



Agenda

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

December 20, 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

1. Presentation of plaque to Renee Cantrell in appreciation of service on the Park and Recreation Commission
- [2.](#) Senior Seminar Olivia Ritze

Consent Agenda

- [3.](#) Consideration of a motion to approve the minutes of the December 13, 2021 Council meeting
- [4.](#) Claims resolution in the amount of \$739,074.60

Ordinances

- [5.](#) Consideration of an Ordinance Amending Section 3-71, Section 3-73, Section 3-78, Section 3-79, Section 3-81, to modify City Administrator and City Clerk Duties - Third and Final Reading
- [6.](#) Consideration of an Ordinance Amending Section 3-5, Section 3-73, Section 5-2 through Section 5-11, Section 5-21, Section 11-10, and Section 16-80 to modify Fire Department and Public Safety Chief - Second Reading

Motions

- [7.](#) Consideration of a recommendation from Planning, Finance, Enterprise, and Economic Development Committee Re: Hotel-Funding Applications for Williams Center for the Arts and Junior Husky Club Basketball
- [8.](#) Consideration of a motion to approve Change Order No. 4 on the Segment 1 Trails Improvement Project in the amount of -\$2,075.00
- [9.](#) Consideration of a motion approving pay request No. 7 in the amount of \$9,331.14 to Bacon Concrete, LLC for work completed on the Segment 1 Trail Improvement Project
- [10.](#) Consideration of a motion to approve the pay request No. 8 - Final in the amount of \$17,898.31 to Bacon Concrete, LLC. for work completed for the Segment 1 Trail Improvement Project
- [11.](#) Consideration of a motion to accept the Segment 1 Trail Improvement Project
- [12.](#) Consideration of a motion authorizing signatures on Agreement for Professional Services with Fehr Graham for Segment 2 Trails
- [13.](#) Consideration of a motion to accept the bid J.D. Wolf in the amount of \$18,000 for the Fire Department Truck Bay Painting
- [14.](#) Consideration of a motion to authorizing signatures on Master Services Agreement with Sensys Gatso for Redlight - Speed Camera
15. Consideration of a motion to authorize signatures on 3 year airport agricultural land lease for \$315 per acre

- [16.](#) Consideration of a motion to purchase Emergency Vehicle Occupant Extrication Tools from Alex Air Apparatus in the amount of \$37,642.00

Committee Reports

- [17.](#) Report from Payne on December Library Board meeting

Council Updates

Mayor's Report

City Attorney's Report

City Administrator's Report

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

Adjournment

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



Informative Communication

Introduction and Objectives



Create a
Project I'm
Interested in

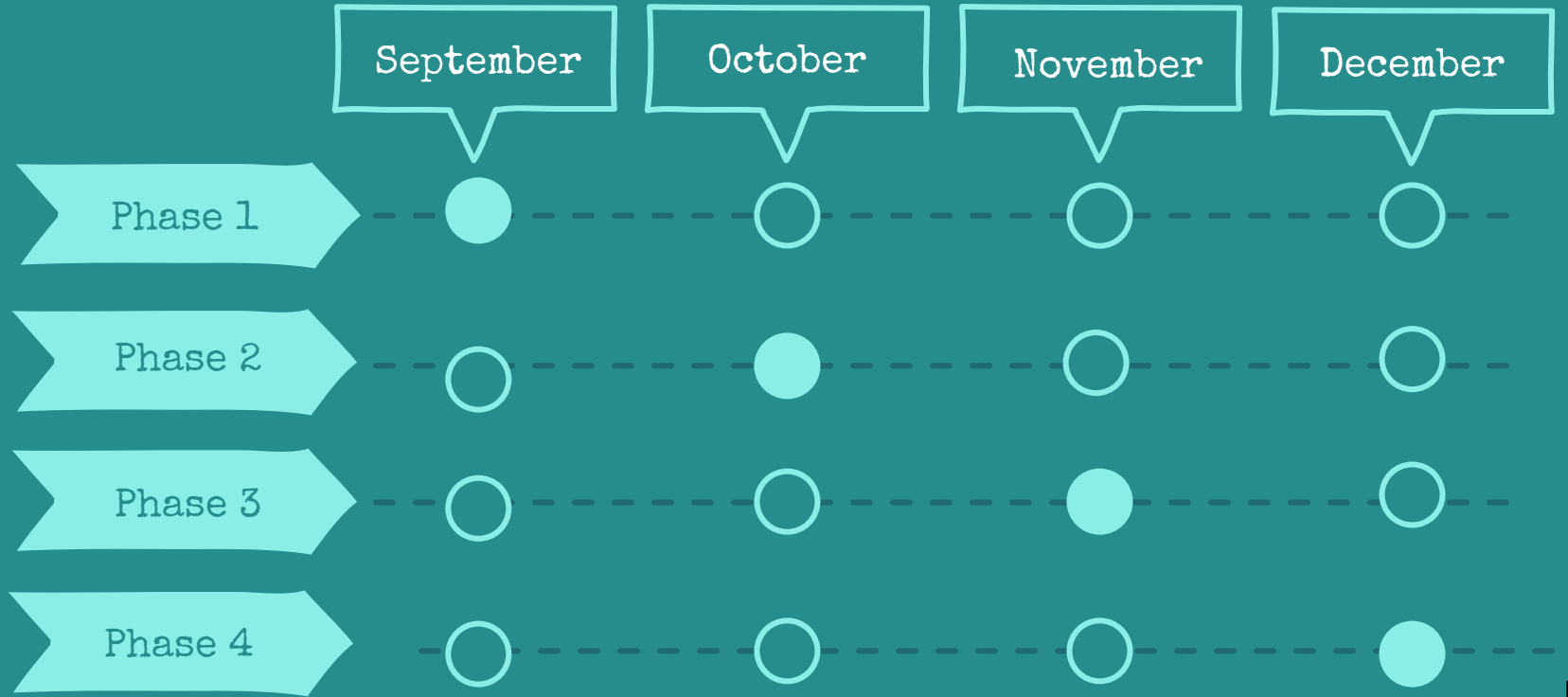


Beneficial
to my Client



Collect Data that can
be used to make
Informed Decisions

Timeline



PHASE 1

September



- ⇒ Brainstorming
- ⇒ Contacting potential clients
- ⇒ Interviews



PHASE 2

October



- ⇒ Project Focus
- ⇒ Research
- ⇒ Trial Survey
- ⇒ Discussing Content and Distribution
- ⇒ Finalize Survey



PHASE 3

November



- ⇒ Distributing Surveys
- ⇒ Promotion



PHASE 4

December

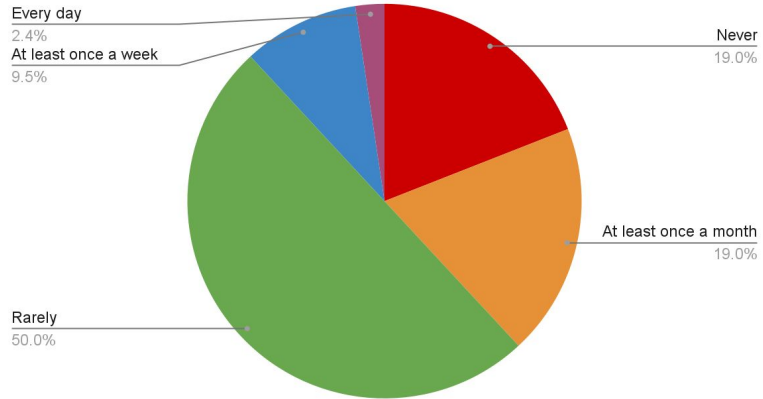


- ⇒ Collect Data
- ⇒ Organize Data
- ⇒ Suggestions

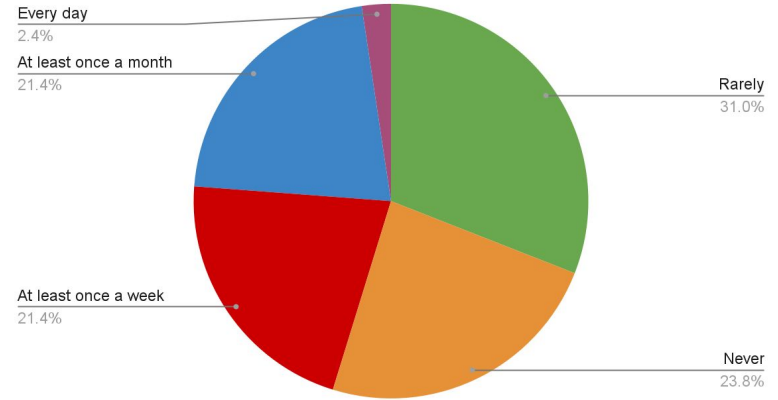


Data

How often do you access the city's website?

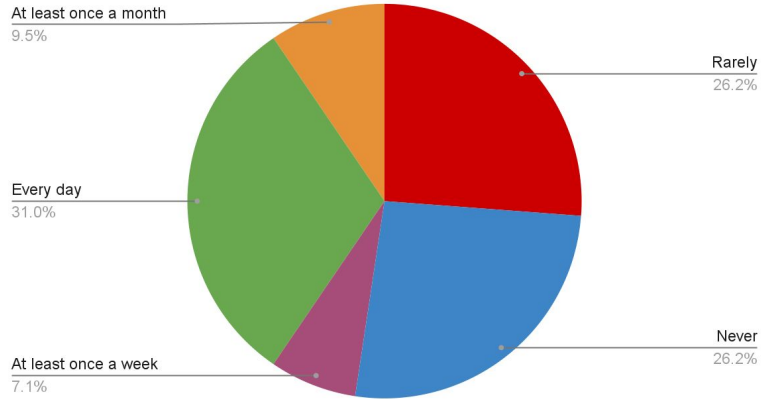


How often do you access the city's Facebook page?

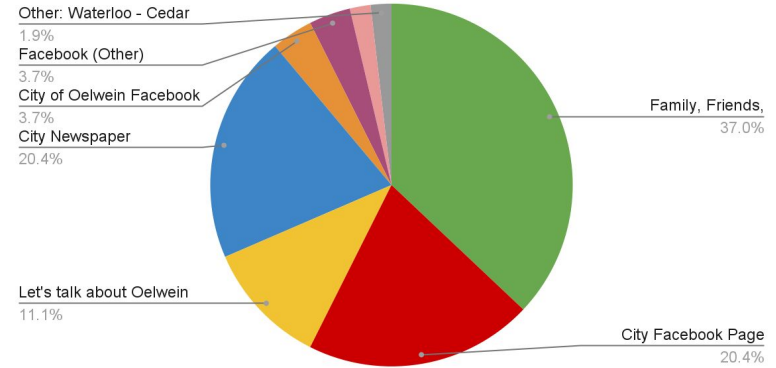


Data

How often do you read the city newspaper?



Where do you believe you receive the most information regarding city alerts, events, updates, etc.?

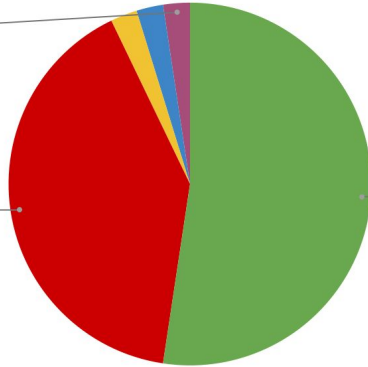


Data

Do you believe yourself to be an active member of the community?

Relatively new to town,
2.4%

No
40.5%



Yes
52.4%

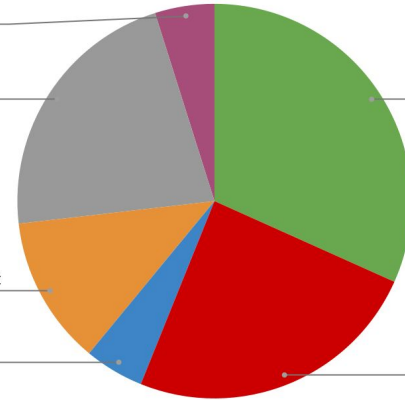
Suggestions

Website
4.9%

other
22.0%

audio/visual broadcast
12.2%

Text
4.9%



Newsletters
31.7%

Facebook
24.4%

Reviewing Community Suggestions

Newsletters

31.7%

Facebook

24.4%

Audio/Visual
Broadcast

12.2%

Text Alerts

4.9%

Update
Website

4.9%

Other

22%

Proposals

- ⇒ Social Media Outreach
 - Easily accessible
 - Connects to younger community members
 - All information can be posted in a variety of ways
 - Great distribution for immediate or unforeseen announcements

Proposals

⇒ Text Alerts

- Easily accessible
- For information that affects whole community
- Road closures, snow removal, storm damage, etc.
- Great for immediate or unforeseen announcements

Proposals

- ⇒ Quality improvements in audio/visual broadcasting
 - Improve city council meeting recordings; emphasis on audio



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
December 13, 2021 - 6:00 PM

Pledge of Allegiance

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

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

Additions or Deletions

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

Motion Carried

Citizens Public Comments

Terry Hall, 107 9th Ave SE stated he read the entire fire department report prepared by the consultant. He has 2 concerns:

- 1) An all-volunteer Fire Department changes the insurance rating from ISO4 to ISO5 which will increase property owners' insurance rates
- 2) Department Chief Weber – conflicts of interests as council man Weber who should not be in a leadership role

Weber stated he will be abstaining from voting.

Hall would also like to see stricter regulations on dog control in the city.

Consent Agenda

1. Consideration of a motion to approve the minutes of the November 22, 2021 Council meeting
2. Consideration of a motion to approve a new Native Wine and Sunday Sales permit to Flowers on Main Gifts, LLC

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

Motion Carried

Public Hearing

3. Public Hearing on Proposed Vacation and Sale of the Public Right-of-Way Located in Oelwein's 6th Addition, Oelwein, Fayette County, Iowa

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

Ordinances

4. Consideration of an Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Oelwein, Fayette County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Oelwein, Fayette County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Oelwein, Fayette County, Iowa, for the period of twenty-five (25) years; and granting the right of eminent domain - Third and Final Reading

A motion was made by Weber, seconded by Payne to adopt Ordinance No. 1195

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

Nays: None

Motion Carried

- 5. Consideration of an Ordinance Establishing Boundaries for Designated Wards of the City of Oelwein - Third and Final Reading

A motion was made by Weber, seconded by Cantrell to adopt Ordinance No. 1196

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

Nays: None

Motion Carried

- 6. Consideration of an Ordinance Amending Section 3-71, Section 3-73, Section 3-78, Section 3-79, Section 3-81 to Modify City Administrator and City Clerk Duties - Second Reading

A motion was made by Weber, seconded by Fisk to adopt the second reading

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

Nays: None

Motion Carried

- 7. Consideration of an Ordinance Amending Section 3-5, Section 3-73, Section 5-2 through Section 5-11, Section 5-21, Section 11-10 and Section 16-80 to Modify Fire Department and Public Safety Chief - First Reading

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

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

Nays: None

Motion Carried

- 8. Consideration of a motion to suspend the rules and adopt an Ordinance on the first and final reading

A motion was made by Cantrell, seconded by Seeders to suspend the rules on the first and final reading

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

Nays: None

Motion Carried

- 9. Consideration of an Ordinance Providing for the Vacation of the Public Right-of-Way located in Oelwein's 6th Addition, Oelwein, Fayette County, Iowa - First and Final Reading

A motion was made by Seeders, seconded by Cantrell to adopt Ordinance No. 1197

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

Nays: None

Motion Carried

Resolutions

- 10. Consideration of a Resolution Approving Elimination of Full-Time Firefighter Position

A motion was made by Fisk, seconded by Stewart to adopt Resolution No. 5234-2021

Ayes: Stewart, Seeders, Payne, Fisk,

Nays: Cantrell

Abstain: Weber

Motion Carried

- 11. Consideration of a Resolution Directing the Sale of the City's Interest in Parcel AO in the SW 1/4 of the SE 1/4 of Section 21-T91N-R9W City of Oelwein, Fayette County, Iowa

A motion was made by Weber, seconded by Cantrell to adopt Resolution No. 5325-2021

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

Nays: None

Motion Carried

12. Consideration of a Resolution Authorizing the Filing of a Project Scoping Application to the Iowa Homeland Security and Emergency Management for the FEMA Building Resilient Infrastructure and Communities Grant Program for Stormwater Capital Projects

A motion was made by Fisk, seconded by Cantrell to adopt Resolution No. 5326-2021

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

Nays: None

Motion Carried

Motions

13. Consideration of a motion to move forward on changes to the Viaduct Improvement Project
Nathan Miller, Engineer from Origin Design explained \$50,000 can do selective demolition on the West end to allow water to drain out faster. Old concrete and steel start to deteriorate and break up bottom layer of concrete. Viaduct is reaching its end of life

A motion was made by Seeders, seconded by Payne to move forward on the changes to the Viaduct Project. All voted aye.

Motion Carried

14. Consideration of a motion authorizing the City Administrator to execute the Airport Rescue Grant Offer, Grant No. 3-19-0067-013-2022 for Oelwein Municipal Airport

A motion was made by Fisk, seconded by Seeders execute the Airport Rescue Grant Offer, Grant No. 3-19-0067-013-2022 for Oelwein Municipal Airport. All voted aye.

Motion Carried

15. Consideration of a motion execute the Airport Rescue Grant Offer, Grant No. 3-19-0067-013-2022 for Oelwein Municipal Airport in the amount of \$39,321.87 by Dick's Petroleum

A motion was made by Cantrell, seconded by Stewart to execute the Airport Rescue Grant Offer, Grant No. 3-19-0067-013-2022 for Oelwein Municipal Airport as to not exceed \$48,000. All voted aye.

Motion Carried

16. Consideration of a motion authorizing \$25,598.71 in Fuel System Upgrades from Dick's Petroleum

A motion was made by Weber, seconded by Stewart to execute Fuel System Upgrades from Dick's Petroleum. All voted aye.

Motion Carried

17. Consideration of a motion to repair or replace the Waste Water UV System with Glasco UV not to exceed \$68,000.00

A motion was made by Fisk, seconded by Weber to repair or replace the Waste Water UV System with Glasco UV. All voted aye.

Motion Carried

Committee Reports

18. Report from Stewart on November Airport Board meeting

The full minutes can be found at:

<http://www.cityofuelwein.org/government/agendas-and-minutes.html>

Council Updates

Cantrell requested an update on 27 S. Frederick. Compliance to take place by 12/27. Also concerns that someone maybe living in it. Payne expressed concerns regarding an employee resignation, then rescinding. Dylan will meet to explain.

City Attorney's Report

Received monetary judgement for property cleanup at _____. He is also working on process for violators and repeat violator regarding utility meter shenanigans by residents.

Adjournment

A motion was made by Cantrell, seconded by Seeders to Adjourn at 7:03PM. 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 December 13, 2021 and copy of said proceedings was furnished to the Register December 14, 2021.

Dylan Mulfinger, City Administrator

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-1100-61810 UNIFORM					
KERNS COMPANY INC	139834	CALL-OUT GEAR	12/07/2021	135.20	.00
RAY O'HERRON CO INC	2158609-IN	UNIFORM	11/26/2021	218.98	.00
Total 001-1100-61810 UNIFORM:				354.18	.00
001-1100-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	8023 JL 2021 1	FIESTA WEST INC - MEALS - TR	12/06/2021	13.90	13.90
CARDMEMBER SERVICES	8023 JL 2021 1	FACEBOOK - JOB ADS	12/06/2021	89.82	89.82
Total 001-1100-61990 EMPLOYEE PERSONNEL EXPENSE:				103.72	103.72
001-1100-63100 BUILDING					
HORAN CLEANING LLC	1380	CONSTRUCTION CLEANUP AT	11/23/2021	755.00	755.00
LUMBER RIDGE HOME SOURC	A144343	DOOR SWEEP	11/05/2021	14.39	.00
LUMBER RIDGE HOME SOURC	A144350	DOOR SWEEP	11/05/2021	14.39	.00
Total 001-1100-63100 BUILDING:				783.78	755.00
001-1100-63310 VEHICLE					
ADVANCED AUTOMOTIVE INC	63714	CAR 9 REPAIRS	11/19/2021	22.63	.00
ADVANCED AUTOMOTIVE INC	63784	CAR 2 SERVICED	12/01/2021	40.65	.00
O'REILLY AUTOMOTIVE STORE	0390-406347	HEADLIGHT - CAR 9	11/19/2021	15.92	.00
WEX BANK	76381454	FUEL PURCHASES	11/30/2021	2,150.34	2,150.34
Total 001-1100-63310 VEHICLE:				2,229.54	2,150.34
001-1100-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	43.39	43.39
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	43.35	43.35
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	43.35	43.35
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	43.35	43.35
Total 001-1100-63750 CELLULAR/PAGING:				173.44	173.44
001-1100-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/06/2021	93.94	93.94
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	21.04	21.04
EAGLE POINT ENERGY 5 LLC	OELWEIN 38	ELECTRIC SERVICE	12/02/2021	701.12	701.12
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	49.95	49.95
Total 001-1100-63810 UTILITIES:				866.05	866.05
001-1100-64090 JANITORIAL					
HORAN CLEANING LLC	1379	MONTHLY PD CLEANING - OCT	11/23/2021	368.00	368.00
Total 001-1100-64090 JANITORIAL:				368.00	368.00
001-1100-64300 IMPOUND VEHICLE EXPENSES					
MIDWEST COLLISION CENTER I	4413	TOW IMPOUND	11/23/2021	80.00	.00
MIDWEST COLLISION CENTER I	4414	TOW IMPOUND	11/23/2021	155.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-1100-64300 IMPOUND VEHICLE EXPENSES:				235.00	.00
001-1100-64950 CONTRACTS					
COPY SYSTEMS INC	IN431015	COPIER MAINT SUPPORT	12/03/2021	40.56	.00
KELTEK INCORPORATED	4551	CAR ROUTER LICENSING	11/22/2021	1,275.00	.00
SOLUTIONS, INC.	355363	IT SERVICES - SHIELDWARE	12/01/2021	58.00	.00
Total 001-1100-64950 CONTRACTS:				1,373.56	.00
001-1100-65041 EQUIPMENT					
APPLIED CONCEPTS INC	394084	STALKER PATROL 16 FT ANTEN	11/24/2021	126.00	.00
CARDMEMBER SERVICES	8023 JL 2021 1	AMAZON - LED LIGHT	12/06/2021	59.99	59.99
GALLS LLC	19025282	ELECTRONIC HEADSET	08/10/2021	120.59	120.59
Total 001-1100-65041 EQUIPMENT:				306.58	180.58
001-1100-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	127.67	127.67
Total 001-1100-65060 OFFICE SUPPLIES:				127.67	127.67
001-1100-65102 INVESTIGATION					
US CELLULAR	453072630 202	CAMERA	12/02/2021	8.24	8.24
US CELLULAR	453072630 202	CAMERA	12/02/2021	8.24	8.24
Total 001-1100-65102 INVESTIGATION:				16.48	16.48
001-1220-64950 CONTRACTS					
STATE OF IOWA	2021 12 07	SEPT 21 2021 - NOV 16 2021 M	12/07/2021	988.73	.00
Total 001-1220-64950 CONTRACTS:				988.73	.00
001-1500-63100 BUILDING					
SCHWICKERT'S TECTA AMERIC	S510086715	2021 TT INSP PRIORITY REPAIR	12/09/2021	2,865.00	.00
Total 001-1500-63100 BUILDING:				2,865.00	.00
001-1500-63310 VEHICLE					
AVALON TIRE	1-35501	TIRE REPAIR	11/09/2021	30.20	30.20
IOWA EMERGENCY VEHICLE IN	41550	700 LIN SUPER LED LIGHTS W/	12/03/2021	561.92	.00
MIDWEST COLLISION CENTER I	4427	BATTERY	12/03/2021	60.00	.00
Total 001-1500-63310 VEHICLE:				652.12	30.20
001-1500-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2021	PHONE/INTERNET SERVICE	11/16/2021	257.89	257.89
Total 001-1500-63730 COMMUNICATIONS:				257.89	257.89
001-1500-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	11/24/2021	41.88	41.88
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/06/2021	21.90	21.90
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	56.75	56.75
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	11/18/2021	22.45	22.45
ALLIANT ENERGY	9707011000 20	GAS SERVICE	11/12/2021	146.48	146.48
EAGLE POINT ENERGY 5 LLC	OELWEIN 38	ELECTRIC SERVICE	12/02/2021	85.87	85.87

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	32.88	32.88
Total 001-1500-63810 UTILITIES:				408.21	408.21
001-1500-65041 EQUIPMENT					
CARDMEMBER SERVICES	8023 JL 2021 1	BEST BUY - TV WALL MOUNT	12/06/2021	59.99	59.99
CARDMEMBER SERVICES	8023 JL 2021 1	BEST BUY - SAMSUNG 65" TV	12/06/2021	549.99	549.99
FAREWAY STORES INC	28561	GATORADE - KEEP ON TRUCK	11/09/2021	28.08	.00
Total 001-1500-65041 EQUIPMENT:				638.06	609.98
001-1500-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	9.01	9.01
Total 001-1500-65060 OFFICE SUPPLIES:				9.01	9.01
001-1700-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	3357 JS 2021	INT'L CODE COUNCIL - CODE B	12/06/2021	1,213.68	1,213.68
CARDMEMBER SERVICES	3357 JS 2021	INT'L CODE COUNCIL - BUILDIN	12/06/2021	219.00	219.00
IOWA ASSOCIATION OF BUILDI	2021 12	2022 MEMBERSHIP DUES	12/09/2021	105.00	.00
Total 001-1700-61990 EMPLOYEE PERSONNEL EXPENSE:				1,537.68	1,432.68
001-1700-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	27.52	27.52
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	31.66	31.66
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	53.40	53.40
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	30.10	30.10
US CELLULAR	453072630 202	TABLET	12/02/2021	76.75	76.75
US CELLULAR	453072630 202	TABLET	12/02/2021	50.98	50.98
Total 001-1700-63750 CELLULAR/PAGING:				270.41	270.41
001-1700-64950 CONTRACTS					
FOX ENGINEERING ASSOCIATE	48449	OEL DOLLAR GENERAL SITE PL	09/30/2021	452.00	.00
FOX ENGINEERING ASSOCIATE	48643	OEL DOLLAR GENERAL SITE PL	10/30/2021	113.00	.00
Total 001-1700-64950 CONTRACTS:				565.00	.00
001-1700-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113082	OFFICE 365	11/05/2021	24.75	24.75
BERGANKDV TECHNOLOGY &	CW113082	PREMIUM OFFICE 365	11/05/2021	50.00	50.00
CARDMEMBER SERVICES	3357 JS 2021	INT'L CODE COUNCIL - TABS	12/06/2021	19.45	19.45
CARDMEMBER SERVICES	3357 JS 2021	AMAZON - CODE QUICK CARD	12/06/2021	29.65	29.65
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	120.62	120.62
STOREY KENWORTHY CORP	PINV950219	INDEX CARDS	11/22/2021	4.96	.00
Total 001-1700-65060 OFFICE SUPPLIES:				249.43	244.47
001-1700-65070 SUPPLIES					
CARDMEMBER SERVICES	3357 JS 2021	TURNKEY MOBILE - THERMAL	12/06/2021	540.50	540.50
Total 001-1700-65070 SUPPLIES:				540.50	540.50
001-2510-64110 LEGAL EXPENSE					
DILLON LAW PC	9472	NOVEMBER LEGAL SERVICE -	12/03/2021	231.20	.00
FAYETTE COUNTY CLERK OF C	01331 FM9999	DISMISSED/DEFERRED FEES	11/22/2021	1,045.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-2510-64110 LEGAL EXPENSE:				1,276.20	.00
001-2510-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	22.26	22.26
Total 001-2510-65060 OFFICE SUPPLIES:				22.26	22.26
001-2800-63100 BUILDING					
HAWKEYE FIRE & SAFETY COM	115388	ANNUAL FIRE EXT INSPECTION	11/24/2021	45.20	.00
JOHN DEERE FINANCIAL F.S.B.	2800403	SHOP LIGHTS	12/01/2021	16.98	16.98
MULGREW OIL CO	1057561	LP GAS AIRPORT	12/02/2021	476.64	476.64
Total 001-2800-63100 BUILDING:				538.82	493.62
001-2800-63730 COMMUNICATIONS					
AUREON COMMUNICATIONS	0789004155 20	AIRPORT PHONE SERVICE	12/01/2021	31.81	31.81
COMMUNITY DIGITAL WIRELES	0510000374 20	AIRPORT INTERNET SERVICE	12/01/2021	43.95	43.95
Total 001-2800-63730 COMMUNICATIONS:				75.76	75.76
001-2800-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	17.69	17.69
BLACKHAWK WASTE DISPOSAL	04-210985 202	GARBAGE PICKUP	12/01/2021	28.00	.00
EAGLE POINT ENERGY 5 LLC	OELWEIN 38	ELECTRIC SERVICE	12/02/2021	175.12	175.12
Total 001-2800-63810 UTILITIES:				220.81	192.81
001-2800-64950 CONTRACTS					
TEGELER AVIATION LLC	2021 12 01	DECEMBER FBO FEE	12/01/2021	2,941.00	.00
Total 001-2800-64950 CONTRACTS:				2,941.00	.00
001-2800-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	34.69	34.69
Total 001-2800-65060 OFFICE SUPPLIES:				34.69	34.69
001-4100-61990 EMPLOYEE PERSONNEL EXPENSE					
ROTARY CLUB OF OELWEIN	17	4TH QTR DUES - SUSAN	11/15/2021	125.00	.00
Total 001-4100-61990 EMPLOYEE PERSONNEL EXPENSE:				125.00	.00
001-4100-63100 BUILDING					
ALL FLAGS LLC	897018	FLAG	11/15/2021	75.44	.00
CARDMEMBER SERVICES	8198 SM 2021	AMAZON - LIGHT BULBS	12/06/2021	36.55	36.55
JOHN DEERE FINANCIAL F.S.B.	2800310	VENT/KWIK SEAL TRASH BAGS	11/30/2021	84.18	84.18
YOUNG PLUMBING & HEATING	21291	PM AGREEMENT	11/15/2021	948.00	.00
Total 001-4100-63100 BUILDING:				1,144.17	120.73
001-4100-63730 COMMUNICATIONS					
WINDSTREAM	630148208001	LIBRARY PHONE SERVICE	12/01/2021	80.61	80.61
Total 001-4100-63730 COMMUNICATIONS:				80.61	80.61

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-4100-63810 UTILITIES					
ALLIANT ENERGY	5998790000 20	LIBRARY ELECTRIC SERVICE	11/18/2021	1,833.05	1,833.05
ALLIANT ENERGY	5998790000 20	LIBRARY GAS SERVICE	11/18/2021	49.50	49.50
EAGLE POINT ENERGY 5 LLC	OELWEIN 38	ELECTRIC SERVICE	12/02/2021	386.46	386.46
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	56.72	56.72
Total 001-4100-63810 UTILITIES:				2,325.73	2,325.73
001-4100-64090 JANITORIAL					
QUILL.COM	21209335	DISINFECTANT	11/24/2021	9.89	.00
SCHMITT CLEANING SERVICES	2379	CHEMICALS TO CLEAN CARPE	11/13/2021	58.00	.00
Total 001-4100-64090 JANITORIAL:				67.89	.00
001-4100-64092 MOWING SAUR LOT					
STEWARTSCAPE INC	1429	TRIM TREES/CLEAN UP/ HAUL	12/14/2021	1,040.00	.00
Total 001-4100-64092 MOWING SAUR LOT:				1,040.00	.00
001-4100-64130 TRAVELING EXHIBIT GRANTS					
CARDMEMBER SERVICES	8198 SM 2021	AMAZON - GRANT - SIGNS	12/06/2021	45.90	45.90
Total 001-4100-64130 TRAVELING EXHIBIT GRANTS:				45.90	45.90
001-4100-64950 CONTRACTS					
SCHMITT CLEANING SERVICES	2379	CUSTODIAL SERVICES	11/13/2021	1,104.29	.00
Total 001-4100-64950 CONTRACTS:				1,104.29	.00
001-4100-65041 EQUIPMENT					
CARDMEMBER SERVICES	8198 SM 2021	AMAZON - BATTERY HAWK	12/06/2021	22.98	22.98
Total 001-4100-65041 EQUIPMENT:				22.98	22.98
001-4100-65060 OFFICE SUPPLIES					
DEMCO	7046386	BOOK COVERS	11/23/2021	97.40	.00
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	7.95	7.95
SUSAN MACKEN	2021 12 14	POSTAGE	12/14/2021	3.03	.00
UNIQUE MANAGEMENT	607996	COLLECTION SERVICE	12/01/2021	17.90	.00
Total 001-4100-65060 OFFICE SUPPLIES:				126.28	7.95
001-4100-65077 PASSPORT EXPENSES					
SUSAN MACKEN	2021 12 14	PASSPORTS	12/14/2021	17.40	.00
Total 001-4100-65077 PASSPORT EXPENSES:				17.40	.00
001-4100-65130 COMPUTER SUPPLIES					
ROBERT ENGEN	2336	FINGERPRINT SCANNER	11/30/2021	797.50	.00
Total 001-4100-65130 COMPUTER SUPPLIES:				797.50	.00
001-4100-65220 BOOKS,FILM,CD'S,ETC					
BABYBUG	2021 12 14	MAGAZINE SUBS RENEWAL	12/14/2021	21.95	.00
BAKER & TAYLOR	L5050572 2021	BOOKS	11/30/2021	1,240.21	.00
BAKER & TAYLOR	L5050572 2021	JUVENILE BOOKS	11/30/2021	255.38	.00
BAKER & TAYLOR	L5050572 2021	CD BOOKS	11/30/2021	74.24	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
CARDMEMBER SERVICES	8198 SM 2021	AMAZON - MOVIES	12/06/2021	188.81	188.81
CARDMEMBER SERVICES	8198 SM 2021	AMAZON - BOOKS	12/06/2021	20.99	20.99
CARDMEMBER SERVICES	8198 SM 2021	TASTE OF HOME - MAGAZINE S	12/06/2021	24.59	24.59
FINE GARDENING	1141188605 20	MAG SUBS RENEWAL	12/14/2021	29.95	.00
GUIDEPOSTS	0106759178 20	MAG SUB RENEWAL	12/14/2021	18.94	.00
LADYBUG	2021 12 14	MAGAZINE SUBS RENEWAL	12/14/2021	21.95	.00
TIME INC	2021 12 14	MAGAZINE SUBS RENEWAL	12/14/2021	72.28	.00
Total 001-4100-65220 BOOKS,FILM,CD'S,ETC:				1,969.29	234.39
001-4300-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	9480 JJ 2021 1	IA PARK & REC - POOL OP CLA	12/06/2021	310.00	310.00
COVENANT OCCUPATIONAL M	60651	ANNUAL QUERY	12/07/2021	5.00	.00
Total 001-4300-61990 EMPLOYEE PERSONNEL EXPENSE:				315.00	310.00
001-4300-63200 BUILDING					
KAY PARK RECREATION CORP	194274	MEMORIAL BENCH - REEVES	12/09/2021	916.00	.00
Total 001-4300-63200 BUILDING:				916.00	.00
001-4300-63201 VETERAN PARK MONUMENT					
CREATIVE BRICK & CONCRETE	717127	BRICK VETRANS PARK	10/13/2021	82.15	82.15
Total 001-4300-63201 VETERAN PARK MONUMENT:				82.15	82.15
001-4300-63310 VEHICLE					
ARNOLD MOTOR SUPPLY LLP	09NV063984	FILTERS	12/07/2021	40.58	.00
ARNOLD MOTOR SUPPLY LLP	09NV063999	OIL FILTER	12/07/2021	5.86	.00
ARNOLD MOTOR SUPPLY LLP	09NV064129	FUEL FILTER	12/09/2021	33.10	.00
BARRON MOTOR SUPPLY	226852	OIL/FILTERS/PURPLE PWR/SPA	11/30/2021	92.35	.00
NORTHLAND PRODUCTS CO IN	INVNP0113866	OIL	11/15/2021	292.58	.00
Total 001-4300-63310 VEHICLE:				464.47	.00
001-4300-63730 COMMUNICATIONS					
AUREON COMMUNICATIONS	0789004155 20	PARKS PHONE SERVICE	12/01/2021	62.03	62.03
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	82.34	82.34
Total 001-4300-63730 COMMUNICATIONS:				144.37	144.37
001-4300-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	11/24/2021	109.19	109.19
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	167.50	167.50
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	258.08	258.08
ALLIANT ENERGY	9707011000 20	GAS SERVICE	11/12/2021	103.99	103.99
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	32.88	32.88
Total 001-4300-63810 UTILITIES:				671.64	671.64
001-4300-65041 EQUIPMENT					
JOHN DEERE FINANCIAL F.S.B.	P25743	FILTERS	12/03/2021	25.81	25.81
NORTHLAND PRODUCTS CO IN	INVNP0113866	OIL	11/15/2021	292.58	.00
Total 001-4300-65041 EQUIPMENT:				318.39	25.81

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-4300-65060 OFFICE SUPPLIES					
OELWEIN PUBLISHING CO	303617567-30	HELP WANTED ADS - PARKS AS	11/02/2021	87.88	.00
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	17.43	17.43
Total 001-4300-65060 OFFICE SUPPLIES:				105.31	17.43
001-4300-65070 SUPPLIES					
JOHN DEERE FINANCIAL F.S.B.	2795971	CONCRETE TOOLS	11/16/2021	46.98	46.98
JOHN DEERE FINANCIAL F.S.B.	2801892	GLOVES/SHOP TOWELS/DIESE	12/06/2021	33.97	33.97
Total 001-4300-65070 SUPPLIES:				80.95	80.95
001-4320-63730 COMMUNICATIONS					
US CELLULAR	453072630 202	INTERNET - CAMPGROUND	12/02/2021	79.90	79.90
Total 001-4320-63730 COMMUNICATIONS:				79.90	79.90
001-4320-63810 UTILITIES					
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	11/18/2021	118.59	118.59
Total 001-4320-63810 UTILITIES:				118.59	118.59
001-4320-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	.53	.53
Total 001-4320-65060 OFFICE SUPPLIES:				.53	.53
001-4320-65070 SUPPLIES					
CARDMEMBER SERVICES	9480 JJ 2021 1	AMAZON - OUTDOOR CAMERA	12/06/2021	249.92	249.92
Total 001-4320-65070 SUPPLIES:				249.92	249.92
001-4400-63730 COMMUNICATIONS					
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	49.38	49.38
Total 001-4400-63730 COMMUNICATIONS:				49.38	49.38
001-4400-63810 UTILITIES					
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	11/18/2021	47.27	47.27
Total 001-4400-63810 UTILITIES:				47.27	47.27
001-4400-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	15.83	15.83
Total 001-4400-65060 OFFICE SUPPLIES:				15.83	15.83
001-4400-65220 ADULT SOFTBALL					
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2021	24.00	24.00
Total 001-4400-65220 ADULT SOFTBALL:				24.00	24.00
001-4400-65270 LITTLE LEAGUE					
BSN SPORTS	914695251	KNEE SAVERS	11/17/2021	232.50	.00
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2021	40.00	40.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4400-65270 LITTLE LEAGUE:				272.50	40.00
001-4400-65290 SOCCER					
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2021	20.00	20.00
Total 001-4400-65290 SOCCER:				20.00	20.00
001-4400-65380 DODGEBALL					
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2021	39.00	39.00
Total 001-4400-65380 DODGEBALL:				39.00	39.00
001-4410-63100 BUILDING					
ACE HARDWARE	B88373	TIE DOWN STRAP/TARP	11/19/2021	84.98	.00
LUMBER RIDGE HOME SOURC	D3790	GALV STEEL STRUT CHANNEL	11/09/2021	216.66	.00
Total 001-4410-63100 BUILDING:				301.64	.00
001-4410-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	00090674 2021	POOL PHONE/INTERNET SERVI	11/09/2021	134.73	134.73
Total 001-4410-63730 COMMUNICATIONS:				134.73	134.73
001-4410-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	46.55	46.55
Total 001-4410-63810 UTILITIES:				46.55	46.55
001-4410-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	1.59	1.59
Total 001-4410-65060 OFFICE SUPPLIES:				1.59	1.59
001-4500-63310 VEHICLE					
NORTHLAND PRODUCTS CO IN	INVNP0113866	OIL	11/15/2021	292.61	.00
Total 001-4500-63310 VEHICLE:				292.61	.00
001-4500-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2021	PHONE/INTERNET SERVICE	11/16/2021	44.73	44.73
Total 001-4500-63730 COMMUNICATIONS:				44.73	44.73
001-4500-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/06/2021	21.29	21.29
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	68.28	68.28
EAGLE POINT ENERGY 5 LLC	OELWEIN 38	ELECTRIC SERVICE	12/02/2021	45.34	45.34
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	16.97	16.97
Total 001-4500-63810 UTILITIES:				151.88	151.88
001-4500-65041 EQUIPMENT					
NORTHLAND PRODUCTS CO IN	INVNP0113866	OIL	11/15/2021	292.58	.00
Total 001-4500-65041 EQUIPMENT:				292.58	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-4500-65060 OFFICE SUPPLIES					
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	7.95	7.95
Total 001-4500-65060 OFFICE SUPPLIES:				7.95	7.95
001-6200-61900 COUNCIL PERSONNEL EXPENSE					
CARDMEMBER SERVICES	8557 DM 2021	IA LEAGUE OF CITIES - MLA W	12/06/2021	240.00	240.00
IOWA LEAGUE OF CITIES	93353	MAYORS ASSOC DUES 2022 - D	11/29/2021	30.00	.00
Total 001-6200-61900 COUNCIL PERSONNEL EXPENSE:				270.00	240.00
001-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	8557 DM 2021	IA LEAGUE OF CITIES - MLA W	12/06/2021	80.00	80.00
IMFOA	2021 12 16 BM	ANNUAL MEMBERSHIP 2021-22	12/16/2021	6.66	6.66
IMFOA	2021 12 16 BW	ANNUAL MEMBERSHIP 2021-22	12/16/2021	6.66	6.66
IMFOA	2021 12 16 KM	ANNUAL MEMBERSHIP 2021-22	12/16/2021	16.66	16.66
Total 001-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				109.98	109.98
001-6200-63100 BUILDING					
ACE HARDWARE	B87551	HEX KEY SET - TOOLS WATER	11/05/2021	1.33	.00
SCHWICKERT'S TECTA AMERIC	510086718	2021 TT INSP PRIORITY REPAIR	12/09/2021	1,100.00	.00
Total 001-6200-63100 BUILDING:				1,101.33	.00
001-6200-63730 COMMUNICATIONS					
GORDON FLESCH COMPANY IN	IN13546547	SERVICE CALL & PARTS - 2 PH	11/24/2021	174.65	.00
MEDIACOM COMMUNICATIONS	0003535 2021	PHONE/INTERNET SERVICE	11/16/2021	99.21	99.21
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	66.72	66.72
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	39.51	39.51
Total 001-6200-63730 COMMUNICATIONS:				380.09	205.44
001-6200-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	24.32	24.32
ALLIANT ENERGY	9707011000 20	GAS SERVICE	11/12/2021	89.78	89.78
EAGLE POINT ENERGY 5 LLC	OELWEIN 38	ELECTRIC SERVICE	12/02/2021	36.80	36.80
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	44.57	44.57
Total 001-6200-63810 UTILITIES:				195.47	195.47
001-6200-64010 AUDIT					
OFFICE OF AUDITOR OF STATE	2021 12 07	2020-2021 AUDIT REPORT	12/07/2021	218.75	218.75
Total 001-6200-64010 AUDIT:				218.75	218.75
001-6200-64090 JANITORIAL					
HORAN CLEANING LLC	1379	MONTHLY CITY HALL CLEANIN	11/23/2021	115.00	115.00
Total 001-6200-64090 JANITORIAL:				115.00	115.00
001-6200-64110 LEGAL EXPENSE					
DILLON LAW PC	9473	NOVEMBER LEGAL SERVICE	12/03/2021	496.39	.00
LYNCH DALLAS PC	192499	LEGAL/PROFESSIONAL FEES	11/22/2021	146.50	.00
Total 001-6200-64110 LEGAL EXPENSE:				642.89	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-6200-64140 LEGAL PUBLICATION					
FAYETTE COUNTY UNION	303618857 & 3	HELP WANTED ADS ADMIN ASS	11/10/2021	102.00	.00
OELWEIN PUBLISHING CO	303617634-30	HELP WANTED ADS - DEPUTY	11/12/2021	414.18	.00
OELWEIN PUBLISHING CO	303617736	PN - ITC MIDWEST 25YR NON-E	11/02/2021	20.00	.00
OELWEIN PUBLISHING CO	303617737	PH - DESIGNATED WARDS	11/02/2021	9.50	.00
OELWEIN PUBLISHING CO	303622320	NOV 08 MINUTES	11/13/2021	62.55	.00
OELWEIN PUBLISHING CO	303622321	PN - VACATE & SELL 2ND AVE S	11/29/2021	12.00	.00
OELWEIN PUBLISHING CO	303622321-1	ORD 1194 - TRAFFIC CAMERAS	11/13/2021	73.35	.00
Total 001-6200-64140 LEGAL PUBLICATION:				693.58	.00
001-6200-64950 CONTRACTS					
FUSION FORWARD LLC	6159	DECEMBER 2021 MARKETING/	11/30/2021	1,300.00	.00
FUSION FORWARD LLC	6164	JANUARY 2022 MARKETING/PR	11/30/2021	1,300.00	.00
MUNICIPAL CODE CORPORATI	368110	WEBSITE BASE FEATURES - 1S	12/14/2021	1,000.00	.00
Total 001-6200-64950 CONTRACTS:				3,600.00	.00
001-6200-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113082	OFFICE 365	11/05/2021	13.75	13.75
BERGANKDV TECHNOLOGY &	CW113082	PREMIUM OFFICE 365	11/05/2021	33.33	33.33
BERGANKDV TECHNOLOGY &	CW113082	HOSTED EXCHANGE	11/05/2021	26.66	26.66
BERGANKDV TECHNOLOGY &	CW113192	EMAIL SECURITY	11/05/2021	38.00	38.00
BERGANKDV TECHNOLOGY &	CW113198	WEBROOT	11/05/2021	36.66	36.66
CARDMEMBER SERVICES	0060 BR 2021	LOGITECH STORE - MOUSE	12/06/2021	37.99	37.99
CARDMEMBER SERVICES	8557 DM 2021	ADOBE - MONTHLY SUB	12/06/2021	27.73	27.73
CARDMEMBER SERVICES	8557 DM 2021	ADOBE - MONTHLY SUB	12/06/2021	30.01	30.01
COPY SYSTEMS INC	IN431336	COPIER MAINT SUPPORT	12/06/2021	11.22	.00
LINSTAR INC	103791	EMPLOYEE ID CARDS	10/06/2021	12.80	12.80
LUMBER RIDGE HOME SOURC	B74564	BATTERIES - DOOR BELL	11/15/2021	11.98	.00
PTM DOCUMENT SYSTEMS/PRI	80929	1099NEC FORMS	12/06/2021	43.13	.00
PTM DOCUMENT SYSTEMS/PRI	81018	W-2 ENVELOPES	12/07/2021	78.38	.00
QUADIANT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	233.31	233.31
STOREY KENWORTHY CORP	PINV951334	MINUTE BOOKS/FILLER SHEET	11/29/2021	819.76	.00
Total 001-6200-65060 OFFICE SUPPLIES:				1,454.71	490.24
051-1300-64131 EMERGENCY MANAGEMENT					
FAYETTE CO TREASURER	EMA 2021 08 0	1ST HALF EMA FUND 2021-2022	08/01/2021	10,520.56	10,520.56
Total 051-1300-64131 EMERGENCY MANAGEMENT:				10,520.56	10,520.56
110-2100-61990 EMPLOYEE PERSONNEL EXPENSE					
AMERICAN PUBLIC WORKS AS	25382 2021 10	ANNUAL MEMBERSHIP DUES	10/05/2021	180.00	.00
COVENANT OCCUPATIONAL M	60651	ANNUAL QUERY	12/07/2021	15.00	.00
KERNS COMPANY INC	139852	UNIFORMS	12/08/2021	598.42	.00
TINDELL SHOES INC	54663400	BOOTS S KUENNEN	12/07/2021	159.12	.00
Total 110-2100-61990 EMPLOYEE PERSONNEL EXPENSE:				952.54	.00
110-2100-63200 SNOW SUPPLIES					
COMPASS MINERALS AMERICA	898603	BULK HWY COARSE SALT	12/06/2021	4,429.17	.00
Total 110-2100-63200 SNOW SUPPLIES:				4,429.17	.00
110-2100-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2021	PHONE/INTERNET SERVICE	11/16/2021	44.73	44.73

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
MEDIACOM COMMUNICATIONS	00116348 2021	STREETS INTERNET SERVICE	11/28/2021	74.49	74.49
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	43.39	43.39
Total 110-2100-63730 COMMUNICATIONS:				162.61	162.61
110-2100-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	20.38	20.38
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	258.08	258.08
ALLIANT ENERGY	9707011000 20	GAS SERVICE	11/12/2021	173.14	173.14
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	37.22	37.22
Total 110-2100-63810 UTILITIES:				488.82	488.82
110-2100-65041 EQUIPMENT					
BAUM HYDRAULICS CORP	2218170	AUGERS	12/10/2021	915.56	.00
DONS TRUCK SALES INC	529467	YELLOW LENS	11/19/2021	12.04	.00
JOHN DEERE FINANCIAL F.S.B.	P25300	HYD HOSE/FITTINGS	11/29/2021	75.32	75.32
Total 110-2100-65041 EQUIPMENT:				1,002.92	75.32
110-2100-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113082	PREMIUM OFFICE 365	11/05/2021	12.50	12.50
BERGANKDV TECHNOLOGY &	CW113971	CLOUD CONT DESKTOP	12/08/2021	24.00	.00
COPY SYSTEMS INC	IN431336	COPIER MAINT SUPPORT	12/06/2021	11.23	.00
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	41.71	41.71
STOREY KENWORTHY CORP	PINV951334	MINUTE BOOKS/FILLER SHEET	11/29/2021	819.77	.00
Total 110-2100-65060 OFFICE SUPPLIES:				909.21	54.21
110-2100-65070 SUPPLIES					
ACE HARDWARE	A226015	DRILL BITS/TAP PLUG/FASTENE	11/24/2021	38.16	.00
ACE HARDWARE	B88323	HAMMER BIT/FASTENERS	11/18/2021	14.57	.00
ARNOLD MOTOR SUPPLY LLP	09CR007718	BATTERY CORE	11/19/2021	36.00-	.00
ARNOLD MOTOR SUPPLY LLP	09NV062897	SOAP	11/15/2021	28.94	.00
ARNOLD MOTOR SUPPLY LLP	09NV063135	BATTERY	11/19/2021	151.26	.00
ARNOLD MOTOR SUPPLY LLP	09NV063420	TRLR CONN/BRK CLNR	11/24/2021	8.57	.00
BARRON MOTOR SUPPLY	226508	BULB	11/15/2021	2.68	.00
BARRON MOTOR SUPPLY	226522	HAND TOWELS	11/15/2021	58.62	.00
BMC AGGREGATES LC	119370	3/4" ROADSTONE / CONCRETE	11/13/2021	1,979.27	.00
BMC AGGREGATES LC	119883	CLASS A ROADSTONE	11/20/2021	3,540.80	.00
IA DEPT OF TRANSPORTATION	CI-0006204	OIL ASP EMULSION SUMMER/W	11/12/2021	610.00	.00
IA DEPT OF TRANSPORTATION	CI-0006205	OIL ASP EMULSION SUMMER/W	11/12/2021	610.00	.00
IA DEPT OF TRANSPORTATION	CI-0006206	OIL ASP EMULSION SUMMER/W	11/12/2021	610.00	.00
JOHN DEERE FINANCIAL F.S.B.	2793881	ALUMINUM PLACERS	11/09/2021	49.98	49.98
JOHN DEERE FINANCIAL F.S.B.	2794890	NUTS & BOLTS	11/12/2021	6.45	6.45
JOHN DEERE FINANCIAL F.S.B.	2794936	ADAPTER	11/12/2021	2.99	2.99
JOHN DEERE FINANCIAL F.S.B.	2795786	WINTER GLOVES	11/15/2021	14.99	14.99
JOHN DEERE FINANCIAL F.S.B.	2795857	NUTS & BOLTS/CYCLE OIL/CAR	11/15/2021	32.42	32.42
JOHN DEERE FINANCIAL F.S.B.	2796842	WINDSHIELD WASHER FLUID/N	11/19/2021	32.58	32.58
JOHN DEERE FINANCIAL F.S.B.	2798400	NUTS & BOLTS	11/24/2021	6.69	6.69
JOHN DEERE FINANCIAL F.S.B.	2800787	HYD HOSE/COUPLINGS/HEX N	12/02/2021	120.25	120.25
JOHN DEERE FINANCIAL F.S.B.	2800842	GRASS SEED	12/02/2021	139.93	139.93
JOHN DEERE FINANCIAL F.S.B.	2802426	FLOOR DRY/WINDSHIED WASH	12/08/2021	49.78	49.78
JOHN DEERE FINANCIAL F.S.B.	2802460	ADAPTER/CLIPS/MARKER	12/08/2021	17.25	17.25
JOHN DEERE FINANCIAL F.S.B.	P25849	FITTING	12/06/2021	13.06	13.06
LL PELLING CO	128167	HI PERFORMANCE PREMIX	11/13/2021	3,349.71	.00
USABLUBOOK	807083	REEL TAPE	12/01/2021	46.19	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 110-2100-65070 SUPPLIES:				11,499.14	486.37
110-2100-67614 STREET SIGNS					
ECONO SIGN & BARRICADE LL	10-971687	STREET SIGNS	11/15/2021	1,114.52	.00
Total 110-2100-67614 STREET SIGNS:				1,114.52	.00
110-2100-67990 CAPITAL OUTLAY					
BLACKTOP SERVICE COMPANY	16273	SEALCOAT - W CHARLES AND 1	11/19/2021	44,609.12	.00
K & W ELECTRIC INC	5304	UPGRADE SIGNALS HWY 3 & N	12/10/2021	43,500.00	.00
Total 110-2100-67990 CAPITAL OUTLAY:				88,109.12	.00
110-2300-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	11/24/2021	378.85	378.85
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	11/24/2021	8,464.79	8,464.79
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/06/2021	67.93	67.93
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	500.21	500.21
Total 110-2300-63810 UTILITIES:				9,411.78	9,411.78
110-2400-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/06/2021	119.28	119.28
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	76.92	76.92
Total 110-2400-63810 UTILITIES:				196.20	196.20
110-6200-64010 AUDIT					
OFFICE OF AUDITOR OF STATE	2021 12 07	2020-2021 AUDIT REPORT	12/07/2021	125.00	125.00
Total 110-6200-64010 AUDIT:				125.00	125.00
112-3820-61500 MEDICAL-HEALTH					
WELLMARK INC	213210000022	DEC 2021 HOSPITAL INSURANC	11/20/2021	19,301.12	19,301.12
Total 112-3820-61500 MEDICAL-HEALTH:				19,301.12	19,301.12
112-3820-61600 WORKMENS COMPENSATION					
IMWCA	INV81637	WORKERS COMP PREM 21-22	12/01/2021	3,062.67	.00
Total 112-3820-61600 WORKMENS COMPENSATION:				3,062.67	.00
112-3820-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2021 11 19	NOVEMBER 19 MEDICAL CLAIM	11/19/2021	2,540.08	2,540.08
ADVANTAGE ADMINISTRATORS	2021 11 24	NOVEMBER 24 MEDICAL CLAIM	11/24/2021	709.48	709.48
ADVANTAGE ADMINISTRATORS	2021 12 03	DECEMBER 24 MEDICAL CLAIM	12/03/2021	714.43	714.43
ADVANTAGE ADMINISTRATORS	2021 12 10	DECEMBER 10 MEDICAL CLAIM	12/10/2021	139.59	139.59
ADVANTAGE ADMINISTRATORS	5893	SELF FUND MEDICAL INS	11/19/2021	104.40	104.40
Total 112-3820-61840 CLAIMS-SIDE FUND:				4,207.98	4,207.98
112-3830-61500 MEDICAL-HEALTH					
WELLMARK INC	213210000022	DEC 2021 HOSPITAL INSURANC	11/20/2021	7,022.60	7,022.60
Total 112-3830-61500 MEDICAL-HEALTH:				7,022.60	7,022.60

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
112-3830-61600 WORKMENS COMPENSATION					
IMWCA	INV81637	WORKERS COMP PREM 21-22	12/01/2021	3.34	.00
IMWCA	INV81637	WORKERS COMP PREM 21-22	12/01/2021	1,795.29	.00
Total 112-3830-61600 WORKMENS COMPENSATION:				1,798.63	.00
112-3830-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2021 11 19	NOVEMBER 19 MEDICAL CLAIM	11/19/2021	33.60	33.60
ADVANTAGE ADMINISTRATORS	2021 11 24	NOVEMBER 24 MEDICAL CLAIM	11/24/2021	71.34	71.34
ADVANTAGE ADMINISTRATORS	2021 12 03	DECEMBER 24 MEDICAL CLAIM	12/03/2021	14.30	14.30
ADVANTAGE ADMINISTRATORS	2021 12 10	DECEMBER 10 MEDICAL CLAIM	12/10/2021	4.70	4.70
ADVANTAGE ADMINISTRATORS	5893	SELF FUND MEDICAL INS	11/19/2021	26.10	26.10
Total 112-3830-61840 CLAIMS-SIDE FUND:				150.04	150.04
112-3840-61500 MEDICAL-HEALTH					
WELLMARK INC	213210000022	DEC 2021 HOSPITAL INSURANC	11/20/2021	4,908.04	4,908.04
Total 112-3840-61500 MEDICAL-HEALTH:				4,908.04	4,908.04
112-3840-61600 WORKMENS COMPENSATION					
IMWCA	INV81637	WORKERS COMP PREM 21-22	12/01/2021	1,055.60	.00
Total 112-3840-61600 WORKMENS COMPENSATION:				1,055.60	.00
112-3840-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2021 11 19	NOVEMBER 19 MEDICAL CLAIM	11/19/2021	17.65	17.65
ADVANTAGE ADMINISTRATORS	2021 11 24	NOVEMBER 24 MEDICAL CLAIM	11/24/2021	10.30	10.30
ADVANTAGE ADMINISTRATORS	2021 12 03	DECEMBER 24 MEDICAL CLAIM	12/03/2021	38.62	38.62
ADVANTAGE ADMINISTRATORS	2021 12 10	DECEMBER 10 MEDICAL CLAIM	12/10/2021	12.20	12.20
ADVANTAGE ADMINISTRATORS	5893	SELF FUND MEDICAL INS	11/19/2021	34.80	34.80
Total 112-3840-61840 CLAIMS-SIDE FUND:				113.57	113.57
112-3860-61500 MEDICAL-HEALTH					
WELLMARK INC	213210000022	DEC 2021 HOSPITAL INSURANC	11/20/2021	4,389.12	4,389.12
Total 112-3860-61500 MEDICAL-HEALTH:				4,389.12	4,389.12
112-3860-61600 WORKMENS COMPENSATION					
IMWCA	INV81637	WORKERS COMP PREM 21-22	12/01/2021	48.69	.00
Total 112-3860-61600 WORKMENS COMPENSATION:				48.69	.00
112-3860-61840 CLAIMS-SIDE FUND Q HRA FEE					
ADVANTAGE ADMINISTRATORS	2021 11 19	NOVEMBER 19 MEDICAL CLAIM	11/19/2021	23.52	23.52
ADVANTAGE ADMINISTRATORS	2021 11 24	NOVEMBER 24 MEDICAL CLAIM	11/24/2021	13.25	13.25
ADVANTAGE ADMINISTRATORS	2021 12 03	DECEMBER 24 MEDICAL CLAIM	12/03/2021	3.62	3.62
ADVANTAGE ADMINISTRATORS	2021 12 10	DECEMBER 10 MEDICAL CLAIM	12/10/2021	15.80	15.80
ADVANTAGE ADMINISTRATORS	5893	SELF FUND MEDICAL INS	11/19/2021	26.10	26.10
Total 112-3860-61840 CLAIMS-SIDE FUND Q HRA FEE:				82.29	82.29
112-3860-64990 EMPLOYEE BENEFITS CONSULTING					
TASC	IN2228788	ACA EMP REPORTING ADM FE	12/01/2021	84.00	84.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 112-3860-64990 EMPLOYEE BENEFITS CONSULTING:				84.00	84.00
113-3900-61840 FLEX SPENDING					
ADVANTAGE ADMINISTRATORS	2021 11 30	PAYROLL DEDUCTION FLEX SP	11/30/2021	714.38	714.38
ADVANTAGE ADMINISTRATORS	2021 11 30	PAYROLL DEDUCTION FLEX SP	11/30/2021	631.05	631.05
Total 113-3900-61840 FLEX SPENDING:				1,345.43	1,345.43
123-4410-67990 PARK CAPITAL					
BRYAN HEAVY EQUIPMENT INC	OEL-0	KUBOTA ZD121 1L-3-72 ZERO T	11/23/2021	13,797.22	13,797.22
MANATTS INC	5048211	CONCRETE - DISC GOLF	11/17/2021	682.50	682.50
MANATTS INC	5050294	CONCRETE - DISC GOLF	12/06/2021	580.13	.00
MANATTS INC	5051093	CONCRETE - DISC GOLF	12/15/2021	544.25	.00
Total 123-4410-67990 PARK CAPITAL:				15,604.10	14,479.72
123-5250-67280 ADMINISTRATION CAPITAL					
BERGANKDV TECHNOLOGY &	CW113666	INFRASTRUCTURE PROJECT D	11/29/2021	15,989.00	15,989.00
Total 123-5250-67280 ADMINISTRATION CAPITAL:				15,989.00	15,989.00
126-5206-64132 TIF TAX REBATE PERFORM REHAB					
PERFORMANCE REHAB 2 LLC	2021 12	TAX REBATE - TIF	12/15/2021	1,368.52	1,368.52
Total 126-5206-64132 TIF TAX REBATE PERFORM REHAB:				1,368.52	1,368.52
127-5302-64132 TIF TAX REBATE CORNERSTONE INN					
CORNERSTONE INN & SUITES	2021 12	TAX REBATE - TIF	12/15/2021	17,003.86	17,003.86
Total 127-5302-64132 TIF TAX REBATE CORNERSTONE INN:				17,003.86	17,003.86
127-5304-64132 TIF TAX REBATE FORSYTH					
QUALITY PLUS MFG INC	2021 12	TAX REBATE TIF	12/15/2021	23,883.03	23,883.03
Total 127-5304-64132 TIF TAX REBATE FORSYTH:				23,883.03	23,883.03
127-5306-64132 TIF TAX REBATE STEILS STUDIO					
STEIL'S STUDIO OF DANCE	2021 12	TAX REBATE - TIF	12/15/2021	6,843.44	6,843.44
Total 127-5306-64132 TIF TAX REBATE STEILS STUDIO:				6,843.44	6,843.44
160-1710-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	27.51	27.51
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	31.68	31.68
US CELLULAR	453072630 202	TABLET	12/02/2021	66.75	66.75
Total 160-1710-63750 CELLULAR/PAGING:				125.94	125.94
160-1710-64080 INSURANCE-LIABILITY					
IMWCA	INV81637	WORKERS COMP PREM 21-22	12/01/2021	106.69	.00
Total 160-1710-64080 INSURANCE-LIABILITY:				106.69	.00
160-1710-65070 SUPPLIES					
CARDMEMBER SERVICES	3357 JS 2021	TURNKEY MOBILE - THERMAL	12/06/2021	540.50	540.50

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 160-1710-65070 SUPPLIES:				540.50	540.50
160-5030-67901 HOMES FOR IOWA					
ALLIANT ENERGY	1199211000 20	ELEC/GAS SERVICE 318 7TH S	12/07/2021	112.07	112.07
FAYETTE COUNTY ABSTRACT	144398	ABSTRACT 318 7TH ST SW	12/09/2021	600.00	.00
LUMBER RIDGE HOME SOURC	C1360	AZEK/1/2" PINE QUARTER ROU	11/30/2021	71.56	.00
LUMBER RIDGE HOME SOURC	D3785	1/2" PINE QUARTER ROUND - 3	11/02/2021	70.38	.00
LUMBER RIDGE HOME SOURC	D3815	JAM ULTIMOUNT - 318 7TH ST S	11/29/2021	489.72	.00
LUMBER RIDGE HOME SOURC	L1084	RETURNED - 4X4X12 TREATED	11/30/2021	111.60-	.00
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE IA HO	12/01/2021	49.27	49.27
Total 160-5030-67901 HOMES FOR IOWA:				1,281.40	161.34
160-5200-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2021	PHONE/INTERNET SERVICE	11/16/2021	99.21	99.21
Total 160-5200-63730 COMMUNICATIONS:				99.21	99.21
160-5200-64010 AUDIT					
OFFICE OF AUDITOR OF STATE	2021 12 07	2020-2021 AUDIT REPORT	12/07/2021	156.25	156.25
Total 160-5200-64010 AUDIT:				156.25	156.25
160-5200-64110 LEGAL EXPENSE					
DILLON LAW PC	9473	NOVEMBER LEGAL SERVICE	12/03/2021	330.93	.00
Total 160-5200-64110 LEGAL EXPENSE:				330.93	.00
160-5200-64133 TOURISM					
ALLIANT ENERGY	8100421000 20	ELECTRIC SERVICE	12/07/2021	26.45	26.45
Total 160-5200-64133 TOURISM:				26.45	26.45
160-5200-64139 OCAD DUES					
OELWEIN CHAMBER & AREA D	2021 12 03	2ND QTR CONTRIBUTION	12/03/2021	12,500.00	.00
Total 160-5200-64139 OCAD DUES:				12,500.00	.00
160-5200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	303622320	NOV 08 MINUTES	11/13/2021	20.85	.00
OELWEIN PUBLISHING CO	303622321-1	ORD 1194 - TRAFFIC CAMERAS	11/13/2021	24.45	.00
Total 160-5200-64140 LEGAL PUBLICATION:				45.30	.00
160-5200-64904 JUNK HOUSE REMOVAL					
FAYETTE CO TREASURER	1821482004 20	PROPERTY TAXES 313 4TH AVE	12/01/2021	268.00	268.00
HOMETOWN PEST CONTROL	77586 12388	PEST CONTROL SERVICES 33	10/01/2021	137.71	137.71
HOMETOWN PEST CONTROL	77699 12387	PEST CONTROL SERVICES 27	10/01/2021	137.71	137.71
HOMETOWN PEST CONTROL	77815 79200 1	PEST CONTROL SERVICES 23 2	10/04/2021	322.74	322.74
Total 160-5200-64904 JUNK HOUSE REMOVAL:				866.16	866.16
160-5200-65060 OFFICE SUPPLIES					
COPY SYSTEMS INC	IN431336	COPIER MAINT SUPPORT	12/06/2021	11.22	.00
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21-11/3/21	11/15/2021	5.83	5.83
STOREY KENWORTHY CORP	PINV951334	MINUTE BOOKS/FILLER SHEET	11/29/2021	819.77	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 160-5200-65060 OFFICE SUPPLIES:				836.82	5.83
160-5200-67900 ED INFRASTRUCTURE/PLANNING					
CONFLUENCE INC	22330	PROJECT 21421 OELWEIN PAR	12/16/2021	2,145.55	.00
FEHR GRAHAM ENGINEERING	104296	PROJECT 21-959 BOUNDARY S	11/30/2021	1,496.00	.00
Total 160-5200-67900 ED INFRASTRUCTURE/PLANNING:				3,641.55	.00
161-5225-64030 ADMINISTRATIVE COSTS					
UPPER EXPLORERLAND	FY21378	NOVEMBER 2021 ADMIN COST	11/30/2021	853.40	.00
Total 161-5225-64030 ADMINISTRATIVE COSTS:				853.40	.00
161-5225-64907 REVOLVING FUNDS DISBURSED					
CATHERINE NOLAN	2021 12 03	IRP LOAN PROCEEDS	12/03/2021	29,139.80	29,139.80
Total 161-5225-64907 REVOLVING FUNDS DISBURSED:				29,139.80	29,139.80
200-7100-68011 2011 BONDS					
UMB BANK NA	OELWEIN 11A	2011A BONDS INTEREST PAYM	11/29/2021	1,450.00	1,450.00
Total 200-7100-68011 2011 BONDS:				1,450.00	1,450.00
200-7100-68014 GO BONDS POLICE FACILITY					
UMB BANK NA	OELWEIN 14 2	2014 BONDS INTEREST PAYME	11/29/2021	43,662.50	43,662.50
Total 200-7100-68014 GO BONDS POLICE FACILITY:				43,662.50	43,662.50
200-7100-68015 2020 GO BOND					
UMB BANK NA	OELWEIN 20 2	2020 BONDS INTEREST PAYME	11/29/2021	22,800.00	22,800.00
Total 200-7100-68015 2020 GO BOND:				22,800.00	22,800.00
200-7100-68016 UR GO BOND ED 2016A					
UMB BANK NA	OELWEIN 16A	2016A BONDS INTEREST PAYM	11/29/2021	57,800.00	57,800.00
Total 200-7100-68016 UR GO BOND ED 2016A:				57,800.00	57,800.00
200-7100-68017 2016B GO BOND					
UMB BANK NA	OELWEIN 16B	2016B BONDS INTEREST PAYM	11/29/2021	5,851.25	5,851.25
Total 200-7100-68017 2016B GO BOND:				5,851.25	5,851.25
200-7100-68019 2016D WATER REVENUE BONDS					
UMB BANK NA	OELWEIN 16D	2016D BONDS INTEREST PAYM	11/29/2021	4,316.25	4,316.25
Total 200-7100-68019 2016D WATER REVENUE BONDS:				4,316.25	4,316.25
287-7117-68010 2020 GO BOND					
IOWA SURVEILLANCE TEAM	90003	INSTALL AND PROGRAMMING	12/14/2021	2,404.92	.00
LINCOLN AQUATICS	L6482495	SPLASH & SLAM BASKETBALL	12/10/2021	712.20	.00
Total 287-7117-68010 2020 GO BOND:				3,117.12	.00
307-4300-64950 CONTRACTS					
FEHR GRAHAM ENGINEERING	104295	PROJECT 21-931 SEGMENT 3 T	11/30/2021	3,039.25	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 307-4300-64950 CONTRACTS:				3,039.25	.00
385-8125-64070 CONTRACTS, ENGINEERS					
FOX ENGINEERING ASSOCIATE	48436	OEL 2020 WATER MAIN REPLA	09/30/2021	23,823.89	.00
FOX ENGINEERING ASSOCIATE	48629	OEL 2020 WATER MAIN REPLA	10/30/2021	32,178.00	.00
FOX ENGINEERING ASSOCIATE	48662	OEL 2020 WATER MAIN REPLA	11/30/2021	29,190.47	.00
UPPER EXPLORERLAND	FY21383	CDBG - WATER/SEWER #19-WS	11/30/2021	492.45	.00
Total 385-8125-64070 CONTRACTS, ENGINEERS:				85,684.81	.00
386-8120-64070 CONTRACTS,ENGINEERS					
FOX ENGINEERING ASSOCIATE	48428	OEL WELL & DISINFECTION IMP	09/30/2021	95.00	.00
FOX ENGINEERING ASSOCIATE	48652	OEL WELL & DISINFECTION IMP	11/30/2021	308.00	.00
Total 386-8120-64070 CONTRACTS,ENGINEERS:				403.00	.00
600-6200-61500 MEDICAL-HEALTH					
WELLMARK INC	213210000022	DEC 2021 HOSPITAL INSURANC	11/20/2021	8,159.89	8,159.89
Total 600-6200-61500 MEDICAL-HEALTH:				8,159.89	8,159.89
600-6200-61600 WORKMENS COMPENSATION					
IMWCA	INV81637	WORKERS COMP PREM 21-22	12/01/2021	745.54	.00
Total 600-6200-61600 WORKMENS COMPENSATION:				745.54	.00
600-6200-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2021 11 19	NOVEMBER 19 MEDICAL CLAIM	11/19/2021	1,759.02	1,759.02
ADVANTAGE ADMINISTRATORS	2021 11 24	NOVEMBER 24 MEDICAL CLAIM	11/24/2021	48.31	48.31
ADVANTAGE ADMINISTRATORS	2021 12 03	DECEMBER 24 MEDICAL CLAIM	12/03/2021	41.16	41.16
ADVANTAGE ADMINISTRATORS	2021 12 10	DECEMBER 10 MEDICAL CLAIM	12/10/2021	32.34	32.34
ADVANTAGE ADMINISTRATORS	5893	SELF FUND MEDICAL INS	11/19/2021	43.50	43.50
Total 600-6200-61840 CLAIMS-SIDE FUND:				1,924.33	1,924.33
600-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
IMFOA	2021 12 16 BM	ANNUAL MEMBERSHIP 2021-22	12/16/2021	6.67	6.67
IMFOA	2021 12 16 BW	ANNUAL MEMBERSHIP 2021-22	12/16/2021	6.67	6.67
IMFOA	2021 12 16 KM	ANNUAL MEMBERSHIP 2021-22	12/16/2021	16.67	16.67
Total 600-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				30.01	30.01
600-6200-63100 BUILDING					
ACE HARDWARE	B87551	HEX KEY SET - TOOLS WATER	11/05/2021	1.33	.00
SCHWICKERT'S TECTA AMERIC	510086718	2021 TT INSP PRIORITY REPAIR	12/09/2021	1,100.00	.00
Total 600-6200-63100 BUILDING:				1,101.33	.00
600-6200-63730 COMMUNICATIONS					
GORDON FLESCH COMPANY IN	IN13546547	SERVICE CALL & PARTS - 2 PH	11/24/2021	174.65	.00
MEDIACOM COMMUNICATIONS	0003535 2021	PHONE/INTERNET SERVICE	11/16/2021	96.90	96.90
MEDIACOM COMMUNICATIONS	0003535 2021	PHONE/INTERNET SERVICE	11/16/2021	99.21	99.21
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	29.63	29.63
Total 600-6200-63730 COMMUNICATIONS:				400.39	225.74

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
600-6200-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	40.54	40.54
ALLIANT ENERGY	9707011000 20	GAS SERVICE	11/12/2021	67.34	67.34
EAGLE POINT ENERGY 5 LLC	OELWEIN 38	ELECTRIC SERVICE	12/02/2021	61.34	61.34
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	33.42	33.42
Total 600-6200-63810 UTILITIES:				202.64	202.64
600-6200-64010 AUDIT					
OFFICE OF AUDITOR OF STATE	2021 12 07	2020-2021 AUDIT REPORT	12/07/2021	62.50	62.50
Total 600-6200-64010 AUDIT:				62.50	62.50
600-6200-64090 JANITORIAL					
HORAN CLEANING LLC	1379	MONTHLY CITY HALL CLEANIN	11/23/2021	115.00	115.00
Total 600-6200-64090 JANITORIAL:				115.00	115.00
600-6200-64110 LEGAL EXPENSE					
DILLON LAW PC	9473	NOVEMBER LEGAL SERVICE	12/03/2021	413.66	.00
LYNCH DALLAS PC	192499	LEGAL/PROFESSIONAL FEES	11/22/2021	146.50	.00
Total 600-6200-64110 LEGAL EXPENSE:				560.16	.00
600-6200-64140 LEGAL PUBLICATION					
FAYETTE COUNTY UNION	303618857 & 3	HELP WANTED ADS ADMIN ASS	11/10/2021	102.00	.00
OELWEIN PUBLISHING CO	303617634-30	HELP WANTED ADS - DEPUTY	11/12/2021	414.19	.00
OELWEIN PUBLISHING CO	303622320	NOV 08 MINUTES	11/13/2021	27.80	.00
OELWEIN PUBLISHING CO	303622321-1	ORD 1194 - TRAFFIC CAMERAS	11/13/2021	32.60	.00
Total 600-6200-64140 LEGAL PUBLICATION:				576.59	.00
600-6200-64182 WATER EXCISE TAX					
TREASURER STATE OF IOWA	1-33-809659 2	NOVEMBER WET TAX	11/30/2021	5,030.00	5,030.00
Total 600-6200-64182 WATER EXCISE TAX:				5,030.00	5,030.00
600-6200-64950 CONTRACTS					
MUNICIPAL CODE CORPORATI	368110	WEBSITE BASE FEATURES - 1S	12/14/2021	1,000.00	.00
MUNICIPAL SUPPLY INC	820952-IN	SENSUS ANNUAL RNI/SA SUPP	12/09/2021	2,629.00	.00
Total 600-6200-64950 CONTRACTS:				3,629.00	.00
600-6200-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113082	OFFICE 365	11/05/2021	13.75	13.75
BERGANKDV TECHNOLOGY &	CW113082	PREMIUM OFFICE 365	11/05/2021	33.33	33.33
BERGANKDV TECHNOLOGY &	CW113082	HOSTED EXCHANGE	11/05/2021	26.67	26.67
BERGANKDV TECHNOLOGY &	CW113192	EMAIL SECURITY	11/05/2021	38.00	38.00
BERGANKDV TECHNOLOGY &	CW113198	WEBROOT	11/05/2021	36.67	36.67
CARDMEMBER SERVICES	0060 BR 2021	LOGITECH STORE - MOUSE	12/06/2021	38.00	38.00
CARDMEMBER SERVICES	8557 DM 2021	ADOBE - MONTHLY SUB	12/06/2021	27.74	27.74
CARDMEMBER SERVICES	8557 DM 2021	ADOBE - MONTHLY SUB	12/06/2021	30.02	30.02
COMPASS BUSINESS Solutio	187784C	DISCONNECTION NOTICES	12/15/2021	43.80	.00
COMPASS BUSINESS Solutio	187785C	REMINDER NOTICES	12/15/2021	147.73	.00
COPY SYSTEMS INC	IN431336	COPIER MAINT SUPPORT	12/06/2021	11.22	.00
FIDELITY BANK & TRUST	2021 11 30	PSN MONTHLY FEE-CR CARD/D	11/30/2021	27.45	27.45
LINSTAR INC	103791	EMPLOYEE ID CARDS	10/06/2021	12.80	12.80

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
LUMBER RIDGE HOME SOURC	B74564	BATTERIES - DOOR BELL	11/15/2021	11.99	.00
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	548.28	548.28
STOREY KENWORTHY CORP	PINV951334	MINUTE BOOKS/FILLER SHEET	11/29/2021	819.76	.00
U S POST OFFICE	2021 11 30	DECEMBER WATER BILLS POS	11/30/2021	261.51	261.51
Total 600-6200-65060 OFFICE SUPPLIES:				2,128.72	1,094.22
600-8100-61990 EMPLOYEE PERSONNEL EXPENSE					
AMERICAN PUBLIC WORKS AS	25382 2021 10	ANNUAL MEMBERSHIP DUES	10/05/2021	180.00	.00
COVENANT OCCUPATIONAL M	60651	ANNUAL QUERY	12/07/2021	25.00	.00
JOSH LOBAN	5076257 1452	CDL LICENSE	11/30/2021	32.00	32.00
KERNS COMPANY INC	139852	UNIFORMS	12/08/2021	598.42	.00
Total 600-8100-61990 EMPLOYEE PERSONNEL EXPENSE:				835.42	32.00
600-8100-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2021	PHONE/INTERNET SERVICE	11/16/2021	189.67	189.67
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	61.72	61.72
US CELLULAR	453072630 202	TABLET	12/02/2021	46.84	46.84
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	21.70	21.70
Total 600-8100-63730 COMMUNICATIONS:				319.93	319.93
600-8100-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	12/06/2021	5,034.71	5,034.71
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	193.56	193.56
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	343.94	343.94
ALLIANT ENERGY	9707011000 20	GAS SERVICE	11/12/2021	87.52	87.52
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	57.04	57.04
Total 600-8100-63810 UTILITIES:				5,716.77	5,716.77
600-8100-64920 ONE CALL					
IOWA ONE CALL	236463	ONE CALLS	11/19/2021	40.50	40.50
Total 600-8100-64920 ONE CALL:				40.50	40.50
600-8100-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113082	PREMIUM OFFICE 365	11/05/2021	12.50	12.50
BERGANKDV TECHNOLOGY &	CW113971	CLOUD CONT DESKTOP	12/08/2021	24.00	.00
Total 600-8100-65060 OFFICE SUPPLIES:				36.50	12.50
600-8100-65070 SUPPLIES					
ACE HARDWARE	A224606	ROTRY HMR BIT	11/08/2021	31.99	.00
ACE HARDWARE	A225247	BATTERIES	11/15/2021	39.98	.00
ACE HARDWARE	A225594	MAXFIT POWER BIT/WOOD SC	11/19/2021	12.98	.00
ACE HARDWARE	B87716	CONNECTORS	11/08/2021	4.58	.00
ACE HARDWARE	B87727	PIPE/FLANGE/TEE/NIPPLE	11/08/2021	45.93	.00
ACE HARDWARE	B88261	PIPE/PIPE CUTTING/COUPLER	11/17/2021	33.95	.00
ACE HARDWARE	B88660	CLEANING KIT	11/24/2021	79.99	.00
ICE MANUFACTURING INC	1225	HINGE	12/03/2021	23.90	.00
JOHN DEERE FINANCIAL F.S.B.	2798453	GLYCERIN GUAGE	11/24/2021	13.99	13.99
MUNICIPAL SUPPLY INC	818306-IN	FREIGHT - UNIPRO COMM TOO	11/12/2021	22.12	.00
STATE HYGIENIC LABORATORY	221590	LAB TESTS	11/30/2021	500.00	.00
TESTAMERICA LABORATORIES	3100054323	WATER SAMPLES	11/23/2021	147.00	.00
USABLUBOOK	804154	COUPLING/TUBE ASSEMBLY	11/29/2021	345.47	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
USABLUEBOOK	807083	FLAGS/VALVE	12/01/2021	140.63	.00
UTILITY EQUIPMENT CO	30062466-000	EXT/CLAMPS/LID	11/24/2021	2,011.61	.00
UTILITY EQUIPMENT CO	30062641-000	CURB BOXES	12/13/2021	991.72	.00
Total 600-8100-65070 SUPPLIES:				4,445.84	13.99
600-8100-67990 CAPITAL OUTLAY					
MUNICIPAL SUPPLY INC	820595-IN	RNI SETUP / RNI & SA TRAININ	12/08/2021	5,382.50	.00
Total 600-8100-67990 CAPITAL OUTLAY:				5,382.50	.00
601-8140-64070 ENGINEERING					
FOX ENGINEERING ASSOCIATE	48429	WEST WATER TOWER PAINTIN	09/30/2021	14,237.68	.00
FOX ENGINEERING ASSOCIATE	48653	WEST WATER TOWER PAINTIN	11/30/2021	554.00	.00
Total 601-8140-64070 ENGINEERING:				14,791.68	.00
640-8250-65041 EQUIPMENT					
DICKS PETROLEUM CO	35919	DOWNPAYMENT - UPGRADE P	12/15/2021	6,000.00	.00
IA DEPT NATURAL RESOURCES	198603098 202	ANNUAL STORAGE TANK FEE	12/13/2021	130.00	.00
Total 640-8250-65041 EQUIPMENT:				6,130.00	.00
670-8400-65060 OFFICE SUPPLIES					
COMPASS BUSINESS SOLUTIO	187784C	DISCONNECTION NOTICES	12/15/2021	21.90	.00
COMPASS BUSINESS SOLUTIO	187785C	REMINDER NOTICES	12/15/2021	73.86	.00
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21-11/3/21	11/15/2021	3.18	3.18
U S POST OFFICE	2021 11 30	DECEMBER WATER BILLS POS	11/30/2021	123.07	123.07
Total 670-8400-65060 OFFICE SUPPLIES:				222.01	126.25
670-8420-64950 BLACKHAWK CONTRACT					
BLACKHAWK WASTE DISPOSA	04-288213 202	MONTHLY GARBAGE/RECYCLI	11/15/2021	27,512.50	27,512.50
BLACKHAWK WASTE DISPOSA	04-288247 202	OCTOBER 2021 ASSISTED PICK	11/15/2021	63.75	63.75
BLACKHAWK WASTE DISPOSA	04-288973 202	OCTOBER 2021 MULTI TOTES	11/15/2021	270.20	270.20
Total 670-8420-64950 BLACKHAWK CONTRACT:				27,846.45	27,846.45
671-8410-65060 OFFICE SUPPLIES					
COMPASS BUSINESS SOLUTIO	187784C	DISCONNECTION NOTICES	12/15/2021	21.90	.00
COMPASS BUSINESS SOLUTIO	187785C	REMINDER NOTICES	12/15/2021	73.86	.00
U S POST OFFICE	2021 11 30	DECEMBER WATER BILLS POS	11/30/2021	61.53	61.53
Total 671-8410-65060 OFFICE SUPPLIES:				157.29	61.53
680-8220-63730 COMMUNICATIONS					
CARDMEMBER SERVICES	3397 JR 2021	YESIMUSIC - MONTHLY SUB	12/06/2021	8.94	8.94
Total 680-8220-63730 COMMUNICATIONS:				8.94	8.94
680-8220-64180 SALES TAX					
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2021	732.00	732.00
Total 680-8220-64180 SALES TAX:				732.00	732.00
680-8220-65041 EQUIPMENT					
PUSH PEDAL PULL INC	322389	PREVENTATIVE MAINT	11/05/2021	187.50	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
PUSH PEDAL PULL INC	323337	SERVICE CALL - REPLACE PAR	11/18/2021	98.15	.00
Total 680-8220-65041 EQUIPMENT:				285.65	.00
680-8220-65060 OFFICE SUPPLIES					
FIDELITY BANK & TRUST	2021 11 30	WELLNESS CENTER MERCHAN	11/30/2021	107.21	107.21
FIDELITY BANK & TRUST	2021 11 30	WELLNESS BANKCARD FEES	11/30/2021	145.45	145.45
FIDELITY BANK & TRUST	2021 11 30	WELLNESS TSYS FEES-ACH BI	11/30/2021	174.70	174.70
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	21.26	21.26
Total 680-8220-65060 OFFICE SUPPLIES:				448.62	448.62
680-8220-65070 SUPPLIES					
COPY SYSTEMS INC	IN431014	COPIER MAINT SUPPORT	12/03/2021	40.56	.00
FAREWAY STORES INC	24822	KLEENEX	11/29/2021	4.99	.00
Total 680-8220-65070 SUPPLIES:				45.55	.00
680-8220-65350 AFTER SCHOOL PROGRAMS					
FAREWAY STORES INC	12216	SNACKS/JUICE BOXES	11/02/2021	56.23	.00
FAREWAY STORES INC	24822	SNACKS/JUICE BOXES	11/29/2021	39.90	.00
FAREWAY STORES INC	28146	SNACKS/JUICE BOXES	11/15/2021	83.26	.00
Total 680-8220-65350 AFTER SCHOOL PROGRAMS:				179.39	.00
700-6200-61500 MEDICAL-HEALTH					
WELLMARK INC	213210000022	DEC 2021 HOSPITAL INSURANC	11/20/2021	7,461.51	7,461.51
Total 700-6200-61500 MEDICAL-HEALTH:				7,461.51	7,461.51
700-6200-61600 WORKMENS COMPENSATION					
IMWCA	INV81637	WORKERS COMP PREM 21-22	12/01/2021	725.18	.00
Total 700-6200-61600 WORKMENS COMPENSATION:				725.18	.00
700-6200-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2021 11 19	NOVEMBER 19 MEDICAL CLAIM	11/19/2021	115.32	115.32
ADVANTAGE ADMINISTRATORS	2021 11 24	NOVEMBER 24 MEDICAL CLAIM	11/24/2021	196.29	196.29
ADVANTAGE ADMINISTRATORS	2021 12 03	DECEMBER 24 MEDICAL CLAIM	12/03/2021	604.08	604.08
ADVANTAGE ADMINISTRATORS	2021 12 10	DECEMBER 10 MEDICAL CLAIM	12/10/2021	70.04	70.04
ADVANTAGE ADMINISTRATORS	5893	SELF FUND MEDICAL INS	11/19/2021	34.80	34.80
Total 700-6200-61840 CLAIMS-SIDE FUND:				1,020.53	1,020.53
700-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
IMFOA	2021 12 16 BM	ANNUAL MEMBERSHIP 2021-22	12/16/2021	6.67	6.67
IMFOA	2021 12 16 BW	ANNUAL MEMBERSHIP 2021-22	12/16/2021	6.67	6.67
IMFOA	2021 12 16 KM	ANNUAL MEMBERSHIP 2021-22	12/16/2021	16.67	16.67
Total 700-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				30.01	30.01
700-6200-63100 BUILDING					
ACE HARDWARE	B87551	HEX KEY SET - TOOLS WATER	11/05/2021	1.33	.00
SCHWICKERT'S TECTA AMERIC	510086718	2021 TT INSP PRIORITY REPAIR	12/09/2021	1,100.00	.00
Total 700-6200-63100 BUILDING:				1,101.33	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
700-6200-63730 COMMUNICATIONS					
GORDON FLESCH COMPANY IN	IN13546547	SERVICE CALL & PARTS - 2 PH	11/24/2021	174.65	.00
MEDIACOM COMMUNICATIONS	0003535 2021	PHONE/INTERNET SERVICE	11/16/2021	99.22	99.22
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	29.64	29.64
Total 700-6200-63730 COMMUNICATIONS:				303.51	128.86
700-6200-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	40.53	40.53
ALLIANT ENERGY	9707011000 20	GAS SERVICE	11/12/2021	67.33	67.33
EAGLE POINT ENERGY 5 LLC	OELWEIN 38	ELECTRIC SERVICE	12/02/2021	61.34	61.34
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	33.43	33.43
Total 700-6200-63810 UTILITIES:				202.63	202.63
700-6200-64010 AUDIT					
OFFICE OF AUDITOR OF STATE	2021 12 07	2020-2021 AUDIT REPORT	12/07/2021	62.50	62.50
Total 700-6200-64010 AUDIT:				62.50	62.50
700-6200-64090 JANITORIAL					
HORAN CLEANING LLC	1379	MONTHLY CITY HALL CLEANIN	11/23/2021	115.00	115.00
Total 700-6200-64090 JANITORIAL:				115.00	115.00
700-6200-64110 LEGAL EXPENSE					
DILLON LAW PC	9473	NOVEMBER LEGAL SERVICE	12/03/2021	413.66	.00
LYNCH DALLAS PC	192499	LEGAL/PROFESSIONAL FEES	11/22/2021	146.50	.00
Total 700-6200-64110 LEGAL EXPENSE:				560.16	.00
700-6200-64140 LEGAL PUBLICATION					
FAYETTE COUNTY UNION	303618857 & 3	HELP WANTED ADS ADMIN ASS	11/10/2021	102.00	.00
OELWEIN PUBLISHING CO	303617634-30	HELP WANTED ADS - DEPUTY	11/12/2021	414.19	.00
OELWEIN PUBLISHING CO	303622320	NOV 08 MINUTES	11/13/2021	27.80	.00
OELWEIN PUBLISHING CO	303622321-1	ORD 1194 - TRAFFIC CAMERAS	11/13/2021	32.60	.00
Total 700-6200-64140 LEGAL PUBLICATION:				576.59	.00
700-6200-64180 SALES TAX					
TREASURER STATE OF IOWA	1-33-000974 2	NOVEMBER SALES TAX	11/30/2021	1,571.00	1,571.00
Total 700-6200-64180 SALES TAX:				1,571.00	1,571.00
700-6200-64950 CONTRACTS					
MUNICIPAL CODE CORPORATI	368110	WEBSITE BASE FEATURES - 1S	12/14/2021	1,000.00	.00
MUNICIPAL SUPPLY INC	820952-IN	SENSUS ANNUAL RNI/SA SUPP	12/09/2021	2,629.00	.00
Total 700-6200-64950 CONTRACTS:				3,629.00	.00
700-6200-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113082	OFFICE 365	11/05/2021	13.75	13.75
BERGANKDV TECHNOLOGY &	CW113082	PREMIUM OFFICE 365	11/05/2021	33.34	33.34
BERGANKDV TECHNOLOGY &	CW113082	HOSTED EXCHANGE	11/05/2021	26.67	26.67
BERGANKDV TECHNOLOGY &	CW113192	EMAIL SECURITY	11/05/2021	38.00	38.00
BERGANKDV TECHNOLOGY &	CW113198	WEBROOT	11/05/2021	36.67	36.67
CARDMEMBER SERVICES	0060 BR 2021	LOGITECH STORE - MOUSE	12/06/2021	38.00	38.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
CARDMEMBER SERVICES	8557 DM 2021	ADOBE - MONTHLY SUB	12/06/2021	27.74	27.74
CARDMEMBER SERVICES	8557 DM 2021	ADOBE - MONTHLY SUB	12/06/2021	30.02	30.02
COMPASS BUSINESS Solutio	187784C	DISCONNECTION NOTICES	12/15/2021	58.40	.00
COMPASS BUSINESS Solutio	187785C	REMINDER NOTICES	12/15/2021	196.97	.00
COPY SYSTEMS INC	IN431336	COPIER MAINT SUPPORT	12/06/2021	11.22	.00
FIDELITY BANK & TRUST	2021 11 30	PSN MONTHLY FEE-CR CARD/D	11/30/2021	27.45	27.45
LINSTAR INC	103791	EMPLOYEE ID CARDS	10/06/2021	12.80	12.80
LUMBER RIDGE HOME SOURC	B74564	BATTERIES - DOOR BELL	11/15/2021	11.99	.00
QUADIENT FINANCE USA INC	790004408028	POSTAGE 8/31/21--11/3/21	11/15/2021	280.90	280.90
STOREY KENWORTHY CORP	PINV951334	MINUTE BOOKS/FILLER SHEET	11/29/2021	819.77	.00
U S POST OFFICE	2021 11 30	DECEMBER WATER BILLS POS	11/30/2021	323.05	323.05
Total 700-6200-65060 OFFICE SUPPLIES:				1,986.74	888.39
700-8310-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	11/24/2021	436.09	436.09
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	64.52	64.52
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	30.76	30.76
ALLIANT ENERGY	9707011000 20	GAS SERVICE	11/12/2021	29.18	29.18
Total 700-8310-63810 UTILITIES:				560.55	560.55
700-8310-64920 ONE CALL					
IOWA ONE CALL	236463	ONE CALLS	11/19/2021	40.50	40.50
Total 700-8310-64920 ONE CALL:				40.50	40.50
700-8310-64950 CONTRACTS					
FOX ENGINEERING ASSOCIATE	48433	OEL NE SANITARY SEWER IMP	09/30/2021	6,000.00	.00
FOX ENGINEERING ASSOCIATE	48625	OEL NE SANITARY SEWER IMP	10/30/2021	1,705.00	.00
FOX ENGINEERING ASSOCIATE	48658	OEL NE SANITARY SEWER IMP	11/30/2021	15,051.20	.00
Total 700-8310-64950 CONTRACTS:				22,756.20	.00
700-8310-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113971	CLOUD CONT DESKTOP	12/08/2021	24.00	.00
Total 700-8310-65060 OFFICE SUPPLIES:				24.00	.00
700-8500-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	0201 VK 2021	GAZETTE CO - HELP WANTED	12/06/2021	682.80	682.80
COVENANT OCCUPATIONAL M	60651	ANNUAL QUERY	12/07/2021	10.00	.00
KERNS COMPANY INC	139852	UNIFORMS	12/08/2021	598.41	.00
OELWEIN PUBLISHING CO	303628662-30	HELP WANTED ADS - WASTE T	11/30/2021	445.56	.00
THE COURIER	205926	HELP WANTED ADS - WASTE T	11/28/2021	206.15	.00
Total 700-8500-61990 EMPLOYEE PERSONNEL EXPENSE:				1,942.92	682.80
700-8500-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2021	PHONE/INTERNET SERVICE	11/16/2021	161.68	161.68
US CELLULAR	453072630 202	CELLPHONE SERVICE	12/02/2021	21.69	21.69
Total 700-8500-63730 COMMUNICATIONS:				183.37	183.37
700-8500-63810 UTILITIES					
ALLIANT ENERGY	6455490000 20	ELECTRIC SERVICE	11/11/2021	6,968.09	6,968.09
ALLIANT ENERGY	9707011000 20	GAS SERVICE	11/12/2021	311.95	311.95

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	36.58	36.58
OELWEIN CITY WATER	2021 12 01	WATER/SEWER SERVICE	12/01/2021	253.58	253.58
Total 700-8500-63810 UTILITIES:				7,570.20	7,570.20
700-8500-64950 CONTRACTS					
FOX ENGINEERING ASSOCIATE	48425	OEL IND PRETREATMENT CON	09/30/2021	915.50	.00
Total 700-8500-64950 CONTRACTS:				915.50	.00
700-8500-65041 EQUIPMENT					
BARRON MOTOR SUPPLY	226895	BLOCK HEATER	12/01/2021	220.00	.00
Total 700-8500-65041 EQUIPMENT:				220.00	.00
700-8500-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW113082	PREMIUM OFFICE 365	11/05/2021	12.50	12.50
Total 700-8500-65060 OFFICE SUPPLIES:				12.50	12.50
700-8500-65070 SUPPLIES					
FAREWAY STORES INC	31679	LAB SUPPLIES	11/30/2021	43.26	.00
HAWKINS INC	6073863	AZONE	11/29/2021	1,071.13	.00
KENS ELECTRIC	308255	THERMOSTAT	12/07/2021	123.39	.00
LUMBER RIDGE HOME SOURC	A144184	UPS SHIPPING	11/02/2021	83.61	.00
TESTAMERICA LABORATORIES	3100054320	WASTEWATER SAMPLES	11/23/2021	766.50	.00
Total 700-8500-65070 SUPPLIES:				2,087.89	.00
700-8500-67990 CAPITAL OUTLAY					
MUNICIPAL SUPPLY INC	820595-IN	RNI SETUP / RNI & SA TRAININ	12/08/2021	5,382.50	.00
Total 700-8500-67990 CAPITAL OUTLAY:				5,382.50	.00
Grand Totals:				733,158.74	398,609.41

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
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Report Criteria:

- Detail report.
 - Invoices with totals above \$0.00 included.
 - Paid and unpaid invoices included.
-

Report Criteria:

Summary report

Check Number	Check Issue Date	Payee	Amount
56289	11/24/2021	JENNIFER PARKER	41.68-
57641	12/10/2021	CASSANDRA MORGAN	156.69-
57872	11/24/2021	JENNIFER PARKER	41.68
57873	11/24/2021	PELADIJA DIERS	15.00
57874	11/24/2021	CARDELL BROWN	51.14
57875	11/24/2021	NATHAN GIVANT	125.44
57876	11/24/2021	MARY HILLS OR CARRIE FOX	122.52
57877	11/24/2021	LUKE MEYER	79.43
57878	11/24/2021	TIMOTHY PEOPLES	14.22
57879	11/24/2021	CONNIE THOMPSON	150.24
57880	11/24/2021	KAELA MINTON	154.35
57881	11/24/2021	LEO OR JOAN STEFFEN	110.39
57883	11/29/2021	MOD GUYS	100.00
57886	11/29/2021	TODD OR MARY BENDER	3,750.00
57907	12/08/2021	KS CONSTRUCTION	223.00
57908	12/08/2021	WALVATNE ELECTRIC INC	90.00
57909	12/08/2021	BOYD JONES	287.76
57910	12/08/2021	PATRICIA MCCONNELEE	128.57
57911	12/08/2021	OVERLAND PROPERTIES LLC	150.17
57917	12/10/2021	DOMINICK KNOWLES	50.08
57918	12/10/2021	CITY OF OELWEIN	156.69
57930	12/15/2021	CORRINE BENNETT	156.79
57931	12/15/2021	CASY FULLER	156.76
Grand Totals:			<u><u>5,915.86</u></u>

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-71, SECTION 3-73, SECTION 3-78, SECTION 3-79, SECTION 3-81
TO MODIFY CITY ADMINISTRATOR AND CITY CLERK DUTIES

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 replacing Section 3-71, paragraph two with the following:

The city administrator shall be the finance director. The city administrator shall be qualified by experience and training in management.

Section 2. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Section 3-73 (7) and (8) with the following:

7. The administrator shall supervise the purchase of all materials, supplies and equipment for which funds are provided in the budget; let contracts necessary for the operation or maintenance of city services and attend the purchase of all materials, supplies and equipment necessary thereto up to and including the sum of ten thousand dollars (\$10,000.00), obtain and receive bids for such purchases of materials, supplies and equipment in excess of ten thousand dollars (\$10,000.00) in the manner and as required from time to time by decision of the city council and present them to the council for approval, advising the council of the advantages or disadvantages of such bid proposals. No purchase shall be made therefore or contract let or obligation incurred for the purchase of such materials, supplies and equipment in excess of the sum of twenty-five thousand dollars (\$25,000.00) or which exceeds the current budget appropriation without the obtaining of bids relating thereto in the manner and at such times if required by the city council and without a supplemental appropriation by the council when necessary. With respect to contracts for public improvements, which shall at all times be distinguished from the purchase of materials, supplies and equipment for which no bids are ordinarily required, the city, city administrator and city council shall be at all times governed by the provision of Chapter 23 and Chapter 384, Division VI of the Code of Iowa and amendments thereto, which concurrently requires bid procedure on public improvements in excess of twenty-five thousand dollars (\$25,000.00). The administrator may issue such rules governing purchasing procedures within the administrative organization as the council shall approve.

8. The administrator shall have power to fix the compensation to be paid all City employees, subject to the approval of the City Council.

The administrator shall have the power to employ, reclassify, or discharge all department heads of the city (except police and fire department heads). The chiefs of police and fire departments shall be appointed and discharged by the Mayor, upon the recommendation of the city administrator and approval of the city council. The chiefs of the police and fire departments shall be directly responsible to the city administrator for the effective administration of the respective departments and all activities assigned thereto. In exercising the powers granted in this sub-section, the city administrator shall be subject to the provisions of the Soldier's Preference Law and Civil Service Law.

Section 3. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 3-78 in its entirety and replace it with the following:

SECTION 3-78. CITY CLERK.

The city administrator shall nominate for council appointment a City Clerk to perform the duties of the city administrator in the administrator's absence and to perform such other duties as assigned the clerk by the administrator. The Clerk shall be appointed and discharged by the Mayor, upon the recommendation of the city administrator and approval of the city council.

Section 4. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 3-79 in its entirety and replace it with the following:

SECTION 3-79. CITY CLERK; DUTIES; RESPONSIBILITIES; COMPENSATION; BOND.

(1) The office of the city clerk shall be located in City Hall.

(2) The City Clerk shall have the following powers and duties:

A. Custody of the funds. Be responsible for the safe custody of all funds of the city in the manner provided by law, and council direction.

B. Act as Clerk and custodian of all funds received or held in custody for any board or commission or agency existing in the city created by the council or the people. These are: The general fund and other fund consisting of but not limited to: water, debt service, trust and agency, sewer, road use tax, special assessments, landfill, recycling; and any other funds and accounts established by the city council of the City of Oelwein, hereafter.

C. The Clerk shall reconcile the bank statements with their books and certify monthly to the council the balance of cash and investments of each fund and accounts received and disbursed.

D. Debt service. Keep a register of all bonds outstanding and record all payments made of interest and principal. (This may be done by a bond registrar.)

E. Investments. The City Clerk shall advise the council on investments and shall invest city monies not immediately needed at interest in accordance with council directives and requirements of Chapter 452 of the Iowa Code.

F. Perform such other duties as specified by the council by resolution or ordinance.

(3) Compensation. The Clerk shall be paid such compensation as specified by council resolution.

(4) The Clerk's books shall be, at all times, open to the inspection of any taxpayer or elector of the City of Oelwein, Iowa.

Section 5. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Section 3-81 (1) with the following:

SECTION 3-81. PURCHASING, BUDGETARY CONTROLS.

1. Budget officer. The city administrator shall be the city budget officer and is responsible for preparing the budget in cooperation with the council. The budget officer shall be responsible for carrying out the authorization and plans in the budget as set forth in the budget, subject to council control and the limitations set out in this section.

Section 6. 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 November 22, 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 (or to suspend the rules), and upon roll
call there were:

AYES NAYS ABSENT ABSTAIN

M Weber
Cantrell
Fisk
Stewart
Seeders
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

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 SECTION 3-5, SECTION 3-73, SECTION 5-2 THROUGH SECTION 5-11, SECTION 5-21, SECTION 11-10 AND SECTION 16-80 TO MODIFY FIRE DEPARTMENT AND PUBLIC SAFETY CHIEF

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 replacing Section 3-5 with the following:

SECTION 3-5. POLICE DEPARTMENT – CIVIL SERVICE.

The provisions of Chapter 400 of the Code of Iowa, are adopted establishing civil service for the paid police department of the city.

Section 2. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Section 3-6 SAME - - EMPLOYEE QUALIFICATIONS (4) with the following:

4. The person has attempted a deception or fraud in connection with a civil service examination.

The person shall become a resident of the State of Iowa at the time employment begins and shall remain a resident of the State during employment.

The maximum age for a police officer qualifying under civil service, Chapter 400 of the code of Iowa, is 65 years of age. However, no person shall be appointed, promoted, discharged or demoted to or from a civil service position, or in any other way favored or discriminated against because of political or religious opinions or affiliations, race, national origin, sex or age.

Section 3. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 3-73 (8) and replace it with the following:

SECTION 3-73. DUTIES.

8. The city administrator is the chief administrative officer of the city and the duties shall be as follows:

The administrator shall have the power to fix the compensation to be paid all City employees, subject to the approval of the City Council. The administrator shall have the power to employ, reclassify, or discharge all department heads of the city (except police department head), subject to the approval of the city council. The chief of police shall be appointed and discharged by the Mayor, upon the recommendation of the city administrator and approval of the city council. The chief of the police shall be directly responsible to the city administrator for the effective administration of the department and all activities assigned thereto. In exercising the powers granted in this sub-section, the administrator shall be subject to the provisions of the Soldier's Preference Law and Civil Service Law.

Section 4. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 5-2 through Section 5-10 in their entirety and replacing them with the following:

SECTION 5-2. PUBLIC SAFETY CHIEF.

The police chief will serve as the Public Safety Chief. The Public Safety Chief will serve as the department head of the fire department. The Public Safety Chief, as it relates to the operations of the fire department, is responsible for administrative duties, fire protection, and emergency services. These duties may include technical, administrative, management, investigative, fire prevention, interacting with public, supervision of subordinate employees/volunteers and such other duties and responsibilities as necessary, required, or directed by the city administrator or his/her designee. The Public Safety Chief plans, organizes, directs, and manages overall operations of the police and fire departments. Additionally, this position adjusts departmental methods and service delivery protocols to address new situations and to improve existing operations and functionality.

SECTION 5-3. VOLUNTEER FIRE CHIEF.

The Volunteer Fire Chief shall be appointed by the city administrator, subject to the approval of the city council and after consideration of a recommendation from the volunteer fire personnel. The Volunteer Fire Chief, in consultation with the Public Safety Chief, will appoint a command staff consistent with the structure designated in the department policy and procedures manual.

SECTION 5-4. VOLUNTEER FIRE CHIEF'S DUTIES.

The fire chief shall supervise all operations of the department other than volunteer fire personnel foundation business and social meetings and be responsible for the care, maintenance and use of all vehicles and equipment for the department. The chief shall provide all fire personnel with a copy of the policy and procedures manual. The chief shall keep a record of the names, ages and residences of all fire personnel, and be responsible for their training and supervision. The chief or his/her designee shall maintain attendance records for drill meetings and fires. The chief will assist in the investigation as to the cause, origin, and circumstances of each fire by which property has been destroyed or damaged, or which results in the bodily injury to any person and report their findings to the state fire marshal in writing within thirty (30) days after the fire. If the chief believes that a fire was started by design, or if a death occurs as the result of a fire, the Chief or the Public Safety Chief shall notify the state fire marshal immediately. The Chief, Public Safety Chief, or designated officer has the authority to enter and inspect any buildings or premises in the performance of their duties and shall make written orders to correct any conditions that are likely to cause fire or endanger other buildings and property.

SECTION 5-5. VOLUNTEER FIRE PERSONNEL.

A volunteer fire personnel's organization of the Oelwein Fire Department is hereby established, and such organization may adopt such construction and bylaws for the further government of such organization as may be best calculated to properly regulate and govern it, but said constitution and

bylaws, or any amendments thereto, shall be submitted to the city council for approval, modification or rejection. A copy of said constitution and bylaws when adopted and approved as herein provided, shall be filed with the city clerk. Such constitution and bylaws shall not be inconsistent with this article, city and department policies, and state laws.

SECTION 5-6. FIRE PERSONNEL DUTIES.

When called by the Chief or Public Safety Chief, all fire personnel shall report for duty immediately in the manner directed by the Chief or Public Safety Chief. They shall be subject to call at any time. They shall obey strictly the commands of the fire chief, the Public Safety Chief, and of any other fire personnel who has been appointed by the chief to be in command temporarily. Fire personnel shall report to the chief in advance if they expect to be absent from the city for twelve (12) hours or more. Fire personnel shall report for training as ordered by the chief. Prior to appointment and at the direction of the fire chief, a fire personnel shall take a physical examination and supply a report thereof to the designated officer by policy, who shall promptly file the same with the city clerk.

SECTION 5-7. WORKMEN'S COMPENSATION AND HOSPITALIZATION INSURANCE.

The council shall contract to insure the city against liability for workmen's compensation and against statutory liability for the costs of hospitalization, nursing, and medical attention for volunteer fire personnel injured in the performance of their duties as fire personnel. All volunteer fire personnel shall be covered by the contract.

SECTION 5-8. LIABILITY INSURANCE.

The council shall contract to insure against liability of the city or members of the department for injuries, death or property damage arising out of and resulting from the performance of departmental duties.

SECTION 5-9. FIRES OUTSIDE CITY LIMIT.

The department shall answer calls to fire and other emergencies outside the city limits, according to fire protection contracts and mutual aid agreements, if the fire chief determines that such an emergency exists and that such action will not endanger persons or property within the city limits.

SECTION 5-10. DESTRUCTION OF BUILDINGS.

The Public Safety Chief, Mayor, and fire chief, or the mayor, or the mayor pro tem in the absence of the mayor, and person in charge in the absence of the chief, may direct the fire personnel to take down and remove any building, erection or other obstacles for the purpose of checking the progress of any fire, and the fire personnel, with the advice and concurrence of the mayor and chief or the mayor and other person in charge in the absence of the chief, shall have the power and authority to blow up or cause to be blown up with an explosive any building, erection or other obstacle during any fire for the purpose of checking the progress of said fire and when so ordered and approved they shall incur no liability therefore.

SECTION 5-11. OBEDIENCE TO OR INTERFERENCE WITH FIRE PERSONNEL; DAMAGING APPARATUS.

Any person present at any fire shall be subject to the orders of the Public Safety Chief, Fire Chief, Assistant Chief or other person in charge. Any person who shall willfully hinder or interfere with any fire personnel or the fire apparatus during the time of fire or any fire drill, either while the fire personnel are going to or returning from any fire or drill, or while said fire personnel are tending to their duty as members of the fire department, or any person who shall willfully or negligently drive any vehicle of any kind, across, along or upon any of the fire apparatus, or any person who shall willfully or negligently cut, mar or deface in any manner any of the fire apparatus, whether while at a fire or fire drill or otherwise, shall be guilty of a misdemeanor, and shall be punished accordingly, and in addition thereto shall be personally liable for all damages to said apparatus.

Section 5. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Article II Fire Prevention Code Section 5-21 with the following:

SECTION 5-21. ENFORCING OFFICER.

The fire prevention code shall be enforced by the Community Development Department or designee.

Section 6. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Chapter 11, Section 11-10 Investigation of Applicant with the following:

SECTION 11-10. INVESTIGATION OF APPLICANT.

Upon receipt of an original application for a liquor license or beer permit by the city council, it shall be forwarded to the chief of police, who shall conduct an investigation and shall submit a written report on the applicant as to the truth of the facts averred in the application and a recommendation to the city council as to the approval of the license or permit. It shall be the duty of the health inspector the Code Enforcement Officer or his/her designee to inspect the premises to determine if they conform to the requirements of the city, and no license or permit shall be approved until or unless an approving report has been filed with the city council by such officers.

Section 7. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by replacing Article VI Open Burning Section 16-80 Open Burning Restrictions (2) B and E with the following:

B. Time Restriction: Burning shall be allowed only on specific days, between 8:00 A.M. and 9:00 P.M., and under favorable atmospheric conditions or local circumstances designated by the Public Safety Chief or the Fire Chief and said fire does not create a nuisance, health or safety hazard.

E. Ordered Discontinuance: The Public Safety Chief, the Fire Chief, or his/her designee, is authorized to order the cessation of the burning if smoke emissions create a nuisance or safety hazard.

Section 8. 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 December 13, 2021
Second Reading
Third Reading

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

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____.

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

Williams Center for the Arts

Douglas McFarlane, Director
P.O. Box 636
Oelwein, Iowa 50662
Office: 319-283-6616
Cell: 563-663-2220
dmcfarlane@oelwein.k12.ia.us



November 28, 2021

To the City Council:

Enclosed is a request for \$1500 from the Hotel-Motel Tax to use for continuing expenses toward reopening the Williams Center for the Arts. The need for these funds is because of the closure of the Center due to Covid 19.

I will be submitting a financial report for the Abbamania show by March 31, 2022/

Sincerely

A handwritten signature in cursive script, appearing to read 'Douglas McFarlane'. The ink is dark and the signature is fluid and connected.

Douglas McFarlane,
Director – Williams Center for the Arts
Oelwein, IA

**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: \$14,500

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* November 27, 2021

Douglas E. McFarlane
(Printed name)

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

Project Identification:

1. What is the title of your project?

Abbamania

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

The Center has reopened for the presentation of shows for the 2021-2022 season. The funds requested are for the Abbamania show. It is a Tribute to ABBA with special guest tribute to Cher. This concert is slated for March 5, 2022. Expenses for this concert include the artist's fee, lighting, sound, salaries, payments to Oelwein Community School District toward utilities and custodial services, printing, advertising, meals and housing.

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. The Center opened up for professional artist's concerts on August 28, 2021. It is anticipated that the Center will continue to need assistance from the City of Oelwein Hotel/Motel Tax.

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. This is not a normal year.

The projected budget for Simply Queen can be 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 prior years the number of guests generated by this project was 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 2,300 adults. This included providing residents with special needs the opportunity to attend the events at the center at a reduced price.

In past years the following groups with special needs have been patrons of 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, Quality Choices and the ABCM facilities in Independence, IA.

Because of Covid 19 and the Delta Variant not all of these entities will be able to return this concert season. At present we have clients of the Rise Alternative Living House, Goodwill and Quality Choices. When Covid 19 and the various variants subside, we anticipate a slow return of patrons from Care Facilities.

3.) Number of youth the project will reach.

As has been Center policy that 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. We are making a concerted effort for more students at Oelwein High School to attend.

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 will be difficult to forecast. In past years approximately 75,000 persons have attended events at The Williams Center for the Arts. (This has included 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 usage. We are conservatively projecting 30,000 persons.

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

The Center officials reopened the Artist Series for programming on August 28, 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 March 31, 2022.

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 asking for \$1,500 from the City Hotel/Motel Tax to help finance this Artist Series Concert.

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 will help us to return to and continue normal operations.

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 for the Arts has received \$6000 annual divided into four quarters. We are hoping for a \$1,500 grant for this particular event.

Completion Date is: March 5, 2022.

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: \$1600
Printing: \$800
Artist Fee: \$9000
Advertising: \$650
Ground Transportation: \$300
Utilities: \$500
Hotel: (2 nights 5 rooms @ night) \$1000
Sound and Lights: \$2200
Meals: \$200

Total Projected cost for this grant application: \$15,750



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

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

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

Organization Name: Junior Husky Club Basketball

Contact Name: Callie Berryman, Treasurer/Secretary

Mailing Address: P.O. Box 7

City, State, Zip: Oelwein, Iowa 50662

Phone: 641-919-0971 Fax: -- Email Address: callie.berryman@gmail.com

Total Project Cost: \$4000.00

Total Requested from Hotel/Motel Tax Funds: \$4000.00

Please indicate which category you are applying for funds:

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

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

Applicant:

by: Callie Berryman Date 12/1/2021

Callie Berryman
(printed name)

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

Project Identification

1. What is the title of your project? Husky Holiday Hoopfest

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

Junior Husky Club Basketball (JHCB) is a non-profit organization that allows the youth of Oelwein (grades 1-8) to play basketball during the months of November through February. We have approximately 100 youth basketball players in our current season. Our youth teams attend tournaments across the northeast Iowa area. Our organization hosts one tournament each year in Oelwein, lasting two days, the Husky Holiday Hoopfest. This year it will be held on December 18th and 19th.

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

Our annual tournament will bring many families to Oelwein from the surrounding area. In years past, we have hosted teams from 17 different towns at the tournament. While traveling here for the tournament, the families will also purchase food, fuel, and possible hotel rooms during their stay.

3. Project Evaluation:

A. Targeted Population

1) Hotel/Motel guests generated by project

a. Number of projected hotel/motel guests.

Families with children playing on both Saturday and Sunday may choose to stay overnight in Oelwein. Approximate number unknown.

b. How will hotel/motel guests be tracked.

2) Number of adults the project will reach

Approx. 50+ teams x 10 players per team x 2 parents per player = 1000 parents

3) Number of youth the project will reach

Approx. 500

B. Geographic area of draw

NE Iowa - some area schools who have attended our tournament include: Decorah,

Janesville, Denver, Independence, Waterloo, Jesup, South Winn, Manchester, Cedar Falls, Postville, West Union, Fayette, etc...

- C. Volunteers
 - 1) Number of volunteers
Approx. 50
 - 2) Number of volunteer hours
Approx. 500
- D. Attendance of event previous year(s)
Approx. 2000
- E. Day open to public or performance(s)
Yes

Page 2 of 5

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.

JHCB is anticipating a project cost of \$4000.00. There will be approximately 80 games, possibly 90. Each game will be refereed by 2 professionals that charge \$25 per official, per game. This would result in 80x\$50 = \$4000. The receipts will be cleared checks from our bank account after each official is paid at the end of both tournament days.

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

N/A

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

No

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

No

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

Yes: No: (check one)

If you answered yes, please answer the following: (attach additional

pages, if needed)

Amount of Funding: \$ **\$3105.00**_____

Date of Funding: **March 2020**_____

CHANGE ORDER

No.: 4

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

Owner: City of Oelwein

Contractor: Bacon Concrete, LLC.

Contract: N/A

Project: Segment 1 Trail Improvements

Owners Contract No.: N/A 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:

Contract changes for project.

Reason for Change Order:

See attached exhibit.

Attachments: (List documents supporting change):

1. Exhibit attached.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price

\$ 363,674.01

Previous Change Orders No.

1 To No. 3
\$ -3,632.77

Contract Price prior to this Change Order

\$ 360,041.24

Net Decrease of this Change Order

\$ 2,075.00

Contract Price with all approved Change Orders

\$ 357,966.24

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

Dylan Mulfinger

CITY ADMINISTRATOR

ACCEPTED: Bacon Concrete, LLC

Cory Bacon

CONTRACTOR

By:

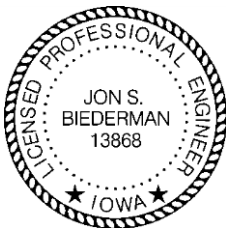
(Signature)

Date

By:

(Signature)

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 S. Biederman, PE
License Number 13868

My license renewal date is December 31, 2022.
Pages covered by this seal: Change Order #4

Date

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 2							
33.2	Eliminate	SILT FENCE OR SILT FENCE DITCH CHECK	100.00	LF	\$4.50	-\$450.00	
34.2	Eliminate	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	100.00	LF	\$1.75	-\$175.00	
35.2	Eliminate	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	100.00	LF	\$2.25	-\$225.00	
36.2	Eliminate	STABILIZED CONSTRUCTION ENTRANCE	175.00	SY	\$7.00	-\$1,225.00	
TOTALS						-\$2,075.00	\$0.00
TOTAL CHANGE ORDER COST						-\$2,075.00	

Justification:
Items 33.2 - 36.2: Not used.

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

Name of Contractor: Bacon Concrete, LLC 370 N Bancroft Street / PO Box 188 Postville, Iowa 52162					Name of Owner: City of Oelwein 202 2nd Avenue SW Oelwein, Iowa 50662				
Date of Completion: Original: September 3, 2021 Revised:			Amount of Contract: Original: \$363,674.01 Revised: \$357,966.24 Through: Change Order 4			Dates of Estimate: From: September 26, 2021 Through: October 29, 2021			
Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
BID ITEMS - DIVISION 1									
1.1	2010-C	CLEARING AND GRUBBING	1	LS	\$ 1,200.00		\$ -	1	\$ 1,200.00
2.1	2010-E	EXCAVATION, CLASS 10	94	CY	\$ 9.75		\$ -	94	\$ 916.50
3.1	2010-I	SUBBASE, MODIFIED, 4" THICK	589	SY	\$ 3.75		\$ -	589	\$ 2,208.75
4.1	4040-A	SUBDRAIN, HDPE, 4" DIA	75	LF	\$ 11.75		\$ -	75	\$ 881.25
5.1	5010-E-1	WATER SERVICE PIPE, 3/4" COPPER	30	LF	\$ 31.00		\$ -	30	\$ 930.00
6.1	5010-999-A	INSTALLATION OF DRINKING FOUNTAIN	1	EA	\$ 500.00		\$ -	1	\$ 500.00
7.1	7010-A	PAVEMENT, PCC, 6" THICK	20	SY	\$ 58.00		\$ -	20	\$ 1,160.00
8.1	7010-E	CURB AND GUTTER, PCC, 30" WIDE, 6" THICK	25	LF	\$ 31.00		\$ -	25	\$ 775.00
9.1	7030-A	REMOVAL OF SIDEWALK	333	SY	\$ 6.75		\$ -	333	\$ 2,247.75
10.1	7030-B	REMOVAL OF CURB	25	LF	\$ 12.00		\$ -	25	\$ 300.00
11.1	7030-C	SHARED USE PATH, PCC, 5" THICK, 8' WIDE	473	SY	\$ 41.00		\$ -	473	\$ 19,393.00
12.1	7030-C	SHARED USE PATH, PCC, 6" THICK, REINFORCED, 8' WIDE	59	SY	\$ 53.00		\$ -	59	\$ 3,127.00
13.1	7030-G	DETECTABLE WARNING	16	SF	\$ 52.00		\$ -	16	\$ 832.00
14.1	7030-999-A	BRIDGE ABUTMENT CONNECTION	1	LS	\$ 700.00		\$ -	1	\$ 700.00
15.1	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 500.00		\$ -	1	\$ 500.00
16.1	8040-B	REMOVE AND REINSTALL SIGN PER PLAN	1	EA	\$ 300.00	1	\$ 300.00	1	\$ 300.00
17.1	8040-C	STEEL BREAKAWAY SIGN POSTS	36	LF	\$ 13.00	36	\$ 468.00	36	\$ 468.00
18.1	8040-D	SIGNS, SHEET ALUMINUM	8.11	SF	\$ 27.00	8.11	\$ 218.97	8.11	\$ 218.97
19.1	8040-E	SIGN, INSTALL	3	EA	\$ 40.00	3	\$ 120.00	3	\$ 120.00

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		\$ -	0.3	\$ 1,500.00
21.1*	9040-J	RIP RAP, CLASS E	137.83	TON	\$ 26.00	4.09	\$ 106.34	137.83	\$ 3,583.58
22.1*	9040-R	TURF REINFORCEMENT MATS, TYPE 3		SQ	\$ 300.00		\$ -		\$ -
23.1	9072-A	COMBINED CONCRETE SIDEWALK AND RETAINING WALL, 6" THICK, REINFORCED	4	CY	\$ 595.00		\$ -	4	\$ 2,380.00
24.1	11,010-A	CONSTRUCTION SURVEY	1	LS	\$ 2,400.00		\$ -	1	\$ 2,400.00
25.1	11,020-A	MOBILIZATION	1	LS	\$ 3,500.00		\$ -	1	\$ 3,500.00
							\$ -		\$ -
							\$ -		\$ -
		BID ITEMS - DIVISION 2					\$ -		\$ -
1.2	2010-C	CLEARING AND GRUBBING	1	LS	\$ 5,500.00		\$ -	1	\$ 5,500.00
2.2	2010-E	EXCAVATION, CLASS 10	2446	CY	\$ 8.75		\$ -	2446	\$ 21,402.50
3.2*	2010-F	CORE OUT EXCAVATION	112	CY	\$ 8.75		\$ -	112	\$ 980.00
4.2	2010-I	SUBBASE, MODIFIED, 4" THICK	72	SY	\$ 3.65		\$ -	72	\$ 262.80
5.2	2010-I	SUBBASE, MODIFIED, 6" THICK	4669	SY	\$ 5.45		\$ -	4669	\$ 25,446.05
6.2	2010-J-2-c	REMOVAL OF KNOWN PIPE CULVERT	40	LF	\$ 22.00		\$ -	40	\$ 880.00
7.2*	2010-M	STABILIZATION MATERIAL	218	TON	\$ 18.00		\$ -	218	\$ 3,924.00
8.2	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 12" DIA.	106	LF	\$ 42.00		\$ -	106	\$ 4,452.00
9.2	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 15" DIA.	66	LF	\$ 48.00		\$ -	66	\$ 3,168.00
10.2	4030-A-1	PIPE CULVERT, TRENCHED, RCAP, 42" DIA. EQUIVALENT	24	LF	\$ 150.00		\$ -	24	\$ 3,600.00
11.2	4030-B	PIPE APRON, RCP, 12" DIA.	6	EA	\$ 550.00		\$ -	6	\$ 3,300.00
12.2	4030-B	PIPE APRON, RCP, 15" DIA.	2	EA	\$ 610.00		\$ -	2	\$ 1,220.00
13.2	4030-B	PIPE APRON, RCAP, 42" DIA. EQUIVALENT	2	EA	\$ 1,700.00		\$ -	2	\$ 3,400.00
14.2	4030-C	FOOTINGS FOR CONCRETE PIPE APRONS (42" EQUIV. RCAP)	2	EA	\$ 1,500.00		\$ -	2	\$ 3,000.00
15.2*	7030-A	REMOVAL OF SIDEWALK	37	SY	\$ 8.00		\$ -	37	\$ 296.00
16.2*	7030-C	SHARED USE PATH, PCC, 5" THICK. 8' WIDE	3083.6	SY	\$ 41.00		\$ -	3083.6	\$ 126,427.60
17.2*	7030-C	SHARED USE PATH, PCC, 6" THICK. 8' WIDE, REINFORCED	96.1	SY	\$ 53.00		\$ -	96.1	\$ 5,093.30
18.2	7030-C	SHARED USE PATH, PCC, 7" THICK. 8' WIDE, REINFORCED	185	SY	\$ 62.00		\$ -	185	\$ 11,470.00
19.2*	7030-C	SHARED USE PATH, PCC, 8" THICK. 8' WIDE, REINFORCED	324.4	SY	\$ 69.00		\$ -	324.4	\$ 22,383.60

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	74.9	SY	\$ 43.00		\$ -	74.9	\$ 3,220.70
21.2	7030-G	DETECTABLE WARNING	62	SF	\$ 52.00		\$ -	62	\$ 3,224.00
22.2	7030-H-2	DRIVEWAY, GRANULAR	38	TON	\$ 17.00		\$ -	38	\$ 646.00
23.2	7040-H-0	PAVEMENT REMOVAL	31	SY	\$ 8.00		\$ -	31	\$ 248.00
24.2*	7040-O-0	PATCHES, SURFACE, CRUSHED STONE	90.01	TON	\$ 19.00	13	\$ 247.00	90.01	\$ 1,710.19
25.2	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 1,850.00		\$ -	1	\$ 1,850.00
26.2	8040-B	REMOVE AND REINSTALL SIGN PER PLAN	4	EA	\$ 300.00	4	\$ 1,200.00	4	\$ 1,200.00
27.2	8040-C	STEEL BREAKAWAY SIGN POSTS	350	LF	\$ 11.00	350	\$ 3,850.00	350	\$ 3,850.00
28.2	8040-D	SIGNS, SHEET ALUMINUM	78.22	SF	\$ 27.00	78.22	\$ 2,111.94	78.22	\$ 2,111.94
29.2	8040-E	SIGN, INSTALL	30	EA	\$ 40.00	30	\$ 1,200.00	30	\$ 1,200.00
30.2*	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 1 PERMANENT LAWN MIX)	2	AC	\$ 5,000.00		\$ -	2	\$ 10,000.00
31.2*	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 4 URBAN TEMPORARY EROSION CONTROL MIXTURE)		AC	\$ 5,000.00		\$ -		\$ -
32.2*	9040-J	RIP RAP, CLASS E	39.26	TON	\$ 26.00		\$ -	39.26	\$ 1,020.76
33.2*	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK		LF	\$ 4.50		\$ -		\$ -
34.2*	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT		LF	\$ 1.75		\$ -		\$ -
35.2*	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE		LF	\$ 2.25		\$ -		\$ -
36.2*	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE		SY	\$ 7.00		\$ -		\$ -
37.2	9060-E	REMOVAL OF FENCE	155	LF	\$ 4.00		\$ -	155	\$ 620.00
38.2	9999-A	CHURCH SIGN RELOCATION	1	LS	\$ 2,200.00		\$ -	1	\$ 2,200.00
39.2	11,010-A	CONSTRUCTION SURVEY	1	LS	\$ 11,000.00		\$ -	1	\$ 11,000.00
40.2	11,020-A	MOBILIZATION	1	LS	\$ 15,000.00		\$ -	1	\$ 15,000.00
41.2*		CULVERT, TRENCHED, HDPE, 8" Ø	30	LF	\$ 40.00		\$ -	30	\$ 1,200.00
42.2*		REMOVAL OF CURB	40	LF	\$ 12.00		\$ -	40	\$ 480.00
43.2*		CURB AND GUTTER, PCC, 30" WIDE, 6" THICK	27	LF	\$ 31.00		\$ -	27	\$ 837.00
		TOTAL BID ITEMS					\$ 9,822.25		\$ 357,966.24

* Modified by Contract Change Order

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

This Period		Retainer 5.00%	Total to Date	
\$	9,822.25	Amount Earned	\$	357,966.24
\$	491.11	Amount Retained	\$	17,898.31
XXXXXXXXXXXXXXXXXXXX		Previous Payments	\$	330,736.79
\$	9,331.14	Amount Due	\$	9,331.14

Estimated Percent of Job Completed 100.00%

Is Contractor's Construction Progress on Schedule? Yes

Submitted By:

Bacon Concrete, LLC

Approved By:

City of Oelwein, Iowa

By: _____ Date: _____
Cory Bacon, President

By: _____ Date: _____
Brett DeVore, Mayor

Recommended By:

Fehr Graham

By: _____ Date: _____
Dylan Mulfinger, City Administrator

By: _____ Date: _____
Jon Biederman, PE, LSI, Project Engineer

PARTIAL PAY ESTIMATE NUMBER EIGHT - FINAL RETAINAGE
 SEGMENT 1 TRAIL IMPROVEMENTS, OELWEIN, IOWA
 PROJECT NUMBER 19-1124

Name of Contractor: Bacon Concrete, LLC 370 N Bancroft Street / PO Box 188 Postville, Iowa 52162					Name of Owner: City of Oelwein 202 2nd Avenue SW Oelwein, Iowa 50662				
Date of Completion: Original: September 3, 2021 Revised:			Amount of Contract: Original: \$363,674.01 Revised: \$357,966.24 Through: Change Order 4			Dates of Estimate: From: October 29, 2021 Through: October 29, 2021			
Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
BID ITEMS - DIVISION 1									
1.1	2010-C	CLEARING AND GRUBBING	1	LS	\$ 1,200.00		\$ -	1	\$ 1,200.00
2.1	2010-E	EXCAVATION, CLASS 10	94	CY	\$ 9.75		\$ -	94	\$ 916.50
3.1	2010-I	SUBBASE, MODIFIED, 4" THICK	589	SY	\$ 3.75		\$ -	589	\$ 2,208.75
4.1	4040-A	SUBDRAIN, HDPE, 4" DIA	75	LF	\$ 11.75		\$ -	75	\$ 881.25
5.1	5010-E-1	WATER SERVICE PIPE, 3/4" COPPER	30	LF	\$ 31.00		\$ -	30	\$ 930.00
6.1	5010-999-A	INSTALLATION OF DRINKING FOUNTAIN	1	EA	\$ 500.00		\$ -	1	\$ 500.00
7.1	7010-A	PAVEMENT, PCC, 6" THICK	20	SY	\$ 58.00		\$ -	20	\$ 1,160.00
8.1	7010-E	CURB AND GUTTER, PCC, 30" WIDE, 6" THICK	25	LF	\$ 31.00		\$ -	25	\$ 775.00
9.1	7030-A	REMOVAL OF SIDEWALK	333	SY	\$ 6.75		\$ -	333	\$ 2,247.75
10.1	7030-B	REMOVAL OF CURB	25	LF	\$ 12.00		\$ -	25	\$ 300.00
11.1	7030-C	SHARED USE PATH, PCC, 5" THICK, 8' WIDE	473	SY	\$ 41.00		\$ -	473	\$ 19,393.00
12.1	7030-C	SHARED USE PATH, PCC, 6" THICK, REINFORCED, 8' WIDE	59	SY	\$ 53.00		\$ -	59	\$ 3,127.00
13.1	7030-G	DETECTABLE WARNING	16	SF	\$ 52.00		\$ -	16	\$ 832.00
14.1	7030-999-A	BRIDGE ABUTMENT CONNECTION	1	LS	\$ 700.00		\$ -	1	\$ 700.00
15.1	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 500.00		\$ -	1	\$ 500.00
16.1	8040-B	REMOVE AND REINSTALL SIGN PER PLAN	1	EA	\$ 300.00		\$ -	1	\$ 300.00
17.1	8040-C	STEEL BREAKAWAY SIGN POSTS	36	LF	\$ 13.00		\$ -	36	\$ 468.00
18.1	8040-D	SIGNS, SHEET ALUMINUM	8.11	SF	\$ 27.00		\$ -	8.11	\$ 218.97
19.1	8040-E	SIGN, INSTALL	3	EA	\$ 40.00		\$ -	3	\$ 120.00

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		\$ -	0.3	\$ 1,500.00
21.1*	9040-J	RIP RAP, CLASS E	137.83	TON	\$ 26.00		\$ -	137.83	\$ 3,583.58
22.1*	9040-R	TURF REINFORCEMENT MATS, TYPE 3		SQ	\$ 300.00		\$ -		\$ -
23.1	9072-A	COMBINED CONCRETE SIDEWALK AND RETAINING WALL, 6" THICK, REINFORCED	4	CY	\$ 595.00		\$ -	4	\$ 2,380.00
24.1	11,010-A	CONSTRUCTION SURVEY	1	LS	\$ 2,400.00		\$ -	1	\$ 2,400.00
25.1	11,020-A	MOBILIZATION	1	LS	\$ 3,500.00		\$ -	1	\$ 3,500.00
							\$ -		\$ -
							\$ -		\$ -
		BID ITEMS - DIVISION 2					\$ -		\$ -
1.2	2010-C	CLEARING AND GRUBBING	1	LS	\$ 5,500.00		\$ -	1	\$ 5,500.00
2.2	2010-E	EXCAVATION, CLASS 10	2446	CY	\$ 8.75		\$ -	2446	\$ 21,402.50
3.2*	2010-F	CORE OUT EXCAVATION	112	CY	\$ 8.75		\$ -	112	\$ 980.00
4.2	2010-I	SUBBASE, MODIFIED, 4" THICK	72	SY	\$ 3.65		\$ -	72	\$ 262.80
5.2	2010-I	SUBBASE, MODIFIED, 6" THICK	4669	SY	\$ 5.45		\$ -	4669	\$ 25,446.05
6.2	2010-J-2-c	REMOVAL OF KNOWN PIPE CULVERT	40	LF	\$ 22.00		\$ -	40	\$ 880.00
7.2*	2010-M	STABILIZATION MATERIAL	218	TON	\$ 18.00		\$ -	218	\$ 3,924.00
8.2	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 12" DIA.	106	LF	\$ 42.00		\$ -	106	\$ 4,452.00
9.2	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 15" DIA.	66	LF	\$ 48.00		\$ -	66	\$ 3,168.00
10.2	4030-A-1	PIPE CULVERT, TRENCHED, RCAP, 42" DIA. EQUIVALENT	24	LF	\$ 150.00		\$ -	24	\$ 3,600.00
11.2	4030-B	PIPE APRON, RCP, 12" DIA.	6	EA	\$ 550.00		\$ -	6	\$ 3,300.00
12.2	4030-B	PIPE APRON, RCP, 15" DIA.	2	EA	\$ 610.00		\$ -	2	\$ 1,220.00
13.2	4030-B	PIPE APRON, RCAP, 42" DIA. EQUIVALENT	2	EA	\$ 1,700.00		\$ -	2	\$ 3,400.00
14.2	4030-C	FOOTINGS FOR CONCRETE PIPE APRONS (42" EQUIV. RCAP)	2	EA	\$ 1,500.00		\$ -	2	\$ 3,000.00
15.2*	7030-A	REMOVAL OF SIDEWALK	37	SY	\$ 8.00		\$ -	37	\$ 296.00
16.2*	7030-C	SHARED USE PATH, PCC, 5" THICK. 8' WIDE	3083.6	SY	\$ 41.00		\$ -	3083.6	\$ 126,427.60
17.2*	7030-C	SHARED USE PATH, PCC, 6" THICK. 8' WIDE, REINFORCED	96.1	SY	\$ 53.00		\$ -	96.1	\$ 5,093.30
18.2	7030-C	SHARED USE PATH, PCC, 7" THICK. 8' WIDE, REINFORCED	185	SY	\$ 62.00		\$ -	185	\$ 11,470.00
19.2*	7030-C	SHARED USE PATH, PCC, 8" THICK. 8' WIDE, REINFORCED	324.4	SY	\$ 69.00		\$ -	324.4	\$ 22,383.60

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	74.9	SY	\$ 43.00		\$ -	74.9	\$ 3,220.70
21.2	7030-G	DETECTABLE WARNING	62	SF	\$ 52.00		\$ -	62	\$ 3,224.00
22.2	7030-H-2	DRIVEWAY, GRANULAR	38	TON	\$ 17.00		\$ -	38	\$ 646.00
23.2	7040-H-0	PAVEMENT REMOVAL	31	SY	\$ 8.00		\$ -	31	\$ 248.00
24.2*	7040-O-0	PATCHES, SURFACE, CRUSHED STONE	90.01	TON	\$ 19.00		\$ -	90.01	\$ 1,710.19
25.2	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 1,850.00		\$ -	1	\$ 1,850.00
26.2	8040-B	REMOVE AND REINSTALL SIGN PER PLAN	4	EA	\$ 300.00		\$ -	4	\$ 1,200.00
27.2	8040-C	STEEL BREAKAWAY SIGN POSTS	350	LF	\$ 11.00		\$ -	350	\$ 3,850.00
28.2	8040-D	SIGNS, SHEET ALUMINUM	78.22	SF	\$ 27.00		\$ -	78.22	\$ 2,111.94
29.2	8040-E	SIGN, INSTALL	30	EA	\$ 40.00		\$ -	30	\$ 1,200.00
30.2*	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 1 PERMANENT LAWN MIX)	2	AC	\$ 5,000.00		\$ -	2	\$ 10,000.00
31.2*	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 4 URBAN TEMPORARY EROSION CONTROL MIXTURE)		AC	\$ 5,000.00		\$ -		\$ -
32.2*	9040-J	RIP RAP, CLASS E	39.26	TON	\$ 26.00		\$ -	39.26	\$ 1,020.76
33.2*	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK		LF	\$ 4.50		\$ -		\$ -
34.2*	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT		LF	\$ 1.75		\$ -		\$ -
35.2*	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE		LF	\$ 2.25		\$ -		\$ -
36.2*	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE		SY	\$ 7.00		\$ -		\$ -
37.2	9060-E	REMOVAL OF FENCE	155	LF	\$ 4.00		\$ -	155	\$ 620.00
38.2	9999-A	CHURCH SIGN RELOCATION	1	LS	\$ 2,200.00		\$ -	1	\$ 2,200.00
39.2	11,010-A	CONSTRUCTION SURVEY	1	LS	\$ 11,000.00		\$ -	1	\$ 11,000.00
40.2	11,020-A	MOBILIZATION	1	LS	\$ 15,000.00		\$ -	1	\$ 15,000.00
41.2*		CULVERT, TRENCHED, HDPE, 8" ø	30	LF	\$ 40.00		\$ -	30	\$ 1,200.00
42.2*		REMOVAL OF CURB	40	LF	\$ 12.00		\$ -	40	\$ 480.00
43.2*		CURB AND GUTTER, PCC, 30" WIDE, 6" THICK	27	LF	\$ 31.00		\$ -	27	\$ 837.00
		TOTAL BID ITEMS					\$ -		\$ 357,966.24

* Modified by Contract Change Order

PARTIAL PAY ESTIMATE NUMBER EIGHT - FINAL RETAINAGE
 SEGMENT 1 TRAIL IMPROVEMENTS, OELWEIN, IOWA
 PROJECT NUMBER 19-1124

This Period	Retainer 5.00%	Total to Date
\$ -	Amount Earned	\$ 357,966.24
\$ (17,898.31)	Amount Retained	
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 340,067.93
\$ 17,898.31	Amount Due	\$ 17,898.31

Estimated Percent of Job Completed 100.00%

Is Contractor's Construction Progress on Schedule? Yes

Submitted By:

 Bacon Concrete, LLC

Approved By:

 City of Oelwein, Iowa

By: _____ Date: _____
 Cory Bacon, President

By: _____ Date: _____
 Brett DeVore, Mayor

Recommended By:

 Fehr Graham

By: _____ Date: _____
 Dylan Mulfinger, City Administrator

By: _____ Date: _____
 Jon Biederman, PE, LSI, Project Engineer

December 15, 2021

City of Oelwein
202 2nd Avenue SW
Oelwein, Iowa 50662

**Re: Letter Recommending Acceptance
Segment 1 Trail Improvements, Oelwein, IA
Project No. 19-1124**

Dear Mayor DeVore and Council Members:

Construction work on this project was started in April 2021 and completed by December 14, 2021. Work was done in substantial compliance with the terms of the Contract, Plans, Specifications, and Contract Change Orders 1-4 for the project. With these change orders, the project's total construction cost was revised from \$363,674.01 to \$357,966.24. The opinion of probable cost at the time of the letting was \$341,916.54.

After direct observations and review of the project, I note the work of constructing the project has been completed by the Contractor and is recommended for acceptance by the City of Oelwein. Once the project is accepted, final payment can be made to Bacon Concrete, LLC. after waiting a minimum of thirty days. The Contractor has a two-year maintenance bond on this project with the period starting with the City's acceptance of the project.

As Engineer for the project, I hereby certify we have reviewed the completed work and the above information is correct to the best of my knowledge and recommend the City of Oelwein formally accept the project.

Respectfully submitted,



Jon Biederman, PE, LSI
Senior Project Engineer

JSB:amr

O:\Oelwein, City of\19-1124 Phase 1 Trail\PA Final\19-1124 - City - 2021-12-15 - Letter Recommending Accept.docx

December 14, 2021

Mr. Dylan Mulfinger
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662

**RE: Proposal for Civil Design and Construction Engineering Services
Segment 2 Trail Improvements, City of Oelwein, Iowa**

Dear Mr. Mulfinger,

Thank you for the opportunity to provide a proposal for design and construction engineering related to Segment 2 of the overall proposed trail improvements within the City of Oelwein.

Overall, Segment 2 will develop a trail route from the westerly end of the viaduct on West Charles Street, westerly to the west side of 5th Avenue NW, northerly to 1st Street NW, westerly along the southerly side of 1st Street NW to approximate mid-block, then north and northwesterly across City of Oelwein property (wooded area) to 6th Avenue NW, then northerly along the easterly side of 6th Avenue NW to 2nd Street NW, then westerly along the southerly side of 2nd Street NW to 13th Avenue NW, then southerly on the Woodlawn Cemetery drive system (using existing asphalt surfacing) with a new waterway crossing (pre-engineered trail bridge) in the southeast corner of the cemetery, back onto the existing southerly drive to the intersection with West Charles Street. Overall, this is an approximate 6,180' (1.17 mile) trail. A sketch of this route is attached.

Specific items to note include:

- » Existing PCC retaining wall in poor condition will be removed at 403 W. Charles St. The front yard of this property will be regraded. Grading plan for this work will be provided.
- » Waterway crossing, culvert(s), required through City property, east of 6th Avenue NW to handle drainage from railroad property.
- » Construction easements are expected for a few of the adjacent properties.
- » Trail will be 8' wide PCC, except for surfacing on Woodlawn Cemetery shared drives, which shall be existing asphalt surfacing.
- » A new pre-engineered steel trail bridge will be placed over the waterway within Woodlawn Cemetery.
- » South side entrance to cemetery (end of Segment 2 trail) will be reconfigured for a more perpendicular alignment with West Charles Street.

The following is the scope of services that Fehr Graham will provide in support of the additional improvements for the Segment 2 Trail Improvements project.

SCOPE OF SERVICES

Design

- » Topographic Survey
 - Utility locations as provided by Iowa One Call Design Request service and as visually evident (above ground).
 - Existing sidewalk, street, and other surfacing delineations.
 - Front yard area of 403 W. Charles St.
 - Outline of major tree and vegetation areas.
 - Drainage features along the project corridor.
 - Ground shots for creation of 1-foot contour intervals and spot elevations as necessary for design of new trail.
 - Other visually evident surface features.
 - Elevation benchmark for use during construction.
- » Plan Preparation
 - Removals plan.
 - Plan and profile of new trail.
 - Bridge abutment design for new pre-engineered bridge.
 - Supplemental specifications (base specification is SUDAS).
- » Right of way survey of trail corridor to determine extent of easements necessary.
- » Preparation of permanent easement plat and description, four plats are estimated.
- » Coordination with City's attorney for overall easement document preparation.
- » Contract document preparation.
- » Bid letting coordination.

Construction

- » Coordinate contracts with awarded contractor.
- » Conduct preconstruction meeting.
- » Review submittals and shop drawings.
- » Construction staking.
- » Provide construction observation, estimated 200 hours.
- » PCC testing.
- » Partial payment estimate preparation.

EXCLUSIONS

The following items are **not** included in the scope of services:

- » Geotechnical exploration/report.
- » Environmental assessments and reports.
- » Utility relocation.
- » As-built survey and plans.
- » Flood plain permit application preparation.
- » Boundary survey of all parcels and lots along route.
- » Detailed easement document preparation.

Any of the above services can be performed at an additional cost to the project upon request.

SCHEDULE

Survey work is scheduled to start upon receipt of signed agreement, subject to weather conditions. Bid letting is tentatively scheduled for spring 2022 to allow for construction in 2022.

December 14, 2021
Mr. Mulfinger, City of Oelwein
Segment 2 Trail Improvements Proposal
Page 3

FEES

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee amount:

Design: Lump Sum of	\$66,000
Construction: Estimate of	\$45,000

All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.

Payment for the services rendered will be requested via a monthly invoice.

***Reimbursables are not to exceed more than 15% markup.*

AUTHORIZATION

Our experience in preparing the trail concepts for the City of Oelwein and knowledge of the proposed trail corridors will be a great addition to this segment of the overall development of a comprehensive trail system. We look forward to continuing our relationship with the City of Oelwein. We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope.

Sincerely,



Jon Biederman, PE, LSI
Project Manager

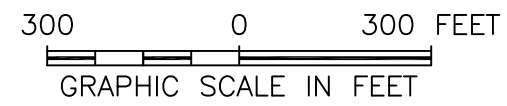
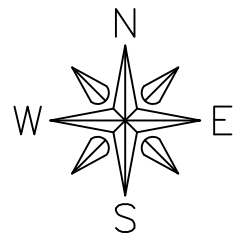
JSB:amr

Attachments: Route sketch
Engineering services agreement and general conditions

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SEGMENT 2 TRAIL
CITY OF OELWEIN
1.17 MILES



BRIDGE/OFF-ROAD TRAIL

RETAINING WALL REMOVAL/GRADING

December 13, 2021

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

December 14, 2021

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

Dear Mr. Mulfinger,

Please find enclosed our Agreement for Professional Services as requested.

Please sign and return the Agreement to my attention. An additional copy may be retained for your records.

Sincerely,



Jon S. Biederman, PE, LSI
Senior Project Manager

JSB:amr

Enclosure

N:\Proposals\2021\Jon Biederman\Oelwein Trail Segment 2\City of Oelwein - Segment 2 Agreement.docx

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Client Mr. Dylan Mulfinger
City of Oelwein, Iowa
20 2nd Avenue SW
Oelwein, Iowa 50662-2241

(319) 283-5440

Description of Services:

City of Oelwein - Segment 2 Trail Improvements, Oelwein, IA

Fehr Graham will provide professional services for design and construction engineering related to Segment 2 within the City of Oelwein, Iowa as described in our proposal dated December 13, 2021.

COST:

The fees for performing the above services are as follows.


Design: Lump Sum of \$66,000
Construction: Estimate of \$45,000

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:
Signature _____
Name Brett DeVore
Title Mayor
Date Accepted _____

CONSULTANT:
By 
Name Noah J. Carmichael
Title Principal
Date Proposed December 14, 2021

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended use of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Iowa. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Iowa District Court in and for Delaware County, Iowa.



PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

MEMORANDUM

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

Subject: Trail Segment 2

- Original estimated budget for Segment 2 \$327,065
 - Estimated construction total - full length, 8' wide PCC - off road except existing drives within the cemetery, total length of 1.17 miles: \$620,000
 - 7.5% contingency (pre-design): \$46,000
 - Design and Construction Engineering: \$111,000
- \$777,000**
- Woodlawn Bridge \$38,000 included in pricing - expected donation to cover this expense.
 - Original bond commitment \$250,000
 - Proposed bond commitment \$449,935



Joshua Johnson MA
Oelwein Park Superintendent





**OELWEIN FIRE DEPARTMENT
CITY OF OELWEIN, IOWA
MEMORANDUM**

FROM: Jeremy P. Logan, Public Safety Chief

DATE: December 15, 2021

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

SUBJECT: Fire Department Truck Bay Painting

The interior fire truck bay has not been painted for many years. I have struggled to find exactly when the actual walls were last painted, but I estimates from many are that it has been over 30 years.

Bids were recently solicited for the following:

- Paint all vertical walls of the fire department truck bay
- Paint the ceiling surface of the fire department truck bay
- Paint the stair railings in the fire department truck bay
- Paint the stairwell storage wall
- Paint all door trim areas in fire department truck bay
- Paint interior garage doors in the fire department truck bay

We attempted contact with four commercial painting contractors in the area. One did not respond, one indicated that they do not service our specific area, and two responded.

Two quotes were received for the scheduled work.

DA Bunch Co. of Cedar Rapids provided a quote of	\$21,265.00
J.D. Wolf of Independence provided a quote of	\$18,000.00

For the J.D. Wolf quote, we would need to provide the lift and subsequent floor cleaning. The school has agreed to allow us to utilize their lift for this project. We would contract with Horan Cleaning to clean the floor. I estimate that to be under \$500.00.

Background: A quote was received in 2020 fro DA Bunch Co. for these services. At that time the quote, minus the painting of the door trim, stairwell wall, and railings was approximately \$15,000. I have been advised that the labor costs have since increased and both vendors advised that material costs have increased significantly in the past six months and again on January 1st.

Both firms appear to have a professional background and have experience in this area. Both firms provided a thorough explanation of the work that they would perform.

DA Bunch Co. completed the work on the fire department floor in 2020.

J.D. Wolf completed the work on the Oelwein High School gymnasium in 2021.

There are existing funds in the CIP line to cover this much needed improvement. I would respectfully recommend the bid provided by J.D. Wolf in the amount of \$18,000.00 with the work to be performed in February of 2022.

4003 J STREET SW, SUITE 4 – CEDAR RAPIDS, IA 52404 – OFFICE (319) 399-1735

BID QUOTATION

ATTENTION: Mr. Jeremy P. Logan
COMPANY: Oelwein Volunteer Fire Department
PROJECT: Prep and Coat Engine Room Ceiling & Walls
PHONE: (319) 283-4311
DATE: December 14th, 2021

Engine room exposed ceiling will be prepped by power washing to remove any contaminants and loose paint. Ceiling will then be sprayed with one coat of Sherwin Williams Pro Industrial Waterborne Acrylic Dryfall. Walls and overhead doors will also be power washed to remove any contaminants and loose paint. Walls and overhead doors will then receive two coats of Sherwin Williams Pro Industrial Pre-Catalyzed Waterbased Epoxy. Door frames, window frame and railing will be hand sanded and receive two coats of Sherwin Williams Pro Industrial Enamel.

Price - \$21,265.00

Pricing includes labor, material, equipment, and insurance coverage.

Please feel free to contact me with questions, concerns, or if I may be of further service.

Respectfully,



Rick Ciha
Estimator
D.A. BUNCH CO.

RLC

JD's Painting

JD Wolf
 214 3rd Street NE
 Independence, Iowa 50644
 (563) 920-2670

Estimate

Number: E134
 Date: December 07, 2021

Bill To:

Oelwein Fire Department
 200 W Charles St
 Oelwein, Ia 50662

Ship To:

terms	Project
40% due before start	paint truck bays

Description	Quantity/Hours	Price/Rate	Tax	Amount
dry fall ceiling paint	30.00	30.00		900.00
epoxy wall paint	40.00	50.00		2,000.00
dark grey trim paint	2.00	50.00		100.00
job will include wash and clean everything that gets painted, cover what doesn't.spray and roll 2 coats on all.Labor				15,000.00
Sub-Total				\$18,000.00
State Tax 7.00% on 0.00				0.00
Total				\$18,000.00

**OELWEIN POLICE DEPARTMENT
CITY OF OELWEIN, IOWA**



MEMORANDUM

FROM: Jeremy P. Logan, Chief of Police

DATE: December 15, 2021

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

SUBJECT: Redlight – Speed Camera Agreement

The City of Oelwein has previously received information/presentations from two separate Redlight/Speed Camera companies. Research has followed since those companies presented and references have been checked by contacting communities that utilize each company and some communities that have utilized both companies.

In consideration of these presentations and references, I made contact with Sensys Gatso to discuss a potential agreement. After some negotiation, a tentative agreement has been reached, pending council authorization.

- No infrastructure costs will be required by the city, unless the city selects a camera location in which an existing viable pole cannot be utilized.
- No equipment costs will be required by the city.

I would respectfully request that the contractual agreement with Sensys Gatso be approved.

Master Services Agreement

This Master Services Agreement is made on _____, 2021 (the “Effective Date”), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 (“Sensys Gatso”) and the City of Oelwein, Iowa with a principal business address at 20 2nd Ave SW, Oelwein, IA 50662 (the “Customer”).

WHEREAS, Customer wishes to retain the business and technology services of Sensys Gatso (the “Services”) as set forth in this Master Services Agreement (the “Agreement”) and in one or more attachments, incorporated herein by reference (each a “Service Attachment”) to facilitate the detection, issuance and/or processing of violations of one or more of Customer’s traffic law or code enforcement programs (each a “Program”); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the equipment described in a Service Attachment (“Equipment”); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary technology (the “System”) to facilitate the back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a “Notice of Violation”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the Effective Date and continue for a period of five (5) years (the “Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew for one (1) year terms (each a “Renewal Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice to terminate not later than thirty (30) days prior to expiration of the then-current Initial Term or Renewal Term. Renewal Terms are subject to renewal pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if: (a) the other party has breached its obligations under the Agreement or the Service Attachment, as applicable; (b) applicable state law is amended, or a state agency adopts a rule or other requirement to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement or a Service Attachment, the notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, Sensys Gatso or Customer may suspend the Services described in such Service Attachment, immediately upon the effective date of such amendment or ruling, as applicable.
- 1.4. Termination by Customer for Convenience. Customer may terminate this Agreement or a Service Attachment at its convenience by giving Sensys Gatso not less than ninety (90) days’ prior written notice. If Customer terminates this Agreement, or any Service Attachment, for convenience, Customer shall pay Sensys Gatso the termination for convenience fee, if any, set forth in each applicable Service Attachment

(the “Termination Fee”). Any Termination Fee must be paid within thirty (30) days after the Effective Date of Termination.

- 1.5. Effect of Termination. On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement (“Effective Date of Termination”), the Services shall cease immediately. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 5.2 (Ownership; Licenses), 5.3 (Indemnification Obligations), 5.4 (Limitation of Liability), 5.9 (Applicable Law; Jurisdiction and Venue), and 5.14 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.6. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period.

2. COMPENSATION

In consideration for the Services, Customer shall pay Sensys Gatso as follows:

- 2.1. Service Fees. Customer shall pay Sensys Gatso those fees set forth in one or more Service Attachments (the “Service Fees”).
- 2.2. Service Fees Payment.
 - 2.2.1. Invoicing. Sensys Gatso shall provide an itemized invoice to Customer within ten (10) days of each revenue sweep from the Master Account to a Customer-designated account as described in Section 3.7. Each invoice shall indicate the total amounts collected pursuant to each Service Attachment and the Service Fees deducted by Sensys Gatso from such amounts.
 - 2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees, any Termination Fees, and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso’s sole compensation for the Services. All costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System shall remain the responsibility of Sensys Gatso unless otherwise set forth in a Service Attachment.

3. SCOPE OF SERVICES

- 3.1. Sensys Gatso Project Manager. Sensys Gatso will designate one Sensys Gatso employee as Customer’s principal contact at Sensys Gatso (“Sensys Gatso Project Manager”).
- 3.2. Services; System Operation. Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.5. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users over the internet through supported web browsers.
- 3.3. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to its customers, Sensys Gatso will provide such upgrades without charge to Customer.

- 3.4. Customer Personnel Training. On days and at times agreed by the parties, Sensys Gatso will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), or an individual designated by a registered owner as the violator if permitted by applicable law, who has not paid a Notice of Violation in a timely manner, Sensys Gatso may send additional notices thereafter as further described in a Service Attachment.
- 3.6. Payment Methods; Telephone Support. Sensys Gatso shall provide the registered owner(s) or designated violator the opportunity pay or contest a Notice of Violation using one of the following methods: "by web," "by telephone," and "by mail." To the extent permitted by applicable law, Sensys Gatso may pass through to registered owners any reasonable credit card convenience fees imposed upon Sensys Gatso by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays.
- 3.7. Deposit of Fines. Sensys Gatso will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sensys Gatso will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by Sensys Gatso; and (b) for Customer to have viewing rights to the Master Account. Sensys Gatso will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account on or around the 1st and the 15th of each month, provided, however, that Sensys Gatso shall deduct from each funds sweep those Service Fees owed by Customer for the Services pursuant to Section 2.
- 3.8. Storage of Violation Data. Sensys Gatso will store all violation data for three (3) years after payment or final adjudication of such violation or such other period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period.
- 3.9. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal, state and NLETS requirements.
- 3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. Public Awareness. Sensys Gatso shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be

customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

3.12. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12.

3.12.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	statutory
Employer's Liability:	\$500,000 ea. accident-injury
	\$500,000 ea. employee-disease
	\$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

3.12.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.3. Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.4. Umbrella Liability with limits not less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in Sections 3.12.1 through 3.12.3 above.

3.12.5. Sensys Gatso shall list Customer as an additional insured under all of the policies described in this Section 3.12 and shall file with Customer certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.12 prior to commencing work on the System.

4. CUSTOMER RESPONSIBILITIES

4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso's principal contact at Customer ("Customer Project Manager").

4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto.

4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.

4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the "Business Rules"). Customer will provide Sensys Gatso with at least sixty (60) days' written notice of any proposed changes to the Business Rules. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.

4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Customer agrees to take collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain Sensys Gatso to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and any Service Attachment;
- b. the Equipment will conform with all written specifications provided by Sensys Gatso to Customer;
- c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
- d. it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- e. it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;
- f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.1.2. Customer represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b. it has the legal right to grant the licenses set forth in Section 5.2.3, and
- c. it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

5.1.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

- a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

- b. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.2. Ownership; Licenses.

- 5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation ("Program Data"). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified and/or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso's systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.
- 5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials, Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients ("Program Materials"). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.
- 5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sublicensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

5.3. Indemnification Obligations.

- 5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assigns and all persons acting through, by, under or in concert with them (the "Customer Indemnitees") from and against any and all third party claims arising out of or related to:
- a. any material breach of the representations and warranties of Sensys Gatso set forth in Section 5.1.1;

- b. negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
 - c. a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, Sensys Gatso will either: (i) enable Customer to continue to use the System; (ii) modify the System to render it non-infringing; or (iii) replace the System with a replacement System at least functionally equivalent. If Sensys Gatso determines that none of these alternatives is reasonably available, Sensys Gatso shall have the right to terminate this Agreement effective immediately.
- 5.3.2. To the extent not prohibited by the constitution or laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment suppliers and installers) (the "Sensys Gatso Indemnitees") from and against any and all third party claims arising out of or related to:
- a. any material breach of the representations and warranties of Customer set forth in Section 5.1.2;
 - b. negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnitee; or
 - c. the validity of the results of Customer's use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer's use of the System except to the extent caused by Sensys Gatso's failure to comply with the terms of the Agreement.
- 5.3.3. In the event of any third party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 5.3 (each a "Claim"), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense.
- 5.4. **LIMITATION OF LIABILITY.** EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.
- 5.5. **Force Majeure.** Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (a) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no

such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

- 5.6. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.
- 5.7. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Sensys Gatso may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement, and Sensys Gatso may use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5.8. Escalation Procedure. The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement:
- 5.8.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.
- 5.8.2. If the project team cannot resolve the conflict within five (5) business days, Customer Project Manager identified pursuant to Section 4.1 and the Sensys Gatso Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.
- 5.8.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of Sensys Gatso will meet with senior level administrator for Customer within five (5) days to resolve the issue.
- 5.8.4. If no resolution is reached pursuant to Section 5.8.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
- 5.8.5. During any conflict resolution as described in this section 5.8, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.
- 5.9. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.
- 5.10. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.11. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or electronic mail) is considered an original.

- 5.12. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.13. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.
- 5.14. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Agreed to:

Sensys Gatso USA, Inc.

The City of Oelwein, Iowa

By: _____
Authorized signature

By: _____
Authorized signature

Andrew Noble
President
a.noble@sensysgatso.com

Name: _____
Title: _____
Email: _____

Date: _____

Date: _____

Attested to:

Attested to:

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print): _____

Name (type or print): _____

Date: _____

Date: _____

Fixed Location Traffic Enforcement Service Attachment

This Fixed Location Traffic Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Oelwein, Iowa (“Customer”) dated _____ (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

1. SERVICE FEES

- 1.1. Red Light Enforcement Services. A fee equal to the greater of: (a) \$36 per paid Notice of Violation; or (b) thirty-six percent (36%) of all Notice of Violation fines collected by or on behalf of Sensys Gatso pursuant to Sections 3.7 and 4.5 of the Agreement (not including Credit Card Convenience Fees, if any).
- 1.2. Camera Relocation Fee. A fee equal to be mutually agreed by the parties in the event of certain relocations of a Camera described in Section 2.3 of this Service Attachment (“Camera Relocation Fee”).
- 1.3. Subsequent Notice Fee. For each second Subsequent Notice (defined in Section 2.7 of this Service Attachment) sent by Sensys Gatso, and any necessary notices sent thereafter at Customer’s request, a fee equal to \$1.35 (a “Subsequent Notice Fee”).
- 1.4. Termination Fee. A Termination Fee, as defined in Section 1.4 of the Agreement, of \$1,500 per Camera for each month that remains in the Initial Term as of the Effective Date of Termination. There is no Termination Fee if Customer terminates this Service Attachment at the end of the Initial Term or during any Renewal Term.

2. SCOPE OF SERVICES

- 2.1. Equipment. Sensys Gatso shall install, operate, and maintain at least two (2) fixed location traffic red light enforcement cameras (each a “Camera”) in accordance with Sensys Gatso’s standard installation and maintenance practices. Upon mutual agreement by the parties, Sensys Gatso may supply additional cameras equipped with red light and/or speed enforcement.
- 2.2. Camera Installation; Camera Poles. Sensys Gatso will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Customer may elect to install a pole as described in Section 3.3 of this Service Attachment, or Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a “Camera Pole”).
- 2.3. Relocation by Sensys Gatso. Customer may relocate a Camera once during the Initial Term or any Renewal Term at no cost to Customer as long as such relocation doesn’t require the installation of a Camera Pole. If Customer requests that a Camera be relocated more than once during any Initial Term or Renewal Term to a Customer owned or controlled pole, Customer will incur a Camera Relocation Fee as set forth in Section 1.3 of this Service Attachment. Upon ten (10) days prior written notice from Customer, Sensys Gatso will move a Camera to a new location identified by Customer. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole at any time, Sensys Gatso may charge Customer a reasonable Service Fee for such installation (“Camera Pole Installation Fee”).
- 2.4. Relocation Training. Customer may elect to have Sensys Gatso train one (1) or more Customer personnel

in how to move an installed Camera to a new location, including how to attach and align the Camera, as well as how to coordinate with Sensys Gatso personnel for necessary technical adjustments for a new Camera location. Once Customer designees have completed such training, upon seven (7) days prior written notice from Customer, such designees may relocate a Camera on a mutually agreed date and time in accordance with such training to a location with a viable Camera pole. Customer shall be responsible for any damage to a Sensys Gatso Camera incurred during any relocation by Customer.

- 2.5. 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs, as set forth in Section 2.8 of this Service Attachment, and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation (“Warning Period”).
- 2.6. Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a “Violation Package”). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.
- 2.7. Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a “Subsequent Notice”). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer.
- 2.8. Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sensys Gatso will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment.
- 2.9. Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer and agreed by Sensys Gatso at Customer’s expense.
- 2.10. Traffic Studies. If agreed in writing by Sensys Gatso and Customer, Sensys Gatso will conduct an informal traffic study for proposed enforcement locations (each a “Traffic Study”). Any reports resulting from a Traffic Study will be considered Program Data, as defined in Section 5.2.1 of the Agreement. Notwithstanding anything to the contrary in Section 5.1 of the Agreement, the Traffic Study and any resulting reports are provided “as-is” with no warranties of any kind.

3. CUSTOMER RESPONSIBILITIES

- 3.1. Review of Violations. Customer will provide sworn police officers, community service officers or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.
- 3.2. Customer Infrastructure. Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso.
- 3.3. Camera Pole Installation by Customer. In the event Customer elects to install a Sensys Gatso-provided Camera Pole as contemplated by Section 2.2 of this Service Attachment, Customer shall be responsible for obtaining all necessary permits and constructing a foundation in accordance with Sensys Gatso specifications. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Customer will commence installation of Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits or for Customer's delay in installation. Customer shall be responsible for any damage to a Camera Pole or Camera, or personal injury (including death) or damage to real or tangible personal property, resulting from the installation of a Camera Pole by Customer pursuant to this Section 3.3.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Service Attachment to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Sensys Gatso USA, Inc.

By: _____
Authorized signature

Andrew Noble
President

Date: _____

Agreed to:

The City of Oelwein, Iowa

By: _____
Authorized signature

Name: _____
Title: _____

Date: _____

Attested to:

By: _____
Authorized signature

Name (type or print): _____

Date: _____

Attested to:

By: _____
Authorized signature

Name (type or print): _____

Date: _____

EXHIBIT A

Additional Terms and Conditions for
Installation of Camera Poles

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 or 2.3 of this Service Attachment, the following additional terms and conditions shall apply:

- A. Obtaining Permits. Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sensys Gatso, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required.
- B. Installation. Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Installation of a Camera Pole in connection with the relocation of an installed Camera may be subject to a Camera Pole Installation Fee, as described in Section 2.3 of this Service Attachment.
- C. Restoration of Locations. Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.



**OELWEIN FIRE DEPARTMENT
CITY OF OELWEIN, IOWA
MEMORANDUM**

FROM: Jeremy P. Logan, Public Safety Chief

DATE: December 17, 2021

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

SUBJECT: Emergency Vehicle Occupant Extrication Tools

The department applied for and was approved for funds from the Northeast Iowa Charitable Foundation to acquire Emergency Vehicle Occupant Extrication Tools, more commonly known as the “Jaws for Life”.

Upon speaking to vendors, there will be a substantial price increase on January 1st. Because of this timely matter, I sought only two quotes for review. Those quotes are as follows:

Feld Equipment Co.	Amkus	\$35,481.00
Alex Air Apparatus	Hurst eDraulic	\$37,642.00

At the time of this memo, the bid from Feld Equipment does not indicate if there is an additional charge for shipping or not. The Alex Air bid does include shipping. Additionally, the Alex bid includes setup and training. Some of the officers have observed the various products. Based upon the feedback from the Oelwein Fire Department Officers, which takes into consideration product quality, ease of use, and the weight of the equipment, I would recommend the bid from Alex Air Apparatus. I appreciate the officer’s attention the details on this and their observations about how the differences in weight of the equipment, therefore the wear and tear on the user, offset the difference in the pricing.

We would plan to utilize existing funds in the volunteer firefighter’s compensation line item to pay the balance of the cost. I respectfully request authorization to award the bid to Alex Air Apparatus with \$30,000 of the cost being paid with the NEICF funds and \$7,642.00 being paid out of the volunteer compensation line.



11897 Co. RD 87 SE
 Alexandria, MN 56308
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: info@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
12/17/2021	

BILL TO
Oelwein Fire Dept 200 W. Charles St Oelwein, Iowa 50662 Jim Tuecke 319-327-2961

SHIP TO
Oelwein Fire Dept 200 W. Charles St Oelwein, Iowa 50662

		S.O. #	Promise Date	Terms	Sales Rep	
				N30	618	
P.O.#	QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
				Hurst eDraulic E3 Tools		
	1	Order	272899000-1	S789 E3 Cutter	\$12,950.00	\$12,950.00
	1	Order	271855000-9	SP555 E3 28" Spreader	\$14,176.00	\$14,176.00
	1	Order	274885000-9	R521 E3 Ram 53"	\$10,016.00	\$10,016.00
	1			Shipping	\$500.00	\$500.00
				All packages include two batteries and charger.		
				Price includes delivery, setup and training.		

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX

*FREIGHT PREPAID & ADDED

*F.O.B SHIPPING POINT

*THIS IS NOT AN INVOICE

SHIPPING:

Tax Rate SUB: \$37,642.00

TAX:

TOTAL: \$37,642.00

 Authorized Signature of Approval

Sales NE Iowa - Rodger Sill 319-329-7046

SHIP TO

Oelwein IA FD

same

DATE	DATE REQUIRED	CUST. ORDER NO.	TAX EXEMPT NO.	TERMS	F.O.B.	SALESPERSON	SHIP VIA
12/17/2021				net30	factory	SILL	UPS
QUANTITY	STOCK NO.	DESCRIPTION				PRICE	AMOUNT
							0.00
						0.00	0.00
1	IC750LB	Amkus ION G3 CUTTER -LIGHTED HANDLE - bare tool				10650.00	10650.00
1	IS320LB	Amkus ION G3 32" SPREADER-LIGHTED HANDLE - bare tool				11950.00	11950.00
1	KS0029-KIT	Amkus EXTENDED REACH TIPS - (1 pr)				970.00	970.00
1	K-CHAIN24-30	Amkus ION QUICK ADJUST CHAIN PKG (2)				900.00	900.00
1	ITR500LB	Amkus ION Ram - bare tool				9190.00	9190.00
						0.00	0.00
3	BATT9-KIT	TWO 9/3 AMP-HR 60V Flexvolt BATTERIES & SINGLE Fast CHARGER				607.00	1821.00
		(Amkus recommends 2x batteries per too - one on tool/1 one on charger				0.00	0.00
						0.00	0.00
							0.00
						0.00	0.00
							0.00
						0.00	0.00
							0.00
						0.00	0.00
							0.00
						0.00	0.00
							0.00
						0.00	0.00
							0.00
						0.00	0.00
							0.00
						TOTAL	35481.00

Library Board Minutes December 14, 2021

The Oelwein Public Library Board of Trustees held its regular board meeting on Tuesday, December 14, 2021 at 5:00 p.m. at the library.

Present: Kerns, Gilson, Berryman, Payne, and Macken

Absent: Mars, Ingersoll

Vice-president Kerns called the meeting to order at 5:04 p.m.

Berryman made a motion to approve the agenda and the minutes. Seconded by Gilson. Motion carried.

Correspondences: Patrons responded to the “I’m Thankful” display with the following comments on the library: Helpful, Friendly Helpers, Lego Challenge, Books, Story Hour, Movies.

Trustee Training: The Board reviewed the standard on Service Hours. Oelwein Library is open 6 days a week for 56.5 hours per week. The minimum requirements for Size E libraries are 5 days a week for 41 hours. Staff are tracking evening hour usage. In the spring, the board will discuss the possibility of opening earlier in the morning and closing earlier at night.

Director’s Report:

- The trenching and cement work is done for the EV Car Charging station. The unit needs to be assembled and then Ken’s Electric will hook up the electrical wiring.
- City Council is still working on salaries. The Council has reduced the amount available for salaries so the proposed step plan with the incorporated longevity will not work for FY2023. When the allowable amount is determined, the library board will decide on the library staff wages.

Friend’s Report:

- The Book & Bake Sales have been scheduled for April and October 2022.
- There will be no Chocolate Fest for 2022.
- Friends decorated the library Christmas Tree and bought some poinsettias.

Bills: Bills were reviewed. StewartScapes trimmed all the trees and removed invasive trees from the arborvitaes. The cost was \$1,040.00. The trees should be in good shape for another 3 years. Gilson made a motion to approve the bills. Seconded by Berryman. Motion carried.

Policy Review: The Board reviewed the Faxing Services policy. Berryman made a motion to reduce the charge for transmitting faxes to \$0.50 per page with no charge for local or toll-free numbers and \$0.20 per page for receiving faxes. Seconded by Gilson. Motion carried.

Berryman made a motion to adjourn at 5:20 p.m.

The next meeting will be January 11 at 5:00 p.m.

Respectfully submitted,
Susan Macken



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator’s Council Agenda Memo

Date: 12/20/2021

Citizens Public Comments - See Guidelines for Public Comments Below

- 1. Presentation of plaque to Renee Cantrell in appreciation of service on the Park and Recreation Commission

Consent Agenda

- 2. Consideration of a motion to approve the minutes of the December 13, 2021 Council meeting
- 3. Claims resolution in the amount of \$739,074.60

Ordinances

- 4. Consideration of an Ordinance Amending Section 3-71, Section 3-73, Section 3-78, Section 3-79, Section 3-81, to modify City Administrator and City Clerk Duties - Third and Final Reading
 - 1. The City is updating their job titles and moving the City Admin/Clerk title to a standalone Clerk. The current Deputy Clerk does all of the Clerk duties and much more. This will help define positions in City Hall and bring Oelwein into a system used by many communities. The City Administrator recommends approving the final reading.
- 5. Consideration of an Ordinance Amending Section 3-5, Section 3-73, Section 5-2 through Section 5-11, Section 5-21, Section 11-10, and Section 16-80 to modify Fire Department and Public Safety Chief - Second Reading
 - 1. Council directed the City Administrator to update city code to reflect changes to a public safety chief. The following changes clean up city code and allow for a public safety chief. The City Administrator recommends approving the second reading.

Motions

- 6. Consideration of a recommendation from Planning, Finance, Enterprise, and Economic Development Committee Re: Hotel-Funding Applications for Williams Center for the Arts and Junior Husky Club Basketball
 - 1. Recommendations for these items come from the committee.
- 7. Consideration of a motion to approve Change Order No. 4 on the Segment 1 Trails Improvement Project in the amount of -\$2,075.00
 - 1. A silt fence was not used on a portion of the project. This allows for a deduction from the project. The City Administrator recommends approving the change order.
- 8. Consideration of a motion approving pay request No. 7 in the amount of \$9,331.14 to Bacon Concrete, LLC for work completed on the Segment 1 Trail Improvement Project



1. This payment is for some the last items on the project, with most of it being signage. The City Administrator recommends approving the pay request.
9. Consideration of a motion to approve the pay request No. 8 - Final in the amount of \$17,898.31 to Bacon Concrete, LLC. for work completed for the Segment 1 Trail Improvement Project
 1. This is the final pay request. The engineer and staff approve of the payment. The City Administrator recommends approving the pay request.
10. Consideration of a motion to accept the Segment 1 Trail Improvement Project
 1. This closes out Segment 1 trail project. The engineer and city staff have approved the work. The City Administrator recommends approving the motion.
11. Consideration of a motion authorizing signatures on Agreement for Professional Services with Fehr Graham for Segment 2 Trails
 1. This is to build the next phase of the trail project. Council wanted to make adjustments to an on-road trail. That figure for the off-road trail has been provided. The City Administrator recommends approving the original proposal from staff on phase two.
12. Consideration of a motion to accept the bid J.D. Wolf in the amount of \$18,000 for the Fire Department Truck Bay Painting
 1. The city is making several investments in the Fire Department. The Public Safety Chief has provided a recommendation. Funds are available for this project. The City Administrator recommends approving the motion.
13. Consideration of a motion to authorizing signatures on Master Services Agreement with Sensys Gatso for Redlight - Speed Camera
 1. City Council is working toward speed cameras and red-light cameras. This will add another layer of public safety in the community by encouraging people not to speed in town. A memo has been provided by the Public Safety Chief. The City Administrator recommends approving the motion.
14. Consideration of a motion to authorize signatures on 3 year airport agricultural land lease for \$315 per acre
 1. City Council directed the City Attorney to negotiate a farm lease for the airport because Pat Dillon is an attorney by day, and farmer by night. The City Administrator has no issues with Travis Seehase and he has been a responsible tenant for the airport. This is a nice change of pace from getting a new farmer each year and having no idea the condition of the airport ground. The City Administrator recommends approving the land lease with Travis Seehase.