



## Agenda

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

July 12, 2021  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Warren Fisk

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

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**Pledge of Allegiance**

**Call to Order**

**Roll Call**

**Additions or Deletions**

**Citizens Public Comments** - See Guidelines for Public Comments Below

**Consent Agenda**

- [1.](#) Consideration of a motion to approve the minutes of the June 28, 2021 Council meeting
- [2.](#) Consideration of a Class 'C' Liquor License renewal for Viper Lanes and PJ's Bar and Grill
- [3.](#) Consideration of a motion approving Pay Estimate No. 3 in the amount of \$22,939.65 to Bacon Concrete, LLC for work completed on Segment 1 Trail Improvements Project

**Public Hearing**

4. Public Hearing on Proposed Disposal by Sale of the City's Interest in 17 5th Avenue SW and 15 5th Avenue SW, Oelwein, Fayette County, Iowa

**Ordinances**

- [5.](#) Consideration of an Ordinance Amending Chapter 16 Garbage and Trash, Section 16-9 Duty to Dispose - Third and Final Reading
- [6.](#) Consideration of an Ordinance Amending Oelwein Code of Ordinances Chapter 14, Article IX, Sidewalk Cafe - Second Reading

**Resolutions**

- [7.](#) Consideration of a Resolution Directing the Sale of the City's Interest in the East 50 Feet of Lots 23, 24, and 25, Block 2, Martin's Second Addition to Oelwein, Fayette County, Iowa Commonly Known as 33 3rd Street NW
- [8.](#) Consideration of a Resolution Adopting Final Assessment Schedule for the Wings East Pavement Improvements Project and Amending, Confirming and Levying the Assessments

**Motions**

- [9.](#) Consideration of a motion authorizing signatures on Charles Street Viaduct Study with origin design
- [10.](#) Consideration of a motion approving the proposed trade of City owned Parcel # 1821153007 to Matt and Sue Happel for Parcel # 1821153009 for future Trail Development
- [11.](#) Consideration of a recommendation from Public Safety Committee re: Fire Department Evaluation Proposal

**Committee Reports**

**Council Updates**

**Mayor's Report**

**City Attorney's Report**

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

**City Administrator’s Report**

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

**Adjournment**

[ii.](#) Additional Information

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



# Minutes

City Council Meeting  
20 Second Avenue SW, Oelwein  
June 28, 2021 - 6:00 PM

### Pledge of Allegiance

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

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

### Additions or Deletions

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

Motion Carried

### Citizens Public Comments

Teresa Miculinish, 209 5<sup>th</sup> Ave SW thanked Mayor DeVore and council person Fisk for listening.

### Consent Agenda

1. Consideration of a motion to approve the minutes of the June 14, 2021 Council meeting
2. Claims Resolution in the amount of \$3,140,691.94
3. Consideration of a motion to approve 2021-2022 Cigarette/Tobacco Permit Renewals

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

Motion Carried

### Ordinances

4. Consideration of an Ordinance Amending Water and Sewer Rates, Chapter 7 of the Code of Ordinances of the City of Oelwein, Iowa - Third and Final Reading

A motion was made by Fisk seconded by Seeders to adopt Ordinance No. 1188.

Ayes: Payne Fisk, Cantrell, Weber, Seeders

Nays: Stewart

Motion Carried

5. Consideration of an Ordinance Amending Section 22-70 to Change Speed Zones on 10th Street SE/Old Road - Third and Final Reading

A motion was made by Fisk, seconded by Weber to adopt Ordinance No. 1189

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

Nays: None

Motion Carried

6. Consideration of an Ordinance Amending Chapter 16 Garbage and Trash, Section 16-9 Duty to Dispose - Second Reading

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

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

Nays: None

Motion Carried

7. Consideration of an Ordinance Amending Oelwein Code of Ordinances Chapter 14, Article IX, Sidewalk Cafe - First Reading

Mulfinger stated working with OCAD and asking for parklets.

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

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders  
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 Weber, seconded by Fisk to adopt the ordinance on the first and final reading.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

9. Consideration of an Ordinance Amending Chapter 12 buildings, Section 12-153 Same – Temporary

A motion was made by Weber, seconded by Cantrell to adopt Ordinance No. 1190 on the first and final reading.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

#### Resolutions

10. Consideration of a Resolution Authorizing Temporary Closure of Public Ways or Grounds for Oelwein Rotary Club

A motion was made by Weber, seconded by Fisk to adopt Resolution No. 5282-2021.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

11. Consideration of a Resolution Authorizing Temporary Closure of Public Ways or Grounds for Oelwein Swim Team

A motion was made by Fisk, seconded by Cantrell to adopt Resolution No. 5283-2021.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

12. Consideration of a Resolution Establishing Collective Bargaining and Nonunion Salaries for City Employees

A motion was made by Fisk, seconded by Cantrell to adopt Resolution No. 5284-2021.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

13. Consideration of a Resolution to Accept Deed to 15 5th Avenue SW

A motion was made by Fisk, seconded by Weber to adopt Resolution No. 5285-2021.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

14. Consideration of a Resolution to Set Public Hearing on Proposed Disposal by Sale of the City's Interest in 17 5th Avenue SW and 15 5th Avenue SW, Oelwein, Fayette County, Iowa

A motion was made by Fisk, seconded by Payne to adopt Resolution No. 5286-2021.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

15. Consideration of a Resolution on Interfund Transfers

A motion was made by Fisk, seconded by Seeders to adopt Resolution No. 5287-2021.

Ayes: Payne, Fisk, Cantrell, Weber, Stewart, Seeders  
Nays: None

Motion Carried

Motions

16. Consideration of a recommendation from Planning, Finance, Enterprise and Economic Development Committee re: Fayette Co. Ag Society Hotel-Motel Tax Funding Application in the amount of \$7,000

A motion was made by Weber, seconded by Stewart to approve the Committee's recommendation of \$6,000. All voted aye.

17. Consideration of a motion authorizing signatures on Proposal for Professional Services with origin design for Charles Street Viaduct Hazard Mitigation

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

18. Consideration of a motion to open the position of Code Enforcement Officer in Community Development

A motion was made by Fisk, seconded by Weber to open the position of Code Enforcement officer.

A lengthy discussion ensued to verify if this position is a new position or in the budget. Mulfinger explained council approved a Full-time position in the budget in March, this position would be a part time position.

Committee Reports

Cantrell reported Parks & Recreation could not meet due to no quorum. Recommended to get the board down to five members. Mulfinger stated that could be done with an Ordinance.

Stewart reported a short Airport meeting, and the main discussion was regarding a recliner. Next meeting will be August 19, 2021

Mayor's Report

Mayor DeVore, City Administrator Mulfinger and Councilman Fisk attended a community clean up meeting with Angie Funk. The clean up day has been set for July 17 in the morning.

Mayor DeVore handed out pictures that were sent to him from the Fayette County Landfill of trash being dumped in the recycling bins. Fayette County Landfill has indicated they may be removed.

Seeders requested cameras installed. Fisk question who cleans up the garbage. Mulfinger stated City Staff removes items outside of the bins. Weber stated there is no solution other than moving it out of City Limits.

City Attorney's Report

City Attorney Dillon stated he will be picking up 9 tax sale properties from the County. These properties are active code enforcement cases.

City Attorney Dillon would like to reach out to Iowa Legal Aid to educate the public on their legal rights when purchasing properties on contract. Seeders would like to see this brought to the high school to educated Seniors as well. Mayor DeVore has reached out to Craig Johnson and Chad Ingles.

Dillon reported Magistrate court will be held at the Oelwein Police Department on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

Adjournment

A motion was made by Fisk, seconded by Weber to adjourn at 7:02 P.M.

\_\_\_\_\_  
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 June 28, 2021 and copy of said proceedings was furnished to the Register June 30, 2021.

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Services <[https://directory.iowa.gov/service/Index?\\_ga=1.101492737.1604613096.1488473035&ia\\_slv=1625058813335](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1625058813335)>

Agencies <[https://directory.iowa.gov/?ia\\_slv=1625058813335](https://directory.iowa.gov/?ia_slv=1625058813335)>

Social <[https://directory.iowa.gov/social/Index?ia\\_slv=1625058813335](https://directory.iowa.gov/social/Index?ia_slv=1625058813335)>

<[https://www.iowa.gov/search/google?ia\\_slv=1625058813335](https://www.iowa.gov/search/google?ia_slv=1625058813335)>

(App-141969)

License Application (LC0037007)

Applicant

**Name of Legal Entity :** Viper Lanes LLC

**Name of Business(DBA) :** Viper Lanes & PJ's Bar and Grill

**Address of Premises :** 100 West Charles St

**City :** Oelwein

**County :** Fayette

**Zip :** 50662

**Business :** (319) 283-4357

**Mailing Address:** 100 West Charles St

**City :** Oelwein

**State :** Iowa

**Zip :** 50662

Contact Person

**Name :** Dean Hendricks

**Phone :** (563) 608-9699

**Email :** viperlanes@gmail.com

License Information

**License Number :** LC0037007

**License/Permit Type :** Class C Liquor License

**Term :** 12 Month

**Effective Date :** 2021-08-01

**Expiration Date :** 2022-07-31

**Sub-Permits/Privileges :**

Status of Business

**Business Type :** Limited Liability Company

Ownership

Dean Hendricks

**City :** Oelwein

**State :** Iowa

**Zip :** 50662

**Position :** Owner

**% of ownership :** 100

**U.S. Citizen :** Yes

Insurance Company Information

**Insurance Company :** Illinois Casualty Co

**Policy Effective Date :** 2021-08-01

**Policy Expiration :** 2022-08-01

**Bond Effective :**

**Dram Cancel Date :**

**Outdoor Service Effective :**

**Outdoor Service Expiration :**

**Temp Transfer Effective Date :**

**Temp Transfer Expiration Date :**



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

Name of Contractor:		Name of Owner:		Amount of Contract:		Dates of Estimate:			
Bacon Concrete, LLC PO Box 188, Postville, IA 57:		City of Oelwein 20 2nd Avenue SW, Oelwein, IA 50662		Original: \$ 363,674.01 Revised: \$ 363,780.35		From: May 30, 2021 Through: June 26, 2021			
Date of Completion:		Original: September 3, 2021 Revised:		Amount of Contract:		Dates of Estimate:			
<b>BID ITEMS - DIVISION 1</b>									
Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
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				\$ -
7.1	7010-A	PAVEMENT, PCC, 6" THICK	20	SY	\$ 58.00				\$ -
8.1	7010-E	CURB AND GUTTER, PCC, 30" WIDE, 6" THICK	25	LF	\$ 31.00			25	\$ 775.00
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	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	0.4	\$ 200.00	0.8	\$ 400.00
16.1	8040-B	REMOVE AND REINSTALL SIGN PER PLAN	1	EA	\$ 300.00				\$ -
17.1	8040-C	STEEL BREAKAWAY SIGN POSTS	36	LF	\$ 13.00				\$ -
18.1	8040-D	SIGNS, SHEET ALUMINUM	8.11	SF	\$ 27.00				\$ -
19.1	8040-E	SIGN, INSTALL	3	EA	\$ 40.00				\$ -



Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
20.2	7030-E-0	SIDEWALK, PCC, 5" THICK	61	SY	\$ 43.00		\$ -		\$ -
21.2	7030-G	DETECTABLE WARNING	62	SF	\$ 52.00		\$ -		\$ -
22.2	7030-H-2	DRIVEWAY, GRANULAR	38	TON	\$ 17.00		\$ -		\$ -
23.2	7040-H-0	PAVEMENT REMOVAL	31	SY	\$ 8.00		\$ -		\$ -
24.2	7040-O-0	PATCHES, SURFACE, CRUSHED STONE	43	TON	\$ 19.00		\$ -	30	\$ 570.00
25.2	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 1,850.00		\$ -	0.5	\$ 925.00
26.2	8040-B	REMOVE AND REINSTALL SIGN PER PLAN	4	EA	\$ 300.00		\$ -		\$ -
27.2	8040-C	STEEL BREAKAWAY SIGN POSTS	350	LF	\$ 11.00		\$ -		\$ -
28.2	8040-D	SIGNS, SHEET ALUMINUM	78.22	SF	\$ 27.00		\$ -		\$ -
29.2	8040-E	SIGN, INSTALL	30	EA	\$ 40.00		\$ -		\$ -
30.2	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 1 PERMANENT LAWN MIX)	1.75	AC	\$ 5,000.00		\$ -		\$ -
31.2	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 4 URBAN TEMPORARY EROSION CONTROL MIXTURE)	1.75	AC	\$ 5,000.00		\$ -		\$ -
32.2*	9040-J	RIP RAP, CLASS E	35.17	TON	\$ 26.00		\$ -	35.17	\$ 914.42
33.2	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	100	LF	\$ 4.50		\$ -		\$ -
34.2	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	100	LF	\$ 1.75		\$ -		\$ -
35.2	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	100	LF	\$ 2.25		\$ -		\$ -
36.2	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	175	SY	\$ 7.00		\$ -		\$ -
37.2	9060-E	REMOVAL OF FENCE	155	LF	\$ 4.00		\$ -	155	\$ 620.00
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
<b>TOTAL BID ITEMS</b>							\$ 24,147.00		\$ 155,385.46

\* Modified by Contract Change Order

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

This Period	Retainer 5.00%	Total to Date
\$ 24,147.00	Amount Earned	\$ 155,385.46
\$ 1,207.35	Amount Retained	\$ 7,769.27
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 124,676.54
\$ 22,939.65	Amount Due	\$ 22,939.65

Estimated Percent of Job Completed

42.71%

Is Contractor's Construction Progress on Schedule?

Yes

Submitted By:

Bacon Concrete, LLC

City of Oelwein, Iowa

By: *Cory Bacon* Date: 07/01/2021

By: Brett DeVore, Mayor Date:

Cory Bacon, President

Brett DeVore, Mayor

Recommended By:

Fehr Graham

By: Dylan Mulfinger, City Administrator Date:

By: *Jon Biederma* Date: 07/01/2021

Jon Biederma, Project Engineer

ORDINANCE NO. \_\_\_\_\_

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

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

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

Section 16-9. DUTY TO DISPOSE

1. Regarding regularly placed receptacles.

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

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

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

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

First reading – June 14, 2021  
Second reading – June 28, 2021  
Third reading –

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

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded \_\_\_\_\_, 2021.

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

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

M Weber  
Cantrell  
Fisk  
Stewart  
Seeders  
Payne

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

	AYES	NAYS	ABSENT	ABSTAIN
M Weber				
Cantrell				
Fisk				
Stewart				
Seeders				
Payne				

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

	AYES	NAYS	ABSENT	ABSTAIN
M Weber				
Cantrell				
Fisk				
Stewart				
Seeders				
Payne				

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING OELWEIN CODE OF ORDINANCES CHAPTER 14, ARTICLE IX, SIDEWALK CAFÉ

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 as follows:

ARTICLE IX  
SIDEWALK CAFÉ AND PARKLET

Section 2. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by deleting Section 14-51 Authorization (2) and replacing it as follows:

The sidewalk café shall be operated as an extension of a licensed restaurant or food establishment. Only licensed restaurants where more than 50% of the gross revenues in the past tax year were generated, on the premises, from the sale of food or beverages may request a permit to operate a sidewalk café.

Section 3. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by deleting Section 14-153 Designated Area and replacing it as follows:

1. A sidewalk café may encroach into the public right of way and shall be located and operated in a manner that will allow a minimum of four (4) feet of unobstructed sidewalk adjacent to the street curb for pedestrian use. Obstructions such as street lights, planters or other public amenities shall be outside the required minimum four (4) feet of unobstructed sidewalk.

2. No tables or chairs shall be anchored to the public right of way. All tables and chairs and other equipment and amenities shall be removed from the public right of way and the sidewalk café area shall be cleaned and restored to a pedestrian way at the end of each day's operation. sidewalk café area shall not appropriate or include any public amenities, benches or trash receptacles. The use of the public right of way shall not interfere with access to public utilities located and operated within the public right of way.

3. The café may extend into the street in the form of a parklet. A parklet takes up one to four parking spaces and is an extension of the existing restaurant and or establishment. Creating a parklet must be approved by the city and the design should be included in the application for the sidewalk café permit.

Section 4. That the General Ordinances of the City of Oelwein adopted July 1, 2012 be amended by deleting Section 14-154 (1) and (3) and deleting (5) and replacing it as follows:

5. All furniture, equipment and amenities associated with operation of the sidewalk café shall be clean and maintained in good repair.

Section 5. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon its passage.

First Reading – June 28, 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



To whom it may concern:

We Benjamin Baily & Andrea Baily  
Are interested in the purchase of

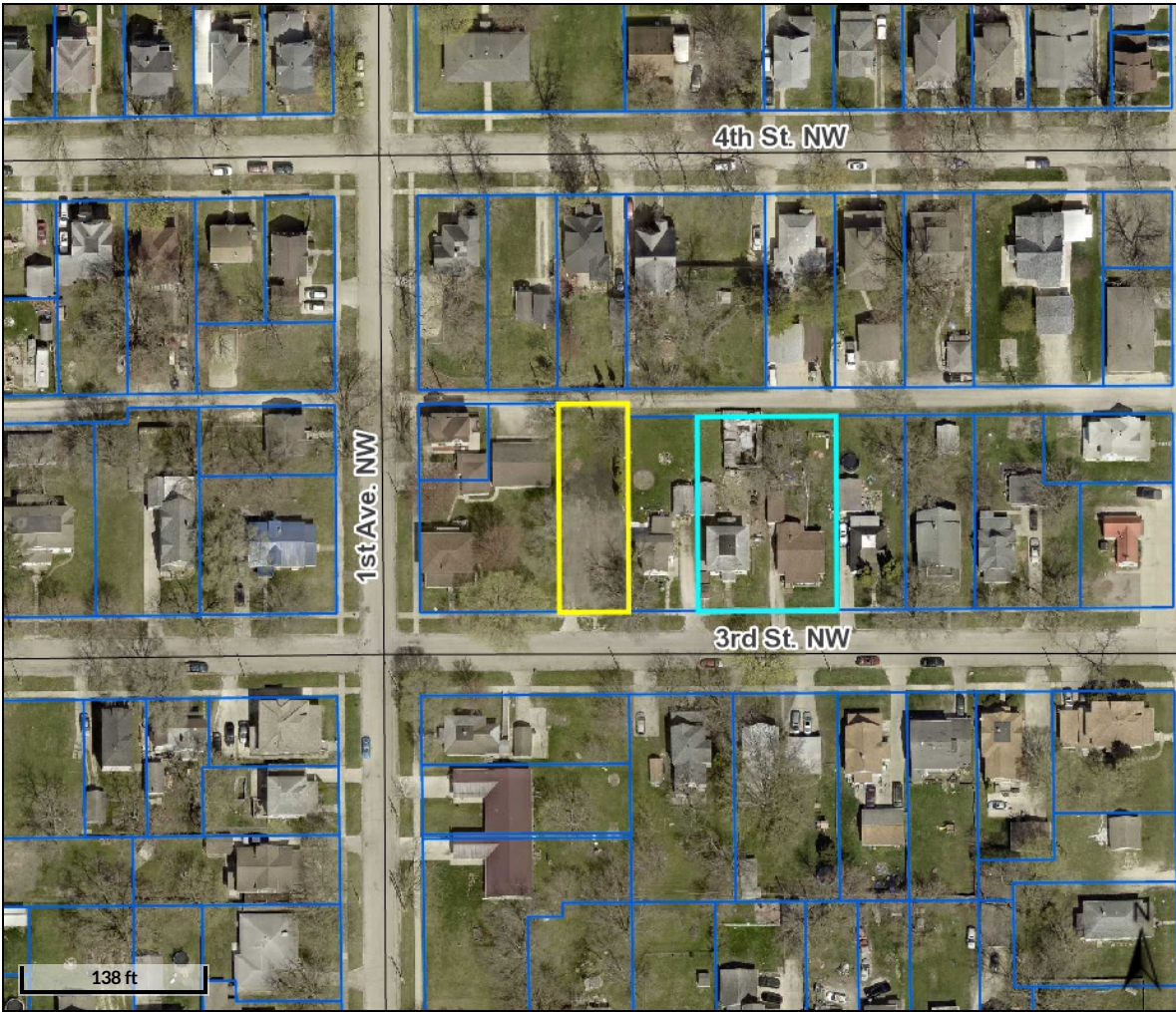
33 3<sup>rd</sup> st NW Oelwein, IA.  
parcel 1821134014

After the removal of the tree  
stump at the rear of the  
property. And we would like  
the city to leave the driveway  
approach on 3<sup>rd</sup> st.

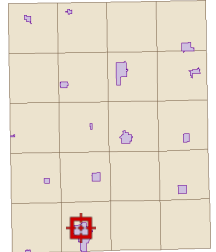
Ben Baily  
Andrea Baily

21 3<sup>rd</sup> st. NW  
Oelwein IA 50662






319-283-8818



**Overview**



**Legend**

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

<b>Parcel ID</b>	1821134017	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	Baily, Benjamin F., II &
<b>Sec/Twp/Rng</b>	21-91-9	<b>Class</b>	R		Baily, Andrea R.
<b>Property Address</b>	21 3RD ST. NW	<b>Acreage</b>	n/a		21 3rd St. NW
	OELWEIN				Oelwein, IA 50662

**District** OELWEIN OELWEIN INC  
**Brief Tax Description** LOTS 2 & 3 BLK 7  
MARTINS 3RD ADD

(Note: Not to be used on legal documents)

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RESOLUTION NO. \_\_\_\_\_

RESOLUTION DIRECTING THE SALE OF THE CITY’S INTEREST IN THE EAST 50 FEET OF LOTS 23, 24, AND 25, BLOCK 2, MARTIN’S SECOND ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA COMMONLY KNOWN AS 33 3<sup>RD</sup> STREET NW

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

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

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

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

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

The East 50 Feet of Lots 23, 24, and 25, Block 2, Martin’s Second Addition to Oelwein, Fayette County, Iowa

To: Benjamin F. Baily II and Andrea R. Baily

For the sum of \$704.00, pursuant to the terms of the attached Offer to Buy and by this reference incorporated herein, with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.

Section 5. The City Administrator shall co-sign such contracts and deeds. The Deed shall be delivered thirty days after the date of this Resolution, unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such facts to be noted on the official record of this Resolution.

Section 6. This resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 12<sup>th</sup> day of July, 2021.

\_\_\_\_\_  
Brett DeVore, Mayor

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

Attest:

Weber  
Stewart  
Cantrell  
Fisk  
Payne  
Seeders

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Administrator

## RESOLUTION NO. \_\_\_\_\_

## Resolution Adopting Final Assessment Schedule for the Wings East Pavement Improvements Project and Amending, Confirming and Levying the Assessments

WHEREAS, heretofore and in strict compliance with Chapter 384 of the Code of Iowa, the City Council of the City of Oelwein, Iowa, pursuant to a Resolution of Necessity duly adopted on May 11, 2020, did order the construction of the Wings East Pavement Improvements Project (the "Project"), such improvement having been duly completed, the work accepted and FOX Engineering Associates, Inc. (the "Project Engineers") having filed the final assessment schedule, which has been fully considered by this Council;

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

Section 1. The final assessment schedule filed by the Project Engineers covering the Project is hereby amended as follows:

**(Insert the word "none" or list amendments to plat and schedule of assessments).**

Section 2. The aforementioned final assessment schedule, as amended, is hereby approved and adopted.

Section 3. Each and all of the assessments upon the benefited property in the amounts and upon the various lots and tracts described in such final assessment schedule are hereby confirmed and levied.

Section 4. Each of such assessments in the amount of more than Five Hundred Dollars (\$500.00) is hereby divided into ten (10) equal installments, as near as may be.

Section 5. All unpaid installments shall bear interest at the rate of 1.5996% per annum from June 14, 2021 (that being the date of acceptance of the work); provided, however, that any such assessments may be paid in full or in part without interest within 30 days after the date of the first publication of the Notice of Filing of the Final Assessment Schedule with the County Treasurer, such payments to be made at the office of the City Clerk.

Section 6. The first installment of the unpaid assessments shall be due and payable at the office of the County Treasurer of Fayette County on the first day of July, 2022, and shall become delinquent from October 1, 2022, and then bear the same interest with the same penalties as ordinary taxes.

Section 7. Succeeding installments shall become due and payable in like manner on the first day of July in each of the years 2023 to 2031, inclusive.

Section 8. All assessments in the amount of Five Hundred Dollars (\$500.00) or less shall become due and payable in full on the first day of July, 2022.

Section 9. All unpaid installments of any assessment may be paid in full on any date, in which case interest shall be computed on the outstanding balance to the first day of December following the date of such payment; and additional annual installments may be paid after the current installment has been paid before December 1 without interest.

Any property owner may elect to pay one half or all of the next annual installment of principal of and interest on the special assessment prior to the delinquency date of the installment.

Section 10. The City Clerk is hereby authorized and directed to certify and file the final assessment schedule, herein referred to, with the County Treasurer of Fayette County.

The City Clerk shall thereupon give notice of such certification and filing by publication once each week for two successive weeks in a legal newspaper printed wholly in the English language, published at least once weekly and of general circulation in Oelwein, Iowa, the first publication to be not more than fifteen (15) days after the date of filing of the said schedule with said County Treasurer.

The City Clerk shall also mail said notice, by ordinary mail, to each property owner whose property is subject to assessment for said improvement, such notice to be mailed on or before the second publication of the notice.

Section 11. Such notice shall be in the form substantially as follows:

NOTICE OF FILING OF FINAL ASSESSMENT SCHEDULE FOR THE  
WINGS EAST PAVEMENT IMPROVEMENTS PROJECT

OELWEIN, IOWA

TO WHOM IT MAY CONCERN: Take notice that the City Council of the City of Oelwein, Iowa, has adopted the final assessment schedule covering the Wings East Pavement Improvements Project (the “Project”), which was duly certified to the County Treasurer of Fayette County, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, all in accordance with Section 384.60 of the Code of Iowa.

The Project consisted of a 3.5-inch Hot Mix Asphalt (HMA) overlay on portions of 12th Avenue NE, 13th Avenue NE, 2nd Street NE, and 3rd Street NE. The Project also included a full-depth Portland Cement Concrete (PCC) replacement for portions of 3rd Street NE and 13th Avenue NE. There was also be pavement removal and replacement of select driveways and sidewalks. Portions of storm sewer and subdrain were installed. Disturbed areas were seeded as applicable after completion of the Project..

The Project was constructed on and along the following segments of street in the City of Oelwein, Fayette County, Iowa:

- 12<sup>th</sup> Avenue NE, from 1<sup>st</sup> Street NE to 3<sup>rd</sup> Street NE
- 13<sup>th</sup> Avenue NE, from 1<sup>st</sup> Street NE to 3<sup>rd</sup> Street NE
- 2<sup>nd</sup> Street NE, from 12<sup>th</sup> Avenue NE to 13<sup>th</sup> Ave NE
- 3<sup>rd</sup> Street NE, from a point approximately 158 feet west of 12<sup>th</sup> Avenue NE to a point approximately 115 feet east of 13<sup>th</sup> Avenue NE

It is considered that the property abutting the above-described segments of street have been specially benefitted by this improvement and should be specially assessed.

Any assessment may be paid in full or in part without interest within 30 days after the date of the first publication of this notice, such payments to be made at the office of the City Clerk. Assessments in the amount of Five Hundred Dollars (\$500.00) or less which are not paid in full within that time period shall be due on July 1, 2022. Assessments in the amount of more than Five Hundred Dollars (\$500.00) which are not paid in full within that time period will be divided into ten (10) equal annual installments due on the first day of July, commencing July 1, 2022. All unpaid special assessments will draw annual interest at 1.5996% computed initially from the date of acceptance of the work on the Wings East Pavement Improvements Project to December 1, 2022, and thereafter computed from the December 1 immediately preceding the due dates of the respective installments to the December 1 next following the due dates of the respective installments. Each installment will be delinquent from the October 1 following its due date and will draw additionally the same delinquent interest and the same penalties as ordinary taxes.

Any property owner may elect to pay one half or all of the next annual installment of principal and interest of the special assessment prior to the delinquency date of the installment.

All unpaid installments of any assessment may be paid in full on any date, in which case interest shall be computed on the outstanding balance to the first day of December following the date of such payment; and additional annual installments may be paid after the current installment has been paid before December 1 without interest.

Reference is hereby made to said final assessment schedule for a description of the particular lots or tracts and the amounts of the final assessments thereon, as determined and fixed by the Council.

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

Dylan Mulfinger  
City Administrator

(The mailed copies of the notice should include the following information:

According to the records of the County Auditor, you are the owner of:

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(Insert Property Description)

and the final assessment against the same is \$\_\_\_\_\_.)



Section 12. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this July 12, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

# Wings East Pavement Improvements

FAYETTE COUNTY

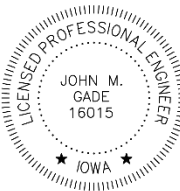
## FINAL ASSESSMENT SCHEDULE

CITY OF OELWEIN, IA

PREPARED BY

John Gade, P.E.  
FOX Engineering Associates, Inc.  
414 South 17<sup>th</sup> Street, Suite 107  
Ames, IA 50010  
Phone: 515-233-0000

*FOX Ref: 1022-18A.460*

	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.
	JOHN M. GADE P.E. _____ DATE _____ License number 16015
	My license renewal date is December 31, 2021.
	Pages or sheets covered by this seal: _____ _____

- Pg 1. Cover Sheet
- Pg 2-3. Letter to Council
- Pg 4-5. Final Assessment Plat
- Pg 6. Final Assessment Schedule
- Pg 7. Final Project Cost

June 17, 2021

Mayor & City Council  
City of Oelwein  
20 Second Ave SW  
Oelwein, IA 50662

Re: **Wings East Pavement Improvements – Special Assessment**  
Summary Letter for Final Assessment  
*FOX Ref No: 1022-18A.460*

Dear Mayor and City Council:

The Wings East Pavement Improvements project consists of a 3.5-inch HMA overlay on portions of 12<sup>th</sup> Ave NE, 13<sup>th</sup> Ave NE, 2<sup>nd</sup> St NE, and 3<sup>rd</sup> St NE. The project also includes a full depth PCC replacement for portions of 3<sup>rd</sup> St NE and 13<sup>th</sup> Ave NE. Work includes pavement removal and replacement of select driveways and sidewalks. Work includes storm sewer and subdrain improvements. Erosion control, traffic control and permanent seeding are included in the project. The total length of improvements is approximately 0.6 miles.

The City Council directed this project to be constructed and directed a portion of the project costs to be assessed to benefiting property owners. City Council held a public hearing and adopted the Resolution of Necessity on May 11, 2020, at 6:00 p.m. City Council determined that 50% of project will be a special benefit assessed to property owners. City Council determined 50% of the project will be a general benefit and paid for by the City. The preliminary total project cost was estimated at \$650,000.

The assessment district was generally determined to be 85-foot or 100-foot offset from the 12th Ave NE, 13<sup>th</sup> Ave NE, 2<sup>nd</sup> St NE, and 3<sup>rd</sup> St NE right-of-way. The final assessable costs include all items and associated costs listed in the attached Final Assessment Project Costs document. The property valuations were determined based on either property appraisals, recent property sales, or Fayette County tax appraisals (see Council Explanation on the Assessment Schedule).

All work has been completed and City Council has accepted the Statement of Final Completion on June 14, 2021. The total project cost is **\$693,000.00** which includes the base bid, change orders, and consultation fees. Council can not assess a property owner more than the approved Preliminary Assessment Schedule. The completed project was \$43,000 over the project estimate. Thus, the Total Final Assessment to private property owners will be equal or no more than the values shown on the Preliminary Assessment.

Attached is the Final Assessment Plat, Final Assessment Schedule, and Final Project Costs for your review and use.

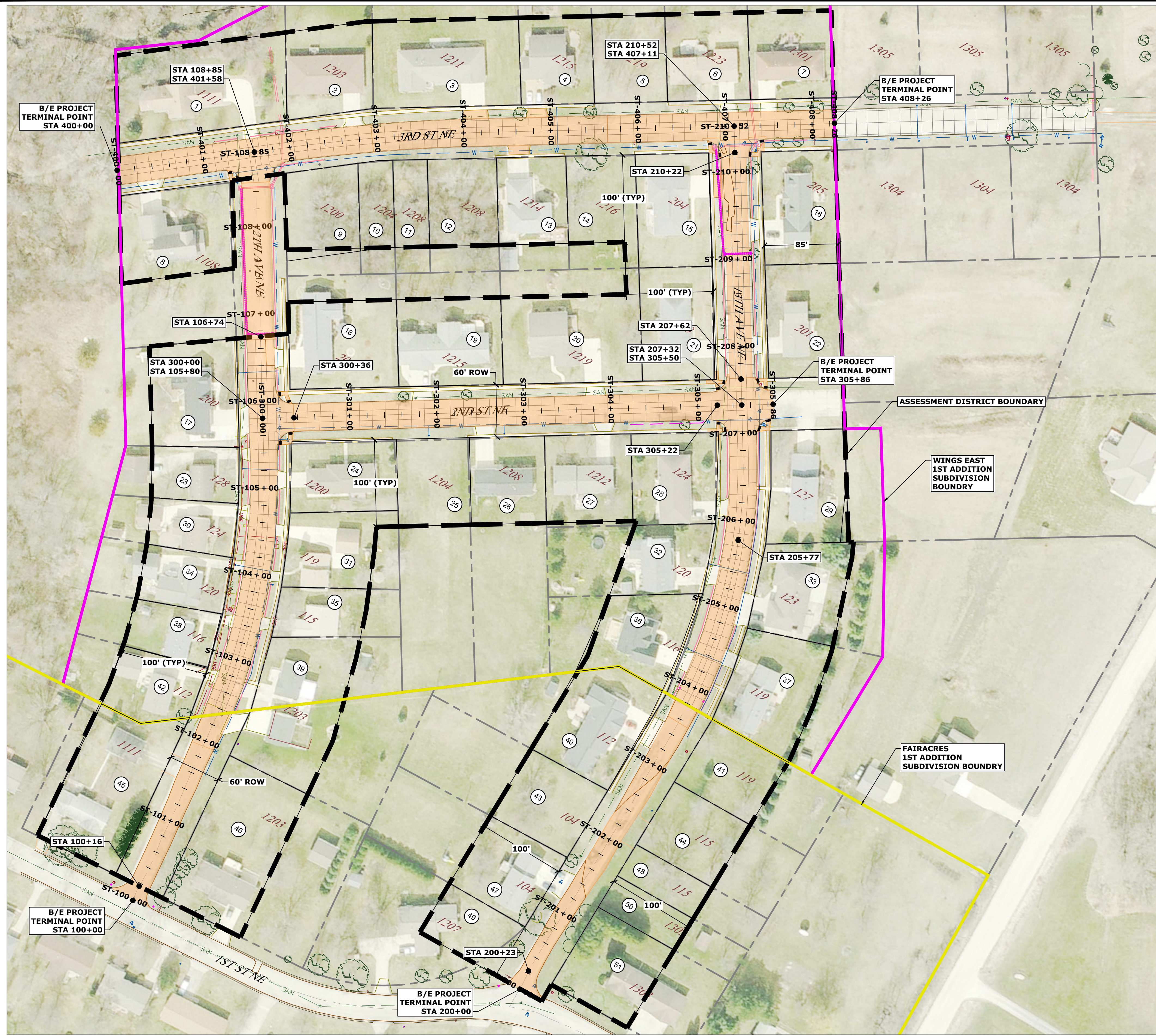
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Please contact us with any questions or comments.

Sincerely,  
FOX Engineering Associates, Inc.

*John Gade*

John Gade, P.E.



**LEGEND**

PROPOSED IMPROVEMENT

PARCEL NO. (SEE PRELIMINARY ASSESSMENT SCHEDULE)

**DESCRIPTION OF PROJECT**

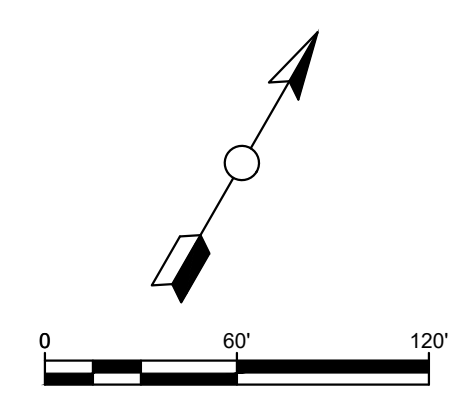
This project includes a 3.5-inch HMA Overlay on portions of 12th Ave NE, 13th Ave NE, 2nd St NE, and 3rd St NE north of 1st St NE. The project also includes PCC curb/gutter and full depth HMA pavement replacement for portions of 3rd St NE and 13th Ave NE. Other work includes PCC mainline pavement removal, PCC driveway removal/replacement, PCC sidewalk/sidewalk ramp removal/replacement, excavation, topsoil borrow, traffic control, storm sewer, and seeding.

**DESCRIPTION OF AREA TO BE ASSESSED**

The limits for assessments shall be that area within the Oelwein City limits lying generally within one hundred feet west of the 12th Ave NE Right of Way, from STA 100+16 to STA 106+74; one hundred feet east of the 12th Ave NE Right of Way, from STA 100+16 to STA 106+74; one hundred feet west of the 13th Ave NE Right of Way, from STA 200+23 to STA 205+77; eighty five feet east of the 13th Ave NE Right of Way, from STA 205+77 to STA 210+22. In addition, the limits for assessment shall also include the area one hundred feet north and south of the 3rd St NE Right of Way from STA 400+00 to STA 408+26, and the area one hundred feet north and south of the 2nd St NE Right of Way from STA 300+36 to STA 305+22.

**DESCRIPTION OF IMPROVEMENT LOCATION**

- 12th Ave NE (from 1st St NE to 3rd St NE) STA 100+00 to STA 108+85
- 13th Ave NE (from 1st St NE to 3rd St NE) STA 200+00 to STA 210+52
- 2nd St NE (12th Ave NE to 13th Ave NE) STA 300+00 to STA 305+86
- 3rd St NE (158 ft west of 12th Ave NE to 115 ft east of 13th Ave NE) STA 400+00 to STA 408+26

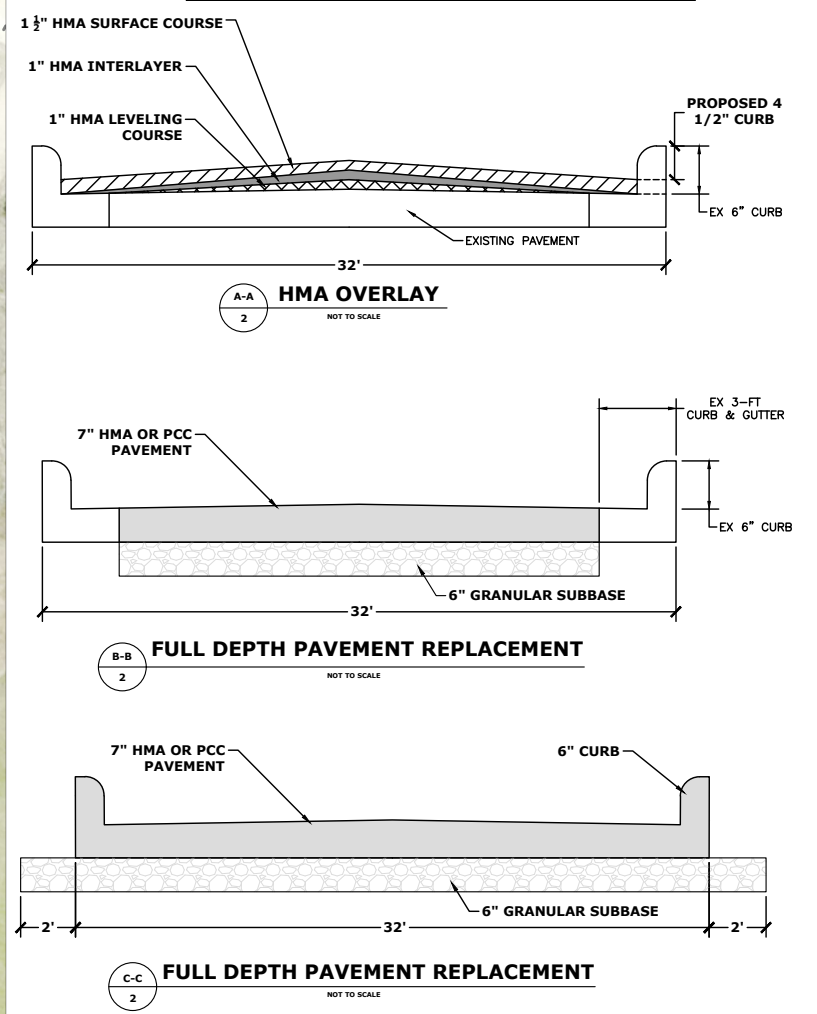
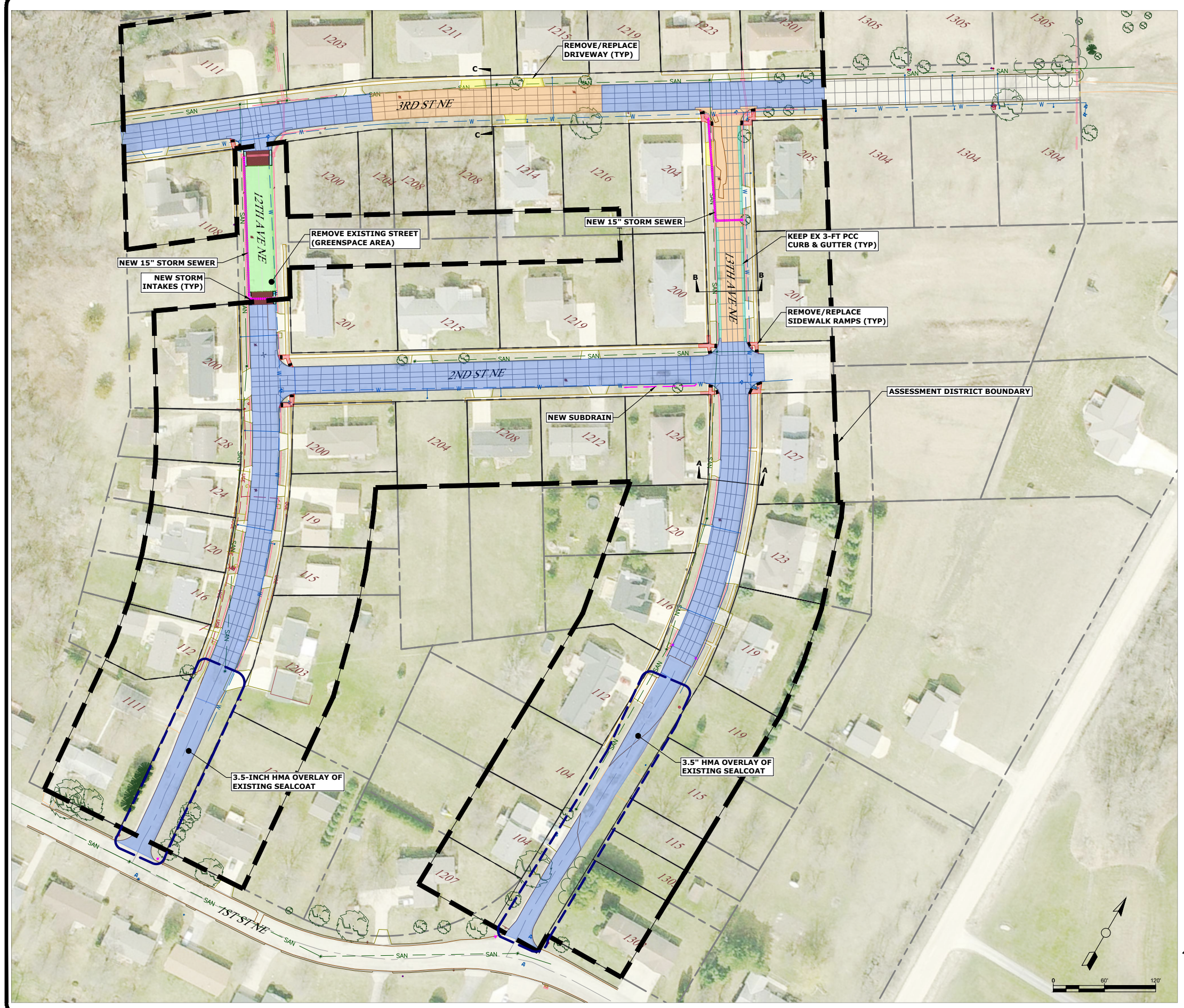


<b>1</b>	LAST UPDATE:	PROJECT NO.	<b>1022-18A</b>	FOX Engineering Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 FAX: (515) 233-0103	DATE	REVISION	CHECKED BY:	<b>SPECIAL ASSESSMENT PLAT</b> WINGS EAST PAVEMENT IMPROVEMENTS	PROJECT NO.	<b>1022-18A</b>	LAST UPDATE:	<b>1</b>
	3/17/20	1022-18A			OELWEIN, IA						3/17/20	

**\$693,000 TOTAL PROJECT COST**

**LEGEND**

- GREENSPACE AREA
- DRIVEWAY REMOVAL/REPLACEMENT
- SIDEWALK REMOVAL/REPLACEMENT
- FULL WIDTH PCC REMOVAL/REPLACEMENT
- PCC CURB EXISTING 3' WIDE
- NEW 6" GRAVEL SURFACING
- HMA OVERLAY (3.5")
- STORM PIPE
- SUBDRAIN



DRAWING FILENAME: K:\proj\1000\1022-18A - Wings East\Drawings\Civil\1022-18A SPECIAL ASSESSMENT PLAT.dwg : 2

**Wings East Pavement Improvements Project**  
**50% General & Special Benefit**  
**HMA Overlay and Partial Street Reconstruction**

**FINAL ASSESSMENT SCHEDULE**

Type 01 BOND#

City of Oelwein, Iowa  
 6/17/2021  
 FOX, PN 1022-18A, 460

Total Project Cost:	\$693,000.00
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General Benefit (Oelwein) Portion:	\$368,588.96	53%
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Special Benefit (Private Owners) Portion:	\$324,411.04	47%
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Certificate Number	Parcel No.	Parcel ID	Current Title Holder	Mail To Address	Legal Description	Lot Frontage, Feet	Corner Lot Frontage, Feet	Lot Area, Square Feet	Assessment Frontage Length, Feet	Assessment Area, Square Feet	Council Valuation <sup>1</sup>	25% Valuation	Street Improvements Assessment (50%)	Percent of Total Project Cost	Preliminary Conditional Deficiency Assessment	Maximum Total Preliminary Assessment	Final Assessment Based on Project Costs	Total Final Assessment Special Benefit (Private Owners)	Final Conditional Deficiency Assessment <sup>2</sup>
	1	1822126009	Thomas W. & Dorothy L. Gerstenberger	1111 3RD ST. NE	LOTS 8 & 9 BLK 1 WINGS EAST FIRST ADD	196.0	0.0	22,700	196.0	19,596	\$ 189,160.00	\$ 47,290.00	\$ 11,944.17	1.7%	\$ -	\$ 11,944.17	\$ 12,698.24	\$ 11,944.17	
	2	1822126010	James C. & Jessa N. Morgan	1203 3RD ST. NE	LOT 7 BLK 1 WINGS EAST FIRST ADD	100.1	0.0	16,106	100.1	10,011	\$ 167,100.00	\$ 41,775.00	\$ 6,101.91	0.9%	\$ -	\$ 6,101.91	\$ 6,487.14	\$ 6,101.91	
	3	1822126012	Larry E. Recker, Revocable Trust	1211 3RD ST. NE	LOTS 5 & 6, BLK 1 WINGS EAST FIRST ADD	170.0	0.0	30,600	170.0	17,000	\$ 307,430.00	\$ 76,857.50	\$ 10,361.86	1.5%	\$ -	\$ 10,361.86	\$ 11,016.03	\$ 10,361.86	
	4	1822126013	Brett A. & Alysan R. Suckow	1215 3RD ST. NE	LOT 4 BLK 1 WINGS EAST FIRST ADD	85.0	0.0	15,300	85.0	8,500	\$ 183,560.00	\$ 45,890.00	\$ 5,180.93	0.7%	\$ -	\$ 5,180.93	\$ 5,508.01	\$ 5,180.93	
	5	1822126014	George A & Barbara L. Jamison	1219 3RD ST. NE	LOT 3 BLK 1 WINGS EAST FIRST ADD	85.0	0.0	15,300	85.0	8,500	\$ 34,425.00	\$ 8,606.25	\$ 5,180.93	0.7%	\$ -	\$ 5,180.93	\$ 5,508.01	\$ 5,180.93	
	6	1822126015	Gorge A & Barbara L. Jamison	1223 3RD ST. NE	LOT 2 BLK 1 WINGS EAST FIRST ADD	95.0	0.0	17,100	95.0	9,500	\$ 193,940.00	\$ 48,485.00	\$ 5,790.45	0.8%	\$ -	\$ 5,790.45	\$ 6,156.02	\$ 5,790.45	
	7	1822126016	Randall D. & Linda M. Gioede	1301 3RD ST. NE	LOT 1 BLK 1 WINGS EAST FIRST ADD	95.0	0.0	17,100	95.0	9,500	\$ 168,800.00	\$ 42,200.00	\$ 5,790.45	0.8%	\$ -	\$ 5,790.45	\$ 6,156.02	\$ 5,790.45	
	8	1822126046	Revocable Trust C/O	1108 3RD ST. NE	LOTS 1 & 2 BLK 2 WINGS EAST FIRST ADD	177.6	130.2	22,983	130.2	13,016	\$ 170,590.00	\$ 42,647.50	\$ 7,933.53	1.1%	\$ -	\$ 7,933.53	\$ 8,435.61	\$ 7,933.53	
	9	1822126030	Bonnie Schultz	1200 3RD ST. NE	LOT 6 BLK 3 WINGS EAST FIRST ADD	118.6	85.5	10,460	85.5	8,147	\$ 20,920.00	\$ 5,230.00	\$ 5,083.17	0.7%	\$ -	\$ 5,083.17	\$ 5,402.56	\$ 5,083.17	
	10	1822126029	Revocable Trust C/O	1204 3RD ST. NE	W 1/2 LOT 5, BLK 3 WINGS EAST FIRST ADD	40.1	0.0	5,172	40.1	4,000	\$ 11,637.00	\$ 2,909.25	\$ 2,441.90	0.4%	\$ -	\$ 2,441.90	\$ 2,595.98	\$ 2,441.90	
	11	1822126005	Kenneth A. & Marcia Woodraska	N/A	E 1/2 LOT 5, BLK 3 WINGS EAST FIRST ADD	40.0	0.0	5,200	40.0	4,000	\$ 11,700.00	\$ 2,925.00	\$ 2,438.08	0.4%	\$ -	\$ 2,438.08	\$ 2,592.01	\$ 2,438.08	
	12	1822126028	Kenneth A. & Marcia Woodraska	1208 3RD ST. NE	LOT 4 BLK 3 WINGS EAST FIRST ADD	80.0	0.0	10,400	80.0	8,000	\$ 23,400.00	\$ 5,850.00	\$ 4,876.17	0.7%	\$ -	\$ 4,876.17	\$ 5,184.01	\$ 4,876.17	
	13	1822126027	Richard A & Loretta A Suckow	1214 3RD ST. NE	LOT 3 BLK 3 WINGS EAST FIRST ADD	80.0	0.0	10,400	80.0	8,000	\$ 222,880.00	\$ 55,720.00	\$ 4,876.17	0.7%	\$ -	\$ 4,876.17	\$ 5,184.01	\$ 4,876.17	
	14	1822126026	Richard A & Loretta A Suckow	1216 3RD ST. NE	LOT 2 BLK 3 WINGS EAST FIRST ADD	80.0	0.0	10,400	80.0	8,450	\$ 23,400.00	\$ 5,850.00	\$ 5,492.78	0.8%	\$ -	\$ 5,492.78	\$ 5,338.04	\$ 5,338.04	
	15	1822126025	Gerald E. & Mary F. Chase	204 13TH AVE. NE	LOT 1 BLK 3 WINGS EAST FIRST ADD	130.0	85.0	11,050	215.0	11,050	\$ 17,350.00	\$ 4,337.50	\$ 9,800.27	1.4%	\$ -	\$ 9,800.27	\$ 10,355.09	\$ 9,800.27	
	16	1822126024	Charles H. & Barbara J. Gellenfeld	205 13TH AVE. NE	LOT 1 BLK 4 WINGS EAST FIRST ADD	130.0	85.0	11,050	215.0	11,050	\$ 252,970.00	\$ 63,242.50	\$ 9,800.27	1.4%	\$ -	\$ 9,800.27	\$ 10,355.09	\$ 9,800.27	
	17	1822126060	Michael & Courtney VanDunhof	200 12TH AVE. NE	LOT 3, LOT 4 EX PARCEL 8 BLK 2 WINGS EAST FIRST ADD	128.7	0.0	15,675	128.7	11,927	\$ 183,600.00	\$ 45,900.00	\$ 7,547.07	1.1%	\$ -	\$ 7,547.07	\$ 8,017.75	\$ 7,547.07	
	18	1822126031	Jeffrey J. & Bonnie L. Patrick	201 12TH AVE. NE	LOT 7, & W 40' LOT 8 BLK 3, WINGS EAST FIRST ADD	130.0	125.0	16,250	190.0	12,500	\$ 228,080.00	\$ 57,020.00	\$ 9,478.08	1.4%	\$ -	\$ 9,478.08	\$ 10,087.14	\$ 9,478.08	
	19	1822126033	Kenneth A. & Marcia Woodraska	1215 2ND ST. NE	E 40' LOT 8 & LOT 9, BLK 3, WINGS EAST 1ST ADD	120.0	0.0	15,600	120.0	12,000	\$ 317,560.00	\$ 79,390.00	\$ 7,693.71	1.1%	\$ -	\$ 7,693.71	\$ 7,776.02	\$ 7,693.71	
	20	1822126035	James E. & Connie K. Mueller	1219 2ND ST. NE	LOTS 10 & 11, BLK 3 WINGS EAST FIRST ADD	160.0	0.0	20,800	160.0	16,450	\$ 205,500.00	\$ 51,375.00	\$ 9,894.63	1.4%	\$ -	\$ 9,894.63	\$ 10,522.06	\$ 9,894.63	
	21	1822126036	Paul E. & Julene Fox	200 13TH AVE. NE	LOT 12 BLK 3 WINGS EAST FIRST ADD	130.0	85.0	11,050	215.0	11,050	\$ 176,960.00	\$ 44,240.00	\$ 9,800.27	1.4%	\$ -	\$ 9,800.27	\$ 10,355.09	\$ 9,800.27	
	22	1822126023	Ronald Winter, Security Storage	201 13TH AVE. NE	LOT 2 BLK 3 WINGS EAST FIRST ADD FORMERLY VAC 2ND ST. NE, LOCATED AT 201 13TH AVE. NE	130.0	0.0	11,050	130.0	12,240	\$ 103,970.00	\$ 25,992.50	\$ 7,683.45	1.1%	\$ -	\$ 7,683.45	\$ 8,163.88	\$ 7,683.45	
	23	1822126059	Kevin E & Mary Beth Steggall	128 12TH AVE. NE	PARCEL 8 & PRT OF LOT 4 BLK 2 WINGS EAST FIRST ADD	63.5	0.0	8,035	63.5	6,350	\$ 90,200.00	\$ 22,550.00	\$ 3,870.46	0.6%	\$ -	\$ 3,870.46	\$ 4,114.20	\$ 3,870.46	
	24	1822126043	Jeffrey W. Dehaven	1200 2ND ST. NE	LOT 7 EX S 33' BLK 6 WINGS EAST FIRST ADD	82.1	120.0	9,931	202.1	10,141	\$ 164,760.00	\$ 41,187.50	\$ 9,133.88	1.3%	\$ -	\$ 9,133.88	\$ 9,648.97	\$ 9,133.88	
	25	1822126042	Bonnie L. Schultz	1204 2ND ST. NE	LOT 6 BLK 6 WINGS EAST FIRST ADD	85.2	0.0	24,084	85.0	8,500	\$ 54,189.00	\$ 13,547.25	\$ 5,180.93	0.7%	\$ -	\$ 5,180.93	\$ 5,508.01	\$ 5,180.93	
	26	1822126041	James E. & Teresa L. Tuecke	1208 2ND ST. NE	LOT 5 BLK 6 WINGS EAST FIRST ADD	85.2	0.0	23,443	85.0	8,500	\$ 148,240.00	\$ 37,060.00	\$ 5,180.93	0.7%	\$ -	\$ 5,180.93	\$ 5,508.01	\$ 5,180.93	
	27	1822126040	Jay A. Melchert	1212 2ND ST. NE	LOT 2 BLK 6 WINGS EAST FIRST ADD	100.0	0.0	10,500	100.0	10,000	\$ 159,990.00	\$ 39,997.50	\$ 6,095.21	0.9%	\$ -	\$ 6,095.21	\$ 6,480.02	\$ 6,095.21	
	28	1822126039	Christopher Brunscheon	124 13TH AVE. NE	LOT 1 BLK 6 WINGS EAST FIRST ADD	100.0	105.1	10,175	205.1	10,000	\$ 215,500.00	\$ 53,897.50	\$ 9,177.87	1.3%	\$ -	\$ 9,177.87	\$ 9,693.03	\$ 9,177.87	
	29	1822126022	Susan K. Schiller	127 13TH AVE. NE	LOT 1 BLK 5 WINGS EAST FIRST ADD	130.7	0.0	11,551	130.2	11,798	\$ 209,470.00	\$ 52,367.50	\$ 7,548.38	1.1%	\$ -	\$ 7,548.38	\$ 8,017.48	\$ 7,548.38	
	30	1822126053	Tim and Catherine Gilson	124 12TH AVE. NE	PARCEL 7 BEING PRTS OF LOT 4 & 5 BLK 2 WINGS EAST FIRST ADD	63.5	0.0	8,792	63.5	6,350	\$ 145,810.00	\$ 36,452.50	\$ 3,870.46	0.6%	\$ -	\$ 3,870.46	\$ 4,114.81	\$ 3,870.46	
	31	1822126044	Dawn M. & Adam D. Novak	123 12TH AVE. NE	PARCEL 1 BEING PART OF LOT 8 & S 33' LOT 7 BLK 6 WINGS EAST FIRST ADD	91.3	0.0	11,728	97.0	9,908	\$ 111,670.00	\$ 27,917.50	\$ 6,390.60	0.9%	\$ -	\$ 6,390.60	\$ 6,356.81	\$ 6,356.81	
	32	1822126038	Katherine Soisma Bell & Adam Bell	120 13TH AVE. NE	LOT 3 BLK 6 WINGS EAST FIRST ADD	85.1	0.0	14,682	85.1	8,506	\$ 293,550.00	\$ 73,387.50	\$ 5,184.59	0.7%	\$ -	\$ 5,184.59	\$ 5,511.90	\$ 5,184.59	
	33	1822126021	Marie M. Stevens	123 13TH AVE. NE	LOT 2 BLK 5 WINGS EAST FIRST ADD	104.1	0.0	15,952	104.1	11,810	\$ 214,510.00	\$ 53,627.50	\$ 6,787.52	1.0%	\$ -	\$ 6,787.52	\$ 7,224.60	\$ 6,787.52	
	34	1822126054	Timothy J. & Melissa A. Kane	120 12TH AVE. NE	PARCEL 6 OF LOT 5 BLK 2 WINGS EAST FIRST ADD	63.5	0.0	9,252	63.5	6,350	\$ 175,200.00	\$ 43,800.00	\$ 3,870.46	0.6%	\$ -	\$ 3,870.46	\$ 4,114.81	\$ 3,870.46	
	35	1822126057	Travis D. & Lynn M. Voshell	119 12TH AVE. NE	PARCEL 2 BEING PART OF LOTS 8 & 9 BLK 6 WINGS EAST FIRST ADD	59.0	0.0	8,207	64.0	6,400	\$ 123,840.00	\$ 30,960.00	\$ 3,900.93	0.6%	\$ -	\$ 3,900.93	\$ 4,147.21	\$ 3,900.93	
	36	1822126037	Leo V. Waltz, Jr.	116 13TH AVE. NE	LOT 4 BLK 6 WINGS EAST FIRST ADD	116.6	0.0	14,127	116.6	9,498	\$ 233,180.00	\$ 58,295.00	\$ 5,648.80	0.8%	\$ -	\$ 5,648.80	\$ 6,815.66	\$ 5,648.80	
	37	1822126020	Margaret A. Fox	119 13TH AVE. NE	LOT 3 BLK 5 WINGS EAST FIRST ADD	105.0	0.0	17,438	105.0	13,801	\$ 162,790.00	\$ 40,697.50	\$ 7,443.79	1.1%	\$ -	\$ 7,443.79	\$ 7,933.92	\$ 7,443.79	
	38	1822126055	Travis & Stephanie Phillips	116 12TH AVE. NE	PARCEL 5 OF LOTS 5 & 6 BLK 2 WINGS EAST FIRST ADD	63.5	0.0	9,408	63.5	6,098	\$ 88,130.00	\$ 22,032.50	\$ 3,649.74	0.5%	\$ -	\$ 3,649.74	\$ 4,028.55	\$ 3,649.74	
	39	1822126058	Andrew & Amy Gates	115 12TH AVE. NE	PARCEL 3 BEING PART OF LOT 3 BLK 6 WINGS EAST 1ST ADD & LOT 48 1ST ADD FAIRACRES	136.4	0.0	31,880	125.2	12,521	\$ 161,040.00	\$ 40,260.00	\$ 7,631.81	1.1%	\$ -	\$ 7,631.81	\$ 8,113.32	\$ 7,631.81	
	40	1822126016	Nick J. & Rhonda A. Cue	112 13TH AVE. NE	LOT 49 1ST ADD TO FAIRACRES	130.0	0.0	19,591	130.0	12,497	\$ 311,320.00	\$ 77,830.00	\$ 8,652.28	1.2%	\$ -	\$ 8,652.28	\$ 8,251.85	\$ 8,251.85	
	41	1822126015	Margaret A. Fox	N/A	LOT 56 1ST ADD TO FAIRACRES	84.0	0.0	14,546	84.0	8,400	\$ 32,728.50	\$ 8,182.13	\$ 5,119.98	0.7%	\$ -	\$ 5,119.98	\$ 5,443.21	\$ 5,119.98	
	42	1822126056	Troy A. & Jennifer L. Fitzpatrick	112 12TH AVE. NE	PARCEL 4 WINGS EAST FIRST ADD (BEING PART OF LOT 6 BLK 2)	60.0	0.0	10,619	60.0	6,774	\$ 106,810.00	\$ 26,702.50	\$ 3,901.90	0.6%	\$ -	\$ 3,901.90	\$ 4,152.97	\$ 3,901.90	
	43	1822126017	Nick J. & Rhonda A. Cue <sup>4</sup>	N/A <sup>5</sup>	LOT 50 1ST ADD TO FAIRACRES	90.1	0.0	20,353	90.0	9,000	\$ 45,794.25	\$ 11,448.56	\$ 5,485.69	0.8%	\$ -	\$ 5,485.69	\$ 5,832.01	\$ 5,485.69	
	44	1822126014	Brian R. & Wendy K. Irvine	115 13TH AVE NE <sup>6</sup>	LOT 55 FAIRACRES 1ST ADD, OELWEIN	84.0	0.0	14,532	84.0	8,400	\$ 32,897.00	\$ 8,174.25	\$ 5,119.98	0.7%	\$ -	\$ 5,119.98	\$ 5,443.21	\$ 5,119.98	
	45	1822126004	Eric A. & Rebekah J. Pryor	1111 1ST ST. NE	LOT 45 1ST ADD TO FAIRACRES	200.2	0.0	20,854	200.2	17,559	\$ 119,900.00	\$ 29,975.00	\$ 8,963.72	1.3%	\$ -	\$ 8,963.72	\$ 12,131.53	\$ 8,963.72	</

**WINGS EAST PAVEMENT IMPROVEMENTS**

**Total Project Costs**

City of Oelwein, Iowa

Last Update 6/17/2021

FOX PN: 1022-18A



Bid Item No.	Description	Total Quantity	Units	Unit Price	Total Value of Item (\$)
2.01	TOPSOIL, OFF-SITE	147	CY	\$32.00	\$4,704.00
2.02	EXCAVATION, ON-SITE	1	LS	\$6,000.00	\$6,000.00
2.03	SUBGRADE PREPARATION, 6-INCH	2263	SY	\$2.00	\$4,526.00
2.04	SUBBASE, MODIFIED, 6-INCH	2863	SY	\$5.00	\$14,315.00
CO1 2.05	REMOVE & REINSTALL SEALCOAT & ROCK	104	CY	\$5.00	\$520.00
CO1 2.06	REMOVE SOIL AND TAKE OFF-SITE	244	CY	\$10.00	\$2,440.00
CO1 2.07	SUBGRADE TREATMENT, GEOGRID	1195	SY	\$3.00	\$3,585.00
3.01	TRENCH FOUNDATION	0	TON	\$14.00	\$0.00
4.01	STORM SEWER, TRENCHED, 15-INCH, AS SUBDRAIN	189	LF	\$50.00	\$9,450.00
4.02	STORM SEWER, TRENCHED, 15-INCH	175.5	LF	\$50.00	\$8,775.00
4.03	FOOTING DRAIN COLLECTOR, PVC, 4-INCH	0	LF	\$13.00	\$0.00
4.04	FOOTING DRAIN CLEANOUT, PVC, 4-INCH	0	EA	\$500.00	\$0.00
4.05	FOOTING DRAIN CONNECTION	0	EA	\$400.00	\$0.00
CO1 4.06	4-INCH LONGITUDINAL SUBDRAIN, PERFORATED, TYPE I	470	LF	\$13.00	\$6,110.00
CO1 4.06	CONNECT TO EXISTING TILE, 4-INCH	0	EA	\$400.00	\$0.00
CO1 4.07	SUBDRAIN CLEANOUT	3	EA	\$500.00	\$1,500.00
6.01	INTAKE, SW-501	4	EA	\$4,500.00	\$18,000.00
6.02	CONNECTION TO EXISTING INTAKE	2	EA	\$1,500.00	\$3,000.00
7.01	CURB AND GUTTER, 36-INCH WIDTH, 7-INCH THICKNESS	964	LF	\$31.00	\$29,884.00
7.02	PAVEMENT, HMA 7-INCH	1589	SY	\$40.00	\$63,560.00
7.03	HMA PAVEMENT SAMPLES AND TESTING	1	LS	\$1,000.00	\$1,000.00
7.04	HMA OVERLAY, LEVELING COURSE	481.64	TONS	\$106.00	\$51,053.84
7.05	HMA OVERLAY, 1.0-INCH, INTERLAYER	5387	SY	\$7.50	\$40,402.50
7.06	HMA OVERLAY, 1.5-INCH, SURFACE COURSE	7511	SY	\$8.50	\$63,843.50
7.07	REMOVAL OF DRIVEWAY	113	SY	\$7.00	\$791.00
7.08	REMOVAL OF SIDEWALK	216	SY	\$7.00	\$1,512.00
7.09	REMOVAL OF CURB	11	LF	\$50.00	\$550.00
7.10	SIDEWALK, PCC, 4-INCH	151	SY	\$42.00	\$6,342.00
7.11	SIDEWALK RAMP, PCC, 6-INCH	82	SY	\$71.00	\$5,822.00
7.12	DETECTABLE WARNINGS	144	SF	\$52.00	\$7,488.00
7.13	DRIVEWAY, PAVED, PCC, 6-INCH	154	SY	\$52.00	\$8,008.00
7.14	SUBBASE OVER-EXCAVATION	160.5	TON	\$23.00	\$3,691.50
7.15	MILLING	155	SY	\$42.00	\$6,510.00
7.16	PAVEMENT REMOVAL	2610	SY	\$7.00	\$18,270.00
CO1 7.17	PAVEMENT, HMA 5-INCH	627	SY	\$30.00	\$18,810.00
FO3 7.18	PAVEMENT, HMA 3-INCH	0	TON	\$106.00	\$0.00
8.01	TEMPORARY TRAFFIC CONTROL	1	LS	\$6,000.00	\$6,000.00
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	0.5	AC	\$6,000.00	\$3,000.00
9.02	FILTER SOCK, 8-INCH	60	LF	\$3.00	\$180.00
9.03	FILTER SOCKS, REMOVAL	60	LF	\$1.00	\$60.00
11.01	MOBILIZATION	1	LS	\$40,000.00	\$40,000.00
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	1	LS	\$500.00	\$500.00
11.03	CONCRETE WASHOUT	0	LS	\$500.00	\$0.00
12.01	GRANULAR SURFACING, CLASS A	147.45	TON	\$23.00	\$3,391.35
12.02	PERMANENT SIGNAGE	9	EA	\$225.00	\$2,025.00
12.03	FIXTURE ADJUSTMENTS	6	EA	\$680.00	\$4,080.00
CO1 12.04	GRANULAR SURFACING, MODIFIED	0	TON	\$23.00	\$0.00
ALT 1.01	DRIVEWAY EDGE NOTCH	646	LF	\$10.40	\$6,718.40
<b>Construction Total Costs</b>					<b>\$476,418.09</b>

Assessments & Public Meetings	\$18,644.91
Design & Bidding	\$91,990.00
Administration	\$43,937.00
Construction Staking & Observation	\$62,010.00
<b>TOTAL PROJECT COST:</b>	<b>\$693,000.00</b>



July 6, 2021

Dylan Mulfinger  
City Administrator  
City of Oelwein  
20 2<sup>nd</sup> Ave SW  
Oelwein, IA 50662

RE: **Proposal for Professional Services**  
**Charles Street Viaduct Study**  
**Project No.: 20199**

Dear Dylan:

We are grateful for the opportunity to contribute to the effort to identify viable long-term solutions for the Charles St. viaduct and look forward to partnering with you.

Our Proposal for Professional Services for the above-referenced project is outlined in detail below. The City of Oelwein is the OWNER, and Origin Design is the ENGINEER.

### **Project Description**

A condition assessment of the Charles Street Railroad Viaduct was completed March 31, 2021 and identified loose and delaminated concrete that should be removed from the inside of the structure. The City intends to remove the delaminated concrete; however, this is a short-term solution to a current hazard. The viaduct will continue to have loose material at risk of falling due to the ongoing moisture entering the structure.

The existing viaduct has a sidewalk against each side of the limestone wall, the existing narrow sidewalk is elevated from the traffic lane and a concrete barrier separates the sidewalk from the traffic lane. The opposing traffic lanes are separated by viaduct supports.

This proposal is to investigate the feasibility of several rehabilitation/replacement options for the Charles Street viaduct. The three options to be investigated include a Corrugated Metal Pipe (CMP) lining of the existing structure, abandonment of the existing structure and construction of an at grade crossing, and evaluation of conversion to a one-way structure controlled by a traffic signal. The existing viaduct structure serves as an overflow structure during storm events when Dry Run Creek backs up due to the constriction under the RR tracks at 2<sup>nd</sup> Ave SW, as demonstrated by the FEMA flood maps. The west end of the viaduct has a storm intake that discharges into an open channel drainage ditch west of the railroad embankment, this collects drainage from Charles Street. Due to this drainage, a drainage structure will need to be maintained through the viaduct. There are also public utilities within the viaduct (sanitary sewer and water main) that will need access maintained or to be relocated. The viaduct serves as a pedestrian route between the downtown area and the development immediately west of the viaduct.

The viability of each option will need to be evaluated after discussions with the Iowa Northern Railroad and Transco. If at any time during the process one of the options is no longer viable, investigation of that option will stop. Typically, a railroad is not interested in adding an at-grade

crossing, however, given the fact that this is a dead end line it may be an option. The proposal includes discussions with the railroad concerning the viability of creating an at-grade location, but the base proposal does not include further investigation or layout of the at-grade crossing.

### Scope of Services

The following list of services will be provided by or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Iowa.

#### A. Feasibility Study

1. Review data provided by the OWNER related to the Charles Street viaduct structure, including:
  - i. Existing structure drawings and reports
  - ii. Sanitary sewer and water main record drawings
  - iii. Results of pavement depth investigation
  - iv. Documentation of any known hazardous material sites immediately adjacent to the viaduct/study area.
2. Coordination with the railroad owner(s) to identify:
  - i. Needed load carrying capacity of the existing structure.
  - ii. Potential reduction in total structure length. (Number of RR tracks to be accommodated over the structure)
  - iii. Feasibility of converting the existing structure to one-way vehicular traffic and pedestrian usage.
  - iv. Feasibility of closing the structure to vehicular usage and allowing pedestrian usage of the viaduct and creating an at-grade track crossing either north or south of the existing viaduct.
  - v. Identify what protective efforts are required by the railroad during construction of any modifications (such as flaggers, insurance)
3. Collect topographic data to allow evaluation of structure options:
  - i. Measurements of the interior of the structure. Complete 8 – 10 scans, one scan at each end and 3 to 4 scans on each side of the viaduct.
  - ii. Set control points on existing sidewalk at both ends of the structure.
  - iii. Locations of the water and sanitary sewer as marked by the OWNER.
  - iv. Locations of the active tracks to identify minimum length of structure needed to accommodate active tracks.
4. Create a base drawing from the topographic data collected and existing aerial and LiDAR data.
5. Evaluate the minimum storm sewer capacity that needs to be maintained through the viaduct.
6. Evaluate the concept of placing a CMP lining within the existing structure. This concept includes identification of the appropriate size of corrugated metal plate arch structure to fit within the existing structure and then fill the annular space between the existing structure and the CMP lining and grout. If viable, add a drainage system to keep moisture from getting trapped. This option would need to identify viable reconstruction of the west endwall/parapet. Identify the maximum horizontal and vertical clearances that can be maintained with a CMP structure that meets the railroad load carrying requirements.

7. Evaluate the viability of converting the viaduct to a one way structure controlled by traffic signals where-by one of the existing traffic lanes/sidewalk areas is lined with a CMP as described above and utilized by motorized vehicles and the other traffic lane/sidewalk space is lined with a CMP as described above and converted to pedestrian only usage of an appropriate width to accommodate a trail. This would potentially allow a larger horizontal clearance for the motorized vehicle than maintaining two lanes of vehicular traffic.
8. As a part of the review of the overall transportation network, evaluate replacement costs for the existing nine structures that are over 20' long and the responsibility of the OWNER to maintain and replace. There may be viable options for taking some of the existing structures out of service.
9. For the feasible options of lining the Charles Street viaduct rehabilitation/replacement develop costs to assist the OWNER in determining which option is most viable. Costs would be an order of magnitude comparative cost to allow planning since the timeframe and funding source for the construction is unknown at this point.
10. Present the results of the feasibility study to the Oelwein City Council. Prepare a document summarizing feasibility study findings.
11. General project management and quality review. Project scope assumes two meetings with OWNER staff as the study progresses.

#### **Exclusions from Professional Services**

The following is a list of services we are capable of providing, but have not included in this Proposal. We would be more than willing to perform any or all of the services as a contract amendment.

**1. At-grade railroad crossing concepts.**

Identify locations where an at-grade railroad crossing could be created. Locations to be considered include immediately north and immediately south of the current Charles Street viaduct. Evaluate necessary Charles Street modifications to allow re-routing of the street to be an at-grade crossing of the railroad tracks. If a viable and acceptable at-grade crossing location is identified, the viaduct could be filled-in except for providing pedestrian accommodation and/or a drainage culvert pipe with the appropriate hydraulic capacity. Due to the existing public utilities within the structure, some access would need to be maintained. If railroad agrees with the concept of adding an at-grade crossing, further evaluation of potential locations for the crossing and the associated costs (planning level) will be accomplished for an estimate hourly not-to-exceed fee of \$14,000.00.

**2. Design for repair or restoration improvements.**

**3. Meetings other than those identified.**

**4. Graphical renderings demonstrating the concepts described.**

**5. Detailed analysis of replacement options for the Charles St. structure over Dry Creek (East of the viaduct) and creation of an open channel north of the Charles St. structure (removing the parking lot).**

#### **Compensation**

Origin Design proposes to complete the Scope of Professional Services as follows:

- A. **Feasibility Study.** Shall be invoiced as monthly progress billings based on current standard hourly rates for a not-to-exceed fee of \$30,000.00. (Thirty thousand dollars and zero cents.)

#### **Deliverables**

The following items will be delivered to the OWNER as the result of this Project:

1. Charles Street Viaduct feasibility study.
2. OWNER structure replacement estimate of probable construction costs.

**General Terms and Conditions**

The attached General Terms and Conditions are a part of this Proposal. This proposal is valid for 30 days from the date it was issued. If the services and fees defined in this proposal are acceptable, please return one signed copy to our office. If you have any questions, or require further assistance, please feel free to contact me at **Julie.Neebel@origindesign.com** or our office at **563 556-2464**.

Thank you for the opportunity to submit this Proposal for Professional Services.

Let's work on tomorrow. **Together.**

Sincerely,  
**Origin Design Co.**



Julie Neebel, P.E.  
Transportation Team Leader



Craig Geiser, PLS  
Vice President & Survey Team Leader

I hereby accept this Proposal and General Terms and Conditions and authorize this work.

FOR: **City of Oelwein**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Typed or Printed Name*

## General Terms and Conditions

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The following General Terms and Conditions shall apply to the attached Agreement for Professional Services between Origin Design Co., herein referred to as the Consultant, and the Client identified in the attached Agreement.

The Client shall provide all criteria and full information with regard to his or her requirements for the Project, and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

Services beyond those outlined in the proposal may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of the Consultant's fee or other amount agreed upon. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.



PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

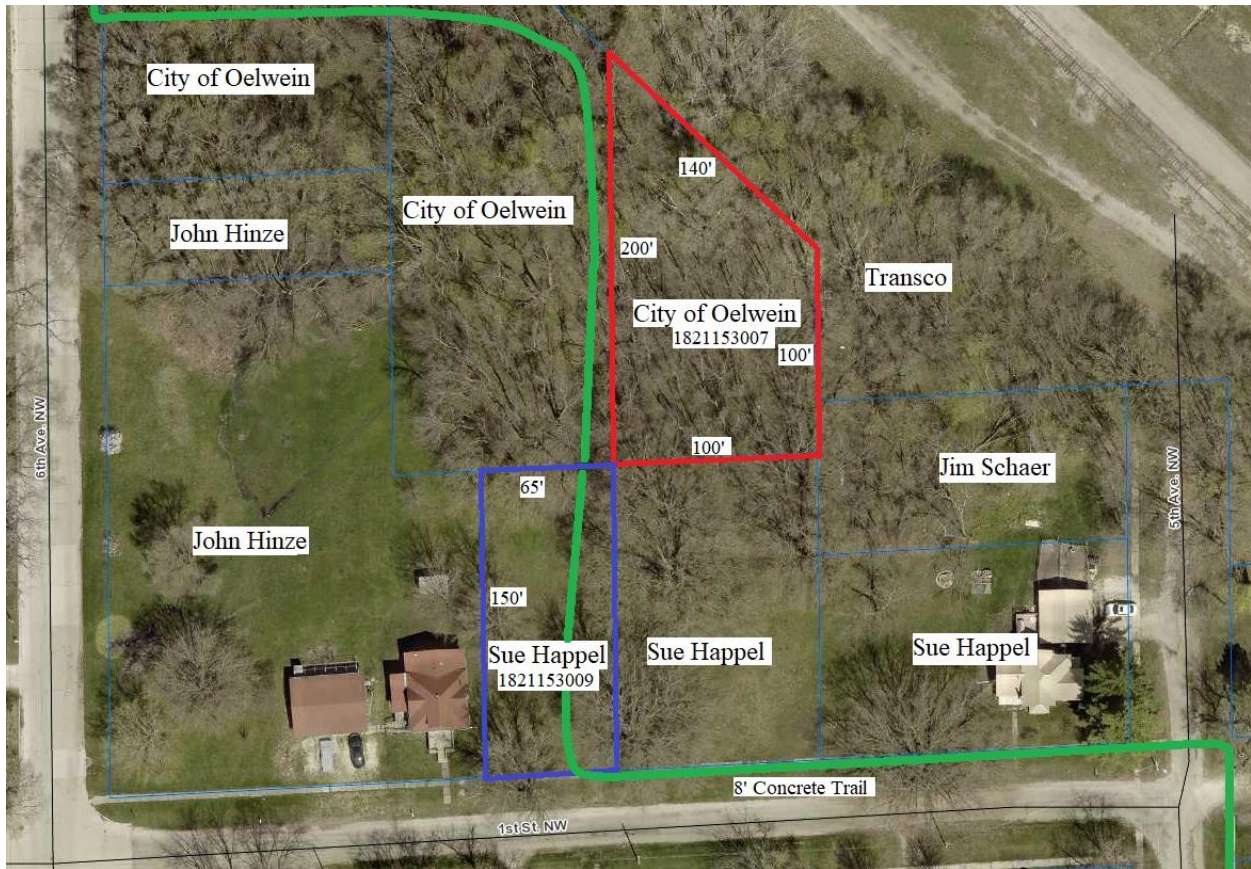
www.oelwein.fun

MEMORANDUM

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

SUBJECT: Property swap for trail segment 2

The trails committee has exhausted all options with all the surrounding neighbors to create trail segment two through this area in the northwest. The final viable option is to swap City owned parcel 1821153007 (highlighted in red) with Matt & Sue Happel that own parcel 1821153009 (highlighted in blue.) The committee has talked with the Happel's several times about different options with easements and this is the option that the Happels' are willing to consider. The 8' wide concrete trail will run approximately along the green line as shown on the map below.



Joshua Johnson MA  
Oelwein Park Superintendent







# **TRUE IMAGE SOLUTIONS**

CONSULTING  
PEOPLE. CHANGE. PERFORMANCE.



## ***OELWEIN, IOWA FIRE DEPARTMENT EVALUATION PROPOSAL***

***JUNE 25, 2021***

**EXPERIENCE, EDUCATION AND BACKGROUND**

True Image Solutions, LLC is owned and operated by Chad McCluskey. Chad started his emergency services career at the age of 13-years-old as a Junior Firefighter with an organization in southcentral Kansas. The organization was a public safety department (police, fire, rescue, 9-1-1) covering a City of approximately 10,000 residents and an additional 144 square miles of rural fire district, including residential, commercial, and rural environments. At the age of 18-years-old, Chad was accepted as a Volunteer Firefighter and in 1994, Chad was hired as a full-time 9-1-1 dispatcher. Chad was promoted to "civilian" firefighter and then in 1997, Chad completed the Kansas Law Enforcement Academy basic 143<sup>rd</sup> class. In 1999, Chad was promoted to Sergeant / Watch Commander and in 2000, Chad was assigned his first police service canine partner. Over the next 18 years, Chad would handle a total of three police service canines and become well known not only across the State of Kansas, but also across the United States for his canine training skills, his analytical application of law, and his instructor/teaching skills. During his time in Kansas, Chad also conducted numerous high-profile and complex investigations, including homicide / death investigations, sexual assault investigations, financial crimes/fraud investigations, and drug investigations to name a few. Chad conducted one of the only known steroid lab investigations in the State, during which resources with the DEA were engaged to help work through the investigation. These types of investigations help demonstrate Chad's knowledge and abilities with regards to problem solving, analytical exploration and coming to a successful conclusion. In 2018, Chad left Kansas to accept a position as a Public Safety Director / Chief of Police and Fire Services position in central Iowa. As Public Safety Director, Chad is the executive department head of both a full-service police department and a full-service Fire/EMS department leading approximately 50 employees.

Chad holds an Associate's Degree in Fire Science, a Bachelor's Degree in Criminal Justice, and a Master's Degree in Business Administration with an emphasis on Human Resource Management. Chad is a graduate of the FBI National Academy Session 279 and he has completed over 5,600 hours of career training. Chad has also taught college level courses in criminal justice and fire science.

Chad is a member of several organizations, including the International City/County Managers Association (ICMA), the Iowa League of Cities, FBINA Associates, the International Association of Chiefs of Police (IACP), the Iowa Police Chief's Association (IPCA), The Police Executive Research Forum (PERF), the Iowa Professional Fire Chief's Association (IPFCA), Polk County Fire Chiefs Association, and many more. More information can be viewed at <https://www.linkedin.com/in/mccluskeychad/>, including a previous workload analysis completed on a police and fire department.

**Contact Information:**

Chad McCluskey  
5410 147<sup>th</sup> Street  
Urbandale, Iowa 50323  
Phone: 316.259.2529  
Email: chad@trueimagesolutions.com

**PROPOSAL**

The City of Oelwein, Iowa has expressed interest in an evaluation of the Oelwein Fire Department and Fire Department operations. As part of this project, True Image Solutions, LLC will conduct the following tasks to develop a comprehensive review of all aspects of the Oelwein Fire Department and make recommendations for consideration by the Department and the City of Oelwein going forward.

- ☑ Meet with Elected Officials, City Administration, Fire Department Administration, Fire Department team members, community members and emergency service partners to complete background questionnaire identifying strengths, weaknesses, opportunities, and threats (SWOT analysis) and to gain insight on common goals for the future.
- ☑ Review the Oelwein Fire Department organizational chart for efficiency and effectiveness of operations and staffing.
- ☑ Review the Oelwein Fire Department Calls for Service for benchmark metrics such as call load, peak call times, call type analysis, unit commitment, response times, National Fire Protection Act (NFPA) recommendations, and staffing analysis.
- ☑ Review the Oelwein Fire Department annual budget to help identify opportunities within the budget related to the Fire Department.
- ☑ Review the Oelwein Fire Department policies, procedures, and standard operating guidelines/procedures (SOG/SOPs) for efficiency, continuity, and currency.
- ☑ Review and evaluate additional roles assigned to the Oelwein Fire Department which may be unique to Oelwein and/or not necessarily fire related for efficiency and effectiveness.
- ☑ Review Oelwein Fire Department training patterns, practices, and experience to identify strengths, weaknesses, opportunities, and threats (SWOT Analysis) related to training.

Once the items listed on page three are complete, True Image Solutions, LLC will compile aggregate data to create a comprehensive, thorough evaluation of the Oelwein Fire Department and Fire Department operations. Items included in the report will tie directly to the tasks listed on page 3 of this proposal, however aggregate data will be anonymized to remove any identifiable traits linking the information gleaned to any single person to ensure the open, honest, and candid flow of information during this process. Recommendations surfacing as a result of the analysis will be included in the report, along with applicable comparative data of peer agencies to help validate recommendations.

The final report will be electronically delivered to the City in draft form for review, before being published in the final version for use as the City and Department see fit going into the future. Presentation of the report as agreed upon by the City is also included with this proposal. The goal of the final report is to offer insight and recommendations to increase overall satisfaction, efficiency, and effectiveness of the department.

### **TIMELINE (Estimated)**

- Meet with stakeholders – 2 weeks – meetings scheduled based on agreed upon scheduling.
- Document review and analysis – 6 weeks
- Draft Written Final Report Preparation – 2 weeks
- Draft Final Report Review by City – 2 weeks
- Edits, Delivery of Final Report to City – 2 weeks
- **Estimated Total Project Length = 14 weeks**

### **PROJECT COST**

True Image Solutions, LLC is submitting this proposal as outlined above at a cost of **\$4,000.00** due within 30-days of the final written report being delivered to the City. The professional fees include travel expenses and necessary time/materials to complete the project. The professional fees listed, and the timeline listed above assume timely cooperation from the City and the Fire Department in sharing any and all requested documents necessary to compile the report. Should the City or Fire Department not provide requested documentation in a timely manner, the timeline may be extended as a result.



## Dillon Law PC

209 E 1st Street  
Sumner, Iowa 50674

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

### CityOelwein

### Oelwein City Attorney

## INVOICE

Invoice # 8788  
Date: 07/05/2021  
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Service	05/28/2021	email from citizen re dog issue, response from city admin	0.25	\$136.83	\$34.21
Service	06/01/2021	attention to parks contract issue.	0.25	\$136.83	\$34.21
Service	06/02/2021	28 E with city review and question response.	0.25	\$136.83	\$34.21
Service	06/02/2021	email from Sam response on various outstanding issues	0.10	\$60.86	\$6.09
Service	06/02/2021	email recording to Sam	0.10	\$60.86	\$6.09
Service	06/04/2021	Flat Rate: Drafting Mortgage, Promissory Note, and Personal Guarantee for Del Rio Properties, LLC	1.00	\$300.00	\$300.00
Service	06/04/2021	Flat Rate: Drafting Mortgage, Promissory Note and Personal Guarantee for Quyen Q. Hua and Bang Qiang Fu	1.00	\$300.00	\$300.00
Service	06/04/2021	Flat Rate: Drafting Mortgage, Promissory Note, and Personal Guarantee for Lori McQueen	1.00	\$300.00	\$300.00
Service	06/04/2021	Flat Rate: Drafting Mortgage, Promissory Note and Personal Guarantee for Farmers Daughters Quilts, LLC	1.00	\$300.00	\$300.00
Service	06/04/2021	Flat Rate: Drafting Mortgage and Promissory Note for Steven & Donna Saathoff	1.00	\$200.00	\$200.00
Service	06/04/2021	email to officer re dog issue, email to pat	0.10	\$60.86	\$6.09
Service	06/07/2021	send spreadsheet	0.10	\$60.86	\$6.09

Service	06/08/2021	tear down issue with Leo and 28E agreement issue	0.50	\$136.83	\$68.42
Service	06/08/2021	Wayne Saur re 28E	0.25	\$136.83	\$34.21
Service	06/09/2021	curb discussion with city admin, irriate call from Dr. Leo	0.50	\$136.83	\$68.42
Expense	06/11/2021	Reimbursable expenses: Fee for tax sale assignment	1.00	\$10.00	\$10.00
Service	06/11/2021	discussion re rebates	0.25	\$136.83	\$34.21
Service	06/14/2021	email correspondence re 33 3rd st nw	0.10	\$60.86	\$6.09
Service	06/15/2021	33 3rd potential sale questions. email back to Bldg admin	0.30	\$136.83	\$41.05
Service	06/16/2021	ct city admin re complaint about down town forgivable loan program	0.25	\$136.83	\$34.21
Service	06/16/2021	attention to tax sale deed receipts, discussion on liens on 33 3rd St SW	0.50	\$136.83	\$68.42
Service	06/17/2021	tax sale- request lien search, beacon search, iowa land records search	0.20	\$60.86	\$12.17
Service	06/18/2021	dave sondrol re down town projects and payments.	0.25	\$136.83	\$34.21
Service	06/21/2021	attention to squabble on down town incentive work issue and attention to renewed threat of Helton Claim. Ct city admin on both, ct insurance co re helton claim	1.00	\$136.83	\$136.83
Expense	06/21/2021	Reimbursable expenses: recording fee for Del Rio Mortgage	1.00	\$47.00	\$47.00
Service	06/21/2021	email spreadsheet, update with recent filings and events	0.20	\$60.86	\$12.17
Service	06/21/2021	email to nathan and sam re rocha hearing	0.20	\$60.86	\$12.17
Expense	06/23/2021	Reimbursable expenses: Recording fee for McQueen mortgage	1.00	\$47.00	\$47.00
Service	06/28/2021	review tax sale issues, review agenda and packet for council meeting	0.45	\$136.83	\$61.57
Expense	06/28/2021	Reimbursable expenses: certified mail for tax sales	1.00	\$35.00	\$35.00
Service	06/28/2021	Tax sale for radcliff property, prepare maiings, notice and affidavit	1.00	\$60.86	\$60.86
Expense	06/28/2021	Reimbursable expenses: Ratcliff lien search by Fayette Abstract	1.00	\$200.00	\$200.00
Service	07/01/2021	email to pat re tax sale certs, scans	0.10	\$60.86	\$6.09
Service	07/02/2021	enter lien billing	0.20	\$60.86	\$12.17
Service	07/02/2021	review tabacco email from Julie	0.10	\$60.86	\$6.09

**Total      \$2,575.35**

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8788	07/05/2021	\$2,575.35	\$0.00	\$2,575.35
<b>Outstanding Balance</b>				<b>\$2,575.35</b>
<b>Total Amount Outstanding</b>				<b>\$2,575.35</b>

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



## Dillon Law PC

209 E 1st Street  
Sumner, Iowa 50674

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

## INVOICE

Invoice # 8787  
Date: 07/05/2021  
Due Upon Receipt

### City of Oelwein nuisance/abatement work

#### nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	03/30/2021	Email from Heller re: viscous dog question; respond to email. .2  NJL	0.20	\$139.16	\$27.83
Service	04/27/2021	Resolution of issue with Oelwein v. Jensen; .2  NJL	0.20	\$139.16	\$27.83
Service	05/12/2021	Call from Josh Irvine re: Kunkle vicious dog; .2 NJL	0.20	\$139.16	\$27.83
Service	05/28/2021	email and file review on Hills matter, email to Pat review filing	0.20	\$61.90	\$12.38
Service	05/28/2021	jensen-email to Sam, draft motion to continue email to Pat for approval	0.30	\$61.90	\$18.57
Service	06/01/2021	attention to outstanding nuisance cases.	0.25	\$139.16	\$34.79
Service	06/08/2021	email to Pat, email from Jay re 619 1st st NE, beacon search, iowa land records search, draft citation, email to pat for approval	0.50	\$61.90	\$30.95
Service	06/09/2021	Oakes, draft 10 day notice and affidavit, file affidavit	0.30	\$61.90	\$18.57
Service	06/09/2021	email to pat re 619 1st st ne registration	0.10	\$61.90	\$6.19
Service	06/12/2021	call from Dr. Leo	0.20	\$139.16	\$27.83
Service	06/12/2021	tent city question,	0.50	\$139.16	\$69.58
Service	06/12/2021	email to city admin re Leo status	0.10	\$139.16	\$13.92



Service	06/15/2021	draft and file motion to continue, email correspondence with Pat, nathan , sam and jim	0.30	\$61.90	\$18.57
Service	06/16/2021	gallmeyer dismissal	0.25	\$139.16	\$34.79
Service	06/17/2021	gallemeier review, email to pat	0.20	\$61.90	\$12.38
Service	06/18/2021	email correspondence with CD on Gallmeyer plans	0.20	\$61.90	\$12.38
Service	06/18/2021	email correspondence with CD and nathan on Hamilton, exhibit list, witness list, and exhibits drafted and filed	0.40	\$61.90	\$24.76
Service	06/18/2021	Email from and to Wehling re: Hamilton: .1 NJL	0.10	\$139.16	\$13.92
Expense	06/21/2021	Reimbursable expenses: certified order for oakes	1.00	\$31.50	\$31.50
Service	06/21/2021	draft and file motion for default and proposed order, call to clerk for cert order, draft cover sheet	0.50	\$61.90	\$30.95
Service	06/21/2021	Email from Castro and to Wehling from Wehling and to Castro re: Oelwein v. Rocha: .2 NJL	0.20	\$139.16	\$27.83
Service	06/21/2021	Review and trial prep of: Oelwein v. Rocha; .3 NJL	0.30	\$139.16	\$41.75
Service	06/22/2021	Flat Rate: Drafting Quit Claim Deed from Fousek	1.00	\$100.00	\$100.00
Expense	06/22/2021	Reimbursable expenses: Recording fee for Oakes	1.00	\$27.00	\$27.00
Service	06/22/2021	review order, email to sam and jim, calendar event	0.20	\$61.90	\$12.38
Service	06/22/2021	Review of Oelwein v. Rocha; attendance at Oelwein v. Rocha; conference with Shekleton; conference with magistrate and Rocha. .75 NJL	0.75	\$139.16	\$104.37
Service	06/25/2021	weiland citation review and email to jay	0.30	\$61.90	\$18.57
Service	06/25/2021	call from jay review code	0.20	\$61.90	\$12.38
Service	06/28/2021	Wieland citation, email correspondence with Pat, file citation, data entry	0.50	\$61.90	\$30.95
Expense	06/28/2021	Reimbursable expenses: filing fee for wieland citation	1.00	\$155.00	\$155.00
Service	06/30/2021	email correspondence on Rocha property ,draft motion to pat for review	0.30	\$61.90	\$18.57
Service	07/01/2021	email correspondence wih Pat, file motion for Rocha issue	0.20	\$61.90	\$12.38
Expense	07/01/2021	Reimbursable expenses: Service on Wieland	1.00	\$30.50	\$30.50
Expense	07/02/2021	Reimbursable expenses: Lowell latham citations filing fees	2.00	\$155.00	\$310.00
Service	07/02/2021	lowell latham citations x2 iowa land record search, beacon search, draft citations x2, review code, draft admission x2	1.00	\$61.90	\$61.90

Service	07/02/2021	update spreadsheet with recent filings and costs	0.20	\$61.90	\$12.38
			<b>Total</b>		<b>\$1,471.48</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8787	07/05/2021	\$1,471.48	\$0.00	\$1,471.48
			<b>Outstanding Balance</b>	<b>\$1,471.48</b>
			<b>Total Amount Outstanding</b>	<b>\$1,471.48</b>

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 07/12/2021

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### **Consent Agenda**

1. Consideration of a motion to approve the minutes of the June 28, 2021 Council meeting
2. Consideration of a Class 'C' Liquor License renewal for Viper Lanes and PJ's Bar and Grill
3. Consideration of a motion approving Pay Estimate No. 3 in the amount of \$22,939.65 to Bacon Concrete, LLC for work completed on Segment 1 Trail Improvements Project

### **Public Hearing**

4. Public Hearing on Proposed Disposal by Sale of the City's Interest in 17 5th Avenue SW and 15 5th Avenue SW, Oelwein, Fayette County, Iowa

### **Ordinances**

5. Consideration of an Ordinance Amending Chapter 16 Garbage and Trash, Section 16-9 Duty to Dispose - Third and Final Reading
  1. City Council has provided direction that enforcement should get stronger on overflowing containers, recycling contamination, and yard waste in trash cans. The City needs additional code to work through these issues. The process is still being worked out for enforcement. The City Administrator recommends approving the final reading.
6. Consideration of an Ordinance Amending Oelwein Code of Ordinances Chapter 14, Article IX, Sidewalk Cafe - Second Reading
  1. Oelwein Chamber and Development Downtown Committee wants to expand the possibility of sidewalk cafes and parklets in the downtown. The city will need to expand their code and open more options for restaurants. This code will help start a movement to increase dining options in the downtown and use great assets that are in the Oelwein downtown. The committee is planning to work with one restaurant this summer/fall then work with more as the attraction gains more traction. Attached are several possibilities that the community is looking into for the program. The City Administrator recommends approving the second reading.

### **Resolutions**



- 7. Consideration of a Resolution Directing the Sale of the City's Interest in the East 50 Feet of Lots 23, 24, and 25, Block 2, Martin's Second Addition to Oelwein, Fayette County, Iowa Commonly Known as 33 3rd Street NW
  - 1. The homeowner buying this property has been proactive in improving the neighborhood. This is one less property for the city and it will be taken care of by the new property owner. The City Administrator recommends approving the resolution.
- 8. Consideration of a Resolution Adopting Final Assessment Schedule for the Wings East Pavement Improvements Project and Amending, Confirming and Levying the Assessments
  - 1. The project is complete and the assessments are now ready to be set. The property owners will have 10 years to pay the assessment at an interest rate 1.5996%. This is the same interest rate that the city is paying for the loan. The project has been approved by the engineer. The City Administrator recommends approving the resolution.

**Motions**

- 9. Consideration of a motion authorizing signatures on Charles Street Viaduct Study with origin design
  - 1. This item was covered at the June 28 6:30 work session. The goal is to figure out the future of the viaduct. This funding will come from the streets CIP. This will reduce the amount of chip seal being completed in the spring of 2022. The City Administrator recommends approving this motion.
- 10. Consideration of a motion approving the proposed trade of City owned Parcel # 1821153007 to Matt and Sue Happel for Parcel # 1821153009 for future Trail Development
  - 1. The trails committee has been working to complete their NW segment and has had to get creative in order to make it possible. This property swap will help create a great access point for the remaining parts of the trail. The City Administrator recommends approving this motion.
- 11. Consideration of a recommendation from Public Safety Committee re: Fire Department Evaluation Proposal
  - 1. The public safety committee met once and reviewed two consultants. After further investigation both were not recommended. The City Administrator went back out and was able to find another consultant familiar with the area of study. The City Administrator is requesting an evaluation of the future of the fire department. The staff size, volunteer size, and leadership structure must be addressed. The City is working off an older model that is not functioning as well as it should. Looking at the department will help plan for future staffing levels and provide better direction for this council and the next. The City Administrator recommends approving this motion.

# Library Report to the City Council – July 2021

## Summer Reading Program Highlights

The Summer Reading Program concluded with drawing for prizes and snacks on June 30<sup>th</sup>. Patrons enjoyed making pretty keepsakes in our Flower Pounding program and making Leaf Art.



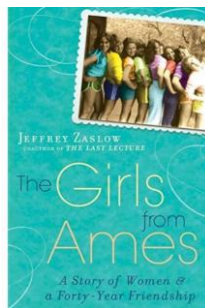
Residents from Arlington Place joined the crowd in learning how stained glass is made led by CJMS, a group of local artists. Three lucky winners went home with a handmade ornament.



We had 31 kids, 13 teens, and 15 adults signed up for the program this year. We are looking forward to next year! Thank you to all who participated and a **BIG THANK YOU** to our program presenters.

### Book Club!

July's book will be *Girls From Ames* by Jeffery Zaslow. If you would like to join Contact Deann at the library, at 319-283-1515 or [dfox@oelwein.lib.ia.us](mailto:dfox@oelwein.lib.ia.us). Discussion will be Tuesday, July 27<sup>th</sup> at 2:00 pm.



## Kids Program Highlights

We learned about animal tails with the National Mississippi River Museum.



The Grout Museum shared their Mad Mixtures program.



Making kaleidoscopes was a big hit!



Designing a comic strip and learning how to draw characters was easier than we thought!



Prize drawings were for activities to do around Oelwein.



## Take & Make Craft Kits

The library is offering craft kits for anyone to grab and take home. Different crafts offered each month. Featured kit for July is a Felt Flower Bookmark. Get your kit today!



## Pages & Play Club

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

- 7/7 Summer Fun
- 7/14 Imagination
- 7/21 Is Everyone Ready For Fun?
- 7/28 Music



# Minutes

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

June 24, 2021 - 6:30 PM

CALL TO ORDER BY BRYAN AT 6:30 P.M.

ROLL CALL	PRESENT:	Nations, Woodraska, Tuchscherer, Bryan, Bagge
	ABSENT:	None
	ALSO PRESENT:	Council Liaison Stewart, FBO Tegeler

## APPROVAL OF MINUTES

1. Consideration of a motion to approve the minutes of the May 20, 2021 meeting

A motion was made by Woodraska, seconded by Tuchscherer to approve the minutes. All voted aye.

Motion Carried

## EXPENSE REVIEW

2. Review of Expense and Revenue Reports

The reports were reviewed and accepted as presented.

## FBO REPORT

Tegeler reported there is not much going on. Fertilization of the agricultural land began today.

## OLD BUSINESS

Fuel Pumps – Tegeler stated he hasn't heard of any progress and it is too late for new equipment installation until after the crop spraying season is over.

Crack Sealing – It was noted we have not lost the funding for crack sealing and the Board discussed the importance of this project. It was noted there are cracks up to 3/4" on the runway.

Recliner – Woodraska showed pictures of recliners Furniture Showcase has available for sale ranging from \$479 to \$659. The lesser priced options are cloth upholstery and special order only with a six month delivery date. The \$659 recliner is a Lane with leather upholstery. The Board was unanimous in going with the \$659 Lane recliner from Furniture Showcase.

Bagge reported he attempted to make contact with Conner Carlson. He will attempt again to see if he has any dates in mind.

Hangar Rentals – Tuchscherer reported an ad has been put in the Barnstormers for available hangars and asked if anyone has heard anything from it. Tegeler reported a plane may be coming in Saturday.

## SCHEDULE NEXT MEETING DATE

The next meeting was scheduled for August 19, 2021 at 6:30 P.M.

## ADJOURNMENT

A motion was made by Nations, seconded by Tuchscherer to adjourn at 6:44 P.M. All voted aye.

Motion Carried



**PARKS MONTHLY UPDATE, JUNE 2021**  
**PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS**

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

This month in the park department, volunteers came in on the first Tuesday to take the flags down at Woodlawn Cemetery. All the employees from the cemetery did an excellent job getting Woodlawn looking its best for Memorial Day weekend. On that Friday the parks employees went out to Woodlawn as well to help with extra trimming and headstone cleaning. The contractors are moving right along with trail segment 1a by the aquatic center pouring new concrete. A short retaining wall, a pad for the handicap accessible drinking fountain and the approach to 5<sup>th</sup> St. NE need to be completed yet with landscaping. The contractors are working on the shelter project at Redgate Park putting up the tin this month. At the Aquatic Center, we had a good start to the season this weekend. We have heard nothing but good things with all the new upgrades the park department completed over the last year at the facility. The new basketball hoop and kids slide are a big hit. There was a Red Cross representative in the end of last week of May to finish the last of the lifeguard certifications. One last addition to the pool facility was new stenciling on the front entrance that turned out great. Jay has been busy as always, and is dragging diamonds for the rec program into June. There was a great turnout at Woodlawn for services on Memorial Day; that Tuesday morning we had a full burial for Jamison Schmitz. The campground was filled up this past weekend for the holiday weekend. We all put in some extra time at Vets Park trimming, mulching and using leaf blowers for services as well. On the first Tuesday evening of the month, I hosted the tree board meeting at the park shop, as we went to the treatment plant after our discussion of our upcoming fall planting and parade plans. The tree board spent an hour and a half trimming trees at the tree farm, after I mowed the area the previous Sunday. This way we have a better idea of what we have so we can start transplanting the larger trees this fall. Extra trimming, moving picnic tables and adding extra garbage cans for this weekend's Oelwein Celebration with the help of the cemetery employees tomorrow. Mike L. is doing a great job downtown watering the hanging baskets plus other duties.

The early part of the month, the pool had an excellent turn out with the hot dry weather. The facility is selling several season passes and have had great daily attendance. The OCSD is dispersing meals at the front of the facility, which is working out fine. Staff did a excellent job with the first round of swim lessons with the school bringing over the summer program for two weeks. The second weekend the Oelwein Celebration was held at City Park where everything went as planned on our end, the campground was full to capacity. The cemetery employees helped with some additional trimming around the park and brought out some additional garbage cans as usual. The Tree Board was in the parade again this year to promote tree planting within the community. Chris J. took the skid loader to Woodlawn and is working on grinding stumps from the tornado last March. The aquatic center received an order of chemicals to keep the facility running this week. With the dry weather, the employees are taking a break from the mowing and completing some projects in various parks. At Platt Park, they straightened out a few trees and put down some more dirt around the new sidewalk they poured this spring. The park employees installed the posts at Platt Park and near Arlington Place so I could get the trail counters going. The trail contractors completed a few more pours that are concrete and had to leave to wrap up another project elsewhere. On the second Tuesday, I hosted the monthly trails meeting at the shop as we discussed trail progress and future fundraising options. The trails committee accepted an \$800 donation for trails as well from Jake Blitsch, Connie Kerns and Marty Kajewski. At Woodlawn, Chris is digging a grave for a Saturday burial for Geilenfeld-Buhner. Jay has been busy dragging diamonds for the rec program while completing his other assigned tasks. This past month we had a belt tensioner go bad on one of the trucks so Danny C. took care of that quickly. Mike is watering the baskets and cleaning the downtown daily.

With the school swim lessons, we put 188 kids through swim lessons and following two weeks, we held private lessons before we start the second session of group lessons after the fourth. Tim Ledesma swept the



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parking lot at the pool facility along with the trails and skate park. Mike Ledesma went around the past week watering all the trees we have planted in the past two years with Trees Forever to keep them healthy through the dry weather. Irvine Electric finished the electrical portion of the Redgate project and the plumber is working of their portion of the project this week. At the aquatic center, we have our first pool rental this Saturday evening so Jay and I checked and changed one of the overhead lights. Two weeks ago, we had the acrylic lid crack for the slide basket strainer at the pool. We purchased a sheet of 1" acrylic and cut out a new lid. The microphone was having issues with the PA system at the pool so we went with a new mic that is wireless to eliminate any further issues with the old wiring system. In the past two weeks, we have had 3 full burials and 3 cremation burials at Woodlawn Cemetery. At Levin Park, Jay power sprayed the sign for paint and varnish. The playground equipment was painted to brighten the park up. At the pool, we received a shipment of acid that should carry us well through new month. The park employees are busy removing dead ash trees in the NW corner of Wings Park and will move on to other parks as time allows.

### TRAIL PROGRESS



### SHELTER PROGRESS



### ENTRANCE







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NEW FEATURES DISPLAYED



MULCHING AT VETS PARK

TREE TRIMMING



POOL USAGE



OCS D



OELWEIN CELEBRATION



TREE BOARD



STUMP GRINDING





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CHEMICAL ORDER

TREES STRAIGHTENED



TRAIL COUNTERS

TRAIL WORK



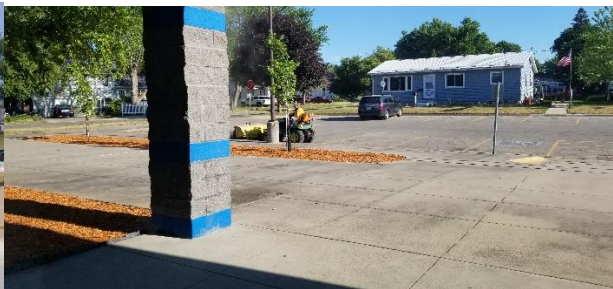
TRUCK REPAIRS

DIAMOND WORK



SWIM LESSONS

BROOM



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WATERING TREES



REDGATE SHELTER



POOL LIGHTING



NEW ACRYLIC LID



BURIAL PREP



NEW MIC



LEVIN PARK



CHEMICAL DELIVERY

ASH TREES





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**Daily Activities**

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- |  |                                      |
|--|--------------------------------------|
| ❖ Sanitizing shop and equipment          | ❖ Order supplies for all departments |
| ❖ Pick up garbage downtown               | ❖ Safety meetings                    |
| ❖ Checking/maintaining parks, cemeteries | ❖ Meet with contractors              |
| ❖ Maintenance on equipment               |                                      |

**Progress on Projects**

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- |   |  |
|---|--|
| ❖ Website work ongoing                              | ❖ Replace microphone at pool                 |
| ❖ Trail easements/grants                            | ❖ Removed dead ash trees at Wings Park       |
| ❖ Work on Park and Rec master plan                  | ❖ Watered newly planted trees in dry weather |
| ❖ Bathroom/shelter project at Red Gate park ongoing | ❖ Trail counters installed                   |
| ❖ Pool swim lessons                                 | ❖ Volleyball set installed at Redgate Park   |
| ❖ Trail Segment 1 work                              |  |

**Next Month and Future Projects**

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

JOSHUA JOHNSON MA  
 OELWEIN PARK SUPERINTENDENT

