

Agenda

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

August 14, 2023
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

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

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

- [1.](#) Consideration of a motion to approve the July 24, 2023 minutes.
- [2.](#) Consideration of a motion approving the Class 'E' Retail License for Kwik Star #1156, 1350 Industrial Park Drive.
- [3.](#) Consideration of a motion approving the Special Class 'C' Retail License for Top of Iowa Lucky Wife.
- [4.](#) Consideration of a motion approving the Special Class 'B' Retail Native Wine License for Buds 'n Blossoms.

Public Hearing

- [5.](#) Public Hearing on August 14, 2023 at 6:00 PM at Oelwein Council Chambers for the Event Center Parking Lot project.

Resolutions

- [6.](#) Consideration of a resolution approving the bid for the Event Center Parking Lot Improvements project to Bacon Concrete, LLC in the amount of \$212,515.43.
- [7.](#) Consideration of a resolution approving a three-year lease with George Tegeler for Fixed Based Operator (FBO) services at the Oelwein Municipal Airport (OLZ)
- [8.](#) Consideration of a Resolution approving Pay Application No. 1 in the amount of \$35,324.85 for Oelwein NE Sanitary Sewer Improvements Project.

- [9.](#) Consideration of a resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$1,200,000.00.
- [10.](#) Consideration of a resolution approving Change Order No. 1 in the amount of -(\$20,897.49) for Pool Backwash Drain Improvement project.
- [11.](#) Consideration of a resolution approving Pay Application No. 1 in the amount of \$103,553.06 for the Pool Backwash Drain Improvement project.
- [12.](#) Consideration of a resolution approving Pay Application No. 3 in the amount of \$137,742.73 with Matt Construction for the Plaza Park Project.
- [13.](#) Consideration of a resolution to resurface the tennis courts for \$34,000.00 in partnership with the Oelwein Community School District.
- [14.](#) Consideration of a resolution to approve the FEMA SAFER Grant Fire Department LED Sign project to Varsity Group Marketing & Signs in the amount of \$44,993.00.
- [15.](#) Consideration of a resolution authorizing temporary closure of public ways or grounds for Oelwein Community High School.
- [16.](#) Consideration of a resolution authorizing temporary closure of public ways or grounds for Oelwein Rotary Club Events.

Motions

- [17.](#) Consideration of a motion to approve the Loader Snow Pusher from Martin Equipment in the amount of \$9,950.00.
- [18.](#) Consideration of a motion accepting the bid from Estling Junk and Removal in the amount of \$17,365.00 for professional junk abatement services to clean 27 South Frederick.
- [19.](#) Consideration of a motion approving the recommendation from the Public Safety Committee on the handicap parking space request made from 28 West Charles Street.
- [20.](#) Consideration of a motion approving and authorizing signature on the affirmative defense for Oelwein Mart's cigarette permit pursuant to Iowa Code section 453A.22 resulting from a violation of Iowa Code section 453A.2(1) dated February 12, 2023
- [21.](#) Consideration of a motion to approve signatures on the settlement agreement regarding the tobacco violations for Oelwein Liquors.
- [22.](#) Consideration of a motion to approve signatures on the settlement agreement regarding the tobacco violations for a Super Mart.

Committee Reports

- [23.](#) Report from Stewart on the July Airport Board Meeting.
- [24.](#) Report from Payne on the August Library Board Meeting.

Council Updates

Mayor's Report

- A. Consideration of a motion to approve the Mayor's recommendation to reappoint John Bagge to the Airport Board.

City Attorney's Report

City Administrator's Report

A. City Administrator.

Adjournment

ii. Additional Information.

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



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
July 24, 2023 - 6:00 PM

Pledge of Allegiance

Call to Order

Mayor DeVore called the meeting to order at 6:00PM.

Roll Call

Present: Weber, Garrigus, Seeders, Payne

Also Present: Mayor DeVore, City Administrator Mulfinger, City Clerk Rigdon,
Guest Councilmember Jeff Hughes, 15 6th Avenue NE

Absent: Lenz, Stewart

Additions or Deletions

A motion was made by Weber, seconded by Garrigus to adopt the agenda as presented.

All aye (4). Motion carried.

Citizens Public Comments

Mike Leo, 3672 Outer Road, questioned if he speaks now or during the discussion on agenda item number 14.

Mike Kerns presented several red tag properties that had not been followed through on by the city. Kerns felt that all property owners should be held accountable just like landlords are being held accountable through the rental inspection.

Consent Agenda

1. Consideration of a motion to approve the July 10, 2023 minutes.
2. Claims Resolution in the amount of \$570,747.23.

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

All aye (4). Motion carried.

Public Hearing

3. Public hearing on July 24, 2023 at 6:00 PM at Oelwein Council Chambers for the Reed Bed Expansion and EQ Basin Liner Replacement project.

Mayor DeVore opened the public hearing.

Lance Aldrich, Strand Associates, presented on the Drawings and Specifications for the expansion of the reed beds and replacement of the membrane liner of the flow equalization basin at the wastewater treatment plant have been completed and distributed to prospective contractors on June 13, 2023. He then explained the contract is a lump sum form of agreement with a few unit prices, or allowances, for repairs to the existing reed beds. The Engineer's opinion of probable construction cost is \$1,553,000. Bids were received on July 19, 2023.

No other verbal or written comments were received.

Mayor DeVore closed the public hearing.

- 4. Public hearing on the proposed sale of 516 4th St SW, Parcel No. 18521354004 and Parcel No. 1821354012.

Mayor DeVore opened the public hearing.

The Planning, Finance, Enterprise, and Economic Development Committee recommends the sale of the property.

No other written or verbal comments were received.

Mayor DeVore closed the public hearing.

- 5. Public hearing on the proposed sale of 14 2nd Ave NW, Parcel No. 1821179039.

Mayor DeVore opened the public hearing.

No other written or verbal comments were received.

Mayor DeVore closed the public hearing.

Resolutions

- 6. Consideration of a resolution accepting the bid for the Reed Bed Expansion and EQ Liner Replacement project in the amount of \$1,347,000.00 from Shift Companies.

Shift Companies, LLC	Cedar Rapids, IA	\$1,347,000.00
J.B. Holland Construction, INC	Decorah, IA	\$1,727,000.00

A motion was made by Seeders, seconded by Weber to adopt Resolution No. 5430-2023.

Ayes: Weber, Garrigus, Seeders, Payne

Nays: NA

Absent: Lenz, Stewart

Motion carried.

- 7. Consideration of a resolution approving Change Order #1 from Dave Schmitt Construction in the amount of \$11,828.00 for Oelwein NE Sanitary Sewer Improvements Project.

A motion was made by Seeders, seconded by Garrigus to adopt Resolution No. 5431-2023.

Ayes: Weber, Garrigus, Seeders, Payne

Nays: NA

Absent: Lenz, Stewart

Motion carried.

- 8. Consideration of a resolution approving HVAC system replacement with NEIA Mechanical in the amount of \$192,580.94 for the Library.

Council requested staff look into options of purchasing freon from old units and to create a reserve. Council wants to pursue fixing the roof and continue to repair the HVAC system as needed. Mulfinger informed Council that repairing the roof will take a bond and will be a major project.

Resolution died for lack of motion.

- 9. Consideration of a resolution amending the Oelwein Personnel Policy Manual.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5432-2023.

Ayes: Weber, Garrigus, Seeders, Payne

Nays: NA

Absent: Lenz, Stewart

Motion carried.

- 10. Consideration of a resolution approving sale and transfer of city owned property located at 14 2nd Ave. NW, Oelwein, Fayette County, Iowa to Rise, LLC in the amount of \$1,000.00.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5433-2023.

Ayes: Weber, Garrigus, Seeders, Payne

Nays: NA

Absent: Lenz, Stewart

Motion carried.

- 11. Consideration of a resolution approving sale and transfer of city owned property located at 516 4th Street SW, Oelwein, Fayette County, Iowa to Sterling Silver and Janice Schroeder Silver in the amount of \$3,000.00.

A motion was made by Weber, seconded by Seeders to adopt Resolution No. 5434-2023.

Ayes: Weber, Garrigus, Seeders, Payne

Nays: NA

Absent: Lenz, Stewart

Motion carried.

Motions

- 12. Consideration of a motion to approve \$13,629.00 in tank cleaning from Eco Source LLC for tanks found during construction of Depot Park.

A motion was made by Seeders, seconded Payne to approve \$13,629.00 in tank cleaning from Eco Source LLC for tanks found during construction of Depot Park.

All aye (4). Motion carried.

- 13. Consideration of a motion approving the 2023 Seal Coating Project bid to Prairie Road Builders in the amount of \$49,240.44.

Blacktop Services	Humbolt, IA	\$51,320.00
Prairie Road Builders	Hazleton, IA	\$49,240.44

A motion was made by Weber, seconded by Garrigus to approve the 2023 Seal Coating Project bid to Prairie Road Builders in the amount of \$49,240.44. All aye (4) Motion carried.

- 14. Discussion and possible action to approve partnering for work on 29 South Frederick.

Mike Leo expressed his displeasure with the city and their process of tearing down the building adjacent to his restaurant. Leo advised that he would seek more funding from the city and that he would not accept \$5,000.00.

A motion was made by Weber, seconded by Garrigus to decline the partnering for work on 29 South Frederick. All aye (4). Motion carried.

- 15. Discussion and possible action on 33 South Frederick project.

A motion was made by Seeders, seconded by Weber to wait for Mike Leo to waterproof his basement wall and fill his beam pockets before the city builds their wall and fills in their property.

All aye (4). Motion carried.

- 16. Consideration of a motion to approve the Planning, Finance, Enterprise, and Economic Development recommendation to direct staff to not sell 307 7th Ave SE to Emanuel C. Receveur IV.

A motion was made by Weber, seconded by Garrigus to approve the Planning, Finance, Enterprise, and Economic Development recommendation to direct staff to not sell 307 7th Ave SE to Emanuel C. Receveur IV.
All aye (4). Motion carried.

17. Consideration of a motion approving the Oelwein Fire Fighters Foundation, Inc. to approve the MDA fundraiser "Fill the Boot" at the intersection of East Charles and Highway 150 on Friday, August 25th from 6-8 PM and Saturday, August 26th 9-11 AM.

A motion was made by Seeders, seconded by Garrigus to approve the Oelwein Fire Fighters Foundation, Inc. to approve the MDA fundraiser "Fill the Boot" at the intersection of East Charles and Highway 150 on Friday, August 25th from 6-8 PM and Saturday, August 26th 9-11 AM.

All aye (4). Motion carried.

18. Consideration of a motion accepting the direction from the Planning, Finance, Enterprise, and Economic Development Committee on the Hotel/Motel Request from Oelwein Celebrations Renewed, Inc. in the amount of \$20,000.00.

A motion was made by Weber, seconded by Garrigus to table until August 14, 2023 Council Meeting.

All aye (4). Motion carried.

Committee Reports

19. Report from Stewart on the June Airport Board Meeting.

For full minutes, please visit <https://www.cityofuelwein.org/bc-ab/page/airport-board-24>

20. Report from Garrigus on the July Park and Recreation Commission meeting.

For full minutes, please visit <https://www.cityofuelwein.org/bc-parks/page/parks-and-recreation-6>

21. Report from Payne on the July Library Board meeting.

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

City Administrator's Report

- A. City Administrator.

Mulfinger thanked staff for their hard work during the 150th celebration. Mulfinger thanked Deb Howard for her hard work and persistence in leading the 150th committee to have an incredible event for the community. Over 200 volunteers helped make the event possible.

Adjournment

A motion was made by Weber, seconded by Seeders to adjourn the meeting at 7:07PM.

All aye (4). Motion carried.

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held July 24, 2023 and copy of said proceedings was furnished to the Register July 26, 2023.

Dylan Mulfinger, City Administrator

(App-185648)

License or Permit Type

License or Permit Type

Length of License Requested

Class E Retail Alcohol License

12 Month

Tentative Effective Date

Tentative Expiration Date

2023-10-03

2024-10-02

Privileges / Sub-Permits Information

Privileges

Sub-Permits

Premises Information

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

*** (required) Name of Business (D/B/A)**

Indicate how the business will be operated

*** (required) Federal Employer ID #**

*** (required) Business Number of Secretary of State**

Tentative Expiration Date

Premises Information

Please select here if your location is in an unincorporated town

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

Premises Suite/Apt Number

*** (required) Premises City**

Oelwein

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50662

Premises County

Fayette

*** (required) Local Authority**

City of Oelwein

Control of Premises

Own

Premises Type

Convenience Store

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?

Yes

*** (required) The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business. This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.**

4,160

Hours of Operation: Beginning

12:00 AM

Hours of Operation: Ending

11:59 PM

Hours deliveries may be received: Beginning

6:00 AM

Hours deliveries may be received: Ending

6:00 PM

Are the hours of deliveries flexible?

Yes

Contact Information

* (required) Contact Name

Deanna Hafner

* (required) Business

(required) Extension Phone

(319) 636-7100

* (required) Email Address

dhafner@kwiktrip.com

* (required) Phone

(required) Extension

(808) 793-6262

Same as Premises Address

Mailing Address:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

1626 Oak St,La Crosse,Wisconsin,LaCrosse

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

1626 Oak St

Mailing Suite/Apt Number

PO Box 2107

Mailing City

Mailing State

La Crosse

Wisconsin

Item 2.

Mailing Zip/Postal Code

54603

Mailing County

LaCrosse

Ownership

Scott Zietlow

Position: Owner

SSN: XXX-XX-0467

US Citizen: Yes

Ownership: 100%

DOB: 12/14/1957

Jeffrey Wrobel

Position: Treasurer

SSN: XXX-XX-7429

US Citizen: Yes

Ownership: 0%

DOB: 07/16/1960

Thomas Reinhart

Position: Secretary

SSN: XXX-XX-9524

US Citizen: Yes

Ownership: 0%

DOB: 02/15/1954

Criminal History Information

Since the license was last issued, has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Since the license was last issued, has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Local Authority Information

Extension

*** (required) Daytime Phone for**

Local Authority

(319) 283-5440

Sketch on File

Yes

Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)

****Purchase agreements not accepted**

Yes

Premise's Address Correct?

Yes

Premises Zoned Properly?

Yes

Fire Inspection Completed?

No

Health Inspection Completed?

No

Was a DCI background check run?

No

Previous License Number for this Location

*** (required) Local Authority Email Address**

deputyclerk@cityofelwein.org

Comments

Amount Owed to Local Authority

0.00

Document Upload Information

<p>DOCUMENT NAME</p> <p>Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)</p> <p>**Purchase agreements not accepted</p> <p>UPLOADED DOCUMENTS</p> <p><u>1156 Deed.pdf</u></p> <p>ADDITIONAL COMMENTS</p>
<p>DOCUMENT NAME</p> <p>Sketch</p> <p>UPLOADED DOCUMENTS</p> <p><u>1156 fp.pdf</u></p> <p>ADDITIONAL COMMENTS</p>
<p>DOCUMENT NAME</p> <p>TTB Basic Permit</p> <p>UPLOADED DOCUMENTS</p> <p><u>1 IA Wholesale Dealer App</u></p> <p>ADDITIONAL COMMENTS</p>

(App-186445)

License or Permit Type

License or Permit Type

Length of License Requested

Special Class C Retail Alcohol License

5 Day

Tentative Effective Date

Tentative Expiration Date

2023-08-20

2023-08-24

Privileges / Sub-Permits Information

Privileges

Outdoor Service

Sub-Permits

Please provide a description of the area you intend to use for the Outdoor Service Privilege and explain its relationship to the currently-licensed premises

parking lot

Premises Information

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

TOP OF IOWA LUCKY WIFE, LLC

*** (required) Name of Business (D/B/A)**

Top of Iowa Lucky Wife

Indicate how the business will be operated

Limited Liability Company

*** (required) Federal Employer ID #**

88-4050457

*** (required) Business Number of Secretary of State**

723878

Tentative Expiration Date

Aug 24, 2023

Premises Information

Please select here if your location is in an unincorporated town

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

900 2nd Avenue Southeast, Oelwein, Iowa, Fayette

Search by a location name or address to automatically populate the address fields below (optional)

Item 3.

*** (required) Premises Street**

900 2nd Avenue Southeast

Premises Suite/Apt Number

*** (required) Premises City**

Oelwein

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50662

Premises County

Fayette

*** (required) Local Authority**

City of Oelwein

Control of Premises

Other

*** (required) Control of Premises Other**

county museum

Is the capacity of your establishment over 200?

Yes

Equipped with tables and seats to accommodate a minimum of 25?

Yes

*** (required) # of Floors:**

1

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Premises Type

Special Event

Does your premises conform to all local and state health, fire and building laws and regulation?

Contact Information

* (required) Contact Name

* (required) Business

(required) Extension

(515) 320-1091

* (required) Email Address

* (required) Phone

(required) Extension

(515) 320-1091

Same as Premises Address

Mailing Address:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

Mailing Suite/Apt Number

Mailing City

Swea City

Mailing State

Iowa

Mailing Zip/Postal Code

50590

Mailing County

Kossuth

Ownership

Teri Boland

Position: owner

SSN: XXX-XX-1439

US Citizen: Yes

Ownership: 100%

DOB: 07/28/1969

Criminal History Information

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Dramshop Verification Information

Dram Shop

Founders Insurance Company

Local Authority Information

Outdoor Service Area Approved / Denied

Outdoor Service Area Approved

Extension

*** (required) Daytime Phone for**

Local Authority

(319) 283-5440

Sketch on File

Yes

Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)

****Purchase agreements not accepted**

Yes

Premise's Address Correct?

Yes

Premises Zoned Properly?

Yes

Fire Inspection Completed?

No

Health Inspection Completed?

No

Was a DCI background check run?

No

Previous License Number for this Location

*** (required) Local Authority Email Address**

deputyclerk@cityofelweil.org

Comments

Amount Owed to Local Authority

28.13

Document Upload Information

DOCUMENT NAME

Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)

**Purchase agreements not accepted

UPLOADED DOCUMENTS

ADDITIONAL COMMENTS

DOCUMENT NAME

Sketch

UPLOADED DOCUMENTS

20230807132944

ADDITIONAL COMMENTS

(App-186044)

License or Permit Type

License or Permit Type

Length of License Requested

Special Class B Retail Native Wine License

12 Month

Tentative Effective Date

Tentative Expiration Date

2023-10-07

2024-10-06

Privileges / Sub-Permits Information

Privileges

Sub-Permits

Premises Information

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

Charter Leete

*** (required) Name of Business (D/B/A)**

Buds 'n Blossoms

Indicate how the business will be operated

Sole Proprietor

Federal Employer ID #

Tentative Expiration Date

Oct 6, 2024

Premises Information

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

125 South Frederick Ave,Oelwein,Iowa,Fayette

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

125 South Frederick Ave

Premises Suite/Apt Number

*** (required) Premises City**

Oelwein

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50662

Premises County

Fayette

*** (required) Local Authority**

City of Oelwein

Control of Premises

Own

Premises Type

Specialty Shop

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Contact Information

*** (required) Contact Name**

Charter Leete

*** (required) Business**

(required) Extension

(319) 283-4954

*** (required) Email Address**

charterleete@gmail.com

*** (required) Phone**

(required) Extension

(319) 283-4954

Same as Premises Address

Mailing Address:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

125 South Frederick Ave, Oelwein, Iowa,

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

125 South Frederick Ave

Mailing Suite/Apt Number

Mailing City

Oelwein

Mailing State

Iowa

Mailing Zip/Postal Code

50662

Mailing County

Ownership

Charter Leete

Position: Owner

SSN: XXX-XX-8258

US Citizen: Yes

Ownership: 100%

DOB: 12/27/1952

Linda Leete

Position: Owner

SSN: XXX-XX-7404

US Citizen: Yes

Ownership: 0%

DOB: 11/28/1950

Criminal History Information

Since the license was last issued, has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Since the license was last issued, has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Local Authority Information

Extension

* (required) Daytime Phone for

Local Authority

(319) 283-5440

Sketch on File

Yes

Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)

**Purchase agreements not accepted

Yes

Premise's Address Correct?

Yes

Premises Zoned Properly?

Yes

Fire Inspection Completed?

No

Health Inspection Completed?

No

Was a DCI background check run?

No

Previous License Number for this Location

*** (required) Local Authority Email Address**

deputyclerk@cityofelwein.org

Comments

Amount Owed to Local Authority

0.00

Document Upload Information

DOCUMENT NAME

Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)

**Purchase agreements not accepted

UPLOADED DOCUMENTS

ADDITIONAL COMMENTS

DOCUMENT NAME

Sketch

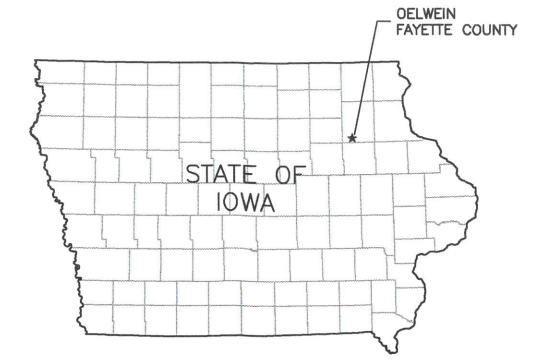
UPLOADED DOCUMENTS

ADDITIONAL COMMENTS

OELWEIN EVENT CENTER PARKING LOT IMPROVEMENTS

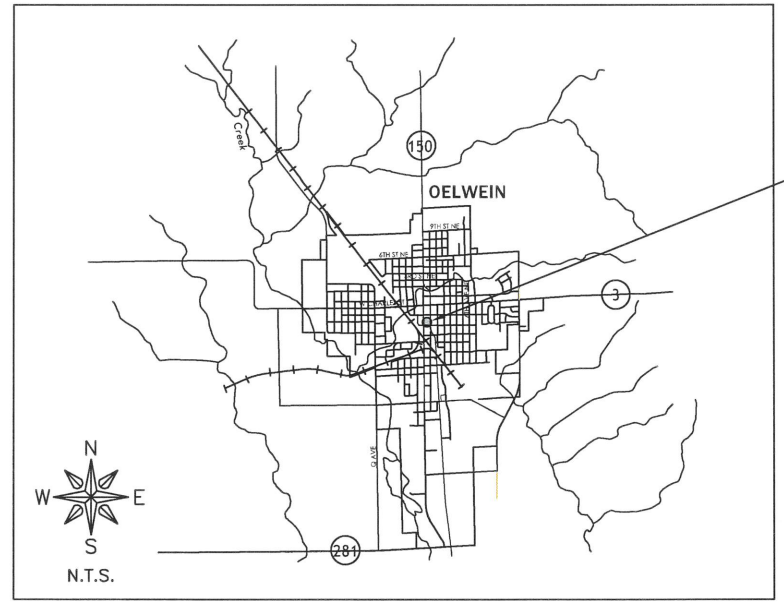
FOR CITY OF OELWEIN OELWEIN, IOWA

23-500
FAYETTE COUNTY
JULY 2023



Sheet List Table

Sheet Number	Sheet Title
A.01	TITLE
A.02	LEGEND
C.01	GENERAL NOTES AND ESTIMATED QUANTITIES
C.02	SUPPLEMENTAL SPECIFICATIONS
C.03	NORTH PARKING LOT EXISTING CONDITION AND REMOVAL PLANS
C.04	EAST PARKING LOT EXISTING CONDITION AND REMOVAL PLANS
D.01	NORTH PARKING LOT SITE PLAN
D.02	EAST PARKING LOT SITE PLAN
D.03	NORTH PARKING LOT GRADING AND PAVING PLAN
D.04	EAST PARKING LOT GRADING AND PAVING PLAN
M.01	NORTH PARKING LOT STORMWATER PLAN & PROFILE



LOCATION MAP

OWNER/DEV	CITY OF OELWEIN
ADDRESS	20 2ND AVE. SW
	OELWEIN, IOWA 50662
P#	319-283-5440
F#	319-283-4032

CITY ADMINISTRATION

MAYOR.....	BRETT DEVORE
COUNCIL MEMBERS.....	DAVID GARRIGUS
	DAVE LENZ
	LYNDA PAYNE
	KAREN SEEDERS
	TOM STEWART
	MATT WEBER
CITY ADMINISTRATOR.....	DYLAN MULFINGER
CITY CLERK.....	BARBARA RIGDON

UTILITIES

UTILITY TYPE	COMMON NAME
WATER & SEWER	OELWEIN, CITY OF
ELECTRIC	ALLIANT
TELEPHONE	CENTURY LINK
GAS	ALLIANT
CABLE	MEDIACOM

(CONTRACTOR TO BE RESPONSIBLE FOR COORDINATING ANY ADJUSTMENTS TO BE MADE.)

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

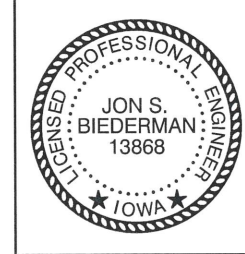
ILLINOIS IOWA WISCONSIN

WEST UNION, IOWA
128 S VINE STREET
WEST UNION, IA 52175
P# (563) 422-5131

THE 2023 VERSION OF THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2023), PLUS FEHR GRAHAM SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.



BID SET



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.

[Signature] 7/9/2023
Date

Jon S. Biederman, P.E.
License Number 13868
My license renewal date is December 31, 2024.
Pages or sheets covered by this seal: All

ORIGINAL SET FOR PROJECT: 23-500		DATE CREATED: JULY 2023
REVISIONS		
REV. NO.	DESCRIPTION	DATE

ABBREVIATIONS

Table of abbreviations including terms like ANGLE, AGGREGATE BASE COURSE, ACI, AGR, AISI, ALT, ARCH, ASPH, ASTM, B, BFP, BIT, BLDG, BLK, BM, BOT, BSMT, BV, B-V, CL or C, C to C, C & G, CF, CHD, CI, CHK, CLR, CMP, CMU, CTY, CONC, CONT, C-B, COORD, CU, CTRS, CYS, CS, D, DEP, DET, DIAG, DIM, DI, DN, DNSTR, DP, DWG, E, EJ, EL, EP, EQUIP, EQUIV, EW, EXP, EX, EXIST, EXT, E =, FD, FDN, FE, FF, FIL, FIN, FL, FLR, FM, FND, FRMG, FTG, F-F, GA, GI, GRD, GRS, GRT, GV, GYP, HSE, HC, HMA, HNGR, HORIZ, H.P., HW, HWH, Δ =, I, ID, INT, INV, IP, JST, L, LAT, LAV, LF, L.P., LT, MAX, ME, MH, MIN, MJ, MTL, N, No. or #, NOM, NTS, OC, OD, OO, OPNG, OPP, PC, PCC, PCF, PDP.

Table of abbreviations including terms like PE, PI, PL, PLG, PLP, PLYWD, PM, PR, PRC, PRESS, PR, PROP, PRV, PPSF, PSI, PSL, PT, PLG, PVC, R, RD, RCD, RCP, RCP, RD, REINF, REQD, ROW, RFT, RND, RMR, RRSP, RT, R&R, SB, SCHED, SEC, SF, SHR, SHT, SHTG, SP, SPA, SPEC, SQ, SS, STA, STD, STL, STRUCT, SW, SY, TAN, TBC, TBM, TD, THK, TR, TY, TYP, U.O.N., UP, UPSTR, UR, USGS, VC, VCP, VERT, VOL, VPC, VPI, VPRC, VPT, W, WC, WF, WM, WMQ, WV, WGT, WP, WS, WWF, W, W/O, XP.

HATCH PATTERNS table showing symbols for Earth - Fill, Earth - Undisturbed, Rock (Geological), Stone or Rip Rap, Gravel, Concrete, Concrete Block, CMU, Asphalt Pavement, Brick, Steel, Insulation (Loose/Batt), Insulation (Rigid), Wood (Rough), Wood (Blocking), Wood (Finish), Detectable Warning.

SYMBOLS

Table of symbols for Civil, Sanitary Sewer, Water, Storm Sewer, Erosion Control, and Misc. Categories. Includes symbols for existing and proposed conditions for various infrastructure elements like pipes, lines, manholes, and structures.

Table of symbols for Utility and Traffic Related categories. Includes symbols for existing and proposed conditions for utility lines (fiber optic, TV, electric, telephone), poles, lights, and traffic control devices like signs, signals, and controllers.

Item 5.

FEHR GRAHAM ENGINEERING & ENVIRONMENTAL logo and name.

ILLINOIS IOWA WISCONSIN

OWNER/DEVELOPER: CITY OF OELWEIN 20 2ND AVE. SW OELWEIN, IOWA 50662

PROJECT AND LOCATION: OELWEIN EVENT CENTER PARKING LOT IMPROVEMENTS OELWEIN, IOWA

DRAWN BY: LTF APPROVED BY: JSB DATE: JULY 2023 SCALE: AS NOTED

Table with 3 columns: REV. NO., DESCRIPTION, DATE. Header: REVISIONS.

DRAWING: LEGEND SET TYPE: BID SET G:\C30\23\23-500\Plans\23-500 Plans.dwg, A.02

JOB NUMBER: 23-500 SHE 30

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
2. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2023 EDITION PLUS SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS AS PREPARED BY FEHR GRAHAM SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS IF BOUND HEREIN.
3. THE QUANTITIES INDICATED ON THE PROPOSAL FORM ARE APPROXIMATE ONLY, AND DO NOT CONSTITUTE A WARRANTY OR GUARANTEE BY THE JURISDICTION AS TO THE ACTUAL QUANTITIES INVOLVED IN THE WORK. SUCH QUANTITIES ARE TO BE USED FOR THE PURPOSE OF COMPARISON OF BIDS AND DETERMINING THE AMOUNT OF BID SECURITY, CONTRACT, AND PERFORMANCE, PAYMENT, AND MAINTENANCE BOND. IN THE EVENT OF DISCREPANCIES BETWEEN UNIT PRICES AND UNIT PRICE EXTENSIONS LISTED IN A BIDDER'S PROPOSAL, UNIT PRICES SHALL GOVERN AND UNIT PRICE EXTENSIONS SHALL BE CORRECTED, AS NECESSARY, FOR AGREEMENT WITH UNIT PRICES. THE JURISDICTION EXPRESSLY RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES DURING CONSTRUCTION, AND TO MAKE REASONABLE CHANGES IN DESIGN, PROVIDED SUCH CHANGES DO NOT MATERIALLY CHANGE THE INTENT OF THE CONTRACT. THE AMOUNT OF WORK TO BE PAID FOR SHALL BE BASED UPON THE ACTUAL QUANTITIES PERFORMED.
4. CONSTRUCTION SURVEY FOR THIS PROJECT TO BE PROVIDED BY THE OWNER. THE CONTRACTOR IS REQUIRED TO PROVIDE MINIMUM OF TWO BUSINESS DAYS' NOTICE TO THE ENGINEER WHEN REQUESTING STAKES.
5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS.
7. THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND BECOME THOROUGHLY FAMILIAR WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
8. THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
9. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHALL GOVERN. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
11. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL CONFINE HIS WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS. IF THE CONTRACTOR OBTAINS ADDITIONAL EASEMENT FOR THE STORAGE OF EQUIPMENT AND MATERIALS, COPIES OF THE AGREEMENTS WITH THE PROPERTY OWNERS SHALL BE PROVIDED TO THE OWNER.
13. CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE AND STAGING PLAN A MINIMUM OF TWO (2) DAYS PRIOR TO THE PRECONSTRUCTION MEETING.
14. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCESS TO INDIVIDUAL PROPERTIES DURING CONSTRUCTION WHENEVER PRACTICAL. CONTRACTOR SHALL NOTIFY RESIDENTS OF ACCESS RESTRICTIONS MINIMUM OF 24 HOURS PRIOR TO REMOVAL OF EXISTING ACCESS.
15. CONTRACTOR SHALL SUBMIT FOR ACCEPTANCE WORK PLANS AND SCHEDULES FOR ACCOMPLISHMENT OF TEMPORARY AND PERMANENT EROSION CONTROL PRIOR TO THE START OF CONSTRUCTION.
16. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF OELWEIN, AFFECTED UTILITY COMPANIES AND/OR AFFECTED PROPERTY OWNERS WHEN RELOCATING EXISTING FACILITIES, CONNECTING TO EXISTING FACILITIES AND PLACING NEW SERVICES.

Item 5.

ESTIMATED QUANTITIES

NO.	CODE	DESCRIPTION	QUANTITY	UNIT
1	2010-D-3	TOPSOIL, OFF-SITE, 10" THICK	68.00	CY
2	2010-E	EXCAVATION, CLASS 10	1565.00	CY
3	2010-I	SUBGRADE TREATMENT, ENGINEERING FABRIC	189.50	SY
4	2010-J	SUBBASE, CRUSHED STONE, MODIFIED	1810.75	TON
5	2010-999-A	CRUSHED STONE, SALVAGE AND PLACE	120.00	TON
6	2010-999-B	LANDSCAPE ROCK, 3/4" DIA	42.00	TON
7	4020-A-1	STORM SEWER, TRENCHED, DUAL WALL HDPE, 8" DIA.	36.00	LF
8	4020-A-1	STORM SEWER, TRENCHED, DUAL WALL HDPE, 10" DIA.	85.00	LF
9	6010-B	INTAKE, SW-512, 24" DIA, WITH PCC BOXOUT	1.00	EA
10	6010-B	INTAKE, SW-512, 12" DIA	1.00	EA
11	6010-G	CONNECTION TO EXISTING INTAKE	1.00	EA
12	7010-A	PAVEMENT, PCC, REINFORCED, 8" THICK	40.60	SY
13	7010-A	PAVEMENT, PCC, REINFORCED, 7" THICK	93.30	SY
14	7010-E	CURB AND GUTTER, PCC, 2'+/- WIDE, 8" THICK	162.50	LF
15	7020-B	PAVEMENT, ASPHALT, 4" THICK	2785.20	SY
16	7030-A	REMOVAL OF SIDEWALK	211.10	SY
17	7030-E	SIDEWALK, PCC, REINFORCED, 6" THICK	301.90	SY
18	7030-F	BRICK/PAVER SIDEWALK BAND, SALVAGE AND REPLACE	1.00	LS
19	7030-G	DETECTABLE WARNING	22.00	SF
20	7040-H	PAVEMENT REMOVAL	2605.60	SY
21	7040-I	CURB AND GUTTER REMOVAL	15.00	LF
22	7999-A	WHEEL STOP	29.00	EA
23	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1.00	LS
24	8030-A	TEMPORARY TRAFFIC CONTROL	1.00	LS
25	8040-A	TRAFFIC SIGNS	6.00	EA
26	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.09	AC
27	11,020-A	MOBILIZATION	1.00	LS



ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CITY OF OELWEIN
20 2ND AVE. SW
OELWEIN, IOWA 50662

PROJECT AND LOCATION:
OELWEIN EVENT CENTER PARKING
LOT IMPROVEMENTS
OELWEIN, IOWA

DRAWN BY: LTF
APPROVED BY: JSB
DATE: JULY 2023
SCALE: AS NOTED

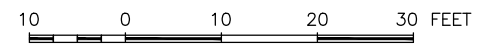
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
GENERAL NOTES AND ESTIMATED QUANTITIES

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JOB NUMBER:
23-500

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31



NOTE:
REMOVE ANY FOUNDATIONS ENCOUNTERED TO 2.5' BELOW FINISHED SURFACE. INCIDENTAL TO PAVEMENT REMOVAL.

REMOVE FOUNDATIONS TO DEPTH NECESSARY TO CONSTRUCT STORM DRAIN LINE.

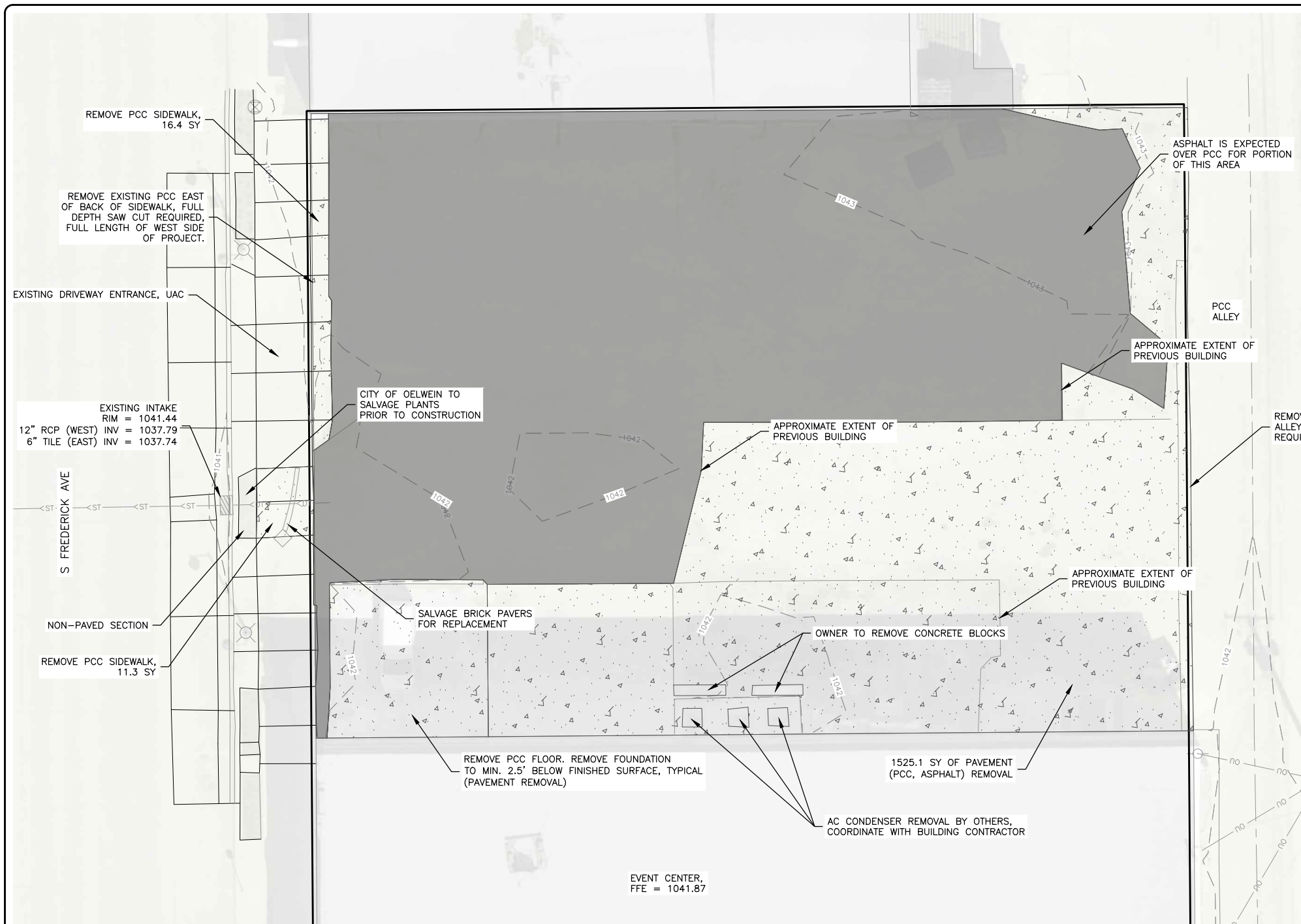
FULL DEPTH SAW CUT REQUIRED FOR REMOVALS ADJACENT TO STRUCTURES AND SURFACING THAT WILL REMAIN.

HAUL ASPHALT TO CITY OF OELWEIN STOCKPILE AT PUBLIC WORKS FACILITY AT 4TH ST. SW AND 7TH AVE. SW.

CONTRACTOR TO DISPOSE OF PCC AND OTHER WASTE MATERIALS.

REPLACE TOPSOIL IN SIDEWALK PLANTER TO ORIGINAL DEPTH

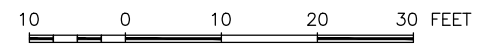
PAYMENT FOR PAVEMENT REMOVAL IS PER UNIT PRICE PER SY FOR ALL COMBINED LAYERS ENCOUNTERED. SEPARATE PAYMENT FOR INDIVIDUAL LAYERS ENCOUNTERED WILL NOT BE MADE.



BM1

BM1 = 104+TOP NW BOLT LUM BASE (CP 1380) N-3713190.17, E-5348098.57, ELEV-1042.47
BM2 = 105+CUT X TBC (CP1381) N-3713370.86, E-5348081.52, ELEV-1042.96
BM3 = 105+CUT X PCC (CP1382) N-3713351.91, E-5347849.52, ELEV-1041.35
BM4 = 104+NW BOLT FH NOT BURY TAG (CP1666) N-3713252.61, E-5347898.71, ELEV-1042.42

REVISIONS		
REV. NO.	DESCRIPTION	DATE



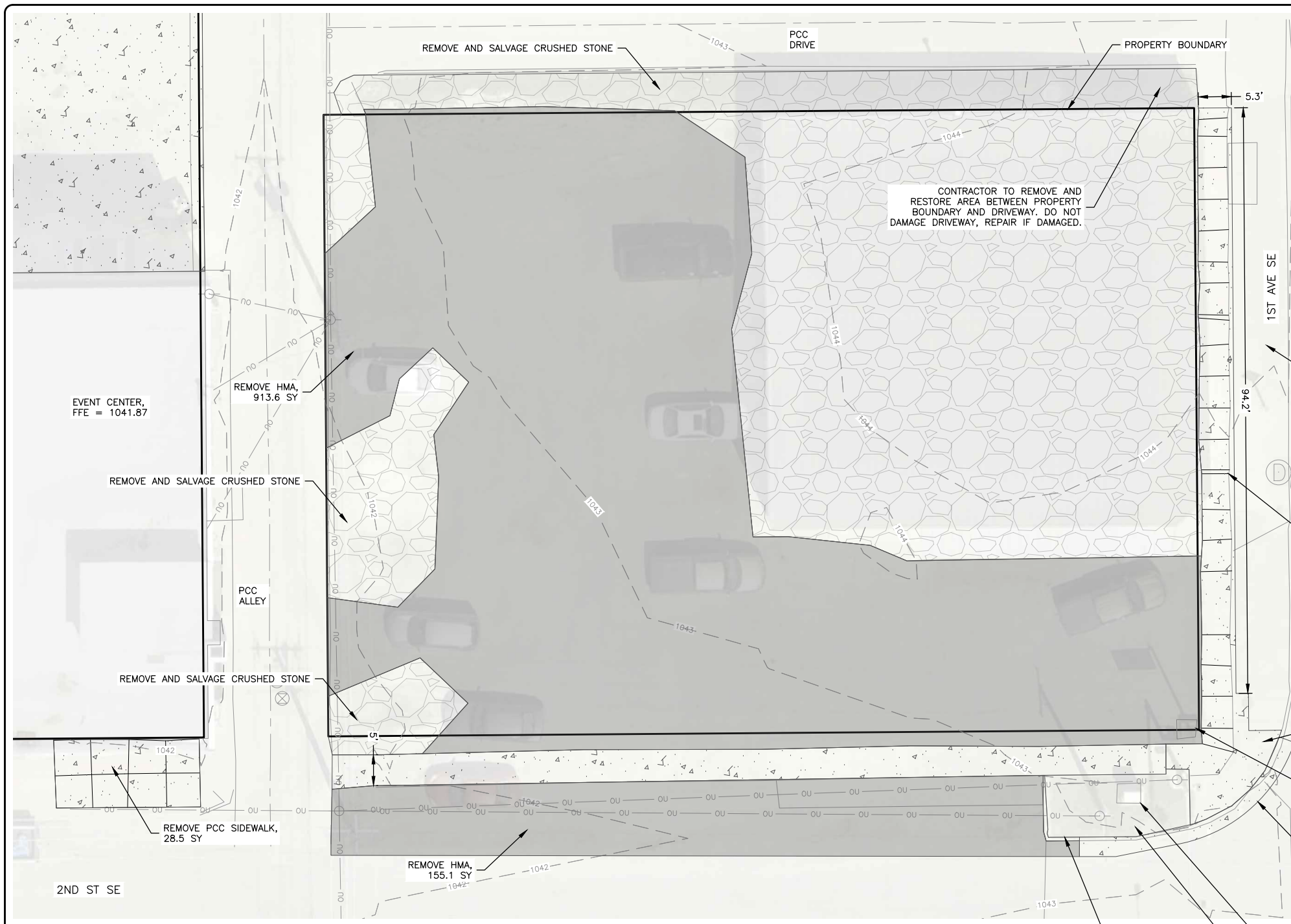
NOTE:
SALVAGE CRUSHED STONE FOR REUSE AS PAVING BASE. 3" THICKNESS ASSUMED TO BE SALVAGED. 120 TONS ESTIMATED.

FULL DEPTH SAW CUT REQUIRED FOR REMOVALS.

HAUL ASPHALT TO CITY OF OELWEIN STOCKPILE AT PUBLIC WORKS FACILITY AT 4TH ST. SW AND 7TH AVE. SE.

CONTRACTOR TO DISPOSE OF PCC AND OTHER WASTE MATERIALS.

CONTRACTOR TO REMOVE AND RESTORE AREA BETWEEN PROPERTY BOUNDARY AND DRIVEWAY. DO NOT DAMAGE DRIVEWAY, REPAIR IF DAMAGED.



BM1

BM1 = 104+TOP NW BOLT LUM BASE (CP 1380) N-3713190.17, E-5348098.57, ELEV-1042.47
BM2 = 105+CUT X TBC (CP1381) N-3713370.86, E-5348081.52, ELEV-1042.96
BM3 = 105+CUT X PCC (CP1382) N-3713351.91, E-5347849.52, ELEV-1041.35
BM4 = 104+NW BOLT FH NOT BURY TAG (CP1666) N-3713252.61, E-5347898.71, ELEV-1042.42

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CITY OF OELWEIN
20 2ND AVE. SW
OELWEIN, IOWA 50662

PROJECT AND LOCATION:
OELWEIN EVENT CENTER PARKING
LOT IMPROVEMENTS
OELWEIN, IOWA

DRAWN BY: LTF
APPROVED BY: JSB
DATE: JULY 2023
SCALE: AS NOTED

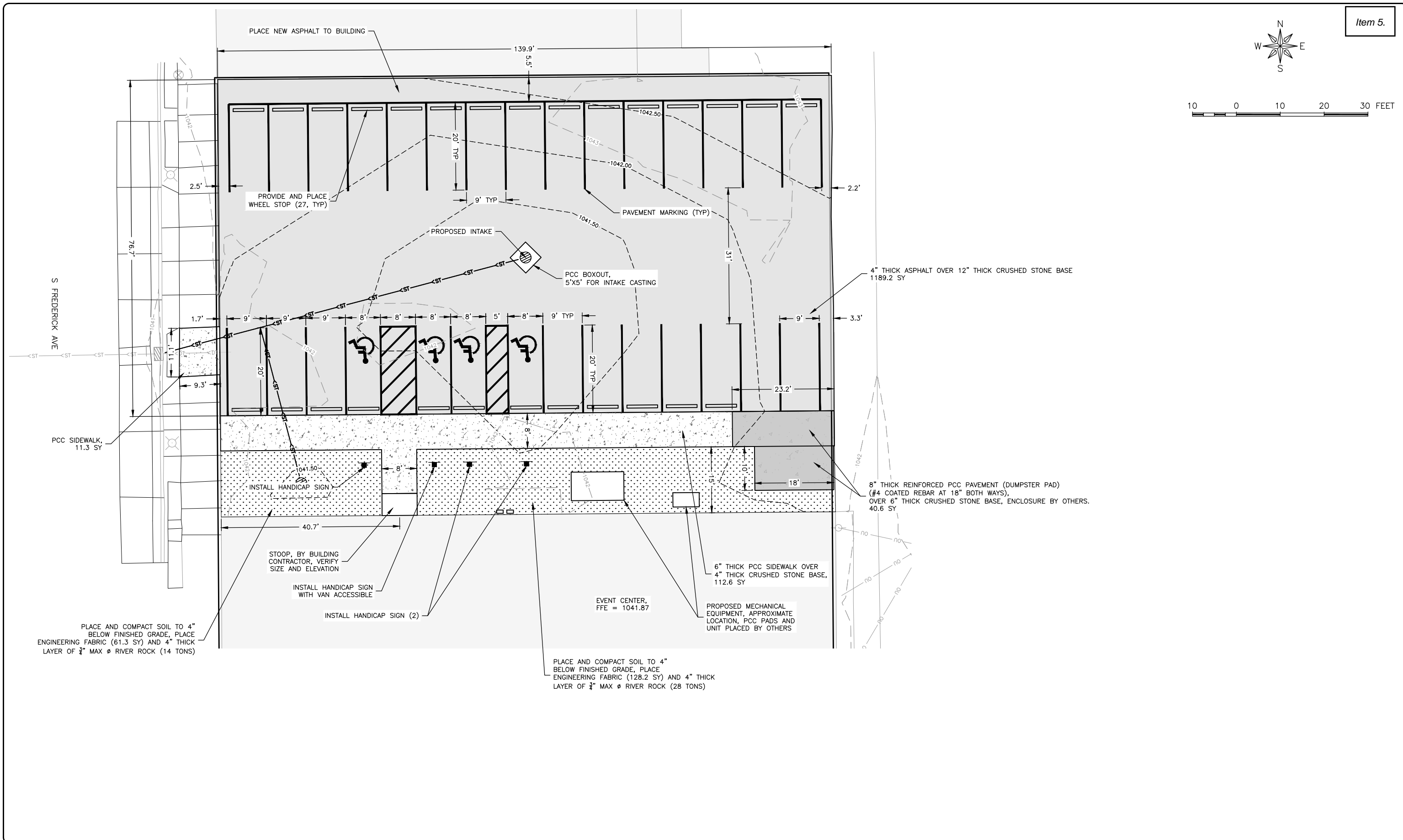
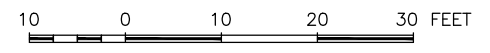
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REV. NO.	DESCRIPTION	DATE

DRAWING:
EAST PARKING LOT EXISTING CONDITION
AND REMOVAL PLANS

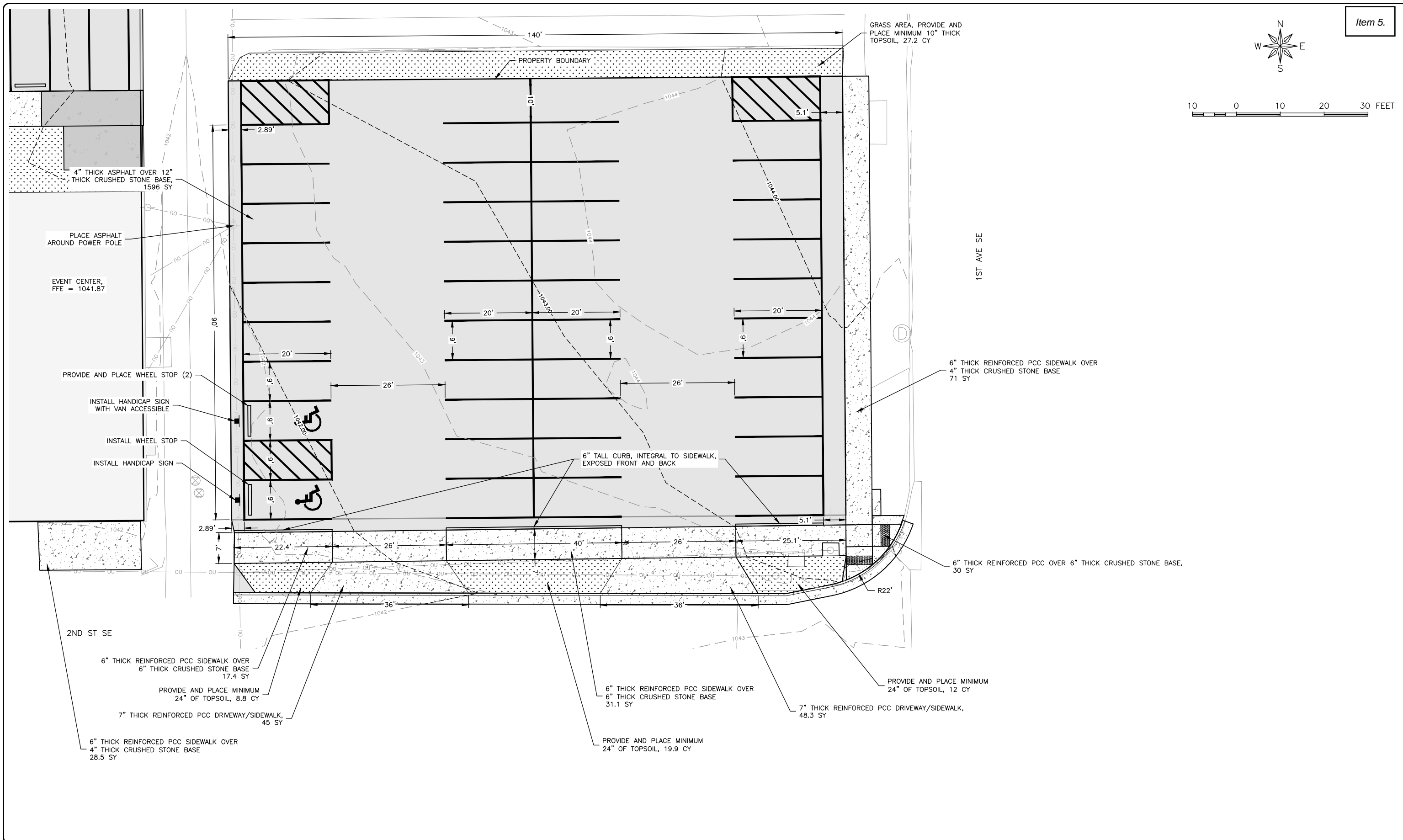
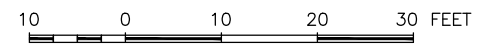
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23-500

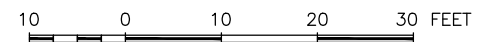
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34



REVISIONS		
REV. NO.	DESCRIPTION	DATE



REVISIONS		
REV. NO.	DESCRIPTION	DATE



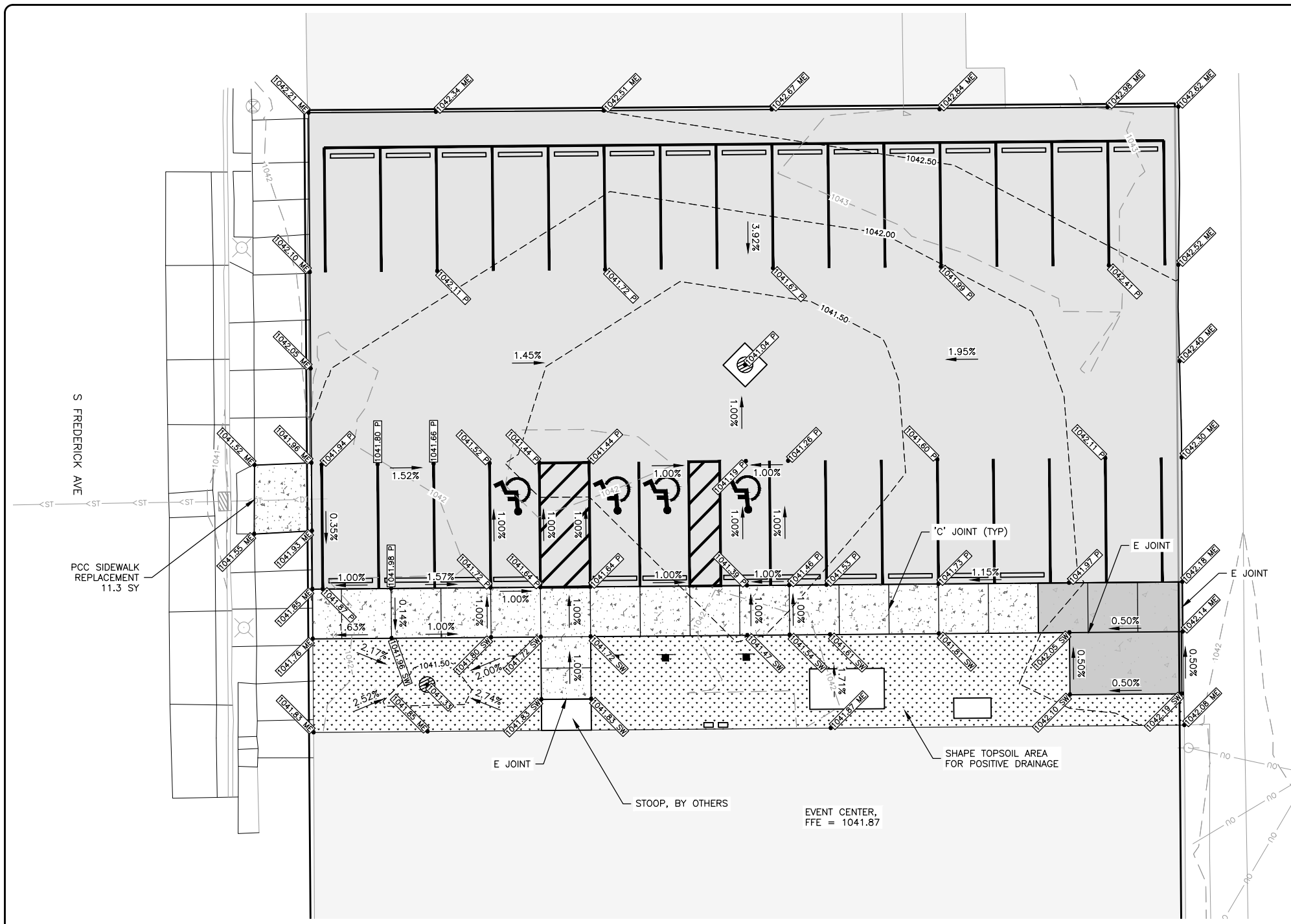
NOTES:
CLASS C, 4,500 PSI MIX REQUIRED,
WITH CURING COMPOUND.

WALKWAY SHALL BE 6" THICK PCC,
REINFORCED WITH #4 REBAR AT
24" BOTHWAYS.

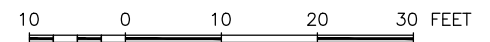
PROVIDE AND PLACE 4" THICK ASPHALT,
2.5" BASE COURSE, 1.5" SURFACE
COURSE OVER 10" OF COMPACTED
CRUSHED STONE, MODIFIED SUBBASE,
IDOT GRADATION #14.

SEAL ALL EXPANSION JOINTS.

PAVEMENT MARKINGS SHALL BE WHITE.



REVISIONS		
REV. NO.	DESCRIPTION	DATE



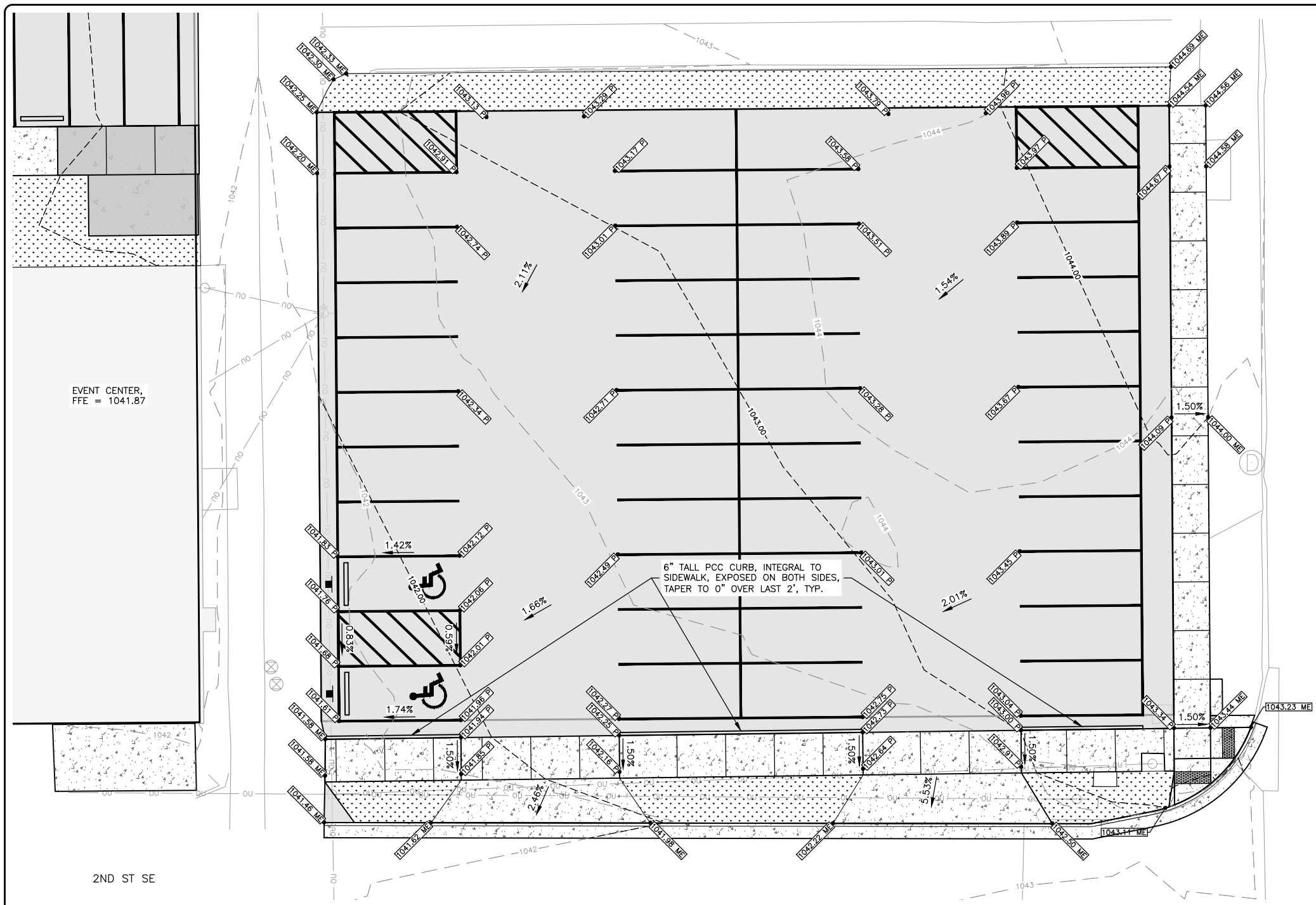
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SEAL ALL EXPANSION JOINTS.

PAVEMENT MARKINGS SHALL BE WHITE.



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PROJECT AND LOCATION:
OELWEIN EVENT CENTER PARKING
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OELWEIN, IOWA

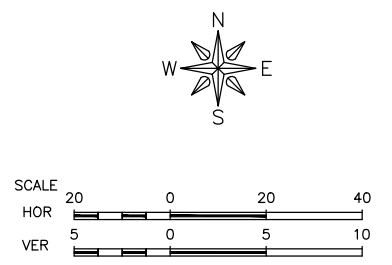
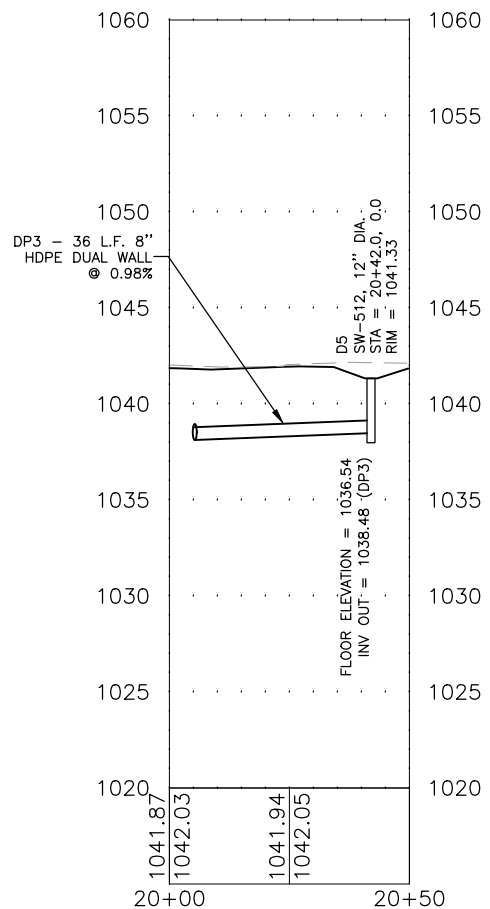
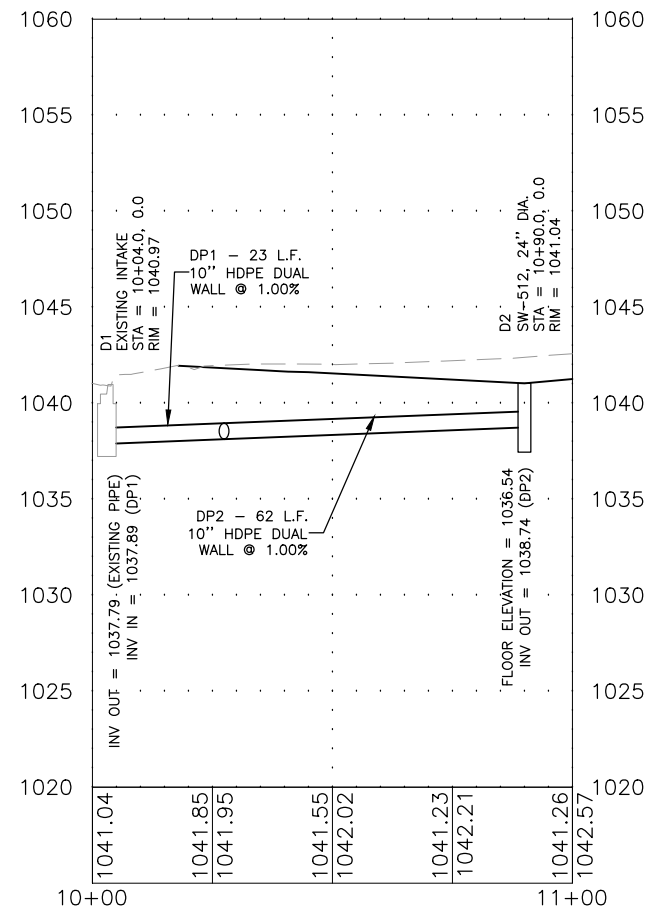
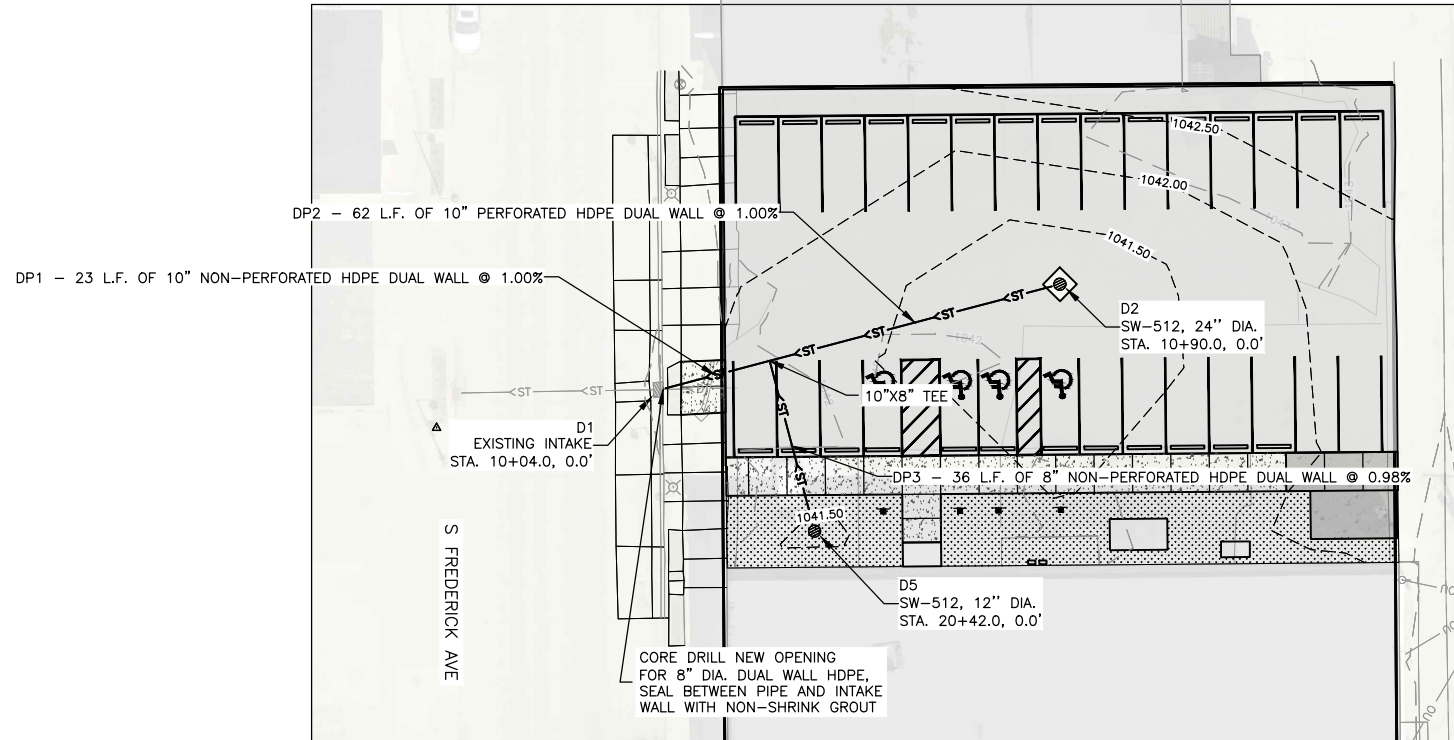
DRAWN BY: LTF
APPROVED BY: JSB
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SCALE: AS NOTED

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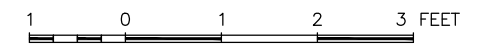
DRAWING:
EAST PARKING LOT GRADING AND PAVING
PLAN
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JOB NUMBER:
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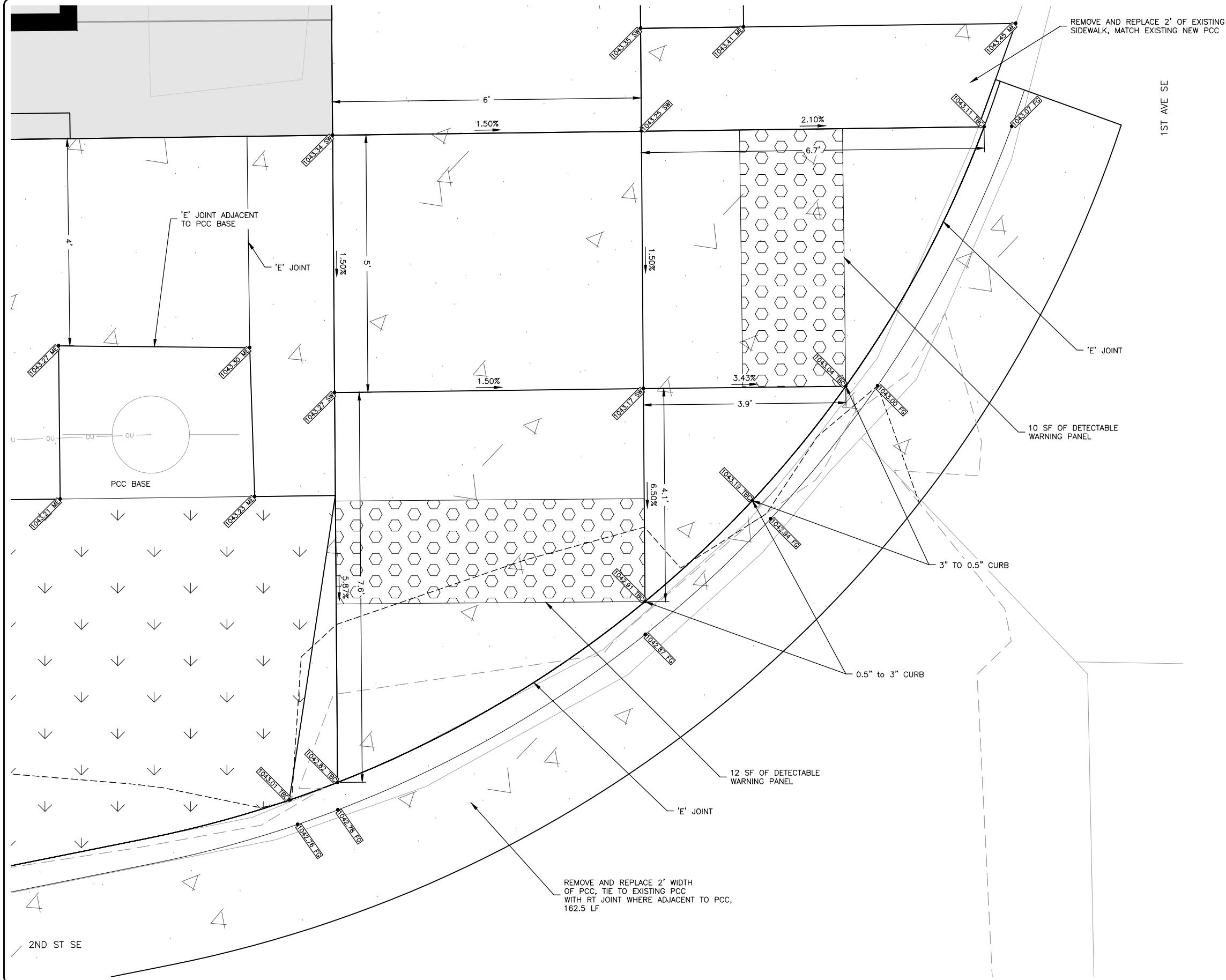
NOTES:
 BACKFILL FULL STORM LINE TRENCH WITH POROUS BACKFILL, IDOT GRADATION #29, PROVIDE CONTACT WITH MODIFIED SUBBASE.



REVISIONS		
REV. NO.	DESCRIPTION	DATE



NOTES:
 -DETECTABLE WARNING PANELS SHALL BE UNCOATED CAST IRON
 -EXPANSION JOINTS SHALL BE SEALED
 -FULL DEPTH SAW CUT REQUIRED FOR PCC REMOVAL



REVISIONS		
REV. NO.	DESCRIPTION	DATE

RESOLUTION NO. _____-2023

RESOLUTION TO APPROVE THE BID FOR THE EVENT CENTER PARKING LOT IMPROVEMENTS PROJECT TO BACON CONCRETE, LLC IN THE AMOUNT OF \$212,515.43

WHEREAS, in the fall of 2022, the City Council agreed to fund \$500,000 to the Oelwein Event Center and pave four parking lots; and

WHEREAS, bidding was open until July 10, 2023; and

WHEREAS, twelve bids were received:

- Engineer's Estimate in the amount of \$265,866.00
- Bacon Concrete LLC in the amount of \$212,515.43
- Skyline Construction, Inc. in the amount of \$229,955.21
- Eastern Iowa Excavating and Concrete in the amount of \$232,373.65
- Rausch Const. Inc. in the amount of \$237,535.44
- Pirc-Tobin Construction Inc. in the amount of \$252,783.53
- Offset Construction in the amount of \$252,876.35
- Matt Construction in the amount of \$253,715.54
- JQ Construction LLC in the amount of \$254,388.28
- Baker Enterprises, Inc. in the amount of \$258,870.90
- Tschiggfrie Exc. Co. in the amount of \$269,112.56
- Midwest Concrete Inc. in the amount of \$297,602.09
- Shift Companies in the amount of \$329,848.90; and

WHEREAS, Bacon Concrete LLC in the amount of \$212,515.43 was the low bid; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the bid for the event center parking lot improvements project to Bacon Concrete, LLC. in the amount of \$212,515.43

Passed and approved this 14th day of August 2023.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded August 15, 2023.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

August 10, 2023

Honorable Mayor and City Council
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662

**RE: Bid Recommendation
Event Center Parking Lot Improvements, Oelwein, Iowa
Project No. 23-500**

Dear Mayor DeVore and Council Members,

On August 10, 2023, twelve bids were opened and read for construction of the above-referenced project. A tabulation of the bid is attached. The opinion of probable cost and bid totals were as follows:

Engineer's Estimate	\$265,866.00
Bacon Concrete LLC	\$212,515.43
Skyline Construction, Inc.	\$229,955.21
Eastern Iowa Excavating and Concrete	\$232,373.65
Rausch Const. Inc.	\$237,535.44
Pirc-Tobin Construction Inc	\$252,783.53
Offset Construction	\$252,876.35
Matt Construction	\$253,715.54
JQ Construction LLC	\$254,388.28
Baker Enterprises, Inc.	\$258,870.90
Tschiggfrie Exc. Co.	\$269,112.56
Midwest Concrete Inc.	\$297,602.09
Shift Companies	\$329,848.90

The low bid from Bacon Concrete LLC is 79.9 percent of the estimate. After review of information regarding the low bidder, we recommend the City award the construction contract for the project to Bacon Concrete LLC per their proposal. Please let me know any questions.

Sincerely,



Jon Biederman, PE, LSI
Senior Project Manager

JSB:cls

O:\Oelwein, City of\23-500 Event Center Parking\PA Final\23-500 - City - 2023-08-10 - Letter of Recommendation.docx

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Bacon Concrete LLC	
					Unit Price	Extension	Unit Price	Extension
Base Bid								
1	2010-D-3	TOPSOIL, OFF-SITE, 10" THICK	CY	68	\$30.00	\$2,040.00	\$24.00	\$1,632.00
2	2010-E	EXCAVATION, CLASS 10	CY	1565	\$9.00	\$14,085.00	\$8.25	\$12,911.25
3	2010-I	SUBGRADE TREATMENT, ENGINEERING FABRIC	SY	189.5	\$4.00	\$758.00	\$3.85	\$729.58
4	2010-J	SUBBASE, CRUSHED STONE, MODIFIED	TON	1820	\$23.00	\$41,860.00	\$18.00	\$32,760.00
5	2010-999-A	CRUSHED STONE, SALVAGE AND PLACE	TON	120	\$10.00	\$1,200.00	\$7.00	\$840.00
6	2010-999-B	LANDSCAPE ROCK, 3/4" DIA	TON	42	\$40.00	\$1,680.00	\$90.00	\$3,780.00
7	4020-A-1	STORM SEWER, TRENCHED, DUAL WALL HDPE, 8" DIA.	LF	36	\$30.00	\$1,080.00	\$25.00	\$900.00
8	4020-A-1	STORM SEWER, TRENCHED, DUAL WALL HDPE, 10" DIA.	LF	85	\$40.00	\$3,400.00	\$27.00	\$2,295.00
9	6010-B	INTAKE, SW-512, 24" DIA, WITH PCC BOXOUT	EA	1	\$4,000.00	\$4,000.00	\$3,200.00	\$3,200.00
10	6010-B	INTAKE, SW-512, 12" DIA	EA	1	\$3,100.00	\$3,100.00	\$2,700.00	\$2,700.00
11	6010-G	CONNECTION TO EXISTING INTAKE	EA	1	\$850.00	\$850.00	\$800.00	\$800.00
12	7010-A	PAVEMENT, PCC, REINFORCED, 8" THICK	SY	40.6	\$100.00	\$4,060.00	\$88.50	\$3,593.10
13	7010-A	PAVEMENT, PCC, REINFORCED, 7" THICK	SY	93.3	\$96.00	\$8,956.80	\$77.00	\$7,184.10
14	7010-E	CURB AND GUTTER, PCC, 2'+/- WIDE, 7" THICK	LF	162.5	\$32.00	\$5,200.00	\$35.00	\$5,687.50
15	7020-B	PAVEMENT, ASPHALT, 4" THICK	SY	2785.2	\$34.00	\$94,696.80	\$28.00	\$77,985.60
16	7030-A	REMOVAL OF SIDEWALK	SY	211.1	\$10.00	\$2,111.00	\$5.00	\$1,055.50
17	7030-E	SIDEWALK, PCC, REINFORCED, 6" THICK	SY	301.9	\$84.00	\$25,359.60	\$68.00	\$20,529.20
18	7030-F	BRICK/PAVER SIDEWALK BAND, SALVAGE AND REPLACE	LS	1	\$1,250.00	\$1,250.00	\$1,800.00	\$1,800.00
19	7030-G	DETECTABLE WARNING	SF	22	\$52.00	\$1,144.00	\$63.00	\$1,386.00
20	7040-H	PAVEMENT REMOVAL	SY	2605.6	\$8.00	\$20,844.80	\$4.75	\$12,376.60
21	7040-I	CURB AND GUTTER REMOVAL	LF	15	\$10.00	\$150.00	\$10.00	\$150.00
22	7999-A	WHEEL STOP	EA	29	\$250.00	\$7,250.00	\$170.00	\$4,930.00
23	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	LS	1	\$1,750.00	\$1,750.00	\$2,000.00	\$2,000.00
24	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00
25	8040-A	TRAFFIC SIGNS	EA	6	\$250.00	\$1,500.00	\$225.00	\$1,350.00
26	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	AC	0.09	\$6,000.00	\$540.00	\$6,000.00	\$540.00
27	11,020-A	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00
		TOTAL BID				\$265,866.00		\$212,511.00

Event Center Parking Lot Improvements - #23-500 (#8596928)

Owner: City of Oelwein
08/10/2023 10:00 AM CDT

Item 6.

Skyline Construction, Inc.		Eastern Iowa Excavating and Concrete		Rausch Const. Inc.		Pirc-Tobin Construction Inc		Offset Construction	
Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
\$30.00	\$2,040.00	\$44.25	\$3,009.00	\$25.00	\$1,700.00	\$50.00	\$3,400.00	\$45.00	\$3,060.00
\$6.55	\$10,250.75	\$14.25	\$22,301.25	\$12.99	\$20,329.35	\$7.50	\$11,737.50	\$15.00	\$23,475.00
\$4.50	\$852.75	\$3.85	\$729.58	\$5.00	\$947.50	\$2.15	\$407.43	\$6.50	\$1,231.75
\$19.95	\$36,309.00	\$19.50	\$35,490.00	\$18.50	\$33,670.00	\$20.00	\$36,400.00	\$22.00	\$40,040.00
\$9.95	\$1,194.00	\$4.00	\$480.00	\$10.00	\$1,200.00	\$20.00	\$2,400.00	\$8.00	\$960.00
\$45.00	\$1,890.00	\$33.15	\$1,392.30	\$60.00	\$2,520.00	\$50.00	\$2,100.00	\$43.00	\$1,806.00
\$42.50	\$1,530.00	\$44.00	\$1,584.00	\$30.00	\$1,080.00	\$45.00	\$1,620.00	\$48.00	\$1,728.00
\$46.50	\$3,952.50	\$44.50	\$3,782.50	\$30.00	\$2,550.00	\$45.00	\$3,825.00	\$56.00	\$4,760.00
\$2,350.00	\$2,350.00	\$1,800.00	\$1,800.00	\$4,750.00	\$4,750.00	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00
\$2,150.00	\$2,150.00	\$1,450.00	\$1,450.00	\$3,000.00	\$3,000.00	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00
\$695.00	\$695.00	\$525.00	\$525.00	\$1,250.00	\$1,250.00	\$650.00	\$650.00	\$1,500.00	\$1,500.00
\$90.00	\$3,654.00	\$100.00	\$4,060.00	\$76.50	\$3,105.90	\$105.00	\$4,263.00	\$100.00	\$4,060.00
\$80.00	\$7,464.00	\$73.00	\$6,810.90	\$69.76	\$6,508.61	\$90.00	\$8,397.00	\$86.00	\$8,023.80
\$40.00	\$6,500.00	\$27.75	\$4,509.38	\$30.00	\$4,875.00	\$50.00	\$8,125.00	\$46.00	\$7,475.00
\$28.25	\$78,681.90	\$28.00	\$77,985.60	\$33.90	\$94,418.28	\$27.50	\$76,593.00	\$26.77	\$74,559.80
\$10.00	\$2,111.00	\$11.50	\$2,427.65	\$5.00	\$1,055.50	\$30.00	\$6,333.00	\$7.00	\$1,477.70
\$69.95	\$21,117.91	\$63.50	\$19,170.65	\$63.00	\$19,019.70	\$110.00	\$33,209.00	\$75.00	\$22,642.50
\$500.00	\$500.00	\$985.00	\$985.00	\$1,250.00	\$1,250.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00
\$60.00	\$1,320.00	\$44.25	\$973.50	\$50.60	\$1,113.20	\$60.00	\$1,320.00	\$50.00	\$1,100.00
\$6.50	\$16,936.40	\$6.00	\$15,633.60	\$4.00	\$10,422.40	\$6.00	\$15,633.60	\$3.00	\$7,816.80
\$5.00	\$75.00	\$25.25	\$378.75	\$10.00	\$150.00	\$10.00	\$150.00	\$50.00	\$750.00
\$200.00	\$5,800.00	\$285.00	\$8,265.00	\$150.00	\$4,350.00	\$200.00	\$5,800.00	\$150.00	\$4,350.00
\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$2,750.00	\$2,750.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,100.00	\$3,100.00
\$240.00	\$1,440.00	\$55.00	\$330.00	\$300.00	\$1,800.00	\$250.00	\$1,500.00	\$385.00	\$2,310.00
\$6,000.00	\$540.00	\$10,000.00	\$900.00	\$8,000.00	\$720.00	\$18,000.00	\$1,620.00	\$25,000.00	\$2,250.00
\$17,101.00	\$17,101.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$13,250.00	\$13,250.00	\$25,000.00	\$25,000.00
	\$229,955.21		\$232,373.65		\$237,535.44		\$252,783.53		\$252,876.35

Event Center Parking Lot Improvements - #23-500 (#8596928)

Owner: City of Oelwein

08/10/2023 10:00 AM CDT

Item 6.

Matt Construction		JQ Construction LLC		Baker Enterprises, Inc.		Tschiggfrie Exc. Co.		Midwest Concrete Inc.		Shift Companies	
Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
\$25.25	\$1,717.00	\$20.00	\$1,360.00	\$40.00	\$2,720.00	\$72.00	\$4,896.00	\$40.00	\$2,720.00	\$75.00	\$5,100.00
\$10.10	\$15,806.50	\$8.00	\$12,520.00	\$10.00	\$15,650.00	\$11.00	\$17,215.00	\$21.00	\$32,865.00	\$14.00	\$21,910.00
\$2.53	\$479.44	\$4.50	\$852.75	\$3.00	\$568.50	\$4.50	\$852.75	\$6.15	\$1,165.43	\$4.00	\$758.00
\$23.23	\$42,278.60	\$20.20	\$36,764.00	\$20.50	\$37,310.00	\$23.00	\$41,860.00	\$21.00	\$38,220.00	\$23.00	\$41,860.00
\$20.20	\$2,424.00	\$10.00	\$1,200.00	\$7.00	\$840.00	\$7.50	\$900.00	\$19.50	\$2,340.00	\$10.00	\$1,200.00
\$45.45	\$1,908.90	\$28.25	\$1,186.50	\$97.00	\$4,074.00	\$46.00	\$1,932.00	\$61.00	\$2,562.00	\$50.00	\$2,100.00
\$15.15	\$545.40	\$27.24	\$980.64	\$32.00	\$1,152.00	\$39.00	\$1,404.00	\$75.00	\$2,700.00	\$150.00	\$5,400.00
\$16.16	\$1,373.60	\$32.85	\$2,792.25	\$34.00	\$2,890.00	\$43.00	\$3,655.00	\$89.00	\$7,565.00	\$150.00	\$12,750.00
\$3,131.00	\$3,131.00	\$3,200.00	\$3,200.00	\$2,900.00	\$2,900.00	\$2,900.00	\$2,900.00	\$3,417.00	\$3,417.00	\$7,500.00	\$7,500.00
\$2,020.00	\$2,020.00	\$2,800.00	\$2,800.00	\$2,300.00	\$2,300.00	\$2,400.00	\$2,400.00	\$2,822.00	\$2,822.00	\$3,500.00	\$3,500.00
\$505.00	\$505.00	\$950.00	\$950.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,570.75	\$1,570.75	\$1,000.00	\$1,000.00
\$84.34	\$3,424.20	\$99.00	\$4,019.40	\$108.00	\$4,384.80	\$110.00	\$4,466.00	\$89.00	\$3,613.40	\$80.00	\$3,248.00
\$80.80	\$7,538.64	\$90.00	\$8,397.00	\$89.00	\$8,303.70	\$95.00	\$8,863.50	\$85.00	\$7,930.50	\$75.00	\$6,997.50
\$55.55	\$9,026.88	\$50.00	\$8,125.00	\$41.00	\$6,662.50	\$43.00	\$6,987.50	\$33.00	\$5,362.50	\$30.00	\$4,875.00
\$28.02	\$78,041.30	\$32.18	\$89,627.74	\$35.00	\$97,482.00	\$28.00	\$77,985.60	\$29.00	\$80,770.80	\$30.00	\$83,556.00
\$22.22	\$4,690.64	\$9.00	\$1,899.90	\$9.00	\$1,899.90	\$9.10	\$1,921.01	\$25.00	\$5,277.50	\$12.00	\$2,533.20
\$77.77	\$23,478.76	\$81.00	\$24,453.90	\$72.00	\$21,736.80	\$68.00	\$20,529.20	\$78.00	\$23,548.20	\$78.00	\$23,548.20
\$2,040.20	\$2,040.20	\$500.00	\$500.00	\$900.00	\$900.00	\$3,500.00	\$3,500.00	\$2,730.00	\$2,730.00	\$5,200.00	\$5,200.00
\$60.60	\$1,333.20	\$45.00	\$990.00	\$50.00	\$1,100.00	\$46.00	\$1,012.00	\$45.00	\$990.00	\$50.00	\$1,100.00
\$14.14	\$36,843.18	\$9.00	\$23,450.40	\$7.00	\$18,239.20	\$10.00	\$26,056.00	\$10.35	\$26,967.96	\$11.25	\$29,313.00
\$15.15	\$227.25	\$10.47	\$157.05	\$12.00	\$180.00	\$10.00	\$150.00	\$50.00	\$750.00	\$125.00	\$1,875.00
\$171.70	\$4,979.30	\$225.00	\$6,525.00	\$180.00	\$5,220.00	\$260.00	\$7,540.00	\$231.75	\$6,720.75	\$225.00	\$6,525.00
\$2,008.89	\$2,008.89	\$1,491.75	\$1,491.75	\$2,100.00	\$2,100.00	\$1,600.00	\$1,600.00	\$7,622.00	\$7,622.00	\$7,500.00	\$7,500.00
\$1,212.00	\$1,212.00	\$3,000.00	\$3,000.00	\$3,150.00	\$3,150.00	\$3,200.00	\$3,200.00	\$2,472.00	\$2,472.00	\$3,750.00	\$3,750.00
\$227.25	\$1,363.50	\$320.00	\$1,920.00	\$240.00	\$1,440.00	\$320.00	\$1,920.00	\$396.55	\$2,379.30	\$400.00	\$2,400.00
\$3,535.00	\$318.15	\$2,500.00	\$225.00	\$15,750.00	\$1,417.50	\$26,300.00	\$2,367.00	\$28,000.00	\$2,520.00	\$15,000.00	\$1,350.00
\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00	\$22,000.00	\$22,000.00	\$20,000.00	\$20,000.00	\$43,000.00	\$43,000.00
	\$253,715.54		\$254,388.28		\$258,870.90		\$269,112.56		\$297,602.09		\$329,848.90

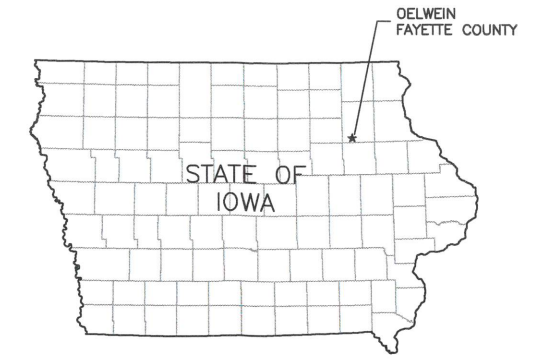
OELWEIN EVENT CENTER PARKING LOT IMPROVEMENTS

FOR CITY OF OELWEIN OELWEIN, IOWA

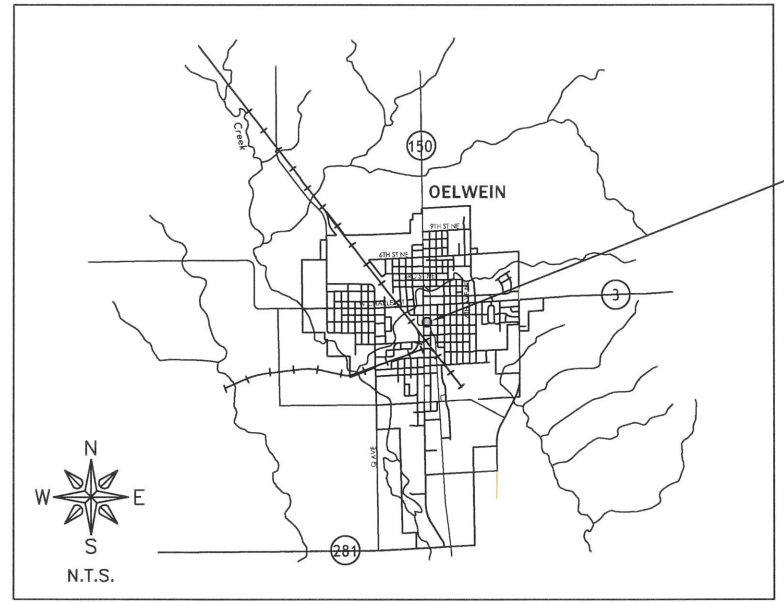
23-500

FAYETTE COUNTY

JULY 2023



Sheet Number	Sheet Title
A.01	TITLE
A.02	LEGEND
C.01	GENERAL NOTES AND ESTIMATED QUANTITIES
C.02	SUPPLEMENTAL SPECIFICATIONS
C.03	NORTH PARKING LOT EXISTING CONDITION AND REMOVAL PLANS
C.04	EAST PARKING LOT EXISTING CONDITION AND REMOVAL PLANS
D.01	NORTH PARKING LOT SITE PLAN
D.02	EAST PARKING LOT SITE PLAN
D.03	NORTH PARKING LOT GRADING AND PAVING PLAN
D.04	EAST PARKING LOT GRADING AND PAVING PLAN
M.01	NORTH PARKING LOT STORMWATER PLAN & PROFILE



LOCATION MAP

OWNER/DEV	CITY OF OELWEIN
ADDRESS	20 2ND AVE. SW
	OELWEIN, IOWA 50662
P#	319-283-5440
F#	319-283-4032

CITY ADMINISTRATION	
MAYOR.....	BRETT DEVORE
COUNCIL MEMBERS.....	DAVID GARRIGUS
	DAVE LENZ
	LYNDA PAYNE
	KAREN SEEDERS
	TOM STEWART
	MATT WEBER
CITY ADMINISTRATOR.....	DYLAN MULFINGER
CITY CLERK.....	BARBARA RIGDON

UTILITIES	
UTILITY TYPE	COMMON NAME
WATER & SEWER	OELWEIN, CITY OF
ELECTRIC	ALLIANT
TELEPHONE	CENTURY LINK
GAS	ALLIANT
CABLE	MEDIACOM

(CONTRACTOR TO BE RESPONSIBLE FOR COORDINATING ANY ADJUSTMENTS TO BE MADE.)

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS IOWA WISCONSIN

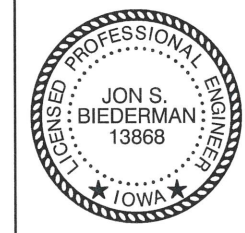
WEST UNION, IOWA
128 S VINE STREET
WEST UNION, IA 52175
P# (563) 422-5131

THE 2023 VERSION OF THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2023), PLUS FEHR GRAHAM SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.



1-800-292-8989
www.iowaonecall.com

BID SET



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.

[Signature] 7/9/2023
Date

Jon S. Biederman, P.E.
License Number 13868
My license renewal date is December 31, 2024.
Pages or sheets covered by this seal: All

ORIGINAL SET FOR PROJECT: 23-500		DATE CREATED: JULY 2023
REVISIONS		
REV. NO.	DESCRIPTION	DATE

ABBREVIATIONS

Table of abbreviations for various engineering terms such as ABC (ANGLE), ACI (AGGREGATE BASE COURSE), and others.

Table of abbreviations for materials and construction terms such as PE (POLYETHYLENE PIPE), PI (POINT OF INTERSECTION), and others.

HATCH PATTERNS

Table of hatch patterns for materials like Earth - Fill, Brick, Steel, Insulation, etc.

SYMBOLS

Table of symbols for Civil, Sanitary Sewer, and Misc categories, including existing and proposed symbols for lines, markers, and structures.

Table of symbols for Water, Storm Sewer, and Erosion Control categories, including existing and proposed symbols for pipes, manholes, and blankets.

Table of symbols for Utility and Traffic Related categories, including existing and proposed symbols for fiber optic lines, poles, and traffic control devices.

Item 6.

Table with 3 columns: REV. NO., DESCRIPTION, DATE.

Table with 2 columns: LEGEND, SET TYPE: BID SET.

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
2. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2023 EDITION PLUS SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS AS PREPARED BY FEHR GRAHAM SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS IF BOUND HEREIN.
3. THE QUANTITIES INDICATED ON THE PROPOSAL FORM ARE APPROXIMATE ONLY, AND DO NOT CONSTITUTE A WARRANTY OR GUARANTEE BY THE JURISDICTION AS TO THE ACTUAL QUANTITIES INVOLVED IN THE WORK. SUCH QUANTITIES ARE TO BE USED FOR THE PURPOSE OF COMPARISON OF BIDS AND DETERMINING THE AMOUNT OF BID SECURITY, CONTRACT, AND PERFORMANCE, PAYMENT, AND MAINTENANCE BOND. IN THE EVENT OF DISCREPANCIES BETWEEN UNIT PRICES AND UNIT PRICE EXTENSIONS LISTED IN A BIDDER'S PROPOSAL, UNIT PRICES SHALL GOVERN AND UNIT PRICE EXTENSIONS SHALL BE CORRECTED, AS NECESSARY, FOR AGREEMENT WITH UNIT PRICES. THE JURISDICTION EXPRESSLY RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES DURING CONSTRUCTION, AND TO MAKE REASONABLE CHANGES IN DESIGN, PROVIDED SUCH CHANGES DO NOT MATERIALLY CHANGE THE INTENT OF THE CONTRACT. THE AMOUNT OF WORK TO BE PAID FOR SHALL BE BASED UPON THE ACTUAL QUANTITIES PERFORMED.
4. CONSTRUCTION SURVEY FOR THIS PROJECT TO BE PROVIDED BY THE OWNER. THE CONTRACTOR IS REQUIRED TO PROVIDE MINIMUM OF TWO BUSINESS DAYS' NOTICE TO THE ENGINEER WHEN REQUESTING STAKES.
5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS.
7. THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND BECOME THOROUGHLY FAMILIAR WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
8. THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
9. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHALL GOVERN. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
11. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL CONFINE HIS WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS. IF THE CONTRACTOR OBTAINS ADDITIONAL EASEMENT FOR THE STORAGE OF EQUIPMENT AND MATERIALS, COPIES OF THE AGREEMENTS WITH THE PROPERTY OWNERS SHALL BE PROVIDED TO THE OWNER.
13. CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE AND STAGING PLAN A MINIMUM OF TWO (2) DAYS PRIOR TO THE PRECONSTRUCTION MEETING.
14. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCESS TO INDIVIDUAL PROPERTIES DURING CONSTRUCTION WHENEVER PRACTICAL. CONTRACTOR SHALL NOTIFY RESIDENTS OF ACCESS RESTRICTIONS MINIMUM OF 24 HOURS PRIOR TO REMOVAL OF EXISTING ACCESS.
15. CONTRACTOR SHALL SUBMIT FOR ACCEPTANCE WORK PLANS AND SCHEDULES FOR ACCOMPLISHMENT OF TEMPORARY AND PERMANENT EROSION CONTROL PRIOR TO THE START OF CONSTRUCTION.
16. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF OELWEIN, AFFECTED UTILITY COMPANIES AND/OR AFFECTED PROPERTY OWNERS WHEN RELOCATING EXISTING FACILITIES, CONNECTING TO EXISTING FACILITIES AND PLACING NEW SERVICES.

Item 6.

ESTIMATED QUANTITIES

NO.	CODE	DESCRIPTION	QUANTITY	UNIT
1	2010-D-3	TOPSOIL, OFF-SITE, 10" THICK	68.00	CY
2	2010-E	EXCAVATION, CLASS 10	1565.00	CY
3	2010-I	SUBGRADE TREATMENT, ENGINEERING FABRIC	189.50	SY
4	2010-J	SUBBASE, CRUSHED STONE, MODIFIED	1810.75	TON
5	2010-999-A	CRUSHED STONE, SALVAGE AND PLACE	120.00	TON
6	2010-999-B	LANDSCAPE ROCK, 3/4" DIA	42.00	TON
7	4020-A-1	STORM SEWER, TRENCHED, DUAL WALL HDPE, 8" DIA.	36.00	LF
8	4020-A-1	STORM SEWER, TRENCHED, DUAL WALL HDPE, 10" DIA.	85.00	LF
9	6010-B	INTAKE, SW-512, 24" DIA, WITH PCC BOXOUT	1.00	EA
10	6010-B	INTAKE, SW-512, 12" DIA	1.00	EA
11	6010-G	CONNECTION TO EXISTING INTAKE	1.00	EA
12	7010-A	PAVEMENT, PCC, REINFORCED, 8" THICK	40.60	SY
13	7010-A	PAVEMENT, PCC, REINFORCED, 7" THICK	93.30	SY
14	7010-E	CURB AND GUTTER, PCC, 2'+/- WIDE, 8" THICK	162.50	LF
15	7020-B	PAVEMENT, ASPHALT, 4" THICK	2785.20	SY
16	7030-A	REMOVAL OF SIDEWALK	211.10	SY
17	7030-E	SIDEWALK, PCC, REINFORCED, 6" THICK	301.90	SY
18	7030-F	BRICK/PAVER SIDEWALK BAND, SALVAGE AND REPLACE	1.00	LS
19	7030-G	DETECTABLE WARNING	22.00	SF
20	7040-H	PAVEMENT REMOVAL	2605.60	SY
21	7040-I	CURB AND GUTTER REMOVAL	15.00	LF
22	7999-A	WHEEL STOP	29.00	EA
23	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1.00	LS
24	8030-A	TEMPORARY TRAFFIC CONTROL	1.00	LS
25	8040-A	TRAFFIC SIGNS	6.00	EA
26	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.09	AC
27	11,020-A	MOBILIZATION	1.00	LS



ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CITY OF OELWEIN
20 2ND AVE. SW
OELWEIN, IOWA 50662

PROJECT AND LOCATION:
OELWEIN EVENT CENTER PARKING
LOT IMPROVEMENTS
OELWEIN, IOWA

DRAWN BY: LTF
APPROVED BY: JSB
DATE: JULY 2023
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
GENERAL NOTES AND ESTIMATED QUANTITIES

SET TYPE: BID SET
G:\C30\23\23-500\Plans\23-500 Plans.dwg, C.01

JOB NUMBER:
23-500

SHE
49

DIVISION 1 – GENERAL PROVISIONS AND COVENANTS

SECTION 1010
1.03 – DEFINITIONS AND TERMS

JURISDICTION: THE JURISDICTION IS THE CITY OF OELWEIN. ANY REFERENCE TO EITHER SHALL BE CONSIDERED ONE IN THE SAME.

SECTION 1020

1.14 – OPENING OF PROPOSALS

ONLY BID TOTALS WILL BE MADE PUBLICLY AVAILABLE AT AND IMMEDIATELY AFTER THE BID OPENING. AN ITEMIZED BID TABULATION WILL BE MADE PUBLICLY AVAILABLE FOR INTERESTED PARTIES AFTER THE PROJECT HAS BEEN AWARDED BY THE OWNER.

SECTION 1030
1.02 – RELEASE OF BID SECURITY

A. THE JURISDICTION SHALL RETAIN THE BID SECURITY OF THE LOWEST THREE BIDDERS. THE BID SECURITIES OF THE THREE LOWEST BIDDERS WILL BE RELEASED AFTER THE JURISDICTION'S APPROVAL OF THE CONTRACT EXECUTED BY THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

SECTION 1040

1.05 – PLANS

SUDAS STANDARD SPECIFICATIONS APPLY. IN ADDITION TO SECTION 1040–1.05 THE FOLLOWING APPLY.

A. CONTRACTOR'S BIDS SHALL BE BASED ON THE FINAL PLANS AND ANY ADDENDUM RECEIVED.
C. CAD FILES OR ELECTRONIC SURFACE INFORMATION WILL BE MADE AVAILABLE AS AN ELECTRONIC FILE TO THE CONTRACTOR FOLLOWING AWARD OF THE PROJECT, SINCE REVISIONS OR ADDITIONS TO ELECTRONIC FILES MAY OCCUR AT ANY TIME, THE CONTRACTOR AGREES TO INDEMNIFY, AND HOLD HARMLESS THE JURISDICTION AND ENGINEER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, DAMAGES OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF ANY ELECTRONIC FILES RECEIVED.

1.06 – INCREASE OR DECREASE OF WORK

B. QUANTITY CHANGE, REGARDLESS OF THE PERCENTAGE INCREASE OR DECREASE OF THE TOTAL BID, SHALL NOT AFFECT THE UNIT BID PRICE OF THAT ITEM.

1.14 – MUNICIPAL TERMINATION FOR CONVENIENCE CLAUSE

J. THE JURISDICTION, BY WRITTEN NOTICE, MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART, WHEN IT IS IN THE JURISDICTION'S INTEREST. IF THIS CONTRACT IS TERMINATED, THE RIGHTS, DUTIES, AND OBLIGATIONS OF THE PARTIES, INCLUDING COMPENSATION TO THE CONTRACTOR, SHALL BE AS AGREED AS FOLLOWS: A REASONABLE PRORATION COMPENSATING CONTRACTOR FOR WORK PERFORMED AS DETERMINED BY THE JURISDICTION'S ENGINEER FOLLOWING THE NOTICE AND PROCEDURE OUTLINED HEREIN: AFTER RECEIPT OF A NOTICE OF TERMINATION, AND EXCEPT AS OTHERWISE DIRECTED BY THE JURISDICTION, THE CONTRACTOR SHALL IMMEDIATELY PROCEED WITH THE FOLLOWING OBLIGATIONS, REGARDLESS OF ANY DELAY IN DETERMINING OR ADJUSTING ANY AMOUNTS DUE UNDER THIS CLAUSE:
A. STOP WORK AS SPECIFIED IN THE NOTICE.

B. PLACE NO FURTHER SUBCONTRACTS OR ORDERS (REFERRED TO AS SUBCONTRACTS IN THIS CLAUSE) FOR MATERIALS, SERVICES, OR FACILITIES EXCEPT AS NECESSARY TO COMPLETE THE CONTINUED PORTION OF THE CONTRACT.
C. TERMINATE ALL SUBCONTRACTS TO THE EXTENT THEY RELATE TO THE WORK TERMINATED.

D. ASSIGN TO THE JURISDICTION, ALL RIGHT, TITLE, AND INTEREST OF THE CONTRACTOR UNDER THE SUBCONTRACTS TERMINATED, IN WHICH CASE THE GOVERNMENT SHALL HAVE THE RIGHT TO SETTLE OR TO PAY ANY TERMINATION SETTLEMENT PROPOSAL ARISING OUT OF THOSE TERMINATIONS.

E. WITH APPROVAL OR RATIFICATION TO THE EXTENT REQUIRED BY THE JURISDICTION, SETTLE ALL OUTSTANDING LIABILITIES AND TERMINATE ALL SETTLEMENT PROPOSALS ARISING FROM THE TERMINATION OF SUBCONTRACTS; THE APPROVAL OR RATIFICATION WILL BE FINAL FOR PURPOSES OF THIS CLAUSE.

F. AS DIRECTED BY THE JURISDICTION, TRANSFER TITLE AND DELIVER TO THE GOVERNMENT--

1. THE FABRICATED OR UNFABRICATED PARTS, WORK IN PROCESS, COMPLETED WORK, SUPPLIES, AND OTHER MATERIAL PRODUCED OR ACQUIRED FOR THE WORK TERMINATED.

2. THE COMPLETED OR PARTIALLY COMPLETED PLANS, DRAWINGS, INFORMATION, AND OTHER PROPERTY THAT, IF THE CONTRACT HAD BEEN COMPLETED, WOULD BE REQUIRED TO BE FURNISHED TO THE GOVERNMENT.

G. COMPLETE THE PORTION OF THE WORK NOT TERMINATED.

H. TAKE ANY ACTION THAT MAY BE NECESSARY, OR THAT THE JURISDICTION MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE PROPERTY RELATED TO THIS CONTRACT THAT IS IN THE POSSESSION OF THE CONTRACTOR AND IN WHICH THE JURISDICTION HAS OR MAY ACQUIRE AN INTEREST.

I. USE ITS BEST EFFORTS TO SELL, AS DIRECTED OR AUTHORIZED BY THE JURISDICTION, ANY PROPERTY OF THE TYPES REFERRED TO IN THIS TERMINATION FOR CONVENIENCE CLAUSE; PROVIDED, HOWEVER, THAT THE CONTRACTOR
1. IS NOT REQUIRED TO EXTEND CREDIT TO ANY PURCHASER.
2. MAY ACQUIRE TITLE TO ANY PROPERTY UNDER THE CONDITIONS PRESCRIBED BY, AND AT PRICES APPROVED BY, THE JURISDICTION. THE PROCEEDS OF ANY TRANSFER OR DISPOSITION WILL BE APPLIED TO REDUCE ANY PAYMENTS TO BE MADE BY THE GOVERNMENT UNDER THIS CONTRACT, CREDITED TO THE PRICE OR COST OF THE WORK, OR PAID IN ANY OTHER MANNER DIRECTED BY THE JURISDICTION.

J. THE CONTRACTOR SHALL SUBMIT COMPLETE TERMINATION INVENTORY SCHEDULES NO LATER THAN 120 DAYS FROM THE EFFECTIVE DATE OF TERMINATION, UNLESS EXTENDED IN WRITING BY THE JURISDICTION UPON WRITTEN REQUEST OF THE CONTRACTOR WITHIN THIS 120-DAY PERIOD.

K. AFTER TERMINATION, THE CONTRACTOR SHALL SUBMIT A FINAL TERMINATION SETTLEMENT PROPOSAL TO THE JURISDICTION. THE CONTRACTOR SHALL SUBMIT THE PROPOSAL PROMPTLY, BUT NO LATER THAN 1 YEAR FROM THE EFFECTIVE DATE OF TERMINATION, UNLESS EXTENDED IN WRITING BY THE JURISDICTION UPON WRITTEN REQUEST OF THE CONTRACTOR WITHIN THIS 1-YEAR PERIOD. HOWEVER, IF THE JURISDICTION DETERMINES THAT THE FACTS JUSTIFY IT, A TERMINATION SETTLEMENT PROPOSAL MAY BE RECEIVED AND ACTED ON AFTER 1 YEAR OR ANY EXTENSION. IF THE CONTRACTOR FAILS TO SUBMIT THE PROPOSAL WITHIN THE TIME ALLOWED, THE JURISDICTION OFFICER MAY DETERMINE, ON THE BASIS OF INFORMATION AVAILABLE, THE AMOUNT, IF ANY, DUE THE CONTRACTOR BECAUSE OF THE TERMINATION AND SHALL PAY THE AMOUNT DETERMINED.

L. AFTER RECEIPT OF THE FINAL TERMINATION PROPOSAL, THE PROPOSAL WILL BE REVIEWED BY THE JURISDICTION'S ENGINEER, AND A FINAL DETERMINATION RECOMMENDATION BY THE ENGINEER SHALL BE FINAL AND AGREED TO SETTLEMENT.

M. IF THE TERMINATION IS PARTIAL, THE CONTRACTOR MAY FILE A PROPOSAL WITH THE JURISDICTION FOR AN EQUITABLE ADJUSTMENT OF THE PRICE(S) OF THE CONTINUED PORTION OF THE CONTRACT. THE JURISDICTION SHALL MAKE ANY EQUITABLE ADJUSTMENT AGREED UPON. ANY PROPOSAL BY THE CONTRACTOR FOR AN EQUITABLE ADJUSTMENT UNDER THIS CLAUSE SHALL BE REQUESTED WITHIN 90 DAYS FROM THE EFFECTIVE DATE OF TERMINATION UNLESS EXTENDED IN WRITING BY THE JURISDICTION.

SECTION 1050
1.03 – COOPERATION BY THE CONTRACTOR – SPECIAL ATTENTION TO THIS SECTION IS REQUESTED OF ALL BIDDING CONTRACTORS

1.10 – LINE AND GRADE STAKES

A. THE CONTRACTOR IS REQUIRED TO PROVIDE MINIMUM OF TWO BUSINESS DAYS' NOTICE TO THE ENGINEER WHEN REQUESTING STAKES.

1.12 – SALVAGE

A. ALL ASPHALT SURFACING SHALL BE HAULED TO THE CITY OF OELWEIN PUBLIC WORKS FACILITY AT 4TH STREET SW AND 7TH AVENUE SW. ALL OTHER MATERIALS REMOVED SHALL BECOME PROPERTY OF THE CONTRACTOR TO PROPERLY DISPOSE OF.

SECTION 1060

1.04 – STORAGE OF MATERIALS

THE PROJECT LOCATION MAY BE USED AS A STAGING AREA FOR STORAGE OF EQUIPMENT AND MATERIALS FOR THIS PROJECT. OTHER AREAS USED BY THE CONTRACTOR SHALL BE RETURNED TO A CONDITION SIMILAR TO THAT PRIOR TO CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO: SMOOTHING ANY RUTS, REMOVING ALL TRASH AND DEBRIS, RESEEDING THE AREA, AND REPLACING ANY DAMAGED SURFACING. NO PAYMENT WILL BE MADE FOR WORK OR MATERIALS REQUIRED TO RETURN STAGING AREA TO PRECONSTRUCTION CONDITION.

SECTION 1070

2.02 – CONVENIENCE AND SAFETY – SPECIAL ATTENTION TO THIS SECTION IS REQUESTED OF ALL BIDDING CONTRACTORS
C. WORK SHALL BE COMPLETED IN A MANNER THAT WILL CAUSE THE LEAST INCONVENIENCE AND ANNOYANCE TO THE PUBLIC AND PROPERTY OWNERS ABUTTING THE WORK AREA AND SHALL PROVIDE ACCESS TO THE ABUTTING PROPERTY TO THE GREATEST EXTENT PRACTICABLE. CONTRACTOR SHALL NOTIFY PROPERTY OWNERS A MINIMUM OF 48 HOURS IN ADVANCE WHEN ACCESS WILL BE RESTRICTED TO THEIR PROPERTIES.

2.06 – TRAFFIC CONTROL

A. 3. TRAFFIC CONTROL SHALL BE PAID FOR BY LUMP SUM AS SPECIFIED IN SECTION 8030 AND SHALL INCLUDE ANY AND ALL TRAFFIC CONTROL USED ON THE PROJECT AS OUTLINED IN SECTION 8030, INCLUDING BUT NOT LIMITED TO FLAGGERS, PILOT CARS, SIGNS, BARRICADES, SAFETY CLOSURES, ETC., IF NECESSARY. THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR TRAFFIC CONTROL AND HOLD BOTH THE JURISDICTION AND THE JURISDICTIONAL ENGINEER HARMLESS.

2.13 – BORROW AND WASTE SITES

A. CONTRACTOR SHALL SECURE AND OPERATE, AT ITS OWN EXPENSE, SITES FOR DISPOSAL OF CLASS 12 ROCK EXCAVATION, STRUCTURES, PCC, AND RUBBISH AND DEBRIS. CONTACT FOR POSSIBLE ACCEPTANCE OF PCC: GREG BRYAN, CELL 319.239.1336. GREG WILL HAVE A DISPOSAL FEE, DISCUSS WITH HIM PRIOR TO PREPARING BID.

3.01 – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

B. PRODUCTS AND COMPLETED OPERATIONS SHALL BE MAINTAINED FOR THE DURATION OF THE WORK; AND SHALL BE FURTHER MAINTAINED FOR A MINIMUM PERIOD OF TWO (2) YEARS AFTER FINAL ACCEPTANCE AND PAYMENT.

3.02 – INSURANCE REQUIREMENTS

C. 2. U. NOT APPLICABLE.
6. ADDITIONAL INSURED ENDORSEMENTS –
C. SEE SECTION 1070, PART 3.06 FOR INFORMATION ON ALL REQUIRED ENDORSEMENTS WHICH INCLUDE NAMING OF THE JURISDICTION AS AN ADDITIONAL INSURED, CANCELLATION AND MATERIAL CHANGE ENDORSEMENT, AND NONWAIVER OF GOVERNMENTAL IMMUNITY.

3.05 – PROPERTY INSURANCE – NOT APPLICABLE

SECTION 1080

1.02 – CONTRACT TIME

A. 3. CONTRACTOR SHALL FULLY COMPLETE THE PROJECT BY OCTOBER 27, 2023.

SECTION 1090

1.05 – PROGRESS PAYMENTS

D. PARTIAL PAY ESTIMATES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER BY THE THURSDAY FOLLOWING THE LAST SATURDAY OF THE MONTH FOR WORK COMPLETED THROUGH THE LAST SATURDAY OF THE MONTH.

DIVISION 2 – EARTHWORK

SECTION 2010

1.03 – SUBMITTALS

A. THE JURISDICTIONAL ENGINEER HEREBY REQUESTS THAT ALL MATERIALS TO BE INCORPORATED INTO THE WORK HAVE CERTIFICATIONS FURNISHED WHICH SHOW THAT THE MATERIALS COMPLY WITH SPECIFICATIONS PRIOR TO ANY CONSTRUCTION.

1.08 – MEASUREMENT AND PAYMENT

D. 3.A. THICKNESS SHALL BE AS SPECIFIED ON PLANS.

E. 1.B. NO ADDITIONAL MEASUREMENTS WILL BE MADE; PAYMENT QUANTITY SHALL BE PLAN QUANTITY.

1.C. ESTIMATES OF EARTHWORK FOR THE PROJECT ARE AS FOLLOWS: FILL REQUIRED (SHRINKAGE FACTOR OF 1.3 USED IN CALCULATING) – 0 CY; CUT MATERIAL – 1565 CY; BALANCE – 1565 CY EXCESS (WASTE). CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER REMOVAL AND DISPOSAL OF THE EXCESS EXCAVATED MATERIAL. THE VOLUME IS CALCULATED BETWEEN THE DATUM SURFACE AND THE EXISTING SURFACE WITH THE EXISTING PAVEMENT VOLUME DEDUCTED. THE DATUM SURFACE IS THE TOP OF PROPOSED SUBGRADE.

3. E. NO ADDITIONAL PAYMENT WILL BE MADE FOR HAULING OF SALVAGED EXCAVATED MATERIAL, AS NOTED IN SECTION 1050, 1.12, AS IT SHALL BE INCIDENTAL TO CLASS 10 EXCAVATION.

3. F. EXCAVATION SHALL INCLUDE SUBGRADE PREPARATION AT NO ADDITIONAL COST.
3. G. CONTRACTOR TO COMPLETE PROOF ROLLING AS REQUIRED IN PART 3.06, B. NO ADDITIONAL PAYMENT WILL BE MADE FOR PROOF ROLLING, AS IT SHALL BE INCIDENTAL TO THE EXCAVATION BID ITEM.

G. 2. NO SEPARATE PAYMENT SHALL BE MADE FOR SUBGRADE PREPARATION AS IT SHALL BE INCIDENTAL TO THE EXCAVATION.

I. SUBGRADE TREATMENT:
1. MEASUREMENT: THE FOOTPRINT AREA OF THE LANDSCAPE ROCK WILL BE MEASURED IN SQUARE YARDS.
3. INCLUDES: ALSO INCLUDES ANCHORS FOR FABRIC.
J. SUBBASE:

1. MEASUREMENT SHALL BE BY THE TON OF MATERIAL PLACED BASED ON WEIGHT TICKETS. PLACEMENT BEYOND THAT INDICATED IN THE PLANS OR AS DIRECTED BY THE ENGINEER WILL BE MEASURED AND CONVERTED TO TONS USING A FACTOR OF 140 LBS./CU.FT. AND DEDUCTED FROM THE WEIGHT INDICATED BY THE TICKET TOTALS. MODIFIED SUBBASE, IDOT GRADATION #14, SHALL BE USED.

999-A CRUSHED STONE, SALVAGE AND PLACE
a. MEASUREMENT: CRUSHED STONE SALVAGED AND PLACED SHALL BE MEASURED IN TONS BASED ON AREA AND THICKNESS AND UNIT WEIGHT OF 140 LB/CUBIC FOOT.

b. PAYMENT: PAYMENT WILL BE AT THE UNIT PRICE PER TON FOR THE FOR THE QUANTITY OF CRUSHED STONE SALVAGED AND PLACED.
c. INCLUDES: WORK INCLUDES, BUT IS NOT LIMITED TO, REMOVAL OF CRUSHED STONE, STOCKPILE ON SITE, PLACEMENT AND COMPACTION AS PAVING BASE.

999-B LANDSCAPE ROCK, 3/4" DIA.
a. MEASUREMENT: MEASUREMENT WILL BE IN TONS FOR THE QUANTITY OF GRANULAR STABILIZATION MATERIAL REQUIRED FOR THE AREA AND THICKNESS INDICATED ON THE PLANS.

b. PAYMENT: PAYMENT WILL BE AT THE UNIT PRICE PER TON FOR THE FOR THE QUANTITY OF LANDSCAPE ROCK FURNISHED AND PLACED.
c. INCLUDES: WORK INCLUDES, BUT IS NOT LIMITED TO, FURNISHING AND PLACING LANDSCAPE ROCK TO FINISHED GRADE. PRODUCT SHALL BE RIVER ROCK, DECORATIVE, WITH NO STONES LARGER THAN 3/4" DIAMETER. MATERIAL SHALL BE APPROVED BY OWNER PRIOR TO DELIVERY. PROVIDE MINIMUM 10 LB. SAMPLE FOR APPROVAL.

2.04 – FOUNDATION MATERIALS
C. SUBGRADE TREATMENT:
6. GEOTEXTILES: COMPLY WITH IDOT STANDARD SPEC. TABLE 4196.01-3 (FABRIC FOR USE AS EMBANKMENT EROSION CONTROL) FOR FABRIC BELOW LANDSCAPE ROCK.

3.04 – EMBANKMENT CONSTRUCTION
E. TYPE A COMPACTION REQUIRED FOR ALL EMBANKMENT CONSTRUCTION AND SUBGRADE PREPARATION.
3.06 – SUBGRADE PREPARATION

A. 1. DISK OF THE SIZE INDICATED IN SECTION 2010, PART 3.04. C. 4 SHALL BE USED TO TURN AND MIX ALL SOILS IN CUT OR FILL SECTIONS. TYPE A COMPACTION REQUIRED FOR ALL SUBGRADE PREPARATION.

DIVISION 3 – TRENCH AND BACKFILL
SECTION 3010
1.07 – SUBMITTALS
B. RESULTS OF STANDARD PROCTOR AND IN-PLACE DENSITY TESTS WILL NOT BE REQUIRED.

2.02 – BEDDING MATERIAL
A. 1. USE CLEAN STONE FOR PIPE ENVELOPE IN WET TRENCH OR AS DIRECTED BY THE ENGINEER. IOWA DOT GRADATION NO. 11, 12 OR 31 SHALL BE USED FOR PIPE ENVELOPE IN DRY TRENCH UNLESS OTHERWISE DIRECTED BY THE ENGINEER. CONTRACTOR SHALL NOTE ON WEIGH TICKETS USE OF MATERIAL AND SHALL STOCKPILE SEPARATE FROM STREET SUBBASE.

3.05 – PIPE BEDDING AND BACKFILL
PIPE EMBEDMENT REQUIREMENTS FOR RIGID GRAVITY PIPE:
RCP: CLASS R-1
RCAP AND RCEP: CLASS R-5
PIPE EMBEDMENT REQUIREMENTS FOR FLEXIBLE GRAVITY PIPE:
DIP: CLASS F-1

PVC TRUSS PIPE AND DR18: CLASS F-2
HDPE SINGLE & DUAL WALL, PVC GRAVITY PIPE (SDR 23.5, 26, 35): CLASS F-3
PIPE EMBEDMENT REQUIREMENTS FOR PRESSURE PIPE:
DIP: CLASS P-1
PVC DR18: CLASS P-3

3.07 – DRAINAGE TILE REPAIR
CONTRACTOR SHALL REPAIR ANY DRAINAGE TILE DAMAGED BY TRENCHING OPERATIONS. DAMAGED DRAINAGE TILE SHALL BE REPAIRED WITH SCHEDULE 40 PVC OF THE SAME NOMINAL INTERIOR DIAMETER AS THE EXISTING DRAINAGE TILE. A MINIMUM 2' LENGTH OF PIPE ON EACH SIDE OF THE TRENCH SHALL BE PLACED ON UNDISTURBED GROUND. PVC REPAIR SECTION SHALL BE ABUTTED TO EXISTING TILE ENDS WITH 1/8" MAXIMUM JOINT SPACING AND JOINT WRAPPED WITH ENGINEERING FABRIC. TRENCH BACKFILL BELOW TILE REPAIR SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY. GRANULAR PIPE ENVELOPE WILL NOT BE REQUIRED FOR TILE REPAIR. DRAINAGE TILES SHALL BE REPLACED SO THAT THE FORMER GRADIENT AND ALIGNMENT IS RESTORED. CONTRACTOR SHALL FURNISH ALL MATERIALS. DRAINAGE TILE REPAIR SHALL BE INCIDENTAL FOR ALL TILE REPAIRS WITH TILE CROSSING TRENCH PERPENDICULAR PLUS OR MINUS 70 DEGREES TO THE TRENCH UNLESS OTHERWISE INDICATED IN THE PLANS OR CONTRACT DOCUMENTS. REPAIR OF TILE CROSSINGS WITHIN 20 DEGREES OF PARALLEL TO THE TRENCH SHALL HAVE A SEPARATE PAYMENT ITEM.

DIVISION 4 – SEWERS AND DRAINS
SECTION 4020
1.03 – SUBMITTALS
A. THE JURISDICTIONAL ENGINEER HEREBY REQUESTS THAT ALL MATERIALS TO BE INCORPORATED INTO THE WORK HAVE CERTIFICATIONS FURNISHED WHICH SHOW THAT THE MATERIALS COMPLY WITH SPECIFICATIONS PRIOR TO ANY CONSTRUCTION.

1.08 – MEASUREMENT AND PAYMENT
A. 1. A. MEASURE EACH SIZE AND TYPE OF PIPE INSTALLED FROM INSIDE WALL OF INTAKE/MANHOLE TO INSIDE WALL OF INTAKE/MANHOLE.

2.01 – STORM SEWERS
A. 2. STORM SEWER MAIN TO BE DUAL WALL HDPE.

DIVISION 6 – STRUCTURES FOR SANITARY AND STORM
SECTION 6010
1.03 – SUBMITTALS
THE JURISDICTIONAL ENGINEER HEREBY REQUESTS THAT ALL MATERIALS TO BE INCORPORATED INTO THE WORK HAVE CERTIFICATIONS FURNISHED WHICH SHOW THAT THE MATERIALS COMPLY WITH SPECIFICATIONS PRIOR TO ANY CONSTRUCTION.

1.08 – MEASUREMENT AND PAYMENT
B. 3. ALSO INCLUDES 5' X 5' PCC BOXOUT PER SUDAS DETAIL PV-103 FOR ONE INTAKE AS SPECIFIED AND PER BID ITEM. OTHER INTAKES DOES NOT REQUIRE PCC BOXOUT.

DIVISION 7 – STREETS & RELATED WORK
SECTION 7010
1.03 – SUBMITTALS

ALL SUBMITTALS LISTED IN THE STANDARD SPECIFICATIONS SHALL BE PROVIDED.
D. CERTIFIED PLANT INSPECTION BY THE CONTRACTOR IS NOT REQUIRED ON THIS PROJECT.
STANDARD IOWA DOT PLANT REPORT FORMS SHALL BE COMPLETED BY THE CONTRACTOR/SUPPLIER AND THE JURISDICTIONAL ENGINEER WEEKLY. IOWA DOT STANDARD FORM 830212 FOR READY MIX CONCRETE SHALL BE COMPLETED FOR EACH LOAD FOR COLLECTION AT THE GRADE.

Item 6.

1.08 – MEASUREMENT AND PAYMENT
E. 3. INCLUDES RT JOINT FOR CONNECTION TO ADJACENT PCC.
I. 1. CONTRACTOR WILL NOT BE REQUIRED TO PERFORM PLASTIC CONCRETE TESTING, AIR, SLUMP, CYLINDERS, AND/OR BEAMS TO BE COMPLETED BY THE JURISDICTIONAL ENGINEER. CONTRACTOR SHALL PROVIDE MATERIALS FOR THESE TESTS.

2. NO ADDITIONAL PAYMENT WILL BE MADE FOR MATURITY TESTING, AS THIS SHALL BE INCIDENTAL TO THE PCC PAVEMENT BID ITEM.
3. JURISDICTIONAL ENGINEER RESERVES THE RIGHT TO REQUIRE THICKNESS CORES IF PAVING OPERATIONS OR EDGE THICKNESS INDICATE A THICKNESS DEFICIENCY. IF CORES NOT REQUIRED, THIS BID ITEM WILL BE DELETED.

2.01 – MATERIALS
H. ALL METALLIC BARS SHALL BE EPOXY COATED WITH CUT ENDS SEALED.

2.02 – MIX DESIGN
A. 1. MINIMUM COMPRESSIVE STRENGTH SHALL BE 4,500 PSI AT 28 DAYS. CONTRACTOR MAY USE CLASS M, C–SUD, OR CV–SUD MIXES, BUT NO ADDITIONAL PAYMENT SHALL BE MADE FOR THESE MIXES.

SECTION 7020
1.03 – SUBMITTALS
ALL SUBMITTALS LISTED IN THE STANDARD SPECIFICATIONS SHALL BE PROVIDED.
2.01 – ASPHALT MATERIALS
A. USE THE FOLLOWING MATERIALS FOR THE BASE AND SURFACE COURSE:
1. BASE (2.5" THICK): HMA STANDARD TRAFFIC (ST), 3/4", PG 58–28S
2. SURFACE (1.5" THICK): HMA STANDARD TRAFFIC (ST), 1/2", PG 58–28S

SECTION 7030
1.08 – MEASUREMENT AND PAYMENT
E. 3. INCLUDES EPOXY COATED REBAR AT DIMENSIONS SPECIFIED ON PLANS.
F. 1. MEASUREMENT: LUMP SUM MEASUREMENT; NO MEASUREMENT WILL BE MADE.
2. PAYMENT: PAYMENT WILL BE AT THE CONTRACT LUMP SUM PRICE.
3. INCLUDES: UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, REMOVAL OF BRICKS IN GOOD CONDITION, STORAGE UNTIL REPLACED, FORMING OF NEW PCC FOR BRICK PATTERN (PCC BASE BELOW BRICK PAID WITH SIDEWALK ITEM), BRICK PLACEMENT, SAND JOINT FILL.

I. CONTRACTOR WILL NOT BE REQUIRED TO PERFORM PLASTIC CONCRETE TESTING, AIR, SLUMP, CYLINDERS, AND/OR BEAMS TO BE COMPLETED BY THE JURISDICTIONAL ENGINEER. CONTRACTOR SHALL PROVIDE MATERIALS FOR THESE TESTS.

2.01 – PORTLAND CEMENT CONCRETE MIX
A. CLASS C, 4,500 PSI AT 28 DAYS COMPRESSIVE STRENGTH REQUIRED.

2.07 – DETECTABLE WARNINGS
A. DETECTABLE WARNINGS SHALL BE PRE-MANUFACTURED PANELS. PANELS SHALL BE UNCOATED CAST IRON.
3.04 – PCC RECREATIONAL TRAILS, SIDEWALKS, AND DRIVEWAYS

F. 2. B. 3. ALL TRANSVERSE CONTRACTION JOINTS SHALL BE SAWED. JOINTS MAY BE SAWED AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO ALLOW SAWING WITHOUT RAVELING. MOVING OF AGGREGATE, OR SCUFFING THE FINISHED SURFACE, BUT WITHIN 24 HOURS OF PLACEMENT. JOINTS MAY BE SAWED WITH A 1/8" INCH BLADE SAW TO A DEPTH OF 1/3 THE PAVEMENT THICKNESS. USE A STRAIGHTEDGE IF JOINTS ARE SAWED WITH A HAND-HELD SAW.

B. 2. ALL LONGITUDINAL CONTRACTION JOINTS SHALL BE SAWED. JOINTS MAY BE SAWED WITH A 1/8 INCH BLADE TO A DEPTH OF 1/3 THE PAVEMENT THICKNESS. USE A STRAIGHTEDGE IF JOINTS ARE SAWED WITH A HAND-HELD SAW.

5. B. SEALING OF EXPANSION AND ISOLATION JOINTS IS REQUIRED. TRIM PREFORMED JOINT MATERIAL TO A DEPTH OF 1/2 INCH BELOW THE CONCRETE SURFACE. ENSURE THE JOINT IS CLEAN AND DRY. INSTALL JOINT SEALANT PER MANUFACTURER'S RECOMMENDATIONS.

SECTION 7040
1.08 – MEASUREMENT AND PAYMENT
H. 3. NO ADDITIONAL PAYMENT WILL BE MADE FOR HAULING AND DISPOSAL OF REMOVED PAVEMENT, AS IT SHALL BE INCIDENTAL TO THE BID ITEM, INCLUDES REMOVAL OF ALL LAYERS OF PAVEMENT OR FLOOR PER SQUARE YARD. PAYMENT FOR INDIVIDUAL LAYERS WILL NOT BE MADE. INCLUDES REMOVAL OF FOUNDATION WALL AS DESCRIBED IN PLANS.

I. 3. INCLUDES ALSO FULL DEPTH SAW CUT 2' FROM BACK OF CURB AND AT BEGINNING AND END OF REMOVAL.

SECTION 7999
1.08 – MEASUREMENT AND PAYMENT
A. WHEEL STOP:
1. MEASUREMENT: EACH WHEEL STOP FURNISHED AND PLACED WILL BE COUNTED.

2. PAYMENT: PAYMENT WILL BE MADE AT THE CONTRACT UNIT PRICE FOR EACH WHEEL STOP PLACED.
3. INCLUDES: UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, PLACING AND ANCHORING WHEEL STOP. WHEEL STOP SHALL BE LDPE PLASTIC, INTEGRALLY COLORED YELLOW, 6" LONG (MIN.) X 5.75" WIDE (MIN.) X 4" TALL (MIN.). ANCHORS SHALL BE MINIMUM 14" LONG GALVANIZED STEEL SPIKES.

DIVISION 8 – TRAFFIC CONTROL
SECTION 8020 – PAVEMENT MARKINGS
1.08 – MEASUREMENT AND PAYMENT
B. 1. MEASUREMENT: LUMP SUM MEASUREMENT; NO MEASUREMENT WILL BE MADE.
2. PAYMENT: PAYMENT WILL BE AT THE CONTRACT LUMP SUM PRICE.
3. INCLUDES: UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, LAYOUT, SURFACE PREPARATION, AND APPLICATION OF PAINT FOR PARKING STRIPES AND HANDICAP ACCESSIBLE PARKING SPACES AND NO PARKING AISLES/AREAS. PAINT COLOR SHALL BE WHITE.

SECTION 8040
1.08 – MEASUREMENT AND PAYMENT
A. TRAFFIC SIGNS BY EACH
1. MEASUREMENT: EACH SIGN LOCATION INSTALLED, REGARDLESS OF NUMBER OR SIZE OF SIGN, WILL BE COUNTED.

2. PAYMENT: PAYMENT WILL BE AT THE UNIT PRICE PER EACH SIGN LOCATION.
3. INCLUDES: UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, SIGN BLANK, APPLICATION OF REFLECTIVE SHEETING (DIAMOND GRADE OR EQUAL) WITH SYMBOL/MESSAGE, ALL MOUNTING HARDWARE, PLACEMENT OF SIGN. SIGN POST SHALL BE SQUARE PERFORATED STEEL WITH BREAKAWAY BASE ANCHOR AND HARDWARE.

DIVISION 9 – SITE WORK & LANDSCAPING
SECTION 9010
1.02 – DESCRIPTION OF WORK
COMPLETED INSTALLATION SHALL INCLUDE PREPARATION OF THE SEEDBED, FURNISHING AND INSTALLING SEED, FERTILIZER AND MULCH, MAINTENANCE, AND GUARANTEE FOR COMPLETED SEEDED AREAS.

1.07 – SPECIAL REQUIREMENTS
A. WARRANTY IS REQUIRED AND IS INCIDENTAL TO THE SEEDING BID ITEM. NO SEPARATE BID ITEM IS ALLOWED. WARRANTY IS FOR ONLY PERMANENT SEEDING WITHIN THE DATES FOR EACH VARIETY SPECIFIED PER SECTION 9010, 2.02.

B. WARRANTY PERIOD IS TWO FULL YEARS FROM ACCEPTANCE.
1.08 – MEASUREMENT AND PAYMENT
A. 1. SEEDING FOR A COMPLETED INSTALLATION SHALL BE MEASURED IN ACRES, OF ACCEPTED SEEDING WITHIN THE CONTRACT OR EASEMENT LIMITS. SEEDING ITEM INCLUDES SUPPLYING AND APPLYING PROPER SEED, FERTILIZER, AND MULCH. DIFFERENT PAYMENT FOR METHOD OF APPLICATION WILL NOT BE ALLOWED. AT THE CONTRACTOR'S OPTION, HYDRAULIC OR PNEUMATIC SEEDING MAY BE USED, BUT WILL NOT BE PAID SEPARATELY.

4. FERTILIZING SHALL BE INCIDENTAL TO THE SEEDING BID ITEM AND WILL NOT BE PAID SEPARATELY.
5. MULCHING SHALL BE INCIDENTAL TO THE SEEDING BID ITEM AND WILL NOT BE PAID SEPARATELY.
E. WARRANTY FOR SEEDING, FERTILIZING, AND MULCHING IS REQUIRED BUT IS INCIDENTAL TO THE SEEDING BID ITEM. WARRANTY PERIOD SHALL BE FOR TWO FULL YEARS FROM THE DATE OF ACCEPTANCE. NO SEPARATE BID ITEM IS ALLOWED.

2.02 – SEED MIXTURES
ALL SEEDING SHALL BE TYPE 1 (PERMANENT LAWN MIXTURE).
3.08 – RE-SEEDING
A. WHEN ALL WORK RELATED TO SEEDING ON AN AREA HAS BEEN COMPLETED BUT IS WASHED OUT OR DAMAGED PRIOR TO FINAL ACCEPTANCE OF THE SEEDING AREA, THE AREA SHALL BE RESEED, REFERTILIZED, AND REMULCHED WITHOUT ADDITIONAL COMPENSATION.

3.10 – ACCEPTANCE AND WARRANTY
B. 1. REQUIRED BUT INCIDENTAL TO THE SEEDING BID ITEM AND SHALL NOT BE PAID SEPARATELY.
2. THE WARRANTY PERIOD IS TWENTY-FOUR MONTHS BEGINNING ON THE DATE OF ACCEPTANCE.



ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CITY OF OELWEIN
20 2ND AVE. SW
OELWEIN, IOWA 50662

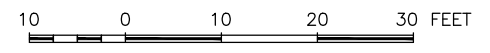
PROJECT AND LOCATION:
OELWEIN EVENT CENTER PARKING
LOT IMPROVEMENTS
OELWEIN, IOWA

DRAWN BY: LTF
APPROVED BY: JSB
DATE: JULY 2023
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
SUPPLEMENTAL SPECIFICATIONS
SET TYPE: BID SET
G:\30\23\23-500\Plans\23-500 Plans.dwg, C02

JOB NUMBER:
23–500
SHE 50



NOTE:
REMOVE ANY FOUNDATIONS ENCOUNTERED TO 2.5' BELOW FINISHED SURFACE. INCIDENTAL TO PAVEMENT REMOVAL.

REMOVE FOUNDATIONS TO DEPTH NECESSARY TO CONSTRUCT STORM DRAIN LINE.

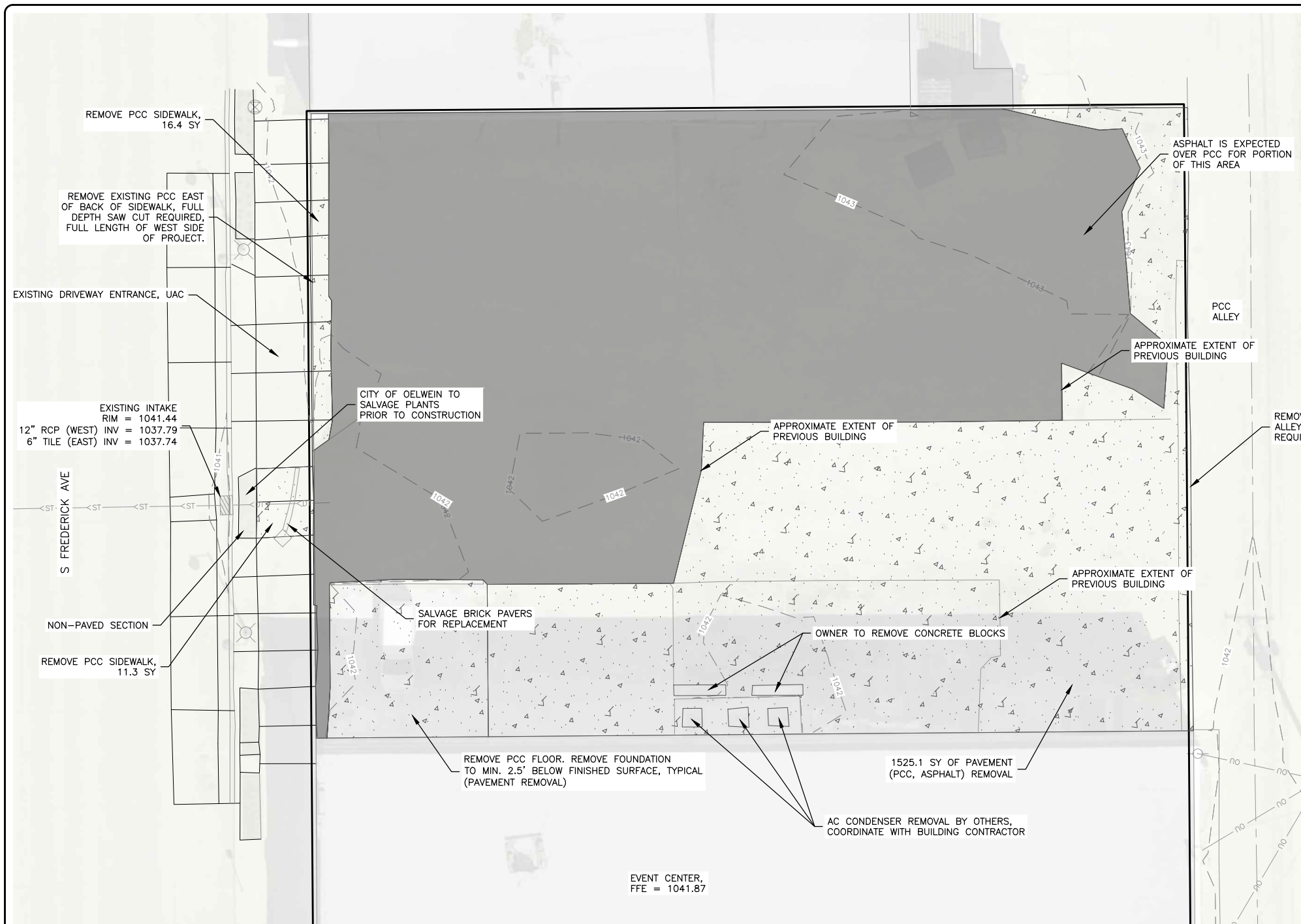
FULL DEPTH SAW CUT REQUIRED FOR REMOVALS ADJACENT TO STRUCTURES AND SURFACING THAT WILL REMAIN.

HAUL ASPHALT TO CITY OF OELWEIN STOCKPILE AT PUBLIC WORKS FACILITY AT 4TH ST. SW AND 7TH AVE. SW.

CONTRACTOR TO DISPOSE OF PCC AND OTHER WASTE MATERIALS.

REPLACE TOPSOIL IN SIDEWALK PLANTER TO ORIGINAL DEPTH

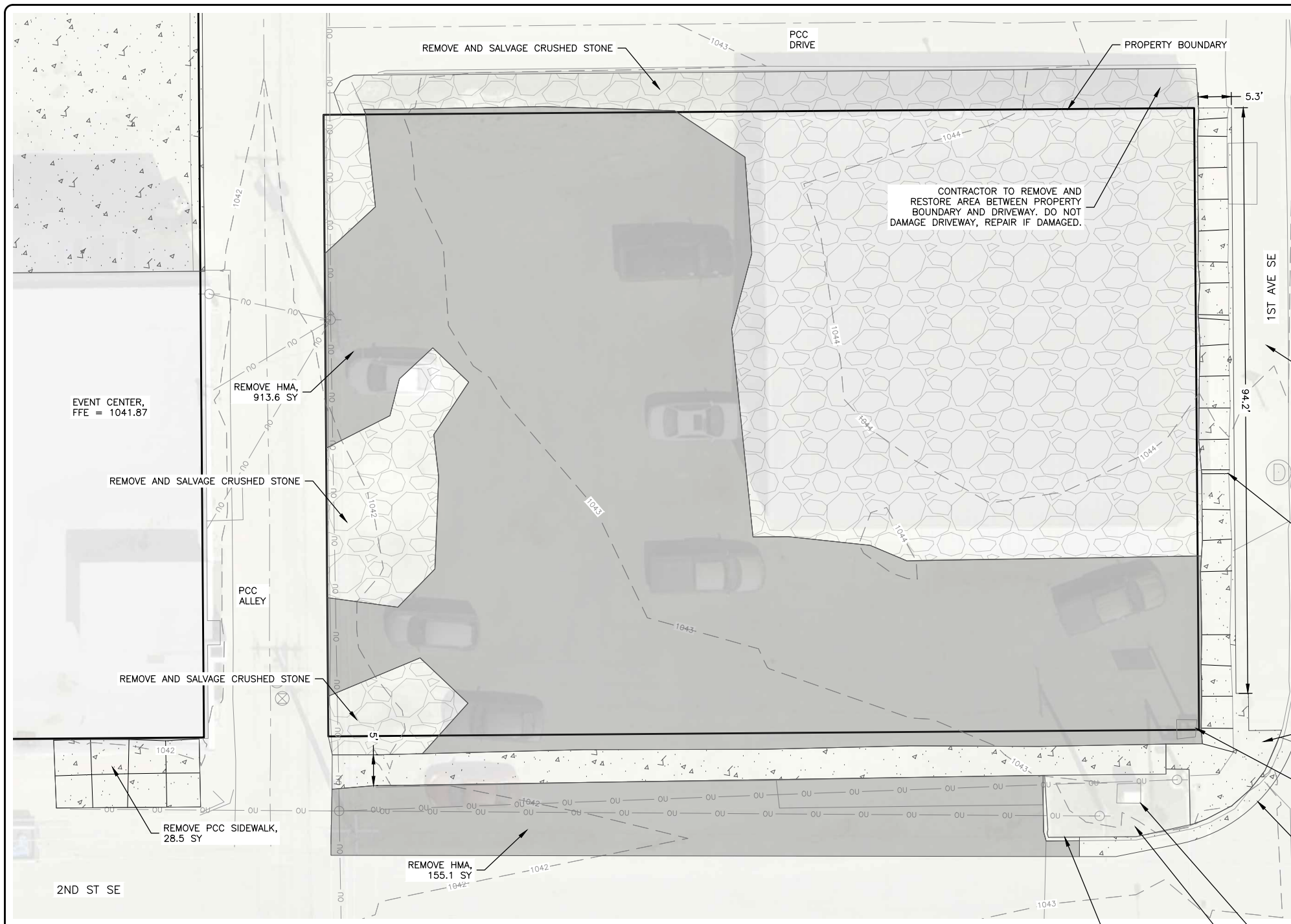
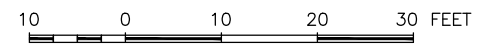
PAYMENT FOR PAVEMENT REMOVAL IS PER UNIT PRICE PER SY FOR ALL COMBINED LAYERS ENCOUNTERED. SEPARATE PAYMENT FOR INDIVIDUAL LAYERS ENCOUNTERED WILL NOT BE MADE.



BM1

BM1 = 104+TOP NW BOLT LUM BASE (CP 1380) N-3713190.17, E-5348098.57, ELEV-1042.47
BM2 = 105+CUT X TBC (CP1381) N-3713370.86, E-5348081.52, ELEV-1042.96
BM3 = 105+CUT X PCC (CP1382) N-3713351.91, E-5347849.52, ELEV-1041.35
BM4 = 104+NW BOLT FH NOT BURY TAG (CP1666) N-3713252.61, E-5347898.71, ELEV-1042.42

REVISIONS		
REV. NO.	DESCRIPTION	DATE



NOTE:
SALVAGE CRUSHED STONE FOR REUSE AS PAVING BASE. 3" THICKNESS ASSUMED TO BE SALVAGED. 120 TONS ESTIMATED.

FULL DEPTH SAW CUT REQUIRED FOR REMOVALS.

HAUL ASPHALT TO CITY OF OELWEIN STOCKPILE AT PUBLIC WORKS FACILITY AT 4TH ST. SW AND 7TH AVE. SE.

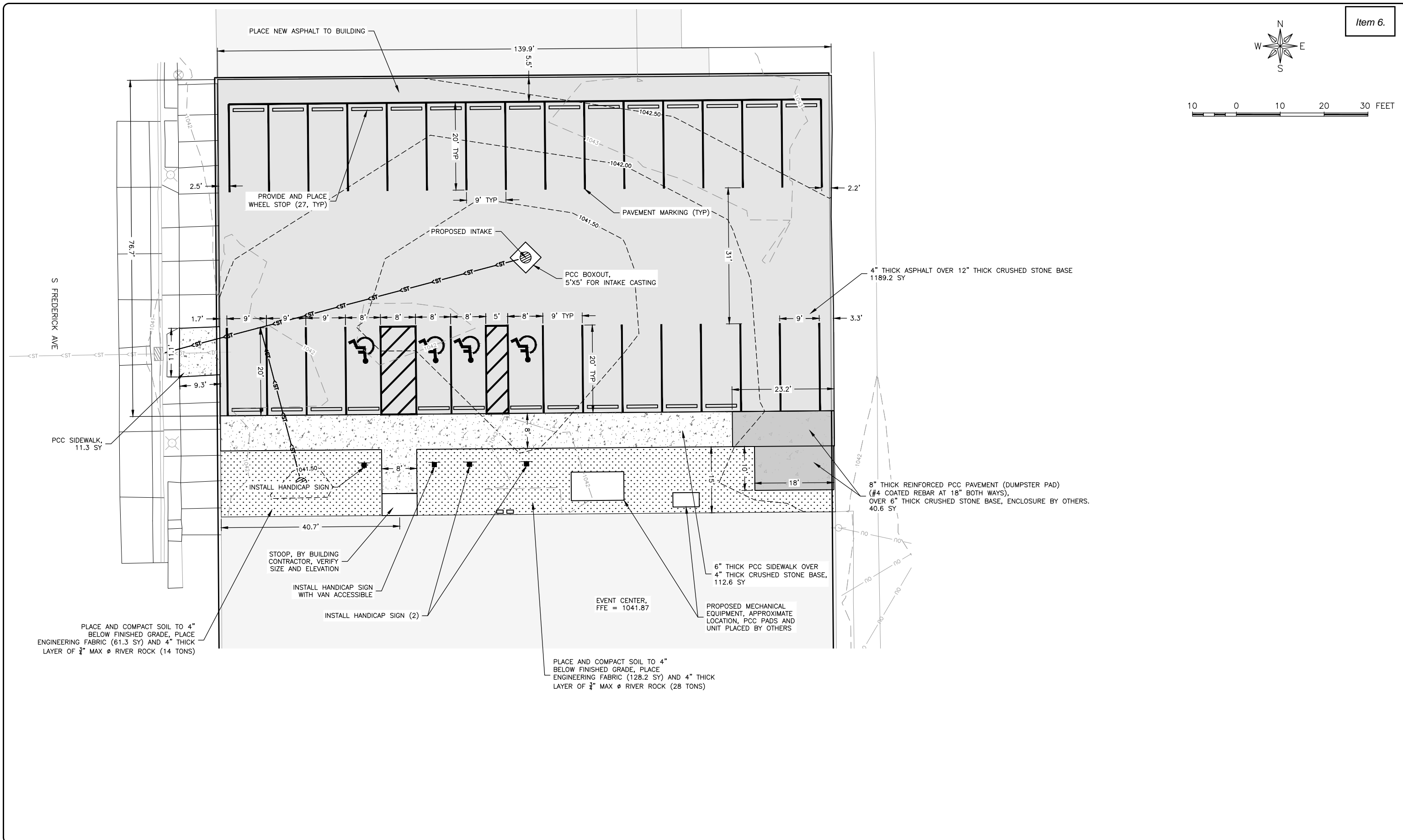
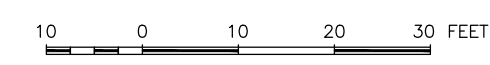
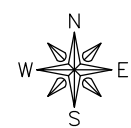
CONTRACTOR TO DISPOSE OF PCC AND OTHER WASTE MATERIALS.

CONTRACTOR TO REMOVE AND RESTORE AREA BETWEEN PROPERTY BOUNDARY AND DRIVEWAY. DO NOT DAMAGE DRIVEWAY, REPAIR IF DAMAGED.

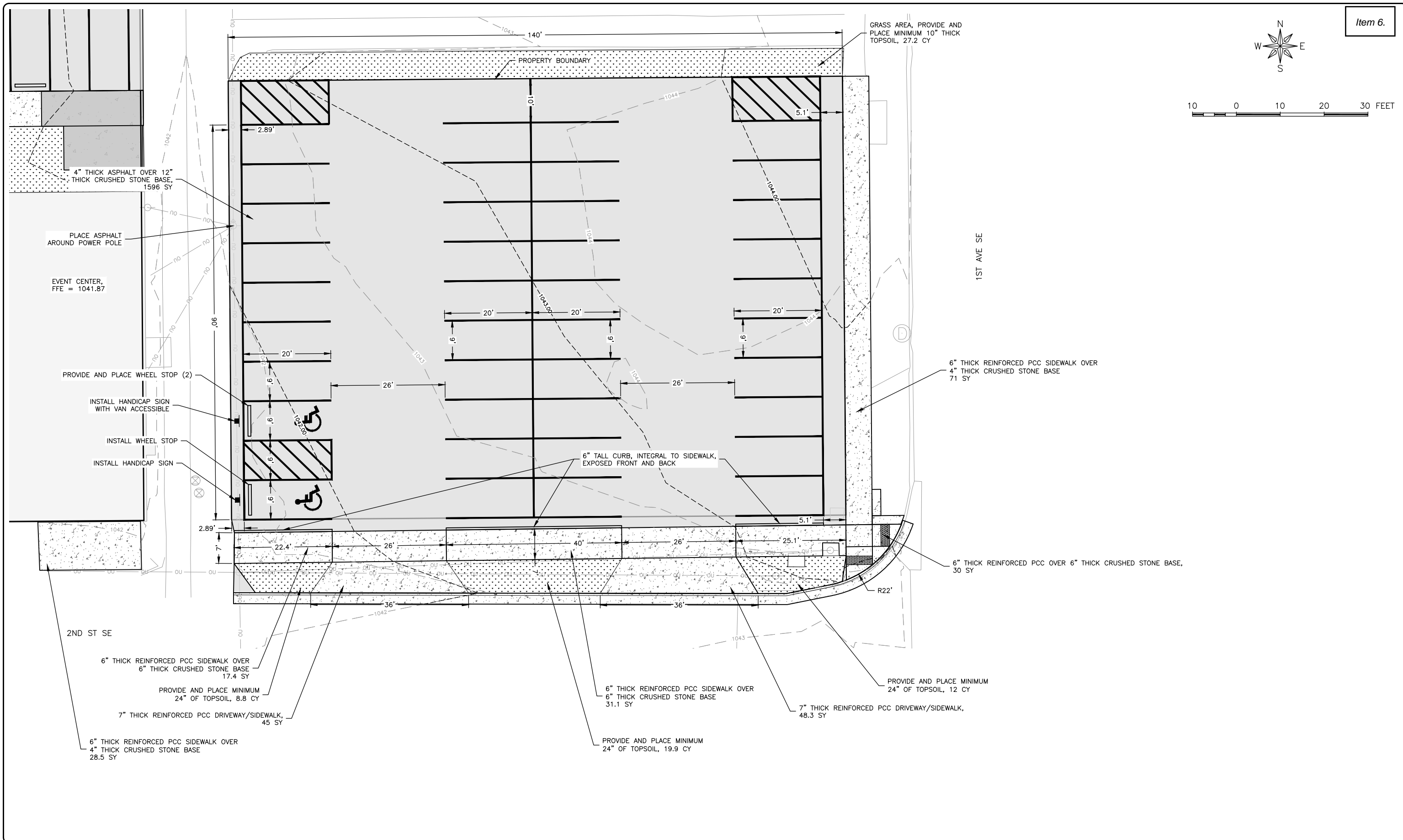
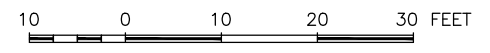
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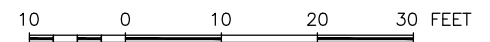
REVISIONS		
REV. NO.	DESCRIPTION	DATE



REVISIONS		
REV. NO.	DESCRIPTION	DATE



REVISIONS		
REV. NO.	DESCRIPTION	DATE



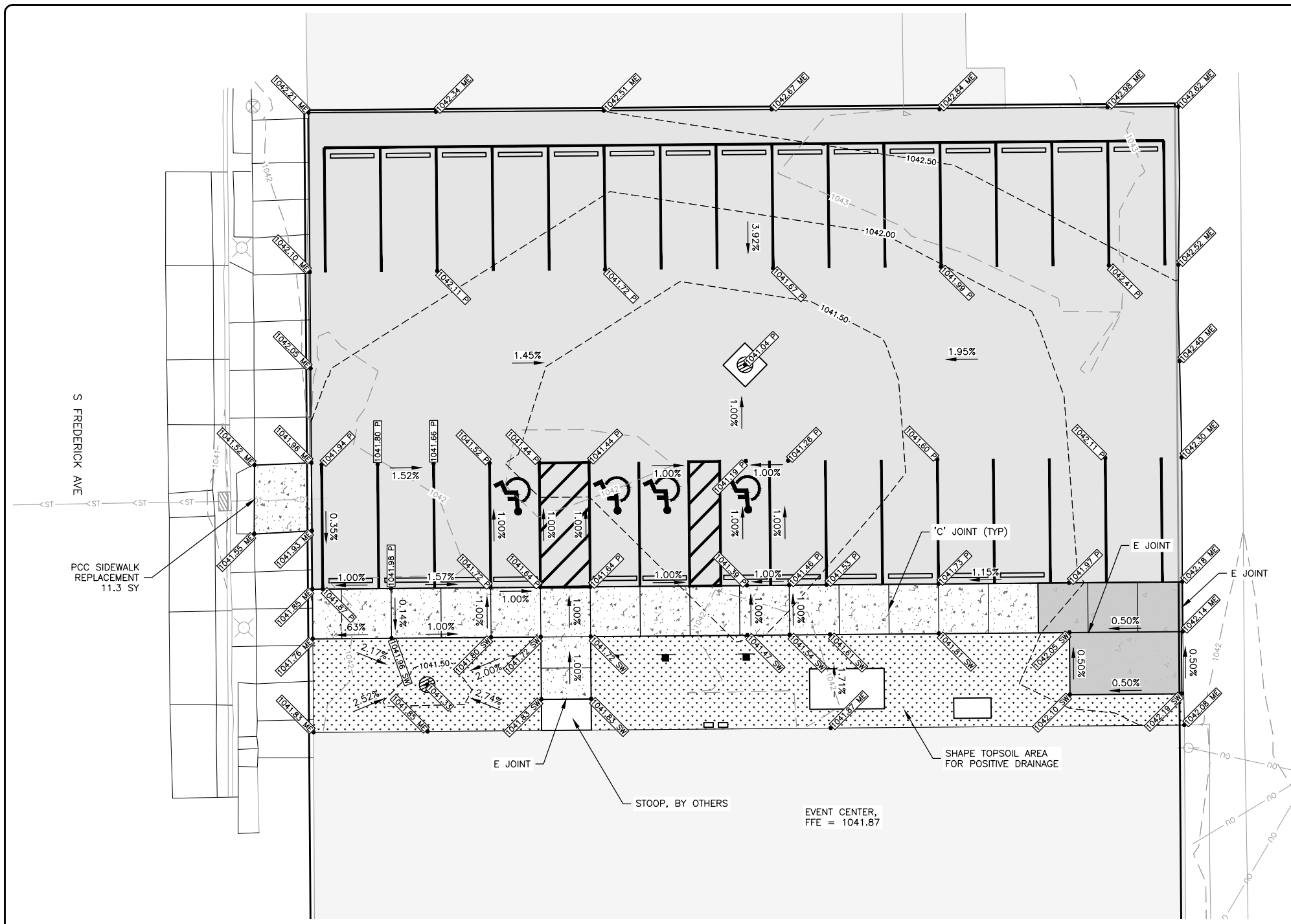
NOTES:
CLASS C, 4,500 PSI MIX REQUIRED,
WITH CURING COMPOUND.

WALKWAY SHALL BE 6" THICK PCC,
REINFORCED WITH #4 REBAR AT
24" BOTHWAYS.

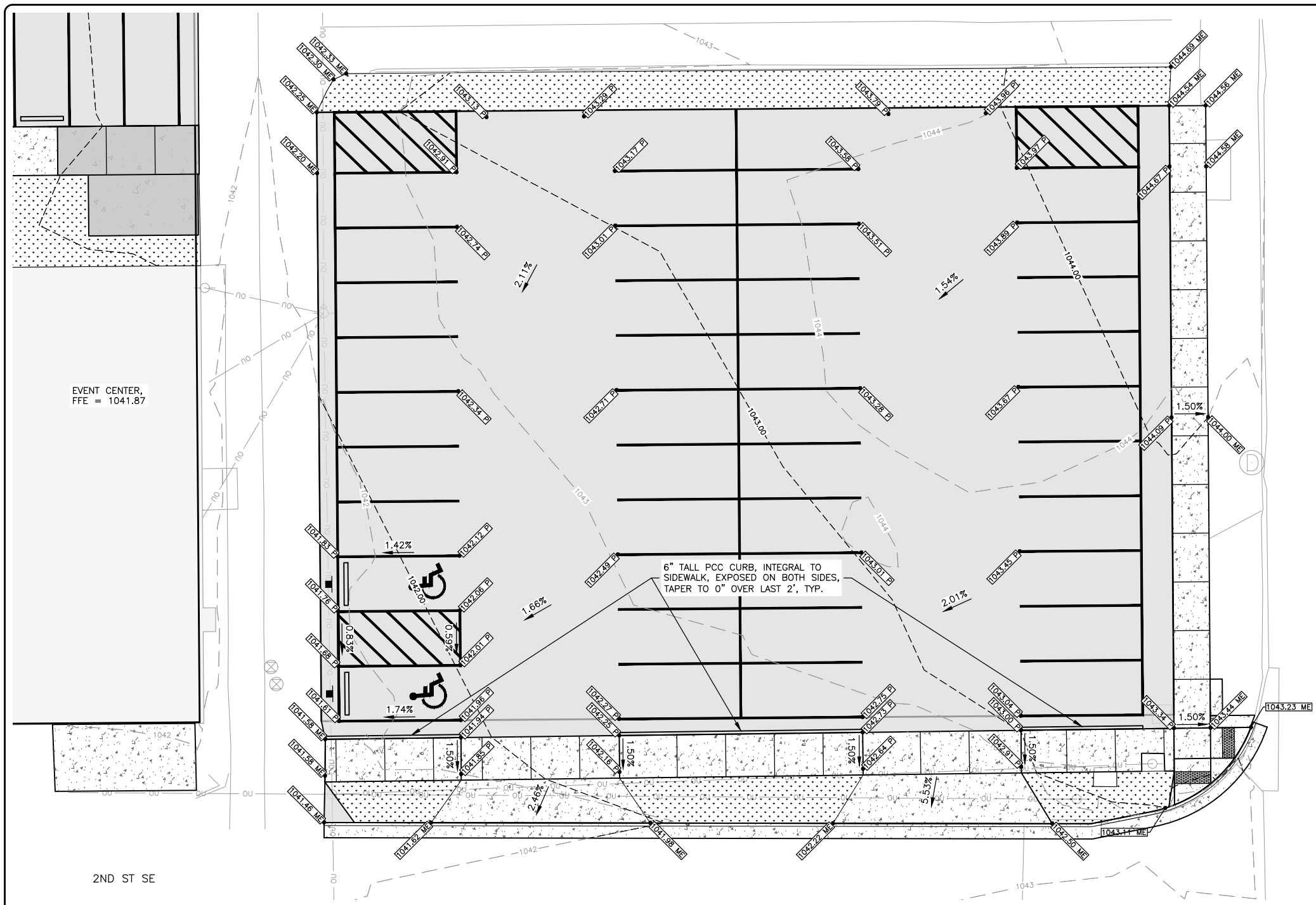
PROVIDE AND PLACE 4" THICK ASPHALT,
2.5" BASE COURSE, 1.5" SURFACE
COURSE OVER 10" OF COMPACTED
CRUSHED STONE, MODIFIED SUBBASE,
IDOT GRADATION #14.

SEAL ALL EXPANSION JOINTS.

PAVEMENT MARKINGS SHALL BE WHITE.



REVISIONS		
REV. NO.	DESCRIPTION	DATE



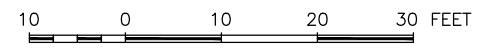
NOTES:
 CLASS C, 4,500 PSI MIX REQUIRED,
 WITH CURING COMPOUND.

WALKWAY SHALL BE 6" THICK PCC,
 REINFORCED WITH #4 REBAR AT
 24" BOTH WAYS.

PROVIDE AND PLACE 4" THICK ASPHALT,
 2.5" BASE COURSE, 1.5" SURFACE
 COURSE OVER 10" OF COMPACTED
 CRUSHED STONE, MODIFIED SUBBASE,
 IDOT GRADATION #14.

SEAL ALL EXPANSION JOINTS.

PAVEMENT MARKINGS SHALL BE WHITE.



1ST AVE SE

2ND ST SE

EVENT CENTER,
 FFE = 1041.87

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

ILLINOIS
 IOWA
 WISCONSIN

OWNER/DEVELOPER:
 CITY OF OELWEIN
 20 2ND AVE. SW
 OELWEIN, IOWA 50662

PROJECT AND LOCATION:
 OELWEIN EVENT CENTER PARKING
 LOT IMPROVEMENTS
 OELWEIN, IOWA

DRAWN BY: LTF
 APPROVED BY: JSB
 DATE: JULY 2023
 SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

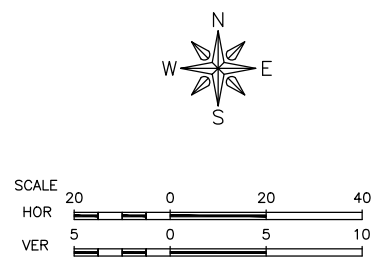
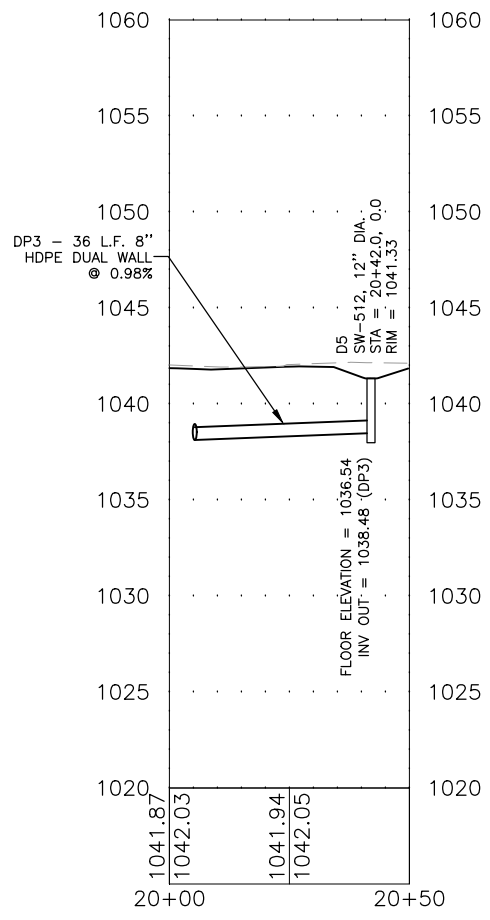
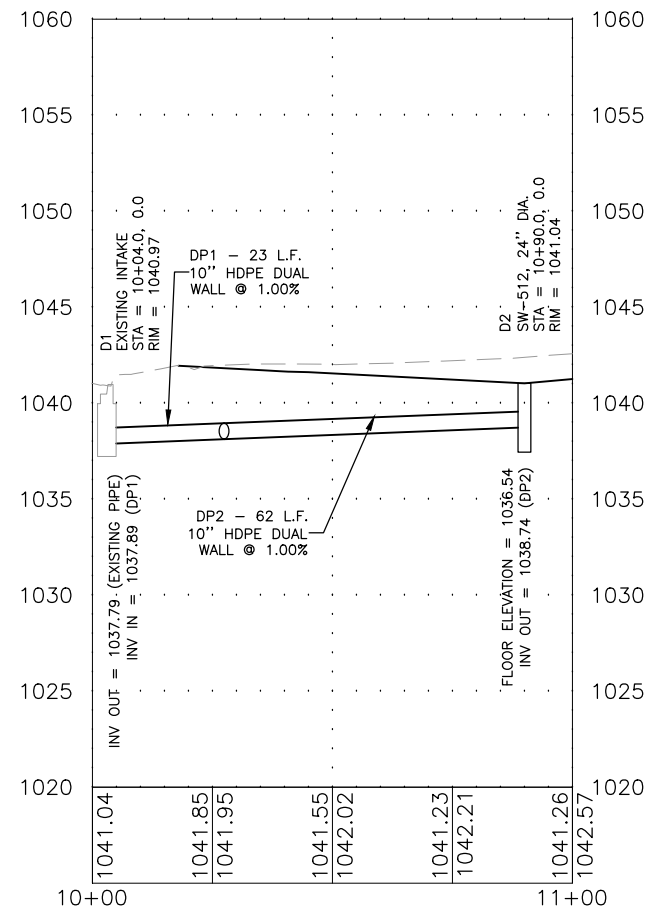
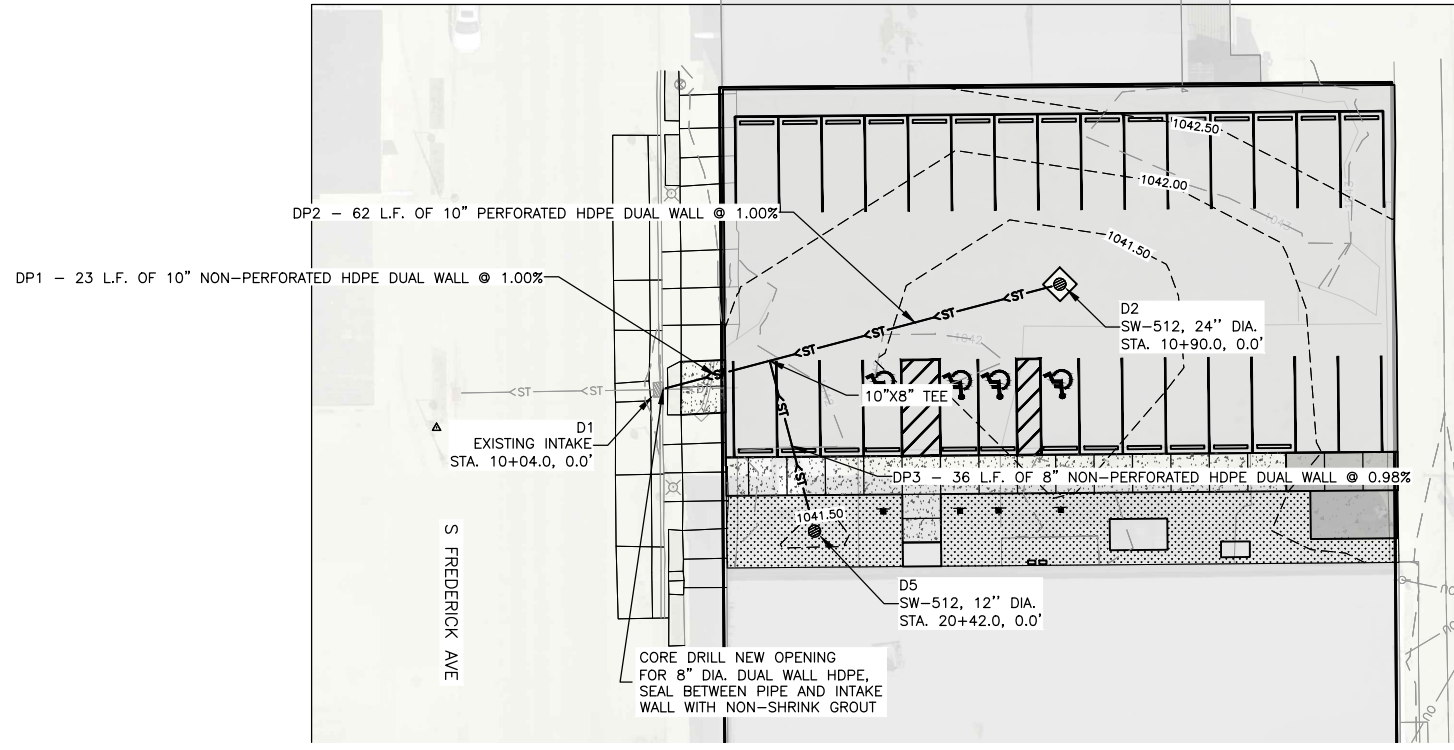
DRAWING:
 EAST PARKING LOT GRADING AND PAVING
 PLAN

SET TYPE: **BID SET**
G:\C30\23\23-500\Plans\23-500 Plans.dwg, D.04

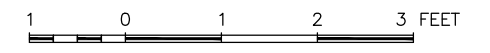
JOB NUMBER:
 23-500

SHEET
56

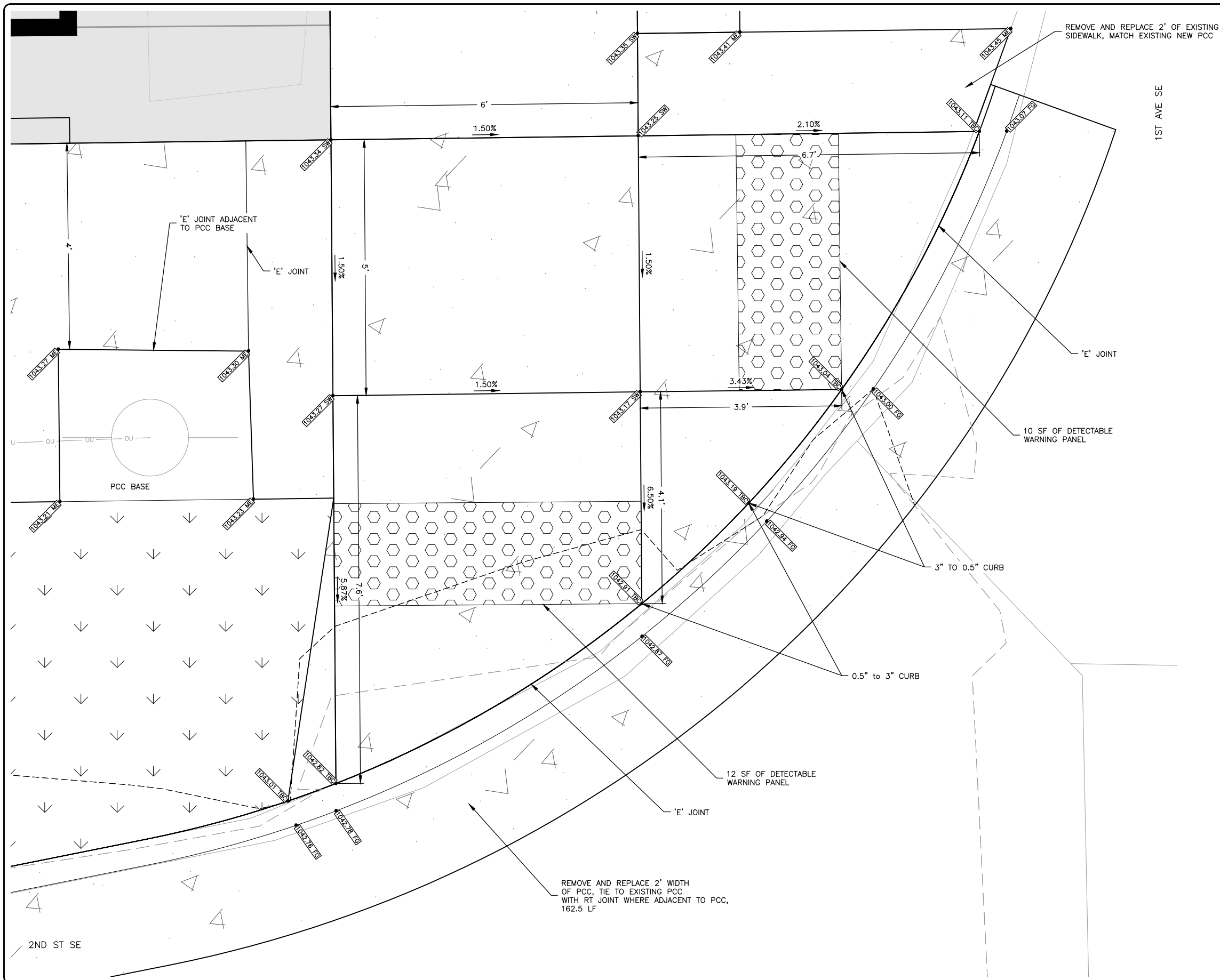
NOTES:
 BACKFILL FULL STORM LINE TRENCH WITH POROUS BACKFILL, IDOT GRADATION #29, PROVIDE CONTACT WITH MODIFIED SUBBASE.



REVISIONS		
REV. NO.	DESCRIPTION	DATE



- NOTES:
 -DETECTABLE WARNING PANELS SHALL BE UNCOATED CAST IRON
 -EXPANSION JOINTS SHALL BE SEALED
 -FULL DEPTH SAW CUT REQUIRED FOR PCC REMOVAL



FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

ILLINOIS
 IOWA
 WISCONSIN

OWNER/DEVELOPER:
 CITY OF OELWEIN
 20 2ND AVE. SW
 OELWEIN, IOWA 50662

PROJECT AND LOCATION:
 OELWEIN EVENT CENTER PARKING
 LOT IMPROVEMENTS
 OELWEIN, IOWA

DRAWN BY: LTF
 APPROVED BY: JSB
 DATE: JULY 2023
 SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
 SIDEWALK PLAN
 SET TYPE: BID SET
 G:\C30\23\23-500\Plans\23-500 Plans.dwg, S.01

JOB NUMBER:
 23-500
 SHEET
 58

RESOLUTION NO. _____-2023

RESOLUTION APPROVING A THREE-YEAR LEASE WITH GEORGE TEGELER FOR FIXED BASED OPERATOR (FBO) SERVICES AT THE OELWEIN MUNICIPAL AIRPORT (OLZ)

WHEREAS, the City of Oelwein manages the Oelwein Municipal Airport and uses a fixed based operator (FBO) for daily operations; and

WHEREAS, the FBO follows lease agreed upon with the city; and

WHEREAS, the proposed lease is for three years; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a Three-Year Lease with Geroge Tegeler for Fixed Based Operator (FBO) Services at the Oelwein Municipal Airport (OLZ)

Passed and approved this 14th day of August 2023.

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

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded August 15, 2023.

City Administrator



Oelwein Municipal Airport FBO Lease July 1, 2023 to June 30, 2026

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

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

WHEREAS, the said leased premises may be used for the operation of a flight training school, aircraft maintenance and repair, aircraft charter, aircraft sale and rental, and sales of aircraft gasoline and oil. Lessee may also conduct his business on premises relating to sales and services of aircraft and building and constructing various makes and models of experimental aircraft. Lessee, at Lessee's option, may conduct additional business activity on the leased premises, which is permitted by, or not prohibited, by law and expressly approved in writing, in advance, by the Lessor upon a written proposal submitted by Lessee.

Lessee must keep 100 Low Lead fuel and Jet A fuel on hand for resale to local and transit aircraft, or as allocated, and have fuel service available from 8:00 a.m. to 5:00 p.m. Monday through Friday and as requested or deemed necessary and,

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

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

- 1. Compensation for grounds keeping paid to FBO following annual contract price:

2023-2024	2024-2025	2025-2026
\$ 36,717.80	\$ 37,452.16	\$ 38,201.20

Said amount to be payable to Lessee monthly with the amount being due by last day of each month. It is understood the designated office space is for the exclusive use of the fixed base operator, but the public lounge and restroom area in the administration buildings are public use facilities.

- A. Lessee shall provide for and supply at its expense all janitorial and custodial service with respect to the buildings and facilities associated with the leased premises and shall maintain all premises in a clean and accommodating appearance for persons using the same during normal hours of operation or when requested or necessary, except Lessor shall supply janitorial supplies for the public lounge (designated room A) and restroom areas in the administration buildings herein designated as public-use facilities.
- B. Lessee shall attend to necessary maintenance, involved in keeping runways, and adjoining areas, taxi-ways and lawn areas mowed, and free of snow as required,



- provided Lessor will furnish equipment and fuel for mowing and snow removal.
- C. Lessee shall provide labor for basic preventive maintenance and repairs on buildings, facilities, grounds and equipment. Any major repair, rebuilding or alteration, including painting, seeding, overhauling, building or similar matter shall be the responsibility of Lessor as listed in the FBO contract duties.
- D. Lessee shall enforce any rules or ordinances of the City applicable to the Oelwein Municipal Airport.
- 2. The term of this Lease shall be for the period commencing at midnight on July 1, 2023 through to and ending at midnight on June 30, 2026.
- 3. Lessee shall maintain a log of all airport activity. Lessee shall report as needed to Lessor through the City Administrator or his designee all important, unusual and otherwise pertinent information. Failure to provide the report to the City will result in delay of monthly compensation.
- 4. Lessee shall attend the Airport Board meetings and submit an activity report including, but not limited to: the number of take-offs and landings, identity of businesses using the airport facilities, type of aircraft (single, twin or jet), and all other activities.
- 5. Lessee shall also have an attendant present, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Lessee shall comply with the courtesy car and FBO protocol incorporated herein by this reference and attached marked as Exhibits A and shall provide all drivers with Exhibit B.
- 6. It is hereby agreed nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 208 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting activities of an aeronautical nature.
- 7. Insurance. The Lessee shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Lessee's operations under the Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days' prior notice to the City in writing.
 - A. Liability Insurance Requirements. The Lessee shall procure and maintain, at its own expense liability insurance as hereinafter specified. The liability insurance required is as follows:
 - B. Commercial General Liability Insurance issued to the Lessee and protecting it from all claims for personal injury, including death and all claims for destruction of or damage to property arising out of or in connection with any operation under his Contract, whether such operation be by himself or by a subcontractor under him, or anyone directly or indirectly employed by the Lessee or by a subcontractor under him, or by anyone for whose acts any of them may be liable.
 - C. All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of one occurrence for bodily injury, including, death, and property damage. The General Liability policy should have a general aggregate limit of \$2,000,000 for all damages and a products completed operations aggregate of \$2,000,000 for all damages.
 - D. All such insurance shall be written on a comprehensive policy form and shall specifically cover products and completed operations. Certificates evidencing the issuance of such insurance, addressed to the City, shall be filed within ten (10) days after the date of the execution of the contract.
 - E. The policy shall include the City as an additional insured. The insurer shall give the City



notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the City at least thirty (30) days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy.

- F. Workers' Compensation Insurance. The Lessee shall maintain at his own expense Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Lessee in accordance with the provisions of the laws of the State of Iowa. The Lessee shall furnish the City with a certificate giving evidence the Lessee is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating such insurance includes occupational disease provisions. This policy should also include Employer's Liability Insurance with minimum limits of \$500,000 each accident for bodily injury, \$500,000 each accident for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease.
- G. Special Provisions. All liability policies which include the City as an additional insured shall include a Governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:
- H. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states the purchase of this policy and including the City as an Additional Insured does not waive any of the defenses of governmental immunity available to the City under Iowa code Section 670.4 as it now exists and as it may be amended from time to time.
- I. Claims Coverage. The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
- J. Assertion of Government Immunity. The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
- K. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the City under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City.

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

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

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



similar types of price reductions to volume purchasers.

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

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

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

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

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

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

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

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

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

20. As demand dictates Lessee will provide aircraft maintenance, aircraft rental and flight training.

21. Starting September of 2023, all fuel operations will run through the City of Oelwein. Lessee will have the authority to order fuel and set the price of fuel. Lessee will notify Public Works of each order and will notify them of the current fuel rate. City Hall will issue a check each month of fuel proceeds to Lessee. The City will track all amounts of fuel purchased and sold at the Oelwein Municipal Airport. The flow fee will be taken out of the payment to Lessee and Lessee will not be required to reimburse the City.

22. The city will take a \$.14 flow fee per gallon on all fuel sold at the airport. This fee will be taken from the proceeds of the fuel sales. The flow fee maintains the fuel system and pays all credit card fees associated with the purchasing system.

23. Lessee will be supplied a charge account for fuel at the city. Lessee will work with airport users who consume more than 1,000 gallons a month to set up a charge account with the city.

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

25. This Lease may be terminated for non-compliance of FBO Operations at any time hereafter by either party giving the other one hundred (180) days' notice of intention to so terminate the same, or this notice shall be by registered mail. This Lease may not be assigned without the written consent of the opposite party affected thereby. If the city fails to provide a renewal to the contract before June 30, 2026 the contract will proceed month to month with no adjustments in compensation.



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

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

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

Dated at Oelwein, Iowa, this ____ day of _____, 2023.

CITY OF OELWEIN, IOWA

TEGELER AVIATION, LLC

By: _____
Brett DeVore, Mayor

By: _____
George J. Tegeler

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



Oelwein Municipal Airport FBO Lease Exhibit A

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



Exhibit B
Oelwein Municipal Airport Courtesy Car Driver Guidelines

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

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

RESOLUTION NO. _____-2023

RESOLUTION APPROVING PAY APPLICATION NO. 1 IN THE AMOUNT OF \$35,324.85 FOR OELWEIN NE SANITARY SEWER IMPROVEMENTS PROJECT

WHEREAS, the original contract price for this project is \$1,218,960.95 ; and

WHEREAS, the pay application #1 will cost \$35,324.85; and

WHEREAS, the project has been designed and administered by Fox Strand;

WHEREAS, the contractor is Dave Schmitt Construction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves Pay Application #1 in the Amount of \$35,324.85 for Oelwein NE Sanitary Sewer Improvements project.

Passed and approved this 14th day of August, 2023.

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

- Stewart
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded August 15, 2023.

City Administrator

Contractor's Application for Payment

Owner: <u>City of Oelwein</u>	Owner's Project No.: _____
Engineer: <u>FOX Strand</u>	Engineer's Project No.: <u>7038.015</u>
Contractor: <u>Dave Schmitt Construction</u>	Contractor's Project No.: _____
Project: <u>Oelwein NE Sanitary Sewer Improvements</u>	
Contract: <u>2-2023</u>	
Application No.: <u>1</u>	Application Date: <u>7/3/2023</u>
Application Period: From <u>7/22/2023</u> to <u>7/28/2023</u>	

1. Original Contract Price	\$ 1,218,960.50
2. Net change by Change Orders	\$ 11,828.00
3. Current Contract Price (Line 1 + Line 2)	\$ 1,230,788.50
4. Total Work completed and materials stored to date (Sum of Column I Lump Sum Total and Column L Unit Price Total)	\$ 37,184.05
5. Retainage	
a. <u>5%</u> X \$ 37,184.05 Work Completed =	\$ 1,859.20
b. <u>5%</u> X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 1,859.20
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 35,324.85
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$ 35,324.85
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,195,463.65

Contractor's Certification

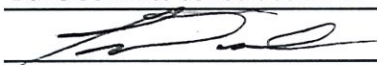
The undersigned Contractor certifies, to the best of its knowledge, the following:

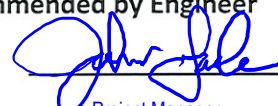
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Dave Schmitt Construction Co. Inc

Signature:  Date: 7-27-23

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>7/28/2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Oelwein	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	7038.015
Contractor:	Dave Schmitt Construction	Contractor's Project No.:	
Project:	Oelwein NE Sanitary Sewer Improvements		
Contract:	2-2023		

Application No.:	1	Application Period:	From 07/22/23 to 07/28/23	Application Date:	07/03/23
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A Bid Item No.	B Description	C Contract Information					D Contract Information					E Work Completed				
		Item Quantity (Original)	Change Order No.1	Quantity + Change Order	Units	Unit Price (\$)	Value of Bid Item Original (C X F) (\$)	Value of Bid Item Original + CO (D X F) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (F X I) (\$)	Materials Currently Stored (not in I) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / H) (%)	Balance to Finish (L-H) (\$)		
2.01	TOPSOIL STRIP, STOCKPILE, AND REPREAD	1		1	LS	\$ 33,139.00	\$ 33,139.00	\$ 33,139.00	-	-		0%	\$ 33,139.00			
2.02	EXCAVATION FOR ROADWAY	1,231		1231	CY	\$ 13.30	\$ 16,372.30	\$ 16,372.30	-	-		0%	\$ 16,372.30			
2.03	GRANULAR SUBBASE, FURNISH	6361		6361	SY	\$ 9.05	\$ 57,567.05	\$ 57,567.05	-	-		0%	\$ 57,567.05			
2.04	SUBGRADE PREPARATION, 12-IN	6361		6361	SY	\$ 2.85	\$ 18,128.85	\$ 18,128.85	-	-		0%	\$ 18,128.85			
2.05	SUBGRADE TREATMENT, GEOGRID (TYPE 1)	6361		6361	SY	\$ 1.70	\$ 10,813.70	\$ 10,813.70	-	-		0%	\$ 10,813.70			
2.06	REMOVAL OF STRUCTURE, SANITARY MANHOLE	11		11	EA	\$ 1,098.00	\$ 12,078.00	\$ 12,078.00	1.00	1,098.00	1,098.00	9%	\$ 10,980.00			
3.01	TRENCH FOUNDATION	300		300	T	\$ 23.40	\$ 7,020.00	\$ 7,020.00	-	-		0%	\$ 7,020.00			
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	100		100	CY	\$ 40.30	\$ 4,030.00	\$ 4,030.00	-	-		0%	\$ 4,030.00			
3.03	TRENCH COMPACTION TESTING	1		1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	-	-		0%	\$ 7,500.00			
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8-IN	25	10	35	LF	\$ 69.60	\$ 1,740.00	\$ 2,436.00	8.00	556.80	556.80	23%	\$ 1,183.20			
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, 12-IN	1730	50	1780	LF	\$ 136.50	\$ 236,145.00	\$ 242,970.00	162.70	22,208.55	22,208.55	9%	\$ 213,936.45			
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, 15-IN	251		251	LF	\$ 122.50	\$ 30,747.50	\$ 30,747.50	-	-		0%	\$ 30,747.50			
4.04	SANITARY SEWER SERVICE, PVC WYE AND CONNECTION TO EXISTING	26	1	27	EA	\$ 1,237.00	\$ 32,162.00	\$ 33,999.00	-	-		0%	\$ 32,162.00			
4.05	CONNECT PROPOSED SANITARY PIPE TO EXISTING PIPE	10	3	13	EA	\$ 316.00	\$ 3,160.00	\$ 4,108.00	2.00	632.00	632.00	15%	\$ 2,528.00			
4.06	SANITARY SEWER SERVICE, PVC	459	5	464	LF	\$ 94.00	\$ 43,146.00	\$ 43,616.00	-	-		0%	\$ 43,146.00			
4.07	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, 15-IN	100		100	LF	\$ 869.00	\$ 86,900.00	\$ 86,900.00	-	-		0%	\$ 86,900.00			
4.08	BYPASS PUMPING	1		1	LS	\$ 43,577.00	\$ 43,577.00	\$ 43,577.00	-	-		0%	\$ 43,577.00			
4.09	SANITARY SEWER CIPP, 10-IN O.D.	371		371	LF	\$ 110.00	\$ 40,810.00	\$ 40,810.00	-	-		0%	\$ 40,810.00			
4.10	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8-IN	25		25	LF	\$ 69.60	\$ 1,740.00	\$ 1,740.00	-	-		0%	\$ 1,740.00			
6.01	MANHOLE, SANITARY SEWER, SW-301, 48-IN	10		10	EA	\$ 5,387.00	\$ 53,870.00	\$ 53,870.00	1.00	5,387.00	5,387.00	10%	\$ 48,483.00			
6.02	CONNECT TO EXISTING STRUCTURE	2		2	EA	\$ 3,700.00	\$ 7,400.00	\$ 7,400.00	-	-		0%	\$ 7,400.00			
7.01	REMOVAL OF SIDEWALK	21		21	SY	\$ 21.00	\$ 441.00	\$ 441.00	-	-		0%	\$ 441.00			
7.02	REMOVAL OF DRIVEWAY, PCC	38		38	SY	\$ 34.90	\$ 1,326.20	\$ 1,326.20	-	-		0%	\$ 1,326.20			
7.03	REMOVAL OF CURB AND GUTTER	70		70	LF	\$ 21.00	\$ 1,470.00	\$ 1,470.00	-	-		0%	\$ 1,470.00			
7.04	REMOVAL OF PAVEMENT	5,641		5641	SY	\$ 4.90	\$ 27,640.90	\$ 27,640.90	1,153.00	5,649.70	5,649.70	20%	\$ 21,991.20			
7.05	SIDEWALK, PCC, 4-IN	8		8	SY	\$ 79.90	\$ 639.20	\$ 639.20	-	-		0%	\$ 639.20			
7.06	SIDEWALK RAMP, PCC, 6-IN	33		33	SY	\$ 76.50	\$ 2,524.50	\$ 2,524.50	-	-		0%	\$ 2,524.50			
7.07	DETECTABLE WARNINGS	40		40	SF	\$ 40.00	\$ 1,600.00	\$ 1,600.00	-	-		0%	\$ 1,600.00			
7.08	DRIVEWAY, PAVED, PCC, 6-IN	55		55	SY	\$ 75.30	\$ 4,141.50	\$ 4,141.50	-	-		0%	\$ 4,141.50			
7.09	DRIVEWAY, GRANULAR	80		80	SY	\$ 13.20	\$ 1,056.00	\$ 1,056.00	-	-		0%	\$ 1,056.00			
7.10	PCC CURB AND GUTTER	70		70	SY	\$ 143.00	\$ 10,010.00	\$ 10,010.00	-	-		0%	\$ 10,010.00			
7.11	PAVEMENT, HMA, 6-IN	5,141		5141	SY	\$ 46.80	\$ 240,598.80	\$ 240,598.80	-	-		0%	\$ 240,598.80			
7.12	PAVEMENT, PCC, 7-IN	758		758	SY	\$ 61.00	\$ 46,238.00	\$ 46,238.00	-	-		0%	\$ 46,238.00			
8.01	TEMPORARY TRAFFIC CONTROL	1		1	LS	\$ 31,453.00	\$ 31,453.00	\$ 31,453.00	-	-		0%	\$ 31,453.00			
9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 1	1		1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	-	-		0%	\$ 8,000.00			
9.02	EROSION CONTROL MULCHING, HYDROMULCHING	1		1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	-	-		0%	\$ 8,000.00			
9.03	FILTER SOCK, 8-IN	500		500	LF	\$ 3.00	\$ 1,500.00	\$ 1,500.00	-	-		0%	\$ 1,500.00			
9.04	FILTER SOCKS, REMOVAL	500		500	LF	\$ 1.00	\$ 500.00	\$ 500.00	-	-		0%	\$ 500.00			
11.01	MOBILIZATION	1		1	LS	\$ 34,029.00	\$ 34,029.00	\$ 34,029.00	-	-		0%	\$ 34,029.00			
11.02	MAINTENANCE OF POSTAL SERVICE	1		1	LS	\$ 1,526.00	\$ 1,526.00	\$ 1,526.00	-	-		0%	\$ 1,526.00			
11.03	MAINTENANCE OF SOLID WASTE COLLECTION	1		1	LS	\$ 1,176.00	\$ 1,176.00	\$ 1,176.00	-	-		0%	\$ 1,176.00			
11.04	STREAM CROSSING	1		1	LS	\$ 47,044.00	\$ 47,044.00	\$ 47,044.00	-	-		0%	\$ 47,044.00			
						Original Contract Totals	\$ 1,218,960.50	\$ 1,229,136.50	\$ 35,532.05	\$ -	\$ 35,532.05	3%	\$ 1,183,428.45			

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Oelwein
 Engineer: FOX Strand
 Contractor: Dave Schmitt Construction
 Project: Oelwein NE Sanitary Sewer Improvements
 Contract: 2-2023

Owner's Project No.:
 Engineer's Project No.: 7038.015
 Contractor's Project No.:

Application No.: 1 Application Period: From 07/22/23 to 07/28/23 Application Date: 07/03/23

A	B	Contract Information				Work Completed				K	L	M	N					
		C	D	E	F	G	H	I	J									
Bid Item No.	Description	Item Quantity (Original)	Change Order No.1	Quantity + Change Order	Units	Unit Price (\$)	Value of Bid Item Original (C X F) (\$)	Value of Bid Item Original + CO (D X F) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (F X I) (\$)	Materials Currently Stored (not in I) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / H) (%)	Balance to Finish (L-H) (\$)				
Change Order Added Items																		
CO.01	RELOCATION OF MH-40A		1		LS	\$ 1,652.00		1,652.00	1.00	1,652.00		1,652.00	100%	-				
								-		-		-		-				
								-		-		-		-				
								-		-		-		-				
								-		-		-		-				
								-		-		-		-				
Change Order Added Items Totals							\$	1,652.00		\$	1,652.00	\$	-	\$	1,652.00	100%	\$	-
Original Contract and Change Orders																		
Project Totals							\$	1,230,788.50		\$	37,184.05	\$	-	\$	37,184.05	3%	\$	1,183,428.45

August 10, 2023

VIA EMAIL

Dylan Mulfinger
City Administrator/City Hall
Oelwein, IA

Re: \$1,200,000 SRF Sewer Revenue Loan and Disbursement Agreement
File No. 421044-NEW

Dear Dylan:

We have prepared and attach proceedings for the August 14, 2023 City Council meeting to enable the Council to set August 28, 2023 as the date for a hearing on the proposal to enter into the SRF Sewer Revenue Loan and Disbursement Agreement (the “Agreement”).

The documents attached include the following items:

1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution. Please print an extra copy for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization and Establishment Certificate.
4. Outstanding Debt Certificate with respect to the outstanding debt of the Sewer Utility.
5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher’s affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Oelwein. The last date on which this notice can be effectively published is August 24, 2023.

As soon as the notice appears in the newspaper, please have a copy scanned and emailed to lemke.susan@dorsey.com.

Please return one fully executed copy of all completed pages to us as soon as they are available.

Please call Erin Regan, Lauren Baker or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Barb Rigdon
Kaylonna McKee
Tracy Scebold
Tony Toigo
Lee Wagner
Maggie Burger
Fox Strand

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN AND
DISBURSEMENT AGREEMENT

421044-NEW

Oelwein, Iowa

August 14, 2023

The City Council of the City of Oelwein, Iowa, met on August 14, 2023, at 6:00 o'clock p.m., at the Oelwein City Council Chambers, in the City of Oelwein.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____-2023

RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,200,000

WHEREAS, the City of Oelwein (the “City”), in Fayette County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$8,954,000 Taxable Sewer Revenue Bond, SRF Series 2005, dated June 27, 2005 (the “Series 2005 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$900,000 Sewer Revenue Bond, SRF Series 2012, dated November 9, 2012 (the “Series 2012 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$338,000 Taxable Sewer Revenue Bond, SRF Series 2018, dated April 13, 2018 (the “Series 2018 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to the resolutions (the “Outstanding Bond Resolutions”) authorizing the issuance of the Series 2005 Bond, the Series 2012 Bond, and the Series 2018 Bond (collectively, the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$1,200,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the “Project”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on August 28, 2023, at the Oelwein City Council Chambers, in the City, at 6:00 o’clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Administrator is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,200,000

(SEWER REVENUE)

The City Council of the City of Oelwein, Iowa, will meet on August 28, 2023 at the Oelwein City Council Chambers, in the City, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,200,000, for the purpose of paying the cost, to that extent, of planning, designing, and constructing improvements and extensions to the Municipal Sanitary Sewer System (the "Utility") of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Taxable Sewer Revenue Bond, SRF Series 2005, dated June 27, 2005; Sewer Revenue Bond, SRF Series 2012, dated November 9, 2012; Taxable Sewer Revenue Bond, SRF Series 2018, dated April 13, 2018; and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Dylan Mulfinger
City Administrator

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$1,200,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon adoption and approval, as provided by law.

Passed and approved this August 14, 2023.

Mayor

Attest:

City Administrator

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Administrator

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF FAYETTE
CITY OF OELWEIN

SS:

I, the undersigned, City Administrator of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Sewer Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this 15th day of August, 2023.

City Administrator

OUTSTANDING DEBT CERTIFICATE:

STATE OF IOWA
COUNTY OF FAYETTE SS:
CITY OF OELWEIN

I, the undersigned, City Clerk of the City of Oelwein, Iowa (the “City”), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Sanitary Sewer System (the “Utility”), except as follows:

<u>Date</u>	<u>Type</u>	<u>Principal Amount Outstanding</u>	<u>Maturity</u>
06-27-2005	Sewer Revenue	\$ _____	06-01-2026
11-09-2012	Sewer Revenue	\$ _____	06-01-2032
04-13-2018	Sewer Revenue	\$ _____	06-01-2037

(Attach here a separate sheet listing any other outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue, if any)

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF FAYETTE
CITY OF OELWEIN

SS:

I, the undersigned, City Administrator of the aforementioned City, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher’s affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2023.

City Administrator

(Attach here the publisher’s original affidavit with clipping of the notice, as published.)

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher’s affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

August 10, 2023

VIA EMAIL

Dylan Mulfinger
City Administrator/City Hall
Oelwein, Iowa

Re: Oelwein, Iowa
2023-2024 SRF Wastewater System Improvement Project

Dear Dylan:

The purpose of this letter is to explain our role as bond counsel for the City of Oelwein's (the "City") pending 2023-2024 SRF Wastewater System Improvement Project (the "Project") to be financed through the State Revolving Fund loan program. It is our understanding that the City let the contract (the "Bid Letting") for the construction of the Project and is now ready to enter into a long term loan (the "Bond Issue") in the approximate principal amount of \$1,300,000 to finance construction of the Project.

As bond counsel, it will be our responsibility to coordinate activity and legal proceedings necessary to enable the City to authorize the Bond Issue. To accomplish this, we will prepare appropriate resolutions, notices, agreements and certificates, consult with the City's financial advisor and engineer, compile and review a transcript of the Bid Letting process and deliver a legal opinion on the validity of the contract procurement, and undertake such additional duties as required by state law and the circumstances. At closing of the Bond Issue, if the conditions are right, we will provide a written legal opinion that (i) the Bond Issue is a valid and binding obligation of the City; and (ii) the interest will be excluded from gross income for federal income tax purposes.

In performing our services as bond counsel, our sole client will be the City of Oelwein. We will not represent any other party in this financing, and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City.

Based upon (i) our current understanding of the terms, structure, size and schedule of the Project and its financing; (ii) the duties we will undertake; (iii) the time we anticipate devoting to the representation; and (iv) the responsibilities we assume; we estimate that our fees and expenses related to the Bid Letting process opinion and the Bond Issue will be \$13,500.

Page 2

You should be aware that we serve as bond counsel to the Iowa Finance Authority with respect to the State Revolving Fund Program (the "SRF Program") with respect to the SRF Program bond issuances to fund the SRF Program. As bond counsel we will not represent the SRF Program or the City with respect to negotiation of the terms of the Bonds or the Loan and Disbursement Agreement. At this point, it is our understanding that the terms of the financing have been established in the approved SRF Program documents and regulations, and our principal task is to draft documents that conform to the requirements and the terms of the SRF Program. Accordingly, we do not anticipate that our acting as bond counsel to the State with respect to the SRF Program will present any impediment to our acting as bond counsel to the City with respect to the Bonds; and, in fact, we believe our familiarity with the SRF Program could be an advantage to the City in completing its proceedings efficiently.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and scan and email an executed copy to lemke.susan@dorsey.com. If you have questions, please call Erin Regan or me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,



John P. Danos

JPD/lb

I understand and agree to the arrangements stated above.

CITY OF OELWEIN, IOWA

BY: _____
Mayor

Date: August 14, 2023

Attest: _____
City Clerk

Date: August 15, 2023

RESOLUTION NO. _____-2023

RESOLUTION APPROVING CHANGE ORDER #1 IN THE AMOUNT OF -(\$20,897.49) FOR POOL BACKWASH DRAIN IMPROVEMENT

WHEREAS, the original contract price for this project is \$173,173.33; and

WHEREAS, the change order #1 will cost -(\$20,897.49); and

WHEREAS, less staff time and material was needed in this improvement so a reduction in the cost has been made; and

WHEREAS, the project has been designed and administered by Fehr Graham;

WHEREAS, the contractor is Bacon Concrete, LLC;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves Change Order #1 in the amount of -(\$20,897.49) for Pool Backwash Drain Improvement.

Passed and approved this 14th day of August, 2023.

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

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded August 15, 2023.

City Administrator

CHANGE ORDER

No.: 1

Date of Issuance: August 8, 2023

Effective Date: August 4, 2023

Owner: City of Oelwein

Contractor: Bacon Concrete, LLC

Contract:

Project: Pool Backwash Drain Improvements

Owners Contract No.:

Engineer's Project No.: 22-884

Engineer: Fehr Graham – Jon Biederman, PE, LSI, Senior Project Manager

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

Description:

See exhibit.

Reason for Change Order:

See exhibit.

Attachments: (List documents supporting change):

See exhibit.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price

Original Contract Times

\$ 173,173.33

July 28, 2023, seeding completed by August 31, 2023 dates

Previous Change Orders No.

Net change from previous Change Orders

_____ To No. _____
\$ _____

_____ days

Contract Price prior to this Change Order

Contract Time prior to this Change Order

\$ _____

_____ days

Net Decrease of this Change Order

Net Increase of this Change Order

\$ (20,897.49)

August 31, 2023, for all work days or date

Contract Price with all approved Change Orders

Contract Time with all approved Change Orders

\$ 152,275.84

August 31, 2023 days or date

APPROVED: City of Oelwein

ACCEPTED: Bacon Concrete, LLC

Brett DeVore

Cory Bacon, Owner

MAYOR

CONTRACTOR

By: _____
(Signature)

By: Cory Bacon
(Signature)

_____ Date

08/08/2023

_____ Date


	<p>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.</p>
	<p style="text-align: right;"><u>08/08/2023</u> Date</p> <p>Jon Biederman, PE, LSI License Number 13868 My license renewal date is December 31, 2024. Pages covered by this seal: Change Order #1</p>

Exhibit A
 Contract Changes for Project Name, City, Iowa
 Project Number 22-884 - Letting Date May 18, 2023

CHANGE ORDER - SUMMARY OF COST							
NO.	ACTION	ITEM	QUANTITY	UNIT	PRICE/UNIT	DECREASE	INCREASE
4	Decrease	EXPLORATORY EXCAVATION	2.00	HR	\$250.00	-\$500.00	
5	Decrease	TRENCH FOUNDATION	47.00	TON	\$23.00	-\$1,081.00	
6	Eliminate	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	75.00	CY	\$30.00	-\$2,250.00	
7	Decrease	SANITARY SEWER, TRENCHED, 4" DIA, PVC DR-18	3.67	LF	\$47.00	-\$172.49	
9	Increase	SANITARY SEWER, TRENCHED, 16" DIA, PVC DR-18	25.00	LF	\$111.00		\$2,775.00
13	Eliminate	STORM SEWER REPAIR	1.00	LS	\$1,500.00	-\$1,500.00	
15	Eliminate	WATER MAIN, TRENCHED, PVC DR18, 10" DIA	24.00	LF	\$115.00	-\$2,760.00	
16	Eliminate	FITTING, COMPACT DUCTILE IRON	436.00	LB	\$10.00	-\$4,360.00	
17	Eliminate	CONNECTION TO EXISTING WATER MAIN	2.00	EA	\$6,000.00	-\$12,000.00	
22	Increase	PCC, TANK ANTI-BUOYANCY BALLAST	1.50	CY	\$600.00		\$900.00
24	Increase	REMOVAL OF SIDEWALK	4.00	SY	\$9.00		\$36.00
30	Increase	CURB AND GUTTER REMOVAL	1.00	LF	\$15.00		\$15.00
A		Completion time.					
TOTALS						-\$24,623.49	\$3,726.00
TOTAL CHANGE ORDER COST						-\$20,897.49	

Justification:

Items 4, 5, 7, 9, 22, 24 and 30: Actual quantities.

Items 6, 13, 15, 16 and 17: Not needed.

A: Contractor was not able to start construction when originally planned due to long material procurement time.

RESOLUTION NO. _____-2023

RESOLUTION APPROVING PAY APPLICATION NO. 1 IN THE AMOUNT OF \$103,553.06 FOR POOL BACKWASH DRAIN IMPROVEMENT PROJECT

WHEREAS, the original contract price for this project is \$173,173.33; and

WHEREAS, the pay application #1 will cost \$103,553.06; and

WHEREAS, the project has been designed and administered by Fehr Graham;

WHEREAS, the contractor is Bacon Concrete, LLC;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves Pay Application #1 in the Amount of \$35,324.85 for Oelwein NE Sanitary Sewer Improvements project.

Passed and approved this 14th day of August, 2023.

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

- Stewart
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded August 15, 2023.

City Administrator

PARTIAL PAY ESTIMATE NUMBER ONE
 POOL BACKWASH DRAIN IMPROVEMENTS, OELWEIN, IOWA
 PROJECT NUMBER 22-884

Name of Contractor: Bacon Concrete, LLC 370 N. Bancroft St., PO Box 188 Postville, IA 52162	Name of Owner: City of Oelwein 20 2nd Avenue SW Oelwein, IA 50662
---	---

Date of Completion: Original: July 28, 2023, seeding completed by August 31, 2023 Revised: August 31, 2023 (All Work)	Amount of Contract: Original: \$ 173,173.33 Revised: \$ 152,275.84 Through Change Order: 1	Dates of Estimate: From: Start Through: August 4, 2023
---	---	--

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
BID ITEMS									
1	2010-C	CLEARING AND GRUBBING	1	LS	\$ 750.00	1	\$ 750.00	1	\$ 750.00
2	2010-J	SUBBASE, MODIFIED, 6" THICK	172.9	SY	\$ 8.00		\$ -		\$ -
3	2010-J	SUBBASE, MODIFIED, 4" THICK	106.8	SY	\$ 7.00		\$ -		\$ -
4*	2010-999-A	EXPLORATORY EXCAVATION	2	HR	\$ 250.00		\$ -		\$ -
5*	3010-C	TRENCH FOUNDATION	20	TON	\$ 23.00		\$ -		\$ -
6*	3010-D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL		CY	\$ 30.00		\$ -		\$ -
7*	4010-A-1	SANITARY SEWER, TRENCHED, 4" DIA, PVC DR-18	168.33	LF	\$ 47.00	168.33	\$ 7,911.51	168.33	\$ 7,911.51
8	4010-A-1	SANITARY SEWER, TRENCHED, 12" DIA, PVC DR-18	12	LF	\$ 126.00	12	\$ 1,512.00	12	\$ 1,512.00
9*	4010-A-1	SANITARY SEWER, TRENCHED, 16" DIA, PVC DR-18	49	LF	\$ 111.00	74	\$ 8,214.00	74	\$ 8,214.00
10	4010-K	SANITARY SEWER ABANDONMENT, PLUG, 4" DIA.	1	EA	\$ 250.00	1	\$ 250.00	1	\$ 250.00
11	4010-K	SANITARY SEWER ABANDONMENT, PLUG, 12" DIA.	3	EA	\$ 250.00	3	\$ 750.00	3	\$ 750.00
12	4010-999-A	VENT LINE, PVC SCHED 40, 4" DIA	29	LF	\$ 46.00	22.5	\$ 1,035.00	22.5	\$ 1,035.00
13*	4020-999-A	STORM SEWER REPAIR		LS	\$ 1,500.00		\$ -		\$ -
14	4999-A	CHECK VALVE, TIDEFLEX, 4" DIA.	1	EA	\$ 1,200.00	1	\$ 1,200.00	1	\$ 1,200.00
15*	5010-A-1	WATER MAIN, TRENCHED, PVC DR18, 10" DIA		LF	\$ 115.00		\$ -		\$ -
16*	5010-C-2	FITTING, COMPACT DUCTILE IRON		LB	\$ 10.00		\$ -		\$ -
17*	5010-999-A	CONNECTION TO EXISTING WATER MAIN		EA	\$ 6,000.00		\$ -		\$ -
18	5020-A	VALVE, 4" DIA, PLUG	2	EA	\$ 1,600.00	2	\$ 3,200.00	2	\$ 3,200.00
19	6010-A	MANHOLE, PCC, 4' ID	6	EA	\$ 5,200.00	6	\$ 31,200.00	6	\$ 31,200.00
20	6010-G	CONNECTION TO EXISTING MANHOLE	1	EA	\$ 1,400.00	1	\$ 1,400.00	1	\$ 1,400.00

Item	Code	Description	Quantity	Unit	Unit Price	This Period		Total To Date	
						Quantity	Amount	Quantity	Amount
21	6010-999-A	HOLDING TANK, COMPLETE, EXCLUDING ANTI-BUOYANCY BALLAST	2	EA	\$ 13,800.00	2	\$ 27,600.00	2	\$ 27,600.00
22*	6010-999-B	PCC, TANK ANTI-BUOYANCY BALLAST	19	CY	\$ 600.00	19	\$ 11,400.00	19	\$ 11,400.00
23	7010-A	PAVEMENT, PCC, REINFORCED, 7" THICK	172.9	SY	\$ 110.00		\$ -		\$ -
24*	7030-A	REMOVAL OF SIDEWALK	110.8	SY	\$ 9.00	110.8	\$ 997.20	110.8	\$ 997.20
25	7030-A	REMOVAL OF DRIVEWAY	37.54	SY	\$ 9.00	37.54	\$ 337.86	37.54	\$ 337.86
26	7030-E	SIDEWALK, PCC, 5" THICK	106.89	SY	\$ 58.00		\$ -		\$ -
27	7030-H-1	DRIVEWAY, PCC, 7" THICK	34.96	SY	\$ 95.00		\$ -		\$ -
28	7040-H	PAVEMENT REMOVAL (ASPHALT)	37.14	SY	\$ 6.00	37.14	\$ 222.84	37.14	\$ 222.84
29	7040-H	PAVEMENT REMOVAL (PCC)	90.59	SY	\$ 9.00	90.59	\$ 815.31	90.59	\$ 815.31
30*	7040-I	CURB AND GUTTER REMOVAL	30.5	LF	\$ 15.00	30.5	\$ 457.50	30.5	\$ 457.50
31	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,500.00	0.7	\$ 1,750.00	0.7	\$ 1,750.00
32	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.1	AC	\$ 6,500.00		\$ -		\$ -
33	9040-E	TEMPORARY ROLLED EROSION CONTROL PRODUCTS, TYPE 2.D	195	SY	\$ 3.40		\$ -		\$ -
34	9060-D	REMOVAL AND REINSTALLATION OF EXISTING FENCE, CHAIN LINK (TYPE), 6' (SIZE)	116	LF	\$ 80.00		\$ -		\$ -
35	11020-A	MOBILIZATION	1	LS	\$ 8,000.00	1	\$ 8,000.00	1	\$ 8,000.00
		TOTAL BID ITEMS					\$ 109,003.22		\$ 109,003.22

PARTIAL PAY ESTIMATE NUMBER ONE
POOL BACKWASH DRAIN IMPROVEMENTS, OELWEIN, IOWA
PROJECT NUMBER 22-884

This Period		Retainer 5.00%	Total to Date	
\$	109,003.22	Amount Earned	\$	109,003.22
\$	5,450.16	Amount Retained	\$	5,450.16
XXXXXXXXXXXXXXXXXXXX		Previous Payments		
\$	103,553.06	Amount Due	\$	103,553.06

Estimated Percent of Job Completed

71.58%

Is Contractor's Construction Progress on Schedule?

Yes

Submitted By:

Approved By:

Bacon Concrete, LLC

City of Oelwein

By: Cory Bacon Date: 08/08/2023
Cory Bacon, President

By: _____ Date: _____
Brett DeVore, Mayor

Recommended By:

Fehr Graham

By: _____ Date: _____
Dylan Mulfinger, City Administrator

By: [Signature] Date: 08/08/2023
Jon Biederman, PE, LSI,, Senior Project Manager

RESOLUTION NO. _____-2023

RESOLUTION APPROVING A PAY APPLICATION NUMBER THREE IN THE AMOUNT OF \$137,742.73 WITH MATT CONSTRUCTION FOR PLAZA PARK PROJECT

WHEREAS, the City of Oelwein is working to finish the Plaza Park project; and

WHEREAS, pay application number three is \$137,742.73; and

WHEREAS, the work has been completed and is satisfactory; and

WHEREAS, the project has been designed and administered by Confluence;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a Pay Application Number Three in the Amount of \$137,742.73 with Matt Construction for Plaza Park Project

Passed and approved this 14th day of August 2023.

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

- Stewart
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded August 15, 2023.

City Administrator

OELWEIN PLAZA PARK IMPROVEMENTS
 CITY OF OELWEIN
 3/24/2023 - Base Bid including Addendum #1, 2, 3, 4

Date:
 Application #:

6/24/23 8/2/23
 3 Revised

ITEM #	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	From Previous Application	From This Application	Total Complete	% Complete	Balance To Finish	Retainage
DIVISION 1 - GENERAL											
1	Traffic Control + Construction Fencing	1	LS	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
2	Removal for Asphalt Pavement at Alley Edge	174	SY	\$17.00	\$2,958.00	\$2,958.00	\$0.00	\$2,958.00	100.00%	\$0.00	\$147.90
3	Removal of Concrete Planters	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
4	Removal + Relocation of Fencing	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
DIVISION 2 - EARTHWORK											
5	Topsoil, On-site, 4 Inch Depth (Strip, Salvage, Spread)	1	LS	\$4,120.00	\$4,120.00	\$4,120.00	\$0.00	\$4,120.00	100.00%	\$0.00	\$206.00
6	Topsoil, Haul, Placement	1	LS	\$2,400.00	\$2,400.00	\$2,040.00	\$360.00	\$2,400.00	100.00%	\$0.00	\$120.00
7	Excavation, Class 10, Balance Cut/Fill On-site	1	LS	\$2,320.00	\$2,320.00	\$2,320.00	\$0.00	\$2,320.00	100.00%	\$0.00	\$116.00
8	Structural Impervious Fill, Haul, Placement and	1	LS	\$6,200.00	\$6,200.00	\$6,200.00	\$0.00	\$6,200.00	100.00%	\$0.00	\$310.00
9	Compaction Testing	1	LS	\$5,951.00	\$5,951.00	\$5,653.45	\$297.55	\$5,951.00	100.00%	\$0.00	\$297.55
10	Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
DIVISION 6 - UTILITIES											
11	Sanitary Sewer Service	1	LS	\$5,200.00	\$5,200.00	\$5,200.00	\$0.00	\$5,200.00	100.00%	\$0.00	\$260.00
12	Water Service	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
13	Electrical Service	1	LS	\$36,500.00	\$36,500.00	\$29,200.00	\$7,300.00	\$36,500.00	100.00%	\$0.00	\$1,825.00
14	Festoon Lighting	380	LF	\$8.00	\$3,040.00	\$3,040.00	\$0.00	\$3,040.00	100.00%	\$0.00	\$152.00
15	Festoon Poles, Footings, and Connection Hardware	6	EA	\$1,558.00	\$9,348.00	\$9,348.00	\$0.00	\$9,348.00	100.00%	\$0.00	\$467.40
DIVISION 7 - STREETS AND RELATED WORK											
16	Pavement, PCC, 5 in Thickness - Walkways	648	SY	\$90.00	\$58,320.00	\$46,656.00	\$11,664.00	\$58,320.00	100.00%	\$0.00	\$2,916.00
17	Subbase, Modified, 6 Inch @ PCC Walks	154	CY	\$54.00	\$8,316.00	\$8,316.00	\$0.00	\$8,316.00	100.00%	\$0.00	\$415.80
18	Pavement, PCC, 4 in Thickness - Play Surfacing	236	SY	\$80.00	\$18,880.00	\$18,880.00	\$0.00	\$18,880.00	100.00%	\$0.00	\$944.00
19	Subbase, Modified, 6 Inch @ Play Surfacing Subbase	78	CY	\$54.00	\$4,212.00	\$4,212.00	\$0.00	\$4,212.00	100.00%	\$0.00	\$210.60
20	Pavement, HMA, Full-Depth - Alley Transition	40	TON	\$259.00	\$10,360.00	\$10,360.00	\$0.00	\$10,360.00	100.00%	\$0.00	\$518.00
21	Curb and Gutter, 6 in Tall, 24 in Width, 6 in Thickness	310	LF	\$50.00	\$15,500.00	\$15,500.00	\$0.00	\$15,500.00	100.00%	\$0.00	\$775.00
DIVISION 9 - SITE WORK AND LANDSCAPING											
22	Seeding & Fertilizing, Type 1	0.50	AC	\$ 7,300.00	\$ 3,650.00	\$0.00	\$3,650.00	\$3,650.00	100.00%	\$0.00	\$182.50
23	Watering	1	LS	\$ 2,200.00	\$ 2,200.00	\$0.00	\$2,200.00	\$2,200.00	100.00%	\$0.00	\$110.00
23	Trees to be relocated	3	EA	\$ 410.00	\$ 1,230.00	\$1,230.00	\$0.00	\$1,230.00	100.00%	\$0.00	\$61.50
24	Deciduous Trees with Warranty	11	EA	\$ 665.00	\$ 7,315.00	\$0.00	\$7,315.00	\$7,315.00	100.00%	\$0.00	\$365.75
25	Evergreen Trees with Warranty	4	EA	\$ 745.00	\$ 2,980.00	\$0.00	\$2,980.00	\$2,980.00	100.00%	\$0.00	\$149.00
26	Deciduous and Evergreen Shrubs with Warranty	46	EA	\$ 82.00	\$ 3,772.00	\$0.00	\$3,772.00	\$3,772.00	100.00%	\$0.00	\$188.60
27	Ornamental Grasses with Warranty	104	EA	\$ 53.00	\$ 5,512.00	\$0.00	\$5,512.00	\$5,512.00	100.00%	\$0.00	\$275.60
28	Shredded Hardwood Mulch for Plant Beds	48	CY	\$ 138.00	\$ 6,624.00	\$0.00	\$6,624.00	\$6,624.00	100.00%	\$0.00	\$331.20
29	Installation of Reclaimed Limestone Blocks	31	EA	\$ 155.00	\$ 4,805.00	\$0.00	\$4,805.00	\$4,805.00	100.00%	\$0.00	\$240.25
DIVISION 11 - MISCELLANEOUS											
29	Construction Staking	1	LS	\$ 6,200.00	\$ 6,200.00	\$5,580.00	\$620.00	\$6,200.00	100.00%	\$0.00	\$310.00
30	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$50,000.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$2,500.00
31	Concrete Washout Basin, Lined	1	LS	\$ 1,000.00	\$ 1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
DIVISION 12 - SPECIAL PROVISIONS											
32	4 Qty. Universal Restroom - Fabricated Container	1	LS	\$ 93,465.00	\$ 93,465.00	\$84,118.50	\$9,346.50	\$93,465.00	100.00%	\$0.00	\$4,673.25
33	Concessions + Storage - Fabricated Container Building	1	LS	\$ 109,587.00	\$ 109,587.00	\$98,628.30	\$10,958.70	\$109,587.00	100.00%	\$0.00	\$5,479.35
34	Shade Structure	1	LS	\$ 27,683.00	\$ 27,683.00	\$27,683.00	\$0.00	\$27,683.00	100.00%	\$0.00	\$1,384.15
35	Shade Structure - Footings & Installation	1	LS	\$ 8,450.00	\$ 8,450.00	\$3,380.00	\$5,070.00	\$8,450.00	100.00%	\$0.00	\$422.50
Play Features											
35	Play Mounds & Synthetic Turf Surfacing	1	LS	\$ 70,804.00	\$ 70,804.00	\$35,402.00	\$35,402.00	\$70,804.00	100.00%	\$0.00	\$3,540.20
36	Mushroom Steppers - 8 inch	2	EA	\$ 1,545.00	\$ 3,090.00	\$2,317.50	\$772.50	\$3,090.00	100.00%	\$0.00	\$154.50
37	Mushroom Steppers - 10 inch	3	EA	\$ 1,545.00	\$ 4,635.00	\$3,476.25	\$1,158.75	\$4,635.00	100.00%	\$0.00	\$231.75
38	Mushroom Steppers - 20 inch	3	EA	\$ 1,905.00	\$ 5,715.00	\$4,286.25	\$1,428.75	\$5,715.00	100.00%	\$0.00	\$285.75
39	Log Steppers - 8 inch	2	EA	\$ 1,190.00	\$ 2,380.00	\$1,785.00	\$595.00	\$2,380.00	100.00%	\$0.00	\$119.00
40	Log Steppers - 18 inch	2	EA	\$ 1,515.00	\$ 3,030.00	\$2,272.50	\$757.50	\$3,030.00	100.00%	\$0.00	\$151.50
41	Log Steppers - 28 inch	2	EA	\$ 2,130.00	\$ 4,260.00	\$3,195.00	\$1,065.00	\$4,260.00	100.00%	\$0.00	\$213.00
CO#1	Storm water pipe				\$852.50	\$0.00	\$852.50	\$852.50	100.00%	\$0.00	\$42.63
CO#2	saw cut existing sidewalk				\$1,054.08	\$0.00	\$1,054.08	\$1,054.08	100.00%	\$0.00	\$52.70
CO#3	insulation and radon				\$6,063.40	\$0.00	\$6,063.40	\$6,063.40	100.00%	\$0.00	\$303.17
CO#4	over excavation - PENDING				\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
CO#5	container changes				\$5,398.50	\$0.00	\$5,398.50	\$5,398.50	100.00%	\$0.00	\$269.93
CO#6	outlets				\$720.00	\$0.00	\$720.00	\$720.00	100.00%	\$0.00	\$36.00
								\$0.00	100.00%	\$0.00	\$0.00
								\$0.00	100.00%	\$0.00	\$0.00
								\$0.00	100.00%	\$0.00	\$0.00
BASE BID TOTAL					\$660,600.48	\$522,857.75	\$ 137,742.73	\$660,600.48		\$ -	\$33,030.02

RESOLUTION NO. _____-2023

RESOLUTION TO RESURFACE THE TENNIS COURTS FOR \$34,000 IN PARTNERSHIP WITH THE OELWEIN COMMUNITY SCHOOL DISTRICT

WHEREAS, the City of Oelwein and Oelwein Community School District had entered into a 28E agreement on January 13th, 2014 to construct and maintain the Tennis Court Facility; and

WHEREAS, it has come time to resurface the tennis court to maintain their safe and effective use; and

WHEREAS, two bids were received from Pro Track in the amount of \$68,000.00 and McConnell & Associate in the amount of \$88,019.00; and

WHEREAS, the city portion of the resurfacing would amount to \$34,000; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves to Resurface the Tennis Courts for \$34,000 in Partnership with the Oelwein Community School District

Passed and approved this 14th day of August 2023.

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:

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

Dylan Mulfinger, City Administrator

Recorded August 15, 2023.

City Administrator



August 8, 2023

To: Honorable Mayor Devore and Council Members, Mr. Dylan Mulfinger

Re: Resurfacing of School/City Tennis Courts

Dear Mayor, Council, and Mr. Mulfinger,

On January 13, 2014 the School and the City entered into a 28E agreement to construct and maintain a shared Tennis Court Facility. This has been a successful partnership over the years and the District wishes to continue this partnership. I have attached the agreement for your quick reference.

Item #7 discusses shared costs for maintenance and repair.

It has come time to resurface the tennis courts to maintain their safe and effective use. We notified Mr. Mulfinger of our intent to seek repair during fiscal year 2024. In doing so we have solicited bids from a handful of contractors across the Midwest, receiving only two in return, with the intent to seek completion of this project in the fall of 2023.

Attached you will find two bids: One from Pro Track and Tennis Inc. and another from McConnell & Associates

Pro Track:
\$67,000 - Purple and Grey or \$80,500 for purple and Gold
+Add on - Fixing "birdbaths" \$16,500
+Add on - Pickleball court (2 courts) \$1000 per

McConnell and Associate:
\$88,019

We are recommending the Purple and Grey surface for \$67,000 and two pickleball courts for \$1000. At this time we would reject the cost of fixing the birdbaths.

We are requesting your participation of half of the costs at \$34,000 for the resurfacing of the Tennis Courts. The District will be able to execute this contract upon your approval and would seek reimbursement within 180 days from completion of the project.

Sincerely,

Josh Ehn - Superintendent

Derek Kuennen - Activities Director

CITY OF OELWEIN AND OELWEIN COMMUNITY SCHOOL DISTRICT
SHARED USE - 28E AGREEMENT

THIS AGREEMENT made and entered into the 13th day of January, ~~2013~~, 2014 by and between CITY OF OELWEIN, IOWA (hereinafter referred to as "City"), and OELWEIN COMMUNITY SCHOOL DISTRICT (hereinafter referred to as "District");

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

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

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

WHEREAS, Parties find that joint and cooperative action will be to their mutual advantage and will promote more efficient and expanded use of City and District facilities;

WHEREAS, District has a need for the development of tennis courts for its students and related school uses;

WHEREAS, City has a need for the development of tennis courts for use by its citizens;

WHEREAS, City and District own contiguous parcels of Real Estate which are legally described on Exhibit A hereto ("the Real Estate") which currently has tennis courts constructed thereon;

WHEREAS, City and District have determined that it is beneficial for each entity to jointly participate in the removal of the existing tennis courts and the construction, development, use and maintenance of new tennis courts on the Real Estate;

WHEREAS, Parties wish to formalize their agreement as to the removal of the tennis courts and the construction, development, use and maintenance of new tennis courts on the Real Estate and believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into and will be to their mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the District agree as follows:

1. Purpose. The parties specifically agree that this Agreement is entered into for the purpose of development and construction and of the Real Estate as tennis courts and for the subsequent joint use of said tennis courts for public and school purposes and benefits. Tennis Courts as defined herein, shall reference perimeter fence, court surface, net, post and components, but shall exclude lights, light poles, and bleachers.

2. Construction Costs and Shared Usage. The Real Estate shall be developed into six doubles tennis courts as per the mutually accepted plans and specifications marked as Exhibit “B” herein. The actual project costs totaling \$219,275.00 are as follows:

Original Tennis Court Contract Amount:	\$365,199	
Additions from Change Orders:	8,280	
Architectural Fees:	<u>20,796</u>	
Total Cost of the Tennis Court Project;		\$394,275
Grants Received:		<u>(175,000)</u>
Net Total Project Cost:		\$219,275

The District shall advance and pay the entire cost of the project. For its rights to use the tennis courts under this Agreement, the City of Oelwein shall pay usage fees to reimburse the District 50% of net total project cost pursuant to the following payment schedule:

- A. City to receive credit of \$26,250.00 for District contribution to girl’s softball facility construction on real estate owned by City;
- B. \$20,846.00 on or before June 30, 2014;
- C. \$20,846.00 on or before June 30, 2015;
- D. \$20,846.00 on or before June 30, 2016; and
- E. \$20,846.00 on or before June 30, 2017.

In the event there are additional grants applied to the project costs, the installment payments will be reduced by one-half of the decrease in the net project costs.

3. Title. The parties agree that the title to the premises shall remain in each respective party as their separate ownership currently appears, pursuant to the real estate ownership shown within Exhibit “A” and subject to the rights and obligations of the parties as specified herein.

4. Use Premises. During the term of this Agreement, the tennis courts shall be jointly used by the City and the District as mutually agreed, If necessary, a schedule of use will be developed by the Administrator of the City and the Superintendent of the District.

5. Administration. The terms and conditions of this Agreement shall be administered by the Administrator for the City and the Superintendent of the District.

6. Term of the Agreement. This Agreement shall be in effect from the date of execution thereof and will continue for an initial period of twenty-five (25) years, ending December 31, 2038. This Agreement will automatically renew for successive five (5) year periods, unless either party provides written notice by March 1 that the Agreement will terminate effective the following June 30. In addition, the Agreement may be terminated in the following manner:

- A. By written agreement of the parties; or
- B. By either party for breach of any of the terms of this Agreement.

Termination shall be accomplished by giving written notice to the breaching party specifying the breach and stating that the Agreement will be terminated if the breach is not cured within thirty (30) days. Failure to cure the breach within thirty (30) days of receipt of such notice shall result in automatic termination of this Agreement. Upon termination of this Agreement, title to the premises and ownership of any fixtures thereon shall remain with each party pursuant to the terms of Paragraph 3.

7. Maintenance and Repair Expenses. During the term of this Agreement, all maintenance and repair costs associated with the tennis courts shall be divided equally between the District and the City. The Superintendent of the District and the Administrator for the City shall consult and determine the expenses that are necessary and as appropriate recommend approval of such expenses for allocation to the City and /or District as appropriate and consistent with the spirit of this agreement.

Lawn mowing and landscaping shall be the responsibility and cost of District.

8. Electrical Use and Drinking Water. The City shall supply drinking water and shall be responsible for cost of all electricity utilized for lighting the tennis courts.

9. Liability. The parties hereto specifically agree to adequately insure their respective interests and to maintain adequate liability insurance during the period of its usage by either party. Each party further specifically agrees to indemnify and hold harmless the other party from any and all liability arising from the use of said tennis courts while in the possession and control of that party.

10. Notice to Parties. Any notices, requests, instruments or other documentation to be given hereunder by either party to the other shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

To the City: City of Oelwein
 20 - 2nd Ave. SW
 Oelwein IA 50662

To District: Oelwein Community School District
307 - 8th Ave. SE
Oelwein IA 50662

If any party desires to change the address for notification, it shall notify the other parties in writing at the address for notice in the manner herein provided notice.

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

12. ENTIRE AGREEMENT - AMENDMENT. This Agreement contains the entire understanding between the City and District and cannot be changed or terminated orally but only by an agreement in writing signed by both the City and District.

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

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

OELWEIN COMMUNITY
SCHOOL DISTRICT

CITY OF OELWEIN, IOWA

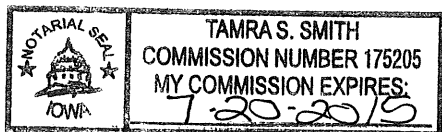
By Candace King RN
Candace King, President of
Board of Education

By Larry G. Murphy
Larry G. Murphy, Mayor

By Jamie Letzring
Jamie Letzring, City Administrator

STATE OF IOWA, COUNTY OF FAYETTE, SS:

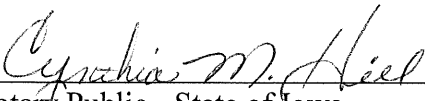
On this 23 day of December, 2013, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Larry G. Murphy and Jamie Letzring, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Oelwein, Iowa; a municipal corporation; and that the instrument was signed on behalf of the corporation, by authority of its City council, and Larry G. Murphy and Jamie Letzring acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



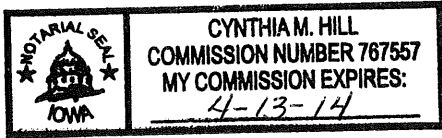
Tamra S. Smith
Notary Public - State of Iowa

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 13th day of January, 2014, ~~2013~~, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared Candace King, to me personally known, who being by me duly sworn, did say that she is the President of the Oelwein Community School District Board of Education, executing the within and foregoing instrument to which this is attached, that the instrument was signed on behalf of the Oelwein Community School District by authority of its Board of Education; and that Candace King as President of the Oelwein Community School District Board of Education acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Oelwein Community School District, by it and by them voluntarily executed.



Notary Public - State of Iowa





PROPOSAL

Item 13.

Bid ID Number:53172
Date:8/8/2023

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: Oelwein Community School District 307 8th Ave. SE Oelwein, IA 50662</p> <p>PHONE: _____ FAX: _____</p> <p>CONTACT: Derek Kuennen A.D.</p>	<p>Job Proposed: Oelwein High School 315 8th Ave SE Oelwein, IA 50662</p>
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Description	Quantity	Units	Net Price
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COURT POWER WASHING:
Thoroughly power wash all dirt and debris from the tennis courts with a 4000 PSI power washer.

COURT CRACK FILLING:
Fill cracks with CBM. CBM is a mixture of Portland cement, sand, and a latex bonding agent designed for tennis court patching.
Apply multiple applications of acrylic resurfacer to hide out the repairs.

NOTE: No guarantee for crack filling.
Due to the natural movement of pavement, existing cracks will reappear and new cracks will form.

BIRDBATH FILLING:
Fill birdbaths with court patch binder, Portland cement, and silica sand mixture.
Grind edges smooth.
Apply multiple applications of Acrylic Resurfacer to hide out the repairs.

NOTE: No guarantee to totally remove all ponding areas.

<p>Color Coating: Acid etch and power wash concrete slab Apply (1) Coat of concrete primer Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat. Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat. Layout and Paint Playing lines per ASBA standards.</p>	<p>\$88,019.00</p>
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COURT COLOR SELECTION

Playing Area: _____

Border: _____

Kitchen (Pickleball only): _____

Line Color: _____

Note: See color chart for options



PROPOSAL

Item 13.

Bid ID Number:53172
Date:8/8/2023

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: Oelwein Community School District 307 8th Ave. SE Oelwein, IA 50662</p> <p>PHONE: _____ FAX: _____</p> <p>CONTACT: Derek Kuennen A.D.</p>	<p>Job Proposed: Oelwein High School 315 8th Ave SE Oelwein, IA 50662</p>
--	--

Description	Quantity	Units	Net Price
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NO GUARANTEE FOR CRACK REPAIRS/FILLING. EXISTING CRACKS WILL REAPPEAR AND NEW CRACKS WILL FORM.

NO GUARANTEE TO TOTALLY ELIMINATE BIRD BATHS OR WATER SPOTS.

Price is for one mobilization. Each additional mobilization will be billed at \$1,500.00 each.

Price includes all applicable taxes.

EXCLUSIONS:

- Bonds (If required add 1% to total amount)
- Permits
- Seeding/sod
- Fence work
- Concrete work
- Windscreen
- Tennis court accessories
- Lighting
- Padding
- Any items not listed above.

Total \$88,019.00

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Gage Miller

PAYMENT AND COLLECTION

PAYMENT IS DUE UPON RECEIPT OF COMPANY'S INVOICE. IF COMPANY PROVIDES THIS AGREEMENT/PROPOSAL/BID TO AN ATTORNEY FOR ENFORCEMENT OF ITS TERMS, INCLUDING BUT NOT LIMITED TO COLLECTION OF AMOUNTS DUE, YOU AGREE TO PAY ALL EXPENSES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, EXPERT FEES, COURT COSTS, SERVICE FEES, AND ANY OTHER EXPENSE ASSOCIATED WITH COLLECTION. IN THE EVENT ALL SUMS ARE NOT PAID WHEN DUE, ALL UNPAID SUMS SHALL BEAR INTEREST AT THE (18%) PER ANNUM UNTIL PAID IN FULL.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory, and are hereby accepted.

Signature: _____

Name & Title (Please Print): _____

Date Accepted: _____

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

7409 N. 160th Street
Bennington, NE 68007
PH 402.238.2900
PH 800.498.4395
FX 402.238.2987
www.protrackandtennis.com

PRO TRACK AND TENNIS, INC.

Tennis Court Proposal



We Proudly Present This Proposal To

Jamie Jacobs
Oelwein Public Schools
815 8th Ave. SE
Oelwein, IA 50662
Cell: 319-830-4941
jjacobs@oelwein.k12.ia.us

ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from June 28, 2023.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

Please initial the appropriate boxes below to designate acceptance of the following options.

<input type="checkbox"/>	OPTION #1: Color Coat Six (6) Courts: Purple/Sand Dune Sixty-seven thousand dollars	\$67,000.00
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<input type="checkbox"/>	OPTION #2: Color Coat Six (6) Courts: Purple/Gold Eighty thousand, five hundred dollars	\$80,500.00
--------------------------	---	--------------------

<input type="checkbox"/>	OPTION #3: Add to Option #1 or #2 Fill Bird Baths/Low Lying Areas Sixteen thousand, five hundred dollars	\$16,500.00
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<input type="checkbox"/>	OPTION #4: Add to Option #1 or #2 Pickleball Game Lines: PER COURT Five hundred dollars per court	\$500.00
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Payment to be made as follows:

A down payment of 40% is due upon acceptance of proposal. The remaining balance is due on the day the job is complete and accepted by the owner.

Acceptance

The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.

_____ Signature	_____ Signature
_____ Print	_____ Print
_____ Date	_____ Date
Oelwein Public Schools-Oelwein, IA	Pro Track and Tennis, Inc.

After signing, please return to Pro Track and Tennis, Inc.
Thank you very much for your business



Professional Track and Tennis
A Division of Pro Track and Tennis, Inc. A NE Corporation
800.498.4395 - www.protrackandtennis.com



ref.0035c

RESOLUTION NO. _____-2023

RESOLUTION TO APPROVE THE FEMA SAFER GRANT FIRE DEPARTMENT LED SIGN PROJECT TO VARSITY GROUP MARKETING & SIGNS IN THE AMOUNT OF \$44,993.00.

WHEREAS, the Fire Department has been awarded a \$45,000 grant from the FEMA SAFER grant for a double-sided LED sign; and

WHEREAS, in April the bid process was initiated for this project and one bid was received by the timeline; and

WHEREAS, three bids were necessary for grant funding and bidding was reopened until June 20, 2023; and

WHEREAS, three bids were received:

- Nesper Sign Advertising of Cedar Rapids in the amount of \$44,809.52
- Nagle Signs Inc. of Waterloo in the amount of \$47,810.14
- Varsity Group Marketing & Signs of Urbandale in the amount of \$44,993.00; and

WHEREAS, Varsity Group Marketing & Signs was the lowest bid \$44,993.00; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the FEMA SAFER Grant Fire Department LED Sign project to Varsity Group Marketing & Signs in the amount of \$44,993.00.

Passed and approved this 14th day of August 2023.

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

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded August 15, 2023.

City Administrator



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

FROM: Jeremy P. Logan, Public Safety Chief

DATE: August 8, 2023

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

SUBJECT: Fire Department LED Sign - Bid Award Recommendation

The City of Oelwein - Fire Department has been awarded a \$45,000 grant from the FEMA-SAFER grant for a double-sided LED sign. The purpose of the sign is to enhance marketing and recruitment-retention efforts for the Oelwein Fire Department.

On April 17, 2023 the bid process was initiated for this project. Request for proposals was provided to seven reputable vendors. Five vendors responded that they had an interest in the project and three vendors conducted site visits/virtual meetings to discuss the project. The proposal deadline was set for May 30, 2023. On the date of the deadline, the city received one proposal. A few days after the deadline, an additional vendor submitted a proposal. An additional vendor, that had conducted a site visit, indicated that their representative fell ill with Covid19 and they were not able to submit a proposal in time. A review of the proposal received within the timeline, showed that the proposal did not meet the bid specifications. A review of the late bid reflected the same. The City of Oelwein and grant funded items generally desire to see at least three bids on a project.

On June 6, 2023, a second RFP was disseminated to the three vendors that had conducted site visits and maintained communication. This RFP provided further clarification on the project and detailed the areas in which the received RFP's were deficient. This second RFP had a deadline of June 20, 2023. At the time of the deadline, one company had submitted a proposal. Again, in the interest of receiving at least three competitive bids, we made personal contact with all three vendors and met with them to discuss the project and reason for not receiving more than one bid. The two vendors that failed to submit a bid advised that they misunderstood the deadline and wording listing them as the general contractor. The vendor that had submitted their proposal in time, needed further clarification on the project as their bid did not meet all areas of the bid specification.

Each of these vendors advised that they understood the project parameters and they were provided a new deadline of July 18th to provide a proposal. Again, only one company provided a proposal on time. The other two vendors provided their proposals after the deadline with one providing a proposal on July 24th and the other on July 26th.

The following outlines those proposals:



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

- 1) Nesper Sign Advertising (Cedar Rapids): This vendor was late on each submission. Their final proposal is the lowest bid by approximately \$191, however, this proposal is not within the specs for the project as it is an 8mm display and the final specs called for a 6 mm display. Other vendors provided a 6 mm option as required. Their final proposal price for the qualifying sign =
\$44,809.52

- 2) Nagle Signs Inc. (Waterloo): This vendor was late on each submission. We had to reach out to them each step of the way to obtain information and proposals. Their final proposal price for the qualifying sign =
\$47,810.14

- 3) Varsity Group Marketing & Signs (Urbandale): This vendor was timely in each submission. Their final proposal price for the qualifying sign =
\$44,993.00

After receiving the bids, we received late notice from FEMA on a new requirement for the sign project. The Oelwein Fire Department sits in a flood zone. In order to continue with the project, FEMA is now requiring that the electrical component connections and the lowest part of the LED sign be at least four feet above ground. This late requirement would increase the size of the posts for the sign as well as the length of the electrical run for the project.

A conversation was had with Varsity Group on this new requirement. They estimated an additional cost of \$350 to meet those guidelines. Further discussion with Varsity Group has them agreeing to reduce that expense so that we can come within budget for this project. Varsity Group has agreed to a final proposal price of \$44,998 for this project.

I would respectfully recommend Varsity Group Marketing & Signs bid of \$44,998 for the double-sided LED sign project. The grant provides 100% reimbursement for this project and is within the grant budgeted amount.



Quote

P.O. Box 7853, Urbandale, IA 50323

#0053023-6rev

FOR:

Date: Aug. 8, 2023

City of Oelwein
 20 Second Avenue SW
 Oelwein, IA 50662
 Phone: 641-732-3102

Contact: Scott Hale
 Phone: 515-967-5500

Quote valid for 30 days

RE: Fire Department Outdoor LED Sign Project

Item / Description	Cost
<p>Outdoor Marquee Sign</p> <p>Two-sided, full-color LED sign with front service access</p> <p>Resolution: 6mm SMD</p> <p>Pixel matrix: Height - 144 Length - 384</p> <p>Number of pixels for each face: 55,296</p> <p>Active area of each face: Height--37.75 inches Length--100.75 inches Depth - 3.78 inches</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> Proprietary "Flyslide" software Wireless communication capability Cloud-based hosting VX6 video processor and remote computer Light sensor Operational training Five-year warranty for parts 	<p>\$25,780.00</p>
<p>Assembly, crating, shipping of LED sign</p>	<p>\$900.00</p>
<p>Fire Department identity signage</p> <p>Quantity: One (1) double-sided lighted sign cabinet</p> <p>Dimensions: Height - 24 inches Width - 101 inches</p> <p>Material: 3Mil DiBond with Gloss Laminate</p> <p>Finish: Black returns</p> <p>Design</p>	<p>\$10,065.00</p>



Quote

P.O. Box 7853, Urbandale, IA 50323

#0053023-6rev

FOR:

Date: Aug. 8, 2023

City of Oelwein

20 Second Avenue SW

Contact: Scott Hale

Oelwein, IA 50662

Phone: 515-967-5500

Phone: 641-732-3102

Quote valid for 30 days

RE: Fire Department Outdoor LED Sign Project

Item / Description	Cost
<p>Installation</p> <ul style="list-style-type: none"> Concrete footings Steel support posts Travel and install labor 	<p>\$6,853.00</p>
<p>Electrical services</p> <ul style="list-style-type: none"> Performed by Ken's Electric Inc. of Oelwein 	<p>\$1,400.00</p>
<p>Total</p>	<p>\$44,998.00</p>

Note: The costs to repair any malfunctions or damage to the LED display caused by vandalism, misuse, traffic accidents or unusual weather events shall be the responsibility of the City of Oelwein

Terms: Purchase Order or 50% deposit due with order; balance due net 30 days upon completion



P.O. Box 7853, Urbandale, IA 50323

Quote

#0053023-5rev

FOR:

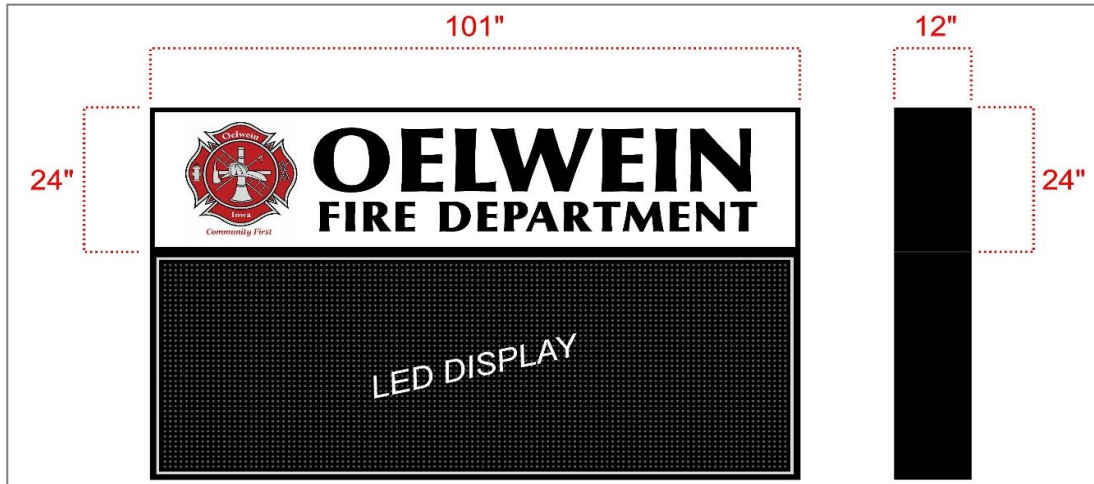
City of Oelwein

Date: Aug. 7, 2023

RE: Fire Department Outdoor LED Sign Project

Item / Description

Renderings of proposed sign; may not be exactly to scale



Option A



Option B

Proposal

Number: 43453

Date: 07/24/23

INSTALLED AT:

OELWEIN POLICE DEPARTMENT

501 ROCK ISLAND ROAD
OELWEIN, IA 50662

OELWEIN FIRE DEPT.
200 W CHARLES ST.
OELWEIN, IA 50662
JEREMY LOGAN

Nesper Sign hereby proposes to furnish all the materials and perform all the labor necessary for the completion of:
ALL QUALITY MATERIALS AND PROFESSIONAL LABOR AND EQUIPMENT TO DESIGN, SUPPLY AND INSTALL ONE (1) NEW DOUBLE-FACED ILLUMINATED CABINET MEASURING 1' TALL X 6'-3" WIDE ABOVE ONE (1) DOUBLE-FACED, WATCHFIRE BRAND, LOW VOLTAGE, FULL COLOR MESSAGE CENTER TO MATCH NESPER DESIGN #MS-0807. 8MM, 72 X 216 PIXEL MATRIX, MEASURING 29" TALL X 6'-3" LONG. INCLUDES IGNITE OPX CLOUD-BASED GRAPHIC SOFTWARE WITH TIME AND TEMPERATURE. OFFERS UP TO 1.2 QUINTILLION COLORS. CONTROLLED WITH 4G WIRELESS WITH LIFE OF SIGN CELLULAR DATA PLAN COMMUNICATIONS. INCLUDES ON-SITE HOOK UP AND TRAINING. PC BY OTHERS. ALSO INCLUDES DIGITAL PRINT VINYL ON .080 ALUMINUM OVER ANGLE IRON FRAME POLE COVER. INCLUDES POWER TO SIGN AND INCLUDES CITY SIGN PERMIT.

QUOTE... \$44,809.52 +TAX*


*PLEASE SEND IN A STATE OF IOWA SALES TAX EXEMPTION CERTIFICATE 31-014 WITH SIGNED PROPOSAL, IF CLAIMING SALES TAX EXEMPTION.

All material is guaranteed, as limited by paragraph 5 in the additional terms and conditions, to be as specified, and the above to be in accordance with the drawings and or specifications submitted for the above work and completed in a workmanlike manner for the sum of:

DOLLARS: \$44,809.52

TERMS: 1/2 DOWN, NET 30 DAYS PRICE IS GOOD FOR 30 DAYS

Maximum Payment by Credit Card is \$1000.00
(INTEREST OF 1.5% WILL BE ADDED TO PAST DUE ACCOUNTS)



MIKE SCHULTE



Proposal

Number: 43453

Date: 07/24/23

INSTALLED AT:

OELWEIN POLICE DEPARTMENT

 501 ROCK ISLAND ROAD
 OELWEIN, IA 50662

OELWEIN FIRE DEPT.
 200 W CHARLES ST.
 OELWEIN, IA 50662
 JEREMY LOGAN

Nesper Sign hereby proposes to furnish all the materials and perform all the labor necessary for the completion of:

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I agree to the additional terms and conditions on reverse side.

BUYER

NE SPER SIGN ADVERTISING, INC.

By _____

By _____

Title _____

Title _____

Guaranteed by _____

Contract Date _____

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

NESPER SIGN ADVERTISING, INC.

Item 14.

ADDITIONAL TERMS AND CONDITIONS

- 1) This proposal (the "Agreement") is made for specially constructed equipment and when accepted is not subject to cancellation. Nesper shall not be responsible for errors in plans, designs, specifications or drawings furnished by buyer or for defects caused thereby.
- 2) Nesper shall commence the construction of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by Nesper hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond Nesper's control.
- 3) Buyer shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use, and existence of display. Nesper shall apply for public permits. Buyer shall be responsible for additional costs incurred should procedures other than normal permit applications be required. Nesper shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure the same, then agreement shall terminate without liability to either party.
- 4) Buyer shall (a) bring feed wires of suitable capacity and approved type to the location of the display, and make connection thereto, (b) pay for all electrical energy used by display, and (c) be responsible for the supply thereof. In the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site, parties agree to adjust installation cost to extent of Nesper's additional cost. **Nesper Sign will be responsible for public utility locate. Client is responsible for all costs and marking of ALL private utility locate. Should private utility locate not be clearly marked, Nesper assumes no responsibility for repairs.**
- 5) Nesper unconditionally warrants, as set forth on the prior page, the signs against defective workmanship and materials for 90 days from date of shipment or installation, if installation is effected by Nesper, and disclaims all other warranties, including the implied warranties of fitness and merchantability. Any part found by Nesper to be defective due to faulty workmanship or materials, within the warranty period, will be repaired or replaced f.o.b. point of production. Other than the replacement of such defective work or material, Nesper shall not be liable for any damage or losses, including but not limited to incidental or consequential damages, whether breach of contract or negligence, and Buyer's sole remedy shall be limited to the replacement of defective work or material.
- 6) Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made as agreed, Buyer agrees to pay a service charge on past due amount from the times they are due, thirty (30) days from invoice date, at the rate of 1 1/4% per month. In the event Nesper takes action to enforce the terms of this Agreement, attorney's fees shall be added.
- 7) Title to all materials and property covered by this contract shall remain in Nesper and shall not be deemed to constitute a part of the realty which it may be attached until the purchase price is paid in full. Nesper is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Nesper may at once (and without process of law) take possession of and remove, as and when it sees fit and where found, all materials used or intended for use in this construction of said equipment and any and all property called for in the Agreement without being deemed guilty of trespass.
- 8) When the Agreement is signed by a duly authorized person of each party, all provisions contained herein become integral parts of the Agreement, and there is no other agreement or understanding of any nature specifically incorporated herein by reference.
- 9) The Agreement shall be governed by and construed in accordance with Iowa law, and Buyer agrees to submit any disputes arising in connection with this Agreement to the exclusive jurisdiction of the Linn County District Court.

This Agreement, with all conditions as noted, is herewith accepted by both parties.

OPTIONAL ELECTRIC SIGN MAINTENANCE AGREEMENT (the "Sign Agreement")

- Make prompt inspection of display on Customer's request.
- Repair or replace inoperative luminous tubes.
- Replace burned out incandescent and/or fluorescent lamps.
- Replace defective transformers and/or ballasts.
- Repair defective wiring within display.
- Replace broken or defective housing, sockets, tube supports and insulators.
- Clean display completely once each year.
- Maintain flasher(s).
- Repaint all exposed painted surfaces as needed.
- Repaint tube cross-over sections as needed.

Electrical wiring service to the display and controls of same located outside the sign body, and repair or replacement of plastic or metal components, are **not** included in this Sign Agreement.
Does not include replacement of neon tubes or LED's that dim over time through natural processes.

RATE PER MONTH \$ _____ Months

The services rendered under this Sign Agreement begin one year after installation and remain in force for a period of 12 months and are to continue thereafter for similar periods of time unless written notice of termination is given thirty (30) days prior to the expiration of such terms.

Date _____ Signed _____



1020 Wilbur Ave.
 PO BOX 2098 Waterloo, IA 50704
 319-233-4604 • 800-728-4604 • Fax: 319-233-7514

605 Iowa Ave. W
 Marshalltown, IA 50158
 641-752-6608 • 888-656-SIGN • Fax: 641-752-6968

REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Item 14.

Proposal #: 38000

Proposal Date: 07/26/23
Customer #: CRM017597
Page: 1 of 5

SOLD TO:	JOB LOCATION:
Oelwein Fire Department 200 West Charles St Oelwein IA 50662	Oelwein Fire Department 200 West Charles St Oelwein IA 50662 REQUESTED BY: Jeremy Logan

NAGLE SIGNS INC (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #40088-6MM 7-24 DESIGN - Provide and install double-sided monument sign with Daktronics digital display. Overall dimensions 7'6" wide and 7'0" tall, with 2'11"x 7'6" GT6x 6mm 120x360 Daktronics display. Price includes backlit logo and lettering on lower routed aluminum pole cover, excavation in grass with steel structure set in concrete footing, connection to electric at base of sign, running (2) 20AMP circuits in conduit from breaker panel at NE corner of building, cloud based control using Venus Control Suite, wireless modem with Verizon 4G cellular data plan, 5 year warranty on display parts, 1 year labor warranty on all sign components. Sales tax and sign permit fee extra.	\$47,810.14	\$47,810.14

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$47,810.14

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
 (INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. All agreements contingent upon strikes, accidents, material shortages or any

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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PO BOX 2098 Waterloo, IA 50704
319-233-4604 • 800-728-4604 • Fax: 319-233-7514

605 Iowa Ave. W
Marshalltown, IA 50158
641-752-6608 • 888-656-SIGN • Fax: 641-752-6968

REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 38000

Item 14.

Proposal Date: 07/26/23
Customer #: CRM017597
Page: 2 of 5

other delays beyond our control.

2. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. NAGLE SIGNS INC shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.
4. NAGLE SIGNS INC shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by NAGLE SIGNS INC hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.
5. Owner shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use and existence of display. NAGLE SIGNS INC shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. NAGLE SIGNS INC shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.
6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Nagle Signs shall be allowed to increase the price quoted in this proposal to the extent of Nagle Signs, Inc's. additional costs.
7. Owner shall be responsible for locating all property lines and utility easements and existing utilities located within or on the real estate on which the display is to be constructed.
8. NAGLE SIGNS INC unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by NAGLE SIGNS INC Any part found by NAGLE SIGNS INC to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. NAGLE SIGNS INC SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NAGLE

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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Marshalltown, IA 50158
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REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 38000

Item 14.

Proposal Date: 07/26/23
Customer #: CRM017597
Page: 3 of 5

SIGNS INC shall not be liable for any incidental or consequential damages or losses. Owners sole and exclusive remedy against NAGLE SIGNS INC for the breach of its express warranty contained herein shall be the replacement of such defective work or material.

- 9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Nagle Signs, including but not limited to its reasonable attorney's fees.
- 10. Title to all materials and property covered by this contract shall remain in NAGLE SIGNS INC and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. NAGLE SIGNS INC is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, NAGLE SIGNS INC may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.
- 11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall Have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.
- 12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.
- 13. The Iowa District Court in and for Black Hawk County, Iowa shall have exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by NAGLE SIGNS INC to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 38000

Item 14.

Proposal Date: 07/26/23
Customer #: CRM017597
Page: 4 of 5

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

DEPOSIT INVOICE Item 14.

Invoice #: DP38000

Inv Date: 07/26/23
Customer #: CRM017597
Page: 5 of 5

SOLD TO:	JOB LOCATION:
Oelwein Fire Department 200 West Charles St Oelwein IA 50662	Oelwein Fire Department 200 West Charles St Oelwein IA 50662 REQUESTED BY: Jeremy Logan

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Jeremy Logan		Mason Fromm	07/24/23	50.0% Due Upon Receipt	11/01/23

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #40088-6MM 7-24 DESIGN - Provide and install double-sided monument sign with Daktronics digital display. Overall dimensions 7'6" wide and 7'0" tall, with 2'11"x 7'6" GT6x 6mm 120x360 Daktronics display. Price includes backlit logo and lettering on lower routed aluminum pole cover, excavation in grass with steel structure set in concrete footing, connection to electric at base of sign, running (2) 20AMP circuits in conduit from breaker panel at NE corner of building, cloud based control using Venus Control Suite, wireless modem with Verizon 4G cellular data plan, 5 year warranty on display parts, 1 year labor warranty on all sign components. Sales tax and sign permit fee extra.	\$47,810.14	\$47,810.14
TOTAL PROPOSAL AMOUNT			----- \$47,810.14
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			

PLEASE PAY THIS DEPOSIT AMOUNT:	\$23,905.07
--	--------------------



City of Oelwein
Request for Bid

Bid Title: Fire Department Outdoor LED Sign Project

Description:

ADVERTISEMENT FOR BIDS

LED Display/Sign Acquisition and installation

The City of Oelwein is soliciting bids for the purchase and installation of a double-sided full-color outdoor LED display/sign and associated items at the property located at 200 West Charles, Oelwein, Iowa. The bidder for this project will be the overall general contractor, and will be responsible for the complete sign acquisition, purchase, installation, footers, and all necessary electrical considerations/installation for the sign. Electrical considerations include, but are not limited to the electrical service to the sign and electrical hook-up. Bidders may utilize local electrical and concrete contractors. The project comprises of the following mandatory minimum items:

1. Double-sided full-color outdoor LED display/sign
2. The primary bid will be for a 10 mm full color display. Bidders should provide cost options for an 8 mm and 6 mm display.
3. The display will be housed on a monument mount.
4. The display will be integrated into a surrounding internally LED lighted sign identifying the Oelwein Fire Department with maximum viewing being provided to the LED messaging display. The department is open to design and sizing ratio between the back-lit identifying sign and the actual LED messaging display. Consideration will be given to the proposal with the maximum LED messaging display with fiscal consideration in mind.
5. Graphics on sign shall be digitally printed, UV protected, and adhered to the inside of sign face.
6. Maximum overall sign dimensions, to include framing, posts, pedestal/monument, and accessories cannot exceed 8 feet in length and 6 feet in height. Bids will list what the active display area is of each sign proposed.
7. Display will allow for multiple of text with use of custom images and videos.
8. Entire sign UL Listed and FCC Part 15 compliant.
9. Communication method: Proposals should allow for remote connectivity/communication that does not include reoccurring monthly or annual costs.
10. Software: Free updates for the life of the product. Controllable in any location with varying devices.
11. Maximum wind load rating of at least 120 mph.
12. Display should be vandal resistant.
13. All costs of installation and purchase.
14. 5-year warranty on display parts/components.
15. Lifetime warranty on structure and faces.
16. Submitted bids shall include at least two different proposed designs in color imagery for reference.

This document has been authored with the best intentions of including necessary and comparable specifications. The bidder is ultimately responsible for providing a bid that is inclusive of all relevant materials and work for a completed project.

This project is being supported with funds from the Department Homeland Security (SAFER) grant. Vendor must demonstrate that they are not suspended or debarred based upon their status at the time of award via;

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

Site visits can be scheduled by emailing Public Safety Chief Jeremy Logan – jlogan@oelweinpolice.org.

See image below for desired sign location in relation to the building.

Sealed bids for the Oelwein Fire Department Outdoor LED Display/Sign project will be received at 20 2nd Ave SW, Oelwein, Iowa 50662 until 10:00 a.m. Tuesday, May 30, 2023.

The City of Oelwein hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City of Oelwein is an Equal Opportunity Employer. We encourage all small and minority owned firms and women’s business enterprises to participate. No bidder may withdraw his bid within (60) days after the actual date of the opening thereof.

All contracts entered into will comply with all federal requirements necessary to meet contract needs.

Publication Date/Time: April 17, 2023 at 2:00 p.m.
 Closing Date/Time: May 30, 2023 at 10:00 a.m.
 Bid Opening Information: 501 Rock Island Road, Oelwein, IA 50662 – At least two city officials to review
 Contact Person: Public Safety Chief Jeremy P. Logan -501 Rock Island Road -Oelwein, IA 50662
jlogan@oelweinpolice.org





City of Oelwein Revised
Request for Bid

Bid Title: Fire Department Outdoor LED Sign Project

Description:

ADVERTISEMENT FOR BIDS

LED Display/Sign Acquisition and installation

In April of 2023, the City of Oelwein solicited for bids in reference to an outdoor LED display/sign project. None of the bids received successfully complied with all of the RFP requirements. This bid process has allowed the City of Oelwein to reconsider the original scope of the project. Be assured, for those vendors that submitted a proposal, the details of your proposal have not and will not be shared with others.

The City of Oelwein will accept new proposals for this project based upon these considerations for the purchase and installation of a double-sided full-color outdoor LED display/sign and associated items at the property located at 200 West Charles, Oelwein, Iowa. The bidder for this project will be the overall general contractor, and will be responsible for the complete sign acquisition, purchase, installation, footers, and all necessary electrical considerations/installation for the sign. Electrical considerations include, but are not limited to the electrical service to the sign and electrical hook-up. Bidders may utilize local electrical and concrete contractors. The project comprises of the following mandatory minimum items:

1. Double-sided full-color outdoor LED display/sign
2. Bidders should provide cost options for an 8 mm and 6 mm display.
3. The display will be housed on a monument mount provided and installed by the vendor.
4. The display will be integrated into a surrounding internally LED lighted sign identifying the Oelwein Fire Department with maximum viewing being provided to the LED messaging display. The department is open to design and sizing ratio between the back-lit identifying sign and the actual LED messaging display. Consideration will be given to the proposal with the maximum LED messaging display with fiscal consideration in mind.
5. Graphics on sign shall be digitally printed, UV protected, and adhered to the inside of sign face.
6. LED vendors provide for varying sign dimensions based upon the manufacturer that they utilize. Because of this, a specific LED sign measurement will not be provided. The area in which the sign will be located is capable of an overall sign measuring up to 9 feet in length and 7 feet in height. Based upon the initial proposals that did not meet the guidelines, an LED display of 8 feet in length is not fiscally possible. Vendors should take this into consideration and slightly step back the LED display when developing their proposal.
7. Display will allow for multiple lines of text with use of custom images and videos.
8. Entire sign UL Listed and FCC Part 15 compliant.
9. Communication method: Proposals should allow for remote connectivity/communication that does not include reoccurring monthly or annual costs.
10. Software: Free updates for the life of the product. Controllable in any location with varying devices.
11. Maximum wind load rating of at least 120 mph.
12. Display should be vandal resistant.
13. All costs of installation and purchase.
14. 5-year warranty on display parts/components.
15. Lifetime warranty on structure and faces.
16. Submitted bids shall include at least two different proposed designs in color imagery for reference.

This document has been authored with the best intentions of including necessary and comparable specifications. The bidder is ultimately responsible for providing a bid that is inclusive of all relevant materials and work for a completed project.

This project is being supported with funds from the Department Homeland Security (SAFER) grant. Vendor must demonstrate that they are not suspended or debarred based upon their status at the time of award via;

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

Site visits can be scheduled by emailing Public Safety Chief Jeremy Logan – jlogan@oelweinpolice.org.

See image below for desired sign location in relation to the building.

Sealed bids for the Oelwein Fire Department Outdoor LED Display/Sign project will be received at 20 2nd Ave SW, Oelwein, Iowa 50662 until 10:00 a.m. Tuesday, June 20, 2023.

The City of Oelwein hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City of Oelwein is an Equal Opportunity Employer. We encourage all small and minority owned firms and women’s business enterprises to participate. No bidder may withdraw his bid within (60) days after the actual date of the opening thereof.

All contracts entered into will comply with all federal requirements necessary to meet contract needs.

Publication Date/Time: June 6, 2023 at 11:00 a.m.
 Closing Date/Time: June 20, 2023 at 10:00 a.m.
 Bid Opening Information: 501 Rock Island Road, Oelwein, IA 50662 – At least two city officials to review
 Contact Person: Public Safety Chief Jeremy P. Logan -501 Rock Island Road -Oelwein, IA 50662
jlogan@oelweinpolice.org



RESOLUTION NO. _____-2023

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR OELWEIN COMMUNITY HIGH SCHOOL

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

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

WHEREAS, Oelwein Community High Schools have requested temporarily closure of streets and parks for the following events, locations and times:

Event	Location of Street Closures	Date & Time
2023 Homecoming Parade	Frederick Avenue from 2 nd Street SW north to Ace Dry Run Line Parking Lot	September 21, 2023 from 7:00 P.M. until conclusion of parade
2023 Homecoming Activities	Depot Park	September 21, 2023 from 7:00 P.M. until end of activities

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

Oelwein Community High School Homecoming Activity organizers are authorized to temporarily close the aforementioned requested streets.

Passed and Approved this 14th day of August, 2023.

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

- Stewart
- Weber
- Lenz
- Garrigus
- Seeders
- Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded August 25, 2023.

City Administrator



TO: Oelwein City Council
FROM: Oelwein High School

RE: Parade Route for 2023 Homecoming on Thursday, September 21st to start at 7:00 pm

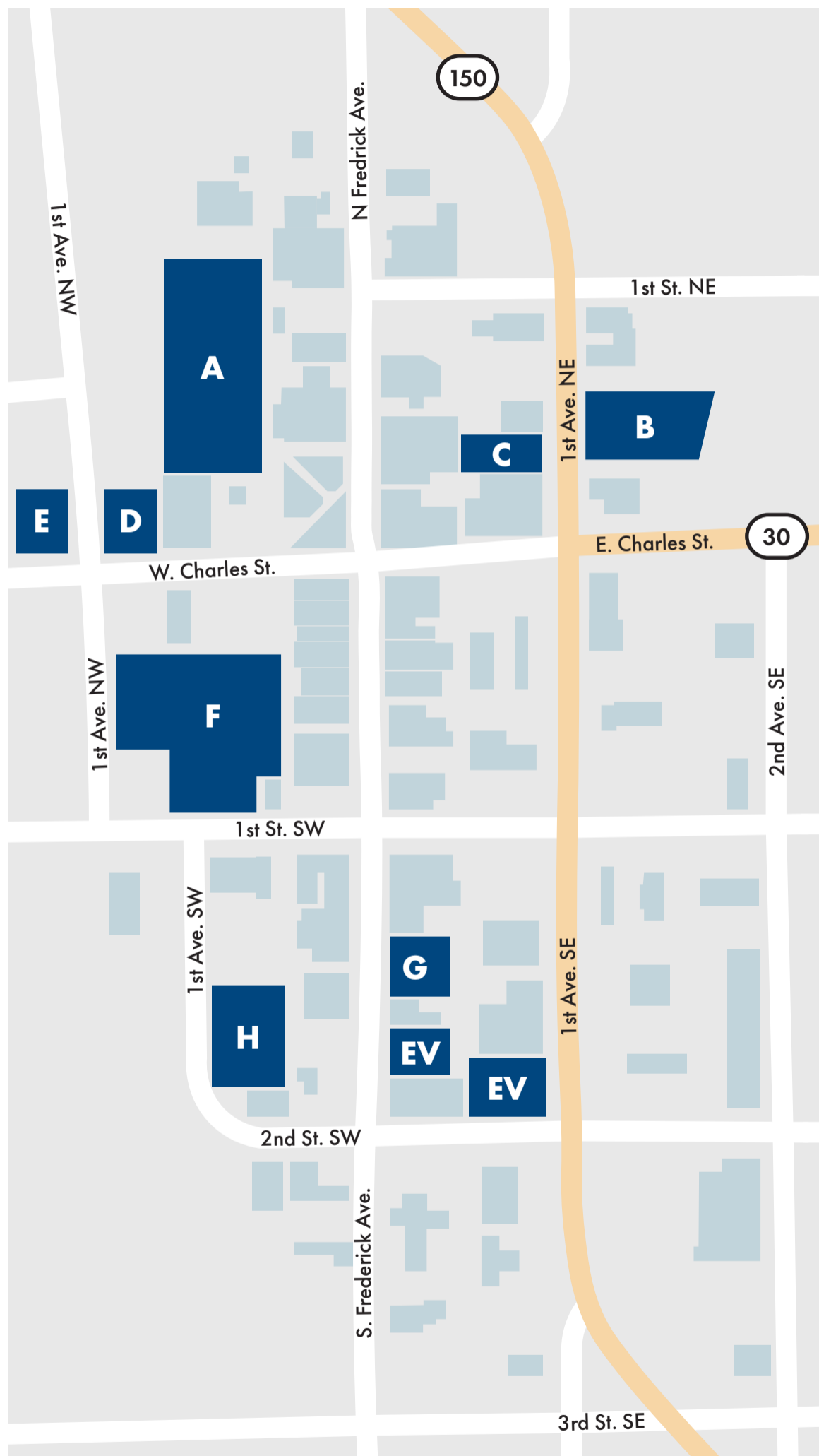
Oelwein High School is requesting permission to have the following route be approved for the 2023 Homecoming Parade. With the assistance of the Oelwein Police Chief and officers the parade will travel the following route:

Starting at the corner of South Frederick and 2nd St SW continuing north and ending in the parking lot behind Ace Hardware. This route will be traveled by the high school class floats, Homecoming court, band, high school teams and coaches, middle school teams and coaches, and any other organization that chooses to be in the parade.

We are also requesting the use of Depot Park for the king and queen coronation.

The Oelwein Student Body would like to thank all those involved in Homecoming 2023 and invite you all to the weekly festivities.

PARKING LOTS CITY OF OELWEIN



- LOT A**
DRY RUN LINE

- LOT B**
CROSSBUCK

- LOT C**
SHOOFLY CROSSING

- LOT D**
DEPOT

- LOT E**
JUNCTION

- LOT F**
MAIN LINE HUB

- LOT G**
WHISTLE QUILLING

- LOT H**
BENT IRON RAIL

- LOT EV**
EVENT CENTER PARKING



(319) 283-5440

20 2nd Ave SW
 Oelwein, IA 50662
city@cityfoelwein.org
www.CityofOelwein.org

RESOLUTION NO. _____-2023

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR OELWEIN ROTARY CLUB EVENTS

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

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

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

Event	Location of Street Closures	Date & Time
Sweet Corn and Karate Chop Feed	Depot Park and the 10 Block of West Charles Street including alleys	August 24, 2023 at 3:00 PM to 9:00 PM

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

Oelwein Rotary Club organizers are authorized to temporarily close the aforementioned requested streets and park.

Passed and Approved this 14th day of August, 2023.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded August 15, 2023.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

Stewart
Weber
Lenz
Garrigus
Seeders
Payne



7/28/2023

To: Honorable Mayor and City Council Members,

We have secured two quotes for the Loader Snow Pusher. One for \$9,950.00 and the other for \$15,800.00.

In the past we have utilized a universal mount pusher that was modified to fit the coupling on our Volvo loader. The added stress from being mounted directly on a light duty pusher has proven to be too much for the original design.

The style of pusher's we have quotes for are specifically designed to be directly mounted with trip edges and other features designed to reduce the impact on the surface.

We have \$10,000 budgeted for this equipment purchase. Based on that, we recommend accepting the quote from Martin equipment in the amount of \$9,950.00.

Sincerely,

Herb Doudney
Public Works Director
City of Oelwein
319-283-1197

A handwritten signature in black ink that reads "Herb Doudney". The signature is written in a cursive style with a long horizontal flourish extending to the right.

From the Desk of
Public Works Director Herb Doudney



Martin Eq Item 17.
 9173 E. Tamarack Dr
 Dubuque, IA 52003

Quote Issued To : CITY OF OELWEIN 20 SECOND AVENUE SW OELWEIN , IA , 50662 3192835440	QUOTATION Quote # : 8006813 Issue Date : 7/27/2023 Expire Date : 8/26/2023 Est Delivery : 10/25/2023 FOB : DUBUQUE
Quote Issued By : Ramler, Shawn	

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2023	PROTEC	SG12L FUSION		0	11,745.00	9,950.00
Total:							9,950.00

Notes

2023 PROTECH SG12L FUSION SNOW PUSHER, THIS WILL HAVE COUPLER SET UP TO FIT A VOLVO COUPLER ON L60 VOVO LOADER! LEAD TIME IS OUT 8-10 WEEKS!!

QUOTE SUMMARY

Total Sale Price :	9,950.00
Less Trade Allowance :	0.00
Additional Taxable Items :	0.00
Subtotal:	9,950.00
Sales Tax :	0.00
Additional Nontaxable Items :	0.00
Total :	9,950.00

Acceptance Signature: _____ **Date:** _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
 All prices are subject to expiration of any current sales programs and incentives.



Fusion Edge Sno Pusher

PRODUCT FEATURES

- Incredible surface clearance and ease of use
- Industry first: Steel infused rubber cutting edge
- Edge squeegees wet snow and scrapes hard packed snow
- Bolt-on, floating coupler contours to surface
- 2ft cutting edge sections trip over obstacles
- 10 year warranty
- From \$7,899

LOADER

Model	Width	Approx. Weight	Height	Snow Capacity	Machine Requirement (HP)	Price
SG12L	12'	2300 lbs.	48"	15 yd.	100 hp+	\$10,199
SG14L	14'	2485 lbs.	48"	18 yd.	120 hp+	\$10,899
SG16L	16'	2670 lbs.	48"	21 yd.	125 hp+	\$11,599

COMPACT WHEEL LOADER, BACKHOE, SKID STEER

Model	Width	Approx.	Height	Snow Capacity	Machine Requirement (HP)	Price
SG08M	8'	1300 lbs.	38"	8 yd.	50 hp+	\$7,899
SG10M	10'	1450 lbs.	38"	10 yd.	60 hp+	\$8,499
SG12M	12'	1600 lbs.	38"	12 yd.	70 hp+	\$9,099

WHY PROFESSIONALS CHOOSE PRO-TECH:

- Structural steel channel is used to construct the moldboard, providing extreme durability
- Fully welded seams eliminate corrosion from the inside out
- Triangular gusset side supports provide additional reinforcement when pushing large piles
- All of our snow plows and snow pushers are designed for ease-of-use
- Customer service: 99% of customers rate their experience with Pro-Tech as "excellent"
- 10 year warranty: Many customers are still using their Pro-Tech plows 20 years later
- Dealer network: Our large stocking dealer network has parts and products when you need them
- Proven Value: Pro-Tech has been the leader in containment snow plows for over 25 years



2021 ARCTIC SNOW & ICE
HD11.5

RECENTLY VIEWED EQUIPMENT

No items to display

~~\$16,250 USD~~ 15,800

Reading: 0.0 Not Applicable

Model: HD11.5

Stock: 3045060

~~La Crosse, WI~~

Center Point Location

Main Phone: (608) 788-1025

[VIEW ALL EQUIPMENT AT THIS LOCATION](#)

DETAILED SPEC SHEET

[Download / Print PDF](#)

2021 ARCTIC SNOW & ICE HD11.5

SNOW BLADE

La Crosse, WI

Stock # 3045060

Size 11

Manufacturer ARCTIC SNOW & ICE

Year 2021

Model HD11.5

Primary Meter Reading N/A

Serial # L5004

Secondary Meter Reading N/A

APPEARANCE CONDITION : EXCELLENT

MECHANICAL CONDITION : EXCELLENT

CARRIER : N/A

WIDTH (SNOWPLW) : OTHER

Price \$16,250 USD

LISTING NOTES:

- Heavy duty 11.5 foot Arctic sectional snow plow

RE: 11.5 arctic pusher ...

Bruce Rempe <Bruce.Rempe@titanmachinery.com>

Thu 7/27/2023 5:59 PM

To: Tom Stewart <PWassistdirector@cityofelwein.org>

\$15,800 w/ISO coupler.

Again, the couplers are interchangeable, and all the same price. So, we can confirm/change that later.

Please confirm receipt, as I've not used this email address before, and I want to make sure it's getting where it belongs.

-bruce

From: Bruce Rempe
Sent: Thursday, July 27, 2023 5:52 PM
To: pwassistdirector@cityofelwein.org
Subject: 11.5 arctic pusher ...

Hello Friends,

I received your notice/message regarding the 11.5 ft HD Arctic pusher.

I am confirming pricing on the coupler. Given your volvo loader, I presume that it is an ISO coupler. But, all common couplers are the same price, so we can sort that out at the time of order.

I'll have the final numbers for your very soon.

We do have 1 such unit in stock.

-bruce

Bruce Rempe, ESC -- 319-213-4120 Titan Machinery - Center Point, IA Dealership: 319-849-3889 bruce.rempe@titanmachinery.com			
Skid Loaders	Web Brochure Videos	Wheel Loaders	Web Brochure Videos
Track Loaders	Web Brochure Videos	Compact Wheel Loaders	Web Brochure Videos
Loader/Backhoes	Web Brochure Videos	Excavators	Web Brochure Videos
Compaction	Web Brochure Videos	Midi Excavators	Web Brochure Videos
Dozers	Web Brochure Videos	Mini Excavators	Web Brochure Videos
Forklifts	Web Brochure Videos	Graders	Web Brochure Videos
		NO Regeneration in CASE Products! ~20% better fuel economy. More Tons per Tank! Stop that Fuel Truck - Send every 5th one back.	

CASE

CONSTRUCTION

TITAN

MACHINERY

Item 17.

7/31/2023

City of Oelwein
Oelwein, IA

QUOTE FOR ARCTIC HD11.5 Snow Pusher

Arctic HD11.5 Snow Pusher w/Volvo/ISO coupler system

\$15,800.



Bruce Rempe, Field Marketer
Titan Machinery - Center Point, IA
bruce.rempe@titanmachinery.com
319-213-4120 texts are welcome

This quote is good for 30 days.
The right to fix any honest errors is reserved.
Any provided payments are estimated only.

A New Kind of Sectional Snow Pusher

The Fusion Edge Sno Pusher is a sectional snow pusher that gives you the best of both worlds: incredible surface outcome (steel edge) and ease of use (rubber edge). For over three years, Pro-Tech tested this snow plow in the harshest of upstate NY winters. Our ultimate goal was to give you the perfect combination of performance and durability all at a reasonable price. The Fusion Edge Sno Pusher features an industry first cutting edge, wear shoe, and coupler design. Pair this sectional snow pusher with your loader, compact wheel loader, backhoe, skid steer, or compact tractor and start clearing snow like never before. Sizes ranging from 10' to 16' are available.

Fusion Edge

Among snow and ice professionals there is an ongoing argument about which is better, rubber edge or a steel edge sectional snow pusher. The Fusion Edge gives you the benefits of both edges. The steel infused-rubber cutting edge can squeegee wet heavy snow but also scrape hardpack. Instead of one long edge, the Fusion Edge comes in 24" sections, allowing for easy replacement if needed. The extremely durable Fusion Edge provides 350-500 hours of heavy plowing. Steel is embedded on both sides of the edge, allowing customers to easily flip and continue plowing if one side is worn. The Fusion Edge also can trip over obstacles such as manhole covers.

Pro Float Coupler

Floating couplers on a sectional snow pusher can allow the cutting edge to better contour to the surface and gives the operator more control. While there are other snow pushers on the market that have floating couplers, they typically only move up and down. The Pro Float coupler not only moves up and down but also sideways and oscillates. This additional movement allows the plow to freely float without obstruction, improving surface outcome. Does your company ever switch machines from season to season? Maybe you want to use the Fusion on several types of machines throughout the winter? The Pro Float Coupler's bolt-on design allows you to do just that. Choose from

several connection options including CAT Fusion, CAT IT, JRB, Euro, Universal, and post style. Unlike many sectional snow pushers, the Pro Float Coupler has no pushing or stacking limitations.

Fast Attack Shoes

For many standard snow pushers and containment snow plows, adjusting the rubber plowing edge can sometimes be time consuming. The typical adjustment process consists of loosening bolts and shifting a long piece of rubber into the optimal position (usually $\frac{1}{8}$ " to $\frac{1}{4}$ " below the wear shoe) and then tightening the bolts. While this process works for many snow and ice management professionals, the Fusion's Fast Attack Shoes improve that process.

Customers now adjust the cutting-edge depth at the wear shoes. Operators simply pull a pin on each shoe, find the optimal position and re-insert the pin. This design not only decreases maintenance requirements but also allows the operator to set how aggressive they want to plow, whether clearing snow from gravel or trying to clear hardpack snow and ice. The Fast Attack Shoe is also based on our Self-Leveling Shoe, which helps the operator maintain a level plowing position at all times.

Don't Complicate Things

At Pro-Tech, we are big believers in producing snow plows that get the job done, are easy to use, and don't cost a fortune. The Fusion Edge Sno Pusher is a sectional snow pusher that provides you all of those benefits and is significantly less expensive than the competition.

Item 17.





August 9th, 2023

Esteemed City Council Members,

It is the recommendation of David Kral, Building Official for City of Oelwein, to hire a professional junk abatement crew to clean out the city property at 27 S.Frederick.

I have received two bids, attached to the end of this letter, and it is my recommendation to go with Estling Junk and Garbage with a bid of \$17,365.

Thank you,

David Kral

Building Official/Zoning Admin.

City of Oelwein

20 2nd Ave SW Oelwein, Iowa 50662

319-283-5862





Estling Junk and Garbage Removal LLC

215 2nd Ave NE, Oelwein, IA, 50662
3192311590
jacobestling1@gmail.com

INVOICE
INV0001

DATE
08/02/2023

DUE
On Receipt

BALANCE DUE
USD \$17,365.00

BILL TO

City of Oelwein

☎ 319-283-5440
☏ 319-283-5862
📠 319-283-4032
buildingofficial@cityofuelwein.org

DESCRIPTION	RATE	QTY	AMOUNT
Trailer Load	\$500.00	20	\$10,000.00
Tire Fee	\$10.00	20	\$200.00
Appliance Fee	\$15.00	10	\$150.00
Crew Hourly Rate	\$105.00	63	\$6,615.00
TV Fee	\$30.00	10	\$300.00
Tractor Tire Fee	\$100.00	1	\$100.00
TOTAL			\$17,365.00
BALANCE DUE			USD \$17,365.00



Estimate

Estimate Date: 08/03/2023

Amount:

Total: \$17,940.00



Thank you for allowing Junk King to give you an estimate for your junk removal needs.

Our estimate includes all labor, tax, and dump fees and we will beat any written estimate.

We are a licensed and insured service that recycles or donates up to 60% of the items we haul from your location. We call ahead, show up on time and leave your property clean and tidy.

Please make sure the name, address, and phone number below are correct. If anything is incorrect, please call us at [1.888.888.JUNK \(5865\)](tel:1888888JUNK5865) or email us at callcenter@junk-king.com.

Estimate #: JK2868984

Date: 08/03/2023

Name: David Kral

Company: City Of Oelwein

Address: 27 S Frederick Ave
Oelwein, IA 50662

Phone: (319) 283-5862

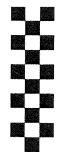
Junk Removal, 30 load(s): \$17,940.00

Remember, Junk King will beat any written estimate. If you have questions about the value of our service as compared to our competitors, debris boxes, or doing it yourself, please don't hesitate to call us!

We're confident you'll be happy with Junk King from start to finish.

Thanks again for the opportunity to earn your business.

Your friends at Junk King Eastern Iowa.



July 13, 2023

To Whom it May Concern;

We are requesting the city to consider providing a handicap parking space in front of our office located at 28 West Charles Street here in Oelwein.

With the addition of a new business near our office, our patients are finding it difficult to park in front of our medical practice. Our primary population of patients is of retired age and many require handicap parking. This is problematic right now as often the spaces that used to be right in front of our building are now occupied.

We appreciate your consideration on this matter and look forward to hearing from you soon.

Please feel free to call me with any questions at 319-294-3668.

Sincerely,

Kerrie Recker

Office Manager



BEFORE THE OELWEIN CITY COUNCIL

Oelwein Mart
801 E. Charles Street
Oelwein, IA 50622

801 Charles, Inc.
801 E. Charles Street
Oelwein, IA 50662

On this 14th day of August, 2023, in lieu of a public hearing on the matter, the Oelwein City Council approves the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22 resulting from a violation of Iowa Code section 453A.2(1) dated February 12, 2023.

OELWEIN CITY COUNCIL THEREFORE, FINDS that the above-captioned permittee was granted the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

MAYOR

BEFORE THE OELWEIN CITY COUNCIL

In RE:

Oelwein Liquors, LLC
 3821 NW 8th Court
 Oelwein, IA 50662

**ORDER ACCEPTING
 ACKNOWLEDGMENT/
 SETTLEMENT AGREEMENT
 FIRST VIOLATION**

On this 14th day of August, 2023, the City Council has before it the attached Acknowledgment/Settlement Agreement signed by the above-captioned permit holder. The City FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on February 12, 2023 and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the Agreement.

IT IS THEREFORE ORDERED that the Acknowledgement/Settlement Agreement is approved. This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

 Mayor

BEFORE THE OELWEIN CITY COUNCIL

<p>In RE:</p> <p>PMA Petroleum, LLC 701 S. Frederick Avenue Oelwein, IA 50662</p>	<p>ORDER ACCEPTING ACKNOWLEDGMENT/ SETTLEMENT AGREEMENT FIRST VIOLATION</p>
---	--

On this 14th day of August, 2023, the City Council has before it the attached Acknowledgment/Settlement Agreement signed by the above-captioned permit holder. The City FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on February 12, 2023 and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the Agreement.

IT IS THEREFORE ORDERED that the Acknowledgement/Settlement Agreement is approved. This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

Mayor



Minutes

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

July 19, 2023 - 6:30 PM

CALL TO ORDER

Chair Woodraska called the meeting order at 6:32PM

ROLL CALL

Present: Nations, Bagge, Woodraska, Council Liaison Stewart

Also Present: FBO Tegeler, Pam Tegeler

Absent: Bryan, Tuhscherer

APPROVAL OF MINUTES

1. June Minutes.

Woodraska mention he would like the minutes updated to read any board member to add to the agenda. He also stated the airport manager having access to the cameras should be crossed out as that is yet to be fully decided.

Motion by Nations, second by Bagge to approve the amended minutes. All aye. Motion carried.

EXPENSE REVIEW

There were no expense reports to present due to year-end activities not being completed at the time of the meeting.

FBO REPORT

Tegler reported he had continued weed spraying, replaced two tables on Finnegan's door. The spray season has started.

OLD BUSINESS

2. Security Camera Update

Woodraska stated this will be a wait and see item as they are waiting for Bryan to purchase the testing cameras.

3. Fuel System and Credit Card Fees.

Woodraska stated his preference would be to wait until after the spray season. Woodraska then spoke on credit card fees. Tegeler stated it will come down to how the city will handle the system. Bagge felt that charging the customers the processing fees could create a bad look for the airport, and would prefer them not to be added, if they could be avoided.

The discussion of drainage was brought up by Tegeler, Woodraska felt it was submitted to the right avenues through the city. Bagge felt it would be addressed with the new airport manager which will take effect in July.

Tegeler stated the repair of a hanger was once brought up, with an estimate. Woodraska stated he understands and doesn't want it to be forgotten.

NEW BUSINESS

4. NOTAM for Corn in center of Airport.

Woodraska asked if this is something that should be reported. Tegeler reported it has always been in crop rotation and hasn't ever been reported. Tegeler felt it was a good idea and was open to it and would post the messaging.

5. Water damage on Kitchen Counter.

Bagge was wondering if the whole counter would have to be replaced or if just the damaged area would be replaced. He had wondered if the replacement would be able to match the countertop. The base cabinet may also need to be replaced.

A motion was made by Bagge to advise the city to repair at least half of the countertop. Second by Nations. All aye. Motion carried.

Woodraska emphasized the importance of using radios as there is a lot of activity with spraying going on.

SCHEDULE NEXT MEETING DATE

August 23, 2023

ADJOURNMENT

A motion was made by Nations to adjourn the meeting at 6:48PM. Second by Bagge. All aye. Motion carried.

Oelwein Public Library Minutes

The Oelwein Public Library Board of Trustees held their meeting on Monday, August 7, 2023 at 5:30 p.m. at the library.

Present: VanDenHul, Berryman, Mars, and Macken

Absent: Ingersoll, Kerns, and Payne

Vice-president Berryman called the meeting to order at 5:30.

Agenda and Minutes: Mars made a motion to approve the agenda and the minutes. Seconded by VanDenHul. Motion carried.

Correspondences: none

Trustee Training: The board reviewed the standard on providing programs for children ages 11 or younger.

Director's Report:

- Staff will be participating in the school Backpack Night. 400 custom stickers were ordered, information flyers were made, and families will be able to sign up for a library card.
- The youth department received a fully stocked STEM cart valued at \$7,000 through the STEM Scale-Up program.
- The City Council made the decision at the last council meeting to repair the library HVAC system instead of replacing it. Waldinger's from Cedar Rapids will be assessing the units and will give an estimate for repair.
- Dan from Schwickert's met with the director and the city administrator over the proposed roof repairs. Priority A repairs will address the active water leaks at a cost of \$21,000. The City Council will need to approve this expense.
- The library donated library information flyers and incentives to go in the Welcome Bags for the 10 new teachers.
- The children's librarian conducted a survey during the summer reading program final event. The activity that was enjoyed the most was the events; especially the foam cannon and Dr. Bechtel's animals, followed closely by the CD Art and the Magic Show. Comments were positive and appreciative. Participants were glad there were events for all ages, including adults.

Friend's Report:

- The next meeting is August 14.

Bills: Mars made a motion to accept the bills. Seconded by VanDenHul. Motion carried.

Children's Area: Martin Gardner Architects submitted a proposal of \$7,000 for services to design and oversee the construction of an enclosed children's area. Mars made a motion to proceed with the project and hire MGA to oversee the project using funds out of the salary line. Seconded by VanDenHul. Motion carried.

End of Year Budget was reviewed. Passport services brought in \$9,283. The expense line will need to be adjusted in the upcoming budget planning sessions. The board requests number of passports executed in the monthly statistics.

Policy Review: VanDenHul made a motion to approve the Security Cameras policy as reviewed. Seconded by Mars. Motion carried.

Mars made a motion to adjourn at 6:10.

Respectfully submitted,
Susan Macken

Next meeting is Tuesday, September 12 at 5:30.



To: Mayor and City Council
From: Dylan Mulfinger
Subject: Administrator Memo
Date: 8/14/2023

Consent Agenda

1. Consideration of a motion to approve the July 24, 2023 minutes.
2. Consideration of a motion approving the Class 'E' Retail License for Kwik Star #1156, 1350 Industrial Park Drive.
3. Consideration of a motion approving the Special Class 'C' Retail License for Top of Iowa Lucky Wife.
4. Consideration of a motion approving the Special Class 'B' Retail Native Wine License for Buds 'n Blossoms.

Public Hearing

5. Public Hearing on August 14, 2023 at 6:00 PM at Oelwein Council Chambers for the Event Center Parking Lot project.

Resolutions

6. Consideration of a resolution approving the bid for the Event Center Parking Lot Improvements project to Bacon Concrete, LLC in the amount of \$212,515.43
 1. In the fall of 2022, the City Council agreed to fund \$500,000 to the Oelwein Event Center and pave four parking lots. The two parking lots adjacent to the Oelwein Event Center are the highest priority and will be done this fall. The Bent Iron Rail (Sale Barn) and Whistle Quilling (Ma and Pas Lot) will be paved in the future when funds become available. The City Administrator recommends approving the resolution.
7. Consideration of a Resolution approving Pay Application No. 1 in the amount of \$35,324.85 for Oelwein NE Sanitary Sewer Improvements Project.
 1. This project is going well and is on target to be finished on time. The City Administrator recommends approving the resolution.
8. Consideration of a resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$1,200,000.00.
 1. This SRF loan will fund the Reed Bed Expansion and EQ Basin Project. This is part of the larger plan to work on projects annually for water and sewer. The City Administrator recommends approving the resolution.
9. Consideration of a resolution approving Change Order #1 in the amount of -(\$20,897.49) for Pool Backwash Drain Improvement project.
 1. Quantities were to be determined as the project was performed due to some areas of the project being unknown at the time of planning. Crews



were able to use less time and materials than originally planned. The City Administrator recommends approving the resolution.

10. Consideration of a Resolution approving Pay Application No. 1 in the amount of \$103,553.06 for the Pool Backwash Drain Improvement project.
 1. This project is on schedule and is ending this summer season. The City Administrator recommends approving the resolution.
11. Consideration of a resolution approving Pay Application No. 3 in the amount of \$137,742.73 with Matt Construction for the Plaza Park Project.
 1. This work is completed according to spec and includes all change orders except number four. The City still holds onto \$100,000 in funds for this project. The City Administrator recommends approving the resolution.
12. Consideration of a resolution to resurface the tennis courts for \$34,000.00 in partnership with the Oelwein Community School District.
 1. The school has been working on improving the tennis courts for a couple of years. Funds have been set aside for this project as anticipated, but not budgeted in this fiscal year. This project is required as the several councils ago the city signed up to pay for these courts together. The City Administrator recommends approving the resolution.
13. Consideration of a resolution to approve the FEMA SAFER Grant Fire Department LED Sign project to Varsity Group Marketing & Signs in the amount of \$44,993.00.
 1. All bidding requirements were followed in accordance with the federal government requirements. The City Administrator recommends approving the resolution.
14. Consideration of a resolution approving a three-year lease with George Tegeler for Fixed Based Operator (FBO) services at the Oelwein Municipal Airport (OLZ)
 1. Council provided direction to the City Administrator to provide this lease/contract to council to vote on at the July 24 work session. The flow fee was raised to \$.14 from \$.10. The increase in the flow fee should raise an estimated \$1,520 in revenue which should cover the new annual fees and credit cards fees. Fees will only be applied to those who use a credit card. The City is working with high flow users on a charge account to avoid credit card fees for both parties. The City Administrator recommends approving the resolution.
15. Consideration of a resolution authorizing temporary closure of public ways or grounds for Oelwein Community High School.
 1. The school has a positive history with having the homecoming parade and providing a safe event for the community. The City Administrator recommends approving the resolution.
16. Consideration of a resolution authorizing temporary closure of public ways or grounds for Oelwein Rotary Club Events.
 1. This will be the fourth year of the Sweet Corn Feed. No major issues have occurred with this event. The City Administrator recommends approving the resolution.



Motions

- 17. Consideration of a motion to approve the Loader Snow Pusher from Martin Equipment in the amount of \$9,950.00.
 - 1. This item is in the CIP and the city council discussed this during the budget meetings in the winter. City Council members wanted to pull this item out and discuss again when it came to purchasing the new equipment. Some council members determined that lack of maintenance led to staff needing a new one. Staff is ready to prove that assertion false and show the need for new equipment. The City Administrator recommends approving the motion.
- 18. Consideration of a motion accepting the bid from Estling Junk and Removal in the amount of \$17,365.00 for professional junk abatement services to clean 27 South Frederick.
 - 1. The City needs to clean out 27 South Frederick to begin the process of saving the building. This clean-out will help us demine the next steps with the structure for council to consider. The funds will be taken out of the junk house removal and will slow down our aggressive tear down program this year. The City Administrator recommends approving the motion.
- 19. Consideration of a motion approving the recommendation from the Public Safety Committee on the handicap parking space request made from 28 West Charles Street.
 - 1. The downtown has plenty of handicap parking. The City Administrator does not recommend approving this motion.
- 20. Consideration of a motion approving and authorizing signature on the affirmative defense for Oelwein Mart's cigarette permit pursuant to Iowa Code section 453A.22 resulting from a violation of Iowa Code section 453A.2(1) dated February 12, 2023
 - 1. While this business violated Iowa Code, their employee has the IPledge training. With Oelwein Mart having their employees trained, the business cannot be held liable. We are still noting this for the state's records. The City Administrator recommends approving the motion.
- 21. Consideration of a motion to approve signatures on the settlement agreement regarding the tobacco violations for Oelwein Liquors.
 - 1. This business is in violation of local and state codes for selling tobacco to minors. The City Administrator recommends approving the motion.
- 22. Consideration of a motion to approve signatures on the settlement agreement regarding the tobacco violations for a Super Mart.
 - 1. This business is in violation of local and state codes for selling tobacco to minors. The City Administrator recommends approving the motion.

JULY 2023 PARK MONTHLY REPORT

This month in the park and cemetery department the employees have been busy working on various improvement projects on top of mowing and trimming all properties. The park's employees spent some extra time on the north side of City Park last week patching and sweeping the roads and trimming for the car show on Saturday. The cemetery employees worked on repairing a water line to a few hydrants, that someone planted at tree directly on the line many years ago that finally broke the line. The park employees were busy replacing safety chains on swings and replacing s-hooks as well to keep the playground equipment safe. The new park truck finally arrived that was much needed for the department. The contractors moved in and started working on the drain line for the aquatic center this past week on the south side of the pool. This week the pool employees had the week off from swim lessons with the holiday on Tuesday. Next week the guards will start our last round of group swim lessons of the season. The pool has been busy with pool rentals lately and concessions is doing a great job moving a lot of various products. At the aquatic center we had a group meeting to discuss an event in which a pair of adults had to be asked to leave and were very rude to our guards. We discussed any questions staff had and reviewed expectations and procedures with the employees. The basketball hoop in the swim lanes was put back into service as the backboard brace needed to be replaced. The tree board received their hardware for their growth award they received from the Arbor Day Foundation for their extra work they completed last year. The employees finished up the drinking fountain in the campground that the department received \$3,235 from the Iowa Delta Dental Foundation to purchase. The campground saw a lot of new campers come in for the extended holiday weekend at City Park. The cemetery employees spent some time painting the 1st Ave bridge railings to look great for the sesquicentennial. We are busy gathering supplies to get the second donated sign installed at Woodlawn Cemetery on the east entrance off 13th Ave.

This month in the park and cemetery department the employees have been busy working on various improvement projects on top of mowing and trimming all properties. The cemetery employees dug a grave sized hole at the library this past week for the time capsule burial on Saturday for the sesquicentennial. Two employees came in on Saturday to backfill the hole once the vault was lowered in the hole. The cemetery employees also spent some extra time at Oakdale Cemetery mowing and trimming to make sure the cemetery looked great for the cemetery walk on Wednesday evening.

The park employees were extremely busy in Depot Park putting the final touches on a lot of different areas. Flowers and hostas were planted by the employees and mulched. They push mowed the grass area as the area had been saturated by heavy rains the past couple of days. The sidewalks were cleaned with leave blowers, benches moved, locks purchased a put-on electrical boxes and storage areas. The park employees brought an extra 14 picnic tables and half dozen garbage cans for the weekend. Danny C. painted the posts for the lighting and painted the rails on the 4th street SW bridge as well. Nate W. went around and made sure all the welcome signs looked the best and did some weeding. There was some storm damage the past week that brought down some branches throughout the system that the employees cleaned up. At the pool Johnson noticed early on Friday morning that a large pipe started leaking overnight. The park employees spent a lot of time removing the old 10" overhead piping on Friday while parts were being picked up. Once parts arrived the crew work late on Friday and came back in early Saturday morning to work on putting the piping together to minimize the downtime for the facility. That following Monday, the aquatic facility had its annual scheduled state inspection, as once again the inspector found no problems at all with the facility.

The park employees took some time working on the base supports for the new arching sign at Woodlawn Cemetery that will be installed as soon as possible. This project was started 5 years ago as the school has had several kids take on this project as it was finally finished this spring. Johnson arranged for Transco to paint the sign free of charge and travelled to Waterloo to pick up rebar for the project. Johnson arranged for a donor to pay for the sign as this project has been many years in works. Nate W. took the 2305 and cleaned up wash outs at diamond in the skate park with the torrential rains we have received. Johnson had employees replace

the sign at Levin Park as the old one was vandalized. Johnson stopped by and repaired the fountain at the library this week for Susan. A few of the rescue tubes at the pool were replaced as a regular maintenance rotation.

This month in the park departments the employees mowed all the properties in the ongoing heat. We are watering the trees and shrubs at Depot Park to ensure that they survive through this heat wave. The employees are also watering trees that we have watered in the street boulevards and in Redgate Park. Russ and I sealed up the front steps at city hall this past week. The park employees have been replacing all the safety chains and s-hooks on all the swings in the parks for the past few weeks. Caiden and Copper painted the small shelter at Platt Park this week as well. Caiden spent two days at Depot Park power spraying the sidewalks to clean all the mud and debris from the sesquicentennial. The park employees took the bucket truck and trimmed up some lower lying branches at the campground that appeared after windy conditions. The cemetery crew had some minor limbs that they cleaned up immediately as well. The cemetery employees did install a few prefab foundations for customers as they do throughout the summer months. Nate had to change out a few breakers at the campground after storms blew though over the weekend. The cemetery and park employees have been working together to finish up the braces for the new Woodlawn Cemetery sign that we hope to get installed soon. The park employees installed some railings on both sides of the dam at City Park so no one wanders out where they shouldn't be. Nate and Chris have been working on replacing a waterline at City Park this week. Cooper and Caiden painted the picnic tables at Wings Park this week as well. The campground looks great as Craig and Carolyn are doing a great job. At the pool they had three more pool rentals this past week and the concessions is moving a lot of product. Downtown watering and weeding are being completed and trails swept. The cemetery employees had a cremation burial and a full burial this week. I have been working on a few grants for trails and a grant to plant trees in Platt Park this fall.

ROAD PATCHING



WATER LINE REPAIR



PLAYGROUND EQUIPMENT UPGRADES

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



NEW TRUCK



DRAIN PROJECT STARTED



AQUATICS MEETING



BBALL HOOP REPAIRED



GROWTH AWARD 22'

NEW FOUNTAIN

PARKS / CEMETERY / TRAILS / AQUATICS / CAMPGROUND



New water fountain refreshing for park visitors

By DEB KUNKLE
news@oelweindailyregister.com

People enjoying outdoor activities at City Park in Oelwein will now be able to quench their thirsts with a cool drink of water from the city's newest park enhancement, a filtered drinking fountain. The new fountain was installed this week on an outside wall of the shower house next to the campground and is ready for use.

City Parks Superintendent Josh Johnson said, "A lot of people appreciate when they are out walking they can stop and get a drink and refresh. It's a great way to enhance amenities at the park and maybe even increase visitors."

Johnson wrote a grant for the project to Delta Dental Foundation of Iowa, and it was accepted as part of the Foundation's "Rethink Your Drink" program to promote water to quench thirst over cavity-causing soft drinks.



City Parks Superintendent Josh Johnson, left, and parks employee/campground assistant Craig Rohrick are shown with the new drinking fountain installed at the campground shower house in City Park. Park visitors and walkers can stop for a drink of purified water thanks to a Delta Dental Foundation of Iowa grant that paid for the project.

In his application for the grant, Johnson noted that Fayette County has 78 percent of its residents living close to a park or recreational facility, which is below the state and national average. He said, to counter this, the city's park and recreation department had a wellness walk

BRIDGE PAINTED



TIME CAPSULE



PLANTINGS AT DEPOT PARK



DEPOT PARK

CHAINS REPLACED



WELCOME SIGNS



STORM DAMAGE



SCHEDULED INSPECTION



PIPE REPAIRS



SIGN PREP



RESCUE TUBES REPLACED



DRAIN PROJECT



DEPOT PARK



SKATE PARK



LIBRARY FOUNTAIN



DEPOT PARK



6TH STREET RAILINGS PAINTED



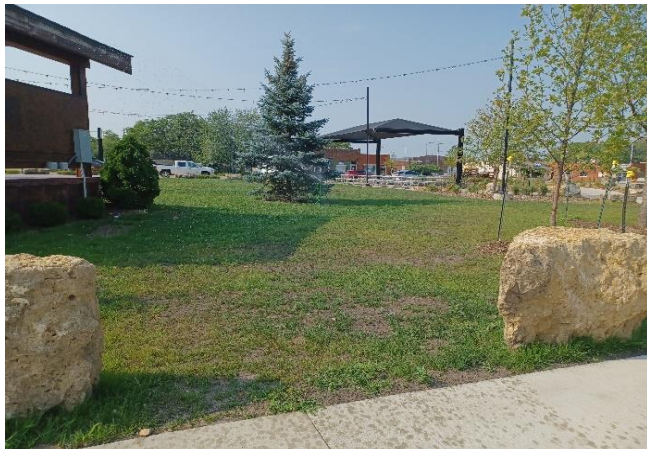
LEVIN PARK SIGN



DRAIN PROJECT



WATERING



STEPS SEALED



SAFETY CHAINS



SHELTER PAINTED



POWER SPRAYING



TREE TRIMMING



WIND DAMAGE



FOUNDATIONS



BREAKERS REPLACED



CEMETERY SIGN



CEMETERY SIGN



DAM GATES



WATER LINE



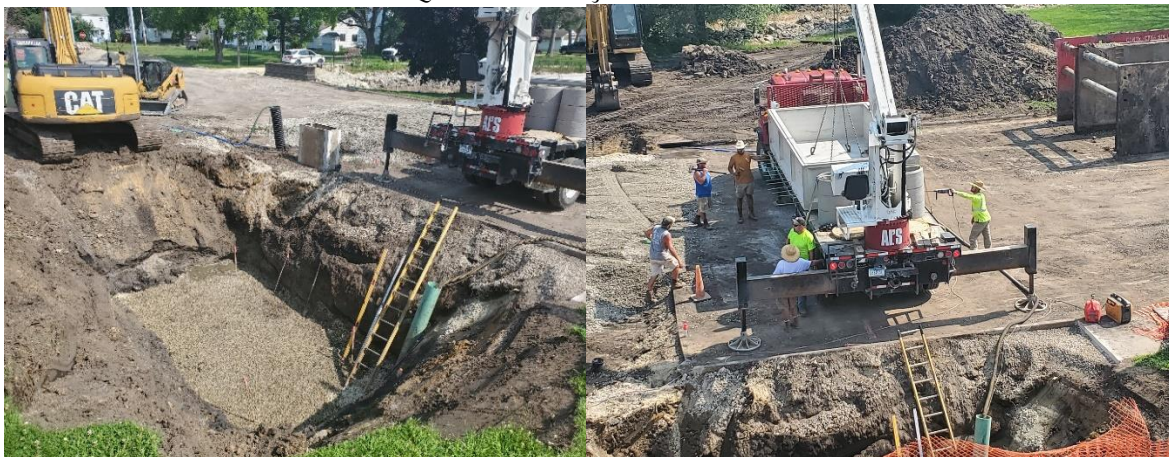
TABLES PAINTED



OPEN SWIM



AQUATICS PROJECT



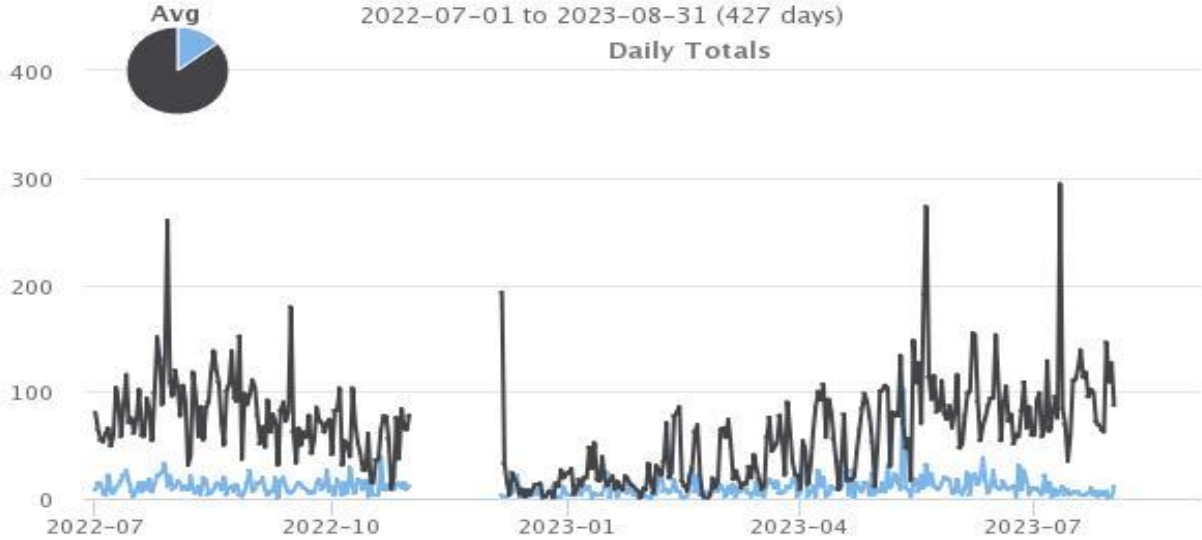




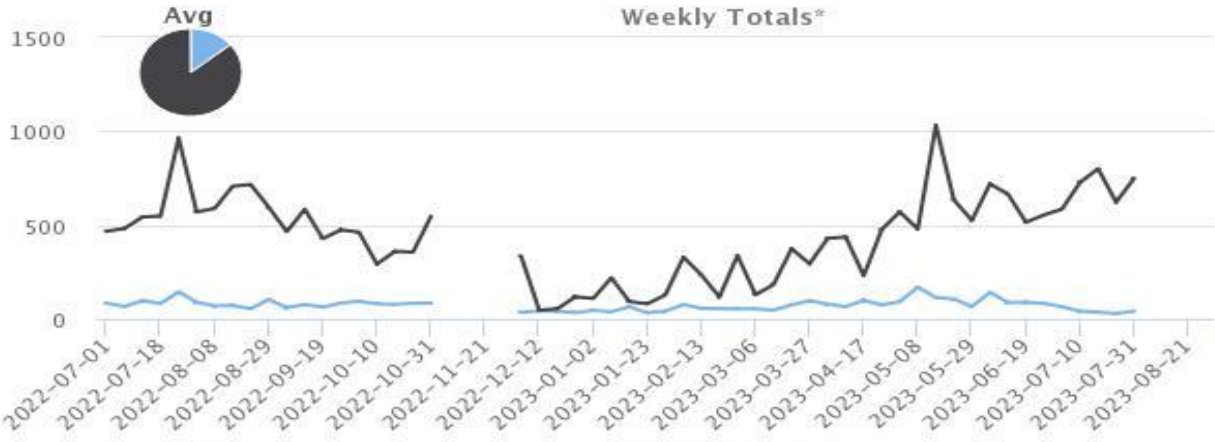
Daily/Weekly/Monthly totals

2022-07-01 to 2023-08-31 (427 days)

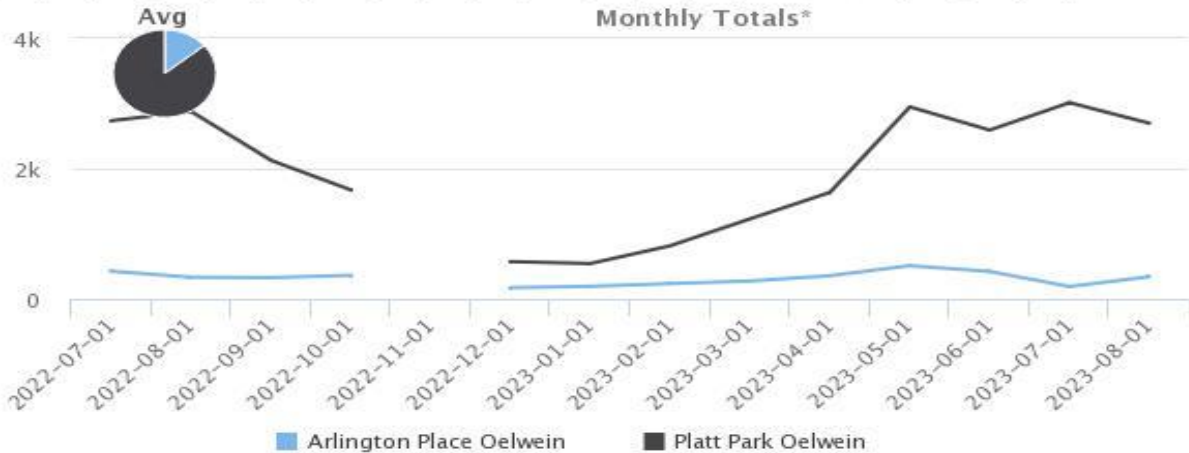
Daily Totals



Weekly Totals*



Monthly Totals*



Master Summary

Download as [Excel](#) [CSV](#)

Year	Site	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	ADT†	ADT†x365	Days with data
2022	Arlington Place Oelwein	146	207	158	148	199	290	426	332	327	362		173*	8.303	3,031	330
	Platt Park Oelwein	394	548	1,002	1,297	1,984	1,877	2,736	2,877	2,127	1,672		572*	51.497	18,796	330
2023	Arlington Place Oelwein	193	235	274	356	510	421	190	341*					10.282	3,753	213
	Platt Park Oelwein	543	816	1,229	1,635	2,948	2,592	3,013	2,697*					60.390	22,042	213

ADT† = Average Daily Traffic

* = based upon that month's ADT [Learn more](#) Indicates months with less than 6 days of data.

DAILY ACTIVITIES

- CLEAN/ORGANIZE SHOP AREAS
- PICK UP DOWNTOWN AREAS
- MAINTAINING PARK, CEMETERIES
- MAINTENANCE ON EQUIPMENT
- SAFETY MEETINGS
- MEET WITH CONTRACTORS
- RETRIEVE & UPLOAD TRAIL COUNT DATA
- WOODLAWN BURIALS
- CHECK POOL CHEMISTRY MORNINGS
- POOL RENTALS
- WATERING DEPOT PARK
- DRAG GRAVELED AREAS
- WATER HANGING BASKETS

PROGRESS ON PROJECTS

- WEBSITE UPDATING
- TRAIL EASEMENTS/GRANTS
- WORK ON PARK AND REC MASTER PLAN
- PATCH PARK/CEMETERY ROADS
- GRINDING STUMPS
- ASH TREE REMOVAL
- POOL WORK
- TRAIL MAINTENANCE
- FINISH SWIM LESSONS
- PLAYGROUND IMPROVEMENTS
- POWER SPRAYING
- WATER LINE REPAIR
- CLEANUP VANDALISM
- FINISH LEVIN PARK SIGN
- PAINT PLATT PARK SHELTER
- REPLACE BACKBOARD AT WINGS PARK
- PAINT STREET BRIDGES
- WORK AT DEPOT PARK
- SESQUICENTENNIAL PREPARATIONS
- AQUATICS INSPECTION COMPLETED
- REPAIR PIPING AT POOL
- TIME CAPSULE PREPARATION
- TREE DAMAGE CLEANUP
- POOL DRAIN PROJECT STARTED
- GATES INSTALL ON CITY PARK DAM
- PICNIC TABLES PAINTED
- CEMETERY SIGN WORK
- CITY HALL STEPS REPAIRED
- LIBRARY FOUNTAIN REPAIRED

NEXT MONTH AND FUTURE PROJECTS

- REMOVE OLD WELL HOUSES CITY PARK
- DRINKING FOUNTAIN PLATT PARK
- REPLACE DECKING ON OLD BRIDGE
- GRANT WRITING
- ASH TREE REMOVAL
- POOL FILTER/DRAIN PROJECT
- TRAIL SEGMENT 2
- TRAIL SEGMENTS 4/5 ALIGNMENT
- PLAYGROUND MULCH WINGS
- CEMETERY SIGN INSTALL
- GRINDING STUMPS
- DIRT WORK COMPLEX
- INSTALL FOUL POLES DIAMOND 1
- FLAGPOLE DIAMOND 3
- PAINT ACCENT BRICK – POOL
- CLEARING WATERWAY WINGS
- REMOVE PRIMITIVE AT REDGATE
- PLAYGROUND EQUIPMENT WORK

JOSHUA JOHNSON MA
OELWEIN PARK SUPERINTENDENT





Oelwein Public Library
Volume 14
Issue 8
August 2023

Contact Us:

201 East Charles
 Oelwein, IA 50650
 319-283-1515

oelwein@oelwein.lib.ia.us
 www.oelwein.lib.ia.us



Library Hours:

Monday-Tuesday:
 9:00 am-8:00 pm

Wednesday-Thursday:
 9:00 am-7:00 pm

Friday:
 9:00 am-5:30 pm

Saturday:
 9:00 am-3:00 pm



The Library Noise



August Calendar

8/2	Creature Feature at the Library	9:00
8/7	Library Board Meeting	5:30
8/14	Friends Meeting	1:30
8/28	Book Talk	10:00

The Consumer Financial Protection Bureau has provided us with some informational hand-outs on scam awareness, how to spot a scam, play it safe online, where to report a scam and more. These helpful hand-outs are located next to the circulation desk. You can find more information at <https://www.consumerfinance.gov/>

With your library card, you have access to FREE online resources for the whole family. Visit our website at www.oelwein.lib.ia.us and click on the Online Resources tab to open the door to online tutoring for homework, practice tests, online job coaching and resume help. For downloadable books, audiobooks, magazines, movies, music, and more click on the eBooks & Audiobooks tab.

Need help? A librarian would be happy to help you. Stop in or call 319-283-1515.



Coming Events at the Library

Friends Book Sale

Oct. 12th-14th during library hours.
 We do accept donations. Must be clean and in good condition. Please no encyclopedias, textbooks, or Reader's Digest.

Iowa City Ghost Hunters

October 28th at 1:00 p.m.
 Just in time for the Halloween season.

To request an accommodation call 319-283-1515 or email oelwein@oelwein.lib.ia.us

Did You Know?

The library has a NEW book section? We now offer dyslexia-friendly books for young readers! These books feature dyslexia-friendly fonts and formats, short chapters, and/or characters with dyslexia. Although it's a small section at the moment, we have plans to help it grow. You can find these books in the back of the Children's section.

The library truly does have something for everyone!



Donor's Corner

The following people made donations in memory of loved ones during the month of July:

- In memory of **Seth Garceau**
Jens & Joanne Nielsen
- In memory of **Marian Link**
Ken & Sandy Magsamen



For more information on how you can create this lasting tribute to someone you have loved or would like to honor, please contact Debra at 283-1515.

KID ZONE

August 2023



Pages & Play Club

Join Miss Katie every Wednesday at 10:00 a.m.

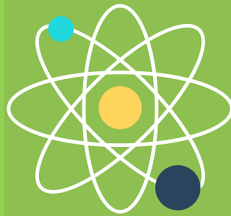


- 8/2 Caterpillars
- 8/9 Movement
- 8/16 Back to School
- 8/23 Be Kind
- 8/30 Shapes

Theme Thursdays 4:00 p.m.

Hey Kids, join us each Thursday for an afterschool program.

- 8/3 Special guest: Officer Ward
- 8/10 LEGOs
- 8/17 Color Spinner Wheels
- 8/24 Pollinators
- 8/31 Create!



Take & Make

Make your own Matisse-inspired paper collage.



Back to School

Online registration only.
August 1-11.
www.oelweinschools.com

First day of school
Wednesday, August 23rd.



New Books on the Shelf

Item ii.

Fiction:

The First Ladies by Marie Benedict, Pink Lemonade Cake Murder by Joanne Fluke, Everyone Here is Lying by Shari Lapena, Dead Fall by Brad Thor, My Only Daughter by Ann O'Loughlin, Tom Lake by Ann Patchett, Finding Us by Tracie Peterson, Crook Manifesto by Colson Whitehead

Non Fiction:

American Whitelash by Wesley Lowery, Abbey Road by David Hepworth, The Art Thief by Michael Finkel, White House By the Sea by Kate Storey, The Light Room by Kate Zambreno

New Young Adult:

House of Roots and Ruin by Erin A. Craig, The Legacies by Jessica Goodman, Pride and Premeditation by Tirzah Price, Shadow Angel-Leia Stone & Julie Hall

DVD's - Are You There God? It's Me, Margaret, Book Club: The Next Chapter, Love Again, Scream VI, Sisu

Ladybug:

The Magical Yet by Angela DiTerlizzi, Mine! By Candace Fleming, Mountain Gorilla Dreams by Kristen Halverson, Ben & Emma's Big Hit by Gavin Christopher Newsom, Oh No, the Aunts Are Here by Adam Rex, The Alphabet War by Diane Burton Robb

New J:

The Skull by Jon Klassen, Don't Trust the Cat by Kristen Tracy, D.A.R.E. Detectives by Robin Gillingham

BACK to SCHOOL SUCCESS WITH BRAINFUSE!



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www.oelwein.lib.ia.us



Oelwein NE Sanitary Sewer Improvements (2023)

Weekly Construction Update

The intent of this weekly update is to give an overview of where construction has been, and where it should be in the next week. It is intended to be a general overview and be tentative in nature. Things may differ from the listed schedule if weather or other unknown factors come into play.



The purpose of this project is to improve maintenance and capacity of the sanitary sewer system. This will be accomplished by reducing rainwater inflow and infiltration (I & I), reducing the number of bottlenecks, and increasing pipe size. A benefit will be a reduction in basement backups and system overflows.

Site A is located on 4th Avenue NE from 3rd Street NE to 5th Street NE, then over to 5th Avenue NE up to 6th Street NE.

Site B is located on 2nd St NE from N. Frederick Avenue to 2nd Avenue NE.

Weekly Overview: **July 17th (Monday)– July 20th (Friday)**

- Dave Schmitt Construction (Schmitt) mobilized material and equipment to Site A.
- Received delivery of 12-inch diameter pipe & structures. Waiting for more 12-inch diameter pipe.

What to expect next week: **July 24th (Monday) – July 28th (Friday)**

- Expect delivery of 12-inch diameter pipe July 21st & 24th.
- **Expect construction to resume July 24th (Monday).**

What you need to know

- Please utilize construction signage to know what is closed and what is open and which way to drive. Vehicular traffic should use other routes of access during this time. Pedestrian traffic and Local traffic (if you live in the area of construction) should use caution in construction areas. Please also obey personnel who are directing traffic during construction to help keep everyone safe.
- GARBAGE/RECYCLING PICK-UP –
 - Please put garbage and recycling out as you would normally.
 - Please place your address on garbage cans and recycle bins.
- During construction, if property owners lose utility service, please contact your local service provider as follows:

○ Gas / Electrical - Alliant Energy, Chad Bean	319-286-1302
○ Water / Sanitary Sewer – City of Oelwein, Herb Doudney	319-283-1197
○ Phone / Fiber - Century Link, Brent Giese	563-355-2592
○ Phone / Internet - Mediacom, Kevin Parker	845-867-0932
- Please do not remove any construction stakes located within the limits of work.
- At this time, the Post Office will continue to deliver mail to your mailbox.



Nathan Johnson, Project Engineer
FOX Strand
414 South 17th Street, Suite 107
Ames, Iowa 50010
Office: 515-233-0000

Dylan Mulfinger, City Administrator
City of Oelwein
20 2nd Ave SW
Oelwein, Iowa 50662
Office: 319-238-5540

John Link, Project Manager
Dave Schmitt Construction Company
250 50th Avenue SW
Cedar Rapids, Iowa 52404
Office: 319-389-5899

As always, if you have any questions, please feel free to contact Brandt Williamson at 515-233-0000. If you wish to be removed from this email list, please let me know. My email address is brandt.williamson@strand.com.

Oelwein NE Sanitary Sewer Improvements (2023)

Weekly Construction Update

The intent of this weekly update is to give an overview of where construction has been, and where it should be in the next week. It is intended to be a general overview and be tentative in nature. Things may differ from the listed schedule if weather or other unknown factors come into play.



The purpose of this project is to improve maintenance and capacity of the sanitary sewer system. This will be accomplished by reducing rainwater inflow and infiltration (I & I), reducing the number of bottlenecks, and increasing pipe size. A benefit will be a reduction in basement backups and system overflows.

Site A is located on 4th Ave. NE from 3rd St. NE to 5th St. NE, then over to 5th Avenue NE up to 6th Street NE.

Site B is located on 2nd St NE from N. Frederick Avenue to 2nd Avenue NE.

Weekly Overview: **July 24th (Monday) – July 28th (Friday)**

- Dave Schmitt Construction (Schmitt) resumed work at Site A.
- Schmitt removed pavement on 4th Ave between 3rd Street and 4th Street.
- Schmitt installed 2 manholes and 250 l.f. of 12-inch diameter pipe.

What to expect next week: **July 31st (Monday) – August 4th (Friday)**

- Expect PCC paving of intersection of 3rd Street and 4th Avenue.
- Expect Schmitt to continue laying pipe & connecting sanitary services on 4th Avenue.

What you need to know

- Please utilize construction signage to know what is closed and what is open and which way to drive. Vehicular traffic should use other routes of access during this time. Pedestrian traffic and Local traffic (if you live in the area of construction) should use caution in construction areas. Please also obey personnel who are directing traffic during construction to help keep everyone safe.
- GARBAGE/RECYCLING PICK-UP –
 - Please put garbage and recycling out as you would normally.
 - Please place your address on garbage cans and recycle bins.
- During construction, if property owners lose utility service, please contact your local service provider as follows:

○ Gas / Electrical - Alliant Energy, Chad Bean	319-286-1302
○ Water / Sanitary Sewer – City of Oelwein, Herb Doudney	319-283-1197
○ Phone / Fiber - Century Link, Brent Giese	563-355-2592
○ Phone / Internet - Mediacom, Kevin Parker	845-867-0932
- Please do not remove any construction stakes located within the limits of work.
- At this time, the Post Office will continue to deliver mail to your mailbox.



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As always, if you have any questions, please feel free to contact Brandt Williamson at 515-233-0000. If you wish to be removed from this email list, please let me know. My email address is brandt.williamson@strand.com.

City of Oelwein, IA

CLIENT LIAISON:

Jim Holz, AICP
Phone: 563.584.2884
Cell: 563.590.6351
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DATE:

August 9, 2023



COMPREHENSIVE PLAN – PROJECT #R08884006

MSA reviewed the draft Strategic Plan, draft future land use map, and draft implementation matrix with the City Council on July 10th, 2023. Following the review, MSA conducted revisions to the Strategic Plan and the Comprehensive Plan in preparation for the draft plan open house. The Oelwein Comprehensive Plan Open House was held on July 25th, 2023 at Ampersand Tap Room (110 S Frederick Ave Oelwein, IA 50662) from 6 p.m. to 8 p.m. The event was well attended with valuable feedback and recommendations from the public which is currently being reviewed for incorporation into the plans. A final steering committee meeting is scheduled for August 15th at 5:00 pm where the committee will review the final drafts of the plans. The Zoning Commission will review the final version at their August 21st meeting with intention to provide recommendation to the Oelwein City Council for adoption.

FLOOD MITIGATION SCOPING – PROJECT #08884010

MSA met with the City to discuss the progress so far and review proposed improvements to determine which are viable. It was determined that MSA should look at all possible options at a high level. MSA continues to update the building footprint dataset with the information required to estimate FEMA flood impacts. Next steps are to finalize the existing flood loss value for buildings affected by the floodplain, model potential mitigation alternatives, and incorporate the property review from the City into the proposed plans and valuation.