



Agenda

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

August 08, 2022
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

- [1.](#) Proclamation on Kaye Russo Frazer Day.

Consent Agenda

- [2.](#) Consideration of a motion to approve the July 25, 2022 minutes.

Ordinances

- [3.](#) Consideration of an Ordinance amending Chapter 22 Vehicles and Traffic Article IV Stopping, Standing, And Parking Section 22-117 And 22-119 of the Code Of Ordinances of the City Of Oelwein, Iowa - Second Reading.

Resolutions

- [4.](#) Consideration of a resolution requesting a street closure for the Oelwein Chamber and Area Development on September 24, 2022 from 3PM to 8PM.

Motions

- [5.](#) Consideration of a motion to approve Pay Request No. 8 to Summer Enterprise Inc. in the amount of \$56,862.70 for the 2021 Water Main Improvement Project.
- [6.](#) Consideration of a motion to accept bids for Oelwein 2022 Residential and Commercial Building Demolition Project and set the bid deadline for September 1, 2022 at 1:00 PM at Oelwein City Hall.
- [7.](#) Consideration of a motion on the Planning, Finance, Enterprise, and Economic Development's recommendation for the O-Town Mania's Hotel/Motel funding request.

Committee Reports

Council Updates

Mayor's Report

City Attorney's Report

A. City Attorney.

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

City of Oelwein



Office of The Mayor

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF OELWEIN, IOWA

Proclamation

Whereas, Kaye Russo Frazer has touched the hearts of many city officials, elderly community members and friends, and

Whereas, Kaye has been a big supporter of Redgate Park, and

Whereas, Kaye has been a wonderful supporter of Italian Heritage Days, and

Whereas, Kaye will be missed by many but will never be forgotten, and

Now, Therefore, I, Brett DeVore, Mayor of the City of Oelwein, Iowa, do hereby proclaim August 13th, 2022, as

Kay Russo Frazer Day

In Oelwein, Iowa, and call upon all of our citizenry to support this import event.

In Testimony Whereof, I have hereunto subscribed my name and caused the Seal of the City of Oelwein, Iowa, to be affixed. Done at Oelwein, this 8th day of August in the year of our Lord Two Thousand Twenty-Two.

Mayor



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
July 25, 2022 - 6:00 PM

Pledge of Allegiance

Call to Order

Mayor DeVore called the meeting to order at 6PM

Roll Call

Present: Stewart, Weber, Lenz, Garrigus, Seeders, Payne

Also Present: Mulfinger, Rigdon, Dillon

Absent: NA

Additions or Deletions

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

Motion carried.

Correction on name Item 10 Oelwein Firefighters Foundation not Oelwein Fire Department.

Citizens Public Comments

Alden Baldwin, 101 8th Ave SW, thanked council on town wide abatement cleanup. He pointed out 104 8th Ave SW, owned by Mod Guys, needs to finish the teardown and garage cleanup and requests a barrier is put around the unsafe property.

Barb Wagner, 206 4th Ave SE, spoke regarding 33 South Frederick Avenue. She is contesting the south wall not being unsafe and should not have been condemned. She requested longer than 14 days to be allowed to remove personal items she wants to keep. She would like to apply for the \$100,000 Revolving Loan Fund.

Chip Baltimore, attorney for Mike Leo introduced himself and will be present for the work session following the regular council meeting.

Consent Agenda

1. Consideration of a motion to approve the July 11, 2022 minutes.
2. Claims resolution in the amount of \$676,365.53
3. Consideration of a motion to renew the Special Class C Liquor License for First Garden.

A motion was made by Seeders, seconded by Garrigus to approve the consent agenda. All aye.

Motion carried.

Ordinances

4. An Ordinance Amending Chapter 22 Vehicles and Traffic Article Iv Stopping, Standing, And Parking Section 22-117 And 22-119 of the Code Of Ordinances of the City Of Oelwein, Iowa Seeders disagrees with the hours of 2AM to 6AM.

A motion was made by Weber seconded by Stewart to adopt an ordinance Amending Chapter 22 Vehicles and Traffic Article IV Stopping, Standing, And Parking Section 22-117 And 22-119 on the first reading.

Ayes: Stewart, Weber, Lenz, Garrigus, Payne

Nays: Seeders

Motion carried.

Motions

5. Consideration of a motion approving the Oelwein Family Aquatic Center Backwash Drain Proposal with Fehr Graham in the amount of \$25,550.

A motion was made by Garrigus, seconded by Lenz to approve the Oelwein Family Aquatic Center Backwash Drain Proposal in the amount of \$25,550. All aye. Motion carried.

6. Consideration of a motion to award asbestos remediation contract to Site Services INC in the amount of \$18,321.

Five bids were received: Environmental Property Solutions \$28,650.00; Site Services INC \$18,321.00; Active Thermal Concepts \$23,970.00; ECCO Midwest \$34,700.00; Advanced Environmental Testing and Abatement INC \$46,780.00

A motion was made by Seeders, seconded by Garrigus to award asbestos remediation contract to Site Services INC in the amount of \$18,321. Five aye, one nay (Payne).

Motion carried.

Payne inquired if these were the same houses to be demolished. Mulfinger said yes.

7. Consideration of a motion to amend Task Order No. 7038.019 to include additional tear down properties in the amount of \$10,500.

A motion was made by Payne, seconded by Garrigus to approve amending Task Order No. 7038.019 to include additional tear down properties in the amount of \$10,500. All aye.

Motion carried.

8. Consideration of a motion approving an \$8,100 payment to AECOM for engineering services for OLZ Pavement Rehabilitation project.

A motion was made by Stewart, seconded by Payne to approve an \$8,100 payment to AECOM for engineering services for OLZ Pavement Rehabilitation project. All aye.

Motion carried.

9. Consideration of a motion to approve three applications for the City of Oelwein owner occupied Home Renovation Revolving Loan Fund to Ammon Morgan at 105 4th Ave SE totaling \$15,828.99.

A motion was made by Weber, seconded by Lenz to approve three applications for the City of Oelwein owner occupied Home Renovation Revolving Loan Fund to Ammon Morgan at 105 4th Ave SE totaling \$15,000.00. All aye.

Motion carried.

The city will pay the contractors directly as work progresses.

- 10. Consideration of a motion to allow the Oelwein Firefighter Foundation to raise money for the Muscular Dystrophy Association on a city street.

A motion was made by Stewart, seconded by Lenz to allow the Oelwein Firefighter Foundation to raise money for the Muscular Dystrophy Association on a city street. Five aye, one abstain (Weber).

Motion carried.

Committee Reports

- 11. Report from Payne on Library Board minutes.

Full minutes can be found at <https://www.oelwein.lib.ia.us/about/library-board-minutes-1>

- 12. Report from Payne on Housing Board minutes.

Full minutes can be found at <https://www.cityofuelwein.org/bc-hc/page/housing-committee-0>

Mayor's Report

Mayor DeVore requested information regarding proper use of the blue recycling bins be part of Facebook again. Continued misuse and the bins will be removed.

City Attorney's Report

Dillon stated there was still no ruling regarding 27 South Frederick Avenue.

City Administrator's Report

Mulfinger introduced David Kral as Community Development Department Head.

Adjournment

A motion was made by Weber, seconded by Lenz to adjourn the meeting at 6:23 PM. All aye.

Motion carried.

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held July 25, 2022 and copy of said proceedings was furnished to the Register July 27, 2022.

Dylan Mulfinger, City Administrator

ORDINANCE NO. _____

An Ordinance Amending Chapter 22 Vehicles and Traffic Article Iv Stopping, Standing, And Parking Section 22-117 And 22-119 of the Code Of Ordinances of the City Of Oelwein, Iowa

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by adding the following to Chapter 22 Vehicles and Traffic Article IV Stopping, Standing, and Parking. The purpose of this ordinance is to exclude parking on the north end of North Frederick with concerns to long term parking blocking access to Veterans Park.

Section 2. The following amendments shall be made:

22-117 (4) Two Hour Parking.

Add:

D. North Frederick Avenue from the south line of the bridge that is just south of Second Street Northeast and Second Street Northwest to the intersection of North Frederick Avenue and Hwy 150 North from 6:00 A.M. to 2:00 A.M.

22-119. SAME - EARLY MORNING HOURS

Between the hours of 2:00 A.M. and 6:00 A.M., it shall be unlawful for any person to park or cause to be parked any vehicle in the following designated areas: (Ord. No. 900, Section 1, 05-09-94.)

AMEND Subsection 1 to read:

Unless otherwise prohibited, North Frederick Avenue from the north line of East Charles Street and West Charles Street to the south line of the bridge just intersection of North Frederick Avenue and Hwy 150 North.

Section 3. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon the date specified above.

First reading – July 25, 2022
Second reading – August 8, 2022
Third reading –

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 22nd day of August, 2022.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded August 23, 2022.

Dylan Mulfinger, City Administrator

First Reading on July 25, 2022:
It was moved by Weber and seconded by Stewart that the Ordinance as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT
ABSTAIN			
Garrigus	x		
M Weber	x		
Payne	x		
Lenz	x		
Stewart	x		
Seeders			x

Second Reading on August 8, 2022 It was moved by _____ and seconded by _____ that the Ordinance as read be adopted (or to suspend the rules), and upon roll call there were:

	AYES	NAYS	ABSENT
ABSTAIN			
Garrigus			
M Weber			
Payne			
Lenz			
Stewart			
Seeders			

Third Reading on August 22, 2022 It was moved by _____ and seconded by _____ that the Ordinance as read be adopted (or to suspend the rules) and upon roll call there were:

	AYES	NAYS	ABSENT
ABSTAIN			
Garrigus			
M Weber			
Payne			
Lenz			
Stewart			
Seeders			

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR OELWEIN CHAMBER AND AREA DEVELOPMENT 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 Chamber & Area Development have requested temporarily closure of streets and parks for the following events, locations and times:

Event	Location of Street Closures	Date & Time
Fall Fling	10 Block West Charles from the Charles/Frederick corner to Charles/First Ave SE corner including alleys	September 24, 2022 at 3PM to 8PM

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

Oelwein Chamber and Area Development organizers are authorized to temporarily close the aforementioned requested streets and park.

Passed and Approved this 8th day of August, 2022.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

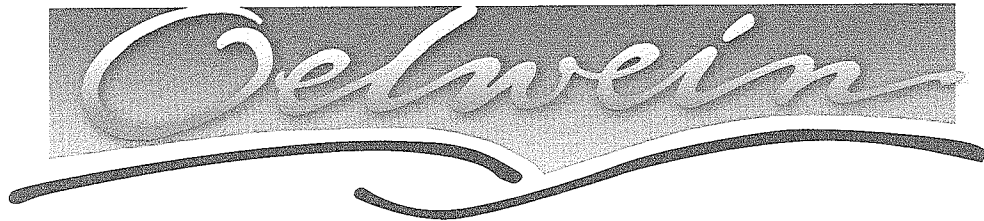
Recorded August 9, 2022.

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



Oelwein Chamber and Area Development

July 27th, 2022

City of Oelwein
Dylan Mulfinger
20 Second Ave SW
Oelwein, IA 50662

Dear Mayor Devore, City Administrator Mulfinger, and City Council Members:

The Oelwein Chamber & Area Development and United Way are sponsoring a Fall Fling event September 24th. The BBQ portion of this event will begin at 3:30 am.

We respectfully request permission to close the 10 block of West Charles from the Charles/Frederick corner to Charles/First Ave SW corner including the alleys from approximately 3:00 am to 8:00 pm. We also request the use of barricades to close the street and alleys.

Thank you for your consideration in this matter.

Sincerely,

Deb Howard, Chamber Coordinator
Oelwein Chamber & Area Development

Contractor's Application for Payment

Owner: <u>City of Oelwein</u>	Owner's Project No.: _____
Engineer: <u>FOX Engineering</u>	Engineer's Project No.: <u>3406-18A</u>
Contractor: <u>Summers' Enterprises, Inc.</u>	Contractor's Project No.: _____
Project: <u>Oelwein 2021 Water Main Improvements</u>	
Contract: _____	
Application No.: <u>8</u>	Application Date: <u>8/1/2022</u>
Application Period: <u>From 7/6/2022</u>	to 8/1/2022

1. Original Contract Price	\$	1,057,488.83
2. Net change by Change Orders	\$	101,007.33
3. Current Contract Price (Line 1 + Line 2)	\$	1,158,496.16
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	950,010.02
5. Retainage		
a. <u>5%</u> X <u>\$ 950,010.02</u> Work Completed =	\$	47,500.50
b. <u>5%</u> X <u>\$ -</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	47,500.50
6. Amount eligible to date (Line 4 - Line 5.c)	\$	902,509.52
7. Less previous payments (Line 6 from prior application)	\$	845,646.82
8. Amount due this application	\$	56,862.70
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	255,986.64

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: Summers' Enterprise Inc

Signature: **Date:** 8-3-22

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: <u>Brett DeVore, Mayor</u>
Date: <u>8/3/2022</u>	Date: <u>August 8, 2022</u>
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 Engineering	Engineer's Project No.: 3406-18A
Contractor: Summers' Enterprises, Inc.	Contractor's Project No.:
Project: Oelwein 2021 Water Main Improvements	
Contract:	

Application No.: 8	Application Period: From 07/06/22 to 08/01/22	Application Date: 08/01/22
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
2.01	SPECIAL BACKFILL, 6-INCH	5,633	SY	\$ 4.50	\$ 25,348.50	5,069.70	\$ 22,813.65		\$ 22,813.65	90%	\$ 2,534.85
2.02	SUBGRADE TREATMENT, GEOGRID (TYPE 1)	100	SY	\$ 10.00	\$ 1,000.00	-	\$ -		\$ -	0%	\$ 1,000.00
3.01	TRENCH FOUNDATION	150	TON	\$ 20.00	\$ 3,000.00	50.18	\$ 1,003.60		\$ 1,003.60	33%	\$ 1,996.40
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	150	CY	\$ 25.00	\$ 3,750.00	50.00	\$ 1,250.00		\$ 1,250.00	33%	\$ 2,500.00
3.03	TRENCH COMPACTION TESTING	1	LS	\$ 8,500.00	\$ 8,500.00	-	\$ -		\$ -	0%	\$ 8,500.00
4.01	REMOVE & REPLACE SANITARY SEWER, 8-INCH	44	LF	\$ 80.00	\$ 3,520.00	18.00	\$ 1,440.00		\$ 1,440.00	41%	\$ 2,080.00
4.02	REMOVE & REPLACE STORM SEWER, 15-INCH	72	LF	\$ 40.00	\$ 2,880.00	-	\$ -		\$ -	0%	\$ 2,880.00
4.03	REMOVE & REPLACE STORM SEWER, 18-INCH	40	LF	\$ 60.00	\$ 2,400.00	-	\$ -		\$ -	0%	\$ 2,400.00
4.04	REMOVE & REPLACE STORM SEWER, 24-INCH	52	LF	\$ 80.00	\$ 4,160.00	-	\$ -		\$ -	0%	\$ 4,160.00
5.01	WATER CONNECTION, 1ST ST NE & 8TH AVE NE	1	LS	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00		\$ 1,800.00	100%	\$ -
5.02	WATER CONNECTION, 1ST ST NE & ELMWOOD PKWY	1	LS	\$ 2,800.00	\$ 2,800.00	1	\$ 2,800.00		\$ 2,800.00	100%	\$ -
5.03	WATER CONNECTION, 1ST ST NE & 12TH AVE NE	1	LS	\$ 2,200.00	\$ 2,200.00	0.5	\$ 1,100.00		\$ 1,100.00	50%	\$ 1,100.00
5.04	WATER CONNECTION, 1ST ST NE & 13TH AVE NE	1	LS	\$ 1,900.00	\$ 1,900.00	1	\$ 1,900.00		\$ 1,900.00	100%	\$ -
5.05	WATER CONNECTION, 12TH AVE SE & CHARLES ST	1	LS	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00		\$ 2,000.00	100%	\$ -
5.06	WATER CONNECTION, 12TH AVE SE & ELM ST	1	LS	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00		\$ 2,200.00	100%	\$ -
5.07	WATER CONNECTION, 12TH AVE SE & 1ST ST SE	1	LS	\$ 2,600.00	\$ 2,600.00	1	\$ 2,600.00		\$ 2,600.00	100%	\$ -
5.08	WATER CONNECTION, 12TH AVE SE & 2ND ST SE	1	LS	\$ 1,900.00	\$ 1,900.00	1	\$ 1,900.00		\$ 1,900.00	100%	\$ -
5.09	WATER CONNECTION, 12TH AVE SE & WATER TOWER	1	LS	\$ 4,200.00	\$ 4,200.00	1	\$ 4,200.00		\$ 4,200.00	100%	\$ -
5.10	WATER CONNECTION, 1ST ST SE & HILLSIDE DR	1	LS	\$ 3,400.00	\$ 3,400.00	1	\$ 3,400.00		\$ 3,400.00	100%	\$ -
5.11	WATER CONNECTION, 5TH ST SE & 5TH AVE SE	1	LS	\$ 4,937.00	\$ 4,937.00	-	\$ -		\$ -	0%	\$ 4,937.00
5.12	WATER CONNECTION, 5TH ST SE & 6TH AVE SE	1	LS	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00		\$ 3,000.00	100%	\$ -
5.13	WATER CONNECTION, 5TH ST SE & 7TH AVE SE	1	LS	\$ 3,400.00	\$ 3,400.00		\$ -		\$ -	0%	\$ 3,400.00
5.14	WATER CONNECTION, 5TH ST SE & 8TH AVE SE	1	LS	\$ 3,600.00	\$ 3,600.00		\$ -		\$ -	0%	\$ 3,600.00
5.15	WATER CONNECTION, 5TH ST, STA 413+93	1	LS	\$ 2,700.00	\$ 2,700.00	1	\$ 2,700.00		\$ 2,700.00	100%	\$ -
5.16	WATER CONNECTION, 5TH ST & 9TH AVE SE	1	LS	\$ 2,300.00	\$ 2,300.00	1	\$ 2,300.00		\$ 2,300.00	100%	\$ -
5.17	WATER CONNECTION, 6TH AVE SE & 7TH ST SE	1	LS	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00		\$ 2,200.00	100%	\$ -
5.18	CAP TO ABANDON WATER MAIN IN PLACE	31	EA	\$ 950.00	\$ 29,450.00	16	\$ 15,200.00		\$ 15,200.00	52%	\$ 14,250.00
5.19	WATER MAIN, TRENCHED, PVC OR DIP, 6-INCH	16	LF	\$ 100.00	\$ 1,600.00	29.5	\$ 2,950.00		\$ 2,950.00	184%	\$ (1,350.00)
5.20	WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	5,382	LF	\$ 63.00	\$ 339,066.00	5,382	\$ 339,066.00		\$ 339,066.00	100%	\$ -
5.21	WATER MAIN, TRENCHLESS, PVC OR DIP, 8-INCH	65	LF	\$ 63.00	\$ 4,095.00	65	\$ 4,095.00		\$ 4,095.00	100%	\$ -
5.22	RESILIENT WEDGE GATE VALVE, 6-INCH	2	EA	\$ 1,250.00	\$ 2,500.00	2	\$ 2,500.00		\$ 2,500.00	100%	\$ -
5.23	RESILIENT WEDGE GATE VALVE, 8-INCH	26	EA	\$ 1,800.00	\$ 46,800.00	22	\$ 39,600.00		\$ 39,600.00	85%	\$ 7,200.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Oelwein	Owner's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	3406-18A
Contractor:	Summers' Enterprises, Inc.	Contractor's Project No.:	
Project:	Oelwein 2021 Water Main Improvements		
Contract:			

Application No.:	8	Application Period:	From 07/06/22 to 08/01/22	Application Date:	08/01/22
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
5.24	WATER SERVICE PIPE, TRENCHLESS, 1-INCH COPPER	2,150	LF	\$ 28.00	\$ 60,200.00	1,931	\$ 54,068.00		\$ 54,068.00	90%	\$ 6,132.00
5.25	WATER SERVICE, 1-INCH, CONNECT TO EXISTING SERVICE	77	EA	\$ 1,800.00	\$ 138,600.00	75	\$ 135,000.00		\$ 135,000.00	97%	\$ 3,600.00
5.26	WATER SERVICE, 1-INCH, TRANSFER TO EXISTING 12-INCH WATER MAIN	7	EA	\$ 3,000.00	\$ 21,000.00	7.0	\$ 21,000.00		\$ 21,000.00	100%	\$ -
5.27	FIRE HYDRANT ASSEMBLY	13	EA	\$ 4,500.00	\$ 58,500.00	12	\$ 54,000.00		\$ 54,000.00	92%	\$ 4,500.00
5.28	FIRE HYDRANT ASSEMBLY REMOVAL	6	EA	\$ 1,000.00	\$ 6,000.00	2	\$ 2,000.00		\$ 2,000.00	33%	\$ 4,000.00
5.29	REMOVE EXISTING WATER VALVE MANHOLES	5	EA	\$ 1,500.00	\$ 7,500.00	4	\$ 6,000.00		\$ 6,000.00	80%	\$ 1,500.00
5.30	WATER MAIN TESTING	1	LS	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ 5,000.00	100%	\$ -
6.01	INTAKE ADJUSTMENT, MINOR	2	EA	\$ 1,800.00	\$ 3,600.00	-	\$ -		\$ -	0%	\$ 3,600.00
6.02	MANHOLE ADJUSTMENT, MINOR	3	EA	\$ 1,500.00	\$ 4,500.00	-	\$ -		\$ -	0%	\$ 4,500.00
7.01	PAVEMENT REMOVAL	5,642	SY	\$ 4.50	\$ 25,389.00	5,077.80	\$ 22,850.10		\$ 22,850.10	90%	\$ 2,538.90
7.02	PAVEMENT, HMA, 5-INCHES	5,313	SY	\$ 9.41	\$ 49,995.33	3,187.80	\$ 29,997.20		\$ 29,997.20	60%	\$ 19,998.13
7.03	PCC CURB/GUTTER REMOVAL & REPLACEMENT, 24-INCH	374	LF	\$ 48.00	\$ 17,952.00	223.00	\$ 10,704.00		\$ 10,704.00	60%	\$ 7,248.00
7.04	PCC SIDEWALK, 5-INCHES	9	SY	\$ 180.00	\$ 1,620.00	-	\$ -		\$ -	0%	\$ 1,620.00
7.05	PCC FULL DEPTH PATCH	320	SY	\$ 131.00	\$ 41,920.00	58.30	\$ 7,637.30		\$ 7,637.30	18%	\$ 34,282.70
7.06	CRACKING & SEATING OF PCC PAVEMENT	925	SY	\$ 15.00	\$ 13,875.00	925	\$ 13,875.00		\$ 13,875.00	100%	\$ -
7.07	HMA OVERLAY, 1-INCH, INTERLAYER	925	SY	\$ 12.00	\$ 11,100.00	925	\$ 11,100.00		\$ 11,100.00	100%	\$ -
7.08	HMA OVERLAY, 2-INCH, SUBSURFACE COURSE	1,117	SY	\$ 23.00	\$ 25,691.00	925	\$ 21,275.00		\$ 21,275.00	83%	\$ 4,416.00
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, & MULCHING - TYPE 1	1.2	AC	\$ 4,800.00	\$ 5,760.00	0.50	\$ 2,400.00		\$ 2,400.00	42%	\$ 3,360.00
9.02	FILTER SOCK	2,800	LF	\$ 2.40	\$ 6,720.00	-	\$ -		\$ -	0%	\$ 6,720.00
9.03	MULCHING, WOOD CELLULOSE FIBER	1.2	AC	\$ 1,800.00	\$ 2,160.00	-	\$ -		\$ -	0%	\$ 2,160.00
11.01	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ 10,000.00	100%	\$ -
11.02	TRAFFIC CONTROL & STAGING	1	LS	\$ 6,000.00	\$ 6,000.00	0.66	\$ 3,960.00		\$ 3,960.00	66%	\$ 2,040.00
11.03	TEMPORARY ROCK	575	TON	\$ 16.00	\$ 9,200.00	375.15	\$ 6,002.40		\$ 6,002.40	65%	\$ 3,197.60
Original Contract Totals					\$ 1,057,488.83		\$ 880,887.25	\$ -	\$ 880,887.25	83%	\$ 176,601.58

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Oelwein	Owner's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	3406-18A
Contractor:	Summers' Enterprises, Inc.	Contractor's Project No.:	
Project:	Oelwein 2021 Water Main Improvements		
Contract:			

Application No.:	8	Application Period:	From	07/06/22	to	08/01/22	Application Date:	08/01/22
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				

CHANGE ORDER SUMMARY

CHANGE ORDER NO. 1

CO 1.1	WATER MAIN, TRENCHLESS, PVC OR DIP, 8-INCH	15	LF	\$63.00	\$ 945.00	15	\$ 945.00		\$ 945.00	100%	-
CO 1.2	8-INCHx10-INCH REDUCER	1	EA	\$620.00	\$ 620.00	1	\$ 620.00		\$ 620.00	100%	-

CHANGE ORDER NO. 2

CO 2.1	REMOVE HYDRANT	1	EA	\$1,000.00	\$ 1,000.00	-	\$ -		\$ -	0%	1,000.00
CO 2.2	FIRE HYDRANT ASSEMBLY	1	EA	\$4,500.00	\$ 4,500.00	-	\$ -		\$ -	0%	4,500.00
CO 2.3	RESILIENT WEDGE GATE VALVE, 6-INCH	2	EA	\$1,250.00	\$ 2,500.00	2	\$ 2,500.00		\$ 2,500.00	100%	-
CO 2.4	RESILIENT WEDGE GATE VALVE, 8-INCH	2	EA	\$1,800.00	\$ 3,600.00	-	\$ -		\$ -	0%	3,600.00
CO 2.5	HMA ROADWAY PATCH	52	SY	\$40.00	\$ 2,080.00	52	\$ 2,080.00		\$ 2,080.00	100%	-
CO 2.6	CAP TO ABANDON WATER MAIN IN PLACE	(4)	EA	\$950.00	\$ (3,800.00)		\$ -		\$ -	0%	(3,800.00)
CO 2.7	WATER SERVICE PIPE, TRENCHLESS, 1-INCH COPPER	258	LF	\$28.00	\$ 7,224.00	240	\$ 6,720.00		\$ 6,720.00	93%	504.00
CO 2.8	WATER SERVICE, 1-INCH, CONNECT TO EXISTING SERVICE	14	EA	\$1,800.00	\$ 25,200.00	13.5	\$ 24,300.00		\$ 24,300.00	96%	900.00
CO 2.9	PCC CURB/GUTTER REMOVAL & REPLACEMENT, 24-INCH	122	LF	\$48.00	\$ 5,856.00	53	\$ 2,544.00		\$ 2,544.00	43%	3,312.00

CHANGE ORDER NO. 4

CO 4.1.1	OMIT HMA-25 (HMA REMOVAL/SPECIAL BACKFILL/HMA	(149.8)	SY	\$18.41	\$ (2,757.82)	(149.8)	\$ (2,757.82)		\$ (2,757.82)	100%	-
CO 4.1.2	ADD HMA-25A (HMA REMOVAL/SPECIAL BACKFILL/HMA	11.6	SY	\$18.41	\$ 213.56		\$ -		\$ -	0%	213.56
CO 4.1.3	ADD HMA-26A (HMA REMOVAL/SPECIAL BACKFILL/HMA	59.5	SY	\$18.41	\$ 1,095.40		\$ -		\$ -	0%	1,095.40
CO 4.1.4	OMIT - WATER CONNECTION, 5TH ST SE & 5TH AVE SE	(1)	LS	\$4,937.00	\$ (4,937.00)		\$ -		\$ -	0%	(4,937.00)
CO 4.1.5	OMIT WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	(54)	LF	\$63.00	\$ (3,402.00)	(54.0)	\$ (3,402.00)		\$ (3,402.00)	100%	-
CO 4.1.6	ADD WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	26	LF	\$63.00	\$ 1,638.00	26	\$ 1,638.00		\$ 1,638.00	100%	-
CO 4.1.7	OMIT RESILIENT WEDGE GATE VALVE, 8-INCH, WV#13	(1)	EA	\$1,800.00	\$ (1,800.00)		\$ -		\$ -	0%	(1,800.00)
CO 4.1.8	OMIT RESILIENT WEDGE GATE VALVE, 8-INCH, WV#14	(1)	EA	\$1,800.00	\$ (1,800.00)		\$ -		\$ -	0%	(1,800.00)
CO 4.1.9	OMIT RESILIENT WEDGE GATE VALVE, 8-INCH, WV#15	(1)	EA	\$1,800.00	\$ (1,800.00)		\$ -		\$ -	0%	(1,800.00)
CO 4.1.10	OMIT REMOVE EXISTING WATER VALVE MANHOLES	(1)	EA	\$1,500.00	\$ (1,500.00)		\$ -		\$ -	0%	(1,500.00)
CO 4.1.11	ADD WATER CONNECTION, 5TH ST SE & 5TH AVE SE, 10"x8"	1	EA	\$5,257.00	\$ 5,257.00	1	\$ 5,257.00		\$ 5,257.00	100%	-
CO 4.2.1	OMIT HMA-27 (HMA REMOVAL/SPECIAL BACKFILL/HMA	(71)	SY	\$18.41	\$ (1,312.63)	(71.0)	\$ (1,307.11)		\$ (1,307.11)	100%	(5.52)
CO 4.2.2	ADD HMA-27A (HMA REMOVAL/SPECIAL BACKFILL/HMA	9	SY	\$18.41	\$ 163.85		\$ -		\$ -	0%	163.85
CO 4.2.3	OMIT WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	(29)	LF	\$63.00	\$ (1,827.00)	(29.0)	\$ (1,827.00)		\$ (1,827.00)	100%	-
CO 4.2.4	OMIT RESILIENT WEDGE GATE VALVE, 8-INCH ADDED IN CO2	(1)	EA	\$1,800.00	\$ (1,800.00)		\$ -		\$ -	0%	(1,800.00)
CO 4.2.5	ADD RESILIENT WEDGE GATE VALVE, 4-INCH, WV#17A	1	EA	\$1,100.00	\$ 1,100.00	1	\$ 1,100.00		\$ 1,100.00	100%	-
CO 4.3.1	OMIT HMA-28 (HMA REMOVAL/SPECIAL BACKFILL/HMA	(45.7)	SY	\$18.41	\$ (841.34)	(45.7)	\$ (841.34)		\$ (841.34)	100%	-
CO 4.3.2	ADD HMA-28A (HMA REMOVAL/SPECIAL BACKFILL/HMA	31	SY	\$18.41	\$ 566.62		\$ -		\$ -	0%	566.62
CO 4.3.3	OMIT HMA-29 (HMA REMOVAL/SPECIAL BACKFILL/HMA	(82.7)	SY	\$18.41	\$ (1,522.51)	(82.7)	\$ (1,522.51)		\$ (1,522.51)	100%	-
CO 4.3.4	ADD HMA-29A (HMA REMOVAL/SPECIAL BACKFILL/HMA	9	SY	\$18.41	\$ 165.69		\$ -		\$ -	0%	165.69
CO 4.3.5	OMIT RESILIENT WEDGE GATE VALVE, 8-INCH ADDED IN CO2	(1)	EA	\$1,800.00	\$ (1,800.00)		\$ -		\$ -	0%	(1,800.00)
CO 4.3.6	OMIT REMOVE & REPLACE SANITARY SEWER, 8-INCH	(20)	LF	\$80.00	\$ (1,600.00)		\$ -		\$ -	0%	(1,600.00)
CO 4.3.7	OMIT WATER CONNECTION, 5TH ST SE & 7TH AVE SE	(1)	EA	\$3,400.00	\$ (3,400.00)		\$ -		\$ -	0%	(3,400.00)
CO 4.3.8	OMIT WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	(45)	LF	\$63.00	\$ (2,835.00)	(45.0)	\$ (2,835.00)		\$ (2,835.00)	100%	-
CO 4.3.9	ADD WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	10	LF	\$63.00	\$ 630.00	10	\$ 630.00		\$ 630.00	100%	-
CO 4.3.10	ADD WATER CONNECTION, 5TH ST SE & 7TH AVE SE, 4"x4" TAPPING	1	EA	\$2,800.00	\$ 2,800.00	1	\$ 2,800.00		\$ 2,800.00	100%	-
CO 4.3.11	ADD WATER MAIN, TRENCHED, PVC OR DIP, 4-INCH	20	LF	\$45.00	\$ 900.00	20	\$ 900.00		\$ 900.00	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Oelwein	Owner's Project No.:	
Engineer:	FOX Engineering	Engineer's Project No.:	3406-18A
Contractor:	Summers' Enterprises, Inc.	Contractor's Project No.:	
Project:	Oelwein 2021 Water Main Improvements		
Contract:			

Application No.:	8	Application Period:	From 07/06/22 to 08/01/22	Application Date:	08/01/22
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
CO 4.3.12	ADD RESILIENT WEDGE GATE VALVE, 4-INCH, WV#19A	1	EA	\$1,100.00	\$ 1,100.00	1	\$ 1,100.00		\$ 1,100.00	100%	-
CO 4.4.1	OMIT HMA-31 (HMA REMOVAL/SPECIAL BACKFILL/HMA	(71.9)	SY	\$18.41	\$ (1,323.68)	(71.9)	\$ (1,323.68)		\$ (1,323.68)	100%	-
CO 4.4.2	ADD HMA-30A (HMA REMOVAL/SPECIAL BACKFILL/HMA	6.7	SY	\$18.41	\$ 123.35		\$ -		\$ -	0%	123.35
CO 4.4.3	ADD HMA-31A (HMA REMOVAL/SPECIAL BACKFILL/HMA	7.1	SY	\$18.41	\$ 130.71		\$ -		\$ -	0%	130.71
CO 4.4.4	OMIT WATER CONNECTION, 5TH ST SE & 8TH AVE SE	(1.0)	LS	\$3,600.00	\$ (3,600.00)		\$ -		\$ -	0%	(3,600.00)
CO 4.4.5	ADD WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	7.0	LF	\$100.00	\$ 700.00	7	\$ 700.00		\$ 700.00	100%	-
CO 4.4.6	OMIT WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	(34.0)	LF	\$63.00	\$ (2,142.00)	(34.0)	\$ (2,142.00)		\$ (2,142.00)	100%	-
CO 4.4.7	ADD WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	10	LF	\$63.00	\$ 630.00	10	\$ 630.00		\$ 630.00	100%	-
CO 4.4.8	ADD RESILIENT WEDGE GATE VALVE, 6-INCH, WV#23B	1	EA	\$1,250.00	\$ 1,250.00	1	\$ 1,250.00		\$ 1,250.00	100%	-
CO 4.4.9	ADD WATER CONNECTION, 5TH ST SE & 8TH AVE SE, 6"x6" TAPPING	1	EA	\$2,200.00	\$ 2,200.00	1	\$ 2,200.00		\$ 2,200.00	100%	-
CHANGE ORDER NO. 5											
CO 5.1	EXPLORATORY DIGGING, 1ST ST NE	8	HR	\$350.00	\$ 2,800.00	8	\$ 2,800.00		\$ 2,800.00	100%	-
CO 5.2	ADD TRENCHLESS OPERATIONS, PILOT HOLE, REAMING OF HOLE	498	LF	\$46.21	\$ 23,012.58	498	\$ 23,012.58		\$ 23,012.58	100%	-
CO 5.3	EXPLORATORY DIGGING, 5TH ST SE	1	LS	\$4,000.00	\$ 4,000.00	1	\$ 4,000.00		\$ 4,000.00	100%	-
CO 5.4	EXPLORATORY DIGGING, 5TH ST SE	1	LS	\$3,000.00	\$ 3,000.00	1	\$ 3,000.00		\$ 3,000.00	100%	-
CO 5.5	BORING CREW DE-MOBILIZATION, 5TH ST SE	1	LS	\$8,000.00	\$ 8,000.00	1	\$ 8,000.00		\$ 8,000.00	100%	-
CO 5.6	DEDUCT FOR BID ITEM 5.20 WATER MAIN, TRENCHED, PVC, 8-INCH	498	LF	(\$11.00)	\$ (5,478.00)	498	\$ (5,478.00)		\$ (5,478.00)	100%	-
CO 5.7	ADD HMA-26A (HMA REMOVAL/SPECIAL BACKFILL/HMA	335	SY	\$96.85	\$ 32,444.75		\$ -		\$ -	0%	32,444.75
CO 5.8	OMIT PORTION OF HMA-26 (HMA REMOVAL/SPECIAL BACKFILL/HMA	(335)	SY	\$18.41	\$ (6,167.35)	(335)	\$ (6,167.35)		\$ (6,167.35)	100%	-
CO 5.9	OMIT PORTION OF WATER SERVICE PIPE, TRENCHLESS, 1-INCH	(23)	LF	\$28.00	\$ (644.00)		\$ -		\$ -	0%	(644.00)
CO 5.10	OMIT CG-18, PCC CURB/GUTTER REMOVAL & REPLACEMENT, 24-	(15)	LF	\$48.00	\$ (720.00)		\$ -		\$ -	0%	(720.00)
CO 5.11	OMIT PCC-13, PCC FULL DEPTH PATCH	(23)	SY	\$135.50	\$ (3,075.85)		\$ -		\$ -	0%	(3,075.85)
CO 5.12	ADD PCC-14A, PCC FULL DEPTH PATCH	114	SY	\$135.50	\$ 15,447.00		\$ -		\$ -	0%	15,447.00
Change Order Totals					\$ 101,007.33		\$ 69,122.77	\$ -	\$ 69,122.77	68%	\$ 31,884.56
Original Contract and Change Orders											
Project Totals					\$ 1,158,496.16		\$ 950,010.02	\$ -	\$ 950,010.02	82%	\$ 208,486.14

CITY OF OELWEIN
Bid and Proposal for:
“Oelwein 2022 Residential & Commercial Building Demolition”

Proposal of _____ (hereinafter called “Bidder”), organized and existing under the laws of the State of _____, doing business as _____ (Insert “a corporation”, “a partnership”, or “an individual” as applicable).

To the City Council of the City of Oelwein, Iowa (hereinafter called “CITY” and/or “OWNER”).

In compliance with your Advertisement for Bids, BIDDER hereby proposed to perform all WORK for the DEMOLITION OF STRUCTURES located on **properties listed in the following pages**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of his BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that his BID has been arrived at independently, without consultation, communication, or agreement as to any matter related to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this CONTRACT on a date no later than **November 1, 2022**, and to be specified in the Notice to Proceed and to be substantially complete by **April 1, 2023**, and fully complete the project by **June 1, 2023**.

BIDDER further agrees that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$650.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until work is completed and ready for final payment.
3. Liquidated damages for failing to attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

While City of Oelwein permits must be applied for, all fees will be waived.

Scope of Work and Specifications

The following properties are currently owned by the City of Oelwein and are part of the scope of work for demolition. Please see **Attachment A** for specifications and specific scope of work for each of the properties below.

1. Residential - 303 2nd St. NW ⁽¹⁾
2. Residential - 218 3rd Ave. NW
3. Residential - 531 3rd Ave. SE
4. Residential - 407 3rd St. SW
5. Residential - 702 3rd Ave. SW
6. Residential - 202 4th Ave. NW
7. Residential - 217 4th Ave. NW
8. Residential - 123 6th Ave. NE
9. Residential - 22 7th St. SW
10. Residential - 517 N. Frederick Ave.
11. Commercial - 27 S. Frederick Ave.
12. Commercial - 33 S. Frederick Ave.

⁽¹⁾ The status of 303 2nd St. NW is contingent on the outcome of current litigation and may be omitted from the Contract as authorized by the City. Contractor must seek approval from the City prior to commencement of demolition work at this property.

The following specifications apply to this bid.

Notification and Submittal Requirements:

- A. Submit all contract documents, proofs of insurance, and demolition license as required by the City prior to commencement of work.
- B. Provide the Iowa Department of Natural Resources (IDNR) and the City written notice of intent to demolition a structure - see form "Notification of Demolition and Renovation" at: <https://www.iowadnr.gov/portals/idnr/uploads/forms/5421476.pdf>.
- C. If applicable, complete the online Iowa DNR - Asbestos Notification System Demolition and Renovation of a Building form through the online portal at: <https://programs.iowadnr.gov/asbestos/Form/BuildingStepOneNotification>.
- D. Provide such notice to the IDNR and the City at least **10 working days** before any demolition activities.

- E. Submit a traffic control plan to the City of Oelwein Public Works Department 10 working day before any demolition activities. Contractor is required to provide any traffic control devices as necessary for the project.
- F. Seventy-two (72) hours prior to initiation demolition at each site, submit a demolition, dust control, and erosion control plan to the City.
- G. At the completion of the project, provide the City with copies of disposal manifests from appropriate appliance recycling facility (as applicable), and ACM-certified landfill (as applicable).

Safety

It is the Contractor's responsibility to follow all applicable OSHA rules for worker safety and public safety during the project.

Fuel Tank Removal / Well Abandonment:

No fuel tank removal or well abandonment is anticipated for this work, however, if encountered during demolition the Contractor shall notify the City immediately and proceed with removal and abandonment per applicable Iowa rules including required Notifications.

If contaminated sediments are encountered, Contractor shall notify the City immediately. Reuse, removal, and disposal of materials shall be as directed by the City.

Other Contaminated Materials

Contractor shall assume that the site(s) may contain other hazardous and/or regulated wastes typical of residential demolitions, including mold, air conditioners, appliances, boilers, batteries, limited amounts of human or animal waste, etc. Contractor shall remove and dispose of these materials according to Iowa law. Appliances must be sent to an approved recycling facility.

If other materials are encountered such as illegal drug paraphernalia or items that are not normally anticipated to be encountered, Contractor shall notify the City and law enforcement immediately. Removal of such items may be negotiated with the City as Extra Work depending on the type and amount of waste.

Vacancy

The City assumes all properties are vacant. If Contractor encounters any occupants of the property, he shall notify the City and law enforcement immediately.

Protection of the Public

- A. Contractor shall provide and maintain safety fence and/or other protective measures around the demolition area at all times during the demolition process. Once all excavated areas have been backfilled, the fence shall be removed to allow for site grading and seeding.

- B. Demolition Hours:
- a. Contractor shall restrict demolition hours to 7 AM - 7PM, Monday - Friday.
- C. Noise Pollution
- a. Contractor shall restrict demolition hours to 7 AM - 7 PM, Monday - Friday.
- D. Dust Control: The Contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the City shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
- a. The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.
 - b. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.
- E. Reduction of Fire Hazards:
- a. Removal of Material: Before demolition of any part of the any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.
 - b. Fire Extinguishing Equipment: The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
 - c. Fires: No fire of any kind will be permitted in the demolition work area.
 - d. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.
 - e. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.
 - f. Telephone Service: The Contractor shall arrange for access to and use of, during working hours, one or more telephones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies, and shall keep all personnel on the job, foreman, or at least one regular member of each shift, shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire producing conditions and to apply appropriate corrective action, particularly at the close of each working day.

- F. **Protection of Public Utilities:** The Contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.
- G. **Protection of Adjacent Property:**
- a. The Contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns, or any other property adjacent future demolition. The Contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles beyond the site parcel boundary.
 - b. The Contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed to parcels released for demolition whether or not the property is scheduled for, including drainable backfill, to original condition. Repairs shall be subject to approval by City.
- H. **Extermination:** If rodents or other pests are present, Contractor shall effectively exterminate rodents and other pests on properties before commencing demolition work with a 3-day baiting period or as required by the Health Department. Bait station locations must include the basement and sub-basements, areaways, and any sheds or shelters on the site. Select bait station locations to ensure a high percentage of kill on the first application. Where possible, the Contractor shall toenail, bar, or lock entrance doors to these structures to minimize the danger to children. An exterminating sign is required for each structure as specified by the Health Department. The Contractor shall pick up all dead rodents at the end of the baiting period and before commencing demolition. The Contractor must dispose of all bait and dead rodents in accordance with all applicable laws and regulations. Rodent extermination is incidental to demolition and removal work.

Timeline and Award

The City of Oelwein is proposing the following timeline for the Request for Sealed Bid process.

- September 1, 2022: Bids due
- September 12, 2002: Council award bid

Sealed Bid Submission

All bids must be in a sealed envelope with the vendor's name and "**Oelwein 2022 Residential & Commercial Building Demolition**" written on the outside of the envelope. Bids are due no later than 10 AM Central Standard Time on September 1, 2022, to the following:

City Clerk
 City of Oelwein
 20 Second Avenue SW
 Oelwein, Iowa 50662

Any bids received after the due date will be rejected and not considered. The City reserves the right to reject all bids.

General Terms and Conditions

- A. **Contract:** Any award of a contract resulting from this RFQ will be made only by written authorization from City of Oelwein upon approval by the City of Oelwein City Council. The contract between City of Oelwein and the Vendor shall consist of (1) the Request for Quote (RFQ) and any amendments thereto and (2) the proposal submittal by the Vendor in response to the RFQ. In the event of a conflict in language between these two documents, the provisions and requirements set forth and/or referenced in the RFQ shall govern. The City also reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFQ or the Vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFQ shall govern. The City reserves the right to amend the contract to include and Federal requirements specifically associated with the funding allocation and program compliance.
- B. **Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- C. **Incurred Expenses:** This RFQ does not commit the City to award a contractor, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this RFQ, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.
- D. **Insurance:** The successful bidder must provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of a Contract: workers compensation and commercial liability of at least \$500,000. The City shall be named as an additional insured under the liability policy required above.

- E. Independent Contractor: Nothing contained in this RFQ is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. The Contractor shall remain an independent contractor, and all employees of the Contractor or its subcontractors shall remain employees of the Contractor or subcontractor and shall not become the employees of the City.

- F. Nondiscrimination: All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof.

BID SHEET

City of Oelwein “Oelwein 2022 Residential & Commercial Building Demolition”

All bids must be provided on this bid sheet in order to be accepted. Failure to use this bid sheet will result in the bid being determined to be not responsive. Please review the attached information for each property and list your bid by property below. Please total all bids.

Item No.	Description	Unit	Bid Quantity	Unit Price	Bid
1	303 2ND ST. NW	LS	1	\$	\$
2	218 3RD AVE. NW	LS	1	\$	\$
3	531 3RD AVE. SE	LS	1	\$	\$
4	407 3RD ST. SW	LS	1	\$	\$
5	702 3RD AVE ST. SW	LS	1	\$	\$
6	202 4TH AVE. NW	LS	1	\$	\$
7	217 4TH AVE. NW	LS	1	\$	\$
8	123 6TH AVE. NE	LS	1	\$	\$
9	22 7TH AVE ST. NW	LS	1	\$	\$
10	517 N. FREDERICK AVE.	LS	1	\$	\$
11	27 S. FREDERICK AVE.	LS	1	\$	\$
12	33 S. FREDERICK AVE.	LS	1	\$	\$
Total Bid Amount					\$

BID ALTERNATE NO. 1:

Contractor shall provide a cost for the additional demolition requirements for the commercial properties listed below per the Bid Alternate No. 1 specifications prescribed in Attachment A.

Item No.	Description	Unit	Bid Quantity	Unit price	Bid
11-ALT	27 S. FREDERICK AVE.	LS	1	\$	\$
12-ALT	33 S. FREDERICK AVE.	LS	1	\$	\$
Total Alternate No. 1 Bid Amount					\$

Accompanying this bid is a 10% of total bid _____ (Insert: "Certified Check", "Cashier's Check", "Certified Share Draft", or "Bid Bond" as applicable) in the amount of _____ Dollars (\$ _____) payable to the "City of Oelwein, IA", which it is agreed to be forfeited to the OWNER, if the undersigned fails to execute the CONTRACT in accordance with the form of CONTRACT in accordance with the form of CONTRACT incorporated in the CONTRACT DOCUMENTS and as required by the CONTRACT DOCUMENTS within ten (10) days from the Notification of Award of the CONTRACT to be undersigned.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved to the OWNER to reject any or all proposals or to waive informalities and irregularities and to enter into such CONTRACTS that the OWNER deems to be in the best interests of the OWNER. It is further understood and agreed that this proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

The undersigned BIDDER understands that he is to commence WORK on or before the date given in the Notice to Proceed and complete the WORK within the time period in the CONTRACT DOCUMENTS, subject to any extensions of time that may be granted by the OWNER.

The undersigned BIDDER understands that the U.S. Department of Housing and Urban Development, the State of Iowa Department of Economic Development, or any authorized representatives shall have the right to the project site for access and inspection and proper facilities will be provided therefore.

The name and address of the insurance company which the BIDDER proposes to furnish the specified Certificates of Insurances is:

The BIDDER is required to indicate the name and address of any and all subcontractor and work they are to perform:

Bid Summary:

Bidder agrees to perform all the work described in the contract documents and the above project specifications for the above indicated residence at the following price and all bids shall include sales tax and all other applicable taxes and fees. Bids as received must be for the execution of the entire job as called for in the project specifications provided. Each item is to be bid as a separate item. The individual line items are to be totaled to equal the bid amount as entered in the bid summary. It is expressly understood that the foregoing total bid is the basis for establishing the amount of bid security and is for comparison of bids only and is not to be considered or construed to be a lump sum proposal.

I, _____, represent that I am authorized to submit the above bid on behalf of _____.

Company: _____

Contact Person: _____

Address: _____

Telephone No: _____

Email: _____

Signature

Typed or Printed

Date

ATTACHMENT A

SPECIFICATIONS AND GENERAL NOTES

All work and materials shall conform to the **2022 Iowa Statewide Urban Design and Specifications (SUDAS) Division 10** and the **Oelwein City Code** unless superseded in the General Notes below. All work shall comply with national, state, and local laws and safety regulations.

GENERAL NOTES

1. Demolition of all residential properties shall include, but is not necessarily limited to the following: the **complete** demolishment and removal **in entirety** from the site of all existing structures, buildings, building materials, contents of buildings, appliances, trash, rubbish, basement walls, foundations, floor, piers, private sidewalks, steps, and driveways, including curb and apron, from the site; disconnection of utilities; furnishing and compaction of backfill material; furnishing and placing topsoil; finishing grading of disturbed areas; placing and removing safety fencing; removal of fuel and septic tanks and cisterns; seeding; and payment of any permit or disposal fees. All public sidewalks in the right of way will remain intact unless specified or directed by the City. The curb cut for the driveway approach shall be removed and replaced with 6-inch PCC curb.
2. Demolition of all commercial properties shall include the same provisions specified in General Note #1 above with the exception that foundation, foundation walls, and footings shall remain in place. Note the attached commercial figures designate certain walls/foundations to remain in place. Basement floors and slabs shall be broken into pieces not larger than one cubic foot to provide proper water drainage. Backfill per General Note #17 to finished surface grade. Work includes removal and replacement of 5-inch PCC Sidewalk.
3. Contractor shall take pre-existing site photos of all structures, curb, and sidewalk to be protected prior to commencement of work.
4. Coordinate the disconnection of and removal of all utilities (natural gas, electricity, telephone, etc.) from the property. All abandoned utilities are to be removed per the utility company's standards and requirements.

5. Notify owners of adjacent properties and utilities when prosecution of the Work may affect them. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, the Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices whether given orally or in writing shall include appropriate information concerning the interruption and instruction on how to limit their inconvenience.
6. Before commencing any wrecking or demolition, the contractor shall take every precaution to prevent the spread of dust. Rubbish and debris shall be watered as necessary to keep the dust to a minimum. Contractor shall indemnify, defend, and save harmless the City from and against any and all claims, suits, loss, cost, charges, expense, and counsel fees in any way arising from or through the negligence, want of care or fault of the Contractor or agents. Contractor shall also provide liability insurance in the amounts shown on the attached insurance Schedule.
7. Use no equipment or methods which cause damage or adjacent buildings either by direct contact or by shock or vibration transmission through the earth.
8. Take precautions to guard against movement or settlement of nearby buildings. Provide and place bracing or shoring as necessary or proper to prevent such and be responsible for the safety, settlement, damage, or injury caused by or resulting therefrom.
9. Include all shoring and bracing required to support existing structures which are to remain before removing any partitions, walls, beams, joists, etc. Contractor is to assume all liability for the proper design of shoring and supports.
10. If additional shoring or bracing is directed and if Contractor fails to comply promptly with such order, such bracing or shoring may be placed by the owner at the contractor's expense.
11. Do not disrupt buried cables and wires outside building footprint. The contractor will be responsible for coordination with utility companies and repair cost for any damaged cables and wires.

12. Burning of materials on the site shall not be permitted. Material to be removed from the site shall be removed daily as it accumulates. No on-site selling of salvage shall be permitted.
13. A thorough search to assure the structure is unoccupied shall immediately precede demolition activities.
14. Water services shall be capped at curb stop per City of Oelwein requirements. Protect existing curb stops.
15. Sanitary sewer service shall be plugged near the existing water curb stop. Construct sewer plug by completely filling the end of the pipe with concrete for a distance of 16-inches.
16. Groundwater hazards, hazardous materials, asbestos removal shall conform to Federal, State, and local rules and regulations.
17. Backfill excavated building site with lean clay (or equal) compacted to 95% standard proctor density in maximum 8-inch compacted lifts to 6 inches below finish grade. Place 6 inches of topsoil and grade to drain (2% min). Compaction (moisture / density) testing is not required by the Contractor.
18. All disturbed areas shall be seeded per SUDAS 9010. Seed shall be urban seed mix Type 1. Prior to seed placement, areas shall be worked into a prepared seedbed condition. All rocks larger than $\frac{3}{4}$ " shall be removed. Seed and fertilizer shall be placed conventionally (broadcast) onto the finished seedbed and then hydro-mulched using a wood cellulosic fiber mulch. Contractor shall water to keep the soil moist for a minimum of 21 days per SUDAS 9010.3.07. With approval from the City, dormant seeding may be conducted per SUDAS 9010.3.04.
19. Any track-out onto adjacent existing pavement shall be cleaned immediately.
20. All components and materials removed in the performance of the work shall become the property and responsibility of the general contractor unless otherwise noted in the bid documents and shall be removed promptly from the site by said contractor.

BID ALTERNATE NO. 1

Work shall include the demolition and removal in entirety per General Note #1 of the commercial properties, **27 S. Frederick Ave.** and **33 S. Frederick Ave.**, including the complete removal of all foundation, footings, floors, walls, and piers. Contractor shall protect and/or replace existing sidewalk around the foundations.

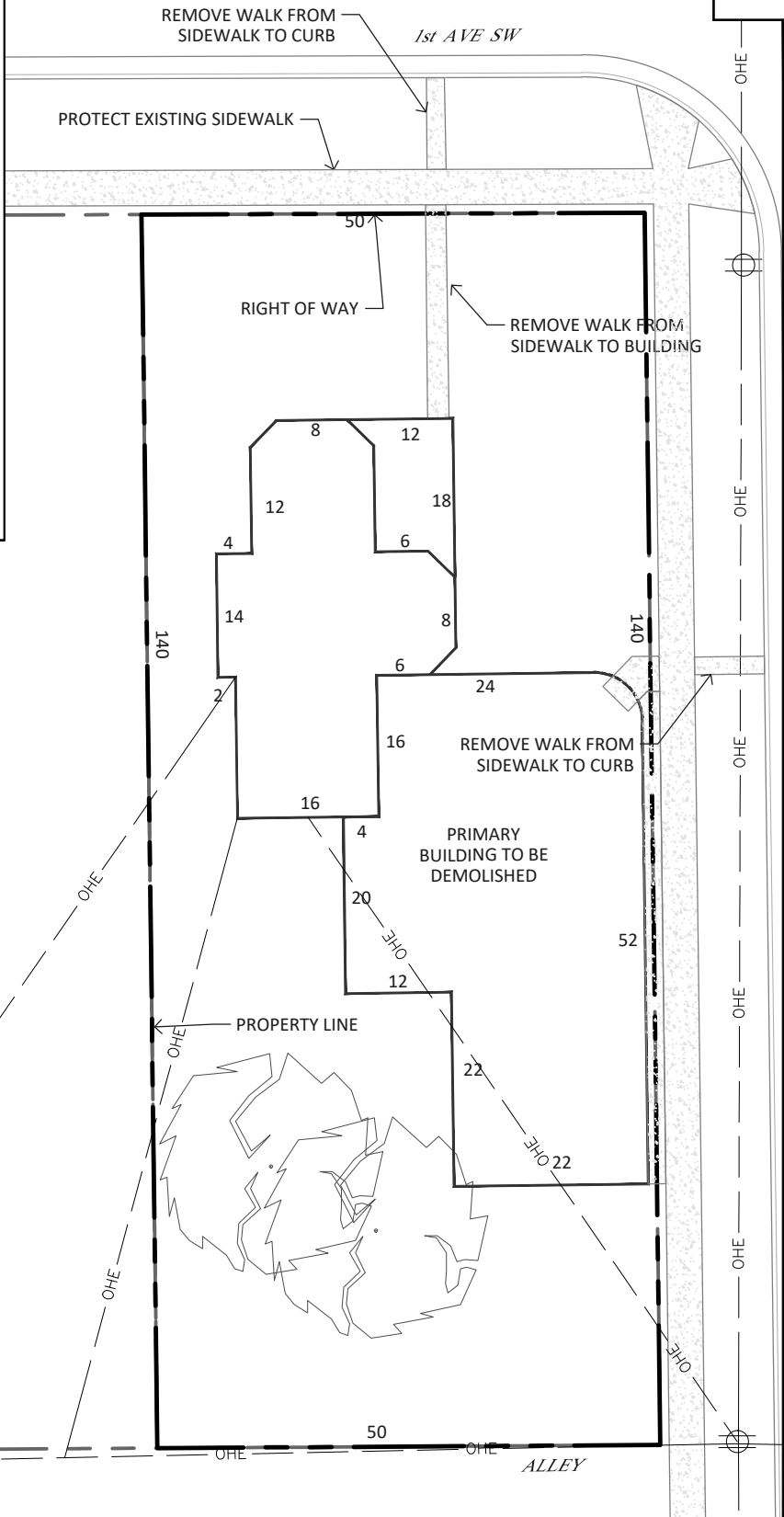
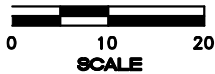
PROPERTY TABLE OF CONTENTS

303 2nd St. NW	A.1 - A.2
218 3rd Ave. NW	B.1 - B.2
531 3rd Ave. SE	C.1 - C.2
407 3rd St. SW	D.1 - D.2
702 3rd Ave. SW	E.1 - E.2
202 4th Ave. NW	F.1 - F.2
217 4th Ave. NW	G.1 - G.2
123 6th Ave. NE	H.1 - H.2
22 7th St. SW	I.1 - I.2
517 N. Frederick Ave.	J.1 - J.2
27 S. Frederick Ave.	K.1 - K.2
33 S. Frederick Ave.	L.1 - L.2

TOTAL SITE AREA ≈0.16 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	1900
ROOF	ASPH/ GABE
FOUNDATION	TILE BLK
EXTERIOR MATERIAL	WD SHAKE
TOTAL GROSS LIVING AREA	1652 S.F.
BASEMENT AREA	826 S.F.



NOTE:

OELWEIN FIRE DEPARTMENT TO CONDUCT PRESCRIBED BURN PRIOR TO DEMOLITION.

File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\303 2nd St NW.dwg Time: Aug 04, 2022 - 1:05pm



OELWEIN DEMOLITION PROJECT
303 2nd ST NW
OELWEIN, IOWA



A.1

ATTACHMENT A

7038.019



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\303 2nd St NW.dwg Time: Jun 21, 2022 - 3:00pm

**RESIDENTIAL DEMOLITION PROJECT
303 2nd ST NW
2022**

OELWEIN IOWA



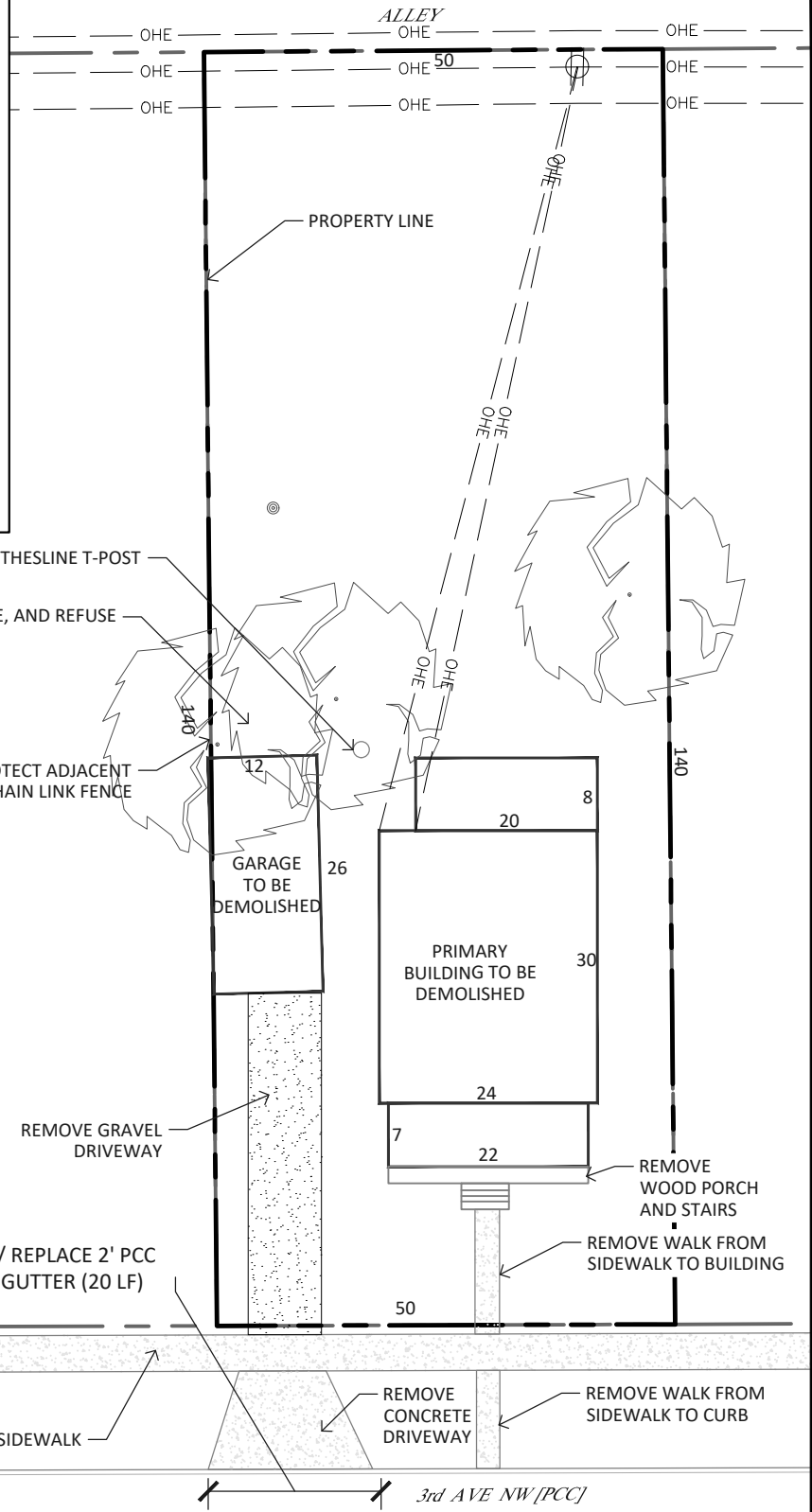
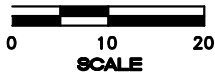
A.2

7038.019

TOTAL SITE AREA ≈0.16 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	1920
ROOF	ASPH/ GABLE
FOUNDATION	STN
EXTERIOR MATERIAL	ALUM
TOTAL GROSS LIVING AREA	1080 S.F.
BASEMENT AREA	720 S.F.



File: S:\AME\7000--7099\Drawings\019\Drawings\CAD\Civil\218_3rd_Ave_NW.dwg Time: Aug 04, 2022 -- 12:58pm



OELWEIN DEMOLITION PROJECT
218 3rd AVE NW
OELWEIN, IOWA



ATTACHMENT A

B.1

7038.019



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\218_3rd_Ave_NW.dwg Time: Jun 21, 2022 -- 8:59am

**RESIDENTIAL DEMOLITION PROJECT
218 3rd AVE NW
2022**

OELWEIN IOWA



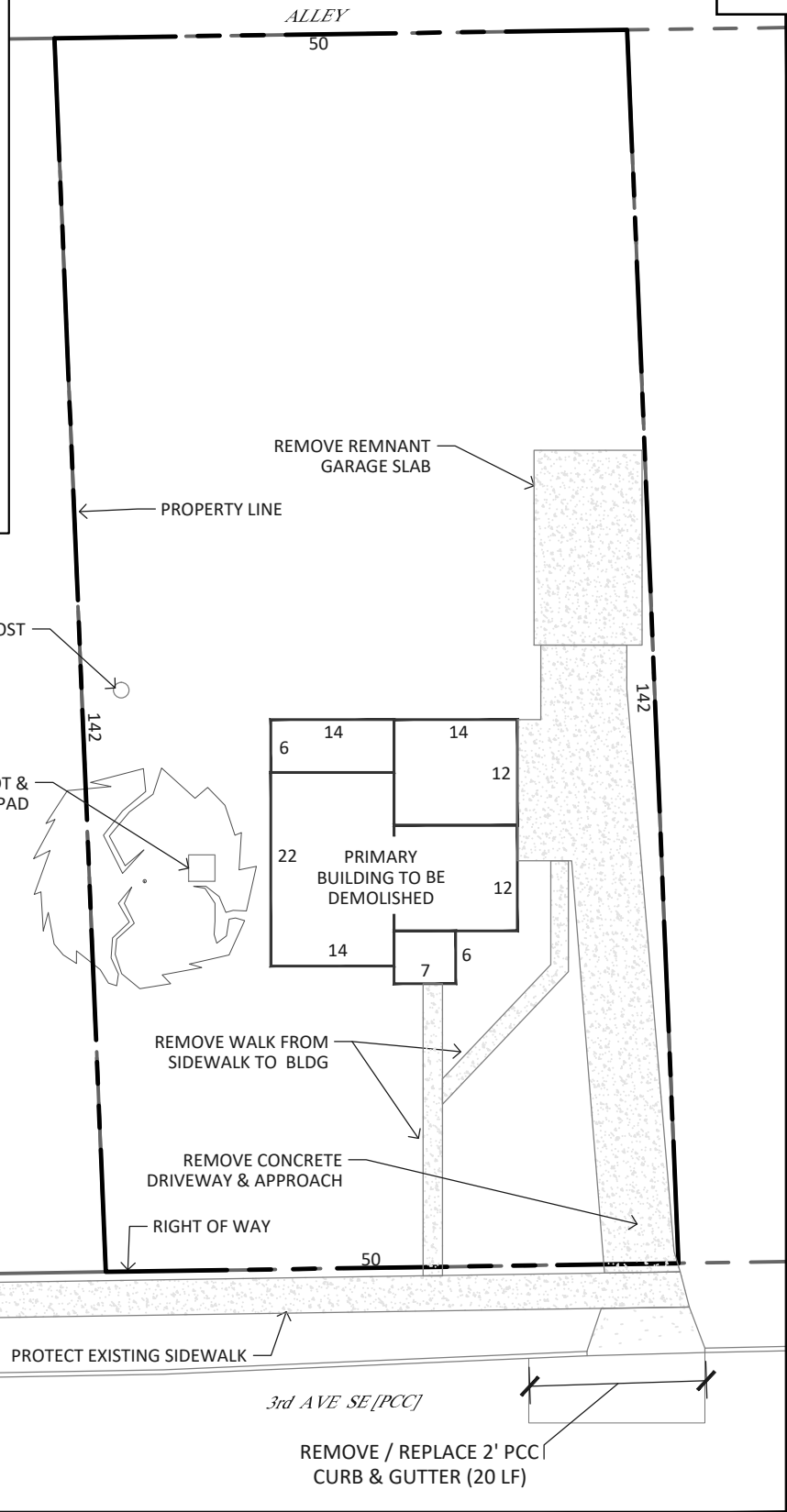
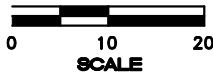
B.2

7038.019

TOTAL SITE AREA ≈0.16 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	1912
ROOF	ASPH/ GABLE
FOUNDATION	STN
EXTERIOR MATERIAL	ALUM
TOTAL GROSS LIVING AREA	860 S.F.
BASEMENT AREA	0 S.F.



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\531_3rd_Ave_SE.dwg Time: Aug 04, 2022 -- 1:08pm



OELWEIN DEMOLITION PROJECT
531 3rd AVE SE
OELWEIN, IOWA



ATTACHMENT A

C.1

7038.019



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\531_3rd_Ave_SE.dwg Time: Aug 04, 2022 -- 1:08pm

OELWEIN DEMOLITION PROJECT
531 3RD AVE SE
OELWEIN, IOWA

ATTACHMENT A



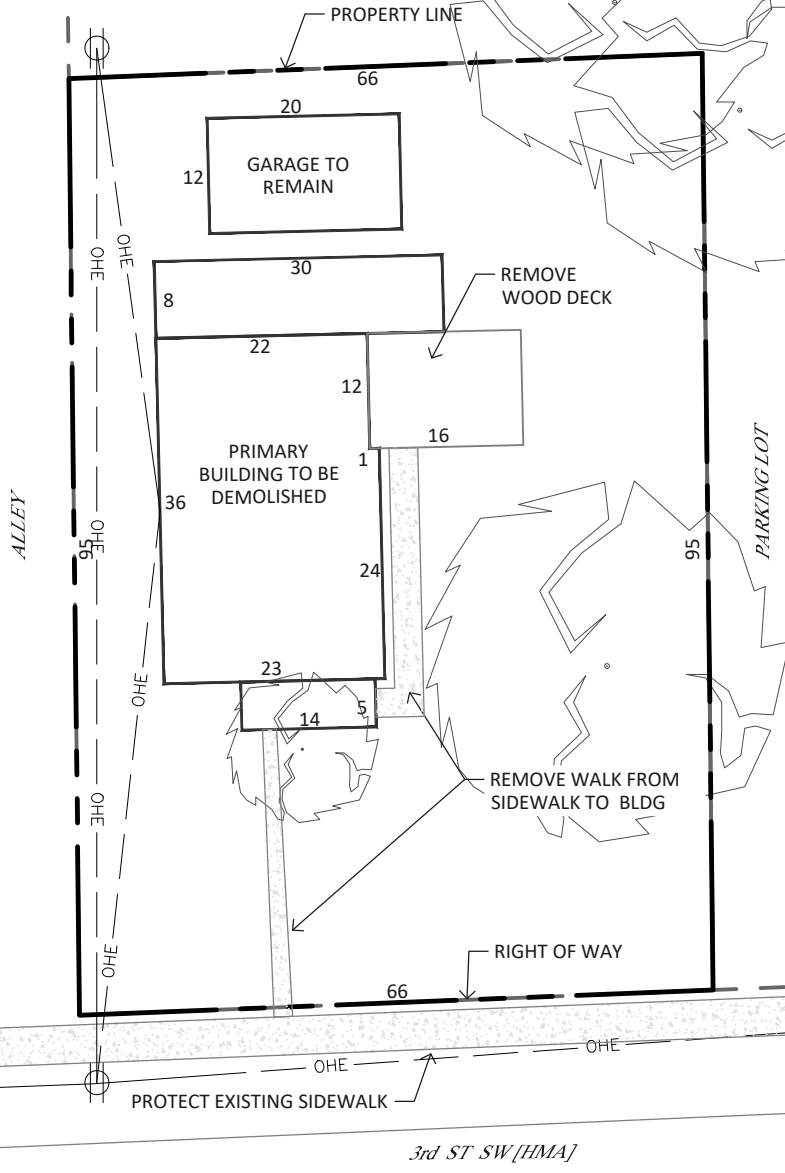
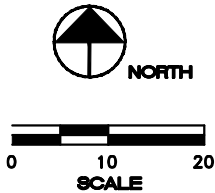
C.2

7038.019

TOTAL SITE AREA ≈0.16 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	1924
ROOF	ASPH/ HIP
FOUNDATION	STN
EXTERIOR MATERIAL	VINYL
TOTAL GROSS LIVING AREA	1056 S.F.
BASEMENT AREA	408 S.F.



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\407 3rd St SW.dwg Time: Aug 04, 2022 -- 1:05pm



OELWEIN DEMOLITION PROJECT
407 3rd ST SW
OELWEIN, IOWA



ATTACHMENT A

D.1

7038.019



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\407 3rd St SW.dwg Time: Jun 21, 2022 8:56am

RESIDENTIAL DEMOLITION PROJECT
407 3rd ST SW
2022

OELWEIN IOWA



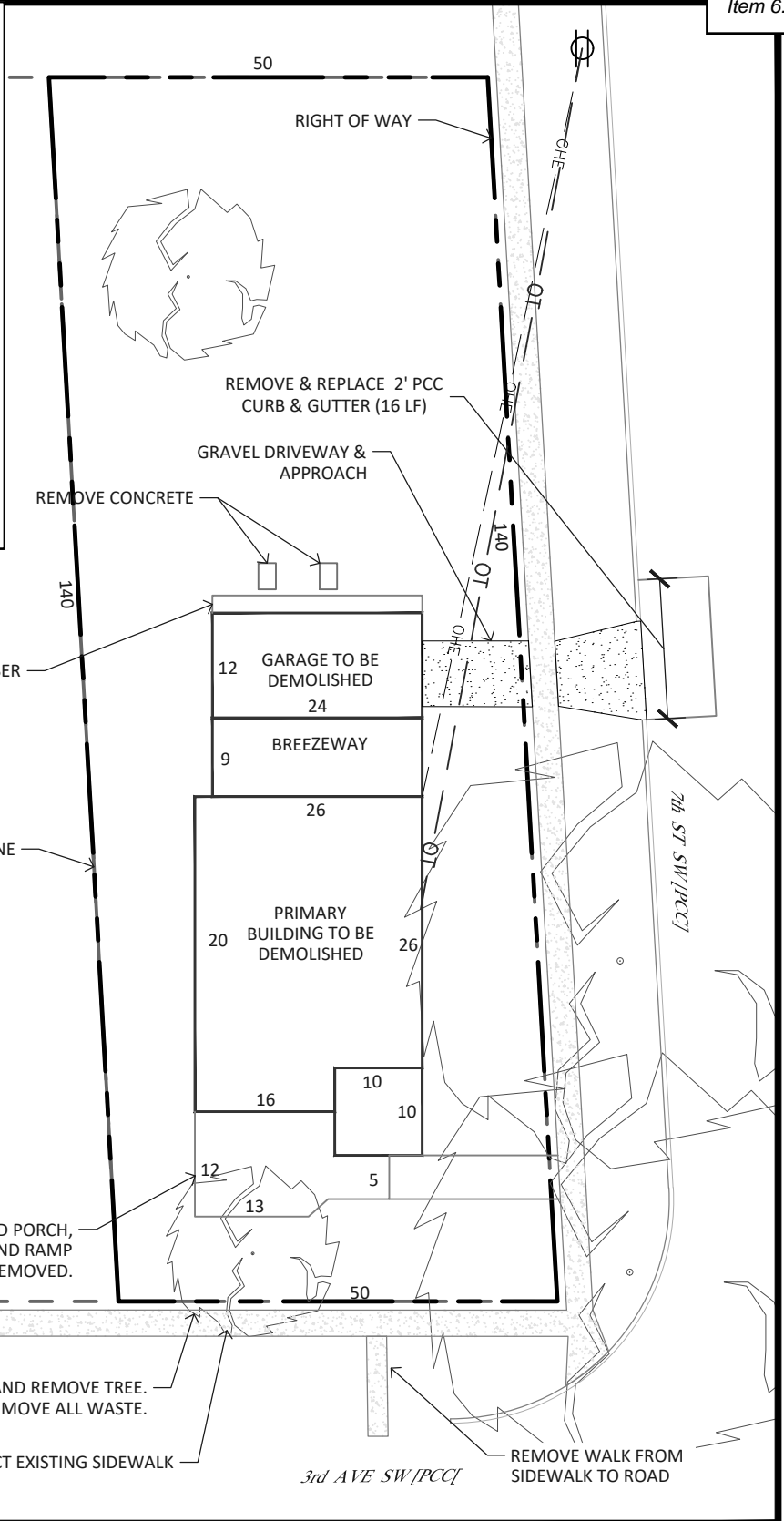
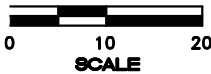
D.2

7038.019

TOTAL SITE AREA ≈0.16 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	1920
ROOF	ASPH/ GABE
FOUNDATION	C BLK
EXTERIOR MATERIAL	WD LAP
TOTAL GROSS LIVING AREA	886 S.F
BASEMENT AREA	665 S.F.



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\702 3rd Ave SW.dwg Time: Aug 04, 2022 -- 1:10pm



OELWEIN DEMOLITION PROJECT
702 3rd AVE SW
OELWEIN, IOWA



ATTACHMENT A

E.1

7038.019



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\702 3rd Ave SW.dwg Time: Aug 04, 2022 -- 1:10pm

OELWEIN DEMOLITION PROJECT
702 3rd AVE SW
OELWEIN, IOWA



E.2

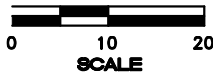
7038.019

ATTACHMENT A

TOTAL SITE AREA ≈0.16 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	1904
ROOF	ASPH/ GABLE
FOUNDATION	STN
EXTERIOR MATERIAL	ASB
TOTAL GROSS LIVING AREA	1532 S.F.
BASEMENT AREA	856 S.F.



NOTE:
ALL DEMOLITION WORK ON THIS PROPERTY MUST TAKE PLACE AFTER THE PRESCRIBED BURNING OF ALL BUILDINGS BY THE OELWEIN FIRE DEPARTMENT (SCHEDULED TO BE COMPLETED BY OCTOBER 1, 2022).

EX. CULVERT INLET

REMOVE CLOTHESLINE T-POST

MAINTAIN EXISTING DRAINAGE SWALE

REMOVE REMNANTS OF CONCRETE DRIVEWAY

REMOVE / REPLACE 2' PCC CURB & GUTTER (21 LF)

GARAGE FOUNDATION TO BE DEMOLISHED

PRIMARY BUILDING FOUNDATION TO BE DEMOLISHED

PROPERTY LINE

STUMP AND REMOVE ALL TREES IN FRONT OF PRIMARY BUILDING. REMOVE ALL WASTE.

REMOVE GRAVEL DRIVEWAY & APPROACH

RIGHT OF WAY

PROTECT EXISTING SIDEWALK

4th AVE NW [HMA]

File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\202 4th Ave NW.dwg Time: Aug 04, 2022 1:03pm



OELWEIN DEMOLITION PROJECT
202 4th AVE NW
OELWEIN, IOWA



F.1

7038.019

ATTACHMENT A



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\202 4th Ave NW.dwg Time: Jun 21, 2022 -- 11:05am

**RESIDENTIAL DEMOLITION PROJECT
202 4th AVE NW
2022**

OELWEIN IOWA



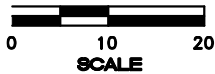
F.2

7038.019

TOTAL SITE AREA ≈0.17 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	1912
ROOF	ASPH/ HIP
FOUNDATION	C BLK
EXTERIOR MATERIAL	ASB
TOTAL GROSS LIVING AREA	868 S.F.
BASEMENT AREA	624 S.F.



ALLEY

50

OHE

OHE

OHE

CONCRETE SLAB TO BE REMOVED

PROTECT NEIGHBOR'S WOOD FENCE

PROPERTY LINE

150

REMOVE SIDEWALK

150

PROTECT NEIGHBOR'S CHAIN LINK FENCE

PRIMARY BUILDING TO BE REMOVED

24

REMOVE GRAVEL DRIVEWAY & APPROACH

REMOVE WOOD PORCH/ STAIRS

RIGHT OF WAY

REMOVE WALK FROM SIDEWALK TO PORCH

PROTECT EXISTING SIDEWALK

50

REMOVE / REPLACE 2' PCC CURB & GUTTER (18 LF)

REMOVE WALL/ STEPS FROM SIDEWALK TO CURB

4th AVE NW

File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\217 4th Ave NW.dwg Time: Aug 04, 2022 -- 1:04pm



OELWEIN DEMOLITION PROJECT
217 4th AVE NW
OELWEIN, IOWA



G.1

7038.019

ATTACHMENT A



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\217 4th Ave NW.dwg Time: Jun 21, 2022 -- 1:09pm

RESIDENTIAL DEMOLITION PROJECT
217 4th AVE NW
2022

OELWEIN IOWA



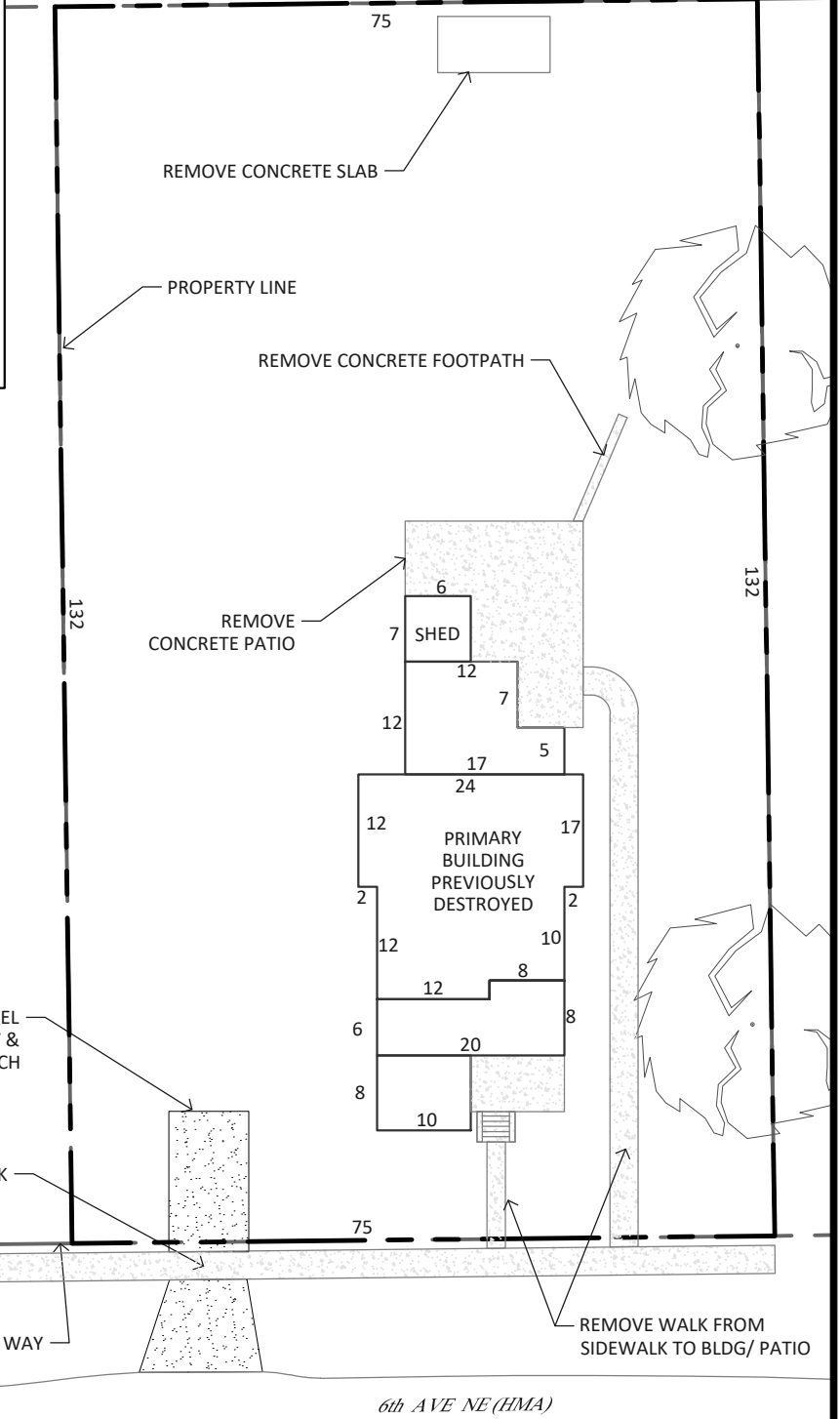
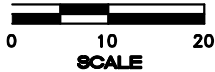
G.2

7038.019

TOTAL SITE AREA ≈ 0.23 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	NA
ROOF	NA
FOUNDATION	NA
EXTERIOR MATERIAL	NA
TOTAL GROSS LIVING AREA	NA
BASEMENT AREA	NA



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\123 6th Ave NE.dwg Time: Aug 04, 2022 -- 1:01pm



OELWEIN DEMOLITION PROJECT
123 6th AVE NE
OELWEIN, IOWA



ATTACHMENT A

H.1

7038.019



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\123 6th Ave NE.dwg Time: Jun 21, 2022 -- 1:37pm

RESIDENTIAL DEMOLITION PROJECT
123 6th AVE NE
2022

OELWEIN IOWA



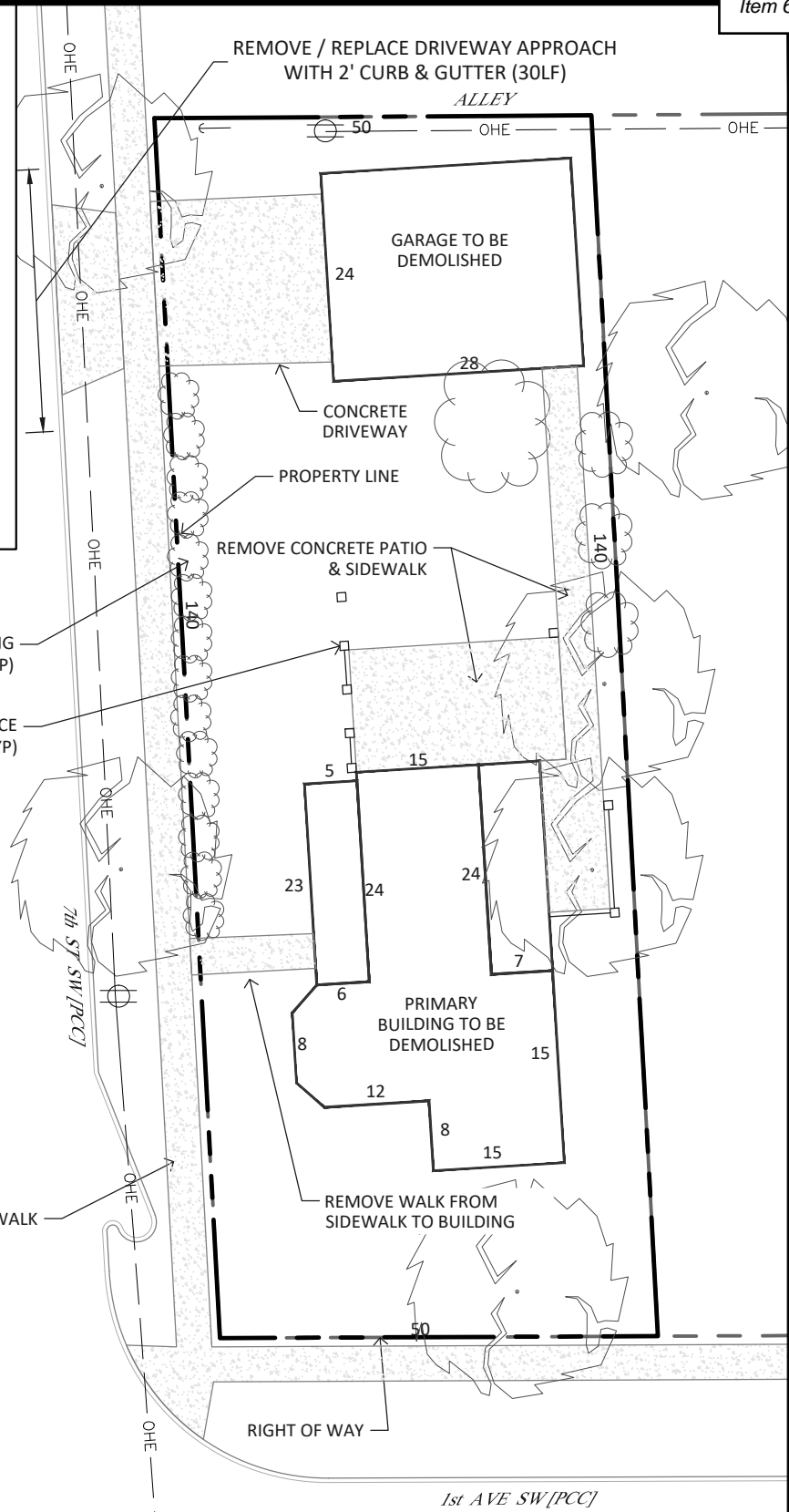
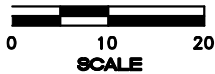
H.2

7038.019

TOTAL SITE AREA ≈0.16 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	1910
ROOF	ASPH/ GABE
FOUNDATION	C BLK/ STN
EXTERIOR MATERIAL	ALUM
TOTAL GROSS LIVING AREA	1035 S.F.
BASEMENT AREA	434 S.F.



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\22_7th St SW.dwg Time: Jun 27, 2022 - 2:20pm



RESIDENTIAL DEMOLITION PROJECT
22 7th ST SW
2022



OELWEIN IOWA

I.1

7038.019



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\22 7th St SW.dwg Time: Aug 01, 2022 - 6:11 pm

OELWEIN DEMOLITION PROJECT
22 7th ST SW
OELWEIN, IOWA

ATTACHMENT A



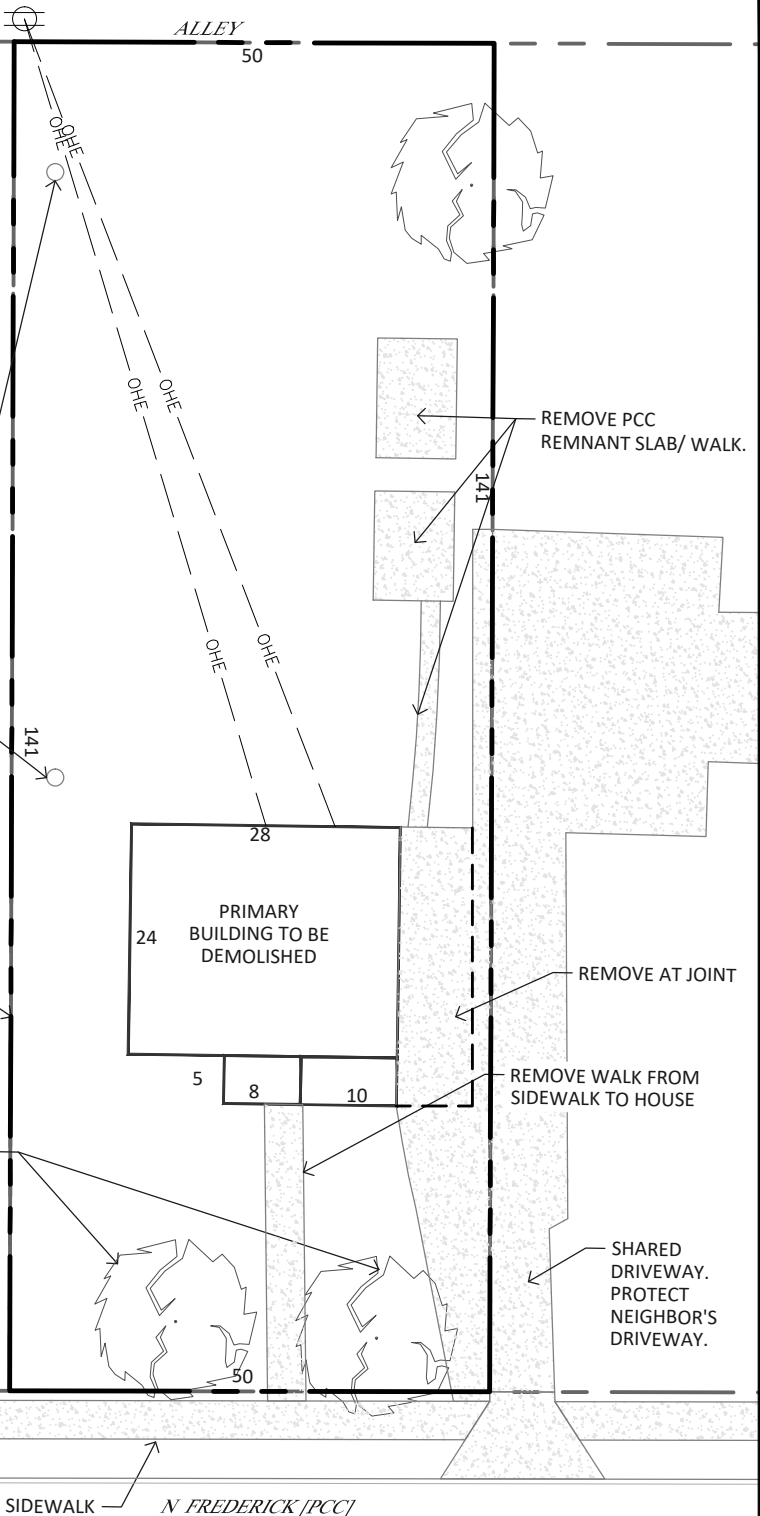
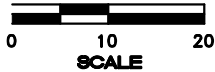
I.2

7038.019

TOTAL SITE AREA ≈0.16 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	1934
ROOF	ASPH/ GABE
FOUNDATION	STN
EXTERIOR MATERIAL	ALUM
TOTAL GROSS LIVING AREA	712 S.F
BASEMENT AREA	CELLAR (NC)



REMOVE CLOTHESLINE T-POST

REMOVE PCC
REMNANT SLAB/ WALK.

28
24
PRIMARY
BUILDING TO BE
DEMOLISHED

REMOVE AT JOINT

REMOVE WALK FROM
SIDEWALK TO HOUSE

PROPERTY LINE

STUMP AND REMOVE TREE.
REMOVE ALL WASTE.

SHARED
DRIVEWAY.
PROTECT
NEIGHBOR'S
DRIVEWAY.

RIGHT OF WAY

PROTECT EXISTING SIDEWALK — N FREDERICK [PCC]

File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\517 N Frederick.dwg Time: Aug 04, 2022 -- 1:06pm



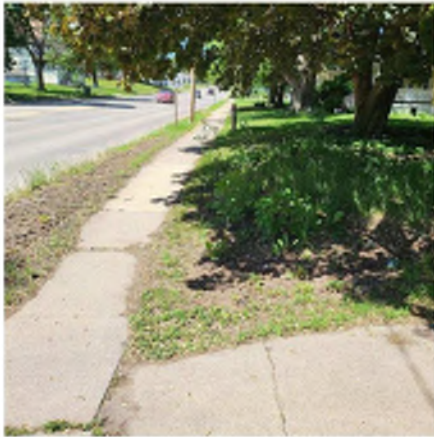
OELWEIN DEMOLITION PROJECT
517 N FREDERICK AVE
OELWEIN, IOWA



ATTACHMENT A

J.1

7038.019



**RESIDENTIAL DEMOLITION PROJECT
517 N FREDERICK AVE
2022**

OELWEIN IOWA



J.2

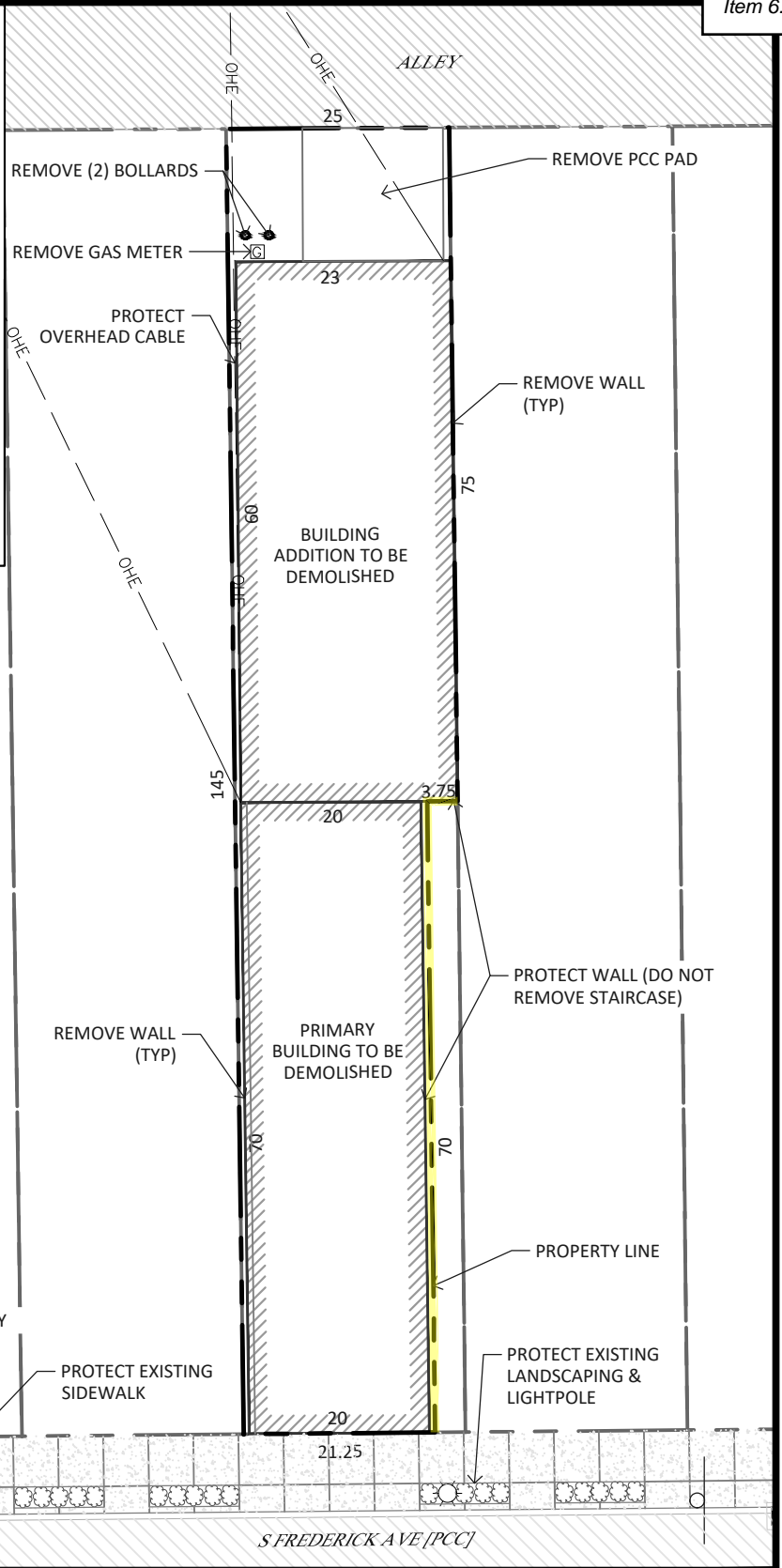
7038.019

TOTAL SITE AREA ≈ 0.07 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT
ROOF
EXTERIOR MATERIAL
COMMERCIAL FLOOR AREA
BASEMENT AREA

1922
RUBBER/WOOD
BRICK ON BLOCK
1400 S.F.
1400 S.F.



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\27 S Frederick.dwg Time: Aug 04, 2022 -- 12:52pm



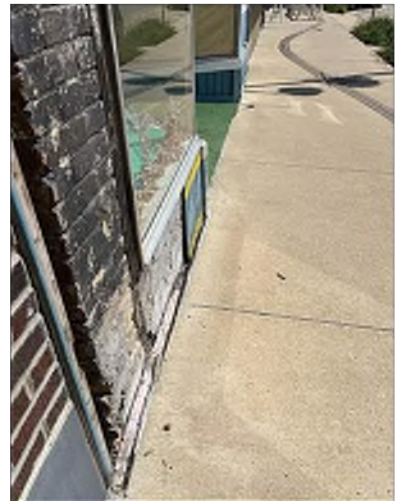
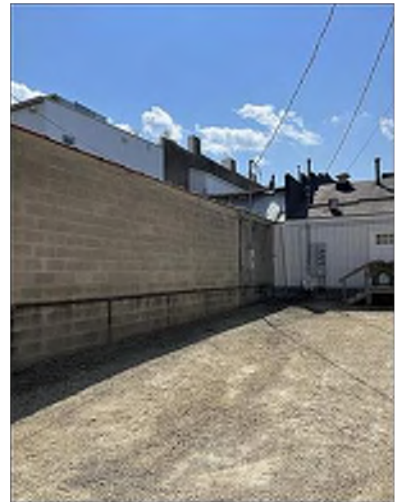
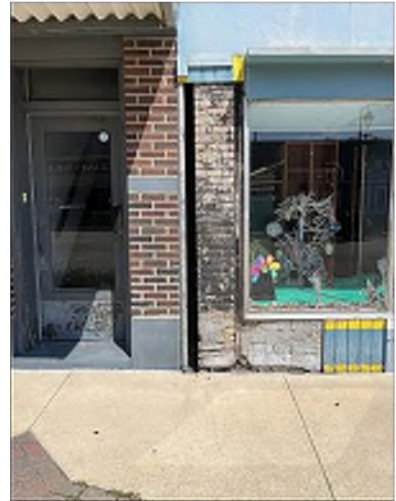
OELWEIN DEMOLITION PROJECT
27 S FREDERICK AVE
OELWEIN, IOWA

ATTACHMENT A



K.1

7038.019



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\27 S Frederick.dwg Time: Aug 01, 2022 -- 6:02pm

**OELWEIN DEMOLITION PROJECT
22 7th ST SW
OELWEIN, IOWA**

ATTACHMENT A



K.2

7038.019

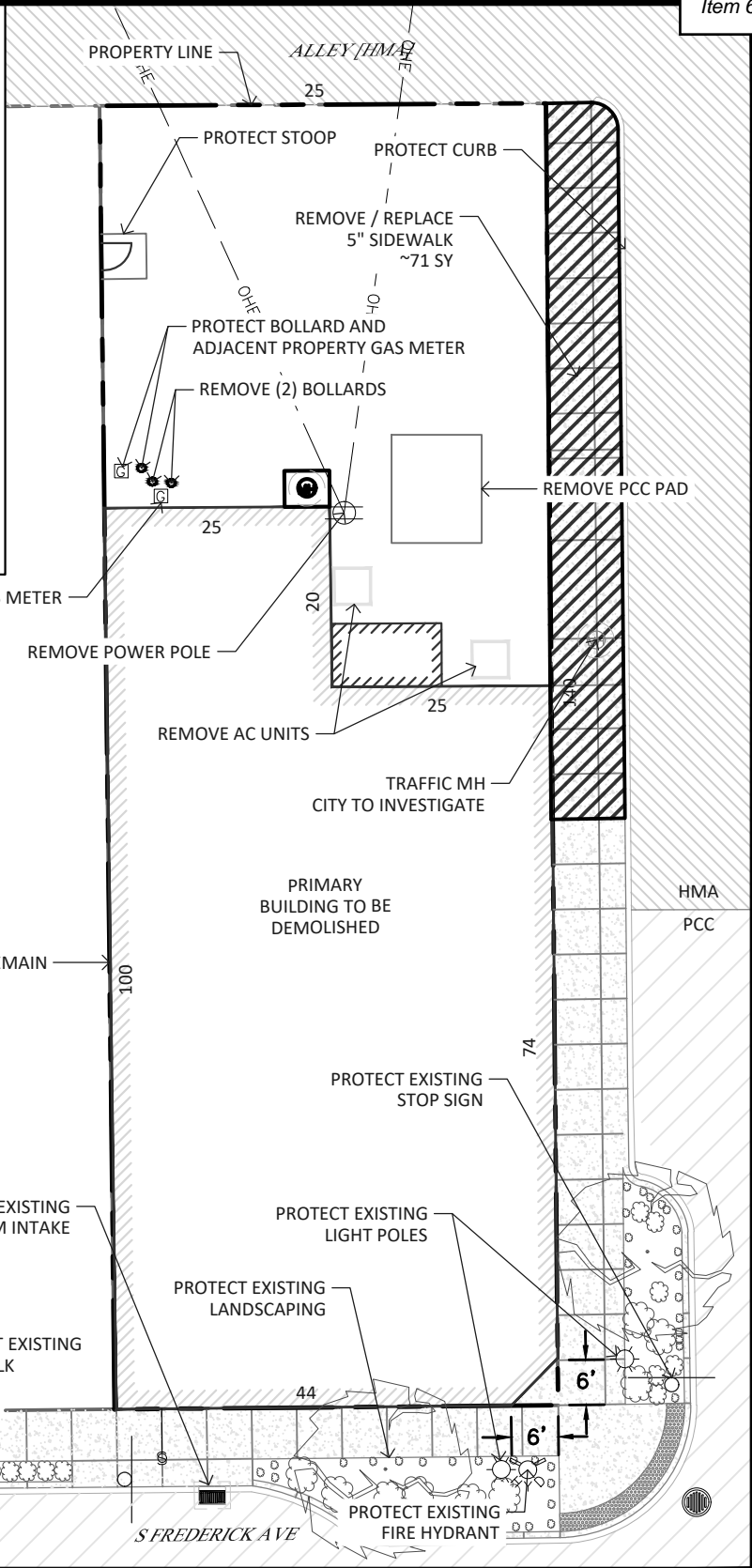
TOTAL SITE AREA ≈ 0.16 ACRES

ASSESSOR'S INFORMATION

YEAR BUILT	1914
ROOF	PLY COMP/WOOD
EXTERIOR MATERIAL	BRICK ON BLOCK
COMMERCIAL FLOOR AREA	4482 S.F.
BASEMENT AREA	4000 S.F.



NOTE:
EXISTING DUMPSTER TO BE REMOVED BY OTHERS.



File: S:\AME\7000--7099\Drawings\CAD\Civil\33 S.Frederick.dwg Time: Aug 04, 2022 - 12:53pm



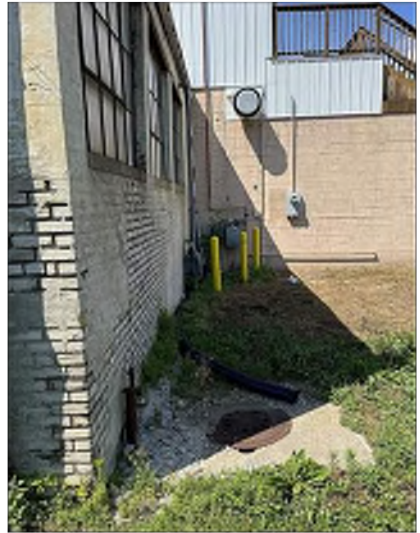
OELWEIN DEMOLITION PROJECT
33 S FREDERICK AVE
OELWEIN, IOWA



ATTACHMENT A

L.1

7038.019



File: S:\AME\7000--7099\7038\019\Drawings\CAD\Civil\33 S.Frederick.dwg Time: Aug 01, 2022 - 5:37pm

**OELWEIN DEMOLITION PROJECT
33 S FREDERICK AVE
OELWEIN, IOWA**

ATTACHMENT A



L.2

7038.019



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

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

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

Organization Name: o town mania

Contact Name: Shawn Bentley

Mailing Address: 330 s fredrick ave

City, State, Zip: oelwein, ia 50662

Phone: 3192383598 **Fax:** _____ **Email Address:** edmonds311@gmail.com

Total Project Cost: 2500.00

Total Requested from Hotel/Motel Tax Funds: \$ 2500.00

Please indicate which category you are applying for funds:

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

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

Applicant:

by: _____ Date 8/4/22

shawn bentley
(printed name)



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

Project Identification

I. What is the title of your project?

O Town Mania

Provide a brief description of your project. Attach additional pages, if needed.
free event for family and friends of our community. free balloon man, bounce houses, train
rides, wrestling event. free food. end of summer fun event for all ages.
all proceeds go to oelwein city park and rec.

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

tyson bbq team is sponsoring free food. the werstling event will
bring people from all over iowa to come see the show.

3. Project Evaluation:

A. Targeted Population
oelwein and surrounding communities

I) Hotel/Motel guests generated by project
the wrestlers and all thier families.family and friends from out of town coming to the event

a. Number of projected hotel/motel guests.
20 to 50

b. How will hotel/motel guests be tracked.
n/a

2) Number of adults the project will reach

300

3) Number of youth the project will reach

250+

B. Geographic area of draw

eastern iowa our surrounding communities

C. Volunteers

1) Number of volunteers

10-25

2) Number of volunteer hours

8 - 12 hours each person

D. Attendance of event previous year(s)

350+ through the entire day

E. Day open to public or performance(s)

open to public all day. no charge



4. Project Budget

A. Please provide a project budget and schedule of completion including all expenses. If desired, the project budget may be attached to the application. If exact costs are not known please attach estimates to the application, which should be identified as such. 2500.00 for Oct. 1st 2022

o town mania for fireworks

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

100% of the event is sponsored by o town discounts/ o town cans & many other businesses in oelwein

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

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

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

Yes: No: (check one)

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

Amount of Funding: \$ 2500.00

Date of Funding: sept. 1,2022



Assurances

Applicants hereby agree and acknowledge that:

If they are awarded funds, they will conduct their operations in accordance with Title VI and the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, which prohibits discrimination against any employee, applicant for employment, or any person participating in a sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;

They will comply with the Americans with Disabilities Act;

They will comply with all other applicable State and federal laws, rules, ordinances, regulations, and orders;

They will expend funds, received as a result of this application, solely on the described project and programs included within the grant application documents within the fiscal year from which the grant is disbursed;

If they are awarded funds, applicants will include in all appropriate promotions, publicity, advertising, and in printed material the following credit line as applicable:

This project was partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

Our operations are partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

Our operations are and this project was partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

The filing of this application has been approved by the legally authorizing body of the applicant, if applicable;

The facts, figures and information contained in this application including all attachments, are true and correct;

Failure to comply with the administrative rules for this program will result in the forfeiture of funds allocated based upon this application grant;

All records of the grantee relating to this grant application are available during reasonable business hours to the City or their authorized representative upon request;

All records of the grantee related to this grant will be maintained for a period of three years following the date the final grant payment is made;



Assurances Continued

All grantees acknowledge that the source of the grant it is requesting from the City comes from the hotel and motel tax applicable in the City of Oelwein as contemplated by Iowa Code Chapter 422A (2007). The grantee specifically acknowledges the limited use that can be made of hotel and motel tax revenues and assures the City of Oelwein that the grant will be used only for allowable purposes as specifically set forth in Iowa Code Chapter 422A (2) (4) (2007). The grantee additionally and specifically acknowledges and assures the City of Oelwein that it will not use the grant for any purpose, which would be improper pursuant to this law. Furthermore, the grantee warrants that should it use the grant for any purpose not allowed by Iowa Code Section 422A (2)(4)(2007) that it will reimburse, in full, the City of Oelwein the entire amount of the grant;

All grantees acknowledge and assure the City of Oelwein that all grant funds received shall be segregated from other funds maintained by the grantee, until used for the proper purposes as described herein. The sums will be deposited into a segregated, identifiable checking account;

All grantees expressly acknowledge and assure the City of Oelwein that none of the sums received hereunder shall be used for “political purposes” as contemplated by Chapter 56 of the Code of Iowa (2007).

Cost Reimbursement

- A complete project budget and schedule of completion must be included with the application.
- Applicants must have accurate estimates included with the project budget.
- Applicants are eligible for up to 100% funding and funds will be distributed upon approval of the City of Oelwein City Council.
- Funds will be paid only to the applicant, not to contractors or vendors.
- Upon completion of the project, the applicant must submit documentation of expenses and a project recap **within 60 days to City Hall.**
- Any funds that are not expended or are found to be outside the scope of the grant made by the Funding Advisory Board must be reimbursed/returned, by the applicant, to the City of Oelwein **within 60 days.**
- **Failure to comply with the aforementioned rules will prohibit the applicant from applying for funds for one year.**

Recipient

Date

Recipient

Date

Hotel Motel FY2019

Fund 122

Remaining from previous FY 2018	14,834.85		
Balance on T Report June 30, 2018	25,602.62	Bal on T Report Jan. 31, 2019	57,951.82
		Bal on T Report Feb 28, 2019	51,506.36
Projected Rev 2019	54,000.00	Bal on T Report March 31, 2019	67,096.92
		Bal on T Report April 30, 2019	67,166.99
Revenue to General Fund	26,460.00	Bal on T Report May 31, 2019	56,834.18
Revenue to Tourism	17,540.00	Bal on T Report June 30, 2019	34,478.34
Revenue to Trails	10,000.00		

Project	Date Requested	Amount Requested	Date Council Awarded	Amount Awarded	Sent Ck Paid	Date Paid	Remaining Balance
Fair	8/28/2018	1000		1000	YES	9/25/2018	
Italian Days	6/24/2018	1200		1200	yes	7/9/2018	
Soccer Club	6/24/2018	2000		2000	yes	7/9/2018	
Williams Center	Jul-Sept 2018	1000	9/24/2018	1000	yes	10/9/2018	
United Way	6/27/2018	1060	9/24/2018	1040	yes	11/15/2018	
Pawsitively Oelwein Inc	9/25/2018	4045.49	9/24/2018	3900	YES	5/29/2019	
Williams Center	Oct-Dec 2018	2000	2/11/2019	1500	YES	2/12/2019	
OELWEIN CELEBRATIONS INC	2/1/2019	5000	2/11/2019	5000	yes	2/25/2019	
Williams Center	Jan-Mar 2019	1500	3/25/2019	1500	yes	5/7/2019	
Fayette Co Ag Society	2/28/2019	5000	3/25/2019	5000	YES	5/17/2019	
Williams Center	6/1/2019	1500	6/10/2019	1500			
Oelwein Soccer Club	5/16/2019	5200	6/10/2019	2200	yes	6/13/2019	holding check waiting on 501C3
			Total Awarded	26840			

32,978.34 remaining balance T Report minus unpaid

Hotel Motel FY 2020

Past Fiscal Year

Balance on T Report June 30, 2019	34,478.34
less trails 2018-19 (to trans 6-2020)	(10,000.00)
less Williams Center 6-1-request	<u>(1,500.00)</u>
Unused carry over balance	22,978.34
*not included in remaining balance in chart	

Current Fiscal Year

Estimated Revenue 2020	60,000.00
less Revenue to General Fund 50%	(30,000.00)
less Revenue to Trails (to trans 6-2020)	(10,000.00)
FY 2019-20 available for tourism awards	<u>20,000.00</u>

Treasurer's Report Fund 122

Month End Balance History

July	32,320.23
August	49,770.62
September	47,294.15
October	44,706.64
November	44,554.22
December	61,761.90
January	61,820.40
February	73,099.63
March	73,167.16
April	73,204.88
May	73,242.61
June	50,877.90

Revenue Rec'd Tracking (s/b \$60,000)

August '19	18,096.68
December '19	17,155.88
February '20	15,829.45
June '20	<u>5,162.85</u>
	56,244.86

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center (prior year award)	6/1/2019	1500	6/10/2019	1500	9/18/2019	1500.00	\$20,000.00	
Oelwein Community Plaza Board	7/1/2019?	7800	7/22/2019	3900	8/21/2019	685.63	\$16,100.00	50% HM / 50% ED
"	"				9/10/2019	833.75		50% HM / 50% ED
"	"				9/23/2019	201.25		50% HM / 50% ED
"	"				10/11/2019	445.62		50% HM / 50% ED
"	"				10/21/2019	696.25		50% HM / 50% ED
"	"				11/7/2019	209.38		50% HM / 50% ED
Williams Center Q1	10/1/2019	1,500	10/14/2019	1,500	10/18/2019	1500.00	\$14,600.00	
Junior Husky Basketball Club	10/1/2019	3,105	10/14/2019	3,105	2/12/2020	3105.00	\$11,495.00	
Williams Center Q2	12/1/2019	1,500	2/24/2020	1,500	2/25/2020	1500.00	\$9,995.00	
Williams Center Q3	3/1/2020	1,500	2/24/2020	1,500				
Fayette Co Ag Society	3/1/2020	6,000	3/9/2020	6,000	7/20/2020	6000.00		
Oelwein Celebrations	3/1/2020	5,000	3/9/2020	5,000				
Rotary Club		2,000		2,000	7/29/2020	6/22/1905		
Grand Theatre - new seating		10,000	6/23/2020	10,000				
Current FY Total Awarded				\$	34,505.00			
Amt Remaining to be awarded				\$	<u>(14,505.00)</u>			

Hotel Motel FY 2021

Past Fiscal Year

Balance on T Report June 30, 2019	34,478.34
less trails 2018-19 (to trans 6-2020)	(10,000.00)
less Williams Center 6-1-request	<u>(1,500.00)</u>
Unused carry over balance	<u>22,978.34</u>

*not included in remaining balance in chart

Current Fiscal Year

Estimated Revenue 2021

less Revenue to General Fund 50%	65,000.00
less Revenue to Trails (to trans 6-2021)	(30,000.00)
less Revenue to Trails (to trans 6-2021)	(10,000.00)
FY 2020-21 available for tourism awards	<u>25,000.00</u>

Treasurer's Report Fund 122

Month End Balance History

July	50,899.54
August	56,132.24
September	56,150.82
October	51,736.11
November	71,465.17
December	69,983.19
January	69,999.51
February	70,015.12
March	78,148.28
April	78,165.84
May	81,999.06
June	45,342.41

Revenue Rec'd Tracking (s/b \$60,000)

August '20	13,215.93
December '20	19,715.85
February '21	9,615.41
June '21	<u>8,819.86</u>
	<u>51,367.05</u>

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Oelwein Community Plaza Board	7/1/2019?	7800	7/22/2019	3071.88	8/21/2019	685.63		50% HM / 50% ED
"	"				9/10/2019	833.75		50% HM / 50% ED
"	"				9/23/2019	201.25		50% HM / 50% ED
"	"				10/11/2019	445.62		50% HM / 50% ED
"	"				10/21/2019	696.25		50% HM / 50% ED
"	"				11/7/2019	<u>209.38</u>		50% HM / 50% ED
						3071.88		
Williams Center Q3	3/1/2020	1,500	2/24/2020	-		\$1500 WITHDRAWN		
Fayette Co Ag Society	3/1/2020	6,000	3/9/2020	6,000	7/20/2020	6000.00		
Oelwein Celebrations	3/1/2020	5,000	3/9/2020	-		\$5,000 WITHDRAWN		
Rotary Club		2,000		2,000	7/29/2020	2000.00		
Grand Theatre - new seating		10,000	6/23/2020	-		\$10,000 WITHDRAWN		
Oelwein Soccer Club	8/27/2020	4,430	9/18/2020	4,430	10/29/2020	4430.00		
Williams Center	12/1/2020	1,500	12/10/2020	1,500	12/23/2020	1500.00		
Williams Center	3/1/2021	1,500	3/8/2021	1,500	3/24/2021	1500.00		
Oelwein Celebrations	4/14/2021	12,000	4/12/2021	5,000	5/26/2021	5000.00		
Williams Center	6/1/2021	1,500	6/14/2021	1,500	6/15/2021	1500.00		
Fayette Co Ag Society	6/2/2021	7,000	6/28/2021	6,000	7/15/2021	6000.00		

Hotel Motel FY 2022

Past Fiscal Year

Fund 122 balance 6/30/2021 45,342.41

45,342.41

Current Fiscal Year

Estimated Revenue 2022 65,000.00

less Revenue to General Fund 50% (32,500.00)

less Revenue to Trails (to trans 6-2021) (10,000.00)

FY 2021-22 available for tourism awards 22,500.00

Treasurer's Report Fund 122

Month End Balance History

July 39,351.49
 August 55,236.52
 September 55,247.53
 October 53,758.24
 November 53,768.35
 December 78,741.94
 January 78,756.07
 February 78,768.82
 March 73,420.04
 April 60,434.08
 May 67,643.97
 June

Revenue Rec'd Tracking (s/b \$65,000)

August '21 15,877.61
 December '21 24,963.75
 February '22 14,637.03
 June '22 55,478.39

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center	9/1/2021	1,500	9/13/2021	1,500	10/28/2021	1,500		
Grande Theatre of Oelwein	10/1/2021	10,000	10/11/2021	20,000	3/4/2022	20,000		
Williams Center	12/1/2021	1,500.00	12/22/2021	1,500	4/6/2022	1,500		
Williams Center	2/1/2022	1,500	2/14/2022	1,500	4/21/2022	1,500		
Junior Husky Basketball Club	2/1/2022	4,000	2/28/2022	4,000	5/25/2022	4,000		
Oelwein Celebrations	3/1/2022	15,000	3/28/2022	10,000	4/6/2022	10,000		
Williams Center	5/1/2022	1,500	5/9/2022	1,500				

Hotel Motel FY 2023

Past Fiscal Year

Fund 122 balance 6/30/2022 24,970.38

24,970.38

Current Fiscal Year

Estimated Revenue 2023

65,000.00

less Revenue to General Fund 50% (32,500.00)

less Revenue to Trails (to trans 6-2021) (10,000.00)

FY 2022-23 available for tourism awards 22,500.00

Treasurer's Report Fund 122

Month End Balance History

July 24,989.08

August

September

October

November

December

January

February

March

April

May

June

Revenue Rec'd Tracking (s/b \$65,000)

August '22

December '22

February '23

June '23

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center	5/1/2022	1,500	5/9/2022	1,500				
Fayette County Agricultural Society	7/1/2022	7000	7/12/2022	6000				



Dillon Law PC

209 E 1st Street
Sumner, Iowa 50674

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

CityOelwein

Oelwein City Attorney

INVOICE

Invoice # 11147
Date: 07/31/2022
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Expense	06/30/2022	Reimbursable expenses: Recording fee for Shannon contract	1.00	\$37.00	\$37.00
Service	07/06/2022	Michael Weiland tcw re Fines.	0.25	\$136.83	\$34.21
Expense	07/20/2022	Reimbursable expenses: Recording Resolution and Proof of Publication for 608 1st Ave SE, Oelwein	1.00	\$64.00	\$64.00
Service	07/25/2022	City of oelwein council meeting. and work session	0.75	\$136.83	\$102.62
Service	07/27/2022	Flat Rate: Drafting Quit Claim Deed to Cummings	1.00	\$125.00	\$125.00
Total					\$362.83

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
11147	07/31/2022	\$362.83	\$0.00	\$362.83
Outstanding Balance				\$362.83
Total Amount Outstanding				\$362.83

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



Dillon Law PC

209 E 1st Street
Sumner, Iowa 50674

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

INVOICE

Invoice # 11146
Date: 07/31/2022
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	06/30/2022	Atten to Gary Wright contempt action	1.00	\$139.16	\$139.16
Expense	07/01/2022	Reimbursable expenses: contempt for wright x2	2.00	\$60.00	\$120.00
Service	07/01/2022	file action for contempt, tcw Dylan re Status of 27 and 33	1.00	\$139.16	\$139.16
Service	07/01/2022	adjust exhibits, file application contempt for wright	0.70	\$61.90	\$43.33
Service	07/05/2022	on site review of 27 and 31 , meet with Sam, tcw Dylan re Status, conf with N. Lein, Review 2nd contempt of court action review.	1.00	\$139.16	\$139.16
Service	07/05/2022	update spreadsheet-distribute review email and report from DeJong, email to DeJong requesting signature, prep application contempt for wright2, review photos from Bruce, call from Bruce, prep and label photos fro filing	2.00	\$61.90	\$123.80
Service	07/05/2022	file return of service wright	0.20	\$61.90	\$12.38
Service	07/05/2022	reminder email for court	1.00	\$61.90	\$61.90
Service	07/06/2022	wright 2nd contempt, compile photos. data entry, file. email from DeJong,	1.00	\$61.90	\$61.90
Service	07/06/2022	email from Mike Leo's Attorney, Chip Baltiomre, respond.	0.25	\$139.16	\$34.79
Service	07/07/2022	email to ted for service, draft and file exhibit list and witness list, label and file exhibits, email to mikes attorney, email to other witnesses	1.50	\$61.90	\$92.85

Service	07/07/2022	call from mike, emails from pat, and sam re weiland judgements	0.30	\$61.90	\$18.57
Service	07/07/2022	draft 7 citations, beacon searches, iowa land record searches, sos searches, draft admissions for each citation, email to pat for approval	4.00	\$61.90	\$247.60
Service	07/07/2022	WRIGHT DRAFT APP TO DEMOLISH LABEL EXHIBIT FILE EXHIBIT, FILE APP WITH ATTACHMENT	1.00	\$61.90	\$61.90
Service	07/07/2022	attention to Weiland emails and response from same, attention to inspector report 2x, draft application to tear down building 27 , review city council application to tear down building 31, attention to Chet emails, attention to City Admin emails	2.50	\$139.16	\$347.90
Service	07/11/2022	email to chip re location, fraft return of service, email to bruce, file upon return	0.50	\$61.90	\$30.95
Service	07/11/2022	review filings calendar events	0.20	\$61.90	\$12.38
Service	07/12/2022	email re wright from Julie and Ted	0.20	\$61.90	\$12.38
Service	07/12/2022	em,ail to pat, review winter filings	0.30	\$61.90	\$18.57
Service	07/13/2022	amended witness list drafted and filed, email to pat, email to nathan, draft directions for service, subpoena, aos, email to VJ	0.80	\$61.90	\$49.52
Service	07/13/2022	case review, draft and file witness lists, email to bruce, call from bruce	1.50	\$61.90	\$92.85
Service	07/14/2022	review body cam footage	0.50	\$61.90	\$30.95
Service	07/14/2022	emailto pat, draft motion and order for witness to appear telephonically	0.50	\$61.90	\$30.95
Service	07/14/2022	attention to witness issues adn motions	0.50	\$139.16	\$69.58
Service	07/14/2022	file motion and application	0.10	\$61.90	\$6.19
Service	07/18/2022	review filings Palmer and wright	0.30	\$61.90	\$18.57
Service	07/18/2022	email case spreadsheet	0.20	\$61.90	\$12.38
Service	07/18/2022	email to VJ, email to nathan re telephonic testimony	0.30	\$61.90	\$18.57
Service	07/18/2022	conf with N Lien re proceeding with G. Wright, tcw D. Mulfinger re Wright and R. Winter cases.	0.40	\$139.16	\$55.66
Service	07/19/2022	review filings, update spreadsheet	0.30	\$61.90	\$18.57
Expense	07/20/2022	Reimbursable expenses: Service fee to Hennepin County Sheriff for Mod Guys	1.00	\$80.00	\$80.00
Service	07/20/2022	data entry, file citations x2, draft directions for service x4, draft admission, search for addresses of def	1.50	\$61.90	\$92.85

Service	07/20/2022	call from Bruce, email from Bruce, review filing	0.30	\$61.90	\$18.57
Service	07/20/2022	review campbell filing, email to pat, draft and file motion to dismiss	0.40	\$61.90	\$24.76
Service	07/21/2022	tcw bruce barker	0.25	\$139.16	\$34.79
Service	07/25/2022	tcw defense attorney for G. Wright, email to D Mulflinger and respond to D Attorney via email.	0.50	\$139.16	\$69.58
Service	07/25/2022	review various filings, forward to sam, update spreadsheet, calendar events	1.20	\$61.90	\$74.28
Service	07/25/2022	motion to continue x2	0.30	\$61.90	\$18.57
Service	07/25/2022	complete and prep mailings for service for mod guys citations (6)	1.00	\$61.90	\$61.90
Service	07/26/2022	question on weiland re judgment dismissals	0.25	\$139.16	\$34.79
Service	07/27/2022	email to Dylan./email from Dylan re wright	0.30	\$61.90	\$18.57
Service	07/27/2022	notify witnesses of wright contempt of continuance, email to mike leo	0.30	\$61.90	\$18.57
Service	07/27/2022	extending deadlines motions x3, call from bruce	0.50	\$61.90	\$30.95
Service	07/28/2022	email response to Sam on Wieland matter	0.20	\$61.90	\$12.38
Service	07/28/2022	call from sam re Wright	0.20	\$61.90	\$12.38
Service	07/28/2022	email to ted re wright service,	0.30	\$61.90	\$18.57
				Total	\$2,743.98

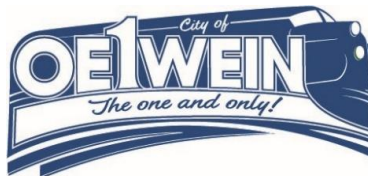
Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
11146	07/31/2022	\$2,743.98	\$0.00	\$2,743.98	
				Outstanding Balance	\$2,743.98
				Total Amount Outstanding	\$2,743.98

Please make all amounts payable to: Dillon Law PC

Payment is due upon receipt.



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 8/8/2022

Consent Agenda

1. Consideration of a motion to approve the July 25, 2022 minutes.

Ordinances

2. Consideration of an Ordinance amending Chapter 22 Vehicles and Traffic Article IV Stopping, Standing, And Parking Section 22-117 And 22-119 of the Code Of Ordinances of the City Of Oelwein, Iowa - Second Reading.
 1. Public Safety Committee directed staff make changes to parking in the north end of downtown. This change will ensure that access to Veterans Memorial Park is always open. The City Administrator recommends approving the second reading.

Resolutions

3. Consideration of a resolution requesting a street closure for the Oelwein Chamber and Area Development on September 24, 2022 from 3PM to 8PM.
 1. This event has no noted issues. The City Administrator recommends approving the resolution.

Motions

4. Consideration of a motion to approve Pay Request No. 8 to Summer Enterprise Inc. in the amount of \$56,862.70 for the 2021 Water Main Improvement Project.
 1. All the work on this pay request is complete and ready for payment. This is the last payment the city can make before the city will need to hold back for liquidated damages. The city will soon enter discussion about liquidated damages. The City Administrator recommends approving the pay request.
5. Consideration of a motion to accept bids for Oelwein 2022 Residential and Commercial Building Demolition Project and set the bid deadline for September 1, 2022 at 1:00 PM Oelwein City Hall.
 1. This demolition project will cover many areas for the city. One home was given to the city because of hardship, several from tax sale, and two buildings from code enforcement. One home is still occupied, and one home will be burned by the fire department. 33 South Frederick will be torn down once the asbestos is remediated. 27 South Frederick still requires a court order. The City has \$255,000 this year for demolition as they received \$40,000 in grant dollars from the Northeast Iowa Housing Trust Fund, \$60,000 in local option sales tax junk house removal, and \$150,000 in general obligation bonds. This project should fall well within the funding available. The City Administrator recommends approving the bid packet and the bid deadline.
6. Consideration of a motion on the Planning, Finance, Enterprise, and Economic Development's recommendation for the O-Town Mania's Hotel/Motel funding request.



The Library Noise Item ii.

August Calendar

Oelwein Public Library
Volume 13
Issue 8
August 2022

8/8 Friends Meeting	1:30
8/9 Board Meeting	5:00
8/30 Book Club	2:00



Library Hours:

Monday-Thursday:
9:30 am-8:00 pm
Friday:
9:30 am-5:30 pm
Saturday:
9:30 am-4:00 pm

Contact Us:

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

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

Like us on Facebook



**Oelwein Public Library
Cookbook Book Club
September 12, 2022 at 5:30 p.m.
Pot Luck Favorites**

1. Select a cookbook from the circulation display.
2. Spend some time perusing the cookbook and sample a few recipes.
3. Make a recipe from the cookbook and bring samples to the meeting.
4. Join us for a lively discussion of the cookbooks and some delicious taste tests.

Visit the library starting August 1st to choose a themed cookbook to make your dish!

Question, call 319-283-1515 or email charris@oelwein.lib.ia.us

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 **Jordynn Eschweiler**
Kurt & Mary Lou Cosselman
- In memory of **Steven Schroeder**
Dennis & Michaela Graves
- In memory of **Jerry Willyard**
Ken & Sandy Magsamen
- In memory of **Gus Aubrey**
Kurt & Mary Lou Cosselman
- In memory of **James Grob**
Friends of the Oelwein Public Library



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

Coming in September

Alzheimer's, Dementia, and Public Health

Wednesday, Sept. 14th at 3:00 p.m.

This is an informational program focusing on what causes memory loss; what is the latest research in fighting against this condition; what can be done to lower your risk; what resources exist and what the Iowa Department of Public Health is doing to help. Our presenter will be Greg Woods from the Iowa Department of Public Health.

Author Janis Van Buren

Friday, Sept. 23rd at 1:00 p.m.

Janis Van Buren grew up on a farm east of Fayette, Iowa about three miles from where Susan Angeline Collins lived in 1865. Susan did mission work in what is now the Democratic Republic of the Congo and Angola. Janis was urged by a friend to write a short history of Susan Collin's life. She began researching in 2009. The results are found in her debut biography, *Susan Angeline Collins: With a Hallelujah Heart* published in April 2021.

Electric Vehicle Educational Event Tuesday, Sept. 27th from 4-5:30 p.m.

Learn about EV's, how to charge them, and where the charging stations are located in Iowa. Michelle Barness, Regional Planner from Upper Explorerland Regional Planning Commission, will present this event and take your questions.

**Book Club will be discussing
Those Girls by Chevy Stevens on
August 30th at 2:00 p.m.
Pick up a book or download a
copy from Bridges or Hoopla and
join the group discussion.**

KID ZONE



August 2022

Pages & Play Club

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

- 8/3 Fun in the Sun
- 8/10 Knight School
- 8/17 Back to School
- 8/24 Get Up & Move
- 8/31 Mo' Mo Willems



LEGO Club

Wednesday, August 10th
at 3 pm.



Take & Make Kits

August's kit is a paper watermelon fan. Cool off with cuteness.



New Items @ the Library

Item ii.

Adult Fiction

- Black Dog-Stuart Woods
- The Book Woman's Daughter-Kim Michele Richardson
- The Lies I Tell-Julie Clark
- Reckoning-Catherine Coulter
- Local Gone Missing-Fiona Barton
- Grace Under Fire-Julie Garwood
- Outside-Ragnar Jonasson
- The Kingdom of Sand-Andrew Holleran
- Little Lies-Julie Mayhew
- Portrait of an Unknown Woman-Daniel Silva
- The IT Girl-Ruth Ware

Adult Non-Fiction

- How the World Really Works-Vaclav Smil
- Rogues-Patrick Radden Keefe
- An Immense World-Ed Yong
- We Carry Their Bones-Erin H. Kimmerle
- Scars and Stripes-Tim Kennedy

New Young Adult

- Hope Less-Melissa Haag
- Relentless-Karen Lynch
- Cinder & Ella-Kelly Oram
- In My Reality-Cameo Renae
- Immortal Plunder-Kelly St. Clare
- The Royal Treatment-Melanie Summers
- The Comedienne's Guide to Pride-Hayli Thomson

DVD's

- Ambulance, Downton Abbey: A New Era
- Everything Everywhere All At Once
- Fantastic Beasts: The Secret Of Dumbledore

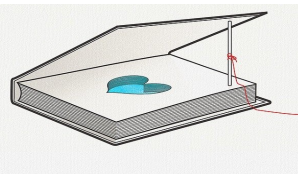
On the Ladybug

- Doggie-Nancy Amo
- Knight Owl-Christopher Denise
- The Pet Potato-Josh Lacey
- Where's My Cat?-Seymour Chwast

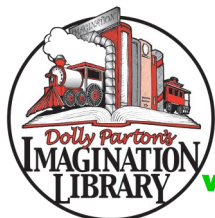
New J

- The Fort-Gordon Korman
- Search for Treasure-Mary Alice Monroe
- The Life of Tutankhmun-Elizabeth Cook

And So Many More!



Get "trapped" in a good book.



Sign up today

Stop in the library or visit our website at

www.oelwein.lib.ia.us



Back to School!
Registration begins August 1st.
Classes start August 23rd.

