



Agenda

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

June 08, 2020
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Warren Fisk

Council Members: Matt Weber, Renee Cantrell, Tom Stewart, Charles Gerdts, Karen Seeders

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

- [1.](#) Online Meeting Invitation

Consent Agenda

- [2.](#) Consideration of a motion to approve the minutes from the May 26, 2020 Council Meeting

Public Hearing

- [3.](#) Public Hearing on the plans and specifications, form of contract and estimate of cost for the proposed Wings East Pavement Improvements Project

Ordinances

- [4.](#) Consideration of a motion to suspend rules and adopt an ordinance on the first and final reading
- [5.](#) Consideration of an Ordinance Adding Article IV, Section 17-40 thru Section 17-47 Food Truck Permit to the Code of Ordinances of the City of Oelwein, Iowa

Resolutions

- [6.](#) Consideration of a Resolution creating the Oelwein Home Rehabilitation Program
- [7.](#) Consideration of a Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Wings East Pavement Improvements Project
- [8.](#) Consideration of a Resolution awarding contract for the Wings East Pavement Improvements Project
- [9.](#) Consideration of a Resolution adopting Fee Schedule
- [10.](#) Consideration of a Resolution to set Public Hearing on Proposed Vacation of the West Portion of the Alley Running East and West Adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa
- [11.](#) Consideration of a Resolution to set Public Hearing on Proposed Disposal by Sale of the City's Interest in the West Portion of the Alley Running East and West Adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa

Motions

- [12.](#) Consideration of a motion to purchase a pumper apparatus for \$403,907.40 from Toyne, Inc.
- [13.](#) Consideration of a request to donate the American LaFrance Fire Truck to the Oelwein Volunteer Firefighters Association
- [14.](#) Consideration of a motion approving training burns for 815 4th Avenue SW and 14 2nd Avenue NW
- [15.](#) Consideration of a motion to return to regular collection procedures for the water/wastewater utility
- [16.](#) Consideration of a motion authorizing signatures on Agreement for Cleaning Services with Horan Cleaning LLC

Committee Reports

- [17.](#) Report from Stewart on May Airport Board meeting

Council Updates

Mayor's Report

City Attorney's Report

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

City Administrator's Report

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

Adjournment

- [ii.](#) Additional Information
-

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



To: Mayor and City Council

From: Dylan Mulfinger, City Administrator

Subject: Online Attendance

Date: 6/8/2020

The City will not allow attendance of meetings in City Hall due to the federal order of no meetings of ten people or more. The City will allow access for residents via phone.

City Council Meeting

Mon, Jun 8, 2020 6:00 PM - 7:30 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/113950861>

You can also dial in using your phone.

United States: [+1 \(224\) 501-3412](tel:+12245013412)

Access Code: 113-950-861

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/113950861>



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
May 26, 2020 - 6:00 PM

Pledge of Allegiance

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

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

Additions or Deletions

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

Motion Carried

Citizens Public Comments – No comments were received.

Consent Agenda

- 2. Consideration of a motion to approve the minutes of the May 11, 2020 regular council meeting
- 3. Consideration of a motion to approve the minutes from the May 18, 2020 Special Council meeting
- 4. Claims Resolution in the amount of \$700,778.61
- 5. Consideration of a Class 'B' Beer and Sunday Sales Renewal for Pizza Hut #4340
- 6. Consideration of a motion to purchase Fire Equipment in the amount of \$12,122.00
- 7. Consideration of pay request (final) to Dave's Home Improvement in the amount of \$21,452.00 for work completed on CDBG Owner Occupied Housing Project

A motion was made by Weber, seconded by Gerdts to approve the consent agenda. All voted aye.

Motion Carried

Public Hearing

- 8. Public Hearing on the Proposed Disposal by Sale of 406 3rd Avenue SE and Adjacent Property

Mayor DeVore opened the Public Hearing. DeVore stated a local realtor commented to not allow pets and to add garages on the property. No other comments were received.

Mayor DeVore closed the Public Hearing.

- 9. Public Hearing on Fiscal Year 2019-2020 Budget Amendment

Mayor DeVore opened the Public Hearing. No oral or written comments were received.

Mayor DeVore closed the Public Hearing.

Resolutions

- 10. Consideration of a Resolution directing the sale of the city's interest in Lot 9, and the South 34 Feet of Lot 8, Block 12, Oelwein Land Company's First Addition to Oelwein, Fayette County, Iowa, commonly known as 801 3rd Avenue NE

A motion was made by Weber, seconded by Fisk to adopt Resolution No. 5179-2020 directing the sale of the city's interest in Lot 9, and the South 34 Feet of Lot 8, Block 12, Oelwein Land Company's First Addition to Oelwein, Fayette County, Iowa, commonly known as 801 3rd Avenue NE.

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

Nays: None

Motion Carried

The Oelwein Husky Construction program offered to purchase this property to fix and flip vs. new construction as they have built and sold three new homes in Oelwein.

11. Consideration of a Resolution to Support Housing Development by BR Development LLC in Oelwein for Iowa Workforce Housing Tax Credit Application to Iowa Economic Development Authority

A motion was made by Weber, seconded by Gerdts to adopt Resolution 5180-2020 to Support Housing Development by BR Development LLC in Oelwein for Iowa Workforce Housing Tax Credit Application to Iowa Economic Development Authority.

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

Motion Carried

12. Consideration of a Resolution to adopt Fiscal Year 2019-2020 Budget Amendment

A motion was made by Fisk, seconded by Cantrell to adopt Resolution No. 5181-2020 adopting Fiscal Year 2019-2020 Budget Amendment.

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

Motion Carried

13. Consideration of a Resolution to Transfer Airport Entitlement Funds

A motion was made by Weber, seconded by Fisk to adopt Resolution No. 5182-2020 to Transfer Airport Entitlement Funds.

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

Motion Carried

Motions

14. Consideration of a motion authorizing signatures on an offer to purchase 406 3rd Avenue SE and adjacent property

A motion was made by Weber, seconded by Stewart authorizing signatures on an offer to purchase 406 3rd Avenue SE and adjacent property. 5 voted aye, 1 (Seeders) voted nay.

Motion Carried

15. Consideration of a motion to solicit bids to tear down 42 properties and solicit bids on asbestos removal for 33 properties

A motion was made by Seeders, seconded by Fisk to solicit bids to tear down 42 properties and solicit bids on asbestos removal for 33 properties. All voted aye.

Motion Carried

16. Consideration of a motion determining the 2020 season for the Oelwein Family Aquatics Center

A motion was made by Fisk, seconded by Seeders to not open the Family Aquatics Center for the 2020 season but still do minimum maintenance to keep the pool healthy for 2021 season. 5 voted aye, 1 (Cantrell) voted nay.

Motion Carried

Committee Reports

17. Report from Gerdts on May Library Board Meeting

Gerdts reported on the May Library Board meeting. The full minutes may be found at www.oelwein.lib.ia.us.

18. Report from Cantrell on May Park and Recreation Commission Meeting

Cantrell reported on the May Park and Recreation Commission meeting. The minutes may be found at <http://www.cityofuelwein.org/government/agendas-and-minutes.html>.

Mayor's Report

- A. Consideration of the reappointment of Jared Stewart and Connie Jorgensen to the Park and Recreation Commission

A motion was made by Cantrell, seconded by Weber to approve the reappointments. All voted aye.

Motion Carried

Mayor DeVore also stated several properties have not been registered through the Rental Housing Program and would like Community Development to check into this.

City Attorney's Report

Attorney Dillon stated he is working on filing municipal infractions on 12 properties.

Adjournment

A motion was made by Weber, seconded by Cantrell to adjourn at 6:55 P.M. All voted aye.

Motion Carried

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held May 26, 2020 and copy of said proceedings was furnished to the Register May 27, 2020.

Dylan Mulfinger, City Administrator



To: Mayor and Council

From: Dylan Mulfinger

Subject: Food Truck Options

Date: 05/26/2020

The City can require that they register with the city and that they pay a fee for operating. This is helpful as it allows the city to know when and where they are operating, and it requires them to pay a fee to offset the lack of property taxes they pay.

Below is a sample ordinance with different ideas for City Council to consider.

In order to ensure that

Definitions

Food Cart – means a non-self-propelled vehicle food establishment which facilitates the preparation, marketing, and sale of food that is whole and unprocessed, prepared, packaged, and/or non-potentially hazardous or commissary-wrapped foods maintained at proper temperatures or precooked foods that require limited assembly, such as frankfurters.

Food Stand – means any article, device, fixture or equipment that is used as a place to provide food and includes, but is not limited to, food tents, food shacks, food pods or food booths that are non-motorized, with or without a mobile kitchen, and facilitates the preparation, marketing, and sale of food that is whole unprocessed, prepared and/or not potentially hazardous. Food stands are not lawfully permitted as a permanent structure.

Food Truck – means a self-propelled, or non-self-propelled vehicle or trailer, which is operable and is currently licensed through a North American Department of Motor Vehicles. A food truck contains a mobile kitchen and facilitates the preparation, marketing, and sale of food that is whole unprocessed, packaged, prepared and/or not potentially hazardous.

For the sake of this ordinance, any term listed above shall be referred to as a food truck

Requirements for food trucks

- A copy of the food service license issued to the applicant by the State of Iowa Department of Inspections & Appeals-Food and Consumer Safety Bureau
- Each mobile food vendor shall provide proof of general liability insurance, including products liability coverage, in the amount of \$1,000,000 or more per occurrence and \$1,000,000 for property damage. A certificate of insurance shall be delivered to the City Clerk prior to the issuance of a mobile food vendor license.

Fees



| Time | Amount |
|-----------|----------|
| One Day | \$25.00 |
| One Week | \$50.00 |
| One Month | \$100.00 |
| One Year | \$250.00 |

Exemptions

- Mobile food vendors operating at a community event
 - Party in the Park, Oelwein Celebration, Heritage Days, any not for profit event or fundraiser from a local community group
- Non-Profit Organizations (such sales must not be in excess of three consecutive days in any seven-day period at the same location)
- Farm Stands/Seasonal sale of unprocessed whole foods (parcel on which sale occurs must be classified as exempt, industrial or commercial)
- Mobile food vending is ancillary (secondary) to an existing primary use if all of the following are met:
 - There is a primary land use in a building (cannot use a bare lot);
 - Sale of food associated with the primary use of the building is legally allowed;
 - Property is classified industrial or commercial;
 - The mobile food vendor must own the property or a business on the property.
- Catering in which the food is prepared off-site and delivered (food is not prepared or served from a mobile food vending unit/stand)*

Location

A food truck permit allows the truck to park on city owned parking lots and operate from 8AM to 11 PM.

Food trucks on private lots may follow the hours of the associated business.

Food truck parking is not allowed in parking spaces on city streets within 150 feet of an established business whose primary sales include food. This distance is measured from the door of the business. This rule is to ensure adequate parking for food establishments and not to disrupt the characteristic of the city’s general business district.

Food trucks using city electricity may pay an additional fee as designated by the city’s fee schedule.

Administration

All permits will be issued by the City Clerk or their designee.

Penalty

Violations of this Article shall be a municipal infraction punishable pursuant to 1-10. Anyone violating the provisions of this chapter shall, upon conviction, be subject to imprisonment not to exceed thirty (30) days, or a fine not exceeding seven hundred and fifty dollars (\$750.00). Each day the food truck is set up and sells to the community without a permit or bond in violation of this chapter shall constitute a separate offense.

ORDINANCE NO. _____

AN ORDINANCE ADDING ARTICLE IV, SECTION 17-40 THRU SECTION 17-47 FOOD TRUCK PERMIT TO 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 Article IV, Sections 17-40 thru 17-47 Food Truck Permit as follows:

Chapter 17 Licenses and Regulations
Article IV Food Truck Permit

Section 17-40 Food Trucks

The City of Oelwein is supportive of food trucks as they provide entrepreneurship for residents and are a benefit for the community. The City uses this section to ensure that all food trucks are safe and operating in a manner in line with community standards.

Section 17-41 Definitions

Food Cart – means a non-self-propelled vehicle food establishment which facilitates the preparation, marketing, and sale of food that is whole and unprocessed, prepared, packaged, and/or non-potentially hazardous or commissary-wrapped foods maintained at proper temperatures or precooked foods that require limited assembly, such as frankfurters.

Food Stand – means any article, device, fixture or equipment that is used as a place to provide food and includes, but is not limited to, food tents, food shacks, food pods or food booths that are non-motorized, with or without a mobile kitchen, and facilitates the preparation, marketing, and sale of food that is whole unprocessed, prepared and/or not potentially hazardous. Food stands are not lawfully permitted as a permanent structure.

Food Truck – means a self-propelled, or non-self-propelled vehicle or trailer, which is operable and is currently licensed through a North American Department of Motor Vehicles. A food truck contains a mobile kitchen and facilitates the preparation, marketing, and sale of food that is whole unprocessed, packaged, prepared and/or not potentially hazardous.

For the sake of this ordinance, any term listed above shall be referred to as a food truck

Section 17-42 Documentation

1. A copy of the food service license issued to the applicant by the State of Iowa Department of Inspections & Appeals-Food and Consumer Safety Bureau
2. Each mobile food vendor shall provide proof of general liability insurance, including products liability coverage, in the amount of \$1,000,000 or more per occurrence and \$1,000,000 for property damage. A certificate of insurance shall be delivered to the City Clerk prior to the issuance of a mobile food vendor license.

Section 17-43 Fees

Fees for this ordinance will be set annually by the city's fee schedule.

Section 17-44 Exemptions

- Mobile food vendors operating at a community event
 - Party in the Park, Oelwein Celebration, Heritage Days, any not for profit event or fundraiser from a local community group
- Non-Profit Organizations (such sales must not be in excess of three consecutive days in any seven-day period at the same location)
- Farm Stands/Seasonal sale of unprocessed whole foods (parcel on which sale occurs must be classified as exempt, industrial or commercial)
- Mobile food vending is ancillary (secondary) to an existing primary use if all of the following are met:
 - There is a primary land use in a building (cannot use a bare lot);
 - Sale of food associated with the primary use of the building is legally allowed;
 - Property is classified industrial or commercial;
 - The mobile food vendor must own the property or a business on the property.

- Catering in which the food is prepared off-site and delivered (food is not prepared or served from a mobile food vending unit/stand)*

Section 17-45 Location

A food truck permit allows the truck to park on city owned parking lots and operate from 8 AM to 11 PM. Food trucks on private lots may follow the hours of the associated business. Food truck parking is not allowed in parking spaces on city streets within 150 feet of an established business whose primary sales include food. This distance is measured from the front door of the business adjacent to the street. This rule is to ensure adequate parking for food establishments and not to disrupt the characteristic of the city's general business district. Food trucks using city electricity may pay an additional fee as designated by the city's fee schedule.

Section 17-46 Administration

All permits will be issued by the City Clerk or their designee.

Section 17-47 Penalty

Violations of this Article shall be a municipal infraction punishable pursuant to 1-10. Anyone violating the provisions of this chapter shall, upon conviction, be subject to imprisonment not to exceed thirty (30) days, or a fine not exceeding seven hundred and fifty dollars (\$750.00). Each day the food truck is set up and sells to the community without a permit or bond in violation of this chapter shall constitute a separate offense.

Section 2. 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 –
- Second reading –
- Third reading –

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

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

Dylan Mulfinger, City Administrator

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

- Gerdts
- M Weber
- Cantrell
- Fisk
- Stewart
- Seeders

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

- Gerdts
- M Weber
- Cantrell
- Fisk
- Stewart
- Seeders

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

- Gerdts
- M Weber
- Cantrell
- Fisk
- Stewart
- Seeders

RESOLUTION NO. _____

Resolution creating the Oelwein Home Rehabilitation Program

WHEREAS, the City of Oelwein’s top goal in 2020 is to create and improve housing within the community; and

WHEREAS, the Oelwein Home Rehabilitation Program will provide an avenue for homeowners to make improvements to their homes with low interest loans; and

WHEREAS, the city will have Upper Explorerland administer the program each year; and

WHEREAS, the loans will go toward home improvements that will ensure a safe and livable residence; and

WHEREAS, the city’s housing committee will score all applications and provide for recommendations to the city council for approval; and

WHEREAS, the city council will have the final approval on all applications; and

WHEREAS, the city will invest \$125,000 from local options sales for the next three years each year to help start the program and continue to loan money as it is paid back; and

THEREFORE, BE IT RESOLVED by the City Council of the City of Oelwein, Iowa the City hereby creates the Oelwein Rehabilitation Program

Passed and approved by the City Council of the City of Oelwein, Iowa this 8 day of June, 2020.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

Weber
Seeders
Cantrell
Gerdts
Fisk
Stewart

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator

City of Oelwein

Home Rehabilitation Program



Revolving Loan Fund

ADMINISTRATIVE GUIDELINES

Background

The City of Oelwein contributes annually to the Northeast Iowa Regional Housing Trust Fund (NEIRHTF) allowing residents meeting income eligibility to access funding in the form of grants and low or no interest loans to address their housing rehabilitation needs. The NEIRHTF leverages local match dollars with grants dollars to serve households falling at or below 80% of the Median Household Income (MHI) for Fayette County. The intent of this program is to expand on existing efforts by offering the same opportunities to residents across a broader range of socio-economic statuses. Residents with up to 150% of the MHI for Fayette County will be eligible for funding.

The entire community benefits when everyone has stable, decent, and affordable housing. The benefits of a stable and well-maintained housing stock within a community can be seen by:

- Businesses that require a stable workforce and workforce housing.
- Neighborhoods that have been devastated by a foreclosure, vacant properties, and/or homeowners lacking funds to adequately maintain their homes; and
- Working families that need decent affordable housing and basic economic security

Establishing a dedicated and continuous local revenue stream, gives both stability and flexibility, that is key to continuing to successfully grow a community and meet the housing needs of its current and future residents. By self-funding the program, the city and its residents have greater flexibility and can tailor the program to the exact needs of the City of Oelwein.

Program Overview

The City of Oelwein's Home Rehabilitation Revolving Loan Fund (RLF) Program is established to provide resources to improve residential neighborhoods and livability of single-family homes through providing low interest loans to low- and moderate-income residents to complete rehabilitation projects on their homes.

Applicants meeting the eligibility criteria may apply for funds to finance property improvements that substantially improve the livability and/or protect the structural integrity of the home. The minimum loan amount is \$1,000 and the maximum amount is \$15,000. The fully amortized loan term under the program for all loans will equal 10 years. Loan interest rates will range from 1 to 4% and determined based on the applicant's family income as compared to the median family income for Fayette County. All applicants will be required to provide matching funds. The match dollar amount ranges from 10-25% dependent on income determination.

Administration

The Home Rehabilitation Program will be governed by the Oelwein City Council and all application funding decisions will be at the sole discretion of the Council. The City will contract with Upper Explorerland Regional Planning Commission (UERPC) to provide all program administration, technical services, and loan servicing for the program. UERPC will provide the council with a quarterly update on all program activities, account balances, and loan receivables. Details of the roles and responsibilities are laid out in the annual management contract and in Appendix A of this document.

Program Funding

The City of Oelwein will invest an initial \$125,000 for an initial two-year period to fund the Home Rehabilitation Revolving Loan Fund Program. All recaptured funds (principal, interest, late charges, and fees, as well as interest earned on the undesignated portion of the RLF account) shall be retained by the RLF for future loans and administrative expenses.

Principal and recapture funds will be held by the City of Oelwein in an interest-bearing account specifically designated for the Home Rehabilitation Revolving Loan Fund Program. Payments will be issued directly to contractors through the designated checking account upon completion of work.

Equal opportunity and affirmative action

The City of Oelwein and Upper Explorerland Regional Planning Commission shall ensure that all property owners within the City are notified of program availability, their eligibility to participate, and application procedures. Such notification will include Press Releases and newspaper ads. The agency shall ensure translation services are available to applicants. These services are available at the UERPC Office at 134 West Green Street in Postville, Iowa.

Non-discrimination. No one shall be denied assistance on the basis of race, color, national origin, religion, creed, age, sex, disability, familial status, political affiliation, citizenship, gender identity, or sexual orientation. This is an Equal Opportunity Program.

All loan recipients, developers, contractors and subcontractors must agree:

- not to discriminate in any manner against an employee or applicants because of race, color, creed, religion, sex, marital status, age, familial status, or disability.
- to post and to cause subcontractors to post in conspicuous places available to employee and applicants for employment, notices setting forth the substance of this clause.

Type of Assistance Available

All funding assistance provided will be made in the form of low interest loans. Applicants meeting the eligibility criteria may apply for funds to finance property improvements that substantially improve the livability and protect the structural integrity of the home.

Loan Amount: The minimum loan amount is \$1,000 and the maximum amount is \$15,000. The fully amortized loan term under the program for all loans will equal 10 years.

Interest Rates: The interest rates will range from 1 to 4%. The rate for each loan is determined based on the applicant's family income as compared to the median family income for Fayette County.

Match Funds: Applicants will be required to provide matching funds if their income is equal to or greater than 80% of the Median Family Income for Fayette County. The match dollar amount ranges from 10-25% dependent on income determination. The match funding will typically be required to be provided in the form of cash or cash equivalent. Other types of match will be considered on a case-by-case basis. In some instances where the homeowner has substantial equity in the home this equity may be accepted as match. For specific information on match requirements please see the Applicant Eligibility Section.

Applicant Eligibility

Income Eligibility:

To determine initial eligibility, a household's gross income may not exceed 150% of the Median Family Income (MFI) of Fayette County for their household size. Income limits will be set consistent with those utilized by the Northeast Iowa Housing Trust Fund as determined by the US Department of Housing and Urban Development (HUD)/IFA LHTF limits.

As of June 1, 2019, the income limits by household size are:

| Household | 150 % | 125% | 100% | 80% |
|------------------------|------------------------|------------------------|------------------------|------------------------|
| 1 member | \$115,200 | \$96,000 | \$76,900 | \$61,500 |
| 2 members | \$115,200 | \$96,000 | \$76,900 | \$61,500 |
| 3 members | \$132,600 | \$110,500 | \$88,500 | \$70,700 |
| 4 members | \$132,600 | \$110,500 | \$88,500 | \$70,700 |
| 5 members | \$132,600 | \$110,500 | \$88,500 | \$70,700 |
| 6 members | \$132,600 | \$110,500 | \$88,500 | \$70,700 |
| 7 members | \$132,600 | \$110,500 | \$88,500 | \$70,700 |
| 8 members | \$137,400 | \$114,500 | \$91,600 | \$73,300 |
| Homeowner Match | Homeowner Match | Homeowner Match | Homeowner Match | Homeowner Match |
| 25% of project cost | 20% of project cost | 10% of project cost | N/A | |
| Interest Rate | Interest Rate | Interest Rate | Interest Rate | Interest Rate |
| 4% | 3% | 2% | 1% | |

Calculating Income Eligibility

Income eligibility is determined by combining the gross eligible income from all adult household members (all members over the age of 18). Household income includes, but is not limited to the following:

- Wages, salaries, tips, commissions, (including overtime, if it is likely to continue)
- Self-employment income
- Interest, dividends, net rental income
- Income from estates and trusts
- Social security disability and retirement benefits
- Pensions
- TANF and any other public assistance
- Child support
- Alimony and separate maintenance payments
- Veterans Administration benefits
- Any other income not specifically listed above

Income is verified using applicant provided information and third-party verifications. Applicant must provide employment verification in the form of payroll remittance forms, public assistance benefit letters, statement of earnings (retirement/investments) deposit information, and the two most recent years of federal and state income taxes. Applicants are required to submit all documentation at the time of application.

Other Eligibility Criteria:

- Property owner must occupy the unit and hold title to the property. Funding will not be provided for homes being purchased on contractor or applicants utilizing life leases.
- Owner must be current on property taxes and utility bills for the subject property.
- Owner must provide proof the property is adequately insured to cover full cost of all mortgages and liens held against the property. This must be maintained throughout the loan term.
- Property must not be subject to any foreclosure notices or proceedings.
- Property must be free of liens outside the normal scope of a first or second mortgage. Subsequent loans on the home will be considered on a case by case basis.

Credit Report

There is no minimum credit score required to qualify for program funds and it is not taken into consideration as part of qualifying criteria. However, applicants will be required to sign a release for a credit report to be run for each applicant however the information will only be used in determining applicant's ability to afford the loan payments.

Eligible Rehabilitation & Improvement Projects

To be eligible for funding the property subject to the loan must be an existing, habitable, and owner-occupied single-family dwelling located within the city limits of Oelwein.

The mission of the proposed program is to improve the structural integrity of housing units in the City of Oelwein through repair and rehabilitation of existing homes. Rehabilitation is not remodeling. Remodeling is for convenience or cosmetic purposes.

Rehabilitation is defined as improvement and repair directed toward an accumulation of deferred maintenance, and/or needed replacement of principal fixtures and components of existing structures, including but not limited to:

- Roof repair or replacement, including gutters and downspouts.
- Repair or replacement of mechanical systems (furnace, air conditioning, water heater).
- Upgrade to minimum 100 Ampere electrical service, electrical repairs, and needed replacement of fixtures.
- Upgrade plumbing service, plumbing repairs, and needed replacement of fixtures.
- Structural repairs and reconstruction including foundation or chimney repair.
- Repairs due to termite damage or to treat for termites.
- Exterior siding repair or replacement and exterior paint.
- Repair or replacement of entrance doors and windows.
- Repair or replacement of porches and decks to fix code or safety violation.
- Repair or replacement of floor coverings.
- Interior wall and ceiling repair, drywall, interior doors and trim, and paint.
- Removal of unsightly blight, dilapidation or deterioration due to deferred maintenance, such as tear down of dilapidated garages or sheds.

- Garage repair.
- Functional landscaping for redirection of water away from foundations or retaining walls to prevent soil erosion.
- Tree and brush trimming and removal to prevent roof or siding damage, for safety, or to cure blight.
- Sidewalk and driveway repair or replacement.
- Smoke detectors and dead bolt locks for safety and home security.
- Improvements to increase the efficient use of energy in structures through installation of storm windows and doors, siding, wall and attic insulation, weather stripping.
- Improvements to increase the efficient use of water through such means as water savings faucets and shower heads and repair of water leaks.
- Inspection and testing for and remediation or abatement of lead-based paint, asbestos, or other environmental hazards.
- Improvements designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to buildings.

Priority scoring will be given to projects addressing at least one of the above items and/or code violations, health and safety issues, and energy efficiency. Projects falling outside these guidelines while still meeting the integrity and intent of the program will be considered on case-by-case basis.

No Home Rehabilitation Program funds shall be utilized for a new addition or new building expansion, unless approved by the City Council and necessary for the express purpose of code compliance or accommodation based on the American Disabilities Act (ADA) Accessibility Guidelines.

Application Procedure

Applications will be accepted on an ongoing basis pending fund availability. There is a \$50 application fee payable to UERPC at time of submission. The applications will be reviewed in the order they are received and presented to the Oelwein City Council for approval once initial eligibility is determined and a site inspection has been completed UERPC. The time from application submission to approval ranges from 4-8 weeks on average.

Application forms are available online or can be picked up in person from:

Oelwein City Hall
20 2nd Avenue SW
Oelwein, Iowa 50662

Upper Explorerland Regional Planning Commission
134 West Greene Street,
Postville, Iowa 52162

Application are available for download at www.uerpc.org/housingrlf or www.cityfoelwein/housing.

To be considered a complete application the following must be returned to Oelwein City Hall or UERPC:

- Completed application form
- \$50 application fee
- Proof of income -two months most recent paystubs, verification of social security/veteran/government benefits, investment income statements, and all other relevant documentation as noted on application materials)

- Two years most recent federal and state tax returns (3 years if self-employed)
- Two months banks statements
- Proof of homeowner’s insurance
- Signed release forms
- Description of work to be completed with requested funds
- Two detailed estimates for project work from licensed contractors

Applicants will be reviewed in the order in which they are received. The program administrator will review the application for completeness and conduct the income verification process within two weeks of receipt of the application and receiving all required documentation. Once all verification is received a determination will be made on eligibility applications will be forwarded to the Oelwein City Council for review. Applications will be reviewed on a monthly basis for approval by the City Council. Applicants will be notified of loan approval status and advised of next steps in the process via postal mail.

Loan Policy Guidelines

Loan Underwriting

For loan underwriting purposes, the total monthly housing costs (principal, interest, taxes, homeowner’s insurance, private mortgage insurance, and condominium or association fees) plus any outstanding monthly debt payments (with more than ten months’ remaining) including the monthly payment for the proposed RLF loan, as well as monthly payments for alimony, child support, and separate maintenance should not exceed 50 percent of verified monthly gross income of the loan applicant(s).

If the debt to income ratio is greater than 50 percent, the City Council, at its discretion, may approve the loan based on the following mitigating factors:

- The applicant has demonstrated a responsible use of credit and ability to accumulate savings
- The applicant has substantial equity in the property
- There is a strong credit history

Monthly Payments

The amount of the monthly loan payment is based on the amount borrowed, interest rate, and loan term. All loan terms will be at a fixed interest rate amortized over a 10-year term. Loan recipients will be provided a closing disclosure document listing all costs associated with the loan along with a full amortization schedule. Payments may be made by postal mail, drop off at city hall, or through auto-debit. A \$30 fee will be assessed for any returned checks. There is no penalty for prepayment.

Loan Closing & Fees

All approved applicants will be responsible for paying closing costs as detailed in the schedule below. These costs may be paid upfront or included with in the loan as long as the total borrowed does not exceed the \$15,000 maximum. Closing costs paid up front may be considered contribution towards the required match dollars.

Costs Due by Loan Recipient at closing:

| | |
|-------------------------|------------------|
| Mortgage recording fee: | \$25.00 |
| Origination Fee: | 1% of loan value |
| Title Lien Search: | \$175.00 |

Total Amount Due at closing = \$200.00 + 1 % origination fee. The origination fee on \$1000 = \$10. The maximum origination fee on a \$15,000 loan will equal \$150. The origination fee covers the cost of inspection, loan preparation and closing services.

At loan closing the following documents will be completed:

- Promissory note
- Mortgage document/closing statement
- Mortgage lien document

Delinquent Accounts

Upper Explorerland Regional Planning Commission will service loans made from the RLF. The City of Oelwein and UERPC may apply a \$5.00 late fee for each payment more than 15 days delinquent. Loan recipients are encouraged to contact UERPC or City Hall to make alternative payment arrangements if they are unable to stay current on their account. The City intends to make reasonable accommodations and adjustments in their situations.

Reasonable efforts will be made to collect on all delinquent loans. Accounts will be considered seriously delinquent if a payment is not received for 6 months or more. UERPC will provide the City Council with a list of past due accounts on a quarterly basis along with a summary of collection efforts. The City has the authority to take further action when all standard means of collection have been exhausted.

Security and Default

Loans will be secured by a promissory note to be signed by the borrower(s) on the day of loan closing. A real estate mortgage lien will be filed with the Fayette County Recorder's Office in an amount equal to the loan value. The lien will be subordinate to any first mortgage held on the property. The lien will not be released until the loan is paid in full. Loan recipients will also be required to list the City of Oelwein as a loss payee on their property insurance for the duration of the loan.

If a change of ownership or occupancy status occurs prior to the loan term expiring the loan will be called due in full. In the case of a home sale, the remaining balance on the account will be payable from the proceeds of the residence.

Conflict of Interest

No member of the governing body of City of Oelwein or UERPC, and no other official, employee, or agent of the city government who exercises policy, decision-making functions, or responsibilities in connection with the planning and implementation of the program shall directly or indirectly be eligible for this program.

City Council members will recuse themselves from scoring or providing input on any application where a significant conflict of interest exists.

| City Responsibilities | UERPC Responsibilities |
|---|---|
| <ol style="list-style-type: none"> 1. Outreach <ul style="list-style-type: none"> • Participate in program marketing & outreach efforts • Publication of public hearing, meeting, and other required notices 2. Application intake and screening <ul style="list-style-type: none"> • Field inquires, provide applications, and direct applicants to UERPC for intake and screening 3. New loan processing <ul style="list-style-type: none"> • City Council to review applications and ensure each is scored using selected criteria 4. Project inspections and review <ul style="list-style-type: none"> • City inspectors will assist UERPC staff as requested to assess property conditions and proposed work 5. Accounting and reporting <ul style="list-style-type: none"> • Establish checking accounts • Provide UERPC bank statements/online statement access • Monitor and evaluate all administrative charges and the use of all RLF funds | <ol style="list-style-type: none"> 1. Outreach <ul style="list-style-type: none"> • Conduct program outreach and participate in public hearings • Develop marketing and application materials • Participate in Oelwein City Council meetings and related Housing Committee meetings as requested 2. Application intake and screening <ul style="list-style-type: none"> • Respond to all citizen inquiries • Process applications • Meet with homeowners and assist in completing required documents 3. Eligibility determination <ul style="list-style-type: none"> • Review applications for completeness • Verify income and assets verification to make eligibility determination • Conduct initial property inspection & provide assessment • Assist homeowner in prioritizing project needs • Verify property information (ownership, adequate insurance, and property tax payments) • Verify contractor registration & insurance 4. New loan processing <ul style="list-style-type: none"> • Contract title company to complete lien search and complete credit checks • Maintain all application and loan closing forms to meet current requirements • Prepare materials for Oelwein City Council to approve loans after initial eligibility is determined • Complete loan closing with homeowner to include all documents as laid out in the program administrative guidelines document 5. Project management, review, and payment <ul style="list-style-type: none"> • Draft contracts between contractor and homeowner • Issue notice to proceed to selected contractor • Conduct final inspection and others as requested • Monitor project status • Obtain acceptance of final work from homeowner 6. Existing loan servicing and monitoring <ul style="list-style-type: none"> • Acquire necessary signatures on payment requests from the homeowner and contractor • Issue payment to contractors/Provide request for payment from City of Oelwein • Maintain records and program files • Monitor account delinquency and provide reasonable collection efforts • Process requests on all existing loans (subordinations, assignments, etc.) 7. Accounting and reporting <ul style="list-style-type: none"> • Maintain up-to-date ledger of all payments made • Reconcile payments with monthly bank statement • Deposit payments received (or provide to City) • Provide all information to the City on a quarterly basis |

PROMISSORY NOTE

Principal of Note: \$ _____

Dated: _____

FOR VALUE RECEIVED, the undersigned, each as principal, jointly and severally, promise(s) to pay to the order of the City of Oelwein, Iowa, or an assigned successor, at 20 2nd Ave SW, Oelwein, Iowa 50662 in Fayette County, the sum of _____ and ____/100 DOLLARS with interest thereon from the date of this instrument, payable at the rate of _____% per cent per annum, until paid in full, pursuant to the attached amortization schedule except the balance shall become immediately due and payable upon transfer of ownership or cessation as the undersigned's principal residence for any reason, or death of the undersigned or default of the note or security.

Interest shall first be deducted from the payment and any balance shall be applied on principal. The entire principal balance and interest may be paid in full at any time without penalty.

Upon default in payment of any interest, or any installment of principal, the whole amount then unpaid shall become immediately due and payable at the option of the holder without notice. The undersigned, in case of suit on this note, agrees to pay attorney's fees.

Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

Important. Read Before Signing: The terms of this Agreement should be read carefully. Only those terms in writing are enforceable. No other terms of oral promises not contained in this written contract may be legally enforced. You may change the terms of this Agreement only by another written agreement. Borrower acknowledges the receipt of a copy of this document at the time at the time of signature. We, the undersigned, agree to all terms and conditions contained in this agreement.

Borrower

Date

Co-Borrower

Date

STATE OF IOWA, COUNTY OF _____ SS:

On this ____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that such person(s) executed the same as the voluntary act and deed of such person(s).

Notary Public - State of Iowa

Prepared by and Return to: Katie Nolte, Upper Explorerland Regional Planning Commission, PO Box 219, Postville, IA 52162, 563-864-7551, knolte@uerpc.org

MORTGAGE

THIS MORTGAGE is made between _____ as (“Mortgagees”) and _____ as (“Mortgagors”).

- 1. **Grant of Mortgage and Security Interest.** Mortgagors hereby sell, convey and mortgage unto Mortgagee, and grant a security interest to Mortgagee in the following described property:
 - a. **Land and Buildings.** All of Mortgagors’ right, title and interest in and to the following described real estate situated in Fayette County, Iowa (the "Land"):

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditament, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land.

- b. **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings. whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs. replacements and substitutes of, to, and for the foregoing (the "Personal Property").
 - c. **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

- 2. **Obligations.** This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"):
 - a. The payment of the loan made by Mortgagor to The City of Oelwein, and, its successor or assigns, as evidenced by a promissory note dated _____ in the principal amount of \$_____ with a due date of _____ any renewals, extensions, modifications or refinancing thereof and any promissory notes issued in substitution therefor; and
 - b. All other obligations of Mortgagors to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

- 3. Representations and Warranties of Mortgagors.** Mortgagors represent, warrant and covenant to Mortgagee that (i) Mortgagors hold clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagors have the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; (v) Mortgagors will use the Mortgaged Property as their principal residence; and (vi) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. (vii) Mortgagor not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.
- 4. Payment and Performance of the Obligations.** Mortgagors will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagors under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.
- 5. Taxes.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.
- 6. Liens.** Mortgagors shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagors shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.
- 7. Compliance with Laws.** Mortgagors shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.
- 8. Permitted Contests.** Mortgagors shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as mortgagors shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagors' liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagors shall give prompt written notice to Mortgagee of the commencement of any contest referred to in paragraph 8.
- 9. Care of Property.** Mortgagors shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagors shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.
- 10. Insurance.**
- a. Risks to be Insured.** Mortgagors, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land

and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagors' option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagors will at their sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagors will maintain such other insurance as Mortgagee may reasonably require.

- b. **Policy Provisions.** All insurance policies and renewals thereof maintained by Mortgagors pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear, contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.
- c. **Delivery of Policy or Certificate.** If requested by Mortgagee, Mortgagors will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagors shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagors shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.
- d. **Assignment of Policy.** If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagors in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.
- e. **Notice of Damage or Destruction, Adjusting Loss.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagors will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagors in good faith to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagors do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagors.
- f. **Application of Insurance Proceeds.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the Obligations or change the amount of such installments.
- g. **Reimbursement of Mortgagee's Expenses.** Mortgagors shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorney's fees, and all such expenses shall be additional amounts secured by this Mortgage.

11. Inspection. Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagors shall in no way rely or claim reliance thereon.

12. Protection of Mortgagee's Security. Subject to the rights of Mortgagors under paragraph 8 hereof, if Mortgagors fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of _____% per annum, shall become an Obligation of Mortgagors secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagors unless Mortgagors and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagors for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

13. Condemnation. Mortgagors shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagors, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

14. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagors as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein

15. Events of Default. Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

- a. Mortgagors shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.
- b. Mortgagors shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagors under the United States Bankruptcy Code or Mortgagors shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.
- c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.
- d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

16. Acceleration; Foreclosure. Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.
- b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.
- c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

17. Redemption. It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagors shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. Attorneys' Fees. Mortgagors shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

19. Forbearance not a Waiver, Rights and Remedies Cumulative. No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

20. Notices. All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

- a. If to Mortgagees, to: _____
- b. If to Mortgagors, to: _____

or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

- 21. Severability.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.
- 22. Further Assurances.** At any time and from time to time until payment in full of the Obligations, Mortgagors will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagors secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagors to Mortgagee.
- 23. Successors and Assigns bound; Number; Gender; Agents; Captions.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 24. Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.
- 25. Release of Rights of Dower, Homestead and Distributive Share.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.
- 26. Acknowledgment of Receipt of Copies of Debt Instrument.** Mortgagors hereby acknowledge the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.
- 27. Additional Provisions:**

DATED: _____ **SIGNED:** _____

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

DATED: _____ **SIGNED:** _____

STATE OF IOWA
COUNTY OF _____, SS:

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public, personally _____ appeared _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public

City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

Application Scoring Form

Application & Financial Commitment (maximum 10 points):

- Application is complete, all required documents submitted, and property owner determined income eligible and met basic underwriting criteria (5 points)
- Property owner has secured and committed minimum match funds required in accordance with the income guidelines (5 points)

Project readiness and feasibility (maximum 25 points):

- The scope of work and budget are aligned and considered reasonable and feasible (10 points)
- Scope of work provides enough detail to adequately assess the project need (5 points)
- Property to be rehabilitated is in a condition suitable for rehabilitation (5 points)
- Property is ready for work to commence upon approval of loan application (5 points)

Proposed work (maximum 30 points):

- Project addresses code violations (10 points)
- Project addresses known health and safety and/or structural issues (10 points)
- Project addresses at least one of the priority project types listed in the application (5 points)
- Project includes energy efficiency improvements (5 points)

Community Benefit (maximum 35 points)

- Project proposes to utilize local resources (materials/labor) to complete the project (10 points)
- Project will provide benefit to improving overall conditions of the neighborhood in which it is located (10 points)
- Project is located within a target area-residential neighborhood consisting of 50% or greater owner-occupied homes (15 points)

TOTAL APPLICATION SCORE: _____ out of 100

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

| | |
|-----------------------------|-------------|
| Loan amount | \$15,000.00 |
| Annual interest rate | 4.00% |
| Loan period in years | 5 |
| Number of payments per year | 12 |
| Start date of loan | 4/16/2020 |
| Optional extra payments | |

LOAN SUMMARY

| | |
|------------------------------|------------|
| Scheduled payment | \$276.25 |
| Scheduled number of payments | 60 |
| Actual number of payments | 60 |
| Total early payments | \$0.00 |
| Total interest | \$1,574.87 |

| | |
|-------------|-----------------|
| LENDER NAME | City of Oelwein |
|-------------|-----------------|

| PMT NO | PAYMENT DATE | BEGINNING BALANCE | SCHEDULED PAYMENT | EXTRA PAYMENT | TOTAL PAYMENT | PRINCIPAL | INTEREST | ENDING BALANCE | CUMULATIVE INTEREST |
|--------|--------------|-------------------|-------------------|---------------|---------------|-----------|----------|----------------|---------------------|
| 1 | 4/16/2020 | \$15,000.00 | \$276.25 | \$0.00 | \$276.25 | \$226.25 | \$50.00 | \$14,773.75 | \$50.00 |
| 2 | 5/16/2020 | \$14,773.75 | \$276.25 | \$0.00 | \$276.25 | \$227.00 | \$49.25 | \$14,546.75 | \$99.25 |
| 3 | 6/16/2020 | \$14,546.75 | \$276.25 | \$0.00 | \$276.25 | \$227.76 | \$48.49 | \$14,318.99 | \$147.74 |
| 4 | 7/16/2020 | \$14,318.99 | \$276.25 | \$0.00 | \$276.25 | \$228.52 | \$47.73 | \$14,090.47 | \$195.46 |
| 5 | 8/16/2020 | \$14,090.47 | \$276.25 | \$0.00 | \$276.25 | \$229.28 | \$46.97 | \$13,861.19 | \$242.43 |
| 6 | 9/16/2020 | \$13,861.19 | \$276.25 | \$0.00 | \$276.25 | \$230.04 | \$46.20 | \$13,631.15 | \$288.64 |
| 7 | 10/16/2020 | \$13,631.15 | \$276.25 | \$0.00 | \$276.25 | \$230.81 | \$45.44 | \$13,400.34 | \$334.07 |
| 8 | 11/16/2020 | \$13,400.34 | \$276.25 | \$0.00 | \$276.25 | \$231.58 | \$44.67 | \$13,168.76 | \$378.74 |
| 9 | 12/16/2020 | \$13,168.76 | \$276.25 | \$0.00 | \$276.25 | \$232.35 | \$43.90 | \$12,936.41 | \$422.64 |
| 10 | 1/16/2021 | \$12,936.41 | \$276.25 | \$0.00 | \$276.25 | \$233.13 | \$43.12 | \$12,703.28 | \$465.76 |
| 11 | 2/16/2021 | \$12,703.28 | \$276.25 | \$0.00 | \$276.25 | \$233.90 | \$42.34 | \$12,469.38 | \$508.10 |
| 12 | 3/16/2021 | \$12,469.38 | \$276.25 | \$0.00 | \$276.25 | \$234.68 | \$41.56 | \$12,234.69 | \$549.67 |
| 13 | 4/16/2021 | \$12,234.69 | \$276.25 | \$0.00 | \$276.25 | \$235.47 | \$40.78 | \$11,999.23 | \$590.45 |
| 14 | 5/16/2021 | \$11,999.23 | \$276.25 | \$0.00 | \$276.25 | \$236.25 | \$40.00 | \$11,762.98 | \$630.45 |
| 15 | 6/16/2021 | \$11,762.98 | \$276.25 | \$0.00 | \$276.25 | \$237.04 | \$39.21 | \$11,525.94 | \$669.66 |
| 16 | 7/16/2021 | \$11,525.94 | \$276.25 | \$0.00 | \$276.25 | \$237.83 | \$38.42 | \$11,288.11 | \$708.08 |
| 17 | 8/16/2021 | \$11,288.11 | \$276.25 | \$0.00 | \$276.25 | \$238.62 | \$37.63 | \$11,049.49 | \$745.70 |
| 18 | 9/16/2021 | \$11,049.49 | \$276.25 | \$0.00 | \$276.25 | \$239.42 | \$36.83 | \$10,810.08 | \$782.54 |
| 19 | 10/16/2021 | \$10,810.08 | \$276.25 | \$0.00 | \$276.25 | \$240.21 | \$36.03 | \$10,569.86 | \$818.57 |
| 20 | 11/16/2021 | \$10,569.86 | \$276.25 | \$0.00 | \$276.25 | \$241.01 | \$35.23 | \$10,328.85 | \$853.80 |
| 21 | 12/16/2021 | \$10,328.85 | \$276.25 | \$0.00 | \$276.25 | \$241.82 | \$34.43 | \$10,087.03 | \$888.23 |
| 22 | 1/16/2022 | \$10,087.03 | \$276.25 | \$0.00 | \$276.25 | \$242.62 | \$33.62 | \$9,844.40 | \$921.86 |
| 23 | 2/16/2022 | \$9,844.40 | \$276.25 | \$0.00 | \$276.25 | \$243.43 | \$32.81 | \$9,600.97 | \$954.67 |
| 24 | 3/16/2022 | \$9,600.97 | \$276.25 | \$0.00 | \$276.25 | \$244.24 | \$32.00 | \$9,356.73 | \$986.67 |
| 25 | 4/16/2022 | \$9,356.73 | \$276.25 | \$0.00 | \$276.25 | \$245.06 | \$31.19 | \$9,111.67 | \$1,017.86 |
| 26 | 5/16/2022 | \$9,111.67 | \$276.25 | \$0.00 | \$276.25 | \$245.88 | \$30.37 | \$8,865.79 | \$1,048.24 |
| 27 | 6/16/2022 | \$8,865.79 | \$276.25 | \$0.00 | \$276.25 | \$246.70 | \$29.55 | \$8,619.10 | \$1,077.79 |
| 28 | 7/16/2022 | \$8,619.10 | \$276.25 | \$0.00 | \$276.25 | \$247.52 | \$28.73 | \$8,371.58 | \$1,106.52 |
| 29 | 8/16/2022 | \$8,371.58 | \$276.25 | \$0.00 | \$276.25 | \$248.34 | \$27.91 | \$8,123.24 | \$1,134.42 |
| 30 | 9/16/2022 | \$8,123.24 | \$276.25 | \$0.00 | \$276.25 | \$249.17 | \$27.08 | \$7,874.07 | \$1,161.50 |
| 31 | 10/16/2022 | \$7,874.07 | \$276.25 | \$0.00 | \$276.25 | \$250.00 | \$26.25 | \$7,624.06 | \$1,187.75 |

| PMT NO | PAYMENT DATE | BEGINNING BALANCE | SCHEDULED PAYMENT | EXTRA PAYMENT | TOTAL PAYMENT | PRINCIPAL | INTEREST | ENDING BALANCE | CUMULATIVE INTEREST | Item 6. |
|--------|--------------|-------------------|-------------------|---------------|---------------|-----------|----------|----------------|---------------------|---------|
| 32 | 11/16/2022 | \$7,624.06 | \$276.25 | \$0.00 | \$276.25 | \$250.83 | \$25.41 | \$7,373.23 | \$1,213.16 | |
| 33 | 12/16/2022 | \$7,373.23 | \$276.25 | \$0.00 | \$276.25 | \$251.67 | \$24.58 | \$7,121.56 | \$1,237.74 | |
| 34 | 1/16/2023 | \$7,121.56 | \$276.25 | \$0.00 | \$276.25 | \$252.51 | \$23.74 | \$6,869.05 | \$1,261.48 | |
| 35 | 2/16/2023 | \$6,869.05 | \$276.25 | \$0.00 | \$276.25 | \$253.35 | \$22.90 | \$6,615.70 | \$1,284.37 | |
| 36 | 3/16/2023 | \$6,615.70 | \$276.25 | \$0.00 | \$276.25 | \$254.20 | \$22.05 | \$6,361.50 | \$1,306.43 | |
| 37 | 4/16/2023 | \$6,361.50 | \$276.25 | \$0.00 | \$276.25 | \$255.04 | \$21.21 | \$6,106.46 | \$1,327.63 | |
| 38 | 5/16/2023 | \$6,106.46 | \$276.25 | \$0.00 | \$276.25 | \$255.89 | \$20.35 | \$5,850.57 | \$1,347.99 | |
| 39 | 6/16/2023 | \$5,850.57 | \$276.25 | \$0.00 | \$276.25 | \$256.75 | \$19.50 | \$5,593.82 | \$1,367.49 | |
| 40 | 7/16/2023 | \$5,593.82 | \$276.25 | \$0.00 | \$276.25 | \$257.60 | \$18.65 | \$5,336.22 | \$1,386.13 | |
| 41 | 8/16/2023 | \$5,336.22 | \$276.25 | \$0.00 | \$276.25 | \$258.46 | \$17.79 | \$5,077.76 | \$1,403.92 | |
| 42 | 9/16/2023 | \$5,077.76 | \$276.25 | \$0.00 | \$276.25 | \$259.32 | \$16.93 | \$4,818.44 | \$1,420.85 | |
| 43 | 10/16/2023 | \$4,818.44 | \$276.25 | \$0.00 | \$276.25 | \$260.19 | \$16.06 | \$4,558.25 | \$1,436.91 | |
| 44 | 11/16/2023 | \$4,558.25 | \$276.25 | \$0.00 | \$276.25 | \$261.05 | \$15.19 | \$4,297.20 | \$1,452.10 | |
| 45 | 12/16/2023 | \$4,297.20 | \$276.25 | \$0.00 | \$276.25 | \$261.92 | \$14.32 | \$4,035.27 | \$1,466.43 | |
| 46 | 1/16/2024 | \$4,035.27 | \$276.25 | \$0.00 | \$276.25 | \$262.80 | \$13.45 | \$3,772.48 | \$1,479.88 | |
| 47 | 2/16/2024 | \$3,772.48 | \$276.25 | \$0.00 | \$276.25 | \$263.67 | \$12.57 | \$3,508.80 | \$1,492.45 | |
| 48 | 3/16/2024 | \$3,508.80 | \$276.25 | \$0.00 | \$276.25 | \$264.55 | \$11.70 | \$3,244.25 | \$1,504.15 | |
| 49 | 4/16/2024 | \$3,244.25 | \$276.25 | \$0.00 | \$276.25 | \$265.43 | \$10.81 | \$2,978.82 | \$1,514.96 | |
| 50 | 5/16/2024 | \$2,978.82 | \$276.25 | \$0.00 | \$276.25 | \$266.32 | \$9.93 | \$2,712.50 | \$1,524.89 | |
| 51 | 6/16/2024 | \$2,712.50 | \$276.25 | \$0.00 | \$276.25 | \$267.21 | \$9.04 | \$2,445.29 | \$1,533.93 | |
| 52 | 7/16/2024 | \$2,445.29 | \$276.25 | \$0.00 | \$276.25 | \$268.10 | \$8.15 | \$2,177.20 | \$1,542.09 | |
| 53 | 8/16/2024 | \$2,177.20 | \$276.25 | \$0.00 | \$276.25 | \$268.99 | \$7.26 | \$1,908.21 | \$1,549.34 | |
| 54 | 9/16/2024 | \$1,908.21 | \$276.25 | \$0.00 | \$276.25 | \$269.89 | \$6.36 | \$1,638.32 | \$1,555.70 | |
| 55 | 10/16/2024 | \$1,638.32 | \$276.25 | \$0.00 | \$276.25 | \$270.79 | \$5.46 | \$1,367.53 | \$1,561.16 | |
| 56 | 11/16/2024 | \$1,367.53 | \$276.25 | \$0.00 | \$276.25 | \$271.69 | \$4.56 | \$1,095.84 | \$1,565.72 | |
| 57 | 12/16/2024 | \$1,095.84 | \$276.25 | \$0.00 | \$276.25 | \$272.60 | \$3.65 | \$823.25 | \$1,569.38 | |
| 58 | 1/16/2025 | \$823.25 | \$276.25 | \$0.00 | \$276.25 | \$273.50 | \$2.74 | \$549.75 | \$1,572.12 | |
| 59 | 2/16/2025 | \$549.75 | \$276.25 | \$0.00 | \$276.25 | \$274.42 | \$1.83 | \$275.33 | \$1,573.95 | |
| 60 | 3/16/2025 | \$275.33 | \$276.25 | \$0.00 | \$275.33 | \$274.41 | \$0.92 | \$0.00 | \$1,574.87 | |

RESOLUTION NO. ____

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Wings East Pavement Improvements Project

WHEREAS, the City Council of the City of Oelwein, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Wings East Pavement Improvements Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on June 8, 2020;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 8, 2020.

Mayor

Attest:

City Clerk

RESOLUTION NO. ____

Resolution awarding contract for the Wings East Pavement Improvements Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Oelwein, Iowa, and as required by law, bids and proposals were received by this Council for the Wings East Pavement Improvements Project (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the Council, and is the lowest responsible bid received, such bid being as follows:

| <u>Name and Address of Contractor</u> | <u>Amount of Bid</u> |
|---------------------------------------|----------------------|
| _____ | \$ _____ |
| _____ | |
| _____ | |
| _____ | |

Section 1. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 2. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, said contract not to be binding until approved by resolution of this Council.

Section 3. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

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

Passed and approved June 8, 2020.

Mayor

Attest:

City Clerk

June 3, 2020

Mayor and City Council

City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

Wings East Pavement Improvements Project – Recommendation of Award

FOX Ref No: 1022-18A.440

Dear Mayor and City Council:

The City of Oelwein received bids on June 2, 2020, for the **Wings East Pavement Improvements Project**. The project consists of a 3.5-inch HMA overlay on portions of 12th Ave NE, 13th Ave NE, 2nd St NE, and 3rd St NE. The project also includes a full depth PCC replacement for portions of 3rd St NE and 13th Ave NE. There will also be pavement removal and replacement of select driveways and sidewalks. Portions of storm sewer and subdrain will be installed as well. Erosion control, traffic control and permanent seeding will also be included in this project. The total length of improvements is approximately 0.6 miles.

The Public Hearing will be held on Monday June 8, 2020, to approve the plans, specifications, form of contract, and estimated total cost of the project as required by Iowa Code Chapter 26.12. The City has published the notice for the public hearing as required by Iowa Code Chapter 362.3. The City must record its decision to approve the items considered at the public hearing by resolution. After the City Council passes a resolution to award the proposed contract, the City will send 2 originals of the unsigned contract to the low bidder.

The City received 7 apparent bids on the project. The Engineer’s opinion of probable construction cost without contingency was \$462,000.00. The bids ranged from a high of \$503,587.85 to a low of \$441,953.00. A Bid Tabulation is enclosed for your reference. Following is the list of apparent bids:

- LODGE CONSTRUCTION, INC. \$441,953.00
- HEARTLAND ASPHALT \$447,175.60
- KLUESNER CONSTRUCTION, INC. \$449,388.50
- EASTERN IOWA EXCAVATING & CONCRETE LLC \$458,693.75
- BAKER ENTERPRISES \$464,641.00
- PIRC-TOBIN \$473,661.20
- TSCHIGGFRIE EXCAVATING CO. \$503,587.85

Lodge Construction, Inc. of Clarksville, IA, submitted the low bid of **\$441,953.00**. The low bid is \$20,047.00 below the Engineer’s opinion (4.3% below).

Lodge Construction has constructed multiple projects in communities around Oelwein, including, Charles City, Waverly, and Waterloo. Recently in Waverly they have completed a riverbank and storm sewer improvement project. Currently, in Waterloo they are constructing a street and sewer reconstruction in which they are doing the removals, grading, storm sewer, and tile work. Please see the attached letter from the Worth County Board of Supervisors in regard to Lodge Construction’s work on a triple cell box culvert replacement project.

FOX contacted Lodge Construction, Inc. to discuss their bid, schedule, and similar projects that they have completed. Lodge Construction believes their bid is reasonable and has found no errors or omissions. They have no concerns with their current workload or schedule that would be a hindrance to getting this job completed on schedule. After the project is awarded, Lodge Construction will be working with their sub-contractors on a detailed schedule, but for now anticipate starting construction soon after the July 4th holiday.

Lodge Construction plans to complete the storm sewer, topsoil, earthwork, subgrade preparation, and removals. Lodge Construction plans to use sub-contractors to complete portions of the work as follows:

- Heartland Asphalt: HMA Paving
- E&F Paving Co: Sidewalk and Curb and Gutter
- Tiedt Nursery: Seeding
- Iowa Plains: Traffic Control

To evaluate their Bid we discussed their current projects and reviewed their performance on previous projects. FOX has contacted the City of Waterloo and the City of Charles City to discuss past projects Lodge Construction has completed in their communities. Both cities expressed that they were a good contractor to work with and would work with them in the future if possible. In Waterloo, they worked well with the public and provided ample notification to residences impacted by construction.

Lodge Construction was incorporated in January of 2015, and completed six million dollars worth of projects last year. Based on these investigations, we believe Lodge Construction, Inc. has the practical knowledge of the work, adequate equipment and personnel, sufficient schedule, and financial resources to complete the work.

Therefore, FOX recommends that the Wings East Pavement Improvements Project be awarded to Lodge Construction, Inc. for their Total Bid of **\$441,953.00** plus Bid Alternates if desired by Council.

In addition to the base bid, this project included two Bid Alternates. Bid Alternate 1 is for a Driveway Edge Notch. In this Alternate the contractor will mill a 1-inch deep longitudinal notch at each residential driveway for the HMA overlay to abut directly to the existing driveway pavement. This will provide greater pavement strength and decrease the likelihood of edge raveling at the driveways. The base bid has the driveway connections being feathered with a sand seal to match the existing driveway pavement.

Bid Alternate 2 is for the contractor to sand seal the edges of the HMA overlay along the existing curb for the entire overlay. This work involves installing emulsified asphalt topped with sand at the junction of where the HMA overlay meets the existing back of curb. The sand seal keeps water out of the pavement section by filling fine cracks. This process has a life expectancy of 3 to 5 years, so the City should plan to re-seal periodically if this option is chosen.

FOX discussed the two Bid Alternates with City Staff, and they recommend construction of Bid Alternate 1 – Driveway Edge Notch. Staff indicated that they have the patching material needed to repair an Edge Notch construction and not the sand seal.

According to bidding documents, the Council has the following options:

- Option 1: Award the Base Bid to Lodge Construction for \$441,953.00
- Option 2: Award the Base Bid and Bid Alternate 1 (Driveway Edge Notch for \$6,718.40) to Lodge Construction for \$448,671.40
- Option 3: Award the Base Bid and Bid Alternate 2 (Sand Seal for \$4,209.00) to Lodge Construction for \$446,162.00
- Option 4: Award the Base Bid and Bid Alternates 1 and 2 to Lodge Construction for \$452,880.40
- Option 5: Other Recommendation by Council

We believe Lodge Construction's bid represents the lowest responsive, responsible bid for the project and is in the best interest of the project. Prior to the City of Oelwein approving the contract, the City's insurance counsel should review the contractor's insurance certificates and performance and maintenance bonds for conformance with the City of Oelwein requirements.

We have enclosed the Notice of Award for your use. If approved, please sign and return to FOX Engineering. FOX will then execute the contract documents. Please contact us with any questions or comments regarding this recommendation.

Sincerely,
FOX Engineering Associates, Inc.

John Gade, P.E.

John Gade, P.E.

*Attachments: Worth County Letter
Bid Tabulation
Notice of Award*



**OFFICE OF
WORTH COUNTY BOARD OF SUPERVISORS**

Merlin Bartz, Chairperson
Kenneth J. Abrams, Vice-Chairperson
Mark Smeby, Supervisor

**1000 CENTRAL AVE
NORTHWOOD, IA 50459**

**PHONE 641-324-3630
FAX 641-324-3682**

October 6, 2017

Steve Lodge
Lodge Construction, Inc.
P.O. Box 459
Clarksville, IA 50619

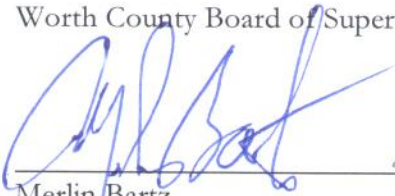
Steve:

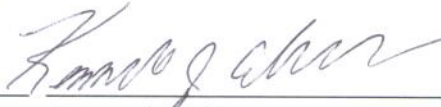
The Worth County Board of Supervisors would like to thank you for your work on Project L-C098(355610)—73-98. Specifically the speed at which you closed the road, performed the construction and opened back to traffic is commendable. We are pleased the project was completed in the time frame required and the residents that use the road are happy it is back in service.


Once again thank you!

Sincerely,

Worth County Board of Supervisors


Merlin Bartz
Chairperson


Kenneth J. Abrams
Vice-Chairperson


Mark Smeby
Supervisor

BID TABULATION

BID DATE: June 2, 2020
 FOX PN: 1022-18A

| ITEM NO. | DESCRIPTION | CONTRACTORS: | | Engineer's Opinion Probable Cost | | Pirc-Tobin Construction, Inc PO Box 160 Albernett, IA 52202 | | Tschiggfrie Excavating 425 Julien Dubuque Drive Dubuque, IA 52003 | |
|----------|--|--------------|------|-------------------------------------|----------------------|---|--------------|---|--------------|
| | | UNITS | QTY | UNIT PRICE | TOTAL PRICE | | | | |
| | CHECK OR BID BOND | | | | | | | | |
| | DIVISION 1 - GENERAL (NOT USED) | | | | | | | | |
| | DIVISION 2 - EARTHWORK | | | | | | | | |
| 2.01 | TOPSOIL, ON-SITE | CY | 147 | \$ 30.00 | \$ 4,410.00 | \$ 32.00 | \$ 4,704.00 | \$ 50.00 | \$ 7,350.00 |
| 2.02 | EXCAVATION, ON-SITE | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 5,800.00 | \$ 5,800.00 | \$ 29,000.00 | \$ 29,000.00 |
| 2.03 | SUBGRADE PREPARATION, 6-INCH | SY | 2000 | \$ 6.00 | \$ 12,000.00 | \$ 0.95 | \$ 1,900.00 | \$ 1.60 | \$ 3,200.00 |
| 2.04 | SUBBASE, MODIFIED, 6-INCH | SY | 2000 | \$ 8.50 | \$ 17,000.00 | \$ 7.00 | \$ 14,000.00 | \$ 6.20 | \$ 12,400.00 |
| | DIVISION 3 - TRENCH EXCAVATION AND BACKFILL | | | | | | | | |
| 3.01 | TRENCH FOUNDATION | TON | 50 | \$ 20.00 | \$ 1,000.00 | \$ 26.00 | \$ 1,300.00 | \$ 41.00 | \$ 2,050.00 |
| | DIVISION 4 - SEWERS AND DRAINS | | | | | | | | |
| 4.01 | STORM SEWER, TRENCHED, 15-INCH, AS SUBDRAIN | LF | 189 | \$ 70.00 | \$ 13,230.00 | \$ 78.00 | \$ 14,742.00 | \$ 49.00 | \$ 9,261.00 |
| 4.02 | STORM SEWER, TRENCHED, 15-INCH | LF | 168 | \$ 65.00 | \$ 10,920.00 | \$ 48.00 | \$ 8,064.00 | \$ 45.00 | \$ 7,560.00 |
| 4.03 | FOOTING DRAIN COLLECTOR, PVC, 4-INCH | LF | 77 | \$ 20.00 | \$ 1,540.00 | \$ 20.50 | \$ 1,578.50 | \$ 26.00 | \$ 2,002.00 |
| 4.04 | FOOTING DRAIN CLEANOUT, PVC, 4-INCH | EA | 1 | \$ 1,000.00 | \$ 1,000.00 | \$ 400.00 | \$ 400.00 | \$ 350.00 | \$ 350.00 |
| 4.05 | FOOTING DRAIN CONNECTION | EA | 2 | \$ 800.00 | \$ 1,600.00 | \$ 62.50 | \$ 125.00 | \$ 470.00 | \$ 940.00 |
| | DIVISION 5 - WATER MAIN & APPURTENANCES (NOT USED) | | | | | | | | |
| | DIVISION 6 - STRUCTURES FOR SANITARY & STORM SEWERS | | | | | | | | |
| 6.01 | INTAKE, SW-501 | EA | 4 | \$ 3,500.00 | \$ 14,000.00 | \$ 3,100.00 | \$ 12,400.00 | \$ 3,200.00 | \$ 12,800.00 |
| 6.02 | CONNECTION TO EXISTING INTAKE | EA | 2 | \$ 1,500.00 | \$ 3,000.00 | \$ 918.00 | \$ 1,836.00 | \$ 620.00 | \$ 1,240.00 |
| | DIVISION 7 - STREETS AND RELATED WORK | | | | | | | | |
| 7.01 | CURB AND GUTTER, 36-INCH WIDTH, 7-INCH THICKNESS | LF | 770 | \$ 30.00 | \$ 23,100.00 | \$ 33.50 | \$ 25,795.00 | \$ 45.00 | \$ 34,650.00 |
| 7.02 | PAVEMENT, HMA 7-INCH | SY | 1575 | \$ 44.00 | \$ 69,300.00 | \$ 46.00 | \$ 72,450.00 | \$ 39.00 | \$ 61,425.00 |
| 7.03 | HMA PAVEMENT SAMPLES AND TESTING | LS | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 1,100.00 | \$ 1,100.00 | \$ 560.00 | \$ 560.00 |
| 7.04 | HMA OVERLAY, LEVELING COURSE | TONS | 450 | \$ 115.00 | \$ 51,750.00 | \$ 130.00 | \$ 58,500.00 | \$ 111.87 | \$ 50,341.50 |
| 7.05 | HMA OVERLAY, 1.0-INCH, INTERLAYER | SY | 7240 | \$ 6.50 | \$ 47,060.00 | \$ 10.00 | \$ 72,400.00 | \$ 7.50 | \$ 54,300.00 |
| 7.06 | HMA OVERLAY, 1.5-INCH, SURFACE COURSE | SY | 8350 | \$ 7.20 | \$ 60,120.00 | \$ 10.00 | \$ 83,500.00 | \$ 8.30 | \$ 69,305.00 |
| 7.07 | REMOVAL OF DRIVEWAY | SY | 113 | \$ 10.00 | \$ 1,130.00 | \$ 15.00 | \$ 1,695.00 | \$ 9.40 | \$ 1,062.20 |
| 7.08 | REMOVAL OF SIDEWALK | SY | 216 | \$ 10.00 | \$ 2,160.00 | \$ 7.20 | \$ 1,555.20 | \$ 6.80 | \$ 1,468.80 |
| 7.09 | REMOVAL OF CURB | LF | 4 | \$ 10.00 | \$ 40.00 | \$ 42.50 | \$ 170.00 | \$ 120.00 | \$ 480.00 |
| 7.10 | SIDEWALK, PCC, 4-INCH | SY | 151 | \$ 60.00 | \$ 9,060.00 | \$ 44.50 | \$ 6,719.50 | \$ 73.00 | \$ 11,023.00 |
| 7.11 | SIDEWALK RAMP, PCC, 6-INCH | SY | 82 | \$ 65.00 | \$ 5,330.00 | \$ 78.00 | \$ 6,396.00 | \$ 96.00 | \$ 7,872.00 |
| 7.12 | DETECTABLE WARNINGS | SF | 144 | \$ 65.00 | \$ 9,360.00 | \$ 56.00 | \$ 8,064.00 | \$ 33.00 | \$ 4,752.00 |
| 7.13 | DRIVEWAY, PAVED, PCC, 6-INCH | SY | 113 | \$ 80.00 | \$ 9,040.00 | \$ 56.00 | \$ 6,328.00 | \$ 76.00 | \$ 8,588.00 |
| 7.14 | SUBBASE OVER-EXCAVATION | TON | 200 | \$ 25.00 | \$ 5,000.00 | \$ 25.00 | \$ 5,000.00 | \$ 38.00 | \$ 7,600.00 |
| 7.15 | MILLING | SY | 155 | \$ 20.00 | \$ 3,100.00 | \$ 44.50 | \$ 6,897.50 | \$ 42.95 | \$ 6,657.25 |
| 7.16 | PAVEMENT REMOVAL | SY | 2466 | \$ 10.00 | \$ 24,660.00 | \$ 4.80 | \$ 11,836.80 | \$ 9.10 | \$ 22,440.60 |
| | DIVISION 8 - TRAFFIC SIGNALS | | | | | | | | |
| 8.01 | TEMPORARY TRAFFIC CONTROL | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 4,200.00 | \$ 4,200.00 | \$ 3,800.00 | \$ 3,800.00 |
| | DIVISION 9 - SITE WORK & LANDSCAPING | | | | | | | | |
| 9.01 | HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING | AC | 0.50 | \$ 6,000.00 | \$ 3,000.00 | \$ 5,600.00 | \$ 2,800.00 | \$ 4,500.00 | \$ 2,250.00 |
| 9.02 | FILTER SOCK, 8-INCH | LF | 163 | \$ 10.00 | \$ 1,630.00 | \$ 5.60 | \$ 912.80 | \$ 3.40 | \$ 554.20 |
| 9.03 | FILTER SOCKS, REMOVAL | LF | 163 | \$ 5.00 | \$ 815.00 | \$ 2.80 | \$ 456.40 | \$ 2.10 | \$ 342.30 |
| | DIVISION 10 - DEMOLITION (NOT USED) | | | | | | | | |
| | DIVISION 11 - MISCELLANEOUS | | | | | | | | |
| 11.01 | MOBILIZATION | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 58,600.00 | \$ 58,600.00 |
| 11.02 | MAINTENANCE OF SOLID WASTE COLLECTION | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 500.00 | \$ 500.00 |
| 11.03 | CONCRETE WASHOUT | LS | 1 | \$ 500.00 | \$ 500.00 | \$ 788.00 | \$ 788.00 | \$ 200.00 | \$ 200.00 |
| | DIVISION 12 - SPECIALTY ITEMS | | | | | | | | |
| 12.01 | GRANULAR SURFACING, CLASS A | TON | 31 | \$ 40.00 | \$ 1,240.00 | \$ 23.50 | \$ 728.50 | \$ 23.00 | \$ 713.00 |
| 12.02 | PERMANENT SIGNAGE | EA | 9 | \$ 200.00 | \$ 1,800.00 | \$ 150.00 | \$ 1,350.00 | \$ 140.00 | \$ 1,260.00 |
| 12.03 | FIXTURE ADJUSTMENTS | EA | 7 | \$ 500.00 | \$ 3,500.00 | \$ 167.00 | \$ 1,169.00 | \$ 670.00 | \$ 4,690.00 |
| | Total | | | \$ 461,895.00 | \$ 473,661.20 | \$ 503,587.85 | | | |
| | BID ALTERNATE 1 | | | | | | | | |
| 1.01 | DRIVEWAY EDGE NOTCH | LF | 646 | \$ 15.00 | \$ 9,690.00 | \$ 15.50 | \$ 10,113.00 | \$ 11.00 | \$ 7,106.00 |
| | BID ALTERNATE 2 | | | | | | | | |
| 2.01 | SAND SEAL | LF | 4209 | \$ 1.00 | \$ 4,209.00 | \$ 2.20 | \$ 9,259.80 | \$ 0.96 | \$ 4,040.64 |
| | Total | | | \$ 492,934.00 | \$ 514,734.49 | | | | |

NOTICE OF AWARD

Date of Issuance: **June 2, 2020**

Owner: **City of Oelwein**

Owner's Contract No.:

Engineer: **FOX Engineering**

Engineer's Project No.: **1022-18A**

Project: **Wings East Pavement Improvements Project**

Bidder: **Lodge Construction, Inc.**

Bidder's Address: **PO Box 459 Clarksville, IA 50619**

TO BIDDER:

You are notified that Owner has accepted your Bid dated June 2, 2020, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the project: **Wings East Pavement Improvements Project**.

The Contract Price of the awarded Contract is: **\$441,953.00**

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [Bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
 - a. Before you may start work at site; paragraph 2.01.B of the General Conditions provides that you must deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
 - b. Paragraph 2.03 states that before starting construction, a preliminary progress schedule, a preliminary schedule of submittals, and a preliminary schedule of values are required.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

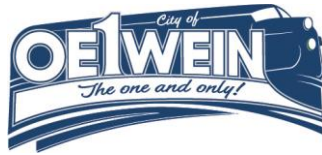
By:

Title: _____



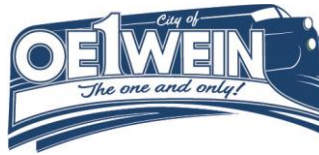
Oelwein Fee Schedule
Adopted by Resolution

| City Hall | | |
|---------------------------------|--|---|
| Description | Detail | Amount |
| Research | Conducting Research for Public | Staff time calculated to the quarter hour at \$30.00 per hour |
| Open Records Request | Labor | Staff time calculated to the quarter hour at \$30.00 per hour |
| Special Session Council Meeting | Request for a special council meeting by an outside organization | \$50 per council member and \$50 administration fee |
| Copies | | \$1.00 |
| Color Copies | | \$2.00 |
| | | |
| Photo Copy | | \$0.25 per page |
| Cigarette Permit | | \$75.00 |
| Peddler Permit | | \$35.00 |
| Bank Return Fees | | \$30.00 |
| Notary Service | Resident | N/C |
| | Non-Resident | \$10.00 |
| Video/Audio Tape Copy | | \$25.00 |
| Food Truck Permit | One Day | \$25.00 |
| | One Week | \$50.00 |
| | One Month | \$100.00 |
| | One Year | \$250.00 |
| Food Truck Electricity | One Year | \$20.00 |
| | | |
| Sidewalk Café Permit | One Year | \$25.00 |



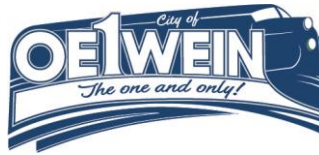
Oelwein Fee Schedule
Adopted by Resolution

| Police | | | |
|---|---|--------------------------------------|---|
| Description | Detail | | Amount |
| Alarm responses determined to be false | first & second in 12 month period | | No Charge |
| | 3rd false alarm in 12 month period | | \$50.00 |
| | 4th & subsequent with 12 months | | \$75.00 |
| Delivery of public crime or accident reports | | | |
| | Reports | | \$15.00 |
| | Copy of audio or video | | \$25.00 |
| | Copy of computer disc evidence | | \$25.00 |
| | Duplicate copy of digital photos | | \$10.00 per page |
| Fingerprinting | | | \$15.00 |
| Subpoena and Warrant Return | Mileage reflects IRS standard mileage | | \$35.00 – 1 mile min. plus \$.50 per copy |
| Service of Court Order (ie. Writ or No Contact Order) | Mileage reflects IRS standard mileage | | \$35.00 – 1 mile min. plus \$.50 per copy |
| Animal License by Dog Type (American Kennel Club Breeds by size, mixed breed based on weight) | License Fee for spayed/neutered and chipped dog | License Fee for sprayed/neutered dog | License fee for dog |
| Giant – 75 plus pounds | \$10.00 | \$25.00 | \$50.00 |
| Large – 55-85 pounds | \$10.00 | \$25.00 | \$50.00 |
| Medium – 35-65 pounds | \$10.00 | \$20.00 | \$40.00 |
| Small – 7-35 pounds | \$10.00 | \$20.00 | \$40.00 |
| Toy – 2-9 pounds | \$10.00 | \$20.00 | \$40.00 |
| | Replacement Tag | | \$1.00 |
| | Delinquent License (add'l) | | \$5.00 |
| | Animal Impound Fee | | \$20.00 |
| Bicycle | Tag | | \$3.00 |
| | Replacement Tag | | \$1.00 |
| Parking Tickets | Parking Ticket | | \$25.00 |
| | Handicap Parking Ticket | | \$200.00 |
| Vehicle | Impound Fee | | \$75.00 |
| | Storage | | \$25.00/day |
| Officer Present for Abatement Clean-up | Court ordered clean-up | | \$150.00/hour |



Oelwein Fee Schedule
Adopted by Resolution

| | | |
|--------------------------------|--|--------------------------------|
| Police Officer traffic control | Fire or disaster traffic control | \$50.00/hour |
| Police vehicle traffic control | Fire or disaster traffic control | \$75.00/hour |
| Expert Witness Fee | Officers subpoena for testimony for a non-criminal court hearing (ie. divorce hearing, civil suit etc..) | \$150.00/hour two hour minimum |
| Fireworks | Permit Fee (Selling) | \$100.00 |
| Fireworks | Annual Inspection (Selling) | \$200.00 |
| Display Permit | Providing a show | \$200.00 |



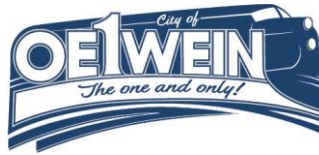
Oelwein Fee Schedule
Adopted by Resolution

| Fire Department | | |
|------------------------|----------------------------|---|
| Description | Detail | Amount |
| Equipment | Aerial | \$350.00 per hour |
| Equipment | Pumper | \$200.00 per hour |
| Equipment | Water Tanker | \$150.00 per hour |
| Equipment | Rescue Truck | \$250.00 per hour |
| Equipment | Pickup | \$100.00 per hour |
| Equipment | Special Operations Truck | \$100.00 per hour |
| Personnel | Firefighter | \$25.00 per hour |
| Incident Report | | \$10.00 |
| Burning Permit | Outside of open burning | \$25.00 |
| Hazardous Spill | Per Vehicle/Per Hour | Per Vehicle/Per Hour |
| Hazardous Spill | Per Individual/Per Hour | Per Person/Per Hour |
| Extrication | | Per Vehicle/Per Hour |
| Extrication | | Per Person/Per Hour |
| Damaged Equipment | | Billed at replacement cost |
| Equipment Cleaning | | Billed at parts and labor cost |
| False Alarms | | First and second in 12 months no charge Third \$50.00 Fourth and Proceeding \$75.00 |
| Lockouts | Home and Business. | \$100.00 non emergency |
| Burning Complaint | First and second no charge | Third \$50.00 Fourth and Proceeding \$75.00 |
| Carbon Monoxide | | \$45.00 |



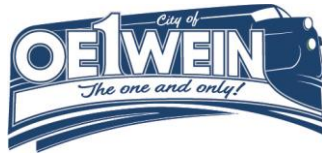
Oelwein Fee Schedule
Adopted by Resolution

| Building Official/Code Enforcement | | |
|---|------------------------------------|---|
| Description | Detail | Amount |
| Official Present for abatement clean-up | Court ordered clean-up inspection | \$150.00/hour |
| Preliminary Plat Fee | | \$50.00 |
| Final Plat | | \$100.00 |
| Re-Zoning | | \$75.00 |
| Board of Adjustment | Variance Request | \$75.00 |
| Building Permit | See attached | |
| Temporary Structure | Permit | \$35.00 |
| Lot Mowing | Per Hour, minimum one hour | \$150.00 |
| Snow Removal | Per Hour, minimum one hour | \$150.00 |
| Late Permit Fee | Failure to pull and pay a permit | Doubles the permit fee with a minimum of \$100.00 |
| Stop Work Order | Stopping work because of no permit | \$25.00 |



Oelwein Fee Schedule
Adopted by Resolution

| Rental Inspection | | |
|---|--|---------------|
| Description | Detail | Amount |
| Rental Permit single family housing | Annual | \$85.00 |
| Multi-family housing structure | Annual | \$85.00 |
| Multi-family housing additional number of units | | \$25.00 |
| Initial Inspection | | \$0.00 |
| 2 nd Inspection | 60 days after initial inspection | Pass \$0.00 |
| | | Fail \$100.00 |
| 3 rd Inspection | 15 days after 2 nd inspection Failure of a third inspection results in the pulling of the occupancy permit and being placed on the habitual violator list. The property cannot be rented for six months. | Pass \$0.00 |
| | | Fail \$250.00 |
| Occupancy Renewal Inspection | 6 months after last failed inspection | \$100.00 |
| No show inspection | | \$100.00 |
| 1 st Reschedule | Only allowed before 2 nd inspection 15 day maximum | \$25.00 |
| 2 nd Reschedule | Only allowed before 2 nd inspection 15 day maximum | \$100.00 |
| 1 st Complaint Insp - If founded complaint | | \$25.00 |
| 2 nd Complaint Insp - If founded complaint | | \$50.00 |
| 3 rd or more Complaint Insp - If founded complaint | | \$75.00 |
| Failure to Register Rental Unit | Per day (Maximum \$300) | \$10.00 |
| Appeal | | \$100.00 |
| Vacant Residential | Annual | \$500.00 |
| Vacant Commercial | Annual | \$1,000.00 |
| Vacant Industrial | Annual | \$1,500.00 |
| Failure to Register Vacant Unit | Per Day (Maximum \$300) | \$10.00 |
| Vacant Building 1 st Inspection | | \$0.00 |
| Vacant Building 2 nd Inspection | | Pass \$0.00 |
| | | Fail \$250.00 |



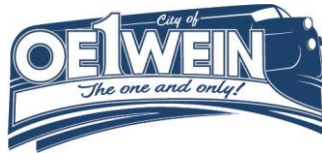
Oelwein Fee Schedule
Adopted by Resolution

| | | |
|---|--|------------------------------|
| Vacant Building 3 rd Inspection and any subsequent inspections | | Pass \$0.00 Fail \$350.00 |
|---|--|------------------------------|



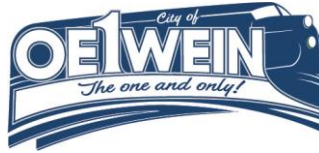
Oelwein Fee Schedule
Adopted by Resolution

| Airport | | |
|-----------------------|---------------|---------------|
| Description | Detail | Amount |
| Airport Hanger (East) | Month Rental | \$65.00 |
| Airport Hanger (West) | Month Rental | \$70.00 |
| Airport Hanger (new) | Month Rental | \$90.00 |
| Community Hanger | Month Rental | \$155.00 |
| Courtesy Car | | |



Oelwein Fee Schedule
Adopted by Resolution

| Library | | |
|--|-------------------------------------|--------------------------------|
| Description | Detail | Amount |
| Replacement Library Card | | \$2.00 |
| Non-Resident Library Card | | \$2.00 |
| Lost item | Retail | Cost of replacement |
| Lost magazine | | \$1.00 |
| Repair damaged item | | \$2.00 |
| Return check | | \$30.00 |
| Return check bank charge-back fee | | \$5.00 |
| Research | postage and copy costs | Cost of consumables |
| Interlibrary Loan postage fee | | \$3.00 |
| Earbuds | | \$2.00 |
| Black and White copies | per page | \$0.20 |
| Color copies | per page | \$0.75 |
| Fax transmission | first page | \$2.00 |
| | each additional page | \$1.00 |
| Fax receiving | first page | \$1.00 |
| | each additional page | \$0.50 |
| Unattended child/in need of caregiver | after library is closed; per minute | \$1.00 |
| Unpaid overdue items submit to Collections | total cost of items minimum of \$25 | \$10.00 |
| Public Photocopies on Rite Price copier | per page | \$0.05 |
| Passport Acceptance Facility | per application | Set by the Department of State |
| Passport Photo | per application | \$15.00 |



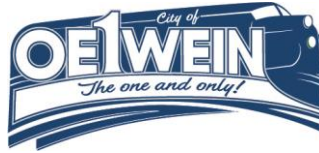
Oelwein Fee Schedule
Adopted by Resolution

| Parks | | |
|--|--------------------------------------|------------------------------------|
| Description | Detail | Amount |
| Campground | | |
| Tent Site | Primitive | \$8.00-max stay 4 consecutive days |
| | Supplementary to RV site | \$6.00 |
| 61 & Under | 30 Amp sites – Daily | \$17.00 |
| | 30 Amp sites – Weekly | \$85.00 (\$12.14 a day) |
| | 30 Amp sites – Monthly (30 Days) | \$310.00 (\$10.33 a day) |
| 61 & Under | 50 Amp sites - Daily | \$20.00 |
| | 50 Amp sites - Weekly | \$100.00 (\$13.57 a day) |
| | 50 Amp sites – Monthly (30 Days) | \$335.00 (\$11.16 a day) |
| Sr. 62+ | 30 Amp sites – Daily | \$15.00 |
| | 30 Amp sites – Weekly | \$80.00 (\$11.42 a day) |
| | 30 Amp sites – Monthly (30 Days) | \$295.00 (\$9.83 a day) |
| | 50 Amp sites – Daily | \$19.00 |
| | 50 Amp sites – Weekly | \$90.00 (12.85 a day) |
| | 50 Amp sites – Monthly (30 Days) | \$325.00 (10.83 a day) |
| Kayak/Paddleboard | One Hour Per Kayak/PB | \$10.00 |
| | Four Hours Per Kayak | \$35.00 |
| | Two or more for four hours per kayak | \$30.00 |
| Box of Wood | | \$5.00 |
| Shelter Rental | Capacity 60-100 | \$25.00 |
| Shelter Rental (Railroad shelter at City Park and new shelter at Platt's Park) | Capacity 200 | \$30.00 |



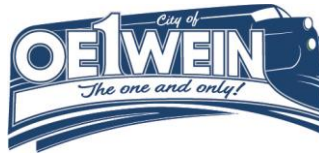
Oelwein Fee Schedule
Adopted by Resolution

| Recreation | | |
|--------------------|------------------------|----------|
| Description | Detail | Amount |
| Flag Football | 1st-4th grade | \$20.00 |
| Volleyball | 3rd-6th grade | \$20.00 |
| Basketball | Kindergarten-6th grade | \$20.00 |
| Dodgeball | 1st-6th | \$15.00 |
| Soccer | Kindergarten-6th grade | \$20.00 |
| Little League | | |
| Blast ball | 3 & 4 year olds | \$15.00 |
| T-ball | Kindergarten | \$20.00 |
| Baseball/Softball | 1st-4th grade Local | \$25.00 |
| Baseball/Softball | 3rd-7th Travel | \$40.00 |
| Tennis | 1st-8th | \$20.00 |
| | | |
| Adult Sports | | |
| Women's Volleyball | Per Team | \$60.00 |
| Coed Volleyball | Per Team | \$60.00 |
| Women's Softball | Per Team | \$200.00 |
| Coed Softball | Per Team | \$200.00 |
| Men's Softball | Per Team | \$225.00 |
| Adult Tennis | Per Individual | \$15.00 |
| Adult Disc Golf | Per Individual | \$15.00 |



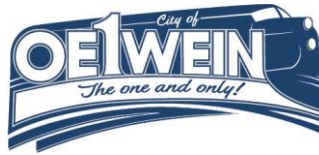
Oelwein Fee Schedule
Adopted by Resolution

| Aquatic Center (Pool) | | |
|--|-------------------------|---|
| Description | Detail | Amount |
| American Red Cross / Learn-to-Swim Classes | | \$30.00 |
| Private Lessons | | \$50.00 |
| Passes | | |
| | Family Pass | \$120.00 up to 5 persons, \$5.00 for each add'l family member |
| | Single Pass 18+ | \$60.00 |
| | Child season Pass 7-17 | \$40.00 |
| | Nany Pass | \$40.00 |
| Daily Admissions: | | |
| | Infant Daily Pass 0-6 | \$1.00 |
| | Student Daily Pass 7-17 | \$3.00 |
| | Adult Daily Pass 18+ | \$3.00 |
| Facility Reservations: | | |
| Pool Party Prices – Including Water Slide | | |
| 1 Hour Pool Party | 1-100 | \$130.00 |
| 1 Hour Pool Party | 100+ | \$170.00 |
| 2 Hour Pool Party | 1-100 | \$150.00 |
| 2 Hour Pool Party | 200+ | \$190.00 |



Oelwein Fee Schedule
Adopted by Resolution

| Cemetery | | |
|------------------------------------|--|---------------------------------|
| Description | Detail | Amount |
| Grave Openings | | |
| Regular Season | | |
| Grave Opening | Weekday opening (Apr 1-Nov 30) | \$600.00 |
| Grave Opening | Infant grave (Apr 1-Nov 30) | \$175.00 |
| Grave Opening | Holidays/Saturdays (Apr 1-Nov 30) | \$800.00 |
| Grave Opening | After hours (Apr 1-Nov 30) | \$750.00 |
| Cremation Opening | Cremation (Apr 1-Nov 30) | \$300.00 |
| Cremation Opening | Holidays/Sat. cremation (Apr 1-Nov 30) After Hours | \$450.00 |
| Cold Weather Season | | |
| Grave Opening | Weekday opening (Dec 1 –March 30) | \$700.00 |
| Grave Opening | Infant grave (Dec 1 –March 30) | \$275.00 |
| Grave Opening | Holidays/Saturdays (Dec 1 –March 30) | \$850.00 |
| Grave Opening | After hours (Dec 1 –March 30) | \$850.00 |
| Cremation Opening | Cremation (Dec 1 –March 30) | \$400.00 |
| Cremation Opening | Holidays/Sat. cremation (Dec 1 –March 30) After Hours | \$500.00 |
| Continuation on Weekdays | Any continuation of services keeping city crews after 3:30 PM (All Year) | \$100 per hour (Min. 1 hour) |
| Grave Spaces | | |
| Grave Space | Regular space | \$300.00 |
| | Memorial section | \$250.00 |
| | Baby lot | \$150.00 |
| Interment Certificate | (formerly "Deed") | \$25.00 |
| State Audit Fee | | \$5.00 |
| Exchange Grave Spaces | | \$50.00 |
| Foundations | | |
| Foundations | Per running ft. (\$100 min) | \$60.00 |
| Disinterment / Reinternment | | |
| Disinterment of a casket | | \$600.00 |
| Reinternment of a casket | | \$600.00 |
| Disinterment of a cremation vault | | \$250.00 |



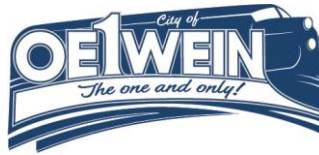
Oelwein Fee Schedule
Adopted by Resolution

| | |
|-----------------------------------|----------|
| Reinternment of a cremation vault | \$250.00 |
| Disinterment of a baby casket | \$175.00 |
| Reinternment of a baby casket | \$175.00 |



Oelwein Fee Schedule
Adopted by Resolution

| Forestry | | |
|----------------------|--|--------------------|
| Description | Detail | Amount |
| Tree Removal Permit | City approved, licensed contractor removal | \$0 |
| Tree Trimming Permit | City approved, licensed contractor trimming | \$0 |
| Tree Removal Fine | Removal of City tree without City permission | Based on judgement |



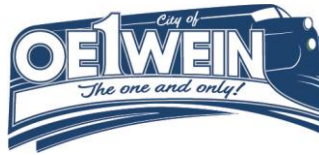
Oelwein Fee Schedule
Adopted by Resolution

| Utilities | | |
|---|---|---------------------------|
| Description | Detail | Current |
| Penalty for Unpaid Bills | Penalty for bills not paid by the 15 th of the month | 10% of the unpaid balance |
| Labor 1 EE and Equipment 1 unit | Assistance on jobs and work within city limits | \$200.00 per hour |
| Labor 1 EE and Equipment 1 unit | Assistance on jobs and work outside city limits | \$250.00 per hour |
| Disconnect Notice | Door Tag Posting | \$50.00 |
| Water Off/On | Per Trip | \$20.00 |
| Meter | Install or Remove | \$20.00 |
| Excessive Trip Fee | No person is present for the turn on or meter install | \$50.00 |
| Denial of External Register Installation | Per Trip | \$25.00 |
| Deposit | Any person w/out 3 yrs. established service | \$150.00 |
| Deposit | Any person not in good standing | \$300.00 |
| Meter Accuracy Test | | \$75.00 |
| Call Out per hour | Carry through from regular hrs. | \$30.00 |
| Call Out per hour | After hours, 2 hr. minimum | \$60.00 |
| Temporary Construction Meter 5/8" Service Line | Deposit | \$100.00 |
| Temporary Construction Meter Hydrant set, small 5/8" | Deposit | \$350.00 |
| Temporary Construction Meter Hydrant set, large 2" | Deposit | \$1,500.00 |
| Frost Plates/Meters are updated as price and/or Labor Fees Increase | | |
| Mailbox Replacement | | \$35.00 |



Oelwein Fee Schedule
Adopted by Resolution

| Single Hauler | | |
|--------------------|---|--------------------|
| Description | Detail | Amount |
| Trash Pickup | April 2018-2019 Monthly | \$11.30 |
| | April 2019-2020 Monthly | \$11.30 |
| | April 2020-2021 Monthly | \$11.30 |
| | April 2021-2022 Monthly | \$11.46 |
| | April 2022-2023 Monthly | \$11.63 |
| Administrative Fee | April 2018-2023 Monthly | \$1.25 |
| Can Change Out | Each time | \$15 |
| Bulk Item | Each item | \$15 |
| Extra Bag Sticker | Each Sticker | \$2 |
| Unpaid Bills | Penalty for bills not paid by the 15 th of the month | 10% of the balance |



Oelwein Fee Schedule
Adopted by Resolution

| Description | Detail | Amount |
|------------------------------|--|---------------|
| Wellness Center | | |
| Single Membership | 12 Month | \$324.00 |
| | 6 Month | \$234.00 |
| Married Couple | 12 Month | \$432.00 |
| | 6 Month | \$324.00 |
| Family | 12 Month | \$540.00 |
| | 6 Month | \$402.00 |
| Sr. Single | 12 Month | \$216.00 |
| | 6 Month | \$168.00 |
| Sr. Married Couple | 12 Month | \$312.00 |
| | 6 Month | \$234.00 |
| Student Membership | 12 Month High School Gr 9-12 | \$240.00 |
| Student Membership | College 1 month Winter Break | \$25.00 |
| Student Membership | College 3 month Summer Break | \$75.00 |
| Corporate Membership | Contract with individual businesses | Per Contract |
| Key Tag | Replacement | \$2.00 |
| Personal Training Member | 1 session 1 person | \$30.00 |
| | 1 session 2 person | \$25.00 each |
| | 1 session 3 person | \$22.00 each |
| | 4 session 1 person | \$100.00 |
| | 4 session 1 person | \$100.00 |
| | 4 session 2 person | \$92.00 each |
| | 4 session 3 person | \$80.00 each |
| | 8 session 1 person | \$184.00 |
| | 8 session 2 person | \$168.00 each |
| | 8 session 3 person | \$144.00 each |
| | 12 session 1 person | \$252.00 |
| | 12 session 2 person | \$228.00 each |
| | 12 session 3 person | \$192.00 each |
| Personal Training non-member | 1 session 1 person | \$40.00 each |
| | 1 session 2 person | \$35.00 each |
| | 1 session 3 person | \$32.00 each |
| | 4 sessions 1 person | \$140.00 |



Oelwein Fee Schedule
Adopted by Resolution

| | | |
|-------------------------|----------------------------|---------------|
| | 4 sessions 2 person | \$132.00 each |
| | 4 sessions 3 person | \$120.00 each |
| | 8 sessions 1 person | \$264.00 each |
| | 8 sessions 2 person | \$248.00 each |
| | 8 sessions 3 person | \$224.00 each |
| | 12 sessions 1 person | \$372.00 each |
| | 12 sessions 2 person | \$384.00 each |
| | 12 sessions 3 person | \$312.00 each |
| After School Punch Card | 20-day snack card | \$25.00 |
| Day Pass | Adult | \$5.00 |
| Day Pass | K-12 | \$3.00 |
| 10 Day Punch Card | Adult | \$50.00 |
| 10 Day Punch Card | K-12 | \$30.00 |
| Gym Rental | 2-hour Party (ie Birthday) | \$50.00 |
| | 4+ Hr Tournament Rental | \$150.00 |
| | | |
| 24 Hour Access | 12 Months | \$60.00 |
| 24 Hour Fob | Replacement | \$15.00 |

City of Oelwein

My name is Chad Davis. I live at 521 8th St SW here in town. I also own the two parcels to the east of me, 517 and 500 8th St SW. I would like to purchase the city owned alley on the north side of 521 and 517. I have dogs and would like to fence in the yard. I am willing to pay for the legal fees and the survey. I am willing to pay 25 cents per square foot for the alleyway. If there is anyway to expedite this process, it would be greatly appreciated.

Thank you

Chad Davis
521 8th St SW
Oelwein, IA
50662
319-529-1220

RESOLUTION NO. _____

RESOLUTION TO SET PUBLIC HEARING ON PROPOSED VACATION OF THE WEST PORTION OF THE ALLEY RUNNING EAST AND WEST ADJACENT TO LOTS 18-28 AND LOTS 30-41, BLOCK 2, IRVINE'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA

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

Section 1. The Council of the City of Oelwein, Iowa, hereby proposes to vacate the west portion of the alley running east and west adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa.

Section 2. The clerk is hereby directed to publish notice that a public hearing will be held at 6:00 P.M. on Monday, June 22, 2020, at the Council Chambers at City Hall, in Oelwein, Iowa, at which time the Council will hear objections to the vacation from any interested party.

Section 3. This Resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, this 8th day of June, 2020.

Brett DeVore, Mayor

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

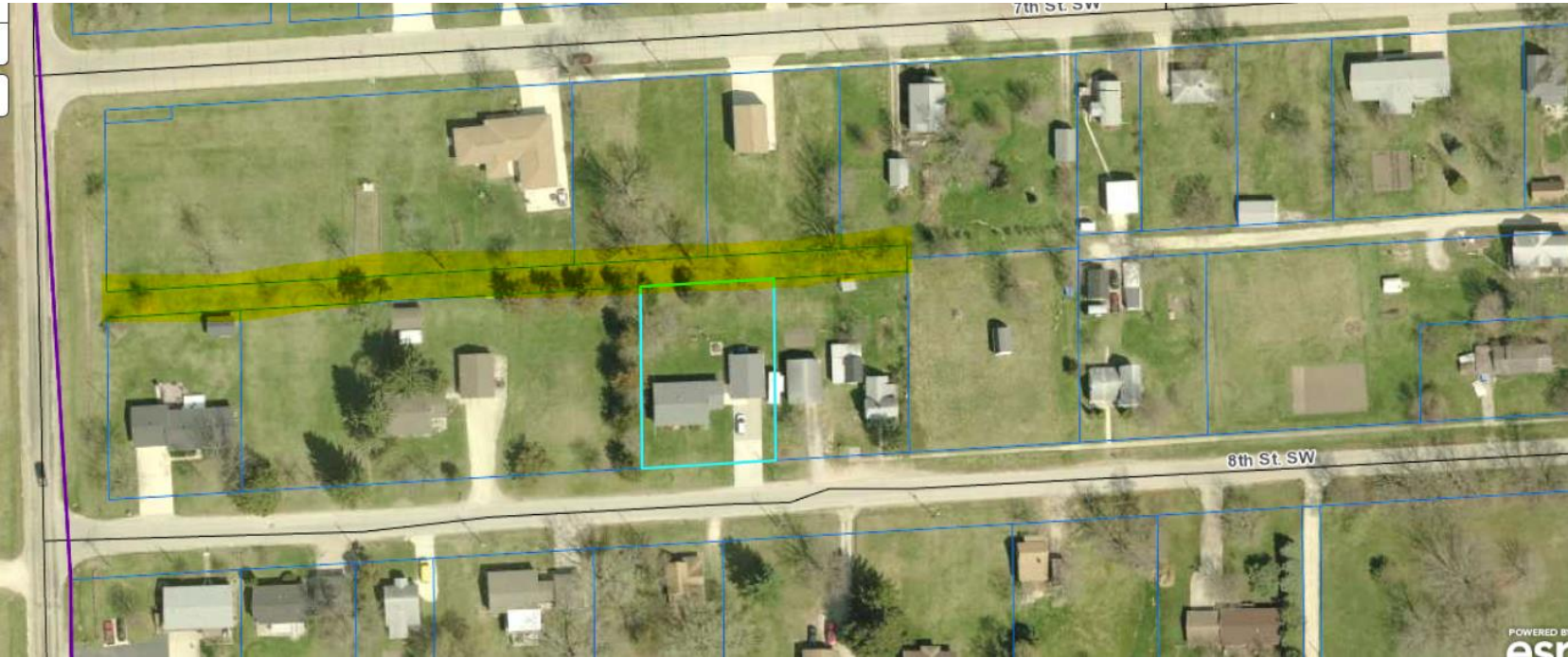
- M Weber
- Stewart
- Cantrell
- Gerdts
- Fisk
- Seeders

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator



RESOLUTION NO. _____

RESOLUTION TO SET PUBLIC HEARING ON PROPOSED DISPOSAL BY SALE OF THE CITY'S INTEREST IN THE WEST PORTION OF THE ALLEY RUNNING EAST AND WEST ADJACENT TO LOTS 18-28 AND LOTS 30-41, BLOCK 2, IRVINE'S ADDITION TO OELWEIN, FAYETTE COUNTY, IOWA

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

Section 1. The Council of the City of Oelwein, Iowa, hereby proposes to sell the west portion of the alley running east and west adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa.

Section 2. The clerk is hereby directed to publish notice that a public hearing will be held at 6:00 P.M. on Monday, June 22, 2020, at the Council Chambers at City Hall, in Oelwein, Iowa, at which time the Council will hear objections to the sale from any interested party.

Section 3. This Resolution shall be in effect upon its passage and approval as provided by law.

Passed and adopted by the City Council of the City of Oelwein, this 8th day of June, 2020.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

M Weber
Stewart
Cantrell
Gerdtz
Fisk
Seeders

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2020.

City Administrator

Toyne Inc.

CORPORATE OWNERSHIP OF MANUFACTURER

The manufacturer of the apparatus must be fully owned and managed by a Parent Company, Corporation, or Individual(s) that is 100% held by United States of America based Company, Corporation, or United States citizen(s).

Proposals from any manufacturer that is fully or partially owned and/or operated by a foreign company, Corporation or Individual(s) under any type of ownership, partnership, or any similar type of agreement will be immediately rejected.

CORPORATE CONTACT INFORMATION

The purchaser shall be provided with the following information to allow them to contact the President/CEO of the manufacturing company (not dealer) when deemed necessary:

- Name of Company President.
- Office address.
- Office telephone number.
- Email address.
- Home address.
- Home telephone number.
- 24/7 Cellular telephone number.

If the manufacturing company is a subsidiary of, division of, or owned by a different Company, the above information shall also be provided on the 'Parent' Company.

There will be no exception to this requirement.

TOP OF THE LINE FIRE APPARATUS

If the manufacturer or bidder for the apparatus manufacturer represents two or more different lines of apparatus and/or operates two or more manufacturing plants, it should be clearly stated in the bid proposal.

In addition to this requirement, the bidder shall give a detailed explanation of why the particular line, brand, model or manufacturing facility will be used.

Manufacturer's or bidder's with multiple lines (two or more) or multiple manufacturing facilities (two or more) shall be required to submit bid proposals on only the top of the line brand/model or from the top of the line facility.

It is the intention of the purchaser to purchase a top of the line, first class, #1 quality fire apparatus. Any bidder that submits a bid on a "lower end" line, brand, model, or from a "lower end" manufacturing facility will be immediately rejected.

The purchaser is not interested in purchasing a manufacturer's or bidders "lower end" apparatus. Because of this, any bids submitted that do not comply with the above requirements will be immediately rejected.

CERTIFICATION OF NFPA 1901-2016 COMPLIANCE

As per NFPA 1901, the Purchaser shall assume the responsibility of determining, prior to the purchase of the apparatus, who will be responsible for ensuring that all aspects of NFPA 1901 are met. The manufacturer shall be responsible for providing or performing only the items requested by the purchaser in the documents provided to the

Toyne Inc.

manufacturer by the purchaser.

Written certification shall be provided by the manufacturer stating that the delivered apparatus complies with the NFPA 1901 Standard. If the purchaser has elected to provide, perform, outsource and/or contract with a third party or waive any item required by NFPA 1901, the manufacturer shall provide, upon delivery, a "Statement of Exceptions" per Chapter 4 of NFPA 1901 4.21.

The "Statement of Exceptions" shall include:

- A separate specification of the section of the NFPA Standard for which the apparatus is lacking compliance.
- A description of the particular aspect of the apparatus that is not compliant therewith or required equipment that is missing.
- A description of the further changes or modifications to the delivered apparatus which must be completed to achieve full compliance.
- An identification of the entity that will be responsible for making the necessary post-delivery changes or modifications or for supplying and installing any missing required equipment to the apparatus to achieve full compliance to the standard.

Prior to, or at the time of, delivery of the apparatus, the Statement of Exceptions shall be signed by an authorized agent of the entity responsible for the final assembly of the apparatus and by an authorized agent of the purchasing entity, indicating a mutual understanding and agreement between the parties regarding the substance thereof.

The purchaser shall not place the apparatus into active emergency service until fully compliant with NFPA 1901.

NFPA REQUIRED EQUIPMENT

The end user of this apparatus shall provide all other equipment and accessories that are required by NFPA 1901 but not specifically listed in these specifications.

MAXIMUM TOP SPEED

The maximum top speed of this apparatus shall be determined using the following NFPA 1901 Chapter 4 criteria:

- Apparatus with 1250 gallon combined water tank capacity shall not exceed 60 MPH.
- Apparatus with GVWR of over 50,000 lbs. shall not exceed 60 MPH.
- Apparatus weighing over 26,000 lbs. shall not exceed 68 MPH.

HALE MODEL Q-MAX 1500 GPM SINGLE STAGE PUMP

The fire pump shall be a Hale Fire Pump Company Q-MAX that complies with all applicable requirements of the latest edition of the "Standard for Automotive Fire Apparatus" published by the National Fire Protection Association and printed in Pamphlet 1901.

PUMP WARRANTY

The pump shall be covered by the Hale Pro-Tech 5-year pump warranty against workmanship and materials. Both parts and labor shall be covered for the first 2 years and years 3-5 shall have parts only coverage.

UNDERWRITER'S LABORATORY CERTIFICATION

Toyne Inc.

The completed apparatus shall be tested and approved by the independent testing company Underwriter's Laboratories, Inc. The manufacturer of the apparatus shall be responsible for all costs involved in this test. The certification of inspection and approval shall be presented to the Fire Chief of the Department upon delivery of the completed apparatus.

PUMP PERFORMANCE - 1,500 U.S. GPM.

The pump shall be a single stage centrifugal with a class "A" rated capacity of 1,500 United States gallons per minute. The pump shall deliver the percentage of rated discharge pressures as indicated below:

- 100 percent of rated capacity at 150 pounds net pressure.
- 70 percent of rated capacity at 200 pounds net pressure.
- 50 percent of rated capacity at 250 pounds net pressure.
- 100 percent of rated capacity at 165 pounds net pressure.

PUMP CONSTRUCTION

The entire pump shall be manufactured and tested at the pump manufacturer's factory.

The pump shall be driven by a drive line from the truck transmission. The pump shall be free from objectionable pulsation and vibration under all normal operating conditions. The engine shall provide sufficient horsepower and revolutions per minute to allow the pump to meet or exceed its rated performance.

The entire pump including both suction and discharge passages, shall be hydrostatically tested to a pressure of 500 psi. The pump shall be fully tested at the pump manufacturer's factory to the performance spots as outlined by NFPA 1901.

The pump body and related parts shall be of fine grain alloy cast iron with a minimum tensile strength of 30,000 PSI. All moving parts in contact with water shall be of high quality bronze or stainless steel. Pumps utilizing castings made of lower tensile strength cast iron are not acceptable.

The pump body shall be horizontally split, on a single plane, in two (2) sections, for easy removal of entire impeller assembly including wear rings and bearings from beneath the pump without disturbing piping or the mounting of the pump on the chassis.

The pump shaft shall be rigidly supported by three (3) bearings for minimum deflection. The bearings shall be heavy-duty, deep groove style bearings in the gearbox and they shall be splash lubricated.

The pump impeller shall be of hard, fine grain bronze with a mixed flow design; accurately machined, hand ground, and individually balanced. The vanes of the impeller intake eyes shall be hand ground and polished to a sharp edge, and shall be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.

The pump shaft shall be fabricated of heat-treated, electric furnace, corrosion resistant stainless steel, and shall be super finished under the shaft seal. The pump shaft must be sealed with double lip oil seal to keep road dirt and water out of gearbox.

Toyne Inc.

GEAR BOX

The gear box shall be completely manufactured and tested at the pump manufacturer's factory.

The pump gearbox shall be of sufficient size to withstand up to 16,000 lbs. ft. of torque of the engine in both road and pump operating conditions. The gearbox shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.

The gearbox drive shafts shall be of heat-treated chrome nickel steel and shall be a minimum of 2.75 inches in diameter, on both the input and the output drives shafts. The gearbox shall withstand the full torque of the engine in both road and pump operating conditions.

All gears, both drive and pump, shall be of highest quality electric furnace chrome nickel steel. Bores shall be ground to size and the gear teeth shall be crown shaven, and hardened for smooth, quiet running, and a higher load carrying capability. An accurately cut spur design shall be provided to eliminate all possible end thrust.

The pump gear ratio shall be selected by the apparatus manufacturer to give the maximum performance with the engine and transmission selected.

NFPA 2016 INTERLOCK MOULE

An interlock module shall be provided on the pump shift to comply with NFPA shift safety requirements.

GEARCASE COOLING LINE

A cooling line shall be provided in the pump gear case. A line shall be routed from the discharge side of the pump to the gear case, through the gear case then back into the intake side of the pump.

MECHANICAL SEAL

The pump shaft shall be equipped with a single mechanical type seal on the suction (inboard) side of the pump. The mechanical seal shall be a minimum of two inches in diameter and shall be spring loaded, maintenance free and self-adjusting. The mechanical seal shall be constructed of a carbon sealing ring, stainless steel coil spring, Viton rubber cup, and a tungsten carbide seat with Teflon backup seal.

SACRIFICIAL PUMP ANODES

To aid in protecting the pump from internal corrosion, three sacrificial anodes shall be provided and located one in the lower section of each side inlet and one on the discharge side of the pump.

FRC PUMP BOSS PRESSURE GOVERNOR SYSTEM

Fire Research Pump Boss pressure governor and monitoring display kit shall be installed. The kit shall include a control module, pressure sensor, and cables.

The following continuous displays shall be provided:

Toyne Inc.

- Check engine/stop engine warning lights
- Engine rpm shown with four daylight bright LED digits more than 1/2" high
- Engine oil pressure; shown on an LED bar graph display in 10 psi increments
- Engine temperature shown on an LED bar graph display in 10 degree increments
- Battery voltage shown on an LED bar graph display in 0.5 volt increments
- PSI / RPM setting; shown on a dot matrix message display
- PSI and RPM mode LEDs
- Throttle ready LED.

A dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator.

The program shall store the accumulated operating hours for the pump and engine, previous incident hours, and current incident hours in a non-volatile memory. Stored elapsed hours shall be displayed at the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Engine RPM
- Pump Overheat
- High Transmission Temperature
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Battery Voltage
- Low Engine Oil Pressure
- High Engine Coolant Temperature

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A control knob that uses optical technology shall adjust pressure or RPM settings. It shall be 2" in diameter with no mechanical stops, a serrated grip, and have a red idle push button in the center.

A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

TFT A-18 INTAKE RELIEF VALVE

A TFT model A-18 intake relief/dump valve shall be provided on the intake side of the pump to relieve excess incoming pressure. The system shall be designed to automatically restore to a non-relieving position when excessive pressure is no longer present. The pressure adjustment range shall be from 50 psi to 200 psi. The relief system shall be adjustable with a common type box end wrench.

The intake relief valve shall be pre-set to 125 psi.

PUMP SHIFT MECHANISM -AIR/ELECTRIC

Toyne Inc.

The pump shall be shifted from road to pump by means of a cab mounted air over electric pump shift switch. The switch shall have a built in positive locking mechanism to prevent accidental movement of the switch. The locking mechanism shall require the operator to manually lift up on the switch lever to disengage the lock.

The switch shall have three positions:

- Position 1 = road position
- Position 2 = neutral position
- Position 3 = pump position

A green indicator light shall be provided in the driving compartment and shall be energized when the pump shift has been completed. This light shall be labeled "PUMP ENGAGED".

When the apparatus is equipped with an automatic transmission, a green indicator light shall be provided in the driver's compartment. It shall be energized when both the pump shift has been completed and the chassis transmission is in pump gear. This light shall be labeled "OK TO PUMP".

TRIDENT PRIMING SYSTEM

A Trident air priming system shall be provided.

MANIFOLD DRAIN VALVE

The pump shall have a manifold type drain valve assembly consisting of a stainless steel plunger in a bronze body with multiple ports. The control for the valve shall be on the left side along the bottom of the panel and above the side running board. The valve shall be a rotary type with a large easy to grip handle. The valve shall be labeled "PUMP DRAIN".

ICI "LEVER LIFT" BLEEDER/DRAIN VALVES

ICI 3/4" quarter turn ball type bleeder/drain valve shall be provided for each discharge and auxiliary intake. A hose shall be connected to the valve that will direct water below the apparatus and away from the immediate pump operator's location.

The control handle shall be "lever lift" style for easy actuation. The handle for the control shall have a recessed area for the color coded identification label.

LOW POINT AUTO-DRAINS

Automatic drains shall be provided in low points of any discharge piping. The drain shall drain to the ground below its location. This drain shall be a supplementary drain and will not be considered the required 3/4" bleeder drain.

6" LEFT (DRIVER) SIDE MASTER INTAKE

A 6" master intake shall be provided on the left (driver) side of the apparatus. The intake shall have a 6" male NST connection. The intake shall have a removable screen to prevent the entry of large objects into the pump. The screen shall be constructed of a material that will provide cathodic protection to the pump. A label shall be provided above the

Toyne Inc.

intake that states "DRIVER SIDE MASTER INTAKE". The label shall be color coded burgundy.

LEFT SIDE "FREE-FLOATING" SUCTION HOSE WELL

A soft suction hose well shall be provided on the left side of the pump compartment. The hose well shall be of the "sunken" type below the running board. The floor shall be covered with gray Turtle Tile flooring.

The hose well shall be a "free-floating" type with the front lower corner angled. A restraint device shall be provided that will prohibit the hose well from complete separation from the apparatus.

LEFT SIDE SUCTION HOSE WELL CAPACITY

The left side hose well shall hold up to 25 feet of 5" hose.

HOSE WELL RETENTION STRAPS - LH

Two heavy duty straps made of black webbing material with velcro shall be provided to secure the hose in the left side hose well.

LEFT SIDE MASTER INTAKE CAP

A 6" FNST LH chrome cap shall be provided on the left side master intake.

6" RIGHT (PASSENGER) SIDE MASTER INTAKE

A 6" master intake shall be provided on the right (passenger) side of the apparatus. The intake shall have a 6" male NST connection. The intake shall have a removable screen to prevent the entry of large objects into the pump. The screen shall be constructed of a material that will provide cathodic protection to the pump. A label shall be provided above the intake that states "PASSENGER SIDE MASTER INTAKE". The label shall be color coded burgundy.

RIGHT SIDE MASTER INTAKE CAP

A 6" FNST LH chrome cap shall be provided on the right side master intake.

3/8" PUMP COOLING/BYPASS LINE

A 3/8" pump cooling/bypass line shall be provided from the pump discharge manifold directly into the tank.

This discharge shall implement an all brass ball type 1/4 turn valve with chrome plated handle control located on the pump panel.

The valve control handle shall indicate the open/closed position of the valve. The handle shall have a recessed area for mounting of the identification label which shall clearly state "PUMP COOLER".

Toyne Inc.

TANK REFILL/RECIRCULATION DISCHARGE

A discharge shall be provided from the pump discharge manifold to allow pump cooling when necessary as well as to refill the booster tank.

The water tank fill gauge shall be directly in line with this discharge control.

The valve and piping shall be 2".

The refill/recirculation discharge shall be manually controlled on the pump panel.

STAINLESS STEEL PIPING

All piping for discharges shall be stainless steel using stainless steel fittings. High pressure helix wire reinforced flexible piping with a minimum burst pressure of 1200 psi may be used in some areas to minimize friction losses. All flexible piping couplings shall be high tensile strength stainless steel.

All piping shall be properly supported and braced to prevent movement of piping other than what is allowed by the flexible couplings to compensate for apparatus flexing.

Any discharge manifolds provided on the apparatus must be fabricated of a minimum of schedule 10 304 marine grade piping. Use of any welded light gauge (less than Schedule 10) manifolding or plumbing will not be acceptable.

The stainless steel piping shall be warranted to be free from corrosion perforation for a period of 10 years following the delivery of the apparatus.

VICTAULIC COUPLINGS

Victaulic style couplings shall be used in the assembly of the pump piping system. The couplings shall allow flex in the piping and provide for a disassembly point for maintenance and repairs.

VENTED LUG CAPS AND PLUGS

All intake and discharge plugs and caps and plugs shall be vented lug type designed to relieve trapped pressure and help reduce possible operator injuries.

AKRON HD-8800 SERIES VALVES

All discharge and small diameter auxiliary intakes shall have heavy duty Akron 8800 series brass ball valves with stainless steel ball. This shall include the tank to pump and tank fill valve.

LEFT SIDE FORWARD AUXILIARY INTAKE

An auxiliary intake shall be provided on the left side of the pump compartment in the forward position.

The intake valve and piping shall be 2 1/2".

The valve shall be manually controlled from the pump operator's position.

Toyne Inc.

The intake shall have a 2 1/2" chrome plated female NST swivel connection with screen and a male NST chrome plated intake plug and chain.

A 3/4" bleeder/drain valve shall be provided.

FUTURE FOAM CAPABILITIES

The apparatus shall be pre-piped for future installation of a foam system. The manifold shall be stainless steel. This manifold shall be fed from the main pump discharge manifold and shall have a spacer pipe installed between the two manifolds with Victaulic couplings on each end. The spacer pipe shall be the length required for future installation of an electronic foam system.

To minimize the future costs of installing foam on the apparatus, there shall be no exception to this requirement.

RIGHT SIDE DISCHARGES

One 2 1/2" discharge and one 3" discharge shall be provided on the right side pump panel. The 3" discharge shall be located forward of the intake and the 2 1/2" shall be located rear of the intake.

One (1) right side 2 1/2" discharge(s):

The right side 2 1/2" discharge shall be manually controlled on the pump panel.

The discharge shall be equipped with a chrome plated brass or bright finish stainless steel discharge elbow with 2 1/2" MNST thread.

A 2 1/2" chrome plated NST cap and chain shall be provided.

One (1) right side 3" discharge(s):

The right side 3" discharge shall be manually controlled on the pump panel. The control shall have an integrated slow closing mechanism to comply with NFPA 1901.

The discharge shall extend straight out of the apparatus with no elbow.

A Kocheck model SKE5T3R 3" FNST x 5" locking swivel storz elbow adapter with a model ZCC507 5" blind cap and chain shall be provided.

LEFT SIDE DISCHARGES

Two 2 1/2" discharges shall be provided on the left side pump panel. The discharges shall be located one forward of the intake and one located rear of the intake.

Two (2) left side 2 1/2" discharge(s):

The left side 2 1/2" discharge shall be manually controlled on the pump panel.

The discharge shall be equipped with a chrome plated brass or bright finish stainless steel discharge elbow with

Toyne Inc.

MNST thread.

A 2 1/2" chrome plated NST cap and chain shall be provided.

RIGHT REAR 2 1/2" DISCHARGE

One (1) 2 1/2" discharge shall be provided on the right rear of the apparatus.

The valve shall be manually controlled on the pump panel.

A chrome discharge elbow shall be provided with 2 1/2" NST threads.

The discharge shall be used as a pre-connected line and shall not require any cap or chain.

The right rear (passenger) 2 1/2" discharge shall be pre-piped for future foam system installation.

LEFT REAR 2 1/2" DISCHARGE

One (1) 2 1/2" discharge shall be provided on the left rear of the apparatus.

The valve shall be manually controlled on the pump panel.

A chrome discharge elbow shall be provided with 2 1/2" NST threads.

The discharge shall be used as a pre-connected line and shall not require any cap or chain.

1 3/4" LOW MOUNT CROSSLAY PRECONNECTS

Two 1 3/4" preconnected crosslays shall be provided and located between the chassis cab and the top mounted operator's walkway standing position.

The crosslay compartment shall be constructed of 5052 smooth aluminum sheet material with a random brushed finish applied after fabrication. Each crosslay shall be piped using 2" piping or high pressure hose incorporating a 2" valve with the control on the top mount pump operator's panel.

An aluminum treadbrite full length hinged cover shall be provided on the top of the crosslay compartment. Rubber spacer blocks shall be provided on the back of the cab to keep the cover from contacting the cab when the cover is in the raised position.

The #1 - hand line crosslay shall have the capacity to hold 200 feet of 1 3/4" or 2" fire hose and nozzle.

The #2 - hand line crosslay shall have the capacity to hold 200 feet of 1 3/4" or 2" fire hose and nozzle.

The valve(s) shall be manually controlled on the pump panel.

There shall be two (2) 2" swivel elbows with 1 1/2" male NST hose thread connections provided on the cross lay hose beds. The swivels shall be mounted in a position to prevent hose "pinching" at the hose thread connection.

Toyne Inc.

3/4" manual drain valves shall be provided for all 1 3/4" crosslays. The valves shall have an all brass body with heavy duty neoprene seal.

The #1 hand line crosslay shall be pre-piped for future foam system installation.

The #2 hand line crosslay shall be pre-piped for future foam system installation.

CROSSLAY COMPARTMENT ENDS - BLACK WEBBING

The crosslay compartment shall be enclosed on each end using a heavy duty webbing to prevent hose from accidentally unloading. The webbing shall be black.

A yellow nozzle strap shall be provided for each crosslay. The strap shall be designed to loop through the nozzle handle and secured to the apparatus to keep nozzle from coming out of the crosslay compartment without manually disconnecting the nozzle strap.

3" MONITOR DISCHARGE

A 3" monitor discharge shall be provided above the pump compartment. The discharge piping shall extend above the pump compartment a sufficient distance to allow use of the deck gun.

The valve shall be manually controlled on the pump panel. The control shall have an integrated slow closing mechanism to comply with NFPA 1901.

RUNNING BOARD DISCHARGE

A 1 3/4" discharge preconnect shall be provided on the apparatus in the right side running board area .

A compartment shall be integrated into the right side pump compartment running board to allow 1 3/4" fire hose to be carried pre-connected. The top and outer facing surface of the compartment shall be constructed of NFPA complaint aluminum treadbrite and shall be hinged on the lower edge to allow for access for loading the hose. The running board compartment shall be located on the right side of the apparatus.

The running board compartment shall hold 100' of 1 3/4" fire hose and nozzle.

The valve shall be manually controlled on the pump panel.

The runningboard discharge shall have a 1 1/2" male NST thread connection.

The runningboard 1 3/4" discharge shall be pre-piped for future foam system installation.

PUMP COMPARTMENT

A modular pump compartment with top mounted pump operator's panel shall be provided. The modular design of the pump compartment shall allow the compartment to be fully independent of the apparatus body. A 1" flex joint shall be

Toyne Inc.

provided between the pump compartment and the apparatus body.

The modular design of the pump compartment shall allow the entire pump system, including the pump itself, to be removed from the apparatus in a one-piece assembly while leaving the body intact and without having to cut any sheet metal or welds.

STAINLESS STEEL PUMP COMPARTMENT CONSTRUCTION

The entire pump compartment shall be constructed using only 304 marine grade stainless steel fabricated sheeting with a #4 annealed and polished finish on all exterior surfaces. The pump compartment shall not require any finish painting. Due to the extreme twisting and flexing that all fire apparatus are subjected to, aluminum shall not be used in any portion of the pump compartment structural support. The use of any type of enclosed tubing that requires the use of self-tapping or any other type of machine screw shall not be acceptable.

TOP MOUNT PUMP OPERATOR'S WALKWAY

An 18" wide (front to rear) pump operator's walkway shall be provided between the pump compartment and the chassis cab. A 1" minimum space shall be provided between the walkway edges, pump compartment and rear wall of the chassis.

TOP MOUNT WALKWAY LIGHTING – LED

Two teardrop style LED lights shall be provided to illuminate the top mount walkway area.

WALKWAY COMPARTMENT - DRIVER'S SIDE

A compartment shall be incorporated into the walkway assembly on the driver's side of the apparatus. The compartment shall have a minimum depth of 22", and shall be a minimum of 24" wide x 18" high in the rear 13" and no less than 6" high in the forward section.

The entire step and running board assembly shall be horizontally hinged to allow complete access to the compartment. A pneumatic spring hold-open device shall be provided to hold the integrated step/door assembly open.

WALKWAY COMPARTMENT - OFFICER'S SIDE

A compartment shall be incorporated into the walkway assembly on the officer's side of the apparatus. The compartment shall have a minimum depth of 22", and shall be a minimum of 24" wide x 18" high in the rear 13" and no less than 6" high in the forward section.

The entire step and running board assembly shall be horizontally hinged to allow complete access to the compartment. A pneumatic spring hold-open device shall be provided to hold the integrated step/door assembly open.

(The right side walkway compartment dimensions may be effected by the chassis exhaust system design.)

WALKWAY COMPARTMENT FLOOR

The walkway compartment floors shall have Turtle Tile floor tiles.

WALKWAY COMPARTMENT LIGHTING – LED

Toyne Inc.

An LED strip light shall be provided in the under walkway compartment(s). The light(s) shall be activated by the pump panel light switch.

TOP MOUNT PUMP OPERATOR'S WALKWAY MATERIAL

The entire pump operator's walkway assembly shall be constructed of NFPA compliant slip resistant aluminum treadbrite on all stepping surfaces.

PUMP COMPARTMENT RUNNING BOARDS

The pump compartment side running boards shall be constructed of NFPA compliant slip resistant aluminum treadbrite.

PUMP COMPARTMENT FRONT WALL

The front wall of the pump compartment shall be constructed of aluminum treadbrite which is bolted to the pump compartment assembly and removable.

PUMP COMPARTMENT SIDE ACCESS DOORS - TOP MOUNT

A brushed stainless steel hinged access door shall be provided on each side of the pump compartment. The doors shall have pneumatic hold open devices and push button type flush latches. The doors shall be a minimum of 30" wide x 20" high.

TOP MOUNT BRUSHED STAINLESS STEEL PUMP PANEL

A rear facing top mounted pump panel shall be provided to allow simple, efficient operation of all pump functions necessary during normal operations.

A dual level inclined pump panel shall be provided for convenient user friendly layout of the panel to simplify the operation of the apparatus. Both levels of the panel shall be sloped to provide an angled view of the panel so that the operator may read all identification labels easily.

All controls for the pump shall be identified using permanently engraved identification labels properly secured to the panel. All discharge and intake identification labels shall be color coded to NFPA 1901 recommendations with labels at the control, intake/discharge location and drain port location.

The front incline panel shall be constructed of brushed stainless steel and shall begin at the lower edge of the front panel just behind the control levers and continue back to the area which the second incline level begins.

The rear incline panel shall be constructed of brushed stainless steel and shall begin just above the pressure gauge mounting area and continue up to the top of the pump compartment. The panel shall have a full width stainless steel hinge at the bottom to allow the panel to hinge forward for access to the back of the panel. A latch shall be provided on each end to secure the panel in the closed position. A full pump panel width brushed stainless steel light shield shall be provided at the top of the gauge panel.

Toyne Inc.

SIDE INTAKE/DISCHARGE PANELS - TOP MOUNT

The side panels of the pump compartment shall be constructed of brushed stainless steel. The side panels shall be easily removable and held into place using stainless steel or chrome plated flush mounted latches.

Panels that are permanently attached to the pump compartment or require removal of mechanical fasteners are not acceptable.

LED PUMP PANEL LIGHTS

The top mount pump panel shall be illuminated using a track type LED light assembly.

The light shall be constructed of an unbreakable type clear poly flexible material housed in an aluminum extrusion mounted behind a brushed stainless steel light shield shall be provided across the top of the gauge panel.

LED SIDE DISCHARGE/INTAKE PANEL LIGHTS

The right and left side discharge and intake panels shall be illuminated using a track type LED light assembly on each side.

The lights shall be constructed of an unbreakable type clear poly flexible material housed in an aluminum extrusion mounted behind a brushed stainless steel light shield provided across the top of the gauge panel.

AUTOMATIC PUMP PANEL LIGHT ACTIVATION

The pump panel lights above the pump control panel shall function automatically with the pump shift activation.

INNOVATIVE CONTROLS TOP MOUNT CONTROL HANDLES

All top mount valve control handles shall be Innovative Controls 'locking' lever type with "T" handles. The "T" handles shall be chrome plated zinc and shall have a recessed area for the color coded identification label.

VALVE CONTROL LINKAGES

All manual valve controls requiring remote actuation shall have control rod linkages constructed of 1/2" galvanized pipe and shall implement heavy ball swivel joints and clevises for smooth valve operation.

ICI MASTER PUMP DISCHARGE PRESSURE GAUGE

An ICI 4" diameter master pressure gauge shall be provided to indicate the main pump discharge pressure. The gauge shall read from 30" hg vacuum to 400 psi and shall be accurate within +/- 1%. The gauge shall be glycerin filled (-40F to +150F) and have a high impact resistant clear acrylic lens.

Toyne Inc.

ICI MASTER PUMP INTAKE PRESSURE GAUGE

An ICI 4" diameter master pressure gauge shall be provided to indicate the pump intake pressure. The gauge shall read from 30" hg vacuum to 400 psi and shall be accurate within +/- 1%. The gauge shall be glycerin filled (-40F to +150F), read up to 400 psi, be accurate within +/- 1% and have a high impact resistant clear acrylic lens.

The master intake and discharge gauges shall have bright finish stainless steel bezels.

The master gauge dials shall be white with black markings. The needle shall match the color of the markings.

The master intake gauge shall be clearly labeled "PUMP INTAKE" and shall be located to the left of the master discharge pressure gauge. The label shall be burgundy color.

The master discharge gauge shall be clearly labeled "PUMP DISCHARGE" and shall be located to the right of the intake pressure gauge. The label shall be black color.

The master intake/discharge pressure gauges shall have a lifetime non-yellowing and freeze warranty. The gauges shall also be warranted for 4 years for defects in materials and workmanship, including fluid leakage. The warranty will not cover labor costs and/or transportation costs.

PRESSURE/VACUUM TEST PLUGS

Underwriter's test plug adapters shall be provided for connection of pump test gauges.

INNOVATIVE CONTROLS SL PLUS TANK GAUGE - PUMP PANEL

An Innovative Controls model SL Plus tank gauge shall be provided on the pump panel. The gauge shall feature a 180 degree highly visible wide view ultra-bright LED display showing the level of the booster tank.

TANK GAUGE PARK BRAKE DISABLE

The tank gauge(s) shall be disabled when the park brake is released so that the lights are not a distraction when the vehicle is in motion.

ICI DISCHARGE PRESSURE GAUGES

Unless otherwise specified, each 1 1/2" or larger discharge shall have an ICI pressure gauge. The gauge shall be glycerin filled (-40F to +150F), read from 0 - 400 psi, be accurate within +/- 1% and have a high impact resistant clear acrylic lens.

The individual discharge pressure gauges shall have a 2 3/4" diameter.

The discharge pressure gauge dials shall be white with black markings. The needle shall match the color of the markings.

The pressure gauge shall be directly in line with or adjacent to the discharge control handle for the discharge that they provide pressure readout for. **For ease of operation, this requirement must be strictly adhered to. There shall**

Toyne Inc.

be no exception to this requirement.

The gauges shall be clearly labeled with permanent color coded labels.

The discharge pressure gauges shall have a lifetime non-yellowing and freeze warranty. The gauge shall also be warrantied for four years for defects in materials and workmanship including fluid leakage. Warranty will not cover labor costs and/or transportation costs.

IDENTIFICATION LABELS FOR PUMP PANEL

Innovative Controls verbiage label bezels shall be installed. The bezel assemblies will be used to identify apparatus components. These labels shall be designed and manufactured to withstand the specified apparatus service environment.

Where required, the verbiage label bezel assemblies shall include a chrome plated panel mount bezel with durable easy to read UV resistant polycarbonate inserts featuring the specified verbiage and color coding. The UV resistant polycarbonate verbiage and color inserts shall be sub-surface screen printed to eliminate the possibility of wear and protect the inks from fading. Both the insert labels and bezel shall be backed with 3M permanent adhesive (200MP), which meets UL969 and NFPA standards.

The color scheme for the discharge and intake labels shall be per NFPA A.16.9.1.

BOOSTER TANK- UNITED PLASTIC FABRICATING, INC.

The tank shall have a LIFETIME warranty provided by United Plastic Fabricating, Inc.

The tank exterior shell shall be constructed of minimum 1/2" thick PT3 polypropylene sheet stock. This material shall be non-corrosive stress relieved thermoplastic which is U.V. stabilized for maximum protection. The booster tank shall be of a specific configuration and is designed to be completely independent of the body and compartments. All joints and seams shall be nitrogen welded and tested for maximum strength and integrity. The tank construction shall include Poly Pro Seal technology. A sealant shall be installed between the plastic components prior to being fusion welded. This sealing method will provide a liquid barrier offering leak protection in the event of a weld compromise.

The transverse swash partitions shall be manufactured of 3/8" PT3 polypropylene material. The longitudinal swash partitions shall be constructed of 3/8" PT3 polypropylene and extend through the cover to allow for positive welding and maximum integrity. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All swash partitions shall interlock with one another and are welded to each other as well as to the walls of the tank. All partition spacing shall be compliant with NFPA 1091 recommendations.

The top of the booster tank shall be fitted with removable lifting eyes.

The tank cradle assembly shall be designed to provide support to the tank. The assembly shall be approved by the manufacturer of the tank.

BOOSTER TANK CAPACITY 1,000 GALLONS

The poly booster tank shall have a capacity of 1,000 U.S. gallons.

BOOSTER TANK FILL TOWER - LEFT SIDE FRONT

Toyne Inc.

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 1/2" polypropylene and shall be a minimum of **10" x 10"** outer dimension. The tower shall be located in the left front corner of the hose bed. The tower shall have a 1/4" thick removable polypropylene screen and polypropylene hinged type cover.

4" TANK OVERFLOW

A 4" diameter tank vent/overflow shall be provided and integrated into the tank. The piping shall be a minimum of schedule 40 polypropylene designed to run through the tank and discharge behind the rear wheels.

1" TANK SUMP DRAIN

A 1" drain shall be provided in the bottom of the tank sump to fully drain the tank. The drain shall use 1" stainless steel piping with a 1" valve. The control for the valve shall be remoted to the driver's side of the apparatus just under and behind the side rub rail. The drain control handle shall be labeled "TANK DRAIN".

3" TANK SUMP CLEAN OUT PLUG

A 3" tank sump clean out plug shall be provided in the bottom of the tank sump.

25 GALLON CLASS A FOAM TANK

A 25 gallon Class A foam tank shall be provided. The tank shall have all connections necessary to connect to the foam system and shall also have a 1/4 turn drain valve with hose attached to allow the tank to be drained.

The tank shall have an **8" x 8"** fill tower with hinged type lid with latch. A vent shall be provided in the lid.

A label shall be provided on the lid that reads "CLASS A FOAM TANK FILL" and "WARNING: DO NOT MIX BRANDS OR TYPES OF FOAM".

CLASS A FOAM TANK/BOOSTER TANK INTEGRATION

The class A foam tank shall be integrated into the apparatus booster tank. The foam tank shall not be separate from the booster tank.

3" TANK TO PUMP

One 3" tank to pump line(s) and valve(s) shall be provided between the tank and the pump. The piping from the sump to the valve shall be 4".

The tank to pump valve shall be manually controlled on the pump panel.

TANK TO PUMP CHECK VALVE

A check valve assembly shall be provided on the pump. The valve shall prevent unintentional back filling of the tank through the tank to pump line. Connection from the valve to the tank shall be made by using a non-collapsible flexible

Toyne Inc.

rubber hose.

HOT DIPPED GALVANIZED SUB FRAME

The tank cradle and body substructure shall be constructed of high strength ASTM A-36 structural steel with 36,000 psi minimum yield strength. The entire substructure shall be framed and jig welded together to insure a truly square assembly. The substructure shall be fastened to the chassis rails so that it may be easily removed from the chassis for repair, replacement or mounting to a new chassis.

After complete assembly of the tank cradle substructure, the entire assembly shall be hot dipped galvanized for superior corrosion protection.

Due to the extreme duty that this apparatus will experience during its intended service life and to prevent rusting and corrosion from shortening the service life of this apparatus, sub frames fabricated of painted/undercoated steel or aluminum tubing shall not be acceptable.

20 YEAR SUB-STRUCTURE WARRANTY

The tank cradle and body substructure shall have a 20 warranty covering failure due to corrosion perforation or structural design error.

This warranty shall be in effect for 20 years after delivery of the apparatus to the customer. **NO EXCEPTION.**

HYPER-FLEX BODY MOUNTING

The body module assembly shall be mounted to the chassis frame rails with "*Hyper-Flex*" vibration and shock isolators using a forward mounting system. Flexible neoprene pads, or U-springs especially developed for the expected weight and torsional flexing of the apparatus body, shall be incorporated into the system to eliminate chassis frame rail flex from transmitting harmful loads and twisting onto the body.

100" BODY WIDTH

The apparatus body shall be 100" wide from side to side measuring from the rub rail mounting surface.

APPARATUS BODY MATERIAL

The entire apparatus body shall be constructed of 304 marine grade stainless steel with a #4 annealed and polished finish. The interior of the apparatus body shall not require any finish painting. The compartment interiors must be a #4 finish. Mill finish or DA sanded finish will not be acceptable.

APPARATUS BODY CONSTRUCTION

The entire apparatus body shall be formed by sheering and bending the sheet metal. Metal tubular structures or extrusions shall not be used in the construction of the apparatus body. All edges of the sheared metal shall be sanded to remove any sharp shearing edges prior to bending the metal. After sheering and bending, the body shall be assembled on a jig table that is designed to hold all parts securely in place to insure an accurately built apparatus body.

Toyne Inc.

APPARATUS BODY ASSEMBLY METHOD

The entire apparatus body shall be assembled using only bolted type construction. All apparatus body parts shall be able to be unbolted without the need to cut welds, etc. No exceptions to this requirement as all apparatus manufacturers have the capability to manufacture apparatus bodies in this manner.

COMPARTMENT FLOORS

All compartment floors shall be constructed of 304 marine grade stainless steel with a # 4 annealed and polished finish on the interior surface. The drain ports shall be designed to prevent road spray from entering the compartment. The front edge shall consist of a minimum of two bends to provide additional strength in the compartment floor and shall then form the lower door jamb.

All compartment floors shall be sweep out design. This shall include the lower side compartments, any compartments above the wheel well, any transverse compartments, and the rear face compartment(s). Any exception to this requirement will cause immediate rejection of bid.

COMPARTMENT WEIGHT RATING

Each compartment shall be designed to carry 1,000 lbs. of equipment distributed throughout the compartment.

INTERIOR COMPARTMENT SURFACES

All visible interior compartment surfaces shall be 304 marine grade stainless steel with a # 4 annealed and polished finish. Surfaces that are painted or coated in any manner, raw material or any surface with any type sanded finish are not acceptable.

FRONT COMPARTMENT CORNERS

The apparatus body front compartment corners and vertical faces on both sides shall be constructed of 304 marine grade stainless steel with a # 4 annealed and polished finish. The corners shall be a one-piece fabrication from top to bottom and from the inner body panel to the outer face of the compartment to provide maximum strength. Corners using structural support channels or extrusions that require two or more pieces shall not be implemented.

The # 4 finish corner shall wrap around the side of the apparatus body and form the front compartment door jamb providing front corner protection.

REAR COMPARTMENT CORNERS - BRUSHED

The apparatus body rear compartment corners and vertical faces on both sides shall be constructed of 304 marine grade stainless steel with a # 4 annealed and polished finish. The corners shall be a one-piece fabrication from top to bottom and from the inner body panel to the outer face of the compartment to provide maximum strength. Corners using structural support channels or extrusions that require two or more pieces shall not be implemented.

The # 4 finish corner shall wrap around the side of the apparatus body and form the rear compartment door jamb providing front corner protection.

Toyne Inc.

COMPARTMENT TOPS/CEILINGS

The apparatus body compartment tops shall be constructed of 304 marine grade stainless steel with a # 4 annealed and polished finish on the interior surface.

COMPARTMENT TOP OVERLAY

The compartment top shall be overlaid with 1/8 aluminum treadbrite. The aluminum treadbrite shall be an overlay only and shall not form any structural part of the apparatus body or shall the bottom side of the treadbrite be visible when looking into the compartment.

PAINTED FENDERWELLS

The left and right side rear fender wells shall be constructed of stainless sheet steel. The fender wells shall be radius cut and shall have a full circular inner liner to prevent rust pockets and for ease of cleaning. A 1" gap shall be provided on the bottom of each side of the circular liner to allow drainage of water and for easy cleanout. Sufficient clearance shall be provided for tire chains. Before the booster tank is installed, the fender wells shall be thoroughly cleaned and all seams sealed to prevent corrosion in the fender well area.

PAINTED FENDERWELLS

The fender wells shall be finish painted the primary exterior color of the apparatus.

UPPER DOOR POSTS - PAINTED

The upper door post to the front and rear of the compartment door above the rear wheels shall be constructed of ultra-smooth 304 marine grade stainless sheet steel with a minimum tensile strength of 90,000 psi.

The outer surface of these door posts shall be finished painted.

REMOVABLE INNER FENDER LINER

The fender wells shall be radius cut and shall have a circular inner liner to prevent corrosion pockets and for ease of cleaning. The inner liner shall be constructed of high impact polypropylene material and shall be fully removable for chassis suspension access.

To prevent the accumulation of potential corrosive materials in the fender well area, there shall be no exception to the removable inner fender liner.

STAINLESS STEEL FENDERETTE

The fender wells shall be trimmed with a polished stainless steel fenderette. The stainless steel fenderette shall be secured into place with stainless steel fasteners and shall be easily removable for replacement. A black rubber fender welting shall be provided between the fenderette and the inner liner surface. The fenderettes shall protrude from the apparatus body a maximum of 1".

REPLACEABLE FENDERETTE

The stainless steel fenderette shall be secured to the apparatus body with stainless steel fasteners and shall be easily

Toyne Inc.

removable for replacement.

Fenderettes that are welded to the apparatus body are not acceptable.

OUTER BODY SIDES

The outer left and right side body panels above the compartment tops shall be constructed of 304 2B marine grade stainless steel with a # 4 brushed finish and shall not require any finish paint.

COMPARTMENT VENTILATION

Each compartment shall have a removable metal ventilation plate to allow for air movement in the compartment. A cleanable filter material shall be provided behind the plate.

Plastic cover plates will not be acceptable.

ROM SERIES IV ROLL UP COMPARTMENT DOORS

For all compartments requiring roll up doors, Robinson (ROM) Series IV roll up doors shall be installed.

Each shutter slat, track, bottom rail, and drip rail shall be constructed from anodized 6063 T6 aluminum.

The shutter slats shall feature a double wall extrusion 0.315" thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats shall feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slat must have interlocking joints with an inverted locking flange. The slat inner seal shall be a one piece PVC extrusion designed to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

The shutter door tracks shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door tracks shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

The shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. The finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. The bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene and shall be a double "V" seal to prevent water and debris from entering compartment. The bottom rail lift bar shall be a one piece "D" shaped aluminum extrusion with linear striations to improve operator grip during operation. The lift bar shall have a wall thickness of 0.125" and be supported by no less than two pivot blocks constructed from Type 66 Glass filled reinforced nylon for superior strength. The bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counter balance system. The system shall be 4" in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. The counter balance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to counter balance system; no foam material of any kind shall be permitted or used in this area.

STAINLESS STEEL COATED FASTENERS

All fasteners used in the finish construction of the apparatus body shall be marine grade stainless steel. Fasteners

Toyne Inc.

that pass through a dissimilar metal panel shall be Magna-Gard, or equal, coated to help prevent metal reaction and corrosion.

As the Magna-Gard, or equal, coating is a "baked on" type coating providing for excellent adhesion to the fastener, spray on type coatings may be used in conjunction with the Magna-Gard, or equal, but not in place of it.

Because dissimilar metal corrosion is a common occurrence on all apparatus and the Magna-Gard (or similar "baked on" coatings) fasteners are commercially available to all manufacturers and is not a proprietary product, there shall be no exception to this requirement.

DRIVER'S SIDE COMPARTMENT IN FRONT OF THE REAR WHEELS

A compartment shall be provided in front of the rear wheels. The compartment interior dimensions shall be 67" high x 47.75" wide with the lower 28" of the compartment being 26" usable depth and the remaining upper section being 14" usable depth.

The compartment shall have a roll up door with a satin finish.

DRIVER'S SIDE ABOVE WHEEL COMPARTMENT

A compartment shall be provided above the rear wheels. The compartment interior dimensions shall be 37" high x 63.75" wide x 14" usable depth.

The compartment shall have roll up door with a satin finish.

DRIVER'S SIDE COMPARTMENT BEHIND REAR WHEELS

A compartment shall be provided behind the rear wheels. The compartment interior dimensions shall be 67" high x 44" wide x 26" useable depth in a portion of the lower section and the remaining upper section being 14" usable depth.

The compartment shall have a roll up door with a satin finish.

PASSENGER'S SIDE COMPARTMENT IN FRONT OF THE REAR WHEELS

A compartment shall be provided in front of the rear wheels. The compartment interior dimensions shall be 67" high x 47.75" wide with the lower 28" of the compartment being 26" usable depth and the remaining upper section being 14" usable depth.

The compartment shall have a roll up door with a satin finish.

PASSENGER'S SIDE ABOVE WHEEL COMPARTMENT

A compartment shall be provided above the rear wheels. The compartment interior dimensions shall be 37" high x 63.75" wide x 14" usable depth.

The compartment shall have a roll up door with a satin finish.

PASSENGER'S SIDE COMPARTMENT BEHIND REAR WHEELS

Toyne Inc.

A compartment shall be provided behind the rear wheels. The compartment interior dimensions shall be 67" high x 44" wide x 26" useable depth in a portion of the lower section and the remaining upper section being 14" usable depth.

The compartment shall have a roll up door with a satin finish.

REAR FACE COMPARTMENT

A rear compartment shall be provided on the apparatus just ahead of the rear step. The compartment shall be a minimum of 30" useable depth.

REAR COMPARTMENT HEIGHT

The rear facing compartment shall extend upward and shall be flush with the top of the booster tank to maximize the height of the rear compartment.

There shall not be a void area between the top of the rear facing compartment and the bottom of the hose bed nor shall the booster tank extend over the rear compartment.

REAR FACE COMPARTMENT DOOR - ROLL UP

The rear compartment shall have a roll up door. The door shall have a satin finish.

DRIVER'S SIDE REAR COMPARTMENT - TRANSVERSE

The driver's side compartment behind the rear wheels shall be open into the rear facing compartment (transverse).

PASSENGER'S SIDE REAR COMPARTMENT - TRANSVERSE

The passenger's side compartment behind the rear wheels shall open into the rear facing compartment (transverse).

UPPER DOOR JAMB EXTENSIONS - HARD SUCTION COMPARTMENTS

The upper door jamb of the side compartments shall be extended upward on both sides for storage of hard suction hose, one each side.

HARD SUCTION ACCESS DOORS

A smooth aluminum vertically hinged door with a slam-type latch shall be provided for each hard suction compartment. The latch shall be activated by a large "D" ring control. The use of lift-and-turn or small snap type latches on this door shall not be acceptable.

The door shall be covered with Chevron material.

UPPER DOOR JAMB EXTENSIONS FINISH PAINTED

The outer surface of the upper door jamb shall be finish painted to match the exterior of the apparatus body color.

Toyne Inc.

REAR STEP MATERIAL - NFPA ALUMINUM TREADBRITE

The rear step shall be constructed of NFPA complaint bright finish aluminum treadbrite.

18" REAR TAILBOARD STEP

The outer rear edge of the rear step shall be positioned 18" from the rear face of the apparatus. This shall include an approximate 3/4" wash out gap at the rear face of body.

RUBRAILS - BRIGHT ANODIZED ALUMINUM

Extruded aluminum rub rails shall be provided on the apparatus body sides. The rub rails shall have a bright finish with anodized coating to protect the finish. The rub rails shall be spaced from the apparatus body a minimum of 1/4" with poly spacers.

The rub rails must be bolted on to the apparatus body to allow easy replacement if damaged. Rub rails that are permanently fastened to the apparatus body by welding or any other permanent method will not be acceptable. **NO EXCEPTION WILL BE ALLOWED TO THIS REQUIREMENT.**

RUB RAIL ENDS

The rub rail ends shall be 'capped' with a high impact resistant black EPDM contoured block.

HOSE BED FLOORING

The floor of the hose bed shall be constructed of fiber reinforced Dura-Dek, or equal, material.

The top portion of each "T" cross section shall measure 1 5/8" wide x 3/16" thick with beaded ends. The vertical portion shall be 3/16" thick tapering out at the bottom to a thickness of 1/2" and have an overall height of 1". The "T" sections shall be spaced 3/4" apart to allow for drainage and ventilation.

The flooring shall then be protected with a polyurethane coating to screen out ultraviolet rays. The gray colored coating shall be baked on and include a slip resistant material.

HOSE BED - 68" WIDE

The hose bed shall be 68" wide from side to side.

HOSE BED CAPACITY

The hose bed shall have the capacity to carry the following hose load:

HOSE BED DIVIDER(S)

There shall be two (2) hose bed divider(s) to partition off hose. The divider(s) shall be constructed of 3/16" thick aluminum plate material. The lower edge of the divider(s) shall have a two inch 90-degree bend toward one side and

Toyne Inc.

a 2" x 2" x 3/16" aluminum angle welded to the other side.

The divider(s) shall be adjustable by sliding in tracks which are recessed flush into the hose bed flooring, one on front and one on rear. The divider shall be held in place by two bolts on each end.

The upper rear corner of the divider(s) shall have a minimum of a 3" radius cut with a 1" aluminum rub plate.

HOSE BED BULKHEAD

A bulkhead divider shall be provided in the front area of the hose bed separating the hose bed from the tank fill tower(s).

HOSE BED COVER WITH VELCRO FASTENERS

A heavy duty vinyl coated nylon hose bed cover shall be provided to protect the hose load from the weather. The cover shall extend from the front of the hose bed to the rear and then extend downward to cover the exposed rear of the bed.

The cover shall have a double reinforced area where the cover comes into contact with the upper rear corners of the hose bed dividers. The cover shall be secured to the apparatus using Velcro on the sides and lift dots on front.

The rear of the cover shall be secured to the apparatus using positive mechanical latches.

HOSE BED COVER - RED

The hose bed cover shall be red.

LOW MOUNT ENCLOSED LADDER COMPARTMENT

A ladder storage compartment shall be provided on the right side of the apparatus with an access door on the rear. The compartment shall be located below the hose bed level and shall not be located above or through the booster tank. The compartment shall be located between the booster tank and the right side compartments.

For ease of removal and replacement with limited staffing, the compartment shall be designed to carry all portable ladders vertically on their beams. Ladder racks that carry the ladders horizontally shall not be acceptable.

The compartment shall be constructed of 5052 1/8" aluminum with a brushed finish. Individual slides fabricated of 5052 H32 alloy aluminum shall be provided in the compartment on both sides to allow individual storage for all ladders. The slides shall be provided with permanently attached Rodex poly slip blocks with tapered front and rear edges allow easier loading/unloading of the ladders.

All ladders shall be capable of being removed individually without disturbing the remaining ladders.

LADDER COMPARTMENT DOOR

A smooth aluminum vertically hinged door with a slam-type latch shall be provided on the compartment. The latch shall be activated by a large "D" ring control. The use of lift-and-turn or small snap type latches on this door shall not be acceptable.

Toyne Inc.

The door shall be covered with Chevron material.

PIKE POLE STORAGE

Storage for two straight handle pike poles shall be provided in the ladder storage compartment.

LADDER COMPARTMENT LIGHT

An LED light shall be provided in the ladder storage compartment. The light shall be mounted just inside the ladder compartment access door and activated with an automatic door switch.

The light switch shall be incorporated into the door ajar warning system in the cab.

DUO SAFETY 24' 2-SECTION ALUMINUM LADDER

One (1) Duo Safety 900A 24' NFPA compliant two section aluminum extension ladder provided and mounted.

DUO SAFETY 14' ALUMINUM ROOF LADDER

One (1) Duo Safety model 775A 14' NFPA compliant aluminum roof ladder with folding hooks shall be provided and mounted.

DUO SAFETY 10' ALUMINUM FOLDING ATTIC LADDER

One (1) Duo Safety 585A 10' NFPA compliant aluminum folding attic ladder shall be provided and mounted.

6" x 10' HARD SUCTION HOSES (2)

Two sections of 6" diameter x 10' length clear lightweight PVC hard suction hose shall be provided.

The hard suction shall be coupled long handle female NST x rocker lug male NST.

NOTE: The long handles on the FNST end shall be folding type.

The hard suction shall be Kocheck brand.

COMPARTMENT SHELF TRACKS - ALUMINUM

Four (4) sets consisting of two heavy duty aluminum adjustable tracks shall be provided in specified compartments, one for each end of shelf.

The tracks shall not be welded to the apparatus body.

SHALLOW DEPTH COMPARTMENT SHELVING

Toyne Inc.

There shall be four (4) shallow depth shelves provided. The shelves shall be constructed of 1/8" smooth aluminum with a 2" upward bend on the front and rear edges.

The shelves shall have a random orbit sanded finish.

TURTLE TILE SHELF MAT

Each shallow depth shelf shall have Turtle Tile matting.

DRIVER'S SIDE FRONT OF WHEELWELL SPARE CYLINDER COMPARTMENT

A compartment shall be provided in the wheel area in front of the rear axle on the driver's side to hold a total of two (2) spare SCBA cylinders.

The compartment shall be injection molded high strength polyethylene designed specifically for the SCBA cylinder storage. The compartment shall be slanted towards the rear and have a drain port at the low point of the compartment.

DRIVER'S SIDE REAR OF WHEELWELL SPARE CYLINDER COMPARTMENT

A compartment shall be provided in the wheel area behind the rear axle on the driver's side to hold a total of two (2) spare SCBA cylinders.

The compartment shall be injection molded high strength polyethylene designed specifically for the SCBA cylinder storage. The compartment shall be slanted towards the rear and have a drain port at the low point of the compartment.

PASSENGER'S SIDE FRONT OF WHEELWELL SPARE CYLINDER COMPARTMENT

A compartment shall be provided in the wheel area in front of the rear axle on the passenger's side to hold a total of two (2) spare SCBA cylinders.

The compartment shall be injection molded high strength polyethylene designed specifically for the SCBA cylinder storage. The compartment shall be slanted towards the rear and have a drain port at the low point of the compartment.

PASSENGER'S SIDE REAR OF WHEELWELL SPARE CYLINDER COMPARTMENT

A compartment shall be provided in the wheel area behind the rear axle on the passenger's side to hold a total of two (2) spare SCBA cylinders.

The compartment shall be injection molded high strength polyethylene designed specifically for the SCBA cylinder storage. The compartment shall be slanted towards the rear and have a drain port at the low point of the compartment.

WHEELWELL STORAGE COMPARTMENT DOORS – BRUSHED FINISH STAINLESS

Toyne Inc.

Brushed finish stainless steel access doors shall be provided on each wheel well storage compartment in the wheel well.

WHEELWELL SCBA CYLINDER COMPARTMENT RETENTION STRAPS

One 1" wide loop of high visibility yellow webbing shall be installed in each wheel well spare cylinder compartment for each cylinder to be stored in the compartment. The loop(s) shall be designed to loop around the cylinder valve and help prevent the cylinder from sliding out of the compartment if the door is not latched or fails.

TURTLE TILE FLOOR MATS

All lower level apparatus body compartment floors shall be provided with 3/4" thick Turtle Tile modular 12" x 12" square tiles with perforated surface for ventilation and air circulation. The tiles shall be easily removable for cleaning the compartment. The tiles shall interlock into each other to form a "one piece" floor liner.

Floors with permanent mounted or bolted in place accessories will not have floor mats.

TURTLE TILE - BLACK

The Turtle Tile shall be black in color.

FOLDING ACCESS STEPS

Austin FS-200 CHR chrome plated folding access steps shall be provided in areas listed in these specifications. All access steps provided on the apparatus shall support a minimum static load of 500 lbs. and be mounted in accordance to recommended mounting procedures as outlined by NFPA 1901. The steps shall be minimum of 6.5" wide x 6.5" depth. The steps shall be attached to the apparatus using stainless steel bolts with locking type nuts.

Four NFPA compliant folding steps shall be provided on the right side front compartment face.

Four NFPA compliant folding steps shall be provided on the left side front compartment face.

One NFPA compliant folding step shall be provided on the rear of the apparatus on the right side.

Three NFPA compliant folding steps shall be provided on the rear of the apparatus on the left side.

NFPA KNURLED FINISH HANDRAILS

All handrails shall be 1 1/4" diameter extruded aluminum "knurled finish" with chrome plated stanchions. Rubber gaskets shall be provided between the stanchions and any painted surfaces.

LEFT REAR VERTICAL HAND RAILS

An NFPA compliant handrail shall be provided on the left rear of the apparatus for boarding the rear step and using the left rear hose bed access steps.

RIGHT REAR VERTICAL HAND RAILS

Toyne Inc.

An NFPA compliant handrail shall be provided on the right rear of the apparatus for boarding the rear step and using the right rear hose bed access steps.

RIGHT FRONT HOSEBED GRAB RAIL

A 12" NFPA compliant horizontal handrail shall be provided on the upper right front of the apparatus towards the front of the hose bed.

LEFT FRONT HOSEBED GRAB RAIL

A 12" NFPA compliant horizontal handrail shall be provided on the upper left front of the apparatus towards the front of the hose bed.

RIGHT REAR GRAB RAIL

A 12" NFPA compliant horizontal handrail shall be provided on the right rear of the apparatus towards the rear of the hose bed.

LEFT REAR GRAB RAIL

A 12" NFPA compliant horizontal handrail shall be provided on the left rear of the apparatus towards the rear of the hose bed.

INTERMEDIATE REAR HORIZONTAL HAND RAIL

An intermediate horizontal handrail shall be provided on the rear of the apparatus.

NFPA 1901 CERTIFIED 12 VOLT ELECTRICAL SYSTEM

The 12-volt apparatus body electrical system shall be provided and shall be in compliance with NFPA 1901 testing and certification procedures as follows:

NFPA MINIMUM ELECTRICAL LOAD DEFINITION

The NFPA 1901 defined minimum electrical load shall consist of the total amperage required to simultaneously operate the following in a stationary mode:

- Propulsion engine and transmission.
- The clearance and marker lights.
- Communication equipment (5 amp default).
- Illumination of all walking surfaces, the ground at all egress points, control and instrumentation panels and 50% of total compartment lighting.
- Minimum warning lights required for "blocking right of way" mode.
- The current to simultaneously operate and fire pump and all specified electrical devices.
- Anything defined by the purchaser, in the advertised specifications, to be critical to the mission of the

Toyne Inc.

apparatus.

RESERVE CAPACITY TEST

The first electrical test to be performed will be the Reserve Capacity Test. All items listed in NFPA Minimum Load Definition shall be activated with the engine shut off. After 10 minutes of operation, those items shall be deactivated. After deactivation, the battery system shall have ample reserve to start the engine.

ALTERNATOR PERFORMANCE TEST AT IDLE

An "alternator performance test at idle" test shall be completed. The minimum continuous electrical load shall be activated with the engine running at idle speed. When the engine temperature has been stabilized at idle speed, the battery system shall be tested to detect any battery discharge current.

ALTERNATOR PERFORMANCE TEST AT FULL LOAD

An "alternator performance test at full load" test shall be completed. The minimum continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed for a 2 hour period.

TEST CONDITIONS

All electrical testing shall be performed with the engine compartment at approximately 200 degrees.

12-VOLT WIRING SYSTEM

All 12-volt electrical wiring shall be SXL cross link rated to carry 125% of the maximum current for which the circuit is protected. The wire shall be of sufficient size so that voltage drop in any electrical device does not exceed 10%. All wiring shall be color, number, and function coded with the number and function being printed every 3" along the entire length of all apparatus body wires (as required by NFPA 1901). All wiring shall be routed through heavy duty PVC split loom securely attached and protected against heat, oil, and physical damage. All locations where the wire passes through a body panel shall be protected with electrical grommets.

All connections shall be made using mechanical connectors and be screwed to terminal or junction box with machine screws. Wire nut, insulation displacement, or piercing connections shall not be used.

All circuits shall be provided with properly rated low voltage over current protective devices of the automatic reset type.

Removable access panels shall be provided to provide access to the wire and electrical components.

MULTI-PLEXED ELECTRICAL SYSTEM

The apparatus body electrical system shall incorporate a Multiplexed Electrical System. The multiplex system shall consist of all solid-state components contained inside aluminum extrusions referred to as nodes. Each node shall consist of (24) output channels and (24) input channels. All inputs and outputs will be configured into an electrical harness utilizing Deutsch connectors. The nodes must be waterproof and not require special mounting requirements.

The system, at a minimum, shall be capable of performing the following functions: load management sequencing, switch loads, receive digital and analog signals, perform and report diagnostics, continuously report vehicle status and

Toyne Inc.

the system is expandable.

Placement of nodes throughout the apparatus enables a reduction in wire harness bundles, elimination of redundant harnesses and separate circuit boards, relay and circuit breakers, electrical hardware, separate electrical or interlock subsystems and associated electronics for controlling various electrical loads and inputs. The multiplex system shall be field re-programmable and re-configurable by any authorized dealer or service center. This complete system shall eliminate the need for the following separate components or devices: load manager, load sequencer, warning lamp flasher, door open notification system, interlock modules, separate volt meter and ammeter.

The Base System Shall Include:

- Total Load Management
- Load Shedding Capabilities
- Load Sequencing Capabilities
- "On-Board" Diagnostics Readout
- Very Reliable, Solid-State Hardware
- Error Reporting
- Continuous system monitoring and reporting
- Emergency warning lamp flasher
- Door Ajar System
- Field Configurable
- Expandability Capabilities
- Advanced PC Diagnostics

As-built wiring harness drawings and a master circuit list of electrical circuits that the apparatus builder installs shall be furnished in the delivery manuals. These schematics must show the electrical system broken down into separate functions, or small groups of related functions. Schematics shall depict circuit numbers, electrical components, harnesses, and connectors from beginning to end. **A single drawing for all electrical circuits installed by the apparatus builder shall not be accepted.**

VMUX WARRANTY

The VMUX multiplexed electrical system shall be warranted, under normal use and service, for a period of four years. One year parts and labor and the remaining three years parts only.

AUTOMATIC HIGH IDLE FUNCTION

An automatic high idle system shall be installed and will activate whenever the system voltage drops below a determined voltage. The high idle will remain on until adequate voltage is achieved.

REAR LICENSE PLATE LIGHT/BRACKET

A chrome plated LED license plate light shall be provided on the rear of the apparatus.

A license plate mounting bracket shall be provided that spaces the license plate away from the apparatus body.

Toyne Inc.

CLEARANCE LIGHTS/REFLECTORS

All apparatus body clearance lights shall be LED style. All lower clearance lights and reflectors shall be mounted in a manner that provides protection from damage, and shall comply with FMVSS-108 regulations.

MID-MOUNTED SIDE TURN SIGNAL - LED

An amber LED side turn signal shall be provided in the mid-section area of the apparatus on both sides.

LED PUMP COMPARTMENT LIGHTS (2)

Two LED compartment lights shall be provided to illuminate the pump compartment. The lights shall function with the pump operators gauge panel lights.

DUAL TRACK TYPE LED COMPARTMENT LIGHTING

Each apparatus body compartment shall have two track type LED lights vertically mounted in the compartment. The lights shall be constructed of an unbreakable type clear poly type flexible material housed in an aluminum extrusion.

A compartment that is considered a 'full height' compartment shall each have two 48" long light sections and a 'low height' or above wheel compartment shall each have two 18" long sections.

The lights shall function automatically and independently of other compartments when the compartment door is opened. **Compartment lighting systems that are controlled by a single, dash mounted switch are not acceptable.**

COMPARTMENT LIGHT SWITCHES

Each hinged apparatus body door compartment shall have a magnetic style reed indicator switch.

Each roll up door shall have an integral door open indicator magnet in the lift bar. If the bar is not properly closed, it shall activate the "Door Open" light in the cab.

The compartment lights shall function automatically when the door is opened. A master compartment light switch shall not be acceptable.

PERIMETER GROUND LIGHTING - three (3)

There shall be three (3) 4" diameter LED underbody perimeter lights furnished and installed. The lights shall have an unbreakable polycarbonate lens and housing. The lights shall be sealed to help prevent moisture entry.

The ground lights shall be activated with the parking brake.

LED APPARATUS BODY STEP LIGHTING

All apparatus steps and running boards shall be illuminated using chrome plated or stainless steel LED lights. The

Toyne Inc.

lights shall function automatically with the park brake.

GROUND/STEP LIGHTING CUTOFF SWITCH

A ground/step light cut off switch shall be provided in the cab to allow the driver to disable the ground lights and other lights that activate when the parking brake is set. The switch shall automatically re-set itself when the parking brake is released.

WHELEN C6 QUAD-CLUSTER TAILLIGHTS - LED

Whelen C6BTT LED taillights, C6T LED turn signals and a C6BU clear backup lights shall be provided.

A PLASC4V chrome plated trim housing shall be provided, one each side for mounting the tail lights, turn signal lights, backup lights and warning lights.

BACKUP LIGHTS PARK FUNCTION

The backup lights shall automatically activate when the park brake is set to provide work lighting at the rear of the apparatus.

ZONE A UPPER WARNING LIGHTING

The lightbar shall be provided on the chassis. Specifications for the lightbar are listed in the chassis specifications.

WHELEN C7LRC SUPER MAX LED SIDE REAR WARNING LIGHTING

Two Whelen C7LRC Super Max red LED light heads shall be mounted on each side in a lower rear position. Both shall have clear lenses. A C7FC chrome bezel shall be provided around the lights.

WHELEN C6LRC SUPER MAX LED LOWER REAR WARNING LIGHTS

Two Whelen C6LRC Super Max red LED light heads shall be mounted on the rear of the apparatus in a low position. Both shall have clear lenses. A C6FC chrome bezel shall be provided around the lights.

WHELEN C9LRC SURFACE MAX LED UPPER ZONE B/D WARNING LIGHTING

Two Whelen C9LRC Surface Max red LED light heads with clear lens shall be mounted on each side of the apparatus above the side compartments. A C9FC chrome bezel shall be provided for each light.

WHELEN 900 SERIES SUPER LED UPPER ZONE C WARNING LIGHTING

Two Whelen C9LRC Super Max red LED light heads shall be mounted on the rear of the apparatus, one each side. Both shall have a clear lens. A C9FC chrome bezel shall be provided for each light.

Toyne Inc.

FRC SPA900-Q70 SCENE LIGHTS (6)

Six FRC model SPA900-Q70 scene lights shall be provided and mounted two on each side and one on each side on the rear. The lights shall be 12VDC and create up to 7,000 lumens each.

The lights shall have a chrome plate trim bezel.

12 VOLT SCENE LIGHT ACTIVATION SWITCHES (3)

Three switches shall be provided to activate the 12 volt scene light(s). The driver's side lights, passenger's side lights and the rear lights shall each be individually switched. The switches shall be located on the cab control console.

DUAL FUNCTION REAR SCENE LIGHT(S)

The rear facing scene light(s) shall activate automatically when the apparatus transmission is placed into reverse.

LED HOSE BED LIGHT

One LED light shall be provided and mounted in the front of the hose bed .

The light shall be controlled by the pump panel light switch.

FRC SPECTRA LED TELESCOPING LIGHT - 12 VOLT

Two (2) Fire Research model SPA540-Q20 top raising telescoping light(s) shall be mounted on the apparatus. The lighthouse shall be 12 volt LED and shall draw a maximum of 18 amps creating 20,000 lumens.

The telescoping pole shall be constructed of heavy wall anodized tube. The pole shall be secured in any raised position with a non-directional advanced twist lock locking device. The twist lock mechanism shall have a knurled positive grip.

The light(s) shall be electrically tested so that they are safe for their intended use. The light(s) shall be certified by Underwriters Laboratories (UL) and shall meet/exceed NFPA 1901.

The telescoping light(s) shall be equipped with a FRC "ON" switch on the lighthouse(s).

The telescoping light(s) shall be equipped with a FRC "TW" retractile coil cord out of the lighthouse.

The telescoping light(s) shall be mounted at the pump panel.

FIRE HELMET MOUNTING

The end user of the apparatus shall be responsible for insuring that all helmets are either stored in an exterior compartment or a securely mounted to NFPA 1901 standards inside the cab.

Toyne Inc.

PAINT PROCEDURE - PPG DELFLEET BASE COAT/CLEAR COAT

All interior compartment surfaces shall remain # brushed stainless steel. There shall be no paint or any other type of coating on the interior compartment surfaces. Standard mill finish, DA finish or swirled finish shall not be accepted.

Any exterior surfaces that are to be painted shall be individually listed in the apparatus body portion of this specification.

All seams or flanges on the apparatus body shall be caulked or properly sealed to prevent moisture accumulation in flanged areas.

PPG CERTIFIED 10 YEAR LIMITED PAINT WARRANTY

The apparatus body exterior finish paint shall have a 10 year limited warranty. The warranty shall be certified by the manufacturer of the paint. Documentation of this shall be provided to the end user. Any warranty that is extended by the apparatus manufacturer and not backed by the paint manufacturer will not be acceptable.

PPG Commercial OEM Product Warranty Coverage:

Warranty Inclusions:

- Delamination of the topcoat and/or other layers of paint.
- Cracking or checking due to failure of the product.
- Excessive loss of gloss caused by cracking, checking and hazing.

Warranty Exclusions:

- Paint deterioration caused by blisters, bubbles, flaking or other degradation due to rust or corrosion originating from the substrate.
- Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing, or aggressive mechanical wash systems.
- Paint deterioration caused by abuse, scratches, chips, gloss reduction, accidents, acid rain, chemical fallout, road treatment materials/chemicals or acts of nature.
- Any paint that was not applied by Toyne, Inc.
- Claims presented without proper Warranty documentation.
- Failure on finishes performed by Non-PPG Commercial Certified Technicians.
- Failure on finishes due to inadequate film builds.
- Failures due to improper cleaning or surface preparation or failure to follow the product use instructions.

THESE ARE THE ONLY WARRANTIES THAT PPG MAKES, AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, ARE DISCLAIMED BY PPG.

ELECTROLYSIS CORROSION CONTROL

Toyne Inc.

The apparatus shall be assembled using ECK or electrolysis corrosion control, on all high corrosion potential areas, such as door latches, door hinges, trim plates, fenderettes, etc. This coating is a high zinc compound that shall act as a sacrificial barrier to help minimize electrolysis and corrosion between dissimilar metals. This shall be in addition to any other barrier material that may be used.

SINGLE COLOR APPARATUS BODY PAINT

The apparatus body shall have a single color scheme.

APPARATUS BODY UNDERCOATING

The apparatus body shall be undercoated after assembly is completed. A bituminous based automotive type undercoat shall be used. Care shall be taken to avoid undercoat application to items that would hinder normal maintenance.

COMPARTMENT INTERIORS - BRUSHED STAINLESS FINISH

The compartment interiors shall be brushed stainless steel # 4 finish. The brushed finish shall be as provided by the manufacturer of the material.

Interiors with any type of paint, sprayed-on coatings, DA finish, or standard "mill finish" will not be acceptable.

LETTERING

The apparatus dealer shall provide and apply all vehicle lettering and numbering.

1"-6"-1" NFPA REFLECTIVE STRIPE

A 6" reflective stripe shall be applied to the apparatus.

A 1" gap shall be provided on both the top and bottom of the 6" stripe followed by a 1" reflective stripe above and below the upper and lower gap.

A single 6" stripe shall be applied to the front if space does not permit for the 3 stripe pattern.

The striping shall be applied to a minimum of 50% of the length of the apparatus on each side and 25% across the front of the apparatus. The stripe shall comply with NFPA 1901 requirements.

PRIMARY REFLECTIVE STRIPE COLOR - WHITE

The primary reflective stripe shall be 680-10 white.

SECONDARY UPPER REFLECTIVE STRIPE COLOR - WHITE

The secondary upper reflective stripe shall be 680-10 white.

Toyne Inc.

SECONDARY LOWER REFLECTIVE STRIPE COLOR - WHITE

The secondary lower reflective stripe shall be 680-10 white.

REFLECTIVE STRIPE - HORIZONTAL

The reflective stripe shall be applied in a straight horizontal line from front to rear. The height of the stripe on the chassis cab and the body shall be as close as possible.

REAR CHEVRON STRIPING

A minimum of 50 percent of the rear vertical surface of the apparatus shall be covered with 6 inch alternating red and fluorescent yellow green retro-reflective striping. The striping shall slope downward away from the centerline of the apparatus at a 45-degree angle.

The retro-reflective material shall conform to the requirements of ASTM D 4956 "Standard Specification for Retro-Reflective Sheeting for Traffic Control", Type I or better.

FUEL TANK ACCESS

A removable panel shall be provided on the rear of the apparatus for maintenance access to the top of the fuel tank.

ENGINE HORIZONTAL EXHAUST

Shielding shall be provided between the apparatus body and the exhaust pipe if necessary to deflect heat away from the body. The exhaust system shall be designed and installed to comply with EPA equipment requirements and shall not be modified.

DRIVER'S SIDE FUEL FILL

A chassis fuel fill shall be located in the driver's side rear wheel well. The fuel fill shall be properly vented.

LEFT (DRIVER'S) SIDE FUEL FILL DOOR

A chassis fuel fill shall be located in the driver's side rear wheel well. The fill shall be located behind a brushed stainless steel hinged door with flush latch. The fuel fill shall be properly vented.

REAR MUD FLAPS

Heavy duty black rubber mud flaps shall be provided on the rear wheels. The mud flaps shall be attached to the apparatus in the rear wheel well area using heavy duty stainless steel retention straps that are secured into place using stainless steel fasteners.

Toyne Inc.

REAR PULLING EYES

Two rear 3/4" CRS pulling eyes shall be provided under the rear tailboard. The eyes shall have a minimum of a 3" clear opening for passing chains through the eye.

BATTERY DANGERS LABEL - FAMA01

A permanent label shall be provided near the battery location that warns of potential injury or death that could be caused by the batteries. The label shall also state precautions that should be taken while working on or around the batteries.

ROTATING SHAFTS DANGER LABEL - FAMA02

A permanent label shall be provided on each side of the frame rail and in any other location(s) where rotating shaft hazards are apparent. The label shall warn of potential injury or death that could be caused by the movement of the shaft(s) as well as precautions that should be taken while working on or around them.

HOT SURFACE DANGERS LABEL - FAMA03

A permanent label shall be provided near any hot surface that warns of potential injury or death that could be caused by contact with the surface. The label shall also state precautions that should be taken while working on or around the surface.

HOT EXHAUST DANGERS LABEL - FAMA04

A permanent label shall be provided near any hot exhaust surface that warns of potential injury or death that could be caused by contact with the surface. The label shall also state precautions that should be taken while working on or around the surface.

SPINNING ENGINE FAN DANGER LABEL - FAMA05

A permanent label shall be provided on both sides of the engine fan. The label shall warn of potential injury or death that could be caused by the movement of the fan as well as precautions that should be taken while working on or around them.

SEATED AND BELTED WARNING LABEL - FAMA07

A permanent label shall be provided that is visible to all occupants that states that they should be seated and belted while the apparatus is in motion. The label shall also state potential injuries or death that could be caused if the safety belts are not used properly.

AIR CONDITIONING REFRIGERANT WARNING LABEL - FAMA09

If the apparatus is equipped with any type of air conditioning system, a permanent label shall be provided that is located in an area that would be visible to service personnel. The label shall state that the system contains R134A, the necessary precautions that should be taken and the dangers of working on or around the system.

Toyne Inc.

CAB INTERIOR EQUIPMENT MOUNTING DANGER LABEL - FAMA10

A permanent label shall be provided inside of the cab warning of the dangers of unsecured equipment inside the cab. The label shall state that all equipment shall be properly secured and also warn of potential injury or death that could be caused by failing to do so.

SCBA SEAT DANGER LABEL - FAMA11

If the apparatus is equipped with SCBA seats in the cab, a permanent label shall be provided inside of the cab warning of the dangers of using the seat without the SCBA properly secured or seat insert in place. The label shall warn of potential injury or death that could be caused by improper use of the seat.

FIRE SERVICE TIRE RATING LABEL - FAMA12

A permanent label shall be provided inside of the cab in view of the driver while entering the cab warning of the dangers of improper use of the tires on the apparatus. The label shall also warn of potential injury or death that could be caused by improper tire use or condition.

ELECTRONIC STABILITY CONTROL LABEL - FAMA13

If the apparatus is equipped with an electronic stability control system, a permanent label shall be provided inside of the cab in view of the driver warning of the dangers of improper operation of the apparatus and the importance of safe driving. The label shall also warn of potential injury or death that could be caused by improper operation of the apparatus.

MAXIMUM OCCUPANCY LABEL - FAMA14

A permanent label shall be provided inside of the cab in view of the driver stating the maximum number of personnel that can ride in the apparatus. The label shall also warn of potential injury or death that could be caused by exceeding the stated capacity.

DO NOT WEAR HELMET LABEL - FAMA15

A permanent label shall be provided inside of the cab in view of all seated positions stating that helmets should not be worn in cab. The label shall also warn of potential injury or death that could be caused by wearing helmet in cab.

VEHICLE BACKING LABEL - FAMA17

A permanent label shall be provided inside of the cab in view of the driver advising of proper procedures to following when the apparatus is in reverse motion. The label shall also warn of potential injury or death that be caused by failing to follow proper procedures.

INTAKE/DISCHARGE CAP PRESSURE LABEL - FAMA18

A permanent label shall be provided in all areas that intakes and discharges are capped. The label shall give instruction on how to properly remove the cap. The label shall also warn of potential dangers, injury or death that be caused by failing to follow proper cap removal procedures.

Toyne Inc.

HOSE RESTRAINT LABEL - FAMA22

A permanent label shall be provided near any hose storage area. The label shall instruct the operator to insure that all hose is properly secured prior to placing the apparatus in motion and to provide warning of potential dangers, including injury or death, in failing to do so.

LH HOSEWELL HOSE RESTRAINT LABEL - FAMA22

A permanent label shall be provided near the left side runningboard hosewell. The label shall instruct the operator to insure that all hose is properly secured prior to placing the apparatus in motion and to provide warning of potential dangers, including injury or death, in failing to do so.

ACCESS STEPS/LADDER LABEL - FAMA23

A permanent label shall be provided at any area of the apparatus where personnel will be boarding or exiting the apparatus. The label shall instruct the operator in the proper method of climbing into or onto the apparatus as well as exiting and provide indication of potential injury or death that could occur in failing to do so.

DO NOT RIDE ON REAR STEP WARNING LABEL - FAMA24

A permanent label shall be provided at the rear step area stating that riding in this area while the vehicle is in motion is prohibited and shall warn of the potential dangers, including injury or death, in doing so.

DO NOT RIDE IN WALKWAY WARNING LABEL - FAMA24

A permanent label shall be provided in the walkway/crosswalk stating that riding in this area while the vehicle is in motion is prohibited and shall warn of the potential dangers, including injury or death, in doing so.

DO NOT RIDE IN WALKWAY WARNING LABEL - FAMA24

A permanent label shall be provided in the walkway/crosswalk stating that riding in this area while the vehicle is in motion is prohibited and shall warn of the potential dangers, including injury or death, in doing so.

TRAINED OPERATOR ONLY LABEL - FAMA25

A permanent label shall be provided on the pump panel that states that only properly trained personnel should operate the apparatus and shall indicate that injury or death could occur as a result.

NOT A STEP WARNING LABEL - FAMA26

A permanent label shall be provided in any horizontal location that a firefighter may feel tempted to use as a step but is not designed, constructed or intended to be a stepping, standing or walking surface. The label shall state that the surface is not intended for this purpose and indicate potential injury or death in doing so.

COMPARTMENT TOP WARNING LABEL - FAMA26

A permanent label shall be provided on the front and rear of the compartment tops on both sides warning that the area

Toyne Inc.

is not designed, constructed or intended to be a stepping, standing or walking surface. The label shall state that the surface is not intended for this purpose and indicate potential injury or death in doing so.

CAB TILT WARNING LABEL - FAMA41

A permanent label shall be provided inside the driver's door warning of potential injury or death that could be received in the area under or around a tilted cab. The label shall also state safety precautions that should be taken when the cab is tilted.

SIREN NOISE WARNING LABEL - FAMA42

A permanent label shall be provided inside the driver's door warning of potential injury that could be received from the noise of the siren. The label shall also state safety precautions that should be taken when the siren is in use.

FLUID CAPACITY LABEL

A permanent plate shall be mounted in the driver's compartment specifying the quantity and type of the following fluids used in the apparatus (if applicable) for normal maintenance:

- Engine oil.
- Engine coolant.
- Chassis transmission fluid.
- Pump transmission fluid.
- Pump primer fluid.
- Drive axle fluid.
- Air conditioning refrigerant.
- Air conditioning lubrication oil.
- Power steering fluid.
- Cab-tilt mechanism fluid (if applicable).
- Transfer case fluid.
- Equipment rack fluid.
- CAFS compressor system lubricant.
- Generator system lubricant.
- Front tire cold pressure.
- Rear tire cold pressure.
- Maximum tire speed ratings.

LENGTH, HEIGHT, WEIGHT LABEL

A permanent plate or label shall be provided in the cab stating the overall length, height and the gross vehicle weight rating (GVWR), in tons, of the completed apparatus.

The wording on this label shall indicate that the information on the plate/label was current at the time of manufacture and if the overall height of the apparatus changes while the vehicle is in service, the purchaser shall revise the height dimension on the plate.

PUMP CERTIFICATIONS

Where applicable, the following documents shall be provided with the completed apparatus:

Toyne Inc.

- Pump manufacturer's certification of suction capability.
- Special condition certifications, if any.
- Pump manufacturer's approval for stationary pumping.
- Engine manufacturer's certified brake horsepower curve showing maximum governed speed.
- Pump manufacturer's certification of hydrostatic test.
- Pump manufacturer's certification of hydrodynamic test, if required. Certification of inspection and tests for the fire pump.

OPTICAL WARNING LIGHT CERTIFICATION

The emergency warning light system shall be certified using one of the available methods provided for in NFPA 1901 13.8.16.

SIREN CERTIFICATION

The siren manufacturer shall certify the siren to NFPA 1901 13.9.1.1.

ELECTRICAL SYSTEM PERFORMANCE CERTIFICATION

A written load analysis and the results of the electrical system performance test shall be provided with the completed apparatus. The load analysis shall include the following:

- Nameplate rating of the alternator.
- The alternator rating under the conditions specified in NFPA 1901 13.3.2.
- Each of the component loads specified in NFPA 1901 13.3.3 that make up the minimum continuous electrical load.
- Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.
- Each individual intermittent electrical load.

BOOSTER TANK CAPACITY CERTIFICATION

The manufacturer shall certify the capacity of the booster tank. Certification shall be documented on the Manufacturer's Record of Construction document.

CLASS A FOAM TANK CERTIFICATION

Certification of class A foam tank capacity shall be provided.

NFPA SLIP RESISTANCE CERTIFICATION

Any materials used as a stepping, standing or walking surface shall be certified to be compliant with NFPA 1901 15.7.4. Documentation shall be provided with the completed apparatus.

WEIGHT CERTIFICATION

Documents from a certified scale showing actual loading on the front, rear and overall apparatus shall be provided.

Toyne Inc.

The apparatus shall be scaled with the water tank full but without personnel, equipment and hose.

VEHICLE ROLLOVER STABILITY

The apparatus chassis shall be equipped with a stability control system and shall be certified to NFPA 1901 Rollover Stability requirements.

UNDERWRITER'S LABORATORIES TESTING

The apparatus shall undergo an Underwriter's Laboratories Certification Test to insure that the completed apparatus meets the requirements of NFPA 1901. The certificate shall be provided to the purchaser upon completion. Underwriter's Laboratories shall also perform the required testing on the entire installed electrical system. Self-certification by the apparatus manufacturer will not be acceptable.

MANUFACTURER'S RECORD OF APPARATUS CONSTRUCTION

All information required to comply with NFPA 1901 4.20.1 shall be provided with the completed apparatus.

OPERATIONS AND SERVICE DOCUMENTATION

The apparatus shall be complete with all operation and service documentation covering the apparatus as delivered and accepted. The documentation shall address the inspection, service and operations of the apparatus and all major components as required in NFPA 1901 4.20.2.

"AS BUILT" APPARATUS BODY OWNERS MANUALS (2)

Two "as built" apparatus body owner's manual USB drives shall be provided with the apparatus. All apparatus body electrical schematics shall be provided as well as all instructional and maintenance manuals on components provided and permanently mounted on the apparatus. A copy of the final apparatus body build specifications shall also be included on the drive. The USB shall be "read only" and shall not allow modification.

To eliminate component confusion, generic documentation with equipment that is not provided on the apparatus body shall not be acceptable.

FAMA FIRE APPARATUS SAFETY GUIDE

One (1) FAMA Fire Apparatus Safety Guide(s) shall be provided with the completed apparatus.

STATEMENT OF EXCEPTION - NFPA MISCELLANEOUS REQUIRED EQUIPMENT

The customer shall be responsible for providing all NFPA required miscellaneous equipment that is not contained within these specifications. All required equipment must be properly installed on the apparatus and in working condition prior to the apparatus being placed into service.

FAMILIARIZATION AND DEMONSTRATION

Toyne Inc.

Upon completion of the new apparatus, an authorized properly trained representative of the manufacturer shall perform a "Familiarization and Demonstration" overview of the apparatus and related components.

The Department shall provide the representative with a written list, by full proper names, of the individual(s) that are to receive the overview. Upon completion of the overview, each person in attendance will be required to acknowledge, by signature, that they understand the operation of the apparatus and all related components.

CHASSIS FAMILIARIZATION

Familiarization of the apparatus shall include the following:

- How to locate gauges or indicators and check all fluid levels and operational use of the apparatus.
- How to tilt the chassis cab or hood assembly for access to the engine, fire pump (if applicable), or aerial control (if applicable), or any other device to allow access to fluids or for required maintenance.
- Interior cab controls, instruments, mirrors, safety devices or alarms, brake operations, transmission control, pump controls (if applicable) exhaust regeneration (if applicable), seat adjustments, warning light engagement and other operational equipment.

FIRE PUMP FAMILIARIZATION

Familiarization of the apparatus shall include the following items related to the fire pump system:

- Setting the parking brake, proper transmission gear and the fire pump engagement operations.
- Throttle control.
- Primer and tank-to-pump operation.
- Use of pressure control device.
- Tank refilling operations.
- Proper operation of discharge controls.
- Proper shutdown and draining of the system.

POST ACCEPTANCE TRAINING REQUIREMENTS

After apparatus acceptance, the Department shall be responsible for ongoing training of personnel. The Department shall not allow untrained or undertrained personnel to operate the apparatus or any included feature of the apparatus.



TOYNE INC.

104 Granite Ave. Breda, IA 51436
(712) 673-2328 FAX (712) 673-2200

APPARATUS PURCHASE AGREEMENT

THIS AGREEMENT, made by and between Toyne, Inc. Breda, IA, the first party, and the purchaser:

Oelwein Fire Department
202 2nd Ave SW
Oelwein, Iowa 50662

Toyne, Inc. hereby agrees to furnish the apparatus and equipment according to the specifications hereto attached and made part of this contract, and to deliver the same as hereinafter provided.

Toyne, Inc. agrees that all material and workmanship of the apparatus and equipment shall comply with the proposal specifications. In the event there is any conflict between Customer Specifications previously submitted to Toyne, Inc., and the specifications attached hereto, it is understood and agreed between the parties that the apparatus and equipment made the basis of this contract shall meet only the specifications attached hereto and made a part hereof, as if fully and completely set out herein, and no other. The sole and exclusive warranty accompanying this sale is contained in the warranty attached hereto, and made a part hereof by reference, as if fully and completely set out herein. Surety Bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

This fire apparatus shall conform with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by Customer Specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below.

The apparatus and equipment shall be ready for delivery from Breda, IA, within about 300 days after the receipt and acceptance of this contract at the first party's office at Breda, IA. Delays due to strikes, failures to obtain chassis, materials, or other causes beyond its control not preventing, and shall be delivered to said party of the second party.

A competent representative shall, upon request, be furnished by first party to demonstrate the apparatus for second party and to give its employees the necessary instructions in the operation and handling of the apparatus.

The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

\$378,320.49

This contract price represents the following payment schedule:

- A payment of: \$ 0.00 due within 14 days of signing the contract by the purchaser.
(for this the contract price includes a discount of \$0.00)
- A payment of: \$ 0.00 due within 14 days of the arrival of the chassis at Toyne Inc.
(for this the contract price includes a discount of \$0.00)
- A payment of: \$ 378,320.49 due upon the delivery of the apparatus to the purchaser.



Interest at 12 percent per annum, payable monthly, shall be charged on all past due payments. If deferred payment arrangements are made, such arrangements shall be in writing, and second party's obligation shall be evidenced by properly executed lease documents.

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

In the event the apparatus is placed in fire service prior to payment in full, the first party reserves the right to charge a rental fee of Two Hundred Fifty Dollars (\$ 250.00) per day.

The name of the person authorized by the second party to authorize change orders shall be:

0

Any applicable taxes not specified noted above will be paid by the second party directly, or will be added to the Purchase Price and paid by the first party. If second party claims exemption from any tax, second party agrees to furnish applicable exemption certificate and save the party harmless from any such tax, interest or penalty, which may at any time, is assessed against the first party.

Acceptance of goods shall occur when the second party takes delivery. In case the second party desires to test the apparatus, such tests shall be made within 10 days after arrival of the goods at destination and a written report of such tests shall be delivered to the first party at its principal office at Breda, IA. If no such tests are to be made, or if no such report is made by the second party within 10 days after arrival, then said apparatus and equipment shall be conclusively determined to be in full compliance with contract specifications and conclusively determined to be conforming and in accordance with the obligations under this contract. No revocation of acceptance shall take place unless communicated to the first party within 10 days after delivery of the goods. In the event notice of revocation of acceptance is communicated to the first party within 10 days, the second party's right to revoke its acceptance shall be governed by the laws of the State of Iowa.

Toyne, Inc. shall not be liable if performance failure arises out of causes beyond his control and without the fault or negligence of the Contractor (acts of God, war, fires, floods, freight embargoes, order of any court, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance). Should a performance failure occur, it will be the responsibility of the Contractor to notify the Purchaser in writing and submit proof of the circumstances for non-performance. Immediately following the resolution of circumstances responsible for non-performance, the Contractor must renegotiate delivery schedules.

It is agreed that the apparatus and equipment covered by this contract shall remain the property of Toyne, Inc. until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of Toyne, Inc. until the above listed price for such piece has been paid in full, and in case of a default in payment, Toyne, Inc. may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date taking possession.

This contract to be binding must be signed and approved by an officer of Toyne, Inc., or someone authorized in writing by it to do so. This contract and specifications take precedence over all previous negotiations and no representatives are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.



If for any reason, the Purchaser wishes to cancel this contract. Toyne Inc. will be entitled to an amount not to exceed 10% of the total contract price plus 100% of all expenses incurred by Toyne, Inc. and its authorized representative as a result of the cancelation. Such expenses would include, but not limited to, the following items:

- Manufacturing or engineering work already performed.
- Cancellation fees charged by component manufacturer's.
- Full cost of all un-returnable items.

If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent to contrary, prohibited or invalid, but remainder shall be deemed inapplicable and deemed omitted to the extent to contrary, prohibited or invalid, but remainder shall not be invalidated and shall be given effect so far as possible.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed, and attested by its authorized representatives on this:

_____ day of _____, 20 _____.

By: _____

Title: _____

Second Party's Registered Name

By: _____

Toyne Inc. Sales Representative

Accepted at Toyne Inc. Corporate Office in Breda, IA

By: _____

Michael D. Schwabe - President

Date: _____



QUOTE FOR FIRE APPARATUS

DATE: 5-24-2020

Oelwein Fire Department

Chief,

Please see the following price on the Demo 12559 Custom Pumper.
All demo units are subject to prior sale.
Toyne reserves the right to finish the Demo show Schedule prior to delivery.
Please check with your Salesman for an estimated delivery date.

Option A

Toyne will furnish the 12559 demo per specifications. Price includes \$1,500.00 in lettering allowance.

New build will be estimated at **\$417,079.00**

Your investment for demo #12565 will be \$378,320.39*

Or Lease to own for 10% down and annual payments of

\$76,854.00 for a 5year lease

\$57,162.00 for a 7year lease

Or

\$42,482.00 for a 10year lease

- Commented [JK1]:
- Commented [JK2R1]:
- Commented [JK3R1]:

**Plus any additional equipment options listed in part B. Options may be included in lease package. Contact your salesman for additional terms and payments that may be available.*

Option B

The following options may be added to your project. Please check the options below and add to the above price.

- o Add pump heater and pan \$1,877.00
- o Add On spot chains \$3,260.00
- o Add Akron high rise manual monitor \$ 5,531.00
- o Add stack tips for Monitor \$ 704.00
- o Add Akron 1755 Turbo master nozzle with stream shaper \$ 1,995.00
- o Add Arrow stick (need to verify if possible due to design) \$ 1,874.00

- o Add roll out tilt down tray to driver's rear compartment \$1,439.00each
- o Add TFT AXD3ST-NX-T swivel gated ball valve \$1,963.00each
- o Change lower side cab and body lights to blue \$ 376.00
- o Change one grill light and one lower rear light to blue \$ 376.00
- o Remove shelf over driver's wheel and add tool board \$1,422.00
- o Add rear tool board to driver's above wheel well rear wall \$ 522.00
- o Add 110w and blue sea to cab and for mounting \$ 482.00
- o Add 110w and blue sea to rear body compartment \$ 482.00
- o Federal Q siren with rocker brake and 2(two) foot switches \$3,284.00

Price on demo \$378,320.40

Total Options _____

Total project cost _____

Purchase Sign by customer _____ Date _____

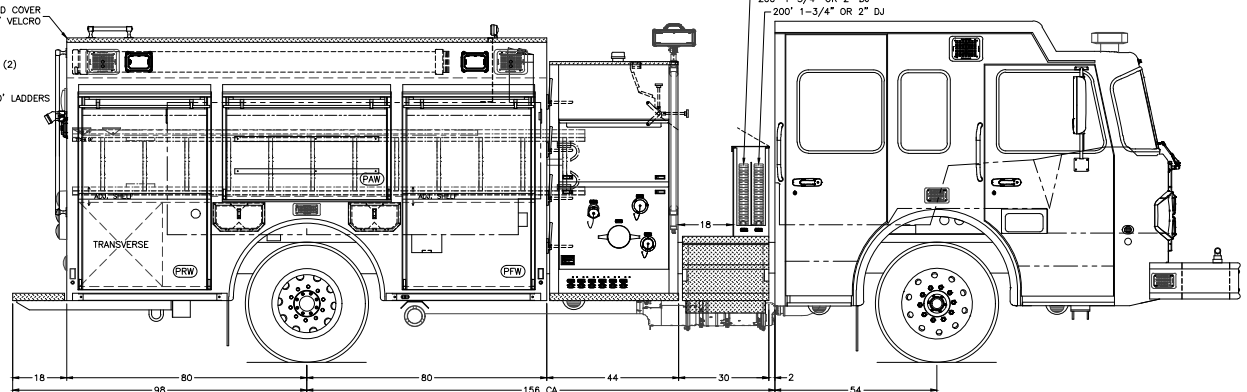
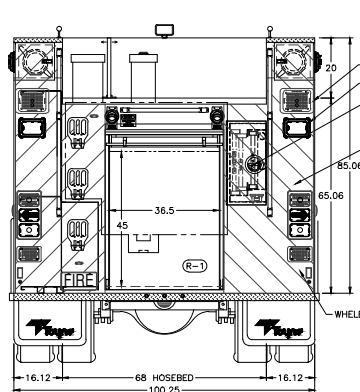
Purchase agreement for truck must be sign and options will be on a change order.

Intent to purchase subject to final council approval _____ Date _____

Date for Council meeting _____

Thank you for the opportunity to quote this project to you.

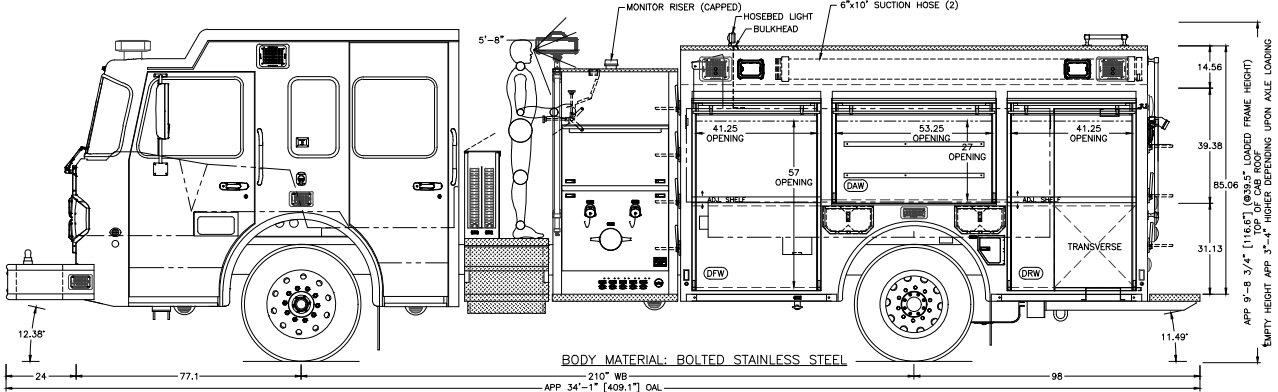
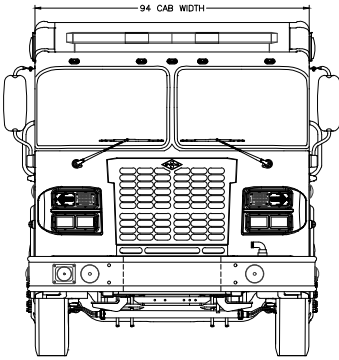
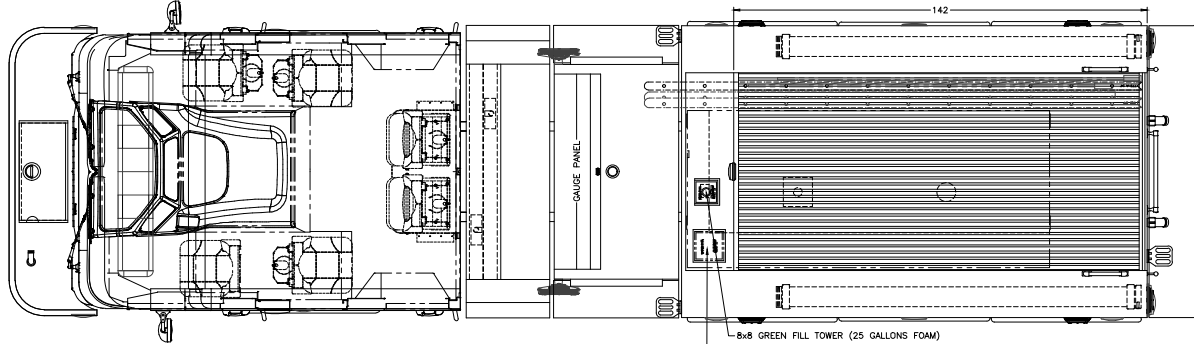
Jeff Kromrie
515-777-8028



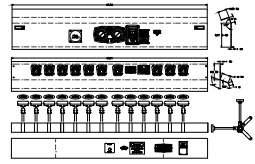
TREADBRITE TEXTURE NOT SHOWN IN TOP VIEW

REFERENCE SCALE IN INCHES

| COMP. | HEIGHT | WIDTH | USABLE UPPER | DEPTH LOWER | DIVIDE HEIGHT | FT |
|-------------|--------|-------|--------------|-------------|---------------|--------|
| DFW | 67.12 | 47.88 | 14 | 26 | 28 | 35.35 |
| DAW | 37.12 | 63.75 | 14 | - | - | 19.18 |
| DRW | 67.12 | 44.00 | 14 | 26 | 28 | 32.49 |
| PFW | 67.12 | 47.88 | 14 | 26 | 28 | 35.35 |
| PAW | 37.12 | 63.75 | 14 | - | - | 19.18 |
| PRW | 67.12 | 44.00 | 14 | 26 | 28 | 32.49 |
| R-1 | 61.12 | 44.00 | - | 30 | - | 46.68 |
| HOSEBED | 19 | 68 | - | 142 | - | 106.12 |
| FRONT X-LAY | 25.75 | 4.62 | - | 73.75 | - | 5.08 |
| REAR X-LAY | 25.75 | 4.62 | - | 73.75 | - | 5.08 |



NOTE:
 DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN. IF DISCREPANCIES EXIST BETWEEN THIS DRAWING AND THE WRITTEN SPECIFICATIONS PROVIDED BY TOYNE, THE WRITTEN SPECIFICATIONS SHALL PREVAIL.



| | | | |
|--------------------------|---------------------------------------|----------------------|----------|
| ORIGINAL DRAWING 01AUG18 | CHASSIS: SPARTAN METROSTAR MFD 10" RR | SCALE: 1/66 | SHEET: A |
| AS BUILT - AJJ 30NOV18 | WB-CA-AF: 210"-156"-47" D17 | CITY: ? | |
| | BODY MATL: BOLTED STAINLESS STEEL | STATE: ? | |
| | PUMP: HALE QMAX 1500 | DLR: ? | |
| | TANK: 1000/25 UPF POLY-TANK III | CAD: KOSTER | |
| | FOAM SYSTEM: PRE-PIPED | DATE: 01 AUGUST 2018 | |
| | GENERATOR: N/A | FILE: 12403DEMOTM-A | |

Toyne
Built to take the call

BREDA, IA 51436
 800-648-3358
 WWW.TOYNE.COM

12559 TM DEMO
 CUSTOM PUMPER

Quotation 87277, TID# 12559 TM 1500/1000

Description

VEHICLE

| | | |
|-----------|--|--|
| 0100-011 | MODEL | Metro Star |
| 8012-019 | CUSTOMERS / OEMS | Toyne (TOY1000)[1002914] |
| 8011-019 | MODEL YEAR | Model Year - 2019 |
| 8001-001 | COUNTRY OF SERVICE | Country of Service United States Of America |
| 8017-001 | CAB AND CHASSIS LABELING LANGUAGE | Cab and Chassis Labeling Language English |
| 8006-009 | APPARATUS TYPE | Apparatus Type Pumper |
| 8008-001 | VEHICLE TYPE | Vehicle Type Straight Truck |
| 8008A-000 | VEHICLE ANGLE OF APPROACH PACKAGE | Vehicle Angle of Approach NFPA Minimum 8.00 Degrees |
| 0104-001 | AXLE CONFIGURATION | Axle Configuration 4x2 (Rear Axle Drive Only) |
| 0101-003 | GROSS AXLE WEIGHT RATINGS FRONT | GAWR Front 20000# |
| 0102-004 | GROSS AXLE WEIGHT RATINGS REAR | GAWR Rear 27000# |
| 8010-201 | PUMP PROVISION | Pump Provision Driveline Midship, Pump Mode Prog w/Auto Park Brake "N" |
| 8009-013 | WATER & FOAM TANK CAPACITY | Water & Foam Tank Capacity 750 to 1250 Gallons |

CAB

| | | |
|----------|--------------------------------------|---|
| 1000-004 | CAB STYLE | Cab Style MFD 10" Raised Roof |
| 8101-105 | OCCUPANT PROTECTION | Occupant Protection Advanced Protection System |
| 1501-002 | CAB FRONT FASCIA | Cab Frt Fascia Classic |
| 1518-025 | FRONT GRILLE | Cab Frt Grille Hinged Classic Styled |
| 1551-002 | CAB UNDERCOAT | Cab Undercoat |
| 1552-002 | CAB SIDE DRIP RAIL | Cab Side Drip Rail |
| 1521-001 | CAB PAINT EXTERIOR | Cab Paint Exterior Single Color |
| 1533-001 | CAB PAINT MANUFACTURER | Cab Paint Manufacturer PPG |
| 1522-086 | CAB PAINT PRIMARY/LOWER COLOR | Cab Paint Primary/Lower Color PPG Red FBCH 71663 |
| 8013-042 | CAB PAINT WARRANTY | Cab Paint Warranty 2019 (10) Year/100,000 Miles |
| 1334-039 | CAB PAINT INTERIOR | Cab Paint Int Multi-tone Onyx Blk |
| 1005-001 | CAB ENTRY DOORS | Cab Entry Doors (4) |
| 1101-101 | CAB ENTRY DOOR TYPE | Cab Entry Door Type Full Length w/Pollak Switches |
| 1322-002 | CAB INSULATION | Cab Insulation |
| 8004-026 | CAB STRUCTURAL WARRANTY | Cab Structural Warranty 2019 (10) Year/100,000 Miles |
| 9001-006 | CAB TEST INFORMATION | Cab Test Information Crash Test ECE-R29/SAE J2420/SAE J2422 |

ELECTRICAL POWER DISTRIBUTION

| | | |
|----------|-------------------------------|--|
| 5000-018 | ELECTRICAL SYSTEM | Elec System 12V DC Multiplex |
| 5005-214 | MULTIPLEX DISPLAY | MUX Display Weldon VFD Display |
| 5004-002 | LOAD MANAGEMENT SYSTEM | Load Management System Multiplex |
| 5622-003 | DATA RECORDING SYSTEM | Data Recording Sys Vehicle Data Weldon MUX |

| | | |
|----------|---|--|
| 5031-007 | ACCESSORY POWER | Accessory Pwr & Gnd Stud 40A Batt Dir & 15A Ign Sw & 200A Mstr Sw w/Fus OEM Conn |
| 5030-066 | AUXILIARY ACCESSORY POWER | Aux Acc Pwr & Gnd Stud Bhd Sw Pnl 60A Mstr Sw |
| 5011-001 | EXTERIOR ELECTRICAL TERMINAL COATING | Exterior Electrical Terminal Coating Spray On Plasti Dip |

ENGINE

| | | |
|----------|---|--|
| 1701-156 | ENGINE | Engine Diesel 380HP Cummins L9 - EPA 2017 |
| 1329-001 | CAB ENGINE TUNNEL | Cab Engine Tunnel Small/Medium |
| 1731-002 | DIESEL PARTICULATE FILTER CONTROLS | DPF Ctrl Regeneration Sw & Inhibit Sw |
| 1718-002 | ENGINE PROGRAMMING HIGH IDLE SPEED | Engine Programming High Idle Speed 1250 RPM |
| 1719-004 | ENGINE HIGH IDLE CONTROL | Engine High Idle Ctrl Manual and Automatic |
| 1710-001 | ENGINE PROGRAMMING ROAD SPEED GOVERNOR | Engine Programming Road Speed Governor Enabled |
| 1713-005 | AUXILIARY ENGINE BRAKE | Aux Engine Brake VG Turbo |
| 1708-002 | AUXILIARY ENGINE BRAKE CONTROL | Aux Engine Brake Ctrl On/Off Sw Pnl |
| 1720-003 | ELECTRONIC ENGINE OIL LEVEL INDICATOR | Elec Engine Oil Level Indicator |
| 1715-001 | FLUID FILLS | Fluid Fills Fwd For Med Displacement Cap |
| 1735-001 | ENGINE DRAIN PLUG | Engine Drain Plug |
| 8002-001 | ENGINE WARRANTY | Engine Warranty Cummins (5) Year/100,000 Miles |
| 1707-121 | REMOTE THROTTLE HARNESS | Rmt Throttle Harness PSG FRC Pump Boss Top Mnt Shift Interlock |
| 1721-001 | ENGINE PROGRAMMING REMOTE THROTTLE | Engine Program Rmt Throttle Off |
| 1727-001 | ENGINE PROGRAMMING IDLE SPEED | Engine Programming Idle Speed 700 RPM |

AIR INTAKE

| | | |
|----------|------------------------------|---|
| 2801-009 | ENGINE AIR INTAKE | Engine Air Intake Filtration and Restriction w/SS Housing & Replaceable Element |
| 2802-003 | AIR INTAKE PROTECTION | Air Intake Protection Light Duty Skid Plate Painted Frame Color |

COOLING

| | | |
|----------|---|---|
| 2704-003 | ENGINE FAN DRIVE | Engine Fan Drive Clutch Engaged in Pump Mode |
| 2701-019 | ENGINE COOLING SYSTEM | Engine Cooling Sys Serial Flow Medium/Package Drop-Out Prov/Rwd Sight Glass |
| 2711-005 | ENGINE COOLING SYSTEM PROTECTION | Engine Cooling System Protection Light Duty Skid Plate Paint Frame Color |
| 2708-001 | ENGINE COOLANT | Engine Coolant Extended Life |
| 2706-003 | ELECTRONIC COOLANT LEVEL INDICATOR | Elec Low Coolant Level Indicator |
| 2705-002 | ENGINE PUMP HEAT EXCHANGER | Engine Pump Heat Exchanger |
| 2709-001 | COOLANT HOSES | Coolant Hoses Silicone |

EXHAUST

| | | |
|----------|------------------------------|---|
| 2901-068 | ENGINE EXHAUST SYSTEM | Eng Exhaust Sys Under Frm RH Single Module Aftertreatment Inboard |
|----------|------------------------------|---|

| | | |
|----------|-----------------------------------|--|
| 2907-003 | DIESEL EXHAUST FLUID TANK | Diesel Exhaust Fluid Tank LH 6 Gal Fill Thru Rr Step |
| 2902-010 | ENGINE EXHAUST ACCESSORIES | Engine Exhaust Acc Temp Mitigation |
| 2906-002 | ENGINE EXHAUST WRAP | Engine Exhaust Wrap |

TRANSMISSION

| | | |
|----------|---|---|
| 1801-015 | TRANSMISSION | Transmission Allison 3000 EVS |
| 1806-004 | TRANSMISSION MODE PROGRAMMING | Transmission Mode Programming 6th Startup/6th Mode |
| 1811-004 | TRANSMISSION FEATURE PROGRAMMING | Transmission Feature Programming Allison Gen V-E I/O Package 198/Pumper |
| 1807-005 | TRANSMISSION SHIFT SELECTOR | Transmission GEN V-E Shift Sel Key Pad/Push Button |
| 1815-002 | ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR | Elec Transmission Oil Level Indicator |
| 1814-002 | TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE | 2nd Gear Pre-Select |
| 1808-007 | TRANSMISSION COOLING SYSTEM | Transmission Cooling System |
| 1817-001 | TRANSMISSION DRAIN PLUG | Transmission Drain Plug |
| 8005-001 | TRANSMISSION WARRANTY | Transmission Warranty Allison (5) Year |

POWER TAKE OFF

| | | |
|----------|---------------------|------------------------|
| 2005-009 | PTO LOCATION | PTO Location 8:00/4:00 |
|----------|---------------------|------------------------|

DRIVELINE

| | | |
|-----------|---|---|
| 3001-014 | DRIVELINE | Driveline MSI 1710 w/Meritor U-Joints w/Thrust Washers |
| 3005-061 | MIDSHIP PUMP / GEARBOX | Midship Pump Jackshaft w/Toyne Module Holes |
| 3008-054 | MIDSHIP PUMP / GEARBOX MODEL | Midship Pump/Gearbox Model Hale QMAX |
| 3048-005 | MIDSHIP PUMP GEARBOX DROP | Midship Driveline Pump Gearbox Drop Hale "X" |
| 3009-024 | MIDSHIP PUMP RATIO | Midship Pump Ratio 2.32:1 (23) |
| 3010-1040 | MIDSHIP PUMP LOCATION C/L SUCTION TO C/L REAR AXLE | Midship Pump Location C/L Suction to C/L Rear Axle 104.0" |

FUEL SYSTEMS

| | | |
|----------|--|--|
| 3109-060 | FUEL FILTER/WATER SEPARATOR | Fuel Filter/Wtr Separator Fleetguard FS1098 w/Lt & Alarm |
| 3111-001 | FUEL LINES | Fuel Lines Nylon |
| 3103-008 | ELECTRIC FUEL PRIMER | Electric Fuel Primer Engine Sply Electric Lift Pump |
| 3101-101 | FUEL TANK | Fuel Tank 50 Gallon |
| 3130-001 | FUEL TANK MATERIAL AND FINISH | Fuel Tank Material Steel & Finish Painted Frame Components Color |
| 3131-001 | FUEL TANK STRAP MATERIAL AND FINISH | Fuel Tank Strap Material Steel & Finish Painted Frame Components Color |
| 3102-007 | FUEL TANK FILL PORT | Fuel Tank Fill Port LH Rwd/RH Mid |
| 3115-002 | FUEL TANK DRAIN PLUG | Fuel Tank Drain Plug Magnetic |

FRONT AXLE

| | | |
|----------|--|----------------------------------|
| 2401-003 | FRONT AXLE | Frt Axle Meritor MFS 20000# Beam |
| 8059-015 | FRONT AXLE WARRANTY | Front Axle Warranty Meritor 2019 |
| 2405-001 | FRONT WHEEL BEARING LUBRICATION | Frt Wheel Bearing Lube Oil |

FRONT SUSPENSION

| | | |
|----------|------------------------------|-------------------------------------|
| 2502-002 | FRONT SHOCK ABSORBERS | Frt Shock Absorbers Bilstein |
| 2501-016 | FRONT SUSPENSION | Frt Suspension 10 Leaf 20000-21500# |

STEERING

| | | |
|----------|--|---|
| 2601-006 | STEERING COLUMN/WHEEL | Steering Column/Wheel Tilt/Telescopic 18" 4 Spoke |
| 2609-002 | ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR | Elec Power Steering Fluid Level Indicator |
| 2603-011 | POWER STEERING PUMP | Power Steering Pump TRW w/Passive Cooler |
| 2606-009 | FRONT AXLE CRAMP ANGLE | Front Axle Cramp Angle 48L/44R Degrees |
| 2610-003 | POWER STEERING GEAR | Power Steering Gear TRW TAS 65 w/Assist |
| 2608-001 | CHASSIS ALIGNMENT | Chassis Alignment |

REAR AXLE

| | | |
|----------|---|--|
| 3401-003 | REAR AXLE | Rear Axle 27000# Meritor RS-25-160 |
| 3403-001 | REAR AXLE DIFFERENTIAL LUBRICATION | Rear Axle Differential Lubrication Oil |
| 8061-012 | REAR AXLE WARRANTY | Rear Axle Warranty Meritor 2019 |
| 3411-001 | REAR WHEEL BEARING LUBRICATION | Rear Wheel Bearing Lubrication Oil |
| 3408-008 | VEHICLE TOP SPEED | Vehicle Top Speed 68 MPH |

REAR SUSPENSION

| | | |
|----------|------------------------|---|
| 3501-032 | REAR SUSPENSION | Rear Susp Reyco 79KB Spring 21000-31500# Conventional |
|----------|------------------------|---|

TIRES

| | | |
|----------|--------------------------------|---|
| 3601-038 | FRONT TIRE | Frt Tire 315/80R 22.5 Goodyear G289 WHA |
| 3602-043 | REAR TIRE | Rear Tire 12R 22.5 Goodyear G622 RSD |
| 3413-538 | REAR AXLE RATIO | Rear Axle Ratio 5.38 |
| 3614-030 | TIRE PRESSURE INDICATOR | Tire Pressure Ind Frt & Rr LED |

WHEELS

| | | |
|----------|--------------------|--|
| 3701-010 | FRONT WHEEL | Frt Wheel Accuride 22.5 x 9.00 Alum |
| 3703-004 | REAR WHEEL | Rr Whl Accuride 22.5 x 8.25 Alum |
| 3702-002 | WHEEL TRIM | Wheel Trim Hub & Nut Covers SS Shiploose |

BRAKES

| | | |
|----------|------------------------------------|--|
| 3205-012 | BRAKE SYSTEM | Brake System ABS/ATC/ESC Sgl Axle |
| 3206-001 | FRONT BRAKES | Frt Brakes S-Cam Drum 16.5" x 6" |
| 3207-005 | REAR BRAKES | Rr Brakes S-Cam Drum 16.5" x 7" Cast Iron Shoe |
| 3208-001 | PARK BRAKE | Prk Brake Rr Wheels Only |
| 3204-003 | PARK BRAKE CONTROL | Prk Brake Ctrl Ctr Dash Mnt |
| 3213-001 | FRONT BRAKE SLACK ADJUSTERS | Frt Brake Slack Adjusters Meritor |
| 3214-001 | REAR BRAKE SLACK ADJUSTERS | Rr Brake Slack Adjusters Meritor |

| | | |
|----------|-----------------------------|---|
| 3202-005 | AIR DRYER | Air Dryer Wabco System Saver 1200 Bhd LH Batt Box |
| 3215-001 | FRONT BRAKE CHAMBERS | Frt Brake Chambers MGM Type 30 |
| 3210-015 | REAR BRAKE CHAMBERS | Rr Brake Chambers TSE 30/36 Long Stroke |

AIR SUPPLY SYSTEMS

| | | |
|----------|--------------------------|--|
| 3320-001 | AIR COMPRESSOR | Air Compressor Wabco SS318 18.7 CFM |
| 3339-004 | AIR GOVERNOR | Air Governor Mnt on Air Dryer Bracket |
| 3303-006 | MOISTURE EJECTORS | Moisture Ejectors Manual/Auto Wet Tank |
| 3307-001 | AIR SUPPLY LINES | Air Sply Lines Nylon |
| 3334-002 | AIR TANK SPACERS | Air Tank Spacers Inboard 1.5" |

FRAME

| | | |
|-----------|---------------------------|--|
| 2103-2100 | WHEELBASE | Wheelbase 210.0" |
| 2106-0470 | REAR OVERHANG | Rear Overhang 47.0" |
| 2101-002 | FRAME | Frame Double Channel 35.00" Width |
| 8007-024 | FRAME WARRANTY | Frame Warranty Lifetime 2019 |
| 2111-096 | MISC FRAME OPTIONS | Misc Frame Options Toyne Pumper Body Mnt Hole Pattern #1 |
| 2117-028 | FRAME CLEAR AREA | Frame Clear Area Inside LH Rail 34" To 46" Fwd From C/L of R/A |
| 2110-201 | FRAME PAINT | Frame Paint Hot Dipped Galvanized - Frame Only Addl Comp Blk Powder Coat |

BUMPER

| | | |
|----------|--|---|
| 2201-001 | FRONT BUMPER | Frt Bumper Stainless Steel Flat |
| 2202-001 | FRONT BUMPER EXTENSION LENGTH | Frt Bumper Extension Length 6" |
| 2208-002 | FRONT BUMPER APRON | Frt Bumper Apron For 6" Extension |
| 5501-020 | AIR HORN | Air Horn (2) 21" Round Hadley E-Tone |
| 2216-010 | AIR HORN LOCATION | Air Horn Location (2) Frt Bmpr Face R/L IB |
| 2232-002 | AIR HORN RESERVOIR | Air Horn Reservoir (1) 1200 Cu In |
| 5504-060 | ELECTRONIC SIREN SPEAKER | Elect Siren Speaker 100W Federal Signal Dynamax w/EF Grille |
| 2217-005 | ELECTRONIC SIREN SPEAKER LOCATION | Elec Siren Speaker Location Frt Bmpr Face RH OB |
| 2203-010 | FRONT BUMPER TOW HOOKS | Frt Bumper Tow Hooks Chrome Side Fwd |

CAB TILT

| | | |
|----------|-------------------------------------|-------------------------------|
| 2301-001 | CAB TILT SYSTEM | Cab Tilt System |
| 2305-001 | CAB TILT CONTROL RECEPTACLE | Cab Tilt Ctrl Receptacle Temp |
| 2306-002 | CAB TILT LOCK DOWN INDICATOR | Cab Tilt Lock Down Indicator |

CAB GLASS

| | | |
|----------|--|--|
| 1401-009 | CAB WINDSHIELD | Cab Windshield |
| 1402-005 | GLASS FRONT DOOR | Glass Frt Dr Roll Down/XDuty Regulator |
| 1407-001 | GLASS TINT FRONT DOOR | Glass Tint Frt Dr Automotive Green |
| 1419-012 | GLASS REAR DOOR RIGHT HAND | Glass Rr Dr RH Roll Down/XDuty Regulator |
| 1430-001 | GLASS TINT REAR DOOR RIGHT HAND | Glass Tint Rr Door RH Automotive Green |

| | | |
|----------|---------------------------------------|--|
| 1412-013 | GLASS REAR DOOR LEFT HAND | Glass Rr Dr LH Roll Down/XDuty Regulator |
| 1431-001 | GLASS TINT REAR DOOR LEFT HAND | Glass Tint Rr Door LH Automotive Green |
| 1410-003 | GLASS SIDE MID RIGHT HAND | Glass Side Mid RH Fxd 16"W x 26"H |
| 1432-001 | GLASS TINT SIDE MID RIGHT HAND | Glass Tint Side Mid RH Automotive Green |
| 1409-003 | GLASS SIDE MID LEFT HAND | Glass Side Mid LH Fxd 16"W x 26"H |
| 1433-001 | GLASS TINT SIDE MID LEFT HAND | Glass Tint Side Mid LH Automotive Green |

CLIMATE CONTROL

| | | |
|----------|-----------------------------------|---|
| 1614-101 | CLIMATE CONTROL | Climate Ctrl Htr Defroster Frt Ovrhd/Htr A/C Tunnel Mnt |
| 1632-002 | CLIMATE CONTROL DRAIN | Climate Control Drain Gravity |
| 1617-101 | CLIMATE CONTROL ACTIVATION | Climate Ctrl Actv Device Mnt Ovrhd/Device Mnt Tunnel |
| 1603-003 | A/C CONDENSER LOCATION | A/C Condenser Location Roof Mnt Fwd Ctr |
| 1601-001 | A/C COMPRESSOR | A/C Compressor Large Capacity |
| 1530-001 | UNDER CAB INSULATION | Under Cab Insulation Engine Tunnel Barymat |

CAB INTERIOR

| | | |
|----------|--|--|
| 1327-001 | INTERIOR TRIM FLOOR | Interior Trim Floor |
| 1302-001 | INTERIOR TRIM | Interior Trim Vinyl |
| 1368-003 | REAR WALL INTERIOR TRIM | Rear Wall Interior Trim Painted Aluminum |
| 1306-001 | HEADER TRIM | Header Trim ABS |
| 1305-001 | TRIM CENTER DASH | Trim Center Dash ABS |
| 1339-101 | TRIM LEFT HAND DASH | Trim LH Dash ABS |
| 1321-001 | TRIM RIGHT HAND DASH | Trim RH Dash ABS Glove Cmpt/MDT Prov |
| 1307-002 | ENGINE TUNNEL TRIM | Eng Tnl Trim Flr Mat |
| 5040-101 | POWER POINT DASH MOUNT | Pwr Pnt Dash Mnt Batt Dir (1) Sw Pnl/(2) Dual USB Blue Sea 2.1A Sw Pnl |
| 1303-017 | STEP TRIM | Step Trim Grip Strut Lwr Flex-Tred Mid |
| 1379-003 | UNDER CAB ACCESS DOOR | Under Cab Access Door Rear Step LH Painted |
| 1102-013 | INTERIOR DOOR TRIM | Interior Door Trim Painted |
| 1323-001 | DOOR TRIM CUSTOMER NAMEPLATE | Door Trim Customer Nameplate |
| 1105-001 | CAB DOOR TRIM REFLECTIVE | Cab Dr Trim Reflective Vert Stripe/6" Chevron w/Logo |
| 1308-001 | INTERIOR GRAB HANDLE "A" PILLAR | Interior Grab Handle 'A' Pillar 11" Molded |
| 1332-008 | INTERIOR GRAB HANDLE FRONT DOOR | Interior Grab Handle Frt Door Horiz 9" |
| 1345-002 | INTERIOR GRAB HANDLE REAR DOOR | Int Grab Handle Rr Dr Alum Window Span 30" Black Powder Coat |
| 1301-003 | INTERIOR SOFT TRIM COLOR | Interior Soft Trim Color Gray |
| 1337-001 | INTERIOR TRIM SUNVISOR | Interior Trim Sunvisor Vinyl |
| 1318-003 | INTERIOR ABS TRIM COLOR | Interior ABS Trim Color Gray |
| 1304-001 | INTERIOR FLOOR MAT COLOR | Interior Floor Mat Color Gray |
| 1335-018 | CAB PAINT INTERIOR DOOR TRIM | Cab Paint Int Dr Trim Multi-tone Onyx Black |
| 1369-018 | REAR WALL INTERIOR PAINT | Rear Wall Interior Paint Multi-tone Onyx Black |
| 1344-002 | DASH PANEL GROUP | Dash Pnl Group 3-Pnl |
| 1312-005 | SWITCHES CENTER PANEL | Switches Ctr Pnl 12 Upr |
| 1313-028 | SWITCHES LEFT PANEL | Switches Left Pnl 10 (6+4) w/Headlight/Dimmer/Wiper |
| 1314-001 | SWITCHES RIGHT PANEL | Switches Right Pnl 0 |

CAB SEATS

| | | |
|----------|---|--|
| 1225-018 | SEAT BELT WARNING | Seat Belt Warn Indv Seat Loc & LED Display w/VDR Weldon |
| 1237-005 | SEAT MATERIAL | Seat Material Durawear Plus |
| 1243-003 | SEAT COLOR | Seat Color Black/Red Seat Belts |
| 1249-126 | SEAT BACK LOGO | Seat Back Logo Toyne |
| 1201-033 | SEAT DRIVER | Seat Driver Bostrom Firefighter 8-Way Elect 500 Series ABTS |
| 1213-025 | SEAT BACK DRIVER | Seat Back Driver Non-SCBA ABTS |
| 1219-001 | SEAT MOUNTING DRIVER | Seat Mounting Driver |
| 8102-103 | OCCUPANT PROTECTION DRIVER | Occupant Protection Driver Advanced Protection System |
| 1202-037 | SEAT OFFICER | Seat Officer Bostrom Firefighter Fixed 500 Series ABTS |
| 1214-030 | SEAT BACK OFFICER | Seat Back Officer SCBA Bostrom SecureAll w/Quick-Adjust |
| 1220-002 | SEAT MOUNTING OFFICER | Seat Mounting Officer |
| 8103-103 | OCCUPANT PROTECTION OFFICER | Occupant Protection Officer Advanced Protection System |
| 1297-002 | POWER SEAT WIRING | Power Seats Wiring Battery Direct |
| 1273-001 | SEAT BELT ORIENTATION CREW | Seat Belt Orientation Crew Outboard Shoulder To Inboard Hip |
| 1263-001 | SEAT REAR FACING OUTER LOCATION | Seat RFO Location (2) R/L |
| 1203-020 | SEAT CREW REAR FACING OUTER | Seat Crew RFO Bostrom Firefighter Fixed 500 Series |
| 1215-027 | SEAT BACK REAR FACING OUTER | Seat Back RFO SCBA Bostrom SecureAll w/Quick-Adjust |
| 1221-009 | SEAT MOUNTING REAR FACING OUTER | Seat Mounting RFO Rwd 2" |
| 8104-103 | OCCUPANT PROTECTION RFO | Occupant Protection RFO Advanced Protection System |
| 1266-001 | SEAT FORWARD FACING CENTER LOCATION | Seat FFC Location (2) Ctr |
| 1206-031 | SEAT CREW FORWARD FACING CENTER | Seat Crew FFC Bostrom Firefighter Fold & Hold Flip-Up 500 Series |
| 1218-031 | SEAT BACK FORWARD FACING CENTER | Seat Back FFC SCBA Bostrom SecureAll w/Quick-Adjust |
| 8107-102 | OCCUPANT PROTECTION FFC | Occupant Protection FFC Advanced Protection System |
| 1269-101 | SEAT FRAME FORWARD FACING | Seat Frm Fwd Fcg Dual |
| 1281-101 | SEAT FRAME FORWARD FACING STORAGE ACCESS | Seat Frm Fwd Fcg Strg Acc Dr (2) R/L Sd |
| 1224-002 | SEAT MOUNTING FORWARD FACING CENTER | Seat Mounting Forward Facing Center |
| 1311-101 | CAB FRONT UNDERSEAT STORAGE ACCESS DOOR | Cab Frt Undrst Strg Acc Dr |
| 1355-023 | SEAT COMPARTMENT DOOR FINISH | Seat Compartment Door Finish Multi-tone Onyx Black |

CAB EXTERIOR

| | | |
|----------|--|---|
| 1511-100 | WINDSHIELD WIPER SYSTEM | Windshield Wiper System |
| 1534-002 | ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR | Electronic Windshield Fluid Level Indicator |
| 1103-002 | CAB DOOR HARDWARE | Cab Door Hardware Black |
| 1111-001 | DOOR LOCKS | Door Locks Manual |
| 1503-002 | GRAB HANDLES | Grab Handles SS 18" |
| 1504-014 | REARVIEW MIRRORS | Mirror Aerodynamic Retractable 613305 Rmt Htd |
| 1529-004 | REARVIEW MIRROR HEAT SWITCH | Rearview Mirror Heat Sw Mirror Ctrl Pnl |
| 1507-002 | TRIM REAR WALL EXTERIOR | Trim Rear Wall Exterior Treadplate |
| 1513-002 | CAB FENDER | Cab Fender Alum |

| | | |
|----------|--|--|
| 1514-002 | MUD FLAPS FRONT | Mud Flaps Frt |
| 1526-027 | CAB EXTERIOR FRONT & SIDE EMBLEMS | Cab Ext Frt & Side Emblems Spartan w/APS |

START / CHARGING SYSTEMS

| | | |
|----------|----------------------------|---|
| 5109-001 | IGNITION | Ign Mstr Sw w/Keyless Start |
| 5101-017 | BATTERY | Batt (6) Group 31 Napa 7236 |
| 5106-003 | BATTERY TRAY | Batt Tray (2) R/L Steel |
| 5107-007 | BATTERY BOX COVER | Batt Box Cover (2) Steel w/Black Handles |
| 5102-001 | BATTERY CABLE | Batt Cables |
| 5108-010 | BATTERY JUMPER STUD | Batt Jumper Stud Frt LH Lwr Step 8" Apart |
| 5104-001 | ALTERNATOR | Alternator Leece-Neville 270A |
| 5105-001 | STARTER MOTOR | Starter Motor Delco |

LINE VOLTAGE ELECTRICAL POWER DISTRIBUTION

| | | |
|----------|------------------------------------|--|
| 5202-075 | BATTERY CONDITIONER | Batt Cond Kussmaul Auto Charge 40 LPC LH RFO Seat Position |
| 5203-002 | BATTERY CONDITIONER DISPLAY | Batt Cond Display LH Mid Glass |
| 3314-006 | AUXILIARY AIR COMPRESSOR | Aux Air Cmp Kussmaul Auto Pump 120V Bhd Off Seat Mnt Horiz |
| 5209-002 | ELECTRICAL INLET LOCATION | Elec Inlet Location LH Cab Side Mid |
| 5204-055 | ELECTRICAL INLET | Elec Inlet 120V 20A Auto Eject |
| 5210-005 | ELECTRICAL INLET CONNECTION | Elec Inlet Conn to Batt Conditioner & Air Pump |
| 5206-002 | ELECTRICAL INLET COLOR | Elec Inlet Color Yellow |

LIGHTING

| | | |
|----------|--|---|
| 5301-102 | HEADLIGHTS | Headlights 4 Headlamps LED |
| 5303-004 | FRONT TURN SIGNALS | Frt Turn Signals Whelen 600 LED |
| 5337-001 | HEADLIGHT LOCATION | Headlights Below Frt Warn Lts |
| 5336-004 | SIDE TURN/MARKER LIGHTS | Side Turn/Marker Lts LED Bumper Mnt |
| 5302-003 | MARKER & ICC LIGHTS | Marker & ICC Lts Face Mnt LED |
| 5350-050 | HEADLIGHT AND MARKER LIGHT ACTIVATION | Hdlt & Mrkr Lt Actv Rkr Sw/DRL |
| 5308-005 | GROUND LIGHTS | Ground Lts LED Resp Dr & Prk Brk Sw |
| 5309-003 | LOWER CAB STEP LIGHTS | Lwr Cab Step Lts LED |
| 5382-002 | INTERMEDIATE STEP LIGHTS | Intermediate Step Lts LED |
| 5403-062 | LIGHTBAR PROVISION | Lightbar Prov Wire & Lwr Mnt Spartan Supply |
| 5450-234 | CAB FRONT LIGHTBAR | Cab Frt Ltbar Whelen Freedom F4N72QLED 8R2C Layout 1 |
| 5426-002 | LIGHTBAR SWITCH | Lightbar Sw Pnl |
| 5306-065 | SIDE SCENE LIGHTS | Side Scene Lts Whelen 900 12V Super 24 LED Clear Gradient |
| 5318-004 | SIDE SCENE LIGHT LOCATION | Side Scene Lt Loc Upper Mid Rwd 10" Roof Position |
| 5316-003 | SIDE SCENE ACTIVATION | Side Scene Actv Indv Sw |
| 5305-166 | INTERIOR OVERHEAD LIGHTS | Interior Overhead Lts Weldon LED w/Front Map Lts |
| 5312-003 | ENGINE COMPARTMENT LIGHT | Engine Cmpt Work Lt LED (1) |

OPTICAL WARNING DEVICES

| | | |
|----------|---|--|
| 5406-076 | DO NOT MOVE APPARATUS LIGHT | Do Not Move App Lt Flashing Red Whelen Ion LED w/Alarm |
| 5422-001 | MASTER WARNING SWITCH | Mstr Warn Sw Pnl |
| 5409-002 | HEADLIGHT FLASHER | Headlight Flasher Alternating |
| 5425-018 | HEADLIGHT FLASHER SWITCH | Headlight Flasher Sw Pnl |
| 5401-082 | INBOARD FRONT WARNING LIGHTS | Inboard Frt Warn Lts Whelen C6 LED Chrm Bezel |
| 5413-003 | INBOARD FRONT WARNING LIGHTS COLOR | Inboard Frt Warn Lts Color Red w/Clr Lens |
| 5423-007 | FRONT WARNING SWITCH | Frt Warn Sw Pnl |
| 5404-114 | INTERSECTION WARNING LIGHTS | Intersection Warn Lts Whelen C6 Super LED |
| 5419-003 | INTERSECTION WARNING LIGHTS COLOR | Int Warn Lts Color Red w/Clr Lens |
| 5420-002 | INTERSECTION WARNING LIGHTS LOCATION | Intersection Warn Lts Location Bumper Tail Rwd |
| 5402-085 | SIDE WARNING LIGHTS | Side Warn Lts Whelen C6 Super LED |
| 5418-003 | SIDE WARNING LIGHTS COLOR | Side Warn Lts Color Red w/Clr Lens |
| 5412-002 | SIDE WARNING LIGHTS LOCATION | Side Warn Lts Location Lwr Mid |
| 5424-008 | SIDE AND INTERSECTION WARNING SWITCH | Side & Intersection Warn Sw Pnl |

AUDIBLE WARNING DEVICES

| | | |
|----------|------------------------------------|------------------------------------|
| 5510-004 | SIREN CONTROL HEAD | Siren Ctrl Head Whelen 295HFS2 |
| 5514-002 | HORN BUTTON SELECTOR SWITCH | Horn Btn Sel Sw Elec Horn/Air Horn |
| 5512-003 | AIR HORN ACTIVATION | Air Horn Actv Strg Whl/RH Ft Sw |
| 5505-002 | BACK-UP ALARM | Back-Up Alarm Ecco 575 |

INSTRUMENTATION

| | | |
|----------|---------------------------|--------------------------|
| 5601-041 | INSTRUMENTATION | Instrumentation Standard |
| 5624-001 | BACKLIGHTING COLOR | Backlighting Color Red |

COMMUNICATIONS SYSTEMS

| | | |
|----------|--|--|
| 5701-003 | RADIO | Radio Panasonic WB/AM/FM/CD Ovrhd LH |
| 5707-002 | AM/FM ANTENNA | AM/FM Antenna LH Fwd Cab Roof |
| 5706-002 | CAMERA | Cam Rr Box w/Mon |
| 5703-011 | COMMUNICATION ANTENNA | Comm Ant Base LH Fwd Cab Rf Spartan Sply |
| 5708-003 | COMMUNICATION ANTENNA CABLE ROUTING | Comm Ant Cable Routing Under Rkr Sw Pnl |
| 5020-001 | PANEL LAYOUT | Panel Layout |

ADDITIONAL EQUIPMENT

| | | |
|----------|--|--|
| 8814-002 | CAB EXTERIOR PROTECTION | Cab Exterior Protection Front |
| 8806-001 | FIRE EXTINGUISHER | Fire Extinguisher Shiploose |
| 8810-001 | DOOR KEYS | Door Keys for Manual Locks (4) |
| 8811-003 | DIAGNOSTIC SOFTWARE OCCUPANT PROTECTION | Diagnostic Software Occupant Protection Advanced Protection System |

SALES ADMIN

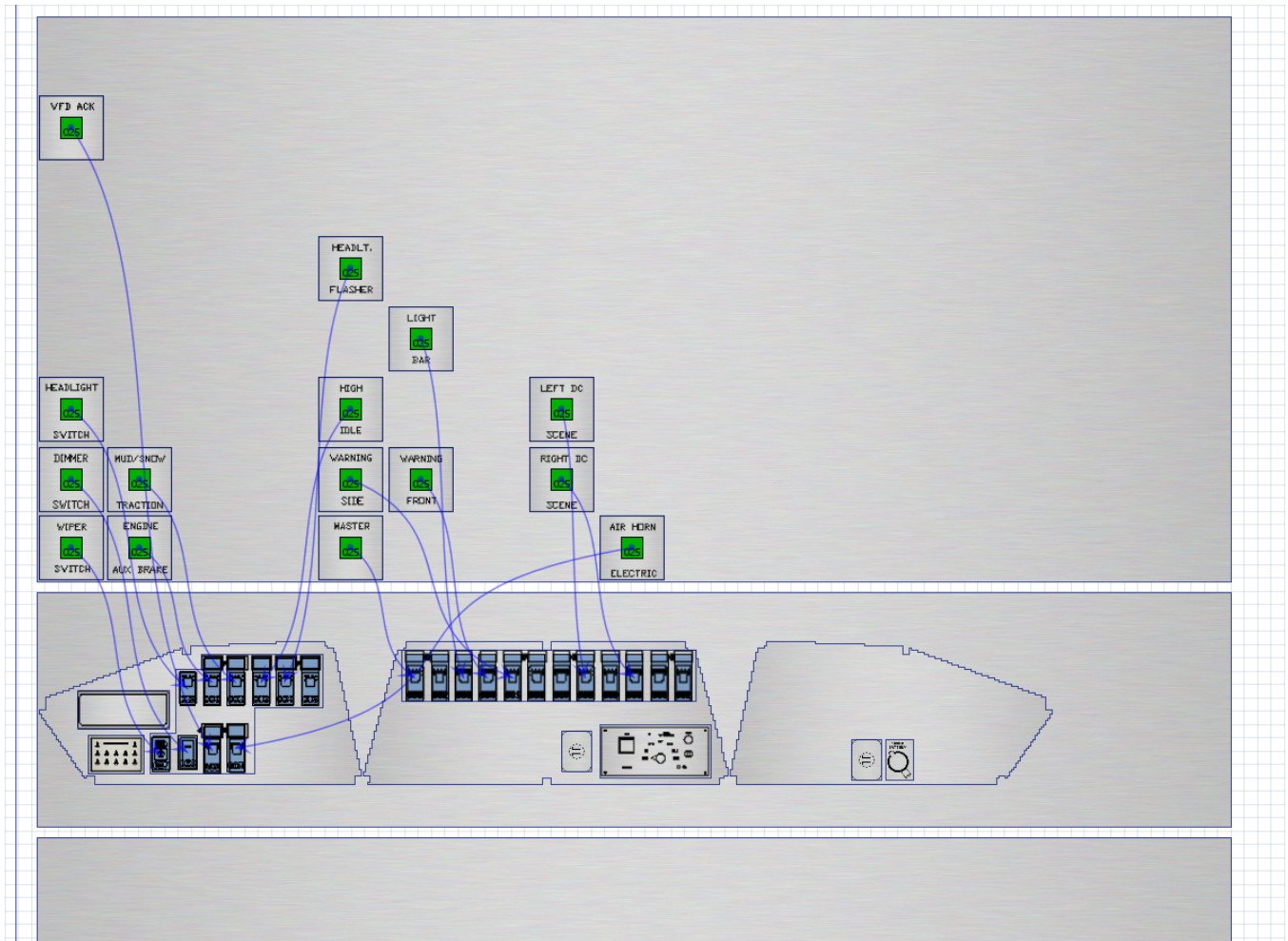
| | | |
|----------|---|---|
| 8003-155 | WARRANTY | Warranty Cab and Chassis 2019 (2) Year |
| 8030-006 | CHASSIS OPERATION MANUAL | Chassis Operation Manual Digital Copy (2) |
| 8031-024 | ENGINE & TRANSMISSION OPERATION MANUAL | Eng & Trans Operation Man Eng Hard Copy/Trans Digital/Eng Owner Digital |
| 8805-007 | CAB/CHASSIS AS BUILT WIRING DIAGRAMS | Cab/Chassis As Built Wiring Diagrams Digital Copy (2) |
| 8039-001 | SALES TERMS | Sales Terms |

ENGINEERING

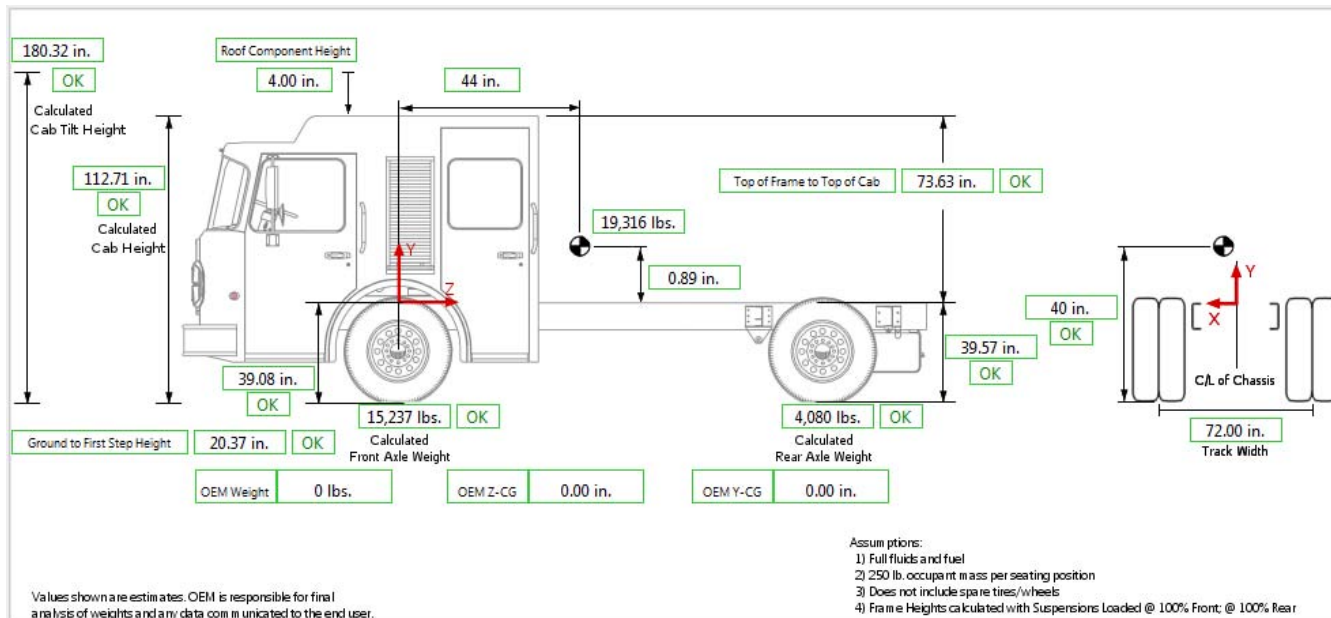
| | | |
|----------|--------------------------------------|---|
| 9005-003 | DRIVELINE LAYOUT CONFIRMATION | Driveline Layout Confirmation Completed |
|----------|--------------------------------------|---|

Panel Visual Layout

5020-001 Panel Layout



Weight Distribution



Calculated Apparatus Weight 19,316 lbs.
 Calculated Apparatus Z-CG 44 in.
 Calculated Apparatus Y-CG 0.89 in.

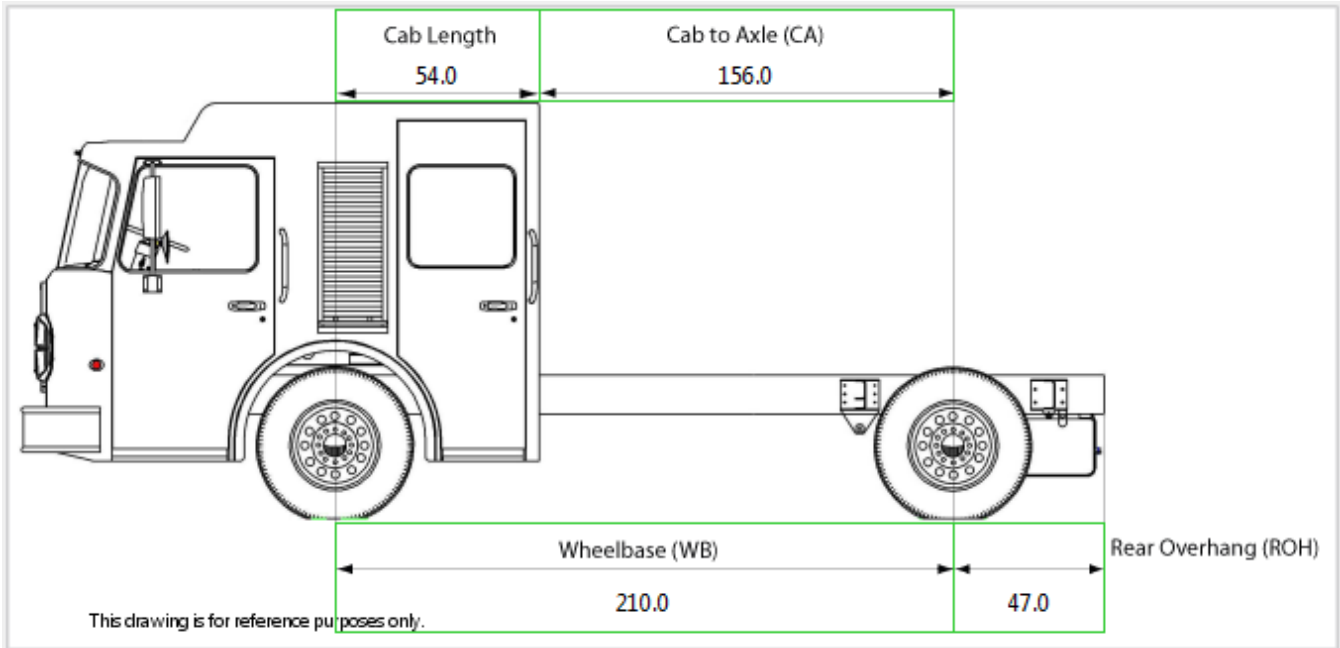
Note:

The Y-CG value above is calculated from the top of the frame.
 Apparatus refers to total combined value for cab and chassis and OEM inputs.

Seat Locations



Frame Dimensions



From: Matt Derifield <mattff113@gmail.com>
Sent: Thursday, May 7, 2020 8:24 AM
To: Dylan Mulfinger <DMulfinger@cityofoelwein.org>
Subject: LaFrance

Dear Dylan, Mr. Mayor, and council,

I bring to you a request to donate the American LaFrance fire truck to the Oelwein Volunteer Firefighter's association. Recently in one of our meetings we have decided to get rid of our 1934 Chevy parade truck as it has ongoing issues. We would like to have a chance to preserve some Oelwein History by using the LaFrance as a parade truck.

This move would allow the volunteer association to remove the truck from the city's insurance as well as remove it from taking up space in a city building. The members have used this truck in the past for funerals for past members of the fire department as well, and this would allow us to still do so. As it stands right now this truck is not usable or allowable due to its age so it does not serve the city any usable purpose.

Any questions please let me know. I can be reached at 319-238-0389 or my email is mattff113@gmail.com.

Thank you for your time and consideration,

Matthew Derifield

President of the Oelwein Firefighters association



Notification of an Iowa Training Fire- Demolition or a Controlled Burn of a Demolished Building

****Please review the attached Instructions before completing this notification. Fill out completely. Fire departments and/or cities may be cited for violations for incomplete notifications****

1a. Type of Notification: Training Fire Demolished Building Burn

1b. Original Revised Canceled

Please review the attached Instructions to determine whether the proposed burn would be considered a controlled burn of a demolished building or a training fire. Controlled burns of a demolished building are subject to additional restrictions.

Questions #2-10 and #19 (Signature Certification) must be completed for both types of burns

2. Fire Department or City official responsible for the burn (Name) Oelwein Fire Department

Address 200 West Charles St

City Oelwein State Iowa Zip 50662

Contact (Name) Mike Hillman Telephone Number 319-283-5722

(Documentation of City Council approval is required for all demolished building burns.)

3. Building Owner Name City of Oelwein

Address 20 2nd St SW

City Oelwein State Iowa Zip 50662

Contact Dylan Mulfinger Telephone Number _____

4. Building Name House

Address 815 4th Ave. SW

City Oelwein County Fayette

5. Building Size (Square Feet) 1,160 # of Floors 2

Age in Years 98 Present Use _____ Prior Use _____

6. Person conducting thorough inspection for asbestos-containing materials [ACM] (see Instructions):

Name Jim Prouty Telephone Number 319-283-5862

Address 20 2nd St SW

City Oelwein State Iowa Zip 50662

7. Laboratory analysis method used to check samples for asbestos fibers: Report is attached

(Attach a copy of the laboratory report. See Instructions for details)

8. Is/Was asbestos containing material [ACM] present in the building? Yes No
If "Yes," attach a summary of how the material was/will be removed. If an asbestos NESHAP notification was previously submitted for the removal, please attach a copy of the previous notification.

NOTE: All asbestos containing material (ACM) must be removed before building demolition.

9a. Will asphalt roofing layers be removed prior to demolition and burning? *See Instructions for details.*

Yes No If "No," complete 9b and 9c.

9b. Have all asphalt roofing layers been analyzed and found to not contain asbestos? Yes No
If "No," the asphalt roofing must be removed prior to the demolition and burn. **Results of all asphalt roofing analyses must be attached to this notification.**

9c. If non-asbestos asphalt roofing will remain on the structure during the burn, this notification is for the 1st or 2nd burn for this calendar year (**NOTE: The limit on burning two structures per calendar year with asphalt roofing applies to both training fires and controlled burns of demolished buildings.**)

10. **Burn dates** Start 9/12/2020 Complete 9/12/2020

Alternate dates Start 9/19/2020 Complete 9/19/2020

NOTE: For demolished building burns, notification must be postmarked or hand-delivered to the DNR at least **thirty (30) days** before the proposed burn start date and at least **10 working days** prior to the start of demolition. For training fires, notification must be postmarked or hand-delivered to the DNR at least **ten working days** before the proposed burn start date.

If the burn is a **Controlled Burn of a Demolished Building**, cities must also complete questions **11-18**. If the burn is a **Training Fire**, skip to question **#19 (Signature Certification)**. See instructions for details on questions 11-18.

11. Provide an explanation of why alternative methods of debris management are not being used to dispose of the building.

The house has no salvageable material. The basement will be collected for rip rap.

12. Describe what methods will be used to notify nearby residents of the proposed burn.

The city will mail a letter to each adjacent property owner notifying them of the burn dates.

13a. Is the building being, or has it been, mechanically demolished before the controlled burn will occur?

Yes No If "Yes," complete 13b & c. If "No," complete 13d.

NOTE: The NESHAP notification for demolition must be submitted at least **10 working days** prior to the start of demolition. If an asbestos NESHAP notification for the demolition was previously submitted, please attach a copy with this notification.

13b. **Demolition dates** Start _____ Complete _____

13c. **Demolition Contractor Information**

Company Name _____

Street Address _____

City _____ State _____ Zip _____

Contact _____ Telephone _____

13d. If building has not been, or will not be, demolished prior to burning, please indicate **why** the proposed burn will not qualify as a training fire (check all that apply).

Building not safe to enter (dilapidated and/or no longer standing)

Building is too close to neighboring buildings

Fire fighter training exercise not being conducted

Other (please briefly summarize) _____

14a. Will the demolished building burn occur at the original building address indicated in question #4?

Yes No (Demolished building will be moved to another location).

If "No," also complete 14b, c & d (if applicable).

14b. Exact burn site location (**give site address, coordinates and/or attach a map**).

NOTE: A city may establish a burn site outside the city limits provided they meet the established requirements. The burn site must be at least 0.6 miles from the nearest building inhabited by a person (including both residences and businesses).

14c. Will additional buildings be included in the proposed burn?

Yes No If "Yes," complete 14d.

14d. Indicate the original addresses for **all** other buildings to be included in this proposed burn:

NOTE: A complete notification is required for **each** building to be burned. Please attach completed notifications for all buildings to be burned at this location on this proposed date.

15. Total square feet of demolished building material to be burned at the site 1,160

NOTE: The sum total square feet of building material for each burn may not exceed **1700 square feet.**

16. Approximate time that burn will occur. Start time _____ End time _____

NOTE: A demolished building burn may be conducted only between the hours of **6 AM and 6 PM.**

17. If the burn is located outside the city limits please provide the exact distance, in miles, from the burn site to the nearest building inhabited by a person (including both residences and businesses).

_____ (Please, attach a map)

18. Including this proposed burn, how many demolished building burns will your city have conducted within the city limits in this calendar year?

NOTE: Each city may conduct no more than one demolished building burn in every 0.6 mile radius circle in any one calendar year period. See the attached **Instructions** for details and rule requirements.

19. I certify that the above information is correct, complete, and that the above referenced training fire or demolished building burn will be conducted in accordance with paragraphs 567 Iowa Administrative Code (IAC) 23.2(3)“g” and “j” [Published 3/16/05 and effective 4/20/05].

I certify that if unexpected asbestos-containing materials are found during the training fire or demolished building burn, the burning will cease immediately, and will not resume until all asbestos-containing materials are properly removed. I certify **none** of the material prohibited as specified in 567 IAC 23.2(3) “g” and “j” will be burned.

Signature Date Title

**Notification of an Iowa Training Fire- Demolition or a
Controlled Burn of a Demolished Building
(Revised March 2005)**

INSTRUCTIONS

These instructions describe how to complete the required Department of Natural Resources (DNR) notification form for training fires or demolished building burns (DNR Form 542-8010). Rules for these burns were amended March 16, 2005 and became effective April 20, 2005. As such, the DNR highly recommends that fire departments and cities carefully review these instructions, the applicable rules, and the DNR Fact Sheet before proceeding with building preparation or notification. All of these documents are available on our website at www.iowacleanair.gov (click on links for Asbestos or Open Burning under the topics on the left side of the page).

Other considerations for demolished building burns

Note that all non-structural materials must be removed prior to demolition and burning, including rubber tires, chemicals, furniture, carpeting, household appliances, vinyl products (such as flooring or siding), trade waste, garbage, rubbish, landscape waste, and residential waste.

1a. Type of Notification: Check the box indicating either **Training Fire** or **Demolished Building Burn**.

It is very important that cities and fire departments determine whether the proposed burn is a training fire or a demolished building burn. Both burns require prior notification and proper removal of all asbestos containing materials. Controlled burns of demolished buildings are subject to additional conditions, including the requirement to attach documentation of city council approval.

Training Fires – To be considered a training fire under DNR air quality rules, the proposed burn must be for the purposes of bona fide training of public or industrial employees in firefighting methods. The fire must be conducted with the building structurally intact. It must also be conducted according to the National Fire Protection Association (NFPA) 1403 Standard on Live Training Fire Evolutions (2002 Edition) or a comparable standard.

Controlled Burn of a Demolished Building – If the proposed burn does not meet the definition of a training fire, a city may be able to conduct a controlled burn of a demolished building burn. A city is the only party that may conduct a controlled burn of a demolished building. However, demolished building burns are currently **not** allowed within the city limits of Cedar Rapids, Marion, Hiawatha, Council Bluffs, Carter Lake, Des Moines, West Des Moines, Clive, Windsor Heights, Urbandale, Pleasant Hill, Buffalo, Davenport, Mason City, or any other area where state implementation plans require the control of particulate matter. In other cities, there are limits on the number of demolished building burns that may be conducted within a given area, and additional criteria for building and burn specifications.

1b. Type of Notification: Check the box indicating **Original**, **Revised** or **Canceled**.

The initial notification submitted to the DNR will always be an “Original” notification. If any of the information on the burn has changed, the city or fire department must send a Revised notification. Additionally, if the city or fire department decides **not** to conduct the burn, they should submit a copy of the notification with the “Cancelled” box checked. **The city clerk must keep a copy of all notifications, for your records, for at least three years.**

Questions 2-5 (Building information)

It is very important the DNR has the correct building address, as well as current contact names and phone numbers for the City and the building owner. Note that the city, fire department (if applicable), **and** the building owner are responsible for ensuring that the proposed burn complies with all applicable air quality rules.

Questions 6-8 (Questions regarding asbestos materials inspection and removal)

Prior to a structural training fire or a demolished building burn, the State Rules and Federal regulations require the following:

- 1. Thoroughly inspect the facility to determine the presence of any asbestos-containing materials (ACM).** To meet the “thorough inspection” requirement, all suspected asbestos-containing materials must

be sampled and laboratories analyzed, or are assumed to contain asbestos. Suspect asbestos-containing materials include, but are **not** limited to: floor tile, linoleum, pipe and boiler insulation, heat duct wrap and joint tape, cementitious siding and roofing, asphalt-based roofing, ceiling tiles, joint compound, and sprayed-on-texturing.

Please refer to the Thorough Asbestos Inspection Guidance, attached, for more information about conducting a thorough inspection for asbestos containing materials. **Additionally, you must attach a copy of the ACM laboratory analysis to your notification form.**

2. All asbestos-containing materials (friable and nonfriable) must be removed prior to building demolition. Asbestos removal is to be performed in accordance with the requirements contained in 40 CFR, Part 61, Subpart M (Sections 61.145 and 61.150). Please refer to the guidance, Applicable Portions of the Asbestos NESHAP, attached, for the training required to abate regulated asbestos containing material. **Additionally, you must attach a copy of any previous notifications of ACM abatement or removal and/or provide a summary of how the ACM was, or will be, removed prior to demolition and burning.**

Question #9 (Asphalt Roofing Material)

Limits exist on burning asphalt roofing materials in training fires or demolished building burns. **Each** layer of roofing must be properly analyzed and found to contain no asbestos. If any roofing material is found to contain asbestos, it must be **removed** prior to building demolition. If the asphalt roofing is found to contain no asbestos and will remain with the building materials during burning, copies of the laboratory reports verifying this must be submitted to the DNR along with the notification form.

During each calendar year, each city is limited to no more than **two** building fires per calendar year in which **asbestos-free**, asphalt roofing remains during the burn. The two-burn limit on asbestos-free, asphalt roofing includes **both** training fires and demolished building burns. If all asphalt roofing is removed, there is no limit on the number of **training fires** that a city and/or fire department may conduct. However, limits do exist on the number of demolished building burns that a city may conduct in a given area. This limit is explained later in these instructions.

Question #10 – Proposed burn dates

It is extremely important that cities and fire departments indicate the proposed burn dates on the notification. The city or fire department may choose alternate dates for burning. A revised notification must be submitted if the burn will no longer be conducted on the proposed dates.

For a controlled burn of a demolished building, the city fire department or city official must submit the completed notification at least **thirty (30) days** before the proposed burn date **and** at least **10 working days** prior to demolition. Notification of a training fire must be postmarked or delivered to the DNR at least **10 working days** before the proposed burn date. Working days are Monday through Friday. Saturday and Sunday do not count as working days. If a notification is Faxed, it must be followed by a hard copy, postmarked or hand delivered accordingly.

*If you are conducting a **training fire**, proceed to the Signature Certification at the end of the notification form. If you are conducting a **controlled burn of a demolished building**, you must also complete questions 11-18.*

Question #11 (Alternative methods of building debris management)

The DNR encourages cities to explore and utilize, to the extent possible, alternative methods of building disposal. Please briefly describe what, if any, alternative disposal methods were explored and used. This may include salvaging, recycling, re-using rubble for fill, and landfilling. Please also briefly explain why burning was chosen to dispose of some or all of the building.

Question #12

The DNR strongly encourages cities to notify area residents of the proposed burn. Please briefly describe what method(s) the city will use to notify nearby residents.

Questions #13a-d

13a. Please check whether or not the building will be mechanically demolished prior to burning. Note that **all** asbestos containing materials must be properly removed **prior** to building demolition. If the building is not safe to enter for a thorough inspection and/or asbestos removal, the building may **not** be burned.

If you answered “yes” to 13a, please also complete questions 13b & c for the demolition contractor information and demolition start dates. If you previously submitted an asbestos NESHAP notification for the demolition, please attach a copy. Notification must be submitted at least **10 working** days prior to the start of demolition.

If you will **not** be mechanically demolishing the building prior to burning, please complete 13d. Please check the box best describing the reason why the city has elected to conduct a demolished building burn rather than a training fire. This information allows the DNR to track information about the reasons for conducting demolished building burns.

Questions 14a-d

14a. Please check whether the demolished building will occur at the building’s original address indicated in question #4. If “yes,” proceed to question 15. If “no,” complete questions 14b, c and d, as applicable. For question 14b, indicate the exact location of the building burn site. It is extremely helpful if you attach a map. A city may establish a burn site outside the city limits, provided they meet the established requirements. The city must also notify the chair of the county board of supervisors if a burn site is established outside the city limits. This notification must be submitted to the chair of the county board of supervisors at least **30 days** prior to the date of the burn.

For question 14c, indicate whether materials from **additional** buildings will be included in this burn. If “no,” proceed to question #15. If “yes,” complete question 14d, indicating the original address for all buildings to be included in this burn. Note that a complete Notification of Controlled Burn of a Demolished Building must be submitted for each building to be burned. It is helpful if all notifications are submitted together.

Question #15

Indicate the total square feet of all demolished building materials to be burned at this site on the proposed dates. Note that the sum total square feet for each burn may **not** exceed **1700 square feet**. For purposes of this rule, building square feet includes both finished and unfinished basements, but does not include unfinished attics, carports, attached garages and porches unprotected from the weather. If a burn site is established outside the city limits, note that the sum total square feet of material to be burned each day may **not** exceed **1700 square feet**.

Question #16

Indicate the approximate time the burn will occur. Note that a demolished building burn may only be conducted between **6 AM** and **6 PM**. The city must adequately schedule and control the burn to ensure the burning is completed by 6 PM.

Questions #17

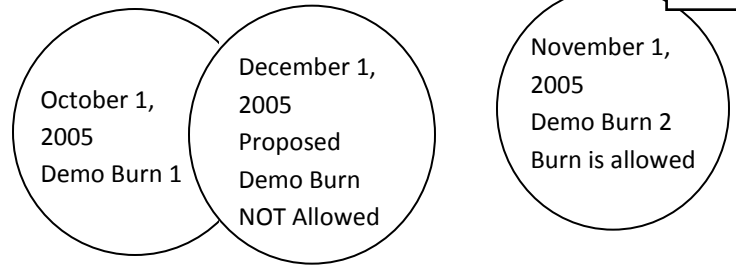
Indicate the approximate distance, in miles, from the burn site to the nearest building inhabited by a person. This includes both residences and businesses. Please attach a map. The city clerk must keep all required records on burn site locations for at least three years.

Question #18

For burn sites established outside the city limits, indicate how many demolished building burns, including the proposed burn, the city has conducted within the calendar year.

For burns conducted within city limits, each city may conduct no more than one (1) demolished building burn in every 0.6 miles radius circle in any one (1) calendar year period. It is the city’s responsibility to keep sufficient maps, burn information, and a copy of this notification to ensure compliance with these requirements. The city clerk must keep all required records for at least three years.

The diagram (right) illustrates how to draw the circles on a map. The center of each circle is the site of demolished building burn. The radius of each circle represents 0.6 mile. If one circle will overlap another in any calendar year, the burn is not allowed.



If an additional burn is proposed within the calendar year, its 0.6 mile radius circle may **not** overlap the circle of the first burn. If the proposed burn would impact this area, the demolished building burn is **not** allowed under state air quality rules. Burns meeting the definition of training fires do **not** need to be included under these limits.

Question #19 (Signature Certification)

A city official must agree to the certification statement by signing and dating the notification.

Questions concerning training fires or demolished building burns

If you have questions about completing the notification or the requirements for training fires or demolished building burns, please contact the DNR Air Quality Bureau office at 515-725-8200.

Submit notifications to: Building Burn/Asbestos NESHAP Coordinator
Iowa DNR – Air Quality Bureau
502 E 9th St
Des Moines IA 50319

**Attachment A
Thorough Asbestos Inspection Guidance**

The Asbestos NESHAP (40 CFR 61.145) regulation stipulates that the owner operator of the demolition or renovation activity and prior to the commencement of the demolition or renovation, shall thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II nonfriable asbestos-containing material (ACM) [40 CFR 61.145 (a)].

Asbestos is a known carcinogen. When a building with asbestos-containing materials is burned, everything burns except the asbestos. The asbestos fibers are then free to drift in the air, making it possible for humans to be exposed through normal breathing.

The thorough inspection portion of the asbestos NESHAP regulation is important, because it identifies asbestos-containing material prior to the burn. This allows asbestos-containing material to be removed properly, thus eliminating the hazard of airborne asbestos fibers.

If the building is to be mechanically demolished in preparation for a controlled burn of a demolished building, the thorough inspection must occur **before** the building is demolished. Similarly, if a building is unsafe to enter, and suspect material cannot be identified, the city may **not** conduct a controlled burn on that structure. Rather, the city or fire department must assume that asbestos containing material is present, and manage the building debris accordingly.

Manufacturers put asbestos in over **3000** different building products including floor coverings, plaster, and roofing materials. Old buildings are not the only structures that contain asbestos. In fact, asbestos is still being used in new building products today. Therefore, a trained inspector is needed to identify and properly sample **all** suspect materials in order to fulfill the thorough inspection portion of the asbestos NESHAP.

The Environmental Protection Agency recommends that the person who conducts the thorough inspection of the facility attend and pass the 3-day Building Inspectors Course developed under the Asbestos Hazard Emergency Response Act (AHERA) program.

Attachment B
Applicable Portions of the Asbestos NESHAP (40 CFR 61.145)

Notifications

(a) Applicability. To determine which requirements of paragraphs (a), (b), and (c) of this section apply to the owner or operator of a demolition or renovation activity and prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II nonfriable ACM.

(b) Notification requirements. Each owner or operator of a demolition or renovation activity to which this section applies shall:

(b)(1) Provide the Administrator with written notice of intention to demolish or renovate. Delivery of the notice by U.S. Postal Service, commercial delivery service, or hand delivery is acceptable.

(b)(3)(i) At least 10 working days before asbestos stripping or removal work or any other activity begins (such as site preparation that would break up, dislodge or similarly disturb asbestos material), if the operation is described in paragraphs (a) (1) and (4) (except (a)(4)(iii) and (a)(4)(iv)) of this section. If the operation is as described in paragraph (a)(2) of this section, notification is required 10 working days before demolition begins.

(b)(4) Include the following in the notice:

(b)(4)(i) An indication of whether the notice is the original or a revised notification.

(b)(4)(ii) Name, address, and telephone number of both the facility owner and operator and the asbestos removal contractor owner or operator.

(b)(4)(iv) Description of the facility or affected part of the facility including the size (square meters [square feet] and number of floors), age, and present and prior use of the facility.

(b)(4)(v) Procedure, including analytical methods, employed to detect the presence of RACM and Category I and Category II nonfriable ACM.

(b)(4)(vii) Location and street address (including building number or name and floor or room number, if appropriate), city, county, and state, of the facility being demolished or renovated.

(b)(4)(ix) Scheduled starting and completion dates of demolition or renovation.

(b)(4)(xvi) Description of procedures to be followed in the event that unexpected RACM is found or Category II nonfriable ACM becomes crumbled, pulverized, or reduced to powder.

Training for asbestos abatement

40 CFR 61.145(c)(8) Effective 1 year after promulgation of this regulation, no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management-level person or other authorized representative, trained in the provisions of this regulation and the means of complying with them, is present. Every 2 years, the trained on-site individual shall receive refresher training in the provisions of this regulation. The required training shall include as a minimum: applicability; notifications; material identification; control procedures for removals including, at least, wetting, local exhaust waste disposal work practices; re-reporting and recordkeeping; and asbestos hazards and worker protection. Evidence that the required training has been completed shall be posted and made available for inspection by the Administrator at the demolition or renovation site.



Notification of an Iowa Training Fire- Demolition or a Controlled Burn of a Demolished Building

****Please review the attached Instructions before completing this notification. Fill out completely. Fire departments and/or cities may be cited for violations for incomplete notifications****

1a. Type of Notification: **Training Fire** **Demolished Building Burn**

1b. **Original** **Revised** **Canceled**

Please review the attached Instructions to determine whether the proposed burn would be considered a controlled burn of a demolished building or a training fire. Controlled burns of a demolished building are subject to additional restrictions.

Questions #2-10 and #19 (Signature Certification) must be completed for both types of burns

2. Fire Department or City official responsible for the burn (Name) Oelwein Fire Department

Address 200 West Charles St

City Oelwein State Iowa Zip 50662

Contact (Name) Mike Hillman Telephone Number 319-283-5722

(Documentation of City Council approval is required for all demolished building burns.)

3. Building Owner Name City of Oelwein

Address 20 2nd St SW

City Oelwein State Iowa Zip 50662

Contact Dylan Mulfinger Telephone Number _____

4. Building Name House

Address 14 2nd Ave NW

City Oelwein County Fayette

5. Building Size (Square Feet) 2262 sq feet # of Floors 2

Age in Years 120 Present Use Vacant Prior Use Rental Home

6. Person conducting thorough inspection for asbestos-containing materials [ACM] (see Instructions):

Name Jim Prouty Telephone Number 319-283-5862

Address 20 2nd St SW

City Oelwein State Iowa Zip 50662

7. Laboratory analysis method used to check samples for asbestos fibers: The report is attached

(Attach a copy of the laboratory report. See Instructions for details)

8. Is/Was asbestos containing material [ACM] present in the building? Yes No
If "Yes," attach a summary of how the material was/will be removed. If an asbestos NESHAP notification was previously submitted for the removal, please attach a copy of the previous notification.

NOTE: All asbestos containing material (ACM) must be removed before building demolition.

9a. Will asphalt roofing layers be removed prior to demolition and burning? *See Instructions for details.*

Yes No If "No," complete 9b and 9c.

9b. Have all asphalt roofing layers been analyzed and found to not contain asbestos? Yes No
If "No," the asphalt roofing must be **removed** prior to the demolition and burn. **Results of all asphalt roofing analyses must be attached to this notification.**

9c. If **non-asbestos** asphalt roofing will remain on the structure during the burn, this notification is for the 1st or 2nd burn for this calendar year (**NOTE: The limit on burning two structures per calendar year with asphalt roofing applies to both training fires and controlled burns of demolished buildings.**)

10. **Burn dates** Start 7/11/2020 Complete 7/11/2020

Alternate dates Start 7/18/2020 Complete 7/18/2020

NOTE: For demolished building burns, notification must be postmarked or hand-delivered to the DNR at least **thirty (30) days** before the proposed burn start date and at least **10 working days** prior to the start of demolition. For training fires, notification must be postmarked or hand-delivered to the DNR at least **ten working days** before the proposed burn start date.

If the burn is a **Controlled Burn of a Demolished Building**, cities must also complete questions **11-18**. If the burn is a **Training Fire**, skip to question **#19 (Signature Certification)**. See instructions for details on questions 11-18.

11. Provide an explanation of why alternative methods of debris management are not being used to dispose of the building.

The house has no salvageable material. The basement will be collected for rip rap.

12. Describe what methods will be used to notify nearby residents of the proposed burn.

The city will mail a letter to each adjacent property owner notifying them of the burn dates.

13a. Is the building being, or has it been, mechanically demolished before the controlled burn will occur?

Yes No If "Yes," complete 13b & c. If "No," complete 13d.

NOTE: The NESHAP notification for demolition must be submitted at least **10 working days** prior to the start of demolition. If an asbestos NESHAP notification for the demolition was previously submitted, please attach a copy with this notification.

13b. **Demolition dates** Start _____ Complete _____

13c. **Demolition Contractor Information**

Company Name _____

Street Address _____

City _____ State _____ Zip _____

Contact _____ Telephone _____

13d. If building has not been, or will not be, demolished prior to burning, please indicate **why** the proposed burn will not qualify as a training fire (check all that apply).

Building not safe to enter (dilapidated and/or no longer standing)

Building is too close to neighboring buildings

Fire fighter training exercise not being conducted

Other (please briefly summarize) _____

14a. Will the demolished building burn occur at the original building address indicated in question #4?

Yes No (Demolished building will be moved to another location).

If "No," also complete 14b, c & d (if applicable).

14b. Exact burn site location (**give site address, coordinates and/or attach a map**).

NOTE: A city may establish a burn site outside the city limits provided they meet the established requirements. The burn site must be at least 0.6 miles from the nearest building inhabited by a person (including both residences and businesses).

14c. Will additional buildings be included in the proposed burn?

Yes No If "Yes," complete 14d.

14d. Indicate the original addresses for **all** other buildings to be included in this proposed burn:

NOTE: A complete notification is required for **each** building to be burned. Please attach completed notifications for all buildings to be burned at this location on this proposed date.

15. Total square feet of demolished building material to be burned at the site 1,500

NOTE: The sum total square feet of building material for each burn may not exceed **1700 square feet.**

16. Approximate time that burn will occur. Start time _____ End time _____

NOTE: A demolished building burn may be conducted only between the hours of **6 AM and 6 PM.**

17. If the burn is located outside the city limits please provide the exact distance, in miles, from the burn site to the nearest building inhabited by a person (including both residences and businesses).

_____ (Please, attach a map)

18. Including this proposed burn, how many demolished building burns will your city have conducted within the city limits in this calendar year?

NOTE: Each city may conduct no more than one demolished building burn in every 0.6 mile radius circle in any one calendar year period. See the attached **Instructions** for details and rule requirements.

19. I certify that the above information is correct, complete, and that the above referenced training fire or demolished building burn will be conducted in accordance with paragraphs 567 Iowa Administrative Code (IAC) 23.2(3)“g” and “j” [Published 3/16/05 and effective 4/20/05].

I certify that if unexpected asbestos-containing materials are found during the training fire or demolished building burn, the burning will cease immediately, and will not resume until all asbestos-containing materials are properly removed. I certify **none** of the material prohibited as specified in 567 IAC 23.2(3) “g” and “j” will be burned.

Signature

Date

Title

**Notification of an Iowa Training Fire- Demolition or a
Controlled Burn of a Demolished Building
(Revised March 2005)**

INSTRUCTIONS

These instructions describe how to complete the required Department of Natural Resources (DNR) notification form for training fires or demolished building burns (DNR Form 542-8010). Rules for these burns were amended March 16, 2005 and became effective April 20, 2005. As such, the DNR highly recommends that fire departments and cities carefully review these instructions, the applicable rules, and the DNR Fact Sheet before proceeding with building preparation or notification. All of these documents are available on our website at www.iowacleanair.gov (click on links for Asbestos or Open Burning under the topics on the left side of the page).

Other considerations for demolished building burns

Note that all non-structural materials must be removed prior to demolition and burning, including rubber tires, chemicals, furniture, carpeting, household appliances, vinyl products (such as flooring or siding), trade waste, garbage, rubbish, landscape waste, and residential waste.

1a. Type of Notification: Check the box indicating either **Training Fire** or **Demolished Building Burn**.

It is very important that cities and fire departments determine whether the proposed burn is a training fire or a demolished building burn. Both burns require prior notification and proper removal of all asbestos containing materials. Controlled burns of demolished buildings are subject to additional conditions, including the requirement to attach documentation of city council approval.

Training Fires – To be considered a training fire under DNR air quality rules, the proposed burn must be for the purposes of bona fide training of public or industrial employees in firefighting methods. The fire must be conducted with the building structurally intact. It must also be conducted according to the National Fire Protection Association (NFPA) 1403 Standard on Live Training Fire Evolutions (2002 Edition) or a comparable standard.

Controlled Burn of a Demolished Building – If the proposed burn does not meet the definition of a training fire, a city may be able to conduct a controlled burn of a demolished building burn. A city is the only party that may conduct a controlled burn of a demolished building. However, demolished building burns are currently **not** allowed within the city limits of Cedar Rapids, Marion, Hiawatha, Council Bluffs, Carter Lake, Des Moines, West Des Moines, Clive, Windsor Heights, Urbandale, Pleasant Hill, Buffalo, Davenport, Mason City, or any other area where state implementation plans require the control of particulate matter. In other cities, there are limits on the number of demolished building burns that may be conducted within a given area, and additional criteria for building and burn specifications.

1b. Type of Notification: Check the box indicating **Original**, **Revised** or **Canceled**.

The initial notification submitted to the DNR will always be an “Original” notification. If any of the information on the burn has changed, the city or fire department must send a Revised notification. Additionally, if the city or fire department decides **not** to conduct the burn, they should submit a copy of the notification with the “Cancelled” box checked. **The city clerk must keep a copy of all notifications, for your records, for at least three years.**

Questions 2-5 (Building information)

It is very important the DNR has the correct building address, as well as current contact names and phone numbers for the City and the building owner. Note that the city, fire department (if applicable), **and** the building owner are responsible for ensuring that the proposed burn complies with all applicable air quality rules.

Questions 6-8 (Questions regarding asbestos materials inspection and removal)

Prior to a structural training fire or a demolished building burn, the State Rules and Federal regulations require the following:

- 1. Thoroughly inspect the facility to determine the presence of any asbestos-containing materials (ACM).** To meet the “thorough inspection” requirement, all suspected asbestos-containing materials must

be sampled and laboratories analyzed, or are assumed to contain asbestos. Suspect asbestos-containing materials include, but are **not** limited to: floor tile, linoleum, pipe and boiler insulation, heat duct wrap and joint tape, cementitious siding and roofing, asphalt-based roofing, ceiling tiles, joint compound, and sprayed-on-texturing.

Please refer to the Thorough Asbestos Inspection Guidance, attached, for more information about conducting a thorough inspection for asbestos containing materials. **Additionally, you must attach a copy of the ACM laboratory analysis to your notification form.**

2. All asbestos-containing materials (friable and nonfriable) must be removed prior to building demolition. Asbestos removal is to be performed in accordance with the requirements contained in 40 CFR, Part 61, Subpart M (Sections 61.145 and 61.150). Please refer to the guidance, Applicable Portions of the Asbestos NESHAP, attached, for the training required to abate regulated asbestos containing material. **Additionally, you must attach a copy of any previous notifications of ACM abatement or removal and/or provide a summary of how the ACM was, or will be, removed prior to demolition and burning.**

Question #9 (Asphalt Roofing Material)

Limits exist on burning asphalt roofing materials in training fires or demolished building burns. **Each** layer of roofing must be properly analyzed and found to contain no asbestos. If any roofing material is found to contain asbestos, it must be **removed** prior to building demolition. If the asphalt roofing is found to contain no asbestos and will remain with the building materials during burning, copies of the laboratory reports verifying this must be submitted to the DNR along with the notification form.

During each calendar year, each city is limited to no more than **two** building fires per calendar year in which **asbestos-free**, asphalt roofing remains during the burn. The two-burn limit on asbestos-free, asphalt roofing includes **both** training fires and demolished building burns. If all asphalt roofing is removed, there is no limit on the number of **training fires** that a city and/or fire department may conduct. However, limits do exist on the number of demolished building burns that a city may conduct in a given area. This limit is explained later in these instructions.

Question #10 – Proposed burn dates

It is extremely important that cities and fire departments indicate the proposed burn dates on the notification. The city or fire department may choose alternate dates for burning. A revised notification must be submitted if the burn will no longer be conducted on the proposed dates.

For a controlled burn of a demolished building, the city fire department or city official must submit the completed notification at least **thirty (30) days** before the proposed burn date **and** at least **10 working days** prior to demolition. Notification of a training fire must be postmarked or delivered to the DNR at least **10 working days** before the proposed burn date. Working days are Monday through Friday. Saturday and Sunday do not count as working days. If a notification is Faxed, it must be followed by a hard copy, postmarked or hand delivered accordingly.

*If you are conducting a **training fire**, proceed to the Signature Certification at the end of the notification form. If you are conducting a **controlled burn of a demolished building**, you must also complete questions **11-18**.*

Question #11 (Alternative methods of building debris management)

The DNR encourages cities to explore and utilize, to the extent possible, alternative methods of building disposal. Please briefly describe what, if any, alternative disposal methods were explored and used. This may include salvaging, recycling, re-using rubble for fill, and landfilling. Please also briefly explain why burning was chosen to dispose of some or all of the building.

Question #12

The DNR strongly encourages cities to notify area residents of the proposed burn. Please briefly describe what method(s) the city will use to notify nearby residents.

Questions #13a-d

13a. Please check whether or not the building will be mechanically demolished prior to burning. Note that **all** asbestos containing materials must be properly removed **prior** to building demolition. If the building is not safe to enter for a thorough inspection and/or asbestos removal, the building may **not** be burned.

If you answered “yes” to 13a, please also complete questions 13b & c for the demolition contractor information and demolition start dates. If you previously submitted an asbestos NESHAP notification for the demolition, please attach a copy. Notification must be submitted at least **10 working** days prior to the start of demolition.

If you will **not** be mechanically demolishing the building prior to burning, please complete 13d. Please check the box best describing the reason why the city has elected to conduct a demolished building burn rather than a training fire. This information allows the DNR to track information about the reasons for conducting demolished building burns.

Questions 14a-d

14a. Please check whether the demolished building will occur at the building’s original address indicated in question #4. If “yes,” proceed to question 15. If “no,” complete questions 14b, c and d, as applicable. For question 14b, indicate the exact location of the building burn site. It is extremely helpful if you attach a map. A city may establish a burn site outside the city limits, provided they meet the established requirements. The city must also notify the chair of the county board of supervisors if a burn site is established outside the city limits. This notification must be submitted to the chair of the county board of supervisors at least **30 days** prior to the date of the burn.

For question 14c, indicate whether materials from **additional** buildings will be included in this burn. If “no,” proceed to question #15. If “yes,” complete question 14d, indicating the original address for all buildings to be included in this burn. Note that a complete Notification of Controlled Burn of a Demolished Building must be submitted for each building to be burned. It is helpful if all notifications are submitted together.

Question #15

Indicate the total square feet of all demolished building materials to be burned at this site on the proposed dates. Note that the sum total square feet for each burn may **not** exceed **1700 square feet**. For purposes of this rule, building square feet includes both finished and unfinished basements, but does not include unfinished attics, carports, attached garages and porches unprotected from the weather. If a burn site is established outside the city limits, note that the sum total square feet of material to be burned each day may **not** exceed **1700 square feet**.

Question #16

Indicate the approximate time the burn will occur. Note that a demolished building burn may only be conducted between **6 AM** and **6 PM**. The city must adequately schedule and control the burn to ensure the burning is completed by 6 PM.

Questions #17

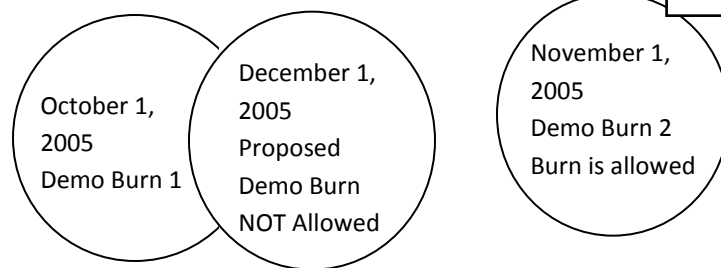
Indicate the approximate distance, in miles, from the burn site to the nearest building inhabited by a person. This includes both residences and businesses. Please attach a map. The city clerk must keep all required records on burn site locations for at least three years.

Question #18

For burn sites established outside the city limits, indicate how many demolished building burns, including the proposed burn, the city has conducted within the calendar year.

For burns conducted within city limits, each city may conduct no more than one (1) demolished building burn in every 0.6 miles radius circle in any one (1) calendar year period. It is the city’s responsibility to keep sufficient maps, burn information, and a copy of this notification to ensure compliance with these requirements. The city clerk must keep all required records for at least three years.

The diagram (right) illustrates how to draw the circles on a map. The center of each circle is the site of demolished building burn. The radius of each circle represents 0.6 mile. If one circle will overlap another in any calendar year, the burn is not allowed.



If an additional burn is proposed within the calendar year, its 0.6 mile radius circle may **not** overlap the circle of the first burn. If the proposed burn would impact this area, the demolished building burn is **not** allowed under state air quality rules. Burns meeting the definition of training fires do **not** need to be included under these limits.

Question #19 (Signature Certification)

A city official must agree to the certification statement by signing and dating the notification.

Questions concerning training fires or demolished building burns

If you have questions about completing the notification or the requirements for training fires or demolished building burns, please contact the DNR Air Quality Bureau office at 515-725-8200.

Submit notifications to: Building Burn/Asbestos NESHAP Coordinator
Iowa DNR – Air Quality Bureau
502 E 9th St
Des Moines IA 50319

Attachment A Thorough Asbestos Inspection Guidance

The Asbestos NESHAP (40 CFR 61.145) regulation stipulates that the owner operator of the demolition or renovation activity and prior to the commencement of the demolition or renovation, shall thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II nonfriable asbestos-containing material (ACM) [40 CFR 61.145 (a)].

Asbestos is a known carcinogen. When a building with asbestos-containing materials is burned, everything burns except the asbestos. The asbestos fibers are then free to drift in the air, making it possible for humans to be exposed through normal breathing.

The thorough inspection portion of the asbestos NESHAP regulation is important, because it identifies asbestos-containing material prior to the burn. This allows asbestos-containing material to be removed properly, thus eliminating the hazard of airborne asbestos fibers.

If the building is to be mechanically demolished in preparation for a controlled burn of a demolished building, the thorough inspection must occur **before** the building is demolished. Similarly, if a building is unsafe to enter, and suspect material cannot be identified, the city may **not** conduct a controlled burn on that structure. Rather, the city or fire department must assume that asbestos containing material is present, and manage the building debris accordingly.

Manufacturers put asbestos in over **3000** different building products including floor coverings, plaster, and roofing materials. Old buildings are not the only structures that contain asbestos. In fact, asbestos is still being used in new building products today. Therefore, a trained inspector is needed to identify and properly sample **all** suspect materials in order to fulfill the thorough inspection portion of the asbestos NESHAP.

The Environmental Protection Agency recommends that the person who conducts the thorough inspection of the facility attend and pass the 3-day Building Inspectors Course developed under the Asbestos Hazard Emergency Response Act (AHERA) program.

Attachment B
Applicable Portions of the Asbestos NESHAP (40 CFR 61.145)

Notifications

(a) Applicability. To determine which requirements of paragraphs (a), (b), and (c) of this section apply to the owner or operator of a demolition or renovation activity and prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II nonfriable ACM.

(b) Notification requirements. Each owner or operator of a demolition or renovation activity to which this section applies shall:

(b)(1) Provide the Administrator with written notice of intention to demolish or renovate. Delivery of the notice by U.S. Postal Service, commercial delivery service, or hand delivery is acceptable.

(b)(3)(i) At least 10 working days before asbestos stripping or removal work or any other activity begins (such as site preparation that would break up, dislodge or similarly disturb asbestos material), if the operation is described in paragraphs (a) (1) and (4) (except (a)(4)(iii) and (a)(4)(iv)) of this section. If the operation is as described in paragraph (a)(2) of this section, notification is required 10 working days before demolition begins.

(b)(4) Include the following in the notice:

(b)(4)(i) An indication of whether the notice is the original or a revised notification.

(b)(4)(ii) Name, address, and telephone number of both the facility owner and operator and the asbestos removal contractor owner or operator.

(b)(4)(iv) Description of the facility or affected part of the facility including the size (square meters [square feet] and number of floors), age, and present and prior use of the facility.

(b)(4)(v) Procedure, including analytical methods, employed to detect the presence of RACM and Category I and Category II nonfriable ACM.

(b)(4)(vii) Location and street address (including building number or name and floor or room number, if appropriate), city, county, and state, of the facility being demolished or renovated.

(b)(4)(ix) Scheduled starting and completion dates of demolition or renovation.

(b)(4)(xvi) Description of procedures to be followed in the event that unexpected RACM is found or Category II nonfriable ACM becomes crumbled, pulverized, or reduced to powder.

Training for asbestos abatement

40 CFR 61.145(c)(8) Effective 1 year after promulgation of this regulation, no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management-level person or other authorized representative, trained in the provisions of this regulation and the means of complying with them, is present. Every 2 years, the trained on-site individual shall receive refresher training in the provisions of this regulation. The required training shall include as a minimum: applicability; notifications; material identification; control procedures for removals including, at least, wetting, local exhaust waste disposal work practices; re-reporting and recordkeeping; and asbestos hazards and worker protection. Evidence that the required training has been completed shall be posted and made available for inspection by the Administrator at the demolition or renovation site.



To: Mayor and Council

From: Dylan Mulfinger

Subject: Water Utility Collections

Date: 6/8/2020

The City is ready to return to normal collection procedures as the state has lifted their moratorium on utility shutoffs. The city received guidance from the Iowa Association of Municipal Utilities on a process of bringing the procedures back to normal. The process is detailed below:

- June 1- A 10-day letter explaining payment options to respond by, a COVID-19 one-time extension agreement and a red return envelope to pay or sign an extension will go out. All of this was sent out in a red envelope, so it draws attention to the resident. They have all the regular options to pay online, electronically, 800#, etc. If they choose to send a check, cash, or complete the extension, it should be enclosed in the red envelope back to us by mail or drop box. Staff can watch for these red envelopes and enter information immediately regarding their account.
- June 8- At the regular city council meeting, council can approve to continue to follow this plan or guide staff.
- June 11- All payments will be posted in the morning. In the afternoon and on June 12 door tags will be hung stating they will be shut off June 15-16. This process really allows the resident to 15-16 days before shutoff. This timeframe is very generous since we are not required to do this.
- New past due accounts will follow the normal past due process after the 15th payments are posted. The normal penalties will be applied to only those accounts. At this point we are back to our regular processing and can continue to do so moving forward.
- The city continues to not charge online fees since city hall is closed to the public. Several obstacles must be overcome before we can safely reopen, and they may take a while. The fee amounts to less than \$1,000 per month. Council can choose to reinstate those online fees anytime.

The City is working with residents as this is a unique time and is providing an additional agreement to ensure they can pay back their overdue bill and bring them current to their account. The City will continue to provide no fee for paying online until city hall opens to the public.

Agreement for Cleaning Services

Contract made 8th day of June 2020, between City of Oelwein, an Iowa Municipal corporation, here referred to as City and Horan Cleaning LLC, here referred to as Contractor.

- A. City of Oelwein is an Iowa municipal corporation, and desires the following services performed.
- B. Contractor agrees to perform these services for City under the terms and conditions set forward in this contract.

In consideration of the mutual promises set forth in this contract, it is agreed by and between City and Contractor.

Section One: Description of Work

The work to be performed by the contractor includes all services, generally performed by Contractor in Contractor's usual line of business, including, but not limited to the following:

- Cleaning Oelwein City Hall after closing on Friday and before next business day.
 - Burnishing and polishing the tile and sealed floors at City Hall as needed.
 - Washing the exterior of the windows at City Hall once in the spring and once in the fall.
 - Scrubbing and refinishing approximately 564 square feet of floor tile at City Hall, once every two years, during odd numbered years.
 - Light maintenance duties including replacing burnt out bulbs, maintenance air fresheners, refill soap dispensers, and taking trash to dumpsters.
 - Vacuuming all carpeted areas and door/floor matting.
 - Sweeping or vacuuming of all hard floor surfaces.
 - Dusting, cleaning & polishing of all counter & table areas.
 - Sanitizing surface of front customer counter.
 - Dusting chair arms and legs, vacuuming fabric seat and crevice.
 - Dusting, cleaning & polishing of flat surface areas such as desktops (that don't have work product on them), computer monitors, windowsills, file cabinets etc.
 - Dusting exposed areas on flat surfaces such as desktops, keyboards, calculators, phones, etc. (with work product on them) using one of the following to lightly dust over the top to prevent accumulation: Webster, O'Cedar, electrostatic, lamb's wool, microfiber dusters or similar product. It is not necessary to move any of the paperwork or clutter.
 - Cleaning and sanitizing of all bathroom areas.
 - Cleaning of breakroom area.
- The Contractor will provide all cleaning chemicals and equipment used to maintain a clean and safe work environment unless otherwise requested by the city.
- The Contractor will provide proof of liability insurance and workers compensation insurance to the city annually on July 1.
- The City will provide light bulbs, paper products, hand care products, and trash bags.
- Contractor will provide a cleaning schedule of work to be performed weekly, biweekly, monthly, quarterly, semiannual and annual to be used as a guide for both parties involved.

- Construction cleaning responsibilities during the remodeling phase will be determined verbally and mutually agreed upon by both parties. There will be no set schedule and will be completed on an as needed basis.

Section Two: Payment

City will pay contractor as outlined below:

City will be invoiced monthly by the contractor using a weekly cleaning rate of \$45. Contractor will provide appropriate supporting documents as requested by the City to process payments.

Section Three: Relationship of Parties

The parties intend that an independent contractor-employer relationship will be created by this contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the contractor. Contractor is not to be considered an agent or employee of City for any purposes, and the employees of contractor are not entitled to any benefit that city provides for City’s employees. It is understood that City does not agree to use contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other entities and individuals while under contract with City. Contractor to supply all tools, equipment, vehicles, insurance, safety equipment and gear.

Section Four: Liability

The work to be performed under this contract will be performed entirely at Contractor’s risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. Contractor will carry, for the duration of this contract, public liability insurance in an amount acceptable to City. Contractor agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this contract.

Section Five: Duration

The parties hereto contemplate this contract commences on July 1, 2020 and shall end on June 30, 2021.

Section Six: Miscellaneous

1. Contractor will sign the attached nondisclosure/confidentiality agreement and ensure any employees are bound to the same terms.
2. City reserves the right to bar entry to any agent of the contractor, if in the sole determination of the city, the agent should not be allowed access to any particular structure of the City.
3. Parties agree the venue for all disputes is Fayette County, Iowa and the choice of law is Iowa law.
4. In the event of litigation, if successful, the city may recover the costs of litigation from the contractor.
5. Contractor will return from his possession, 1 city hall building master key upon termination of this contract.

Contractor

By _____
Steve Horan, d/b/a Horan Cleaning LLC

City of Oelwein

By: _____
Mayor Brett DeVore

Date _____

By: _____
City Administrator, Dylan Mulfinger



Minutes

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

May 28, 2020 - 6:00 PM

CALL TO ORDER – Chairman Bryan called the meeting to order at 6:00 P.M.

ROLL CALL Present: Bryan, Woodraska Tuchscherer
 Absent: Bagge, Nations
 Also Present: Council Liaison Stewart, FBO Tegeler

APPROVE MINUTES A motion was made by Woodraska, seconded by Tuchscherer to approve the minutes of the January 16, 2020 meeting. All voted aye.

Motion Carried

EXPENSES No bills to present for payment. Tegeler stated he has been forwarding them to the city for payment.

FBO REPORT Tegeler reported the last time he was pushing snow the air conditioner compressor froze up. It has been replaced with the assistance of John Bagge. Still waiting on reimbursement for freon and compressor oil supplied by Bagge. Tegeler also replaced the mower blades on the big mower for the first time in five or six years. The ladder is here and in the shop. Tegeler noted he has been in negotiations for the FBO Contract and it has been settled. A cable in the big shop door has been repaired. The courtesy car has been out 10 times since the last meeting. Currently one hangar is empty on the old building. The battery has been replaced in the Toro lawn mower. Field tile that has been plugged for several years has been repaired.

BAGGE ARRIVED AT 6:10 P.M.

OLD BUSINESS Discussion was held on the Runway 1-3 sign.

BLDG/GROUND MAINT Bryan discussed the maintenance of the terminal building and grounds noting very little has been completed. He reminded Board members this topic has been discussed in the past. Bryan also felt the lawn needs to be mowed on a more regular schedule to prevent windrows of dead grass.

Tegeler admitted he has been lax on the cleaning and all the floors have been scrubbed recently except for the bathroom. He does feel the grass is mowed on a regular basis and stated it is scheduled to be mowed again tomorrow.

Nations feels the public restroom needs to be cleaned at a minimum of once daily.

Bryan is also concerned about the use of weed killer around the terminal stating when the facility was built bluegrass sod was installed and there is nothing growing except weeds. Without the grass mud splashes up on the building and leaves a mess. He would like the area re-seeded. Bagge felt grass would eventually fill in. Alternatively it was discussed that rock be put in the area.

Federal Funding Woodraska noted the city has relinquished this years federal entitlement. Stewart noted Oelwein currently does not have a project in the works and this is common between airports.

Crack Sealing Tegeler questioned if crack sealing was scheduled this year.

Next Meeting July 16, 2020 at 6:30 P.M. was scheduled for the next meeting

Adjourn A motion was made by Tuchscherer, seconded by Woodraska to adjourn at 6:30 P.M.



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 # 6585
Date: 05/28/2020
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

| Type | Date | Notes | Quantity | Rate | Total |
|---------|------------|--|----------|--------------|-----------------|
| Service | 04/29/2020 | correspondence to Pentecost | 0.25 | \$130.94 | \$32.74 |
| Service | 05/01/2020 | draft proposed order, 10 day notice, application for default, and affidavit of mailing re Latham house | 0.50 | \$58.49 | \$29.25 |
| Service | 05/01/2020 | draft affidavit, motion, proposed order, and notice for Gabriel matter 657a | 0.50 | \$58.49 | \$29.25 |
| Service | 05/01/2020 | draft exhibit list, describe photos Pentecost | 0.40 | \$58.49 | \$23.40 |
| Service | 05/01/2020 | Call from Heidi Schultz | 0.15 | \$58.49 | \$8.77 |
| Service | 05/05/2020 | file 47 exhibits and exhibit list and discovery plan re pentecost | 0.40 | \$58.49 | \$23.40 |
| Service | 05/06/2020 | email response to Sam, review filings | 0.20 | \$58.49 | \$11.70 |
| Service | 05/07/2020 | draft and file motion to dismiss Gabriel 657a | 0.25 | \$58.49 | \$14.62 |
| Service | 05/11/2020 | reply to Sam email re Rozinek | 0.10 | \$60.86 | \$6.09 |
| Service | 05/11/2020 | Pentecost lawyer Hahn discussion | 0.25 | \$136.83 | \$34.21 |
| Service | 05/14/2020 | draft and file notice and affidavit mail notice to latham | 0.25 | \$60.86 | \$15.22 |
| Service | 05/20/2020 | email to Sam | 0.10 | \$60.86 | \$6.09 |
| | | | | Total | \$234.74 |

Detailed Statement of Account

Other Invoices

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 6438 | 04/29/2020 | \$723.60 | \$0.00 | \$723.60 |

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|---------------------------------|------------|------------|-------------------|-----------------|
| 6585 | 05/28/2020 | \$234.74 | \$0.00 | \$234.74 |
| Outstanding Balance | | | | \$958.34 |
| Total Amount Outstanding | | | | \$958.34 |

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

CityOelwein

Oelwein City Attorney

INVOICE

Invoice # 6586
Date: 05/28/2020
Due Upon Receipt

| Type | Date | Notes | Quantity | Rate | Total |
|---------|------------|---|----------|----------|----------|
| Service | 04/30/2020 | call form Jay, message to Pat | 0.15 | \$59.60 | \$8.94 |
| Service | 04/30/2020 | Call with Jay re tear downs | 0.50 | \$133.43 | \$66.72 |
| Service | 05/01/2020 | email to Dylan with tear down idea | 0.25 | \$136.83 | \$34.21 |
| Service | 05/01/2020 | jensen, email to Sam and Prouty, review filings and citation | 0.20 | \$60.86 | \$12.17 |
| Service | 05/04/2020 | respond to question on procedure for closed meeting and tiny house information. | 0.25 | \$136.83 | \$34.21 |
| Service | 05/04/2020 | Oelwien City Council Meeting closed session | 0.75 | \$136.83 | \$102.62 |
| Service | 05/05/2020 | Food Truck research and opinion memo | 1.50 | \$136.83 | \$205.25 |
| Service | 05/07/2020 | research on rental code fines as taxable events. legal description work for Hallberg Deed | 0.70 | \$136.83 | \$95.78 |
| Service | 05/11/2020 | packet retrieval | 0.30 | \$59.60 | \$17.88 |
| Service | 05/11/2020 | Flat Rate: Drafting Mortgage & Promissory Note for Chad Benter | 1.00 | \$200.00 | \$200.00 |
| Service | 05/11/2020 | Flat Rate: Drafting Mortgage, Promissory Note, and Personal Guarantee for Bbv, LLC Travis Bushaw | 1.00 | \$300.00 | \$300.00 |
| Service | 05/11/2020 | Flat Rate: Drafting Promissory Note, Mortgage and Personal Guarantee for Elevation Properties, LLC Matt Blickenderfer | 1.00 | \$300.00 | \$300.00 |
| Service | 05/11/2020 | Flat Rate: Drafting Promissory Note, Mortgage and | 1.00 | \$300.00 | \$300.00 |

| Personal Guarantee for Oelwein Motors, Inc. Chris & Billie Winters | | | | | |
|--|------------|---|------|--------------|-------------------|
| Service | 05/11/2020 | Flat Rate: Drafting Promissory Note, Mortgage and Personal Guarantee for Weepie Schmitt, LLC Angela Weepie & Jeremy Schmitt | 1.00 | \$300.00 | \$300.00 |
| Service | 05/11/2020 | review packet and materials. | 0.70 | \$133.43 | \$93.40 |
| Service | 05/11/2020 | city of oelwien meeting | 2.75 | \$133.43 | \$366.93 |
| Service | 05/12/2020 | advising on meeting protocols | 0.25 | \$133.43 | \$33.36 |
| Service | 05/18/2020 | packet review. | 0.25 | \$133.43 | \$33.36 |
| Service | 05/18/2020 | packet retrieval | 0.30 | \$59.60 | \$17.88 |
| Service | 05/18/2020 | Oelwein meeting at the Plaza | 1.75 | \$133.43 | \$233.50 |
| Service | 05/22/2020 | Flat Rate: Correspondence to Grasso | 1.00 | \$50.00 | \$50.00 |
| Service | 05/22/2020 | Flat Rate: people search | 1.00 | \$50.00 | \$50.00 |
| Service | 05/22/2020 | westlaw search, email to pat, email to carol, review docs re mona | 0.25 | \$59.60 | \$14.90 |
| Service | 05/25/2020 | City of Oelwien City Council Meeting | 0.96 | \$133.43 | \$128.09 |
| Service | 05/26/2020 | packet retrieval | 0.30 | \$59.60 | \$17.88 |
| Expense | 05/26/2020 | Reimbursable expenses: Recording fees for Weepie Schmitt & Oelwein Motors mortgages | 1.00 | \$94.00 | \$94.00 |
| Service | 05/26/2020 | review offers and council packet, discuss vacant property procedures etc with Sam. Review updated list of properties for enforcement. | 1.25 | \$133.43 | \$166.79 |
| Service | 05/26/2020 | email correspondance with Sam, Pat and Dylan | 0.25 | \$59.60 | \$14.90 |
| | | | | Total | \$3,292.77 |

Detailed Statement of Account

Other Invoices

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 6439 | 04/29/2020 | \$815.03 | \$0.00 | \$815.03 |

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|---------------------------------|------------|------------|-------------------|-------------------|
| 6586 | 05/28/2020 | \$3,292.77 | \$0.00 | \$3,292.77 |
| Outstanding Balance | | | | \$4,107.80 |
| Total Amount Outstanding | | | | \$4,107.80 |

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: 6/8/2020

Consent Agenda

2. Consideration of a motion to approve the minutes from the May 26, 2020 Council Meeting

Public Hearing

3. Public Hearing on the plans and specifications, form of contract and estimate of cost for the proposed Wings East Pavement Improvements Project

Ordinances

4. Consideration of a motion to suspend rules and adopt an ordinance on the first and final reading
 1. Should the city want to expedite the food truck ordinance the city council has the option to waive the second and third reading and adopt on the first reading.
5. Consideration of an Ordinance Adding Article IV, Section 17-40 thru Section 17-47 Food Truck Permit to the Code of Ordinances of the City of Oelwein, Iowa
 1. This ordinance would allow for the city to have food trucks on public property without the need for a lease each time a food truck approaches the city. The permit process would run through City Hall and would require the trucks to be licensed and insured. Any food truck operating within the city would need a permit unless they meet an exemption. This ordinance will help the city monitor when and where people are setting up to better help each department prepare for large gatherings or resources needed for the food trucks.

Resolutions

6. Consideration of a Resolution creating the Oelwein Home Rehabilitation Program
 1. The City Housing Committee has been working on a local housing program that would directly help homeowners make improvements on their homes. These loans would come as low interest and would help with roofs, siding, windows, and interior improvements. The City would work with Upper Explorerland, as they would be contracted to administer the program. City Council will make the final vote on all improvement projects for this program. The City Administrator recommends approving this resolution.



7. Consideration of a Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Wings East Pavement Improvements Project
 1. The City must approve the plans, specifications, and the estimate of cost from the engineer before accepting the bids. The City Administrator recommends approving the resolution.
8. Consideration of a Resolution awarding contract for the Wings East Pavement Improvements Project
 1. The City received a great price for improvements on Wings East Addition project. This project will address needs for the neighborhood and provide a transportation surface that will serve the neighborhood for years to come. The City Administrator recommends approving the resolution.
9. Consideration of a Resolution adopting Fee Schedule
 1. The City will need to have fees in place for the new food truck ordinance. Adopting this resolution allows for the city to charge for a food truck permit. The goal is to encourage local vendors to sign up for a year and provide the best value of the permit. A fee is also included if the food truck uses city electricity while operating. The city is also including a new fee for a sidewalk café permit. The sidewalk café permit would allow for businesses to setup this summer and provide more seating. The City Council can change these rates if they so desire before adopting the resolution. The City Administrator recommends approving the resolution.
10. Consideration of a Resolution to set Public Hearing on Proposed Vacation of the West Portion of the Alley Running East and West Adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa
 1. The City has been approached by a property owner to purchase part of an alley. The City has no utilities in the alley, and it does not provide access to any garages on the west side. Setting the public hearing would allow for any neighbor to participate in the discussion. The City will send out a letter to all adjacent property owners to the alley., The City Administrator recommends setting the public hearing.
11. Consideration of a Resolution to set Public Hearing on Proposed Disposal by Sale of the City's Interest in the West Portion of the Alley Running East and West Adjacent to Lots 18-28 and Lots 30-41, Block 2, Irvine's Addition to Oelwein, Fayette County, Iowa
 1. A city must hold a public hearing to sell public property. The City Administrator recommends setting the public hearing.

Motions

12. Consideration of a motion to purchase a pumper apparatus for \$403,907.40 from Toyne, Inc.
 1. The City has a great opportunity to secure a new pumper at a deeply discounted price. Toyne will build the apparatus, demo the product for a year, then the city would purchase the apparatus. The City had bonded \$375,000 for this truck in hopes of getting a used or demo pumper. The city can use additional loan money, \$30,000, that was received so that



the winning bidder could buy down the interest rate. The Fire Chief will provide the final recommendation of additional equipment for the pumper, so the price could go down, but the City Administrator needs approval for the full amount if all additional items are purchased. This pumper compares to the pumper the volunteers were working toward that was priced out for \$450,000. The city will also see proceeds from the sale of the pumper. The City Administrator recommends approving this purchase.

13. Consideration of a request to donate the American LaFrance Fire Truck to the Oelwein Volunteer Firefighters Association
2. The City has been working with the volunteers to make enhancements to the fire station and improvements to operations. The City no longer needs the American LaFrance Fire Truck and has an opportunity to donate to the truck to the Oelwein Volunteer Fire Fighters. This truck would be kept by the volunteers for their activities and would remain in the community stored off of city property.
14. Consideration of a motion approving training burns for 815 4th Avenue SW and 14 2nd Avenue NW
3. The city will be tearing both homes down this summer/fall and wants to use them for training for the fire department. The City can do two burns a year as approved through the DNR. The City has removed all asbestos and will be ready to burn these upon DNR approval. The City Administrator recommends approving these applications to the DNR.
15. Consideration of a motion to return to regular collection procedures for the water/wastewater utility
4. Should council have any questions or concerns about the city retuning to its normal public utility collection process, the City Administrator provides a time for discussion. The City Administrator recommends approving the motion.
16. Consideration of a motion authorizing signatures on Agreement for Cleaning Services with Horan Cleaning LLC
5. The City has had a positive working relationship with Horan Cleaning for several years. The City Administrator recommends approving the contract.



PARKS MONTHLY REPORT, MAY 2020

PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation

www.oelwein.fun

This month we have been busy working on various projects with the different departments, on top of the mowing. Lloyd has been transplanting trees out of the cemetery to the buyer's properties. The employees finished preparations to the campground stirring up the pads, as we will install the water meter to turn on water tomorrow to have the campground open this weekend. The parks employees are wrapping up work on pool so all we need to do is a final power spraying and then we are ready to fill. I had all the parks employees taking mulch to downtown as we finally had the mulch delivered for the downtown. Jared Stewart started work on the new cemetery sign at Woodlawn Cemetery that Dave Sondrol is purchasing for the City. Mike and Tim Ledesma replaced the shop door at the parks maintenance building. I have sat in on numerous meetings with the Iowa Park and Rec Assoc. on the internet about parks and pool operations this year concerning COVID-19.

This past Sunday May 10th, I had an individual verbally harass me and physically threaten me at kwik Star on my own time about city business. He yelled at me from across the parking lot, then got in his truck and circled my vehicle yelling and threatening me. From what I could gather, he was upset that he was doing something with a tree that another city employee turned him in for and blamed it on me. I talked to the PD about it after it happened as he left when I got my phone out. The City had an individual donate a tree for red gate park so we got that planted in the ground and staked. We opened the campground this past weekend as the governor lifted restrictions to open all campgrounds in the state. A hydrant was backed over by a camper so we dug that up and replaced it. Lloyd Brown has been busy transplanting trees from the cemetery, he is down to the last two customers that bought several tree each. Stop signs at red gate and Woodlawn that were twisted with the tornado were replaced this week as well. I finally got one contractor to come down and look at headstones that need to be reset to give us a quote, still waiting on the second contractor. The guideposts at city park bridge were replaced with new boards. The shelter was removed from red gate park as cleanup continues. I attended a regional meeting with park and rec directors about pools and rec programming. Dan Ohl has been working on completing some signs for Woodlawn cemetery for block numbers. Power washing at the pool is completed and ready to fill.

On Sunday the 17th I hosted the May park and rec meeting to gather their input on pool and recreation programs. This week we had a full burial for Geilenfeld funeral home on Thursday. The cemetery crew has been busy mowing, trimming, clearing headstones and the street department will be out to sweep streets. The parks employees are mowing all the properties so they can get out to the cemetery on Friday to give the cemetery employees some extra help. We have been short an employee all this week and next week due to a personal injury he had on his own time over the weekend. Jack Potter has been working on mowing and trimming all the empty lots and houses the city has acquired. On Wednesday, the parks employees hung the flower baskets up downtown that the City received from the school. On Thursday, the city received the new stone for the new Woodlawn Cemetery sign that Dave Sondrol is donating to the City. Randy has been doing a good job at the campground giving campers the informational handouts and taking care of the facility. Lloyd is busy this week transplanting trees as he is working on the final two properties.

The third week of May we were extremely busy at the cemetery with Memorial Day preparations. The parks employees mowed all their properties and went out on Friday to help with extra trimming and cleaning grass off headstones. I had the street department come out and sweep the streets and despite the rain, there was a steady flow of visitors through the weekend. Water lines were damaged with the tornado uprooting trees so we have been making repairs and have the water on now. This Wednesday we had a cremation burial, on Thursday we have two full burials and on Friday, we have one more full

PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

burial. The City had a donor who wishes to remain anonymous donated \$525 for trees at Red gate Park. We picked out a diversified selection of trees and Daryl Cannon donated two trees to the city from his nursery as well. Lloyd is still transplanting trees but has had to stop with the rain that we have been getting.

Tree transplanting



Campground prep



Pool work



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Pool



Mulching



Mulching



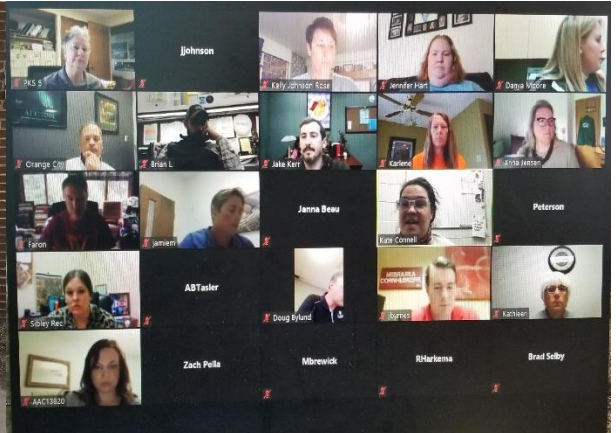
Foundation poured



New shop door



Online meetings



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Red gate tree



Campground hydrant repair



Transplanted trees



Stop sign replacement



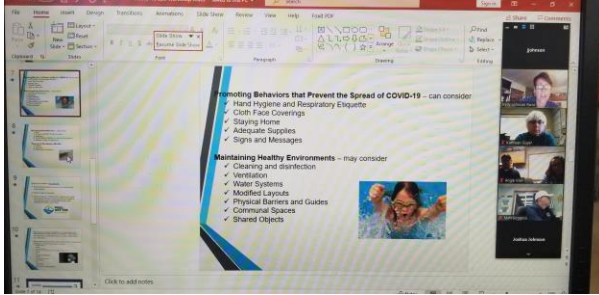
Bridge repairs



Red gate cleanup



P&R meeting



Woodlawn signs



Pool prep



Woodlawn sign





PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun

Burial



Road work



Signage



Flags at Woodlawn



Tree Transplanting



Hanging Baskets



Stone delivery



New Woodlawn Sign



PARKS / CEMETERY / AQUATICS / CAMPGROUND

Park and Recreation www.oelwein.fun



Memorial Day

Burials



Red Gate Trees

Tree Transplanting





PARKS / CEMETERY / AQUATICS / CAMPGROUND

Daily Activities

www.oelwein.fun

- ❖ Sanitizing shop and equipment
- ❖ Reviewing sanitizing and social distancing daily
- ❖ Pick up garbage downtown
- ❖ Checking parks, cemeteries
- ❖ Monthly safety checklist
- ❖ Maintenance on equipment
- ❖ Order supplies for different departments
- ❖ Safety meeting/orientations
- ❖ 5 burials, 1 cremation

Progress on Projects

www.oelwein.fun

- ❖ Trails REAP grant
- ❖ Tree trimming
- ❖ Cemetery sign delivered
- ❖ Website work
- ❖ Storm cleanup
- ❖ Foundations completed
- ❖ Quotes on different projects
- ❖ Pool ladder repaired
- ❖ Pool filling/muriatic acid delivered
- ❖ Dirt work started on Wings trail extension
- ❖ Water lines repaired and water on at Woodlawn
- ❖ Mowing all parks/cemeteries/lots
- ❖ Block signs put up at Woodlawn

Next Month and Future Projects

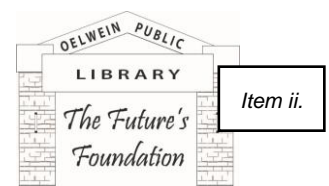
www.oelwein.fun

- ❖ Tree planting at Red gate Park
- ❖ Wings Park trail extension
- ❖ Park master plan
- ❖ Dirt work around bridges
- ❖ Grant work
- ❖ Diamond 3 fencing
- ❖ Pool LED conversion
- ❖ Website work
- ❖ Cemetery signs projects
- ❖ Install water fountains
- ❖ Prairie planting at Platt Park
- ❖ Remove well houses at City Park
- ❖ Pool projects
- ❖ Bleachers to diamond 3
- ❖ Diamond 1 building work
- ❖ Take split wood/rock to campground

Joshua Johnson MA
 Oelwein Park Superintendent
 319-283-5440 – City Hall
 319-283-0544 – Cell



Library Report to the City Council – June 2020



Library Opens May 18th



Hours: The new, temporary hours will be Monday-Friday 9:30 am. - 6:00 pm. and on Saturday 10:00 am. - 2 pm.

Going In: Library services will be along the lines of a "Get 'n Go" service. Patrons will pick out their items, check them out, and take them home.

Internet: Limited computers will be available for once-per-day use for 45 minutes. The Wi-Fi will be available during open hours.

Only 20 At A Time: The maximum capacity of visitors in the library building will be limited to 20 people at one time.

Meet Elsewhere: No meetings will be scheduled in the library facility.

Services On Hold: Services that would require a lot of interaction or touching of surfaces will be temporarily suspended, such as passport services, faxing of documents, and the use of the copy machine.

One-Way Route: In order to help patrons maintain a six-foot distance, a one-way traffic flow will be implemented. Patrons will enter through the main entry way and exit out the back door.

Take-Out Still Available: Curbside pickup will still be available for those who would rather not go inside the building.

Summer Reading 2020

The Summer Reading Program began on May 15. This year the program will be online sign up and reading tracking with the theme of "Imagine Your Story": **Fairy Tales-Fantasy-Mythology.**

Participants can register their name, age group (kids, teens, adults) and choose the weekly take home activity kits they would like to receive. Registration will take place online using a simple Google Form at <https://tinyurl.com/oelpl2020>. Once participants have registered, they can pick up bags with more information on Reader Zone and some fun extras.

Participants without access to the internet can call the library at 319-283-1515 for help registering and to track reading.

The library will utilize the online app, "Reader Zone" for participants to track their reading. Reader Zone can be used on your desktop, too. Access Reader Zone at <https://app.readerzone.com>. Click on sign up in upper right corner and enter your information. When prompted, enter code **1e392** to access our reading program. Start reading and earn badges!

The library is encouraging all participants to have a goal to read for twenty minutes per day.



The Oelwein Public Library Board of Trustees will meet on Tuesday, June 9, 2020 at 5:00 p.m.

**This meeting will be held electronically. Public input can be provided by going to this web address:
Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/113282069>

You can also dial in using your phone.

United States: [+1 \(224\) 501-3412](tel:+12245013412)

Access Code: 113-282-069

The format of this meeting is due to the State Public Health Emergency Declaration regarding Covid-19 and will be conducted pursuant to Iowa Code 21.8 and the Proclamation of Governor Kim Reynolds dated March 19, 2020.

AGENDA

Roll Call

Agenda Approved

Minutes Approved

Correspondence and communications –

Trustee Training – Library Access – Public Access Internet Use

Director’s Report IAShares resumes, LED Conversion, Annual Maintenance Schedule, Census Tablets, July Carpeting Project

Friend’s Report – Flowers, Fall Book Sale

Bills Approved –

Unfinished Business

New Business

Policy Review – Conduct in the Library

Adjournment

May Statistics – Opened with restrictions May 18

Circulation:

20 May: 1588

19 May: 5,685

Computer Use:

20 May: 27 Wireless: 246

19 May: 583 Wireless: 2,144

Reference Questions:

20 May: 309

19 May: 522

Attendance:

20 May: 505 () Sunday

19 May: 4,897 () Sunday

New Patrons:

20 May: 1

19 May: 10

Program Attendance:

20 May: 0

19 May: 488

Acquisitions:

Books 63

CD’s 21

Movies 10

BRIDGES Downloads: 259

eBooks: 167

Audio: 90

eMagazines: 2

Video: 0

HOOPLA Downloads: 113

eBooks: 32

Audio: 27

Movies: 11

Comics: 14

Music: 8

TV: 21

36. (Tier 1) **(ENHANCED STANDARD)** The library counts the total number of public use of Internet enabled devices in the library. If the device is used for multiple purposes and Internet use cannot be isolated, report all use. Do not count the use of wireless by customers with their own devices. Only count use of library owned, public use, Internet enabled devices.

Conduct in the Library

May 12, 1988

Reviewed: 01/10/07, 09/15/11, 05/15/14

Revised: 07/10/07, 10/18/07, 07/10/08, 01/21/10, 8/9/12, 11/12/13, 6/11/14, 5/14/15, 10/10/17, 05/08/18

Item ii.

Policy

The Oelwein Public Library provides a safe, comfortable environment conducive to the use of library materials and facilities. The library is intended for the use of all members of the public. Patrons are expected to observe the rights of other patrons and staff members and to use the library and the library grounds for its intended purposes. Misconduct will not be allowed on the library premises.

Misconduct

Misconduct is behavior that is illegal or that:

- interferes with the rights of individuals to use library materials, services, and premises which includes the inside and outside areas of library property
- interferes with the ability of library staff to conduct library business, or
- threatens the secure and comfortable environment of the library or those using the library.

Misconduct may include, but is not limited to the following:

- Willfully annoying, harassing, or threatening another person. [Harassment is defined as any action taken or situation created intentionally to produce psychological or physical discomfort, embarrassment, or ridicule. Harassment is characterized by requests for sexual contact, unwelcome physical advances, or conduct (verbal or physical) of a nature that is intimidating, demeaning, hostile, offensive, or potentially dangerous to self or others.]
- Any behavior that endangers or could endanger the safety or health of others.
- Behaving in a disorderly, loud, or boisterous manner which disturbs or could disturb other patrons.
- Using abusive or profane language.
- Theft, vandalism, or the deliberate destruction of library materials, property, or the personal property of patrons or staff members.
- Maliciously accessing, altering, deleting, damaging, or destroying any computers, peripherals, computer system, network, computer program or data.
- Entering the non-public or locked areas, unless accompanied by a staff member or through prior authorization from a staff member.
- Leaving personal items in the building. The library assumes no responsibility for any personal belongings left unattended.
- Using personal electronic devices without earphones or with earphones at an unreasonable volume.
- Distributing or posting material without library staff approval.
- Picture taking or video taping of individuals unless authorized by the individuals involved or their parents if minors are present.
- Soliciting of sales or selling to library patrons except at library-sponsored events.
- Bringing animals into the library, except those trained to assist individuals with disabilities or for library-sponsored events.
- Using tobacco products or smoking on the library premises.
- Using alcohol on library premises.
- Using the library for inappropriate purposes such as sleeping and bathing.
- Wearing inappropriate dress such as bathing suits, no shirts, and no shoes.
- Eating or drinking in areas not designated for these activities.
- Use or threat of use of dangerous weapons, including all firearms. [Dangerous weapons are as defined in Section 702.7 of the Code of Iowa and include, but are not limited to any offensive weapon, pistol, revolver, or other firearm, dagger, razor, stiletto, switchblade knife, or knife having a blade exceeding five inches in length.]
- Violation of any municipal, state, or federal law or code.

Cell Phone Use:

In consideration of other patrons, cell phones will be turned off or placed on vibrate when entering the building.

Petitions:

No group or individual may circulate petitions in the library building. Petitions may be circulated outside the facility at a reasonable distance from the library, however, patrons must be allowed free access to the facility, and harassment or intimidation of patrons will not be tolerated.

Consequences:

The Library Director or delegated staff shall have the responsibility for enforcing discipline within the library and will determine misconduct. [Children under age seven (7) must be accompanied by a responsible person at least fourteen (14) years old. It is their responsibility to supervise and monitor the behavior and safety of their children at all times.]

Enforcement of these rules may take the form of any of the following actions, depending upon the severity of the misconduct which will be determined by the staff on duty at the time.

Warning:

- Patrons who engage in misconduct will be given one warning and asked to conduct themselves in an appropriate manner.

Expulsion:

- Patrons who do not modify their conduct after one warning will be asked to leave the library for the rest of the day.
- Patrons who engage in misconduct that, in the judgment of a staff member, is extreme will be asked to leave the building for:
 - First offense : 1 month
 - Second offense : 6 months
 - Third offense : 1 year
 - Subsequent offenses : 1 year
- The person whose library privileges are suspended shall be advised, in writing, of the suspension and the reason for such action. The suspended person shall also be informed that the suspension may be appealed at the next regularly scheduled Library Board meeting.

Police:

- If a patron appears dangerous, deliberately violates the law, is identified as a registered sex offender against a minor, or refuses to leave the library after being asked to leave, the director or the senior staff member on duty will call the police.

MAY 2020

CITY OF OELWEIN TREASURER'S REPORT

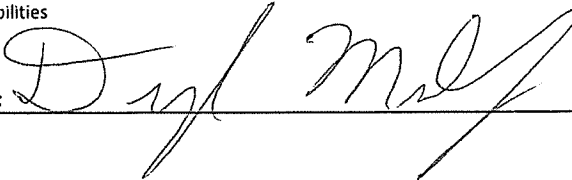
Date Printed

6/3/2020

Item ii.

| Fund | Beg Balance | Revenue | Expense | Transfers | Fund Balance | BANK BALANCE |
|---|----------------------|---------------------|---------------------|-------------|----------------------|--------------|
| 001 General | 200,333.85 | 342,968.80 | 224,051.69 | - | 319,250.96 | |
| 051 County Emergency Manage | 13,038.63 | 3,616.46 | - | - | 16,655.09 | |
| 110 Road Use Tax | 667,663.84 | 60,554.54 | 43,303.92 | - | 684,914.46 | |
| 112 Trust and Agency | 618,802.22 | 92,545.85 | 78,470.70 | - | 632,877.37 | |
| 113 Flex Spending | 2,171.55 | 807.56 | 1,615.12 | - | 1,363.99 | 1,363.99 |
| 119 Emergency | 33,148.45 | 6,535.13 | - | - | 39,683.58 | |
| 120 Sidewalks Repaired/Replaced | - | - | - | - | - | |
| 121 Sales Tax | 496,268.30 | 46,552.94 | - | - | 542,821.24 | |
| 122 Hotel/Motel Tax | 73,204.88 | 37.73 | - | - | 73,242.61 | |
| 123 Gas-Electric Franchise Fee | 893,403.40 | 460.50 | 59,318.22 | (21,148.00) | 813,397.68 | |
| 124 Library Bequest | 372,262.30 | 291.88 | - | - | 372,554.18 | |
| 126 Downtown TIF | 38,973.84 | 14,223.52 | - | - | 53,197.36 | |
| 127 Industrial Park TIF | 2,438.50 | 24,366.66 | - | - | 26,805.16 | |
| 128 Ind Park SubFund TIF East Penn | 840,929.51 | 1,788.17 | - | - | 842,717.68 | |
| 132 DARE | 2,113.80 | - | - | - | 2,113.80 | |
| 136 Trees Forever | 23,505.82 | 6,200.00 | 200.00 | - | 29,505.82 | |
| 146 Oelwein Housing Revolving Loan Fund | 4,775.21 | - | - | - | 4,775.21 | |
| 160 Econ Dev (\$12,500 Wellness Res) | 470,008.04 | 242.26 | 28,630.15 | - | 441,620.15 | |
| 161 IRP Revolving Loan | 174,885.71 | 7,857.87 | 702.14 | - | 182,041.44 | 182,743.58 |
| 162 Downtown Business Grants | 77,252.30 | 39.82 | 49,500.00 | - | 27,792.12 | |
| 166 NSP | - | - | - | - | - | |
| 167 Oelwein Volunteer Fire Dept | 9,170.21 | - | 163.04 | - | 9,007.17 | |
| 177 Forfeit Assets | 3,820.97 | - | - | - | 3,820.97 | |
| 200 Debt Service | 816,316.32 | 115,460.17 | 1,594,928.75 | 21,148.00 | (642,004.26) | |
| 201 Water Bondsinking | 188,383.34 | 97.10 | - | 17,005.00 | 205,485.44 | |
| 202 Sewer Bondsinking | 587,209.56 | 302.68 | - | 53,389.00 | 640,901.24 | |
| 205 Special Assessments | - | - | - | - | - | |
| 214 2016A GO UR ED Bond Ind Pk Land | - | - | - | - | - | |
| 269 Future Proposed Bond Sale | - | - | - | - | - | |
| 278 West Charles Mall | - | - | - | - | - | |
| 282 CDBG Housing Rehab | (47,927.12) | 38,708.00 | 80,226.52 | - | (89,445.64) | |
| 285 2009 Bond Sale | - | - | - | - | - | |
| 286 2016B GO Bond (Rise City Port) | - | - | - | - | - | |
| 287 2020 GO Bond | 2,147,961.12 | 1,107.16 | 269,288.02 | - | 1,879,780.26 | |
| 288 2016D Water Revenue Bond | - | - | - | - | - | |
| 305 Airport Grant | (47,816.74) | - | - | - | (47,816.74) | |
| 307 Tri Park Trail Extensions | 221,548.68 | 114.20 | 35.77 | - | 221,627.11 | |
| 314 Oel Ind Park E Penn/14th St Ext | 490,133.00 | 252.65 | - | - | 490,385.65 | |
| 385 West Water Tower | (38,829.93) | - | - | - | (38,829.93) | |
| 386 42 Well Rehab | (150,984.38) | - | - | - | (150,984.38) | |
| 387 Pave 10th Street SE/Old Road | (69,953.29) | - | 74.40 | - | (70,027.69) | |
| 397 Railroad Grant-Viaduct | 58,754.02 | 30.28 | - | - | 58,784.30 | |
| 501 Cemetery Perp Care | 288,942.56 | (2.12) | - | - | 288,940.44 | 3,940.44 |
| 600 Water (2016D Reserve \$67,000) | 525,389.45 | 93,640.40 | 69,295.42 | (17,005.00) | 532,729.43 | |
| 601 Water Infrastructure Fee | 949,094.97 | 15,822.74 | 4,076.31 | - | 960,841.40 | |
| 620 Customer Water Deposits | 123,423.17 | 4,500.00 | 2,002.26 | - | 125,920.91 | |
| 640 Fuel | 21,778.16 | - | - | - | 21,778.16 | |
| 670 Landfill | 21,741.67 | 46,565.75 | 27,445.65 | - | 40,861.77 | |
| 671 Recycling | (8,080.06) | 6,277.44 | 56.00 | - | (1,858.62) | |
| 672 ROW Trees Utility Fee | 30,790.28 | 5,200.40 | - | - | 35,990.68 | |
| 680 Wellness Center | (6,622.11) | 1,853.50 | 18,289.73 | - | (23,058.34) | |
| 698 Wellness Center Reserve | - | - | - | - | - | |
| 700 Sewer/Waste Treatment | 873,727.19 | 116,644.71 | 101,200.71 | (51,709.00) | 837,462.19 | |
| 701 Sewer Infrastructure Fee | 143,329.68 | 5,219.53 | - | (1,680.00) | 146,869.21 | |
| 706 20th Street Lift Station | 91,405.21 | 47.11 | 522.00 | - | 90,930.32 | |
| | 12,227,886.08 | 1,060,931.39 | 2,653,396.52 | | 10,635,420.95 | |

Fidelity 999-1003 and Community 999-1004 Money Market Accounts 8,889,713.44
 CD'S Cemetery \$285,000/Water Deposits \$100,000 385,000.00
 Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002 187,345.87
 Unapplied Accounts Receivable -
 Balance Checking Account 999-1000 1,173,361.64
 Payroll Liabilities -
10,635,420.95 10,635,420.95

Signature:  Date: 6/3/20