



Agenda

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

June 13, 2022
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

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

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

- [1.](#) Consideration of a motion to approve the May 23, 2022 minutes.
- [2.](#) Consideration of a motion to approve the Class C Liquor License for Hacienda Del Rio.
- [3.](#) Consideration of a motion approving the Class C Liquor License for Viper Lanes & PJ's Bar and Grill.

Public Hearing

- [4.](#) Public Hearing for CDBG about Oelwein Sewer Improvement Project along with Community Needs Assessment at Oelwein City Hall Council Chambers at 6:00 P.M.

Ordinances

- [5.](#) Consideration of an ordinance amending Oelwein City Code Section 22 Article VII Golf Carts - First Reading.

Resolutions

- [6.](#) Consideration of a resolution authorizing the submission of a CDBG Water/Sewer application to the Iowa Economic Development Authority.
- [7.](#) Consideration of a resolution to sell 608 1st Ave SE for the amount of \$1,000.
- [8.](#) Consideration of a resolution requesting the closure of corner of 1st Street and North Frederick Ave to south of 2nd Street N.W. on August 20, 2022 for the Oelwein Fire Department.

Motions

- [9.](#) Consideration of a motion to approve 2022 seal coat project Black Top Services at \$290,742.00
- [10.](#) Consideration of a motion to approve 2022 seal coat project for the Parks Department at \$39,745.
- [11.](#) Consideration of a motion to approve pay application #1 for the Charles Street Viaduct Maintenance 2022 project.
- [12.](#) Consideration of a motion to approve pay application #2 and final for the Charles Street Viaduct Maintenance 2022 project.
- [13.](#) Consideration of a motion to approve Change Order No. 4 for the 2021 Water Main Improvements.
- [14.](#) Consideration of a motion to approve Pay Request No. 6 in the amount of \$206,753.22 to Summers Enterprises, Inc.
- [15.](#) Consideration of a motion to approve Change Order No. 5 for the 2021 Water Main Improvements.
- [16.](#) Consideration of a motion to award the demolition of 104 8th Ave SW.
- [17.](#) Consideration of a motion to approve a cost increase on the purchase of a dump truck in the amount of \$14,238.
- [18.](#) Consideration of a motion to approve the cleaning contract with Steve Horan.

Committee Reports

- [19.](#) Report from Stewart on Airport Board Minutes.

Council Updates

Mayor's Report

- [A.](#) Consideration of a motion to appoint Joe Bouska to the Parks and Recreation Board.

City Attorney's Report

- [A.](#) City Attorney.

City Administrator's Report

- [A.](#) City Administrator.

Adjournment

- [ii.](#) Additional Information.
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In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
May 23, 2022 - 6:00 PM

Pledge of Allegiance

Call to Order Mayor DeVore called the meeting to order at 6:00 P.M.

Roll Call Present: Payne, Seeders, Stewart, Weber, Garrigus, Lenz (6:30 P.M.)
Also Present: Mulfinger, Rigdon, Dillion (6:03 P.M.)
Absent: NA

Additions or Deletions

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

Motion carried.

City Attorney Dillion entered the meeting at 6:03 P.M.

Citizens Public Comments

1. Proclamation on Memorial Poppy Day.

Mayor DeVore signed the Memorial Poppy Days Proclamation and presented it to Little Miss Poppy, Finley Stamp. The first poppy was sold to Oelwein Mayor DeVore.

Consent Agenda

2. Consideration of a motion to approve the May 9, 2022 minutes.
3. Consideration of a motion approving the claims resolution in the amount of \$2,213,723.02
4. Consideration of a motion to amend the Class E Liquor License for Super Mart.

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

Motion carried.

Public Hearing

5. Public hearing amending the Fiscal Year 2021-2022 budget on May 23, 2022 at 6:00 PM at the Oelwein Council Chambers.

Mayor DeVore opened the public hearing. Payne questioned the \$17,000 amendment to the library regarding grant dollars spent. Payne also inquired on the Lansing Brother's Housing teardown. It was explained these are not additional expenses but carry over expense from the prior year's project. Mayor DeVore closed the public hearing.

6. Public hearing regarding the sale of 516 1st Ave NW to Charlie Shannon on May 23, 2022 at 6:00PM at the Oelwein Council Chambers.

Mayor DeVore opened the public hearing. Mayor DeVore stated he has received comments why the city is doing this, and reported an individual is living in the garage. Mayor DeVore closed the public hearing.

Ordinances

7. Consideration of an Ordinance Amending Chapter 22 Vehicles and Traffic Article IX Snowmobiles and All Terrain Vehicles. - Third and Final Reading

A motion was made by Stewart, seconded by Garrigus to adopt Ordinance No. 1201.

Ayes: Stewart, Weber, Garrigus, Seeders, Payne

Nays: None

Absent: Lenz

Motion carried.

Resolutions

8. Consideration of a Resolution amending the Fiscal Year 2021-2022 Budget.

A motion was made by Weber, seconded by Stewart to adopt Resolution No. 5350-2022.

Ayes: Stewart, Weber, Garrigus, Seeders, Payne

Nays: None

Absent: Lenz

Motion carried.

9. Consideration of a Resolution for the sale of 516 1st Ave NW to Charlie Shannon in the amount of \$3,784.00.

A motion was made by Weber, seconded by Garrigus to adopt Resolution No. 5351-2022.

Ayes: Stewart, Weber, Garrigus, Seeders, Payne

Nays: None

Absent: Lenz

Motion carried.

Motions

10. Consideration of a motion to enter into an agreement for comprehensive plan services with MSA for \$47,900.

A motion was made by Weber, seconded by Stewart to approve the agreement for comprehensive plan services with MSA. All voted aye. Motion carried.

11. Consideration of a motion approving Additional Construction Administration in the amount of \$15,000 to FOX Strand on the 2021 Water Main Improvements project.

John Gaede from FOX Strand presented an update on the 2021 Watermain Project. The Contractor, Summer's construction is behind and has accrued over \$100,000 in liquidated damages. Gaede anticipates completion in 1 month. The project should have been completed in the fall of 2021.

A motion was made by Stewart, seconded by Seeders to approve the additional construction administration with to FOX Strand. All voted aye. Motion carried.

12. Consideration of a motion to approve a task order for the professional services associated with the Oelwein 2022 Residential Housing Demolition project.

A motion was made by Stewart, seconded by Payne to approve the Oelwein 2022 Residential Housing Demolition project. All voted aye. Motion carried.

Lenz entered the meeting at 6:30 P.M.

Committee Reports

- 13. Report from Payne on Library Board Meeting.
Full minutes can be found at oelwein.lib.ia.us/about/library-board-minutes-1.
- 14. Report from Lenz on Parks and Recreation Meeting.
Full minutes can be found at <https://www.cityofoelwein.org/meetings>

Council Updates

Payne inquired on the Wellness Center wages paid and wants to know what the final breakdown on the cost of the new aerial truck.

Mayor's Report

Mayor DeVore and Mulfinger attended the National Rural Economic Developers Association Regional Rural Summit in Red Oak. Alquist 3-D, a company who 3D prints homes presented, and is interested in speaking with Oelwein’s Housing Committee and Council regarding using their services. Homes that are 3-D printed cost 25% less than standard construction.

City Attorney’s Report

Dillion reported he is working on non-compliance nuisance properties.

City Administrator’s Report

- A. City Administrator.
Mulfinger reported it is a busy week at the city. They are prepping for Memorial Day Weekend activities and Oelwein Celebrations the following weekend.

Adjournment

A motion was made by Seeders, seconded by Weber to adjourn the meeting 6:36 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 23, 2022 and copy of said proceedings was furnished to the Register May 26, 2022.

Dylan Mulfinger, City Administrator



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
HACIENDA DEL RIO, INC	HACIENDA DEL RIO	(515) 783-4014		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
102 S FREDERICK AVENUE		Oelwein	Fayette	50662
MAILING ADDRESS	CITY	STATE	ZIP	
1930 S GILBERT ST PO BOX 387	IOWA CITY	Iowa	52244	

Contact Person

NAME	PHONE	EMAIL
RICHARD ARTHUR	(319) 339-4200	richard@taxmex.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044614	Class C Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2022	June 30, 2023	

SUB-PERMITS

Class C Liquor License



PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
SANJUANA RAMIREZ	Independence	Iowa	50644	PRESIDENT	100.00	Yes
Richard Arthur	Oelwein	Iowa	50662			
Richard Arthur	Solon	Iowa	52333			

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

July 1, 2022

POLICY EXPIRATION DATE

June 30, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Viper Lanes LLC	Viper Lanes & PJ's Bar and Grill	(319) 283-4357		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
100 West Charles St		Oelwein	Fayette	50662
MAILING ADDRESS	CITY	STATE	ZIP	
100 West Charles St	Oelwein	Iowa	50662	

Contact Person

NAME	PHONE	EMAIL
Dean Hendricks	(563) 608-9699	viperlanes@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0037007	Class C Liquor License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Aug 1, 2022	July 31, 2023		
SUB-PERMITS			
Class C Liquor License			



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

- Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Dean Hendricks	Oelwein	Iowa	50662	Sole Member	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Aug 1, 2022

POLICY EXPIRATION DATE

Aug 1, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATEOUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATETEMP TRANSFER EXPIRATION
DATE

CITY OF OELWEIN

NOTICE REGARDING SUBMITTAL OF AN APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FROM THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) FUNDING FOR THE CITY OF OELWEIN SEWER IMPROVEMENT PROJECT ALONG WITH A COMMUNITY NEEDS ASSESSMENT

The Oelwein City Council intends to submit an application for supplemental CDBG funding for their municipal sewer improvement project. The focus of this proposed project is the northeast portion of the collection system where the basement backups and sewer bypasses have been identified. The project consists of two improvement areas and is anticipated to take approximately eight months to complete. The Oelwein city council will also be discussing the community needs within the city.

The funding application will be submitted on or before July 1, 2022. The project will also be funded with local matching funds from the City of Oelwein. The intent of this notice is to provide citizens the opportunity to comment on the proposed project and application prior to submittal.

If you have questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, you may contact Dylan Mulfinger, City Administrator at 319-283-5440. Written comments may also be submitted to City of Oelwein, 20 2nd Avenue SW, Oelwein, IA 50662.

The city council will hold a public hearing on Monday, June 13, 2022 at 6:00 pm in the Oelwein city council chambers, 20 2nd Avenue SW, Oelwein, at which time you may submit your views on these matters in person, by writing or by representative.

City of Oelwein



Community Development and Housing Needs Assessment

Community Development and Housing Needs of Low and Moderate Income Persons

- Decrease the number of substandard housing units in the City (High)
 - The city of Oelwein has an older housing stock that requires significant investment. Often, these homes do not receive the needed investment because they are no longer attractive to home buyers or house flippers. The removal of depilated housing allows for new growth potential of neighboring properties and increases valuations for existing housing stock. Large scale demolitions open land for much needed multi-family. Use local option sales tax to fund demolitions and assistance programs.
- Minimize hardship by assisting in the rehabilitation of homes. (Medium)
 - Use local options sales tax to fund a revolving loan fund program. Exhaust all funds within one year and work with council on additional funds.
- Provide yearly financial support for the Fayette County Local Housing Trust fund which is for rehabilitation for low to moderate income applicants. (High)
 - The investment in the Local Housing Trust Fund brings in more dollars to the community to help housing. Homeowners are seeing much needed repairs and can live in their homes longer. This program is saving homes from demolition. Funds for this support comes from Local Option Sales Tax.
- Participated in the Rent to Own Home with NEICAC. (Low)
 - Work with local partner North East Iowa Community Action Corporation on their programs that help homeowners.
- New Construction incentives along with a tax abatement program (High)
 - Create a multi-family program that brings in investors to build large housing units. Create an aggressive residential tax abatement program that extends the current program.
- Continue to apply for First Time Homebuyer Funds (Low)
 - Work with Upper Explorerland to ensure this program is used effectively in Oelwein. Leverage both local and state dollars for this program and work on transitioning renters to new homes.
- Sell vacant lots for redevelopment (Low)
 - When he city can work with local and outside investors, the city should allow more flexibility on building on vacant lots.

Other Community Development and Housing Needs

- Provide additional affordable housing opportunities (High)

- Look for local and outside investors who want to flip homes. The City can acquire abandoned homes and work locally to get those homes in the right hands for reinvestment. Homes that still have good foundations should be renewed for the next generation.
- Provide additional job creation through the City of Oelwein's IRP Program. (Medium)
 - The entry into the commercial market is a high cost. Providing local dollars at low interested rates makes this transition for new businesses attainable. New jobs are created when new businesses are created. The City must be diligent in recruiting and retaining businesses that offer a living wage.

Planned or Potential Activities to Address Housing and Community Needs

- Apply for assistance under the Owner-Occupied Housing Rehabilitation Program through the Iowa Economic Development Authority (High)
 - The City has used this program each year to remediate dilapidated homes. Taking down homes that have no future provide a brighter outlook for neighborhoods.
- Work on local programs that offer incentives for developers and local contractors on building houses and improving existing housing stock (High)
 - Use local option sales tax to incentive building in town. Create a tax program that provides property tax relief to new builds, especially multi-family.
- Create a housing task force that is accountable and sets goals (High)
 - Both Oelwein Chamber and the City are working with groups to focus on housing improvements. These groups meet monthly and work toward a larger plan.
- Implement plans from the Oelwein Housing Study (Medium)
 - The City continues to work on plans set by the Oelwein Housing study. This study was instrumental in pinpointing areas that need improvement to sustain and build the current housing stock.
- Work on reenergizing the Fayette County Habitat for Humanity Program (Low)
 - Consider being a part of a potential NE Iowa Habitat for Humanity if this is possible.
- Find housing that works for employees of Oelwein's largest employers (High)
 - Work on a system that identifies what current employees can afford, and incentive builders to build those multi-family units.
- Plan for infill only to avoid city infrastructure expansion cost (Low)
 - Identify which areas of the city can be improved and how infilling lots will lead to that improvement.
- Work on flood mitigation along Dry Run Creek (High)
 - Take the first step to remove parking lot and plaza building and provide a space for residents to social distance during a pandemic.
- Sanitary Sewer Improvements. (HIGH)
 - Continue with improvements to meet Iowa Department of Natural Resources (IDNR) compliance with state standards.

Discussed at the _____ Regular City Council Meeting of the City of Oelwein, Iowa.

Approved at the _____ Regular City Council Meeting of the City of Oelwein, Iowa.

Number of local residents participating: _____

Conduct at least one public hearing on the activities proposed in the application and at least one public hearing on the status of funded activities following an award. Make sure all nine (9) points are covered (see list below) and included in the public hearing minutes.

The application public hearing must include a review of:

(a) how the need for the proposed activity or projects were identified;

The need for the CDBG water/sewer grant with the Iowa Economic Development Authority (IEDA) came from various planning sessions within the city. The City of Oelwein received a notice of violation from the Iowa Department of Natural Resources (IDNR) in December of 2020. The notice outlined operation and maintenance issues within the sanitary sewer collection system. There had been 22 instances of basement backup, 8 bypasses that were caused by rain events and regular use of the EQ basin during wet weather flows. Due to this, it was required that a preliminary engineering report be submitted that outlined steps to address inflow and infiltration (I&I) and bypass issues in the most affected areas of the collection system.

(b) how the proposed activity or projects will be funded and the sources of funds;

The request from the IEDA will be \$600,000. If successfully funded, the remainder of the proposed activity will be funded through American Rescue funds of \$820,000 and city funds of \$427,000 for a total project cost of \$1,846,338.

(c) the date the CDBG application will be submitted;

The CDBG water/sewer application will be submitted on or before July 1, 2022 to the IEDA.

(d) requested amount of federal funds;

The requested amount is \$600,000.

(e) estimated portion of federal funds that will benefit persons of low and moderate income;

Per year 2015 low and moderate income (LMI) data from the Housing and Urban Development (HUD), Oelwein's LMI is 60.2%. Therefore, it can be expected that the same proportion of the funds will benefit that group of residents or a total of 3,861 persons.

(f) where the proposed activity or project will be conducted;

The project will be conducted within the northeast portion of the city limits of Oelwein in the following areas: Site A is located on 4th Avenue NE from 3rd Street NE to 5th Street NE, then over to 5th Avenue NE up to 6th Street NE. Site B is located on 2nd Street NE from North Frederick Avenue to 2nd Avenue NE.

(g) plans to minimize displacement of persons and businesses as a result of funded activities or projects;

No businesses or persons will be displaced as a result of the proposed facility upgrades.

(h) plans to assist persons actually displaced, and;

No plans to displace any persons.

(i) the nature of the proposed activity or project.

The nature of the proposed project within the City of Oelwein is for two proposed collection system projects to reduce the likelihood of basement backups and sewer bypasses. The existing clay sanitary sewer mains will be replaced with larger diameter plastic pipe. The existing brick manholes will be replaced with concrete manholes. New sanitary sewer services will be installed beyond the edge of pavement. These improvements will greatly reduce the amount of I&I into the sanitary sewer collection system.



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

FROM: Jeremy P. Logan, Chief of Police

DATE: June 2, 2022

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

SUBJECT: Golf Cart Ordinance Proposal

I would like to take this opportunity to provide some guidance and a recommendation the consideration of a golf cart ordinance, for road use, in the city of Oelwein. Please note that when I provide an opinion or recommendation that is contrary to the considered direction of the council, that opinion or recommendation is based upon experience and research on the issue, and not out of a desire to be an obstacle.

Golf carts are not designed nor are they intended for road use. I recognize the convenience of use, the reduction of gas usage, and the entertainment that can be created driving a golf cart from place to place. However, golf carts, in general, are not designed with the safety features that a motor vehicle or a UTV are. These devices are considered a slower moving vehicle and lack the general speed, safety belts, lighting, and roll over protections that a car, truck, or UTV provide.

As important is Iowa Code 321.247 that restricts golf carts from being utilized on any roadway that is a primary extension through a city. Because of that restriction, we would be required to prohibit use on a number of roadways. I point this out because of the confusion that will be created for our community members by restricting golf carts on certain roadways, but not UTV's (other than state highways). The UTV ordinance will be in effect on July 1, 2022, and there will be a learning curve with this ordinance. By potentially implementing another alternative apparatus on the roadway at the same time as the UTV implementation, we will be tasking our officers with addressing an additional issue that will frustrate citizens as they are approached and warned/cited for violations that they are confused about.

I respectfully request that the Oelwein City Council table consideration of a golf cart ordinance to allow our community to implement and practice the UTV ordinance, while considering if the lack of safety devices on a golf cart is worth the risk of allowing them on the roadway.

Thank you for your consideration.

Ordinance No.

AN ORDINANCE AMENDING OELWEIN CITY CODE SECTION 22 ARTICLE VII GOLF CART

Be Ordained by the City Council of the City of Oelwein, Iowa as follows: establishing Oelwein City Code Section 22 Article VII Golf Cart is hereby admitted

Purpose: The purpose of this chapter is to permit the operation of golf carts, as authorized by Section 321.247 of the Code of Iowa, on certain streets in the city. This chapter applies whenever a Golf Cart is operated on any city street or alley, subject to those exceptions stated herein.

Section 22-180 Definitions: 1. "Golf cart" means a four-wheeled recreational vehicle generally used for the transportation of person(s) in the sport of golf. Note that a vehicle with appearance of a "golf cart" but satisfying the requirements of 49 CFR 571.500 (i.e., is a "low speed vehicle") is not subject to this chapter but rather to the Code of Iowa 321.3 81 A.

Section 22-181 Operation of Golf Carts Permitted: Golf carts may be operated upon the streets of the City by persons possessing a valid Iowa operator's license and at least eighteen (18) years of age, except as prohibited.

Section 22-182 Required Equipment: Golf Carts operated upon City streets shall be equipped with at least the following:

1. A slow moving vehicle sign.
2. An orange safety flag, the top of which shall be a minimum of five (5) feet above the ground level.
3. Adequate and functional brakes.
4. Rear view or side mirrors.
5. Adequate exhaust and muffler system.

Section 22-183 Hours of Operation: Golf carts may be operated on City streets only between sunrise and sunset, as established by the National Weather Service, at which time said operations shall cease. Ambulance, Fire, and Law Enforcement, golf carts are exempt from these hours of operation hours in performance of their duties.

Section 22-184 Speed: Golf carts shall not exceed 25 miles per hour on any city street.

Section 22-185 Passengers:

1. All passengers must be properly seated while the golf cart is in motion.
2. No person shall operate a golf cart with more persons on the vehicle than it was designated to carry or have more than one person per seat (two per bench seat). No more than two passengers may ride in the back seat if said seat exists.
3. No part of any rider or operator may extend beyond the sides of the vehicle.
4. No children under the age of six are permitted on a golf cart.

Section 22-186 Operation:

1. General Operation
 - a. Except as noted otherwise, herein, any person operating a golf cart on City streets or alleys shall adhere to all traffic signs and signals, and all other City of Oelwein and St

of Iowa traffic rules and regulations and shall obey the orders and direction of any law enforcement officer authorized to direct or regulate traffic, or the direction of a fire department officer during a fire.

- b. No person shall operate a golf cart in a careless, reckless, or negligent manner endangering the person or property of another or causing injury or damage to the same.
- c. This ordinance forbids the operation of golf carts on:
 - i. Any recreational, bike or walking trail unless the trail is specifically designed to allow the use of motor Vehicles.
 - ii. Sidewalks.
 - iii. City parks or any other land owned by the City, unless permission is granted by the city council.
 - iv. Private property without the consent of the property owner.
 - i. Primary Road extensions through the city limits, however Golf Carts may cross these roads at approximately a ninety (90) degree angle after yielding the right of way to cross traffic. Ambulance, Fire, and Law Enforcement, carts and are exempt from these restrictions in performance of their duties.

2. Street Etiquette:

- a. Except when executing a left turn, golf carts and shall be driven as close as practical to the right-hand edge of any street or alley.
- b. When necessary to prevent congestion of traffic, golf carts and shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
- c. When two or more golf carts or are being operated in the same direction and general vicinity on a city street or alley, they shall proceed in single file.

3. Parking:

- a. A golf cart or may be parked on City streets or parking lots only in designated parking spaces.

4. Negligence

- a. The owner and operator of a golf cart are liable for any injury or damage occasioned by the negligent operation of the golf cart.
- b. All persons who operate or ride on golf carts on streets inside the city limits of Oelwein do so at their own risk and peril. The city has no liability under any theory of liability, for golf carts that are operated on the streets of the city.

5. Accident reports

- a. Whenever a golf cart is involved in an accident resulting in injury or death to anyone or property damage amounting to one thousand five hundred dollars (\$1,500.00) or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer as required under Iowa Code Sections 3211.11 and 321.266.

Section 22-187 Permits: Golf carts and must be registered with the City of Oelwein before operating on any public street or alley.

- 1. A permit shall be issued once the owner has provided the following:
 - a. Proof that the owner has liability insurance covering operation of a golf cart or on city streets with limits of liability at least as great as those required by the Code of Iowa chapter 321A as amended.
 - b. Inspection and approval by the Police Department of the City of Oelwein.
- 2. Any golf cart operated on the City streets shall display the City of Oelwein permit sticker prominently on the rear left fender or similar component.

- 3. The fee for such permits shall be set by the Oelwein City Council through the fee resolution. The fee will not be prorated for permit its purchased during the year. The fee will not be refunded if the golf cart is sold, or the permit is suspended or revoked.
- 4. All permits will expire on December 31 of the third year. Permits may be purchased at any time.
- 5. The permit may be suspended or revoked
- 6. Businesses selling Golf Carts are exempt from having to obtain permits.
- 7. Must comply with all applicable state regulations.

Section 22-187 Special Events Exemption Requires Approval of The City Council

- 1. Special Events will be exempt from obtaining a Golf Cart permit only with the approval of the Oelwein Public Safety Chief.

Section 22-188 Violation and Penalty:

- 1. A violation of this ordinance shall be considered a simple misdemeanor subject to a fine of \$250.00. To all of the above fines shall be added the surcharge and costs pursuant to the Iowa Code and the Oelwein City Code.

Section II. All ordinances or parts of ordinances which conflict herewith are repealed.

Section III. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudge invalid or unconstitutional.

Section IV. This ordinance shall be in full force and effect from and after its passage and publication, as provided by law from and after the _____ day of _____, 2022.

Attest:

Dylan Mulfinger, City Administrator

First Reading on June 13, 2022:

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

AYES NAYS ABSENT ABSTAIN

Recorded _____, 2022.

Dylan Mulfinger, City Administrator

Weber

Garrigus

Lenz

Stewart

Seeders

Payne

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

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

Weber
Garrigus
Lenz
Stewart
Seeders
Payne

AYES NAYS ABSENT ABSTAIN

Weber
Garrigus
Lenz
Stewart
Seeders
Payne

RESOLUTION # _____

A RESOLUTION of the City Council of Oelwein, Iowa authorizing the submission of a CDBG Water/Sewer application to the Iowa Economic Development Authority

WHEREAS, the Oelwein City Council will submit a Water/Sewer Fund grant application to the Iowa Economic Development Authority in the amount of \$600,000 and

WHEREAS, the Iowa Economic Development Authority is requiring cities that provide funds for local effort pass a resolution authorizing such expenditure, pending approval of the application, and

WHEREAS, the City of Oelwein, Iowa recognizes the benefits that would result from the approval of a Water/Sewer Fund grant application.

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

1. The City supports and endorses this CDBG application; and
2. The City authorizes the expenditure of \$1,846,338
3. The City authorizes appropriate public officials to submit this application on or before July 1, 2022; and
4. The City authorizes the administration of this grant to be performed by Upper Explorerland Regional Planning Commission.

These funds will be applied to the Water/Sewer Fund grant application pending approval of the application.

Passed, approved, and adopted this 13th day of June 2022.

Brett Devore, Mayor
City of Oelwein

ATTEST:

Dylan Mulfinger, City Administrator
City of Oelwein

May 25th, 2022

To the Constituents of the City of Oelwein.

I am writing today with great interest in purchasing the property of 608 1st Ave SE. This specific property is one of the properties acquired by the City of Oelwein in the past year or so. The property, as it sets, has varies species of trees (most of which need trimmed or cut down) and overgrown grass/shrubs/saplings (in the yard and along the shed/garage). Along side the garage and in the shed/garage, there is misc. scrap items that need to be disposed of and lots of glass scattered throughout the yard. The shed/garage side door remains open and appears to be the cat, racoon, and other misc. animals' sanctuary.

I would like to make an offer on the property in hopes my husband and I can clean it up and turn it into a garden/fruit tree/flower area. We do not plan to build on this property, only fix up the current shed/garage so we can store our lawn and garden equipment. We own several items for lawn care/landscaping such as a lawn mower, a sub-compact tractor with various lawn and garden attachments, and other misc. items.

I know this will make the neighborhood look better than what it does now. My husband currently mows quite a few places on our block, so this would not be an inconvenience or a place we would let deteriorate.

Today, I am offering a check for \$1,000 to acquire the property. As I understand, there is a 30-day waiting period before possession takes place and the purchaser would be responsible for any taxes due on the property. In the meantime, while you are considering our offer, my husband would like to extend an offer to keep the yard mowed, which will be done when ours is mowed (we live across the street, to the East of the said property).

Thank you for your time and consideration.

Sincerely,



Elizabeth Cummings

101 7th Street SE

Oelwein, Iowa

50662

319-238-2378

elizabeth.cummings@hawkeyecollege.edu

nurseliz333@gmail.com

608 1st Ave SE

Item 7.



Collector	Parcel Number	District	Year	Type
Fayette, IA	000001828205011 01	082 OELWEIN OELWEIN INC	2021/2022	Real Estate

Last Updated 5/25/2022

Owner	Owner Address	Property Address
Oelwein, City Of	City Hall 20 2nd Ave. SW Oelwein , IA 50662-	608 1ST AVE. SE OELWEIN, IA Assessment Information

Legal Description
 LOT 11 & S 1/2 LOT 10 BLK 2 HOLROYDS ADD
 Assessed Value
 24,370.00

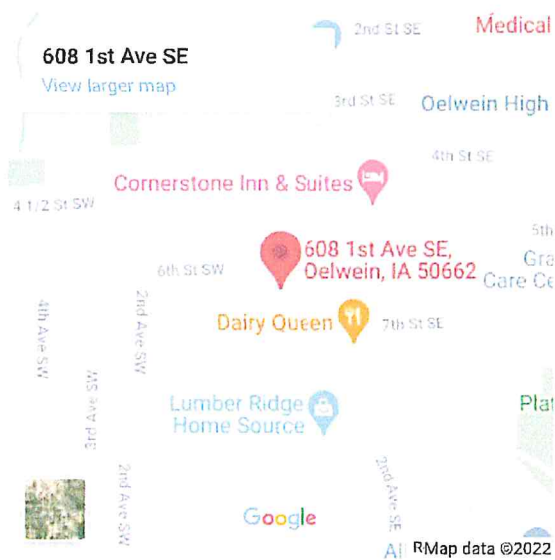
First Installment
 Base Due 269.00 Interest Begins 10/01/2021
 Net 269.00
 Payment 269.00 Paid on 9/28/2021
 Total Due 0.00

Second Installment
 Base Due 269.00 Interest Begins 04/01/2022
 Net 269.00
 Payment 269.00 Paid on 4/11/2022
 Total Due 0.00

Totals
 Base Due 538.00
 Net 538.00
 Payment 538.00
 Total Due 0.00

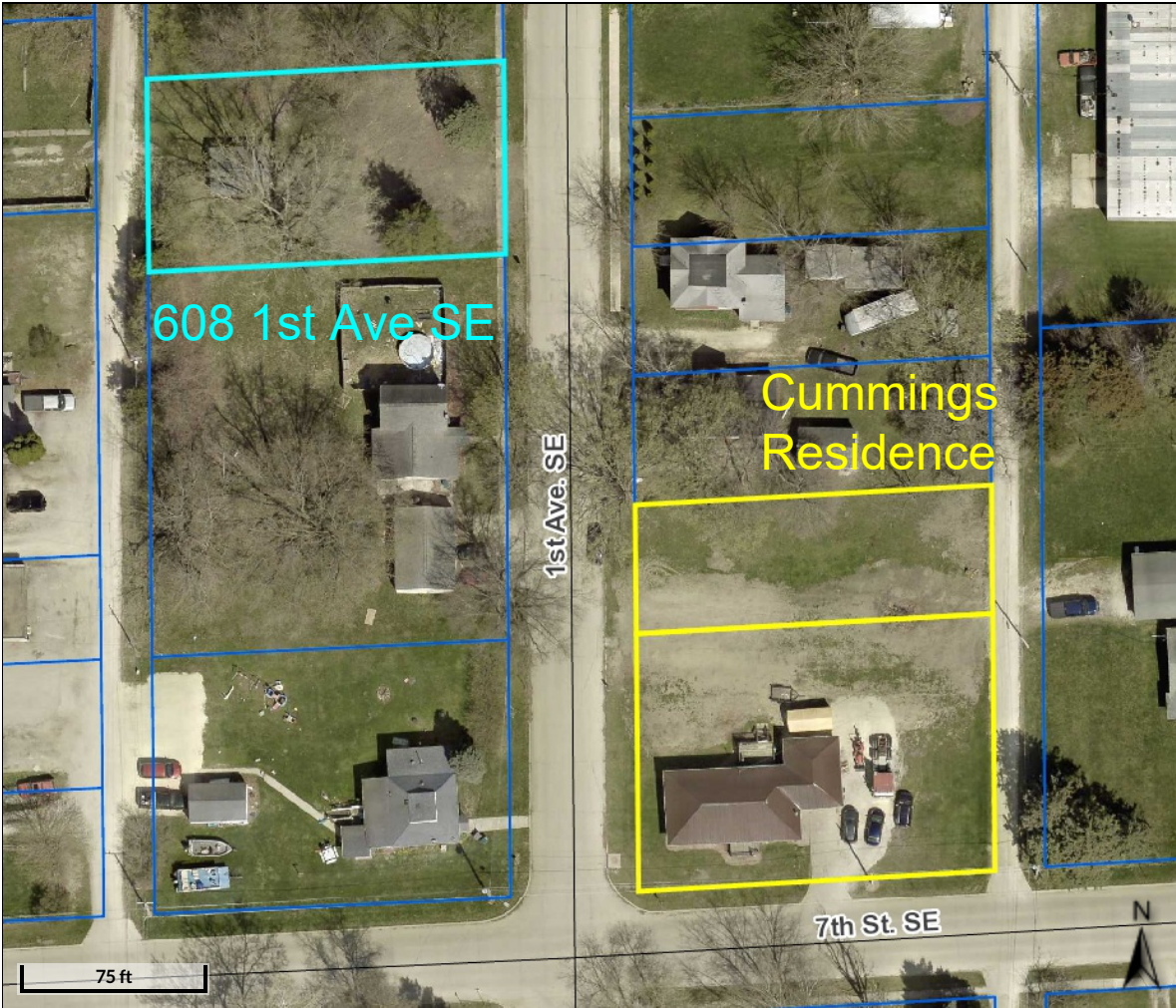
Web Payments
 John St John Sr 224.00 Paid on 10/1/2018

*Cooks like taxes
 properly & have been paid
 & are up-to-date*

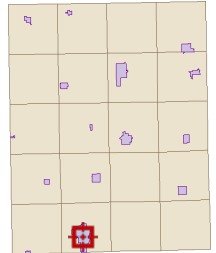


[Larger Map](#)

608 1st Ave SE



Overview



Legend

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

Parcel ID	1828205011	Alternate ID	n/a	Owner Address	Oelwein, City Of
Sec/Twp/Rng	28-91-9	Class	R		City Hall 20 2nd Ave. SW
Property Address	608 1ST AVE. SE	Acreage	n/a		Oelwein, IA 50662-
	OELWEIN				
District	OELWEIN OELWEIN INC				
Brief Tax Description	LOT 11 & S 1/2 LOT 10 BLK 2 HOLROYDS ADD				
	(Note: Not to be used on legal documents)				

Disclaimer: Fayette County, the Fayette County Assessor and their employees make every effort to produce and publish the most current and accurate information possible. The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. See the recorded documents for more detailed legal information. Data is provided in "as is" condition. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Fayette County and its employees assume no responsibility for the consequences of inappropriate uses or interpretations of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified. If you have questions about this site please contact the Assessor's Office at (563) 422-3397.

Date created: 6/7/2022
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Developed by 

RESOLUTION NO. _____

RESOLUTION DIRECTING THE SALE OF THE CITY’S INTEREST IN 608 1st Ave SE IN OELWEIN, FAYETTE COUNTY, IOWA

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

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

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

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

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

516 1st Avenue NW, Oelwein, Iowa, legally described as Lot 11 and South ½ Lot, Block 23, Holroyds Addition to Oelwein, Fayette County, Iowa.

To: Elizabeth Cummings

For the sum of \$1,000.00, pursuant to the terms of the attached Offer to Buy and by this reference incorporated herein, with said property owner being solely responsible for the recording of the documents necessary to effectuate said transfer.

Section 2. The City Administrator shall co-sign such contracts and deeds. The Deed shall be delivered thirty days after the date of this Resolution, unless an appeal on this action has been made to District Court. Action on this Resolution shall be final upon the purchaser of the Deed giving evidence to the Clerk that the Deed has been recorded, and such facts to be noted on the official record of this Resolution.

Section 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, Iowa, this 13 day of June, 2022.

Brett DeVore, Mayor

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

Attest:

Dylan Mulfinger, City Administrator

Recorded June 13, 2022.

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

City Administrator

To the Mayor and Council,

Hello, The Oelwein Fire Department Waterball committee would like to request the closure of 100 block of North Frederick. The date of the closure would be Saturday, August 20th, 2022. This would be from the corner of 1st Street and North Frederick Ave to south of 2nd Street N.W. This closure would be between 10:00AM to about 4:00PM. The committee request the use of 10 barricades to close the street and would also like to post temporary NO PARKING signs the night before. This event usually brings in around 40 people from surrounding towns, plus draws a crowd from local residents. We annually pick the 3rd weekend in August to do this event to help support the local heritage days celebration. We have been hosting this event since 2017 in Oelwein and hope to be able to continue to do so.

We thank you for your consideration,

Captain Matt Derifield

Oelwein Fire Department Waterball Committee Chair.

319-238-0389 cell

Mattff113@gmail.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PUBLIC WAYS OR GROUNDS FOR OELWEIN FIRE DEPARTMENT TRAINING

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

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

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

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

Event	Location of Street Closures	Date & Time
Waterball	corner of 1st Street and North Frederick Ave to south of 2nd Street N.W	10:00 AM – 4:00 PM Saturday, August 20, 2022

Oelwein Fire Department organizers are authorized to temporarily close the aforementioned requested streets.

Passed and Approved this 13th day of June, 2022.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded June 14, 2022.

City Administrator

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

AYES NAYS ABSENT ABSTAIN

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



To: Honorable Mayor & Oelwein City Council
From: Public Works Superintendent Vic Kane

CC: Dylan Mulfinger, City Administrator

Reference: June 2022 Sealcoat project

Date: 06/08/2022

Greetings:

I was asked about the timing of acquiring quotes for this project. With such a large project we took time to develop criteria for a project handout. Through a past experience, we waited to assess the spring freeze thaw damage in April before seeking quotes. Talking to the contractor most cities seek pricing in April. So, our goal date was good and one we will look to meet with the next project. The current economy has impacted timing for optimum pricing theories. Due to things like pricing volatility, lack of product and contractor availability depending on the project. In this case with the project size and current costs we received a good price.

The following quotes for the street portion are based on an estimate of 112,799 Sq yard with 300-ton of patch. Black top Services at \$290,742.00 and Prairie Road Builders at \$334,604.00.

There quote comes in \$9,258.00 under the \$300,000 approved. The pricing includes all proposed areas being contractor prepared. This will give us a better product then the city prepping these areas. They will use a hot mix asphalt scrapped over the road surface. It will restore road center crown while addressing road edge thickness and straightness. We recommend the hire of Black Top Services.

I would like to point out that Herb put together this sealcoat project. He has done an excellent job as he did with the road inventory survey earlier in the year.

Regards,
Vic Kane

From the Desk of
Public Works Superintendent Victor Kane

Seal Coat Improvements -City of Oelwein

Date: 5/26/2022

Oelwein, Iowa

The extent of the work involved includes 2 projects as follows to be priced separately:

- a. *1st project includes approximately: 112,799 sq yards of road surface for seal coat for the Public Works Department. Please price with option for contractor to complete all prep work at City request. Contact is the City of Oelwein Public Works Department 319-283-1197*
- b. *2nd project includes sealcoat of surfaces as specified in hand outs from the Oelwein Parks & Cemetery Department. Please price with option for contractor to complete all prep work at City request. Contact is Joshua Johnson 319-283-0544*

Contractors wishing to work within the City of Oelwein limits are required to present a Surety (license/Permit) Bond for a minimum of \$10,000 listing the City of Oelwein as the Obligee. The bond shall expire annually on Dec. 31st. The City of Oelwein requires submittal of a valid 'State of Iowa' Contractor's license number. The contractor shall adhere to the requirements spelled out in the Oelwein Contractor Insurance Requirements document. The City of Oelwein reserves the right to reject bids or request modification to quantities and limits of the project.

The method of construction shall be by contract in accordance with the Contract Documents for said improvements approved by the City of Oelwein City Council. Payment to the Contractor for said construction will be made in cash. The Contractor will be paid each month Ninety-five percent (95%) of the Contractor's estimate of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner. The work under the proposed contract shall commence within thirty (30) days of the "Notice to proceed." Sealcoat application shall be completed within 90 days after Notice to proceed has been issued.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor. Iowa law provides that on public improvements a resident contractor shall be allowed preference as against a nonresident from a state or foreign country which gives or requires a preference to contractors from that state or foreign country. The preference so allowed shall be equivalent to the preference given or required by the state or foreign country in which the nonresident contractor is a resident.

Except where specifically called out in these documents the contractor will follow specifications of IA DOT Section 2307. Bituminous Seal Coat. For clarification in the DOT documents where engineer is mentioned it shall mean City personnel.

Mobilization

Mobilization shall consist of preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, bonds, and insurance. This item shall include demobilization costs and all work required for phasing of construction that is not called out for the measurement and payment under the items of work.

Traffic Control

The unit price shall be full compensation for furnishing and maintaining all materials, labor, and equipment necessary to control traffic for the duration of the project. Includes furnishing, installing, maintaining, moving, relocating, and removing all traffic control devices including barricades, delineators, reflectors, drums, lights, standard, signs, uniformed

officers, flaggers, pilot cars, temporary pavement markings, and safety fence. Traffic control shall comply with the current edition of Manual of Uniform Traffic Control Devices (MUTCD) with any supplements and plan details. Contractor shall notify the City of Oelwein 48 hours prior to any street closure. The Contractor is responsible for notifying property owners of any extended street closure.

Bituminous seal coat, single pass, 3/8" cover aggregate --- BMC Morgan Quarry by Dewar Iowa

The city requires the use of aggregate from the BMC Morgan Quarry by Dewar Iowa. This item shall include all equipment, labor, and materials necessary for preparation and placing of Bituminous Seal Coat as indicated on the contract. Cover aggregate material shall be 3/8-inch per contract. The Bituminous material shall be MC-800 or MC 3000. Work includes either a single or a double seal pass as noted. Contractor will follow Iowa DOT specs Section 2307 Bituminous Seal Coat. Contractor shall coordinate with the City of Oelwein to confirm the seal coat placement limits. Any overrun shall be approved by the City proper to completion.

Cold Patch Pavement

This item shall include all equipment, labor, and materials necessary for placing and compaction of HMA cold patch per DOT spec. Contractor shall coordinate with the City of Oelwein to confirm patch locations and depth. Any overrun shall be approved by the City proper to completion. The patching will be paid by a per ton quantity. Contractor shall produce scale tickets. Contractor is not required to sawcut patch areas. Incidental to this item is the removal and off-site disposal of removed materials.

Exploratory Digging

Contractor is responsible to investigate potential conflicts with public and private buried facilities prior to constructions. All conflicts shall be reported to Contractor prior to trenchless construction. Any required modifications to the horizontal or vertical alignment due to utility conflicts shall be rectified by the Contractor at their expense.

Construction Plan notes

Required: Warning signs, night lights, and other safeguards desirable or required, and shall comply with all federal, state, and municipal safety requirements. The contractor shall be solely and exclusively responsible for the design, construction, inspection, and continual maintenance of such facilities at all times. The contractor shall be responsible for protecting the work and stored materials until completion and acceptance of the work by the owner. It shall be the sole and exclusive responsibility of the contractor to provide a safe place to work for all laborers and mechanics and other persons employed on or in connection with the project, and nothing in these contract documents shall be construed to give any of such responsibility to the owner or the contractor.

Work to be completed prior to construction:

1. Joint utility locate meeting. Contractor shall set up a one-call meeting.
2. All required documentation submitted to and approved by the City.

General notes

1. 48 hrs. prior (excluding holidays & weekends) to construction, contractor shall provide notice of start to the following:

- a. City of Oelwein public Works 319-283-1197
2. Prior to any work at the site, contractor shall examine any detailed plans, applicable drawings, and quantities available from the owner and consult the owner's personnel and company representatives. No compensation will be allowed for damage from failure to comply with this requirement.
 3. The contractor shall submit to the owner a schedule for performance of work items. This schedule shall be provided by the contractor at the project preconstruction conference. No work shall begin until a schedule has been submitted and accepted. The contractor shall then perform work to conform to the accepted schedule.
 4. The contractor is liable for all damages to public or private property caused by their construction activities.
 5. All work shall be in Accordance with the OSHA codes and standards. Nothing indicated on the drawings shall relieve the contractor from complying with any appropriate safety regulations.
 6. The City of Oelwein shall not be liable for any injuries that happen on site.
 7. Dispose of all excess materials and trash in accordance with federal, state, and local requirements. Provide waste areas or disposal sites for excess materials not desirable for incorporating into the project.
 8. Laboratory tests shall be performed by the contractor unless otherwise noted. The contractor shall provide samples of material required for laboratory tests and testing in accordance with the Urban Standard Specifications for Public Improvements.
 9. Temporary storage of construction materials and equipment in the right of way is allowed. Contractor shall not block driveways. Two-way access on local roads shall be provided. Contractor shall provide traffic control around all stored materials
 10. The Contractor is required to take due precautionary measures to protect the utilities or structures at the site. It shall be the contractor's responsibility to notify the owners of the utilities or structures concerns before starting work. The contractor shall notify the proper utility immediately upon breaking or damage to any utility line or appurtenance, or the interruption of their service. If existing utility lines are encountered that conflict in location with the new construction the contractor shall notify the engineer so that the conflict may be resolved.
 11. The contractor is responsible for replacing any areas of pavement not to be removed that is damaged due to operating equipment on the pavement.
 12. The contractor may be required to place temporary warning devices and safety fence at certain locations where replacement features are not installed the same day.
 13. In the event of a discrepancy between detailed plans and quantities, the detailed plans shall govern.
 14. Contractor shall keep the premises free from accumulations of waste materials and rubbish at all times. Contractor shall provide adequate trash receptacles about the work site, promptly empty containers when filled, and properly dispose of waste materials at his expense. Wastes shall not be buried or burned on the site or disposed of in storm drains, sewer, streams, or waterways.
 15. Estimated costs for hot or cold patch is based 300/ton.
 16. City will assist in sweeping the area in preparation for sealcoat work.
 17. Project has an estimated finish date of September 15, 2022.
 18. Quotes are due to Oelwein City Hall by June 7, 2022 @ 1:00PM.

Traffic Control Notes

1. All traffic control shall be in accordance with the latest edition of the manual on uniform traffic control devices (MUTCD).
2. Permanent signing that conveys a message contrary to the message of temporary signing and not applicable to the working conditions shall be covered by the contractor when directed by the City.
3. The contractor shall coordinate their traffic control with other construction projects in the area.
4. The contractor is cautioned neither to obstruct nor remove any existing pavement, nor to disturb the existing traffic patterns more than is necessary for the proper execution of the work.
5. Contractor shall notify the City of Oelwein 48 hours prior to any street closure. The contractor is responsible for notifying property owners of the street closure. All street closures shall be open to local traffic from 5:00 PM until 8 AM. Unless approved by the City.

Schedule

Item 9.

If a progress meeting is required the contractor, owner, and all subcontractors active on the site shall be represented at each meeting. Contractor may at his discretion or at the request of the owner have representatives of suppliers, manufacturers, and other subcontractors attend meetings.

Testing & Layout notes

1. All testing shall be incidental and be performed by the contractor.
2. All construction staking shall be incidental and be performed by the contractor.

Land for construction purposes & site access

1. Contractor will be permitted to use available land belonging to or leased by the owner, on or near the site of work, for construction purposes and for the storage of materials and equipment. The location and extent of the areas available to the contractor shall be coordinated with the City of Oelwein. Any additional right-of-way desired by the contractor shall be acquired at his expense, and the contractor shall hold harmless the owner from claims for damages made by the owners of such additional right-of-way.
2. Site access shall be from public right of way.



City of Oelwein
 20 Second Avenue SW
 Oelwein, Iowa 50662
 Phone (319) 283 5440

Oelwein Contractor Insurance Requirements

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from the Contractor's operations under the contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Contractor shall be written as follows:

1. **Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below;

Iowa Benefits	Statutory
Employers Liability	
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee

The Workers Compensation policy shall include a waiver of subrogation clause in favor of the owner.

2. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 100,000
Medical Damage Limit (any one person)	\$ 5,000

3. This insurance must include the following features:
 - a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate per Project Endorsement.
 - b. Personal and Advertising Injury
 - c. Operations by independent contractors.
 - d. Contractual Liability coverage
 - e. Coverage for property damage underground or damage by explosion or collapse (XCU).
4. **Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.

5. **Umbrella/Excess Liability Insurance** at city or utility option, the limits specified may be satisfied with a combination of Primary and Umbrella/Excess Insurance. Usually equal to the city or utility limits.
6. **Additional Insured** the Contractor will include the City or Utility as additional Insured on all policies except Workers' Compensation as respects all work performed.
7. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the City or Utility. These insurance policies shall not be cancelled without at least 30 days prior written notice to the City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this lease.
8. **Government Immunity** The following clauses will be added to all liability coverages:
 - f. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - g. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
9. **Subrogation**, To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The forgoing release and waiver shall apply to damage to contractor's equipment, tools and other personal property as well as automobiles.

2307.01 DESCRIPTION.

One or more applications of binder bitumen with one or more successive applications of cover aggregate.

2307.02 MATERIALS.

Use materials meeting the following requirements:

A. Aggregates.

1. Use cover aggregate meeting requirements of [Section 4125](#) for the size designated. Unless designated otherwise, use sand for shoulders and winter seals, and use the 1/2 inch size crushed aggregate for other work. On Primary projects, when 1/2 inch size cover aggregate is specified, use crushed stone or crushed gravel.
2. For each contract, each load of each size of aggregate is to be similar in type and gradation. Source changes require the Engineer's approval.
3. For Primary projects, furnish the aggregate size designated in the contract. Do not use the 1/2 inch size when the 3/8 inch size is designated.

B. Bituminous Material.

Meet the requirements of [Section 4140](#) or [4138](#).

1. **Emulsified Asphalt.**
Unless specified otherwise in the contract documents, use binder bitumen meeting the requirements for CRS-2P as specified in [Section 4140](#).
2. **Cutback Asphalt.**
Furnish cutback asphalt with an approved anti-stripping additive as described in [Article 4138.01](#).
3. **Asphalt Emulsion for Dust Control.**
Use grade CSS-1, CSS-1H, or SS-1H as specified in [Section 4140](#). Dilute with water prior to application. Use an initial dilution rate of seven parts water to one part emulsion.

2307.03 CONSTRUCTION.**A. Equipment.**

Use equipment meeting requirements of [Section 2001](#) and the following:

1. **Aggregate Spreaders.**
 - a. Apply [Article 2001.13. B](#), except that, when provided in the contract documents, an aggregate spreader meeting requirements of [Article 2001.13. A](#), may be used.
 - b. Equip aggregate spreaders described in [Article 2001.13. B](#), with a scalper or segregator screen (provided by the manufacturer) mounted below the feeder roll. Use scalper screen opening sizes recommended by the spreader manufacturer. When adjusted to the proper angle, the coarse fraction of the aggregate is placed first. Afterwards, the fine fraction is dropped through the screen on top of the larger particles. Adjust the screen angle as necessary on the project. Use of this screen is required.
2. **Equipment for Distributing Bitumen.**
 - a. Apply [Article 2001.12](#).
 - b. When emulsion binder bitumen is used, use a distributor spray bar equipped with nozzles (furnished by the distributor manufacturer) which are specifically designed to apply emulsion. Before the work is started, provide the Engineer with a written statement indicating the size or part number of the nozzles recommended, and certifying that these nozzles are installed on the distributor.
3. **Brooms.**
 - a. Apply [Article 2001.14](#).
 - b. When using a power broom to remove loose aggregate from a newly seal coated surface, ensure that it is capable of exerting uniform down pressure (for the full width of the broom and without vibration or bounce) sufficient to remove loose aggregate without dislodging particles which are stuck in the binder bitumen.
4. **Heating Equipment.**
Apply [Article 2001.11](#).
5. **Rollers.**
 - a. Use self propelled, pneumatic tired rollers meeting the requirements of [Article 2001.05. C](#), to embed the cover aggregate.
 - b. One pneumatic tired roller will be required for work involving sand cover aggregate.
 - c. A minimum of two pneumatic tired rollers will be required for work involving other cover aggregate.

6. Weighing Equipment.
Apply Article 2001.07.

B. Bituminous Seal Coat Construction.

The rates of application for binder bitumen and cover aggregate shown in the contract documents or specified herein are approximate. These rates may be varied as found desirable on the basis of laboratory or field tests.

1. Surface Preparation.

- a. Immediately before bitumen is applied, clean the entire surface to be treated, as well as the adjacent gutters, of all foreign material, including dust.
- b. Blade, clean, and perform incidental work required to produce a clean surface. If the power broom fails to remove dust from depressions and pockets, use hand brooms.
- c. In rural areas, blade or sweep material removed from the road surface off the road surface. In cities and towns, remove the material according to Article 1104.08. This material becomes the property of the Contractor.
- d. Priming, if required, will be specified in the contract documents.

2. Heating Bituminous Materials.

- a. Heat bituminous materials to a temperature which will permit uniform spreading. Temperatures between the limits in Table 2307.03-1 should produce the desired viscosity:

Table 2307.03-1: Bituminous Material Temperatures

Designation	Temperature °F
CRS-1 and 2 and CRS-2P	150-185
MC-800	175-255
MC-3000	215-290
MC-70	145-165
Some temperatures listed may be above the flash point of the material. Use extreme caution when handling to reduce fire hazard.	

- b. Material which has been damaged by overheating will be rejected.

3. Spreading Bituminous Material.

a. General.

- 1) Before spreading bituminous material, ensure the distributor:
 - Complies with recommendations of the manufacturer as to nozzle size, nozzle angle with the axis of the spray bar, and spray bar or nozzle height above the road surface.
 - Has been tested to assure uniform bitumen distribution on the road surface at the specified rate.
- 2) Minimize longitudinal overlap of adjacent bitumen applications. Spread between 95% and 105% of the bituminous material the Engineer prescribes. Correct the rate of application for temperature to deliver the desired volume at 60°F.
- 3) Use a suitable covering to protect the items below from being soiled by bitumen. Leave the protective covering in place until the bitumen has set and no splashing occurs under traffic.
 - Curbs and handrails of bridges.
 - Guardrails.
 - Headwalls of culverts.
 - Pavements.
 - Curbs and gutters.
 - Utility accesses.
 - Intakes.
 - Water and gas valves.
 - Railroad flangeways.
 - Other installations requiring protection.
- 4) Place suitable covering, as required, to prevent cover aggregate from entering intakes or other similar structures during placement and while brooming excess cover aggregate.
- 5) Preserve the integrity of areas with rumble strip panels. This may include (at the Contractor's option and subject to the Engineer's approval):
 - Placing a suitable covering over rumble strip panels which prevents filling with bituminous seal coat, or
 - Using hand labor to restore uncovered rumble strip panels.

b. Binder.

- 1) Sweep the surface clean of loose aggregate and foreign material which may prevent adhesion of the binder to the surface on which it is applied. This applies to fillets at intersecting roads and drives only when specified.
- 2) Apply binder bitumen to the surface (including fillets at intersecting roads and drives when specified) at the rates and in the manner the Engineer specifies or designates.
- 3) When traffic must be maintained through the work while construction is in progress and the width is 24 feet or less, place the bituminous seal coat in two passes. For the first course, spread the bitumen for the first lane

approximately 12 inches wider than one-half of the width of the pavement to be surfaced. For other courses, spread the bitumen for each lane approximately one-half the width of the pavement to be surfaced.

- 4) Progress in the direction from which aggregate is to be hauled to the spreader. Complete one side for one day's run before the seal coat is applied on the adjacent lane. Auxiliary lanes may be done on the same day. One side may be completed for the full length of a short project before the seal coat is applied to the other side. It is the intention that the maximum length of road with new seal coat on only one side would be limited to approximately 6 miles. This length may be increased with the Engineer's approval.
- 5) Limit the length of any spread to that which can be covered with aggregate and rolling completed within 30 minutes. Limit the distance between the bitumen distributor and the aggregate spreader to 150 feet. Maintain initial roller coverage as close to the aggregate spreader as possible, not to exceed 200 feet.
- 6) In any case where emulsion is used, cover the binder bitumen with aggregate and initially roll within 2 minutes after the bitumen has been spread. When the 2 minute requirement for emulsion or the 30 minute requirement for all work is not met, the work may be considered not in reasonably close conformity according to [Article 1105.04](#).
- 7) Apply bitumen for winter seals with limitations the Engineer deems appropriate. Apply other binder bitumen only when the road surface is free of moisture and has a temperature no less than 60°F. When the environment places a portion of the pavement in shade, use a shaded area to determine road surface temperature.

c. Joints.

- 1) Secure binder bitumen distribution at the specified rate of application using paper placed at the start of each distributor run. Use commercial grade building paper that is approved by the Engineer and is no less than 36 inches wide.
- 2) When the end of the run joins newly placed seal coat, place paper at that joint also. Cut the joint straight along the off edge of the paper. Remove the seal coat material on the paper adjacent to the off edge from the roadbed surface. Ensure a smooth ride is obtained.

4. Spreading Cover Aggregate.

a. General.

- 1) Use specified mechanical spreaders to spread cover aggregate on the freshly applied bitumen. Avoid spillage or piling of aggregate. Correct spillage or piling using manual methods before rollers cover the area. Do not use the ballast in rollers for spreading aggregate. Vehicles other than those required to deliver aggregate to the spreader will not be permitted to pass over the treated area of the roadbed until after the aggregate has been spread and rolled.
- 2) Fillet surfacing at intersecting roads and drives may be placed subsequent to that on the roadbed itself, but shall promptly follow binder bitumen spreading.

b. Moisture.

At the time of spreading, ensure the surfaces of the cover aggregate are damp, but with no free water. This will be determined by visual inspection.

5. Rolling.

- a. After the aggregate has been spread, promptly roll to secure early aggregate embedment in the bitumen. Complete rolling no later than 30 minutes after the bitumen is spread.
- b. Do not apply succeeding applications of binder bitumen until the most recent one applied as been covered with aggregate and all rolling operations completed.
- c. Satisfactory embedment usually will be secured by one roller coverage of sand cover and five roller coverages of other cover aggregate. One roller coverage is interpreted as the number of passes of the roller required to ensure that the entire area has been touched at least once by the entire roller.
- d. Operate rollers at a speed of no more than 5 mph.

6. One Course Seal Coats.

In addition to requirements of [Articles 2307.03. B. 4](#) and [4](#), apply the following:

a. Spreading Binder Bitumen.

Apply bitumen to the prepared base or surface at the rate the Engineer designates, usually within the ranges of Table 2307.03-2:

Table 2307.03-2: Bitumen Spreading Rates

Aggregate Size	Spreading Rate Gal. per Sq. Yds.	Basic Rate-J Gal. per Sq. Yds.
Sand	0.15-0.20	0.15
3/8 inch	0.25 - 0.35	0.30
1/2 inch	0.35 - 0.45	0.40

(a) The basic rate will be used for design purposes.

b. Spreading Cover Aggregates.

- 1) Uniformly spread cover aggregate of the size specified, over the treated area promptly after the spread of bitumen has been completed on any section.
- 2) Unless otherwise specified, use a rate of 10 pounds per square yard for shoulders, 15 pounds per square yard for winter seals, and 30 pounds per square yard for other applications.

- 3) When bituminous seal coat is placed on two lanes, spread the aggregate for the first lane to a width of the roadway to be treated.

7. Two Course Seal Coats.

In addition to requirements of [Articles 2307.03, B, 4](#) and [g.](#), apply the following:

a. First Course Construction.

1) Spreading Binder Bitumen.

Apply bitumen to the prepared base of surface at the rate of 0.35 gallon per square yard.

2) Spreading Cover Aggregate.

a) Uniformly spread cover aggregate of the size specified over the treated area at the rate of 30 pounds per square yard promptly after spreading bitumen on any section.

b) When bituminous seal coat is placed in each lane separately, spread the aggregate for the first lane to a width of 12 inches greater than 50% of the width of the lane to be surfaced.

c) When the full width is surfaced integrally, spread the aggregate to a width such that the junction of the two aggregate spreads is offset 12 inches from the center of the full width surface.

b. Second Course Construction.

1) Preparation of Roadbed.

a) After completing the first course, prepare roadbed for the second course by either:

- A vacuum machine, or

- By lightly brooming the full surfaced width with the power broom to remove loose material.

b) After cleaning, roll the entire surface once with the steel roller.

c) Complete the preparation of the roadbed in sections just prior to application of bitumen for the second course.

2) Spreading Binder Bitumen.

Spread bitumen on the prepared surface at the rate of 0.30 gallon per square yard.

3) Spreading Cover Aggregate.

a) Spread cover aggregate of the size specified over the treated area at the rate of 25 pounds per square yard promptly after spreading bitumen on any section of roadbed.

b) For two lane roadways, place the two aggregate spreads so the seam between the two spreads is near the centerline.

8. Maintenance During Construction Period.

a. If bleeding occurs during construction, the Engineer may order additional aggregate placed at the contract unit price for cover aggregate. Additional compensation will not be allowed for incidental rolling.

b. On Primary projects and where specified on other projects, gently sweep the surface free of loose cover aggregate using a rotary broom. Perform this sweeping early the next morning while the bituminous binder is hard and stuck particles will not be disturbed. Other means of removing the loose particles, such as vacuum machines or air blast, may be used with the Engineer's approval.

c. In areas with curb and gutter sections or storm sewer intakes, in addition to sweeping the surface, collect loose particles and haul them off the project. The Engineer may also designate that loose particles be hauled off the project in additional areas within municipal corporate limits, such as entrances or shallow drainage ditch locations.

d. The Engineer may require additional sweeping to remove loose cover aggregate from the surface throughout the project duration.

e. When the contract includes an item for asphalt emulsion for dust control, apply the dust control following the removal of loose particles and before other work continues, according to [Article 2307.03, B, 9.](#)

9. Dust Control Treatment.

a. On Primary Road projects where limestone or crushed gravel cover aggregate is used, apply diluted asphalt emulsion to the completed bituminous seal coat surface to control dust. Uniformly spread diluted asphalt emulsion at the initial rate of 0.12 gallon per square yard.

b. On non-Primary Road projects, apply dust control as specified in the contract documents.

c. Apply dust control following the removal of particles and before other work continues. Apply dust control within 24 hours after bituminous seal coat placement unless directed otherwise by the Engineer.

d. Broom off loose material and apply dust control on the calendar day following placement of bituminous seal coat.

10. Traffic Control.

a. When the road is not closed for construction, maintain normal traffic on the project. No detour will be provided. Do not delay traffic unnecessarily. Refer to the contract documents for traffic maintenance during work on shoulders of multilane pavements.

b. Traffic control setups which cause unnecessary stopping or turning movements generally will not be allowed.

c. Unless otherwise stated in the contract documents, furnish the signs and mounting devices, including posts.

d. Furnish and install the signs as follows:

1) "NO PAVEMENT MARKINGS NEXT_ MILES" signs.

Place at each end of the area where pavement markings have been obliterated, on each side of towns, and on each side of all intersections with Primary and Secondary Roads.

2) "LOOSE STONE - REDUCE SPEED" signs.

Place, along with a 35 mph advisory speed plate, approximately 500 feet in advance of the "No Pavement Markings" signs.

3) "DO NOT PASS" signs.

Place on the right-hand side of the road at the beginning of each no-passing zone.

4) **"PASS WITH CARE" signs.**

Place on the right hand side of the road at the end of each no-passing zone.

e. Mount signs on posts.

f. The Contracting Authority will place new pavement markings and remove the signs when the project is complete.

g. Provisions for handling other traffic are as follows:

- 1) Direct traffic through restricted portions of the project using pilot cars described in [Article 2528.03, D](#). Furnish pilot cars and pilot car signs.
- 2) Station one flagger immediately ahead of the application of the bitumen, one immediately behind the bitumen, and one immediately behind the section being rolled. Display suitable warning, speed limit, and fresh oil signs. Move the signs forward with the flagger as the work progresses.
- 3) After the bituminous seal coat has been spread, smoothed, rolled, and cured for a minimum of 2 hours, the road may be open to traffic.
- 4) In some areas it is more practical to place the bituminous seal coat in short sections and to allow traffic to use the completed bituminous seal coat immediately after the surface treatment has been completed. In these areas, control traffic on the newly placed bituminous seal coat to a speed of no more than 25 mph for a minimum of 2 hours. The Engineer will specifically authorize such areas. The Engineer may extend the minimum 2 hour period due to low temperature and visually observed damage to the bituminous seal coat under traffic or when turning movements may damage the bituminous seal coat. (The intent of traffic modifications is to not allow traffic on completed bituminous seal coat sections until satisfactorily cured. This requires a minimum of 2 hours, depending on climatic conditions.)

11. Limitations.

- a. The Engineer may prohibit construction if the weather is unfavorable for the embedment of cover aggregate in the binder bitumen as specified in [Article 2307.03, B, 3](#).
- b. Limit the area on which binder is spread to that which can be covered with aggregate, and the rolling completed, within daylight hours of the same working day. When traffic is being carried through the work, keep the entire roadbed free of construction equipment, according to [Article 1107.08](#).
- c. Except for winter seals, do not apply seal coats after September 1 on Primary projects or after September 15 on other projects. When the entire project cannot be completed by the specified cutoff date, do not complete placement on one side only for the full length of the project. Instead, complete both sides to the same location by the specified cutoff date.
- d. When this contract includes pavement marking, complete traffic line construction within 72 hours after the seal coat has been completed to the full width at that location, weather permitting.
- e. When dust control treatment is required, allow it to cure prior to allowing traffic on the roadway.

12. Surfacing Intersecting Roads, Driveways, and Turnouts.

- a. Use seal coat applied at the same rate provided for the roadway to cover the area of any fillets of base courses constructed at driveways to farmsteads and commercial establishments, unless otherwise specified in the contract documents.
- b. Surface remaining areas within the right-of-way on earth or gravel surfaced approach roads and driveways and turnouts for mail boxes according to [Section 2315](#). These areas will be measured and paid for according to [Section 2315](#).

C. Finishing and Opening to Traffic.

Restore to an acceptable condition any portion of the roadway disturbed by operations related to bituminous seal coating. After the bituminous seal coat has been spread, smoothed, rolled, and cured as specified in [Article 2307.03, B](#), the road may be opened to traffic.

2307.04 METHOD OF MEASUREMENT.

Unless otherwise provided, winter seal will not be measured for payment. Measurement for the quantities of the various classes of other work involved in bituminous seal coat, satisfactorily constructed, will be as follows:

A. Aggregate.

Tons, except as provided in this specification, from the net weight of individual loads weighed on scales furnished by the Contractor, according to [Article 2001.07](#). Includes fillets at intersecting roads, drives, and turnouts. At locations where the quantity of aggregate required for a single section of road is less than 300 tons, volume measurement will be permitted.

B. Binder Bitumen.

Gallons computed from field measurements of distributors or from tank cars or transport trucks as provided in [Article 4100.03](#). Includes bitumen for fillets at intersecting roads, drives, and turnouts. When quantities computed from field measurements check within 1.0% of the billed gallons, payment will be based on billed gallons. When quantities computed from field measurements differ from billed gallons by more than 1.0%, payment will be based on the quantity from field measurements. From these quantities, any amount used by the Contractor as fuel, left in cars, or otherwise not delivered to the road surface will be deducted. The Engineer will advise the Contractor promptly, in writing, of the quantities deducted.

C. Driveway Surfacing Material.

Computed as and provided in [Section 2315](#), for granular surfacing placed at intersecting roads, drives, and turnouts. Excavation required for placing this surfacing is considered incidental to the work and will not be measured for payment.

D. Asphalt Emulsion for Dust Control.

Undiluted asphalt emulsion measured as provided in [Article 2307.04, 8](#).

E. Traffic Control.

[Article 2528.04](#) applies.

2307.05 BASIS OF PAYMENT.

For the various items of work involved in bituminous seal coat, measured as provided above, payment will be the contract unit price as described below. Payment for additional rolling the Engineer requires will be according to [Article 1109.03. B](#).

A. Aggregate.

1. Per ton for the number of tons of roadway cover aggregate placed in accepted portions of the work.
2. Payment for roadway cover aggregate is full compensation for furnishing, delivering, and spreading the aggregate, for all brooming, rolling, final cleanup, and incidental work necessary to complete the project and not paid for as other items.

8. Binder Bitumen.

Per gallon for the quantity of binder bitumen spread on accepted portions of the road and the quantity used in making trial runs for adjustment of distributors.

C. Driveway Surfacing Material.

As provided in [Section 2315](#) for the quantity of granular surfacing placed at intersecting roads, drives, and turnouts.

D. Asphalt Emulsion for Dust Control.

1. Per gallon for the number of gallons placed.
2. Payment is full compensation for sweeping, furnishing, mixing with water and applying the asphalt emulsion, and curing of the dust control material.

E. Traffic Control.

[Article 2528.05](#) applies.

Proposed Seal Coat List 2022

- 1st Ave NE 2nd Street to 9th Street 10,050 Sq Yards single seal
- 2nd Street NW 10th Ave to 13th Ave 2,360 Sq Yards double seal
- 2nd Street SW 10th Ave to 13th Ave 2,400 Sq Yards double seal
- 2nd Street SW 10th Ave to 6th Ave 3,200 Sq Yards single seal
- 12th Ave NW West Charles to 2nd Street NW 2,044 Sq Yards single seal
- 7th Street NE North Fredrick to 4th Ave NE 3,820 Sq Yards single seal
- 9th Street NE North Fredrick to 7th Ave NE 5,100 Sq Yards single seal
- 4th Ave NE 6th Street to 9th Street 3,111 Sq Yards single seal
- 8th Street SW South Fredrick to 6th Ave SW 7,555 Sq Yards single seal
- 8th Ave NE 6th Street to 9th Street 3,422 Sq Yards single seal
- 7th Ave NE 6th Street to 9th Street 4,977 Sq Yards single seal
- 1st Ave NW West Charles to Maplewood Drive 9,951 Sq Yards single seal
- 2nd Ave NW West Charles to 6th Street NW 8,666 Sq Yards
- 4th Street NW North Fredrick to 5th Ave NW 6,150 Sq Yards single seal
- 5th Street NW North Fredrick to 3rd Ave NW 4,533 Sq Yards single seal
- West Charles Plaza to Viaduct 4,000 Sq Yards single seal
- 3rd Street SE Rock Island Road to 7th Ave SE 6,500 Sq Yards single seal
- 4th Street SE 2nd Ave to 7th Ave 5,688 Sq Yards single seal
- North Parking Lot 8,000 Sq Yards single seal
- South Parking Lot 8,800 Sq Yards single seal
- Old City Hall parking Lot 950 Sq Yards single seal
- Imoehl Parking Lot 3055 Sq Yards single seal
- City Hall Parking Lot 2,333 Sq Yards single seal
- Downtown Alleys 7,488 Sq Yards

Honorable Mayor
City Council,
Oelwein, Iowa



16 North Taft Street
PO Box 632 - Humboldt, IA 50548
(515)332-4208 office • (515)332-3653 fax

Oelwein, Iowa

Item 9.

No.	Street	Type of Work	From	To	Size	Sq. Yards	Patch	Cost
			SEAL COAT IMPROVEMENTS -					
			CITY OF OELWEIN					
			Project @ specifications 5-26-22					
		SEAL COATING	Approximately	112,799 square yards				
			of road surface	for Seal Coat.				
			Per Specifications:	MC-3000 Asphalt				
			and 3/8" washed chips	from Morgan Quarry @				
				Single Seal Coat @				\$2.075 / SY
				Double Seal Coat @				\$4.11 / SY
		Asphalt	"OPTIONAL" - PREP	Hot Mix Patching				
		Hot Mix	@ Approximately	300 Tons Hot Mix Asphalt				
		Patching	In Place and	Compacted. We will complete @				\$188.95 Per TON!

Respectfully Submitted &

Measured by: Mark J. Steffen #319-404-7770

Date: June 7, 2022

Accepted by: _____

Date: _____



Prairie Road Builders, Inc.
 114 Main St.
 PO Box 210
 Hazleton, IA 50641-0210
 Phone # 319-636-2106

prb@kluesnerconstruction.com
 Fed ID 42-0950876 IA Contractors #C099820



Proposal

Date	Proposal No.
6/6/2022	22-45

Submit To:
 City of Oelwein
 20 Second Avenue SW
 Oelwein, IA 50662-2241

Phone	Fax
319-283-5440	319-283-4032

Description

We hereby submit specifications and estimates for:

2022 Seal Coat Improvements:

- City Streets\$2.36/sq yd
- City Alleys\$2.38/sq yd
- City Parking Lots\$2.44/sq yd
- Prep work with Cold Patch\$228.00/ton

Note: These prices are good for a minimum of 82,000 sq yds

Note: City to furnish Contractor with "Iowa Construction Sales Tax Exemption Certificate and Authorization Letter".

Payment to be made as follows: In full at next Council meeting following completion of project.

Acceptance of proposal: The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be outlined above.

Randy Kramer
 PRB Authorized Signature

Signature _____

Signature _____

Honorable Mayor
City Council

ATTN: Joshua Johnson

Oelwein Parks and Cemetery Dept.



16 North Taft Street
PO Box 632 • Humboldt, IA 50548
(515)332-4208 office • (515)332-3653 fax

Oelwein, Iowa

Item 10.

"Estimated"

No.	Street	Type of Work	From	To	Size	Sq. Yards	Patch	Cost	
			Woodlawn Cemetery - Measurements on attached/enclosed description		→	2,931 sq's	45 Tons		
			Redgate Park - Measurements on attached/enclosed description		→	2,200 sq's	45 Tons		
			City Park @ west of Frederick Ave, per Map diagram. Road system to Dog Park Measurements on attached/enclosed description.		→	3,096 sq's	30 Tons		
			SEAL COAT Above Total square yards all 3 Areas = 8,227 sq's						
			Single Seal Coat @ \$2.075 / sq						
			"OPTIONAL" - PREP/Hot Mix Patching						
			@ Approximately 120 TONS Hot Mix Asphalt						
			In Place and Compacted. We will Complete @ \$188. ⁹⁵ Per Ton!						

Respectfully Submitted &

Measured by: Mark J. Stoffe #319-404-7770

Date: June 7, 2022

Accepted by: _____

Date: _____

PROJECT WORKSHEET
Prairie Road Builders, Inc

Date: 6/6/2022

Customer: City of Oelwein, Iowa
 Cemetery



SS:		DS:		P:		Grind:		BR:		BP:	
-----	--	-----	--	----	--	--------	--	-----	--	-----	--

CODE: SS-Single Seal, DS-Double Seal, P-Patch, G-Grind, BR-Base Repair, BP-Base Prep

Identification	From	To	Measurement	Sq. Yd.	Rec. Imp.	Cost
1. Cemetery 2 nd Ave	2 nd St.	4 th St.	Radius 703 x 12	32 937	SS SS P - 2.50 ton	2,964.36
2. 3 rd Ave	2 nd St.	4 th St.	42 x 12 725 x 12 Radius	56 967 59	SS SS SS P - 3.00 ton	3,360.08
3. 5 th Ave	2 nd St.	4 th St.	504 x 10 140 x 11 100 x 12 44 x 11 78 x 11 Radius	560 171 133 54 95 16	SS SS SS SS SS SS P - 4.00 ton	3,470.76
		** option:	150 x 11	183	Core out grass & concrete Add Class A Shape, compact Double seal	2,671.80
4. 3 rd St.	7 th Ave	3 rd Ave	672 x 10 avg Radius	747 25	SS SS P - 3.50 ton	2,723.68

CITY PARK

PROJECT WORKSHEET
Prairie Road Builders, Inc

Item 10.

Date: 6/6/2022

Customer: City of Oelwein, Iowa
 City Park



SS:		DS:		P:		Grind:		BR:		BP:	
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CODE: SS-Single Seal, DS-Double Seal, P-Patch, G-Grind, BR-Base Repair, BP-Base Prep

Identification	From	To	Measurement	Sq. Yd.	Rec. Imp.	Cost
Gates	S. Frederick	Concrete by Dog Park	Radius	114	SS	9,398.40
			510 x 27 avg	1530	SS	
			305 x 14 avg	474	SS	
			50x 14, 16, 19	92	SS	
			215 x 19 avg	454	SS	
			482 x 13 avg	696	SS	
					P - 5.00 ton	

PROJECT WORKSHEET
Prairie Road Builders, Inc

Item 10.

Date: 6/6/2022

Customer: City of Oelwein, Iowa
 Red Gate Park



SS:		DS:		P:		Grind:		BR:		BP:	
-----	--	-----	--	----	--	--------	--	-----	--	-----	--

CODE: SS-Single Seal, DS-Double Seal, P-Patch, G-Grind, BR-Base Repair, BP-Base Prep

Identification	From	To	Measurement	Sq. Yd.	Rec. Imp.	Cost
Park Rd		Cul-de-sac	43 x 38	182	SS	8,346.78
			Radius	49	SS	
			254 x 11	310	SS	
			254 x 13-11	339	SS	
			100 x 40	444	SS	
			50 x 25-15	111	SS	
			95 x 15	158	SS	
			62 x 41	282	Prep, Class A as needed	
					Double seal	
			Radius	24	SS	
					P - 7.00 ton	

June 2, 2022

Dylan Mulfinger
City of Oelwein
20 2nd Avenue SW
Oelwein, IA 50662

RE: **City of Oelwein**
Charles Street Viaduct Maintenance 2022
Project Completion Letter
Project No.: 21135

Dear Dylan:

E&H Restoration, L.L.C. of Davenport, Iowa, has completed construction of the Charles Street Viaduct Maintenance 2022 project in compliance with the drawings and specifications and the project is ready for acceptance. The final project construction cost is \$54,280.00.

Attached is Contract Payment No. 1 and 2 Final for approval.

We recommend that the City of Oelwein approve Contract Payment No. 1 and 2 Final. After approving and signing the forms, one signed copy of each form should be sent to E&H Restoration, L.L.C. along with payment, one copy of each form is for your records, and one copy of each is for Origin Design.

We also recommend that the City of Oelwein approve and accept the Charles Street Viaduct Maintenance 2022 project work. Retainage in the amount of \$2,714.00 (Contract Payment 2 Final) will be held for 30 days after acceptance and paid at that time provided no claims from others are filed.

Sincerely,
Origin Design Co.



Nate Miller, PE
Structural Engineer

Copy: E&H Restoration, L.L.C.

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

CONTRACT PAYMENT NO.

1

PAGE 1/2

OWNER: City of Oelwin
PROJECT: Charles Street Viaduct Maintenance 2022
ORIGIN DESIGN NO: 21135

CONTRACTOR: E & H RESTORATION, L.L.C.
ADDRESS: 1926 COMENITZ DRIVE
DAVENPORT, IA 52802

PROJECT COMPLETION DATE
Original: May 1, 2022
Revised:

AMOUNT OF CONTRACT
ORIGINAL: \$55,000.00
REVISED:

DATES OF PAYMENT
FROM: Commencement
TO: April 29, 2022

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Mobilization	1	LS	\$22,890.00	0	\$0.00	1	\$22,890.00	1	\$22,890.00	100%
2	Traffic Control	1	LS	\$8,000.00	0	\$0.00	1	\$8,000.00	1	\$8,000.00	100%
3	Overhead Removal	150	SF	\$45.00	0	\$0.00	134	\$6,030.00	134	\$6,030.00	89%
4	Selective Demo West End	80	LF	\$120.00	0	\$0.00	80	\$9,600.00	80	\$9,600.00	100%
5	West End Encapsulation	80	LF	\$97.00	0	\$0.00	80	\$7,760.00	80	\$7,760.00	100%

TOTAL WORK COMPLETED TO DATE

\$54,280.00

\$54,280.00

CONTRACT PAYMENT NO.

1

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	

TOTAL CHANGE ORDER WORK

\$0.00

\$0.00

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE

\$54,280.00

Less: Amount Retained Per Contract 5%

\$2,714.00

Value of Stored Materials (See Attached List)

\$0.00

Less: Stored Materials Amount Retained Per Contract 5%

\$0.00

Net Amount Earned to Date

\$51,566.00

Less: Previous Amount Earned

\$0.00

BALANCE DUE TO CONTRACTOR THIS PAYMENT

\$51,566.00

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

CONTRACTOR: E & H RESTORATION, L.L.C.

BY: George Rucker, IV

TITLE: Vice President

DATE: 06/03/22

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

ORIGIN DESIGN CO.

BY: Nate Miller, PE

TITLE: Structural Engineer

DATE: 6/2/2022

APPROVAL OF OWNER: CITY OF OELWEIN

AMOUNT PAID

BY:

TITLE:

DATE:

CONTRACTOR'S PAYMENT FORM

PREPARED BY: ORIGIN DESIGN CO.

CONTRACT PAYMENT NO.

2 FINAL

PAGE 1/2

OWNER: City of Oelwin
PROJECT: Charles Street Viaduct Maintenance 2022
ORIGIN DESIGN NO: 21135

CONTRACTOR: E & H RESTORATION, L.L.C.
ADDRESS: 1926 COMENITZ DRIVE
DAVENPORT, IA 52802

PROJECT COMPLETION DATE
Original: May 1, 2022
Revised:

AMOUNT OF CONTRACT
ORIGINAL: \$55,000.00
REVISED:

DATES OF PAYMENT
FROM: Commencement
TO: Completion

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

ITEM NO.	CONTRACT ITEM DESCRIPTION	CONTRACT ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Mobilization	1	LS	\$22,890.00	1	\$22,890.00	0	\$0.00	1	\$22,890.00	100%
2	Traffic Control	1	LS	\$8,000.00	1	\$8,000.00	0	\$0.00	1	\$8,000.00	100%
3	Overhead Removal	150	SF	\$45.00	134	\$6,030.00	0	\$0.00	134	\$6,030.00	89%
4	Selective Demo West End	80	LF	\$120.00	80	\$9,600.00	0	\$0.00	80	\$9,600.00	100%
5	West End Encapsulation	80	LF	\$97.00	80	\$7,760.00	0	\$0.00	80	\$7,760.00	100%

TOTAL WORK COMPLETED TO DATE

\$0.00

\$54,280.00

CONTRACT PAYMENT NO.

2 FINAL

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

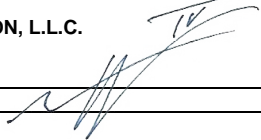
CH. ORD. NO.	CHANGE ORDER ITEM DESCRIPTION	CHANGE ORDER ITEM			PREVIOUS TOTAL		THIS PERIOD		TOTAL TO DATE		PERCENT
		QUANTITY	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	

TOTAL CHANGE ORDER WORK \$0.00 \$0.00

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE \$54,280.00
 Less: Amount Retained Per Contract 5% \$0.00
 Value of Stored Materials (See Attached List) \$0.00
 Less: Stored Materials Amount Retained Per Contract 5% \$0.00
 Net Amount Earned to Date \$54,280.00
 Less: Previous Amount Earned \$51,566.00
BALANCE DUE TO CONTRACTOR THIS PAYMENT \$2,714.00


CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

CONTRACTOR: E & H RESTORATION, L.L.C.

BY: George Rucker, IV  TITLE: Vice President DATE: 06/03/22

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned recommends payment to the Contractor of the balance due this payment as shown.

ORIGIN DESIGN CO.

BY: Nate Miller, PE  TITLE: Structural Engineer DATE: 6/2/2022

APPROVAL OF OWNER: CITY OF OELWEIN AMOUNT PAID _____

BY: _____ TITLE: _____ DATE: _____

CHANGE ORDER NO. 4

Owner: City of Oelwein Engineer's Project No.: 3406-18A
 Engineer: FOX Strand Associates
 Contractor: Summers' Enterprise
 Project: Oelwein 2021 Water Main Improvements

Date Issued: 6/7/2022 Effective Date of Change Order: 6/7/2022

The Contract is modified as follows upon execution of this Change Order:

The water connections at the following intersections were revised based on Staff input. See attached spreadsheets for a summary of each water connection revision. Attached is the CO#4 Water Connection Figures. No change in contract times is proposed for these amendments to the contract.

1. 5th ST SE & 5th AVE SE. (\$9,792.87) Total Contract Price reduction. (\$1,128.87) Change Order 4.1 adjustments.
2. 5th ST SE & 6th AVE SE. (\$3,675.78) Total Contract Price reduction. (\$48.78) Change Order 4.2 adjustments.
3. 5th ST SE & 7th AVE SE. (\$5,836.54) Total Contract Price reduction. \$1,368.46 Change Order 4.3 adjustments.
4. 5th ST SE & 8th AVE SE. (\$2,031.62) Total Contract Price reduction. \$1,130.38 Change Order 4.4 adjustments.

Total Contract Price Deductions of (\$21,336.81). Includes unit price changes to the contract.

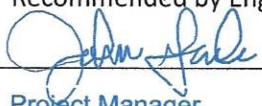
Total Change Order 4 Adjustments of \$1,321.19.


Attachments: **CO 4 Cost Summary, Revised Intersection Figures (4 Figures)**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,057,488.83</u>	Original Contract Times: Substantial Completion: <u>Oct 1, 2021</u> Ready for final payment: <u>Dec 17, 2021</u>
Net changes Approved (Change Orders 1 & 2): \$ <u>\$49,725.00</u>	Increase from previously approved Change Orders: Substantial Completion: <u>Oct 6, 2021</u> Ready for final payment: <u>Dec 17, 2021</u>
Contract Price prior to this Change Order: \$ <u>1,107,213.83</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Oct 6, 2021</u> Ready for final payment: <u>Dec 17, 2021</u>
Adjustment of Change Order 4: \$ <u>(\$21,336.81)</u>	Increase this Change Order: Substantial Completion: <u>Oct 26, 2021</u> Ready for final payment: <u>Jan 11, 2022</u>
Contract Price incorporating this Change Order: \$ <u>1,085,877.02</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>Oct 26, 2021</u> Ready for final payment: <u>Jan 11, 2021</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: 



Title: Project Manager

President

Date: 6/7/2022

6/7/22

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

CHANGE ORDER 4.1: WATER CONNECTION, 5TH ST SE & 5TH AVE SE

Item 13.

CHANGE ORDER	ITEM NO.	BID ITEM REF	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL CONTRACT PRICE ADJUSTMENT	CHANGE ORDER 4 ADJUSTMENTS	NOTES:
CO#4.1	1	2.01, 7.01, 7.02	OMIT HMA-25 (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	(149.8)	SY	\$18.41	(\$2,757.8)	(\$2,757.8)	Lump Sum Items need to be adjusted.
CO#4.1	2	2.01, 7.01, 7.02	ADD HMA-25A (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	11.6	SY	\$18.41	\$213.6	\$213.6	Lump Sum Items need to be adjusted.
CO#4.1	3	2.01, 7.01, 7.02	ADD HMA-26A (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	59.5	SY	\$18.41	\$1,095.4	\$1,095.4	Lump Sum Items need to be adjusted.
CO#4.1	4	5.11	OMIT - WATER CONNECTION, 5TH ST SE & 5TH AVE SE	(1)	LS	\$4,937.00	(\$4,937.0)	(\$4,937.0)	Lump Sum Items need to be adjusted.
CO#4.1	5	5.20	OMIT WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	(54)	LF	\$63.00	(\$3,402.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.1	6	5.20	ADD WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	26	LF	\$63.00	\$1,638.0		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.1	7	5.23	OMIT RESILIENT WEDGE GATE VALVE, 8-INCH, WV#13	(1)	EA	\$1,800.00	(\$1,800.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.1	8	5.23	OMIT RESILIENT WEDGE GATE VALVE, 8-INCH, WV#14	(1)	EA	\$1,800.00	(\$1,800.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.1	9	5.23	OMIT RESILIENT WEDGE GATE VALVE, 8-INCH, WV#15	(1)	EA	\$1,800.00	(\$1,800.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.1	10	5.29	OMIT REMOVE EXISTING WATER VALVE MANHOLES	(1)	EA	\$1,500.00	(\$1,500.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.1	11		ADD WATER CONNECTION, 5TH ST SE & 5TH AVE SE, 10"X8" TAPPING SLEEVE	1	EA	\$5,257.00	\$5,257.00	\$5,257.00	Summers' price to add tapping sleeve versus connections.
TOTAL:							(\$9,792.87)	(\$1,128.87)	

CHANGE ORDER 4.2: WATER CONNECTION, 5TH ST SE & 6TH AVE SE

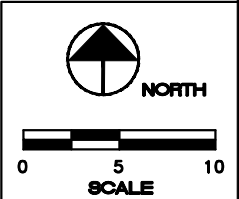
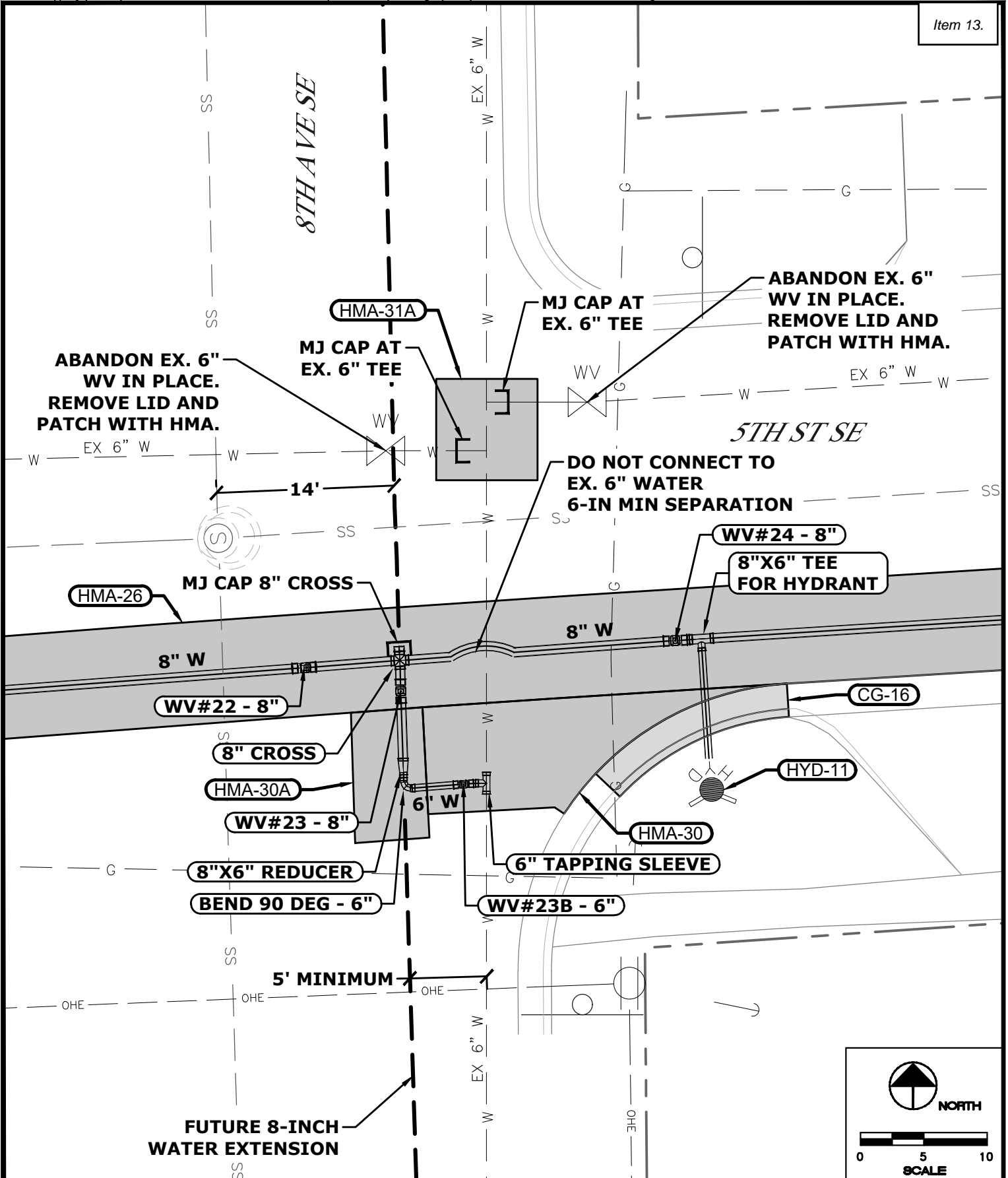
CHANGE ORDER	ITEM NO.	BID ITEM REF	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL CONTRACT PRICE ADJUSTMENT	CHANGE ORDER 4 ADJUSTMENTS	NOTES:
CO#4.2	1	2.01, 7.01, 7.02	OMIT HMA-27 (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	(71)	SY	\$18.41	(\$1,312.6)	(\$1,312.6)	Lump Sum Items need to be adjusted.
CO#4.2	2	2.01, 7.01, 7.02	ADD HMA-27A (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	9	SY	\$18.41	\$163.8	\$163.8	Lump Sum Items need to be adjusted.
CO#4.2	3	5.20	OMIT WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	(29)	LF	\$63.00	(\$1,827.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.2	4	CO#2.4	OMIT RESILIENT WEDGE GATE VALVE, 8-INCH ADDED IN CO2	(1)	EA	\$1,800.00	(\$1,800.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.2	5		ADD RESILIENT WEDGE GATE VALVE, 4-INCH, WV#17A	1	EA	\$1,100.00	\$1,100.00	\$1,100.00	Summers' price to add tapping sleeve versus connections.
TOTAL:							(\$3,675.78)	(\$48.78)	

CHANGE ORDER 4.3: WATER CONNECTION, 5TH ST SE & 7TH AVE SE

CHANGE ORDER	ITEM NO.	BID ITEM REF	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL CONTRACT PRICE ADJUSTMENT	CHANGE ORDER 4 ADJUSTMENTS	NOTES:
CO#4.3	1	2.01, 7.01, 7.02	OMIT HMA-28 (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	(45.7)	SY	\$18.41	(\$841.3)	(\$841.3)	Lump Sum Items need to be adjusted.
CO#4.3	2	2.01, 7.01, 7.02	ADD HMA-28A (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	30.8	SY	\$18.41	\$566.6	\$566.6	Lump Sum Items need to be adjusted.
CO#4.3	3	2.01, 7.01, 7.02	OMIT HMA-29 (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	(82.7)	SY	\$18.41	(\$1,522.5)	(\$1,522.5)	Lump Sum Items need to be adjusted.
CO#4.3	4	2.01, 7.01, 7.02	ADD HMA-29A (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	9.0	SY	\$18.41	\$165.7	\$165.7	Lump Sum Items need to be adjusted.
CO#4.3	9	CO#2.4	OMIT RESILIENT WEDGE GATE VALVE, 8-INCH ADDED IN CO2	(1)	EA	\$1,800.00	(\$1,800.0)	(\$1,800.0)	Valves paid under CO#2. Item needs to be adjusted as part of CO#4.
CO#4.3	5	4.01	OMIT REMOVE & REPLACE SANITARY SEWER, 8-INCH	(20)	LF	\$80.00	(\$1,600.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.3	6	5.13	OMIT WATER CONNECTION, 5TH ST SE & 7TH AVE SE	(1)	EA	\$3,400.00	(\$3,400.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.3	7	5.20	OMIT WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	(45)	LF	\$63.00	(\$2,835.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.3	8	5.20	ADD WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	10	LF	\$63.00	\$630.0		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.3	10		ADD WATER CONNECTION, 5TH ST SE & 7TH AVE SE, 4"x4" TAPPING SLEEVE	1	EA	\$2,800.00	\$2,800.00	\$2,800.00	Summers' price to add tapping sleeve versus connections.
CO#4.3	11		ADD WATER MAIN, TRENCHED, PVC OR DIP, 4-INCH	20	LF	\$45.00	\$900.00	\$900.00	Summers' price for 4-inch water
CO#4.3	12		ADD RESILIENT WEDGE GATE VALVE, 4-INCH, WV#19A	1	EA	\$1,100.00	\$1,100.00	\$1,100.00	Summers' price for 4-inch water valve
TOTAL:							(\$5,836.54)	\$1,368.46	

CHANGE ORDER 4.4: WATER CONNECTION, 5TH ST SE & 8TH AVE SE

CHANGE ORDER	ITEM NO.	BID ITEM REF	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL CONTRACT PRICE ADJUSTMENT	CHANGE ORDER 4 ADJUSTMENTS	NOTES:
CO#4.4	1	2.01, 7.01, 7.02	OMIT HMA-31 (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	(71.9)	SY	\$18.41	(\$1,323.68)	(\$1,323.68)	Lump Sum Items need to be adjusted.
CO#4.4	2	2.01, 7.01, 7.02	ADD HMA-30A (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	6.7	SY	\$18.41	\$123.35	\$123.35	Lump Sum Items need to be adjusted.
CO#4.4	3	2.01, 7.01, 7.02	ADD HMA-31A (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	7.1	SY	\$18.41	\$130.71	\$130.71	Lump Sum Items need to be adjusted.
CO#4.4	4	5.14	OMIT WATER CONNECTION, 5TH ST SE & 8TH AVE SE	(1)	LS	\$3,600.00	(\$3,600.00)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.4	5	5.19	ADD WATER MAIN, TRENCHED, PVC OR DIP, 6-INCH	7	LF	\$100.00	\$700.0		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.4	6	5.20	OMIT WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	(34)	LF	\$63.00	(\$2,142.0)		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.4	7	5.20	ADD WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	10	LF	\$63.00	\$630.0		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.4	8	5.22	ADD RESILIENT WEDGE GATE VALVE, 6-INCH, WV#23B	1	EA	\$1,250.00	\$1,250.00		Unit Price Item. Does not need adjusted as part of CO#4.
CO#4.4	9	CO#4.6	ADD WATER CONNECTION, 5TH ST SE & 8TH AVE SE, 6"x6" TAPPING SLEEVE	1	EA	\$2,200.00	\$2,200.00	\$2,200.00	Summers' price for tapping sleeve.
TOTAL:							(\$2,031.62)	\$1,130.38	



CHANGE ORDER 4
5TH ST SE & 8TH AVE SE INTERSECTION
OELWEIN 2021 WATER MAIN IMPROVEMENTS
OELWEIN, IOWA

SHEET: 5TH ST SE & 8TH AVE SE

REVISION	NO.	DATE
DRAWN SPB	PROJECT NO. 3406-18A	DA 6/1
		58

Contractor's Application for Payment

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


Application No.: 6 **Application Date:** 6/8/2022
Application Period: **From** 12/5/2021 **to** 6/3/2022

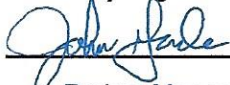
1. Original Contract Price	\$ 1,057,488.83
2. Net change by Change Orders	\$ 49,725.00
3. Current Contract Price (Line 1 + Line 2)	\$ 1,107,213.83
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 731,251.12
5. Retainage	
a. 5% X \$ 731,251.12 Work Completed =	\$ 36,562.56
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 36,562.56
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 694,688.56
7. Less previous payments (Line 6 from prior application)	\$ 487,935.34
8. Amount due this application	\$ 206,753.22
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 412,525.27

Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Summers' Enterprise Inc.
Signature:  **Date:** 6-8-22

Recommended by Engineer		Approved by Owner	
By: <u></u>	_____	By:	_____
Title: <u>Project Manager</u>	_____	Title:	_____
Date: <u>6/8/2022</u>	_____	Date:	_____
Approved by Funding Agency			
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 6 **Application Period:** From 12/05/21 to 06/03/22 **Application Date:** 06/08/22

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
2.01	SPECIAL BACKFILL, 6-INCH	5,633	SY	\$ 4.50	\$ 25,348.50	2,816.50	12,674.25		12,674.25	50%	\$ 12,674.25
2.02	SUBGRADE TREATMENT, GEOGRID (TYPE 1)	100	SY	\$ 10.00	\$ 1,000.00	-	-		-	0%	\$ 1,000.00
3.01	TRENCH FOUNDATION	150	TON	\$ 20.00	\$ 3,000.00	-	-		-	0%	\$ 3,000.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	150	CY	\$ 25.00	\$ 3,750.00	-	-		-	0%	\$ 3,750.00
3.03	TRENCH COMPACTION TESTING	1	LS	\$ 8,500.00	\$ 8,500.00	-	-		-	0%	\$ 8,500.00
4.01	REMOVE & REPLACE SANITARY SEWER, 8-INCH	44	LF	\$ 80.00	\$ 3,520.00	18.00	1,440.00		1,440.00	41%	\$ 2,080.00
4.02	REMOVE & REPLACE STORM SEWER, 15-INCH	72	LF	\$ 40.00	\$ 2,880.00	-	-		-	0%	\$ 2,880.00
4.03	REMOVE & REPLACE STORM SEWER, 18-INCH	40	LF	\$ 60.00	\$ 2,400.00	-	-		-	0%	\$ 2,400.00
4.04	REMOVE & REPLACE STORM SEWER, 24-INCH	52	LF	\$ 80.00	\$ 4,160.00	-	-		-	0%	\$ 4,160.00
5.01	WATER CONNECTION, 1ST ST NE & 8TH AVE NE	1	LS	\$ 1,800.00	\$ 1,800.00	-	-		-	0%	\$ 1,800.00
5.02	WATER CONNECTION, 1ST ST NE & ELMWOOD PKWY	1	LS	\$ 2,800.00	\$ 2,800.00	1	2,800.00		2,800.00	100%	\$ -
5.03	WATER CONNECTION, 1ST ST NE & 12TH AVE NE	1	LS	\$ 2,200.00	\$ 2,200.00	0.5	1,100.00		1,100.00	50%	\$ 1,100.00
5.04	WATER CONNECTION, 1ST ST NE & 13TH AVE NE	1	LS	\$ 1,900.00	\$ 1,900.00	1	1,900.00		1,900.00	100%	\$ -
5.05	WATER CONNECTION, 12TH AVE SE & CHARLES ST	1	LS	\$ 2,000.00	\$ 2,000.00	1	2,000.00		2,000.00	100%	\$ -
5.06	WATER CONNECTION, 12TH AVE SE & ELM ST	1	LS	\$ 2,200.00	\$ 2,200.00	1	2,200.00		2,200.00	100%	\$ -
5.07	WATER CONNECTION, 12TH AVE SE & 1ST ST SE	1	LS	\$ 2,600.00	\$ 2,600.00	1	2,600.00		2,600.00	100%	\$ -
5.08	WATER CONNECTION, 12TH AVE SE & 2ND ST SE	1	LS	\$ 1,900.00	\$ 1,900.00	1	1,900.00		1,900.00	100%	\$ -
5.09	WATER CONNECTION, 12TH AVE SE & WATER TOWER	1	LS	\$ 4,200.00	\$ 4,200.00	1	4,200.00		4,200.00	100%	\$ -
5.10	WATER CONNECTION, 1ST ST SE & HILLSIDE DR	1	LS	\$ 3,400.00	\$ 3,400.00	1	3,400.00		3,400.00	100%	\$ -
5.11	WATER CONNECTION, 5TH ST SE & 5TH AVE SE	1	LS	\$ 4,937.00	\$ 4,937.00	1	4,937.00		4,937.00	100%	\$ -
5.12	WATER CONNECTION, 5TH ST SE & 6TH AVE SE	1	LS	\$ 3,000.00	\$ 3,000.00	-	-		-	0%	\$ 3,000.00
5.13	WATER CONNECTION, 5TH ST SE & 7TH AVE SE	1	LS	\$ 3,400.00	\$ 3,400.00	-	-		-	0%	\$ 3,400.00
5.14	WATER CONNECTION, 5TH ST SE & 8TH AVE SE	1	LS	\$ 3,600.00	\$ 3,600.00	-	-		-	0%	\$ 3,600.00
5.15	WATER CONNECTION, 5TH ST, STA 413+93	1	LS	\$ 2,700.00	\$ 2,700.00	-	-		-	0%	\$ 2,700.00
5.16	WATER CONNECTION, 5TH ST & 9TH AVE SE	1	LS	\$ 2,300.00	\$ 2,300.00	-	-		-	0%	\$ 2,300.00
5.17	WATER CONNECTION, 6TH AVE SE & 7TH ST SE	1	LS	\$ 2,200.00	\$ 2,200.00	1	2,200.00		2,200.00	100%	\$ -
5.18	CAP TO ABANDON WATER MAIN IN PLACE	31	EA	\$ 950.00	\$ 29,450.00	12	11,400.00		11,400.00	39%	\$ 18,050.00
5.19	WATER MAIN, TRENCHED, PVC OR DIP, 6-INCH	16	LF	\$ 100.00	\$ 1,600.00	20.5	2,050.00		2,050.00	128%	\$ (450.00)
5.20	WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	5,382	LF	\$ 63.00	\$ 339,066.00	4,882	307,566.00		307,566.00	91%	\$ 31,500.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 6 **Application Period:** From 12/05/21 to 06/03/22 **Application Date:** 06/08/22

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
5.21	WATER MAIN, TRENCHLESS, PVC OR DIP, 8-INCH	65	LF	\$ 63.00	\$ 4,095.00	65	4,095.00		4,095.00	100%	\$ -
5.22	RESILIENT WEDGE GATE VALVE, 6-INCH	2	EA	\$ 1,250.00	\$ 2,500.00	1	1,250.00		1,250.00	50%	\$ 1,250.00
5.23	RESILIENT WEDGE GATE VALVE, 8-INCH	26	EA	\$ 1,800.00	\$ 46,800.00	11	19,800.00		19,800.00	42%	\$ 27,000.00
5.24	WATER SERVICE PIPE, TRENCHLESS, 1-INCH COPPER	2,150	LF	\$ 28.00	\$ 60,200.00	1,293	36,204.00		36,204.00	60%	\$ 23,996.00
5.25	WATER SERVICE, 1-INCH, CONNECT TO EXISTING SERVICE	77	EA	\$ 1,800.00	\$ 138,600.00	49	88,200.00		88,200.00	64%	\$ 50,400.00
5.26	WATER SERVICE, 1-INCH, TRANSFER TO EXISTING 12-INCH WATER MAIN	7	EA	\$ 3,000.00	\$ 21,000.00	7	21,000.00		21,000.00	100%	\$ -
5.27	FIRE HYDRANT ASSEMBLY	13	EA	\$ 4,500.00	\$ 58,500.00	7	31,500.00		31,500.00	54%	\$ 27,000.00
5.28	FIRE HYDRANT ASSEMBLY REMOVAL	6	EA	\$ 1,000.00	\$ 6,000.00	2	2,000.00		2,000.00	33%	\$ 4,000.00
5.29	REMOVE EXISTING WATER VALVE MANHOLES	5	EA	\$ 1,500.00	\$ 7,500.00	4	6,000.00		6,000.00	80%	\$ 1,500.00
5.30	WATER MAIN TESTING	1	LS	\$ 5,000.00	\$ 5,000.00	0.66	3,300.00		3,300.00	66%	\$ 1,700.00
6.01	INTAKE ADJUSTMENT, MINOR	2	EA	\$ 1,800.00	\$ 3,600.00	-	-		-	0%	\$ 3,600.00
6.02	MANHOLE ADJUSTMENT, MINOR	3	EA	\$ 1,500.00	\$ 4,500.00	-	-		-	0%	\$ 4,500.00
7.01	PAVEMENT REMOVAL	5,642	SY	\$ 4.50	\$ 25,389.00	2,821.00	12,694.50		12,694.50	50%	\$ 12,694.50
7.02	PAVEMENT, HMA, 5-INCHES	5,313	SY	\$ 9.41	\$ 49,995.33	2,656.50	24,997.67		24,997.67	50%	\$ 24,997.66
7.03	PCC CURB/GUTTER REMOVAL & REPLACEMENT, 24-INCH	374	LF	\$ 48.00	\$ 17,952.00	185.00	8,880.00		8,880.00	49%	\$ 9,072.00
7.04	PCC SIDEWALK, 5-INCHES	9	SY	\$ 180.00	\$ 1,620.00	-	-		-	0%	\$ 1,620.00
7.05	PCC FULL DEPTH PATCH	320	SY	\$ 131.00	\$ 41,920.00	58.30	7,637.30		7,637.30	18%	\$ 34,282.70
7.06	CRACKING & SEATING OF PCC PAVEMENT	925	SY	\$ 15.00	\$ 13,875.00	925	13,875.00		13,875.00	100%	\$ -
7.07	HMA OVERLAY, 1-INCH, INTERLAYER	925	SY	\$ 12.00	\$ 11,100.00	925	11,100.00		11,100.00	100%	\$ -
7.08	HMA OVERLAY, 2-INCH, SUBSURFACE COURSE	1,117	SY	\$ 23.00	\$ 25,691.00	925	21,275.00		21,275.00	83%	\$ 4,416.00
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, & MULCHING - TYPE 1	1.2	AC	\$ 4,800.00	\$ 5,760.00	0.50	2,400.00		2,400.00	42%	\$ 3,360.00
9.02	FILTER SOCK	2,800	LF	\$ 2.40	\$ 6,720.00	-	-		-	0%	\$ 6,720.00
9.03	MULCHING, WOOD CELLULOSE FIBER	1.2	AC	\$ 1,800.00	\$ 2,160.00	-	-		-	0%	\$ 2,160.00
11.01	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00	1.00	10,000.00		10,000.00	100%	\$ -
11.02	TRAFFIC CONTROL & STAGING	1	LS	\$ 6,000.00	\$ 6,000.00	0.66	3,960.00		3,960.00	66%	\$ 2,040.00
11.03	TEMPORARY ROCK	575	TON	\$ 16.00	\$ 9,200.00	375.15	6,002.40		6,002.40	65%	\$ 3,197.60
Original Contract Totals					\$ 1,057,488.83		\$ 700,538.12	\$ -	\$ 700,538.12	66%	\$ 356,950.71

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 6 **Application Period:** From 12/05/21 to 06/03/22 **Application Date:** 06/08/22

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
CHANGE ORDER NO. 1											
CO 1.1	WATER MAIN, TRENCHLESS, PVC OR DIP, 8-INCH	15	LF	\$ 63.00	945.00	15	945.00		945.00	100%	-
CO 1.2	8-INCHx10-INCH REDUCER	1	EA	\$ 620.00	620.00	1	620.00		620.00	100%	-
							-				-
CHANGE ORDER NO. 2											
CO 2.1	REMOVE HYDRANT	1	EA	\$1,000.00	1,000.00	-	-		-	0%	1,000.00
CO 2.2	FIRE HYDRANT ASSEMBLY	1	EA	\$4,500.00	4,500.00	-	-		-	0%	4,500.00
CO 2.3	RESILIENT WEDGE GATE VALVE, 6-INCH	2	EA	\$1,250.00	2,500.00	2	2,500.00		2,500.00	100%	-
CO 2.4	RESILIENT WEDGE GATE VALVE, 8-INCH	2	EA	\$1,800.00	3,600.00	-	-		-	0%	3,600.00
CO 2.5	HMA ROADWAY PATCH	52	SY	\$40.00	2,080.00	52	2,080.00		2,080.00	100%	-
CO 2.6	CAP TO ABANDON WATER MAIN IN PLACE	-4	EA	\$950.00	(3,800.00)	(4)	(3,800.00)		(3,800.00)	100%	-
CO 2.7	WATER SERVICE PIPE, TRENCHLESS, 1-INCH COPPER	258	LF	\$28.00	7,224.00	168	4,704.00		4,704.00	65%	2,520.00
CO 2.8	WATER SERVICE, 1-INCH, CONNECT TO EXISTING SERVICE	14	EA	\$1,800.00	25,200.00	12	21,600.00		21,600.00	86%	3,600.00
CO 2.9	PCC CURB/GUTTER REMOVAL & REPLACEMENT, 24-INCH	122	LF	\$48.00	5,856.00	43	2,064.00		2,064.00	35%	3,792.00
					-		-		-		-
				Change Order Totals	\$ 49,725.00		\$ 30,713.00	\$ -	\$ 30,713.00	62%	\$ 19,012.00
Original Contract and Change Orders											
				Project Totals	\$ 1,107,213.83		\$ 731,251.12	\$ -	\$ 731,251.12	66%	\$ 375,962.71



May 31, 2022

Mayor & City Council
City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

**RE: 2021 Water Main Improvements, City of Oelwein, Iowa
5th ST SE (8th AVE SE to 9th AVE SE) – Leaking Water Issue**

Dear Mayor and City Council,

This letter is to provide a summary of facts regarding the leaking water issue along 5th ST SE (8th AVE SE to 9th AVE SE). Summers’ Enterprise (CONTRACTOR) potentially hit water services and sanitary sewer services along 5th ST SE (8th AVE SE to 9th AVE SE) while completing trenchless construction.

CONTRACTOR started preparing for the boring operations at 8:00 am on Friday, May 27, 2022. CONTRACTOR completed the boring of the pilot and reamed the hole in preparation for installation of the 8-inch water main. They did not install the 8-inch water pipe. A water leak was discovered on at approximately 1:00 p.m near STA 415+00 CONTRACTOR coordinated with City Staff (CITY) and attempted to find the water leak. The location of the water service and the leak(s) was not field determined. CONTRACTOR states the exploratory digging to find the water leak(s) compromised the bore hole. CONTRACTOR backfilled the open holes and left the job site at approximately 5:00 p.m.

The water services and sanitary sewer services were not field located by Iowa One-Call. CONTRACTOR was required to televise the sanitary sewer and sanitary sewer services prior to construction. CONTRACTOR states the sanitary sewer services were not able to be televised since they were a vertical tee. The CONTRACTOR did not supply the City of Oelwein the sanitary sewer televising reports. The construction plans did not show any water service or sanitary sewer services in front of 800 5th ST SE (STA 411+50 to STA 416+65).

The contract documents allowed the CONTRACTOR to install the water main be either trenched (open-cut) or trenchless construction. CONTRACTOR elected to utilize trenchless methods on this project.

CONTRACTOR called at FOX Strand at 9:30 a.m. on Tuesday, May 31, 2022 and discussed their concerns. CONTRACTOR states the bore hole is compromised and they can not complete this portion of the project by trenchless methods. CONTRACTOR believes they potentially hit several water and sanitary sewer services during the boring operations. CONTRACTOR is investigating trenching (open-cut) the water main. CONTRACTOR desires to be paid for extra work associated with this issue.

FOX Strand requested the CONTRACTOR research and supply any proposed extra costs associated with this issue for CITY consideration prior to proceeding with the trenching work.

CONTRACTOR found the a copper water service near the leak on Tuesday, May 31, 2022 and pitched it off at approximately 11:30 a.m. It appears this has stopped the water leak in this area.

Sincerely,
FOX Strand

John Gade, P.E.

John Gade, P.E.
Senior Project Manager



DATE: June 8, 2022
TO: Summers Enterprise
1776 Buchanan Delaware Ave
Masonville, IA 50654
RE: Oelwein 2020 Water Main Replacement – Change Order 5

Summers’ Enterprise has requested additional payment for exploratory digging and the failed bore attempt along 5th ST SE (8th AVE SE to 9th AVE SE). FOX Strand has reviewed the requests and propose the following for Summers’ consideration:

CHANGE ORDER 5.1 - 1st ST NE: Exploratory Digging for water services:

Areas: 106+70 & 110+00 – 1st ST NE
Workers: JQ (4) Equipment: Mini Excavator, Skid Steer, Backhoe with plate packer
Date: 5/2/2022 Time: 106+70 (4 Hours) Date: 5/5/2022 Time: 110+00 (4 Hours)

DESCRIPTION: City field marked existing water services. JQ explored and could not find the water services.

CHANGE ORDER PROPOSAL: Exploratory Digging. \$350 x 8 hr = \$2,800. Payment for pavement removal/granular/HMA patch is paid by unit prices.

CHANGE IN CONTRACT DAYS: 1 DAY

SUMMERS’ RESPONSE: AGREE

CHANGE ORDER 5.2 - 1st ST NE & 8th AVE NE: Capping of existing 4-inch water main:

Area: 51+40 - 8th Ave NE & 1st St NE
Workers: JQ (3) Equipment: Backhoe
Date: 5/26/2022 Time: 4 Hours

DESCRIPTION: Work involved to shut off and cap existing 4-inch, but an existing water service was found active on the to be abandoned water main. JQ opened the trench, found the 4-inch main, and shut off the water. The shut off water caused 103 8th AVE NE to lose water service. JQ turned the water service back on. JQ did not backfill the excavation pit. On different dates, the city field marked the water service location, JQ potholed this location and found the water service.

CHANGE ORDER PROPOSAL: Water service and curb stop paid per the contract unit prices. No payment for exploratory digging.

CHANGE IN CONTRACT DAYS: 1 DAY

SUMMERS’ RESPONSE: AGREE

CHANGE ORDER 5.3 - 5th ST SE (8th AVE SE to 9th AVE SE): Boring from STA 411+65 to 146+63

Length: 411+65 to 416+63

Workers: Summers (6)

Equipment: Bore machine

Date: 5/27/2022

Time: 7am to 1pm (Boring Operations).

DESCRIPTION: Stopped drilling (reaming) at 1 pm. Reaming 50% completed. Crew discovered leaking water. Crew packed up and left by 4pm.

CHANGE ORDER PROPOSAL: Pay for 498-ft for the boring efforts at \$46.21 per foot which is 100% of Bid Item 5.20, but excludes the pipe material cost at \$16.79 per foot for a total of \$23,012.60. Summers' completed 50% of the hole reaming and did not pull the pipe. The delays associated with de-mobilization is proposed to be paid under a separate item.

CHANGE IN CONTRACT DAYS: No additional days for this item since we are proposing ½ day for JQ work to find the water service (see Change Order 5.4).

SUMMERS' RESPONSE: AGREE

CHANGE ORDER 5.4 - 5th ST SE (8th AVE SE to 9th AVE SE): Exploratory Digging to find water leak

Area: 414+60 to 415+00

Workers: JQ (4)

Equipment: Backhoe, Mini Excavator, Vac Truck, Skid Steer

Date: 5/27/2022

Time: 1pm to 5pm

DESCRIPTION: JQ removed pavement and attempted to find water service leak. It was determined to leave the leak over the weekend and fix on 5/31/2022.

CHANGE ORDER PROPOSAL: Exploratory Digging: \$350 x 4 hr = \$1,400

CHANGE IN CONTRACT DAYS: ½ DAY

SUMMERS' RESPONSE: Summers' request is for \$6,145 per the following breakdown.

1. JQ 4hrs * \$100/hr * 4 people = \$1600 (Summers' crew also present for majority, Todd stayed entire time cost not added in)
2. Backhoe 4hrs * \$100/hr = \$400
3. Mini excavator 4 hrs @ \$100/hr = \$400
4. Dump Truck @ \$100/hr = \$400
5. Saw 40ft @ \$10/ft = \$400
6. Skid steer 4hrs @ \$100/hr = \$400
7. Vac Truck 4hrs @ \$235/hr = \$940
8. Load of rock = \$405
9. Hydro Excavation truck 4hrs @ \$300 = \$1,200

FOX STRAND RESPONSE: Recommend approval \$4,000 (subject to justification below). Per the contract documents:

- A. Cost of Work. The cost of labor is limited to the employees hourly rate, fringe benefits, and overtime. The Contractor is allowed a fee of 15% of the total of the labor for overhead and profit. Summers' shall provide a breakdown of the laborers (power equipment operator) for our review.
- B. Equipment Costs will need to be verified. Per the Contract documents the equipment charges shall be based on monthly rental costs divided by 176 to determine an hourly rate.
- C. Dump Truck: The dump truck was only used for 0.5 hrs.
- D. Load of Rock: Contract documents have a bid item for temporary rock. 16.89 tons was used at \$16.00 per ton for a total of \$270.24.

CHANGE ORDER 5.5 - 5th ST SE (8th AVE SE to 9th AVE SE): Exploratory Digging to find water leak

Area: 414+60 to 415+00

Workers: JQ (4)

Equipment: Backhoe, Mini Excavator, Vac truck, Skid Steer

Date: 5/31/2022

Time: 8am to noon (4 guys) and 1pm to 2pm (2 guys)

DESCRIPTION: Found the water service and the leak. Pinched off the service line (stopped leak). Backfilled excavation and placed temporary granular (pay item).

CHANGE ORDER PROPOSAL: Exploratory Digging. \$350 x 5 hr = \$1,750. Payment for temporary rock and pavement removal/granular/HMA patch is paid by unit prices.

CHANGE IN CONTRACT DAYS: ½ DAY

SUMMERS' RESPONSE: Summers' request is for \$3,000. Summers' did not provide a breakdown of the labor costs or equipment costs.

FOX STRAND RESPONSE: Recommend approval of the \$3,000 request.

CHANGE ORDER 5.6 - 5th ST SE (8th AVE SE to 9th AVE SE): Summers retrieving bore pipes and equipment

Length: 411+65 to 416+63

Workers: Summers (est 5) Equipment: Boring Drill

Date: 5/31/2022

Time: 8am (est) to noon

DESCRIPTION: Summers's abandoned the existing bore hole due to the water leak compromising their established hole. Crew removed their boring equipment from the site.

CHANGE ORDER PROPOSAL: Assuming \$700/hr for crew/equipment. \$700 x 4 hr = \$2,800

CHANGE IN CONTRACT DAY: No additional days. Additional ½ day granted for JQ work associated with leaking water service repair at the same time.

SUMMERS' RESPONSE: Summers' request is for \$8,000. Summers' did not provide a breakdown of the labor costs or equipment costs. Summers' states his standby bore crew cost is \$15,000 per day.

FOX STRAND RESPONSE: FOX Strand discussed with another boring contractor. Their high end cost per day for similar work was \$10,000 per day. FOX recommends payment of \$5,000.

CHANGE ORDER 5.7 - 5th ST SE (8th AVE SE to 9th AVE SE): Deduct for Bid Item 5.20, Water Main, Trenching versus Trenchless

Length: 411+65 to 416+63

DESCRIPTION: Summers' proposal to open-cut the roadway to trench in the 8-inch water main. This will resolve the void space under the pavement due to abandoned bore hole and conflict with the water services. The bid price of \$63.00 per foot was for trenchless construction. Summers' proposes a \$11.00 deduct per foot for open cutting.

CHANGE ORDER PROPOSAL: (\$11.00 per foot) x 498 ft = (\$5,478.00) DEDUCT.

CHANGE IN CONTRACT DAY: 4 Days

SUMMERS' RESPONSE: Summer's agrees with the Change Order Proposal. Summers' request is for an additional 15 calendar days for this work.

FOX STRAND RESPONSE: Recommend no more than 10 calendar days.

CHANGE ORDER 5.8 & 5.9 - 5th ST SE (8th AVE SE to 9th AVE SE): HMA Pavement Removal/Replacement

Length: 411+65 to 416+63

DESCRIPTION: Summers' proposal to open-cut the roadway to trench in the 8-inch water main. The HMA pavement will need to be removed and replaced. Summers' bid price for HMA Removal/Replacement was lump sum based on trenchless construction. The unit price needs to be adjusted for full HMA removal/replacement for trenching construction. \$96.85 per SY includes (\$19.00/SY for Removal, \$28.00/SY for granular base, \$49.85/SY for HMA Pavement). The lump sum bid items for HMA Pavement will also be adjusted (decreased).

CHANGE ORDER PROPOSAL: \$26,277.40 ADD to the project.

CHANGE IN CONTRACT DAY: 2 Days

SUMMERS' RESPONSE: AGREE

CHANGE ORDER 510.-5.13 - 5th ST SE (8th AVE SE to 9th AVE SE): Adjustment of unit price items such as water service, omitting curb/gutter, and PCC Patch replacement

Length: 411+65 to 416+63

DESCRIPTION: Summers' proposal to open-cut the roadway to trench in the 8-inch water main. A portion of 5th ST SE is PCC and will need to be removed/replaced. The contract unit price of \$135.50 can be used for this work. The water service lengths will be reduced slightly, and unit price will be used for those adjustments.

CHANGE ORDER PROPOSAL: \$11,007.15 ADD to the project adjusted by unit prices.

CHANGE IN CONTRACT DAY: 2 Days

SUMMARY OF PROPOSAL:

CHANGE ORDER 5 TOTALS (SUMMER'S PROPOSAL) = \$74,764.13

CHANGE ORDER 5 TOTALS (FOX STRAND RESPONSE) = \$69,619.13

ADDITIONAL CONTRACT DAYS (SUMMERS' PROPOSAL) = 20 Days

ADDITIONAL CONTRACT DAYS (FOX STRAND RESPONSE) = 15 Days

Oelwein City Council will discuss and consider Change Order 5 on June 13, 2022.

Respectfully submitted,
FOX Strand



John Gade, P.E.
Project Manager

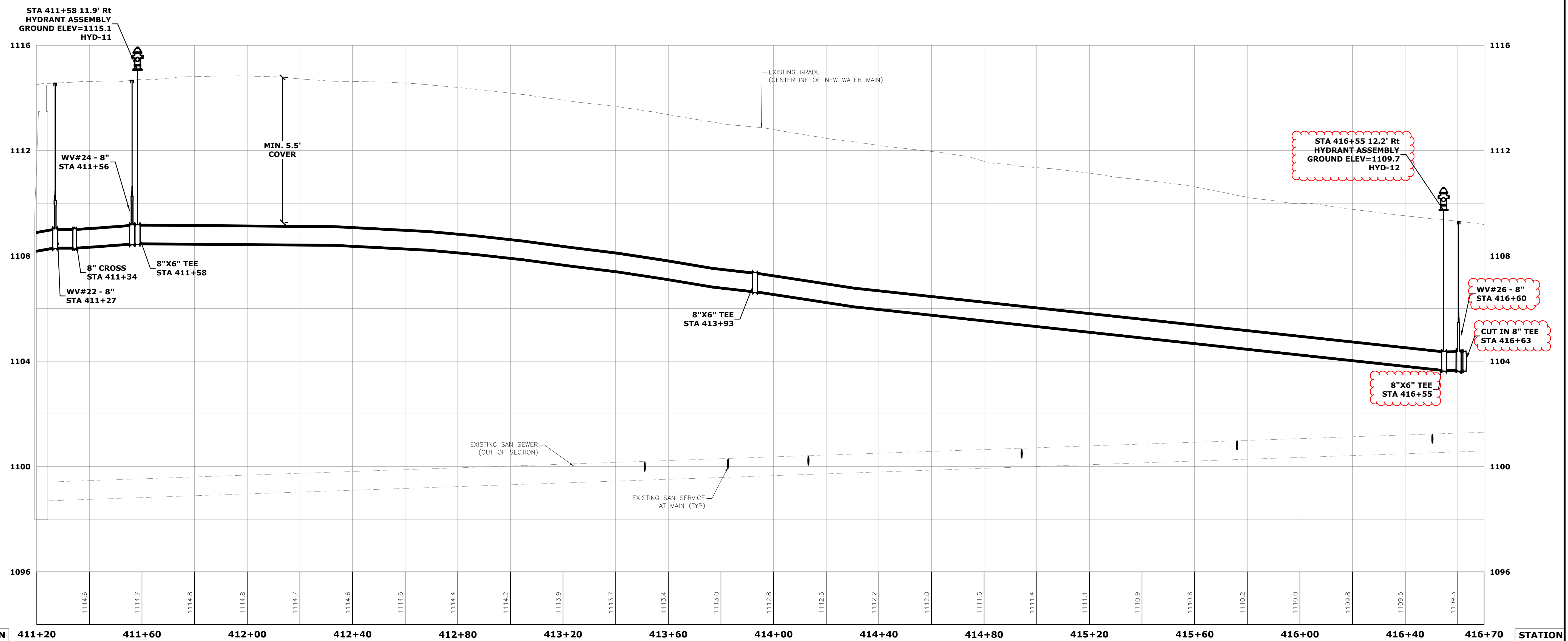
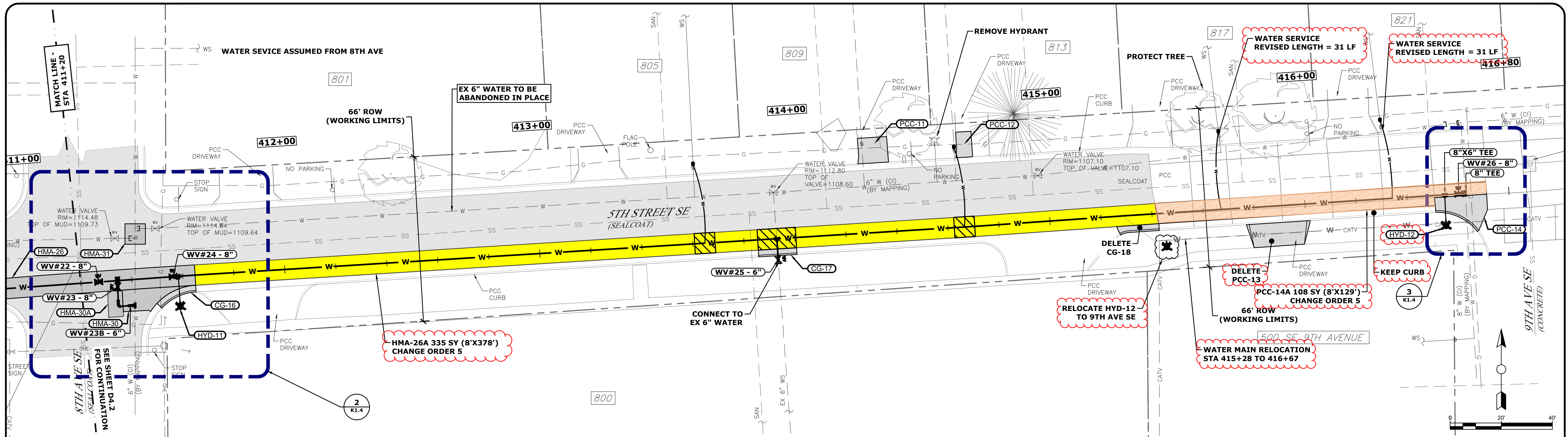
Attachment: May 31, 2022 letter to Council
Change Order 5 Summary
Change Order 5 Figure

CHANGE ORDER 5: 5TH ST SE (8TH AVE SE to 9TH AVE SE) - SUMMERS' REQUEST

CHANGE ORDER	ITEM NO.	BID ITEM REF	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE ADJUSTMENT	NOTES:
CO#5	1		EXPLORATORY DIGGING, 1ST ST NE	8.0	HR	\$350.00	\$2,800.00	FOX Strand counter proposal. JQ exploration digging for water service along 1st Ave.
CO#5	3		ADD TRENCHLESS OPERATIONS, PILOT HOLE, REAMING OF HOLE	498	LF	\$46.21	\$23,012.58	STA 411+65 -STA 416+63. Cost to bore the pilot hole & ream the hole for the pipe. Reduction for pipe material cost of \$16.79/ft since the 8-inch pipe was not pulled with the bore). Needs to also include the
CO#5	4		EXPLORATORY DIGGING, 5TH ST SE	1.0	LS	\$6,145.00	\$6,145.00	FOX Strand counter proposal. JQ exploration digging for leaking water service
CO#5	5		EXPLORATORY DIGGING, 5TH ST SE	1.0	LS	\$3,000.00	\$3,000.00	FOX Strand counter proposal. JQ fixing leaking water service
CO#6	6		BORING CREW DE-MOBILIZATION, 5TH ST SE	1.0	LS	\$8,000.00	\$8,000.00	FOX Strand counter proposal. Summers retrieving bore pipes and equipment.
CO#5	7		DEDUCT FOR BID ITEM 5.20 WATER MAIN, TRENCHED, PVC, 8-INCH	498	LF	(\$11.0)	(\$5,478.00)	STA 411+65 -STA 416+63 (Reduction in price to trench vs trenchless. Todd confirmed \$52/ft vs \$63/ft).
CO#5	8		ADD HMA-26A (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	335.0	SY	\$96.85	\$32,444.75	Summers' requested price for HMA Patching. Max trench width is 8-ft.
CO#5	10	2.01, 7.01, 7.02	OMIT PORTION OF HMA-26 (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	(335.0)	SY	\$18.41	(\$6,167.35)	Lump Sum Item needs to be adjusted. Omitting a portion of HMA-26 (8th Ave SE to 9th Ave SE).
CO#5	9	5.24	OMIT PORTION OF WATER SERVICE PIPE, TRENCHLESS, 1-INCH COPPER	(23.0)	LF	\$28.00	(\$644.00)	Water service 817 5th ST SE 7 821 5th ST SE was reduced in Plan length due to relocated water main under the street.
CO#5	11	7.03	OMIT CG-18, PCC CURB/GUTTER REMOVAL & REPLACEMENT, 24-INCH	(15)	LF	\$48.00	(\$720.00)	
CO#5	12	7.01, 7.05	OMIT PCC-13, PCC FULL DEPTH PATCH	(22.7)	SY	\$135.50	(\$3,075.85)	
CO#5	13	7.01, 7.05	ADD PCC-14A, PCC FULL DEPTH PATCH	114.0	SY	\$135.50	\$15,447.00	Item includes pavement removal and PCC Patch per contract. No granular base is required.
						TOTAL:	\$74,764.13	

CHANGE ORDER 5: 5TH ST SE (8TH AVE SE to 9TH AVE SE) - FOX STRAND RESPONSE

CHANGE ORDER	ITEM NO.	BID ITEM REF	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE ADJUSTMENT	NOTES:
CO#5	1		EXPLORATORY DIGGING, 1ST ST NE	8.0	HR	\$350.00	\$2,800.00	FOX Strand counter proposal. JQ exploration digging for water service along 1st Ave.
CO#5	3		ADD TRENCHLESS OPERATIONS, PILOT HOLE, REAMING OF HOLE	498	LF	\$46.21	\$23,012.58	STA 411+65 -STA 416+63. Cost to bore the pilot hole & ream the hole for the pipe. Reduction for pipe material cost of \$16.79/ft since the 8-inch pipe was not pulled with the bore). Needs to also include the time/effort/materials associated with pulling the pipe. Todd estimated 2 hrs.
CO#5	4		EXPLORATORY DIGGING, 5TH ST SE	1.0	LS	\$4,000.00	\$4,000.00	FOX Strand counter proposal. JQ exploration digging for leaking water service
CO#5	5		EXPLORATORY DIGGING, 5TH ST SE	1.0	LS	\$3,000.00	\$3,000.00	FOX Strand counter proposal. JQ fixing leaking water service
CO#6	6		BORING CREW DE-MOBILIZATION, 5TH ST SE	1.0	LS	\$5,000.00	\$5,000.00	FOX Strand counter proposal. Summers retrieving bore pipes and equipment.
CO#5	7		DEDUCT FOR BID ITEM 5.20 WATER MAIN, TRENCHED, PVC, 8-INCH	498	LF	(\$11.0)	(\$5,478.00)	STA 411+65 -STA 416+63 (Reduction in price to trench vs trenchless. Todd confirmed \$52/ft vs \$63/ft).
CO#5	8		ADD HMA-26A (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	335.0	SY	\$96.85	\$32,444.75	Summers' requested price for HMA Patching. Max trench width is 8-ft.
CO#5	9	2.01, 7.01, 7.02	OMIT PORTION OF HMA-26 (HMA REMOVAL/SPECIAL BACKFILL/HMA REPLACEMENT)	(335.0)	SY	\$18.41	(\$6,167.35)	Lump Sum Item needs to be adjusted. Omitting a portion of HMA-26 (8th Ave SE to 9th Ave SE).
CO#5	10	5.24	OMIT PORTION OF WATER SERVICE PIPE, TRENCHLESS, 1-INCH COPPER	(23.0)	LF	\$28.00	(\$644.00)	Water service 817 5th ST SE 7 821 5th ST SE was reduced in Plan length due to relocated water main under the street.
CO#5	11	7.03	OMIT CG-18, PCC CURB/GUTTER REMOVAL & REPLACEMENT, 24-INCH	(15)	LF	\$48.00	(\$720.00)	
CO#5	12	7.01, 7.05	OMIT PCC-13, PCC FULL DEPTH PATCH	(22.7)	SY	\$135.50	(\$3,075.85)	
CO#5	13	7.01, 7.05	ADD PCC-14A, PCC FULL DEPTH PATCH	114.0	SY	\$135.50	\$15,447.00	Item includes pavement removal and PCC Patch per contract. No granular base is required.
						TOTAL:	\$69,619.13	



DRAWING FILENAME: C:\Projs\3406-18A - Oelwein Water Main Replacement\Civil\3406-18A-BASE.dwg
 PLOT STYLE TABLE: FoxGrayScale.ctb
 LAYER MGR NAME: CO5
 LAYOUT NAME: CO5

STATION	411+20	411+60	412+00	412+40	412+80	413+20	413+60	414+00	414+40	414+80	415+20	415+60	416+00	416+40	416+70	STATION											
ELEVATION	1114.6	1114.7	1114.8	1114.8	1114.7	1114.6	1114.6	1114.4	1114.2	1113.9	1113.7	1113.4	1113.0	1112.8	1112.5	1112.2	1112.0	1111.6	1111.4	1111.1	1110.9	1110.6	1110.2	1109.8	1109.5	1109.3	1096

REVISION	DATE	BY	DATE

DATE	DESIGNED	DRAWN	CHECKED	LAST UPDATE
06/22	INC	BOB		06/01/24

FOX Engineering Associates, Inc.
 414 South 17th Street, Suite 107
 Ames, Iowa 50010
 Phone: (515) 233-0000
 FAX: (515) 233-0103

CHANGE ORDER 5 - 5TH ST SE
 OELWEIN 2021 WATER MAIN IMPROVEMENTS
 CITY OF OELWEIN
 OELWEIN, IOWA

PROJECT NO.
 3406-18A
 SHEET
CO5



Document:

Date Taken:05/20/2022
Address:104 8TH AVE.

Taken by:Code Officer
Case Number:22-000472



Document:

Date Taken:05/20/2022
Address:104 8TH AVE.

Taken by:Code Officer
Case Number:22-000472



Document:

Date Taken:05/20/2022
Address:104 8TH AVE.

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Document:

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Document:

Date Taken:05/20/2022
Address:104 8TH AVE.

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Case Number:22-000472



Document:

Date Taken:05/19/2022
Address:104 8TH AVE.

Taken by:Code Officer
Case Number:22-000472



Document:

Date Taken:05/19/2022
Address:104 8TH AVE.

Taken by:Code Officer
Case Number:22-000472



Document:

Date Taken:05/19/2022
Address:104 8TH AVE.

Taken by:Code Officer
Case Number:22-000472



Document:

Date Taken:05/19/2022
Address:104 8TH AVE.

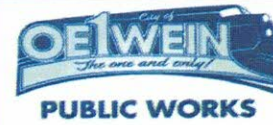
Taken by:Code Officer
Case Number:22-000472



Document:

Date Taken:05/19/2022
Address:104 8TH AVE.

Taken by:Code Officer
Case Number:22-000472



To: Honorable Mayor & Oelwein City Council
From: Public Works Superintendent Vic Kane

CC: Dylan Mulfinger, City Administrator

Reference: Update on Dump Truck Order

Date: 06/09/2022

Greetings:

In March of 2021, we bid a dump truck. At that time production was becoming an issue. Right before we went to council one of the bidders received word, he could not order any new trucks. Thompsons Truck & Trailer showed that they could place an order from the factory with an estimated completion date of November 2021. We moved forward with this order. The issue of parts for production continued and the delivery date has slowly slipped back over a year. This has brought us to where we are today.

The latest estimated factory build date is now 7/29/22. This date seems to be holding but there are no guarantees. Of course, over this time production costs have continued to escalate. They have reached a point where the manufacturer cannot honor the original pricing. Thus, they are passing it to the buyers or offering to cancel the order. Our increase is a total of \$14,238. I am hearing and experiencing from sellers of numerous things this is a common issue. The other fact is, if we cancel, the new estimated delivery times are 1-to-2-years plus we still pay the increase at that time. I requested and received in writing if we pay, we will not see any further increases. The breakdown of the increase is \$9,988.32 from Henderson's for increased steel cost of the snow plow accessories. The other \$4,249.68 is from Thompsons for increased shipping and surcharge costs received from Navistar, Cummins, Bendix, and Eaton. While I do not like the situation, I have limited our exposure. Thus, I request authorization of the cost increase.

Regards,
Vic Kane

From the Desk of
Public Works Superintendent Victor Kane



HV507 SFA

Sales Proposal For:
City of Oelwein

Presented By:
Thompson Truck & Trailer

Prepared For:
City of Oelwein
Dylan Mulfinger
20 2nd Ave. SW
Oelwein, IA 50662-2247
(319)283 - 5440
Reference ID: N/A

Presented By:
Thompson Truck & Trailer
Matt Moore
2740 6TH ST SW
CEDAR RAPIDS IA 52404 -
(319)364-2491

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2022 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 39000. Calc. GVWR: 0. Calc. GCWR: 0 Calc. Start / Grade Ability: 0.00% / 0.00% @ 0 MPH Calc. Geared Speed: N/A
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

Proposal's vehicle specification is incomplete.
WARNING: Do Not Distribute.

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 171.00 Wheelbase, 96.00 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1UAM	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
3ACP	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 16,000-lb Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiN Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqiN
4LAG	SLACK ADJUSTERS, FRONT {Gunitex} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunitex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDL	BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XDM	BRAKES, REAR {Bendix Spicer ES-165-7X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

Proposal's vehicle specification is incomplete.
WARNING: Do Not Distribute.

3

Proposal: 6406-01

<u>Code</u>	<u>Description</u>
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSL	STEERING GEAR {Sheppard M110} Power
6DGB	DRIVELINE SYSTEM {Dana Spicer} SPL 140, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXD	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8VZR	SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches
8WBW	JUMP START STUD Remote Mounted
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start

Proposal's vehicle specification is incomplete.
WARNING: Do Not Distribute.

<u>Code</u>	<u>Description</u>
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESL	ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control
12VJC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints

Proposal's vehicle specification is incomplete.
WARNING: Do Not Distribute.

5

Proposal: 6406-01

<u>Code</u>	<u>Description</u>
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAL	HEATER
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUL	WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

Proposal's vehicle specification is incomplete.
WARNING: Do Not Distribute.

6

Proposal: 6406-01

<u>Code</u>	<u>Description</u>
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
-------	--

Body/Allied Equipment
Code

Description

1	BODY SPEC PER HENDERSON
2	Body option--10GA 2010 SS sides and headsheet, SS tailgate
3	SS Spreader option
4	Henderson mid mount wing install
5	Henderson Surcharge

Goods Purchased
Code

Description

steel surcharge--Navistar

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$127,928.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$127,928.00
Total Goods Purchased:		\$3,500.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$134,528.00
Less Customer Allowance:		(\$55,990.00)
Total Vehicle Price:		\$78,538.00
Total Body/Allied Equipment:		\$72,415.32
Total Sale Price:		\$150,953.32
Total Per Vehicle Sales Price:		\$150,953.32
Net Sales Price:		\$150,953.32

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

There is no weight study for this proposal.

INTERNATIONAL®

Warranty
2022 HV507 SFA (HV507)

June 06, 2022

Item 17.

Description

(US DOLLAR)

Price

No extended warranty chosen.

Total Warranty : \$0.00

Proposal's vehicle specification is incomplete.
WARNING: Do Not Distribute.

10

Proposal: 6406-01

Agreement for Cleaning Services

Contract made 1st day of June 2022, 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 negotiated verbally by the City Clerk or City Administrator with contractor 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 as follows:

- July 1, 2022 \$71.00
- July 1, 2023 \$73.00
- July 1, 2024 \$75.00

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 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

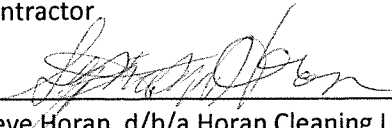
The work to be performed under this contract will be performed entirely at Contractor’s risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. Contractor will carry, for the duration of this contract, public liability insurance 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 and Termination

The parties hereto contemplate this 3-year contract which commences on July 1, 2022, 1 year renewable, and shall end on June 30, 2025. Contract may be terminated with a 60 day advance notice prior to July 1 each year.

Section Six: Miscellaneous

1. Contractor will sign the attached nondisclosure/confidentially 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

Date 07-2022

City of Oelwein
 By: _____
 Mayor Brett DeVore

By: _____
 City Administrator, Dylan Mulfinger



Minutes

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

May 19, 2022 - 6:30 PM

CALL TO ORDER

Meeting called to order 6:30 p.m.

ROLL CALL

Present: Bryan, Woodruska, Tuschscherer, Nations, Stewart, FBO Tegeler

Absent: Bagge

APPROVAL OF MINUTES AND EXPENSES

Motion Woodruska, Second Nations All Aye

FBO REPORT

John Bagge has had the windsock tower rebuilt. The repair/modification looks good. Procedures for airport disbursements were discussed. Board members are not authorized to make purchases without the consent of City Administration. Voltmer Electric still has not responded concerning overcharging for the windsock lite repair.

OLD BUSINESS

The first grade field trip went well. Members Tuchscherer, Woodruska and Bryan presented an airport and aviation program to 100 students. The 5/21 Young Eagle event was discussed. It was reported 60 kids have registered. A conversation took place on replacing the jet A tank. Dick's Petroleum quoted a 12,000 gallon diesel tank at \$51,000. This doesn't include the cost of installation, pumps or converting the existing tank to jet A.

NEW BUISNESS

The upcoming crop spraying season was discussed.

SCHEDULE NEXT MEETING

June 16

ADJOURNMENT

Motion Tuchscherer, second Nations to adjourn at 7:00 pm



Application for Appointment to Boards and Commissions

20 Second Avenue SW, Oelwein, Iowa 50662 319-283-5440

Name Joe Bowska

Address 212 7th Ave SE

Phone 319-238-2800 E-Mail josephboska@gmail.com

Occupation Engineer How long have you been a resident of Oelwein? 6 years

Please check the following boards or commissions to which you would like to be appointed:

<input type="checkbox"/>	Airport Board	<input type="checkbox"/>	Civil Service Commission
<input type="checkbox"/>	Electrical Board	<input type="checkbox"/>	International Code Council Board of Appeals
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Mechanical Board
<input checked="" type="checkbox"/>	Park & Recreation Commission	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	Plumbing Board	<input type="checkbox"/>	Tree Board
<input type="checkbox"/>	Zoning Board of Adjustment	<input type="checkbox"/>	

Describe past experience which would benefit the board or commission applied for:

- United Way Board Member
- One of the organizers for the Day of Caring

Describe the qualities and attributes you possess that would be of benefit to the board or commission applied for:

- Organized
- Driven
- Hardworking
- Motivated to better our community

Describe your desire to serve on this board of commission:

- I have enjoyed working with Josh and the Parks Department, and am hoping to further my involvement as a Board Member.

Describe similar volunteer experiences:

- I have helped organize the United Way day of caring for the past two years.

Describe any goals and/or objectives you envision for the board/commission:

- To continue to help clean and maintain our parks and public areas.

Any additional information or comments you wish to offer:

Hours of Availability:


Applicant Signature

5/24/2022
Date

City Hall

Reviewed by:

Mayor City Administrator Board or Commission Chair Department Head



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 # 10889
Date: 05/31/2022
Due Upon Receipt

City of Oelwein nuisance/abatement work

nuisance/abatement work 657A's

Type	Date	Notes	Quantity	Rate	Total
Service	03/04/2022	Email from Wehling re: City of Oelwein v. various; review of email, email back; .1	0.10	\$139.16	\$13.92
Service	03/15/2022	Review of email from Wehling re: City of Oelwein v. various.	0.10	\$139.16	\$13.92
Service	03/15/2022	Attendance at magistrate court: Horstmeier .3; Bradley .3; Rohrick .3; Ryan .1; Robinson .2; Wright .3; NJL	1.50	\$139.16	\$208.74
Service	04/05/2022	Review of Oelwein v. various; .2 njl	0.20	\$139.16	\$27.83
Service	04/05/2022	Attendance at Oelwein v. Horstmeier for review; .4 njl	0.40	\$139.16	\$55.66
Service	04/05/2022	Attendance at Oelwein v. Browne trial; .4 njl	0.40	\$139.16	\$55.66
Service	04/05/2022	Attendance at Oelwein v. Rohrick; .2 njl	0.20	\$139.16	\$27.83
Service	04/05/2022	Attendance at Oelwein v. Hickey; .2 njl	0.20	\$139.16	\$27.83
Service	04/05/2022	Attendance at Oelwein v. Ryan; .2	0.20	\$139.16	\$27.83

NJL					
Service	04/19/2022	Attendance at Oelwein v. Rohrick, Curtis, Perez, Palmer; Robinson, Bradley, Steggall. .3	0.30	\$139.16	\$41.75
njl					
Service	05/02/2022	set deadlines for oelwein sheckel matter	0.10	\$61.90	\$6.19
Service	05/03/2022	Attendance at Oelwen v. Browne, Wright; .4	0.40	\$139.16	\$55.66
njl					
Service	05/03/2022	Email to Dillon re: Oelwein v. Wright; .2	0.20	\$139.16	\$27.83
njl					
Service	05/03/2022	nathan billing data entry	0.20	\$61.90	\$12.38
Service	05/03/2022	email correspondence with pat, file notice/exhibit label, draft and file dismissal x2, review wright citations, beacon searches	1.00	\$61.90	\$61.90
Service	05/05/2022	review various filings, save to file, update sheet	0.50	\$61.90	\$30.95
Service	05/09/2022	draft and file motion to dismiss x2	0.40	\$61.90	\$24.76
Service	05/10/2022	review court letter from horstmeier	0.20	\$61.90	\$12.38
Service	05/10/2022	email reminder re 425 8th Ave	0.10	\$61.90	\$6.19
Service	05/11/2022	warthan file look up and emails	0.20	\$61.90	\$12.38
Service	05/11/2022	review horstmeier order	0.20	\$61.90	\$12.38
Service	05/12/2022	review warthan file and emails, email to pat	0.30	\$61.90	\$18.57
Service	05/16/2022	email to CD, call from CD-reminders	0.30	\$61.90	\$18.57
Service	05/16/2022	warthan research and citation drafting, email to Sam	1.00	\$61.90	\$61.90
Service	05/17/2022	draft and file witness lists x3	0.50	\$61.90	\$30.95
Service	05/17/2022	email to code enforcement, email to nathan, email to pat re exhibits	0.20	\$61.90	\$12.38
Service	05/19/2022	review multiple orders, update sheet, close cases	0.60	\$61.90	\$37.14
Service	05/23/2022	email to pat re tax sale	0.10	\$61.90	\$6.19
Service	05/24/2022	motion to dismiss draft and file x2 , email from bruce	0.50	\$61.90	\$30.95
Service	05/24/2022	review filings, update calendar and spreadsheet re continuances	0.20	\$61.90	\$12.38
				Total	\$993.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10889	05/31/2022	\$993.00	\$0.00	\$993.00
			Outstanding Balance	\$993.00
			Total Amount Outstanding	\$993.00

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 # 10890
Date: 05/31/2022
Due Upon Receipt

Type	Date	Notes	Quantity	Rate	Total
Expense	05/03/2022	Reimbursable expenses: Abstracting update for Heirs of Diane Kisner 217 4th Ave. NW	1.00	\$200.00	\$200.00
Expense	05/05/2022	Reimbursable expenses: Recording fee for 3 mortgages	1.00	\$141.00	\$141.00
Service	05/09/2022	Dustin Zesky - Swisher & Cohrt conference re Elmer Schekle	0.50	\$136.83	\$68.42
Service	05/10/2022	425 8th AVE SE discussion email with Sam	0.25	\$136.83	\$34.21
Expense	05/12/2022	Reimbursable expenses: Recording fee for Quit Claim deed	1.00	\$17.00	\$17.00
Service	05/16/2022	data to insurance carrier re scheckle claim	0.25	\$136.83	\$34.21
				Total	\$494.84

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10890	05/31/2022	\$494.84	\$0.00	\$494.84

Outstanding Balance	\$494.84
Total Amount Outstanding	\$494.84

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: 6/13/2022

Consent Agenda

- 1. Consideration of a motion to approve the May 23, 2022 minutes.
- 2. Consideration of a motion to approve the Class C Liquor License for Hacienda Del Rio.
- 3. Consideration of a motion approving the Class C Liquor License for Viper Lanes & PJ's Bar and Grill.

Public Hearing

- 4. Public Hearing for CDBG about Oelwein Sewer Improvement Project along with Community Needs Assessment at Oelwein City Hall Council Chambers at 6:00 P.M.
 - 1. This public hearing is required for the sewer project that we are doing in the Northeast.

Ordinances

- 5. Consideration of an ordinance amending Oelwein City Code Section 22 Article VII Golf Carts - First Reading.
 - 1. Council requested staff review and provide an ordinance for City Council on golf carts. The Public Safety Chief does not recommend golf carts. The City Administrator does not recommend golf carts. Please postpone this ordinance one year. This will allow the community to become familiar with UTVs and allow staff time to understand what is working and what is not working with sharing the streets. The City Administrator recommends not allowing golf carts on city streets.

Resolutions

- 6. Consideration of a resolution authorizing the submission of a CDBG Water/Sewer application to the Iowa Economic Development Authority.
 - 1. This grant will help pay for the Northeast sanitary sewer project. Once this grant is approved the city will start construction on this project in 2023.
- 7. Consideration of a resolution to sell 608 1st Ave SE for the amount of \$1,000.
 - 1. This is a buildable house with a garage still exiting. The City has marketed this home for three years and it has not sold. The City Administrator recommends approving the sale of this property.



- 8. Consideration of a resolution requesting the closure of corner of 1st Street and North Frederick Ave to south of 2nd Street N.W. on August 20, 2022 for the Oelwein Fire Department.
 - 1. The City has had great success allowing the fire department to use a street for water ball. The City Administrator recommends approving the street closure.

Motions

- 9. Consideration of a motion to approve 2022 seal coat project Black Top Services at \$290,742.00
 - 1. Bids came in and were reviewed by staff. This year is a large amount of seal coating as council provided this direction in January. This bid includes prepping the roads by the contractor, something we are doing new this year to free up time for other city tasks. The City Administrator recommends approving the bid from Black Top Services.
- 10. Consideration of a motion to approve 2022 seal coat project for the Parks Department at \$39,745.
 - 1. While the Black Top Services bid is higher than Prairie Road Builders, staff evaluated the bids and saw that more material will be used by Black Top Services resulting in a better product. The City Administrator recommends approving the bid from Black Top Services.
- 11. Consideration of a motion to approve pay application #1 for the Charles Street Viaduct Maintenance 2022 project.
 - 1. This is the first of many mitigation efforts to ensure the viaduct is a safe viable structure. We anticipate annual maintenance on the viaduct. We meet this month with the railroad to discuss the future of the viaduct. The City Administrator recommends approving the pay application.
- 12. Consideration of a motion to approve pay application #2 and final for the Charles Street Viaduct Maintenance 2022 project.
 - 1. The City Administrator recommends approving the pay application and closing out the project.
- 13. Consideration of a motion to approve Change Order No. 4 for the 2021 Water Main Improvements.
 - 1. This change order is recommended by the engineer. The City Administrator recommends approving the change order.
- 14. Consideration of a motion to approve Pay Request #6 in the amount of \$206,753.22 to Summers Enterprises, Inc.
 - 1. This pay request is recommended by the engineer. The City Administrator recommends approving the pay request.
- 15. Consideration of a motion to approve Change Order No. 5 for the 2021 Water Main Improvements
 - 1. This decision will stem from council's discussion with the project engineer that will occur at a 5:30 work session before the meeting.



16. Consideration of a motion to award the demolition of 104 8th Ave SW
 1. Bids for this item will come Monday at 3:30. With this being a court ordered tear down the process has varied from the city's traditional process. Once this property is cleaned up, the cost will be assessed to the taxes. The City Administrator recommends approving the lowest responsible bidder.
17. Consideration of a motion to approve a cost increase on the purchase of a dump truck in the amount of \$14,238.
 1. This cost increase is above the City Administrator's spending limit. The department is still in need of this equipment. Funding is available. The City Administrator recommends approving the cost increase.
18. Consideration of a motion to approve the cleaning contract with Steve Horan.
 1. The City has a positive working relationship with Horan Cleaning. The City Administrator recommends approving the contract.

Library Report to the City Council – June 2022



Teen & Adult Programs

Thursday, June 9th at 2:00 p.m.

Upcycled Book Wreath Workshop

Join us to learn how to make a “Book Page Wrapped Wreath with Flowers”



Thursday, June 23rd at 6:00 p.m.



Panning for Gold

Learn about panning for gold in Iowa. Our presenter, Larry

Pavelec will demonstrate the tools and technique used. Then it will be your turn to try.

Monday, June 27th at 2:00 p.m.

Dissecting Owl Pellets

Join us to learn about owls in Iowa, what an owl pellet is and what can be found inside

with Naturalist Michael Maas from Fontana Park. Please sign up so we can get a number for supplies.



Programs for Kids

Wednesday, June 1st at 2:00 p.m. Poetry Camp

Youth will create their own “Found Poetry” by using words cut from newspapers & magazines.

Wednesday, June 8th at 3:00 p.m. LEGO Camp

If you can imagine it, you can create it! Show us your creative side.



Wednesday, June 15th at 2:00 p.m. Coding Camp

Learn the basics of coding with fun & games.

Wednesday, June 22nd at 2:00 p.m. Art Camp

Celebrate Eric Carlew’s birthday by creating artwork using the method of this author/illustrator.



Wednesday, June 29th at 2:00 p.m. Nature Camp

Meet at Platt Park

Youth will look for natural items to create their painting masterpiece.



Thursday, June 30th

at 6:00 p.m. Finale Party & Magic Show

Join us for Casey’s Pizza, prizes and FUN! Rick Eugene will be here to entertain us with his captivating magical talents.

The Oelwein Public Library would like to thank our generous sponsors who make this program a success: Casey’s, Subway, Kwik Star, McDonald’s, Fareway, Dairy Queen and Miss Kim for the dolls.

Pages & Play Club - 10:00

6/1 Fishing 6/8 Insect Investigators

6/15 Nocturnal Animals 6/22 Bears

6/29 Campfire Stories

Cookbook Book Club

June 13th at 5:30 p.m.

Theme for June Meeting – Recipes from our Magazine Collection: Food Network, All Recipes, or Taste of Home. Make a recipe and bring samples to the meeting. Join in the lively discussion of the magazines and some delicious taste tests.

Book Club will be discussing Practical Magic by Alice Hoffman on June 28th at 2:00 p.m.