



## **Agenda**

### **City Council Work Session**

Oelwein Community Plaza, 25 West Charles, Oelwein, Iowa

5:30 PM

September 14, 2020

Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Warren Fisk

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

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#### **Pledge of Allegiance**

#### **Discussions**

- [1.](#) Update on John Deere 570 Engine Repair
- [2.](#) Discussion on West Water Tower Change Order
- [3.](#) Discussion on proposed purchase of a Boom Truck
- [4.](#) Discussion on FEMA Mapping

#### **Adjournment**

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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

### Job Sheet

Oelwein Arnold  
 800 2nd Ave SE  
 Oelwein, IA 50662  
 Phone # 319-283-4481

Job Card No: 09JB001041  
 Job Date: 09/10/20  
 Account #: 10493  
 Sold By: MKOR 14:34

CITY OF OELWEIN  
 20 2nd AVE S.W.  
 OELWEIN, IA 50662

Phone # 319-283-5440

PART NUMBER	DESCRIPTION	Technician	QTY	Unit	EXT PRICE
LAB35030	SURFACE HEAD	RCHAL	1	86.93	86.93
LAB35050	VALVE JOB	RCHAL	1	125.61	125.61
LAB35054	CRACK CHECK	RCHAL	1	27.78	27.78
LAB35058	MISCELLANEOUS	RCHAL	12	5.35	64.20
LAB35064	CRACK CHECK BLOCK	RCHAL	1	27.78	27.78
LAB35068	MISCELLANEOUS	RCHAL	1	100.00	100.00
LAB35070	GRIND CRANK	RCHAL	1	410.45	410.45
LAB35130	FIT PINS	RCHAL	6	18.71	112.26
LAB35133	CHECK & ALIGN RODS	RCHAL	6	8.72	52.32
LAB35150	CLEAN HEAD	RCHAL	1	38.76	38.76
LAB35151	CLEAN BLOCK	RCHAL	1	114.07	114.07
LAB35154	MISC. CLEANING	RCHAL	1	50.00	50.00
LAB35170	REBUILD ENGINE	RCHAL	1	500.00	500.00
LAB35171	DISASSEMBLE	RCHAL	3	75.00	225.00
LAB35221	INSTALL BUSHING	RCHAL	6	8.14	48.84
ZZZSHOPSUPPLIES	Shop Supplies/HAZ Waste 80145	RCHAL	1	198.40	198.40
JOBSTOCK	Transfer Stock	MKOR	1	1006.4 4	1006.44
ZZZCOMMENT	eng kit cyl kits rods mains gskts seals pin bushings rod bol	MKOR	1	0.00	0.00
JOBSTOCK	Transfer Stock	MKOR	1	159.65	159.65
ZZZCOMMENT	oil pump	MKOR	1	0.00	0.00
JOBSTOCK	Transfer Stock	MKOR	26	2.66	69.16
ZZZCOMMENT	head bolts	MKOR	1	0.00	0.00
ZZZFREIGHT	Shipping Charges Billed 31410	MKOR	1	65.00	65.00
ZZZCOMMENT	any thing else would be extra	MKOR	1	0.00	0.00

Merchandise	Core	Shipping	Labor	Sales Tax	Job Total
1,498.65	0.00	0.00	1984.00	0.00	3482.65



# Memo

**To:** Honorable Mayor & City Council,

**From:** Utility Superintendent Victor Kane

**CC:** City Administrator Dylan Mulfinger

**Reference:** West Tower Change Order

**Date:** 09/10/20

Greetings,

I am sure you are wondering why we have a change order already on this project. It is not an issue with the project design as I will explain. The additional work needed is to deal with a water flow issue to the tower. Around 2006 the City was mandated to increase water pressure in the higher elevation areas of town. This was done by dividing the water system into two. During this time the City had well issues they had to address. Over this time, we increased the pumping capacity of the 80 well a few years back. The current 42 well project was the final piece which also increased the pumping capacity. With the 42 well recently operable we were able to finally operate all the wells at their full capacities. A great day long awaited.

However, a unforeseen problem surfaced due to the new pump capacities combined with the hydraulics of the divided system. The short version is when the wells run in combination, they quickly overflow the west tower but do not fully fill the east tower. Once the wells shut down the water level equalizes between the two towers and the wells turn right back on again. We cannot control the situation through the well controls. What is needed is an altitude valve. This valve will close the west tower when full allowing the east tower to continue to fill as illustrated here: <https://www.youtube.com/watch?v=Z8-dvs4iRr8>.



Altitude Valve

The contractor will be replacing valves at the tower making this the most feasible time for this installation. The City has the funds to cover this Change order.

Due to this change the contractor has requested to modify the project schedule. With the added work they do not want to chance carrying into temperature issues with the painting. They would like to complete the piping and tower metal work this fall. It will be returned to service until next spring when it will be painted.

I recommend approval of this \$55,000 change order and schedule change.

Thank you for your time.

Victor Kane

From the Desk of  
Oelwein Utility Superintendent Victor Kane

Date of Issuance: 9/9/2020  
Owner: City of Oelwein, Iowa  
Contractor: Maguire Iron, Inc.  
Engineer: FOX Engineering  
Project: West Water Tower Repainting

Effective Date: 9/14/2020  
Owner's Contract No.:  
Contractor's Project No.:  
Engineer's Project No.: 3406-19A  
Contract Name:

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

Descriptions:

**Item 1:** Remove all lead jointed piping and fittings in the valve pit and replace with new ductile iron pipe and fittings as indicated in the attached revised Figure C. Includes new 14" tee, 14"x12" pipe reducers, and pipe supports between the new 12" gate valves.

**Item 2:** Install a 14-inch altitude valve for 2-way flow in the vertical piping located in the valve pit as indicated in the attached revised Figure C. Valve provided with fusion bonded epoxy coating and opening/closing speed control.

**Item 3:** The Contract Time shall be modified as follows:

1. The Contract time shall be revised to include an additional 10 calendar days. The Contractor shall complete the tank welding, concrete repairs, and repairs to the valve pit within 45 calendar days from the commencement of the contract times (tower removed from service) and have the tank ready to go back into service on or before December 1, 2020 at which time the contract time will be suspended.
2. All remaining work shall be completed in 2021 with the contract time resuming on the date the contractor requests the tank be removed from service per SC-4.01.A but no sooner than April 1, 2021 and no later than June 1, 2021. All remaining work shall be completed within the calendar days of the contract time remaining for final completion and payment.

Attachments: Revised Figure C, Contractor COR #1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>765,220.00</u>	Original Contract Times: Substantial Completion: <u>120 calendar days</u>  Ready for Final Payment: <u>150 calendar days</u>
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0 days</u>  Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order:  \$ <u>765,220.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>120 calendar days</u>  Ready for Final Payment: <u>150 calendar days</u>
[Increase] of this Change Order:	Increase of this Change Order: Substantial Completion: <u>10 calendar days</u>

\$ 55,000.00

Ready for Final Payment: 10 calendar days

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:  
Substantial Completion: 130 calendar days

\$ 820,220.00

Ready for Final Payment: 160 calendar days

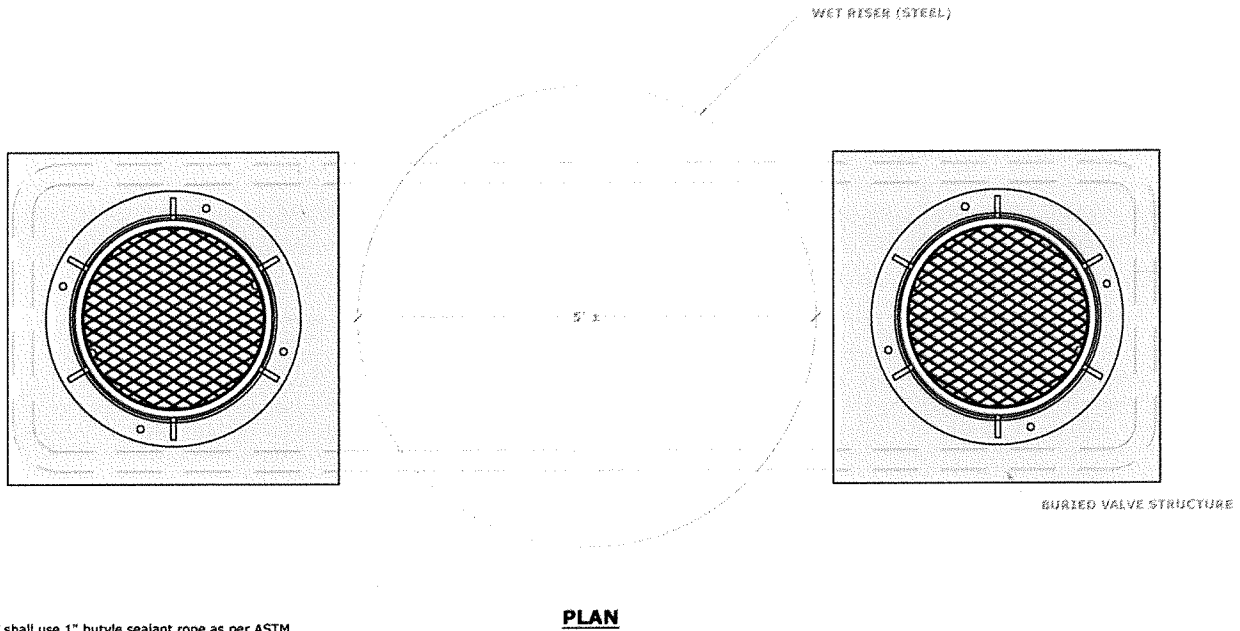
**RECOMMENDED:**  
By: Matthew Hawer  
Engineer (if required)  
Title: Project Engineer  
Date: 9/9/2020

**ACCEPTED:**  
By: \_\_\_\_\_  
Owner (Authorized)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACCEPTED:**  
By: Tony Wendel  
Contractor (Authorized)  
Title: Chief PM Officer  
Date: 9/9/20

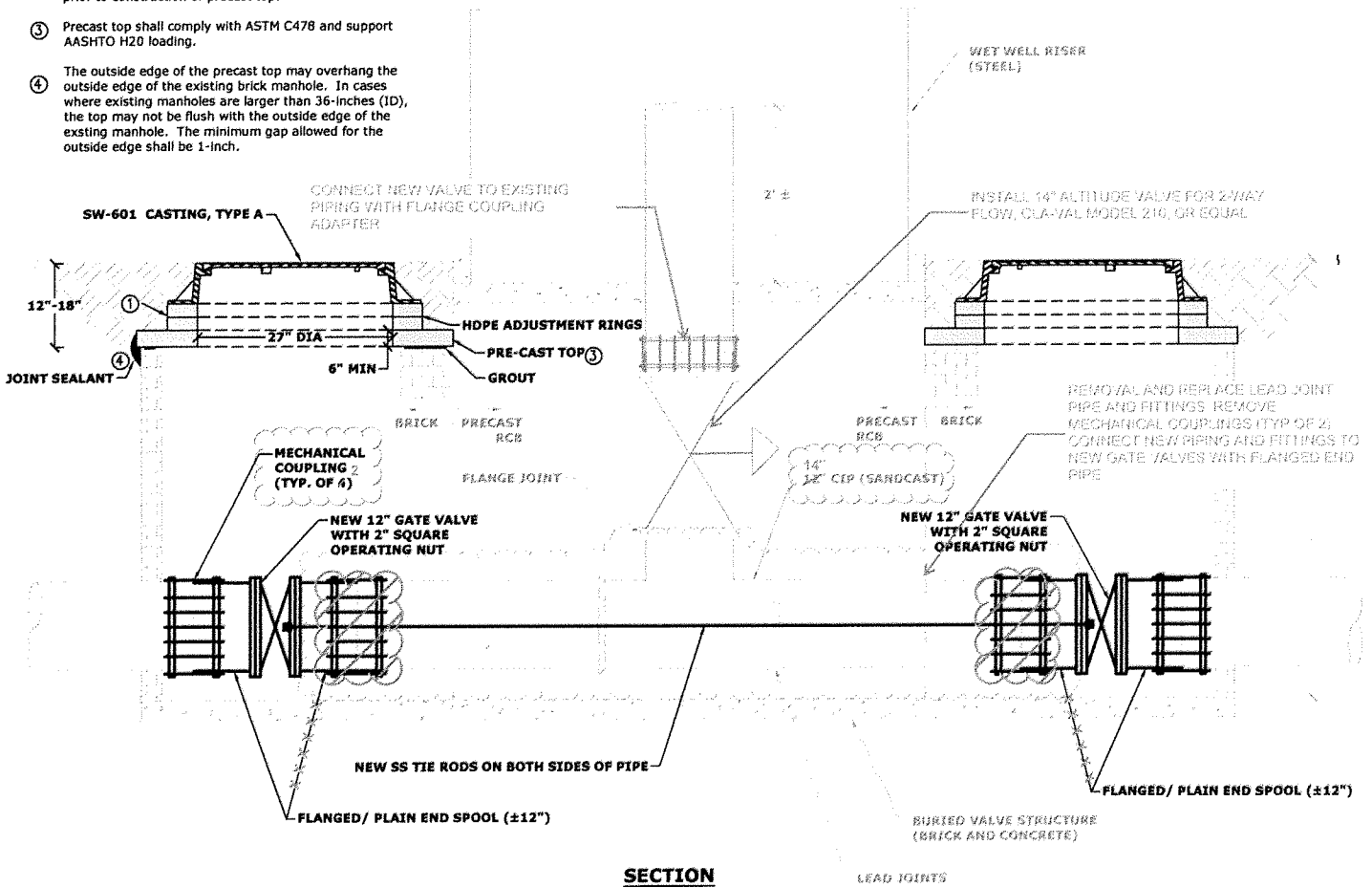
Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



**PLAN**

- ① Contractor shall use 1" butyle sealant rope as per ASTM C-990 and manufacturer's recommendations to achieve an air tight seal.
- ② Contractor shall verify existing brick manhole diameter prior to construction of precast top.
- ③ Precast top shall comply with ASTM C478 and support AASHTO H20 loading.
- ④ The outside edge of the precast top may overhang the outside edge of the existing brick manhole. In cases where existing manholes are larger than 36-inches (ID), the top may not be flush with the outside edge of the existing manhole. The minimum gap allowed for the outside edge shall be 1-inch.



**SECTION**

NOT TO SCALE



**OELWEIN WEST ELEVATED WATER TANK  
VALVE VAULT MODIFICATIONS**  
CHANGE ORDER NO. 1

FIGURE: C	
REVISION	NO. DATE
DRAWN JAK	PROJECT NO. 3406-19A DATE 1-23-2020



# Memo

**To:** Honorable Mayor & City Council,

**From:** Utility Superintendent Victor Kane

**CC:** City Administrator Dylan Mulfinger

**Reference:** City Bucket Truck

**Date:** 09/10/20

Greetings,

In 2018 the City purchased a used 2006 Ford F-550 bucket truck with 91,000 miles and A 42-foot Altec boom for \$17,000.



The amount of use this unit has seen is impressive. From tree removals to hanging flags, banners and Christmas decorations. It has become a critical piece of our fleet. Due to a recent incident the trucks boom suffered damage that quickly surpassed the units salvage cost. The City received an insurance payout of \$27,358.34.

We have located a 2007 International 4200 bucket truck with 38,000 miles and a 45-foot Altec boom. The truck has all new tires with the boom recently passing inspection. We have a tentative agreement to purchase this unit for \$27, 000. I respectfully request approval to purchase this unit.



Thank you for your time.

Victor Kane

From the Desk of  
Oelwein Utility Superintendent Victor Kane







Item 3.





<b>Price:</b>	\$28,700	<b>Condition:</b>	Great
<b>Engine Specs:</b>	VT365 IHC Turbo Diesel	<b>Engine Manufacturer:</b>	IHC
<b>Engine Type:</b>	V8 Diesel innercooled	<b>Cab:</b>	Standard
<b>Fuel Type:</b>	Diesel	<b>Horsepower:</b>	325
<b>Mileage:</b>	38455	<b>Transmission:</b>	Allison lever shift 5 Speed
<b>Engine Brake:</b>		<b>Suspension:</b>	Spring
<b>Tires:</b>	11R 22.5 6 New Tires	<b>Wheels:</b>	Budd
<b>Wheelbase:</b>	170"	<b>No. of rear axles:</b>	Single
<b>Wheelbase:</b>	170"	<b>No. of rear axles:</b>	Single
<b>Length:</b>		<b>Drive Side:</b>	Left
<b>Ratio:</b>		<b>Rear Axle Wright:</b>	17,500#
<b>Front Axle Weight:</b>	8499#	<b>Gross Vehicle Weight:</b>	25,999#
<b>Overdrive:</b>	Yes		

**Description:**Chassis: Super Clean small town REC trade 38,000 Mile 4200 IHC UNDER CDL, 6000 total hours, Tilt Wheel cruise Control A/C. 6 new Tires, Eat off the floor nice. Equipment: ALTEC TA 40 Boom, MFG 10 2006, 45' Working Height, No Outriggers! 11' Service body, Dual remote Spot Lights, Hitch & Brake Control, central lock system on body. strobe & Work Lights. A new one at 1/6th the price!



Designed by **Elegant Themes** | Powered by **WordPress**



**Steffen Truck and Equipment, Inc**

4535 Harbor Drive  
Sioux City, IA 51111  
P: (712) 279-8080 TF: (712) 279-8070  
www.NorthAmericanTruckTrailer.com

**BILL OF SALE** Item 3.

Date: 09/14/2020  
Deal#: 2020-2703 | DE-36237  
Invoice#: ST1279  
Salesperson: Mike Feathers

**-----WIRING INSTRUCTIONS-----**

**First Bank & Trust | 520 6th St | Brookings | SD | 57006-5057 | (605) 696-2265 | ABA# 091408446 | ACCT# 1100206737  
NAME: North American Truck & Trailer | (605)332-7112 | Fax (605) 367-1225**

Bill To: PROS-007158  
CITY OF OELWEIN  
20 2nd Ave SW  
Oelwein IA 50662  
Phone: (319)283-1197

Ship To:  
CITY OF OELWEIN  
20 2nd Ave SW  
Oelwein, IA 50662

Stock#	VIN#	Year	Make	Model	Odometer	Color	Price:	Amount
MPFP1292	IHTMPAFL07H389385	2007	INTERNATIONAL	4200	38800	White		\$27,000.00
							<b>Total Price</b>	<b>\$27,000.00</b>
							<b>Total</b>	<b>\$27,000.00</b> (US Dollars)

This is a cash sale. No credit is being extended to the Purchaser. This Order includes all the terms and conditions on this and subsequent pages, supersedes any prior agreement, and is the complete and exclusive statement of all terms and conditions. If this Order is for a used vehicle as defined in 16 C.F.R 455 the following Statement applies:

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT.  
INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**THE SALE AND DELIVERY OF VEHICLE SHALL NOT BE DEEMED COMPLETE UNTIL DEALER RECEIVES THE FULLY EXECUTED PURCHASE DOCUMENTS, INCLUDING WITHOUT LIMITATION, BILL OF SALE, ADDITIONAL TERMS AND CONDITIONS, VEHICLE DELIVERY RECEIPT, REPRESENTATIONS OF PURCHASER, TRADE TITLE AND ANY/ALL LIEN RELEASES (IF APPLICABLE), AND COLLECTED/CLEARED PURCHASE FUNDS.**

NOTICE TO THE PURCHASER: Do not sign this order before you have read all of the terms and conditions on ALL PAGES. You are entitled to an exact copy of the order you sign. PURCHASER ACKNOWLEDGES he as read and received a complete copy of this order and if applicable, the window form. PURCHASER CERTIFIES he is of majority age and no credit has been extended. THIS ORDER IS NOT VALID UNLESS SIGNED AS ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

**X** \_\_\_\_\_ 09/02/2020 \_\_\_\_\_ Mike Feathers  
Purchaser's Signature Date Sales Representative

\_\_\_\_\_  
Purchaser's Signature Date Manager

## ADDITIONAL TERMS AND CONDITIONS

- 1). **DEFINITION OF TERMS:** As used in this Order there terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
- 2). **PRICE REVISION:** in the event the price to Dealer of the motor vehicle ordered by Purchaser is changed by the manufacturer prior to delivery to Purchaser, Dealer has the right to accordingly change the cash delivered price to Purchaser, provided that if Purchaser does not agree with such price change Purchaser may cancel this Order. If a used vehicle has been traded in as a part of the consideration for the vehicle purchased by Purchaser, such trade-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer the amount received therefor less a selling commission of 15% and any expense (for storing, insuring, conditioning, or advertising such vehicle for sale) shall be returned to Purchaser
- 3). **REAPPRAISAL OF TRADED-IN VEHICLE:** If a vehicle has been traded in as a part of the consideration for the vehicle ordered by Purchaser and such vehicle is not delivered to Dealer until delivery to purchaser of the vehicle purchased by Purchaser, such traded-in vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefor shown on the face of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to delivery of the vehicle ordered hereunder to the Purchaser and surrender of the traded-in vehicle to Dealer.
- 4). **FAILURE OR REFUSAL TO ACCEPT DELIVERY:** Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any deposit made by Purchaser, and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
- 5). **CHANGES BY MANUFACTURER OF THE SERIES AND BODY TYPE:** In the event of a change by Manufacturer in design, chassis, accessories or parts thereof of the series and body type ordered by Purchaser, Dealer shall have no obligation to Purchaser to make the same or any similar change in any vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
- 6). **PURCHASER'S WARRANTY OF TITLE:** Purchaser agrees to deliver to Dealer satisfactory evidence of title to any motor vehicle traded in as a part of the consideration for the motor vehicle ordered herein at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all lien and encumbrances except as otherwise noted herein.
- 7). **FAILURE OR DELAY OF DELIVERY:** Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

## INITIALS

- 8). **TRADE TITLE(S):** If dealer doesn't receive trade title(s) within 29 days from date of contract, under South Dakota law, dealer will not release title(s) to purchased vehicle until trade title(s) are received.
- 9). It is agreed that any dispute arising pursuant to or in relation to the Purchase Order for a Motor Vehicle hereunder shall be venued in the County of Minnehaha, Second Judicial Circuit, State of South Dakota, and that this agreement may be pled as a bar to any proceeding commenced in different venue. PURCHASER agrees that in the event litigation is commenced against the Seller hereunder that the Seller shall be entitled to recoup its expenses incurred in defending said action, including reasonable attorney fees and costs, in the event Seller is successful in defending said action.

All titles and MSO's will be held for 15 business days unless we have collected funds (i.e. wire transfer).  
No exceptions to this policy. The customer signature below acknowledges this policy.

Purchaser hereby acknowledges that the tightening and clamping force of all nuts, bolts, clamps and other types of fasteners are maintenance items and are NOT covered by warranty, either OEM or Seller.

- 10). **DISCLAIMER OF WARRANTY:** The dealer expressly disclaims all warranties, either express or implied. INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The dealer may provide the purchaser with a separate writing in which the dealer expressly agrees to assume certain obligations which obligations shall not be expanded beyond the terms of such separate writing. The dealer is not a party to any manufacturers' warranty and neither assumes nor authorized any other person to assume for the dealer any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the dealer any consequential damages, damages to property, damages from loss of use, loss of profits or income, or any other incidental damages. Purchaser acknowledges being so informed in writing prior to sale.

CUSTOMER SIGNATURE \_\_\_\_\_



**Steffen Truck and Equipment, Inc**

4535 Harbor Drive  
Sioux City, IA 51111  
P: (712) 279-8080 TF: (712) 279-8070  
www.NorthAmericanTruckTrailer.com

Date: 09/02/2020  
Deal#: DE-36237  
Invoice#: ST1279  
Salesperson: Mike Feathers

Item 3.

First Bank & Trust | 520 6th St | Brookings | SD | 57006-5057 | (605) 696-2265 | ABA# 091408446 | ACCT# 1100206737

**TRUCK DELIVERY RECEIPT**

INVOICE NUMBER: **ST1279**

STOCK#	YEAR	MAKE	MODEL	VIN
MPFP1292	2007	INTERNATIONAL	4200	IHTMPAFL07H389385

**Received the above described unit in good condition. Undersigned assumes all responsibility and risk of loss or damage.**

DATE: 09/02/2020

CUSTOMER REPRESENTATIVE:  \_\_\_\_\_

CUSTOMER NAME: CITY OF OELWEIN

ADDRESS: 20 2nd Ave SW

CITY, STATE ZIP: Oelwein IA 50662

Steffen Truck and Equipment, Inc

4535 Harbor Drive

Sioux City, IA 51111

REPRESENTATIONS OF PURCHASER

1. The PURCHASER represents and warrants that he/she/it is purchasing a piece/piece(s) of new or used equipment as more fully set forth in the Purchase Order for a Motor Vehicle dated September, 2nd, 2020 and entered into herewith.

Vehicle Info:

STOCK# MPFP1292

YEAR 2007

MAKE INTERNATIONAL

MODEL 4200

VIN# IHTMPAFL07H389385

2. The PURCHASER represents and warrants that he/she/it has read the purchase agreement and specifically acknowledges that the item(s) of equipment being purchased hereunder are being sold WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. The PURCHASER acknowledges and agrees that no representations, warranties or guaranties have been made to he/she/it by the sales person or any employee or agent of the Seller hereunder regarding the equipment whatsoever. The PURCHASER agrees that this equipment is being sold in its "AS IS" condition unless specifically stated in Section 4 and 5 below.

4. If there have been any warranties, representations or guaranties by the sales person or any other employee, agent or representative of the Seller they must be stated here:

Warranties or Representation made pursuant to this sale are as follows:

a. \_\_\_\_\_

b.  NONE. IF NO WARRANTIES OR REPRESENTATIONS HAVE BEEN MADE PURCHASER MUST INITIAL AS SUCH HERE \_\_\_\_\_

5. Unless the PURCHASER has separate documents evidencing the purchase of extended warranties, the vehicle or equipment is sold without any express or implied warranties by the Seller. If the PURCHASER bought any extended warranties, these warranties are a separate contract between the PURCHASER and a separate and unrelated third party vendor.

6. Currently some states require that trucks be CARB certified. This certification must come from the truck manufacturer and must be ordered at the time the new truck is ordered. Only new trucks qualify for CARB certification. All new trucks that are CARB certified must have a "CARB Certification" sticker displayed on the truck as installed by the truck manufacturer. If you new truck is CARB certified and the certification sticker is removed for ANY REASON after the truck leaves the dealership, then the PURCHASER agrees not to hold the Seller liable for any cost incurred in replacing the CARB sticker. In other words, the PURCHASER agrees to be 100% responsible for the cost of any replacement CARB sticker.

7. GAP Insurance: The PURCHASER hereby acknowledges and agrees that he/she/it was offered GAP insurance and declined to purchase the same, except if the PURCHASER entered into a separate agreement purchasing GAP insurance.



- 8. Glider kits: If the Purchase Order is for a glider kit (not a complete chassis), the PURCHASER hereby agrees to and acknowledges the following very IMPORTANT points:
    - a. The PURCHASER agrees to inspect all kits and report all missing parts within the time period allowed by the Manufacturer (i.e. Kenworth, etc.), otherwise, the PURCHASER agrees to waive any and all future claims for missing parts.
    - b. The PURCHASER acknowledges and agrees that the Seller is treating this transaction as a parts sale, unless it is a complete chassis, and is subject to sales tax and not federal excise tax.
  - c. The PURCHASER acknowledges that he/she/it has been informed that the finished or partially finished (glider kit) product may be subject to Federal Excise Tax. The PURCHASER agrees to reimburse and indemnify the Seller for any and all Federal Excise Taxes, interest and penalties that maybe assessed by the appropriate governmental agency (i.e. Internal Revenue Service) against the Seller regarding the sale of this glider kit, now and in the future. The Seller recommends that the PURCHASER contact their own tax professional regarding the Federal Excise Tax rules and how they might apply to this transaction.
  - d. The PURCHASER hereby acknowledges that they have been advised of the following risk:
    - i. At times, there may be difference between the cost of a completed glider kit and the PURCHASER'S insurance coverage. Therefore, the PURCHASER should contact their insurance company and review any risk.
    - ii. Generally the value of a completed glider kit is worth less than the value on a comparable manufacturer built vehicle. Therefore, the PURCHASER hereby acknowledges that a future valuation variance may exist and they agree to assume said risk.
9. It is agreed that any dispute arising pursuant to or in relation to the Purchase Order for a Motor Vehicle hereunder shall be venued in the County of Minnehaha, Second Judicial Circuit, State of South Dakota, and that this agreement may be pled as a bar to any proceeding commenced in different venue. PURCHASER agrees that in the event litigation is commenced against the Seller hereunder that the Seller shall be entitled to recoup its expenses incurred in defending said action, including reasonable attorney fees and costs, in the event Seller is successful in defending said action.

All titles and MSO's will be held for 15 business days unless we have collected funds(i.e. wire transfer). No exceptions to this policy. The customer signature below acknowledges this policy.

Purchaser hereby acknowledges that the tightening and clamping force of all nuts, bolts, clamps and other types of fasteners are maintenance items and are NOT covered by warranty, either OEM or Seller.

Purchaser hereby acknowledges and agrees that (i) the vehicles or equipment purchased hereunder may be equipped with used tires or unused but aged tires, and that used or aged tires may fail in use, causing loss of vehicle control and personal injury or death; (ii) Seller has made no representations, warranties or guaranties regarding the age of the tires their useful life or safety.

SD Residents		
SSC#	Fed Tax ID#	Drivers License #
_____	_____	_____

Signed and Agreed to on this 2nd day of September 2020.

**Steffen Truck and Equipment, Inc**

By Mike Feathers  
Salesman or Seller's Agent

**CITY OF OELWEIN**

By \_\_\_\_\_  
**PURCHASER'S Signature**

By \_\_\_\_\_  
**CO-PURCHASER'S Signature**

**This is Task Order No. 7120-20A, consisting of 2 pages.**

**Task Order**

---

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated September 15, 2008 ("Agreement"), Owner and Engineer agree as follows:

**Specific Project Data**

**A. Title: FEMA Mapping Consultation**

**B. Description:** FEMA is in the early stages of revising the Effective Flood Insurance Rate Map (FIRM) in the City of Oelwein. The preliminary FEMA maps shows an increase in the 100-yr flood zone that will require several homeowners and downtown business to purchase yearly flood insurance. The goal of the project is for FOX to investigate potential errors in the map and/or flood model to remove as many properties from the special flood hazard area as possible. FOX will complete a topographic survey of the FEMA cross section areas, compare cross sections, and investigate the flood model for errors.

**1. Services of Engineer - Basic Services of Engineer shall be as per Exhibit A except as modified below:**

**a. A1.01 (Study and Report Phase) – As per exhibit A, but with the following additions:**

- (1) FOX will obtain the hydraulic models developed by FEMA.
- (2) FOX will perform a field topographic survey to verify the FEMA cross section data is correct.
- (3) FOX will investigate the FEMA flood model for potential errors. FOX will NOT be performing a detailed study; rather we will attempt to verify that the model was created per the generally approved engineering practices.
- (4) FOX will have meetings with IDNR Floodplains and FEMA to review or findings. FOX will not be attending any council meetings unless requested by the Owner.

**b. A1.02 (Preliminary Design Phase) – This scope of services is not included with this Task Order.**

**c. A1.03 (Final Design Phase) – This scope of services is not included with this Task Order.**

**d. A1.04 (Bidding Phase) - This scope of services is not included with this Task Order.**

**e. A1.05 (Construction Phase) - This scope of services is not included with this Task Order.**

**f. Part 2 (Additional Services) - This scope of services is not included with this Task Order.**

**2. Owner's Responsibilities - As per Exhibit B.**

**3. Times for Rendering Services -** Engineer and Owner are aware that there are factors outside the Engineer’s control that may affect the Engineer’s schedule for completing the services to be provided under this Agreement. The Engineer shall perform these services with reasonable diligence and expediency consistent with sound professional services. The Study & Report Phase will be completed within 45 days of the signed acceptance of this agreement.

**4. Payments to Engineer - As per Exhibit C and as follows:**

Phase	(Hourly/Lump Sum)*	Amount
Study & Report Phase	Hourly Estimated	\$5,750
Meeting	Hourly Estimated	\$1,000

- 5. **Engineer's Consultants** - None
- 6. **Other Modifications to Master Agreement** - None
- 7. **Attachments** – None
- 8. **Documents Incorporated By Reference** - None

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, 2020.

**Engineer**

John Gade 8/31/2020  
 Signature Date

John Gade, P.E.  
 Name

Project Manager  
 Title

**Designated Representative for Task Order:**

John Gade, P.E.  
 Name

Project Manager  
 Title

414 S 17<sup>th</sup> Street (Suite 107)  
Ames, IA 50010  
 Address

jmg@foxeng.com  
 E-Mail Address

515-233-0000  
 Phone

**Owner**

\_\_\_\_\_  
 Signature Date

Dylan Mulfinger  
 Name

City Administrator  
 Title

**Designated Representative for Task Order:**

Dylan Mulfinger  
 Name

City Administrator  
 Title

20 2nd Ave SW, Oelwein, IA 50662  
 Address

DMulfinger@cityofuelwein.org  
 E-Mail Address

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