



PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

MEMORANDUM

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

SUBJECT: Maintenance of City owned lots

The park and cemetery department has been taking care of all the empty lots and properties that the city has acquired over recent years. The number of lots the city had in 2016 when I started this position was 8 properties. This number has increased steadily to currently include 47 properties throughout the entire community. We feel the time has come to outsource this work so that the Park Department can concentrate on making the parks and cemeteries look their very best. This request is to send an RFP to all the local area lawn maintenance vendors for quotes to maintain these properties. The proposal will include the mowing, trimming, and picking up any garbage/tree debris during warm months plus snow removal of sidewalks during winter months on the list of properties provided. The Community Development department will maintain the list of city properties and provide any changes to the contractor. This would be an incredible relief to unburden this department of this responsibility and appreciate your consideration.

Joshua Johnson MA
Oelwein Park Superintendent





PROPOSAL FOR CITY LOT MAINTENANCE/SIDEWALK SNOW AND ICE ABATEMENT

Section One

Description of work

- The City currently owns 47 lots within City limits to be maintained. The number of properties can fluctuate, Community Development will provide update property list as needed.
- The Contractor will provide proof of insurance to the city annually on July 1.
- 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:

Mowing

- City lots will be mowed and trimmed on an as needed basis with a grass length that will not exceed 3" throughout the year.
- All debris from City lots will be picked up and discarded on a regular basis, this includes sticks, branches, leaves, etc.
- Any yard debris may be discarded at the city yard waste site.
- The entire property including street right of way will be maintained at all times.

Snow and Ice Removal

- All snow will be removed from all City sidewalks on the current property list within 24 hours of the last snowfall.
- A clean walkable path defined by community development will be maintained throughout winter months.
- Sidewalks parallel to the street and approaches to the street will be cleared of snow and ice every time.
- The contractor remains responsible for continuous removal of snow/ice from the walks and not just after a snowfall event, (I.e. drifting after initial removal remains a contractor responsibility).

Sidewalk Snow Abatement

- Community development will provide the contractor with a list of properties that have had 24 hours' notice to clear their sidewalk.
- Said contractor will take pictures of the sidewalk before and after snow/ice removal. The pictures shall include the address or landmark that identifies the property.
- Snow/Ice removal will include the sidewalks parallel to the roadways and include sidewalk aprons that lead to the street. This does not include driveways or sidewalks to any structures.
- Once snow/ice is removed, notification will be given to community development of cleared sidewalks.

Section Two

Payment

City will pay contractor _____ monthly payable for 12 months of coverage. 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 individually while under contract with City. Contractor to supply all tools, equipment, vehicles, insurance, safety equipment and gear.

Section Four

Liability

The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. Contractor will carry, for the duration of this contract, public liability insurance in an amount acceptable to City. Contractor agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this contract.

Section Five

Duration

The parties hereto contemplate this contract to commence on _____ and shall terminate on _____.

Section Six

Miscellaneous

1. Parties agree the venue for all disputes is Fayette County, Iowa and the choice of law is Iowa law.
2. In the event of litigation, if successful, the city may recover the costs of litigation from the contractor.

Contractor

City of Oelwein

By _____

By _____
Mayor Brett DeVore

By _____
City Administrator Dylan Mulfinger



SECTION 14-93. CLEARING SNOW, ICE AND ACCUMULATIONS. 1. It shall be the duty of a property owner to keep sidewalks abutting its property clear of accumulations of snow or ice. If the owner fails to do so within twenty-four hours after such snow or ice is accumulated, the City shall notify the property owner or resident that the natural accumulations of snow or ice must be removed within twenty-four hours. If the accumulation of snow and ice is not removed within said twenty-four hours, then the City may have the accumulations of snow and ice removed without further notice. The notice required by this subparagraph shall be attempted by personal contact, if practical. Alternatively, notice will be deemed completed by posting written notice on the premises. (Ord. No. 867, 5-11- 92.)



Lawncare Contractors found in the area:

Scheel Professional Lawn Care

Kyle Scheel
22514 40th Street
Fairbank, IA. 50629
kyle@scheelsprolawn.com

Performance Lawn Care

Benji Irvine
Po Box 28
Oelwein IA.
319-283-0216
perflawn@outlook.com

McKeeman Bro's lawn Care

9 Hillside Drive West
Oelwein, Ia. 50662
319-284-0934

Robert Newton

906 W. Charles St.
Oelwein IA. 50662
319-283-5779

Don/Patricia Waters

4652 Unicorn Road
Oelwein, IA. 50662
319-638-5584

Emerald Dreams Lawn Care LLC

Matt Flower
316 9th Ave SW
Oelwein, IA. 50662
479-799-2893

TNT Lawncare Care Specialist

Tim Buckman
23 5th Ave NW
Oelwein, IA. 50662

Randy's Lawn Care

randykaunejr@gmail.com
319-283-0331



List of Currently owned City lots

SW

• 208 8 th Ave	+Lot to the south	East
• 815 4 th Ave		None
• 307 7 th Ave		West
• 618 2 nd Ave.		East
• 613 2 nd Ave.		East
• 956 S Fred	Sinclair station	East
• 964 S Frederick Ave.	Empty lot	East
• 12 1 st Ave.	Piano factory	East
• 122 5 th Ave		East
• 516 4 th St.		None
• 702 3 rd Ave		East and North
• 22 7 th St.		North and West
• 407 3 rd St.		South

14 lots

Sidewalk

SE

• 608 1 st Ave	East
• 120 3rd Street	North and East
• 133 3rd Ave	West
• 418 7 th Ave	None
• 34 5 th Ave	East
• 541 4 th Ave	West and South
• 531 3 rd Ave	West – driveway to the N

7 lots

Sidewalk

NE

• 517 N. Frederick Ave	West
• 602 2nd Ave	South and East
• 921 2nd Ave	None
• 219 Lincoln Drive	South
• 123 6 th Ave	West

5 lots

Sidewalk



List of Currently owned City lots Continued

NW

- 523 1st St.
- 119 West Charles
- 14 2nd Ave
- 20 2nd Ave
- 24 2nd Ave
- 102 2nd Ave
- 112 2nd Ave
- 145 2nd Ave
- 149 2nd Ave
- 202 4th Ave
- 206 4th Ave.
- 210 4th Ave.
- 205 3rd Street
- 118 3rd St.
- 322 N Frederick
- 124 7th Ave + lot behind to 8th Ave.
- 516 1st Ave
- 217 4th Ave
- 303 2nd St.
- 218 3rd Ave

21 lots

47 Lots total

Sidewalk

South
South
East
East Drive to the north/ south lot sold
East
East
West
West
East
East
East
South and East
North
North and East
East
East
West
East/South to alley
East