



MEMORANDUM

TO: Oelwein City Council

FROM: David Kral

DATE: July 7, 2022

SUBJECT: Home Rehabilitation Revolving Loan Fund Application

Upper Explorerland Regional Planning Commission has reviewed and vetted Ammon Morgan's application for the Home Rehabilitation Program for 105 4th Ave SE. The Community Development Department has reviewed and recommends approval of the application and requests that a motion be made to approve the loan for the full \$15,000.00 requested.





City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

CONTRACTOR CONTRACT

OWNER(S), hereinafter referred to as the "OWNER"

Name: Ammon Morgan

Address: 105 4th Ave. SE, Oelwein, IA 50662

Phone # 801-822-1586

Contractor: Roger Tegeler Construction, hereinafter referred to as the "CONTRACTOR"

Address: 270 Main St. E, Maynard, IA 50655

Phone # 319-238-0910

NOTICE TO PROCEED

The OWNER is qualified for a 1% loan with no match.

Based on the estimate you provided of \$2725.00 your match amount will be \$0. This will be collected prior to the project beginning. The CITY OF OELWEIN will lend you \$2725.00 for the labor and materials to install new basement stairs and add handrail, add beam with posts, install new front door project. Payments on this amount will begin at project completion and will be set up for a 5-year period. Your monthly payment based on the initial estimate is \$46.58. This is subject to change if the project amount changes. In addition, you will be responsible for any charges that exceed CITY OF OELWEIN's allotted money.

Your CONTRACTOR will be notified to commence work in accordance with the CITY OF OELWEIN on or about July 5, 2022.

The CONTRACTOR shall satisfactorily complete the work within 120 calendar days from the date the OWNER signed the contract. If the work is not completed within this time frame the construction agreement will be null and void and no payment would be forthcoming from the CITY OF OELWEIN program unless a change order is approved for a time extension.

PAYMENTS

Payment will not be made to the contractor until the project has been completed. No partial payments will occur.

CONTRACTOR LIABILITY INSURANCE



City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

The CONTRACTOR shall be required to provide a Certificate of Liability Insurance to UERPC prior to commencement of work. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to UERPC.

PERMITS & LICENSING

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the execution of the work and labor to be performed, and the CONTRACTOR shall meet all local licensing requirements. *Plumbers and Electricians must be licensed with the state as well.*

MODIFICATIONS

CONTRACTOR shall not assign or modify their estimate without written consent from the OWNER and UERPC. Such a request shall be addressed to UERPC and OWNER. Only modifications approved by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by UERPC will be accepted. Any changes made to the estimate without obtaining such approval shall be the CONTRACTOR'S liability.

DAMAGE CLAIMS

The CONTRACTOR will defend, indemnify and hold harmless the OWNER, UERPC and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract. Should there be any damage to the OWNER'S property or belongings because of work being performed by the CONTRACTOR and/or his/her subcontractors during the course of the project it will be between the OWNER and the CONTRACTOR to settle.

CONSTRUCTION AGREEMENT

Contractor shall perform all work in accordance with the estimate that was provided to the homeowner and the CITY OF OELWEIN Program Administrator. The Homeowner and the Contractor are the interpreters of the estimate. When this contract is signed by all parties the homeowner is certifying they understand the scope of work to be performed.

Nothing contained herein shall establish the CITY OF OELWEIN in this contract as other than a grantor of funds with the authority to review and inspect the work to ensure work and materials have been completed in accordance with the estimate. The CITY OF OELWEIN administrator will not inspect to determine deficiencies in workmanship or materials. By signing this contract it is agreed that the



City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

OWNER and CONTRACTOR will hold harmless the CITY OF OELWEIN program and Upper Explorerland Regional Planning Commission.

PROHIBITED INDUCEMENT

The CONTRACTOR and the subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.

CONTRACT PRECEDENCE

The OWNER shall release all monies due the CONTRACTOR for work satisfactorily performed under this Contract regardless of any problem, complaint or dissatisfaction with work or materials contracted for, either orally or in writing, outside the scope of this document.

Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the CITY OF OELWEIN Program Administrator shall not become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside of this Contract.

LEAD-BASED PAINT HAZARD REDUCTION

Lead safe work practices are required for all work that disturbs a painted surface on any structure built prior to 1978. The CONTRACTOR, or his/her employees or subcontractors, who work on a home built prior to 1978 must have received lead safe work practices training and provide a certificate of completion to the Community's Program Administrator.

If project is subcontracted – State Registration, Liability Insurance and LSR Certification (if pre-1978 home) are required to be provided prior to starting project.

CONTINUED



City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

The undersigned agree to all provisions of this Contract.

CONTRACTOR

Officer's _____

Signature

Date _____

Homeowner

Signature

Date 07/07/22

Homeowner

Signature

Date 07/07/22

CITY OF OELWEIN Program Administrator

Reps Signature

Date 7/7/22



City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

CONTRACTOR CONTRACT

OWNER(S), hereinafter referred to as the "OWNER"

Name: Amon Morgan
Address: 105 4th Ave. SE, Oelwein, IA 50662
Phone #: 801-822-1586

Contractor: RetroFoam of Iowa, hereinafter referred to as the "CONTRACTOR"
Address: PO Box 4231, Waterloo, IA 50707
Phone #: 877-791-3626

NOTICE TO PROCEED

The OWNER is qualified for a 1% loan with no match.

Based on the estimate you provided of \$4233.99 your match amount will be \$0. This will be collected prior to the project beginning. The CITY OF OELWEIN will lend you \$4233.99 for the spray foam insulation project. Payments on this amount will begin at project completion and will be set up for a 5-year period. Your monthly payment based on the initial estimate is \$72.37. This is subject to change if the project amount changes. In addition, you will be responsible for any charges that exceed CITY OF OELWEIN's allotted money.

Your CONTRACTOR will be notified to commence work in accordance with the CITY OF OELWEIN on or about July 5, 2022.

The CONTRACTOR shall satisfactorily complete the work within 120 calendar days from the date the OWNER signed the contract. If the work is not completed within this time frame the construction agreement will be null and void and no payment would be forthcoming from the CITY OF OELWEIN program unless a change order is approved for a time extension.

PAYMENTS

Payment will not be made to the contractor until the project has been completed. No partial payments will occur.

CONTRACTOR LIABILITY INSURANCE



City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

The CONTRACTOR shall be required to provide a Certificate of Liability Insurance to UERPC prior to commencement of work. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to UERPC.

PERMITS & LICENSING

The CONTRACTOR shall obtain and pay for all permits and licenses necessary for the execution of the work and labor to be performed, and the CONTRACTOR shall meet all local licensing requirements. *Plumbers and Electricians must be licensed with the state as well.*

MODIFICATIONS

CONTRACTOR shall not assign or modify their estimate without written consent from the OWNER and UERPC. Such a request shall be addressed to UERPC and OWNER. Only modifications approved by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by UERPC will be accepted. Any changes made to the estimate without obtaining such approval shall be the CONTRACTOR'S liability.

DAMAGE CLAIMS

The CONTRACTOR will defend, indemnify and hold harmless the OWNER, UERPC and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract. Should there be any damage to the OWNER'S property or belongings because of work being performed by the CONTRACTOR and/or his/her subcontractors during the course of the project it will be between the OWNER and the CONTRACTOR to settle.

CONSTRUCTION AGREEMENT

Contractor shall perform all work in accordance with the estimate that was provided to the homeowner and the CITY OF OELWEIN Program Administrator. The Homeowner and the Contractor are the interpreters of the estimate. When this contract is signed by all parties the homeowner is certifying they understand the scope of work to be performed.

Nothing contained herein shall establish the CITY OF OELWEIN in this contract as other than a grantor of funds with the authority to review and inspect the work to ensure work and materials have been completed in accordance with the estimate. The CITY OF OELWEIN administrator will not inspect to determine deficiencies in workmanship or materials. By signing this contract it is agreed that the



City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

OWNER and CONTRACTOR will hold harmless the CITY OF OELWEIN program and Upper Explorerland Regional Planning Commission.

PROHIBITED INDUCEMENT

The CONTRACTOR and the subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.

CONTRACT PRECEDENCE

The OWNER shall release all monies due the CONTRACTOR for work satisfactorily performed under this Contract regardless of any problem, complaint or dissatisfaction with work or materials contracted for, either orally or in writing, outside the scope of this document.

Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the CITY OF OELWEIN Program Administrator shall not become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside of this Contract.

LEAD-BASED PAINT HAZARD REDUCTION

Lead safe work practices are required for all work that disturbs a painted surface on any structure built prior to 1978. The CONTRACTOR, or his/her employees or subcontractors, who work on a home built prior to 1978 must have received lead safe work practices training and provide a certificate of completion to the Community's Program Administrator.

If project is subcontracted – State Registration, Liability Insurance and LSR Certification (if pre-1978 home) are required to be provided prior to starting project.

CONTINUED



City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

The undersigned agree to all provisions of this Contract.

CONTRACTOR

Officer's

Jeff Smith

Jeffrey D Smith

Signature

Date 7/5/2022

Homeowner

Signature

[Signature]

Date 07/05/22

Homeowner

Signature

[Signature]

Date 07/05/22

CITY OF OELWEIN Program Administrator

Reps Signature

Dyl Melf

Date 7/7/2022



City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

CONTRACTOR CONTRACT

OWNER(S), hereinafter referred to as the "OWNER"

Name: Ammon Morgan

Address: 105 4th Ave. SE, Oelwein, IA 50662

Phone # 801-822-1586

Contractor: Johnson Plumbing and Heating hereinafter referred to as the "CONTRACTOR"

Address: 914 5th Ave. NE, Oelwein, IA 50662

Phone # 319-334-2631

NOTICE TO PROCEED

The OWNER is qualified for a 1% loan with no match.

Based on the estimate you provided of \$8870.00 your match amount will be \$0. This will be collected prior to the project beginning. The CITY OF OELWEIN will lend you \$8870.00 for the replace furnace and air conditioning unit project. Payments on this amount will begin at project completion and will be set up for a 5-year period. Your monthly payment based on the initial estimate is \$151.62 This is subject to change if the project amount changes. In addition, you will be responsible for any charges that exceed CITY OF OELWEIN's allotted money.

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City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

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City of Oelwein

Owner Occupied Home Rehabilitation Revolving Loan Fund

The undersigned agree to all provisions of this Contract.

CONTRACTOR

Officer's

[Signature]

Signature

Date 7-6-22

Homeowner

Signature

[Signature]

Date 07/05/22

Homeowner

Signature

[Signature]

Date 07/05/22

CITY OF OELWEIN Program Administrator

Reps Signature

[Signature]

Date 7/7/2022