



Agenda

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

April 13, 2026
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Matt Weber

Council Members: Tony Cannon, Anthony Ricchio, Lynda Payne, Jason Gearhart, Renee Cantrell

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Proclamation

- [1.](#) Arbor Day Proclamation.

Citizens Public Comments - See Guidelines for Public Comments Below

- [A.](#) Public Comment Policy.

Consent Agenda

- [1.](#) Consideration of a motion approving the March 23, 2026 minutes.
- [2.](#) Consideration of a resolution approving Change Order No. 2 in the amount of \$990.00 to Baker Enterprises, Inc. for the Oelwein Trails Segment 2.
- [3.](#) Consideration of a resolution approving Pay Application No. 3 in the amount of \$25,843.80 to Baker Enterprises, Inc. for the Oelwein Trails Segment 2.
- [4.](#) Consideration of a resolution amending the engineering services agreement with AECOM for the OLZ Rehabilitate T-Hangar Taxi lanes project in the amount of \$9,500.00.

Public Hearing

- [5.](#) Public Hearing for the proposed City Budget for the Fiscal Year 2027 (2026-2027) on April 13, 2026 at 6:00 PM at the Oelwein City Council Chambers.

Ordinances

- [6.](#) Consideration of an ordinance amending, Chapter 6, Article IV, Oelwein Airport Board, Section 6-103 Meeting and Minutes of the Code of Ordinances of the City of Oelwein, Iowa. - Third and Final Reading.

- [7.](#) Consideration of an ordinance amending Chapter 19 – Animal and Fowl - Sections 19-0.5 through 19-39 Related to Animal and Fowl. - Second Reading.

Resolutions

- [8.](#) Consideration of a resolution approving the FY2027 budget.
- [9.](#) Consideration of a resolution approving an emergency repair for a manhole on 4th St and 7th Ave SW in the amount of \$80,000.00.
- [10.](#) Consideration of a resolution approving the repair of the Under-Ground Tank Monitor System by Dicks Petroleum to the city's fuel storage system in the amount of \$16,643.72.
- [11.](#) Consideration of a resolution approving the demolition assistance application to Jason Hartsock for 1015 1st Ave SE in the amount of \$3,250.00.
- [12.](#) Consideration of a resolution reducing the price of bulk items stickers for Oelwein residents to \$10.00 as part of the annual large item cleanup program.

Motions

- [13.](#) Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise and Economic Development Committee on the Hotel Motel request from the Compost Disposal Service.

Council Updates

Mayor's Report

- A. Consideration of a motion reappointing Robin Eick to the Civil Service Commission.
- B. Consideration of a motion reappointing Connie Jorgenson to the Park and Rec Commission.

City Administrator's Report

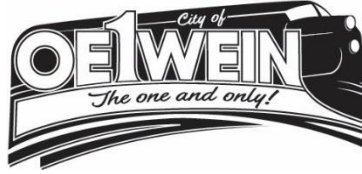
- [A.](#) City Administrator.

Adjournment

- [B.](#) 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

City of Oelwein



Office of The Mayor

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF OELWEIN, IOWA

Proclamation

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world.

Now, Therefore, I, Brett DeVore, Mayor of the City of Oelwein, Iowa, do hereby proclaim April 24th, 2026, as

ARBOR DAY

In Oelwein, Iowa, and call upon all of our citizenry to support this import event.

In Testimony Whereof, I have hereunto subscribed my name and caused the Seal of the City of Oelwein, Iowa, to be affixed. Done at Oelwein, this 13th day of April in the year of our Lord Two Thousand Twenty-Six.

Mayor



Public Comment Policy
 Oelwein Guidelines for Public Participation during City Council Meetings
 Adopted by Council Resolution 5495-2023

1. Regular City Council Meetings “Public Comments” on non-agenda items.
 - a. The first opportunity for public comment is listed on the agenda as “Public Comments”. This time is set aside for the public to address the City Council on issues not scheduled on the agenda. It is not to be confused with a public hearing, which is a formal proceeding conducted for the purpose of discussing a specific topic, such as the city budget.
 - b. Anyone wishing to address the City Council must adhere to the following “Rules of Procedure and Decorum”:
 - i. Be recognized by the Mayor or Mayor Pro Tem.
 - ii. State their name and address.
 - iii. Speak from the podium in a civil, non-argumentative and respectful manner.
 - iv. Whenever a group wishes to address the City Council on the same subject, the Mayor may request that a spokesperson be chosen by the group to avoid significant repetitive comments. Follow up comments by others that are similarly minded, should be limited to acknowledging their agreement with the comments made by the spokesperson or any other prior speaker, and not merely repeating previously made comments.
 - v. Each person wishing to speak during the public comment period shall be given three (3) minutes to share their comments.
 - vi. Speakers will be required to speak into the microphone, speak clearly and succinctly, to ensure all in attendance, in person or virtually, can clearly hear and understand what is being said.
 - vii. All remarks shall be directed to the Mayor and City Council as a body rather than to the Mayor, any particular Councilmember, or any member of the staff or audience.
 - viii. If the speaker intends to share any documents the City Council during their comments, a copy must also be provided to the City Clerk. If the speaker is reading a “statement” to the Council, it is requested that a copy of the “statement” be provided to the City Clerk so as to have a clear and accurate record of what was said.
 - ix. Speakers shall refrain from the use of profanity; language likely to incite violence or outbursts from the audience; language that is disruptive to the orderly process of the meeting; engaging in conversations with individual council members; making comments of a personal nature regarding others; shouting, yelling or screaming.
 - x. Speakers shall not continue to address the City Council once they have left the podium and will at no point address or engage in conversation with the Mayor, Council, or staff from their seat.
 - c. Other matters relevant to the Public Comment section reference topics not on the Agenda.
 - i. Should the Mayor or Council request clarifications from the speaker the Mayor, in the Mayor’s sole discretion, may provide additional time to the speaker.



- ii. The Mayor or Mayor Pro Tem, in the sole discretion of the Mayor or Mayor Pro Tem in the absence of the Mayor, may provide additional time or reduce time allowed any speaker and/or make other allowances or judgements deemed appropriate under the circumstances, in the Mayor's capacity as the presiding official.
- iii. In many cases, the speaker will be directed to meet with staff outside of the meeting to further discuss, obtain answers to questions, to resolve the issue, and/or to discuss next steps.
- iv. Other than asking a question to clarify a statement made by the speaker, Council members shall refrain from entering into a dialogue with the speaker. This portion of the agenda is not intended for a discussion or debate between the City Council and the speaker and should not be used for that purpose. Iowa Code requires public notice of all items to be considered/debated to be posted at least twenty-four (24) hours in advance of the meeting. Therefore, Council discussion or debate on a topic brought up in the public comment section would be a violation of Iowa Code.
- v. The Mayor is responsible for maintaining order and decorum and will not allow the speaker, or any other person in attendance, to make personal attacks or inflammatory comments and will, when appropriate, direct any person violating any of the rules set forth herein to be quiet, to sit down and/or return to their seat as appropriate. Failure to comply with directives of the Mayor may result in the person being asked to leave the meeting or removed from the meeting. The Mayor may call for a break or recess to allow the speaker to leave or be removed from the meeting.

2. City Council Meetings "Public Comments" on Agenda Items during the meeting

- a. The City Council meeting is designed for the City Council to discuss and make decisions on the various issues on the agenda. The procedure for introduction, consideration, and action on agenda items is as follows:
 - i. Each agenda item is introduced by the Mayor
 - ii. The Mayor asks for a staff presentation or clarification of any relevant staff report.
 - iii. If dealing with an issue tied to an applicant, the Mayor may ask for comments from the applicant.
 - iv. The Mayor will then request whether any person in attendance wished to comment on the agenda item.
 - v. After the cessation of Council debate and any other comments as appropriate, the Mayor will call for a motion and second.
 - vi. Once a motion has been made and seconded, no additional comments will be received from the public, only City Council debate, with staff input as appropriate, will occur from this point forward.
- b. The rules for addressing the City Council at the designated time during this portion of the meeting are:
 - i. The speaker must be recognized by the Mayor.
 - ii. The speaker must speak from the podium and must provide their name and address for the record.



- iii. At no time will members of the public be allowed to enter into the City Council discussion from their seat. Upon recognition by the Mayor, a person may only be allowed to speak at the podium during the City Council discussion so long as the Mayor finds the comments to be germane, necessary and/or helpful to the City Council.
 - iv. No speaker will be allowed to speak more than once on any agenda item unless clarification is requested by the City Council and permission granted by the Mayor.
 - v. When an agenda includes a “Public Hearing”, any comments from the Public will only be received during the Public Hearing, not after the Public Hearing during consideration of any action item tied to the Public Hearing discussion.
 - vi. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
3. Public Hearings
- a. When an item under consideration requires a public hearing by statute, the Mayor will open and facilitate the public hearing. Public comments will be received in the same manner, and subject to, all provisions described and set forth under Paragraph 2 of this Policy.
 - b. Reasonable limitations on the number of speakers and time allowed to speak may be imposed by the Mayor in order to keep the meeting moving.
 - c. Public hearings are held to gather data and opinions from the public to assist and facilitate the decision-making process.
 - d. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items..
4. Public Comments at Council Workshops / Work Sessions.
- a. The committee chair runs the work session. The purpose of work sessions is to allow staff to present material and for the Council to have time to discuss and consider issues in greater detail before taking action.
 - b. Public Comments:
 - i. Because the Workshop/Work Session is designed for discussion among the members of the City Council and staff, public comment is not warranted. A member of the audience may only speak should the chair recognizes a member of the public or interested party or if a Council member requests that a member of the public be recognized. If so recognized, the same rules of decorum as listed for Council meetings apply, and the chair may impose any and all other restrictions deemed appropriate in the sole discretion of the chair.
 - c. All rules set forth above in the “Public Comments” on non-agenda items section of this Policy, unless specifically excepted by the provisions of this section, shall by this reference be applicable to Public Comments on agenda items.
5. Rules of Decorum for the Audience during Council Meetings and Work Sessions
- a. Meeting attendees (the audience):



- i. Will refrain from commenting, clapping, shouting, booing, or other inappropriate and/or disruptive behavior.
 - ii. Will refrain from private conversations during meetings.
 - iii. Should not address Council members in individual conversation or make comments to individual Council members.
6. Contacting City Council Members outside of Meetings
 - a. You may contact your City Council member at any time. Their contact information is on the City's website (<https://www.cityfoelwein.org>) at the button marked Government then City Council. Phone numbers may be provided City Hall should permission be given by the elected official.



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
March 23, 2026 - 6:00 PM

Pledge of Allegiance

Call to Order Mayor DeVore called the meeting to order at 6:00 PM

Roll Call **Present:** Weber, Payne, Cantrell, Cannon, Ricchio (via speaker phone)
 Also Present: City Administrator Mulfinger, McKee, Guest Councilmember Ron Williams
 Absent: Gearhart

Additions or Deletions

A motion was made by Weber, seconded by Cantrell to adopt the agenda as presented.
All aye. Motion carried.

Employee Recognition

1. Recognition of years of service awards for the fire and police departments.
Public Safety Chief Jeremy Logan recognized the following for their years of service:

<u>Police Department</u>		<u>Fire Department</u>	
Shannon Cox	5 years	Kyle Randall	5 years
		Chris Brunscheon	5 years
		Ryan Haar	5 years
		Mike Hillman	15 years

Consent Agenda

2. Consideration of a motion approving the March 9, 2026 minutes.
3. Claims resolution in the amount of \$427,408.46.
4. Consideration of a motion approving the Class "C" Retail Alcohol License for the Columbus Club.
5. Consideration of a motion approving the Class "B" Retail Alcohol License for Kwik Star #665.
6. Consideration of a resolution authorizing temporary closure of public ways or grounds for Oelwein Fire Fighters Foundation.
Resolution No. 5873-2026 was applied to this resolution.
7. Consideration of a resolution authorizing temporary closure of public ways or grounds for Pony Express.
Resolution No. 5874-2026 was applied to this resolution.

- 8. Consideration of a resolution approves pay application no. 6 in the amount of \$407,043.42 to Taylor Construction for the 10th St. Bridge Project.

Resolution No. 5875-2026 was applied to this resolution.

- 9. Consideration of a resolution approving an expense reimbursement number five in the amount of \$43,746.57 for the Oelwein RISE Day Habilitation Center Improvements Project.

Resolution No. 5876-2026 was applied to this resolution.

A motion was made by Weber, seconded by Cantrell to adopt the consent agenda.

All aye. Motion carried.

Ordinances

- 10. Consideration of an ordinance amending, Chapter 6, Article IV, Oelwein Airport Board, Section 6-103 Meeting and Minutes of the Code of Ordinances of the City of Oelwein, Iowa. - Second Reading.

A motion was made by Weber, seconded by Cantrell to approve the second reading of an ordinance amending Chapter 6, Article IV, Oelwein Airport Board, Section 6-103 Meeting and Minutes of the Code of Ordinances of the City of Oelwein, Iowa.

Ayes: Weber, Payne, Cantrell, Cannon, Gearhart, Ricchio

Nays: None

Absent: Gearhart Motion carried.

- 11. Consideration of an ordinance amending Chapter 19 – Animal and Fowl - Sections 19-0.5 through 19-39 Related to Animal and Fowl. - First Reading.

A motion was made by Weber, seconded by Cannon to approve the first reading of an ordinance amending Chapter 19 – Animal and Fowl - Sections 19-0.5 through 19-39 Related to Animal and Fowl.

Ayes: Weber, Payne, Cantrell, Cannon, Gearhart, Ricchio

Nays: None

Absent: Gearhart Motion carried.

Resolutions

- 12. Consideration of a resolution scheduling a public hearing for the proposed City Budget for the Fiscal Year 2027 (2026-2027) for April 13, 2026 at 6:00 PM at the Oelwein City Council Chambers.

A motion was made by Weber, seconded by Cantrell to approve Resolution No. 5877-2026.

Ayes: Weber, Payne, Cantrell, Cannon, Gearhart, Ricchio

Nays: None

Absent: Gearhart Motion carried.

13. Consideration of a resolution approving city property use and street closures for the Oelwein Fire Convention September 2027 and 2028.

A motion was made by Weber, seconded by Cantrell to approve Resolution No. 5878-2026.

Ayes: Weber, Payne, Cantrell, Cannon, Gearhart, Ricchio

Nays: None

Absent: Gearhart Motion carried.

14. Consideration of a resolution formally awarding Downtown Property Forgivable Loans for building improvements provided by Tax Increment Financing.

A motion was made by Weber, seconded by Cantrell to approve Resolution No. 5879-2026.

Ayes: Weber, Payne, Cantrell, Cannon, Gearhart, Ricchio

Nays: None

Absent: Gearhart Motion carried.

15. Consideration of a resolution amending the Oelwein Fee Schedule.

A motion was made by Weber, seconded by Cantrell to approve Resolution No. 5880-2026.

Ayes: Weber, Payne, Cantrell, Cannon, Gearhart, Ricchio

Nays: None

Absent: Gearhart Motion carried.

16. Consideration of a resolution amending the Oelwein Salary Schedule.

A motion was made by Weber, seconded by Cantrell to approve Resolution No. 5881-2026.

Ayes: Weber, Payne, Cantrell, Cannon, Gearhart, Ricchio

Nays: None

Absent: Gearhart Motion carried.

17. Consideration of a resolution approving an updated project cost for the 2026 Airport Paving Project.

A motion was made by Weber, seconded by Cantrell to approve Resolution No. 5882-2026.

Ayes: Weber, Payne, Cantrell, Cannon, Gearhart, Ricchio

Nays: None

Absent: Gearhart Motion carried.

Motions

18. Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise and Economic Development Committee on the Hotel Motel request from the Fayette County Agricultural Society.

A motion was made by Cantrell, seconded by Weber to approve the recommendation from the Planning, Finance, Enterprise and Economic Development Committee in the amount of \$2,500.00 on the Hotel Motel request from the Fayette County Agricultural Society.

All aye. Motion carried.

19. Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise and Economic Development Committee on the Hotel Motel request for the Big O Weekend.

A motion was made by Weber, seconded by Cantrell to approve the recommendation from the Planning, Finance, Enterprise and Economic Development Committee in the amount of \$10,000.00 on the Hotel Motel request for the Big O Weekend.

All aye. Motion carried.

20. Consideration of a motion to approve a special event application for the Oelwein Christian Church Easter Egg Hunt.

A motion was made by Weber, seconded by Payne to approve the special event application for the Oelwein Christian Church Easter Egg Hunt. All aye. Motion carried.

Committee Reports

21. Report from Payne on the Library Board meeting minutes.

For full minutes, please visit: <https://www.oelwein.lib.ia.us/about/library-board>

Council Updates

Council member Cantrell inquired about open burning. Public Safety Chief Logan stated the dates will be posted soon but have not currently been set. Council member Cannon asked when the parks will be officially open. Parks Superintendent Johnson stated Redgate and Platt are currently open. City Park will be open soon, though is not currently.

Mayor's Report

Mayor Devore stated the county is continuing to investigate tipping fees.

City Administrator's Report

City Administrator Mulfinger stated the paving of the 10th Street Bridge is about to begin. Mulfinger stated that on Saturdays local legislators meet in Arlington to speak with constituents.

Adjournment

A motion was made by Weber, seconded by Cantrell to adjourn the meeting at 6:28 PM.

All 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 March 23, 2026 and copy of said proceedings was furnished to the Register March 25, 2026.

Dylan Mulfinger, City Administrator

RESOLUTION NO. _____-2026

RESOLUTION APPROVING CHANGE ORDER NO. 2 IN THE AMOUNT OF \$990.00 TO BAKER ENTERPRISE, INC FOR THE OELWEIN TRAILS SEGMENT 2

WHEREAS, the original contract price for this project is \$429,743.65; and

WHEREAS, the change order number 2 will cost \$990.00; and

WHEREAS, the project has been designed and administered by Fehr Graham;

WHEREAS, the contractor is Baker Enterprises, Inc.; and

Now, therefore, be it resolved by the City Council of Oelwein, Iowa approves Change Order No. 2 in the amount of \$990.00 to Baker Enterprises, Inc. for the Oelwein Trails Segment 2.

Passed and approved this 13th day of April, 2026.

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

Weber
Payne
Cantrell
Cannon
Gearhart
Ricchio

CHANGE ORDER

No.: 2

Date of Issuance: April 7, 2026 Effective Date: April 13, 2026

Owner: City of Oelwein

Contractor: Baker Enterprises, Inc.

Contract: N/A

Project: Segment 2 Trail

Owners Contract No.: N/A Engineer's Project No.: 21-1205

Engineer: Fehr Graham – Jon Biederman, PE, LSI, Senior Project Manager

You are directed to make the following changes in the Contract Documents:

Description:

See Exhibit A.

Reason for Change Order:

See Exhibit A.

Attachments: (List documents supporting change):

- 1. Exhibit A.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price

Original Contract Times

\$ 429,743.65

Complete by Dec. 5, 2025, with seeding completed by May 15, 2026

Previous Change Orders No.

Net change from previous Change Orders

0 To No. 0
\$ 0.00

N/A days

Contract Price prior to this Change Order

Contract Time prior to this Change Order

\$ 429,743.65

Complete by Dec. 5, 2025, with seeding completed by May 15, 2026

Net Increase of this Change Order

Net ~~increase (Decrease)~~ of this Change Order

\$ 990.00

N/A days or date

Contract Price with all approved Change Orders

Contract Time with all approved Change Orders

\$ 430,733.65

N/A days or date

APPROVED: City of Oelwein

ACCEPTED: Baker Enterprises, Inc.

Brett DeVore

Blake Baker

MAYOR

CONTRACTOR

By:

By:

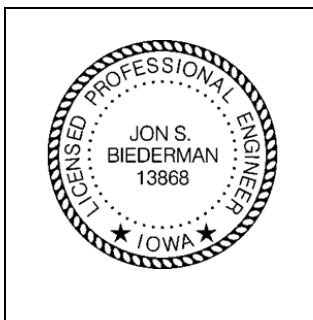
(Signature)

Blake Baker



Date

Date



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

April 7, 2026

Jon S. Biederman, PE
License Number 13868

Date

My license renewal date is December 31, 2026.
Pages covered by this seal: Change Order #2

RESOLUTION NO. _____-20226

RESOLUTION APPROVING PAY APPLICATION NO. 3 IN THE AMOUNT OF \$25,843.80 TO BAKER ENTERPRISE, INC FOR THE OELWEIN TRAILS SEGMENT 2

WHEREAS, the original contract price for this project is \$429,743.65; and

WHEREAS, the pay application number 3 will cost \$25,843.80; and

WHEREAS, the project has been designed and administered by Fehr Graham;

WHEREAS, the contractor is Baker Enterprises, Inc.; and

Now, therefore, be it resolved by the City Council of Oelwein, Iowa approves Pay Application No. 3 in the amount of \$25,843.80 to Baker Enterprises, Inc. for the Oelwein Trails Segment 2

Passed and approved this 13th day of April, 2026.

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

Weber
Payne
Cantrell
Cannon
Gearhart
Ricchio

PARTIAL PAY ESTIMATE NUMBER THREE
 SEGMENT 2 TRAIL, OELWEIN, IOWA
 PROJECT NUMBER 21-1205

Name of Contractor: Baker Enterprises, Inc 2504 East Bremer Avenue Waverly, Iowa 50677					Name of Owner: City of Oelwein 20 2nd Avenue SW Oelwein, Iowa 50662					
Date of Completion: Original: By December 5, 2025, with seeding completed by May 15, 2026 Revised:				Amount of Contract: Original: \$ 429,743.65 Revised: \$ 430,733.65 Through: Change Order 2			Dates of Estimate: From: March 27, 2026 Through: March 27, 2026			
Item	Code	Description	BID Quantity	CO Quantity	Unit	Unit Price	This Period		Total To Date	
							Quantity	Amount	Quantity	Amount
BID ITEMS										
1	2010-C	CLEARING AND GRUBBING	1		LS	\$ 25,750.00		\$ -	1	\$ 25,750.00
2	2010-E	EXCAVATION, CLASS 10	2400		CY	\$ 12.00		\$ -	2400	\$ 28,800.00
3	2010-G	SUBGRADE PREPARATION	2838		SY	\$ 1.50		\$ -	2838	\$ 4,257.00
4	2010-H	GRANULAR STABILIZATION	200		TON	\$ 20.00		\$ -	97.86	\$ 1,957.20
5	2010-J	SUBBASE, MODIFIED, 6" THICK	2838		SY	\$ 7.30		\$ -	2838	\$ 20,717.40
6	2010-K-1	REMOVAL OF STRUCTURE, PCC STAIRS	2		EA	\$ 300.00		\$ -	2	\$ 600.00
7	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 12" DIA.	16		LF	\$ 65.00		\$ -	16	\$ 1,040.00
8	4030-A-1	PIPE CULVERT, TRENCHED, RC ARCH, 51"X31" DIA.	32		LF	\$ 265.00		\$ -	32	\$ 8,480.00
9	4030-B	PIPE APRON, RCP, 12" DIA.	2		EA	\$ 1,095.00		\$ -	2	\$ 2,190.00
10	4030-B	PIPE APRON, RC ARCH, 51"X31"	2		EA	\$ 3,325.00		\$ -	2	\$ 6,650.00
11	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 51"X31"	2		EA	\$ 625.00		\$ -	2	\$ 1,250.00
12	5020-999-A	FIRE HYDRANT RELOCATION	1		EA	\$ 4,150.00		\$ -	1	\$ 4,150.00
13*	7030-A-1	REMOVAL OF SIDEWALK	560	580	SY	\$ 6.50		\$ -	580	\$ 3,770.00
14	7030-A-3	REMOVAL OF DRIVEWAY, PCC	28		SY	\$ 13.50		\$ -	28	\$ 378.00
15	7030-B	REMOVAL OF CURB	10		LF	\$ 45.00		\$ -	10	\$ 450.00
16*	7030-C	SHARED USE PATH, PCC, 6" THICK. 8' WIDE	1917	1937	SY	\$ 49.50	40	\$ 1,980.00	1937	\$ 95,881.50
17	7030-C	SHARED USE PATH, PCC, 6" THICK REINFORCED. 8' WIDE	28		SY	\$ 84.00	7	\$ 588.00	28	\$ 2,352.00
18	7030-E	SIDEWALK, PCC, 5" THICK.	27		SY	\$ 60.00		\$ -	27	\$ 1,620.00
19	7030-G	DETECTABLE WARNING	122		SF	\$ 49.00	64	\$ 3,136.00	122	\$ 5,978.00

Item	Code	Description	BID Quantity	CO Quantity	Unit	Unit Price	This Period		Total To Date	
							Quantity	Amount	Quantity	Amount
20	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK REINFORCED	117		SY	\$ 78.50		\$ -		\$ -
21	7030-H-1	DRIVEWAY, PAVED, PCC, 8" THICK	225		SY	\$ 84.00	225	\$ 18,900.00	225	\$ 18,900.00
22	7030-H-3	DRIVEWAY, CLASS A ROAD STONE, 12" THICK	100		TON	\$ 20.00		\$ -	84.28	\$ 1,685.60
23	7030-999-A	REMOVAL & SALVAGE OF DRIVEWAY, CLASS A CRUSHED STONE	340		SY	\$ 2.50	170	\$ 425.00	340	\$ 850.00
24	7040-A	FULL DEPTH PATCHES, PCC	16		SY	\$ 165.00		\$ -		\$ -
25	7040-999-A	POURED CONCRETE WALL REMOVAL	1		LS	\$ 2,450.00		\$ -	1	\$ 2,450.00
26	8030-A	TEMPORARY TRAFFIC CONTROL	1		LS	\$ 3,500.00	0.05	\$ 175.00	0.9	\$ 3,150.00
27	8040-A	TRAFFIC SIGNS AND POSTS, TRAIL, FURNISH AND INSTALL	30		EA	\$ 283.00		\$ -		\$ -
28	8040-I	REMOVE AND REINSTALL TRAFFIC SIGNS	2		EA	\$ 400.00		\$ -		\$ -
29	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 1 PERMANENT LAWN MIX)	1.2		AC	\$ 3,750.00		\$ -		\$ -
30	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 4 URBAN TEMPORARY EROSION CONTROL MIXTURE)	1.2		AC	\$ 3,095.00		\$ -	0.18	\$ 557.10
31	9040-E	TEMPORARY RECP, (TYPE) 2C	885		SY	\$ 1.25		\$ -		\$ -
32	9040-J	RIP RAP, CLASS E	500		TON	\$ 39.00		\$ -	374.01	\$ 14,586.39
33	9040-F-1	WATTLE, INSTALLATION	110		LF	\$ 2.95		\$ -		\$ -
34	9040-F-1	WATTLE, REMOVAL	110		LF	\$ 1.00		\$ -		\$ -
35	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	890		LF	\$ 1.85		\$ -	612	\$ 1,132.20
36	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	890		LF	\$ 0.25		\$ -		\$ -
37	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	890		LF	\$ 0.65		\$ -		\$ -
38	9040-O-2	TRACK-OUT CONTROL	50		TON	\$ 25.00		\$ -	50	\$ 1,250.00
39	9040-T-1	INLET PROTECTION DEVICE, WATTLES	1		EA	\$ 85.00		\$ -		\$ -
40	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	1		EA	\$ 85.00		\$ -		\$ -
41	9080-A	CONCRETE STEPS, TYPE B	29.2		SF	\$ 140.00		\$ -		\$ -
42	9080-B	HANDRAIL	11		LF	\$ 175.00		\$ -		\$ -
43	9999-A	BOLLARD, 6" DIA. STEEL, REMOVABLE	2		EA	\$ 1,000.00	2	\$ 2,000.00	2	\$ 2,000.00
44	11,020-A	MOBILIZATION	1		LS	\$ 11,650.00		\$ -	1	\$ 11,650.00
45	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE WITH EXPRESS ABUTMENTS	1		EA	\$ 110,950.00		\$ -	1	\$ 110,950.00
TOTAL BID ITEMS								\$ 27,204.00		\$ 385,432.39

*Modified by Change Order

PARTIAL PAY ESTIMATE NUMBER THREE
SEGMENT 2 TRAIL, OELWEIN, IOWA
PROJECT NUMBER 21-1205

This Period	Retainer 5.00%	Total to Date
\$ 27,204.00	Amount Earned	\$ 385,432.39
\$ 1,360.20	Amount Retained	\$ 19,271.62
XXXXXXXXXXXXXXXXXXXX	Previous Payments	\$ 340,316.97
\$ 25,843.80	Amount Due	\$ 25,843.80

Estimated Percent of Job Completed 89.48%

Is Contractor's Construction Progress on Schedule? Yes

Submitted By:

 Baker Enterprises, In.c

Approved By:

 City of Oelwein

By: Blake Baker Date: 04/07/2026

 Blake Baker, President

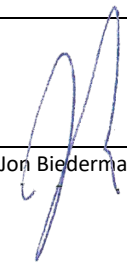


By: _____ Date: _____
 Brett DeVore, Mayor

Recommended By:

 Fehr Graham

By: _____ Date: _____
 Dylan Mulfinger, City Administrator

By:  Date: 04/07/2026

 Jon Biederman, PE, LSI, Senior Project Manager

RESOLUTION NO. _____-2026

RESOLUTION AMENDING THE ENGINEERING SERVICES AGREEMENT WITH AECOM FOR THE OLZ REHABILITATE T-HANGAR TAXI LANES PROJECT IN THE AMOUNT OF \$9,500.00.

WHEREAS, the original project called for an overlay, but core samples showed this was not viable; and

WHEREAS, the new removal and replacement project has increased the engineering agreement by \$9,500; and

WHEREAS, the total bill for engineering services is now \$65,100;

NOW, THEREFORE, BE IT RESOLVED by the city council of Oelwein, Iowa amend the engineering services agreement with AECOM for the OLZ Rehabilitate T-Hangar Taxi lanes project in the amount of \$9,500.00.

Passed and approved by the City Council of the City of Oelwein, Iowa this 13th day of April, 2026.

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

- Ricchio
- Weber
- Payne
- Cantrell
- Cannon
- Gearhart

Attest:

Dylan Mulfinger, City Administrator

REHABILITATE T-HANGAR TAXILANES

OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA
FAA AIP 3-19-0094-016-2026

AMENDMENT NUMBER 1

Project Description - The project is described in the agreement for the above-referenced project dated November 24, 2025.

Scope of Services – See Attached Exhibit A, Scope of Services.

Compensation

Compensation for the Scope of Services will be on a cost-plus fixed fee basis in accordance with Part VI of the original agreement and shall be integrated with the fees in the original agreement. The total compensation for the Scope of Services is a not-to-exceed fee of Nine Thousand Five Hundred Dollars (\$9,500.00) and will not be exceeded without authorization from the Client. The updated agreement total not-to-exceed fee is Sixty-Five Thousand One Hundred Dollars (\$65,100).

General Conditions

Except as specifically amended by this Individual Project Agreement, Services shall be provided in accordance with the Professional Services Agreement for the Oelwein Municipal Airport, entered between AECOM Technical Services, Inc. (“ATS”) and the City of Oelwein (“Client”) dated January 17, 2022.

APPROVED:
CITY OF OELWEIN, IOWA

APPROVED:
AECOM TECHNICAL SERVICES, INC.

By _____
Brett DeVore, Mayor

By Michelle M. Sweeney
Michelle M. Sweeney, PE, PTOE
Associate Vice President

Date _____

Date 4/2/2026

REHABILITATE T-HANGAR TAXILANES

OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA
FAA AIP 3-19-0067-016-2026

EXHIBIT A SCOPE OF SERVICES

I. Project Description

The project will evaluate the T-Hangar Taxilane system on the west side of the aircraft parking apron to determine if reconstruction or rehabilitation of these taxilanes is required. The system consists of a 20-foot-wide section of taxilane extending approximately 435 feet westerly from the aircraft parking apron and two connecting taxilanes extending northerly approximately 640 feet from the east/west section of taxilane pavement. The east/west taxilane pavement and section of north/south taxilane pavements are asphalt pavements with low range of Pavement Condition Index (PCI) values. The most northerly sections of the taxilanes are concrete pavements with good range for PCI values.

Geotechnical investigations completed during the design process found unsuitable materials and pavement conditions that required reconstruction instead of rehabilitation. FAA requires compliance with the FAA Advisory Circulars for the pavement geometrics completed as part of a reconstruction project and does not require this for rehabilitation projects.

It is anticipated that design and construction of this project will be funded in part with federal funds received through the above listed Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

The Scope of Services below outlines the additional work due to the reconstruction of the taxilanes to meet FAA requirements.

II. Scope of Services

The additional work to be performed by AECOM Technical Services, Inc. (ATS) shall encompass and include work, services, materials, equipment and supplies necessary to provide preform pavement designs, complete life cycle cost analysis, develop final plans, and develop specifications. Work is divided into the following tasks:

1. Field Survey. This task will be completed by ATS. This task consists of additional field survey to collect the following topographic information for the revised geometric layout for the project:
 - Topographic Survey of approximately 25 feet beyond the limits of the survey completed as part of the original scope for this project.
2. Pavement Design and Life Cycle Cost Analysis. This task consists of reconstruction recommendations for the taxiway pavement designs, and preparation of the final pavement design forms (generated from the FAA's pavement design software FAARFIELD, version 2.1.1) for the project. Alternative pavement designs will be completed for rigid and flexible pavement sections. Life cycle costing will evaluate each alternative to determine the most economic pavement section to use for reconstruction of the taxiway pavement.
3. Preparation of Design Plans. This task consists of the revisions of the final design plans for this project to incorporate the revised typical sections, geometric layout and

grading and drainage plans that were completed as part of the original scope of services.

- 1) Typical Sections
 - 2) Geometric Layout
 - 3) Grading and Drainage Plan
4. Project Manual. This task consists of the preparation of additional specification sections to the project manual for the project. The technical specifications and corresponding contract documents will be in compliance with Advisory Circular (AC) 150/5370-10H.
5. Design Administration. This task consists of office administration and coordination of the project. Interoffice meetings, general day-to-day administrative responsibilities, and typing of interoffice memoranda and minutes of meetings are included in this task.

L:\Secure_DCS\Administration\AGREE\SUPPLEV\OLZ Taxilanes Amendment No. 1.docx

Rehabilitate T-Hangar Taxilanes

Oelwein Municipal Airport
Oelwein, Iowa

FAA AIP 3-19-0067-016-2026

Engineering Services

Consultant Cost Summary

I. Direct Labor Cost

<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>	
Senior Professional	2	\$110.36	\$220.72	
Project Professional II	6	\$85.45	\$512.70	
Project Professional I	0	\$75.90	\$0.00	
Staff Professional	12	\$58.30	\$699.60	
Professional II	0	\$43.35	\$0.00	
Professional I	28	\$37.55	\$1,051.40	
CADD Operator II	0	\$39.90	\$0.00	
CADD Operator I	24	\$24.80	\$595.20	
Senior Technician	8	\$46.85	\$374.80	
Technician	0	\$28.70	\$0.00	
Project Support	0	\$44.80	\$0.00	\$3,454.42
	80			

II. Payroll Burden and Overhead Costs 121.28% \$4,189.52

III. Direct Project Expenses

<u>Category</u>	<u>Units</u>	<u>Rate/Unit</u>	<u>Amount</u>	
Mileage	200	0.725	145.00	
Per Diem	0	51.00	0.00	
Lodging	0	110.00	0.00	
B/W Copies	0	0.06	0.00	
Color Copies	0	0.22	0.00	
Plan Copier	0	0.50	0.00	
EDM Equipment	4	15.00	60.00	
GPS Equipment	1	15.00	15.00	
Miscellaneous, Other			500.00	\$720.00

IV. AECOM Estimated Actual Costs
Rounded \$8,363.94
\$8,400.00

V. Subcontract Expense

Terracon - Geotechnical Investigation \$0.00

VI. Estimated Actual Costs \$8,400.00

VII. Fixed Fee (15% of Items I & II) Rounded \$1,100.00

VIII. Maximum Amount Payable \$9,500.00

Rehabilitate T-Hangar Taxi lanes

**Oelwein Municipal Airport
Oelwein, Iowa**

FAA AIP 3-19-0067-016-2026

Engineering Services

Staff Hour Estimate

Item No.	Description	Senior Prof	Project Prof II	Project Prof I	Staff Prof	Prof II	Prof I	CADD Operator II	CADD Operator I	Senior Technician	Technician	Project Support	Totals
1	Field Survey				2					8			10
2	Pavement Design and Life Cycle Cost Analysis				8		4						12
3	Preparation of Design Plans												0
	Typical Sections						4		8				12
	Geometric Layout						4		8				12
	Grading and Drainage Plan		2		2		16		8				28
4	Project Manual		4										4
5	Design Administration	2											2
	Total Design Services	2	6	0	12	0	28	0	24	8	0	0	80



FAA Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (Issued on December 29, 2025)

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CURRENT CHANGES

Item	Changes
<p>Editorial updates made to the May 24, 2023 version (effective December 29, 2025)</p>	<p>Updates were made mainly to address:</p> <ul style="list-style-type: none"> -2024 FAA Reauthorization Act provisions -2 CFR Part 200 – <i>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i> -Recently issued Executive Orders, some of which rescinded prior Executive Orders <p>Provisions removed are:</p> <ul style="list-style-type: none"> -A2: Affirmative Action Requirement -A16: Equal Employment Opportunity (EEO) -A19: Prohibition of Segregated Facilities <p>Title VI section updated DBE section updated Buy American Preference section updated</p> <p>Provision added (A26): Prohibition of Covered Unmanned Aircraft Systems (UAS)</p>
<p>Editorial update made to the January 23, 2023 version (effective May 24, 2023)</p>	<p>The link on page 35 was updated to reflect changes to the Department of Labor website.</p>
<p>Editorial updates made to the November 17, 2022 version (effective January 23, 2023)</p>	<p>Pages 7, 16, 19, 20, 25, and 42 of Appendix A were edited to correct grammatical mistakes, update internal document links, and correct the name of the Title VI List of Pertinent Nondiscrimination Acts and Authorities.</p>

CONTRACT GUIDANCE

1. Purpose of this Document

- a) The purpose of this document is to establish a convenient resource for Sponsors that consolidates Federal contract provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program (AIP) and Infrastructure Investment and Jobs Act (IIJA) grant programs. The source of requirements addressed within this document are identified within the section for each individual clause.
- b) **While this document is intended to assist Sponsors with their compliance efforts, it does not alter or modify the terms of any applicable statute or regulation, is not a substitute for reading the regulation and the applicability matrix, and each corresponding document section, nor does it constitute legal advice.**
- c) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- d) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- e) Terminology:
 - i. The term **“Sponsor”** is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a “recipient” of federal assistance when receiving AIP or other FAA grant funds.
 - ii. The term **“Owner”** of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
 - iii. For purposes of determining requirements for contract provisions, the term **“contract”** includes professional services, and subcontracts and supplier contracts such as purchase orders.
 - iv. The term **“contractor”** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
 - v. The term **“bid”** is understood to mean a bid, an offer, or a proposal.
 - vi. The term **“applicant”** means a bidder, offeror, or proposer for a contract.

2. Sponsor Actions

In general, Sponsor’s actions consistent with obligations:

- a) Include in its procurements the provisions that are applicable to its project.
- b) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A Sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- c) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a Sponsor must use.
 - i. Mandatory Language – Whenever a clause or provision has mandatory text, the Sponsor must incorporate the text of the provision without change, except where specific adaptive input is necessary (e.g., such as the Sponsor’s name).
 - ii. No Mandatory Language – For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some Sponsors may have standard procurement language that is equivalent to those federal provisions. In these cases, Sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.
- d) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).
- e) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.
- f) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.
- g) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

3. Typical Procurement Steps

The typical procurement steps in a project are:

- 1) Solicitation, Request for Bids, or Request for Proposals – This step is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications, and related project documents.
- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates, reviews, and evaluates all proposals for bid responsiveness and bidder responsibility.

- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.
- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement with bidder to perform services or provide goods.

4. Applicability Matrix for Contract Provisions

[Table 1](#) Matrix summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the Sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the Sponsor may incorporate references in the solicitation in lieu of including the entire text.

Sponsors are responsible for reviewing both the Matrix and each corresponding section to determine applicability of specific contract provisions.

Meaning of cell values in table below:

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD – Provision the Sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Breach of Contract	\$350,000	NIS	REQD	REQD	REQD	REQD	n/a
Buy American Preferences	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) Construction	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) Equipment/Building Projects	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
Civil Rights – General	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
Civil Rights - Title VI Assurances	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(6) List – Pertinent Authorities	\$0	NIS	REQD	REQD	REQD	REQD	REQD
Clean Air/Water Pollution Control	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
Contract Work Hours and Safety Standards	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
Copeland Anti-Kickback	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
Davis Bacon Requirements	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
Debarment and Suspension	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
Disadvantaged Business Enterprise	\$0 ¹	REQD	REQD	REQD	REQD	REQD	n/a
Distracted Driving	\$15,000	NIS	REQD	REQD	REQD	REQD	n/a
Domestic Preferences for Procurements	\$0	NIS	REQD	REQD	REQD	REQD	Info
Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD	Info
Foreign Trade Restriction	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a
Lobbying Federal Employees	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
Occupational Safety and Health Act	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	\$0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition of Covered Unmanned Aircraft Systems (UAS)	\$0	REQD	REQD	REQD	REQD	REQD	n/a
Recovered Materials	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
Right to Inventions	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Termination of Contract	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Veteran’s Preference	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

Airport Concessions Notes:

1. Language relative to solicitation for airport concessions does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.

¹ Under 49 CFR §§ 26.13(b) and 26.21, any sponsor with more than \$250,000 in total contracting opportunities in 1 year must incorporate required language in each contract, regardless of the particular contract’s dollar value.

2. Sponsors must include the appropriate Civil Rights – Title VI language in their solicitation notices when they seek proposals for concessions, and in the resulting contracts.
3. For concessions agreements, use the column for Non-AIP contracts. See 49 CFR Part 23 for definitions, requirements, and clauses related to concessions and the Airport Concessions Disadvantaged Business Enterprise (ACDBE) program.

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.334 requires a Sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.337 establishes that Sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy applies these requirements to the Sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The Sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the Sponsor prefers to use different language, the Sponsor's language must fully satisfy the requirements of 2 CFR §§ 200.334 and 200.337.

A1.3 MODEL CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

A2.1 SOURCE

2 CFR Part 200, Appendix II(A)

A2.2 APPLICABILITY

This provision requires Sponsors to incorporate administrative, contractual or legal remedies in the event that a contractor violates or breaches contract terms. The Sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$350,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR Part 200. Select either “contractor” or “consultant” as applicable.

A2.3 MODEL CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the **[Contractor / Consultant]** or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide **[Contractor / Consultant]** written notice that describes the nature of the breach and corrective actions the **[Contractor / Consultant]** must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the **[Contractor / Consultant]** must correct the breach. Owner may proceed with termination of the contract if the **[Contractor / Consultant]** fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

A3.1 SOURCE

Title 49 U.S.C. § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*
Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

A3.2 APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 U.S.C. § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 U.S.C. requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest.
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment procured, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Infrastructure Investment and Jobs Act (IIJA), Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Infrastructure Investment and Jobs Act (IIJA) (P. L. No. 117-58), BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- 2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade, and which does not remain as part of the project.

Note: Section 768 of the FAA Reauthorization Act of 2024 (Public Law 118-63), which became effective on May 16, 2024, establishes specific requirements for the procurement of certain rolling stock using FAA grant funds. The provision prohibits airports from using Federal financial assistance to procure buses or rail car vehicles rolling stock from covered entities.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2024 requires that all approved waivers must be posted to the FAA’s website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provisions – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully comply with 49 U.S.C. § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

A3.3 MODEL SOLICITATION CLAUSES

A3.3.1 Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,² U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

² Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

A3.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A3.3.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (ü) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A4 CIVIL RIGHTS - GENERAL

A4.1 SOURCE

49 U.S.C. § 47123

A4.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

Contract Types – The General Civil Rights Provisions found in 49 U.S.C. § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all Sponsor contracts *regardless* of funding source.

Use of Provision – MANDATORY TEXT. Each contract must include two civil rights provisions. The first general clause must be included in all contracts, lease agreements, or transfer agreements. An additional specific provision must be included; the applicable text is based on whether the contract is a general contract or whether the contract is a lease or transfer agreement. The Sponsor must incorporate the text of the General Clause and the appropriate Specific Clause without modification into the contract, lease, or transfer agreement.

The required clauses for each type of contact are summarized in the table below:

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
General Clause that is used for all contracts, lease agreements and transfer agreements	Every contract or agreement regardless of funding source.	A4.3.1
Specific Clause that is used for general contract agreements	This applies to all contracts that do not involve property agreements. It applies to all contracts not covered by A5.3.3 regardless of funding source.	A4.3.2
Specific Clause that is used for lease agreements and transfer agreements	This applies to all property agreements such leases of concession space in a terminal and leases where a physical portion of the airport is transferred for use. It applies to all contracts not covered by A5.3.2 regardless of funding source.	A4.3.3

A4.3 MANDATORY CONTRACT CLAUSES

A4.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A4.3.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A4.3.3 Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

A5.1 SOURCE

49 U.S.C. § 47123

FAA Order 1400.11

A5.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation Order DOT 1050.2, *Standard Title VI Assurances and Nondiscrimination Provisions*, effective April 24, 2013. These assurances require that the Recipient (the Sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

A5.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice – <ul style="list-style-type: none"> • Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(d) of the Airport Sponsors Assurances 	1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations regardless of funding source ; and 2) All Sponsor proposals for negotiated agreements regardless of funding source .	A5.3.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
<p>Title VI List of Pertinent Nondiscrimination Acts and Authorities</p> <ul style="list-style-type: none"> Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30(e)(2) of the Airport Sponsor Assurances 	<p>Insert this list in every contract or agreement, unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence.</p> <p>This list can only be omitted if the FAA has determined that the contractor or company is already subject to substantively identical nondiscrimination requirements.</p>	<p>A5.4.1</p> <p>List must be included in all applicable contracts.</p>
<p>Title VI Clauses for Compliance with Nondiscrimination Requirements</p> <ul style="list-style-type: none"> Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses <p>Assurance 30(e)(1) of the Airport Sponsor Assurances</p>	<p>Insert this clause in every contract or agreement, unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence.</p> <p>It has been determined that service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements must include this clause.</p>	<p>A5.4.2</p> <p>Clause must be included in all applicable contracts.</p>
<p>Title VI Required Clause for Property Interests Transferred from the United States</p> <ul style="list-style-type: none"> Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30e.3 of the Airport Sponsor Assurances 	<p>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.</p> <p>This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract.</p>	<p>A5.4.3</p>

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
<p>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</p> <ul style="list-style-type: none"> Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30(e)(4)(a) of the Airport Sponsor Assurances 	<p>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility. It applies to agreements not covered by A6.4.4.</p>	<p>A5.4.4</p>
<p>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</p> <ul style="list-style-type: none"> Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30(e)(4)(b) of the Airport Sponsor Assurances 	<p>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases of concession space in a terminal not covered by A6.4.3.</p>	<p>A5.4.5</p>
<ul style="list-style-type: none"> 		

A5.3 MANDATORY SOLICITATION CLAUSE

The Sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations **regardless of funding source**; and
- 2) All Sponsor proposals for negotiated agreements **regardless of funding source**.

A5.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

A5.4 MANDATORY CONTRACT CLAUSES

A5.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients,

sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

A5.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

The Sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.
- 3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

A6.1 SOURCE

2 CFR Part 200, Appendix II(G)

42 U.S.C. § 7401, et seq

33 U.S.C. § 1251, et seq

A6.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR Part 200.

A6.3 MODEL CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A7.1 SOURCE

2 CFR Part 200, Appendix II(E)

29 CFR § 5.5(b)

40 U.S.C. § 3702

40 U.S.C. § 3704

A7.2 APPLICABILITY

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 U.S.C. §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

Professional Services – This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – MANDATORY TEXT. Sponsors must incorporate this text without modification.

A7.3 MANDATORY CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 COPELAND “ANTI-KICKBACK” ACT

A8.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

A8.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g., SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 29 CFR Part 5.

A8.3 MODEL CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

A9.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

A9.2 APPLICABILITY

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g., SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Fencing Projects – Fencing projects that exceed \$2,000 must include this provision.

Use of Provision – MANDATORY TEXT. 29 CFR Part 5 establishes specific language a Sponsor must use. The Sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

A9.3 MANDATORY CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including

the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the

job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A10 DEBARMENT AND SUSPENSION

A10.1 SOURCE

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

A10.2 APPLICABILITY

The Sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally -assisted projects. The Sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, Sponsor may substitute “bidder/offeror” with “consultant.”

A10.3 MODEL BID/PROPOSAL CERTIFICATION CLAUSES

A10.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A10.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 DISADVANTAGED BUSINESS ENTERPRISE

A11.1 SOURCE

49 CFR Part 26

49 U.S.C. § 47113

A11.2 APPLICABILITY

A Sponsor that anticipates awarding prime contracts totaling \$250,000 or more in Federal financial assistance in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The Sponsor will also identify a 3-year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in each prime contract, and
- 3) Clause in solicitations that seek to obtain DBE participation.

Use of Provision –

1. *Solicitations with a DBE Contract Goal* – No mandatory language provided. 49 CFR §26.53 requires a Sponsor’s solicitation to address what a contractor must submit on proposed DBE participation. The language of A11.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully satisfy these requirements. The Sponsor may require the contractor’s submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility. The Sponsor’s election regarding responsiveness vs. responsibility is recorded in its approved DBE program. Special consideration and procedures apply to negotiated procurements and to projects solicited using the Design-Build approach.
2. *Solicitations without a DBE Contract Goal* – No mandatory language provided. The language of A11.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully satisfy requirements for a Sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Assurance for Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED.** Sponsors must incorporate this language if they have a DBE program on file with the FAA. This language must be included regardless of whether there is a DBE contract goal for the project. Section 26.13 of 49 CFR establishes mandatory language for contractor assurance.

The Sponsor must not modify the language. Part 26 of 49 CFR requires Sponsors ensure this clause also flows down into subcontracts (i.e., must be included verbatim in subcontracts).

4. *Prompt Payment for Contracts Covered by DBE Program* – No mandatory language provided. 49 CFR § 26.29 requires Sponsors to include a contract clause requiring prompt payment to subcontractors no later than thirty (30) days after the prime contractor receives payment from the Sponsor. The requirement applies to all subcontractors, not just DBEs. The prompt payment language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, such as a specific clause identified in the Sponsor’s approved DBE program plan, the Sponsor’s revised language must fully satisfy these requirements.
5. *Termination of DBE Subcontractors on Contracts with a DBE Contract Goal* - No mandatory language provided. 49 CFR § 26.53 prohibits unauthorized removal or replacement of DBE firms listed in response to a solicitation that had a DBE contract goal and sets forth the specific enforcement mechanism recipients must include in prime contracts. The language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement.
6. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A11.3 REQUIRED PROVISIONS

A11.3.1 Solicitation Language (Solicitations with a DBE Contract Goal)

For traditional design-bid-build projects, the decision on whether DBE information is a matter of responsiveness or responsibility is laid out in the Sponsor’s approved DBE program and the Sponsor should incorporate the applicable solicitation language accordingly. Special procedures apply in the case of negotiated procurements and for projects that follow the Design-Build method of procurement. In all cases, Sponsors should include only the applicable solicitation language from the examples below.

Bid Information Submitted as a matter of **responsiveness**:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal

- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information requirements for negotiated procurements:

In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for Design-Build projects:

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that

applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.*, replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

A11.3.2 Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A11.3.3 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause

following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A12 DISTRACTED DRIVING

A12.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A12.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at \$15,000).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully satisfy these requirements.

A12.3 MODEL CONTRACT CLAUSE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A13.1 SOURCE

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

A13.2 APPLICABILITY

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

- a) Procure or obtain,
- b) Extend or renew a contract to procure or obtain, or
- c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

Contract Types – The Sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully satisfy these requirements. Sponsor may substitute “Contractor and subcontractor” with “Consultant and sub-consultant” for professional service agreements.

A13.3 MODEL CERTIFICATION CLAUSE

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 DRUG FREE WORKPLACE REQUIREMENTS

A14.1 SOURCE

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended)

A14.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does **not** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the Sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the Sponsor level.

A14.3 CONTRACT CLAUSE

None.

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A15.1 SOURCE

29 USC § 201, et seq

2 CFR § 200.430

A15.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 USC § 201, et seq. The Sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A15.3 MODEL SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [**Contractor | Consultant**] has full responsibility to monitor compliance to the referenced statute or regulation. The [**Contractor | Consultant**] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A16.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

A16.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The Sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – MANDATORY TEXT. Appendix A to 49 CFR Part 20 prescribes language the Sponsor must use. The Sponsor must incorporate this provision without modification.

A16.3 MANDATORY CERTIFICATION CLAUSE

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A17.1 SOURCE

29 CFR Part 1910

A17.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 29 CFR Part 1910.

A17.3 MODEL CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A18 PROCUREMENT OF RECOVERED MATERIALS

A18.1 SOURCE

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

A18.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR Part 247. When acquiring items designated in the guidelines, the Sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR Part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Construction and Equipment – Include this provision in all construction and equipment projects.

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds \$10,000.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200.

A18.3 MODEL CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A19 RIGHT TO INVENTIONS

A19.1 SOURCE

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

A19.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

A19.3 MODEL CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A20 SEISMIC SAFETY

A20.1 SOURCE

49 CFR Part 41

A20.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

A20.3 MODEL CONTRACT CLAUSE

A20.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A20.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A21 TAX DELINQUENCY AND FELONY CONVICTIONS

A21.1 SOURCE

Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A21.2 APPLICABILITY

The Sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of DOT Order 4200.6.

A21.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then

notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A22 TERMINATION OF CONTRACT

A22.1 SOURCE

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A22.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the Sponsor. The provision must address the manner (i.e., notice, opportunity to cure, and effective date) by which the Sponsor’s contract will be affected and the basis for settlement (e.g., incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Convenience – No mandatory text provided. The Sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

Termination for Cause – No mandatory text provided. The Sponsor must include a clause for termination for cause (includes default). The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

Equipment, Professional Services, and Property – No mandatory text provided. The Sponsor may use their established clause language provided that it adequately addresses the intent of 2 CFR Part 200 Appendix II(B), which addresses termination for cause and for convenience.

A22.3 MODEL CONTRACT CLAUSES

A22.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A22.3.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If

Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A23 TRADE RESTRICTION CERTIFICATION

A23.1 SOURCE

49 USC § 50104

49 CFR Part 30

A23.2 APPLICABILITY

Unless waived by the Secretary of Transportation, Sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause apply to all AIP funded projects.

Use of Provision – MANDATORY TEXT. 49 CFR Part 30 prescribes the language for this model clause. The Sponsor must include this certification language in all contracts and subcontracts without modification.

A23.3 MANDATORY SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A24 VETERAN'S PREFERENCE

A24.1 SOURCE

49 USC § 47112(c)

A24.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 USC § 47112.

A24.3 MODEL CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

A25.1 SOURCE

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

A25.2 APPLICABILITY

To the greatest extent “practicable,” Sponsors must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S., including, but not limited to iron, aluminum, steel, cement, or other manufactured products.

Contract Types – Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR § 200.322.

A25.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

A26.1 SOURCE

FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936

49 U.S.C. § 44801 note

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

- 1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or
- 2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.

The term “Covered UAS” means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

- (a) The People’s Republic of China.
- (b) The Russian Federation.
- (c) The Islamic Republic of Iran.
- (d) The Democratic People’s Republic of Korea.
- (e) The Bolivarian Republic of Venezuela.
- (f) The Republic of Cuba.
- (g) Any other country the Secretary determines necessary.

A26.2 APPLICABILITY

Contract Types – the Sponsor must include this provision in all AIP-funded contracts and lower-tier contracts.

Use of Provision - No mandatory text provided. The Sponsor's language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements as appropriate.

A26.3 MODEL CONTRACT CLAUSE

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2026 - June 30, 2027

Item 5.

City of: OELWEIN

The City Council will conduct a public hearing on the proposed Budget at: Oelwein City Hall 20 2nd Avenue SW Oelwein, IA 50662 Meeting Date:
 4/13/2026 Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	20.16109
The estimated tax levy rate per \$1000 valuation on Agricultural property is	3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number (319) 283-5440	City Clerk/Finance Officer's NAME Dylan Mulfinger
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		Budget FY 2027	Re-estimated FY 2026	Actual FY 2025
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,401,746	3,181,850	3,337,458
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,401,746	3,181,850	3,337,458
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,080,000	1,062,000	1,008,068
Other City Taxes	6	1,706,511	1,703,634	1,710,122
Licenses & Permits	7	93,500	104,300	96,610
Use of Money and Property	8	501,124	498,725	476,050
Intergovernmental	9	2,045,505	2,725,653	1,633,437
Charges for Fees & Service	10	5,622,131	5,693,995	5,413,386
Special Assessments	11	35,000	35,000	34,383
Miscellaneous	12	70,450	100,600	913,998
Other Financing Sources	13	17,000	29,200	855,172
Transfers In	14	4,694,781	5,937,328	3,831,456
Total Revenues and Other Sources	15	19,267,748	21,072,285	19,310,140
Expenditures & Other Financing Uses				
Public Safety	16	2,290,159	2,321,019	2,174,238
Public Works	17	1,126,761	1,171,049	899,968
Health and Social Services	18	20,000	20,000	16,210
Culture and Recreation	19	1,115,704	1,155,613	1,058,209
Community and Economic Development	20	942,145	1,217,845	1,239,657
General Government	21	699,644	691,545	609,633
Debt Service	22	1,606,850	1,569,574	1,571,436
Capital Projects	23	1,704,130	4,139,630	2,510,294
Total Government Activities Expenditures	24	9,505,393	12,286,275	10,079,645
Business Type / Enterprises	25	5,511,012	5,418,139	5,246,424
Total ALL Expenditures	26	15,016,405	17,704,414	15,326,069
Transfers Out	27	4,694,781	5,937,328	3,831,456
Total ALL Expenditures/Transfers Out	28	19,711,186	23,641,742	19,157,525
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-443,438	-2,569,457	152,615
Beginning Fund Balance July 1	30	9,267,622	11,837,079	11,684,464
Ending Fund Balance June 30	31	8,824,184	9,267,622	11,837,079

Ordinance No. 1227

AN ORDINANCE AMENDING, CHAPTER 6, ARTICLE IV, OELWEIN AIRPORT BOARD, SECTION 6-103 MEETING AND MINUTES OF THE CODE OF ORDINANCES OF THE CITY OF OELWEIN, IOWA

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, with subsequent amendments, be amended by amending the following from Section 6-103:

Sec. 6-103. - Meeting and minutes.

The board shall hold at least one public meeting ~~each month~~ *every other month or as needed*, at such times and places as the board shall establish.

Section 2. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed.

First reading -	March 9, 2026
Second reading -	March 23, 2026
Third reading -	April 13, 2026

Passed and adopted by the City Council of the City of Oelwein, Iowa, this day of April 13, 2026.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded April 14, 2026.

First Reading on: March 9, 2026. It was moved by Weber and seconded by Gearhart that the Ordinance as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Weber	x			
Payne	x			
Cantrell	x			
Cannon	x			
Gearhart	x			
Ricchio	x			

Second Reading on March 23, 2026. It was moved by Weber and seconded Cantrell that the Ordinance as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Weber	x			
Payne	x			
Cantrell	x			
Cannon	x			
Gearhart	x			
Ricchio	x			

Third Reading on April 13, 2026. It was moved by _____ and seconded by _____ that the Ordinance as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Weber				
Payne				
Cantrell				
Cannon				
Gearhart				
Ricchio				

Ordinance No. 1228

AN ORDINANCE AMENDING CHAPTER 19 – ANIMAL AND FOWL -
SECTIONS 19-0.5 THROUGH 19-39 RELATED TO ANIMAL AND FOWL

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

SECTION 1. Chapter 19, Sections 19-0.5 through 19-39 of the Code of Ordinances of the City of Oelwein, Iowa, shall be deleted in their entirety, and replaced as follows:

Sec. 19-1. - Definitions.

For use in this Chapter, the following terms are defined:

- a. *Adequate shelter* means any shelter that allows for a cat or dog to be protected from the outside weather elements, ensures that they have room to move around, and clean dry bedding.
- b. *Animal* means all non-human species, avian, reptile or mammal.
- c. *At Large* means any licensed or unlicensed dog or cat found off the premises of their owner and not under the control of a competent person, restrained within a motor vehicle, housed in a veterinary hospital or kennel.
- d. *Cats* means both male and female animals of the feline species, whether altered or not.
- e. *Chicken* means a female or hen domesticated gallinaceous bird (*Gallus gallus domesticus*) used as a source of eggs and meat, sometimes referred to as 'Fowl'.
- f. *Dogs* means both male and female animals of the canine species, whether altered or not.
- g. *Domestic animal* means only a dog or a cat.
- h. *Enclosure* means a fence or kennel structure of at least six feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious dog. Such enclosure shall be securely enclosed and locked and designed with secure sides, top and bottom and shall be designed to prevent the animal from escaping from the enclosure. Any gates or access to the enclosure shall be self-closing and equipped with a keyed or combination locking device. Any Enclosure shall be built to be fully compliant with the City of Oelwein fence regulations
- i. *Fowl* means a female or hen domesticated gallinaceous bird (*Gallus gallus domesticus*) used as a source of eggs and meat, sometimes referred to as 'Chicken'.
- j. *Impounded* means taken into custody by the animal control officer.
Persons means a natural person or any legal entity, including but not limited to, a corporation, firm, partnership or trust.
- k. *Owner* means any person or persons, firm, association or corporation owning, keeping, sheltering or harboring a Domestic Animal.
- l. *Person(s)* means a natural person or legal entity.
- m. *Police Chief* means the Chief of Police or the chief's authorized designee.
- n. *Vicious Animal* means:
 1. Any Animal which when unprovoked, in a vicious or terrorizing manner approaches any Person or Domestic Animal in in a manner determined to be aggressive, vicious, or in a terrorizing manner, in any public place,

including but not limited to public rights of way, streets, sidewalks, parks or other public grounds or ways; or

2. Any Animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of Persons or Domestic Animals, including but not limited to an Animal that has previously attacked or bitten any Person or Domestic Animal, including those where the Person who owns, possesses or harbors said Animal should know of said propensity, tendency or disposition.
 3. Any Animal which bites, inflicts injury, assaults or otherwise attacks a Person or Domestic Animal without provocation on public or private property; or
 4. Any Animal that has been trained and/or is harbored in part for the purpose of fighting.
- o. Vicious Animal Exception* means any Animal otherwise fitting the definition of a Vicious Animal, based upon the Animal causing injury to a Person or Domestic Animal, where the injury was sustained while said Person or Domestic Animal was committing a willful trespass or other tort upon premises occupied by the Owner of the Animal, or was teasing, tormenting, abusing or assaulting the Animal or was committing or attempting to commit a crime. No Animal may be declared vicious if the Animal was protecting or defending a human being within the immediate vicinity of the Animal from an unjustified attack or assault.

Sec. 19-2. - Animals on Sidewalks.

It shall be unlawful for any Person to drive, lead or ride any Animal, other than Domestic Animals, upon any sidewalk. No Animal shall be leashed or restrained in a fixed location in a manner which allows access to the sidewalk by the Animal. Dogs must be kept on a leash when not on private property.

Sec. 19-3. - Bothersome animals.

It is unlawful for a Person to possess within the city limits of the City of Oelwein, bothersome animals such as bees, cattle, horses, goats, swine, sheep, fowl, excluding hen chickens if possessed in accordance with the City Code, and further excluding fowl kept in bird cages as a pet inside the principal dwelling as defined by Chapter 25 of the City Code, with allowable pets to never include chicken, geese, duck, and other common domestic or state protected birds, donkey, alpaca, buffalo, llama, any other domesticated livestock, or feral cats. The possession of bothersome animals within the city limits shall only be allowed for educational purposes on public school property.

1. Gerbils, hamsters, guinea pigs, rabbits, mice, exotic birds, snakes, insects, lizards, and other similar animals that are customarily sold at commercially operated pet stores and maintained as household pets in an enclosure inside a principal or accessory structure are not considered a bothersome animal, but may be excluded under other provisions of the city Code of Ordinances.

Sec. 19-4. - Running at large.

It shall be unlawful to permit any Animal, including but not limited to fowl, to run at large, whether licensed or unlicensed.

Sec. 19-5. - Actions of Animals constituting a nuisance.

1. It shall be unlawful for an Owner of a Animal to allow or permit the Animal to pass upon the private property of another, public property, or right of way, in a manner that damages, soils with feces, unless the feces are immediately collected by the Owner, or to otherwise unreasonably interfere with the use of the property by said Owner or members of the public, in the case of public property or right of way.
2. It shall be unlawful for an owner of an Animal to allow or permit such Animal to cause serious annoyance or disturbance to any Person(s) by frequent and habitual howling, yelping, barking or otherwise; or by running after or chasing Persons, bicycles, automobiles or other vehicles.

Sec. 19-6. - Fowl on premises of another.

1. It shall be unlawful for any Person to take possession and control of any fowl that may enter upon their property. In the event fowl enter upon the property of any Person, not the owner of said fowl, said Person shall immediately contact the Oelwein Police department who shall attempt to collect said fowl and remove them from said Property.

Sec. 19-7. – Impoundment – Generally - Quarantine.

1. Any animal found running at large, found staked, or tied out to graze contrary to the provisions of this chapter will be impounded and turned over to a private kennel or placed in other available suitable housing, with the Owner of the Animal to be solely responsible for all costs associated with the kenneling, placement, feeding, care, and impoundment, including fees tied to necessary medical care, vaccines where appropriate and legally required, of the Animal, with all sums to be due and payable prior to the release of the Animal to the Owner. Any Animal not claimed by the Owner in accordance with the rules of the kennel or other facility where the Animal has been placed within seven (7) days of placement, shall forfeit the right to said Animal, and said Animal shall be sold or humanely destroyed in the discretion of the Police Chief. The Owner shall be responsible for costs of destruction.
 - a. Owners of licensed Domestic Animals shall be notified within two days that upon payment of costs of impoundment, cost of food and care, and costs of vaccination if vaccination is required, the Domestic Animal will be returned to the Owner upon proper identification and proof of ownership. If the impounded licensed Domestic Animal is not recovered by its' Owner within seven (7) days after notice, the Domestic Animal shall be disposed of in a humane manner as directed by the Police Chief.
 - b. Owners of unlicensed Domestic Animals, if determinable, shall be notified within two days of said determination, that upon payment of licensing fees required by City Code, costs of impoundment, cost of food and care, and costs of vaccination if vaccination is required, the Domestic Animal will be returned to the Owner upon proper identification and proof of ownership. If the impounded Domestic Animal is not recovered by its' Owner within seven days after notice, or within fourteen (14) days from the date of impoundment if the Owner has not been identified, the Domestic Animal shall be disposed of in a humane manner as directed by the Police Chief.
2. When the Police Chief receives information that any Person or Domestic Animal has been bitten by an Animal, that any Animal is suspected of having rabies or

other disease communicable to humans or other Domestic Animal, or said Animal otherwise meets the definition of a Vicious Animal or Bothersome Animal as defined in this Code of Ordinances, then:

- a. Licensed animals with written certification of current rabies vaccination shall be ordered confined for such period of time as directed by the Police Chief necessary to determine whether the Animal possesses any communicable disease. Upon determination by the Police Chief that the Owner is not confining the Animal as directed, the animal may be impounded.
- b. Unlicensed or unvaccinated animals may be immediately apprehended and impounded by the police department, and turned over to a private kennel or placed in other available suitable housing for such period of time as directed by the Police Chief necessary to determine whether the Animal possesses any communicable disease, with the Owner of the Animal to be solely responsible for all costs associated with the kenneling, placement, feeding, care, and impoundment, including fees tied to necessary medical care, vaccines where appropriate and legally required, of the Animal, with all sums to be due and payable prior to the release of the Animal to the Owner. Any Animal not claimed by the Owner in accordance with the rules of the kennel or other facility where the Animal has been placed within seven (7) days of placement, shall forfeit the right to said Animal, and said Animal shall be sold or humanely destroyed in the discretion of the Police Chief. The Owner shall be responsible for costs of destruction.
3. Any animal found to be in violation of any provision of this Chapter may be impounded by the Police Department, and delivered to any private kennel or placed in other available suitable housing.
4. The failure of any Person harboring, keeping, or possessing any Animal to produce said Animal to the Police Chief upon direction to do so shall be punishable as a municipal infraction citation.
5. Impounded Animals shall be held for seven (7) days, after which they may be recovered by the owner upon proper identification, payment of any solely responsible for all costs associated with the kenneling, placement, feeding, care, and impoundment, including fees tied to necessary medical care, vaccines where appropriate and legally required. When an Animal has been impounded under Section 19-7(2)(a), the seven (7) day period shall be extended until such time that it has been determined that the Animal does not possess any communicable disease.
6. Impounded Animals that are not claimed within three (3) days' written notice, shall be considered abandoned and thereafter disposed of in a humane manner, including sale in accordance with Section 19-9, as directed by the Police Chief.
 - a. The failure of an Owner to claim an Animal impounded hereunder shall in no way relieve the Owner or responsibility for all costs associated with the kenneling, placement, feeding, care, and impoundment, including fees tied to necessary medical care, vaccines where appropriate and legally required, and/or to disposal of the Animal.

Sec. 19-8. Release of Animals.

1. Animals impounded and/or quarantined may be released to the Owner, only after payment of all fees and costs as required under Section 19-7, as follows:
 - a. Release to possession of the Owner without conditions.
 - b. Release to possession of the Owner with such conditions, terms and requirements, related to the release and continued possession of the Animal in the City limits, as directed by the Police Chief, deemed reasonably necessary and appropriate to ensure public safety including, but not limited to any one or more of the following:
 1. To keep the Animal confined to the Owner's property in an Enclosure or by any other means approved by the Police Chief.
 2. To require the Owner to identify the Animal by means of a special blaze orange collar.
 3. To keep the Animal securely muzzled, leashed, and under control of a Person 18 years of age or older who is physically capable of restraining the Animal when outside of any Enclosure, and to keep the dog or animal on the owner's property at all times.
 4. To require the Owner to inform by any means necessary, the postmaster, utility companies, meter readers, or other Persons who routinely come on the property of the Owner that a Vicious Animal is on the property, and to continually notify said Persons in the event of a move by Owner to another property within the City.
 5. To require the Owner to prove financial responsibility for any injury or damage which may be caused by the Animal by providing proof of insurance in the following amounts: \$5,000.00 no fault medical coverage and \$200,000.00 liability coverage, with confirmation from the insurer that the Animal in question is not excluded from coverage under the policy.
 6. To require the owner to acknowledge any conditions in writing and to further acknowledge that any violation of the conditions will result in the immediate impoundment of the Animal, without the possibility of the Animal being returned to the Owner.

Sec. 19-9. - Sale.

All impounded Animals or Fowl may be sold to the highest bidder for cash, upon giving three days' notice of the date and time of such sale by one publication in one newspaper published in the City of Oelwein, which sale shall not be less than three nor more than five days after the date of service of such notice.

Sec. 19-10. – Keeping or Harboring a Vicious animals.

1. It shall be unlawful for any Person to keep or harbor a Vicious Animal within the City limits of the City of Oelwein, unless the Vicious Animal is kept or harbored under one of the following circumstances:
 - a. On private property for the protection of person or property, provided that such Animal is located within an Enclosure or restrained by a leash

of no longer than three feet (3') of a significant strength, muzzled, and under the control of a Person of legal age capable of controlling and maintaining possession of the Animal.

- b. Used by a law enforcement or military agency
- 2. No Person shall own or harbor any Animal for the purpose of fighting, or train, torment, badger, bait or use any Animal for the purpose of causing or encouraging said Animal to unprovoked attacks upon Persons or Domestic Animals.
- 3. No Person shall possess any Vicious Animal with intent to sell or attempt to sell, breed, or buy or attempt to buy, within the City.
- 4. Enforcement of this section may be accomplished in any manner authorized by law, including an action to abate public nuisance.

Sec. 19-11. - Owner's duty.

- 1. It shall be the duty of the Owner of any Animal which has bitten or attacked a Person, or of any Person having knowledge of such bite or attack, to report the bite or attack to the Police Chief within 24 hours of the bite or attack.
- 2. Any Person required to report a bite or attack under Paragraph 1 who fails to do so may be charged with a municipal infraction.

Sec. 19-12. - Fowl on residential property.

- 1. Chicken on residential property shall abide by the following:
 - a. Be kept in an Enclosure which is fully enclosed on all sides and top.
 - 1. Four square feet of space minimum provided per chicken.
 - 2. Enclosures must be in rear yard and may occupy a max of 100 square feet of ground space.
 - 3. Enclosures shall be maintained to be aesthetically and structurally sound; and be made of weather-resistant materials.
- 2. A maximum of ten Chickens shall be allowed on a property.
- 3. Roosters are prohibited.
- 4. Enclosures must be kept in a clean, dry, odor-free, neat and sanitary condition at all times. Odors from chickens, chicken manure or other Chicken related substances shall not be perceptible beyond the boundaries of the property.
- 5. Chickens shall be provided with access to feed and clean water. The feed and water shall be unavailable to rodents, wild birds, and predators.
- 6. No Person shall keep Chickens inside a single-family dwelling unit, multi family dwelling unit(s) or rental unit.
- 7. No Chickens are allowed to run at large.
- 8. Noise from Chickens shall not be loud enough beyond the boundaries of the Owner's property to disturb any Person(s) of reasonable sensitivity.

Sec. 19-13. – Possession of Dogs and Cats - Limitations.

- 1. It shall be unlawful for more than a combined total of four cats and/or dogs to be kept, sheltered or harbored in one residential living unit, or on one non-residential use parcel of property. This restriction shall not apply to:
 - a. Kennels, pet shops, veterinary clinics or animal grooming in properly zoned zoning districts.

- b. The off-spring produced by any Domestic Animal, permitted herein, may be maintained at or in a residential dwelling with the parent animal for a period not to exceed ten weeks after birth.
 - c. An annual special permit may be granted for the keeping, sheltering or harboring of AKC recognized breeds, in numbers which exceed the limitation of this chapter, upon prior written application to the Police Chief on a form furnished by the City of Oelwein, payment as set by the City's fee schedule, non-refundable inspection fee, and a determination by the Police Chief that the applicant has the demonstrable ability to provide each animal, appropriate for the particular breed, the following:
 - 1. Proper food and water;
 - 2. Proper grooming and cleaning;
 - 3. Adequate veterinary care, including: Immunizations, parasite control and preventative health care;
 - 4. Adequate shelter that meets the following standards:
 - a. Is structurally sound, weather proof and properly ventilated with access to shade from direct sunlight and escape from exposure in inclement weather;
 - b. Sufficient space pursuant to most recent published standards of the AKC for the breed(s) sheltered with adequate freedom of movement and to allow postural and social adjustment which is maintained so as not to constitute a nuisance;
 - 5. Otherwise in compliance with the Oelwein City Code.
 - 6. All Animal shall be properly licensed in compliance with City Code licensing requirements.
 - 7. Non-compliance with this exception shall warrant immediate revocation of the annual special permit and the applicant shall not qualify for a special permit for a period of 24 months from revocation.
- 2. All structures, pens, kennels or yards wherein said animals are confined clean and devoid of vermin and free of odors arising from feces. Feces shall be collected, removed and placed in an air tight receptacle until disposed of in a sanitary manner.
 - 3. No Domestic Animal may be enclosed or fenced in the front yard of a residential dwelling and all permitted Enclosures shall be located at a minimum of 15 feet from a neighboring residential dwelling. No Domestic Animal shall be staked on bare ground in the front or side yard of a residential dwelling.
 - 4. No Domestic Animal shall be left outside unattended for more than 30 minutes when the ambient or wind chill temperature is below -20 F or when the head index exceeds 105 F as determined by any city official. This code does not apply if adequate shelter is provided for the Animal.

Sec. 19-14. - Vicious Animal Designation.

- 1. In the event the Police Chief has declared any Animal to be a Vicious Animal, the Police Chief shall notify, in writing, by personal service or certified mail, the Owner

of the Animal, that said Animal has been declared a vicious animal. The written notice shall include:

- a. Description of the Animal, to the extent possible;
- b. A description of the facts leading to the determination that the Animal is a Vicious Animal;
- c. Explanation that within five (5) days, exclusive of Saturday, Sundays and City or State recognized holidays, from the service of notice, that the Owner of the Animal shall:
 1. License the Animal with the City, and follow all other requirement of Sec. 19-15 of this Chapter of the Code of Ordinances; or
 2. Permanently remove the Animal from the City limits, providing evidence of said removal to the satisfaction of the Police Chief; or
 3. Destroy the Animal in an expeditious and humane manner, and submit evidence of said destruction to the satisfaction of the Police Chief; and
 4. Explanation that if a Vicious Animal has not been registered, removed or destroyed within five (5) days, exclusive of Saturday, Sundays and City or State recognized holidays, from the service of notice, that the Police Chief will impound the Animal, and all costs of impoundment, including necessary shots and/or medical care, or costs of destruction, shall be assessed against the Owner.
- d. Explanation that Owner shall maintain the Animal in an Enclosure from the delivery of the Vicious Animal declaration notice, until taking action under subsection three (3) above, and/or during an appeal of the Vicious Animal declaration as described in subsection 19.14(1)(e) below.
 1. No Animal declared to be a Vicious Animal shall be kept or allowed outside the dwelling of the Owner unless it is necessary for the Owner to obtain veterinary care for the Vicious Animal, to sell or give away the Vicious Animal, to comply with commands or directions of the Police Chief with respect to the Vicious Animal, or to comply with any provisions of this Chapter. In such event, the Vicious Animal shall be securely muzzled and restrained with a chain having a minimum tensile strength of 300 pounds and not exceeding three feet (3') in length, and shall be under the direct control and supervision of a Person at least eighteen (18) years of age capable of controlling the Animal.
- e. Explanation that the Owner may appeal the decision of the Police Chief by submitting a written appeal, delivered to the City Clerk's Office, located at the Oelwein City Hall, within five (5) days of delivery of the Vicious Animal notice, exclusive of Saturday, Sundays and City or State recognized holidays.
 1. The notice to advise the Owner that in the event an appeal is not timely submitted, that the right to appeal will be deemed waived and the decision of the Police Chief will be final, and the Animal will be conclusively presumed to be a Vicious Animal.

2. The hearing on any Appeal shall be before the Police Chief.
 3. The appellant (Owner) may present any evidence deemed appropriate to the Police Chief to counter the Chief's initial determination that the Animal was a Vicious Animal.
2. In the event that the Police Chief has probable cause to believe that the Animal declared to be a Vicious Animal may pose a threat of serious harm to Persons or other Animals from the declaration through any appeal period, the Police Chief may seize and impound the Animal from the declaration forward. The owner shall not be liable to the City of Oelwein for the costs and expenses of impoundment if the Animal is not thereafter found to not be a Vicious Animal.

Sec. 19-15. – Vicious Animal Licensing and other Requirements.

1. No Animal determined to be a Vicious Animal shall be licensed by the City of Oelwein, where applicable, for any licensing period commencing after the date of such determination, or shall any Vicious Animal be maintained in the City of Oelwein where licensing of such Animal is not required, unless the Owner of such Vicious Animal shall satisfy all of the following requirements:
 - a. Provide to the City Clerk or designee, proof of the procurement of liability insurance issued by an insurance company licensed to do business in the State of Iowa to the Owner, same to provide coverage for any injury or damage which may be caused by the Animal by providing proof of insurance in the following amounts: \$5,000.00 no fault medical coverage and \$200,000.00 liability coverage, with confirmation from the insurer that the Animal in question is not excluded from coverage under the policy. The required coverage shall show coverage for a period of twelve (12) months following the declaration, shall show that the premium has been fully paid, and include a provision requiring the City to be named as additional insured for the sole purpose of the City Clerk or designee to be notified by the insurance company of any cancellation, termination or expiration of the liability insurance policy.
 - b. The Owner shall display a sign on the premises where the Vicious Animal is maintained that warns the public of the presence of an animal determined to be a Vicious Animal. Said sign shall be visible and capable of being read from the public roadway, street or alleyway, adjacent to the premises.
 - c. The Owner shall sign a statement, to be maintained by the City Clerk, attesting that:
 1. The Owner will maintain and not allow the liability insurance required by this section to be cancelled, unless the Owner shall cease to possess the Animal.
 2. The Owner will continuously maintain the required Enclosure on any property where the Vicious Animal will be maintained.
 3. The Owner will notify the Police Chief immediately if a Vicious Animal is at large, unconfined, has attacked another Animal or Person, has died, was sold, or given away. If a Vicious Animal has been sold or given away the owner shall provide the Police Chief with the name, address and telephone number of the new owner.

2. The Police Chief is hereby empowered to make whatever inquiry deemed necessary to ensure compliance with the provisions of this Chapter, and to seize and impound any Vicious Animal whose Owner fails to comply with the provisions hereof.
3. In the event an Owner refuses to surrender a Vicious Animal to the Police Chief when required, the Police Chief may apply for an Administrative Search Warrant to allow for the seizure of the Animal upon execution of the warrant.
4. The provisions hereof shall apply to all Vicious Animals located within the City limits of the City of Oelwein whether such determination was made prior to or after approval of this Ordinance or amendments hereto. Owners shall have fourteen (14) days to come into compliance with these code provisions, unless a shorter time, under the Ordinances of the City, applies, in which case the shorter term applies.

Sec. 19-16. Vicious Animal at Large.

1. In the event an Animal declared a Vicious Animal is found at large or unattended upon any property within the City, creating a hazard to life or property, such Animal may, in the sole discretion of the Police Chief or designee, be destroyed if it cannot safely be confined or captured. The City shall be under no duty to attempt to confine or capture a Vicious Animal found at large, whether previously declared such or not, nor shall it have a duty to seek to identify the owner and/or to notify the owner in advance of its destruction.

Sec. 19-17. - Penalties for violation.

1. Any Owner who maintains a Vicious Animal in violation any of the provisions of this chapter shall, upon conviction, be guilty of a municipal infraction. Each day that a violation occurs or is permitted to exist shall be considered a separate offense, with penalties to be applied per day of violation.
2. If any Vicious Animal, shall, when unprovoked, attack, assault, bite or otherwise injure any Person or other Domestic Animal or participate in an attack or , assault, where a Person is bitten or otherwise injured whether within or without the enclosure of the Owner, on or off the property of the Owner, whether on a leash and/or securely muzzled, and regardless of whether the Vicious Animal is at large or outside the control of the Owner, whether unintentionally or not, the Owner of the Vicious Animal shall be guilty of a municipal infraction. It is rebuttably presumed as a matter of law that owning, keeping or harboring a Vicious Animal in violation of this chapter is a nuisance. It shall not be necessary, in order to sustain any such action, to prove that the owner of the Vicious Animal knew that the Vicious Animal had the propensity to cause any particular damage or injury in any particular circumstance. Upon such damage or injury, the Police Chief is hereby authorized to confiscate and, after expiration of a five (5) day waiting period, exclusive of Sundays and local holidays, shall see to the destruction of said Vicious Animal. Prior to said destruction, the Owner shall be given notice and appeal rights consistent with Section 19.16(1)(e). In the event of an appeal, the destruction of the Vicious Animal shall be stayed with the animal remaining impounded, with all costs thereof to be assessed to and paid by the Owner, unless

it is determined on appeal that the allegations supporting the impoundment and proposed destruction are unfounded and/or otherwise not sustained.

Section 3. 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 adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

First reading - March 23, 2026
Second reading - April 13, 2026
Third reading - April 27, 2026

Passed and adopted by the City Council of the City of Oelwein, Iowa, this day of April 27, 2026.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded April 28, 2026.

First Reading on: March 23, 2026. It was moved by Weber and seconded by Cannon that the Ordinance as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Weber	x			
Payne	x			
Cantrell	x			
Cannon	x			
Gearhart			x	
Ricchio	x			

Second Reading on April 13, 2026. It was moved by _____ and seconded _____ that the Ordinance as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Weber				
Payne				
Cantrell				
Cannon				
Gearhart				
Ricchio				

Third Reading on April 27, 2026. It was moved by _____ and seconded by _____ that the Ordinance as read be adopted, and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Weber				
Payne				
Cantrell				
Cannon				
Gearhart				
Ricchio				

RESOLUTION NO. _____-2026

RESOLUTION APPROVING THE FY2027 BUDGET

WHEREAS, the City Administrator worked with staff and the city council in multiple meetings to provide a budget which provides services to residents which meet expectations; and

WHEREAS, the city's levy is lowered in the new budget; and

WHEREAS, approving the budget approves all expenditures, including the FY2027 Capital Improvement Program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the FY2027 budget

Passed and approved this 13th day of April, 2026.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, 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

- Weber
- Payne
- Cantrell
- Cannon
- Gearhart
- Ricchio

FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027
 ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

Item 8.

The City of: OELWEIN County Name: FAYETTE COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	166,910,518	2b	162,619,561	City Number: 33-316 Last Official Census: 5,920
DEBT SERVICE	3a	200,910,394	3b	196,619,437	
Ag Land	4a	634,209			

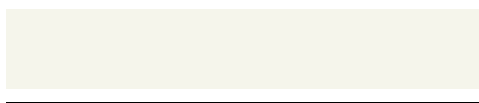
Consolidated General Fund Levy Calculation

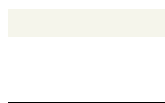
	CGFL Rate	CGFL Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2026 Budget Data	8.20589	1,286,649	156,795,762	6.45
	Limitation Percentage			
	3			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2027	7.96688	1,329,756	3.35	

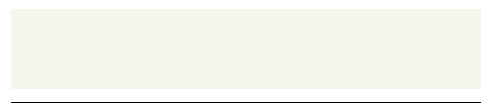
TAXES LEVIED

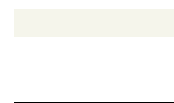
Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW		(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	7.96688	Consolidated General Fund		5	1,329,756	1,295,571	43	7.96688
		Non-Voted Other Permissible Levies						
384.12(1)	0.95000	Opr & Maint publicly owned Transit		7		0	45	0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)		11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs		14	255,000	248,444	52	1.52776
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.		462	31,848	31,029	465	0.19081
		Voted Other Permissible Levies						
28E.22	1.50000	Unified Law Enforcement		24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)		25	1,616,604	1,575,044		
384.1	3.00375	Ag Land		26	1,906	1,906	63	3.00375
		Total General Fund Tax Levies (25 + 26)		27	1,618,510	1,576,950		Do Not Add
		Special Revenue Levies						
384.6	Amt Nec	Police & Fire Retirement		29	206,000	200,703		1.23419
	Amt Nec	FICA & IPERS (if general fund at levy limit)		30	299,000	291,313		1.79138
Rules	Amt Nec	Other Employee Benefits		31	648,247	631,582		3.88380
		Subtotal Employee Benefit Levy (29,30,31)		32	1,153,247	1,123,598	65	6.90937
			Valuation					
386	As Req	With Gas & Elec						
	SSMID 1 (A)	0 (B)		0 34		0	66	0.00000
	SSMID 2 (A)	0 (B)		0 35		0	67	0.00000
	SSMID 3 (A)	0 (B)		0 36		0	68	0.00000
	SSMID 4 (A)	0 (B)		0 37		0	69	0.00000
	SSMID 5 (A)	0 (B)		0 555		0	565	0.00000
	SSMID 6 (A)	0 (B)		0 556		0	566	0.00000
	SSMID 7 (A)	0 (B)		0 1177		0	1179	0.00000
	SSMID 8 (A)	0 (B)		0 1185		0	1187	0.00000
		Total Special Revenue Levies		39	1,153,247	1,123,598		
384.4	Amt Nec	Debt Service Levy 76.10(6)		40	716,500	701,198	70	3.56627
384.7	0.67500	Capital Projects (Capital Improv. Reserve)		41		0	71	0.00000
		Total Property Taxes (27+39+40+41)		42	3,488,257	3,401,746	72	20.16109

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:
 Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.


 (City Representative)


 (Date)


 (County Auditor)


 (Date)

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/23/2026 Meeting Time: 05:30 PM Meeting Location: Oelwein City Hall 20 2nd Ave SW Oelwein, IA

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
 cityofuelwein.org

City Telephone Number
 (319) 283-5440

Iowa Department of Management	Current Year Certified Property Tax 2025 - 2026	Budget Year Effective Property Tax 2026 - 2027	Budget Year Proposed Property Tax 2026 - 2027
Taxable Valuations for Non-Debt Service	152,647,608	162,619,561	162,619,561
Consolidated General Fund	1,252,609	1,252,609	1,295,571
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	248,254	248,254	248,444
Support of Local Emergency Mgmt. Comm.	15,735	15,735	31,029
Unified Law Enforcement	0	0	0
Police & Fire Retirement	188,868	188,868	200,703
FICA & IPERS (If at General Fund Limit)	254,096	254,096	291,313
Other Employee Benefits	595,503	595,503	631,582
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	182,395,570	196,619,437	196,619,437
Debt Service	624,491	624,491	701,198
CITY REGULAR TOTAL PROPERTY TAX	3,179,556	3,179,556	3,399,840
CITY REGULAR TAX RATE	20.16215	18.88806	20.16109
Taxable Value for City Ag Land	621,479	634,209	634,209
Ag Land	1,867	1,867	1,906
CITY AG LAND TAX RATE	3.00375	2.94382	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000	Current Year Certified 2025/2026	Budget Year Proposed 2026/2027	Percent Change
City Regular Residential	956	988	3.35
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000	Current Year Certified 2025/2026	Budget Year Proposed 2026/2027	Percent Change
City Regular Commercial	4,156	4,613	11.00

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and commercial properties have the same rollback percentage through \$150,000 of actual/assessed valuation.

Reasons for tax increase if proposed exceeds the current:

Increase cost in general fund operations, insurance, and health benefits.

FUND BALANCE

Item 8.

City Name: OELWEIN
Fiscal Year July 1, 2026 - June 30, 2027

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2025										
Beginning Fund Balance July 1	1	1,239,467	3,018,082	509,854	304,944	3,268,524	297,551	8,638,422	3,046,042	11,684,464
Actual Revenues Except Beg Balance	2	3,123,771	4,821,507	1,038,524	1,625,609	1,589,055	2,460	12,200,926	7,109,214	19,310,140
Actual Expenditures Except End Balance	3	3,106,899	5,108,364	826,813	1,571,436	2,257,127	0	12,870,639	6,286,886	19,157,525
Ending Fund Balance June 30	4	1,256,339	2,731,225	721,565	359,117	2,600,452	300,011	7,968,709	3,868,370	11,837,079
Re-Estimated FY 2026										
Beginning Fund Balance	5	1,256,339	2,731,225	721,565	359,117	2,600,452	300,011	7,968,709	3,868,370	11,837,079
Re-Est Revenues	6	3,030,420	4,687,339	1,286,000	1,468,824	1,875,000	3,000	12,350,583	8,721,702	21,072,285
Re-Est Expenditures	7	3,489,077	5,204,135	1,588,688	1,604,574	3,554,630	0	15,441,104	8,200,638	23,641,742
Ending Fund Balance	8	797,682	2,214,429	418,877	223,367	920,822	303,011	4,878,188	4,389,434	9,267,622
Budget FY 2027										
Beginning Fund Balance	9	797,682	2,214,429	418,877	223,367	920,822	303,011	4,878,188	4,389,434	9,267,622
Revenues	10	3,027,524	4,565,753	1,304,000	1,551,100	855,000	3,000	11,306,377	7,961,371	19,267,748
Expenditures	11	3,341,511	4,928,993	993,130	1,641,850	1,170,630	0	12,076,114	7,635,072	19,711,186
Ending Fund Balance	12	483,695	1,851,189	729,747	132,617	605,192	306,011	4,108,451	4,715,733	8,824,184

LOCAL EMC SUPPORT

Item 8.

City Name: OELWEIN
 Fiscal Year July 1, 2026 - June 30, 2027

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 6 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	31,848	31,029
TOTAL FOR FY 2027	31,848	31,029

City Name: OELWEIN
Fiscal Year July 1, 2025 - June 30, 2026

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2026	ACTUAL 2025
PUBLIC SAFETY										
Police Department/Crime Prevention	1	1,395,326	6,000						1,401,326	1,892,011
Jail	2								0	0
Emergency Management	3	16,162							16,162	21,883
Flood Control	4								0	0
Fire Department	5	97,315	10,000						107,315	71,377
Ambulance	6								0	0
Building Inspections	7	213,300							213,300	172,799
Miscellaneous Protective Services	8								0	0
Animal Control	9	6,300							6,300	4,691
Other Public Safety	10	5,600	571,016						576,616	11,477
TOTAL (lines 1 - 10)	11	1,734,003	587,016					0	2,321,019	2,174,238
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12		590,206						590,206	648,511
Parking - Meter and Off-Street	13								0	0
Street Lighting	14		118,000						118,000	109,404
Traffic Control and Safety	15		4,500						4,500	2,886
Snow Removal	16		16,000						16,000	21,997
Highway Engineering	17								0	0
Street Cleaning	18		11,000						11,000	9,275
Airport (if not Enterprise)	19	225,600							225,600	90,477
Garbage (if not Enterprise)	20								0	0
Other Public Works	21	24,400	181,343						205,743	17,418
TOTAL (lines 12 - 21)	22	250,000	921,049					0	1,171,049	899,968
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29		20,000						20,000	16,210
TOTAL (lines 23 - 29)	30	0	20,000					0	20,000	16,210
CULTURE & RECREATION										
Library Services	31	351,774	10,000						361,774	426,501
Museum, Band and Theater	32								0	0
Parks	33	288,050							288,050	304,003
Recreation	34	167,300							167,300	58,254
Cemetery	35	90,750							90,750	103,619
Community Center, Zoo, & Marina	36								0	0
Other Culture and Recreation	37		247,739						247,739	165,832
TOTAL (lines 31 - 37)	38	897,874	257,739					0	1,155,613	1,058,209

City Name: OELWEIN
Fiscal Year July 1, 2025 - June 30, 2026

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2026	ACTUAL 2025
COMMUNITY & ECONOMIC DEVELOPMENT									
Community Beautification	39		12,500					12,500	0
Economic Development	40		534,345					534,345	961,790
Housing and Urban Renewal	41		235,000					235,000	0
Planning & Zoning	42							0	0
Other Com & Econ Development	43		229,000	207,000				436,000	277,867
TIF Rebates	44							0	0
TOTAL (lines 39 - 44)	45	0	1,010,845	207,000		0		1,217,845	1,239,657
GENERAL GOVERNMENT									
Mayor, Council, & City Manager	46	17,000						17,000	90,346
Clerk, Treasurer, & Finance Adm.	47	277,700						277,700	263,154
Elections	48	2,000						2,000	0
Legal Services & City Attorney	49	45,500						45,500	25,125
City Hall & General Buildings	50	2,000						2,000	230,342
Tort Liability	51	255,000						255,000	0
Other General Government	52		92,345					92,345	666
TOTAL (lines 46 - 52)	53	599,200	92,345	0		0		691,545	609,633
DEBT SERVICE									
Gov Capital Projects	55	8,000	577,000		1,569,574			1,569,574	1,571,436
TIF Capital Projects	56							0	0
TOTAL CAPITAL PROJECTS	57	8,000	577,000	0	3,554,630	0		4,139,630	2,510,294
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	3,489,077	3,465,994	207,000	1,569,574	3,554,630	0	12,286,275	10,079,645
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
Water Utility	59						1,123,000	1,123,000	993,112
Sewer Utility	60						1,065,000	1,065,000	849,760
Electric Utility	61							0	0
Gas Utility	62							0	40,499
Airport	63						665,878	665,878	0
Landfill/Garbage	64							0	682,155
Transit	65							0	0
Cable TV, Internet & Telephone	66							0	0
Housing Authority	67							0	0
Storm Water Utility	68							0	0
Other Business Type (city hosp., ISF, parking, etc.)	69						378,000	378,000	308,570
Enterprise DEBT SERVICE	70						1,171,261	1,171,261	1,148,371
Enterprise CAPITAL PROJECTS	71						1,015,000	1,015,000	1,223,957
Enterprise TIF CAPITAL PROJECTS	72							0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73						5,418,139	5,418,139	5,246,424
TOTAL ALL EXPENDITURES (lines 58+73)	74	3,489,077	3,465,994	207,000	1,569,574	3,554,630	0	5,418,139	17,704,414
Regular Transfers Out	75		1,738,141		35,000			2,782,499	4,555,640
Internal TIF Loan Transfers Out	76			1,381,688				1,381,688	668,030
Total ALL Transfers Out	77	0	1,738,141	1,381,688	35,000	0	0	2,782,499	5,937,328
Total Expenditures and Other Fin Uses (lines 74+77)	78	3,489,077	5,204,135	1,588,688	1,604,574	3,554,630	0	8,200,638	23,641,742
Ending Fund Balance June 30	79	797,682	2,214,429	418,877	223,367	920,822	303,011	4,389,434	11,837,079

RE-ESTIMATED REVENUES DETAIL

Item 8.

City Name: OELWEIN
Fiscal Year July 1, 2025 - June 30, 2026

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2026	ACTUAL 2025
Taxes Levied on Property	1	1,518,892	1,038,467		624,491				3,181,850	3,337,458
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	1,518,892	1,038,467		624,491	0			3,181,850	3,337,458
Delinquent Property Taxes	4								0	0
TIF Revenues	5			1,062,000					1,062,000	1,008,068
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	41,213	28,218		14,203				83,634	85,637
Utility franchise tax (Iowa Code Chapter 364.2)	7		759,000						759,000	794,936
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10								0	0
Hotel/Motel Taxes	11		91,000						91,000	77,532
Other Local Option Taxes	12		770,000						770,000	752,017
Subtotal - Other City Taxes (lines 6 thru 12)	13	41,213	1,648,218		14,203	0			1,703,634	1,710,122
Licenses & Permits	14	104,300							104,300	96,610
Use of Money & Property	15	282,475	13,000	24,000	14,250	30,000		135,000	498,725	476,050
Intergovernmental:										
Federal Grants & Reimbursements	16		183,000			1,500,000		5,000	1,688,000	546,612
Road Use Taxes	17		831,760						831,760	840,754
Other State Grants & Reimbursements	18	2,000	152,893						154,893	173,680
Local Grants & Reimbursements	19	51,000							51,000	72,391
Subtotal - Intergovernmental (lines 16 thru 19)	20	53,000	1,167,653	0	0	1,500,000		5,000	2,725,653	1,633,437
Charges for Fees & Service:										
Water Utility	21							2,011,845	2,011,845	1,958,231
Sewer Utility	22							2,320,500	2,320,500	2,230,346
Electric Utility	23								0	0
Gas Utility	24								0	41,526
Parking	25								0	0
Airport	26								0	16,606
Landfill/Garbage	27							696,000	696,000	691,278
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30	35,000							35,000	0
Housing Authority	31								0	0
Storm Water Utility	32								0	0
Other Fees & Charges for Service	33	301,650						329,000	630,650	475,399
Subtotal - Charges for Service (lines 21 thru 33)	34	336,650	0		0	0	0	5,357,345	5,693,995	5,413,386
Special Assessments	35				35,000				35,000	34,383
Miscellaneous	36	28,100	60,000					12,500	100,600	913,998
Other Financing Sources:										
Regular Operating Transfers In	37	649,590	750,001		189,490	345,000		2,621,559	4,555,640	3,163,426
Internal TIF Loan Transfers In	38			200,000	591,390			590,298	1,381,688	668,030
Subtotal ALL Operating Transfers In	39	649,590	750,001	200,000	780,880	345,000	0	3,211,857	5,937,328	3,831,456
Proceeds of Debt (Excluding TIF Internal Borrowing)	40								0	839,196
Proceeds of Capital Asset Sales	41	16,200	10,000				3,000		29,200	15,976
Subtotal-Other Financing Sources (lines 36 thru 38)	42	665,790	760,001	200,000	780,880	345,000	3,000	3,211,857	5,966,528	4,686,628
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	3,030,420	4,687,339	1,286,000	1,468,824	1,875,000	3,000	8,721,702	21,072,285	19,310,140
Beginning Fund Balance July 1	44	1,256,339	2,731,225	721,565	359,117	2,600,452	300,011	3,868,370	11,837,079	11,684,464
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	4,286,759	7,418,564	2,007,565	1,827,941	4,475,452	303,011	12,590,072	32,909,364	30,994,604

City Name: OELWEIN
Fiscal Year July 1, 2026 - June 30, 2027

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2027	RE-ESTIMATED 2026	ACTUAL 2025
PUBLIC SAFETY											
Police Department/Crime Prevention	1	1,345,821	6,000						1,351,821	1,401,326	1,892,011
Jail	2								0	0	0
Emergency Management	3	31,848							31,848	16,162	21,883
Flood Control	4								0	0	0
Fire Department	5	103,590	10,000						113,590	107,315	71,377
Ambulance	6								0	0	0
Building Inspections	7	179,300							179,300	213,300	172,799
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	6,300							6,300	6,300	4,691
Other Public Safety	10	5,600	601,700						607,300	576,616	11,477
TOTAL (lines 1 - 10)	11	1,672,459	617,700				0		2,290,159	2,321,019	2,174,238
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12		558,100						558,100	590,206	648,511
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14		121,500						121,500	118,000	109,404
Traffic Control and Safety	15		4,500						4,500	4,500	2,886
Snow Removal	16		16,000						16,000	16,000	21,997
Highway Engineering	17								0	0	0
Street Cleaning	18		10,000						10,000	11,000	9,275
Airport	19	199,800							199,800	225,600	90,477
Garbage (if not Enterprise)	20								0	0	0
Other Public Works	21	24,400	192,461						216,861	205,743	17,418
TOTAL (lines 12 - 21)	22	224,200	902,561				0		1,126,761	1,171,049	899,968
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29		20,000						20,000	20,000	16,210
TOTAL (lines 23 - 29)	30	0	20,000				0		20,000	20,000	16,210
CULTURE & RECREATION											
Library Services	31	321,727	20,000						341,727	361,774	426,501
Museum, Band and Theater	32								0	0	0
Parks	33	272,875							272,875	288,050	304,003
Recreation	34	165,800							165,800	167,300	58,254
Cemetery	35	75,750							75,750	90,750	103,619
Community Center, Zoo, & Marina	36								0	0	0
Other Culture and Recreation	37		259,552						259,552	247,739	165,832
TOTAL (lines 31 - 37)	38	836,152	279,552				0		1,115,704	1,155,613	1,058,209

City Name: OELWEIN
Fiscal Year July 1, 2026 - June 30, 2027

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2027	RE-ESTIMATED 2026	ACTUAL 2025
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39		11,000					11,000	12,500	0
Economic Development	40		532,145					532,145	534,345	961,790
Housing and Urban Renewal	41		168,000					168,000	235,000	0
Planning & Zoning	42							0	0	0
Other Com & Econ Development	43		41,000					41,000	436,000	277,867
TIF Rebates	44			190,000				190,000	0	0
TOTAL (lines 39 - 44)	45	0	752,145	190,000		0		942,145	1,217,845	1,239,657
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	17,000						17,000	17,000	90,346
Clerk, Treasurer, & Finance Adm.	47	291,200						291,200	277,700	263,154
Elections	48							0	2,000	0
Legal Services & City Attorney	49	35,500						35,500	45,500	25,125
City Hall & General Buildings	50	2,000						2,000	2,000	230,342
Tort Liability	51	255,000						255,000	255,000	0
Other General Government	52		98,944					98,944	92,345	666
TOTAL (lines 46 - 52)	53	600,700	98,944	0		0		699,644	691,545	609,633
DEBT SERVICE	54			1,606,850				1,606,850	1,569,574	1,571,436
Gov Capital Projects	55	8,000	525,500		1,170,630			1,704,130	4,139,630	2,510,294
TIF Capital Projects	56							0	0	0
TOTAL CAPITAL PROJECTS	57	8,000	525,500	0	1,170,630	0		1,704,130	4,139,630	2,510,294
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	3,341,511	3,196,402	190,000	1,606,850	1,170,630	0	9,505,393	12,286,275	10,079,645
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59						1,145,594	1,145,594	1,123,000	993,112
Sewer Utility	60						1,113,420	1,113,420	1,065,000	849,760
Electric Utility	61						0	0	0	0
Gas Utility	62						0	0	0	40,499
Airport	63						0	0	665,878	0
Landfill/Garbage	64						690,158	690,158	0	682,155
Transit	65						0	0	0	0
Cable TV, Internet & Telephone	66						0	0	0	0
Housing Authority	67						0	0	0	0
Storm Water Utility	68						0	0	0	0
Other Business Type (city hosp., ISF, parking, etc.)	69						351,000	351,000	378,000	308,570
Enterprise DEBT SERVICE	70						317,840	317,840	1,171,261	1,148,371
Enterprise CAPITAL PROJECTS	71						1,893,000	1,893,000	1,015,000	1,223,957
Enterprise TIF CAPITAL PROJECTS	72						0	0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73						5,511,012	5,511,012	5,418,139	5,246,424
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	3,341,511	3,196,402	190,000	1,606,850	1,170,630	0	5,511,012	15,016,405	17,704,414
Regular Transfers Out	75		1,732,591		35,000			2,124,060	3,891,651	4,555,640
Internal TIF Loan / Repayment Transfers Out	76			803,130				803,130	1,381,688	668,030
Total ALL Transfers Out	77	0	1,732,591	803,130	35,000	0	0	2,124,060	4,694,781	5,937,328
Total Expenditures & Fund Transfers Out (lines 74+77)	78	3,341,511	4,928,993	993,130	1,641,850	1,170,630	0	7,635,072	19,711,186	23,641,742
Ending Fund Balance June 30	79	483,695	1,851,189	729,747	132,617	605,192	306,011	4,715,733	8,824,184	9,267,622

REVENUES DETAIL

City Name: OELWEIN
Fiscal Year July 1, 2026 - June 30, 2027

Item 8.

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2027	RE-ESTIMATED 2026	ACTUAL 2025
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	1	1,576,950	1,123,598		701,198	0			3,401,746	3,181,850	3,337,458
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	1,576,950	1,123,598		701,198	0			3,401,746	3,181,850	3,337,458
Delinquent Property Taxes	4								0	0	0
TIF Revenues	5			1,080,000					1,080,000	1,062,000	1,008,068
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	41,560	29,649		15,302	0			86,511	83,634	85,637
Utility franchise tax (Iowa Code Chapter 364.2)	7		759,000						759,000	759,000	794,936
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10								0	0	0
Hotel/Motel Taxes	11		91,000						91,000	91,000	77,532
Other Local Option Taxes	12		770,000						770,000	770,000	752,017
Subtotal - Other City Taxes (lines 6 thru 12)	13	41,560	1,649,649		15,302	0			1,706,511	1,703,634	1,710,122
Licenses & Permits	14	93,500							93,500	104,300	96,610
Use of Money & Property	15	294,874	13,000	24,000	14,250	10,000		145,000	501,124	498,725	476,050
Intergovernmental:											
Federal Grants & Reimbursements	16					500,000		500,000	1,000,000	1,688,000	546,612
Road Use Taxes	17		828,800						828,800	831,760	840,754
Other State Grants & Reimbursements	18	2,000	161,705						163,705	154,893	173,680
Local Grants & Reimbursements	19	53,000							53,000	51,000	72,391
Subtotal - Intergovernmental (lines 16 thru 19)	20	55,000	990,505	0	0	500,000		500,000	2,045,505	2,725,653	1,633,437
Charges for Fees & Service:											
Water Utility	21							2,016,945	2,016,945	2,011,845	1,958,231
Sewer Utility	22							2,281,986	2,281,986	2,320,500	2,230,346
Electric Utility	23							0	0	0	0
Gas Utility	24							0	0	0	41,526
Parking	25							0	0	0	0
Airport	26							0	0	0	16,606
Landfill/Garbage	27							696,000	696,000	696,000	691,278
Hospital	28							0	0	0	0
Transit	29							0	0	0	0
Cable TV, Internet & Telephone	30	25,000							25,000	35,000	0
Housing Authority	31								0	0	0
Storm Water Utility	32								0	0	0
Other Fees & Charges for Service	33	258,100						344,100	602,200	630,650	475,399
Subtotal - Charges for Service (lines 21 thru 33)	34	283,100	0		0	0	0	5,339,031	5,622,131	5,693,995	5,413,386
Special Assessments	35				35,000				35,000	35,000	34,383
Miscellaneous	36	23,950	34,000					12,500	70,450	100,600	913,998
Other Financing Sources:											
Regular Operating Transfers In	37	649,590	750,001		182,220	345,000		1,964,840	3,891,651	4,555,640	3,163,426
Internal TIF Loan Transfers In	38			200,000	603,130				803,130	1,381,688	668,030
Subtotal ALL Operating Transfers In	39	649,590	750,001	200,000	785,350	345,000	0	1,964,840	4,694,781	5,937,328	3,831,456
Proceeds of Debt (Excluding TIF Internal Borrowing)	40								0	0	839,196
Proceeds of Capital Asset Sales	41	9,000	5,000				3,000		17,000	29,200	15,976
Subtotal-Other Financing Sources (lines 38 thru 40)	42	658,590	755,001	200,000	785,350	345,000	3,000	1,964,840	4,711,781	5,966,528	4,686,628
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	3,027,524	4,565,753	1,304,000	1,551,100	855,000	3,000	7,961,371	19,267,748	21,072,285	19,310,140
Beginning Fund Balance July 1	44	797,682	2,214,429	418,877	223,367	920,822	303,011	4,389,434	9,267,622	11,837,079	11,604,464
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	3,825,206	6,780,182	1,722,877	1,774,467	1,775,822	306,011	12,350,805	28,535,370	32,909,364	30,914,604

ADOPTED BUDGET SUMMARY

Item 8.

City Name: OELWEIN
Fiscal Year July 1, 2026 - June 30, 2027

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2027	RE-ESTIMATED 2026	ACTUAL 2025
Revenues & Other Financing Sources										
Taxes Levied on Property	1	1,576,950	1,123,598		701,198	0		3,401,746	3,181,850	3,337,458
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0		0	0	0
Net Current Property Taxes	3	1,576,950	1,123,598		701,198	0		3,401,746	3,181,850	3,337,458
Delinquent Property Taxes	4	0	0		0	0		0	0	0
TIF Revenues	5			1,080,000				1,080,000	1,062,000	1,008,068
Other City Taxes	6	41,560	1,649,649		15,302	0		1,706,511	1,703,634	1,710,122
Licenses & Permits	7	93,500	0				0	93,500	104,300	96,610
Use of Money and Property	8	294,874	13,000	24,000	14,250	10,000	0	145,000	498,725	476,050
Intergovernmental	9	55,000	990,505	0	0	500,000		500,000	2,725,653	1,633,437
Charges for Fees & Service	10	283,100	0		0	0	0	5,339,031	5,622,131	5,413,386
Special Assessments	11	0	0		35,000	0		0	35,000	34,383
Miscellaneous	12	23,950	34,000		0	0	0	12,500	70,450	913,998
Sub-Total Revenues	13	2,368,934	3,810,752	1,104,000	765,750	510,000	0	5,996,531	14,555,967	14,623,512
Other Financing Sources:										
Total Transfers In	14	649,590	750,001	200,000	785,350	345,000	0	1,964,840	4,694,781	3,831,456
Proceeds of Debt	15	0	0	0	0	0		0	0	839,196
Proceeds of Capital Asset Sales	16	9,000	5,000	0	0	0	3,000	0	17,000	15,976
Total Revenues and Other Sources	17	3,027,524	4,565,753	1,304,000	1,551,100	855,000	3,000	7,961,371	19,267,748	19,310,140
Expenditures & Other Financing Uses										
Public Safety	18	1,672,459	617,700	0			0	2,290,159	2,321,019	2,174,238
Public Works	19	224,200	902,561	0			0	1,126,761	1,171,049	899,968
Health and Social Services	20	0	20,000	0			0	20,000	20,000	16,210
Culture and Recreation	21	836,152	279,552	0			0	1,115,704	1,155,613	1,058,209
Community and Economic Development	22	0	752,145	190,000			0	942,145	1,217,845	1,239,657
General Government	23	600,700	98,944	0			0	699,644	691,545	609,633
Debt Service	24	0	0	0	1,606,850		0	1,606,850	1,569,574	1,571,436
Capital Projects	25	8,000	525,500	0		1,170,630	0	1,704,130	4,139,630	2,510,294
Total Government Activities Expenditures	26	3,341,511	3,196,402	190,000	1,606,850	1,170,630	0	9,505,393	12,286,275	10,079,645
Business Type Proprietary: Enterprise & ISF	27							5,511,012	5,511,012	5,246,424
Total Gov & Bus Type Expenditures	28	3,341,511	3,196,402	190,000	1,606,850	1,170,630	0	5,511,012	15,016,405	15,326,069
Total Transfers Out	29	0	1,732,591	803,130	35,000	0	0	2,124,060	4,694,781	3,831,456
Total ALL Expenditures/Fund Transfers Out	30	3,341,511	4,928,993	993,130	1,641,850	1,170,630	0	7,635,072	19,711,186	19,157,525
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32	-313,987	-363,240	310,870	-90,750	-315,630	3,000	326,299	-443,438	152,615
Beginning Fund Balance July 1	33	797,682	2,214,429	418,877	223,367	920,822	303,011	4,389,434	9,267,622	11,837,079
Ending Fund Balance June 30	34	483,695	1,851,189	729,747	132,617	605,192	306,011	4,715,733	9,267,622	11,837,079

LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Item 8.

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2016A Urban Renewal Economic Development Grant GO Bond 8	1	1,190,000	GO	4562	550,000	44,300	594,300	500		594,800	0
2016B GO Corporate Bond (misc) 9	2	1,100,000	GO	4920	40,000	4,330	44,330	500		8,330	36,500
2016D Water Revenue Bond 11	3	675,000	NON-GO		80,000	1,720	81,720	500		82,220	0
Sewer SRF 1st Ave Lift 6	4	900,000	NON-GO		49,000	5,408	54,408	772		55,180	0
IRP 1 USDA Revolving Loan Fund 12	5	500,000	NON-GO		18,837	2,388	21,225			21,225	0
IRP 2 USDA Revolving Loan Fund 13	6	500,000	NON-GO		17,395	3,830	21,225			21,225	0
IA DOT Viaduct Upper Tracks 14	7	196,295	NON-GO		19,630		19,630			19,630	0
Water SRF 42 Well Rehab 16	8	1,462,000	NON-GO		67,000	15,452	82,452	2,208		84,660	0
IRP 3 USDA Revolving Loan Fund 17	9	500,000	NON-GO		16,717	4,508	21,225			21,225	0
2020 General Corporate GO Bond 18	10	2,385,000	GO	5148	255,000	24,200	279,200	600			279,800
2022 General Corporate GO Bond (former 2014 GO Pol) 19	11	4,120,000	GO	5340	360,000	61,000	421,000	600		200,000	221,600
Sewer SRF Reed Bed Catch Basin 21	12	1,138,000	NON-GO		114,000	17,150	131,150	2,450		133,600	0
2024 General Corporate GO Bond 10th St Bridge 22	13	1,400,000	GO	5521	130,000	48,000	178,000	600			178,600
	14	-					0				0
	15	-					0				0
	16	-					0				0
	17	-					0				0
	18	-					0				0
	19	-					0				0
	20	-					0				0
	21	-					0				0
	22	-					0				0
	23	-					0				0
	24	-					0				0
	25	-					0				0
	26	-					0				0
	27	-					0				0
	28	-					0				0
	29	-					0				0
	30	-					0				0
TOTALS					1,717,579	232,286	1,949,865	8,730	0	1,242,095	716,500

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Item 8.

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-					0				0
	32	-					0				0
	33	-					0				0
	34	-					0				0
	35	-					0				0
	36	-					0				0
	37	-					0				0
	38	-					0				0
	39	-					0				0
	40	-					0				0
	41	-					0				0
	42	-					0				0
	43	-					0				0
	44	-					0				0
	45	-					0				0
	46	-					0				0
	47	-					0				0
	48	-					0				0
	49	-					0				0
	50	-					0				0
	51	-					0				0
	52	-					0				0
	53	-					0				0
	54	-					0				0
	55	-					0				0
	56	-					0				0
	57	-					0				0
	58	-					0				0
	59	-					0				0
	60	-					0				0
TOTALS					1,717,579	232,286	1,949,865	8,730	0	1,242,095	716,500

LONG TERM DEBT SCHEDULE - LT DEBT3

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Item 8.

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-					0				0
	62	-					0				0
	63	-					0				0
	64	-					0				0
	65	-					0				0
	66	-					0				0
	67	-					0				0
	68	-					0				0
	69	-					0				0
	70	-					0				0
	71	-					0				0
	72	-					0				0
	73	-					0				0
	74	-					0				0
	75	-					0				0
	76	-					0				0
	77	-					0				0
	78	-					0				0
	79	-					0				0
	80	-					0				0
	81	-					0				0
	82	-					0				0
	83	-					0				0
	84	-					0				0
	85	-					0				0
	86	-					0				0
	87	-					0				0
	88	-					0				0
	89	-					0				0
	90	-					0				0
TOTALS					1,717,579	232,286	1,949,865	8,730	0	1,242,095	716,500

LONG TERM DEBT SCHEDULE - LT DEBT4

Item 8.

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-					0				0
	92	-					0				0
	93	-					0				0
	94	-					0				0
	95	-					0				0
	96	-					0				0
	97	-					0				0
	98	-					0				0
	99	-					0				0
	100	-					0				0
	101	-					0				0
	102	-					0				0
	103	-					0				0
	104	-					0				0
	105	-					0				0
	106	-					0				0
	107	-					0				0
	108	-					0				0
	109	-					0				0
	110	-					0				0
	111	-					0				0
	112	-					0				0
	113	-					0				0
	114	-					0				0
	115	-					0				0
	116	-					0				0
	117	-					0				0
	118	-					0				0
	119	-					0				0
	120	-					0				0
TOTALS					1,717,579	232,286	1,949,865	8,730	0	1,242,095	716,500

LONG TERM DEBT SCHEDULE - LT DEBTS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Item 8.

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-					0				0
	122	-					0				0
	123	-					0				0
	124	-					0				0
	125	-					0				0
	126	-					0				0
	127	-					0				0
	128	-					0				0
	129	-					0				0
	130	-					0				0
	131	-					0				0
	132	-					0				0
	133	-					0				0
	134	-					0				0
	135	-					0				0
	136	-					0				0
	137	-					0				0
	138	-					0				0
	139	-					0				0
	140	-					0				0
	141	-					0				0
	142	-					0				0
	143	-					0				0
	144	-					0				0
	145	-					0				0
	146	-					0				0
	147	-					0				0
	148	-					0				0
	149	-					0				0
	150	-					0				0
TOTALS					1,717,579	232,286	1,949,865	8,730	0	1,242,095	716,500

LONG TERM DEBT SCHEDULE - LT DEBT6

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Item 8.

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-					0				0
	152	-					0				0
	153	-					0				0
	154	-					0				0
	155	-					0				0
	156	-					0				0
	157	-					0				0
	158	-					0				0
	159	-					0				0
	160	-					0				0
	161	-					0				0
	162	-					0				0
	163	-					0				0
	164	-					0				0
	165	-					0				0
	166	-					0				0
	167	-					0				0
	168	-					0				0
	169	-					0				0
	170	-					0				0
	171	-					0				0
	172	-					0				0
	173	-					0				0
	174	-					0				0
	175	-					0				0
	176	-					0				0
	177	-					0				0
	178	-					0				0
	179	-					0				0
	180	-					0				0
TOTALS					1,717,579	232,286	1,949,865	8,730	0	1,242,095	716,500

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Item 8.

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-					0				0
	182	-					0				0
	183	-					0				0
	184	-					0				0
	185	-					0				0
	186	-					0				0
	187	-					0				0
	188	-					0				0
	189	-					0				0
	190	-					0				0
	191	-					0				0
	192	-					0				0
	193	-					0				0
	194	-					0				0
	195	-					0				0
	196	-					0				0
	197	-					0				0
	198	-					0				0
	199	-					0				0
	200	-					0				0
	201	-					0				0
	202	-					0				0
	203	-					0				0
	204	-					0				0
	205	-					0				0
	206	-					0				0
	207	-					0				0
	208	-					0				0
	209	-					0				0
	210	-					0				0
TOTALS					1,717,579	232,286	1,949,865	8,730	0	1,242,095	716,500

LONG TERM DEBT SCHEDULE - GRAND TOTALS

Item 8.

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2027	Interest Due FY 2027	Total Obligation Due FY 2027	Bond Reg./ Paying Agent Fees Due FY 2027	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	1,335,000	181,830	1,516,830	2,800	0	803,130	716,500
NON GO - TOTAL	382,579	50,456	433,035	5,930	0	438,965	0
GRAND - TOTAL	1,717,579	232,286	1,949,865	8,730	0	1,242,095	716,500

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2026 - June 30, 2027

Item 8.

City of: OELWEIN

The City Council will conduct a public hearing on the proposed Budget at: Oelwein City Hall 20 2nd Avenue SW Oelwein, IA 50662 Meeting Date:
 4/13/2026 Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	20.16109
The estimated tax levy rate per \$1000 valuation on Agricultural property is	3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number (319) 283-5440	City Clerk/Finance Officer's NAME Dylan Mulfinger
--------------------------------	--

		Budget FY 2027	Re-estimated FY 2026	Actual FY 2025
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,401,746	3,181,850	3,337,458
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,401,746	3,181,850	3,337,458
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,080,000	1,062,000	1,008,068
Other City Taxes	6	1,706,511	1,703,634	1,710,122
Licenses & Permits	7	93,500	104,300	96,610
Use of Money and Property	8	501,124	498,725	476,050
Intergovernmental	9	2,045,505	2,725,653	1,633,437
Charges for Fees & Service	10	5,622,131	5,693,995	5,413,386
Special Assessments	11	35,000	35,000	34,383
Miscellaneous	12	70,450	100,600	913,998
Other Financing Sources	13	17,000	29,200	855,172
Transfers In	14	4,694,781	5,937,328	3,831,456
Total Revenues and Other Sources	15	19,267,748	21,072,285	19,310,140
Expenditures & Other Financing Uses				
Public Safety	16	2,290,159	2,321,019	2,174,238
Public Works	17	1,126,761	1,171,049	899,968
Health and Social Services	18	20,000	20,000	16,210
Culture and Recreation	19	1,115,704	1,155,613	1,058,209
Community and Economic Development	20	942,145	1,217,845	1,239,657
General Government	21	699,644	691,545	609,633
Debt Service	22	1,606,850	1,569,574	1,571,436
Capital Projects	23	1,704,130	4,139,630	2,510,294
Total Government Activities Expenditures	24	9,505,393	12,286,275	10,079,645
Business Type / Enterprises	25	5,511,012	5,418,139	5,246,424
Total ALL Expenditures	26	15,016,405	17,704,414	15,326,069
Transfers Out	27	4,694,781	5,937,328	3,831,456
Total ALL Expenditures/Transfers Out	28	19,711,186	23,641,742	19,157,525
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-443,438	-2,569,457	152,615
Beginning Fund Balance July 1	30	9,267,622	11,837,079	11,684,464
Ending Fund Balance June 30	31	8,824,184	9,267,622	11,837,079

RESOLUTION NO. _____-2026

RESOLUTION APPROVING AN EMERGENCY REPAIR FOR A MANHOLE ON 4TH ST AND 7TH AVE SW IN THE AMOUNT OF \$80,000.00

WHEREAS, the process for an emergency repair differs from normal procurement policy; and

WHEREAS, the city has a contractor ready to start the project; and

WHEREAS, an initial estimate is \$80,000.00 to repair the manhole; and

WHEREAS, should cost increase, the city administrator will report back to the city council any changes in the price of the project; and

NOW, THEREFORE, BE IT RESOLVED by the city council of Oelwein, Iowa approves an emergency repair for a manhole on 4th St and 7th Ave SW in the amount of \$80,000.00.

Passed and approved by the City Council of the City of Oelwein, Iowa this 13th day of April, 2026.

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

Ricchio
Weber
Payne
Cantrell
Cannon
Gearhart

Attest:

Dylan Mulfinger, City Administrator



Date: 4/8/26

To: Honorable Mayor & City Council

From: Public Works Director Herb Doudney

CC: City Administrator Dylan Mulfinger

Reference: Emergency Sewer Repair

We have recently identified a sanitary sewer manhole located at the intersection of 4th Street and 7th Ave SW that is nearly collapsed.

Sewage from the entire Northeast and Northwest portions of town including the downtown pass through this structure. The manhole is a 20 foot deep brick structure nearly 100 years old.

Given the urgency of this situation, I made some phone calls in order to secure a contractor with the proper equipment and availability to repair this manhole. Typically we would get multiple quotes for something like this, given the urgency and the good fortune of finding a contractor willing to handle it as an emergency, I recommend we move forward with the necessary repairs.

We are estimating this repair will be \$80,000 dollars given the extreme depth and complexity of replacing the structure.

This is another example of why we were in desperate need of a focused infrastructure inspection and replacement plan.

Herb Doudney

Public Works Director

Herb Doudney



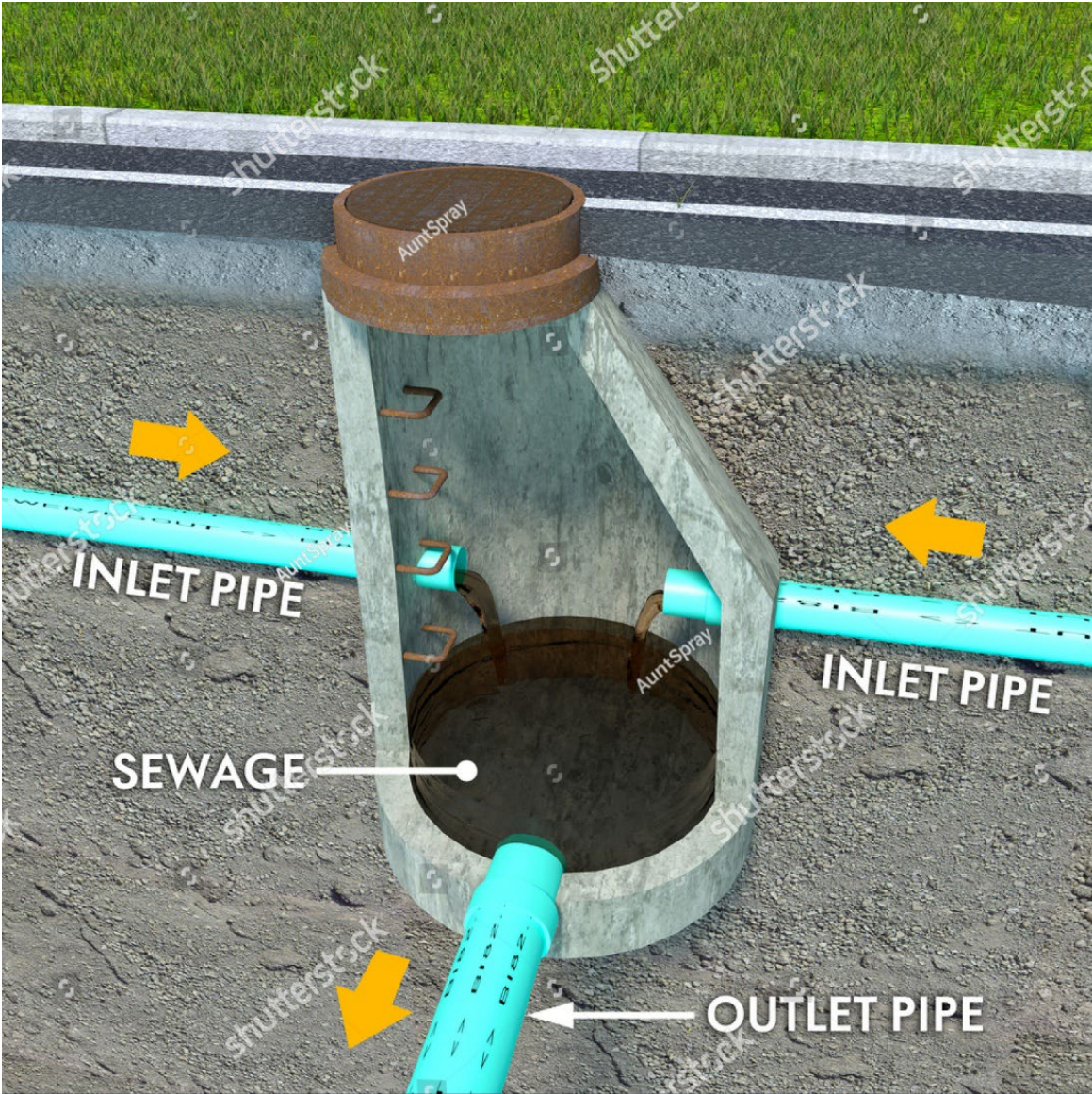
20 2nd Ave. S.W.
Oelwein, Iowa 50662



city@CityofOelwein.org
www.CityofOelwein.org



Phone: (319) 283-5440
Fax: (319) 283-4032







RESOLUTION NO. _____-2026

RESOLUTION APPROVING THE REPAIR OF THE UNDER GROUND TANK MONITOR SYSTEM BY DICKS PETROLEUM TO THE CITY'S FUEL STORAGE SYSTEM IN THE AMOUNT OF \$16,643.72

WHEREAS, the city purchases fuel for equipment and stores the fuel in two underground storage tanks; and

WHEREAS, the city considered several options instead of repairing the Under Ground Tank Monitor System; and

WHEREAS, this repair should provide the city another twenty years as the tanks are operable; and

WHEREAS, having fuel on site can be critical in emergency situations; and

NOW, THEREFORE, BE IT RESOLVED by the city council of Oelwein, Iowa to approve the repair of the Under Ground Tank Monitor System by Dicks Petroleum to the city's fuel storage system in the amount of \$16,643.72.

Passed and approved by the City Council of the City of Oelwein, Iowa this 13th day of April, 2026.

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:

- Ricchio
- Weber
- Payne
- Cantrell
- Cannon
- Gearhart

Dylan Mulfinger, City Administrator

Recorded April 14, 2026



Date: 3/31/26

To: Honorable Mayor & City Council

From: Public Works Director Herb Doudney

CC: City Administrator Dylan Mulfinger

Reference: Under Ground Tank Monitor System

The city has two underground fuel tanks located to the West of the Street Department building, we have number 2 off-road diesel and ethanol blended gasoline. The tanks utilize a complex federally required leak detection system which has recently become inoperable. In order to keep using the tanks, we need to repair the leak detection equipment.

Multiple departments utilize the fuel station including Public Works, Parks, Community Development, and Administration. The fuel station is also part of our compound electrical system utilizing a generator for power outages making it available at all times.

I have attached and recommend the estimate for \$16,643.75 from Dicks Petroleum for the replacement of the leak detection equipment; this should allow for many years of trouble-free operation.

Herb Doudney

Herb Doudney
Public Works Director
319-283-1197
pwdirector@cityfoelwein.org



20 2nd Ave. S.W.
Oelwein, Iowa 50662



city@CityofOelwein.org
www.CityofOelwein.org



Phone: (319) 283-5440
Fax: (319) 283-4032



Dick's Petroleum Company

106 3rd Avenue PO Box 729 Tripoli, Iowa 50676

800-334-7867 Fax: 319-882-3499

www.dickspetroleum.com

“WE PUT SERVICE FIRST!”

March 23, 2026

City of Oelwein
400 7th Ave. SW
Oelwein, IA 50662
W: 319-238-1197
C: 319-238-1153
pwassistdirector@cityofuelwein.org

RE: New tank monitoring system

Tommy,

All of us at Dick's Petroleum Company would like to thank you for the opportunity to quote this project for you. If you have any questions or if I can be of further assistance, please contact me.

The following is our estimate for a new Franklin Fueling EVO 200 tank monitor and accessories for your location in Oelwein Iowa. This unit will have SCALD software for continual leak detection monitoring since you fuel 24/7.

There will be electrical work that needs to be done inside and outside of the control room that is not figured into this estimate. We will work with your electrician to get this project completed. However, he will need to mount and wire the new tank monitor and external alarm box and pull new probe wires before we can do the new probe installation and programming. There must also be CAT5 cable at the new tank monitor with an internet connection so we can program the monitor to send emails for inventory and other reports.

Installation will be done on a time and material basis but is estimated price is \$1,268.75, which is figured into the estimate amount.

The equipment is as follows:

TANK MONITOR

- 1-EVO200D-T tank monitor with display and SCALD
- 2-Leak detection probes for 96” tanks
- 1-Diesel float kit 2”
- 1-Gas float kit 2”
- 2-Probe install kits
- 1-External printer
- 1-External overfill alarm box
- 1-Freight
- 1-Estimated labor for installation of probes and programming
- 1-Tank monitor operation certification

TOTAL **\$16,643.75***

*Price does not include actual installation, electrical, sales tax and Dick’s Petroleum Companies terms and conditions apply. The Internet and network must be up and running on the day of installation or you will be charged extra.

TERMS AND CONDITIONS

This quotation is good for 30 days and then is subject to supplier price increase. To make sure these prices are still current, call for verification. Any vendor price increases will be forwarded on to the customer with a reasonable markup. We may withdraw this quotation if not accepted within 90 days.

The equipment in this quotation carries the manufacturer’s warranty only, which will be passed from the seller to the buyer according to the manufacturer’s policy. No other warranties are either expressed or inferred. Trade-in of old equipment is figured into this price.

Only non-union labor is figured in our final quotation price. If for some reason union labor is required, the difference between the cost of non-union and union labor will be the responsibility of the customer.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and/or specifications submitted for the above work and completed in a substantial skillful manner for the sum of sixteen thousand six hundred forty-three and 75/100 dollars (\$16,643.75) plus sales tax. Actual installation cost will be calculated into final billing.

With payment as follows: Progressive billing will be made not to exceed labor, equipment and services to date. Delivery to our plant for the purpose of convenience and or coordination shall be considered "delivery for billing purposes." Balance is due 10 days after invoicing. 1 1\2% per month financing charges, starting the 11th day, will apply to past due accounts and reasonable legal fees in the event of a default by either party. This agreement shall be deemed to have been made in Bremer County, Iowa, and, if a dispute arises between the parties hereto, it is agreed under the terms and provisions of this agreement that the laws of the state of Iowa shall govern, and that any litigation will be in the Bremer County District Court.

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The state construction registry provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property.

The state construction registry can be found at www.sos.iowa.gov/mnlr, and the toll-free telephone number for the state construction registry is 888-767-8683.

All quotations based on normal conditions. In the event any of the following are encountered and are not made known, Dick's Petroleum Company shall not be held responsible: underground structures, cables, conduits, water, sewer, telephone lines, or any other unknown. Under no circumstances will Dick's Petroleum Company be held responsible for cave-ins, unusual water table levels, sandy soil, rocks, or any developments not encountered under normal circumstances. Any unforeseen problems, changes, alterations, or deviations, to the above-submitted bid, will be done on a time and material basis. Expenses incurred due to inclement weather will be passed onto the customer. Dick's Petroleum is not to be held liable for any state or local

laws that may change once contract has been signed. These changes will be billed at time and material. The attached bid is only good on final approval of State Fire Marshall, or other state and or local agencies where applicable.

Respectfully Submitted,

Michael R. Sprague, President

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions, are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payment will be made as outlined above.

Company name: _____

Print name: _____

Signature: _____

Title: _____

Date: _____

RESOLUTION NO. _____-2026

RESOLUTION APPROVING DEMOLITION ASSISTANCE TO JASON HARTSOCK FOR 1015 1ST AVE. SE IN THE AMOUNT OF \$3,250.00

WHEREAS, the city of Oelwein provide demolition assistance to property owners wanting to remove dilapidated properties; and

WHEREAS, 1015 1st Ave. SE is in a dilapidated condition; and

WHEREAS, the city's policy states the city shall provide fifty percent of the cost up to \$5,000.00 and;

WHEREAS, the City shall provide \$3,250.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the Demolition Assistance application to Jason Hartsock for 1015 1st Ave. SE in the amount of \$3,250.00.

Passed and approved this 13th day of April, 2026.

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:

- Weber
- Payne
- Cantrell
- Cannon
- Gearhart
- Ricchio

Dylan Mulfinger, City Administrator

Recorded April 14, 2026.



DEMOLITION ASSISTANCE APPLICATION

Demolition cost assistance for up to 50 percent, with a limit not to exceed \$5,000 is available from the City of Oelwein through Neighborhood Revitalization Program Funds. Application deadlines are January 1, April 1, July 1 and October 1 annually. Along with the application, two demolition bids must be included for consideration. All qualified applications will be reviewed and prioritized by the Oelwein City Council. Reimbursement of funds will be awarded 30 days after demolition, once the final demolition invoice and proof of payment are provided and a successful inspection is completed by a Code Enforcement Officer.

A qualified applicant may apply for funding demolition to more than one qualified property. A qualified property may only receive a single award of program funds. Applications which are not funded may reapply.

PROJECT INFORMATION

Address of Property to be Demolished: 1015 1st Ave SE.

Applicant Name: Jason Hartsock

Owner Name: Jason Hartsock

Mailing Address: 1005 1st Ave SE.

City, State, Zip: Oelwein, IA 50662

Phone: (319) 238-1391

E-mail Address: robin.Vinson16@gmail.com

Legal Description: Lots 32 & 33, BIK 4 Milk's Addition

Application date: 3-26-24

Is the property cleaned out? If not, why?

(Attach additional page if necessary)

No, using as storage.

Why do you need the financial assistance on the tear down?

(Attach additional page if necessary)

At this time, my resources are stretched to the limit.

What is the future of this property?

To build a garage.

If qualified applicant has received Economic Development Neighborhood Revitalization Program funding for any other qualified property, for each property state the following:

Year awarded [redacted] Project (address of property) [redacted]

Amount awarded [redacted]

List last date the structure was continuously occupied [redacted]

List the last time this structure was served by utilities [redacted]

If Applicant is qualified as the purchaser pursuant to a valid offer to buy the qualified property, then attach a copy of offer to buy or other purchase contract document.

List partners and identify participation in the project (such as, financial, administrative, etc.):

Partner	Identify participation in project
[redacted]	[redacted]
[redacted]	[redacted]

(For Official Use Only)

Community Development Department Application Review

Application reviewed on: [redacted]

Application reviewed by: [redacted]

Comments: [redacted]



Mätt Construction Inc.
 203 Y. Ave.
 Sumner, IA 50674

Estimate Item 11.

Date	Estimate #
2/18/2026	2024213

Phone #	Fax #
563-578-8418	563-578-5791
Email	
MattConstructionInc@gmail.com	

Customer
Jason & Robin Hartsock 1005 1st Ave. SE Oelwein, IA 50662

Project Description and Specifications	Amount
1015 1st Ave. SE Oelwein, IA 50662 Demo Bid Includes: <ul style="list-style-type: none"> • Cap waterline @ curbstop • Cap sewer outside of foundation • Removal and disposal of wood products • Removal and disposal of concrete blocks, trench, footings, and sidewalk • Fill in to match existing grade • Seed • Permit VALUE OF: **No tree removal**	8,395.00
Total	\$8,395.00

The above price, specifications and conditions are satisfactory. You are authorized to do the work.

 Signature Date



1015

NO PARKING











RESOLUTION NO. _____-2025

CONSIDERATION OF A RESOLUTION TO REDUCE THE PRICE OF BULK ITEMS STICKERS FOR OELWEIN RESIDENTS TO \$10.00 AS PART OF THE ANNUAL LARGE ITEM CLEANUP PROGRAM.

WHEREAS, the City of Oelwein will reduce the price of the bulk item ticket to \$10.00 for single hauler accounts; and

WHEREAS, The City of Oelwein will subsidize up \$5,000 worth of bulk items tickets; and

WHEREAS, the City of Oelwein will run this program during the beginning of May 2026 and continue until the end of August 2026 or until the funding runs out; and

WHEREAS, the City of Oelwein uses this program as a replacement for the spring cleanup; and

WHEREAS, this is the best program to help residents remove large items as residents as only required to bring the item to the curb on their trash day; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa reduces the price of bulk items stickers for Oelwein residents to \$10.00 as part of the annual large item cleanup program.

Passed and Approved this 13th day of April 2026.

Brett DeVore, Mayor

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

AYES NAYS ABSENT ABSTAIN

- Weber
- Payne
- Cantrell
- Cannon
- Gearhart
- Ricchio

Attest:

Dylan Mulfinger, City Administrator

Hotel Motel FY 2026

Past Fiscal Year

Fund 122 balance 6/30/2025 \$ 36,971.38
 (June '25 pmt \$5693.46 didn't have 49% taken out)

Current Fiscal Year

Estimated Revenue 2025 70,000.00
 less Revenue to General Fund 49% (34,300.00)
 less Revenue to Trails (to trans 6-2021) (10,000.00)
FY 2025-26 available for tourism awards \$ 25,700.00

Treasurer's Report Fund 122

Month End Balance History

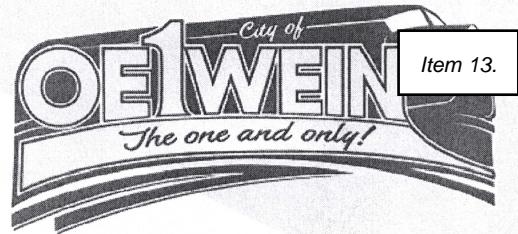
July 49,718.15
 August 56,966.36
 September 64,351.30
 October 72,016.06
 November 56,655.91
 December 69,935.93
 January 72,559.46
 February 72,674.61
 March 72,411.51
 April
 May
 June

Revenue Rec'd Tracking (s/b \$65,000)

July '25 9,956.97
 August '25 7,248.21
 September '25 7,384.94
 October '25 7,664.76
 November '25 -
 December '25 13,280.02
 January '26 4,123.53
 February '26 3,589.54
 March '26 2,649.44
 April '26
 May '26
 June '26 \$ 55,897.41

Project	Date Requested	Amount Requested	Council Award Date	Amount Awarded	Date Paid	Amount paid	*Remaining Balance	Special Instructions
Williams Center - Reba McEntire Tribute	6/1/2025	1,500.00	6/9/2025	1,500	11/12/2025	1,500.00		
Williams Center - Spirit of Christmas	9/1/2025	1,500.00	9/22/2025	1,500	1/9/2026	1,500.00		
Grand Theatre - HVAC system	9/1/2025	9,779.33	9/22/2025	5,291.15	11/25/2025	5,291.15		
Oelwein Coliseum	10/22/2025	9,369.00	10/27/2025	9,369	2/27/2026	9,369.00		
Williams Center - Billy Joel Tribute	1/1/2026	2,500.00	1/26/2026	2,500				
Oelwein USBC - 2026 Tournament	1/1/2026	4,600.00	1/26/2026	4,600	2/9/2026	4,086.19	513.81	
Oelwein Coliseum	2/1/2026	2,500.00	2/13/2026	1,500	2/27/2026	1,500.00		
Williams Center - Alabama Tribute	3/1/2026	2,500.00	3/9/2026	2,500				
Fayette Co Ag Society - Co Fair	3/1/2026	5,000.00	3/23/2026	2,500				
Big O Celebration - Big O Weekend	3/1/2026	10,000.00	3/23/2026	10,000				
				Total		\$ 41,260.15		

\$ 21,411.23 Available to award



**CITY OF OELWEIN
HOTEL AND MOTEL TAX FUNDING APPLICATION
(TOURISM)**

Application Deadlines

September 1 • December 1 • March 1 • June 1

Applications must be received by 5:00 p.m. on the deadline date. All areas of the applications must be completed and typed. Each applicant will be afforded the opportunity to attend a brief question and answer session with the Advisory Board.

Organization Name:

Contact Name:

Mailing Address:

City, State, Zip:

Phone: **Email Address:**

Date of Project:

Total Project Cost: \$

Total Requested from Hotel/Motel Tax Funds: \$

Please indicate which category you are applying for funds:

- Category 1 - Primary
- Category 2 - Community Culture and Education
- Category 3 - Community Recreation and Events
- Category 4 - New and Emerging Organization and Events

20 2nd Ave. S.W.
Oelwein, Iowa 50662

city@CityofOelwein.org
www.CityofOelwein.org

Phone: (319) 283-5440
Fax: (319) 283-4032

Project Identification

1. What is the title of your project?

Curb side Yard waste Pickup / Donation

Provide a brief description of your project. Attach additional pages, if needed.

See Letter

2. Hotel and Motel Tax Funds must be used to fund projects that promote and/or expand tourism activity in Oelwein. How will your project help to realize this goal?

See Letter

3. Project Evaluation:

Projected number of adults the project will reach

50-100

Projected number of youth the project will reach

10-30

Geographic area of draw

Pickup service is Oelwein
Brings people in outside Iowa

Volunteers:

Number of volunteers

2

Number of volunteer hours

3-4 hrs a week

Attendance of event previous year(s)

Just started

Day opens to public or performance(s)

Sats 10 AM - 3 PM.

1. project description.

We do free will donation curbside yard debris pickup. We provide carts and dumpster depending on how much debris, We currently help out a couple of residents who go around and do cleanups for the money, The 2 I help are on a fixed income and have no way to go to dump, We have about 50 stops and 12 dumpsters out, pickups are on sat mornings from mar-dec, The feedback is very good and residents love the service. And the various kids.

2. Hotel motel funds

We have had various company owners and fans of garbage truck do ride along with our service from out of state. We are the only non-profit 501c3 service of its kind in the USA.

We feel you can become a garbage man or woman for day doing old school service.

2 of the owners have stayed at our hotel, use ma and pas restraint, the individuals like the city as they have been to the waste museum and the rail museums, I feel we have a lot of eyes on our service as trash companies have reached out and ask how are you doing this service. The growth of this service is unlimited, We are giving back to non profits and the city by using and offering our services for yard debris removal at no charge.

4. Project Budget:

Please provide a project budget and schedule of completion including all expenses. If desired, the project budget may be attached to the application. If exact costs are not known please attach estimates to the application, which should be identified as such.

Carts are 35.00 Each plus shipping
Need 25-50 to service at freewill donation
This is the biggest expense.

List sources of matching funds obtained below. Funding requests are eligible for up to 100% funding, but priority will be given to projects with additional sources of funding, including in-kind donations.

our funding comes from donation of service

Is this application "seed money" for a new project? If yes, please explain.

Yes, to help purchase more carts for the service

Is this application for the expansion of an existing project/program? If yes, please explain.

Yes, The waste museum yard waste money would separate from them, this service can be its own SBIC 3 status, also service has doubled in a year

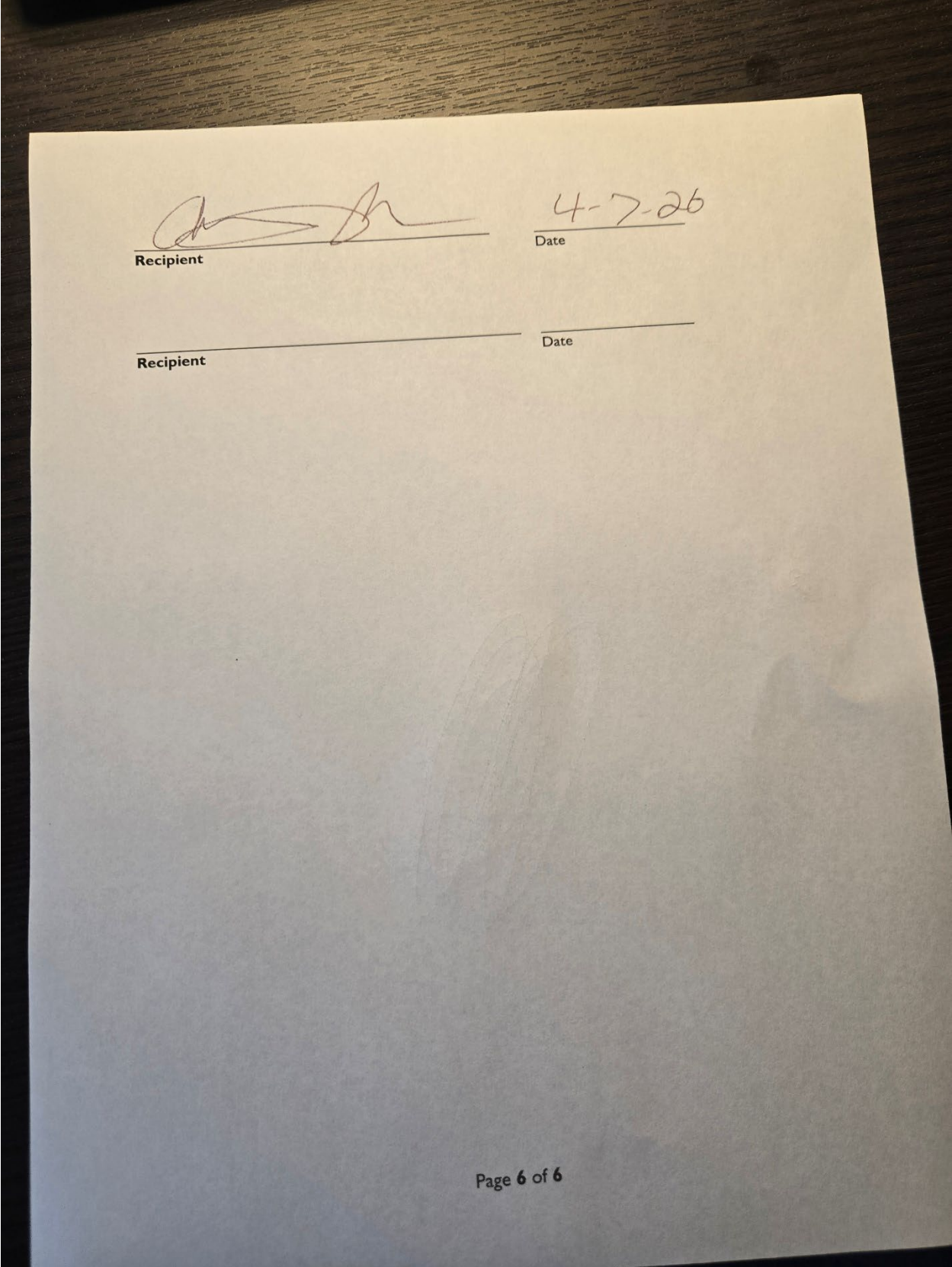
Have you ever received Hotel/Motel Tax Funding from the City of Oelwein in the past?

Yes: No: (check one)

If you answered yes, please answer the following: (attach additional pages, if needed)

Amount of Funding: \$ 5000

Date of Funding: 2021



[Signature]
Recipient

4-7-26
Date

Recipient

Date



To: Mayor and City Council
 From: Dylan Mulfinger, City Administrator
 Subject: Agenda Memo
 Date: 4/13/2026

Consent Agenda

1. Consideration of a motion approving the March 23, 2026 minutes.
2. Consideration of a resolution approving Change Order No. 2 in the amount of \$990.00 to Baker Enterprises, Inc. for the Oelwein Trails Segment 2.
3. Consideration of a resolution approving Pay Application No. 3 in the amount of \$25,843.80 to Baker Enterprises, Inc. for the Oelwein Trails Segment 2.
4. Consideration of a resolution amending the engineering services agreement with AECOM for the OLZ Rehabilitate T-Hangar Taxi lanes project in the amount of \$9,500.00.

Public Hearing

5. Public Hearing for the proposed City Budget for the Fiscal Year 2027 (2026-2027) on April 13, 2026 at 6:00 PM at the Oelwein City Council Chambers.

Ordinances

6. Consideration of an ordinance amending, Chapter 6, Article IV, Oelwein Airport Board, Section 6-103 Meeting and Minutes of the Code of Ordinances of the City of Oelwein, Iowa. - Third and Final Reading.
 1. The Airport board voted to move to meetings every other month. This code allows for that move and will also allow them to meet as needed. The recent changes at the airport with the city now overseeing all operations has reduced oversight needs of the airport board. The City Administrator recommends approving the third and final reading.
7. Consideration of an ordinance amending Chapter 19 – Animal and Fowl - Sections 19-0.5 through 19-39 Related to Animal and Fowl. - Second Reading.
 1. This will take the appeal process away from the city council and move it to the police station. Often times the city council is put in a position to play judge and jury on vicious animal hearings. Elected officials for several years have voiced their displeasure with the process and advised staff to take over the process. The City Administrator recommends approving the second reading.



Resolutions

8. Consideration of a resolution approving the FY2027 budget.
 1. The city council worked on this budget in 2025 and 2026. The city is working toward surviving now as property tax dollars remain stagnant with expenses skyrocketing. Staff will continue to remain diligent in providing a balance budget which offers a continuance of services provided.
9. Consideration of a resolution approving an emergency repair for a manhole on 4th St and 7th Ave SW in the amount of \$80,000.00.
 1. This is an emergency repair. This requires the city to work quickly and negotiate with a contractor to ensure a repair. Without a quick repair, the city will spend a great deal in bypass pumping. The city also runs the risk of filling basements with sewage. The City Administrator recommends approving the resolution.
10. Consideration of a resolution approving the repair of the Under-Ground Tank Monitor System by Dicks Petroleum to the city's fuel storage system in the amount of \$16,643.72.
 1. Staff investigated options instead of making the repairs. One option was fuel cards and using them locally. This would not be ideal for large equipment. We also debated a new system with above ground tanks, this was not financially feasible. This repair was determined to be the best solution. The City Administrator recommends approving the resolution.
11. Consideration of a resolution approving the demolition assistance application to Jason Hartsock for 1015 1st Ave SE in the amount of \$3,250.00.
 1. This property is an eyesore. The City Council can determine if dollars are needed for the tear down.
12. Consideration of a resolution reducing the price of bulk items stickers for Oelwein residents to \$10.00 as part of the annual large item cleanup program.
 1. This is a highly utilized program. The city has funding this year, but this funding must be monitored annually. The City Administrator recommends approving the resolution.

Motions

13. Consideration of a motion to approve the recommendation from the Planning, Finance, Enterprise and Economic Development Committee on the Hotel Motel request from the Compost Disposal Service.

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	803,053.36	166,839.67	180,157.63	(916.67)	788,818.73	Item A.
051 County Emergency Management	7,392.71	1,083.78	-	-	8,476.49	
110 Road Use Tax	669,397.55	56,190.59	78,224.41	-	647,363.73	
112 Trust and Agency	647,866.68	71,523.91	77,174.10	-	642,216.49	
113 Flex Spending	2,238.48	1,645.50	2,468.25	-	1,415.73	2,238.48
119 Emergency	-	-	-	-	-	
120 Sidewalks Repaired/Replaced Dwtm	125,000.00	-	-	-	125,000.00	
121 Sales Tax	576,427.15	56,677.91	-	-	633,105.06	
122 Hotel/Motel Tax	72,674.61	2,649.44	2,912.54	-	72,411.51	
123 Gas-Electric Franchise Fee	342,803.93	-	2,100.99	(21,295.00)	319,407.94	
124 Library Bequest	375,627.71	2,623.39	223.19	-	378,027.91	
126 Downtown TIF	288,075.06	9,976.30	-	-	298,051.36	
127 Industrial Park TIF	-	-	-	-	-	
128 Ind Park SubFund TIF East Penn	914,925.91	1,940.37	-	-	916,866.28	
132 DARE	-	-	-	-	-	
136 Trees Forever	4,607.11	-	-	-	4,607.11	
146 Oelwein Housing Revolving Loan Fund	114,578.73	-	-	-	114,578.73	
160 Econ Dev (\$12,500 Wellness Res)	(193,193.54)	251.00	13,272.02	-	(206,214.56)	
161 IRP Revolving Loan	389,177.26	12,078.71	42,316.63	-	358,939.34	358,939.34
162 Downtown Business Grants	126,516.29	-	-	-	126,516.29	
167 Oelwein Volunteer Fire Dept	13,523.60	-	-	916.67	14,440.27	
177 Forfeit Assets	890.56	414.00	-	-	1,304.56	
200 Debt Service	804,503.16	38,656.71	600.00	21,295.00	863,854.87	
201 Water Bondsinking	318,024.61	644.01	-	29,287.00	347,955.62	
202 Sewer Bondsinking	617,762.30	1,245.42	-	62,235.00	681,242.72	
205 Special Assessments	31,292.00	-	-	-	31,292.00	
282 CDBG Housing Rehab	-	-	-	-	-	
287 2020 GO Bond	6,846.67	-	-	-	6,846.67	
301 HMGP 4483 GRANT	-	-	-	-	-	
302 Oelwein Housing Teardown	784.50	-	-	-	784.50	
305 Airport Grant	(46,161.64)	-	1,521.11	-	(47,682.75)	
307 Tri Park Trail Extensions	779,192.65	-	-	-	779,192.65	
310 Plaza Park Expansion (OCAD Project)	-	-	-	-	-	
314 Dry Run Creek Flooding	(189,993.77)	-	-	-	(189,993.77)	
360 Cares Act NE Sewer Replacement	-	-	-	-	-	
385 Water Main Rpl 1 Av NE 5 & 12 Av SE	5,679.97	-	-	-	5,679.97	
387 '23-24 HMA Paving Imp 1st 12th SF Evt	232,156.75	-	-	-	232,156.75	
388 2024 GO Bond Const 10th St Bridge	922,369.13	3,459.73	447,689.28	-	478,139.58	
393 2022 GO Bond Construction City Hall	22,435.44	-	8,754.58	-	13,680.86	
397 Railroad Grant-Viaduct	18,271.76	-	-	-	18,271.76	
501 Cemetery Perp Care	300,732.83	910.37	-	-	301,643.20	4,643.20
600 Water (2016D Reserve \$67,000)	920,085.52	175,467.61	71,244.51	(64,287.00)	960,021.62	
601 Water Infrastructure Fee	541,209.98	4.93	2,341.47	35,000.00	573,873.44	
620 Customer Water Deposits	144,397.24	2,555.46	1,818.83	-	145,133.87	
640 Fuel	11,805.98	2,315.54	-	-	14,121.52	
670 Landfill	217,460.66	53,941.50	35,476.38	-	235,925.78	
671 Recycling	56,950.40	6,706.51	81.84	-	63,575.07	
672 ROW Trees Utility Fee	39,740.00	8,461.88	104.86	-	48,097.02	
680 Wellness Center	(20,227.05)	23,402.46	17,208.33	-	(14,032.92)	
700 Sewer/Waste Treatment	1,604,129.92	201,403.04	67,767.30	(97,235.00)	1,640,530.66	
701 Sewer Infrastructure Fee	697,247.13	0.69	-	35,000.00	732,247.82	
706 Reed Bed Exp - EQ Liner	(32,611.95)	-	6,500.00	-	(39,111.95)	
	13,285,667.35	903,070.43	1,059,958.25		13,128,779.53	

Fidelity 999-1003 and Community 999-1004 Money Market Accounts 2,459,245.19
 CD'S Fidelity 999-1113, Community 999-1114 Cemetery 501-1001 9,047,000.00
 Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002 364,998.27
 Unapplied Accounts Receivable -
 Balance Checking Account 999-1000 1,257,536.07
 Payroll Liabilities -

13,128,779.53 13,128,779.53

Signature:  Date: 4/7/26

Item A.

revenue	expense	transfer in	transfer out	
001-___-4	001-___-6	001-___-49	001-___-69	-
051-___-4	051-___-6	051-___-49	051-___-69	-
110-___-4	110-___-6	110-___-49	110-___-69	(0.00)
112-___-4	112-___-6	112-___-49	112-___-69	-
113-___-4	113-___-6	113-___-49	113-___-69	-
119-___-4	119-___-6	119-___-49	119-___-69	-
120-___-4	120-___-6	120-___-49	120-___-69	-
121-___-4	121-___-6	121-___-49	121-___-69	-
122-___-4	122-___-6	122-___-49	122-___-69	-
123-___-4	123-___-6	123-___-49	123-___-69	-
124-___-4	124-___-6	124-___-49	124-___-69	-
126-___-4	126-___-6	126-___-49	126-___-69	-
127-___-4	127-___-6	127-___-49	127-___-69	-
128-___-4	128-___-6	128-___-49	128-___-69	0.00
132-___-4	132-___-6	132-___-49	132-___-69	-
136-___-4	136-___-6	136-___-49	136-___-69	-
146-___-4	146-___-6	146-___-49	146-___-69	-
160-___-4	160-___-6	160-___-49	160-___-69	-
161-___-4	161-___-6	161-___-49	161-___-69	-
162-___-4	162-___-6	162-___-49	162-___-69	-
167-___-4	167-___-6	167-___-49	167-___-69	(916.67)
177-___-4	177-___-6	177-___-49	177-___-69	-
200-___-4	200-___-6	200-___-49	200-___-69	(21,295.00)
201-___-4	201-___-6	201-___-49	201-___-69	(29,287.00)
202-___-4	202-___-6	202-___-49	202-___-69	(62,235.00)
205-___-4	205-___-6	205-___-49	205-___-69	-
282-___-4	282-___-6	282-___-49	282-___-69	-
287-___-4	287-___-6	287-___-49	287-___-69	-
301-___-4	301-___-6	301-___-49	301-___-69	-
302-___-4	302-___-6	302-___-49	302-___-69	-
305-___-4	305-___-6	305-___-49	305-___-69	-
307-___-4	307-___-6	307-___-49	307-___-69	-
310-___-4	310-___-6	310-___-49	310-___-69	-
314-___-4	314-___-6	314-___-49	314-___-69	-
360-___-4	360-___-6	360-___-49	360-___-69	-
385-___-4	385-___-6	385-___-49	385-___-69	-
387-___-4	387-___-6	387-___-49	387-___-69	-
388-___-4	388-___-6	388-___-49	388-___-69*	-
393-___-4	393-___-6	393-___-49	393-___-69	-
397-___-4	397-___-6	397-___-49	397-___-69	-
501-___-4	501-___-6	501-___-49	501-___-69	-
600-___-4	600-___-6	600-___-49	600-___-69	-
601-___-4	601-___-6	601-___-49	601-___-69	(35,000.00)
620-___-4	620-___-6	620-___-49	620-___-69	-
640-___-4	640-___-6	640-___-49	640-___-69	-
670-___-4	670-___-6	670-___-49	670-___-69	-
671-___-4	671-___-6	671-___-49	671-___-69	-
672-___-4	672-___-6	672-___-49	672-___-69	-
680-___-4	680-___-6	680-___-49	680-___-69	-
700-___-4	700-___-6	700-___-49	700-___-69	-
701-___-4	701-___-6	701-___-49	701-___-69	(35,000.00)
706-___-4	706-___-6	706-___-49	706-___-69	-
				(183,733.67)

1,257,536.07	9991000 Checking
0.00	9991111 Utility
0.00	9991112 Accounts Receivable
0.00	0012120 payroll liabilities
0.00	___-2020 accounts payable
1,257,536.07	- Ckg Bal to match
	Col I Line 62

Revenue check - should equal transfers

City of Oelwein, IA**CLIENT LIAISON:**

Marie Amundson, PE

Phone: 608.242.6623

mamundson@msa-ps.com

Lisa Truong, MPA

Phone: 319.536.3492

ltruong@msa-ps.com**DATE:**

April 2, 2026

MSA developed an excellent GIS-based tool to help municipalities with a wide variety of capital improvement planning (CIP)-related tasks: the [Capital Improvement Planning App](#).

COMMUNITY CHANGE GRANT – PROJECT #08884014

We have not heard of any further correspondence regarding this grant.

BRIC OR FMA FUNDING – PROJECT #08884015

FMA grant funding is still in hiatus, pending department review. BRIC is being reinstated. The City and MSA are meeting with IA HSEM on April 8 to discuss steps to apply for BRIC. The BCA Toolkit will need to be updated with 7% discount, rather than 3.1%.

RAIL YARD BROWNFIELD

Eocene has provided options for next steps with cost estimates for each of those options. Please let us know, if you would like to move forward with any of those options.

In addition, Upper Explorerland Regional Planning Commission has begun work on an EPA Brownfield Assessment Grant application that could support this project.

IDALS WQI URBAN CONSERVATION PROJECTS PROGRAM

MSA provided support with the Water Quality Institute (WQI) funding application with water quality calculations and application narrative assistance. Additionally, MSA attended a meeting with the IDALS Urban Conservationist. The City did not receive funds at this time, solely due to a lack of secure funding from FEMA. IDALS is excited for the project and wants to work together when the project is ready to move forward.




The Library Noise
April 2026
 Volume 17, Issue 4

April Calendar

4/8 Daughters of the American Revolution	6:00
4/13 Friends Meeting	10:00
4/15 Library Board Meeting	5:00
4/23-25 Book & Bake Sale	
4/27 Book Talk	10:00
Everyone reads <i>The Housemaid</i> by Freida McFadden	

Friends of the Library Book & Bake Sale
April 23rd-25th

Find your next great read and a tasty treat. Sale hours are Thursday 9:00 a.m.- 7:00 p.m., Friday 9:00 a.m.– 5:30 p.m. and Saturday 9:00 a.m. - 3:00 p.m. Bake sale will be Thursday & Friday only.




Donor's Corner

The following people made donations in memory of loved ones during the month of March:

In memory of Seth Garceau
 Jens & Joanne Nielsen

In memory of Robert Newton
 Steve & Mary Reeder

In memory of Edith Kuhens
 The Magsamen Family



For more information on how you can create this lasting tribute to someone you have lost or would like to honor, please contact the library at 283-1515.

To request an accommodation for programs call 319-283-1515 or email oelwein@oelwein.lib.ia.us.



In 2026, we will commemorate the 250th anniversary of the signing of the Declaration of Independence in 1776.

The library is excited to honor this milestone by providing special programming.



Wednesday, April 8th at 6:00 p.m.
Daughters of the American Revolution
 presented by **Barbara Glasener**

Join Barbara to learn about membership and access valuable tips for researching Revolutionary War ancestors. The NSDAR is a women's service organization dedicated to volunteer work that promotes patriotism, preserves American history, and supports education for children. Women aged 18 and older with direct descent from a Patriot of the American Revolution can join.

Tuesday, June 9th at 6:00 p.m.
Colonial Country Dance Class presented by **Anna Kerns**



Join us as Anna Kerns from the Northeast Iowa Dance Academy (NIDA) will teach participants dance steps from the Colonial period. Colonial era attire encouraged. Refreshments served by the Friends of the Library.



The Oelwein Public Library has a Seed Exchange. It is located by the circulation desk in our old card catalog. It is stocked with seeds. Take what you can use. Don't forget to tell a librarian how many packets you have for our statistics.



Library Hours | Monday-Tuesday 9:00 a.m. to 8:00 p.m. | Wednesday-Thursday 9:00 a.m. to 7:00 p.m. | Friday 9:00 a.m. to 5:30 p.m. | Saturday 9:00 a.m. to 3:00 p.m.

201 East Charles St. Oelwein, IA 50662 | 319-283-1515 | oelwein@oelwein.lib.ia.us | www.oelwein.lib.ia.us



New items on the shelf

DVD's:

Five Nights at Freddy's 2, Predator: Badlands, Song Sung Blue, Star Trek: Strange New Worlds Season 3

Fiction:

The Devil's Bible-Steve Berry, Life: a Love Story-Elizabeth Berg, The Night We Met-Abby Jimenez, More Than Enough-Anna Quindlen, The Red Winter-Kristen M. Chase, , To Cage a Wild Bird-Brooke Fast, Worse Than a Lie-Benjamin Crump, Between Two Fires-Christopher Buehman

Non-Fiction:

A World Appears-Michael Pollan, American Struggle-Jon Meacham, The Feather Wars-James McCommons, Cave Mountain-Benjamin Hale, The Last Kings of Hollywood-Paul Fischer, You With the Sad Eyes-Christina Applegate, Devout-David Archuleta, Young Man in a Hurry-Gavin Christopher Newsom, We the Women-Norah O'Donnell, Streetwise-Lloyd C. Blankfein

New YA:

Beth is Dead-Katie Bernet, The Fox Hunt-Caitlin Breeze, The Sun and the Starmaker-Rachel M. Griffin, Wings of Starlight-Allison Saft, The Ruins Beneath Us-Sasha E. Sloan, A Stage Set For Villains-Shannon J. Spann, The Dragon and the Sun Lotus-Amelie Wen Zhao, Stolen Midnights-Katherine Quinn

Ladybug:

More Than a Tree-Sarah Kurpiel, The Mountain That Wouldn't Move-Sandra Dumais, Best Bunny Brother Ever-Marilyn Sadler, My Someone-Yuko Torii

New J:

The Unlikely Tale of Chase & Finnegan-Jasmine Warga, If You Lived During the American Revolution-Chris Newell, When Tomorrow Burns-Tae Keller, The Fly Who Flew Under the Sea-Lauren Sanchez

And so many more great titles!



Kid's April Programs

Wednesday, April 15th at 10:00 a.m.

Storytime: Caterpillars

Wednesday, April 15th at 3:00 p.m.

Button Making. Create a design and make it into a button you can wear.

Katie will be set up at the Wings Park STEM Night on April 30th 4:30-6:30 p.m.
Stop by and say hello!



Take and Make
Paper Bird Garland

Did You Know?

Announcing the Oelwein Public Library's Art Show

The Oelwein Public Library is excited to host its competitive Art Show from June 8th to June 12th, 2026. Participants can bring in their art during library business hours from May 28th to June 5th. All entries must be submitted by 4:00 p.m. on June 5th.

For further details and registration information, please visit our website at www.oelwein.lib.ia.us.

The art show will coincide with our Summer Reading Program, which is currently in the planning stages. Exciting activities are on the way! Participants will also receive additional tickets for Summer Reading Program prizes just for entering the Art Show. Stay tuned for more information about the Summer Reading Program.



Sign up today.
Share the gift of reading.
Ask us how.



Children under the age of seven (7) must be accompanied by a responsible person at least fourteen (14) years old. It is the responsibility of parents/guardians/caregivers to supervise and monitor the behavior and safety of their children or persons in need of a caregiver at all times. The library is not responsible for children or persons in need of a caregiver left in the building.

Library Hours | Monday-Tuesday 9:00 a.m. to 8:00 p.m. | Wednesday-Thursday 9:00 a.m. to 7:00 p.m. | Friday 9:00 a.m. to 5:30 p.m. | Saturday 9:00 a.m. to 3:00 p.m.

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