

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

December 09, 2024 Oelwein, Iowa

Mayor: Brett DeVore Mayor Pro Tem: Matt Weber Council Members: Karen Seeders, Anthony Ricchio, Lynda Payne, Dave Garrigus, Dave Lenz

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

<u>1.</u> Public Comment Policy.

Consent Agenda

2. Consideration of a motion to approve the November 25, 2024 minutes.

Public Hearing

- <u>3.</u> Public Hearing for December 9th, 2024 at 6:00 PM in the Oelwein City Council Chambers for the construction plan specifications for the construction of the 10th Street Bridge over Otter Creek.
- <u>4.</u> Public Hearing for December 9th, 2024 at 6:00 PM in the Oelwein City Council Chambers for the proposed sale of 124 7th Ave NW, Parcel No. 1820281004, and the previously vacated alley adjacent to the parcels to Hunter Woodward in the amount of \$2,000.00.

Ordinances

5. Consideration of an ordinance amending Chapter 7: Water and Sewers, Article 3, Section 7-47: Collection Procedures.- First Reading

Resolutions

- <u>6.</u> Consideration of a resolution amending the personnel policy for police officers by adding Appendix A.
- 7. Consideration of a resolution approving the Code of Ethics addendum to the Rules of Procedure for the Conduct of City Council.
- 8. Consideration of a resolution approving Task Order No. 2 with Origin Design for the design of 10th Street Bridge in the amount of \$255,000.00.

- <u>9.</u> Consideration of a resolution approving the replacement of Blower #2 VFD from Automatic Systems in the amount of \$19,233.00 for the Oelwein Waste Treatment Plant.
- <u>10.</u> Consideration of a resolution approving a HVAC system heat pump repair with Waldinger Corporation in the amount of \$12,288.89 for the Oelwein Public Library.
- 11. Consideration of a resolution approving the sale of 124 7th Ave NW, Parcel No. 1820281004, and the previously vacated alley adjacent to the parcels to Hunter Woodward in the amount of \$2,000.00.
- <u>12.</u> Consideration of a resolution setting a public hearing for December 23rd, 2024 at 6:00 PM in the Oelwein City Council Chambers for the proposed sale of 311 East Charles Street to Shawn Bentley and Christina Edmonds in the amount of \$2,500.00.

Council Updates

Mayor's Report

- A. Consideration of a motion reappointing Roger Boylen to the Planning and Zoning Commission.
- B. Vacancies on Boards and Commissions.

City Attorney's Report

City Administrator's Report

<u>A.</u> City Administrator.

Executive Session

A. Consideration of a motion to go into Executive Session per Iowa Code Section 21.5 (1) C to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

B. Consideration of a motion to return to regular session.

Adjournment

ii. Additional Information.

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



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 wising 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.cityofoelwein.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 November 25, 2024 - 6:00 PM

Pledge of Allegiance

Call to Order

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

Roll Call

Present:	Ricchio, Payne, Weber, Garrigus
Also Present:	Mayor DeVore, City Administrator Mulfinger, City Clerk/Treasurer Rigdon
Absent:	Seeders, Lenz

Additions or Deletions

A motion was made by Weber, seconded by Garrigus to adopt the agenda as amended.

All aye. Motion carried.

Consent Agenda

- 2. Consideration of a motion to approve the November 12, 2024 minutes.
- 3. Claims Resolution in the amount of \$525,327.89.
- 4. Consideration of a motion approving the Class E Retail Alcohol License for Vision 786, LLC. dba Super Mart.

A motion was made by Garrigus, seconded by Weber to approve the consent agenda.

All aye. Motion carried.

Resolutions

5. Consideration of a resolution approving Pay Application No. 3 in the amount of \$19,513.00 to Woodruff Construction for the Oelwein Municipal Airport Airfield Vault.

A motion was made by Garrigus, seconded by Ricchio to adopt Resolution No. 5672-2024.

Ayes: Ricchio, Payne, Weber, Garrigus

Nays: NA

Absent: Seeders, Lenz

Motion carried.

6. Consideration of a resolution fixing the amount to be assessed for nuisance abatement, approving the special assessment schedule, and directing the clerk to publish, mail, and file the assessment schedule all in accordance with Chapter 384 of the Iowa Code.

Mayor DeVore and Councilmember Weber would like to amend the resolution to adjust the interest to 9% instead of 7% and the term reduced to 5 years instead of 10 years due to previous issues with this taxpayer.

A motion was made by Weber, seconded by Payne to adopt Resolution No. 5673-2024, with the interest at 9% and the term being 5 years.

Ayes: Ricchio, Payne, Weber, Garrigus

Nays: NA

Absent: Seeders, Lenz

Motion carried.

7. Consideration of a resolution approving the contract with Upper Explorerland Regional Planning Commission and the City of Oelwein for the Revolving Loan Fund/Intermediary Relending Program administration for January 1, 2025 through December 31, 2027.

A motion was made by Weber, seconded by Payne to adopt Resolution No. 5674-2024.

Ayes: Ricchio, Payne, Weber, Garrigus

Nays: NA

Absent: Seeders, Lenz

Motion carried.

8. Consideration of a resolution setting a public hearing for December 9th, 2024 at 6:00 PM in the Oelwein City Council Chambers for the proposed sale of 124 7th Ave NW, Parcel No. 1820281004, and the previously vacated alley adjacent to the parcels to Hunter Woodward in the amount of \$2,000.00.

A motion was made by Garrigus, seconded by Ricchio to adopt Resolution No. 5675-2024, per the recommendation of the Planning Finance, Enterprise, and Economic Development Committee.

Ayes: Ricchio, Payne, Weber, Garrigus

Nays: NA

Absent: Seeders, Lenz

Motion carried.

9. Consideration of a resolution approving the demolition assistance application to Joel and Diane Hall for 1102 1st Avenue SE in the amount of \$5,000.00.

A motion was made by Garrigus, seconded by Ricchio to adopt Resolution No. 5676-2024, per the recommendation of the Planning Finance, Enterprise, and Economic Development Committee.

Ayes: Ricchio, Payne, Weber, Garrigus Nays: NA Absent: Seeders, Lenz

Motion carried.

Motions

10. Consideration of a motion approving the Planning, Finance, Enterprise, and Economic Development Committees recommendation on the sale of 311 East Charles.

A motion was made by Ricchio, seconded by Weber to approve the sale to Shawn Bentley and Christina Edmonds in the amount of \$2,500.00 with specific repairs made to the home as noted by Building Official Kral, per the recommendation of the Planning Finance, Enterprise, and Economic Development Committee. All aye. Motion carried.

Committee Reports

11. Report from Ricchio on the November Airport Board meeting minutes.

For full minutes, please visit: https://www.cityofoelwein.org/bc-ab/page/airport-board-40

12. Report from Garrigus on the November Park and Recreation meeting minutes.

For full minutes, please visit: https://www.cityofoelwein.org/bc-parks/page/parks-and-recreation-19

Council Updates

Councilmember Payne stated the sewer on 5th Avenue and 6th-7th Street Southwest is causing backups. Residents should call Public Works to investigate issues when it is happening.

Councilmember Weber stated the Emergency Management Commission had interviewed 3 candidates for the position of Emergency Management Coordinator. Nathan Post has accepted the position.

Mayor's Report

Mayor DeVore reminded the council of the vacancies on the boards and commissions.

Mayor DeVore followed up on Oelwein Celebrations, Inc. issues and he reported on two fiberoptics companies wanting to have a presence in the city.

Adjournment

A motion was made by Weber, seconded by Garrigus to adjourn the meeting at 6:36 PM.

All aye. Motion carried.

ATTEST:

Brett DeVore, Mayor

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 November 25, 2024 and copy of said proceedings was furnished to the Register November 26, 2024.

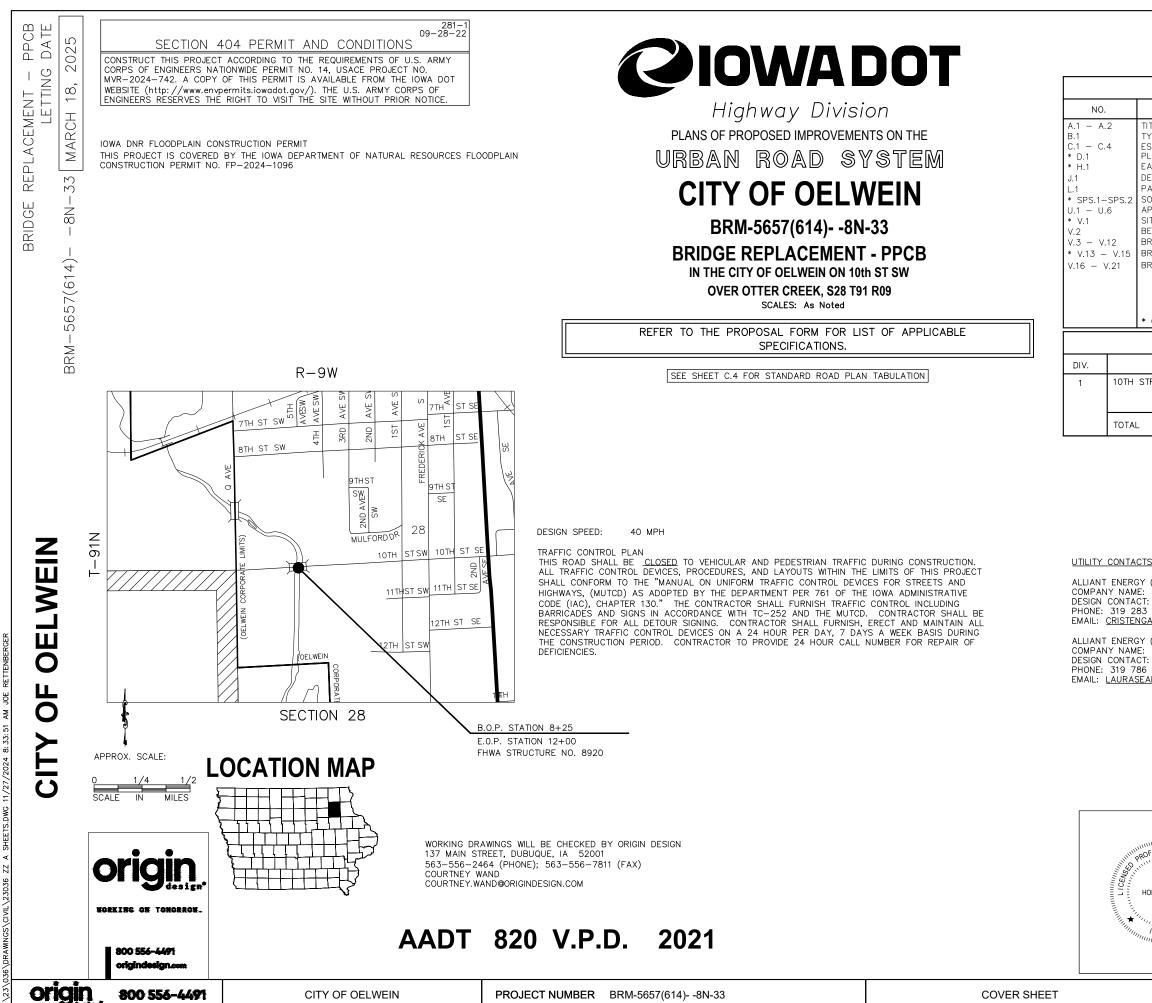
Dylan Mulfinger, City Administrator

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS CITY OF OELWEIN, IOWA 10th Street SW over Otter Creek, S28 T91 R09 BRM-5657(614)--8N-33

NOTICE IS HEREBY GIVEN: The City Council of Oelwein, Iowa, will hold a public hearing on the proposed plans and specifications for the 10th Street SW Over Otter Creek project in accordance with the provisions of Chapter 26, Code of Iowa, at 6:00 p.m. on the 9th of December, 2024, at City Hall, 20 2nd Ave SW Oelwein, Iowa 50662. Said proposed plans and specifications are now on file in the office of the City Clerk. At said hearing any interested person may appear and file objections thereto.

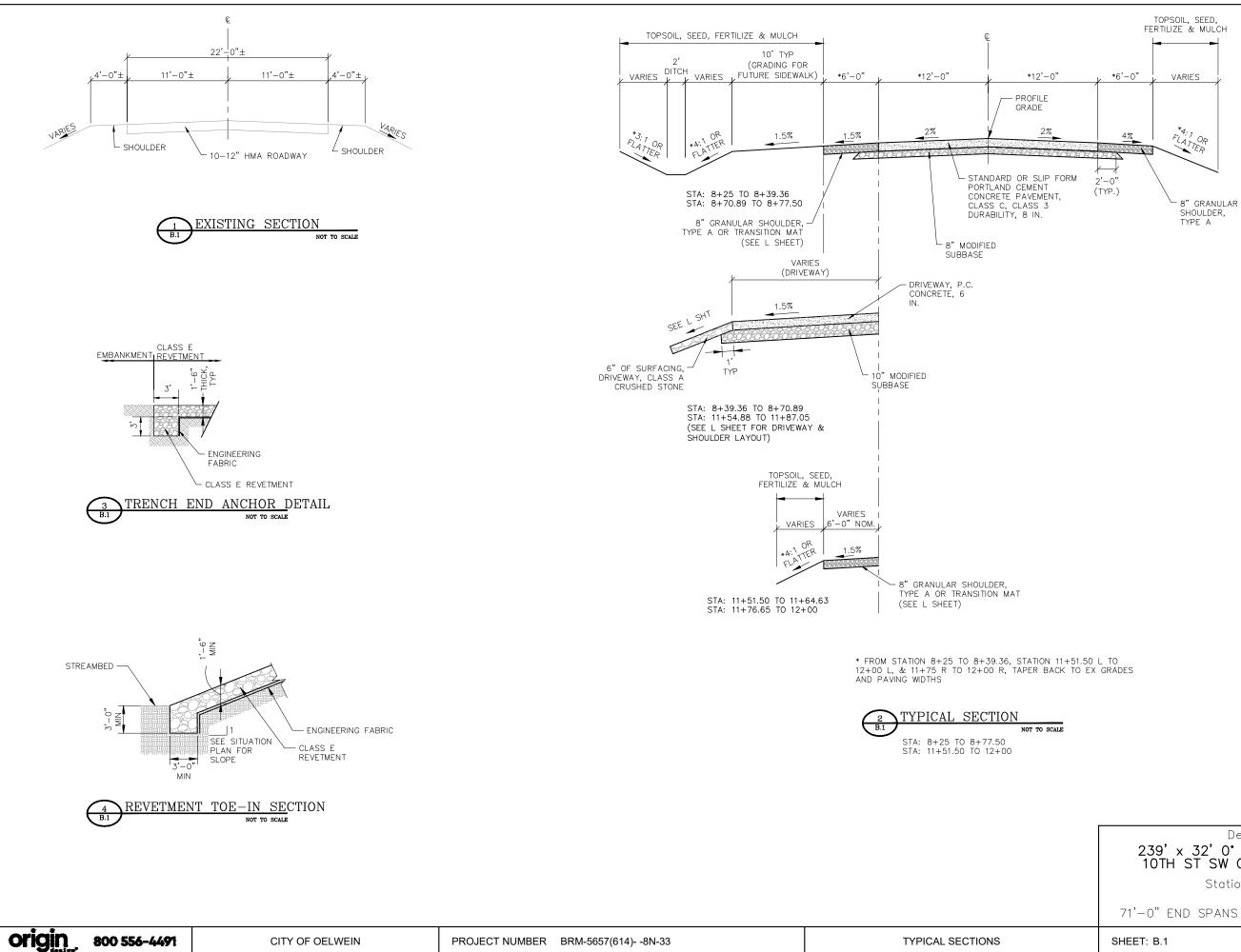
The 10th Street over Otter Creek project consists of constructing a replacement structure on 10th St SW over Otter Creek in the City of Oelwein. The replacement structure is a 239' x 32' PPCB Bridge with an 8' wide sidewalk with concrete roadway approach pavement.

Published by order of the City Council given on the 12th of November 2024.



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Origin, 800 556-4491 CITY OF OELWEIN PROJECT NUMBER BRM-5657(614)8N-33 LEGEND AND ABBREVIATIONS SHEET: A.2 REV: .	12



800 556-4491

CITY OF OELWEIN

TYPICAL SECTIONS

Design 239' x 32' 0° SKEV 10TH ST SW OVER Station: 10	W PPCB BRIDGE OTTER CREEK	
71'-0" END SPANS	97'-0" CENTER SPAN	
SHEET: B.1	REV: .	13

Item 3.

ef. 10.	ITEM CODE	10th STREET IN OELWEIN BRIDGE REPLACEMENT - BRM-5657(614)8N-33 BID ITEM DESCRIPTION	UNITS	Roadway Quantities	BRIDGE QUANTITIES	ΤΟΤΑ
1	2101-0850001	CLEARING AND GRUBBING	ACRE	0.72		0.72
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY & BORROW	СҮ	295		295
3	2104-2713020	EXCAVATION, CLASS 13, CHANNEL	CY		4107	4107
4		TOPSOIL, STRIP, SALVAGE AND SPREAD	СҮ	241		241
5		MODIFIED SUBBASE	СҮ	85		85
6	2121-7425010	GRANULAR SHOULDERS, TYPE A	TON	55		55
7	2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	154.2		154.
8	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	268		268
9	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	42		42
10		REMOVAL OF EXISTING BRIDGE	LS		1	1
11	2402-2720000	EXCAVATION, CLASS 20	CY		104	104
12	2402-2721000	EXCAVATION, CLASS 21	CY		106	106
13	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY		495.0	495
14	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB		128331	1283
15	2407-0562870	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB70	EACH		10	10
16	2407-0562895	BEAMS, PRETENSIONED PRESTRESSED CONCRETE, BTB95	EACH		5	5
17	2408-7800000	STRUCTURAL STEEL	LB		5787.2	5787
18		CONCRETE BARRIER RAILING	LF		476	476
19	2414-6460000	ORNAMENTAL METAL RAILING	LF		261.6	261.
20	2417-0225024	APRONS, METAL, 24 IN. DIA.	EACH	1		1
21	2417-1040024	CULVERT, CORRUGATED METAL ENTRANCE PIPE, 24 IN. DIA.	LF	28		28
22	2501-0201057	PILES, STEEL, HP 10 X 57	LF		1100	110
23	2501-6335010	PREBORED HOLES	LF		183.2	183.
24	2505-4008120	REMOVAL OF STEEL BEAM GUARDRAIL	LF		106	106
25	2507-3250005	ENGINEERING FABRIC	SY		1310	131
26	2507-6800061	REVETMENT, CLASS E	TON		1250	125
27	2510-6745850	REMOVAL OF PAVEMENT	SY	529		529
28	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	56		56
29		REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	1		1
30	2528-2518000	SAFETY CLOSURE	EACH	4		4
31	2528-8445110	TRAFFIC CONTROL	LS	1		1
32	2533-4980005	MOBILIZATION	LS	1		1
33	2599-9999005	34" TO 38" CONCRETE BARRIER TRANSITION SECTION, MODIFIED	EACH		4	4
34	2599-9999005	REMOVE AND REINSTALL EXISTING FLAP GATE, 24"	EACH	1		1
35	2599-9999005	CONCRETE BARRIER, APPROACH, MODIFIED, 16 FT	EACH	4		4
36	2599-9999009	CORING ROCK SOCKET	LF		24	24
37	2601-2634100	MULCHING	ACRE	1		1
38	2601-2636043	SEEDING AND FERTILIZING (RURAL)	AC	0.5		0.5
39		STABILIZING CROP - SEEDING AND FERTILIZING	AC	0.5		0.5
40	2601-2700020	TRANSITION MAT	SF	240		240
41	2602-0000020		LF	450		450
42	2602-000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	450		450
43	2602-000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	225		22
44		PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	575		575
45	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE		575		575

origin 800 556-4491

CITY OF OELWEIN

PROJECT NUMBER BRM-5657(614)- -8N-33

QUANTITIES

			Item 3.	
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	SHEET: C.1	REV: .	14	

ESTIMATE RE	FERENCE INFORMATION	
	NOT CONSTITUTE A BASIS FOR EXTRA WORK ORDER REQUESTS	
REF. NO.	DESCRIPTION	
DISTURB WETLAND AREA NOTED ON SHEET D.1 WITHOUT PRIOR APPROVAL OF THE ENGINEER. 1 RESPONSIBLE FOR REMOVAL AND GRUBBING ASSOCIATED WITH ANY REMAINING MATERIALS,	RANULAR SHOULDER AND SLOPE LIMITS FROM APPROXIMATELY STA 8+25 TO STA 12+00 BOTH SIDES. DO NOT CITY WILL FELL ANY POTENTIAL BAT HABITAT TREES PRIOR TO MARCH 31, 2025. CONTRACTOR WILL BE AND ALL EFFORTS NEEDED FOR ANY OTHER TREES OR BRUSH WITHIN THE GRADING LIMITS. PRIOR TO BIDDING, TO BE CLEARED AND GRUBBED TO CONFIRM THE EXTENT OF EFFORT REMAINING. INCLUDES REMOVAL OF ANY CONSTRUCTION LIMITS.	CLEARING AND GRUBBING
2 REVETMENT PLACEMENT OTHER THAN BETWEEN THE FACE OF THE PROPOSED BRIDGE ABUTM QUANTITIES ARE ADJUSTED FOR PAVEMENT REMOVAL BUT ARE NOT ADJUSTED FOR TOPSOIL. SUCH THAT NO BORROW IS EXPECTED TO BE REQUIRED. CUT VOLUME ALSO INCLUDES EXCAN	CREEK. CLASS 10 EXCAVATION INCLUDES EARTHWORK FOR ROADWAY EMBANKMENT, DITCHES, AND MENTS. QUANTITY INDICATED IN THE PLANS REPRESENTS TOTAL CUT QUANTITY WITHIN THE LIMITS OF CLASS 10. SUFFICIENT CUT MATERIAL WILL BE AVAILABLE FROM THE CLASS 10 AND THE CLASS 13, CHANNEL BID ITEM (ATION FOR EMBEDMENT OF REVETMENT, CLASS E AND REVETMENT TOE DETAIL THAT IS WITHIN THE LIMITS OF SED FOR EMBANKMENT CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR WASTING ANY UNSUITABLE OR N. PAYMENT QUANTITY WILL BE THE QUANTITY SHOWN IN THE CONTRACT DOCUMENTS.	EXCAVATION, CLASS 10, ROADWAY & BORF
ABUTMENTS, QUANTITY INDICATED IN THE PLANS REPRESENTS TOTAL CUT QUANTITY WITHIN THADJUSTED FOR TOPSOIL. CUT VOLUME ALSO INCLUDES EXCAVATION FOR EMBEDMENT OF RE EXCAVATION, MATERIAL DETERMINED TO BE SUITABLE BY THE ENGINEER MAY BE USED FOR E	CREEK. CLASS 13 CHANNEL EXCAVATION INCLUDES THE AREA BETWEEN THE FACE OF PROPOSED BRIDGE IE LIMITS OF CLASS 13, CHANNEL. QUANTITIES ARE ADJUSTED FOR PAVEMENT REMOVAL BUT ARE NOT VETMENT, CLASS E AND REVETMENT TOE DETAIL THAT IS WITHIN THE LIMITS OF CLASS 13, CHANNEL IMBANKMENT CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR WASTING ANY UNSUITABLE OR EXCESS NTITY MEASURED FOR PAYMENT WILL BE THE QUANTITY SHOWN IN THE CONTRACT DOCUMENTS.	EXCAVATION, CLASS 13, CHANNEL
4 REPLACE TO A MINIMUM OF 4 INCHES. QUANTITY CALCULATED IS BASED ON AREA WHERE TOF THE SLOPE LIMITS SHOWN IN GRADING AREAS.	PSOIL IS TO BE PLACED WITHIN FINISHED CONSTRUCTION LIMITS. CONSTRUCTION LIMITS FOR THIS PURPOSE ARE	TOPSOIL, STRIP, SALVAGE AND SPREAD
⁵ SUBBASE UNDER APPROACH PAVEMENT IS INCLUDED IN BRIDGE APPROACH PAVEMENT ITEM	QUANTITY ASSUMES THAT THERE IS A 2' EXTENSION OF THE SUBBASE ON ROADWAY PAVEMENT. MODIFIED AS NOTED ON U SHEETS AND IS NOT PAID SEPERATELY.	MODIFIED SUBBASE
6 FOR ROADWAY SHOULDER MATERIAL AS SHOWN ON THE B.1 TYPICAL SECTION SHEET.		GRANULAR SHOULDERS, TYPE A
	AND U.2. INCLUDES PAVING UNDER A PORTION OF CONCRETE, BARRIER, APPROACH MODIFIED. CONTRACTOR IS OF SECTION 2428 OF THE STANDARD SPECIFICATIONS SHALL APPLY FOR THIS PROJECT. EVALUATION I APPLY FOR THIS PROJECT AND NO INCENTIVE FOR THICKNESS WILL BE PAID.	BRIDGE APPROACH PAVEMENT, AS PER PL
	. CONTRACTOR SHALL PROVIDE CERTIFIED PLANT INSPECTION. EVALUATION REQUIREMENTS FOR SMOOTHNESS DJECT AND NO INCENTIVE FOR SMOOTHNESS WILL BE PAID. EVALUATION REQUIREMENTS FOR THICKNESS OF INCENTIVE FOR THICKNESS WILL BE PAID.	STANDARD OR SLIP FORM PORTLAND CEME CLASS 3 DURABILITY, 8 IN.
9 FOR USE AS GRANULAR SURFACING ON ENTRANCES AS SHOWN ON SHEET B.1 AND SHEET L.1	CONTRACTOR TO FURNISH AND SPREAD THE MATERIAL AT A TYPICAL 6 INCH THICKNESS.	SURFACING, DRIVEWAY, CLASS A CRUSHE
	AND ABUTMENTS. CONTRACTOR TO REMOVE ALL SUBSTRUCTURE TO 3 FEET MINIMUM BELOW FINISHED GRADE E PROPERTY OF THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR DISPOSAL OF THE STRUCTURE OFFSITE.	REMOVAL OF EXISTING BRIDGE
11 AT BRIDGE ABUTMENTS		EXCAVATION, CLASS 20
12 AT BRIDGE PIERS		EXCAVATION, CLASS 21
· · · · · · · · · · · · · · · · · · ·	OR SMOOTHNESS OF SECTION 2428 OF THE STANDARD SPECIFICATIONS SHALL APPLY FOR THIS PROJECT.	STRUCTURAL CONCRETE (BRIDGE)
		REINFORCING STEEL, EPOXY COATED
INCLUDES THE COST OF PROVIDING BEAM VENTS PER V. 16 AND PROVIDING BEAM BEARING M INCLUDES THE COST OF PROVIDING BEAM VENTS PER V. 16 AND PROVIDING BEAM BEARING M		BEAMS, PRETENSIONED PRESTRESSED CO BEAMS, PRETENSIONED PRESTRESSED CO
17 FOR BRIDGE BEAM DIAPHRAGMS AND DECK DRAINS PER V SHEETS.	AILINALU.	STRUCTURAL STEEL
18 CONTRACTOR SHALL PROVIDE CERTIFIED PLANT INSPECTION.		CONCRETE BARRIER RAILING
ON NORTH DECK EDGE PER U SHEETS. SHOP DRAWING SUBMITTAL REQUIRED. CONTRACTOR 5 IF ACCEPTABLE, THE PANEL AND POST MAY BE INCORPORATED INTO THE PROJECT. NO FIELD	SHALL PROVIDE ONE RAILING PANEL AND POST AS A MOCK UP PRIOR TO FABRICATION OF THE ENTIRE SECTION. PAINTING ALLOWED EXCEPT FOR REPAIR OR TOUCH UP PER NOTES IN PLAN SET. FIELD WELDING OR CUTTING IS NTRACT DOCUMENTS, FROM END OF RAILING TO END OF RAILING. BASIS OF PAYMENT IS FULL COMPENSATION RAIL AS SHOWN IN THE CONTRACT DOCUMEENTS.	ORNAMENTAL METAL RAILING
20 FOR INLET END OF DRIVEWAY CULVERT AT STA 8+83.93 LT.		APRONS, METAL, 24 IN. DIA.
21 FOR DRIVEWAY AT STA 8+54.89 LT.		CULVERT, CORRUGATED METAL ENTRANCE
22 SEE V SHEETS FOR PILE DRIVING NOTES.	OR PIER PILES THAT ARE IN ROCK CORES. PILE POINTS SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM.	PILES, STEEL, HP 10 X 57
²³ INSTEAD OF BENTONITE. SATURATED SAND IS CONSIDERED INCIDENTAL TO THIS ITEM.	S ON V.3. SEE NOTES ON V.3 FOR WHEN PIER PILE PREBORED HOLES SHOULD BE FILLED WITH SATURATED SAND	PREBORED HOLES
TO THIS ITEM.	OF ALL OBJECT MARKERS/HAZARD SIGNS ASSOCIATED WITH THE GUARDRAIL AND BRIDGE ENDS ARE INCIDENTAL	REMOVAL OF STEEL BEAM GUARDRAIL
	BRIC IS NOT IMMEDIATELY INSTALLED, PERIMETER AND SLOPE CONTROL DEVICE SHALL BE INSTALLED TO	ENGINEERING FABRIC
26 PLACED AROUND ABUTMENTS AND PIERS AS SHOWN ON SHEET D.1, V.1 AND V.2 INCLUDING AS		REVETMENT, CLASS E
27 FOR REMOVAL OF EXISTING HMA PAVEMENT. METHOD OF MEASUREMENT FOR REMOVAL OF F REMOVAL WITH THE ENGINEER PRIOR OT REMOVAL.	AVEMENT WILL BE THE QUANTITY SHOWN IN THE CONTRACT DOCUMENTS. CONFIRM EXTENTS OF PAVEMENT	REMOVAL OF PAVEMENT
28 CONTRACTOR SHALL SUPPLY CERTIFIED PLANT INSPECTION. SEE SHEET D.1 AND SHEET L.1 FC	R LAYOUT INFORMATION.	DRIVEWAY, P.C. CONCRETE, 6 IN.
		,
FOR EVICTING OPEED LIMIT CION AS CHOMM ON OUTET DA FIELD VEDIEVU CONTINUE DE MOTO	L PER SEIVE TYPE T INSTALLATION WITH AN "X" DISTANCE FROM THE EDGE OF PAVEMENT TO EDGE OF SIGN OF T	
	I REMOVED AND REINSTALLED AS SHOWN IN THE CONTRACT DOCUMENTS. BASIS OF PAYMENT IS FULL REMOVAL AND RE-INSTALLATION OF THE EXISTING SIGN AND POST AS SHOWN IN THE CONTRACT DOCUMENTS.	REMOVE AND REINSTALL SIGN AS PER PLAT

	Iter	m 3.
RROW		
PLAN		
MENT CONCRETE PAVEMENT, CLASS C,		
IED STONE		
CONCRETE, BTB70 CONCRETE, BTB95		
·		
CE PIPE, 24 IN. DIA.		
LAN		

Data Below is For INFORMATION ONLY AND DOES INT CONSTITUTE A BASIS FOR EXTRA WORK OPDER REQLESTS BID TEX DESCRIPTION DESCRIPTION BID TEX DESCRIPTION TXFFTC CONTROL VEX.000 REET 1.1 NOLDES ALL TEXN ASSOCIATED WITH PROVIDE A SINCED DETOR. TXFFTC CONTROL MOBILIZATION VEX.000 REET 1.1 NOLDES ALL TEXN ASSOCIATED WITH DRAVERIS WERE TRANSPORTED PLANT INSPECTION. NAUDIS SILL EXPORT MOBILIZATION VEX.000 REET 0.0 ADDITIONAL, NO ORMATICA SILL PROVIDE CERTIMON INCLUSE ALL CONCRETE AND REIT PLANT INSPECTION. NAUDIS SILL CONCRETE DRAVEN INCLUSE ALL EXPORT NAUDIS SILL CONCRETE DRAVEN INCLUSE ALL EXPORT NAUDIS SILL CONCRETE DRAVEN INCLUSE ALL EXPORT NAUDIS SILL EXPORT NAUDIS		ESTIMATE REFERENCE INFOR	RMATION	
Constraints Constrain				
	D. 1 SEE NOTES ON SHEET A.1 AND SHEET	J.1. INCLUDES ALL ITEMS ASSOCIATED WITH PROVIDING A SIGNED DETOUF	λ.	
	PER SECTION 2513 OF THE STANDARD SECTION.	SPECIFICATIONS. METHOD OF MEASUREMENT SHALL BE BY COUNT FOR TH REINFORCEMENT IN CONCRETE BARRIER TRANSITION SECTIONS THAT IS N	HE BARRIER TRANSITION SECTION. BASIS OF PAYMENT WILL BE THE CONTRACT UNIT PRICE NOT PART OF THE BRIDGE STRUCTURE IS NOT PAID FOR SEPARATELY. PAYMENT IS	34" TO 38" CONCRETE BARRIER TRANSITION SECTION, MODIFIED
 Berlin Marken and State State	34 DRIVEWAY PIPE OUTLET AT APPROXIM	ATE STA. 8+70, 62.68' LT. SEE D.1 FOR LOCATION. METHOD OF MEASUREM	IENT IS BY EACH RUBBER FLASH GATE INSTALLED. BASIS OF PAYMENT SHALL BE FULL	REMOVE AND REINSTALL EXISTING FLAP GATE, 24"
Here Merider (Hard, Here Free And Community & Press, 2004) Here And Community & Press, 2004) He	35 SHALL BE AS PER SECTION 2513 OF TH PRICE EACH FOR THE TYPE OF END SE	E STANDARD SPECIFICATIONS. METHOD OF MEASUREMENT SHALL BE BY C CTION. REINFORCEMENT IN CONCRETE BARRIER END SECTIONS THAT IS NO	COUNT FOR THE BARRIER END SECTION. BASIS OF PAYMENT WILL BE THE CONTRACT UNIT OT PART OF THE BRIDGE STRUCTURE IS NOT PAID FOR SEPARATELY. PAYMENT IS	CONCRETE BARRIER, APPROACH, MODIFIED, 16 FT
⁴⁹ JEONEMART SERIEN AND WILL BE AUXILIAR DE LE SA DURING DE SUTIESCO. PLACEMARC PLACEMARC AUXILIAR DE ALLA SUTIESCO MUNICIPACIENTE HER BURGARIA DE LE DESCRUTER SERIE DUE DO CONTRUCTORES SERIES (SERIE AUXILIARE) DE SUTIESCO DUE DUE DO CONTRUCTORES DUE DUE DO CONTRUCTORES DE SUTIESCO DUE DUE DUE DO CONTRUCTORES DE SUTIESCO DUE DUE DO CONTRUCTORES DE SUTIESCO DUE DUE DO CONTRUCTORES DE SUTIESCO DUE	THE NUMBER OF LINEAL FEET OF ROCK INCH DIAMETER ROCK SOCKETS A MINI TO BACKFILL THE SOCKET TO THE REQ	K CORING WILL BE MEASURED IN THE FIELD AND PAID FOR AT THE CONTRAK MUM 3 FEET INTO BEDROCK. THIS ITEM INCLUDES THE COST OF DISPOSAL UIRED ELEVATION. IF PIER PILES CAN BE DRIVEN TO ELEVATION 972 (10 FEI VIRED ELEVATION. IF PIER PILES CAN BE DRIVEN TO ELEVATION 972 (10 FEI	ACT UNIT PRICE BID PER LINEAL FOOT. THE PRICE BID INCLUDES THE COST OF PREDRILLING 16 OF EXCAVATED MATERIAL AND FURNISHING AND PLACING CLASS "C" STRUCTURAL CONCRETE	CORING ROCK SOCKET
 I. M. DELIBERZARSA UNDER LARGENER INFOLTATION THE LILLES ARADID OR ORBALLAR MERAL INCOMENDIAL TO SECURATION OR LARGENER AND AND INFORMATION TRANSMICHT AND AND TO SECURATION ORDER TO BE AND AND AND THE LINE OF THE ADDRESS OF LARGENER AND AND AND AND AND AND AND AND AND AND	37	, , ,	R MATERIAL. HYDROMULCHING IS ALLOWABLE. QUANTITY ASSUMES BOTH TEMPORARY AND	MULCHING
	38 ALL DISTURBED AREAS OUTSIDE THE S	TREAMBED WITHOUT REVETMENT, HARD SURFACING, OR GRANULAR MATE		SEEDING AND FERTILIZING (RURAL)
	39 THE SEEDING SEASON REQUIREMENTS			STABILIZING CROP - SEEDING AND FERTILIZING
UP SERVICE DUV & DECRETE VFE ENVICES THE CONTROL EXPLOYED DURING THE PROVINCE SECTION PROVESSION OF THE ROUGH THE ROUGH DURING SECTION PROVESSION OF THE ROUGH DURING SECTION PROVESSION PROVESSION OF THE ROUGH DURING SECTION PROVESSION P				
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Image: Sold 5556-4491 CITY OF OELWEIN PROJECT NUMBER BRM-5657(614)8N-33 REFERENCE NOTES				
Gin 800 556-4491 CITY OF OELWEIN PROJECT NUMBER BRM-5657(614)8N-33 REFERENCE NOTES				

GENERAL NOTES:

ALL UNSALVAGEABLE MATERIAL AND RUBBLE GENERATED DURING THIS PROJECT SHALL BE DISPOSED OF OFF THE HIGHWAY RIGHT-OF-WAY IN A WASTE AREA PROVIDED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. THE WASTED MATERIAL MUST NOT CREATE AN UNSIGHTLY CONDITION WHEN VIEWED FROM PUBLIC HIGHWAYS. REMOVALS AND DISPOSALS SHALL BE IN ACCORDANCE WITH SECTION 2401 OF THE STANDARD SPECIFICATIONS. ALSO, ALL EXCESSIVE EXCAVATED MATERIAL AND UNSUITABLE MATERIAL FOR BACKFILL WILL BECOME THE PROPERTY OF THE CONTRACTOR AND WILL BE DISPOSED OF OFF SITE. ALL BORROW MATERIAL SHALL BE SUPPLIED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.

NO EXTRA PAYMENT IS ALLOWED FOR COLD WEATHER PROTECTION DURING CONSTRUCTION.

THE OWNER WILL PROVIDE FOR FOUR TRIPS FOR STAKING, ONE OF THESE TRIPS INCLUDES COLLECTING THE IN-PLACE BEAM ELEVATIONS FOR HAUNCH ADJUSTMENTS AFTER THE BEAMS ARE PLACED. SUBGRADE STAKES WILL NOT BE PROVIDED, ONLY THE FINAL PAVEMENT GRADE STAKES. THE SURVEYOR REQUIRES A MINIMUM OF 48 HOURS NOTICE FOR THE SCHEDULING OF STAKING. RE-STAKING WILL BE AN EXTRA SERVICE CHARGED TO THE CONTRACTOR AS A TIME AND MATERIAL FEE AND CHANGE ORDERED INTO THE PROJECT AS A CONTRACTOR EXPENSE.

AN ASBESTOS INSPECTION WAS PERFORMED, AND NO ASBESTOS WAS DETECTED IN THE TESTED MATERIAL

SCRAPE SAMPLES OF THIS BRIDGE WERE TAKEN TO GET AN INDICATION OF THE EXISTENCE OF AND LEVEL OF TOTAL CHROMIUM AND TOTAL LEAD. THE ANALYSIS OF THE TOTAL CHROMIUM FOUND AND TOTAL LEAD. THE ANALYSIS OF THE TOTAL CHROMIUM FOUND WAS <220 PART PER MILLION (PPM) ON THE BRIDGE RAILINGS AND <130 PPM ON THE BRIDGE BEAMS. THE ANALYSIS OF THE TOTAL LEAD FOUND WAS 510 PPM ON THE BRIDGE RAILINGS AND <80 PPM ON THE BRIDGE BEAMS. THE ANALYSIS SHOWS THE EXISTENCE OF THESE TWO TOXIC CONSTITUENTS. NO OTHER SUBSTANCES WERE ANALYZED. THE BIDDER SHOULD NOT RELY ON THE LPA'S TESTING AND ANALYSIS FOR ANY PURPOSE OTHER THAN AS AN INDICATION OF THE EXISTENCE OF THESE TWO CONSTITUENTS. IF HAZARDOUS MATERIALS ARE DISCOVERED DURING CONSTRUCTION, CEASE WORK AND NOTIFY THE ENGINEER.

ROAD CONTRACTOR IS TO USE DUE CAUTION IN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS ARE TO BE REPLACED AT THE CONTRACTOR'S EXPENSE WITHOUT COST TO OWNER. ANY TILE LINES BROKEN OR DISTURBED BY DESIGNATED CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER AND AT THE OWNER'S EXPENSE.

STANDARD ROAD PLAN EW-401 IS LISTED IN TABULATION 105-4; HOWEVER, IT IS INCLUDED FOR INFORMATION PURPOSES ONLY SINCE IT IS AN OPTION. NO QUANTITIES ASSOCIATED WITH CONSTRUCTING EW-401 ARE INCLUDED IN ANY BID ITEMS. ANY STREAM CROSSING USED SHALL COMPLY WITH PERMIT REQUIREMENTS OF THE USACE NATIONWIDE PERMIT AND IOWA DNR FLOODPLAIN PERMIT REQUIREMENTS OF IOWA ADMINISTRATIVE CODE SECTION 567 IAC 72.1(6).

	10/4/2023				
Nun					
DR-2		OSURES	ETY CL	SAF	
EC-1				1	
EC-2			Hazard		
EC-2		Remarks		Road Closure	Station
EW-4			Qty.	Qty.	
PV-1			£-5.		
SI-1		BEGINNING OF PROJECT		1	7+25
TC-1		WEST ABUTMENT	1		8+80
TC-2		EAST ABUTMENT	1		11+50
		END OF PROJECT		1	13+00

		EARTHWOF	RK SUMMARY				
	Α	В	С	D	E	F	G
LOCATION	TOTAL ROADWAY CUT UNADJUSTED	UNUSABLE EXISTING PAVEMENT VOLUME	TOTAL ROADWAY CUT, ADJUSTED (EXCAVATION, CLASS 10, ROADWAY & BORROW)	TOTAL ROADWAY FILL, ADJUSTED (1.3 SHRINK FACTOR)	CHANNEL AREA CUT, UNADJUSTED (EXCAVATION, CLASS 13, CHANNEL)	CHANNEL AREA FILL, ADJUSTED (1.3 SHRINK FACTOR)	CLASS 20 EXCAVATIO
WEST OF BRIDGE WEST BRIDGE BERM	280	80	201	206	- 1640	- 2	-
EAST OF BRIDGE EAST BRIDGE BERM	191 -	96 -	94	154 -	- 2467	- 12	-
BRIDGE (WEST ABUTMENT) BRIDGE (EAST ABUTMENT)	-	-	-	-	-	-	52 52
TOTALS:	471 CY	176 CY	295 CY	360 CY	4107 CY	14 CY	104 CY
		,	INDICATE PAY ITEMS AND QUA UDE EXCAVATION FOR EMBEDI		NT AS APPROPRIATE		

BRIDGE APPROACH SECTION

Not a Bid Item

Line No.	Bridge Station	End	Skew Ahead Left (Degrees)	Skew Ahead Right (Degrees)	(T) Thickness (IN)	Pay Length	Double- Reinf. Area (SY)	Perforated * 4" Subdrain (LF)	Subdrain * Outlet (STA)	Subdrain * Outlet Side	Modified * Subbase (TON)	Remarks
1	8+77.50	W	0	0	10	15.83	77.1				75.1	SEE U SHEETS FOR DE
2	11+51.50	E	0	0	10	15.83	77.1				75.1	SEE U SHEETS FOR DE

105-4 10-18-11

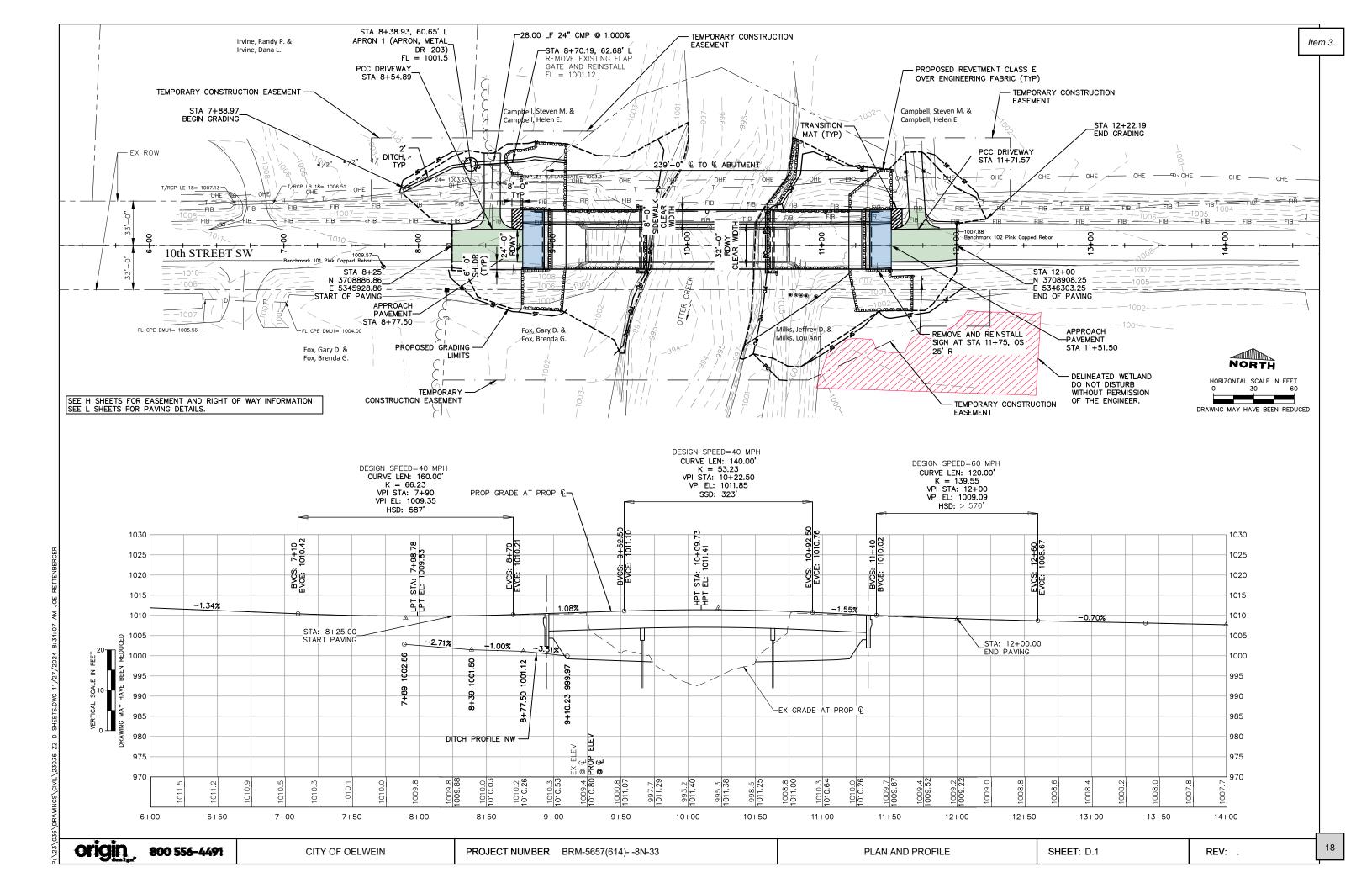
STANDARD ROAD PLANS

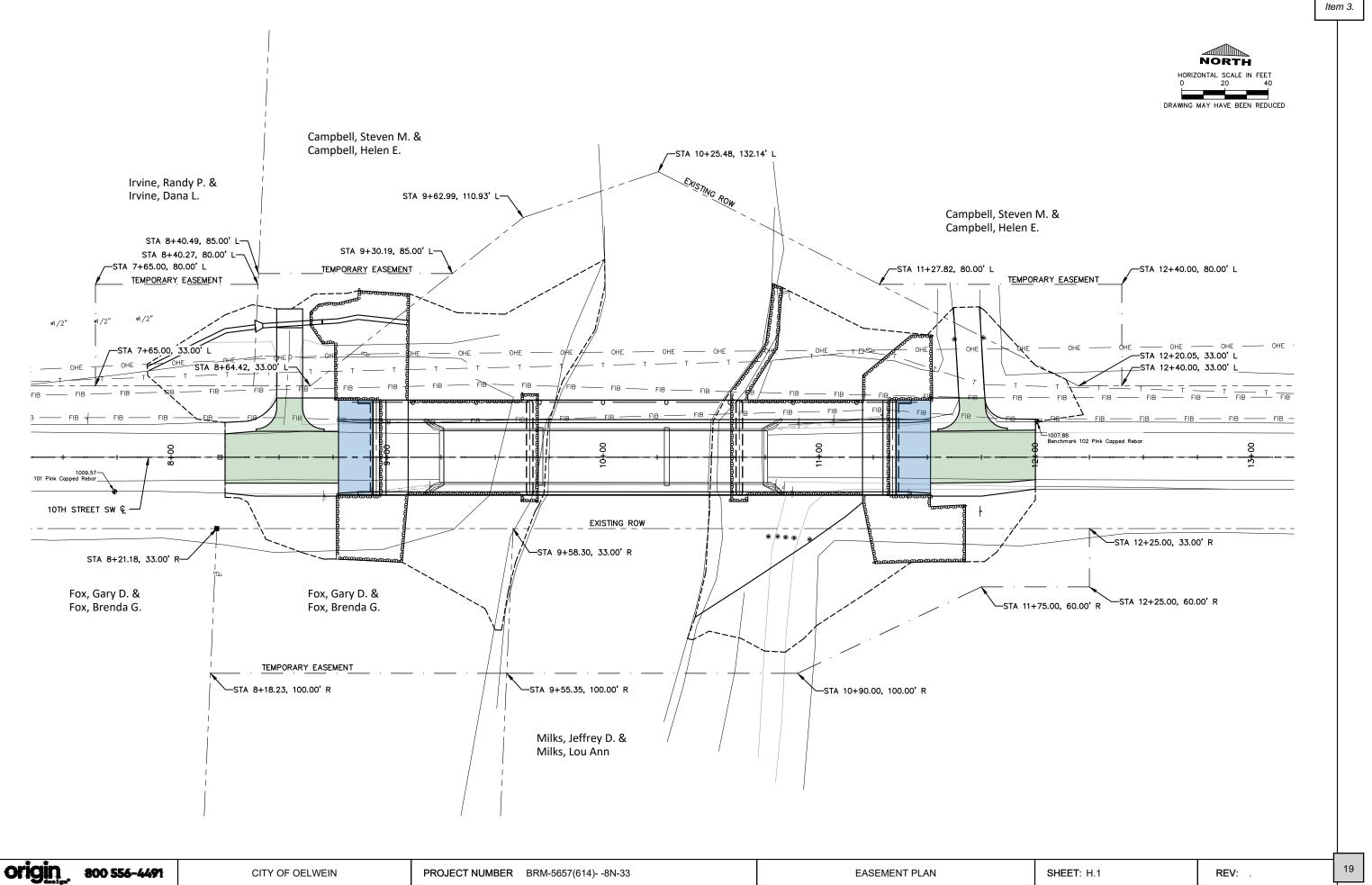
e following Standard Road Plans apply to construction work on this project.

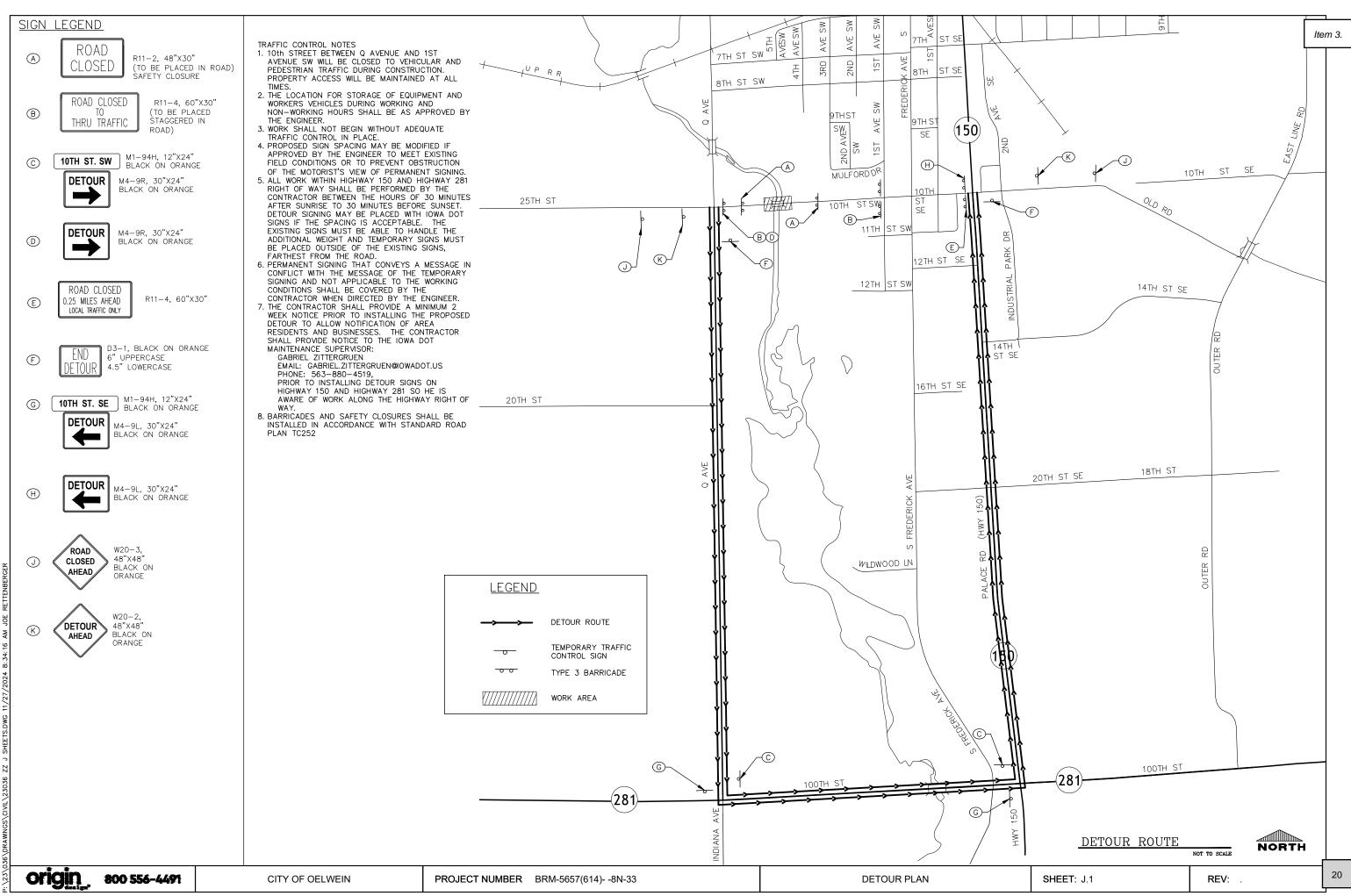
- 04-21-20 Metal Pipe Aprons and Beveled Ends
- 04-17-18 Transition Mat (TM)
- 04-20-21 Silt Fence 10-19-21 Perimeter, Slope and Ditch Deck Sediment Control Devices 10-20-15 Temporary Stream Crossing, Causeway, or Equipment Pad 04-19-22 Joints 04-19-16 Locations - Type "A" Signs
- 10-15-19 Work Not Affecting Traffic (Two-Lane or Multi-Lane) 04-21-20 Routes Closed to Traffic

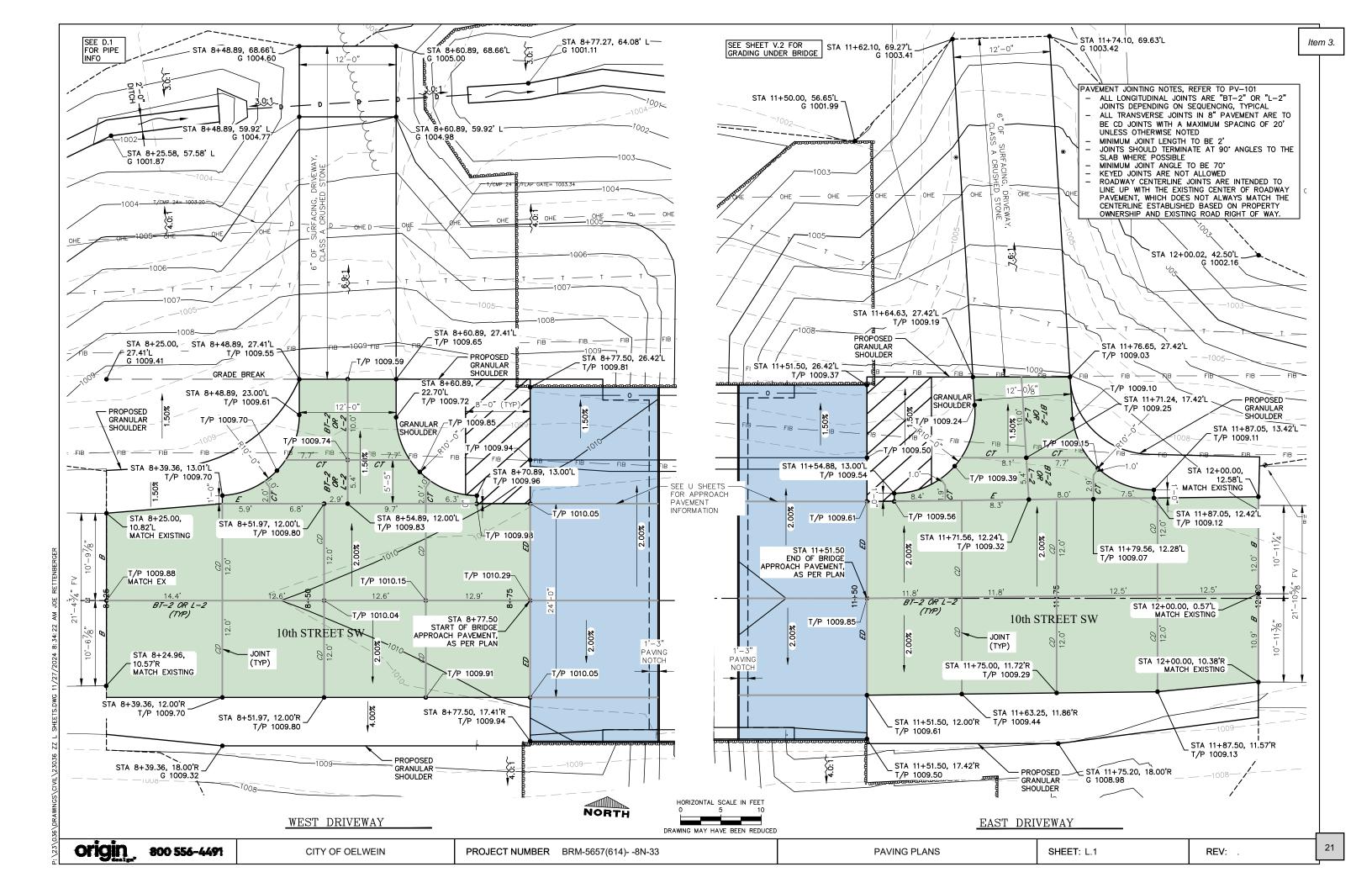


SHEET: C.4	REV:	17









B-01 SCALE: 1" = 4' Tests and Notes evations provided by rgin Design.
Tests and Notes
vations provided by
gin Design.
ter encountered at abo feet during drilling.
0 = 1"

LOG OF BORING

CHOSEN VALLEY

	PROJE	D P1 10	0	se Geotechnical Evaluation 0th St. SW Bridge Replacement 7	BORING: LOCATIO See attac DATE: 5/
	Elev.	Depth	USCS	Description of Materials	
	1011.5	0.0	Symbol	(ASTM D 2487/2488)	
	-1011.0 1010.3	-0.5 12	24	8" CONCRETE	
CVT STANDARD 2325324.1AW (OELWEIN 10TH ST SW BRIDGE REPLACEMENT), GPJ LOG A GNNN08.GDT 6/10/24			SP SC SP SP GM	POORLY-GRADED SAND to CLAYEY mostly medium grained, trace of gravel, trac wood, dark grey, waterbearing, loose. (Alluvium) (IADOT: Silty Sand) CLAYEY SAND with GRAVEL mostly m grained, trace of wood, black, waterbearing, dense. (Alluvium) (IADOT: Clayey Sand) POORLY-GRADED SAND mostly mediu grained, trace of gravel, grey, waterbearing, (Alluvium) (IADOT: Clayey Sand) POORLY-GRADED SAND mostly mediu grained, trace of gravel, grey, waterbearing, (Alluvium) (IADOT: Fine Sand) POORLY-GRADED SAND with GRAVI mostly medium grained, grey, moist, mediur (Alluvium) (IADOT: Gravely Sand) SILTY GRAVEL mostly fine grained, light moist, medium dense. (Weathered Dolomite) (IADOT: Gravely Sand) SILTY GRAVEL mostly fine grained, light moist, medium dense. (Weathered Dolomite) (IADOT: Gravely Sand) Super refusal at about 21.5 feet during drilli presumably on bedrock. Boring sealed upon completion. <	e of nedium medium loose.

Т	EST	INC		CVT Seen Valley Testing, Inc.			ltei	m 3.
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0	N: hed s	sketa						
5/2	28/20	024	SCA	ALE: $1'' = 4'$				
E	BPF	WL	Те	ests and Notes				
			Elevation Origin D	ns provided by esign.				
	5	Ā	Water en 12.5 feet	countered at about during drilling.				
X	16							
ľ	8							
	26			B-02 page 1 of 1				
				I hereby certify that this en	ngineering	document was prepared by me or unde	r my	
					and that is of Iowa.	I am a duly licensed Professional Engin June 10, 202 (date) Reisdorfer, PE. 	eer <u>4</u>	
			SHEET:	SPS.1		REV: .		22

PROJE	CT: 23	3253.2	24.IA	W	BORING):		B-03
	D Pi 10	esign ropose 0th St.	Phas ed 10 SW	e Geotechnical Evaluation th St. SW Bridge Replacement	LOCATI See att	ON:	sketa	
	0	elweii	1, 10	wa	DATE:	5/28/2	024	SCALE: 1" = 4'
Elev. 1010.5	Depth 0.0	USC Sym	CS bol	Description of Materials (ASTM D 2487/2488)		BPF	WL	Tests and Notes
1010.0 1009.3	-0.5 1.2		8 4 A	<u>5" ASPHALT</u> <u>7.5" CONCRETE</u>				Elevations provided by Origin Design.
- - - - - - 1003.0		SP	0	AIR VOID SPACE POORLY-GRADED SAND with GRAVE	<u> </u>			
- - - 999.0			0	mostly fine grained, light grey, moist, mediu dense. (Alluvium) (IADOT: Gravely Sand)	m	16		
<u>999.0</u> - - <u>996.5</u>		SP CL	9	POORLY-GRADED SAND mostly medius grained, trace of gravel, dark grey, waterbear loose. (Alluvium) (IADOT: Fine Sand)	m ring,	8	₽	Water encountered at ab 13 feet during drilling.
- 	16.0	SC		LEAN CLAY with SAND trace of gravel, b wet, rather soft. (Alluvium)	olack,	4		PP = 1.5 tsf
-	_	CL		(IADOT: Soft Silty Clay) CLAYEY SAND to SANDY LEAN CLAY mostly medium grained, trace of gravel, blac moist, loose to medium dense.	<u>ľ</u> k,	6		
- 	21.0	GC		(Alluvium) (IADOT: Clayey Sand) CLAYEY GRAVEL to SILTY GRAVEL	mostly	14		
-		GM		fine grained, light brown, moist, medium der (Weathered Dolomite) (IADOT: Granular Material)	ise.			
 	26.5			Augor refugal at about 26.5 fact during during		13 X		
-	_			Auger refusal at about 26.5 feet during drillin presumably on bedrock. Boring sealed upon completion.	ng,			

PROJECT: 23253.24.IAW Design Phase Geotechnical Evaluation Proposed 10th St. SW Bridge Replacement 10th St. SW Oelwein, Iowa USCS Description of Mate Elev. Depth USCS 1009.8 0.0 (ASTM D 2487/24 10" ASPHALT _1008.9 O.2 POORLY-GRADED SAND most grained, black, moist. 2.0 SC 4.0 CLAYEY SAND mostly modium. 0.9 -1007.8 CLAYEY SAND mostly medium -1005.8 4.0 CL // gravel, dark brown to dark grey, n dense. (Alluvium) 1003.3 (IADOT: Clayey S 65 SC SANDY LEAN CLAY trace of gr to dark grey, wet, stiff. (Alluvium) (IADOT: Firm-Very Firm (CLAYEY SAND mostly medium gravel, black, moist, loose. (Alluvium) 998.3 11.5 (IADOT: Silty Sa POORLY-GRADED SAND to C mostly medium grained, trace of gr SP SC moist, loose. 995.8 14.0 (Alluvium) SP (IADOT: Silty Sa POORLY-GRADED SAND mos grained, trace of gravel, dark grey, waterbearing, loose to medium der (Alluvium) (IADOT: Silty Sa 987.8 22.0 **POORLY-GRADED SAND wit** SP 0 mostly medium grained, grey, wat (Alluvium) (IADOT: Fine Sau 10TH ST NEIN 982.8 27.0 30.5 979.3 Auger refusal at about 30.5 feet du presumably on bedrock. Boring sealed upon completion. ≥ 23253.24.IAW

LOG OF BORING

Item 3.

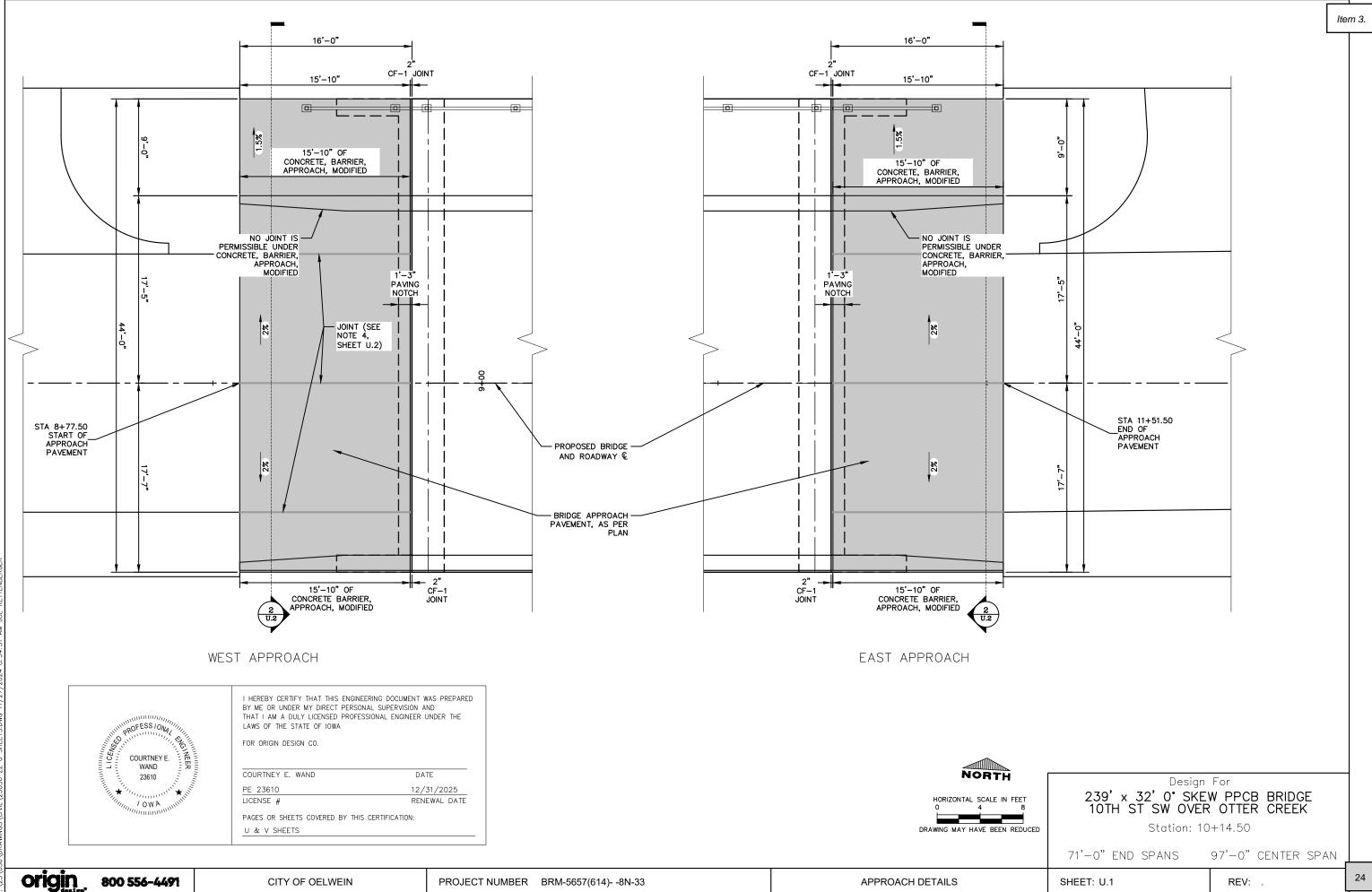
CHOSEN VALLEY TESTING



					Chosen Val	ey Testing, Inc.
	BORING	j:			B-04	
	LOCATI	ON:			-	
	See att		sketo	ch		
	DATE:	5/28/20	024		SCALE:	1" = 4'
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B-04 page 1 of 1

	SHEET: SPS.2	REV: .	23
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CONCRETE USED FOR THE BRIDGE APPROACH PAVEMENT SECTION SHALL BE CLASS C, CLASS 3i DURABILITY UNLESS OTHERWISE APPROVED BY ENGINEER.

CONTRACT ITEM:

BRIDGE APPROACH, PAVEMENT, AS PER PLAN

- 1. METHOD OF MEASUREMENT FOR BRIDGE APPROACH, AS PER PLAN SHALL BE THE SQUARE YARDS SHOWN IN THE CONTRACT DOCUMENTS
- 2. BASIS OF PAYMENT FOR BRIDGE APPROACH PAVEMENT, AS PER PLAN IS FULL COMPENSATION FOR:
- EXCAVATION FOR SPECIFIED STONE MATERIAL
- SAW CUTTING •
- FURNISHING AND INSTALLING REINFORCED STEEL, TIE BARS, ٠ AND DOWEL ASSEMBLIES PLACING, FINISHING, TEXTURING, GROOVING, AND CURING
 ALL JOINT CONSTRUCTION
 MODIFIED SUBSACE
- MODIFIED SUBBASE
- ALL OTHER MATERIALS AND LABOR TO CONSTRUCT THE APPROACH PAVEMENT SECTION AS SHOWN IN THE CONTRACT DOCUMENTS.

FOR JOINT DETAILS, SEE STANDARD ROAD PLANS PV-101. FOR PROJECT SPECIFIC JOINTING OUTSIDE OF APPROACH PAVEMENT, SEE L SHEETS

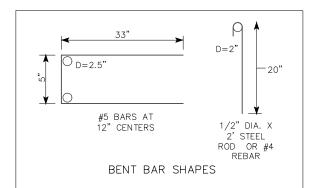
(1) 2" MIN. TO 2 1/2" MAX. CLEAR TO BENT BAR.

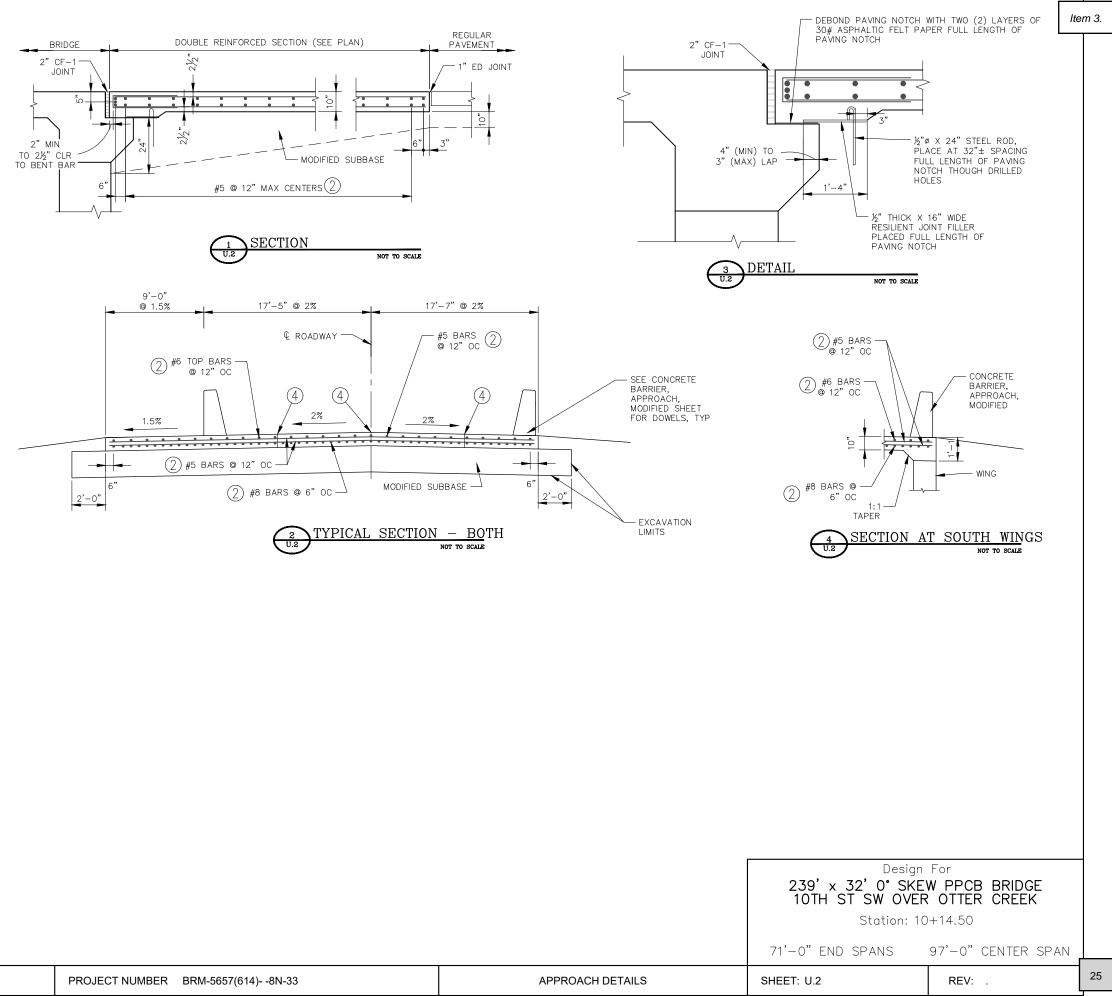
(2) MINIMUM LAP LENGTH: #5 Bars - 18" #6 Bars - 27" #8 Bars - 48"

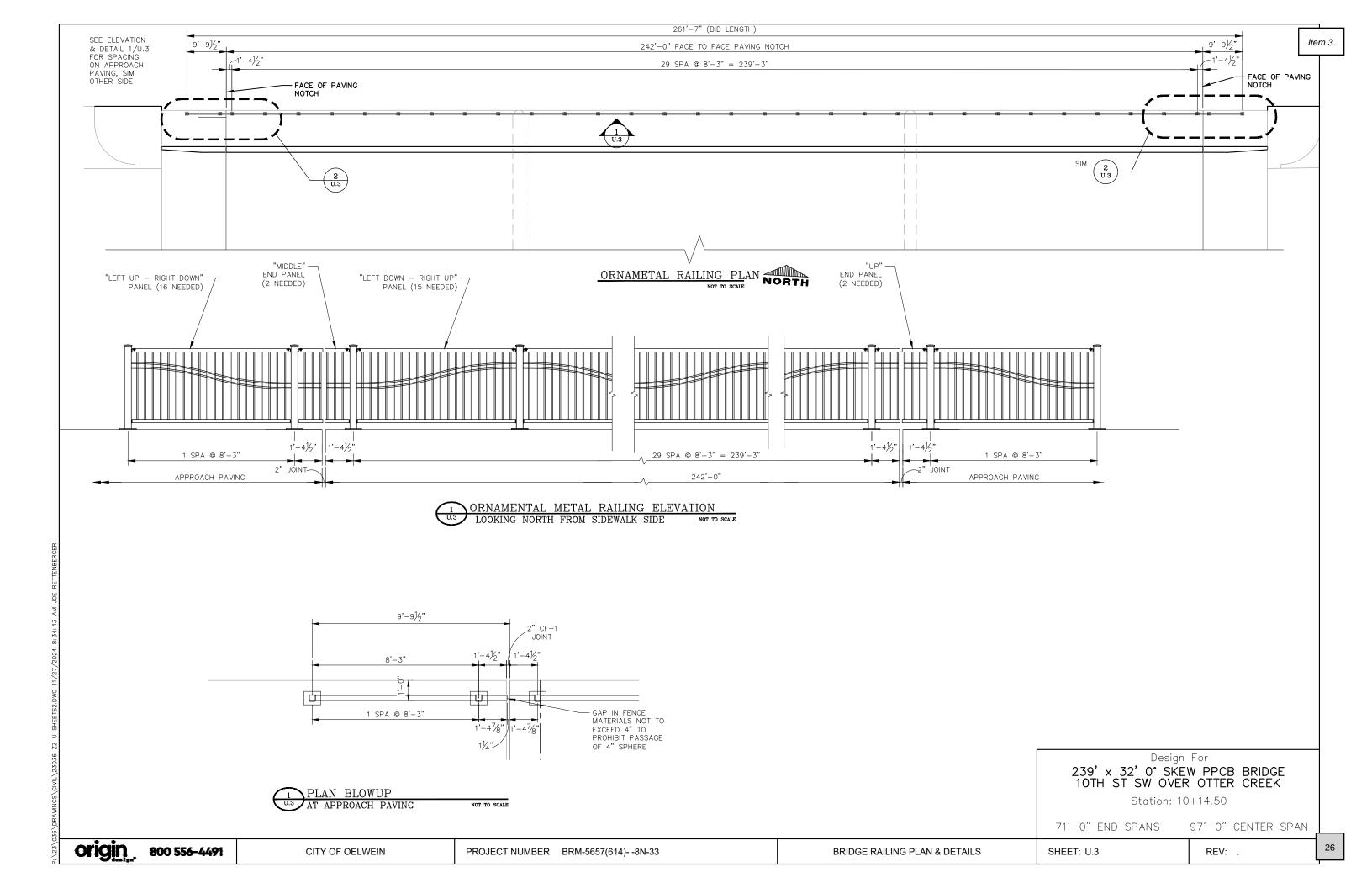
(3) PLACE ADDITIONAL #5 BAR PARALLEL TO SKEWED FACE.

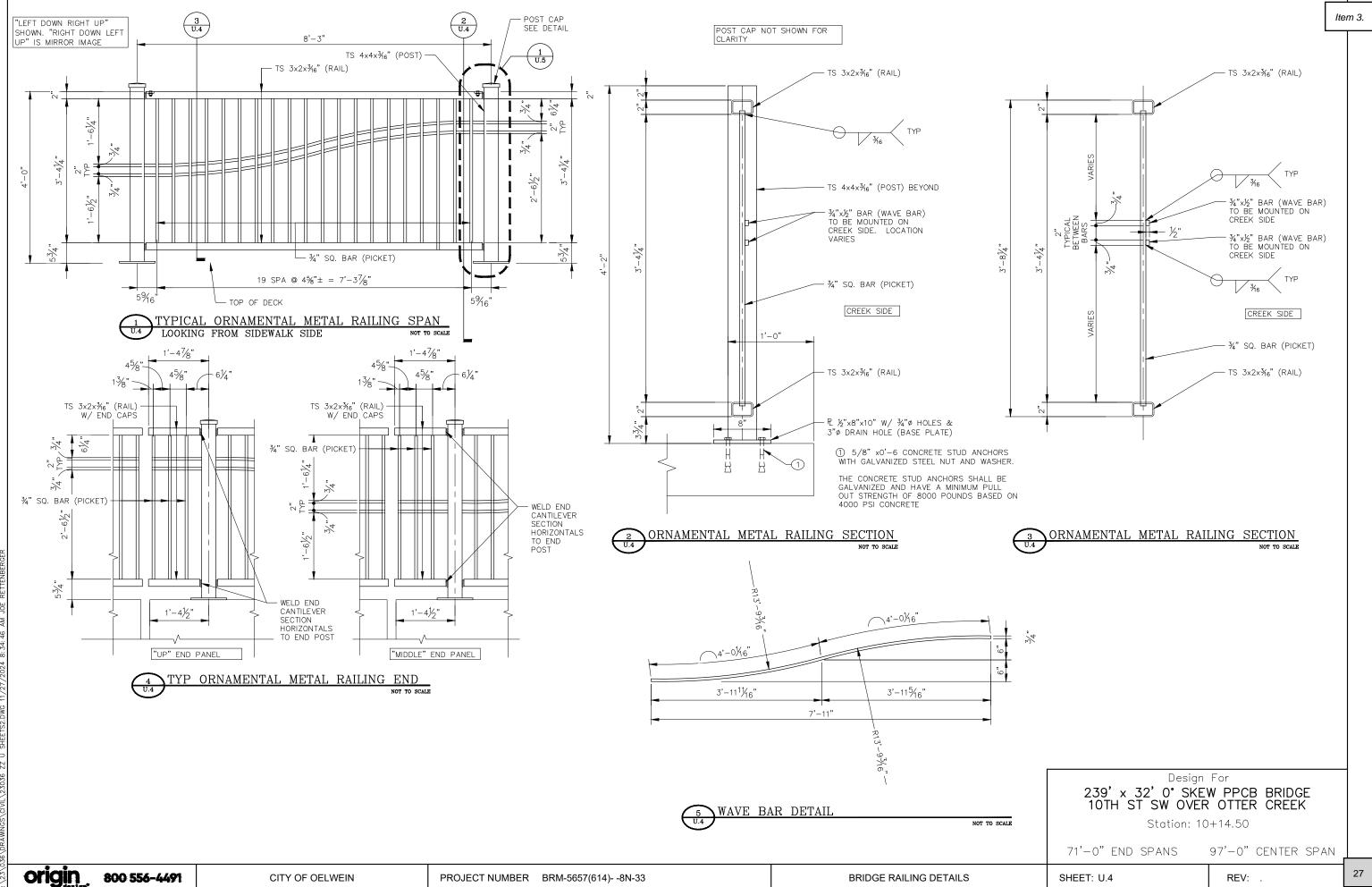
(4) LONGITUDINAL JOINT: (PV-101, IDOT STANDARD ROAD PLANS)

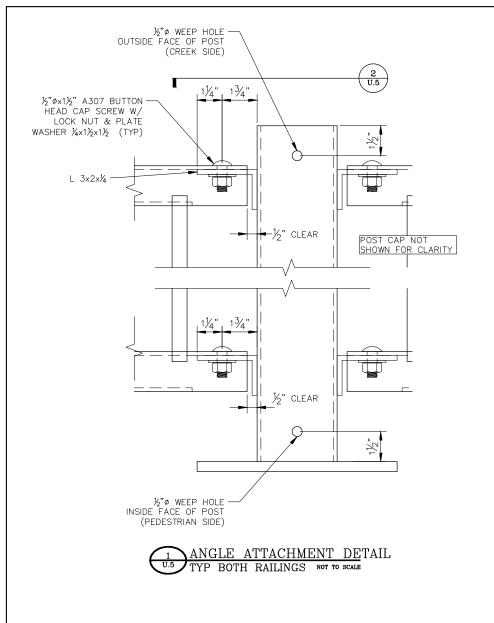
SINGLE POUR - SAW CUT JOINT PER PV-101 DETAIL B. TWO POURS - USE BT-4 JOINT.

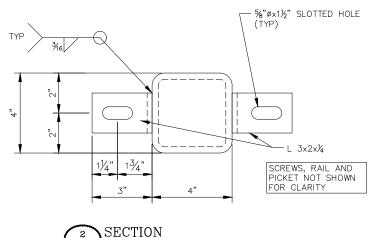






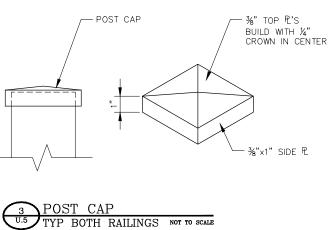






U.5 TYP BOTH RAILINGS NOT TO SCALE

Item 3.



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Design For 239' x 32' 0' SKEW PPCB BRIDGE						
10TH ST SW OVER OTTER CREEK Station: 10+14.50						
71'-0" END SPANS 97'-0" CENTER SPAN						
SHEET: U.5 REV: .	28					

RAILING GALVANIZE AND PAINTING SPECIFICATIONS

STEEL RAILING COMPONENTS SHALL BE ABRASIVE BLAST CLEANED TO A MINIMUM OF SSPC-SP6 "COMMERCIAL BLAST CLEANING" PRIOR TO HOT-DIP GALVANIZING. GALVANIZE COMPONENTS IN ACCORDANCE WITH ASTM A 123. DO NOT QUENCH OR APPLY CHROMATE CONVERSION COATINGS TO ANY GALVANIZED COMPONENTS THAT WILL RECEIVE PAINTING. FOLLOWING GALVANIZING, PAINT COMPONENTS IN ACCORDANCE WITH MATERIALS I.M. 568.

PREPARATION OF GALVANIZED SURFACES FOR PAINT SHALL BE IN ACCORDANCE WITH MATERIALS LM, 568, APPENDIX F., COMPLETE "PAINT OVER GALVANIZED SURFACE TRAVEL LOG" IN APPENDIX F.

ALL COATING SHALL BE PERFORMED IN AN APPROVED SHOP IN ACCORDANCE WITH MATERIALS I.M. 568.

PAINT SYSTEM SHALL USE A THREE COAT FLUOROPOLYMER PAINT SYSTEM. APPROVED FLUOROPOLYMER PAINT SYSTEMS FOR THIS PROJECT ARE LISTED IN MATERIALS I.M. 482.09. STANDARD SPECIFICATION 2408.02.0 SHALL APPLY EXCEPT AS MODIFIED HEREIN.

THE PAINT SYSTEM SHALL CONSIST OF THE FOLLOWING:

PRIME COAT

- a. APPLY A COAT OF THE ORGANIC ZINC RICH PAINT FROM THE APPROVED FLUOROPOLYMER PAINT SYSTEM TO ALL SURFACES AS SOON AS POSSIBLE AFTER SURFACE PREPARATION OF GALVANIZED SURFACE.
- b. APPLY THE PRIMER AS RECOMMENDED BY THE MANUFACTURER IN A SINGLE APPLICATION TO OBTAIN A DRY FILM THICKNESS (DFT) AS LISTED IN THE MANUFACTURER'S PRODUCT DATA SHEET FOR THE PRIMER MATERIAL. APPLY THE PRIMER ABOVE THE BLAST PROFILE, SO THAT A UNIFORM APPEARANCE IS OBTAINED AFTER THE COATING IS CURED
- c. APPLY A STRIPE COAT BY BRUSH TO EDGES, WELDS, CREVICES, BOLT HEADS, AND OTHER SURFACE IRREGULARITIES WHEN APPLYING THE PRIMER COAT. THE STRIPE COAT MAY BE APPLIED TO THE SURFACE BY SPRAY AS LONG AS IT IS IMMEDIATELY AND THOROUGHLY WORKED INTO THESE AREAS BY BRUSH.
- d. ALLOW THE PRIME COAT TO CURE ACCORDING TO THE COATING MANUFACTURER'S RECOMMENDATIONS BEFORE THE INTERMEDIATE COAT IS APPLIED.
- e. PERFORM REPAIRS OR BUILD-UP OF THE PAINT FILM AS SOON AS POSSIBLE, AND NO LATER THAN 24 HOURS FROM THE INITIAL APPLICATION.
- f. COMPLETELY REBLAST AND REPAINT STEEL MEMBERS WITH COATING AREAS MEASURING LESS THAN THE MANUFACTURER'S MINIMUM RECOMMENDED DRY FILM THICKNESS THAT HAVE NOT BEEN CORRECTED WITHIN 24 HOURS.
- CORRECT, TO THE ENGINEER'S SATISFACTION, ALL DEFECTS IN APPLICATION SUCH AS g. RUNS, SAGS, MUD CRACKING, OVER-SPRAY, AND DRY SPRAY.
- EXCESSIVE COATING THICKNESS IS AS EQUALLY UNDESIRABLE AS UNACCEPTABLY THIN COATING THICKNESS, AND BOTH WILL BE SUFFICIENT CAUSE FOR REJECTION. EXCESSIVE THICKNESS WILL BE EVALUATED ON A CASE-BY-CASE BASIS IN CONSULTATION WITH THE COATING MANUFACTURER.

INTERMEDIATE COAT:

a. SHOP APPLY THE INTERMEDIATE COAT OF THE APPROVED FLUOROPOLYMER PAINT SYSTEM STRIPPED AND RECOATED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AT NO TO ALL PRIMED SURFACES.

- b. APPLY THE INTERMEDIATE COAT AS RECOMMENDED BY THE MANUFACTURER IN A SINGLE APPLICATION TO OBTAIN A DRY FILM THICKNESS AS LISTED IN THE MANUFACTURER'S PRODUCT DATA SHEET FOR THE MATERIAL. APPLY THE INTERMEDIATE COAT OVER THE PRIMER, SO THAT A UNIFORM APPEARANCE IS OBTAINED AFTER THE COATING IS CURED. USE A COLOR THAT CONTRASTS WITH THE PRIMER AND TOP COAT.
- C. APPLY A STRIPE COAT BY BRUSH TO EDGES, WELDS, CREVICES, BOLT HEADS, AND OTHER SURFACE IRREGULARITIES WHEN APPLYING THE PRIMER COAT AND INTERMEDIATE SECOND COAT. THE STRIPE COAT MAY BE APPLIED TO THE SURFACE BY SPRAY AS LONG AS IT IS IMMEDIATELY AND THOROUGHLY WORKED INTO THESE AREAS BY BRUSH.
- d. ALLOW THE INTERMEDIATE COAT TO CURE ACCORDING TO THE COATING MANUFACTURER'S RECOMMENDATIONS BEFORE THE FINISH COAT IS APPLIED.

TOP COAT

- a. SHOP APPLY THE FLUOROPOLYMER TOP COAT OF THE APPROVED FLUOROPOLYMER PAINT SYSTEM TO ALL PAINTED SURFACES.
- b. APPLY THE TOP COAT AS RECOMMENDED BY THE MANUFACTURER IN A SINGLE APPLICATION TO OBTAIN A DRY FILM THICKNESS AS LISTED IN THE MANUFACTURER'S PRODUCT DATA SHEFT FOR THE MATERIAL APPLY THE TOP COAT OVER THE INTERMEDIATE COAT, SO THAT A UNIFORM APPEARANCE IS OBTAINED AFTER THE COATING IS CURED.
- c. APPLY A STRIPE COAT PRIOR TO FULL TOP COAT APPLICATION BY BRUSH TO EDGES, WELDS, CREVICES, BOLT HEADS, AND OTHER SURFACE IRREGULARITIES WHEN APPLYING THE PRIMER COAT AND INTERMEDIATE SECOND COAT. THE STRIPE COAT MAY BE APPLIED TO THE SURFACE BY SPRAY AS LONG AS IT IS IMMEDIATELY AND THOROUGHLY WORKED INTO THESE AREAS BY BRUSH.

SUBMIT PROPOSED PREPARATION METHODS AND PRODUCT DATA FOR ALL COATINGS PROPOSED FOR USE TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO APPLICATION. TOP COAT COLOR SHALL BE AMS-STD 27041 (BLACK) PER AMS STANDARD 595A. SUBMIT PAINT COLOR SAMPLE TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING MATERIALS.

HANDLING

PROTECT ALL PAINTED RAILING SURFACES FROM DAMAGE DURING SHIPPING, HANDLING, AND INSTALLATION.

REPAIRS

FOLLOWING RAILING INSTALLATION, REPAIR ANY DAMAGE TO THE PAINTING FINISH IN ACCORDANCE WITH THE COATING MANUFACTURER'S RECOMMENDATIONS. SUBMIT THE PAINTING MANUFACTURER'S WRITTEN FIELD REPAIR AND RECOATING PROCEDURES TO THE ENGINEER PRIOR TO TOUCH-UP OPERATIONS. FOLLOWING FINAL INSTALLATION AND TOUCH-UP PAINTING, THE FINISHED SURFACES SHALL BE UNIFORM IN COLOR, SHEEN, TEXTURE AND HIDING ACROSS EACH CONTINUOUS SURFACE AREA WHEN VIEWED IN NATURAL DAYLIGHT AT NORMAL VIEWING ANGLES AND FROM DISTANCES NOT LESS THAN 39 INCHES FROM SURFACE. COMPONENTS DEEMED UNACCEPTABLE BY THE ENGINEER SHALL BE REMOVED AND RETURNED TO AN APPROVED COATING SHOP, AND SHALL BE COMPLETELY ADDITIONAL COST TO THE PROJECT.

METHOD OF MEASUREMENT

1. PROTECTIVE COATINGS FOR ORNAMENTAL METAL RAILING AND STEEL PIPE PEDESTRIAN HANDRAILING, INCLUDING BOTH GALVANIZING AND PAINTING, SHALL NOT BE MEASURED SEPARATELY

BASIS OF PAYMENT

1. PROTECTIVE COATINGS FOR ORNAMENTAL METAL RAILING AND STEEL PIPE PEDESTRIAN HANDRAILING WILL BE INCLUDED IN THE PRICE BID PER LINEAL FOOT FOR ORNAMENTAL METAL RAILING. PAYMENT WILL BE FULL COMPENSATION FOR ALL MATERIALS. EQUIPMENT AND LABOR REQUIRED TO SATISFACTORILY COMPLETE THE WORK.

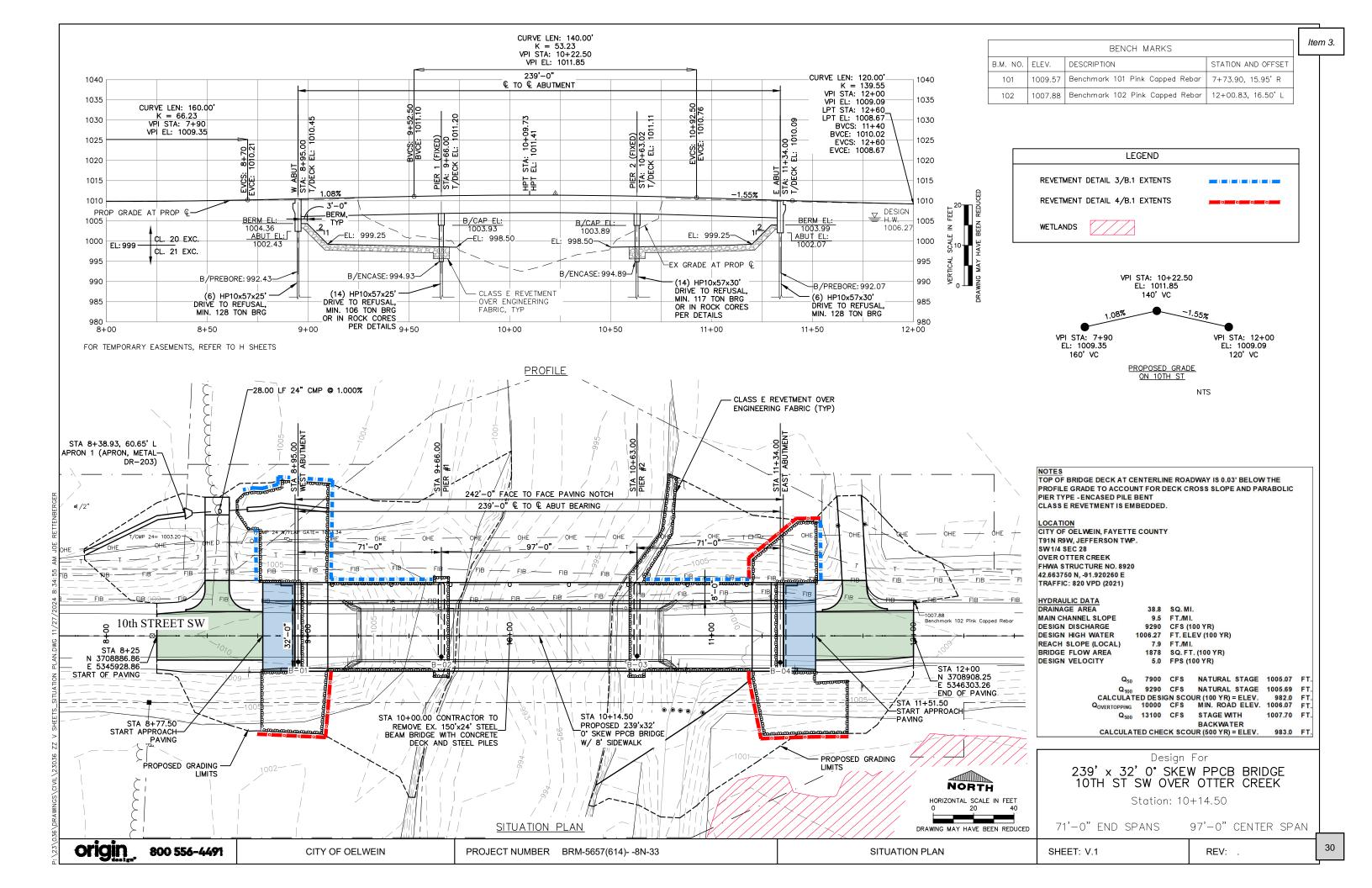
- RAILING MEMBERS SHALL COMPLY WITH ASTM A500 GR. C. RAILING PLATES SHALL COMPLY WITH ASTM A572 GR. 50.
- PROVIDE SUITABLE END CAPS FOR RAILINGS.
- ACCOMPLISHED
- 8

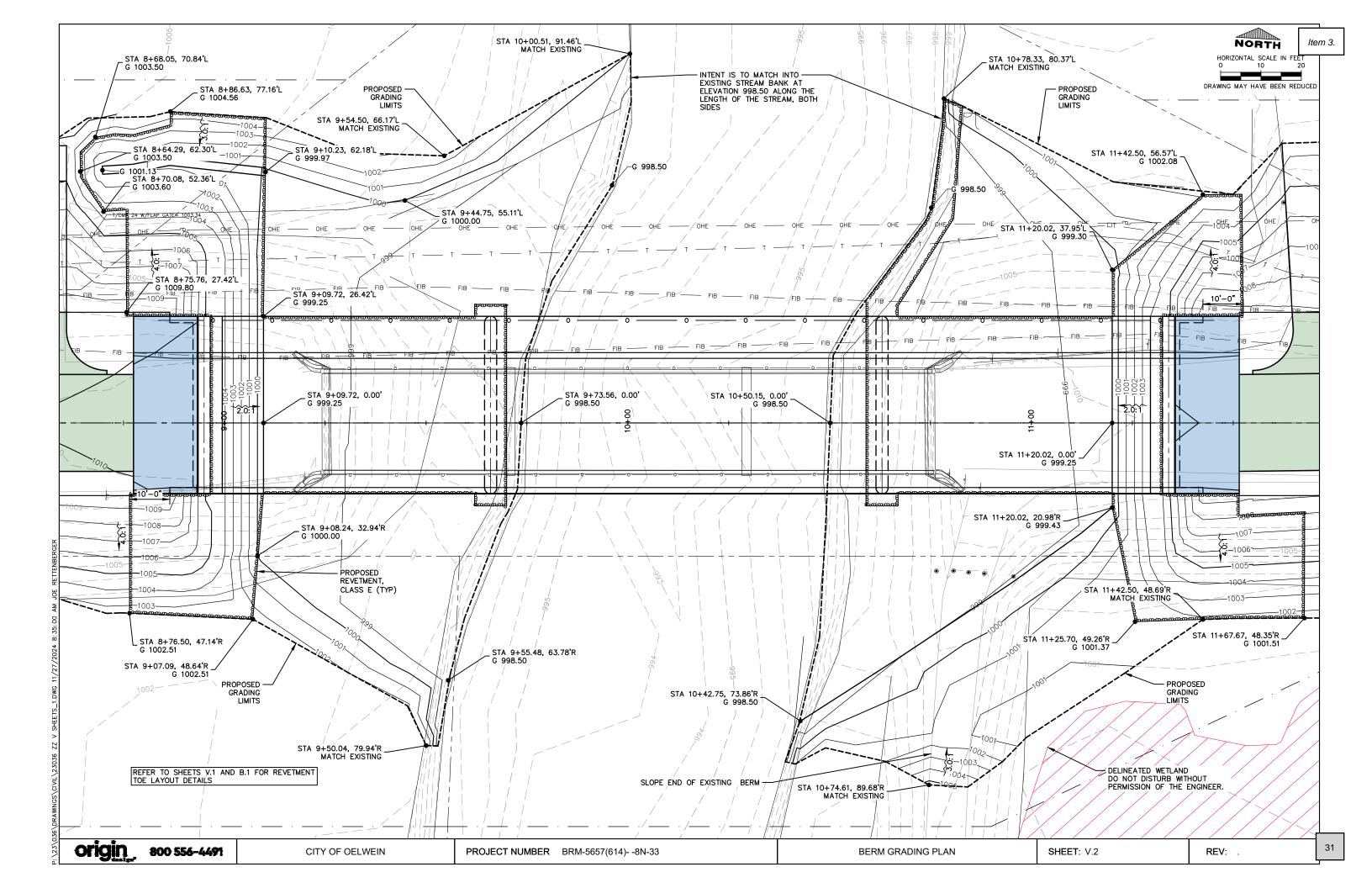
WELD ALL COMPONENTS WITH % INCH FILLET WELDS UNLESS NOTED OTHERWISE. GRIND WELDS AND CONNECTIONS AS REQUIRED TO PROVIDE A SMOOTH SURFACE, FREE OF BURRS. RAILING BOLTS SHALL COMPLY WITH ASTM A325 AND BE GALVANIZED AND PAINTED TO MATCH RAILING COMPONENTS U.N.O. FOR THE RAILING BOLTS SMALLER THAN $\frac{1}{2}$ " DIAMETER, ASTM A307 BOLTS MAY BE USED. OTHER RAILING NOTES AND REQUIREMENTS PER U AND V SHEETS SHALL STILL APPLY. WELDING SHALL COMPLY WITH THE IOWA DOT STANDARD SPECIFICATIONS, SECTION 2408.03.B. FABRICATOR SHALL CONSULT WITH GALVANIZING FACILITY TO VERIFY PROPOSED RAIL SEGMENT LENGTHS CAN BE RAILING LAYOUT AND GEOMETRY SHALL BE FIELD VERIFIED PRIOR TO ORDERING MATERIALS OR INSTALLATION. IF CONTRACTOR ORDERS RAILING PRIOR TO FIELD VERIFICATION IT WILL BE AT THE CONTRACTOR'S RISK AT NO COST REPLACEMENT IF AS-BUILT LAYOUT DOES NOT MATCH DESIGN. SHOP DRAWINGS SHALL BE SUBMITTED SHOWING RAILING GEOMETRY, MATERIALS, AND QUANTITIES PER 1105.03 OF THE STANDARD SPECIFICATIONS Design For 239' x 32' 0° SKEW PPCB BRIDGE 10TH ST SW OVER OTTER CREEK Station: 10+14.50

> 71'-0" END SPANS 97'-0" CENTER SPAN

SHEET: U.6

REV:





GENERAL BRIDGE NOTES:

IT IS THE INTENT OF THIS DESIGN TO CONSTRUCT A 239'-0"x44'-0" PPCB BRIDGE WITH A 0' SKEW WITH SOLID BARRIER RAILS ALONG THE ROADWAY. THE BRIDGE CONSISTS OF A 32'-0" ROADWAY WITH A 8'-0" SIDEWALK ALONG THE NORTH EDGE. THE WINGS ARE SHORTENED AND DO NOT EXTEND ABOVE THE PAVING NOTCH TO FACILITATE THE APPROACH SLAB

THESE BRIDGES ARE DESIGNED FOR HL-93 LOADING PLUS 20LBS. PER SQ.FT. OF ROADWAY FOR FUTURE WEARING SURFACE. SIX FEET OF APPROACH SLAB DEAD AND LIVE LOADS APPLIED TO ABUTMENTS.

THE FLOOR SLAB SHOWN INCLUDES 1/2" INTEGRAL WEARING SURFACE.

DESIGN STRESSES:

DESIGN STRESSES FOR THE FOLLOWING MATERIALS ARE IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION, SERIES OF 2017. REINFORCING STEEL IN ACCORDANCE WITH LRFD AASHTO SECTION 5. GRADE 60. CONCRETE IN ACCORDANCE WITH LRFD AASHTO SECTION 5, f'c - 4,000 PSI. FOR STANDARD PRESTRESSED CONCRETE BEAMS, SEE PPCB SHEETS.

SOUNDING AND TEST BORING DATA SHOWN ON THE PLANS WERE ACCUMULATED FOR DESIGNING AND ESTIMATING PURPOSES ONLY. THEIR APPEARANCE ON THE PLANS DOES NOT CONSTITUTE A GUARANTEE THAT CONDITIONS OTHER THAN THOSE INDICATED WILL NOT BE ENCOUNTERED.

ABUTMENT PILE DESIGN NOTES:

THE CONTRACT LENGTH OF 25 FEET FOR THE WEST ABUTMENT PILES AND 30 FEET FOR THE EAST ABUTMENT PILES IS BASED ON A NON-COHESIVE SOIL CLASSIFICATION, A TOTAL FACTORED AXIAL LOAD PER PILE (PU) OF 175 KIPS, AND A GEOTECHNICAL RESISTANCE FACTOR (PHI) OF 0.5 FOR SOIL AND 0.7 FOR ROCK END BEARING

THE NOMINAL AXIAL BEARING RESISTANCE FOR CONSTRUCTION CONTROL WAS DETERMINED FROM A NON-COHESIVE SOIL CLASSIFICATION AND A GEOTECHNICAL RESISTANCE FACTOR (PHI) OF 0.5 FOR SOIL AND 0.7 FOR ROCK END BEARING. PILES ARE ASSUMED TO BE DRIVEN FROM A START ELEVATION AT THE BOTTOM OF PREBORE.

ABUTMENT PILE DRIVING NOTE:

THE REQUIRED NOMINAL AXIAL BEARING RESISTANCE FOR ABUTMENT PILES IS 128 TONS AT END OF DRIVE OR RETAP. THE PILE CONTRACT LENGTH SHALL BE DRIVEN AS PER PLAN UNLESS PILES REACH REFUSAL. IN NO CASE SHALL A PILE BE EMBEDDED LESS THAN 6 FEET INTO DENSE SANDY SOIL BELOW PREBORE WITH AN ADDITIONAL 2 FEET OF PENETRATION INTO BEDROCK. IF MINIMUM EMBEDMENT CANNOT BE ACHIEVED, CONTACT ENGINEER TO DETERMINE IF ROCK CORING WILL BE REQUIRED. CONSTRUCTION CONTROL REQUIRES A MODIFIED IOWA DOT ENR FORMULA.

PIER PILE DESIGN NOTES:

THE CONTRACT LENGTH OF 25 FEET FOR THE PIER 1 PILES AND 30 FEET FOR THE PIER 2 PILES IS BASED ON A NON-COHESIVE SOIL CLASSIFICATION, A TOTAL FACTORED AXIAL LOAD PER PILE (PU) OF 138 KIPS, AND A GEOTECHNICAL RESISTANCE FACTOR (PHI) OF 0.5 FOR SOIL AND 0.7 FOR ROCK END BEARING.

THE NOMINAL AXIAL BEARING RESISTANCE FOR CONSTRUCTION CONTROL WAS DETERMINED FROM A NON-COHESIVE SOIL CLASSIFICATION AND A GEOTECHNICAL RESISTANCE FACTOR (PHI) OF 0.5 FOR SOIL AND 0.7 FOR ROCK END BEARING. PILES ARE ASSUMED TO BE DRIVEN FROM A START ELEVATION AT THE BOTTOM OF ENCASEMENT. FOR PIER 1, THE DESIGN SCOUR (200-YEAR) WAS ASSUMED TO AFFECT THE UPPER 5 FEET OF EMBEDDED PILE LENGTH AND CAUSE 12 KIPS OF DRIVING RESISTANCE. FOR PIER 2, DESIGN SCOUR (200-YEAR) WAS ASSUMED TO AFFECT THE UPPER 11 FEET OF EMBEDDED PILE LENGTH AND CAUSE 30 KIPS OF DRIVING RESISTANCE.

PIER PILE DRIVING NOTE:

THE REQUIRED NOMINAL AXIAL BEARING RESISTANCE FOR PIER 1 PILES IS 106 TONS AND FOR PIER 2 PILES IS 117 TONS AT END OF DRIVE OR RETAP. THE PILE CONTRACT LENGTH SHALL BE DRIVEN AS PER PLAN UNLESS PILES REACH REFUSAL. SEE ROCK CORING DETAILS FOR PIER PILES. CONSTRUCTION CONTROL REQUIRES A MODIFIED IOWA DOT ENR FORMULA.

SUMMARY OF CONCRETE QUANTITIES						
LOCATION	STRUCTURAL CONCRETE					
WEST ABUT. FOOTING	18.3					
EAST ABUT. FOOTING	18.2					
BRIDGE DECK **	355.5					
(4) ABUTMENT WINGS	8.8					
PIER 1 CAP & ENCASEMENT	47.1					
PIER 2 CAP & ENCASEMENT	47.1					
** INCLUDES ABUTMENT & PIER DIAPHRAGMS AND HA	UNCHES					
TOTAL (CU. YD	S.) 495.0					

SUMMARY OF EPOXY COATED	REINFORCING STEEL
LOCATION	EPOXY REINFORCING STEEL
SUPERSTRUCTURE AND TWO ABUTMENTS	105341
(4) ABUTMENT WINGS	660
BARRIER RAILS	12064
PIER 1 ENCASEMENT & CAP	5133
PIER 2 ENCASEMENT & CAP	5133
TOTAL (LBS.)	128331

SUMMARY OF EXCAVATION					
LOCATION	CLASS 20 EXCAVATION	CLASS 21 EXCAVATION			
WEST ABUTMENT	52				
EAST ABUTMENT	52				
PIER 1		53			
PIER 2		53			
TOTAL (CU. YDS.)	104	106			

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SUPPORT THE PILING

	SUMMA	RY OF FOUNDATI	ONS		
LOCATION	SUBSTRUCTURE TYPE	PILE TYPE	NUMBER	LENGTH (L.F.)	TOTAL (L.F
WEST ABUTMENT	INTEGRAL ABUTMENT	HP10x57	6	25	150
EAST ABUTMENT	INTEGRAL ABUTMENT	HP10x57	6	30	180
PIER 1	ENCASED PILE BENT	HP10x57	14	25	350
PIER 2	ENCASED PILE BENT	HP10x57	14	30	420
	,		,		
				TOTAL (LF)	1100

SUMMARY OF STRUCTURAL STEEL				
LOCATION	TOTAL (LBS.)			
DIAPHRAGMS	4683.2			
DECK DRAINS	1104.0			
TOTL (LBS.)	5787.2			

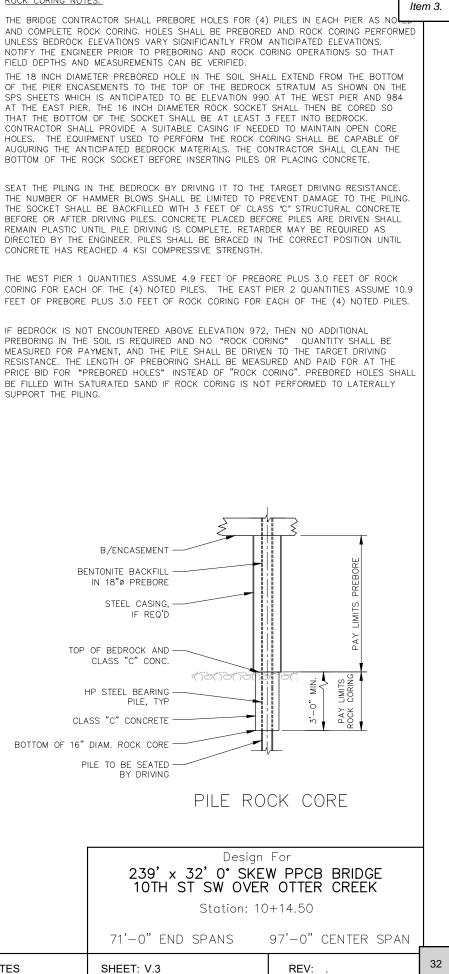
SUMMARY OF BEARINGS					
LOCATION	BEARING TYPE	NUMBER	ASSOCIATED BID ITEM		
WEST ABUTMENT	3x3 BAR	5	INCIDENTAL ITEM		
EAST ABUTMENT	3x3 BAR	5	INCIDENTAL ITEM		
PIER 1	PLAIN NEOPRENE 1"	5	INCIDENTAL ITEM		
PIER 2	PLAIN NEOPRENE 1"	5	INCIDENTAL ITEM		

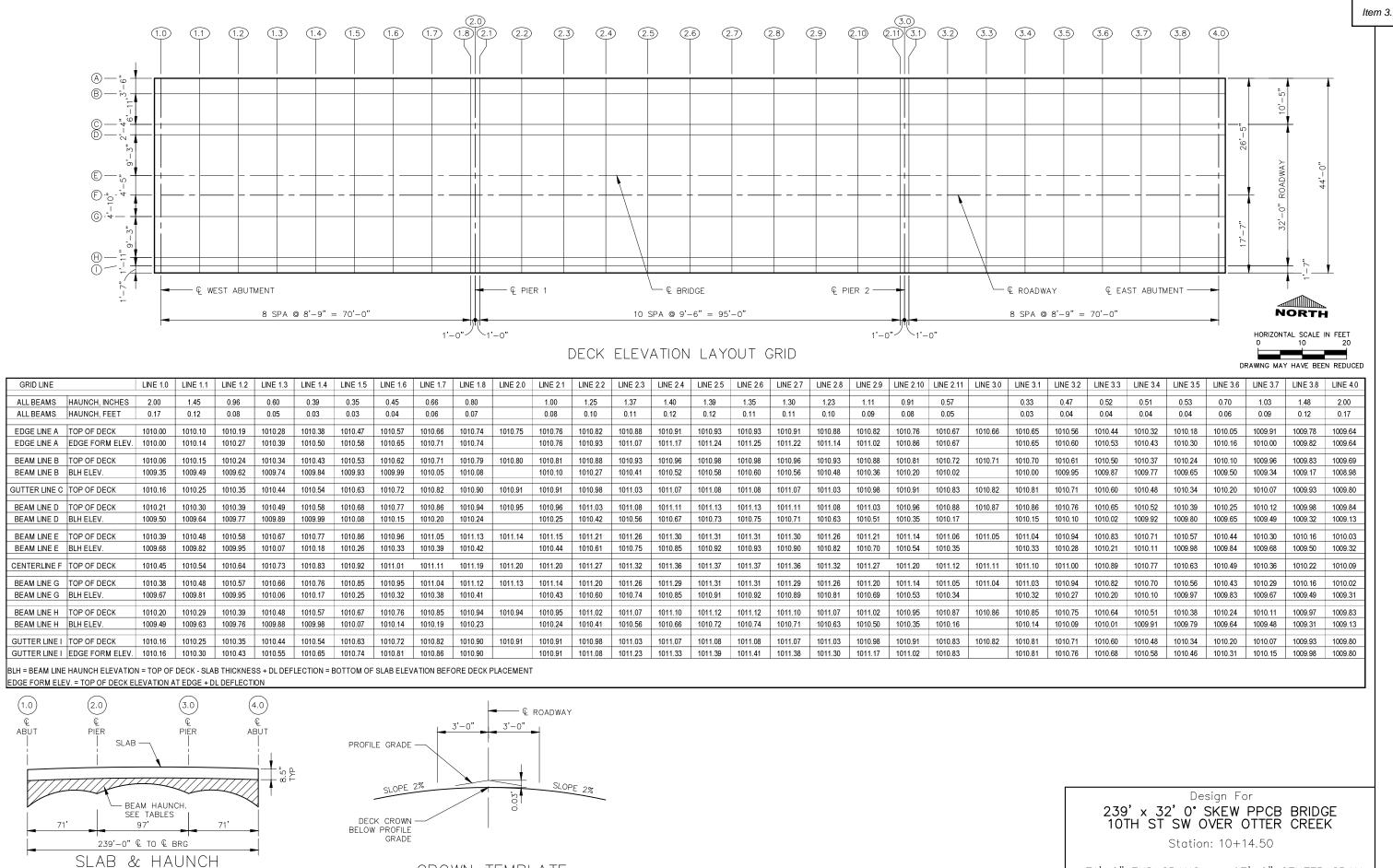
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CITY OF OELWEIN

origin

ROCK CORING NOTES:





CROWN TEMPLATE

Origin 800 556-4491

THICKNESS AT BEAMS

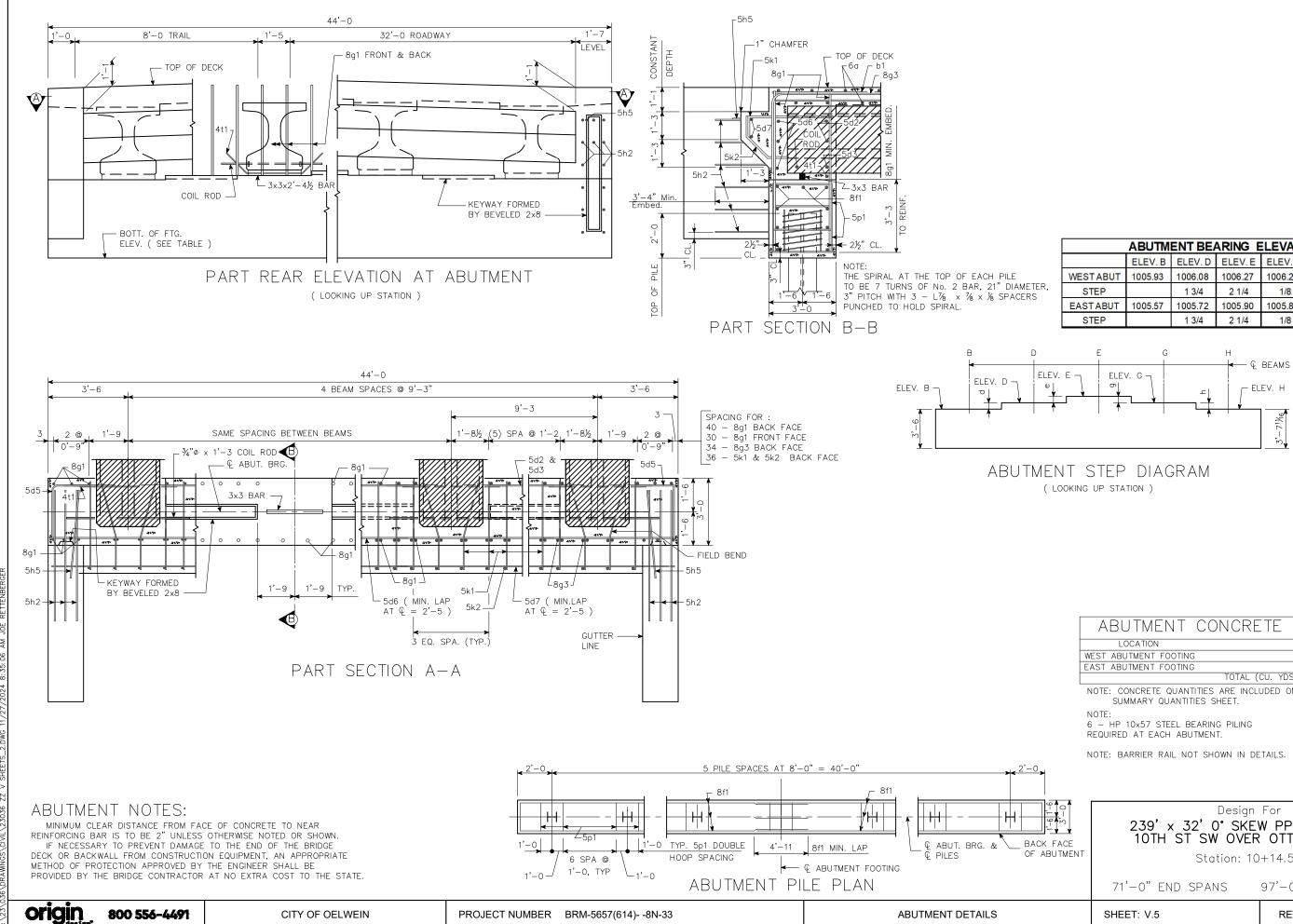
CITY OF OELWEIN

DECK ELEVATIONS

71'-0" END SPANS 97'-0" CENTER SPAN

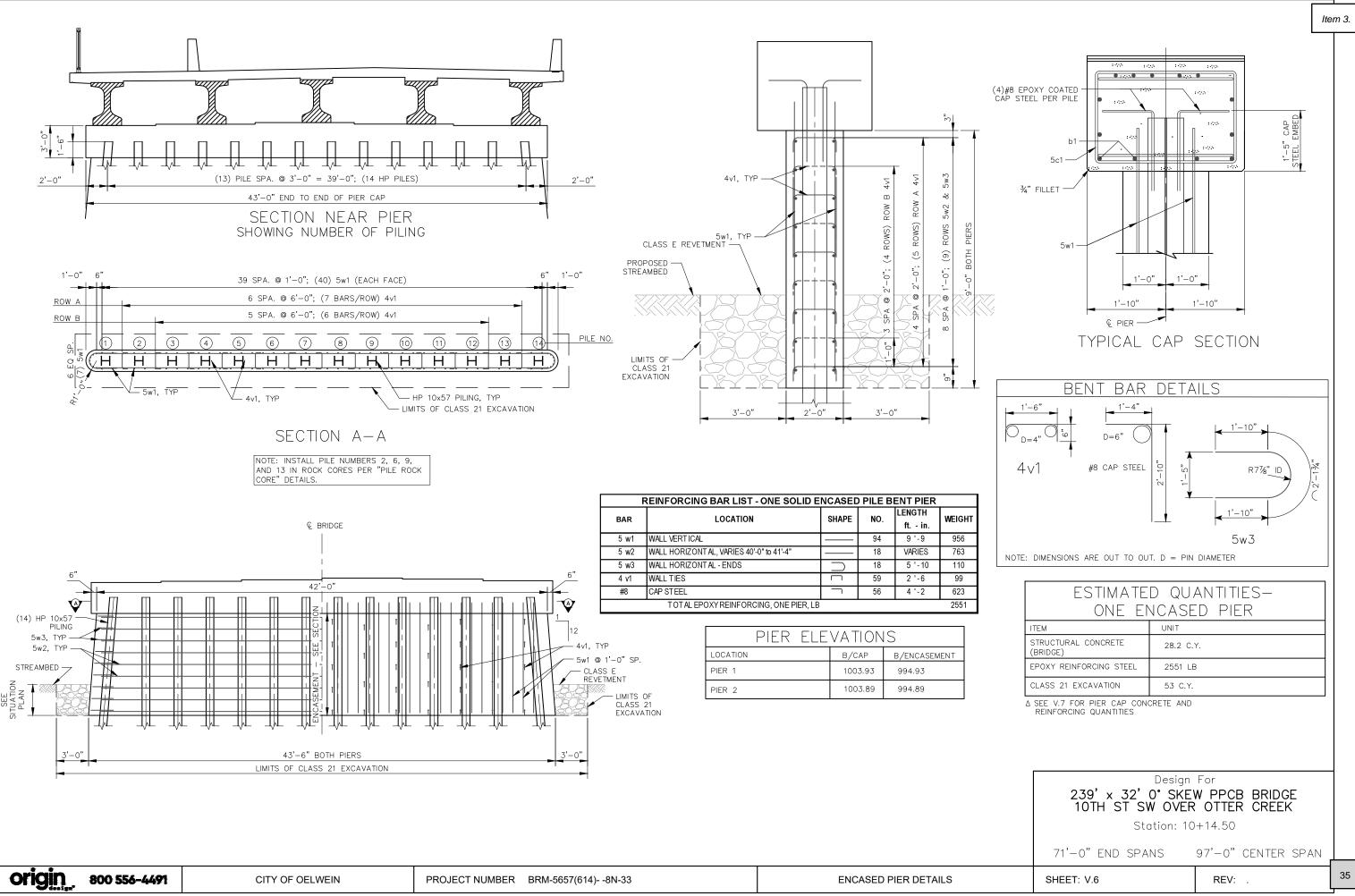
SHEET: V.4

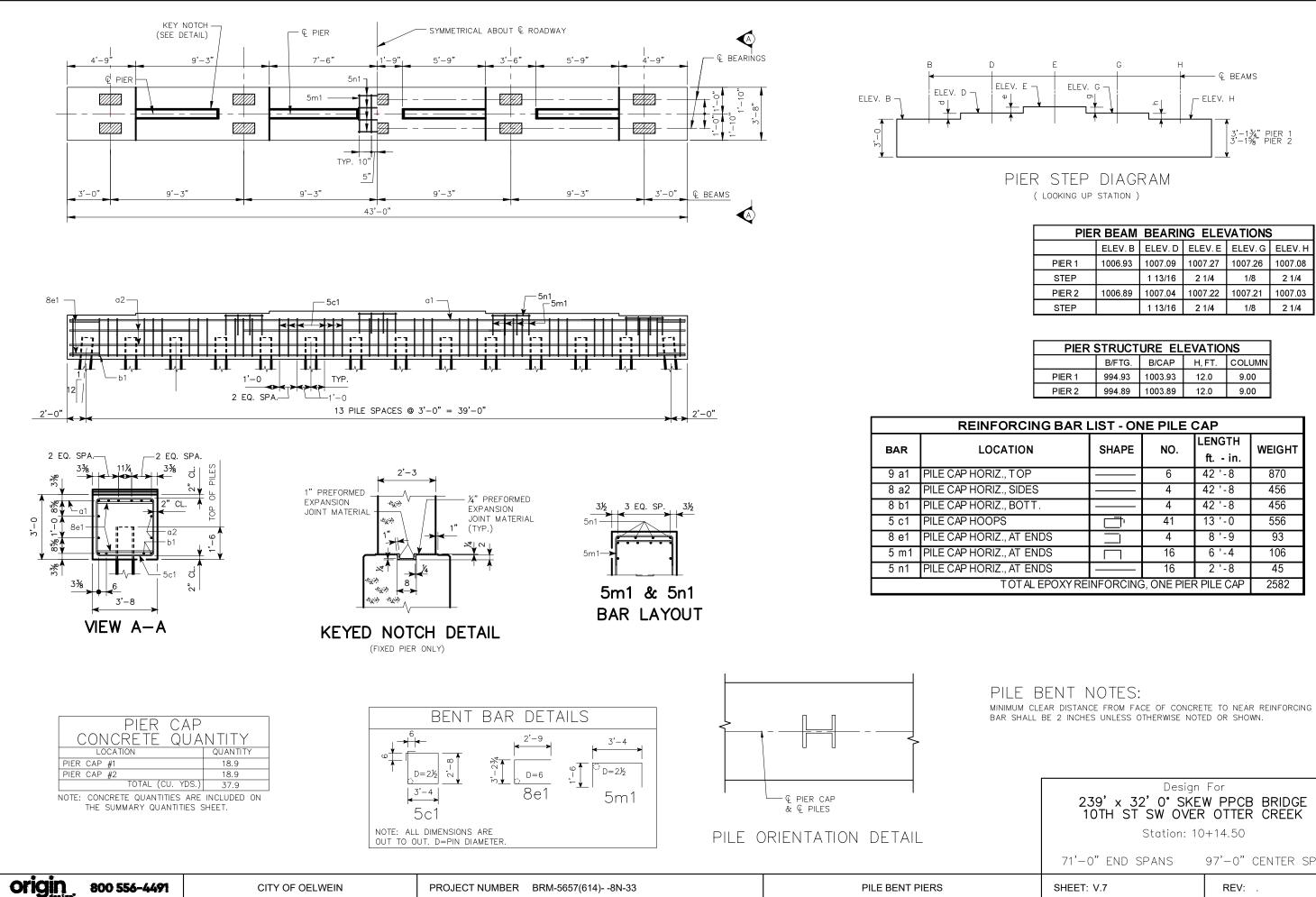
33



ABUTMENT BEARING ELEVATIONS						
	ELEV. B	ELEV. D	ELEV. E	ELEV. G	ELEV. H	B/FTG
WESTABUT	1005.93	1006.08	1006.27	1006.26	1006.07	1002.43
STEP		1 3/4	2 1/4	1/8	2 1/4	
EASTABUT	1005.57	1005.72	1005.90	1005.89	1005.71	1002.07
STEP		1 3/4	2 1/4	1/8	2 1/4	

	ABUTMENT CONCRETE QUANTITY								
	LOCATION	QUANTITY							
W	EST ABUTMENT FOOTING	18.3							
EA	AST ABUTMENT FOOTING		18.2						
	TOTAL (CU. YDS.)	36.5						
N	IOTE: CONCRETE QUANTITIES ARE INCL SUMMARY QUANTITIES SHEET.	UDED ON T	ΓHE						
6	IOTE: - HP 10x57 STEEL BEARING PILING EQUIRED AT EACH ABUTMENT.								
Ν	IOTE: BARRIER RAIL NOT SHOWN IN DE	TAILS.							
• †	Design	For		-					
μ Μ ΔCF	239' x 32' 0' SKEV 10TH ST SW OVER	W PPCE							
TMENT	Station: 10	+14.50							
	71'-0" END SPANS	97'-0"	CENTER SPAN						
	SHEET: V.5	REV:		34					





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CITY OF OELWEIN

PILE BENT PIERS

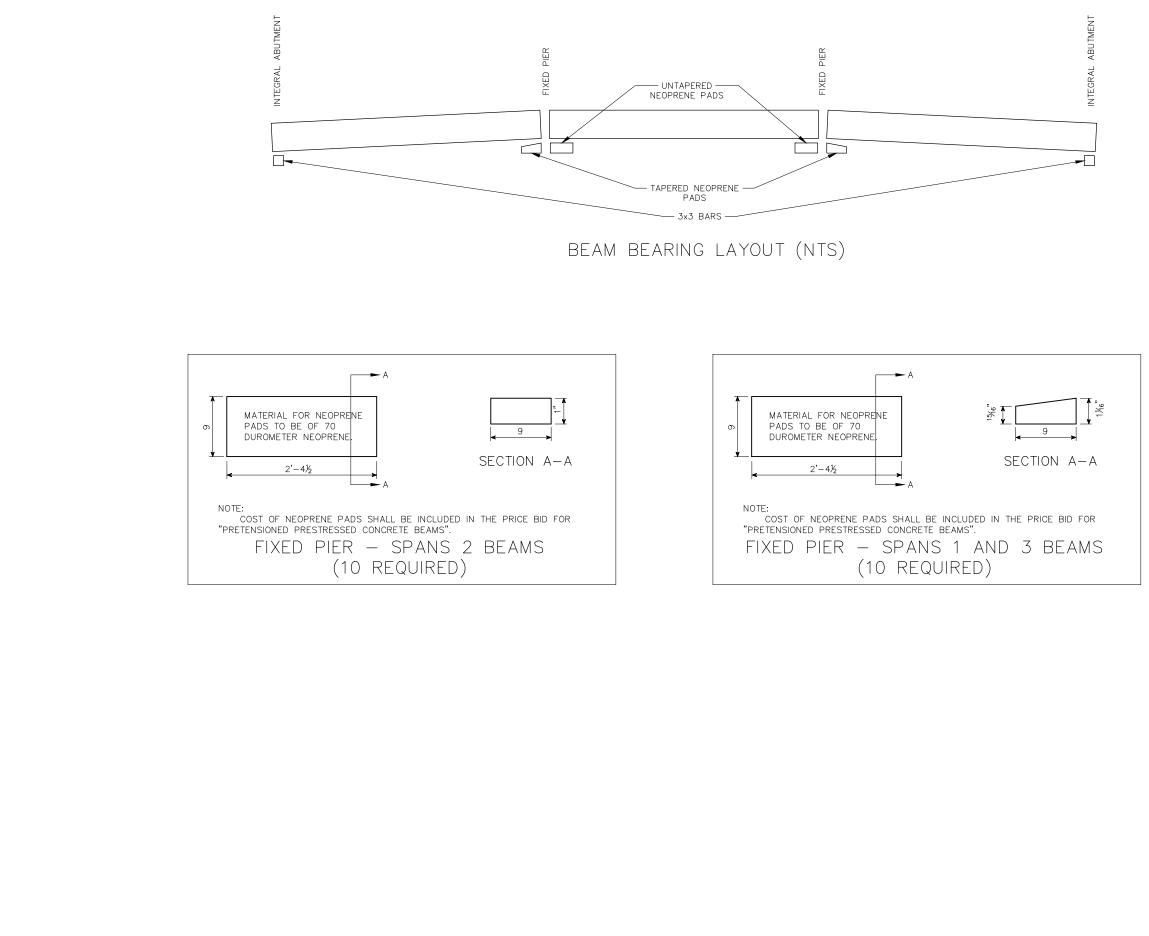
Item 3.

PIER BEAM BEARING ELEVATIONS						
	ELEV. B	ELEV. D	ELEV. E	ELEV. G	ELEV. H	
PIER 1	1006.93	1007.09	1007.27	1007.26	1007.08	
STEP		1 13/16	2 1/4	1/8	2 1/4	
PIER 2	1006.89	1007.04	1007.22	1007.21	1007.03	
STEP		1 13/16	2 1/4	1/8	2 1/4	

PIER STRUCTURE ELEVATIONS					
B/FTG. B/CAP H, FT. COLU					
PIER 1	994.93	1003.93	12.0	9.00	
PIER 2	994.89	1003.89	12.0	9.00	

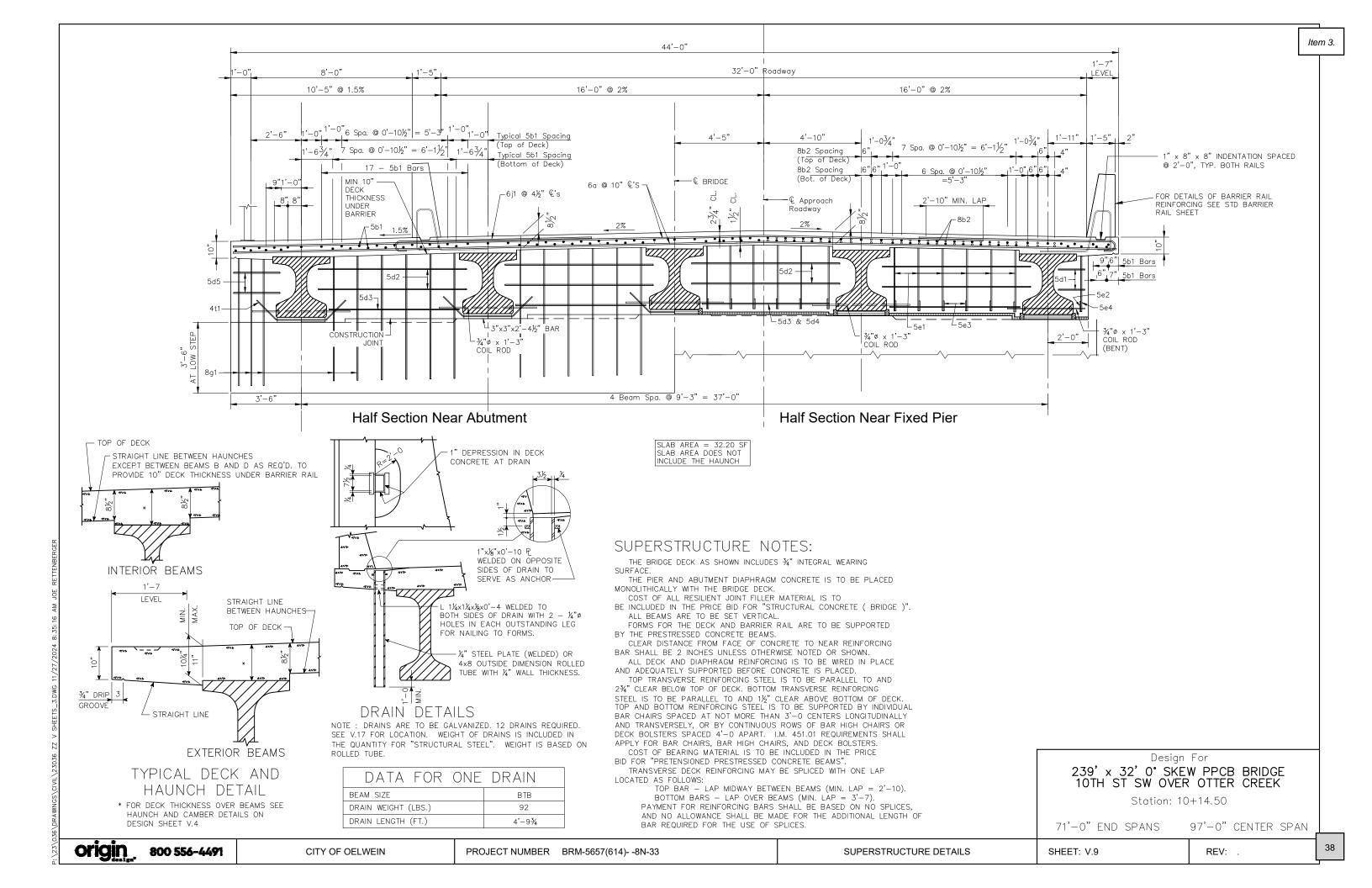
RCING BAR LIST - ONE PILE CAP					
TION	SHAPE	NO	LENGTH	WEIGHT	
	SHAFE	HAPE NO.		WEIGHT	
ТОР		6	42 '-8	870	
SIDES		4	42 '-8	456	
BOTT.		4	42 '-8	456	
		41	13 '-0	556	
AT ENDS		4	8'-9	93	
AT ENDS		16	6'-4	106	
AT ENDS		16	2 '-8	45	
OT AL EPOXY REI	NFORCING	G, ONE PIEF	R PILE CAP	2582	

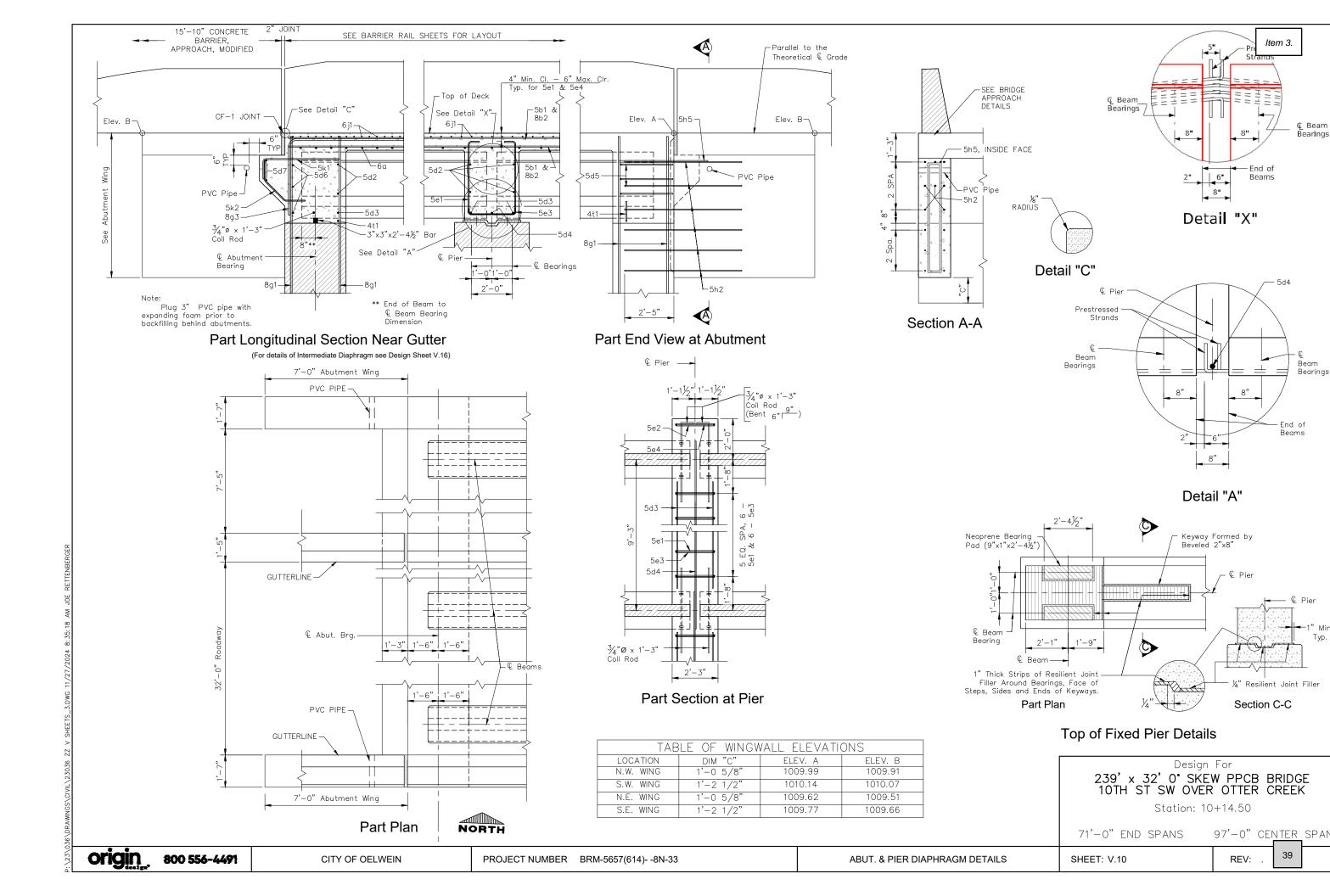
Design For 239' x 32' 0° SKEW PPCB BRIDGE 10TH ST SW OVER OTTER CREEK Station: 10+14.50			
71'-0" END SPANS	97'-0" CENTER SPAN		
SHEET: V.7	REV: .	36	

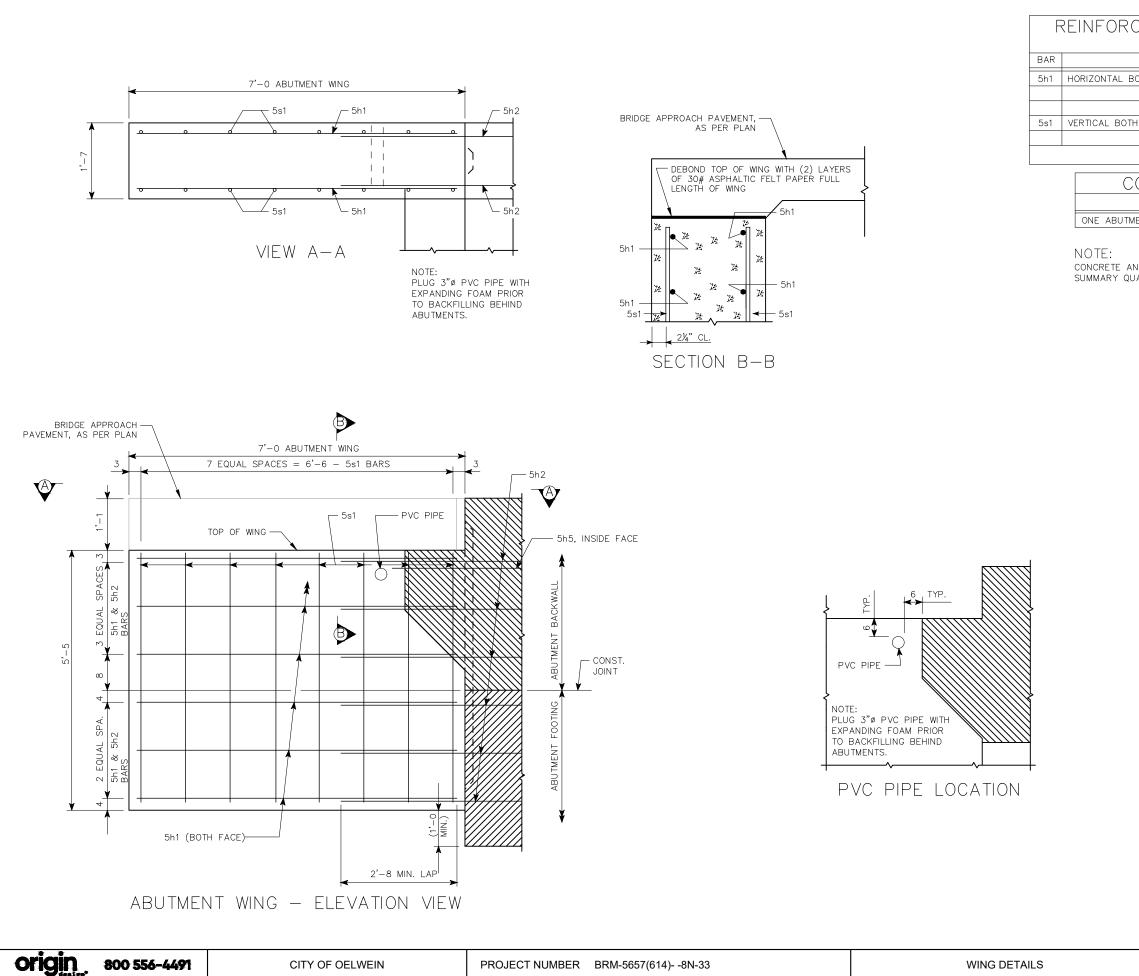


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Design For	
239' x 32' 0° SKEW PPCB BRIDGE 10TH ST SW OVER OTTER CREEK	
Station: 10+14.50	
71'—O" END SPANS	
SHEET: V.8 REV: .	37





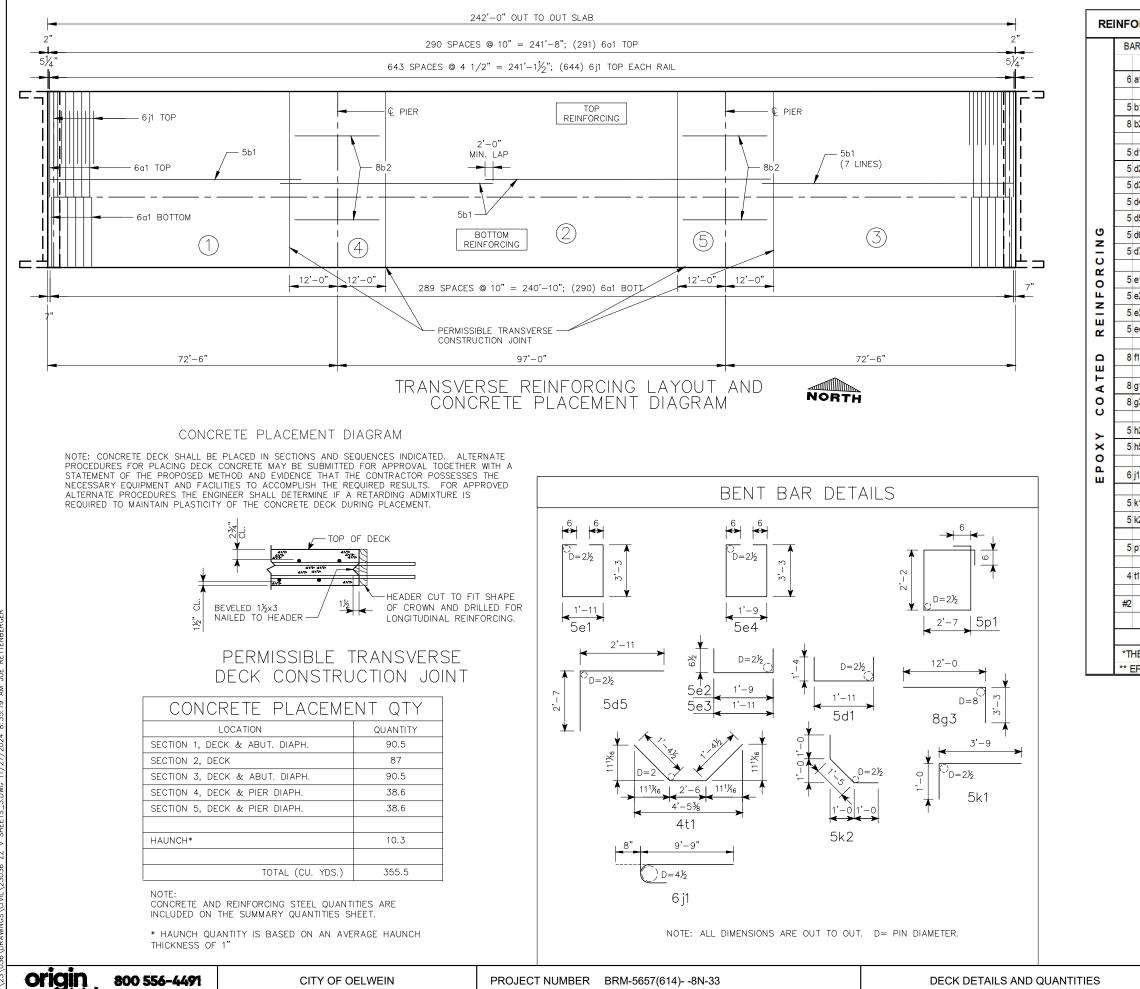


Item 3.

RCING BAR LIST – ONE ABUT. WING								
LOCATION		WEIGHT						
BOTH FACES		12	6'-8		83			
DTH FACES — 16 4'-11 82					82			
REINFORCING STEEL EPOXY	.)	165						
CONCRETE PLACEMENT SUMMARY								
CONCRETE	1	TOTAL						
ITMENT WING					2.2			

CONCRETE AND REINFORCING STEEL QUANTITIES ARE INCLUDED ON THE SUMMARY QUANTITIES SHEET.

Design 239' x 32' 0° SKEV 10TH ST SW OVER Station: 10	W PPCB BRIDGE OTTER CREEK	-
	97'–0" CENTER SPAN	
SHEET: V.11	REV: .	4



DECK DETAILS AND QUANTITIES

and SLAB, LONGIT. TOP & BOTT. 623 36 ¹ ·3 2355 and SLAB, LONGIT. TOP & BOTT. AT PIERS* 176 23 ¹ ·8 1112 and PIER DIAPH. ENDS 176 23 ¹ ·8 1112 and PIER DIAPH. ENDS 18 4 ¹ ·7 38 and PIER A ABUT. DIAPH. LONGIT. 48 8 ¹ ·5 421 and PIER A ABUT. DIAPH. LONGIT. BOTT. 24 6 ¹ ·5 161 and PIER DIAPH. LONGIT 24 6 ¹ ·5 161 and PIER DIAPH. LONGIT 24 6 ¹ ·5 161 and PIER DIAPH. LONGIT. 8 5 ¹ ·6 46 and DIAPH. LONGIT. 8 5 ¹ ·6 46 and DIAPH. LONGIT. 8 23 ¹ ·1 193 and PIER DIAPH. LONGIT. 8 23 ¹ ·1 193 and PIER DIAPH. HOOPS FIXED PIER 48 9 ¹ ·5 471 and PIER DIAPH. TES 14 9 ¹ ·3 39 and PIER DIAPH. HOOPS FIXED PIER ENDS 4 4 ¹ ·2 10	1 SLAB, TRANV. TOP & BOTT. 581 43 ' 8 38106 1 SLAB, LONGIT. TOP & BOTT. 623 36 ' 3 23555 2 SLAB, LONGIT. TOP & BOTT. AT PIERS* 176 23 ' 8 11121 1 PIER DIAPH. ENDS 1 8 4 '- 7 38 2 SLAB, LONGIT. TOP & BOTT. AT PIERS* 176 23 ' 8 11121 1 PIER ABUT. DIAPH. ENDS 1 8 4 '- 7 38 2 PIER & ABUT. DIAPH. LONGIT. 24 6 '- 5 161 4 PIER DIAPH. LONGIT 2 40 '- 8 85 5 ABUT. DIAPH. ENDS 8 5 '- 6 46 6 ABUT. DIAPH. LONGIT. 8 23 '- 1 193 7 PAVING NOTCH, LONGIT. 8 23 '- 1 193 1 PIER DIAPH. TIES ENDS 14 2 '- 10 12 2 PIER DIAPH. TIES 48 3 '- 0 150 4 PIER DIAPH. HOOPS FIXED PIER ENDS 4 9 '- 3 39 4 ABUT. FOOTING LONGIT. B.F. 6 15 '- 3	I SLAB, TRANV. TOP & BOTT. 581 43 '-8 38106 I SLAB, LONGIT. TOP & BOTT. 623 36 '-3 23555 2 SLAB, LONGIT. TOP & BOTT. AT PIERS* 176 23 '-8 11121 I PIER & ABUT. DIAPH. ENDS 176 23 '-8 11121 I PIER & ABUT. DIAPH. LONGIT. 48 8 '-5 421 3 PIER & ABUT. DIAPH. LONGIT. 24 6 '-5 181 4 PIER & ABUT. DIAPH. LONGIT. 24 6 '-5 46 5 ABUT. DIAPH. LONGIT. 24 6 '-5 471 5 ABUT. DIAPH. LONGIT. 23 '-1 289 7 7 PAVING NOTCH, LONGIT. 8 23 '-1 193 7 PAVING NOTCH, LONGIT. 8 23 '-1 12 8 PIER DIAPH. HOOPS FIXED PIER 48 3 '-0 150 9 PIER DIAPH. TIES 14 9 '-3 39 4 BUT. FOOTING LONGIT. BOTH FACES 36 24 '-4 2339 4 ABUT. TO WING ANCHOR, NSIDE FACE, TOP 4 4 '-0 17 <th></th> <th>LOCATION</th> <th>SHAPE</th> <th>NO.</th> <th>LENGTH</th> <th>WEIGHT</th>		LOCATION	SHAPE	NO.	LENGTH	WEIGHT
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PAVING NOTCH 72 4 '- 9 357 PAVING NOTCH 72 3 '- 5 257 PAVING NOTCH 72 3 '- 5 257 ABUT. HOOPS 148 10 '- 6 162' UNDER BEAMS AT ABUTMENTS 10 5 '- 3 35 Pile Spiral ** 110 5 '- 3 35 Pile Spiral ** 110 5 '- 10 46 TOTAL RENFORCING STEEL EPOXY COATED 1053 1053 MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER 1053	PAVING NOTCH 72 4 '- 9 357 PAVING NOTCH 72 3 '- 5 257 ABUT. HOOPS 148 10 '- 6 1621 UNDER BEAMS AT ABUTMENTS 10 5 '- 3 35 Pile Spiral ** 10 5 '- 3 35 Pile Spiral ** 12 38 '- 6 77 SPIRAL SPACERS, L ⁷ / ₈ x ⁷ / ₈ x ¹ / ₈ x 0.70 ** 36 1 '- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 10534' 10534' MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER 10534'	PAVING NOTCH 72 4 '- 9 357 PAVING NOTCH 72 3 '- 5 257 PAVING NOTCH 72 3 '- 5 257 ABUT. HOOPS 148 10 '- 6 1621 UNDER BEAMS AT ABUTMENTS 10 5 '- 3 35 Pile Spiral ** 10 5 '- 3 35 Pile Spiral ** 12 38 '- 6 77 SPIRAL SPACERS, L ⁷ ₈ x ⁷ ₈ x ¹ ₈ x 0.70 ** 36 1 '- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 105341 105341						Contraction and
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ABUT. HOOPS 148 10'-6 162' UNDER BEAMS AT ABUTMENTS 10 5'-3 35 Pile Spiral ** 10 5'-6 77 SPIRAL SPACERS, L ⁷ ₈ x ⁷ ₈ x ¹ ₈ x 0.70 ** 36 1'-10 46 TOTAL REINFORCING STEEL EPOXY COATED 1053. 1053. MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER 1053. 1053.	ABUT. HOOPS 148 10'-6 1621 UNDER BEAMS AT ABUTMENTS 10 5'-3 35 Pile Spiral ** 10 5'-3 35 SPIRAL SPACERS, L ⁷ / ₈ x ⁷ / ₈ x ¹ / ₈ x 0.70 ** 36 1'-10 46 TOTAL REINFORCING STEEL EPOXY COATED 105347 MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	ABUT. HOOPS Image: Constraint of the second se	_	PAVING NOTCH		72	4 '- 9	357
UNDER BEAMS AT ABUTMENTS 10 5 '- 3 35 Pile Spiral ** 10 5 '- 6 77 SPIRAL SPACERS, L ⁷ ₈ x ⁷ ₈ x ¹ ₈ x 0.70 ** 36 1 '- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 1053. MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	UNDER BEAMS AT ABUTMENTS 10 5 '- 3 35 Pile Spiral ** 10 12 38 '- 6 77 SPIRAL SPACERS, L ⁷ ₈ x ⁷ ₈ x ¹ ₈ x 0.70 ** 36 1 '- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 105341 MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	UNDER BEAMS AT ABUTMENTS 10 5 - 3 35 Pile Spiral ** 12 38 - 6 77 SPIRAL SPACERS, L ⁷ ₈ x ⁷ ₈ x ¹ ₈ x 0.70 ** 36 1 - 10 46 TOTAL REINFORCING STEEL EPOXY COATED 105341 MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER		PAVING NOTCH		72	3 '- 5	257
Pile Spiral ** IIIIIII 12 38 '- 6 77 SPIRAL SPACERS, L ⁷ ₈ x ⁷ ₈ x ¹ ₈ x 0.70 ** 36 1'- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 1053. MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	Pile Spiral ** IIIIIII 12 38 '- 6 77 SPIRAL SPACERS, L ⁷ / ₈ x ⁷ / ₈ x ¹ / ₈ x 0.70 ** — 36 1 '- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 10534 ' MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	Pile Spiral ** IIIIIII 12 38 '- 6 77 SPIRAL SPACERS, L ⁷ / ₈ x ⁷ / ₈ x ¹ / ₈ x 0.70 ** 36 1 '- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 105341 MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER		ABUT. HOOPS		148	10 '- 6	1621
Pile Spiral ** IIIIIII 12 38 '- 6 77 SPIRAL SPACERS, L ⁷ ₈ x ⁷ ₈ x ¹ ₈ x 0.70 ** 36 1'- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 1053. MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	Pile Spiral ** IIIIIII 12 38 '- 6 77 SPIRAL SPACERS, L ⁷ / ₈ x ⁷ / ₈ x ¹ / ₈ x 0.70 ** — 36 1 '- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 10534 ' MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	Pile Spiral ** IIIIIII 12 38 '- 6 77 SPIRAL SPACERS, L ⁷ / ₈ x ⁷ / ₈ x ¹ / ₈ x 0.70 ** 36 1 '- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 105341 MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER				10	51.2	25
SPIRAL SPACERS, L ⁷ ₈ x ⁷ ₈ x ¹ ₈ x 0.70 ** <u>36</u> 1 - 10 46 TOTAL REINFORCING STEEL EPOXY COATED 1053 MIDPOINT OF THE 62 BAR IS TO BE PLACED AT CENTERLINE OF PIER	SPIRAL SPACERS, L ⁷ ₈ x ⁷ ₈ x ¹ ₈ x 0.70 ** 36 1 '- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 10534* MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	SPIRAL SPACERS, L ⁷ ₈ x ⁷ ₈ x ¹ ₈ x 0.70 ** <u>36</u> 1 '- 10 46 TOTAL REINFORCING STEEL EPOXY COATED 105341 MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER		UNDER BEAMS AT ADU TMENTS		10	5-5	30
TOTAL REINFORCING STEEL EPOXY COATED 1053. MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	TOTAL REINFORCING STEEL EPOXY COATED 10534 MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	TOTAL REINFORCING STEEL EPOXY COATED 105341 MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER						
MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER	MIDPOINT OF THE b2 BAR IS TO BE PLACED AT CENTERLINE OF PIER						
								105341
			<u>°C</u>	XY COATING NOT REQUIRED FOR PILE SP	IRAL AND	SPACE	85	

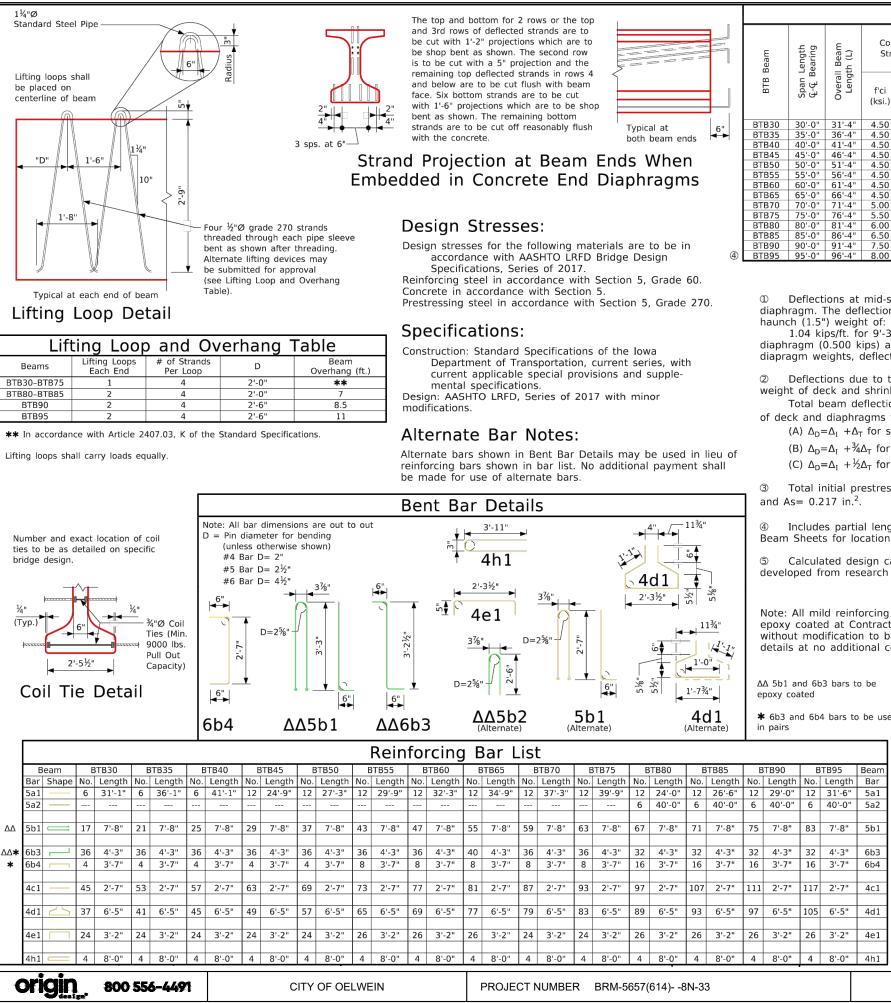
Station: 10+14.50

71'-0" END SPANS 97'-0" CENTER SPAN

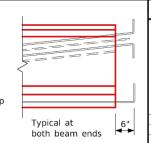
SHEET: V.12

REV:

em 3.



The top and bottom for 2 rows or the top and 3rd rows of deflected strands are to be cut with 1'-2" projections which are to be shop bent as shown. The second row is to be cut with a 5" projection and the remaining top deflected strands in rows 4 and below are to be cut flush with beam face. Six bottom strands are to be cut with 1'-6" projections which are to be shop bent as shown. The remaining bottom strands are to be cut off reasonably flush with the concrete.



97 2'-7" 107 2'-7" 111 2'-7" 117 2'-7"

89 6'-5" 93 6'-5" 97 6'-5" 105 6'-5"

Strand Projection at Beam Ends When Embedded in Concrete End Diaphragms

Design Stresses:

Design stresses for the following materials are to be in accordance with AASHTO LRFD Bridge Design Specifications, Series of 2017.

Specifications:

Construction: Standard Specifications of the Iowa Department of Transportation, current series, with current applicable special provisions and supple-

mental specifications.

Design: AASHTO LRFD, Series of 2017 with minor modifications.

Alternate Bar Notes:

4h1

 $\Delta\Delta5b2$

BTB65

77 6'-5"

D-25/

Alternate bars shown in Bent Bar Details may be used in lieu of reinforcing bars shown in bar list. No additional payment shall be made for use of alternate bars.

5b1

BTB70

36 4'-3" 36 4'-3"

79 6'-5" 83 6'-5"

PROJECT NUMBER BRM-5657(614)- -8N-33

BTB75

Reinforcing steel in accordance with Section 5, Grade 60. Concrete in accordance with Section 5. Prestressing steel in accordance with Section 5, Grade 270.

① Deflections at mid-span due to weight of deck and diaphragm. The deflections shown are for a deck (8.5") and haunch (1.5") weight of: 1.04 kips/ft. for 9'-3" beam spacing and one steel

diaphragm (0.500 kips) at Q of span. For different deck and diapragm weights, deflections will be directly proportional.

Concrete

Strength

f'c

(ksi.)

5.00

5.00

5.00

5.00 5.00

5.00

5.00 5.00 5.50 6.50 7.00

7.50

8.50

f'ci

(ksi.)

4.50

4.50

4.50

4 50

4.50

4.50

4.50

4.50

5.00

5 50

6.00

6.50

8.00

7.50

igth ring

Len Be

Span Ը-Ը

30'-0"

40'-0"

75'-0"

BTB85 85'-0" 86'-4"

90'-0"

BTB

BTB30

BTB35

BTB40

BTB45

BTB50

BTB55

BTB60

BTB65

BTB70

BTB75

BTB80

BTB90

BTB95

Bear (L)

Overall I Length

31'-4"

41'-4"

76'-4"

91'-4"

35'-0" 36'-4"

45'-0" 46'-4"

50'-0" 51'-4" 55'-0" 56'-4"

60'-0" 61'-4"

65'-0" 66'-4"

70'-0" 71'-4"

80'-0" 81'-4"

② Deflections due to the combined effect of creep due to weight of deck and shrinkage of deck.

Total beam deflections at Q of span, Δ_D , due to weight of deck and diaphragms for detailing purpose:

(A) $\Delta_D = \Delta_I + \Delta_T$ for simple span.

(B) $\Delta_{\rm D} = \Delta_{\rm I} + \frac{3}{4} \Delta_{\rm T}$ for end spans of continuous bridge.

(C) $\Delta_{\rm D} = \Delta_{\rm I} + \frac{1}{2} \Delta_{\rm T}$ for interior spans of continuous bridge.

③ Total initial prestress is based on 72.6% f's, f's= 270 ksi. and $As = 0.217 \text{ in.}^2$.

Note: All mild reinforcing steel can be epoxy coated at Contractor's option without modification to bar length or details at no additional cost to the State.
--

4c1

4d1

4e1

BTB Bear

Down (kips)

Hold Force

8.6

8.0

14.0

20.6

20.8

19.7

18.6

Caml

At

Relea

0.20

0.31

03

0.51

0.60

0.81

1.05

1.35

1.67

1.97

3.0

3

estres: (kips)

otal

340

425

510

510

596

681

765

851

1021

1191

1361

1531

1616

Number of

Strands

aight

Str

12

12 14

16

16

18

20

22

24

28 30

Siz

Stran Dia.

0.60"

0.60"

0.60"

0.60"

0.60"

0.60"

0.60"

0.60"

0.60"

0.60"

0.60"

0.60"

0.60'

					4						The
	- > ²	^{1"}	11¾"		1					gth debonded strands, see individual n and details.	in the distanc
	4	d1		5%"	· ·					cambers are based on multipliers in Iowa.	approv and the Standa All b shorter
	2'-:			1 ³ / ₄ "	e N	epoxy c vithout	oate mo	ed at C dificatio	ontrac on to k	g steel can be tor's option par length or cost to the State.	For Loop a Hole diaphra Detail
4d1 * 6t						poxy coa	ited	o3 bars t 4 bars to		ed	forms of as deta If st stub ak Mini are loc Four
											lbs. ea Whe
	_	TB80	_	STB85	_	TB90		STB95	Beam		to the
h	No.	Length	No.	Length		Length	No.		Bar		accorda
"	12	24'-0"	12	26'-6"	12	29'-0"	12	31'-6"	5a1		I.M.491
_	6	40'-0"	6	40'-0"	6	40'-0"	6	40'-0"	5a2		
_	67	7'-8"	71	7'-8"	75	7'-8"	83	7'-8"	5b1	ΔΔ	
-	32	4'-3"	32	4'-3"	32	4'-3"	32	4'-3"	6b3	۵۵*	

m	Dat	a						- m	2
ber (in.) 🕲		Deflection	n (in.) Δ _D					em	з.
		Immediate 1 Time 2 (elastic) $\Delta_{\rm I}$ (plastic) $\Delta_{\rm T}$		Permissible Maximum Spacing	: (tons)	eight (tons) Concrete (cu. yd.)	Ste lb.)		
ase	After	Steel	Steel	HL-93 Loading	Weight	Conc (cu.	Reinforcing (weight		
		Diaphragm	Diaphragm	Steel Diaphragm			œ		
2"	0.22"	0.04"	0.01"	9'-3"	10.3	5.1	890		
)"	0.37"	0.08"	0.02"	9'-3"	12.0	5.9	984		
1"	0.58"	0.15"	0.04"	9'-3"	13.6	6.7	1072		
7"	0.68"	0.22"	0.06"	9'-3"	15.2	7.5	1184		
1"	0.94"	0.34"	0.09"	9'-3"	16.9	8.3	1324		
5"	1.22"	0.49"	0.12"	9'-3"	18.5	9.2	1470		
1"	1.51"	0.67"	0.17"	9'-3"	20.2	10.0	1557		
5"	1.94"	0.95"	0.24"	9'-3"	21.8	10.8	1719		
5"	2.50"	1.18"	0.30"	9'-3"	23.5	11.6	1771		
7"	2.67"	1.54"	0.38"	9'-3"	25.1	12.4	1863		
7"	3.14"	1.94"	0.49"	9'-3"	26.8	13.2	2002		
5"	4.42"	2.41"	0.60"	9'-3"	28.4	14.0	2100		
7"	4.91"	2.90"	0.73"	9'-3"	30.0	14.8	2187		
3"	5.88"	3.47"	0.87"	9'-3"	31.7	15.7	2327		

Beam Notes:

These beams are designed for AASHTO live loads as indicated in above table with an allowance of 20 lbs. per square foot of roadway for future wearing surface.

All PPC beams shall use high performance concrete ('HPC') in accordance with the Standard Specifications.

Hold down points for deflected strands may be moved toward ends of beam a distance of 0.05 L maximum at producer's option. All prestressing strands except lifting loop strands shall be 0.60 in. nominal diameter (nominal steel area = 0.217 in.²) and conform to ASTM A416 Grade 270 Low Relaxation Strands. Minimum strand breaking strength shall be 58.6 kips.

Tops of beams are to be struck off level and finished as per Materials I.M.570.

Bearings shall be as detailed on other design sheets.

Beams to be used in bridges made continuous by the poured in place deck, are to be at least 28 days old before the deck is placed unless a shorter curing time is approved by the Bridge Engineer. The portions of the prestressed beams that are to be embedded abutment and pier diaphragms shall be roughened for a ice of 10" from the beam end by sandblasting or other ved methods to provide suitable bond between the beam he diaphragm in accordance with Article 2403.03. I, of the lard Specifications.

beams are to be increased in length to compensate for elastic ening, creep and shrinkage.

transporting, the allowable overhang is shown in the Lifting and Overhang Table.

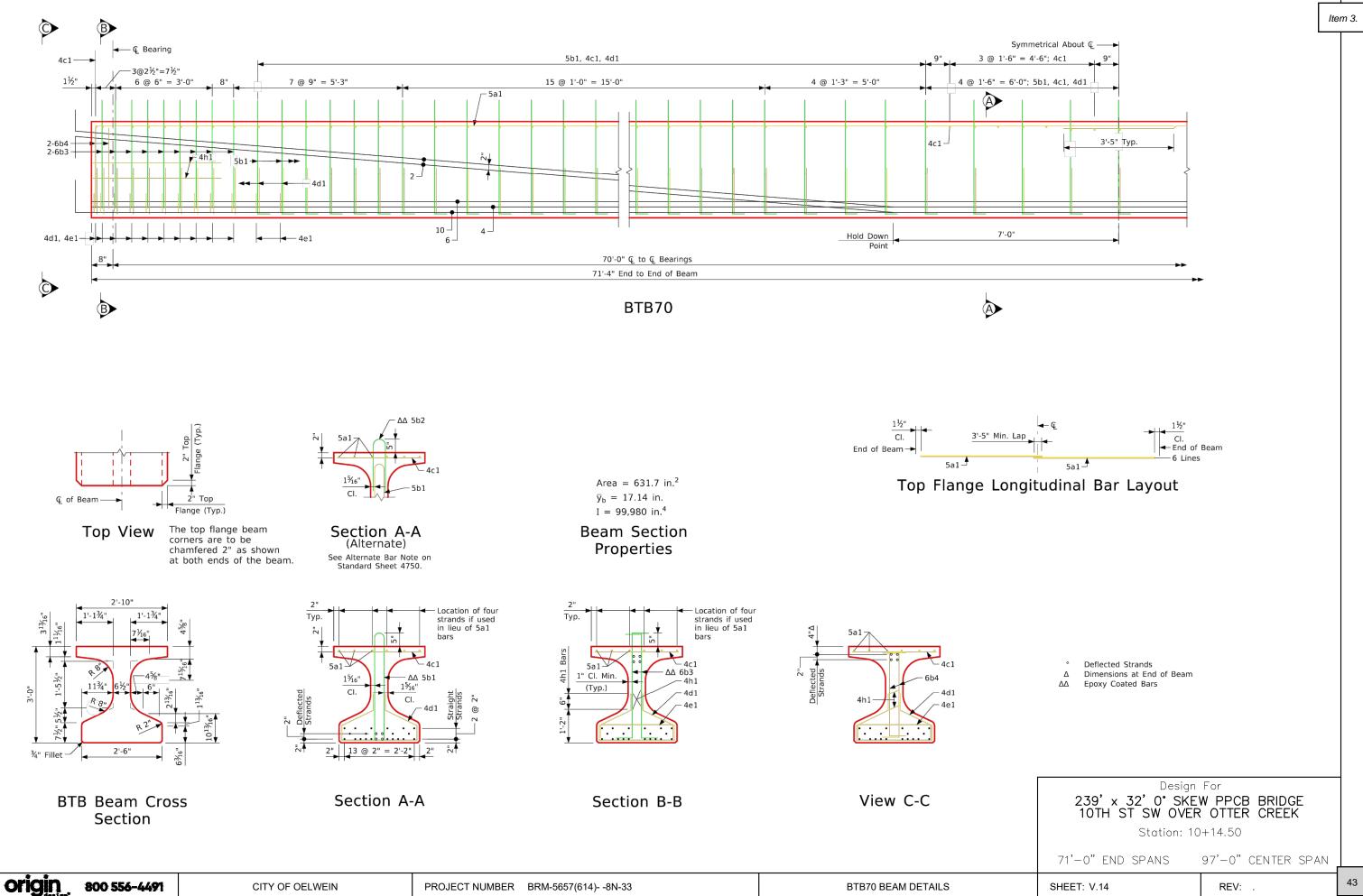
les must be cast in the web to accommodate the steel ragm attachments as detailed on the Steel Diaphragm Sheet.

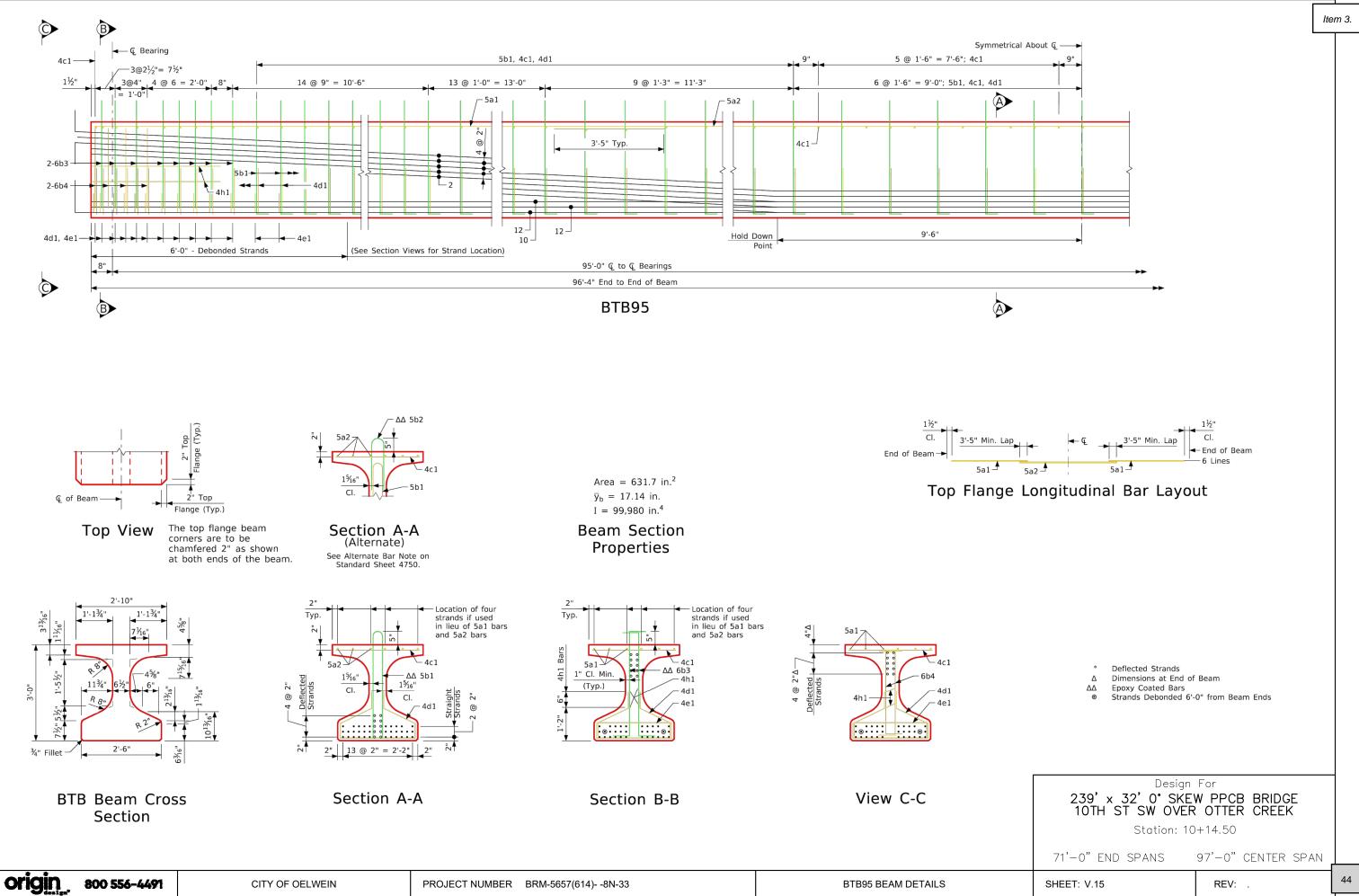
sole plate is required for bearing, sole plate is to be set in when beam is cast and formed out below to exclude concrete tailed on the Bearing Sheet.

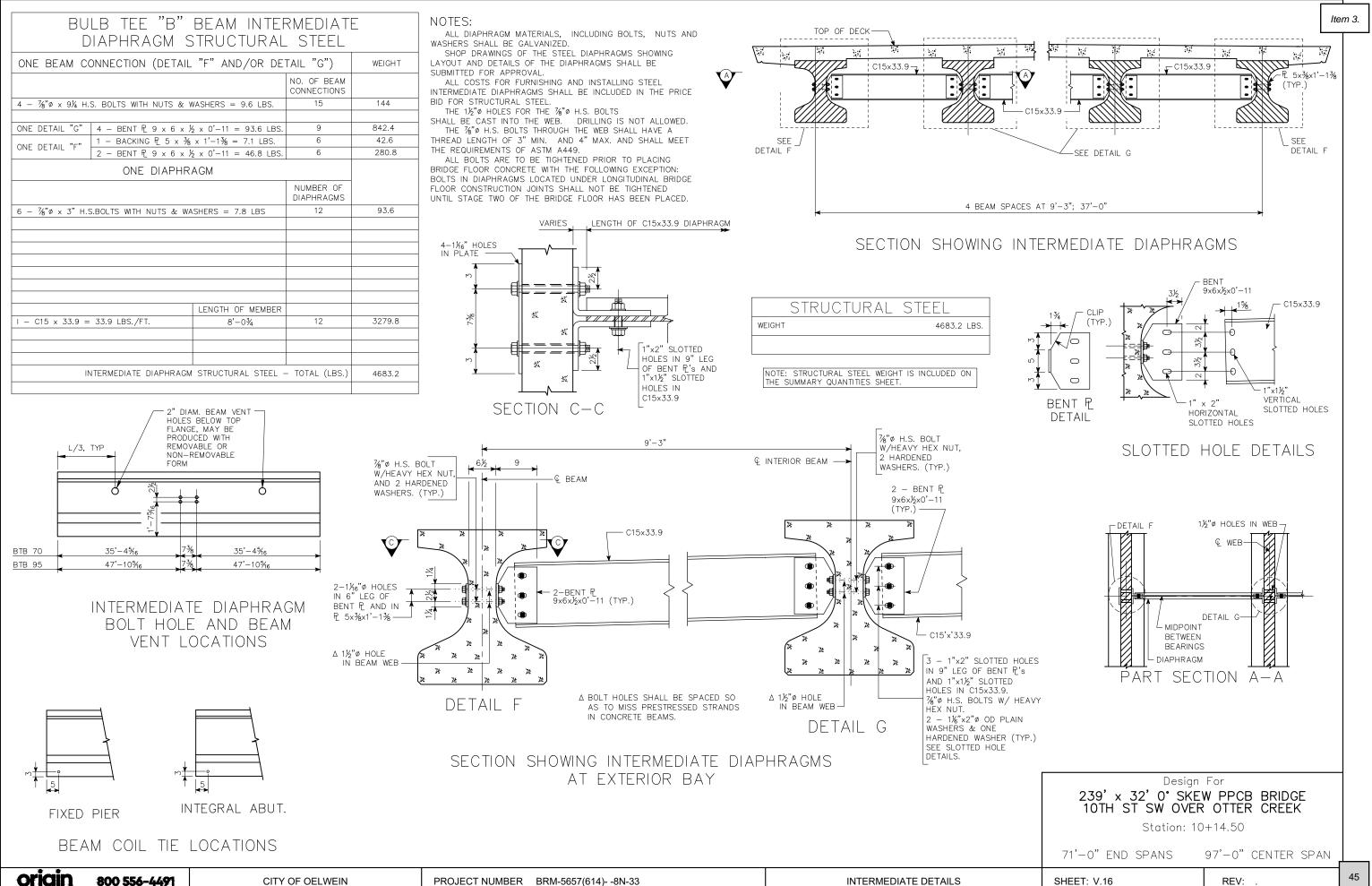
stub abutments are used, all strands at the ends of beams at abutments shall be cut off reasonably flush with the concrete. nimum concrete f'c (at 28 days) and minimum f'ci at release ocated in the BTB Beam Data Table above.

ur 0.60 in. diameter strands stressed to not more than 5000 each may be used in lieu of bars 5a1 and 5a2 in the top flange. nen expansion joints are used, concrete sealer shall be applied e prestressed beam end sections. The sealing shall be in dance with materials I.M.570 (Fabricator Application) and 91.12 (Contractor Application).

Design 239' x 32' 0° SKEV 10TH ST SW OVER Station: 10	W PPCB BRIDGE OTTER CREEK	-
71'-0" END SPANS	97'-0" CENTER SPAN	
SHEET: V.13	REV: .	42







origin

INTERMEDIATE DETAILS

BARRIER RAIL NOTES:

MINIMUM CLEAR DISTANCE FROM FACE OF CONCRETE TO NEAR REINFORCING BAR IS TO BE 2" UNLESS OTHERWISE NOTED OR SHOWN.

THE PERMISSIBLE CONSTRUCTION JOINTS ARE TO BE PLACED BETWEEN VERTICAL BARS AT A MINIMUM SPACING OF 20 FEET. CONSTRUCTION JOINT CONTACT SURFACES ARE TO BE COATED WITH AN APPROVED BOND

BREAKER. COST OF THE JOINT SEALER AND BOND BREAKER SHALL BE

CONSIDERED INCIDENTAL TO OTHER CONSTRUCTION. ALL BARRIER RAIL REINFORCING STEEL IS TO BE EPOXY COATED AS

SHOWN.

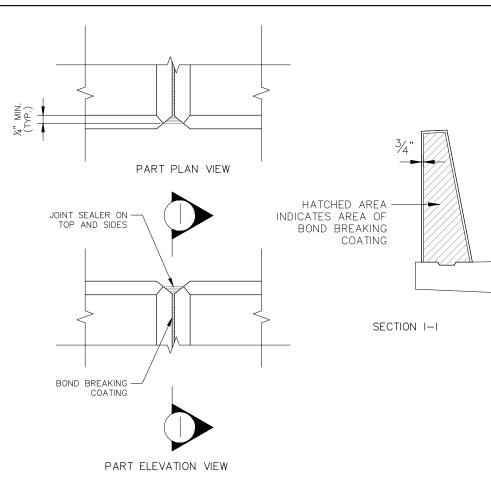
THE CONCRETE BARRIER RAIL IS TO BE BID ON A LINEAL FOOT BASIS. THE NUMBER OF LINEAR FEET OF BARRIER RAIL INSTALLED WILL BE PAID FOR AT THE CONTRACT PRICE PER LINEAL FOOT BASED ON PLAN QUANTITIES. PRICE BID FOR CONCRETE BARRIER RAILING SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIAL, EXCLUDING REINFORCING STEEL, AND ALL OF THE EQUIPMENT AND LABOR REQUIRED TO ERECT THE RAIL IN ACCORDANCE WITH THESE PLANS AND CURRENT SPECIFICATIONS. IF CONDUIT IS REQUIRED IN THIS PLAN THE RIGID STEEL CONDUIT, JUNCTION BOXES AND FITTINGS INCLUDING LABOR AND ANY ADDITIONAL WORK TO DO THE INSTALLATION IS CONSIDERED INCIDENTAL TO THE COST OF THE RAILING.

THE JOINT SEALER SHALL BE LIGHT GRAY NONSAG LATEX CAULKING SEALER MARKETED FOR OUTDOOR USE. NO TESTING OR CERTIFICATION IS REQUIRED.

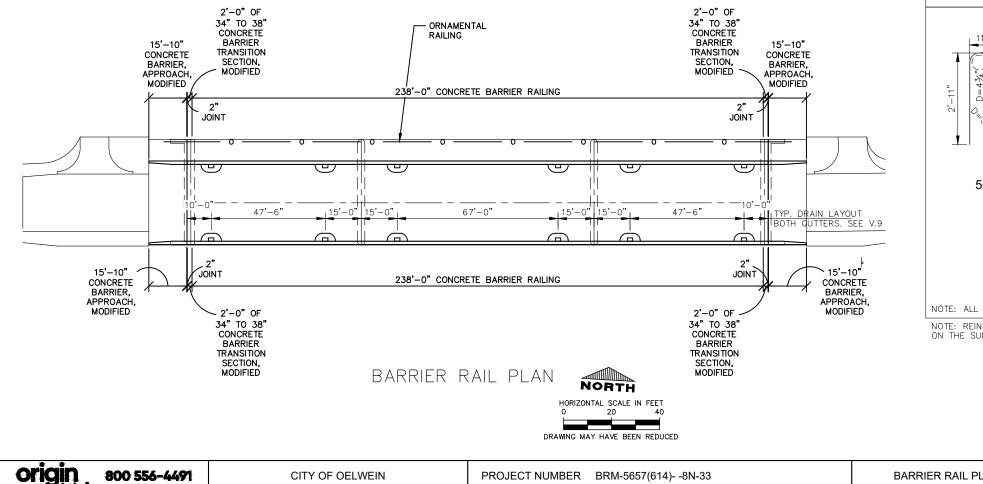
TOP OF THE BARRIER RAIL IS TO BE PARALLEL TO THE THEORETICAL € GRADE.

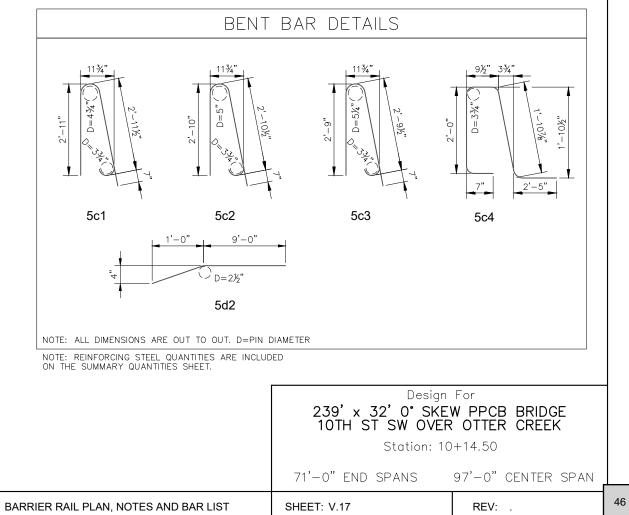
ALL EXPOSED CORNERS ON THE TOP OF THE BARRIER AND ALL OTHER CORNERS 90° OR SHARPER TO BE FILLETED WITH A $\frac{3}{4}$ " DRESSED AND BEVELED STRIP.

CROSS SECTIONAL AREA OF THE STANDARD AND SPECIAL SECTIONS OF THE BARRIER RAIL = 3.50 SQUARE FEET, EXCEPT THE 2'-10" SLOPED ENDS AT THE END SECTIONS.

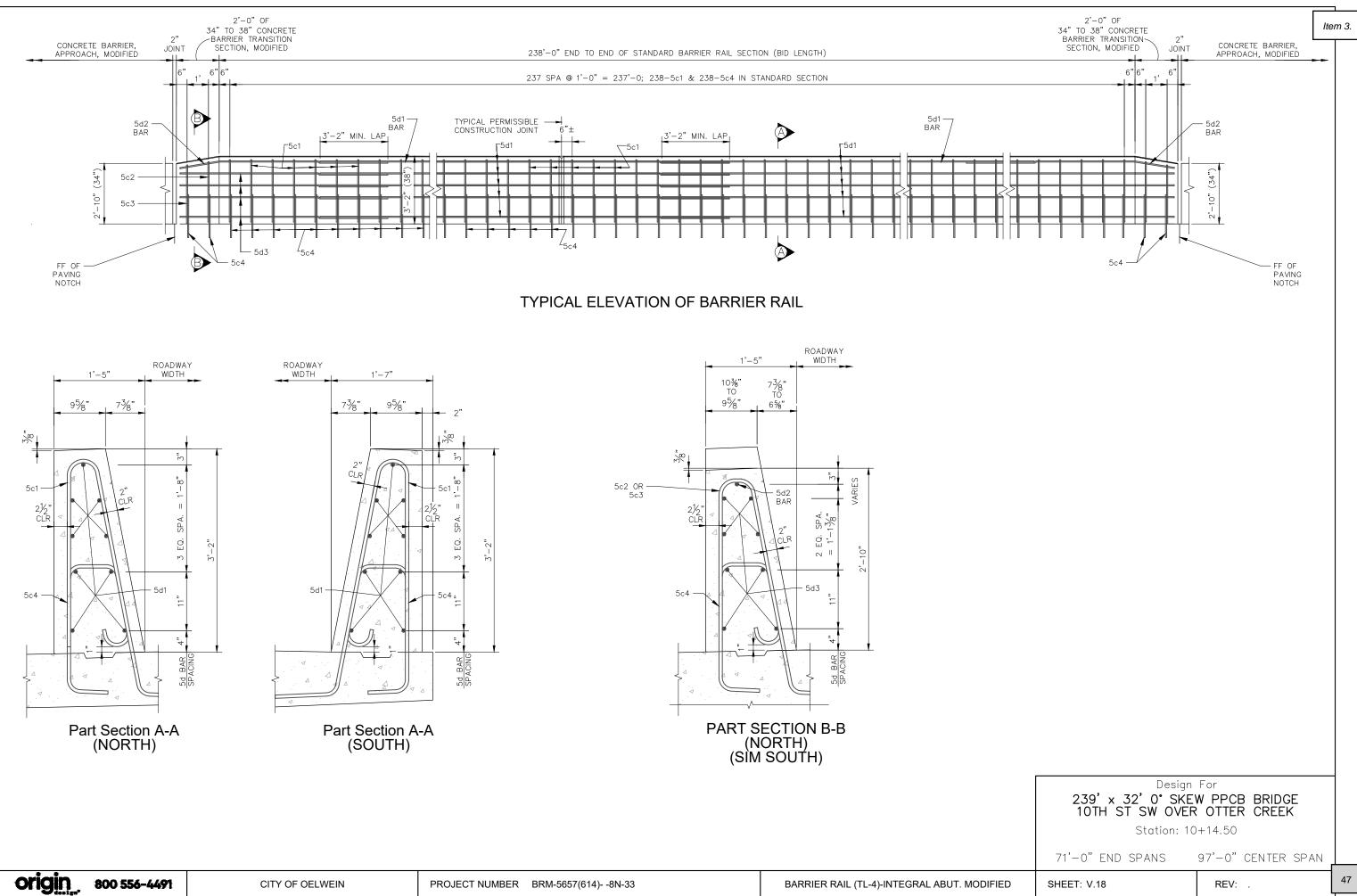


BARRIER RAIL JOINT DETAILS

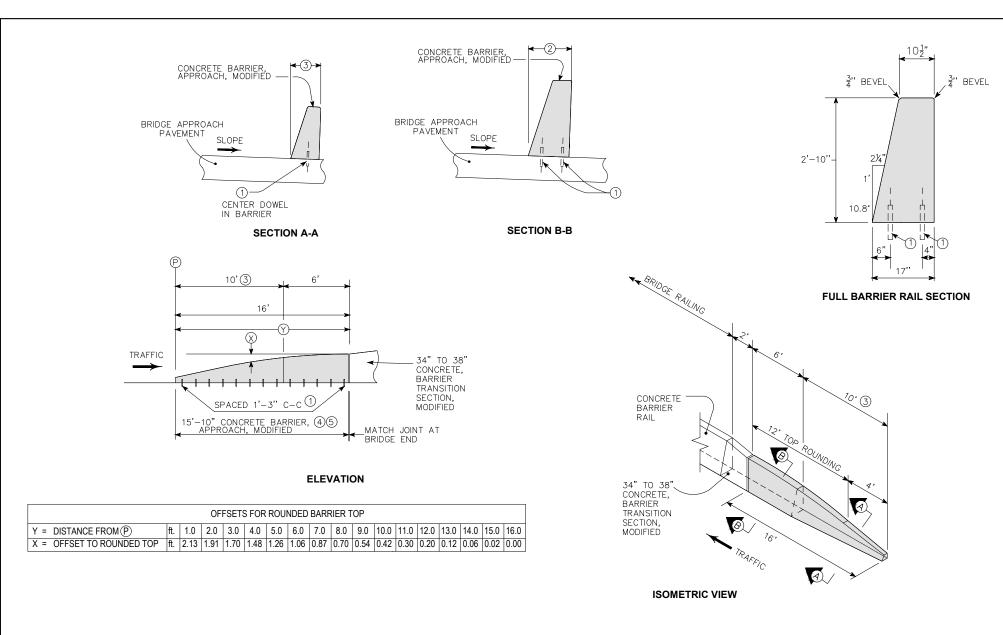




REINFORCING BAR LIST - TWO B	ARRIER I	RAILS			Item 3
CATION	SHAPE	NO.	LENGTH	WEIGH	nem 3.
			ft '- in.		
RTICAL	Ŋ	476	6 '- 8	3310	
RTICAL AT ENDS	Ŋ	4	6 '- 6	27	
RTICAL AT ENDS	Ŋ	4	6 '- 4	26	
RTICAL, LOWER	[]	484	7 '- 3	3660	
NGITUDINAL		126	35 '- 6	4665	
NGITUDINAL AT ENDS		4	10 '- 0	42	
NGITUDINAL AT ENDS		32	10 '- 0	334	
TOT	AL EPOXY R	EINFOR	CING (LBS.)	12064	
ETE PLACEMENT SUMM	1ARY				
SECTION			T	OTAL	
-0" AT 0.130 CY PER FOOT x 2 SIDES		61.9			
BARRIER TRANSITION SECTION, MODIFIED FOOT				1.0	
	TO	TAL (C`	Y)	62.9	
<u>ete barrier rail qt</u>	<u>YS</u>				
ITEM	UNI		Т	OTAL	
ARRIER RAILING	L.F		_	476	
BARRIER TRANSITION SECTION, MODIFIED	EAC	H	_	4	

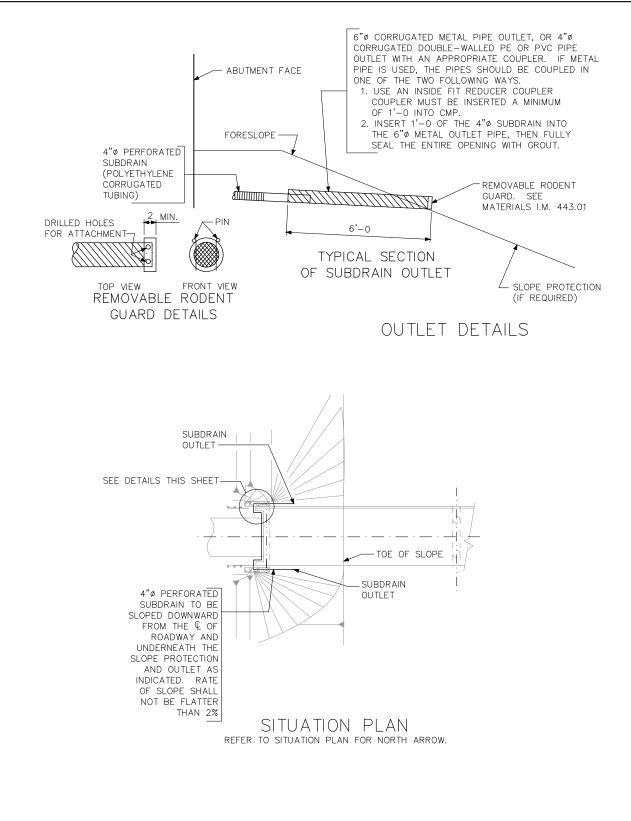






- 1) #8 X 8 INCH DEFORMED BARS OR 1 INCH DIAMETER SMOOTH.
- 0 bottom width of barrier is maintained at 17 inches.
- ③ BOTTOM WIDTH OF BARRIER TRANSITIONS FROM 8 TO 17 INCHES.
- (4) PLACE NO DELINEATOR OR OBJECT MARKER IN FRONT OF, OR ON, THE BARRIER.
- (5) APPROXIMATELY 1.3 CUBIC YARDS OF CONCRETE ARE REQUIRED TO CONSTRUCT BARRIER AS SHOWN. AMOUNT MAY VARY DEPENDING ON INDIVIDUAL SITE REQUIREMENTS.

Design 239' × 32' 0' SKE 10TH ST SW OVER Station: 10	W PPCB BRIDGE OTTER CREEK	-
71'-0" END SPANS	97'-0" CENTER SPAN	
SHEET: V.19	REV: .	48



SUBDRAIN NOTES: SEE THIS SHEET FOR DETAILS OF PLACING ALL SUBDRAINS AND SUBDRAIN OUTLETS REQUIRED FOR THIS STRUCTURE.

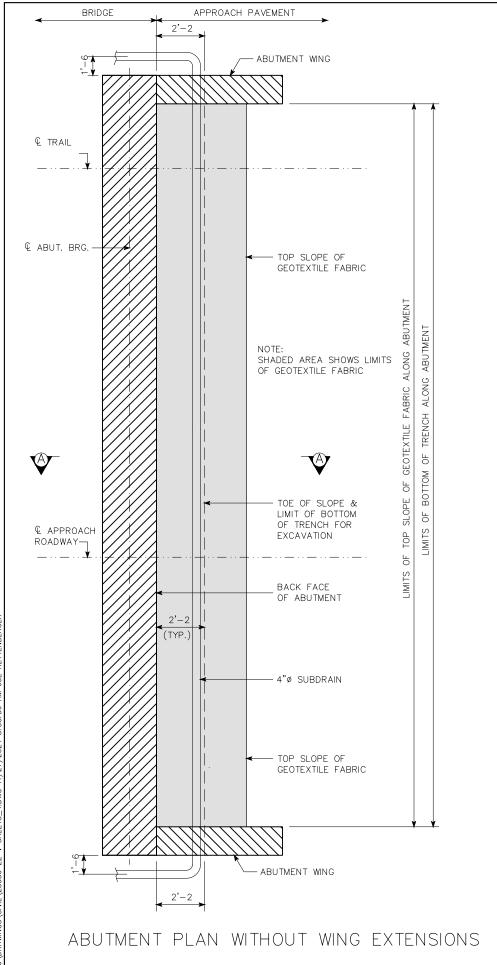
THE BRIDGE CONTRACTOR IS TO INSTALL SUBDRAINS BEHIND THE ABUTMENT. THE SUBDRAINS SHALL BE 4" IN DIAMETER AND BE IN ACCORDANCE WITH ARTICLE 4143.01, B, OF THE STANDARD SPECIFICATIONS. THE SUBDRAIN OUTLET SHALL CONSIST OF A 6'-O LENGTH OF PIPE WITH A REMOVABLE RODENT GUARD.

THE DIMENSIONS SHOWN FOR THE PROPOSED SUBDRAINS ARE BASED ON THE PROPOSED GRADING LAYOUT OF BRIDGE BERMS. THE DIMENSIONS SHOWN ARE FOR ESTIMATING ONLY. REQUIRED LENGTHS AND GENERAL LOCATIONS OF SUBDRAINS ARE SUBJECT TO CHANGE DUE TO FIELD ADJUSTMENTS OF THE GRADING LAYOUT.

THE COST OF FURNISHING AND PLACING SUBDRAIN (INCLUDING EXCAVATION), GRANULAR BACKFILL, POROUS BACKFILL, AND SUBDRAIN OUTLET IS TO BE INCLUED IN THE PRICE BID FOR "STRUCTURAL CONCRETE (BRIDGE)". NO EXTRA PAYMENT WILL BE MADE.

NOTE: SEE ABUTMENT BACKFILL DETAILS SHEET FOR DETAILS NOT SHOWN ON THIS SHEET WHICH ARE PERTINENT TO THIS STRUCTURE.

Design For 239' x 32' 0' SKEW PPCB BRIDGE 10TH ST SW OVER OTTER CREEK				
Station: 10+14.50				
71'-0" END SPANS 97'-0" CENTER SPAN				
SHEET: V.20 REV: .	49			



ABUTMENT BACKFILL PROCESS:

THE BASE OF THE EXCAVATION SUBGRADE BEHIND THE ABUTMENT IS TO BE GRADED WITH A 4% SLOPE AWAY FROM THE ABUTMENT FOOTING AND A 2% CROSS SLOPE IN THE DIRECTION OF THE SUBDRAIN OUTLET. THIS EXCAVATION SHAPING IS TO BE DONE PRIOR TO BEGINNING INSTALLATION OF THE GEOTEXTILE AND BACKFILL MATERIAL.

AFTER THE SUBGRADE HAS BEEN SHAPED, THE GEOTEXTILE FABRIC SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN. THE FABRIC IS INTENDED TO BE INSTALLED IN THE BASE OF THE EXCAVATION AND EXTENDED VERTICALLY UP THE ABUTMENT BACKWALL, ABUTMENT WING WALLS, AND EXCAVATION FACE TO A HEIGHT THAT WILL BE APPROXIMATELY 1 TO 2 FOOT HIGHER THAN THE HEIGHT OF THE POROUS BACKFILL PLACEMENT AS SHOWN IN THE "BACKFILL DETAILS" ON THIS SHEET. THE STRIPS OF THE FABRIC PLACED SHALL OVERLAP APPROXIMATELY 1 FOOT AND SHALL BE PINNED IN PLACE. THE FABRIC SHALL BE ATTACHED TO THE ABUTMENT BY USING LATH FOLDED IN THE FABRIC AND SECURED TO THE CONCRETE WITH SHALLOW CONCRETE NAILS. THE FABRIC PLACED AGAINST THE EXCAVATION FACE SHALL BE PINNED.

WHEN THE FABRIC IS IN PLACE, THE SUBDRAIN SHALL BE INSTALLED DIRECTLY ON THE FABRIC AT THE TOE OF THE REAR EXCAVATION SLOPE. A SLOT WILL NEED TO BE CUT IN THE FABRIC AT THE POINT WHERE THE SUBDRAIN EXITS THE FABRIC NEAR THE END OF THE ABUTMENT WING WALL.

POROUS BACKFILL IS THEN PLACED AND LEVELED, NO COMPACTION IS REQUIRED.

THE REMAINING WORK INVOLVES BACKFILLING WITH FLOODABLE BACKFILL, SURFACE FLOODING, AND VIBRATORY COMPACTION. THE FLOODABLE BACKFILL MATERIAL SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE FLOODABLE BACKFILL SHALL BE PLACED IN INDIVIDUAL LIFTS, SURFACE FLOODED, AND COMPACTED WITH VIBRATORY COMPACTION TO ENSURE FULL CONSOLIDATION. LIMIT THE LOOSE LIFTS TO NO MORE THAN 2 FEET OF THICKNESS.

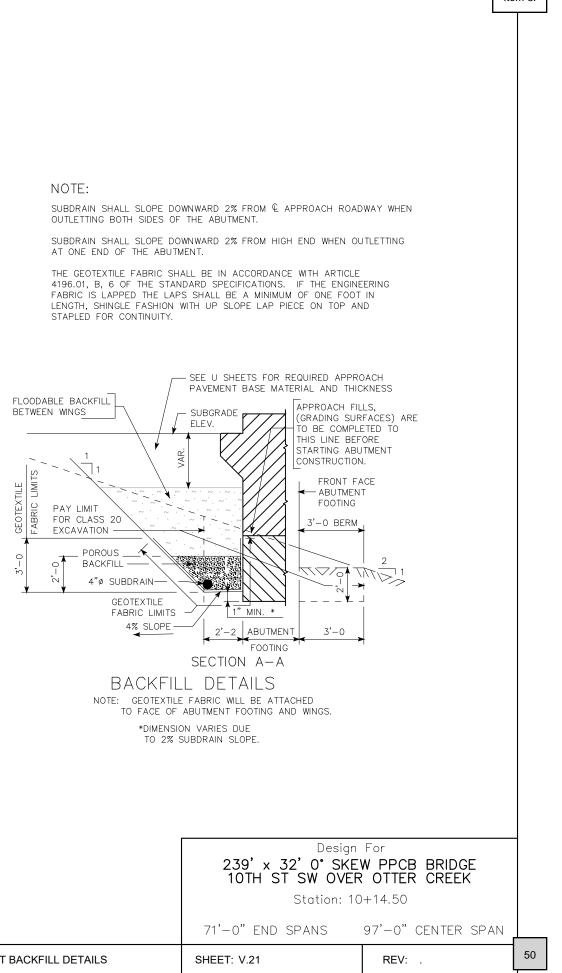
START SURFACE FLOODING FOR EACH FLOODABLE BACKFILL LIFT AT THE HIGH POINT OF THE SUBDRAIN AND PROGRESS TO THE LOW POINT WHERE THE SUBDRAIN EXITS THE FABRIC. TO ENSURE UNIFORM SURFACE FLOODING, WATER RUNNING FULL IN A 2-INCH DIAMETER HOSE SHOULD BE SPRAYED IN SUCCESSIVE 6-FOOT TO 8-FOOT INCREMENTS FOR 5 MINUTES WITHIN EACH INCREMENT.

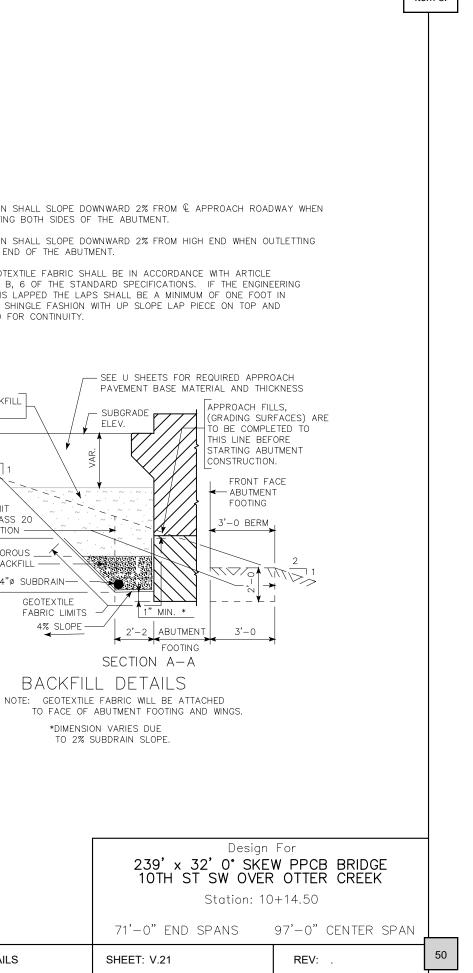
FLOODABLE BACKFILL LIFT PLACEMENT, FLOODING, AND COMPACTION SHALL PROGRESS UNTIL THE REQUIRED FULL THICKNESS OF THE ABUTMENT BACKFILL HAS BEEN COMPLETED.

WATER REQUIRED FOR FLOODING, SUBDRAINS, POROUS BACKFILL, FLOODABLE BACKFILL, AND GEOTEXTILE FABRIC FURNISHED AT THE BRIDGE ABUTMENTS WILL NOT BE MEASURED SEPARATELY FOR PAYMENT.

THE COST OF WATER REQUIRED FOR FLOODING, SUBDRAINS, POROUS BACKFILL, FLOODABLE BACKFILL, AND GEOTEXTILE FABRIC FURNISHED AT THE BRIDGE ABUTMENTS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE BID FOR STRUCTURAL CONCRETE.

NOTE SEE SUBDRAIN DETAILS SHEET FOR DETAILS NOT SHOWN ON THIS SHEET WHICH ARE PERTINENT TO THIS STRUCTURE.







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CITY OF OELWEIN

NOTICE OF PUBLIC HEARING ON THE PROPOSED SALE OF CITY OWNED REAL ESTATE

Notice is hereby given that the City of Oelwein, Fayette County, Iowa, proposes to sell and convey by Quit Claim Deed, the following described real estate located in the City of Oelwein:

Lot 5 and the East 10 feet of the vacated alley that formerly ran North and South in Block 2, Smith Brothers Second Addition to Oelwein lying between Lots 5 and 16, Block 2, Smith Brothers Second Addition to Oelwein, Fayette County, Iowa

And

Lot 16 and the West 10 feet of the vacated alley that formerly ran North and South in Block 2, Smith Brothers Second Addition to Oelwein lying between Lots 5 and 16, Block 2, Smith Brothers Second Addition to Oelwein, Fayette County, Iowa.

and

WHEREAS, the City of Oelwein, Iowa, is also the owner of real property ("Vacated ROW") located in the City of Oelwein, Fayette County, Iowa legally described as follows:

The vacated alley that formerly ran North and South in Block 2, Smith Brothers Second Addition to Oelwein lying between Lots 4 and 17, Block 2, Smith Brothers Second Addition to Oelwein, Fayette County, Iowa.

The City proposes to sell the Property and Vacated ROW to Hunter Woodward for the sum of \$2,000.00 and other good and valuable consideration.

Public Hearing on the proposed sale, and terms associated therewith, will be held at 6:00 p.m. on December 9, 2024, before the Oelwein City Council, at Oelwein City Hall, 20 2nd Ave. SW, Oelwein, IA. After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to sell and transfer said property.

Any person may appear at the Public Hearing to comment on the proposed terms of the sale and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Oelwein City Hall, 20 2nd Ave. SW, Oelwein, IA during regular business hours, by mailing to the City of Oelwein at the same address, or by email to the City Clerk's Office at <u>dmulfinger@cityofoelwein.org</u>, on or before the date and time of the Public Hearing.

Dylan Mulfinger, City Administrator City of Oelwein, Iowa

Ordinance No. 1217

AN ORDINANCE AMENDING, CHAPTER 7: WATER AND SEWERS, ARTICLE 3, SECTION 7-47: COLLECTION PROCEDURES

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

<u>Section 1.</u> That the General Ordinances of the City of Oelwein adopted July 1, 2012, with subsequent amendments, be amended by deleting Section 7-47. – Utility and Enterprise – Collection Procedures, subsection 3: Lein and replacing it as follows:

- 3. Charges and collections.
- A. A lien shall not be imposed pursuant to this section for a delinquent charge of less than five dollars (\$5.00). The city clerk may charge an administrative lien fee as set by resolution by the city council, and the county treasurer may charge an additional fee, as an administrative expense of certifying and filing this lien, which amounts shall be added to the amount of the lien to be collected at the time of payment of the assessment from the payor. Administrative expenses collected by the county treasurer on behalf of the city shall be paid to the city clerk and those collected by the county treasurer on behalf of the county shall be credited to the county general fund. The lien has equal precedence with ordinary taxes, may be certified to the county treasurer divested by a judicial sale.
- B. The city will use the Iowa Income Setoff Program for collection purposes. Any debts sent to the Iowa Income Setoff Program shall have an administrative fee applied to the debt as set by resolution by the city council.

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

First reading -	December 9, 2024
Second reading -	December 23, 2024
Third reading -	January 13, 2025

Passed and adopted by the City Council of the City of Oelwein, Iowa, this day of January 13, 2025.

Brett DeVore, Mayor

Attest:	First Reading on: December 9, 2024
	It was moved by and seconded by that the Ordinance as read be adopted, and upon roll call there were:
Dylan Mulfinger, City Administrator	AYES NAYS ABSENT ABSTAIN
Recorded January 14, 2025.	Ricchio Seeders Weber Lenz Garrigus Payne
Second Reading on December 23, 2024	Third Reading on January 13, 2025. It was
It was moved by and seconded that the Ordinance as read be adopted, and upon roll call there were:	moved byand seconded bythat the Ordinance as read be adopted, and upon roll call there were:
AYESNAYSABSENT ABSTAINRicchioSeedersWeberLenzGarrigusPayne	AYESNAYSABSENT ABSTAINRicchio

RESOLUTION NO. _____-2024

RESOLUTION AMENDING THE PERSONNEL MANUAL FOR POLICE OFFICERS BY ADDING APPENDIX A

- WHEREAS, the city of Oelwein has discussed the importance of retaining and recruiting police officers; and
- WHEREAS, the city has created benefits which will ensure a supportive work environment; and
- WHEREAS, this appendix will only be used until the police form a new union which requires a contract; and
- WHEREAS, the city council understands the importance of public safety and the critical investment of tax dollars which needs to be made each year;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa amends the personnel manual for police officers by adding appendix A.

Passed and approved this 9th day of December, 2024.

Brett DeVore, Mayor

	•		· -	that the
Resolution as	read be ad	dopted, ar	nd upon roll	call there were:
	AYES	NAYS	ABSENT	ABSTAIN
Ricchio				
Weber				
Lenz				
Garrigus				
Seeders				
Payne				

Attest:

Dylan Mulfinger, City Administrator

Recorded December 10, 2024.



Member Benefits For Hourly Full-time Police Officers Resolution No. _____-2024 July 1, 2025 to June 30, 2028

Item 6.

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Preamble

THIS AGREEMENT is executed by the City of Oelwein, hereinafter called "Employer", and Current and Future Full-Time Officers of the Oelwein Police Department, hereinafter called "Officers".

Article 1

Recognition

Section 1. The Employer recognizes the need to provide clearly outlined guidelines, benefits, and wages in order to provide a professional, safe, competitive, and effect public safety service. The Employer has met with officers to discuss the terms of this agreement to provide terms that represent this desire.

Included in this agreement: All paid full-time hourly police officers of the Oelwein Police Department.

Article 2

Intent and Purpose

Section 1. The Employer, the Officers, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Oelwein.

Section 2. The Employer, the Officers, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties to this Agreement, and to assure the effective and efficient operation of the City of Oelwein and of the Oelwein Police Department.

Article 3

Definitions

Section 1. ACT means the Iowa Public Employment Relations act as it may be amended from time to time.

Section 2. ANNIVERSARY DATE means the anniversary of the calendar date of the employee's last date of hire.

Section 3. COUNCIL means the members of the City Council of the City.

Section 4. CITY & EMPLOLYER means the City of Oelwein, Iowa.

Section 5. A REGULAR EMPLOYEE means an employee other than a temporary or part-time employee, who has completed the probationary period.

Section 6. A REGULAR EMPLOYEE means an employee other than a temporary or part-time employee, who has completed the probationary period.

Section 7. A PROBATIONARY EMPLOYEE, police patrol officers, if the employee has successfully completed training at the lowa Law Enforcement Academy or other training facility certified by the Director of the lowa Law Enforcement Academy before the initial appointment as a police patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a police patrol officer. If the employee has not successfully completed training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy before initial appointment as a police patrol officer. If forcement by the Director of the Iowa Law Enforcement Academy before initial appointment as a police patrol officer, the probationary period shall commence with the date of initial employment as a police patrol officer and officer, the probationary period shall commence with the date of initial employment as a police patrol officer and

shall continue for a period of nine (9) months following the date of successfully completion of training at the Iowa Law Enforcement Academy or another training facility certified by the Director of the Iowa Law Enforcement Academy. A police patrol officer transferring employment from one jurisdiction to another shall be employed subject to a probationary period of nine (9) months. During the probationary period, such employees may be removed or discharged from such positions, without cause or right to grievance.

Section 9. A PART-TIME EMPLOYEE means any person employed by the Employer on a continuing part-time basis, i.e., working less than forty (40) hours per week.

Section 10. A TEMPORARY EMPLOYEE means any person employed by the Employer on a full-time or part-time basis for a particular purpose not anticipated by the Employer to extend for a period of more than four (4) months.

Section 11. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean "regular" employee.

Section 12. The word "Chief" when used hereunder includes the designated representative of the Chief of Police.

Section 13. "Adequate justification" shall mean proof of circumstances beyond the control of the employee reasonably excusing compliance with applicable terms of this Agreement.

Section 14. IMMEDIATE FAMILY: Includes spouse, children, stepchildren, or specific permanent members of the employee's immediate household. Specific permanent members of the employee's household shall include:

- a. A person that the employee is in an intimate romantic relationship with and where that person has lived in the household for more than two years. As defined by the Iowa Code, an intimate romantic relationship means a significant romantic involvement that need not include sexual involvement. An intimate relationship does not include casual social relationships or associations in a business or professional capacity.
- b. A child of the intimate partner that lives in the employee's household more than half of the time.

Article 4

Reserved

Article 5

Seniority

Section 1. Seniority is defined as an employee's length of service with the City from the employee's most recent date of hire. The employee shall not accrue seniority, nor shall the employee lose seniority during an unpaid leave of absence. Seniority shall continue to accrue during paid leaves of absence.

Section 2. The seniority records for employees shall be maintained and posted by the Employer in January of each year and a copy thereof shall be given to the Officers and to each employee at that time. Any protest as to the correctness of the most recent list must be made in writing to the Employer within thirty (30) days of receipt of this list.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason; is discharged for cause; fails to report to work after notice of recall within the time limit set out in Article 10, Section 3, hereafter; is laid off for a period exceeding thirty-six (36) months or the employee's seniority, whichever is lesser; is absent from

work for two (2) consecutive workdays without adequate justification or approval by the Employer; or fails without adequate justification to report to work on the next scheduled workday at the completion of a leave of absence or vacation.

Article 6

Procedures for Staff Reduction

Section 1. In the event the Employer determines that an employee must be laid off, the Employer shall lay off the employees so affected in the order of their seniority, retaining those employees with the most seniority.

Section 2. An employee to be laid off will be notified as soon as possible by certified mail, return receipt requested, sent to the employee's latest advised current address. An employee who is laid off shall advise the Employer of his or her current address during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 3. An employee shall report to work within ten (10) calendar days after notice of recall is mailed, certified mail, return receipt requested, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date. No employee shall be discharged for failure to report upon the effective date of recall if adequate justification is shown.

Article 7

Job Classification and Transfer Procedures

Section 1. If a policeman is requested to work in a higher rated job classification for a period exceeding twenty (20) working days, within a contract year, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the twenty-first (21st) day that the employee so works, and shall be returned to the employee's regular rate of pay upon completion of the employee's temporary assignment.

Section 2. The Officers agrees officers may be shifted from one classification to another following Civil Service procedures, however in the event of a temporary shift from one classification to another, the Employer agrees no employee's wages or hours shall be reduced because of reclassification except as provided specifically herein. In the event of an objection by an employee as to any reclassification, such objection shall be handled as a grievance in a manner provided by this Agreement. An officer may be asked to serve in a higher classification as part of an evaluation period for promotion. This evaluation period may not exceed forty-five (45) days and will be at the employees' regular rate of pay.

Section 3. The Employer agrees that the hourly rate of no regular employee shall be reduced during the contract year, except as otherwise provided in this Agreement, nor shall such employee be reclassified because of the employee's physical or mental disability. The employee may also be returned to a lower classification if the employee is unable to perform the duties to the higher classification.

Section 4. The Chief of Police may deem it necessary to reclassify a civilian employee to another civilian job classification during times of employee shortages.

Article 8

Hours of Work

Section 1. The Employer shall establish and post the hours of work for all employees which the Employer determines will best provide the service to be rendered to the public. The hours shall not be construed as a guarantee of hours nor days, nor of work scheduled.

Section 2. It is understood and agreed that the determination of the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to extend or maintain the hours of work for any employee, and the employee shall be required to work at times as scheduled by the Employer.

Section 3. The normal work schedule for police officers consists of a forty (40) hour week with rotating days off. Shifts shall be picked by seniority according to rank. The Chief of Police shall retain the authority to reassign an employee based on performance.

Any hours worked, in addition to the normal workday shall be paid at the overtime rate unless mutually agreed upon by the Employee and Employer.

Section 4. An employee shall have one twenty (20) minute break during the first half of the working day and one twenty (20) minute break during the second half of the working day whenever possible. An employee shall have a thirty (30) minute meal break in the middle of the working shift whenever possible. The secretary shall be given 30 minutes off without pay, approximately mid-shift, for a lunch break.

Section 5. It is understood and agreed that the Employer may have to revise work schedules to adequately staff each shift and the Employer agrees to give the affected employee as much advance notice as possible of a change in the employee's schedule of hours to be worked. The Employer shall give the Officers as much advance notice as possible of any major change in work schedules.

Section 6. Employees shall have the right to trade shifts or days when it does not interfere with the operation of the Employer, subject to the approval of the Chief. Employees may trade shifts or days with the approval of the Chief when, in the Chief's opinion, it does not interfere with the operations of the Employer or lead to overtime.

Article 9

Overtime

Section 1. Overtime

- A. Overtime shall be defined as actual hours worked more than the regular scheduled work week. Earned leave utilized will not count towards hours worked. Under the current schedule, officers average 40 hours per week during an 8-week period. The only earned leave that will be considered a part of the work week is vacation. Overtime must be authorized or approved in advance by the Employer.
- B. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime.
- C. Employees shall be required to work such overtime as the Employer requires. Overtime shall not be used as a disciplinary tool, either to punish employees or to reward employees.

- D. The Employer will utilize an electronic time-tracking system, visible to employees, to display overtime hours worked. The opportunity for overtime hours shall be divided among the employees in accordance with the following:
 - 1. Overtime shall be made available to the employees based on seniority within a particular job classification. For the purposes of this Section, seniority shall be based on the number of overtime hours worked, with the employee having the greatest number of overtime hours worked being deemed to have the least amount of seniority. The amount of overtime worked by each employee shall be noted on the overtime list. The employee with the most seniority, i.e. the least amount of overtime worked, shall be first offered the overtime and the offer thereafter shall be made in order of declining seniority.
 - 2. If staff do not respond affirmatively to a request for them to work overtime the following may then take effect:

The Chief, or his designated ranking officer, shall appoint an officer from the present shift to continue working the first one half (1/2) of the open shift. He shall also appoint an officer to report to work the second one half (1/2) of the open shift prior to his regular scheduled shift. Officers shall alternate being called in for overtime if the officer calling in sick shall be gone for more than one (1) day.

- 3. When an employee is required to work greater than fifteen (15) consecutive hours, the individual will be given at least eight (8) hours off before being required to report to work, except in the case of an emergency.
- E. Overtime may be paid either in salary, or with the approval of the Chief, in compensatory time off. An employee shall not accumulate more than forty (40) hours of compensatory time. It is the policy of the Employer to require that compensatory time be used as soon as reasonably possible after it is earned. Accumulated compensatory time will be paid out during the last pay period of December and last pay period of June. A maximum of twenty (20) hours for police officer of accumulated compensatory time may be carried over beyond December 31. In no event shall any accumulated compensatory time be carried over to the next contract year. Any compensatory time not carried over shall be paid on the employee's last pay period in June.

Section 2. Call-Back Time

A. An employee, including a probationary employee, who is called back to work by the Employer shall be paid a minimum of two (2) hours' pay at the overtime rate, unless such call-back is two (2) hours or less prior to the employee's regular shift. The minimum does not apply when an employee is ordered to work beyond the employee's shift. If the employee is scheduled to attend Department training or meetings the employee will be paid time and one-half for all time spent.

Section 3. Court Time

A. An employee, including a probationary employee, required to appear for Court outside of Oelwein during off duty hours, shall be paid for actual time spent with a minimum of two (2) hours pay at the overtime rate, unless the Court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event the employee is paid for the actual time spent. The employee shall also receive mileage. If required to appear for court within Oelwein the minimum is one (1) hour of overtime pay. A

copy of the employee's claim with the Clerk of Court for appearance and mileage shall be filed with the Employer, and any sums paid by the Clerk of Court will reduce the Employer's obligation to the extent of payment received.

B. Court time is payable whenever the employee is required to appear as a witness before any Court of administrative agency to present information gained in proximate connection with the employee's employment with the Employer.

Section 4. Compensatory Time

- A. A. If the employee elects to take overtime by using compensatory time off, and if the Chief approves, the employee shall notify the Employer thereof prior to the time when the payroll for period when overtime was earned is prepared. The Employer shall keep a record of all compensatory time which an employee has earned, and has used, and the employee may request to see such record at any reasonable time.
- B. B. Compensatory time will be accrued in an amount directly comparable to the amount which the employee would have been paid. For example, if an employee is entitled to an hour of pay at the regular straight time rate, the employee will be credited with one (1) hour of compensatory time. If an employee is entitled to an hour of pay at the overtime rate, the employee will be credited with one and one-half (1 ½) hours of compensatory time.
- C. Compensatory time off will be granted at the time selected by the employee, so long as it does not conflict with the operation of the Employer. Compensatory time may be added to vacation time to extend vacation time, but only in the manner provided for in the scheduling of vacations.

Article 10

Holidays

New Year's Day	January 1
Washington's Birthday	February 22
Easter	As observed
Memorial Day	As Observed
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	As Observed
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Christmas	December 25

Shall any questions arise these Holidays are to be paid for the dates as observed by the Federal government.

Section 2. The holiday for employees shall begin at the start of what is classified as the first shift on the day of the holiday and end twenty-four (24) hours later.

Section 3. To be eligible for receiving holiday pay an employee must have been in the employ of the Employer for not less than thirty (30) calendar days, and unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

Section 4. An eligible employee who works on any of the holidays listed above during the holiday hours, as listed above, shall receive two (2) times the current hourly straight time rate of pay, for any hours worked.

Section 5. If a holiday occurs during an employee's vacation, the employee will receive their straight time rate of pay counted as vacation.

Article 11

Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacation shall be earned by employees according to seniority pursuant to the following schedule:

After 1 year	40 Hours Vacation
After 2 years	80 Hours Vacation
After 5 years	120 Hours Vacation
After 10 years	160 Hours Vacation
After 15 years	200 Hours Vacation

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be according to the individual employee's anniversary date. Accordingly:

- A. All vacations earned must be taken by the employee prior to the employee's next anniversary date, except that the Chief may allow an employee to carry over one (1) or more days because of extenuating circumstances, such as, but not limited to illness.
- B. No employee shall be entitled to vacation pay in lieu of vacation, except as set out below.
- C. An employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned, for the year or years prior to the employee's last anniversary date and not previously taken. An employee who voluntarily terminates employment, for other employment, must provide a minimum of 14 days' notice. During this time, to be eligible to receive any vacation which would have been accrued during the employee's current anniversary year, the employee may not use any type of earned leave. Meaning, the employee must report for duty, as assigned, during the first 14 days from their received written notice of separation of employment. An employee who voluntarily terminates employment, for the purpose of retiring from service, must provide a minimum of 30 days' notice. During this time, to be eligible to receive

any vacation which would have been accrued during the employee's current anniversary year, the employee may not use any type of earned leave. Meaning, the employee must report for duty, as assigned, during the first 30 days from their received written notice of separation of employment.

D. Vacation time may be taken in increments of one (1) day or more.

Section 3. An employee shall set the employee's vacation day by December 1st of the previous calendar year when the vacation is to be taken. The initial selection shall be based on an employee's seniority. Vacation dates may be changed after November 1st, but only if the new date does not conflict with another employee's selected vacation dates. Employees who bid on vacation prior to December 1st will be advised of approval or denial by January 1st.

Section 4. So far as possible, each vacation will be granted at the time selected by the employee if it does not conflict with the operation of the Employer.

Section 5. Vacations may be cancelled by the City in cases of natural disaster, or lack of personnel to efficiently operate the department.

Article 12

Leaves of Absence

Section 1. Sick Leave

- A. The City provides sick leave as a form of insurance. It is based upon length of service and is subject to the following provisions.
- B. Sick leave may be used for personal illness or injury rendering the employee unable to perform his or her usual occupational duties, subject to the provisions set out hereinafter.
- C. An employee may use up to four (4) shifts sick leave per contract year for an emergency illness in the employee's immediate family, if prior notice to the Chief is given.
- D. An employee shall earn twelve (12) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of 1,040 hours. Sick leave accumulated prior to the effective date of this contract will be credited toward the maximum accumulation.
- E. After two (2) shifts absence using sick leave, the Employer reserves the right to require a physician's signature when the employee returns to work.
- F. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the employee's workday. This notice shall be waived if there was adequate justification for the employee's failure to notify the Employer. If the employee fails to notify the employer at least 60 minutes prior to the start of their shift, without adequate justification, sick leave will be deducted at 1 ½ times their scheduled hours of work.
- G. An employee who uses no sick leave January 1 through June 30, and/or from July 1 through December 31 shall be granted one (1) additional 8- or 10-hour day off as prescribed by the schedule the employee is presently working in the following six (6) months. In the event the department follows the 1990-1992 schedule the time off shall be eight (8) hours.
- H. Sick leave may be used to the extent it is available as follows: In any period for which an employee is receiving worker compensation benefits, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as net pay for the same period under this contract, if the employee had been working a regular schedule. During the statutory waiting period an employee, including a probationary employee, shall

receive sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

Any compensation paid to an employee because of temporary disability in the line of duty shall not reduce the employee's accumulated sick leave.

- I. Sick leave benefits will be paid at the employee's regular straight time rate within the employee's regular job classification.
- J. A holiday for which an employee is entitled to holiday pay shall be paid as a day of sick leave.
- K. An employee who becomes ill while on duty and is unable to continue the tour of duty for that day shall be credited with the number of hours worked and shall be charged for the hours of sick leave taken.
- L. An employee may use vacation time after all accumulated sick time is used. After all time is used, the employee shall be placed on light duty, if possible, until able to return to regular work.
- M. Sick leave will accumulate during the probationary period, but the new employee shall not receive sick pay until the completion of 90 days of employment.
- N. When an employee is terminated from employment or self terminates his/her employment from the City of Oelwein, there shall be no use of sick days for the last 30 days of employment, with exception. Exceptions would include serious illness, personal injury, not job related or hospitalization. The Chief of Police may determine and have discretion to allow or disallow any other sick time off with or without pay.

Section 2. Funeral Leave

- A. An employee will be granted up to five (5) shifts funeral leave, with the approval of the Chief, to arrange and attend the funeral of the employee's spouse, children, stepchildren, parent, or stepparent. An employee will be granted up to three (3) shifts funeral leave, with the approval of the Chief, to arrange and attend the funeral of the employee's children's spouse, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren or permanent member of the immediate household. Any such leave shall be for scheduled workdays for that employee only, which fall within the period commencing with the death and extending through the day of the funeral.
- B. The above leave with pay is intended to cover travel but in special cases involving unusual travel the Employer agrees to grant additional leave without pay for not to exceed two (2) shifts.
- C. An employee is allowed to use one (1) 8- or 10-hour day as prescribed by the schedule the employee is presently working of sick leave to act as a pallbearer.

Section 3. Leave of Absence Without Pay

- A. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by the employee, recommended by the Chief and approved in writing by the Employer. The employee will be given a copy of the authorization. No leave of absence is granted as a matter of right.
- B. Upon termination of any such leave of absence the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick, vacation or other leave.
- C. In the event an employee fails to return to work at the end of any such leave, without adequate justification, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.
- D. During a leave of absence without pay the employee;
 - a. Must pay group hospital premiums falling due during any month the employee is not on the payroll.
 - b. Must pay premiums for coverage under any group life insurance plan; and

c. Shall not receive any other job benefits during the period of absence.

The Employer may make exceptions to any of the above conditions (A-C) for leaves not exceeding six (6) working days.

E. If the leave of absence is medically related, such as but not limited to pregnancy, the employee must give the Employer a written statement from the employee's doctor verifying that the employee is unable to work, and stating when the employee may return to work. The City and Officers will comply with the provisions of the Family and Medical Leave Act of 1993.

Section 4. Jury Duty

A. Any full-time employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. Said employee shall receive the regular straight time pay and shall turn over to the Employer the pay earned from such jury service, but the employee shall be allowed to keep any allowance for mileage.

B. An employee who is summoned for jury duty but is not selected, or any employee who is released from jury duty within an hour or more remaining on the employee's shift shall return to work immediately.

C. An employee who is called for jury duty shall promptly notify the Chief.

Section 5. Voting Leave

Any employee required to work for all the hours during which the polls are open on an election day shall be given sufficient time off to vote.

Section 6. Personal Days

Employees working the four, 10-hour days per week schedule will be granted 40 hours personal leave with pay each year. Employees not working the 4x10 schedule will be granted 32 hours personal leave with pay each year. Personal leave is subject to prior approval of the Chief. No personal days may be taken during the first 90 days of employment.

Personal days off will be granted so far as possible at the time selected by the employee if it does not conflict with the operation of the employer. Following ninety (90) days of employment no more than one day per quarter may be taken during the first year of employment.

An employee, with authorization from the Chief of Police, may hold over one (1) personal day. The employee must provide the request for holding this day over, in writing, to the Chief of Police no less than 30 days prior to its expiration. If approved, the authorized day must be used by July 30th of that year.

Article 13

Grievance Procedures

Section 1. Definition – General Rules:

A. The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Officers regarding the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

B. If a grievance is not presented or appealed within the time limitations as hereafter provided, the grievance shall have no further validity or effect and will be abandoned.

C. For any employee covered by civil service the grievance procedures set forth in this Article shall not be available for determination of removal, suspension or demotion.

Section 2. Procedures

A grievance that may arise shall be processed and settled in the following manner:

A. Step 1 – The grievance shall be discussed informally between the employee and the Officers and the employee's immediate supervisor within five (5) calendar days after the occurrence of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his oral answer to the aggrieved employee and the Officers within five (5) calendar days after such discussion. The failure of the supervisor to reply within said five (5) calendar days period shall be deemed a denial of the grievance.

B. Step 2 – If such a grievance is not settled in Step 1, the aggrieved employee or Officers may appeal. The employee shall within five (5) calendar days following the completion of Step 1 present the grievance in writing to the Chief. The grievance shall contain a statement from the employee or Officers specifying what relief or remedy is desired. The Chief shall investigate the grievance and issue a decision in writing thereon within a period of five (5) calendar days. The failure of the Chief to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance.

C. Step 3 – If such grievance is not settled in Step 2, the aggrieved employee or Officers may appeal. The employee or Officers shall within five (5) calendar days following completion of Step 2, present the grievance in writing to the City Administrator together with a copy of the grievance filed with the Chief. The City Administrator shall issue a written decision within a period of five (5) calendar days. Failure to do so shall be deemed a denial of the grievance.

D. Step 4 – If the grievance is not settled in Step 3, the aggrieved employee or Officers may appeal to arbitration. The employee or Officers shall request arbitration by written notice to the City Council within five (5) calendar days after the completion of Step 3. The written notice shall be signed by the employee or Officers and shall specify the relief or remedy desired and the section of this Agreement which is to be interpreted or considered by the arbitrator.

When a timely request has been made for arbitration, a representative of the Employer and a representative of the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Employer's receipt of the arbitration notice, the Officers may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. When the panel is received, the parties shall determine by lot the order of elimination and thereafter shall alternately strike a name from the list, and the person remaining shall act as arbitrator.

The arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties' desire to present, shall render a written opinion. In no case should any award included in the opinion be retroactive beyond the date on which the event occurred which gave rise to the grievance. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved expressly to the Employer by law or by the terms of this Agreement. A decision of the arbitrator within the scope of his/her authority shall be final and binding upon both the parties.

The Employer and the employee or Officers will share equally any joint cost of the arbitration procedure, such as fees and expenses of the arbitration and other incidental and necessary expenses involved. Any other expenses shall be paid by the party incurring them.

The arbitrator shall not have the power or authority to accept or decide any grievance determining the removal, suspension or demotion of a civil service employee.

Section 3. Representation

Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Officers if the employee chooses; or the Officers may proceed on its own.

Article 14

Insurance

Section 1. Hospital and Medical

A. The Employer shall make available for each employee a health and medical insurance policy or policies whose benefits are comparable to, but not necessarily identical to the policy presently in existence.

The drug card co-pay is not included in deductibles nor out of pocket expenses funded through a third-party insurer.

B. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Officers. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable. In the event the carrier or the policy is changed, the Employer agrees that there shall be no lapse in coverage between the policies.

C. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy. If the carrier or the policy is changed, the employer agrees that there shall be no lapse in coverage for current employees.

D. An employee, including a probationary employee, may elect to cover the employee's family members in accordance with and to the extent provided under the terms of the policy.

Section 2. Life Insurance

Effective January 1, 2018, the Employer shall maintain a group term life insurance policy for each employee, in the amount of \$25,000.00 for each employee.

A. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of this policy. If the carrier or the policy is changed, the Employer agrees that there shall be no lapse in coverage for current employees.

B. The City shall pay a sum equal to the employee's base salary for the preceding contract year to the employee's designated beneficiary, if the employee is killed in the line of duty. The City shall be subrogated to the extent of any payments made hereunder or any other party or parties who caused the death of the decedent to the heirs or representative of the decedent.

Section 3. Payment of Premiums

Α.

Single Monthly	Family Monthly
101.84	179.16

It is agreed the employee's contribution will be \$101.84 per month for single coverage and \$179.16 per month for family coverage from July 1, 2025, to June 30, 2026. For each subsequent contract year, the City and the Employee will cost share, should the premium increase from the previous fiscal year. The Employee's monthly contribution rate, based on the coverage that they receive (single/family) will increase by a percentage that is 50% of any increase to the rate that the City receives. For clarification, if the annual City insurance premium increases 8%, the employee's monthly contribution rate will increase 4%, ie. If the family rate is \$179.16 per month, the new rate will increase by 4% to \$186.33.

If the City is notified by their insurance provider that their annual rate will increase by more than 10% both parties agree to re-open the contract to negotiate a contribution rate.

Section 4 - Vision and Dental Insurance:

Vision and dental insurance will be made available to the regular employees through a carrier or carriers of the Employer's sole choosing. Employees will pay 100 percent of the premiums and any administrative charges that are assessed to the Employer by the chosen carrier(s).

Article 15

Health and Safety – Vehicles, Uniforms and Equipment

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The Officers and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3. All motor vehicles and other equipment furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards.

Section 4. Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the Employer, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the Employer. No employee shall be

required to operate any vehicle, appliance or tool that is not in safe operating condition or is not equipped with the safety devices prescribed by applicable law.

Section 5. The Employer shall furnish to the employee any item needed in the line of duty, such as uniforms and related equipment, such as shirts, pants, footwear as approved by the Chief of police, ties, coats, gloves, rainwear, leather gear, collar bars, name bars and all related items. The Employer shall determine whether an employee needs any of these items. The Employers expenditure per contract year for any one officer shall be limited to \$450.00. The following items are excluded from that total but will be provided by the employer: body armor, hats, equipment for a new hire employee, and equipment damaged or destroyed in the line of duty.

Section 6. The Employer shall pay that portion of cost attributable to the safety aspect of prescription safety glasses.

Section 7. The Employer agrees to reimburse the employee for damages to the employee's personal property incurred in the line of duty. This section, however, is limited to the employee's personal property required to be carried or worn on duty such as, but not limited to, glasses or a watch. It does not include jewelry or other items which the employee may wish to wear but is not required to do so. Watch damage will not exceed thirty-five dollars (\$35.00). The employee shall be reimbursed after the employee notifies the Chief in writing of the time, place and circumstances of the damage and presents a receipt showing the amount of damages.

Section 8. The City of Oelwein and the Oelwein Police Department may conduct a physical fitness examination twice annually. Participation by all police officers shall be mandatory. The examination shall be set forth in the department policy manual.

On each regularly scheduled test date when an officer successfully passes with a score of good, for each of the required fitness tests (cardiorespiratory endurance (run), muscular endurance and flexibility, he/she will be rewarded by receiving an equal number of hours for 1/2 of their shift hours (4 or 5 depending on schedule worked) of straight time, compensatory time. When an officer successfully passes with a score of excellent, that officer will receive an equal number of hours for a full work shift (8 or 10 hours) of straight time, compensatory time. This reward will only be given if the officer passes each of the tests listed above on the regularly scheduled test dates. For purposes of defining the score standards, a score of good will be classified as someone receiving a score of 10% or higher than the minimum passing score. A score of excellent will be classified as someone receiving a score of 25% or higher than the minimum passing score. The minimum passing score standards will be set by the ILEA for initial hiring standards.

Officers who obtain a less than average classification shall be disciplined by the Chief of Police.

Section 9. The Employer will provide a single, couple or family membership, as appropriate, to the City operated Wellness Center; as long as the Employee actively participates on average of a weekly basis.

ARTICLE 16

Wages

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Section 3. All employees shall be paid every two weeks on Fridays.

Article 17

Shift Differential

Section 1. An Officer shall be entitled to receive shift differential compensation of thirty cents (\$0.30) per hour for duty performed between the hours of 6:00 P.M. and 8:00 A.M.

Section 2. Compensation due to an employee shall first be determined without reference to the shift differential, irrespective of whether these amounts due are due to regular duty time or overtime. Thereafter, an additional amount per hour worked shall be added, as indicated, for hours worked during the shifts as provided above.

Article 18

Miscellaneous

Section 1. Personnel records shall be maintained by the office of the City Administrator for each employee. A report of the employee's sick leave and vacation standing shall be made to them two (2) times a year. All step increases shall be based on seniority and raises shall be recorded as to their effective date with the hourly rate calculated and recorded in the employee's personnel file.

Section 2. Any employee who separates from service during the term hereof, shall be paid all accrued cash benefits provided for in this Agreement, including salary, overtime, holiday pay, shift differential, including unused personal days and unused earned vacation at the time of separation. Payment by the Employer of the amounts due to the employee shall be conditioned upon the employee's return of all property in his possession, and the Employer shall make deductions for any obligations owed by the employee to the Employer.

Article 19

General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference of any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable, and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining, and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Officers for the life of this Agreement each agrees that the other shall not be obligated to bargain collectively with respect to any subject

covered in this Agreement, or with respect any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. Any agreement between the Employer and the Officers to amend or modify any term or provision of this Agreement shall be in writing, shall be ratified in the same manner as this Agreement, and shall not become effective until ratified by each.

Section 5. The Employer shall not enter into an agreement with any individual employee which conflicts with the terms and provisions of this Agreement.

Section 6. In the event that any date for which any action must be taken, or notice must be given falls on a Saturday, Sunday, or legal holiday, said date shall be deemed to be the next following day, which is neither a Saturday, Sunday or legal holiday. For any date so determined the time within which to take the prescribed action shall be deemed to exist for the entire date of that date.

Section 7. Written Notices

A. All written notices required to be given by this Agreement shall be completed by presentation of the notice to the person designated by this agreement to be the person who must receive such notice, and if such person is not available such notice shall be presented to the superior of such person. Service to the City Council shall be accomplished by presentation of notice to the City Clerk.

B. Any person receiving written notice as set out above shall acknowledge receipt with his or her signature, shall indicate there on the date of receipt, and shall return to the person conveying the notice a copy of the written notice so signed and dated.

Section 8. The City of Oelwein may test any member(s) of the Oelwein Police Department, sworn and civilian, to determine the concentration of drugs or alcohol in their body. The testing would be done at the City of Oelwein expense. The City of Oelwein shall not request random drug or alcohol testing more than once per quarter.

Article 20

Effective Period

Section 1. This Agreement shall be effective July 1, 2025, thru June 30, 2028.

This Agreement shall be in full force and effect from July 1, 2025, to June 30, 2028, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify is served by either party by September 10th of the year in which the agreement begins.

RESOLUTION NO. ____-2024

A RESOLUTION TO ADOPT A CODE OF ETHICS FOR MEMBERS OF THE OELWEIN CITY COUNCIL

WHEREAS, the City Council, of the City of Oelwein Iowa deems it advisable to adopt a Code of Ethics for Members of the Oelwein City Council; and

WHEREAS, The citizens and businesses of Oelwein are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity.

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

Section 1. That the Code of Ethics set forth in Adde "A" attached hereto and made a part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 9th day of December, 2024.

Attest:

Brett DeVore, Mayor

	It was move	d by	and se	conded by _	that the
	Resolution a	s read be a	dopted, ar	nd upon roll	call there were:
		AYES	NAYS	ABSENT	ABSTAIN
Dylan Mulfinger, City Administrator	Ricchio				
	Weber				
	Lenz				
	Garrigus				
	Seeders				
	Payne				



Rules of Procedure for Conduct of City Council Meetings Oelwein, Iowa Adopted by City Council Resolution 5494-2023 Amended by Resolution XXXX-2024

- 1. Rules of Procedure
 - a. The Council shall determine the rules of its own proceedings by resolution, and the Clerk shall keep such rules on file for public inspection.
- 2. Quorum
 - a. Four (4) out of the total six (6) members of the city council constitute a quorum to do business. When there is no quorum, the Mayor, Mayor Pro Tem, or any other council member shall adjourn the meeting. If no Council Member is present, the City Administrator shall adjourn the meeting.
- 3. Agenda
 - a. All written petitions, communications, and other matters to be submitted to the city council for inclusion in the agenda packet for consideration at a scheduled regular, special or workshop meeting should be delivered to the City Administrator (or designee) no later than Noon on the Thursday preceding a scheduled Monday evening council meeting.
 - b. The City Administrator, in consultation with the Mayor will establish the agenda and the order of the agenda. Council members may request items on the agenda with support from an additional council member or the Mayor. Support from council members must be made in writing. These requirements are to ensure that council is working on policies that the council wants to address.
 - c. The City Administrator (or designee) shall compile the agenda, listing all matters to be considered by the Council according to the order of business, lettering and/or numbering each item consecutively. A copy of the agenda and packet will be posted online by Thursday at 5:00 PM. The agenda packet for any special or workshop council meeting shall be posted online no later than 24 hours prior to the scheduled meeting.
 - i. In the event of an issue posting the agenda the City Administrator will make note to the city council that the agenda will be posted no later than 5:00 PM on the Friday before the city council meeting.
 - d. It is strongly recommended that questions concerning the minutes of a meeting, itemized claims, an agenda item or any supporting documentation for an agenda item or items be submitted by phone, e-mail or in person to the City Administrator for research and/or explanation or correction prior to 12:00 PM (noon) on the day of the meeting. If such a question is posed to the City Administrator for the first time at the meeting of the Council at which such matter is being considered, it shall be appropriate for the Mayor, without further motion, to remove such item from the agenda and postpone consideration to a day certain to afford time for such research as may be necessary.
 - e. The city council shall have the authority to remove items from the agenda and change the order of items on the agenda.
 - i. Removing or reordering items on the agenda is completed by motion when the city council adopts the agenda.



- f. Although the City Administrator has been delegated considerable authority and responsibility for preparation of the final agenda, there are ample protections. The Mayor and City Attorney have been allocated a slot on the agenda for their respective communiques and can place what they want before the Council. Similarly, the individual Council members can always ask to have an item addressed under city council Updates.
- 4. Conduct of Meeting
 - a. Regular Scheduled Meeting.
 - i. Meeting Time. The council shall meet in regular sessions beginning at 6:00 PM, local time, on the second and fourth Monday of each month, except upon vote of the city council.
 - ii. Meeting Place. Meetings of the Council shall be held in the Council Chambers at City Hall, 20 2nd Ave SW, Oelwein, Fayette County, Iowa, unless otherwise posted and provided in the meeting notice. Attendance shall be limited to the posted seating capacity. While the Council is in session, members of the public shall not remain standing in the Council Chamber, except to address the Council at the request of the presiding officer. Sitting on the floor of the Council Chamber shall not be permitted.
 - iii. Meeting Notices. All meeting calls, notices and agendas shall be prepared and given in compliance with state statues, laws and local ordinances.
 - iv. Length of Meeting. The length of any meeting shall be limited to four hours. This limitation may be extended for any particular meeting by an affirmative vote of a minimum of four (4) council members to suspend the rules and extend the meeting by the time required.
- 5. The Agenda Order
 - a. Order of Business.
 - i. Call to Order.
 - ii. Pledge of Allegiance.
 - iii. Roll Call. (Rotating).
 - iv. Approval of Minutes.
 - v. Adopt Agenda: Once adopted by the Council, the business of the meeting will follow the printed agenda and all matters will be addressed in the order presented on the agenda, as amended. After the agenda has been adopted, the agenda cannot be changed except by majority vote of the Council.
 - vi. Citizen Comments: See the city's Public Comment Policy
 - vii. Consent Agenda: The consent agenda shall consist of administrative, routine or non-controversial matters that shall appear on the prepared agenda as such. The items comprising the consent agenda shall be furnished to each council member, Mayor, City Administrator and City Attorney and will not be considered individually and shall be adopted on one motion. The Mayor or any individual Council member may request to remove any item from the consent agenda to be considered and acted upon separately as an individual agenda item.
 - viii. Public Hearings: Interested persons or their authorized representatives may address the Council regarding public hearing matters under consideration. The Mayor opens and closes public hearings. No formal resolution or motion is

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needed to open and close a public hearing unless required by the public hearing. Once the public hearing is closed, further discussion from the public on the matter will be denied, except upon the request of a Council Member through the presiding officer.

- ix. Ordinances. An Ordinance requiring a public hearing shall be considered immediately following the public hearing and shall be given priority on the agenda. Members of the public are invited to participate in the public hearing on the same terms and conditions applicable to "Citizen Comments". Ordinance shall be voted on by roll call which shall be reported on the face of said Ordinance.
 - 1. All ordinances require four votes of council regardless of the quorum present.
 - 2. All tied ordinances fail and cannot be broken by the mayor.
- x. Resolutions. A Resolution requiring a public hearing shall be considered immediately following the public hearing and shall be given priority on the agenda. Members of the public are invited to participate in the public hearing on the same terms and conditions applicable to "Citizen Comments". A Resolution that pertains directly to another item of business may be placed in proximity with said agenda item(s). Resolutions shall be voted on by roll call which shall be reported on the face of said Resolution.
 - 1. All resolutions require four votes of council regardless of the quorum present.
 - 2. All tied resolutions fail and cannot be broken by the mayor.
- xi. Motions. Items on the agenda may only require a simple motion. Once discussion of the item is ended, the Mayor will call for a motion and a second. A vote shall be taken after the motions affirming the direction of council.
 - 1. A tied motion can be broken by the Mayor if the motion does not lead to a resolution or ordinance.
- xii. Committee Reports
- xiii. City Council Updates
- xiv. Mayor's Report
- xv. City Attorney Report
- xvi. City Administrator's Report
- xvii. Executive Session
- xviii. Public Action on Executive Session
- xix. Adjournment
- 6. Mayor and Council Meeting Conduct
 - a. Elected officials should come to each meeting having read the agenda packet and asked all questions to the City Administrator before the meeting.
 - b. Council members should remain calm and collective during the meetings. Disagreements will happen and all elected officials should remain professional.
 - c. While passion is allowed in meetings, that passion should never spill into name calling, yelling, or harassment of fellow elected officials or staff.
 - d. Any elected official that raises their voice to a fellow elected official or city staff member should excuse themselves from the meeting for the remainder of the night.



- e. Elected Officials should refrain from coming with a hidden agenda creating moments intended to embarrass or catch fellow elected officials or city staff off guard. Elected officials should provide their information to fellow elected officials and staff before an item is discussed.
- f. Elected Officials and staff are on the same team and meetings should be conducted as such.
- g. Mayor and Council are policy makers for the city. Elected officials should not act in an administrative role and should provide high level leadership for the community.
- 7. Meeting Items
 - a. The City Administrator and Mayor shall have the authority to vary the Agenda and recommended schedule to expedite the conduct of business or accommodate persons doing business under consideration of the Council.
 - b. The city council can delete and change order of Agenda.
 - c. Method of keeping minutes. The minutes of the Council shall be prepared at the direction of the City Administrator and shall be recorded in a book kept for that purpose, with a record of each particular type of business transacted by the Council set off in paragraphs with subheadings. The minutes must contain only a record of such business as was actually passed upon by a vote of the Council and shall not be required to contain a verbatim transcript of the proceedings. A record shall be made of the names of persons addressing the Council, the title of the subject to which their remarks relate and whether they spoke in support of or in opposition to such matter.
 - d. Remarks of Council. A Council Member may request, through the presiding officer, the privilege of having an abstract of that member's statements on any subject under consideration by the Council entered in the minutes. If the Council consents, such statements shall be entered in the minutes.
 - e. Delivery of minutes. The City Administrator (or designee) shall cause a copy of the minutes to be forwarded to the Mayor and each Council Member and department head, typically delivered with the agenda packet for the next regular meeting.
 - f. Approve Minutes. The minutes of the preceding council meeting may be approved without being read aloud, provided that the City Administrator has previously furnished each member of the Council with a copy of the minutes and that a majority of the Council has not requested such a reading.
 - g. Correction of Minutes. When a Council Member wishes to correct the minutes, that Council Member should contact the City Administrator in advance of the meeting with the correction. The City Administrator will then verify the correction by listening to that meeting's audio recording. Upon verification of an error in the minutes, the City Administrator will provide the corrections to the Council in advance of the meeting, immediately prior to the meeting or during the meeting. If time constraints prevent this procedure, the Council should continue the approval, of the minutes to the next meeting, and direct the City Administrator to verify the error.
 - h. Ordinances and Resolutions. All ordinances shall be prepared or reviewed by the City Attorney. Ordinances and resolutions shall be prepared for presentation to the city council upon the request of the Mayor, any Council Member, the City Administrator, or through the initiative of the City Attorney. As time allows, the City Attorney may assist



individual Council Members in the preparation of ordinances for future Council consideration. All ordinances, resolutions, and contract documents to be presented to the Council shall first be approved as to form and legality by the City Attorney or an authorized representative. When substantive matters of administration are involved, the ordinance, resolution, or contract shall also be examined for administration by the City Administrator, the head of the affected department, or an authorized representative of the City Administrator.

- i. In the event of a tie on an ordinance, the ordinance dies. The failed ordinance can only be brought back by two members of the dissenting vote. A failed ordinance may be reconsidered after January following a regular city election.
- ii. In the event of a tie on a resolution, the resolution dies. The failed resolution can only be brought back by two members of the dissenting vote. A failed resolution may be reconsidered after January following a regular city election.
- i. Closed Sessions. A closed session may be held only by an affirmative vote of a minimum of four (4) members of the entire city council. The city council may hold a closed session only to the extent a closed session is necessary and for the discussion of any statutorily authorized purpose as referenced in the Code of Iowa § 20.17; 2 1.5; 21.9 or other authority of the Iowa Open Meetings law, State Stature or Law. The vote of each member on the question of holding the closed session and the reason for holding the closed session shall be announced publicly at the open session and entered into the minutes. Final action on any matter will be taken in open session. The detailed minutes and audio recording of a closed session shall be sealed and shall not be open to public inspection. However, upon order of the court in an action to enforce this chapter, the detailed minutes and audio recording shall be unsealed and examined by the court on camera. The court shall then determine what part, if any, of the minutes should be disclosed to the party seeking enforcement of this chapter for use in that enforcement proceeding. In determining whether any portion of the minutes or audio recording shall be disclosed to such a party for this purpose, the court shall weigh the prejudicial effects to the public interest of the disclosure of any portion of the minutes or audio recording in question, against its probative value as evidence in an enforcement proceeding. After such a determination, the court may permit inspection and use of all or portions of the detailed minutes and audio recording by the party seeking enforcement of this chapter. A governmental body shall keep the detailed minutes and audio recording of any closed session for a period of at least one year from the date of that meeting, or for as long as the matter is in litigation proceedings.
- j. Handling Requests during Meetings: The Council has limited authority to act on a Citizen's request that arises during a meeting. The Council is permitted to:
 - i. Give administrative direction to the City Administrator to pursue a resolution of the matter and to report back at a subsequent meeting of the Council
 - ii. Defer official action with instructions that the matter be included for action on a subsequent Agenda of the Council.
 - Waive the rules and amend the Agenda for official Council action. This shall only be appropriate in circumstances which the Council deems to be an emergency. This process shall be guided by the City Attorney.



- k. In the event of a no vote on an item that council had previously voted in favor for, or provided direction to the City Administrator to commence work on, the city council should take a moment to provide direction to the City Administrator. Ordinances, Resolutions, or motions that are voted no should come with an explanation from city council and provide direction the City Administrator. This ensures the city is moving forward and that progress can be made. Providing direction to the City Administrator ensures no questions will continue to linger after a meeting.
- 8. Special Meetings.
 - a. Special Meetings of the Council may be held at any time, upon request of the Mayor or written petition of at least four Council members. Notice of Special meetings must comply with state law and shall be sent to each member of the Council and Mayor. Special Meetings required to meet a need of a private person or entity shall be required to advance a fee set by annual Resolution of the Council.
- 9. Workshop Meetings.
 - a. The Council may conduct workshop meetings or study sessions on matters which are expected to come before the Council for formal action at a regular meeting or otherwise need study by the Council. Items to be considered will be placed on an agenda as required by the open meetings statutes.
 - b. At workshop meetings the Council will receive information and presentation of issues from the City Administrator and City staff. The city council may ask questions and may request that certain information be provided, or issues be addressed when items are considered further at another workshop meeting or a regular meeting of the Council. Council may direct that matters under consideration be brought forward for formal action at a regular meeting, that further study be conducted if appropriate, that matters under consideration not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.
 - c. Final action on items is not taken during workshops or study sessions. No formal vote of the Council in favor or against any workshop or study session agenda item may be taken. The city council should provide direction to the City Administrator to place items on the next city council meeting agenda.
 - d. Workshops are not public hearings. On public hearing items, public testimony will be taken before Council action on the item at a regular meeting. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or a study session. Questions may be directed by the Council to a member of the public or another interested party or, in appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an agenda item or a particular question related to an agenda item. The Mayor may limit or end the time for such response to questions or presentation.
- 10. Electronic Meetings.
 - a. A governmental body may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical and only if the governmental body complies with all of the following:
 - b. The governmental body provides public access to the conversation of the meeting to the extent reasonably possible.



- c. The governmental body complies with §2 1.4. For the purpose of this paragraph, the place of the meeting is the place from which the communication originates or where public access is provided to the conversation.
- d. Minutes are kept of the meeting. The minutes shall include a statement explaining why a meeting in person was impossible or impractical.
- e. A meeting conducted in compliance with this section shall not be considered in violation of this chapter.
- f. A meeting by electronic means may be conducted without complying with paragraph D(1), above, if conducted in accordance with all of the requirements for a closed session contained in §21.5.
- 11. Committee Meetings.
 - a. Subject to approval of the Council, the Mayor may appoint special advisory or ad hoc committees consisting of Council Members, City staff and/or private citizens, as deemed desirable and necessary to assist and advise the city council in its work.
 - b. Committee meetings shall comply with all Notice and Open meeting requirements in compliance with State Statute, laws and Local Ordinance. All city council members, the Mayor, City Administrator and City Attorney are welcome to attend any Committee meeting, and notice of all Committee meetings will be provided to each Council member, the Mayor and posted for the public.
 - c. Committees shall report, in writing, to the Council as the full Council requests. All Committee recommendations, decisions or proposed action shall be subject to final approval and adoption of appropriate motion, Resolution or Ordinance in formal meeting of the Council as a whole. Committee reports and recommendations shall be approved by a majority of the Committee for presentation to the Council as a whole, although a minority report and recommendation may also be made and considered in the course of the Council's regular deliberations.
 - d. All Council Committees shall be comprised of three members unless the full Council specifies. The Committee shall select a Chair unless the Chair is designated by the full Council. The Mayor may take part in discussion during Council Committee meetings.
- 12. Mayor Duties of Presiding Officer
 - a. The Mayor (or in the Mayor's absence, the Mayor Pro Tem) shall be the presiding officer of the Council. In the absence of the Mayor and the Mayor Pro Tem, the City Administrator shall call the city council meeting to order, whereupon a temporary presiding officer shall be elected by the members of the Council who are present. Upon the arrival of the Mayor or the Mayor Pro Tem, the temporary presiding officer shall relinquish the chair upon the conclusion of the matter of business before the Council. The presiding officer shall preserve strict order and decorum at all meetings of the Council, announce the Council's decisions on all subjects, and decide all questions of order. If there is an appeal to a decision of the presiding officer, the Council as a whole shall decide the question by majority vote.
 - b. The Mayor, as presiding officer, may debate, but may not make a motion.
 - c. The principal functions of the Mayor during sessions of the Council are:
 - i. Call the meeting to Order.
 - ii. Announce the Order of business as provided in the Agenda.



- iii. State motions "on the table".
- iv. Put motions to a vote, when appropriate, and announce the result of all votes.
- v. Prevent irrelevant or frivolous debate or discussion.
- vi. Maintain order and decorum.
- vii. Vote to break tie votes of the Council on motions that will not ultimately require an Ordinance or Resolution as final action.
- viii. Otherwise enforce the Council's rules and appropriate parliamentary procedures.
- d. The Mayor Pro Tem, as presiding officer, may debate, vote as a regular Council Member and retains all of the powers as a Council Member. The presiding officer is subject to the limitations of debate that are imposed on all Council Members.
- e. In the absence of the Mayor or Mayor Pro Tem, the City Administrator shall call the meeting to Order and a temporary presiding officer shall then be selected by the Council Members present.
- f. Subject to approval of the Council, the Mayor may appoint special advisory or ad hoc committees consisting of Council Members, City staff and /or private citizens, as deemed desirable and necessary to assist and advise the Council in its work.
- g. Should a meeting approach the 10:00 PM hour, the Mayor shall call for a vote to continue the meeting.
- 13. Council Members
 - a. Every Council Member desiring to speak shall address the presiding officer, and upon recognition by the presiding officer, shall confine comments to the question under debate. A Council Member, once recognized, shall not be interrupted except according to rules of parliamentary procedure (e.g., for a point of order, parliamentary inquiry, question of privilege or appeal of presiding officer's procedural ruling).
 - b. Procedure For Council Action. All Council Members shall vote when called upon to do so by the presiding officer. The results of the vote shall then be in the Council Chambers and the results of the vote read aloud by the City Administrator or designee. A roll call vote will be taken of all Council Members' votes on Ordinances or Resolutions. All ordinances, resolutions and other matters or subjects requiring action by the Council must be introduced and sponsored by a Council Member, by motion duly made and seconded. Council may chose to debate before a motion is made after the item is introduced by the Mayor. After the vote has been called, there will be no further discussion or debate, except that members of the Council may be permitted by the presiding officer to explain their votes. All ordinances may be introduced and passed by reading the title only. Ordinances shall be read in full only when requested by a majority of the Council.
 - c. Disqualification / Abstentions. All members present at any meeting may disqualify themselves or abstain from voting, in which case the disqualification shall be publicly declared and a record made thereof. The City Attorney is available to help Council Members decide if they should declare a disqualification on any issue. In these or other instances Council Members may choose to use the phrase, "....to avoid the appearance of impropriety."



- d. Vote Required. (Reference Code of Iowa §380.4) A city council shall exercise a power only by the passage of a motion, a resolution, an amendment, or an ordinance. (Code of Iowa §364.3).
 - i. Failure to provide an audible vote on an issue will be considered a no vote and will be reflected in the minutes as a no vote.
- e. Ordinances, Amendments and Resolutions. Passage of an ordinance, amendment, or resolution requires a majority vote of all of the members of the Council unless otherwise required by statute (i.e., passage of a Resolution of Necessity in final form). A proposed ordinance or amendment must be considered and voted on for passage at two council meetings prior to the meeting at which it is to be finally passed, unless this requirement is suspended by a vote of not less than three-fourths of all the members of the Council. If a proposed ordinance, amendment or resolution fails to receive sufficient votes for passage at any consideration, the proposed ordinance, amendment or resolution shall be considered defeated (Code of Iowa §3 80.3). If the rules requiring three separate readings is suspended and the proposed ordinance fails to pass by the required three-fourths vote, the proposed ordinance will be placed on the agenda for the next regular meeting of the Council.
- f. Motions. Passage of a motion requires a majority vote of a quorum of the Council. NOTE: The Mayor may cast a vote to break a tie vote of the Council on a motion that does not ultimately require an Ordinance or Resolution for final action. Mayor may not cast a vote on any Ordinance or Resolution.
- g. NOTE: Pursuant to Code of Iowa §380.4, "all of the members of the Council" refers to all of the seats of the Council including a vacant seat and a seat where the member is absent, but does not include a seat where the Council Member declines (abstains) to vote by reason of a conflict of interest. A conflict of interest is defined as "a direct relationship or pecuniary interest in a matter." However, if a Council Member declines (abstains) to vote for any other reason, that Council Member's seat will be included in "all of the members of the Council."
- h. Council compensation:
 - i. Members of the Council shall be paid Fifty and No/00 dollars (\$50.00) for each Regular, Special or Committee meetings. (See Oelwein Code of Ord. 3-32)
- 14. City Administrator
 - a. The City Administrator is the chief administrative officer for the city and oversees the dayto-day operations of the city. The City Administrator is responsible for the implementation of all policy decisions of the city council and the enforcement of all city ordinances. The City Administrator appoints, with the approval of the Council, and directly supervises the directors of the city's operating departments and City Hall. The City Administrator oversees the administration of all city contracts, execution of all public improvements, and the construction, improvement and maintenance of all city properties and facilities. The City Administrator shall prepare the annual budget and submit the budget to the Council for consideration and approval consistent with State law, and presents recommendations and programs to the city council. The City Administrator is responsible for compliance with employment laws and regulations, coordinates the application process for all staff positions on behalf of the City, and maintains information



on Civil Service requirements, employment contracts, compensation and city employee benefits, including health insurance, vacation and sick leave

- 15. Declaration of Policy:
 - a. The city council shall select a City Administrator and shall evaluate the performance of the City Administrator on a routine basis. The City Administrator shall work with, coordinate, and supervise the various department heads who have the knowledge, ability and expertise to govern their respective departments, including day-to-day operations, personnel supervision, assignments and expenditures within the limitations of these rules.
 - b. Except for the purpose of inquiry, members of the Council shall deal with the various departments of the city through the City Administrator.
- 16. City Attorney/Legal
- 17. The City Attorney is the chief legal officer of the city, representing the city and its boards, committees, and commissions in legal matters. The City Attorney reviews as needed all proposed ordinances, resolutions, contracts, and other legal documents. The City Attorney represents the city in litigation, advises and prepares legal opinions and prosecutes violations of city ordinances.
- 18. Decorum During Council Meetings Addressing Council Public
- a. See the city's Public Comment Policy
- 19. Council Procedures and Motions
 - a. Motions.
 - i. Motions are the vehicles for decision-making. It is usually best to have a motion before the Council prior to discussing an agenda item in order to help the members focus on the issue before them. Motions are made in a simple two-step process. First, the Mayor recognizes the member. Second, the member makes a motion by preceding his or her desired approach with the words: "I move" A typical motion might be: "I move that we give ten days' notice in the future for all our meetings."
 - ii. Any motion made by a member must be seconded by another member. Otherwise the motion fails.
 - iii. When no motion is provided, the item fails for lack of motion.
 - b. The Mayor may initiate the motion by:
 - i. Inviting the members to make a motion: "A motion at this time would be in order."
 - ii. Suggesting a motion to the members: "A motion would be in order that we give ten days' notice in the future for all our meetings."
 - c. Four Basic Motions.
 - i. The basic motion. The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan the annual fundraiser."
 - ii. The motion to amend. If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a ten-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.



- iii. The substitute motion. If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."
- iv. The motion to table. The motion may contain a specific time at which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to bring the item back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.
 - Motions to amend and substitute motions are often confused. A motion to amend seeks to retain the basic motion on the floor but to modify it in some way. A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it. The decision as to whether a motion is really a motion to amend or a substitute motion is left to the Mayor. If a member makes what that member calls a motion to amend, but the Mayor determines it is really a substitute motion, the Mayor's designation governs.
- d. Multiple Motions. Up to three motions may be on the floor simultaneously. The Mayor may reject a fourth motion until the three that are on the floor have been resolved.
 - i. When two or three motions are on the floor (after motions and seconds) at the same time, the first vote should be on the last motion made. For example, assume the first motion is a basic motion to have a five-member committee to plan the annual fundraiser. During the discussion of this motion, a member might make a second motion to amend the main motion to have a ten-member committee, not a five-member committee, to plan the annual fund raiser. And perhaps, during that discussion, a member makes yet a third motion as a substitute motion that we not have an annual fund raiser this year.
 - 1. The proper procedure would be as follows.
 - 2. The Mayor would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken on the third motion. If the substitute motion passes, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions.
 - 3. If, however, the substitute motion (the third motion) failed, the Mayor would proceed to consideration of the second (now the last) motion on the floor.
 - 4. Finally, the Mayor would deal with the first motion that was placed on the floor. The original motion would either be in its original format (fivemember committee) or, if amended, would be in its amended format (ten member committee), and the question on time floor for discussion and



decision would be whether a committee should plan the annual fund raiser.

- e. Debate. The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Mayor that it is time to move on and take action.
 - i. There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the city council to move on. The following motions are not debatable, so when the following motions are made and seconded, the Mayor should immediately call for a vote of the Council without debate on the motion:
 - 1. Motion to Adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
 - 2. Motion to Recess. This motion, if passed, requires the body to immediately take a recess. Normally, the Mayor determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.
 - 3. Motion to Fix the Time to Adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.
 - 4. Motion to Limit Debate. The most common form of this motion is to say: "I move the previous question," or "I move the question," or "I call for the question." When a member of the body makes such a motion, the member is really saying, "I've had enough debate. Let's get on with the vote." When such a motion is made, the Mayor should ask for a second to the motion. If a second is received, the Mayor should stop debate and the members should vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to fifteen minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a motion to object to consideration of an item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.
- f. Majority and Super-Majority Votes. In addition to the specific rules for passage of motions, resolutions, and ordinances as set by State law, there are procedural exceptions to the rule of passage by a simple majority. The exceptions occur when the Council is taking an action that effectively cuts off the ability of a minority opinion to take an action or discuss an item. Although these extraordinary motions require a two-thirds majority (a super-majority) to pass, the uniqueness of this requirement is minimized by the fact that the City of Oelwein is largely governed by a Council of six members. This form of



government requires a minimum of four (4) votes to adopt any Ordinance or Resolution and this results in no practical distinction between a majority vote of four (4) voters or a 2/3rd Super Majority vote which also requires a minimum of four (4) votes. The limited situation when this distinction actually makes a difference is when the vote is taken on a motion as follows:

- Motion to Limit Debate. Whether a member says. "I move the previous question," "I move the question," "I call for the question," or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a minimum of four (4) Council votes to pass.
- ii. Motion to Object to the Consideration of a Question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of the Council do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable and requires a minimum of four (4) Council votes to pass.
- iii. Motion to Suspend the Rules. This motion is debatable but requires a minimum of four (4) Council votes to pass. This motion allows the Council to suspend its own rules for a particular purpose.
- iv. Motion to Reconsider. There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made. A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.
 - 1. First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider at the same meeting can be made at any time before adjournment. A motion to reconsider made at a later time is untimely.
 - 2. Second. a motion to reconsider may be made only by certain members of the Council. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the Council may second the motion). If a member who voted in the minority seeks to make the motion to reconsider ,it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the Council again and again, which would defeat the purpose of finality.
 - 3. If the motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.
 - 4. Once a matter has been duly reconsidered, no further motion to reconsider the issue can or shall be made (without the unanimous consent of the Council).



- g. Limiting Debate And Discussion.
 - i. Debate and discussion should be focused, but free and open. At the same time, the Mayor may limit the time allotted to speakers, including members of the Council, in the interest of efficiently and effectively using time.
- h. Generally, a Council member will not be interrupted by other council members but may be under the following circumstances:
 - i. Privilege. The proper interruption would be: "Point of privilege." The Mayor would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.
 - ii. Order. The proper interruption would be, 'Point of order." Again, the Mayor would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting, for example, if the Mayor moved to a vote on a motion that permits debate without allowing that discussion or debate.
 - iii. Appeal. If the Mayor makes a ruling with which a member of the Council disagrees, that member may appeal the ruling of the Mayor to the parliamentarian.
 - iv. Call for Orders of the Day. This is simply another way of saying, "Let's return to the agenda" If a member believes that the Council has drifted from the agenda, such a call may be made. It does not require a vote, and when the Mayor discovers that the agenda has not been followed, the Mayor simply reminds the Council to return to the agenda item properly before them.
 - v. Withdraw a Motion. During debate and discussion of a motion, the maker of the motion on the floor may, at any time, interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Mayor may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make them notion if properly
- i. Table A Motion.
 - i. The council meeting agenda is generally modified during a council meeting when voting on the "Agenda Approval." A motion to table an agenda item during a council meeting can only be used for a reason of urgency such as a Council Member or public participant arriving late or needing to leave early and requesting an item be moved forward. A motion to table, for a reason of urgency, will only bring forward the next agenda item. If more than one item needs to be tabled before reaching the item in question, a motion to table several items at once could be made (i.e., "I move to table Items 8 through 15 in order to proceed with Item 16."). A motion to table requires a second, is not debatable (the chair may ask the maker of the motion to state their reason for tabling the motion), is not amendable, requires a majority vote for passage and, if adopted, cannot be reconsidered. The tabled item(s) may then be taken from the table by motion, second, and a majority vote as soon as the interrupting issue is disposed of. A



motion to table should not be used to postpone an agenda item, to limit public debate, or to suppress a minority of the Council.

- ii. Items or motions that have been tabled, placed in the care of the City Administrator or Clerk, are not automatically placed on the agenda for the next meeting. If not taken from the table in the meeting at which tabled, there will be a notation made in the meeting's minutes that the item(s) or motion(s) have been tabled. Council members interested in taking action on a tabled item or motion from the previous meeting must request that the item or motion be placed on the next council agenda.
- iii. If a Council Member wishes to take action on a tabled item or motion during the meeting at which the item or motion had been tabled, the Council Member must bring back the item or motion by moving to "take (the item or motion) from the table." The motion to "take from the table" needs a second, is not debatable and requires a majority vote. If an item or motion is not taken from the table during the meeting at which it was tabled or by the close of the next regularly scheduled council meeting, the item or motion dies.
- iv. Motion to Postpone. Postponing an item or a motion to a specific date and time ensures that the item or motion will be on the agenda at the adopted date and time. Any item or motion which is to be considered at the next meeting should be postponed to that meeting rather than tabled.
- j. Robert's Rules of Order, 11th Edition, are adopted to supplement these Rules, where not in conflict.

20. Miscellaneous

- a. Conflicts of Interest:
 - i. In the event that a member of the Council determines that the member has a direct, definite (demonstrable) conflict of interest regarding an issue before the Council, then that conflict should be clearly stated at the beginning of Council deliberations.
 - 1. Deliberations: Having a conflict of interest may or may not prevent the Council member from expressing an opinion on the matter under consideration largely determined by that individual Council member's personal judgment.
 - 2. Vote Prohibited: Having a conflict of interest, however, prohibits the conflicted Council member voting on the issue with legal consequences for a violation.
 - ii. What constitutes a "conflict of interest" is often misunderstood and misstated. Obviously, elected officials are frequently motivated to seek office by virtue of their personal contact with government and an interest in what develops thereafter. The mere fact that a Council members life may be affected by a decision or vote does not equate to a conflict of interest. To constitute a "conflict of interest" something must be involved that is direct, definite and capable of demonstration, it cannot be simply a remote possibility.



- iii. A city officer or employee shall not have an interest, direct or indirect, in any contract for work or material or the profit thereof or services to be furnished or performed (with exceptions) pursuant to Iowa Code 362.5.
- iv. NOTE: Major exception- Contracts made by a City, upon competitive bid, publicly invited and opened; Iowa Code 362.5(4)
- v. What constitutes a "conflict of interest" is the frequent subject of litigation and legal opinion. What constitutes a conflict of interest can only be determined by critically applying the law to the unique circumstances presented. A city official or employee presented with a potential question regarding a conflict of interest is instructed to contact the City Attorney. It is the duty of the elected official to state their conflict of interest. City council governs themselves and therefore must hold each other accountable.
- b. Gifts
 - i. The State of Iowa has established laws concerning gifts to public officials, which includes elected officials, employees, persons appointed to local boards, committees and commissions (excepting purely advisory). The official definition of a "gift" is "Anything of value given by a person, doing, or seeking to do business with a public agency, within the donee's (recipient's) jurisdiction."
 - ii. Iowa law bans all gifts received from a person who might benefit, except gifts of food or drink having a value of \$2.99 or less per calendar day.
 - iii. A city official or employee presented with a question regarding a potential receipt of a gift, is instructed to contact the City Attorney.
- c. Processing Council Mail
 - i. The Mayor (or designee) is authorized to receive and review all mail generally addressed to the city council. All correspondence not requiring the city council's action will be acted upon between council meetings and referred to city staff if appropriate. Action taken on these communications will later be reported to the city council.
- d. Interpretation of the Rules of Procedure
 - i. The City Attorney shall be considered the final authority on any questions regarding the application or interpretation of the rules and procedures. In the absence of the City Attorney, the City Administrator shall be considered the final authority on the rules of procedure for the conduct of city council business.
- e. Preparation and Staff Approval of Ordinances, Resolutions and Contract Documents
 - i. All Ordinances shall be prepared or reviewed by the City Attorney as needed. Ordinances shall be prepared for presentation to the city council only if ordered by majority vote of the city council, requested by the City Administrator, or prepared on the City Attorney's own initiative. As time allows, the City Attorney may assist individual council members in preparation of Ordinances for future city council consideration.
 - ii. The City Attorney review as needed all Ordinances, Resolutions and contract documents to be presented the Council as to form and legality. When substantive matters of administration are involved, the City Administrator and the head of



the affected Department shall also examine the Ordinance, Resolution, or contract.

- 21. Amendment Repeal
 - a. These Rules may be amended, repealed, modified or temporarily suspended by a minimum for (4) votes of the Council.



Addendum "A" CODE OF ETHICS FOR MEMBERS OF THE OELWEIN CITY COUNCIL

Preamble

The citizens and businesses of Oelwein are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Oelwein's Commitment to Excellence, the effective functioning of democratic government therefore requires that: Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and fair in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Oelwein City Council has adopted a Code of Ethics for members of the City Council to assure public confidence in the integrity of local government and its effective and fair operation.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Oelwein and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Oelwein City Council.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of Iowa and the City of Oelwein in the performance of their public duties. These laws include, but are not limited to: the United States and Iowa constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.



6. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

In accordance with the law, no member shall participate in the disposition of any matter in which he or she is interested. For purposes of this section "interested" includes any direct or indirect financial or personal interest held by a member or member of his/her family. Before any matter is heard, a member having an interest shall state it and withdraw from participation, or he/she may disclose the facts involved and request a determination by the Council of whether a conflict of interest exists. Any question of the existence or non-existence of a conflict of interest sufficient to disqualify a member from participating in the disposition of any matter shall be decided by a majority vote of the other members of the Council. In case of a tie, the member shall be disqualified.

7. Gifts and Favors

Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits, which might compromise their independence of judgment or action or give the appearance of being compromised.

8. Confidential Information

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

9. Use of Public Resources

Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

10. Representation of Private Interests

In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City.

11. Advocacy

Members shall represent the official policies or positions of the City Council to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Oelwein, nor will they allow the inference that they do.



12. Policy Role of Members

Members shall respect and adhere to the mayor-council structure of Oelwein city government as outlined by the Chapter 372.4 of Iowa Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. The City Administrator/Clerk shall be directly responsible to the Council for the administration of municipal affairs as directed by that body. All departmental activity requiring the attention of the council shall be brought before the body by the Administrator/Clerk and all Council involvement in administration initiated by the Council must be coordinated through the Administrator/Clerk.

13. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

14. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

15. Implementation

As an expression of the standards of conduct for members expected by the City, the Oelwein Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Oelwein code of ethics. In addition, the Code of Ethics shall be annually reviewed by the City Council and the City Council shall update it as necessary.

16. Compliance and Enforcement

The Oelwein Code of Ethics expresses standards of ethical conduct expected for members of the Oelwein City Council. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

City Council members who intentionally and repeatedly do not follow proper ethical standards may be reprimanded or formally censured by the Council. It is the responsibility of the Council to initiate action if a Council member's behavior may warrant censure. Council members should point out to the offending Council member infractions of the Code of Ethics or Code of Conduct.

If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Mayor Pro-Tem. It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant censure.

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If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Ethics or Code of Conduct is outside of the observed behaviors by the Mayor or Council members, the alleged violation should be referred to the Mayor. The Mayor should ask the City Administrator and/or the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to discussing and counseling the individual on the violations or recommending censure to the full Council to consider in a public meeting.

A violation of this Code of Ethics shall not be considered a basis for challenging the validity of a Council decision.



Model of Excellence Oelwein City Council MEMBER STATEMENT

As a member of the Oelwein City Council, I agree to uphold the Code of Ethics and the Code of Conduct for elected and appointed officials adopted by the City and conduct myself by the following model of excellence. I will:

Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;

Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness and respect for others; Respect the dignity and privacy of individuals and organizations;

Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

Avoid and discourage conduct, which is divisive or harmful to the best interests of Oelwein; Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the City of Oelwein Code of Ethics and the City of Oelwein Code of Conduct.

Signature

Date

Printed Name

RESOLUTION NO. ____-2024

RESOLUTION TO APPROVING TASK ORDER NO. 2 WITH ORIGIN DESIGN FOR THE DESIGN OF 10TH ST BRIDGE IN THE AMOUNT OF \$255,000.00

WHEREAS, the 10th street bridge had been in need of repairs; and

WHEREAS, Origin Design and the City of Oelwein have a good working relationship; and

WHEREAS, Origin Design will be the engineer and administrator for the project; and

WHEREAS, this task order is for design services in the amount of \$255,000.00 project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves Task Order No. 2 with Origin Design for the design of 10th Street Bridge in the amount of \$255,000.00.

Passed and approved this 9th day of December, 2024.

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 Lenz Garrigus Seeders Payne

Attest:

Dylan Mulfinger, City Administrator

Recorded December 10, 2024.

TASK ORDER NO. 2

This is Task Order No. 2, consisting of 7 pages.

Origin Design Project No. 23036

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated March 26, 2024, Owner and Engineer agree as follows:

a.	Effective Date of Task Order:	
b.	Owner:	City of Oelwein
C.	Engineer:	Origin Design Co.
d.	Specific Project (title)	10 th Street Bridge Replacement
e.	Specific Project (description):	Construction of a new structure over Otter Creek on 10 th St. SW.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	Task Order 1

1. TASK ORDER DATA

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

The Owner has obtained \$1,500,000 in urban bridge funding from the Iowa Department of Transportation (Iowa DOT) which can be utilized for the construction of a new structure over Otter Creek on 10th St. SW. Bidding documents have been submitted to the Iowa DOT and bidding is scheduled for March 18, 2025. This task order addresses the services required in accordance with Iowa DOT local systems instructional memorandum Chapter 6, Construction. Construction is anticipated to occur in 2025 following the Iowa DOT bid letting on March 18, 2025.

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3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
 Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions such as additional depth of borings for the geotechnical evaluation are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required documents and taking other related actions, Engineer and Owner will comply with Iowa DOT Instructional Memorandum for Local Systems associated with construction engineering for federal funding (Chapter 6).

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:
 - i. Utilize Iowa DOT Doc Express program for communications and approvals required by the Iowa DOT.

6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: "Not Applicable"

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation	
1. Services During Construction	\$255,000.00	Standard Hourly Rates plus reimbursable expenses	

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8. EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order-Engineer's Services Under Task Order

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:	ENGINEER:
Ву:	Ву:
Print Name: Brett DeVore	Print Name: Lauren Ray, PE, SE
Title: City of Oelwein Mayor	Title: Vice President/Secretary
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Dylan Mulfinger	Name: Courtney Wand, PE, SE
Title: City Administrator	Title: Structural Engineer

Address:	20 2nd Avenue SW, Oelwein IA 50662	Address:	137 Main St., Ste. 100, Dubuque, IA 52001
E-Mail Address:	dmulfinger@cityofoelwein.org	E-Mail Address:	Courtney.wand@origindesign.com
Phone:	319-283-5440	Phone:	563-556-2464
Date:	December 9th, 2024	Date:	

EXHIBITS TO TASK ORDER 2 CITY OF OELWEIN, IOWA

TABLE OF CONTENTS

EXHIBIT A-ENGINEER'S SERVICES UNDER TASK ORDER

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EXHIBIT A-ENGINEER'S SERVICES UNDER TASK ORDER 2

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES – SERVICES DURING CONSTRUCTION

- 1. Review contracts and review materials from the Iowa DOT, set up recordkeeping documentation for use during construction. Provide guidance and assistance to Owner in use of Doc Express.
- 2. Prepare preconstruction meeting agenda.
- 3. Conduct preconstruction meeting and prepare and distribute meeting minutes.
- 4. Review submittals from the contractor.
- 5. Provide construction staking for use by the contractor. The anticipated maximum number of trips to the site will be limited to four (4) trips. The surveyor requires a minimum of 48 hours' notice for the scheduling of staking. Re-staking will be an extra service charged to the contractor as a time and material fee. Engineer provided staking will include:
 - a. Check existing control and benchmarks and set additional control on the first trip as required for construction.
 - b. The temporary easements will be staked on trip one.
 - c. Bridge construction survey will provide center line offset stakes for abutments, piers, and bridge. The offsets will be coordinated with the contractor and set as the field conditions allow.
 - d. Upon the placement of the beams, Engineer will return to collect the in-place beam elevations for the haunch adjustments.
 - e. Stake offsets for pavement east and west of abutments.
- 6. The Engineer shall provide an engineer, senior inspector, or a technician to perform regular on-site observations as deemed necessary by the Engineer and approved by the Owner. It is anticipated that the proposed construction efforts will require someone to be present at most times the contractor is working. This proposal assumes 100 working days (approximately May through October) for construction. The on-site observations shall note the progress and quality of various aspects of the work of the Contractor and shall perform field checks and testing of material and documentation as required by the State. A partial list of activities includes on-site observation of the following:
 - a. Bridge removal
 - b. Roadway grading
 - c. Traffic control
 - d. Concrete placement, bridge deck and field testing
 - e. Railing installation
 - f. Landscaping and finish grading
 - g. EEO board
- 7. Conduct certified plant monitoring for PCC plant operations. Prepare documentation in conformance with State requirements. Off-site strength testing and material gradations as required by Certified Plant monitoring activities conducted by subconsultant.

Exhibit A-Engineer's Services Under Task Order.

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- 8. Issue instructions of the Owner to the contractor(s) and prepare up to three (3) routine change orders as required, including necessary calculations to determine accuracy of change orders.
- 9. Based on on-site observations and documentation, prepare up to nine (9) monthly pay estimates and submit to Owner with recommendations. Final payment is subject to Iowa DOT audit.
- 10. Provide documentation of quantities for approval by Iowa DOT.
- 11. Conduct wage interviews and perform certified payroll review.
- 12. Conduct a field review in conjunction with the Iowa DOT, Owner, and Contractor to develop a punch list and to determine if the project is substantially complete. Conduct a final field review to determine if the project has been completed in substantial compliance with the Contract Documents.
- 13. Prepare necessary certificates of completion for Owner and Iowa DOT acceptance.
- 14. Finalize construction documentation in preparation for Iowa DOT audit. Upon project completion, determine the final contract quantities as required by Contract Documents or if agreeable to Owner, Iowa DOT, and Contractor from records kept during construction and payment documents submitted to Engineer and Owner for approval.
- 15. Coordinate Iowa DOT audit of materials and construction documentation and recordkeeping; prepare follow-up responses to audit requirements. Using Doc Express, upload materials. When Contractor has fulfilled all of their obligations including submittal of all required documentation, recommend final payment.
- 16. Prepare record drawings documenting any conditions that were modified during construction.
- 17. Following construction, perform load rating for the vehicles as required by the lowa DOT. Enter load rating information and update SIIMS bridge record.
- 18. General project management and communication, including documentation of project progress for use in council packets and attendance at one (1) City Council meeting.

ARTICLE 2—ADDITIONAL SERVICES

- 2.01 Additional Services not requiring Owner's Written Authorization
 - 1. Attend more than one (1) in person City Council meeting.
 - 2. Purchase of Appia software

Item 8.

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Exhibit A—Engineer's Services Under Task Order.

RESOLUTION NO. ____-2024

RESOLUTION APPROVING THE REPLACEMENT BLOWER #2 VFD FROM AUTOMATIC SYSTEMS IN THE AMOUNT OF \$19,233.00 FOR THE OELWEIN WASTE TREATMENT PLANT

WHEREAS, the Wastewater Plant has five displacement blowers which aerate biosolids; and

WHEREAS, one of the blowers has exceeded its useful life and is in need of replacement; and,

WHEREAS, the total cost is \$19,233.00 from Automatic Systems; and,

WHEREAS, ARPA funding will account the project; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the replacement of Blower #2 VFD from Automatic Systems in the amount of \$19,233.00 for the Oelwein Waste Treatment Plant.

Passed and approved this 9th day of December, 2024.

	Brett DeVore, Mayor				
Attest:					oy that on roll call there
	Ricchio	AYES	NAYS	ABSENT	ABSTAIN
Dylan Mulfinger, City Administrator	Weber Lenz				
Recorded December 10, 2024	Garrigus Seeders Payne				



Date: 12/02/24

To: Honorable Mayor and Council

From: Public Works Director Herb Doudney

CC: City Administrator Dylan Mulfinger Assistant Public Works Director Tom Stewart

Reference: Blower #2 VFD

The Waste Water Plant utilizes five 100 horsepower positive displacement blowers to aerate biosolids as a method of treatment.

This particular VFD has exceeded its useful life and is need of replacement.

Given the essential nature of these blowers in the treatment process I recommend we move forward with its replacement in the amount of \$19,233,00 as quoted by Automatic Systems.

Regards,

Herb Doudney

400 7th Ave SW Oelwein, Iowa 50662

city@CityofOelwein.org www.CityofOelwein.org Phone: (319) 283-1197 Fax: (319) 283-4032



Mr. Matt Rogers City of Oelwein, IA 500 9th Avenue Southwest Oelwein, IA 50662

SUBJECT: Oelwein, IA Wastewater Treatment Plant – Blower #2 VFD Replacement

Mr. Rogers,

We are pleased to offer the following proposal for the replacement of you Wastewater Treatment Plant Blower #2 Variable Frequency Drive. Our proposal includes equipment and services as detailed below.

Motor Control

- A One (1) Blower #2 Variable Frequency Drive, 480 Volt, 150 Hp, 3 Phase 186 Amp, #6 Frame, 24 V I/O card and as detailed below.
 - 1. Blower #2 VFD, 480 Volt, 150 Hp, 3 Phase 186 Amp, #6 Frame, 24 V I/O card.
- B One (1) **Professional Services**, to include engineering, VFD programing, PLC programming, HMI programming, and on-site field services to include installation, start-up, testing, and operator training.
- C One (1) Update of existing Installation, Operation, and Maintenance Manuals.

Your net price for Items A through C, FOB factory with **freight allowed** to jobsite including one (1) year warranty from date of startup (not to exceed 18 months from date of shipment)....... **\$ 19,233.00 PLUS TAX.**

The above price for Items A through C does not include any:

- 1. Sales or use taxes.
- 2. Bond costs.
- 3. License fees or permits of any kind.
- 4. Labor or any other miscellaneous materials that may be required for installation not specifically detailed above.

Thank you very much for the opportunity of providing you with the above proposal, should you wish to proceed with an order please sign the space provided below and return a copy to this office.



Branch Office 515.232.4770 2740 Ford St. Ames, IA 50010





Item 9.

May 8, 2024



We look forward to hearing from you, should you have any questions please don't hesitate to give me a call.

Sincerely,

Dan Nolan Automatic Systems Company

Accepted by:	Date:	
Items Accepted:	Purchase Order No:	
Purchase Order Amount:		









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automaticsystemsco.com

RESOLUTION NO. _____-2024

RESOLUTION APPROVING HVAC SYSTEM HEAT PUMP REPAIR WITH WALDINGER CORPORATION IN THE AMOUNT OF \$12,288.89 FOR THE OELWEIN PUBLIC LIBRARY

- WHEREAS, the Library has 4 compressors which heat and cool the building and one has failed; and
- WHEREAS, one compressor had been replaced in the past, the second was replaced in November of 2024, the third has failed, and the fourth is the original; and,
- WHEREAS, a TXV valve that regulates the refrigerant flow is faulty and will be replaced at a cost of \$2,000-\$2,500; and,
- WHEREAS, the total cost is \$12,288.89 from Waldinger Corporation; and,
- WHEREAS, franchise fees reserve will fund the project; and,
- NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves a HVAC system heat pump repair with Waldinger Corporation in the amount of \$12,288.89 for the Oelwein Public Library.

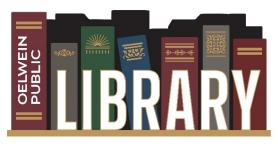
Passed and approved this 9th day of December, 2024.

	Brett DeVore	e, Mayor			
					that the call there were:
		AYES	NAYS	ABSENT	ABSTAIN
	Ricchio				
	Weber				
finger, City Administrator	Lenz Garrigus				
December 10, 2024	Seeders Payne				

Attest:

Dylan Mul

Recorded



Oelwein Public Library 201 East Charles Street ~ Oelwein, Iowa 50662-1939 319.283.1515 (v) ~ 319.283.6646 (f)

December 3, 2024

To the Honorable Mayor, City Council, and City Administrator:

On December 3, library staff arrived for work at the library and realized that the library's HVAC system was not heating the building. Waldinger Corporation from Cedar Rapids was called to check the system. The technician discovered that another compressor had failed. The system has four compressors. One compressor had been replaced in the past, another compressor was replaced in November, the third compressor has failed, and the fourth compressor is factory/original. In addition, a TXV valve that regulates the refrigerant flow is faulty and will be replaced at a cost of \$2,000-\$2,500.

The proposal to replace the compressor is \$12,288.89. This proposal assumes that the refrigerant is reusable. The City Administrator has recommended using franchise fee dollars for this expense as the reserves in the capital projects can handle this expense.

Sincerely,

Susan Macken Library Director



Over 100 Years of Excellence -People, Process, Productivity

PROPOSAL

Customer:	Oelwein Library (318249)		
	City of Oelwein Library (201)		
	201 East Charles Street		
	Oelwein, IA 50662-1939		

Date: 12/3/2024 Quote #: 477135.1

Customer PO: Work Order:

Attention: Susan Macken

Project: Replace Right Compressor on HP 2

We propose to furnish the materials and/or perform the work described below:

We propose replacing the Right compressor. Florida Heat Pump Model EM360-3VTC Serial NA100768

We have included the following:

- All labor during regular business hours
- Final adjustment and calibration of equipment
- Shipping

We have not included:

- All work not specifically stated in this proposal
- Asbestos abatement or hazardous waste disposal
- Parts or labor from original call
- Next day or Express shipping is not included
- Refrigerant (We will re-use the existing R-22 as long as the compressor was not a burnout and there is sufficient amount left in the system)

All for the sum of: twelve thousand two hundred eighty-eight dollars and eighty-nine cents \$12,288.89

12/9/2024

This proposal is subject to the terms and conditions as shown on the attached page. This quote is good for 30 (thirty) day(s).

Purchaser's Acceptance: **City of Oelwein Library** Respectfully Submitted: The Waldinger Corporation

12/3/2024

Date

Signature

Brett DeVore

Chris Reid

Quote #477135 | Revision #1 1243 Rockford Road SW * Cedar Rapids, IA 52404 * Phone 319.393.1850 * www.waldinger.com

1. SCOPE OF WORK

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB's discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2. INVOICING AND PAYMENTS

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

3. WARRANTY

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Day(s) after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

4. TAXES

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

5. COMPLIANCE WITH LAWS

The Waldinger Corporation shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

6. LIABILITY

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.

RESOLUTION NO. ____- 2024

RESOLUTION APPROVING SALE AND TRASFER OF CITY'S OWNED REAL ESTATE

WHEREAS, the City of Oelwein, Iowa owns the following described real estate:

Lot 5 and the East 10 feet of the vacated alley that formerly ran North and South in Block 2, Smith Brothers Second Addition to Oelwein lying between Lots 5 and 16, Block 2, Smith Brothers Second Addition to Oelwein, Fayette County, Iowa

And

Lot 16 and the West 10 feet of the vacated alley that formerly ran North and South in Block 2, Smith Brothers Second Addition to Oelwein lying between Lots 5 and 16, Block 2, Smith Brothers Second Addition to Oelwein, Fayette County, Iowa.

And

The vacated alley that formerly ran North and South in Block 2, Smith Brothers Second Addition to Oelwein lying between Lots 4 and 17, Block 2, Smith Brothers Second Addition to Oelwein, Fayette County, Iowa.

WHEREAS, by Resolution No. 5675-2024 the Council scheduled a Public Hearing on the proposed sale of the above-described property for December 9, 2024 at 6:00 p.m., during the regular City Council meeting to be held in the City Council Chambers, Oelwein City Hall, 20 2nd Ave. SW, Oelwein, Iowa, and

WHEREAS, notice of the Public Hearing was published in the Oelwein Daily Register, consistent with the requirements of §364.7 and §362.3 of the Iowa Code, and

WHEREAS, the Mayor opened the Public Hearing, accepted public comment, received and considered any written comments received in advance of the Public Hearing, and upon the conclusion of the receipt of comments closed the public hearing, and

WHEREAS, the City Council discussed the proposed sale of said real estate and found that the City did not have a continuing use for the above-described property, that the property did not otherwise serve a public purpose, and that the sale of said property would, therefore, be in the best interest of the City, and

WHEREAS, the City Council also discussed the value of the real estate, the value to the community of the potential uses for the property, and in consideration of the above and foregoing, determined it to be appropriate and in the best interests of the City to approve the sale of said property to Hunter Woodward for the sum of \$2,000.00.

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

Section 1.	The property described herein shall be transferred to Hunter Woodward for the sum of \$2,000.00.
Section 2.	The property is being sold as is.
Section 3. provided.	The property shall be transferred by Quit Claim Deed with no abstract to be
Section 4.	The Quit Claim Deed, and related Clerk's Affidavit, shall be recorded at the expense of the City.
Section 5.	The Mayor shall be authorized to execute the QCD, and any other documents related to the approved transfer of this property as set forth above.
Section 6.	Action on this Resolution shall be final upon the delivery of the Deed to the
	Buyer.
Section 7.	This Resolution shall be in effect upon its passage and approval as provided by
	law.

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 9th day of December, 2024.

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 the following votes were cast: Aye Nay Absent Abstain Ricchio Weber Lenz Garrigus Seeders Payne

Preparer: Douglas D. Herman, Lynch Dallas, P.C., P.O. Box 2457, 526 Second Ave SE, Cedar Rapids, IA 52401; Phone: 319-365-9101 **Taxpayer / Return To:** Hunter Woodward, 12 11th Ave. SW, Oelwein, IA 50662

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, **CITY OF OELWEIN**, **IOWA**, an Iowa municipal corporation, does hereby Quit Claim to **HUNTER WOODWARD**, a single person, all of its right, title, interest, estate, claim and demand in the following described real estate in Oelwein, Fayette County, Iowa:

Lot 5 and the East 10 feet of the vacated alley that formerly ran North and South in Block 2, Smith Brothers Second Addition to Oelwein lying between Lots 5 and 16, Block 2, Smith Brothers Second Addition to Oelwein, Fayette County, Iowa

And

Lot 16 and the West 10 feet of the vacated alley that formerly ran North and South in Block 2, Smith Brothers Second Addition to Oelwein lying between Lots 5 and 16, Block 2, Smith Brothers Second Addition to Oelwein, Fayette County, Iowa

And

The vacated alley that formerly ran North and South in Block 2, Smith Brothers Second Addition to Oelwein lying between Lots 4 and 17, Block 2, Smith Brothers Second Addition to Oelwein, Fayette County, Iowa

together with all easements and servient estates appurtenant thereto, and subject to covenants, easements and restrictions of record.

This Deed represents a transfer by a public official in the performance of the public officials' official duties and therefore this transfer is exempt from real estate transfer tax and declaration of value requirements pursuant to Iowa Code Section 428A.2(19) and exempt from Groundwater Hazard Statement requirements pursuant to Iowa Code Section 558.69(1).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____, 2024.

CITY OF OELWEIN, IOWA,

an Iowa Municipal Corporation

By:		Attest:
Brett Devore, Mayor		Barbara Rigdon, City Clerk
STATE OF IOWA)	
)§	
COUNTY OF FAYETTE)	

This instrument was acknowledged before me on the _____ day of ______, 2024, by **Brett DeVore**, in his capacity as Mayor of the City of Oelwein, Iowa known to me to be the identical person named herein, who swore and affirmed that he executed the above and foregoing deed with the authority and at the direction of the City Council as an expression of the voluntary act and deed of the City and of him personally.

Notary Public in and for the State of Iowa

STATE OF IOWA))§ COUNTY OF FAYETTE)

This instrument was acknowledged before me on the _____ day of ______, 2024, by **Barbara Rigdon**, in her capacity as City Clerk for City of Oelwein, Iowa known to me to be the identical person named herein, who swore and affirmed that she executed the above and foregoing deed with the authority and at the direction of the City Council as an expression of the voluntary act and deed of the City and of her personally.

Notary Public in and for the State of Iowa

RESOLUTION NO. ____ - 2024

RESOLUTION SCHEDULING PUBLIC HEARING ON PROPOSED SALE OF CITY OWNED REAL PROPERTY

WHEREAS, the City of Oelwein, Iowa, is the owner of real property ("Property") located in the City of Oelwein, Fayette County, Iowa, identified by Parcel No. 1821282008, legally described as follows:

The West 59 feet of Lot 8 and the South 14 feet of the West 59 feet of Lot 7, Block 5, Paign's Third Addition to Oelwein, Fayette County, Iowa.

(Hereinafter referred to as "Property")

and

WHEREAS, the Council received an offer to purchase Property from Shawn Bentley and Christina Edmonds, single persons, ("Buyers") for the sum of \$2,500.00, and other good and valuable consideration, including the agreement of Buyers to improve the Property within twelve (12) months of the transfer of the property from the City to Buyers as follows:

- 1. Installation of new roof on home and other structures on Property
- 2. Repair or replacement of soffit and fascia on home and structures on Property
- 3. Installation of new siding on home and structures on Property
- 4. Replacement of windows on home and structures on Property as needed, where repair is not possible/feasible.
- 5. Replacement of front entry stairs and repair front porch to code compliance
- 6. Sealing and necessary repairs to the northeast foundation corner of home
- 7. Replacement of electric meter and exterior disconnect
- 8. Replacement of all lead, galvanized, and/or steel plumbing lines with PEX or Copper

All of the above repairs and/or replacements to be permitted and finished in a code compliant fashion, with all necessary inspections and approvals, and a Certificate of Occupancy issued by the City within said twelve (12) month period, and

WHEREAS, the Buyers will execute a Reversion Agreement with the City, providing in summary, that if the agreed upon repairs, numbered 1-7 above, are not made within twelve (12) months of transfer, that the Property will revert back to City ownership without any compensation to Buyers for work performed on the Property prior to reversion, and

WHEREAS, the City Council finds that a public hearing must be set and held prior to the sale and transfer of real property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OELWEIN IOWA, AS FOLLOWS:

SECTION 1: *Public Hearing*: City Council will hold a public hearing as part of its regular meeting at 6:00 P.M. on December 23, 2024, at City Hall, 20 2nd Ave. SW, Oelwein, IA, for purposes of obtaining public input on the proposed sale of the Property as set forth above.

SECTION 2: *Publication of Notice*: The City Clerk is directed to publish notice of said public hearing, which publication shall be not less than four (4) nor more than twenty (20) days prior to the date set for said public hearing pursuant to the requirements of Iowa Code § 364.7 and 362.3.

SECTION 3: *When Effective*. This Resolution shall be effective upon its passage and approval as provided by law.

PASSED AND APPROVED this 9th day of December, 2024.

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 the following votes were cast: Aye Nav Absent Abstain Ricchio Weber Lenz Garrigus Seeders Payne

CITY OF OELWEIN

NOTICE OF PUBLIC HEARING ON THE PROPOSED SALE OF CITY OWNED REAL ESTATE

Notice is hereby given that the City of Oelwein, Fayette County, Iowa, proposes to sell and convey by Quit Claim Deed, the following described real estate located in the City of Oelwein:

The West 59 feet of Lot 8 and the South 14 feet of the West 59 feet of Lot 7, Block 5, Paign's Third Addition to Oelwein, Fayette County, Iowa. ("Property")

The City proposes to sell the Property to Shawn Bentley and Christina Edmonds ("Buyers") for the sum of \$2,500.00 and other good and valuable consideration, including the agreement of Buyers to make improvements to the Property within twelve (12) months of the transfer as agreed upon by City and Buyers, with Buyers further agreeing that their failure to make the agreed upon improvements on a timely basis will result in the reversion of their interest in the Property to the City of Oelwein as set forth in a Reversion agreement to be executed by Buyers at the time of transfer.

Public Hearing on the proposed sale, and terms associated therewith, will be held at 6:00 p.m. on December 23, 2024, before the Oelwein City Council, at Oelwein City Hall, 20 2nd Ave. SW, Oelwein, IA. After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to sell and transfer said property.

Any person may appear at the Public Hearing to comment on the proposed terms of the sale and/or may submit written comments in advance of the Public Hearing by delivery of same to the City Clerk's Office, at Oelwein City Hall, 20 2nd Ave. SW, Oelwein, IA during regular business hours, by mailing to the City of Oelwein at the same address, or by email to the City Clerk's Office at <u>dmulfinger@cityofoelwein.org</u>, on or before the date and time of the Public Hearing.

Dylan Mulfinger, City Administrator City of Oelwein, Iowa

Vacant Seats on Boards and Commissions

- Planning and Zoning
 - <u>Purpose</u>: To give recommendations on zoning
 - o Term: 5 years
 - \circ Meets as needed
- Board of Appeals
 - <u>Purpose</u>: The board hears all appeals made by residents which involve the building official. When a member of the public or a contractor disagrees with the building official's interpretation of the city code, an appeal can be made to the board of appeals
 - o <u>Term</u>: 5 years
 - Meets as needed
- Zoning Board of Adjustments
 - <u>Purpose</u>: The Zoning Board of Adjustment makes decisions on special exceptions and variances. All decisions by the Zoning Board of Adjustment are final and do not go to the city council.
 - o <u>Term</u>: 5 years
 - Meetings are held on the third Thursday of the month at 5:30 PM in the Council Chambers as needed.
- Airport Board
 - <u>Purpose</u>: The board shall recommend for adoption and implementation by the city council regulations for the control, operation, supervision and maintenance and security of the airport.
 - o <u>Term</u>: 4 years
 - Meetings are held on the third Wednesday of the month at 6:30 PM at the Oelwein Municipal Airport.



To: Mayor and City Council From: Dylan Mulfinger Subject: City Administrator Agenda Memo Date: 12/9/2024

Public Hearing

- 3. Public Hearing for December 9th, 2024 at 6:00 PM in the Oelwein City Council Chambers for the construction plan specifications for the construction of the 10th Street Bridge over Otter Creek.
- 4. Public Hearing for December 9th, 2024 at 6:00 PM in the Oelwein City Council Chambers for the proposed sale of 124 7th Ave NW, Parcel No. 1820281004, and the previously vacated alley adjacent to the parcels to Hunter Woodward in the amount of \$2,000.00.

Ordinances

- 5. Consideration of an ordinance amending Chapter 7: Water and Sewers, Article 3, Section 7-47: Collection Procedures. First Reading
 - The city needs to update the code to allow the city to collect an administration fee when using the state income offset program. This program allows the city to collect debts from tax returns and gambling winnings. This will allow for a fee to be collected so the city can offset the state fee. This fee does not cover all the expenses, because the fee would be much too high. The fee will be \$25. This fee is \$25 because the city at this point of collection has made several attempts to collect funds. The City Administrator recommends approving the ordinance.

Resolutions

- 6. Consideration of a resolution amending the personnel policy for police officers by adding Appendix A.
 - This appendix will allow the police officers to function under benefits that are in alignment with their current contract. This will help the city as the police union transitions from teamsters to a collective bargaining unit. This information was reviewed by the city council in the November 25 work session. The City Administrator recommends approving the resolution.
- 7. Consideration of a resolution approving the Code of Ethics addendum to the Rules of Procedure for the Conduct of City Council.
 - The city council reviewed this at the November 25 work session. This will help guide the city council as they govern themselves. The City Administrator recommends approving the resolution.



- 8. Consideration of a resolution approving Task Order No. 2 with Origin Design for the design of 10th Street Bridge in the amount of \$255,000.00.
 - The city is moving forward in replacing 10th street bridge. This task order will lead the city through bidding and construction. This ensures all federal requirements are met and the bridge is built to the engineer design. The City Administrator recommends approving the resolution.
- 9. Consideration of a resolution approving the replacement of Blower #2 VFD from Automatic Systems in the amount of \$19,233.00 for the Oelwein Waste Treatment Plant.
 - 1. The city needs to spend all of its APRA funds. The plan was to spend this on the NE sewer project. The NE sewer project went so well the city has money left over. This piece of equipment is critical and will be used by the city. The City Administrator recommends approving the resolution.
- 10. Consideration of a resolution approving a HVAC system heat pump repair with Waldinger Corporation in the amount of \$12,288.89 for the Oelwein Public Library.
 - 1. Another piece of the HVAC at the library has failed. We are using reserves to pay for this repair. The City Administrator recommends approving the resolution.
- 11. Consideration of a resolution approving the sale of 124 7th Ave NW, Parcel No. 1820281004, and the previously vacated alley adjacent to the parcels to Hunter Woodward in the amount of \$2,000.00.
 - This is a great sale and will take two lots off the city mow list and provide a great piece of land for a new homeowner. The City Administrator recommends approving the resolution.
- Consideration of a resolution setting a public hearing for December 23rd, 2024 at 6:00 PM in the Oelwein City Council Chambers for the proposed sale of 311 East Charles Street to Shawn Bentley and Christina Edmonds in the amount of \$2,500.00.
 - The city will greatly benefit with this house going back into production and providing a living space for someone in Oelwein. Community Development is confident in this contractor and their ability to bring homes up to code. The City Administrator recommends approving the resolution.

	NOVEMBER 2024	CITY OF OELWEI	N TREASURER'S RE	PORT		Date Printed	12/3/2024
	Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BAL
001	General	1,116,170.23	255,999.97	205,471.10	(916.67)	1,165,782.43	Item A
051	County Emergency Management	13,498.63	2,724.05	10,941.38	-	5,281.30	
110	Road Use Tax	683,072.10	70,583.17	48,789.17	-	704,866.10	
112	Trust and Agency	601,485.50	132,050.28	71,039.82	-	662,495.96	
113	Flex Spending	1,436.73	1,303.96	1,303.96	-	1,436.73	1,436.73
119	Emergency	3,666.75			-	3,666.75	
120	Sidewalks Repaired/Replaced Dwtn		-		-		
121	Sales Tax	310,917.86	53,139.11		-	364,056.97	
122	Hotel/Motel Tax	34,396.31	5,036.15	1,500.00	-	37,932.46	
123	Gas-Electric Franchise Fee	521,259.81	1,256.01	6,187.80	(21,260.00)	495,068.02	
124	Library Bequest	354,616.72	973.97	50.00	-	355,540.69	
126	Downtown TIF	176,671.91	20,368.88	-	-	197,040.79	
127	Industrial Park TIF	79,392.53			-	79,392.53	
128	Ind Park SubFund TIF East Penn	1,105,162.83	3,036.74			1,108,199.57	
132	DARE	1,105,102.05	5,050.74			-	
132	Trees Forever	6,568.56	300.00	402.50		6,466.06	
		108,119.35	779.53	402.50		108,898.88	
146 160	Oelwein Housing Revolving Loan Fund			17 720 44		338,735.21	
160	Econ Dev (\$12,500 Wellness Res)	355,447.10 174,094.07	1,017.55	17,729.44 12,412.41	-	270,815.84	278,228.25
161	IRP Revolving Loan		109,134.18		-	164,697.71	278,228.25
162	Downtown Business Grants	164,246.56	451.15	-	-		
167	Oelwein Volunteer Fire Dept	17,818.92	-	2,230.25	916.67	16,505.34	
177	Forfeit Assets	13,535.11	-	1,552.88	-	11,982.23	
200	Debt Service	704,443.45	71,064.67	125,234.61	21,260.00	671,533.51	
201	Water Bondsinking	197,320.40	507.93	-	29,238.00	227,066.33	
202	Sewer Bondsinking	352,071.19	899.49		58,010.00	410,980.68	
205	Special Assessments	24,411.48	6,933.57		-	31,345.05	
282	CDBG Housing Rehab	-	-	-	-		
287	2020 GO Bond	8,302.67		-	-	8,302.67	
301	HMGP 4483 GRANT	-	-	-	-		
302	Oelwein Housing Teardown	(58,157.50)	-	1	-	(58,157.50)	
305	Airport Grant	(28,604.16)	79,523.94	25,243.85	-	25,675.93	
307	Tri Park Trail Extensions	1,072,798.33	2,946.81	1,660.00	-	1,074,085.14	
310	Plaza Park Expansion (OCAD Project)	-	-	-	-		
314	Dry Run Creek Flooding	(99,653.68)	82,804.94	250.00	-	(17,098.74)	
360	Cares Act NE Sewer Replacement	41,060.47	-	-	-	41,060.47	
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 Evnt	223,299.44	657.66	444.00	-	223,513.10	
388	2024 GO Bond Const 10th St Bridge	1,325,480.29	4,629.04	30,800.00	-	1,299,309.33	
393	2022 GO Bond Construction City Hall	172,392.13	474.35	1,733.01	-	171,133.47	
397	Railroad Grant-Viaduct	31,893.17	87.61	-	-	31,980.78	
501	Cemetery Perp Care	298,152.54	0.09	-	-	298,152.63	1,152.63
600	Water (2016D Reserve \$67,000)	1,120,431.15	169,108.41	73,521.47	(29,238.00)	1,186,780.09	
601	Water Infrastructure Fee	99.99	4.09	-	-	104.08	
620	Customer Water Deposits	136,794.76	2,700.00	2,700.00	-	136,794.76	
640	Fuel	2,048.83	4,212.06	-	-	6,260.89	
670	Landfill	206,347.50	49,223.22	34,966.04	-	220,604.68	
671	Recycling	49,589.29	6,136.44	2,974.97	· -	52,750.76	
672	ROW Trees Utility Fee	54,122.73	7,951.05	6,500.00	-	55,573.78	
680	Wellness Center	(19,087.37)	14,711.32	22,064.81	-	(26,440.86)	
700	Sewer/Waste Treatment	1,564,304.21	190,285.84	64,530.05	(58,010.00)	1,632,050.00	
701	Sewer Infrastructure Fee	12.51	1.26	- 10	-	13.77	
706	Reed Bed Exp - EQ Liner	(551,524.22)	696,393.64	14,056.50	-	130,812.92	
		12,675,607.15	2,049,412.13	786,290.02		13,938,729.26	
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(109,424.67) Revenue check - should equal transfers



Upcoming Programs

Healthy Steps For Older Adults Monday, December 16th 9:30 a.m.-2:30 p.m.

Each year, millions of people over age 65 fall. These falls can make it hard for older individuals to do everyday activities and live independently. Northeast Iowa Area Agency on Aging is hosting an evidence-based fall risk screening and education class for adults over 50 focusing on fall prevention, safety at home, nutrition for bone health, exercise and proper footwear. Lunch is provided, and each participant will receive a handbook with valuable information. The class is available with a suggested contribution of \$25. To secure a spot, please contact Missy Anders at 319-874-6893 or email manders@nei3a.org by Dec. 9th.

Advanced Care Planning Wednesday, Dec. 11th 2:00 p.m.

The community is invited to a presentation on the importance of having Advanced Care Planning and how the "Five Wishes" booklet can help start that conversation. This program is brought to you by Care Initiatives Hospice.



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

December Calendar

12/9 Friends Meeting	1:30
12/11 Advanced Care Planning	2:00
12/16 Healthy Steps Program	9:30
12/17 Library Board Meeting	4:30
12/24 Library Closed Christmas	Eve
12/25 Library Closed Christmas	
12/30 Book Talk	10:00
Theme: Read a book set in a holiday y	
12/31 Library Close Early New	Year's Eve 5:30

Did You Know...

Hoopla Bonus Borrows are available on the last seven days of each month! Patrons can choose from a selection of TV shows, movies, comics and manga, eBooks, and audiobooks without using their monthly borrows.

Happy Holidays from hoopla! For December only, audiobook

and eBook Bonus Borrows have been extended and will be available for two weeks from December 18-31. Be sure to check back on December 25th for seven days of video, comics, and BingePass Bonus Borrows!



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

In memory of Seth Garceau Jens & Joanne Nielsen

lsen

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

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.

ovor

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



New items on the shelf

DVD's:

Godzilla Minus One, Beetlejuice Beetlejuice

Fiction:

To Die For-David Baldacci, Stuart Woods' Golden Hour-Brett Battles, Libby Lost and Found-Stephanie Booth, Desolation Code-Graham Brown, The Waiting-Michael Connelly, Bellevue -Robin Cook, Identity Unknown-Patricia Daniels Cornwell, Christmas in Bethel-Richard Paul Evans, The House of Cross-James A. Patterson, Trial By Fire-Danielle Steel

Non-Fiction:

The Absinthe Forger-Evan Rail, Box Office Poison-Tim Robey, Jimmy-Jason Colavito, Be Ready When Luck Happens-Ina Garten, Citizen-Bill Clinton, Connie-Connie Chung, Carson The Magnificent-Bill Zehme, Hope for Cynics-Jamil Zaki, Raised By a Serial Killer-April Balascio

New YA:

Rift-Steven James, Heir-Sabaa Tahir, House of Light and Ether-Leia Stone, For She is Wrath-Emily Varga

Ladybug:

The Boy Who Said Wow-Todd Boss, Alice in Winterland-Jan Brett, Alfie Explores A to Z-Jeff Drew, Greta's Cloud-David Hernandez Sevillano, In Praise of Mystery-Ada Limon

New J:

The Millicent Quibb School of Etiquette for Young Ladies of Mad Science-Kate McKinnon, John the Skeleton-Triinu Laan



Take & Make Kits Make a Beaded Snowflake Ornament



Weekly kid programs at the library

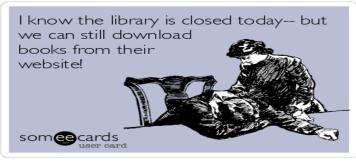
Pages & Play Club every Wednesday at 10:00 a.m. 12/4 Germs Are Not For Sharing, 12/11 Pete the Cat 12/18 Winter Fun, 12/25 No Program (Christmas)

Have fun with books, songs, crafts, activities & group playtime.



Theme Thursday every Thursday at 4:00 p.m. 12/5 Reindeer Rockets, 12/12 LEGOs, 12/19 Tree Tessellation, 12/26 LEGOs

This STEAM program will feature a different topic each week. LEGOs will feature the 2nd Thursday of each month.



The library will be closed on December 24th & 25th. If you are an Oelwein or Fayette County resident with a valid library card you have access to ebooks, audiobooks, movies, comics, magazines and more for download with the Libby & Hoopla apps. Visit our website at www.oelwein.lib.ia.us and click on the eBook & Audio tab for more details.



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.

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



City of Oelwein, IA

CLIENT LIAISON:

Jim Holz, AICP Phone: 563.584.2884 Cell: 563.590.6351 jholz@msa-ps.com

DATE:

December 2, 2024



COMMUNITY CHANGE GRANT – PROJECT #08884014

The application has been submitted and we are awaiting a response from EPA.

BRIC FUNDING – PROJECT #08884015

Soil borings and preliminary geotechnical report have been completed. Additional survey was collected the week of 11/25/2024. These are being incorporated into the design.

The meeting with Iowa Homeland Security and the City was 11/6 and provided good insight into the process and schedule for the BRIC application.

Based on conversations with IaDNR and IDALS, and their desire to help fund the project, we are looking into adding water quality features to the pond design so that additional funding can be available to cover the local portion of the BRIC funding. The design and H&H modeling are underway to include constructed wetlands to maximize detention, balance grading, and achieve water quality results.

RAIL YARD BROWNFIELD

Eocene has provided a draft report to Dylan and anticipate finalizing that report prior to the holiday break.

