



## Agenda

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

May 12, 2025  
Oelwein, Iowa

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**Mayor:** Brett DeVore

**Mayor Pro Tem:** Matt Weber

**Council Members:** Karen Seeders, Anthony Ricchio, Lynda Payne, Dave Lenz

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### Pledge of Allegiance

### Call to Order

### Roll Call

### Additions or Deletions

### Proclamation

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

### Citizens Public Comments - See Guidelines for Public Comments Below

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

### Consent Agenda

- [1.](#) Consideration of a motion to approve the April 28, 2025 minutes.

### Public Hearing

- [2.](#) Public Hearing removing Chapter 9, Cable TV from the Oelwein Code of Ordinances on May 12, 2025 at 6:00 PM in the Oelwein City Council Chambers.
- [3.](#) Public Hearing adding Chapter 101, RAGBRAI - Miscellaneous Permits to the Oelwein Code of Ordinances on May 12, 2025 at 6:00 PM in the Oelwein City Council Chambers.
- [4.](#) Public Hearing to review the rezoning request for 204 3rd Street SE on May 12, 2025 at 6:00 PM in the Oelwein City Council Chambers.
- [5.](#) Public Hearing to review the rezoning request for 1297 South Frederick Avenue on May 12, 2025 at 6:00 PM in the Oelwein City Council Chambers.

### Ordinances

- [6.](#) Consideration of an ordinance deleting Chapter 9, Cable TV to the Oelwein Code of Ordinance. - First Reading.

7. Consideration of a motion to waive the second and third readings on an Ordinance adding Chapter 101, RAGBRAI - Miscellaneous Permits to the Oelwein Code of Ordinance.
- [8.](#) Consideration of an ordinance adding Chapter 101, RAGBRAI - Miscellaneous Permits to the Oelwein Code of Ordinance. - First and Final Reading.
- [9.](#) Consideration of an Ordinance amending Oelwein Zoning Ordinance to Reclassify Real Estate commonly known as 204 3rd Street SE, Oelwein, Fayette County, Iowa from C-2 Highway Commercial to R-1 Residential. - First Reading.
- [10.](#) Consideration of an Ordinance amending Oelwein Zoning Ordinance to Reclassify Real Estate commonly known as 1297 S. Frederick Avenue, Oelwein, Fayette County, Iowa from C-2 Highway Commercial to R-2 Residential. - First Reading.

## **Resolutions**

- [11.](#) Consideration of a resolution setting a public hearing amending the Fiscal Year 2024-2025 budget on May 27, 2025 at 6:00 PM at the Oelwein City Council Chambers.
- [12.](#) Consideration of a resolution setting a public hearing for May 27, 2025 at 6:00 PM in the Oelwein City Council Chambers for the construction plan specifications for the construction of the Segment 2 Trail Improvements.
- [13.](#) Consideration of a resolution approving the bid from Baumler Implement for the purchase of a Brush Hog Mower in the amount of \$30,500.00.
- [14.](#) Consideration of a resolution approving the proposal of design services with Fehr Graham for the 2026 Water System Improvement.
- [15.](#) Consideration of a resolution approving Library Roof Repairs with Schwickert's Tecta America in the amount of \$17,597.00.
- [16.](#) Consideration of a resolution approving a lease to Oelwein Chamber and Area Development.

## **Motions**

- [17.](#) Consideration of a motion authorizing staff to seek bids for the Oelwein Municipal Airport Snow Removal Equipment and schedule a public hearing for May 27, 2025 at 6:00 PM in the Oelwein City Council Chambers.

## **Committee Reports**

- [18.](#) Report from Ricchio on the Airport Board Meeting minutes.

## **Council Updates**

### **Mayor's Report**

- [A.](#) Vacancies on Boards and Commissions.

### **City Attorney's Report**

### **City Administrator's Report**

- [A.](#) City Administrator.

## **Adjournment**

- [B.](#) Additional Information.
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In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440



# City of Oelwein

## Office of The Mayor

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

### Proclamation

- Whereas,** America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and
- Whereas,** Because the Memorial Poppy is an emblem of sacrifice, those who love it must make every effort to teach the public the true meaning of the flower; and
- Whereas,** If, in the season of Memorial Day, the poppy can make the indifferent public recall the sacrifices which have been made by the men and women who gave their lives that our country might be saved, the first and greatest mission of the poppy has been fulfilled; and
- Whereas,** This remembrance period is a time for all citizens in this community to reflect and recall to mind the many sacrifices made by our Veterans to ensure the peace we now enjoy. The Poppy symbolically perpetuates the memory and deeds of the fallen and those who die in the future. It is a symbol of both peace and hope.
- Whereas,** The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower.

**Now, Therefore, I,** Brett DeVore, Mayor of the City of Oelwein, Iowa, do hereby proclaim  
May 23 & 24, 2025

#### MEMORIAL POPPY DAYS

In Oelwein and call upon all of our citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy.

In Testimony Whereof, I have hereunto subscribed my name and caused the Seal of the City of Oelwein, Iowa, to be affixed. Done at Oelwein, this 12<sup>th</sup> day of May in the year of our Lord Two Thousand Twenty-Five.

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Mayor



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

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



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

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

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



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



- i. Will refrain from commenting, clapping, shouting, booing, or other inappropriate and/or disruptive behavior.
  - ii. Will refrain from private conversations during meetings.
  - iii. Should not address Council members in individual conversation or make comments to individual Council members.
- 6. Contacting City Council Members outside of Meetings
  - a. You may contact your City Council member at any time. Their contact information is on the City's website (<https://www.cityofuelwein.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  
April 28, 2025 - 6:00 PM

## Pledge of Allegiance

## Call to Order

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

## Roll Call

**Present:** Ricchio (speaker phone), Weber, Lenz, Seeders, Payne

**Also Present:** Mayor DeVore, City Administrator Mulfinger, City Clerk/Treasurer Rigdon

**Absent:** Cantrell

## Additions or Deletions

A motion was made by Lenz, seconded by Weber to amend the agenda to remove the item number 11, as it did not meet the buy America guidelines. All aye. Motion carried.

## Consent Agenda

1. Consideration of a motion to approve the April 14, 2025 minutes.
2. Claims Resolution in the amount of \$889,030.43.
3. Consideration of a resolution authorizing the temporary closure of public ways or grounds for Oelwein Chamber and Area Development for Party in the Park.

*Resolution No. 5736-2025 was applied to this resolution.*

4. Consideration of a motion approving the glass and metal device permit for Supermart, 701 South Frederick Avenue.
5. Consideration of a motion to move the May 26, 2025 City Council meeting to May 27, 2025.

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

All aye. Motion carried.

## Public Hearing

6. Public Hearing on the proposed plans, specifications, form of contract, and estimate of cost for the purchase of the Oelwein Municipal Airport Snow Removal Equipment on April 28, 2025 at 6:00 PM in the Oelwein City Council Chambers.

Mayor DeVore opened the public hearing.

No oral or written comments were received from the public. The council was informed the bid received did not meet the Buy America requirements.

Mayor DeVore closed the public hearing.

7. Public Hearing on April 28, 2025 at 6:00 PM in the Oelwein City Council Chambers for the lot sale of 132 6th Avenue SE in the amount of \$1,000.00 to Jacob Ball.

Mayor DeVore opened the public hearing.

No oral or written comments were received.

Mayor DeVore closed the public hearing.

8. Public Hearing on April 28, 2025 at 6:00 PM in the Oelwein City Council Chambers for the lot sale of 221 4th Street NW in the amount of \$200.00 to Hunter Farrand.

Mayor DeVore opened the public hearing.

No oral or written comments were received.

Mayor DeVore closed the public hearing.

## Resolutions

9. Consideration of a resolution setting public hearings to remove Chapter 9, Cable TV in city code and adopt a new chapter establishing the rules and regulations for RAGBRAI on May 12, 2025 at 6:00 PM in the Oelwein City Council Chambers.

A motion was made by Lenz, seconded by Weber to adopt Resolution No. 5737-2025.

Ayes: Ricchio, Weber, Lenz, Seeders, Payne

Nays: NA

Absent: Cantrell

Motion carried.

10. Consideration of a resolution setting public hearings to review the rezoning requests for 204 3rd Street SE and 1297 South Frederick Avenue on May 12, 2025 at 6:00 PM in the Oelwein City Council Chambers.

A motion was made by Weber, seconded by Lenz to adopt Resolution No. 5738-2025.

Ayes: Ricchio, Weber, Lenz, Seeders, Payne

Nays: NA

Absent: Cantrell

Motion carried.

- ~~11. Consideration of resolution accepting the bid from Gatr Truck Center in the amount of \$191,326.00 for the Oelwein Municipal Airport Snow Removal Equipment.~~

*The resolution was struck from the agenda as the bid did not meet the requirements of the grant.*

12. Consideration of a resolution approving the bid from F.A.B. Builders, LLC for the repair of the Fixed Base Operator hangar interior ceiling in the amount of \$18,211.00.

A motion was made by Weber, seconded by Lenz to adopt Resolution No. 5739-2025.

Ayes: Ricchio, Weber, Lenz, Seeders, Payne

Nays: NA

Absent: Cantrell

Motion carried.

13. Consideration of a resolution approving Pay Application No. 7 in the amount of \$28,358.45 to Woodruff Construction for the Oelwein Municipal Airport Airfield Vault.

A motion was made by Weber, seconded by Lenz to adopt Resolution No. 5740-2025.

Ayes: Ricchio, Weber, Lenz, Seeders, Payne

Nays: NA

Absent: Cantrell

Motion carried.

14. Consideration of a resolution approving the sale of 132 6th Avenue SE in the amount of \$1,000.00 to Jacob Ball.

A motion was made by Seeders, seconded by Payne to adopt Resolution No. 5741-2025.

Ayes: Ricchio, Weber, Lenz, Seeders, Payne

Nays: NA

Absent: Cantrell

Motion carried.

15. Consideration of a resolution approving the sale of 221 4th Street NW in the amount of \$200.00 to Hunter Farrand.

A motion was made by Seeders, seconded by Payne to adopt Resolution No. 5742-2025.

Ayes: Ricchio, Weber, Lenz, Seeders, Payne

Nays: NA

Absent: Cantrell

Motion carried.

### Mayor's Report

- A. Vacancies on Boards and Commissions.

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

- B. Consideration of a motion approving the mayor's appointment of Jeffery Brackett to the Airport Board.

A motion was made by Weber, seconded by Lenz to approve the mayor's appointment of Jeffery Brackett to the Airport Board.

All aye.

Motion carried.

### City Administrator's Report

On Wednesday April 30<sup>th</sup> at 5:30 PM will be the first community RAGBRAI meeting will be held at the Williams Center. On May 12, the first council work session pertaining to budget cuts will be held.

### Adjournment

A motion was made by Lenz, seconded by Weber to adjourn the meeting at 6:10 PM.

All aye.

Motion carried.

\_\_\_\_\_  
Brett DeVore, Mayor

ATTEST:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

I, Dylan Mulfinger, City Administrator in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held April 28, 2025 and copy of said proceedings was furnished to the Register April 30, 2025.

\_\_\_\_\_  
Dylan Mulfinger, City Administrator



### Public Hearing

The Council of the City of Oelwein will hold a Public Hearing on Monday, May 12, 2025 at 6:00 P.M. at Oelwein City Hall, 20 2nd Avenue SW, Oelwein, Iowa regarding the removal of Chapter 9, Cable TV from the City of Oelwein Code of Ordinances. Any person may appear at the Public Hearing to comment on the proposed chapter removal and/or may submit written comments in advance of the Public Hearing by delivery 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 [dmulfinger@cityofuelwein.org](mailto:dmulfinger@cityofuelwein.org), on or before the date and time of the Public Hearing.

### Public Hearing

The Council of the City of Oelwein will hold a Public Hearing on Monday, May 12, 2025 at 6:00 P.M. at Oelwein City Hall, 20 2nd Avenue SW, Oelwein, Iowa regarding the addition of Chapter 101, RAGBRAI to the City of Oelwein Code of Ordinances. Any person may appear at the Public Hearing to comment on the proposed chapter addition and/or may submit written comments in advance of the Public Hearing by delivery 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 [dmulfinger@cityfoelwein.org](mailto:dmulfinger@cityfoelwein.org), on or before the date and time of the Public Hearing.

### Public Hearing

The Council of the City of Oelwein will hold a Public Hearing on Monday, May 12, 2025 at 6:00 P.M. at Oelwein City Hall, 20 2nd Avenue SW, Oelwein, Iowa regarding the rezoning of the 204 3<sup>rd</sup> Street SE. Any person may appear at the Public Hearing to comment on the proposed rezoning and/or may submit written comments in advance of the Public Hearing by delivery 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 [dmulfinger@cityofuelwein.org](mailto:dmulfinger@cityofuelwein.org), on or before the date and time of the Public Hearing.

### Public Hearing

The Council of the City of Oelwein will hold a Public Hearing on Monday, May 12, 2025 at 6:00 P.M. at Oelwein City Hall, 20 2nd Avenue SW, Oelwein, Iowa regarding the rezoning of the 1297 South Frederick Avenue. Any person may appear at the Public Hearing to comment on the proposed rezoning and/or may submit written comments in advance of the Public Hearing by delivery 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 [dmulfinger@cityofuelwein.org](mailto:dmulfinger@cityofuelwein.org), on or before the date and time of the Public Hearing.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE DELETING Chapter 9, Cable TV

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

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by deleting Chapter 9, Cable TV.

Section 2. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance Shall become effective upon its passage.

First reading – May 12, 2025  
Second reading – May 27, 2025  
Third reading – June 9, 2025

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 12<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:  
  
\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded June 10, 2025

First Reading on May 12, 2025 :  
It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted, and upon roll call there were:  
AYES    NAYS    ABSENT    ABSTAIN

Weber  
Cantrell  
Lenz  
Payne  
Seeders  
Ricchio

Second Reading on May 27, 2025. It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted (or to suspend the rules), and upon roll call there were:

AYES    NAYS    ABSENT    ABSTAIN  
  
Weber  
Cantrell  
Lenz  
Payne  
Seeders  
Ricchio

Third Reading on June 9, 2025. It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted (or to suspend the rules) and upon roll call there were:  
  
AYES    NAYS    ABSENT    ABSTAIN

Weber  
Cantrell  
Lenz  
Payne  
Seeders  
Ricchio

ORDINANCE NO. 1218

ORDINANCE ADDING A NEW CHAPTER 101 TO THE 2012 CODE OF ORDINANCES AND ENTITLED “RAGBRAI – MISCELLANEOUS PERMITS”

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

Section 1. This ordinance is enacted to help city officials and citizens manage the public health and safety problems created by the infusion of a large number of people into the City of Oelwein when the Register’s Annual Great Bicycle Ride Across Iowa (RAGBRAI) arrives in Oelwein on July 25, 2025.

Section 2. That the 2012 Code of Ordinances of the City of Oelwein, Iowa, be and the same is hereby amended by adding thereto a new Chapter 101, to be entitled “RAGBRAI Ordinance – Miscellaneous Permits” and to read as follows:

Chapter 101  
RAGBRAI Ordinance – Miscellaneous Permits

Sections:

101-1 Food Vender – Permit Required	101-7 Non-Food Vendor Location
101-2 Food Vendor Fees	101-8 Glass Containers
101-3 Food Vendor Location	101-9 Nuisance
101-4 Health Regulations	101-10 Violations – Penalties
101-5 Non-Food Vender – Permit Required	101-11 Effective Period
101-6 Non-Food Vendor Fees	101-12 Street Closings

101.01: Food Vendor – Permit Required. No person, club, group organizations, corporation or entity of any kind shall provide or sell food to the public in Oelwein on July 25, 2025 unless said person or entity shall first obtain a Food Vendor Permit from the City of Oelwein upon the recommendation of Oelwein RAGBRAI 2025, committee. an Iowa not for profit corporation. However, any person or entity which is a resident or its principal place of business is located within Oelwein, Iowa and in possession of a valid permit issued by the State of Iowa for the sale of food to be consumed on its premises as of June 1, 2025, or in possession of a current Iowa retain sales tax permit and whose food sale will be from permanent business premises, shall be exempt from the requirements of this Section. For purposes of this Section, the Fayette County Pork Producers, Fayette County Beef Producers, Fayette County Cattleman’s Association, and other similar organizations as the Oelwein RAGBRAI 2025, committee. an Iowa not for profit corporation, may deem as such, shall be deemed to be residents of Oelwein, Iowa.

101.02: Food Vendor Fees. The fee for an Oelwein food vendor permit shall be set by the Oelwein RAGBRAI 2025 committee. Food vendor permits issued to vendors whose residence or principal place of business is outside Oelwein, Iowa shall set by the Oelwein RAGBRAI 2025 committee

101.03: Food Vendor Location. A food vendor who has been granted an Oelwein food vendor permit shall locate its temporary sale facility at the location to be determined and assigned by the Oelwein RAGBRAI 2025, committee., an Iowa not for profit corporation.

101.04: Health Regulations. A person or entity issued a food vendor permit pursuant to this Chapter (a RAGBRAI FOOD VENDOR PERMITTEE herein) shall comply with the Iowa Department of Health and Fayette County Department of Health rules and regulations pertaining to the sale and dispensing of food for consumption on its premises.

101.05: Non-Food Vendor – Permit Required. No person, club, group, organization, corporation or entity of any kind which is in business in Oelwein shall sell merchandise to the public on July 25, 2025, at a location other than their regularly established place of business unless said person or entity shall first obtain a Non-Food Vendor Permit from the City of Oelwein upon the recommendation of the Oelwein RAGBRAI 2025, committee., an Iowa not for profit corporation. Those Oelwein businesses which operate only from their regularly established locations are exempt from the requirements of this section.

101.06: Non-Food Vendor Fees. The fee for an Oelwein non-food vendor permit shall be set by the Oelwein RAGBRAI 2025 committee. Non-food vendor permits issued to vendors who residence is outside Fayette County shall be set by the Oelwein RAGBRAI 2025 committee.

101.07: Non-Food Vendor Location. A non-food vendor who has been granted an Oelwein nonfood vendor permit shall locate its temporary facility at a location to be determined and assigned by the Oelwein RAGBRAI 2025, committee, an Iowa not for profit corporation.

101.075 Permit Display After obtaining the appropriate permit for the Oelwein RAGBRAI 2025 event on July 25, 2025, and July 26, 2025, all vendors and/or booth operators shall display the permit on premises prior to and during operation of any booth or mobile vending operation.

101.08: Glass Containers. To promote public safety during RAGBRAI, all beverages sold in Oelwein, Iowa, by business, food vendor permittee, restaurant, service station, convenience store, grocery store or other establishment on July 25, 2025 shall be sold in non-glass containers only.

101.09: Nuisance. The sale of food or the operation of a temporary facility for the sale of food or other merchandise without an Oelwein food vendor or Oelwein non-food vendor permit on July 25, 2025, in violation of the provisions of this Chapter shall be considered a nuisance, as defined by Chapter 15 of the City Code of Ordinances. If this type of nuisance is determined to exist, an emergency abatement procedure pursuant to Chapter 15 of the Oelwein City Code is hereby authorized and may be executed by any peace officer or those acting at their direction by dismantling and removing the nuisance without notice. However, if the only nuisance or violation of this chapter is the offender’s failure to obtain the necessary permit, the RAGBRAI Vendor Committee, in lieu of immediate abatement, may allow the person or organization to immediately purchase a necessary permit as provided at Section 101.1.02 or 101.1.06 as the case may be of this Ordinance.

101.10: Violations – Penalties. Selling or supplying food or merchandise to any person without an Oelwein food vendor or Oelwein non-food vendor permit on July 25, 2025, or any violation of this chapter shall constitute a municipal infraction punishable by a maximum civil penalty of \$750.00 and/or alternative relief including orders to abate or cease, pursuant to Section 1-10 of the Oelwein Code of Ordinances.

101.11: Effective Period. The provisions of this Ordinance shall be effective from 5:00 A.M. (local time) on July 25, 2025 until 10:00 A.M. July 26, 2025

101.12: Street Closings. During the effective dates of this ordinance and without prior Council approval regarding the blocking of any city streets, the City of Oelwein, Chief of Police, or those at his direction, may place barricades or road blocks in any City street, alley, or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the City limits of the City of Oelwein.

1.1.13 Motorized Vehicles. The use of motorized vehicles such as scooters, golf carts, UTV’s, etc. are prohibited in event venue areas, as designated by the Oelwein RAGBRAI 2025 committee, unless specifically authorized by the Oelwein RAGBRAI 2025 committee. A list of vehicles authorized by the RAGBRAI Committee will be provided to the Public Safety Chief prior to the day of the event. All other municipal laws and ordinances apply to the use of motorized vehicles as outlined in Title 5, Chapter 1 Traffic Code.

Section 3. That all previous ordinances or parts of this previous ordinance in conflict with the provisions of this ordinance are hereby repealed.

Section 4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 5. This ordinance shall be in full force and effect upon its final passage, approval and publication as required by law.

First Reading –	May 12, 2025
Second Reading –	WAIVED
Third Reading –	WAIVED

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 12<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Brett DeVore, Mayor

ATTEST:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded May 13, 2025

First Reading on April 25, 2022 :  
It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted, and upon roll call there were:  
AYES    NAYS    ABSENT    ABSTAIN

Cantrell  
Weber  
Lenz  
Payne  
Ricchio  
Seeders

Second Reading on \_\_\_\_\_ It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted (or to suspend the rules), and upon roll call there were:  
AYES    NAYS    ABSENT    ABSTAIN

Cantrell  
Weber  
Lenz  
Payne  
Ricchio  
Seeders

Third Reading on \_\_\_\_\_ It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted (or to suspend the rules) and upon roll call there were:  
AYES    NAYS    ABSENT    ABSTAIN

Cantrell  
Weber  
Lenz  
Payne  
Ricchio  
Seeders



Ordinance No. \_\_\_\_\_

ORDINANCE AMENDING OELWEIN ZONING ORDINANCE TO RECLASSIFY REAL ESTATE COMMONLY KNOWN AS 204 3<sup>RD</sup> STREET SE, OELWEIN, FAYETTE COUNTY, IOWA FROM C-2 HIGHWAY COMMERCIAL TO R-1 RESIDENTIAL;

Be it ordained by the City Council of the City of Oelwein, Iowa, as follows:

- Section 1. That the zoning ordinance of the City of Oelwein adopted July 12, 1999, be amended and changed to reclassify the property at:
- A. 204 3<sup>rd</sup> Street SE, Oelwein, legally described as: " The West 100 feet of Lots 8, 9, 10, and 11, Block 2, Oelwein's 6th Addition to Oelwein, Fayette County, Iowa" from C-2 Highway Commercial to R-1 Residential;

Section 2. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon its passage.

First reading –	May 12, 2025
Second reading –	May 27, 2025
Third reading –	June 9, 2025

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 12<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

First Reading on May 12, 2025 :  
It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted, and upon roll call there were:  
AYES    NAYS    ABSENT    ABSTAIN

Recorded June 10, 2025

Weber  
Cantrell  
Lenz  
Payne  
Seeders  
Ricchio

Second Reading on May 27, 2025. It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted (or to suspend the rules), and upon roll call there were:

AYES	NAYS	ABSENT	ABSTAIN
Weber			
Cantrell			
Lenz			
Payne			
Seeders			
Ricchio			

Third Reading on June 9, 2025. It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted (or to suspend the rules) and upon roll call there were:

AYES	NAYS	ABSENT	ABSTAIN
Weber			
Cantrell			
Lenz			
Payne			
Seeders			
Ricchio			

Ordinance No. \_\_\_\_\_

ORDINANCE AMENDING OELWEIN ZONING ORDINANCE TO RECLASSIFY REAL ESTATE COMMONLY  
KNOWN AS 1294 South Frederick Avenue, OELWEIN, FAYETTE COUNTY, IOWA FROM C-2 HIGHWAY  
COMMERCIAL TO R-2 RESIDENTIAL;

Be it ordained by the City Council of the City of Oelwein, Iowa, as follows:

Section 1. That the zoning ordinance of the City of Oelwein adopted July 12, 1999, be amended and changed to reclassify the property at:

1294 South Frederick Avenue, Oelwein, legally described as: " A parcel in the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 28, Township 91 North, Range 9 West of the fifth p.m., more particularly described as follows: the west 150.0 feet as measured along the North line and South line of the following described parcel: commencing at the southwest corner of the Southwest quarter of the Southeast quarter of said section 28, thence South 89 degrees 36 minutes east 45.00 feet, thence North 2 degrees 28 minutes East 1094.40 feet to the point of beginning, thence continuing North 2 degrees 28 minutes East 225.60 feet to a point South 89 degrees 52 1/2 minutes East 45.00 feet from the Northwest corner of said Southwest quarter of the Southeast quarter, thence South 89 degrees 52 ½ minutes East 786.05 feet along the North line of said Southwest quarter of the Southeast quarter to the west right-of-way line of the Chicago, Rock Island and Pacific Railroad, thence South 0 degrees 09 minutes east 256.50 feet along said right-of-way line, thence North 87 degrees 38 minutes 24 seconds West 797.07 feet to the point of beginning. And a parcel as easement for ingress and egress described as follows: commencing at the Southwest corner of the Southwest quarter of the Southeast quarter of said section 28, thence South 89 degrees 36 minutes East 45.00 feet, thence North 2 degrees 28 minutes East 1094.40 feet to the point of beginning, thence South 87 degrees 38 minutes 24 seconds East 135.00 feet, thence South 2 degrees 28 minutes West 30.00 feet, thence North 87 degrees 38 minutes 24 seconds West 135.00 feet, thence North 2 degrees 28 minutes East 30.00 feet to the point of beginning, Fayette County, Iowa. " from C-2 Highway Commercial to R-2 Residential;

Section 2. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon its passage.

First reading – May 12, 2025  
Second reading – May 27, 2025  
Third reading – June 9, 2025

Passed and adopted by the City Council of the City of Oelwein, Iowa, this 12<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded June 10, 2025

First Reading on May 12, 2025:  
It was moved by \_\_\_\_\_ and seconded by  
that the Ordinance as read be adopted, and upon roll  
call there were:

AYES    NAYS    ABSENT    ABSTAIN

Weber  
Cantrell  
Lenz  
Payne  
Seeders  
Ricchio

Second Reading on May 27, 2025. It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted (or to suspend the rules), and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Weber				
Cantrell				
Lenz				
Payne				
Seeders				
Ricchio				

Third Reading on June 9, 2025. It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Ordinance as read be adopted (or to suspend the rules) and upon roll call there were:

	AYES	NAYS	ABSENT	ABSTAIN
Weber				
Cantrell				
Lenz				
Payne				
Seeders				
Ricchio				

RESOLUTION NO. \_\_\_\_\_-2025

RESOLUTION TO SET A PUBLIC HEARING AMENDING THE FISCAL YEAR 2024-2025 BUDGET ON MAY 27, 2025 AT 6:00 PM AT THE OELWEIN CITY COUNCIL CHAMBERS.

WHEREAS, the City of Oelwein set an approved budget by the City Council; and

WHEREAS, the budget amendment is required by the state of Iowa; and

WHEREAS, the budget amendment is required to balance the budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa sets a public hearing amending the Fiscal Year 2024-2025 budget on May 27, 2025 at 6:00 PM at the Oelwein City Council Chambers.

Passed and approved this 12<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
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

Cantrell

Seeders

Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded May 13, 2025.

RESOLUTION NO. \_\_\_\_\_-2025

RESOLUTION SETTING A PUBLIC HEARING FOR MAY 27<sup>TH</sup>, 2025 AT 6:00 PM FOR THE CONSTRUCTION  
PLAN SPECIFICATIONS FOR THE CONSTRUCTION OF THE SEGMENT 2 TRAIL IMPROVEMENTS

WHEREAS, the Segment 2 Trail Improvements is a portion of a greater trail system for the City of  
Oelwein; and

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

WHEREAS, a public hearing is required for a project of this size per Chapter 26 of the Iowa Code;  
and

WHEREAS, the public hearing is to be set for May 27<sup>th</sup> at 6:00 PM; and

NOW, THEREFORE, be it resolved by the City Council of Oelwein, Iowa approves setting a public  
hearing for May 27th, 2025 at 6:00 PM for the construction plan specifications for the  
construction of the Segment 2 Trail Improvements.

Passed and approved this 12<sup>th</sup> day of May, 2025.

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

May 13, 2025.

\_\_\_\_\_  
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

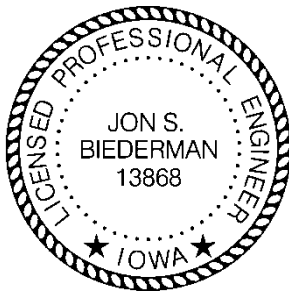
Cantrell

Seeders

Payne

**CONTRACT DOCUMENTS FOR  
SEGMENT 2 TRAIL IMPROVEMENTS  
OELWEIN, IOWA  
MAY 2025  
PROJECT NO. 21-1205**

Mayor	-	Brett DeVore
Council	-	Renee Cantrell
	-	Dave Lenz
	-	Lynda Payne
	-	Anthony Ricchio
	-	Karen Seeders
	-	Matt Weber
City Administrator	-	Dylan Mulfinger
City Clerk	-	Barbara Rigdon



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

May 7, 2025

Jon S. Biederman, PE  
License Number 13868

Date

My license renewal date is December 31, 2026.

Pages covered by this seal: All Sheets

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**NOTICE TO BIDDERS**  
**JURISDICTION OF CITY OF OELWEIN**  
**SEGMENT 2 TRAIL IMPROVEMENTS**  
**PROJECT NO. 21-1205**

Time and Place for Filing Sealed Proposals. The City of Oelwein will receive and accept bids ONLY through QuestCDN.com via the online electronic bid service (QuestvBid) for the construction of the Segment 2 Trail Improvements until **May 23, 2025, at 10:00 A.M.**

Time and Place Sealed Proposals Will be Opened and Considered. All bids will be downloaded at **10:00 A.M.** and publicly read aloud during a virtual public meeting that will be held at **10:00 A.M. on May 23, 2025.** All plan holders can access the virtual meeting by using the following Zoom link, ID and passcode.

Join Zoom Meeting

<https://us04web.zoom.us/j/77544711255?pwd=5FUMeWMvqMWNUV8cjL11PBV9vj71AM.1>

Meeting ID: 775 4471 1255

Passcode: 0EkAk4

Bids will be considered by the City Council at its regular meeting at 6:00 P.M. on **May 28, 2025 at City Hall, 20 2nd Avenue SE, Oelwein, Iowa.** The City of Oelwein reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement may be commenced upon approval of the contract by the Council and be completed as stated below.

Bid Security. Each bidder shall accompany its bid with bid security as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. **The bidder's security shall be in the amount of 5% of the total bid amount including all add alternates and shall be the Jurisdiction's bidder's bond with corporate surety satisfactory to the Jurisdiction. No other type of bid security will be accepted.** The bidder's bond shall contain no condition except as provided in the specifications.

Performance, Payment, and Maintenance Bond. The successful bidder will be required to furnish a construction performance, payment, and maintenance bond in an amount equal to one hundred percent (100%) of the contract price. Said bonds to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair from the time of acceptance of the improvements by the City for not less than two (2) years.

Contract Documents. Complete digital project documents are available at **fehrgraham.com/biddingdocuments**. Click on the project and then you may select "View Plan Holders," or "Download Bid Documents" on the next screen. **A contractor may view the contract documents at no cost prior to becoming a plan holder. Input the QuestCDN project number 9654932 on the website's projects search page to download the digital documents for \$0.00.** Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. **Project bid documents must be downloaded from QuestCDN which will add your company to the plan holder list and allow**



access to vBid online bidding for the submittal of your bid (which is required for this project). Bidders will be charged a fee of \$47.00 to submit a bid electronically. For this project, bids will be received and accepted via the online electronic bid service through QuestCDN.com.

Hard copies of the bid documents may also be obtained and examined from the office of the Engineer, 128 South Vine Street, West Union, Iowa 52175 (phone number 563.422.5131, e-mail aries@fehrgraham.com). **There is a one hundred-dollar (\$100.00) deposit for hard copies of the plans and specifications, which will be refunded if returned to the Engineer in reusable condition within fourteen (14) days of the award of the Contract. Downloading the electronic bid documents is required from QuestCDN in order to submit an online bid even if hard copy plans are purchased from the office of the Engineer.**

Preference of Products and Labor. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

General Nature of Public Improvement.

Construction of an 8' wide PCC trail at two locations within the northwesterly part of the City of Oelwein. The first location is from the westerly side of the viaduct on W. Charles Street to 5th Avenue NW, northerly to 1st Street NW, and northwesterly to the 6th Avenue NW and 2nd Street NW intersection. The second location is within the southeasterly portion of the cemetery, between existing drives and across the waterway and includes a pre-engineered steel trail bridge. The total length of the two trail locations is approximately 2,300 LF.

**Contractor shall fully complete the project by December 5, 2025, with seeding completed by May 15, 2026.** Liquidated Damages in the amount of \$1,000.00 per Calendar Day will be assessed for each Calendar Day that any work shall remain uncompleted beyond the specified completion date allowed.

**The trail portion along West Charles Street must be fully completed by July 23, 2025, or not started at all until July 28, 2025. This is due to West Charles Street being the RAGBRAI route on July 25, 2025.**

Plan Holders List. The plan holders list and bid results may be viewed at Fehr Graham's website <http://www.fehrgraham.com>.

Taxes. All Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase, or withdraw from inventory, materials furnished under this contract. No allowance will be made over the contract sum for any tax claims.

Postings. This Notice was sent to the following posting locations:

1. Master Builders/Construction Update
2. Iowa League of Cities
3. Quest CDN

**NOTICE OF PUBLIC HEARING**  
**JURISDICTION OF CITY OF OELWEIN**  
**SEGMENT 2 TRAIL IMPROVEMENTS**  
**PROJECT NO. 21-1205**

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement.

TO WHOM IT MAY CONCERN:

You are hereby given notice that a public hearing will be held by the City Council of Oelwein on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on **May 28, 2025**, at City Hall, Oelwein, Iowa.

The description of the type of public improvement and its location are as follows:

Construction of an 8' wide PCC trail at two locations within the northwesterly part of the City of Oelwein. The first location is from the westerly side of the viaduct on W. Charles Street to 5th Avenue NW, northerly to 1st Street NW, and northwesterly to the 6th Avenue NW and 2nd Street NW intersection. The second location is within the southeasterly portion of the cemetery, between existing drives and across the waterway and includes a pre-engineered steel trail bridge. The total length of the two trail locations is approximately 2,300 LF.

The City Council will meet at a meeting in said Council Chambers at 6:00 P.M. on **May 28, 2025**, to consider the plans and specifications, estimate of cost and proposed form of contract and to act upon the bid proposals and to consider entering into a contract for said improvements.

Any persons interested may appear at such meeting of the City Council for the purpose of making objections to the plans, specifications or contract or the cost of making the improvements.

This Notice is given by authority of the City of Oelwein.

*Brett DeVore, Mayor*

Attest: *Dylan Mulfinger, City Administrator*

Published in the Oelwein Daily Register.

Bid Date: May 23, 2025

Time: 10:00 A.M.

**INSTRUCTIONS TO BIDDERS**Project Name: Segment 2 Trail ImprovementsProject No.: 21-1205

Fed/St. Project No.: \_\_\_\_\_

The work comprising the above referenced project shall be constructed in accordance with the 2025 edition of the Urban Standard Specifications for Public Improvements and as further modified by supplemental specifications and special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

**I. BID SECURITY**

**The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be on the Jurisdiction's bidder's bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable.** All signatures on the bid bond must be original signatures in ink. A scanned copy shall be submitted at the time of the bid. The bidder shall provide an original bid bond to Fehr Graham, 128 South Vine Street, West Union, Iowa 52175, after the bid opening but before the end of business on the second business day after the bid opening. This bond must be sealed with the Surety's seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal.

**II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER**

A. Complete sets of the Bidding Documents in the number and for the fee, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Quest CDN.

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement of Bid or Invitation to Bid, and shall be accompanied by the Bid security and other required documents. Bids will ONLY be received and accepted via the online electronic bid service through QUESTCDN ([www.QuestCDN.com](http://www.QuestCDN.com)). To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. If you need further assistance, please feel free to contact QuestCDN at (952) 233-1632.

B. QuestCDN Vbid system requires BIDDERS to purchase bidding documents from QuestCDN. If bid documents are not purchased through Quest CDN, the Vbid system will not allow Bid submission.

C. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. All blanks on the Bid form shall be completed and submitted via QuestvBID.

### III. PAYMENT TO CONTRACTOR

Payment to the Contractor will be made in the amount of ninety-five percent (95%) of the project costs completed each month. Partial payment estimates are to be submitted by the Contractor to the Engineer by the Thursday following the last Saturday of each month for work completed through the last Saturday of the preceding month. Statements will be acted upon by the City Council at their regular meeting, normally the second and fourth Monday of each month. Payment will be made normally within ten (10) days following Council approval. Final payment will be made not less than thirty-one (31) days after acceptance by the City Council, and submittal of closeout paperwork by the contractor. Payment will be made in cash to be derived from the proceeds of the private sale of Warrants, as authorized by Section 384.57 of the Code of Iowa, or Project Notes, as authorized by Section 76.13 of the 1985 Code of Iowa, issued in anticipation of the receipt of proceeds from the sale of Bonds, and/or other cash funds on hand as may be lawfully used for such purpose.

No final payment will be due until the Contractor has certified to the City Clerk that the material, labor, and services involved in each estimate have been paid.

**BID BOND**

KNOW ALL BY THESE PRESENTS:

That we \_\_\_\_\_ as Principal and  
 \_\_\_\_\_ as Surety, are  
 held and firmly bound unto **City of Oelwein, Iowa**  
 as Obligee (hereinafter referred to as "the Jurisdiction"), in the penal sum of \_\_\_\_\_  
 Dollars (\$ \_\_\_\_\_ )  
 lawful money of the United States, for which payment said Principal and Surety bind themselves, their  
 heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

Segment 2 Trail Improvements, Project No. 21-1205

Construction of an 8' wide PCC trail at two locations within the northwesterly part of the City of Oelwein. The first location is from the westerly side of the viaduct on W. Charles Street to 5th Avenue NW, northerly to 1st Street NW, and northwesterly to the 6th Avenue NW and 2nd Street NW intersection. The second location is within the southeasterly portion of the cemetery, between existing drives and across the waterway and includes a pre-engineered steel trail bridge. The total length of the two trail locations is approximately 2,300 LF.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Fayette County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**SURETY:****PRINCIPAL:**

By \_\_\_\_\_  
 Surety Company  
 \_\_\_\_\_  
 Signature Attorney-in-Fact/Officer  
 \_\_\_\_\_  
 Name of Attorney-in-Fact/Officer  
 \_\_\_\_\_  
 Company Name  
 \_\_\_\_\_  
 Company Address  
 \_\_\_\_\_  
 City, State, Zip Code  
 \_\_\_\_\_  
 Company Telephone Number

By \_\_\_\_\_  
 Bidder  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name (Print/Type)  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, Zip Code  
 \_\_\_\_\_  
 Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink. This bond must be sealed with the Surety's seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal. **A scanned copy shall be submitted at the time of the bid. The bidder shall provide an original bid bond to Fehr Graham, 128 South Vine Street, West Union, Iowa 52175, after the bid opening but before the end of business on the second business day after the bid opening.**

TO: The City Council, City of Oelwein, Iowa FROM: \_\_\_\_\_

### **PROPOSAL**

**PROPOSAL: PART A – SCOPE**

The City of Oelwein, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

Segment 2 Trail Improvements, Project No. 21-1205

Construction of an 8’ wide PCC trail at two locations within the northwesterly part of the City of Oelwein. The first location is from the westerly side of the viaduct on W. Charles Street to 5th Avenue NW, northerly to 1st Street NW, and northwesterly to the 6th Avenue NW and 2nd Street NW intersection. The second location is within the southeasterly portion of the cemetery, between existing drives and across the waterway and includes a pre-engineered steel trail bridge. The total length of the two trail locations is approximately 2,300 LF.

**PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA**

**The Bidder shall download all addenda through QuestCDN.com. This is required for the submittal of your bid.**

The Bidder also hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____	ADDENDUM NUMBER _____
ADDENDUM NUMBER _____	ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

**PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES**

**UNIT BID PRICE CONTRACTS:** The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

**PROPOSAL: PART D – GENERAL**

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project by **December 5, 2025, with seeding completed by May 15, 2026**; and to pay liquidated damages for noncompliance with said completion provisions at the rate of one thousand dollars (\$1,000) for each calendar day thereafter that the work remains incomplete beyond the specified completion date. The **trail portion along West Charles Street must be fully completed by July 23, 2025, or not started at all until July 28, 2025**. This is due to West Charles Street being the RAGBRAI route on July 25, 2025.

Bid Items, Quantities and Prices:

Bids will be submitted online with required attachments only.

**PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT**

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose



services in connection with the construction of the project were in the regular course of their duties for the Bidder; and

4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

**PROPOSAL: PART F – ADDITIONAL REQUIREMENTS**

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	N/A
2.	
3.	
4.	
5.	
6.	

**INSTRUCTIONS:**

None.

**PROPOSAL: PART G – REMINDER**

The Bidder must:

- Download and submit the Proposal found in the Required Docs for Completion.
- List all subcontractors where required at the end of this document.
- Sign the Proposal where required.

**PROPOSAL: PART H – IDENTITY OF BIDDER**

The Bidder shall indicate whether the bid is submitted by a/an:

- ☐ Individual,  
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture: all parties must join-in  
and  
execute all documents
- ☐ Other

The Bidder shall enter its Public Registration  
Number \_\_\_\_\_ - \_\_\_\_\_ issued  
By the Iowa Commissioner of Labor Pursuant  
Section 91C.5 of the Iowa Code.

The Bidder should contact 515-242-5871 for  
registration information.

Failure to provide said Registration Number  
shall result in the bid being read under  
advisement. A contract will not be executed  
until the Contractor is registered.

By

\_\_\_\_\_  
Bidder\_\_\_\_\_  
Signature\_\_\_\_\_  
Name (Print/Type)\_\_\_\_\_  
Title\_\_\_\_\_  
Address\_\_\_\_\_  
City, State, Zip Code\_\_\_\_\_  
Telephone Number

**Type or print the name and title of the  
company's owner, president, CEO, etc. if  
a different person than entered above.**

\_\_\_\_\_  
Name\_\_\_\_\_  
Title

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

### Bidder Status Form

#### To be completed by all bidders

#### Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.

*(To help you determine if your company is authorized, please review the worksheet on the next page).*

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

#### To be completed by resident bidders

#### Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by non-resident bidders****Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:

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2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

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*You may attach additional sheet(s) if needed.*

**To be completed by all bidders****Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

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

**Worksheet: Authorization to Transact Business**

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

## PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this proposal attachment: The total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

No.	Code Number	Item	Quantity	Unit
1	2010-C	CLEARING AND GRUBBING	1	LS
2	2010-E	EXCAVATION, CLASS 10	2,400	CY
3	2010-G	SUBGRADE PREPARATION	2,838	SY
4	2010-H	GRANULAR STABILIZATION	200	TON
5	2010-J	SUBBASE, MODIFIED, 6" THICK	2,838	SY
6	2010-K-1	REMOVAL OF STRUCTURE, PCC STAIRS	2	EA
7	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 12" DIA.	16	LF
8	4030-A-1	PIPE CULVERT, TRENCHED, RC ARCH, 51"X31" DIA.	32	LF
9	4030-B	PIPE APRON, RCP, 12" DIA.	2	EA
10	4030-B	PIPE APRON, RC ARCH, 51"X31"	2	EA
11	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 51"X31"	2	EA
12	5020-999-A	FIRE HYDRANT RELOCATION	1	EA
13	7030-A-1	REMOVAL OF SIDEWALK	560	SY
14	7030-A-3	REMOVAL OF DRIVEWAY, PCC	28	SY
15	7030-B	REMOVAL OF CURB	10	LF
16	7030-C	SHARED USE PATH, PCC, 6" THICK. 8' WIDE	1,917	SY
17	7030-C	SHARED USE PATH, PCC, 6" THICK REINFORCED. 8' WIDE	28	SY

No.	Code Number	Item	Quantity	Unit
18	7030-E	SIDEWALK, PCC, 5" THICK	27	SY
19	7030-G	DETECTABLE WARNING	122	SF
20	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK REINFORCED	117	SY
21	7030-H-1	DRIVEWAY, PAVED, PCC, 8" THICK	225	SY
22	7030-H-3	DRIVEWAY, CLASS A ROAD STONE, 12" THICK	100	TON
23	7030-999-A	REMOVAL & SALVAGE OF DRIVEWAY, CLASS A CRUSHED STONE	340	SY
24	7040-A	FULL DEPTH PATCHES, PCC	16	SY
25	7040-999-A	POURED CONCRETE WALL REMOVAL	1	LS
26	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS
27	8040-A	TRAFFIC SIGNS AND POSTS, TRAIL, FURNISH AND INSTALL	30	EA
28	8040-I	REMOVE AND REINSTALL TRAFFIC SIGNS	2	EA
29	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 1 PERMANENT LAWN MIX)	1.2	AC
30	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 4 URBAN TEMPORARY EROSION CONTROL MIXTURE)	1.2	AC
31	9040-E	TEMPORARY RECP, (TYPE) 2C	885	SY
32	9040-J	RIP RAP, CLASS E	500	TON
33	9040-F-1	WATTLE, INSTALLATION	110	LF
34	9040-F-1	WATTLE, REMOVAL	110	LF
35	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	890	LF
36	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	890	LF
37	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	890	LF

No.	Code Number	Item	Quantity	Unit
38	9040-O-2	TRACK-OUT CONTROL	50	TON
39	9040-T-1	INLET PROTECTION DEVICE, WATTLES	1	EA
40	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	1	EA
41	9080-A	CONCRETE STEPS, TYPE B	29.2	SF
42	9080-B	HANDRAIL	11.0	LF
43	9999-A	BOLLARD, 6" DIA. STEEL, REMOVABLE	2	EA
44	11,020-A	MOBILIZATION	1	LS
45	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE WITH EXPRESS ABUTMENTS	1	EA

All bids shall NOT include Iowa Sales Tax for materials used in the project. Upon award, the successful bidder shall immediately provide a listing of subcontractors and associated Federal ID or Social Security Numbers for both the contractor and subcontractors. The City of Oelwein will register the contractor and subcontractors with the Iowa Department of Revenue and will provide appropriate certificates to the contractor for distribution and use.

Contractor must list any subcontractors below that will be utilized for any part of this contract.

Subcontractor Name	Work Supplied



FORM OF CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ **USE DATE AWARDED**  
by and between the City of Oelwein, Iowa hereinafter called the "Jurisdiction", and  
\_\_\_\_\_ hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2025 Urban Standard Specifications for Public Improvements and as further modified by the supplemental specifications and special provisions included in said contract documents. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Item 1: Bid Items, Quantities And Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

Segment 2 Trail Improvements – Project Number 21-1205

Construction of an 8’ wide PCC trail at two locations within the northwesterly part of the City of Oelwein. The first location is from the westerly side of the viaduct on W. Charles Street to 5th Avenue NW, northerly to 1st Street NW, and northwesterly to the 6th Avenue NW and 2nd Street NW intersection. The second location is within the southeasterly portion of the cemetery, between existing drives and across the waterway and includes a pre-engineered steel trail bridge. The total length of the two trail locations is approximately 2,300 LF.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction’s payment of the bid amount of \_\_\_\_\_ **DOLLARS**  
(\$ \_\_\_\_\_ ) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project **by December 5, 2025, with seeding completed by May 15, 2026;**  
and to pay liquidated damages for noncompliance with said completion provisions at the rate of **One Thousand dollars (\$1,000.00)** for each calendar day thereafter that the work remains incomplete beyond the specified completion date. The **trail portion along West Charles Street must be fully completed by July 23, 2025, or not started at all until July 28, 2025.** This is due to West Charles Street being the RAGBRAI route on July 25, 2025.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in quadruplicate on the date first shown written.

## JURISDICTION

City of Oelwein, Iowa

## CONTRACTOR

Name of Contractor

By

Brett DeVore, Mayor

By:

Name, Title

Date

Date

Federal Tax Identification Number:

(If no EIN, use SSN)

(Seal)

Address:

Street Address/PO Box #

ATTEST:

City, State, Zip

Dylan Mulfinger, City Administrator

Phone No.:

Date

## CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number \_\_\_\_ - \_\_\_\_ - issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted

## CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS  
 \_\_\_\_\_ County )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that

\_\_\_\_\_ acknowledged the execution of the instrument to be a voluntary act and deed of the corporation.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 My commission expires \_\_\_\_\_, 20\_\_\_\_

## PARTNERSHIP ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS  
 \_\_\_\_\_ County )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he/she is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 My commission expires \_\_\_\_\_, 20\_\_\_\_

## INDIVIDUAL ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS  
 \_\_\_\_\_ County )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, to me known, to be the identical person named in and who executed the foregoing instrument, and acknowledged that he/she executed the instrument as his/her voluntary act and deed.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS  
 \_\_\_\_\_ County )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of said LLC, that (no seal has been procured by) (the seal affixed thereto is the seal of) the LLC; that said instrument was signed (and sealed) on behalf of the LLC, by authority of its managers and the said instrument to be a voluntary act and deed of the LLC.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

**CONTRACT ATTACHMENT: ITEM 1: BID ITEMS, QUANTITIES**

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES, REGARDLESS OF THE PERCENTAGE INCREASE OR DECREASE OF THE TOTAL BID, SHALL NOT AFFECT THE UNIT BID PRICE OF THAT ITEM.

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
1	2010-C	CLEARING AND GRUBBING	1	LS		
2	2010-E	EXCAVATION, CLASS 10	2,400	CY		
3	2010-G	SUBGRADE PREPARATION	2,838	SY		
4	2010-H	GRANULAR STABILIZATION	200	TON		
5	2010-J	SUBBASE, MODIFIED, 6" THICK	2,838	SY		
6	2010-K-1	REMOVAL OF STRUCTURE, PCC STAIRS	2	EA		
7	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 12" DIA.	16	LF		
8	4030-A-1	PIPE CULVERT, TRENCHED, RC ARCH, 51"X31" DIA.	32	LF		
9	4030-B	PIPE APRON, RCP, 12" DIA.	2	EA		
10	4030-B	PIPE APRON, RC ARCH, 51"X31"	2	EA		
11	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 51"X31"	2	EA		
12	5020-999-A	FIRE HYDRANT RELOCATION	1	EA		
13	7030-A-1	REMOVAL OF SIDEWALK	560	SY		
14	7030-A-3	REMOVAL OF DRIVEWAY, PCC	28	SY		
15	7030-B	REMOVAL OF CURB	10	LF		
16	7030-C	SHARED USE PATH, PCC, 6" THICK. 8' WIDE	1,917	SY		

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
17	7030-C	SHARED USE PATH, PCC, 6" THICK REINFORCED. 8' WIDE	28	SY		
18	7030-E	SIDEWALK, PCC, 5" THICK.	27	SY		
19	7030-G	DETECTABLE WARNING	122	SF		
20	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK REINFORCED	117	SY		
21	7030-H-1	DRIVEWAY, PAVED, PCC, 8" THICK	225	SY		
22	7030-H-3	DRIVEWAY, CLASS A ROAD STONE, 12" THICK	100	TON		
23	7030-999-A	REMOVAL & SALVAGE OF DRIVEWAY, CLASS A CRUSHED STONE	340	SY		
24	7040-A	FULL DEPTH PATCHES, PCC	16	SY		
25	7040-999-A	POURED CONCRETE WALL REMOVAL	1	LS		
26	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS		
27	8040-A	TRAFFIC SIGNS AND POSTS, TRAIL, FURNISH AND INSTALL	30	EA		
28	8040-I	REMOVE AND REINSTALL TRAFFIC SIGNS	2	EA		
29	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 1 PERMANENT LAWN MIX)	1.2	AC		
30	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 4 URBAN TEMPORARY EROSION	1.2	AC		
31	9040-E	TEMPORARY RECP, (TYPE) 2C	885	SY		
32	9040-J	RIP RAP, CLASS E	500	TON		
33	9040-F-1	WATTLE, INSTALLATION	110	LF		
34	9040-F-1	WATTLE, REMOVAL	110	LF		
35	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	890	LF		

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
36	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	890	LF		
37	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	890	LF		
38	9040-O-2	TRACK-OUT CONTROL	50	TON		
39	9040-T-1	INLET PROTECTION DEVICE, WATTLES	1	EA		
40	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	1	EA		
41	9080-A	CONCRETE STEPS, TYPE B	29.2	SF		
42	9080-B	HANDRAIL	11.0	LF		
43	9999-A	BOLLARD, 6" DIA. STEEL, REMOVABLE	2	EA		
44	11,020-A	MOBILIZATION	1	LS		
45	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE WITH EXPRESS ABUTMENTS	1	EA		

**TOTAL BID AMOUNT** \_\_\_\_\_

SURETY BOND NO. \_\_\_\_\_

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_ **Contractor** \_\_\_\_\_, as Principal  
 (hereinafter the "Contractor" or "Principal") and  
 as Surety are held and firmly bound unto \_\_\_\_\_ **City of Oelwein, Iowa** \_\_\_\_\_, as  
 Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured  
 by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ **Contract** \_\_\_\_\_  
 \_\_\_\_\_ **Amount** \_\_\_\_\_ **DOLLARS** \_\_\_\_\_ **(\$ )**

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2025 hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

## Segment 2 Trail Improvements, Project No. 21-1205

Construction of an 8' wide PCC trail at two locations within the northwesterly part of the City of Oelwein. The first location is from the westerly side of the viaduct on W. Charles Street to 5th Avenue NW, northerly to 1st Street NW, and northwesterly to the 6th Avenue NW and 2nd Street NW intersection. The second location is within the southeasterly portion of the cemetery, between existing drives and across the waterway and includes a pre-engineered steel trail bridge. The total length of the two trail locations is approximately 2,300 LF.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of

\_\_\_\_\_ **Contract Amount** \_\_\_\_\_ **DOLLARS**  
 \_\_\_\_\_ **(\$ )** which is the cost associated with those items shown on the proposal and  
 in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.



2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. **To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two ( 2 ) years from the date of acceptance of the work under the Contract**, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Fayette County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in quadruplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Iowa Resident Commission  
Agent as Prescribed by Chapter 515.52-57,  
Iowa Code. (Required only if Attorney-in-  
Fact is not also an Iowa Resident  
Commission Agent).

By

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Resident Commission Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**SURETY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By

\_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Name of Attorney-in-Fact Officer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.
2. This bond must be sealed with the Surety's seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

**NOTICE TO PROCEED**

To: _____	Date: _____
_____	Project: Segment 2 Trail Improvements
_____	#21-1205
_____	Oelwein, Iowa
	_____

You are hereby notified to commence work in accordance with the Form of Contract dated \_\_\_\_\_. You are to complete work by **December 5, 2025, with seeding completed by May 15, 2026.** The **trail portion along West Charles Street must be fully completed by July 23, 2025, or not started at all until July 28, 2025.** This is due to West Charles Street being the RAGBRAI route on July 25, 2025.

Owner: City of Oelwein  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 Brett DeVore  
 Title: Mayor

**ACCEPTANCE OF NOTICE:**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

\_\_\_\_\_  
 Date

Company Name: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Final Opinion of Probable Cost**  
**Segment 2 Trail Improvements, Oelwein, Iowa**  
**Project No. 21-1205**

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	2010-C	CLEARING AND GRUBBING	1	LS	\$ 20,000.00	\$ 20,000.00
2	2010-E	EXCAVATION, CLASS 10	2,400	CY	\$ 11.00	\$ 26,400.00
3	2010-G	SUBGRADE PREPARATION	2,838	SY	\$ 2.00	\$ 5,676
4	2010-H	GRANULAR STABILIZATION	200	TON	\$ 32.00	\$ 6,400
5	2010-J	SUBBASE, MODIFIED, 6" THICK	2,838	SY	\$ 8.00	\$ 22,704.00
6	2010-K-1	REMOVAL OF STRUCTURE, PCC STAIRS	2	EA	\$ 400.00	\$ 800
7	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 12" DIA.	16	LF	\$ 56.00	\$ 896.00
8	4030-A-1	PIPE CULVERT, TRENCHED, RC ARCH, 51"X31" DIA.	32	LF	\$ 185.00	\$ 5,920.00
9	4030-B	PIPE APRON, RCP, 12" DIA.	2	EA	\$ 850.00	\$ 1,700.00
10	4030-B	PIPE APRON, RC ARCH, 51"X31"	2	EA	\$ 2,200.00	\$ 4,400.00
11	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 51"X31"	2	EA	\$ 400.00	\$ 800
12	5020-999-A	FIRE HYDRANT RELOCATION	1	EA	\$ 3,000.00	\$ 3,000.00
13	7030-A-1	REMOVAL OF SIDEWALK	560	SY	\$ 8.00	\$ 4,480.00
14	7030-A-3	REMOVAL OF DRIVEWAY, PCC	28	SY	\$ 8.00	\$ 224
15	7030-B	REMOVAL OF CURB	10	LF	\$ 40.00	\$ 400
16	7030-C	SHARED USE PATH, PCC, 6" THICK. 8' WIDE	1,917	SY	\$ 58.00	\$ 111,186.00
17	7030-C	SHARED USE PATH, PCC, 6" THICK REINFORCED. 8' WIDE	28	SY	\$ 68.00	\$ 1,904.00
18	7030-E	SIDEWALK, PCC, 5" THICK.	27	SY	\$ 65.00	\$ 1,755.00
19	7030-G	DETECTABLE WARNING	122	SF	\$ 55.00	\$ 6,710.00
20	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK REINFORCED	117	SY	\$ 70.00	\$ 8,190.00
21	7030-H-1	DRIVEWAY, PAVED, PCC, 8" THICK	225	SY	\$ 75.00	\$ 16,875.00
22	7030-H-3	DRIVEWAY, CLASS A ROAD STONE, 12" THICK	100	TON	\$ 24.50	\$ 2,450.00
23	7030-999-A	REMOVAL & SALVAGE OF DRIVEWAY, CLASS A CRUSHED STONE	340	SY	\$ 8.00	\$ 2,720
24	7040-A	FULL DEPTH PATCHES, PCC	16	SY	\$ 150.00	\$ 2,400
25	7040-999-A	POURED CONCRETE WALL REMOVAL	1	LS	\$ 7,000.00	\$ 7,000
26	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 7,500.00	\$ 7,500.00
27	8040-A	TRAFFIC SIGNS AND POSTS, TRAIL, FURNISH AND INSTALL	30	EA	\$ 250.00	\$ 7,500.00
28	8040-I	REMOVE AND REINSTALL TRAFFIC SIGNS	2	EA	\$ 150.00	\$ 300.00
29	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 1 PERMANENT LAWN MIX)	1.2	AC	\$ 4,500.00	\$ 5,400.00

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
30	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 4 URBAN TEMPORARY EROSION CONTROL MIXTURE)	1.2	AC	\$ 2,500.00	\$ 3,000.00
31	9040-E	TEMPORARY RECP, (TYPE) 2C	885	SY	\$ 3.00	\$ 2,655
32	9040-J	RIP RAP, CLASS E	500	TON	\$ 40.00	\$ 20,000.00
33	9040-F-1	WATTLE, INSTALLATION	110	LF	\$ 4.00	\$ 440
34	9040-F-1	WATTLE, REMOVAL	110	LF	\$ 4.00	\$ 440
35	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	890	LF	\$ 5.00	\$ 4,450.00
36	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	890	LF	\$ 1.00	\$ 890.00
37	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	890	LF	\$ 1.00	\$ 890.00
38	9040-O-2	TRACK-OUT CONTROL	50	TON	\$ 40.00	\$ 2,000
39	9040-T-1	INLET PROTECTION DEVICE, WATTLES	1	EA	\$ 50.00	\$ 50
40	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	1	EA	\$ 50.00	\$ 50
41	9080-A	CONCRETE STEPS, TYPE B	29.2	SF	\$ 150.00	\$ 4,380
42	9080-B	HANDRAIL	11.0	LF	\$ 150.00	\$ 1,650
43	9999-A	BOLLARD, 6" DIA. STEEL, REMOVABLE	2	EA	\$ 1,000.00	\$ 2,000.00
44	11,020-A	MOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
45	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE WITH EXPRESS ABUTMENTS	1	EA	\$ 125,000.00	\$ 125,000.00

**ESTIMATED AMOUNT** 483,585.00

Dated: May 7, 2025

  
 Jon Biederman, PE, LSI  
 Senior Project Manager

# SEGMENT 2 TRAIL IMPROVEMENTS

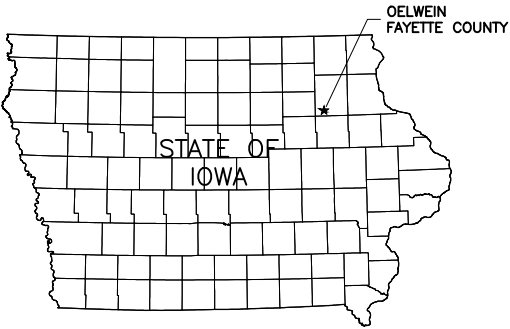
FOR

# CITY OF OELWEIN OELWEIN, IOWA

21-1205

FAYETTE COUNTY

MAY 2025



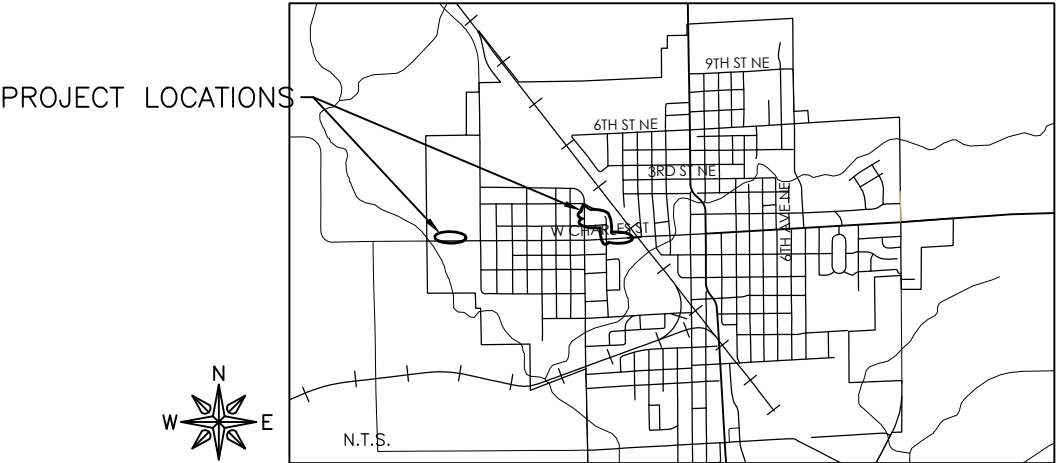
INDEX OF SHEETS	
SHEET NUMBER	SHEET TITLE
A.01	TITLE
A.02	LEGEND
A.03	EXISTING CONDITIONS & REMOVALS – WESTERLY TRAIL
A.04	EXISTING CONDITIONS & REMOVALS – EASTERLY TRAIL
A.05	EXISTING CONDITIONS & REMOVALS – EASTERLY TRAIL
A.06	EXISTING CONDITIONS & REMOVALS – EASTERLY TRAIL
B.01	TYPICAL SECTIONS
C.01	GENERAL NOTES, QUANTITIES
C.02	SUPPLEMENTAL SPECIFICATIONS
C.03	SUPPLEMENTAL SPECIFICATIONS
C.04	STORM WATER POLLUTION PREVENTION PLAN – WESTERLY PORTION
C.05	STORM WATER POLLUTION PREVENTION PLAN – EASTERLY PORTION
C.06	STORM WATER POLLUTION PREVENTION PLAN – EASTERLY PORTION
D.01	TRAIL PLAN & PROFILE
D.02	TRAIL PLAN & PROFILE
D.03	TRAIL PLAN & PROFILE
D.04	TRAIL PLAN & PROFILE
D.05	TRAIL PLAN & PROFILE
D.06	TRAIL PLAN & PROFILE
D.07	TRAIL PLAN & PROFILE
S.01	ADA RAMPS
S.02	ADA RAMPS
U.01	CEMETERY DRIVEWAY DETAIL
U.02	DETAILS
U.03	DETAILS
U.04	DETAILS
U.05	DETAILS
U.06	DETAILS
U.07	BRIDGE DETAIL
U.08	BRIDGE DETAIL – EXPRESS ABUTMENT
U.09	TRAIL TO ABUTMENT DETAIL

OWNER/DEV	CITY OF OELWEIN
ADDRESS	20 2ND AVE SW
	OELWEIN, IA 50662
P#	319-283-5440

CITY ADMINISTRATION	
MAYOR.....	BRETT DEVORE
COUNCIL MEMBERS.....	RENEE CANTRELL
	DAVE LENZ
	LYNDA PAYNE
	ANTHONY RICCHIO
	KAREN SEEDERS
	MATT WEBER
CITY ADMINISTRATOR.....	DYLAN MULFINGER
CITY CLERK.....	BARBARA RIGDON

UTILITIES	
UTILITY TYPE	COMMON NAME
WATER & SEWER	OELWEIN, CITY OF
ELECTRIC	ALLIANT
TELEPHONE	CENTURY LINK
GAS	ALLIANT
CABLE	MEDIACOM

(CONTRACTOR TO BE RESPONSIBLE FOR ANY ADJUSTMENTS TO BE MADE.)



LOCATION MAP

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS

IOWA

WISCONSIN

WEST UNION, IOWA  
128 S VINE STREET  
WEST UNION, IA 52175  
P# (563) 422-5131

THE 2025 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2025), PLUS FEHR GRAHAM SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

BID SET



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

\_\_\_\_\_  
Jon S. Biederman, P.E.  
License Number 13868  
My license/renewal date is December 31, 2026.  
Pages or sheets covered by this seal: All

05/07/2025

Date



1-800-292-8989  
www.iowaonecall.com

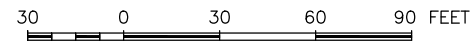
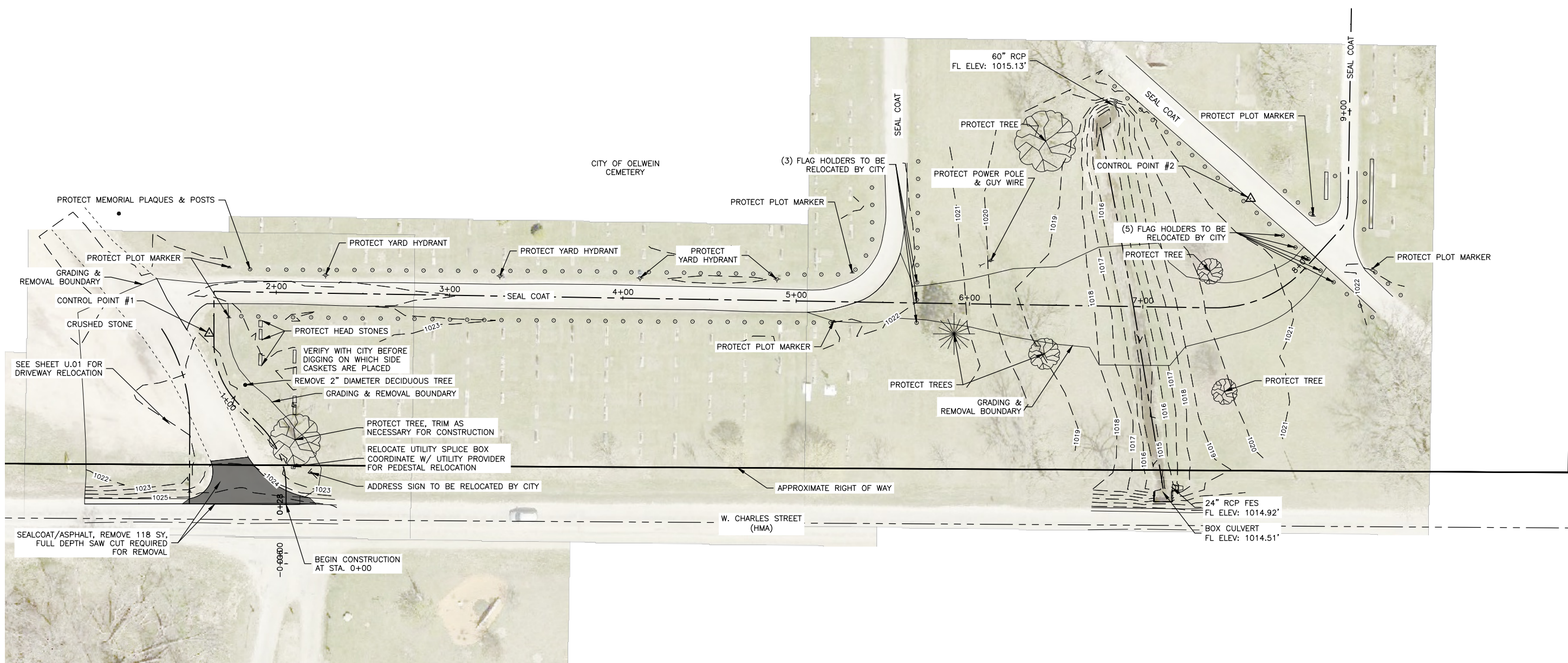


ORIGINAL SET FOR PROJECT: 21-1205		DATE CREATED: MAY 2025
REVISIONS		
REV. NO.	DESCRIPTION	DATE

ABBREVIATIONS		SYMBOLS									
<div><div>&lt;</div><div>ABC</div><div>ACI</div><div>AGR</div><div>AISC</div><div>ALT</div><div>ARCH</div><div>ASPH</div><div>ASTM</div><div>B</div><div>BFP</div><div>BIT</div><div>BLDG</div><div>BLK</div><div>BM</div><div>BOT</div><div>BSMT</div><div>BV</div><div>B-B</div><div>CL or C</div><div>C to C</div><div>C &amp; G</div><div>CF</div><div>CHD</div><div>CI</div><div>CHK</div><div>CLR</div><div>CMP</div><div>CMU</div><div>CTY</div><div>CONC</div><div>CONT</div><div>C-B</div><div>COORD</div><div>CU</div><div>CTRS</div><div>CY</div><div>CS</div><div>D</div><div>DEP</div><div>DET</div><div>DIAG</div><div>DIM</div><div>DJ</div><div>DN</div><div>DNSTR</div><div>DP</div><div>DWG</div><div>E</div><div>EJ</div><div>EL</div><div>EP</div><div>EQUIP</div><div>EQUIV</div><div>EW</div><div>EXP</div><div>EX, EXIST</div><div>EXT</div><div>E' =</div><div>FD</div><div>FDN</div><div>FE</div><div>FF</div><div>FIL</div><div>FIN</div><div>FL</div><div>FLR</div><div>FM</div><div>FND</div><div>FRMG</div><div>FTG</div><div>F-F</div><div>GA</div><div>GI</div><div>GRD</div><div>GRS</div><div>GRT</div><div>GV</div><div>GYP</div><div>HSE</div><div>HC</div><div>HMA</div><div>HNGR</div><div>HORIZ</div><div>H.P.</div><div>HW</div><div>HWH</div><div>Δ =</div><div>I</div><div>ID</div><div>INT</div><div>INV</div><div>IP</div><div>JST</div><div>L</div><div>LAT</div><div>LAV</div><div>LF</div><div>L.P.</div><div>LT</div><div>MAX</div><div>ME</div><div>MH</div><div>MIN</div><div>MJ</div><div>MTL</div><div>N</div><div>No. OR #</div><div>NOM</div><div>NTS</div><div>OC</div><div>OD</div><div>OO</div><div>OPNG</div><div>OPP</div><div>PC</div><div>PCC</div><div>PCF</div><div>PDP</div></div>	<div><div>ANGLE</div><div>AGGREGATE BASE COURSE</div><div>ACRE(S)</div><div>AMERICAN CONCRETE INSTITUTE</div><div>AGGREGATE</div><div>AMERICAN INSTITUTE OF STEEL CONSTRUCTION</div><div>ALTERNATE</div><div>ARCHITECT</div><div>ASPHALT</div><div>AMERICAN SOCIETY OF TESTING AND MATERIALS</div><div>BALL VALVE</div><div>BACKFLOW PREVENTER</div><div>BITUMINOUS</div><div>BUILDING</div><div>BLOCKING</div><div>BENCHMARK</div><div>BOTTOM</div><div>BASEMENT</div><div>BUTTERFLY VALVE</div><div>BACK-TO-BACK OF CURB DIMENSION</div><div>CENTERLINE</div><div>CENTER TO CENTER</div><div>CURB AND GUTTER</div><div>CUBIC FEET</div><div>CHORD LENGTH</div><div>CAST IRON PIPE</div><div>CHECK VALVE</div><div>CLEAR</div><div>CORRUGATED METAL PIPE</div><div>CONCRETE MASONRY UNIT</div><div>COUNTY</div><div>CONCRETE</div><div>CONTINUOUS</div><div>CENTERLINE TO BACK OF CURB DIMENSION</div><div>COORDINATE</div><div>COPPER PIPING</div><div>CENTERS</div><div>CUBIC YARDS</div><div>CORPORATION STOP</div><div>DEGREE OF CURVE</div><div>DEPRESSED</div><div>DETAIL</div><div>DIAGONAL</div><div>DIMENSION</div><div>DUCTILE IRON PIPE</div><div>DOWN</div><div>DOWNSTREAM</div><div>DRAINAGE PIPE/STORM PIPE</div><div>DRAWING</div><div>EAST</div><div>EXPANSION JOINT</div><div>ELEVATION</div><div>EDGE OF PAVEMENT</div><div>EQUIPMENT</div><div>EQUIVALENT</div><div>EACH WAY</div><div>EXPANSION</div><div>EXISTING</div><div>EXTERIOR</div><div>EXTERNAL DISTANCE</div><div>FLOOR DRAIN</div><div>FOUNDATION</div><div>FIELD ENTRANCE</div><div>FINISH FLOOR</div><div>FILLET</div><div>FINISH</div><div>FLOW LINE</div><div>FLOOR</div><div>FORCE MAIN</div><div>FOUND</div><div>FRAMING</div><div>FOOTING</div><div>FACE TO FACE</div><div>GAUGE</div><div>GALVANIZED IRON PIPE</div><div>GRADE</div><div>GRATING SUPPORT</div><div>GROUT</div><div>GAS VALVE</div><div>GYPSUM</div><div>HOUSE</div><div>HORIZONTAL CURVE</div><div>HOT MIX ASPHALT</div><div>HANGER</div><div>HORIZONTAL</div><div>HIGH POINT</div><div>HOT WATER</div><div>HOT WATER HEATER</div><div>CENTRAL ANGLE</div><div>MOMENT OF INERTIA</div><div>INSIDE DIAMETER</div><div>INTERIOR</div><div>INVERT ELEVATION; BASED ON BENCH MARK DATUM</div><div>IRON PIPE</div><div>JOIST</div><div>LENGTH OF CURVE</div><div>LATERAL</div><div>LAVATORY</div><div>LINEAL FEET</div><div>LOW POINT</div><div>LEFT OF SURVEY BASE LINE</div><div>MAXIMUM</div><div>MATCH EXISTING</div><div>MANHOLE</div><div>MINIMUM</div><div>MECHANICAL JOINT</div><div>METAL</div><div>NORTH</div><div>NUMBER</div><div>NOMINAL</div><div>NOT TO SCALE</div><div>ON CENTER</div><div>OUTSIDE DIAMETER</div><div>OUTSIDE TO OUTSIDE</div><div>OPENING</div><div>OPPOSITE</div><div>POINT OF CURVATURE</div><div>PORTLAND CEMENT CONCRETE</div><div>POUNDS PER CUBIC FOOT</div><div>PERFORATED DRAIN PIPE</div></div>	<div><div>PE</div><div>PI</div><div>PL</div><div>PLG</div><div>PLP</div><div>PLYWD</div><div>PM</div><div>PR</div><div>PRC</div><div>PRESS</div><div>PR, PROP</div><div>PRV</div><div>PSF</div><div>PSI</div><div>PSL</div><div>PT</div><div>PLG</div><div>PVC</div><div>R</div><div>RDCP</div><div>RCCP</div><div>RCP</div><div>RD</div><div>REINF</div><div>REQD</div><div>ROW</div><div>RFTR</div><div>RND</div><div>RR</div><div>RRSP</div><div>RT</div><div>R&amp;R</div><div>S</div><div>SB</div><div>SCHED</div><div>SEC</div><div>SF</div><div>SHR</div><div>SHT</div><div>SHTG</div><div>SP</div><div>SPA</div><div>SPEC</div><div>SQ</div><div>SS</div><div>STA</div><div>STD</div><div>STL</div><div>STRUCT</div><div>SW</div><div>SY</div><div>SYM</div><div>TAN</div><div>TBC</div><div>TBM</div><div>TD</div><div>THK</div><div>TR</div><div>TY</div><div>TYP</div><div>U.O.N.</div><div>UP</div><div>UPSTR</div><div>UR</div><div>USGS</div><div>VC</div><div>VCP</div><div>VERT</div><div>VOL</div><div>VPC</div><div>VPI</div><div>VPIC</div><div>VPRC</div><div>VPT</div><div>W</div><div>WC</div><div>WF</div><div>WM</div><div>WMQ</div><div>WV</div><div>WGT</div><div>WP</div><div>WS</div><div>WWF</div><div>W/O</div><div>XP</div></div>	<div><div>POLYETHYLENE PIPE</div><div>POINT OF INTERSECTION</div><div>PLATE</div><div>PLUG VALVE</div><div>POLYPROPYLENE PIPE</div><div>PLYWOOD</div><div>PRINCIPAL MERIDIAN</div><div>PRESSURE REGULATORS</div><div>POINT OF REVERSE CURVATURE</div><div>PRESSURE</div><div>PROPOSED</div><div>PRESSURE REDUCING VALVE</div><div>POUNDS PER SQUARE FOOT</div><div>POUNDS PER SQUARE INCH</div><div>PIPE SLEEVE</div><div>POINT OF TANGENCY</div><div>PLUG VALVE</div><div>POLYVINYL CHLORIDE (PLASTIC) PIPE</div><div>RADIUS</div><div>REDUCER</div><div>REINFORCED CONCRETE CYLINDER PIPE</div><div>REINFORCED CONCRETE PIPE</div><div>ROOF DRAIN</div><div>REINFORCING</div><div>REQUIRED</div><div>RIGHT OF WAY</div><div>RAFTER</div><div>ROUND</div><div>RAILROAD</div><div>RAILROAD SPIKE</div><div>RIGHT</div><div>REMOVE AND REPLACE</div><div>SOUTH</div><div>STREAM BED</div><div>SCHEDULE</div><div>SECTION</div><div>SQUARE FEET</div><div>SHOWER</div><div>SHEET</div><div>SHEATHING</div><div>SANITARY PIPE</div><div>SPACING OR SPACES</div><div>SPECIFICATION</div><div>SQUARE</div><div>SANITARY SERVICE</div><div>STATION</div><div>STANDARD</div><div>STEEL</div><div>STRUCTURAL</div><div>SIDEWALK</div><div>SQUARE YARDS</div><div>SYMMETRICAL</div><div>TANGENT LENGTH</div><div>TOP BACK OF CURB</div><div>TEMPORARY BENCH MARK; BASED ON BENCHMARK DATUM</div><div>TILE DRAIN</div><div>THICK</div><div>TREAD</div><div>TYPE</div><div>TYPICAL</div><div>UNLESS OTHERWISE NOTED</div><div>UTILITY POLE</div><div>UPSTREAM</div><div>URINAL</div><div>US GEOLOGICAL SURVEY</div><div>VERTICAL CURVE</div><div>VITRIFIED CLAY PIPE</div><div>VERTICAL</div><div>VOLUME</div><div>VERTICAL POINT OF CURVATURE</div><div>VERTICAL POINT OF INTERSECTION</div><div>VERTICAL POINT OF REVERSE CURVATURE</div><div>VERTICAL POINT OF TANGENCY</div><div>WEST</div><div>WATER CLOSET</div><div>WIDE FLANGE</div><div>WATER MAIN</div><div>WATER MAIN QUALITY</div><div>WATER VALVE</div><div>WEIGHT</div><div>WEATHER PROOF</div><div>WATER SERVICE</div><div>WELDED WIRE FABRIC</div><div>WITH</div><div>WITHOUT</div><div>EXPLOSION PROOF</div></div>	<div><div>EXISTING</div><div>EXISTING R.O.W.</div><div>RIGHT-OF-WAY LINE</div><div>PROPERTY LINE</div><div>CENTERLINE</div><div>SETBACK LINE</div><div>EASEMENT LINE</div><div>SECTION LINE</div><div>SECTION CORNER</div><div>COORDINATE POINT ON GRID SYSTEM</div><div>FOUND OR SET PROPERTY PIN</div><div>RIGHT-OF-WAY MARKER</div><div>BENCHMARK</div><div>CONTOUR LINE</div><div>SPOT ELEVATION (AT ●)</div><div>FENCE LINE</div><div>SILT FENCE LINE</div><div>CURB AND GUTTER</div><div>TIP OUT CURB AND GUTTER</div><div>SAWCUT, LIMITS OF PAVEMENT REMOVAL &amp; REPLACEMENT</div><div>DECIDUOUS TREE W/ SIZE</div><div>CONIFEROUS TREE W/ SIZE</div><div>TREE STUMP</div><div>HEDGEROW</div><div>BUSH OR SHRUB</div><div>TREE LINE</div><div>CONSTRUCTION LIMIT LINE</div><div>SIGN (MULTIPLE POST, SINGLE POST, STREET SIGN)</div><div>SIGN (PYLON)</div><div>GUARD RAIL</div><div>RAILROAD TRACKS</div><div>BUILDING</div><div>MAILBOX</div><div>FLAGPOLE</div><div>BOLLARD</div><div>AIR CONDITIONER</div></div>	<div><div>PROPOSED</div><div>PROPOSED R.O.W.</div><div>○ SET</div><div>SPOT ELEVATION (AT ●)</div><div>FENCE LINE</div><div>SILT FENCE LINE</div><div>CURB AND GUTTER</div><div>TIP OUT CURB AND GUTTER</div><div>DECIDUOUS TREE W/ SIZE</div><div>CONIFEROUS TREE W/ SIZE</div><div>TREE STUMP</div><div>HEDGEROW</div><div>BUSH OR SHRUB</div><div>TREE LINE</div><div>CONSTRUCTION LIMIT LINE</div><div>SIGN (PYLON)</div><div>GUARD RAIL</div><div>RAILROAD TRACKS</div><div>BUILDING</div><div>MAILBOX</div><div>FLAGPOLE</div><div>BOLLARD</div><div>AIR CONDITIONER</div></div>	<div><div>EXISTING</div><div>EXISTING WATER SERVICE</div><div>WATER PIPE</div><div>FIRE HYDRANT</div><div>YARD HYDRANT</div><div>WATER VALVE WITH BOX</div><div>CURB STOP W/CURB BOX</div><div>REDUCER</div><div>WATER VALVE VAULT</div><div>11.25° BEND</div><div>22.50° BEND</div><div>45° BEND</div><div>90° BEND</div><div>TEE</div><div>CAP</div><div>WATER METER</div><div>SPRINKLER HEAD</div><div>TRACER WIRE BOX</div></div>	<div><div>PROPOSED</div><div>PROPOSED WATER SERVICE</div><div>WATER PIPE</div><div>FIRE HYDRANT</div><div>YARD HYDRANT</div><div>WATER VALVE WITH BOX</div><div>CURB STOP W/CURB BOX</div><div>REDUCER</div><div>WATER VALVE VAULT</div><div>11.25° BEND</div><div>22.50° BEND</div><div>45° BEND</div><div>90° BEND</div><div>TEE</div><div>CAP</div><div>WATER METER</div><div>SPRINKLER HEAD</div><div>TRACER WIRE BOX</div></div>	<div><div>EXISTING</div><div>EXISTING UTILITY</div><div>FIBER OPTIC LINE</div><div>UNDERGROUND TV CABLE</div><div>CABLE TV RISER PEDESTAL</div><div>OVERHEAD UTILITY</div><div>UNDERGROUND ELECTRIC</div><div>ELECTRIC RISER PEDESTAL</div><div>ELECTRIC MANHOLE</div><div>UNDERGROUND TELEPHONE</div><div>TELEPHONE RISER PEDESTAL</div><div>TELEPHONE MANHOLE</div><div>UTILITY POLE</div><div>UTILITY POLE W/ METER</div><div>UTILITY POLE W/ TRANSFORMER</div><div>UTILITY POLE W/ LIGHT</div><div>UTILITY POLE WITH GUY WIRE AND ANCHOR</div><div>LIGHT (MAST MOUNTED)</div><div>LIGHT POLE (SINGLE FIXTURE)</div><div>YARD LIGHT</div><div>GAS MAIN</div><div>GAS METER</div><div>GAS VALVE</div><div>GAS STRUCTURE</div><div>TRANSFORMER</div><div>GENERATOR</div></div>	<div><div>PROPOSED</div><div>PROPOSED UTILITY</div><div>FIBER OPTIC LINE</div><div>UNDERGROUND TV CABLE</div><div>CABLE TV RISER PEDESTAL</div><div>OVERHEAD UTILITY</div><div>UNDERGROUND ELECTRIC</div><div>ELECTRIC RISER PEDESTAL</div><div>ELECTRIC MANHOLE</div><div>UNDERGROUND TELEPHONE</div><div>TELEPHONE RISER PEDESTAL</div><div>TELEPHONE MANHOLE</div><div>UTILITY POLE</div><div>UTILITY POLE W/ METER</div><div>UTILITY POLE W/ TRANSFORMER</div><div>UTILITY POLE W/ LIGHT</div><div>UTILITY POLE WITH GUY WIRE AND ANCHOR</div><div>LIGHT (MAST MOUNTED)</div><div>LIGHT POLE (SINGLE FIXTURE)</div><div>YARD LIGHT</div><div>GAS MAIN</div><div>GAS METER</div><div>GAS VALVE</div><div>GAS STRUCTURE</div><div>TRANSFORMER</div><div>GENERATOR</div></div>	<div><div>EXISTING</div><div>EXISTING TRAFFIC RELATED</div><div>CONTROLLER</div><div>MAST ARM ASSEMBLY AND POLE</div><div>SIGNAL HEAD AND POST</div><div>SIGNAL HEAD</div><div>PEDESTRIAN HEAD</div><div>PEDESTRIAN PUSH-BUTTON</div><div>HAND HOLE</div><div>DOUBLE HAND HOLE</div><div>HAND HOLE OR JUNCTION BOX</div><div>HEAVY-DUTY HAND HOLE</div><div>EXISTING CONDUIT (LENGTH AND SIZE)</div><div>PROP GALVANIZED STEEL OR PVC CONDUIT</div><div>UPPER NUMERAL INDICATES LENGTH</div><div>"T" INDICATES CONDUIT IN TRENCH</div><div>"P" INDICATED CONDUIT PUSHED</div><div>LOWER NUMERAL INDICATES SIZE AND TYPE</div><div>LUMINAIRE</div><div>ARROW - THROUGH, TURN LEFT</div><div>ARROW - THROUGH</div><div>ARROW - TURN LEFT</div><div>ARROW - TURN RIGHT</div><div>ONE DIRECTION TURN ONLY</div><div>HANDICAPPED PARKING STALL</div><div>TRAFFIC DETECTOR LOOP</div><div>TRAFFIC CONTROL BOX</div></div>	<div><div>PROPOSED</div><div>PROPOSED TRAFFIC RELATED</div><div>CONTROLLER</div><div>MAST ARM ASSEMBLY AND POLE</div><div>SIGNAL HEAD AND POST</div><div>SIGNAL HEAD</div><div>PEDESTRIAN HEAD</div><div>PEDESTRIAN PUSH-BUTTON</div><div>HAND HOLE</div><div>DOUBLE HAND HOLE</div><div>HAND HOLE OR JUNCTION BOX</div><div>HEAVY-DUTY HAND HOLE</div><div>EXISTING CONDUIT (LENGTH AND SIZE)</div><div>PROP GALVANIZED STEEL OR PVC CONDUIT</div><div>UPPER NUMERAL INDICATES LENGTH</div><div>"T" INDICATES CONDUIT IN TRENCH</div><div>"P" INDICATED CONDUIT PUSHED</div><div>LOWER NUMERAL INDICATES SIZE AND TYPE</div><div>LUMINAIRE</div><div>ARROW - THROUGH, TURN LEFT</div><div>ARROW - THROUGH</div><div>ARROW - TURN LEFT</div><div>ARROW - TURN RIGHT</div><div>ONE DIRECTION TURN ONLY</div><div>HANDICAPPED PARKING STALL</div><div>TRAFFIC DETECTOR LOOP</div><div>TRAFFIC CONTROL BOX</div></div>

REVISIONS		
REV. NO.	DESCRIPTION	DATE



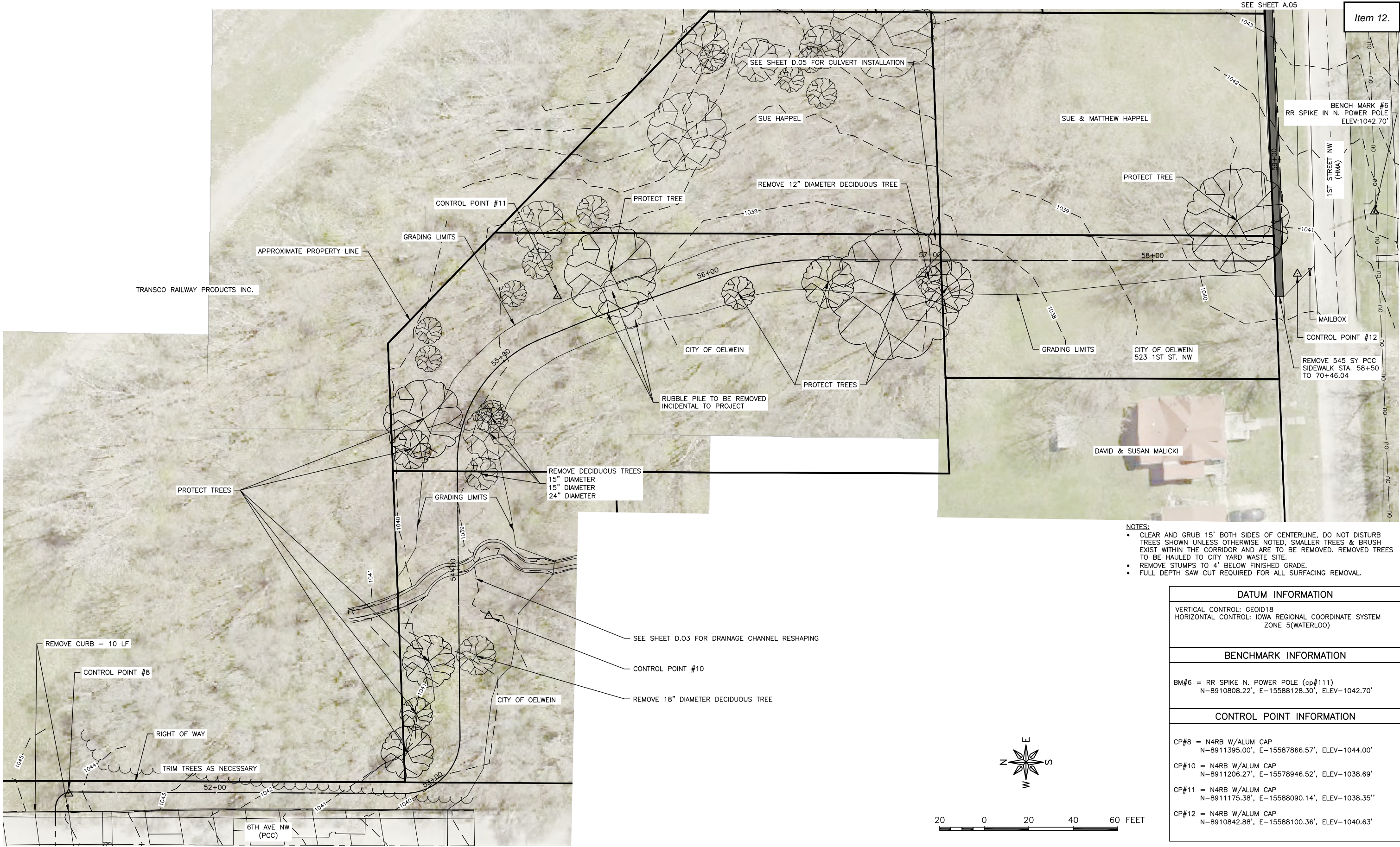


- NOTES:**
- CLEAR AND GRUB 15' BOTH SIDES OF CENTERLINE, DO NOT DISTURB TREES SHOWN UNLESS OTHERWISE NOTED, SMALLER TREES & BRUSH EXIST WITHIN THE CORRIDOR AND ARE TO BE REMOVED. REMOVED TREES TO BE HAULED TO CITY YARD WASTE SITE.
  - REMOVE STUMPS TO 4' BELOW FINISHED GRADE.
  - FULL DEPTH SAW CUT REQUIRED FOR ALL SURFACING REMOVAL.

DATUM INFORMATION	
CONTROL INFORMATION IOWA REGIONAL COORDINATE SYSTEM; ZONE 5(WATERLOO) GEOID18	
CONTROL POINTS	
CP#1(N4RB W/ ALUM CAP) N: 8910598.97' E: 15584391.59' ELEV: 1022.74'	
CP#2(MAG-NAIL) N: 8910676.77' E: 15584992.41' ELEV: 1021.76'	

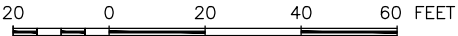
REVISIONS		
REV. NO.	DESCRIPTION	DATE





- NOTES:
- CLEAR AND GRUB 15' BOTH SIDES OF CENTERLINE, DO NOT DISTURB TREES SHOWN UNLESS OTHERWISE NOTED, SMALLER TREES & BRUSH EXIST WITHIN THE CORRIDOR AND ARE TO BE REMOVED. REMOVED TREES TO BE HAULED TO CITY YARD WASTE SITE.
  - REMOVE STUMPS TO 4" BELOW FINISHED GRADE.
  - FULL DEPTH SAW CUT REQUIRED FOR ALL SURFACING REMOVAL.

DATUM INFORMATION
VERTICAL CONTROL: GEOID18 HORIZONTAL CONTROL: IOWA REGIONAL COORDINATE SYSTEM ZONE 5(WATERLOO)
BENCHMARK INFORMATION
BM#6 = RR SPIKE N. POWER POLE (cp#111) N-8910808.22', E-15588128.30', ELEV-1042.70'
CONTROL POINT INFORMATION
CP#8 = N4RB W/ALUM CAP N-8911395.00', E-15587866.57', ELEV-1044.00'
CP#10 = N4RB W/ALUM CAP N-8911206.27', E-15578946.52', ELEV-1038.69'
CP#11 = N4RB W/ALUM CAP N-8911175.38', E-15588090.14', ELEV-1038.35''
CP#12 = N4RB W/ALUM CAP N-8910842.88', E-15588100.36', ELEV-1040.63'



**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
CITY OF OELWEIN  
20 2ND AVE SW  
OELWEIN IA, 50662

PROJECT AND LOCATION:  
SEGMENT 2 TRAIL IMPROVEMENTS  
OELWEIN, IA

DRAWN BY: JCB  
APPROVED BY: JSB  
DATE: MAY 2025  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
EXISTING CONDITIONS AND REMOVALS  
EASTERLY TRAIL

SET TYPE: BID SET  
G:\C30\21\21-1205 Oelwein Trail Ph. 2\Plans\21-1205 PLANS.dwg, A04

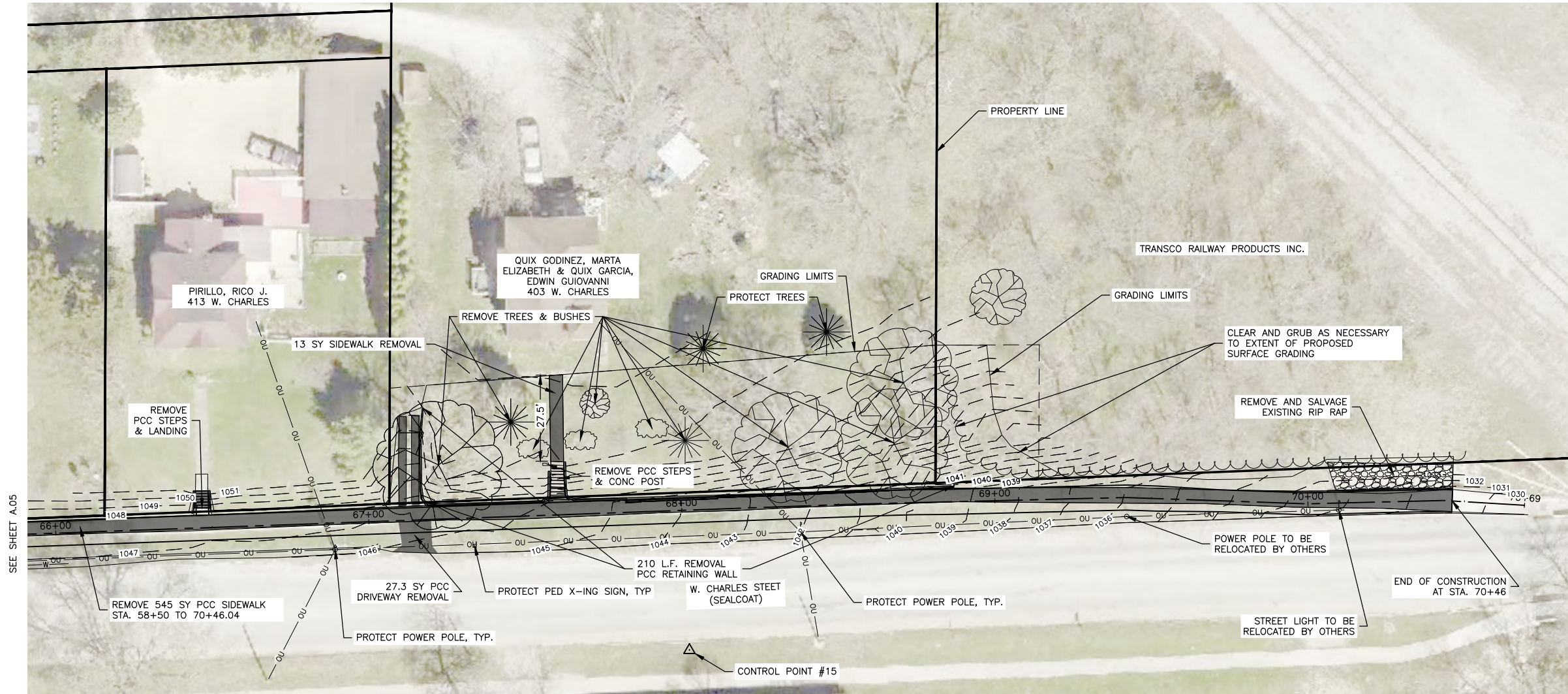
JOB NUMBER:  
21-1205

SHEET  
60

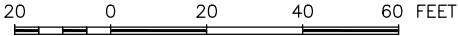






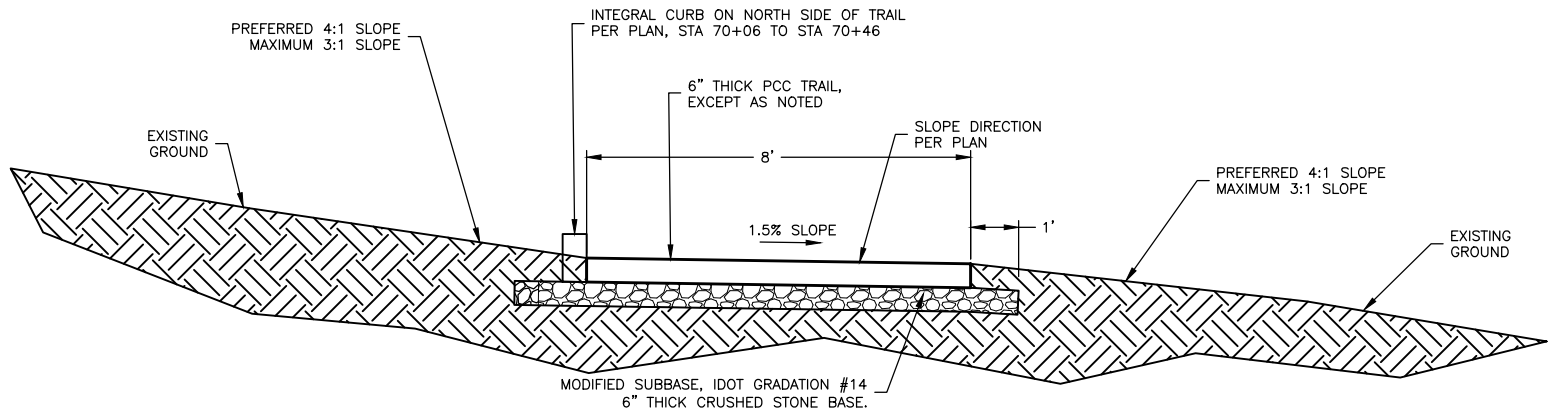


- NOTES:
- REMOVE STUMPS TO 4' BELOW FINISHED GRADE.
  - FULL DEPTH SAW CUT REQUIRED FOR ALL SURFACING REMOVAL.

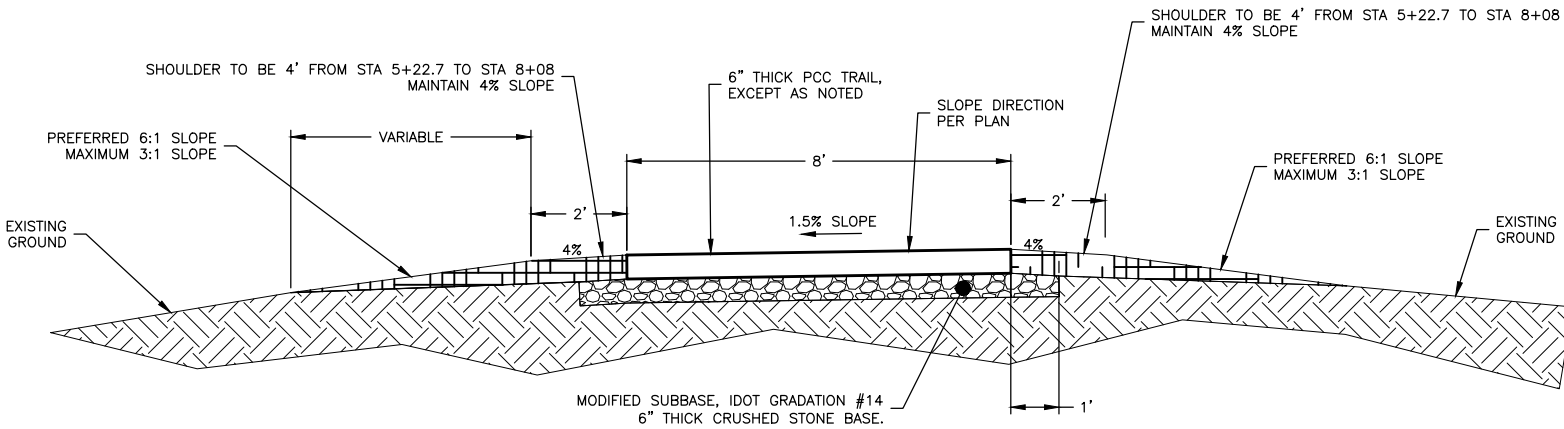


DATUM INFORMATION
VERTICAL CONTROL: GEOID18 HORIZONTAL CONTROL: IOWA REGIONAL COORDINATE SYSTEM ZONE 5(WATERLOO)
CONTROL POINT INFORMATION
CP#15 = N4RB W/ALUM CAP N=8910468.73', E=15588694.46', ELEV=1043.82'

REVISIONS		
REV. NO.	DESCRIPTION	DATE



TYPICAL TRAIL CROSS SECTION  
WITHOUT SHOULDER  
N.T.S.



TYPICAL TRAIL CROSS SECTION  
WITH SHOULDER  
N.T.S.

REVISIONS		
REV. NO.	DESCRIPTION	DATE

GENERAL NOTES

1. All work shall conform to and be performed in accordance with all applicable codes and ordinances.
2. The Urban Standard Specifications for Public Improvements (SUDAS), 2025 edition plus Supplemental Specifications and Special Provisions as prepared by Fehr Graham shall be considered a part of these documents as if bound herein.
3. The quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the Jurisdiction as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The Jurisdiction expressly reserves the right to increase or decrease the quantities during construction, and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.
4. Construction Survey for this project to be provided by the OWNER.
5. The CONTRACTOR shall notify all appropriate engineering departments and utility companies prior to construction. All necessary precautions shall be taken to avoid damage to any existing utility. Iowa Code 480, Underground Facilities Information, requires notice to Iowa One Call (1-800-292-8989) not less than 48 hours before excavation, excluding weekends and legal holidays.
6. The location of existing underground utilities and rock elevations are shown in an approximate way only and have not been independently verified by the OWNER or its representative. The CONTRACTOR shall determine the exact location of all existing utilities and rock elevations before commencing work, and agrees to be fully responsible for any and all damages which might be occasioned by the CONTRACTOR'S failure to locate and preserve any and all underground utilities and rock elevations.
7. The CONTRACTOR shall visit the site and inspect the project area and become thoroughly familiar with the actual job conditions prior to bidding and the start of any work. Failure to visit the site shall not relieve the CONTRACTOR from performing the work in accordance with these drawings.
8. The CONTRACTOR shall verify at the site, all dimensions and conditions shown on the drawings, and shall notify the ENGINEER of any discrepancies, omissions, and/or conflict prior to proceeding with the work.
9. The CONTRACTOR shall not scale drawings. Dimensions shall govern. Large scale drawings shall govern over small scale drawings. Notes and details on the drawings shall apply to all similar conditions whether they are repeated or not.
10. The CONTRACTOR shall be responsible for any damage to existing facilities outside the construction limits resulting from negligence.
11. CONTRACTOR shall protect existing facilities, buildings, and other appurtenances not to be removed from the site during the construction activities.
12. CONTRACTOR shall confine his work to the construction limits and easements. If the CONTRACTOR obtains additional easement for the storage of equipment and materials, copies of the agreements with the property Owners shall be provided to the OWNER.
13. CONTRACTOR shall submit a detailed construction schedule and staging plan a minimum of two (2) days prior to the preconstruction meeting.
14. CONTRACTOR shall be responsible to maintain access to individual properties during construction whenever practical. CONTRACTOR shall notify residents of access restrictions minimum of 24 hours prior to removal of existing access.
15. CONTRACTOR shall submit for acceptance work plans and schedules for accomplishment of temporary and permanent erosion control prior to the start of construction.
16. CONTRACTOR shall coordinate temporary disruption of utility services with the City of Oelwein, affected utility companies and/or affected property owners when relocating existing facilities, connecting to existing facilities and placing new services.

ESTIMATED QUANTITIES

NO.	CODE	DESCRIPTION	QUANTITY	UNIT
1	2010-C	CLEARING AND GRUBBING	1	LS
2	2010-E	EXCAVATION, CLASS 10	2,400	CY
3	2010-G	SUBGRADE PREPARATION	2,838	SY
4	2010-H	GRANULAR STABILIZATION	200	TON
5	2010-J	SUBBASE, MODIFIED, 6" THICK	2,838	SY
6	2010-K-1	REMOVAL OF STRUCTURE, PCC STAIRS	2	EA
7	4030-A-1	PIPE CULVERT, TRENCHED, RCP, 12" DIA.	16	LF
8	4030-A-1	PIPE CULVERT, TRENCHED, RC ARCH, 51"X31" DIA.	32	LF
9	4030-B	PIPE APRON, RCP, 12" DIA.	2	EA
10	4030-B	PIPE APRON, RC ARCH, 51"X31"	2	EA
11	4030-C	FOOTING FOR CONCRETE PIPE APRON, RCP, 51"X31"	2	EA
12	5020-999-A	FIRE HYDRANT RELOCATION	1	EA
13	7030-A-1	REMOVAL OF SIDEWALK	560	SY
14	7030-A-3	REMOVAL OF DRIVEWAY, PCC	28	SY
15	7030-B	REMOVAL OF CURB	10	LF
16	7030-C	SHARED USE PATH, PCC, 6" THICK. 8' WIDE	1,917	SY
17	7030-C	SHARED USE PATH, PCC, 6" THICK REINFORCED. 8' WIDE	28	SY
18	7030-E	SIDEWALK, PCC, 5" THICK.	27	SY
19	7030-G	DETECTABLE WARNING	122	SF
20	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK REINFORCED	117	SY
21	7030-H-1	DRIVEWAY, PAVED, PCC, 8" THICK	225	SY
22	7030-H-3	DRIVEWAY, CLASS A ROAD STONE, 12" THICK	100	TON
23	7030-999-A	REMOVAL & SALVAGE OF DRIVEWAY, CLASS A CRUSHED STONE	340	SY
24	7040-A	FULL DEPTH PATCHES, PCC	16	SY
25	7040-999-A	POURED CONCRETE WALL REMOVAL	1	LS
26	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS
27	8040-A	TRAFFIC SIGNS AND POSTS, TRAIL, FURNISH AND INSTALL	30	EA
28	8040-I	REMOVE AND REINSTALL TRAFFIC SIGNS	2	EA
29	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 1 PERMANENT LAWN MIX)	1.2	AC
30	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING (TYPE 4 URBAN TEMPORARY EROSION CONTROL MIXTURE)	1.2	AC
31	9040-E	TEMPORARY RECP, (TYPE) 2C	885	SY
32	9040-J	RIP RAP, CLASS E	500	TON
33	9040-F-1	WATTLE, INSTALLATION	110	LF
34	9040-F-1	WATTLE, REMOVAL	110	LF
35	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	890	LF
36	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	890	LF
37	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	890	LF
38	9040-O-2	TRACK-OUT CONTROL	50	TON
39	9040-T-1	INLET PROTECTION DEVICE, WATTLES	1	EA
40	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	1	EA
41	9080-A	CONCRETE STEPS, TYPE B	29.2	SF
42	9080-B	HANDRAIL	11.0	LF
43	9999-A	BOLLARD, 6" DIA. STEEL, REMOVABLE	2	EA
44	11,020-A	MOBILIZATION	1	LS
45	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE WITH EXPRESS ABUTMENTS	1	EA

SIGNAGE TABLE

POINT	DESCRIPTION	STATION	OFFSET
1	STOP SIGN, R1-1	0+33.8	-7.0 LT
2	TRAIL CROSSING, W11-15, W11-15P, W16-7P	0+33.8	9.4 RT
3	NO MOTORIZED VEHICLES, R5-3	0+42.7	7.0 RT
4	STOP AHEAD, W3-1	0+81.3	-7.0 LT
5	STOP AHEAD, W3-1	1+04.5	7.0 RT
6	TRAIL CROSSING, W11-15, W11-15P, W16-7P	1+50.4	-8.6 LT
7	STOP SIGN, R1-1	1+51.9	7.0 RT
8	STOP SIGN, R1-1 RELOCATE	0+98.9	-67.6 LT
9	STREET ADDRESS SIGN RELOCATE	0+44.5	15.0 RT
10	NO MOTORIZED VEHICLES, R5-3	5+49.7	7.0 RT
11	STOP SIGN, R1-1	5+63.7	-7.0 LT
12	STOP AHEAD, W3-1	6+09.7	-7.0 LT
13	STOP AHEAD, W3-1	7+30.3	7.0 RT
14	NO MOTORIZED VEHICLES, R5-3	7+82.8	-7.0 LT
15	STOP SIGN, R1-1	8+03.0	7.0 RT
16	TRAIL CROSSING, W11-15, W11-15P, W16-7P	8+03.8	-8.7 LT
17	STOP SIGN, R1-1	51+24.0	-7.0 LT
18	TRAIL CROSSING, W11-15, W11-15P, W16-7P	51+37.0	7.0 RT
19	NO MOTORIZED VEHICLES, R5-3	51+48.4	6.0 RT
20	STOP AHEAD, W3-1	52+02.8	6.0 RT
21	STOP AHEAD, W3-1	60+87.1	7.0 RT
22	NO MOTORIZED VEHICLES, R5-3	61+10.5	7.0 RT
23	STOP SIGN, R1-1	61+31.6	7.0 RT
24	STOP SIGN, R1-1	61+55.1	-7.0 LT
25	NO MOTORIZED VEHICLES, R5-3	62+03.5	7.0 RT
26	STOP AHEAD, W3-1	62+10.7	7.0 RT
27	STOP AHEAD, W3-1	64+66.3	7.0 RT
28	STOP AHEAD, W3-1	65+66.6	7.0 RT
30	TRAIL CROSSING, W11-15, W11-15P, W16-7P	-0+02.2	-54.0 LT
31	TRAIL CROSSING, W11-15, W11-15P, W16-7P	-0+01.1	-154.0 LT
32	TRAIL CROSSING, W11-15, W11-15P, W16-7P	0+36.1	154.0 RT

Item 12.



ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
CITY OF OELWEIN  
20 2ND AVE SW  
OELWEIN IA 50662

PROJECT AND LOCATION:  
SEGMENT 2 TRAIL IMPROVEMENTS  
OELWEIN, IOWA

DRAWN BY: JGK  
APPROVED BY: JSB  
DATE: MAY 2022  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
ESTIMATED QUANTITIES AND GENERAL NOTES

SET TYPE: BID SET  
G:\C30\21\21-1205 Oelwein Trail Ph. 2\Plans\21-1205 PLANS.dwg, C.01

JOB NUMBER:  
21-1205

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DIVISION 1 – GENERAL PROVISIONS AND COVENANTS

SECTION 1010  
1.03 – DEFINITIONS AND TERMS  
JURISDICTION: The Jurisdiction is the City of Oelwein. Any reference to either shall be considered one in the same.  
SECTION 1020  
1.14 – OPENING OF PROPOSALS  
Only bid totals will be made publicly available at and immediately after the bid opening. An itemized bid tabulation will be made publicly available for interested parties after the project has been awarded by the Owner.  
SECTION 1030  
1.02 – RELEASE OF BID SECURITY  
A. The Jurisdiction shall retain the bid security of the lowest three bidders. The bid securities of the three lowest bidders will be released after the Jurisdiction’s approval of the contract executed by the lowest responsive, responsible bidder.  
SECTION 1040  
1.05 – PLANS  
SUDAS Standard Specifications apply. In addition to section 1040–1.05 the following apply.  
A. Contractor’s bids shall be based on the final Plans and any addendum received.  
B. CAD files or electronic surface information will be available for bidding purposes.  
1.06 – INCREASE OR DECREASE OF WORK  
B. Quantity change, regardless of the percentage increase or decrease of the total bid, shall not affect the unit bid price of that item.  
1.14–MUNICIPAL TERMINATION FOR CONVENIENCE CLAUSE  
The Jurisdiction, by written notice, may terminate this contract, in whole or in part, when it is in the Jurisdiction’s interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be as agreed as follows: a reasonable proration compensating contractor for work performed as determined by the Jurisdiction’s engineer following the notice and procedure outlined herein: After receipt of a Notice of Termination, and except as otherwise directed by the Jurisdiction, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:  
A. Stop work as specified in the notice.  
B. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.  
C. Terminate all subcontracts to the extent they relate to the work terminated.  
D. Assign to the Jurisdiction, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.  
E. With approval or ratification to the extent required by the Jurisdiction, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.  
F. As directed by the Jurisdiction, transfer title and deliver to the Government—  
1. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;  
2. The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.  
G. Complete performance of the work not terminated.  
H. Take any action that may be necessary, or that the Jurisdiction may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Jurisdiction has or may acquire an interest.  
I. Use its best efforts to sell, as directed or authorized by the Jurisdiction, any property of the types referred to in this termination for convenience clause; provided, however, that the Contractor  
1. is not required to extend credit to any purchaser  
2. may acquire the property under the conditions prescribed by, and at prices approved by, the Jurisdiction. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Jurisdiction.  
J. The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Jurisdiction upon written request of the Contractor within this 120–day period.  
K. After termination, the Contractor shall submit a final termination settlement proposal to the Jurisdiction. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Jurisdiction upon written request of the Contractor within this 1–year period. However, if the Jurisdiction determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Jurisdiction Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.  
L. After receipt of the final termination proposal, the proposal will be reviewed by the Jurisdiction’s engineer, and a final determination recommendation by the engineer shall be final and agreed to settlement.  
M. If the termination is partial, the Contractor may file a proposal with the Jurisdiction for an equitable adjustment of the price(s) of the continued portion of the contract. The Jurisdiction shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Jurisdiction.  
SECTION 1050  
1.03 – COOPERATION BY THE CONTRACTOR – SPECIAL ATTENTION TO THIS SECTION IS REQUESTED OF ALL BIDDING CONTRACTORS  
1.10 – LINE AND GRADE STAKES  
A. The Contractor is required to provide minimum of two business days’ notice to the Engineer when requesting stakes.  
1.12 – SALVAGE  
A. Contractor shall salvage all metal items for the Jurisdiction. Any excess soil material shall be taken to the city storage area located in the southwest corner of Woodlawn Cemetery (just west of the cemetery portion of the trail).  
SECTION 1060  
1.04 – STORAGE OF MATERIALS  
City storage area located in the southwest corner of Woodlawn Cemetery may be used as a staging area for storage of equipment and materials for this project. Contractor shall return area to a condition similar to that prior to construction. This includes, but is not limited to: smoothing any ruts, removing all trash and debris, and reseeding any grassed areas that are disturbed. No payment will be made for work or materials required to return staging area to preconstruction condition.  
SECTION 1070  
2.02 – CONVENIENCE AND SAFETY – SPECIAL ATTENTION TO THIS SECTION IS REQUESTED OF ALL BIDDING CONTRACTORS  
C. Work shall be completed in a manner that will cause the least inconvenience and annoyance to the public and property owners abutting the work area and shall provide access to the abutting property to the greatest extent practicable. Contractor shall notify property owners a minimum of 48 hours in advance when access will be restricted to their properties.  
2.05 – EXPLOSIVES  
A. Use: Due to the risk of collateral damage, blasting will not be allowed for this project as part of rock removal activities.  
2.06 – TRAFFIC CONTROL  
A. 3. Traffic Control shall be paid for by lump sum as specified in section 8030 and shall include any and all traffic control used on the Project as outlined in section 8030, including but not limited to flaggers, pilot cars, signs, barricades, safety closures, etc., if necessary. The Contractor shall take full responsibility for Traffic Control and hold both the Jurisdiction and the Jurisdictional Engineer harmless.  
2.13 – BORROW AND WASTE SITES  
A. Contractor shall secure and operate, at its own expense, sites for disposal of class 12 rock excavation, structures, surfacing materials, rubbish and debris.  
3.01 – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND  
B. Products and Completed Operations shall be maintained for the duration of the work; and shall be further maintained for a minimum period of two (2) years after final acceptance and payment.

3.02 – INSURANCE REQUIREMENTS  
C. 2. j. Not Applicable.  
6. Additional Insured Endorsements –  
c. See Section 1070, Part 3.06 for information on all required endorsements which include naming of the Jurisdiction as an additional insured, cancellation and material change endorsement, and Nonwaiver of Governmental Immunity.  
3.05 – PROPERTY INSURANCE – NOT APPLICABLE  
SECTION 1080  
1.01 – SUBLETTING OR ASSIGNMENT OF CONTRACT  
A. The percentage of work to be completed by the contractor is waived on this project due to the types of work required.  
1.02 – CONTRACT TIME  
A. 3. Contractor shall fully complete the project by December 5, 2025, with seeding completed by May 15, 2026.  
SECTION 1090  
1.05 – PROGRESS PAYMENTS  
D. Partial pay estimates shall be submitted by the Contractor to the Engineer by the Thursday following the last Saturday of the month for work completed through the last Saturday of the month.

DIVISION 2 – EARTHWORK

SECTION 2010  
1.03 – SUBMITTALS  
A. The Jurisdictional Engineer hereby requests that all materials to be incorporated into the work have certifications furnished which show that the materials comply with Specifications prior to any construction.  
1.08 – MEASUREMENT AND PAYMENT  
D. 1. Existing topsoil shall be stripped and salvaged with the Class 10 Excavation, no separate payment will be made for topsoil. Topsoil shall not be incorporated into trail subgrade, but may be utilized as fill material outside of the trail and structural footprint. Contractor is to salvage all topsoil for replacement. Adequate topsoil exists currently. No separate payment will be made for importing topsoil if topsoil was exported or wasted.  
E. 1. Estimates of Earthwork for the Project (30% shrinkage factor included) are as follows: Topsoil Strip – 994 CY; Topsoil Replace – 696 CY; Fill Material – 1484 CY; Cut Material – 1406 CY; Total Excavation – 2400 CY; Balance – 220 CY Cut (Excess). Cut volume is calculated to top of proposed subgrade (bottom of crushed stone base). Excess material is to salvaged for the Owner and stockpiled at the southwest corner of the cemetery as directed by the Owner.  
3. e. No additional payment will be made for hauling of salvaged excavated material, as noted in Section 1050, 1.12, as it shall be incidental to Class 10 Excavation.  
3. g. Contractor to complete proof rolling as required in Part 3.06, B. No additional payment will be made for proof rolling, as it shall be incidental to the Excavation bid item.  
G. 3. Includes providing and placing water required to bring subgrade moisture content to within the required limits.  
2.04 – D. 3. Use Modified Subbase for this project.  
3.01 – CLEARING AND GRUBBING  
C. 1. Trees and stumps, including roots to a depth of at least 48 inches below existing ground within 4’ of the trail footprint.  
3.04 – EMBANKMENT CONSTRUCTION  
E. Type A Compaction required for all embankment construction and subgrade preparation.  
3.06 – SUBGRADE PREPARATION  
A. A disk of the size indicated in Section 2010, Part 3.04, C. 4 shall be used to turn and mix all soils in cut or fill sections. Type A Compaction required for all subgrade preparation.

DIVISION 3 – TRENCH AND BACKFILL

SECTION 3010  
1.03 – SUBMITTALS  
B. Results of Standard Proctor and In–Place Density tests will not be required.  
1.08 – MEASUREMENT AND PAYMENT  
F. No payment shall be made for trench compaction testing, when required. Jurisdictional Engineer or Jurisdiction to require compaction testing only if backfill operations are deemed inappropriate or proof rolling over trenches indicates a deficiency.  
3.05 – PIPE BEDDING AND BACKFILL  
Pipe Embedment Requirements for Rigid Gravity Pipe:  
RCP: Class R–1  
RCAP and RCEP: Class R–5  
Pipe Embedment Requirements for Flexible Gravity Pipe:  
DIP: Class F–1  
PVC Truss Pipe and DR18: Class F–2  
CMP, HDPE Single & Dual Wall, PVC Gravity Pipe (SDR 23.5, 26, 35): Class F–3  
Pipe Embedment Requirements for Pressure Pipe:  
DIP: Class P–1  
PVC DR18: Class P–3  
3.07 – DRAINAGE TILE REPAIR  
Contractor shall repair any drainage tile damaged by trenching operations. Damaged drainage tile shall be repaired with Schedule 40 PVC of the same nominal interior diameter as the existing drainage tile. A minimum 2’ length of pipe on each side of the trench shall be placed on undisturbed ground. PVC repair section shall be abutted to existing tile ends with 1/8” maximum joint spacing and joint wrapped with engineering fabric. Trench backfill below tile repair shall be compacted to 95% standard proctor density. Granular pipe envelope will not be required for tile repair. Drainage tiles shall be replaced so that the former gradient and alignment is restored. Contractor shall furnish all materials. Drainage tile repair shall be incidental for all tile repairs with tile crossing trench perpendicular plus or minus 70 degrees to the trench unless otherwise indicated in the Plans or Contract Documents. Repair of tile crossings within 20 degrees of parallel to the trench shall have a separate payment item.

DIVISION 4 – SEWERS AND DRAINS

SECTION 4030  
1.03 – SUBMITTALS  
A. The Jurisdictional Engineer hereby requests that all materials to be incorporated into the work have certifications furnished which show that the materials comply with Specifications prior to any construction.  
1.08 – MEASUREMENT AND PAYMENT  
A. 1. c. Includes tie hardware and tying all pipe and end section joints for all culverts.  
D. Pipe apron guards are not required for this project.  
2.01 – PIPE CULVERTS  
A. 2. All culverts shall be reinforced concrete.

DIVISION 5 – WATER MAINS AND APPURTENANCES

SECTION 5020  
1.08 – MEASUREMENT AND PAYMENT  
999–A. Fire Hydrant Relocation  
1. Measurement: Lump sum item; no measurement will be made.  
2. Payment: Payment will be made at the contract lump sum price.  
3. Includes: Lump Sum price includes, but is not limited to all excavation, labor, equipment, and materials required to shut down water, disconnect existing hydrant, salvage gate valve and hydrant in good condition for relocation, plug tee, place and compact backfill, cut in new hydrant tee (with solid repair sleeves), provide new hydrant lead if necessary, install assembly, provide and place thrust blocks, place and compact backfill. Street repair is a separate bid item.

DIVISION 7 – STREETS & RELATED WORK

SECTION 7010  
1.03 – SUBMITTALS  
All submittals listed in the standard specifications shall be provided.  
D. Certified plant inspection by the Contractor is NOT required on this project.  
Standard Iowa DOT plant report forms shall be completed by the Contractor/Supplier and submitted to the Jurisdictional Engineer weekly. Iowa DOT Standard form 830212 for ready mix concrete (load tickets) shall be completed for each load for collection at the grade.  
1.08 – MEASUREMENT AND PAYMENT  
I. 1. Contractor will not be required to perform Plastic Concrete testing. Air, Slump, Cylinders, and/or Beams to be completed by the Jurisdictional Engineer. Contractor shall provide materials for these tests.  
2. Jurisdictional Engineer reserves the right to require thickness cores if paying operations or edge thickness indicate a thickness deficiency. If cores not required, this bid item will be deleted.  
2.01 – MATERIALS  
D. 1. Class 3 durability ONLY for this project.  
2.02 – MIX DESIGN  
A. 1. Minimum compressive strength shall be 4,500 psi at 28 days. Contractor may use Class M, C–SUD, or CV–SUD mixes, but not additional payment shall be made for these mixes.  
SECTION 7030  
1.08 – MEASUREMENT AND PAYMENT  
H. 1. c. Excavation and subgrade preparation for driveways shall be considered incidental to the driveways. Subgrade preparation for driveways is included under Subgrade Preparation bid item. 6” of Modified Subbase under driveways shall be paid under Subbase bid item. Includes reinforcement where specified. Reinforcement to be #4 coated rebar at 18” both ways.  
3. c. Material shall be Class A crushed stone.  
I. Contractor will not be required to perform Plastic Concrete testing. Air, Slump, Cylinders, and/or Beams to be completed by the Jurisdictional Engineer. Contractor shall provide materials for these tests with no additional payment.  
999–A REMOVAL AND SALVAGE OF DRIVEWAY, CLASS A CRUSHED STONE  
1. Measurement: Measurement will be made in square yards.  
2. Payment: Payment will be made at the unit price per square yard of crushed stone salvaged.  
3. Includes: Unit price includes, but is not limited to removal of usable crushed stone, estimated to be 4” thick, stockpile, and placement as base of new 12” thick Class A for expansion of cemetery drive, just east of proposed bridge.  
2.01 – PORTLAND CEMENT CONCRETE MIX  
A. Class C, 4,500 psi at 28 days compressive strength required.  
2.07 – DETECTABLE WARNINGS  
A. Detectable warnings shall be pre–manufactured panels. Panels shall be uncoated cast iron.  
3.01. E. Maximum 0.5” curb to remain adjacent to detectable warning panels.  
3.04 – PCC RECREATIONAL TRAILS, SIDEWALKS, AND DRIVEWAYS  
F. 2. b. 3. All transverse contraction joints shall be sawed. Joints may be sawed within 12 hours of placement with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawed with a hand–held saw.  
3. b. 2. All longitudinal contraction joints shall be sawed. Joints may be sawed with a 1/8 inch blade to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawed with a hand–held saw.  
5. b. Sealing of expansion and isolation joints is required. Trim preformed joint material to a depth of ½ inch below the concrete surface. Ensure the joint is clean and dry. Install joint sealant per manufacturer’s recommendations.  
SECTION 7040  
A. 3. Patches shall be full depth PCC, one inch thicker than existing total pavement thickness.  
999–A POURED CONCRETE WALL REMOVAL  
1. Measurement: Lump sum item; no measurement will be made.  
2. Payment: Payment will be made at the contract lump sum price.  
3. Includes: Lump Sum price includes, but is not limited to all excavation, labor, equipment, and materials required to remove and dispose of the concrete retaining wall as indicated on the plans, located at 403 W. Charles Street.

DIVISION 8 – TRAFFIC CONTROL

SECTION 8040  
1.08 – MEASUREMENT AND PAYMENT  
A. 3. Includes providing and placing new breakaway steel sign post

DIVISION 9 – SITE WORK & LANDSCAPING

SECTION 9010  
1.02 – DESCRIPTION OF WORK  
Completed installation shall include preparation of the seedbed, furnishing and installing seed, fertilizer and mulch, maintenance, and guarantee for completed seeded areas.  
1.07 – SPECIAL REQUIREMENTS  
A. Warranty is required and is incidental to the seeding bid item. No separate bid item is allowed. Warranty is for only permanent seeding within the dates for each variety specified per Section 9010, 2.02.  
B. Warranty period is two full years from acceptance.  
1.08 – MEASUREMENT AND PAYMENT  
A. 1. Seeding for a completed installation shall be measured in acres, of accepted seeding within the contract or easement limits. Seeding item includes supplying and applying proper seed, fertilizer, and mulch. Different payment for method of application will not be allowed. At the Contractor’s option, Hydraulic or Pneumatic Seeding may be used, but will not be paid separately.  
2. Fertilizing shall be incidental to the seeding bid item and will not be paid separately.  
3. Mulching shall be incidental to the seeding bid item and will not be paid separately.  
E. Warranty for seeding, fertilizing, and mulching is required but is incidental to the seeding bid item. Warranty period shall be for two full years from the date of acceptance. No separate bid item is allowed.  
2.02 – SEED MIXTURES  
All permanent seeding shall be Type 1 (Permanent Lawn Mixture).  
3.08 – RE–SEEDING  
A. When all work related to seeding on an area has been completed but is washed out or damaged prior to final acceptance of the seeding area, the area shall be reseeded, refertilized, and remulched without additional compensation.  
3.10 – ACCEPTANCE AND WARRANTY  
B. 1. Required but incidental to the seeding bid item and shall not be paid separately.  
2. The warranty period is twenty–four months beginning on the date of acceptance.  
3.13 – RIP RAP  
Install Class E rip rap as shown on Figures 9040.110 and 9040.111. Place rip rap on engineering fabric. Engineering fabric is incidental to rip rap bid item.  
SECTION 9999  
1.08 – MEASUREMENT AND PAYMENT  
A. BOLLARD, 6” DIA. STEEL, REMOVABLE  
1. Measurement: Each bollard installed will be counted.  
2. Payment: Payment will be at the unit price for each bollard that is installed.  
3. Includes: Unit price includes, but is not limited to, labor, equipment, and materials necessary to complete the installation of the bollard in accordance with the suppliers recommendation for PCC foundation for base embedment, including addition PCC for foundation.  
2.01 – BOLLARD, 6” DIA. STEEL, REMOVABLE  
A. Bollard shall be 6” internal diameter carbon steel, removable with 36” above ground, 12” below ground, dome top, schedule 40, powdercoated yellow. Bollard shall be Source4industries, SKU RPCS6040+ESV60, or approved equal. Owner to provide lock.

Item 12.



ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
CITY OF OELWEIN  
20 2ND AVE SW  
OELWEIN IA 50662

PROJECT AND LOCATION:  
SEGMENT 2 TRAIL IMPROVEMENTS  
OELWEIN, IOWA

DRAWN BY: JGK  
APPROVED BY: JSB  
DATE: MAY 2022  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
SUPPLEMENTAL SPECIFICATIONS

SET TYPE: BID SET

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JOB NUMBER:  
21–1205

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IDOT ITEMS SUPPLEMENTAL SPECIFICATIONS

Construction shall be in accordance with the current version of Iowa DOT Standard Specifications for Highway and Bridge Construction.

DIVISION 24 -- STRUCTURES

SECTION 2429

Additional Requirements:

Bridge shall be 40' span x 8' clear width weathering steel Keystone Continental Truss Bridge (underhung) with 3" x 12" treated wood decking, horizontal tube safety railing, steel toe/rub rail, bearing plates/pads and steel cover plates at the ends of the bridge. Bridge shall be designed for AASHTO LRFD, 90 psf live load, 35 psf wind load, and 10,000 lb. vehicle load.  
Supplier contact is: Contech Engineered Solutions LLC, Jake Vogel, ph. 612-352-7944, [jake.vogel@conteches.com](mailto:jake.vogel@conteches.com)

Other models or suppliers are not allowed for this project.

Precast Express Abutments, provided by Contech Engineered Solutions LLC, are expected to be of the following dimensions: 6' tall (with additional 1' wall extension on sides and back) x 5' wide x 12.4' long. Contractor is responsible for placing approximately 10.9 CY of 4,000 psi PCC as abutment infill. Sizing will be verified with Contech final design. Coordinate with Contech for other work that may be required. Includes 6"x6"x1/2" steel angle on each abutment for approach support, refer to plan detail.

Construction shall be in accordance with all notes and specifications on the construction plans and shop drawings provided by the bridge supplier. Bridge members are fabricated from high strength, low alloy, enhance atmospheric corrosion resistant ASTM cold-formed welded square and rectangular tubing, and ASTM A588, ASTM A709-50W plate and structural shapes.

Bridge Deck material to be treated Douglas Fir Wood Decking.  
Minimum material thickness of 3/4" on all structural members.  
All foundation work is included.

Item 12.

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS

IOWA

WISCONSIN

OWNER/DEVELOPER:

CITY OF OELWEIN  
20 2ND AVE SW  
OELWEIN IA 50662

PROJECT AND LOCATION:

SEGMENT 2 TRAIL IMPROVEMENTS  
OELWEIN, IOWA

DRAWN BY: JGK  
APPROVED BY: JSB  
DATE: MAY 2022  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:

SUPPLEMENTAL SPECIFICATIONS

SET TYPE: BID SET

G:\C30\21\21-1205 Oelwein Trail Ph. 2\Plans\21-1205 PLANS.dwg, C.03

JOB NUMBER:

21-1205

SHEET

66

PLOT DATE: 5/7/25 © 2025 FEHR GRAHAM



I. GENERAL INFORMATION

PROJECT LOCATION

THE SITE IS LOCATED ON THE WEST SIDE OF OELWEIN, NORTH OF WEST CHARLES STREET, INCLUDING DRIVES IN THE CEMETERY, AND STREETS INCLUDING PARTS OF 6TH AVENUE NW, 5TH AVENUE NW, AND 1ST STREET NW.

OWNER

CITY OF OELWEIN

EXISTING SITE CONDITIONS

THE SITE CONSISTS OF EXISTING RESIDENTIAL STREETS & HOUSING AND EXISTING CEMETERY DRIVES.

PROJECT DESCRIPTION & ACTIVITIES

PROJECT CONSISTS OF CONSTRUCTING A NEW 8' WIDE PCC TRAIL, NEW STORM CULVERT AND DRAINAGE IMPROVEMENTS, NEW PEDESTRIAN BRIDGE.

EARTH DISTURBING ACTIVITIES INCLUDE THE FOLLOWING: REGRADING FOR NEW TRAIL ALIGNMENT PROFILE, REGRADING OF DRAINAGE CHANNELS FOR IMPROVEMENT, REGRADING FOR AND INSTALLATION OF STORM IMPROVEMENTS.

PROJECT AREA, SOIL TYPES & RUNOFF COEFFICIENT

PROJECT AREA: 1.8 ACRES  
DISTURBED AREA: 1.8 ACRES  
SOIL TYPES: SITE CONSISTS MAINLY OF CLYDE–FLOYD CLASS C/D, CRESCO LOAM CLASS C, PROTIVIN LOAM CLASS C/D, WAPSIE LOAM CLASS B.  
POST–CONSTRUCTION RUNOFF COEFFICIENT: **0.35**

RECEIVING WATERS

OVERLAND FLOW TO CITY STORM SEWER TO UNNAMED WATERWAY TO OTTER CREEK.

II. CONTROLS

THE FOLLOWING CONTROLS SHALL BE IMPLEMENTED ON THE SITE TO REDUCE THE EROSION AND SEDIMENTS FROM LEAVING THIS SITE. ALL CO–PERMITTEES SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MANAGEMENT OF THESE EROSION, SEDIMENT, AND STORM WATER MANAGEMENT CONTROL MEASURES SPECIFIED HEREIN. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION (2025) OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS). MODIFICATIONS MAY BE MADE AND ADDITIONAL ITEMS AND/OR WORK REQUIRED AS PART OF THIS PLAN AS WORK PROGRESSES AS DETERMINED BY THE OWNER, ENGINEER, CO–PERMITTEES, OR OTHER GOVERNMENTALLY REGULATED AGENCIES AFTER FIELD INSPECTION.

TEMPORARY EROSION CONTROL

1. NOT DISTURBING THE NATURAL GROUND UNTIL ACTUAL CONSTRUCTION BEGINS
2. STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR 14 CALENDAR DAYS. IN DROUGHT STRICKEN AREAS AND AREAS THAT HAVE RECENTLY RECEIVED SUCH HIGH AMOUNTS OF RAIN THAT SEEDING WITH FIELD EQUIPMENT IS IMPOSSIBLE AND INITIATING VEGETATIVE STABILIZATION IS INFEASIBLE, ALTERNATIVE STABILIZATION MEASURES MUST BE EMPLOYED AS SPECIFIED BY THE REGULATORY AGENCY. IN LIMITED CIRCUMSTANCES, STABILIZATION MAY NOT BE REQUIRED IF THE INTENDED FUNCTION OF A SPECIFIC AREA OF THE SITE NECESSITATES THAT IT REMAIN UNDISTURBED.
3. PLACE STONE SUBBASE ON AREAS TO BE PAVED AS SOON AS POSSIBLE AFTER GRADING
4. PLACE MULCH ON SLOPES AS REQUIRED TO PREVENT EROSION AND AID IN ESTABLISHING VEGETATION
5. PLACE RECP AS INDICATED ON PLANS

PERMANENT EROSION CONTROLS

1. ESTABLISH VEGETATION ON ALL UNSURFACED DISTURBED AREAS
2. STABILIZE SURFACED AREAS
3. PLACE RIPRAP AROUND BRIDGE OPENING AS INDICATED ON PLANS

TEMPORARY SEDIMENT CONTROLS

1. INSTALL SILT FENCE AROUND INTAKES – UNTIL STONE BASE IS PLACED
2. INSTALL SILT FENCE ALONG DITCHES AND SWALES
3. INSTALL SILT FENCE AT CULVERT INLETS AT THE PROJECT BOUNDARIES
4. NOT DISTURBING EXISTING VEGETATION UNTIL NECESSARY
5. INSTALLATION OF EROSION CONTROL DEVICES IN ACCORDANCE WITH SECTION 9040 OF SUDAS
6. STABILIZED CONSTRUCTION ENTRANCE.

PERMANENT SEDIMENT CONTROLS

1. ESTABLISH VEGETATION IN ALL DITCHES AND SWALES
2. ESTABLISH VEGETATION AT PERIMETER OF PROJECT.

TRACKING

STABILIZED, TEMPORARY CONSTRUCTION ENTRANCES SHALL BE INSTALLED AS NEEDED BY THE CONTRACTOR TO PREVENT TRACKING OF EXCESS DIRT, MUD, AND ROCK ONTO ADJACENT ROADS AND STREETS. ANY TRACKING THAT OCCURS SHALL BE CLEANED AS NECESSARY.

DUST CONTROL

FUGITIVE DUST SHALL BE CONTROLLED BY WATERING THE GRADE OR OTHER MEANS AS APPROVED BY THE ENGINEER IN ACCORDANCE WITH SECTION 9040 OF SUDAS.

III. MAINTENANCE

THE PRIMARY CONTRACTOR SHALL MAINTAIN ANY TEMPORARY AND PERMANENT CONTROL MEASURES. THIS INCLUDES CLEANING, REPAIR, OR REPLACEMENT OF SILT FENCES, AND RESEEDING THROUGHOUT THE CONSTRUCTION PERIOD. SILT FENCE SHALL BE CLEANED WHEN FILLED TO HALF CAPACITY OR MORE TO PREVENT FAILURE.

IV. INSPECTIONS

THE PROJECT SHALL BE INSPECTED BY A DESIGNATED REPRESENTATIVE OF THE CONTRACTOR EVERY SEVEN CALENDAR DAYS. SILT FENCES WILL BE INSPECTED FOR DEPTH OF SEDIMENT AND OVERALL QUALITY AND EFFECTIVENESS. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH. AN INSPECTION REPORT SHALL BE COMPLETED AFTER EACH INSPECTION. THIS PLAN MAY BE REVISED AND UPDATED UPON CONCLUSIONS DERIVED FROM INSPECTIONS, AND THE PRIMARY CONTRACTOR SHALL BE NOTIFIED AND SHALL IMPLEMENT ALL REVISIONS AND UPDATES AS SOON AS PRACTICAL BUT NOT MORE THAN 7 DAYS AFTER NOTIFICATION.

V. NON–STORM WATER DISCHARGES

IOWA DEPARTMENT OF NATURAL RESOURCES ALLOWS THE FOLLOWING NON–STORM WATER DISCHARGES UNDER THE CONDITION THAT NO POLLUTANTS ARE ALLOWED TO COME IN CONTACT WITH THE WATER PRIOR TO OR AFTER IT IS DISCHARGED FROM THE SITE:

1. UNCONTAMINATED GROUNDWATER FROM DEWATERING EXCAVATION
2. POTABLE WATER FROM WATERLINE FLUSHING OR IRRIGATION
3. WASH WATER FROM EQUIPMENT, BUILDINGS, AND/OR VEHICLES EXCLUDING DETERGENTS PAVEMENT WASH WATER WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED
4. AIR CONDITIONING CONDENSATE
5. SPRINGS

EROSION CONTROL MEASURES SHALL BE TAKEN TO REDUCE OR ELIMINATE THE SOURCES OF NON–STORM WATER DISCHARGES THAT ARE COMBINED WITH STORM WATER DISCHARGES FROM THE CONSTRUCTION SITE.

ALL CONCRETE TRUCKS MUST WASH OUT @ THE REDI–MIX PLANT IN A CONTAINMENT AREA. NO WASHOUT ON SITE OR ADJACENT PROPERTY WILL BE ALLOWED.

VI. SPILL PREVENTION

THE FOLLOWING IS A LIST OF POSSIBLE MATERIALS THAT MAY BE ON SITE DURING CONSTRUCTION ACTIVITIES:

1. CONCRETE
2. CONCRETE CURING COMPOUND
3. DETERGENTS
4. TAR
5. FERTILIZERS
6. PETROLEUM BASED PRODUCTS
7. SOLVENTS
8. PAINTS
9. ADHESIVES
10. FUELS
11. LUBRICANTS

TO PREVENT OR MINIMIZE THE RISK OF SPILLS OR ACCIDENTAL EXPOSURE OF MATERIALS TO STORM WATER, THE CO–PERMITTEES SHALL MAKE A GOOD FAITH EFFORT TO STORE ONLY THE PRODUCTS NECESSARY AND ONLY ENOUGH OF THE PRODUCTS NECESSARY TO DO THE JOB. ALL MATERIALS SHALL BE STORED IN APPROPRIATE, LABELED CONTAINERS, AND WHENEVER POSSIBLE, THE ORIGINAL MANUFACTURER’S PACKAGING AND LABELS.

A LIST OF ANY MATERIALS ON SITE THAT ARE NOT LISTED HERE SHALL BE PROVIDED BY THE CO–PERMITTEE SUPPLYING AND USING THOSE MATERIALS, AS WELL AS A SPECIFIC PLAN TO MINIMIZE THE RISK OF SPILLS OR EXPOSURE TO STORM WATER DISCHARGES. IF CERTIFICATION IS REQUIRED TO HANDLE CERTAIN MATERIALS, A LIST OF INDIVIDUALS WITH THE PROPER CERTIFICATIONS AND THEIR CONTACT INFORMATION SHALL BE READILY AVAILABLE ON SITE AT ALL TIMES WHILE THOSE MATERIALS ARE PRESENT.

IN THE EVENT OF A SPILL, ALL CONTAMINATED SOIL, WATER, OR OTHER MATERIALS SHALL BE CLEANED OR DISPOSED OF IMMEDIATELY AFTER DISCOVERY. PERSONNEL SHALL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH CONTAMINATES. SPILLS OF HAZARDOUS OR TOXIC MATERIAL SHALL BE REPORTED TO THE APPROPRIATE GOVERNMENTAL AGENCY AND TO THE OWNER AND PRIMARY CONTRACTOR, REGARDLESS OF SIZE.

VII. WASTE DISPOSAL

MATERIALS

EXCESS MATERIAL AND ALL CONTAINERS SHALL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURER’S RECOMMENDATIONS AND LOCAL, STATE, AND FEDERAL REGULATIONS. SOLID WASTE SHALL BE DISPOSED OF INTO A DUMPSTER OR OTHER SOLID WASTE CONTAINER THAT WILL BE EMPTIED WEEKLY OR MORE OFTEN AS NECESSARY. NO CONSTRUCTION MATERIALS WILL BE BURIED ON SITE OR IN AN UNAPPROVED LANDFILL. SOLID WASTE CONTAINERS SHALL BE PLACED IN AN AREA WHERE CONTACT WITH STORM WATER DISCHARGE IS MINIMAL.

SANITARY WASTE

A PORTABLE RESTROOM FACILITY SHALL BE LOCATED ON SITE AT ALL TIMES UNLESS AN APPROVED EQUAL IS ALLOWED. THIS FACILITY SHALL BE LOCATED IN AN AREA WHERE CONTACT WITH STORM WATER DISCHARGE IS MINIMAL. AN APPROVED SANITARY WASTE MANAGEMENT CONTRACTOR SHALL COLLECT ALL SANITARY WASTE FROM THE PORTABLE UNITS.

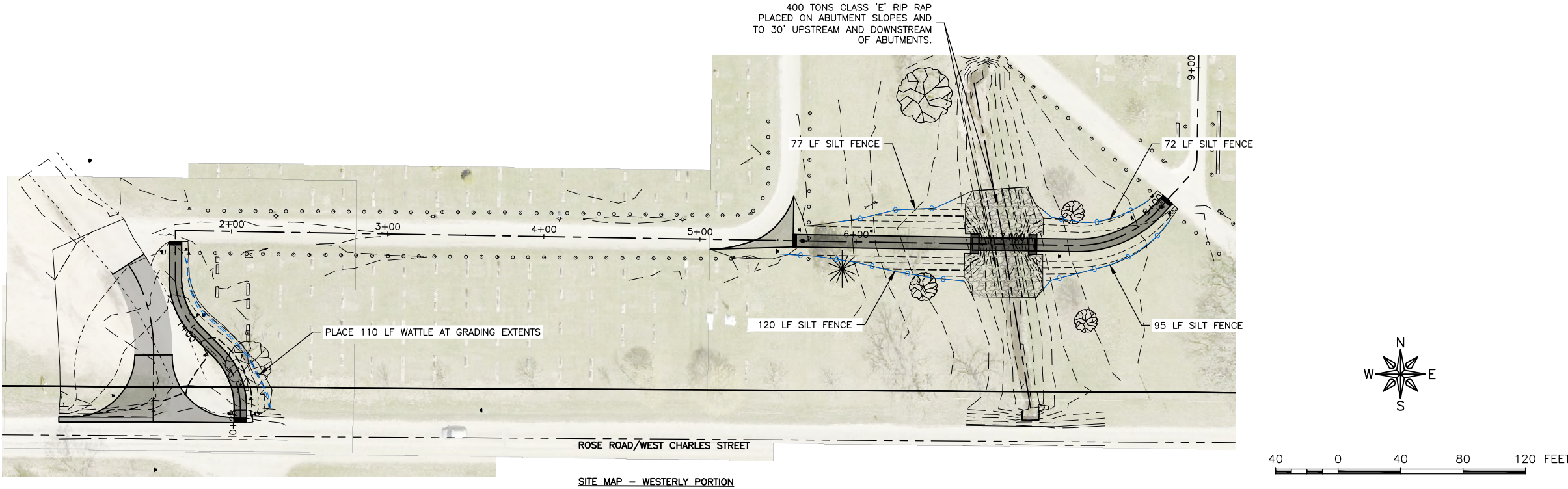
VIII. UPDATES & REVISIONS

THIS SWPPP SHALL BE UPDATED AND REVISED AS NECESSARY, AND DOCUMENTATION OF ALL UPDATES AND REVISIONS IS REQUIRED. THE DOCUMENTATION SHALL BE KEPT ON SITE WITH THE SWPPP

IX. NOTICES AND FORMS

THE FOLLOWING ARE CONSIDERED AS A PART OF THE OVERALL STORM WATER POLLUTION PREVENTION PLAN.

1. PUBLIC NOTICE OF STORM WATER DISCHARGE
2. NOTICE OF INTENT
3. SWPPP CERTIFICATION BY OWNER
4. SWPPP CERTIFICATION BY CO–PERMITTEES
5. INSPECTION AND MAINTENANCE FORM



OWNER/DEVELOPER:

CITY OF OELWEIN  
20 2ND AVE SW  
OELWEIN IA, 50662

PROJECT AND LOCATION:

TRAIL SEGEMENT 2 IMPROVEMENTS  
OELWEIN, IOWA

DRAWN BY: JGK  
APPROVED BY: JSB  
DATE: MAY 2025  
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:

STORM WATER POLLUTION PREVENTION PLAN  
– WESTERLY PORTION

SET TYPE: BID SET

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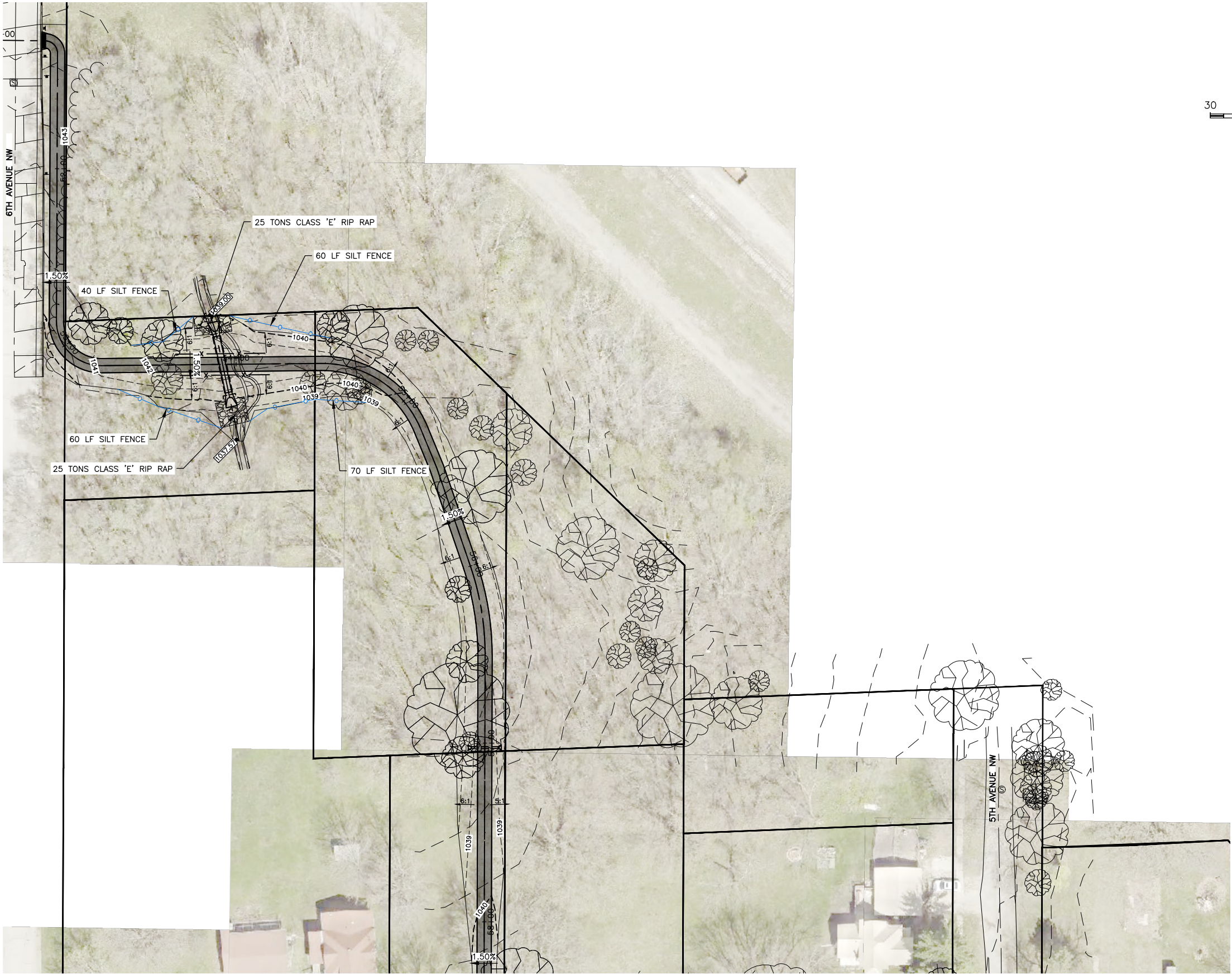
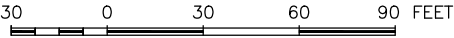
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21-1205

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SEE SHEET C.06

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
CITY OF OELWEIN  
20 2ND AVE SW  
OELWEIN IA, 50662

PROJECT AND LOCATION:  
TRAIL SEGEMENT 2 IMPROVEMENTS  
OELWEIN, IOWA

DRAWN BY: JGK  
APPROVED BY: JSB  
DATE: MAY 2025  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
STORM WATER POLLUTION PREVENTION PLAN  
- EASTERLY PORTION

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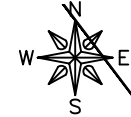
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JOB NUMBER:  
21-1205

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Item 12.

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
CITY OF OELWEIN  
20 2ND AVE SW  
OELWEIN IA, 50662

PROJECT AND LOCATION:  
TRAIL SEGEMENT 2 IMPROVEMENTS  
OELWEIN, IOWA

DRAWN BY: JGK  
APPROVED BY: JSB  
DATE: MAY 2025  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
STORM WATER POLLUTION PREVENTION PLAN  
- EASTERLY PORTION

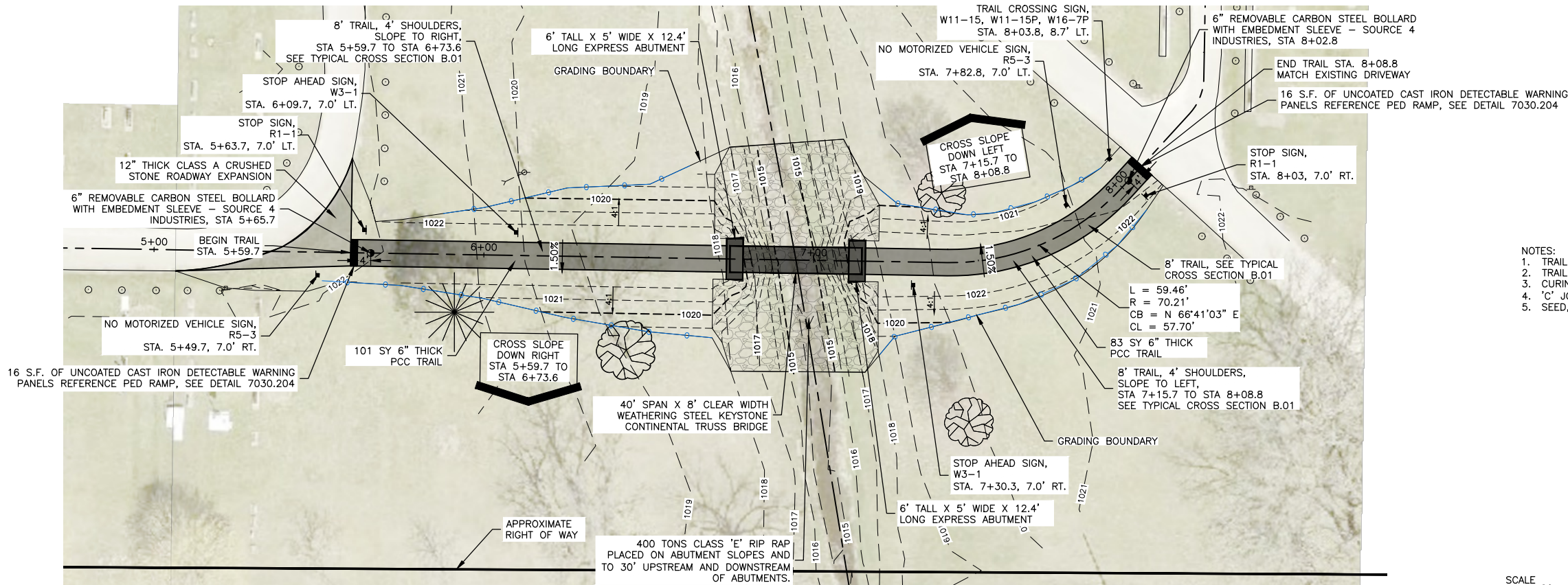
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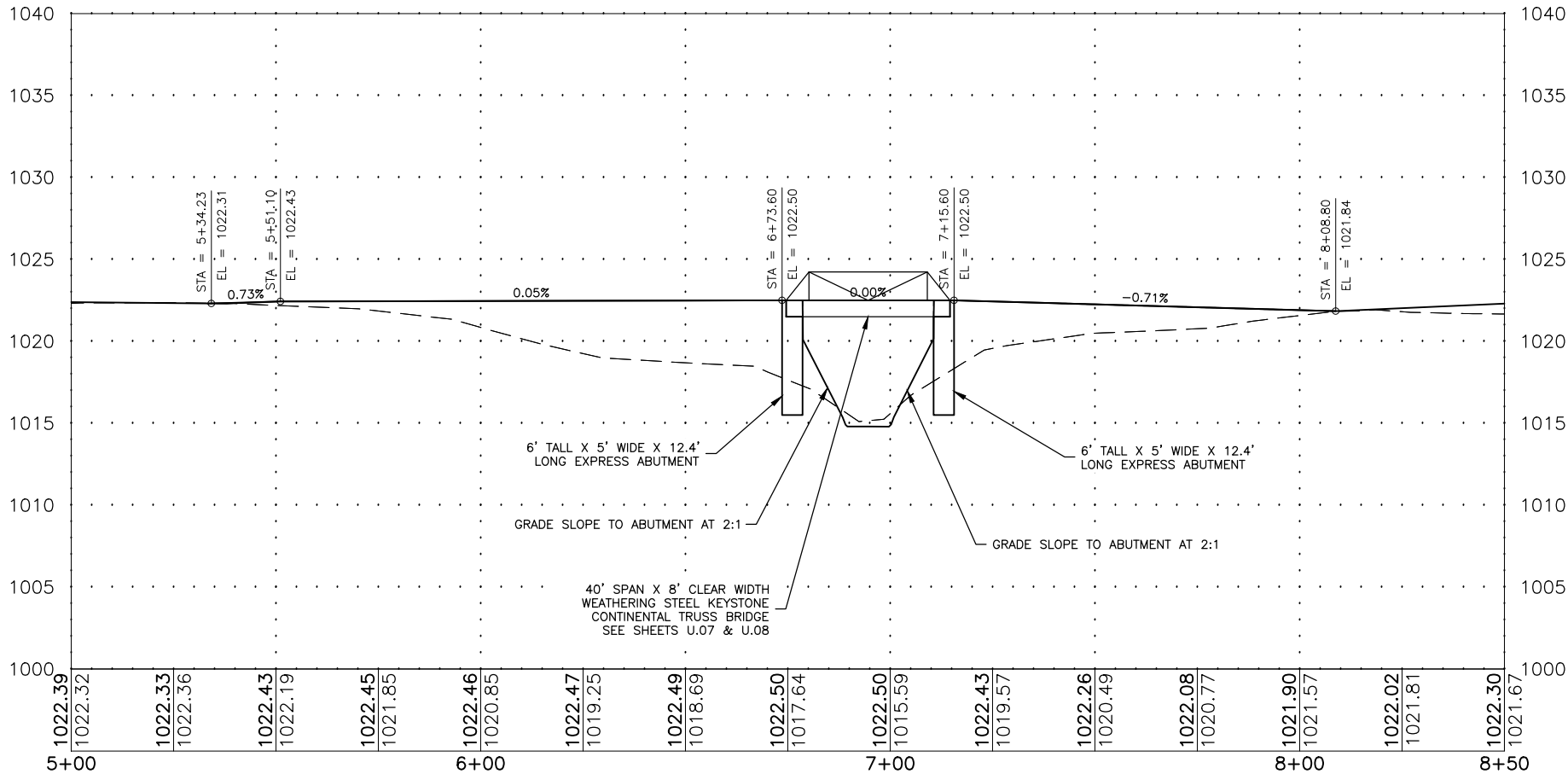
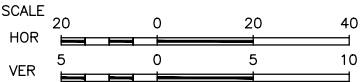
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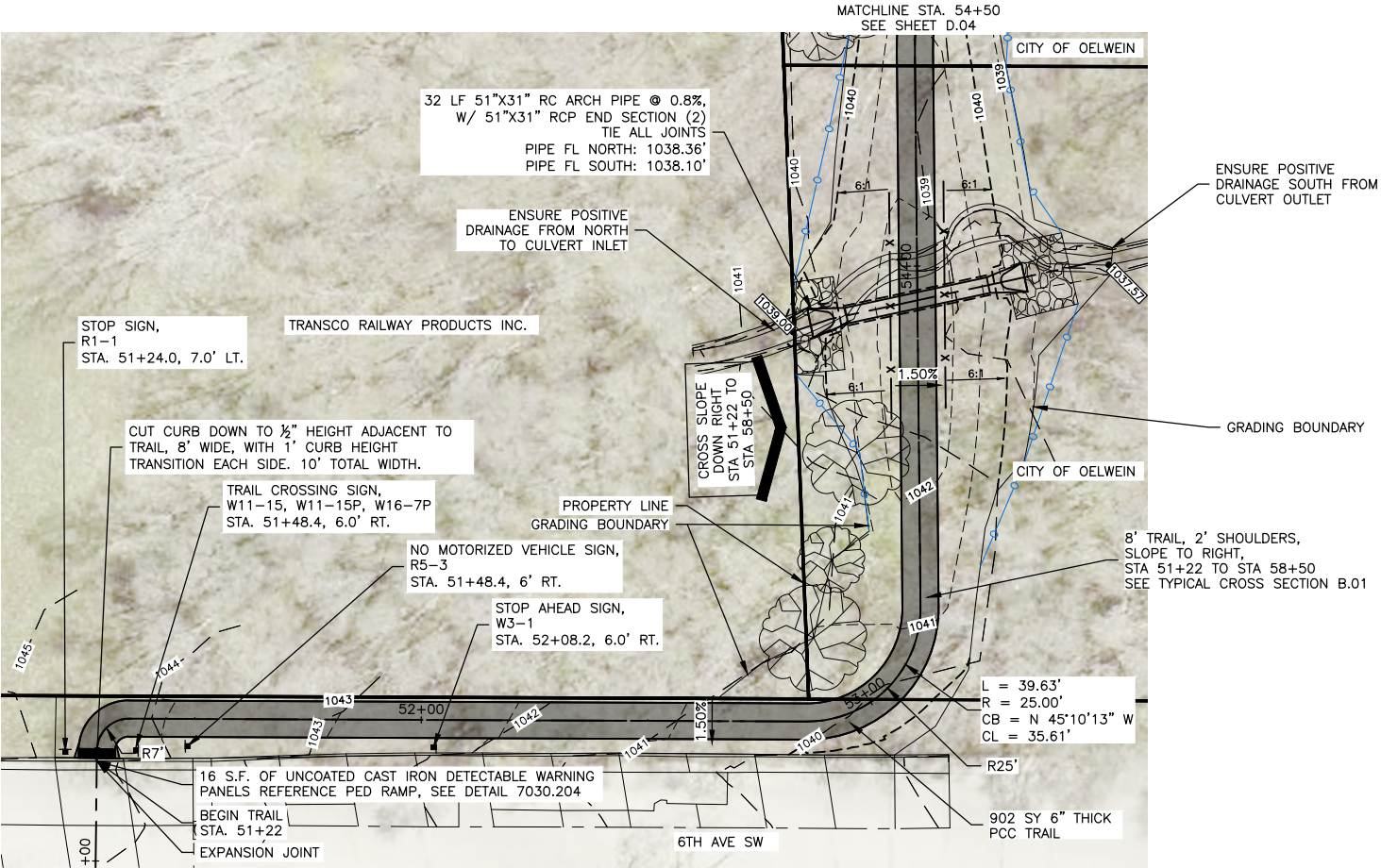


- NOTES:
1. TRAIL ALIGNMENT IS ON CENTER OF TRAIL.
  2. TRAIL SLOPES TO INSIDE OF CURVE, TYPICAL.
  3. CURING COMPOUND REQUIRED.
  4. 'C' JOINT AT 8' SPACING.
  5. SEED, FERTILIZE, AND MULCH ALL DISTURBED AREAS.

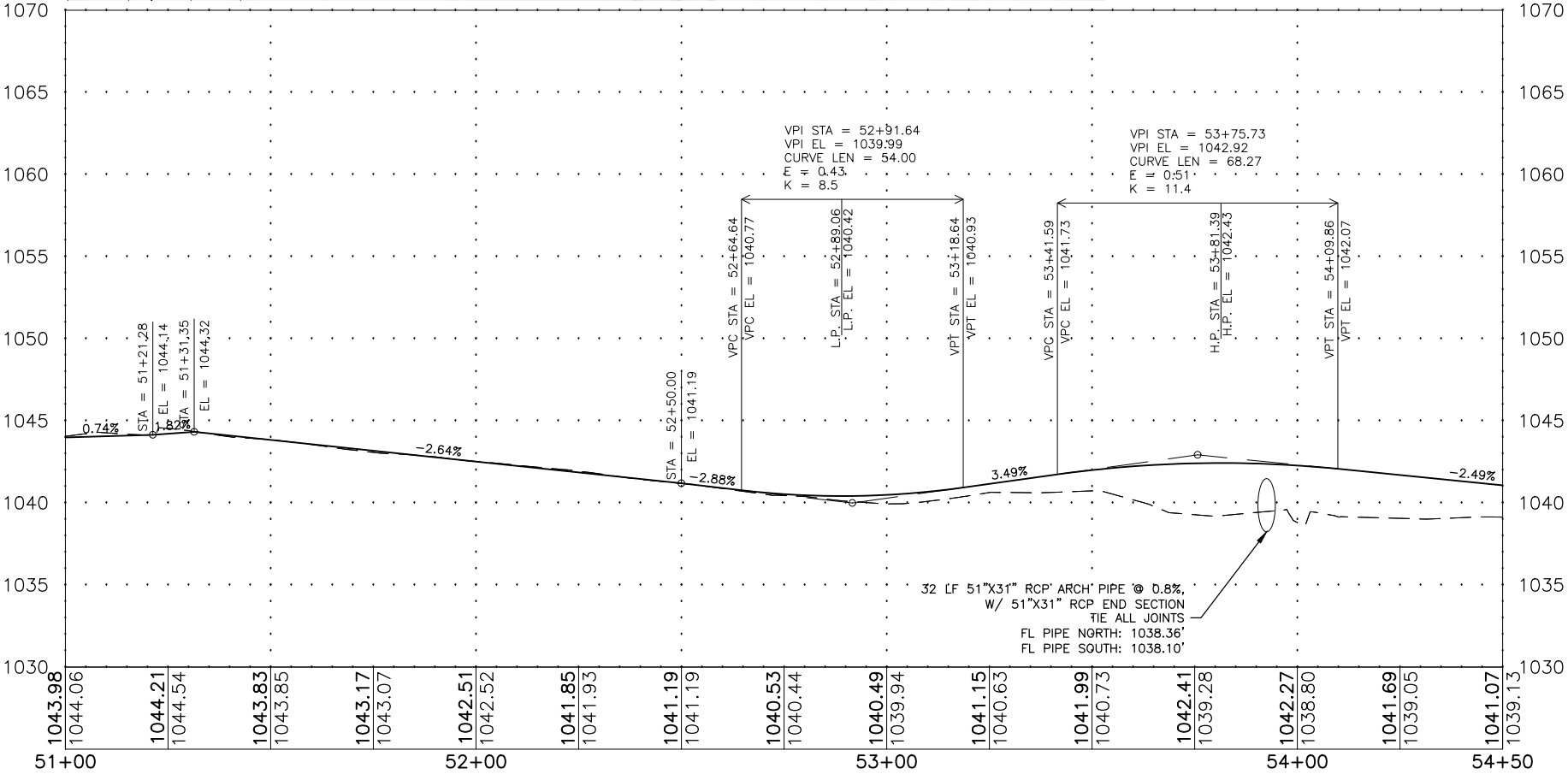
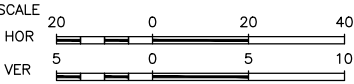


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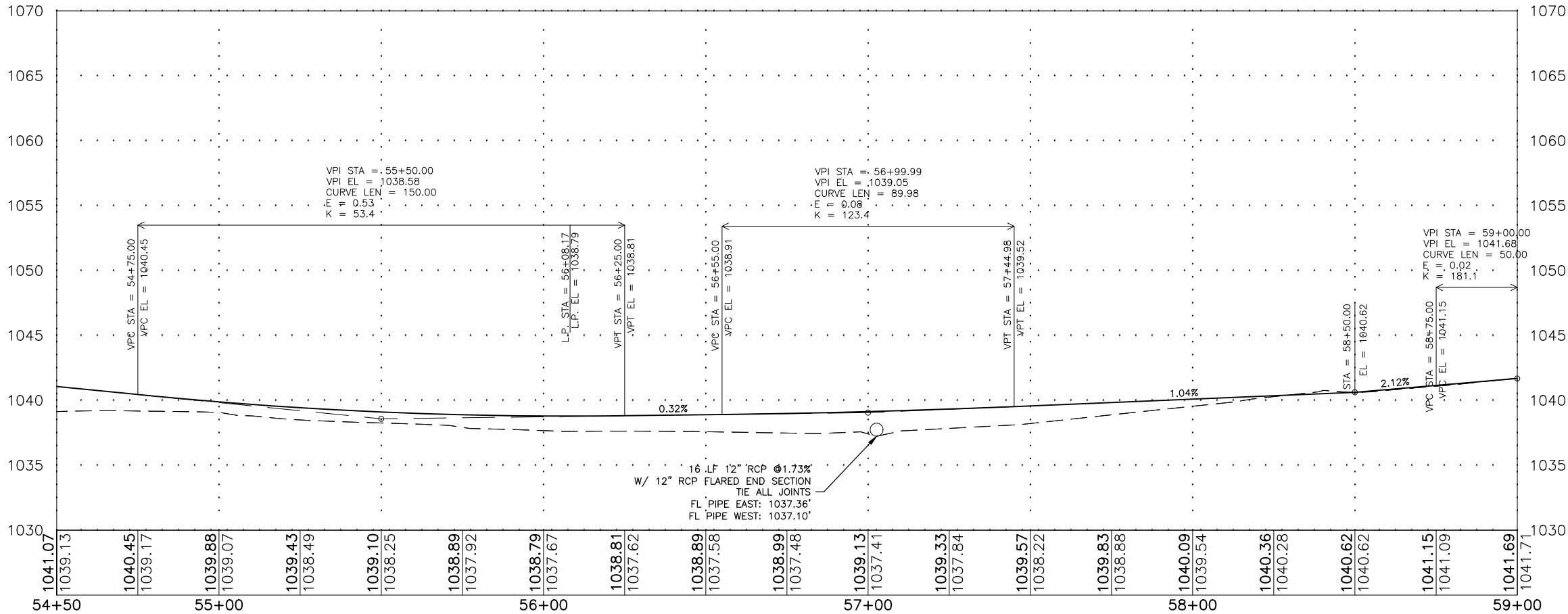
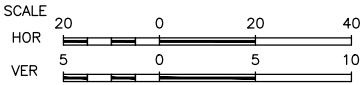
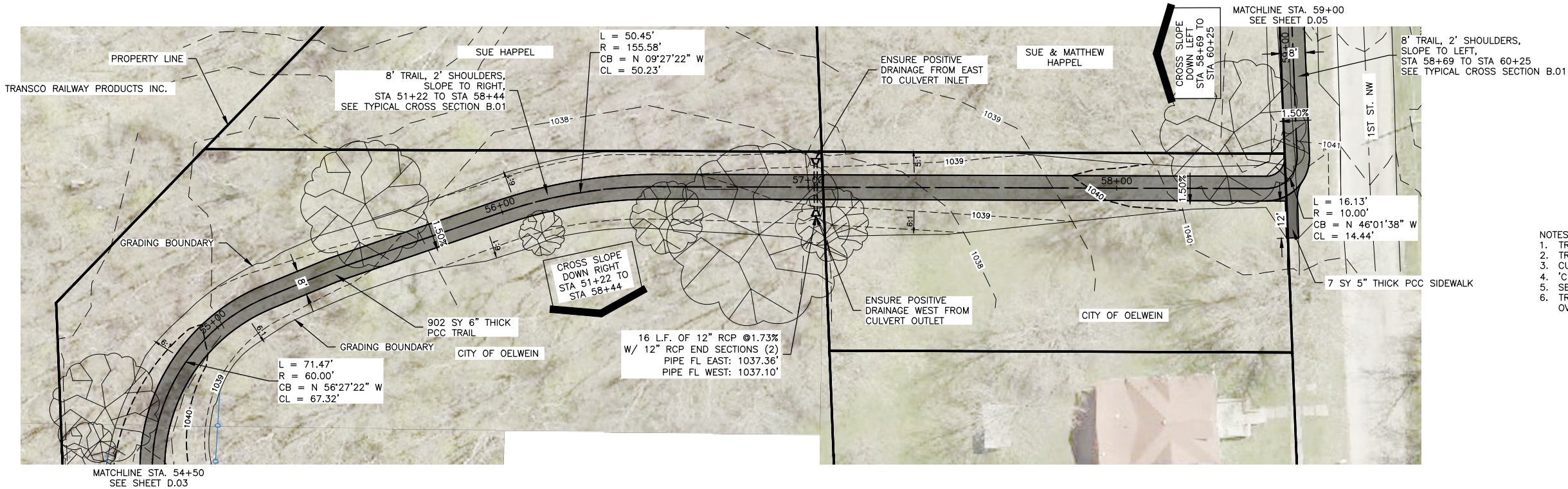




- NOTES:
1. TRAIL ALIGNMENT IS ON CENTER OF TRAIL.
  2. TRAIL SLOPES TO INSIDE OF CURVE, TYPICAL.
  3. CURING COMPOUND REQUIRED.
  4. 'C' JOINT AT 8' SPACING.
  5. SEED, FERTILIZE, AND MULCH ALL DISTURBED AREAS.
  6. 'E' JOINT AT TRAIL INTERSECTION WITH STREET, SEAL 'E' JOINTS.

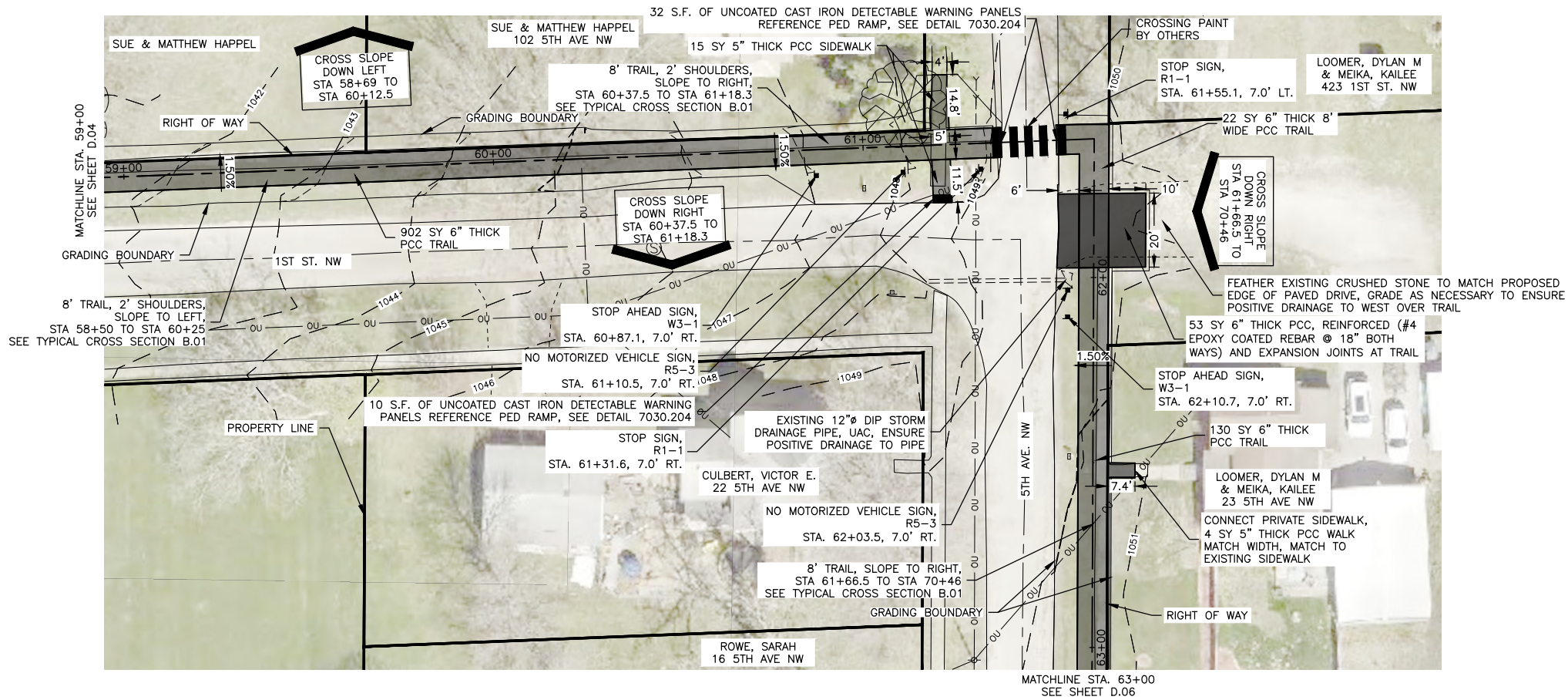


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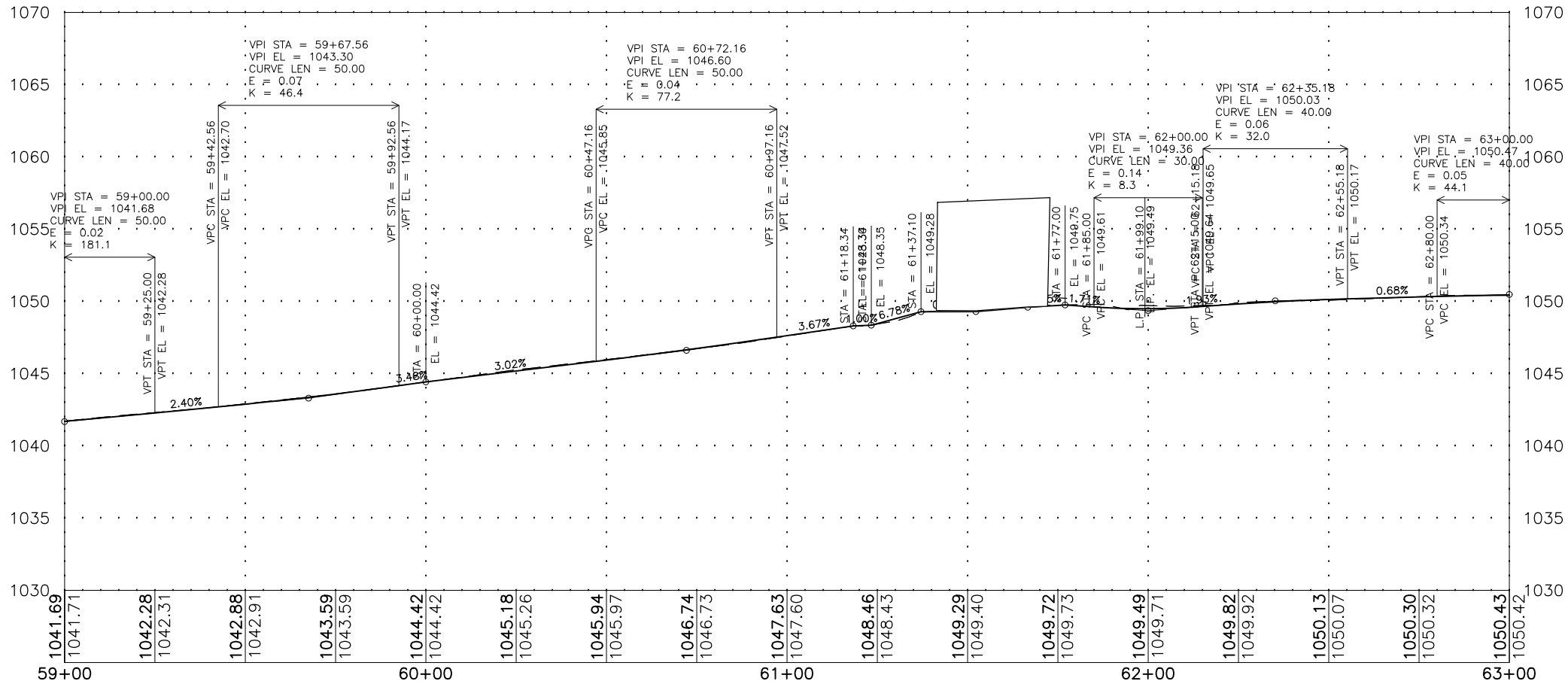
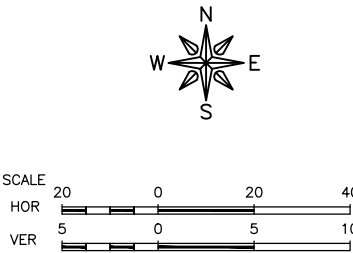


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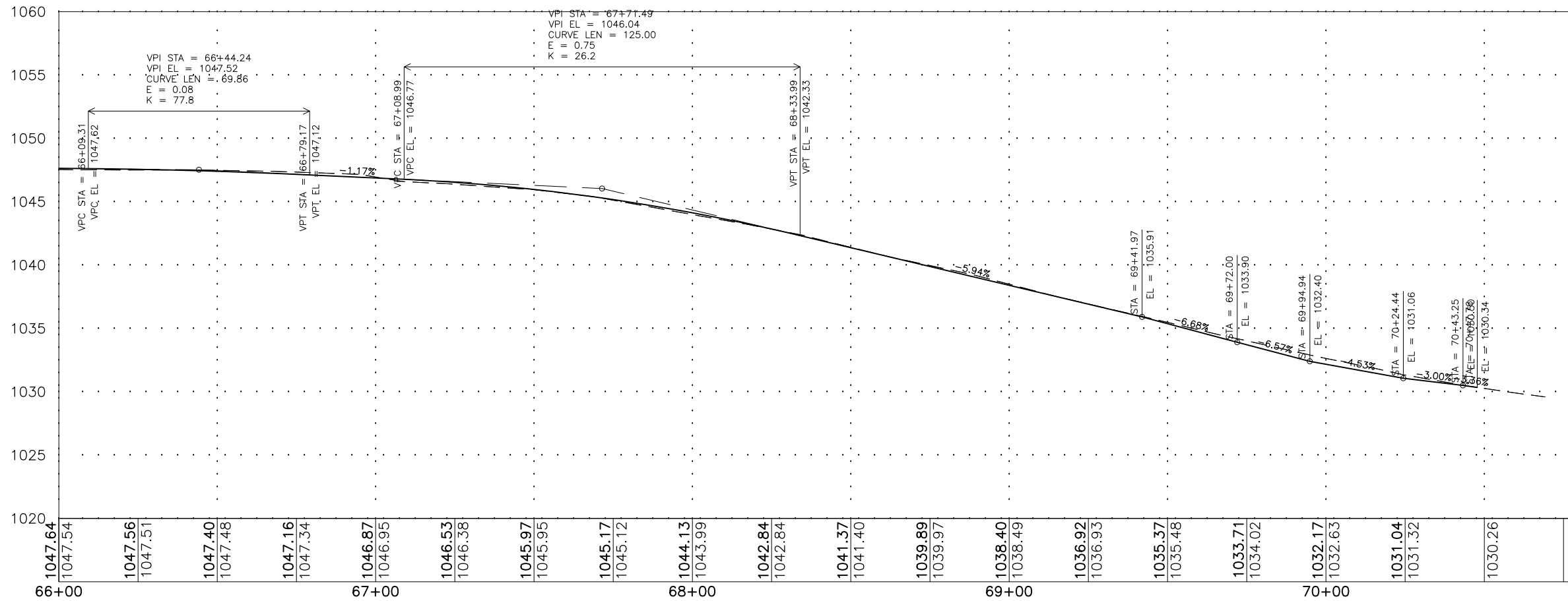
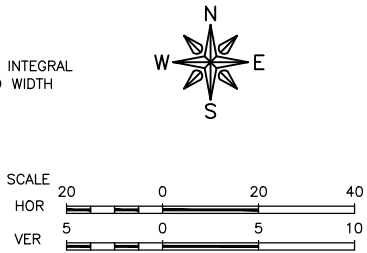
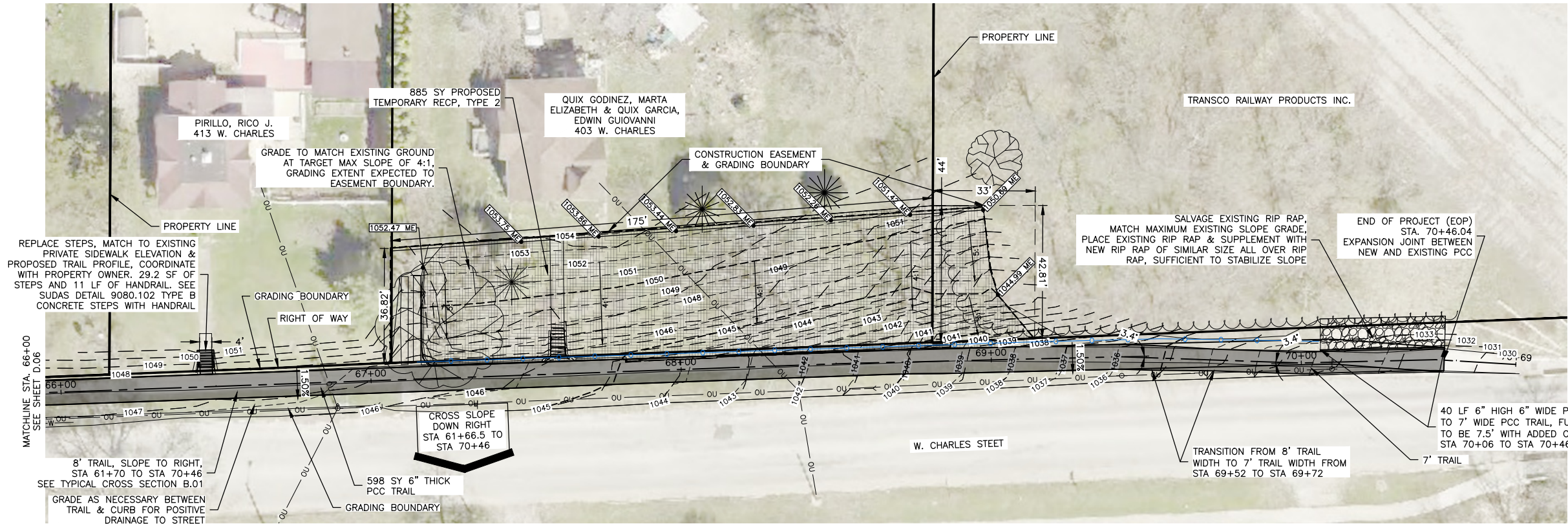
- NOTES:
1. TRAIL ALIGNMENT IS ON CENTER OF TRAIL.
  2. TRAIL SLOPES TO STREET, TYPICAL.
  3. CURING COMPOUND REQUIRED.
  4. 'C' JOINT AT 8' SPACING.
  5. SEED, FERTILIZE, AND MULCH ALL DISTURBED AREAS.
  6. SEAL 'E' JOINTS.
  7. TRANSITION BETWEEN TRAIL CROSS SLOPE DIRECTIONS OVER 25 FEET



REVISIONS		
REV. NO.	DESCRIPTION	DATE

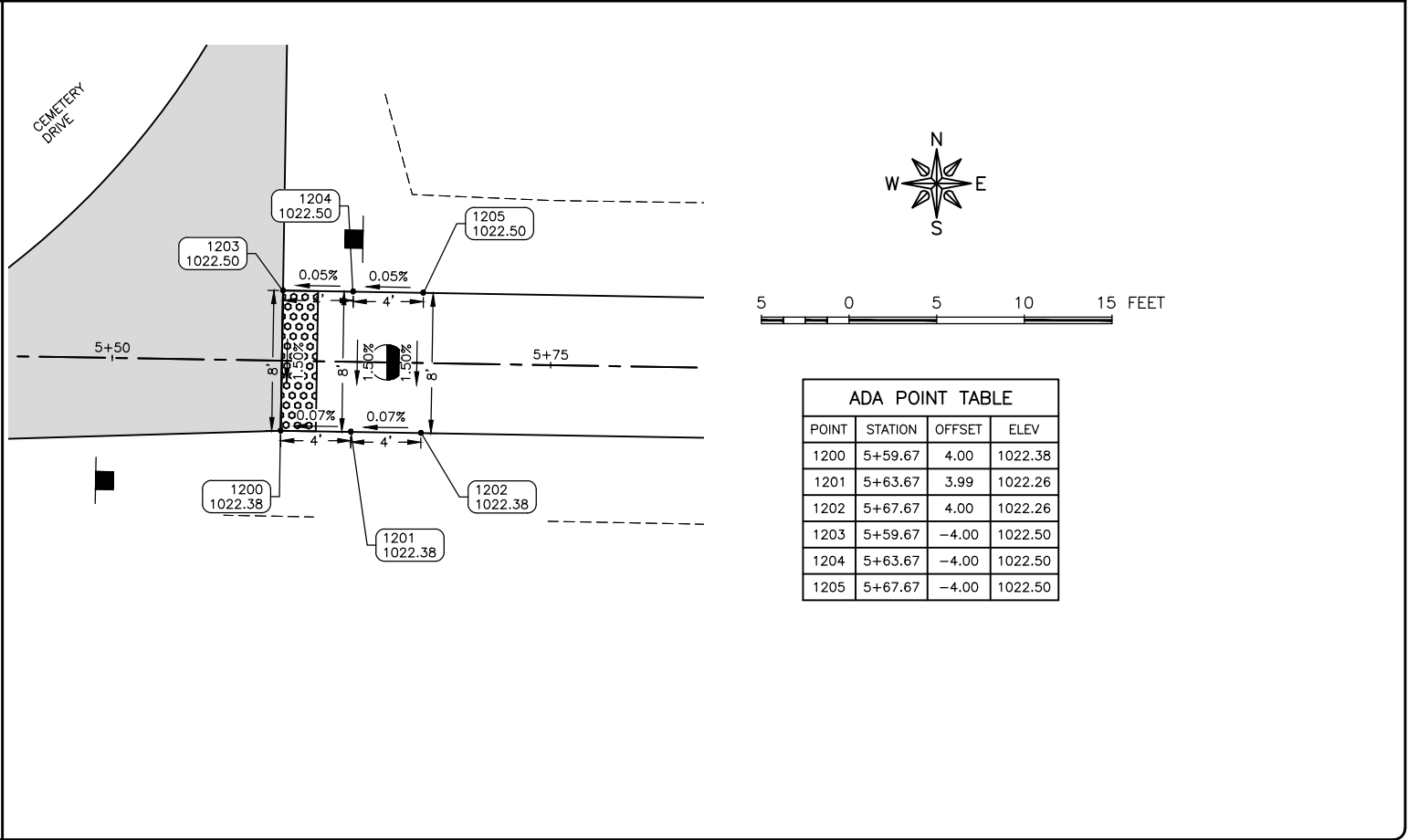
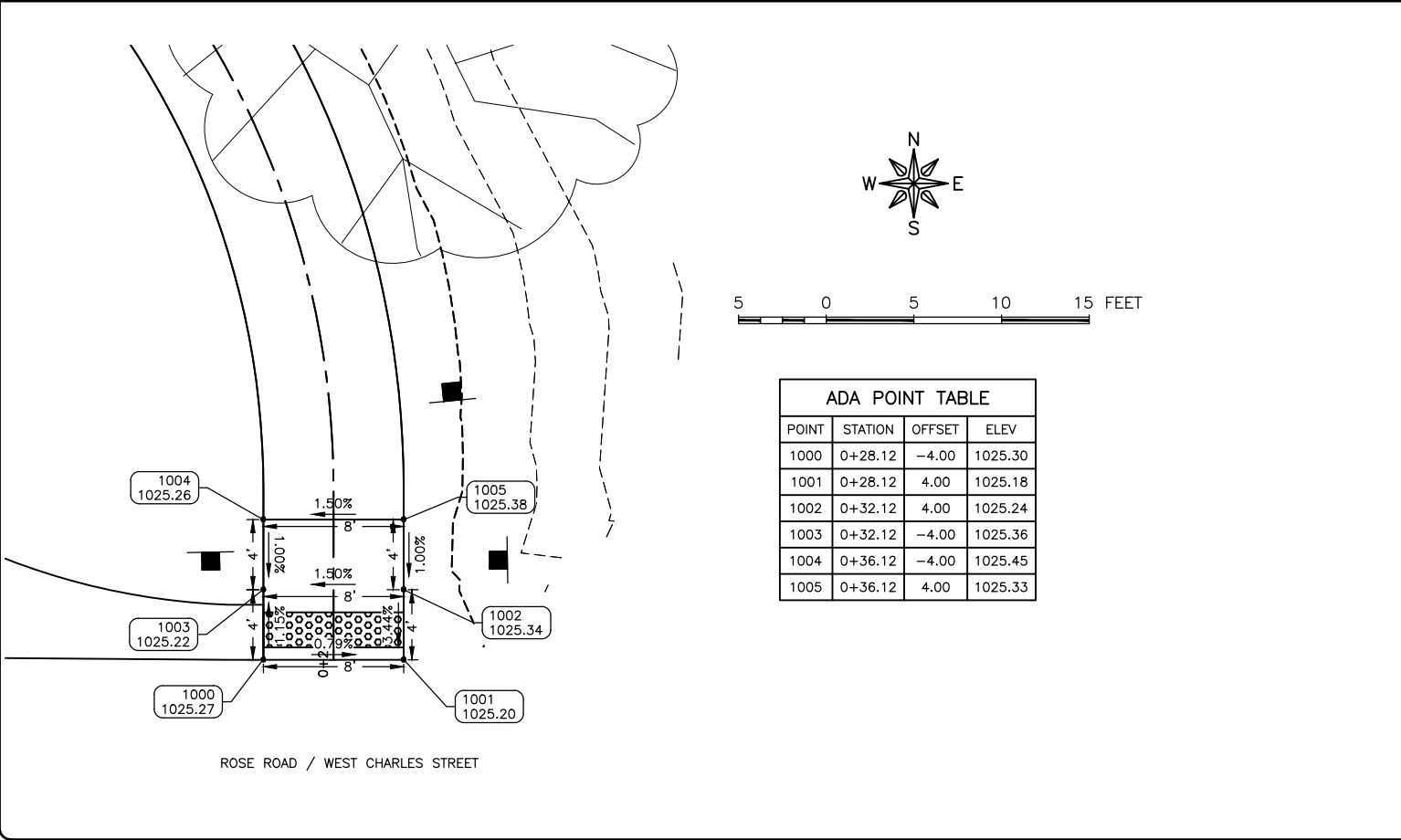
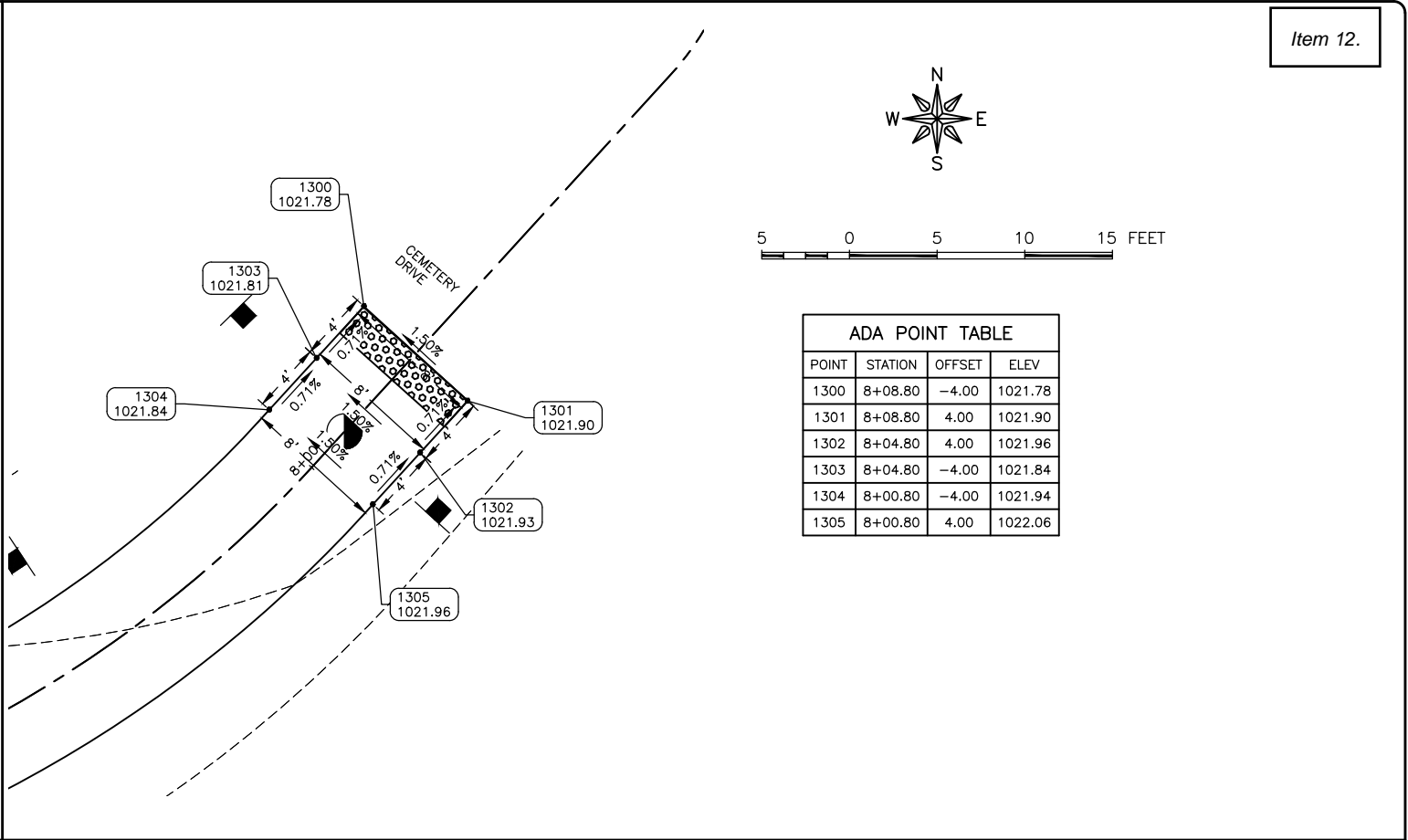
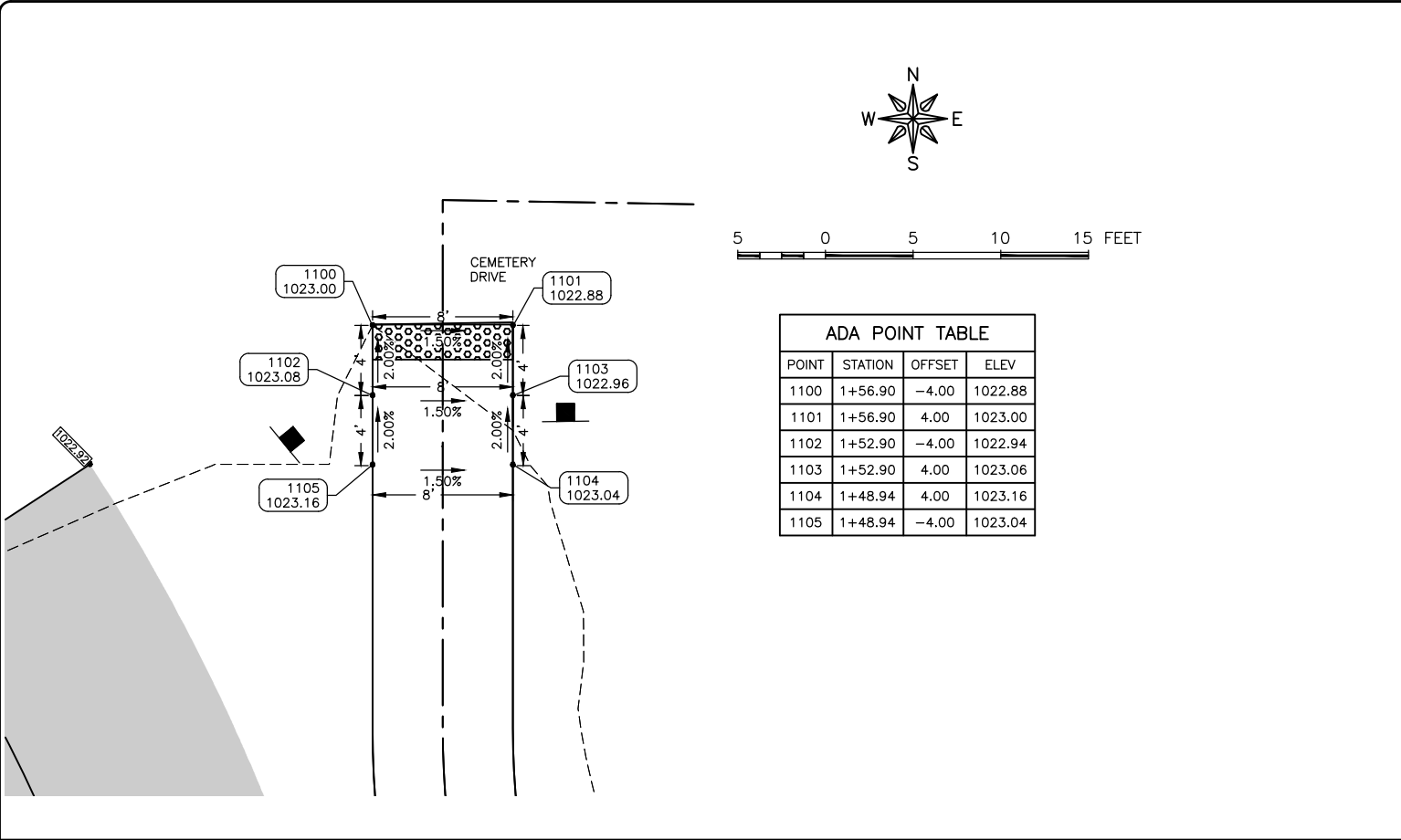




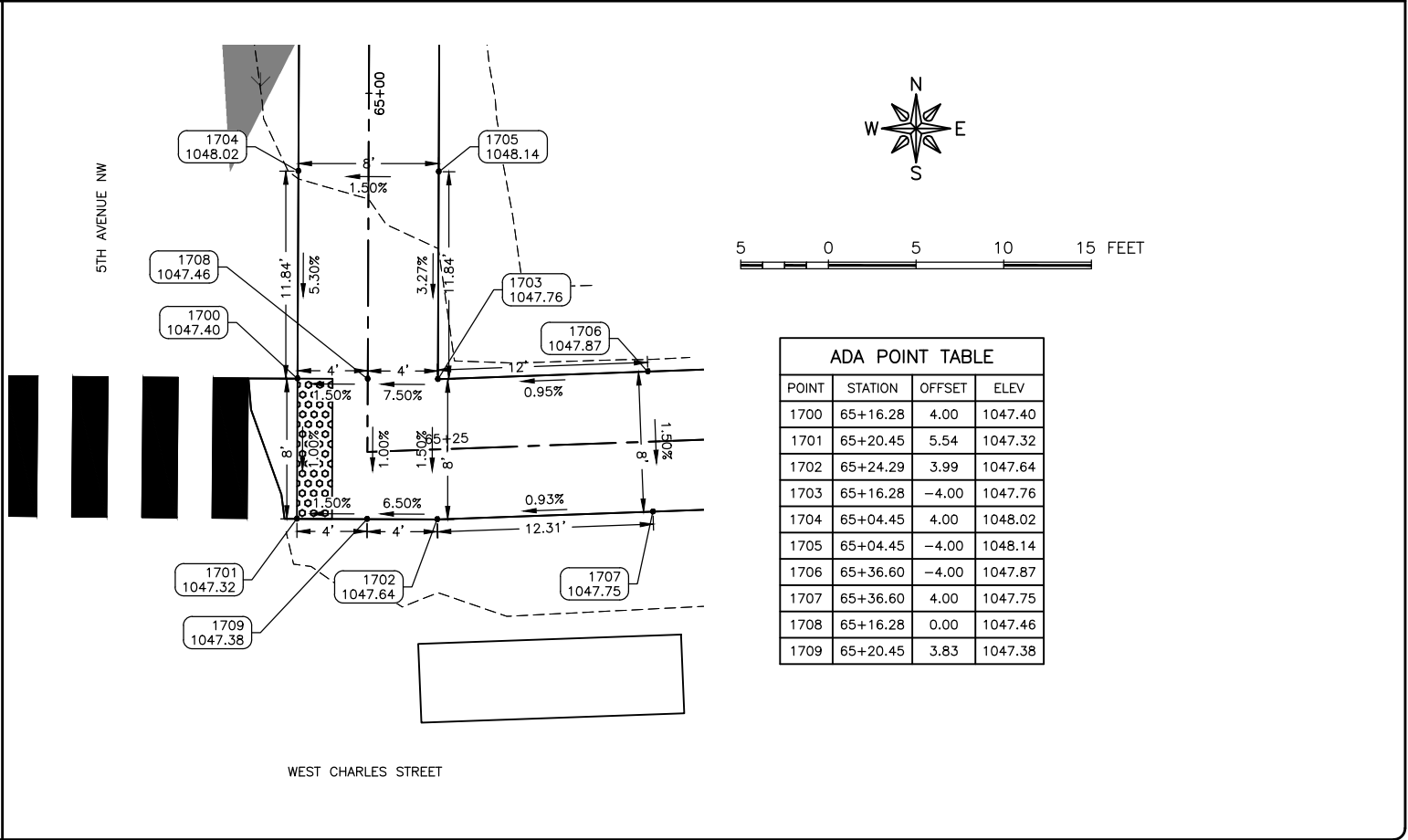
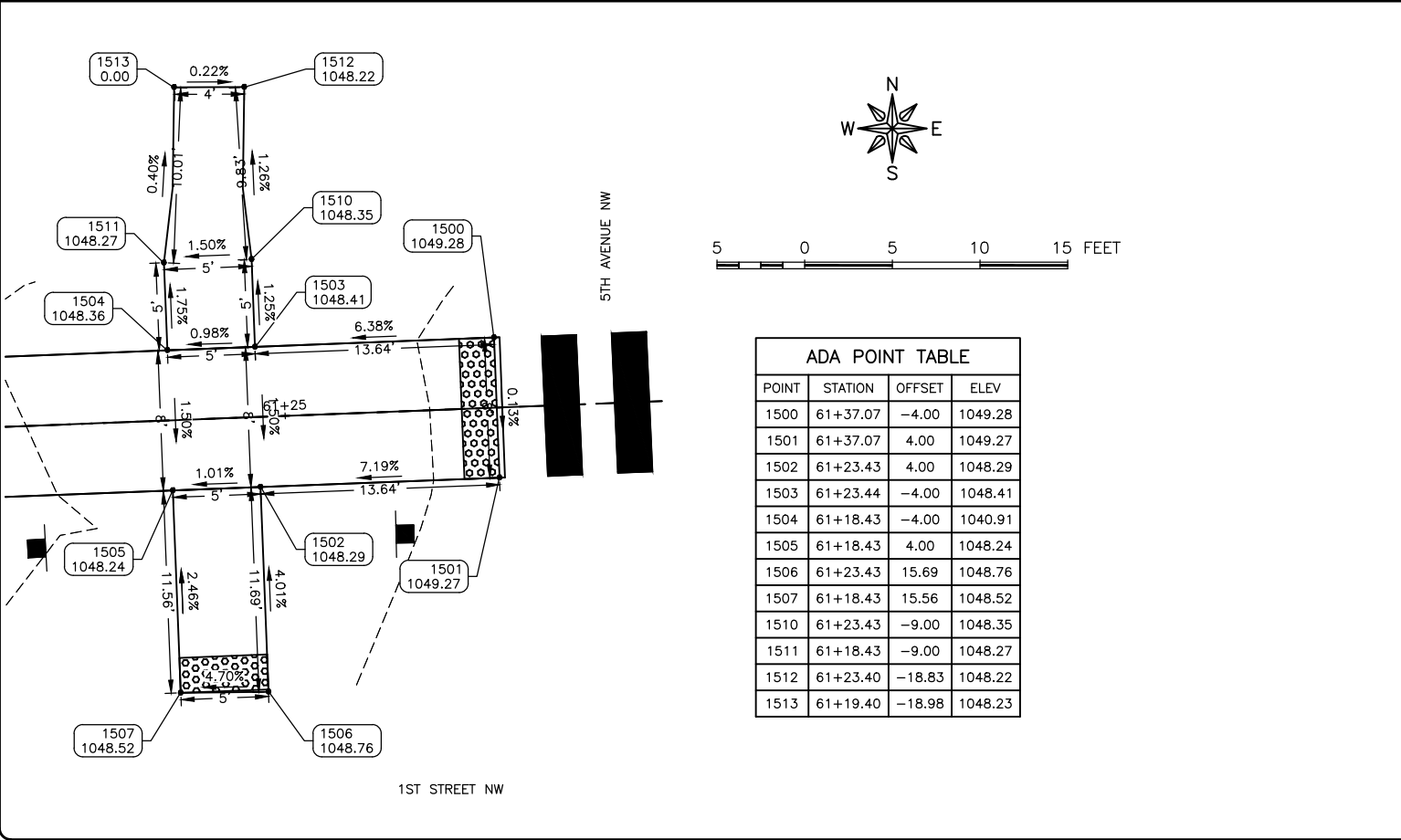
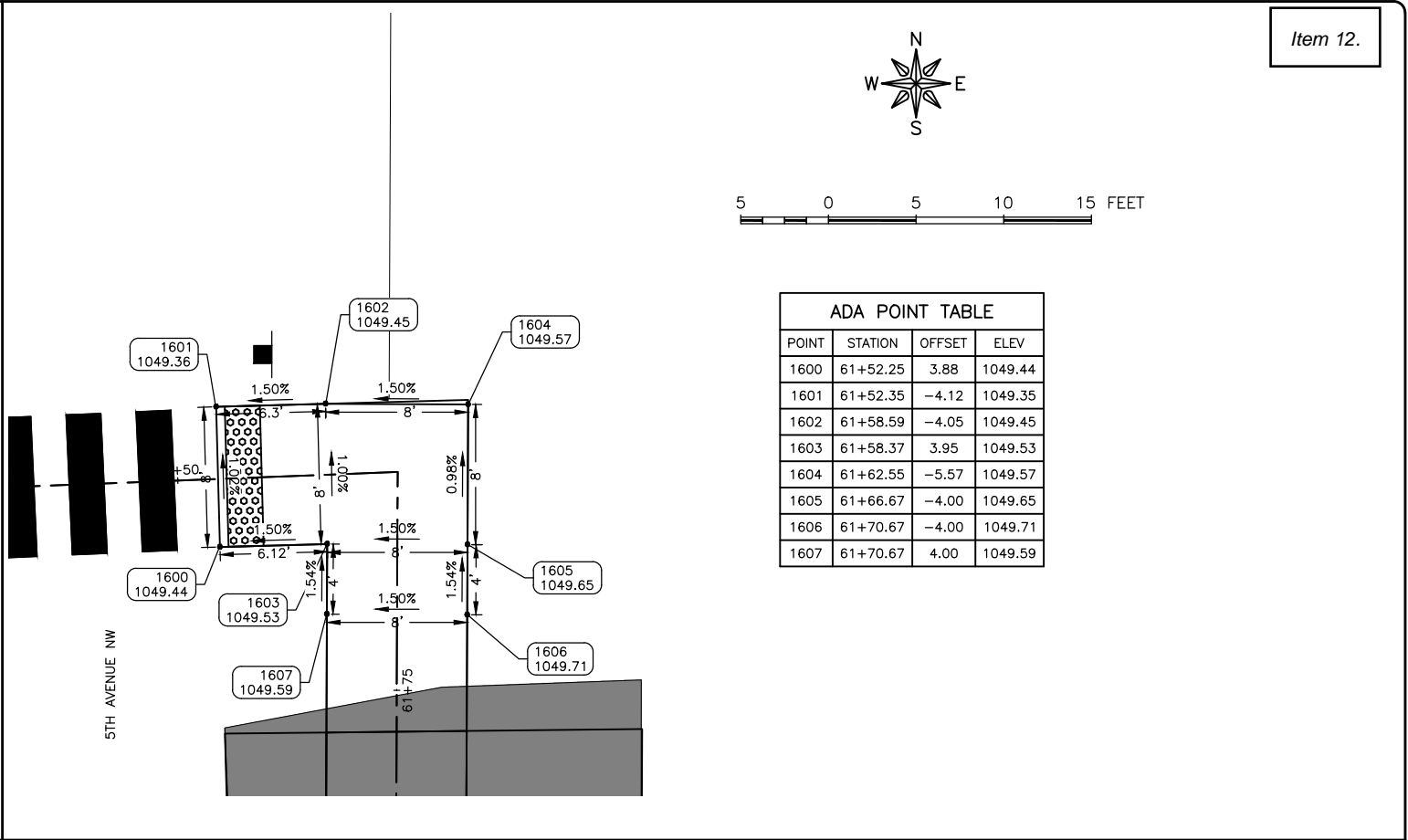
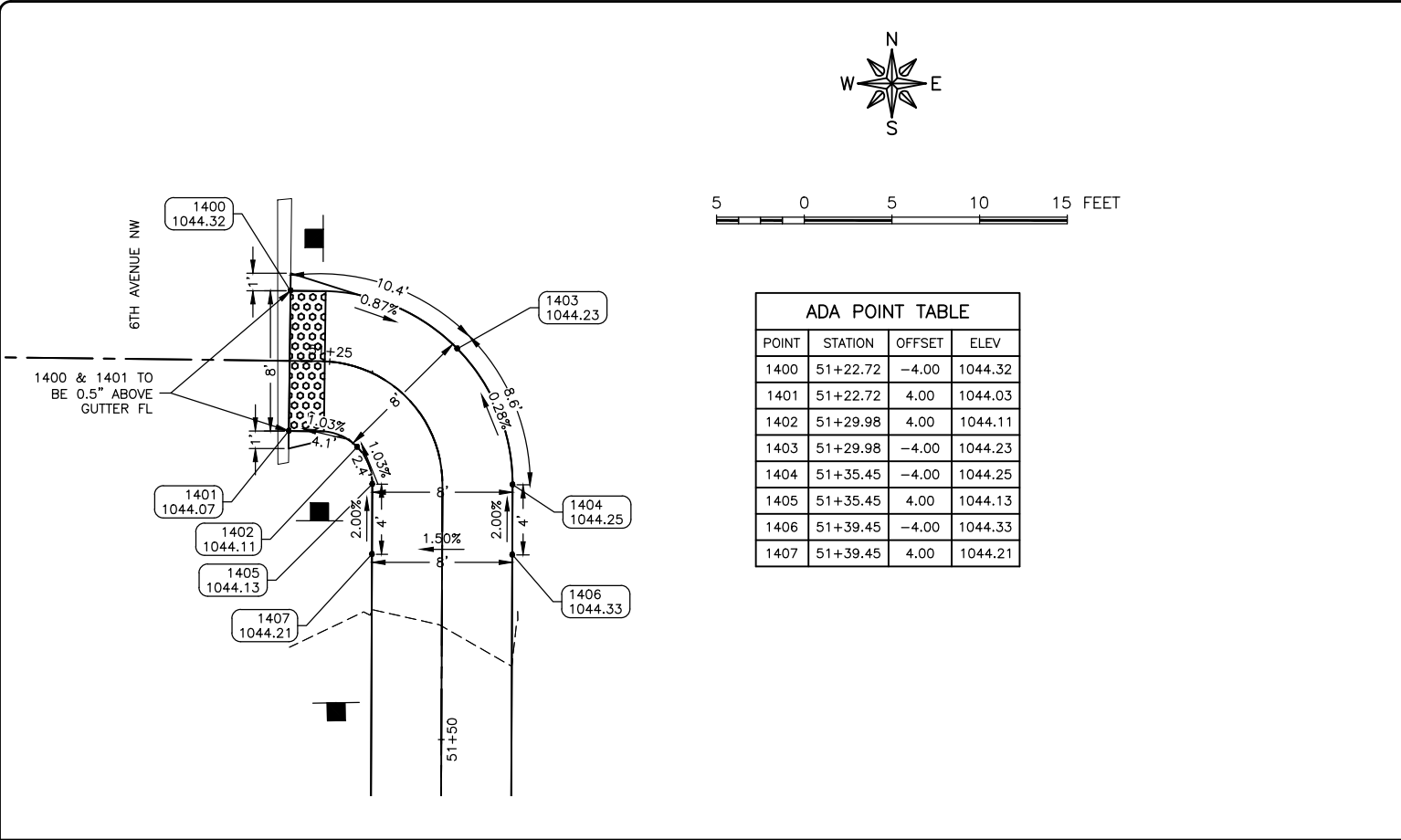


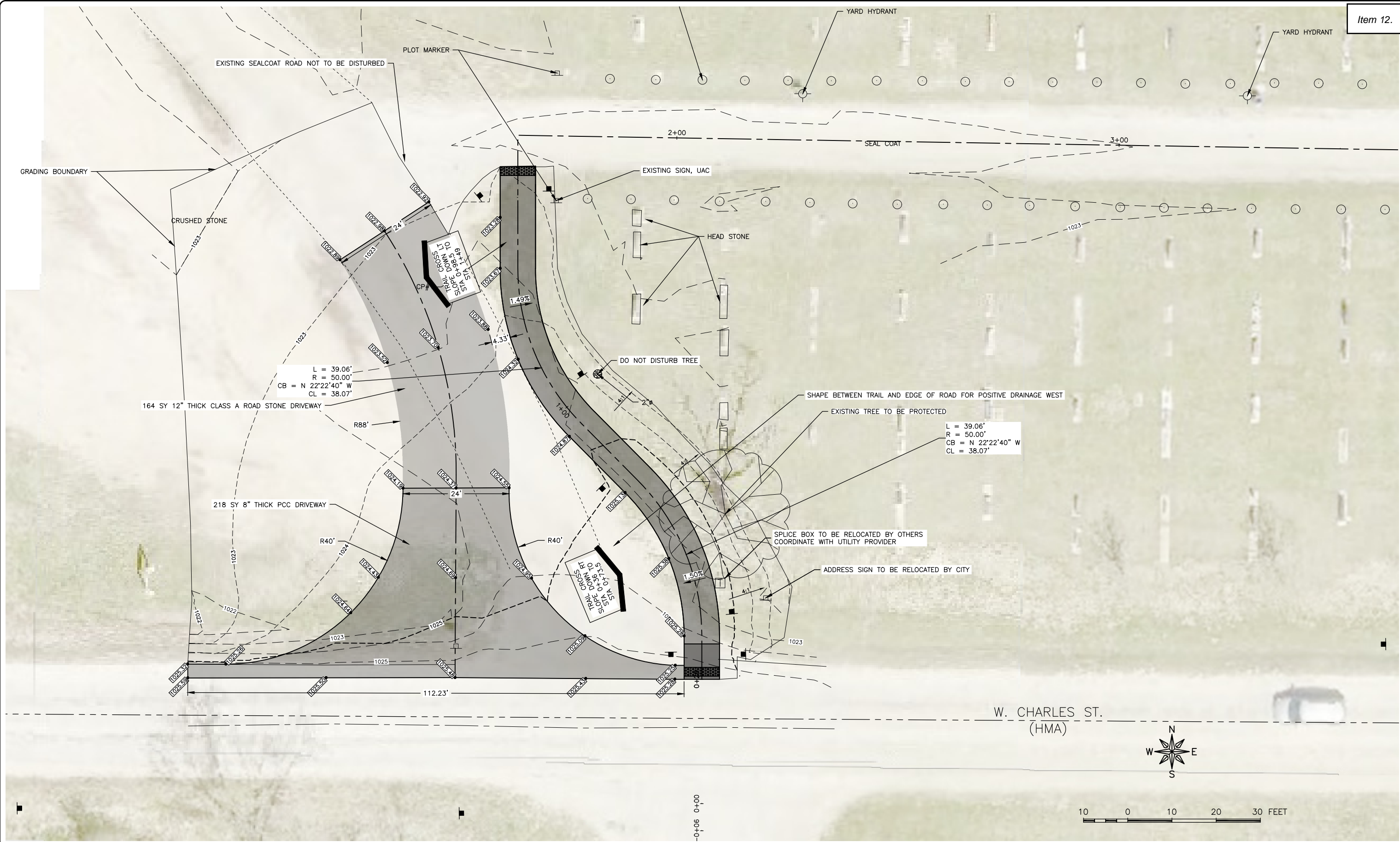
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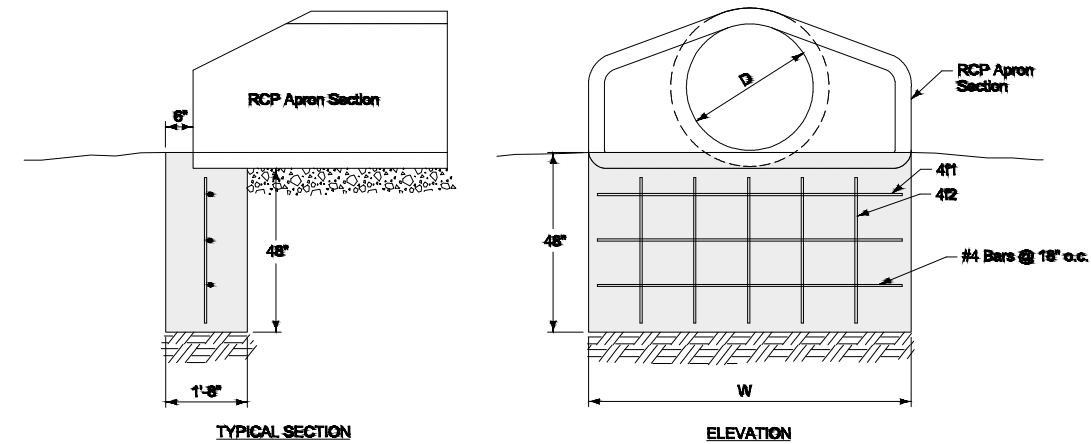




REVISIONS		
REV. NO.	DESCRIPTION	DATE

Dimension 'E' shown is the minimum and is considered the design length. Adjust for any difference between the actual length of concrete apron installed and the length indicated below for the length of concrete culvert pipe furnished.

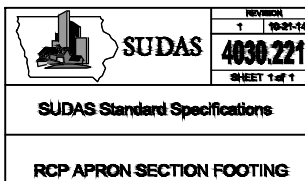
① Tongue and used on inlet end section. Groove and used on outlet end section.



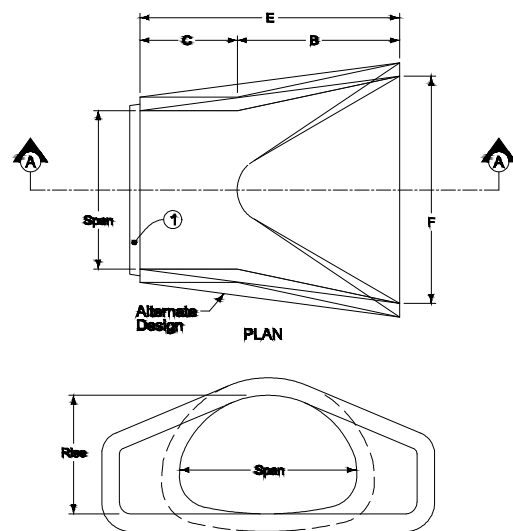
REINFORCING BAR LIST

D	W	Mark	Size	Length	Count	D	W	Mark	Size	Length	Count
12"	2'-4"	4F1	4	2'-0"	3	48"	7'-10"	4F1	4	7'-0"	3
		4F2	4	3'-0"	2			4F2	4	3'-0"	6
15"	2'-10 1/2"	4F1	4	2'-6 1/2"	3	54"	8'-5"	4F1	4	8'-1"	3
		4F2	4	3'-0"	2			4F2	4	3'-0"	6
18"	3'-5"	4F1	4	3'-1"	3	60"	8'-11"	4F1	4	8'-7"	3
		4F2	4	3'-0"	3			4F2	4	3'-0"	6
24"	4'-0"	4F1	4	4'-2"	3	66"	8'-11"	4F1	4	8'-7"	3
		4F2	4	3'-0"	3			4F2	4	3'-0"	6
30"	5'-7"	4F1	4	5'-3"	3	72"	10'-0"	4F1	4	9'-0"	3
		4F2	4	3'-0"	4			4F2	4	3'-0"	7
36"	6'-8"	4F1	4	6'-4"	3	78"	10'-7"	4F1	4	10'-3"	3
		4F2	4	3'-0"	5			4F2	4	3'-0"	7
42"	7'-3"	4F1	4	6'-11"	3	84"	11'-1"	4F1	4	10'-9"	3
		4F2	4	3'-0"	5			4F2	4	3'-0"	8

FIGURE 4030.221 SHEET 1 OF 1



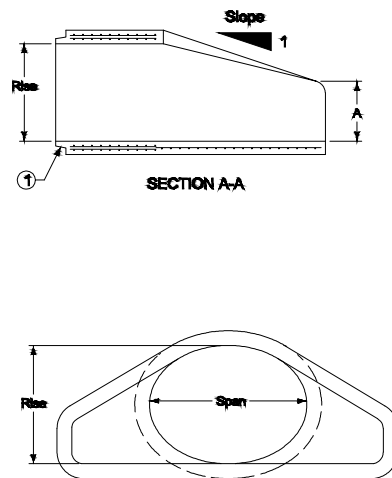
RCP APRON SECTION FOOTING



END (ARCH)

EQUIVALENT DIAMETER Inches	SLOPE	APPROXIMATE DIMENSIONS Inches					
		A	B	C	E	F	
18	3:1	7	27	45	72	36	
24	3:1	9	39	59	72	48	
30	3:1	11	51	69	96	60	
36	3:1	13	63	79	96	72	
42	3:1	15	75	89	96	78	
48	3:1	17	87	99	96	84	
54	3:1	19	99	109	96	90	
60	3:1	21	111	119	96	96	
72	2:1	31	131	139	96	108	
84	2:1	41	151	159	102	144	

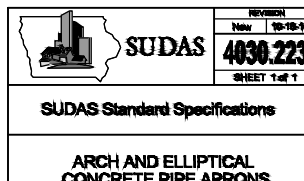
ARCH PIPE



END (ELLIPTICAL)

EQUIVALENT DIAMETER Inches	SLOPE	APPROXIMATE DIMENSIONS Inches					
		A	B	C	E	F	
18	3:1	7	27	45	72	36	
24	3:1	9	39	59	72	48	
30	3:1	11	51	69	96	60	
36	2.5:1	13	63	79	96	72	
42	2.5:1	15	75	89	96	78	
48	2.5:1	17	87	99	96	84	
54	2.5:1	19	99	109	96	90	
60	2.5:1	21	111	119	96	96	
72	2.5:1	31	131	139	96	108	
84	1.5:1	41	151	159	102	144	

ELLIPTICAL PIPE



ARCH AND ELLIPTICAL CONCRETE PIPE APRONS

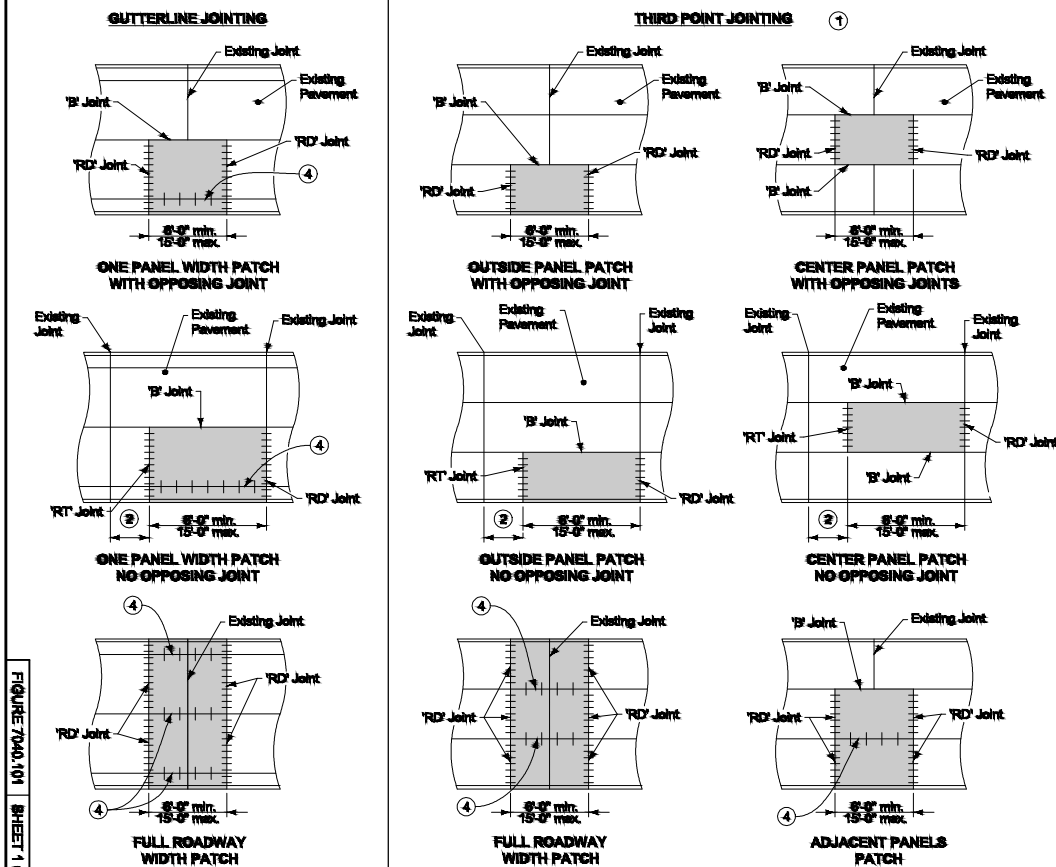
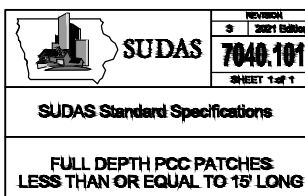
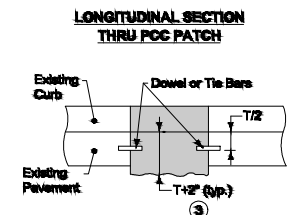
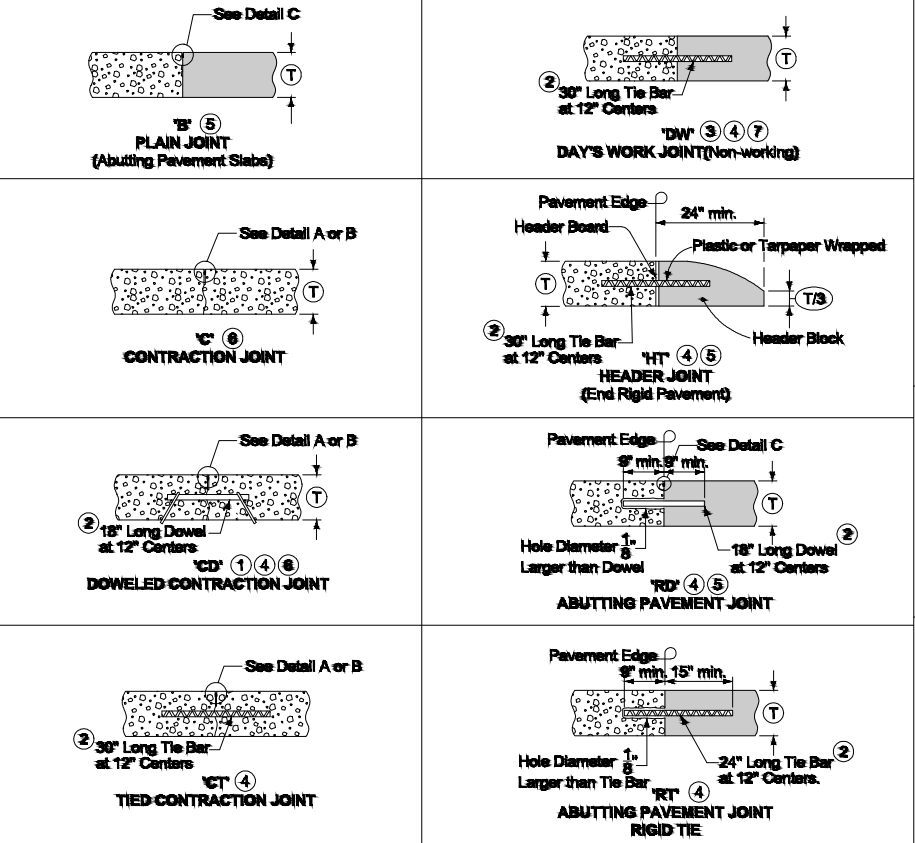


FIGURE 7040.101 SHEET 1 OF 1

- Patches on roadways with quarter point jointing will be similar to third point jointing details.
- Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.
- If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.
- RT, KT, or L joint depending on pavement thickness and pouring sequence.

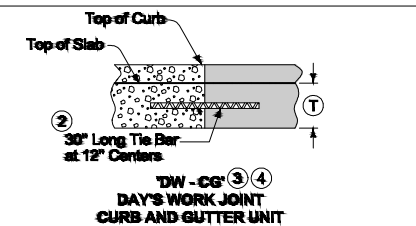


FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG

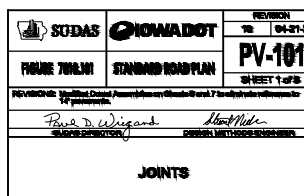


TRANSVERSE CONTRACTION

- See dowel assemblies for fabrication details.
- See Bar Size Table for Contraction Joints on Sheet 2.
- Locate 'DW' joint at a mid-panel location between future 'C' or 'CD' joints. Place no closer than 5 feet to a 'C' or 'CD' joint.
- Place bars within the limits shown under dowel assemblies.
- Edge with 1/8 inch tool for length of joint. For HT joint, remove header block and board when second slab is placed.
- Unless specified otherwise, use 'CD' transverse contraction joints in mainline pavement when T is greater or equal to 8 inches. Use 'C' joints when T is less than 8 inches.
- 'RT' joint may be used in lieu of 'DW' joint at the end of the days work. Remove any pavement damaged due to the drilling at no additional cost to the Contracting Authority.



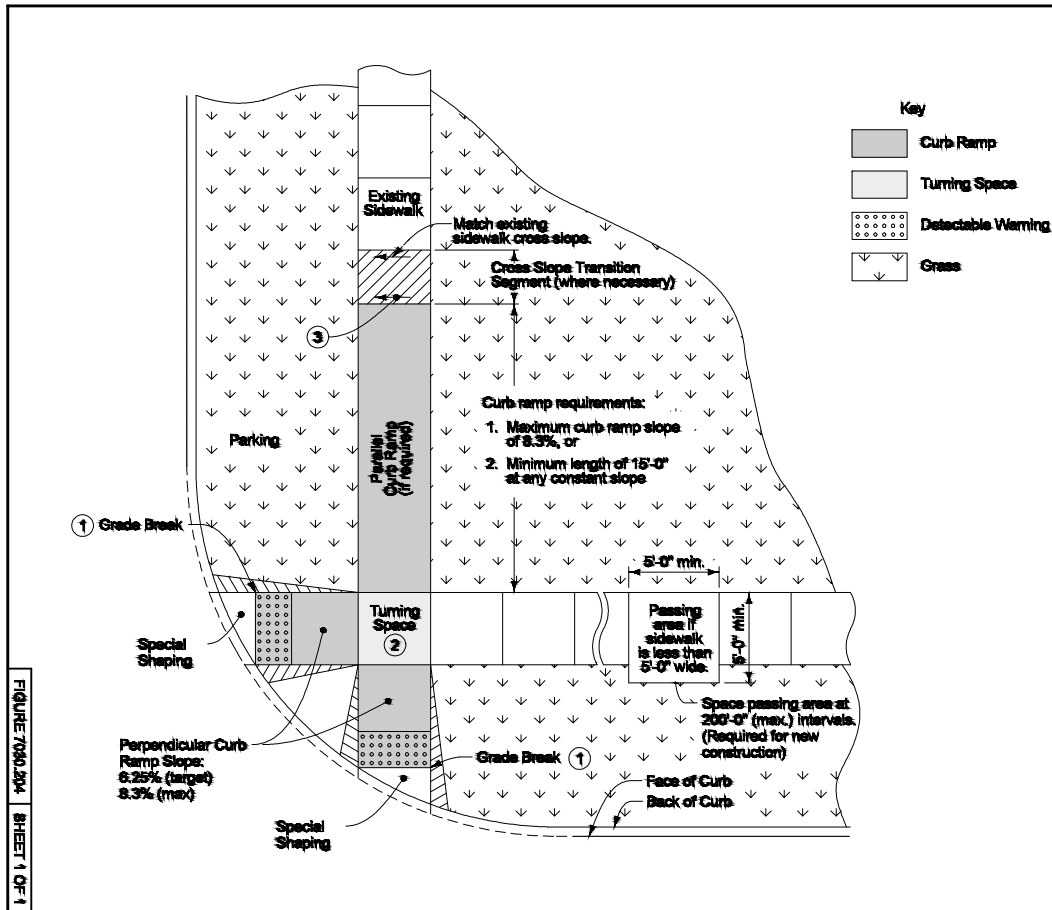
LEGEND  
Existing Pavement  
Proposed Pavement




JOINTS

REVISIONS		
REV. NO.	DESCRIPTION	DATE





- 1 Match pedestrian street crossing slope, or flatter.
- 2 Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- 3 Target cross slope of 1.5% with a maximum cross slope of 2.0%.



REVISION

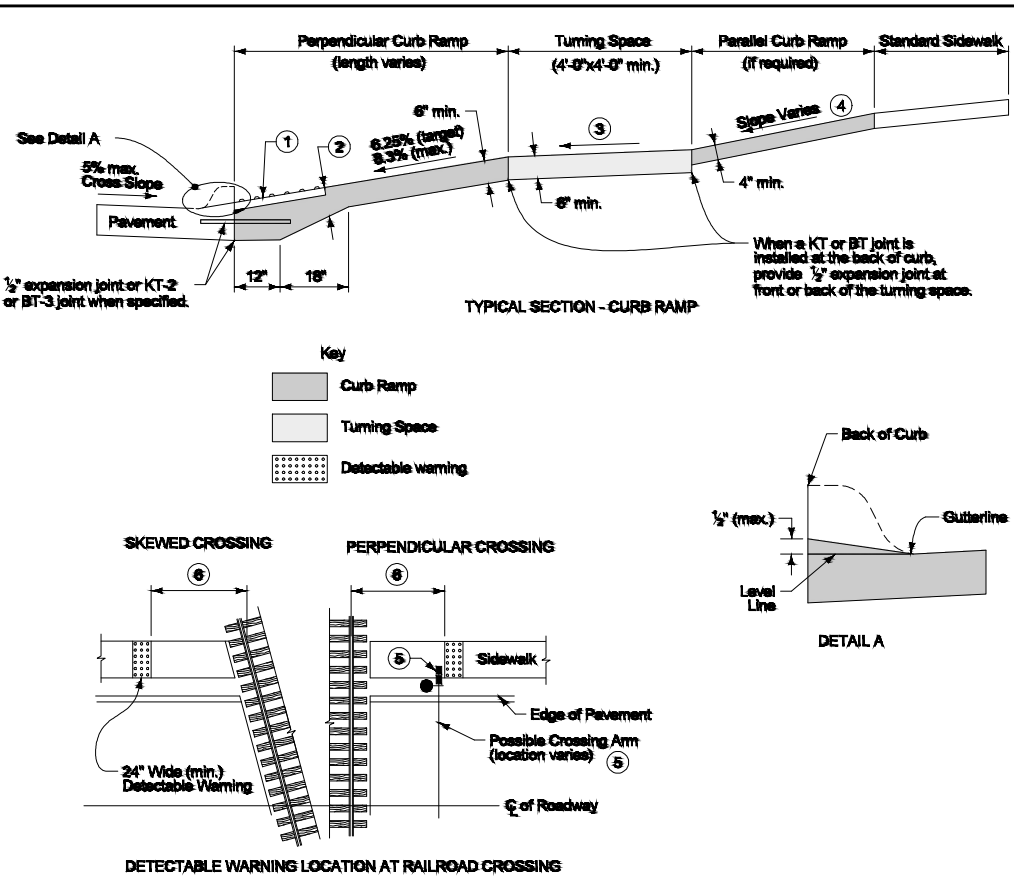
210-20-15

7030.204


SHEET 1 of 1

SUDAS Standard Specifications

GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK



- 1 Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
  - 2 Provide a minimum of 6 inches of concrete below the detectable warning panel.
  - 3 Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
  - 4 If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.
- The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
- 5 If crossing gate conflicts with location of detectable warning or if pedestrian crossing gate is provided, place detectable warning panel in advance of the crossing gate.
  - 6 Locate front edge of detectable warning panel 12 to 15 feet from centerline of nearest rail. Orient truncated domes parallel to the direction of pedestrian travel.



REVISION

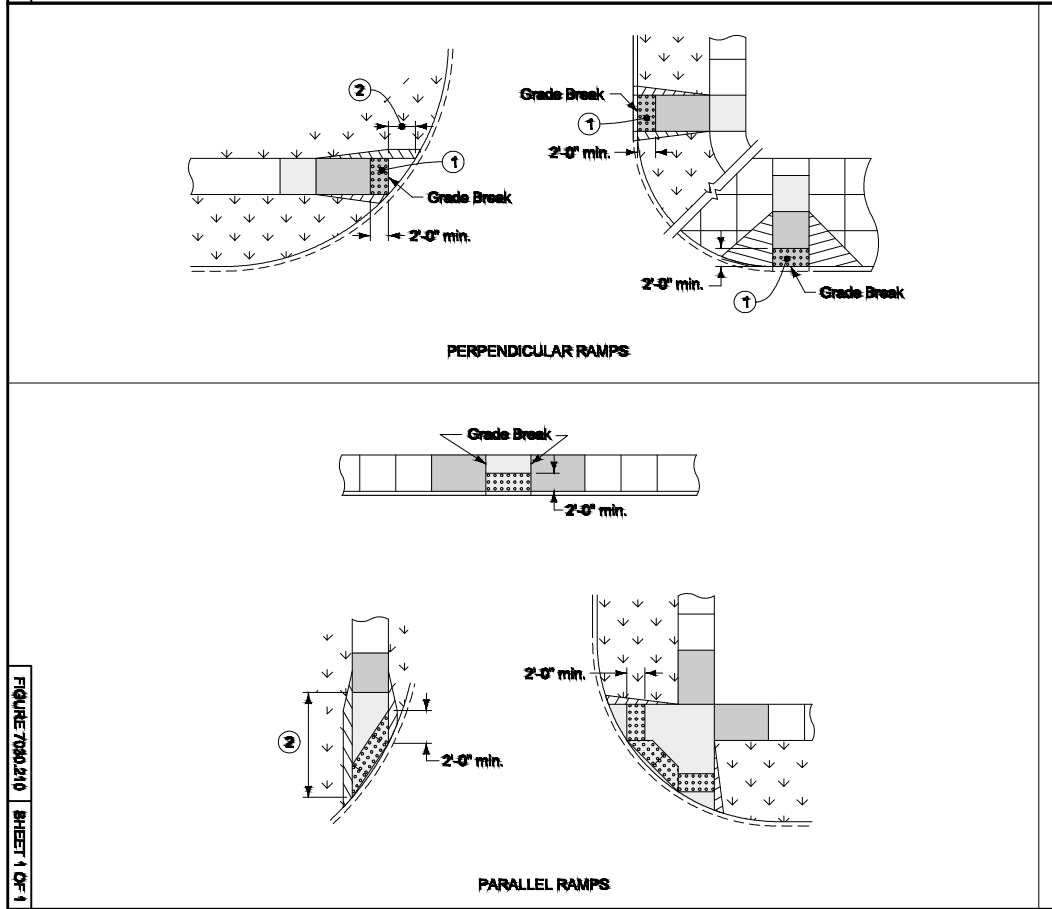
210-20-15

7030.205


SHEET 1 of 1

SUDAS Standard Specifications

GENERAL SIDEWALK AND CURB RAMP DETAILS



- Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
- 1 When detectable warning is located on curb ramp surface, orient domes in the direction of pedestrian travel.
  - 2 When the distance between the grade break and the back of curb is less than 5 feet, place detectable warning surface at the bottom of the curb ramp.
- Where one corner of the curb ramp is more than 5 feet from the back of curb, construct curb ramp as a parallel curb ramp. Move grade break back as required to place detectable warning on turning space at the back of curb.



REVISION

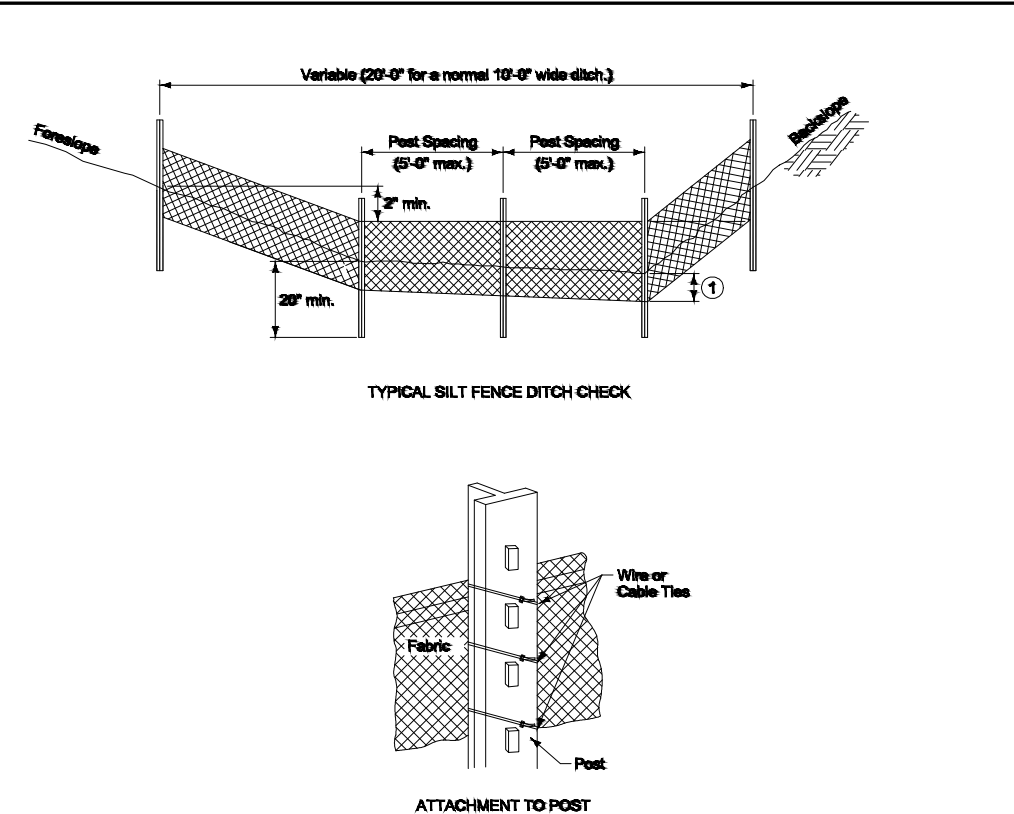
New 10-10-12

7030.210


SHEET 1 of 1

SUDAS Standard Specifications

DETECTABLE WARNING PLACEMENT



- 1 Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).



REVISION

210-21-14

9040.119

SHEET 1 of 2

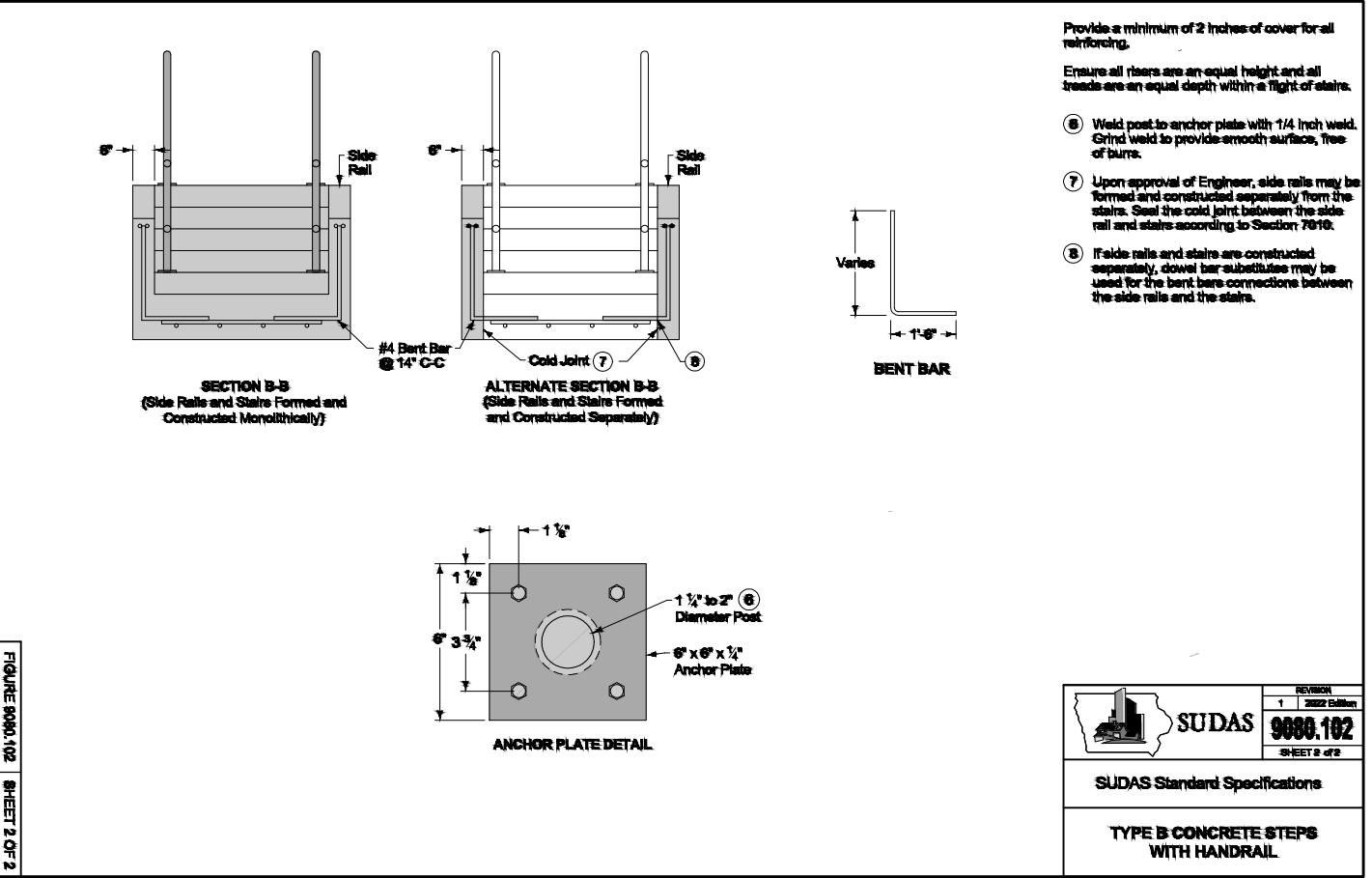
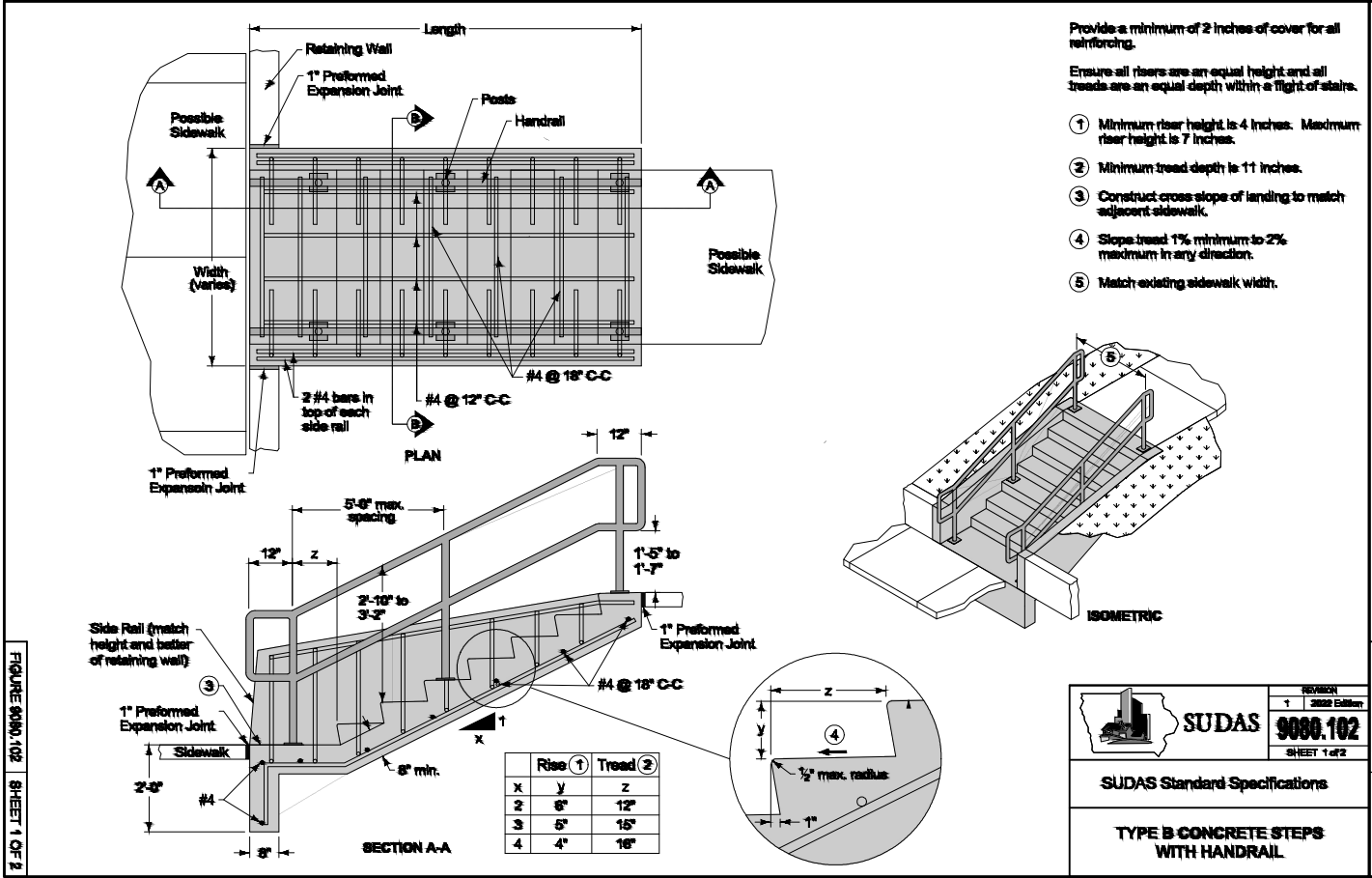
SUDAS Standard Specifications

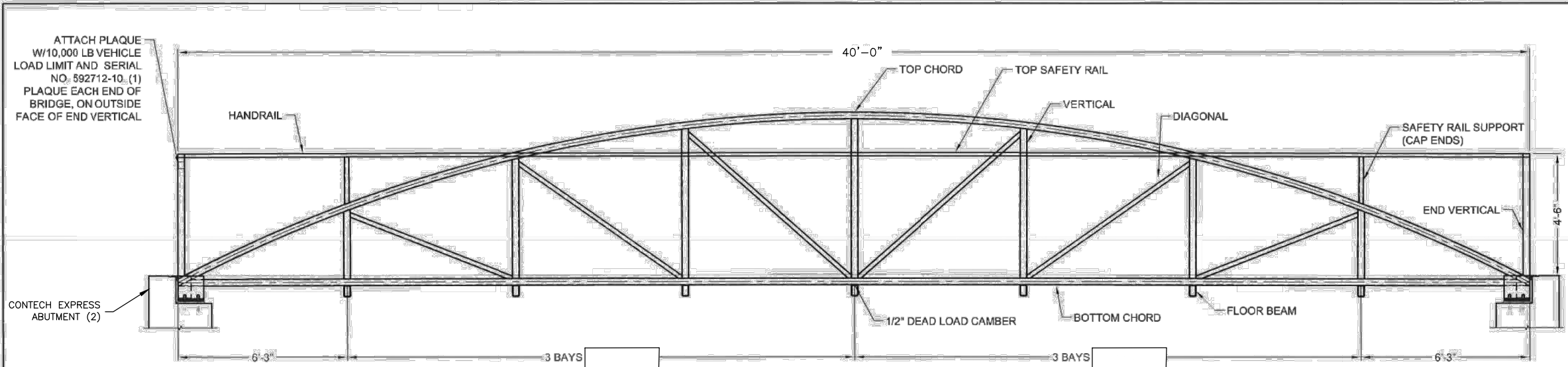
SILT FENCE

REVISIONS		
REV. NO.	DESCRIPTION	DATE









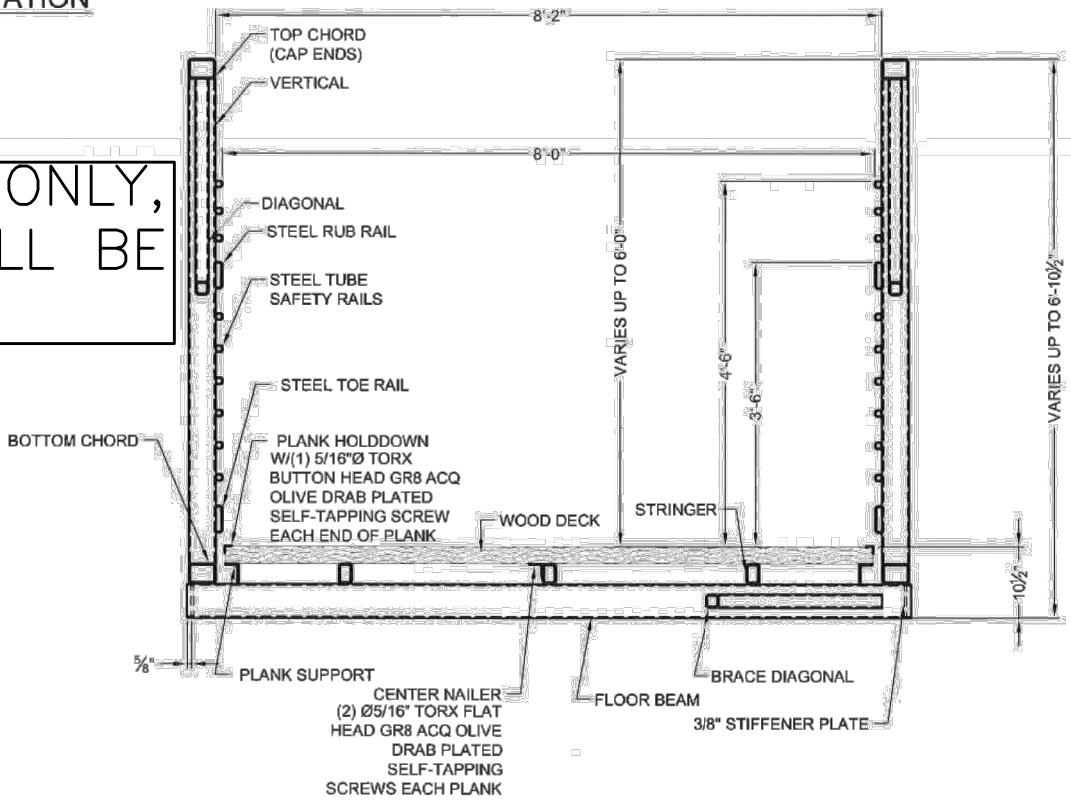
BRIDGE ELEVATION

GENERAL NOTES

- DESIGN PROCEDURE IS IN ACCORDANCE WITH "LRFD BRIDGE DESIGN SPECIFICATIONS" 7TH EDITION & "LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES, 2ND EDITION, 2015 INTERIM REVISIONS BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO).
- BRIDGE MEMBERS ARE FABRICATED FROM HIGH STRENGTH, LOW ALLOY, ENHANCED ATMOSPHERIC CORROSION RESISTANT ASTM A347 COLD-FORMED WELDED SQUARE AND RECTANGULAR TUBING, AND ASTM A588, ASTM A606, OR ASTM A709-50W PLATE AND STRUCTURAL SHAPES (FY=50,000 PSI).
- BRIDGE DECK NOMINAL 3X12 TREATED DOUGLAS FIR WOOD DECKING.
- THE GAS METAL ARC WELDING PROCESS OR FLUX CORED ARC WELDING PROCESS WILL BE USED. WELDING TO BE IN ACCORDANCE WITH AWS D1.1.
- ALL TOP AND BOTTOM CHORD SHOP SPLICES TO BE COMPLETE PENETRATION TYPE WELDS. WELD BETWEEN TOP CHORD AND END VERTICAL SHALL BE AS DETAILED.
- UNLESS OTHERWISE NOTED, WELDED CONNECTIONS SHALL BE FILLET WELDS (OR HAVE THE EFFECTIVE THROAT OF A FILLET WELD) OF A SIZE EQUAL TO THE THICKNESS OF THE LIGHTEST GAGE MEMBER IN THE CONNECTION. WELDS SHALL BE APPLIED AS FOLLOWS:
  - A. BOTH ENDS OF VERTICALS, DIAGONALS, AND FLOOR BEAMS SHALL BE WELDED ALL AROUND.
  - B. BRACE DIAGONALS WILL BE WELDED ALL AROUND.
  - C. BOTTOM OF STRINGERS WILL BE STITCH WELDED TO TOP OF FLOOR BEAMS.
  - D. MISCELLANEOUS NON-STRUCTURAL MEMBERS (DEFINED AS MEMBERS WITH CONNECTION WELDS NOT SPECIFICALLY DETAILED) WILL BE STITCH WELDED TO THEIR SUPPORTING MEMBERS, BUTT WELDED AT SHOP SPLICE LOCATIONS, AND ARE TO BE EXEMPT FROM THE REQUIREMENTS OF AWS D1.1.
- BRIDGE DESIGN WAS ONLY BASED ON COMBINATIONS OF THE FOLLOWING LOADS WHICH WILL PRODUCE MAXIMUM CRITICAL MEMBER STRESSES.
  - A. 90 PSF UNIFORM LIVE LOADING ON THE FULL DECK AREA OR ONE 10,000 LB VEHICLE LOAD. THE LOAD SHALL BE DISTRIBUTED AS A FOUR-WHEEL VEHICLE WITH 80% OF THE LOAD ON THE REAR WHEELS. THE WHEEL TRACK WIDTH OF THE VEHICLE SHALL BE 6'-0" AND THE WHEEL BASE SHALL BE 14'-0". THE VEHICLE SHALL BE POSITIONED SO AS TO PRODUCE THE MAXIMUM STRESSES IN EACH MEMBER, INCLUDING DECKING.
  - B. 35 PSF WIND LOAD ON THE FULL HEIGHT OF THE BRIDGE, AS IF ENCLOSED.
  - C. 20 PSF UPWARD FORCE APPLIED AT THE WINDWARD QUARTER POINT OF THE TRANSVERSE BRIDGE WIDTH (AASHTO 3.8.2).
- CLEANING: ALL EXPOSED SURFACES OF STEEL SHALL BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACES PREPARATION SPECIFICATIONS NO.7 BRUSH-OFF BLAST CLEANING, SSPC-SP7-LATEST EDITION.
- MINIMUM MATERIAL THICKNESS OF 1/4" ON ALL STRUCTURAL MEMBERS.

SAFETY SYSTEM NOT FULLY SHOWN IN ELEVATION FOR CLARITY. SEE BRIDGE SECTION FOR LOCATIONS.

FOR INFORMATION ONLY,  
ACTUAL BRIDGE WILL BE  
40' SPAN



BRIDGE SECTION

**CAUTION:**  
WE ARE PROVIDING A WOOD DECK ON THIS STRUCTURE IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR THE CONTRACT DOCUMENTS. BE AWARE THAT MOST PEDESTRIAN BRIDGE LIABILITY CLAIMS ARE STATISTICALLY SLIP AND FALL CLAIMS. IT IS THE OWNER'S RESPONSIBILITY TO KEEP THE DECK FREE FROM SLIP OR TRIP HAZARDS DUE TO CUPPING, SPLITS, GAPS AND SMOOTH SURFACES.

CONTECH  
PROPOSAL  
DRAWING



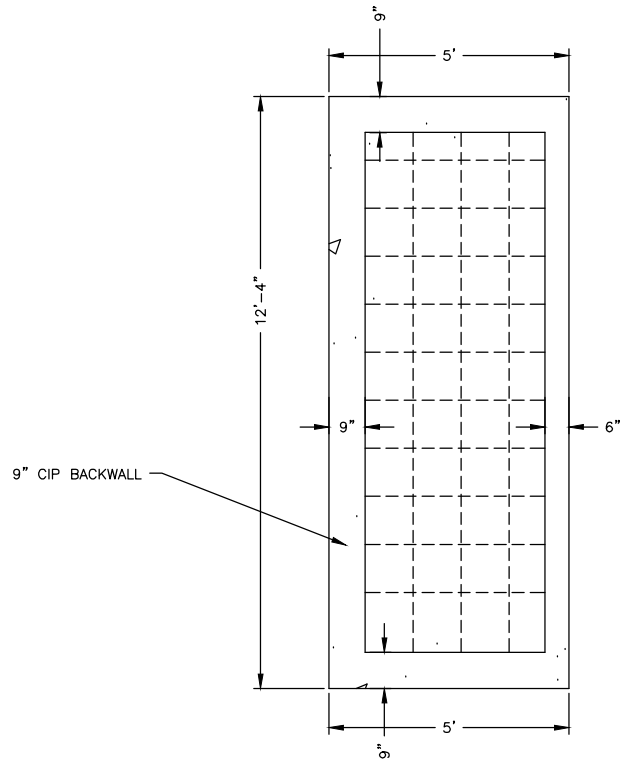
40'-0" X 8'-0"  
PEDESTRIAN BRIDGE  
OELWEIN, IA

CONTECH  
ENGINEERED SOLUTIONS LLC  
www.conteches.com  
1000 E. Main, Suite 100, Oelwein, IA 50662  
PH: 562-2001 FAX: 562-2002

DATE: 5/29/2018  
DESIGNED: XXX  
CHECKED: XXX  
PROJECT No: 591712  
SHEET: 1 OF 2  
DRAWN: DJB  
APPROVED: XXX  
SEQUENCE No: 010

CONTINENTAL  
BRIDGE

REVISIONS		
REV. NO.	DESCRIPTION	DATE



EXPRESS ABUTMENTS (2) WILL BE PROVIDED BY CONTECH (BRIDGE SUPPLIER).

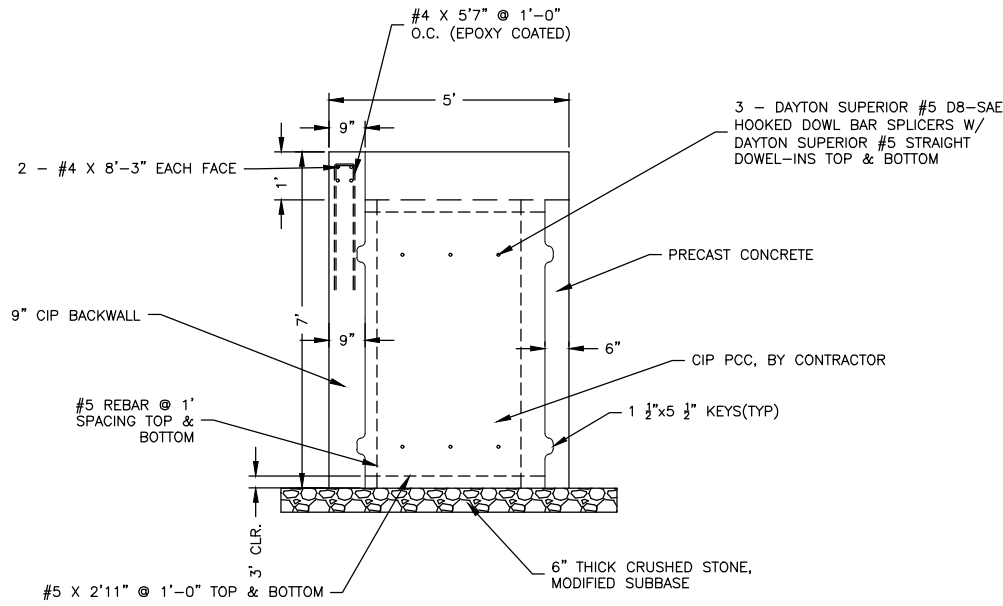
DIMENSIONS ARE ASSUMED BASED ON 2,500 PSF NET ALLOWABLE BEARING CAPACITY. BEARING CAPACITY TO BE VERIFIED BY GEOTECHNICAL INVESTIGATION PROVIDED BY OWNER.

CONTRACTOR TO PROVIDE PCC INFILL, ESTIMATED TO BE 10.9 CY TOTAL.

12" WALL EXTENSION REQUIRED ON BACK AND SIDES OF ABUTMENT.

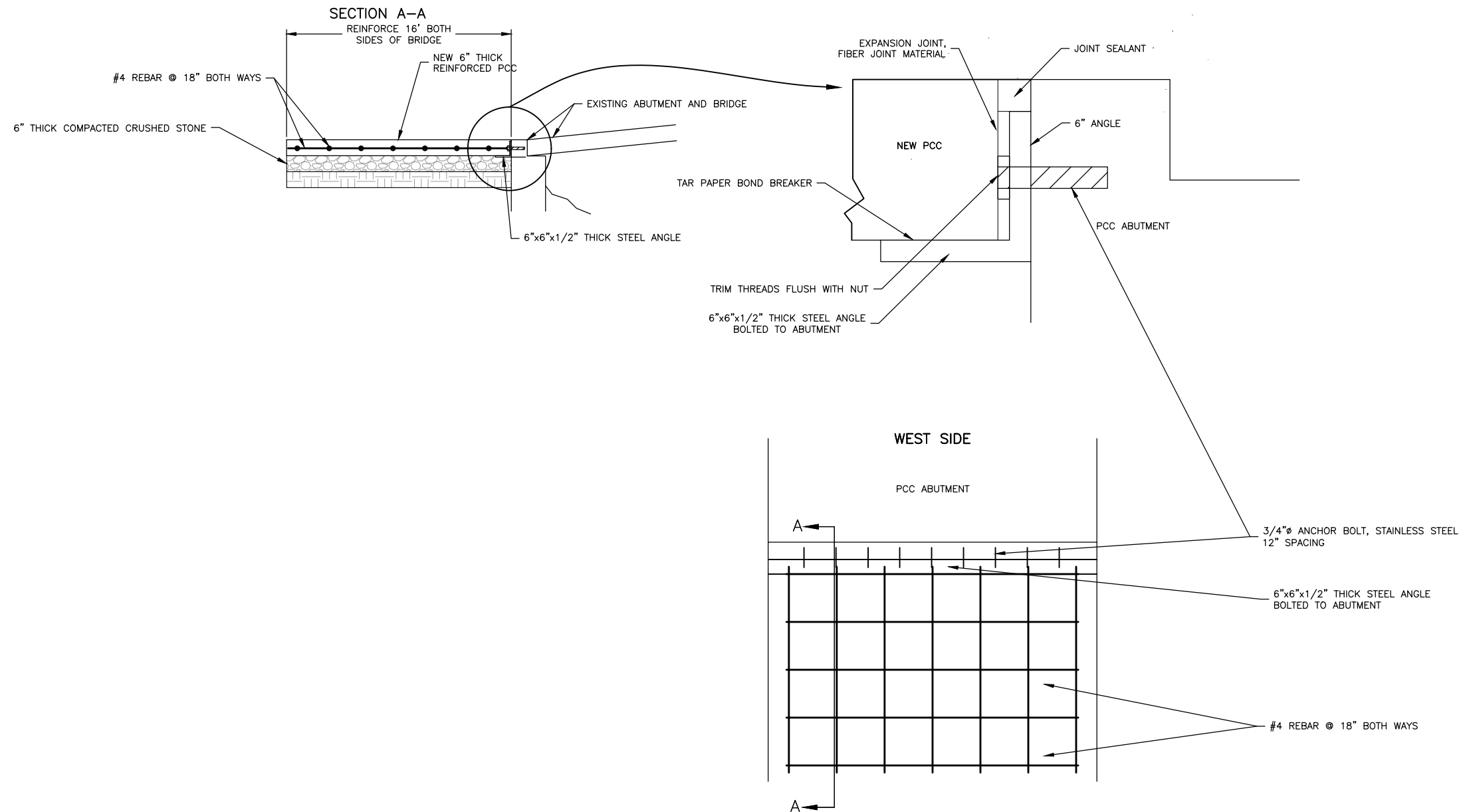
COORDINATE WITH CONTECH, JAKE VOGEL, 612-352-7944, JAKE.VOGEL@CONTECHES.COM FOR EXACT DETAIL OF EXPRESS ABUTMENTS AND WHAT PORTIONS OF WORK WILL BE REQUIRED BY CONTRACTOR.

DETAIL SHOWN IS APPROXIMATE.



BRIDGE ABUTMENT/PCC DETAIL  
N.T.S.

REVISIONS		
REV. NO.	DESCRIPTION	DATE



BRIDGE ABUTMENT/PCC DETAIL  
N.T.S.

REVISIONS		
REV. NO.	DESCRIPTION	DATE

RESOLUTION NO. \_\_\_\_\_-2025

RESOLUTION TO APPROVE THE BID FROM BAUMLER IMPLEMENT FOR THE PURCHASE OF A BRUSH HOG  
BOOM MOWER IN THE AMOUNT OF \$30,500.00

WHEREAS, the Oelwein Public Works Department is in need of an efficient way to mow sight  
blocking vegetation; and

WHEREAS, this piece of equipment was approved via the Capital Improvement Program; and

WHEREAS, two quotes were received:

- Baulmer Implement in the amount of \$30,500.00
- Star Equipment in the amount of \$36,530.00; and

WHEREAS, Baulmer Implement in the amount of \$30,500.00 was the low bid; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the bid from  
Baulmer Implement for the purchase of a Brush Hog Mower in the amount of \$30,500.00.

Passed and approved this 12<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Brett DeVore, Mayor

Attest:

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

AYES      NAYS      ABSENT      ABSTAIN

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Ricchio

Weber

Lenz

Cantrell

Seeders

Payne

Recorded May 13, 2025.

**Date:** 5/5/25

**To:** Honorable Mayor & City Council

**From:** Public Works Director Herb Doudney

**CC:** City Administrator Dylan Mulfinger

**Reference:** Budgeted Boom Mower



We have solicited quotes to purchase a Boom Mower

We received two quotes for the purchase of a tractor mounted boom mower, Baumler Implement West Union, Brush Hog RMB 1660 \$ 30,500 and one from Star Equipment, Diamond TR3-point Boom Mower \$ 36,530.00.

I recommend we purchase the Brush Hog Boom Mower from Baumler Implement in the amount of \$30,500.

This mower will offer much more flexibility and allow for the cutting of sight blocking vegetation.

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

*Herb Doudney*

# Baumler Implements

West Union

563-422-3835



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## 2025 Bush Hog RMB1660 Rear-Mounted Boom Mower

Tractor Requirements: 60 hp/ 6,614 lbs

540 PTO

Independent Hydraulic System

Supercut Flailhead, 47" Wide Cut, 1.5" Capacity

Government Price

\$ 30,500





QUOTATION  
**STAR EQUIPMENT LTD**  
CONSTRUCTION EQUIPMENT DISTRIBUTORS  
**SALES-SERVICE-RENTAL**

1401 2<sup>nd</sup> Avenue, Des Moines, IA 50314 515/283-2215 \* 800/369-2215 \* Fax 515/283-0295  
2950 6<sup>th</sup> Street SW, Cedar Rapids, IA 52404 319/365-5139 \* 800/728-5139 \* Fax 319/365-6726  
2625 W Airline Hwy, Waterloo, IA 50703 319/236-6830 \* 800/791-9249 \* Fax 319/236-6834  
2100 E. Lincoln Way, Ames, IA 50010 515/233-9500 \* Fax 515/233-9505

**Acct 18697**

Herb Doudney  
City of Oelwein  
20 2<sup>nd</sup> Ave SW  
Oelwein, IA 50662

Quote: 25262  
Date: 05-05-2025  
Email: [hdoudney@ciytofoelwein.org](mailto:hdoudney@ciytofoelwein.org)  
Phone: 319-283-1197

Item 13.



QTY	Carrier: John Deere 5090E Tractor Description	Contractor Price
1	<b>New Diamond TR 3-Point Boom Mower &amp; Flail Mower:</b> <ul style="list-style-type: none"><li>16'L Standard Duty 3-point Hitch Boom</li><li>42" Flail Mower Cutting Head, up to 2" Diameter Material: Reverse cuttershaft rotation only – will rotate in the opposite direction of the tractor tires when moving forward.</li><li>All Standard Equipment plus: Passenger Side Polycarbonate Glass (for door and side cab window)</li></ul>	\$36,530.00
1	<b>Installation by Star Equipment Service Department:</b> <ul style="list-style-type: none"><li>Mower Setup to Tractor</li><li>Install Joystick in Cab</li><li>Install Polycarbonate Safety Glass in Door and Side Cab Window</li></ul>	\$3,250.00

**\*\*\* Note \*\*\***

**Customer may need to add front suitcase weights to carrier to improve stability and performance.**

FOB Point: Sioux Falls, SD  
Terms Due Upon Receipt of Order

Sub Total	\$39,780.00
PDI	Included
Sales Tax	Tax Exempt
Sub Total	\$39,780.00
Freight	\$950.00
<b>Total</b>	<b>\$40,730.00</b>

Estimated delivery after receipt of order 10-12 weeks.  
Quotation for acceptance within 10 days.

**Subject to Prior Sale and  
Management Approval  
STAR EQUIPMENT, LTD**

By \_\_\_\_\_ Date \_\_\_\_\_

Territory: 56  
By Brad Tholen (319) 350-7197

RESOLUTION NO. \_\_\_\_\_-2025

RESOLUTION TO APPROVE THE PROPOSAL OF DESIGN SERVICES WITH  
FEHR GRAHAM FOR THE 2026 WATER SYSTEM IMPROVEMENTS

WHEREAS, the water and sewer infrastructure in the City of Oelwein is in need of repair; and

WHEREAS, the City Council had voted to pursue the water and sewer infrastructure improvements throughout the city over the next 10 years; and

WHEREAS, this project is the first of several upcoming projects; and

WHEREAS, Fehr Graham and the City of Oelwein have a good working relationship; and

WHEREAS, this agreement will ensure Oelwein and Fehr Graham have a foundation framework for their partnership on the 2026 Water Improvement Project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the proposal of design services with Fehr Graham for the 2026 Water System Improvement.

Passed and approved this 12<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
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

Cantrell

Seeders

Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded May 13, 2025

May 6, 2025

Mayor Brett Devore and Council Members  
City of Oelwein  
20 2nd Avenue SW  
Oelwein, Iowa 50662-2241

**RE: Proposal for Design Services  
2026 Water System Improvements, Oelwein, Iowa**

Dear Mayor DeVore and Council Members,

Thank you for the opportunity to provide a proposal for the proposed water system improvement project, which is planned for construction in 2026. The project will replace existing water mains that are in poor condition in three locations within the City of Oelwein. The locations and proposed work are summarized below.

**1st Avenue SE and 3rd Street SE**

This portion of the project will construct an 8-inch diameter water main along 1st Avenue SE from the approximate north right of way of the railroad, northerly to 3rd Street SE and along 3rd Street SE from 1st Avenue SE to 2nd Avenue SE. The majority of this location is within 500 feet of known leaking underground storage tanks. Due to this, the use of Ductile Iron Pipe (DIP) with nitrile gaskets is assumed. The actual need for upgraded pipes and gaskets will be verified with the final design. Water service lines will be replaced to the curb stop, with new curb stops placed. The water main will be open cut, except for the IA Highway 150 crossing, which will be directionally bored. The length of the water main replacement is approximately 990 feet.

1st Avenue SE is asphalt/sealcoat surfaced without curb but constructed with an urban cross section that has drainage along the roadway edges. Two existing intakes exist just north of the railroad to collect surface drainage. The street repair strategy is to replace the street surfacing with a new crushed stone base and 5-inch thick asphalt. Asphalt curbs will be formed along both sides to control surface runoff.

3rd Street SE is asphalt/sealcoat surfaced with Portland Cement Concrete (PCC) curb and gutter. The repair strategy is to replace the curb and gutter and add 6-inch thick asphalt over a new crushed stone base.

Street reconstruction triggers Americans with Disability Act (ADA) ramp upgrades at all intersections within the project area.

**6th Street NE and 3rd Avenue NE**

This portion of the project will construct an 8-inch diameter water main along 6th Street NE from 2nd Avenue NE to 4th Avenue NE and along 3rd Avenue NE from 6th Street NE to 7th Street NE. Water main is proposed to be Polyvinyl Chloride and will be directional bored. Services will be replaced to and including curb stops. The length of the water main replacement is approximately 1,100 feet.

6th Street NE is PCC surfaced and has a fair number of cracks, some of which were caused by settling and undermining from previous utility construction and water main breaks. 3rd Avenue NE also has a fair number of cracks, especially the westerly half. Connections to mains and service lines will be open cut, then patched back with PCC. The curbs will be isolated with a full depth saw cut and the PCC between sawed curb sections will be cracked and seated, and a new asphalt mat added. The crack and seat process will reduce, but not eliminate, reflective cracking while using the existing PCC structure as a base. The asphalt mat is proposed to have reinforcing fibers added to help with cracking.

Street surfacing triggers ADA ramp upgrades at all intersections within the project area.

### **10th Street SE**

This portion of the project will construct an 8-inch diameter water main along 10th Street SE from South Frederick Avenue to 2nd Avenue SE. The westerly approximately 520 feet is within 500 feet of a known leaking underground storage tank. This area will be replaced with DIP with nitrile gaskets. The crossing of Iowa Highway 150 will also be DIP, with the full length of the water main along 10th Street SE installed by directional boring. Water service lines will be replaced to the curb stop, with new curb stops placed. The length of the water main replacement is approximately 1,280 feet.

Street surfacing west of Iowa Highway 150 is asphalt with PCC curb and gutter. Areas that will be opened up for making connections, and with two areas showing pavement distress, will be surfaced with 6-inch thick asphalt over a crushed stone base. Street surfacing east of Iowa Highway 150 is PCC in fair to poor condition with many cracked panels. This will be replaced with an 8-inch thick PCC over a crushed stone base.

The City of Oelwein wishes to apply for a Community Development Block Grant (CDBG) to assist with project funding. A Preliminary Engineering Report (PER) is a required document for applying for project funding through this program. The following is our proposed scope of services to provide the required PER and complete the necessary design development to prepare plans and bid for the construction of the proposed improvements.

## **SCOPE OF SERVICES**

### **Preliminary Engineering Report**

Fehr Graham will produce a PER to evaluate the existing water system, including source, storage, pressure, and distribution. Fehr Graham will conduct a preliminary investigation, including a review of available operational data, site review, test results, and a discussion with city staff. Preliminary opinion of probable costs will be determined and evaluated for overall effectiveness and value. Findings will be summarized in a written report and will follow the 10 States Standards guidance for PERs.

### **Topographic Survey, Design Engineering, and Bidding Documents and Services**

- » Topographic Survey
  - Utility locations as provided by Iowa One Call Design Request service and as visually evident (above ground).
  - Locate existing property monuments within the areas of sidewalk replacement.
  - Locate individual trees, landscaping and drainage structures.
  - Locate existing pavement edges, sidewalks and signs in the area of the work.
  - Obtain surface elevations necessary for street and sidewalk replacement.
  - Other visually evident surface features.
- » Water Main
  - Design of new water main, valves and hydrants as described above for the three project locations.
  - Review leaking underground storage tank (LUST) sites, available data and determine specific requirements for new construction.
  - Design of new water service lines from the main to the existing curb stop location, including new curb stops.
- » Street and Surface Restoration
  - Review the existing street profile and cross-section to complete the new street design.
  - Design of street reconstruction.
  - Complete a sidewalk pedestrian ramp design that follows current Statewide Urban Design and Specifications (SUDAS) and ADA standards for sidewalk ramps to the streets within the project area.
- » Prepare supplemental specifications for site improvements, based on SUDAS.
- » Provide a preliminary and check set of plans for review and comments.
- » Prepare and submit the Iowa Department of Transportation Utility Accommodation and work within right of way permit applications for crossings of Iowa Highway 150 at 3rd Street SE and 10th Street SE.
- » Prepare and submit the Iowa Department of Natural Resources (DNR) Water Construction permit application. The owner is responsible for the permit fee.
- » Prepare the National Pollutant Discharge Elimination System General Permit No. 2 application, as more than one acre will be disturbed during the project construction. The owner is responsible for permit and publication fees.
- » Solicitate bids for the construction of improvements.
- » Provide addendums, if needed.
- » Attend the council meeting to present the bid tabulation, answer any questions and recommend the award of the bid.
- » Prepare and send contracts to the awarded contractor.

EXCLUSIONS

The following items are **not** included in the scope of services:

- » CDBG Grant application (by others).
- » State Revolving Fund application and associated work (not used for this project).
- » Environmental assessments and remediation efforts, including but not limited to leaking underground storage tanks.
- » Geotechnical investigation.
- » Materials testing.
- » Lighting design.
- » Landscaping and irrigation design.
- » Traffic studies and analysis.
- » Platting, ROW acquisition or easement acquisition.
- » Wetland delineation activities or preparation of mitigation plans.
- » Archeological investigations and studies.
- » Pressure and flow analysis of existing water mains and fire hydrants.
- » Property owner coordination and other public engagement efforts.
- » Permit fees.
- » Construction management (provided with future agreement).
- » Construction staking (provided with future agreement).
- » Construction observation (provided with future agreement).

*Any of the above services can be performed at an additional cost to the project upon request. Construction phase services will be provided under a separate agreement developed following the completion of the project design.*

SCHEDULE

We propose to complete the PER by May 30, 2025, as long as authorization to proceed is granted by May 13, 2025. Design is scheduled for completion by July 31, 2025, to allow for submittal of DNR water supply construction permits and CDBG submittal (by others) by August 1, 2025.

The bid letting is tentatively scheduled for January 21, 2026.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee amount:

Preparation of Preliminary Engineering Report, Lump Sum of	\$10,000
Topographic Survey, Design Engineering, Bidding Documents and Services,	\$160,000
Lump Sum of	

*All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.*

*Payment for the services rendered will be requested via a monthly invoice.*

*\*\*Reimbursables are not to exceed more than 15% markup.*

May 6, 2025  
Mayor DeVore, City of Oelwein  
2026 Water System Improvements Proposal  
Page 5

## **AUTHORIZATION**

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope.

Sincerely,



Jon Biederman, PE, LSI  
Senior Project Manager

JSB:amr

Enclosure

N:\Proposals\2025\Jon Biederman\Oelwein Water\Oelwein Water Proposal.docx

## AGREEMENT FOR PROFESSIONAL SERVICES

Client Mayor Brett Devore and Council Members  
City of Oelwein  
20 2nd Avenue SW  
Oelwein, Iowa 50662-2241

319.283.5440

Description of Services:

**City of Oelwein – 2026 Water System Improvements, Oelwein, Iowa**

Fehr Graham will provide professional services relating to the water system improvement project as detailed in our proposal dated May 6, 2025.

**COST:**

The fixed fees for performing the above services are as follows:

Preparation of Preliminary Engineering Report, Lump Sum of	\$10,000
Topographic Survey, Design Engineering, Bidding Documents and Services,	\$160,000
Lump Sum of	

*All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.*

*Payment for the services rendered will be requested via a monthly invoice.*

*\*\*Reimbursables are not to exceed more than 15% markup.*

The attached General Conditions are incorporated into and made a part of this Agreement.

**ACCEPTED AND AGREED TO:**

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature \_\_\_\_\_

Name Brett DeVore

Title Mayor

Date Accepted \_\_\_\_\_

CONSULTANT:

By \_\_\_\_\_

Name Chris DeSilva, PE

Title Chief Operating Officer

Date Proposed May 6, 2025

#25-905



1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended use of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Iowa. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Iowa District Court in and for Delaware County, Iowa.

RESOLUTION NO. \_\_\_\_\_-2025

RESOLUTION APPROVING LIBRARY ROOF REPAIRS WITH SCHWICKERT'S TECTA AMERICA IN THE  
AMOUNT OF \$17,597.00.

WHEREAS, the library roof is in need repairs to stop in the infiltration of water; and

WHEREAS, the library roof needs to be examined to address the moisture issues, but this repair will at least stop infiltration; and

WHEREAS, the city received one bid because Schwickert's Tecta America is part of a coop that the city is a part of and all of their bids are analyzed and put up against other contractors in their field to ensure that fair prices are being achieved; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves library roof repairs with Schwickert's Tecta America in the amount of \$17,597.00.

Passed and approved this 12<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
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

Cantrell

Seeders

Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

May 13, 2025.



design | build | repair | replace

Date: May 6, 2025

Proposal No: DS050525A

To: City of Oelwein Public Library

201 East Charles St

Oelwein, IA. 50662



02-75 Service Contract

RE: Custom Sheetmetal Fabrication and Installation

Attn: Dylan Mulfinger

**Schwickerts Tecta America, LLC.**, hereinafter referred to as “Contractor”, proposes to furnish and apply all labor and materials with the necessary tools and equipment to complete the following project according to specifications for **City of Oelwein Public Library** hereinafter referred to as “Owner”.

### **Scope of Work**

- Mobilize crew to site, load roof with materials and setup site safety as needed to perform scope of work.
- Custom fabricate 24-gauge color clad sheet metal counter flashings for three sides of the pillars that are being repaired during the shingle repair project. Sheet metal counter flashings to enclose entire wall areas covering the shingle roof step flashings and to be installed prior to the new metal caps and anchored with gasketed concrete anchors.
- At all roof exhaust vent curbs being repaired fabricate and install new curb wall counter flashings to fully enclose the roof curbs with 24-gauge color clad sheet metal. Anchor new counter flashings with neoprene gasket fasteners.
- Approx 140 LNFT of new curb and wall counter flashings shall be installed and chosen from a standard color selection chart prior to fabrication and installation.
- Clean and dispose of all debris associated with the scope of work.

### **Qualifications/Exclusions**

- Proposal is priced on a not to exceed basis any labor or material not used toward the project will not be billed.
- Ice, snow, and water removal is not included.
- Wet insulation replacement is not included
- All needed electrical connection and disconnect is excluded

***Call us for prices and information on other services:***

\*24/7 repair/emergency response service available.

\*Customized roof maintenance inspection service available.

\*Scheduled maintenance capabilities.

**PROPOSAL/CONTRACT PRICE:** The net sum payable for the project as described in the above referenced scope of work and specifications is: **Four Thousand, Five Hundred Forty-One and 00/100 (\$4,541.00)**

**TERMS:** Owner agrees that all payments required under this Contract shall be due and payable within 20 days of date of invoice, whether billing is for job preparation, material stored, work completed each month or final payment. Owner further agrees that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law, on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Contractor reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Contractor when due. Owner hereby releases Contractor of notice requirements for lien rights in the event payments are not made when due as outlined in this paragraph. **This Proposal/Contract may be withdrawn by Contractor if not accepted within 30 days, or at anytime, subject to increases related to material prices as noted above.** Included herewith on the reverse of this Proposal/Contract are General Conditions. The terms and conditions contained in these General Conditions to the Proposal/Contract are incorporated into and are an integral part of this Proposal/Contract.

- Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility, including the price of oil, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.



**PRE-LIEN NOTICE OF PRIME CONTRACTOR**

(To be Attached as Rider to all Prime Contracts  
for Work on Private Property)

**“(a) ANY PERSON OR PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**

**b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

**RECEIPT**

**Receipt of this Pre-Lien Notice, and a copy hereof, is hereby acknowledged by**

SUBMITTED BY

Schwickerts Tecta America, LLC.

ACCEPTED BY

OWNER:

\_\_\_\_\_  
Dan Schefers

(Sign)

\_\_\_\_\_  
(Sign)

Title: \_\_\_\_\_  
Roofing Services Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
05-06-2025

Date: \_\_\_\_\_



02-75 Service Contract





## ROOF MAINTENANCE & REPAIR PROPOSAL

**City of Oelwein - Public Library**  
201 East Charles Street, Oelwein, IA 50662



### PRESENTED TO

Dylan Mulfinger  
City Administrator  
City of Oelwein  
319-283-5440  
[dmulfinger@cityofuelwein.org](mailto:dmulfinger@cityofuelwein.org)

### PRESENTED BY

Dan Schefers  
Roofing Services Manager  
Schwickert's Tecta America  
507-281-0611  
[dschefers@tectaaamerica.com](mailto:dschefers@tectaaamerica.com)

## GENERAL SUMMARY



02-75 Service Contract

July 11, 2024

Dear Dylan Mulfinger,

Thank you for the opportunity to perform the recent Facility Roof Audit at Public Library. We are pleased to provide the following proposal for maintenance items and repairs that should be performed in order to ensure the performance of your roofs and the watertight occupancy of your building.

For your convenience, repairs have been prioritized as follows:

- Priority A repairs are urgent because they are actively permitting water intrusion or are expected to during the next rainfall. Repairs are recommended immediately.
- Priority B repairs are not urgent, but are recommended for repair within 6-12 months. If left unaddressed, Priority B items can turn into Priority A items.
- Priority C repairs are recommended to ensure the long-term performance of your roof, but not considered necessary. For budget purposes, Priority C repairs should be completed within 1-2 years.

Below is a detailed scope of work and final project pricing. Please review this proposal and contact me with any questions. Your choice of partner to perform this work will affect not only the expeditious performance of this project, but more importantly, the long-term performance of your roof and the protection of your key business operations.

We look forward to working with you to address your needs. Our goal is to ensure that you are able to focus on meeting your core business objectives, and will rarely have to think about roof performance.

Sincerely,

Dan Schefers

Roofing Services Manager

507-281-0611





## SCOPE OF WORK


<https://tectatracker.com/q70022>

### PRIORITY - A REPAIRS

**\$13,056.00**

#### Section A : \$ 8,206.00

- **Repair #2** (Flashing - Flashed Penetration Poorly Sealed) -6/10/24 - Remove the shingles as needed. Remove pillar counterflashing, improperly installed step tins and metal saddles. Wrap pillar sidewalls and decking ice and water shield. Install new step flashings and kick out flashings per coded and lace in new shingles. Re-install Saddled and lace in with new shingles. Install new Surface mount wall counter flashing to cover and seal step tines and saddle. Install new custom pillar metal cap to cover pillar cap stone and wall counter flashing. (Approximately 4 EA) **\$4,398.00**
- **Repair #3** (Flashing - Flashed Penetration Poorly Sealed) -6/10/24 - Improperly flashed in roof vent, remove counter flashing remove shingles remove saddle remove improperly installed shingle tins install new ice and water Shield at base of curb install new Step Tins with shingles and install new roof to wall and counter flashing and reinstall shingles on Saddle 3x3 curb. (Approximately 1 EA) **\$2,858.00**
- **Repair #4** (Flashing - Flashed Penetration Poorly Sealed) -Poorly installed penetration flashing will be properly reinstalled. (Approximately 2 EA) **\$950.00**

#### Section B : \$ 4,850.00

- **Repair #1** (Flashing - Flashed Penetration Poorly Sealed) -Poorly installed penetration flashing will be properly reinstalled. (Approximately 1 EA) **\$475.00**
- **Repair #6** (Flashing - Flashed Penetration Poorly Sealed) -6/10/24 - 18in by 18in curb improperly slashed, missing step Tunes. remove shingles remove counter flashing remove saddle install new Singleton's install new shingles install new saddle install counter flashing. (Approximately 2 EA) **\$4,375.00**


<https://tectatracker.com/w70022>

### PRIORITY - B REPAIRS

**\$7,675.00**

#### Section A : \$ 1,450.00

- **Repair #5** (Flashing - Flashed Penetration Poorly Sealed) -6/10/24 - Heavily rusted kitchen exhaust vent and improperly installed. Remove shingles and kitchen exhaust vent. Install ice and water, install new kitchen exhaust vent and new shingles. (Approximately 1 EA) **\$550.00**
- **Repair #6** (Metal Flashing - Sealant Deteriorated or Missing) -6/10/24 - Clean off old failing sealant on each gutter joint. Install new sealant and clean gutters. (Approximately 100 LF) **\$900.00**

#### Section B : \$ 6,225.00

- **Repair #2** (Metal Flashing - Sealant Deteriorated or Missing) -Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed. (Approximately 100 EA) **\$900.00**
- **Repair #4** (Flashing - Flashed Penetration Poorly Sealed) -Poorly installed penetration flashing will be properly reinstalled. (Approximately 2 EA) **\$950.00**

- **Repair #5** (Flashing - Flashed Penetration Poorly Sealed) -6/10/24 - Poorly installed flashing around roof vents. recommend removing shingles and counter flashing. Install New Step Flashings, saddle and new counter flashing with new shingles 2ft by 2ft curbed. (Approximately 2 EA)

**\$4,375.00**<https://tectatracker.com/e70022>**PRIORITY - C REPAIRS****\$6,875.00****Section B : \$ 6,875.00**

- **Repair #3** (Deteriorated Valley Tin) - 6/10/24 - Deteriorated valley tin. Remove Shingles in Valley Area and ridge cap as needed. Remove and dispose of old Valley metal. Install new Ice + Water shield in center of valley and install new color clad 24" W Style Valley Metal. Install new Shingles and new ridge cap. 2-40' valleys (Approximately 2 EA)

**\$6,875.00**

## PHOTOS

### Section A



**Section A - Deficiency #2**  
Improperly flashed pillars



**Section A - Deficiency #2**  
Improperly flashed pillars



**Section A - Deficiency #2**  
Improperly flashed pillars



**Section A - Deficiency #2**  
Improperly flashed pillars



**Section A - Deficiency #2**  
Improperly flashed pillars



**Section A - Deficiency #3**  
Improperly flashed in roof vent



**Section A - Deficiency #3**  
Improperly flashed in roof vent



**Section A - Deficiency #3**  
Improperly flashed in roof vent



**Section A - Deficiency #3**  
Improperly flashed in roof vent



**Section A - Deficiency #4**  
Improper flashing on Plumbing stack



**Section A - Deficiency #4**  
Improper flashing on Plumbing stack



**Section A - Deficiency #4**  
Improper flashing on Plumbing stack





**Section A - Deficiency #5**  
Heavily rusted kitchen exhaust vent



**Section A - Deficiency #5**  
Heavily rusted kitchen exhaust vent



**Section A - Deficiency #6**  
Failing sealant



**Section A - Deficiency #6**  
Failing sealant



**Section A - Deficiency #6**  
Failing sealant



**Section A - Deficiency #6**  
Failing sealant

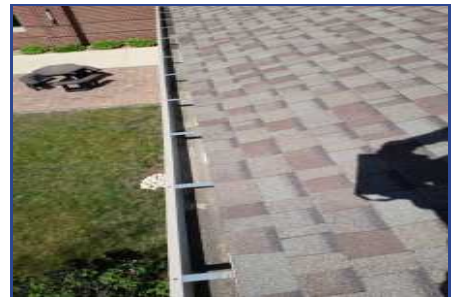
## Section B



**Section B - Deficiency #1**  
Rusted Lead Top



**Section B - Deficiency #1**  
Rusted Lead Top



**Section B - Deficiency #2**  
Metal flashing sealant deteriorated or missing



**Section B - Deficiency #2**  
Metal flashing sealant deteriorated or missing



**Section B - Deficiency #2**  
Metal flashing sealant deteriorated or missing



**Section B - Deficiency #2**  
Metal flashing sealant deteriorated or missing





**Section B - Deficiency #3**  
Deteriorated valley tin



**Section B - Deficiency #3**  
Deteriorated valley tin



**Section B - Deficiency #4**  
Improper Plumbing pipe flashing



**Section B - Deficiency #4**  
Improper Plumbing pipe flashing



**Section B - Deficiency #5**  
Poorly installed flashing



**Section B - Deficiency #5**  
Poorly installed flashing



**Section B - Deficiency #5**  
Poorly installed flashing



**Section B - Deficiency #5**  
Poorly installed flashing



**Section B - Deficiency #5**  
Poorly installed flashing



**Section B - Deficiency #5**  
Poorly installed flashing



**Section B - Deficiency #5**  
Poorly installed flashing



**Section B - Deficiency #5**  
Poorly installed flashing





**Section B - Deficiency #5**  
Poorly installed flashing



**Section B - Deficiency #6**  
Curb improperly slashed



**Section B - Deficiency #6**  
Curb improperly slashed



**Section B - Deficiency #6**  
Curb improperly slashed



**Section B - Deficiency #6**  
Curb improperly slashed



**Section B - Deficiency #6**  
Curb improperly slashed



**Section B - Deficiency #6**  
Curb improperly slashed

## CITY OF OELWEIN'S INVESTMENT

**CONTRACT SUM:** Schwickert's Tecta America, by and through its subsidiaries and affiliates, shall perform the Work for twenty-seven thousand six hundred six dollars (**\$27,606.00**) in current funds, and if this Proposal is accepted by the Owner, Owner shall pay said sum as provided herein.

Total price including labor, materials, supplies & tax	\$27,606.00
<b>TOTAL PROJECT COST</b>	<b>\$27,606.00</b>
(Total price includes labor, materials, supplies & tax)	

If this proposal is accepted by Owner, Owner shall pay said sum as provided herein.

The proposal sum indicated assumes all deficiencies are selected to be repaired. If all deficiencies are not accepted for repair and client/owner authorizes select deficiencies, contact Tecta America for pricing revisions.

This proposal is subject to revision or withdrawal by Tecta America until communication of acceptance. This proposal expires **thirty (30) days** after the date stated above, if not earlier accepted, revised or withdrawn.

Customer warrants he/she has personally read and understands the terms and conditions on the following page(s) of this proposal, and that any contract between the parties is subject to these terms and conditions.

The undersigned hereby accepts this Proposal, and agrees that this writing shall be a binding contract and authorizes Schwickert's Tecta America to proceed with the Work.

**Owner/Customer:**

**Schwickert's Tecta America**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** Dan Schefers

**Title:** \_\_\_\_\_

**Position:** Roofing Services Manager

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



02-75 Service Contract

## TERMS & CONDITIONS

1. These terms and conditions relate to the services being performed as described herein. If this work is being performed in accordance with a Master Agreement, then the terms and conditions of the master agreement will take precedence.

2. **Nature of Work.** Schwickert's Tecta America ("Tecta") shall furnish the labor and material to perform the work described herein. Tecta does not provide engineering, consulting or architectural services. Tecta is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

3. **Commencement of Work.** Customer warrants that the structures on which Tecta is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Tecta's prosecution of the work indicates only that the surface of the deck appears satisfactory to Tecta to attach roofing materials.

4. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof.

5. **Asbestos and Toxic Materials.** This Work is based on Tecta not coming into contact with asbestos-containing or toxic materials. Tecta shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

6. **Payment.** Unless stated otherwise on the face of this Work Order, Customer shall pay the invoiced amount within ten (10) days of receipt of the invoice. If completion of the Work extends beyond one month, Customer shall make monthly progress in accordance with the billed invoices. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tecta shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.

7. **Back charges.** No back charges or claims for payment of services or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act, or omission which is the basis of the back charge.

8. **Insurance.** Tecta shall carry worker's compensation, and commercial general liability insurance. Tecta will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's upon request. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability or property damage insurance maintained by Tecta.

9. **Interior Protection.** Customer acknowledges that roof work on an existing building may cause disturbance, dust or debris to fall into the interior. It is the customer's responsibility to remove

or protect property directly below the roof in order to minimize potential interior damage. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.

10. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products may be released and noise will be generated as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

11. **Warranty.** Tecta's work will be warranted by Tecta in accordance with its standard warranty, no other portions of the roof is warranted with the exception of those roofs still under a manufacturer's warranty. Tecta shall only be liable for work it has been specifically asked to perform. Tecta is not liable for the entire roof. Tecta is not guaranteeing any other areas of the roof beyond those it specifically repaired. Tecta is not responsible for any work performed by anyone or any company other than Tecta.

12. **Existing Conditions.** Tecta is not responsible for leakage due to the existing conditions of the roof or other portions of the building that have not yet been repaired by Tecta. While every attempt has been made by Tecta to resolve the leak condition, the roof may be experiencing numerous leak conditions and Tecta may be required to return to the roof to resolve these unforeseen conditions. Customers shall hold Tecta harmless for these unforeseen additional leak conditions. Tecta's warranty and liability only extends to the work performed by Tecta.

13. **Mold.** Tecta is committed to acting promptly so that roof leaks are not a source of potential interior mold growth. The Customer is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for indoor air quality. Customer shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from water intrusion into the building. Customer agrees to indemnify and hold harmless Tecta from claims brought by tenants and third parties arising from mold growth.

14. **Indemnification.** To the fullest extent permitted by law, Tecta shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta's work under this Work Order provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta or anyone for whose work Tecta is responsible under this contract. **In no event shall such liability include indirect, incidental, special, exemplary, punitive, unmitigated, or consequential damages.**

RESOLUTION NO. \_\_\_\_\_-2025

RESOLUTION TO APPROVE A LEASE TO OELWEIN CHAMBER AND AREA DEVELOPMENT

WHEREAS, the City of Oelwein and the Oelwein Chamber and Area Development have a long-standing, working relationship; and

WHEREAS, the chamber will be hosting events for the entire community; and

WHEREAS, the City of Oelwein prioritizes economic development; and

WHEREAS, the lease will be 3 years at \$1.00 per month the use of Depot Park, and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa approves the lease to Oelwein Chamber and Area Development.

Passed and approved this 12<sup>th</sup> day of May, 2025

\_\_\_\_\_  
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

Cantrell

Seeders

Payne

Attest:

\_\_\_\_\_  
Dylan Mulfinger, City Administrator

Recorded May 13, 2024.



## LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into this \_\_\_\_\_, by and between the City of Oelwein, Iowa ("Landlord"), whose address, for the purpose of this lease, is 20 2<sup>nd</sup> Ave. SW, Oelwein, IA 50662 and Oelwein Chamber and Area Development (OCAD) ("Tenant"), whose address for the purpose of this lease is 6 S Frederick Ave, Oelwein, IA 50662.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Fayette County, Iowa:

That portion of the property locally known as Depot Park at 25 W Charles, Oelwein, IA 50662 (Tax Parcel # 1821181020)

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the date set out in the City Council Resolution approving this Lease Agreement, and continuing on a month to month basis thereafter, unless and until terminated by either party consistent with the termination provisions as detailed and explained within Paragraph 19 "Additional Provisions" of this Lease Agreement.

2. **RENT.** Tenant agrees to pay Landlord as rent \$1.00 per month, in advance commencing on the date on which this lease is approved by both parties, and on the same day of each month thereafter, during the term of this lease. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 10% per annum.
3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease.
4. **USE.** Tenant shall use the premises for events that promote the community. These events may have alcoholic sales and may be used to raise funds for nonprofit organizations.
5. **CARE AND MAINTENANCE.**
  - A. Tenant takes the premises as is, except as herein provided.
  - B. Landlord will maintain park as needed
6. **UTILITIES.** N/A
7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord.
9. **INSURANCE.**
  - A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To

the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

- B. LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

**10. LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

**11. INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

**12. DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 30 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

**13. MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

**14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

- A.** Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

- B.** Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.



## REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

**15. SIGNS.** N/A

**16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

**17. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

**18. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

## **19. ADDITIONAL PROVISIONS.**

- a. Landlord agrees to provide Tenant ninety (90) days' notice of lease termination.
- b. Tenant acknowledges that Landlord may terminate the lease upon said ninety (90) days' notice for any reason in the sole discretion of Landlord.
- c. The Parties agree that in no event will this lease be allowed to extend beyond three (3) years from the approval effective date of this Lease Agreement. That should the Parties wish to continue this lease beyond three (3) years that the Council would be required to consider approval of a new lease agreement. (Iowa Code requires a public hearing before entering into a lease agreement for a term in excess of three years. At entry into this lease agreement the Parties do not intend

for this lease to continue beyond three years and, therefore, no public hearing was required or held in advance of Council consideration and approval hereof.

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CITY OF OELWEIN , LANDLORD

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OELWEIN CHAMBER AREA  
DEVELOPMENT PRESIDENT,  
TENANT

**NOTICE OF PUBLIC HEARING  
On Proposed Plans, Specifications, Form of Contract  
And Estimate of Cost and the**

**NOTICE TO BIDDERS  
For the Taking of Construction Bids  
For the  
ACQUIRE SNOW REMOVAL EQUIPMENT  
(CARRIER VEHICLE AND SNOW PLOW)  
OELWEIN MUNICIPAL AIRPORT  
FAA AIP PROJECT #3-19-0067-015  
In the City of Oelwein, Iowa**

**RECEIVING OF BIDS**

Sealed proposals will be received by the City Clerk of the City of Oelwein, Iowa, at their office in City Hall in the said City on the 22<sup>th</sup> day of May, 2025, until 1:30 p.m., for the purchase of the following equipment, as described in the plans and specifications now on file in the Office of the City Clerk:

Item	Date of Bid Opening	Time of Bid Opening
<b><i>Carrier Vehicle and Snow Plow</i></b>	<b><i>May 22, 2025</i></b>	<b><i>1:30 p.m.</i></b>

All proposals must be received at the address indicated herein above prior to the time and date specified for bid opening. Bids received after the specified time and date of the bid opening will be returned unopened. The City of Oelwein shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

**OPENING OF BIDS**

All proposals received will be opened in the Council Chambers at City Hall in the City of Oelwein, Iowa, on the 22<sup>th</sup> day of May 2025, at 1:30 p.m., local time, and the proposals will be acted upon at such later time and place as may then be fixed.

**PUBLIC HEARING**

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the purchase of the above-described equipment at 6:00 p.m. on May 27, 2025, said hearing to be held in the Council Chambers in the City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by AECOM are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth.

**SCOPE OF WORK**

The extent of work involved is for purchase and delivery of Snow Removal Equipment consisting of a ***Carrier Vehicle and Snow Plow.***

**BEGINNING AND COMPLETION DATES**

The purchase of the equipment under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and shall be delivered to the Oelwein Municipal Airport in 450 calendar days.

### **PLANS AND SPECIFICATIONS**

Plans and Specifications governing the purchase of the proposed equipment have been prepared by AECOM, which plans and specifications, and also the prior proceedings of the City Council referring to and defining said proposed equipment, are hereby made a part of this notice, and the proposed contract by reference shall be executed in compliance herewith.

Electronic copies of the Plans and Specifications, including instructions to bidders, technical specifications, standard terms and conditions, and proposal forms, are obtainable by a qualified bidder from the following:

**Kimberley Smith - Kimberley.Smith@aecom.com, phone +1-319-874-6614**  
**AECOM, 501 Sycamore Street, Suite 222, Waterloo, Iowa 50703.**

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. The Owner has established a DBE contract goal of 0 percent for this contract. Award of this contract will be conditioned upon satisfying the requirements of this section.

### **BID SECURITY REQUIRED**

No bid security is required.

### **CONTRACT AWARD**

Bids may be held by the **City of Oelwein** for a period not to exceed **60 days** from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

It is the intent of the **City of Oelwein** to make award of contract to the responsive and responsible bidder that submits the most advantageous bid. The right is reserved by the **City of Oelwein** to reject any and all bids and to waive any informality in the bids received.

This procurement action is governed by all applicable local, State and Federal regulations. Federal provisions include are not limited to the following:

Executive Order 11246 and DOL Regulation 41 CFR PART 60 - Affirmative Action to Ensure Equal Employment Opportunity

DOT Regulation 49 CFR PART 29 - Governmentwide Debarment and Suspension and Governmentwide Requirements for Drug-free Workplace

DOT Regulation 49 CFR PART 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (Foreign Trade Restriction).

TITLE 49 United States Code, CHAPTER 501 – Buy American Preferences

### **SALES TAX EXEMPTION CERTIFICATES**

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Oelwein.

Published pursuant to the provisions of Chapter 26 of the Code of Iowa and upon order to the City Council of said Oelwein, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Item 17.

CITY OF OELWEIN, IOWA

BY: \_\_\_\_\_  
Barbara Rigdon  
City Clerk



# Minutes

Airport Board

Municipal Airport, 19623 40th Street, Oelwein, Iowa

April 23, 2025 - 6:30 PM

## CALL TO ORDER

Woodraska called the meeting to order at 6:32PM.

## ROLL CALL

Present: Woodraska, Bagge, Schares, and Reinking, Council Liaison Ricchio (Via Phone)

Absent: Airport Assistant Manager Stewart

## APPROVAL OF MINUTES

### 1. March Minutes.

A motion to approve was made by Reinking and seconded by Bagge to approve the March minutes. All aye. Motion carried.

## EXPENSE REVIEW

### 2. March Expenses.

The board reviewed the current expenses. The annual rent payment for land was received at \$28,500 (down from last year due to a reduction in land area).

A motion to approve was made by Bagge and seconded by Schares to approve the March expenses. All aye. Motion carried.

## RECOGNITION OF THE ROYCE KING FAMILY

### 3. Recognition of the Royce King Family of the antique wooden propellers.

Two aviation propellers were donated by the Royce King family. The board agreed to send a thank-you note and pursue plaques for display. Tommy Stewart had mounted the propellers. Ricchio agreed to contact Dylan Mulfinger to arrange for plaques.

## FBO REPORT

Mike Wilhelms of Sky Valley Aviation wrote to the board that he would like to inform the board that Sky Valley Aviation has been busy with performing annuals and maintenance.

*The message was written prior to the meeting due to a foreseen absence from the meeting.*

## OLD BUSINESS

### 4. Airport Information Updates.

#### a) Airport Contact Info Update:

- Tommy Stewart updated FAA and DOT listings on April 10th. Changes were submitted but not yet reflected publicly.
- The board expects updates to be visible in the following month.

#### b) Food Truck Event Discussion:

- Iowa Falls reported past success with food truck events but canceled this year due to airport construction.



- Board discussed holding future events on non-conflicting days (e.g., Tuesdays).

**c) Runway Rolling Equipment:**

- Greg Bryan used a new tractor with suitable tires for field rolling. Concerns were raised about weld deterioration on the heavy roller.
- Tommy is aware of the issue and will assess the need for repair.

**d) Community Hangar Door Repairs:**

- Kyle Rich reported wind damage to the rear hangar doors. Tommy had previously indicated a plan to install three support brackets.
- Board encouraged Kyle to follow up with Tommy for resolution.

**NEW BUSINESS**

**1. Young Eagles Rally Planning (May 17, 2025):**

- Event to include:
  - Aircraft rides for youth.
  - RC plane demonstrations by local club.
  - Food trucks coordinated through the city.
- Dylan Mulfinger confirmed food vendors can attend with no setup fee since it is a city-sponsored event.
- The board discussed encouraging vendors to donate a portion of proceeds to the airport.
- Suggested vendors: Wildly Coyote, Big Dog (Jason Holland).
- Considerations:
  - Electricity needs vs. generators.
  - Placement of food trucks near hangars.
  - Barricades and orange fencing to ensure safe spectator areas.
  - Signage warning participants to avoid large meals prior to flights.
  - RC runway to be prepared with a 30x100 ft short-mowed area.
  - Use of picnic tables and promotion of "bring your own chair" policy.

**2. Publicity & Communications:**

- Discussion on creating a Facebook event page and linking promotional materials.
- Involve City and Chamber of Commerce in vendor outreach.
- Encourage video content and photographs from RC club for promotion.

**3. Contingency Planning:**

- Board discussed need for clear communication in the event of cancellation due to weather.
- Coordination with Young Eagles representative John Dutcher required.

**4. Unairworthy Aircraft:**

- Status of letter to Musketeer aircraft owner was unclear. Dylan to coordinate with Tommy regarding further steps.

- Board stressed importance of reclaiming space if aircraft is not made airworthy.

**5. Fuel Sales:**

- Informal report noted a pilot from Idaho stopped for fuel due to competitive pricing.
- The board observed fuel pricing continues to attract transient traffic.

**SCHEDULE NEXT MEETING DATE**

May 14, 2025 at 6:30 PM.

**ADJOURNMENT**

A motion to adjourn the meeting was made by Reinking and seconded by Bagge. All aye. Motion carried.

## **Vacant Seats on Boards and Commissions**

- Board of Appeals
  - Purpose: 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
  - Term: 5 years
  - Meets as needed
- Zoning Board of Adjustments
  - Purpose: 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.
  - Term: 5 years
  - Meetings are held on the third Thursday of the month at 5:30 PM in the Council Chambers as needed.



## Application for Appointment to Boards and Commissions

20 Second Avenue SW, Oelwein, Iowa 50662

319 283 5440

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Occupation \_\_\_\_\_

How long have you been a resident of Oelwein? \_\_\_\_\_

Please check the following boards or commissions to which you would like to be appointed:

- |   |  |
|---|--|
| <input type="checkbox"/> Airport Board                | <input type="checkbox"/> Civil Service Commission                    |
| <input type="checkbox"/> Electrical Board             | <input type="checkbox"/> International Code Council Board of Appeals |
| <input type="checkbox"/> Library Board                | <input type="checkbox"/> Mechanical Board                            |
| <input type="checkbox"/> Park & Recreation Commission | <input type="checkbox"/> Planning and Zoning Commission              |
| <input type="checkbox"/> Plumbing Board               | <input type="checkbox"/> Tree Board                                  |
| <input type="checkbox"/> Zoning Board of Adjustment   |  |

Describe past experience which would benefit the board or commission applied for:

Describe the qualities and attributes you possess that would be of benefit to the board or commission applied for:

Describe your desire to serve on this board of commission:

Describe similar volunteer experiences:

Describe any goals and/or objectives you envision for the board/commission:

Any additional information or comments you wish to offer:

Hours of Availability: \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature (electronic accepted)

\_\_\_\_\_  
Date

City Hall

Reviewed by:

☐ Mayor ☐ City Administrator ☐ Board or Commission Chair ☐ Department Head



To: Mayor and City Council  
From: Dylan Mulfinger  
Subject: City Administrator Agenda Memo  
Date: 5/12/2025

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#### Public Hearing

2. Public Hearing removing Chapter 9, Cable TV from the Oelwein Code of Ordinances on May 12, 2025 at 6:00 PM in the Oelwein City Council Chambers.
  1. This ordinance removes the cable TV code that we no longer need.
3. Public Hearing adding Chapter 101, RAGBRAI - Miscellaneous Permits to the Oelwein Code of Ordinances on May 12, 2025 at 6:00 PM in the Oelwein City Council Chambers.
  1. This ordinance allows for RAGBRAI to function for one day in Oelwein.
4. Public Hearing to review the rezoning request for 204 3rd Street SE on May 12, 2025 at 6:00 PM in the Oelwein City Council Chambers.
  1. This rezone is recommended by the planning and zoning commission.
5. Public Hearing to review the rezoning request for 1297 South Frederick Avenue on May 12, 2025 at 6:00 PM in the Oelwein City Council Chambers.
  1. This rezone is recommended by the planning and zoning commission.

#### Ordinances

6. Consideration of an ordinance deleting Chapter 9, Cable TV to the Oelwein Code of Ordinance. - First Reading.
  1. This ordinance removes the cable TV code that we no longer need. The City Administrator recommends approving the first reading.
7. Consideration of a motion to waive the second and third readings on an Ordinance adding Chapter 101, RAGBRAI - Miscellaneous Permits to the Oelwein Code of Ordinance.
  1. This allows the city council to approve on the first reading and wave the second and third.
8. Consideration of an ordinance adding Chapter 101, RAGBRAI - Miscellaneous Permits to the Oelwein Code of Ordinance. - First and Final Reading.
  1. The city does not need to wait to put this ordinance into effect. The City Administrator recommends approving the first reading and waiving the second and third.
9. Consideration of an Ordinance amending Oelwein Zoning Ordinance to Reclassify Real Estate commonly known as 204 3rd Street SE, Oelwein, Fayette County, Iowa from C-2 Highway Commercial to R-1 Residential. - First Reading.
  1. This rezone is recommended by the planning and zoning commission. The City Administrator recommends approving the first reading.





10. Consideration of an Ordinance amending Oelwein Zoning Ordinance to Reclassify Real Estate commonly known as 1297 S. Frederick Avenue, Oelwein, Fayette County, Iowa from C-2 Highway Commercial to R-2 Residential. - First Reading.

1. This rezone is recommended by the planning and zoning commission. The City Administrator recommends approving the first reading.

#### Resolutions

11. Consideration of a resolution setting a public hearing amending the Fiscal Year 2024-2025 budget on May 27, 2025 at 6:00 PM at the Oelwein City Council Chambers.

1. This public hearing is required by the state of Iowa. The city clerk has prepared the budget amendment which will be voted on May 27. The City Administrator recommends approving the resolution.

12. Consideration of a resolution setting a public hearing for May 27th, 2025 at 6:00 PM for the construction plan specifications for the construction of the Segment 2 Trail Improvements.

1. This public hearing is needed as the project crosses the state thresholds for cost. The City Administrator recommends approving the resolution.

13. Consideration of a resolution approving the bid from Baumler Implement for the purchase of a Brush Hog Mower in the amount of \$30,500.00.

1. This piece of equipment was proved for July 1 by the city council. Funding is available and staff would like to use this equipment this season. Ordering this equipment will still see a delivery day in June. Normally CIP items do not come back to the city council, but with an early order, the city administrator needs permission. The City Administrator recommends approving the resolution.

14. Consideration of a resolution approving the proposal of design services with Fehr Graham for the 2026 Water System Improvement.

1. The city is ready to design its first project with the new infrastructure money from the 2025 increase. This project will be bid in January of 2026 and started in spring of 2026. The City Administrator recommends approving the resolution.

15. Consideration of a resolution approving Library Roof Repairs with Schwickert's Tecta America in the amount of \$17,597.00.

1. The city is making great progress on fixing the library roof. This repair should help the library get toward zero water infiltration. The City Administrator recommends approving the resolution.

16. Consideration of a resolution approving the lease to Oelwein Chamber and Area Development.

1. The Oelwein Chamber and Economic Development needs a lease in order to apply for their usual liquor license. The lease will save the chamber money. The City Administrator recommends approving the resolution.

APRIL 2025

## CITY OF OELWEIN TREASURER'S REPORT

Date Printed

5/2/2025

Fund	Beg Balance	Revenue	Expense	Transfers	Fund Balance	BANK BALANCE
001 General	638,608.53	529,856.46	420,292.66	(916.67)	747,255.66	Item A.
051 County Emergency Management	6,960.76	6,892.00	-	-	13,852.76	
110 Road Use Tax	716,106.52	69,267.56	56,955.50	-	728,418.58	
112 Trust and Agency	447,780.69	331,976.95	81,661.65	-	698,095.99	
113 Flex Spending	1,436.73	1,390.66	1,411.66	-	1,415.73	
119 Emergency	3,666.75	-	-	-	3,666.75	1,415.73
120 Sidewalks Repaired/Replaced Dwtm	-	-	-	-	-	
121 Sales Tax	623,061.93	67,348.76	-	-	690,410.69	
122 Hotel/Motel Tax	57,149.49	3,842.66	-	-	60,992.15	
123 Gas-Electric Franchise Fee	390,358.78	233,801.27	18,592.09	(21,260.00)	584,307.96	
124 Library Bequest	362,321.88	1,253.89	-	-	363,575.77	
126 Downtown TIF	202,592.27	-	-	-	202,592.27	
127 Industrial Park TIF	-	55,950.80	-	-	55,950.80	
128 Ind Park SubFund TIF East Penn	1,119,565.68	33,326.78	-	-	1,152,892.46	
132 DARE	-	-	-	-	-	
136 Trees Forever	11,466.06	-	2,115.00	-	9,351.06	
146 Oelwein Housing Revolving Loan Fund	110,742.27	545.05	-	-	111,287.32	
160 Econ Dev (\$12,500 Wellness Res)	238,942.40	1,814.89	18,636.33	-	222,120.96	
161 IRP Revolving Loan	283,397.18	19,749.78	22,421.76	-	280,725.20	281,921.96
162 Downtown Business Grants	166,016.29	-	-	-	166,016.29	
167 Oelwein Volunteer Fire Dept	20,104.10	-	802.98	916.67	20,217.79	
177 Forfeit Assets	10,766.30	254.27	-	-	11,020.57	
200 Debt Service	804,860.79	179,384.62	600.00	21,260.00	1,004,905.41	
201 Water Bondsinking	331,609.73	862.26	-	29,238.00	361,709.99	
202 Sewer Bondsinking	630,401.59	1,635.28	-	58,010.00	690,046.87	
205 Special Assessments	34,777.33	93.61	-	-	34,870.94	
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)	40,000.00	-	-	(18,157.50)	
305 Airport Grant	7,276.69	-	37,713.97	-	(30,437.28)	
307 Tri Park Trail Extensions	1,078,851.35	86,695.16	3,563.75	-	1,161,982.76	
310 Plaza Park Expansion (OCAD Project)	-	-	-	-	-	
314 Dry Run Creek Flooding	(169,212.02)	-	18,964.75	-	(188,176.77)	
360 Cares Act NE Sewer Replacement	(2,597.28)	-	15,793.27	-	(18,390.55)	
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	225,805.93	619.12	-	-	226,425.05	
388 2024 GO Bond Const 10th St Bridge	1,289,826.64	4,214.35	-	-	1,294,040.99	
393 2022 GO Bond Construction City Hall	172,890.38	474.03	-	-	173,364.41	
397 Railroad Grant-Viaduct	25,187.92	69.06	-	-	25,256.98	
501 Cemetery Perp Care	299,170.05	0.18	-	-	299,170.23	2,170.23
600 Water (2016D Reserve \$67,000)	1,369,440.16	135,101.61	139,226.48	(29,238.00)	1,336,077.29	
601 Water Infrastructure Fee	101.71	23.08	2,706.21	-	(2,581.42)	
620 Customer Water Deposits	138,390.77	8,229.34	1,784.79	-	144,835.32	
640 Fuel	8,495.76	1,819.28	-	-	10,315.04	
670 Landfill	229,365.06	51,198.61	66,057.94	-	214,505.73	
671 Recycling	57,500.81	6,313.40	15,721.11	-	48,093.10	
672 ROW Trees Utility Fee	75,288.95	8,044.20	21,860.93	-	61,472.22	
680 Wellness Center	(64,356.72)	13,487.33	27,389.79	-	(78,259.18)	
700 Sewer/Waste Treatment	1,906,789.32	169,609.50	142,353.91	(58,010.00)	1,876,034.91	
701 Sewer Infrastructure Fee	(68.38)	7.81	2,706.21	-	(2,766.78)	
706 Reed Bed Exp - EQ Liner	(106,627.80)	-	-	-	(106,627.80)	
	<b>13,710,038.49</b>	<b>2,065,153.61</b>	<b>1,119,332.74</b>		<b>14,655,859.36</b>	

Fidelity 999-1003 and Community 999-1004 Money Market Accounts

2,639,964.20

CD'S Fidelity 999-1113, Community 999-1114 Cemetery 501-1001

10,397,000.00

Fidelity IRP 999-1001/Flex 999-1002/Cem Perp Bank Ckng 501-1002

284,311.16

Unapplied Accounts Receivable

Balance Checking Account 999-1000

1,334,584.00

Payroll Liabilities

**14,655,859.36****14,655,859.36**Signature: 

Date: 5/5/2025

4/1/2025

4/30/2025

3/31/2025

revenue	expense	transfer in	transfer out
001-___-4___	001-___-6___	001-___-49___	001-___-69___
051-___-4___	051-___-6___	051-___-49___	051-___-69___
110-___-4___	110-___-6___	110-___-49___	110-___-69___
112-___-4___	112-___-6___	112-___-49___	112-___-69___
113-___-4___	113-___-6___	113-___-49___	113-___-69___
119-___-4___	119-___-6___	119-___-49___	119-___-69___
120-___-4___	120-___-6___	120-___-49___	120-___-69___
121-___-4___	121-___-6___	121-___-49___	121-___-69___
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124-___-4___	124-___-6___	124-___-49___	124-___-69___
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127-___-4___	127-___-6___	127-___-49___	127-___-69___
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132-___-4___	132-___-6___	132-___-49___	132-___-69___
136-___-4___	136-___-6___	136-___-49___	136-___-69___
146-___-4___	146-___-6___	146-___-49___	146-___-69___
160-___-4___	160-___-6___	160-___-49___	160-___-69___
161-___-4___	161-___-6___	161-___-49___	161-___-69___
162-___-4___	162-___-6___	162-___-49___	162-___-69___
167-___-4___	167-___-6___	167-___-49___	167-___-69___
177-___-4___	177-___-6___	177-___-49___	177-___-69___
200-___-4___	200-___-6___	200-___-49___	200-___-69___
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301-___-4___	301-___-6___	301-___-49___	301-___-69___
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305-___-4___	305-___-6___	305-___-49___	305-___-69___
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672-___-4___	672-___-6___	672-___-49___	672-___-69___
680-___-4___	680-___-6___	680-___-49___	680-___-69___
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706-___-4___	706-___-6___	706-___-49___	706-___-69___

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9991000 Checking

9991111 Utility

9991112 Accounts Receivable

0012120 payroll liabilities

\_\_\_-2020 accounts payable

- Ckg Bal to match

Col I Line 62

Revenue check - should equal transfers

Item A.



Mayor, Council,

The following was provided to the Iowa Department of Transportation in reference to the City of Oelwein maintaining their Automatic Traffic Enforcement:

Thank you for your email. While we're pleased to hear that IDOT is reviewing Oelwein's appeal, as indicated in our appeal documents, it remains the City's position that IDOT lacks the discretion to deny permits to existing systems once valid submissions are provided consistent with Division II, Section 10 of Chapter 321P of the Iowa Code. The City provided valid submissions consistent with Iowa Code section 321P.2(a) – (g) on or before July 1, 2024, and never received any indication that its submissions were not valid. As such, Oelwein should have been issued operating permits as an existing system.

The City does not believe that additional information is required by the Iowa Code and the City strongly urges IDOT to apply the plain language of Chapter 321P and treat the City's ATE system as an existing system as compared to a new system post-2024. Applying the discretionary "critical traffic safety issues" standard as laid out in section 321P.1 as if the City was applying for a new system is directly contrary to the mandatory language of Division II, Section 10 of Chapter 321P. The Iowa Legislature treated the two systems different so it would be inappropriate to treat them the same for the purposes of appeal.

Without waiving any arguments in our appeal, we do feel that providing you with a representative sample of the issues we are facing in the areas of our ATE systems, will further shed some light on why the City has made the decision to place the ATE's at the designated locations. In addition to the information provided in our June 2024 application and again in our appeal, the following data demonstrates the need and urgency for the automated traffic enforcement systems in Oelwein. While the apparent standard for consideration, for new systems, is traffic accidents resulting in serious injury or death, we maintain the position that violations cause accidents. The more violations, the more at risk our public is for a serious accident.

We have researched the period of November 1, 2024, to April 30, 2025, to where the systems were tracking data, but not enforcing violations. During this six-month period, the systems detected 20,192 violations at 11 mph or more over the speed limit. A breakdown of those numbers reflects 19,209 violations for speed violations at the 11 mph to 20 mph range. Further, 615 of those violations were in the 21 mph to 25 mph threshold, 155 of which were in the 26 mph to 30 mph threshold, and an astounding 213 violations for at or above 31 mph over the speed limit.

For comparison, we researched the same 6-month period one year prior (November 1, 2023, to April 30, 2025) to where the ATE systems were on and enforcing traffic violations. During this six-month period, the systems detected 4,368 violations at 11 mph or more over the speed limit. A breakdown of those numbers reflects 3,931 violations for speed violations at the 11 mph to 20 mph range. Further, 186 of those violations were in the 21 mph to 25 mph threshold, 63 of which were in the 26 mph to 30 mph threshold, and 188 violations for at or above 31 mph over the speed limit.

This data reflects that when the ATE system was in place and enforcement was utilized, the public's behavior was positively impacted by significantly reducing the violations and therefore the potential for a serious accident. When the public was aware that the systems were not enforcing violations, behavior devolved to serious traffic infractions with a 362.8% increase in overall violations. The highest number of violations are coming from the area in which the IDOT listed the Oelwein ATE system as not necessary, which is East Line Road. While the City respects the position that the IDOT has been placed in, the City believes that painting all communities with the same brush is not an equitable way to determine the need for these safety systems. These decisions should be left for local control as the elected officials have researched and are responding to community needs.

We also recognize that enforcement efforts are held to a least restrictive means standard. As the data reflects, the violation counts are significant. The community of Oelwein has a high call for service count with an officer allotment below national and state standards. To exasperate this issue, due to recent property tax cuts, our community will be losing an officer position. In a recent survey, our police department responds to calls for service that rank in levels of communities 1.5 time our size and departments that have an officer allotment of 3 to 4 more officers than Oelwein. With officers time being demanded in so many areas, an expectation of intense officer traffic enforcement is not feasible.

For the reasons stated in our June 2024 application, for the reasons stated in our appeal, and for the reasons stated above, the City of Oelwein hereby requests approval of all ATE systems that have been previously requested and that were in place prior to January 1, 2024. If you wish to receive further details or specific breakdowns of data by location, please feel free to reach out.



## City of Oelwein, IA

### CLIENT LIAISON:

Marie Amundson, PE

Phone: 608.242.6623

[mamundson@msa-ps.com](mailto:mamundson@msa-ps.com)

Lisa Truong, MPA

Phone: 319.536.3492

[ltruong@msa-ps.com](mailto:ltruong@msa-ps.com)

### DATE:

May 1, 2025



## COMMUNITY CHANGE GRANT – PROJECT #08884014

The City received an email from EPA stating they had received a significant amount of applications requesting an amount significantly exceeding the dollars available. The email did not state the City was not going to be funded, but said they were still reviewing applications and not to be hopeful. In light of the new Federal Administration's desire to reduce or rescind Federal grants related to social justice, etc., it is possible this source of funds could be dissolved altogether.

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

## BRIG FMA FUNDING – PROJECT #08884015

MSA worked with HSEMD and its consultants to submit the FMA application by April 18. As yet, we have not heard anything regarding the application status.

## RAIL YARD BROWNFIELD

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

In addition, MSA and Eocene have begun discussions with Upper Explorerland Regional Planning Commission regarding and EPA Brownfield Assessment Grant application similar to one they secured in 2012. The RPC is very interested and has been talking to other agencies in the region to determine the need beyond Oelwein in order to put forth the strongest application. If successful, this would be an excellent source of funding to move forward with the next steps provided in Eocene's report.





## The Library Noise May 2025

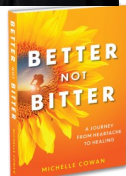
Volume 16, Issue 5

### May Calendar

5/12 Friends	1:30
5/13 Library Board Meeting	5:30
5/19 Book Talk	10:00
May Theme: Historical	
5/22 Oelwein Reads at Ampersand	6:00
The Overnight Guest by Heather Gudenkauf	
5/26 Memorial Day Library Closed	
5/27 SRP Registration Event	4:00-6:00

### Coming Author Presentation June 4th at 5:30 p.m.

Michelle Cowan will present her book *Better Not Bitter: a Journey From Heartache to Healing*. She shares the story of the tragic loss of her husband due to a car accident involving a drunk driver. Listen to her inspiring story of how she and her daughter survived this loss, their pursuit for policy change and justice, how she found forgiveness towards the driver that took her husband's life, and finding healing through the love and kindness of others. Sponsored by the Friends of the Library.



### Donor's Corner

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

#### In memory of Seth Garceau

Jens & Joanne Nielsen

#### In memory of Frances "Frankie" King

The Friends of the Library

#### In memory of Marilyn Bennett

Dennis & Michaela Graves

#### In memory of Terri Derflinger

Steve & Mary Reeder

#### In memory of Virginia Steil

Steve & Mary Reeder



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.

### The Summer Reading Program is coming! And the Art Show too! We have a summer of FUN planned for you!

Get ready to unleash your inner artist at the 9th Annual Oelwein Public Library Art Show! Mark your calendars for June 2nd when all the fabulous creations will be on display. Art Show guidelines and identification tags can be found on the library website. Our Summer Reading Program kicks off on the same day and runs through June 30th, with the super cool theme:

**Level Up at Your Library!** Here's a rundown of the events:

**Tuesday, May 27th from 4:00-6:00 p.m.** Drop-in Registration. Decorate your book bag.

**Wednesday June 4th at 10:00 a.m. Stuffed Animal Sleepover.** Bring your animal friend to Pages & Play Club for an overnight stay. Pick them up on Thursday.

**Wednesday, June 4th at 5:30 p.m. Author Michelle Cowan** Her book, *Better Not Bitter* tells of her courage to survive after the tragic loss of her husband due to a car accident involving a drunk driver.

**Thursday, June 5th at 4:00 p.m. Pokemon Party** Fun with Pokemon activities and crafts.

**Wednesday, June 11th at 9:00 a.m. Creature Feature with Fontana** Meet an animal who will stay at the library for a month. Stay after this program for **Read with Local Law Enforcement at 10:00 a.m.** Oelwein Police & Fire Dept.

**Thursday, June 12th LEGO Derby at 2:00 p.m.** Create & Race.

**Saturday, June 14th at 10:00 a.m. MUSH! With Sled Dog Noggin & Karen.**

This program sponsored by a generous patron.

**Tuesday, June 17th Tree Wall Art at 6:00 p.m.** Use discarded puzzle pieces for this art. All materials supplied.

**Thursday, June 19th at 2:00 p.m. Absolute Science Butterfly Tents** Get an up close butterfly experience. Sponsored by the Friends of the Library.

**Tuesday, June 24th at 6:00 p.m. Mini Book Necklaces** Pick a favorite book cover & make your own necklace.

**Thursday, June 26th at 5:00 p.m. Summer Reading Finale Picnic**

Enjoy pizza, courtesy of Casey's, Prize drawing, & FUN!

- **Oelwein Reads Book Club May 22nd at 6:00 p.m.**
- This book club meets at Ampersand (110 S. Frederick)
- The book selected is *The Overnight Guest* by Heather Gudenkauf. Contact the library if you would like a copy.



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

# KID ZONE

Item B.

May 2025

## New items on the shelf

### DVD's:

**Flight Risk, Companion, Dog Man, Mufasa: The Lion King**

### Fiction:

South of Nowhere-Jeffery Deaver, The Murder Machine-Heather Graham, Wildfire-Hannah Grace, 25 Alive-James Patterson, Vera Wong's Guide to Shopping-Jesse Q. Sutanto, The Rose Arbor-Rhys Bowen, Beautiful Ugly-Alice Feeney, Dream State-Eric Puchner, Summer Light on Nantucket-Nancy Thayer

### Non-Fiction:

The Next Day-Melinda Gates, Miracles and Wonder-Elaine H. Pagels, Autism Out Loud-Kate Swenson, The JFK Conspiracy-Brad Meltzer, On the Hippie Trail-Rick Steves, Waiting on the Moon-Peter Wolf, The Harder I Fight the More I Love You-Neko Case

### New YA:

Something in the Woods Loves You-Jarod K. Anderson, Rebel Witch-Kristen Ciccarelli, Banned Together-Ashley Hope Perez, Fearless-Lauren Roberts, Our Infinite Fates-Laura Steven

### Ladybug:

How to Catch an Invisible Bad Guy-Alice Walstead, Good Golden Sun-Brendan Wenzel, Close Up and Far Out-Mary Auld, Buffalo Fluffalo-Bess Kalb

### New J:

Caitlin Clark: Basketball Phenom-Matt Chandler

## Weekly kid programs at the library

**Pages & Play Club every Wednesday at 10:00 a.m.**

**5/7 Things That Go, 5/14 Bees,**

**5/21 Rainy Day, 5/28 In the Garden**

Pages & Play Club is our Storytime event for young children, featuring books, songs, and activities. It includes playtime for kids and socializing for adults at the end.



**Theme Thursday every Thursday at 4:00 p.m.**

**5/1 Create!, 5/8 LEGOs,**

**5/15 The Wonderful World of Bees,**

**5/22 Turtle Time, 5/29 In the Garden**

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

## Did You Know?

On July 23rd, the library will welcome VR Game Truck Nebraska (a dream come true for gamers!) This truck can accommodate 24 players and features 18 multiplayer game consoles along with 6 virtual reality stations and will be stationed in our parking lot from 2:30 p.m. to 5:30 p.m. This exciting program is sponsored by the Oelwein Public Library Foundation. Each group of 24 will be given an hour to play. Sign up sheets will be available closer to the event.



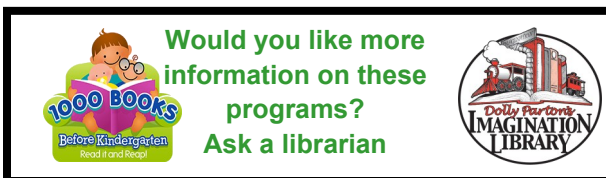
Would you like more information on this truck & what it offers?

Check out their website at <http://www.vrgametrucknebraska.com/>

Facebook page at <https://www.facebook.com/vrgametrucknebraska/>

Youtube: [VR Game Truck Nebraska Youtube Channel](#)

To request an accommodation for programs call 319-283-1515 or email [oelwein@oelwein.lib.ia.us](mailto:oelwein@oelwein.lib.ia.us).



## Take & Make Kits

Make a 3D Bee Card to give to a special someone.



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](mailto:oelwein@oelwein.lib.ia.us) | [www.oelwein.lib.ia.us](http://www.oelwein.lib.ia.us)**