



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 8
Council Chambers, City Hall

March 2, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Dalbey, Roe, Stevens, Meyers, Berg and Mayor Lazio.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 6 on February 16, 2021 as presented.
2. Civil Service Commission Eligibility List for February 24, 2021 – Firefighter Entrance.
3. Approve the purchase of a 2021 Vermeer SC802 Stump Grinder for the Parks Department in the amount of \$54,775.
4. Resolution No. 47-2021, setting March 16, 2021 as the date of a public hearing on the disposition of City owned property described as the South 75 feet of Lots 10, 11 and 12 in Block 2 in Manning's Second Addition, commonly known as 210 S. Van Buren.
5. Resolution No. 51-2021, approving the contract, bonds, and certificate of insurance for the Johnson Ave Reconstruction Project.
6. Beer and/or liquor applications for: Noe's Bar & Grill, 101 S. Madison Ave; MAD Ave Quick Shop, 405 S. Madison Ave.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Update on Strategic Plan from Council Retreat.
2. Update on status of Human Rights Commission.

All items on this agenda are subject to discussion and/or action.

E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

(When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to **three minutes or less**. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed; if not directly germane as determined by the Mayor will be ruled out of order.)

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Discussion on hiring part-time firefighters.

RECOMMENDATION: Approval for the Ottumwa Fire Department to hire part-time firefighters.

2. Discussion on selling both 2010 Chevy Rescue Squad Trucks from the Ottumwa Fire Department fleet.

RECOMMENDATION: Approval for the Ottumwa Fire Department to sell both 2010 Chevy Rescue Squad Trucks from their fleet inventory.

3. Request to reject proposals received for RFP for Fixed Base Operator services and proceed with

assuming as a municipal operation.

RECOMMENDATION: Reject all proposals received for RFP for Fixed Base Operator (FBO) services at the Ottumwa Regional Airport and proceed with assuming the operations internally.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing for the purpose of considering options for the nomination process for the selection of City Representatives in the City of Ottumwa.
 - A. Open the public hearing.
 - B. Close the public hearing.

RECOMMENDATION: Receive public comments on the various options related to the nomination process for City Elected Officials.

2. This is the time, place and date set for a public hearing on the renewal of a five year lease agreement with Musco Sports Lighting, LLC for the south half of Building No. 23 at the Ottumwa Regional Airport, Ottumwa, Iowa.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 53-2021, authorize the renewal of a five year lease agreement with Musco Sports Lighting, LLC for the south half of Building No. 23 at the Ottumwa Regional Airport, Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 53-2021.

H. RESOLUTIONS:

1. Resolution No. 8-2021, approve Change Order #10R, in the amount of \$61,613.04 for the Main Street (Downtown Streetscape) Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 8-2021.

2. Resolution No. 52-2021, award the contract for the Woodland Ave Reconstruction Project to Drish Construction of Fairfield, Iowa in the amount of \$857,279.65.

RECOMMENDATION: Pass and adopt Resolution No. 52-2021.

I. ORDINANCES:

J. PUBLIC FORUM:

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor, step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

K. PETITIONS AND COMMUNICATIONS

ADJOURN

***** It is the goal of the City of Ottumwa that all City Council public meetings are accessible to people with disabilities. If you need assistance in participating in City Council meetings due to a disability as defined under the ADA, please call the City Clerk's Office at (641) 683-0621 at least one (1) business day prior to the scheduled meeting to request an accommodation. *****



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 2/26/2021 TIME: 8:30 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: Tentative Agenda for the Regular City Council Meeting #8 to be held on 3/2/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 3148
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
ERROR 916416828482

Ottumwa Courier
KTVO
Tom FM



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JOB NO. 3148
DEPT. ID 4717
ST. TIME 02/26 08:22
SHEETS 4
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
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MEMO: Tentative Agenda for the Regular City Council Meeting #8 to be held on 3/2/2021 at 5:30 P.M.

REGULAR MEETING NO. 6
Council Chambers, City Hall

February 16, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

Present were Council Member Meyers, Dalbey, Roe and Mayor Lazio.
Council Members Berg and Stevens were absent.

Roe moved, seconded by Dalbey to approve the following consent agenda items and pull Item B-7, Auth. the release of funds in the amount of \$25,000 for the contribution to the Babe Ruth World Series event scheduled for summer 2021, to be voted on separately. Mins. from Reg Mtg. No. 4 on Feb. 2, 2021 and Special Mtg. No. 5 on Feb. 9, 2021 as presented; Ack. Jan. fin. stmt. and pymt. of bills as submitted by the Finance Dept.; Recommend re-appointment of Don Wasson to the Airport Adv. Brd, term to exp 10/01/2023 and re-appointment of Mary Ann Reiter to the Inspection Brd of Review, term to exp 1/18/2026; Approve appointment of Karen Bumsted to full-time Chief of Police Secretary for OPD; Approve Drug Task Force Bryne-JAG Grant Submission and auth the Mayor to sign all related docs.; Renew contract for fireworks display for July 4, 2021 through July 4, 2023 including a rain date for each yr and a COVID Addendum; Approve purchase of a new plow for Veh. No. 53, 2012 Ford F550 One Ton Dump Truck, from Hawkeye Truck Equip for \$8,150; Approve purchase of Optima CVE-16 All Weather sampler from GPM of Blair, NE, for \$7,173 for WPCF; Approve final pymt. in the amt. of \$699.90 to Christy Construction for emergency sewer repair on Hancock St.; Res. No. 21-2021, set March 16, 2021 as the date of a public hearing on the disposition of City owned property located at 111 N. Clay; Res. No. 36-2021, set March 2, 2021 as the date of a public hearing for the purpose of considering options for the nomination process for selection of City Representatives; Res. No. 38-2021, approving the contract, bonds, and cert. of ins. for the Marion St. Reconstruction Project; Res. No. 39-2021, approving the contract, bonds, and cert. of ins. for the WPCF Effluent Diffuser Project; Res. No. 45-2021, setting March 2, 2021 as the date of a public hearing for the renewal of a lease agt. between the City of Ottumwa and Musco Sport Lighting, LLC; Beer and/or liquor applications for: Hy-Vee C-Store #2, 2457 N. Court St.; Hy-Vee Drugstore, 1140 N. Jefferson St.; Pallister Brothers Brewing Comp., 116 N. Market St.; all applications pending final inspections. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Roe moved, seconded by Meyers to auth. release of funds in the amt. of \$25,000 for contribution to the Babe Ruth World Series event scheduled for summer 2021. City Admin. Rath and CVB Dir. Wartenberg further explained requested funds will be used for marketing and PR, sponsorships. Possible economic impact of this event around \$3 Million. Any profit from sales of souvenirs, banquets will go back to Ottumwa baseball after all expenses are accounted for. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Meyers moved, seconded by Dalbey to approve the agenda as presented. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Dir. of Finance, Mulder, presented FY22 Budget. Items to note: last yr.'s max levy rate \$23.2028, but was set at \$22.4565; FY22 max rate \$23.15 but anticipate lowering to \$22.22. When COVID happened, projections were for revenues to decrease when in fact they have increased; this is a testament to our local community and has made a huge difference.

City Admin. Rath provided a yr. in review; our finances are moving in the right direction; looking to decrease our tax levy; updated Comp Plan; strengthening community partners relationships.

Main St. Ottumwa update presented by Dir. Zesiger. 2021 Initiative highlights to support downtown businesses, foster a strong organization and support system, and creating a vibrant and active downtown.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. There were none.

Roe moved, seconded by Meyers to deny the request as adv. by City Admin. regarding "City-Sponsored Event" Status for staff coordinated semi-annual craft shows. This path, city staff volunteering time at said events, is not the best way to coordinate funds for an event. We have been adv. by legal that this use of employee time and the event itself is not for public purpose. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Dalbey moved, seconded by Roe to approve the City to proceed with issuing revised RFP's related to janitorial services for the City of Ottumwa. The City will re-solicit proposals for said services at the Law Center; proposals are due by 2:00 P.M. on March 10, 2021. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Meyers moved, seconded by Dalbey to approve add'l fees for professional services for the Ottumwa Main St. (Downtown Streetscape) Project, payable to Garden & Associates. PW Dir. Seals reported original est. fee was \$300,000. \$4,882.93 is the overage being recommended for approval by council. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Roe moved, seconded by Dalbey to approve add'l fees for professional services for the East Woodland Ave Reconstruction Project, payable to Garden & Associates. PW Dir. Seals reported original est. fee was \$40,000. \$338.42 is the overage being recommended for approval by council. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

PW Dir. Seals provided update on Sidewalk Drop & Detectable Warning Installation Program.

Roe moved, seconded by Dalbey that Res. No. 33-2021, approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, totaling \$3,395,234 and subject to review by the local assessor, be passed and adopted. Planner Simonson reported 10 residential and 5 commercial tax abatement applications. There were 4 new homes in the city that applied for tax abatement assistance. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Meyers moved, seconded by Roe that Res. No. 34-2021, approve RFP submitted by Marco Tech., LLC, of Urbandale, IA, to replace the City's phone system and for IT Mgr. and Finance Dir. to proceed with contract negotiations, be passed and adopted. IT Mgr. Wilson reported 6 responses recd. with top two vendors being interviewed (Marco and Gordon Flesch Comp.) Marco's est. cost is \$116,361. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Dalbey moved, seconded by Roe that Res. No. 35-2021, entering into an Agt. with Main St. Ottumwa to auction the contents of City-owned property at 131 E. Main and divide proceeds between Main St. Ottumwa and Ottumwa Historic Preservation Commission, be passed and adopted. Planner Simonson reported the city took title to this property last fall through 657A proceedings. Currently, the bldg. contains a lg. collection of tools, material, equip., and more. It is difficult to est. the potential value of all items because it is difficult to take a full inventory. Proceeding with the auction will achieve the important priority of the City that is cleaning out this property to prepare for its restoration and redevelopment. This auction will also strengthen the relationship between the City and our partner in downtown development, Main St. Ottumwa. Finally, the portion of auction proceeds directed to the

Historic Preservation Commission will help them develop a historic preservation strategic plan, a goal identified within Our Ottumwa 2040 Comp Plan. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Meyers moved, seconded by Dalbey that Res. No. 37-2021, award the contract for the Apron Improvements Project at the Ottumwa Reg. Airport to Winger Contracting Company of Ottumwa, IA, in the amt. of \$221,731.50, be passed and adopted. Airport Mgr. Cobler reported 8 bids were recd., with the highest being \$449,963. IADOT grant will reimburse the City 85% of the final product amount with remainder coming from the Airport Fund Balance. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Dalbey moved, seconded by Meyers that Res. No. 40-2021, assessing three outstanding invoices for Water Service Agts entered into with the City and downtown businesses through the Ottumwa Main St. (Downtown Streetscape) Project totaling \$4,168.27, be passed and adopted. PW Dir. Seals reported three outstanding invoices remain for water service installation, curb stop to bldgs. during said project. These amounts will be assessed against the following business property owners: 316 E. Main - Jesse Leon & Brooklyn C. Leon - \$2,134.38; 203 E. Main - Jerry Houk - \$813.07; 230 E. Main - Potentials, Inc. - \$1220.82. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Roe moved, seconded by Dalbey that Res. No. 41-2021, approve the rebuild of both Turblex blowers for WPCF, totaling \$32,000, be passed and adopted. PW Dir. Seals reported the 2 Turblex blowers play a critical role in the operations of the wastewater plant by supplying oxygen to the bacteria. They were installed fall 2009, and should last another 10 yrs. with regular maintenance. The plant process requires a single blower to run continuous 24/7 (8760 hrs.), with the blowers being cycled or alternated to maintain even wear. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Meyers moved, seconded by Roe that Res. No. 42-2021, award the contract for the Johnson Ave Reconstruction Project to Pillar, Inc., of Huxley, IA, in the amount of \$109,935.20, be passed and adopted. PW Dir. Seals reported four bids were recd. Due to heavy traffic in this area, this project will be broken up into 2 phases. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Roe moved, seconded by Dalbey that Res. No. 43-2021, approving Professional Services Agt between the City of Ottumwa and Veenstra & Kimm, Inc. for the Levee System Cert., be passed and adopted. PW Dir. Seals reported as part of the levee accreditation process the levee system is required to have a min. 3 ft. of free board and 4 ft. at structures. When the USCOE recalculated the 100 yr. river flood profile it raised several ft. This new rating created areas of the levee system that no longer meet the 3 and 4 ft. guidance. V&K will perform this analysis as a two phased approach. The first will determine the Hydrologic Confidence Limits. If findings are favorable, we then start modeling to determine the Conditional Exceedance Probability. Est. costs: Determine Hydrologic Confidence Limits West End (\$2,000); Downtown (\$5,000); Input the Confidence Limits into the Model to determine Conditional Exceedance Probability for each Levee Component West End (\$3,000); Downtown (\$4,000). Est. cost for each of the two phases is \$7,000, with a total not to exceed \$14,000 for all work performed. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Meyers moved, seconded by Roe that Res. No. 44-2021, auth. the release of funds in the amt of \$116,000 from the Transit Fund to Ten-Fifteen Reg Transit Auth as earmarked for transit purposes, be passed and adopted. City Admin. Rath reported after closing out both fiscal and calendar yrs., records indicate an approx. cash balance in the Transit Fund of \$316,000. These funds are earmarked for transit purposes and staff has est. up to \$200,000 of potential run-out expenses related to personnel and other obligations. The

balance \$116,000 is to be transferred to Ten-Fifteen. Staff will continue to monitor the fund to determine any future dispersement. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Dalbey moved, seconded by Roe that Res. No. 46-2021, suspending periodic rental inspections in the City of Ottumwa for a period of 90 days, be passed and adopted. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. There were none.

There being no further discussion, Mayor Lazio called the meeting to recess at 7:24 P.M. Council will reconvene in Room 108 for closed session proceedings.

REGULAR MEETING NO. 6
Room 108, City Hall

February 16, 2021
7:31 O'Clock P.M.

The meeting reconvened at 7:31 P.M.

Present were Council Member Meyers, Dalbey, Roe and Mayor Lazio. Council Members Berg and Stevens were absent.

Roe moved, seconded by Dalbey to enter into closed session in accordance with IA Code Section 21.5(1)(i). ("To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.") for the purpose of conducting the City Admin.'s performance evaluation. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

The meeting entered closed session at 7:33 P.M.

Meyers moved, seconded by Dalbey to return to open session at 7:56 P.M. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Roe moved, seconded by Meyers to increase City Admin. Rath's salary by \$6,000, per the original hiring agt., effective on his anniversary date. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

There being no further business, Roe moved, seconded by Dalbey that the meeting adjourn. Motion carried 3-0 vote. Council members Berg and Stevens were absent.

Adjournment was at 7:59 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Tom X. Lazio, Mayor

Christina Reinhard, City Clerk

OTTUMWA CIVIL SERVICE COMMISSION

FIREFIGHTER – Entrance Eligibility List

1. David Cronin
2. Chris Kenly
3. Chance Crandall

Certified February 24, 2021

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson
Ann Youngman
Chair (Vacant)

CITY OF OTTUMWA
Staff Summary

FEB 26 12:17 PM

**** ACTION ITEM ****

Council Meeting of : Mar 2, 2021

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head

Rly Rath
City Administrator Approval

AGENDA TITLE: Purchase of Stump Grinder for the Parks Department

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Purchase of a 2021 Vermeer SC802 Stump Grinder for the Parks Department

DISCUSSION: The City of Ottumwa has received a bid from Vermeer Manufacturing for a 2021 SC802 stump grinder for a price of \$54,775.00. The new stump grinder will replace a 1961 Vermeer stump grinder that is worn out and will be sold at the next city online auction. The stump grinder is used by parks employees to grind stumps in the parks, cemeteries, and public properties. Vermeer is the only manufacturer and vendor of stump grinders in this area. There was \$58,000 budgeted for the purchase of the stump grinder.

Source of Funds: CIP

Budgeted Item: Budget Amendment Needed: No



Vermeer
Iowa & N. Missouri

661 Hwy T14
Pella, IA
Ph. 641-628-2000 F. 641-628-4283
www.vermeeriowa.com

Quotation


Customer Name: Ottumwa Parks and Rec	Date: 2/24/2021
Address: Ottumwa, IA	Purchase Order #:
Ship to: Ottumwa, IA	Contact: Gene Rathje
	Phone:
	Email: rathjeg@ci.ottumwa.ia.us
	Sales Rep.: Jim Scott
	Date needed:

Description:		<u>TOTAL</u>
Specifications:	New Vermeer SC802 Stump Grinder	\$54,500.00

	*** 74 HP Deutz Tier4F Diesel Engine	
	*** 103" Sweep Arch	
	*** 60" Tongue Extension	
	*** Operator Presence Controls	
	*** Smart Sweep	
	*** Yellow Jacket Cutter Teeth	
	*** Non Remote Control	
	*** 35" Above Ground Cut Height	
	*** 25" Below Ground Cut Depth	
	*** 25 Gallon Fuel Capacity	
	*** 28" Diameter Cutting Wheel	
	*** One Year/1000 Hour Standard Warranty	
Options:	***	

Model:	
Serial Number:	Hours:
Trade in Detail:	
Trade Amount Allowed	\$0.00

Sub Total:	\$ 54,500.00
Freight:	\$ 125.00
Prep:	\$ 150.00
Less Trade-in:	\$ -
Sales Tax:	\$ -
Total Net:	\$ 54,775.00

	EQUIPPED TO DO MORE.	Customer:
By: _____		By: _____

Quotation valid for 30 days. To order, please sign, date and return to Vermeer Iowa or your Sales Representative.

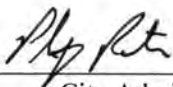
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 2, 2021

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 47 - 2021, a resolution setting March 16, 2021 as the date of a public hearing on the disposition of City owned property described as the South 75 feet of Lots 10, 11 and 12 in Block 2 in Manning's Second Addition to the City of Ottumwa, Wapello County, Iowa

****Public hearing required if this box is checked.****

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution No. 47 -2021

DISCUSSION: Paula Paulos offered the City \$500.00 for a vacant lot located at 210 S. Van Buren, upon which to build a new dwelling. This resolution sets March 16, 2021 as the date of a public hearing to consider the offer.

Source of Funds: 151-3-342

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 47 - 2021

A RESOLUTION SETTING MARCH 16, 2021 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY DESCRIBED AS THE SOUTH 75 FEET OF LOTS 10, 11 AND 12 IN BLOCK 2 IN MANNING'S SECOND ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY IOWA

WHEREAS, the City of Ottumwa, is the present title holder to the above described property; and

WHEREAS, the above described property a vacant lot; and

WHEREAS, Paula Paulos offered the City \$500.00 for the lot upon which she intends to build a new dwelling; and

WHEREAS, a development agreement requiring the lot be returned if a dwelling is not constructed within 3 years will be signed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:

That the 16th day of March 2021 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to Paula Paulos for the sum of \$500.00 plus the cost of conveyance and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 2nd day of March 2021.

City of Ottumwa, Iowa

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk



[CITY OF]

OTTUMWA

Petition 50762020

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

Vacant Lot

Are you a not for profit? No

Building

Do you own property next to the lot? _____

Has the City owned the property for more than 5 years? N/A don't know

Are you a not for profit that builds housing? No

7/9/19

Are you an Ottumwa School District? Yes

Address or legal description of the property 210 S. Van Buren

demo \$5,999
11/26/19

Buyers Name, address and phone number Paula Paulos 145 S. Van Buren Ave. Ottumwa, Ia. 52501

Dollar amount of the offer \$500

If you are purchasing a building do you plan to renovate or demolish it? N/A

If you are purchasing a vacant lot, what is the intended use of the lot? House

If the City ownership of the lot is less than 5 years, the minimum offer is \$500. If you own the property next to the vacant lot and the City ownership is less than 5 years, the minimum offer \$250.

If the City ownership of the lot is more than 5 years, the minimum offer is \$250. If you own the property next to the vacant lot and the City ownership is more than 5 years, the minimum offer is \$125.

If you are a not for profit organization, such as Habitat for Humanity, or other organization that builds housing, the price for a vacant lot is \$125 regardless of the length of time the City has owned the property.

If you are an Ottumwa School District with a construction trades program and intend to build housing the price is \$1.00.

Would like to purchase 204 S. Van Buren also but it has a \$9,000 + nuisance fee. Please contact if this can be avoided. Paula Paulos 641-799-0584

demo 4/30/19
\$17,200

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FEB 25 11:07

Council Meeting of: March 2, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

Rly Rith

City Administrator Approval

AGENDA TITLE: Resolution #51-2021. Approving the contract, bond, and certificate of insurance for Johnson Avenue Reconstruction Project.

 ****Public hearing required if this box is checked. **** ****The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.****

RECOMMENDATION: Pass and adopt Resolution #51-2021.

DISCUSSION: This project involves full-width, full depth 8" PCC reconstruction of Johnson Avenue from Albia Road approximately 206' south. Consideration was given to a mill and HMA overlay. Considering the use of this section for semi's turning traffic movements, PCC would be a better structural choice.

This project has 25 working days.

These are the required bonds, certificate of insurance and signed contract with Pillar, Inc. of Huxley, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the February 16, 2021 City Council Meeting in the amount of \$109,935.20.

Funding: ESRP \$900,000
 \$358,509.81 remaining

Estimated cost: \$109,000

Source of Funds: ESRP

Budgeted Item: YES

Budget Amendment Needed: No

RESOLUTION #51-2021

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE JOHNSON AVENUE RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Pillar, Inc. of Huxley, Iowa in the amount of \$109,935.20 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with Pillar, Inc. of Huxley, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 2nd day of March, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **March 2, 2021**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Pillar, Inc. of Huxley, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "**JOHNSON AVENUE RECONSTRUCTION - Ottumwa, Iowa**" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed in **25 working days** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$109,935.20** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of **\$300,000** for each person bodily injury and **\$1,000,000** per occurrence of or aggregate limit, or **\$1,000,000** combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the two (2) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

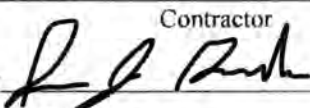
By _____

Title Mayor

ATTEST:

Title City Clerk

Pillar Inc

By  Contractor

Title President

Address 318 Larson Dr

City, State, Zip Huxley, IA 50124

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Pillar Inc
318 Larson Drive

Huxley, IA 50124

OWNER:

(Name, legal status and address)

City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 3/02/2021

Amount: \$109,935.20

Description:

(Name and location)

Johnson Avenue Reconstruction, Ottumwa, Iowa

BOND

Date: 3/02/2021

(Not earlier than Construction Contract Date)

Amount: \$109,935.20 ONE HUNDRED NINE THOUSAND NINE HUNDRED THIRTY FIVE AND 20/100

Modifications to this Bond: None See Section 16

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

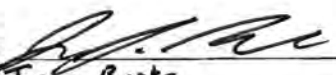
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Pillar Inc

Signature: 

Name: Jason Burke


and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Granite Re, Inc.

Signature: 

Name: Zachary Pate, Attorney-in-fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651) 457-6842

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
City Engineer

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

It is a Condition of this Bond that all contract funds are to be released to Northern Escrow, Inc.;

Northern Escrow, Inc.
1276 South Robert St.
West St. Paul, MN 55118

651-457-9621-voice
651-744-9930-fax

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: Jason Burke President

Address: 318 Larson Dr.
Huxley, Ia. 50124

Signature: _____

Name and Title: _____

Address: _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

AIA[®] Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Pillar Inc
318 Larson Drive

Huxley, IA 50124

OWNER:

(Name, legal status and address)

City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 3/02/2021

Amount: \$109,935.20

Description:

(Name and location)

Johnson Avenue Reconstruction, Ottumwa, Iowa

SURETY: Granite Re, Inc.

(Name, legal status and principal place of business)

14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 3/02/2021

(Not earlier than Construction Contract Date)

Amount: \$109,935.20 ONE HUNDRED NINE THOUSAND NINE HUNDRED THIRTY FIVE AND 20/100

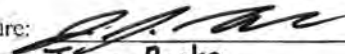
Modifications to this Bond: None See Section 18


CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Pillar Inc

SURETY

Company: *(Corporate Seal)*
Granite Re, Inc.

Signature: 
Name: Jason Burke
and Title: President

Signature: 
Name: Zachary Pate, Attorney-in-fact
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651) 457-6842

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
City Engineer

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1, 2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

It is a Condition of this Bond that all contract funds are to be released to Northern Escrow, Inc.;

Northern Escrow, Inc.
1276 South Robert St.
West St. Paul, MN 55118

651-457-9621-voice
651-744-9930-fax

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: Jason Burke President

Address: 310 Larson Dr.
Huxley, Ia. 50124

Signature: _____

Name and Title: _____

Address: _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 2nd day of March, in the year 2021, before me personally come(s) Zachary Pate, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

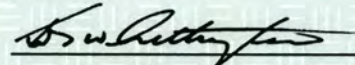
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

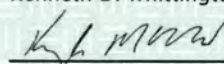
JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)





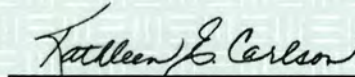
 Kenneth D. Whittington, President


 Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
 August 8, 2021
 Commission #: 01013257





 Notary Public

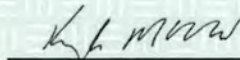
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 2nd day of March, 2021.





 Kyle P. McDonald, Secretary/Treasurer

CITY OF OTTUMWA²
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 2, 2021

Fire
Department

Tony Miller
Prepared By
Tony Miller
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Have a discussion on hiring part time firefighters.

Public hearing required if this box is checked.

RECOMMENDATION: To receive council approval to hire part time firefighters.

DISCUSSION: The overtime costs have greatly increased since we lost 20% of our staff. With all the services we provide we need to have a minimum daily staffing of six firefighters. We would need to have discussions with Local #395 to make this happen. With council approval we can start this process. These positions will not be civil service positions.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 2, 2021

Fire
Department

Tony Miller
Prepared By
Tony Miller
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: To receive council approval to sell both 2010 Chevy rescue squad trucks.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the recommendation.

DISCUSSION: We have had a discussion at previous council meetings to sell both rescue squads. We have received documentation on the estimated value of both squads which I have included.

Source of Funds:

Budgeted Item: Budget Amendment Needed: NO



FIRE TRUCK RESOURCE

Rt. 116 & Rt. 47 Saunemin, IL 61769 www.firetruckresource.com Ph. 815-832-4475

Sales/Listing Agreement

The Seller _____ has entered into an agreement this day of _____ to authorize Quad County Fire Equipment/Fire Truck Resource to list/sale the _____ in the amount of \$ _____.

If QCFE/FTR sells the above said vehicle, the above said seller will pay a 10% commission fee of the total sale.

Other terms, conditions and agreements:

- There are no minimum or maximum number of days required for units to be listed on our QCFE/FTR website. The seller can have it removed at any time.
- The seller has the right to sell the unit themselves. QCFE/FTR only gets paid commission on the sales from which the lead was generated thru and from our office.
- "Total Sale" is the agreed selling amount to the buyers.
- If the unit is sold as result of our efforts, the seller will generate a "Bill of Sale" for the buyer, and the seller will also receive payment from the buyer. The seller is responsible for presenting a "Clear-signed" title to the buyers.
- Once the seller receives payment in full from the buyer, QCFE will invoice the seller for the agreed sales commission.

NOTE: Please check attached listing to ensure all information is correct including equipment remaining with the unit/Vehicle

Authorized signature: _____

Print Name: _____ Title: _____

Please sign and return to;

Email kayli@firetruckresource.com



FIRE TRUCK RESOURCE

Rt. 116 & Rt. 47 Saunemin, IL 61769 www.firetruckresource.com Ph. 815-832-4475

Appraisal

02/16/21

Ottumwa Fire Dept
C/O Deputy Chief Cory Bengel
Email: Bengec@ci.ottumwa.ia.us

Retail Value: \$40,000.00 - \$45,000.00 (Unit 304)

Start List: \$49,000.00

2010 Chevy Mini Rescue w/ Pump (Unit 304)

Chevy 3500 Series 4x4, Four Door, Dually
40,420 Miles
Duramax Diesel 1,220 Hours, 365 HP
Allison Automatic Transmission
Chrome Bumper & Grille Guard
Kussmaul Battery Charger w/ Auto Eject
9ft Aluminum Rescue/Squad Body
Ladder & Backboard Storage
CET/Honda GX610 Pump, 250 GOM @ 50 PSI
(1) 1 1/2" Preconnect
Scotty Foam System w/ 10 Gallon Foam Tank
100 Gallon UPF Poly Tank
Whelen LED Lighting Package
(6) Whelen 12 Volt LED Scene Lights
Whelen Electronic Siren
OAL: 22' 8"
OAH: 89"



2010 Chevy Mini Rescue w/ Pump

Chevy 3500 Series 4x4,

Four Door, Dually

40,420 Miles

Duramax Diesel 1,220 Hours, 365 HP

Allison Automatic Transmission

Chrome Bumper & Grille Guard

Kussmaul Battery Charger w/ Auto Eject

9ft Aluminum Rescue/Squad Body

Ladder & Backboard Storage

CET/Honda GX610 Pump

250 GOM @ 50 PSI

(1) 1 1/2" Preconnect

Scotty Foam System

10 Gallon Foam Tank

100 Gallon UPF Poly Tank

Whelen LED Lighting Package

(6) Whelen 12 Volt LED Scene Lights

Whelen Electronic Siren

OAL: 22' 8"

OAH: 89"



To View More Photos, technical specs, and more visit

www.firetruckresource.com



FIRE TRUCK RESOURCE



FIRE TRUCK RESOURCE

Rt. 116 & Rt. 47 Saunemin, IL 61769 www.firetruckresource.com Ph. 815-832-4475

Appraisal

02/16/21

Ottumwa Fire Dept
C/O Deputy Chief Cory Benge
Email: Bengec@ci.ottumwa.ia.us

Retail Value: \$30,000.00 - \$35,000.00 (Unit 301)

Start List: \$39,000.00

2010 Chevy Mini Rescue w/ Pump (Unit 301)

Chevy 3500 Series 4x4, Four Door, Dually
49,066 Miles
Duramax Diesel, 4,985 Hours, 365 HP
Allison Automatic Transmission
Chrome Bumper & Grille Guard
Kusmaul Batter Charger w/ Auto Eject
9ft Aluminum Rescue Body
Ladder and Backboard Storage
CET/Honda GX10 Pump, 250 GPM @ 50 PSI
1 1/2" Preconnect
Scotty Foam System w/ 10 Gallon Foam Tank
100 Gallon UPF Poly Tank
Whelen LED Light Package
(2) Whelen 12 Volt LED Scene Lights
Whelen Electronic Siren
OAL: 22' 8"
OAH: 89"



2010 Chevy Mini Rescue w/ Pump

Chevy 3500 Series 4x4

Four Door, Dually

49,066 Miles

Duramax Diesel, 4,985 Hours, 65 HP

Allison Automatic Transmission

Chrome Bumper & Grille Guard

Kussmaul Batter Charger w/ Auto Eject

9ft Aluminum Rescue Body

Ladder and Backboard Storage

CET/Honda GX10 Pump

250 GPM @ 50 PSI

1 1/2" Preconnect

Scotty Foam System

10 Gallon Foam Tank

100 Gallon UPF Poly Tank

Whelen LED Light Package

(2) Whelen 12 Volt LED Scene Lights

Whelen Electronic Siren

OAL: 22' 8"

OAH: 89"



To View More Photos, technical
specs, and more visit
www.firetruckresource.com

FTR
FIRE TRUCK RESOURCE

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 2, 2021

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Request to reject proposals received for RFP for Fixed Base Operator services and proceed with assuming as a municipal operation

Public hearing required if this box is checked.

RECOMMENDATION: Reject all proposals received for RFP for Fixed Base Operator (FBO) services at the Ottumwa Regional Airport and proceed with assuming the operations internally.

DISCUSSION: On January 5, 2021 the City Council authorized staff to proceed with the re-solicitation of proposals for a successor contract for Fixed Base Operator services. Based upon the receipt of a single proposal at a much higher cost than anticipated in the initial process, city staff examined the possibility of assuming the operations internally. The second time around the City received two proposals; however, there is still a general concern that neither would be financially sustainable. Of the two proposals, the Airport Board has recommended that of Sociable Air. The proposed cost to the Airport for this proposal is \$63,850 per year (assuming a new

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

agreement with Musco. City staff is confident that this operation could be absorbed into the structure of the City. That would provide greater flexibility for longterm financial stability.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 2, 2021

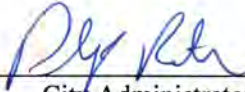
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Public Hearing for the Purpose of Considering Options for the Nomination Process for the Selection of City Representatives

Public hearing required if this box is checked.

RECOMMENDATION: Hold the public hearing / listening session for consideration of various options related to the nomination process for city elected officials.

DISCUSSION: The City of Ottumwa is one of a few cities which still operates under the primary election process originally utilized when city elections were established. The City may change this process by ordinance if desired. There are several options available to the City for consideration. They are: 1) primary election provisions [current], 2) runoff election provisions, 3) nomination by petition only [Ch. 45 cities], 4) nomination by petition or by convention [Ch. 44 and 45 cities], 5) nomination by convention only [Ch. 44 cities], 6) special charter city. The City Attorney has been requested to present a brief overview of the various options. The public will be invited to comment and the City Council may be asked to consider in the future.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

Legal Notices

Centerville Community School District Vendor Report
LLC SERVICES 3,255.56
TRAVIS MECHANICAL SERVICES 931.43
U.S. CELLULAR SERVICES 3,504.41
U.S. POSTAL SERVICE POSTAGE

1,000.00 US BANK CORPORATION RATE PAYMENT SYSTEMS
meeting of the Board of Education of the Centerville Community School District was held February 8, 2021 at 6:30 pm in the board room of the

Legal Notices

Legal Notices

Administration Office, 634 North Main, Centerville. Patrons that were unable to attend virtually were invited to attend in person.

Adopting the Plans, Specifications, Form of Contract and Estimated Total Cost of the Centerville Community School District High School Chiller Project" as stated after meeting all public hearing requirements. Roll call vote: Ayes: Brooke Johnson, Kevin Wiskus, Mike Thomas, Bob Thomas, Mike Moore, Kris Shondel, Marty Braster Nays: None Motion passed unanimously.

Resolution Awarding Bid on CHS Chiller Project There was a discussion about the bidding process. The engineer or architect makes the recommendation based on the lowest responsible bidder. All bidders have equal opportunity during the bidding process and if there isn't any proof of insufficiencies, there is no basis to throw out the low bid. It was moved by Mike Thomas and seconded by Bob Thomas to adopt the presented "Resolution Making Award of Construction Contract" as stated, accepting the lowest responsive, responsible bid for the CHS Chiller Project from Brockway Mechanical & Roofing out of Burlington, Iowa for the amount of \$232,182.

Roll call vote: Ayes: Brooke Johnson, Kevin Wiskus, Mike Thomas, Bob Thomas, Mike Moore, Kris Shondel, Marty Braster Nays: None Motion passed unanimously.

Resolution Formally Approving and Adopting the Plans, Specifications, Form of Contract and Estimated Total Cost of the Centerville CHS and Lakeview Re-roof Project It was moved by Kevin Wiskus and seconded by Bob Thomas to adopt the "Resolution Adopting the Plans, Specifications, Form of Contract and Estimated Total Cost of the Centerville Community School District High School and Lakeview Re-Roof Project" as stated after meeting all public hearing requirements. Roll call vote: Ayes: Brooke Johnson, Kevin Wiskus, Mike Thomas,

Legal Notices

Bob Thomas, Mike Moore, Kris Shondel, Marty Braster Nays: None Motion passed unanimously.

Staffing LLC 15158.50
Prairie AEA 26.48
Steviee Grove 270.00
GRP & Associates, Inc 113.00
Mark Hagist 1400.00
Henry Co Sheriff 2000.00
Rick Hindsley 75.00
Hopkins & Huebner, PC 14199.94
Hotel Ottumwa Ltd 1904.00
IA Dept of Public Safety 3648.00
Infomax Office Systems Inc 298.32
Iowa Law Enforcement Academy 500.00
Iowa Prison Industries 608.85
Iowa Public Health Association 250.00
ISAC 175.00
Keokuk Co Auditor 356.30
Kohl Wholesale 4001.60
LEAF 1227.72
Don Lewis 75.00
Lisco 4915.25
Loktronics Security Corp 277.45
Maher Plumbing & Heating 870.00
Mail Services LLC 1047.06
Alfredo Mejia 500.00
Menards - Ottumwa 93.21
Mid-States Org Crime Info Cntr 150.00
MidAmerican Energy Co 8339.81
Miles Construction LLC 6300.00
Mariannette Miller-Meeks 75.00
Mohegan Security 40.00
Nat'l Assoc of Co Collectors 75.00
NACVSO Attn: Membership 50.00
Nate's Auto and Recovery 1539.27
Nationwide Bond Department 2179.00
Newegg Business Inc 674.88
O'Hara True Value 218.54
Onestaff Medical, LLC 16200.00
O'Reilly Automotive Inc 15.61
OSDI 1815.00
Ottumwa Courier 2143.82
Ottumwa Printing Inc 1544.00
Ottumwa Regional Health Center 218.00
Ottumwa Water & Hydro 2932.37
Reece Elliott Overstreet 500.00
Jerry Parker 70.70
Pitney Bowes 1240.38
Plumb Supply Company 210.15
Prof Computer Solutions 60.00
Quadient Finance USA Inc 20.80
Quill Corporation 336.58
Brian Quinn 400.00
Reece Funeral Home Inc 4800.00
Ridgway Electric LLC 90.00
S & L All Season Equipment LLC 179.94
Schumacher Elevator Co 516.14
Pauline Shewmaker 5.08
Kari Short 30.00
Shred IT USA LLC 187.60
Sinnott-Ott

Legal Notices

Funeral Home, LLC 1200.00
Sioux Sales Co. 140.85
Solutions Inc 23.45
South State 9506.54
State Frase Company 6970.06
Lumber 189.99
Frase Company Rentals 406.14
Hamilton Produce Co 630.11
Hopkins Tire and Detailing 3245.00
Industrial Chem Co Inc 60.00
Inland Trucks Parts Co 2283.80
Iowa Prison Industries 4805.75
Kimball Midwest 2454.08
Lisco 232.61
Masterman's LLP 243.97
Menards - Ottumwa 120.81
MidAmerican Energy Co 1449.55
Napa Auto Parts 296.82
Norris Asphalt Paving Co 289.85
O'Halloran International 1954.90
Oden Enterprises Inc 32661.28
The Ottumwa Courier 195.12
Ottumwa Regional Health Center 80.00
Ottumwa Water & Hydro 239.38
Peterson Contractors, Inc 40746.00
Powerplan 303.01
Rainbo Oil Company 2793.76
George Boitnott Ent Inc 388.80
Shive-Hattery 9680.00
Jeffrey P Skalberg 6.40
Southern IA Electric Coop 185.11
Total Choice Shipping 15.12
US Cellular 508.17
Vaughn Chevrolet Inc 13.60
Wapello Co Emp Health Plan 6088.16
Wayne's Tire 15.00
Wells Fargo Bank Pmt Cntr 184.16
Winn Corp/Wap Co Sand & Rock 10797.39
3M 178.12
JAIL COMMISSARY FUND Bailey Office Outfitters LLC 509.96
Bob Barker Co Inc 590.16
Mediacom Comm Corp 69.06
South Iowa Area Crime Comm 150.00
BRIDGES & CULTVERTS CAPT PROJ Oden Enterprises Inc 13506.00
Wapello Co Secondary Roads 83882.61
Debt Service Fund UMB Bank, NA Attn: Diana Van V 250.00
MHDS REGIONAL AGENCY Alliant Energy 1524.46
Appanoose Co Sheriff 99.68
Kevin L Archer 1100.00
Paul D Baker 588.25
Capstone Center Inc Capstone B 72.45
CareMark 381.07
Central Iowa Detention 656.50
ComputerLand/Logical Systems 6648.35
Brent Arthur Cullinan 600.00
Treasurer, State of Iowa

Legal Notices

Dept 7934.14
Doty's 40.00
Engler Law Firm 119.70
First Resources Corp 23485.00
Heslinga, Dixon & Hite 258.30
to join the meeting, go to: alliantenergy.com/ottumwapublicmeeting.

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN:

Notice if hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on Tuesday, March 2, 2021 at 5:30 P.M. at City Hall in the City of Ottumwa, Iowa on its intent to receive input from the public regarding the nomination process for elected officials in the City of Ottumwa. Interested residents or taxpayers having comment for or against a particular method of nominating candidates for public office may appear and be heard. Statements can also be given to the City Clerk up to 4:30 P.M. on Tuesday, March 2, 2021. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

NOTICE OF PUBLIC HEARING - PROPOSED BUDGET Resolution 2021-373
Fiscal Year July 1, 2021 - June 30, 2022
The City of CENTERVILLE
The City Council will conduct a public hearing on the proposed budget as follows:
Location: 312 E. Maple St. and via Zoom Meeting at https://redox.zoom.us/j/9720246653?pwd=UjRpbkZlcUo1YVZkdzZlZDZlMkRlM0p1
Meeting ID: 9720246653
Meeting Date: 3/2/2021 Meeting Time: 6:00 PM

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.
The estimated Total tax levy rate per \$1000 valuation on regular property 17.222021
The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.09175
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Table with columns: Revenues & Other Financing Sources, Budget FY 2022, Re-estimated FY 2021, Actual FY 2020. Rows include items like Taxes Levied on Property, Licenses & Permits, and various services.

Buy It Find It Sell It

The Courier Classified Call 684-4611

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 2, 2021

Philip Rath
Prepared By

Administration
Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 53-2021 - Approving the renewal of a lease agreement between the City of Ottumwa and Musco Sports Lighting, LLC.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 53-2021.

DISCUSSION: On February 25, 2016 the City of Ottumwa and Musco Lighting entered into a five year lease agreement for a hangar at the Ottumwa Regional Airport. This Agreement is scheduled to expire on February 28, 2021 contains a renewal clause for an additional five years upon mutual consent.

In general the arrangement has been working well and Musco has requested to continue with the lease. The only potential issue was identified during the current search for a Fixed Base Operator and the way the language is structured related to rent and fuel pricing. Musco has agreed to continue conversations as the FBO search is resolved.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 53-2021

**RESOLUTION APPROVING THE RENEWAL OF A LEASE AGREEMENT
BETWEEN THE CITY OF OTTUMWA AND MUSCO SPORT LIGHTING, LLC.**

WHEREAS, the City of Ottumwa entered into an Agreement with Musco Sport Lighting, LLC on or around February 25, 2016 for the lease of the South One-Half of Building #23 - a hangar at the Ottumwa Regional Airport; and

WHEREAS, said Agreement provided for an automatic renewal clause of an additional five year period – March 1, 2021 through February 28, 2026 following action by each party; and

WHEREAS, the terms of the Agreement provide for an automatic renewal of another five year period; March 1, 2021 through February 28, 2026 following action by each party.

WHEREAS, the City desires that the Agreement continue for another five years.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that approval of the automatic renewal of the lease agreement between the City of Ottumwa and Musco Sport Lighting, LLC.

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 2nd day of March, 2021.

CITY OF OTTUMWA, IOWA

Tom Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

Publish February 18, 2021

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on Tuesday, March 2, 2021 at 5:30 P.M. at City Hall in the City of Ottumwa, Iowa on its intent to consider a five-year Lease Agreement with the Musco Sport Lighting, LLC for the lease of the South One-Half of Building No. 23 – a hangar at the Ottumwa Regional Airport. All persons interested in the intent to approve the five-year Lease Agreement are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the approval of the five-year Lease Agreement. Statements can also be given to the City Clerk up to 4:30 P.M. on Tuesday, March 2, 2021.

FOR THE CITY OF OTTUMWA:
Christina Reinhard, City Clerk

**OTTUMWA REGIONAL AIRPORT
LEASE AGREEMENT**

This Lease Agreement made and entered into this 16th day of February, 2016 by and between the CITY OF OTTUMWA, IOWA, municipal corporation being the Lessor, situated in Wapello County, Iowa, hereinafter referred to as CITY, and Musco Sports Lighting, LLC being the Lessee, hereinafter referred to as MUSCO.

WITNESSETH:

WHEREAS, the Ottumwa Regional Airport, hereinafter referred to as "Airport" is owned by the CITY, and subject to the management and control of the CITY; and

WHEREAS, MUSCO has agreed to rent the South one-half (1/2) of Building #23, 14860 Terminal Street located at the OTTUMWA REGIONAL AIRPORT.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable considerations, CITY does hereby demise and let unto MUSCO, and MUSCO does hereby take from CITY, the Premises and attendant facilities, rights, services and privileges in connection with and at the Airport as follows:

ARTICLE I – PREMISES

A. The CITY, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of MUSCO, to be kept and performed, leases and rents unto MUSCO, and MUSCO hereby leases and takes of and from the CITY, the south one-half of the municipal hangar, known as Building #23, including the old engine repair area at the far South end of this hangar located at the Ottumwa Regional Airport (the "premises").

ARTICLE II – RENTAL AND FEES

A. That MUSCO will enter into an agreement with the City for an annual lease of \$3,600.00, plus a flat monthly fee of \$3,100.00, which will be paid to the FBO for delivery of fuel to MUSCO aircraft known as pumping fees in exchange for the sale of the Jet A fuel to Musco at the invoiced cost to the FBO. The City would in turn receive an eight (.08) cents per gallon fuel flowage fee for the first year of this Agreement and twelve (.12) cents per gallon fuel flowage fee for the second and subsequent years of this Agreement. Archangel will provide copies of receipts for all fuel delivered and has authorized the City to request and receive copies of all receipts

from Archangel's fuel supplier. Upon the request of MUSCO, the City shall provide receipts to MUSCO for verification.

B. The Premises shall be used by MUSCO as a Corporate Hangar Facility. MUSCO will not permit any person to use the same for any activity or purpose tending to injure the reputation of the City of Ottumwa, nor for any unlawful purpose, nor for any activity deemed extra hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said Premises or increase the cost thereof.

C. Except as otherwise provided herein, MUSCO will not, without written approval of the CITY, place any sign, decorations or objects on the Premises. MUSCO will be allowed to erect a sign for the express purpose of business identification. The size and location will be determined by mutual consent of MUSCO and CITY.

D. The CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent MUSCO from erecting or permitting to be erected, any building or other structure on the Airport which in the opinion of CITY would limit the usefulness of the Airport or constitute a hazard to aircraft.

E. Specific to the existing fuel depot, MUSCO will be given the opportunity to routinely insure the fuel depot meets all applicable safety standards as well as any quality standards. If any issues are identified, they must be sufficiently remedied in a reasonable time period. Nothing herein contained shall be construed to limit the City's liability for all aspects of the depot operation.

F. MUSCO shall suffer no waste or injury to the premises nor obstruct the streets or sidewalks adjacent thereto.

ARTICLE III – TERM

A. MUSCO shall have and hold all the privileges heretofore described for a term of five (5) years commencing on the 1st day of March, 2016 and ending on the 28th day of February, 2021. The term of the initial agreement would be 5 years.

B. At the mutual consent of both parties, MUSCO is granted the option to renew this lease at the end of the initial term for five additional (5) years with specific terms such as rent and fees being re-negotiated prior to the start of the subsequent five-year terms.

C. MUSCO desires to have a good working relationship with the City of Ottumwa and the FBO. MUSCO will allow the FBO to utilize the extra space in our hangar area for his occasional need to park other business jets on a transient basis.

ARTICLE IV – TERMINATION OF LEASE AND DEFAULTS OF TENANTS

A. TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This lease shall terminate upon expiration of the demised term, upon default in payment of rental herein, or upon any other default by either party in accordance with the terms and provisions of this lease.

B. Upon material default by MUSCO, this lease may, at the option of the CITY, be canceled and forfeited, provided however, before any such cancellation and forfeiture except as provided in (C) below, CITY shall give MUSCO a written notice specifying the default, or defaults, and stating that the lease will be canceled and forfeited sixty (60) days after the giving of such notice, unless such default, or defaults, are remedied within the sixty (60) day period.

C. BANKRUPTCY OR INSOLVENCY OF MUSCO. In the event MUSCO is adjudicated bankrupt, or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days written notice thereof by CITY to MUSCO, then and in any such events, CITY may, at its option, immediately terminate this lease reenter said premises, upon giving of ten (10) days written notice by CITY to MUSCO all to the extent permitted by applicable law.

D. In (B) and (C) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

E. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for sixty (60) days after written notice thereof from one party to the other, the person aggrieved in addition to all other remedies now or hereafter provided by law may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

ARTICLE V – MAINTENANCE OF PROPERTY AND UTILITIES

A. MUSCO shall operate, maintain and keep in good repair, all appurtenances, facilities and services.

B. That MUSCO shall furnish, at its own cost and expense, electric and gas utilities necessary and convenient for MUSCO's use of the premises. CITY shall pay for monthly usage of water and sewer. It shall be the duty of MUSCO to maintain and keep in good state of repair all utility services to the extent that the same are not kept and maintained by the particular utility company extending such service.

C. CITY may, at all reasonable times, enter to view the condition of the premises and adjoining property. Notice to MUSCO is required the day prior to the inspection.

D. MUSCO will make no unlawful use of said premises and agrees to comply with all valid regulations of any applicable local law, the laws of the State of Iowa, and the Federal Government. However, this provision shall not be construed as creating any duty by MUSCO to members of the general public. MUSCO will not allow trash of any kind to accumulate on said premises and will remove the same from the premises at its own expense.

E. MUSCO agrees to use the Premises leased to it hereunder in a proper manner, consistent with the purposes for which said premises are leased to it. MUSCO shall operate, maintain and keep in good repair, all appurtenances, facilities and services.

F. MUSCO will, at its own expense, make any repairs necessary to the South Half of Building #23 that do not directly relate to the fundamental structure of the building including foundation, floor, walls, trusses, and roof; specific structural repairs will be the responsibility of the CITY. CITY agrees to cooperate with any such repairs and to repair or replace any portions of the North Half of Building #23 as necessary. All building alterations require prior written approval of the CITY. Fixtures and other building alterations become and remain property of the city once they are made.

G. HAZARDOUS WASTE.

(1) MUSCO shall strictly comply with, and obey, all environmental laws, including but not limited to those laws, with respect to the creation, storage and disposal of hazardous materials. MUSCO is strictly prohibited from creating, utilizing, storing or disposing of any material or substance, which may be hazardous without prior notice to, and written consent from, the CITY except for those FDA approved substances reasonably related to MUSCO'S business.

(2) MUSCO and the CITY shall defend, hold harmless and indemnify each other from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage has been caused by the act, neglect, fault or omission of the party or its agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1).

(3) This indemnification is intended to survive the termination or expiration of this lease. Said indemnification shall operate as indemnity for any injury or damage set forth above, from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense incurred after the termination or expiration of the lease caused by the act, neglect, fault or omission of either party or its agents, servants, employees or invitees, during the term of the lease.

ARTICLE VI – RULES AND REGULATIONS

A. MUSCO agrees to observe and obey all reasonable rules and regulations which may from time to time during their term hereof be promulgated by CITY for the conduct and operation of the Airport, consistent with safety and with the rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; and provided further that such rules and regulations shall not be inconsistent with provisions of the Lease Agreement.

ARTICLE VII – SURRENDER OF PREMISES AT END OF TERM

A. MUSCO agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased Premises in a good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from the lapse of time, or damage without fault or liability of MUSCO.

B. MUSCO agrees that upon termination of this lease the south half of the municipal hangar and all other related improvements will become the property of the CITY.

ARTICLE VIII – INSURANCE

A. CITY and MUSCO will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties, that is fire and those items usually covered by extended coverage. Each party will procure and deliver to the other a certification from the respective insurance companies to that effect.

B. MUSCO will not do or omit the doing of any act, which would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the MUSCO upon which the CITY, by law or by the terms of this lease, has or shall have a lien.

C. MUSCO further agrees to comply with recommendation of Iowa Insurance Service Bureau and to be liable for and promptly pay, as if current rental, any increase in insurance rates

on said premises due to increase risks or hazards resulting from MUSCO's use of the premises otherwise than as herein contemplated and agreed.

D. CITY shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises and said insurance monies shall be paid to and held by the CITY to be used in the payment for cost of repairs or restoration of damaged building, if the destruction is only partial.

E. It is understood and agreed that the City of Ottumwa is named as "Additional Insured" in respect to the insured's occupancy of the South Half of Building #23 at the Ottumwa Regional Airport six (6) miles north of Ottumwa in Wapello County, Iowa."

F. The parties further covenant, and agree, that they will, at their own expense, procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa. Each party shall provide the other a Certificate of Insurance for liability coverage satisfactory to the respective parties in amount of \$2,000,000 combined single limit, protecting the other against such claim, damages, costs, or expenses on account of injury to any person, or persons, including death, by reason of any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. Certificates or copies of said policies shall be provided at the beginning of the term of this lease. The minimum liability insurance requirements will be evaluated prior to each subsequent renewal option.

ARTICLE IX – INDEMNITY

A. Each party agrees to indemnify and hold the other harmless from and against all liability for injuries to any person or persons, including death, or damage to property caused by either party's use or occupancy of the demised premises; provided, however, that either party shall not be liable for any injury, damage or loss occasioned by the negligence of the other, its agents or employees and provided further that each party shall give the other prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party.

ARTICLE X – PARTIAL DESTRUCTION OF PREMISES

A. In the event of a partial destruction or damage of the leased premises, which is a business interference; that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, CITY shall repair such damages within sixty

(60) days of its occurrence unless prevented from doing so by act of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond CITY's reasonable control.

ARTICLE XI – TOTAL DESTRUCTION OF PREMISES

A. In the event of a total destruction or damage of the leased premises so that MUSCO is not able to conduct its business on premises or the then current legal use for which the premises is being used and which damages cannot be repaired within sixty (60) days, this lease may be terminated at the option of either the CITY or MUSCO. Such termination in such event shall be effected by written notice of one party to the other within twenty (20) days after such destruction. MUSCO shall surrender possession with ten (10) days after such notice issues and each party shall be released from all further obligations hereunder, MUSCO paying rental pro rata only to the date of such destruction. In the event of such termination of this lease, CITY, at its option, may rebuild or not according to its own wishes and needs.

ARTICLE XII – NON-DISCRIMINATION

A. MUSCO for itself and successors in interest and assigns as part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose of which a Department of Transportation program activity is extended or for another purpose involving the provisions of similar services or benefits, MUSCO shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

B. MUSCO for itself and its successors in interest assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (1) No person on the grounds of race, color or national origin or other basis of illegal discrimination shall be excluded for participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities.
- (2) That in the construction of any improvement on, over or under such land, no personnel shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination based upon race, color, national origin or other basis of illegal discrimination.
- (3) That MUSCO shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

C. MUSCO further covenants and agrees, with respect to any service furnished to the public at the Ottumwa Regional Airport, MUSCO will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided however, that MUSCO may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

ARTICLE XIII – ASSIGNMENT

A. MUSCO shall not, at any time, assign this Lease Agreement or any part thereof without the express written approval of the CITY. Provided, however, that this shall not prevent the assignment of this Lease Agreement to a corporation with which MUSCO may merge or consolidate or which may succeed to the business or assets of MUSCO or a substantial part thereof. MUSCO shall not at any time sub-let space in any premises now or hereafter leased exclusively to MUSCO without the express written consent of the CITY in advance. CITY shall not unreasonably withhold consent.

ARTICLE XIV – NOTICES

A. Notices to CITY provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

City Administrator
City of Ottumwa
105 East Third Street
Ottumwa, IA 52501

and notices to MUSCO, if sent by registered mail, postage prepaid, addressed as follows:

Doug Yates
Musco Lighting
100 First Avenue West
P.O. Box 808
Oskaloosa, IA 52577

Or such other respective addresses as the parties may designate to each in writing from time to time.

ARTICLE XV – GENERAL CONDITIONS

A. This Lease Agreement shall become subordinate to provisions of any existing or future agreement between the CITY and the United State of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or

may be required as a condition precedent to the expenditure of Federal Funds for development of the Airport.

B. That MUSCO and CITY are not relying on any statement or representations of each other or of any other party in entering into this lease and that all of the negotiations between the parties are merged into this agreement and there are no understandings, terms or agreements of any kind or nature that are not set out herein and that this Lease Agreement and the provisions herein contained are the only agreements and understandings between the parties hereto.

C. All covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

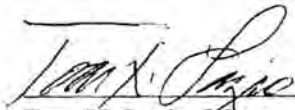
D. Neither MUSCO nor anyone claiming by, through or under MUSCO shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement hereon, or upon the leasehold interest of MUSCO therein, and notice is hereby given that no contractor, sub-contractor or anyone else may furnish any material, service or labor.

ARTICLE XVI – SAVINGS CLAUSE

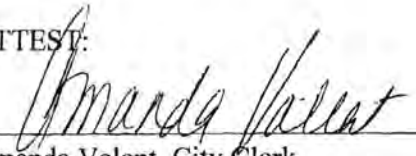
Should any part or provision of the Lease Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of the Lease Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Lease Agreement to be executed by their proper officers.

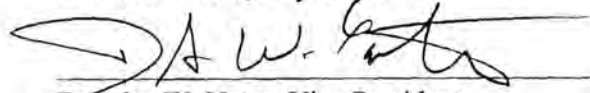
2.25.16
Date


Tom X. Lazio, Mayor
City of Ottumwa

2.25.16
Date

ATTEST:

Amanda Valent, City Clerk

2-25-2016
Date


Douglas W. Yates, Vice President
Musco Sports Lighting, LLC

CITY OF OTTUMWA

PRINTED FEB 26 10 34 AM

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 2, 2021

Alicia Bankson

Prepared By

Darry Seal

Department Head

Engineering Department
Department

Rly Rth

City Administrator Approval

AGENDA TITLE: Resolution #8-2021. Approve Change Order #10R for the Main Street (Downtown Streetscape) Reconstruction Project.

****Public hearing required if this box is checked. ****

****The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.****

RECOMMENDATION: Pass and adopt Resolution #8-2021.

DISCUSSION: The Downtown Main Streetscape project has been completed and Change Order 10R adjusts for alternate add items and quantity adjustment totals.

Total contract amount includes private side water services. To date the City has been reimbursed from property owners \$41,623.86 and \$3,643.27 applied to owners property taxes for a total of \$45,267.13.

The City is holding \$190,900.34 until a solution has been agreed to correct settlement of the permeable pavers. This is twice the amount based on contract unit prices.

Change Order #10R increases the contract sum by \$36,113.04 for quantity adjustments \$25,500 for fire services for a total of \$61,613.04.

The new contract sum is \$5,302,787.23.

<u>Funding:</u>	<u>Grants</u>
CDBG	\$ 800,000 50/50 City and Legacy
Water Quality	\$ 55,000
Legacy	\$1,946,000
City of Ottumwa	\$2,670,000
OWW	\$ 511,665
Ottumwa Area	\$ <u>12,800</u>
Arts Council	
Total	\$5,995,465

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

Base bid	\$5,096,359.30	
CO 1	\$ 30,194.36	
CO 2	\$ 3,987.50	
CO 3	\$ 8,139.72	
CO 4	\$ 11,885.50	
CO 5	\$ (5,123.05)	
CO 6	\$ 62,995.96	
CO 7	\$ 2,490.42	
CO 8	\$ 12,804.48	
CO 9	\$ 17,440.00	
CO 10	<u>\$ 61,613.04</u>	
New Contract Sum	\$5,302,787.23	Portzen Contract
Resident Engineer	\$ 300,000.00	Garden & Associates Contract.

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #8-2021

A RESOLUTION APPROVING CHANGE ORDER #10R FOR MAIN STREET (DOWNTOWN
STREETScape) RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Portzen Construction, Inc. of Dubuque, Iowa for the above referenced project; and

WHEREAS, Change Order #10R increases the contract amount by \$36,113.04 for quantity adjustments and \$25,500 for fire services for a total of \$61,613.04, resulting in a new contract sum of \$5,302,787.23; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 3rd day of March, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: Ottumwa Main Street

To Contractor: PORTZEN CONST.

Change Order Number: 10Revised

The Contract is changed as follows:

Final Quantity CO (see attached for summary)

Add Alternate 1 (Fire Services)

3 Add Alt. 1 Fire Services @ \$8,500/EA

24-Feb-21

\$36,113.04

\$0.00

\$25,500.00

\$0.00

\$0.00

\$0.00

\$0.00

Total: \$61,613.04

(summaries for all listed above, are attached)

Base bid amount \$5,096,359.30

NEW PROJECT TOTAL \$5,302,787.23

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was \$5,096,359.30

Net change by previously authorized Change Orders \$144,814.89

The Contract Sum prior to this change order \$5,241,174.19

The Contract Sum will be increased by this change order in the amount of \$61,613.04

The new Contract Sum including this change order \$5,302,787.23

The Contract Time will be unchanged by 0 days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

ENGINEER/
DIRECTOR OF PUBLIC WORKS

DATE

PORTZEN CONST.
CONTRACTOR

DATE

BY

TITLE

CHANGE ORDER
For Local Public Agency Projects

No.: 10R

Non-Substantial:

NA

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): NA

Project Number: Genus 16004

Contract Work Type: Ottumwa - Main St

Local Public Agency: City of Ottumwa, Iowa

Contractor: Portzen

Date Prepared: February 24, 2021

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

Increase/Decrease for various contract line numbers required for city balance of final quantities.

B - Reason for change:

Line numbers: 7, 8, 11, 14, 15, 17, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 31, 33, 34, 35, 38, 39, 47, 48, 51, 53, 54, 55, 56, 57, 58, 59, 60, 65, 66, 71, 73, 74, 75, 77, 78, 79, 80, 81, 82, 83, 84, 85, 88, 94, 95, 105, 106, 107, 108, 109, 111, 112, 113, 114, 117, 121, 122, Add Alternate 1, Add Alternate 2. Changes are based on actual final field measurements of quantities made during construction and for purpose of City of Ottumwa balance.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

Line numbers: 7, 8, 11, 14, 15, 17, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 31, 33, 34, 35, 38, 39, 47, 48, 51, 53, 54, 55, 56, 57, 58, 59, 60, 65, 66, 71, 73, 74, 75, 77, 78, 79, 80, 81, 82, 83, 84, 85, 88, 94, 95, 105, 106, 107, 108, 109, 111, 112, 113, 114, 117, 121, 122, Add Alternate 1, Add Alternate 2. Contract unit prices.

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

Line numbers: 7, 8, 11, 14, 15, 17, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 31, 33, 34, 35, 38, 39, 47, 48, 51, 53, 54, 55, 56, 57, 58, 59, 60, 65, 66, 71, 73, 74, 75, 77, 78, 79, 80, 81, 82, 83, 84, 85, 88, 94, 95, 105, 106, 107, 108, 109, 111, 112, 113, 114, 117, 121, 122, Add Alternate 1, Add Alternate 2. Contract unit prices.

E - Contract time adjustment: No Working Days added Working Days added _____ Unknown at this time

Justification for selection:

F - Items included in contract:

Participating		Line Number	Item Description	For deductions enter as "-x.xx"		Amount .xx
Federal-aid	State-aid			Unit Price .xx	Quantity .xxx	
		7	Removal of Pavement	\$14.00	174.000	\$2,436.00
		8	Removal of Sidewalk	\$19.00	9.300	\$176.70
		11	Remove Manhole	\$1,000.00	4.000	\$4,000.00
		14	Subgrade Preparation	\$2.00	121.600	\$243.20
		15	Subbase (Granular), Modified	\$8.50	121.600	\$1,033.60
		17	Subdrain, Longitudinal, 6" Dia.	\$17.25	189.400	\$3,267.15
		19	Street Pavement, PCC, 7" Thick	\$78.25	383.300	\$29,993.23
		20	Street Pavement, PCC, 9" Thick	\$92.75	38.200	\$3,543.05
		22	2" Mill and Overlay	\$90.00	-106.000	-\$9,540.00
		23	Pavement Type C: Permeable Pavers	\$95.50	-33.000	-\$3,151.50
		24	Type C: Geotextile Fabric	\$4.50	977.200	\$4,397.40
		25	Type C: Storage Aggregate, #2 Stone	\$34.00	-131.430	-\$4,468.62
		26	Type C: Filter Aggregate, #57 Stone	\$38.00	113.620	\$4,317.56
		27	Type C: GeoGrid, TX190L	\$8.00	-33.000	-\$264.00
		28	Type C: GeoGrid, TX&	\$7.75	142.000	\$1,100.50
		29	Curb Type A: Concrete Beam Curb	\$50.00	28.800	\$1,440.00
		31	Curb Type C: BioRetention Planter Curb	\$82.00	11.900	\$975.80
		33	Curb Type D: Sudas Class A Curb	\$42.00	-509.000	-\$21,378.00
		34	Curb Type E: 6" Concrete Curb with 18" Gutter	\$39.00	-60.200	-\$2,347.80
		35	Pavement Type A: Sidewalk PCC 5" Thickness	\$61.00	407.800	\$24,875.80
		38	Detectable ADA Warning Plates	\$50.00	-4.000	-\$200.00
		39	Permanent Marking: Lines	\$13.00	-1.000	-\$13.00
		47	Bike Rack	\$1,100.00	-2.000	-\$2,200.00
		48	H.C. Parking Signs	\$300.00	-1.000	-\$300.00
		51	Aggregate Trench Foundation	\$60.00	-100.000	-\$6,000.00
		53	Sanitary Sewer Gravity Main, Trenched, 8" PVC	\$111.50	93.700	\$10,447.55
		54	Sanitary Sewer Service Stub, PVC, 4" or 6"	\$95.50	-81.700	-\$7,802.35
		55	Storm Sewer, Trenched, PVC, 6"	\$85.40	80.800	\$6,900.32
		56	Storm Sewer, Trenched, RCP, 12"	\$137.00	-0.300	-\$41.10

Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity xxx	Amount .xx
		57	Storm Sewer, Trenched, RCP, 15"	\$124.25	-27.300	-\$3,392.02
		58	Storm Sewer, Trenched, RCP, 24"	\$273.85	-0.600	-\$164.31
		59	Storm Sewer, Trenched, RCP, 42"	\$235.55	37.800	\$8,903.79
		60	Manhole Type SW-301, 48" Dia.	\$7,143.00	1.000	\$7,143.00
		65	Intake Type SW-501	\$3,522.00	1.000	\$3,522.00
		66	Intake Type SW-502, 48" Dia.	\$7,602.00	-1.000	-\$7,602.00
		71	Connection to Existing Manhole	\$2,562.00	1.000	\$2,562.00
		73	Water Main, Trenched, Zinc coated DIP, 6"	\$138.25	84.100	\$11,626.83
		74	Water Main, Trenched, Zinc coated DIP, 8"	\$205.50	-13.200	-\$2,712.60
		75	Water Main, Trenched, Zinc coated DIP, 10"	\$212.85	31.500	\$6,704.78
		77	Water Main, Trenched, Zinc coated DIP, 16"	\$145.25	24.200	\$3,515.05
		78	Water Main, Trenched, Zinc coated DIP, 20"	\$364.65	9.000	\$3,281.85
		79	Water Service Pipe, CU, 1 1/2" Dia.	\$66.70	-406.800	-\$27,133.56
		80	Water Service Pipe, CU, 2" Dia.	\$70.85	55.000	\$3,896.75
		81	Water Service Corp., Assembly, 2x1" w/ header	\$979.00	-13.000	-\$12,727.00
		82	Water Service Corporation, 2"	\$1,070.00	2.000	\$2,140.00
		83	Water Service Curb Stop and Box, 1 1/2"	\$1,009.00	-13.000	-\$13,117.00
		84	Water Service Curb Stop and Box, 2"	\$1,099.00	2.000	\$2,198.00
		85	Valve, Gate, 6" (Fire Service Valve)	\$3,035.00	2.000	\$6,070.00
		88	Valve, Gate, 12"	\$3,004.00	1.000	\$3,004.00
		94	S1 Pole & Fixture: Pole, 14' ht.	\$5,600.00	-1.000	-\$5,600.00
		95	S2 Pole & Fixture: Roadway Int. Poles, 22' ht.	\$6,900.00	1.000	\$6,900.00
		105	Plants with Warranty, Shade Tree	\$690.00	-2.000	-\$1,380.00
		106	Plants with Warranty, Ornamental Tree	\$600.00	-6.000	-\$3,600.00
		107	Plants with Warranty, Shrubs, 24" ht.	\$110.00	-3.000	-\$330.00
		108	Plants with Warranty, Perennials, 1 Gal., 18" O.C.	\$17.00	-1,108.000	-\$18,836.00
		109	Plants with Warranty, Bulbs	\$4.80	-170.000	-\$816.00
		111	Amended Planting Bed Soils, 24" Depth	\$82.00	12.000	\$984.00
		112	BMP Plants with Warranty, Shrubs 24" ht.	\$110.00	43.000	\$4,730.00
		113	BMP Plants with Warranty, Perennials, 1 Gal.	\$17.00	798.000	\$13,566.00
		114	BMP Plants with Warranty, Bulbs	\$8.25	90.000	\$742.50
		117	Choker Aggregate, #8 stone, 3"	\$65.00	55.020	\$3,576.30
		121	Access well at 231 East Main	\$7,000.00	-2.000	-\$14,000.00

		122	Sidewalk area, compacted granular subbase	Accounting \$27.00	D No. (5-digit number) 487,970	\$11,015.19
						Change Order No.: _____
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>						TOTAL
						-\$36,113.03

G - Items not included in contract:

\$36,113.04

Participating		For deductions enter as "-x.xx"					
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>						TOTAL	

H. Signatures

Agreed:

Contractor _____ Date _____

Recommended:

Project Engineer _____ Date _____

Approved:

Person in Responsible Charge _____ Date _____ Other (optional) _____ Title _____ Date _____

Contracting Authority (optional) _____ Date _____ Other (optional) _____ Title _____ Date _____

Iowa DOT Administering Office _____ Date _____

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence:

Federal Highway Division Administration _____ Date _____
(if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____ Initials: _____

Item No. H.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 2, 2021

Alicia Bankson

Prepared By

Engineering
Department

Darryl Seals
Department Head

Rly Rltt
City Administrator Approval

AGENDA TITLE: Resolution #52-2021. Awarding the contract for the Woodland Avenue Reconstruction Project.

****Public hearing required if this box is checked. ****

****The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.****

RECOMMENDATION: Pass and adopt Resolution #52-2021.

DISCUSSION: This project consists of the East Woodland Avenue reconstruction from Court Street to approximately 1,100 LF east. It includes complete reconstruction of the roadway, installation of new sewers and adding new storm system on Green Street between Woodland and Fillmore. Up-grades to the storm sewer system and replacement of the sanitary sewer main. This area is in the Phase VIII Division 3D area and will be designed to allow the sanitary to be connected in the future without removing any of the newly installed street pavement.

During design a cross county sewer was uncovered which will also need to be replaced. As part of this process easement plats were developed for the existing cross county sewer.

This project is scheduled to take 75 working days with a late start date of July 5th.

Bids were received and opened by the City of Ottumwa on February 24, 2021 at 2:00 p.m. The project was advertised on the City of Ottumwa and the Master Builders of Iowa websites. Two (2) bids were received. The low bidder is Drish Construction, Inc., of Fairfield, Iowa, in the amount of \$857,279.65.

Bid Tab and Plan Holders List are attached.

Engineer's Opinion of Cost:	\$928,883
OWW	\$179,812.50 – Pavement Replacement
RU	\$356,000
LOST Balance	

Source of Funds: RU/LOST

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #52-2021

A RESOLUTION AWARDING THE CONTRACT FOR THE WOODLAND AVENUE
RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Drish Construction, Inc. of Fairfield, Iowa, in the amount of \$857,279.65.

APPROVED, PASSED, AND ADOPTED, this 2nd day of March, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

February 25, 2021

Larry Seals
Director of Public Works
City of Ottumwa
105 East Third Street
Ottumwa, IA 52501

Re: East Woodland Avenue
Reconstruction Project
Ottumwa, Iowa
G&A 5019275

Dear Larry:

Bids for the referenced project were received on February 24, 2021. The low bid was received from Drish Construction, Inc. from Fairfield, Iowa, in the amount of \$857,279.65.

We have reviewed the bids, and based on our review of the bids received, we recommend award of the contract to Drish Construction, Inc. contingent upon your approval. If awarded, please sign and date all three copies of the enclosed Notice of Award and forward to the Contractor for their signature.

Also enclosed are the original bids and a copy of the bid tabulation for the project for your files.

If you have any questions, please don't hesitate to contact me.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Bradley J Uitermarkt, P.E.

Encs: Bid Tabulation and Original Bids

BJU/ng

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA

BID TAB SHEET
EAST WOODLAND AVENUE RECONSTRUCTION PROJECT
OTTUMWA, IA
2021
Bids received February 24, 2021
G&A 5019275

				Drish Construction, Inc 1701 S Main Street Fairfield, IA 52556		Cornerstone Excavating, Inc PO Box 928 Washington, IA 52353		Engineer's Opinion of Probable Cost	
No.	Item	Unit	Estimated Quantity	Price	Extended Price	Price	Extended Price	Price	Extended Price
1	Clearing and Grubbing	LS	1	\$9,040.00	\$9,040.00	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00
2	Excavation, Class 10	CY	1,485	\$66.50	\$98,752.50	\$60.00	\$89,100.00	\$50.00	\$74,250.00
3	Subgrade Preparation (12" Thick)	SY	3,490	\$2.00	\$6,980.00	\$3.00	\$10,470.00	\$4.00	\$13,960.00
4	Subgrade Treatment, Geogrid, Type 1	SY	3,490	\$2.00	\$6,980.00	\$3.25	\$11,342.50	\$2.50	\$8,725.00
5	Subbase, Modified	SY	3,490	\$7.00	\$24,430.00	\$8.00	\$27,920.00	\$6.50	\$22,685.00
6	Compaction Testing	LS	1	\$7,495.00	\$7,495.00	\$6,500.00	\$6,500.00	\$2,200.00	\$2,200.00
7	Trench Foundation	TON	50	\$48.00	\$2,400.00	\$35.00	\$1,750.00	\$22.00	\$1,100.00
8	Trench Compaction Testing (Storm & Sanitary Sewer)	LS	1	\$7,495.00	\$7,495.00	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00
9	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	1,163	\$63.50	\$73,850.50	\$67.00	\$77,921.00	\$105.00	\$122,115.00
10	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	46	\$106.75	\$4,910.50	\$80.00	\$3,680.00	\$105.00	\$4,830.00
11	Sanitary Sewer Gravity Main, Trenchless, PVC, 8"	LF	115	\$150.25	\$17,278.75	\$165.00	\$18,975.00	\$110.00	\$12,650.00
12	Sanitary Sewer Service Stub, PVC, 4" or 6"	LF	346	\$126.75	\$43,855.50	\$91.00	\$31,486.00	\$75.00	\$25,950.00
13	Storm Sewer, Trenched, RCP, 15"	LF	1,242	\$72.00	\$89,424.00	\$61.00	\$75,762.00	\$60.00	\$74,520.00
14	Storm Sewer, Trenched, RCP, 18"	LF	27	\$81.50	\$2,200.50	\$80.00	\$2,160.00	\$62.00	\$1,674.00
15	Pipe Culvert, Trenchless, RJ SDR 21, 12"	LF	122	\$148.00	\$18,056.00	\$190.00	\$23,180.00	\$120.00	\$14,640.00
16	Pipe Apron, RCP, 18"	EA	1	\$1,000.00	\$1,000.00	\$1,450.00	\$1,450.00	\$2,000.00	\$2,000.00
17	Footing for Concrete Pipe Apron, 18"	EA	1	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$500.00	\$500.00
18	Subdrain, Longitudinal, 4"	LF	2,175	\$7.00	\$15,225.00	\$11.00	\$23,925.00	\$8.00	\$17,400.00
19	Subdrain Outlets and Connections, CMP or PVC, 4" or 6"	EA	8	\$290.00	\$2,320.00	\$275.00	\$2,200.00	\$210.00	\$1,680.00
20	Spot Repairs by Pipe Replacement	EA	1	\$2,034.00	\$2,034.00	\$1,650.00	\$1,650.00	\$150.00	\$150.00
21	Lower/ Relocate Existing Water Service	EA	8	\$627.75	\$5,022.00	\$1,125.00	\$9,000.00	\$1,500.00	\$12,000.00
22	Manhole, SW-301, 48" Dia.	EA	6	\$6,805.00	\$40,830.00	\$5,300.00	\$31,800.00	\$5,500.00	\$33,000.00
23	Manhole, SW-401, 48" Dia.	EA	1	\$4,640.00	\$4,640.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00
24	Intake, SW-501	EA	5	\$4,525.00	\$22,625.00	\$4,400.00	\$22,000.00	\$4,500.00	\$22,500.00
25	Intake, SW-502, 48"	EA	1	\$6,304.00	\$6,304.00	\$4,900.00	\$4,900.00	\$4,500.00	\$4,500.00
26	Intake, SW-503	EA	6	\$7,365.00	\$44,190.00	\$6,200.00	\$37,200.00	\$5,000.00	\$30,000.00
27	External Drop Connection	EA	2	\$4,445.00	\$8,890.00	\$6,550.00	\$13,100.00	\$4,000.00	\$8,000.00
28	Connection to Existing Manhole	EA	1	\$1,080.00	\$1,080.00	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00
29	Remove Manhole	EA	7	\$970.00	\$6,790.00	\$1,750.00	\$12,250.00	\$1,100.00	\$7,700.00
30	Remove Intake	EA	12	\$970.00	\$11,640.00	\$1,750.00	\$21,000.00	\$1,100.00	\$13,200.00
31	Pavement, PCC, 7" Thick	SY	3,025	\$47.00	\$142,175.00	\$60.00	\$181,500.00	\$76.00	\$229,900.00
32	Removal of Driveway	SY	303	\$11.30	\$3,423.90	\$15.00	\$4,545.00	\$11.00	\$3,333.00
33	Driveway, Paved, PCC, 6" Thick	SY	342	\$58.00	\$19,836.00	\$90.00	\$30,780.00	\$75.00	\$25,650.00
34	Full Depth Patches (PCC, 6" Thick)	SY	145	\$136.50	\$19,792.50	\$30.00	\$4,350.00	\$100.00	\$14,500.00
35	Pavement Removal	SY	3,020	\$7.20	\$21,744.00	\$8.00	\$24,160.00	\$6.50	\$19,630.00
36	Temporary Traffic Control	LS	1	\$3,150.00	\$3,150.00	\$5,750.00	\$5,750.00	\$5,000.00	\$5,000.00
37	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	LS	1	\$7,850.00	\$7,850.00	\$7,900.00	\$7,900.00	\$5,000.00	\$5,000.00
38	SWPPP Preparation	LS	1	\$1,050.00	\$1,050.00	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00
39	SWPPP Management	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
40	Rip-Rap, Class D	TON	50	\$52.00	\$2,600.00	\$55.00	\$2,750.00	\$100.00	\$5,000.00
41	Silt Fence	LF	200	\$3.10	\$620.00	\$4.00	\$800.00	\$8.00	\$1,600.00
42	Silt Fence, Removal of Sediment	LF	200	\$2.00	\$400.00	\$2.00	\$400.00	\$1.00	\$200.00
43	Silt Fence, Removal of Device	LF	200	\$2.00	\$400.00	\$2.00	\$400.00	\$1.00	\$200.00
44	Mobilization	LS	1	\$45,000.00	\$45,000.00	\$79,000.00	\$79,000.00	\$55,000.00	\$55,000.00
TOTAL									
					\$857,279.65		\$973,006.50		\$928,942.00

I hereby state that the aforementioned bid tabulation is a fair representation of those bids received February 24, 2021 for East Woodland Avenue Reconstruction Project, Ottumwa, Iowa.


 Bradley J. Uitermarkt, P.E.

2/25/21
 License No. 16716 (Renewal Date: 12/31/2022)



Plan Holder Report as of 02/25/2021 08:54:44 AM CST**Garden & Associates**

East Woodland Avenue Reconstruction Project, Ottumwa IA (eBidDoc #7557969)

Contact: Nancy Graham
 Phone: 641-672-2526
 E-mail: ngraham@gardenassociates.net
 Bid Date: 02/24/2021 02:00 PM CST

[Help](#)

Company	Contact	Designation	Bus. Types	Entry Date	Doc Type	Comments
The Driller, LLC 5125 E University Ave Pleasant Hill, IA 50327-7007	Sue Bush Phone: 515-266-2261 Fax: 515-266-1349 Email: suebush@thedrillerllc.com	Subcontractor		02/04/2021	eBidDoc	
Dodge Data & Analytics Next Member Numbe 2860 S State Hwy 161 Ste. 160 #501 Grand Prairie, TX 75052	Adam Bouman Phone: 513.666.3354 Fax: 800-768-5594 Email: dodge.docs@construction.com	Plan Room	DBE	02/05/2021	eBidDoc	
Iowa Bridge and Culvert, LC 409 North Avenue B Washington, IA 52353	Estimating Phone: 319-653-5436 Fax: 319-653-5439 Email: quotes@iowabridge.com	Prime Bidder		02/05/2021	eBidDoc	
Cornerstone Excavating, Inc. PO Box 928 PO BOX 928 Washington, IA 52353	Jim Ziegrowsky Phone: 319-653-3957 Fax: 319-653-9067 Email: office@stoneinc.com	Prime Bidder		02/05/2021	eBidDoc	
Master Builders Of Iowa 221 Park Street Des Moines, IA 50309	Cindy Adams Phone: 515-288-7339 Fax: 515-288-8718 Email: mbiplanroom-dsm@mbionline.com	Plan Room		02/05/2021	eBidDoc	
Construction Products Marketing Group, LLC 7111 James Avenue Richfield, MN 55423	Landon Wallace Phone: 612-242-8996 Fax: Email: lwallace@cpmgroup.ne	Supplier		02/08/2021	eBidDoc	
Manatt's, Inc. 1775 Old 6 Road Brooklyn, IA 52211	Tim Tometich Phone: 641-522-5032 Fax: 641-522-5594 Email: timt@manatts.com	Prime Bidder		02/08/2021	eBidDoc	
DeLong Construction, Inc. 1320 N 8th Avenue PO Box 488 Washington, IA 52353	Dana DeLong-Patterson Phone: 319-653-3334 Fax: 319-653-3351 Email: ddpatterson@iowatelecom.net	Subcontractor	WBE	02/08/2021	eBidDoc	
Drish Construction, Inc. 1701 South Main Street Fairfield, IA 52556	Miranda Ogle Phone: 641-472-9506 Fax: 641-472-9417 Email: drish.mirandao@gmail.com	Prime Bidder		02/08/2021	eBidDoc	
Jones Contracting Corp 1956 West Point Rd. PO Box 156 West Point, IA 52656	Patrick Jones Phone: 319-837-8129 Fax: 319-837-6298 Email: pjones@jonescontractingcorp.com	Prime Bidder		02/09/2021	eBidDoc	
Browns Tree Service 2507 Glasgow Rd Fairfield, IA 52556	Mark Brown Phone: 641-919-8190 Fax: Email: brownm170@gmail.com	Subcontractor		02/09/2021	eBidDoc	
Service Signing 3533 W AIRLINE HWY Waterloo, IA 50703	Allison Baugher Phone: 319-404-5312 Fax: 319-833-5303 Email: allison@servicesigning.com	Subcontractor		02/09/2021	eBidDoc	
Hagerty Earthworks LLC 300 E 2nd Street Suite 304 Muscatine, IA 52761	John Schafer Phone: 563-260-0607 Fax: 563-259-7292 Email: jschafer.hagertyoffice@gmail.com	Prime Bidder		02/11/2021	eBidDoc	
Wenthold Excavating, LLC 1212 E Walnut St Unit A Elkhart, IA 50073	Bryan Spriggs Phone: 641-990-2357 Fax: Email: bryan@wentholdexcavating.com	Subcontractor		02/11/2021	eBidDoc	
TK Concrete 1608 Fifield RD Pella, IA 50219	Billie Stout Phone: 641-628-4590 Fax: 6416280064 Email: Billie@vermeergroup.com	Prime Bidder	SBE	02/11/2021	eBidDoc	
Blommers Construction, Inc 1117 222nd Avenue Pella, IA 50219	Leroy Blommers Phone: 641-628-4068 Fax: Email: jblommers5@gmail.com	Prime Bidder		02/15/2021	Paper	
Quad Cities Winwater Co.	Chris Burgmeier	Supplier		02/15/2021	eBidDoc	

3535 S 11th Avenue Eldridge, IA 52748	Phone: 563-223-9540 Fax: 563-223-9539 Email: crburgmeier@winwaterworks.com				
Selco, Inc. P.O. Box 137 East Dubuque, IL 61025	Clark Wolff Phone: 815-554-6594 Fax: 815-554-6596 Email: selcoine@mchsi.com	Subcontractor		02/16/2021	eBidDoc
Iowa Civil Contracting, Inc 1106 3rd Street P.O. Box Q Victor, IA 52347	Missy Rhinehart Phone: 319-647-3561 Fax: 319-647-2376 Email: missyr@iowacivil.com	Prime Bidder		02/18/2021	eBidDoc
Absolute Concrete 505 1st Avenue Slater, IA 50244	Drew Roberts Phone: 515-228-3030 Fax: 515-228-3031 Email: droberts@ac-iowa.com	Prime Bidder		02/18/2021	eBidDoc
J & K Contracting LLC 10703 Justin Dr Urbandale, IA 50322	Jared Bouska Phone: 515-233-5500 Fax: 515-278-2351 Email: jbouska@jandkcontracting-ia.com	Prime Bidder		02/22/2021	eBidDoc
Douds Stone, Inc. 14242 Terminal Ave P O Box 717 Ottumwa, IA 52501	Chuck Manson Phone: 641-683-1671 Fax: 641-683-1673 Email: doudstone@yahoo.com	Supplier		02/22/2021	eBidDoc