



**AGENDA**  
**REGULAR MEETING OF THE**  
**WINDSOR HEIGHTS CITY COUNCIL**  
**Monday, May 19, 2025 - 6:00 PM**  
**WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST**  
**ZOOM: <https://us02web.zoom.us/j/7832856334>**  
**Meeting ID: 783 285 6334**

Notice to the Public: If you would like the supporting documents and information, please call City Hall by noon the day of the meeting. Copies of City Council Agendas are free to the public. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting.

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approval of the Agenda**
3. **Presentation from Iowa Bicycle Coalition**
  - A. Consideration of Bike Month Proclamation
4. **Public Hearing on the Disposal of Real Estate at 7711 Marilyn Drive**
  - A. Consideration of Resolution No. 2025-39 A Resolution for Disposal of Real Estate
5. **Public Hearing on the Disposal of Real Estate at 7811 Marilyn Drive**
  - A. Consideration of Resolution No. 2025-40 A Resolution for Disposal of Real Estate
6. **Public Hearing on the Disposal of Real Estate at 7817 Marilyn Drive**
  - A. Consideration of Resolution No. 2025-41 A Resolution for Disposal of Real Estate
7. **Public Hearing on the Disposal of Real Estate at 7901 Marilyn Drive**
  - A. Consideration of Resolution No. 2025-42 A Resolution for Disposal of Real Estate
8. **Public Hearing on FY25 Budget Amendment**
  - A. Consideration of Resolution No. 2025-43 A Resolution Approving FY25 Budget Amendment
9. **Public Forum:** This is time set aside for comments from the public on topics of City business other than those listed on the agenda. No action may be taken. Please come to the podium, state your name and address for the record and keep your comments to no more than 5 minutes.

The agenda was posted on the official bulletin boards, posted to [www.windsorheights.org](http://www.windsorheights.org), and city social media platforms in compliance with the requirements of city ordinances and the open meetings law. Scan the QR Code to visit our online Agenda Center. Select the meeting date and view the agenda packet including supporting documents and staff reports.



10. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.

- A. Approve Minutes of the Regular Council Meeting on May 5, 2025
- B. Approve Financial Reports
- C. Approve 68th Street Improvements Project Pay Request 1
- D. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 10
- E. Approve Resolution No. 2025-44 A Resolution Approving End of Year FY25 Balance Transfers
- F. Approve Resolution No. 2025-45 A Resolution Adopting Design Guidelines for Driveway Grades in Road Reconstruction Projects
- G. Approve Resolution No. 2025-46 A Resolution Approving A Tax Abatement Application for 2004 69th Street
- H. Approve Resolution No. 2025-47 A Resolution Approving the 28E Agreement for SERT
- I. Approve Resolution No. 2025-48 A Resolution Setting Public Hearing on Lease of 1151 65th Street
- J. Approve Resolution No. 2025-49 A Resolution to Provide for a Notice of Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimated Total Cost for the University Avenue Maintenance Project and For the Taking of Bids of Said Project
- K. Approve Resolution No. 2025-50 A Resolution to Provide for a Notice of Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimated Total Cost for the Wilshire Blvd Storm Sewer Project and For the Taking of Bids of Said Project
- L. Approve Construction Services Agreement Amendment 68th St. Reconstruction
- M. Approve Selling of the American LeFrance Pumper, E551

11. **Action Items:**

- A. Consideration of Resolution No. 2025-51 A Resolution Accepting City of Windsor Heights Public Art Plan
- B. Consideration of Resolution No. 2025-37 - A Resolution Authorizing the Amendment to the Intergovernmental Agreement Between Windsor Heights and Greater Des Moines Convention & Visitors Bureau and Supplement Agreement Amendment

12. **Reports:**

- A. Mayor, Council Reports and Committee Updates, and Administration Reports
  - i Police Q1 Report

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### 13. Adjourn

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## PROCLAMATION

# Recognition of May 2025 as Bike Month

## City of Windsor Heights

**WHEREAS**, May has been recognized as National Bike Month since 1956, sponsored by the League of American Bicyclists, including National Bike to Work Week from May 12-16, 2025, and City of Windsor Heights will celebrate Bike to Work Day on May 16, 2025;

**WHEREAS**, Windsor Heights' network of nearly three miles of paved trails such as the The Windsor Trail provides safe and scenic routes that enhance community well-being, reduce pollution, and lessens traffic congestion and road maintenance costs;

**WHEREAS**, Windsor Heights' trails are essential for exercise, recreation and commuting, offering year-round connectivity and integrating into a 600-mile regional trail network linking urban centers with outdoor recreational landscapes that promote mental health and nature;

**WHEREAS**, Windsor Heights is committed to sustainable transportation, as codified in MoveDSM, Vision Zero Action Plan, and AdaptDSM;

**WHEREAS**, the Iowa Bike Coalition has played a significant role in promoting safe and accessible bicycling in Iowa, organizing many Bike Month activities, and advocating for improvements to biking infrastructure and bike safety for the last 21 years, including passage of a Hands Free law for the state of Iowa as well as protections for pedestrians in crosswalks regardless of their form of transportation;

**WHEREAS**, the continued development of an all-ages-and-abilities bicycling network supports our environmental goals, and fosters community building;

**WHEREAS**, it is vital for drivers in Windsor Heights to ensure bicyclists' safety by respecting their road space by sharing the road;

**NOW, THEREFORE, I, Mike Jones, Mayor of Windsor Heights, Iowa, do hereby recognize May as Bike Month. I encourage all community members to join in celebrating this special observance.**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Windsor Heights to be affixed this 19<sup>th</sup> day of May 2025.



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Mike Jones  
Mayor of Windsor Heights



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## Staff Report

**To:** Mayor and City Council  
**From:** Adam Plagge, City Administrator  
**Date:** May 15, 2025  
**Subject:** Disposal of Real Estate

### **GENERAL INFORMATION**

The following four Public Hearings consider the sale of four excess City parcels of property backing up to North Walnut Creek adjacent to 7901, 7817, 7811 and 7711 Marilyn Drive. These property owners have provided the agreed upon \$4,400 to complete the necessary survey work and draft access easements and property transfer documents. Utility and/or creek access easements are included in all properties being transferred when appropriate. Additionally, 7711 Marilyn Drive has agreed to provide an easement on their existing property for utility maintenance. Two additional maintenance agreements are included on 7711 Marilyn Drive and 7811 Marilyn Drive which will continue to have minor improvements on the retained City property. These Maintenance Agreements, similar to the agreement previously executed by City Council on 7609 Marilyn Drive, will allow the residents to retain the existing encroachment improvements, subject to the City requiring future removal. The residents will also hold the City harmless for any claims or damages resulting from the encroachments.

No public comment has been received by staff on any of these items.

## **RESOLUTION 2025-39**

### **A RESOLUTION TO DISPOSE OF REAL PROPERTY**

**WHEREAS**, The City Council of Windsor Heights, Iowa currently owns property, legally described as:

A parcel of land located in Lots 1 and 6 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:

Commencing at the Southeast corner of Lot 27 of Plaza Hills Plat 5; thence N20°01'52"E, 140.11 feet along the Easterly line of said Lot 27 to the Northeast corner thereof; thence continuing N20°01'52"E, 65.00 feet along the East line of Lot 3 of said Plaza Hills Plat 7 to the Northeast corner thereof and also being the point of beginning; thence N80°23'23"W, 139.29 feet along the North line of said Lot 3 to the Northwest corner thereof; thence N20°01'55"E, 64.22 feet; thence S85°22'38"E, 70.91 feet; thence S48°01'32"E, 73.99 feet; thence S20°01'52"W, 30.22 to the point of beginning

As set forth in the attached Attachment A, Plat of Survey.

(The "Property").

**WHEREAS**, the adjoining property owners, Rick and Roxanne F. Ludwig, have been using the Property as an extension of their adjoining land, and the City believes it to be in the best interest of the City to dispose of the Property to Rick and Roxanne F. Ludwig.

**WHEREAS**, The City has determined that it has no use for the Property, that the maintenance at public expenses is not warranted, that the disposal will have no significant impact on public access, and the City will not be inconvenienced by the vacation and conveyance of said Property.

**WHEREAS**, upon vacation, the City would retain all existing easement rights for utilities and ingress-egress to the same, and acquire those easements as set forth in the Purchase Agreement.

**WHEREAS**, on May 5, 2025 the City declared its intent to vacate and convey all right, title and interest of the City of Windsor Heights, Iowa, in and to the Property and scheduled a public hearing to discuss the same.

**WHEREAS**, the notice of intention to vacate and convey the Property was given by publication of a Public Notice prior to the meeting of the City Council to be held on May 19, 2025, and the notice was duly published in the newspaper as required by law.

**WHEREAS**, a public hearing on the proposed disposal and conveyance was held on May 19, 2025.

**WHEREAS**, the City Council found and determined that the proposed disposal would serve the public interest.

**NOW, THEREFORE**, be it resolved by the City Council of Windsor Heights, Iowa:

1. The City of Windsor Heights, Iowa, hereby vacates and conveys all rights, title, and interest in and to the Property.
2. The Purchase Agreement as attached in Attachment B with Rick and Roxanne Ludwig is hereby approved.
3. The Mayor is authorized and directed to sign the deed for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.
4. The Easements set forth in Attachment B are hereby approved and accepted.
5. The City Clerk is authorized and directed to forward the original of the quit claim deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Polk County Recorder's Office for the purpose of causing these documents to be recorded.
6. The City Clerk is authorized and directed to record the Easements with the Polk County Recorder's Office.
7. The Maintenance Agreement as attached in Attachment C with Rick and Roxanne Ludwig is hereby approved.
8. The Mayor and City Administrator are authorized and directed to sign the deed for the conveyance identified above.
9. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

**PASSED AND APPROVED** this 19<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Mike Jones, Mayor

Attest:

\_\_\_\_\_  
Adam Strait, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. \_\_\_\_

(2024/2025) be adopted.

AYES: -  
NAYS: -

ABSENT:     —

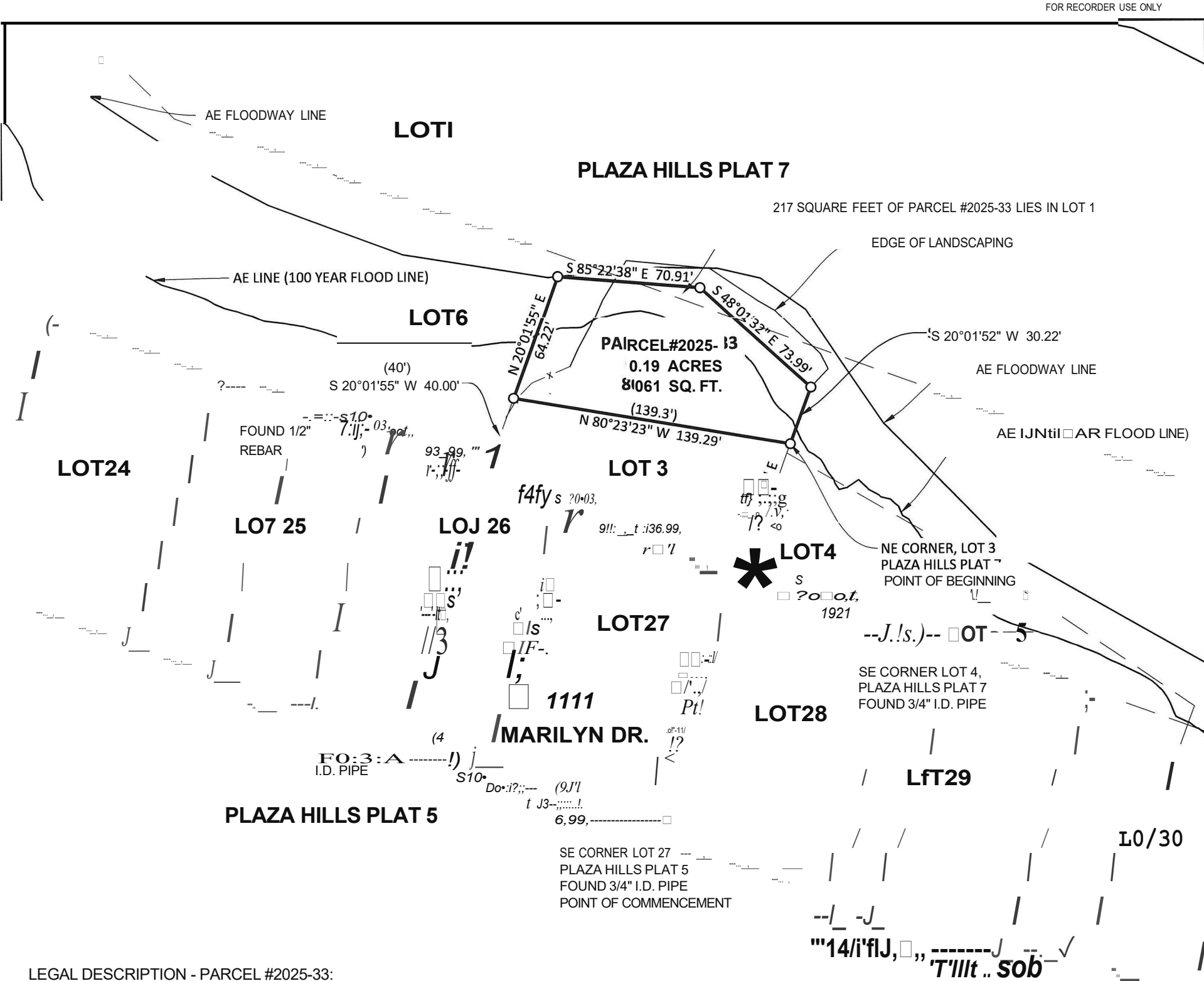
The Mayor declared Resolution No. \_\_\_\_ (2024/2025) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. \_  
(2024/2025) at the regular Council Meeting of the City of Windsor Heights, Iowa, held on the  
19<sup>th</sup> day of May, 2025.

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Adam Strait, City Clerk

| INDEX LEGEND      |                                                                                            |
|-------------------|--------------------------------------------------------------------------------------------|
| LOCATION          | PART OF LOTS 1 & 6, PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA         |
| REQUESTOR:        | CITY OF WINDSOR HEIGHTS                                                                    |
| PROPRIETOR:       | CITY OF WINDSOR HEIGHTS                                                                    |
| SURVEYOR:         | LUKE D. AHRENS, P.L.S. #24413                                                              |
| SURVEYOR COMPANY: | BOLTON & MENK, INC.                                                                        |
| RETURN TO:        | LUKE D. AHRENS, BOLTON & MENK, INC.<br>1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100 |



LEGAL DESCRIPTION - PARCEL #2025-33:

A PARCEL OF LAND LOCATED IN LOTS 1 AND 6 OF PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 27 OF PLAZA HILLS PLAT 5; THENCE N20°01'52"E, 140.11 FEET ALONG THE EASTERLY LINE OF SAID LOT 27 TO THE NORTHEAST CORNER THEREOF; THENCE CONTINUING N20°01'52"E, 65.00 FEET ALONG THE EAST LINE OF LOT 3 OF SAID PLAZA HILLS PLAT 7 TO THE NORTHEAST CORNER THEREOF AND ALSO BEING THE POINT OF BEGINNING; THENCE N80°23'23"W, 139.29 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER THEREOF; THENCE N20°01'55"E, 64.22 FEET; THENCE S85°22'38"E, 70.91 FEET; THENCE S48°01'32"E, 73.99 FEET; THENCE S20°01'52"W, 30.22 FEET TO THE POINT OF BEGINNING.

NOTES:

- THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
- THIS PLAT MEETS OR EXCEEDS IOWA CODE 355.
- BEARINGS AND DISTANCES SHOWN ARE FROM THE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
- CURRENT DEED OF RECORD FOR 7711 MARILYN DRIVE - BOOK 7550, PAGE 486.
- RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113.

LEGEND:

- FOUND MONUMENT AS NOTED
- SET 1/2"X24" REBAR PINK PLASTIC CAP #24413
- RECORDED DIMENSION
- INSIDE DIMENSION
- FENCE IN PLACE

|                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------|
| <p>PLAT OF SURVEY - PARCEL #2025-33</p> <p>PART OF LOTS 1 &amp; 6, PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA</p> <p>IM/BOLTON<br/>U.V &amp; MENK</p> <p>1519 BALTIMORE DRIVE</p> <p>AMES, IA 50010<br/>(515) 233-6100</p>                                                                                                                                                                                       |  | <p>SHEET</p> <p>1</p> <p>OF</p> <p>1</p> |
| <p>I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.</p> <p>LUKE D. AHRENS L.S.</p> <p>LICENSE NUMBER 24413</p> <p>MY LICENSE RENEWAL DATE IS 01/01/2025</p> <p>PAGES OR SHEETS COVERED BY THIS SEAL:</p> <p>THIS SHEET</p> |  | <p>DATE: 04/01/2025</p>                  |



## PURCHASE AGREEMENT

This Purchase Agreement (hereinafter "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025 (hereinafter referred to as the Effective Date) by and between the City of Windsor Heights (hereinafter referred to as the "City" or "Seller"), an Iowa municipal corporation, and Rick and Roxanne F. Ludwig, whose address is 7711 Marilyn Drive, Windsor Heights, Iowa (hereinafter "Buyer"), and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, City will sell the Property to Buyer for, and Buyer will purchase the Property from City and pay therefore, the amount of Four Thousand Four Hundred Dollars (\$4,400.00) (hereinafter "Purchase Price"). The Purchase Price has already been delivered to the City.

SECTION 2. TAXES. As the City currently owns the Property, there are no property taxes at this time. All regular property taxes due and payable after closing shall be the responsibility of the Buyer.

SECTION 3. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

A parcel of land located in Lots 1 and 6 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:

Commencing at the Southeast corner of Lot 27 of Plaza Hills Plat 5; thence N20°01'52"E, 140.11 feet along the Easterly line of said Lot 27 to the Northeast corner thereof; thence continuing N20°01'52"E, 65.00 feet along the East line of Lot 3 of said Plaza Hills Plat 7 to the Northeast corner thereof and also being the point of beginning; thence N80°23'23"W, 139.29 feet along the North line of said Lot 3 to the Northwest corner thereof; thence N20°01'55"E, 64.22 feet; thence S85°22'38"E, 70.91 feet; thence S48°01'32"E, 73.99 feet; thence S20°01'52"W, 30.22 to the point of beginning

As set forth in the attached Exhibit A, Plat of Survey.

SECTION 4. CONVEYANCE OF PROPERTY.

a) Form of Deed. City shall convey title to the Property to Buyer by Quit Claim Deed (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

b) Time and Place for Closing and Delivery of Deed. Subject to the satisfaction of all terms and conditions of this Agreement, City shall deliver the Deed and possession of the Property to Buyer on a date that is within thirty (30) days or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). The closing under this Agreement shall take place at a date and time which is mutually agreeable to both parties.

c.) Abstract of Title. There is no abstract of title for the Property.

SECTION 5. EASEMENTS. As part of this transaction, Buyer agrees to grant easements to the City as follows:

- a) Utility Easement and Creek Access Easement across part of Lot 1, Plaza Hills Plat 7, as described in the attached Exhibit B (Utility Easement and Creek Access Easement Plat).
- b) Utility Easement across part of Lot 27, Plaza Hills Plat 5, as described in the attached Exhibit C (Utility Easement Plat).
- c) Utility Easement across part of Lot 3, Plaza Hills Plat 7, as described in the attached Exhibit D (Utility Easement Plat).
- d) Easements shall be signed and recorded as part of the closing of this transaction.
- e) City agrees to restore the easement areas back to their pre-existing condition.

SECTION 6. REMEDIES. If Buyer should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then City may terminate this Agreement and upon such termination, the Property will revert back to the ownership of the City. The Buyer agrees to sign any and all documentation necessary to revert title of the Property to the City.

SECTION 7. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, delivered personally at the addresses stated in preamble to this Agreement.

SECTION 8. LIMITATION ON WARRANTIES. City makes no warranties with regard to the condition of the Property, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property of fitness of the property for any particular purpose, unless otherwise provided herein. Buyer expressly acknowledges and agrees that City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property of any kind. Buyer takes title the Property "AS IS."

SECTION 9. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Windsor Heights Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

SECTION 10. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the Deed required by Section 4(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the Deed.

SECTION 11. INDEMNIFICATION. Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Buyer has caused this Agreement to be duly executed in its name, on or as of the day first above written.

(SEAL)

**CITY OF WINDSOR HEIGHTS IOWA**

By: \_\_\_\_\_  
Mike Jones, Mayor

ATTEST:

\_\_\_\_\_  
Adam Strait, City Clerk

**BUYER:**

By:

---

Rick Ludwig

By:

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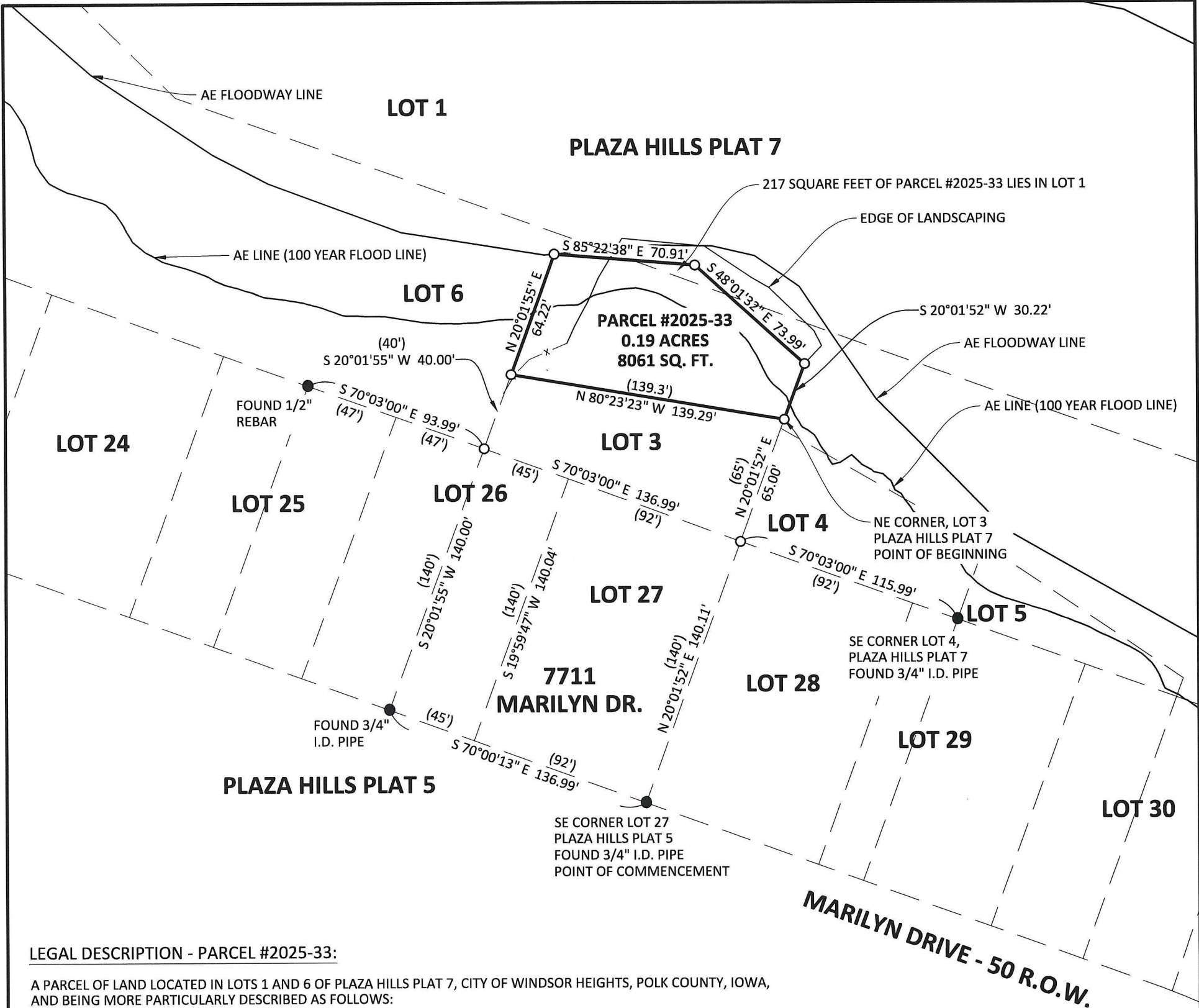
Roxanne Ludwig

EXHIBIT A

[insert Plat of Survey]

| INDEX LEGEND      |                                                                                            |
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| PROPRIETOR:       | CITY OF WINDSOR HEIGHTS                                                                    |
| SURVEYOR:         | LUKE D. AHRENS, P.L.S. #24413                                                              |
| SURVEYOR COMPANY: | BOLTON & MENK, INC.                                                                        |
| RETURN TO:        | LUKE D. AHRENS, BOLTON & MENK, INC.<br>1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100 |

FOR RECORDER USE ONLY



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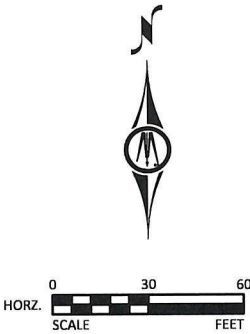
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- FOUND MONUMENT AS NOTED
- SET 1/2"x24" REBAR PINK PLASTIC CAP #24413
- (R) RECORDED DIMENSION
- I.D. INSIDE DIMENSION
- x — x — FENCE IN PLACE



LUKE D. AHRENS L.S.  
LICENSE NUMBER 24413 DATE: 2025-04-30  
MY LICENSE RENEWAL DATE IS 12/31/2025  
PAGES OR SHEETS COVERED BY THIS SEAL:  
THIS SHEET

PLAT OF SURVEY - PARCEL #2025-33

PART OF LOTS 1 & 6, PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA

**BOLTON & MENK**

1519 BALTIMORE DRIVE  
AMES, IA 50010  
(515) 233-6100

SHEET

1

OF

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H:\WINDSORHILLS\1A\13113231\2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\FIGR - 113231 - PLAT 7\11.DWG 4/30/2025 8:49 AM

JOB NUMBER: A13.113231

EXHIBIT B

[INSERT Utility Easement and Creek Access Easement Plat]

**WHEN RECORDED RETURN TO:**

Erin M. Clanton  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**PUBLIC UTILITY & CREEK ACCESS EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Rick and Roxanne F. Ludwig, of the City of Windsor Heights, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Windsor Heights, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Windsor Heights, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Attached Utility & Creek Access Easement Plat

That the above described easement is granted unto the City of Windsor Heights, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Public Utility & Creek Access**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.



3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

**IN WITNESS WHEREOF**, we have hereunto affixed our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Rick Ludwig

By: \_\_\_\_\_  
Roxanne Ludwig

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said county, personally appeared Rick Ludwig and Roxanne Ludwig, to me personally known, who being by me duly (sworn or affirmed) did acknowledge the execution of said instrument to be their voluntary act and deed, by it and by them voluntarily executed.

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

**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

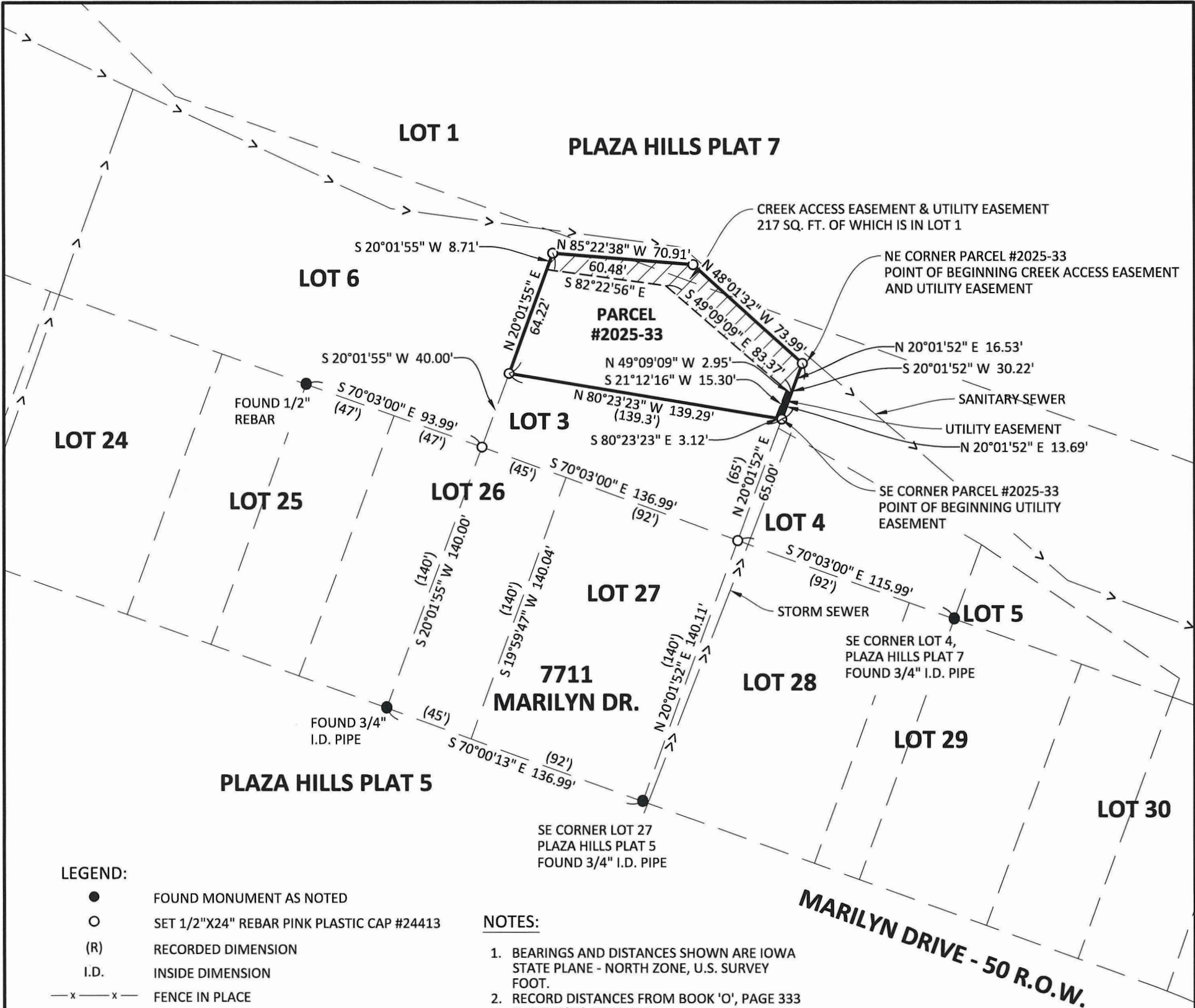
I, Adam Strait, City Clerk of the City of Windsor Heights City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Adam Strait,  
City Clerk of the City of Windsor Heights, Iowa

| INDEX LEGEND      |                                                                                                       |
|-------------------|-------------------------------------------------------------------------------------------------------|
| LOCATION          | PART OF PARCEL #2025-33 OF LOTS 1 & 6, PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA |
| REQUESTOR:        | CITY OF WINDSOR HEIGHTS                                                                               |
| PROPRIETOR:       | CITY OF WINDSOR HEIGHTS                                                                               |
| SURVEYOR:         | LUKE D. AHRENS, P.L.S. #24413                                                                         |
| SURVEYOR COMPANY: | BOLTON & MENK, INC.                                                                                   |
| RETURN TO:        | LUKE D. AHRENS, BOLTON & MENK, INC.<br>1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100            |

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - CREEK ACCESS EASEMENT & UTILITY EASEMENT:

A TRACT OF LAND LOCATED IN PARCEL #2025-33 OF LOTS 1 & 6 OF PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL #2025-33; THENCE N48°01'32"W, 73.99 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL #2025-33; THENCE N85°22'38"W, 70.91 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL #2025-33 TO THE NORTHWESTERLY CORNER THEREOF; THENCE S20°01'55"W, 8.71 FEET ALONG THE WESTERLY LINE OF SAID PARCEL #2025-33; THENCE S82°22'56"E, 60.48 FEET; THENCE S49°09'09"E, 83.37 FEET TO THE POINT OF BEGINNING.

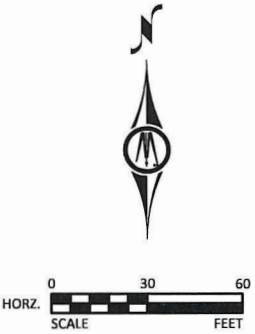
SAID EASEMENT CONTAINS 1,939 SQUARE FEET MORE OR LESS.

LEGAL DESCRIPTION - UTILITY EASEMENT:

A TRACT OF LAND LOCATED IN PARCEL #2025-33 OF LOTS 1 & 6 OF PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL #2025-33; THENCE N20°01'52"E, 13.69 FEET ALONG THE EASTERLY LINE THEREOF; THENCE N49°09'09"W, 2.95 FEET; THENCE S21°12'16"W, 15.30 FEET TO THE SOUTHERLY LINE OF SAID PARCEL #2025-33; THENCE S80°23'23"E, 3.12 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 43 SQUARE FEET MORE OR LESS.



UTILITY EASEMENT & CREEK ACCESS EASEMENT PLAT

PART OF PARCEL #2025-33 OF LOTS 1 & 6, PLAZA HILLS PLAT 7, WINDSOR HEIGHTS, POLK COUNTY, IA

© Bolton & Menk, Inc. 2025. All Rights Reserved.



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

LUKE D. AHRENS L.S.  
LICENSE NUMBER 24413 DATE: 2025-04-30  
MY LICENSE RENEWAL DATE IS 12/31/2025  
PAGES OR SHEETS COVERED BY THIS SEAL:  
THIS SHEET



**BOLTON & MENK**

1519 BALTIMORE DRIVE  
AMES, IA 50010  
(515) 233-6100

SHEET  
1  
OF  
1

EXHIBIT C

[INSERT Utility Easement across part of Lot 27, Plaza Hills Plat 5]

**WHEN RECORDED RETURN TO:**

Erin M. Clanton  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**PUBLIC UTILITY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Rick and Roxanne F. Ludwig, of the City of Windsor Heights, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Windsor Heights, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Windsor Heights, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Attached Utility Easement Plat

That the above described easement is granted unto the City of Windsor Heights, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Public Utility**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area if constructed or planted after execution of this Easement.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall replace any trees or shrubs planted prior to execution of this Easement with typical nursery sized equivalent plantings. The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area except for replacement of any existing fence and landscaping block disturbed due to City access.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Run with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

**IN WITNESS WHEREOF**, we have hereunto affixed our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Rick Ludwig

By: \_\_\_\_\_  
Roxanne Ludwig

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said county, personally appeared Rick Ludwig and Roxanne Ludwig, to me personally known, who being by me duly (sworn or affirmed) did acknowledge the execution of said instrument to be their voluntary act and deed, by it and by them voluntarily executed.

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



**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

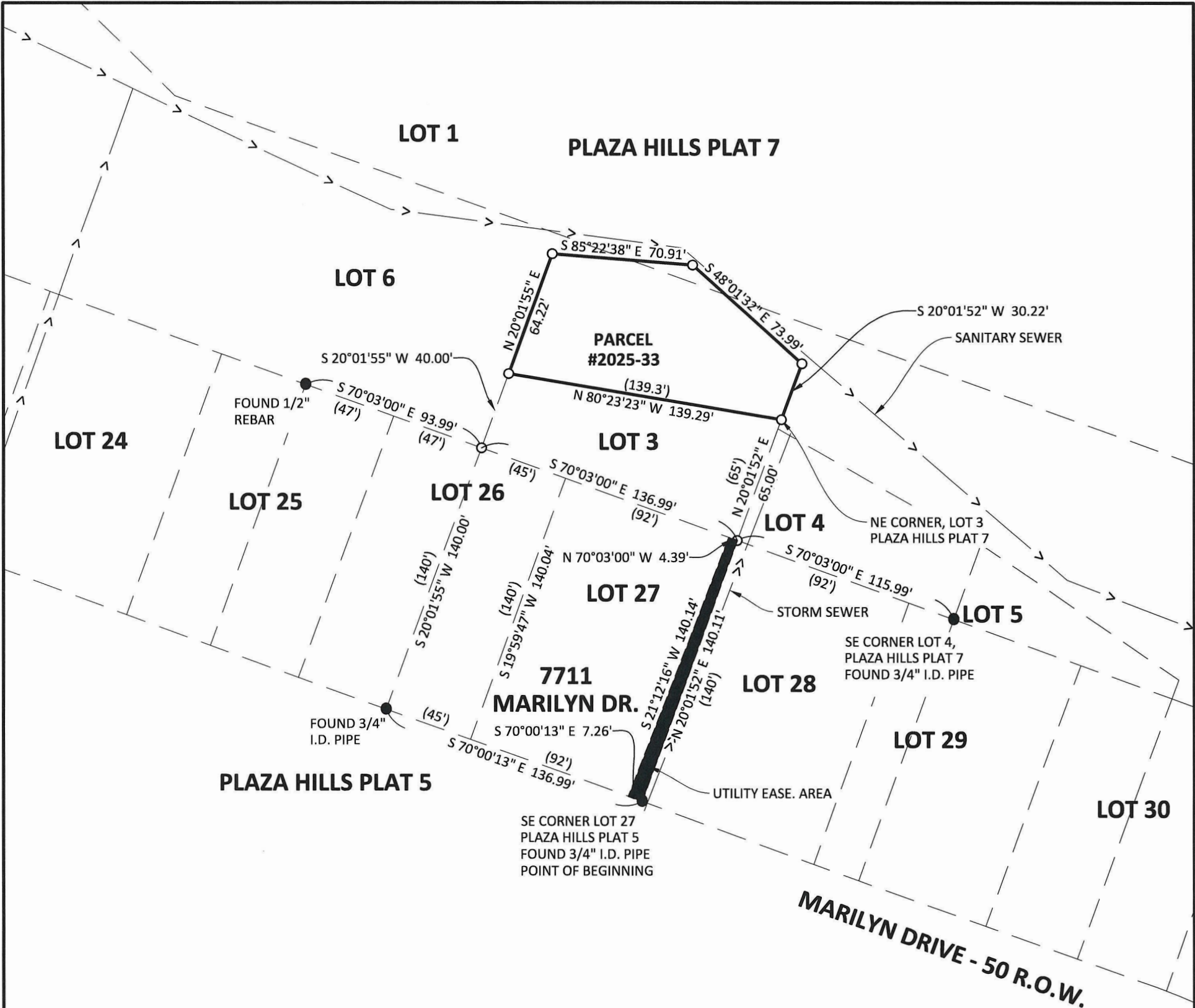
I, Adam Strait, City Clerk of the City of Windsor Heights City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Adam Strait,  
City Clerk of the City of Windsor Heights, Iowa

| INDEX LEGEND      |                                                                                            |
|-------------------|--------------------------------------------------------------------------------------------|
| LOCATION          | PART OF LOT 27 OF PLAZA HILLS PLAT 5, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA           |
| REQUESTOR:        | CITY OF WINDSOR HEIGHTS                                                                    |
| PROPRIETOR:       | RICK & ROXANNE F. LUDWIG                                                                   |
| SURVEYOR:         | LUKE D. AHRENS, P.L.S. #24413                                                              |
| SURVEYOR COMPANY: | BOLTON & MENK, INC.                                                                        |
| RETURN TO:        | LUKE D. AHRENS, BOLTON & MENK, INC.<br>1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100 |

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - UTILITY EASEMENT:

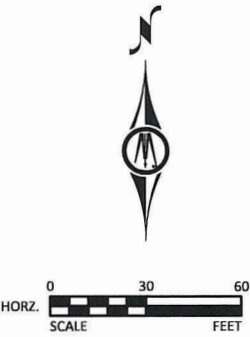
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BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 27; THENCE N20°01'52"E, 140.11 FEET ALONG THE EASTERLY LINE OF SAID LOT 27 TO THE NORTHEASTERLY CORNER THEREOF; THENCE N70°03'00"W, 4.39 FEET ALONG THE NORTHERLY LINE THEREOF; THENCE S21°12'16"W, 140.14 FEET TO THE SOUTHERLY LINE THEREOF; THENCE S70°00'13"E, 7.26 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 816 SQUARE FEET MORE OR LESS.

- LEGEND:
- FOUND MONUMENT AS NOTED
  - SET 1/2"X24" REBAR PINK PLASTIC CAP #24413
  - (R) RECORDED DIMENSION
  - I.D. INSIDE DIMENSION
  - x — x — FENCE IN PLACE

- NOTES:
- BEARINGS AND DISTANCES SHOWN ARE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
  - RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113.



LUKE D. AHRENS L.S.  
 LICENSE NUMBER 24413 DATE: 12/31/2025  
 MY LICENSE RENEWAL DATE IS 12/31/2025  
 PAGES OR SHEETS COVERED BY THIS SEAL:  
 THIS SHEET

**UTILITY EASEMENT PLAT**

PART OF LOT 27 OF PLAZA HILLS PLAT 5, WINDSOR HEIGHTS, POLK COUNTY, IA

**BOLTON & MENK**

1519 BALTIMORE DRIVE  
 AMES, IA 50010  
 (515) 233-6100

SHEET 1 OF 1

EXHIBIT D

[INSERT Utility Easement across part of Lot 3, Plaza Hills Plat 7]

**WHEN RECORDED RETURN TO:**

Erin M. Clanton  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**PUBLIC UTILITY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

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See Attached Utility Easement Plat

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**IN WITNESS WHEREOF**, we have hereunto affixed our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Rick Ludwig

By: \_\_\_\_\_  
Roxanne Ludwig

STATE OF IOWA                    )  
                                              ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said county, personally appeared Rick Ludwig and Roxanne Ludwig, to me personally known, who being by me duly (sworn or affirmed) did acknowledge the execution of said instrument to be their voluntary act and deed, by it and by them voluntarily executed.

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

**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

I, Adam Strait, City Clerk of the City of Windsor Heights City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2025, and this certificate is made pursuant to authority contained in said Resolution.

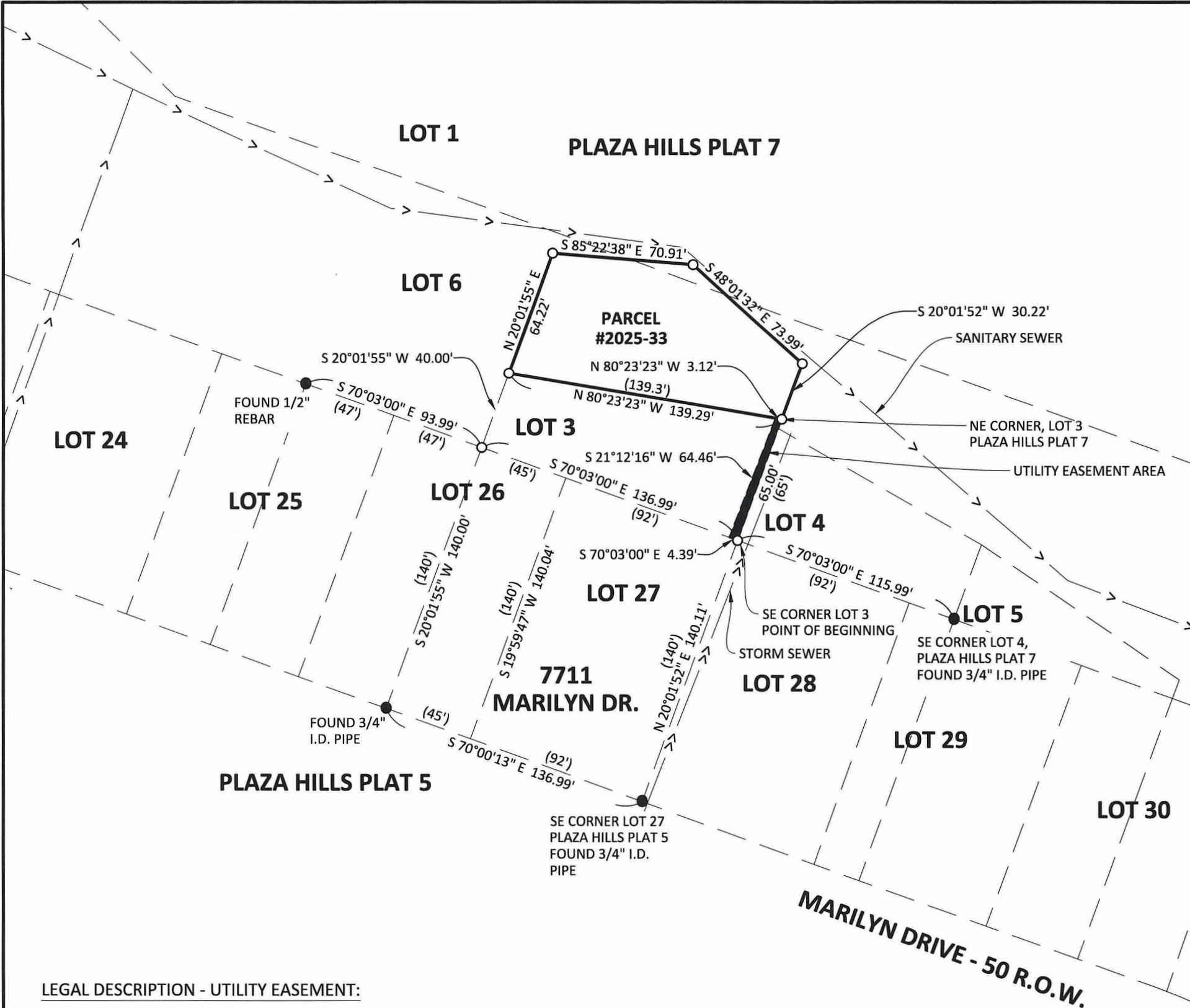
Signed this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Adam Strait,  
City Clerk of the City of Windsor Heights, Iowa



| INDEX LEGEND      |                                                                                            |
|-------------------|--------------------------------------------------------------------------------------------|
| LOCATION          | PART OF LOT 3, PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA              |
| REQUESTOR:        | CITY OF WINDSOR HEIGHTS                                                                    |
| PROPRIETOR:       | RICK & ROXANNE F. LUDWIG                                                                   |
| SURVEYOR:         | LUKE D. AHRENS, P.L.S. #24413                                                              |
| SURVEYOR COMPANY: | BOLTON & MENK, INC.                                                                        |
| RETURN TO:        | LUKE D. AHRENS, BOLTON & MENK, INC.<br>1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100 |

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - UTILITY EASEMENT:

A TRACT OF LAND LOCATED IN LOT 3 OF PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 3; THENCE N20°01'52"E, 65.00 FEET ALONG THE EASTERLY LINE THEREOF TO THE NORTHEASTERLY CORNER OF SAID LOT 3; THENCE N80°23'23"W, 3.12 FEET ALONG THE NORTHERLY LINE THEREOF; THENCE S21°12'16"W, 64.46 FEET TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE S70°03'00"E, 4.39 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

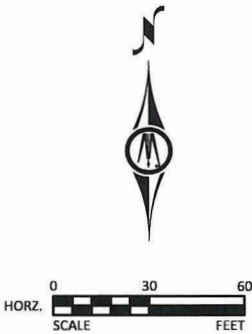
SAID EASEMENT CONTAINS 242 SQUARE FEET MORE OR LESS.

LEGEND:

- FOUND MONUMENT AS NOTED
- SET 1/2"X24" REBAR PINK PLASTIC CAP #24413
- (R) RECORDED DIMENSION
- I.D. INSIDE DIMENSION
- x — x — FENCE IN PLACE

NOTES:

- BEARINGS AND DISTANCES SHOWN ARE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
- RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113.



LUKE D. AHRENS  
24413

PROFESSIONAL LAND SURVEYOR  
IOWA

I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

UTILITY EASEMENT PLAT

PART OF LOT 3, PLAZA HILLS PLAT 7, WINDSOR HEIGHTS, POLK COUNTY, IA

BOLTON & MENK

1519 BALTIMORE DRIVE  
AMES, IA 50010  
(515) 233-6100

SHEET

1 OF 1

H:\WINDSORH\_CI\_IA\13113231\ 2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\FGR - 113231 - EASE 7711 LOT 3.DWG 4/30/2025 10:40 AM

Page 34 of 384



## MAINTENANCE AGREEMENT

**THIS MAINTENANCE AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025 (hereinafter referred to as the Effective Date) by and between the City of Windsor Heights (hereinafter referred to as the “City”), an Iowa municipal corporation, and Rick and Roxanne F. Ludwig (hereinafter referred to as “Property Owners”), owner of real property located at 7711 Marilyn Drive, Windsor Heights, Iowa (hereinafter referred to as “Property”). Collectively the City and Property Owner shall be referred to as the “Parties.”

**WHEREAS**, Property Owner is the record owner of the real property situated in the City of Windsor Heights, commonly known as 7711 Marilyn Drive, and legally described as follows:

Lot 27 and the East 45 feet of Lot 26 in PLAZA HILLS, Plat #5, an Official Plat, in Polk County, Iowa; and Lot 3 in PLAZA HILLS PLAT #7, an Official Plat, now included in and forming a part of the City of Windsor Heights, Iowa

**WHEREAS**, the City owns property abutting the Property Owner’s Property, as shown on the Survey attached hereto as Exhibit A; and

**WHEREAS**, it was discovered that Property Owner has constructed retaining walls, a deck and landscaping which encroaches upon the City’s property;

**WHEREAS**, the Parties have agreed that, in lieu of the City requiring the Property Owner to immediately remove the structures from its property, the City would allow the structures to remain subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings of the Parties as hereinafter recited and for other good and valuable consideration, the Parties agree as follows:

### RECITALS

1. Allowed Encroachment. The Property Owner is hereby allowed to keep the currently-existing retaining walls, deck and landscaping (the “Encroachment”) located on the City’s property. City, its representatives, permittees and franchisees shall have the right to enter upon all or any part of the Encroachment Area at any time for any lawful purpose(s).

2. No Other Encroachment Allowed. Except for the Encroachment set forth in Section 1 above, Property Owner shall not create, erect, or construct any other encroachment on, above, or below the surface of the ground on City’s property, or cause or permit any of these to be done by others, without the express prior written consent of the City.

3. Maintenance. Property Owner shall be responsible for maintaining the Encroachment in a safe and nuisance-free condition at all times, and shall assume and be responsible for all risks, costs, and expenses in any way connected to or arising out of the Encroachment. In the event any part of the currently-existing Encroachment is reconstructed or rebuilt by 50% or more, it shall not be reconstructed or rebuilt upon City property.

4. Removal. The City reserves the right to require the removal of the allowed Encroachment or to remove or cause the Encroachment to be removed if the City determines at any time that removal is in the best interest of the public, including but not limited to, at any time the City determines the Encroachment is not properly maintained, creates a public nuisance or safety hazard, or that the Encroachment impedes the City's general use and maintenance of its property, or the Encroachment impedes the installation, restoration, or maintenance of any public improvement or infrastructure.

5. Non-relinquishment of City Interest. Property Owner agrees that the allowance of the Encroachment shall not in any way waive, relinquish, or diminish the City's rights in and to the Encroachment Area.

6. Hold Harmless. The Property Owner shall indemnify, save and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, fees (including reasonable attorneys' fees) and expenses direct, indirect, or consequential arising out of or resulting from breach of this Agreement or as a result of the use, maintenance, existence, or removal of the Encroachment located on the City's property.

7. Recording. This Agreement shall be recorded among the land records of Polk County, Iowa. The provisions of this Agreement shall run with Property Owner's land and shall be binding on Property Owner and their assigns or successors in interest. No conveyance of Property Owner's property or any part thereof shall relieve Property Owner or their assigns or successors of their liability for full performance of this Agreement unless the City expressly releases the Property Owner in writing.

8. Amendments. Any amendments to this Agreement shall be made in writing. No agreement other than those outlined herein has been entered into by the Parties.

9. Applicable Law. This Agreement shall be governed by the laws of the State of Iowa.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and the year first written above.

PROPERTY OWNER:

\_\_\_\_\_  
Rick Ludwig

\_\_\_\_\_  
Roxanne Ludwig

CITY

---

Adam Plagge, City Administrator

---

Mike Jones, Mayor

## Exhibit A

[INSERT SURVEY]

## **RESOLUTION 2025-40**

### **A RESOLUTION TO DISPOSE OF REAL PROPERTY**

**WHEREAS**, The City Council of Windsor Heights, Iowa currently owns property, legally described as:

A parcel of land located in Lot 6 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:

Commencing at the Southeast corner of Lot 2 of Plaza Hills Plat 7; thence S70°01'05"E, 94.49 feet to the Northeasterly corner of Lot 22 of Plaza Hills Plat 5; thence continuing S70°01'05"E, 92.05 feet along the Northerly line of Lot 23 of said Plaza Hills Plat 5 to the Northeasterly corner thereof and also being the point of beginning; thence N20°00'22"E, 32.97 feet; thence S70°01'05"E, 137.09 feet; thence S20°02'06"W, 32.97 feet to the North line of said Plaza Hills Plat 5; thence N70°01'05"W, 137.07 feet along said North line to the point of beginning

As set forth in the attached Attachment A, Plat of Survey.

(The "Property").

**WHEREAS**, the adjoining property owners, Zane and Suzanne Muntz, have been using the Property as an extension of their adjoining land, and the City believes it to be in the best interest of the City to dispose of the Property to Zane and Suzanne Muntz.

**WHEREAS**, The City has determined that it has no use for the Property, that the maintenance at public expenses is not warranted, that the disposal will have no significant impact on public access, and the City will not be inconvenienced by the vacation and conveyance of said Property.

**WHEREAS**, upon vacation, the City would retain all existing easement rights for utilities and ingress-egress to the same, and acquire those easements as set forth in the Purchase Agreement.

**WHEREAS**, on May 5, 2025 the City declared its intent to vacate and convey all right, title and interest of the City of Windsor Heights, Iowa, in and to the Property and scheduled a public hearing to discuss the same.

**WHEREAS**, the notice of intention to vacate and convey the Property was given by publication of a Public Notice prior to the meeting of the City Council to be held on May 19, 2025, and the notice was duly published in the newspaper as required by law.

**WHEREAS**, a public hearing on the proposed disposal and conveyance was held on May 19, 2025.

**WHEREAS**, the City Council found and determined that the proposed disposal would serve the public interest.

**NOW, THEREFORE,** be it resolved by the City Council of Windsor Heights, Iowa:

1. The City of Windsor Heights, Iowa, hereby vacates and conveys all rights, title, and interest in and to the Property.
2. The Purchase Agreement as attached in Attachment B with Zane and Suzanne Muntz is hereby approved.
3. The Mayor is authorized and directed to sign the deed for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.
4. The Easements set forth in Attachment B are hereby approved and accepted.
5. The City Clerk is authorized and directed to forward the original of the quit claim deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Polk County Recorder's Office for the purpose of causing these documents to be recorded.
6. The City Clerk is authorized and directed to record the Easement with the Polk County Recorder's Office.
7. The Maintenance Agreement as attached in Attachment C with Zane and Suzanne Muntz is hereby approved.
8. The Mayor and City Administrator are authorized and directed to sign the deed for the conveyance identified above.
9. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

**PASSED AND APPROVED** this 19<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Mike Jones, Mayor

Attest:

\_\_\_\_\_  
Adam Strait, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. \_\_\_\_

(2024/2025) be adopted.

AYES:       —  
NAYS:       —  
ABSENT:     —

The Mayor declared Resolution No. \_\_\_\_ (2024/2025) adopted.

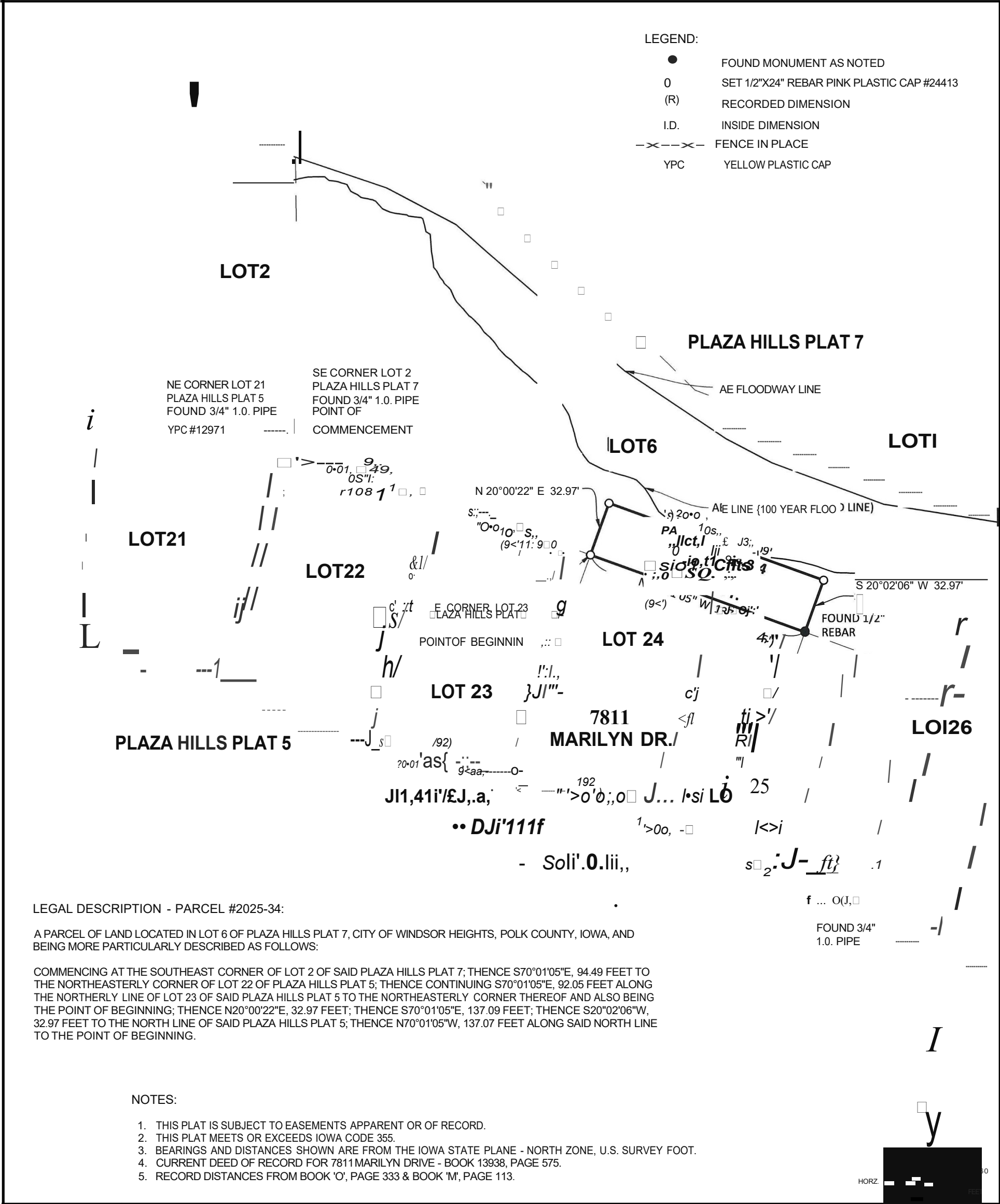
I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. \_  
(2024/2025) at the regular Council Meeting of the City of Windsor Heights, Iowa, held on the  
19<sup>th</sup> day of May, 2025.

---

Adam Strait, City Clerk

| INDEX LEGEND      |                                                                                            |
|-------------------|--------------------------------------------------------------------------------------------|
| LOCATION          | PART OF LOT 6, PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA              |
| REQUESTOR:        | CITY OF WINDSOR HEIGHTS                                                                    |
| PROPRIETOR:       | CITY OF WINDSOR HEIGHTS                                                                    |
| SURVEYOR:         | LUKE D. AHRENS, P.L.S. #24413                                                              |
| SURVEYOR COMPANY: | BOLTON & MENK, INC.                                                                        |
| RETURN TO:        | LUKE D. AHRENS, BOLTON & MENK, INC.<br>1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100 |

FOR RECORDER USE ONLY



PLAT QF SLJRVEV - PARCEL #2Q25-34

PART OF LOT 6 PLAZA HILLS PLAT 7 CITY OF WINDSOR HEIGHTS POLK COUNTY IOWA

1519 BALTIMORE DRIVE  
AMES, IA 50010  
(515) 233-6100

SHEET  
1  
OF  
1



## PURCHASE AGREEMENT

This Purchase Agreement (hereinafter "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025 (hereinafter referred to as the Effective Date) by and between the City of Windsor Heights (hereinafter referred to as the "City" or "Seller"), an Iowa municipal corporation, and Zane and Suzanne Muntz, whose address is 7811 Marilyn Drive, Windsor Heights, Iowa (hereinafter "Buyer"), and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, City will sell the Property to Buyer for, and Buyer will purchase the Property from City and pay therefore, the amount of Four Thousand Four Hundred Dollars (\$4,400.00) (hereinafter "Purchase Price"). The Purchase Price has already been delivered to the City.

SECTION 2. TAXES. As the City currently owns the Property, there are no property taxes at this time. All regular property taxes due and payable after closing shall be the responsibility of the Buyer.

SECTION 3. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

A parcel of land located in Lot 6 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:

Commencing at the Southeast corner of Lot 2 of Plaza Hills Plat 7; thence S70°01'05"E, 94.49 feet to the Northeasterly corner of Lot 22 of Plaza Hills Plat 5; thence continuing S70°01'05"E, 92.05 feet along the Northerly line of Lot 23 of said Plaza Hills Plat 5 to the Northeasterly corner thereof and also being the point of beginning; thence N20°00'22"E, 32.97 feet; thence S70°01'05"E, 137.09 feet; thence S20°02'06"W, 32.97 feet to the North line of said Plaza Hills Plat 5; thence N70°01'05"W, 137.07 feet along said North line to the point of beginning

As set forth in the attached Exhibit A, Plat of Survey.

SECTION 4. CONVEYANCE OF PROPERTY.

a) Form of Deed. City shall convey title to the Property to Buyer by Quit Claim Deed (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

b) Time and Place for Closing and Delivery of Deed. Subject to the satisfaction of all terms and conditions of this Agreement, City shall deliver the Deed and possession of the Property to Buyer on a date that is within thirty (30) days or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). The closing under this Agreement shall take place at a date and time which is mutually agreeable to both parties.

c.) Abstract of Title. There is no abstract of title for the Property.

SECTION 5. EASEMENTS. As part of this transaction, Buyer agrees to grant an easement to the City as follows:

- a) Utility Easement and Creek Access Easement across land in Parcel #2025-34 and part of Lot 6, Plaza Hills Plat 7, as described in the attached Exhibit B (Utility Easement and Creek Access Easement Plat).
- b) Easement shall be signed and recorded as part of the closing of this transaction.

SECTION 6. REMEDIES. If Buyer should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then City may terminate this Agreement and upon such termination, the Property will revert back to the ownership of the City. The Buyer agrees to sign any and all documentation necessary to revert title of the Property to the City.

SECTION 7. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, delivered personally at the addresses stated in preamble to this Agreement.

SECTION 8. LIMITATION ON WARRANTIES. City makes no warranties with regard to the condition of the Property, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property of fitness of the property for any particular purpose, unless otherwise provided herein. Buyer expressly acknowledges and agrees that City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property of any kind. Buyer takes title the Property "AS IS."

SECTION 9. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Windsor Heights Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

SECTION 10. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the Deed required by Section 4(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the Deed.

SECTION 11. INDEMNIFICATION. Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Buyer has caused this Agreement to be duly executed in its name, on or as of the day first above written.

(SEAL)

**CITY OF WINDSOR HEIGHTS IOWA**

By: \_\_\_\_\_  
Mike Jones, Mayor

ATTEST:

\_\_\_\_\_  
Adam Strait, City Clerk

**BUYER:**

By:

---

Zane Muntz

By:

---

Suzanne Muntz

EXHIBIT A

[insert Plat of Survey]



EXHIBIT B

[INSERT Utility Easement and Creek Access Easement Plat]

**WHEN RECORDED RETURN TO:**

Erin M. Clanton  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**PUBLIC UTILITY & CREEK ACCESS EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Zane and Suzanne Muntz, of the City of Windsor Heights, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Windsor Heights, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Windsor Heights, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Attached Utility & Creek Access Easement Plat

That the above described easement is granted unto the City of Windsor Heights, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Public Utility & Creek Access**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.



3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

**IN WITNESS WHEREOF**, we have hereunto affixed our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Zane Muntz

By: \_\_\_\_\_  
Suzanne Muntz

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said county, personally appeared Zane Muntz and Suzanne Muntz, to me personally known, who being by me duly (sworn or affirmed) did acknowledge the execution of said instrument to be their voluntary act and deed, by it and by them voluntarily executed.

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

**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

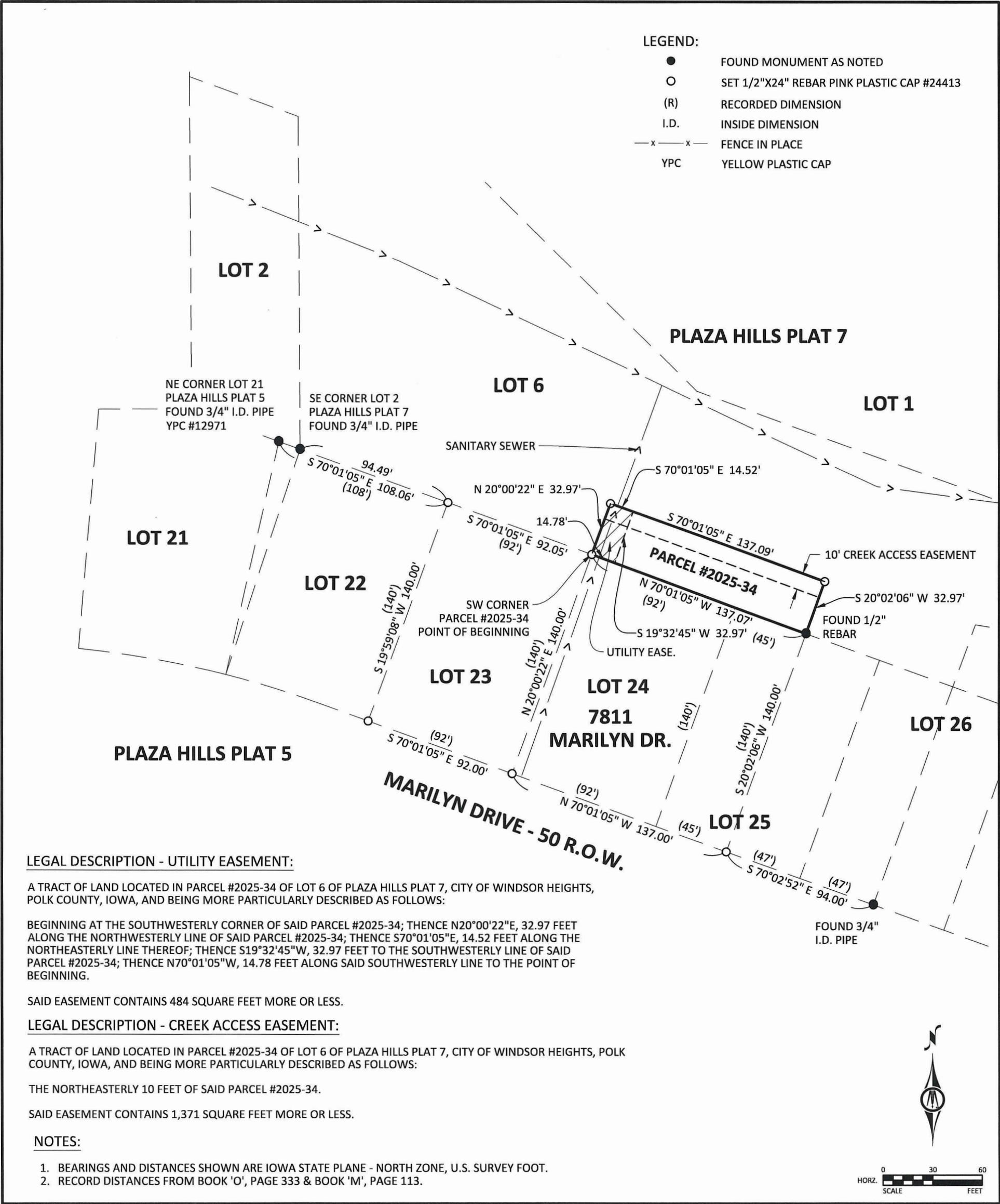
I, Adam Strait, City Clerk of the City of Windsor Heights City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Adam Strait,  
City Clerk of the City of Windsor Heights, Iowa

| INDEX LEGEND      |                                                                                                  |
|-------------------|--------------------------------------------------------------------------------------------------|
| LOCATION          | PART OF PARCEL #2025-34 OF LOT 6, PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA |
| REQUESTOR:        | CITY OF WINDSOR HEIGHTS                                                                          |
| PROPRIETOR:       | CITY OF WINDSOR HEIGHTS                                                                          |
| SURVEYOR:         | LUKE D. AHRENS, P.L.S. #24413                                                                    |
| SURVEYOR COMPANY: | BOLTON & MENK, INC.                                                                              |
| RETURN TO:        | LUKE D. AHRENS, BOLTON & MENK, INC.<br>1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100       |

FOR RECORDER USE ONLY



LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 12/31/2025

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

UTILITY EASEMENT & CREEK ACCESS EASEMENT PLAT

PART OF PARCEL #2025-34 OF LOT 6, PLAZA HILLS PLAT 7, WINDSOR HEIGHTS, POLK COUNTY, IA

**BOLTON & MENK**

1519 BALTIMORE DRIVE  
AMES, IA 50010  
(515) 233-6100

SHEET

1

OF

1

## MAINTENANCE AGREEMENT

**THIS MAINTENANCE AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025 (hereinafter referred to as the Effective Date) by and between the City of Windsor Heights (hereinafter referred to as the “City”), an Iowa municipal corporation, and Zane and Suzanne Muntz (hereinafter referred to as “Property Owners”), owner of real property located at 7811 Marilyn Drive, Windsor Heights, Iowa (hereinafter referred to as “Property”). Collectively the City and Property Owner shall be referred to as the “Parties.”

**WHEREAS**, Property Owner is the record owner of the real property situated in the City of Windsor Heights, commonly known as 7811 Marilyn Drive, and legally described as follows:

Lot 25, except the East 47 feet thereof, and all of Lot 24 in PLAZA HILLS Plat 5, an Official Plat, now included in and forming a part of the City of Windsor Heights, Iowa

**WHEREAS**, the City owns property abutting the Property Owner’s Property, as shown on the Survey attached hereto as Exhibit A; and

**WHEREAS**, it was discovered that Property Owner has constructed a tree house which encroaches upon the City’s property;

**WHEREAS**, the Parties have agreed that, in lieu of the City requiring the Property Owner to immediately remove the structure from its property, the City would allow the structure to remain subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings of the Parties as hereinafter recited and for other good and valuable consideration, the Parties agree as follows:

### RECITALS

1. Allowed Encroachment. The Property Owner is hereby allowed to keep the currently-existing tree house (the “Encroachment”) located on the City’s property. City, its representatives, permittees and franchisees shall have the right to enter upon all or any part of the Encroachment Area at any time for any lawful purpose(s).

2. No Other Encroachment Allowed. Except for the Encroachment set forth in Section 1 above, Property Owner shall not create, erect, or construct any other encroachment on, above, or below the surface of the ground on City’s property, or cause or permit any of these to be done by others, without the express prior written consent of the City.

3. Maintenance. Property Owner shall be responsible for maintaining the Encroachment in a safe and nuisance-free condition at all times, and shall assume and be responsible for all risks, costs, and expenses in any way connected to or arising out of the Encroachment. In the event the currently-existing Encroachment is reconstructed or rebuilt by 50% or more, it shall not be reconstructed or rebuilt upon City property.

4. Removal. The City reserves the right to require the removal of the allowed Encroachment or to remove or cause the Encroachment to be removed if the City determines at any time that removal is in the best interest of the public, including but not limited to, at any time the City determines the Encroachment is not properly maintained, creates a public nuisance or safety hazard, or that the Encroachment impedes the City's general use and maintenance of its property, or the Encroachment impedes the installation, restoration, or maintenance of any public improvement or infrastructure.

5. Non-relinquishment of City Interest. Property Owner agrees that the allowance of the Encroachment shall not in any way waive, relinquish, or diminish the City's rights in and to the Encroachment Area.

6. Hold Harmless. The Property Owner shall indemnify, save and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, fees (including reasonable attorneys' fees) and expenses direct, indirect, or consequential arising out of or resulting from breach of this Agreement or as a result of the use, maintenance, existence, or removal of the Encroachment located on the City's property.

7. Recording. This Agreement shall be recorded among the land records of Polk County, Iowa. The provisions of this Agreement shall run with Property Owner's land and shall be binding on Property Owner and their assigns or successors in interest. No conveyance of Property Owner's property or any part thereof shall relieve Property Owner or their assigns or successors of their liability for full performance of this Agreement unless the City expressly releases the Property Owner in writing.

8. Amendments. Any amendments to this Agreement shall be made in writing. No agreement other than those outlined herein has been entered into by the Parties.

9. Applicable Law. This Agreement shall be governed by the laws of the State of Iowa.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and the year first written above.

PROPERTY OWNER:

---

Zane Muntz

---

Suzanne Muntz

CITY

---

Adam Plagge, City Administrator

---

Mike Jones, Mayor

## Exhibit A

[INSERT SURVEY]



## **RESOLUTION 2025-41**

### **A RESOLUTION TO DISPOSE OF REAL PROPERTY**

**WHEREAS**, The City Council of Windsor Heights, Iowa currently owns property, legally described as:

A parcel of land located in Lot 1 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:

Commencing at the Southeast corner of Lot 2 of Plaza Hills Plat 7; thence S70°01'05"E, 94.49 feet to the Northeasterly corner of Lot 22 of Plaza Hills Plat 5 and also being the point of beginning; thence N19°59'08"E, 93.15 feet ; thence S54°12'16"E, 38.00 feet; thence S26°06'45"E, 45.34 feet; thence S70°01'05"E, 22.84 feet; thence S20°00'22"W, 51.35 feet to the Northeast corner of said Lot 23 of Plaza Hills Plat 5; thence N70°01'22"W, 92.05 feet along the Northerly line of said Lot 23 to the point of beginning

As set forth in the attached Exhibit A, Plat of Survey.

(The "Property").

**WHEREAS**, the adjoining property owners, Michael and Barbara Grossman, have been using the Property as an extension of their adjoining land, and the City believes it to be in the best interest of the City to dispose of the Property to Michael and Barbara Grossman.

**WHEREAS**, The City has determined that it has no use for the Property, that the maintenance at public expenses is not warranted, that the disposal will have no significant impact on public access, and the City will not be inconvenienced by the vacation and conveyance of said Property.

**WHEREAS**, upon vacation, the City would retain all existing easement rights for utilities and ingress-egress to the same, and acquire those easements as set forth in the Purchase Agreement.

**WHEREAS**, on May 5, 2025 the City declared its intent to vacate and convey all right, title and interest of the City of Windsor Heights, Iowa, in and to the Property and scheduled a public hearing to discuss the same.

**WHEREAS**, the notice of intention to vacate and convey the Property was given by publication of a Public Notice prior to the meeting of the City Council to be held on May 19, 2025, and the notice was duly published in the newspaper as required by law.

**WHEREAS**, a public hearing on the proposed disposal and conveyance was held on May 19, 2025.

**WHEREAS**, the City Council found and determined that the proposed disposal would serve the public interest.

**NOW, THEREFORE,** be it resolved by the City Council of Windsor Heights, Iowa:

1. The City of Windsor Heights, Iowa, hereby vacates and conveys all rights, title, and interest in and to the Property.
2. The Purchase Agreement as attached in Exhibit A with Michael and Barbara Grossman is hereby approved.
3. The Mayor is authorized and directed to sign the deed for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.
4. The Easement set forth in Exhibit B is hereby approved and accepted.
5. The City Clerk is authorized and directed to forward the original of the quit claim deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Polk County Recorder's Office for the purpose of causing these documents to be recorded.
6. The City Clerk is authorized and directed to record the Easement with the Polk County Recorder's Office.
7. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

**PASSED AND APPROVED** this 19<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Mike Jones, Mayor

Attest:

\_\_\_\_\_  
Adam Strait, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. \_\_\_\_

(2024/2025) be adopted.

AYES:       —  
NAYS:       —  
ABSENT:     —

The Mayor declared Resolution No. \_\_\_\_ (2024/2025) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. \_\_\_\_ (2024/2025) at the regular Council Meeting of the City of Windsor Heights, Iowa, held on the 19<sup>th</sup> day of May, 2025.

---

Adam Strait, City Clerk

## PURCHASE AGREEMENT

This Purchase Agreement (hereinafter "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025 (hereinafter referred to as the Effective Date) by and between the City of Windsor Heights (hereinafter referred to as the "City" or "Seller"), an Iowa municipal corporation, and Michael and Barbara Grossman, whose address is 7817 Marilyn Drive, Windsor Heights, Iowa (hereinafter "Buyer"), and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, City will sell the Property to Buyer for, and Buyer will purchase the Property from City and pay therefore, the amount of Four Thousand Four Hundred Dollars (\$4,400.00) (hereinafter "Purchase Price"). The Purchase Price has already been delivered to the City.

SECTION 2. TAXES. As the City currently owns the Property, there are no property taxes at this time. All regular property taxes due and payable after closing shall be the responsibility of the Buyer.

SECTION 3. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

A parcel of land located in Lot 6 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:

Commencing at the Southeast corner of Lot 2 of Plaza Hills Plat 7; thence S70°01'05"E, 94.49 feet to the Northeasterly corner of Lot 22 of Plaza Hills Plat 5 and also being the point of beginning; thence N19°59'08"E, 93.15 feet; thence S54°12'16"E, 38.00 feet; thence S26°06'45"E, 45.34 feet; thence S70°01'05"E, 22.84 feet; thence S20°00'22"W, 51.35 feet to the Northeast corner of said Lot 23 of Plaza Hills Plat 5; thence N70°01'22"W, 92.05 feet along the Northerly line of said Lot 23 to the point of beginning

As set forth in the attached Exhibit A, Plat of Survey.

SECTION 4. CONVEYANCE OF PROPERTY.

a) Form of Deed. City shall convey title to the Property to Buyer by Quit Claim Deed (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

b) Time and Place for Closing and Delivery of Deed. Subject to the satisfaction of all terms and conditions of this Agreement, City shall deliver the Deed and possession of the Property to Buyer on a date that is within thirty (30) days or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). The closing under this Agreement shall take place at a date and time which is mutually agreeable to both parties.

c.) Abstract of Title. There is no abstract of title for the Property.

SECTION 5. EASEMENTS. As part of this transaction, Buyer agrees to grant an easement to the City as follows:

- a) Utility Easement and Creek Access Easement across Parcel #2025-35 of Lot 6, Plaza Hills Plat 7, as described in the attached Exhibit B (Utility Easement and Creek Access Easement Plat).
- b) Easement shall be signed and recorded as part of the closing of this transaction.

SECTION 6. REMEDIES. If Buyer should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then City may terminate this Agreement and upon such termination, the Property will revert back to the ownership of the City. The Buyer agrees to sign any and all documentation necessary to revert title of the Property to the City.

SECTION 7. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, delivered personally at the addresses stated in preamble to this Agreement.

SECTION 8. LIMITATION ON WARRANTIES. City makes no warranties with regard to the condition of the Property, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property of fitness of the property for any particular purpose, unless otherwise provided herein. Buyer expressly acknowledges and agrees that City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property of any kind. Buyer takes title the Property "AS IS."

SECTION 9. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Windsor Heights Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

SECTION 10. ANTI-MERGER PROVISION. The parties specifically agree that all representations, warranties, agreement, responsibilities, obligations and comments specified herein shall survive the execution, delivery and recording of the Deed required by Section 4(a) hereof, shall remain in full force and effective thereafter, and shall not be merged in or extinguished by such execution, delivery and recording of the Deed.

SECTION 11. INDEMNIFICATION. Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Buyer has caused this Agreement to be duly executed in its name, on or as of the day first above written.

(SEAL)

**CITY OF WINDSOR HEIGHTS IOWA**

By: \_\_\_\_\_  
Mike Jones, Mayor

ATTEST:

\_\_\_\_\_  
Adam Strait, City Clerk

**BUYER:**

By:

---

Michael Grossman

By:

---

Barbara Grossman

EXHIBIT A

[insert Plat of Survey]





EXHIBIT B

[INSERT Utility Easement and Creek Access Easement Plat]

**WHEN RECORDED RETURN TO:**

Erin M. Clanton  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**PUBLIC UTILITY & CREEK ACCESS EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Michael and Barbara Grossman, of the City of Windsor Heights, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Windsor Heights, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Windsor Heights, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Attached Utility & Creek Access Easement Plat

That the above described easement is granted unto the City of Windsor Heights, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Public Utility & Creek Access**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

**IN WITNESS WHEREOF**, we have hereunto affixed our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Michael Grossman

By: \_\_\_\_\_  
Barbara Grossman

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said county, personally appeared Michael Grossman and Barbara Grossman, to me personally known, who being by me duly (sworn or affirmed) did acknowledge the execution of said instrument to be their voluntary act and deed, by it and by them voluntarily executed.

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

**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

I, Adam Strait, City Clerk of the City of Windsor Heights City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2025, and this certificate is made pursuant to authority contained in said Resolution.

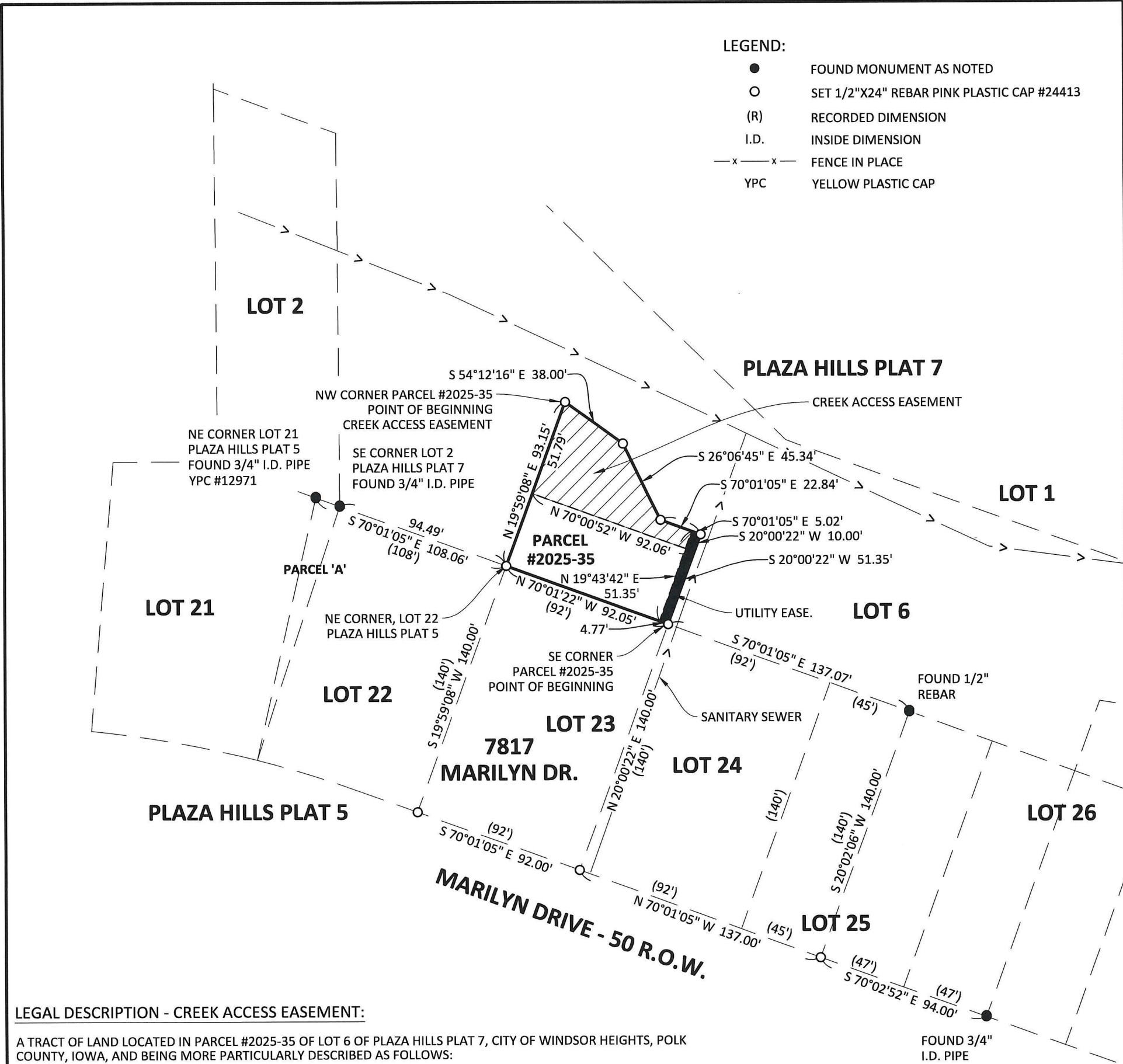
Signed this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Adam Strait,  
City Clerk of the City of Windsor Heights, Iowa



| INDEX LEGEND      |                                                                                                  |
|-------------------|--------------------------------------------------------------------------------------------------|
| LOCATION          | PART OF PARCEL #2025-35 OF LOT 6, PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA |
| REQUESTOR:        | CITY OF WINDSOR HEIGHTS                                                                          |
| PROPRIETOR:       | CITY OF WINDSOR HEIGHTS                                                                          |
| SURVEYOR:         | LUKE D. AHRENS, P.L.S. #24413                                                                    |
| SURVEYOR COMPANY: | BOLTON & MENK, INC.                                                                              |
| RETURN TO:        | LUKE D. AHRENS, BOLTON & MENK, INC.<br>1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100       |

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - CREEK ACCESS EASEMENT:

A TRACT OF LAND LOCATED IN PARCEL #2025-35 OF LOT 6 OF PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL #2025-35; THENCE S54°12'16"E, 38.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL #2025-35; THENCE S26°06'45"E, 45.34 FEET ALONG SAID NORTHEASTERLY LINE; THENCE S70°01'05"E, 22.84 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE S20°00'22"W, 10.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL #2025-35; THENCE N70°00'52"W, 92.06 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL #2025-35; THENCE N19°59'08"E, 51.79 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 2,773 SQUARE FEET MORE OR LESS.

LEGAL DESCRIPTION - UTILITY EASEMENT:

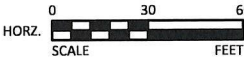
A TRACT OF LAND LOCATED IN PARCEL #2025-35 OF LOT 6 OF PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL #2025-35; THENCE N70°01'22"W, 4.77 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL #2025-35; THENCE N19°43'42"E, 51.35 FEET TO THE NORTHEASTERLY LINE THEREOF; THENCE S70°01'05"E, 5.02 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL #2025-35; THENCE S20°00'22"W, 51.35 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL #2025-35 TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 252 SQUARE FEET MORE OR LESS.

NOTES:

- BEARINGS AND DISTANCES SHOWN ARE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
- RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113.



|                                                                                     |                                                                                                                                                                                                                                                                                    |                                                                                                              |                                                                                                                                         |  |                       |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------|
|  | I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.<br><i>Luke Ahrens</i> 1 |                                                                                                              | UTILITY EASEMENT & CREEK ACCESS EASEMENT PLAT<br>PART OF PARCEL #2025-35 OF LOT 6, PLAZA HILLS PLAT 7, WINDSOR HEIGHTS, POLK COUNTY, IA |  | SHEET<br>1<br>OF<br>1 |
|                                                                                     | LUKE D. AHRENS L.S.<br>LICENSE NUMBER 24413 DATE: 2025-04-30<br>MY LICENSE RENEWAL DATE IS 12/31/2025<br>PAGES OR SHEETS COVERED BY THIS SEAL:<br>THIS SHEET                                                                                                                       |  <b>BOLTON &amp; MENK</b> | 1519 BALTIMORE DRIVE<br>AMES, IA 50010<br>(515) 233-6100                                                                                |  |                       |

## **RESOLUTION 2025-42**

### **A RESOLUTION TO DISPOSE OF REAL PROPERTY**

**WHEREAS**, The City Council of Windsor Heights, Iowa currently owns property, legally described as:

A parcel of land located in Lot 1 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:

Beginning at the Southeast corner of Lot 2 of said Plaza Hills Plat 7; thence N00°17'50"W, 156.14 feet along the East line of said Lot 2; thence S77°04'02"E, 44.04 feet; thence S42°20'31"E, 118.46 feet; thence S19°59'08"W, 96.84 feet to the Northeast corner of Lot 22 of Plaza Hills Plat 5; thence N70°01'05"W, 108.06 feet to the point of beginning

As set forth in the attached Exhibit A, Plat of Survey.

(The "Property").

**WHEREAS**, the adjoining property owners, Emily and Matthew Hoch, have been using the Property as an extension of their adjoining land, and the City believes it to be in the best interest of the City to dispose of the Property to Emily and Matthew Hoch.

**WHEREAS**, The City has determined that it has no use for the Property, that the maintenance at public expenses is not warranted, that the disposal will have no significant impact on public access, and the City will not be inconvenienced by the vacation and conveyance of said Property.

**WHEREAS**, upon vacation, the City would retain all existing easement rights for utilities and ingress-egress to the same, and acquire those easements as set forth in the Purchase Agreement.

**WHEREAS**, on May 5, 2025 the City declared its intent to vacate and convey all right, title and interest of the City of Windsor Heights, Iowa, in and to the Property and scheduled a public hearing to discuss the same.

**WHEREAS**, the notice of intention to vacate and convey the Property was given by publication of a Public Notice prior to the meeting of the City Council to be held on May 19, 2025, and the notice was duly published in the newspaper as required by law.

**WHEREAS**, a public hearing on the proposed disposal and conveyance was held on May 19, 2025.

**WHEREAS**, the City Council found and determined that the proposed disposal would serve the public interest.



**NOW, THEREFORE**, be it resolved by the City Council of Windsor Heights, Iowa:

1. The City of Windsor Heights, Iowa, hereby vacates and conveys all rights, title, and interest in and to the Property.
2. The Purchase Agreement as attached in Exhibit A with Emily and Matthew Hoch is hereby approved.
3. The Mayor is authorized and directed to sign the deed for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.
4. The Easement set forth in Exhibit B is hereby approved and accepted.
5. The City Clerk is authorized and directed to forward the original of the quit claim deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Polk County Recorder's Office for the purpose of causing these documents to be recorded.
6. The City Clerk is authorized and directed to record the Easement with the Polk County Recorder's Office.
7. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

**PASSED AND APPROVED** this 19<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Mike Jones, Mayor

Attest:

\_\_\_\_\_  
Adam Strait, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. \_\_\_\_

(2024/2025) be adopted.

AYES:        \_  
NAYS:        \_  
ABSENT:      \_

The Mayor declared Resolution No. \_\_\_\_ (2024/2025) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. \_\_\_\_ (2024/2025) at the regular Council Meeting of the City of Windsor Heights, Iowa, held on the 19<sup>th</sup> day of May, 2025.

---

Adam Strait, City Clerk

## PURCHASE AGREEMENT

This Purchase Agreement (hereinafter "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025 (hereinafter referred to as the Effective Date) by and between the City of Windsor Heights (hereinafter referred to as the "City" or "Seller"), an Iowa municipal corporation, and Emily and Matthew Hoch, whose address is 7901 Marilyn Drive, Windsor Heights, Iowa (hereinafter "Buyer"), and in consideration of the premises and the mutual obligations of the parties hereto, each of them does and hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE PRICE. Subject to all the terms, covenants and conditions of this Agreement, City will sell the Property to Buyer for, and Buyer will purchase the Property from City and pay therefore, the amount of Four Thousand Four Hundred Dollars (\$4,400.00) (hereinafter "Purchase Price"). The Purchase Price has already been delivered to the City.

SECTION 2. TAXES. As the City currently owns the Property, there are no property taxes at this time. All regular property taxes due and payable after closing shall be the responsibility of the Buyer.

SECTION 3. DESCRIPTION OF PROPERTY. All that certain parcel of land (hereinafter "Property") described as follows:

A parcel of land located in Lot 6 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:

Beginning at the Southeast corner of Lot 2 of said Plaza Hills Plat 7; thence N00°17'50"W, 156.14 feet along the East line of said Lot 2; thence S77°04'02"E, 44.04 feet; thence S42°20'31"E, 118.46 feet; thence S19°59'08"W, 96.84 feet to the Northeast corner of Lot 22 of Plaza Hills Plat 5; thence N70°01'05"W, 108.06 feet to the point of beginning

As set forth in the attached Exhibit A, Plat of Survey.

SECTION 4. CONVEYANCE OF PROPERTY.

a) Form of Deed. City shall convey title to the Property to Buyer by Quit Claim Deed (hereinafter "Deed"). Such conveyance and title shall be subject to all conditions, covenants and restrictions contained in this Agreement.

b) Time and Place for Closing and Delivery of Deed. Subject to the satisfaction of all terms and conditions of this Agreement, City shall deliver the Deed and possession of the Property to Buyer on a date that is within thirty (30) days or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date"). The closing under this Agreement shall take place at a date and time which is mutually agreeable to both parties.

c.) Abstract of Title. There is no abstract of title for the Property.

SECTION 5. EASEMENTS. As part of this transaction, Buyer agrees to grant an easement to the City as follows:

- a) Utility Easement and Creek Access Easement across part of Parcel #2025-36 of Lot 6, Plaza Hills Plat 7, as described in the attached Exhibit B (Utility Easement and Creek Access Easement Plat).
- b) Easement shall be signed and recorded as part of the closing of this transaction.

SECTION 6. REMEDIES. If Buyer should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then City may terminate this Agreement and upon such termination, the Property will revert back to the ownership of the City. The Buyer agrees to sign any and all documentation necessary to revert title of the Property to the City.

SECTION 7. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, delivered personally at the addresses stated in preamble to this Agreement.

SECTION 8. LIMITATION ON WARRANTIES. City makes no warranties with regard to the condition of the Property, without limitation, (i) environmental matters; (ii) geological conditions; (iii) drainage issues, conditions or problems; (iv) soil conditions; (v) the zoning or other land use restrictions; (vi) the availability of utilities to the property; (vii) usage of adjoining property; (viii) access to the property; (ix) the value of the property; (x) the presence of hazardous materials in or on the property; (xi) the existence or non-existence of underground storage tanks on the property; (xii) the potential for further development of the property; or (xiii) the merchantability of the property of fitness of the property for any particular purpose, unless otherwise provided herein. Buyer expressly acknowledges and agrees that City, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property of any kind. Buyer takes title the Property "AS IS."

SECTION 9. CITY COUNCIL APPROVAL. This Agreement is subject to the approval of the Windsor Heights Council after notice to the public and a hearing on the terms of this Agreement as required by the laws of the State of Iowa.

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third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Buyer has caused this Agreement to be duly executed in its name, on or as of the day first above written.

(SEAL)

**CITY OF WINDSOR HEIGHTS IOWA**

By: \_\_\_\_\_  
Mike Jones, Mayor

ATTEST:

\_\_\_\_\_  
Adam Strait, City Clerk

**BUYER:**

By:

---

Emily Hoch

By:

---

Matthew Hoch

EXHIBIT A

[insert Plat of Survey]





EXHIBIT B

[INSERT Utility Easement and Creek Access Easement Plat]

**WHEN RECORDED RETURN TO:**

Erin M. Clanton  
6701 Westown Parkway, Suite 100  
West Des Moines, Iowa 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**PUBLIC UTILITY & CREEK ACCESS EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Emily and Matthew Hoch, of the City of Windsor Heights, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Windsor Heights, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Windsor Heights, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Attached Utility & Creek Access Easement Plat

That the above described easement is granted unto the City of Windsor Heights, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Public Utility & Creek Access**

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2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

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5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

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7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

**IN WITNESS WHEREOF**, we have hereunto affixed our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Emily Hoch

By: \_\_\_\_\_  
Matthew Hoch

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said county, personally appeared Emily Hoch and Matthew Hoch, to me personally known, who being by me duly (sworn or affirmed) did acknowledge the execution of said instrument to be their voluntary act and deed, by it and by them voluntarily executed.

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

**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF POLK                )

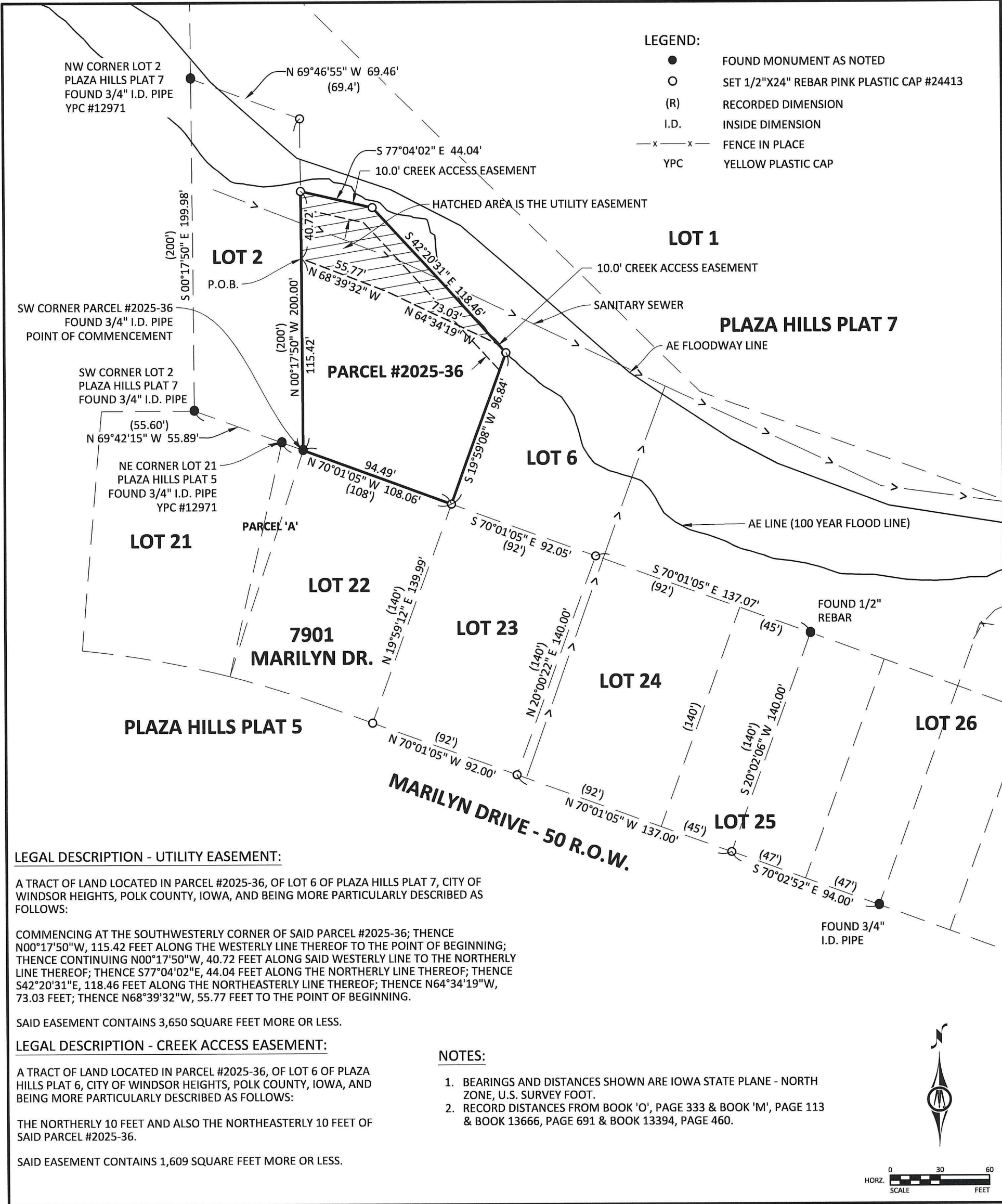
I, Adam Strait, City Clerk of the City of Windsor Heights City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Adam Strait,  
City Clerk of the City of Windsor Heights, Iowa

| INDEX LEGEND      |                                                                                            |
|-------------------|--------------------------------------------------------------------------------------------|
| LOCATION          | PARCEL #2025-36 OF LOT 6, PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA   |
| REQUESTOR:        | CITY OF WINDSOR HEIGHTS                                                                    |
| PROPRIETOR:       | CITY OF WINDSOR HEIGHTS                                                                    |
| SURVEYOR:         | LUKE D. AHRENS, P.L.S. #24413                                                              |
| SURVEYOR COMPANY: | BOLTON & MENK, INC.                                                                        |
| RETURN TO:        | LUKE D. AHRENS, BOLTON & MENK, INC.<br>1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100 |

FOR RECORDER USE ONLY



|                                                                                                                                                                                     |                                 |                                                                   |                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------|---------------------------------|
| <p>UTILITY EASEMENT &amp; CREEK ACCESS EASEMENT PLAT</p> <p>PART OF PARCEL #2025-36 OF LOT 6, PLAZA HILLS PLAT 7, WINDSOR HEIGHTS, POLK COUNTY, IA</p>                              |                                 | <p>1519 BALTIMORE DRIVE<br/>AMES, IA 50010<br/>(515) 233-6100</p> | <p>SHEET<br/>1<br/>OF<br/>1</p> |
| <p>LUKE D. AHRENS L.S.</p> <p>LICENSE NUMBER 24413 DATE: 2025-04-30</p> <p>MY LICENSE RENEWAL DATE IS 12/31/2025</p> <p>PAGES OR SHEETS COVERED BY THIS SEAL:</p> <p>THIS SHEET</p> | <p><b>BOLTON &amp; MENK</b></p> |                                                                   |                                 |



**STAFF REPORT**  
**CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director

SUBJECT: Consideration of Resolution No. 2025-43 A Resolution Approving FY25 Budget Amendment

**GENERAL INFORMATION**  
**FY24-25 Budget Amendment**

**Expenses**

The following expenses were either included on the regular budget and exceeded the budgeted amount or were not budgeted for and have to be added:

**General Government**

\$10,000 IT Services (Managed Service Provider Change)

\$85,000 Engineering and Planning Services (High volume of development projects, also reflected in increase site planning fees paid to city)

\$25,000 Legal Services (ATE litigation)

\$120,000 Total

**Economic Development**

\$172,520 Purchase of Property/Appraisals

\$172,520 Total

**Public Works**

\$35,000 Forestry (\$6,000 in grants received, large tree removal projects along Hickman and Colby Park, large tree trimming along 64th St.)

\$35,000 Total

**Enterprise Fund – Garbage**

\$85,000 Storm Cleanup (July 2024 tornado and any May/June events that could occur)

\$85,000 Total

**\$412,520 Total Expenditures**

**Transfers In/Out**

**\$3,220,003 Total**

**ATTACHMENTS**

1. Resolution No. 2025-43 Approving FY25 Budget Amendment
2. PublicHearingNotice



**Resolution No. 2025-43**

**A RESOLUTION AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR  
ENDING JUNE 30, 2025, FOR THE CITY OF WINDSOR HEIGHTS, IOWA**

**WHEREAS**, the City Code provides for the budgetary process required of the City Council and City Administrator in submitting the budget and the Council's action and enforcement thereof; and

**WHEREAS**, Iowa Statutes require the formal adoption of any budget amendments for the fiscal year July 1, 2024, to June 30, 2025; and

**WHEREAS**, the City Council held a public hearing on the proposed budget amendments on May 19, 2025, per Iowa Statutes.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Windsor Heights, Iowa, that the budget amendment for the fiscal year ending June 30, 2025, as set forth in the attached BUDGET AMENDMENT be adopted.

Passed and approved this 19<sup>th</sup> day of May 2025.

\_\_\_\_\_  
Mike Jones, Mayor

Attest: \_\_\_\_\_  
Adam Strait, City Clerk

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of WINDSOR HEIGHTS  
Fiscal Year July 1, 2024 - June 30, 2025

The City of WINDSOR HEIGHTS will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2025

**Meeting Date/Time:** 5/19/2025 06:00 PM

**Contact:** Rachelle Swisher

**Phone:** (515) 778-6290

**Meeting Location:** 1133 66th Street, Windsor Heights IA 50324

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

| REVENUES & OTHER FINANCING SOURCES                                                     |    | Total Budget<br>as Certified<br>or Last Amended | Current<br>Amendment | Total Budget After<br>Current Amendment |
|----------------------------------------------------------------------------------------|----|-------------------------------------------------|----------------------|-----------------------------------------|
| Taxes Levied on Property                                                               | 1  | 3,913,308                                       | 0                    | 3,913,308                               |
| Less: Uncollected Delinquent Taxes - Levy Year                                         | 2  | 0                                               | 0                    | 0                                       |
| Net Current Property Tax                                                               | 3  | 3,913,308                                       | 0                    | 3,913,308                               |
| Delinquent Property Tax Revenue                                                        | 4  | 0                                               | 0                    | 0                                       |
| TIF Revenues                                                                           | 5  | 2,292,137                                       | 0                    | 2,292,137                               |
| Other City Taxes                                                                       | 6  | 1,484,958                                       | 0                    | 1,484,958                               |
| Licenses & Permits                                                                     | 7  | 416,500                                         | 0                    | 416,500                                 |
| Use of Money & Property                                                                | 8  | 462,215                                         | 0                    | 462,215                                 |
| Intergovernmental                                                                      | 9  | 4,020,973                                       | 0                    | 4,020,973                               |
| Charges for Service                                                                    | 10 | 1,675,100                                       | 0                    | 1,675,100                               |
| Special Assessments                                                                    | 11 | 0                                               | 0                    | 0                                       |
| Miscellaneous                                                                          | 12 | 234,250                                         | 0                    | 234,250                                 |
| Other Financing Sources                                                                | 13 | 3,760,000                                       | 0                    | 3,760,000                               |
| Transfers In                                                                           | 14 | 2,480,526                                       | 3,220,003            | 5,700,529                               |
| <b>Total Revenues &amp; Other Sources</b>                                              | 15 | 20,739,967                                      | 3,220,003            | 23,959,970                              |
| <b>EXPENDITURES &amp; OTHER FINANCING USES</b>                                         |    |                                                 |                      |                                         |
| Public Safety                                                                          | 16 | 4,132,711                                       | 0                    | 4,132,711                               |
| Public Works                                                                           | 17 | 1,056,064                                       | 35,000               | 1,091,064                               |
| Health and Social Services                                                             | 18 | 0                                               | 0                    | 0                                       |
| Culture and Recreation                                                                 | 19 | 504,850                                         | 0                    | 504,850                                 |
| Community and Economic Development                                                     | 20 | 327,627                                         | 172,520              | 500,147                                 |
| General Government                                                                     | 21 | 1,067,533                                       | 120,000              | 1,187,533                               |
| Debt Service                                                                           | 22 | 2,110,544                                       | 0                    | 2,110,544                               |
| Capital Projects                                                                       | 23 | 20,445,630                                      | 0                    | 20,445,630                              |
| Total Government Activities Expenditures                                               | 24 | 29,644,959                                      | 327,520              | 29,972,479                              |
| Business Type/Enterprise                                                               | 25 | 760,022                                         | 85,000               | 845,022                                 |
| <b>Total Gov Activities &amp; Business Expenditures</b>                                | 26 | 30,404,981                                      | 412,520              | 30,817,501                              |
| Transfers Out                                                                          | 27 | 2,480,526                                       | 3,220,003            | 5,700,529                               |
| <b>Total Expenditures/Transfers Out</b>                                                | 28 | 32,885,507                                      | 3,632,523            | 36,518,030                              |
| <b>Excess Revenues &amp; Other Sources Over<br/>(Under) Expenditures/Transfers Out</b> | 29 | -12,145,540                                     | -412,520             | -12,558,060                             |
| Beginning Fund Balance July 1, 2024                                                    | 30 | 21,081,734                                      | 0                    | 21,081,734                              |
| <b>Ending Fund Balance June 30, 2025</b>                                               | 31 | 8,936,194                                       | -412,520             | 8,523,674                               |

**Explanation of Changes:** IT, Engineering and Legal fees were increased due to unanticipated expenses. Economic Development was increased for a property purchase. The Garbage Enterprise was increased to cover storm cleanup and Forestry was increased to cover expenses related to tree removal.

**City of Windsor Heights Regular Business Meeting Minutes**  
**Monday, May 5, 2025 - 6:00 PM**  
**WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST**

**1. Call to Order/Roll Call/Pledge of Allegiance**

Mayor Mike Jones called the meeting to order at 6:00 PM. Members present: Michael Libbie, Susan Skeries, Joseph Jones, Lauren Campbell, and Threase Harms. Staff present: City Administrator Adam Plagge, City Attorney Erin Clanton, City Clerk Adam Strait, Fire Chief Jim Mease, Fire Chief Pete Roth, Public Works Director Andy Larson, City Engineer Justin Ernst

**2. Approval of the Agenda**

Motion by Michael Libbie to APPROVE. Seconded by Threase Harms. Motion passed 5-0.

**3. Public Forum:** This is time set aside for comments from the public on topics of City business other than those listed on the agenda. No action may be taken. Please come to the podium, state your name and address for the record and keep your comments to no more than 5 minutes.

Bob Bishop 1128 64th Street - Spoke about concerns regarding The Windsor. Photos were shared highlighting issues with the retention basins. The basins are draining only partially, leaving standing puddles. Water is not fully reaching the drains, resulting in stagnant areas. This standing water is causing problems with mosquitoes and gnats. Adam Plagge addressed the concerns stating the City is reviewing a temporary occupancy for the property and will add this to conditions to be met.

**4. Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.

Motion by Threase Harms to APPROVE. Seconded by Michael Libbie. Motion passed 5-0.

- A. Approve Minutes of the Regular Council Meeting on April 21, 2025
- B. Approve Financial Reports
- C. Approve Public Works Week Proclamation
- D. Approve Resolution No. 2025-31 - A Resolution Setting Time and Place for a Public Hearing on Proposed Budget Amendment for Fiscal Year 2024-2025 for the City of Windsor Heights
- E. Approve Resolution No. 2025-32 - A Resolution Setting the Time and Place to Conduct A Public Hearing to Consider the Disposal of City Property
- F. Approve Resolution No. 2025-33 - A Resolution Setting the Time and Place to Conduct A Public Hearing to Consider the Disposal of City Property
- G. Approve Resolution No. 2025-34 - A Resolution Setting the Time and Place to Conduct A Public Hearing to Consider the Disposal of City Property
- H. Approve Resolution No. 2025-35 - A Resolution Setting the Time and Place to Conduct A Public Hearing to Consider the Disposal of City Property
- I. Approve Public Works Facility Structural Column Repair

## 5. Action Items:

### A. Discussion On Potential Lease of 1151 65th St.

Adam Plagge presented the item. Katario Patton of Central Iowa Shelter and Services (CISS) was present to speak towards the proposal. CISS proposed a two-year lease with a maximum of five individuals per duplex, with restrictions on occupancy and a requirement for the tenants to maintain a rental certificate. The shelter would provide case management, employment assistance, and financial planning for the residents. The council expressed support for the initiative. Discussion took place on making sure neighbors of the property are aware of the plans and are in agreement. The next steps include setting a public hearing and drafting a lease agreement. Staff will also notify surrounding properties directly.

### B. Consideration of Resolution No. 2025-38 - A Resolution Approving a Public Art Maintenance Agreement Between the City of Windsor Heights and Bridges of Iowa, Inc. for Installation and Maintenance of a Public Art Project in Colby Park

Adam Plagge presented the item. Patrick Coughlin, CEO of Bridges of Iowa, and Jamie Buelt, Communications Specialist for Bridges of Iowa, along with artist Amy Putney Koenig were also present to discuss the planned public art which is a bridge over the bioretention cell in the park's parking lot. Discussion centered on the inspiration and message of the art piece as well as Bridges of Iowa's commitment to maintain the bridge for four years before being turned over to the City. Bridges of Iowa will return to council at a later meeting to present the finalized artwork. Motion by Threase Harms to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

### C. Discussion on Dissolution of Keep Windsor Heights Beautiful and Reallocation of Existing Funds

Adam Plagge presented the item. Discussion centered on the reallocation of its existing funds, which may be used for tree planting, lighting of University Avenue, and potential urban mini forest projects. There was concern of losing institutional knowledge but Plagge assured council placing the funds within the ERP would allow for a reference point for the funds. Staff will bring back a formal fund transfer for council to approve.

### D. Consideration of Resolution 2025-36 - A Resolution Authorizing the Amendment to the Intergovernmental Agreement Between Windsor Heights and BRAVO Greater Des Moines

Adam Plagge presented the item. Sally Dix, executive director of BRAVO, was in attendance to address questions. This adjustment, considered by several metro cities, is a response to state budget constraints and potential legislative changes. However, multiple council members expressed strong opposition, citing the minimal financial savings and the importance of maintaining regional commitments to cultural and tourism organizations like Bravo and Catch Des Moines. Members emphasized the value these partnerships bring to the community, including economic development and administrative efficiencies. Concerns were raised that reducing contributions could harm regional efforts and send the wrong message. Ultimately, the motion to adopt the resolution was withdrawn by Joseph Jones and Michael Libbe, first and second respectively, and the Council opted to maintain its current 2/7ths contribution level, aligning with its commitment to regional collaboration and cultural support. The resolution died.

### E. Consideration of Resolution No. 225-37 - A Resolution Authorizing the Amendment of the Intergovernmental Agreement Between Windsor Heights and Greater Des Moines Convention & Visitors Bureau and Supplement Agreement Amendment

Adam Plagge presented the item. Council members expressed concerns about changing the agreement based on other cities' actions and questioned why those proposing changes weren't required to present a new agreement. While the financial impact on Windsor Heights is minimal, members noted that larger contributing cities like Des Moines and Ankeny are

moving forward with the amendment. Alternatives such as adjusting Windsor Heights' supplemental agreement were suggested. The Council ultimately decided to table the resolution to allow more time to observe decisions by other communities and to consider potential revisions to the supplemental agreement. The matter will be revisited at the next meeting, with the understanding that any changes should be finalized by the start of the new fiscal year. Motion by Threase Harms to TABLE. Seconded by Susan Skeries. Motion passed 5-0.

F. Discussion on Driveway Grade Design Guidelines

Justin Ernst presented the item. The proposed driveway grade design guidelines aimed at improving clarity during street and sidewalk projects. The guidelines, based on SUDAS standards, target a maximum 10% driveway slope but allow up to 14% in existing conditions. Design challenges due to varying right-of-way widths and existing infrastructure were noted, with solutions including narrowing sidewalks or extending driveway replacement. The guidelines provide staff and Council with consistent criteria and help prevent resident concerns over steep driveway transitions. Future exceptions exceeding the guidelines will be communicated to the Council during project design. Staff will bring back a formal resolution to adopt the guidelines.

6. **Reports:**

A. Mayor, Council Reports and Committee Updates, and Administration Reports

Threase Harms - Thank you to Susan for planning and putting on the Earth Day Celebration and Movie in the Park. Legislation update provided. They did not adjourn on Friday, but all budgets have been introduced. Don't expect any debates this or next week.

Lauren Campbell - Apologies for not attending Movie in the Park, but heard wonderful things and thank you to all that made it a success.

Michael Libbie - Apologies for not attending as well, however it is a wonderful thing. Thank you to Susan.

Joseph Jones - Tomorrow is the big DART meeting to discuss ridership and budget. Stay tuned for further details.

SK - Attended the Catch Des Moines meeting, where we discussed the hotel/motel tax issue. Earth Day was a success, with 750–800 attendees and record volunteer turnout. Thanks to Adam, Andy, Jason, public works, Mike, and Teresa for making the event run smoothly. Despite the weather, around 175 people attended the movie night, with kids enjoying the playground. Thanks to AJ, the Fire Department, and others for volunteering, and to the Firefighters Association for sponsoring the May movie. I met with Casey's and The Windsor regarding sponsorships—The Windsor committed to two major ones, and Casey's will provide pizza for June's Movie in the Park. I also met with Ashlynn from the Children's Museum to plan Touch-A-Truck, which has strong business support despite unexpected shuttle costs. I'll try to attend the Metro Waste meeting while in D.C. For those staying local, Wake Up Windsor Heights is Thursday at 8 a.m. at Affinity Health Care in Sherwood Forest.

Adam Plagge - Annual report for Public Safety in report section.

i. Mayor's Report

B. 2024 Public Safety Annual Report

7. **Adjourn**

Motion by Susan Skeries to adjourn at 7:24PM. Seconded by Joseph Jones. Motion passed 5-0.

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Mike Jones, Mayor

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Adam Strait, City Clerk



**STAFF REPORT  
CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL  
FROM: Rachelle Swisher, Finance Director  
SUBJECT: Approve Financial Reports

**GENERAL INFORMATION**

**ATTACHMENTS**

1. 5.8.25 CLAIMS REPORT



# CITY OF WINDSOR HEIGHTS

## Payments

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Payments Batch 050825PAY

\$131,678.84

Refer 0 -

Invoice

Invoice

|                  |          |      |      |       |
|------------------|----------|------|------|-------|
| Transaction Date | 5/8/2025 | CASH | 1110 | Total |
|------------------|----------|------|------|-------|

Refer 0 ABSOLUTE GROUP CO -

|              |                |            |                 |            |
|--------------|----------------|------------|-----------------|------------|
| Cash Payment | E 322-210-6761 | CAP OUTLAY | 73RD ST PROJECT | \$1,500.00 |
|--------------|----------------|------------|-----------------|------------|

Invoice 14687

|                  |          |      |      |       |            |
|------------------|----------|------|------|-------|------------|
| Transaction Date | 5/8/2025 | CASH | 1110 | Total | \$1,500.00 |
|------------------|----------|------|------|-------|------------|

Refer 0 ABSOLUTE PIPE, LLC -

|              |                |                    |                 |            |
|--------------|----------------|--------------------|-----------------|------------|
| Cash Payment | E 740-865-6765 | STORM DRAINAGE CAP | 74TH ST PROJECT | \$3,750.00 |
|--------------|----------------|--------------------|-----------------|------------|

Invoice 1305

|                  |          |      |      |       |            |
|------------------|----------|------|------|-------|------------|
| Transaction Date | 5/8/2025 | CASH | 1110 | Total | \$3,750.00 |
|------------------|----------|------|------|-------|------------|

Refer 0 AMAZON CAPITAL SERVICES -

|              |                |                    |                           |         |
|--------------|----------------|--------------------|---------------------------|---------|
| Cash Payment | E 001-470-6496 | MOVIES IN THE PARK | MOVIES FOR MOVIES IN PARK | \$70.93 |
|--------------|----------------|--------------------|---------------------------|---------|

Invoice 1M3R-47TY-N96X

|              |                |                 |                 |         |
|--------------|----------------|-----------------|-----------------|---------|
| Cash Payment | E 001-110-6506 | OFFICE SUPPLIES | OFFICE SUPPLIES | \$37.98 |
|--------------|----------------|-----------------|-----------------|---------|

Invoice 114-3498088-454

|              |                |                 |                 |         |
|--------------|----------------|-----------------|-----------------|---------|
| Cash Payment | E 001-110-6506 | OFFICE SUPPLIES | OFFICE SUPPLIES | \$19.99 |
|--------------|----------------|-----------------|-----------------|---------|

Invoice 1CYV-H9VN-MM77

|              |                |                 |               |         |
|--------------|----------------|-----------------|---------------|---------|
| Cash Payment | E 001-150-6310 | BUILDING REPAIR | STORAGE HOOKS | \$31.99 |
|--------------|----------------|-----------------|---------------|---------|

Invoice 1G1T-FCD1-F61L

|              |                |                       |                        |         |
|--------------|----------------|-----------------------|------------------------|---------|
| Cash Payment | E 001-150-6332 | REPAIR - VEHICLES & E | E550 MOUNTING BRACKETS | \$57.57 |
|--------------|----------------|-----------------------|------------------------|---------|

Invoice 1CKT-K4JL-4GCD

|              |                |                 |               |         |
|--------------|----------------|-----------------|---------------|---------|
| Cash Payment | E 001-150-6504 | MINOR EQUIPMENT | E550 SUPPLIES | \$79.98 |
|--------------|----------------|-----------------|---------------|---------|

Invoice 17KF-K14J-DJYT

|              |                |                 |                        |         |
|--------------|----------------|-----------------|------------------------|---------|
| Cash Payment | E 001-150-6504 | MINOR EQUIPMENT | E550 GLOVE BOX HOLDERS | \$28.89 |
|--------------|----------------|-----------------|------------------------|---------|

Invoice 17MN-KK9X-DMY1

|              |                |                 |               |         |
|--------------|----------------|-----------------|---------------|---------|
| Cash Payment | E 001-150-6504 | MINOR EQUIPMENT | STORAGE LOOPS | \$15.99 |
|--------------|----------------|-----------------|---------------|---------|

Invoice 17KF-K14J-L3NF

|              |                |                 |                     |          |
|--------------|----------------|-----------------|---------------------|----------|
| Cash Payment | E 001-150-6504 | MINOR EQUIPMENT | E550 EQUIPMENT BAGS | \$109.07 |
|--------------|----------------|-----------------|---------------------|----------|

Invoice 1M1W-XX3P-3VGF

|              |                |                       |                        |         |
|--------------|----------------|-----------------------|------------------------|---------|
| Cash Payment | E 001-150-6332 | REPAIR - VEHICLES & E | E550 MOUNTING BRACKETS | \$48.99 |
|--------------|----------------|-----------------------|------------------------|---------|

Invoice 111C-QTJC-YMCD

|              |                |                       |                    |         |
|--------------|----------------|-----------------------|--------------------|---------|
| Cash Payment | E 001-150-6332 | REPAIR - VEHICLES & E | E550 BRACKET MOUNT | \$69.58 |
|--------------|----------------|-----------------------|--------------------|---------|

Invoice 1TG3-6G4Q-YTK6

|              |                |                 |                |         |
|--------------|----------------|-----------------|----------------|---------|
| Cash Payment | E 001-150-6506 | OFFICE SUPPLIES | KEYBOARD/MOUSE | \$18.99 |
|--------------|----------------|-----------------|----------------|---------|

Invoice 1CWV-TL3D-7D4T

|                  |          |      |      |       |          |
|------------------|----------|------|------|-------|----------|
| Transaction Date | 5/8/2025 | CASH | 1110 | Total | \$589.95 |
|------------------|----------|------|------|-------|----------|

Refer 0 BAKER ELECTRIC INC. -

|              |                |                    |                  |            |
|--------------|----------------|--------------------|------------------|------------|
| Cash Payment | E 110-210-6417 | STREET MAINTENANCE | 70TH & UNIV WORK | \$1,715.20 |
|--------------|----------------|--------------------|------------------|------------|

Invoice 25081-01

|                  |          |      |      |       |            |
|------------------|----------|------|------|-------|------------|
| Transaction Date | 5/8/2025 | CASH | 1110 | Total | \$1,715.20 |
|------------------|----------|------|------|-------|------------|

Refer 0 BAKER ELECTRIC INC. -





# CITY OF WINDSOR HEIGHTS

## Payments

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|--------------------|----------------|-----------------------------|-----------------------------|-------|-------------|
| Cash Payment       | E 322-210-6761 | CAP OUTLAY                  | 73RD ST REPLACE CONDUIT     |       | \$4,642.83  |
| Invoice 24963-01   |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$4,642.83  |
| Refer              | 0              | BANKERS TRUST COMPANY       | Ck# 000231E 5/8/2025        |       |             |
| Cash Payment       | E 001-620-6405 | COURT & RECORDING           | CC FEES                     |       | \$37.90     |
| Invoice            |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$37.90     |
| Refer              | 0              | BANKERS TRUST COMPANY       | Ck# 000232E 5/8/2025        |       |             |
| Cash Payment       | E 001-620-6405 | COURT & RECORDING           | CC FEES                     |       | \$290.62    |
| Invoice            |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$290.62    |
| Refer              | 0              | BANKERS TRUST COMPANY       | Ck# 000233E 5/8/2025        |       |             |
| Cash Payment       | E 001-620-6405 | COURT & RECORDING           | CC FEES                     |       | \$151.18    |
| Invoice            |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$151.18    |
| Refer              | 0              | BITUMINOUS MATERIALS        | -                           |       |             |
| Cash Payment       | E 110-210-6417 | STREET MAINTENANCE          | SUPPLIES                    |       | \$150.00    |
| Invoice 2213365540 |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$150.00    |
| Refer              | 0              | BOLTON & MENK               | -                           |       |             |
| Cash Payment       | E 303-430-6407 | PROF FEES/ENGINEERI         | COLBY PARK DESIGN           |       | \$3,645.00  |
| Invoice 0361493    |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$3,645.00  |
| Refer              | 0              | BOLTON & MENK               | -                           |       |             |
| Cash Payment       | E 321-210-6407 | PROF FEES/ENGINEERI         | W CREEK WATER ACCESS        |       | \$11,838.00 |
| Invoice 0361503    |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$11,838.00 |
| Refer              | 0              | BOUND TREE MEDICAL LLC      | -                           |       |             |
| Cash Payment       | E 001-160-6498 | MEDICAL SUPPLIES            | MEDICAL SUPPLIES            |       | \$517.50    |
| Invoice 85744159   |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$517.50    |
| Refer              | 0              | BOUND TREE MEDICAL LLC      | -                           |       |             |
| Cash Payment       | E 001-160-6498 | MEDICAL SUPPLIES            | MEDICAL SUPPLIES            |       | \$220.35    |
| Invoice 85742271   |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$220.35    |
| Refer              | 0              | BOWERS, RYAN                | -                           |       |             |
| Cash Payment       | E 001-110-6180 | ALLOWANCES                  | CLOTHING ALLOWANCE          |       | \$188.48    |
| Invoice            |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$188.48    |
| Refer              | 0              | BRAVO GREATER DES MOINES IN | -                           |       |             |
| Cash Payment       | E 001-460-6413 | CONTRIBUTIONS & PAY         | MARCH/APRIL HOTEL MOTEL TAX |       | \$875.93    |
| Invoice            |                |                             |                             |       |             |
| Transaction Date   | 5/8/2025       | CASH                        | 1110                        | Total | \$875.93    |
| Refer              | 0              | BULLZEYE, INC               | -                           |       |             |



# CITY OF WINDSOR HEIGHTS

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|                    |                |                         |                          |       |             |
|--------------------|----------------|-------------------------|--------------------------|-------|-------------|
| Cash Payment       | E 001-110-6409 | JANITORIAL              | PSB APRIL CLEANING       |       | \$928.00    |
| Invoice 9531       |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$928.00    |
| Refer              | 0              | BULLZEYE, INC           | -                        |       |             |
| Cash Payment       | E 001-620-6409 | JANITORIAL              | CH APRIL CLEANING        |       | \$574.00    |
| Invoice            |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$574.00    |
| Refer              | 0              | BULLZEYE, INC           | -                        |       |             |
| Cash Payment       | E 001-480-6511 | BLDG & GROUNDS OPE      | CEC APRIL CLEANING       |       | \$1,300.00  |
| Invoice            |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$1,300.00  |
| Refer              | 0              | CAPITAL SANITARY SUPPLY | -                        |       |             |
| Cash Payment       | E 001-480-6507 | OPERATING SUPPLIES      | SUPPLIES                 |       | \$479.93    |
| Invoice C405129    |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$479.93    |
| Refer              | 0              | CAPITAL SANITARY SUPPLY | -                        |       |             |
| Cash Payment       | E 001-480-6507 | OPERATING SUPPLIES      | SUPPLIES                 |       | \$89.25     |
| Invoice C405129A   |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$89.25     |
| Refer              | 0              | CATCH DES MOINES        | -                        |       |             |
| Cash Payment       | E 001-460-6421 | CULT SVCS - CONVENT     | APRIL HOTEL/MOTEL        |       | \$409.13    |
| Invoice 24249      |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$409.13    |
| Refer              | 0              | CLEARFLY                | Ck# 000234E 5/8/2025     |       |             |
| Cash Payment       | E 001-615-6373 | COMMUNICATIONS          | CELL SERVICE             |       | \$182.69    |
| Invoice INV706056  |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$182.69    |
| Refer              | 0              | CINTAS                  | -                        |       |             |
| Cash Payment       | E 001-480-6507 | OPERATING SUPPLIES      | SUPPLIES                 |       | \$70.55     |
| Invoice 5264501013 |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$70.55     |
| Refer              | 0              | CINTAS                  | -                        |       |             |
| Cash Payment       | E 110-210-6507 | OPERATING SUPPLIES      | SUPPLIES                 |       | \$77.93     |
| Invoice 5264501014 |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$77.93     |
| Refer              | 0              | CITY OF CLIVE           | -                        |       |             |
| Cash Payment       | E 001-160-6413 | CONTRIBUTIONS & PAY     | SHARED KNOX COST 2024    |       | \$329.00    |
| Invoice            |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$329.00    |
| Refer              | 0              | CITY OF WEST DES MOINES | -                        |       |             |
| Cash Payment       | E 001-110-6373 | COMMUNICATIONS          | WESTCOM MAY 2025 BILLING |       | \$12,663.41 |
| Invoice 2025-40100 |                |                         |                          |       |             |
| Transaction Date   | 5/8/2025       | CASH                    | 1110                     | Total | \$12,663.41 |
| Refer              | 0              | CRYSTAL CLEAR WATER CO. | -                        |       |             |



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| Cash Payment        | E 001-620-6506               | OFFICE SUPPLIES    | WATER                |       |  | \$9.99     |
| Invoice 731726      |                              |                    |                      |       |  |            |
| Transaction Date    | 5/8/2025                     | CASH               | 1110                 | Total |  | \$9.99     |
| Refer               | 0 DAIDA                      |                    | Ck# 000235E 5/8/2025 |       |  |            |
| Cash Payment        | E 001-110-6507               | OPERATING SUPPLIES | RADIX                |       |  | \$545.53   |
| Invoice 207290      |                              |                    |                      |       |  |            |
| Transaction Date    | 5/8/2025                     | CASH               | 1110                 | Total |  | \$545.53   |
| Refer               | 0 DENTONS DAVIS BROWN PC     |                    | -                    |       |  |            |
| Cash Payment        | E 001-640-6411               | LEGAL              | ATE LEGAL FEES       |       |  | \$750.00   |
| Invoice 1596602     |                              |                    |                      |       |  |            |
| Transaction Date    | 5/8/2025                     | CASH               | 1110                 | Total |  | \$750.00   |
| Refer               | 0 DES MOINES STEEL CO. INC.  |                    | -                    |       |  |            |
| Cash Payment        | E 110-210-6417               | STREET MAINTENANCE | SUPPLIES             |       |  | \$167.50   |
| Invoice 79501       |                              |                    |                      |       |  |            |
| Transaction Date    | 5/8/2025                     | CASH               | 1110                 | Total |  | \$167.50   |
| Refer               | 0 DES MOINES WATER WORKS     |                    | -                    |       |  |            |
| Cash Payment        | E 001-150-6371               | UTILITIES          | 1133 66TH ST         |       |  | \$59.75    |
| Invoice             |                              |                    |                      |       |  |            |
| Cash Payment        | E 001-480-6371               | UTILITIES          | 6800 SCHOOL ST       |       |  | \$13.97    |
| Invoice             |                              |                    |                      |       |  |            |
| Cash Payment        | E 001-620-6371               | UTILITIES          | 1145 66TH ST         |       |  | \$4.10     |
| Invoice             |                              |                    |                      |       |  |            |
| Transaction Date    | 5/8/2025                     | CASH               | 1110                 | Total |  | \$77.82    |
| Refer               | 0 ELECTRONIC ENG. CO.        |                    | -                    |       |  |            |
| Cash Payment        | E 350-110-6710               | AUTOMOTIVE EQUIPME | UNIT 32 UNMARKED VAN |       |  | \$5,899.94 |
| Invoice 445000551-1 |                              |                    |                      |       |  |            |
| Transaction Date    | 5/8/2025                     | CASH               | 1110                 | Total |  | \$5,899.94 |
| Refer               | 0 O'DONNELL ACE HICKMAN      |                    | -                    |       |  |            |
| Cash Payment        | E 001-480-6310               | BUILDING REPAIR    | SUPPLIES             |       |  | \$21.94    |
| Invoice 604816/6    |                              |                    |                      |       |  |            |
| Cash Payment        | E 001-430-6507               | OPERATING SUPPLIES | SUPPLIES             |       |  | \$20.14    |
| Invoice 604850/6    |                              |                    |                      |       |  |            |
| Transaction Date    | 5/8/2025                     | CASH               | 1110                 | Total |  | \$42.08    |
| Refer               | 0 HOME DEPOT CREDIT SERVICES |                    | -                    |       |  |            |
| Cash Payment        | E 001-480-6310               | BUILDING REPAIR    | SUPPLIES             |       |  | \$59.60    |
| Invoice 60051       |                              |                    |                      |       |  |            |
| Transaction Date    | 5/8/2025                     | CASH               | 1110                 | Total |  | \$59.60    |
| Refer               | 0 HOTT OFF THE PRESS         |                    | -                    |       |  |            |
| Cash Payment        | E 001-620-6374               | NEWSLETTERS        | APRIL NEWSLETTER     |       |  | \$1,698.58 |
| Invoice 35797       |                              |                    |                      |       |  |            |
| Transaction Date    | 5/8/2025                     | CASH               | 1110                 | Total |  | \$1,698.58 |
| Refer               | 0 IMAGE 360                  |                    | -                    |       |  |            |
| Cash Payment        | E 110-210-6417               | STREET MAINTENANCE | SIGNS                |       |  | \$574.72   |
| Invoice I-107644    |                              |                    |                      |       |  |            |
| Transaction Date    | 5/8/2025                     | CASH               | 1110                 | Total |  | \$574.72   |



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| Refer            | 0 INROADS LLC                      | -                                        |      |       |             |
| Cash Payment     | E 110-210-6417 STREET MAINTENANCE  | HOT MIX ASPHALT                          |      |       | \$80.25     |
| Invoice          | 2820                               |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$80.25     |
| Refer            | 0 INROADS LLC                      | -                                        |      |       |             |
| Cash Payment     | E 110-210-6417 STREET MAINTENANCE  | HOT MIX ASPHALT                          |      |       | \$118.50    |
| Invoice          | 2821                               |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$118.50    |
| Refer            | 0 IOWA ONE CALL                    | -                                        |      |       |             |
| Cash Payment     | E 740-865-6413 CONTRIBUTIONS & PAY | LINE LOCATES                             |      |       | \$108.60    |
| Invoice          | 270472                             |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$108.60    |
| Refer            | 0 IOWA SOLUTIONS INC               | -                                        |      |       |             |
| Cash Payment     | E 001-615-6419 TECHNOLOGY SERVIC   | IT SERVICES                              |      |       | \$3,853.00  |
| Invoice          | 93192                              |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$3,853.00  |
| Refer            | 0 IOWA SOLUTIONS INC               | -                                        |      |       |             |
| Cash Payment     | E 001-615-6419 TECHNOLOGY SERVIC   | IT SERVICES                              |      |       | \$2,034.00  |
| Invoice          | 93471                              |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$2,034.00  |
| Refer            | 0 IOWA SOLUTIONS INC               | -                                        |      |       |             |
| Cash Payment     | E 001-615-6419 TECHNOLOGY SERVIC   | IT SERVICES                              |      |       | \$489.77    |
| Invoice          | 93541                              |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$489.77    |
| Refer            | 0 IOWA STATE UNIVERSITY            | -                                        |      |       |             |
| Cash Payment     | E 110-210-6230 TRAINING            | INSTITUTE FOR TRAN EVENT<br>REGISTRATION |      |       | \$50.00     |
| Invoice          |                                    |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$50.00     |
| Refer            | 0 JC MIDWEST SERVICES LLC          | -                                        |      |       |             |
| Cash Payment     | E 740-865-6765 STORM DRAINAGE CAP  | TREE DISPOSAL                            |      |       | \$2,625.00  |
| Invoice          | 10086                              |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$2,625.00  |
| Refer            | 0 JONES, BRIAN                     | -                                        |      |       |             |
| Cash Payment     | E 001-150-6180 ALLOWANCES          | CLOTHING ALLOWANCE                       |      |       | \$181.90    |
| Invoice          |                                    |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$181.90    |
| Refer            | 0 KEEN PROJECT SOLUTIONS, LLC      | -                                        |      |       |             |
| Cash Payment     | E 110-210-6310 BUILDING REPAIR     | PW STRUCTURAL COLUMN REPAIRS             |      |       | \$14,867.00 |
| Invoice          | 2504201                            |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$14,867.00 |
| Refer            | 0 LASHIER GRAPHICS & SIGNS         | -                                        |      |       |             |
| Cash Payment     | E 303-430-6760 CAP OUTLAY          | SIGNS FOR PARK                           |      |       | \$300.00    |
| Invoice          | 32146                              |                                          |      |       |             |
| Transaction Date | 5/8/2025                           | CASH                                     | 1110 | Total | \$300.00    |



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| Refer            | 0              | LOGAN CONTRACTORS SUPPLY    | -                    |       |  |             |
| Cash Payment     | E 110-210-6417 | STREET MAINTENANCE SUPPLIES |                      |       |  | \$1,995.00  |
| Invoice          | E87360         |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$1,995.00  |
| Refer            | 0              | MERCY ONE CLIVE PHARMACY    | -                    |       |  |             |
| Cash Payment     | E 001-160-6498 | MEDICAL SUPPLIES            | MEDICATIONS          |       |  | \$145.85    |
| Invoice          |                |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$145.85    |
| Refer            | 0              | MERCY ONE CLIVE PHARMACY    | -                    |       |  |             |
| Cash Payment     | E 001-160-6498 | MEDICAL SUPPLIES            | MEDICATIONS          |       |  | \$155.99    |
| Invoice          |                |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$155.99    |
| Refer            | 0              | MENARDS                     | -                    |       |  |             |
| Cash Payment     | E 001-430-6511 | BLDG & GROUNDS OPE          | SUPPLIES             |       |  | \$540.96    |
| Invoice          | 5276           |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$540.96    |
| Refer            | 0              | MENARDS                     | -                    |       |  |             |
| Cash Payment     | E 740-865-6507 | OPERATING SUPPLIES          | SUPPLIES             |       |  | \$302.34    |
| Invoice          | 5503           |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$302.34    |
| Refer            | 0              | MENARDS                     | -                    |       |  |             |
| Cash Payment     | E 001-430-6511 | BLDG & GROUNDS OPE          | SUPPLIES             |       |  | \$193.92    |
| Invoice          | 1965           |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$193.92    |
| Refer            | 0              | METRO WASTE AUTHORITY       | -                    |       |  |             |
| Cash Payment     | E 670-840-6413 | CONTRIBUTIONS & PAY         | GARBAGE FEE          |       |  | \$22,228.97 |
| Invoice          | 70029483       |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$22,228.97 |
| Refer            | 0              | METRO WASTE AUTHORITY       | -                    |       |  |             |
| Cash Payment     | E 670-840-6490 | OTHER PROF SERVICE          | CURB IT MONTHLY FEE  |       |  | \$9,182.90  |
| Invoice          | 70029482       |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$9,182.90  |
| Refer            | 0              | MED COMPASS MOBILE HEALTH   | -                    |       |  |             |
| Cash Payment     | E 112-160-6131 | PHYSICALS                   | PHYSICALS            |       |  | \$1,700.00  |
| Invoice          | 47361          |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$1,700.00  |
| Refer            | 0              | MIDAMERICAN ENERGY          | -                    |       |  |             |
| Cash Payment     | E 110-230-6371 | UTILITIES                   | 1151 65TH ST, UNIT 1 |       |  | \$63.66     |
| Invoice          | 565987893      |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$63.66     |
| Refer            | 0              | MIDAMERICAN ENERGY          | -                    |       |  |             |
| Cash Payment     | E 110-230-6371 | UTILITIES                   | 1145 73RD ST LIGHT   |       |  | \$34.22     |
| Invoice          | 565990350      |                             |                      |       |  |             |
| Transaction Date | 5/8/2025       | CASH                        | 1110                 | Total |  | \$34.22     |
| Refer            | 0              | NAPA AUTO PARTS             | -                    |       |  |             |



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| Cash Payment       | E 110-210-6507 | OPERATING SUPPLIES       | SUPPLIES                      |       |  |  | \$84.78    |
| Invoice 668191     |                |                          |                               |       |  |  |            |
| Transaction Date   | 5/8/2025       | CASH                     | 1110                          | Total |  |  | \$84.78    |
| Refer              | 0              | NEBRASKA AIR FILTER, INC | -                             |       |  |  |            |
| Cash Payment       | E 001-480-6507 | OPERATING SUPPLIES       | FILTERS                       |       |  |  | \$216.72   |
| Invoice 8563       |                |                          |                               |       |  |  |            |
| Transaction Date   | 5/8/2025       | CASH                     | 1110                          | Total |  |  | \$216.72   |
| Refer              | 0              | OPG-3, INC               | -                             |       |  |  |            |
| Cash Payment       | E 001-620-6419 | TECHNOLOGY SERVIC        | LASERFICHE ANNUAL LICENSE     |       |  |  | \$3,255.00 |
| Invoice 8797       |                |                          |                               |       |  |  |            |
| Transaction Date   | 5/8/2025       | CASH                     | 1110                          | Total |  |  | \$3,255.00 |
| Refer              | 0              | OPN ARCHITECTS           | -                             |       |  |  |            |
| Cash Payment       | E 001-620-6490 | OTHER PROF SERVICE       | PROF SERVICES THROUGH 4/30/25 |       |  |  | \$1,392.50 |
| Invoice 25802000-3 |                |                          |                               |       |  |  |            |
| Transaction Date   | 5/8/2025       | CASH                     | 1110                          | Total |  |  | \$1,392.50 |
| Refer              | 0              | PREMIER AUTOMOTIVE       | -                             |       |  |  |            |
| Cash Payment       | E 001-110-6332 | REPAIR - VEHICLES & E    | CAR 36 OIL CHANGE             |       |  |  | \$37.33    |
| Invoice 9072132    |                |                          |                               |       |  |  |            |
| Transaction Date   | 5/8/2025       | CASH                     | 1110                          | Total |  |  | \$37.33    |
| Refer              | 0              | PREMIER AUTOMOTIVE       | -                             |       |  |  |            |
| Cash Payment       | E 001-110-6332 | REPAIR - VEHICLES & E    | CAR 23 OIL CHANGE             |       |  |  | \$37.33    |
| Invoice 9072150    |                |                          |                               |       |  |  |            |
| Transaction Date   | 5/8/2025       | CASH                     | 1110                          | Total |  |  | \$37.33    |
| Refer              | 0              | PREMIER AUTOMOTIVE       | -                             |       |  |  |            |
| Cash Payment       | E 001-110-6332 | REPAIR - VEHICLES & E    | CAR 25 OIL CHANGE             |       |  |  | \$37.33    |
| Invoice 9072166    |                |                          |                               |       |  |  |            |
| Transaction Date   | 5/8/2025       | CASH                     | 1110                          | Total |  |  | \$37.33    |
| Refer              | 0              | QUICK SUPPLY CO.         | -                             |       |  |  |            |
| Cash Payment       | E 322-210-6761 | CAP OUTLAY               | 73RD ST PROJECT               |       |  |  | \$156.90   |
| Invoice QSC206899  |                |                          |                               |       |  |  |            |
| Transaction Date   | 5/8/2025       | CASH                     | 1110                          | Total |  |  | \$156.90   |
| Refer              | 0              | QPS EMPLOYMENT GROUP     | -                             |       |  |  |            |
| Cash Payment       | E 001-620-6020 | SALARIES - PARTTIME      | HANKINS ALLIE 4/26/25         |       |  |  | \$460.80   |
| Invoice 0871161    |                |                          |                               |       |  |  |            |
| Transaction Date   | 5/8/2025       | CASH                     | 1110                          | Total |  |  | \$460.80   |
| Refer              | 0              | SAFE BUILDING COMPLIANCE | -                             |       |  |  |            |
| Cash Payment       | E 001-170-6407 | PROF FEES/ENGINEERI      | BUILDNG INSPECTIONS           |       |  |  | \$2,857.50 |
| Invoice 04092288   |                |                          |                               |       |  |  |            |
| Transaction Date   | 5/8/2025       | CASH                     | 1110                          | Total |  |  | \$2,857.50 |
| Refer              | 0              | SAM'S CLUB DIRECT        | -                             |       |  |  |            |
| Cash Payment       | E 001-150-6507 | OPERATING SUPPLIES       | SUPPLIES                      |       |  |  | \$95.94    |
| Invoice            |                |                          |                               |       |  |  |            |
| Cash Payment       | E 001-480-6507 | OPERATING SUPPLIES       | SUPPLIES                      |       |  |  | \$17.98    |
| Invoice            |                |                          |                               |       |  |  |            |



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| Cash Payment     | E 001-620-6506                 | OFFICE SUPPLIES    | SUPPLIES           |       | \$65.94    |
| Invoice          |                                |                    |                    |       |            |
| Transaction Date | 5/8/2025                       | CASH               | 1110               | Total | \$179.86   |
| Refer            | 0 SMITH'S SEWER SERVICE        | -                  |                    |       |            |
| Cash Payment     | E 740-865-6765                 | STORM DRAINAGE CAP | TELEVISE LINES     |       | \$393.75   |
| Invoice          | 471961                         |                    |                    |       |            |
| Transaction Date | 5/8/2025                       | CASH               | 1110               | Total | \$393.75   |
| Refer            | 0 SKERIES, SUSAN               | -                  |                    |       |            |
| Cash Payment     | E 001-470-6499                 | MISC/REFUNDS       | EARTH DAY SUPPLIES |       | \$30.21    |
| Invoice          |                                |                    |                    |       |            |
| Cash Payment     | E 001-470-6499                 | MISC/REFUNDS       | EARTH DAY SUPPLIES |       | \$18.20    |
| Invoice          |                                |                    |                    |       |            |
| Cash Payment     | E 001-470-6499                 | MISC/REFUNDS       | EARTH DAY SUPPLIES |       | \$41.66    |
| Invoice          |                                |                    |                    |       |            |
| Cash Payment     | E 001-470-6499                 | MISC/REFUNDS       | EARTH DAY SUPPLIES |       | \$102.21   |
| Invoice          |                                |                    |                    |       |            |
| Transaction Date | 5/8/2025                       | CASH               | 1110               | Total | \$192.28   |
| Refer            | 0 STANDARD INSURANCE COMPAN    | -                  |                    |       |            |
| Cash Payment     | E 112-110-6150                 | INSURANCE          | INSURANCE          |       | \$1,256.07 |
| Invoice          |                                |                    |                    |       |            |
| Cash Payment     | E 112-620-6150                 | INSURANCE          | INSURANCE          |       | \$364.77   |
| Invoice          |                                |                    |                    |       |            |
| Cash Payment     | E 112-150-6150                 | INSURANCE          | INSURANCE          |       | \$427.45   |
| Invoice          |                                |                    |                    |       |            |
| Cash Payment     | E 112-210-6150                 | INSURANCE          | INSURANCE          |       | \$531.18   |
| Invoice          |                                |                    |                    |       |            |
| Transaction Date | 5/8/2025                       | CASH               | 1110               | Total | \$2,579.47 |
| Refer            | 0 STAPLES                      | -                  |                    |       |            |
| Cash Payment     | E 001-110-6506                 | OFFICE SUPPLIES    | OFFICE SUPPLIES    |       | \$85.98    |
| Invoice          | 6030507457                     |                    |                    |       |            |
| Transaction Date | 5/8/2025                       | CASH               | 1110               | Total | \$85.98    |
| Refer            | 0 THE SHREDDER                 | -                  |                    |       |            |
| Cash Payment     | E 001-110-6507                 | OPERATING SUPPLIES | SHREDDING SERVICE  |       | \$45.00    |
| Invoice          | 280673                         |                    |                    |       |            |
| Transaction Date | 5/8/2025                       | CASH               | 1110               | Total | \$45.00    |
| Refer            | 0 TRANSUNION RISK & ALTERNATIV | -                  |                    |       |            |
| Cash Payment     | E 001-110-6507                 | OPERATING SUPPLIES | MONTHLY SERVICE    |       | \$75.00    |
| Invoice          |                                |                    |                    |       |            |
| Transaction Date | 5/8/2025                       | CASH               | 1110               | Total | \$75.00    |
| Refer            | 0 UNIVERSITY DM ACE HARDWARE   | -                  |                    |       |            |
| Cash Payment     | E 001-480-6310                 | BUILDING REPAIR    | SUPPLIES           |       | \$14.98    |
| Invoice          |                                |                    |                    |       |            |
| Cash Payment     | E 001-430-6507                 | OPERATING SUPPLIES | SUPPLIES           |       | \$69.06    |
| Invoice          |                                |                    |                    |       |            |
| Cash Payment     | E 001-430-6507                 | OPERATING SUPPLIES | SUPPLIES           |       | \$2.00     |
| Invoice          |                                |                    |                    |       |            |



# CITY OF WINDSOR HEIGHTS

## Payments

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Current Period: May 24-25

|                  |                |                            |                      |       |          |
|------------------|----------------|----------------------------|----------------------|-------|----------|
| Cash Payment     | E 001-430-6332 | REPAIR - VEHICLES & E      | SUPPLIES             |       | \$38.69  |
| Invoice          |                |                            |                      |       |          |
| Cash Payment     | E 110-250-6332 | REPAIR - VEHICLES & E      | SUPPLIES             |       | \$47.68  |
| Invoice          |                |                            |                      |       |          |
| Transaction Date | 5/8/2025       | CASH                       | 1110                 | Total | \$172.41 |
| Refer            | 0              | UNIVERSITY WEST PET CLINIC | -                    |       |          |
| Cash Payment     | E 001-150-6505 | DOG EXPENSES               | EMBER VET FEE        |       | \$442.40 |
| Invoice          | 512083         |                            |                      |       |          |
| Cash Payment     | E 001-150-6505 | DOG EXPENSES               | EMBER URINALYSIS     |       | \$63.00  |
| Invoice          | 511475         |                            |                      |       |          |
| Transaction Date | 5/8/2025       | CASH                       | 1110                 | Total | \$505.40 |
| Refer            | 0              | VAN WALL EQUIPMENT         | -                    |       |          |
| Cash Payment     | E 001-430-6332 | REPAIR - VEHICLES & E      | SUPPLIES             |       | \$29.62  |
| Invoice          | 6542726        |                            |                      |       |          |
| Transaction Date | 5/8/2025       | CASH                       | 1110                 | Total | \$29.62  |
| Refer            | 0              | VERIZON WIRELESS           | Ck# 000236E 5/8/2025 |       |          |
| Cash Payment     | E 001-110-6373 | COMMUNICATIONS             | CELL PHONES          |       | \$40.01  |
| Invoice          | 6111546114     |                            |                      |       |          |
| Cash Payment     | E 001-160-6373 | COMMUNICATIONS             | CELL PHONES          |       | \$66.49  |
| Invoice          | 6111546114     |                            |                      |       |          |
| Cash Payment     | E 001-110-6373 | COMMUNICATIONS             | CELL PHONES          |       | \$41.47  |
| Invoice          | 6111546114     |                            |                      |       |          |
| Cash Payment     | E 001-480-6373 | COMMUNICATIONS             | CELL PHONES          |       | \$24.37  |
| Invoice          | 6111546114     |                            |                      |       |          |
| Cash Payment     | E 110-210-6373 | COMMUNICATIONS             | CELL PHONES          |       | \$60.06  |
| Invoice          | 6111546114     |                            |                      |       |          |
| Cash Payment     | E 110-210-6373 | COMMUNICATIONS             | CELL PHONES          |       | \$20.02  |
| Invoice          | 6111546114     |                            |                      |       |          |
| Cash Payment     | E 110-210-6373 | COMMUNICATIONS             | CELL PHONES          |       | \$40.04  |
| Invoice          | 6111546114     |                            |                      |       |          |
| Transaction Date | 5/8/2025       | CASH                       | 1110                 | Total | \$292.46 |
| Refer            | 0              | WEST DES MOINES TRUE VALUE | -                    |       |          |
| Cash Payment     | E 001-480-6310 | BUILDING REPAIR            | SUPPLIES             |       | \$8.81   |
| Invoice          |                |                            |                      |       |          |
| Cash Payment     | E 001-480-6310 | BUILDING REPAIR            | SUPPLIES             |       | \$22.02  |
| Invoice          |                |                            |                      |       |          |
| Cash Payment     | E 110-210-6310 | BUILDING REPAIR            | SUPPLIES             |       | \$42.26  |
| Invoice          |                |                            |                      |       |          |
| Cash Payment     | E 001-430-6507 | OPERATING SUPPLIES         | SUPPLIES             |       | \$4.94   |
| Invoice          |                |                            |                      |       |          |
| Cash Payment     | E 001-430-6507 | OPERATING SUPPLIES         | SUPPLIES             |       | \$14.63  |
| Invoice          |                |                            |                      |       |          |
| Cash Payment     | E 001-150-6332 | REPAIR - VEHICLES & E      | SUPPLIES             |       | \$43.49  |
| Invoice          |                |                            |                      |       |          |
| Cash Payment     | E 001-430-6507 | OPERATING SUPPLIES         | SUPPLIES             |       | \$49.45  |
| Invoice          |                |                            |                      |       |          |
| Cash Payment     | E 001-430-6507 | OPERATING SUPPLIES         | SUPPLIES             |       | \$23.38  |
| Invoice          |                |                            |                      |       |          |





# CITY OF WINDSOR HEIGHTS

## Payments

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|                  |                                   |          |      |       |          |
|------------------|-----------------------------------|----------|------|-------|----------|
| Cash Payment     | E 001-430-6507 OPERATING SUPPLIES | SUPPLIES |      |       | \$41.37  |
| Invoice          |                                   |          |      |       |          |
| Cash Payment     | E 001-430-6507 OPERATING SUPPLIES | SUPPLIES |      |       | \$12.59  |
| Invoice          |                                   |          |      |       |          |
| Cash Payment     | E 001-430-6507 OPERATING SUPPLIES | SUPPLIES |      |       | \$34.06  |
| Invoice          |                                   |          |      |       |          |
| Transaction Date | 5/8/2025                          | CASH     | 1110 | Total | \$297.00 |

### Fund Summary

1110 CASH

|                              |              |
|------------------------------|--------------|
| 001 GENERAL                  | \$40,636.32  |
| 110 ROAD USE TAX             | \$20,188.82  |
| 112 EMPLOYEE BENEFITS        | \$4,279.47   |
| 303 COLBY PARK               | \$3,945.00   |
| 321 WALNUT CREEK STREAM PROJ | \$11,838.00  |
| 322 73RD STREET              | \$6,299.73   |
| 350 EQUIPMENT REVOLVING FUND | \$5,899.94   |
| 670 GARBAGE/RECYCLING        | \$31,411.87  |
| 740 STORM WATER              | \$7,179.69   |
|                              | <hr/>        |
|                              | \$131,678.84 |

|                                        |              |
|----------------------------------------|--------------|
| Pre-Written Checks                     | \$1,500.38   |
| Checks to be Generated by the Computer | \$130,178.46 |
| Total                                  | <hr/>        |
|                                        | \$131,678.84 |



**STAFF REPORT  
CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 68th Street Improvements Project Pay Request 1

**GENERAL INFORMATION**

**ATTACHMENTS**

1. LTR-68th Street-Pay App 1
2. 68th St. Pay App 1



**BOLTON  
& MENK**

Real People. Real Solutions.

430 E Grand Avenue  
Suite 101  
Des Moines, IA 50309

Ph: (515) 259-9190  
Fax: (515) 233-4430  
Bolton-Menk.com

May 15, 2025

Mr. Adam Plagge  
City Administrator  
City of Windsor Heights, Iowa

RE: 68<sup>th</sup> Street Improvements Project  
Pay Request 1

Dear Mr. Plagge:

Submitted for your approval is Pay Request 1 for the above-mentioned project. Pay Request 1 is for a total payment of \$172,207.92. The total payments to date: \$0. Please see Pay Request 1 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Request 1. Upon approval of Pay Request 1, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office and one executed copy of the pay request to Shekar Engineering, P.L.C. with payment.

Please let me know if you have any questions.

Sincerely,

**Bolton & Menk, Inc.**

**Justin Ernst, PE**  
Municipal Assistant Practice Leader, Principal



# City of Windsor Heights - Iowa

## Detailed Payment

### 68th Street Improvements

|                        |                               |
|------------------------|-------------------------------|
| Description            | Reconstruction of 68th Street |
| Payment Number         | 1                             |
| Pay Period             | 02/28/2025 to 04/30/2025      |
| Prime Contractor       | SHEKAR ENGINEERING, PLC       |
| Payment Status         | Pending                       |
| Awarded Project Amount | \$1,878,164.17                |
| Authorized Amount      | \$1,880,574.49                |

| Line Number                           | Item ID  | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------|----------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| Section: 0001 - Base Bid - Quantities |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0001                                  | 2010-C   | LS   | \$10,237.500 | 1.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$10,237.50            | \$10,237.50               |
| CLEARING AND GRUBBING                 |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0002                                  | 2010-D-1 | CY   | \$10.200     | 948.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TOPSOIL, ON-SITE                      |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0003                                  | 2010-E   | CY   | \$15.300     | 2,606.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| EXCAVATION, CLASS 10                  |          |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                 | Item ID  | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------------|----------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0004                                        | 2010-F   | CY   | \$20.400   | 795.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| BELOW GRADE EXCAVATION (CORE OUT)           |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0005                                        | 2010-G   | SY   | \$1.020    | 7,950.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBGRADE PREPARATION                        |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0006                                        | 2010-I   | SY   | \$2.040    | 795.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBGRADE TREATMENT, GEOGRID, TYPE 2         |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0007                                        | 2010-J   | SY   | \$16.830   | 7,950.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBBASE, MODIFIED, 8 INCHES                 |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0008                                        | 3010-D   | CY   | \$81.600   | 100.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0009                                        | 4020-A-1 | LF   | \$44.280   | 12.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, PP, 8 INCH           |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0010                                        | 4020-A-1 | LF   | \$46.890   | 1,550.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, 15 INCH              |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0011                                        | 4020-A-1 | LF   | \$83.040   | 27.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, 18 INCH              |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0012                                        | 4020-A-1 | LF   | \$151.470  | 47.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, 36 INCH              |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0013                                        | 4020-A-1 | LF   | \$232.490  | 50.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, RCP, 37" X 23" ARCH  |          |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                     | Item ID     | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------------------------------------|-------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0014                                                            | 4020-D      | LF   | \$9.930     | 348.000             | 20.000                | 0.000                  | 20.000                      | 20.000                        | \$198.60               | \$198.60                  |
| REMOVAL OF STORM SEWER, LESS THAN 36 INCH                       |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0015                                                            | 4040-A      | LF   | \$14.520    | 3,330.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBDRAIN, PERFORATED HDPE, 6 INCH                               |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0016                                                            | 4040-C-1    | EA   | \$501.030   | 16.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH                             |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0017                                                            | 4040-D-1    | EA   | \$475.310   | 14.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6 INCH                   |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0018                                                            | 4050-H-1    | EA   | \$5,397.010 | 3.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$5,397.01             | \$5,397.01                |
| SPOT REPAIRS BY PIPE REPLACEMENT, PVC, 4 INCH                   |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0019                                                            | SPEC. PROV. | LF   | \$790.910   | 10.000              | 8.000                 | 0.000                  | 8.000                       | 8.000                         | \$6,327.28             | \$6,327.28                |
| WATER MAIN, TRENCHED, PVC C900 (DR 18), 6 INCH WITH TRACER WIRE |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0020                                                            | SPEC. PROV. | LF   | \$50.630    | 1,880.000           | 718.000               | 0.000                  | 718.000                     | 718.000                       | \$36,352.34            | \$36,352.34               |
| WATER MAIN, TRENCHED, PVC C900 (DR 18), 8 INCH WITH TRACER WIRE |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0021                                                            | SPEC. PROV. | LB   | \$8.580     | 1,779.000           | 802.000               | 0.000                  | 802.000                     | 802.000                       | \$6,881.16             | \$6,881.16                |
| FITTING BY WEIGHT, DUCTILE IRON                                 |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0022                                                            | SPEC. PROV. | EA   | \$1,264.190 | 23.000              | 2.000                 | 0.000                  | 2.000                       | 2.000                         | \$2,528.38             | \$2,528.38                |
| WATER SERVICE TRANSFER, COPPER, 1 INCH , SAME SIDE              |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0023                                                            | SPEC. PROV. | EA   | \$2,022.360 | 26.000              | 2.000                 | 0.000                  | 2.000                       | 2.000                         | \$4,044.72             | \$4,044.72                |
| WATER SERVICE TRANSFER, COPPER, 1 INCH, OPPOSITE SIDE           |             |      |             |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                     | Item ID     | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-------------------------------------------------|-------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0024                                            | SPEC. PROV. | LF   | \$8.220     | 410.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER MAIN REMOVAL                              |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0025                                            | SPEC. PROV. | EA   | \$2,210.620 | 1.000               | 2.000                 | 0.000                  | 2.000                       | 2.000                         | \$4,421.24             | \$4,421.24                |
| VALVE, GATE, 6 INCH                             |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0026                                            | SPEC. PROV. | EA   | \$2,923.700 | 4.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$2,923.70             | \$2,923.70                |
| VALVE, GATE, 8 INCH                             |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0027                                            | SPEC. PROV. | EA   | \$7,946.350 | 5.000               | 2.000                 | 0.000                  | 2.000                       | 2.000                         | \$15,892.70            | \$15,892.70               |
| FIRE HYDRANT ASSEMBLY                           |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0028                                            | SPEC. PROV. | EA   | \$1,439.150 | 5.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$1,439.15             | \$1,439.15                |
| FLUSHING DEVICE (BLOW OFF), 4 INCH              |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0029                                            | SPEC. PROV. | EA   | \$727.440   | 5.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| FIRE HYDRANT ASSEMBLY REMOVAL                   |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0030                                            | SPEC. PROV. | EA   | \$92.130    | 3.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| VALVE BOX REMOVAL                               |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0031                                            | SPEC. PROV. | EA   | \$524.630   | 49.000              | 5.000                 | 0.000                  | 5.000                       | 5.000                         | \$2,623.15             | \$2,623.15                |
| TAP FEE, 1", REPLACE TAP FOR WATER SERVICE      |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0032                                            | SPEC. PROV. | EA   | \$2,228.390 | 3.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0033                                            | 6010-A      | EA   | \$6,546.880 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM MANHOLE, SW-401, 60 INCH                  |             |      |             |                     |                       |                        |                             |                               |                        |                           |

| Line Number                        | Item ID | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|------------------------------------|---------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0034                               | 6010-A  | EA   | \$8,531.000  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM MANHOLE, SW-401, 72 INCH     |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0035                               | 6010-B  | EA   | \$4,066.390  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-501                     |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0036                               | 6010-B  | EA   | \$5,673.030  | 12.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-505                     |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0037                               | 6010-B  | EA   | \$4,046.560  | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-507                     |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0038                               | 6010-B  | EA   | \$2,042.730  | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-512                     |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0039                               | 6010-B  | EA   | \$11,693.510 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-516, MODIFIED           |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0040                               | 6010-E  | EA   | \$2,002.560  | 5.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SANITARY MANHOLE ADJUSTMENT, MINOR |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0041                               | 6010-E  | EA   | \$1,458.720  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM MANHOLE ADJUSTMENT, MINOR    |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0042                               | 6010-F  | EA   | \$3,385.790  | 3.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SANITARY MANHOLE ADJUSTMENT, MAJOR |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0043                               | 6010-G  | EA   | \$784.810    | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CONNECTION TO EXISTING MANHOLE     |         |      |              |                     |                       |                        |                             |                               |                        |                           |



| Line Number                       | Item ID    | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------|------------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0044                              | 6010-H     | EA   | \$889.920  | 9.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$889.92               | \$889.92                  |
| REMOVE INTAKE                     |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0045                              | 7010-A     | SY   | \$57.260   | 6,100.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAVEMENT, PCC, 7 INCH             |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0046                              | 7010-A     | SY   | \$123.170  | 200.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAVEMENT, PCC, 10 INCH            |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0047                              | 7010-999-A | LF   | \$1.020    | 12,350.000          | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| JOINT PREVENTATIVE SEALANT        |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0048                              | 7010-N     | SY   | \$5.250    | 1,800.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| COLD WEATHER PROTECTION           |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0049                              | 7030-A-1   | SY   | \$10.200   | 100.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF SIDEWALK               |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0050                              | 7030-A-3   | SY   | \$10.200   | 1,190.000           | 463.300               | 0.000                  | 463.300                     | 463.300                       | \$4,725.66             | \$4,725.66                |
| REMOVAL OF DRIVEWAY               |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0051                              | 7030-E     | SY   | \$45.900   | 820.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SIDEWALK, PCC, 4 INCH             |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0052                              | 7030-E     | SY   | \$66.300   | 10.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SIDEWALK, PCC, 4 INCH, REINFORCED |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0053                              | 7030-E     | SY   | \$56.100   | 130.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SIDEWALK, PCC, 6 INCH             |            |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                      | Item ID  | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|--------------------------------------------------|----------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0054                                             | 7030-G   | SY   | \$51.000     | 96.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| DETECTABLE WARNING                               |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0055                                             | 7030-H-1 | SY   | \$59.670     | 1,020.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| DRIVEWAY, PAVED, PCC, 6 INCH                     |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0056                                             | 7030-H-3 | TON  | \$45.900     | 50.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TEMPORARY GRANULAR SURFACING, CLASS A ROAD STONE |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0057                                             | 7040-H   | SY   | \$12.140     | 5,630.000           | 2,250.300             | 0.000                  | 2,250.300                   | 2,250.300                     | \$27,318.64            | \$27,318.64               |
| PAVEMENT REMOVAL                                 |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0058                                             | 8020-C   | STA  | \$1,785.000  | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAINTED PAVEMENT MARKINGS, DURABLE               |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0059                                             | 8020-M   | STA  | \$918.000    | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| GROOVES CUT FOR PAVEMENT MARKINGS                |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0060                                             | 8030-A   | LS   | \$13,158.000 | 1.000               | 0.100                 | 0.000                  | 0.100                       | 0.100                         | \$1,315.80             | \$1,315.80                |
| TEMPORARY TRAFFIC CONTROL                        |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0061                                             | 8040-A   | EA   | \$153.000    | 13.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TRAFFIC SIGNS, TYPE A                            |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0062                                             | 8040-D   | EA   | \$204.000    | 13.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PERFORATED SQUARE STEEL TUBE POSTS               |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0063                                             | 9010-D   | MGAL | \$71.400     | 93.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATERING                                         |          |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                     | Item ID  | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-------------------------------------------------|----------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0064                                            | 9020-A   | SQ   | \$66.300    | 350.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SOD                                             |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0065                                            | 9030-B   | EA   | \$408.000   | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PLANTS WITH WARRANTY, ORNAMENTAL TREE           |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0066                                            | 9030-B   | EA   | \$464.100   | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PLANTS WITH WARRANTY, DECIDUOUS TREE            |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0067                                            | 9040-A-1 | LS   | \$1,530.000 | 1.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$1,530.00             | \$1,530.00                |
| SWPPP PREPARATION                               |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0068                                            | 9040-A-2 | LS   | \$3,468.000 | 1.000               | 0.100                 | 0.000                  | 0.100                       | 0.100                         | \$346.80               | \$346.80                  |
| SWPPP MANAGEMENT                                |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0069                                            | 9040-D-1 | LF   | \$1.730     | 6,000.000           | 160.000               | 0.000                  | 160.000                     | 160.000                       | \$276.80               | \$276.80                  |
| FILTER SOCK, 9 INCH                             |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0070                                            | 9040-O-1 | SY   | \$10.200    | 300.000             | 100.000               | 0.000                  | 100.000                     | 100.000                       | \$1,020.00             | \$1,020.00                |
| STABILIZED CONSTRUCTION ENTRANCE                |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0071                                            | 9040-Q-2 | AC   | \$1,489.200 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| EROSION CONTROL MULCHING, HYDRO MULCHING        |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0072                                            | 9040-T-1 | EA   | \$102.000   | 31.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INLET PROTECTION DEVICE, MAINTENCE, AND REMOVAL |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0073                                            | 9070-A   | SF   | \$49.980    | 160.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MODULAR BLOCK RETAINING WALL                    |          |      |             |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                             | Item ID      | Unit | Unit Price    | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
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| 0074                                                                    | 11020-A      | LS   | \$109,882.500 | 1.000               | 0.250                 | 0.000                  | 0.250                       | 0.250                         | \$27,470.63            | \$27,470.63               |
| MOBILIZATION                                                            |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0075                                                                    | 9040-D-1     | LS   | \$4,725.000   | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MAINTENANCE OF POSTAL SERVICE                                           |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0076                                                                    | 9040-O-1     | LS   | \$5,250.000   | 1.000               | 0.100                 | 0.000                  | 0.100                       | 0.100                         | \$525.00               | \$525.00                  |
| MAINTENANCE OF SOLID WASTE COLLECTION                                   |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0077                                                                    | 9040-Q-2     | LS   | \$3,150.000   | 1.000               | 0.600                 | 0.000                  | 0.600                       | 0.600                         | \$1,890.00             | \$1,890.00                |
| TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS                                 |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0078                                                                    | 11030-A      | LS   | \$3,672.000   | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CONCRETE WASHOUT                                                        |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 8010                                                                    | 2599-9999010 | LS   | \$2,410.320   | 1.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$2,410.32             | \$2,410.32                |
| ('LUMP SUM' ITEM): Water Main Casing Pipe - School Street & 68th Street |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                                                         |              |      |               |                     |                       |                        |                             |                               | \$168,986.50           | \$168,986.50              |
| Section: 0002 - Alternate A - Quantities                                |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| A1                                                                      | 2010-C       | LS   | \$12,285.000  | 1.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$12,285.00            | \$12,285.00               |
| CLEARING AND GRUBBING                                                   |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| A2                                                                      | 2010-D-1     | CY   | \$10.200      | 156.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TOPSOIL, ON-SITE                                                        |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| A3                                                                      | 2010-E       | CY   | \$15.300      | 309.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| EXCAVATION, CLASS 10                                                    |              |      |               |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                 | Item ID  | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------------|----------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| A4                                          | 2010-F   | CY   | \$20.400   | 102.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| BELOW GRADE EXCAVATION (CORE OUT)           |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A5                                          | 2010-G   | SY   | \$1.020    | 1,020.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBGRADE PREPARATION                        |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A6                                          | 2010-I   | SY   | \$2.040    | 102.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBGRADE TREATMENT, GEOGRID, TYPE 2         |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A7                                          | 2010-J   | SY   | \$16.830   | 1,020.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBBASE, MODIFIED, 8 INCHES                 |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A8                                          | 3010-D   | CY   | \$81.600   | 30.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A9                                          | 4020-A-1 | LF   | \$109.720  | 145.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, 36 INCH              |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A10                                         | 4020-A-1 | LF   | \$237.760  | 132.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, RCP, 44" X 27" ARCH  |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A11                                         | 4020-D   | LF   | \$10.060   | 275.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF STORM SEWER, LESS THAN 36 INCH   |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A12                                         | 4040-A   | LF   | \$13.950   | 524.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBDRAIN, PERFORATED HDPE, 6 INCH           |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A13                                         | 4040-C-1 | EA   | \$500.960  | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH         |          |      |            |                     |                       |                        |                             |                               |                        |                           |

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|-----------------------------------------------------------------|-------------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| A14                                                             | 4040-D-1    | EA   | \$475.210    | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6 INCH                   |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A15                                                             | SPEC. PROV. | LF   | \$36.260     | 260.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER MAIN, TRENCHED, PVC C900 (DR 18), 8 INCH WITH TRACER WIRE |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A16                                                             | SPEC. PROV. | LB   | \$9.640      | 76.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| FITTING BY WEIGHT, DUCTILE IRON                                 |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A17                                                             | SPEC. PROV. | LF   | \$8.250      | 40.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER MAIN REMOVAL                                              |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A18                                                             | 6010-A      | EA   | \$8,088.270  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM MANHOLE, SW-401, 72 INCH                                  |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A19                                                             | 6010-B      | EA   | \$12,150.330 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-516, MODIFIED                                        |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A20                                                             | 6010-E      | EA   | \$1,261.680  | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE ADJUSTMENT, MINOR                                        |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A21                                                             | 6010-H      | EA   | \$917.530    | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVE INTAKE                                                   |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A22                                                             | 7010-A      | SY   | \$57.260     | 800.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAVEMENT, PCC, 7 INCH                                           |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A23                                                             | 7010-999-A  | LF   | \$1.020      | 1,804.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| JOINT PREVENTATIVE SEALANT                                      |             |      |              |                     |                       |                        |                             |                               |                        |                           |

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| A24                                              | 7030-A-1 | SY   | \$10.200   | 10.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF SIDEWALK                              |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A25                                              | 7030-A-3 | SY   | \$10.200   | 110.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF DRIVEWAY                              |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A26                                              | 7030-E   | SY   | \$45.900   | 150.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SIDEWALK, PCC, 4 INCH                            |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A27                                              | 7030-E   | SY   | \$56.100   | 10.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SIDEWALK, PCC, 6 INCH                            |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A28                                              | 7030-G   | SF   | \$51.000   | 20.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| DETECTABLE WARNING                               |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A29                                              | 7030-H-1 | SY   | \$61.200   | 110.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| DRIVEWAY, PAVED, PCC, 6 INCH                     |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A30                                              | 7030-H-3 | TON  | \$45.900   | 50.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TEMPORARY GRANULAR SURFACING, CLASS A ROAD STONE |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A31                                              | 7040-H   | SY   | \$10.200   | 770.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAVEMENT REMOVAL                                 |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A32                                              | 8040-A   | EA   | \$459.000  | 3.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TRAFFIC SIGNS, TYPE A                            |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A33                                              | 8040-D   | EA   | \$408.000  | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PERFORATED SQUARE STEEL TUBE POSTS               |          |      |            |                     |                       |                        |                             |                               |                        |                           |

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| A34                                                                         | 9010-D   | MGAL | \$71.400    | 14.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATERING                                                                    |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A35                                                                         | 9020-A   | SQ   | \$66.300    | 50.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SOD                                                                         |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A36                                                                         | 9040-D-1 | LF   | \$1.730     | 840.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| FILTER SOCK, 9 INCH                                                         |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A37                                                                         | 9040-T-1 | EA   | \$122.400   | 4.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INLET PROTECTION DEVICE, MAINTENCE, AND REMOVAL                             |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A38                                                                         | 9060-D   | LF   | \$57.750    | 80.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL AND REINSTALLATION OF EXISTING FENCE, CHAIN LINK FENCE, RESIDENTIAL |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A39                                                                         | 11040-A  | LS   | \$1,890.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS                                     |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A40                                                                         | 11050-A  | LS   | \$3,672.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CONCRETE WASHOUT                                                            |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                                                             |          |      |             |                     |                       |                        |                             |                               | \$12,285.00            | \$12,285.00               |
| Total Payments:                                                             |          |      |             |                     |                       |                        |                             |                               | \$181,271.50           | \$181,271.50              |



Time Charges

| Time Limit                                            | Original<br>Deadline | Authorized<br>Deadline | Charges<br>This Period | Damages<br>This Period | Days Completed<br>To Date | Days Remaining<br>To Date | Damages<br>To Date |
|-------------------------------------------------------|----------------------|------------------------|------------------------|------------------------|---------------------------|---------------------------|--------------------|
| Final Completion - Liquidated Damages \$500/Day       | 05/29/2026           | 05/29/2026             | N/A                    | \$0.00                 | N/A                       | 394.0 Days                | \$0.00             |
| Substantial Completion - Liquidated Damages \$500/Day | 11/21/2025           | 11/21/2025             | N/A                    | \$0.00                 | N/A                       | 205.0 Days                | \$0.00             |
| Total Damages:                                        |                      |                        |                        |                        |                           |                           | \$0.00             |

Summary

|                                |              |                                |              |
|--------------------------------|--------------|--------------------------------|--------------|
| Current Approved Work:         | \$181,271.50 | Approved Work To Date:         | \$181,271.50 |
| Current Stockpile Advancement: | \$0.00       | Stockpile Advancement To Date: | \$0.00       |
| Current Stockpile Recovery:    | \$0.00       | Stockpile Recovery To Date:    | \$0.00       |
| Current Retainage:             | \$9,063.58   | Retainage To Date:             | \$9,063.58   |
| Current Retainage Released:    | \$0.00       | Retainage Released To Date:    | \$0.00       |
| Current Liquidated Damages:    | \$0.00       | Liquidated Damages To Date:    | \$0.00       |
| Current Adjustment:            | \$0.00       | Adjustments To Date:           | \$0.00       |
| Current Payment:               | \$172,207.92 | Payments To Date:              | \$172,207.92 |
| Previous Payment:              | \$0.00       | Previous Payments To Date:     | \$0.00       |

SIGNATURE LINE FOR PAYMENT REPORTS

ENGINEER'S CERTIFICATION:

In accordance with the Contract Documents, based on on-site observations and the data comprising this Payment Application, the Construction Project Manager certifies to the City of Windsor Heights that to the best of the Construction Project Manager's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of Amount Certified.

AMOUNT CERTIFIED: \$ 172,207.92

Signed by: Justin Ernst Date: May 14, 2025

CONTRACTOR'S CERTIFICATION:

Contractor certifies that to the best of Contractor's knowledge, information and belief, the Work covered by this Payment Application has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for Work for which payments were issued and payments received from the City of Windsor Heights, and that the current payment applied herein is now due.

Signed by: Chandra Shekar Date: May 15, 2025

CITY OF WINDSOR HEIGHTS REVIEW / APPROVAL:

By: Date:



**STAFF REPORT  
CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 10

**GENERAL INFORMATION**

**ATTACHMENTS**

1. LTR-73rd Street-Pay App 10
2. payment\_10\_20250502



**BOLTON  
& MENK**

Real People. Real Solutions.

430 E Grand Avenue  
Suite 101  
Des Moines, IA 50309

Ph: (515) 259-9190  
Fax: (515) 233-4430  
Bolton-Menk.com

May 12, 2025

Mr. Adam Plagge  
City Administrator  
City of Windsor Heights, Iowa

RE: 73<sup>rd</sup> Street Phase 1  
STP-U-8477(615)—70-77  
Pay Request 10

Dear Mr. Plagge:

Submitted for your approval is Pay Request 10 for the above-mentioned project. Pay Request 10 is for a total payment of \$150,070.21. The total payments to date: \$2,260,433.85. Please see Pay Request 10 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 10. Upon approval of Pay Request 10, City Clerk or City Administrator to electronically sign in DocExpress and mail payment to the Absolute Concrete Construction, Inc.

Please let me know if you have any questions.

Sincerely,

**Bolton & Menk, Inc.**

**Justin Ernst, PE**  
Municipal Assistant Group Leader, Principal



# City of Windsor Heights - Iowa

## Detailed Payment

77-8477-615

|                               |                                                                         |
|-------------------------------|-------------------------------------------------------------------------|
| <b>Description</b>            | STP-U-8477(615)--70-77, Letting Date- March 19, 2024<br>73rd st Phase 1 |
| <b>Payment Number</b>         | 10                                                                      |
| <b>Pay Period</b>             | 04/01/2025 to 04/30/2025                                                |
| <b>Prime Contractor</b>       | ABSOLUTE CONCRETE CONSTRUCTION, INC.                                    |
| <b>Payment Status</b>         | Pending                                                                 |
| <b>Awarded Project Amount</b> | \$6,739,027.05                                                          |
| <b>Authorized Amount</b>      | \$6,862,577.35                                                          |

| Line Number                                                        | Item ID      | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|--------------------------------------------------------------------|--------------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| Section: 0001 - STP-U-8477(615)--70-77, Roadway Items - Division 1 |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0010                                                               | 2101-0850002 | UNIT | \$440.000  | 22.300              | 0.000                 | 58.000                 | 58.000                      | 58.000                        | \$0.00                 | \$25,520.00               |
| CLEARING AND GRUBBING                                              |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0020                                                               | 2102-0425071 | CY   | \$50.000   | 50.000              | 0.000                 | 234.000                | 234.000                     | 234.000                       | \$0.00                 | \$11,700.00               |
| SPECIAL BACKFILL                                                   |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0030                                                               | 2102-2710070 | CY   | \$15.000   | 10,333.000          | 0.000                 | 4,306.334              | 4,306.334                   | 4,306.334                     | \$0.00                 | \$64,595.01               |
| EXCAVATION, CLASS 10, ROADWAY AND BORROW                           |              |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                                                 | Item ID      | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------------------------------------------------------------|--------------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0040                                                                                        | 2102-2710080 | CY   | \$15.000     | 165.000             | 0.000                 | 234.000                | 234.000                     | 234.000                       | \$0.00                 | \$3,510.00                |
| EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL                                       |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0050                                                                                        | 2105-8425015 | CY   | \$8.000      | 2,124.000           | 0.000                 | 354.000                | 354.000                     | 354.000                       | \$0.00                 | \$2,832.00                |
| TOPSOIL, STRIP, SALVAGE AND SPREAD                                                          |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0060                                                                                        | 2109-8225100 | STA  | \$1,000.000  | 53.600              | 0.000                 | 6.750                  | 6.750                       | 6.750                         | \$0.00                 | \$6,750.00                |
| SPECIAL COMPACTION OF SUBGRADE                                                              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0070                                                                                        | 2113-0001100 | SY   | \$5.000      | 5,000.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBGRADE STABILIZATION MATERIAL, POLYMER GRID                                               |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0080                                                                                        | 2115-0100000 | CY   | \$60.000     | 4,035.000           | 0.000                 | 1,013.900              | 1,013.900                   | 1,013.900                     | \$0.00                 | \$60,834.00               |
| MODIFIED SUBBASE                                                                            |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0090                                                                                        | 2115-0100000 | CY   | \$60.000     | 181.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MODIFIED SUBBASE: , TRAIL                                                                   |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0100                                                                                        | 2123-7450020 | STA  | \$150.000    | 81.700              | 0.000                 | 23.500                 | 23.500                      | 23.500                        | \$0.00                 | \$3,525.00                |
| SHOULDER FINISHING, EARTH                                                                   |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0110                                                                                        | 2301-1033080 | SY   | \$75.000     | 19,678.000          | 0.000                 | 4,905.780              | 4,905.780                   | 4,905.780                     | \$0.00                 | \$367,933.50              |
| STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN. |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0120                                                                                        | 2301-6911722 | LS   | \$10,000.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES                                                   |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0130                                                                                        | 2304-0101000 | SY   | \$60.000     | 1,500.000           | 0.000                 | 71.750                 | 71.750                      | 71.750                        | \$0.00                 | \$4,305.00                |
| TEMPORARY PAVEMENT                                                                          |              |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                       | Item ID      | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------------------|--------------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0140                                              | 2312-8260051 | TON  | \$40.000     | 500.000             | 215.660               | 136.150                | 351.810                     | 351.810                       | \$8,626.40             | \$14,072.40               |
| GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0150                                              | 2435-0140148 | EACH | \$5,500.000  | 6.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$5,500.00                |
| MANHOLE, STORM SEWER, SW-401, 48 IN.              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0160                                              | 2435-0140160 | EACH | \$7,800.000  | 7.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$31,200.00               |
| MANHOLE, STORM SEWER, SW-401, 60 IN.              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0170                                              | 2435-0140172 | EACH | \$10,000.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MANHOLE, STORM SEWER, SW-401, 72 IN.              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0180                                              | 2435-0140196 | EACH | \$17,000.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MANHOLE, STORM SEWER, SW-401, 96 IN.              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0190                                              | 2435-0250500 | EACH | \$5,600.000  | 34.000              | 0.000                 | 9.000                  | 9.000                       | 9.000                         | \$0.00                 | \$50,400.00               |
| INTAKE, SW-505                                    |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0200                                              | 2435-0250600 | EACH | \$12,000.000 | 17.000              | 0.000                 | 8.000                  | 8.000                       | 8.000                         | \$0.00                 | \$96,000.00               |
| INTAKE, SW-506                                    |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0210                                              | 2435-0250900 | EACH | \$7,300.000  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-509                                    |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0220                                              | 2435-0251000 | EACH | \$8,500.000  | 3.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$8,500.00             | \$8,500.00                |
| INTAKE, SW-510                                    |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0230                                              | 2435-0251230 | EACH | \$4,100.000  | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$4,100.00                |
| INTAKE, SW-512, 30 IN.                            |              |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                                                   | Item ID      | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------------------------------------------------------------------|--------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0240                                                                                          | 2435-0251236 | EACH | \$4,800.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-512, 36 IN.                                                                        |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0250                                                                                          | 2435-0600010 | EACH | \$2,300.000 | 33.000              | 0.000                 | 10.000                 | 10.000                      | 10.000                        | \$0.00                 | \$23,000.00               |
| MANHOLE ADJUSTMENT, MINOR                                                                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0260                                                                                          | 2435-0600020 | EACH | \$6,000.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MANHOLE ADJUSTMENT, MAJOR                                                                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0270                                                                                          | 2435-0600110 | EACH | \$1,800.000 | 2.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$1,800.00                |
| INTAKE ADJUSTMENT, MINOR                                                                      |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0280                                                                                          | 2435-0600120 | EACH | \$7,500.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE ADJUSTMENT, MAJOR                                                                      |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0290                                                                                          | 2435-0700010 | EACH | \$3,700.000 | 2.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$3,700.00             | \$3,700.00                |
| CONNECTION TO EXISTING MANHOLE                                                                |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0300                                                                                          | 2502-8212206 | LF   | \$22.000    | 5,105.000           | 0.000                 | 1,226.900              | 1,226.900                   | 1,226.900                     | \$0.00                 | \$26,991.80               |
| SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.                                                 |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0310                                                                                          | 2502-8221006 | EACH | \$800.000   | 17.000              | 2.000                 | 0.000                  | 2.000                       | 2.000                         | \$1,600.00             | \$1,600.00                |
| SUBDRAIN RISER, 6 IN., AS PER PLAN                                                            |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0320                                                                                          | 2502-8221303 | EACH | \$400.000   | 17.000              | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$2,000.00                |
| SUBDRAIN OUTLET, DR-303                                                                       |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0330                                                                                          | 2503-0114212 | LF   | \$200.000   | 8.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN. |              |      |             |                     |                       |                        |                             |                               |                        |                           |



| Line Number                                                                                   | Item ID      | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------------------------------------------------------------------|--------------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0340                                                                                          | 2503-0114215 | LF   | \$80.000   | 991.000             | 0.000                 | 272.000                | 272.000                     | 272.000                       | \$0.00                 | \$21,760.00               |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0350                                                                                          | 2503-0114218 | LF   | \$85.000   | 778.000             | 0.000                 | 27.000                 | 27.000                      | 27.000                        | \$0.00                 | \$2,295.00                |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0360                                                                                          | 2503-0114224 | LF   | \$110.000  | 2,556.000           | 149.000               | 616.000                | 765.000                     | 765.000                       | \$16,390.00            | \$84,150.00               |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0370                                                                                          | 2503-0114230 | LF   | \$130.000  | 543.000             | 0.000                 | 416.000                | 416.000                     | 416.000                       | \$0.00                 | \$54,080.00               |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0380                                                                                          | 2503-0114236 | LF   | \$170.000  | 144.000             | 0.000                 | 33.000                 | 33.000                      | 33.000                        | \$0.00                 | \$5,610.00                |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0390                                                                                          | 2503-0114248 | LF   | \$450.000  | 8.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 48 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0400                                                                                          | 2503-0114254 | LF   | \$610.000  | 8.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 54 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0410                                                                                          | 2503-0114266 | LF   | \$850.000  | 8.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 66 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0420                                                                                          | 2503-0200036 | LF   | \$25.000   | 3,335.000           | 159.000               | 755.400                | 914.400                     | 914.400                       | \$3,975.00             | \$22,860.00               |
| REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.                                          |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0430                                                                                          | 2503-0200136 | LF   | \$45.000   | 79.000              | 0.000                 | 38.000                 | 38.000                      | 38.000                        | \$0.00                 | \$1,710.00                |
| REMOVE STORM SEWER PIPE GREATER THAN 36 IN.                                                   |              |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                       | Item ID      | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-------------------------------------------------------------------|--------------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0440                                                              | 2504-0200404 | LF   | \$130.000  | 160.000             | 54.000                | 0.000                  | 54.000                      | 54.000                        | \$7,020.00             | \$7,020.00                |
| SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0450                                                              | 2510-6745850 | SY   | \$10.000   | 17,965.000          | 179.140               | 6,419.490              | 6,598.630                   | 6,598.630                     | \$1,791.40             | \$65,986.30               |
| REMOVAL OF PAVEMENT                                               |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0460                                                              | 2510-6750600 | EACH | \$900.000  | 50.000              | 2.000                 | 20.000                 | 22.000                      | 22.000                        | \$1,800.00             | \$19,800.00               |
| REMOVAL OF INTAKES AND UTILITY ACCESSES                           |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0470                                                              | 2511-0300000 | SY   | \$10.000   | 550.000             | 104.111               | 0.000                  | 104.111                     | 104.111                       | \$1,041.11             | \$1,041.11                |
| REMOVAL OF RECREATIONAL TRAIL                                     |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0480                                                              | 2511-0302600 | SY   | \$49.000   | 715.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.               |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0490                                                              | 2511-0310100 | STA  | \$750.000  | 7.700               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL             |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0500                                                              | 2511-6745900 | SY   | \$10.000   | 3,506.000           | 8.900                 | 1,095.800              | 1,104.700                   | 1,104.700                     | \$89.00                | \$11,047.00               |
| REMOVAL OF SIDEWALK                                               |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0510                                                              | 2511-7526004 | SY   | \$49.750   | 4,023.000           | 0.000                 | 1,245.827              | 1,245.827                   | 1,245.827                     | \$0.00                 | \$61,979.89               |
| SIDEWALK, P.C. CONCRETE, 4 IN.                                    |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0520                                                              | 2511-7526006 | SY   | \$77.000   | 267.000             | 0.000                 | 121.585                | 121.585                     | 121.585                       | \$0.00                 | \$9,362.05                |
| SIDEWALK, P.C. CONCRETE, 6 IN.                                    |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0530                                                              | 2511-7528101 | SF   | \$51.000   | 362.000             | 0.000                 | 114.000                | 114.000                     | 114.000                       | \$0.00                 | \$5,814.00                |
| DETECTABLE WARNINGS                                               |              |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                            | Item ID      | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|------------------------------------------------------------------------|--------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0540                                                                   | 2512-1725206 | LF   | \$79.000    | 10.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.                                |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0550                                                                   | 2514-0000200 | STA  | \$1,000.000 | 0.500               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF CURB                                                        |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0560                                                                   | 2515-2475006 | SY   | \$52.500    | 2,550.000           | 0.000                 | 768.060                | 768.060                     | 768.060                       | \$0.00                 | \$40,323.15               |
| DRIVEWAY, P.C. CONCRETE, 6 IN.                                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0570                                                                   | 2515-2475007 | SY   | \$54.000    | 1,047.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| DRIVEWAY, P.C. CONCRETE, 7 IN.                                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0580                                                                   | 2515-6745600 | SY   | \$10.000    | 3,212.000           | 70.500                | 911.517                | 982.017                     | 982.017                       | \$705.00               | \$9,820.17                |
| REMOVAL OF PAVED DRIVEWAY                                              |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0590                                                                   | 2523-0000310 | EACH | \$1,235.000 | 6.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| HANDHOLES AND JUNCTION BOXES                                           |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0600                                                                   | 2524-6765110 | EACH | \$300.000   | 72.000              | 0.000                 | 16.000                 | 16.000                      | 16.000                        | \$0.00                 | \$4,800.00                |
| REMOVAL OF TYPE A SIGN                                                 |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0610                                                                   | 2524-6765210 | EACH | \$100.000   | 21.000              | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$400.00                  |
| REMOVAL OF TYPE A SIGN ASSEMBLY                                        |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0620                                                                   | 2524-9276010 | LF   | \$35.000    | 390.000             | 50.000                | 50.000                 | 100.000                     | 100.000                       | \$1,750.00             | \$3,500.00                |
| PERFORATED SQUARE STEEL TUBE POSTS                                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0630                                                                   | 2524-9276021 | EACH | \$100.000   | 39.000              | 5.000                 | 5.000                  | 10.000                      | 10.000                        | \$500.00               | \$1,000.00                |
| PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION |              |      |             |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                              | Item ID      | Unit | Unit Price    | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|----------------------------------------------------------|--------------|------|---------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0640                                                     | 2524-9325001 | SF   | \$35.000      | 392.500             | 50.500                | 70.000                 | 120.500                     | 120.500                       | \$1,767.50             | \$4,217.50                |
| TYPE A SIGNS, SHEET ALUMINUM                             |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0650                                                     | 2525-0000100 | LS   | \$100,000.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TRAFFIC SIGNALIZATION                                    |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0660                                                     | 2527-9263109 | STA  | \$86.000      | 136.000             | 0.000                 | 18.610                 | 18.610                      | 18.610                        | \$0.00                 | \$1,600.46                |
| PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED    |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0670                                                     | 2527-9263117 | STA  | \$116.000     | 168.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAINTED PAVEMENT MARKINGS, DURABLE                       |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0680                                                     | 2527-9263137 | EACH | \$130.000     | 25.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0690                                                     | 2527-9263143 | EACH | \$185.000     | 25.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAINTED SYMBOLS AND LEGENDS, DURABLE                     |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0700                                                     | 2527-9270111 | STA  | \$83.000      | 168.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| GROOVES CUT FOR PAVEMENT MARKINGS                        |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0710                                                     | 2527-9270120 | EACH | \$220.000     | 25.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| GROOVES CUT FOR SYMBOLS AND LEGENDS                      |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0720                                                     | 2528-8445110 | LS   | \$75,000.000  | 1.000               | 0.000                 | 0.417                  | 0.417                       | 0.417                         | \$0.00                 | \$31,275.00               |
| TRAFFIC CONTROL                                          |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0730                                                     | 2528-9290050 | CDAY | \$200.000     | 60.000              | 0.000                 | 28.000                 | 28.000                      | 28.000                        | \$0.00                 | \$5,600.00                |
| PORTABLE DYNAMIC MESSAGE SIGN (PDMS)                     |              |      |               |                     |                       |                        |                             |                               |                        |                           |

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| 0740                                                          | 2529-5070110 | SY   | \$100.000     | 51.000              | 0.000                 | 100.678                | 100.678                     | 100.678                       | \$0.00                 | \$10,067.80               |
| PATCHES, FULL-DEPTH FINISH, BY AREA                           |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0750                                                          | 2533-4980005 | LS   | \$600,000.000 | 1.000               | 0.000                 | 0.500                  | 0.500                       | 0.500                         | \$0.00                 | \$300,000.00              |
| MOBILIZATION                                                  |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0760                                                          | 2552-0000220 | CY   | \$75.000      | 975.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL                   |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0770                                                          | 2599-9999010 | LS   | \$15,000.000  | 1.000               | 0.063                 | 0.417                  | 0.480                       | 0.480                         | \$945.00               | \$7,200.00                |
| ('LUMP SUM' ITEM): MAINTENANCE OF SOLID WASTE COLLECTION      |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0780                                                          | 2599-9999010 | LS   | \$1,850.000   | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('LUMP SUM' ITEM): REMOVE AND REINSTALL ELECTRONIC SPEED SIGN |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0790                                                          | 2599-9999010 | LS   | \$7,200.000   | 1.000               | 0.063                 | 0.417                  | 0.480                       | 0.480                         | \$453.60               | \$3,456.00                |
| ('LUMP SUM' ITEM): SWPPP MANAGEMENT                           |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0800                                                          | 2599-9999010 | LS   | \$80,000.000  | 1.000               | 0.000                 | 0.440                  | 0.440                       | 0.440                         | \$0.00                 | \$35,200.00               |
| ('LUMP SUM' ITEM): VIBRATION MONITORING                       |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0810                                                          | 2601-2634105 | ACRE | \$4,110.000   | 2.630               | 0.000                 | 0.310                  | 0.310                       | 0.310                         | \$0.00                 | \$1,274.10                |
| MULCHING, BONDED FIBER MATRIX                                 |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0820                                                          | 2601-2639010 | SQ   | \$65.000      | 1,150.000           | 185.720               | 170.000                | 355.720                     | 355.720                       | \$12,071.80            | \$23,121.80               |
| SODDING                                                       |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0830                                                          | 2601-2643110 | MGAL | \$75.000      | 690.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION  |              |      |               |                     |                       |                        |                             |                               |                        |                           |

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|-----------------------------------------------------------------------|--------------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0840                                                                  | 2602-0000150 | LF   | \$15.000     | 300.000             | 0.000                 | 25.000                 | 25.000                      | 25.000                        | \$0.00                 | \$375.00                  |
| STABILIZED CONSTRUCTION ENTRANCE, EC-303                              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0850                                                                  | 2602-0000309 | LF   | \$3.000      | 10,000.000          | 10.000                | 225.000                | 235.000                     | 235.000                       | \$30.00                | \$705.00                  |
| PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.               |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0860                                                                  | 2602-0000351 | LF   | \$0.010      | 10,000.000          | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0870                                                                  | 2602-0000500 | LF   | \$10.000     | 32.000              | 0.000                 | 16.000                 | 16.000                      | 16.000                        | \$0.00                 | \$160.00                  |
| OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602                       |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0880                                                                  | 2602-0000530 | EACH | \$95.000     | 110.000             | 2.000                 | 40.000                 | 42.000                      | 42.000                        | \$190.00               | \$3,990.00                |
| GRATE INTAKE SEDIMENT FILTER BAG, EC-604                              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0890                                                                  | 2602-0010010 | EACH | \$600.000    | 1.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$2,400.00                |
| MOBILIZATIONS, EROSION CONTROL                                        |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0900                                                                  | 2602-0010020 | EACH | \$1,200.000  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MOBILIZATIONS, EMERGENCY EROSION CONTROL                              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 8001                                                                  | 2599-9999005 | EACH | \$14,250.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$14,250.00               |
| ('EACH' ITEM): INTAKE, SW-506 MOD, CAST-IN-PLACE                      |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 8002                                                                  | 2435-0250610 | EACH | \$14,410.000 | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-506 MOD                                                    |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 8009                                                                  | 2599-9999018 | SY   | \$0.300      | 19,678.000          | 0.000                 | 2,519.817              | 2,519.817                   | 2,519.817                     | \$0.00                 | \$755.95                  |
| ('SQUARE YARDS' ITEM): (REINFORCEMENT ADJ)                            |              |      |              |                     |                       |                        |                             |                               |                        |                           |

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|------------------------------------------------------------------------------|--------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 8010                                                                         | 2430-0000100 | SF   | \$74.000    | 144.000             | 0.000                 | 144.000                | 144.000                     | 144.000                       | \$0.00                 | \$10,656.00               |
| MODULAR BLOCK RETAIN WALL                                                    |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8011                                                                         | 2599-9999005 | EACH | \$4,325.750 | 2.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$8,651.50                |
| ('EACH' ITEM): INSTALLATION AND REMOVAL OF TEMPORARY INTAKE                  |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8013                                                                         | 2599-9999005 | EACH | \$3,300.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('EACH' ITEM): CONNECT TO EXISTING BOX CULVERT                               |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8014                                                                         | 2599-9999005 | EACH | \$3,829.650 | 1.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$3,829.65             | \$3,829.65                |
| ('EACH' ITEM): MODIFY EXISTING INTAKE                                        |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                                                              |              |      |             |                     |                       |                        |                             |                               | \$76,775.46            | \$1,723,513.14            |
| Section: 0002 - STP-U-8477(615)--70-77, Roadway Items - Division 2           |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0910                                                                         | 2554-0114004 | LF   | \$65.000    | 35.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.                   |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0920                                                                         | 2554-0114006 | LF   | \$60.000    | 101.000             | 0.000                 | 124.000                | 124.000                     | 124.000                       | \$0.00                 | \$7,440.00                |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.                   |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0930                                                                         | 2554-0114008 | LF   | \$55.000    | 558.000             | 0.000                 | 175.000                | 175.000                     | 175.000                       | \$0.00                 | \$9,625.00                |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.                   |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0940                                                                         | 2554-0114008 | LF   | \$80.000    | 455.000             | 0.000                 | 99.000                 | 99.000                      | 99.000                        | \$0.00                 | \$7,920.00                |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.: RESTRAINED JOINT |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0950                                                                         | 2554-0114012 | LF   | \$80.000    | 3,703.000           | 38.000                | 741.000                | 779.000                     | 779.000                       | \$3,040.00             | \$62,320.00               |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.                  |              |      |             |                     |                       |                        |                             |                               |                        |                           |

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|-------------------------------------------------------------------------------|--------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0960                                                                          | 2554-0114012 | LF   | \$105.000   | 631.000             | 95.000                | 550.000                | 645.000                     | 645.000                       | \$9,975.00             | \$67,725.00               |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.: RESTRAINED JOINT |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0970                                                                          | 2554-0134008 | LF   | \$165.000   | 100.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER MAIN WITH CASING PIPE, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.   |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0980                                                                          | 2554-0134012 | LF   | \$240.000   | 100.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER MAIN WITH CASING PIPE, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.  |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0990                                                                          | 2554-0203000 | LB   | \$20.000    | 6,162.000           | 198.000               | 3,893.000              | 4,091.000                   | 4,091.000                     | \$3,960.00             | \$81,820.00               |
| FITTINGS BY WEIGHT, DUCTILE IRON                                              |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1000                                                                          | 2554-0207008 | EACH | \$2,700.000 | 12.000              | 1.000                 | 4.000                  | 5.000                       | 5.000                         | \$2,700.00             | \$13,500.00               |
| VALVE, GATE, DIP, 8 IN.                                                       |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1010                                                                          | 2554-0207012 | EACH | \$4,500.000 | 9.000               | 1.000                 | 2.000                  | 3.000                       | 3.000                         | \$4,500.00             | \$13,500.00               |
| VALVE, GATE, DIP, 12 IN.                                                      |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1020                                                                          | 2554-0210201 | EACH | \$8,500.000 | 15.000              | 1.000                 | 6.000                  | 7.000                       | 7.000                         | \$8,500.00             | \$59,500.00               |
| FIRE HYDRANT ASSEMBLY, WM-201                                                 |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1030                                                                          | 2554-0211002 | EACH | \$1,750.000 | 6.000               | 0.000                 | 6.000                  | 6.000                       | 6.000                         | \$0.00                 | \$10,500.00               |
| FLUSHING DEVICE (BLOWOFF), 2 IN.                                              |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1040                                                                          | 2599-9999005 | EACH | \$6,500.000 | 2.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$6,500.00                |
| ('EACH' ITEM): PREPARE EXCAVATION FOR TAPPING SLEEVE & VALVE                  |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1050                                                                          | 2599-9999005 | EACH | \$410.000   | 51.000              | 6.000                 | 16.000                 | 22.000                      | 22.000                        | \$2,460.00             | \$9,020.00                |
| ('EACH' ITEM): TAP FEE, 1-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER      |              |      |             |                     |                       |                        |                             |                               |                        |                           |



| Line Number                                                                            | Item ID      | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|----------------------------------------------------------------------------------------|--------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1060                                                                                   | 2599-9999005 | EACH | \$1,725.000 | 3.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('EACH' ITEM): TAP FEE, 2-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER               |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1070                                                                                   | 2599-9999005 | EACH | \$3,800.000 | 11.000              | 4.000                 | 1.000                  | 5.000                       | 5.000                         | \$15,200.00            | \$19,000.00               |
| ('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, OPPOSITE SIDE                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1080                                                                                   | 2599-9999005 | EACH | \$3,000.000 | 40.000              | 2.000                 | 15.000                 | 17.000                      | 17.000                        | \$6,000.00             | \$51,000.00               |
| ('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, SAME SIDE                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1090                                                                                   | 2599-9999005 | EACH | \$5,400.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 2-IN, OPPOSITE SIDE                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1100                                                                                   | 2599-9999005 | EACH | \$3,400.000 | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 2-IN, SAME SIDE                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1110                                                                                   | 2599-9999005 | EACH | \$6,100.000 | 1.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$6,100.00             | \$6,100.00                |
| ('EACH' ITEM): WATER SERVICE TRANSFER, EQUAL TO OR GREATER THAN 3, SAME SIDE           |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1120                                                                                   | 2599-9999009 | LF   | \$45.000    | 1,005.000           | 0.000                 | 436.000                | 436.000                     | 436.000                       | \$0.00                 | \$19,620.00               |
| ('LINEAR FEET' ITEM): REMOVAL OF EXISTING WATER MAIN IN CONFLICT WITH NEW CONSTRUCTION |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1130                                                                                   | 2599-9999020 | TON  | \$65.000    | 100.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('TONS' ITEM): FOUNDATION ROCK                                                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8003                                                                                   | 2504-0114018 | LF   | \$572.000   | 20.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SAN SWR G-MAIN, TRENCHED, PVC, 18"                                                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8004                                                                                   | 2554-0112008 | LF   | \$247.500   | 8.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$1,237.50                |
| WATER MAIN, TRENCHED, DIP, 8"                                                          |              |      |             |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                         | Item ID      | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------------------------|--------------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 8005                                                | 2554-0112012 | LF   | \$154.000    | 260.000             | 0.000                 | 280.000                | 280.000                     | 280.000                       | \$0.00                 | \$43,120.00               |
| WATER MAIN, TRENCHED, DIP, 12"                      |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 8006                                                | 2554-0207006 | EACH | \$3,509.000  | 3.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$3,509.00                |
| VALVE, GATE, DIP, 6"                                |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 8007                                                | 2554-0112012 | LF   | \$176.000    | 83.000              | 0.000                 | 72.000                 | 72.000                      | 72.000                        | \$0.00                 | \$12,672.00               |
| WATER MAIN, TRENCHED, DIP, 12": (RESTRAINED JOINT)  |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 8008                                                | 2599-9999005 | EACH | \$1,760.000  | 8.000               | 0.000                 | 10.000                 | 10.000                      | 10.000                        | \$0.00                 | \$17,600.00               |
| ('EACH' ITEM): 32 LB MAGNESIUM ANODE                |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 8012                                                | 2599-9999005 | EACH | \$10,859.750 | 1.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$10,859.75            | \$10,859.75               |
| ('EACH' ITEM): WATER MAIN, CONNECT TO EXISTING MAIN |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                                     |              |      |              |                     |                       |                        |                             |                               | \$73,294.75            | \$534,088.25              |
| Total Payments:                                     |              |      |              |                     |                       |                        |                             |                               | \$150,070.21           | \$2,257,601.39            |

Time Charges

| Time Limit                                                                 | Original Deadline | Authorized Deadline | Charges This Period | Damages This Period | Days Completed To Date | Days Remaining To Date | Damages To Date |
|----------------------------------------------------------------------------|-------------------|---------------------|---------------------|---------------------|------------------------|------------------------|-----------------|
| Working Days, Late Start Date - 05/06/2024, Liquidated Damage Rate - 2,500 | 300.0 Days        | 306.0 Days          | 20.0 Days           | \$0.00              | 157.0 Days             | 149.0 Days             | \$0.00          |
| Total Damages:                                                             |                   |                     |                     |                     |                        |                        | \$0.00          |

Stockpiles

| Stockpile                                                      | Fund Package      |                   |             | Current Advancements | Advancements To Date | Current Recoveries | Recoveries To Date |             |
|----------------------------------------------------------------|-------------------|-------------------|-------------|----------------------|----------------------|--------------------|--------------------|-------------|
| #1 - 2554-0203000                                              | 77-8477-615-CAT-2 | 77-8477-615-CAT-2 | 77-8477-615 |                      | \$0.00               | \$12,845.16        | \$0.00             | \$12,845.16 |
| FITTINGS BY WEIGHT, DUCTILE IRON                               |                   |                   |             |                      |                      |                    |                    |             |
| #2 - 2554-0207008                                              | 77-8477-615-CAT-2 | 77-8477-615-CAT-2 | 77-8477-615 |                      | \$0.00               | \$5,580.00         | \$0.00             | \$5,580.00  |
| VALVE, GATE, DIP, 8 IN.                                        |                   |                   |             |                      |                      |                    |                    |             |
| #3 - 2554-0114012                                              | 77-8477-615-CAT-2 | 77-8477-615-CAT-2 | 77-8477-615 |                      | \$0.00               | \$3,430.00         | \$0.00             | \$3,430.00  |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.    |                   |                   |             |                      |                      |                    |                    |             |
| #4 - 2554-0211002                                              | 77-8477-615-CAT-2 | 77-8477-615-CAT-2 | 77-8477-615 |                      | \$0.00               | \$185.93           | \$0.00             | \$185.93    |
| FLUSHING DEVICE (BLOWOFF), 2 IN.                               |                   |                   |             |                      |                      |                    |                    |             |
| #5 - 2599-9999005                                              | 77-8477-615-CAT-2 | 77-8477-615-CAT-2 | 77-8477-615 |                      | \$0.00               | \$4,000.00         | \$0.00             | \$4,000.00  |
| ('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, SAME SIDE |                   |                   |             |                      |                      |                    |                    |             |
| #6 - 2525-0000100                                              | 77-8477-615-CAT-1 | 77-8477-615-CAT-1 | 77-8477-615 |                      | \$0.00               | \$32,832.46        | \$0.00             | \$0.00      |
| TRAFFIC SIGNALIZATION                                          |                   |                   |             |                      |                      |                    |                    |             |
| Totals:                                                        |                   |                   |             |                      | \$0.00               | \$58,873.55        | \$0.00             | \$26,041.09 |

Summary

|                                |              |
|--------------------------------|--------------|
| Current Approved Work:         | \$150,070.21 |
| Current Stockpile Advancement: | \$0.00       |
| Current Stockpile Recovery:    | \$0.00       |
| Current Retainage:             | \$0.00       |
| Current Retainage Released:    | \$0.00       |
| Current Liquidated Damages:    | \$0.00       |
| Current Adjustment:            | \$0.00       |
| Current Payment:               | \$150,070.21 |
| Previous Payment:              | \$188,650.47 |

|                                |                |
|--------------------------------|----------------|
| Approved Work To Date:         | \$2,257,601.39 |
| Stockpile Advancement To Date: | \$58,873.55    |
| Stockpile Recovery To Date:    | \$26,041.09    |
| Retainage To Date:             | \$30,000.00    |
| Retainage Released To Date:    | \$0.00         |
| Liquidated Damages To Date:    | \$0.00         |
| Adjustments To Date:           | \$0.00         |
| Payments To Date:              | \$2,260,433.85 |
| Previous Payments To Date:     | \$2,110,363.64 |

Funding Details

|                                                  |              |
|--------------------------------------------------|--------------|
| 77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615: | \$87,635.21  |
| 77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615: | \$62,435.00  |
| 77-8477-615-CAT-3 NON-PARTICIPATING:             | \$0.00       |
| Current Payment:                                 | \$150,070.21 |

|                                                          |                |
|----------------------------------------------------------|----------------|
| 77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615 To Date: | \$1,812,511.39 |
| 77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615 To Date: | \$445,090.00   |
| 77-8477-615-CAT-3 NON-PARTICIPATING To Date:             | \$0.00         |
| Payments To Date:                                        | \$2,257,601.39 |

**CONTRACTOR'S CERTIFICATION:**

Contractor certifies that to the best of Contractor's knowledge, information and belief, the Work covered by this Payment Application has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for Work for which payments were issued and payments received from the City of Windsor Heights, and that the current payment applied herein is now due.

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

**ENGINEER'S CERTIFICATION:**

In accordance with the Contract Documents, based on on-site observations and the data comprising this Payment Application, the Construction Project Manager certifies to the City of Windsor Heights that to the best of the Construction Project Manager's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of Amount Certified.

AMOUNT CERTIFIED: \$ \_\_\_\_\_

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

**CITY OF WINDSOR HEIGHTS REVIEW / APPROVAL:**

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

# Doc Express® Document Signing History

Contract: 77-8477-615 Document: payment-10-20250502

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

| Date       | Signed By                                                                                                            |
|------------|----------------------------------------------------------------------------------------------------------------------|
| 05/08/2025 | Logan Petersen<br>Absolute Concrete Construction Inc.<br>Electronic Signature<br>(Approved by Contractor (Optional)) |
| 05/12/2025 | Justin Ernst<br>Bolton & Menk, Inc. - Iowa<br>Electronic Signature<br>(Recommended by Engineer)                      |
|            | (Approved by PIRC (when applicable))                                                                                 |



**STAFF REPORT  
CITY COUNCIL  
May 19, 2025**

**TO:** CITY COUNCIL

**FROM:** Rachelle Swisher, Finance Director

**SUBJECT:** Approve Resolution No. 2025-44 A Resolution Approving End of Year FY25  
Balance Transfers

**GENERAL INFORMATION**

**ATTACHMENTS**

1. Resolution No. 2025-44 A Resolution Approving End of Year FY25 Balance Transfers

## **Resolution No. 2025-44**

### **A RESOLUTION APPROVING FISCAL YEAR 2025 YEAR END BALANCE TRANSFERS FOR THE CITY OF WINDSOR HEIGHTS, IOWA**

**WHEREAS**, the Windsor Heights City Council approves inter-fund transfers as needed for budget balancing purposes; and

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Windsor Heights, Iowa, that the transfers outlined below are hereby approved with an effective date of 6/1/2025 and the Finance Director is authorized to make the transfers in accord with this resolution. Resolution 2024-69 is rescinded and replaced with the following:

From: Tax Increment Financing Fund  
To: 2016A Principal, Interest & Bond Fees  
Amount: \$137,938

From: Tax Increment Financing Fund  
To: 2016B Principal, Interest & Bond Fees  
Amount: \$270,923

From: Tax Increment Financing Fund  
To: 2020B Principal, Interest & Bond Fees  
Amount: \$277,844

From: Tax Increment Financing Fund  
To: 2024A Principal, Interest & Bond Fees  
Amount: \$306,447

From: Tax Increment Financing Fund  
To: Colby Park Project  
Amount: \$1,305,000

From: Tax Increment Financing Fund  
To: General Fund – TIF Rebates  
Amount: \$214,443

From: Colby Park Project  
To: General Fund – ATE Funds  
Amount: \$310,000

From: Local Option Sales Tax Fund  
To: Equipment Revolving Fund  
Amount: \$320,000

From: Local Option Sales Tax Fund  
To: General Fund - Community Center  
Amount: \$30,000



From: Local Option Sales Tax Fund  
To: General Fund - Library  
Amount: \$67,600

From: Local Option Sales Tax Fund  
To: General Fund - DART  
Amount: \$12,334

From: Local Option Sales Tax Fund  
To: Future Streets Projects  
Amount: \$1,000,000

From: Local Option Sales Tax Fund  
To: Public Safety Building Repairs  
Amount: \$1,000,000

From: Local Option Sales Tax Fund  
To: General Fund – Facility Analysis  
Amount: \$30,000

From: Road Use Tax  
To: ERP – Public Works  
Amount: \$30,000

From: General Fund – Grant Received for Police Radios  
To: ERP - Police  
Amount: \$301,000

Passed and approved on this 19<sup>th</sup> day of May 2025.

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Mike Jones, Mayor

Attest: \_\_\_\_\_  
Adam Strait, City Clerk



**STAFF REPORT**  
**CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Resolution No. 2025-45 A Resolution Adopting Design Guidelines for Driveway Grades in Road Reconstruction Projects

**GENERAL INFORMATION**

**ATTACHMENTS**

1. Driveway Regulations Staff Report
2. Resolution No. 2025-45 A Resolution Adopting Design Guidelines for Driveway Grades in Road Reconstruction Projects



Real People. Real Solutions.

## MEMORANDUM

Date: 4/29/25  
To: City Council  
From: Justin Ernst & Adam Plagge  
Subject: Driveway Grade Design Guidelines  
Windsor Heights, Iowa

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### Driveway Grade Design Guidelines

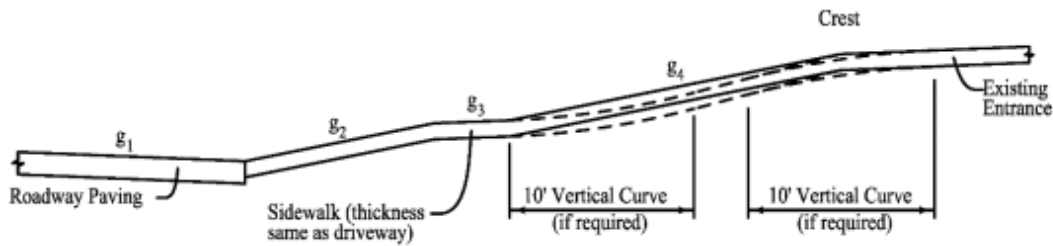
The purpose of this memo is to outline the proposed design guidelines for driveway grades impacted by City projects such as road reconstruction. These guidelines are intended to ensure safe and functional driveway slopes for all new and existing projects. These guidelines are planned to be adhered to going forward on road reconstruction projects, which can present design challenges for the driveway area between the sidewalk and curb when trying to account for projects that adjust road drainage slopes, include road widening and add ADA compliant sidewalks. In instances where guidelines are not achievable through reasonable adjustments to sidewalks, driveways or roadways design, staff will consult City Council on the proposed design. Staff will bring a resolution adopting the guidelines based off feedback received to the next Council meeting.

**Maximum Driveway Grade:** The maximum allowable driveway grade is 10%. This is to ensure that driveways are safe and accessible for all users, including vehicles and pedestrians.

1. **Existing Driveway Grade Exception:** The proposed driveway may be designed to match the existing grade plus an additional 2%. For Example: If an existing driveway has a 10% slope but design constraints necessitate, the maximum slope may be increased to 12%.

The following figure is from Iowa Statewide Urban Design and Specifications (SUDAS) Design Manual Chapter 5 (2025 Edition); which has been adopted by the City of Windsor Heights for minimum standards for public improvements constructed within the City's jurisdictional area.

**Figure 5L-4.02: Typical Section - Commercial/Industrial and Residential Entrance**



- 1) Algebraic Difference Between  $g_1$  and  $g_2$ :
  - a) Commercial/Industrial: Not to exceed 9%
  - b) Residential: Not to exceed 12%
- 2) Algebraic Difference Between  $g_2$  and  $g_3$ :
  - a) Commercial/Industrial: Not to exceed 6%.
  - b) Residential: Not to exceed 8%
- 3) Maximum Slope of  $g_3$  = 2% (ADA compliance)
- 4) Algebraic Difference  $g_3$  and  $g_4$ :
  - a) Commercial/Industrial: Not to exceed 5%
  - b) Residential: Not to exceed 8%
- 5) Maximum Slope of  $g_4$ :
  - a) Commercial/Industrial: 7%
  - b) Residential: 10%

Below are two examples of driveway slopes at Jefferson and 73<sup>rd</sup> Street that were impacted by minor road widening, road slope changes and sidewalk installations.

Name:  
Date:  
Page: 3



Above slope various between 10-16% from east-west



## RESOLUTION NO. 2025-45

### A RESOLUTION ADOPTING DESIGN GUIDELINES FOR DRIVEWAY GRADES IN ROAD RECONSTRUCTION PROJECTS

WHEREAS, the City of Windsor Heights undertakes road reconstruction projects that impact the design and slope of residential and commercial driveways; and

WHEREAS, such projects may include road widening, alterations to road drainage slopes, and the installation of ADA-compliant sidewalks, which can present challenges in maintaining safe and functional driveway grades between sidewalks and curbs; and

WHEREAS, City staff have prepared proposed design guidelines to address these challenges and ensure uniformity, safety, and accessibility in driveway construction and reconstruction; and

WHEREAS, the proposed guidelines generally align with the Iowa Statewide Urban Design and Specifications (SUDAS) Design Manual, Chapter 5 (2025 Edition), adopted by the City of Windsor Heights as the minimum standard for public improvements; and

WHEREAS, City staff will bring forward designs for Council review when guidelines cannot reasonably be met due to site constraints or necessary adjustments; and

WHEREAS, the Council has reviewed the proposed guidelines and finds them to be in the best interest of the public and consistent with safe engineering design standards.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, IOWA:**

#### 1. Adoption of Guidelines

The City Council hereby adopts the following driveway grade design guidelines for application in all applicable road reconstruction projects:

- **Maximum Driveway Grade:** 10% slope, to ensure safety and accessibility.
- **Existing Driveway Grade Exception:** Where design constraints exist, a driveway may match the existing grade plus an additional 2%, not to exceed 12%.
- **Algebraic Grade Differences** (as per SUDAS standards):
  - *g1 to g2:* Commercial/Industrial ≤ 9%; Residential ≤ 12%
  - *g2 to g3:* Commercial/Industrial ≤ 6%; Residential ≤ 8%
  - *g3 slope:* Maximum 2% (for ADA compliance)

- *g3 to g4*: Commercial/Industrial ≤ 5%; Residential ≤ 8%
- *g4 slope*: Commercial/Industrial ≤ 7%; Residential ≤ 10%

**2. Implementation and Oversight**

City staff shall implement these guidelines in the design and construction of applicable projects and shall consult with City Council when guidelines cannot be achieved through reasonable adjustments.

**3. Effective Date**

This resolution shall become effective upon its approval by the City Council.

PASSED AND APPROVED this 19th day of May, 2025.

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Mike Jones, Mayor

Attest: \_\_\_\_\_

Adam Strait, City Clerk



**STAFF REPORT**  
**CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Resolution No. 2025-46 A Resolution Approving A Tax Abatement Application for 2004 69th Street

**GENERAL INFORMATION**

Jodi Bitterman owner of 2004 69<sup>th</sup> St. has completed the attached Urban Revitalization residential tax abatement application. Her permitted property improvements include construction of a new single family home on the newly split lot. Her property is within the Windsor Heights Urban Revitalization area, which covers the entire city, and is eligible to receive an exemption from taxation on the first \$75,000 of actual value added by improvements as follows: Year One 100%, year two 75%, year three 50% and year four 25%. Administration recommends approval.





### **ATTACHMENTS**

1. Resolution No. 2025-46 A Resolution Approving A Tax Abatement Application for 2004 69th Street
2. Screenshot 2025-05-13 090803

## Resolution No. 2025-46

### **A RESOLUTION APPROVING A TAX ABATEMENT APPLICATION FOR 2004 69TH STREET UNDER THE WINDSOR HEIGHTS URBAN REVITALIZATION PLAN**

**WHEREAS**, the City of Windsor Heights has adopted an Urban Revitalization Plan which provides for tax exemptions on improvements to residential properties within the City; and

**WHEREAS**, the property located at 2004 69th Street, legally owned by Jodi Bitterman, lies within the designated Windsor Heights Urban Revitalization Area and is therefore eligible to receive tax abatement under the provisions of the Plan; and

**WHEREAS**, the application submitted by the owner proposes the construction of a new single-family home on a newly split lot, which constitutes a qualified improvement under the Urban Revitalization Plan; and

**WHEREAS**, the City Administrator has reviewed the application and determined that it meets all necessary requirements and recommends approval; and

**WHEREAS**, the abatement shall be applied to the first \$75,000 of actual value added by the improvements, following the graduated schedule of:

- Year One: 100% exemption
- Year Two: 75% exemption
- Year Three: 50% exemption
- Year Four: 25% exemption

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Windsor Heights, Iowa, that:

1. The tax abatement application submitted by Jodi Bitterman for the property located at 2004 69th Street is hereby approved under the terms of the Windsor Heights Urban Revitalization Plan.
2. The Polk County Assessor's Office is authorized and directed to apply the exemption schedule as outlined above to the approved improvements.

Passed and approved on this 19<sup>th</sup> day of May 2025.

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Mike Jones, Mayor

Attest: \_\_\_\_\_  
Adam Strait, City Clerk

Application for Tax Abatement - Submission #2752

Date Submitted: 5/7/2025

Application Date\*

5/7/2025

Applicant Name\*

Jodi Bitterman

Applicant Email Address\*

jodiiowa@aol.com

Applicant Address\*

2004 69th St

City\*

Windsor Heights

State\*

IA

Zip Code\*

50324

Applicant Phone Number\*

(515) 490-1875

Type of Abatement\*

Residential - New

Abatement Property Address\*

2004 69th St, Windsor Heights, IA 50324



**STAFF REPORT  
CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM: Pete Roth

SUBJECT: Approve Resolution No. 2025-47 A Resolution Approving the 28E Agreement for SERT

**GENERAL INFORMATION**

**ATTACHMENTS**

1. Resolution No. 2025-47 A Resolution Approving the 28E Agreement for SERT
2. SERT Updated 28E Agreement\_2025

## Resolution No. 2025-47

### A RESOLUTION APPROVING THE 28E AGREEMENT FOR THE CONSOLIDATED SUBURBAN EMERGENCY RESPONSE TEAM (SERT)

**WHEREAS**, Iowa Code Chapter 28E authorizes state and local government units to make efficient use of their powers by enabling them to provide joint services and facilities; and

**WHEREAS**, the City of Windsor Heights, along with the Cities of Urbandale, West Des Moines, Clive, Johnston, Altoona, Ankeny, Waukee, Norwalk, Polk City, and Dallas County, desires to enter into an updated 28E Agreement establishing a formal relationship for participation in a consolidated Suburban Emergency Response Team (SERT); and

**WHEREAS**, the purpose of this Agreement is to enhance public safety by combining the tactical and critical incident negotiation capabilities of the participating law enforcement agencies into a unified, part-time team operating under shared governance and operational protocols; and

**WHEREAS**, this Agreement provides for coordination, governance, and administration of the SERT without creating a new legal entity, with the West Des Moines Chief of Police serving as the designated administrator pursuant to Iowa Code Section 28E.6; and

**WHEREAS**, the proposed 28E Agreement has been reviewed and found to be in the best interests of the City of Windsor Heights and its residents by providing more efficient and effective emergency response services; and

**WHEREAS**, the Agreement shall be filed with the Iowa Secretary of State and will take effect upon completion of such filing, and will remain in effect indefinitely unless terminated or modified by mutual agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Windsor Heights, Iowa, that:

1. The City of Windsor Heights hereby approves the 2025 28E Agreement for the consolidated Suburban Emergency Response Team (SERT) as presented.
2. The Mayor is authorized to execute the Agreement on behalf of the City.
3. The City Clerk is directed to ensure the executed agreement is returned to the City of West Des Moines for assembly and electronic filing in accordance with Iowa Code Section 28E.8.

Passed and approved on this 19<sup>th</sup> day of May 2025.

\_\_\_\_\_  
Mike Jones, Mayor

Attest: \_\_\_\_\_  
Adam Strait, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

**Agreement for the Suburban Emergency Response Team (SERT)  
Pursuant to Iowa Code Chapter 28E**

This agreement, made pursuant to Iowa Code Chapter 28E, for the consolidated Suburban Emergency Response Team ("SERT") is entered into between the City of Urbandale, the City of West Des Moines, the City of Clive, the City of Johnston, the City of Altoona, the City of Ankeny, the City of Waukee, the City of Norwalk, the City of Windsor Heights, the City of Polk City, and Dallas County (hereinafter "Local Government Agencies" or "Agencies").

WHEREAS, the Local Government Agencies have established a relationship for the consolidation of their respective part-time police tactical teams and critical incident negotiators whose primary responsibility would be to provide specialized tactical and crisis negotiation responses to critical incidents and high-risk situations.

NOW, THEREFORE, BE IT REMEMBERED that in consideration of the mutual promises, covenants, and considerations herein contained and for the benefit of the public, the Local Government Agencies have entered into the following agreement pursuant to Chapter 28E of the Code of Iowa as set out herein:

**I. PURPOSE**

The purpose of this Agreement is to provide for a formalized agreement among the Local Government Agencies, which will combine the previously separate tactical teams formed by the Cities of Urbandale and West Des Moines into one team under the command, guidance, and coordination of one team commander. This new combined team shall be made up of members from various Agency law enforcement departments to provide tactical and critical incident services during emergency and high-risk situations. This Agreement is a voluntary undertaking of the Agencies. It is not the intent of these Agencies to create a new legal entity by this Agreement.

**II. DURATION**

1. This Agreement shall be approved by the respective governing bodies of the Local Government Agencies. Said approval shall be by resolution. Said resolution shall authorize the Mayors of the Cities and the Chairperson of the Board of Supervisors of the County to execute this Agreement on behalf of that party. Upon approval by each party, as provided herein, the Agreement shall be electronically

filed with the Secretary of State of Iowa, as provided by Iowa Code Section 28E.8. The Agreement will be in effect upon the completion of such filings.

2. Unless otherwise extended or amended by agreement of the parties, this Agreement will be indefinite in duration, as provided by Iowa Code Section 28E.27.

### **III. MEMBERSHIP**

On an annual basis, the parties to this Agreement shall decide whether to allow other local government agencies to join the consolidated SERT. Each existing party to this Agreement shall approve the new member agency by resolution. The existing parties shall also approve the necessary revisions to this Agreement required by the addition of new member agencies.

### **IV. ADMINISTRATOR**

No separate entity is created by the Agreement. Pursuant to Iowa Code Section 28E.6, the West Des Moines Chief of Police shall be the administrator of this Agreement.

### **V. SERVICES AND RESPONSIBILITY**

1. The part-time consolidated SERT shall be coordinated and led by a Team Commander selected from one of the member law enforcement departments. The SERT shall be made up of Entry Teams, a Crisis Intervention Team, Observers/Marksman, and a Medical Team.
  - A. All personnel assigned to the SERT as entry team members or Observers/Marksman will be assigned to a specific team as required by mission requirements. The SERT commander will attempt to assign personnel equitably among the multiple entry teams and Observers/Marksman teams.
  - B. The Crisis Intervention Team shall be made up of a combined compliment of trained crisis negotiators from members law enforcement departments and shall be coordinated by an executive officer from a member department.
  - C. The Observers/Marksman will be comprised of trained counter-sniper / observers from member law enforcement departments. The Observers/Marksman shall be coordinated by an executive officer from a member department.
  - D. Storage space, meeting space, and training facilities shall be respectively provided by each member agency as needed.
  - E. The Oversight Board will be composed of the Chief Executive Officer from each respective law enforcement agency.

2. This combined SERT will provide tactical and crisis intervention services to the Local Government Agencies which have entered into this Agreement. Additional local government agencies may enter this Agreement if they provide qualified personnel pursuant to the application process to one or more of the SERT teams. With the formal request of another Police Chief or his designee, the SERT may be deployed to a non-member community with the approval of the SERT Commander's Chain of Command.
3. In rotation with other area tactical teams, each of the Entry Teams will take a week of on-call duty for the MINE Task Force for the purpose of planning and executing high-risk drug related search warrants.
4. The SERT Commander shall ensure that the files have been maintained on any incident or situation where the SERT is utilized or activated to include involved officers and action taken by the SERT. This reporting shall include training exercises, search warrant executions, and overtime expenditures.
5. Each member Agency shall retain control, responsibility, and liability for its own employees while participating in SERT.
6. The members agree that the applicable National Incident Management System (NIMS) standards shall apply for command and control of SERT units while operating in member and non-member jurisdictions.

## **VI. FINANCIAL AGREEMENT**

1. Each participating Agency shall be responsible for equipping their officer(s) with the agreed upon seasonal clothing, uniforms, personal protective equipment, communication hardware, training ammunition, ballistic vest, and other equipment. An exception to this clause may be a mutual agreement between two or more Agencies to provide an officer or agency with necessary equipment such as a radio if the affected officer does not have access to the same communication system.
2. Each Agency shall be responsible for any overtime pay due their respective officer(s) from any team related training, call-out, or critical situation incidents.
3. Each Agency shall be responsible for tracking, monitoring, and reporting the financial implications of an officer's use of overtime.

## **VII. ACQUISITION AND DIVESTITURE OF PROPERTY**

1. Two or more Agencies may decide to jointly purchase equipment for use by the SERT with costs split as agreed by the parties. The parties purchasing such joint equipment will also designate which party will be responsible for processing the purchase through its Agency's purchasing process. The purchasing party shall



invoice the other parties for their agreed share of the equipment cost which shall be payable within thirty (30) days of presentation of the invoice.

2. Should this relationship be dissolved or terminated, all equipment originally purchased by an individual Agency shall be returned to and retained by that Agency. Any equipment jointly purchased by two or more Agencies shall be disposed of by public auction with a distribution of the proceeds using the same ratio as the original funding of the purchase. Should an individual Agency desire to retain the jointly purchased equipment, all law enforcement executive officers of the member Agencies shall agree upon a value price and the Agency desiring to retain the equipment shall pay the other purchaser Agency(s) the percentage of the value price equal to the purchaser Agency's percentage of the original funding purchase.

## **VIII. CANCELLATION OR MODIFICATION OF THE AGREEMENT**

1. Any member Agency may withdraw from the SERT at any time prior to the expiration of this Agreement by giving sixty (60) days written notice to the other member Agencies. All notices under this Agreement shall be in writing and are deemed as given when deposited in the United States Post Office.

Notices to the City of West Des Moines shall be addressed to Chief of Police, City of West Des Moines, P.O. Box 65320, 250 Mills Civic Parkway, West Des Moines, Iowa 50265-0320.

Notices to the City of Urbandale shall be addressed to Chief of Police, City of Urbandale, 3740 NW 86th Street, Urbandale, Iowa 50322.

Notices to the City of Clive shall be addressed to Chief of Police, City of Clive, ~~8505 Harbach~~8800 Hickman Road~~Street~~, Clive, Iowa 50325.

Notices to the City of Johnston shall be addressed to the Chief of Police, City of Johnston, P.O. Box 410, Johnston, Iowa 50131-0410.

Notices to the City of Altoona shall be addressed to the Chief of Police, City of Altoona, 700 1st Avenue South, Altoona, Iowa 50009.

Notices to the City of Ankeny shall be addressed to the Chief of Police, City of Ankeny, 411 SW Ordinance Road, Ankeny, Iowa 50023.

Notices to the City of Waukee shall be addressed to the Chief of Police, City of Waukee, P.O. Box 757, Waukee, Iowa 50263.

Notices to Dallas County shall be addressed to the Dallas County Sheriff, 28985 Thin Blue Line Lane, Adel, Iowa 50003.

Notices to the City of Norwalk shall be addressed to the Chief of Police, City of Norwalk, 1100 Chatham Avenue, Norwalk, Iowa 50211.

Notices to the City of Windsor Heights shall be addressed to the Chief of Police, City of Windsor Heights, 1133 66<sup>th</sup> St., Windsor Heights, IA 50324.

Notices to the City of Polk City shall be addressed to the Chief of Police, City of Polk City, 309 W Van Dorn St., P.O. Box 381, Polk City, IA 50226.

If during the term of this Agreement any party shall change the address of the above contact persons, it shall notify the other parties of said new address.

2. This Agreement may be supplemented, amended, or revised by agreement of the parties after approval by their respective governing bodies by resolution approving said amendments, supplements, or revisions.

## **IX. LIABILITY**

Each party to this Agreement shall be responsible for the negligence of their own employees while engaging in SERT operations.

## **X. APPROVAL AND FILING**

Each member Agency approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize the City Clerk of West Des Moines to assemble the signature pages and append the same to copies of this Agreement, and to electronically file the Agreement with the Secretary of State of Iowa.

**SIGNATURE PAGES TO FOLLOW**

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF WEST DES MOINES, IOWA**

By \_\_\_\_\_  
**Russ Trimble, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Ryan T. Jacobson, City Clerk**

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF URBANDALE, IOWA**

By \_\_\_\_\_  
**Robert D. Andreweg, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Nicole Lunders, City Clerk**

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF CLIVE, IOWA**

**By** \_\_\_\_\_  
**John Edwards, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Matthew Graham, City Clerk**

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF JOHNSTON, IOWA**

By \_\_\_\_\_  
**Paula Dierenfeld, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cyndee Rhames, City Clerk**

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF ALTOONA, IOWA**

By \_\_\_\_\_  
**Dean O'Connor, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Randy Pierce, City Clerk**

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF ANKENY, IOWA**

**By** \_\_\_\_\_  
**Bobbi Bentz, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Yuska, City Clerk**



Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF WAUKEE, IOWA**

By \_\_\_\_\_  
**Courtney Clarke, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Becky Schuett, City Clerk**

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**DALLAS COUNTY, IOWA**

By \_\_\_\_\_  
**Chair**  
**Dallas County Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Notary**

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF NORWALK, IOWA**

**By** \_\_\_\_\_  
**Tom Phillips, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lindsey Offenburger, City Clerk**

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF WINDSOR HEIGHTS, IOWA**

**By** \_\_\_\_\_  
**Mike Jones, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Adam Strait, City Clerk**

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF POLK CITY, IOWA**

By \_\_\_\_\_  
**Steve Karsjen, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jenny Coffin, City Clerk**



**STAFF REPORT  
CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Resolution No. 2025-48 A Resolution Setting Public Hearing on Lease of 1151 65th Street

**GENERAL INFORMATION**

Notices on the 1151 65th St. city acquisition and Comprehensive Plan along with proposed CISS plans and Public Hearing information was dropped off at neighbors of 1151 65<sup>th</sup>. KP and Administration spoke with the two residents that were home. One indicated they were supportive and one indicated mixed feelings.

**ATTACHMENTS**

1. Resolution No. 2025-48 Resolution Setting Public Hearing On Lease Of 1151 65th St

## **RESOLUTION NO. 2025-48**

### **A RESOLUTION SETTING PUBLIC HEARING ON LEASE OF 1151 65<sup>TH</sup> STREET**

WHEREAS, the Windsor Heights City Council has received a request from Central Iowa Shelter and Services, to lease the following property locally known as 1151 65th St, Windsor Heights, IA 50324 and legally described as follows:

S 60F N 147.4F LOT 10 HOPKINS WOEHLER PLACE, an Official Plat, now included in and forming a part of the City of Windsor Heights, Polk county, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, the matter of the lease of the property shall be set down for public hearing on the 2nd day of June 2025, at 6 p.m. in the Council Chambers at the Public Safety Building, 1133 66<sup>th</sup> St. Windsor Heights Iowa.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to publish in an official newspaper, the notice of the time and place of said hearing at which time the City Council will hear from those parties, both for and against, interested in the lease of the above-described property.

This Resolution is passed this 19<sup>th</sup> day of May, 2025.

---

MAYOR, Mike Jones

ATTEST:

---

Adam Strait, City Clerk



**STAFF REPORT  
CITY COUNCIL**

May 19, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator  
Justin Ernst, City Engineer  
Andy Larson

SUBJECT: Approve Resolution No. 2025-49 A Resolution to Provide for a Notice of Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimated Total Cost for the University Avenue Maintenance Project and For the Taking of Bids of Said Project

**GENERAL INFORMATION**

This action authorizes the bidding and scheduling of a public hearing on June 16th for the University Maintenance Project. The project covers University Avenue between 63rd Street and west of 73rd Streets and includes asphalt pavement rejuvenation and pavement markings. Two way traffic will remain open during restriping and efforts will be made to complete work at busy intersections during non-peak hours. It is part of the 2025-2026 Capital Improvement Program (CIP). The estimated construction cost is \$176,000.

**ATTACHMENTS**

1. Resolution No. 2025-49 - A Resolution to Set a Public Hearing and Take Bids on University Maintenance Project
2. 2025-04-30 - 113231\_UNIVERSITY SEAL COAT PROJECT
3. OPC
4. Project Schedule 4.29.25
5. University Maintenance Project\_Signed Plans
6. 5.14.2025\_113231\_ PROJECT MANUAL



**Resolution No. 2025-49**

**A RESOLUTION TO PROVIDE FOR A NOTICE OF PUBLIC HEARING ON THE PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED TOTAL COST FOR THE UNIVERSITY AVENUE MAINTENANCE PROJECT AND FOR THE TAKING OF BIDS ON SAID PROJECT**

**WHEREAS**, it is proposed that the City of Windsor Heights authorize the construction of public improvements as described in the proposed plans, specifications, and form of contract prepared by Bolten and Menk (the “Project Engineer”), which may be hereinafter referred to as the “University Avenue Maintenance Project” (the “Project”); and

**WHEREAS**, the proposed plans, specifications, form of contract and estimated total cost for the project (the “Contract Documents”) are on file with the City Clerk; and

**WHEREAS**, it is necessary to set a time and place for a public hearing on the Contract Documents, to publish Notice of Public Hearing on the Contract Documents, and to advertise for sealed bids on the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, IOWA:**

1. The City hereby approves the proposed Contract Documents referred to in this Resolution, as prepared by the Project Engineer, in their preliminary form.
2. The City hereby determines that the Project is necessary and desirable for the City and finds that it is in the best interest of the City to proceed towards construction of the Project.
3. The City shall hold a public hearing on the proposed Contract Documents on June 16 2025 at 6:00 pm at City Hall, at which time any interested person may appear and file objections to the proposed Contract Documents, and, after hearing objections, the City may proceed with approval of said Contract Documents.
4. The City hereby authorizes and directs the City Clerk to publish the notice of public hearing on the Contract Documents for the Project at least once, not less than four (4) not more than twenty (20) days before the date of the hearing.
5. The City hereby delegates Bolten and Menk the duty of publishing notice to bidders not less than 13 or more than 45 days before the date of filing bids.
6. The City hereby sets June 10, 2025 at 10:00 AM in the Office of the City Clerk as the time and place that the City’s designee will open and announce the bids received for construction of the Project.
7. The City hereby authorizes and directs advertisement for sealed bids for the Project in accordance with Iowa Code Chapter 26.

Passed and approved this 19<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Mike Jones, Mayor

Attest: \_\_\_\_\_  
Adam Strait, City Clerk

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS".

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", VERSION OCTOBER 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL 1-800-292-8989 OR 811

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

# CITY OF WINDSOR HEIGHTS

## CONSTRUCTION PLANS FOR

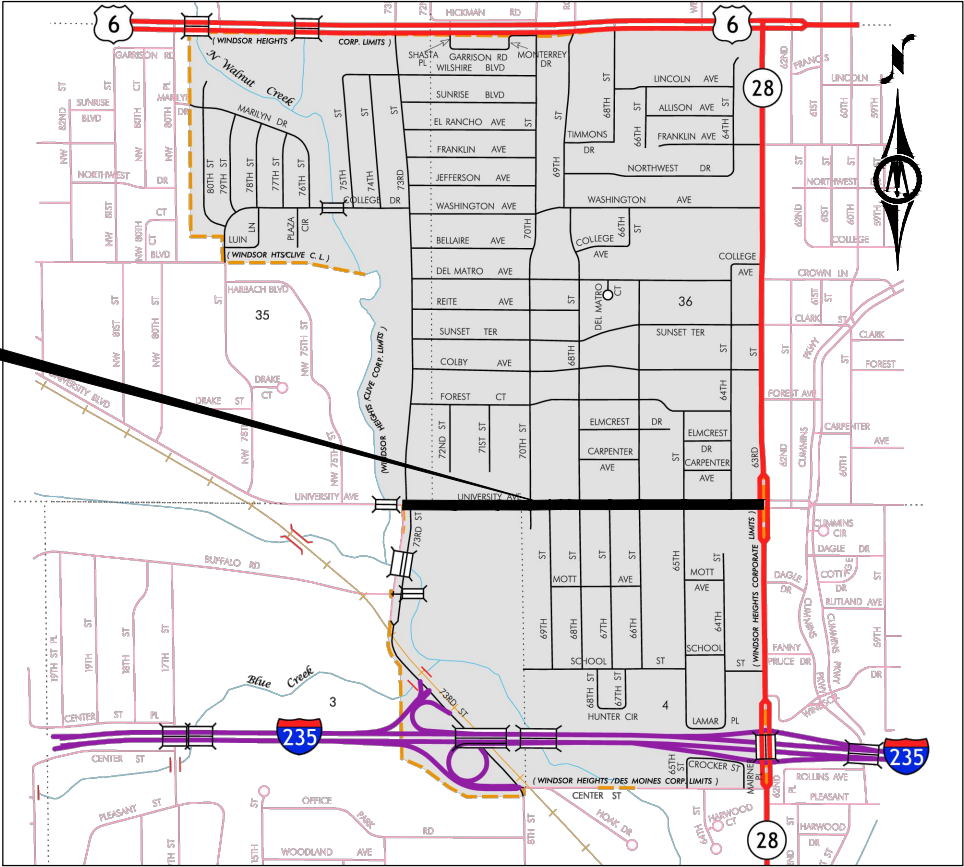
# UNIVERSITY AVENUE

# MAINTENANCE PROJECT

MAY, 2025

PRELIMINARY  
NOT FOR CONSTRUCTION,  
RECORDING PURPOSES, OR  
IMPLEMENTATION.

PROJECT LOCATION



MAP OF THE  
CITY OF WINDSOR HEIGHTS  
POLK COUNTY, IA



| SHEET INDEX                         |                                        |          |            |
|-------------------------------------|----------------------------------------|----------|------------|
| SHEET NUMBER                        | SHEET TITLE                            | REVISION | ISSUE DATE |
| A.01                                | TITLE SHEET                            |          |            |
| A.02                                | LEGEND SHEET                           |          |            |
| C.01                                | GENERAL NOTE                           |          |            |
| C.02                                | QUANTITIES AND ESTIMATE REFERENCE NOTE |          |            |
| D.01 - D.02                         | PLAN SHEET                             |          |            |
| J.01                                | TRAFFIC CONTROL DETAILS                |          |            |
| N.01 - N.06                         | PAVEMENT MARKING                       |          |            |
| THIS PLAN SHEET CONTAINS 13 SHEETS. |                                        |          |            |

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

JUSTIN L. ERNST, P.E.

LICENSE NUMBER: 23753      DATE: XX/XX/XXXX

MY LICENSE RENEWAL DATE IS December 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEET

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430 E GRAND AVENUE, SUITE 101  
DES MOINES, IA 50309  
Phone: (515) 259-9190  
Email: DesMoines@bolton-menk.com  
www.bolton-menk.com

| DESIGNED         | REV | DESCRIPTION | DATE |
|------------------|-----|-------------|------|
| PL               |     |             |      |
| DRAWN            |     |             |      |
| PL               |     |             |      |
| CHECKED          |     |             |      |
| JLE              |     |             |      |
| CLIENT PROJ. NO. |     |             |      |
| A13.113231       |     |             |      |

CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT

TITLE SHEET

SHEET

A.01

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## EXISTING TOPOGRAPHIC SYMBOLS

|  |                                 |  |                           |
|--|---------------------------------|--|---------------------------|
|  | ACCESS GRATE                    |  | SATELLITE DISH            |
|  | AIR CONDITION UNIT              |  | SIGN TRAFFIC              |
|  | ANTENNA                         |  | SIGNAL CONTROL CABINET    |
|  | AUTO SPRINKLER CONNECTION       |  | SOIL BORING               |
|  | BARRICADE PERMANENT             |  | SIREN                     |
|  | BASKETBALL POST                 |  | TELEPHONE BOOTH           |
|  | BENCH                           |  | TILE INLET                |
|  | BIRD FEEDER                     |  | TILE OUTLET               |
|  | BOLLARD                         |  | TILE RISER                |
|  | BUSH                            |  | TRANSFORMER-ELECTRIC      |
|  | CATCH BASIN RECTANGULAR CASTING |  | TREE-CONIFEROUS           |
|  | CATCH BASIN CIRCULAR CASTING    |  | TREE-DEAD                 |
|  | CURB STOP                       |  | TREE-DECIDUOUS            |
|  | CLEAN OUT                       |  | TREE STUMP                |
|  | CULVERT END                     |  | TRAFFIC ARM BARRIER       |
|  | DRINKING FOUNTAIN               |  | TRAFFIC SIGNAL            |
|  | DOWN SPOUT                      |  | TRASH CAN                 |
|  | FILL PIPE                       |  | UTILITY MARKER            |
|  | FIRE HYDRANT                    |  | VALVE                     |
|  | FLAG POLE                       |  | VALVE POST INDICATOR      |
|  | FLARED END / APRON              |  | VALVE VAULT               |
|  | FUEL PUMP                       |  | VAULT                     |
|  | GRILL                           |  | VENT PIPE                 |
|  | GUY WIRE ANCHOR                 |  | WATER SPIGOT              |
|  | HANDHOLE                        |  | WELL                      |
|  | HANDICAP SPACE                  |  | WETLAND DELINEATED MARKER |
|  | IRRIGATION SPRINKLER HEAD       |  | WETLAND                   |
|  | IRRIGATION VALVE BOX            |  | WET WELL                  |
|  | LIFT STATION CONTROL PANEL      |  | YARD HYDRANT              |
|  | LIFT STATION                    |  |                           |
|  | LIGHT POLE                      |  |                           |
|  | MAILBOX                         |  |                           |
|  | MANHOLE-COMMUNICATION           |  |                           |
|  | MANHOLE-ELECTRIC                |  |                           |
|  | MANHOLE-GAS                     |  |                           |
|  | MANHOLE-HEAT                    |  |                           |
|  | MANHOLE-SANITARY SEWER          |  |                           |
|  | MANHOLE-STORM SEWER             |  |                           |
|  | MANHOLE-UTILITY                 |  |                           |
|  | MANHOLE-WATER                   |  |                           |
|  | METER                           |  |                           |
|  | ORDER MICROPHONE                |  |                           |
|  | PARKING METER                   |  |                           |
|  | PAVEMENT MARKING                |  |                           |
|  | PEDESTAL-COMMUNICATION          |  |                           |
|  | PEDESTAL-ELECTRIC               |  |                           |
|  | PEDESTRIAN PUSH BUTTON          |  |                           |
|  | PICNIC TABLE                    |  |                           |
|  | POLE-UTILITY                    |  |                           |
|  | POST                            |  |                           |
|  | RAILROAD SIGNAL POLE            |  |                           |
|  | REGULATION STATION GAS          |  |                           |

## PROPOSED TOPOGRAPHIC SYMBOLS

|  |                                 |
|--|---------------------------------|
|  | CLEANOUT                        |
|  | MANHOLE                         |
|  | LIFT STATION                    |
|  | STORM SEWER CIRCULAR CASTING    |
|  | STORM SEWER RECTANGULAR CASTING |
|  | STORM SEWER FLARED END / APRON  |
|  | STORM SEWER OUTLET STRUCTURE    |
|  | STORM SEWER OVERFLOW STRUCTURE  |
|  | CURB BOX                        |
|  | FIRE HYDRANT                    |
|  | WATER VALVE                     |
|  | WATER REDUCER                   |
|  | WATER BEND                      |
|  | WATER TEE                       |
|  | WATER CROSS                     |
|  | WATER SLEEVE                    |
|  | WATER CAP / PLUG                |
|  | RIP RAP                         |
|  | DRAINAGE FLOW                   |
|  | TRAFFIC SIGNS                   |
|  | LIGHT POLE                      |

## SURVEY SYMBOLS

|  |                    |  |                    |
|--|--------------------|--|--------------------|
|  | BENCHMARK LOCATION |  | CAST IRON MONUMENT |
|  | CONTROL POINT      |  | STONE MONUMENT     |
|  | MONUMENT FOUND     |  |                    |

## EXISTING TOPOGRAPHIC LINES

|  |                  |
|--|------------------|
|  | RETAINING WALL   |
|  | FENCE            |
|  | FENCE-DECORATIVE |
|  | GUARD RAIL       |
|  | TREE LINE        |
|  | BUSH LINE        |

## SURVEY LINES

|  |                        |
|--|------------------------|
|  | CONTROLLED ACCESS      |
|  | BOUNDARY               |
|  | CENTERLINE             |
|  | EXISTING EASEMENT LINE |
|  | PROPOSED EASEMENT LINE |
|  | EXISTING LOT LINE      |
|  | PROPOSED LOT LINE      |
|  | EXISTING RIGHT-OF-WAY  |
|  | PROPOSED RIGHT-OF-WAY  |
|  | SETBACK LINE           |
|  | SECTION LINE           |
|  | QUARTER LINE           |
|  | SIXTEENTH LINE         |
|  | TEMPORARY EASEMENT     |

## EXISTING UTILITY LINES

|  |                        |
|--|------------------------|
|  | FORCEMAIN              |
|  | SANITARY SEWER         |
|  | SANITARY SERVICE       |
|  | STORM SEWER            |
|  | STORM SEWER DRAIN TILE |
|  | WATERMAIN              |
|  | WATER SERVICE          |

## PROPOSED UTILITY LINES

|  |                                |
|--|--------------------------------|
|  | FORCEMAIN                      |
|  | SANITARY SEWER                 |
|  | SANITARY SERVICE               |
|  | STORM SEWER                    |
|  | STORM SEWER DRAIN TILE         |
|  | WATERMAIN                      |
|  | WATER SERVICE                  |
|  | PIPE CASING                    |
|  | TRENCHLESS PIPE (PLAN VIEW)    |
|  | TRENCHLESS PIPE (PROFILE VIEW) |

## GRADING INFORMATION

|  |                                        |
|--|----------------------------------------|
|  | EXISTING CONTOUR MINOR                 |
|  | EXISTING CONTOUR MAJOR                 |
|  | PROPOSED CONTOUR MINOR                 |
|  | PROPOSED CONTOUR MAJOR                 |
|  | PROPOSED GRADING LIMITS / SLOPE LIMITS |
|  | PROJECT LIMITS                         |
|  | PROPOSED SPOT ELEVATION                |
|  | RISE:RUN (SLOPE)                       |

## EXISTING PRIVATE UTILITY LINES

NOTE:  
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL - 1.800.422-8889

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND REVISION OF EXISTING SUBSURFACE UTILITY DATA"

|  |                           |
|--|---------------------------|
|  | UNDERGROUND FIBER OPTIC   |
|  | UNDERGROUND ELECTRIC      |
|  | UNDERGROUND GAS           |
|  | UNDERGROUND COMMUNICATION |
|  | OVERHEAD ELECTRIC         |
|  | OVERHEAD COMMUNICATION    |
|  | OVERHEAD UTILITY          |

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL  
EXAMPLE: UNDERGROUND GAS, QUALITY LEVEL A  
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

## ABBREVIATIONS

|         |                          |      |                           |      |                                |
|---------|--------------------------|------|---------------------------|------|--------------------------------|
| A       | ALGEBRAIC DIFFERENCE     | GV   | GATE VALVE                | SAN  | SANITARY SEWER                 |
| ADJ     | ADJUST                   | HDPE | HIGH DENSITY POLYETHYLENE | SCH  | SCHEDULE                       |
| ALT     | ALTERNATE                | HH   | HANDHOLE                  | SERV | SERVICE                        |
| B-B     | BACK TO BACK             | HMA  | HOT MIX ASPHALT           | SHLD | SHOULDER                       |
| BLDG    | BUILDING                 | HP   | HIGH POINT                | STA  | STATION                        |
| BMP     | BEST MANAGEMENT PRACTICE | HWL  | HIGH WATER LEVEL          | STD  | STANDARD                       |
| BR      | BEGIN RADIUS             | HYD  | HYDRANT                   | STM  | STORM SEWER                    |
| BV      | BUTTERFLY VALVE          | I    | INVERT                    | TC   | TOP OF CURB                    |
| CB      | CATCH BASIN              | K    | CURVE COEFFICIENT         | TE   | TEMPORARY EASEMENT             |
| C&G     | CURB AND GUTTER          | L    | LENGTH                    | TEMP | TEMPORARY                      |
| CIP     | CAST IRON PIPE           | LO   | LOWEST OPENING            | TNH  | TOP NUT HYDRANT                |
| CIPP    | CURED-IN-PLACE PIPE      | LP   | LOW POINT                 | TP   | TOP OF PIPE                    |
| CL      | CENTER LINE              | LT   | LEFT                      | TYP  | TYPICAL                        |
| CL      | CLASS                    | MH   | MANHOLE                   | VCP  | VITRIFIED CLAY PIPE            |
| CMP     | CORRUGATED METAL PIPE    | MIN  | MINIMUM                   | VERT | VERTICAL                       |
| C.O.    | CHANGE ORDER             | MR   | MID RADIUS                | VPC  | VERTICAL POINT OF CURVE        |
| COMM    | COMMUNICATION            | NIC  | NOT IN CONTRACT           | VPI  | VERTICAL POINT OF INTERSECTION |
| CSP     | CORRUGATED STEEL PIPE    | NMC  | NON-METALLIC CONDUIT      | VPT  | VERTICAL POINT OF TANGENT      |
| CLVT    | CULVERT                  | NTS  | NOT TO SCALE              | WM   | WATERMAIN                      |
| DIA     | DIAMETER                 | NWL  | NORMAL WATER LEVEL        | WS   | WATER SERVICE                  |
| DIP     | DUCTILE IRON PIPE        | OHW  | ORDINARY HIGH WATER LEVEL |      |                                |
| DWY     | DRIVEWAY                 | PC   | POINT OF CURVE            |      |                                |
| E       | EXTERNAL CURVE DISTANCE  | PCC  | PORTLAND CEMENT CONCRETE  | AC   | ACRES                          |
| ESMT    | EASEMENT                 | PE   | PERMANENT EASEMENT        | CF   | CUBIC FEET                     |
| ELEC    | ELECTRIC                 | PED  | PEDESTRIAN, PEDESTAL      | CV   | COMPACTED VOLUME               |
| ELEV/EL | ELEVATION                | PERF | PERFORATED PIPE           | CY   | CUBIC YARD                     |
| EOF     | EMERGENCY OVERFLOW       | PERM | PERMANENT                 | EA   | EACH                           |
| ER      | END RADIUS               | PI   | POINT OF INTERSECTION     | EV   | EXCAVATED VOLUME               |
| EX      | EXISTING                 | PL   | PROPERTY LINE             | LB   | POUND                          |
| FES     | FLARED END SECTION       | PRC  | POINT OF REVERSE CURVE    | LF   | LINEAR FEET                    |
| F-F     | FACE TO FACE             | PT   | POINT OF TANGENT          | LS   | LUMP SUM                       |
| FF      | FINISHED FLOOR           | PVC  | POLYVINYL CHLORIDE PIPE   | LV   | LOOSE VOLUME                   |
| F&I     | FURNISH AND INSTALL      | PVMT | PAVEMENT                  | SF   | SQUARE FEET                    |
| FM      | FORCEMAIN                | R    | RADIUS                    | SV   | STOCKPILE VOLUME               |
| FO      | FIBER OPTIC              | RCP  | REINFORCED CONCRETE PIPE  | SY   | SQUARE YARD                    |
| F.O.    | FIELD ORDER              | RET  | RETAINING                 |      |                                |
| GRAN    | GRANULAR                 | R/W  | RIGHT-OF-WAY              |      |                                |
| GRAV    | GRAVEL                   | RSC  | RIGID STEEL CONDUIT       |      |                                |
| GU      | GUTTER                   | RT   | RIGHT                     |      |                                |



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CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT

LEGEND SHEET

SHEET

A.02

STANDARD CONSTRUCTION NOTES:

1.

ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE 2025 IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
2.

ANY DEFECTIVE WORK CONDEMNED BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SECTION 1050, 1.08 'REMOVAL OF DEFECTIVE WORK' OF THE STANDARD SPECIFICATIONS. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
3.

THE CONTRACTOR SHALL PRESERVE ALL SURVEY CONTROL, LINE AND GRADE STAKES IN ACCORDANCE WITH SECTION 1050, 1.10 'LINE AND GRADE STAKES' OF THE STANDARD SPECIFICATIONS.
4.

PRIOR TO MOBILIZING OFF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SECTION 1050, 1.14 'FINAL INSPECTION AND ACCEPTANCE' OF THE STANDARD SPECIFICATIONS.
5.

THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SECTION 1070, 1.03 'PERMITS AND LICENSES' OF THE STANDARD SPECIFICATIONS.
6.

THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH SECTION 1070, 2.02 'CONVENIENCE AND SAFETY' OF THE STANDARD SPECIFICATIONS.
7.

LIMITS OF CONSTRUCTION ARE WITHIN THE CITY RIGHT OF WAY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN THE LIMITS OF CONSTRUCTION IN ACCORDANCE WITH SECTION 1070, 2.04 'PROJECT AREA FOR THE WORK' OF THE STANDARD SPECIFICATIONS.
8.

IN ACCORDANCE WITH SECTION 1070, 2.08 'PROTECTION OF PROPERTY' OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION OF ALL ITS WORK FROM DAMAGE AND SHALL PROTECT THE JURISDICTION'S PROPERTY AND ADJACENT PRIVATE PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL REPAIR OR RESTORE ANY SUCH DAMAGE, INJURY, OR LOSS TO JURISDICTION PROPERTY OR ADJACENT PROPERTY.
9.

THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL IN ACCORDANCE WITH SECTION 1070, 2.08 'PROTECTION OF PROPERTY' OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
10.

THE CONTRACTOR SHALL PRESERVE OR REPLACE ALL PROPERTY MONUMENTS ON THE PROJECT SITE IN ACCORDANCE WITH SECTION 1070, 2.09 'LAND MONUMENTS' OF THE STANDARD SPECIFICATIONS.
11.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT THEIR EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. UPON FAILURE TO DO SO WITHIN THREE WORKING DAYS AFTER SUCH REQUEST BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THEREOF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ITS FINAL PAYMENT IN ACCORDANCE WITH SECTION 1070, 2.15 'FINISHING AND CLEANUP REQUIREMENTS' OF THE STANDARD SPECIFICATIONS.
12.

THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED. IF IT APPEARS THE RATE OF PROGRESS IS SUCH THAT THE CONTRACT WILL NOT BE COMPLETED WITHIN THE TIME ALLOWED, OR IF THE WORK IS NOT BEING EXECUTED IN A SATISFACTORY AND WORKMANLIKE MANNER, THE ENGINEER MAY ORDER THE CONTRACTOR TO TAKE SUCH STEPS AS NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THE CONTRACT IN ACCORDANCE WITH SECTION 1080, 1.03 'WORK PROGRESS AND SCHEDULE' OF THE STANDARD SPECIFICATIONS.

UTILITY COORDINATION NOTES:

1.

THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
2.

ANTICIPATED UTILITY CONFLICTS HAVE BEEN IDENTIFIED AND EACH RESPECTIVE UTILITY OWNER HAS BEEN INFORMED OF THE POTENTIAL CONFLICTS. THE CONTRACTOR SHALL PROTECT THE EXISTING UTILITIES TO REMAIN WITHIN THE PROJECT SITE.
3.

THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 1070, 2.07 'PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES' OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
4.

IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.

PROJECT SCHEDULE

1.

SUBSTANTIAL COMPLETION: 09/30/2025  
LIQUIDATED DAMAGES: \$500 / CALENDAR/WORKING DAY
2.

FINAL COMPLETION: 10/31/2025  
LIQUIDATED DAMAGES: \$500 / CALENDAR/WORKING DAY

PROJECT NOTES:

1.

EXISTING SIDEWALKS WITHIN THE PROJECT ARE TO BE PROTECTED AND PEDESTRIAN ACCESS TO ALL ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
2.

CONTRACTOR SHALL STAGE WORK IN A MANNER TO MINIMIZE IMPACT TO RESIDENTS AND TRAFFIC.
3.

CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
4.

CONTRACTOR OPERATIONS CREATING OBJECTIONABLE LEVELS OF NOISE SHALL NOT BEGIN PRIOR TO 7:00 AM AND SHALL END PRIOR TO 9:00 PM.

TRAFFIC CONTROL NOTES:

1.

THE CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLAN FOR APPROVAL TWO WEEKS PRIOR TO WORK.
2.

UNLESS ABSOLUTELY NECESSARY, TRAFFIC LANES ARE TO BE A MINIMUM WIDTH OF 11'. ENGINEER'S APPROVAL WILL BE REQUIRED FOR NARROWER LANES, IF REQUIRED.
3.

MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION AT ALL TIMES.
4.

DYNAMIC MESSAGE BOARDS TO BE INSTALLED AT EACH ENDS OF THE PROJECT A MINIMUM OF 7 CALENDAR DAYS PRIOR TO WORK STARTING. IF MORE THAN 2 WEEKS BETWEEN OPERATIONS WERE NO WORK IS BEING PERFORMED, MESSAGE BOARDS TO BE INSTALLED AGAIN A MINIMUM OF 7 CALENDAR DAYS PRIOR TO WORK STARTING AGAIN (INCIDENTAL). MESSAGES TO BE APPROVED BY ENGINEER PRIOR TO INSTALLATION.
5.

TRAFFIC CONTROL LAYOUTS SHOWN ON THESE PLANS ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
6.

THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS, IF APPLICABLE, TO THE ENGINEER FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
7.

IF NECESSARY, STREETS WILL BE CLOSED IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL PLANS MUST BE REVIEWED AND APPROVED BY ENGINEER.
8.

ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
9.

PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
10.

THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER
11.

SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
12.

ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
13.

AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.

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RECORDING PURPOSES, OR  
IMPLEMENTATION.



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CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT

GENERAL NOTE

SHEET

C.01

| ESTIMATED PROJECT QUANTITIES - BASE BID |            |                           |      |          |               |
|-----------------------------------------|------------|---------------------------|------|----------|---------------|
| ITEM NO.                                | ITEM CODE  | ITEM                      | UNIT | QUANTITY | AS-BUILT QTY. |
| 1                                       | 7060-999-A | ASHPALT REJUVENATOR       | SY   | 12100    |               |
| 2                                       | 8030-A     | TEMPORARY TRAFFIC CONTROL | LS   | 1        |               |
| 3                                       | 11020-A    | MOBILIZATION              | LS   | 1        |               |

| ESTIMATED PROJECT QUANTITIES (ALTERNATE A) |           |                                      |      |          |               |
|--------------------------------------------|-----------|--------------------------------------|------|----------|---------------|
| ITEM NO.                                   | ITEM CODE | ITEM                                 | UNIT | QUANTITY | AS-BUILT QTY. |
| A1                                         | 8020-C    | PAINTED PAVEMENT MARKINGS, DURABLE   | STA  | 264      |               |
| A2                                         | 8020-G    | PAINTED SYMBOLS AND LEGENDS, DURABLE | EA   | 58       |               |
| A3                                         | 8020-M    | GROOVES CUT FOR PAVEMENT MARKINGS    | STA  | 264      |               |
| A4                                         | 8020-N    | GROOVES CUT FOR SYMBOLS AND LEGENDS  | EA   | 58       |               |
| A5                                         | 8030-A    | TEMPORARY TRAFFIC CONTROL            | LS   | 1        |               |
| A6                                         | 11020-A   | MOBILIZATION                         | LS   | 1        |               |

PRELIMINARY  
NOT FOR CONSTRUCTION,  
RECORDING PURPOSES, OR  
IMPLEMENTATION.

| ESTIMATE REFERENCE INFORMATION |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEM NO.                       | ITEM CODE  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1                              | 7060-999-A | <u>ASHPALT REJUVENATOR</u><br>UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, SURFACE PREPARATION INCLUDING PROTECTION OF STREET FIXTURES; FURNISHING AND PLACING OF MATERIALS, AND FINAL CLEAN UP. REPLAY BY BIOSPAN OR DELTA MIST OR OTHER APPROVED PLANT BASED REJUVENATORS IN BE USED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2                              | 8030-A     | <u>TEMPORARY TRAFFIC CONTROL</u><br>LUMP SUM PRICE INCLUDES, BUT IS NOT LIMITED TO, INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; TOTAL ROADWAY CLOSURES WITH INSTALLATION AND REMOVAL OF DETOUR SIGNING AS SHOWN IN THE CONTRACT DOCUMENT; REMOVALS AND REINSTALLATION OR COVERING OF PERMANENT TRAFFIC CONTROL DEVICES THAT CONFLICT WITH TEMPORARY TRAFFIC CONTROL PLAN; MONITORING AND DOCUMENTING TRAFFIC CONTROL CONDITIONS; AND FLAGGERS WHEN REQUIRED IN THE CONTRACT DOCUMENT. THE FOLLOWING ARE ALSO INCLUDED IN THE TRAFFIC CONTROL UNLESS A SEPERATED BID ITEM IS PROVIDED. PORTABLE DYNAMIC MESSAGE SIGNS, TEMPORARY BARRIER RAIL, TEMPORARY FLOOD LIGHTING, AND PILOR CARS. INCIDENTAL TO THIS ITEM IS REMOVAL OF EXISTING STREET SIGNS NOT TO REMAIN. |
| 3                              | 11020-A    | <u>MOBILIZATION</u><br>THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN THE CONTRACT PRICE WILL BE MADE FOR ANY CHANGE IN STAGING OR COMBINATION THEREOF.                                                                                                                                                                                                                                                                                                                                                                                                                               |

| ESTIMATE REFERENCE INFORMATION (ALTERNATE A) |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEM NO.                                     | ITEM CODE | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| A1                                           | 8020-C    | <u>PAINTED PAVEMENT MARKINGS, DURABLE</u><br>UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, LAYOUT, SURFACE PREPARATION, AND APPLICATION OF MARKING PAINT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| A2                                           | 8020-G    | <u>PAINTED SYMBOLS AND LEGENDS, DURABLE</u><br>UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, LAYOUR, SURFACE PREPARATION, AND APPLICATION OF EACH SYMBOLS AND LEGENDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| A3                                           | 8020-M    | <u>GROOVES CUT FOR PAVEMENT MARKINGS</u><br>LAYOUT, CUTTING GROOVES, COLLECTION AND DISPOSAL OF REMOVED MATERIAL, AND ADDITIONAL GROOVE WIDTH AND TRANSITION LENGTH BEYOND THE PAVEMENT MARKING DIMENSIONS. REMOVE EXISTING MARKINGS AS GROOVES ARE CUT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| A4                                           | 8020-N    | <u>GROOVES CUT FOR SYMBOLS AND LEGENDS</u><br>LAYOUT, CUTTING GROOVES, AND COLLECTION AND DISPOSAL OF REMOVED MATERIAL. REMOVE EXISTING MARKINGS AS GROOVES ARE CUT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| A5                                           | 8030-A    | <u>TEMPORARY TRAFFIC CONTROL</u><br>LUMP SUM PRICE INCLUDES, BUT IS NOT LIMITED TO, INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; TOTAL ROADWAY CLOSURES WITH INSTALLATION AND REMOVAL OF DETOUR SIGNING AS SHOWN IN THE CONTRACT DOCUMENT; REMOVALS AND REINSTALLATION OR COVERING OF PERMANENT TRAFFIC CONTROL DEVICES THAT CONFLICT WITH TEMPORARY TRAFFIC CONTROL PLAN; MONITORING AND DOCUMENTING TRAFFIC CONTROL CONDITIONS; AND FLAGGERS WHEN REQUIRED IN THE CONTRACT DOCUMENT. THE FOLLOWING ARE ALSO INCLUDED IN THE TRAFFIC CONTROL UNLESS A SEPERATED BID ITEM IS PROVIDED. PORTABLE DYNAMIC MESSAGE SIGNS, TEMPORARY BARRIER RAIL, TEMPORARY FLOOD LIGHTING, AND PILOR CARS. INCIDENTAL TO THIS ITEM IS REMOVAL OF EXISTING STREET SIGNS NOT TO REMAIN. |
| A6                                           | 11020-A   | <u>MOBILIZATION</u><br>THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN THE CONTRACT PRICE WILL BE MADE FOR ANY CHANGE IN STAGING OR COMBINATION THEREOF.                                                                                                                                                                                                                                                                                                                                                                                                                               |

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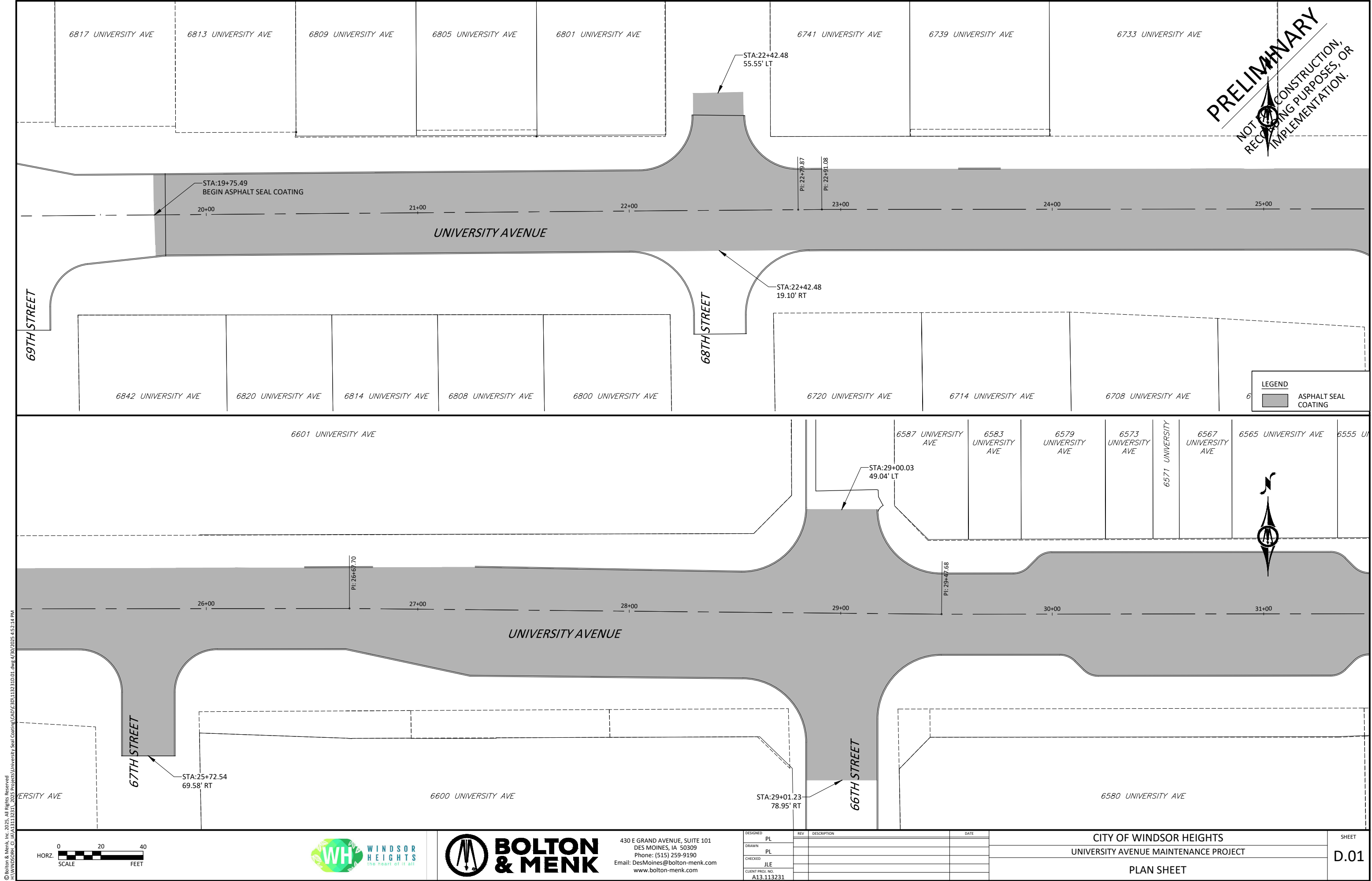
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CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
QUANTITIES AND ESTIMATE REFERENCE NOTE

SHEET

C.02





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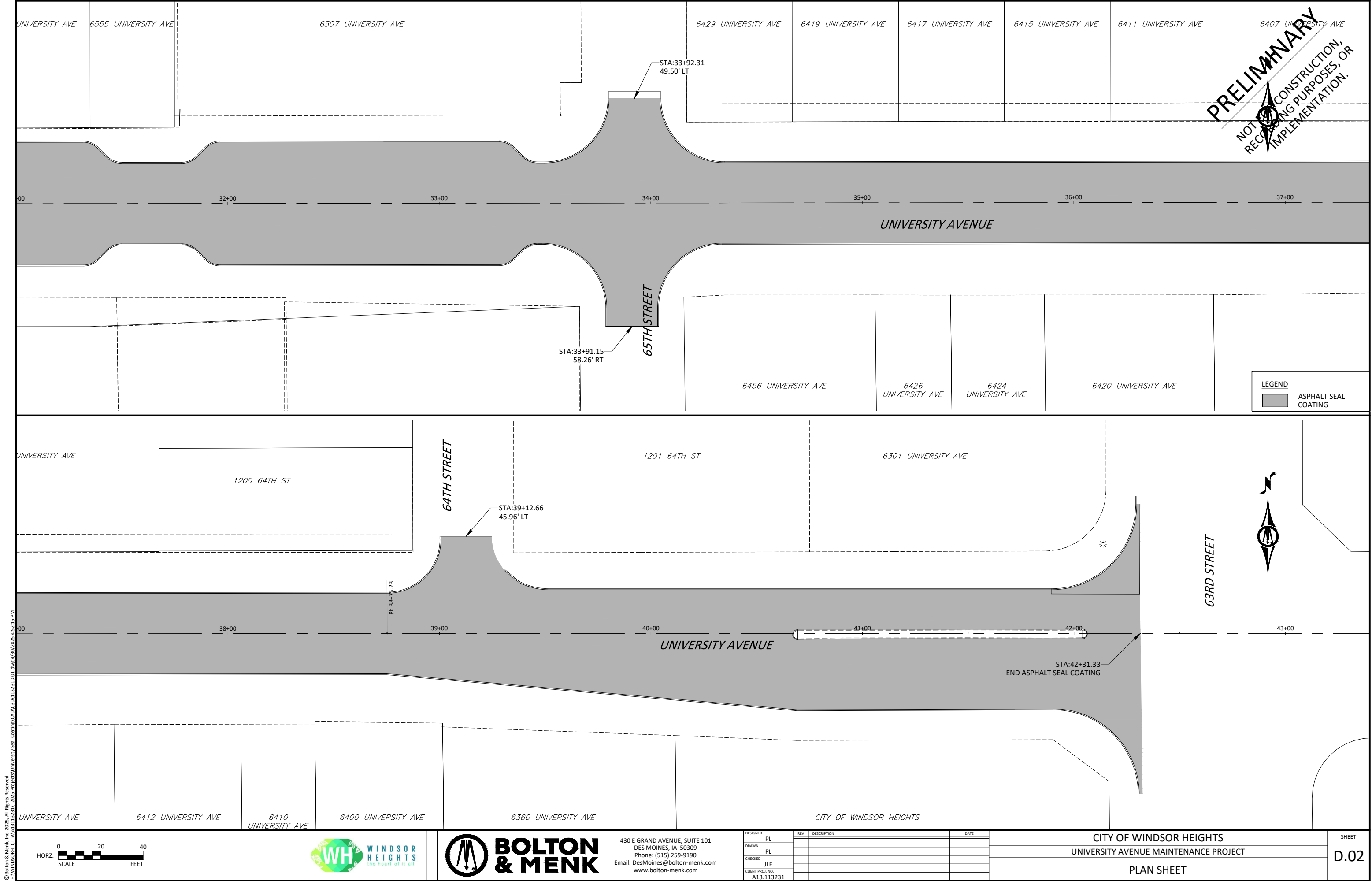
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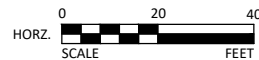
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PLAN SHEET

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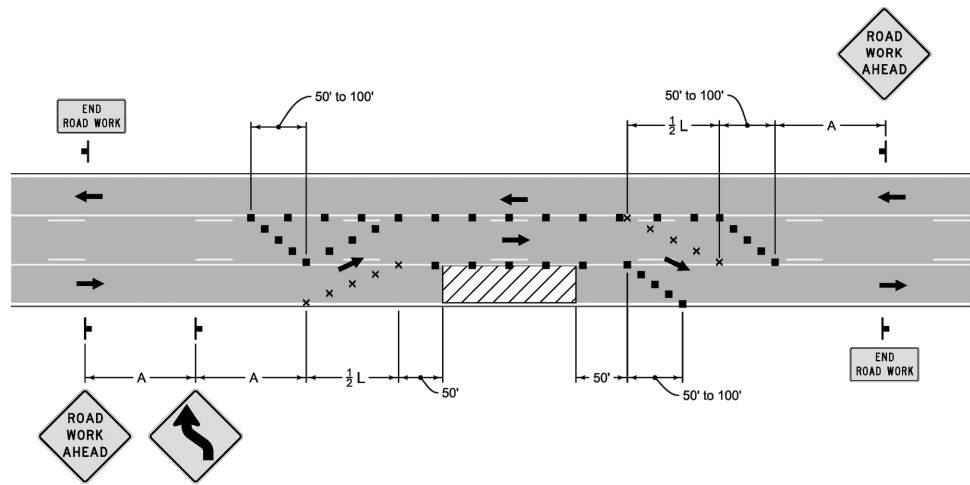
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FIGURE 8030.108 | SHEET 1 OF 1



May be used for short-term daylight operations in urban areas on 3-lane street. Nighttime operations require additional traffic control and retroreflective sheeting.

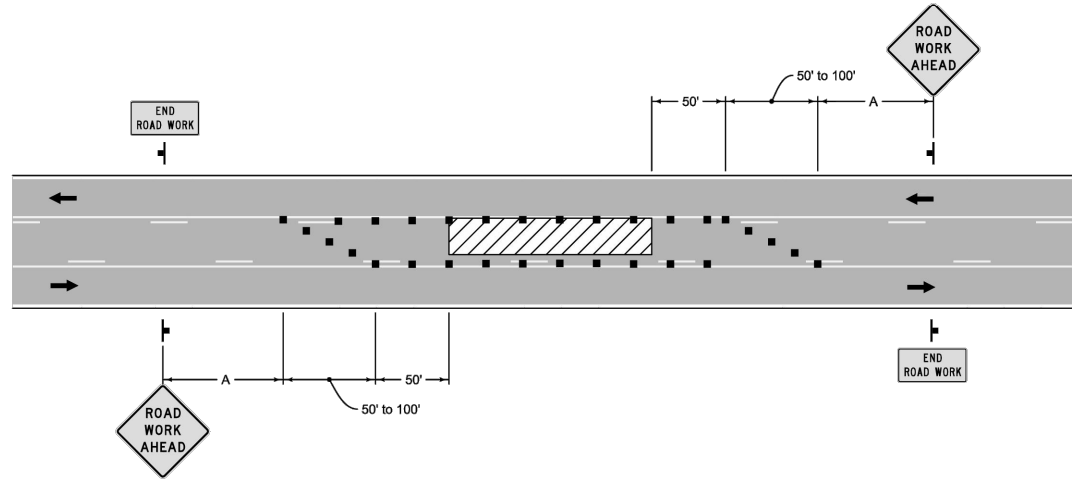
Cones may be used as channelizing devices during daylight hours.

Flaggers and additional traffic control devices may be required for higher traffic volumes or commercial areas.

Refer to Figure 8030.101 for symbol key and sign spacing.

|                                                                                     |                 |
|-------------------------------------------------------------------------------------|-----------------|
|  | REVISION        |
|                                                                                     | New 10-17-17    |
|                                                                                     | <b>8030.108</b> |
| SHEET 1 of 1                                                                        |                 |
| SUDAS Standard Specifications                                                       |                 |
| TRAFFIC CONTROL FOR OUTSIDE LANE CLOSURE OF STREET WITH CONTINUOUS LEFT TURN LANE   |                 |

FIGURE 8030.109 | SHEET 1 OF 1



May be used for short-term daylight operations in urban areas on 3-lane or 5-lane street. Nighttime operations require additional traffic control and retroreflective sheeting.

Cones may be used as channelizing devices during daylight hours.

Flaggers and additional traffic control devices may be required for higher traffic volumes or commercial areas.

Refer to Figure 8030.101 for symbol key and sign spacing.

|                                                                                     |                 |
|-------------------------------------------------------------------------------------|-----------------|
|  | REVISION        |
|                                                                                     | New 10-17-17    |
|                                                                                     | <b>8030.109</b> |
| SHEET 1 of 1                                                                        |                 |
| SUDAS Standard Specifications                                                       |                 |
| TRAFFIC CONTROL FOR CLOSURE OF CONTINUOUS LEFT TURN LANE                            |                 |

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NOT FOR CONSTRUCTION,  
RECORDING PURPOSES, OR  
IMPLEMENTATION.



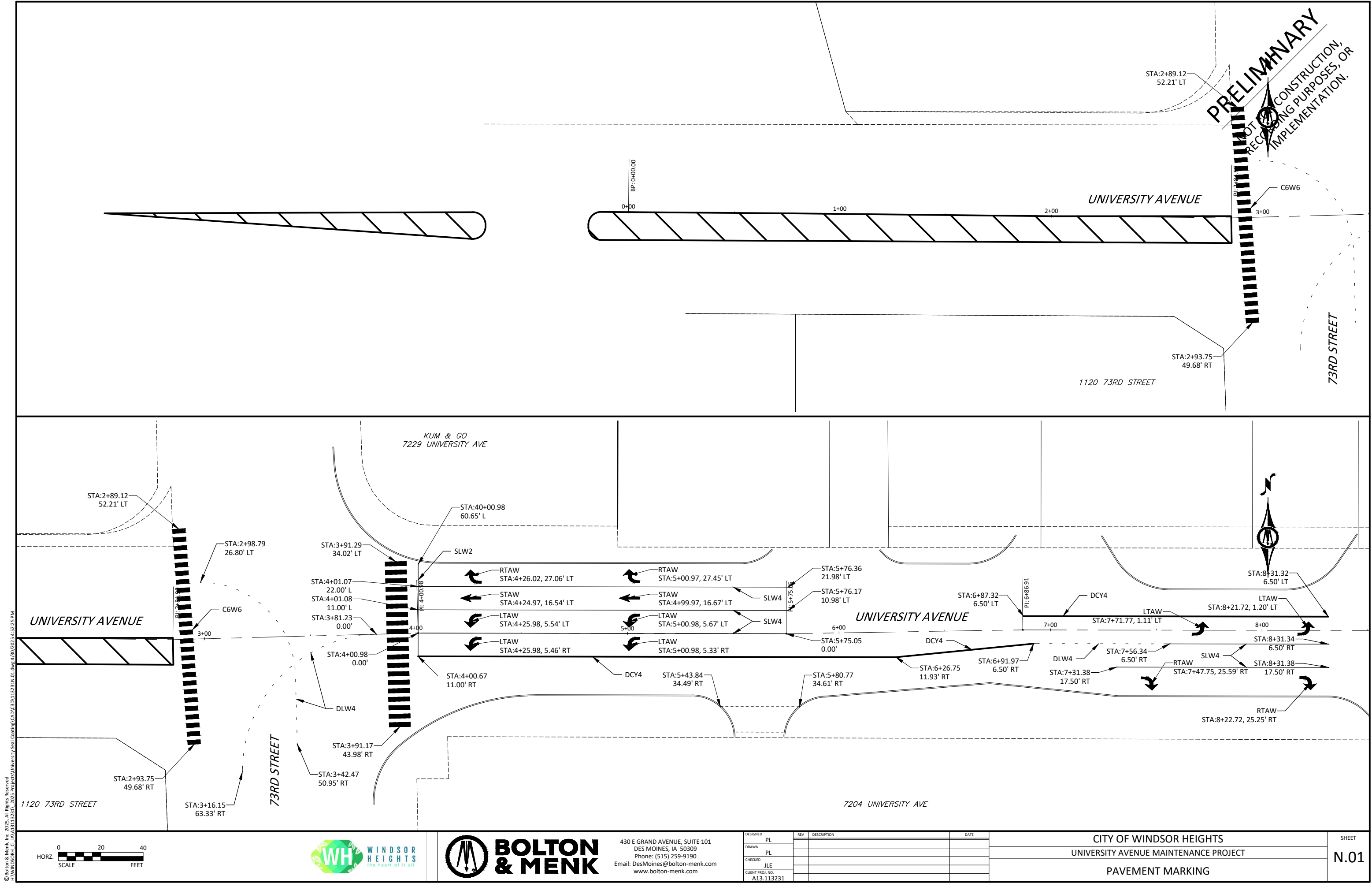
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DES MOINES, IA 50309  
Phone: (515) 259-9190  
Email: DesMoines@bolton-menk.com  
www.bolton-menk.com

| DESIGNED         | PL         | REV | DESCRIPTION | DATE |
|------------------|------------|-----|-------------|------|
| DRAWN            | PL         |     |             |      |
| CHECKED          | JLE        |     |             |      |
| CLIENT PROJ. NO. | A13.113231 |     |             |      |

CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
TRAFFIC CONTROL DETAILS

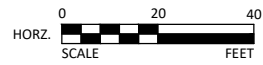
SHEET

J.01



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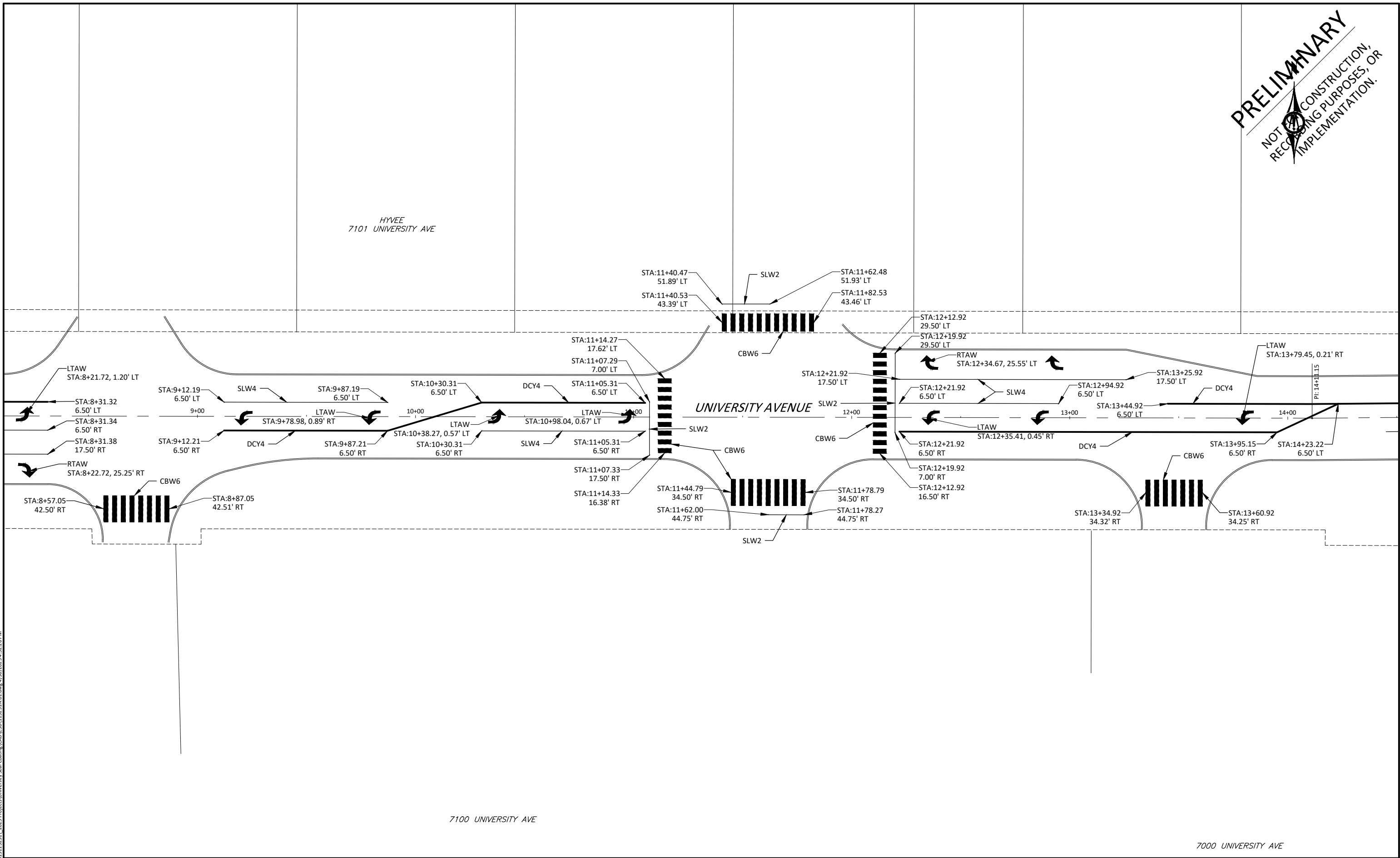


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|                  |            |     |             |      |
|------------------|------------|-----|-------------|------|
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| DRAWN            | PL         |     |             |      |
| CHECKED          | JLE        |     |             |      |
| CLIENT PROJ. NO. | A13.113231 |     |             |      |

|                                       |  |                          |
|---------------------------------------|--|--------------------------|
| CITY OF WINDSOR HEIGHTS               |  | SHEET<br><br><b>N.01</b> |
| UNIVERSITY AVENUE MAINTENANCE PROJECT |  |                          |
| PAVEMENT MARKING                      |  |                          |

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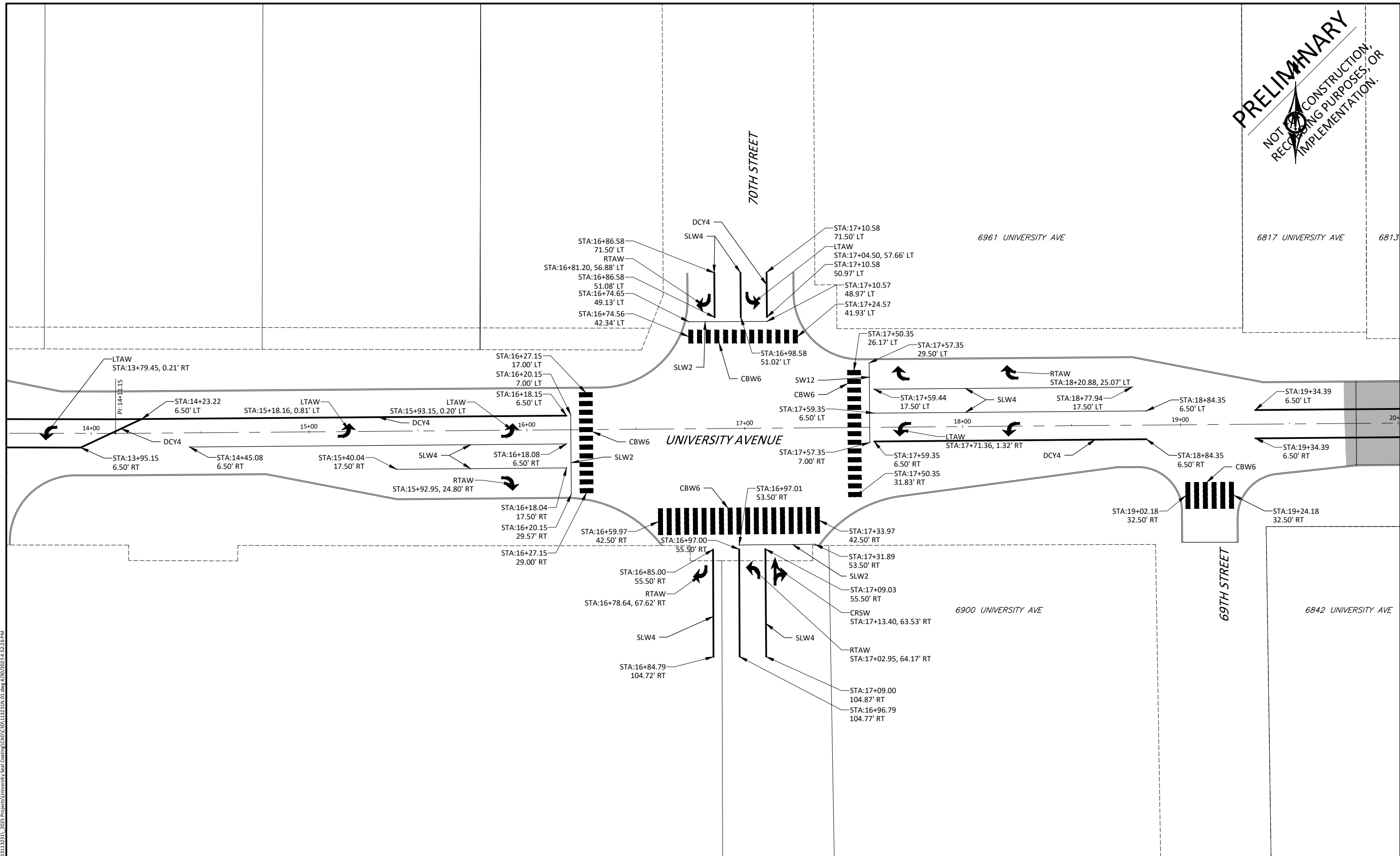
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|------------------|------------|-----|-------------|------|
| DRAWN            | PL         |     |             |      |
| CHECKED          | JLE        |     |             |      |
| CLIENT PROJ. NO. | A13.113231 |     |             |      |

CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
PAVEMENT MARKING

SHEET  
N.02

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HORZ. SCALE  
0 20 40  
FEET

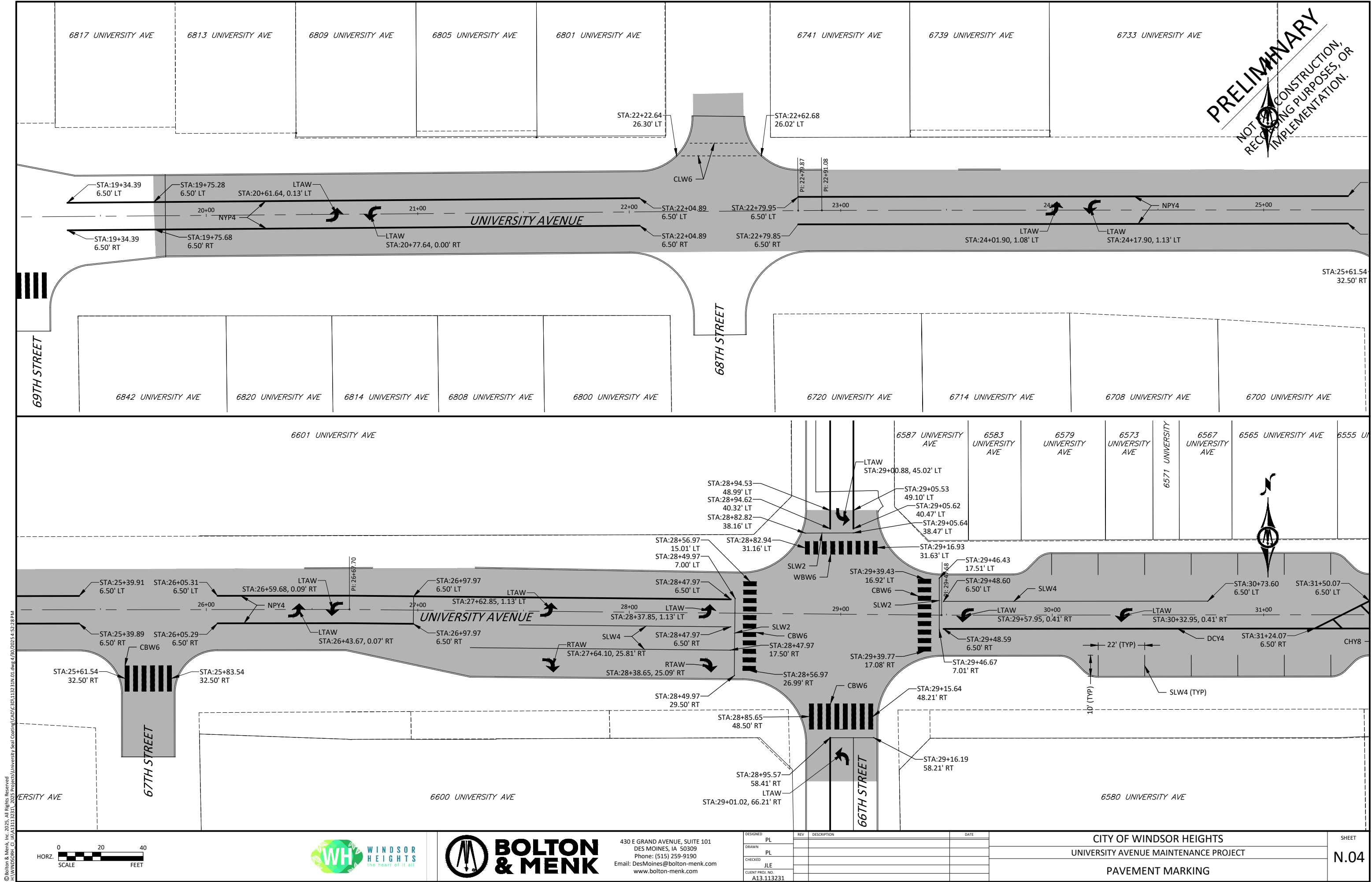


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| DESIGNED         | PL         | REV | DESCRIPTION | DATE |
|------------------|------------|-----|-------------|------|
| DRAWN            | PL         |     |             |      |
| CHECKED          | JLE        |     |             |      |
| CLIENT PROJ. NO. | A13.113231 |     |             |      |

CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
PAVEMENT MARKING

SHEET  
N.03



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0 20 40  
HORIZ. SCALE FEET

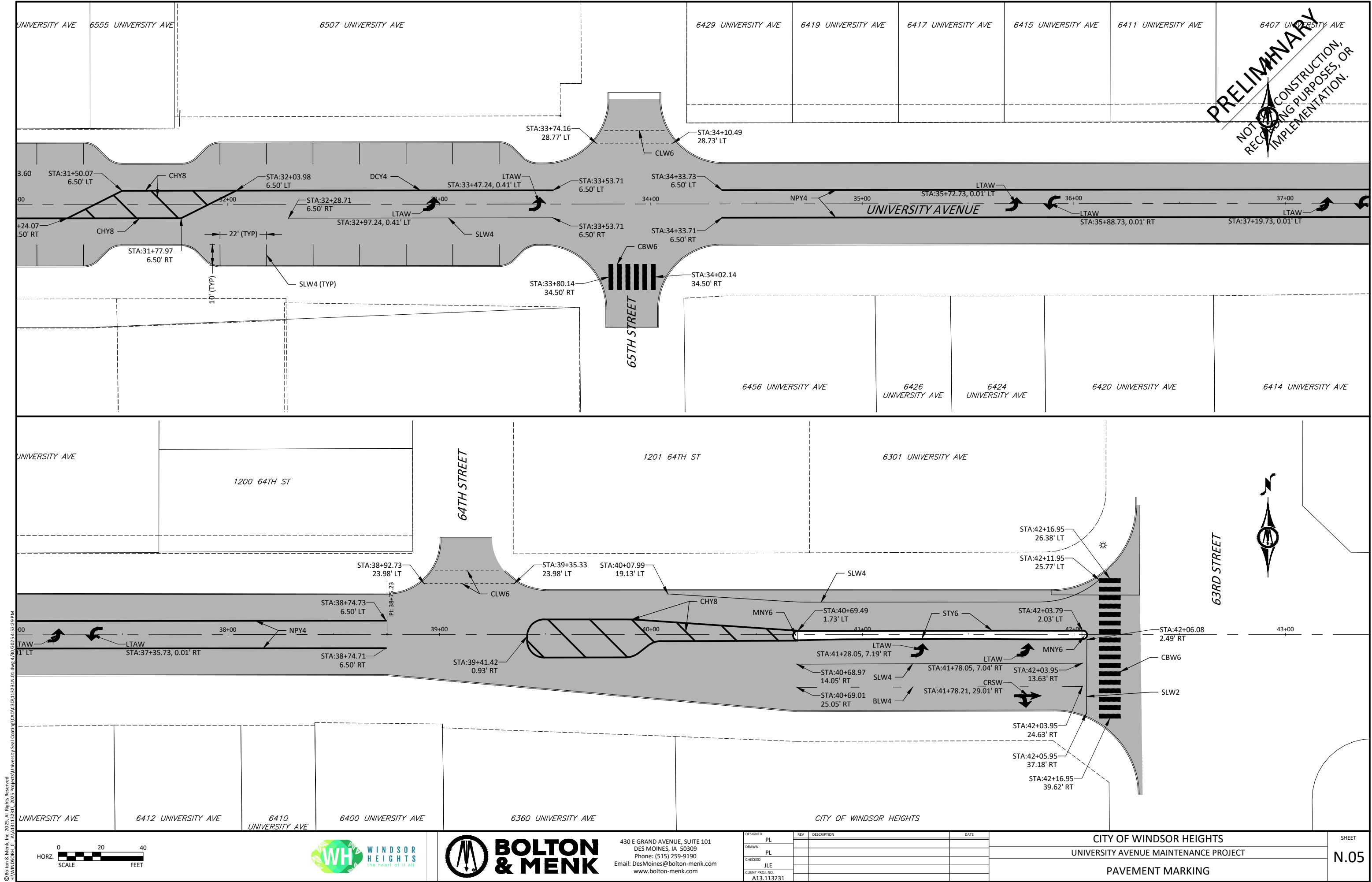


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|------------------|-----------|-----|-------------|------|
| DRAWN            | PL        |     |             |      |
| CHECKED          | JLE       |     |             |      |
| CLIENT PROJ. NO. | A13.11231 |     |             |      |

CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
PAVEMENT MARKING

SHEET  
N.04

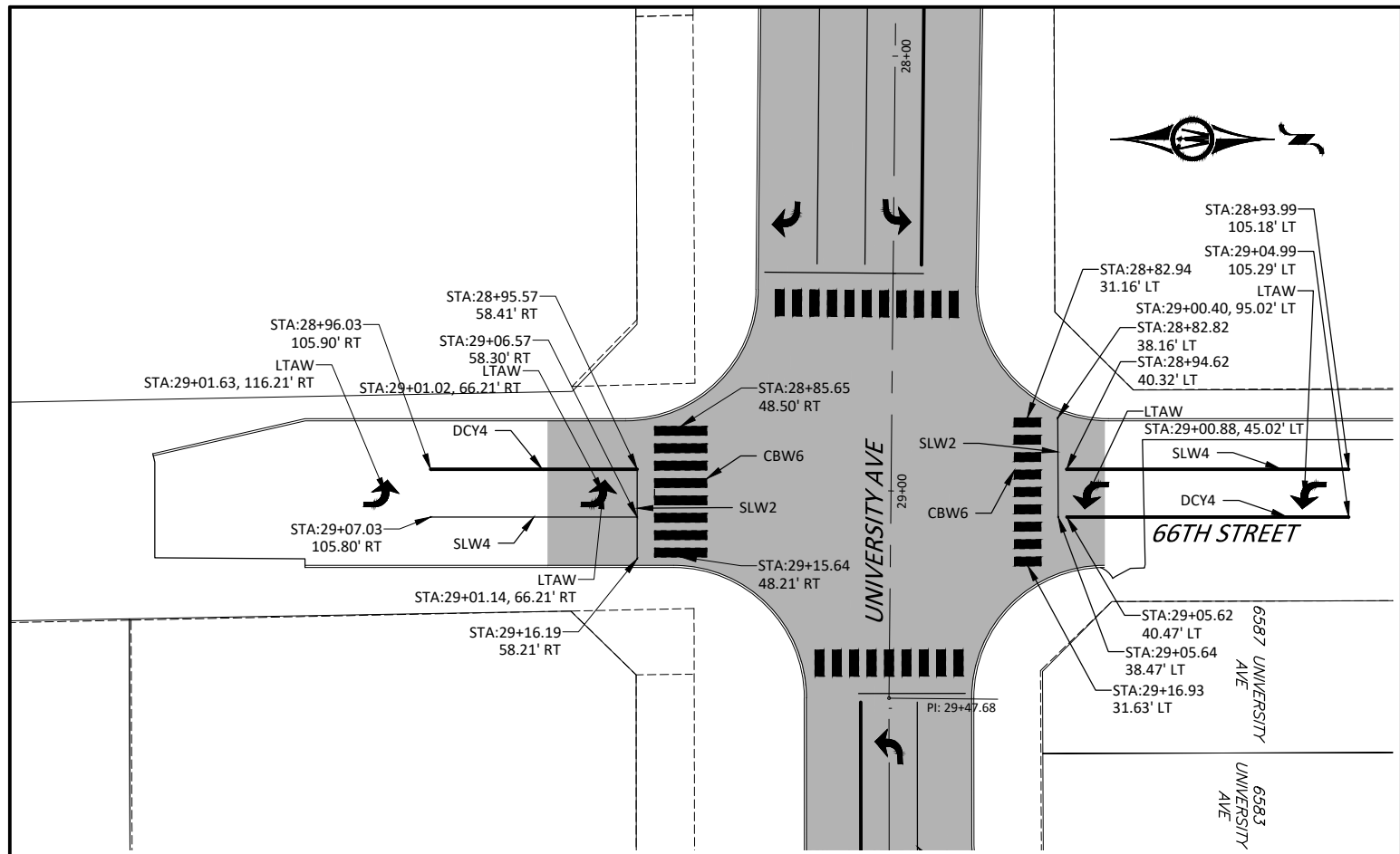


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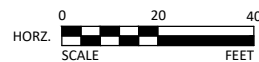
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|------------------|------------|-----|-------------|------|
| DRAWN            | PL         |     |             |      |
| CHECKED          | JLE        |     |             |      |
| CLIENT PROJ. NO. | A13.113231 |     |             |      |

CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
PAVEMENT MARKING

SHEET  
N.06

**CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
OPINION OF PROBABLE COSTS  
Thursday, May 1, 2025**

| Item No.                                       | Item Code  | Description                          | Unit | Quantity | Price        | Extension            |
|------------------------------------------------|------------|--------------------------------------|------|----------|--------------|----------------------|
| 1                                              | 7060-999-A | ASHPALT REJUVENATOR                  | SY   | 12100    | \$ 5.50      | \$ 66,550.00         |
| 2                                              | 8030-A     | TEMPORARY TRAFFIC CONTROL            | LS   | 1        | \$ 7,500.00  | \$ 7,500.00          |
| 3                                              | 11020-A    | MOBILIZATION                         | LS   | 1        | \$ 9,000.00  | \$ 9,000.00          |
|                                                |            |                                      |      |          |              | \$ 83,050.00         |
| <b>ALTERNATE A</b>                             |            |                                      |      |          |              |                      |
| Item No.                                       | Item Code  | Description                          | Unit | Quantity | Price        | Extension            |
| A1                                             | 8020-C     | PAINTED PAVEMENT MARKINGS, DURABLE   | STA  | 264      | \$ 140.00    | \$ 36,960.00         |
| A2                                             | 8020-G     | PAINTED SYMBOLS AND LEGENDS, DURABLE | EA   | 58       | \$ 275.00    | \$ 15,950.00         |
| A3                                             | 8020-M     | GROOVES CUT FOR PAVEMENT MARKINGS    | STA  | 264      | \$ 80.00     | \$ 21,120.00         |
| A4                                             | 8020-N     | GROOVES CUT FOR SYMBOLS AND LEGENDS  | EA   | 58       | \$ 150.00    | \$ 8,700.00          |
| A5                                             | 8030-A     | TEMPORARY TRAFFIC CONTROL            | LS   | 1        | \$ 7,500.00  | \$ 7,500.00          |
| A6                                             | 11020-A    | MOBILIZATION                         | LS   | 1        | \$ 11,000.00 | \$ 11,000.00         |
|                                                |            |                                      |      |          |              | \$ 101,230.00        |
| Subtotal Construction:                         |            |                                      |      |          |              | \$ 184,280.00        |
| Construction Contingencies 10%:                |            |                                      |      |          |              | \$ 18,400.00         |
| <b>Opinion of Estimated Construction Cost:</b> |            |                                      |      |          |              | <b>\$ 202,680.00</b> |



# University Avenue Maintenance Project

## Project Schedule

5/15/2025



### Design Timeline

- ☐ Preliminary Design (60% Design) (April, 2025)
- ☐ Final Design (April, 2025)
- ☐ Final Design Package (May, 2025)



### Bidding Timeline

- ☐ Bid Package to City (May 15, 2025)
  - Signed Project Manual and Plans assembled by Bolton & Menk
  - Notice to Bidders assembled by Bolton & Menk
  - Public Hearing Notice assembled by Bolton & Menk
  - Resolution setting Public Hearing by City staff
- ☐ Council Meeting (May 19, 2025)
  - Set Public Hearing date and time
- ☐ Notice to Bidders (May 20, 2025)
  - Published at least once, not less than 13 or more than 45 days, before date for filing bids
    - Bolton & Menk to advertise on QuestCDN, Master Builders & Iowa League of Cities
    - City to advertise on City website
    - City to advertise in local newspaper/publication (if required by City)
- ☐ Notice of Public Hearing (Week(s) of June 2, 2025)
  - City to publish Notice at least once, not less than 4 or more than 20 days, prior to Public Hearing
- ☐ Bid Opening (June 10, 2025 @ 10:00 am in City Hall)
- ☐ Bid Award Recommendation to City (June 12, 2025)
  - Bolton & Menk to provide Letter of Recommendation to City
  - Bolton & Menk to provide Bid Tabulation to City
  - Bolton & Menk to return all bids including bonds to City

- City to return the checks or bidder's bonds of unsuccessful bidders to the bidders as soon as the successful bidder is determined or within 30 days, whichever is sooner.

☐ **Council Meeting (June 16, 2025)**

- Public Hearing for project
- Council adopts resolution approving plans, specifications, proposed form of contract and estimated total cost for the project.

☐ **Contracts Executed (June, 2025)**

- Bolton & Menk routes to Contractor
- Contractor signs and returns to Bolton & Menk with attachments
- Bolton & Menk to review and routes to City for signatures
- City obtains signatures and routes copies to Contractor and Bolton & Menk



## **Construction Timeline**

- ☐ **Preconstruction Meeting (June, 2025)**
- ☐ **Estimated Construction Begins (July, 2025)**
- ☐ **Construction Substantially Complete (September 30, 2025)**

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS".

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", VERSION OCTOBER 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL 1-800-292-8989 OR 811

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

# CITY OF WINDSOR HEIGHTS

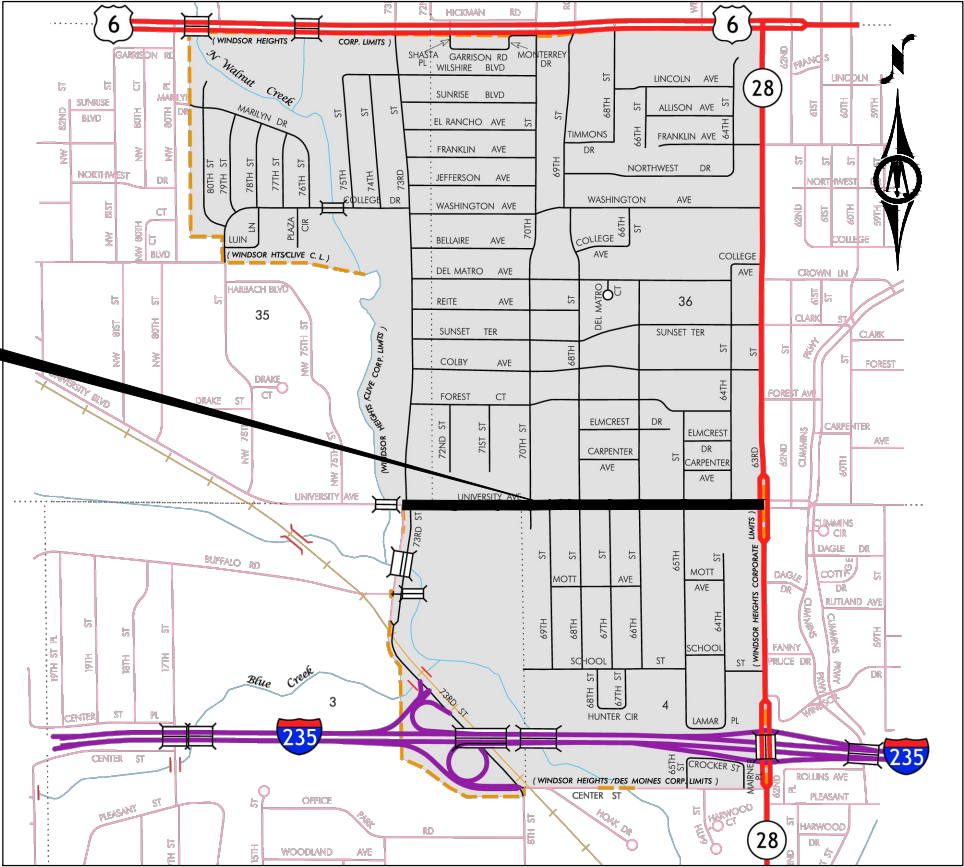
## CONSTRUCTION PLANS FOR

# UNIVERSITY AVENUE

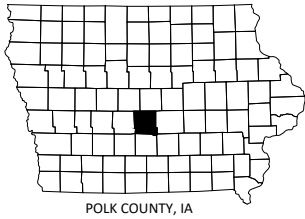
# MAINTENANCE PROJECT

MAY, 2025

PROJECT LOCATION



MAP OF THE  
CITY OF WINDSOR HEIGHTS  
POLK COUNTY, IA



| SHEET INDEX                         |                                        |          |            |
|-------------------------------------|----------------------------------------|----------|------------|
| SHEET NUMBER                        | SHEET TITLE                            | REVISION | ISSUE DATE |
| A.01                                | TITLE SHEET                            | 0        | 5/14/25    |
| A.02                                | LEGEND SHEET                           | 0        | 5/14/25    |
| C.01                                | GENERAL NOTE                           | 0        | 5/14/25    |
| C.02                                | QUANTITIES AND ESTIMATE REFERENCE NOTE | 0        | 5/14/25    |
| D.01 - D.02                         | PLAN SHEET                             | 0        | 5/14/25    |
| J.01                                | TRAFFIC CONTROL DETAILS                | 0        | 5/14/25    |
| N.01 - N.06                         | PAVEMENT MARKING                       | 0        | 5/14/25    |
| THIS PLAN SHEET CONTAINS 13 SHEETS. |                                        |          |            |

LICENSED PROFESSIONAL ENGINEER

JUSTIN L., ERNST, 23753

IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

*Justin L. Ernst*

JUSTIN L. ERNST, P.E.

LICENSE NUMBER: 23753      DATE: 05/14/25

MY LICENSE RENEWAL DATE IS December 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEET

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| DESIGNED         | REV | DESCRIPTION       | DATE    |
|------------------|-----|-------------------|---------|
| PL               | 0   | CONSTRUCTION PLAN | 5/14/25 |
| DRAWN            |     |                   |         |
| CHECKED          |     |                   |         |
| JLE              |     |                   |         |
| CLIENT PROJ. NO. |     |                   |         |
| A13.113231       |     |                   |         |

CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
TITLE SHEET

SHEET  
A.01

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EXISTING TOPOGRAPHIC SYMBOLS

|  |                                 |  |                           |
|--|---------------------------------|--|---------------------------|
|  | ACCESS GRATE                    |  | SATELLITE DISH            |
|  | AIR CONDITION UNIT              |  | SIGN TRAFFIC              |
|  | ANTENNA                         |  | SIGNAL CONTROL CABINET    |
|  | AUTO SPRINKLER CONNECTION       |  | SOIL BORING               |
|  | BARRICADE PERMANENT             |  | SIREN                     |
|  | BASKETBALL POST                 |  | TELEPHONE BOOTH           |
|  | BENCH                           |  | TILE INLET                |
|  | BIRD FEEDER                     |  | TILE OUTLET               |
|  | BOLLARD                         |  | TILE RISER                |
|  | BUSH                            |  | TRANSFORMER-ELECTRIC      |
|  | CATCH BASIN RECTANGULAR CASTING |  | TREE-CONIFEROUS           |
|  | CATCH BASIN CIRCULAR CASTING    |  | TREE-DEAD                 |
|  | CURB STOP                       |  | TREE-DECIDUOUS            |
|  | CLEAN OUT                       |  | TREE STUMP                |
|  | CULVERT END                     |  | TRAFFIC ARM BARRIER       |
|  | DRINKING FOUNTAIN               |  | TRAFFIC SIGNAL            |
|  | DOWN SPOUT                      |  | TRASH CAN                 |
|  | FILL PIPE                       |  | UTILITY MARKER            |
|  | FIRE HYDRANT                    |  | VALVE                     |
|  | FLAG POLE                       |  | VALVE POST INDICATOR      |
|  | FLARED END / APRON              |  | VALVE VAULT               |
|  | FUEL PUMP                       |  | VAULT                     |
|  | GRILL                           |  | VENT PIPE                 |
|  | GUY WIRE ANCHOR                 |  | WATER SPIGOT              |
|  | HANDHOLE                        |  | WELL                      |
|  | HANDICAP SPACE                  |  | WETLAND DELINEATED MARKER |
|  | IRRIGATION SPRINKLER HEAD       |  | WETLAND                   |
|  | IRRIGATION VALVE BOX            |  | WET WELL                  |
|  | LIFT STATION CONTROL PANEL      |  | YARD HYDRANT              |
|  | LIFT STATION                    |  |                           |
|  | LIGHT POLE                      |  |                           |
|  | MAILBOX                         |  |                           |
|  | MANHOLE-COMMUNICATION           |  |                           |
|  | MANHOLE-ELECTRIC                |  |                           |
|  | MANHOLE-GAS                     |  |                           |
|  | MANHOLE-HEAT                    |  |                           |
|  | MANHOLE-SANITARY SEWER          |  |                           |
|  | MANHOLE-STORM SEWER             |  |                           |
|  | MANHOLE-UTILITY                 |  |                           |
|  | MANHOLE-WATER                   |  |                           |
|  | METER                           |  |                           |
|  | ORDER MICROPHONE                |  |                           |
|  | PARKING METER                   |  |                           |
|  | PAVEMENT MARKING                |  |                           |
|  | PEDESTAL-COMMUNICATION          |  |                           |
|  | PEDESTAL-ELECTRIC               |  |                           |
|  | PEDESTRIAN PUSH BUTTON          |  |                           |
|  | PICNIC TABLE                    |  |                           |
|  | POLE-UTILITY                    |  |                           |
|  | POST                            |  |                           |
|  | RAILROAD SIGNAL POLE            |  |                           |
|  | REGULATION STATION GAS          |  |                           |

PROPOSED TOPOGRAPHIC SYMBOLS

|  |                                 |
|--|---------------------------------|
|  | CLEANOUT                        |
|  | MANHOLE                         |
|  | LIFT STATION                    |
|  | STORM SEWER CIRCULAR CASTING    |
|  | STORM SEWER RECTANGULAR CASTING |
|  | STORM SEWER FLARED END / APRON  |
|  | STORM SEWER OUTLET STRUCTURE    |
|  | STORM SEWER OVERFLOW STRUCTURE  |
|  | CURB BOX                        |
|  | FIRE HYDRANT                    |
|  | WATER VALVE                     |
|  | WATER REDUCER                   |
|  | WATER BEND                      |
|  | WATER TEE                       |
|  | WATER CROSS                     |
|  | WATER SLEEVE                    |
|  | WATER CAP / PLUG                |
|  | RIP RAP                         |
|  | DRAINAGE FLOW                   |
|  | TRAFFIC SIGNS                   |
|  | LIGHT POLE                      |

SURVEY SYMBOLS

|  |                    |  |                    |
|--|--------------------|--|--------------------|
|  | BENCHMARK LOCATION |  | CAST IRON MONUMENT |
|  | CONTROL POINT      |  | STONE MONUMENT     |
|  | MONUMENT FOUND     |  |                    |

EXISTING TOPOGRAPHIC LINES

|  |                  |
|--|------------------|
|  | RETAINING WALL   |
|  | FENCE            |
|  | FENCE-DECORATIVE |
|  | GUARD RAIL       |
|  | TREE LINE        |
|  | BUSH LINE        |

SURVEY LINES

|  |                        |
|--|------------------------|
|  | CONTROLLED ACCESS      |
|  | BOUNDARY               |
|  | CENTERLINE             |
|  | EXISTING EASEMENT LINE |
|  | PROPOSED EASEMENT LINE |
|  | EXISTING LOT LINE      |
|  | PROPOSED LOT LINE      |
|  | EXISTING RIGHT-OF-WAY  |
|  | PROPOSED RIGHT-OF-WAY  |
|  | SETBACK LINE           |
|  | SECTION LINE           |
|  | QUARTER LINE           |
|  | SIXTEENTH LINE         |
|  | TEMPORARY EASEMENT     |

EXISTING UTILITY LINES

|  |                        |
|--|------------------------|
|  | FORCEMAIN              |
|  | SANITARY SEWER         |
|  | SANITARY SERVICE       |
|  | STORM SEWER            |
|  | STORM SEWER DRAIN TILE |
|  | WATERMAIN              |
|  | WATER SERVICE          |

PROPOSED UTILITY LINES

|  |                                |
|--|--------------------------------|
|  | FORCEMAIN                      |
|  | SANITARY SEWER                 |
|  | SANITARY SERVICE               |
|  | STORM SEWER                    |
|  | STORM SEWER DRAIN TILE         |
|  | WATERMAIN                      |
|  | WATER SERVICE                  |
|  | PIPE CASING                    |
|  | TRENCHLESS PIPE (PLAN VIEW)    |
|  | TRENCHLESS PIPE (PROFILE VIEW) |

GRADING INFORMATION

|  |                                        |
|--|----------------------------------------|
|  | EXISTING CONTOUR MINOR                 |
|  | EXISTING CONTOUR MAJOR                 |
|  | PROPOSED CONTOUR MINOR                 |
|  | PROPOSED CONTOUR MAJOR                 |
|  | PROPOSED GRADING LIMITS / SLOPE LIMITS |
|  | PROJECT LIMITS                         |
|  | PROPOSED SPOT ELEVATION                |
|  | RISE:RUN (SLOPE)                       |

EXISTING PRIVATE UTILITY LINES

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|  |                           |
|--|---------------------------|
|  | UNDERGROUND FIBER OPTIC   |
|  | UNDERGROUND ELECTRIC      |
|  | UNDERGROUND GAS           |
|  | UNDERGROUND COMMUNICATION |
|  | OVERHEAD ELECTRIC         |
|  | OVERHEAD COMMUNICATION    |
|  | OVERHEAD UTILITY          |

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL  
EXAMPLE: UNDERGROUND GAS, QUALITY LEVEL A  
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

ABBREVIATIONS

|         |                          |      |                           |      |                                |
|---------|--------------------------|------|---------------------------|------|--------------------------------|
| A       | ALGEBRAIC DIFFERENCE     | GV   | GATE VALVE                | SAN  | SANITARY SEWER                 |
| ADJ     | ADJUST                   | HDPE | HIGH DENSITY POLYETHYLENE | SCH  | SCHEDULE                       |
| ALT     | ALTERNATE                | HH   | HANDHOLE                  | SERV | SERVICE                        |
| B-B     | BACK TO BACK             | HMA  | HOT MIX ASPHALT           | SHLD | SHOULDER                       |
| BLDG    | BUILDING                 | HP   | HIGH POINT                | STA  | STATION                        |
| BMP     | BEST MANAGEMENT PRACTICE | HWL  | HIGH WATER LEVEL          | STD  | STANDARD                       |
| BR      | BEGIN RADIUS             | HYD  | HYDRANT                   | STM  | STORM SEWER                    |
| BV      | BUTTERFLY VALVE          | I    | INVERT                    | TC   | TOP OF CURB                    |
| CB      | CATCH BASIN              | K    | CURVE COEFFICIENT         | TE   | TEMPORARY EASEMENT             |
| C&G     | CURB AND GUTTER          | L    | LENGTH                    | TEMP | TEMPORARY                      |
| CIP     | CAST IRON PIPE           | LO   | LOWEST OPENING            | TNH  | TOP NUT HYDRANT                |
| CIPP    | CURED-IN-PLACE PIPE      | LP   | LOW POINT                 | TP   | TOP OF PIPE                    |
| CL      | CENTER LINE              | LT   | LEFT                      | TYP  | TYPICAL                        |
| CL      | CLASS                    | MH   | MANHOLE                   | VCP  | VITRIFIED CLAY PIPE            |
| CMP     | CORRUGATED METAL PIPE    | MIN  | MINIMUM                   | VERT | VERTICAL                       |
| C.O.    | CHANGE ORDER             | MR   | MID RADIUS                | VPC  | VERTICAL POINT OF CURVE        |
| COMM    | COMMUNICATION            | NIC  | NOT IN CONTRACT           | VPI  | VERTICAL POINT OF INTERSECTION |
| CSP     | CORRUGATED STEEL PIPE    | NMC  | NON-METALLIC CONDUIT      | VPT  | VERTICAL POINT OF TANGENT      |
| CLVT    | CULVERT                  | NTS  | NOT TO SCALE              | WM   | WATERMAIN                      |
| DIA     | DIAMETER                 | NWL  | NORMAL WATER LEVEL        | WS   | WATER SERVICE                  |
| DIP     | DUCTILE IRON PIPE        | OHW  | ORDINARY HIGH WATER LEVEL |      |                                |
| DWY     | DRIVEWAY                 | PC   | POINT OF CURVE            |      |                                |
| E       | EXTERNAL CURVE DISTANCE  | PCC  | PORTLAND CEMENT CONCRETE  | AC   | ACRES                          |
| ESMT    | EASEMENT                 | PE   | PERMANENT EASEMENT        | CF   | CUBIC FEET                     |
| ELEC    | ELECTRIC                 | PED  | PEDESTRIAN, PEDESTAL      | CV   | COMPACTED VOLUME               |
| ELEV/EL | ELEVATION                | PERF | PERFORATED PIPE           | CY   | CUBIC YARD                     |
| EOF     | EMERGENCY OVERFLOW       | PERM | PERMANENT                 | EA   | EACH                           |
| ER      | END RADIUS               | PI   | POINT OF INTERSECTION     | EV   | EXCAVATED VOLUME               |
| EX      | EXISTING                 | PL   | PROPERTY LINE             | LB   | POUND                          |
| FES     | FLARED END SECTION       | PRC  | POINT OF REVERSE CURVE    | LF   | LINEAR FEET                    |
| F-F     | FACE TO FACE             | PT   | POINT OF TANGENT          | LS   | LUMP SUM                       |
| FF      | FINISHED FLOOR           | PVC  | POLYVINYL CHLORIDE PIPE   | LV   | LOOSE VOLUME                   |
| F&I     | FURNISH AND INSTALL      | PVMT | PAVEMENT                  | SF   | SQUARE FEET                    |
| FM      | FORCEMAIN                | R    | RADIUS                    | SV   | STOCKPILE VOLUME               |
| FO      | FIBER OPTIC              | RCP  | REINFORCED CONCRETE PIPE  | SY   | SQUARE YARD                    |
| F.O.    | FIELD ORDER              | RET  | RETAINING                 |      |                                |
| GRAN    | GRANULAR                 | R/W  | RIGHT-OF-WAY              |      |                                |
| GRAV    | GRAVEL                   | RSC  | RIGID STEEL CONDUIT       |      |                                |
| GU      | GUTTER                   | RT   | RIGHT                     |      |                                |



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|                  |            |     |   |             |                   |      |         |                                                                                  |               |
|------------------|------------|-----|---|-------------|-------------------|------|---------|----------------------------------------------------------------------------------|---------------|
| DESIGNED         | PL         | REV | 0 | DESCRIPTION | CONSTRUCTION PLAN | DATE | 5/14/25 | CITY OF WINDSOR HEIGHTS<br>UNIVERSITY AVENUE MAINTENANCE PROJECT<br>LEGEND SHEET | SHEET<br>A.02 |
| DRAWN            | PL         |     |   |             |                   |      |         |                                                                                  |               |
| CHECKED          | JLE        |     |   |             |                   |      |         |                                                                                  |               |
| CLIENT PROJ. NO. | A13.113231 |     |   |             |                   |      |         |                                                                                  |               |

STANDARD CONSTRUCTION NOTES:

1. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE 2025 IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
2. ANY DEFECTIVE WORK CONDEMNED BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SECTION 1050, 1.08 'REMOVAL OF DEFECTIVE WORK' OF THE STANDARD SPECIFICATIONS. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
3. THE CONTRACTOR SHALL PRESERVE ALL SURVEY CONTROL, LINE AND GRADE STAKES IN ACCORDANCE WITH SECTION 1050, 1.10 'LINE AND GRADE STAKES' OF THE STANDARD SPECIFICATIONS.
4. PRIOR TO MOBILIZING OFF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SECTION 1050, 1.14 'FINAL INSPECTION AND ACCEPTANCE' OF THE STANDARD SPECIFICATIONS.
5. THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SECTION 1070, 1.03 'PERMITS AND LICENSES' OF THE STANDARD SPECIFICATIONS.
6. THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH SECTION 1070, 2.02 'CONVENIENCE AND SAFETY' OF THE STANDARD SPECIFICATIONS.
7. LIMITS OF CONSTRUCTION ARE WITHIN THE CITY RIGHT OF WAY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN THE LIMITS OF CONSTRUCTION IN ACCORDANCE WITH SECTION 1070, 2.04 'PROJECT AREA FOR THE WORK' OF THE STANDARD SPECIFICATIONS.
8. IN ACCORDANCE WITH SECTION 1070, 2.08 'PROTECTION OF PROPERTY' OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION OF ALL ITS WORK FROM DAMAGE AND SHALL PROTECT THE JURISDICTION'S PROPERTY AND ADJACENT PRIVATE PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL REPAIR OR RESTORE ANY SUCH DAMAGE, INJURY, OR LOSS TO JURISDICTION PROPERTY OR ADJACENT PROPERTY.
9. THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL IN ACCORDANCE WITH SECTION 1070, 2.08 'PROTECTION OF PROPERTY' OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
10. THE CONTRACTOR SHALL PRESERVE OR REPLACE ALL PROPERTY MONUMENTS ON THE PROJECT SITE IN ACCORDANCE WITH SECTION 1070, 2.09 'LAND MONUMENTS' OF THE STANDARD SPECIFICATIONS.
11. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT THEIR EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. UPON FAILURE TO DO SO WITHIN THREE WORKING DAYS AFTER SUCH REQUEST BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THEREOF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ITS FINAL PAYMENT IN ACCORDANCE WITH SECTION 1070, 2.15 'FINISHING AND CLEANUP REQUIREMENTS' OF THE STANDARD SPECIFICATIONS.
12. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED. IF IT APPEARS THE RATE OF PROGRESS IS SUCH THAT THE CONTRACT WILL NOT BE COMPLETED WITHIN THE TIME ALLOWED, OR IF THE WORK IS NOT BEING EXECUTED IN A SATISFACTORY AND WORKMANLIKE MANNER, THE ENGINEER MAY ORDER THE CONTRACTOR TO TAKE SUCH STEPS AS NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THE CONTRACT IN ACCORDANCE WITH SECTION 1080, 1.03 'WORK PROGRESS AND SCHEDULE' OF THE STANDARD SPECIFICATIONS.

UTILITY COORDINATION NOTES:

1. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
2. ANTICIPATED UTILITY CONFLICTS HAVE BEEN IDENTIFIED AND EACH RESPECTIVE UTILITY OWNER HAS BEEN INFORMED OF THE POTENTIAL CONFLICTS. THE CONTRACTOR SHALL PROTECT THE EXISTING UTILITIES TO REMAIN WITHIN THE PROJECT SITE.
3. THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 1070, 2.07 'PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES' OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
4. IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.

PROJECT SCHEDULE

1. NO TRAFFIC CONTROL SHALL BE ONSITE OCTOBER 3 AND 4 DUE TO PARADE ROUTE.
2. IF WORK IS TO OCCUR FOR MORE THAN 3 CONSECUTIVE DAYS, NO WORK OR LANE SHIFTS ARE TO OCCUR BETWEEN 7-9 AM AND 4-6 PM WEEK DAYS.
3. SUBSTANTIAL COMPLETION: 09/30/2025  
LIQUIDATED DAMAGES: \$500 / CALENDAR/WORKING DAY
4. FINAL COMPLETION: 10/31/2025  
LIQUIDATED DAMAGES: \$500 / CALENDAR/WORKING DAY

PROJECT NOTES:

1. EXISTING SIDEWALKS WITHIN THE PROJECT ARE TO BE PROTECTED AND PEDESTRIAN ACCESS TO ALL ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
2. CONTRACTOR SHALL STAGE WORK IN A MANNER TO MINIMIZE IMPACT TO RESIDENTS AND TRAFFIC.
3. CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
4. CONTRACTOR OPERATIONS CREATING OBJECTIONABLE LEVELS OF NOISE SHALL NOT BEGIN PRIOR TO 7:00 AM AND SHALL END PRIOR TO 9:00 PM.

TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLAN FOR APPROVAL TWO WEEKS PRIOR TO WORK.
2. UNLESS ABSOLUTELY NECESSARY, TRAFFIC LANES ARE TO BE A MINIMUM WIDTH OF 11'. ENGINEER'S APPROVAL WILL BE REQUIRED FOR NARROWER LANES, IF REQUIRED.
3. MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION AT ALL TIMES.
4. DYNAMIC MESSAGE BOARDS TO BE INSTALLED AT EACH ENDS OF THE PROJECT A MINIMUM OF 7 CALENDAR DAYS PRIOR TO WORK STARTING. IF MORE THAN 2 WEEKS BETWEEN OPERATIONS WERE NO WORK IS BEING PERFORMED, MESSAGE BOARDS TO BE INSTALLED AGAIN A MINIMUM OF 7 CALENDAR DAYS PRIOR TO WORK STARTING AGAIN (INCIDENTAL). MESSAGES TO BE APPROVED BY ENGINEER PRIOR TO INSTALLATION.
5. TRAFFIC CONTROL LAYOUTS SHOWN ON THESE PLANS ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
6. THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS, IF APPLICABLE, TO THE ENGINEER FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
7. IF NECESSARY, STREETS WILL BE CLOSED IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL PLANS MUST BE REVIEWED AND APPROVED BY ENGINEER.
8. ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
9. PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
10. THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER
11. SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
12. ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
13. AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.



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| DESIGNED         | PL         | REV | DESCRIPTION       | DATE    |
| DRAWN            | PL         | 0   | CONSTRUCTION PLAN | 5/14/25 |
| CHECKED          | JLE        |     |                   |         |
| CLIENT PROJ. NO. | A13.113231 |     |                   |         |

CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT

GENERAL NOTE

SHEET

C.01

| ESTIMATED PROJECT QUANTITIES - BASE BID |            |                                      |      |          |               |
|-----------------------------------------|------------|--------------------------------------|------|----------|---------------|
| ITEM NO.                                | ITEM CODE  | ITEM                                 | UNIT | QUANTITY | AS-BUILT QTY. |
| 1                                       | 7060-999-A | ASHPALT REJUVENATOR                  | SY   | 12100    |               |
| 2                                       | 8020-C     | PAINTED PAVEMENT MARKINGS, DURABLE   | STA  | 264      |               |
| 3                                       | 8020-G     | PAINTED SYMBOLS AND LEGENDS, DURABLE | EA   | 58       |               |
| 4                                       | 8020-M     | GROOVES CUT FOR PAVEMENT MARKINGS    | STA  | 264      |               |
| 5                                       | 8020-N     | GROOVES CUT FOR SYMBOLS AND LEGENDS  | EA   | 58       |               |
| 6                                       | 8030-A     | TEMPORARY TRAFFIC CONTROL            | LS   | 1        |               |
| 7                                       | 11020-A    | MOBILIZATION                         | LS   | 1        |               |

| ESTIMATE REFERENCE INFORMATION |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEM NO.                       | ITEM CODE  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1                              | 7060-999-A | <u>ASHPALT REJUVENATOR</u><br>UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, SURFACE PREPARATION INCLUDING PROTECTION OF STREET FIXTURES; FURNISHING AND PLACING OF MATERIALS, AND FINAL CLEAN UP. REPLAY BY BIOSPAN OR DELTA MIST OR OTHER APPROVED PLANT BASED REJUVENATORS IN BE USED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2                              | 8020-C     | <u>PAINTED PAVEMENT MARKINGS, DURABLE</u><br>UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, LAYOUT, SURFACE PREPARATION, AND APPLICATION OF MARKING PAINT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3                              | 8020-G     | <u>PAINTED SYMBOLS AND LEGENDS, DURABLE</u><br>UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, LAYOUR, SURFACE PREPARATION, AND APPLICATION OF EACH SYMBOLS AND LEGENDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4                              | 8020-M     | <u>GROOVES CUT FOR PAVEMENT MARKINGS</u><br>LAYOUT, CUTTING GROOVES, COLLECTION AND DISPOSAL OF REMOVED MATERIAL, AND ADDITIONAL GROOVE WIDTH AND TRANSITION LENGTH BEYOND THE PAVEMENT MARKING DIMENSIONS. REMOVE EXISTING MARKINGS AS GROOVES ARE CUT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5                              | 8020-N     | <u>GROOVES CUT FOR SYMBOLS AND LEGENDS</u><br>LAYOUT, CUTTING GROOVES, AND COLLECTION AND DISPOSAL OF REMOVED MATERIAL. REMOVE EXISTING MARKINGS AS GROOVES ARE CUT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6                              | 8030-A     | <u>TEMPORARY TRAFFIC CONTROL</u><br>LUMP SUM PRICE INCLUDES, BUT IS NOT LIMITED TO, INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; TOTAL ROADWAY CLOSURES WITH INSTALLATION AND REMOVAL OF DETOUR SIGNING AS SHOWN IN THE CONTRACT DOCUMENT; REMOVALS AND REINSTALLATION OR COVERING OF PERMANENT TRAFFIC CONTROL DEVICES THAT CONFLICT WITH TEMPORARY TRAFFIC CONTROL PLAN; MONITORING AND DOCUMENTING TRAFFIC CONTROL CONDITIONS; AND FLAGGERS WHEN REQUIRED IN THE CONTRACT DOCUMENT. THE FOLLOWING ARE ALSO INCLUDED IN THE TRAFFIC CONTROL UNLESS A SEPERATED BID ITEM IS PROVIDED. PORTABLE DYNAMIC MESSAGE SIGNS, TEMPORARY BARRIER RAIL, TEMPORARY FLOOD LIGHTING, AND PILOR CARS. INCIDENTAL TO THIS ITEM IS REMOVAL OF EXISTING STREET SIGNS NOT TO REMAIN. |
| 7                              | 11020-A    | <u>MOBILIZATION</u><br>THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN THE CONTRACT PRICE WILL BE MADE FOR ANY CHANGE IN STAGING OR COMBINATION THEREOF.                                                                                                                                                                                                                                                                                                                                                                                                                               |

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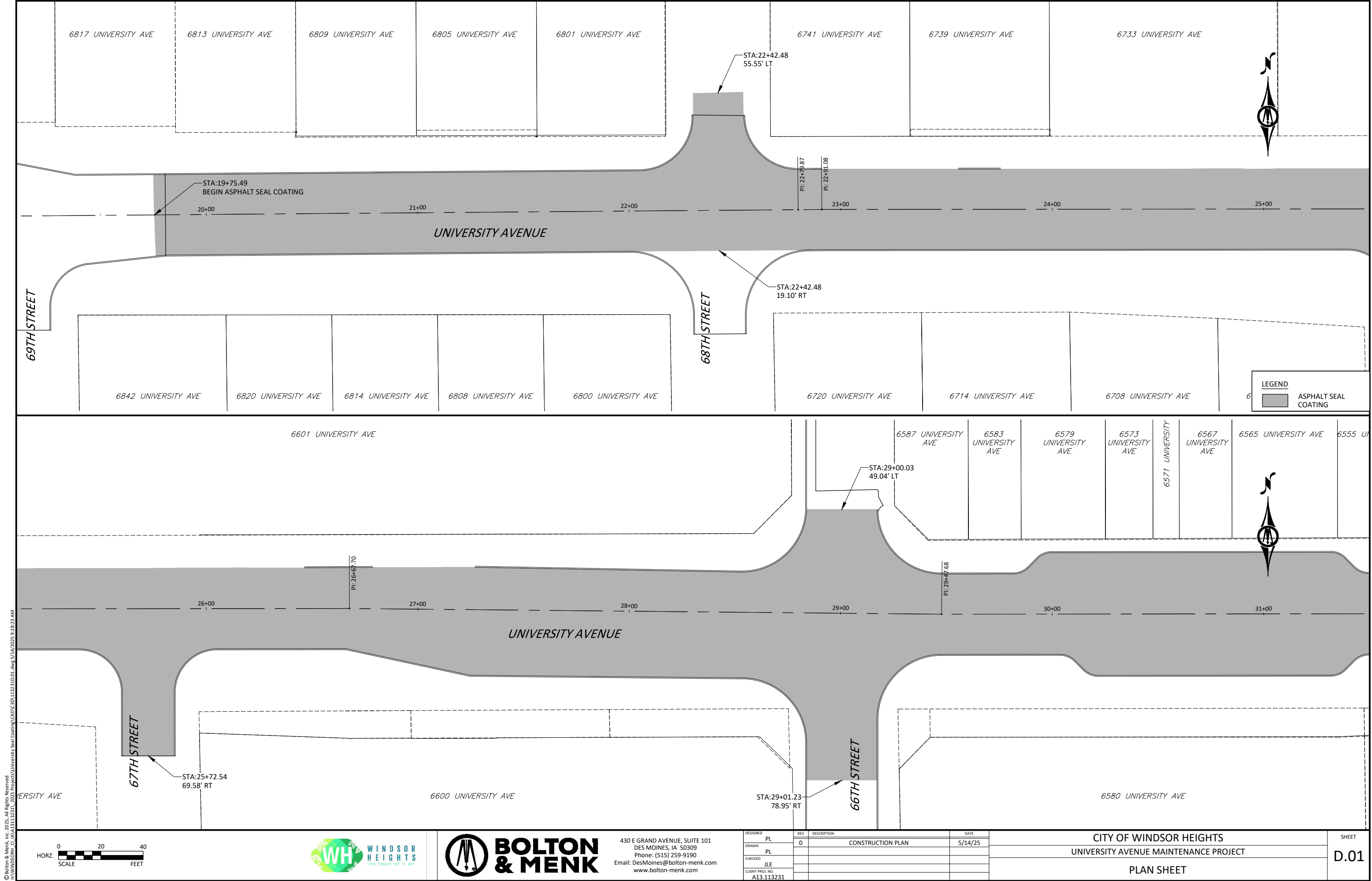


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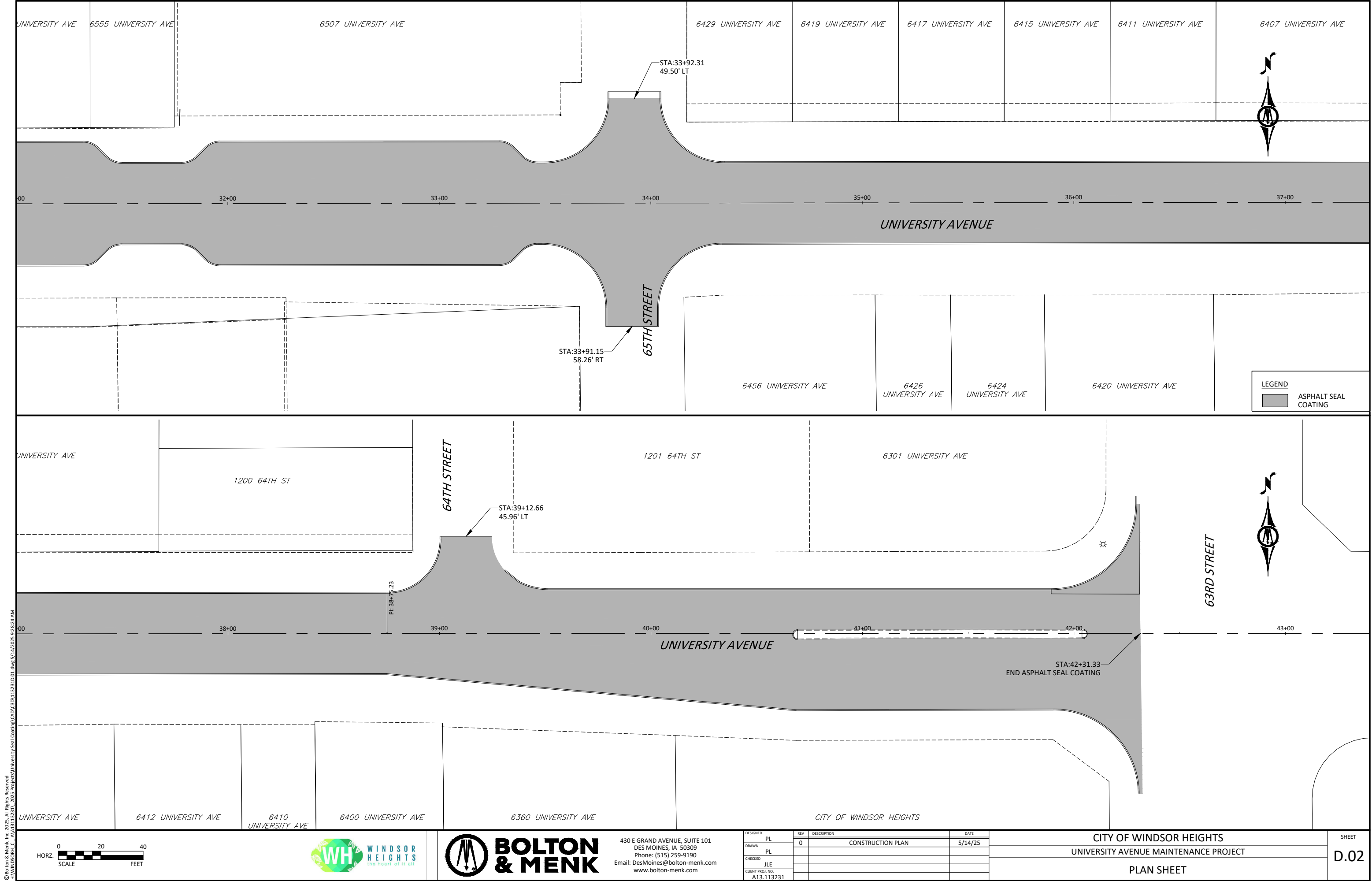
| DESIGNED         | REV | DESCRIPTION       | DATE    |
|------------------|-----|-------------------|---------|
|                  |     |                   |         |
| PL               | 0   | CONSTRUCTION PLAN | 5/14/25 |
| PL               |     |                   |         |
| CHECKED          |     |                   |         |
| JLE              |     |                   |         |
| CLIENT PROJ. NO. |     |                   |         |
| A13.113231       |     |                   |         |

|                                        |  |      |
|----------------------------------------|--|------|
| CITY OF WINDSOR HEIGHTS                |  | C.02 |
| UNIVERSITY AVENUE MAINTENANCE PROJECT  |  |      |
| QUANTITIES AND ESTIMATE REFERENCE NOTE |  |      |





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May be used for short-term daylight operations in urban areas on 3-lane street. Nighttime operations require additional traffic control and retroreflective sheeting.

Cones may be used as channelizing devices during daylight hours.

Flaggers and additional traffic control devices may be required for higher traffic volumes or commercial areas.

Refer to Figure 8030.101 for symbol key and sign spacing.

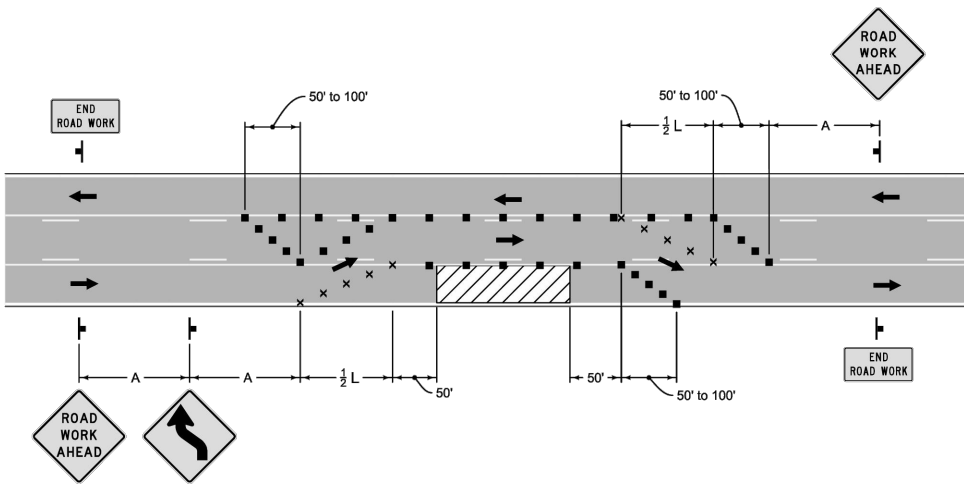


FIGURE 8030.108 SHEET 1 OF 1

|                                                                                     |          |          |
|-------------------------------------------------------------------------------------|----------|----------|
|  | REVISION |          |
|                                                                                     | New      | 10-17-17 |
|                                                                                     | 8030.108 |          |
| SHEET 1 of 1                                                                        |          |          |
| SUDAS Standard Specifications                                                       |          |          |
| TRAFFIC CONTROL FOR OUTSIDE LANE CLOSURE OF STREET WITH CONTINUOUS LEFT TURN LANE   |          |          |

May be used for short-term daylight operations in urban areas on 3-lane or 5-lane streets. Nighttime operations require additional traffic control and retroreflective sheeting.

Cones may be used as channelizing devices during daylight hours.

Flaggers and additional traffic control devices may be required for higher traffic volumes or commercial areas.

Refer to Figure 8030.101 for symbol key and sign spacing.

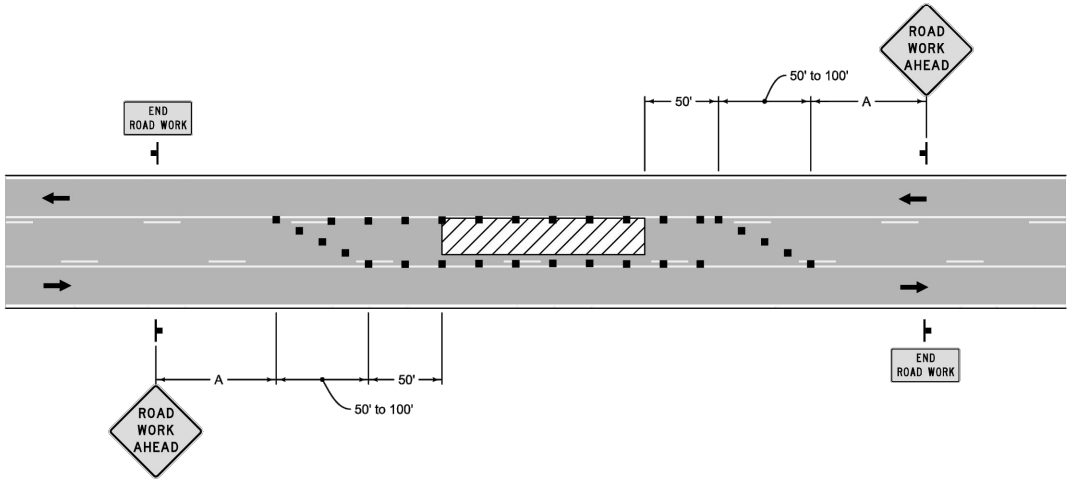
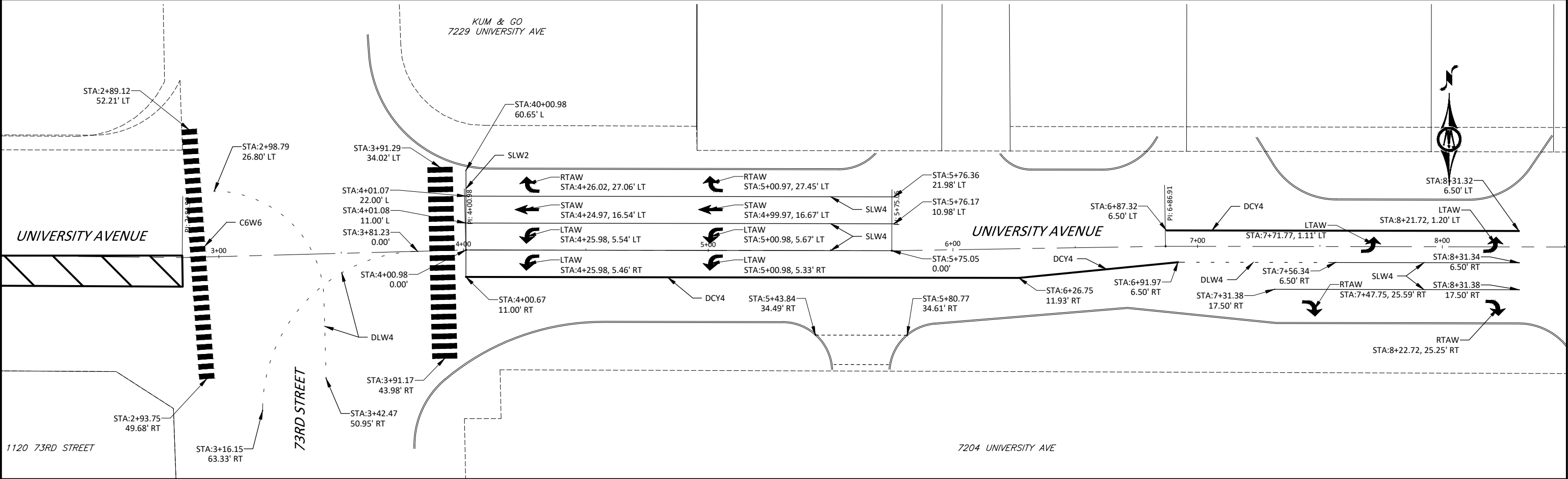
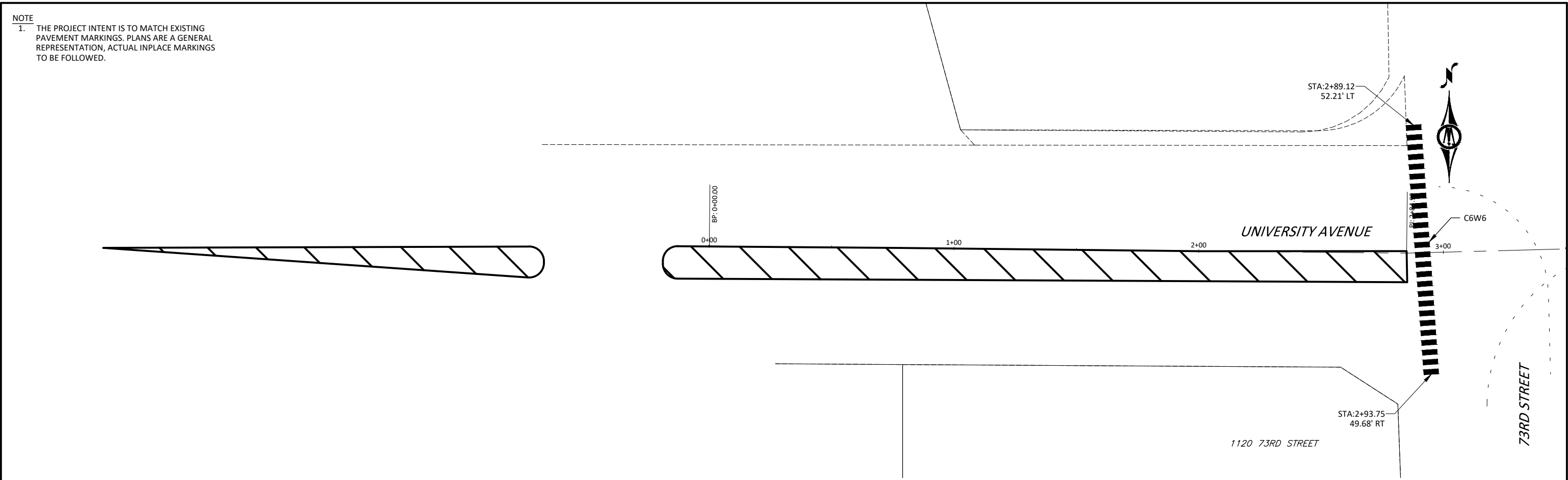


FIGURE 8030.109 SHEET 1 OF 1

|                                                                                     |          |          |
|-------------------------------------------------------------------------------------|----------|----------|
|  | REVISION |          |
|                                                                                     | New      | 10-17-17 |
|                                                                                     | 8030.109 |          |
| SHEET 1 of 1                                                                        |          |          |
| SUDAS Standard Specifications                                                       |          |          |
| TRAFFIC CONTROL FOR CLOSURE OF CONTINUOUS LEFT TURN LANE                            |          |          |

| DESIGNED         | PL         | REV | DESCRIPTION       | DATE    |
|------------------|------------|-----|-------------------|---------|
| DRAWN            | PL         | 0   | CONSTRUCTION PLAN | 5/14/25 |
| CHECKED          | JLE        |     |                   |         |
| CLIENT PROJ. NO. | A13.113231 |     |                   |         |

NOTE  
1. THE PROJECT INTENT IS TO MATCH EXISTING PAVEMENT MARKINGS. PLANS ARE A GENERAL REPRESENTATION, ACTUAL INPLACE MARKINGS TO BE FOLLOWED.



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| CLIENT PROJ. NO. | A13.113231 |                   |         |

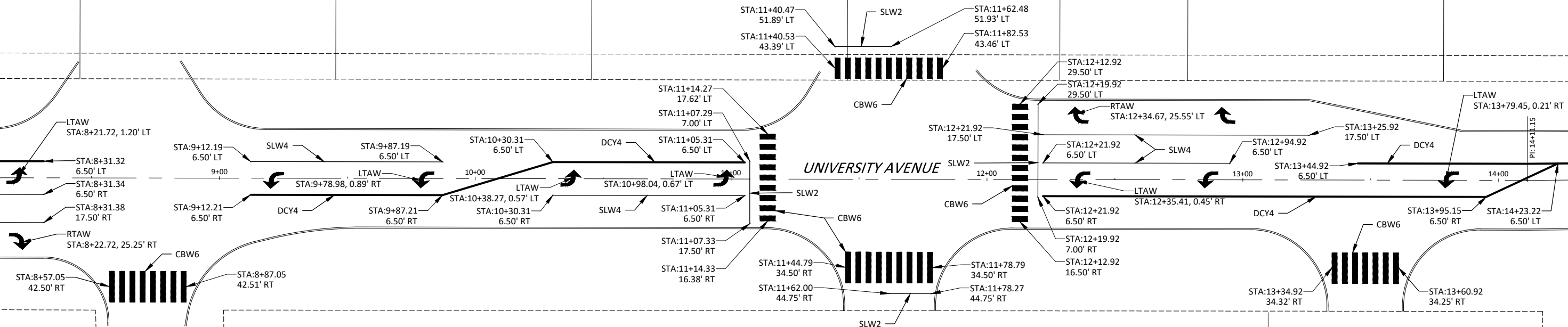
CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
PAVEMENT MARKING

SHEET  
N.01

NOTE  
1. THE PROJECT INTENT IS TO MATCH EXISTING PAVEMENT MARKINGS. PLANS ARE A GENERAL REPRESENTATION, ACTUAL INPLACE MARKINGS TO BE FOLLOWED.



HYVEE  
7101 UNIVERSITY AVE



7100 UNIVERSITY AVE

7000 UNIVERSITY AVE

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DES MOINES, IA 50309  
Phone: (515) 259-9190  
Email: DesMoines@bolton-menk.com  
www.bolton-menk.com

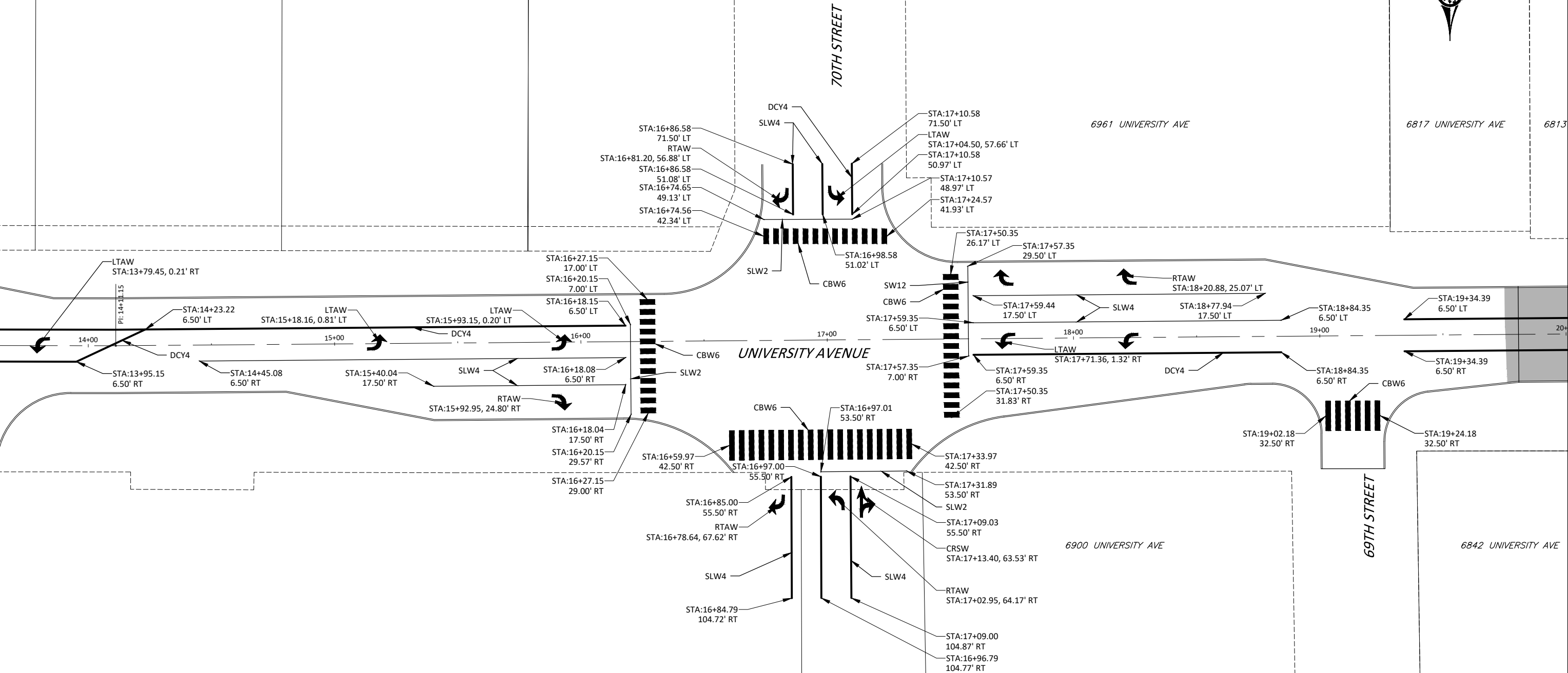
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CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
PAVEMENT MARKING

SHEET

N.02

NOTE  
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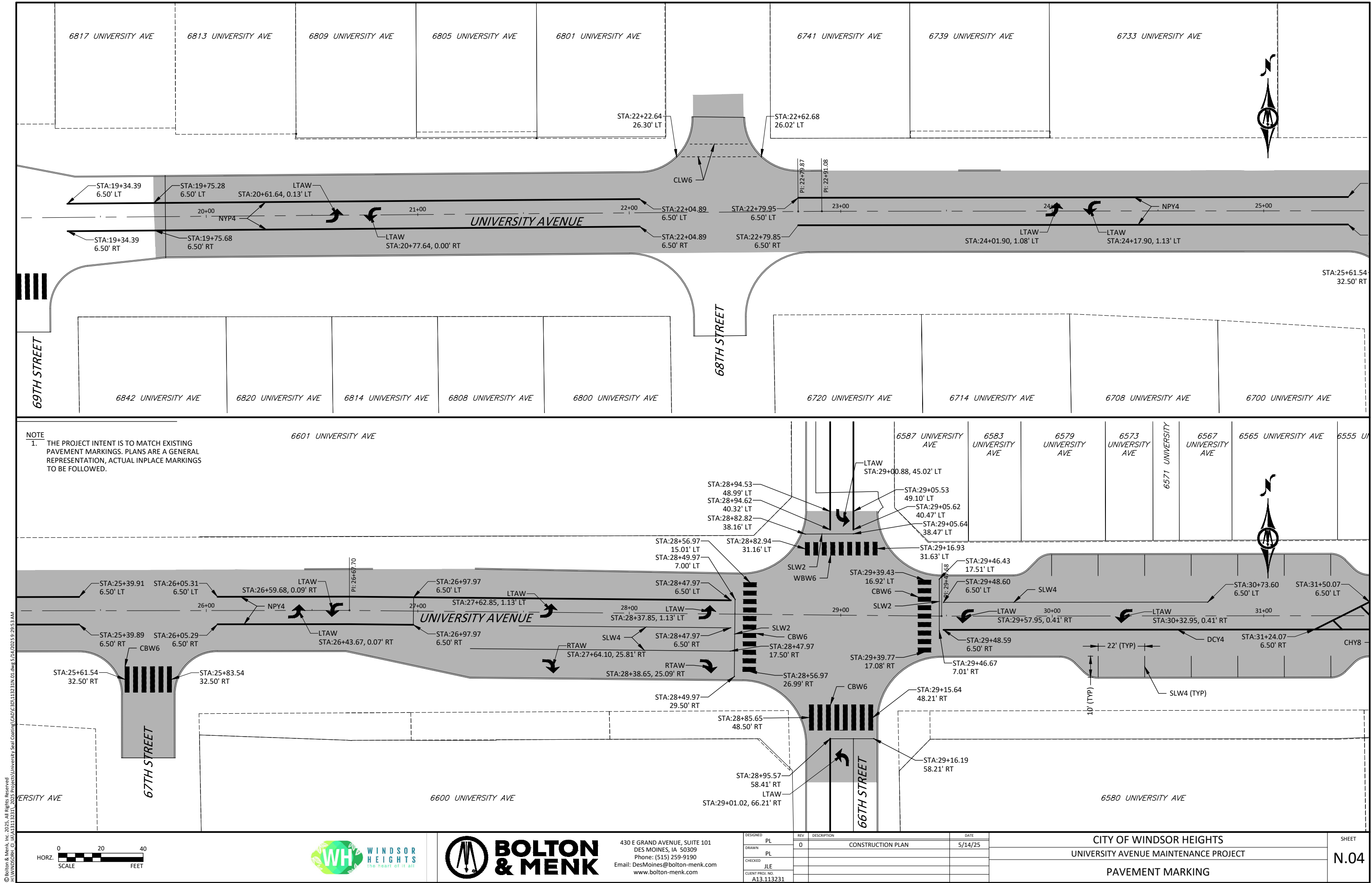


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CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
PAVEMENT MARKING

SHEET  
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NOTE  
1. THE PROJECT INTENT IS TO MATCH EXISTING PAVEMENT MARKINGS. PLANS ARE A GENERAL REPRESENTATION, ACTUAL INPLACE MARKINGS TO BE FOLLOWED.

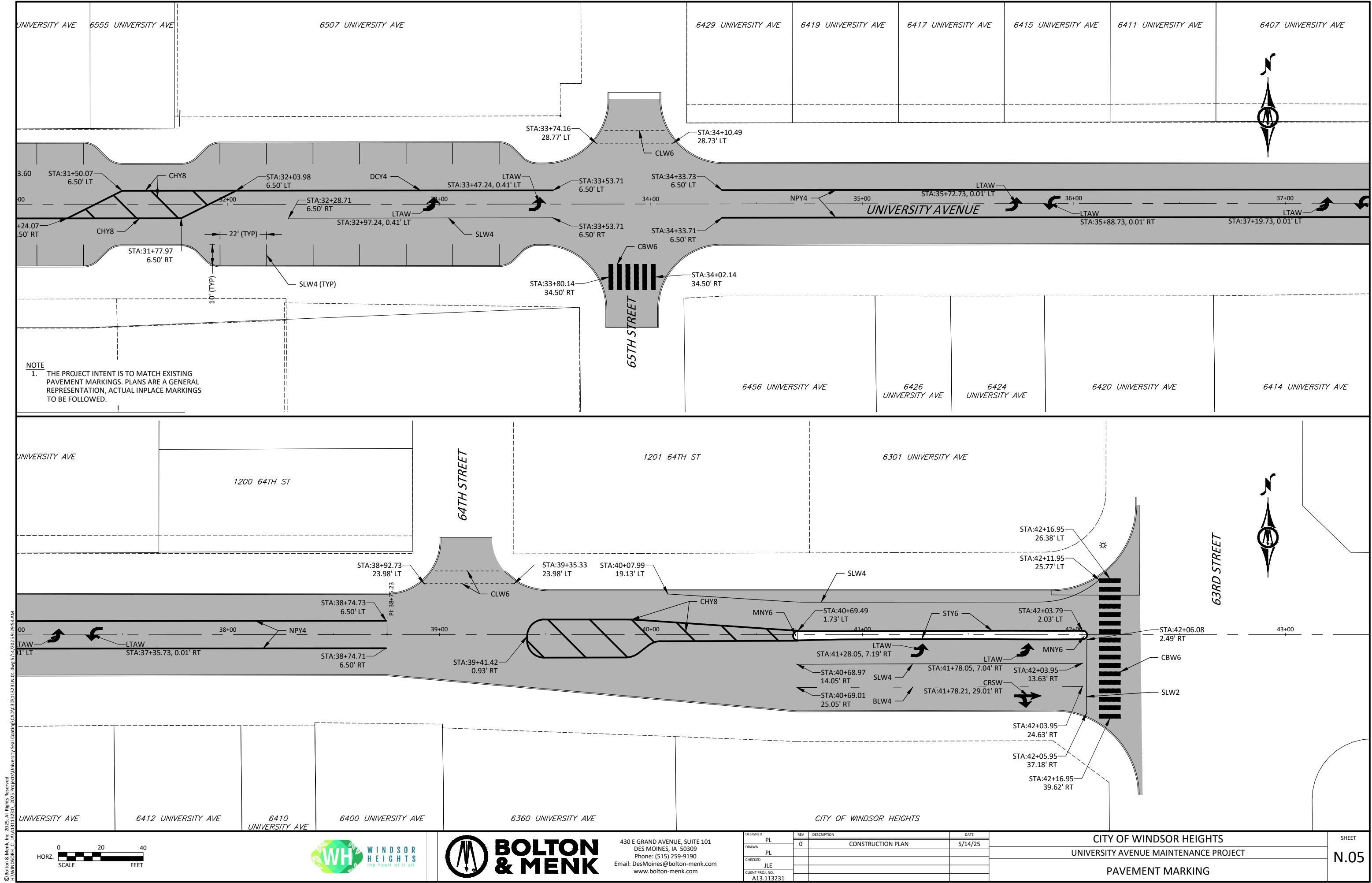


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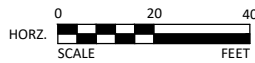
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CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
PAVEMENT MARKING

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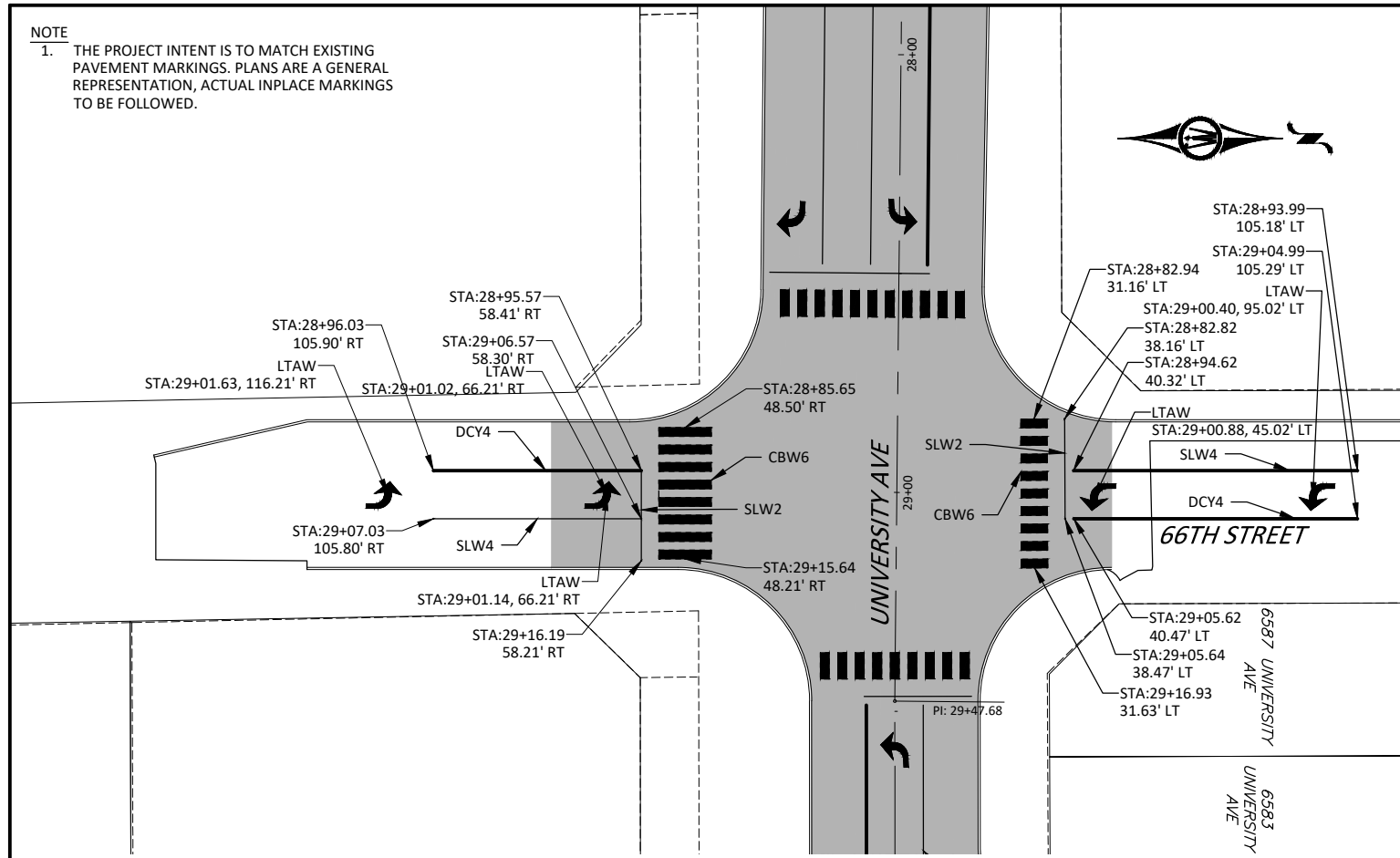
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CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
PAVEMENT MARKING

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N.05



NOTE  
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www.bolton-menk.com

| DESIGNED         | REV        | DESCRIPTION       | DATE    |
|------------------|------------|-------------------|---------|
| PL               | 0          | CONSTRUCTION PLAN | 5/14/25 |
| DRAWN            | PL         |                   |         |
| CHECKED          | JLE        |                   |         |
| CLIENT PROJ. NO. | A13.113231 |                   |         |

CITY OF WINDSOR HEIGHTS  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
PAVEMENT MARKING

SHEET  
N.06

# PROJECT MANUAL

University Avenue Maintenance Project

City of Windsor Heights

Windsor Heights, Iowa

May 2025

BMI Project No. A13.113231



Real People. Real Solutions.

[Bolton-Menk.com](http://Bolton-Menk.com)





SECTION 00005 - CERTIFICATION PAGE

PROJECT MANUAL  
FOR  
UNIVERSITY AVENUE MAINTENANCE PROJECT  
CITY OF WINDSOR HEIGHTS  
WINDSOR HEIGHTS, IOWA  
MAY 2025  
BMI PROJECT NO. A13.113231

|  |                                                                                                                                                                                                                                                                                                                                                                        |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p>_____ Date: _____</p> <p>Justin Ernst<br/>License No. 23753<br/>My renewal date is December 31, 2025<br/>Pages or sheets covered by this seal: _____</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## SECTION 00010 - TABLE OF CONTENTS

University Avenue Maintenance Project  
City of Windsor Heights

### CONTRACT DOCUMENTS:

#### PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

00005 - CERTIFICATION PAGE  
00010 - TABLE OF CONTENTS  
00100 - NOTICE TO BIDDERS  
00110 - NOTICE OF PUBLIC HEARING  
00200 - INSTRUCTIONS TO BIDDERS  
00410 - PROPOSAL  
00420 - BID BOND  
00500 - CONTRACT  
00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND  
00800 - SPECIAL PROVISIONS  
00900 - NOTICE OF AWARD  
00910 - NOTICE TO PROCEED  
00920 - LETTER OF TRANSMITTAL  
WAGE AND EXECUTIVE ORDER  
EQUAL EMPLOYMENT

Supplemental Specifications  
City of Windsor Heights

### DRAWINGS (UNDER SEPARATE COVER):

13 sheets numbered A.01 through N.06, inclusive, dated May 14, 2025, and with each sheet bearing the following general title:

University Avenue Maintenance Project  
City of Windsor Heights

### APPENDICES

**This project is based on  
SUDAS STANDARD SPECIFICATIONS, 2025 EDITION  
unless modified herein.**

**\*\*\*\*\*END OF SECTION\*\*\*\*\***



## SECTION 00100 - NOTICE TO BIDDERS

University Avenue Maintenance Project  
City of Windsor Heights  
Windsor Heights, Iowa

Receipt and Opening of Sealed Proposals. Sealed proposals for the work comprising the repair or improvement as stated below must be filed online through QuestCDN.com before 10:00 A.M. on June 10, 2025. Proposals will be opened and publicly read online through Microsoft Teams. Please use the Microsoft Teams Meeting Link or Call-In Number/Conference ID Number below to see and/or hear the bid opening results:

Microsoft Teams Meeting Link: \_\_\_\_\_  
Call-In Number: \_\_\_\_\_ / Conference ID Number: \_\_\_\_\_

The results will be reported to the City of Windsor Heights at its meeting at 6:00 P.M. on June 16, 2025 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Windsor Heights City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City of Windsor Heights.

To access the electronic proposal form, download the project documents and click the online bidding button at the top of the advertisement. Prospective Bidders must be on the plan holders list through QuestCDN for bids to be accepted and pay the required fee for submission of the online bid.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the contract must be complete on or before October 31, 2025. Liquidated damages are as set forth in Section 00500 – Contract.

Bid Security. Each Bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a contract for the work bid upon. The Bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications. If the Bidder fails to execute the contract and to furnish an acceptable Performance, Payment, and Maintenance Bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 430 E Grand Avenue, Suite 101, Des Moines, IA 50309. Complete digital project bidding documents are available at [www.bolton-menk.com](http://www.bolton-menk.com) or [www.questcdn.com](http://www.questcdn.com). You may view the digital plan documents for free by entering QuestCDN Project #9672542 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, viewing, downloading, and working with this digital project information.

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

Sales Tax Exemption Certificates. The Bidder shall not include sales tax in the bid. The City of Windsor Heights will distribute tax exemption certificates and authorization letters to the contractor and all subcontractors who are identified. The contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the contract.

**PROJECT DESCRIPTION:** The project consists of asphalt pavement rejuvenation on University Aveune including pavement markings.

The Notice is given by order of the City Council of the City of Windsor Heights.

---

Adam Strait  
City Clerk

## SECTION 00110 - NOTICE OF PUBLIC HEARING

University Avenue Maintenance Project  
City of Windsor Heights  
Windsor Heights, Iowa

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Windsor Heights on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on June 16, 2025, at 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324.

PROJECT DESCRIPTION: The project consists of asphalt pavement rejuvenation on University Avenue including pavement markings.

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the City Clerk, 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said City Council will also receive and consider any objections to said plans, specifications, estimate of cost, and form of contract made by any interested party.





## SECTION 00200 - INSTRUCTIONS TO BIDDERS

University Avenue Maintenance Project  
City of Windsor Heights  
Windsor Heights, Iowa

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2025 Edition, and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said standard specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

### ARTICLE 1—BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Windsor Heights, hereinafter called the "Jurisdiction".
- 1.04 All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.
- 1.05 The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable.

### ARTICLE 2—SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDERS

- 2.01 For this project, the City will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Prospective Bidders must be on the plan holders list through QuestCDN for bids to be accepted. A bid shall be received no later than the date and time provided in the Notice to Bidders. Bids received after the date and time provided for the opening of bids, or not submitted in the designated manner, will not be accepted. It is the sole responsibility of the Bidder to see that its proposal is received online via QuestCDN prior to the time for opening bids along with the appropriate bid security.
- 2.02 The following documents shall be completed, signed, and returned in the proposal envelope. The bid cannot be read if any of these documents are omitted from the proposal envelope.
  - A. PROPOSAL – Complete each of the following parts:
    - Part B – Acknowledgment of Addenda, if any have been issued;
    - Part C – Bid Items, Quantities and Prices;
    - Part F – Additional Requirements; and
    - Part G – Identity of Bidder.
- 2.03 Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the company owner or an authorized officer of the company; copies or facsimile of any signature will not be accepted.
- 2.04 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

2.05 Division 1 - General Provisions and Covenants of the 2025 SUDAS Standard Specifications is modified as follows:

A. Section 1020.1.09B, Unit Price Attachment.

A computer-generated unit price attachment may be submitted by the Bidder as specified by this section.

### **ARTICLE 3—PROSECUTION AND PROGRESS OF THE WORK**

3.01 The work is located in the City of Windsor Heights.

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the contract must be completed as stated in Section 00500 - Contract. Liquidated damages will be assessed as detailed in Section 00500 - Contract.

3.02 Community Events.

Successful Bidder will be required to coordinate with the Jurisdiction and accommodate the Jurisdiction's requirements for the following list of events:

Fall Festival & Fireworks: October 3-4

3.03 Each successful Bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Windsor Heights and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless the City of Windsor Heights from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2 years from and after acceptance of the work.

3.04 The City of Windsor Heights, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **ARTICLE 4—PREFERENCE OF PRODUCTS AND LABOR**

4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. If it is determined that this may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

## **ARTICLE 5—TAXES**

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.
- 5.03 Income Tax:
  - A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
  - B. If successful Bidder is a non-Iowa partnership, individual, or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.



## SECTION 00410 - PROPOSAL

University Avenue Maintenance Project  
City of Windsor Heights  
Windsor Heights, Iowa

### PROPOSAL: PART A – SCOPE

The City of Windsor Heights, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising of the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising of the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Mayor, at the prices hereinafter provided in Part C of the Proposal, for the improvements on the University Avenue Maintenance Project.

### PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_

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

### PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only but are considered sufficiently adequate for the purpose of comparing bids.

SEE INCLUDED PROPOSAL ATTACHMENT

## **PROPOSAL: PART D – GENERAL**

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Complete the work in accordance with the completion dates defined in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each calendar day thereafter that the work remains incomplete.

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

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to submit a sham bid or to refrain from bidding; and
5. That the bid has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other Bidder; and
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

## **PROPOSAL: PART F – ADDITIONAL REQUIREMENTS**

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

| ITEM NO. | DESCRIPTION OF ATTACHMENT |
|----------|---------------------------|
| 1.       | None                      |



**PROPOSAL: PART G - IDENTITY OF BIDDER**

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

☐ Individual,  
Sole Proprietorship

\_\_\_\_\_  
Bidder

☐ Partnership

\_\_\_\_\_  
Signature

☐ Corporation

\_\_\_\_\_  
Name (Print/Type)

☐ Limited Liability Company

\_\_\_\_\_  
Title

☐ Joint-Venture; all parties must join-in and  
execute all documents

\_\_\_\_\_  
Street Address

☐ Other

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

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

The Bidder shall enter its  
Public Registration Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
issued by the Iowa Commissioner of Labor  
Pursuant Section 91C.5 of the Iowa Code.

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.**

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

## BIDDER STATUS FORM

To be completed by all bidders.

### Part A

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

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.  
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.
- If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.
- If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders.

### Part B

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

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

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

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

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders.

### Part C

- Name of home state or foreign country reported to the Iowa Secretary of State: \_\_\_\_\_
- Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
- If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
\_\_\_\_\_  
\_\_\_\_\_

You may attach additional sheet(s) if needed.

To be completed by all bidders.

### Part D

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

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

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

## WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS

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

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

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

University Avenue Maintenance Project  
City of Windsor Heights  
Windsor Heights, Iowa

This is a UNIT PRICE CONTRACT. The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only but are considered sufficiently adequate for the purpose of comparing bids.

| ESTIMATED PROJECT QUANTITIES – BASE BID |            |                                      |      |          |            |       |
|-----------------------------------------|------------|--------------------------------------|------|----------|------------|-------|
| Item No.                                | Item Code  | Item                                 | Unit | Quantity | Unit Price | Total |
| 1                                       | 7060-999-A | ASHPALT REJUVENATOR                  | SY   | 12100    | \$         | \$    |
| 2                                       | 8020-C     | PAINTED PAVEMENT MARKINGS, DURABLE   | STA  | 264      | \$         | \$    |
| 3                                       | 8020-G     | PAINTED SYMBOLS AND LEGENDS, DURABLE | EA   | 58       | \$         | \$    |
| 4                                       | 8020-M     | GROOVES CUT FOR PAVEMENT MARKINGS    | STA  | 264      | \$         | \$    |
| 5                                       | 8020-N     | GROOVES CUT FOR SYMBOLS AND LEGENDS  | EA   | 58       | \$         | \$    |
| 6                                       | 8030-A     | TEMPORARY TRAFFIC CONTROL            | LS   | 1        | \$         | \$    |
| 7                                       | 11020-A    | MOBILIZATION                         | LS   | 1        | \$         | \$    |
| BID TOTAL:                              |            |                                      |      |          |            | \$    |

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION AS NOTED IN SECTION 00500 - "CONTRACT" OF THIS PROJECT MANUAL.

\_\_\_\_\_  
Bidder Name

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## SECTION 00420 - BID BOND

University Avenue Maintenance Project  
City of Windsor Heights  
Windsor Heights, Iowa

KNOW ALL BY THESE PRESENTS:

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

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

Project Title: University Avenue Maintenance Project

Project Description: The project consists of asphalt pavement rejuvenation on University Aveune including pavement markings.

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

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

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

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY:

PRINCIPAL:

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

\_\_\_\_\_  
Bidder

By:

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

By:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name (Print/Type)

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Company E-Mail

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

**NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.**

## SECTION 00500 - CONTRACT

University Avenue Maintenance Project  
City of Windsor Heights  
Windsor Heights, Iowa

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Windsor Heights hereinafter called the "Jurisdiction", and \_\_\_\_\_ hereinafter called the "Contractor".

### WITNESSETH:

The Contractor hereby agrees to complete the work comprising the University Avenue Maintenance Project as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, Iowa. This Contract includes all such contract documents. All work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, 2025 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

Project Title: University Avenue Maintenance Project

Project Description: The project consists of asphalt pavement rejuvenation on University Aveune including pavement markings.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which amount shall constitute the required amount of the Performance, Payment and Maintenance Bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

### CONTRACT PROVISIONS

- A. Completion Date: Date
  - 1. The work will be substantially completed on or before 9/30/2025, and completed and ready for final payment in accordance with General Conditions on or before 10/31/2025.
- B. Liquidated Damages
  - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of Five Hundred Dollars (\$500.00) for each calendar day the work remains incomplete.
  - 2. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Jurisdiction Five Hundred Dollars (\$500.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.



3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
- C. Maintenance Bond & Warranty
1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Windsor Heights, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
  2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 2 years from and after acceptance of the work.
- D. Bid Quantity Revisions
1. All quantities are estimates and subject to revision by the Jurisdiction.
  2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

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

JURISDICTION: City of Windsor Heights

CONTRACTOR:

By: \_\_\_\_\_  
Mike Jones, Mayor

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

(Seal)  
ATTEST:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Adam Strait, City Clerk

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Telephone

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

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. \_\_\_\_\_ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The Contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the Contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.  
  
Bond No. \_\_\_\_\_  
Name of Surety \_\_\_\_\_

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

CORPORATE ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the \_\_\_\_\_, and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of the Board of Directors; that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

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

INDIVIDUAL ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said \_\_\_\_\_ OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

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

**CONTRACT ATTACHMENT:            ITEM 1: GENERAL – NONE**

**CONTRACT ATTACHMENT:            ITEM 2: BID ITEMS AND QUANTITIES**

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

[Insert Schedule of Unit Prices Standard Table Format]

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## SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

University Avenue Maintenance Project  
City of Windsor Heights  
Windsor Heights, Iowa

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the "Contractor" or "Principal") and \_\_\_\_\_, as Surety are held and firmly bound unto \_\_\_\_\_, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the University Avenue Maintenance Project, Windsor Heights, Iowa.

Project Description: The project consists of asphalt pavement rejuvenation on University Aveune including pavement markings.

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

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

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

**PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Maintenance Bond requirements shall not apply to the following: work that is not permanently incorporated into the project; pavement markings, seeding, sodding, and plant material and planting.

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

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this Bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

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

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers



and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

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

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

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

Project No. \_\_\_\_\_

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY:

PRINCIPAL:

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

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

**NOTE:**

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

## SECTION 00800 - SPECIAL PROVISIONS

FOR

University Avenue Maintenance Project  
City of Windsor Heights  
Windsor Heights, Iowa

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1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be completed as detailed in Section 00500 – Contract.

b) Liquidated Damage

- i) Damages in the amount as detailed in Section 00500 – Contract will be assessed for each calendar or working day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Bid Quantity Revisions

- i) All quantities are estimates and subject to revision by the Jurisdiction.
- ii) Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2025 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Final Acceptance” and “Final Completion” shall mean final approval of the project as defined in SUDAS 1090, 1.08, C.
- iv) “Owner”, “Jurisdiction” and “City” shall mean the City of Windsor Heights, acting through the City Council.
- v) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- vi) “Engineer” shall mean the Engineer of Record.
- vii) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- viii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the Plans.
- ix) “Substantial Completion” shall be as defined by the Iowa Administrative Code Chapter 573.28.
- x) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the Contract unless some other meaning is indicated by the context.
- xi) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 430 E Grand Avenue, Suite 101, Des Moines, IA 50309.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2025 Edition SUDAS Standard Specifications is modified as follows:

- i) Section 1020.1.09B, Unit Price Attachment.

- (a) A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.
- ii) Section 1050, 1.05 - Shop Drawings, Certificates, and Equipment Lists
  - (a) Electronic submittal of shop drawings will be allowed.
  - (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.
- iii) Section 1050, 1.15 – Additional Contractor Responsibilities
  - (a) No Changes.
- 4) WORK REQUIRED
  - a) Work under this Contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the University Avenue Maintenance Project as described in the Official Publication.
- 5) PLANS AND SPECIFICATIONS
  - a) The Jurisdiction will furnish five (5) sets of plans and specifications to the Contractor after award of the Contract. The Contractor shall compensate the Jurisdiction for printing costs for additional copies required.
  - b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.
- 6) SUBMITTALS
  - a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
  - b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
    - i) Testing reports.
    - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
    - iii) Details of proposed methods of any special construction required.
    - iv) Purchase orders and subcontracts without prices.
    - v) Traffic control and staging plan.
    - vi) Such other information as the Engineer may request to ensure compliance with contract documents.
    - vii) List of Subcontractors and Suppliers.
- 7) STANDARDS AND CODES
  - a) Construct improvements with best present day construction practices and equipment.
  - b) Conform with and test in accordance with applicable sections of the following standards and codes.
    - i) American Association of State Highway and Transportation Officials (AASHTO).
    - ii) American Society for Testing and Materials (ASTM).
    - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
    - iv) American National Standards Institute (ANSI).
    - v) American Water Works Association (AWWA).
    - vi) American Welding Society (AWS).

- vii) Federal Specifications (FS).
- viii) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
- ix) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- x) Standards and Codes of the State of Iowa and the ordinances of the Jurisdiction.
- xi) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the Contract.

#### 8) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
  - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
  - ii) To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

#### 9) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of the Jurisdiction and Engineer.
- d) Contractor shall cooperate with Jurisdiction, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

#### 10) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
- b) The following Community Events are scheduled. Contractor is required to coordinate with the Jurisdiction as needed to allow use of public property as necessary for the event(s). If Contract continues for multiple years, event is still in force even though dates and locations may change.
  - i) Fall Fest: October 3 & 4

#### 11) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.

- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of the Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Jurisdiction.

#### 12) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Weekly progress meetings, if specified at the preconstruction conference, may be held at the project site to review project schedules, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

#### 13) COORDINATION WITH OTHERS

- a) Contractor shall cooperate and coordinate construction with the Jurisdiction, utility companies, affected property owners, and other contractors working in the vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall cooperate and coordinate with property owners prior to beginning work that will affect their parcel.

#### 14) CONSTRUCTION GENERAL

- a) Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- b) Contractor shall cooperate with the City of Windsor Heights, Iowa and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and cleanup activities as construction progresses.

#### 15) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.
- b) Contractor shall not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences and landscaping within the construction limits not marked for removal.

- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

#### 16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update the construction schedule as needed due to changes in progress of construction from the original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in Section 00500 – Contract.
- f) Contractor shall notify the Jurisdiction and property owners at least 48 hours prior to any street closures.
  - i) Notification shall be provided by written notice placed on the front door. The following items shall be included within the notice:
    - (a) The street name, location and proposed date of street closure.
    - (b) The estimated schedule for completion of work.
    - (c) The estimated date for reopening of the street.
    - (d) Procedure for garbage collection recycling and postal service.

#### 17) CONSTRUCTION PHASING

- a) Contractor shall refer to construction staging and traffic control plans when included in construction plans.
- b) Contractor shall include construction phasing on the required construction schedule submittal.

#### 18) CONSTRUCTION STAKING

- a) Unless otherwise specified in the specific sections, Contractor shall provide engineering surveys to establish reference points for construction.

#### 19) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- b) All manholes and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment.
- c) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- d) Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Engineer for review and assistance with resolution prior to staking.
- e) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- f) The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- g) The Jurisdiction and Engineer will not be responsible for delays due to lack of grade or line stakes unless the Contractor has given the Engineer a 48 hour, working day, notice that such stakes will be needed and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.



## 20) MATERIALS TESTS

- a) Testing shall follow the requirements of the SUDAS Standards Specifications. Contractor specified testing shall be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Required testing not specified as Contractor or Supplier responsibility will be completed by an independent testing laboratory retained by the Jurisdiction or the Engineer.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall not deliver materials to the project site until laboratory tests and/or certifications have been furnished which verify compliance of materials with specifications.
- d) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.

## 21) SOIL BORINGS

- a) None

## 22) EXISTING UTILITIES

- a) Location of utility lines, mains, cables and appurtenances shown on plans are from information provided by utility companies and records of the Jurisdiction.
- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

## 23) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed of as directed by the Engineer.
- b) The City of Windsor Heights, Iowa retains first right of refusal for retaining any existing materials removed by the construction.
- c) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- d) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.

- f) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- h) Any items damaged in removal, storage or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

#### 24) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
  - i) The Engineer;
  - ii) The Jurisdiction; and
  - iii) Local Law Enforcement Agencies.
- b) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.
- c) The Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
  - i) Notification shall be provided by written notice delivered to the business. The following items shall be included within the notice:
    - (1) The street name, location and proposed date of street closure;
    - (2) The estimated schedule for completion of work;
    - (3) The estimated date for reopening of the street; and
    - (4) Procedure for garbage collection/recycling and postal service.
  - ii) Contractor shall accommodate and maintain safe access to homes for property owners. Access to homes shall be considered incidental to the project.
- d) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives and walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.
- e) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.
- f) Contractor shall furnish, erect and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- g) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- h) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- i) Contractor shall provide continuous access for police, fire and other emergency vehicles.
- j) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

## 25) TEMPORARY FENCES

- a) Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- b) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
  - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

## 26) EROSION CONTROL (No Permit)

- a) A SWPPP Plan and NPDES Permit are not required for this project. Contractor shall still be responsible to protect against erosion and dust pollution on this project site and any off-site deposit or borrow area used for this project.
- b) Protect adjoining property including public sanitary and storm sewer systems and streets from any damage resulting from movement of earth or other debris from project site. Repair any damage immediately.
- c) Prevent accumulation of earth or debris on adjoining public or private property from project site. Remove any accumulation of earth or debris immediately. Prevent repetition of any instance where earth or debris moves from project site to adjoining public or private property.
- d) Provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- e) Contractor shall use silt fence and similar Best Management Practices (BMP) at all drainage courses, swales and storm sewer system inlets/outlets to protect against siltation and erosion as shown in the construction drawings or directed by the Engineer.
- f) Erosion protection measures, other than those specified as unit price pay items are incidental.
- g) The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.
- h) After the detention basin construction is completed, the Contractor is required to immediately seed and mulch these locations.
- i) As construction progresses, sodding, seeding and mulching is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
- j) The Contractor shall anticipate multiple mobilizations to complete seeding, sodding, mulching and surface restoration operations as areas of the project corridor become available to do so.

## 27) INCIDENTAL CONTRACT ITEMS

- a) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price Bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

Concrete header removal  
Connections to existing storm sewer structures and pipes unless specified for separate payment  
Construction and removal of temporary access roads  
Construction fencing  
Construction staging and phasing

Coordination and cooperation with affected property owners  
Coordination and cooperation with the City of Windsor Heights  
Coordination and cooperation with other contractors  
Coordination and cooperation with other projects in the area  
Coordination and cooperation with utility companies  
Dewatering and handling storm water flow during construction  
Dust control measures  
Engineering fabric  
Excavation, verification and protection of existing utilities  
Field and wood fence removal  
Field testing  
Finish grading  
Full depth saw-cutting of existing pavement  
Grading for storm sewer outlets  
Granular backfill and bedding for storm and sanitary sewer installation  
Granular surfacing removal  
Maintenance and watering for seeding and sodding  
Maintenance of erosion control measures, including silt removal  
Material testing  
Monitoring weather conditions  
Mowing  
Overhaul  
Pipe and structure bedding material  
Porous backfill for subdrain  
Proof rolling  
Protection of existing hydrant(s) and valve(s)  
Protection of existing trees and plantings not shown as removals  
Protection of existing utilities and light poles  
Removing and reinstalling existing signs  
Reseeding  
Site cleanup/restoration  
Street sweeping  
Temporary safety closures  
Temporary sheeting and shoring  
Water valve removal  
Working backfill to reduce moisture content  
Working subgrade to achieve acceptable moisture content  
Wrapping of storm sewer pipe joints

**\*\*\*\*\*END OF SECTION\*\*\*\*\***

## SECTION 00900 - NOTICE OF AWARD

(To be executed after bid is awarded.)

TO: Contractor \_\_\_\_\_  
Address 1 \_\_\_\_\_  
Address 2 \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

PROJECT TITLE: University Avenue Maintenance Project

PROJECT DESCRIPTION: The project consists of asphalt pavement rejuvenation on University Aveune including pavement markings.

OWNER'S NAME: City of Windsor Heights

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Notice to Bidders dated \_\_\_\_\_, 20\_\_\_\_, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

You must deliver to the OWNER Three (3) fully executed counterparts of the Contract, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Contract acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Contract.

Dated this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Windsor Heights  
Windsor Heights, Iowa

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_,

this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## SECTION 00910 - NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved.)

|                         |                                                             |
|-------------------------|-------------------------------------------------------------|
| TO: <u>Contractor</u>   | Date: _____                                                 |
| <u>Address 1</u>        | Project Title: <u>University Avenue Maintenance Project</u> |
| <u>Address 2</u>        | Project Owner: <u>City of Windsor Heights</u>               |
| <u>City, State, Zip</u> | Project Location: <u>Windsor Heights, Iowa</u>              |

You are hereby notified to commence WORK in accordance with the Contract awarded on \_\_\_\_\_, 20\_\_\_\_.  
The Contract Time shall commence to run on Anticipated start date: \_\_\_\_\_, 20\_\_\_\_. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

City of Windsor Heights

Windsor Heights, Iowa

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_,  
this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TO BE PRINTED ON CONTRACTOR'S LETTERHEAD**

**LETTER OF TRANSMITTAL**

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

Contractor City, State, Zip \_\_\_\_\_

Contractor Phone/E-Mail \_\_\_\_\_

|                                           |                  |
|-------------------------------------------|------------------|
| DATE:                                     | BMI # A13.113231 |
| ATTENTION: Justin Ernst                   |                  |
| RE: University Avenue Maintenance Project |                  |
|                                           |                  |
| SUBMITTAL NO.:                            |                  |

WE ARE SENDING YOU

- ☐ Attached      ☐ Under Separate Cover via \_\_\_\_\_ the Following Items:
- ☐ Shop Drawings    ☐ Prints    ☐ Specifications    ☐ Copy of Letter
- ☐ \_\_\_\_\_

| No. Copies Submitted                                          | Specification Section                                                                           | Subject of Shop Drawing or Other Submittal                                                                                                                                |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                               |                                                                                                 |                                                                                                                                                                           |
| <b>Review Action:</b><br><i>(To be filled in by Engineer)</i> | <input type="checkbox"/> No Exceptions Taken<br><input type="checkbox"/> Make Corrections Noted | <input type="checkbox"/> Amend - Resubmit<br><input type="checkbox"/> Rejected - Resubmit<br><input type="checkbox"/> Not Reviewed<br><input type="checkbox"/> For Record |

**Comments:** *(To be filled in by Engineer.)*

- ☐ The CONTRACTOR hereby notifies the OWNER that this Shop Drawing is in conformance with SUDAS Specifications Section 1050, 1.05 referenced in the Contract Documents.
- ☐ The CONTRACTOR hereby notifies the OWNER that this Shop Drawing is not in conformance with Section 1050, 1.05 of the SUDAS Specifications referenced in the Contract Documents and nevertheless asks approval thereof. The features not in conformance are as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

CONTRACTOR SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

**COPY TO:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(To be filled in by Engineer)*

**ENGINEER SIGNED:**

DATE: \_\_\_\_\_

Distribution:    ☐ Contractor    ☐ Owner    ☐ Project Engineer    ☐ Field Office    ☐ Other

**APPENDIX**  
**FOR**  
**UNIVERSITY AVENUE MAINTENANCE PROJECT**  
**CITY OF WINDSOR HEIGHTS**  
**WINDSOR HEIGHTS, IOWA**



## SPRAY-APPLIED PENETRATING ASPHALT REJUVENATOR SPECIFICATION

### 1. DESCRIPTION

This work shall consist of furnishing all materials, equipment, labor, and preparation necessary for the application of a topically applied plant-based penetrating asphalt rejuvenating agent to existing or newly constructed asphalt pavements while maintaining safe surroundings for workers, the motoring public, and the environment for the primary purpose of slowing the oxidation, raveling and other damage caused to unprotected asphalt pavements.

### 2. MATERIALS

Plant-based asphalt rejuvenating products will be accepted for this bid if they meet the material requirements listed below:

- Plant-based products shall be environmentally “GREEN” plant-based factory-emulsified rejuvenator agent. Penetrating plant-based rejuvenators may be emulsified, factory-blended or placed in its original formulation as per manufacturer’s recommendations. Petroleum-based asphalt rejuvenating products shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit a bid with a certified statement from the asphalt rejuvenator manufacturer evidencing that the asphalt rejuvenating agent conforms to the required physical and chemical properties required to achieve the Material Performance and Testing outlined in 2a 1), 2) and 3) set forth herein.

At no time is any dilution or altering of the rejuvenating agent permitted once it leaves the blending facility or manufacturer. Rejuvenating materials shall follow all manufacturer’s recommended storage controls with regards to temperature (never frozen or overheated), agitation, and exposure to UV light. The manufacturer/contractor shall ensure that the products are free of defect and within the product’s useable shelf-life.

#### a) Material Performance and Testing:

- 1) The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been affective shall be by analysis of the chemical properties of the asphalt binder.
- 2) The viscosity shall be reduced by a minimum of 25% for a pavement two years or less in age and reduced by a minimum of 40% for a pavement greater than two years in age as determined by dynamic shear rheometer (DSR) method for asphalt testing in accordance with FAA P-632 procedure. The FAA P-632 specification is the current governing standard for performance requirements of surface applied asphalt rejuvenators. This analysis shall apply to extracted asphalt binder, taken from cores extracted thirty to forty-five days following application, in the upper 3/8 inch of pavement.

Reference Tables 1 and 2 below.

**Table 1. Pavement Three (3) Years or Less in Age**

| Item | Property of Recovered Binder <sup>2</sup>                      | Requirement                       | Test Method |
|------|----------------------------------------------------------------|-----------------------------------|-------------|
| 1    | Absolute Viscosity $_{60^{\circ}\text{C}}$ , P                 | $\geq 25\%$ Decrease <sup>2</sup> | ASTM D2171  |
| 2a   | Complex Modulus $_{60^{\circ}\text{C}}$ , $G^*$                |                                   | AASHTO T315 |
| 2b   | Viscosity $_{60^{\circ}\text{C}}$ , $\eta = G^* / \omega$ Pa·s |                                   |             |
| 2c   | Phase Angle $_{60^{\circ}\text{C}}$ , $\delta$ , °             | Report                            |             |

**Table 2. Pavement More than Three (3) Years in Age**

| Item | Property of Recovered Binder <sup>2</sup>                        | Requirement                       | Test Method |
|------|------------------------------------------------------------------|-----------------------------------|-------------|
| 1    | Absolute Viscosity $_{60^{\circ}\text{C}}$ , P                   | $\geq 40\%$ Decrease <sup>2</sup> | ASTM D2171  |
| 2a   | Complex Modulus $_{60^{\circ}\text{C}}$ , $G^*$ , kPa            |                                   | AASHTO T315 |
| 2b   | Viscosity $_{60^{\circ}\text{C}}$ , $\eta^* = G^* / \omega$ Pa·s |                                   |             |
| 2c   | Phase Angle $_{60^{\circ}\text{C}}$ , $\delta$ , °               | Report                            |             |

<sup>2</sup> Procedures: Sample collection for application and acceptance as noted in this specification. Sample weights and measure by ASTM D3549; Extraction by: ASTM D2172, Method A using toluene (conditioning to remove moisture will not be accomplished); Recovery by: ASTM D1856 (Abson) or ASTM D5404 (Roto-Vap); and binder extraction, recovery and testing within 48-96 hours of obtaining pavement cores or equivalent surface area samples.

- 3) The Engineer may require that untreated and treated core samples (a minimum of six inches in diameter) be removed by the Engineer at the owners expense. The treated core samples shall be taken in the same lane and in close proximity to each untreated core sample. A minimum of three untreated and three treated core samples shall be taken for each pavement group, or one set of six cores per every 50,000 square yards of treated pavement in each pavement group. If the Engineer requires sample cores, control cores shall be taken on the untreated portion of pavement 24-96 hours prior to applying the penetrating asphalt spray rejuvenator.

Cores taken from treated pavement shall be taken within 30-45 days following application in accordance with FAA -632 procedure.

### 3. EQUIPMENT

- a) Pressure distributor: The asphalt rejuvenator shall be applied with a computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spreader bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or seven hundred (700') feet per minute. Before beginning application, the equipment must be tested under pressure for leaks to ensure it is in good working order.

The distributor truck shall be equipped with a 10-foot (minimum) spreader bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard. These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. The distributor should be equipped to hand-spray the rejuvenator agent in areas identified either on the plans or by the Engineer, or not accessible to the distributor truck itself.

- b) Calibration: Furnish all equipment, materials, and labor as necessary to calibrate the computer-controlled distributor. Perform the calibration with the specified material prior to applying the penetrating asphalt spray rejuvenator on the prepared surface, in accordance with applicable standards and the project specifications.

## **5. WEATHER LIMITATIONS**

Place the rejuvenation product on an existing pavement surface that is slightly damp (not wet) or dry, and when both the pavement and atmospheric temperature is 50°F and rising. Do not place penetrating asphalt spray rejuvenator if any of the following conditions exist:

- a) Impending weather conditions do not allow for proper curing, or if temperatures are forecasted below 32°F within 24 hours from the time of work.
- b) The existing pavement temperature is 140°F or above.
- c) The pavement surface is wet, or if rain/freezing temperatures are forecasted within 24 hours of placement.
- d) If weather conditions interfere with application and/or curing, the Engineer may, at their discretion, suspend the job or require remedial action as deemed necessary.

## **6. SURFACE PREPARATION**

It is recommended the manufacturer closely review the pre-existing conditions of the pavement surface with the approved applicator to determine the effective application rate(s) for the penetrating asphalt spray rejuvenator treatment prior to application. Prior to application, the approved applicator shall determine whether the existing surface to be treated requires sweeping and/or cleaning. This surface preparation, if required, shall be accomplished by hand or power broom, power blowing, mechanical vacuum sweeper or other approved cleaning methods.

- a) Asphalt Pavement Surfaces: The contractor shall ensure that all surfaces are clean and void of any deleterious materials prior to placing rejuvenating agent. Clean pavement surface immediately prior to placing the rejuvenating agent by sweeping, flushing well with water (leaving no standing water), or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with the oil spot primer. Any additional surface preparation, such as crack repair, may be made prior to the application of the rejuvenating agents with a minimum of 4 weeks curing time before applying rejuvenating agent. Follow manufacturer's recommendations if in question.
- b) Friction: Surface friction may be affected by the application of a rejuvenating agent. Testing on a localized area prior to the production should be conducted. Each Bidder shall provide friction test results evidencing between 24 and 96 hours after application of the rejuvenating agent shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior

to application per FAA P-632 procedure. If conditions should fall below the agency's minimum threshold, the addition of a granular grit and/or additional signage may be required to notify of conditions until a time at which the friction numbers rebound. Round-a-bouts and locations that will have more aggressive turning maneuvers may need to be avoided or constructed in a manner that would prevent vehicular traffic from loss of friction.

- c) Retro-reflectivity: Materials used for traffic markings including reflective beads, epoxy paints, latex paints, thermoplastic, etc. vary widely and the effect of the topically applied asphalt rejuvenator on the markings will vary depending on their age, exposure to the elements, and geographical location.

Since traffic markings may be affected by the application of some topical rejuvenating agents, care and tests should be conducted prior to placement. Minimum thresholds established for reflectivity on longitudinal pavement markings shall meet the Supplemental Notice of Proposed Amendment (SNPA) to the 2009 Manual for Uniform Traffic Control Devices (MUTCD). If the values are diminished to a point that the agency deems are below the minimum threshold for that agency, reflective traffic tabs shall be installed to augment the in-place markings until a time that the retro-reflectivity numbers rebound back above the minimum threshold.

## **7. APPLICATION OF PENETRATING ASPHALT REJUVENATOR**

The Contractor shall follow the construction methods as described. Target application rates for the penetrating asphalt spray rejuvenator shall be in the range of 0.05 to 0.135 gallons per square yard as established by the Engineer after spraying a test strip or strips with varying application rates in order to determine the optimum rate to achieve coating without runoff or delayed curing times. Generally, the application rate for pavements 2 years old and less will be in the range 0.05 to 0.075 gallons per square yard, the application rate for pavements 3 to 5 years old will be in the range 0.08 to 0.10 gallons per square yard, and the application rate for pavements 6 years old and older will be 0.11 to 0.135 gallons per square yard.

The penetrating asphalt spray rejuvenator shall be applied at an initial rate determined by the manufacturer's recommendation and the Engineer on site. A 200' test strip will be required to ensure that the rate is at a sufficient amount for uniform coverage of the asphalt surface. Continuous monitoring of surface conditions or changes in asphalt mat characteristics requiring adjustment to the application rates to conform to conditions shall be determined by the manufacturer's representative. If the target application rates are not the optimum application rates to achieve proper coating of the existing or newly constructed pavement surface, or if the break time is too long or too short, immediately notify the Engineer. Adjust and document the new application rate by stationing.

Do not allow the asphalt rejuvenating agent to streak on the road surface. If the Engineer determines that streaking is occurring, cease operations until the Engineer is satisfied that streaking has been eliminated. Apply the penetrating asphalt spray rejuvenator treatment to all exposed areas of asphalt surface as directed by the Engineer.

**8. TRAFFIC CONTROL**

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. The Contractor shall have on site an (Maintenance of Traffic) M.O.T. person with no less than an Intermediate certification and submit an M.O.T plan indicating all facets of traffic control for the project area. The M.O.T. plan must be approved in writing prior to commencing any work. All traffic control shall be in accordance with the agency Roadway Design Standards, most current edition. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

**9. MEASUREMENT AND PAYMENT**

- a) The quantity to be measured for payment will be the number of square yards of penetrating asphalt spray rejuvenator completed at various application rates.
- b) No additional compensation shall be made for additional work required to apply penetrating asphalt spray rejuvenator treatment to areas outside the normal operating width of the distributor.

END OF SECTION



**STAFF REPORT**  
**CITY COUNCIL**  
May 19, 2025

**TO:** CITY COUNCIL

**FROM:** Adam Plagge, City Administrator  
Justin Ernst, City Engineer  
Andy Larson

**SUBJECT:** Approve Resolution No. 2025-50 A Resolution to Provide for a Notice of Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimated Total Cost for the Wilshire Blvd Storm Sewer Project and For the Taking of Bids of Said Project

**GENERAL INFORMATION**

This action authorizes the bidding and scheduling of a public hearing on June 16th for the Wilshire Blvd Storm Sewer Project. The project is located at the intersection of Wilshire Blvd and 73rd Street and mid way between 70th Street and 73rd Street on Wilshire Blvd. Work will also be done on Sunrise Blvd at the existing storm water intakes (near 7219 Sunrise). Work includes installation of 2 intakes and storms sewer at 73rd Street, removal of intakes between 70th and 73rd and abandoning the existing storm sewer between Wilshire and Sunrise. Work is due to collapsed storm sewer in back yards that would prove difficult to repair and maintain going forward. The estimated construction cost is \$130,000. Completion is required prior to Fall Festival or to occur after Fall Festival.

**ATTACHMENTS**

1. Resolution No. 2025-50 - A Resolution to Set a Public Hearing and Take Bids on Wilshire Blvd Storm Sewer Project
2. 2025-04-30 - 100% WILSHIRE BLVD STORM SEWER
3. Project Schedule 5.15.25
4. WILSHIRE BLVD STORM SEWER\_Signed

**Resolution No. 2025-50**

**A RESOLUTION TO PROVIDE FOR A NOTICE OF PUBLIC HEARING ON THE PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED TOTAL COST FOR THE WILSHIRE BLVD STORM SEWER PROJECT AND FOR THE TAKING OF BIDS ON SAID PROJECT**

**WHEREAS**, it is proposed that the City of Windsor Heights authorize the construction of public improvements as described in the proposed plans, specifications, and form of contract prepared by Bolten and Menk (the “Project Engineer”), which may be hereinafter referred to as the “Wilshire Blvd Storm Sewer Project” (the “Project”); and

**WHEREAS**, the proposed plans, specifications, form of contract and estimated total cost for the project (the “Contract Documents”) are on file with the City Clerk; and

**WHEREAS**, it is necessary to set a time and place for a public hearing on the Contract Documents, to publish Notice of Public Hearing on the Contract Documents, and to advertise for sealed bids on the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, IOWA:**

1. The City hereby approves the proposed Contract Documents referred to in this Resolution, as prepared by the Project Engineer, in their preliminary form.
2. The City hereby determines that the Project is necessary and desirable for the City and finds that it is in the best interest of the City to proceed towards construction of the Project.
3. The City shall hold a public hearing on the proposed Contract Documents on June 16 2025 at 6:00 pm at City Hall, at which time any interested person may appear and file objections to the proposed Contract Documents, and, after hearing objections, the City may proceed with approval of said Contract Documents.
4. The City hereby authorizes and directs the City Clerk to publish the notice of public hearing on the Contract Documents for the Project at least once, not less than four (4) not more than twenty (20) days before the date of the hearing.
5. The City hereby delegates Bolten and Menk the duty of publishing notice to bidders not less than 13 or more than 45 days before the date of filing bids.
6. The City hereby sets June 10, 2025 at 10:00 AM in the Office of the City Clerk as the time and place that the City’s designee will open and announce the bids received for construction of the Project.
7. The City hereby authorizes and directs advertisement for sealed bids for the Project in accordance with Iowa Code Chapter 26.

Passed and approved this 19<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Mike Jones, Mayor

Attest: \_\_\_\_\_  
Adam Strait, City Clerk



CITY OF WINDSOR HEIGHTS, IOWA

CONSTRUCTION PLANS FOR

# WILSHIRE BLVD STORM SEWER

WINDSOR HEIGHTS, IA  
MAY 2025

PRELIMINARY

NOT FOR CONSTRUCTION,  
RECORDING PURPOSES, OR  
IMPLEMENTATION.

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS".

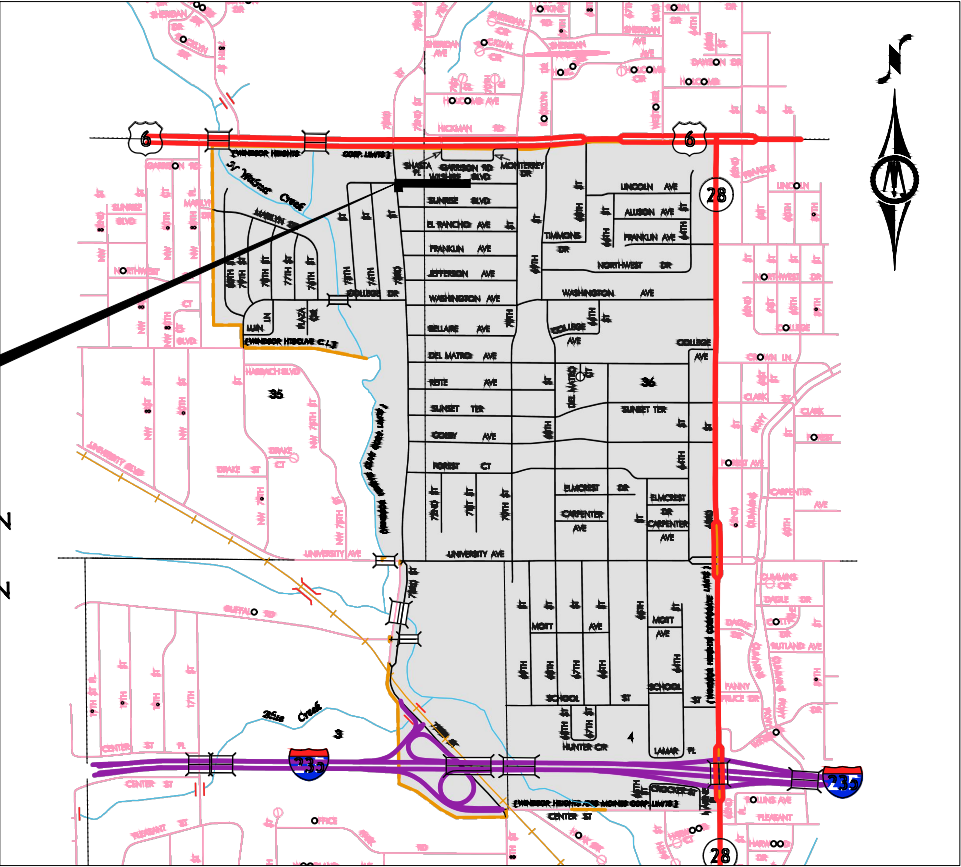
IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", VERSION OCTOBER 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW, NOTIFY IOWA ONE CALL 1-800-292-8989

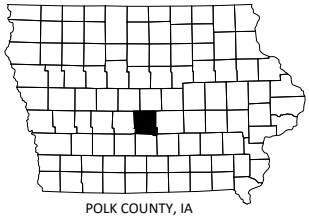


PROJECT LOCATION



| SHEET INDEX |                                         |          |              |
|-------------|-----------------------------------------|----------|--------------|
| NUMBER      | DESCRIPTION                             | REVISION | DATE REVISED |
| A.01        | TITLE SHEET                             | 0        | 5/14/2025    |
| A.02        | LEGEND SHEET                            | 0        | 5/14/2025    |
| B.01        | TYPICAL DETAILS                         | 0        | 5/14/2025    |
| C.01        | GENERAL NOTES                           | 0        | 5/14/2025    |
| C.02        | QUANTITIES AND ESTIMATE REFERENCE NOTES | 0        | 5/14/2025    |
| D.01        | WILSHIRE BLVD                           | 0        | 5/14/2025    |
| F.01        | REMOVALS                                | 0        | 5/14/2025    |
| M.01        | PLAN AND PROFILE - WILSHIRE             | 0        | 5/14/2025    |
| S.01        | ADA RAMP                                | 0        | 5/14/2025    |

MAP OF THE  
CITY OF WINDSOR HEIGHTS  
POLK COUNTY, IA



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

JUSTIN L. ERNST, P.E.

LICENSE NUMBER: 23753      DATE: 5/14/2025

MY LICENSE RENEWAL DATE IS December 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEET



430 E GRAND AVENUE, SUITE 101  
DES MOINES, IA 50309  
Phone: (515) 259-9190  
Email: DesMoines@bolton-menk.com  
www.bolton-menk.com

| DESIGNED         | REV | DESCRIPTION        | DATE      |
|------------------|-----|--------------------|-----------|
| JLE              | 0   | CONSTRUCTION PLANS | 5/14/2025 |
| DRAWN            |     |                    |           |
| TJN              |     |                    |           |
| CHECKED          |     |                    |           |
| JLE              |     |                    |           |
| CLIENT PROJ. NO. |     |                    |           |
| 24X.135937.000   |     |                    |           |

WINDSOR HEIGHTS, IOWA

WILSHIRE BLVD STORM SEWER

TITLE SHEET

SHEET

A.01

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EXISTING TOPOGRAPHIC SYMBOLS

|  |                                 |  |                           |
|--|---------------------------------|--|---------------------------|
|  | ACCESS GRATE                    |  | SATELLITE DISH            |
|  | AIR CONDITION UNIT              |  | SIGN TRAFFIC              |
|  | ANTENNA                         |  | SIGNAL CONTROL CABINET    |
|  | AUTO SPRINKLER CONNECTION       |  | SOIL BORING               |
|  | BARRICADE PERMANENT             |  | SIREN                     |
|  | BASKETBALL POST                 |  | TELEPHONE BOOTH           |
|  | BENCH                           |  | TILE INLET                |
|  | BIRD FEEDER                     |  | TILE OUTLET               |
|  | BOLLARD                         |  | TILE RISER                |
|  | BUSH                            |  | TRANSFORMER-ELECTRIC      |
|  | CATCH BASIN RECTANGULAR CASTING |  | TREE-CONIFEROUS           |
|  | CATCH BASIN CIRCULAR CASTING    |  | TREE-DEAD                 |
|  | CURB STOP                       |  | TREE-DECIDUOUS            |
|  | CLEAN OUT                       |  | TREE STUMP                |
|  | CULVERT END                     |  | TRAFFIC ARM BARRIER       |
|  | DRINKING FOUNTAIN               |  | TRAFFIC SIGNAL            |
|  | DOWN SPOUT                      |  | TRASH CAN                 |
|  | FILL PIPE                       |  | UTILITY MARKER            |
|  | FIRE HYDRANT                    |  | VALVE                     |
|  | FLAG POLE                       |  | VALVE POST INDICATOR      |
|  | FLARED END / APRON              |  | VALVE VAULT               |
|  | FUEL PUMP                       |  | VAULT                     |
|  | GRILL                           |  | VENT PIPE                 |
|  | GUY WIRE ANCHOR                 |  | WATER SPIGOT              |
|  | HANDHOLE                        |  | WELL                      |
|  | HANDICAP SPACE                  |  | WETLAND DELINEATED MARKER |
|  | IRRIGATION SPRINKLER HEAD       |  | WETLAND                   |
|  | IRRIGATION VALVE BOX            |  | WET WELL                  |
|  | LIFT STATION CONTROL PANEL      |  | YARD HYDRANT              |
|  | LIFT STATION                    |  |                           |
|  | LIGHT POLE                      |  |                           |
|  | MAILBOX                         |  |                           |
|  | MANHOLE-COMMUNICATION           |  |                           |
|  | MANHOLE-ELECTRIC                |  |                           |
|  | MANHOLE-GAS                     |  |                           |
|  | MANHOLE-HEAT                    |  |                           |
|  | MANHOLE-SANITARY SEWER          |  |                           |
|  | MANHOLE-STORM SEWER             |  |                           |
|  | MANHOLE-UTILITY                 |  |                           |
|  | MANHOLE-WATER                   |  |                           |
|  | METER                           |  |                           |
|  | ORDER MICROPHONE                |  |                           |
|  | PARKING METER                   |  |                           |
|  | PAVEMENT MARKING                |  |                           |
|  | PEDESTAL-COMMUNICATION          |  |                           |
|  | PEDESTAL-ELECTRIC               |  |                           |
|  | PEDESTRIAN PUSH BUTTON          |  |                           |
|  | PICNIC TABLE                    |  |                           |
|  | POLE-UTILITY                    |  |                           |
|  | POST                            |  |                           |
|  | RAILROAD SIGNAL POLE            |  |                           |
|  | REGULATION STATION GAS          |  |                           |

PROPOSED TOPOGRAPHIC SYMBOLS

|  |                                 |
|--|---------------------------------|
|  | CLEANOUT                        |
|  | MANHOLE                         |
|  | LIFT STATION                    |
|  | STORM SEWER CIRCULAR CASTING    |
|  | STORM SEWER RECTANGULAR CASTING |
|  | STORM SEWER FLARED END / APRON  |
|  | STORM SEWER OUTLET STRUCTURE    |
|  | STORM SEWER OVERFLOW STRUCTURE  |
|  | CURB BOX                        |
|  | FIRE HYDRANT                    |
|  | WATER VALVE                     |
|  | WATER REDUCER                   |
|  | WATER BEND                      |
|  | WATER TEE                       |
|  | WATER CROSS                     |
|  | WATER SLEEVE                    |
|  | WATER CAP / PLUG                |
|  | RIP RAP                         |
|  | DRAINAGE FLOW                   |
|  | TRAFFIC SIGNS                   |
|  | LIGHT POLE                      |

SURVEY SYMBOLS

|  |                    |  |                    |
|--|--------------------|--|--------------------|
|  | BENCHMARK LOCATION |  | CAST IRON MONUMENT |
|  | CONTROL POINT      |  | STONE MONUMENT     |
|  | MONUMENT FOUND     |  |                    |

EXISTING TOPOGRAPHIC LINES

|  |                  |
|--|------------------|
|  | RETAINING WALL   |
|  | FENCE            |
|  | FENCE-DECORATIVE |
|  | GUARD RAIL       |
|  | TREE LINE        |
|  | BUSH LINE        |

SURVEY LINES

|  |                        |
|--|------------------------|
|  | CONTROLLED ACCESS      |
|  | BOUNDARY               |
|  | CENTERLINE             |
|  | EXISTING EASEMENT LINE |
|  | PROPOSED EASEMENT LINE |
|  | EXISTING LOT LINE      |
|  | PROPOSED LOT LINE      |
|  | EXISTING RIGHT-OF-WAY  |
|  | PROPOSED RIGHT-OF-WAY  |
|  | SETBACK LINE           |
|  | SECTION LINE           |
|  | QUARTER LINE           |
|  | SIXTEENTH LINE         |
|  | TEMPORARY EASEMENT     |

EXISTING UTILITY LINES

|  |                        |
|--|------------------------|
|  | FORCEMAIN              |
|  | SANITARY SEWER         |
|  | SANITARY SERVICE       |
|  | STORM SEWER            |
|  | STORM SEWER DRAIN TILE |
|  | WATERMAIN              |
|  | WATER SERVICE          |

PROPOSED UTILITY LINES

|  |                                |
|--|--------------------------------|
|  | FORCEMAIN                      |
|  | SANITARY SEWER                 |
|  | SANITARY SERVICE               |
|  | STORM SEWER                    |
|  | STORM SEWER DRAIN TILE         |
|  | WATERMAIN                      |
|  | WATER SERVICE                  |
|  | PIPE CASING                    |
|  | TRENCHLESS PIPE (PLAN VIEW)    |
|  | TRENCHLESS PIPE (PROFILE VIEW) |

GRADING INFORMATION

|  |                                        |
|--|----------------------------------------|
|  | EXISTING CONTOUR MINOR                 |
|  | EXISTING CONTOUR MAJOR                 |
|  | PROPOSED CONTOUR MINOR                 |
|  | PROPOSED CONTOUR MAJOR                 |
|  | PROPOSED GRADING LIMITS / SLOPE LIMITS |
|  | PROJECT LIMITS                         |
|  | PROPOSED SPOT ELEVATION                |
|  | RISE:RUN (SLOPE)                       |

EXISTING PRIVATE UTILITY LINES

NOTE:  
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL - 1-800-252-8989

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THE UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND REVISION OF EXISTING SUBSURFACE UTILITY DATA"

|  |                           |
|--|---------------------------|
|  | UNDERGROUND FIBER OPTIC   |
|  | UNDERGROUND ELECTRIC      |
|  | UNDERGROUND GAS           |
|  | UNDERGROUND COMMUNICATION |
|  | OVERHEAD ELECTRIC         |
|  | OVERHEAD COMMUNICATION    |
|  | OVERHEAD UTILITY          |

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL  
EXAMPLE: UNDERGROUND GAS, QUALITY LEVEL A  
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

ABBREVIATIONS

|         |                          |      |                           |      |                                |
|---------|--------------------------|------|---------------------------|------|--------------------------------|
| A       | ALGEBRAIC DIFFERENCE     | GV   | GATE VALVE                | SAN  | SANITARY SEWER                 |
| ADJ     | ADJUST                   | HDPE | HIGH DENSITY POLYETHYLENE | SCH  | SCHEDULE                       |
| ALT     | ALTERNATE                | HH   | HANDHOLE                  | SERV | SERVICE                        |
| B-B     | BACK TO BACK             | HMA  | HOT MIX ASPHALT           | SHLD | SHOULDER                       |
| BLDG    | BUILDING                 | HP   | HIGH POINT                | STA  | STATION                        |
| BMP     | BEST MANAGEMENT PRACTICE | HWL  | HIGH WATER LEVEL          | STD  | STANDARD                       |
| BR      | BEGIN RADIUS             | HYD  | HYDRANT                   | STM  | STORM SEWER                    |
| BV      | BUTTERFLY VALVE          | I    | INVERT                    | TC   | TOP OF CURB                    |
| CB      | CATCH BASIN              | K    | CURVE COEFFICIENT         | TE   | TEMPORARY EASEMENT             |
| C&G     | CURB AND GUTTER          | L    | LENGTH                    | TEMP | TEMPORARY                      |
| CIP     | CAST IRON PIPE           | LO   | LOWEST OPENING            | TNH  | TOP NUT HYDRANT                |
| CIPP    | CURED-IN-PLACE PIPE      | LP   | LOW POINT                 | TP   | TOP OF PIPE                    |
| CL      | CENTER LINE              | LT   | LEFT                      | TYP  | TYPICAL                        |
| CL      | CLASS                    | MH   | MANHOLE                   | VCP  | VITRIFIED CLAY PIPE            |
| CMP     | CORRUGATED METAL PIPE    | MIN  | MINIMUM                   | VERT | VERTICAL                       |
| C.O.    | CHANGE ORDER             | MR   | MID RADIUS                | VPC  | VERTICAL POINT OF CURVE        |
| COMM    | COMMUNICATION            | NIC  | NOT IN CONTRACT           | VPI  | VERTICAL POINT OF INTERSECTION |
| CSP     | CORRUGATED STEEL PIPE    | NMC  | NON-METALLIC CONDUIT      | VPT  | VERTICAL POINT OF TANGENT      |
| CLVT    | CULVERT                  | NTS  | NOT TO SCALE              | WM   | WATERMAIN                      |
| DIA     | DIAMETER                 | NWL  | NORMAL WATER LEVEL        | WS   | WATER SERVICE                  |
| DIP     | DUCTILE IRON PIPE        | OHW  | ORDINARY HIGH WATER LEVEL |      |                                |
| DWY     | DRIVEWAY                 | PC   | POINT OF CURVE            |      |                                |
| E       | EXTERNAL CURVE DISTANCE  | PCC  | PORTLAND CEMENT CONCRETE  | AC   | ACRES                          |
| ESMT    | EASEMENT                 | PE   | PERMANENT EASEMENT        | CF   | CUBIC FEET                     |
| ELEC    | ELECTRIC                 | PED  | PEDESTRIAN, PEDESTAL      | CV   | COMPACTED VOLUME               |
| ELEV/EL | ELEVATION                | PERF | PERFORATED PIPE           | CY   | CUBIC YARD                     |
| EOF     | EMERGENCY OVERFLOW       | PERM | PERMANENT                 | EA   | EACH                           |
| ER      | END RADIUS               | PI   | POINT OF INTERSECTION     | EV   | EXCAVATED VOLUME               |
| EX      | EXISTING                 | PL   | PROPERTY LINE             | LB   | POUND                          |
| FES     | FLARED END SECTION       | PRC  | POINT OF REVERSE CURVE    | LF   | LINEAR FEET                    |
| F-F     | FACE TO FACE             | PT   | POINT OF TANGENT          | LS   | LUMP SUM                       |
| FF      | FINISHED FLOOR           | PVC  | POLYVINYL CHLORIDE PIPE   | LV   | LOOSE VOLUME                   |
| F&I     | FURNISH AND INSTALL      | PVMT | PAVEMENT                  | SF   | SQUARE FEET                    |
| FM      | FORCEMAIN                | R    | RADIUS                    | SV   | STOCKPILE VOLUME               |
| FO      | FIBER OPTIC              | RCP  | REINFORCED CONCRETE PIPE  | SY   | SQUARE YARD                    |
| F.O.    | FIELD ORDER              | RET  | RETAINING                 |      |                                |
| GRAN    | GRANULAR                 | R/W  | RIGHT-OF-WAY              |      |                                |
| GRAV    | GRAVEL                   | RSC  | RIGID STEEL CONDUIT       |      |                                |
| GU      | GUTTER                   | RT   | RIGHT                     |      |                                |

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| DESIGNED         | REV | DESCRIPTION        | DATE      |
|------------------|-----|--------------------|-----------|
| JLE              | 0   | CONSTRUCTION PLANS | 5/14/2025 |
| DRAWN            |     |                    |           |
| TJN              |     |                    |           |
| CHECKED          |     |                    |           |
| JLE              |     |                    |           |
| CLIENT PROJ. NO. |     |                    |           |
| 24X.135937.000   |     |                    |           |

WINDSOR HEIGHTS, IOWA

WILSHIRE BLVD STORM SEWER

LEGEND SHEET

SHEET

A.02

NOTE: A LIST OF TYPICAL DETAILS AND FIGURES ARE PROVIDED FOR REFERENCE. IT INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING SUDAS FIGURES.

| Figure No. | Figure Title                                 | Last Revised | Sheets |
|------------|----------------------------------------------|--------------|--------|
| 3010.103   | Flexible Gravity Pipe Trench Bedding         | 4/20/2021    | 1      |
| 3010.104   | Pressure Pipe Trench Bedding                 | 4/20/2021    | 1      |
| 3010.105   | Miscellaneous Pipe Bedding                   | 4/17/2018    | 1      |
| 3010.901   | Sewer Pipe Suport Over Existing Utility Line | 10/21/2014   | 1      |
| 4020.211   | Storm Sewer Pipe Connections                 | 4/17/2018    | 1      |
| 7010.101   | Joints                                       | 4/15/2025    | 8      |
| 7010.102   | PCC Curb Details                             | 4/21/2020    | 2      |
| 7010.103   | Manholes in Boxouts in PCC Pavement          | 4/19/2022    | 1      |
| 7030.101   | Concrete Driveway, Type A                    | 2022 Edition | 1      |
| 7030.204   | General Features of an Accessible Sidewalk   | 10/20/2015   | 1      |
| 7030.205   | General Sidewalk and Curb Ramp Details       | 10/20/2015   | 1      |
| 7030.207   | Curb Ramp for Class B or C Sidewalk          | 10/16/2012   | 1      |
| 7030.21    | Detectable Warning Placement                 | 10/16/2012   | 1      |
| 7040.102   | Full Depth PCC Patches Greater Than 15' Long | 2022 Edition | 1      |
| 8030.116   | Street or Road Closure                       | 10/17/2017   | 1      |
| 8030.119   | Closure of Marked or Unmarked Crosswalk      | 10/17/2017   | 1      |

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| CLIENT PROJ. NO. | 24X.135937.000 |                    |           |

WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER

TYPICAL DETAILS

SHEET

B.01

STANDARD CONSTRUCTION NOTE:

1.

ALL IMPROVEMENTS, EXCEPT FOR WATER MAIN RELATED ITEMS, SHALL BE IN ACCORDANCE WITH THE 2025 EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
2.

ANY DEFECTIVE WORK CONDEMNED BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SUDAS SECTION 1050. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
3.

PRIOR TO MOBILIZING OFF OF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SUDAS SECTION 1050.
4.

THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SUDAS SECTION 1070.
5.

THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH SUDAS SECTION 1070.
6.

LIMITS OF CONSTRUCTION ARE WITHIN THE CITY RIGHT OF WAY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN THE LIMITS OF CONSTRUCTION AND IN ACCORDANCE WITH SUDAS SECTION 1070.
7.

THE CONTRACTOR SHALL UPDATE THE TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH SUDAS SECTION 1070, IF CONSTRUCTION ACTIVITIES DEVIATE FROM STAGING PLAN PROVIDED. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS TO THE CITY OF WINDSOR HEIGHTS PUBLIC SERVICES FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
8.

THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH SUDAS SECTION 1070. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
9.

IN ACCORDANCE WITH SUDAS SECTION 1070, THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION OF ALL ITS WORK FROM DAMAGE AND SHALL PROTECT THE JURISDICTION'S PROPERTY AND ADJACENT PRIVATE PROPERTY FROM INIURY OR LOSS ARISING IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL REPAIR OR RESTORE ANY SUCH DAMAGE, INJURY, OR LOSS TO JURISDICTION PROPERTY OR ADJACENT PROPERTY. THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL . THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
10.

THE CONTRACTOR SHALL PRESERVE OR REPLACE ALL PROPERTY MONUMENTS ON THE PROJECT SITE IN ACCORDANCE WITH IOWA STATE CODE SECTION 355.6A AND SUDAS SECTION 1070.
11.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT ITS EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. UPON FAILURE TO DO SO WITHIN THREE WORKING DAYS AFTER SUCH REQUEST BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THERE OF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ITS FINAL PAYMENT IN ACCORDANCE WITH SUDAS SECTION 1070.
12.

THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED. IF IT APPEARS THE RATE OF PROGRESS IS SUCH THAT THE CONTRACT WILL NOT BE COMPLETED WITHIN THE TIME ALLOWED, OR IF THE WORK IS NOT BEING EXECUTED IN A SATISFACTORY AND WORKMANLIKE MANNER, THE ENGINEER MAY ORDER THE CONTRACTOR TO TAKE SUCH STEPS AS NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THE CONTRACT IN ACCORDANCE WITH SUDAS SECTION 1080.
13.

IF THE PROJECT IS SUBSTANTIALLY COMPLETE AND ONLY CLEANUP AND MINOR WORK ITEMS REMAIN FOR MORE THAN 30 CALENDAR DAYS, THE ENGINEER MAY RESTART CHARGING OF WORKING DAYS OR CHARGE PENALTIES EQUAL TO THE CONTRACT LIQUIDATED DAMAGES UNTIL ALL CORRECTIVE ACTION HAS BEEN COMPLETED IN ACCORDANCE WITH SUDAS SECTION 1080.
14.

CONTRACTOR TO STORE EQUIPMENT WITHIN THE WORK ZONE AND NOT ON THE STREET. EMPLOYEES ARE NOT TO PARK IN AREAS WHERE THEY OCCUPY ON-STREET PARKING FOR RESIDENTS AFFECTED BY CONSTRUCTION.
15.

IN ORDER TO AVOID ANY UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR IS CAUTIONED TO EXERCISE EXTREME CARE WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING OPERATIONS FOR THE PROPOSED PAVEMENT REMOVAL. ADJACENT PAVEMENT THAT IS CHIPPED OR DAMAGED DUE TO SAW OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S COST IN ACCORDANCE WITH THE PROJECT SPECIFICATION DETAILS FOR STREET EXCAVATION AND PAVEMENT REPLACEMENT. ALL SAW CUTS ADJACENT TO EXISTING PAVEMENT AND CURBS SHALL BE FULL DEPTH.
16.

THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NOT TO DAMAGE ADJACENT PAVEMENT, SIDEWALKS, DRIVES, MEDIANS, CURBS, STRUCTURES, AND OTHER AREAS NOT DESIGNATED AS PART OF THE PATCHING WORK AREA. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO AREAS NOT DESIGNATED AS PART OF THE PATCHING WORK AT NO COST TO THE OWNER.

UTILITY COORDINATION NOTES:

1.

CONTRACTOR TO POTHOLE EXISTING UTILITIES A MINIMUM OF 3 WEEKS PRIOR TO COMMENCING WORK TO DETERMINE IF ANY CONFLICTS EXIST. THIS IS CONSIDERED INCIDENTAL TO THE PROJECT. IMMEDIATELY REPORT ANY CONFLICTS TO THE ENGINEER.
2.

THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
3.

ANTICIPATED UTILITY CONFLICTS HAVE BEEN IDENTIFIED AND EACH RESPECTIVE UTILITY OWNER HAS BEEN INFORMED OF THE POTENTIAL CONFLICTS. THE CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT SITE.
4.

IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.
5.

UTILITY CONTACT NUMBERS:

WINDSOR HEIGHTS PUBLIC WORKS  
DES MOINES WATER WORKS  
MID-AMERICAN ENERGY (ELECTRIC)  
MID-AMERICAN ENERGY (GAS)  
MID-AMERICAN ENERGY (ELECTRIC) - EMERGENCY  
MID-AMERICAN ENERGY (GAS) - EMERGENCY  
MEDIACOM  
LUMEN  
METRONET

ANDY LARSON (515-314-5690)  
CARLA SCHUMACHER (515-323-6227)  
TOBY KORNER (515-281-2951)  
TOBY KORNER (515-281-2951)  
1-800-799-4443  
1-800-595-5325  
TIM HAWKINS ( 515-991-3765)  
ASHLIE CLEMENTS (906-284-2821)  
JOSHUA MASSMAN

CSCHUMACHER@DMWW.COM  
TOBIAS.KORNER@MIDAMERICAN.COM  
TOBIAS.KORNER@MIDAMERICAN.COM

THAWKINS1@MEDIACOMMCC.COM  
ASHLIE.CLEMENTS@LUMEN.COM  
JOSHUA.MASSMAN@METRONET.COM

PROJECT SCHEDULE

1.

SUBSTANTIAL COMPLETION: 10/31/2025  
LIQUIDATED DAMAGES: \$500 / CALENDAR DAY
2.

FINAL COMPLETION : 11/28/2025

COMMUNITY EVENTS

- AUGUST 5 - NATIONAL NIGHT OUT
- OCTOBER 3 & 4 - FALL FEST AT COLBY PARK WITH PARADE ROUTE ON 69 STREET.

PROJECT NOTES:

1.

THE CONTRACTOR WILL BE REQUIRED TO LIMIT WORK HOURS ON THE PROJECT FROM 7:00 A.M. TO 9:00 P.M., MONDAY THROUGH FRIDAY, 8 A.M. TO 5 P.M. ON SATURDAY AND NO WORK ON SUNDAYS, UNLESS OTHERWISE DIRECTED OR APPROVED BY THE ENGINEER.
2.

EXISTING SIDEWALKS WITHIN THE PROJECT ARE TO BE PROTECTED AND PEDESTRIAN ACCESS TO ALL ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
3.

CONTRACTOR SHALL STAGE WORK IN A MANNER TO MINIMIZE IMPACT TO RESIDENTS.
4.

CONTRACTOR SHALL MAINTAIN ALL LOCAL ACCESS. ANY FULL OR PARTIAL DRIVEWAY REMOVALS SHALL BE COORDINATED WITH THE PROPERTY OWNER.
5.

WATER MAIN SHALL EXTEND PAST THE PAVING LIMITS AT STAGE LINES TO ENSURE NO NEW PAVEMENT IS REMOVED.
6.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION STAKING IN ACCORDANCE WITH SECTION 11,010 OF THE STANDARD SPECIFICATIONS AND SHALL COMPLY WITH IOWA CODE 355 AND IOWA ADMINISTRATIVE CODE SECTION 193C FOR THE REPLACEMENT OF ALL DISTURBED MONUMENTS WITHIN THE PROJECT AREA.
7.

CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
8.

THE CONTRACTOR SHALL LIMIT THEIR ACCESS TO THE PROJECT SITE.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

1.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING DISTURBED AREAS WITHIN THE PROJECT UNTIL STABILIZED. IF UNDESIRABLE VEGETATION IS ESTABLISHED BEFORE THE AREA IS SEEDED/SODDED OR STABILIZED, IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE ALL UNWANTED VEGETATION. FAILURE TO PROVIDE MAINTENANCE WITHIN THREE WORKING DAYS AFTER REQUESTED BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THEREOF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THEIR FINAL PAYMENT.
2.

CONTACTOR SHALL MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY
3.

STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. IN DROUGHT-STRICKEN AREAS AND AREAS THAT HAVE RECENTLY RECEIVED SUCH HIGH AMOUNTS OF RAIN THAT SEEDING WITH FIELD EQUIPMENT IS IMPOSSIBLE AND INITIATING VEGETATIVE STABILIZATION IMMEDIATELY IS INFEASIBLE, ALTERNATIVE STABILIZATION MEASURES MUST BE EMPLOYED AS SPECIFIED BY THE DEPARTMENT. IN LIMITED CIRCUMSTANCES, STABILIZATION MAY NOT BE REQUIRED IF THE INTENDED FUNCTION OF A SPECIFIC AREA OF THE SITE NECESSITATES THAT IT REMAIN DISTURBED.
4.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE;
5.

MINIMIZE THE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS PRESENT ON THE SITE TO PRECIPITATION AND STORM WATER. MINIMIZATION OF EXPOSURE IS NOT REQUIRED IN CASES WHERE THE EXPOSURE TO PRECIPITATION AND TO STORM WATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS, OR WHERE EXPOSURE OF A SPECIFIC MATERIAL OR PRODUCT POSES LITTLE RISK OF STORM WATER CONTAMINATION (SUCH AS FINAL PRODUCTS AND MATERIALS INTENDED FOR OUTDOOR USE)
6.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM SPILLS AND LEAKS AND IMPLEMENT CHEMICAL SPILL AND LEAK PREVENTION AND RESPONSE PROCEDURES.
7.

CONCRETE WASHOUTS SHALL BE PROVIDED ON SITE.
8.

QUALIFIED PERSONNEL SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION AT LEAST ONCE EVERY SEVEN CALENDAR DAYS. UNLESS EROSION IS EVIDENT OR OTHER CONDITIONS WARRANT THEM, REGULAR INSPECTIONS ARE NOT REQUIRED ON AREAS THAT HAVE BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION.
9.

DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM.
10.

EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.
11.

BASED ON THE RESULTS OF THE INSPECTION, POLLUTION PREVENTION MEASURES IDENTIFIED IN THE PLANS SHALL BE REVISED AT THE CONSTRUCTION SITE AS APPROPRIATE AS SOON AS PRACTICABLE AFTER THE INSPECTION AND TO THE PLAN AS SOON AS PRACTICABLE AFTER THE INSPECTION BUT IN NO CASE MORE THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION. IF THE PERMITTEE DETERMINES THAT MAKING THESE CHANGES AT THE CONSTRUCTION SITE OR TO THE PLAN LESS THAN 72 HOURS AFTER THE INSPECTION IS IMPRACTICABLE, THE PERMITTEE SHALL DOCUMENT IN THE PLAN WHY IT IS IMPRACTICABLE AND INDICATE AN ESTIMATED DATE BY WHICH THE CHANGES WILL BE MADE.
12.

A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS AFTER FINAL STABILIZATION HAS BEEN ACHIEVED AND A NOTICE OF DISCONTINUATION HAS BEEN SUBMITTED TO THE DEPARTMENT.

TRAFFIC CONTROL NOTES:

1.

TRAFFIC CONTROL LAYOUTS SHOWN ON THESE PLANS ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
2.

THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS, IF APPLICABLE, TO THE ENGINEER FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
3.

IF NECESSARY, STREETS WILL BE CLOSED IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL PLANS MUST BE REVIEWED AND APPROVED BY ENGINEER.
4.

ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, REMOVED BY THE CONTRACTOR AND IN ACCORDANCE TO MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.
5.

PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
6.

THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER
7.

ORANGE SAFETY FENCE SHALL BE PLACED ENTIRELY ACROSS THE TRAVELED PORTION OF THE ROADWAY AT ALL LOCATIONS WHERE TYPE III BARRICADES WITH "ROAD CLOSED" SIGNS ARE USED.
8.

SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
9.

ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
10.

AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.
11.

THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WRITTEN AGREEMENT WITH THE PROPERTY OWNER.
12.

AT EACH SIDEWALK CLOSURE LOCATION PLACE TYPE II BARRICADES WITH "SIDEWALK CLOSED" SIGNS AT EACH CLOSURE END AND PLACE "SIDEWALK CLOSED AHEAD" SIGNS ALONG THE SIDEWALK AT NEAREST STREET INTERSECTIONS ON EACH SIDE OF THE CLOSURE LOCATION IN ACCORDANCE WITH THE MUTCD.



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| JLE              | 0   | CONSTRUCTION PLANS | 5/14/2025 |
| DRAWN            |     |                    |           |
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| CHECKED          |     |                    |           |
| JLE              |     |                    |           |
| CLIENT PROJ. NO: |     |                    |           |
| 24X.135937.000   |     |                    |           |

WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER

GENERAL NOTES

SHEET

C.01

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| ESTIMATED PROJECT QUANTITIES - BASE BID |            |                                      |      |          |               |
|-----------------------------------------|------------|--------------------------------------|------|----------|---------------|
| ITEM NO.                                | ITEM CODE  | ITEM                                 | UNIT | QUANTITY | AS-BUILT QTY. |
| 1                                       | 2010-D-1   | TOPSOIL, ON-SITE                     | CY   | 15       |               |
| 2                                       | 4020-A-1   | STORM SEWER, TRENCHED, 24 INCH       | LF   | 73       |               |
| 3                                       | 4020-D     | REMOVAL OF STORM SEWER, RCP, 15 INCH | LF   | 46       |               |
| 4                                       | 4040-999-A | SUBDRAIN POP UP OUTLET               | EA   | 2        |               |
| 5                                       | 6010-999-X | INTAKE, NYLOPLAST 30 INCH            | EA   | 2        |               |
| 6                                       | 6010-E     | MANHOLE ADJUSTMENT, MINOR            | EA   | 1        |               |
| 7                                       | 6010-G     | CONNECTION TO EXISTING MANHOLE       | EA   | 1        |               |
| 8                                       | 6010-H     | REMOVE INTAKE                        | EA   | 2        |               |
| 9                                       | 7030-A-1   | REMOVAL OF SIDEWALK                  | SY   | 20       |               |
| 10                                      | 7030-A-3   | REMOVAL OF DRIVEWAY                  | SY   | 37       |               |
| 11                                      | 7030-E     | SIDEWALK, PCC, 4 INCH                | SY   | 20       |               |
| 12                                      | 7030-E     | SIDEWALK, PCC, 6 INCH                | SY   | 7        |               |
| 13                                      | 7030-G     | DETECTABLE WARNING                   | SF   | 10       |               |
| 14                                      | 7030-H-1   | DRIVEWAY, PAVED, PCC, 6 INCH         | SY   | 37       |               |
| 15                                      | 7040-A     | FULL DEPTH PATCHES, PCC, 7 INCH      | SY   | 170      |               |
| 16                                      | 8030-A     | TEMPORARY TRAFFIC CONTROL            | LS   | 1        |               |
| 17                                      | 9020-A     | SOD                                  | SQ   | 10       |               |
| 18                                      | 11020-A    | MOBILIZATION                         | LS   | 1        |               |

| ESTIMATE REFERENCE INFORMATION |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEM NO.                       | ITEM CODE  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1                              | 2010-D-1   | TOPSOIL, ON-SITE<br>TOPSOIL WITHIN THE GRADING LIMITS OF THE PROJECT SHALL BE STRIPPED, SALVAGED, AND RESPREAD AT A MINIMUM DEPTH OF 6". ITEM INCLUDES HAULING OFF-SITE TO STORE AND HAULING BACK IN IF NEEDED. SALVAGED TOPSOIL SHALL REMAIN WITHIN THE RIGHT-OF-WAY UNLESS AGREEMENTS MADE WITH THE PROPERTY OWNER. CONTRACTOR TO PAY FOR RESTORATION COST IF LOCATED OUTSIDE OF THE RIGHT OF WAY. MEASUREMENT WILL NOT BE MADE AND QUANTITY PAID WILL BE ON A PERCENT OF ITEM COMPLETE.                                                                                                                                                                                               |
| 2                              | 4020-A-1   | STORM SEWER, TRENCHED, 24 INCH<br>STORM PIPE SHALL BE POLYPROPYLENE. VIDEO INSPECTION TO OCCUR PRIOR TO PAVING PER SUDAS 4060. POLYPROPYLENE STORM SEWER PIPE SHALL MEET SUDAS STANDARD SPECIFICATIONS, SECTION 4020, 2.01 - L AND SHALL BE INSALLED IN ACCORDANCE WITH SUDAS FOLLOWING FIGURE 3010.103 (SW-103). PIPE SHALL BE COMPATIBLE WITH NYLOPLAST INTAKE.                                                                                                                                                                                                                                                                                                                        |
| 3                              | 4020-D     | REMOVAL OF STORM SEWER, RCP, 15 INCH<br>PLUGGING EXISITNG PIPE AT THE LIMITS OF REMOVAL SHALL BE INCIDENTAL TO THIS ITEM.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 4                              | 4040-999-A | SUBDRAIN POP UP OUTLET<br>THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIAL TO INSTALL 4" POP UP DRAINAGE EMITTER AS SHOWN ON THE M SHEETS. REMOVING, MODIFYING, OR REPLACING 4" SUBDRAIN AS NECCESARY TO INSTALL SHALL BE INCIDENTAL. ANY RISER PIPE REQUIRED TO REACH GRADE SHALL BE INCIDENTAL TO THIS ITEM. ANY FITTINGS OR BENDS SHALL BE INCIDENTAL TO THIS ITEM.                                                                                                                                                                                                                                                                                                         |
| 5                              | 6010-999-X | INTAKE, NYLOPLAST 30 INCH<br>THE DRAIN BASINS REQUIRED FOR THIS CONTRACT SHALL BE MANUFACTURED BY NYLOPLAST, A DIVISION OF ADVANCED DRAINAGE SYSTEMS, INC. ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL THE DRAIN BASIN (INTAKE) SHALL BE INCIDENTAL TO THIS ITEM. EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, COMPACTION, BASE, STRUCTURAL CONCRETE, REINFORCING STEEL, CASTINGS, AND ADJUSTMENT RINGS SHALL BE INCIDENTAL TO THIS ITEM. GRATES USED SHALL BE DOUBLE WIDE 2'X3' MODEL 3099CGR GRATES. GRATE SHALL MEET H-20 LOAD RATING. BASIN SIZE SHALL BE SIZED TO HOUSE 24" PIPE, INLCUDING 1 STUB AND CAP AS SHOWN IN THE M SHEETS. |
| 6                              | 6010-E     | MANHOLE ADJUSTMENT, MINOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 7                              | 6010-G     | CONNECTION TO EXISTING MANHOLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8                              | 6010-H     | REMOVE INTAKE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 9                              | 7030-A-1   | REMOVAL OF SIDEWALK<br>ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED REGARDLESS OF THICKNESS.                                                                                                                                                                                                                                        |
| 10                             | 7030-A-3   | REMOVAL OF DRIVEWAY<br>ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED REGARDLESS OF THICKNESS.                                                                                                                                                                                                                                        |
| 11                             | 7030-E     | SIDEWALK, PCC, 4 INCH<br>CONCRETE WILL BE C OR M MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. COMPACTION OF SUBGRADE IS INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER. NO EXTRA PAYMENT FOR COLD WEATHER PAVING.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 12                             | 7030-E     | SIDEWALK, PCC, 6 INCH<br>UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, MINOR GRADE ADJUSTMENTS AT DRIVEWAYS AND OTHER INTERSECTIONS, SUBGRADE PREPARATION, FORMWORK, ADDITIONAL THICKNESS AT THICKENED EDGES, JOINTING, SAMPLING, SLOPE AND SMOOTHNESS TESTING AND CORRECTION, AND TESTING. CONCRETE WILL BE C OR M MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. COMPACTION OF SUBGRADE IS INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER.                                                                                                                                                                               |

|    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 | 7030-G   | DETECTABLE WARNING<br>DETECTABLE WARNINGS SHALL MEET CURRENT PROWAG STANDARDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 14 | 7030-H-1 | DRIVEWAY, PAVED, PCC, 6 INCH<br>CONCRETE WILL BE C OR M MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. COMPACTION OF SUBGRADE IS INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER. NO EXTRA PAYMENT FOR COLD WEATHER PAVING.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 15 | 7040-A   | FULL DEPTH PATCHES, PCC, 7 INCH<br>UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, REMOVAL OF EXISTING PAVEMENT REGARDLESS OF THICKNESS, REMOVAL OF ANY REINFORCING, FINAL TRIMMING OF SUBGRADE OR SUBBASE, INTEGRAL CURB, BARS AND REINFORCEMENT, JOINTS AND SEALING, SURFACE CURING AND PAVEMENT PROTECTION, SAFETY FENCING, CONCRETE FOR RIGID HEADERS, BOXOUTS FOR FIXTURES. NO EXTRA PAYMENT FOR COLD WEATHER PAVING. CONCRETE WILL BE C OR M MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED.                                                                                                                                                                       |
| 16 | 8030-A   | TEMPORARY TRAFFIC CONTROL<br>LUMP SUM PRICE INCLUDES, BUT IS NOT LIMITED TO, INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; TOTAL ROADWAY CLOSURES WITH INSTALLATION AND REMOVAL OF DETOUR SIGNING AS SHOWN IN THE CONTRACT DOCUMENTS; REMOVAL AND REINSTALLATION OR COVERING OF PERMANENT TRAFFIC CONTROL DEVICES THAT CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL PLAN; MONITORING AND DOCUMENTING TRAFFIC CONTROL CONDITIONS; AND FLAGGERS. WHEN REQUIRED IN THE CONTRACT DOCUMENTS, THE FOLLOWING ARE ALSO INCLUDED IN TRAFFIC CONTROL UNLESS A SEPARATE BID ITEM IS PROVIDED: PORTABLE DYNAMIC MESSAGE SIGNS, TEMPORARY BARRIER RAIL, TEMPORARY FLOOD LIGHTING, AND PILOT CARS. |
| 17 | 9020-A   | SOD<br>SOD ALL AREAS DISTURBED BY CONSTRUCTION UNLESS INDICATED ON PLANS. COST FOR WATERING SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, AND REWORK, INCLUDING REGRADING AND ADJUSTING GRADING, ARE CONSIDERED INCIDENTAL TO THIS ITEM. CONTRACTOR RESPONSIBLE FOR PROTECTING ALL SODDED AREAS THRU ESTABLISHMENT AND ACCEPTANCE. CONTRACTOR RESPONSIBLE FOR MOWING AND MAINTAINING SODDED AREAS UNTIL PROJECT IS ACCEPTED BY OWNER. SODDING OF AREAS OUTSIDE OF CONSTRUCTION LIMITS SHALL BE RESPONSIBILITY OF CONTRACTOR AT NO ADDITIONAL COST TO OWNER.                                                                                                                   |
| 18 | 11020-A  | MOBILIZATION<br>THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN THE CONTRACT PRICE WILL BE MADE FOR ANY CHANGE IN STAGING OR COMBINATION THEREOF.                                                                                                                                                                                                                                                                                                                                                     |



**BOLTON  
& MENK**

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DES MOINES, IA 50309  
Phone: (515) 259-9190  
Email: DesMoines@bolton-menk.com  
www.bolton-menk.com

| DESIGNED         | REV | DESCRIPTION        | DATE      |
|------------------|-----|--------------------|-----------|
| JLE              | 0   | CONSTRUCTION PLANS | 5/14/2025 |
| DRAWN            |     |                    |           |
| TJN              |     |                    |           |
| CHECKED          |     |                    |           |
| JLE              |     |                    |           |
| CLIENT PROJ. NO. |     |                    |           |
| 24X.135937.000   |     |                    |           |

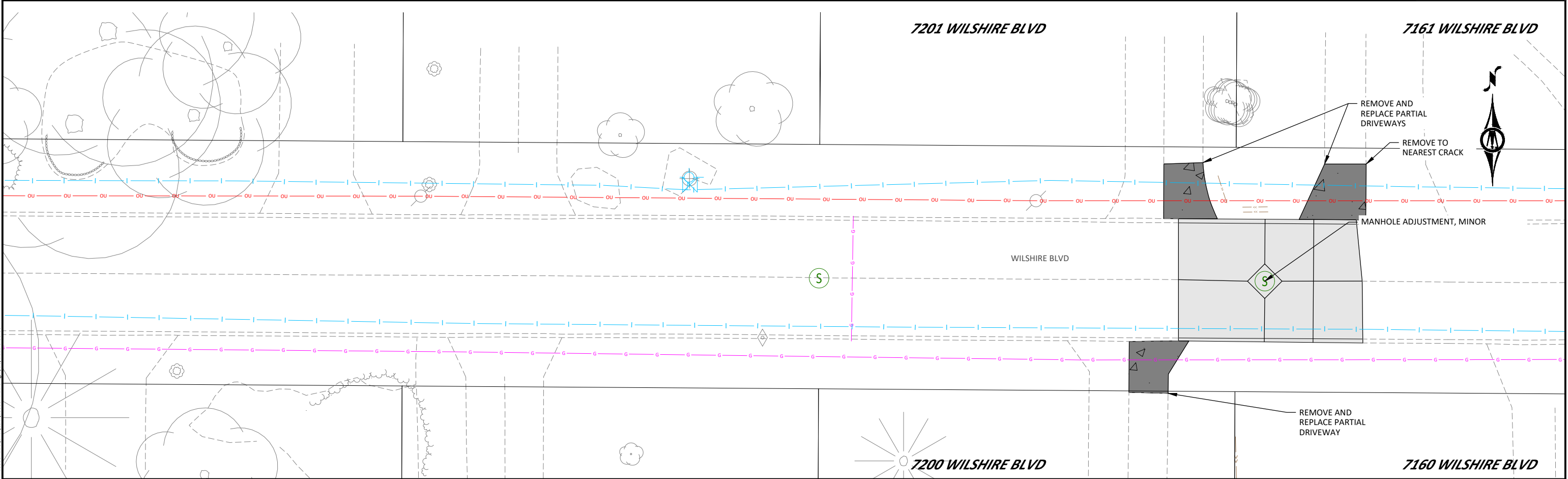
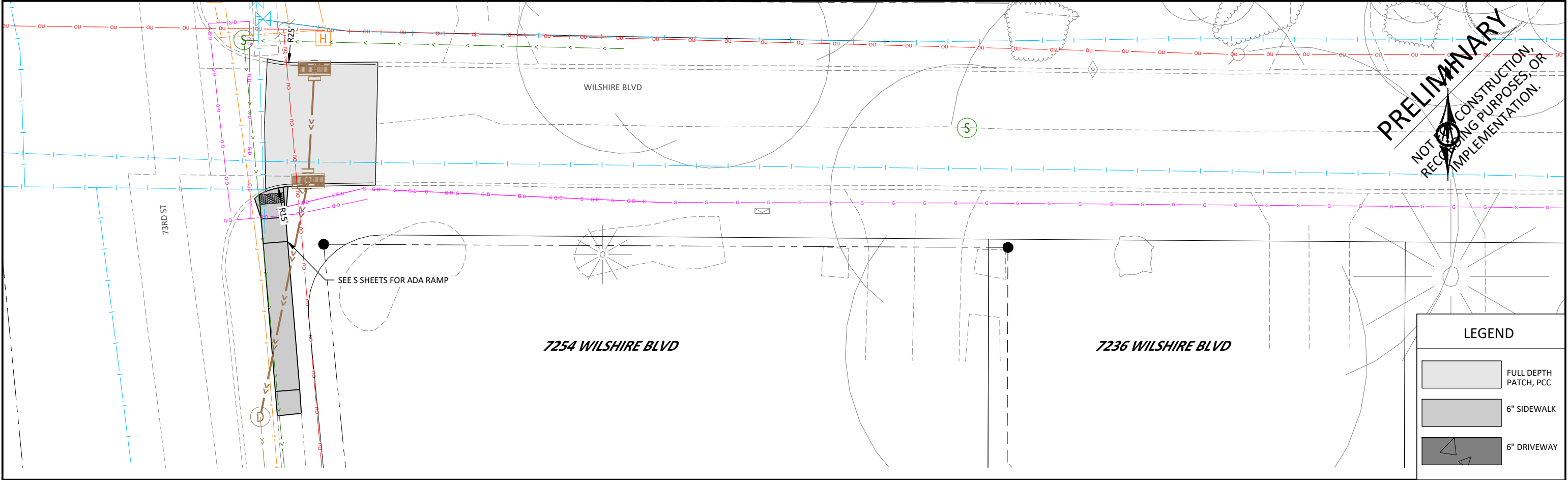
WINDSOR HEIGHTS, IOWA

WILSHIRE BLVD STORM SEWER

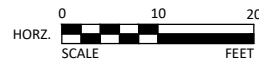
QUANTITIES - BASE BID

SHEET

C.02



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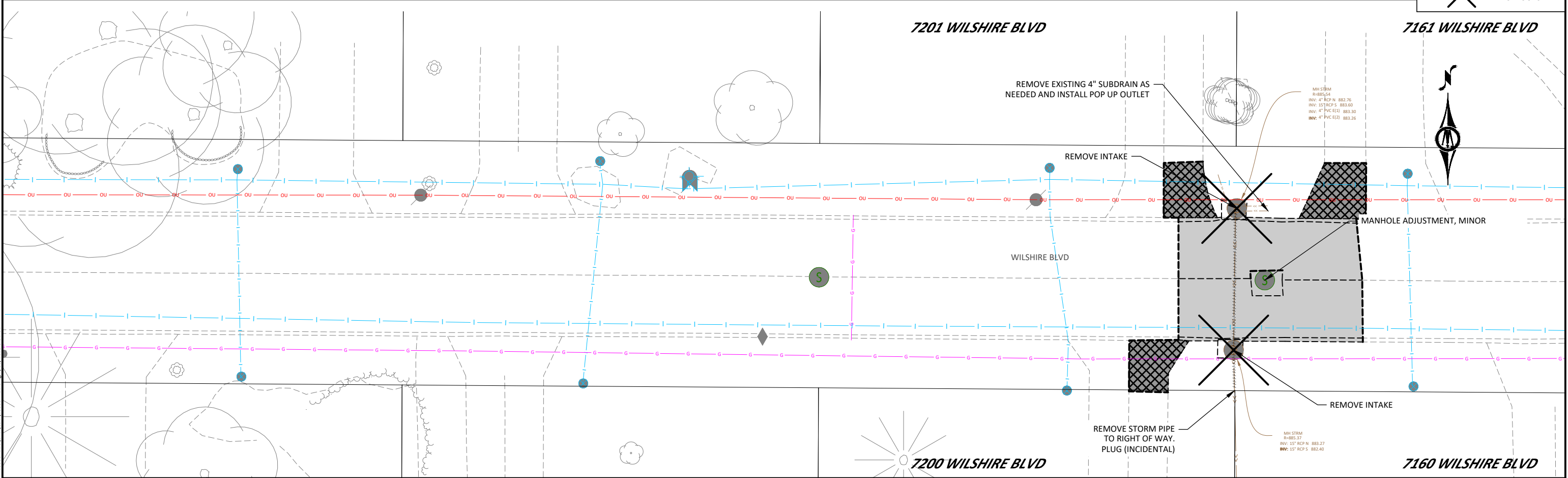
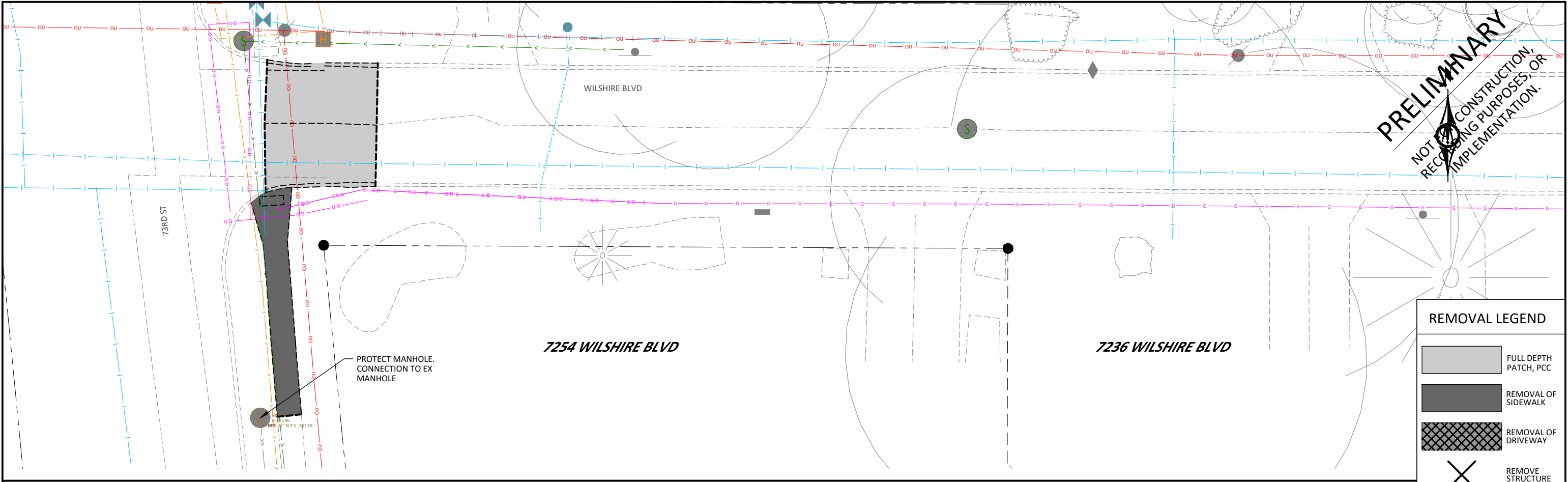
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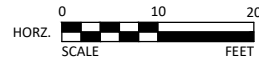
WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER  
PLAN - WILSHIRE BLVD

SHEET  
D.01





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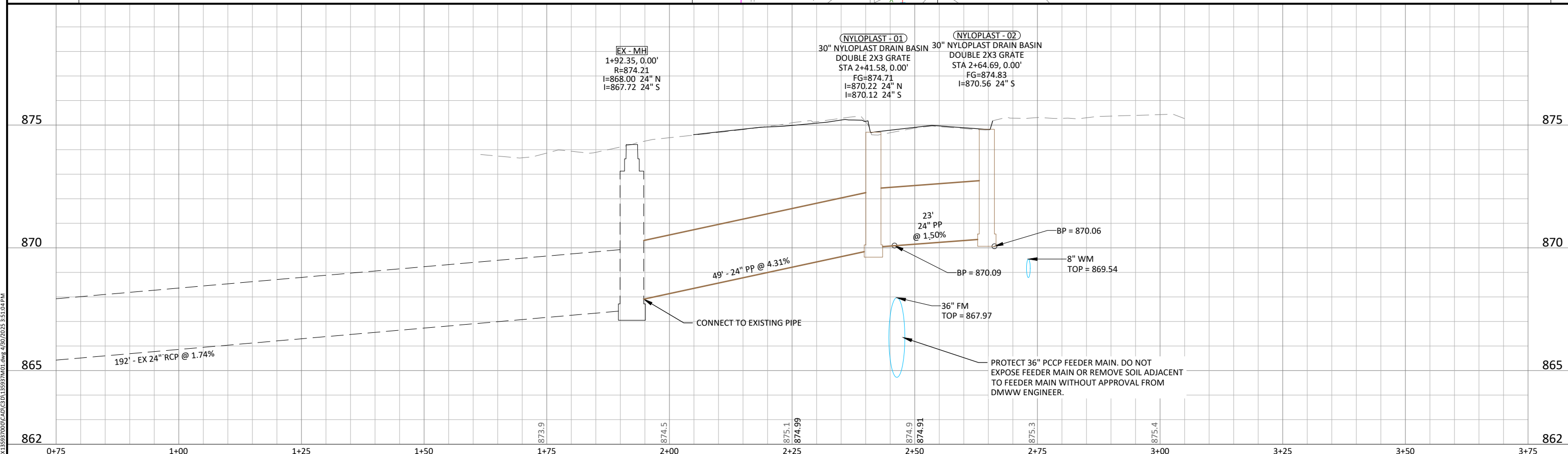
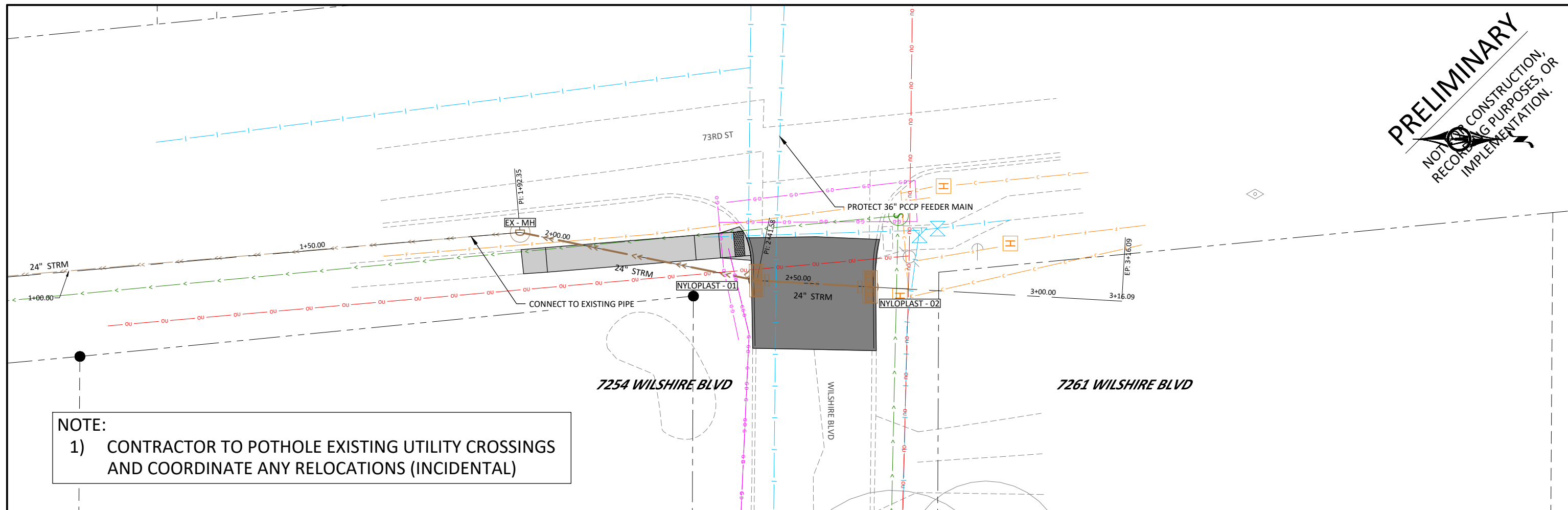
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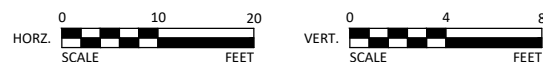
WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER  
REMOVALS

SHEET  
F.01

**PRELIMINARY**  
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RECORDING PURPOSES, OR  
IMPLEMENTATION.



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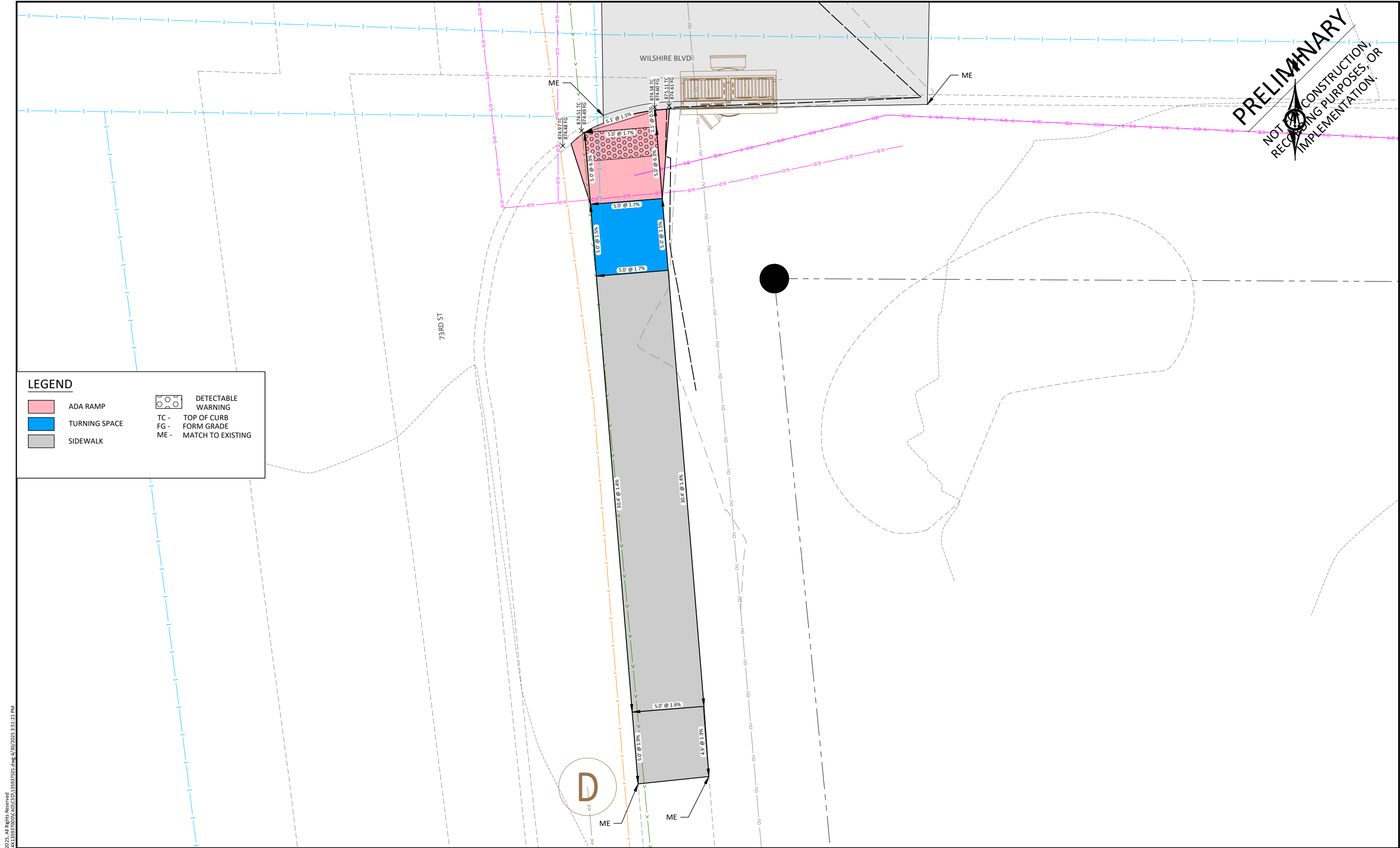
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| CLIENT PROJ. NO. |     |                    |           |
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WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER  
STORM SEWER PLAN & PROFILE - WILSHIRE BLVD

SHEET  
M.01





**PRELIMINARY**  
NOT FOR CONSTRUCTION,  
RECORDING PURPOSES, OR  
IMPLEMENTATION.

**LEGEND**

ADA RAMP

TURNING SPACE

SIDEWALK

DETECTABLE WARNING

TC -

TOP OF CURB

FG -

FORM GRADE

ME -

MATCH TO EXISTING

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WINDSOR HTS, IA 24X.135937.000 (24X.135937501.dwg, 4/30/2025 3:51:21 PM)





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|                           |               |
|---------------------------|---------------|
| WINDSOR HEIGHTS, IOWA     | SHEET<br>S.01 |
| WILSHIRE BLVD STORM SEWER |               |
| ADA COMPLIANCE            |               |

# Wilshire Blvd Storm Sewer Project Schedule

5/15/2025



## Design Timeline

- ☐ Preliminary Design (60% Design) (April, 2025)
- ☐ Final Design (April, 2025)
- ☐ Final Design Package (May, 2025)



## Bidding Timeline

- ☐ Bid Package to City (May 15, 2025)
  - Signed Project Manual and Plans assembled by Bolton & Menk
  - Notice to Bidders assembled by Bolton & Menk
  - Public Hearing Notice assembled by Bolton & Menk
  - Resolution setting Public Hearing by City staff
- ☐ Council Meeting (May 19, 2025)
  - Set Public Hearing date and time
- ☐ Notice to Bidders (May 20, 2025)
  - Published at least once, not less than 13 or more than 45 days, before date for filing bids
    - Bolton & Menk to advertise on QuestCDN, Master Builders & Iowa League of Cities
    - City to advertise on City website
    - City to advertise in local newspaper/publication (if required by City)
- ☐ Notice of Public Hearing (Week(s) of June 2, 2025)
  - City to publish Notice at least once, not less than 4 or more than 20 days, prior to Public Hearing
- ☐ Bid Opening (June 10, 2025 @ 10:00 am in City Hall)
- ☐ Bid Award Recommendation to City (June 12, 2025)
  - Bolton & Menk to provide Letter of Recommendation to City
  - Bolton & Menk to provide Bid Tabulation to City
  - Bolton & Menk to return all bids including bonds to City

- City to return the checks or bidder's bonds of unsuccessful bidders to the bidders as soon as the successful bidder is determined or within 30 days, whichever is sooner.

☐ **Council Meeting (June 16, 2025)**

- Public Hearing for project
- Council adopts resolution approving plans, specifications, proposed form of contract and estimated total cost for the project.

☐ **Contracts Executed (June, 2025)**

- Bolton & Menk routes to Contractor
- Contractor signs and returns to Bolton & Menk with attachments
- Bolton & Menk to review and routes to City for signatures
- City obtains signatures and routes copies to Contractor and Bolton & Menk



## **Construction Timeline**

- ☐ **Preconstruction Meeting (June, 2025)**
- ☐ **Estimated Construction Begins (July, 2025)**
- ☐ **Construction Substantially Complete (October 31, 2025)**

# CITY OF WINDSOR HEIGHTS, IOWA

## CONSTRUCTION PLANS FOR

# WILSHIRE BLVD STORM

# SEWER

WINDSOR HEIGHTS, IA  
MAY 2025

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS".

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW, NOTIFY IOWA ONE CALL 1-800-292-8989



**IOWA ONE CALL**  
1-800-292-8989  
www.iowaonecall.com

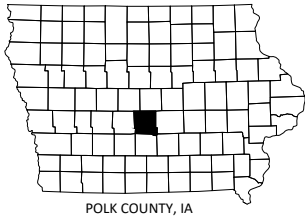


**811**  
IOWA  
MISSISSIPPI  
KANSAS  
OKLAHOMA  
NEBRASKA  
MINNESOTA  
WISCONSIN  
ILLINOIS  
INDIANA  
OHIO  
PENNSYLVANIA  
DELAWARE  
MARYLAND  
VIRGINIA  
NORTH CAROLINA  
SOUTH CAROLINA  
LOUISIANA  
MISSISSIPPI  
ALABAMA  
GEORGIA  
FLORIDA  
ARIZONA  
NEW MEXICO  
UTAH  
NEVADA  
CALIFORNIA  
OREGON  
WASHINGTON  
IDaho  
MONTANA  
WYOMING  
COLORADO  
UTAH  
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MONTANA  
WYOMING  
COLORADO

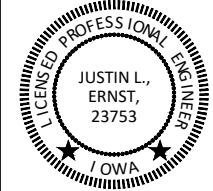
PROJECT LOCATION



MAP OF THE  
CITY OF WINDSOR HEIGHTS  
POLK COUNTY, IA



| SHEET INDEX |                                         |          |              |
|-------------|-----------------------------------------|----------|--------------|
| NUMBER      | DESCRIPTION                             | REVISION | DATE REVISED |
| A.01        | TITLE SHEET                             | 0        | 5/14/2025    |
| A.02        | LEGEND SHEET                            | 0        | 5/14/2025    |
| B.01        | TYPICAL DETAILS                         | 0        | 5/14/2025    |
| C.01        | GENERAL NOTES                           | 0        | 5/14/2025    |
| C.02        | QUANTITIES AND ESTIMATE REFERENCE NOTES | 0        | 5/14/2025    |
| D.01        | WILSHIRE BLVD                           | 0        | 5/14/2025    |
| F.01        | REMOVALS                                | 0        | 5/14/2025    |
| M.01        | PLAN AND PROFILE - WILSHIRE             | 0        | 5/14/2025    |
| S.01        | ADA RAMP                                | 0        | 5/14/2025    |



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

*Justin L. Ernst*  
JUSTIN L. ERNST, P.E.

LICENSE NUMBER: 23753      DATE: 5/14/2025

MY LICENSE RENEWAL DATE IS December 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEET



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DES MOINES, IA 50309  
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www.bolton-menk.com

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| DRAWN            |     |                    |           |
| TJN              |     |                    |           |
| CHECKED          |     |                    |           |
| JLE              |     |                    |           |
| CLIENT PROJ. NO. |     |                    |           |
| 24X.135937.000   |     |                    |           |

WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER  
TITLE SHEET

SHEET  
A.01

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EXISTING TOPOGRAPHIC SYMBOLS

|                                                                                     |                                 |                                                                                     |                           |
|-------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------|---------------------------|
|    | ACCESS GRATE                    |    | SATELLITE DISH            |
|    | AIR CONDITION UNIT              |    | SIGN TRAFFIC              |
|    | ANTENNA                         |    | SIGNAL CONTROL CABINET    |
|    | AUTO SPRINKLER CONNECTION       |    | SOIL BORING               |
|    | BARRICADE PERMANENT             |    | SIREN                     |
|    | BASKETBALL POST                 |    | TELEPHONE BOOTH           |
|    | BENCH                           |    | TILE INLET                |
|    | BIRD FEEDER                     |    | TILE OUTLET               |
|    | BOLLARD                         |    | TILE RISER                |
|    | BUSH                            |    | TRANSFORMER-ELECTRIC      |
|    | CATCH BASIN RECTANGULAR CASTING |    | TREE-CONIFEROUS           |
|    | CATCH BASIN CIRCULAR CASTING    |    | TREE-DEAD                 |
|    | CURB STOP                       |    | TREE-DECIDUOUS            |
|    | CLEAN OUT                       |    | TREE STUMP                |
|    | CULVERT END                     |    | TRAFFIC ARM BARRIER       |
|    | DRINKING FOUNTAIN               |    | TRAFFIC SIGNAL            |
|    | DOWN SPOUT                      |    | TRASH CAN                 |
|    | FILL PIPE                       |    | UTILITY MARKER            |
|    | FIRE HYDRANT                    |    | VALVE                     |
|    | FLAG POLE                       |    | VALVE POST INDICATOR      |
|    | FLARED END / APRON              |    | VALVE VAULT               |
|    | FUEL PUMP                       |    | VAULT                     |
|    | GRILL                           |    | VENT PIPE                 |
|    | GUY WIRE ANCHOR                 |    | WATER SPIGOT              |
|   | HANDHOLE                        |   | WELL                      |
|  | HANDICAP SPACE                  |  | WETLAND DELINEATED MARKER |
|  | IRRIGATION SPRINKLER HEAD       |  | WETLAND                   |
|  | IRRIGATION VALVE BOX            |  | WET WELL                  |
|  | LIFT STATION CONTROL PANEL      |  | YARD HYDRANT              |
|  | LIFT STATION                    |                                                                                     |                           |
|  | LIGHT POLE                      |                                                                                     |                           |
|  | MAILBOX                         |                                                                                     |                           |
|  | MANHOLE-COMMUNICATION           |                                                                                     |                           |
|  | MANHOLE-ELECTRIC                |                                                                                     |                           |
|  | MANHOLE-GAS                     |                                                                                     |                           |
|  | MANHOLE-HEAT                    |                                                                                     |                           |
|  | MANHOLE-SANITARY SEWER          |                                                                                     |                           |
|  | MANHOLE-STORM SEWER             |                                                                                     |                           |
|  | MANHOLE-UTILITY                 |                                                                                     |                           |
|  | MANHOLE-WATER                   |                                                                                     |                           |
|  | METER                           |                                                                                     |                           |
|  | ORDER MICROPHONE                |                                                                                     |                           |
|  | PARKING METER                   |                                                                                     |                           |
|  | PAVEMENT MARKING                |                                                                                     |                           |
|  | PEDESTAL-COMMUNICATION          |                                                                                     |                           |
|  | PEDESTAL-ELECTRIC               |                                                                                     |                           |
|  | PEDESTRIAN PUSH BUTTON          |                                                                                     |                           |
|  | PICNIC TABLE                    |                                                                                     |                           |
|  | POLE-UTILITY                    |                                                                                     |                           |
|  | POST                            |                                                                                     |                           |
|  | RAILROAD SIGNAL POLE            |                                                                                     |                           |
|  | REGULATION STATION GAS          |                                                                                     |                           |

PROPOSED TOPOGRAPHIC SYMBOLS

|                                                                                     |                                 |
|-------------------------------------------------------------------------------------|---------------------------------|
|  | CLEANOUT                        |
|  | MANHOLE                         |
|  | LIFT STATION                    |
|  | STORM SEWER CIRCULAR CASTING    |
|  | STORM SEWER RECTANGULAR CASTING |
|  | STORM SEWER FLARED END / APRON  |
|  | STORM SEWER OUTLET STRUCTURE    |
|  | STORM SEWER OVERFLOW STRUCTURE  |
|  | CURB BOX                        |
|  | FIRE HYDRANT                    |
|  | WATER VALVE                     |
|  | WATER REDUCER                   |
|  | WATER BEND                      |
|  | WATER TEE                       |
|  | WATER CROSS                     |
|  | WATER SLEEVE                    |
|  | WATER CAP / PLUG                |
|  | RIP RAP                         |
|  | DRAINAGE FLOW                   |
|  | TRAFFIC SIGNS                   |
|  | LIGHT POLE                      |

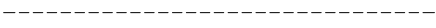
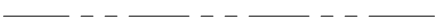
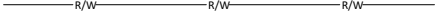
SURVEY SYMBOLS

|                                                                                     |                    |                                                                                     |                    |
|-------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------|--------------------|
|  | BENCHMARK LOCATION |  | CAST IRON MONUMENT |
|  | CONTROL POINT      |  | STONE MONUMENT     |
|  | MONUMENT FOUND     |                                                                                     |                    |

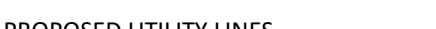
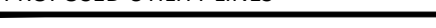
EXISTING TOPOGRAPHIC LINES

|                                                                                     |                  |
|-------------------------------------------------------------------------------------|------------------|
|  | RETAINING WALL   |
|  | FENCE            |
|  | FENCE-DECORATIVE |
|  | GUARD RAIL       |
|  | TREE LINE        |
|  | BUSH LINE        |

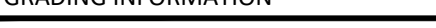
SURVEY LINES

|                                                                                     |                        |
|-------------------------------------------------------------------------------------|------------------------|
|  | CONTROLLED ACCESS      |
|  | BOUNDARY               |
|  | CENTERLINE             |
|  | EXISTING EASEMENT LINE |
|  | PROPOSED EASEMENT LINE |
|  | EXISTING LOT LINE      |
|  | PROPOSED LOT LINE      |
|  | EXISTING RIGHT-OF-WAY  |
|  | PROPOSED RIGHT-OF-WAY  |
|  | SETBACK LINE           |
|  | SECTION LINE           |
|  | QUARTER LINE           |
|  | SIXTEENTH LINE         |
|  | TEMPORARY EASEMENT     |

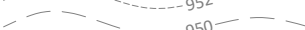
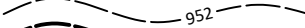
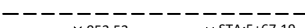
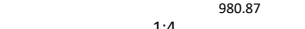
EXISTING UTILITY LINES

|                                                                                       |                        |
|---------------------------------------------------------------------------------------|------------------------|
|    | FORCEMAIN              |
|    | SANITARY SEWER         |
|    | SANITARY SERVICE       |
|   | STORM SEWER            |
|  | STORM SEWER DRAIN TILE |
|  | WATERMAIN              |
|  | WATER SERVICE          |

PROPOSED UTILITY LINES

|                                                                                       |                                |
|---------------------------------------------------------------------------------------|--------------------------------|
|  | FORCEMAIN                      |
|  | SANITARY SEWER                 |
|  | SANITARY SERVICE               |
|  | STORM SEWER                    |
|  | STORM SEWER DRAIN TILE         |
|  | WATERMAIN                      |
|  | WATER SERVICE                  |
|  | PIPE CASING                    |
|  | TRENCHLESS PIPE (PLAN VIEW)    |
|  | TRENCHLESS PIPE (PROFILE VIEW) |

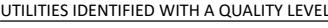
GRADING INFORMATION

|                                                                                       |                                        |
|---------------------------------------------------------------------------------------|----------------------------------------|
|  | EXISTING CONTOUR MINOR                 |
|  | EXISTING CONTOUR MAJOR                 |
|  | PROPOSED CONTOUR MINOR                 |
|  | PROPOSED CONTOUR MAJOR                 |
|  | PROPOSED GRADING LIMITS / SLOPE LIMITS |
|  | PROJECT LIMITS                         |
|  | PROPOSED SPOT ELEVATION                |
|  | RISE:RUN (SLOPE)                       |

EXISTING PRIVATE UTILITY LINES

NOTE:  
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL - 1-800-292-8989

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

|                                                                                     |                           |
|-------------------------------------------------------------------------------------|---------------------------|
|  | UNDERGROUND FIBER OPTIC   |
|  | UNDERGROUND ELECTRIC      |
|  | UNDERGROUND GAS           |
|  | UNDERGROUND COMMUNICATION |
|  | OVERHEAD ELECTRIC         |
|  | OVERHEAD COMMUNICATION    |
|  | OVERHEAD UTILITY          |

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL  
EXAMPLE:  UNDERGROUND GAS, QUALITY LEVEL A  
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

ABBREVIATIONS

|         |                          |      |                           |      |                                |
|---------|--------------------------|------|---------------------------|------|--------------------------------|
| A       | ALGEBRAIC DIFFERENCE     | GV   | GATE VALVE                | SAN  | SANITARY SEWER                 |
| ADJ     | ADJUST                   | HDPE | HIGH DENSITY POLYETHYLENE | SCH  | SCHEDULE                       |
| ALT     | ALTERNATE                | HH   | HANDHOLE                  | SERV | SERVICE                        |
| B-B     | BACK TO BACK             | HMA  | HOT MIX ASPHALT           | SHLD | SHOULDER                       |
| BLDG    | BUILDING                 | HP   | HIGH POINT                | STA  | STATION                        |
| BMP     | BEST MANAGEMENT PRACTICE | HWL  | HIGH WATER LEVEL          | STD  | STANDARD                       |
| BR      | BEGIN RADIUS             | HYD  | HYDRANT                   | STM  | STORM SEWER                    |
| BV      | BUTTERFLY VALVE          | I    | INVERT                    | TC   | TOP OF CURB                    |
| CB      | CATCH BASIN              | K    | CURVE COEFFICIENT         | TE   | TEMPORARY EASEMENT             |
| C&G     | CURB AND GUTTER          | L    | LENGTH                    | TEMP | TEMPORARY                      |
| CIP     | CAST IRON PIPE           | LO   | LOWEST OPENING            | TNH  | TOP NUT HYDRANT                |
| CIPP    | CURED-IN-PLACE PIPE      | LP   | LOW POINT                 | TP   | TOP OF PIPE                    |
| CL      | CENTER LINE              | LT   | LEFT                      | TYP  | TYPICAL                        |
| CL      | CLASS                    | MH   | MANHOLE                   | VCP  | VITRIFIED CLAY PIPE            |
| CMP     | CORRUGATED METAL PIPE    | MIN  | MINIMUM                   | VERT | VERTICAL                       |
| C.O.    | CHANGE ORDER             | MR   | MID RADIUS                | VPC  | VERTICAL POINT OF CURVE        |
| COMM    | COMMUNICATION            | NIC  | NOT IN CONTRACT           | VPI  | VERTICAL POINT OF INTERSECTION |
| CSP     | CORRUGATED STEEL PIPE    | NMC  | NON-METALLIC CONDUIT      | VPT  | VERTICAL POINT OF TANGENT      |
| CLVT    | CULVERT                  | NTS  | NOT TO SCALE              | WM   | WATERMAIN                      |
| DIA     | DIAMETER                 | NWL  | NORMAL WATER LEVEL        | WS   | WATER SERVICE                  |
| DIP     | DUCTILE IRON PIPE        | OHW  | ORDINARY HIGH WATER LEVEL |      |                                |
| DWY     | DRIVEWAY                 | PC   | POINT OF CURVE            |      |                                |
| E       | EXTERNAL CURVE DISTANCE  | PCC  | PORTLAND CEMENT CONCRETE  | AC   | ACRES                          |
| ESMT    | EASEMENT                 | PE   | PERMANENT EASEMENT        | CF   | CUBIC FEET                     |
| ELEC    | ELECTRIC                 | PED  | PEDESTRIAN, PEDESTAL      | CV   | COMPACTED VOLUME               |
| ELEV/EL | ELEVATION                | PERF | PERFORATED PIPE           | CY   | CUBIC YARD                     |
| EOF     | EMERGENCY OVERFLOW       | PERM | PERMANENT                 | EA   | EACH                           |
| ER      | END RADIUS               | PI   | POINT OF INTERSECTION     | EV   | EXCAVATED VOLUME               |
| EX      | EXISTING                 | PL   | PROPERTY LINE             | LB   | POUND                          |
| FES     | FLARED END SECTION       | PRC  | POINT OF REVERSE CURVE    | LF   | LINEAR FEET                    |
| F-F     | FACE TO FACE             | PT   | POINT OF TANGENT          | LS   | LUMP SUM                       |
| FF      | FINISHED FLOOR           | PVC  | POLYVINYL CHLORIDE PIPE   | LV   | LOOSE VOLUME                   |
| F&I     | FURNISH AND INSTALL      | PVMT | PAVEMENT                  | SF   | SQUARE FEET                    |
| FM      | FORCEMAIN                | R    | RADIUS                    | SV   | STOCKPILE VOLUME               |
| FO      | FIBER OPTIC              | RCP  | REINFORCED CONCRETE PIPE  | SY   | SQUARE YARD                    |
| F.O.    | FIELD ORDER              | RET  | RETAINING                 |      |                                |
| GRAN    | GRANULAR                 | R/W  | RIGHT-OF-WAY              |      |                                |
| GRAV    | GRAVEL                   | RSC  | RIGID STEEL CONDUIT       |      |                                |
| GU      | GUTTER                   | RT   | RIGHT                     |      |                                |



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Email: DesMoines@bolton-menk.com  
www.bolton-menk.com

| DESIGNED         | REV | DESCRIPTION        | DATE      |
|------------------|-----|--------------------|-----------|
| JLE              | 0   | CONSTRUCTION PLANS | 5/14/2025 |
| TJN              |     |                    |           |
| CHECKED          |     |                    |           |
| JLE              |     |                    |           |
| CLIENT PROJ. NO. |     |                    |           |
| 24X.135937.000   |     |                    |           |

WINDSOR HEIGHTS, IOWA

WILSHIRE BLVD STORM SEWER

LEGEND SHEET

SHEET

A.02

NOTE: A LIST OF TYPICAL DETAILS AND FIGURES ARE PROVIDED FOR REFERENCE. INCLUDING BUT IS NOT LIMITED TO THE FOLLOWING SUDAS FIGURES.

| Figure No. | Figure Title                                 | Last Revised | Sheets |
|------------|----------------------------------------------|--------------|--------|
| 3010.103   | Flexible Gravity Pipe Trench Bedding         | 4/20/2021    | 1      |
| 3010.104   | Pressure Pipe Trench Bedding                 | 4/20/2021    | 1      |
| 3010.105   | Miscellaneous Pipe Bedding                   | 4/17/2018    | 1      |
| 3010.901   | Sewer Pipe Suport Over Existing Utility Line | 10/21/2014   | 1      |
| 4020.211   | Storm Sewer Pipe Connections                 | 4/17/2018    | 1      |
| 7010.101   | Joints                                       | 4/15/2025    | 8      |
| 7010.102   | PCC Curb Details                             | 4/21/2020    | 2      |
| 7010.103   | Manholes in Boxouts in PCC Pavement          | 4/19/2022    | 1      |
| 7030.101   | Concrete Driveway, Type A                    | 2022 Edition | 1      |
| 7030.204   | General Features of an Accessible Sidewalk   | 10/20/2015   | 1      |
| 7030.205   | General Sidewalk and Curb Ramp Details       | 10/20/2015   | 1      |
| 7030.207   | Curb Ramp for Class B or C Sidewalk          | 10/16/2012   | 1      |
| 7030.21    | Detectable Warning Placement                 | 10/16/2012   | 1      |
| 7040.102   | Full Depth PCC Patches Greater Than 15' Long | 2022 Edition | 1      |
| 8030.116   | Street or Road Closure                       | 10/17/2017   | 1      |
| 8030.119   | Closure of Marked or Unmarked Crosswalk      | 10/17/2017   | 1      |

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P:\WINDSOR\DWG 24X.135937.DWG 5/15/2025 8:17:37 AM



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www.bolton-menk.com

| DESIGNED         | REV            | DESCRIPTION        | DATE      |
|------------------|----------------|--------------------|-----------|
| JLE              | 0              | CONSTRUCTION PLANS | 5/14/2025 |
| DRAWN            | TJN            |                    |           |
| CHECKED          | JLE            |                    |           |
| CLIENT PROJ. NO. | 24X.135937.000 |                    |           |

WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER  
TYPICAL DETAILS

SHEET  
B.01

STANDARD CONSTRUCTION NOTE:

1.

ALL IMPROVEMENTS, EXCEPT FOR WATER MAIN RELATED ITEMS, SHALL BE IN ACCORDANCE WITH THE 2025 EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
2.

ANY DEFECTIVE WORK CONDEMNED BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SUDAS SECTION 1050. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
3.

PRIOR TO MOBILIZING OFF OF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SUDAS SECTION 1050.
4.

THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SUDAS SECTION 1070.
5.

THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH SUDAS SECTION 1070.
6.

LIMITS OF CONSTRUCTION ARE WITHIN THE CITY RIGHT OF WAY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN THE LIMITS OF CONSTRUCTION AND IN ACCORDANCE WITH SUDAS SECTION 1070.
7.

THE CONTRACTOR SHALL UPDATE THE TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH SUDAS SECTION 1070, IF CONSTRUCTION ACTIVITIES DEVIATE FROM STAGING PLAN PROVIDED. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS TO THE CITY OF WINDSOR HEIGHTS PUBLIC SERVICES FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
8.

THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH SUDAS SECTION 1070. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
9.

IN ACCORDANCE WITH SUDAS SECTION 1070, THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION OF ALL ITS WORK FROM DAMAGE AND SHALL PROTECT THE JURISDICTION'S PROPERTY AND ADJACENT PRIVATE PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL REPAIR OR RESTORE ANY SUCH DAMAGE, INJURY, OR LOSS TO JURISDICTION PROPERTY OR ADJACENT PROPERTY. THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL . THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
10.

THE CONTRACTOR SHALL PRESERVE OR REPLACE ALL PROPERTY MONUMENTS ON THE PROJECT SITE IN ACCORDANCE WITH IOWA STATE CODE SECTION 355.6A AND SUDAS SECTION 1070.
11.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT ITS EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. UPON FAILURE TO DO SO WITHIN THREE WORKING DAYS AFTER SUCH REQUEST BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THERE OF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ITS FINAL PAYMENT IN ACCORDANCE WITH SUDAS SECTION 1070.
12.

THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED. IF IT APPEARS THE RATE OF PROGRESS IS SUCH THAT THE CONTRACT WILL NOT BE COMPLETED WITHIN THE TIME ALLOWED, OR IF THE WORK IS NOT BEING EXECUTED IN A SATISFACTORY AND WORKMANLIKE MANNER, THE ENGINEER MAY ORDER THE CONTRACTOR TO TAKE SUCH STEPS AS NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THE CONTRACT IN ACCORDANCE WITH SUDAS SECTION 1080.
13.

IF THE PROJECT IS SUBSTANTIALLY COMPLETE AND ONLY CLEANUP AND MINOR WORK ITEMS REMAIN FOR MORE THAN 30 CALENDAR DAYS, THE ENGINEER MAY RESTART CHARGING OF WORKING DAYS OR CHARGE PENALTIES EQUAL TO THE CONTRACT LIQUIDATED DAMAGES UNTIL ALL CORRECTIVE ACTION HAS BEEN COMPLETED IN ACCORDANCE WITH SUDAS SECTION 1080.
14.

CONTRACTOR TO STORE EQUIPMENT WITHIN THE WORK ZONE AND NOT ON THE STREET. EMPLOYEES ARE NOT TO PARK IN AREAS WHERE THEY OCCUPY ON-STREET PARKING FOR RESIDENTS AFFECTED BY CONSTRUCTION.
15.

IN ORDER TO AVOID ANY UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR IS CAUTIONED TO EXERCISE EXTREME CARE WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING OPERATIONS FOR THE PROPOSED PAVEMENT REMOVAL. ADJACENT PAVEMENT THAT IS CHIPPED OR DAMAGED DUE TO SAW OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S COST IN ACCORDANCE WITH THE PROJECT SPECIFICATION DETAILS FOR STREET EXCAVATION AND PAVEMENT REPLACEMENT. ALL SAW CUTS ADJACENT TO EXISTING PAVEMENT AND CURBS SHALL BE FULL DEPTH.
16.

THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NOT TO DAMAGE ADJACENT PAVEMENT, SIDEWALKS, DRIVES, MEDIANS, CURBS, STRUCTURES, AND OTHER AREAS NOT DESIGNATED AS PART OF THE PATCHING WORK AREA. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO AREAS NOT DESIGNATED AS PART OF THE PATCHING WORK AT NO COST TO THE OWNER.

UTILITY COORDINATION NOTES:

1.

CONTRACTOR TO POTHOLE EXISTING UTILITIES A MINIMUM OF 3 WEEKS PRIOR TO COMMENCING WORK TO DETERMINE IF ANY CONFLICTS EXIST. THIS IS CONSIDERED INCIDENTAL TO THE PROJECT. IMMEDIATELY REPORT ANY CONFLICTS TO THE ENGINEER.
2.

THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
3.

ANTICIPATED UTILITY CONFLICTS HAVE BEEN IDENTIFIED AND EACH RESPECTIVE UTILITY OWNER HAS BEEN INFORMED OF THE POTENTIAL CONFLICTS. THE CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT SITE.
4.

IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.
5.

UTILITY CONTACT NUMBERS:

WINDSOR HEIGHTS PUBLIC WORKS  
DES MOINES WATER WORKS  
MID-AMERICAN ENERGY (ELECTRIC)  
MID-AMERICAN ENERGY (GAS)  
MID-AMERICAN ENERGY (ELECTRIC) - EMERGENCY  
MID-AMERICAN ENERGY (GAS) - EMERGENCY  
MEDIACOM  
LUMEN  
METRONET

ANDY LARSON (515-314-5690)  
CARLA SCHUMACHER (515-323-6227)  
TOBY KORNER (515-281-2951)  
TOBY KORNER (515-281-2951)  
1-800-799-4443  
1-800-595-5325  
TIM HAWKINS ( 515-991-3765)  
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THAWKINS1@MEDIACOMMCC.COM  
ASHLIE.CLEMENTS@LUMEN.COM  
JOSHUA.MASSMAN@METRONET.COM

PROJECT SCHEDULE

1.

SUBSTANTIAL COMPLETION: 10/31/2025  
LIQUIDATED DAMAGES: \$500 / CALENDAR DAY
2.

FINAL COMPLETION : 11/28/2025

COMMUNITY EVENTS

- AUGUST 5 - NATIONAL NIGHT OUT
- OCTOBER 3 & 4 - FALL FEST AT COLBY PARK WITH PARADE ROUTE ON WHILSHIRE.

PROJECT NOTES:

1.

THE CONTRACTOR WILL BE REQUIRED TO LIMIT WORK HOURS ON THE PROJECT FROM 7:00 A.M. TO 9:00 P.M., MONDAY THROUGH FRIDAY, 8 A.M. TO 5 P.M. ON SATURDAY AND NO WORK ON SUNDAYS, UNLESS OTHERWISE DIRECTED OR APPROVED BY THE ENGINEER.
2.

EXISTING SIDEWALKS WITHIN THE PROJECT ARE TO BE PROTECTED AND PEDESTRIAN ACCESS TO ALL ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
3.

CONTRACTOR SHALL STAGE WORK IN A MANNER TO MINIMIZE IMPACT TO RESIDENTS. CANNOT CLOSE ROAD AT BOTH LOCATIONS AT THE SAME TIME. TEMP GRAVEL MAYBE USED TO ALLOW TRAFFIC TO PASS (CONSIDERED INCIDENTAL).
4.

CONTRACTOR SHALL MAINTAIN ALL LOCAL ACCESS. ANY FULL OR PARTIAL DRIVEWAY REMOVALS SHALL BE COORDINATED WITH THE PROPERTY OWNER.
5.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION STAKING IN ACCORDANCE WITH SECTION 11,010 OF THE STANDARD SPECIFICATIONS AND SHALL COMPLY WITH IOWA CODE 355 AND IOWA ADMINISTRATIVE CODE SECTION 193C FOR THE REPLACEMENT OF ALL DISTURBED MONUMENTS WITHIN THE PROJECT AREA.
6.

CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
7.

THE CONTRACTOR SHALL LIMIT THEIR ACCESS TO THE PROJECT SITE.
8.

CONTRACTOR TO INFORM THE ENGINEER A MINIMUM OF 14 DAYS PRIOR TO WORK STARTING TO ENSURE PROPER NOTICE IS GIVEN TO NEARBY RESIDENTS. CONTRACTOR TO PROVIDE SCHEDULE WITH DATE AND TIME OF ROADWAY CLOSURE.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

1.

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING DISTURBED AREAS WITHIN THE PROJECT UNTIL STABILIZED. IF UNDESIRABLE VEGETATION IS ESTABLISHED BEFORE THE AREA IS SEEDED/SODDED OR STABILIZED, IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE ALL UNWANTED VEGETATION. FAILURE TO PROVIDE MAINTENANCE WITHIN THREE WORKING DAYS AFTER REQUESTED BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THEREOF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THEIR FINAL PAYMENT.
2.

CONTRACTOR SHALL MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY
3.

STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. IN DROUGHT-STRICKEN AREAS AND AREAS THAT HAVE RECENTLY RECEIVED SUCH HIGH AMOUNTS OF RAIN THAT SEEDING WITH FIELD EQUIPMENT IS IMPOSSIBLE AND INITIATING VEGETATIVE STABILIZATION IMMEDIATELY IS INFEASIBLE, ALTERNATIVE STABILIZATION MEASURES MUST BE EMPLOYED AS SPECIFIED BY THE DEPARTMENT. IN LIMITED CIRCUMSTANCES, STABILIZATION MAY NOT BE REQUIRED IF THE INTENDED FUNCTION OF A SPECIFIC AREA OF THE SITE NECESSITATES THAT IT REMAIN DISTURBED.
4.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE;
5.

MINIMIZE THE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS PRESENT ON THE SITE TO PRECIPITATION AND STORM WATER. MINIMIZATION OF EXPOSURE IS NOT REQUIRED IN CASES WHERE THE EXPOSURE TO PRECIPITATION AND TO STORM WATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS, OR WHERE EXPOSURE OF A SPECIFIC MATERIAL OR PRODUCT POSES LITTLE RISK OF STORM WATER CONTAMINATION (SUCH AS FINAL PRODUCTS AND MATERIALS INTENDED FOR OUTDOOR USE)
6.

MINIMIZE THE DISCHARGE OF POLLUTANTS FROM SPILLS AND LEAKS AND IMPLEMENT CHEMICAL SPILL AND LEAK PREVENTION AND RESPONSE PROCEDURES.
7.

CONCRETE WASHOUTS SHALL BE PROVIDED ON SITE.
8.

QUALIFIED PERSONNEL SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION AT LEAST ONCE EVERY SEVEN CALENDAR DAYS. UNLESS EROSION IS EVIDENT OR OTHER CONDITIONS WARRANT THEM, REGULAR INSPECTIONS ARE NOT REQUIRED ON AREAS THAT HAVE BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION.
9.

DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM.
10.

EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.
11.

BASED ON THE RESULTS OF THE INSPECTION, POLLUTION PREVENTION MEASURES IDENTIFIED IN THE PLANS SHALL BE REVISED AT THE CONSTRUCTION SITE AS APPROPRIATE AS SOON AS PRACTICABLE AFTER THE INSPECTION AND TO THE PLAN AS SOON AS PRACTICABLE AFTER THE INSPECTION BUT IN NO CASE MORE THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION. IF THE PERMITTEE DETERMINES THAT MAKING THESE CHANGES AT THE CONSTRUCTION SITE OR TO THE PLAN LESS THAN 72 HOURS AFTER THE INSPECTION IS IMPRACTICABLE, THE PERMITTEE SHALL DOCUMENT IN THE PLAN WHY IT IS IMPRACTICABLE AND INDICATE AN ESTIMATED DATE BY WHICH THE CHANGES WILL BE MADE.
12.

A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS AFTER FINAL STABILIZATION HAS BEEN ACHIEVED AND A NOTICE OF DISCONTINUATION HAS BEEN SUBMITTED TO THE DEPARTMENT.

TRAFFIC CONTROL NOTES:

1.

TRAFFIC CONTROL LAYOUTS SHOWN ON THESE PLANS ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
2.

THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS, IF APPLICABLE, TO THE ENGINEER FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
3.

IF NECESSARY, STREETS WILL BE CLOSED IN ACCORDANCE WITH SECTION 1070, 2.06 'TRAFFIC CONTROL' OF THE STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL PLANS MUST BE REVIEWED AND APPROVED BY ENGINEER.
4.

ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, REMOVED BY THE CONTRACTOR AND IN ACCORDANCE TO MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.
5.

PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
6.

THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER
7.

ORANGE SAFETY FENCE SHALL BE PLACED ENTIRELY ACROSS THE TRAVELED PORTION OF THE ROADWAY AT ALL LOCATIONS WHERE TYPE III BARRICADES WITH "ROAD CLOSED" SIGNS ARE USED.
8.

SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
9.

ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
10.

AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.
11.

THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WRITTEN AGREEMENT WITH THE PROPERTY OWNER.
12.

AT EACH SIDEWALK CLOSURE LOCATION PLACE TYPE II BARRICADES WITH "SIDEWALK CLOSED" SIGNS AT EACH CLOSURE END AND PLACE "SIDEWALK CLOSED AHEAD" SIGNS ALONG THE SIDEWALK AT NEAREST STREET INTERSECTIONS ON EACH SIDE OF THE CLOSURE LOCATION IN ACCORDANCE WITH THE MUTCD.



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| DESIGNED         | REV | DESCRIPTION        | DATE      |
|------------------|-----|--------------------|-----------|
| JLE              | 0   | CONSTRUCTION PLANS | 5/14/2025 |
| DRAWN            |     |                    |           |
| TJN              |     |                    |           |
| CHECKED          |     |                    |           |
| JLE              |     |                    |           |
| CLIENT PROJ. NO: |     |                    |           |
| 24X.135937.000   |     |                    |           |

WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER

GENERAL NOTES

SHEET

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| ESTIMATED PROJECT QUANTITIES - BASE BID |            |                                                 |      |          |               |
|-----------------------------------------|------------|-------------------------------------------------|------|----------|---------------|
| ITEM NO.                                | ITEM CODE  | ITEM                                            | UNIT | QUANTITY | AS-BUILT QTY. |
| 1                                       | 2010-D-1   | TOPSOIL, ON-SITE                                | CY   | 18       |               |
| 2                                       | 4020-A-1   | STORM SEWER, TRENCHED, 24 INCH                  | LF   | 73       |               |
| 3                                       | 4020-D     | REMOVAL OF STORM SEWER, RCP, 15 INCH            | LF   | 47       |               |
| 4                                       | 4020-G     | STORM SEWER ABANDONMENT, FILL AND PLUG, 15 INCH | LF   | 425      |               |
| 5                                       | 4040-999-A | SUBDRAIN POP UP OUTLET                          | EA   | 2        |               |
| 6                                       | 6010-999-A | INTAKE, NYLOPLAST 30 INCH                       | EA   | 2        |               |
| 7                                       | 6010-E     | MANHOLE ADJUSTMENT, MINOR                       | EA   | 1        |               |
| 8                                       | 6010-G     | CONNECTION TO EXISTING MANHOLE                  | EA   | 1        |               |
| 9                                       | 6010-H     | REMOVE INTAKE                                   | EA   | 2        |               |
| 10                                      | 7030-A-1   | REMOVAL OF SIDEWALK                             | SY   | 20       |               |
| 11                                      | 7030-A-3   | REMOVAL OF DRIVEWAY                             | SY   | 40       |               |
| 12                                      | 7030-E     | SIDEWALK, PCC, 4 INCH                           | SY   | 20       |               |
| 13                                      | 7030-E     | SIDEWALK, PCC, 6 INCH                           | SY   | 7        |               |
| 14                                      | 7030-G     | DETECTABLE WARNING                              | SF   | 10       |               |
| 15                                      | 7030-H-1   | DRIVEWAY, PAVED, PCC, 6 INCH                    | SY   | 40       |               |
| 16                                      | 7040-A     | FULL DEPTH PATCHES, PCC, 9 INCH                 | SY   | 170      |               |
| 17                                      | 8030-A     | TEMPORARY TRAFFIC CONTROL                       | LS   | 1        |               |
| 18                                      | 9020-A     | SOD                                             | SY   | 230      |               |
| 19                                      | 11020-A    | MOBILIZATION                                    | LS   | 1        |               |

| ESTIMATE REFERENCE INFORMATION |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEM NO.                       | ITEM CODE  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1                              | 2010-D-1   | TOPSOIL, ON-SITE<br>TOPSOIL WITHIN THE GRADING LIMITS OF THE PROJECT SHALL BE STRIPPED, SALVAGED, AND RESPREAD AT A MINIMUM DEPTH OF 6". ITEM INCLUDES HAULING OFF-SITE TO STORE AND HAULING BACK IN IF NEEDED. SALVAGED TOPSOIL SHALL REMAIN WITHIN THE RIGHT-OF-WAY UNLESS AGREEMENTS MADE WITH THE PROPERTY OWNER. CONTRACTOR TO PAY FOR RESTORATION COST IF LOCATED OUTSIDE OF THE RIGHT OF WAY. MEASUREMENT WILL NOT BE MADE AND QUANTITY PAID WILL BE ON A PERCENT OF ITEM COMPLETE.                                                                                                                                            |
| 2                              | 4020-A-1   | STORM SEWER, TRENCHED, 24 INCH<br>STORM PIPE SHALL BE POLYPROPYLENE. VIDEO INSPECTION TO OCCUR PRIOR TO PAVING PER SUDAS 4060. POLYPROPYLENE STORM SEWER PIPE SHALL MEET SUDAS STANDARD SPECIFICATIONS, SECTION 4020, 2.01 - L AND SHALL BE INSALLED IN ACCORDANCE WITH SUDAS FOLLOWING FIGURE 3010.103 (SW-103). PIPE SHALL BE COMPATIBLE WITH NYLOPLAST INTAKE.                                                                                                                                                                                                                                                                     |
| 3                              | 4020-D     | REMOVAL OF STORM SEWER, RCP, 15 INCH<br>INCLUDES PLUGGING HOLE IN INTAKE ON SUNRISE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4                              | 4020-G     | STORM SEWER ABANDONMENT, FILL AND PLUG, 15 INCH<br>FILL THE LINE TO BE ABONDONED WITH FLOWABLE MORTAR, FOAMED CELLULAR CONCRETE, OR CLSM BY GRAVITY FLOW OR PUMPING. CONTRACTOR TO CLEAN AN FILL THAT COMES TO THE SURFACE AND RESTORE THE AREA WITH TOPSOIL AND SEED IF NECESSARY.                                                                                                                                                                                                                                                                                                                                                   |
| 5                              | 4040-999-A | SUBDRAIN POP UP OUTLET<br>THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIAL TO INSTALL 4" POP UP DRAINAGE EMITTER AT LOCATION SHOWN ON THE M SHEETS. REMOVING, MODIFYING, OR REPLACING 4" SUBDRAIN AS NECCESARY TO INSTALL SHALL BE INCIDENTAL. ANY RISER PIPE REQUIRED TO REACH GRADE SHALL BE INCIDENTAL TO THIS ITEM. ANY FITTINGS OR BENDS SHALL BE INCIDENTAL TO THIS ITEM. PROVIDE SHOP DRAWING FOR APPROVAL.                                                                                                                                                                                                          |
| 6                              | 6010-999-X | INTAKE, NYLOPLAST 30 INCH<br>THE DRAIN BASINS REQUIRED FOR THIS CONTRACT SHALL BE MANUFACTURED BY NYLOPLAST, A DIVISION OF ADVANCED DRAINAGE SYSTEMS, INC. ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL THE DRAIN BASIN (INTAKE) SHALL BE INCIDENTAL TO THIS ITEM. EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, COMPACTION, BASE, STRUCTURAL CONCRETE, REINFORCING STEEL, CASTINGS, AND ADJUSTMENT RINGS SHALL BE INCIDENTAL TO THIS ITEM. GRATES USED SHALL BE DOUBLE WIDE 2'X3' MODEL 3099CGR GRATES. GRATE SHALL MEET H-20 LOAD RATING. BASIN SIZE SHALL BE SIZED TO HOUSE 24" PIPE. |
| 7                              | 6010-E     | MANHOLE ADJUSTMENT, MINOR<br>CASTING TO BE TYPE F THREE-PIECE FLOATING CASTINGS WITH HEIGHT ADJUSTMENT MECHANISM IN PAVEMENT SHALL BE STAMPED WITH "SANITARY". ADJUSTING RINGS TO BE CRETEX PRO-RING OR APPROVED EQUAL.                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8                              | 6010-G     | CONNECTION TO EXISTING MANHOLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 9                              | 6010-H     | REMOVE INTAKE<br>THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIAL TO REMOVE EXISTING INTAKE INCLUDING REMOVAL OF CASTING, CONCRETE, AND REINFORCEMENT; PLACING AND COMPACTING SUITABLE BACKFILL AND GRADE TO FINISH GRADE.                                                                                                                                                                                                                                                                                                                                                                                                  |
| 10                             | 7030-A-1   | REMOVAL OF SIDEWALK<br>ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED REGARDLESS OF THICKNESS.                                                                                                                                                                                     |
| 11                             | 7030-A-3   | REMOVAL OF DRIVEWAY<br>ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED REGARDLESS OF THICKNESS.                                                                                                                                                                                     |

|    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12 | 7030-E   | SIDEWALK, PCC, 4 INCH<br>CONCRETE WILL BE C-WR MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. COMPACTION OF SUBGRADE IS INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER. NO EXTRA PAYMENT FOR COLD WEATHER PAVING.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13 | 7030-E   | SIDEWALK, PCC, 6 INCH<br>UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, MINOR GRADE ADJUSTMENTS AT DRIVEWAYS AND OTHER INTERSECTIONS, SUBGRADE PREPARATION, FORMWORK, ADDITIONAL THICKNESS AT THICKENED EDGES, JOINTING, SAMPLING, SLOPE AND SMOOTHNESS TESTING AND CORRECTION, AND TESTING. CONCRETE WILL BE C-WR MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. COMPACTION OF SUBGRADE IS INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER.                                                                                                                                                                                                   |
| 14 | 7030-G   | DETECTABLE WARNING<br>DETECTABLE WARNINGS SHALL MEET CURRENT PROWAG STANDARDS. DOMES TO BE BRICK RED CAST IRON.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 15 | 7030-H-1 | DRIVEWAY, PAVED, PCC, 6 INCH<br>CONCRETE WILL BE C-WR MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. COMPACTION OF SUBGRADE IS INCIDENTAL TO THIS ITEM. CONCRETE TESTING WILL BE PROVIDED BY THE OWNER. NO EXTRA PAYMENT FOR COLD WEATHER PAVING.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 16 | 7040-A   | FULL DEPTH PATCHES, PCC, 9 INCH<br>UNIT PRICE INCLUDES, BUT IS NOT LIMITED TO, REMOVAL OF EXISTING PAVEMENT REGARDLESS OF THICKNESS, REMOVAL OF ANY REINFORCING, FINAL TRIMMING OF SUBGRADE OR SUBBASE, INTEGRAL CURB, BARS AND REINFORCEMENT, JOINTS AND SEALING, SURFACE CURING AND PAVEMENT PROTECTION, SAFETY FENCING, CONCRETE FOR RIGID HEADERS, BOXOUTS FOR FIXTURES. NO EXTRA PAYMENT FOR COLD WEATHER PAVING. CONCRETE WILL BE C-WR MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. SLAG IS NOT ALLOWED. THICKNESS SHOWN INCLUDES EXTRA 2 INCHES PER SUDAS DETAIL.                                                                                                               |
| 17 | 8030-A   | TEMPORARY TRAFFIC CONTROL<br>LUMP SUM PRICE INCLUDES, BUT IS NOT LIMITED TO, INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; TOTAL ROADWAY CLOSURES WITH INSTALLATION AND REMOVAL OF DETOUR SIGNING AS SHOWN IN THE CONTRACT DOCUMENTS; REMOVAL AND REINSTALLATION OR COVERING OF PERMANENT TRAFFIC CONTROL DEVICES THAT CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL PLAN; MONITORING AND DOCUMENTING TRAFFIC CONTROL CONDITIONS; AND FLAGGERS. WHEN REQUIRED IN THE CONTRACT DOCUMENTS, THE FOLLOWING ARE ALSO INCLUDED IN TRAFFIC CONTROL UNLESS A SEPARATE BID ITEM IS PROVIDED: PORTABLE DYNAMIC MESSAGE SIGNS, TEMPORARY BARRIER RAIL, TEMPORARY FLOOD LIGHTING, AND PILOT CARS. |
| 18 | 9020-A   | SOD<br>SOD ALL AREAS DISTURBED BY CONSTRUCTION UNLESS INDICATED ON PLANS. COST FOR WATERING SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, AND REWORK, INCLUDING REGRADING AND ADJUSTING GRADING, ARE CONSIDERED INCIDENTAL TO THIS ITEM. CONTRACTOR RESPONSIBLE FOR PROTECTING ALL SODDED AREAS THRU ESTABLISHMENT AND ACCEPTANCE. CONTRACTOR RESPONSIBLE FOR MOWING AND MAINTAINING SODDED AREAS UNTIL PROJECT IS ACCEPTED BY OWNER. SODDING OF AREAS OUTSIDE OF CONSTRUCTION LIMITS SHALL BE RESPONSIBILITY OF CONTRACTOR AT NO ADDITIONAL COST TO OWNER.                                                                                                                   |
| 19 | 11020-A  | MOBILIZATION<br>THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN THE CONTRACT PRICE WILL BE MADE FOR ANY CHANGE IN STAGING OR COMBINATION THEREOF.                                                                                                                                                                                                                                                                                                                                                     |



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| DESIGNED         | REV            | DESCRIPTION        | DATE      |
|------------------|----------------|--------------------|-----------|
| JLE              | 0              | CONSTRUCTION PLANS | 5/14/2025 |
| DRAWN            | TJN            |                    |           |
| CHECKED          | JLE            |                    |           |
| CLIENT PROJ. NO. | 24X.135937.000 |                    |           |

WINDSOR HEIGHTS, IOWA

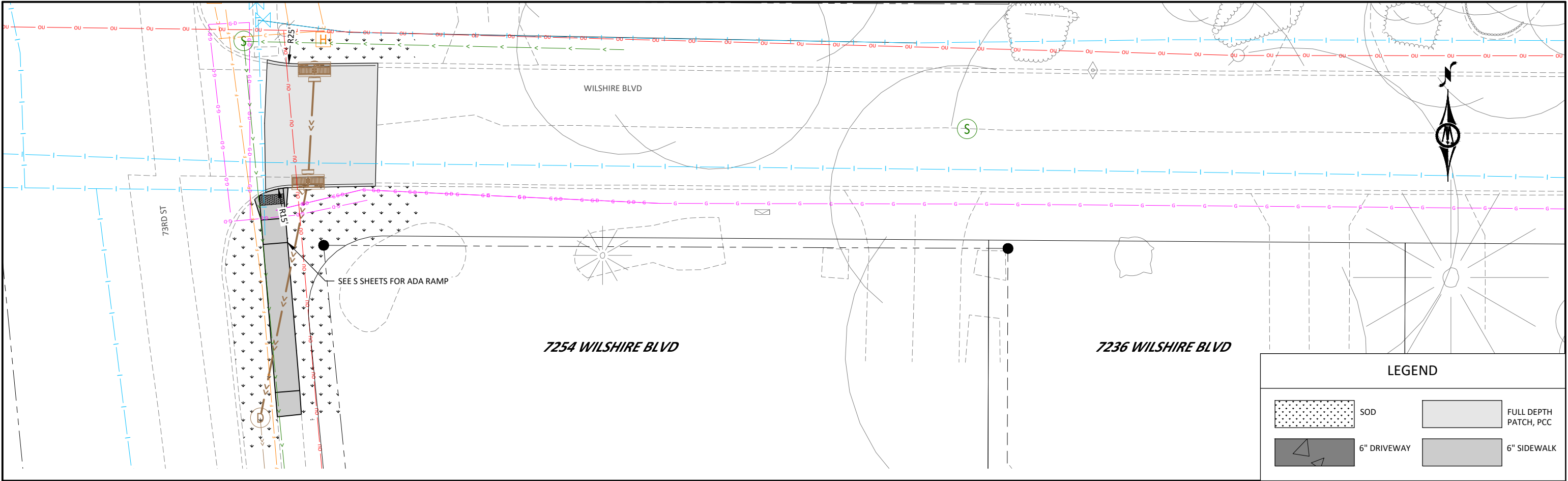
WILSHIRE BLVD STORM SEWER

QUANTITIES - BASE BID

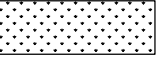
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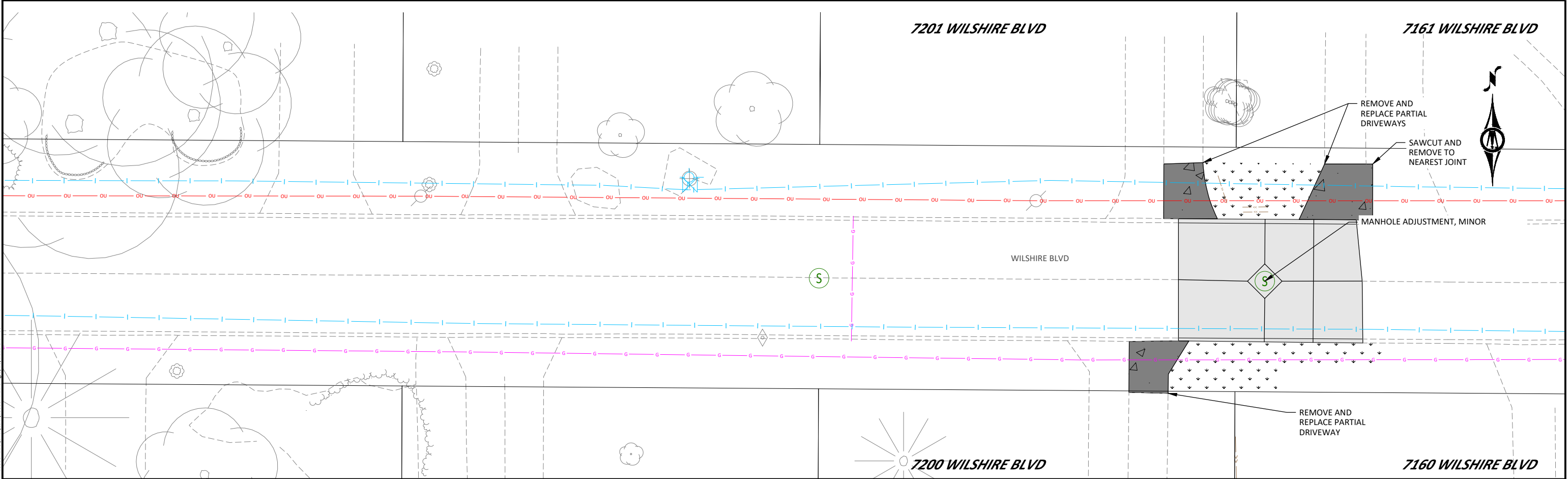
LEGEND

 SOD

 6" DRIVEWAY

 FULL DEPTH PATCH, PCC

 6" SIDEWALK



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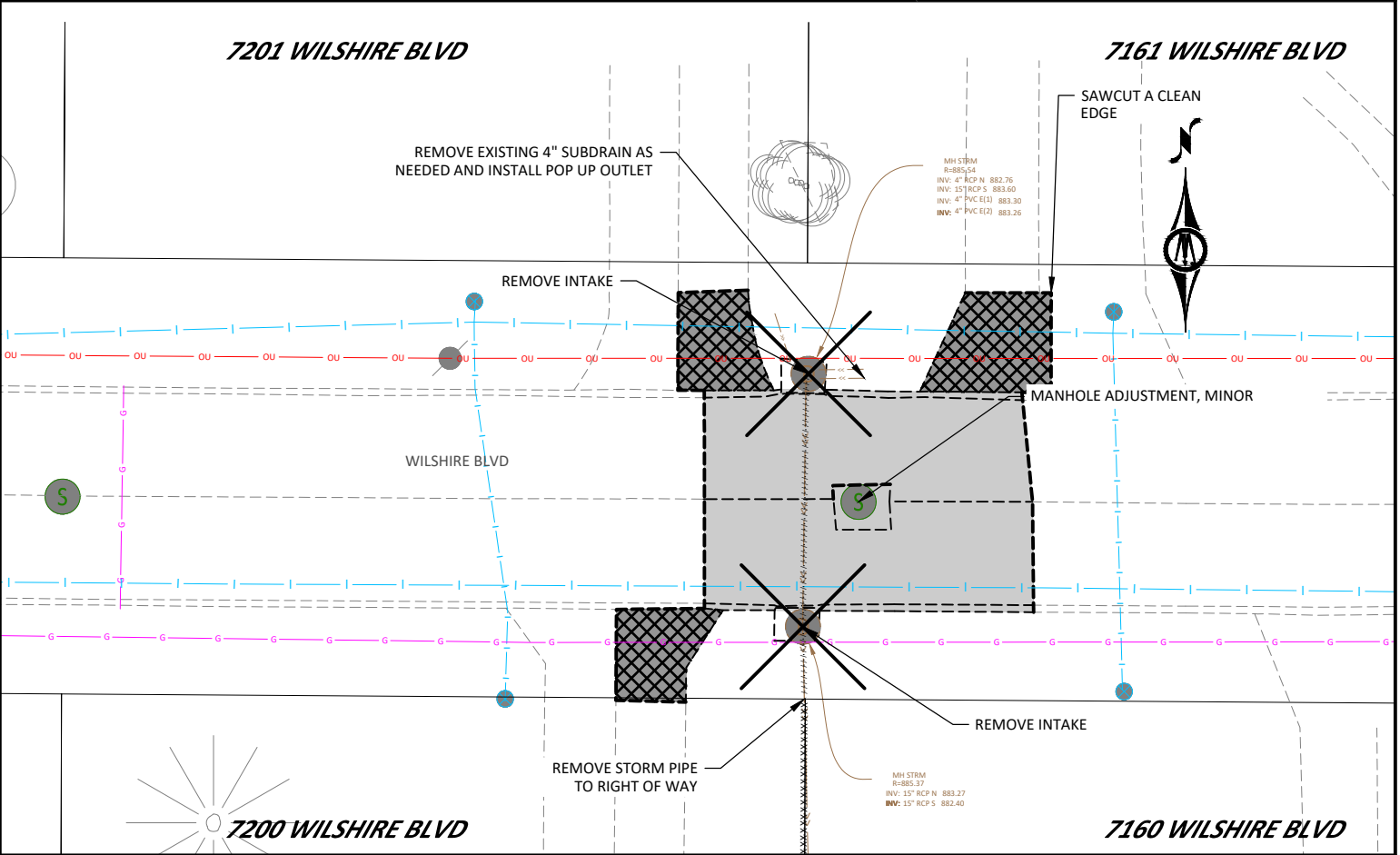
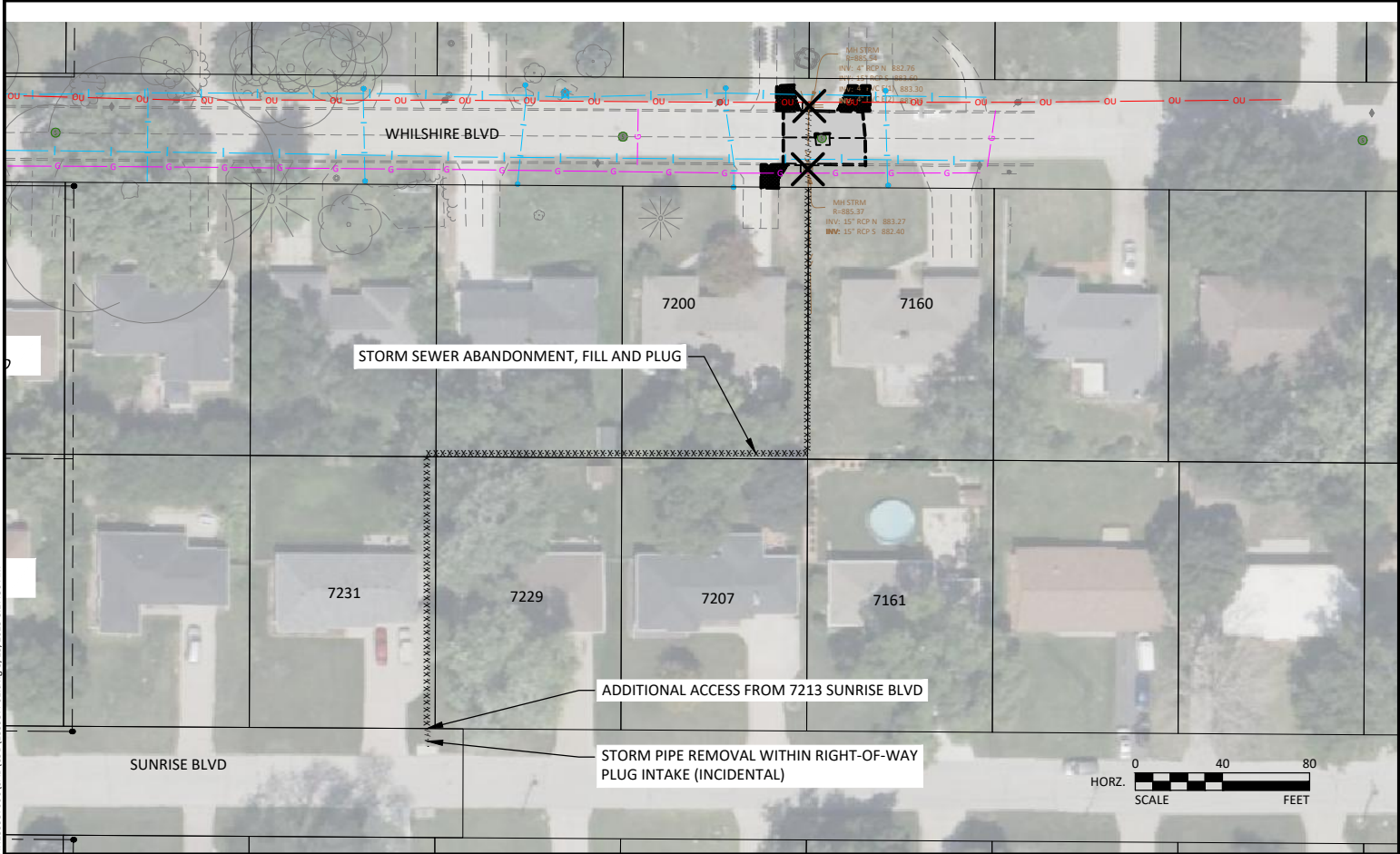
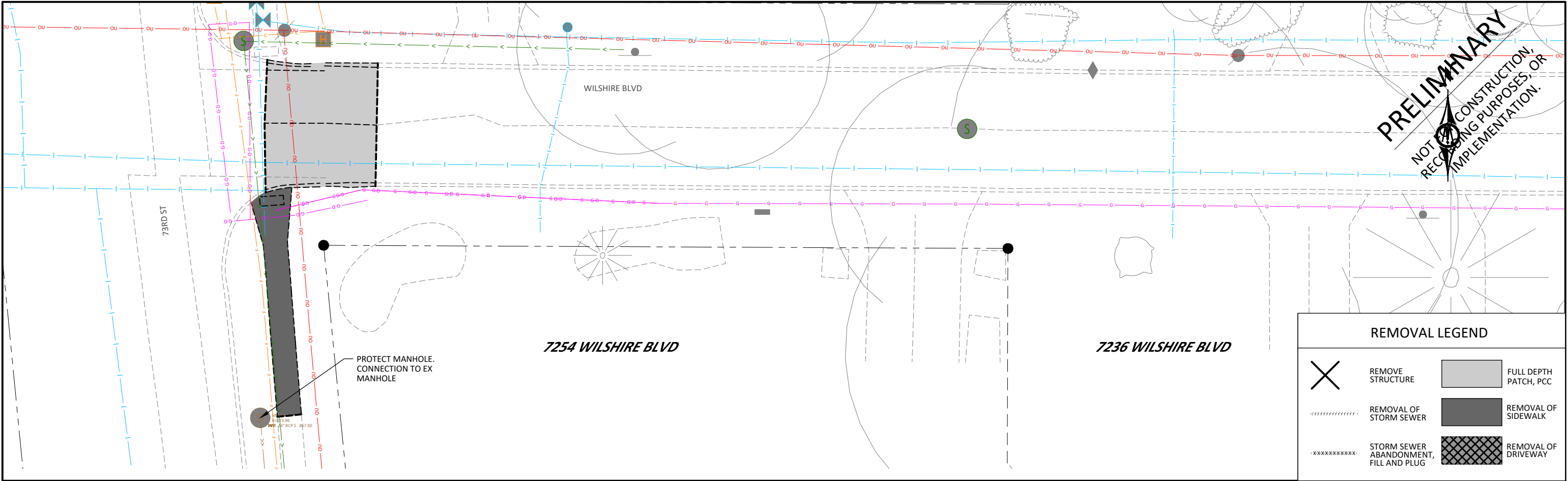
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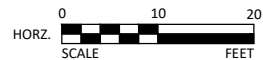
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| 24X.135937.000   |     |                    |           |

WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER  
PLAN - WILSHIRE BLVD

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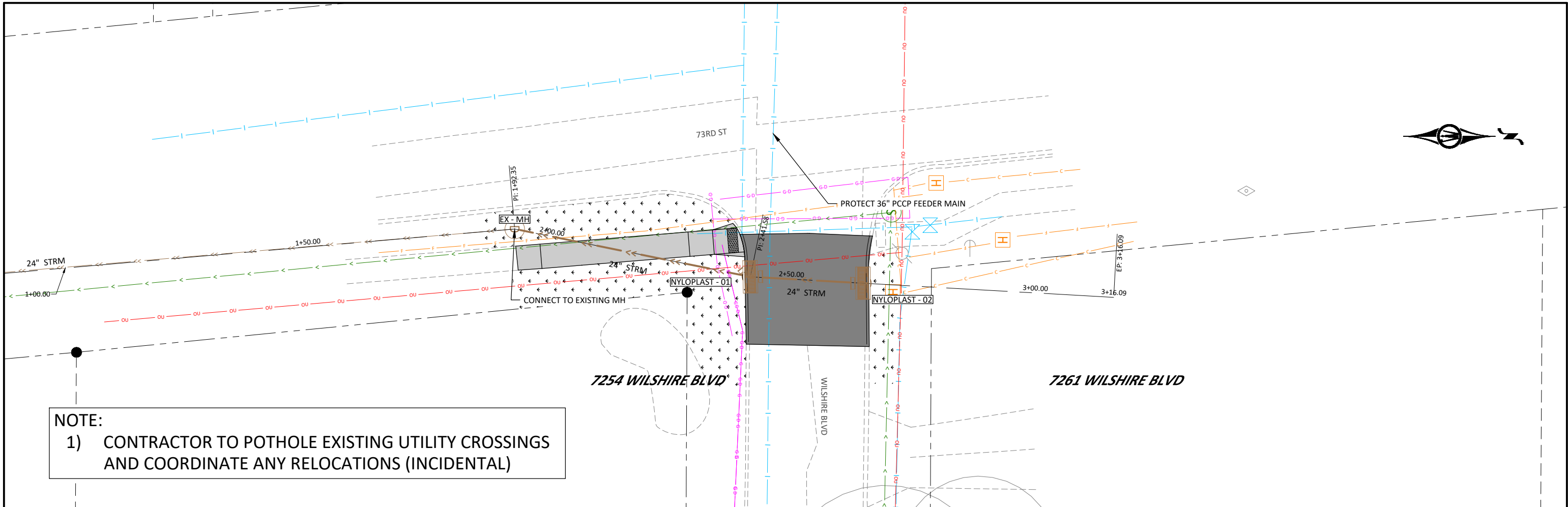


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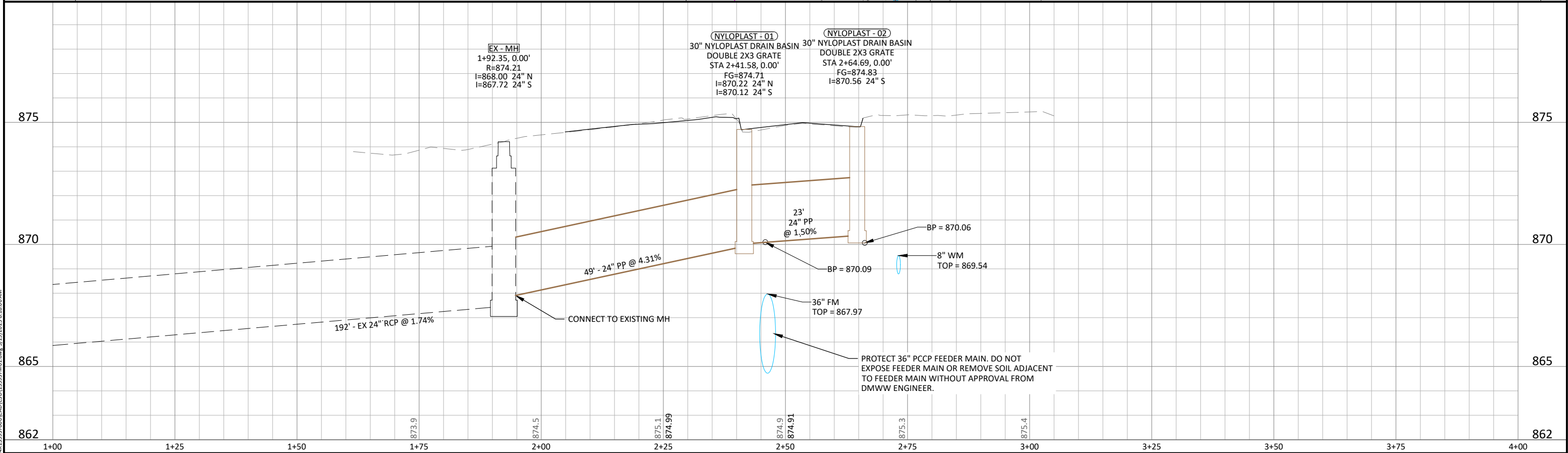
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WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER  
REMOVALS

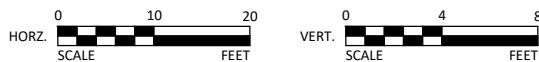
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NOTE:  
1) CONTRACTOR TO POTHOLE EXISTING UTILITY CROSSINGS  
AND COORDINATE ANY RELOCATIONS (INCIDENTAL)



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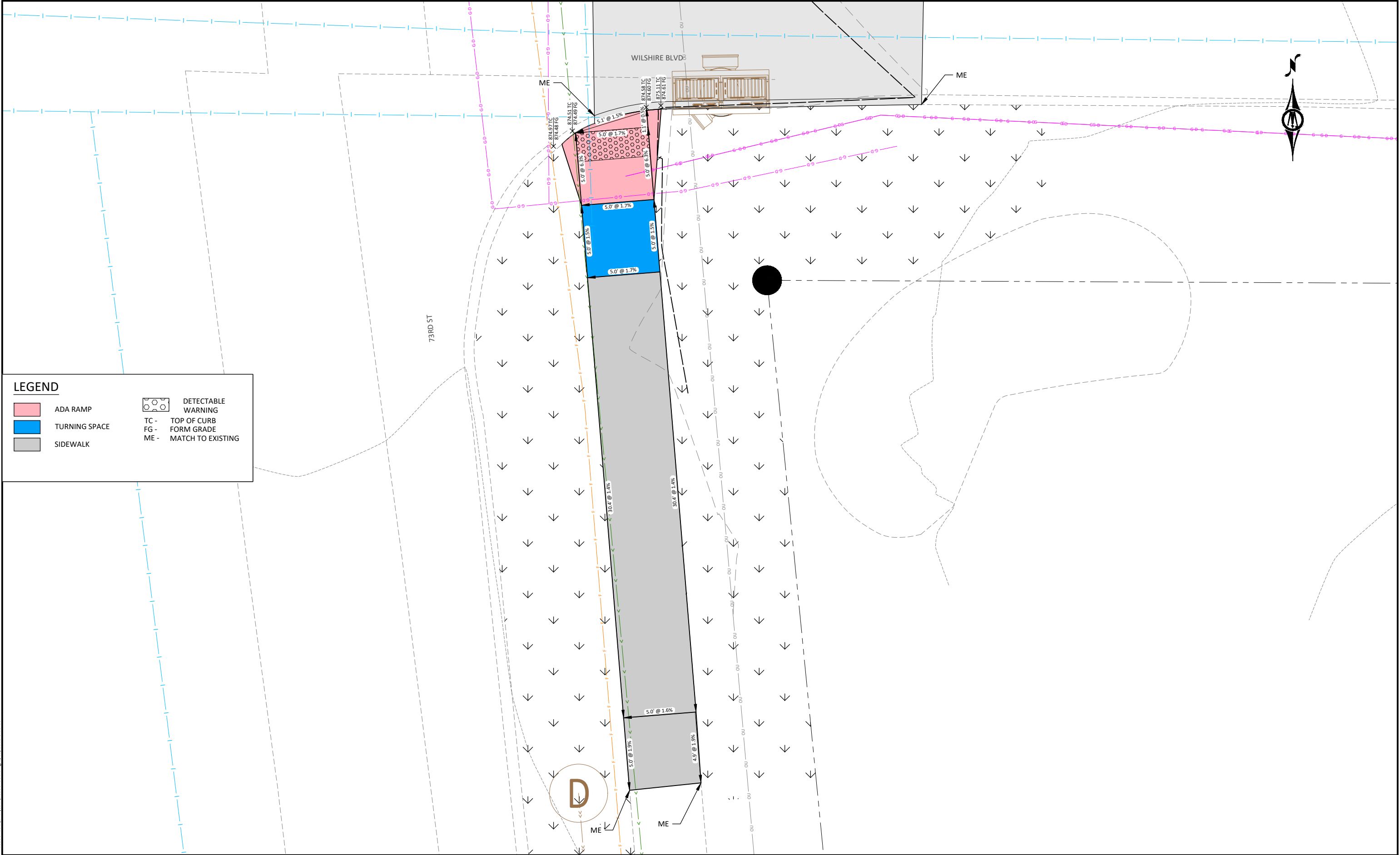


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| STORM SEWER PLAN & PROFILE - WILSHIRE BLVD |       |

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| DESIGNED         | REV | DESCRIPTION        | DATE      |
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| JLE              | 0   | CONSTRUCTION PLANS | 5/14/2025 |
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WINDSOR HEIGHTS, IOWA  
WILSHIRE BLVD STORM SEWER  
ADA COMPLIANCE

SHEET

S.01



**STAFF REPORT**  
**CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Construction Services Agreement Amendment 68th St. Reconstruction

**GENERAL INFORMATION**

This is a \$350,000 amendment to the March 4th, 2024 Professional Services Agreement with Bolton and Menk for the 68th St. Design Contract. This Amendment adds construction services including resident consultant services, construction observation, staking and construction close out to the contract at a combined not to exceed \$598,000. The project construction award cost is \$1,878,000. The do not exceed for construction management services is on the higher end, acknowledging there are numerous accessibility and other challenges present on this project. The expectation is the final construction services cost will be below the do not exceed amount.

Hourly bill rates for Bolton and Menk staff currently working the project are as follows:

Wyatt Klooster (onsite engineer): \$167

Paw Lu:\$115

Justin Ernst:\$195

Logan Cory (survey): \$160

**ATTACHMENTS**

1. Amendment \_ Construction Services 68th Street



**AMENDMENT #001 TO AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CITY OF WINDSOR HEIGHTS AND BOLTON & MENK, INC.**

This AMENDMENT #001 ("Amendment") to the original Agreement for Professional Services between City of Windsor Heights ("OWNER") and Bolton & Menk, Inc. ("ENGINEER") dated March 4, 2024 (the "Agreement") is made and entered into on this 19<sup>th</sup> day of May, 2025.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with construction services in connection with the 68<sup>th</sup> Street Improvements (the "Project");

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE ATTACHMENT. The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.

2. FEE ATTACHMENT. The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. Additional Forms. Exhibits A and B are attached and incorporated into the Agreement.

4. All Other Terms and Conditions of the Agreement. Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #001 to be executed by their duly authorized representatives on the dates written below.

CITY OF WINDSOR HEIGHTS

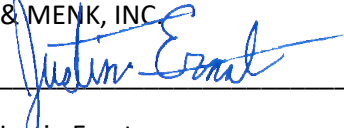
SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOLTON & MENK, INC.

SIGNED:  \_\_\_\_\_

NAME: Justin Ernst

TITLE: Municipal Assistant Practice Leader

DATE: 5/15/2025

**EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #001**

This **SCOPE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The work to be performed by Bolton & Menk, Inc. (CONSULTANT) under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

The project involves the reconstruction of 68<sup>th</sup> Street between University Avenue and School Street. The CONSULTANT will carry out resident construction services. This scope of services is based on the following project assumptions:

#### **Project Assumptions**

- Per contractor's schedule provided at the preconstruction meeting, construction duration is 34 weeks.
- Material testing will be completed by CMT and contracted by the City.

The scope of services to be performed by the CONSULTANT shall be in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:



## **TASK II - RESIDENT CONSULTANT SERVICES**

- A. Construction Administration: Construction administration shall be included for one (1) bid package. The project is anticipated to be City funded and as such shall be required to follow the requirements of the City of Windsor Heights. For budgeting purposes, a maximum of 220 hours is anticipated for construction administration. CONSULTANT will provide the following construction administration activities:
1. Provide supervision and support to resident project representatives.
  2. Convene and preside over weekly construction scheduling meetings during the construction.
  3. Prepare change orders and written directives.
  4. Review, for conformance with design concept only, any shop drawings required to be furnished by the Contractor.
  5. Review any material lists, supplier's lists, or other submittals required to be furnished by the Contractor.
  6. Perform visits to the site at intervals appropriate for the various stages of construction, observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents.
  7. Meet with affected property owners and business owners as required to answer specific questions or to address construction or design related concerns.
  8. Obtain additional information or clarifications from City when required for the proper execution of the work.
  9. Review and make a recommendation on the Contractor's request for partial payments. Such review will be based upon CONSULTANT'S on-site observations and such written documentation as may be available to CONSULTANT at the time of review. Such review will not include verification of unit price contract quantities by physical measurement of individual work items.
- B. Construction Observation: CONSULTANT will provide one full-time on-site representative during the construction of the project. The project is anticipated to be City funded and as such shall be required to follow the requirements of the City of Windsor Heights. For budgeting purposes, it is assumed that the construction period will be thirty-four (34) weeks and that one full-time staff member of the CONSULTANT will be available for the construction observation services on this Project. A maximum of 1,600 hours is anticipated for construction observation. Services consist of the following:
1. Attend weekly construction progress meetings and prepare minutes
  2. Schedule and coordinate construction staking
  3. In coordination with the geotechnical and materials testing company, schedule and coordinate materials testing and maintain reports and documentation of testing performed and associated results
  4. Assist the project engineer with the preparation, review and approval of partial pay requests
  5. Meet with affected property owners, as required, to answer specific questions or to address construction or design related concerns. Resident project representative will be the primary contact person for property owners for addressing construction related concerns and issues.
  6. Serve as engineer's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents
  7. Assist project engineer in serving as City's liaison with contractor
  8. Assist in obtaining additional details or information from City, when required for proper

execution of the work

9. Review of Work, Rejection of Defective Work, Inspections and Tests
10. Report to project engineer when clarifications and interpretations of the Contract Documents are needed and transmit to contractor clarifications and interpretations as issued by project engineer
11. Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to project engineer. Transmit to contractor decisions as issued by project engineer.
12. Maintain Construction Records, including construction correspondence; construction diary; record and documentation of quantities; record of measurements, ties, sketches or other documentation of buried construction items and underground utilities; photographic and video record during construction; materials testing reports and documentation
13. Records library – the resident project representative will work with the project engineer to establish and maintain a library of the records
14. On-site construction representative services do not constitute acceptance or approval of the Contractor's work, nor do they relieve any part of the contractor's responsibility under the construction documents.
15. All materials testing shall be provided by a consultant contracted with the City.

C. Construction Staking

Services consist of the following:

1. Set and/or verify vertical and horizontal control network necessary for accurate construction layout.
2. Perform computations required to set the required survey stakes.
3. Set stakes indicating the position of the pedestrian ramps for final placement.
4. Paving hub stakes indicating the position of the surfaces will be set every 25 feet on the curves and 50 feet on the straight-a-ways; additional stakes will be set indicating the position of the points of curvature, points of tangency, radius points, deflections, high and low points, and transitions.
5. Set offset stakes indicating the position for intakes and manholes.
6. Set offset line references stakes for storm sewer piping between structures at 50-foot stationing and bends.
7. Set offset line reference stakes indicating the positioning for water main piping at and between any valves and fittings.
8. Set offset line reference stakes indicating the location of fire hydrants, valves and fittings.
9. Set stakes indicating the position of one edge of sidewalks at 25' intervals, deflections, beginnings, ends and grade breaks.

D. Construction Closeout, Audit and Record Drawings:

1. The CONSULTANT will conduct an inspection of the project in the company of City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. A punch list will be developed from the inspection and be used to track completion of those items. The CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. A punch list will be developed from the inspection and be used to track completion of those items.
2. The CONSULTANT will prepare record drawings reflecting constructed conditions based on

the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observation. The CONSULTANT shall provide the City with one (1) reproducible copy of the record drawings.

3. CONSULTANT shall provide GPS data for all as-constructed improvements for sanitary sewer and storm sewer. Information collected to include manhole location, invert elevations, and service location locations.
4. The CONSULTANT will update notes, record drawings (if required) and other materials documenting the project construction, and provide materials as required by the City, as final records of the work.

Material testing, plant monitoring, and other testing of materials to be incorporated into the Project including on-site sampling of concrete is not included. It is anticipated these services will be provided by others on behalf of the City of Windsor Heights. The CONSULTANT shall coordinate the frequency and timing of testing on behalf of the City and in coordination with the contractor.

#### ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the CONSULTANT shall furnish or obtain from others the following services:

1. Construction Period Testing Services

## **EXHIBIT B – FEE ATTACHMENT**

This **FEE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

| AMENDMENT (SERVICES AND DELIVERABLES) |                       | Amount    |
|---------------------------------------|-----------------------|-----------|
| Deliverable 1                         | Construction Services | \$350,000 |
| THIS AMENDMENT Sub-Total              |                       | \$350,000 |
| (Less Reduction in Fee -if any)       |                       |           |
| THIS AMENDMENT TOTAL                  |                       | \$350,000 |

| AMENDMENT (IMPACT TO BUDGET)                  |                       |           |
|-----------------------------------------------|-----------------------|-----------|
| ORIGINAL AGREEMENT                            |                       | \$248,000 |
| PREVIOUS AMENDMENTS                           |                       | \$0       |
| AMENDMENT #001 CHANGE                         | Construction Services | \$350,000 |
| NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED |                       | \$598,000 |

2. **SCHEDULE:** Schedule for performance of services will be modified as follows or as set forth in the Agreement, such that all services will be completed by **7/1/2026**.

3. **MAXIMUM FEE.** The Maximum Fee will not exceed: \$598,000.



**STAFF REPORT  
CITY COUNCIL  
May 19, 2025**

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Selling of the American LeFrance Pumper, E551

**GENERAL INFORMATION**

To ensure that we are being fiscally responsible and obtaining the best resale values on retired equipment, Chief Mease has looked into nationwide options to reach a large market for the sale of the E551 Pumper. Two website sale options have come to the forefront, Gov Deals and Garage. Research into Gov Deals has shown to be effective for a wide range of items, but has had limited fire apparatus sales and relatively low resale. Garage specializes in fire service apparatus and equipment, providing a large reach within the fire service community. On the Garage platform, the sale can be set up conventionally or as a auction item. Garage recommended that we post apparatus as a conventional sale at a price of \$50,000, advising that we can negotiate the sale as we see fit. Garage also coordinates all logistic efforts once the sale is complete.

**STAFF RECOMMENDATION**

It is staff recommendation that we utilize the services provided by Garage to sell the American LeFrance pumper.

**ATTACHMENTS**

None



**STAFF REPORT**  
**CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Resolution No. 2025-51 A Resolution Accepting City of Windsor Heights Public Art Plan

**GENERAL INFORMATION**

Attached is the updated Windsor Heights Public Art Plan document incorporating items from City Council and staff feedback.

The finance section has been updated to remove recommendation to utilize the Community Foundation to house donations. After discussion with the Community Foundation, it's been determined for these purposes the Community Foundation would provide limited benefits and that the annual fee structure to utilize the Foundation may exceed average annual donations.

The Public Art Plan recommends requiring qualified developments, commercial projects over a certain threshold, either incorporate public art into their project or be required to contribute to a public art fund. This and establishment of a public art committee are items staff would like further direction from City Council on.

**ATTACHMENTS**

1. Resolution No. 2025-51 A Resolution Accepting City of Windsor Heights Public Art Plan
2. Windsor Heights Public Art Plan 5.13 edits

## Resolution No. 2025-51

### A RESOLUTION ACCEPTING CITY OF WINDSOR HEIGHTS PUBLIC ART PLAN

**WHEREAS**, the City of Windsor Heights recognizes the importance of public art in enhancing community character, promoting cultural expression, and supporting economic and community development; and

**WHEREAS**, the Windsor Heights Public Art Plan (the “Plan”) has been developed with extensive community engagement, including focus groups, individual interviews, and a community-wide survey to ensure the vision reflects the values and aspirations of Windsor Heights residents, businesses, and stakeholders; and

**WHEREAS**, the Plan establishes a comprehensive framework to guide the City’s investments in public art, including a mission and vision for a transformative and equitable Public Art Program, five key program goals, location priorities, funding strategies, and administrative roles; and

**WHEREAS**, the Plan envisions public art as a vital element of civic life, to be integrated into City infrastructure, parks, trails, gateways, and other community spaces through a process that emphasizes diversity, accessibility, and local creative economy support; and

**WHEREAS**, the Plan recommends the formation of a Windsor Heights Public Art Committee, creation of a Public Art Fund, and collaborative processes for selecting, installing, maintaining, and funding artwork in Windsor Heights; and

**WHEREAS**, the City Council finds the Public Art Plan aligns with community priorities and offers a strategic roadmap for implementing impactful and inclusive public art initiatives;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Windsor Heights, Iowa, that:

1. The Windsor Heights Public Art Plan, as presented and attached hereto, is hereby approved and adopted as the guiding policy document for the City's Public Art Program.
2. City staff are authorized to implement the Plan in accordance with its goals, strategies, and procedures, including formation of the Public Art Committee, coordination of public-private partnerships, and pursuit of funding opportunities.
3. The Mayor and City Administrator are hereby authorized to take all actions necessary to carry out the intent of this resolution.

Passed and approved on this 19<sup>th</sup> day of May 2025.

---

Mike Jones, Mayor

Attest: \_\_\_\_\_  
Adam Strait, City Clerk

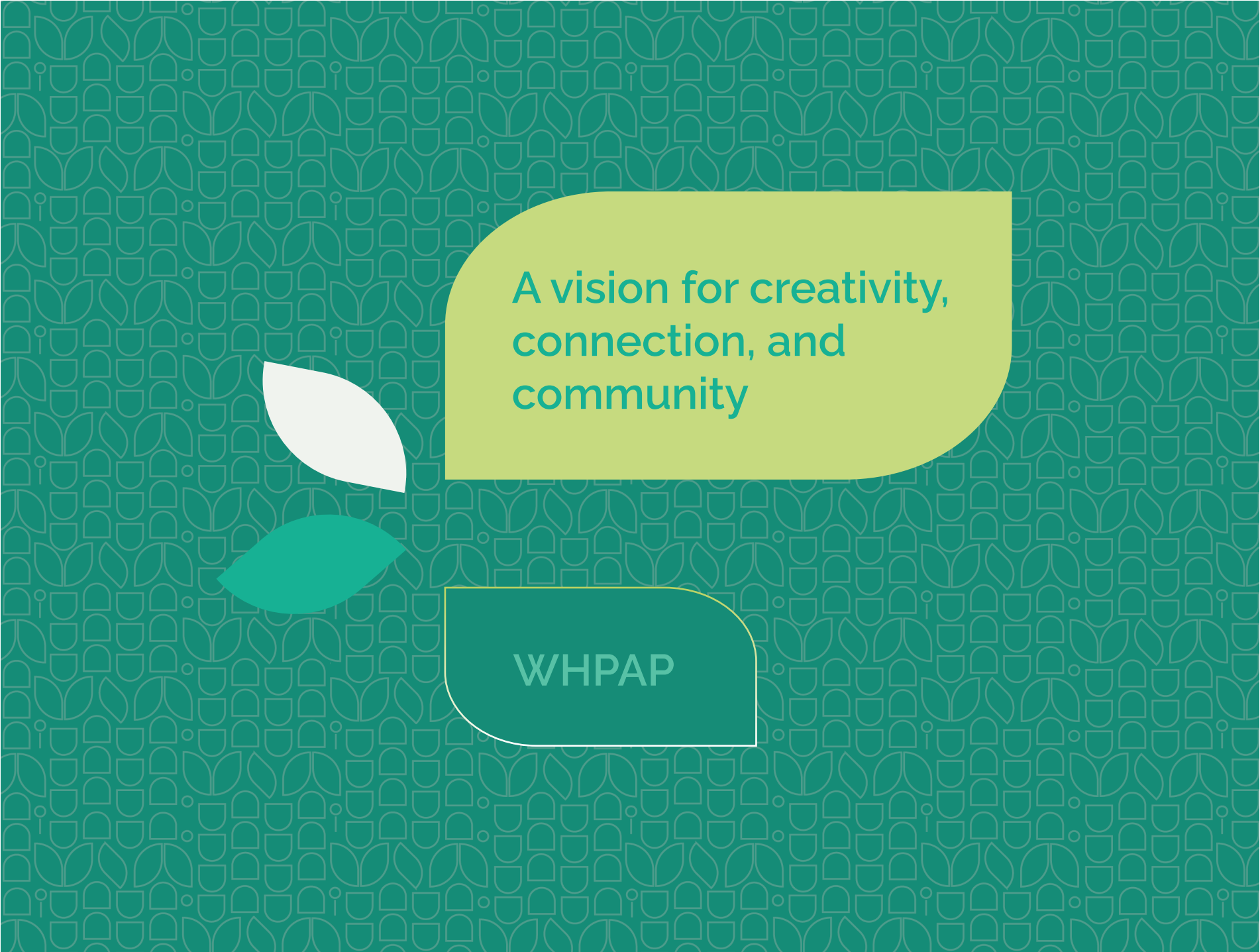


WINDSOR HEIGHTS

# PUBLIC ART PLAN

*Enriching the Heart of it All*





A vision for creativity,  
connection, and  
community

WHPAP



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## Executive Summary

Windsor Heights, Iowa, is a small suburban community located in the Des Moines metropolitan area. Known for its friendly atmosphere and tight-knit neighborhood feel, the city offers a mix of residential charm and convenient access to urban amenities. Windsor Heights is home to Colby Park, which hosts community events and outdoor activities. Its central location and welcoming environment make it an attractive place for families, professionals, and retirees alike.

The Windsor Heights public art plan offers many benefits for the city to enrich its cultural landscape and further the sense of identity and pride among residents. By integrating art into public spaces, cities create vibrant engaging environments that enhance community well-being and attract visitors. This public art plan will also serve as a powerful tool for storytelling, reflecting a city's history, values, and diversity, while promoting dialogue and inclusivity.



## Connection Point

Throughout the discovery process for this public art plan, the idea that Windsor Heights is a connection point was discussed. Windsor Heights is a community that acts as a hub for families and a connector to many other communities. This plan aims to create connections between viewer and art and create new connections that bring the community together and celebrates the unique tapestry of Windsor Heights. The restoration and development of Colby Park as a gathering point, along with the extensive trail system, also were frequently mentioned as opportunities for many people to enjoy and interact with art.



## Community Input

Community input was an important factor to the development and success of this public art plan. Multiple focus groups, individual meetings with citizens, business owners, and elected officials were conducted over a period of time. Additionally, an online survey was also conducted in order to connect with many people throughout the Windsor Heights community. Consultants from Liz Lidgett Gallery in Des Moines, Iowa were hired to conduct the research and develop the Windsor Heights Public Art Plan. A grant from Bravo Greater Des Moines was awarded to the community of Windsor Heights to conduct this research. Additionally, consultants worked to research community plans already in development to further understand Windsor Heights and its opportunities and strengths.

This public art plan is poised to set the stage for public art growth. Once Windsor Heights determined that a guiding document was needed, it was also understood that goals and values would be required for the program to advance. These are strategies and guidelines that include utilizing public art as a vehicle for connection, education, place-making and community building.

Within the plan, there are recommendations for expanding community reach and engaging with citizens and visitors.





# The Purpose of the Public Art Plan:

- Create connection points that maximise the potential for impactful and transformative public art engagement
- Honor the city's cultural fabric and history
- Provide a vision that offers ways to implement placemaking opportunities through elevated projects
- Provide art opportunities that are impartial and accessible
- Outline the Windsor Heights Public Art Program development and funding for the next decade.



*Purpose*



## Program Statement

This Public Art Plan establishes the Windsor Heights Public Art Program's mission, vision, and goals while providing guidance on implementing and maintaining a public art program within the City.



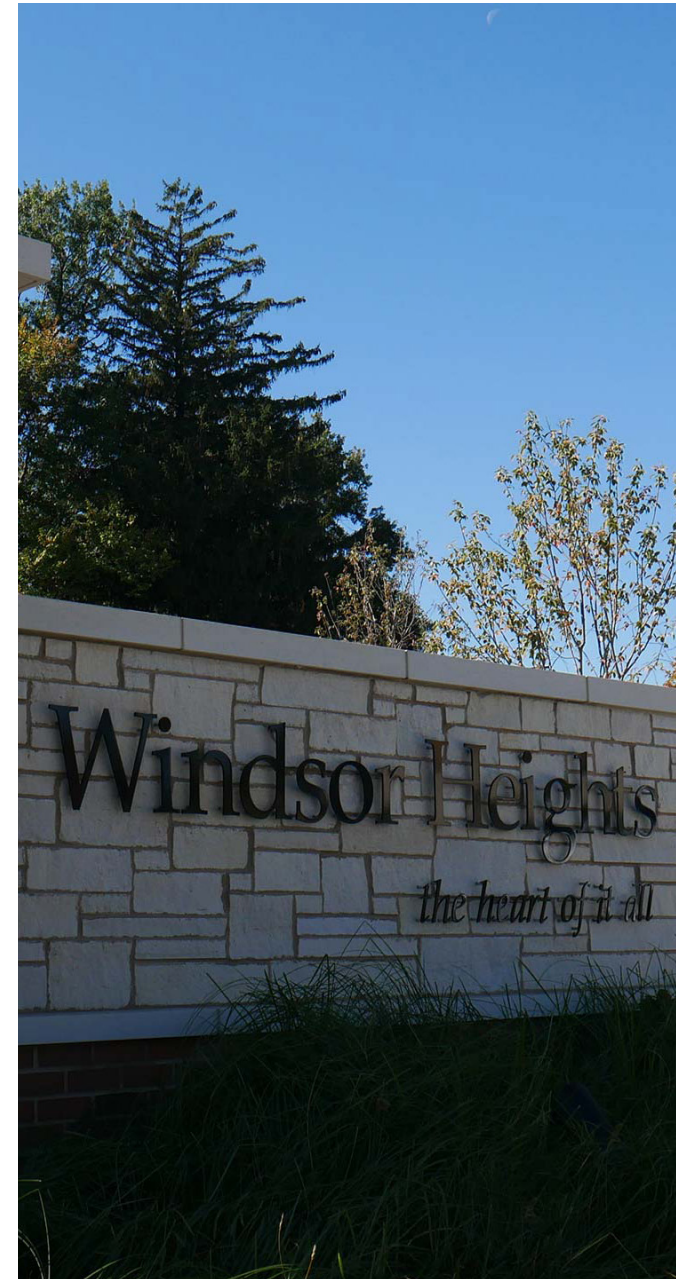
## Mission

To create and operate an inspiring and transformative Public Art Program which develops quality public artwork through an equitable, accessible, and maintainable process.



## Vision

The Public Art Program envisions a community where public art is one aspect of a city where citizens and visitors can experience quality artwork as a part of their daily lives. Public art will be integrated into City initiatives, private development and revitalization efforts.





# Establishes Program Goals

**Goal 1:** Build and Maintain the Windsor Heights Public Art Program

**Goal 2:** Integrate art into infrastructure throughout Windsor Heights

**Goal 3:** Promote the local creative economy

**Goal 4:** Create artwork that provides connection points and is community-centric.

**Goal 5:** Create diverse, equitable, and inclusive artwork.

Working together to  
build the best small  
city in the metro.





The background image shows a public art installation in Windsor Heights. It features a large, light-colored building with a tiled roof, a paved walkway, and a modern, open-sided structure with a flat roof. A green banner with the 'WH' logo is visible on the left. The scene is set in a sunny, outdoor environment with trees and a clear sky. Two stylized leaf shapes, one light green and one lime green, are overlaid on the left side of the image.

## WINDSOR HEIGHTS

*Enriching the Heart of it All*

The City of Windsor Heights is uniquely positioned within the Des Moines metro. As a land-locked suburb the community must think creatively about how to attract and retain businesses, customers, and residents as growth options will be required to be innovative and likely grass-roots efforts. In order to be proactive in learning and planning for the future, the city completed a visioning and data collection process to assist with future planning.



## Recommendations

This public art plan should serve as a strategic framework to guide the creation, placement, and maintenance of art in public spaces. It outlines clear goals and objectives, such as enhancing cultural identity, fostering community engagement, and supporting Iowa artists when possible. The plan identifies key locations where public art can have the greatest impact, such as parks, transportation hubs, trails and highly-trafficked areas, while considering accessibility and inclusivity for all residents and visitors.

Additionally, it establishes processes for funding, selecting artists, and maintaining the artworks over time. This plan also encourages collaboration between artists, community members, and stakeholders to ensure the art resonates with this community it serves.

- Program Development
- Education and Outreach
- Public Art Created Through Development
- Maintenance of the Collection
- Funding Strategies
- Locations and Concentration Areas
  - Extensive Trail System
  - Parks
  - Commercial Business Partnerships
  - Infrastructure locations
  - City Activity Centers

# introduction

## *what is public art?*

Public art is artwork that is created and displayed in public spaces, accessible to everyone. It encompasses a wide range of forms, including sculptures, murals, installations, mosaics, digital art, performances, and even functional elements like artistically designed benches or bridges. Unlike art in private galleries or museums, public art is meant to enhance shared environments such as parks, streets, plazas, and buildings, often reflecting the history, culture, or identity of the community. It can be temporary or permanent and is typically funded by public or private partnerships, civic organizations, or art programs. Public art serves as a catalyst for community engagement, fosters dialogue, beautifies spaces, and contributes to the cultural and aesthetic richness of a location.





# The Reason for Public Art

Public art is artwork that is created and displayed in public spaces, accessible to everyone. It encompasses a wide range of forms, including sculptures, murals, installations, mosaics, digital art, performances, and even functional elements like artistically designed benches or bridges. Unlike art in private galleries or museums, public art is meant to enhance shared environments such as parks, streets, plazas, and buildings, often reflecting the history, culture, or identity of the community. It can be temporary or permanent and is typically funded by public or private partnerships, civic organizations, or art programs. Public art serves as a catalyst for community engagement, fosters dialogue, beautifies spaces, and contributes to the cultural and aesthetic richness of a location.



*Reason*



# This Public Art Plan is:



- A dynamic document intended to guide City staff, any stakeholders and elect officials when planning the city's artistic priorities and initiatives.
- Create a mission and vision for public art throughout Windsor Heights and encourage growth in the area.
- A framework to create beautiful and engaging spaces that invite connection for residents and visitors.
- A resource for the consideration of public art in private development and capital improvements throughout the city.

What  
is it?

## The Process + The Community

Multiple methodologies were used to gather information and feedback from residents, business owners and elected officials throughout Windsor Heights. It was a priority for the consultants Liz Lidgett Gallery and the City staff to hear from a diverse group of residents. Windsor Heights is created from a rich tapestry of people who live in the community and use its services. This process was intended to reach citizens from a variety of backgrounds to create a plan that supports the interests of many to do the most good. Community members who participated in the consultant's planning process identified many opportunities and gave feedback showing the interest in a public art plan.

Community members who participated in the consultant's planning process identified many opportunities and gave feedback showing the interest in a public art plan.



*Process +  
Community*



## *Revealed the following key findings:*

- A combined 88% of respondents to the public art survey said that they loved public art (64.7%) or liked public art (23.5%).
- 84.6% believed that the role of public art is beautification. 75% believe that another role of public art is to bring surprise and delight to a community. 71% believed that an additional role was to support artists. Combined there was also a strong response to promoting community pride and creating community identity. Participants were able to select more than one response and every respondent believed that public art has more than one role in a community.
- The highest response for location was parks and community land. The next was the trail system, and closely trailing those locations were commercial areas on buildings, high visibility areas along the road and unexpected, hidden places. Again participants were able to select more than one response and the majority did.
- It is clear that the respondents aligned with the idea of art throughout the community.
- Murals were the highest response for type of public artwork, followed by sculptures and community art projects.
- “Whimsical” was by far the strongest response for “which style of art speaks to you?”
- One respondent summed up the responses well with this comment. “Public art is extremely important to developing and nurturing a community identity. Windsor Heights is more than “Radar Heights”. It’s a hidden gem suburb of the Des Moines metro – the heart of it all. Small but cozy. A place where you know your neighbors. Conveniently located to everything. WH deserves public art that fosters our community identity!”
- Another respondent said, “I would love to see a variety of new art in our community. Sculptures, murals, and interactive installations would all be valuable. We have a diverse community and new artwork should reflect this through different styles and mediums. Thank you for considering these efforts in our city.”

# goals & strategies

The strategies associated with each goal present a multi-stepped methodology from initiation to implementation. Program steps are, of course, contingent on funding availability and the approvals of building and land owners.



# GOAL ONE



## *Build and Maintain the Windsor Heights Public Art Program*

In order to maintain the program outlined in this document the creation of a Windsor Heights Public Art Committee is recommended. This committee should meet twice a year to outline priority projects that will be implemented by the staff of the City of Windsor Heights in conjunction with any other stakeholders and consultants.

## Strategies

When prioritizing projects to be included in the annual work plan, it is important to consider the following:

- What does this project achieve?
- What does success look for this project?
- Does this project align with the goals and mission of the Public Art Plan?
- Does this project achieve the overarching criteria for excellence?

# GOAL TWO



## *Integrate art into infrastructure throughout Windsor Heights*

Incorporating public art into a city's infrastructure can seamlessly integrate creativity and functionality, enhancing both the aesthetic and practical value of public spaces.

### Strategies

Possible ways to integrate art into the infrastructure include:

1. Artistic Streetscapes
  - Use creative designs for crosswalks, sidewalks, and bike lanes.
  - Install artist-designed streetlights, benches, trash bins, or bike racks.
2. Transit Enhancements
  - Incorporate murals, mosaics, or sculptures in bus stops, and parking garages.
  - Create art wraps for utility boxes.
3. Bridges and Overpasses
  - Design bridges with artistic railings or lighting installations.
  - Use murals or sculptures to transform underpasses into welcoming spaces.

## Goal 2 Strategies Continued

### 4. Parks and Green Spaces

- Include sculptures, fountains, or interactive installations in parks.
- Design play structures or pathways with artistic elements.

### 5. Building Façades

- Incorporate murals, green walls, or art installations on public buildings.
- Use creative architecture or façade lighting to make buildings landmarks.

### 6. Gateway Features

- Install signature sculptures or installations at city entry points.
- Use artistic signage to highlight neighborhoods or districts.

### 7. Functional Infrastructure

- Create art-integrated stormwater systems, like decorative rain gardens or sculptural retention basins.
- Design bridges, walls, and fences with aesthetic appeal.

### 8. Temporary and Rotating Exhibitions

- Host rotating sculptures, installations, or performances in public plazas or streets.
- Use projection mapping for dynamic, temporary displays.

### 9. Community Engagement Projects

- Engage local artists and residents in creating public art that reflects the community's identity.
- Use participatory projects, such as mosaic walls or painted tiles, to involve citizens.

### 10. Smart Technology Integration

- Incorporate interactive digital displays or augmented reality experiences that blend art and innovation.
- Use solar-powered installations or kinetic sculptures to merge art with sustainability.



# GOAL THREE



## *Promote the local creative economy*

A driving force throughout the feedback from residents and business owners was the desire to work with local, state-wide and regional artists. Windsor Heights can become known as a creative, open-minded and diverse neighborhood while welcoming artists and creatives.

## Strategies

- Establish a call for artist evaluation criteria that prioritizes local and regional artists.
- Partner with local and regional arts organizations on public art and placemaking grants and projects that support local artists in advancing their careers while also supporting the art in Windsor Heights.
- Leverage existing arts organizations as hubs of creative activity.
- Identify arts-driven businesses and developers for creative economic development.
- Once multiple pieces of public art have been placed, create an art walk program that invites local artists and artisan groups to temporarily display existing pieces while inviting residents and visitors to explore works of public art.

# GOAL FOUR



*Create artwork that provides connection points and is community-centric.*

The idea of Windsor Heights as a hub or connection point for various parts of the city both by its location and trail system was also addressed several times during the discovery process. Additionally, the idea of art as a connection point for residents and visitors with each other but also new ways of thinking, new ideas, and new art.

## Strategies

Potential types of artwork to focus on that promote engagement and connection include:

1. Murals and Street Art
  - Large-scale, colorful murals often captivate viewers and invite selfies or photos.
  - Community-created murals foster a sense of ownership and pride.
2. Interactive Installations
  - Art pieces that allow people to touch, climb, or manipulate components.
  - Examples include swings, kinetic sculptures, or puzzle-like structures.
3. Projection Mapping and Digital Art
  - Dynamic light shows or digital projections on buildings or landscapes.
  - Augmented reality experiences accessible via smartphones.

## Goal 4 Strategies Continued

### 4. Performance-Based Art

- Flash mobs, street theater, or musical performances in public spaces.
- These ephemeral events create memorable, shared experiences.

### 5. Participatory Art

- Projects where the public contributes, such as writing wishes on a wall, painting tiles, or adding personal stories to a collective installation.
- Examples include chalkboard walls or “Before I Die” installations.

### 6. Functional Art

- Artistic benches, bike racks, or fountains that serve practical purposes.
- People engage with these daily, making art a part of their routine.

### 7. Immersive Environments

- Spaces transformed into whimsical, artistic worlds like art gardens, labyrinths, or tunnels covered in artwork.

- Examples include light-filled tunnels or rooms filled with colorful installations.

### 8. Sound Art

- Installations that produce music or soundscapes, such as wind chimes, sound sculptures, or motion-triggered audio.

### 9. Environmental Art

- Works integrated into nature, like earthworks, living sculptures, or artistic pathways.
- Examples include garden installations or eco-friendly structures.

### 10. Street or Sidewalk Art

- 3D chalk drawings, painted crosswalks, or pavement games like hopscotch.
- These create playful, unexpected encounters in everyday spaces.

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## Goal 4 Strategies Continued

### 11. Temporary and Rotating Art

- Pop-up installations, art festivals, or changing exhibits that create novelty and anticipation.
- Examples include art on shipping containers or seasonal displays.

### 12. Nature-based art

- Art that integrates natural elements such as trees, plants, rocks, or water features.
- Examples include living walls, tree carvings, sculptures made from natural materials, or artistic rain gardens that combine beauty with ecological function.



# GOAL FIVE



## *Create diverse, equitable, and inclusive artwork.*

Creating diverse, equitable, and inclusive public artwork involves intentional planning and collaboration to ensure the art reflects and serves the entire community.

By embedding diversity, equity, and inclusion at every stage of the process, public art becomes a shared resource that strengthens the community and fosters belonging for all.

## Strategies

1. Engage Diverse Voices
  - Involve artists, designers, and stakeholders from various cultural, ethnic, and socioeconomic backgrounds.
  - Host community listening sessions to understand the values and stories of underrepresented groups.
2. Highlight Local Histories and Cultures
  - Create artworks that celebrate the history, heritage, and traditions of marginalized or historically overlooked communities.
  - Include storytelling elements that reflect diverse narratives.
3. Prioritize Accessibility
  - Ensure art is accessible to people with disabilities by considering physical, sensory, and cognitive needs.

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## Goal 5 Strategies Continued

- Incorporate braille descriptions, tactile features, and audio components where possible.
4. Use Multilingual Elements
    - Include text or signage in multiple languages spoken within the community to enhance inclusivity and engagement.
  5. Collaborate with Community Members
    - Invite community members to co-create artworks through workshops, participatory design, or collaborative installations.
    - Work with local schools, cultural organizations, and advocacy groups.
  6. Diversify Funding and Selection Processes
    - Establish equitable artist selection processes that provide opportunities for emerging and underrepresented artists.
    - Offer grants, residencies, or commissions specifically for minority or underfunded groups.
  7. Celebrate Diversity in Themes and Materials
    - Use themes that resonate with varied cultures, beliefs, and identities.
    - Incorporate traditional techniques, patterns, or materials significant to specific groups.
  8. Create Safe and Inclusive Spaces
    - Ensure public art projects provide welcoming environments for all, avoiding locations tied to historical or social exclusion.
    - Use art to reclaim and reimagine spaces for marginalized communities.
  9. Use Metrics for Inclusion
    - Evaluate the reach and impact of public art by gathering feedback from diverse groups.
    - Continuously improve based on community input to ensure inclusivity evolves over time.

# location priorities

The following locations are chosen from discussions with City staff, residents, and business owners. This is not a complete list of locations where public art can reside but rather the priority locations where art will bring maximum outcomes for the Public Art Plan goals.



## Location: 6857 University Ave.

Type: Mural

Notes: Large wall with high traffic that passes it each day. Accessible by car and foot for photography and viewing. Could be extended to the boards under the awnings as seen in the photo below. Could be done in one or two phases.



Mural





## Location: 63rd and University

Type: Sculpture (3D element that can be static or interactive).

Notes: This location is a high traffic area specifically for cars. There is a higher elevation that makes it easier to see. Currently also a large Windsor Heights sign that is also on the corner.



*Sculpture*



# Location: Colby Park

Type: Multiple opportunities of murals and sculpture elements

Notes: Colby Park is a high traffic location with a variety of events and activities for gathering. An important location for both residents and visitors.



Murals & Sculptures



*Proposed artistic bridge being considered at Colby Park by Bridges of Iowa*





# Location: 70th and University, in Casey's easement

Type: A sculpture

Notes: This location is a high traffic area specifically for cars. There is an easement of land that is owned by the City for a location near the corner.



*Sculpture*





## Location: Circle Structure at 66th and University

Type: A sculpture

Notes: This location is also a high traffic area specifically for cars. Would create an art destination with the mural across the street on the building. Would need to be made with Windsor Heights Beautiful plantings in mind.



*Sculpture*



## Location: Trail path through Windsor Heights

Type: A sculpture

Notes: There are multiple locations along the trail path. The first location priority along the trail would be the access near Buffalo Rd.



*Sculpture*



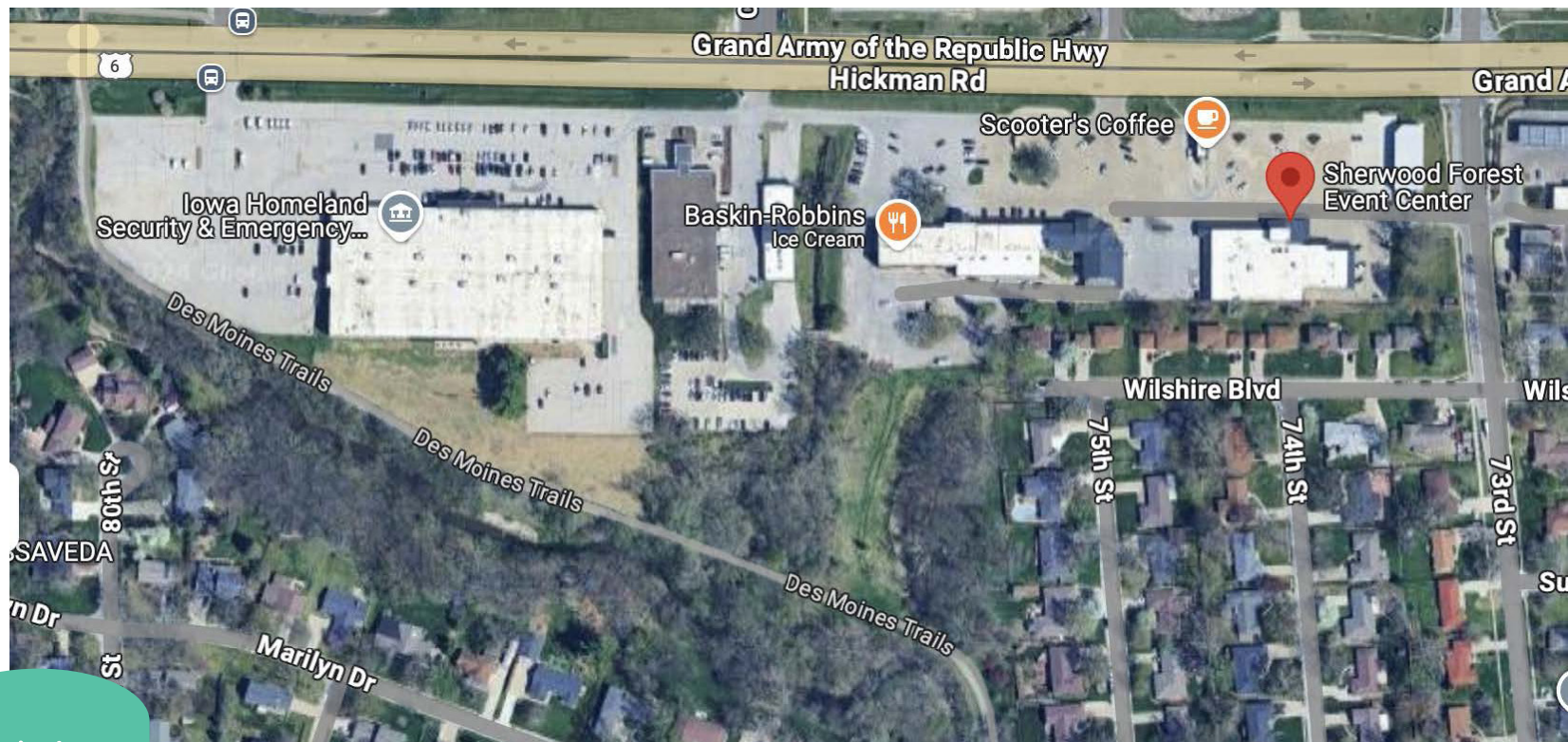


# Location: Behind the Sherwood Forest development, former Eagle Scout Project

Type: Sculpture or natural work

Notes: The trail system cuts through the land so there people coming through the location.

Formerly an Eagle Scout Project to restore it to natural prairie. Large open area to be used.



Sculpture





## Location: Sherwood Forest Location (Visible from street)

Type: A sculpture

Notes: This is a high-traffic area for the city with open areas that would not block the right of way.



*Sculpture*





## Location: Lions Park

Type: Sculpture or mural

Notes: This is a pocket park tucked behind the Windsor Heights Public Safety building. A gazebo had resided in the park for many years but was removed in 2017 due to deterioration. Named in the Windsor Heights 2020 Park Plan.



Mural or  
Sculpture



## Location: Infrastructure points throughout the city

Type: Sculptural or designs created in conjunction with artists for items that could include anything from DART stations, bike racks, and signage.

Notes: Art can be seamlessly incorporated into a city's infrastructure by transforming functional elements like bridges, sidewalks, and transit hubs into visually engaging, creative spaces. From murals on retaining walls to sculptural bike racks and artist-designed street furniture, public art can enhance the urban landscape while reflecting the community's identity. These artistic integrations not only beautify the city but also foster pride, inclusivity, and a deeper connection to shared spaces.



*Sculpture  
& more*

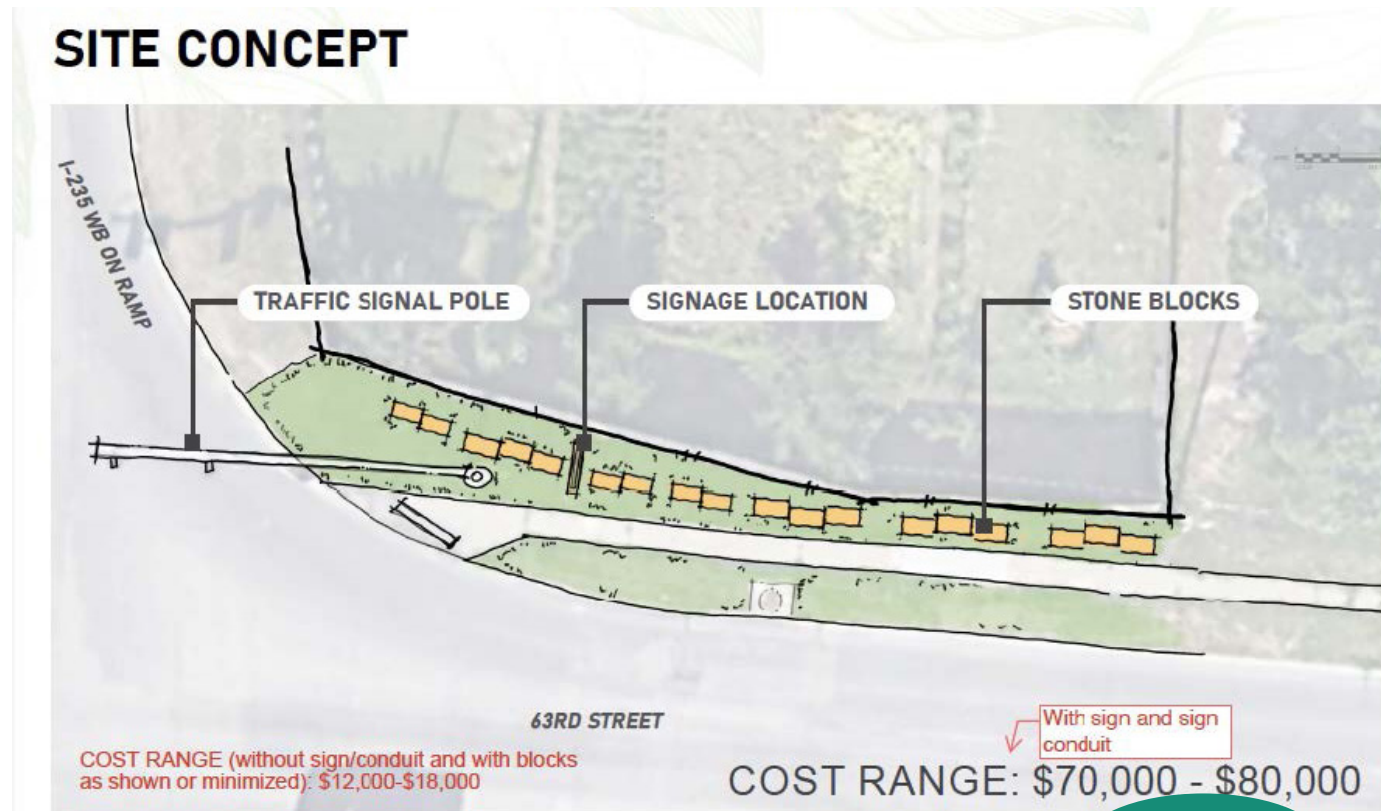




# Location: Interstate Exit Barrier (63rd and Lamar Pl.)

Type: Mural or sculpture near any potential limestone rocks

Notes: A retaining wall and sign are being erected near the 63rd St. exit of 235 and an artwork element can be used on or near the wall and sign.



*Mural or Sculpture*



## Location: College Drive Bridge

Type: Mural

Notes: A mural along the bridge would add interest and energy to the pathway.



*Mural*

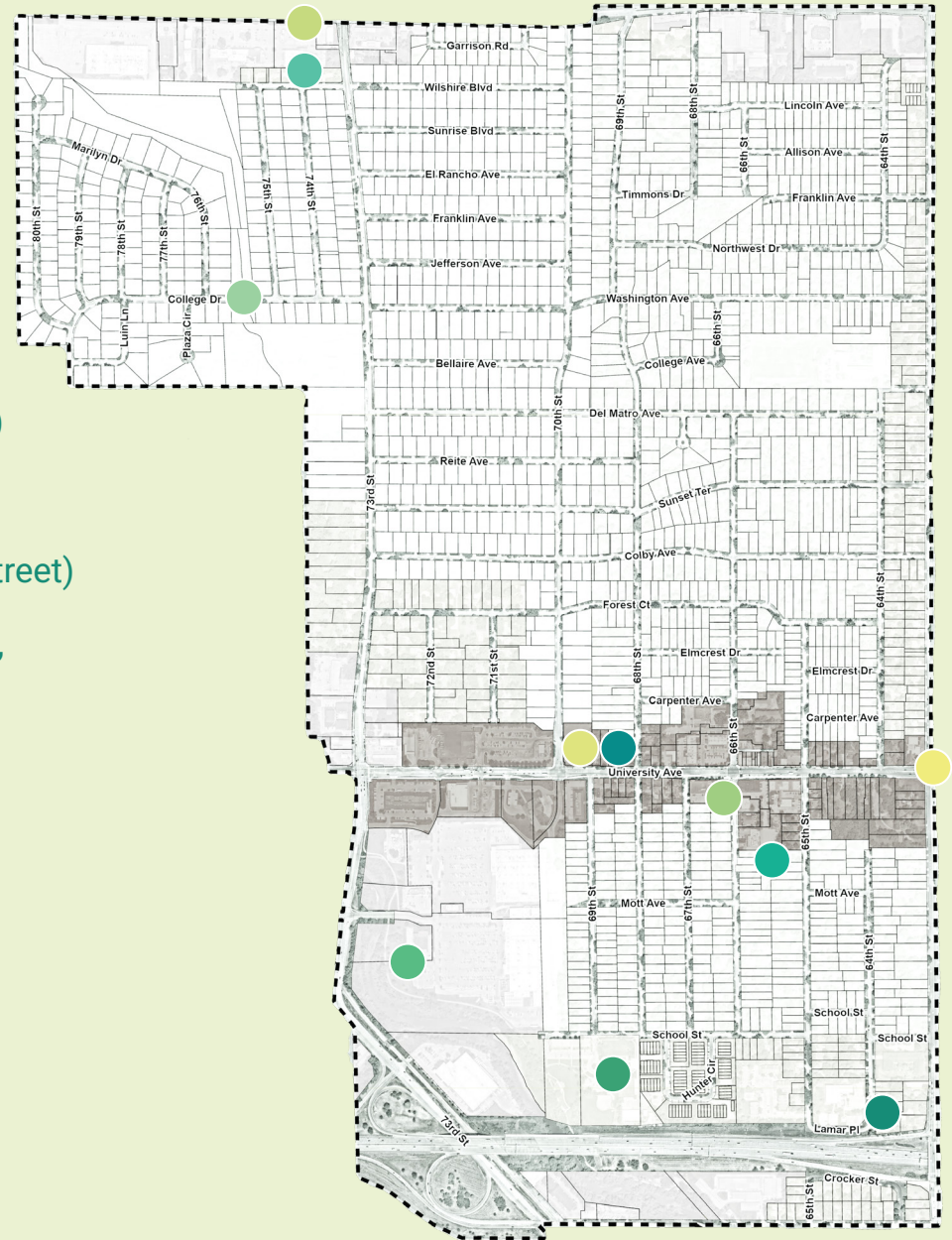


# Map of Windsor Heights

## Priority art locations

(not including Infrastructure points throughout the city)

-  Interstate Exit Barrier (63rd and Lamar Pl.)
-  Lions Park
-  Sherwood Forest Location (Visible from street)
-  Behind the Sherwood Forest development, former Eagle Scout Project
-  6857 University Ave.
-  Trail path through Windsor Heights
-  Circle Structure at 66th and University
-  70th and University, in Casey's easement
-  63rd and University
-  Colby Park
-  College Drive Bridge



# funding

Funding for the Windsor Heights Public Art Plan should come from diverse sources to maximize opportunities. The City should create a Public Art Fund that can receive funding from these diverse sources as well from the City itself.



# Public Art Funding:

It is recommended that the following methods be used to establish a public art fund for future projects. The Public Art Fund should be utilized to acquire and maintain public art and creative placemaking opportunities for the Windsor Heights Public Art collection. Each piece of artwork would need to meet the criteria outlined herein.

- all funds will be held with the city internally and earmarked for Public Art.



## *Usage:*

- The design, acquisition, installation, maintenance and insurance of temporary and public artwork and any artwork displays needed by the City.
- Art education programs for the community conducted on City property. This should be limited to no more than five percent of the fund's annual budget.
- Administrative costs related to either of the preceding purposes. This should be limited to no more than ten percent of the fund's annual budget.
- No Public Art Fund funds may be used for projects outside of the scope of this plan or allocated to other City Departments for use on projects other than public art.
- The Windsor Heights Public Art program will utilize funds from the Public Art Fund in a manner that fosters fiscal responsibility and sustainability and supports the stability of the program over time.

## *Funding:*

- Eligible developers building in the Windsor Heights city limits should plan to use a percentage of their building overall budget towards public art. 1% of the budget if they plan to coordinate the artwork themselves or .5% if they plan to distribute direct money to the Public Art Fund.
- Windsor Heights Public Art Staff will make efforts to leverage funds for matching grants and other opportunities to maximize the impact and stability of the fund over time.
- It is recommended that Windsor Heights will allocate 5% each year of the annual Cultural and Recreation budget for the City.
- At least 85% of the allocated 5% of Cultural and Recreation funds, along with any donations received, be placed in an art reserve program to work towards funding installations. The other 15% being the education and admin costs operating fund.
- Additionally, it is recommended that funds from the Urban Renewal Plan are used when art is placed along the corridor.

## *Grants:*

- Public art, in collaboration with applicable City departments or community partners, should seek grants to help fund projects that support the goals, strategies and measures outlined in the Windsor Heights Public Art Plan.

## *Private Funding:*

- The City should seek funding from individuals, corporations, foundations, or other organizations to support the acquisition or implementation of public art programming and any activities necessary to maintain those programs.
- If a fund is made with the Community Foundation, it is a tax-deductible donation for individuals.



Additional elements that will be included in the next draft once feedback has been received about the initial goals set forth.



# program administration & roles

The Windsor Heights Public Art program will be absorbed under the current staffing and administration of the City. Consultants will be hired to manage additional duties specific to the acquisition of art when possible. Additionally, a Public Art Committee will be established consisting of members who are residents, business owners, and City staff.

# City & City Council Roles:

## *City:*

- Maintain relationship and communication with the Public Art Committee (PAC). Updating them on City Staff and news, issues, requests, and changes. Liaises between the PAC, other City departments and consultant.
- Organizing and facilitating PAC meetings
- Working with legal to prepare and negotiate contracts
- Convening necessary City staff for technical reviews of art proposals when needed
- Coordinating installations with Consultant and Artists and City departments
- Managing the City's public art catalog, including maintenance and conservation of City-owned public artwork
- Oversee the review of works being considered for deaccession or re-siting
- Ensure all City public art policies and procedures are followed.
- Submit an annual budget work plan to the PAC that included recommendations to the City Manager and Council regarding

public art acquisitions, placement, relocation, and deaccession, public art donations, revisions to Public Art Plan and administrative guidelines.

- Maintenance schedule created
- Art locations and mapping
- Community feedback and serve as a point of contact for inquiries about public art from members of the public.

## *City Council:*

- Reviews and makes the final decision on whether to approve and adopt the Windsor Heights Public Art Plan
- Approves all permanent public art on City-owned property purchased with City funds.
- Approves all permanent public art donation
- Approves the deaccession of works of art
- Approves annual City budget that includes Public Art Funds and other applicable allocations to support the Public Art Plan.

# Consultant & Public Art Committee Roles:

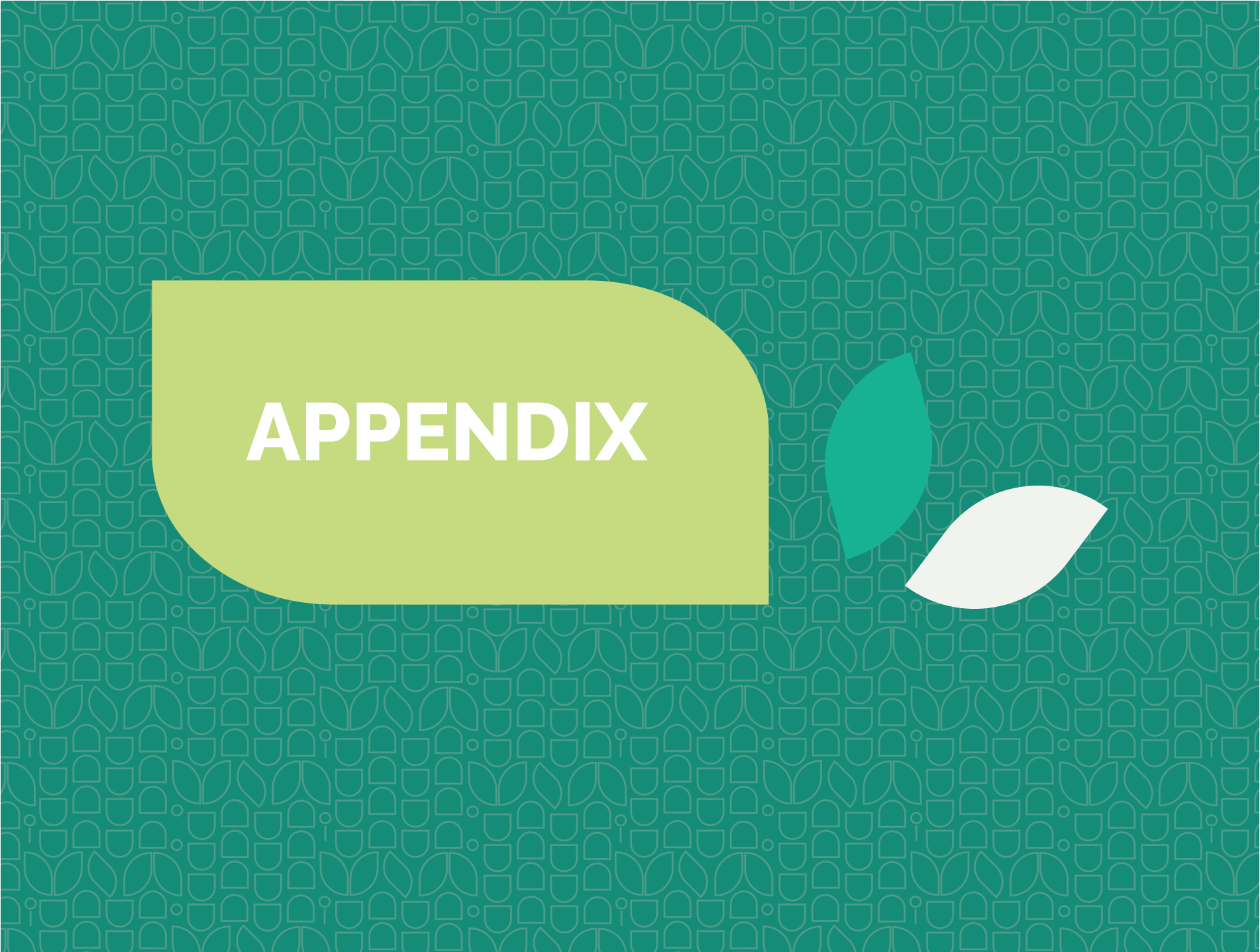
## *Consultant:*

- Manage all aspects of commissioning, purchasing, installing and deaccessioning works of art in collaboration with City staff and the PAC. This includes, but is not limited to:
- Project plans for approval
- Managing all Request for Qualifications (RFQs) and Request for Proposals (RFPs) processes for commissioning public art
- Organizing artist responses
- Assist in writing necessary grant applications and managing grant awards to support the mission of the Windsor Heights Public Art Plan.

## *Public Art Committee:*

The PAC consists of 10-15 members appointed by the City Council, with one acting as chair.

- Responsibilities include:
- Review and recommend the Windsor Heights Public Art Plan and any periodic revisions to procedure and guidelines for implementation.
- Analyze new locations and the priority list to create an annual work plan and budget recommended to the City Administrator and City Council.
- Participate in the selection of artists and art pieces through representation on ad hoc art selection panels led by Consultant.
- Meet two times a year to review and make recommendations to the City Administrator and Consultant.



# APPENDIX



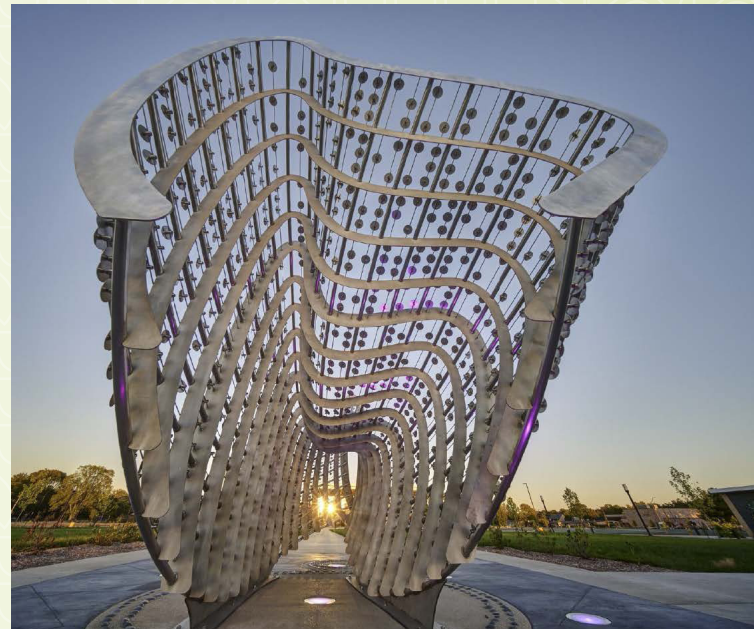


## Examples of Local Area Artwork

In order to understand how to budget for future projects, the following three examples show works of different materials, engagement levels, and artists. These projects can give a sense of what to expect within the framework of 2020-2025 pricing, knowing that each year material costs fluctuate. These examples are meant to be a starting point for budget planning, not definitive examples.

### *Johnston Town Center*

- Year completed: 2021
- Artist and title: Reinaldo Correa Studio
- Size: approximately 20' tall by 15' wide
- Completed cost: \$200,000





## *RoCA Mural*

- Year completed: 2024
- Artist and title: Drew Etienne and Thomas Agran
- Size: 40' feet tall by 125' wide.
- Completed cost: \$50,000



## *Drake University, Griff replica*

- Year completed: 2020
- Artist and title: Chris Bennett
- Size: With pedestal 6' tall and 3' wide.
- Completed cost: \$50,000



# RECOMMENDED PROCESSES FOR THE PUBLIC ART PROGRAM

## *Considerations for Commissioning Public Art*

### 1. Create a project scope

a. The initial step for commissioning public art is to develop a project scope. This scope should include the full overview of the proposed art project and state the intended outcomes to use as a reference point. The project scope should be completed with the City staff and Consultant to ensure that it is following the Public Art Plan and working within the vision and mission of Windsor Heights.

#### b. The project scope includes:

- Location
- Budget and Funding Sources
- Goals
- Artist scope for the RFP/RFQ
- Artist Eligibility (if a residency is required, etc.)
- Artist Selection Criteria
- Schedule
- Artist Selection Committee named
- Community Engagement elements, marketing

### 2. RFP/RFQ Created and Publicized

a. Based on the project scope an RFP or RFQ will need to be created.

- An RFQ or Request for Qualifications will ask the artists to show past examples of their work.
- An RFP or Request for Proposals will ask the artists for a design for the project, along with the examples of the work. In specific cases a stipend can be offered if the designs are being solicited or for the finalists.
- The RFP or RFQ process can be an open-call or closed-call based on the budget, eligibility for the artists, and the schedule.
- In the RFP or RFQ the following elements are needed: (see further in the Appendix for a RFP example.)
  - Project Summary and Description
  - Art Goals or Criteria
  - Deadline and preferred way to submit applications
  - Site Location Information
  - Budget
  - Artist Eligibility
  - Application Requirements such as images needed, etc.
  - Project Timeline
  - Sources for Additional Information
  - Deadline for questions when applicable

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### 3. Review Artist Applications and Select Finalists

- a. The art selection panel will review the applications with the Consultant. During that time they will first review the RFP and goals for the project. Then artwork images and applications will be reviewed to select either the winner or finalists.

### 4. Community Engagement

- a. Once a finalist is chosen, as the project design is being created and then finalized, meetings with stakeholders may be appropriate. Additionally, media interviews, workshops with residents or students, or an open house may be appropriate as well.

### 5. Create Artist Agreement

- a. Once the selection panel makes its final recommendation, the design will need to be approved by the City staff and City Council. Once approved, an artist agreement will need to be created between Windsor Heights and the artist(s).

### 6. Consult and City Monitor Final Design and Fabrication

- a. Once design approvals have been received and an agreement has been signed and put into place, the City and Consultant will disperse payments in accordance

to the schedule and work created by the artist.

- b. The Consultant will continue to work with the artist during the fabrication process to ensure that the schedule is on track between all parties.

### 7. Oversee Installation and Conclude the Project

- a. Once the artwork has been fabricated, if that is needed off-site, the Consultant will work with both the City and the artist to ensure a smooth installation process. If the work is a sculpture or 3-D element, there will need to be prep work completed beforehand. If the work is a mural, there may also be prep work, but most likely fabrication is not required beforehand.
- b. Once the artwork is installed, the City and Consultant will inspect the final work. Additionally, a maintenance plan will be created with the Artist to ensure that the work is properly cared for.

## *Considerations for Purchasing Existing Art*

In specific instances, a piece of artwork that already exists and is not site-specific may be appropriate to purchase from an artist or gallery.

1. Develop a Project Scope
  - a. Include the same elements outlined in the Process for Commissioning Public Art section above.
2. Establish Selection Committee
  - a. This includes the same process as above.
3. Invite Artists or Galleries to share work
  - a. Through a formal or informal process, the Consultant will reach out to artists, private collections, galleries and curators to have them submit images and information about existing and available artwork for purchase.
  - b. Information submitted from these entities should be:
    - Images
    - Dimensions
    - Price
    - “Hidden” costs such as shipping information, installation information, and maintenance costs.
    - Select the Art

- The art selectional panel should review the artwork in a similar manner to the commissioning process. The consultant will lead the meeting with reviewing all of the submitted artwork and show the variances in cost, etc.
- Purchase artwork and installation
  - The Consultant will work with the City to purchase the artwork and have the site prepped, and installed. In some cases, art handlers or installers outside of the artist may need to be hired and that should be reflected in the overall budget.

## *Considerations for Accepting Donated Artwork*

In specific instances, a piece of artwork that already exists and is not site-specific may be appropriate to purchase from an artist or gallery.





## Plan for Maintenance

Establish a maintenance plan to preserve the artwork's integrity over time. Consider the following:

- **Material Assessment:** Identify the materials used and their specific care requirements.
- **Environmental Factors:** Assess the impact of weather, pollution, and other environmental conditions on the artwork.
- **Inspection Schedule:** Create a routine for regular inspections to identify damage or wear early.
- **Cleaning Guidelines:** Develop appropriate cleaning protocols, including approved methods and materials.
- **Repair Procedures:** Plan for professional repairs in case of damage, ensuring consistency with the original design.
- **Vandalism Response:** Establish a strategy for addressing vandalism, including graffiti removal and security enhancements.
- **Funding for Upkeep:** Allocate a portion of the budget for ongoing maintenance and unexpected repairs.
- **Community Involvement:** Encourage local stewardship through volunteer programs or partnerships with local organizations.

# Proposal Sample

## REQUEST FOR PROPOSAL (EXAMPLE)

### PROJECT OVERVIEW

Artwork design for a public mural to be created on an exterior wall of the Community Foundation of Greater Des Moines (CFGDM). The wall for the mural is on the east facing wall of the new addition of the CFGDM expanded campus currently under construction. Estimation of wall is 20' tall by 140' wide. - Estimation of mural is 15-20' tall x 100' long.

### DEADLINE

Friday, December 30 at 5:00pm to [hello@lizlidgett.com](mailto:hello@lizlidgett.com)

### DESCRIPTION

- Location: 1910 Ingersoll Ave. Des Moines, IA, 50312 on the CFGDM campus building, alongside the east-facing wall.
- Objective: This mural is being commissioned and funded by the Community Foundation of Greater Des Moines (CFGDM) in memory of Monroe Colston. The design should capture the mission and vision of the Community Foundation and the spirit of Monroe Colston. Additional background information is included on the following pages.

### TIMELINE

- Deadline for proposals: Friday, December 30 at 5:00 pm
- January: RFP review, artist finalists chosen.
- January/February: Finalists asked to create design for \$500 design stipend. Design selected and meet with Liz Lidgett to go over sketch, information from the client, timeline and budget, interviews with finalists if needed.
- Weather dependent (May/June): Mural completed

### PAYMENT

\$25,000—50% to be paid upon starting and 50% within 2 weeks of completion of the mural. This fee includes materials and artist fee. A lift will be provided to the artist.  
\$500 stipend to any artist finalists.

### TO APPLY

- Email a .PDF to [hello@lizlidgett.com](mailto:hello@lizlidgett.com) including the following information:
  - Your name, phone number, email, and 2 references with contact info
  - A page including artwork photographs and descriptions of your past work, including any mural or large scale work if applicable.
    - A brief bio about you as an artist and your process.
    - A completed sketch will be asked of the artist finalists, with a stipend paid to each finalist for their time.

### Current photo of wall (November 2022)



# Proposal Sample

## BACKGROUND

**About the Community Foundation of Greater Des Moines:** For over 50 years the Community Foundation has shaped the story of our community by working alongside countless partners to invest in critical needs and exciting opportunities to make Greater Des Moines greater. The Community Foundation's leadership, grantmaking and collaborations welcome new ideas and approaches to solve problems, inspire action and build a vibrant community.

At the core of the Community Foundation is the belief that we are better when we work together.

**Grantmaking Impact:** Through strategic Leadership Grants, funded by the [Better Together Fund](#), the Community Foundation provides significant funding to projects that strengthen Greater Des Moines by addressing community trends and opportunities. To learn more about recent Leadership Grants, [click here](#).

The Community Foundation's fingerprints can be seen across the Greater Des Moines community. Community assets like Gray's Lake, the Evelyn K. Davis Center for Working Families, the Blank Park Zoo, 80/35 Music Festival, Water Works Park's amenities, and more have been supported by the Community Foundation. Grantmaking also supports critical community services addressing issues like food insecurity, mental health, education and affordable housing. View a list of projects that have been supported through Community Foundation grantmaking [here](#).

**Community Leadership:** We are a planner, convener and catalyst to address the pressing needs and promising opportunities in our community. We develop partnerships and pool resources with others to create real and sustainable change to make our community not only better together, but better forever. [Click here](#) to watch our Connections with Kristi Knous video series and learn more about our community leadership work.

**About Monroe Colston:** Monroe Colston was a visionary business leader, a champion for civil rights and the first president of the Community Foundation of Greater Des Moines. Prior to his tenure at the Community Foundation, Monroe served as an executive leader at the Des Moines Chamber of Commerce (now the Greater Des Moines Partnership) and was the real estate commissioner for the State of Iowa. He also served the U.S. Army, the Boy Scouts of America and the U.S. Postal service.

Paving the way for people of color in Iowa, Monroe's family became the first Black family to purchase a home in Urbandale in 1964. He was the founder of Blacks in Management, Inc. and served on numerous boards and commissions, including the Mercy Medical Center Board, Bankers Trust Board (the first African American so elected), Federal Home Loan Bank of Des Moines, the Iowa Lottery Board, Human Services Coordinating Board, Rotary Club of Des Moines, National Alliance of Business, NAACP and the Brain Trust to the Congressional Black Caucus.

Monroe was a consummate gentleman. He was a gentle, yet effective community leader. He respected others and he strongly believed in standing up for what he believed in, even if he was the only one standing, and he encouraged others to do the same. He valued bringing all voices to the table and making connections that led to greater understanding and valuing different perspectives. He was known for bringing differing factions to the together and getting them to work together for a common cause. He knew the world needed to be a better place, and he truly believed he could make it just that through his influence. Learn more about Monroe Colston here: <https://dsmmagazine.com/remembering-monroe-colston/>.

Monroe passed away at the age of 77 in 2011.

His many achievements and accolades include:

- Kappa Man of the Year – 1978
- Who's Who in Black America recognition – 1979
- The first recipient of the Iowa United Negro College Fund's highest honor, the Frederick D. Patterson Award, for long and continuous service to the UNCF – 1989
- Iowa Minority Advocate Award – 1991
- Established the American Institute of Business Monroe Colston Minority Scholarship Fund – 1991
- President of Rotary Club of Des Moines – 1992
- Received the Distinguished Alumni Award from Texas College in Tyler, Texas (UNCF school) – 1993
- Black Child Development Service Award for Youth – 1999
- A. Arthur Davis Community Service Award – 1999
- Iowa African American Hall of Fame Inductee – 2007
- Des Moines Business Record Sage Over 70 – 2011
- Served as a consultant to the U.S. Justice Department during the 1970's and early 1980's as a Conflict Resolution Specialist
- Recipient of the Mary Louise Smith Human Rights Award from the Des Moines Civil and Human Rights Commission



WINDSOR  
HEIGHTS  
the heart of it all

W  
H

Windsor Heights

*the heart of it all*

Adam Plagge, City Administrator for Windsor Heights | [aplagge@windsorheights.org](mailto:aplagge@windsorheights.org)





**STAFF REPORT**  
**CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Resolution No. 2025-37 - A Resolution Authorizing the Amendment to the Intergovernmental Agreement Between Windsor Heights and Greater Des Moines Convention & Visitors Bureau and Supplement Agreement Amendment

**GENERAL INFORMATION**

**Background**

The City of Windsor Heights, along with 13 other Des Moines metro government entities, partners with Greater Des Moines Convention and Visitors Bureau (CVB) Greater Des Moines, Inc. for promotion of tourism and convention activities in the greater Des Moines area. Funding for the CVB is primarily derived through hotel/motel tax revenues that each community receives in accordance with Chapter 4236A of Code of Iowa.

A 28E Agreement, established in 2002 outlines the arranged payment to CVB specifies that 2/7ths (approximately 28.57%) of Windsor Heights' collected hotel/motel tax revenue be directed to the CVB.

In 2023, the City of Windsor Heights signed a supplemental agreement with the CVB guaranteeing payment of \$1,500 annually as a non-hotel participant community. Recent H/M revenue and the funding formula have resulted in payments in excess of \$1,500 annually due to Airbnb revenues. Barring significant revenue changes, payments to the CVB will continue to exceed \$1,500 annually.

**Proposed Amendment**

Due to recent changes in Iowa's property tax system, notably the limitations on property tax revenue growth established by House File 718, cities participating in the CVB 28E Agreement have been exploring cost-saving measures. As a result, a proposal has been introduced to amend the existing agreements with CVB, reducing the allocation from 28.57% to 25% of the collected hotel/motel tax revenue. This adjustment would allow cities to retain a slightly larger share of their hotel/motel tax revenue, if desired, providing enhanced flexibility to fund local cultural,

economic development, and recreational initiatives while continuing to maintain support for regional cultural efforts through CVB.

#### **Fiscal Year 2024 Revenue**

For Fiscal Year 2024, Windsor Heights collected a total of **\$16,326** in hotel/motel tax revenue. Following the terms of the existing 28E Agreement, 2/7ths of this amount — totaling **\$4,664** — is allocated to CVB.

#### **Regional and Local Approval**

The City of Ankeny, Johnston, Altoona, Des Moines and Urbandale have approved this revised 28E agreement. It is anticipated that the amended 28E agreement will be presented to other participating cities for approval during May and June 2025.

#### **Updated Staff Recommendation**

Approve the amended 28E Agreement and a revised Supplement Agreement Amendment, affirming the City of Windsor Heights' intent to continue with a 2/7th contribution with the CVB.

#### **ATTACHMENTS**

1. Resolution No. 2025-37 A Resolution Authorizing Amendment to DSM CVB 28E
2. Proposed 2025 Amendment to 28E Agreement-CVB Final
3. 2023 GDMCVB Supplement
4. Proposed 2025 Amendment to GDMCVB Supplement

**RESOLUTION 2025-37**

**RESOLUTION AUTHORIZING THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT, MADE PURSUANT TO IOWA CODE-CHAPTER 28E, BETWEEN THE CITY OF WINDSOR HEIGHTS, IOWA AND GREATER DES MOINES CONVENTION & VISITORS BUREAU FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES IN THE GREATER DES MOINES AREA AND AMENDMENT TO THE SUPPLEMENT AGREEMENT**

**WHEREAS**, Greater Des Moines Convention & Visitors Bureau an Iowa not-for-profit corporation, is organized for the purpose of marketing the Greater Des Moines area as a visitor destination, increasing economic growth and enhancing the visitor experience; and

**WHEREAS**, the City of Windsor Heights is part of a 28E Agreement with Greater Des Moines Convention & Visitors Bureau; and

**WHEREAS**, the City of Windsor Heights entered into a 2023 supplement agreement with Greater Des Moines Convention and Visitors Bureau.

**WHEREAS**, the City of Windsor Heights values its partnerships with local organizations that provide essential services and contribute to the quality of life for its residents; and

**WHEREAS**, the enactment of HF 718 by the Iowa State Legislature imposes limitations on the amount of property tax revenue that municipalities, including the City of Windsor Heights, are permitted to collect; and

**WHEREAS**, this aforementioned state law necessitates a comprehensive review and potential adjustment of the City's budget, expenditures, and financial commitments to ensure continued fiscal responsibility and the sustainable provision of City services; and

**WHEREAS**, the City Council deems it necessary and in the best interest of the City of Windsor Heights and its residents to adjust the percentage of designated hotel/motel tax revenue allocated to Greater Des Moines Convention & Visitors Bureau to align with current fiscal conditions and modify the Agreement accordingly.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Windsor Heights, Iowa that the Mayor or their designee is authorized to execute the proposed Amendment to the Intergovernmental 28E Agreement and Supplement Agreement Amendment with Greater Des Moines Convention & Visitors Bureau as presented.

**PASSED AND APPROVED** this 19th day of May, 2025.

---

Mike Jones, Mayor

ATTEST:

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Adam Strait, City Clerk

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES  
IN THE GREATER DES MOINES AREA

This AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES IN THE GREATER DES MOINES AREA (this “Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and among the CITY OF ALTOONA, IOWA, the CITY OF ANKENY, IOWA, the CITY OF CLIVE, IOWA, the CITY OF DES MOINES, IOWA, the CITY OF GRIMES, IOWA, the CITY OF JOHNSTON, IOWA, the CITY OF PLEASANT HILL, IOWA, the CITY OF URBANDALE, IOWA, the CITY OF WEST DES MOINES, IOWA, the CITY OF WINDSOR HEIGHTS, IOWA, (collectively, the “Municipalities”) and the COUNTY OF POLK, IOWA (the “County”).

WHEREAS, each of the Municipalities and the County is a party to that certain Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area entered into and pursuant to the provisions of Chapter 28E of the Code of Iowa, and filed of record in Polk County, Iowa, on May 13, 1985, at Book 5452, Page 479, as subsequently amended from time to time (the “Agreement”); and

WHEREAS, each of the Municipalities and the County desire to amend the provisions of the Agreement regarding the payment to the Greater Des Moines Convention and Visitors Bureau, Inc. (“CVB”).

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties to this Amendment agree as follows, notwithstanding any provisions of the Agreement:

1. Section IV of the Agreement is amended to read in its entirety as follows:

The purpose of this agreement is to facilitate and support increased promotion of tourism and convention activities in the greater Des Moines, Iowa metropolitan area through the joint allocation of approximately 25% of the 7% Hotel-Motel tax to be imposed (subject to voter approval) by each of the Governments to the Greater Des Moines convention and visitors Bureau, Inc., an Iowa nonprofit corporation (the “CVB”).

2. Section VII(B) of the Agreement is amended to read in its entirety as follows:

Notwithstanding Article III of the Agreement, beginning on the date this Amendment is adopted by the governing bodies of the member Governments, each Government agrees to pay directly to the CVB 25% of its Hotel-Motel Tax Revenues for use by the CVB in the promotion of tourism and convention activities in the Greater Des Moines, Iowa area throughout the initial term of this agreement and throughout all extensions of this Agreement, subject to the provisions of paragraph C of this Article VII. Such

payments shall be made to the CVB within 30 days of the receipt by such government of each remittance made by the Treasurer of the State of Iowa to such government from the local transient guest tax fund in accordance with the provisions of chapter 423A of the Code of Iowa, 2023 or similar successor provisions, and the rules promulgated by the director of the Iowa Department of Revenue thereunder, or similar provisions. Each government shall be obligated to pay such sums to the CVB out of its general fund only to the extent that Hotel-Motel Tax Revenues have been credited to such general fund.

3. Except as specifically amended hereby, the Agreement shall continue in full force and effect.
4. This Amendment is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. The parties hereto shall cause this Agreement to be filed with the Secretary of State of Iowa in an electronic format in accordance with the provisions of Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the undersigned Municipalities and County have executed this Amendment.

City of Altoona, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Altoona, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of Ankeny, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor  
Mayor and City Clerk, respectively, of the City of Ankeny, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of Bondurant, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Bondurant, Iowa.

\_\_\_\_\_  
Signature of Notary Public



City of Clive, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Clive, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of Des Moines, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Des Moines, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of Grimes, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Grimes, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of Indianola, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF WARREN

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Indianola, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of Johnston, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Johnston, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of Norwalk, Iowa

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

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

Mayor

ATTEST:

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

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

City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Norwalk, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of Pleasant Hill, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Pleasant Hill, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of Polk City, Iowa

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

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

Mayor

ATTEST:

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

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

City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Polk City, Iowa.

\_\_\_\_\_  
Signature of Notary Public



City of Urbandale, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as as Mayor  
and City Clerk, respectively, of the City of Urbandale, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of West Des Moines, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of West Des Moines, Iowa.

\_\_\_\_\_  
Signature of Notary Public

City of Windsor Heights, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as Mayor and  
City Clerk, respectively, of the City of Windsor Heights, Iowa.

\_\_\_\_\_  
Signature of Notary Public

County of Polk County, Iowa

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_, respectively, of the Polk County, Iowa.

\_\_\_\_\_  
Signature of Notary Public

AGREEMENT FOR NON-HOTEL CITES AND  
GREATER DES MOINES CONVENTION & VISITORS BUREAU

This agreement is made and entered into on this 18<sup>th</sup> day of September, 2023, (the "Execution Date") by and between the City of Windsor Heights and Greater Des Moines Convention & Visitors Bureau (GDMCVB), an Iowa not-for-profit corporation. The Agreement shall be effective with respect to commitments beginning July 1, 2023.(the "Effective Date").

That inasmuch as GDMCVB is organized for the purpose of marketing the region as a visitor destination to increase economic growth and enhance the visitor experience.

That the City of Windsor Heights has as a goal the unification and coordination of monies for the use of marketing the region for tourism by the GDMCVB. The City of Windsor Heights is committed to the reasonable stewardship of monies for the marketing of the region for tourism purposes.

That the City of Windsor Heights and GDMCVB agree as follows:

DEFINITIONS

- (1) "Hotel/Motel Tax" means a tax imposed in accordance with Chapter 423A of the Code of Iowa, or similar successor provisions.
- (2) "Hotel/Motel Tax Revenues" means the funds remitted to the City of Windsor Heights by the Treasurer of the State of Iowa from the local Transient Guest Tax Fund in accordance with provisions of Chapter 423A of the Code of Iowa, and the rules promulgated by the Director of the Iowa Department of Revenue thereunder, or similar successor provisions, representing the proceeds collected by the State of Iowa from the Hotel/Motel Tax imposed by the City of Windsor Heights.

The City of Windsor Heights does hereby agree to the following:

- (1) The City of Windsor Heights has approved and enacted legislation that enables the City to collect Hotel/Motel Tax, whether or not the City has hotels within their city limits.
- (2) The City of Windsor Heights has approved, by council vote, to pay the GDMCVB 2/7ths of Hotel/Motel Tax Revenues, once this tax is collected.
- (3) The City of Windsor Heights agrees to pay the GDMCVB the greater of 2/7ths of the Hotel/Motel Tax Revenues or \$1500.00.

## PAYMENTS

The GDMCVB shall invoice the City of Windsor Heights 30 days prior to payment becoming past due.

Payments shall be made to the GDMCVB in one of the following manners:

- (1) If paying \$1500, payment will be made on each June 30.
- (2) If paying 2/7ths of the Hotel/Motel Tax, payment will be made in quarterly installments, paid no later than 30 days following the date on which the City receives the quarterly remittance of Hotel/Motel Tax Revenues for the prior fiscal quarter.

## BENEFITS

Benefits provided to the City of Windsor Heights shall include those listed on Attachment A.

## GDMCVB BOARD REPRESENTATION

THE City of Windsor Heights shall have a non-voting seat on the Board of Directors until such future time when the City of Windsor Heights has hotels within its boundaries and becomes a fully participating member of the GDMCVB by entering into the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area. At that time, the City of Windsor Heights shall have a voting seat on the Board of Directors.

GREATER DES MOINES CONVENTION

AND VISITORS BUREAU

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



CITY OF Windsor Heights

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



Attest: \_\_\_\_\_



**AMENDMENT TO AGREEMENT FOR NON-HOTEL CITIES AND GREATER  
DES MOINES CONVENTION & VISITORS BUREAU**

THIS AMENDMENT TO AGREEMENT FOR NON-HOTEL CITIES (the "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of Windsor Heights (the "City") and Greater Des Moines Convention & Visitors Bureau (GDMCVB), an Iowa not-for-profit corporation.

**WITNESSETH:**

WHEREAS, on or about September 18, 2023 the Parties entered into an Agreement for Non-Hotel Cities and Greater Des Moines Convention & Visitors Bureau (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the City agreed to pay GDMCVB the greater of 2/7<sup>th</sup> of its Hotel/Motel Tax Revenues or \$1,500.00; and

WHEREAS, the member participants of the GDMCVB, by Amendment to Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area dated \_\_\_\_\_, 2025 (the "28E Amendment"), have agreed to reduce the required percentage of Hotel/Motel Tax Revenues paid to GDMCVB to 25% instead of 2/7<sup>th</sup>; and

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The City of Windsor Heights does hereby agree to the following:

The City of Windsor Heights has approved, by council vote, the 28E Amendment as all member participants are bound by one agreement. However, the City agrees to pay the GDMCVB 2/7<sup>th</sup> of its Hotel/Motel Tax Revenues once this tax is collected, rather than 25% as set forth in the 28E Amendment, thereby meeting and exceeding the requirement of the 28E, as amended.

The City of Windsor Heights agrees to pay the GDMCVB the greater of 2/7<sup>th</sup> of the Hotel/Motel Tax Revenues or \$1,500.00.

2. Payments:

Payments shall be made to the GDMCVB in one of the following manners:

If paying \$1,500, payment will be made on each June 30.

If paying 2/7<sup>th</sup> of the Hotel Motel Tax, payment will be made within 30 days of receipt of payment from the Treasurer of the State of Iowa.

3. Modifications. Except as modified by the terms of this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Greater Des Moines Convention and  
Visitors Bureau

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

Its: \_\_\_\_\_

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

City of Windsor Heights

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

Its: \_\_\_\_\_

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





**STAFF REPORT  
CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Mayor, Council Reports and Committee Updates, and Administration Reports

**GENERAL INFORMATION**

**ATTACHMENTS**

None



**STAFF REPORT  
CITY COUNCIL**  
May 19, 2025

TO: CITY COUNCIL

FROM: Pete Roth

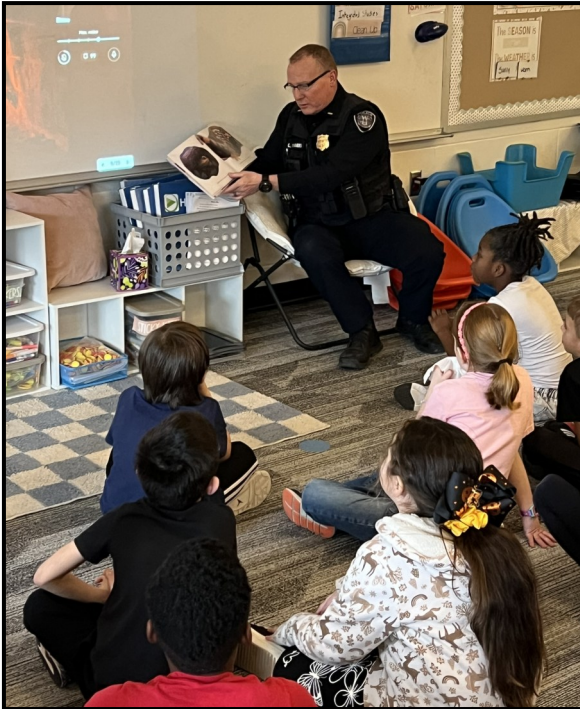
SUBJECT: Police Q1 Report

**GENERAL INFORMATION**

**ATTACHMENTS**

1. PD Quarter 1 Report 2025

# WINDSOR HEIGHTS POLICE DEPARTMENT



## Read Across America

On March 7, Lt. Norris (pictured above), reads a book to second graders at Clive Learning Academy for the National Read Across America on March 4 (see page 2 for further details).



## Eagle "Rescue"

On March 6, Officers Nissen and Pleiness responded to a house in the 1500 Block of 66th Street for a report of a potentially injured bald eagle (pictured). With the assistance of residents, Polk County Conservation, and Iowa Bird Rehabilitation, the eagle was successfully caught and transported by Iowa Bird Rehabilitation for evaluation and treatment.

## 1st Quarter Report January—March, 2025

### Contents

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| Statistics .....      | 3 |
| Training/Incidents... | 4 |

### Work Anniversaries

|                                   |          |
|-----------------------------------|----------|
| Ryan Bowers, December 29.....     | 8 years  |
| Kyle Johnson, January 2.....      | 7 years  |
| Matt Palmer, January 5.....       | 10 years |
| Mark Davison, January 18.....     | 9 years  |
| Catherine Pleiness, March 10..... | 1 year   |
| Tammy Breese, March 26.....       | 18 years |



## PD Updates

In January, a \$1,000 grant was awarded to the PD through the Iowa Communities Assurance Pool (ICAP). The grant was used to help offset the department's use of the Lexipol Policy System that implemented many risk management procedures and best practices. Thank you to Lt. Irlbeck for his work on applying for the grant.

On January 15, Officer Ryan Bowers (pictured below) received the Law Enforcement Professional of the Year presented by the West Des Moines Elks Lodge. Great job Ryan!

On February 6, Lt. Irlbeck attended an event, hosted by DMPD at the Franklin Junior High School with the Latino community to address the current concerns of the community. Officers from various departments were present to meet community members and talk about best practices for interactions with police officers.

The Windsor Heights Public Safety Awards Dinner was held on February 13 at the Sherwood Forest Events Center. Officer Mark Davison (pictured below) was selected as the

2024 Officer of the Year! This honor is awarded through a department vote. Congratulations Mark!

WHPD will be one of the first agencies in the state to participate in the State of Iowa's new Alcohol Compliance Program. This is similar to the department's involvement in the I-Pledge program checking on tobacco compliance, but will focus on alcohol.

On March 7, Lts. Norris and Irlbeck, Detective Johnson, and Officer Nissen participated in the National Read Across America at Clive Learning Academy (pictured on page 1). According to the organization, the program "launched in 1998 by the National Education Association (NEA) and guided by a committee of educators, NEA's Read Across America is the nation's largest celebration of reading. This year-round program focuses on motivating children and teens to read through events, partnerships, and reading resources that are about everyone, for everyone."

## WHPD Staff Recognition



Officer Bowers (pictured left) receives the West Des Moines Elks Lodge No. 2752 award for the 2024 Law Enforcement Professional of the Year. This award is presented annually to an officer from each of the metro area agencies.



Officer Davison (pictured right) received the 2024 Officer of the Year Award.

Congratulations to Officers Davison and Bowers!



## At-a-Glance: Monthly Statistics

### January

Calls for Service: 702

Incident Reports: 75

Supplemental Reports: 39

Traffic Warnings: 32

Crash Reports: 18

OWI Charges: 3

### February

Calls for Service: 618

Incident Reports: 64

Supplemental Reports: 27

Traffic Warnings: 44

Crash Reports: 21

OWI Charges: 3

### March

Calls for Service: 713

Incident Reports: 94

Supplemental Reports: 37

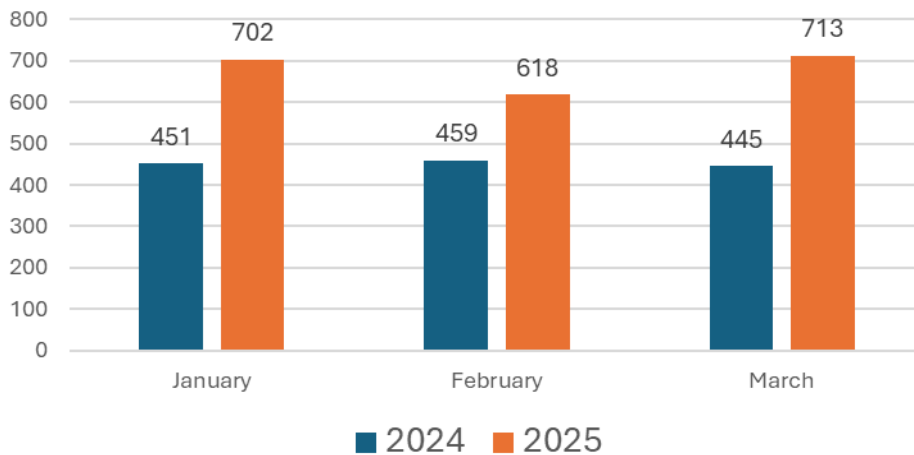
Traffic Warnings: 46

Crash Reports: 22

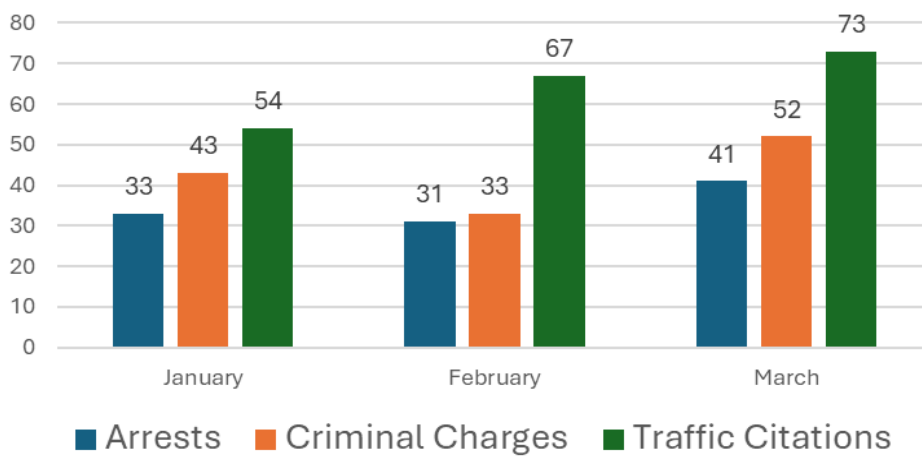
OWI Charges: 2

Q1 2025 Page 3

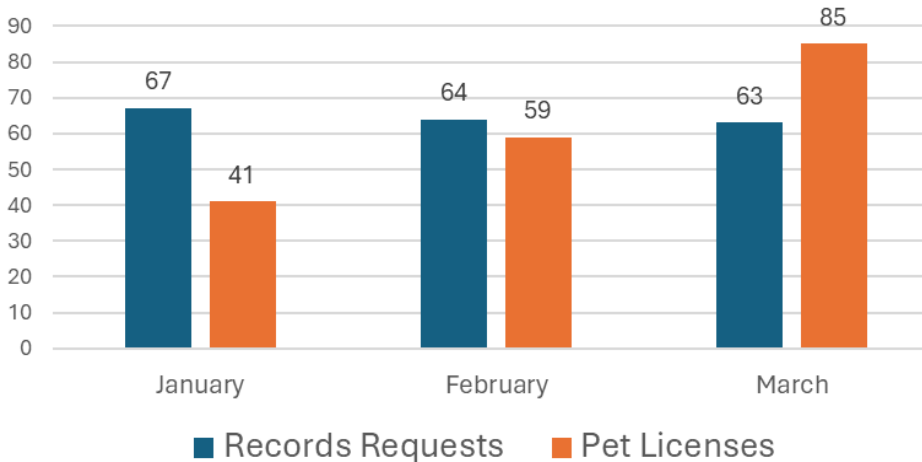
### Calls For Service 2025



### 2025 Totals



### Records Requests and Pet Licenses 2025





## Training January to March, 2025

Elder Financial Exploitation

Critical Incident Training for  
Mental & Behavioral Health

De-escalation Principles

Human Trafficking

Emergency Event Planning/  
Flood Response

## Training & Incidents

On January 8, officers responded to Hy-Vee Fast & Fresh on a report of a driver who appeared to be passed out at a gas pump. After an investigation, officers arrested the driver for drug violations and conducted an OWI investigation. Several different variants of opiates were located during the incident.

On January 10, officers recovered a reported stolen vehicle out of Des Moines. The driver was arrested and the car turned over to DMPD.

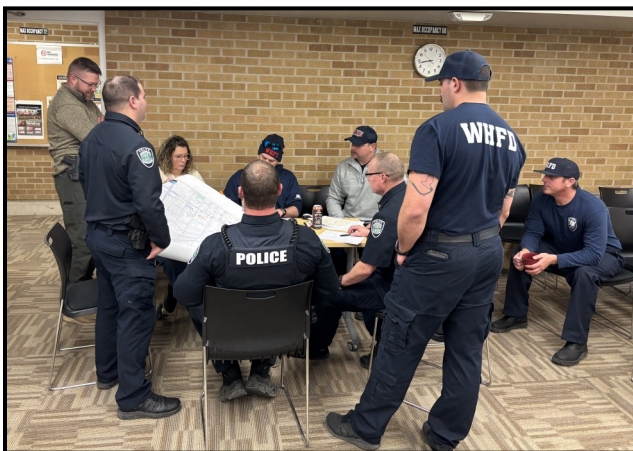
Chief Roth and Lt. Irlbeck completed a 40-hour course for Critical Incident Team (CIT) training during the week of February 3-7. This course was hosted at the WDM PD and focused on responding to persons in crisis incidents.

On February 24-25, Lt. Norris and Det. Johnson attended the Iowa Peace Officers Association (IPOA) Training Conference in Altoona. The conference covered various topics including officer safety, employee wellness, investigating major cases, and implicit bias.

On March 12, Lt. Irlbeck attended a training with the Polk County Attorney's Office focused on domestic violence reporting, firearms, and forfeiture. He also began working on an update project with Westcom.

On March 13, Lt. Irlbeck attended the bi-annual TraCS Conference hosted by the Iowa DOT in Ames.

Officers made three drug delivery/distribution arrests over the course of four days in February.



Flood training table top exercise on March 4, in the Council Chambers. Fire and Police personnel (above) and Public Works staff (right) are working on scenarios provided by the trainer.

Investigators worked on several intricate fraud cases. Multiple subpoenas and search warrants were issued in order to obtain further information. This serves as a good reminder to be careful when clicking on links embedded in emails and text messages.

