



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, August 5, 2024 - 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. **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.
4. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
 - A. Approve Minutes of the Regular Council Meeting on July 1, 2024
 - B. Approve Financial Reports
 - C. Approve Liquor License - Hy-Vee Market Cafe - 7101 University Ave
 - D. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Change Order 2
 - E. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 2
 - F. Approve 2023 Colby Park Improvements Pay Request 6
 - G. Approve 2023 Colby Park Improvements Pay Request 7
 - H. Approve Public Works Purchase of Air Compressor
 - I. Approve Purchase Of Salt Shed Roof
5. **Action Items:**
 - A. Consideration of Awarding Salt Shed Improvements Project to JC Midwest Services, LLC, for the total base bid amount of \$106,220.62 (One Hundred Six Thousand, Two-Hundred Twenty Dollars and Sixty-Two Cents)
 - B. Consideration of Forest Court Mill And Overlay Design Contract

The agenda was posted on the official bulletin boards, posted to 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.



- C. Consideration of Liquor License - Super Quick Mart - 7690 Hickman Rd
- D. Discussion of Wellmark Set the Pace Challenge Grant
- E. Discussion of Temporary Sign Ordinances
- F. Consideration of the 1st Reading of Ordinance No. 2024-06 - An Ordinance Amending Chapter 156, Revising Subsection 102.11.6 To Section 156.04, Of The Code Of Ordinances For The City Of Windsor Heights, With Regard To Enforcement Procedures For Rental Housing
- G. Consideration of the 3rd Reading of Ordinance No. 2024-05 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, By Adding Chapter 182, Vacant Property Registration; and to Adopt and Publish
- H. Consideration of City Administrator Evaluation Process

6. **Reports:**

- A. Mayor, Council Reports and Committee Updates, and Administration Reports
 - i Mayor's Report
 - ii Police Chief Report
 - iii Fire Chief Report
 - iv Q2 Code Enforcement Report

7. **Closed Session** Per Iowa Code §21.51(j): to Discuss the Purchase of Particular Real Estate Only Where Premature Disclosure Could be Reasonably Expected to Increase the Price the Governmental Body Would have to Pay for that Property. The Minutes and Tape Recording of a Session Closed Under this Paragraph Shall be Available for Public Examination when the Transaction Discussed is Completed

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9. **Adjourn**

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City of Windsor Heights Regular Business Meeting Minutes
Monday, July 1, 2024 - 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. Council members present: Susan Skeries, Joseph Jones, Michael Libbie, Lauren Campbell, and Threase Harms. Staff present: City Administrator Adam Plagge, City Clerk Adam Strait, City Attorney Erin Clanton, Public Works Director Jason Roberts, Public Works Supervisor Andy Larson, Police Chief Pete Roth, Fire Chief Jim Mease, City Engineer Justin Ernst.

2. Approval of the Agenda

Motion by Threase Harms to APPROVE. Seconded by Joseph Jones . 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.

Jenn Cross - 1040 67th Street - Spoke about pool ordinance concerns with a neighbor.

Ricki King - 950 66th Street - Spoke about her recent travel to Windsor Heights Sister City Kofu, Japan as the City's Sister City representative.

Julie Erhard - 1029 68th St - Spoke about 68th Street planned reconstruction regarding sidewalks and Nights in the Heights.

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

Motion by None to APPROVE. Seconded by None. Motion passed 5-0.

A. Approve Minutes of the Regular Council Meeting on June 17, 2024

B. Approve Financial Reports

C. Approve Liquor License - Thirsty Pigs LLC - 6900 School Street

D. Approve Liquor License - Little Brother - 6587 University Ave

E. Approve 68th Street Reconstruction Pay Request 8

F. Approve Resolution No. 2024-43 A Resolution Approving FY24 IPAIT Transfers

G. Approve Resolution No. 2024-44 A Resolution Consenting to Assignment of The Windsor Development Agreement Payments

H. Approve Resolution No. 2024-45 A Resolution Approving FY24 IPAIT Bond Fund Transfers

I. Approve Resolution No. 2024-46 - Approving and Updating the Fee Schedule

J. Approve Resolution No.2024-50 - A Resolution: (1) Setting Requirements For The Disposal Of Certain Property Located Within The Windsor Heights Consolidated Urban Renewal Area; (2) Determining That The Proposal Submitted By A Developer Satisfies The Requirements And Declaring The Intent Of The City To Accept The Proposal Proposed, In The Event That No

Competing Proposals Are Submitted; And (3) Soliciting Competing Proposals

5. **Action Items:**

A. Consideration of CEC Solar Bids

Adam Plagge spoke about the item's background and noted the plan is to begin work in the next few months. Susie Skeries asked if it would affect the anticipated completion date of this year's Colby Park construction, which Adam confirmed it would not. Motion by Threase Harms to APPROVE Awarding 1Source Solar, LLC (Ankeny, IA) for the base bid amount of \$110,980.00. Seconded by Joseph Jones . Motion passed 5-0.

B. Consideration of Resolution 2024-47 - A Resolution Approving the Future Land Use Map and Future Land Use Designation Definitions within the Comprehensive Plan for the City of Windsor Heights

Trey Rouse presented the item's background. Motion by Threase Harms to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

C. Consideration of Resolution 2024-48 - A Resolution Approving the Zoning Map for the City of Windsor Heights

Trey Rouse presented the item's background. Motion by Michael Libbie to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

D. Consideration of Resolution No. 2024-49 - A Resolution Approving the Site Plan for a Salt Shed at 6800 School Street

Trey Rouse presented the item's background. Motion by Threase Harms to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

E. Consideration of Managed IT Provider RFP

Adam Plagge presented the item. Susan Skeries asked about the goal of the RFP. Adam stated that due to staffing changes with the current provider and City staff, as well as not reviewing pricing in a while, it provided an opportunity to put out the RFP to ensure quality service and pricing. Threase Harms stated it was talked about during the last Finance and Personnel Committee meeting and it was recommended to move forward. Motion by Threase Harms to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

F. Consideration of Updated Employee Handbook

Erin Clanton presented the item and highlighted the three areas of rewrites; Code of Ethics, Non-Fraterization, and Alcohol and Drug Testing. Susan Skeries asked about Candidates for Office section which states "employees" filing to run for office and would like to mirror neighboring cities and state "full-time employees", allowing employees not considered full-time to run for Windsor Heights City Council. Susan also stated since Windsor Heights is a smaller city that she did not want to limit the number of potential candidates. Erin stated it is legal to add that clarification as it is more policy related as well as perception related. Erin was asked her legal recommendation, and it would be to leave as is. Council majority agreed to follow the recommendation. Susan questioned if under Political Activities if it is clear if employees would be allowed to run for office in their own cities, not Windsor Heights. Lauren asked Erin if the policy would allow someone to seek office outside of Windsor Heights. Erin confirmed it does allow it, but if they would run in Windsor Heights, it would require a leave. Susan asked if the clarification could be explicitly stated. It was agreed to be added. Susan Skeries asked for clarification on the definition and use of "personal relationships" in the Non-Fraterization section. Erin clarified it goes to avoiding the conflict of having an employee in a power struggle situation. Susan would like to avoid the power struggle, but would like to remove the definition used. Erin and Mike Jones agreed that it can be stricken. Erin clarified the Alcohol and Drug Testing rewrite is specific to pre-employment testing. Motion by Threase Harms to APPROVE

the Updated Employee Handbook with the Discussed Changes. Seconded by Joseph Jones. Roll call vote: Aye - Michael Libbie, Joseph Jones , Lauren Campbell , Threase Harms , Nay - Susan Skeries. Motion Passed 4-1.

G. Consideration of Neighborhood Finance Corporation Funding

Adam Plagge presented the item. Adam stated this does align with budgetary discussions about the City funding home improvement programs, including the Metro Home Improvement (MHIP) program. The City of West Des Moines sent a letter stating they wish to stop administrating the program and hope to transfer administration to Mid-Iowa Planning Alliance with further details to come as discussions are ongoing. The staff recommendation is to advise NFC to hold current applications until the Fall or Winter when the City begins conversations on next year's budget and where to allocate funds with hopes of having a better understanding of the future of MHIP. Council gave direction to follow the staff recommendation.

H. Consideration of the 2nd Reading of Ordinance No. 2024-05 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, By Adding Chapter 182, Vacant Property Registration

Adam Plagge presented the item and stated there has been no changes or comments since the previous reading. Motion by Threase Harms to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

6. **Reports:**

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

Mike Jones - Held the State of the City on the 18th which the Chamber of Commerce did a great job putting together, On the 20th there was a Public Safety Committee meeting and minutes were sent out which were put together by Chief Roth, Missed the MPO meeting, Attended the Uplift Funder meeting on the 21st and will send ou their annual report once received, On the 24th Attend the MIPA meeting, On the 28th attended the court hearing for the City's speed camera and there will hopefully be a decision in 60 days

Threase Harms - Started reaching out to contractors for Windsor Wonderland and everyone is excited to come back, Will attend MAC next Tuesday

Lauren Campbell - Attended the Public Safety Committee and Special Events Committee meetings

Michael Libbie - Attended the State of the City which was spectacular and the Mayor did a great job as well as Dr. Matt Adams from the West Des Moines school district, Attended the MPO meeting where traffic studies and safety issues were discussed, DART made a report at the meeting and asked about when the shelter on the east side in the Sams Club parking lot would be put in and was told it's coming, Nights in Heights is tomorrow and should the call it for weather the Foundation will do so by 4:30 tomorrow

Joseph Jones - Will attend DART meeting next Tuesday

Susan Skeries - The State of the City and hard hat tour was great, On the 20th attended a CatchDSM meeting where new executive board members were voted in, They shared they brought in 259 events in FY 2024 and the top 2 events were the AAU Olympics bringing in over \$40 million and the National Speech and Debate event which brought in over \$22 million, On the 21st, held a Special Events Committee meeting where we updated the next few events, Will be gearing up and discussing Fall Fest soon including putting out requests for volunteers, On October 5th, volunteered at the Junior Rodeo for CatchDSM with duties including directing traffic and assisting with logistics, Hosted an ice cream social on Sunday, On the 25th, attend

the Chambers AM Exchange at Merle Hay Funeral Home as they opened their new chapel, Took the opportunity to promote special events, Meet with Tiffany at the Chamber to discuss TCR and how to better utilize the website, Received a few questions about the 4th and hoping staff can put out some information on social media

Adam Plagge - New storm water fee is in effect as of today, There is a flood watch tonight but there is room in both banks so hopeful the City will avoid damage, Ordered a few pieces of branded items that are available at City Hall for passing out, There have been a number of court decisions recently that staff is reviewing and determining how the City is affected, Justin Ernst attended meeting a metro planners meeting on the new state storm water fees

Justin Ernst - The Metro Planners meeting included a number of cities and counties who chatted about what everyone was doing, There were no outcomes due to the short time frame of the meeting, It's still to be seen what will come as cities begin to integrate the new law into ordinances and policies

7. **Adjourn**

Motion by Threase Harms to adjourn at 7:25 PM. Seconded by Susan Skeries. Motion passed 5-0.

Susan Skeries, Mayor Pro-Tem

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**

August 5, 2024

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

GENERAL INFORMATION

ATTACHMENTS

1. CLAIMS REPORT JULY
2. CLAIMS VENDOR ACTIVITY REPORT
3. REVENUE REPORT
4. BALANCE SHEET
5. BUDGET REPORT

Vendor Checks: 6/28/2024- 7/31/2024

Payroll Checks: 6/28/2024- 7/31/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
ABSOLUTE AUTO REPAIR	TRUCK #8 REPAIRS	97.44		57035	6/28/24
ABSOLUTE AUTO REPAIR	TRUCK #8 REPAIRS	80.96	178.40	57138	7/23/24
ABSOLUTE CONCRETE CONSTRUCTION	73RD ST PHASE 1 PAY REQUEST #2		26,838.91	57063	7/12/24
ACTIVE911, INC	ADDITIONAL LICENSES		26.50	57064	7/12/24
ALL STAR CONCRETE	68TH ST N PAY REQUEST #8		25,858.45	57065	7/12/24
AMAZON CAPITAL SERVICES	E551 SAW REPLACEMENT	324.94		57036	6/28/24
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	922.52		57066	7/12/24
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	22.82	1,270.28	57139	7/23/24
AMERITAS LIFE INS. CORP.	DENTAL	3,225.20		4995	6/28/24
AMERITAS LIFE INS. CORP.	VISION	314.44		4996	6/28/24
AMERITAS LIFE INS. CORP.	VISION INS	115.24	3,654.88	5073	7/19/24
ANIMAL RESCUE LEAGUE OF IOWA	MAY SERVICES		375.00	57037	6/28/24
ASSURITY	ASSURITY	724.60		5077	7/19/24
ASSURITY	INSURANCE	11.76	736.36	5078	7/23/24
AUREON IT	NEW SERVERS	4,706.25		57038	6/28/24
AUREON IT	OFFICE 365	1,702.66	6,408.91	57067	7/12/24
BANKERS TRUST COMPANY		430.62		4998	6/28/24
BANKERS TRUST COMPANY	SEE VENDOR ACTIVITY REPORT	137.29		5026	7/12/24
BANKERS TRUST COMPANY		177.11		5027	7/12/24
BANKERS TRUST COMPANY		409.70		5056	7/15/24
BANKERS TRUST COMPANY		2,308.81		57040	6/28/24
BANKERS TRUST COMPANY		448.00	3,911.53	57136	7/15/24
BITUMINOUS MATERIALS	AMIBOND		100.00	57069	7/12/24
BLUESTONE ENGINEERING	ENGINEERING		2,550.00	57070	7/12/24
BOLTON & MENK	COLBY PARK ENG	51,737.50		57041	6/28/24
BOLTON & MENK	68TH ST S ENG	83,755.50		57071	7/12/24
BOLTON & MENK	COLBY PARK ENGINEERING	18,316.00	153,809.00	57140	7/23/24
BOOT BARN INC	CLOTHING ALLOWANCE	131.87		57042	6/28/24
BOOT BARN INC	CLOTHING ALLOWANCE MEDICAL	231.25	363.12	57072	7/12/24
BOUND TREE MEDICAL LLC	SUPPLIES EDUCATION		551.06	57073	7/12/24
BOWERS, RYAN	INCENTIVE		400.00	57074	7/12/24
BREESE, TAMMY	JULY CELL PHONE		80.00	57141	7/23/24
BRICK GENTRY PC	MAY LEGAL FEES	5,692.50		57043	6/28/24
BRICK GENTRY PC	JUNE LEGAL FEES	7,100.00	12,792.50	57142	7/23/24
BULLZEYE, INC	JUNE CEC CLEANINGS		1,207.00	57075	7/12/24
CALIBER CONCRETE LLC	COLBY PARK PAY REQUEST #6		308,013.42	57076	7/12/24
CAPITAL ONE TRADE CREDIT	TOW SPREADER		299.99	57044	6/28/24
CENTURY LINK	TELEPHONE	230.26		57077	7/12/24
CENTURY LINK	TELEPHONE	237.47	467.73	57143	7/23/24
CINTAS	FIRST AID KIT FOR PSB	501.22		57045	6/28/24
CINTAS	SUPPLIES	42.79	544.01	57078	7/12/24
CITY OF DES MOINES	HOMELAND SECURITY 28E		7,151.09	57079	7/12/24
CITY OF URBANDALE	TRAFFIC SIGNALS AGREEMENT	367.23		57046	6/28/24
CITY OF URBANDALE	TRAFFIC SIGNALS HICKMAN RD	557.24	924.47	57080	7/12/24
CITY OF WEST DES MOINES	FIELD OPS LICENSES		480.00	57047	6/28/24
CLEARFLY	CELL PHONES		173.07	5028	7/12/24
CLIVE POWER EQUIP.	CHAINSAW REPAIRS	153.98		57048	6/28/24
CLIVE POWER EQUIP.	CHAIN SAW REPAIRS EQUIPMENT	150.47		57081	7/12/24
CLIVE POWER EQUIP.		20.99	325.44	57144	7/23/24
CONSTRUCTION MATERIALS TESTING	COLBY PARK CONSTRUCTION		2,192.50	57082	7/12/24
CORE & MAIN	BALL FIELD DRAIN TILE REPAIR		459.20	57083	7/12/24
CRYSTAL CLEAR WATER CO.	WATER		9.99	57084	7/12/24
DAIDA	RADIX		545.53	5029	7/12/24
DELTA DENTAL OF IOWA	DENTAL	2,991.44		5025	7/12/24

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
DELTA DENTAL OF IOWA	DENTAL	3,157.60	6,149.04	5079	7/23/24
DES MOINES AREA MPO	FY25 ASSESSMENT DUES		5,109.00	57085	7/12/24
DES MOINES CHILDREN'S MUSEUM	FY25 SUPPORT		2,500.00	57086	7/12/24
DES MOINES REGISTER	NEWSPAPER DELIVERY	97.25		57049	6/28/24
DES MOINES REGISTER	NEWSPAPER DELIVERY	81.98	179.23	57145	7/23/24
DES MOINES WATER WORKS	1133 66TH ST	366.30		57087	7/12/24
DES MOINES WATER WORKS	1200 66TH ST	176.93	543.23	57146	7/23/24
DINGES FIRE COMPANY	DAVIS PPE HOOD	196.40		57050	6/28/24
DINGES FIRE COMPANY	BATTERY SAW CARBIDE KIT	500.00	696.40	57088	7/12/24
DM BUSINESS SERVICES LLC	TECH SERVICES		400.00	57089	7/12/24
EASTERN IOWA TIRE	TRUCK #8 TIRES	912.18		57051	6/28/24
EASTERN IOWA TIRE	TRUCK #2 REPAIRS	150.51	1,062.69	57147	7/23/24
EMPLOYEE BENEFIT SYSTEMS	HEALTH INS		19,993.67	5080	7/23/24
ELECTRONIC ENG. CO.	END LOADER RADIO INSTALL		798.31	57090	7/12/24
EO JOHNSON	COPIER LEASE		696.07	57091	7/12/24
FAST SIGNS	SUPPLIES		764.36	57092	7/12/24
FEDERAL TAX DEPOSIT	FED/FICA TAX	44,327.09		5011	7/05/24
FEDERAL TAX DEPOSIT	FED/FICA TAX	32,581.18		5074	7/19/24
FEDERAL TAX DEPOSIT	FED/FICA TAX	31,046.01	107,954.28	5085	7/31/24
FENNER IRRIGATION	IRRIGATION REPAIRS		840.00	57148	7/23/24
GANNETT IOWA LOCALIQ	PUBLICATIONS		740.20	57149	7/23/24
GOODRICH, WILLIAM	JULY CELL PHONE		80.00	57150	7/23/24
GRAINGER	SUPPLIES		19.20	57052	6/28/24
GRIMES ASPHALT & PAVING	STREET MAINTENANCE SUPPLIES		185.25	57093	7/12/24
O'DONNELL ACE HICKMAN	KEYS FOR THE SHOP		16.15	57094	7/12/24
HOTT OFF THE PRESS	JUNE NEWSLETTER		1,644.56	57095	7/12/24
HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES		19.94	57151	7/23/24
IA COUNTY ATTORNEYS ASSO	IA ACTS OF INTEREST TRAINING		150.00	57096	7/12/24
ICMA RETIREMENT TRUST	ICMA	739.80		5010	7/05/24
ICMA RETIREMENT TRUST	ICMA	2,219.89		5013	7/09/24
ICMA RETIREMENT TRUST	ICMA	769.95		5071	7/19/24
ICMA RETIREMENT TRUST	ICMA RETIREMENT	2,294.89		5081	7/23/24
ICMA RETIREMENT TRUST	ICMA	759.43	6,783.96	5084	7/31/24
IMAGE 360	SIGNS		245.00	57097	7/12/24
IMWCA	WORK COMP INSTALLMENT 1		5,255.00	57098	7/12/24
INDEPENDENT PUBLIC ADVISORS	QUARTERLY RETAINER SERVICES		2,250.00	57099	7/12/24
INTERSTATE ALL BATTERY	BATTERIES		48.20	57100	7/12/24
IOWA BOARD OF PHARMACY	REACTIVATION FEE		360.00	57101	7/12/24
IOWA DES MOINES SUPPLY	SUPPLIES		679.56	57102	7/12/24
DEPT OF HUMAN SERVICES	JULY 2024 STATE SHARE		2,817.57	57103	7/12/24
IOWA ONE CALL	LINE LOCATES		113.60	57104	7/12/24
IPERS	HEALTH PRETAX	32.50		5009	7/05/24
IPERS	PROTECT IPERS	36,736.22		5070	7/19/24
IPERS	HEALTH PRETAX	32.50	36,801.22	5083	7/31/24
IRLBECK, MICHAEL	EDUCATION INCENTIVE	800.00		57105	7/12/24
IRLBECK, MICHAEL	JULY CELL PHONE	80.00	880.00	57152	7/23/24
ISOLVED BENEFIT SERVICES	FLEX - BENEFITS	1,810.00		5012	7/05/24
ISOLVED BENEFIT SERVICES	FSA FEES	58.80		5030	7/12/24
ISOLVED BENEFIT SERVICES	FLEX - BENEFITS	1,810.00		5075	7/19/24
ISOLVED BENEFIT SERVICES	FLEX - BENEFITS	1,810.00	5,488.80	5086	7/31/24
J & M DISPLAYS	FIREWORKS FOR FALL FEST		15,000.00	57106	7/12/24
JOHNSON, KYLE	EDUCATION INCENTIVE	800.00		57107	7/12/24
JOHNSON, KYLE	JULY CELL PHONE	80.00	880.00	57153	7/23/24
KENNY & GYL COMPANY	CAR #29 GRAPHICS INSTALL		920.00	57053	6/28/24

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
KING'S MATERIAL, INC	MULCH	87.53		57108	7/12/24
KING'S MATERIAL, INC	MULCH	175.06	262.59	57154	7/23/24
KING, RICKI	KOFU JAPAN TRIP REIMBURSEMENT		2,592.06	57109	7/12/24
LARSON, ANDY	JULY CELL PHONE		80.00	57155	7/23/24
LEUTHOLD, NATE	JUNE MILEAGE	256.97		57110	7/12/24
LEUTHOLD, NATE	JULY CELL PHONE	80.00	336.97	57156	7/23/24
LEXIPOL, LLC	PD POLICY ANNUAL FEE		17,164.05	57111	7/12/24
LOGAN CONTRACTORS SUPPLY	SUPPLIES		289.96	57112	7/12/24
LOWE'S	EQUIPMENT		91.16	57113	7/12/24
MANHATTANLIFE	MANHATTAN LIFE	278.91		5076	7/19/24
MANHATTANLIFE	BENEFITS	263.27		57114	7/12/24
MANHATTANLIFE	INSURANCE	163.50	705.68	57157	7/23/24
MEASE, JIM	JULY CELL PHONE		80.00	57158	7/23/24
MERCY ONE CLIVE PHARMACY	MEDICAL SUPPLES		216.01	57115	7/12/24
METRO WASTE AUTHORITY	GARBAGE FEES		30,650.38	57116	7/12/24
METRONET	INTERNET	417.81		57117	7/12/24
METRONET	INTERNET	618.49	1,036.30	57159	7/23/24
MIDAMERICAN ENERGY	1133 66TH ST	865.87		5031	7/12/24
MIDAMERICAN ENERGY	1145 66TH ST	198.49		5032	7/12/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	17.85		5033	7/12/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	1,057.99		5034	7/12/24
MIDAMERICAN ENERGY	6900 SCHOOL ST STAGE	21.29		5035	7/12/24
MIDAMERICAN ENERGY	6300 UNIV AVE	28.80		5036	7/12/24
MIDAMERICAN ENERGY	7001 UNIV AVE	25.92		5037	7/12/24
MIDAMERICAN ENERGY	6800 SCHOOL ST GAS	21.91		5038	7/12/24
MIDAMERICAN ENERGY	6800 SCHOOL ST	222.07		5039	7/12/24
MIDAMERICAN ENERGY	7116 UNIV AVE	25.12		5040	7/12/24
MIDAMERICAN ENERGY	1601 73RD ST	14.25		5041	7/12/24
MIDAMERICAN ENERGY	1140 73RD ST	26.93		5042	7/12/24
MIDAMERICAN ENERGY	951 73RD ST	19.37		5043	7/12/24
MIDAMERICAN ENERGY	6540 UNIV AVE	135.55		5044	7/12/24
MIDAMERICAN ENERGY	7290 UNIV AVE	26.57		5045	7/12/24
MIDAMERICAN ENERGY	6739 UNIV AVE	99.99		5046	7/12/24
MIDAMERICAN ENERGY	2227 63RD ST	26.07		5047	7/12/24
MIDAMERICAN ENERGY	6440 HICKMAN RD	62.84		5048	7/12/24
MIDAMERICAN ENERGY	1443 73RD ST	10.00		5049	7/12/24
MIDAMERICAN ENERGY	1804 73RD ST	10.00		5050	7/12/24
MIDAMERICAN ENERGY	6410 HICKMAN RD	27.35		5051	7/12/24
MIDAMERICAN ENERGY	STREET LIGHTS	3,208.65		5052	7/12/24
MIDAMERICAN ENERGY	801 73RD ST	29.95	6,182.83	5082	7/23/24
MIDWEST COMFORT HEATING & COOL	PUBLIC WORKS SHOP		218.98	57160	7/23/24
NISSSEN, ANDREW	EDUCATION INCENTIVE		400.00	57118	7/12/24
NORRIS, CHAD	JULY CELL PHONE		80.00	57161	7/23/24
OPTIMAL IMAGING SUPPLIES	BULK PRINTER INK		432.00	57119	7/12/24
PALMER, MATT	EDUCATION INCENTIVE		400.00	57120	7/12/24
PITNEY BOWES CREDIT CORP	POSTAGE METER		152.22	5053	7/12/24
PLAGGE, ADAM	CONFERENCE HOTEL		2,136.00	57162	7/23/24
PREMIER ELECTRIC OF IOWA	OUTDOOR LIGHT FIXTURES		4,929.00	57054	6/28/24
PREMIUM SOLUTIONS	PROMOTIONAL ITEMS	1,509.85		57121	7/12/24
PREMIUM SOLUTIONS	CITY LOGO MERCHANDISE	472.25	1,982.10	57163	7/23/24
PS INDUSTRIES	HYDRODEFENSE FLOOD PLANK		8,000.00	57164	7/23/24
QPS EMPLOYMENT GROUP	FLEMING, 6/22/24	1,630.46		57122	7/12/24
QPS EMPLOYMENT GROUP	FLEMING 7/13/24	491.37	2,121.83	57165	7/23/24
QUALITY PEST CONTROL, INC	PEST CONTROL		65.00	57123	7/12/24

Vendor Checks: 6/28/2024- 7/31/2024

Payroll Checks: 6/28/2024- 7/31/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
RADAR ROAD TECH	ANNUAL RADAR CERTIFICATIONS		240.00	57166	7/23/24
RADARSIGN	BRACKETS FOR SPEED SIGN	180.00		57055	6/28/24
RADARSIGN	RADAR SPEED SIGN	1,895.00	2,075.00	57167	7/23/24
RANGEMASTERS TRAINING CTR	DUTY RIFLES		25,555.73	57168	7/23/24
RELIASTAR LIFE INS CO	NISSAN	75.00		57056	6/28/24
RELIASTAR LIFE INS CO	NISSAN	75.00	150.00	57124	7/12/24
ROBERTS, JASON	JULY CELL PHONE		80.00	57169	7/23/24
ROETMAN, JOE	EDUCATION INCENTIVE		1,200.00	57125	7/12/24
ROTARY CLUB OF WAUKEE	ROTARY CLUB		225.00	57126	7/12/24
ROTH, PETE	JULY CELL PHONE		80.00	57170	7/23/24
SAFE BUILDING COMPLIANCE	BUILDING INSPECTIONS		5,017.34	57127	7/12/24
SAM'S CLUB DIRECT	SUPPLIES		389.91	57057	6/28/24
SAYLORCREEK SAND COMPANY	PEA GRAVEL		434.42	57058	6/28/24
SIMMERING-CORY, INC	ANNUAL WEB HOSTING		500.00	57128	7/12/24
SMITH'S SEWER SERVICE	BASEMENT DRAIN REPAIR		100.00	57059	6/28/24
SPRAYER SPECIALTIES INC.	PRESSURE WASHER REPAIRS	10.84		57060	6/28/24
SPRAYER SPECIALTIES INC.	EQUIPMENT	21.97	32.81	57129	7/12/24
STANDARD INSURANCE COMPANY	LIFE/LTD/STD		2,305.63	57130	7/12/24
STAPLES	OFFICE SUPPLIES		82.33	57061	6/28/24
STRAIT, ADAM	JULY CELL PHONE		80.00	57171	7/23/24
SWISHER, RACHELLE	JULY CELL PHONE		80.00	57172	7/23/24
TBL PRINT	NEW EMPLOYEE HANDBOOKS		430.86	57173	7/23/24
TOTAL COMFORT GROUP	AC/HEATER FOR GYM		3,531.00	57131	7/12/24
TRANSUNION RISK & ALTERNATIVE	MONTHLY CHARGES		75.00	57132	7/12/24
TREASURER STATE OF IOWA	STATE TAXES		11,269.83	5072	7/19/24
UMB BANK	2024A BOND FEES		300.00	5054	7/12/24
UPHDM OCCUPATIONAL MED	PHYSICAL		154.29	57133	7/12/24
VERIZON WIRELESS	CELL PHONES		381.15	5055	7/12/24
WEST DES MOINES TRUE VALUE	SUPPLIES		55.55	57134	7/12/24
WEX FLEET UNIVERSAL	FUEL	3,555.93		57062	6/28/24
WEX FLEET UNIVERSAL	FUEL	2,979.30	6,535.23	57174	7/23/24
WRIGHT OUTDOOR SOLUTIONS	MOBILE GRINDING STORM CLEANUP	9,410.00		57135	7/12/24
WRIGHT OUTDOOR SOLUTIONS	BED MAINTENANCE SERVICE	1,123.60	10,533.60	57175	7/23/24
			=====		
Accounts Payable Total			944,262.63		

Payroll Checks

001	GENERAL	85,086.28
110	ROAD USE TAX	22,289.92
670	LANDFILL/GARBAGE	158.95
740	STORM WATER	1,858.58

Total Paid On: 7/05/24 109,393.73

001	GENERAL	74,432.53
110	ROAD USE TAX	9,661.63
670	LANDFILL/GARBAGE	111.26
740	STORM WATER	1,466.59

Total Paid On: 7/19/24 85,672.01

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
Total Payroll Paid			=====		
			195,065.74		
Report Total			=====		
			1,139,328.37		
			=====		

**CLAIMS REPORT
CLAIMS FUND SUMMARY****Payroll Checks: 6/28/2024- 7/31/2024**

FUND	NAME	AMOUNT
001	GENERAL	453,613.07
110	ROAD USE TAX	72,327.91
112	EMPLOYEE BENEFITS	42,533.11
145	URBAN RENEWAL	369.06
200	DEBT SERVICE	300.00
303	COLBY PARK	346,991.17
314	UNIVERSITY AVE ST PROJECT	7,901.50
318	CEC SOLAR PROJECT	2,550.00
322	73RD STREET PROJECT	62,680.16
323	68TH ST NORTH	35,259.95
326	68TH ST SOUTH	27,018.50
327	SALT SHED PROJECT	11,784.50
350	CAPITAL EQUIPMENT FUND	30,261.98
610	SEWER	96.81
670	LANDFILL/GARBAGE	40,051.89
740	STORM WATER	5,588.76

	TOTAL FUNDS	1,139,328.37

6/28/2024 THRU 7/30/2024

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
58 BANKERS TRUST COMPANY										
05022024	1	5/02/24		CC FEES		001-620-6405		34.22	4998	6/28/24 E
05022024	2	5/02/24		CC FEES		001-620-6405		136.16	4998	6/28/24 E
05022024	3	5/02/24		CC FEES		001-620-6405		260.24	4998	6/28/24 E
06282024 3526	1	6/28/24		ADOBE LICENSES		001-615-6507		251.91	57040	6/28/24
06282024 3526	2	6/28/24		ZOOM		001-610-6507		31.98	57040	6/28/24
06282024 3526	3	6/28/24		IOWA LEAGUE CONF REGISTRATION		001-620-6240		245.00	57040	6/28/24
06282024 3526	4	6/28/24		IOWA LEAGUE CONF REGISTRATION		110-210-6240		245.00	57040	6/28/24
06282024 3526	5	6/28/24		STORAGE MART		001-470-6499		31.99	57040	6/28/24
06282024 3534	1	6/28/24		CONSTANT CONTACT		001-620-6373		81.00	57040	6/28/24
06282024 3534	2	6/28/24		COUNCIL NAME TAG		001-610-6507		15.60	57040	6/28/24
06282024 8417	1	6/28/24		ID CARD SUPPLIES		001-110-6507		250.00	57040	6/28/24
06282024 8425	1	6/28/24		OUTDOOR CHAIRS		001-150-6721		160.44	57040	6/28/24
06282024 8425	2	6/28/24		SUPPLIES		001-150-6506		29.99	57040	6/28/24
06282024 8425	3	6/28/24		ADMIN OFFICE CHAIR		001-150-6721		199.98	57040	6/28/24
06282024 8425	4	6/28/24		OFFICE SUPPLIES		001-150-6506		68.25	57040	6/28/24
06282024 8425	5	6/28/24		ENGINE TRIP MEALS		001-150-6240		68.41	57040	6/28/24
06282024 8425	6	6/28/24		CHIEF LUNCHEON		001-150-6599		18.08	57040	6/28/24
06282024 8433	1	6/28/24		PRESSURE WASHER SUPPLIES		110-210-6504		35.95	57040	6/28/24
06282024 8433	2	6/28/24		BACKGROUND CHECKS		110-210-6411		45.00	57040	6/28/24
06282024 9969	1	6/28/24		PARK SIGNS		001-430-6507		161.17	57040	6/28/24
06282024 9969	2	6/28/24		CITY LOGO PROMO ITEMS		145-750-6499		369.06	57040	6/28/24
07122024 1	1	7/12/24		CC FEES		001-620-6405		137.29	5026	7/12/24 E
07122024 2	1	7/12/24		CC FEES		001-620-6405		177.11	5027	7/12/24 E
07152024	1	7/15/24		CC FEES		001-620-6405		409.70	5056	7/15/24 E
07152024 3526	1	7/15/24		BENEFITS MEETING		001-620-6230		448.00	57136	7/15/24

BANKERS TRUST COMPANY								3911.53		

***** REPORT TOTAL *****								3911.53		

REVENUE REPORT
CALENDAR 6/2024, FISCAL 12/2024**PCT OF FISCAL YTD 100.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	3,787,284.00	280,521.33	4,133,558.35	109.14	346,274.35-
	ROAD USE TAX TOTAL	663,500.00	83,952.65	766,358.85	115.50	102,858.85-
	EMPLOYEE BENEFITS TOTAL	586,530.00	5,483.32	548,898.17	93.58	37,631.83
	POLICE PENSION TOTAL	.00	.00	.00	.00	.00
	POLICE TRUST TOTAL	10,100.00	28.62	11,877.28	117.60	1,777.28-
	POLICE PREFORFEITURE TOTAL	1,005.00	1.76	22.83	2.27	982.17
	EMERGENCY FUND TOTAL	70,224.00	.00	.00	.00	70,224.00
	LOCAL OPTION SALES TAX TOTAL	1,112,000.00	93,250.91	1,348,479.19	121.27	236,479.19-
	TAX INCREMENT FINANCING TOTAL	1,532,443.00	15,836.61	1,903,450.26	124.21	371,007.26-
	URBAN RENEWAL TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	1,531,129.00	691,820.52	1,547,414.96	101.06	16,285.96-
	SIDEWALK PROGRAM TOTAL	.00	50,000.00	50,000.00	.00	50,000.00-
	COLBY PARK TOTAL	.00	1,427,521.37	1,427,521.37	.00	1,427,521.37-
	HICKMAN ROAD PROJECT TOTAL	.00	.00	.00	.00	.00
	2014A STREETS PROJECTS TOTAL	.00	.00	.00	.00	.00
	TRAIL CONNECTION TOTAL	.00	.00	.00	.00	.00
	63/HICKMAN ST SCAPE TOTAL	.00	.00	.00	.00	.00

REVENUE REPORT
CALENDAR 6/2024, FISCAL 12/2024

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	2017/18 Capital Projects TOTA	.00	.00	.00	.00	.00
	UNIVERSITY AVE ST PROJECT TOTA	.00	1,000,000.00	1,000,000.00	.00	1,000,000.00-
	2018 HMA RESURFACING PROJ TOTA	.00	.00	.00	.00	.00
	2018 PCC PATCHING PROJECT TOTA	.00	.00	.00	.00	.00
	WAL CREEK BIKE HUB/BRIDGE TOTA	.00	.00	.00	.00	.00
	CEC SOLAR PROJECT TOTAL	.00	.00	.00	.00	.00
	2020 STREET PROJECTS TOTAL	.00	.00	.00	.00	.00
	2020 PCC PATCHING TOTAL	.00	.00	.00	.00	.00
	WAL CREEK STREAM PROJECT TOTA	.00	.00	.00	.00	.00
	73RD STREET PROJECT TOTAL	12,360,000.00	.00	83,746.80	.68	12,276,253.20
	68TH ST NORTH TOTAL	.00	.00	.00	.00	.00
	2023 HMA OVERLAY PROJECT TOTA	.00	.00	.00	.00	.00
	2023 PCC PATCHING PROJECT TOTA	.00	.00	.00	.00	.00
	68TH ST SOUTH TOTAL	.00	.00	.00	.00	.00
	SALT SHED PROJECT TOTAL	.00	225,000.00	225,000.00	.00	225,000.00-
	PUBLIC SAFETY PARKING LOT TOTA	.00	615.47	615.47	.00	615.47-
	DOG PARK UPDATES TOTAL	.00	.00	.00	.00	.00

REVENUE REPORT
CALENDAR 6/2024, FISCAL 12/2024

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	FLOOD MITIGATION TOTAL	.00	.00	.00	.00	.00
	AMERICAN RESCUE PLAN ACT TOTA	.00	.00	.00	.00	.00
	FUTURE STREET PROJECTS TOTAL	1,088,820.00	608,906.91	608,906.91	55.92	479,913.09
	CAPITAL EQUIPMENT FUND TOTAL	371,500.00	247,146.60	263,537.85	70.94	107,962.15
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	.00	5,000.00	5,000.00	.00	5,000.00-
	LANDFILL/GARBAGE TOTAL	354,000.00	27,927.33	339,164.52	95.81	14,835.48
	STORM WATER TOTAL	375,000.00	31,289.27	382,392.63	101.97	7,392.63-
	INTERNAL SERVICE FUND TOTAL	.00	.00	.00	.00	.00
	REVOLVING FUND TOTAL	.00	.00	.00	.00	.00
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		23,843,535.00	4,794,302.67	14,645,945.44	61.43	9,197,589.56
		=====	=====	=====	=====	=====

BALANCE SHEET

CALENDAR 6/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	453,577.10	244,424.47
110-000-1110	CASH - RUT	120,574.95-	128,633.19
112-000-1110	CASH - EMP BENEFIT FUND	47,941.82-	22,586.00
113-000-1110	CASH - POLICE PENSION	.00	.00
114-000-1110	CASH - POLICE TRUST	.00	25,477.41-
115-000-1110	CASH - POLICE PREFORFEIT	.00	1,602.32-
119-000-1110	CASH - EMERGENCY FUND	.00	.00
121-000-1110	CASH - LOCAL OPTION SALES TAX	187,749.09-	1,581,970.13
125-000-1110	CASH - TIF	667,642.39-	1,225,142.10
145-000-1110	CASH - URBAN RENEWAL FUNDS	369.06-	80,018.86
200-000-1110	CASH - DEBT SERVICE	691,320.52	27,763.45
302-000-1110	CASH - SIDEWALK PROGRAM	50,000.00	47,995.00
303-000-1110	CASH - COLBY PARK	1,094,650.62	468,269.24
306-000-1110	CASH - HICKMAN ROAD PROJECT	.00	.00
309-000-1110	CASH - 2014 A STREET PROJECT	.00	.00
311-000-1110	CASH - TRAIL CONNECTION	.00	.00
312-000-1110	CASH - 63/HICKMAN STREETScape	.00	.00
313-000-1110	CASH - 2017/18 STREET PROJECTS	.00	.00
314-000-1110	CASH - UNIVERSITY AVE PROJECT	183,308.72	3,108.00-
315-000-1110	CASH - 2018 HMA PROJ	.00	.00
316-000-1110	CASH - 2018 PCC PATCHING PROJ	.00	.00
317-000-1110	CASH - WAL CREEK BIKE HUB/BRID	144,848.50-	.00
318-000-1110	CASH - CEC SOLAR PROJECT	9,450.00-	9,450.00-
319-000-1110	CASH - 2020 STREET PROJECTS	72,982.31	.00
320-000-1110	CASH - 2020 PCC PATCHING	.00	.00
321-000-1110	CASH - WAL CREEK STREAM PROJ	.00	.00
322-000-1110	CASH - 73RD ST	368,148.20-	231,073.74-
323-000-1110	CASH - 68TH STREET NORTH	1,798,465.00	268,305.01
324-000-1110	CASH - 2023 HMA OVERLAY	6,830.50-	.00
325-000-1110	CASH - 2023 PCC PATCHING PROJ	25,454.20-	.00
326-000-1110	CASH - 68TH ST SOUTH	9,175.50-	35,025.00-
327-000-1110	CASH - SALT SHED	223,884.50	223,839.00
329-000-1110	CASH - PUBLIC SAFETY PARKING L	615.47	.00
333-000-1110	CASH - DOG PARK UPDATES	41,543.92-	.00
347-000-1110	CASH - FLOOD MITIGATION	.00	.00
348-000-1110	CASH - ARPA FUNDS	.00	13,322.83
349-000-1110	CASH - FUTURE STREET PROJECTS	58,291.44	99,118.97
350-000-1110	CASH - EQUIP REVOLVE FUND	.00	2,915.68
350-000-1180	CASH - EQUIP REVOLVE - POLICE	196,023.70-	152,265.80-
350-000-1181	CASH - EQUIP REVOLVE - FIRE/EM	75,000.00	105,021.88
350-000-1182	CASH - EQUIP REV - NOT USED	.00	.00
350-000-1183	CASH - EQUIP REV - PUBLIC WORK	54,259.00-	17,241.00
350-000-1185	CASH - EQUIP REVOLVE - PARKS	.00	.00
350-000-1186	CASH - EQUIP REVOLVE - CEC	2,146.60	110,308.29
350-000-1187	CASH - EQUIP REVOLVE - IT DEPT	15,293.75	40,047.54
600-000-1110	CASH - WATER	.00	103,254.44-
610-000-1110	CASH - SEWER	4,935.20	2,205.53
670-000-1110	CASH - LANDFILL/GARBAGE	173,876.95	177,336.02
740-000-1110	CASH - STORM WATER	17,525.25	343,742.42
805-000-1110	CASH - INTERNAL SERVICE FUND	.00	.00
810-000-1110	CASH - REVOLVING FUND	.00	.00
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BALANCE SHEET

CALENDAR 6/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	CASH TOTAL	3,035,862.60	4,668,949.90
001-000-1115	RESERVE CASH - COMM CENTER	.00	.00
	RESERVE CASH TOTAL	.00	.00
115-000-1120	PETTY CASH - POLICE FOREITURE	.00	1,000.00
	PETTY CASH TOTAL	.00	1,000.00
001-000-1150	IPAIT - GENERAL	544,894.35-	2,417,042.55
110-000-1150	IPAIT - RUT	100,000.00-	891,799.53
112-000-1150	IPAIT - EMPLOYEE BENEFITS	50,000.00-	749,477.50
121-000-1150	IPAIT - LOCAL OPTION SALES TAX	.00	.00
125-000-1150	IPAIT - TIF	.00	369,988.14
145-000-1150	IPAIT - URBAN RENEWAL FUNDS	.00	206,971.89
200-000-1150	IPAIT - DEBT SERVICE	.00	445,146.53
303-000-1150	IPAIT - COLBY PARK	.00	1,505,899.97
314-000-1150	IPAIT - UNIVERSITY AVE PROJECT	615,502.09-	.00
319-000-1150	IPAIT - 2020 STREET PROJECTS	263,212.10-	.00
322-000-1150	IPAIT - 73RD STREET	.00	394,204.63
323-000-1150	IPAIT - 68TH STREET NORTH	2,000,000.00-	7,866.63
326-000-1150	IPAIT - 68TH ST SOUTH	.00	.00
348-000-1150	IPAIT - ARPA FUNDS	.00	.00
349-000-1150	IPAIT - FUTURE STREET PROJECTS	500,000.00-	291,907.59
350-000-1150	IPAIT - EQUIP REVOLVING	.00	1,003,933.32
670-000-1150	IPAIT - LANDFILL/GARBAGE	200,000.00-	193,755.19
740-000-1150	IPAIT - STORM WATER	.00	1,503,000.51
	IPAIT TOTAL	4,273,608.54-	9,980,993.98
001-000-1151	IPAIT GENERAL 201	.00	.00
	IPAIT GENERAL 201 TOTAL	.00	.00
001-000-1160	SAVINGS - 680-5592 - GENERAL	.00	.00
001-000-1161	SAVINGS - KWHB	2.59	3,069.47
112-000-1160	SAVINGS - EMP BENEFIT 689-6237	.00	.00
113-000-1160	SAVINGS - 680-2292 - POLICE	.00	.00
114-000-1160	SAVINGS - POLICE TRUST	28.62	74,845.60
115-000-1160	SAVINGS - PREF/DEA	1.76	3,907.33
	SAVINGS TOTAL	32.97	81,822.40
001-000-1170	CD 082009 - KWHB	.00	11,643.05

BALANCE SHEET
CALENDAR 6/2024, FISCAL 12/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
600-000-1170	CD 12062707- WATER	.00	107,401.50
810-000-1170	CD 050109 - REVOLVING FUND	.00	.00
		-----	-----
	CD'S TOTAL	.00	119,044.55
		=====	=====
	TOTAL CASH	1,237,712.97-	14,851,810.83
		=====	=====

BUDGET REPORT
CALENDAR 6/2024, FISCAL 12/2024

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	2,427,200.00	183,383.78	2,143,134.45	88.30	284,065.55
	EMERGENCY MANAGEMENT TOTAL	10,200.00	.00	9,777.09	95.85	422.91
	FIRE TOTAL	424,420.00	40,197.50	407,058.07	95.91	17,361.93
	AMBULANCE TOTAL	916,175.00	56,873.12	704,279.61	76.87	211,895.39
	BUILDING INSPECTIONS TOTAL	75,000.00	66,787.29	103,064.01	137.42	28,064.01-
	ANIMAL CONTROL TOTAL	5,500.00	375.00	3,541.00	64.38	1,959.00
		-----	-----	-----	-----	-----
	PUBLIC SAFETY TOTAL	3,858,495.00	347,616.69	3,370,854.23	87.36	487,640.77
	ROADS, BRIDGES, SIDEWALKS TOTA	664,984.00	56,460.77	591,130.84	88.89	73,853.16
	STREET LIGHTING TOTAL	67,000.00	3,682.91	45,884.19	68.48	21,115.81
	TRAFFIC CONTROL & SAFETY TOTAL	.00	.00	.00	.00	.00
	SNOW REMOVAL TOTAL	158,000.00	5,797.00	138,723.09	87.80	19,276.91
	OTHER PUBLIC WORKS TOTAL	29,000.00	1,498.34	12,532.04	43.21	16,467.96
		-----	-----	-----	-----	-----
	PUBLIC WORKS TOTAL	918,984.00	67,439.02	788,270.16	85.78	130,713.84
	WATER,AIR,MOSQUITO CONTRO TOTA	.00	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	.00	.00	.00	.00	.00
		-----	-----	-----	-----	-----
	HEALTH & SOCIAL SERVICES TOTA	.00	.00	.00	.00	.00
	LIBRARY TOTAL	65,564.00	16,390.91	65,563.63	100.00	.37
	PARKS TOTAL	184,621.00	15,823.53	136,378.02	73.87	48,242.98
	COMMUNITY CTR/ZOO/MARINA TOTA	7,250.00	1,915.30	11,807.61	162.86	4,557.61-
	SPECIAL EVENTS TOTAL	40,000.00	3,395.76	43,355.95	108.39	3,355.95-
	COMMUNITY CENTER TOTAL	135,400.00	7,493.89	105,741.32	78.10	29,658.68
		-----	-----	-----	-----	-----
	CULTURE & RECREATION TOTAL	432,835.00	45,019.39	362,846.53	83.83	69,988.47
	COMMUNITY BEAUTIFICATION TOTA	.00	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOTAL	266,372.00	.00	.00	.00	266,372.00
	HOUSING & URBAN RENEWAL TOTAL	20,000.00	.00	18,707.00	93.54	1,293.00
		-----	-----	-----	-----	-----
	COMMUNITY & ECONOMIC DEV TOTA	286,372.00	.00	18,707.00	6.53	267,665.00
	MAYOR/COUNCIL TOTAL	72,700.00	8,299.71	91,690.16	126.12	18,990.16-
	IT DEPARTMENT TOTAL	55,000.00	2,708.56	52,367.81	95.21	2,632.19
	CLERK/TREASURER/ADM TOTAL	818,045.00	51,555.36	824,162.95	100.75	6,117.95-
	ELECTIONS TOTAL	1,500.00	.00	1,503.22	100.21	3.22-
	LEGAL SERVICES/ATTORNEY TOTAL	65,000.00	3,320.00	39,079.55	60.12	25,920.45
	OTHER GENERAL GOVERNMENT TOTA	15,000.00	.00	.00	.00	15,000.00
		-----	-----	-----	-----	-----
	GENERAL GOVERNMENT TOTAL	1,027,245.00	65,883.63	1,008,803.69	98.20	18,441.31

BUDGET REPORT
CALENDAR 6/2024, FISCAL 12/2024

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROADS, BRIDGES, SIDEWALKS TOTA	1,118,188.00	.00	1,118,188.00	100.00	.00
	PARKS TOTAL	.00	.00	.00	.00	.00
	HOUSING & URBAN RENEWAL TOTAL	406,921.00	500.00	406,720.00	99.95	201.00
		-----	-----	-----	-----	-----
	DEBT SERVICE TOTAL	1,525,109.00	500.00	1,524,908.00	99.99	201.00
	POLICE TOTAL	130,000.00	271,023.70	363,782.38	279.83	233,782.38-
	FIRE TOTAL	9,000.00	.00	14,150.00	157.22	5,150.00-
	AMBULANCE TOTAL	.00	.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALKS TOTA	15,405,869.00	513,905.20	2,646,016.21	17.18	12,759,852.79
	PARKS TOTAL	600,000.00	332,870.75	997,883.76	166.31	397,883.76-
	COMMUNITY CENTER TOTAL	.00	9,450.00	23,602.50	.00	23,602.50-
	IT DEPARTMENT TOTAL	22,800.00	4,706.25	29,881.99	131.06	7,081.99-
	CAPITAL PROJECTS TOTAL	.00	369.06	369.06	.00	369.06-
		-----	-----	-----	-----	-----
	CAPITAL PROJECTS TOTAL	16,167,669.00	1,132,324.96	4,075,685.90	25.21	12,091,983.10
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	31,350.00	64.80	7,327.14	23.37	24,022.86
	LANDFILL/GARBAGE TOTAL	379,000.00	54,050.38	370,429.95	97.74	8,570.05
	STORM WATER TOTAL	292,544.00	13,764.02	107,401.22	36.71	185,142.78
		-----	-----	-----	-----	-----
	ENTERPRISE FUNDS TOTAL	702,894.00	67,879.20	485,158.31	69.02	217,735.69
	TRANSFERS IN/OUT TOTAL	2,188,499.00	4,306,522.75	4,306,569.55	196.78	2,118,070.55-
		-----	-----	-----	-----	-----
	TRANSFER OUT TOTAL	2,188,499.00	4,306,522.75	4,306,569.55	196.78	2,118,070.55-
		=====	=====	=====	=====	=====
	TOTAL EXPENSES	27,108,102.00	6,033,185.64	15,941,803.37	58.81	11,166,298.63
		=====	=====	=====	=====	=====



STAFF REPORT
CITY COUNCIL
August 5, 2024

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Liquor License - Hy-Vee Market Cafe - 7101 University Ave

GENERAL INFORMATION

ATTACHMENTS

None



STAFF REPORT
CITY COUNCIL
August 5, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Change Order 2

GENERAL INFORMATION

ATTACHMENTS

1. Change Order 2



**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

July 31, 2024

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

RE: 73rd Street Phase 1
STP-U-8477(615)—70-77
Change Order 2

Dear Mr. Plagge

Submitted for your approval is Change Order 2 for the above-mentioned project. Change Order 2 includes the addition and subtraction of water main items due to found Leaking Underground Storage Tank (LUST) site near the intersection of University Avenue and 73rd Street. Because of the site, the water main material is required to change from PVC to ductile iron pipe (DIP). Storm sewer pipe and structures were also removed due to the utilization of an existing concrete box culvert found. The change order finalizes the total contract amount for the project. The approved contract value of 6,753,277.05 will be increased \$66,100.00 for a revised contract value of \$6,819,377.05. Please see Change Order 2 for a full summary of the change items.

Bolton & Menk, Inc. recommends the approval of Change Order 2. Upon approval of Change Order 2, City Clerk or City Administrator to electronically sign in DocExpress.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, P.E.
Project Manager

Enclosure



City of Windsor Heights - Iowa

Change Order Details

77-8477-615

Description	STP-U-8477(615)--70-77, Letting Date- March 19, 2024 73rd st Phase 1
Prime Contractor	ABSOLUTE CONCRETE CONSTRUCTION, INC.
Change Order	2
Status	Pending
Date Created	07/22/2024
Type	Non-Significant - Federal-aid Participating
Awarded Project Amount	\$6,739,027.05
Authorized Project Amount	\$6,753,277.05
Change Order Amount	\$66,100.00
Revised Project Amount	\$6,819,377.05

B - Reason for change:

0190 - Replacing with with SW-506 structure.

0380 - Existing box culvert will be used for storm sewer between Int 56 and Int 55.

0430 - Utilized existing box culvert, Sta 43+75

0460 - Used existing structure at Sta 43+75

0930 - Using DIP due to Iowa DNR permit requirements.

0950 - Using DIP due to Iowa DNR permit requirements.

0960 - Using DIP due to Iowa DNR permit requirements.

8002 - The size of the pipe and angles would not support the structure size, a larger structure is needed. The new structures will be SW-506 modified rather than the standard SW-506.

8003 - The gravity sanitary sewer pipe material needs to be changed from clay pipe to PVC due to Iowa DNR water main clearance requiring the sanitary sewer be constructed of water main material when clearances are not met.

8004-8008 - The Iowa DNR requires the water main material be switched from PVC to DIP with nitrile gaskets due to a nearby flume found.

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

0190 - (Intake, SW-505) \$5,600.00/EA

-3 EA x \$5,600/EA = -\$16,800.00 Total cost of the decrease in work shown in section F.

0380- (Storm Sewer Gravity Main, Trenched, Reinforced Concrete Pipe (RCP, 2000D (Class III)) \$170.00/LF

-36 LF x \$170/LF = -\$6,120.00 Total cost of the decrease in work shown in section F.

0430- (Remove Storm Sewer Pipe Greater Than 36 In.) \$45.00/LF

-36 LF x \$45/LF = -\$1,620.00 Total cost of the decrease in work shown in section F.

0460- (Removal of Intakes and Utility Accesses) \$900.00/EA

-1 EA x \$900/EA = -\$900.00 Total cost of the decrease in work shown in section F.

0930- (Water Main, Trenched, Polyvinyl Chloride Pipe (PVC), 8 In.) \$55.00/LF

-8 LF x \$55/LF = -\$440.00 Total cost of the decrease in work shown in section F.

0950- (Water Main, Trenched, Polyvinyl Chloride Pipe (PVC), 12 In.) \$80.00/LF

-260 LF x \$80/LF = -\$20,800.00 Total cost of the decrease in work shown in section F.

0960- (Water Main, Trenched, Polyvinyl Chloride Pipe (PVC), 12 In.: Restrained Joint) \$105.00/LF

-83 LF x \$105/LF = -\$8,715.00 Total cost of the decrease in work shown in section F.

8002 - (Intake, SW-506 Mod) \$14,410.00/EA

2 EA x \$14,410.00/EA = \$28,820.00 Total cost of the additional work shown in section F with 10% prime markup.

8003 - (San Swr G-Main, Trenched, PVC, 18") \$572.00/LF

20 LF x \$572.00/LF = \$11,440.00 Total cost of the additional work shown in section F with 10% prime markup.

8004 - (Water Main, Trenched, DIP, 8") \$247.50/LF

8 LF x \$247.50/LF = \$1,980.00 Total cost of the additional work shown in section F with 10% prime markup.

8005 - (Water Main, Trenched, DIP, 12") \$154.00/LF

260 LF x \$154.00/LF = \$40,040.00 Total cost of the additional work shown in section F with 10% prime markup.

8006 - (Valve, Gate, DIP, 6") \$3,509.00/EA

3 EA x \$3,509/EA = \$10,527.00 Total cost of the additional work shown in section F with 10% prime markup.

8007 - (Water Main, Trenched, DIP, 12" (Restrained Joint) \$176.00/LF

83 LF x \$176.00/LF = \$14,608.00 Total cost of the additional work shown in section F with 10% prime markup.

8008 - (('Each' Item) 32 LB Magnesium Anode) \$1,760.00

8 x \$1,760.00/EA = \$14,080.00 Total cost of the additional work shown in section F with 10% prime markup.

D - Justification for cost(s) (See I.M. 6.000 Attachment D, Chapter 2.36, for acceptable justification):

0190 - The unit price bid.

0380 - The unit price bid.

0430 - The unit price bid.

0460 - The unit price bid.

0930 - The unit price bid.

0950 - The unit price bid.

0960 - The unit price bid.

8002 - The unit price is less than the high \$27,000 and average \$15,069.35 but higher than the low \$5,107.23. Prime 10% markup included.

8003 - The unit price is higher than the high \$550, average \$269.33, and the low \$124.75. The pipe is larger, it is considered a spot repair which will includes 2 connections to existing pipe and require pumping. Prime 10% markup included.

8004 - The unit price is lower than the high \$375, but higher than average \$131.44 and the low \$70. It includes nitrile gaskets. Prime 10% markup included.

8005 - The unit price is lower than the high \$280 and average \$171.45, but higher than the low \$97. It includes nitrile gaskets. Prime 10% markup included.

8006 - The unit price is lower than the high \$4,000, but higher than average \$2,065.61 and the low \$525.50. Prime 10% markup included.

8007 - The unit price is higher than the high \$160 and average \$127.71, and the low \$105. It includes nitrile gaskets. Prime 10% markup included.

8008 - No unit price information within IDOT Summary of Awarded Contract Unit prices April 2022 to present. Prime 10% markup included.

E - Contract time adjustment:

5 additional working days added

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 0001 - STP-U-8477(615)--70-77, Roadway Items - Division 1									

0190	2435-0250500	EACH	\$5,600.000	37.000	\$207,200.00	-3.000	-\$16,800.00	34.000	\$190,400.00
INTAKE, SW-505									

Reason: Changed to SW-506 due to pipe configuration and constructability. (Int 10, Int 29, Int 56)

				Funding Details					
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615				37.000	\$207,200.00	-3.000	-\$16,800.00	34.000	\$190,400.00
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
77-8477-615-CAT-3 NON-PARTICIPATING				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0380	2503-0114236	LF	\$170.000	180.000	\$30,600.00	-36.000	-\$6,120.00	144.000	\$24,480.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.									

Reason: Existing box culvert was used for storm sewer between Int 56 and Int 55.

				Funding Details					
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615				180.000	\$30,600.00	-36.000	-\$6,120.00	144.000	\$24,480.00
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
77-8477-615-CAT-3 NON-PARTICIPATING				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0430	2503-0200136	LF	\$45.000	115.000	\$5,175.00	-36.000	-\$1,620.00	79.000	\$3,555.00
REMOVE STORM SEWER PIPE GREATER THAN 36 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: Utilized existing box culvert, Sta 43+75

Funding Details									
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615				115.000	\$5,175.00	-36.000	-\$1,620.00	79.000	\$3,555.00
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
77-8477-615-CAT-3 NON-PARTICIPATING				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

0460	2510-6750600	EACH	\$900.000	51.000	\$45,900.00	-1.000	-\$900.00	50.000	\$45,000.00
REMOVAL OF INTAKES AND UTILITY ACCESSES									
Reason: Used existing structure at Sta 43+75									
Funding Details									
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615				51.000	\$45,900.00	-1.000	-\$900.00	50.000	\$45,000.00
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
77-8477-615-CAT-3 NON-PARTICIPATING				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Section: 0002 - STP-U-8477(615)--70-77, Roadway Items - Division 2									
0930	2554-0114008	LF	\$55.000	566.000	\$31,130.00	-8.000	-\$440.00	558.000	\$30,690.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.									
Reason: Using DIP due to Iowa DNR permit requirements.									
Funding Details									
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615				566.000	\$31,130.00	-8.000	-\$440.00	558.000	\$30,690.00

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
	77-8477-615-CAT-3 NON-PARTICIPATING			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0950	2554-0114012	LF	\$80.000	3,963.000	\$317,040.00	-260.000	-\$20,800.00	3,703.000	\$296,240.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.									
Reason: Using DIP due to Iowa DNR permit requirements.									
			Funding Details						
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615				3,963.000	\$317,040.00	-260.000	-\$20,800.00	3,703.000	\$296,240.00
77-8477-615-CAT-3 NON-PARTICIPATING				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0960	2554-0114012	LF	\$105.000	714.000	\$74,970.00	-83.000	-\$8,715.00	631.000	\$66,255.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.: RESTRAINED JOINT									
Reason: Using DIP due to Iowa DNR permit requirements.									
			Funding Details						
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615				714.000	\$74,970.00	-83.000	-\$8,715.00	631.000	\$66,255.00
77-8477-615-CAT-3 NON-PARTICIPATING				0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
7 items			Totals		\$712,015.00		-\$55,395.00		\$656,620.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 0001 - STP-U-8477(615)--70-77, Roadway Items - Division 1					
8002	2435-0250610	EACH	2.000	\$14,410.000	\$28,820.00
INTAKE, SW-506 MOD					
Reason: The plans call for SW-506 but the pipe sizes and pipe angles require the structure to be a SW-506 modified. Installation per specification 2435. Method of measurement shall be per each installed. Basis of payment shall be per each installed. Justification of Cost: Unit price is acceptable when compared to unit prices for Intake, SW-506 MOD in IDOT Summary of Awarded Contract Unit prices April 2022 to present. The unit price is less than the high \$27,000 and average \$15,069.35 but higher than the low \$5,107.23. Prime 10% markup included.					
			Funding Details		
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615			2.000	\$14,410.000	\$28,820.00
Section: 0002 - STP-U-8477(615)--70-77, Roadway Items - Division 2					
8003	2504-0114018	LF	20.000	\$572.000	\$11,440.00
SAN SWR G-MAIN, TRENCHED, PVC, 18"					
Reason: The gravity sanitary sewer pipe material needs to be changed from clay pipe to PVC due to Iowa DNR water main clearance requiring the sanitary sewer be constructed of water main material when clearances are not met. Installation per specification 2504. Method of measurement shall be per linear feet installed. Basis of payment shall be per linear feet installed. Justification of Cost: Unit price is acceptable when compared to unit prices for San SWR G-Main, Trenched, PVC, 10" in IDOT Summary of Awarded Contract Unit prices April 2022 to present. The unit price is higher than the high \$550, average \$269.33, and the low \$124.75. The pipe is larger, it is considered a spot repair which will includes 2 connections to existing pipe and require pumping. Prime 10% markup included.					
			Funding Details		
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615			20.000	\$572.000	\$11,440.00
8004	2554-0112008	LF	8.000	\$247.500	\$1,980.00
WATER MAIN, TRENCHED, DIP, 8"					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Reason: The Iowa DNR requires the water main material be switched from PVC to DIP with nitrile gaskets due to a nearby flume found. Installation per specification 2554 and DMWW specifications . Method of measurement shall be per linear feet installed. Basis of payment shall be per linear feet installed. Justification of Cost: Unit price is acceptable when compared to unit prices for WATER MAIN, TRENCHED, DIP, 8" in IDOT Summary of Awarded Contract Unit prices April 2022 to present. The unit price is lower than the high \$375, but higher than average \$131.44 and the low \$70. It includes nitrile gaskets. Prime 10% markup included.					
			Funding Details		
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615			8.000	\$247.500	\$1,980.00
8005	2554-0112012	LF	260.000	\$154.000	\$40,040.00
WATER MAIN, TRENCHED, DIP, 12"					
Reason: The Iowa DNR requires the water main material be switched from PVC to DIP with nitrile gaskets due to a nearby flume found. Installation per specification 2554 and DMWW specifications. Method of measurement shall be per linear feet installed. Basis of payment shall be per linear feet installed. Justification of Cost: Unit price is acceptable when compared to unit prices for WATER MAIN, TRENCHED, DIP, 12" in IDOT Summary of Awarded Contract Unit prices April 2022 to present. The unit price is lower than the high \$280 and average \$171.45, but higher than the low \$97. It includes nitrile gaskets. Prime 10% markup included.					
			Funding Details		
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615			260.000	\$154.000	\$40,040.00
8006	2554-0207006	EACH	3.000	\$3,509.000	\$10,527.00
VALVE, GATE, DIP, 6"					
Reason: Need for temporary connection from the new main to the existing 2 water mains. Installation per specification 2554 and DMWW specifications. Method of measurement shall be per each installed. Basis of payment shall be per each installed. Justification of Cost: Unit price is acceptable when compared to unit prices for Valve, Gate, DIP, 6" in IDOT Summary of Awarded Contract Unit prices April 2022 to present. The unit price is lower than the high \$4,000, but higher than average \$2,065.61 and the low \$525.50. Prime 10% markup included.					
			Funding Details		
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615			3.000	\$3,509.000	\$10,527.00
8007	2554-0112012	LF	83.000	\$176.000	\$14,608.00

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
WATER MAIN, TRENCHED, DIP, 12": (RESTRAINED JOINT)					
Reason: The Iowa DNR requires the water main material be switched from PVC to DIP with nitrile gaskets due to a nearby flume found. Installation per specification 2554 and DMWW specifications. Method of measurement shall be per linear feet installed. Basis of payment shall be per linear feet installed. Justification of Cost: Unit price is acceptable when compared to unit prices for WATER MAIN, TRENCHED, DIP, 12" (RESTRAINED JOINT) in IDOT Summary of Awarded Contract Unit prices April 2022 to present. The unit price is higher than the high \$160 and average \$127.71, and the low \$105. It includes nitrile gaskets. Prime 10% markup included.					
			Funding Details		
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615			83.000	\$176.000	\$14,608.00
8008	2599-9999005	EACH	8.000	\$1,760.000	\$14,080.00
('EACH' ITEM): 32 LB MAGNESIUM ANODE					
Reason: The Iowa DNR requires the water main material be switched from PVC to DIP with nitrile gaskets due to a nearby flume found. Installation per DMWW specifications. Method of measurement shall be per each installed. Basis of payment shall be per each installed. Justification of Cost: No unit price information within IDOT Summary of Awarded Contract Unit prices April 2022 to present. Prime 10% markup included.					
			Funding Details		
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615			8.000	\$1,760.000	\$14,080.00
7 items					Total: \$121,495.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615	\$5,625,602.05	\$5,639,852.05	\$96,055.00	\$5,735,907.05
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615	\$1,113,425.00	\$1,113,425.00	-\$29,955.00	\$1,083,470.00
77-8477-615-CAT-3 NON-PARTICIPATING	\$0.00	\$0.00	\$0.00	\$0.00
3 fund packages	\$6,739,027.05	\$6,753,277.05	\$66,100.00	\$6,819,377.05

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Working Days	300.0 Days	301.0 Days	5.0 Days	306.0 Days
Working Days, Late Start Date - 05/06/2024, Liquidated Damage Rate - 2,500				
1 time limit				

AGREED BY CONTRACTOR:

By:_____ Date:_____

Title:_____

RECOMMENDED BY ENGINEER:

By:_____ Date:_____

Title:_____

APPROVED BY WINDSOR HEIGHTS:

By:_____ Date:_____

Title:_____

Doc Express® Document Signing History

Contract: 77-8477-615 Document: change_order-2-20240722

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
07/30/2024	Logan Petersen Absolute Concrete Construction Inc. Electronic Signature (Approved by Contractor)
07/30/2024	Justin Ernst Bolton & Menk, Inc. - Iowa Electronic Signature (Recommended by Engineer / Approved)
	(Approved by PIRC (when applicable))
	(Approved by Administering Bureau or designee)
	(Approved by FHWA (when applicable))



**STAFF REPORT
CITY COUNCIL**
August 5, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 2

GENERAL INFORMATION

ATTACHMENTS

1. LTR-73rd Street-Pay App 2



**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

July 9, 2024

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

RE: 73rd Street Phase 1
STP-U-8477(615)—70-77
Pay Request 2

Dear Mr. Plagge:

Submitted for your approval is Pay Request 2 for the above-mentioned project. Pay Request 2 is for a total payment of \$26,838.91. The total value completed to date is \$327,727.60 plus \$26,041.09 in stored materials, minus 3% retainage of \$10,399.80. 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 Application 2. Upon approval of Pay Request 2, 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
Principal Engineer



City of Windsor Heights - Iowa

Detailed Payment

77-8477-615

Description	STP-U-8477(615)--70-77, Letting Date- March 19, 2024 73rd st Phase 1
Payment Number	2
Pay Period	06/01/2024 to 06/28/2024
Prime Contractor	ABSOLUTE CONCRETE CONSTRUCTION, INC.
Payment Status	Pending
Awarded Project Amount	\$6,739,027.05
Authorized Amount	\$6,753,277.05

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	0.000	0.000	0.000	\$0.00	\$0.00
CLEARING AND GRUBBING										
0020	2102-0425071	CY	\$50.000	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SPECIAL BACKFILL										
0030	2102-2710070	CY	\$15.000	10,333.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	\$0.00	\$0.00
EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL										
0050	2105-8425015	CY	\$8.000	2,124.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOPSOIL, STRIP, SALVAGE AND SPREAD										
0060	2109-8225100	STA	\$1,000.000	53.600	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	\$0.00	\$0.00
SHOULDER FINISHING, EARTH										
0110	2301-1033080	SY	\$75.000	19,678.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE										
0150	2435-0140148	EACH	\$5,500.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE, STORM SEWER, SW-401, 48 IN.										
0160	2435-0140160	EACH	\$7,800.000	7.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	37.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-505										
0200	2435-0250600	EACH	\$12,000.000	17.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-510										
0230	2435-0251230	EACH	\$4,100.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONNECTION TO EXISTING MANHOLE										
0300	2502-8212206	LF	\$22.000	5,105.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.										
0310	2502-8221006	EACH	\$800.000	17.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN RISER, 6 IN., AS PER PLAN										
0320	2502-8221303	EACH	\$400.000	17.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.										
0350	2503-0114218	LF	\$85.000	778.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.										
0360	2503-0114224	LF	\$110.000	2,556.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.										
0370	2503-0114230	LF	\$130.000	543.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.										
0380	2503-0114236	LF	\$170.000	180.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 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	21.500	0.000	21.500	21.500	\$537.50	\$537.50
REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.										
0430	2503-0200136	LF	\$45.000	115.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.										
0450	2510-6745850	SY	\$10.000	17,965.000	0.000	2,489.980	2,489.980	2,489.980	\$0.00	\$24,899.80
REMOVAL OF PAVEMENT										
0460	2510-6750600	EACH	\$900.000	51.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF INTAKES AND UTILITY ACCESSES										
0470	2511-0300000	SY	\$10.000	550.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF SIDEWALK										
0510	2511-7526004	SY	\$49.750	4,023.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, P.C. CONCRETE, 4 IN.										
0520	2511-7526006	SY	\$77.000	267.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, P.C. CONCRETE, 6 IN.										
0530	2511-7528101	SF	\$51.000	362.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	204.830	204.830	204.830	\$0.00	\$2,048.30
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	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF TYPE A SIGN										
0610	2524-6765210	EACH	\$100.000	21.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF TYPE A SIGN ASSEMBLY										
0620	2524-9276010	LF	\$35.000	390.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERFORATED SQUARE STEEL TUBE POSTS										
0630	2524-9276021	EACH	\$100.000	39.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	\$0.00	\$0.00
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	0.160	0.160	0.160	\$0.00	\$12,000.00
TRAFFIC CONTROL										
0730	2528-9290050	CDAY	\$200.000	60.000	0.000	14.000	14.000	14.000	\$0.00	\$2,800.00
PORTABLE DYNAMIC MESSAGE SIGN (PDMS)										

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
0740	2529-5070110	SY	\$100.000	51.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PATCHES, FULL-DEPTH FINISH, BY AREA										
0750	2533-4980005	LS	\$600,000.000	1.000	0.000	0.100	0.100	0.100	\$0.00	\$60,000.00
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	0.000	0.160	0.160	0.160	\$0.00	\$2,400.00
('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	0.000	0.160	0.160	0.160	\$0.00	\$1,152.00
('LUMP SUM' ITEM): SWPPP MANAGEMENT										
0800	2599-9999010	LS	\$80,000.000	1.000	0.000	0.330	0.330	0.330	\$0.00	\$26,400.00
('LUMP SUM' ITEM): VIBRATION MONITORING										
0810	2601-2634105	ACRE	\$4,110.000	2.630	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MULCHING, BONDED FIBER MATRIX										
0820	2601-2639010	SQ	\$65.000	1,150.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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										

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
0840	2602-0000150	LF	\$15.000	300.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STABILIZED CONSTRUCTION ENTRANCE, EC-303										
0850	2602-0000309	LF	\$3.000	10,000.000	0.000	115.000	115.000	115.000	\$0.00	\$345.00
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	16.000	0.000	16.000	16.000	\$160.00	\$160.00
OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602										
0880	2602-0000530	EACH	\$95.000	110.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GRATE INTAKE SEDIMENT FILTER BAG, EC-604										
0890	2602-0010010	EACH	\$600.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
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	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): INTAKE, SW-506 MOD, CAST-IN-PLACE										
Section Totals:									\$697.50	\$132,742.60
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.										

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
0920	2554-0114006	LF	\$60.000	101.000	29.000	35.000	64.000	64.000	\$1,740.00	\$3,840.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.										
0930	2554-0114008	LF	\$55.000	566.000	4.000	0.000	4.000	4.000	\$220.00	\$220.00
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	3,963.000	0.000	260.000	260.000	260.000	\$0.00	\$20,800.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.										
0960	2554-0114012	LF	\$105.000	714.000	0.000	451.000	451.000	451.000	\$0.00	\$47,355.00
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	242.000	1,739.000	1,981.000	1,981.000	\$4,840.00	\$39,620.00
FITTINGS BY WEIGHT, DUCTILE IRON										
1000	2554-0207008	EACH	\$2,700.000	12.000	0.000	1.000	1.000	1.000	\$0.00	\$2,700.00
VALVE, GATE, DIP, 8 IN.										
1010	2554-0207012	EACH	\$4,500.000	9.000	0.000	1.000	1.000	1.000	\$0.00	\$4,500.00
VALVE, GATE, DIP, 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
1020	2554-0210201	EACH	\$8,500.000	15.000	0.000	3.000	3.000	3.000	\$0.00	\$25,500.00
FIRE HYDRANT ASSEMBLY, WM-201										
1030	2554-0211002	EACH	\$1,750.000	6.000	0.000	5.000	5.000	5.000	\$0.00	\$8,750.00
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	8.000	0.000	8.000	8.000	\$3,280.00	\$3,280.00
('EACH' ITEM): TAP FEE, 1-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER										
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	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, OPPOSITE SIDE										
1080	2599-9999005	EACH	\$3,000.000	40.000	8.000	0.000	8.000	8.000	\$24,000.00	\$24,000.00
('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	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, EQUAL TO OR GREATER THAN 3, SAME 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
1120	2599-9999009	LF	\$45.000	1,005.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('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										
Section Totals:									\$34,080.00	\$194,985.00
Total Payments:									\$34,777.50	\$327,727.60

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	301.0 Days	18.0 Days	\$0.00	32.0 Days	269.0 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	\$3,108.53	\$3,108.53
Totals:		\$0.00	\$26,041.09	\$7,108.53	\$7,108.53

Stockpile	Fund Package	Current Advancements	Advancements To Date	Current Recoveries	Recoveries To Date
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	\$0.00
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	\$0.00
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	\$0.00
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	\$4,000.00	\$4,000.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, SAME SIDE					
		Totals:	\$0.00	\$26,041.09	\$7,108.53

Summary

Current Approved Work:	\$34,777.50	Approved Work To Date:	\$327,727.60
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$26,041.09
Current Stockpile Recovery:	\$7,108.53	Stockpile Recovery To Date:	\$7,108.53
Current Retainage:	\$830.06	Retainage To Date:	\$10,399.80
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:	\$26,838.91	Payments To Date:	\$336,260.36
Previous Payment:	\$309,421.45	Previous Payments To Date:	\$309,421.45

Funding Details

77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615:	\$697.50
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615:	\$34,080.00
77-8477-615-CAT-3 NON-PARTICIPATING:	\$0.00
Current Payment:	\$34,777.50

77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615 To Date:	\$132,742.60
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615 To Date:	\$194,985.00
77-8477-615-CAT-3 NON-PARTICIPATING To Date:	\$0.00
Payments To Date:	\$327,727.60

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-2-20240628

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
07/08/2024	Logan Petersen Absolute Concrete Construction Inc. Electronic Signature (Approved by Contractor (Optional))
07/09/2024	Justin Ernst Bolton & Menk, Inc. - Iowa Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))



**STAFF REPORT
CITY COUNCIL**

August 5, 2024

TO: CITY COUNCIL

FROM: Nate Weigl

SUBJECT: Approve 2023 Colby Park Improvements Pay Request 6

GENERAL INFORMATION

ATTACHMENTS

1. 0T6.128908 Pay Est #06 - June 2024_Signed



**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

July 1, 2024

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

RE: 2023 Colby Park Improvements
Pay Request 6

Dear Mr. Plagge:

Submitted for your approval is Pay Request 6 for the above-mentioned project. Pay Request 6 is for a total payment of \$308,013.42. The total value completed to date is \$1,002,182.78, minus 5% retainage of \$50,109.14. Please see Pay Request 6 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 6. Upon approval of Pay Request 6, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office.

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Nate Weitz, PLA
Senior Project Landscape Architect

Contractor's Application for Payment

Owner: <u>CITY OF WINDSOR HEIGHTS, IOWA</u> Engineer: <u>BOLTON & MENK, INC.</u> Contractor: <u>CALIBER CONCRETE, LLC</u> Project: <u>2023 COLBY PARK IMPROVEMENTS</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>OT6.128908</u> Agency's Project No.: _____																						
Application No.: <u>6</u> Application Date: <u>7/15/2024</u>																							
Application Period: From <u>5/25/2024</u> To <u>6/28/2024</u>																							
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">1. Original Contract Price</td><td style="width: 40%; text-align: right;">\$ 2,852,637.72</td></tr><tr><td>2. Net Change By Change Orders</td><td style="text-align: right;">\$ 300,548.82</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 3,153,186.54</td></tr><tr><td>4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)</td><td style="text-align: right;">\$ 1,002,182.78</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. 5% X \$ 1,002,182.78 Work Completed</td><td style="text-align: right;">\$ 50,109.14</td></tr><tr><td> b. 5% X \$ - Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 50,109.14</td></tr><tr><td>6. Amount Eligible To Date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 952,073.64</td></tr><tr><td>7. Less Previous Payments</td><td style="text-align: right;">\$ 644,060.22</td></tr><tr><td>8. Amount Due This Application</td><td style="text-align: right;">\$ 308,013.42</td></tr></table>		1. Original Contract Price	\$ 2,852,637.72	2. Net Change By Change Orders	\$ 300,548.82	3. Current Contract Price (Line 1 + Line 2)	\$ 3,153,186.54	4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$ 1,002,182.78	5. Retainage		a. 5% X \$ 1,002,182.78 Work Completed	\$ 50,109.14	b. 5% X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 50,109.14	6. Amount Eligible To Date (Line 4 - Line 5.c)	\$ 952,073.64	7. Less Previous Payments	\$ 644,060.22	8. Amount Due This Application	\$ 308,013.42
1. Original Contract Price	\$ 2,852,637.72																						
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a. 5% X \$ 1,002,182.78 Work Completed	\$ 50,109.14																						
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c. Total Retainage (Line 5.a + Line 5.b)	\$ 50,109.14																						
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7. Less Previous Payments	\$ 644,060.22																						
8. Amount Due This Application	\$ 308,013.42																						
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																							
Contractor: <u>Caliber Concrete, LLC</u>																							
Signature: <u>Mike Weil</u>	Date: <u>7.1.24</u>																						
Name: <u>Michael Weil</u>	Title: <u>Office Controller</u>																						
Recommended by Engineer: Bolton & Menk, Inc. 430 E GRAND, SUITE 101, DES MOINES, IA 50309																							
By: <u>Nate Weitz</u>	Approved by Owner:																						
Name: <u>Nate Weitz</u>	Name: _____																						
Title: <u>Senior Project Landscape Architect</u>	Title: _____																						
Date: <u>07/01/2024</u>	Date: _____																						

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	OT6.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 6		Application Period: From 05/25/24 to 06/28/24		Application Date: 7/15/2024							
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	Value of Item (H / F)	
Original Contract											
1	CLEARING AND GRUBBING	1.00	LS	30,850.00	30,850.00	1.00	30,850.00	1.00	30,850.00	100%	-
2	TOPSOIL, COMPOST AMENDED	500.00	CY	85.00	42,500.00	80.00	6,800.00	80.00	6,800.00	16%	35,700.00
3	EXCAVATION, CLASS 10	2,500.00	CY	12.00	30,000.00	1,250.00	15,000.00	2,500.00	30,000.00	100%	-
4	SUBBASE, MODIFIED, BERM	255.00	TON	42.50	10,837.50	-	-	242.60	10,310.50	95%	527.00
5	LINEAR TRENCH DRAIN, 8 INCH	75.00	LF	150.00	11,250.00	-	-	-	-	-	11,250.00
6	SUBDRAIN, SOLID WALL PVC, 4 INCH	50.00	LF	32.00	1,600.00	60.00	1,920.00	60.00	1,920.00	120%	(320.00)
7	BACKFLOW PREVENTER, SEWER, 4 INCH	1.00	EA	400.00	400.00	1.00	400.00	1.00	400.00	100%	-
8	SUBDRAIN, SOLID WALL PVC, 8 INCH	288.00	LF	65.00	18,720.00	287.00	18,655.00	287.00	18,655.00	100%	65.00
9	SUBDRAIN, HDPE, 8 INCH	85.00	LF	100.00	8,500.00	193.00	19,300.00	193.00	19,300.00	227%	(10,800.00)
10	SUBDRAIN CLEANOUT, 8 INCH, TYPE A-1	2.00	EA	1,500.00	3,000.00	-	-	-	-	-	3,000.00
11	SUBDRAIN OUTLETS AND CONNECTIONS, 8 INCH, TYPE A-1	2.00	EA	500.00	1,000.00	-	-	-	-	-	1,000.00
12	WATER SERVICE	1.00	LS	8,000.00	8,000.00	1.00	8,000.00	1.00	8,000.00	100%	-
13	WATER SERVICE, WATER FOUNTAIN	1.00	LS	8,000.00	8,000.00	1.00	8,000.00	1.00	8,000.00	100%	-
14	VALVE, GATE, 4 INCH	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	1.00	3,500.00	100%	-
15	BACKFLOW PREVENTER	1.00	EA	20,000.00	20,000.00	1.00	20,000.00	1.00	20,000.00	100%	-
16	METER PIT	1.00	EA	20,000.00	20,000.00	1.00	20,000.00	1.00	20,000.00	100%	-
17	PRESSURE REDUCING VALVE	1.00	EA	12,000.00	12,000.00	1.00	12,000.00	1.00	12,000.00	100%	-
18	FLUSHING DEVICE (BLOW OFF), 2 INCH	1.00	EA	2,000.00	2,000.00	1.00	2,000.00	1.00	2,000.00	100%	-
19	PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE	1.00	EA	2,500.00	2,500.00	1.00	2,500.00	1.00	2,500.00	100%	-
20	TAP FEE	1.00	EA	12,000.00	12,000.00	1.00	12,000.00	1.00	12,000.00	100%	-
21	INTAKE, SW-512, 48 INCH	2.00	EA	4,500.00	9,000.00	1.50	6,750.00	2.00	9,000.00	100%	-
22	NYLOPLAST DRAIN BASIN, 18 INCH	3.00	EA	2,700.00	8,100.00	2.25	6,075.00	3.00	8,100.00	100%	-
23	EXTERNAL DROP CONNECTION	1.00	EA	7,000.00	7,000.00	1.00	7,000.00	1.00	7,000.00	100%	-
24	MANHOLE ADJUSTMENT, MINOR	1.00	EA	2,500.00	2,500.00	0.75	1,875.00	0.75	1,875.00	75%	625.00
25	MANHOLE ADJUSTMENT, MAJOR	2.00	EA	3,500.00	7,000.00	0.75	2,625.00	1.00	3,500.00	50%	3,500.00
26	MANHOLE ADJUSTMENT, MAJOR, WRA	1.00	EA	5,000.00	5,000.00	0.75	3,750.00	1.00	5,000.00	100%	-
27	REMOVE INTAKE	2.00	EA	750.00	1,500.00	2.00	1,500.00	2.00	1,500.00	100%	-
28	PAVEMENT, PCC, 7 INCH	345.00	SY	97.22	33,540.90	51.25	4,982.53	51.25	4,982.53	15%	28,558.37
29	PAVEMENT, PCC, 5 INCH, REINFORCED (SPLASHPAD)	258.00	SY	130.62	33,699.96	-	-	198.79	25,965.95	77%	7,734.01
30	PAVEMENT, PCC, 7 INCH, INTEGRAL COLOR	305.00	SY	130.12	39,686.60	-	-	-	-	-	39,686.60
31	CURB AND GUTTER, 2 FT, 7 INCH	45.00	LF	51.60	2,322.00	-	-	-	-	-	2,322.00
32	REMOVAL OF SIDEWALK	1,275.00	SY	11.00	14,025.00	1,278.00	14,058.00	1,278.00	14,058.00	100%	(33.00)
33	SIDEWALK, PCC, 5 INCH	2,410.00	SY	76.79	185,063.90	757.89	58,198.37	1,683.00	129,237.57	70%	55,826.33

EJCDC C-620 Contractor's Application for Payment

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Unit Price

1 of 4

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	0T6.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.:	6	Application Period:	From	05/25/24	to	06/28/24	Application Date:	7/15/2024
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A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)		
34	SIDEWALK, PCC, 6 INCH	175.00	SY	82.26	14,395.50	-	-	23.73	1,952.03	14%	12,443.47
35	PAVEMENT REMOVAL	895.00	SY	11.00	9,845.00	895.00	9,845.00	895.00	9,845.00	100%	-
36	SALVAGE BRICK PAVERS	250.00	SY	30.00	7,500.00	250.00	7,500.00	250.00	7,500.00	100%	-
37	CURB AND GUTTER REMOVAL	45.00	LF	9.00	405.00	39.00	351.00	39.00	351.00	87%	54.00
38	PCC EDGE RESTRAINT, FLUSH, 2 FEET	210.00	LF	52.00	10,920.00	-	-	112.00	5,824.00	53%	5,096.00
39	TEMPORARY TRAFFIC CONTROL	1.00	LS	1,000.00	1,000.00	0.40	400.00	0.40	400.00	40%	600.00
40	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND	1.00	AC	15,000.00	15,000.00	-	-	-	-	-	15,000.00
41	SOD	250.00	SQ	100.00	25,000.00	-	-	12.20	1,220.00	5%	23,780.00
42	DECIDUOUS SHRUBS	195.00	EA	77.50	15,112.50	-	-	-	-	-	15,112.50
43	ORNAMENTAL TREE	18.00	EA	346.50	6,237.00	-	-	-	-	-	6,237.00
44	PERENNIAL GROUND COVER (1 GAL)	897.00	EA	36.00	32,292.00	-	-	-	-	-	32,292.00
45	DECIDUOUS TREE	19.00	EA	517.50	9,832.50	-	-	-	-	-	9,832.50
46	EVERGREEN TREE	7.00	EA	440.50	3,083.50	-	-	-	-	-	3,083.50
47	SWPPP PREPARATION	1.00	LS	1,500.00	1,500.00	1.00	1,500.00	1.00	1,500.00	100%	-
48	SWPPP MANAGEMENT	1.00	LS	7,800.00	7,800.00	0.20	1,560.00	0.30	2,340.00	30%	5,460.00
49	FILTER SOCK, 8", INSTALL, MAINTAIN, AND REMOVE	5,000.00	LF	3.25	16,250.00	1,575.00	5,118.75	1,575.00	5,118.75	32%	11,131.25
50	HANDRAIL, PAINTED	401.00	LF	110.00	44,110.00	-	-	-	-	-	44,110.00
51	MOBILIZATION	1.00	LS	110,000.00	110,000.00	0.50	55,000.00	0.50	55,000.00	50%	55,000.00
52	CONCRETE WASHOUT	1.00	LS	1,500.00	1,500.00	1.00	1,500.00	1.00	1,500.00	100%	-
53	TENNIS COURT PAVEMENT AND FENCE REMOVAL	1.00	LS	18,500.00	18,500.00	1.00	18,500.00	1.00	18,500.00	100%	-
54	CONCRETE SURFACE STAIN	1,335.00	SF	10.00	13,350.00	-	-	-	-	-	13,350.00
55	NON-SKID RUBBERIZED COATING (SPLASHPAD)	1,945.00	SF	13.00	25,285.00	-	-	-	-	-	25,285.00
56	REINFORCED CAST-IN-PLACE CONCRETE RETAINING WALL	30.00	CY	1,250.00	37,500.00	30.00	37,500.00	30.00	37,500.00	100%	-
57	REINFORCED CAST-IN-PLACE CONCRETE PIERS (LEAF SEAT	36.00	EA	300.00	10,800.00	25.00	7,500.00	25.00	7,500.00	69%	3,300.00
58	REINFORCED CAST-IN-PLACE CONCRETE WALL (LEAF SEAT	785.00	CF	38.25	30,026.25	-	-	-	-	-	30,026.25
59	CONCRETE STEPPING PLANKS	7.00	EA	300.00	2,100.00	-	-	-	-	-	2,100.00
60	DRINKING FOUNTAIN	1.00	EA	10,000.00	10,000.00	1.00	10,000.00	1.00	10,000.00	100%	-
61	SPLASH PAD EQUIPMENT & INSTALLATION	1.00	LS	250,000.00	250,000.00	0.80	200,000.00	0.80	200,000.00	80%	50,000.00
62	SALVAGE & REINSTALL FURNISHINGS	1.00	LS	5,000.00	5,000.00	-	-	-	-	-	5,000.00
63	PLAYGROUND EQUIPMENT & INSTALLATION	1.00	LS	690,490.00	690,490.00	-	-	-	-	-	690,490.00
64	FALL ATTENUATION SURFACING, POUR-IN-PLACE	6,825.00	SF	37.09	253,139.25	-	-	-	-	-	253,139.25
65	FALL ATTENUATION SURFACING, SYNTHETIC TURF	2,000.00	SF	39.96	79,920.00	-	-	303.30	12,119.87	15%	67,800.13
66	BIKE RACK	8.00	EA	800.00	6,400.00	-	-	-	-	-	6,400.00
67	BENCH (WOOD)	4.00	EA	2,446.00	9,784.00	-	-	-	-	-	9,784.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	0T6.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 6 Application Period: From 05/25/24 to 06/28/24 Application Date: 7/15/2024

A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)		
68	STONE BLOCK BENCH	8.00	EA	1,512.50	12,100.00	-	-	-	-	-	12,100.00
69	ELECTRICAL IMPROVEMENTS, DEMO & SITE PREP	1.00	LS	9,000.00	9,000.00	1.00	9,000.00	1.00	9,000.00	100%	-
70	ELECTRICAL IMPROVEMENTS, CIRCUITS	1.00	LS	55,880.00	55,880.00	-	-	-	-	-	55,880.00
71	ELECTRICAL IMPROVEMENTS, POLETOP LIGHTS	1.00	LS	112,000.00	112,000.00	-	-	0.10	11,200.00	10%	100,800.00
72	ELECTRICAL IMPROVEMENTS, BOLLARDS	1.00	LS	47,000.00	47,000.00	-	-	0.10	4,700.00	10%	42,300.00
73	ELECTRICAL IMPROVEMENTS, SALVAGE & RELOCATE B-CYCLE	1.00	LS	1,000.00	1,000.00	-	-	-	-	-	1,000.00
A1	PAVEMENT, PCC, 7 INCH	227.00	SY	87.98	19,971.46	65.80	5,789.08	75.90	6,677.68	33%	13,293.78
A2	CURB AND GUTTER, 2 FT, 7 INCH	64.00	LF	51.60	3,302.40	-	-	25.00	1,290.00	39%	2,012.40
A3	PAVEMENT REMOVAL	155.00	SY	11.00	1,705.00	-	-	21.90	240.90	14%	1,464.10
A4	CURB AND GUTTER REMOVAL	64.00	LF	9.00	576.00	-	-	80.50	724.50	126%	(148.50)
B1	SPLASH PAD OVERHEAD STRUCTURES	3.00	EA	39,424.00	118,272.00	3.00	118,272.00	3.00	118,272.00	100%	-
C1	CAST STONE CUSTOM WALLS (LEAF SEAT WALLS)	599.00	CF	78.50	47,021.50	400.00	31,400.00	400.00	31,400.00	67%	15,621.50
D1	IRRIGATION MODIFY AND EXTEND	1.00	LS	51,112.00	51,112.00	-	-	-	-	-	51,112.00
E1	CHAIN LINK FENCE, GALVANIZED, 6'	87.00	LF	52.00	4,524.00	-	-	-	-	-	4,524.00
		-	-	-	-	-	-	-	-	-	-
Original Contract Totals					\$ 2,852,637.72		\$ 808,474.73		\$ 978,130.28	34.0%	\$ 1,874,507.44

Change Orders											
CO1	CLEARING AND GRUBBING, TREE STUMP	1.00	LS	500.00	500.00	1.00	500.00	1.00	500.00		-
CO2	CLEARING AND GRUBBING, TREES	1.00	LS	500.00	500.00	1.00	500.00	1.00	500.00		-
1	CLEARING AND GRUBBING	1.00	LS	4,500.00	4,500.00			1.00	4,500.00		-
2	TOPSOIL, COMPOST AMENDED	35.00	CY	90.00	3,150.00			-	-		3,150.00
3	EXCAVATION, CLASS 10	50.00	CY	50.00	2,500.00			50.00	2,500.00		-
28	PAVEMENT, PCC, 7 INCH	435.00	SY	109.86	47,789.10			-	-		47,789.10
30	PAVEMENT, PCC, 7 INCH, COLORED	455.00	SY	141.11	64,205.05			-	-		64,205.05
31	CURB AND GUTTER, 2 FT, 7 INCH	285.00	LF	51.60	14,706.00			-	-		14,706.00
32	REMOVAL OF SIDEWALK	715.00	SY	11.00	7,865.00			715.00	7,865.00		-
33	SIDEWALK, PCC, 5 INCH	105.00	SY	76.79	8,062.95			-	-		8,062.95
34	SIDEWALK, PCC, 6 INCH	(93.00)	SY	82.26	(7,650.18)			-	-		(7,650.18)
37	CURB AND GUTTER REMOVAL	313.00	LF	9.00	2,817.00			-	-		2,817.00
39	TEMPORARY TRAFFIC CONTROL	1.00	LS	6,400.00	6,400.00			1.00	6,400.00		-
41	SOD	35.00	SQ	90.00	3,150.00			-	-		3,150.00
42	DECIDUOUS SHRUBS	47.00	EA	77.50	3,642.50			-	-		3,642.50
43	ORNAMENTAL TREE	(2.00)	EA	346.50	(693.00)			-	-		(693.00)

EJCDC C-620 Contractor's Application for Payment

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Unit Price

3 of 4

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	076.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 6		Application Period: From 05/25/24 to 06/28/24		Application Date: 7/15/2024							
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	Value of Item (H / F)	
44	PERENNIAL GROUND COVER (1 GAL)	(12.00)	EA	36.00	(432.00)			-	-		(432.00)
45	DECIDUOUS TREE	11.00	EA	517.50	5,692.50			-	-		5,692.50
46	EVERGREEN TREE	1.00	EA	440.50	440.50			-	-		440.50
47	SWPPP PREPARATION	1.00	LS	500.00	500.00			-	-		500.00
49	FILTER SOCK, 8"	600.00	LF	3.25	1,950.00			550.00	1,787.50		162.50
51	MOBILIZATION	1.00	LS	8,623.00	8,623.00			-	-		8,623.00
54	CONCRETE SURFACE STAIN	90.00	SF	10.00	900.00			-	-		900.00
76	PAVEMENT MARKINGS REMOVED	2.00	STA	2,000.00	4,000.00			-	-		4,000.00
79	CONCRETE PLANTER CURB	295.00	LF	52.12	15,375.40			-	-		15,375.40
80	ELECTRICAL IMPROVEMENTS	1.00	LS	102,055.00	102,055.00			-	-		102,055.00
Change Order Totals					\$ 300,548.82		\$ 1,000.00		\$ 24,052.50	8%	\$ 276,496.32
Original Contract and Change Orders											
Project Totals					\$ 3,153,186.54		\$ 809,474.73		\$ 1,002,182.78	31.8%	\$ 2,151,003.76



STAFF REPORT
CITY COUNCIL
August 5, 2024

TO: CITY COUNCIL

FROM:

SUBJECT: Approve 2023 Colby Park Improvements Pay Request 7

GENERAL INFORMATION

ATTACHMENTS

1. 0T6.128908 Pay Est #07 - July 2024_Signed



**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

July 31, 2024

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

RE: 2023 Colby Park Improvements
Pay Request 7

Dear Mr. Plagge:

Submitted for your approval is Pay Request 7 for the above-mentioned project. Pay Request 7 is for a total payment of \$681,416.33. The total value completed to date is \$1,719,463.13, minus 5% retainage of \$85,973.16. Please see Pay Request 7 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 7. Upon approval of Pay Request 7, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office.

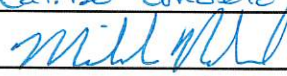
Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Nate Weitz, PLA
Senior Project Landscape Architect

Contractor's Application for Payment

Owner: <u>CITY OF WINDSOR HEIGHTS, IOWA</u> Engineer: <u>BOLTON & MENK, INC.</u> Contractor: <u>CALIBER CONCRETE, LLC</u> Project: <u>2023 COLBY PARK IMPROVEMENTS</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>OT6.128908</u> Agency's Project No.: _____																								
Application No.: <u>7</u> Application Date: <u>8/19/2024</u>																									
Application Period: From <u>6/29/2024</u> To <u>7/26/2024</u>																									
<table style="width: 100%;"><tr><td style="width: 60%;">1. Original Contract Price</td><td style="width: 40%; text-align: right;">\$ 2,852,637.72</td></tr><tr><td>2. Net Change By Change Orders</td><td style="text-align: right;">\$ 300,548.82</td></tr><tr><td colspan="2"> </td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 3,153,186.54</td></tr><tr><td>4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)</td><td style="text-align: right;">\$ 1,719,463.13</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. 5% X \$ 1,719,463.13 Work Completed</td><td style="text-align: right;">\$ 85,973.16</td></tr><tr><td> b. 5% X \$ - Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 85,973.16</td></tr><tr><td>6. Amount Eligible To Date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 1,633,489.97</td></tr><tr><td>7. Less Previous Payments</td><td style="text-align: right;">\$ 952,073.64</td></tr><tr><td>8. Amount Due This Application</td><td style="text-align: right;">\$ 681,416.33</td></tr></table>		1. Original Contract Price	\$ 2,852,637.72	2. Net Change By Change Orders	\$ 300,548.82			3. Current Contract Price (Line 1 + Line 2)	\$ 3,153,186.54	4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$ 1,719,463.13	5. Retainage		a. 5% X \$ 1,719,463.13 Work Completed	\$ 85,973.16	b. 5% X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 85,973.16	6. Amount Eligible To Date (Line 4 - Line 5.c)	\$ 1,633,489.97	7. Less Previous Payments	\$ 952,073.64	8. Amount Due This Application	\$ 681,416.33
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7. Less Previous Payments	\$ 952,073.64																								
8. Amount Due This Application	\$ 681,416.33																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Caliber Concrete LLC</u>																									
Signature: <u></u>	Date: <u>8-1-2024</u>																								
Name: <u>Michael Nolud</u>	Title: <u>Office Controller</u>																								
Recommended by Engineer: Bolton & Menk, Inc. 430 E GRAND, SUITE 101, DES MOINES, IA 50309																									
By: <u></u>	Approved by Owner:																								
Name: <u>Nate Weitz</u>	Name: _____																								
Title: <u>Senior Project Landscape Architect</u>	Title: _____																								
Date: <u>8/1/2024</u>	Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	0T6.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 7 Application Period: From 06/29/24 to 07/26/24 Application Date: 8/19/2024

A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	Value of Item (H / F)	
Original Contract											
1	CLEARING AND GRUBBING	1.00	LS	30,850.00	30,850.00	1.00	30,850.00	1.00	30,850.00	100%	-
2	TOPSOIL, COMPOST AMENDED	500.00	CY	85.00	42,500.00	80.00	6,800.00	375.00	31,875.00	75%	10,625.00
3	EXCAVATION, CLASS 10	2,500.00	CY	12.00	30,000.00	2,500.00	30,000.00	2,500.00	30,000.00	100%	-
4	SUBBASE, MODIFIED, BERM	255.00	TON	42.50	10,837.50	242.60	10,310.50	242.60	10,310.50	95%	527.00
5	LINEAR TRENCH DRAIN, 8 INCH	75.00	LF	150.00	11,250.00	-	-	75.00	11,250.00	100%	-
6	SUBDRAIN, SOLID WALL PVC, 4 INCH	50.00	LF	32.00	1,600.00	60.00	1,920.00	60.00	1,920.00	120%	(320.00)
7	BACKFLOW PREVENTER, SEWER, 4 INCH	1.00	EA	400.00	400.00	1.00	400.00	1.00	400.00	100%	-
8	SUBDRAIN, SOLID WALL PVC, 8 INCH	288.00	LF	65.00	18,720.00	287.00	18,655.00	287.00	18,655.00	100%	65.00
9	SUBDRAIN, HDPE, 8 INCH	85.00	LF	100.00	8,500.00	193.00	19,300.00	193.00	19,300.00	227%	(10,800.00)
10	SUBDRAIN CLEANOUT, 8 INCH, TYPE A-1	2.00	EA	1,500.00	3,000.00	-	-	1.00	1,500.00	50%	1,500.00
11	SUBDRAIN OUTLETS AND CONNECTIONS, 8 INCH, TYPE A-1	2.00	EA	500.00	1,000.00	-	-	-	-	-	1,000.00
12	WATER SERVICE	1.00	LS	8,000.00	8,000.00	1.00	8,000.00	1.00	8,000.00	100%	-
13	WATER SERVICE, WATER FOUNTAIN	1.00	LS	8,000.00	8,000.00	1.00	8,000.00	1.00	8,000.00	100%	-
14	VALVE, GATE, 4 INCH	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	1.00	3,500.00	100%	-
15	BACKFLOW PREVENTER	1.00	EA	20,000.00	20,000.00	1.00	20,000.00	1.00	20,000.00	100%	-
16	METER PIT	1.00	EA	20,000.00	20,000.00	1.00	20,000.00	1.00	20,000.00	100%	-
17	PRESSURE REDUCING VALVE	1.00	EA	12,000.00	12,000.00	1.00	12,000.00	1.00	12,000.00	100%	-
18	FLUSHING DEVICE (BLOW OFF), 2 INCH	1.00	EA	2,000.00	2,000.00	1.00	2,000.00	1.00	2,000.00	100%	-
19	PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE	1.00	EA	2,500.00	2,500.00	1.00	2,500.00	1.00	2,500.00	100%	-
20	TAP FEE	1.00	EA	12,000.00	12,000.00	1.00	12,000.00	1.00	12,000.00	100%	-
21	INTAKE, SW-512, 48 INCH	2.00	EA	4,500.00	9,000.00	2.00	9,000.00	2.00	9,000.00	100%	-
22	NYLOPLAST DRAIN BASIN, 18 INCH	3.00	EA	2,700.00	8,100.00	3.00	8,100.00	3.00	8,100.00	100%	-
23	EXTERNAL DROP CONNECTION	1.00	EA	7,000.00	7,000.00	1.00	7,000.00	1.00	7,000.00	100%	-
24	MANHOLE ADJUSTMENT, MINOR	1.00	EA	2,500.00	2,500.00	0.75	1,875.00	0.75	1,875.00	75%	625.00
25	MANHOLE ADJUSTMENT, MAJOR	2.00	EA	3,500.00	7,000.00	1.00	3,500.00	1.00	3,500.00	50%	3,500.00
26	MANHOLE ADJUSTMENT, MAJOR, WRA	1.00	EA	5,000.00	5,000.00	1.00	5,000.00	1.00	5,000.00	100%	-
27	REMOVE INTAKE	2.00	EA	750.00	1,500.00	2.00	1,500.00	2.00	1,500.00	100%	-
28	PAVEMENT, PCC, 7 INCH	345.00	SY	97.22	33,540.90	51.25	4,982.53	51.25	4,982.53	15%	28,558.37
29	PAVEMENT, PCC, 5 INCH, REINFORCED (SPLASHPAD)	258.00	SY	130.62	33,699.96	198.79	25,965.95	198.79	25,965.95	77%	7,734.01
30	PAVEMENT, PCC, 7 INCH, INTEGRAL COLOR	305.00	SY	130.12	39,686.60	-	-	-	-	-	39,686.60
31	CURB AND GUTTER, 2 FT, 7 INCH	45.00	LF	51.60	2,322.00	-	-	-	-	-	2,322.00
32	REMOVAL OF SIDEWALK	1,275.00	SY	11.00	14,025.00	1,278.00	14,058.00	1,278.00	14,058.00	100%	(33.00)
33	SIDEWALK, PCC, 5 INCH	2,410.00	SY	76.79	185,063.90	1,683.00	129,237.57	1,890.60	145,179.17	78%	39,884.73

EJCDC C-620 Contractor's Application for Payment

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Unit Price

1 of 4

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	OT6.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 7 Application Period: From 06/29/24 to 07/26/24 Application Date: 8/19/2024

A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)		
34	SIDEWALK, PCC, 6 INCH	175.00	SY	82.26	14,395.50	23.73	1,952.03	23.73	1,952.03	14%	12,443.47
35	PAVEMENT REMOVAL	895.00	SY	11.00	9,845.00	895.00	9,845.00	895.00	9,845.00	100%	-
36	SALVAGE BRICK PAVERS	250.00	SY	30.00	7,500.00	250.00	7,500.00	250.00	7,500.00	100%	-
37	CURB AND GUTTER REMOVAL	45.00	LF	9.00	405.00	39.00	351.00	39.00	351.00	87%	54.00
38	PCC EDGE RESTRAINT, FLUSH, 2 FEET	210.00	LF	52.00	10,920.00	112.00	5,824.00	156.00	8,112.00	74%	2,808.00
39	TEMPORARY TRAFFIC CONTROL	1.00	LS	1,000.00	1,000.00	0.40	400.00	0.57	570.00	57%	430.00
40	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND	1.00	AC	15,000.00	15,000.00	-	-	-	-	-	15,000.00
41	SOD	250.00	SQ	100.00	25,000.00	12.20	1,220.00	12.20	1,220.00	5%	23,780.00
42	DECIDUOUS SHRUBS	195.00	EA	77.50	15,112.50	-	-	-	-	-	15,112.50
43	ORNAMENTAL TREE	18.00	EA	346.50	6,237.00	-	-	-	-	-	6,237.00
44	PERENNIAL GROUND COVER (1 GAL)	897.00	EA	36.00	32,292.00	-	-	-	-	-	32,292.00
45	DECIDUOUS TREE	19.00	EA	517.50	9,832.50	-	-	-	-	-	9,832.50
46	EVERGREEN TREE	7.00	EA	440.50	3,083.50	-	-	-	-	-	3,083.50
47	SWPPP PREPARATION	1.00	LS	1,500.00	1,500.00	1.00	1,500.00	1.00	1,500.00	100%	-
48	SWPPP MANAGEMENT	1.00	LS	7,800.00	7,800.00	0.30	2,340.00	0.55	4,290.00	55%	3,510.00
49	FILTER SOCK, 8", INSTALL, MAINTAIN, AND REMOVE	5,000.00	LF	3.25	16,250.00	1,575.00	5,118.75	1,575.00	5,118.75	32%	11,131.25
50	HANDRAIL, PAINTED	401.00	LF	110.00	44,110.00	-	-	-	-	-	44,110.00
51	MOBILIZATION	1.00	LS	110,000.00	110,000.00	0.50	55,000.00	1.00	110,000.00	100%	-
52	CONCRETE WASHOUT	1.00	LS	1,500.00	1,500.00	1.00	1,500.00	1.00	1,500.00	100%	-
53	TENNIS COURT PAVEMENT AND FENCE REMOVAL	1.00	LS	18,500.00	18,500.00	1.00	18,500.00	1.00	18,500.00	100%	-
54	CONCRETE SURFACE STAIN	1,335.00	SF	10.00	13,350.00	-	-	-	-	-	13,350.00
55	NON-SKID RUBBERIZED COATING (SPLASHPAD)	1,945.00	SF	13.00	25,285.00	-	-	-	-	-	25,285.00
56	REINFORCED CAST-IN-PLACE CONCRETE RETAINING WALL	30.00	CY	1,250.00	37,500.00	30.00	37,500.00	30.00	37,500.00	100%	-
57	REINFORCED CAST-IN-PLACE CONCRETE PIERS (LEAF SEAT	36.00	EA	300.00	10,800.00	25.00	7,500.00	25.00	7,500.00	69%	3,300.00
58	REINFORCED CAST-IN-PLACE CONCRETE WALL (LEAF SEAT	785.00	CF	38.25	30,026.25	-	-	-	-	-	30,026.25
59	CONCRETE STEPPING PLANKS	7.00	EA	300.00	2,100.00	-	-	-	-	-	2,100.00
60	DRINKING FOUNTAIN	1.00	EA	10,000.00	10,000.00	1.00	10,000.00	1.00	10,000.00	100%	-
61	SPLASH PAD EQUIPMENT & INSTALLATION	1.00	LS	250,000.00	250,000.00	0.80	200,000.00	0.80	200,000.00	80%	50,000.00
62	SALVAGE & REINSTALL FURNISHINGS	1.00	LS	5,000.00	5,000.00	-	-	-	-	-	5,000.00
63	PLAYGROUND EQUIPMENT & INSTALLATION	1.00	LS	690,490.00	690,490.00	-	-	0.65	448,818.50	65%	241,671.50
64	FALL ATTENUATION SURFACING, POUR-IN-PLACE	6,825.00	SF	37.09	253,139.25	-	-	1,150.00	42,653.50	17%	210,485.75
65	FALL ATTENUATION SURFACING, SYNTHETIC TURF	2,000.00	SF	39.96	79,920.00	303.30	12,119.87	303.30	12,119.87	15%	67,800.13
66	BIKE RACK	8.00	EA	800.00	6,400.00	-	-	-	-	-	6,400.00
67	BENCH (WOOD)	4.00	EA	2,446.00	9,784.00	-	-	-	-	-	9,784.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: CITY OF WINDSOR HEIGHTS, IOWA
 Engineer: BOLTON & MENK, INC.
 Contractor: CALIBER CONCRETE, LLC
 Project: 2023 COLBY PARK IMPROVEMENTS
 Contract:

Owner's Project No.:
 Engineer's Project No.: 0T6.128908
 Agency's Project No.:

Application No.: 7 Application Period: From 06/29/24 to 07/26/24 Application Date: 8/19/2024

A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)		
68	STONE BLOCK BENCH	8.00	EA	1,512.50	12,100.00	-	-	-	-	-	12,100.00
69	ELECTRICAL IMPROVEMENTS, DEMO & SITE PREP	1.00	LS	9,000.00	9,000.00	1.00	9,000.00	1.00	9,000.00	100%	-
70	ELECTRICAL IMPROVEMENTS, CIRCUITS	1.00	LS	55,880.00	55,880.00	-	-	0.50	27,940.00	50%	27,940.00
71	ELECTRICAL IMPROVEMENTS, POLETOP LIGHTS	1.00	LS	112,000.00	112,000.00	0.10	11,200.00	0.50	56,000.00	50%	56,000.00
72	ELECTRICAL IMPROVEMENTS, BOLLARDS	1.00	LS	47,000.00	47,000.00	0.10	4,700.00	0.50	23,500.00	50%	23,500.00
73	ELECTRICAL IMPROVEMENTS, SALVAGE & RELOCATE B-CYCLE	1.00	LS	1,000.00	1,000.00	-	-	-	-	-	1,000.00
A1	PAVEMENT, PCC, 7 INCH	227.00	SY	87.98	19,971.46	75.90	6,677.68	75.90	6,677.68	33%	13,293.78
A2	CURB AND GUTTER, 2 FT, 7 INCH	64.00	LF	51.60	3,302.40	25.00	1,290.00	25.00	1,290.00	39%	2,012.40
A3	PAVEMENT REMOVAL	155.00	SY	11.00	1,705.00	21.90	240.90	21.90	240.90	14%	1,464.10
A4	CURB AND GUTTER REMOVAL	64.00	LF	9.00	576.00	80.50	724.50	80.50	724.50	126%	(148.50)
B1	SPLASH PAD OVERHEAD STRUCTURES	3.00	EA	39,424.00	118,272.00	3.00	118,272.00	3.00	118,272.00	100%	-
C1	CAST STONE CUSTOM WALLS (LEAF SEAT WALLS)	599.00	CF	78.50	47,021.50	400.00	31,400.00	400.00	31,400.00	67%	15,621.50
D1	IRRIGATION MODIFY AND EXTEND	1.00	LS	51,112.00	51,112.00	-	-	-	-	-	51,112.00
E1	CHAIN LINK FENCE, GALVANIZED, 6'	87.00	LF	52.00	4,524.00	-	-	-	-	-	4,524.00
		-	-	-	-	-	-	-	-	-	-
Original Contract Totals					\$ 2,852,637.72		\$ 978,130.28		\$ 1,674,316.88	59.0%	\$ 1,178,320.84

Change Orders											
CO1	CLEARING AND GRUBBING, TREE STUMP	1.00	LS	500.00	500.00	1.00	500.00	1.00	500.00	100%	-
CO2	CLEARING AND GRUBBING, TREES	1.00	LS	500.00	500.00	1.00	500.00	1.00	500.00	100%	-
1	CLEARING AND GRUBBING	1.00	LS	4,500.00	4,500.00			1.00	4,500.00	100%	-
2	TOPSOIL, COMPOST AMENDED	35.00	CY	90.00	3,150.00			-	-	-	3,150.00
3	EXCAVATION, CLASS 10	50.00	CY	50.00	2,500.00			50.00	2,500.00	100%	-
28	PAVEMENT, PCC, 7 INCH	435.00	SY	109.86	47,789.10			28.40	3,120.02	7%	44,669.08
30	PAVEMENT, PCC, 7 INCH, COLORED	455.00	SY	141.11	64,205.05			-	-	-	64,205.05
31	CURB AND GUTTER, 2 FT, 7 INCH	285.00	LF	51.60	14,706.00			-	-	-	14,706.00
32	REMOVAL OF SIDEWALK	715.00	SY	11.00	7,865.00			715.00	7,865.00	100%	-
33	SIDEWALK, PCC, 5 INCH	105.00	SY	76.79	8,062.95			28.20	2,165.48	27%	5,897.47
34	SIDEWALK, PCC, 6 INCH	(93.00)	SY	82.26	(7,650.18)			-	-	-	(7,650.18)
37	CURB AND GUTTER REMOVAL	313.00	LF	9.00	2,817.00			-	-	-	2,817.00
39	TEMPORARY TRAFFIC CONTROL	1.00	LS	6,400.00	6,400.00			1.00	6,400.00	100%	-
41	SOD	35.00	SQ	90.00	3,150.00			-	-	-	3,150.00
42	DECIDUOUS SHRUBS	47.00	EA	77.50	3,642.50			-	-	-	3,642.50
43	ORNAMENTAL TREE	(2.00)	EA	346.50	(693.00)			-	-	-	(693.00)

EJCDC C-620 Contractor's Application for Payment

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Unit Price

3 of 4

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	OT6.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 7		Application Period: From 06/29/24 to 07/26/24		Application Date: 8/19/2024							
A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of	J
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	Value of Item (H / F)	
44	PERENNIAL GROUND COVER (1 GAL)	(12.00)	EA	36.00	(432.00)			-	-		(432.00)
45	DECIDUOUS TREE	11.00	EA	517.50	5,692.50			-	-		5,692.50
46	EVERGREEN TREE	1.00	EA	440.50	440.50			-	-		440.50
47	SWPPP PREPARATION	1.00	LS	500.00	500.00			1.00	500.00	100%	-
49	FILTER SOCK, 8"	600.00	LF	3.25	1,950.00			550.00	1,787.50	92%	162.50
51	MOBILIZATION	1.00	LS	8,623.00	8,623.00			-	-		8,623.00
54	CONCRETE SURFACE STAIN	90.00	SF	10.00	900.00			-	-		900.00
76	PAVEMENT MARKINGS REMOVED	2.00	STA	2,000.00	4,000.00			-	-		4,000.00
79	CONCRETE PLANTER CURB	295.00	LF	52.12	15,375.40			-	-		15,375.40
80	ELECTRICAL IMPROVEMENTS	1.00	LS	102,055.00	102,055.00			0.15	15,308.25	15%	86,746.75
Change Order Totals					\$ 300,548.82		\$ 1,000.00		\$ 45,146.25	15%	\$ 255,402.57
Original Contract and Change Orders											
Project Totals					\$ 3,153,186.54		\$ 979,130.28		\$ 1,719,463.13	54.5%	\$ 1,433,723.41



STAFF REPORT
PUBLIC WORKS COMMITTEE
JULY 10, 2024

TO: PUBLIC WORKS COMMITTEE

FROM: ANDY LARSON, ASSISTANT PUBLIC WORKS DIRECTOR

DATE: JULY 10, 2024

SUBJECT: RECOMMENDATION TO CITY COUNCIL FOR THE PURCHASE OF
TOWABLE AIR COMPRESSOR

GENERAL INFORMATION

Among the various tasks the Public Works Department is responsible for, the most important task to our department and to the City and our residents is the proper maintenance of our roadways. The average PCI Score of Windsor Heights from 2021 is 57 compared to an average PCI of 70 throughout the rest of the Des Moines Metro according to the Des Moines Area MPO. This is not cause for alarm by any means but highlights the need for the proper maintenance of our roads given our aging infrastructure within the City. We address this on a large scale through reconstruction projects, mill and overlay projects and small scale through localized treatments performed by the Public Works Department. Public Works employs four full-time equipment operators who spend approximately 75% of their time maintaining our street infrastructure. Upon review of our internal process regarding this necessary maintenance, the need for proper equipment to be able to the job has been made clear. The purchase of a towable air compressor will allow the Public Works Department to more efficiently and effectively provide the services that our City and residents expect. The air compressor will assist us as we fix potholes, patch and repair street panels, crack seal and tar. We currently use leaf blowers to perform this job and have to rent a compressor for when we crack seal. The leaf blowers are not right tool to do the job. They are not effective enough and due to the environment they are exposed to, suffer performance issues and eventually are decommissioned and have to be replaced.

SUMMARY

Public Works has obtained three written quotes for a 185psi Sullivan-Palatek towable air compressor. It is the recommendation of City Staff to approve the purchase of this equipment from Logan Contractors Supply. This equipment will be paid for out of expense account 110-210-6417.

ATTACHMENTS

Logan Contractors Supply Quote
Mid-Country Machinery Quote
Star Equipment Quote

Quote

Mid Country Machinery
3478 5th Ave S
Fort Dodge, Iowa 50501
Phone: 319-415-4383
jacob@midcountry.com



City of Windsor Heights
Jason Roberts
1145 66th Street Suite 1
Windsor Heights, IA 50324

Customer number	Document number	Page	Date	Valid to
1158	1221	1 / 1	6/13/2024	7/13/2024

Item	Quantity	Price	Total
SULLIVAN 2021 D185PKR AIR COMPRESSOR 709 Hours - Available Now	1	19,000.00	19,000.00
Total			\$19,000.00

Thank you for the opportunity!

Plus Applicable Taxes

RENTAL RATE GUIDE (/--RENTAL-RATE-GUIDE)

CONTACT US (/CONTACT-EMAIL-CONSTRUCTION-EQUIPMENT-DEALERSHIP--XCONTACT)



(/)

(/map-hours-directions-construction-equipment-dealership--hours) (tel:8772677203)

(/default.asp?page=xAllInventory&unitid=12621198) **2022 Sullivan-Palatek, Inc. D185PKR**

Portable Air Compressor (185 CFM)



Selling Price -
\$19,100.00

QUOTE THIS MACHINE (/--XT-XINQUIRY?FR=XINVENTORYDETAIL&OID=12621198)

TRADE VALUE (/--XT-XTRADE_VALUE?FR=XINVENTORYDETAIL&OID=12621198)

GET FINANCING (HTTPS://SECURE-FINANCING.DEALERSPIKE.COM/FINANCEAPP/FINANCE_APP.PHP?DEALERSHIP=STAREQUIP&DID=5108&LOCALE=EN-US&OID=12621198&FR=XINVENTORYDETAIL&YEAR=2022&MAKE=SULLIVAN%2DPALATEK%2C+INC%2E&MODEL=D185PKR&VTYPE=&LOCATION=WATERLOO&CONDITIO

Have a question? Text us here!

Text us! 779

 **CONTACT US** (/--XT-XCONTACT?FR=XINVENTORYDETAIL&OID=12621198)

 **PRINT** (/DEFAULT.ASP?PAGE=XINVENTORYDETAIL&ID=12621198&FORMAT=PRINT&UNIT=-SULLIVAN-PALATEK-INC.-D185PKR-DES-MOINES-IOWA-ID-12621198)

 **SHARE**

(//www.addthis.com/bookmark.php?v=250&pubid=ra-510058cc38e77c14)

DESCRIPTION

2022 Sullivan-Palatek D185PKR Air Compressor

185 CFM
The all new D185PKR Kohler powered portable air compressor is noticeably different from any other portable compressor in the Sullivan-Palatek product lineup. The 185 CFM/100 psi unit features a durable but lightweight composite clamshell canopy design for access to all routine serviceable components, such as the spin-on oil filter and separator. Compact in design, the unit is also equipped with a foldable drawbar to minimize its overall footprint in shipping and storage.

Internally the D185PKR is powered by a 48.8 hp Tier 4 Final Kohler engine and boasts a Sullivan-Palatek factory made 108 mm rotary screw air end at its core. The compressor also features side by side coolers for the compressor and engine, a large curbside toolbox for storage, a 10-hour full shift 30-gallon composite fuel tank with fuel level visibility, and a state-of-the-art curbside controller.

- Features may include:
- All new lightweight composite clamshell canopy design offers both strength and improves access to all routine serviceable components
 - Smaller footprint and foldable drawbar makes shipping and storing a great advantage
 - Wider wheelbase provides improved balance and stability on the highway and job site
 - Air end manufactured by Sullivan-Palatek includes a three-year warranty
 - Composite full shift 30-gallon fuel tank with fuel level visibility
 - Sullivan-Palatek Electronic Controller (SPEC)
 - LED tail lighting

PHOTOS

Sale Price	\$19,100.00
(/--xt-xInquiry?fr=xInventoryDetail&oid=12621198)	
Location	Waterloo
Condition	Pre-Owned
Stock Number	002779
Year	2022
Make	Sullivan-Palatek, Inc.
Model	D185PKR
Serial #	22EP002779
Color	Orange
Engine	Kohler
Horsepower	49
Engine Hours	759
Fuel Type	Diesel

Recommendations



**STAFF REPORT
CITY COUNCIL**
August 5, 2024

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Purchase Of Salt Shed Roof

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**

August 5, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Consideration of Awarding Salt Shed Improvements Project to JC Midwest Services, LLC, for the total base bid amount of \$106,220.62 (One Hundred Six Thousand, Two-Hundred Twenty Dollars and Sixty-Two Cents)

GENERAL INFORMATION

ATTACHMENTS

1. PW Staff Report Salt Shed Foundation
2. LOR to Windsor Heights_
3. Salt Shed Improvements 0A1.138895 Bid Tabulation
4. Salt Shed Quote_Plans&Specs Combined



DEPARTMENT OF PUBLIC

**1145 66TH Street, Suite 1
Windsor Heights, IA 50324**

**STAFF REPORT
CITY COUNCIL**

August 5, 2024

TO: CITY COUNCIL

FROM: ANDY LARSON, ASSISTANT PUBLIC WORKS DIRECTOR

DATE: AUGUST 5, 2024

SUBJECT: SALT SHED IMPROVEMENTS – FOUNDATION WORK

GENERAL INFORMATION:

On behalf of the City, Bolton and Menk, Inc. solicited quotations for the construction of footings, walls, and floor for the Salt Shed located at the Public Works Maintenance Facility, 6800 School St. and tabulated the bids on July 31, 2024 at City Hall. The scope of the project encompassing the construction of the items listed above came directly from the structural design for the proposed building. As a reminder, the building site is situated in the flood plain, and was designed to withstanding the potential forces imposed on it from the inundation of floodwaters as well and the forces of the salt commodity being stored inside pushing outwards on the walls. This is illustrated by the shear size of the footings in comparison to an average residential home. The footings of the salt shed are 10 feet 6 inches wide and 18 inches thick, whereas the average house would have a 16-24 inch wide footings 8 to 12 inches thick.

The design and construction of this building will serve the needs of the Public Works Department for the storage of our salt inventory for winter storm events, will be built in such a way to protect our water resources in the event of a flood, and allow Public Works Staff to safely and effectively provide services to our residents and community.

Summary:

Public Works Staff seconds the recommendation put forth by BMI to award the Salt Shed Improvements project to JC Midwest Services, LLC.



July 31, 2024

City of Windsor Heights
1145 66th Street Suite 1
Windsor Heights, Iowa 50324

RE: Salt Shed Improvements
Recommendation of Award
Project No.: 0A1.133895

Dear Adam Plagge:

At 11:00 A.M on July 31, 2024, quotes were received for the Salt Shed Improvements project. The Engineer's Estimate for the total base bid was \$110,000.00. Seven quotes were received. All quotes were responsive, and bids are summarized as follows:

Bidder	Total Base Bid
JC Midwest Services, LLC	\$106,220.62
Lakeside Contractors	\$116,347.00
Absolute Group	\$160,625.00
Nehring Construction	\$162,145.00
Jensen Builders, LTD	\$179,800.00
All Star Concrete, LLC	\$195,500.00
Woodruff Construction,	\$195,737.00

The quote received from JC Midwest Services, LLC was 3.43% below the engineers' estimate for the project, and was determined to be the lowest responsive, responsible bidder. Bolton & Menk, Inc. has reviewed the quote documents submitted and checked references on this bidder and was satisfied with the responses given.

Therefore, Bolton & Menk, Inc. recommends award of the Salt Shed Improvements project to JC Midwest Services, LLC, for the total base bid amount of \$106,220.62 (One Hundred Six Thousand, Two-Hundred Twenty Dollars and Sixty-Two Cents).

The quote tabulation is attached for your use. Feel free to contact me should there be any questions related to this project.

Sincerely,

Justin Ernst, P.E.
Bolton & Menk, Inc.

Attachment: Quote Tabulation

City of Windsor Heights
Windsor Heights, Iowa
Salt Shed Improvements

TABULATION OF BIDS
Bid Letting Date: Wednesday, July 31, 2024 @ 11:00 AM CDST



430 E Grand Ave
Suite 101
Des Moines, IA 50309

Phone: (515) 259-9190
Bolton-Menk.com

Apparent Low Bidder																			
Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		JC Midwest Services, LLC Earlham, Iowa		Lakeside Contractors Ames, Iowa		Absolute Group Granger, Iowa		Nehring Construction Des Moines, Iowa		Jensen Builders, LTD Fort Dodge, Iowa		All Star Concrete, LLC Johnston, Iowa		Woodruff Construction Ames, Iowa	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	BUILDING FOOTING AND WALLS	LS	1	\$110,000.00	\$110,000.00	\$106,220.62	\$106,220.62	\$116,347.00	\$116,347.00	\$160,625.00	\$160,625.00	\$162,145.00	\$162,145.00	\$179,800.00	\$179,800.00	\$195,500.00	\$195,500.00	\$195,737.00	\$195,737.00
TOTAL BASE BID				\$110,000.00		\$106,220.62		\$116,347.00		\$160,625.00		\$162,145.00		\$179,800.00		\$195,500.00		\$195,737.00	
																			

PROJECT MANUAL

Salt Shed Improvements

City of Windsor Heights

Windsor Heights, Iowa 50324



Real People. Real Solutions.

Bolton-Menk.com

SECTION 00005 – CERTIFICATION

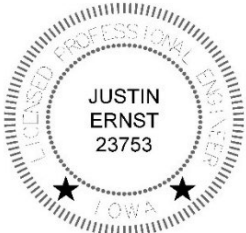
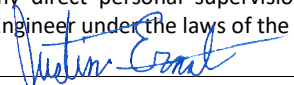
PROJECT MANUAL

for

Salt Shed Improvements

City of Windsor Heights

Windsor Heights, Iowa 50324

	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 Ernst License No. 23753 My renewal date is December 31, 2025 Pages or sheets covered by this seal: <u>ALL SHEETS</u> Date: <u>7-11-2024</u>
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SECTION 00010 - TABLE OF CONTENTS

Salt Shed Improvements
City of Windsor Heights

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Quote Requirements, Contract Forms and Conditions of Contract

00005 - CERTIFICATION PAGE

00010 - TABLE OF CONTENTS

00100 - REQUEST FOR QUOTATION

00200 - INSTRUCTIONS TO BIDDERS

00410 - QUOTE ITEMS AND QUANTITIES

00800 - SPECIAL PROVISIONS

00900 - NOTICE OF AWARD

00910 - NOTICE TO PROCEED

033000 - CAST-IN-PLACE CONCRETE

DRAWINGS (UNDER SEPARATE COVER):

9 sheets numbered A.01 through S.03, inclusive, dated 7/10/2024, and with each sheet bearing the following general title:

Salt Shed Improvements
City of Windsor Heights

APPENDICES

This project is based on
SUDAS STANDARD SPECIFICATIONS, 2024 EDITION
unless modified herein.

****END OF SECTION****

REQUEST FOR QUOTATION

Salt Shed Improvements
City of Windsor Heights
Windsor Heights, Iowa

Time and Place for Filing Sealed Quotes. Electronic or sealed quotes for the work comprising the repair or improvement as stated below must be filed before 11:00 AM on July 31th, in the office of the City Clerk, 1145 66th Street, Suite 1, Windsor Heights, IA 50324 or electronically to astrait@windsorheights.org.

Time for Commencement and Completion of Work. If a quote is accepted, work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed, anticipated August 6, 2024. All work under the Contract must be substantially complete on or before October 4, 2024.

Contract Documents. Copies of the project documents are available at 430 E Grand Ave, Suite 101, Des Moines, IA 50301, or email DesMoinesOffice@Bolton-Menk.com.

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 quote. 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: Construction of footings, walls and floor for a proposed salt shed in Windsor Heights.

The Notice is given by order of the City Council of the City of Windsor Heights

INSTRUCTIONS TO BIDDERS

Salt Shed Improvements
City of Windsor Heights
Windsor Heights, Iowa

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2024 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 quote, 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 quote not to be read.

ARTICLE 1 - SUBMISSION OF THE QUOTE AND IDENTITY OF BIDDER

- 1.01 The Quote shall be electronic copies or sealed in an envelope, properly identified as the Quote with the project title and the name and address of the bidder. The Quote shall be deposited with the Jurisdiction at or before the time and at the place provided in the Request for Quotations. It is the sole responsibility of the bidder to see that its Quote is delivered to the Jurisdiction prior to the time for opening quotes. Any Quote received after the scheduled time for the receiving of Quotes will be returned to the bidder unopened and will not be considered. No bonds are required for the quotation process.
- 1.02 The following documents shall be completed, signed and returned in the Quote envelope. The quote cannot be read if any of these documents are omitted from the Quote envelope.
 - A. QUOTE – Complete each of the following parts:
- 1.03 Sign the Quote. The signature on the Quote and all Quote 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.
- 1.04 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 quote, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.
- 1.05 Division 1 - General Provisions and Covenants of the 2024 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.
- 1.06 Quote acceptance by the PROJECT OWNER; shall be considered a binding contract between the City of Windsor Heights and the Contractor.

ARTICLE 2 - PROSECUTION AND PROGRESS OF THE WORK

- 2.01 The work is located in the City of Windsor Heights, Iowa 50324.

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 substantially complete on or before October 4, 2024.
- 2.02 Community Events.

Successful bidder will be required to coordinate with the OWNER; and accommodate the OWNER's requirements for the following list of events:

N/A

- 2.03 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 quotes 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 3 - PREFERENCE OF PRODUCTS AND LABOR

- 3.01 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 of 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.

******END OF SECTION******

SECTION 00410 – QUOTE ITEMS AND QUANTITIES

Salt Shed Improvements
City of Windsor Heights
Windsor Heights, Iowa

QUOTE: PART A – SCOPE

The City of Windsor Heights, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising 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 City Clerk, at the prices hereinafter provided in Part B of the Quote, for the Salt Shed Improvements.

QUOTE: PART B – QUOTE BID ITEMS AND QUANTITIES

UNIT PRICE CONTRACTS: The Bidder must provide the Unit Price, the Total Price, any Alternate Prices, and the Total Construction Costs on the Quote Attachment: Part B – Quote Items and Quantities. In case of discrepancy, the Unit Price governs. The quantities shown on the Quote Attachment: Part B – Quote Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing quotes. The Total Construction Cost shall be used only for the comparison of quotes. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

SEE INCLUDED QUOTE ATTACHMENT

QUOTE: PART C – GENERAL

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

1. Reject any or all Quotes. Acceptance of the Quote, 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 Quote only, not including any alternates; and
3. Make such alterations in the contract documents or in the Quote 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 quote 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;
2. Provide proof of insurance per SUDAS Section 1070
3. Commence the work upon written Notice to Proceed, and
4. Substantially complete the work on or before October 4, 2024

QUOTE: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this Quote is not affected by, contingent on, or dependent on any other Quote 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 quote price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the quote, 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 Quote 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 quote or to refrain from bidding; and
5. That the quote has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the quote price of the Bidder or of any other bidder; and
6. That all statements in this Quote are true; and
7. That the individual(s) executing this Quote have the authority to execute this Quote on behalf of the Bidder.

QUOTE: PART B ATTACHMENT - QUOTE ITEMS AND QUANTITIES

This is a UNIT PRICE CONTRACT. The bidder must provide the Unit Price, the total Price, and the Total Quote Amount; in case of discrepancy, the Unit Price governs. The Quantities shown on the Quote Attachment: Part B - Quote Items and quantities are approximate only but are considered sufficiently adequate for the purpose of comparing quotes. The Jurisdiction shall only use the Total Quote Amount for comparison of quotes along with anticipated completion date.

Base Bid

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	BUILDING FOOTING AND WALLS	LS	1		
Total Base Bid Amount:					

Total Base Bid: _____

Anticipated Completion Date: _____

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS QUOTE. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE OWNER;.

Company Submitting Quote: _____

Contact Person: _____

SECTION 00500 - CONTRACT

Salt Shed Improvements
City of Windsor Heights
Windsor Heights, Iowa

THIS CONTRACT, made and entered into this _____ day of _____, 2024, 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 Salt Shed Improvements 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, 2024 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: Salt Shed Improvements

Project Description: Construction of footings, walls and floor for a proposed salt shed in Windsor Heights.

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 fully completed on or before October 4, 2024.
- B. Liquidated Damages
 - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of \$500 Dollars for each calendar day the work remains incomplete.
- 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 two (2) years from and after acceptance of the work.
 - 3. Provide proof of insurance per SUDAS Section 1070.

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

(Seal)
ATTEST:

By: _____
Adam Strait, City Clerk

Company Name

Signature

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.

SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Salt Shed Improvements
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 Salt Shed Improvements, Windsor Heights, Iowa.

Project Description: Construction of footings, walls and floor for a proposed salt shed in Windsor Heights.

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.

SPECIAL PROVISIONS

FOR

Salt Shed Improvements
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 substantially complete as detailed in Section 00500 – Contract

b) Liquidated Damage

- i) Damages in the amount as detailed in Section 00500 –Contract per day will be assessed for each day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Quote 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 performed and amount to less than Twenty (20) percent of a given quote item or less than Five (5) percent of the total contract amount shall not affect the unit price.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2024 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) “OWNER;”, “Jurisdiction” and “City” shall mean the City of Windsor Heights, acting through the Salt Shed Improvements Project.
- iv) “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.
- v) “Engineer” shall mean the Engineer on Record.
- vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- vii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- viii) “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.
- ix) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 430 E Grand Ave, Suite 101, Des Moines, IA 50309.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2024 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.

Coordinating with City Staff and roof contractor.

4) WORK REQUIRED

a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Salt Shed Improvements as described in the Official Publication.

5) PLANS AND SPECIFICATIONS

a) The OWNER; will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the OWNER; 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 insure 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 OWNER;.
- xi) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

8) 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 and the Engineer to minimize inconvenience to property OWNER;s, 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.

9) 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.

10) 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 OWNER; and Engineer.
- d) Contractor shall cooperate with OWNER, 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.

11) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 8:00 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 OWNER; as needed to allow use of public property as necessary for the event. If contract continues for multiple years, event is still in force even though dates and locations may change.
 - i) N/A

12) 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 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 OWNER;

13) 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 schedule, 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.

14) COORDINATION WITH OTHERS

- a) Contractor shall cooperate and coordinate construction with the OWNER,, utility companies, affected property OWNER;s, and other contractors working in 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 OWNER;s prior to beginning work that will affect their parcel.

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 it as needed due to changes in progress of construction from 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 the written Notice to Proceed.
- f) Contractor shall notify the City and property OWNER;s 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 SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- b) 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.
- c) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- d) The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- e) 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.

19) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the City. Testing shall meet the requirements of the Special Provisions and SUDAS Standard Specifications.
- 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 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.
- e) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

20) 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 OWNER;.

- 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.

21) 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 as directed by the Engineer.
- b) 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.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) 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.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The City of Windsor Heights retains first right of refusal for retaining any existing materials removed by the construction.
- 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.

22) TRAFFIC CONTROL

- a) 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.
- b) 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).
- c) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- d) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- e) 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.

23) 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.

24) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Quote Items, all costs associated with Dewatering activities shall be incidental to the project.
- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.

- ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.
- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

25) 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 quote item for the work. These costs shall be included in the Unit Price quote 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 & phasing
 - Coordination and cooperation with affected property OWNER;s
 - 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 sawcutting 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
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******

NOTICE OF AWARD
(To be executed after quote is awarded)

TO: Contractor _____
Address 1 _____
Address 2 _____
City, State, Zip _____

PROJECT TITLE: Salt Shed Improvements
PROJECT DESCRIPTION: Footings, walls and floor for salt shed
OWNER;'S NAME: City of Windsor Heights

The OWNER; has considered the Quote submitted by you for the above described WORK in response to its Request for Quotations dated _____, 2024, and Information for Bidders.

You are hereby notified that your Quote 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 _____, 2024.

You must deliver to the OWNER; Three (3) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature. Within ten days after you comply with the above conditions, the OWNER; will return to you one fully executed counterparts of the Agreement.

Dated this, the _____ day of _____, 2024

Bolton & Menk, Inc.
430 E Grand Ave, Ste 101
Des Moines, IA 50309
Representing:
City of Windsor Heights
Windsor Heights, Iowa 50324

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
this, the _____ day of _____, 2024.

BY: _____

TITLE: _____

NOTICE TO PROCEED
(To be executed after award is approved)

TO: Contractor
Address 1
Address 2
City, State, Zip

Date:
Project Title: Salt Shed Improvements
Project OWNER;: City of Windsor Heights
Project Location: Windsor Heights, Iowa 50324

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2024. The Contract Time shall commence to run on Anticipated start date: _____, 2024. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

Bolton & Menk, Inc.
430 E Grand Ave, Ste 101
Des Moines, Iowa 50309
Representing:
City of Windsor Heights
Windsor Heights, Iowa 50324

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this, the _____ day of _____, 2024.

BY: _____

TITLE: _____

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Footings.
 - 2. Foundation walls.
 - 3. Slabs-on-grade.

1.03 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.
 - 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- E. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - 1. Location of construction joints is subject to approval of the Architect.
- F. Sample life of the concrete warranty.
- G. Sample adhesion guarantee.
- H. Sample moisture letter.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Welding certificates.
- C. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.

3. Form materials and form-release agents.
 4. Steel reinforcement and accessories.
 5. Fiber reinforcement.
 6. Waterstops.
 7. Curing compounds.
 8. Floor and slab treatments.
 9. Bonding agents.
 10. Adhesives.
 11. Vapor retarders.
 12. Semirigid joint filler.
 13. Joint-filler strips.
 14. Repair materials.
- D. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- E. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.
- F. Field quality-control reports.
- G. Minutes of preinstallation conference.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- E. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
- F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301, "Specifications for Structural Concrete,"

2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- G. Concrete Testing Service: Owner shall engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- H. Preinstallation Conference:
 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete subcontractor.
 - e. Special concrete finish subcontractor.
 2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, vapor-retarder installation, anchor rod and anchorage device installation tolerances, [steel reinforcement installation, floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.01 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 1. Plywood, metal, or other approved panel materials.
 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
 - c. Structural 1, B-B or better; mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.
- D. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

- F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
 - 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.02 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.
- C. Steel Bar Mats: ASTM A 184/A 184M, fabricated from deformed bars, assembled with clips.
- D. Plain-Steel Wire: ASTM A 82/A 82M.
- E. Deformed-Steel Wire: ASTM A 496/A 496M.
- F. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.

2.03 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- B. Zinc Repair Material: ASTM A 780, zinc-based solder, paint containing zinc dust, or sprayed zinc.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
 - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
 - 3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.

2.04 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I
 - a. Fly Ash: ASTM C 618, Class C or F
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials].
 - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.

2. Use coarse and fine aggregates free of materials with deleterious reactivity to alkali in cement that could cause spalling on any exposed concrete surface.

C. Water: ASTM C 94/C 94M and potable.

2.05 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- C. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Axim Italcementi Group, Inc.; CATEXOL CN-CI.
 - b. BASF Construction Chemicals - Building Systems; Rheocrete CNI.
 - c. Euclid Chemical Company (The), an RPM company
 - d. Grace Construction Products, W. R. Grace & Co.; DCI.
 - e. Sika Corporation; Sika CNI.

2.06 WATERSTOPS

- A. Flexible Rubber Waterstops: CE CRD-C 513, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
 1. Manufacturers:
 - a. Greenstreak.
 - b. Williams Products, Inc.
- B. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
 1. Manufacturers:
 - a. BoMetals, Inc.
 - b. Greenstreak.
 - c. Paul Murphy Plastics Company.
 - d. Vinylex Corp.

2.07 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class A, except with maximum perm rating of 0.04. Include manufacturer's recommended adhesive or pressure-sensitive tape.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carlisle Coatings & Waterproofing, Inc.; Blackline 400.
 - b. Fortifiber Building Systems Group; Moistop Ultra 15.
 - c. Grace Construction Products, W. R. Grace & Co.; Florprufe 120.
 - d. Insulation Solutions, Inc.; Viper VaporCheck 16.
 - e. Meadows, W. R., Inc.; Perminator 15 mil.
 - f. Raven Industries Inc.; Vapor Block 15.
 - g. Reef Industries, Inc.; Griffolyn Type-105.
 - h. Stego Industries, LLC; Stego Wrap 15 mil Class A.
- B. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- C. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a 3/8-inch sieve, 10 to 30 percent passing a No. 100 sieve, and at least 5 percent passing No. 200 sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.

2.08 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Axim Italcementi Group, Inc.; CATExOL CimFilm.
 - b. BASF Construction Chemicals - Building Systems; Confilm.
 - c. ChemMasters; SprayFilm.
 - d. Conspec by Dayton Superior; Aquafilm.
 - e. Dayton Superior Corporation; Sure Film (J-74).
 - f. Edoco by Dayton Superior; BurkeFilm.
 - g. Euclid Chemical Company (The), an RPM company; Eucobar.
 - h. Kaufman Products, Inc.; Vapor-Aid.
 - i. Lambert Corporation; LAMBCO Skin.
 - j. L&M Construction Chemicals, Inc.; E-CON.
 - k. Meadows, W. R., Inc.; EVAPRE.
 - l. Metalcrete Industries; Waterhold.
 - m. Nox-Crete Products Group; MONOFILM.
 - n. Sika Corporation; SikaFilm.
 - o. SpecChem, LLC; Spec Film.
 - p. Symons by Dayton Superior; Finishing Aid.
 - q. TK Products, Division of Sierra Corporation; TK-2120 TRI-FILM.
 - r. Unitex; PRO-FILM.
 - s. Vexcon Chemicals, Inc.; Certi-Vex Envio Set.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.

- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
1. Products:
 - a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
 - b. BASF Construction Chemicals - Building Systems; Kure 200.
 - c. ChemMasters; Safe-Cure Clear.
 - d. Conspec by Dayton Superior; W.B. Resin Cure.
 - e. Dayton Superior Corporation; Day-Chem Rez Cure (J-11-W).
 - f. Edoco by Dayton Superior; Res X Cure WB.
 - g. Euclid Chemical Company (The), an RPM company; Kurez W VOX; TAMMSCURE WB 30C.
 - h. Kaufman Products, Inc.; Thinfil 420.
 - i. Lambert Corporation; AQUA KURE - CLEAR.
 - j. L&M Construction Chemicals, Inc.; L&M Cure R.
 - k. Meadows, W. R., Inc.; 1100-CLEAR.
 - l. Nox-Crete Products Group; Resin Cure E.
 - m. Right Pointe; Clear Water Resin.
 - n. SpecChem, LLC; Spec Rez Clear.
 - o. Symons by Dayton Superior; Resi-Chem Clear.
 - p. TK Products, Division of Sierra Corporation; TK-2519 DC WB.
 - q. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.
- F. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
1. Retain "VOC Content" Subparagraph below if required for LEED-NC, LEED-CI, or LEED-CS Credit IEQ 4.3.
 2. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- G. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A Retain "VOC Content" Subparagraph below if required for LEED-NC, LEED-CI, or LEED-CS Credit IEQ 4.3.
1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- H. Chemical Hardener: Lithium-silicate; liquid type.
1. Manufacturers:
 - a. SpecChem – Product: LithSeal SC.
 - b. Prosoco – Product: Consolideck LS/CS.
 - c. Dayton Superior – Product: Pentra-Hard Densifier.
 - d. Substitutions: Section 01 60 00 – Product Requirements.
- I. Slip Resistant Finish: Aluminum oxide type, color as selected from manufacturer's standard range.
1. Manufacturers:
 - a. Reference Manufacturer: BASF Construction Chemicals, LLC – Product: MasterTop 120SR.
 - b. Substitutions: Section 01 60 00 – Product Requirements.

2.09 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber

- B. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Reglets: Fabricate reglets of not less than 0.022-inch- thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- D. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.10 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 - 4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.11 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash: 25 percent.
 - 2. Combined Fly Ash and Pozzolan: 25 percent.

3. Ground Granulated Blast-Furnace Slag: 50 percent.
 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
 4. Use corrosion-inhibiting admixture in concrete mixtures where indicated. See Construction Drawings.

2.12 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings: Proportion normal-weight concrete mixture as follows:
1. Minimum Compressive Strength: 3000 psi at 28 days.
 2. Maximum Water-Cementitious Materials Ratio: 0.45.
 3. Slump Limit: 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
- B. Foundation Walls: Proportion normal-weight concrete mixture as follows:
1. Minimum Compressive Strength: 4000 psi at 28 days.
 2. Maximum Water-Cementitious Materials Ratio: 0.45
 3. Slump Limit: 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture plus or minus 1 inch.
 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
- C. Slabs: Proportion normal-weight concrete mixture as follows:
1. Minimum Compressive Strength: 4000 psi at 28 days.
 2. Minimum Cementitious Materials Content: 470 lb/cu. yd..
 3. Slump Limit: 4 inches, plus or minus 1 inch.
 4. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

2.13 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.14 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
 - 2. Class B, 1/4 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.

- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.02 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
 - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
 - 3. Install dovetail anchor slots in concrete structures as indicated.

3.03 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.
- B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder according to manufacturer's written instructions.

3.04 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
 - 1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.05 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
 - 5. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 6. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
 - 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Division 07 Section "Joint Sealants," are indicated.
 - 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.06 WATERSTOPS

- A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed

waterstops during progress of the Work. Field fabricate joints in waterstops according to manufacturer's written instructions.

- B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

3.07 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- G. Hot-Weather Placement: Comply with ACI 301 and as follows:
1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.08 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces exposed to public view.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.09 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. Minimum F(F) Floor Flatness and F(L) Floor Levelness Value:
1. Exposed to View and Foot Traffic: F(F) of 45; F(L) of 35;
 2. Under Thick-Bed Tile: F(F) of 20; F(L) of 15;
 3. Under Carpeting: F(F) of 25; F(L) of 20;
 4. Under Thin Resilient Flooring and Thinset Tile: F(F) of 35; F(L) of 25;
- B. Floor Levelness F(L) criteria only applies to slabs on grade. Floor Flatness F(F) applies to both slabs on grade and slabs on deck.
- C. Measure F(F) Floor Flatness and F(L) Floor Levelness in accordance with ASTM E115 within 48 hours after slab installation; report both composite overall values and local values for each measured section.
- D. Correct the slab surface if composite overall value is less than specified and if local value is less than two-thirds of specified value or less than F(F) 13/ F(L) 10.

- E. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.10 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.
 - 1. Apply scratch finish to surfaces indicated
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
 - 1. Apply float finish to surfaces indicated
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 - 2. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
 - 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
- G. Slip-Resistive Finish: Before final floating, apply slip-resistive aggregate or aluminum granule finish where indicated and to concrete stair treads, platforms, and ramps. Apply according to manufacturer's written instructions and as follows:
 - 1. Uniformly spread 25 lb/100 sq. ft. of dampened slip-resistive aggregate over surface in one or two applications. Tamp aggregate flush with surface, but do not force below surface.
 - 2. After broadcasting and tamping, apply float finish.
 - 3. After curing, lightly work surface with a steel wire brush or an abrasive stone and water to expose slip-resistive aggregate.

3.11 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel finish concrete surfaces.

3.12 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall

within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

- a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.13 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions.
 1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
 2. Do not apply to concrete that is less than 28 days' old.
 3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing. Rinse with water; remove excess material until surface is dry. Apply a second coat in a similar manner if surface is rough or porous.
- B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller according to manufacturer's written instructions.

3.14 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.15 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color.

Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 2. After concrete has cured at least 14 days, correct high areas by grinding.
 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.16 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Construction manager will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing and Inspecting: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
 1. Steel reinforcement placement.
 2. Steel reinforcement welding.

3. Headed bolts and studs.
 4. Verification of use of required design mixture.
 5. Concrete placement, including conveying and depositing.
 6. Curing procedures and maintenance of curing temperature.
 7. Verification of concrete strength before removal of shores and forms from beams and slabs.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
 5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 6. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
 8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
 9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
 10. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
 11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
 13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- E. Measure floor and slab flatness and levelness according to ASTM E 1155 within 48 hours of finishing.

3.17 PROTECTION OF LIQUID FLOOR TREATMENTS

- A. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 03 30 00

GOVERNING SPECIFICATIONS

THE 2024 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS".

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITHIN THE CONSTRUCTION OF THIS PROJECT.



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 C/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

CITY OF WINDSOR HEIGHTS

CONSTRUCTION PLANS FOR

SALT SHED IMPROVEMENTS

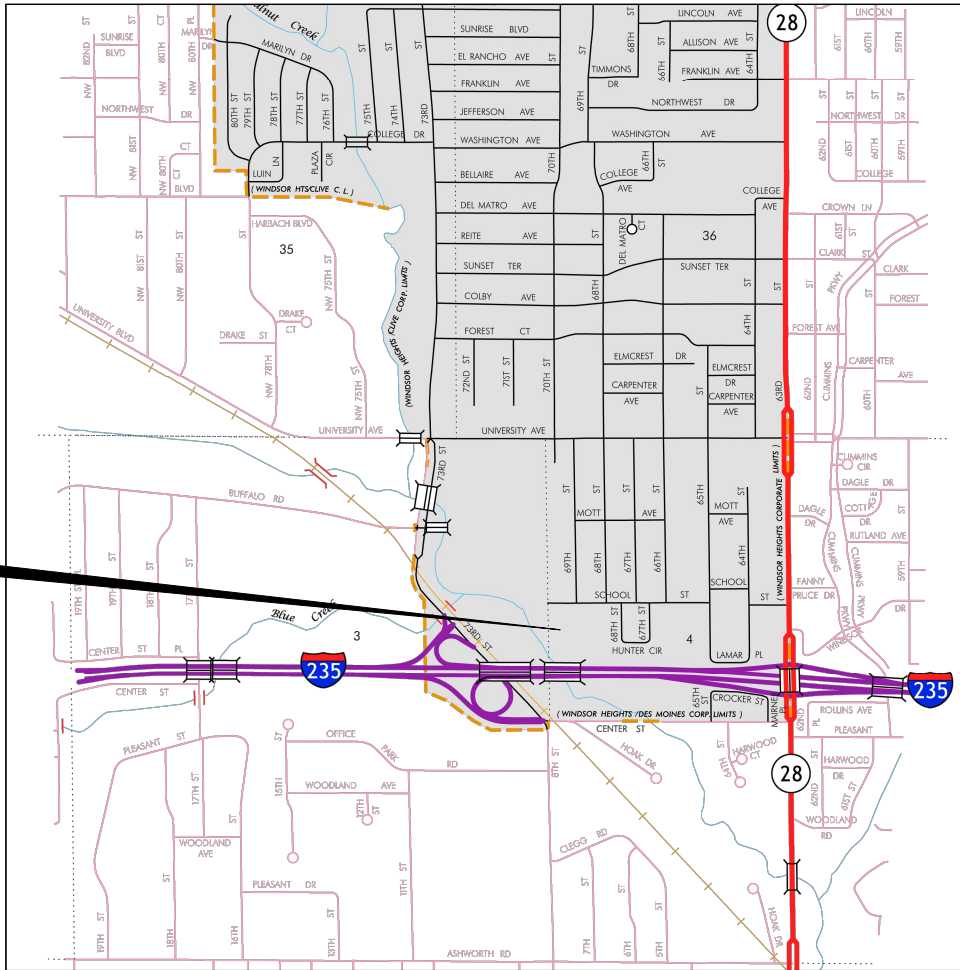
SALT SHED

JULY, 2024

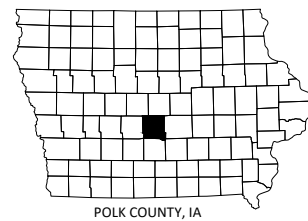
Sheet List Table

Sheet Number	Sheet Title	Revision	Revision Date
A.01	TITLE SHEET	0	7/10/2024
A.02	LEGEND SHEET	0	7/10/2024
B.01	TYPICAL DETAILS	0	7/10/2024
C.01	QUANTITIES & ERN	0	7/10/2024
D.01	SITE PLAN	0	7/10/2024
F.01	REMOVAL SHEETS	0	7/10/2024
S.01	STRUCTUAL NOTES	0	7/10/2024
S.02	FOUNDATION PLAN	0	7/10/2024
S.03	FOUNDATION DETAILS	0	7/10/2024

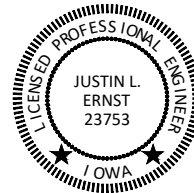
PROJECT LOCATION



MAP OF THE
CITY OF WINDSOR HEIGHTS
POLK COUNTY, IA



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: 07/10/2024

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

A.01-F.01



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DESIGNED	REV	DESCRIPTION	DATE
JRG	0	ISSUED FOR BID	07/10/2024
JRG			
CHECKED			
JLE			
CLIENT PROJ. NO.			
0A1.133895			

CITY OF WINDSOR HEIGHTS, IOWA
SALT SHED IMPROVEMENTS

TITLE SHEET

SHEET

A.01

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	ELECTRIC CAR CHARGE STATION		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

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

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
	RECLAIMED WATER

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)

HATCH PATTERNS

	BITUMINOUS		GRAVEL
	CONCRETE		

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 GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

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".

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

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-22.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

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



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DESIGNED	JRG	REV	0	DESCRIPTION	ISSUED FOR BID	DATE	07/10/2024	CITY OF WINDSOR HEIGHTS, IOWA SALT SHED IMPROVEMENTS LEGEND SHEET	SHEET A.02
DRAWN	JRG								
CHECKED	JLE								
CLIENT PROJ. NO.	0A1.133895								

STANDARD CONSTRUCTION NOTES:

1.

ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE APPROPRIATE BUILDING CODES, 2024 EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES.
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. OWNER TO OBTAIN A BUILDING PERMIT.
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 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.
8.

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.
9.

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.
10.

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.
11.

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.
12.

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.
13.

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.
14.

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.
15.

OWNER TO HIRE CONSTRUCTION TESTING. CONTRACTOR TO COORDINATE WITH OWNER ON SCHEDULING A MINIMUM OF 72 HOURS IN ADVANCE OF TESTING.

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 SERVICES (SEWERS)
DES MOINES WATER WORKS
MID-AMERICAN ENERGY (ELECTRIC)
MID-AMERICAN ENERGY (GAS)
MID-AMERICAN ENERGY (ELECTRIC) - EMERGENCY
MID-AMERICAN ENERGY (GAS) - EMERGENCY
MEDIACOM
LUMEN

CARLA SCHUMACHER (515-323-6227)
SCOT ENGER (515-252-6742)
SCOT ENGER (515-252-6742)
1-800-799-4443
1-800-595-5325
KEVIN COLLINS (515-554-2648)
ASHLIE CLEMENTS (906-284-2821)

CSCHUMACHER@DMWW.COM
SEENGER@MIDAMERICAN.COM
SEENGER@MIDAMERICAN.COM

KCCOLLINS1@MEDIACOMCC.COM
ASHLIE.CLEMENTS@LUMEN.COM

PROJECT NOTES:

1.

THE CONTRACTOR SHALL PROPERLY SECURE THE PROJECT SITE AT THE END OF EACH DAY.
2.

WORKING HOURS HOURS ARE AS FOLLOWS UNLESS OTHERWISE APPROVED BY ENGINEER:

2.1.

7 AM TO 8 PM, MONDAY THROUGH FRIDAY

2.2.

8 AM TO 4 PM, SATURDAYS

2.3.

NO WORK ON SUNDAYS, UNLESS APPROVED BY CITY
3.

SUBSTANTIAL COMPLETION: OCTOBER 4, 2024
4.

CONCRETE TESTING AND SUBGRADE TESTING TO BE PROVIDED BY OWNER.

ESTIMATED PROJECT QUANTITIES - BASE BID

ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	AS-BUILT QTY.
1	12040-X-X	BUILDING FOOTING AND WALLS	LS	1	

ESTIMATE REFERENCE INFORMATION

ITEM NO.	ITEM CODE	DESCRIPTION
1	12040-X-X	<u>BUILDING FOOTING AND WALLS</u> ITEM TO INCLUDE ALL MATERIAL, EQUIPEMENT AND LABOR TO CONSTRUCT FOOTINGS, INTERIOR FLOOR SLAB AND WALLS PER PLANS AND SPECIFICIATIONS ALONG WITH EXCVATION TO PROPER GRADE, BACKFILLING INTERIOR AS SPECIFIED, HAULING OFF OF EXCESS MATERIAL, SITE PROTECTION INCLUDING SAFETY FENCING, COORDINATION WITH OTHER CONTRACTORS AND CITY STAFF.

GENERAL NOTES:

THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, INCLUDING DETERMINATION OF ALL QUANTITIES, PRIOR TO THE WORK. BASE BID AMOUNT INCLUDES ALL WORK TO ACCOMPLISH THAT WHICH IS ILLUSTRATED ON THE PLAN, UNLESS OTHERWISE NOTED. "ESTIMATED" QUANTITIES PROVIDED ARE FOR THE CONTRACTOR'S REFERENCE ONLY.



**BOLTON
& MENK**

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DESIGNED	REV	DESCRIPTION	DATE
JRG	0	ISSUED FOR BID	07/10/2024
DRAWN	JRG		
CHECKED	JLE		
CLIENT PROJ. NO.	0A1.133895		

CITY OF WINDSOR HEIGHTS, IOWA

SALT SHED IMPROVEMENTS

QUANTITIES

SHEET

C.01

NOTE:

1. CONTRACTOR SHALL COORDINATE EXCAVATED MATERIAL STORAGE WITH OWNER PRIOR TO HAULING OFF SITE. OWNER TO USE PART OF THE MATERIAL TO BACKFILL AROUND BUILDING EXTERIOR FROM FOOTING UP TO PAVEMENT DEPTH. EXCESS MATERIAL TO BE HAULED OFF SITE FOR NO ADDITIONAL COST.
2. OWNER TO BACKFILL OUTSIDE OF THE BUILDING
3. OWNER TO SUPPLY EMBEDDED ANGLE SILL TO BE INSTALLED BY CONTRACTOR AT THE OPENING OF SALT SHED (INCIDENTAL). SEE DETAIL FOR INSTALLATION.
4. BUILDING OPENING TO BE FLOOD PROOF TO A MINIMUM ELEVATION OF 830.10 (2' ABOVE 100-YEAR FLOOD ELEVATION OF 828.10) WITH HYDRO DEFENSE FLOOD PLANK (FP-530) BY PSFLOOD BARRIERS (PURCHASED AND INSTALLED BY OTHERS).
- 4.1. PS Flood BarriersTM, which is located at: 1150 S. 48th Street, Grand Forks, ND 58201; Toll Free Tel: 877.446.1519
- 4.2. CONTRACTOR TO COORDINATE WITH OWNER ON FLOOD PROOFING BARRIERS.

CITY OF WINDSOR HEIGHTS
1133 66TH STREET
WINDSOR HEIGHTS, IOWA 50324

WINDSOR PM HOMEOWN ASSOCIATIONS
P.O. BOX 121188
DES MOINES, IOWA 50312

WINDSOR PM HOMEOWN ASSOCIATIONS
P.O. BOX 121188
DES MOINES, IOWA 50312

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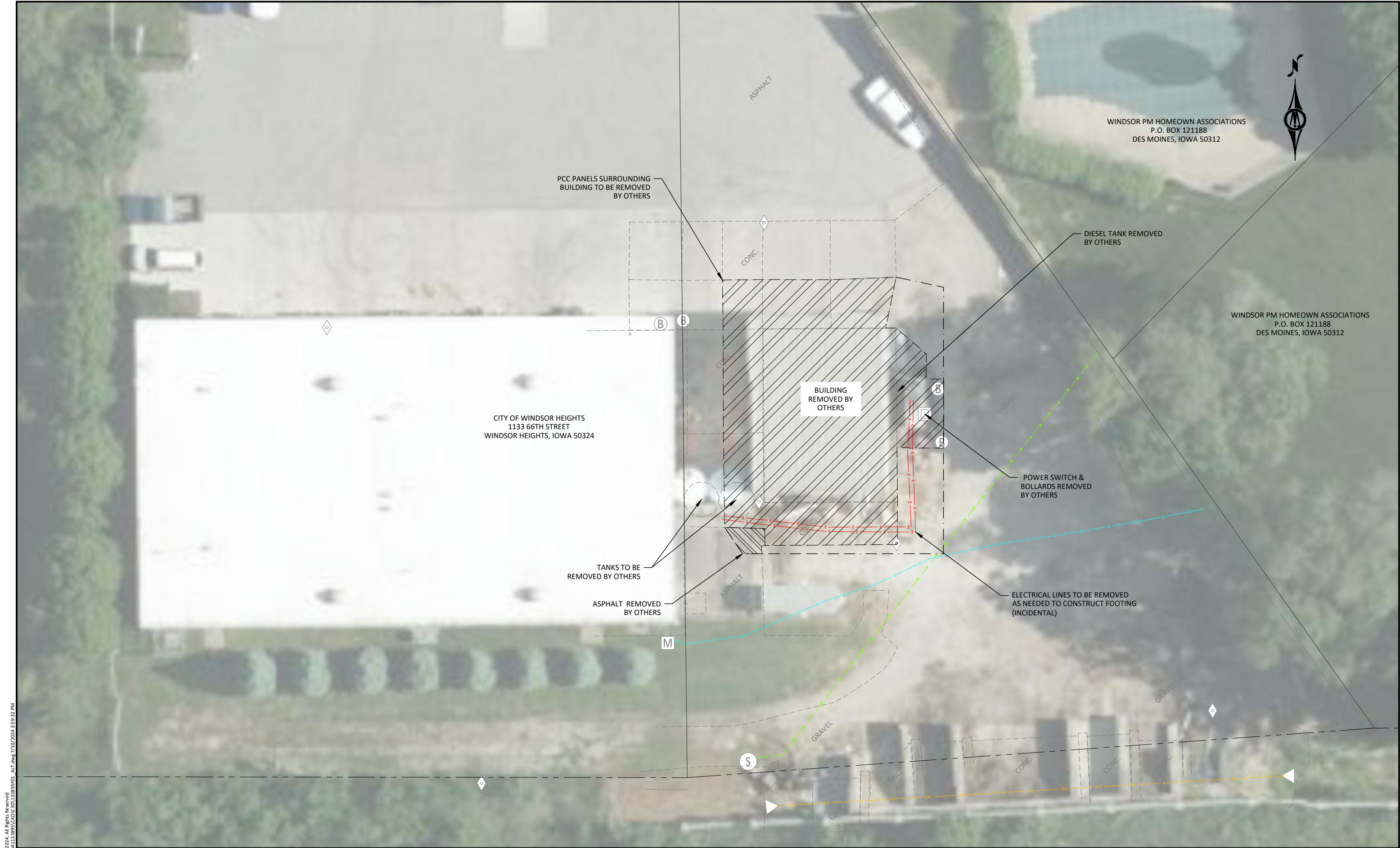


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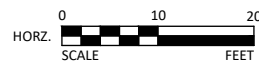
DESIGNED	REV	DESCRIPTION	DATE
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DRAWN	JRG		
CHECKED	JLE		
CLIENT PROJ. NO.	0A1.133895		

CITY OF WINDSOR HEIGHTS, IOWA
SALT SHED IMPROVEMENTS
SITE PLAN

SHEET
D.01



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DESIGNED	REV	DESCRIPTION	DATE
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CHECKED	JLE		
CLIENT PROJ. NO.	0A1.133895		

CITY OF WINDSOR HEIGHTS, IOWA
SALT SHED IMPROVEMENTS
REMOVAL SHEETS

SHEET
F.01

	GENERAL PARAMETERS		
GP1	STRUCTURAL DRAWINGS ARE A PORTION OF THE CONTRACT DOCUMENTS AND ARE INTENDED TO BE USED WITH ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REQUIREMENTS FROM THESE DRAWINGS INTO THEIR SHOP DRAWINGS AND WORK.		
GP2	VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO FABRICATION OF ANY ITEMS.		
GP3	DRAWINGS SHALL BE COORDINATED WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL OPENINGS, ELECTRICAL COMPONENTS, FLOOR DEPRESSIONS, ETC., NOT SHOWN ON DRAWINGS. COORDINATE LOCATION, SIZE AND REINFORCEMENT OF ALL OPENINGS WITH RESPECTIVE TRADES BEFORE FABRICATION. REPORT ANY DISCREPANCIES AND/OR INTERFERENCE PROBLEMS TO THE ARCHITECT AND STRUCTURAL ENGINEER OF RECORD.		
GP4	THESE GENERAL NOTES SUPPLEMENT THE PROJECT SPECIFICATIONS. REFER TO THE PROJECT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS, NOTES AND DETAILS ON THE STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THE GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE PROVIDED, CONSTRUCTION SHALL BE AS SHOWN FOR SIMILAR WORK.		
GP5	THE BUILDING IS NOT STRUCTURALLY STABLE UNTIL ALL CONNECTIONS, FRAMING, SHEAR WALLS, X-BRACING, AND EXTERIOR WALLS ARE COMPLETE AND HAVE ACHIEVED FINAL DESIGN STRENGTH. CONTRACTOR IS SOLELY RESPONSIBLE FOR MAINTAINING STRUCTURAL STABILITY OVERALL AND TO ALL PORTIONS OF THE BUILDING DURING DEMOLITION, ERECTION AND CONSTRUCTION. TEMPORARY GRAVITY AND LATERAL FORCE BRACING SYSTEMS THAT MAY BE REQUIRED WILL BE DESIGNED BY AND AT THE EXPENSE OF THE CONTRACTOR. STRUCTURAL DRAWINGS DO NOT NECESSARILY INDICATE ANY OR ALL REQUIRED TEMPORARY SUPPORT SYSTEMS. TEMPORARY BRACING SYSTEMS ARE NOT TO BE REMOVED UNTIL STRUCTURAL WORK IS COMPLETE OR CONTRACTOR DEEMS THE AREA UNDER CONSIDERATION TO BE STABLE.		
GP6	CONTRACTOR'S CONSTRUCTION AND/OR ERECTION SEQUENCES SHALL RECOGNIZE AND CONSIDER THE EFFECTS OF THERMAL MOVEMENTS OF STRUCTURAL ELEMENTS DURING THE CONSTRUCTION PERIOD.		
GP7	RETAINING WALLS AND BASEMENT WALLS WHICH TIE TO UPPER SLABS SHALL NOT BE BACKFILLED UNTIL THE UPPER SLABS REACH FULL DESIGN STRENGTH, UNLESS ADEQUATE BRACING IS PROVIDED AT THE TOP OF THE WALL.		
GP8	AS USED IN GENERAL NOTES AND THROUGHOUT STRUCTURAL DRAWINGS, THE TERM "CONTRACTOR" IS DEFINED TO INCLUDE ANY OR ALL OF THE FOLLOWING: GENERAL CONTRACTOR AND THEIR SUBCONTRACTORS, CONSTRUCTION MANAGER AND THEIR SUBCONTRACTORS, FABRICATORS, INSTALLERS, DELEGATED DESIGNERS/ENGINEERS AND ERECTORS.		
DP	DESIGN PARAMETERS		
DP1	THE STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE ICC INTERNATIONAL BUILDING CODE, 2012 EDITION.		
DP2	UNIFORM LIVE LOADS: TYPICAL ROOF (GOVERNED BY SNOW)	BY FABRIC BUILDING SUPPLIER	
DP3	WALL SALT LOADING	80 PCF + 32" ANGLE OF REPOSE	
DP4	SNOW DESIGN PARAMETERS: GROUND SNOW LOAD (Ps) FLAT ROOF SNOW LOAD (Pf) SNOW EXPOSURE FACTOR (C/E) SNOW LOAD IMPORTANCE FACTOR (I) SNOW LOAD THERMAL FACTOR (Ct)	30 PSF 20 PSF 1.0 0.8 1.2	
DP5	EARTHQUAKE DESIGN PARAMETERS: SEISMIC IMPORTANCE FACTOR (IE) Ss S1 SEISMIC SITE CLASS Sds Sd1 SHORT-PERIOD SITE COEFFICIENT (Fa) LONG-PERIOD SITE COEFFICIENT (Fv) SEISMIC DESIGN CATEGORY SEISMIC-FORCE-RESISTING SYSTEM: BUILDING LATERAL SYSTEM BY FABRIC BUILDING SUPPLIER ORDINARY CONCRETE SHEAR WALLS AT FOUNDATION SEISMIC BASE SHEAR (V) N-S SEISMIC BASE SHEAR (V) E-W SEISMIC RESPONSE COEFFICIENT (Cs) N-S SEISMIC RESPONSE COEFFICIENT (Cs) E-W RESPONSE MODIFICATION FACTOR (R) N-S RESPONSE MODIFICATION FACTOR (R) E-W REDUNDANCY FACTOR (p) N-S REDUNDANCY FACTOR (p) E-W SEISMIC ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE ANALYSIS	1.0 0.065g 0.046g D 0.069g 0.074g 1.6 2.4 B N/A N/A 1.0 1.0	
DP6	WIND DESIGN PARAMETERS: BASIC WIND SPEED (V) (3 SECOND GUST) RISK CATEGORY WIND EXPOSURE CATEGORY INTERNAL PRESSURE COEFFICIENT BASIC DESIGN PRESSURE @ ROOF NET WIND UPLIFT @ ROOF	105 MPH I B BY FABRIC BUILDING SUPPLIER BY FABRIC BUILDING SUPPLIER BY FABRIC BUILDING SUPPLIER	
DP9	ASSUMED FUTURE CONSTRUCTION: VERTICAL HORIZONTAL	NONE NONE	
FP	FOUNDATION PARAMETERS		
FP1	SIZE AND BOTTOM ELEVATIONS OF FOOTINGS HAVE BEEN ESTABLISHED BASED ON THE GEOTECHNICAL REPORT FILE NO. 222114CPR PREPARED BY CONSTRUCTION MATERIALS TESTING AND DATED 11/02/2022. AS EXCAVATION PROGRESSES, UNANTICIPATED SOIL CONDITIONS MAY REQUIRE CHANGES. CONTACT STRUCTURAL ENGINEER OF RECORD FOR EVALUATION OF THESE CHANGES.		
FP2	ALLOWABLE SOIL BEARING PRESSURE CONTINUOUS FOOTINGS.....	1500 PSF	
FP3	MINIMUM FOOTING DEPTH FOR FROST PROTECTION (BELOW FINISHED GRADE).....	42 IN.	
FP5	GEOTECHNICAL ENGINEER IS SOLE JUDGE OF THE SUITABILITY OF UNDERLYING MATERIAL TO SUPPORT FOUNDATIONS. BEARING MATERIAL SHALL BE APPROVED BY GEOTECHNICAL ENGINEER BEFORE FOUNDATION INSTALLATION. DO NOT PROCEED WITHOUT APPROVAL.		
FP6	PRIOR TO COMMENCING EARTHWORK, CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH ALL ASPECTS OF THE GEOTECHNICAL REPORT. CONTACT GEOTECHNICAL ENGINEER IF QUESTIONS OR DISCREPANCIES.		

SU	SUBMITTALS		
SU1	GENERAL CONTRACTOR TO PROVIDE A SHOP DRAWING SUBMITTAL LOG ITEMIZING ALL PROPOSED SUBMITTALS FOR APPROVAL BY STRUCTURAL ENGINEER OF RECORD.		
SU2	ALL SHOP DRAWINGS SHALL BE CHECKED BY THE FABRICATOR AND APPROVED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTAL TO THE STRUCTURAL ENGINEER OF RECORD. SHOP DRAWING REVIEW BY ENGINEER IS LIMITED TO VERIFYING GENERAL CONFORMANCE TO THE CONTRACT DOCUMENTS. CONTRACTOR IS RESPONSIBLE FOR ANY CHANGES FROM THE CONTRACT DOCUMENTS, DIMENSIONAL ERRORS, COORDINATION ERRORS, OR OMISSIONS IN SHOP DRAWINGS.		
SU3	SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO FABRICATION AND CONSTRUCTION REGARDING ALL STRUCTURAL ITEMS, INCLUDING THE FOLLOWING: • CONCRETE MIX DESIGNS (5 DAYS BEFORE POUR, MIN.) • CONCRETE REINFORCEMENT • PREMANUFACTURED STEEL ROOF TRUSS AND FABRIC ROOF SYSTEMS		
SU4	SHOP DRAWINGS SHALL INCLUDE CONNECTIONS AS WELL AS SIZE, SPACING, AND GRADE OF ALL MEMBERS. PLANS AND ANY DETAILING NECESSARY FOR DETERMINING FIT AND PLACEMENT SHALL ALSO BE INCLUDED.		
SU5	IF SHOP DRAWINGS DIFFER FROM OR ADD TO THE DESIGN OF THE STRUCTURAL DRAWINGS, THEY SHALL BEAR THE SEAL AND SIGNATURE OF AN ENGINEER REGISTERED IN THE APPROPRIATE STATE. ANY CHANGES TO THE STRUCTURAL DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT AND ARE SUBJECT TO REVIEW AND APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD.		
SU6	DESIGN DRAWINGS, SHOP DRAWINGS, AND CALCULATIONS FOR THE DESIGN AND FABRICATION OF ITEMS THAT ARE DESIGNED BY THE CONTRACTOR, INCLUDING: • PREFABRICATED FLOOD GATE SYSTEMS • PREMANUFACTURED STEEL ROOF TRUSS AND FABRIC ROOF SYSTEMS		
SU7	SHALL BEAR THE SEAL AND SIGNATURE OF AN ENGINEER REGISTERED IN THE APPROPRIATE STATE AND SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO FABRICATION AND CONSTRUCTION. CALCULATIONS SHALL BE INCLUDED FOR ALL CONNECTIONS TO THE STRUCTURE, CONSIDERING LOCALIZED EFFECTS ON STRUCTURAL ELEMENTS INDUCED BY THE CONNECTION LOADS.		
SU8	ITEMS THAT ARE DESIGNED BY THE CONTRACTOR SHALL BE DESIGNED TO RESIST THE LIVE LOADS INDICATED IN STRUCTURAL NOTES, DEAD LOAD, SELF WEIGHT, ANY ADDITIONAL LOADING INDICATED ON PLANS AND DETAILS, SNOW DRIFT, AND A NET WIND UPLIFT.		
SU9	ITEMS THAT ARE DESIGNED BY THE CONTRACTOR SHALL INCLUDE ANY RELEVANT TECHNICAL LITERATURE FROM MANUFACTURER. ALSO PROVIDE A CERTIFICATION FROM THE MANUFACTURER SHOWING THE PRODUCT IS IN COMPLIANCE WITH ALL APPLICABLE CODES AND STANDARDS.		
SU10	FIELD ENGINEERED DETAILS DEVELOPED BY THE CONTRACTOR THAT DIFFER FROM OR ADD TO THE STRUCTURAL DRAWINGS SHALL BEAR THE SEAL AND SIGNATURE OF AN ENGINEER REGISTERED IN THE APPROPRIATE STATE AND SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO CONSTRUCTION.		

CN	CONCRETE NOTES		
CN1	CONCRETE WORK SHALL CONFORM TO CHAPTER 19 OF THE IBC.		
CN2	WHERE NEW CONCRETE IS PLACED AGAINST EXISTING CONCRETE, THE EXISTING CONCRETE SURFACE SHALL BE CLEANED AND ROUGHENED TO A MINIMUM OF 1/4" AMPLITUDE.		
CN3	ALL EXPOSED EDGES OF CONCRETE MEMBERS SHALL BE CHAMFERED 3/4" U.N.O.		
CN4	CONCRETE FORMWORK: CN4.1 SLEEVES, OPENINGS, CONDUIT, AND OTHER EMBEDDED ITEMS NOT SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER PRIOR TO POURING CONCRETE. CONDUITS EMBEDDED IN SLABS SHALL NOT BE LARGER IN OUTSIDE DIMENSION THAN ONE THIRD OF THE THICKNESS OF THE SLAB AND SHALL NOT BE SPACED CLOSER THAN THREE DIAMETERS ON CENTER.		
CN5	CONCRETE REINFORCEMENT: CN5.1 DETAILING, FABRICATION, AND PLACEMENT OF REINFORCEMENT SHALL CONFORM TO ACI-315. CN5.2 ALL REINFORCEMENT TO BE ASTM A615 GRADE 60 U.N.O. WELDED WIRE FABRIC TO BE ASTM A185 WITH WIRE CONFORMING TO ASTM A82. CN5.3 REINFORCING STEEL SHALL BE SECURELY TIED IN PLACE USING #16 ANNEALED IRON WIRE. REINFORCEMENT SHALL BE CONTINUOUS THROUGH ALL CONSTRUCTION JOINTS, U.N.O. CN5.4 ALL CONTINUOUS REINFORCING SHALL BE SPLICED USING CLASS B TENSION SPLICES, U.N.O. CN5.4 BARS IN BEAMS AND SLABS SHALL BE SUPPORTED ON WELL-CURED CONCRETE BLOCKS OR APPROVED METAL CHAIRS, AS SPECIFIED BY THE CRSI MANUAL OF STANDARD PRACTICE, MSP-1. CN5.5 CONTINUE HORIZONTAL WALL BARS THROUGH PILASTERS, COLUMNS, INTERSECTING WALLS AND INTERSECTING FOUNDATIONS. REFER TO TYPICAL DETAILS FOR LAYOUT OF CORNER BARS AND BARS IN SMALL WALL SECTIONS. SLAB BARS SHALL BE HOOKED INTO WALLS OR HOOKED DOWELS SHALL BE PROVIDED TO MATCH SLAB REINFORCING. PROVIDE HOOKED DOWELS FROM FOOTINGS TO MATCH VERTICAL WALL REINFORCING. CN5.6 ADD TWO DIAGONAL #5 BARS, FOUR FEET LONG, CENTERED, AT EACH CORNER OF FOUNDATION OR SLAB OPENING, U.N.O. CN5.7 U.N.O. INSTALL WWF 1 1/2" FROM TOP OF ALL SLABS ON GRADE, TOPPING SLABS ON DECK, OR TOPPING SLABS ON PRECAST. LAP JOINTS TWO FULL MESHES BUT NOT LESS THAN 8". AT CONSTRUCTION JOINTS, LOCATE WWF AT MID DEPTH OF SLAB.		
CN6	COVERAGE FOR REINFORCEMENT: CN6.1 CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3" CN6.2 CONCRETE EXPOSED TO EARTH AND WEATHER: #6 THRU #18 BARS 2" #5 BAR, W31 OR D31 WIRE AND SMALLER 1 1/2" CN6.3 CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND: SLABS, WALLS, JOISTS: #14 AND #18 1 1/2" #11 BAR AND SMALLER 3/4" BEAMS, COLUMNS: PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS 1 1/2"		
CN7	CONCRETE COMPRESSIVE STRENGTHS SHALL BE VERIFIED BY STANDARD 28-DAY CYLINDER TESTS PER ASTM C39 AND SHALL BE AS FOLLOWS: FOOTINGS..... Fc = 3,000 PSI WALLS/PIERS/COLUMNS..... Fc = 4,000 PSI SLABS ON GRADE..... Fc = 4,000 PSI		
CN8	SPECIAL INSPECTOR SHALL BE NOTIFIED IF ANY WATER IS TO BE ADDED IN FIELD.		
CN9	CONCRETE FOUNDATIONS: CN9.1 ALL FOUNDATION EXCAVATIONS MUST BE REVIEWED AND APPROVED BY THE SOILS ENGINEER PRIOR TO PLACEMENT OF CONCRETE. CN9.2 ACCURATELY SET AND SECURELY SUPPORT REINFORCING, DOWELS AND ANCHOR BOLTS PRIOR TO PLACEMENT OF CONCRETE. WET-STICKING OR FLOATING OF REINFORCING, DOWELS AND ANCHOR RODS IS NOT ALLOWED. CN9.3 PROVIDE CONSTRUCTION JOINTS, INSERTS, SLEEVES, DOWELS, ANCHORS, ETC., AS SHOWN. ITEMS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS AND ACCORDING TO USUAL ACCEPTED STANDARDS OF THE TRADE. ANCHOR RODS PER ASTM F1554 AS SHOWN. CN9.4 ALL FOUNDATION COLD JOINTS SHALL BE KEVED, CONTINUOUS REINFORCING SHALL EXTEND ONE DEVELOPMENT LENGTH PLUS 6". LOCATE FOUNDATION COLD JOINTS AT EXPANSION JOINTS IN MASONRY VENEER WHEN POSSIBLE. CN9.5 REINFORCING SHOWN ON DETAILS IS THE REQUIRED MINIMUM. AT CONTRACTOR'S OPTION AND EXPENSE, ADDITIONAL REINFORCING MAY BE PERMITTED TO ASSIST IN EASE OF CONSTRUCTABILITY ADDITIONAL REINFORCING MUST BE SUBMITTED FOR REVIEW ON SHOP DRAWINGS.		
CN10	ALL CONCRETE TO INCLUDE SET-ACCELERATING CORROSION-INHIBITING ADJUTIVE. SEE SPECIFICATIONS FOR INFORMATION.		
CN11	MINIMUM CONCRETE SLAB ON GRADE PER PLAN, OVER VAPOR BARRIER, OVER A MINIMUM 2" COMPACTABLE, TRIMMABLE, GRANULAR FILL, TYP. U.N.O. ON DRAWINGS AND GEOTECHNICAL REPORT.		
CN12	SLAB CONTROL JOINTS: CN12.1 PROVIDE SLAB CONTROL JOINTS FOR THE FOLLOWING, U.N.O.: • SLAB-ON-GRADE 10' ± 2" • PRECAST TOPPING SLABS (NON-COMPOSITE) 10' ± 2" CN12.2 PROVIDE SLAB CONTROL JOINTS ON GRID LINE WHERE PRACTICAL. CN12.3 MAINTAIN A SLAB CONTROL JOINT ASPECT RATIO OF APPROXIMATELY 1:1. CN12.4 DO NOT PROVIDE SLAB CONTROL JOINTS FOR THE FOLLOWING, U.N.O.: • COMPOSITE SLAB ON METAL DECK • COMPOSITE PRECAST TOPPING SLAB		
CN13	PROVIDE VERTICAL WALL JOINTS AS FOLLOWS, U.N.O.: CN13.1 WALLS TALLER THAN 12' H (H = WALL HEIGHT) CN13.2 WALLS 8' - 12' 2'H CN13.3 WALLS SHORTER THAN 8' 3'H CN13.4 PROVIDE WALL JOINT WITHIN 10' OF ALL CORNERS AND IN LINE WITH EDGES OF ALL WALL OPENINGS. CN13.5 MAXIMUM WALL JOINT SPACING SHALL NOT EXCEED 25 FEET.		
CN14	CONCRETE ACCESSORIES: CN14.3 U.N.O. EXPANSION BOLTS TO BE HILTI KWIK BOLT TZ OR APPROVED EQUIVALENT WITH EQUAL ICC TENSION AND SHEAR VALUES. EXPANSION ANCHORS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. DO NOT CUT REINFORCING IN NEW OR EXISTING CONCRETE DURING INSTALLATION. CN14.4 U.N.O. EPOXY ANCHORS TO BE HILTI HIT-RE 500 V3 OR APPROVED EQUIVALENT WITH EQUAL ICC TENSION AND SHEAR VALUES. EPOXY ANCHORS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. DO NOT CUT REINFORCING IN NEW OR EXISTING CONCRETE DURING INSTALLATION.		
CN17	EPOXY REPAIR ADHESIVE SHALL CONFORM TO ASTM C881 AND SHALL BE A TWO-COMPONENT, LIQUID EPOXY WITH NON-SAG CONSISTENCY AND A LONG POT LIFE. THE EPOXY ADHESIVE SHALL BE SUITABLE FOR USE IN DRY OR DAMP CONDITIONS. MINIMUM SHEAR STRENGTH SHALL BE 5,000 PSI; MINIMUM TENSILE STRENGTH SHALL BE 4,000 PSI. HOLE SIZES AND INSTALLATION SHALL BE IN STRICT COMPLIANCE WITH THE APPROVED ICC REQUIREMENTS. DO NOT CUT REINFORCING IN NEW OR EXISTING CONCRETE DURING PLACEMENT.		
CN18	COLD WEATHER PROTECTION CN18.1 DURING COLD WEATHER CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR PROTECTING CURING CONCRETE PER THE RQMTS. OF ACI 306. CN18.2 DURING COLD WEATHER CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR PROTECTING FOUNDATIONS THAT DO NOT EXTEND TO FROST DEPTH FROM HEAVING. AT CONTRACTOR'S OPTION, BOTTOM OF FOOTINGS MAY BE EXTENDED BEYOND THE FROST ZONE, IN LIEU OF SURFACE PROTECTION METHODS. NO ADDL REINFORCING WILL BE REQD AT EXTENDED FOUNDATIONS. ALL MITIGATION WORK SHALL BE PART OF THE CONTRACTOR BID AND NOT COMPENSABLE BY CHANGE ORDER. CN18.3 CONTRACTOR TO PROVIDE A FROST STOP PER TYP. SHOP DETAIL @ ALL EXTERIOR DOORS, SEE ARCH. FOR DOOR LOCATIONS.		
CN19	EXPOSED CONCRETE: CN19.4 CONCRETE MIXES USED FOR CONCRETE SURFACES PERMANENTLY EXPOSED TO VIEW SHALL NOT INCLUDE DELETERIOUS MATERIAL WHICH MAY CAUSE FINISHED SURFACE IRREGULARITIES.		

	SPECIAL INSPECTION		
SP1	SPECIAL INSPECTION PROGRAM SHALL CONFORM TO CHAPTER 17 OF THE IBC.		
SP2	THE OWNER SHALL EMPLOY A SPECIAL INSPECTOR TO PERFORM THE REQUIRED TESTS AND SPECIAL INSPECTIONS WITH QUALIFICATIONS DESCRIBED PER IBC CHAPTER 17 AND THE PROJECT SPECIFICATIONS.		
SP3	SPECIAL INSPECTION REPORTS SHALL BE FURNISHED TO BUILDING OFFICIAL, OWNER, ARCHITECT, STRUCTURAL ENGINEER, AND CONTRACTOR.		
SP4	SPECIAL INSPECTOR SHALL SUBMIT A FINAL REPORT STATING THAT THE STRUCTURAL WORK WAS, TO THE BEST OF THE SPECIAL INSPECTOR'S KNOWLEDGE, PERFORMED IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS.		
SP5	SPECIAL INSPECTION PROGRAM:		
VERIFICATION AND INSPECTION			
FREQUENCY / TASK			
CONCRETE			
1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, & VERIFY PLACEMENT.			PERIODIC
2. INSPECT REINFORCING BAR WELDING:			
A. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706.			PERIODIC
B. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16".			PERIODIC
C. INSPECT ALL OTHER WELDS.			CONT.
3. INSPECT ANCHORS CAST IN CONCRETE.			PERIODIC
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS:			
A. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS.			CONT.
B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.A.			PERIODIC
5. VERIFY USE OF REQUIRED DESIGN MIX.			PERIODIC
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP & AIR CONTENT TESTS AND DETERMINE CONCRETE TEMPERATURE.			CONT.
7. INSPECT CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.			CONT.
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE & TECHNIQUES.			PERIODIC
9. INSPECT PRECAST CONCRETE FOR:			
A. APPLICATION OF PRESTRESSING FORCES.			CONT.
B. GROUTING OF BONDED PRESTRESSING TENDONS.			CONT.
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS.			PERIODIC
11. VERIFY OF IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST TENSIONED CONCRETE & PRIOR TO REMOVAL OF SHORES & FORMS FROM BEAMS & STRUCTURAL SLABS.			PERIODIC
12. INSPECT FORMWORK FOR SHAPE, LOCATION & DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.			PERIODIC
SOILS			
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.			PERIODIC
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH & HAVE REACHED PROPER MATERIAL.			PERIODIC
3. PERFORM CLASSIFICATION & TESTING OF COMPACTED FILL MATERIALS.			PERIODIC
4. VERIFY USE OF PROPER MATERIALS, DENSITIES & LIFT THICKNESSES DURING PLACEMENT & COMPACTION OF COMPACTED FILL.			CONT.
5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE & VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.			PERIODIC

PROGRAM FOOTNOTES

1. THE ITEMS INDICATED ABOVE SHALL BE INSPECTED IN ACCORDANCE WITH CHAPTER 17 OF THE IBC BY A CERTIFIED SPECIAL INSPECTOR FROM AN ESTABLISHED TESTING AGENCY. FOR MATERIAL SAMPLING AND TESTING REQUIREMENTS, REFER TO THE PROJECT SPECIFICATIONS & THE SPECIFIC STRUCTURAL NOTES SECTIONS. THE TESTING AGENCY SHALL SEND COPIES OF ALL STRUCTURAL TESTING & INSPECTION REPORTS DIRECTLY TO THE ARCHITECT, STRUCTURAL ENGINEER, CONTRACTOR, & BUILDING OFFICIAL. ANY MATERIALS WHICH FAIL TO MEET THE PROJECT SPECIFICATIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ARCHITECT. SPECIAL INSPECTION TESTING REQUIREMENTS APPLY EQUALLY TO ALL BIDDER DESIGNED COMPONENTS.

2. CONT. - CONTINUOUS SPECIAL INSPECTION. SPECIAL INSPECTOR IS PRESENT WHEN & WHERE THE WORK TO BE INSPECTED IS BEING PERFORMED. (IBC SECTION 1702)

3. PERIODIC - PERIODIC SPECIAL INSPECTION. SPECIAL INSPECTOR IS INTERMITTENTLY PRESENT WHERE THE WORK TO BE INSPECTED HAS BEEN OR IS BEING PERFORMED.

4. OBSERVE - SPECIAL INSPECTOR SHALL OBSERVE THESE ITEMS ON A RANDOM BASIS. OPERATIONS NEED NOT BE DELAYED PENDING THESE INSPECTIONS (AISC 360 SECTION N5).

5. PERFORM - SPECIAL INSPECTOR SHALL PERFORM THESE TASKS FOR EACH JOINT, CONNECTION, ELEMENT OR MEMBER (AISC 360 SECTION N5).

6. SPECIAL INSPECTION IS NOT REQUIRED FOR WORK PERFORMED BY AN APPROVED FABRICATOR (IBC SECTION 1704.2.2).

9. INSPECTION FOR PREFABRICATED CONSTRUCTION SHALL BE THE SAME AS IF THE MATERIAL USED IN THE CONSTRUCTION TOOK PLACE ON SITE. CONTINUOUS INSPECTION WILL NOT BE REQUIRED DURING PREFABRICATION IF THE APPROVED AGENCY CERTIFIES THE CONSTRUCTION AND FURNISHES EVIDENCE OF COMPLIANCE.



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

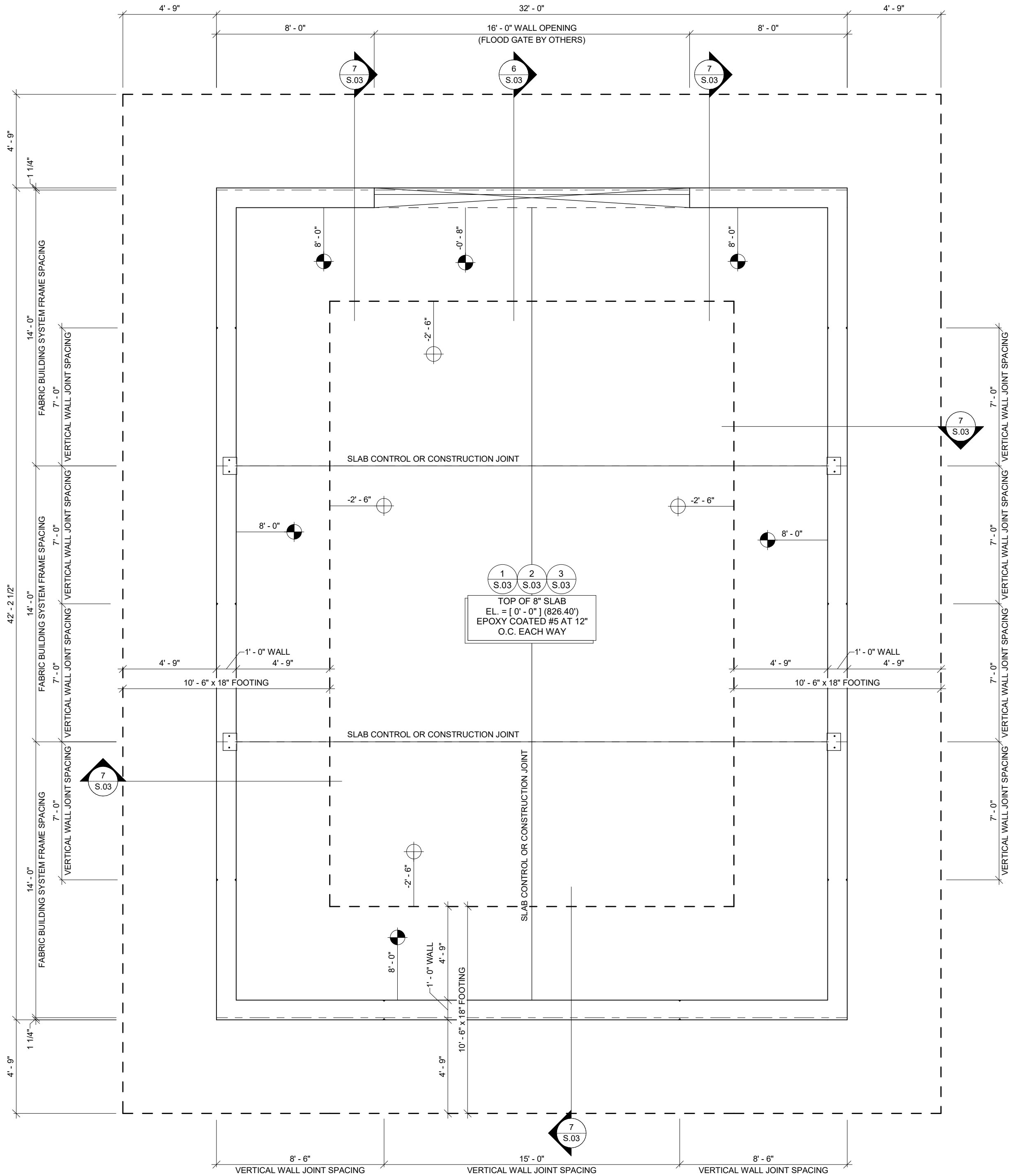
THIS NOTICE COVERS DWGS. S - SERIES SHEETS

SIGNATURE: *Anthony J. Samuelson*

NAME: ANTHONY J. SAMUELSON, P.E.

DATE: 6/27/2024

MY REGISTRATION EXPIRES IN IOWA: 12/31/25



A

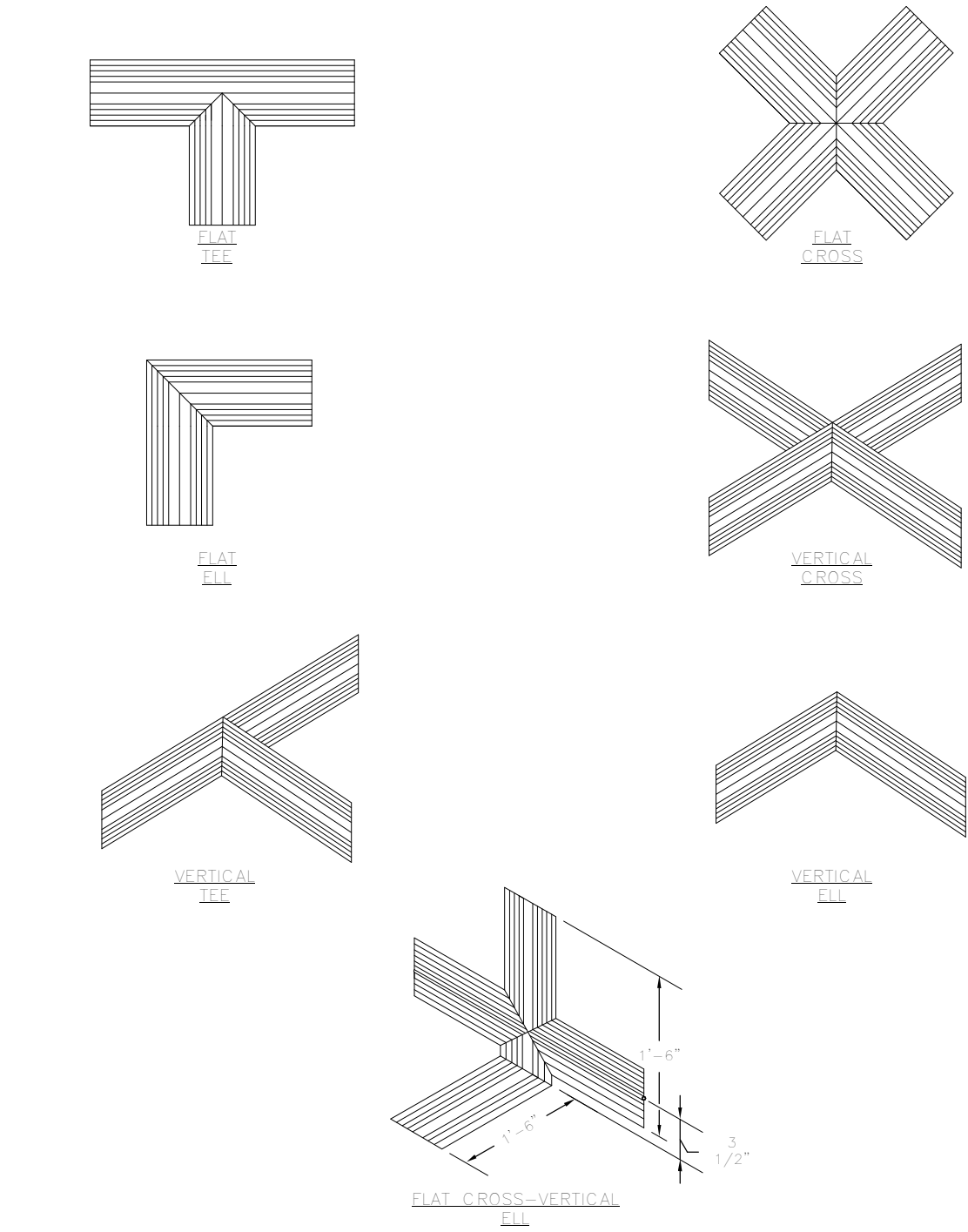
SALT SHED FOUNDATION PLAN

1/4" = 1'-0"

FOUNDATION PLAN NOTES

1. CONCRETE MIX DESIGN IS TO INCLUDE SALT CORROSION INHIBITOR. SEE SPECIFICATIONS FOR INFORMATION.
2. ALL REBAR TO BE EPOXY COATED.
3. SALT SHALL NOT OVERTOP CONCRETE STEM WALLS.
4. FABRIC BUILDING SYSTEM IS BY BUILDING SUPPLIER. FABRIC BUILDING SYSTEM SUPPLIER IS TO PROVIDE FINAL LAYOUT OF BUILDING INCLUDING ANCHORAGE LOCATIONS, TYPES, AND LOADING TO EOR BEFORE VERTICAL CONCRETE WALLS ARE CAST. EOR WILL VERIFY BYLDING SYSTEM ANCHORAGE UPON FINAL DOCUMENTS FROM BUILDING SUPPLIER.
5. FLOOD GATE SYSTEM IS BY OTHERS. FLOOD GATE SUPPLIER IS TO COORDINATE SYSTEM WITH OPENING PROVIDED AND RELEVANT FLOOD ELEVATION INFORMATION.
6. ALL WATERSTOP JOINTS SHALL BE FABRICATED AND FULLY WELDED PRIOR TO CONCRETE PLACEMENT. ALL WATERSTOPS SHALL BE SECURED INPLACE SO THAT THEY DO NOT MOVE OR SHIFT DURING CONCRETE PLACEMENT.

FOUNDATION SYMBOL KEY	
	1/2 WALL
	1/2 FOOTING



1. MANUFACTURED WATERSTOP JOINTS
3/4" = 1'-0"

**RAKER RHODES
ENGINEERING**

Des Moines | Iowa City | Fort Collins | Sioux Falls | Madison

CITY OF WINDSOR HEIGHTS SALT SHED IMPROVEMENTS

6900 SCHOOL ST
WINDSOR HEIGHTS, IA 50324

ISSUE	Date
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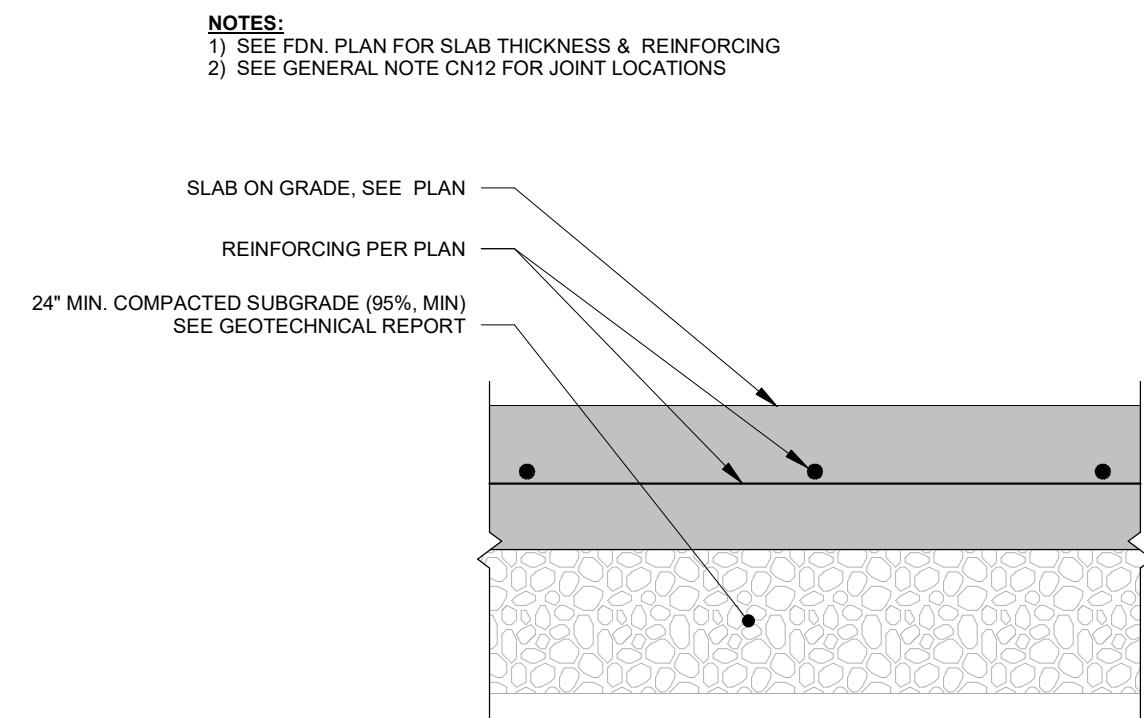
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Sheet Title

FOUNDATION PLAN

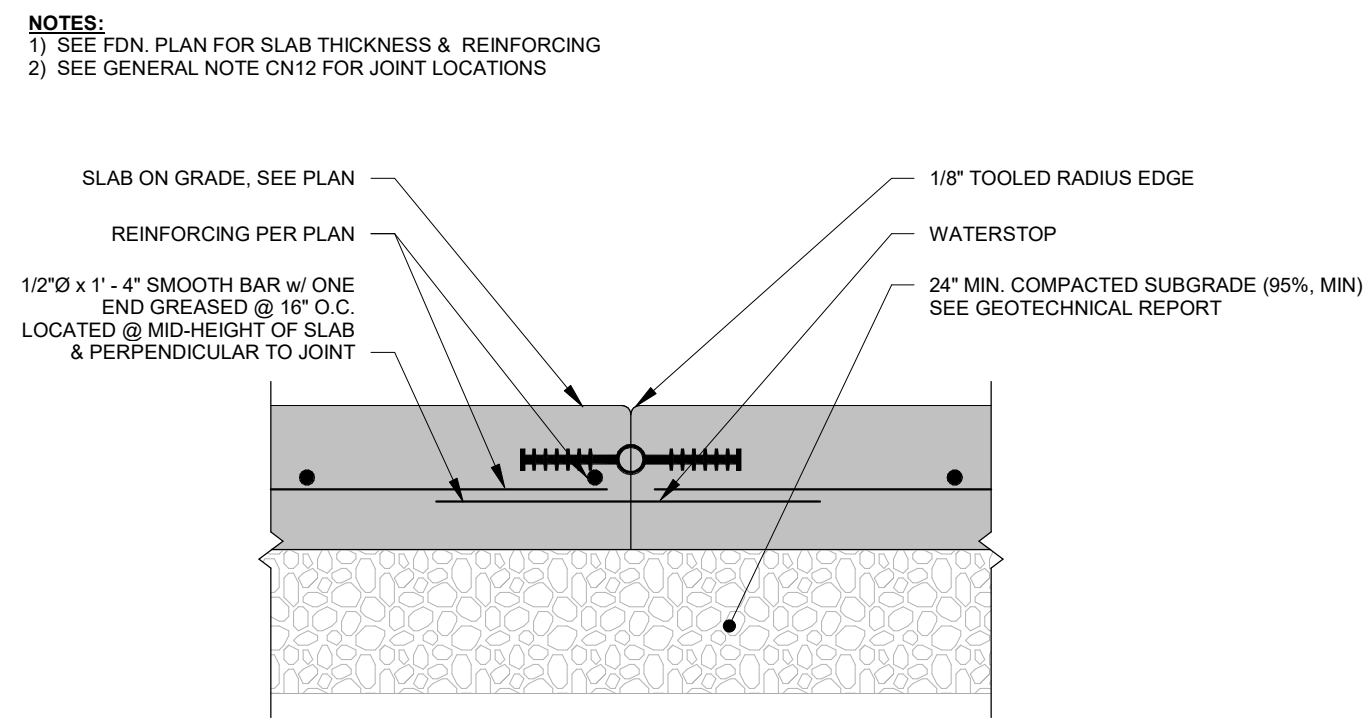
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S.02

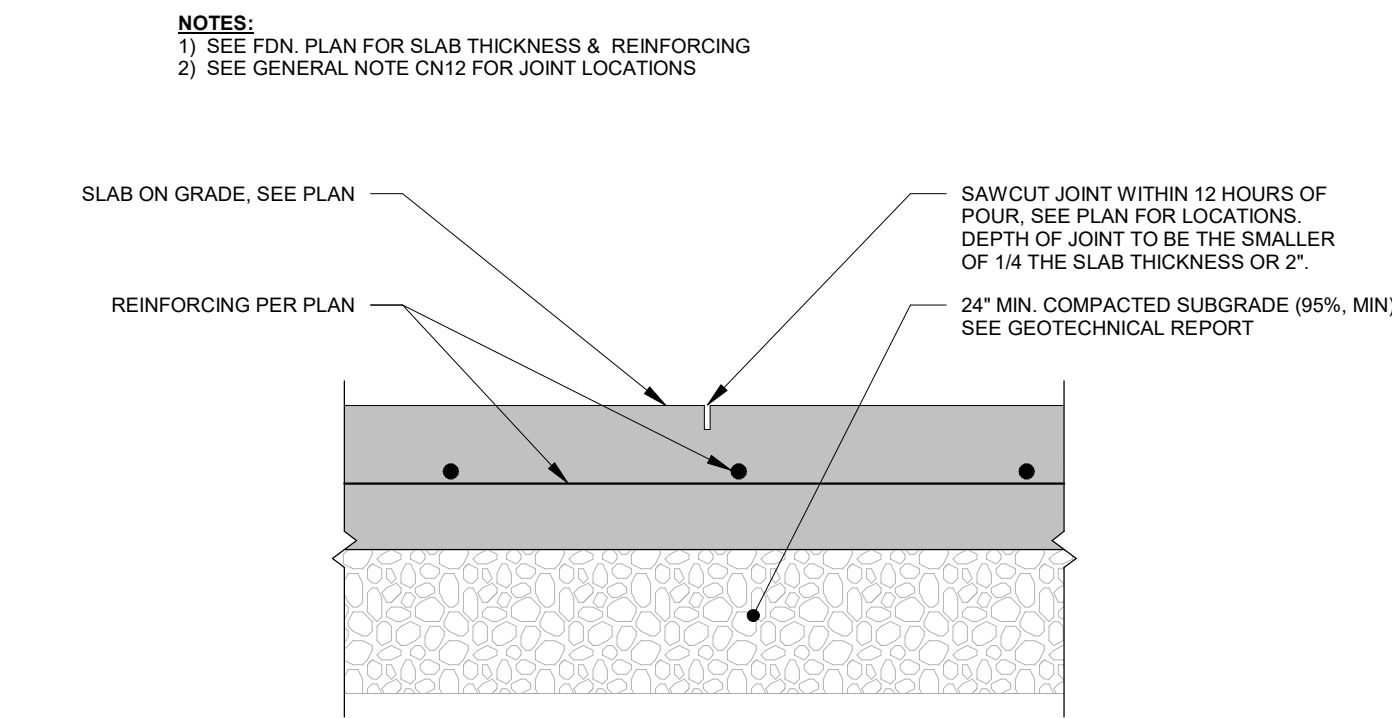
This drawing has been prepared by the Engineer, or under the Engineer's direct supervision. This drawing is provided as an instrument of service by the Designer/Engineer and is intended for use on this project only. Any reproduction, use, or disclosure of information contained herein without the prior written consent of the Engineer is strictly prohibited. (C) Copyright 2021 by Raker Rhodes Engineering, L.L.C.



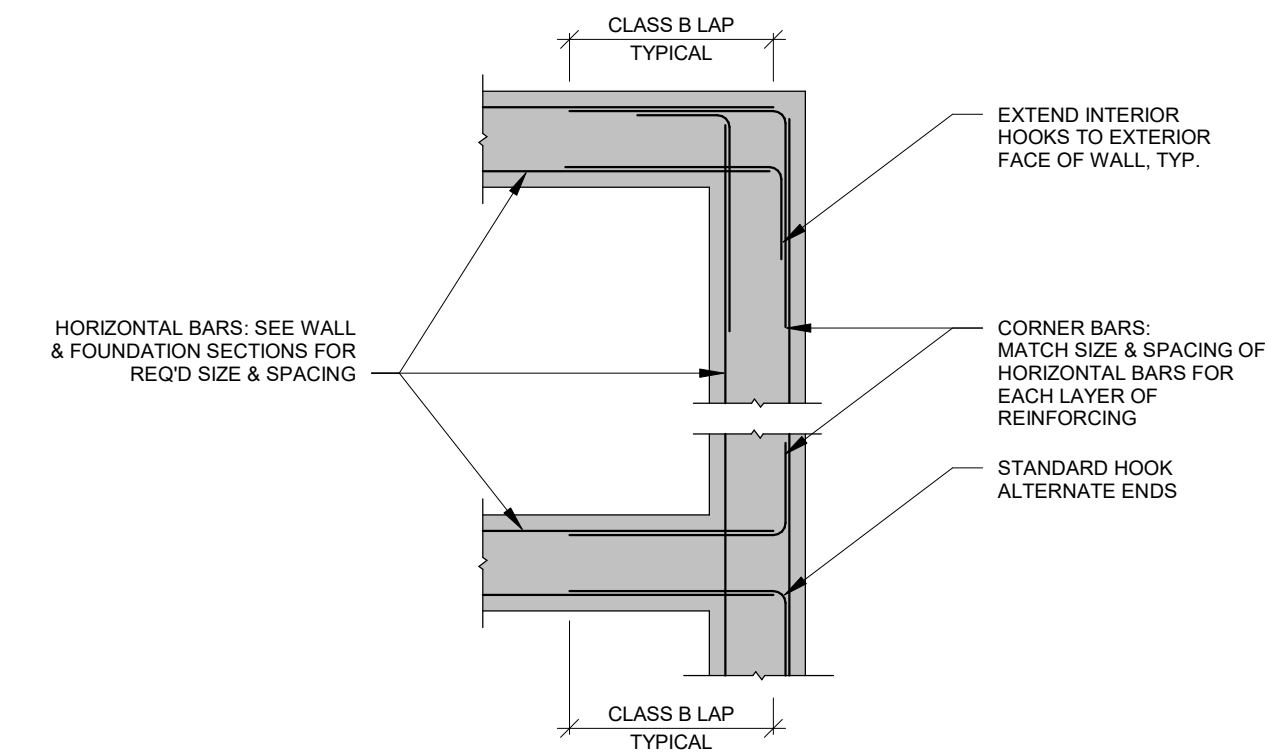
1 TYP. SLAB ON GRADE
1 1/2" = 1'-0"



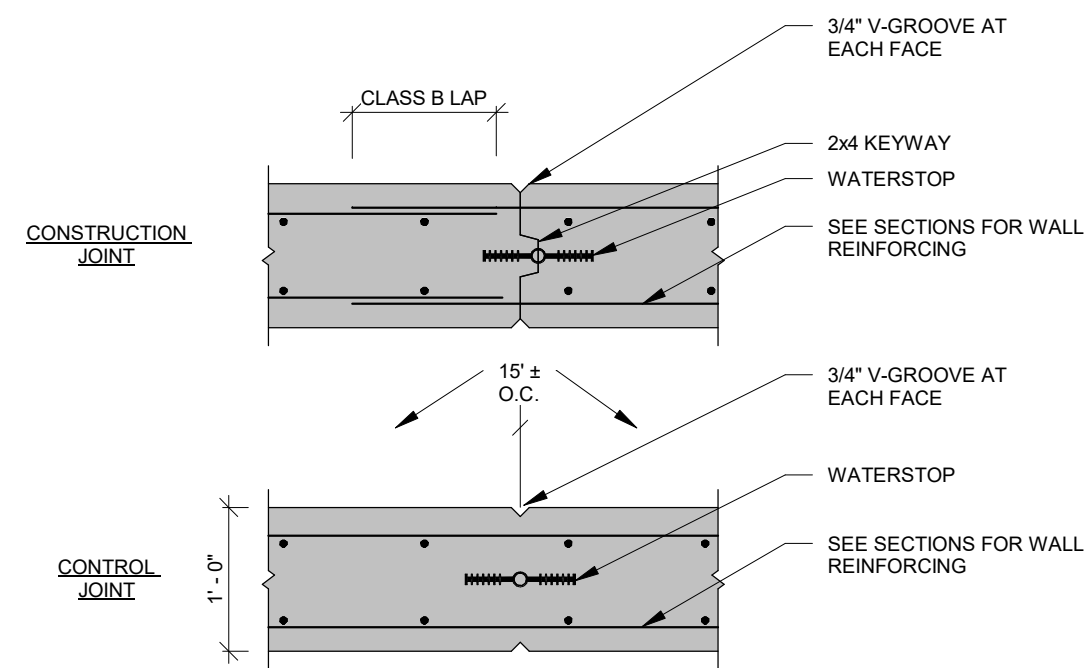
2 TYP. SLAB ON GRADE CONSTRUCTION JOINT
1 1/2" = 1'-0"



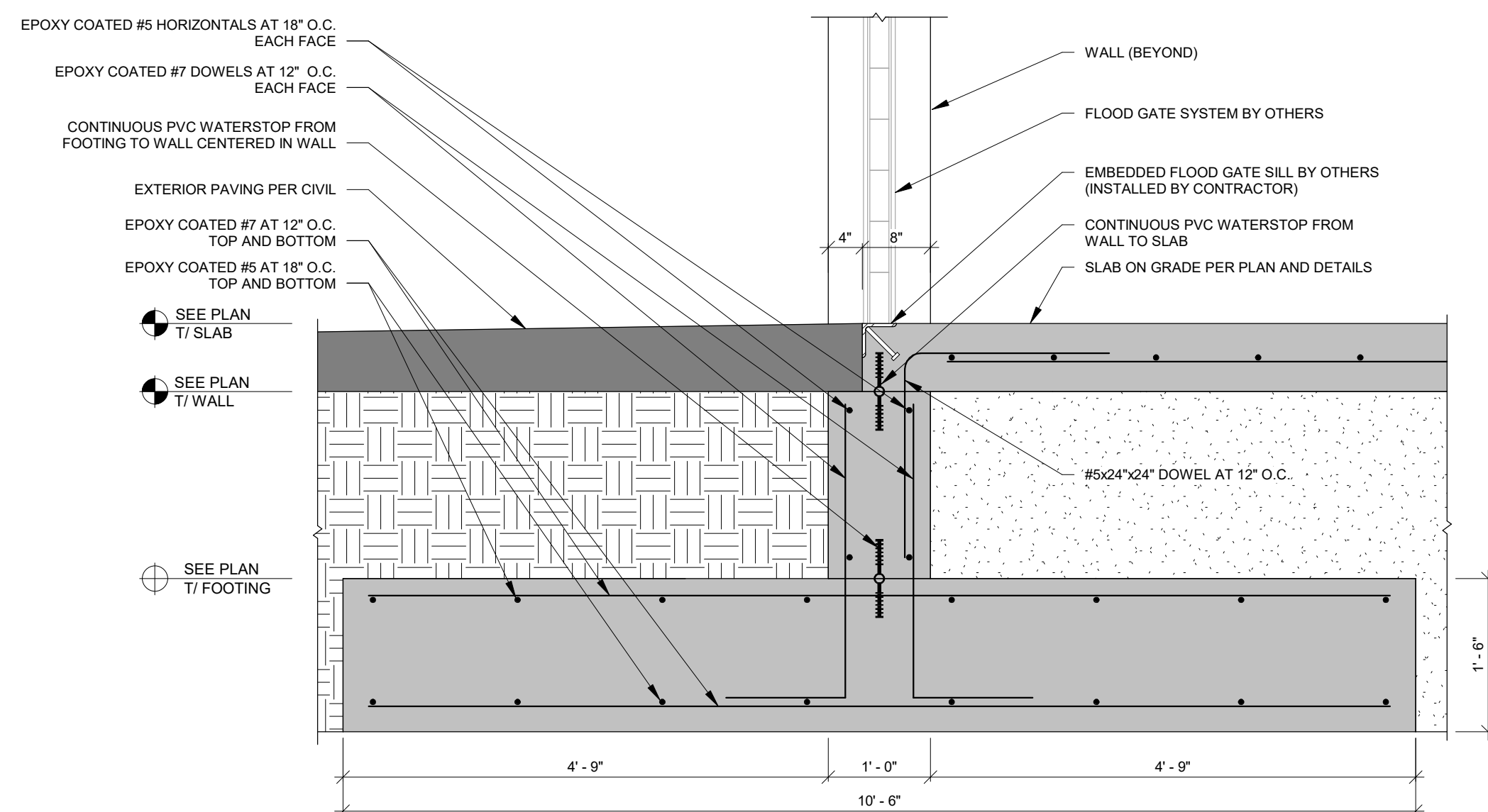
3 TYP. SLAB ON GRADE CONTROL JOINT
1 1/2" = 1'-0"



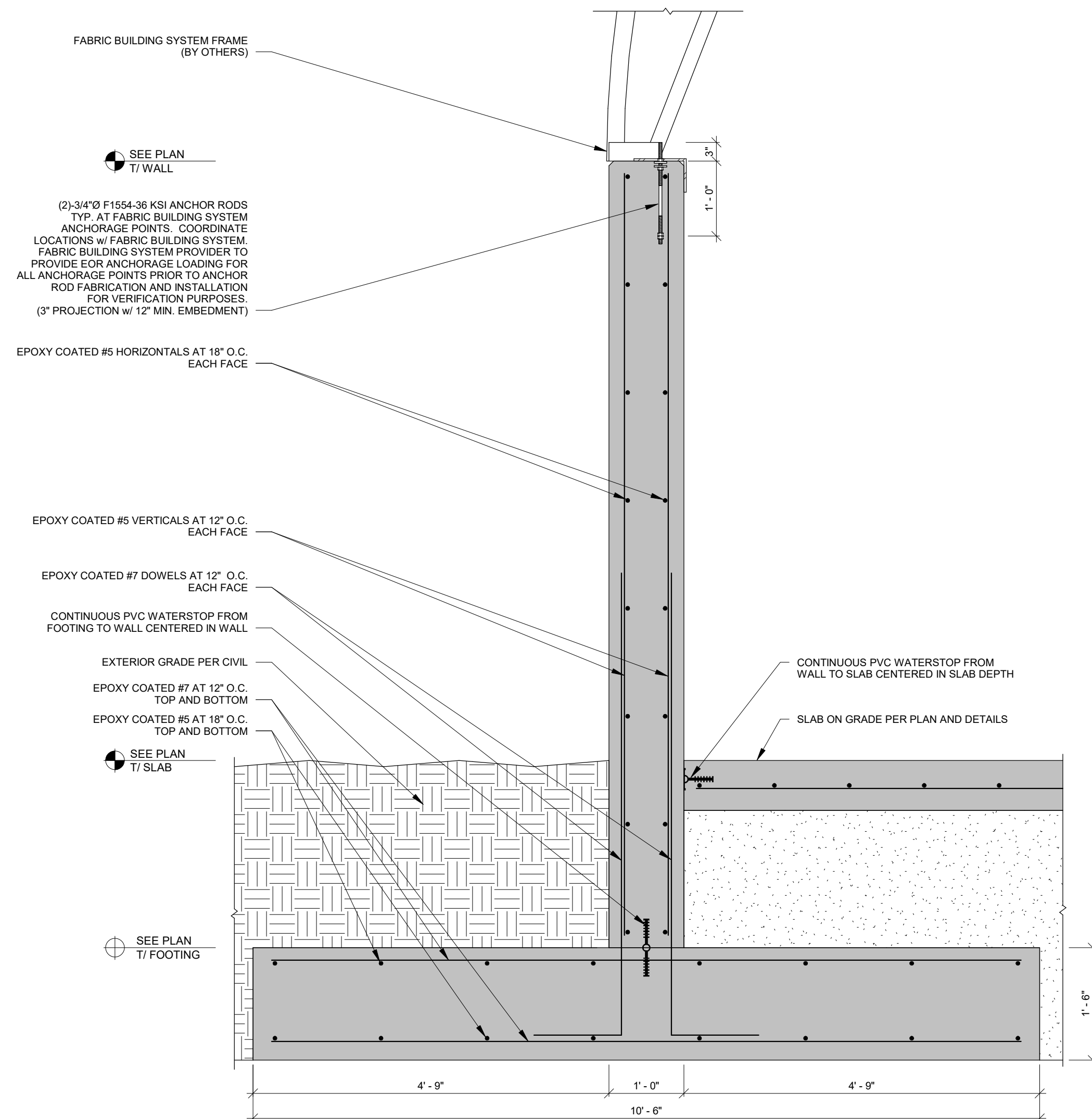
4 TYP. REINFORCING @ CORNERS
1/2" = 1'-0"



5 TYP. VERTICAL CONCRETE WALL JOINTS
3/4" = 1'-0"



6 SALT SHED WALL AT ENTRANCE
3/4" = 1'-0"



7 TYPICAL SALT SHED WALL DETAIL
3/4" = 1'-0"



**STAFF REPORT
CITY COUNCIL**

August 5, 2024

TO: CITY COUNCIL

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

SUBJECT: Consideration of Forest Court Mill And Overlay Design Contract

GENERAL INFORMATION



Bolton and Menk has prepared the attached contract for \$21,000 to complete design services necessary to mill the existing asphalt and overlay Forest Court between 64th St to 66th with 2" HMA overlay. Full depth patches will be completed as needed, estimated for 10% of the road. Public Works recently had Windsor Heights Sanitary Sewer District televise the sanitary sewer under this section of the road to confirm there are no underlying sanitary sewer issues causing undermining of the road. The televising came back clean confirming an overlay is the appropriate resurfacing option for the road. This section of road does not currently have storm sewer with portions of the road draining to storm sewer on Elmcrest Dr and portions

running along 64th St. The adjoining section of 64th St. is scheduled for reconstruction with storm sewer installation in 2029.

There is currently no sidewalk on this road and no sidewalk is planned as part of this project as it is a resurfacing project and not reconstruction.

The engineer's preliminary estimate for the project is \$607,000

III. PROPOSED SCHEDULE

The anticipated project schedule is as follows, with additional dates inserted to accommodate CLIENT review:

- Award design contract: August 5, 2024
- Geotechnical investigation: August/September 2024
- Field walk: August/September 2024
- 60% Design Review: September 2024
- Neighborhood Meeting: September 2024
- 90% Design Review: October 2024
- Bidding Phase: November 2024
- Construction Award: December 2024
- Construction Start: July 2025

ATTACHMENTS

1. Forrest Court Agreement

AGREEMENT FOR PROFESSIONAL SERVICES IA

STANDARD PROJECT-PUBLIC CLIENT

CITY OF WINDSOR HEIGHTS and BOLTON & MENK, INC.

This Agreement, made this 5th day of August 2024, by and between CITY OF WINDSOR HEIGHTS, 1145 66TH STREET, SUITE 1, WINDSOR HEIGHTS, IA 50324, ("CLIENT"), and BOLTON & MENK, INC., 430 E. GRAND AVE, SUITE 101, DES MOINES, IA 50309, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with FORREST COURT MILL AND OVERLAY ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.

B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services. Total fees for the Services shall not exceed \$21,000.00 without the prior consent of CLIENT. See the attached Schedule 1 for Schedule of Fees applicable to this Agreement.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.

3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE. In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT'S work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT'S obligation to indemnify the CLIENT and CLIENT'S officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.
2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved

in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost

information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
1. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to

CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW. This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

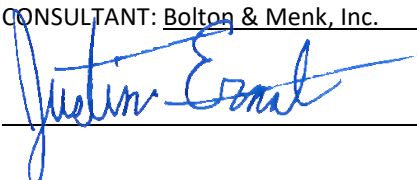
S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Windsor Heights

CONSULTANT: Bolton & Menk, Inc.


Justin Ernst, PE

Principal Engineer

EXHIBIT I
SCOPE OF SERVICES BY CONSULTANT
FORREST COURT MILL & OVERLAY
CITY OF WINDSOR HEIGHTS, IOWA

I. SCOPE OF SERVICES

Bolton & Menk, Inc., hereafter known as CONSULTANT, agrees to provide professional services required for the engineering design of a mill and overlay on Forrest Court between 64th Street and 66th Street. The scope is one task, Design Phase Services, and the work included is as follows:

TASK I – DESIGN PHASE SERVICES

For purposes of this specific project, Design Phase Services to be provided by CONSULTANT are as follows:

Subtask A – Project Initiation and Project Management

1. CONSULTANT will facilitate a project kick-off meeting with CLIENT staff to accomplish the following:
 - a. Review and confirm the scope of the project
 - b. Review available information relative to the project
 - c. Review and discuss specific infrastructure issues and CLIENT’S current design standards as they relate to the proposed improvements on this project
 - d. Review and verify project schedules
 - e. Conduct a field review of project area by CONSULTANT and CLIENT representatives
2. CONSULTANT will coordinate progress with CLIENT after the initial kickoff meeting. These meetings will discuss findings, issues, schedule, and needs to keep the project progressing.
3. CONSULTANT will provide project and contract administration services throughout the duration of the project.
4. CONSULTANT will facilitate project communication throughout the duration of the project. (Including distributing meeting minutes in a timely manner).
5. CONSULTANT will manage any required subconsultant contracts needed to complete the design and construction of the project.

Subtask B – Public Involvement

1. CONSULTANT will organize and conduct one (1) public informational meeting. This meeting will inform the community on the general design direction for the project. The time and location of the meeting will be coordinated with CLIENT.
2. CONSULTANT will create and distribute one (1) letter to the residents informing them about the project and inviting them to the informational meeting.

Subtask C – Data Collection

1. CONSULTANT will use aerial imagery to determine project quantities. The design team will do a field walk with City staff to determine potential full depth patching areas and collect those areas with a GPS unit to be incorporated into the plans.

Subconsultant Task: Geotechnical Investigation and Analysis

1. CONSULTANT will subcontract a Geotechnical subconsultant to perform geotechnical exploration program including field investigations and laboratory testing. The geotechnical services for this task shall consist of:
 - a. 6 – 5 foot deep soil and pavement boring location and depths with testing requirements.
 - b. Evaluation of subgrade stabilization alternatives as needed.

- c. Preparation of Geotechnical Report. SUBCONSULTANT will prepare a draft geotechnical report summarizing results of field exploration and laboratory testing programs, boring logs, lab test data, subgrade evaluations, pavement section design and soil infiltration rates. This task will include the effort to incorporate geotechnical analysis and recommendations into roadway design elements.

Deliverables:

Final Geotechnical Report: submitted electronically in PDF format

Subtask D – Construction Drawings

1. CONSULTANT will complete all aspects of design needed for the construction of the mill and overlay. 60% (Preliminary) and 90% (Final) plans and specifications will be provided to the City for review and approval. The plan elements include:
 - a. **Title and General Information Sheets (A Sheets).** The title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.
 - b. **Typical Cross Sections (B Sheets).** The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements. The Typical Cross Sections will be used for the proposed improvements as well as determination of the limits that each section will apply.
 - c. **Estimate of Quantities (C Sheets).** This includes determination of the bid items to be included in the project, along with an estimate of quantities for each item. Estimate Reference Notes (ERN) will be developed to assist the contractor in bidding the project. Erosion Control and Restoration sheets will be included in the C sheets. Sheets include the design of erosion control measures and surface restoration to be provided on the Project.
 - d. **Mainline Plan (D Sheets).** Plan sheets will show the existing and proposed horizontal roadway alignment of the corridor. The scale of these sheets will be 1"=20'.
 - e. **Removal Plans (F Sheets).** This includes the design and drafting of the removal limits of the existing infrastructure inside of the project area. The plan includes the removals of pavement.
 - f. **Traffic Control and Staging (J Sheets).** Plan includes anticipated construction scheduling and staging of the Project, highlighting traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).
2. **Project Manual:** CONSULTANT will prepare a project manual for the project in accordance with Iowa SUDAS standards. Project Manual will be provided at the 90% design phase.
3. **Engineer's Estimate:** CONSULTANT will prepare an Opinion of Probable Cost (OPC) with breakdowns provided for the various construction elements. An OPC will be provided at the 60% and 90% Design phases.
4. **CLIENT Review:** Plans will be reviewed with CLIENT at the 60%, and 90% complete stages. The project manual will be reviewed with CLIENT at the 90% complete stage. If required, changes will be made to the contract documents based on CLIENT's review and comments. It is assumed that easement and right-of-way design will commence at the 60% complete stage of plan set production. The final contract documents will be presented to CLIENT for approval.

Subtask E – Bidding Phase

CONSULTANT will provide the following bidding assistance:

- A. Assist CLIENT in the preparation of advertisement for bids and submittal to the local newspaper and other required publications, secure affidavits of publication
- B. Post advertisement for bids on CONSULTANT's website.
- C. Upon request by prospective bidders, subcontractors or suppliers, CONSULTANT will distribute copies of the contract/bidding documents – hard copy or electronic documents, or both. A nominal refundable fee may be charged for bidding documents.
- D. Maintain and update plan holders list throughout bidding period.
- E. Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required.
- F. Assist CLIENT with the public opening and reading of the bids.
- G. Review bids and prepare bid tabulation and abstract of all bid items.
- H. Assist CLIENT in preparing recommendation for CLIENT Council regarding the award of the bid. CONSULTANT will attend CLIENT Council meeting to answer any questions regarding the recommendation.

II. ADDITIONAL SERVICES

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 administration.
2. Construction materials testing

III. PROPOSED SCHEDULE

The anticipated project schedule is as follows, with additional dates inserted to accommodate CLIENT review:

- Award design contract: August 5, 2024
- Geotechnical investigation: August/September 2024
- Field walk: August/September 2024
- 60% Design Review: September 2024
- Neighborhood Meeting: September 2024
- 90% Design Review: October 2024
- Bidding Phase: November 2024
- Construction Award: December 2024
- Construction Start: July 2025

IV. ESTIMATED FEES:

The fees for the completion of the above scope are:

<u>Task I – Design Phase Services:</u>	<u>\$21,000.00</u>
Total	\$21,000.00



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

UTRAJ LLC

NAME OF BUSINESS(DBA)

Super Quick Mart

BUSINESS

(925) 351-3354

ADDRESS OF PREMISES

7690 Hickman Rd.

PREMISES SUITE/APT NUMBER

CITY

Windsor
Heights

COUNTY ZIP

Polk 50324

MAILING ADDRESS

7690 Hickman Rd.

CITY

Windsor Heights

STATE

Iowa

ZIP

50324

Contact Person

NAME

Utkarsh Mahajan

PHONE

(925) 351-3354

EMAIL

superquickmart.ia@gmail.com

License Information

LICENSE NUMBER

LE0003118

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Aug 24, 2024

EXPIRATION DATE

Aug 23, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Rajbir Dhillon	West Des Moines	Iowa	50266	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

IN THE IOWA ADMINISTRATIVE HEARINGS DIVISION
CENTRAL PANEL BUREAU

In the Matter of:

DIAL No. 24ABD0011
ABD No. D-2023-00338

ULTRAJ LLC
d/b/a Super Quick Mart
7690 Hickman Road
Windsor Heights, IA 50324

PROPOSED DECISION

STATEMENT OF THE CASE

This matter was transmitted to the Department of Inspections, Appeals, and Licensing (DIAL) for the purpose of conducting a contested case proceeding from an appeal filed by UltraJ LLC d/b/a Super Quick Mart (UltraJ) from two sanctions issued by the Iowa Alcoholic Beverages Division (ABD).¹ This matter came on for telephone hearing on May 30 and June 5, 2024. Assistant Attorney John Lundquist represented ABD. Utkarsh Mahajan appeared on behalf of UltraJ and was represented by counsel, attorney Luke Craven.

The record includes the testimony of Brandon Trapp, Miguel Flores Avilas, and Utkarsh Mahajan. The record additionally includes ABD's exhibits 1-10 and UltraJ's exhibits A-F.

FINDINGS OF FACT

UltraJ holds a "Class E" retail alcohol license as a liquor store operating in Windsor Heights, Iowa. (Exhibit 10).

Miguel Flores Avilas, an UltraJ employee, was cited for selling alcohol to a minor in violation of Iowa Code section 123.49(2)(h) on February 15, 2022 while working at the establishment. Mr. Flores Avilas paid the citation, and therefore was convicted of the offense, on March 7, 2022. According to Mr. Flores Avilas, he had completed the Iowa Program for Alcohol Compliance (IPAC) at the time the offense occurred. However, according to Brandon Trapp, executive officer for ABD, the agency's records show he was first IPAC certified in April 2024. (Flores Avilas Testimony; ABD Exhibits 2-4; Trapp Testimony).

Thereafter, on June 3, 2023, another UltraJ employee, Sam Singh, was cited for selling alcohol to a minor in violation of Iowa Code section 123.49(2)(h) while working for the establishment. The citation was paid on July 19, 2023 and Singh was therefore convicted of the offense. (Mahajan Testimony; ABD Exhibits 5-8).

¹ ABD is now a division of the Iowa Department of Revenue.

The Windsor Heights police department contacted ABD in September 2023 complaining of issues with UltraJ employees selling alcohol to minors. At that time, the police department forwarded copies of the citations issued to Flores Avilas and Singh. (ABD Exhibit 9; Trapp Testimony; UltraJ Exhibit A).

ABD then issued an order on September 27, 2023 assessing a \$500 civil penalty against UltraJ pursuant to Iowa Code section 123.50(3) for the first violation of an employee convicted of selling alcohol to a minor. ABD issued another order on October 31, 2023 suspending UltraJ's license for 30 days and assessing a \$1,500 penalty pursuant to Iowa Code section 123.50(3) for a second violation of an employee convicted of selling alcohol to a minor. (ABD Exhibits 1, 5; UltraJ Exhibits D).

UltraJ appealed both sanctions. On appeal, UltraJ argued ABD's delay in issuing sanction was unreasonable. More specifically, the licensee asserted ABD's failure to timely issue the sanction following the first incident left it without notice to take corrective action to avoid the more punitive sanction for the second offense. Utkarsh Mahajan, store manager, acknowledged he was notified of both citations at issue at the time his employees received them. However, Mahajan testified he was unaware said citations would affect UltraJ's license. According to Mahajan, had UltraJ been cited shortly after the first incident, he would have taken steps to ensure another incident would not occur. (Appeal Request; Brief; Mahajan Testimony).

CONCLUSIONS OF LAW

Iowa Code section 123.49(2)(h) provides a person holding a retail alcohol license under Iowa Code chapter 123, and the person's agents or employees, shall not

sell, give, or otherwise supply any alcoholic beverage to any person, knowing or failing to exercise reasonable care to ascertain whether the person is under legal age, or permit any person, knowing or failing to exercise reasonable care to ascertain whether the person is under the legal age, to consume any alcoholic beverage.

It is undisputed that two UltraJ employees were issued citations for, and subsequently convicted of, separate and distinct offenses in violation of Iowa Code section 123.49(2)(h). Miguel Flores Avilas was convicted of said offense on March 7, 2022. Sam Sing was convicted of said offense on July 19, 2023.

Iowa law further provides that if an employee of a licensee is convicted of Iowa Code 123.49(2)(h), the director of ABD or local authority shall assess a civil penalty of \$500 for a first violation.² A second violation within two years shall subject the licensee to a 30-day suspension and a civil penalty of \$1,500.³

² Iowa Code § 123.50(3)(a).

³ Iowa Code § 123.50(3)(b).

Pursuant to Iowa Code section 123.50(5), if, at the time of a violation of section 123.49(2), the employee at issue holds a valid certificate of completion of qualifying alcohol compliance training program, the licensee shall not be assessed a penalty for the incident and it shall not be counted when determining the number of violations for which a penalty may be assessed.⁴ UltraJ argued Mr. Flores Avilas was IPAC certified at the time he was cited for his offense, and thus it should not be penalized for it. However, there was conflicting testimony regarding the timing of his certification. Mr. Flores Avilas claimed he was certified on the date of the offense for which he was cited. An ABD employee who reviewed agency records on the matter asserted he was not. No documentation to support Mr. Flores Avilas' claims was submitted into evidence. The undersigned administrative law judge concludes the ABD employee who reviewed agency records was more credible, and therefore rejects Mr. Flores Avilas' claim that he was IPAC certified at the time of his citation.

Accordingly, each of the citations subject to sanction pursuant to Iowa Code section 123.50. Per the statute, ABD was required to issue the \$500 civil penalty following Mr. Flores Avilas' citation as a first violation and the \$1,500 civil penalty with a 30-day suspension following Mr. Singh's as a second violation. Neither ABD nor the undersigned administrative law judge may circumvent that legal requirement. There is no time requirement for ABD to issue said sanctions in relationship with the underlying offenses. The sanctions issued by ABD must be upheld.

ORDER

The sanctions imposed by ABD against licensee UltraJ LLC d/b/a Super Quick Mart are hereby **AFFIRMED**. The agency shall take any steps necessary to implement this decision.

APPEAL RIGHTS

Pursuant to the administrative rules of the division, any adversely affected party may appeal a proposed decision to the Administrator of the Alcoholic Beverages Division within thirty (30) days after issuance of the proposed decision. In addition, the Administrator may initiate review of a proposed decision on the Administrator's own motion at any time within thirty (30) days following the issuance of a proposed decision. 185 Iowa Administrative Code (IAC) 10.27(1) and (2).

Requests for review shall be sent to the Administrator of the Alcoholic Beverages Division, 1918 S.E. Hulsizer, Ankeny, IA 50021. Unless otherwise ordered, each appealing party may file exceptions and briefs within thirty (30) days of the notice of appeal or order for review. Within thirty (30) days thereafter, any party may file a responsive brief. The Administrator may shorten or extend the briefing period as appropriate. The Administrator may resolve the appeal on the briefs or provide an opportunity for oral argument. 185 Iowa Administrative Code 10.27(6). The administrator may affirm, reverse or modify the proposed decision.

A party who is adversely affected by the proposed decision shall not be deemed to have exhausted administrative remedies unless the adversely affected party files a request for review

⁴ Iowa Code § 123.50(5).

of the proposed decision within the time provided and the Administrator has reviewed the proposed decision and has affirmed, reversed, or modified the proposed decision.

cc: Utkarsh Mahajan (via mail); Alana Stamas (via AEDMS); ABD Staff (via AEDMS); John Lundquist (via AEDMS); Luke Craven (via AEDMS)

Case Title: IN RE THE MATTER OF UTRAJ LLC D/B/A SUPER QUICK
MART
Case Number: 24ABD0011
Type: Proposed Decision

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to be 'K. Dreckman', written over a horizontal line.

Kristine Dreckman, Administrative Law Judge



**STAFF REPORT
CITY COUNCIL**

August 5, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Discussion of Wellmark Set the Pace Challenge Grant

GENERAL INFORMATION

Windsor Heights was declared the winner of the Wellmark Set the Pace Challenge for having the highest percentage of its residents participate in the 2024 Grand Blue Mile presented by Wellmark Blue Cross and Blue Shield!

As the winner, Windsor Heights is being awarded \$10,000 to use on a project that promotes a safe, accessible, and inclusive environment to encourage physical activity and/or community health improvement. Past contributions from the Wellmark Set the Pace Challenge have helped support expanded bicycle accessibility, construction of trails, splash pad installation, swimming pool upgrades, community gardens, playground equipment, climbing walls, basketball courts, disc golf courses, and pocket parks, among other projects. Please note the award funding may be used in combination with other grants and private/public donations.

Current projects discussed to put the grant towards are either the new Bicycle station to be included as part of the Colby Park renovations which is anticipated to be funded through the Park project or to complete some trail path patching, which is not currently scheduled. Staff also welcomes other ideas from City Council.

ATTACHMENTS

1. GrandBlueMile_WellmarkSetThePaceChallenge_Award_FAQ

AWARD FAQ



Q1: Who is eligible to receive the award funding?

A1: The recipient of the award funding must be classified as a Section 501(c)(3) tax-exempt organization under the Internal Revenue Service Code or a governmental entity.

Q2: How can the Wellmark Set the Pace Challenge award funding be used?

A2: Award funding is typically invested in a project that promotes a safe, accessible, and inclusive environment to encourage physical activity and/or community health improvement. The award funding may be used in combination with other grants and private/public donations.

Q3: What types of health projects qualify?

A3: Examples of past projects include, but are not limited to: Bicycle parking, construction of trails, splash pad installation, swimming pool upgrades, community gardens, playground equipment, climbing walls, basketball courts, disc golf courses, and pocket parks, among others.

Q4: When does our community's project need to be identified?

A4: Ideally, your community's project should be finalized, in concept, by July 31. To guide your selection, Wellmark representatives are available to answer preliminary questions and to discuss potential projects you may be considering or already have in flight.

Q5: When does our community's project need to be completed?

A5: Typically, projects are completed within one calendar year of receiving the award funding. The deadline for completing significant, broadly resourced infrastructure projects will be extended as needed, up to an additional 12 months.

Q6: When will our community receive the award funding?

A6: Wellmark will distribute the award after a project has been identified, finalized (in concept) and mutually agreed upon and an invoice has been received.

Additional questions?

Kiley Trecker
Wellmark Corporate Communications
TreckerK@wellmark.com

Additional resources:

Wellmark Set the Pace Challenge [website](#)



STAFF REPORT
CITY COUNCIL
August 5, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Discussion of Temporary Sign Ordinances

GENERAL INFORMATION



The widespread availability and low cost of temporary signs have led to their proliferation in ROWS and elsewhere over the past five years. For example, staff removed 42 temporary signs from the ROW in July and advised ten commercial businesses of invalid temporary signs on commercial properties. Many of these signs were related to fireworks. Staff is seeking clarification on the intent behind the City's Ordinances regarding temporary signs. Currently two code sections address temporary signs:

[Chapter 153](#) Titled Temporary Signs stipulates no temporary signs shall be erected on commercial or business property without first obtaining a [permit](#) which is valid for 30 days with a 30-day renewal option. Temporary signs are defined as signs advertising any sale, opening or product.

Chapter 175 Titled Sign Regulations subsection 17.03 in the new zoning code exempts temporary signs less than 8 square feet from provisions in Chapter 175. Chapter 175 outlines permit procedures and process for temporary signs, similar to that of Section 153.

Chapter 153 is largely duplicative of information in Chapter 175 and could probably be eliminated. However, Administration would recommend Chapter 175 be revised to remove the permitting exemption for any temporary signs on commercial property and provide some additional clarification for temporary sign permitting on commercial properties if Council wishes to restrict the number of temporary signs that appear along commercial corridors.

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**

August 5, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of the 1st Reading of Ordinance No. 2024-06 - An Ordinance Amending Chapter 156, Revising Subsection 102.11.6 To Section 156.04, Of The Code Of Ordinances For The City Of Windsor Heights, With Regard To Enforcement Procedures For Rental Housing

GENERAL INFORMATION

Background: Ordinance 2024-01 Updated the process for issuance notices of violation and rent abatement for rental properties in Windsor Heights. Following this Ordinance approval, Staff met with SafeBuilding and updated the process below for communicating with rental property owners regarding rental certificates. Included below for reference:

Day 0: Rental Certificate expires or is found to be not existent. Zillow and other rental sites should be reviewed at least twice a month for properties listed for rent without a rental certificate.

Day 14 or before: FD emails out initial notice to schedule inspection. If no email is available, property owner should be called or notice mailed to owner of record's address.

Day 21-35: FD emails/calls with 2nd notice AND mails to Assessor's property owner of record's address a letter to schedule inspection. Methods of contact should be documented in spreadsheet for legal.

Day 42-60: FD mails out to Assessor's owner of record's address AND rental property address the customized Rental Housing Violation and copy of Ordinance. FD shall notify City Admin and Deputy City Clerk of delinquency so property can be reviewed for any nuisance violations.

Day:105-110 FD emails any expired rental information to City Admin to proceed with Rent Abatement. Legal will proceed from here but FD will need to notify City Admin and legal if FD becomes aware that the delinquent inspection status changes to current.

Proposed Action: Currently regular inspections of one- and two-family rental dwelling units are required every 18 months. Regular inspections of multi-family rental dwelling units are required every 12 months. This proposed action shifts all inspections to a 24-month cycle unless

shortened by the inspector due to violations. The 24-month cycle, with some inspector discretion, is more closely aligned to the inspection cycles of other communities in the metro and lessens the burden for landlords that are meeting Ordinance requirements.

ATTACHMENTS

1. 24.06 Rental Inspection Duration

ORDINANCE NO. 2024-06

AN ORDINANCE AMENDING CHAPTER 156, REVISING SUBSECTION 102.11.6 TO SECTION 156.04, OF THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, WITH REGARD TO ENFORCEMENT PROCEDURES FOR RENTAL HOUSING

WHEREAS, the City Council of the City of Windsor Heights previously adopted Chapter 156, the City's Property Maintenance and Rental Housing Code; and

WHEREAS, the City has adopted the International Property Maintenance Code, subject to the amendments, modifications, additions and deletions set forth in Section 156.04; and

WHEREAS, The City has previously through Ordinance 2024-01 updated rental enforcement measures and contracted with SafeBuilding to conduct enhanced inspections of rental properties

WHEREAS, the City wishes bring rental inspection timelines closer inline with other communities in the metro

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA:

SECTION 1. Purpose. The purpose of this ordinance is to amend Chapter 156, Section 156.04, by adding Subsection 102.11.23 to the City Code to add additional enforcement procedures for rental housing.

SECTION 2. Revised. Revised Subsection 102.11.6 (Regular Inspections) to Section 156.04, Chapter 156 (Property Maintenance and Rental Housing Code), as follows:

102.11.6 Regular inspections and rental certificate duration.

1. The City will contact the property owner to notify them of the necessary steps to renew their rental certificate. If, after reasonable attempts have been made and the property owner is not reachable or fails to respond to notices or other attempts to contact him or her, the City will contact the tenant to outline the steps necessary for rental certificate renewal. Should it become necessary to contact a tenant to facilitate renewal required under this section, the City shall be entitled to collect additional fees from the property owner to compensate the City for the additional cost associated with this alternative inspection method.
2. Upon the first inspection of a rental property, if no violations are documented by the building inspector a valid rental certificate shall be issued for a twenty-four-month period. If on the first inspection, violation(s) are documented, the building inspector shall have the discretion to limit the rental license duration to twelve months. The

duration of a limited rental certificate shall be dependent on the number of violations, property history and/or landlord history.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

SECTION 5. Effective Date. This ordinance shall be effective after the final passage, approval and publication as provided by law.

Passed and Approved this ____ day of ____ 2024.

1st Reading: August 5, 2024

2nd Reading:

3rd Reading:

Publish Date:

Mike Jones, Mayor

(SEAL)

ATTEST:

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**

August 5, 2024

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Consideration of the 3rd Reading of Ordinance No. 2024-05 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, By Adding Chapter 182, Vacant Property Registration; and to Adopt and Publish

GENERAL INFORMATION

ATTACHMENTS

1. 24.05 Vacant Property Registration Chpt 182

ORDINANCE NO. 2024-05

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY ADDING CHAPTER 182, VACANT PROPERTY REGISTRATION

WHEREAS, the City of Windsor Heights seeks to protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents and to preserve and improve the peace, safety, health, welfare, and comfort; and

WHEREAS, the City Council deems it necessary to adopt this ordinance to protect property values, the local economy and the quality of life for its residents; and

WHEREAS, the City Council of the City of Windsor Heights do hereby find and declare that the vacant property ordinance is necessary and will promote the health, safety, general welfare and aesthetics of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA:

SECTION 1. Purpose. The purpose of this ordinance is to add Chapter 182 of the Windsor Heights Code of Ordinances to preserve and improve the peace, safety, health, welfare, and comfort of the community.

SECTION 2. Amended. Chapter 182 of the Windsor Heights Code of Ordinances, Vacant Property Registration, is created and amended with the attached Exhibit A.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

SECTION 5. Effective Date. This ordinance shall be effective after the final passage, approval and publication as provided by law.

Passed and Approved this 5th day of August 2024.

1st Reading: June 17, 2024

2nd Reading: July 1, 2024

3rd Reading: August 5, 2024

Publish Date:

ATTEST:

Susan Skeries, Mayor Pro-Tem

(SEAL)

Adam Strait, City Clerk

EXHIBIT A

Chapter 182 VACANT PROPERTY REGISTRATION ORDINANCE

Sec. 182.1 Purpose.

It is the intent of the City of Windsor Heights, through the adoption of this chapter, to establish a mechanism to protect residential and commercial neighborhoods from becoming blighted through the lack of maintenance and security due to vacant properties; to establish a vacant property registration program; to ensure properties are free of exterior code violations; to prevent potential fire hazards prior to occupation and to set forth guidelines for the maintenance of vacant properties.

Sec. 182.3. General.

The Administrator shall maintain a data base of all vacant properties in the city, cause inspections to be made to determine the condition of dwellings, commercial structures, mobile homes, similar dwellings, accessory structures, and premises located within the corporate limits, and may issue notices as provided in this chapter.

Sec. 182.4. Interference prohibited.

Interference with, or obstruction of, the city's lawful removal of a violation by the city is prohibited.

Sec. 182.5 Definitions.

Unless otherwise expressly stated, or the context clearly indicates a different intention, the following terms have the following meanings and shall be so construed wherever they appear in this chapter:

Administrator means the City Administrator's designated program administrator. The City Administrator's designee shall be the authorized representative for the enforcement of this chapter and for the administration of the division.

Accessible premise means a property that is physically accessible through a compromised or breached gate, fence, wall, or other barriers, intended to provide physical security to the property, or by the absence of such barrier.

Accessible structure means a structure or building that is unsecured, compromised or breached in such a way as to allow access to the interior space by unauthorized persons.

Accessory building means a structure on the same lot, separate from, and of a nature customarily incidental and subordinate to the principal residential structure that may be used for, but is not limited to, the storage of equipment, materials, vehicles, and other miscellaneous items of the occupants of the primary dwelling unit(s). Trailers, semi-trailers, tents, motor vehicles, and component parts thereof shall not be considered accessory buildings. A structure which might otherwise be considered an accessory building, but which is connected to the principal residential structure by a breezeway or other extension of the principal residential structure containing a functional roof and floor shall, for the purposes of this chapter lose its status as an accessory building, become part of the principal residential structure, and shall be subject to all restrictions applicable to a principal residential structure.

Authorized management agent means a property manager, property management or maintenance company, or similar person or entity responsible for the maintenance of real property as agent of an owner, mortgagee, or other responsible party, or any person appointed by the owner(s) or mortgage holder who has charge, care, or control of a structure or premises. Such person shall be authorized to accept service of communications from the City of Windsor Heights.

Easement means that portion of land or property reserved for present or future use by a person or agency other than the owner(s) of the real estate. The easement shall be permitted to be for use under, on, or above said land or property.

Evidence of vacancy means any condition or circumstance that on its own, or combined with other conditions or circumstances present, would lead a reasonable person to believe that a property is vacant. Such conditions may include, but not are limited to, disconnection of utility services, broken windows and or doors, overgrown or dead vegetation, including lawns, shrubbery and other plantings; accumulation of abandoned personal property, trash or waste; visible lack of maintenance of any building or structure on the property; graffiti on or other defacement of buildings or structures on the property; and any other condition or circumstance reasonably indicating that the premise is not occupied.

Exterior property means the open space on the premises and on adjoining property under the control of the owner(s) or authorized management agent of such premises.

Extermination means the control and elimination of insects, rats, or other pests by elimination of harborage places; by removing or making inaccessible materials that serve as food; by poison spraying, fumigation, trapping or by any other approved pest elimination method.

Foreclosure means the process, either judicial or extra-judicial, invoked by the owner or holder of a mortgage, by which a property placed as security for a real estate loan in which the mortgage holder is notified of a default, the filing of a foreclosure, sold at public or private sale to satisfy the debt of the borrower in the event of a default by the borrower under the terms of the promissory note or mortgage.

Garbage means animal or vegetable waste resulting from the handling, preparation, cooking, and/or consumption of food.

Good condition means no obvious maintenance required with all major components and materials still functional and contributing toward the extended life expectancy of the structure(s) and premise(s).

Good repair means fit for human habitation in accordance with all health codes, everything operates as it should, the property is clean and well maintained inside and out, and there is no wasting or neglect of the property, and it is maintained in good condition.

Imminent danger means a condition which could cause serious or life-threatening injury or death at any time.

Infestation means the presence of insects, rats, vermin, or other pests within or contiguous to a structure or premises of insects, rodent's vermin or other pests.

Improvements shall include, but not be limited to, parking lots, grass, ground covers bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf whether shown on an approved site plan or not.

Inoperable and/or unsafe vehicle or boat is any motor vehicle, recreational vehicle, trailer, semitrailer, or boat that meets one or more of the following criteria:

- (1) Lacks a current registration or any component part, engine or parts that render it incapable of use and/or unsafe for its intended use;
- (2) With a missing, broken, or shattered windshield or any exposed broken glass edges;
- (3) With a missing fender, door, hood, steering wheel, trunk top, or trunk handle;
- (4) That has become a habitat of rats, mice, snakes, or other vermin or insects;
- (5) That is left unattended on jacks, blocks, or elevated in any other way which constitutes a threat to the public health, safety or welfare;
- (6) That because of its condition or method of storage constitutes a threat to public health and safety.

Junk means all old or scrap copper, brass, lead, or any other non-ferrous metal; old rope, rags, batteries, paper, trash, rubber debris, waste, used lumber or salvaged wood; dismantled or inoperable vehicles, unsafe vehicles, machinery and appliances or parts of such vehicles, machinery or appliances; iron, steel, or other old or scrap ferrous material; old discarded glass, tin ware, plastic, or old discarded household goods or hardware; cut brush, including dead or decaying plant material, except a contained compost pile or orderly stacked firewood if cut in lengths less than or equal to four feet and stored at least 18 inches above the ground surface.

Mortgagee means the person or entity that is the owner or holder of a mortgage, deed of trust or similar instrument encumbering real property as security for a promissory note or other debt.

Mobile home means any vehicle without motive power and so designed, constructed, or reconstructed as a dwelling unit to permit the vehicle to be used as a place for human habitation by one or more persons. It may also include any such vehicle with motive power not

registered as a motor vehicle in this state. A mobile home is factory-built housing built on a chassis. A mobile home may not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations pertaining thereto, whether or not wheels, axles, hitches, or other appurtenances of mobility are removed and regardless of the nature of the foundation provided.

Neglect means the lack of proper maintenance for a building, structure, or premise.

Owner, for the purposes of [this] chapter means any person, agent, firm or corporation having legal or equitable interest in the dwelling unit(s); or a recorded interest in the official records of the state or county as holding title to the real estate; or otherwise having control of the real estate or dwelling unit(s), including but not limited to the guardian of the estate of any such person, the executor or administrator of the estate of such person who is ordered to take possession or control of the real estate by the court.

Person means an individual, a corporation, a partnership, or any other group acting as a unit.

Pest elimination means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible material that serve as the food or water; or by other approved pest elimination methods.

Premises means a lot, plot, or parcel of land, easement, or public way, including any structure or mobile home thereon.

Secure means the closing and locking of windows, doors, gates, and other openings of such size that may allow access to enclosed areas of the property or to buildings and structures on the property. Walls and fences surrounding the property, or any portion of the property shall be maintained in good repair. Broken windows shall be secured by replacing or repairing and reglazing. Boarding of broken windows shall be used only as a temporary corrective measure secured in accordance with the International Property Maintenance Code.

Structure means that which is built or constructed or a portion thereof.

Vacant property means any property, including any building or structure thereon, that is not legally occupied.

Workmanlike manner means repairs, maintenance work, alterations or installations that are a request, directly or indirectly, pursuant to the enforcement of this chapter which shall be executed and installed in accordance with the manufacturer's instructions and executed in a skilled manner, generally plumb, level, square, in line, undamaged, without marring adjacent work, using compatible materials approved for the use, like in nature and look to remaining material if there is a partial replacement or repair to maintain the structure and premise in good condition.

Sec. 182.6 Applicability.

- (a) This chapter shall apply to vacant properties with residential, accessory, or commercial occupancies or improvements located thereon.
- (b) This chapter shall also apply to properties that are the subject of a foreclosure action as set out in this chapter.
- (c) This chapter shall be considered cumulative and not superseding of, or subject to, any other law or provision relating to the same subject but shall rather be an additional remedy available to the city above and beyond any other state, county or local law or regulation.

Sec. 182.7 Exemptions.

Property shall be exempt from the registration requirement of this chapter if either of the following conditions exist.

- (a) The property is not the subject of foreclosure and is listed in the applicable multiple listing service(s) or other substantial competent evidence of actively marketing and the property has remained vacant less than 180 days and the outward appearance is being maintained; or
- (b) The property is under construction and the contractor has applied for and is covered by a valid building permit(s).

At such time either of the qualifications for exemption ceases to exist, the property shall be subject to the registration requirements of this chapter.

Sec. 182.8 Properties in foreclosure.

- (a) Any mortgagee who holds a mortgage on real property located within the city shall perform an inspection of the property that is the security for the mortgage, upon default by the mortgagor, prior to the issuance of a notice of default.
 - (1) If a property is found to be vacant or shows evidence of vacancy, as defined in this chapter, any mortgagee who holds a mortgage on the real property shall comply with the registration requirements of this chapter, within ten days of the inspection.
- (b) Any mortgagee who files a foreclosure or Notice of Lis Pendens shall comply with the registration requirements of this chapter, within ten days of the filing.
- (c) Any mortgagee who holds a mortgage on real property which is in default and is the subject of an outstanding notice of default, Notice of Lis Pendens, or foreclosure action as of the date of the adoption of this code, shall perform an inspection of the property by

August 1, 2024. If the property is found to be vacant or shows evidence of vacancy, the mortgagee shall register the property in accordance with this chapter, within ten days of the inspection.

Sec. 182.9 Registration of vacant structure.

Any owner of property located within the city who has a vacant structure(s), or within ten days of vacating a structure(s), shall register the property as required by this chapter.

Sec. 182.10 Required owner and authorized management agent information.

- (a) Owner(s) of property subject to vacant property registration in the city who reside in Polk County or any county contiguous thereto shall provide the City Administrator's designee a physical address, email address, tax identification number and telephone numbers.
- (b) Owner(s) of property subject to vacant property registration located in the city who reside outside Polk County or any contiguous county shall provide the administrator with their a physical address, email address, tax identification number and telephone numbers and the name physical addresses, email address, tax identification number, and telephone number of an individual over the age of 18 who shall reside in Polk County or any county contiguous thereto and who shall be designated as the "authorized management agent" responsible for maintenance of the property and for receiving notice and service of process.
- (c) The name of insurance carrier, agent, and contact information.
- (d) The owner(s) of the property shall be required to update the registration information anytime a change in information is made, including but not limited to mailing address, physical address, email information, change in authorized management agent or sale of the property.

Sec. 182.12. Parties responsible for compliance.

- (a) The property owner and/or authorized management agent, as defined in this chapter, shall comply with all provisions of this chapter, including but not limited to, maintenance of real property for which they are responsible in accordance with the provisions of this chapter, and in accordance with all other applicable provisions of the city code.
- (b) In all instances, the responsibility of a mortgagee to comply with this chapter shall be and remain in effect from the date that the mortgagee gives the owner notice of a default under the terms of the mortgage, or files a Notice of Lis Pendens, whichever first occurs,

until such time as the subject property is sold or transferred to a new owner or the original owner is put back in possession of the property.

Sec. 182.13. Registration of vacant structure.

For so long as the property remains vacant, or subject to a Notice of Lis Pendens or a foreclosure action, a registration fee shall be due from the owner or authorized management agent, as applicable under the circumstances, each year not later than the fifteenth day of the month following the month in which the original registration was made. The annual registration fee shall be set out in the schedule of fees adopted by the city council for each year it remains registered.

Sec. 182.14. Inspection obligations of owner, mortgagee and/or authorized management agent.

- (a) A property owner or authorized management agent accepting appointment as the agent of the owner, or the mortgagee shall inspect the property not less than monthly to ensure that the property is in compliance with this chapter.
- (b) If inspection reveals noncompliance,
 - (1) The owner or authorized management agent shall immediately give written notice of the noncompliance to the party responsible for repairs, if not themselves, and
 - (2) Provide the information in writing to the Administrator , and
 - (3) The owner, authorized management agent, or mortgagee, shall have ten business days to begin the action necessary to bring the property into compliance, and not more than 30 days to complete such action.
- (c) The Administrator shall cause the property to be inspected to determine if the violation has been abated and the inspection fees shall be billed to the owner in the amount set out in the schedule of fees adopted by the city council.

Sec. 182.15 Maintenance requirements.

All exterior features must be maintained in good repair and in sound condition. Additionally, structures must be resistant to water, rodents, and deterioration from weather. Repairs must be made with materials that match the existing structure.

- (1) Structure must include an exterior roof in good repair, including any shingles, sheathing, rafters, soffits, and fascia.
- (2) Structure must have a fascia, soffit (in the area around the roof eaves) and soffit screens.

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- (3) Gable vents/vent opening must be properly screened to prevent access by animals and other pests.
 - (4) Exterior walls must be capable of supporting a normal load.
 - (5) Exterior walls and other surfaces of any structure must be maintained to resist water and deterioration from weather by application of paint or other protective materials.
 - (6) Outermost layer of paint shall not peel or deteriorate to expose under lying layers of paint to the weather.
 - (7) Window glass must be maintained in a weathertight and watertight condition.
 - (8) Window screens must be in good repair capable of providing ventilation.
 - (9) Exterior doors must be weathertight, watertight, in addition to being secure in a position by a locking device in proper working order.
 - (10) Porch of any structure must be safe to use, capable of supporting a normal load, be weathertight, watertight, rodent-proof, insect-proof.
 - (11) Crawl space opening(s) of a foundation wall must be secured against animals and rodents with screen repairs completed in a workmanlike manner according to standards acceptable in the construction industry.
 - (12) Exterior stairs must be capable of supporting the normal load.
 - (13) Handrails must be constructed and maintained to conform to the city building code.
 - (14) Railings are required for any unenclosed portion of a structure more than three feet above ground level or for any steps containing four or more risers.
 - (15) All railings must be capable of supporting normal load.
 - (16) Accessory structure including garages, storage buildings buffer walls, fences, etc. must be maintained in good repair and sound structural condition.
 - (17) Windows, doors, and other openings must be in good condition and locked.
 - (18) Required landscaping must be maintained to be in compliance with any approved site plan.
 - (19) The property shall be mowed, kept clear of weeds, volunteer trees and kept clear of snow as required by this code.
 - (20) Parking areas, driveways and sidewalks shall be kept in good condition as required in this code.
 - (21) The premise shall be kept clear of junk, debris, garbage, graffiti, inoperable and unlicensed vehicles.
 - (22) The premise shall be kept free of all infestations.

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- (23) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the city code.
 - (24) All fire suppression systems must be functioning as intended.
 - (25) Other features of the site not specifically listed in this section that when in poor state of repair constitute a threat to the public safety or preclude the reasonable enjoyment of adjacent properties.
 - (26) Fallen branches must be removed from the property within 72 hours and dead or diseased trees removed within two weeks of any City notice being provided.

Sec. 182.16. Security requirements.

- (a) The owner or authorized management agent shall secure properties subject to this chapter, so they are not accessible to unauthorized persons.
- (b) Should the city find the structure open and unsecured the property will be immediately boarded as an emergency with no prior notice.
- (c) Broken and/or boarded windows shall be secured with glass by replacement or repair and reglazing.
- (d) Boarded up, broken doors or other entry points shall be repaired in a workmanlike manner.

Sec. 182.17 Additional authority as to maintenance and security.

The Administrator or their designee shall have authority to require the owner, mortgagee, and property authorized management agent to implement additional maintenance and security measures as may be reasonably required to prevent further decline of the property.

Sec. 182.18 Notices.

- (a) Notice to abate a violation shall be given prior to city action to abate a violation, except that in the event of an emergency, such notice as is practical under the circumstances, if any is practical, shall be given; provided, however, that nothing herein shall require notice in an emergency if impractical. If notice to abate a nuisance is given pursuant to this chapter, said notice shall contain the following information:
 - (1) A description, to the extent possible, of the conditions that constitute the violation;
 - (2) A description of the location of the violation;
 - (3) A statement that the person liable for the presence of the violation must correct the violation within the reasonable time set forth in the notice and in accordance with this chapter; and

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- (4) A statement that upon failure to comply with this chapter within the time set forth in the notice, the person so notified of the violation shall be deemed liable for the nuisance, and that the city may enter onto the real property and cause the conditions which constitute the nuisance to be abated and assess the costs of abatement against the real property for collection in the same manner as a property tax, following administrative hearing process if a hearing is requested or court action as applicable.
 - (5) If the department elects to follow the administrative hearing procedure set forth in this code, the notice shall also contain a statement that the person notified, or the person's duly authorized agent as identified in a notarized statement provided by the person notified, may file a written request for an administrative hearing as set forth in section 182.20 of this chapter.
 - (6) Notice of costs of abatement shall be given prior to city assessment of such costs. If notice of costs of abatement is given following administrative hearing procedure or emergency action pursuant to this chapter, said notice shall contain the following information:
 - (7) A statement that upon failure to make full payment as directed in the notice within the time set forth in the notice, the city may assess the costs of abatement against the real property for collection in the same manner as a property tax, following administrative hearing if requested.
 - (8) A statement that the person notified, or the person's duly authorized agent as identified in a notarized statement provided by the person notified, may file a written request for an administrative hearing on costs of abatement only, as set forth in section 182.20 of this chapter.

Sec. 182.19. Service of notice.

Notices given pursuant to this chapter shall be served by certified mail and regular mail, postage prepaid, to all persons deemed responsible for the violation, and to all other parties required by law or by departmental policy or procedure to receive such notices, at their last known mailing addresses as shown by the records of the county auditor, and if deemed appropriate by the department director or his/her designee, at their last known mailing addresses as shown by any other available public record. In addition to and concurrently with mailing, notice may be delivered by a peace officer, process server, or any other method deemed appropriate. Failed attempts to locate the person responsible for the violation shall be documented by the department.

Sec. 182.20 Administrative hearings.

- (a) Recipients of notices pursuant to this chapter for which the department elects to follow the administrative hearing procedure, as stated in the notice, may request an administrative hearing as follows:

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- (1) Requests shall be made in writing, and either hand-delivered to the city clerk no later than seven calendar days from the date of the notice or sent to the city clerk via regular mail postmarked by official U.S. postal service cancellation and not by postage meter no later than seven calendar days from the date of the notice.
 - (2) Each request for hearing shall contain the name, address, electronic mail (e-mail) address, and daytime telephone number of any person requesting a hearing and of any attorney and/or agent duly authorized by the person who has received the notice to represent him/her at the hearing.
 - (3) Each request for hearing shall set out the requester's basis for the appeal.
 - (4) Failure to request a hearing within seven calendar days from the date of the notice shall be deemed a waiver of the right to contest the validity of the determination of nuisance and/or determination of costs stated in the notice, as applicable. The information set forth in the notice will be deemed to be valid and abatement and/or assessment of abatement costs will proceed as indicated in the notice.
- (b) All administrative hearings requested in compliance with this section shall proceed as follows:
- (1) Shall be scheduled by the City Clerk to occur as soon as practical following the date of the notice.
 - (2) Shall be held before the City Administrator and be conducted informally. The department and the person in receipt of the notice may be represented by counsel or duly authorized agent, and examine witnesses, and present evidence.
 - (3) The person requesting the hearing shall be notified in writing by regular mail or by electronic mail (e-mail), or by phone of the date and time for the hearing at least three business days in advance thereof.
 - (4) For hearings following notice to abate a nuisance, the City Administrator shall either find that a nuisance exists, or void or reverse the notice. If the hearing officer finds that a nuisance exists and evidence of plans for abatement are presented at the hearing by the recipient of the notice, the hearing officer may grant additional reasonable time for the abatement of the nuisance by the recipient of the notice prior to city abatement of the nuisance.
 - (5) For hearings following notice of costs of abatement, the City Administrator shall either uphold the amount billed, reduce the amount billed, or waive the costs, and shall not determine any other issue relating to the nuisance abatement including but not limited to any issue that may have been raised at a hearing following notice to abate a nuisance. Any costs not waived by the City Administrator may be assessed against the real property for collection in the same manner as a property tax.
 - (6) If an owner(s) or their representative fails to appear at the hearing, they shall be considered in default and the requested relief shall not be granted.

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- (c) The determination of the City Administrator shall be in writing, including findings of fact, and is the final administrative decision of the city.
 - (1) Any party aggrieved by the determination of the hearing officer pursuant to this chapter may challenge whether the officer exceeded proper jurisdiction or otherwise acted illegally by commencing a certiorari action in the district court for Polk County, Iowa. The petition to initiate a certiorari action must be filed within 30 days after the entry of the final determination unless an extension of time is allowed by the reviewing court pursuant to Division XIV of the Iowa Rules of Civil Procedure. The City Administrator is hereby authorized to initiate a certiorari on behalf of the city when the City Administrator, in consultation with the city attorney, deems it necessary and appropriate.
 - (2) The filing of an action in the district court challenging the determination of the City Administrator does not automatically stop the city from taking action pursuant to such determination. Unless the city has been served with an order from the district court directing otherwise, the city may proceed with enforcement of a determination.
 - (d) Request for an administrative hearing does not stay an action by the city for alternative relief as allowed by law.

Sec. 182.21. Nuisances enforced by civil action.

Notices pursuant to this chapter for which the department elects to proceed by civil action shall be served in the manner set forth in section 182.19 of this chapter and shall contain all information set forth in section 182.18 of this chapter as well as a statement that the city may file a civil action and seek a court order relating to the existence, abatement, and recovery of abatement costs of the nuisance.

Sec. 182.22. Emergency actions.

If the department determines that a nuisance exists which constitutes an emergency requiring immediate abatement, the city may perform any emergency action necessary to abate the nuisance without prior notice or abatement hearing.

Sec. 182.23 Renovation agreement.

- (a) Any maintenance items which cannot be completed within the noticed timeframe because of weather constraints or extraordinary circumstances not of the owner(s) or authorized management agents making they may request an extension of time.
- (b) An owner(s) or authorized management agent may make a request accompanied by the fee set forth in the schedule of fees adopted by the city council by resolution, for an extension that is specific to the structure or premise and must show that:
 - (i) Strict compliance with this chapter is impractical; and

-
- (ii) The extension does not violate the intent and purpose of the Municipal Code;
and
 - (iii) At the administrator's discretion, proof of financial ability to complete the repair(s) may be requested and must be provided by the owner(s) or authorized management agent prior to approval.
- (c) Extensions of time will be entered into by the owner(s) or authorized management agent and the administrator through an executed renovation agreement.
 - (d) Upon execution of a renovation agreement, a temporary rental license will be issued which will expire upon the date set for completion of the repairs as set out in the agreement.
 - (e) An owner(s) or authorized management agent may appeal a denial of an extension pursuant to section 182.20 of this chapter.

Sec 182.24 Civil actions; alternative relief.

- (a) Any person who fails to perform an act required by this chapter or who commits an act prohibited by this chapter shall be guilty of a municipal infraction punishable by a civil penalty as provided by Chapter 4 of the Municipal Code.
- (b) Proceeding with an administrative hearing, civil action, or emergency action as authorized in this chapter does not preclude the city from seeking alternative relief from a court in the same action or as a separate action, including but not limited to an order for abatement, injunctive relief, or authorization to make repairs.
- (c) In addition to other remedies set forth in this chapter, when it is determined by the administrator that a nuisance exists and/or that a person is a habitual violator, the city may file a civil action in the district court seeking an order enjoining the person from further violation of this chapter on real property owned or controlled by such person or real property where such person acts as an agent, tenant, or lessee of any residential dwelling, commercial establishment and/or real property within the city. The city may further request that upon entry of the injunction the court allow the city to abate further violations without notice and/or seek an order of contempt.

Sec. 182.25. Right of entry.

The administrator is authorized to enter at reasonable times onto and into open unobstructed property and structures to inspect, and a property owner or occupant is required to allow such inspection. If entry onto real estate for the purposes described in this chapter is refused, the administrator may pursue a municipal infraction and/or obtain an administrative search warrant as provided by law to gain entry onto the real estate for the purpose of inspection or otherwise as provided by law.



**MAYORAL REPORT
CITY COUNCIL
August 5th, 2024**

TO: CITY COUNCIL

FROM: Mike Jones, Mayor

SUBJECT: Consideration of City Administrator Evaluation Process

GENERAL INFORMATION

The current City Administrator contract provides in part that:

- a) First year performance evaluation – At six (6) months following the City Administrator’s start date, the City Council shall meet with him to conduct a performance evaluation;
- b) The City Council will annually review the performance of the City Administrator subject to a process, form, criteria and format for evaluation which will be mutually agreed upon by the City Council and the City Administrator;
- c) At a minimum, the process will include: (1) a written evaluation; (2) meet and discuss the evaluation and (3) present a written summary of the evaluation results—the final written evaluation should be completed and delivered to the City Administrator, within forty-five (45) days of the evaluation meeting; and
- d) Upon a satisfactory annual evaluations, the City Administrator will be eligible for compensation adjustments.

With the City Administrator’s official hire date being August 14th, 2023, the evaluation process should be “near” that date. As in years past, the process could include the following steps:

- Evaluation instrument approved by Council.
- Year-End Report of Accomplishments and Self-Evaluation Completed by the City Administrator.
- Evaluation forms completed by Council and turned into appointed Councilor or Mayor.
- Evaluation results are averaged and reviewed with the Administrator in closed session.
- Council meets in regular session to accept the results of the evaluation and approve any changes in compensation/benefits commensurate with the performance evaluation outcome.

In 2022, Council approved the attached Evaluation Instrument and the City Administrator completed a year-end report and self-evaluation. The Council appointed a Councilor as a single point of contact to receive and compile the completed evaluation forms, which were consolidated, provided to Council and aided in developing performance goals. Individual meetings were held between the Mayor/Councilors and City Administrator and finally, Council and the City Administrator met in closed session to discuss the evaluation results and decide on compensation/benefit changes. If Council desires, they may adopt the same process and use the following timeline:

August 19, 2024 – Year-end report and self-evaluation due to Council from Administrator. Evaluation forms distributed to Council.

September 2, 2024 – Completed evaluation forms due to appointed Councilor/Mayor.

September 16, 2024 – Evaluation results shared with City Administrator and Council as a whole. Develop performance goals for next year.

September 18, 2024 – October 4, 2024 – Individual meetings between Mayor/Councilors and City Administrator (if desired).

October 7, 2024 – Council and Administrator to meet in closed session to discuss performance evaluation results, decide on compensation/benefit changes (if any), convene in open session to formally accept results.

SUMMARY

Council should decide upon the process used to evaluate the City Administrator and assuming the 2022 process is acceptable, appoint a central point of contact for the collection of evaluation forms and adopt the evaluation timeline.

ATTACHMENTS

1. City Administrator Performance Instrument



City of Windsor Heights, Iowa

Performance Evaluation Form

Employee Name: _____ Evaluator's Name: _____
 Title: _____ Title: _____
 Hire Date: _____ Evaluation Date: _____
 Prior Evaluation Date: _____

Rating Standards

Not Applicable (NA). The employee is not required to perform in a specific rating factor, and it cannot be measured.

Improvement Needed (IN). Work performance does not consistently meet the standards of performance for the position. Close supervision, guidance, and direction is often needed. Considerable effort is needed to improve performance.

Meets Expectations (ME). Work performance consistently meets the standards of performance for the position. Achievement is at a level normally expected for an individual in the job.

Exceeds Expectations (EE). Work performance is consistently above the standard of performance for the position. Individuals with solid experience and well-developed skills usually achieve this level.

Criteria

Note: (LY) represents the score the Administrator received in the respective category last year.

I. **Quality of Work** *(Manner in which the employee completes job assignments)*

LY	NA	IN	ME	EE	Criteria
					Accuracy and Precision
					Thoroughness and Neatness
					Reliability and Punctuality
					Timely Response to Requests for Service from Citizens
					Timely Follow Through / Follow Up to Mayor and Council
					Judgment / Decision Making

II. **Interpersonal Skills** *(Effectiveness of the employee's interactions with others and as a team participant)*

LY	NA	IN	ME	EE	Criteria
					Works to maintain relationships with elected officials, citizens and employees
					Prioritizes communication with the community to adequately share information and maintain transparency

					Represents the City at community events and activities
					Encourages/Respects Diverse Opinions, Options and Creative Ideas
					Develops Positive Working Relationships

III. Relations With Members of the Elected Body

LY	NA	IN	ME	EE	Criteria
					Carries out directives of the body as a whole as opposed to those of any one member or minority group
					Sets meeting agendas that reflect the guidance of the elected body and avoids unnecessary involvement in administrative actions
					Disseminates complete and accurate information equally to all members in a timely manner
					Assists by facilitating decision making without usurping authority
					Responds well to requests, advice and constructive criticism

IV. Communication Skills *(With Council, residents and staff)*

LY	NA	IN	ME	EE	Criteria
					Writing (Clear, Concise and Grammatically Correct)
					Oral (Clear, Concise and Grammatically Correct)
					Active Listener (Consistent Eye Contact, Inquisitive, Thankful and Reinforces Need for Input)
					Shares Information Willingly
					Use of Tact
					Timely Updates to Council, Staff and Residents
					Enthusiasm for the Job/City

V. Approach to Work

LY	NA	IN	ME	EE	Criteria
					Demonstrates Initiative/Self-Starter
					Organized and Detailed
					Seeks Methods to Increase Efficiency/Effectiveness of the Organization
					Proactive, Anticipating Obstacles, Prepares for "What-Ifs"
					Professionalism

VI. Organizational Management

LY	NA	IN	ME	EE	Criteria
					Recruits and retains competent personnel for staff positions
					Applies an appropriate level of supervision to improve areas of need
					Stays informed and appropriately concerned about employee relations
					Manages the compensation and benefits plan professionally
					Presents initiatives for improving the quality and efficiency of services
					Investigates the use of technology for improving services and reducing costs
					Ensures diligent management of City projects
					Implements cross-training opportunities when possible

VII. Fiscal Management

LY	NA	IN	ME	EE	Criteria
					Prepares a balanced budget to provide services at a level directed by Council
					Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
					Prepares a budget and budgetary recommendations in an intelligent and accessible format
					Ensures that actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
					Monitors and manages fiscal activities of the organization appropriately

VIII. Leadership

LY	NA	IN	ME	EE	Criteria
					Encourages organizational improvement
					Addresses problems with professionalism and quality decision-making
					Anticipates Problems and Responds Appropriately
					Keeps Abreast of Current Trends, Innovation, Cost Lowering Strategies
					Meets with and listens to members of the community to discuss their concerns, and strives to understand their interests
					Sets High Performance Standards for Self and Staff
					Works to implement the vision of the Council and adopted annual goals & objectives

IX. Community

LY	NA	IN	ME	EE	Criteria
					Shares responsibility for addressing the difficult issues facing the community
					Avoids unnecessary controversy
					Actively participates with community partners to pursue shared goals
					Helps the Council address future needs and develop plans to address long-term trends
					Cooperates with other government agencies

Summary

LY	NA	IN	ME	EE	Criteria
					I. Quality of Work
					II. Interpersonal Skills
					III. Relations With Members of the Elected Body
					IV. Communication Skills
					V. Approach to Work
					VI. Management Skills
					VII. Fiscal Management
					VIII. Leadership
					IX. Community
					Overall

Comments:

Proposed Goals for FY22:



STAFF REPORT
CITY COUNCIL
August 5, 2024

TO: CITY COUNCIL

FROM:

SUBJECT: Mayor, Council Reports and Committee Updates, and Administration Reports

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**

August 5, 2024

TO: CITY COUNCIL
FROM: Mike Jones, Mayor

SUBJECT: Mayor's Report

GENERAL INFORMATION

ATTACHMENTS

1. UpLift_AnnualReport24-public
2. Mayor's Report 7-26-2024

Annual Report



JUNE 2024



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Ashley Ezzio, MPH, Senior Project Coordinator and Michael Berger, MPH, Project Coordinator, The Harkin Institute for Public Policy & Citizen Engagement

UpLift – The Central Iowa Basic Income Pilot is made possible thanks to generous support



Thank you!

Dear UpLift Community,

The UpLift Project Coordination Team extends our sincerest appreciation to the people, organizations, and groups that courageously help make UpLift - The Central Iowa Basic Income Pilot a successful community research study. Without the support and engagement from the community the pilot would not hold the same weight and value as it does today. Just over a year ago on May 15th, 2023, 110 participants received their first monthly payment and since then the pilot and the participating individuals have grown in ways we could not have anticipated.

This summary report is a reflection of all the impactful conversations, events, and activities that have taken place during the first year of UpLift. From recruitment efforts, Community Conversation events, publications, collaborations, community engagement, and what we have learned from other basic income demonstrations, UpLift is proud of what we as a community have accomplished. Although last year had its own challenges, we are extremely humbled by how our community has shown up time and time again for the pilot and for one another. We look forward to using the momentum and success from the first year of UpLift to bring new and exciting ideas into the second year of implementation.

Thank you again for everything you do for UpLift and our community, we look forward to the possibilities of year two and continuing to work towards a thriving Central Iowa!

With appreciation,
Ashley and Michael

UpLift's Kick-Off Event



On February 15, 2023, UpLift–The Central Iowa Basic Income Pilot celebrated the official launch of Central Iowa's community research study. The event included a short program featuring UpLift's funders, project coordination, and research teams followed by community networking. Attendees interacted with the pilot's recruitment materials and viewed the project's newly created website.



Anne Bacon, CEO of IMPACT Community Action Partnership



Dr. Alison Thompson MSS PhD (left), Executive Director at University of Pennsylvania's Center for Guaranteed Income Research and Dr. Elizabeth DeYoung PhD, Research Scientist at University of Pennsylvania's Center for Guaranteed Income Research



Dr. Nalo Johnson PhD, President and CEO at Mid-Iowa Health Foundation

Recruitment Efforts

Following the UpLift Kick-Off Event, recruitment efforts across Central Iowa began. The Project Coordination Team worked with over fifty community-based organizations to encourage eligible Iowans to apply to the research study. Various outreach strategies were utilized such as word of mouth, having partners display materials in their buildings, robust sharing through partners' social media platforms, as well as hosting informational sessions throughout the tri-county area.

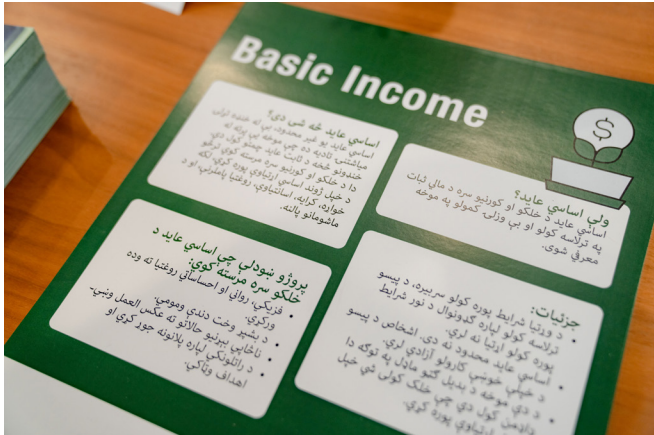
For an individual to be eligible to participate in the pilot they needed to be: 18 years or older, live in Polk, Dallas, or Warren County, live with a dependent up to the age of 25 years old, and have an annual household income at or below 60% the Area Median Income (\$59,100 for a household of 4 in Polk County).

UpLift participants were primarily recruited through outreach efforts conducted by community-based organizations across Polk, Dallas, and Warren counties. The support from these community experts was essential for conducting outreach to targeted communities. By leveraging these organization's established rapport with underserved communities, community members were more likely to trust that the pilot was a legitimate research study and not a scam. Recruitment materials were available in ten different languages to ensure the opportunity to participate reached a broader portion of the community.

With fewer community resources available outside of the Des Moines area, the Project Coordination Team utilized additional recruitment methods to strengthen outreach into rural communities. These methods included targeted radio and newspaper advertisements, as well as targeted mailings of recruitment materials to rural households. In addition, local media outlets covered the opening of the pilot's application which brought attention and legitimacy to the pilot's recruitment efforts.

During the ten-day application period, the Project Coordination Team hosted application sessions at local libraries across the tri-county area. These sessions created spaces where community members could access a computer with a reliable internet connection and if needed, have translation services available in person. In total, the Project Coordination Team hosted eight application sessions which proved to be beneficial.

These various recruitment strategies proved to be very successful at reaching a broad and diverse scope of Central Iowa community members. At the end of the ten-day application period, the pilot received over 6,000 eligible applications. This response from the community is attributable to the hard work and commitment of supportive partners across Polk, Dallas, and Warren counties.



UpLift Community Conversation Series

What is Basic Income?

September 5 and 12, 2023

On September 5th, with an encore event on the 12th, the Project Coordination Team hosted UpLift's first Community Conversations Series event "What is Basic Income?" at the Varsity Cinema. The event served as an opportunity for interested stakeholders to learn more about the basic income model and to share their thoughts about what a basic income could do for the Central Iowa community.

The event opened with a viewing of "Raising the Floor", a short documentary that tells the story of how the city of Chelsea, Massachusetts chose to address the community's growing economic crisis during the height of the COVID-19 pandemic. What started as a grassroots effort of food distribution quickly turned into a basic income pilot called Chelsea Eats. This short-term effort combined city general revenue funds, state aid, and philanthropic contributions to disburse cash cards to approximately 2,000 households.

After the viewing, the Project Coordination Team facilitated a discussion session with audience members to gather initial thoughts about Chelsea's approach to using a basic income to meet their community's needs. The discussion also allowed attendees to give their feedback about UpLift and potential future strategies.

104 registered

68 registered

Encore:

28 registered

13 in attendance



What Is Basic Income?

Basic income pilots are emerging across the U.S. to study potential solutions to reduce poverty, improve well-being, and help communities thrive.

Key Definitions

Multiple cash transfer models exist:

UNIVERSAL BASIC INCOME

Fixed amount of recurring payment provided to everyone

GUARANTEED INCOME

Fixed amount of recurring payment not provided universally (have eligibility guidelines such as income or resident status)

BASIC INCOME

Fixed amount of recurring payment identified to meet basic needs (thus functioning as an additional benefits model)

UpLift - The Central Iowa Basic Income Pilot

110 Central Iowans are receiving a \$500 monthly income for two years as part of a community study.

ABOUT THE PARTICIPANTS:



37
average age



4
average number of people in household, with an average of two children per household



\$24,542
average annual household income

Why a Basic Income approach?

UpLift participants noted significant challenges related to living in poverty*:

- 84% experience high levels of stress.
- 51% could not handle a sudden \$400 emergency expense.
- 68% worry about not having enough food for their household.
- 42% eat less in a day due to not having adequate access to food.

*Data collected through the participant baseline survey by the Center for Guaranteed Income Research at the University of Pennsylvania

Basic income research shows promising outcomes by providing people greater flexibility to meet essential needs, leading to increased economic stability and improved health and well-being.



UpLift Community Conversations Series

Exploring Basic Income in Central Iowa

September 2023

Thank you for attending today's conversation!

Agenda

- Opening remarks
- *Raising the Floor* documentary screening
- Facilitated discussion

"Raising the Floor" is a 30-minute documentary that tells the story of one community's approach to using basic income as a way to address food insecurity taking place during the pandemic. Learn more: raisingthefloorfilm.com

Discussion Questions

- What are your initial thoughts? What stood out to you about Chelsea EAT's approach to meeting the community's needs?
- As seen in the film, people overwhelmingly spent funds to meet basic needs. What have you heard or seen in your experience/work that either supports or goes against this perspective?
- Another key component to this film is how cash transfers benefited the local economy. When applied to the priority area(s) you work/have experience in, how can this concept be leveraged when discussing strategies for reducing poverty?
- What merits does a basic income strategy have to achieving cost-efficient public policy while also addressing social needs?

PLEASE NOTE: Recording of the film and community conversation is not allowed.

Inform the Conversation!



After this event, please scan the QR code to provide feedback and offer input about basic income concepts in our community.



LEARN MORE AT UpLiftIowa.org

Investigating Matthew Desmond

April 2, 2024

UpLift's second Community Conversations Series event "Investigating Matthew Desmond's Poverty, by America" convened the Central Iowa community at Drake University's Olmstead Center. Through a partnership with Seattle Arts and Lecture, the Project Coordination Team was able to begin the event with a viewing of a previously recorded, virtual conversation with author and acclaimed sociologist, Matthew Desmond. Before the event, registered attendees were allowed to submit questions directly to the author to be answered during the live event. Desmond discussed his latest book, *Poverty, by America*, along with his potential solutions for addressing poverty in America.

After the viewing, the Project Coordination Team facilitated a small and large group discussion session with audience members to gather their thoughts and ideas on Desmond's key concepts and how they related to the issues low-income Central Iowans are facing today.

Virtual notes were captured by local artist Nathan T. Wright. Attendees were able to watch as this art piece was created live during the event. A virtual copy was sent to all registrants as a reminder of the key ideas discussed.

69 registered

38 registered



Visual Notes by Nathan T. Wright



Front row: Sheila, Tanya, Teresa (panel moderator); back row: Nicole, Skye, Kelli

Stories from UpLift: Participant Storytelling Panel May 15, 2024

On the one year anniversary of the first UpLift payments, the Central Iowa community had the opportunity to hear directly from five UpLift participants about how a basic income is impacting their lives. This event was held at the Windsor Heights Community Center where Mayor Mike Jones welcomed the live and online audience to the panel discussion.

Attendees heard powerful stories about how UpLift was providing new opportunities to local families. Participants spoke about becoming entrepreneurs, moving to safer neighborhoods, finding better employment opportunities, and creating generational wealth.

164 registered
78 in attendance, in person
40 in attendance, online
149+ views of recording thus far

“Without the UpLift monthly payments, I wouldn’t have been able to maintain my financial stability while transitioning into another stage in life.”

“This program has given us so much opportunity we wouldn’t have had without it. It may not seem like much, but for us, it’s been life-changing.”

“The program has changed my outlook on community supports. The program has actually been there, allowing me the opportunity to be financially stable.”

“The pilot has created avenues for me and my family that were once blocked off because of the lack of finances.”

“This amazing program changed and supported my life in ways I did not know I needed.”



Watch the Event Recording

This handout was provided during the event to help attendees get to know the participants and see UpLift's latest spending data.

Stories from UpLift: Participant Storytelling Panel

UpLift

TERESA ZILK
Teresa Zilk Creative Consulting LLC

Without the UpLift monthly payments, I wouldn't have been able to maintain my financial stability while transitioning into another stage in life.

Teresa is the driving force behind Teresa Zilk Creative Consulting LLC, a small business dedicated to harnessing the profound power of storytelling as a multidisciplinary tool for driving change, fostering awareness, and promoting genuine communication. She is also the visionary behind the award-winning storytelling platform, Stories to Tell My Daughter.

SKYE
Alhambra, Iowa
Central Sterile Tech

Skye is a single mom, a caregiver, a leader, and a survivor with two amazing children. She has brought through many life challenges to get where she is today. Since participating in UpLift, she has graduated with a certificate in Sterile Processing and has the goal to work towards a career as a surgical technician.

NICOLE
Des Moines, Iowa
Customer Service Representative

Nicole is a mother, wife, entrepreneur, and community advocate who wants to inspire change with her story. With a basic income, Nicole has been able to cover her and her family's basic needs while also investing in herself as an entrepreneur. Since participating, she has been able to establish her business and help her husband's business get off the ground.

KELI
Des Moines, Iowa
Office Manager

Keli is a single mother of four amazing boys. She has dedicated her life to ensuring her family has the bright future they deserve. In the face of struggles, Keli has shown strong conflict resolution and coordinating their accomplishments. The pilot program has allowed Keli's family to move to a safer neighborhood where they feel comfortable and secure. She enjoys being able to watch her children play in their new backyard.

SHEILA
Archery, Iowa
Owner Operator for Thomas Engineering and Logistics LLC

Sheila is the proud mother of a champion, wife, caregiver for her two granddaughters and an entrepreneur. Before UpLift, Sheila had a career that was taking a toll on her health. With the support of UpLift, Sheila has been able to pursue her dreams of becoming an entrepreneur, opening Thomas Engineering and Logistics LLC.

TANYA
Winchester Heights, Iowa

Tanya is a kind and supportive mother who cares about her family and community. With the basic income, she has been able to pay off debt, leave a previous job that didn't value her and her skills, and transition to a different job that supports her life in a better way. Going forward she is optimistic about the possibilities to build a better future for herself and her family.

Latest Spending Data From UpLift

UpLift

Spending Breakdown

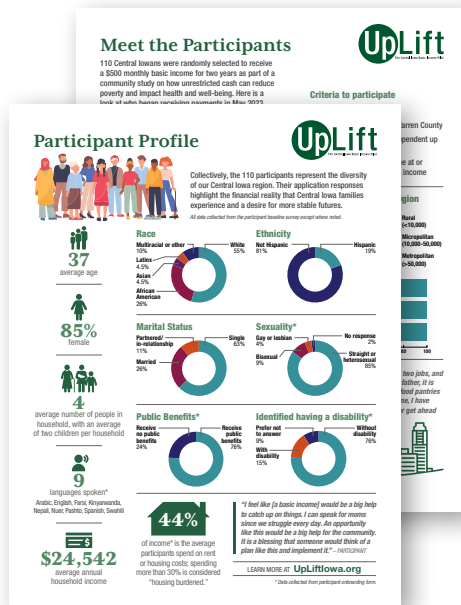
The data in this pie chart shows aggregate spending for guaranteed income participants in Iowa. The majority of non-cash expenditures from the participants' pre-paid debit card that is loaded with guaranteed income payments monthly.

Food and groceries accounted for the largest share of spending at 41.55%, followed by retail sales and services (26.47%) and transport-related expenses (17.38%).

- FOOD AND GROCERIES 41.55%
- RETAIL SALES AND SERVICES 26.47%
- TRANSPORT-RELATED EXPENSES 17.38%
- HOUSING 10.00%
- TRANSPORTATION 10.00%
- RECREATION 10.00%
- HEALTHCARE 10.00%
- EDUCATION 10.00%
- UTILITIES 10.00%

UpLiftIowa.org

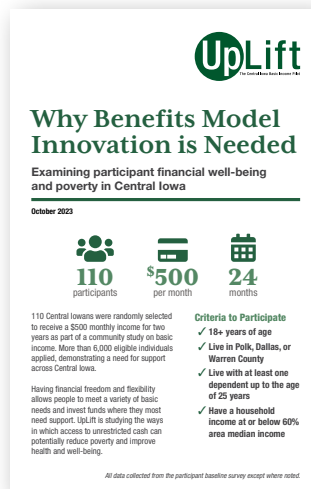
Publications



UpLift Participant Profile

Date published:
May 15, 2023

UpLift's first publication, "Meet the Participants," shared the general demographics of the 110 randomly selected individuals who are receiving a \$500 monthly stipend for 24 months through the pilot. Collectively, the 110 participants represent the diversity of our Central Iowa region. Their application responses highlight the financial reality that Central Iowa families experience and a desire for more stable futures.



Why Benefits Model Innovation is Needed

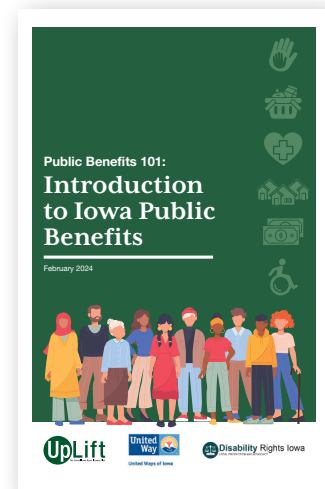
Date published:
October 18, 2023

"Why Benefits Model Innovation is Needed," examines UpLift participants' financial well-being as well as the Iowa population overall. In partnership with United Ways of Iowa, this publication compares ALICE (Asset Limited Income Constrained, and Employed) Iowa households and UpLift participants, demonstrating that many Iowans do not have the means to meet all of their basic needs. Having financial freedom and flexibility allows people to meet a variety of basic needs and invest funds where they most need support.

Pulication partner



United Ways of Iowa



Public Benefits 101

Date published:
February 19, 2024

"Public Benefits 101" was created in partnership with Disability Rights Iowa and United Ways of Iowa. It was designed to provide a high-level overview of the social safety net in Iowa. This booklet outlines the eligibility criteria, recertification frequency, how benefits are most commonly lost, and resources for further information for nine public benefits programs including Supplemental Nutrition Assistance Program (SNAP), Child Care Assistance (CCA), Section 8 Housing Choice Voucher Program, Iowa Medicaid, Child Health Insurance Program (CHIP), Medicare, Family Investment Program (FIP or TANF), Supplemental Security Income (SSI), and Social Security Disability Insurance (SSDI).

Pulication partners



United Ways of Iowa

Partnerships

Onboarding Support Partners



Interpretation and Translation Support Partners



Community Conversations Support Partners



Administrative Support Partner



Library Partners



Recruitment and Outreach Support Partners

- ¡Al Exito!
- Black Women 4 Healthy Living
- By Degrees Foundation
- Children and Families of Iowa
- Disability Rights Iowa
- DMARC
- ECI
- Ellipsis
- EMBARC
- Evelyn K. Davis Center for Working Families
- EveryStep
- Genesis Youth Foundation
- Grace Fitness
- IMPACT
- Iowa Black Doula Collective
- Iowa Coalition Against Domestic Violence
- Iowa Migrant Movement for Justice
- New Opportunities
- Oakridge Neighborhood
- One Iowa
- Proteus
- RACI
- Raine Recruiting and Job Rides
- Short Years Partnership
- Sweet Tooth Farms
- Urban Dreams
- Young Women's Resource Center

Central Iowa Engagement with UpLift

Media Coverage

UpLift has had excellent media coverage since the Kick-Off event in February of 2023. The pilot has been covered by several local media outlets including the Des Moines Register, Iowa Public Radio, Insight on Business, Iowa Capital Dispatch, Axios, Business Record, The Gazette, Iowa Starting Line, Iowa Press, KCCI, WHO13, and We are Iowa Channel 5.



Des Moines Register

Date published: February 16, 2023

New basic income program gives central lowans \$500 a month - no strings attached



Iowa Public Radio

Date published: May 16, 2024

Women in UpLift say guaranteed income payments have been life-changing

What We Are Learning

National Conversation

Across the country, more than 150 pilots have or are currently taking place. UpLift's lead evaluators at the University of Pennsylvania's Center for Guaranteed Income Research (CGIR) have begun releasing the final findings of several pilots including:

People's Prosperity Guaranteed Income Pilot (PPP)

Location: St. Paul, Minnesota

Final findings published November 2023

Key Take Aways:

- The proportion of individuals employed showed a positive trend throughout the duration of the PPP, and this trend not only remained steady but continued to strengthen six months after PPP ended. At baseline, 49% of PPP participants were employed compared to 63% six months after the program ended.
- The percentage of participants reporting feelings of high hope progressively increased throughout the study from 15% at baseline to 21% at the end of PP and 22% six months after PPP ended.

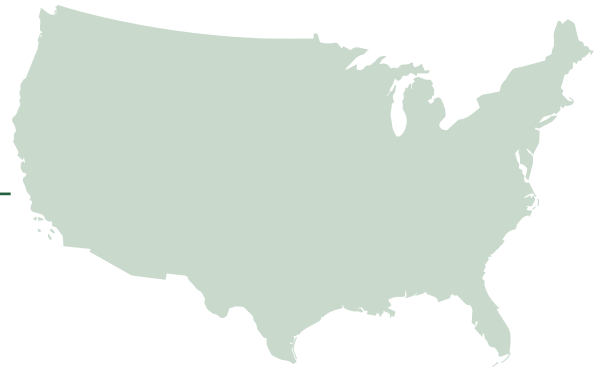
Cambridge Recurring Income for Success and Empowerment (RISE)

Cambridge, Massachusetts

Final findings released February 2024

Key Take Aways:

- Participants experienced Increased time and space for parenting which allowed recipients to give more attention and support to their children, who in turn experienced improved educational outcomes compared to similar families without the direct cash.
- At baseline, participants in treatment and control groups experienced similar rates of housing cost burden (51% vs. 54%). However, by the end of the GI program, the percentage of treatment participants with housing cost burden decreased significantly, whereas the percentage increased for control participants (42% vs. 57%).



Other basic income demonstrations are publishing results mid-way through their pilots and others are conducting long-term studies to investigate the dual-generational impacts of guaranteed income.

Denver Basic Income Pilot

Denver, Colorado

Interim Findings published October 2023

Interim Findings:

- More participants from all groups reported living in rented or owned homes
- More participants from the larger payment groups report having full-time jobs
- Fewer participants are sleeping outside and utilizing public health services (e.g. Emergency Rooms)

Magnolia Mother's Trust

Jackson, Mississippi

Alumni Study Report 2023

Alumni Study Report found:

- When investigating parenting efficacy or one's confidence in their ability to be a competent and effective parent, that Magnolia Mother's Trust (MMT) alumni moms with higher parenting efficacy were statistically more likely to report better parent-child relationships, fewer mental health distress symptoms for their children, and positive perceptions of MMT's impact. Although these data were gathered retrospectively, the findings suggest that MMT participation contributed to parenting efficacy, which in turn resulted in better parent-child relationships in the long term.
- A majority of mothers reported that their confidence in themselves, in their parenting, and in their ability to accomplish their goals improved as a result of being in MMT. Additionally, 83% of moms report that, because of MMT, they now feel more in control of their lives.

What the Community Said

The pilot's Community Conversation Series serves as an opportunity for community members, community-based organizations, and other invested stakeholders to discuss the issues that plague Central Iowa's low-income populations. The themes below have been consistently mentioned during UpLift events and give insight to what the community is thinking about.

Benefits Model Innovation is Overdue

Empirical and anecdotal evidence shows that Central Iowans are struggling to meet their basic needs. Throughout UpLift's Community Conversation Series attendees consistently shared the need for innovation and change within Iowa's social safety net.

Narrative Change is Needed

Community members, invested professionals from community-based organizations, and key stakeholders continuously shared that narrative change is foundational to achieving evidence-based, effective, and equitable policies and programs. To gather support for sustainable anti-poverty initiatives, historically harmful narratives about those experiencing poverty must be rewritten.

Local Data to Inform Decisions

UpLift's central purpose to bring forth scientifically valid, local data was reinforced as a need throughout the Community Conversations Series. Event discussions deepened the community's understanding of potential solutions to poverty that were based on evidence and research from other states and countries. Attendees shared a clear desire for research and best practices to be used to address the community's most persistent needs.

On the Horizon for UpLift



May 9, 2024 - The Project Coordination Team at the Des Moines Central Library's Poverty, by America book club discussion.

Library Talk: Poverty in Iowa

May - August 2024

In partnership with the Des Moines , Adel , Knoxville, Norwalk, Cowles, Redfield, Johnston, Lisbon, and Urbandale Public Libraries as well as CultureALL, UpLift is hosting a series of programs aimed at having important community conversations about poverty and its effect on lowans. Discussions will be centered around two of Matthew Desmond's Books - Evicted and Poverty, by America, in addition to screenings of the film Raising the Floor.

July 20, 2024

Human Library: Poverty in Des Moines, will feature storytellers from CultureALL. Attendees will hear personal stories from people experiencing poverty-related issues in Des Moines. UpLift will present on the pilot's purpose to bring forth local Iowa data to inform future poverty reduction strategies.



Get Involved



Share your thoughts by taking the
Basic Income Survey

www.cognitoforms.com/HarkinInstitute1/ExploringBasicIncomeSurvey



TAKE THE
SURVEY



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MAYOR'S REPORT

Report Covers June 11th, 2024 – July 29th, 2024

- On June 12th, the MPO Executive Committee met and approved the TIP (Transportation Improvement Program). The purpose of the TIP, which is developed by MPO staff, “is to list all projects in the MPO planning area proposed to receive federal funding and scheduled to begin within the next four federal fiscal years.” The [Draft TIP can be seen here](#). The executive committee also discussed and approved staff developing applications for two discretionary USDOT funding opportunities: The Charging and Fueling Infrastructure Discretionary Grant Program and Active Transportation Investment Program. Both of these funding opportunities could potentially benefit the City, should they be awarded to the MPO.
- Later, the Mid-Iowa Association of Local Governments (MIALG) met at the Harbach Center in Clive, just down the street from our City borders. We heard from Matt Anderson, Deputy City Manager of Des Moines, about how they came to acquire the Nationwide building and their plans for consolidating a number of city services into one building. A discussion regarding MAC and homelessness was also held.
- On June 18th I presented the state of the City to the Windsor Heights and Urbandale Chamber. Thank you to Tiffany and Justin for working hard to put together such a wonderful event and to the staff for putting together a great powerpoint that made things easy.
- I wasn’t able to attend the MPO Policy Committee on June 20th and asked Councilor Libbie to fill in as Alternate but was able to virtually attend to the Public Safety Committee. Notes/minutes of that meeting were distributed to Council. I think the bulk of discussion was dedicated to what we should do about concerns raised by a resident who is having issues with feral cats. It would appear that universally, feeding feral cats is discouraged and we left off with the PD checking into what it would cost to neuter feral cats. We want to avoid encouraging residents to trap wild animals and apparently, local veterinarians are overloaded with neutering as it is.
- A few months back Councilor Skeries passed on some concerns about a resident regarding the tree of heaven. I believe we provided her some information about our individual or local efforts to deal with them on a case by case basis. Since then, more complaints have come in. We’ve now put information in the newsletter and are considering codifying them as a nuisance.
- I attended the special events committee on June 21st and the UpLift Funder Group Meeting in person. I have attached their Annual Report.

- June 24th, I attended the MIPA Annual Board of Director Meeting for approximately an hour before I had to leave for my day job.
- On June 28th I personally attended the oral arguments in Smith v. Windsor Heights, better known as the speed cameras case. The plaintiffs attorney failed to personally appear and had to be tracked down via telephone. It was rescheduled to the afternoon for Zoom and I attended, with the hearing lasting well over an hour. Judge McAllister indicated that he was busy and would be soon going on vacation, so we should not expect a decision within 60 days.
- On July 9th Councilor Harms and I attended MAC at Polk County Emergency Management. We once again discussed the role of MAC in the Metro and how it could be better utilized to be more effective in the region. We discussed the committees, their makeup, participation standards, etcetera. That said, as of this date, I am still unsure of the makeup of the committees and have emailed the Des Moines City Manager's Office to actually email me what they are (I don't believe they've sent a final list out yet).
- On July 16th Councilors Libbie, Skeries and I attended the Dinner Dispatch 5 year anniversary ribbon cutting. It was a packed house and the Chambers did a wonderful job of putting everything together. Congratulations to Jen, LeAnn and their staff.



- The Public Works Committee met on July 10th and discussed a lengthy list of topics including the engineer's recommendation for sidewalks on 68th Street (the west side due to significant topography concerns), encroachments on Marilyn Drive, etc. A full list of notes/minutes has been provided to Council.
- We were obviously hit by a tornado on the 15th and I helped some residents on Franklin with some debris before surveying the damage with AJ. Thank you to Public Works, WHFD/WHPD and Des Moines FD for their quick response to assist on 63rd Street. I communicated with Mayor Andeweg shortly after and was touched when Mayor Elrod and City Administrator Marketa Oliver of Bondurant reached out to see if we needed anything.
- On July 17th, the MPO Executive Committee met and heard from Cassandra Halls regarding the Human Capital Plan (basically a plan examining the MPO's job descriptions, salaries, etc.). It's like a wage salary study that goes above and beyond.
- I missed the July 19th special events committee meeting due to day job obligations but was able to attend the personnel and finance committee meeting later in the day. I will attempt to get notes/minutes to Council regarding that discussion ASAP.
- On the 24th I attended the MPO Personnel Committee meeting to talk more about their human capital plan (referenced above). They are currently working through job descriptions, salary matrixes and staffing levels. Later, myself and Councilors Jones and Campbell were interviewed via Teams by the hired consultant as part of the Relmagine DART process.
- Thank you to the Urbandale/Windsor Heights Chamber of Commerce for purchasing meals for Public Works Employees during their storm cleanup efforts. I believe they purchased pizza from Marcos (at a discounted price, thanks Marcos) and Little Brother was kind enough to donate. Thank you Little Brother!
- I've been talking to Administrator Plagge about purchasing tiny trees to give away this fall and expanding our right of way tree program. Considering the two severe weather events we need to make a significant effort to rebuild our urban canopy over the next few years. We also had a discussion about having a consultant look at our streets and determining whether or not we could have them make a recommendation about how much we should spend annually to keep them at a sustainable level (Ankeny just finished a study to do this). The MPO has apparently done this in the past and there are a number of planning agencies, like MIPA, that might be able to do it at a reasonable cost.



STAFF REPORT
CITY COUNCIL
August 5, 2024

TO: CITY COUNCIL

FROM: Pete Roth

SUBJECT: Police Chief Report

GENERAL INFORMATION

ATTACHMENTS

1. Police 2024 June Report

To: City Administrator Adam Plagge

From: Police Chief Pete Roth

Date: July 25, 2024

Re: Police Department June 2024 Monthly Report

Please find below the Police Department highlights.

Updates

The department hosted the monthly PLEXA meeting at the Public Safety Building on Thursday, June 6. This was an opportunity for Lieutenants Norris and Irlbeck to meet command staff members from other police departments around the metro.

On June 12, the Police and Fire personnel grilled hamburgers and hot dogs at the Bankers Trust cookout. This annual event usually draws 300 people in for lunch.

On June 18, Officer Mark Davison was recognized by the Noon Optimist Club of Western Des Moines during their annual Respect for Law Enforcement Program. Mark was honored during a lunch with other recipients from the West Des Moines and Clive Police Departments. Congratulations Mark! This was the second time Officer Davison received this award.

Retired Police Captain Derek Meyer and Lt. Irlbeck worked diligently on the new server installation. After a few minor “glitches” all appears to be working properly. Thank you to Derek and Mike for their efforts in this project.

Lieutenant Irlbeck, Officer Davison, and Detective Johnson collaborated on a large evidence and property project on June 12. This included case audits and disposal of items dating back to 2005.

The department submitted a grant application to the Patrick Leahy Bulletproof Vest Partnership (BVP) program. If approved, this federal program funds up to 50% of the cost of body armor for officers. The department has participated with BVP in the past.

Due to event conflicts and staffing, the department will not host a separate National Night Out Event on the first Tuesday of August. Officers will continue to work Nights in the Heights.

Incidents

On June 5, officers worked with the Fire Department, Public Works, the Iowa DOT, and other area organizations to close I-235 EB for over two hours due to a massive debris spill. A truck carrying peanut oil and other items lost a container on the interstate. There were no reported

secondary crashes or injuries reported as a result of the spill. The response and reopening of the interstate was an excellent collaborative effort by all agencies.

Officer Bowers had a busy month investigating and clearing several theft and fraud cases.

Detective Johnson assisted Altoona PD on several search warrants on June 18. This was a large-scale effort that involved numerous area agencies and a large number of personnel.

Training

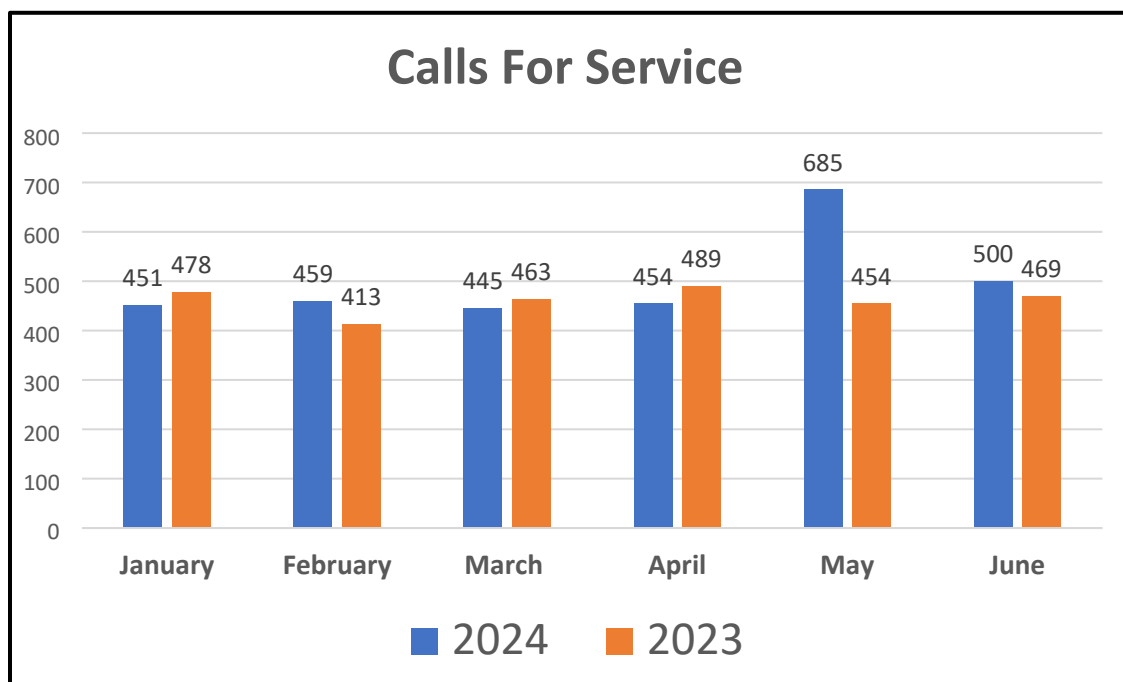
Officers teamed with other metro area departments for the annual RAID (Rapid and Immediate Deployment) training throughout June. Training included crown control, hostage situations, and active threat incidents.

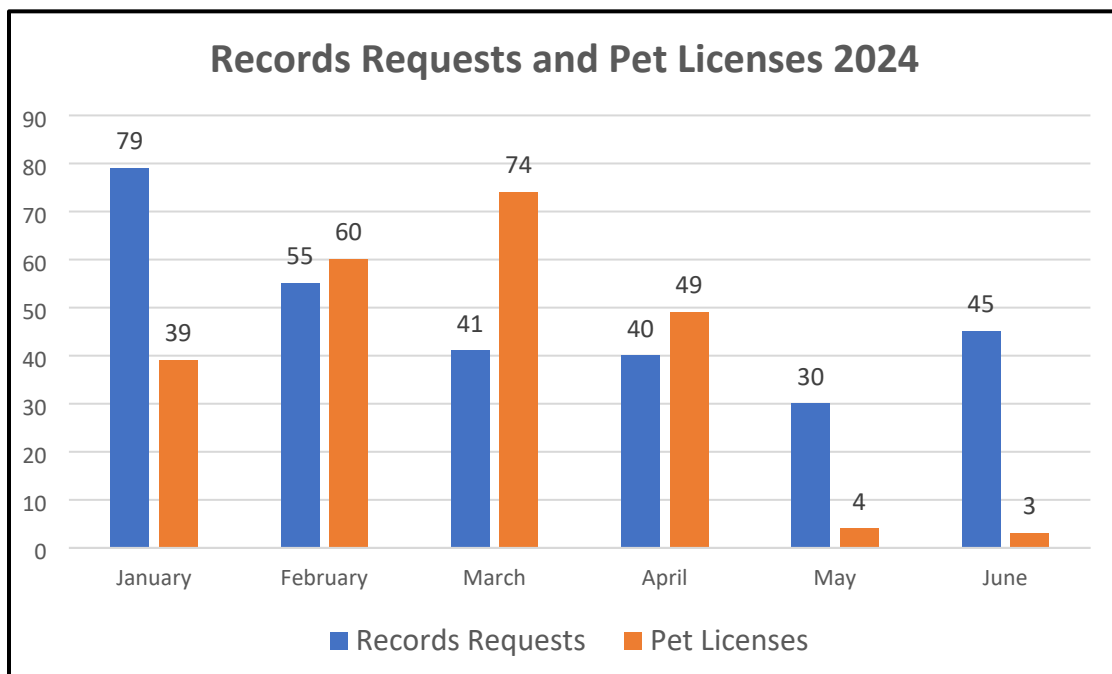
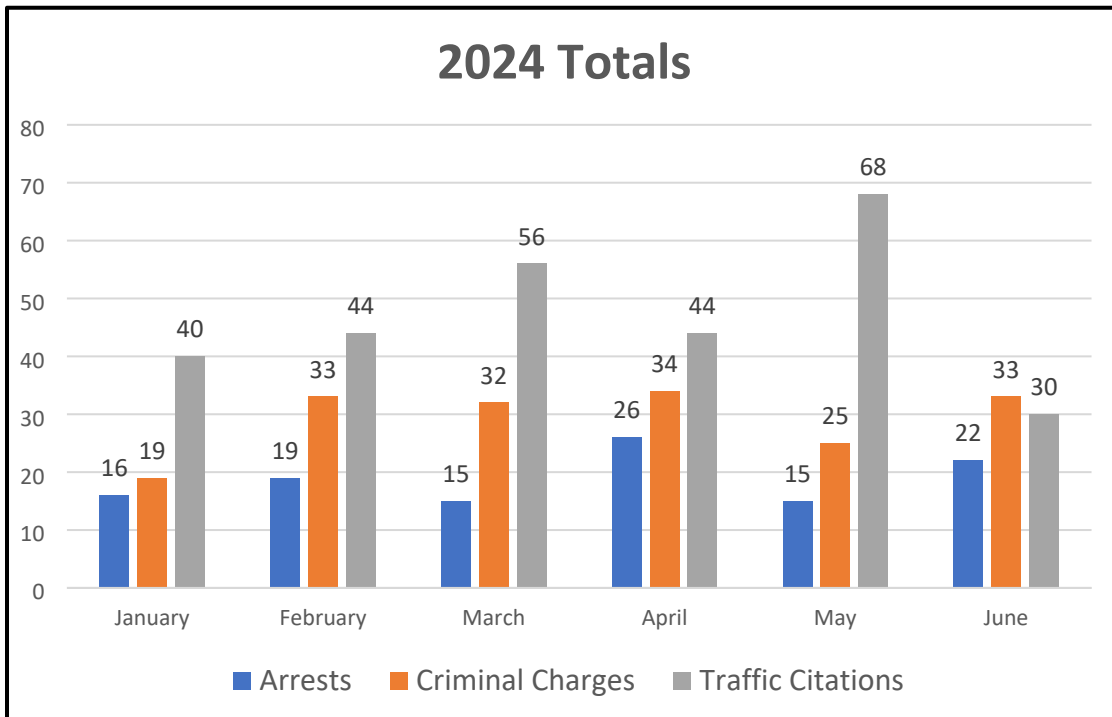
Chief Roth and Lt. Norris attended the 2024 Iowa Acts of Interest to Law Enforcement Conference in West Des Moines. The Iowa Attorney General's Office hosted the training on Thursday, June 20.

On June 13, Detective Johnson completed a webinar training highlighting best practices for fraud investigations, focusing on Cashapp, Venmo, and other peer-to-peer money transfer services. The department has seen a high increase in fraud cases involving these services.

Administrative Support Clerk Tammy Breese attended a Westcom records management group meeting on June 11. This meeting focused on Uniform Crime Reporting (UCR) to the FBI via I-Crime, a program that allows us to report our crime statistics to the state. The department also participated in the Iowa DCI's routine crime reporting audit. We had less than five audit errors which appear to be related to our records software.

Statistics







**STAFF REPORT
CITY COUNCIL**
August 5, 2024

TO: CITY COUNCIL

FROM: Jim Mease

SUBJECT: Fire Chief Report

GENERAL INFORMATION

ATTACHMENTS

1. Fire 2024 June Monthly Report

**Windsor Heights Fire Dept.**

1133 66th Street
Windsor Heights, Iowa 50324

Office: 515-279-9450
Fax: 515-279-7760

June 2024 Monthly Report

Work Areas

1. A Shift

- The crew continues to process and update rental registrations.
- Medical supplies and medications ordered as needed.

2. B Shift

- FF/Paramedic Merseal completed his Fire Officer 1 certification!
- Continued work on both the Fire and EMS training programs.

3. C Shift

- FF/Paramedic Davis is settling in as a FT employee and has been assigned the apparatus maintenance program, ensuring maintenance issues are resolved and tracking measures are met.
- FF/EMT Ahrens continued to work on the PPE tracking project and is now pursuing various grant opportunities.

4. Chief Mease

- Attended multiple meetings with Metro area agencies to include the Polk County Fire Chiefs, Westcom, Central Iowa EMS Directors, Westcom Sub-Ops Committee, ISICS.
- Visited the Pierce factory in Appleton, Wisconsin to complete specifications on the new fire engine.
- Conducted FD employee annual reviews.
- Attending calls as needed with all crews to ensure appropriate mitigation.
- Attended the WH Public Safety Committee Meeting.

Accomplishments

- Attended the annual Bankers Trust cookout with WHPD and assisted with cooking and serving residents.
- Met with the Sandy Carson family and received a plaque, thanking our FD members for assisting the family.

DUTY - PRIDE - TRADITION

The Windsor Heights Fire Department's mission is to deliver excellent EMS and Fire service to the public through continuous training, rapid response, public education, and fire prevention.



Windsor Heights Fire Dept.

1133 66th Street
Windsor Heights, Iowa 50324

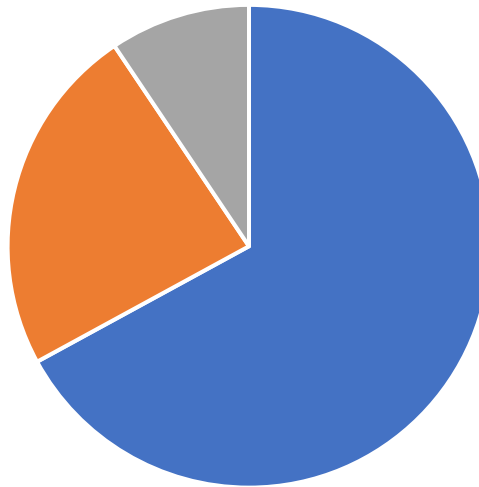
Office: 515-279-9450
Fax: 515-279-7760

- Crews conducted live fire training with crews from Clive, Urbandale, and Waukee. Topics covered were search and rescue operations in conjunction with live fire attack.
- The Engine Committee spent 2 days in Appleton, Wisconsin finalizing specifications for the new fire engine.
- Crews attended multiple PR events to include Movie Night, Nights in the Heights, WHF Ice Cream Social.
- Crews assisted PT staff members with completing our in-house engineer packet.

Calls

- 06/05/2024: (Merseal, Jones) WHFD was called for a fluid clean up on I-235 EB at the 73rd on ramp. Upon arrival it was found that approximately 25 gallons of cooking oil had spilled and spread across all lanes of traffic, affecting approximately ¼ mile. WHFD quickly reduced traffic flow to maintain motorist safety. WHFD was assisted by DMFD HazMat, IDOT, Urbandale Public Works, WHPD, and WDMPD.

June Monthly Unit Dtat, 85 Incidents



DUTY - PRIDE - TRADITION

The Windsor Heights Fire Department's mission is to deliver excellent EMS and Fire service to the public through continuous training, rapid response, public education, and fire prevention.



**STAFF REPORT
CITY COUNCIL**
August 5, 2024

TO: CITY COUNCIL
FROM:
SUBJECT: Q2 Code Enforcement Report

GENERAL INFORMATION

ATTACHMENTS

1. Code Enforcement Staff Report Q2-1

To: City Administrator Adam Plagge
From: Deputy City Clerk Nate Leuthold
Date: August 1, 2024
Re: Code Enforcement : Q2 2024 (4/1/24-6/30/24)

CODE ENFORCEMENT

Please see the below report for Q2 of 2024 for code enforcement. Note: some irrelevant sections (e.g. rental inspections) have been removed from this report for simplicity and clarity, but they may appear in future reports.

Code Enforcement Items				
Request Type	Period 4/1/2024 - 6/30/2024			
	Total Requests			
	Submitted During Period	Closed During Period	Avg. Days to Close a Request	Total In Progress (as of 6/30/24)
Abandoned / inoperable motor vehicles on private property	1	3	36	2
Building without a permit	2	1	14	2
Dead or diseased trees	1	1	208	3
Nuisance or junk / debris / garbage	16	12	37	9
Other	4	5	27	2
Illegal Signs	1	1	10	1
Tree trimming or tree removal on private property	9	5	120	6
Unauthorized construction	3	1	1	3
Unsafe building or structure	6	1	158	4
Vehicles parked on grass	13	12	20	6
Weeds / tall grass	36	23	9	14
Total :	94	65	33	63

OVERVIEW

The following categories have been skewed by long-time problems finally being closed out: Dead or diseased trees, Tree trimming or tree removal on private property, and Unsafe building or structure. I was at the Municipal Professional Institute from 6/24-6/27, so anything from

6/22 onwards did not get looked until July, which is why the “In Progress” number is so high at 63. As of this report (8/1), the “In Progress” total is around 40.