



Roll Call Number

21-0608

Agenda Item Number

12

Date April 19, 2021

RESOLUTION ACCEPTING PUD RESTORATION BOND FOR GRADING WORK AT PEARL LAKE PUD LOCATED IN THE VICINITY OF THE 3100 BLOCK OF EAST PAYTON AVENUE

WHEREAS, on February 22, 2021, the City Council approved an amendment to the "Pearl Lake" Planned Unit Development (PUD) District Conceptual Plan for property located in the vicinity of the 3100 block of East Payton Avenue for development of 39 one household residential lots; and,

WHEREAS, the developer, Jerry's Homes, Inc., is required to provide restoration security for the grading and ground surface restoration in order to secure a Grading Permit for construction on property within "Pearl Lake" PUD. This PUD Restoration Bond covers Phase 1 work only which incorporates all lots and outlots adjacent to Pearl Lake Drive; and,

WHEREAS, the City Engineer has approved the amount of the security.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, as follows:

- 1. PUD Restoration Bond No. IAC591280 from Merchants Bonding Company (Mutual), in the amount of \$52,867.50, is hereby accepted and approved as adequate security for the restoration of the site to be developed in the vicinity of the 3100 block of East Payton Avenue within the proposed Pearl Lake Development Plan.
2. The City Clerk is hereby directed to hold the bond as security for the restoration of the project site until otherwise directed.

MOVED by Gatto to adopt.

FORM APPROVED:

(Council Communication No. 21- 171)

Judy K. Parks-Kruse
Assistant City Attorney

Table with columns: COUNCIL ACTION, YEAS, NAYS, PASS, ABSENT. Rows include COWNIE, BOESEN, GATTO, GRAY, MANDELBAUM, VOSS, WESTERGAARD, TOTAL. Includes signature of J. M. Franklin Cownie, Mayor.

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Signature of P. Kay Cmelik, City Clerk

Department of Engineering
City of Des Moines

CERTIFICATE OF SATISFACTORY COMPLETION
FOR
BONDED SUBDIVISION IMPROVEMENTS

PARTIAL BOND RELEASE FORM

- 1. Subdivision Name: Southwoods Estates Plat 1
- 2. Developer: TK Land Development, LLC, Dan Kruse Manager
- 3. Bond No.: NIA2536 Bonding Co. Merchants National Bonding, Inc.
- 4. Council Approval of Bond: 06-24-19 Roll Call 19-0986
- 5. Improvements Covered by Bond: Sidewalks, Grading, Ramps, As-Bilts for storm and san. structures

6. Improvements Satisfactorily Completed:

A. Improvements Constructed by Public Improvement Contracts

<u>Improvement</u>	<u>Contract No.</u>	<u>Council Acknowledgment of Completion Date</u>	<u>Roll Call</u>
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B. Improvements Constructed Without Public Improvement Contracts

<u>Improvement</u>	<u>Inspected By</u>	<u>Date of Inspection</u>
Sidewalk Lot 13 Ramp relocation	B. Stevens	12-17-20

7. Improvements Remaining: 82 L F 5' Sidewalk and ramps to be relocated at west end of plat

8. Amount of Bond Reduction: Bond Amount:	<u>\$ 115,348.00</u>
Estimated Cost of Bonded Improvements	
Not Satisfactorily Completed	<u>\$ 4,293.00</u>
Recommended Amount of Bond Reduction:	<u>\$ 86,511.00</u>

9. I hereby certify that to the best of my knowledge the above improvements covered by Bond No. NIA2536 have been satisfactorily completed in accordance with Chapter 106 of the 2000 Municipal Code and hereby recommend that the bond for these improvements be reduced by an amount not to exceed \$ 96,511.00. THE AMOUNT TO REMAIN UNDER BOND SHALL BE \$ 28,837.00. This is 25% of the original bond and can't be reduced any further.

Steve Mahan R.L.S.

City Engineer

12-22-20

Date

I hereby certify that I have reviewed the recommendations of the City Engineer and hereby concur therein.

Planning Director

Date

Assistant City Attorney

Date

PUD RESTORATION BOND

Bond No. IAC591280

Know all men by these presents:

THAT we, Jerry's Homes, Inc.
as Principal, and Merchants Bonding Company (Mutual) of Des Moines, Iowa

(hereinafter called the Surety) are held and firmly bound unto the City of Des Moines, Iowa,
as Obligee, in the penal sum of Fifty Two Thousand Eight Hundred dollars (\$ 52,867.50),
Sixty Seven and 50/100
lawful money of the United States to the payment of which sum well and truly to be made, the
Principal herein firmly binds himself (themselves), their heirs, executors, and administrators, and
the said Surety binds itself, its successors, assigns, executors and administrators, jointly and
severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above
bounden Principal has provided the Obligee with the following PUD Restoration estimate for
Pearl Lake PUD Phase 1

PUD RESTORATION

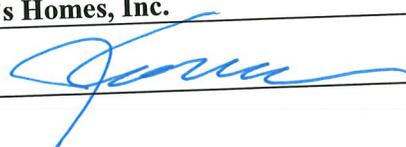
Grading	10000 CY @ \$3.00/CY	\$30,000.00
Silt Fence	2750 LF @ \$2.50/LF	\$ 6,875.00
Inlet / Outlet Protection	1 LS @ \$5,000.00/EA	\$ 5,000.00
Seeding and Mulching	8 acres @ \$1,000.00/AC	\$ 8,000.00
Engineering and Inspection	\$48,875.00 @ 6%	\$ 2,992.50
Total Restoration		\$ 52,867.50

All such improvements to be completed in accordance with an agreement between the principal
and Obligee. This bond shall remain in full force and effect until such time as the City of Des
Moines accepts the improvements as set for in the executed Private Construction Contract for
Pearl Lake PUD Phase 1.

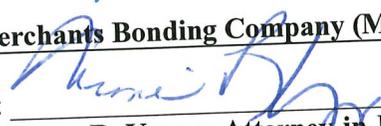
NOW, if the Principal shall in all respects fulfill his said obligation according to the terms
thereof, and shall satisfy all claims and demands incurred for same, and shall fully indemnify and
save harmless the Obligee from all costs and damages which it may suffer by reason of failure to
do so and shall fully reimburse and repay the Obligee all outlays and expenses which it may incur
in making good any such default, then this obligation is to be void and of no effect; otherwise to
remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th
day of March, 2021.

Jerry's Homes, Inc.

By: 

Merchants Bonding Company (Mutual)

By: 
Dione R. Young, Attorney-in-Fact

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dione R. Young

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

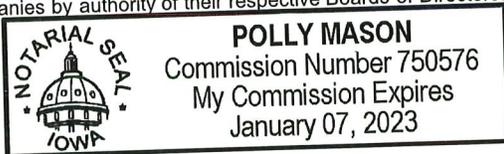


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of March, 2021.



William Warner Jr.
Secretary

PUD RESTORATION BOND

Bond No. IAC591280

Know all men by these presents:

THAT we, Jerry's Homes, Inc. as Principal, and Merchants Bonding Company (Mutual) of Des Moines, Iowa

(hereinafter called the Surety) are held and firmly bound unto the City of Des Moines, Iowa, Fifty Two Thousand Eight Hundred as Obligee, in the penal sum of Sixty Seven and 50/100 dollars (\$ 52,867.50), lawful money of the United States to the payment of which sum well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs, executors, and administrators, and the said Surety binds itself, its successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above bounden Principal has provided the Obligee with the following PUD Restoration estimate for Pearl Lake PUD Phase 1

PUD RESTORATION

Table with 3 columns: Item, Unit/Rate, and Amount. Items include Grading, Silt Fence, Inlet / Outlet Protection, Seeding and Mulching, and Engineering and Inspection. Total Restoration is \$ 52,867.50.

All such improvements to be completed in accordance with an agreement between the principal and Obligee. This bond shall remain in full force and effect until such time as the City of Des Moines accepts the improvements as set for in the executed Private Construction Contract for Pearl Lake PUD Phase 1.

NOW, if the Principal shall in all respects fulfill his said obligation according to the terms thereof, and shall satisfy all claims and demands incurred for same, and shall fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such default, then this obligation is to be void and of no effect; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day of March, 2021.

Jerry's Homes, Inc.

By: [Signature]

Merchants Bonding Company (Mutual)

By: [Signature] Dione R. Young, Attorney-in-Fact