AGENDA

REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, May 5, 2025 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST
ZOOM: https://us02web.zoom.us/j/7832856334
Meeting ID: 783 285 6334

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

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

2. **Approval of the Agenda**

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

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.

Place to Conduct A Public Hearing to Consider the Disposal of City Property

I. Approve Public Works Facility Structural Column Repair

5. **Action Items:**

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

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

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

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

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

F. Discussion on Driveway Grade Design Guidelines

6. **Reports:**

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

i Mayor's Report

B. 2024 Public Safety Annual Report

7. **Adjourn**

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.

City of Windsor Heights Regular Business Meeting Minutes
Monday, April 21, 2025 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST

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

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

2. **Approval of the Agenda**

   Motion by Threase Harms to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

3. **Public Hearing on FY26 Budget Adoption**

   Motion by Threase Harms to open the Public Hearing at 6:02 PM. Seconded by Susan Skeries. Passed 5-0. No Public Comment given. Motion by Threase Harms to close the Public Hearing at 6:03 PM. Seconded by Michael Libbie. Passed 5-0.

   A. Approve Resolution No. 2025-28 - A Resolution Approving and Adopting the Annual City of Windsor Heights Operating Budget for Fiscal Year 2025-2026

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

4. **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.

   No public comment given.

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

   Susan Skeries asked for clarification on the Financial Report - Claims Report item for Allie Hankins. Adam Plagge informed the Council that she is a temporary employee through QPS Employment Group who is assisting with digitizing archive records. Motion by Threase Harms to APPROVE. Seconded by Michael Libbie. Motion passed 5-0.

   A. Approve Minutes of the Regular Council Meeting on April 7, 2025

   B. Approve Minutes of the Special Council Meeting on April 7, 2025

   C. Approve Financial Reports

   D. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Change Order 6

   E. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 9

   F. Approve 2023 Colby Park Improvements Change Order 7

   G. Approve 2023 Colby Park Improvements Pay Request 10

   H. Approve Resolution No. 2025-29 - A Resolution Approving a 28E Agreement Between the City of Windsor Heights and Polk County, Iowa

I. Approve Resolution No. 2025-30 A Resolution Waiving CEC Fees for the Women in Government Quarterly Meeting

6. **Action Items:**

A. Discuss Reimagine DART

Joseph Jones led the discussion. The discussion revolved around two concepts: ridership and coverage. The ridership concept involves reducing the number of routes and increasing frequency in a more concentrated area, while the coverage concept involves providing some service to all member communities. Discussion centered on budget, rider concentration, and shelter needs as well as the impact of transportation on community economic development and job accessibility. There was a consensus that the ridership concept better aligned with the City's values and feasibility. Discussion then moved to the potential reduction of the budget for the network, considering the continuous rise in costs. DART needs feedback on whether to maintain the current budget or work with a reduced one, acknowledging the impact on service quality. The council was supportive of the design continuing at DART's current budget.

B. Discuss Code Update Project

Adam Strait led the discussion with support from Adam Plagge and Pete Roth. Discussions included codifying ordinances (excluding zoning), removing jail time for most violations per 2017 legislation that would end City-covered legal costs for such offenses. Proposed changes allow the mayor to appoint Planning & Zoning commissioners for 4- or 5-year terms and update the fire code from 2012 to 2021. Cleanup of nuisance and junk vehicle chapters was also addressed. The City proposed banning invasive species like Tree of Heaven and Cottonwood, with possible support programs for residents. A simplified noise ordinance was discussed, setting fixed decibel limits by zone and enhancing enforcement. Additional updates include refining parking and snow enforcement rules and allowing snow ordinances without current snowfall. Public works staff may gain authority to issue citations, and outdated public exposure language will be removed. Legal review and further discussion are planned, with final codification targeted for August.

C. Discuss Trap Neuter Release Program

Adam Plagge led discussion on the implementation of a Trap-Neuter-Release (TNR) program for stray or feral cats in the city. Steve Rohrer, Director of Community Partnerships and Animal Services at the Animal Rescue League of Iowa (ARL), was available to answer questions as well. The program, which has been successful in Des Moines, involves trapping the cats, scheduling an appointment with the Animal Rescue League (ARL) for spaying, neutering, microchipping, and vaccination, and then releasing the cat back into the neighborhood. The ARL will handle the process and take responsibility for any unhealthy or adoptable cats. The city will provide box traps for residents to participate in the program. The council is supportive of the program and plans to update the ordinance to allow for this type of trapping. The program is expected to be implemented by August of the current year.

D. Discuss Polk County Deer Task Force - Urban Hunt

Chad Norris led the discussion, providing an update on its progress and challenges. He suggested continuing the program with the same property owner and hunting area, as expanding it could lead to issues with public spaces and trails. The program's success would be measured by the number of deer harvested over a few years. The meeting also discussed the potential cost of aerial surveys for deer management.

7. **Reports:**

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

Threase Harms - MAC met recently. There was mostly discussion on legislative issues as well as updating the bylaws. Legislative update given including uncertainty of the property tax bill passing this session as well as updates on the passage of other bills.
Lauren Campbell - Attended the Momentum DSM DART crawl. Met with the Children's Museum to discuss Touch a Truck today.
Michael Libbie - The second podcast is done featuring Adam Plagge and Jason Roberts talking about Colby Park. Will be holding Coffee with Council on the 28th.
Joseph Jones - No report.
Susan Skeries - Currently busy preparing for Earth Day, which will take place on April 26 from 12:00 PM to 3:00 PM at Colby Park. We are joining forces with the Walnut Creek Watershed Festival for this event. We still need volunteers to help out during Earth Day, especially since one of our sponsors will not be available to hand out plants. Public Works Director Andy Larson will be leading Metronet and MidAmerican Friday afternoon in stream cleanup prior to Saturday's stream cleanup. We are also still working on organizing Touch-A-Truck and the Movie in the Park event, which is scheduled for May 2, featuring the film Matilda. Additionally, Sabores de México and Scoops and Swirls Ice Cream will be participating in the event.
Adam Plagge - Two reports in the packet regarding BRAVO and CatchDSM funding changes as a few communities have pulled out and a few still considering.

B. BRAVO and CatchDSM Report

C. Tree Removal Report

8. **Closed Session** Per Iowa Code §21.5 .1 (c) - Per Iowa Code §21.5 .1 (c): To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation

Motion by Susan Skeries to enter Closed Session at 8:01PM. Seconded by Michael Libbie. Motion Passed 5-0.
Motion by Michael Libbie to exit Closed Session at 8:14PM. Seconded by Susan Skeries. Motion Passed 5-0.

9. **Adjourn**

Motion by Threase Harms to adjourn at 8:14PM. Seconded by Michael Libbie. Motion passed 5-0.

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director

SUBJECT: Approve Financial Reports

GENERAL INFORMATION

ATTACHMENTS

1. Claims Report

CITY OF WINDSOR HEIGHTS

*Check Summary Register©

Batch: 041525PAY,PRL-042525,PRL-042225,042525PAYABLES,043025PAY

	Name	Check Date	Check Amt	
1110 CASH				
58408	MANNING, RANDY	4/15/2025	$502.90	RETAINING WALL
58409	ACCUJET	4/25/2025	$3,827.25	STORM SEWER INTAKES
58410	AIRGAS	4/25/2025	$8.37	OXYGEN
58411	AMAZON CAPITAL SERVICES	4/25/2025	$335.88	CREDIT MEMO USING UNAPPLIED FUNDS
58412	ASSURITY	4/25/2025	$1,017.89	
58413	BOLTON & MENK	4/25/2025	$68,849.50	73RD ST ENG
58414	BOUND TREE MEDICAL LLC	4/25/2025	$50.10	MEDICAL SUPPLIES
58415	BOWERS, RYAN	4/25/2025	$474.23	CLOTHING ALLOWANCE
58416	BREESE, TAMMY	4/25/2025	$80.00	APRIL CELL PHONE
58417	BRICK GENTRY PC	4/25/2025	$5,032.50	MARCH LEGAL FEES
58418	CINTAS	4/25/2025	$31.79	FIRST AID CABINET SUPPLIES
58419	CITY OF CLIVE	4/25/2025	$352.00	KNO2 COST SHARE
58420	CITY OF WEST DES MOINES	4/25/2025	$1,785.60	CROSSING GUARD Q3 2025
58421	CLIVE POWER EQUIP.	4/25/2025	$37.65	CHAIN SAW SHARPENING
58422	CONCRETE SUPPLY INC.	4/25/2025	$265.00	CONCRETE
58423	CONSTRUCTION MATERIALS TE	4/25/2025	$1,260.50	73RD ST TESTING
58424	CUSTOM AWARDS	4/25/2025	$174.07	UPDATING PLAQUES
58426	DENTONS DAVIS BROWN PC	4/25/2025	$1,230.00	ATE LEGAL SERVICES
58427	DEPT OF HUMAN SERVICES	4/25/2025	$2,479.71	MAY 2025 STATE SHARE GEMT
58428	FEDERAL TAX DEPOSIT	4/25/2025	$59,883.93	
58429	FOLAND TOOLS LLC	4/25/2025	$720.74	EQIIPMENT
58430	GALLS LLC	4/25/2025	$235.00	CLOTHING ALLOWANCE
58431	GRAINGER	4/25/2025	$3.15	SUPPLIES
58432	HAWKEYE TRUCK EQUIPMENT	4/25/2025	$89.99	SUPPLIES
58433	ICMA	4/25/2025	$730.08	DUES FOR #1239404 PLAGGE
58434	INROADS LLC	4/25/2025	$284.25	NORTH TRAIL REPAIR
58435	INTERSTATE ALL BATTERY	4/25/2025	$332.60	BATTERIES
58436	IOWA STATE UNIVERSITY	4/25/2025	$1,500.00	DTIMS ANNUAL/CTRE MGMT SERVICES
58438	IRLBECK, MICHAEL	4/25/2025	$80.00	APRIL CELL PHONE
58439	ISOLVED BENEFIT SERVICES	4/25/2025	$3,637.04	
58440	JC MIDWEST SERVICES LLC	4/25/2025	$1,325.00	SUPPLIES
58441	JOHNSON, KYLE	4/25/2025	$80.00	APRIL CELL PHONE
58442	KASER, JUDITH	4/25/2025	$1,000.00	STORM WATER REIMBURSEMENT PROGR
58443	KIESLER POLICE SUPPLY	4/25/2025	$203.00	BEAN BAG ROUNDS
58444	KLINKENBORG, DAVID	4/25/2025	$1,000.00	STORM WATER REIMBURSEMENT PROGR
58445	LARSON, ANDY	4/25/2025	$80.00	APRIL CELL PHONE
58446	LEUTHOLD, NATE	4/25/2025	$80.00	APRIL CELL PHONE
58447	LOGAN CONTRACTORS SUPPLY	4/25/2025	$324.00	PAINT
58449	MEASE, JIM	4/25/2025	$80.00	APRIL CELL PHONE
58450	METRONET	4/25/2025	$599.96	INTERNET
58451	NICHOLS EQUIPMENT LLC	4/25/2025	$6,260.23	EQUIPMENT RENTAL
58452	NORRIS, CHAD	4/25/2025	$80.00	APRIL CELL PHONE
58453	NORTHERN TOOL COMMERCIAL	4/25/2025	$317.96	SUPPLIES
58454	OMNI BILLING	4/25/2025	$1,000.05	MARCH RECEIPTS
58455	OPN ARCHITECTS	4/25/2025	$1,060.00	PROFESSIONAL SERVICES THRU 3/31/25
58456	PLAGGE, ADAM	4/25/2025	$80.00	APRIL CELL PHONE
58457	PORTER DO-IT BEST HARDWAR	4/25/2025	$19.49	SUPPLIES
58458	PPG ARCHITECTURAL FINISHES	4/25/2025	$709.18	SUPPLIES
58459	QPS EMPLOYMENT GROUP	4/25/2025	$921.60	4/12/25 HANKINS, ALLISON
58460	RANGEMASTERS TRAINING CTR	4/25/2025	$51.28	CLOTHING ALLOWANCE
58461	RIDER, ELIZABETH	4/25/2025	$1,000.00	STORM WATER REIMBURSEMENT PROGR
58462	ROBERTS, JASON	4/25/2025	$80.00	APRIL CELL PHONE

CITY OF WINDSOR HEIGHTS

*Check Summary Register©

Batch: 041525PAY,PRL-042525,PRL-042225,042525PAYABLES,043025PAY

	Name	Check Date	Check Amt	
58463	ROETMAN, JOE	4/25/2025	$309.13	CLOTHING ALLOWANCE
58464	ROTH, PETE	4/25/2025	$80.00	APRIL CELL PHONE
58465	SECURITY EQUIPMENT INC	4/25/2025	$627.72	PSB LOCK CHANGES
58466	SHERWIN WILLIAMS CO	4/25/2025	$188.83	SUPPLIES
58467	STATE OF IOWA	4/25/2025	$5,824.96	
58468	STRAIT, ADAM	4/25/2025	$80.00	APRIL CELL PHONE
58469	STREICHER'S	4/25/2025	$179.00	CLOTHING ALLOWANCE
58470	SUMMIT FIRE PROTECTION	4/25/2025	$482.00	EXTINGUISHER ANNUAL SERVICE
58471	SWISHER, RACHELLE	4/25/2025	$80.00	APRIL CELL PHONE
58472	URBANDALE CHAMBER OF COM	4/25/2025	$500.00	DC DINNER PLAGGE
58473	VENDNOVATION LLC	4/25/2025	$25.00	NEW LOCK
58474	WEST DES MOINES TRUE VALU	4/25/2025	$272.93	SUPPLIES
58475	WEX FLEET UNIVERSAL	4/25/2025	$2,889.90	FUEL
58476	ZIMCO SUPPLY CO	4/25/2025	$291.00	HERBICIDE
58477	ZWC CONDO ASSOC	4/25/2025	$53.50	PEST CONTROL
58478	EHRHARDT, JULIE	4/30/2025	$212.89	REIMBURSEMENT FOR REPAIR OF FILL VA
		Total Checks	$183,740.33	

FILTER: (([Act Year]='24-25' and [period] in (10))) and (Source in ('041525PAY','PRL-042525','PRL-042225','042525PAYABLES','043025PAY'))

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Andy Larson

SUBJECT: Approve Public Works Week Proclamation

GENERAL INFORMATION

Each year, the American Public Works Association (APWA) sponsors National Public Works Week to celebrate the contributions of public works professionals and raise awareness of the vital role they play in the health, safety, and quality of life in communities across the country.

The 2025 theme for National Public Works Week is "People, Purpose, Presence," which highlights the dedication and expertise of public works professionals in maintaining and improving infrastructure and public facilities that are essential to community well-being.

The attached proclamation recognizes the significant contributions of public works employees and underscores the importance of public works in building sustainable and resilient communities. It honors the engineers, managers, and staff who work diligently to maintain critical infrastructure such as transportation systems, water and wastewater services, solid waste management, and public buildings.

Proclaiming this week in Windsor Heights will align the City with the national observance, support public engagement and appreciation efforts, and recognize the hard work and dedication of our local public works team.

RECOMMENDATION

Staff recommends that the City Council approve the proclamation declaring May 18–24, 2025, as National Public Works Week in the City of Windsor Heights.

ATTACHMENTS

1. 2025 Public Works Week Proclamation

City of Windsor Heights

National Public Works Week Proclamation
May 18–24, 2025
"People, Purpose, Presence"

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Windsor Heights; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Windsor Heights to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I, Mayor Mike Jones, do hereby designate the week of May 18–24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at the Windsor Heights, Iowa this 5th day of May 2025.

_____

Mike Jones

Mayor of Windsor Heights

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director

SUBJECT: Approve Resolution No. 2025-31 - A Resolution Setting Time and Place for a Public Hearing on Proposed Budget Amendment for Fiscal Year 2024-2025 for the City of Windsor Heights

GENERAL INFORMATION

FY24-25 Budget Amendment

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

General Government
$10,000 IT Services
$85,000 Engineering and Planning Services
$25,000 Legal Services
$120,000 Total

Economic Development
$172,520 Purchase of Property/Appraisals
$172,520 Total

Public Works
$35,000 Forestry
$35,000 Total

Enterprise Fund – Garbage
$85,000 Storm Cleanup (July 2024 tornado and any May/June events that could occur)
$85,000 Total

$412,520 Total Expenditures

Transfers In/Out
$3,220,003 Total
The amount originally budgeted was $2,480,526. Additional transfers have been identified and details will be presented to Council via a resolution at the next meeting.

ATTACHMENTS

1. Resolution No. 2025-31 A Resolution Setting a Public Hearing FY25 Budget Amendment

Resolution No. 2025-31

A RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING ON PROPOSED BUDGET AMENDMENT FOR FISCAL YEAR 2024/2025 FOR THE CITY OF WINDSOR HEIGHTS

WHEREAS, the City is required to hold a public hearing concerning the City's budget amendment for the fiscal year; and

WHEREAS, Finance and Administrative staff have incorporated department head requests along with the Council budget goals in preparing a draft budget amendment for fiscal year 2024/2025; and

WHEREAS, the Mayor and City Council of the City of Windsor Heights have reviewed the proposed Fiscal Year 2025 budget amendment and are prepared to set a date for a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, on this 5th day of May, 2025, that a public hearing will be held on Monday, May 19th, 2025, beginning at 6:00 p.m., concerning the City's proposed budget amendment for fiscal year 2024/2025, and the City Clerk is directed to publish notice of said meeting in the Des Moines Register.

Passed and approved this 5th day of May 2025.

_____
Mike Jones, Mayor

Attest: _____
Adam Strait, City Clerk

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Resolution No. 2025-32 - A Resolution Setting the Time and Place to Conduct A Public Hearing to Consider the Disposal of City Property

GENERAL INFORMATION

These actions set the public hearings for May 19th to consider the sale of four excess City parcels of property backing up to North Walnut Creek adjacent to 7901, 7817, 7811 and 7711 Marilyn Drive. These property owners have provided the agreed upon $4,400 to complete the necessary survey work and draft access easements and property transfer documents.

ATTACHMENTS

1. Resolution No. 2025-32 Resolution of Intent and Setting PH-7711
2. 25.04 Purchase Agreement-7711 Marilyn (2) (002)

RESOLUTION NO. 2025-32

A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC HEARING TO CONSIDER THE DISPOSAL OF CITY PROPERTY

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

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

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

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

(The "Property").

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

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

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

1. The Council desires to dispose of the property described herein to Rick and Roxanne F. Ludwig, pursuant to the Purchase Agreement attached hereto as Attachment B.
2. The Council shall make a final determination on the proposal following a public hearing, which shall be held on May 19, 2025 at 6:00 p.m. or soon thereafter, in the City Council Chambers, 1133 66th Street, Windsor Heights, Iowa.
3. Pursuant to Iowa Code 364.7 the City Clerk is hereby directed to publish the proper notice of the public hearing with correct legal description and the proposed property disposal, as set forth in Attachment C, attached hereto.

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 5th day of May, 2025.

_____
Mike Jones, Mayor

Attest:

_____
Adam Strait, City Clerk

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

(2024/2025) be adopted.

AYES: _
NAYS: _
ABSENT: _

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. __ (2024/2025) at the regular Council Meeting of the City of Windsor Heights, Iowa, held on the 5th day of May, 2025.

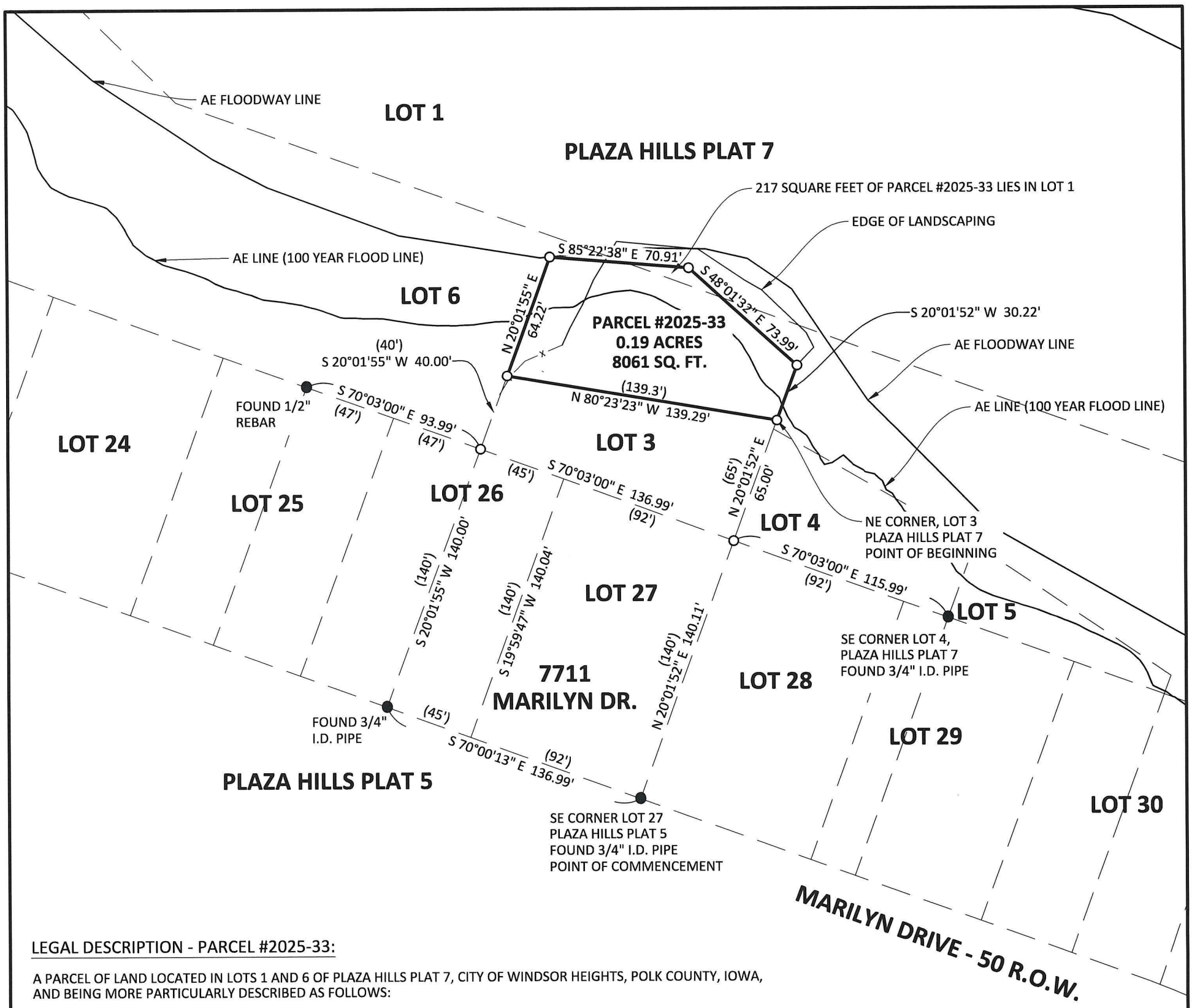
_____
Adam Strait, City Clerk

ATTACHMENT A

[Plat of Survey]

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

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - PARCEL #2025-33:

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

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

LEGEND:

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

NOTES:

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

N

HORZ. SCALE 0 30 60 FEET

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

PLAT OF SURVEY - PARCEL #2025-33

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

BOLTON & MENK

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

SHEET 1 OF 1

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H:\WINDSORH_CI_IA\A13113231_2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\FIGR - 113231 - PLAT 7711.DWG 4/30/2025 8:49 AM

JOB NUMBER: A13.113231

ATTACHMENT B

[Purchase Agreement]

ATTACHMENT C

NOTICE OF PUBLIC HEARING CONCERNING THE DISPOSAL OF CITY PROPERTY

YOU ARE HEREBY NOTIFIED that the City of Windsor Heights, Iowa, proposes to dispose of the following property:

> A parcel of land located in Lots 1 and 6 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:
>
> Commencing at the Southeast corner of Lot 27 of Plaza Hills Plat 5; thence N20°01'52"E, 140.11 feet along the Easterly line of said Lot 27 to the Northeast corner thereof; thence continuing N20°01'52"E, 65.00 feet along the East line of Lot 3 of said Plaza Hills Plat 7 to the Northeast corner thereof and also being the point of beginning; thence N80°23'23"W, 139.29 feet along the North line of said Lot 3 to the Northwest corner thereof; thence N20°01'55"E, 64.22 feet; thence S85°22'38"E, 70.91 feet; thence S48°01'32"E, 73.99 feet; thence S20°01'52"W, 30.22 to the point of beginning

YOU ARE FURTHER NOTIFIED, that a Public Hearing will be held in the City Council Chambers, City Council Chambers, 1133 66th Street, Windsor Heights, Iowa, at the City Council Meeting on May 19, 2025 at 6:00 p.m. or soon thereafter, at which time the Council will hear comments for and against the proposal from any interested party. You have a right to attend and express your views on this proposal. If you are unable to attend, you may submit your written comments addressed to the City Clerk, City Council Chambers, 1145 66th Street, Suite 1, Windsor Heights, Iowa. Your written comments must be received no later than 4:00 p.m. on the 19th day of May, 2025. At the conclusion of the Public Hearing, the Council will consider vacating the above-described property.

PURCHASE AGREEMENT

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

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

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

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

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

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

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

SECTION 4. CONVEYANCE OF PROPERTY.

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

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

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

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

a) Utility Easement and Creek Access Easement across part of Lot 1, Plaza Hills Plat 7, as described in the attached Exhibit B (Utility Easement and Creek Access Easement Plat).

b) Utility Easement across part of Lot 27, Plaza Hills Plat 5, as described in the attached Exhibit C (Utility Easement Plat).

c) Utility Easement across part of Lot 3, Plaza Hills Plat 7, as described in the attached Exhibit D (Utility Easement Plat).

d) Easements shall be signed and recorded as part of the closing of this transaction.

e) City agrees to restore the easement areas back to their pre-existing condition.

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

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

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

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

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

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

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

(SEAL) **CITY OF WINDSOR HEIGHTS IOWA**

By: _____
Mike Jones, Mayor

ATTEST: _____
Adam Strait, City Clerk

BUYER:

By:

_____

Rick Ludwig

By:

_____

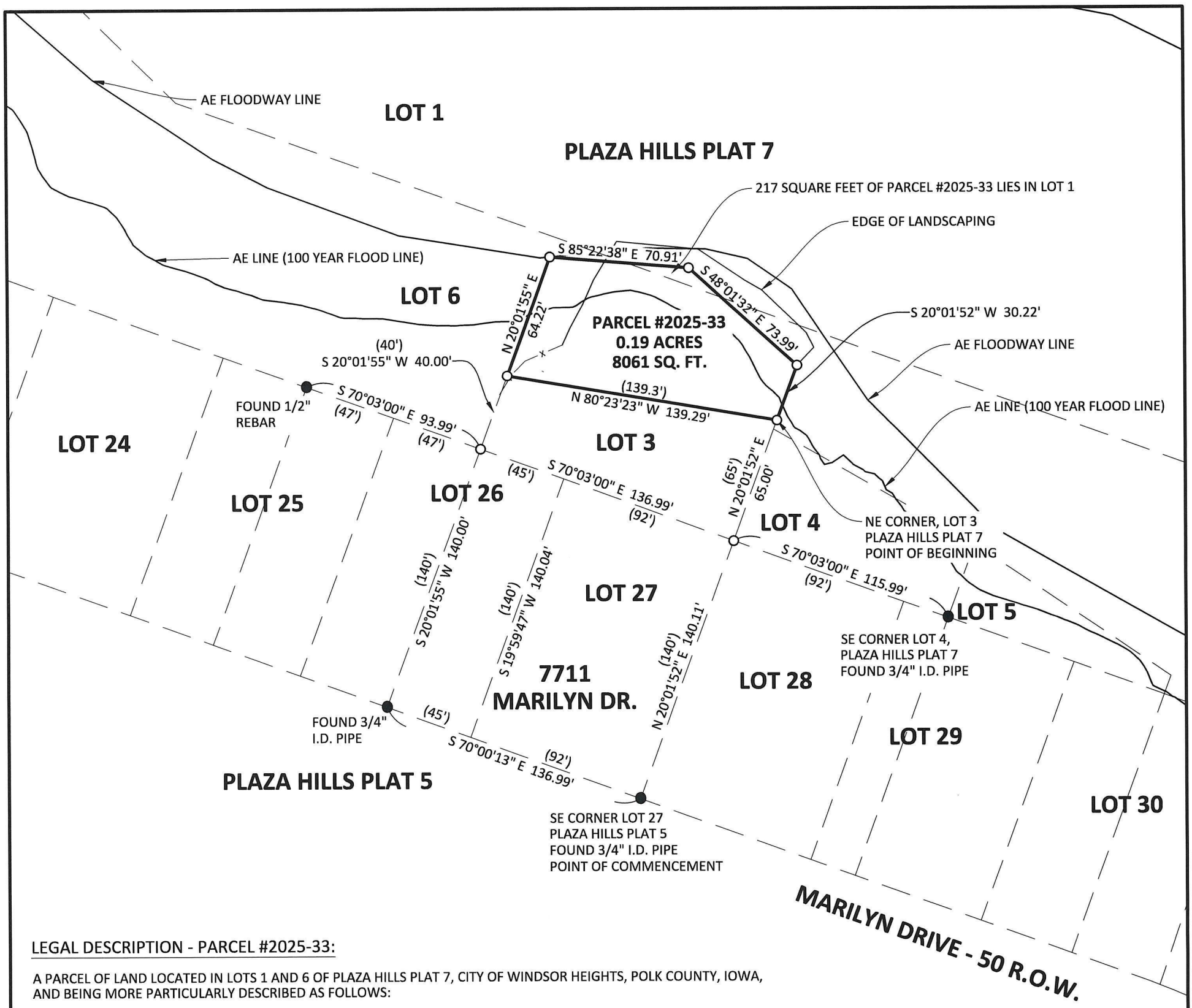
Roxanne Ludwig

EXHIBIT A

[insert Plat of Survey]

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

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - PARCEL #2025-33:

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

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

NOTES:

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

N

HORZ. 0 30 60
SCALE FEET

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

PLAT OF SURVEY - PARCEL #2025-33

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

BOLTON & MENK

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

SHEET 1 OF 1

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JOB NUMBER: A13.113231

EXHIBIT B

[INSERT Utility Easement and Creek Access Easement Plat]

WHEN RECORDED RETURN TO:
Erin M. Clanton
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

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

PUBLIC UTILITY & CREEK ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

See Attached Utility & Creek Access Easement Plat

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

Public Utility & Creek Access

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of _____, 2025.

By:_____
Rick Ludwig

By:_____
Roxanne Ludwig

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

_____
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

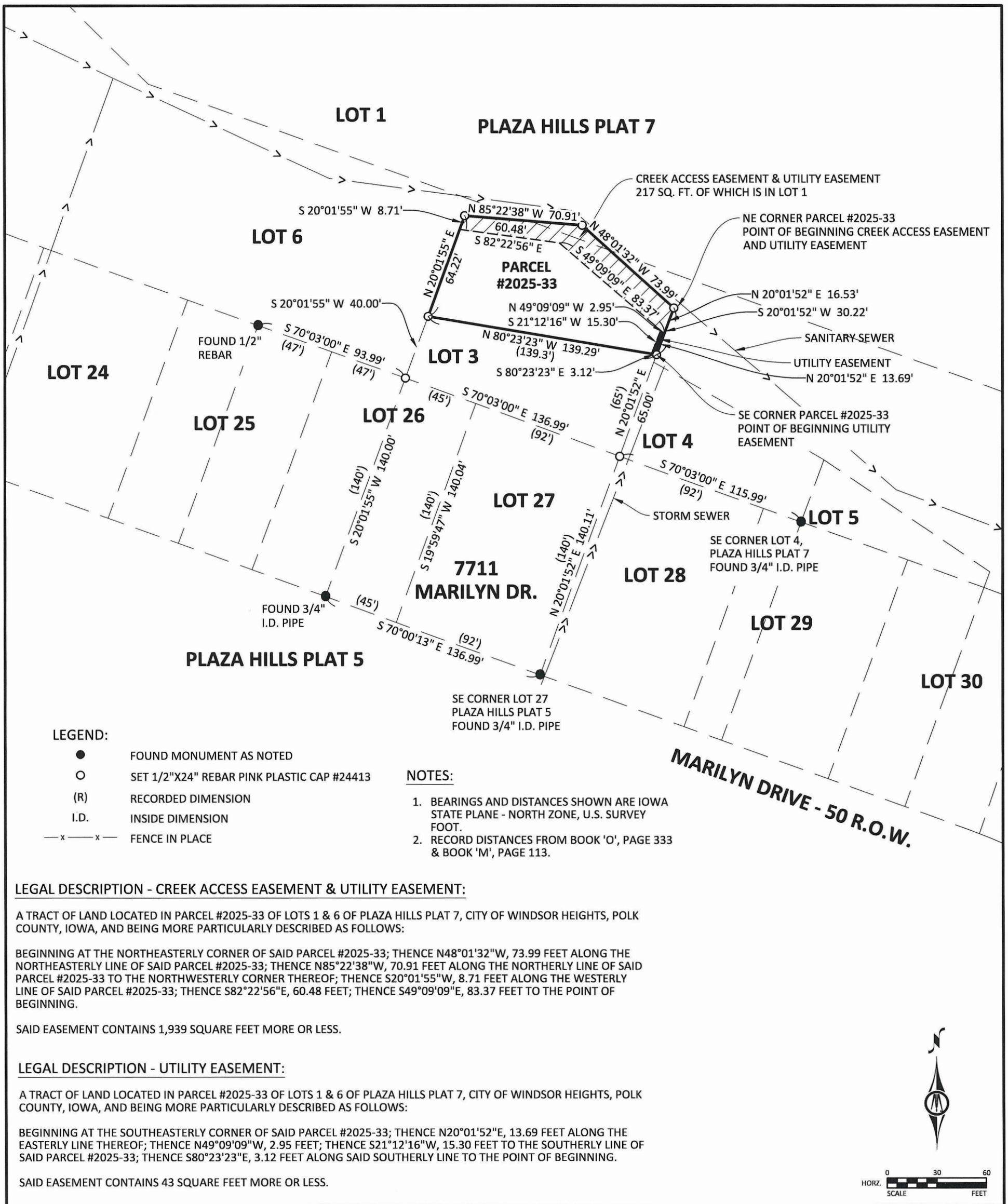
I, Adam Strait, City Clerk of the City of Windsor Heights City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 2025, and this certificate is made pursuant to authority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

Signed this _____ day of _____, 2025.

_____
Adam Strait,
City Clerk of the City of Windsor Heights, Iowa

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

FOR RECORDER USE ONLY



LEGEND:

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

NOTES:

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

LEGAL DESCRIPTION - CREEK ACCESS EASEMENT & UTILITY EASEMENT:

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

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

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

LEGAL DESCRIPTION - UTILITY EASEMENT:

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

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

SAID EASEMENT CONTAINS 43 SQUARE FEET MORE OR LESS.

HORZ. SCALE 0 30 60 FEET

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

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UTILITY EASEMENT & CREEK ACCESS EASEMENT PLAT

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

BOLTON & MENK

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

SHEET 1 OF 1

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JOB NUMBER: A13.113231

EXHIBIT C

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

WHEN RECORDED RETURN TO:
Erin M. Clanton
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

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

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

See Attached Utility Easement Plat

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

Public Utility

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

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

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

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

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

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

7. EasementRunswithLand.ThisEasementshallbedeemedperpetualandtorunwith the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of _____, 2025.

By:_____
Rick Ludwig

By:_____
Roxanne Ludwig

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

_____
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

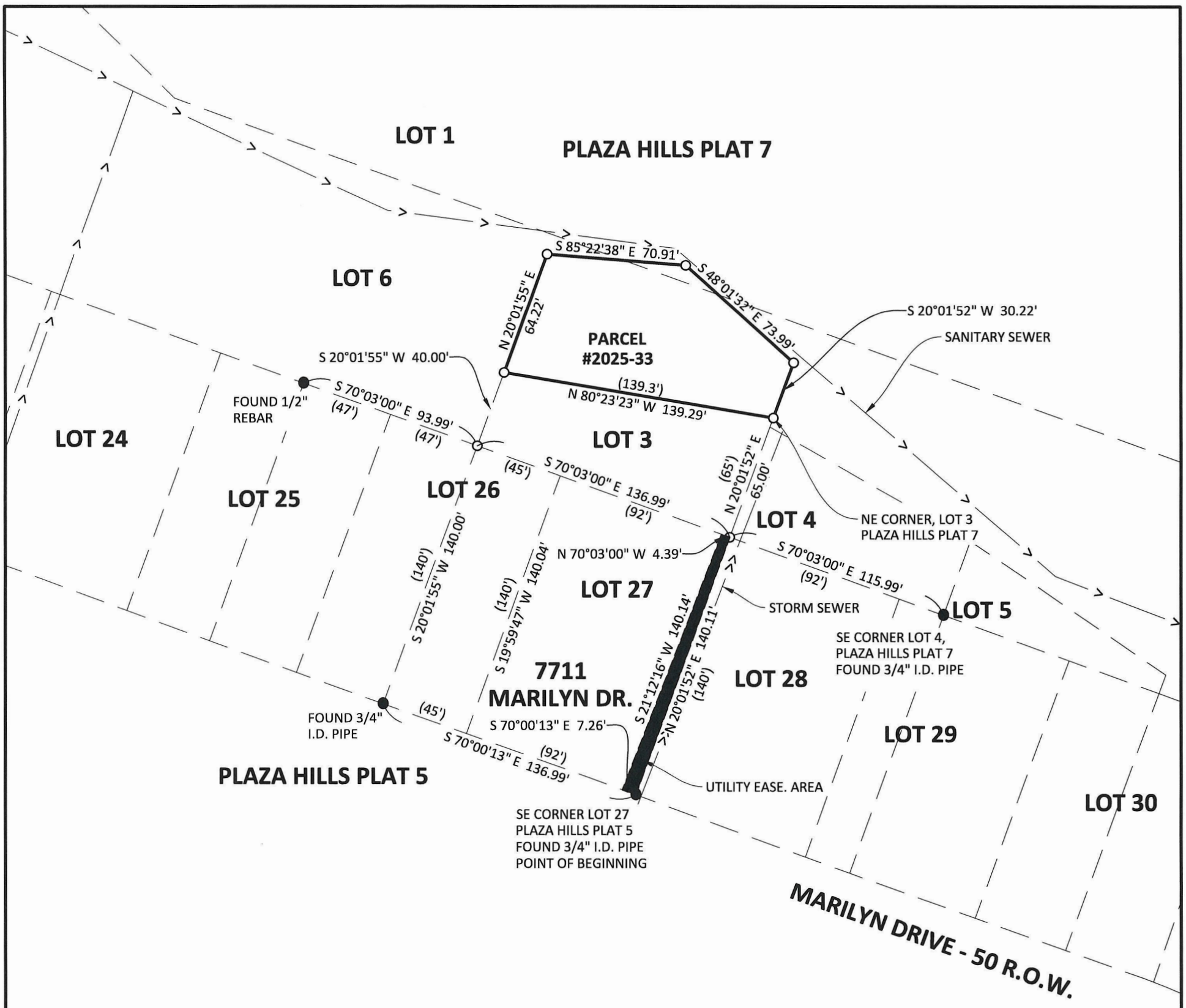
I, Adam Strait, City Clerk of the City of Windsor Heights City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 2025, and this certificate is made pursuant to authority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

Signed this _____ day of _____, 2025.

_____
Adam Strait,
City Clerk of the City of Windsor Heights, Iowa

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

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - UTILITY EASEMENT:

A TRACT OF LAND LOCATED IN LOT 27 OF PLAZA HILLS PLAT 5, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

SAID EASEMENT CONTAINS 816 SQUARE FEET MORE OR LESS.

LEGEND:

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

NOTES:

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

HORZ. SCALE 0 30 60 FEET

LICENSED PROFESSIONAL LAND SURVEYOR LUKE D. AHRENS 24413 IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

UTILITY EASEMENT PLAT

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

BOLTON & MENK

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

SHEET 1 OF 1

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H:\WINDSORH_CI_IA\A13113231_2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\FIGR - 113231 - EASE 7711 LOT 27.DWG 4/30/2025 10:41 AM

JOB NUMBER: A13.113231

EXHIBIT D

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

WHEN RECORDED RETURN TO:
Erin M. Clanton
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

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

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

See Attached Utility Easement Plat

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

Public Utility

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

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

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

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

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

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

7. EasementRunswithLand.ThisEasementshallbedeemedperpetualandtorunwith the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of _____, 2025.

By:_____
Rick Ludwig

By:_____
Roxanne Ludwig

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

_____
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

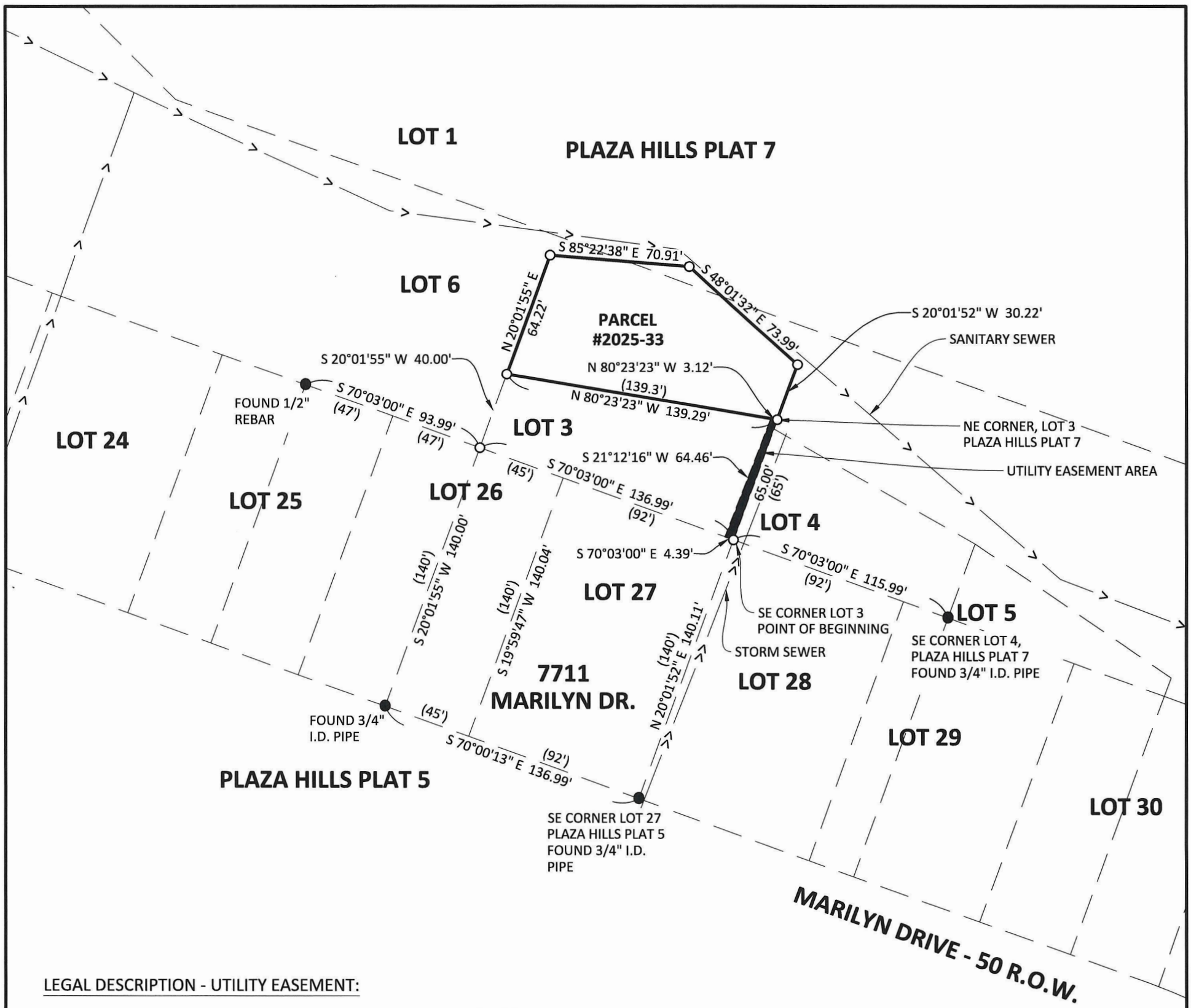
I, Adam Strait, City Clerk of the City of Windsor Heights City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 2025, and this certificate is made pursuant to authority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

Signed this _____ day of _____, 2025.

_____
Adam Strait,
City Clerk of the City of Windsor Heights, Iowa

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

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - UTILITY EASEMENT:

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

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

SAID EASEMENT CONTAINS 242 SQUARE FEET MORE OR LESS.

LEGEND:

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

NOTES:

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

N

HORZ. 0 30 60 SCALE FEET

LICENSED PROFESSIONAL LAND SURVEYOR LUKE D. AHRENS 24413 IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

UTILITY EASEMENT PLAT

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

BOLTON & MENK

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

SHEET 1 OF 1

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H:\WINDSORH_CI_IA\A13113231_2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\FIGR - 113231 - EASE 7711 LOT 3.DWG 4/30/2025 10:40 AM

JOB NUMBER: A13.113231

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Resolution No. 2025-33 - A Resolution Setting the Time and Place to Conduct A Public Hearing to Consider the Disposal of City Property

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2025-33 Resolution of Intent and Setting PH-7811-
2. 25.04 Purchase Agreement-7811 Marilyn

RESOLUTION NO. 2025-33

A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC HEARING TO CONSIDER THE DISPOSAL OF CITY PROPERTY

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

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

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

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

(The "Property").

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

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

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

1. The Council desires to dispose of the property described herein to Zane and Suzanne Muntz, pursuant to the Purchase Agreement attached hereto as Attachment B.
2. The Council shall make a final determination on the proposal following a public hearing, which shall be held on May 19, 2025 at 6:00 p.m. or soon thereafter, in the City Council Chambers, 1133 66th Street, Windsor Heights, Iowa.
3. Pursuant to Iowa Code 364.7 the City Clerk is hereby directed to publish the proper notice of the public hearing with correct legal description and the proposed property disposal, as set forth in Attachment C, attached hereto.

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 5th day of May, 2025.

_____
Mike Jones, Mayor

Attest:

_____
Adam Strait, City Clerk

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

(2024/2025) be adopted.

AYES: _
NAYS: _
ABSENT: _

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. __ (2024/2025) at the regular Council Meeting of the City of Windsor Heights, Iowa, held on the 5th day of May, 2025.

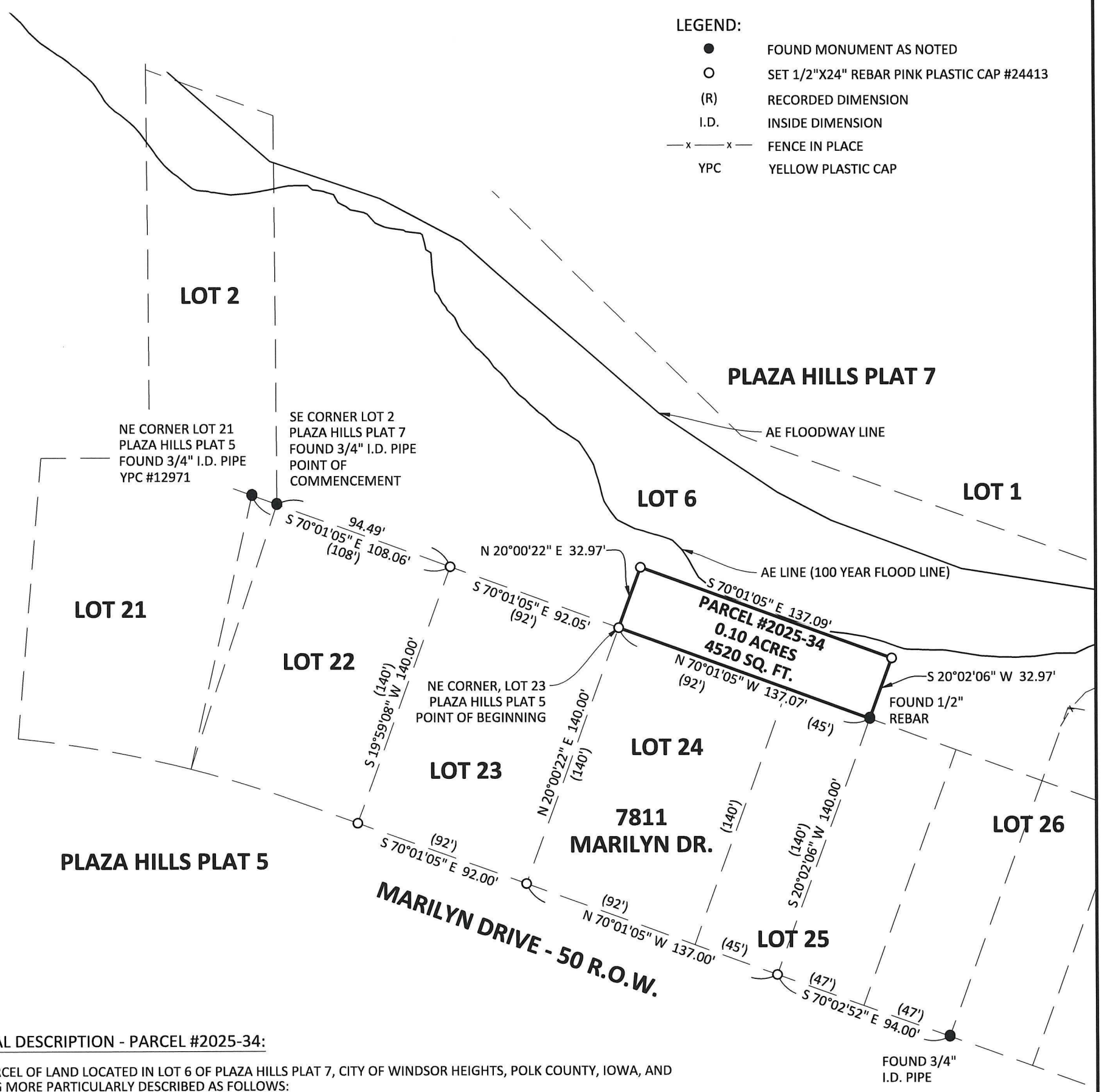
_____
Adam Strait, City Clerk

ATTACHMENT A

[Plat of Survey]

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

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - PARCEL #2025-34:

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

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PLAZA HILLS PLAT 7; THENCE S70°01'05"E, 94.49 FEET TO THE NORTHEASTERLY CORNER OF LOT 22 OF PLAZA HILLS PLAT 5; THENCE CONTINUING S70°01'05"E, 92.05 FEET ALONG THE NORTHERLY LINE OF LOT 23 OF SAID PLAZA HILLS PLAT 5 TO THE NORTHEASTERLY CORNER THEREOF AND ALSO BEING THE POINT OF BEGINNING; THENCE N20°00'22"E, 32.97 FEET; THENCE S70°01'05"E, 137.09 FEET; THENCE S20°02'06"W, 32.97 FEET TO THE NORTH LINE OF SAID PLAZA HILLS PLAT 5; THENCE N70°01'05"W, 137.07 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

NOTES:

1. THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
2. THIS PLAT MEETS OR EXCEEDS IOWA CODE 355.
3. BEARINGS AND DISTANCES SHOWN ARE FROM THE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
4. CURRENT DEED OF RECORD FOR 7811 MARILYN DRIVE - BOOK 13938, PAGE 575.
5. RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113.

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

PLAT OF SURVEY - PARCEL #2025-34

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

BOLTON & MENK

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

SHEET 1 OF 1

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JOB NUMBER: A13.113231

ATTACHMENT B

[Purchase Agreement]

ATTACHMENT C

NOTICE OF PUBLIC HEARING CONCERNING THE DISPOSAL OF CITY PROPERTY

YOU ARE HEREBY NOTIFIED that the City of Windsor Heights, Iowa, proposes to dispose of the following property:

> A parcel of land located in Lot 6 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:
>
> Commencing at the Southeast corner of Lot 2 of Plaza Hills Plat 7; thence S70°01'05"E, 94.49 feet to the Northeasterly corner of Lot 22 of Plaza Hills Plat 5; thence continuing S70°01'05"E, 92.05 feet along the Northerly line of Lot 23 of said Plaza Hills Plat 5 to the Northeasterly corner thereof and also being the point of beginning; thence N20°00'22"E, 32.97 feet; thence S70°01'05"E, 137.09 feet; thence S20°02'06"W, 32.97 feet to the North line of said Plaza Hills Plat 5; thence N70°01'05"W, 137.07 feet along said North line to the point of beginning

YOU ARE FURTHER NOTIFIED, that a Public Hearing will be held in the City Council Chambers, City Council Chambers, 1133 66th Street, Windsor Heights, Iowa, at the City Council Meeting on May 19, 2025 at 6:00 p.m. or soon thereafter, at which time the Council will hear comments for and against the proposal from any interested party. You have a right to attend and express your views on this proposal. If you are unable to attend, you may submit your written comments addressed to the City Clerk, City Council Chambers, 1145 66th Street, Suite 1, Windsor Heights, Iowa. Your written comments must be received no later than 4:00 p.m. on the 19th day of May, 2025. At the conclusion of the Public Hearing, the Council will consider vacating the above-described property.

PURCHASE AGREEMENT

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

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

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

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

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

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

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

SECTION 4. CONVEYANCE OF PROPERTY.

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

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

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

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

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

b) Utility Easement across land in Lot 24 of Plaza Hills Plat 5.

c) Easement shall be signed and recorded as part of the closing of this transaction.

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

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

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

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

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

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

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

(SEAL) **CITY OF WINDSOR HEIGHTS IOWA**

By: _____
Mike Jones, Mayor

ATTEST:

_____
Adam Strait, City Clerk

BUYER:

By:

_____

Zane Muntz

By:

_____

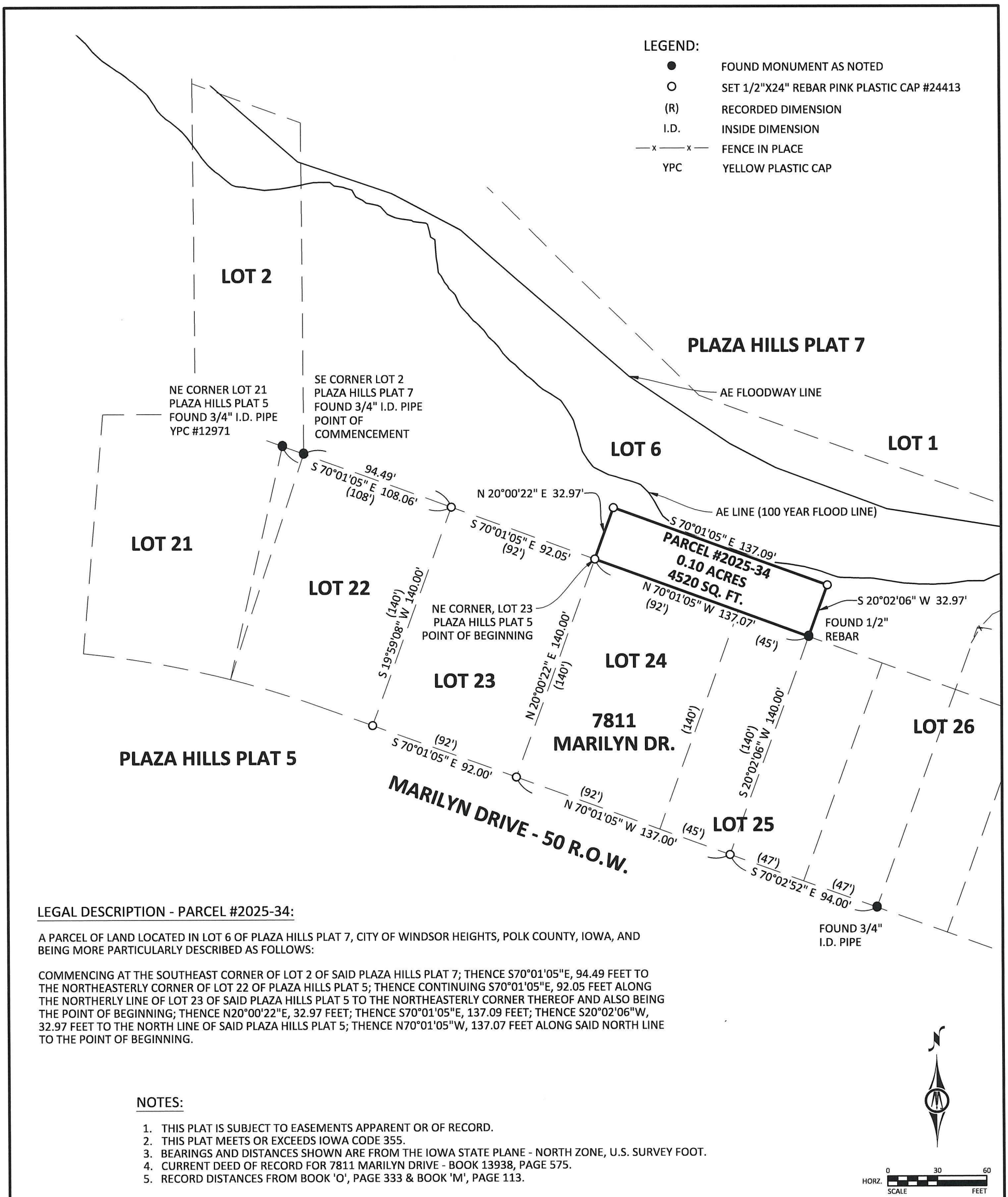
Suzanne Muntz

EXHIBIT A

[insert Plat of Survey]

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

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - PARCEL #2025-34:

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

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PLAZA HILLS PLAT 7; THENCE S70°01'05"E, 94.49 FEET TO THE NORTHEASTERLY CORNER OF LOT 22 OF PLAZA HILLS PLAT 5; THENCE CONTINUING S70°01'05"E, 92.05 FEET ALONG THE NORTHERLY LINE OF LOT 23 OF SAID PLAZA HILLS PLAT 5 TO THE NORTHEASTERLY CORNER THEREOF AND ALSO BEING THE POINT OF BEGINNING; THENCE N20°00'22"E, 32.97 FEET; THENCE S70°01'05"E, 137.09 FEET; THENCE S20°02'06"W, 32.97 FEET TO THE NORTH LINE OF SAID PLAZA HILLS PLAT 5; THENCE N70°01'05"W, 137.07 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

NOTES:

1. THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
2. THIS PLAT MEETS OR EXCEEDS IOWA CODE 355.
3. BEARINGS AND DISTANCES SHOWN ARE FROM THE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
4. CURRENT DEED OF RECORD FOR 7811 MARILYN DRIVE - BOOK 13938, PAGE 575.
5. RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113.

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

PLAT OF SURVEY - PARCEL #2025-34

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

BOLTON & MENK

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

SHEET 1 OF 1

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H:\WINDSORH_CI_IA\A13113231_2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\FIGR - 113231 - PLAT 7811.DWG 4/30/2025 8:35 AM

JOB NUMBER: A13.113231

EXHIBIT B

[INSERT Utility Easement and Creek Access Easement Plat]

WHEN RECORDED RETURN TO:
Erin M. Clanton
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

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

PUBLIC UTILITY & CREEK ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

See Attached Utility & Creek Access Easement Plat

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

Public Utility & Creek Access

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of _____, 2025.

By:_____
Zane Muntz

By:_____
Suzanne Muntz

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

_____
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

Signed this _____ day of _____, 2025.

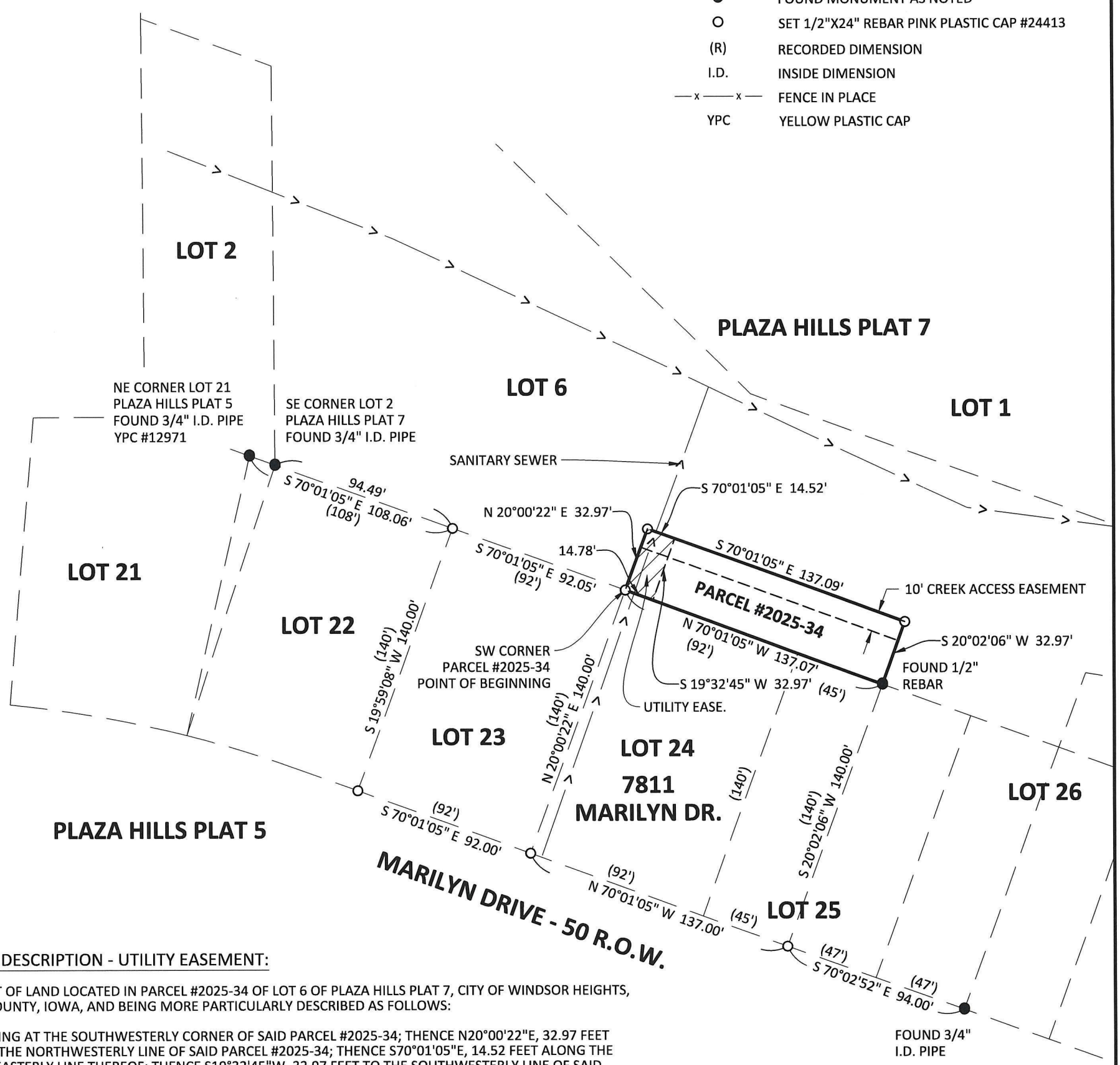
_____
Adam Strait,
City Clerk of the City of Windsor Heights, Iowa

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

FOR RECORDER USE ONLY

LEGEND:

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



LEGAL DESCRIPTION - UTILITY EASEMENT:

A TRACT OF LAND LOCATED IN PARCEL #2025-34 OF LOT 6 OF PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL #2025-34; THENCE N20°00'22"E, 32.97 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL #2025-34; THENCE S70°01'05"E, 14.52 FEET ALONG THE NORTHEASTERLY LINE THEREOF; THENCE S19°32'45"W, 32.97 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL #2025-34; THENCE N70°01'05"W, 14.78 FEET ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 484 SQUARE FEET MORE OR LESS.

LEGAL DESCRIPTION - CREEK ACCESS EASEMENT:

A TRACT OF LAND LOCATED IN PARCEL #2025-34 OF LOT 6 OF PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 10 FEET OF SAID PARCEL #2025-34.

SAID EASEMENT CONTAINS 1,371 SQUARE FEET MORE OR LESS.

NOTES:

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

HORZ. SCALE 0 30 60 FEET

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

Luke Ahrens

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

UTILITY EASEMENT & CREEK ACCESS EASEMENT PLAT

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

BOLTON & MENK

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

SHEET 1 OF 1

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H:\WINDSORH_CI_IA\A113113231_2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\FIGR - 113231 - EASE 7811 PARCEL 2025-34.DWG 4/30/2025 10:48 AM

JOB NUMBER: A13.113231

EXHIBIT C

[INSERT Utility Easement]

WHEN RECORDED RETURN TO:
Erin M. Clanton
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

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

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

See Attached Utility Easement Plat

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

Public Utility

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of _____, 2025.

By:_____
Zane Muntz

By:_____
Suzanne Muntz

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

_____
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

Signed this _____ day of _____, 2025.

_____
Adam Strait,
City Clerk of the City of Windsor Heights, Iowa

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Resolution No. 2025-34 - A Resolution Setting the Time and Place to Conduct A Public Hearing to Consider the Disposal of City Property

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2025-34 Resolution of Intent and Setting PH-7817-
2. 25.04 Purchase Agreement-7817 Marilyn

RESOLUTION NO. 2025-34

A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC HEARING TO CONSIDER THE DISPOSAL OF CITY PROPERTY

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

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

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

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

(The "Property").

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

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

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

1. The Council desires to dispose of the property described herein to Michael and Barbara Grossman, pursuant to the Purchase Agreement attached hereto as Attachment B.
2. The Council shall make a final determination on the proposal following a public hearing, which shall be held on May 19, 2025 at 6:00 p.m. or soon thereafter, in the City Council Chambers, 1133 66th Street, Windsor Heights, Iowa.
3. Pursuant to Iowa Code 364.7 the City Clerk is hereby directed to publish the proper notice of the public hearing with correct legal description and the proposed property disposal, as set forth in Attachment C, attached hereto.

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 5th day of May, 2025.

_____
Mike Jones, Mayor

Attest:

_____
Adam Strait, City Clerk

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

(2024/2025) be adopted.

AYES: _
NAYS: _
ABSENT: _

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. __ (2024/2025) at the regular Council Meeting of the City of Windsor Heights, Iowa, held on the 5th day of May, 2025.

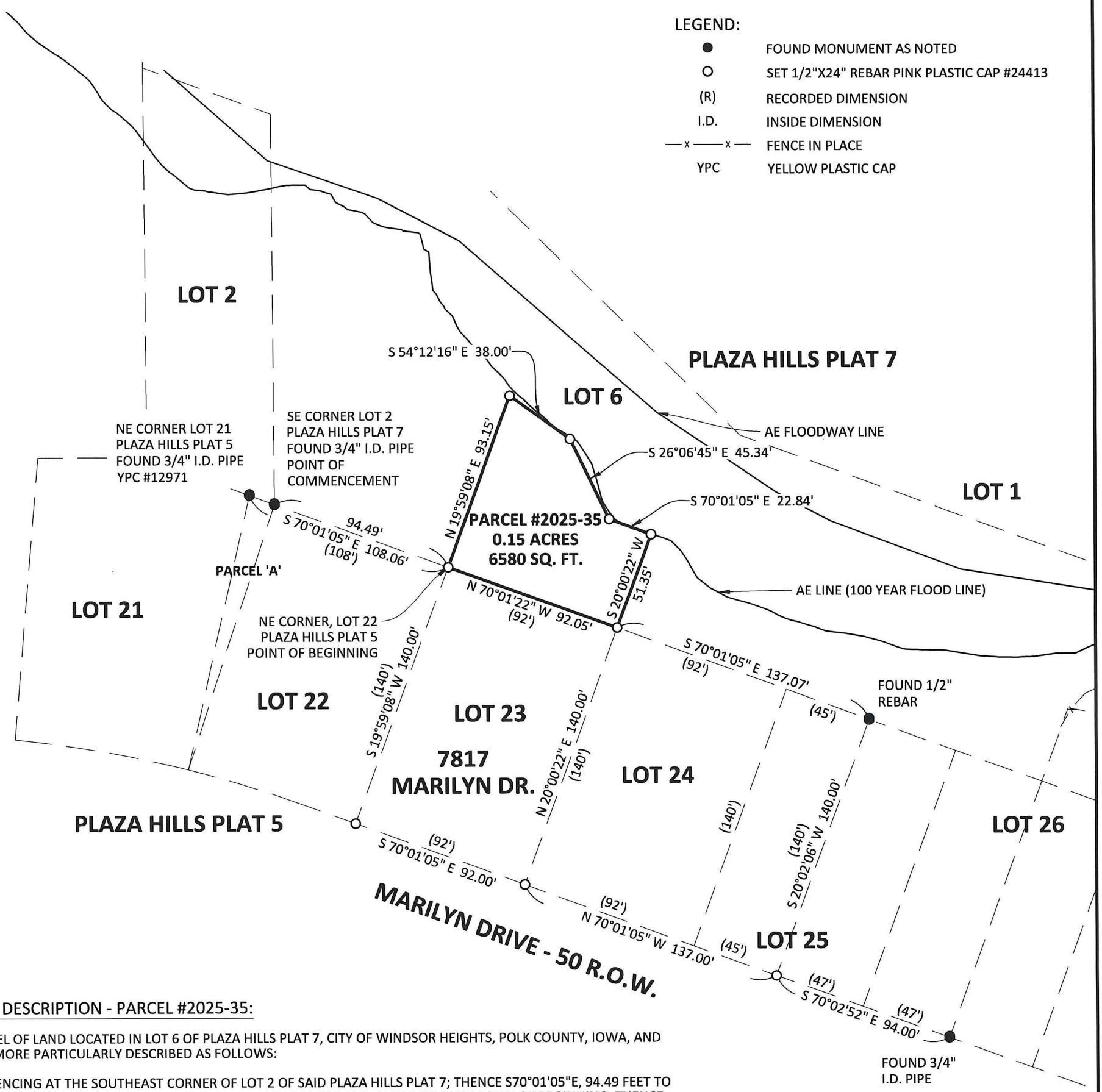
_____
Adam Strait, City Clerk

ATTACHMENT A

[Plat of Survey]

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

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - PARCEL #2025-35:

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

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PLAZA HILLS PLAT 7; THENCE S70°01'05"E, 94.49 FEET TO THE NORTHEASTERLY CORNER OF LOT 22 OF PLAZA HILLS PLAT 5 AND ALSO BEING THE POINT OF BEGINNING; THENCE N19°59'08"E, 93.15 FEET; THENCE S54°12'16"E, 38.00 FEET; THENCE S26°06'45"E, 45.34 FEET; THENCE S70°01'05"E, 22.84 FEET; THENCE S20°00'22"W, 51.35 FEET TO THE NORTHEAST CORNER OF LOT 23 OF PLAZA HILLS PLAT 5; THENCE N70°01'22"W, 92.05 FEET ALONG THE NORTHERLY LINE OF SAID LOT 23 TO THE POINT OF BEGINNING.

NOTES:

1. THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
2. THIS PLAT MEETS OR EXCEEDS IOWA CODE 355.
3. BEARINGS AND DISTANCES SHOWN ARE FROM THE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
4. CURRENT DEED OF RECORD FOR 7817 MARILYN DRIVE - BOOK 7857, PAGE 439.
5. RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113.

HORZ. 0 30 60 SCALE FEET

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

Luke Ahrens 1

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

PLAT OF SURVEY - PARCEL #2025-35

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

BOLTON & MENK

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

SHEET 1 OF 1

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H:\WINDSORH_CI_IA\A13113231_2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\FIGR - 113231 - PLAT 7817.DWG 4/30/2025 8:35 AM

JOB NUMBER: A13.113231

ATTACHMENT B

[Purchase Agreement]

ATTACHMENT C

NOTICE OF PUBLIC HEARING CONCERNING THE DISPOSAL OF CITY PROPERTY

YOU ARE HEREBY NOTIFIED that the City of Windsor Heights, Iowa, proposes to dispose of the following property:

> A parcel of land located in Lot 6 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:
>
> Commencing at the Southeast corner of Lot 2 of Plaza Hills Plat 7; thence S70°01'05"E, 94.49 feet to the Northeasterly corner of Lot 22 of Plaza Hills Plat 5 and also being the point of beginning; thence N19°59'08"E, 93.15 feet; thence S54°12'16"E, 38.00 feet; thence S26°06'45"E, 45.34 feet; thence S70°01'05"E, 22.84 feet; thence S20°00'22"W, 51.35 feet to the Northeast corner of said Lot 23 of Plaza Hills Plat 5; thence N70°01'22"W, 92.05 feet along the Northerly line of said Lot 23 to the point of beginning

YOU ARE FURTHER NOTIFIED, that a Public Hearing will be held in the City Council Chambers, City Council Chambers, 1133 66th Street, Windsor Heights, Iowa, at the City Council Meeting on May 19, 2025 at 6:00 p.m. or soon thereafter, at which time the Council will hear comments for and against the proposal from any interested party. You have a right to attend and express your views on this proposal. If you are unable to attend, you may submit your written comments addressed to the City Clerk, City Council Chambers, 1145 66th Street, Suite 1, Windsor Heights, Iowa. Your written comments must be received no later than 4:00 p.m. on the 19th day of May, 2025. At the conclusion of the Public Hearing, the Council will consider vacating the above-described property.

PURCHASE AGREEMENT

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

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

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

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

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

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

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

SECTION 4. CONVEYANCE OF PROPERTY.

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

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

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

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

a) Utility Easement and Creek Access Easement across Parcel #2025-35 of Lot 6, Plaza Hills Plat 7, as described in the attached Exhibit B (Utility Easement and Creek Access Easement Plat).

b) Easement shall be signed and recorded as part of the closing of this transaction.

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

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

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

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

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

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

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

(SEAL) **CITY OF WINDSOR HEIGHTS IOWA**

By: _____
Mike Jones, Mayor

ATTEST: _____
Adam Strait, City Clerk

BUYER:

By:

_____

Michael Grossman

By:

_____

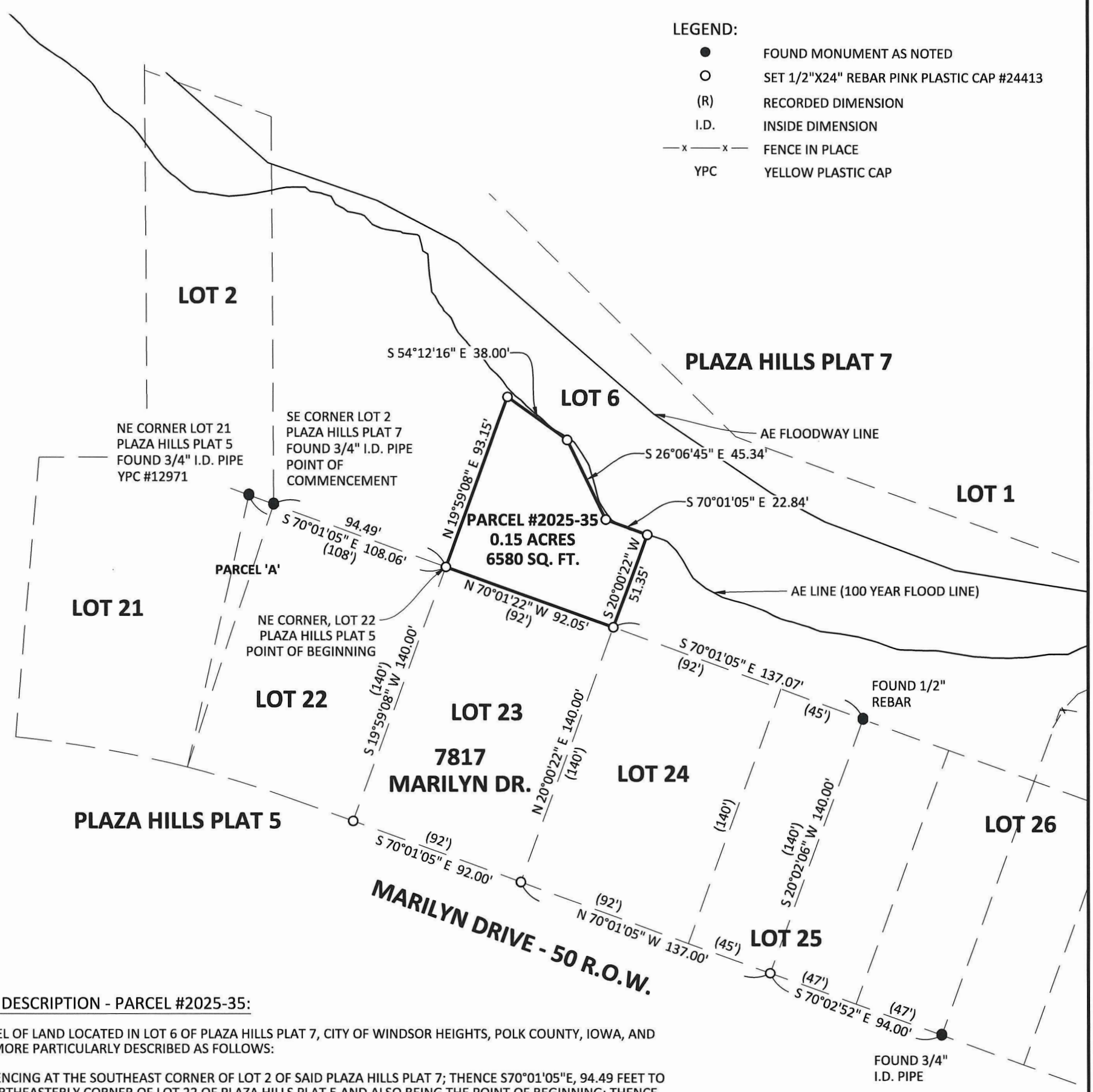
Barbara Grossman

EXHIBIT A

[insert Plat of Survey]

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

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - PARCEL #2025-35:

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

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PLAZA HILLS PLAT 7; THENCE S70°01'05"E, 94.49 FEET TO THE NORTHEASTERLY CORNER OF LOT 22 OF PLAZA HILLS PLAT 5 AND ALSO BEING THE POINT OF BEGINNING; THENCE N19°59'08"E, 93.15 FEET; THENCE S54°12'16"E, 38.00 FEET; THENCE S26°06'45"E, 45.34 FEET; THENCE S70°01'05"E, 22.84 FEET; THENCE S20°00'22"W, 51.35 FEET TO THE NORTHEAST CORNER OF LOT 23 OF PLAZA HILLS PLAT 5; THENCE N70°01'22"W, 92.05 FEET ALONG THE NORTHERLY LINE OF SAID LOT 23 TO THE POINT OF BEGINNING.

NOTES:

1. THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
2. THIS PLAT MEETS OR EXCEEDS IOWA CODE 355.
3. BEARINGS AND DISTANCES SHOWN ARE FROM THE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
4. CURRENT DEED OF RECORD FOR 7817 MARILYN DRIVE - BOOK 7857, PAGE 439.
5. RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113.

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

Luke Ahrens 1

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-08-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

PLAT OF SURVEY - PARCEL #2025-35

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

BOLTON & MENK

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

SHEET 1 OF 1

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H:\WINDSORH_CI_IA\A13113231_2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\FIGR - 113231 - PLAT 7817.DWG 4/30/2025 8:35 AM

JOB NUMBER: A13.113231

EXHIBIT B

[INSERT Utility Easement and Creek Access Easement Plat]

WHEN RECORDED RETURN TO:
Erin M. Clanton
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

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

PUBLIC UTILITY & CREEK ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

See Attached Utility & Creek Access Easement Plat

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

Public Utility & Creek Access

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of _____, 2025.

By:_____
Michael Grossman

By:_____
Barbara Grossman

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

_____
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

Signed this _____ day of _____, 2025.

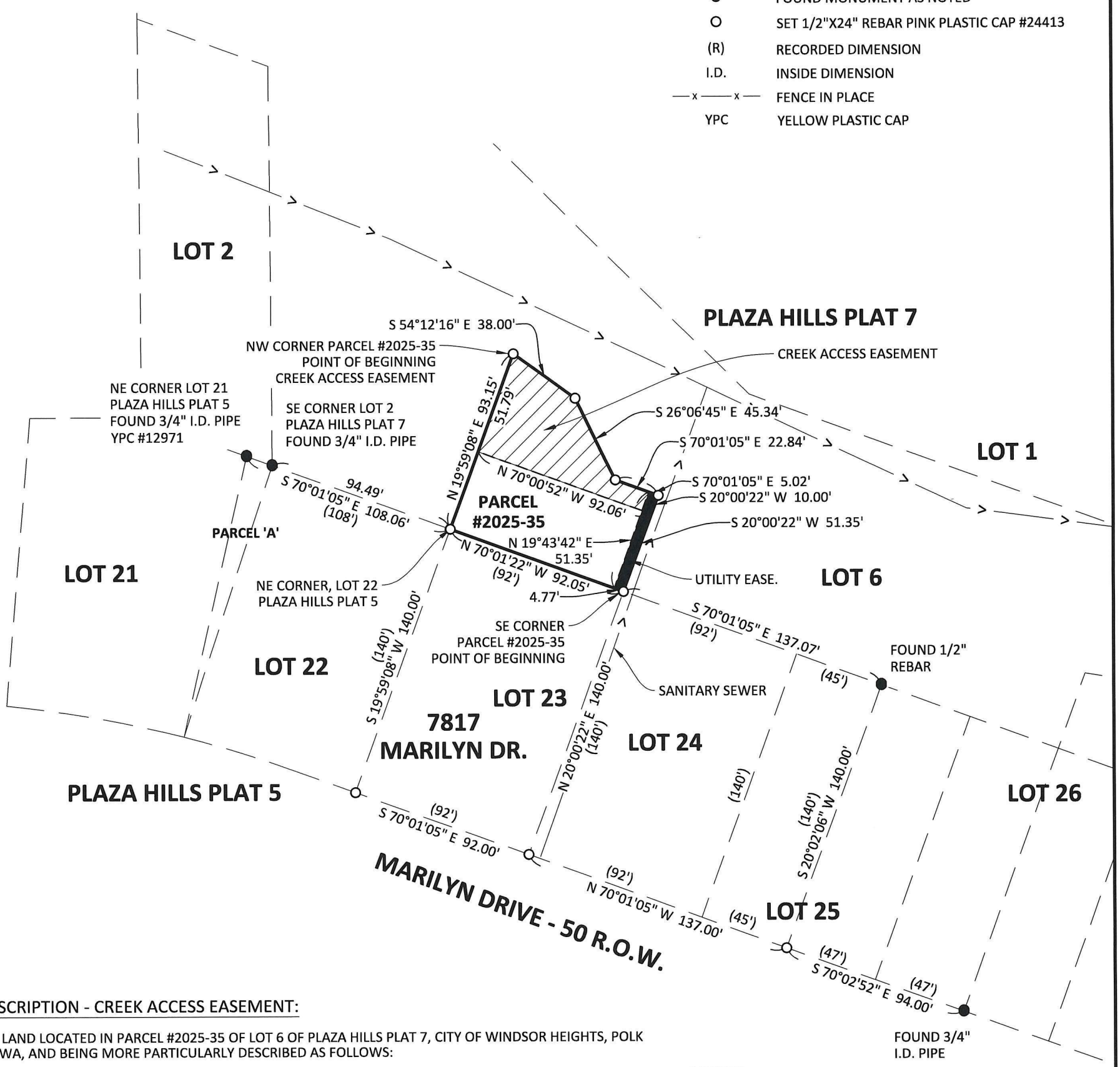
_____
Adam Strait,
City Clerk of the City of Windsor Heights, Iowa

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

FOR RECORDER USE ONLY

LEGEND:

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



LEGAL DESCRIPTION - CREEK ACCESS EASEMENT:

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

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

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

LEGAL DESCRIPTION - UTILITY EASEMENT:

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

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

SAID EASEMENT CONTAINS 252 SQUARE FEET MORE OR LESS.

NOTES:

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

N

HORZ. 0 30 60 SCALE FEET

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

UTILITY EASEMENT & CREEK ACCESS EASEMENT PLAT

PART OF PARCEL #2025-35 OF LOT 6, PLAZA HILLS PLAT 7, WINDSOR HEIGHTS, POLK COUNTY, IA

BOLTON & MENK

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

SHEET 1 OF 1

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H:\WINDSORH_CI_IA\A13113231_2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\FIGR - 113231 - EASE 7817 PARCEL 2025-35.DWG 4/30/2025 10:50 AM

JOB NUMBER: A13.113231

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Resolution No. 2025-35 - A Resolution Setting the Time and Place to Conduct A Public Hearing to Consider the Disposal of City Property

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2025-35 Resolution of Intent and Setting PH-7901-
2. 25.04 Purchase Agreement-7901 Marilyn

RESOLUTION NO. 2025-35

A RESOLUTION SETTING THE TIME AND PLACE TO CONDUCT A PUBLIC HEARING TO CONSIDER THE DISPOSAL OF CITY PROPERTY

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

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

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

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

(The "Property").

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

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

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

1. The Council desires to dispose of the property described herein to Emily and Matthew Hoch, pursuant to the Purchase Agreement attached hereto as Attachment B.
2. The Council shall make a final determination on the proposal following a public hearing, which shall be held on May 19, 2025 at 6:00 p.m. or soon thereafter, in the City Council Chambers, 1133 66th Street, Windsor Heights, Iowa.
3. Pursuant to Iowa Code 364.7 the City Clerk is hereby directed to publish the proper notice of the public hearing with correct legal description and the proposed property disposal, as set forth in Attachment C, attached hereto.

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 5th day of May, 2025.

_____
Mike Jones, Mayor

Attest:

_____
Adam Strait, City Clerk

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

(2024/2025) be adopted.

AYES: _
NAYS: _
ABSENT: _

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. __ (2024/2025) at the regular Council Meeting of the City of Windsor Heights, Iowa, held on the 5th day of May, 2025.

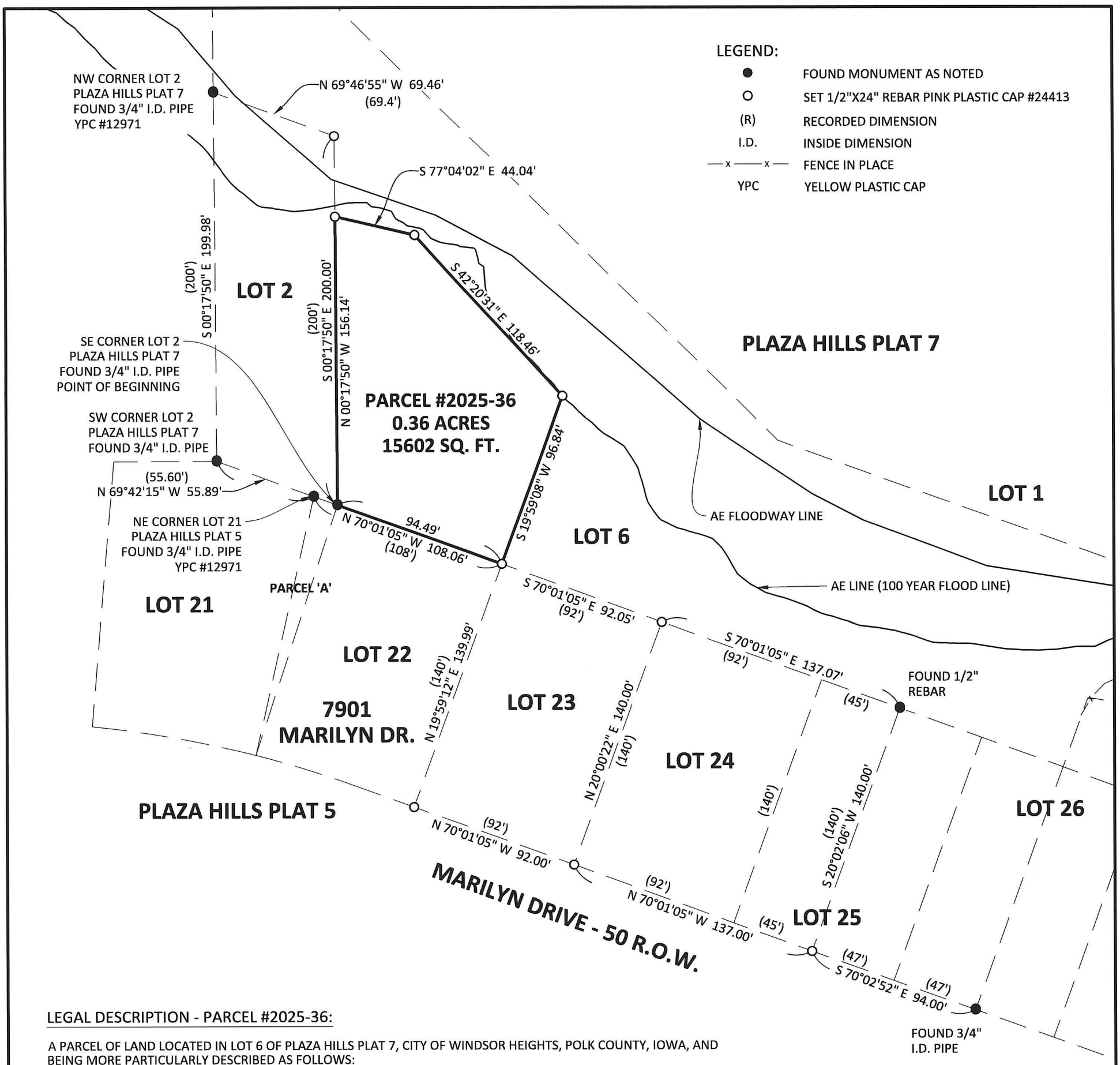
_____
Adam Strait, City Clerk

ATTACHMENT A

[Plat of Survey]

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

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - PARCEL #2025-36:

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PLAZA HILLS PLAT 7; THENCE N00°17'50"W, 156.14 FEET ALONG THE EAST LINE OF SAID LOT 2; THENCE S77°04'02"E, 44.04 FEET; THENCE S42°20'31"E, 118.46 FEET; THENCE S19°59'08"W, 96.84 FEET TO THE NORTHEAST CORNER OF LOT 22 OF PLAZA HILLS PLAT 5; THENCE N70°01'05"W, 108.06 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
2. THIS PLAT MEETS OR EXCEEDS IOWA CODE 355.
3. BEARINGS AND DISTANCES SHOWN ARE FROM THE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
4. CURRENT DEED OF RECORD FOR 7901 MARILYN DRIVE - BOOK 17190, PAGE 788.
5. RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113 & BOOK 13666, PAGE 691 & BOOK 13394, PAGE 460.

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS 24413
IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

PLAT OF SURVEY - PARCEL #2025-36

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

BOLTON & MENK

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

SHEET 1 OF 1

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JOB NUMBER: A13.113231

ATTACHMENT B

[Purchase Agreement]

ATTACHMENT C

NOTICE OF PUBLIC HEARING CONCERNING THE DISPOSAL OF CITY PROPERTY

YOU ARE HEREBY NOTIFIED that the City of Windsor Heights, Iowa, proposes to dispose of the following property:

> A parcel of land located in Lot 6 of Plaza Hills Plat 7, City of Windsor Heights, Polk County, Iowa and being more particularly described as follows:
>
> Beginning at the Southeast corner of Lot 2 of said Plaza Hills Plat 7; thence N00°17'50"W, 156.14 feet along the East line of said Lot 2; thence S77°04'02"E, 44.04 feet; thence S42°20'31"E, 118.46 feet; thence S19°59'08"W, 96.84 feet to the Northeast corner of Lot 22 of Plaza Hills Plat 5; thence N70°01'05"W, 108.06 feet to the point of beginning

YOU ARE FURTHER NOTIFIED, that a Public Hearing will be held in the City Council Chambers, City Council Chambers, 1133 66th Street, Windsor Heights, Iowa, at the City Council Meeting on May 19, 2025 at 6:00 p.m. or soon thereafter, at which time the Council will hear comments for and against the proposal from any interested party. You have a right to attend and express your views on this proposal. If you are unable to attend, you may submit your written comments addressed to the City Clerk, City Council Chambers, 1145 66th Street, Suite 1, Windsor Heights, Iowa. Your written comments must be received no later than 4:00 p.m. on the 19th day of May, 2025. At the conclusion of the Public Hearing, the Council will consider vacating the above-described property.

PURCHASE AGREEMENT

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

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

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

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

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

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

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

SECTION 4. CONVEYANCE OF PROPERTY.

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

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

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

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

a) Utility Easement and Creek Access Easement across part of Parcel #2025-36 of Lot 6, Plaza Hills Plat 7, as described in the attached Exhibit B (Utility Easement and Creek Access Easement Plat).

b) Easement shall be signed and recorded as part of the closing of this transaction.

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

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

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

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

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

SECTION 11. INDEMNIFICATION. Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a

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

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

(SEAL) **CITY OF WINDSOR HEIGHTS IOWA**

By: _____
Mike Jones, Mayor

ATTEST: _____
Adam Strait, City Clerk

BUYER:

By:

_____

Emily Hoch

By:

_____

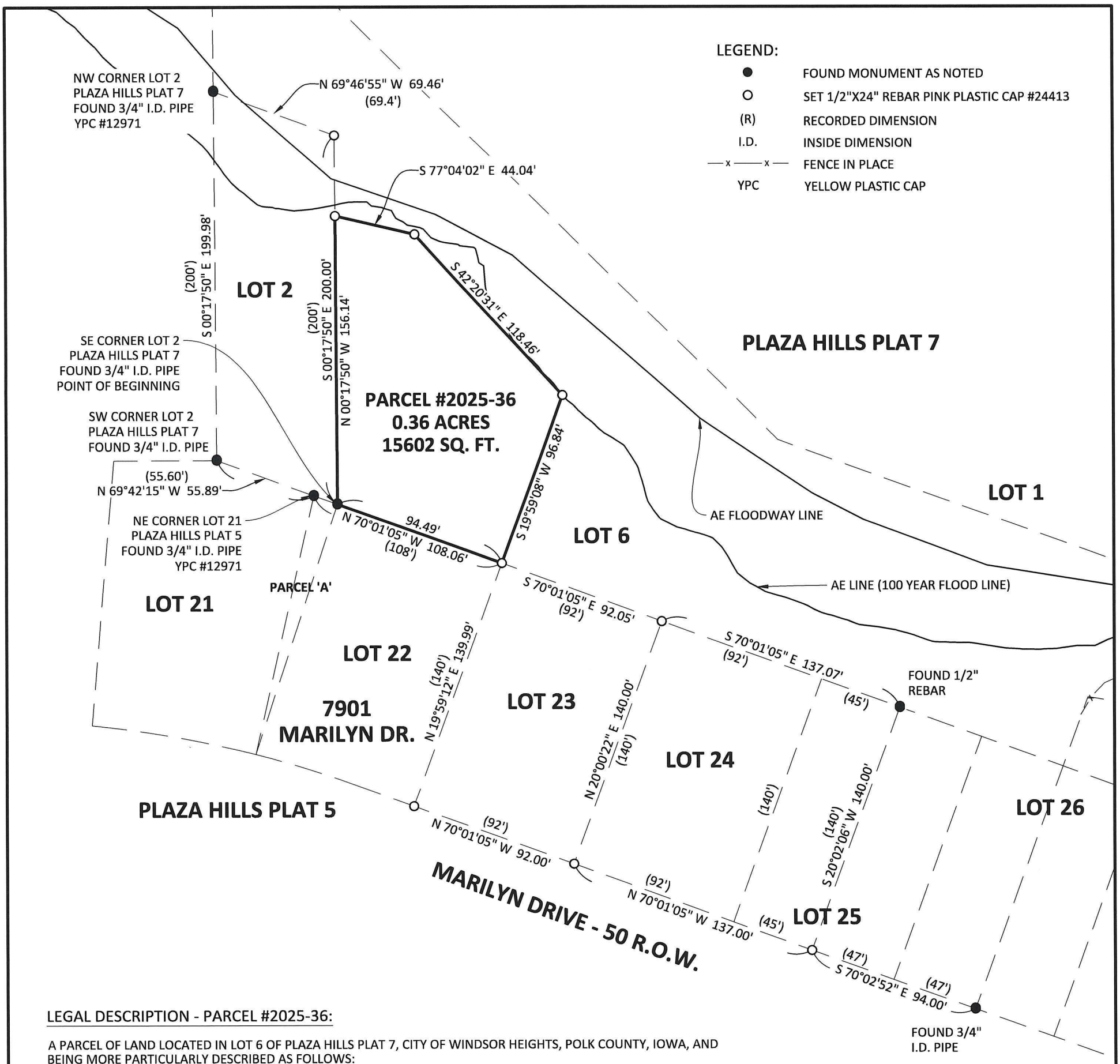
Matthew Hoch

EXHIBIT A

[insert Plat of Survey]

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

FOR RECORDER USE ONLY



LEGEND:

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

LEGAL DESCRIPTION - PARCEL #2025-36:

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PLAZA HILLS PLAT 7; THENCE N00°17'50"W, 156.14 FEET ALONG THE EAST LINE OF SAID LOT 2; THENCE S77°04'02"E, 44.04 FEET; THENCE S42°20'31"E, 118.46 FEET; THENCE S19°59'08"W, 96.84 FEET TO THE NORTHEAST CORNER OF LOT 22 OF PLAZA HILLS PLAT 5; THENCE N70°01'05"W, 108.06 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
2. THIS PLAT MEETS OR EXCEEDS IOWA CODE 355.
3. BEARINGS AND DISTANCES SHOWN ARE FROM THE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
4. CURRENT DEED OF RECORD FOR 7901 MARILYN DRIVE - BOOK 17190, PAGE 788.
5. RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113 & BOOK 13666, PAGE 691 & BOOK 13394, PAGE 460.

HORZ. SCALE 0 30 60 FEET

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

PLAT OF SURVEY - PARCEL #2025-36

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

BOLTON & MENK

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

SHEET 1 OF 1

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JOB NUMBER: A13.113231

EXHIBIT B

[INSERT Utility Easement and Creek Access Easement Plat]

WHEN RECORDED RETURN TO:
Erin M. Clanton
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

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

PUBLIC UTILITY & CREEK ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

See Attached Utility & Creek Access Easement Plat

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

Public Utility & Creek Access

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of _____, 2025.

By:_____
Emily Hoch

By:_____
Matthew Hoch

STATE OF IOWA)
) ss:
COUNTY OF POLK)

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

_____
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

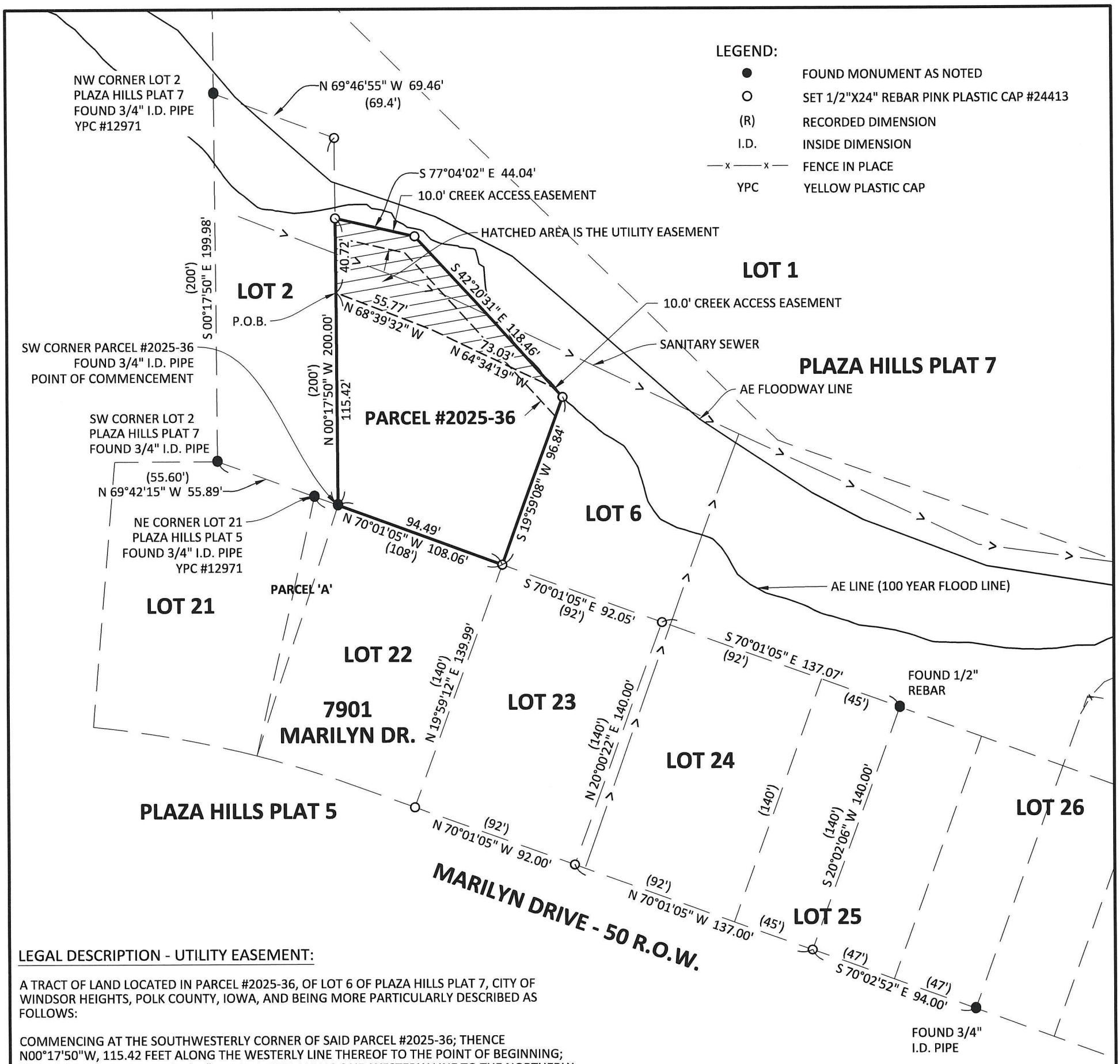
I, Adam Strait, City Clerk of the City of Windsor Heights City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 2025, and this certificate is made pursuant to authority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

Signed this _____ day of _____, 2025.

_____
Adam Strait,
City Clerk of the City of Windsor Heights, Iowa

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

FOR RECORDER USE ONLY



LEGAL DESCRIPTION - UTILITY EASEMENT:

A TRACT OF LAND LOCATED IN PARCEL #2025-36, OF LOT 6 OF PLAZA HILLS PLAT 7, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL #2025-36; THENCE N00°17'50"W, 115.42 FEET ALONG THE WESTERLY LINE THEREOF TO THE POINT OF BEGINNING; THENCE CONTINUING N00°17'50"W, 40.72 FEET ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE THEREOF; THENCE S77°04'02"E, 44.04 FEET ALONG THE NORTHERLY LINE THEREOF; THENCE S42°20'31"E, 118.46 FEET ALONG THE NORTHEASTERLY LINE THEREOF; THENCE N64°34'19"W, 73.03 FEET; THENCE N68°39'32"W, 55.77 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3,650 SQUARE FEET MORE OR LESS.

LEGAL DESCRIPTION - CREEK ACCESS EASEMENT:

A TRACT OF LAND LOCATED IN PARCEL #2025-36, OF LOT 6 OF PLAZA HILLS PLAT 6, CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 10 FEET AND ALSO THE NORTHEASTERLY 10 FEET OF SAID PARCEL #2025-36.

SAID EASEMENT CONTAINS 1,609 SQUARE FEET MORE OR LESS.

NOTES:

1. BEARINGS AND DISTANCES SHOWN ARE IOWA STATE PLANE - NORTH ZONE, U.S. SURVEY FOOT.
2. RECORD DISTANCES FROM BOOK 'O', PAGE 333 & BOOK 'M', PAGE 113 & BOOK 13666, PAGE 691 & BOOK 13394, PAGE 460.

HORZ. SCALE 0 30 60 FEET

LICENSED PROFESSIONAL LAND SURVEYOR
LUKE D. AHRENS
24413
IOWA

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

LUKE D. AHRENS L.S.

LICENSE NUMBER 24413 DATE: 2025-04-30

MY LICENSE RENEWAL DATE IS 12/31/2025

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

UTILITY EASEMENT & CREEK ACCESS EASEMENT PLAT

PART OF PARCEL #2025-36 OF LOT 6, PLAZA HILLS PLAT 7, WINDSOR HEIGHTS, POLK COUNTY, IA

BOLTON & MENK

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

SHEET 1 OF 1

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JOB NUMBER: A13.113231

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Andy Larson

SUBJECT: Approve Public Works Facility Structural Column Repair

GENERAL INFORMATION

On Tuesday March 11, 2025, Public Works staff identified a structural gravity column of the Public Works Maintenance Building had shifted due to severe deterioration at the base of the pole. Staff quickly isolated the area and reinforced the column to keep further movement from taking place. Staff directed Public Works personnel to stay clear of the immediate area due to safety concerns posed to staff and equipment. Public Works sought professional guidance from IMEG Engineering who in collaboration with OPN Architects and the DCI Group had just completed a facility conditions assessment of all City owned facilities. The assessment was geared more towards space use conditions, but it was noted as part of the report that some bollards and other floor mounted ferrous metals are showing signs of rust at the base. IMEG put staff in touch with Keen Project Solutions who was capable of performing the repair work necessary to restore the structural integrity of the column.

Due to the safety factor the column defect presented to staff, facilities and equipment, Public Works Management acted under the Emergency Exemption portion of the Council Adopted Purchasing Policy and Procedures Manual. It was determined by the Public Works Director that this situation encompassed all four provisions within the Emergency Exemptions Clause. The Emergency Exemptions Section is listed below for your reference.

9. EMERGENCY EXEMPTIONS

This policy may be circumvented if a situation arises that meets any of the following emerg ency procurement conditions:

1. **the situation threatens public health, welfare, or safety; or**
2. **there is a need to protect the health, welfare or safety of persons occupying or visitin g a public improvement or property located adjacent to the public improvement; or**

3. **the department must act to preserve critical services or programs; or**
4. **the need is a result of events or circumstances not reasonably foreseea ble.**

If any of these situations occur, purchases of emergency need items may be made without the process and approvals required by this policy. Staff shall still be responsible to undertake due diligence regarding pricing and quality of services when acting under an emergency exemption. At the conclusion of the situation, formal documentation will be required by staff participating in the event to outline the occurrence, and justify the expenditures made under the emergency exemption. These exemptions will be submitted to the City Administrator and if costs exceed $15,000, to City Council for approval.

The proposal submitted to the City from Keen Project Solutions for the structural column repair came in at $14,867.00. Services provided by IMEG for the prescribed column repair and future protection of the column totaled $4,000.00. The total repair cost of the structural column is $18,867.00. The repair to the column was made on April 18th, April 19 and April 21st, 2025.

Prior to this situation in March, all other bollards and columns had been cleaned, rust removed and repainted with industrial paint. This particular column was not treated in the same manner due to the extent of the rust. The deterioration warranted further attention, and a more permanent repair be made. The column shifting happened prior to any planned action taking place.

It is the recommendation of the Director of Public Works for the City Council to approve the cost of making the emergency repairs to a structural column located in the Maintenance Facility. The cost of the repair will be paid for with Reserve Street Funds on a Public Works Building Capital Project line.

ATTACHMENTS

None

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Discussion On Potential Lease of 1151 65th St.

GENERAL INFORMATION

Background
Administration and Mayor Jones have engaged in discussions with Katario Patton of Central Iowa Shelter and Services (CISS) regarding the potential use of the recently acquired city duplex at 1151 65th St. for a Shared Housing Initiative. A summary of the proposed program and preliminary tenant rules is attached for review. This initiative would represent CISS's first effort in operating a shared housing model, building upon the organization's existing services.

Representatives from CISS are scheduled to attend the City Council meeting to provide additional information and address any questions.

Term Sheet Overview
Administration has outlined the following terms for CISS's use of the property:

- **Lease Term**: Initial two-year lease, extendable by mutual agreement.
- **Lease Rate**: $1
- **Property Maintenance, Utilities & Repairs**: Full responsibility of the lessee.
- **Rental Certificate**: Lessee must maintain an active rental certificate.
- **Property Taxes**: The property remains tax-exempt.
- **Occupancy Restrictions**:
    - Maximum occupancy of five individuals for the entire building.
    - Individuals listed on the sex offender registry are ineligible for tenancy.
    - The City retains authority to require the removal of tenants for disruptive behavior, with the lessee obligated to vacate tenants within the legally permissible timeframe upon City request.

Property Status
City staff have been monitoring and maintaining the property; no outreach has been made yet to

neighboring property owners regarding future use. The duplex remains in a serviceable condition but will require some investment for continued occupancy. Nearby properties include presumed owner-occupied homes to the north and east, with a duplex located to the south.

Alternative Considerations
In addition to discussions with CISS, Administration has reached out to other organizations for potential uses of the property. At present, the only other potential use identified is another shared housing initiative.

Should the City Council choose not to pursue the lease with CISS, other options include:

- Continuing to seek alternative tenants.
- Proceeding with demolition of the property, which is estimated to cost between $15,000 and $25,000, contingent upon any necessary asbestos remediation.

Staff Recommendation
Administration recommends moving forward with setting a public hearing to enter into a lease agreement with CISS for the proposed shared housing initiative. This use addresses a need for transitional housing within the metro. While the use has the potential to raise some neighborhood concerns, WH Police are already familiar with the property and would continue monitoring it, the agreement also maintains a level of oversight regarding tenant behavior in addition to CISS's enforcement of program and house rules.

Should the property become a source of ongoing issues, the City would retain the ability to terminate the arrangement after two years and move toward demolition or other use.

Administration seeks City Council's direction on whether to proceed with the proposed lease agreement or pursue alternative options.

ATTACHMENTS
1. Share Housing Intiative Information
2. Furgeson House Rules and Expectations

The Shared Housing Initiative addresses the affordable housing crisis in Polk County, Iowa, by providing stable, supportive housing for individuals earning at or below 50% of the area median income. Our shared housing model increases capacity and affordability while fostering a sense of community. Each unit in our duplex consists of a one-bedroom apartment shared by two tenants, offering furnished living spaces, high-speed internet, and access to essential resources.

Mission & Vision

- Mission: To provide housing solutions for individuals overcoming barriers to stability, with a focus on community support and personal growth.
- Vision: A sustainable model that empowers residents to secure employment and transition to long-term stability.

Eligibility & Target Population

- Individuals recently released from incarceration.
- Those experiencing homelessness and seeking stability.
- Applicants must demonstrate commitment to self-sufficiency (individuals on the sex offender registry are ineligible).
- Applicants will be vetted through our Empowerment Command Center to insure the placement is appropriate.

Affordable Rent Model

- Two tenants per unit at $600/month each ($3,600 total monthly revenue for triplex).
- Funding sources include tenant contributions, nonprofit partnerships, and donations.

Support Services & Partnerships

- Case management for housing stability and goal-setting.

- Workforce development, financial literacy, and mental health support.
- Tenants will meet with CISS Growth Financial to secure budget and savings.
- Partnerships with re-entry programs and community organizations.
- Sustainability & Risk Management

- Tenant success plans with regular check-ins.
- Conflict resolution strategies and house agreements.
- Expansion potential for additional units and employment collaborations.

Conclusion

By integrating affordable housing with supportive services, this initiative creates a foundation for individuals to rebuild their lives, secure employment, and reduce recidivism. We welcome collaboration to bring this impactful project to life.

House Rules and Expectations

1.General Conduct:

- Residents must treat staff and fellow residents with respect at all times.
- Violent behavior, threats, harassment, or intimidation will not be tolerated and may result in immediate removal.

2. Drugs, Alcohol, and Weapons:

- The use, possession, or distribution of drugs, alcohol, or any illegal substances is strictly prohibited.
- Weapons of any kind are not allowed on the premises.
- Random room searches may be conducted if there is suspicion of substance abuse or possession of prohibited items.

3. Housekeeping & Room Responsibilities:

- Residents must keep their personal spaces clean and organized.
- Common areas must be maintained and cleaned after use.
- No Personal belongings may be stored in shared spaces.

4. Safety & Security:

- Residents must comply with curfew rules unless otherwise approved.
- Doors must remain locked at all times for security purposes.
- Unauthorized guests are not allowed in the house.

5. Participation In Program Requirements.

- Residents must actively engage in employment, financial planning, and support services as required by the program.
- Attendance at mandatory meetings and check-ins is expected.

6. Visitation Policy:

- Visitors must be pre-approved by management.
- No overnight guests are allowed.
- Visitors must sign in and out at designated areas.

7. Meals & Personal Care Responsibilities:

- Residents are responsible for providing their own meals.
- Shared Kitchen appliances and areas must be cleaned after each use.

8. Consequences for Rule Violations:

- Violations will be recorded in the resident's file.
- A three-strike policy is in place; after three violations, a resident may face eviction.
- Serious violations, such as violence or substance abuse, may result in immediate eviction without prior strikes.

9. Move-In & Move Out Procedures:

- A move-in and move-out inspection must be competed with the House Manager.
- Any damages beyond normal wear and tear will be the resident's financial responsibility.

Signatures:

Resident Name:_____ Date:_____

House Manager:_____ Date:_____

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

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

GENERAL INFORMATION

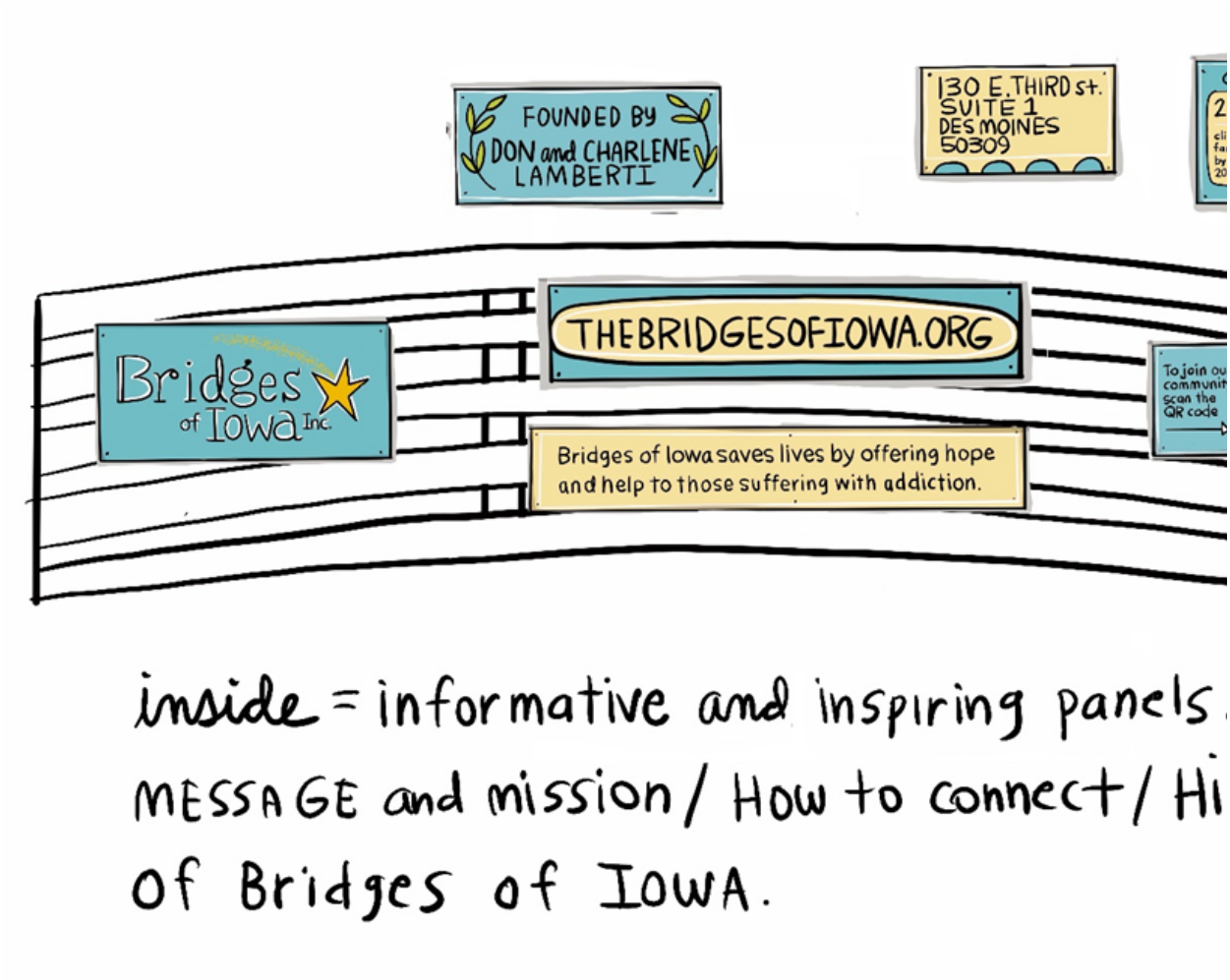
City Staff has been working with Bridges of Iowa on their proposed artistic 25th Anniversary Bridge Project that would replace the existing foot bridge between the parking lots in Colby Park. The proposed bridge would meet ADA requirements and would be intended for installation this summer in time for Bridge's Anniversary. Some examples of planned artwork on the bridge by Amy Putney Koenig of Sticks are included here-in.

Under the terms of the proposed maintenance agreement, construction of the bridge by Bridges of Iowa would be subject to City inspection and the bridge would be maintained and owned by Bridges for four years before becoming the property of the City of Windsor Heights.

BRIDGE
TO A
BETTER
LIFE

HOPE

RECOVERY
BRIDGES
of IOWA



ATTACHMENTS

1. Resolution No. 2025-38 A Resolution Approving a Public Art Agreement with Bridges of Iowa
2. Public Art Maintenance Agreement Final
3. Structural Bridge Design
4. Bridges Of Iowa Information

RESOLUTION 2025-38

A RESOLUTION APPROVING A PUBLIC ART MAINTENANCE AGREEMENT BETWEEN THE CITY OF WINDSOR HEIGHTS AND BRIDGES OF IOWA, INC. FOR INSTALLATION AND MAINTENANCE OF A PUBLIC ART PROJECT IN COLBY PARK

WHEREAS, the City of Windsor Heights ("City") desires to enhance Colby Park through the incorporation of public art as part of the City's commitment to enriching the public space and community experience; and

WHEREAS, Bridges of Iowa, Inc. ("Bridges"), an Iowa nonprofit, has proposed to commemorate its 25th anniversary through the commissioning and installation of a mixed-media sculpture designed by artist Amy Putney Koenig, to be incorporated into a functional pedestrian bridge structure located over the existing bioretention cell at Colby Park (the "Project"); and

WHEREAS, the City and Bridges have negotiated the terms and conditions of a Public Art Maintenance Agreement ("Agreement") to define each party's roles, responsibilities, and obligations in relation to the construction, installation, maintenance, intellectual property, and future ownership of the Project; and

WHEREAS, the City Council finds that approval of this Agreement is in the best interest of the residents of Windsor Heights;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, as follows:

1. **Approval of Agreement.** The City Council hereby approves the Public Art Maintenance Agreement between the City of Windsor Heights and Bridges of Iowa, Inc., attached hereto and incorporated by this reference.
2. **Authorization.** The Mayor and/or City Administrator are hereby authorized and directed to execute said Agreement on behalf of the City and to take such further actions as may be necessary to carry out the intent of this Resolution.
3. **Effective Date.** This Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND APPROVED this 5th day of May, 2025.

_____
Mike Jones, Mayor

ATTEST:

_____
Adam Strait, City Clerk

PUBLIC ART MAINTENANCE AGREEMENT
CITY OF WINDSOR HEIGHTS – BRIDGES OF IOWA, INC.

THIS AGREEMENT is entered into by and between the **CITY OF WINDSOR HEIGHTS**, a municipality of the State of Iowa (hereinafter the "City"), with offices located at 1133 66th Street, Windsor Heights, Iowa, 50324, and **BRIDGES OF IOWA INC.,** (hereinafter "Bridges").

WHEREAS, the City desires to incorporate public art into the landscape and experience offered by Colby Park; and,

WHEREAS, Bridges approached the City about celebrating the addiction treatment program's 25th anniversary with a mixed-media sculpture built on a functional pedestrian base bridge over the existing bioretention cell separating two areas of the Colby Park parking area (the "Project"); and,

WHEREAS, Bridges is working with well-known local artist, Amy Putney Koenig, to design, fabricate, and perform the artwork on the bridge: and,

WHEREAS, the public art, paid for by Bridges, will be located in Colby Park for a term of four (4) years; Bridges agrees to perform general maintenance on the bridge for a term of four (4) years;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties do hereby agree as follows:

ARTICLE I

CONSTRUCTION AND INSTALLATION

1.1 Bridges along with Ms. Putney Koenig will provide sketches to the City for comment and approval as well as a summary of the materials to be used for construction of the structure and the mixed-media art. The City may request changes or modifications to the sketches.

1.2 Bridges is solely responsible for the cost and installation of the bridge including the appropriate footings to ensure the structure, strength and durability of the bridge. Any damage to the existing curb stop will be the responsibility of Bridges and its contractor to repair.

1.3 The City will perform the demolition of the existing structure situated across the bioretention cell and the removal of the resulting debris. The City will waive the cost of building permits associated with the installation.

1.4 The base bridge of the art installation will be installed between July 1 and July 15, 2025. The art application to the bridge by Ms. Putney Koenig will begin after July 15, 2025, and be completed by October 10, 2025.

1.5 The City will block off the public art site with appropriate barricades and restraints to discourage pedestrian and vehicle encroachment during the installation of the base bridge and completion of the artwork.

1.6 Construction of the bridge shall be subject to City inspection. Prior to concrete placement and before installation of any mechanical fasteners of the bridge girders to the installed footings, Bridges shall notify City and City shall inspect any abutments, footings, or other components of the installation. Work shall not continue until the City has given approval for work to progress.

ARTICLE II

MAINTENANCE OF ART INSTALLATION

2.1 Bridges agrees to maintain the aesthetics and structural integrity of the installation with periodic assessments of the condition of the artwork, paying particular attention to fading and chipping of paint and normal wear and tear on the base bridge at their cost. Bridges will notify the City of its findings and perform the items of general maintenance annually according to an agreed upon schedule. This would include but not be limited to power-washing, touch-up painting, and replacing damaged items and fixtures.

2.2 The City has indicated that it intends to resurface the parking lot at a later unspecified date. When such improvement occurs, the City will be responsible for ensuring that the integrity of the bridge as well as the artwork is preserved.

2.3 Should a structural issue arise with the base bridge that is not the result of vandalism, inclement weather or natural disaster (such as tornado, high winds, lightning strike, derecho) or damage caused by a car or truck collision, Bridges will be responsible for the appropriate repairs.

2.4 In the event of an unforeseen event such as vandalism, natural disaster, or vehicular mishap, Bridges will assess the damage and confer with the City as to the best course of action.

ARTICLE III

INTELLECTUAL PROPERTY RIGHTS

3.1 All designs, sketches, models, or other work identified including the base bridge, fabricated artwork and signage shall be the property of Bridges.

3.2 The City may feature the installation in photos, videos and social media posts promoting Colby Park and the City. The City may not fabricate replicas of the installation to sell for profit.

ARTICLE IV

TERM

4.1 The Term of this Agreement is a period of four (4) years from the date of completion of the Project.

4.2 Upon expiration of the term the bridge shall become the sole property and responsibility of the City.

ARTICLE V

INSURANCE AND INDEMNIFICATION

5.1 Bridges will ensure contractor's liability insurance, with coverage to be not less than one million dollars ($1,000,000.00) each occurrence is maintained in full force through construction of the project. Such policy shall be issued by a company as shall be reasonably acceptable to the City to protect the City and Bridges against any liability for injury or damage occurring in the process of constructing the Project. Upon completion of the Project, the bridge will be covered under the City's liability insurance.

5.2 Bridges releases the City from, and covenants and agrees that eth City shall not be liable for, and Bridges shall indemnify and defend the City harmless from any and all losses, claims, damages or expenses in any way connected with the Project.

ARTICLE VI

MISCELLANEOUS

6.1 Assignment. No part of this Agreement may be assigned by any party without the prior written consent of the other party.

6.2 Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless such change is reduced to writing and executed by the parties.

6.3 Governing Law. This Agreement shall be governed by, construed and enforced with the laws of the State of Iowa.

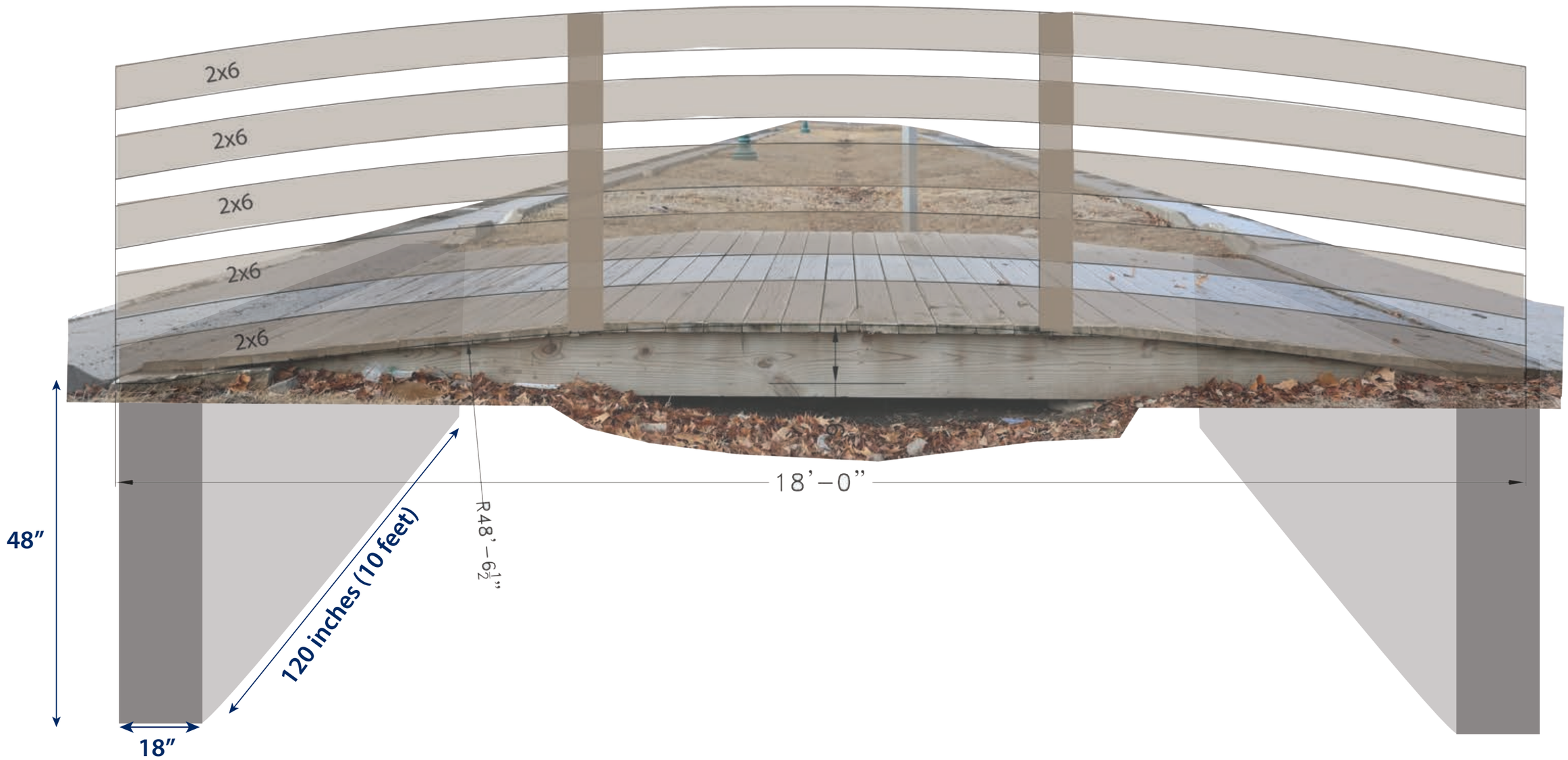
By signing below, both parties agree to the terms and condition outlined in this Agreement.

City of Windsor Heights

By: _____
Title: _____
Date: _____

Bridges of Iowa, Inc.

By: _____
Title: _____
Date: _____



Footings: 18 inches x 120 inches by 48 inches

To: Adam Plagge, City Administrator
Windsor Heights

Fr.: Jamie Buelt and Pat Coughlin, Bridges of Iowa

Re: Colby Park Public Art Installation

October 16, 2024

We thank you for this opportunity to share with you and the City of Windsor Heights our vision for a public art project to be built and placed at Colby Park. We believe the installation can serve as a welcoming feature for the entire park, combining functionality, storytelling and education as well as compelling craftsmanship and artistry.

Background

Bridges of Iowa is a long-term addiction treatment program founded in 2000 by Don and Charlene Lamberti. Dedicated to those without resources or prospects, Bridges has helped thousands of Iowans and their families overcome drug and alcohol addiction and **cross the bridge to a better life.** In 2025, Bridges marks 25 years of changing lives and seeks to commemorate this milestone with a public art installation that celebrates the joy of recovery, honors the vision of our founders, raises awareness in the community, and serves as a touchstone to those in recovery and those who still need help.

Themes and Concepts

Overarching Theme: *"Bridge to a Better Life."* While this phrase signifies the major tenet of the Bridges treatment program, the message of walking across the bridge to play, run, bike, or attend an event, resonates with everyone who comes to Colby Park.

Conceptually Speaking: Our installation will be a welcoming, functional bridge over the bioretention area linking the two northside parking areas of Colby Park. The structure of the bridge is simple, with arched sides. The bridge design becomes the canvas for stories of recovery, which will be orchestrated by Amy Putney Koenig, an artist well-known for her 30-year contribution to Sticks. The bioretention would be returned to native flowers, plants and grasses.

We would add a signature sign about the bridge and accompanying art near the project, similar to the current sign regarding the "bioretention cell." Our sign would include a QR code for more information and how to get help.

The area for the bridge art is shown below.

The graphic below is a placeholder for Amy's vibrant and inspirational design, which will be forthcoming once the location is finalized, and we come to agreement with Windsor Heights and Colby Park public art representatives.

Materials

The size of the bridge is approximately 8 feet by 16 feet. The pedestrian markings extending from the bridge could also be part of the project with complementary pavement mural art. Materials for the project that have been discussed include polymer-treated wood and possibly fabricated metals with painted with images and story lines. All precautions will be taken to ensure durability, and the bridge will meet ADA requirements and codes for structure and safety.

Cost and Maintenance

The full cost of the bridge and art will be provided by Bridges and its funding sources, which includes grants and contributions. Bridges will maintain the bridge for an agreed upon time.

Timeline

- Present concept to Windsor Heights City Council and public art committee.
- Finalize agreement with Windsor Heights by December 31, 2024.
- Announce the project January 2025.
- Unveil the finished project in October 2025 with a public ceremony.

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Discussion on Dissolution of Keep Windsor Heights Beautiful and Reallocation of Existing Funds

GENERAL INFORMATION

Keep Windsor Heights Beautiful (KWHB) has informed staff that, due to limited personnel, they would like to transition to a more informal role under the new name "Friends of Windsor Heights." A core group of members is interested in staying engaged by receiving information about volunteer opportunities throughout the city. They also wish to continue maintaining the planter at 66th Street and University Avenue, as well as the perennial bed surrounding the butterfly sculpture at Colby Park for the time being.

Currently, there are approximately $14,000 in City Certificates of Deposit and checking accounts earmarked under the KWHB line item. While the exact origins of these funds are mixed and date back some time, Administration and KWHB have discussed reallocating these resources. The proposal is to dedicate the funds to an ERP fund focused on Public Art and Beautification initiatives. KWHB has requested that the funds support projects such as:

- Tree planting efforts, including the replanting of 8-9 Norway Spruce trees this fall in the Hickman and Garrison area following the removal of dead and dying trees last year.
- Installation of lighting enhancements along University Avenue.
- Partnerships with local schools to establish an urban mini-forest project.

While beyond tree planting there are no immediate plans for additional University Ave. lighting installation or mini-forest projects, as opportunities arise to partner with the schools or place additional lighting along University Ave. through art or mural installations these funds would be available for use at City Council discretion.

Administration extends its sincere thanks to Celeste Egger, Sandy Dixon, Kay Holden, Dee Williamson, and the many other volunteers who have dedicated their time and effort to

maintaining the beauty of Windsor Heights over the years.

If the City Council is supportive of this direction, a future budget amendment will be presented that would include authorization to the transfer of these funds to and ERP account for the above-mentioned purposes.

ATTACHMENTS

None

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

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

GENERAL INFORMATION

Background

The City of Windsor Heights, along with 16 other Des Moines metro government entities, partners with BRAVO to support the collaboration and coordination of funding among cultural organizations of the Greater Des Moines area. Funding is primarily derived through hotel/motel tax revenues that each community receives in accordance with Chapter 4236A of Code of Iowa.

A 28E Agreement outlines the arranged payment to BRAVO specifies that 2/7ths (approximately 28.57%) of Windsor Heights' collected hotel/motel tax revenue be directed to the BRAVO.

Proposed Amendment

Due to recent changes in Iowa's property tax system, notably the limitations on property tax revenue growth established by House File 718, cities participating in the BRAVO 28E Agreement have been exploring cost-saving measures. As a result, a proposal has been introduced to amend the existing agreements with BRAVO, reducing the allocation from 28.57% to 25% of the collected hotel/motel tax revenue. This adjustment would allow cities to retain a slightly larger share of their hotel/motel tax revenue, providing enhanced flexibility to fund local cultural, economic development, and recreational initiatives while continuing to maintain support for regional cultural efforts through BRAVO.

Fiscal Year 2024 Revenue & Allocation

For Fiscal Year 2024, Windsor Heights collected a total of **$16,326** in hotel/motel tax revenue. Following the terms of the existing 28E Agreement, 2/7ths of this amount — totaling **$4,664** — is allocated to BRAVO. Under the proposed revised 28E, the allocation would total **$4,081**.

Regional and Local Approval
The City of Ankeny approved this revised agreement in April 2025. It is anticipated that the amended agreement will be presented to other participating cities for approval during May and June 2025.

Staff Recommendation
Approve the amended 28E Agreement effective July 1, 2025 to conform with intentions of other participant cities. BRAVO leadership has reviewed Windsor Height's draft amendment and is agreeable and prepared to sign the amendment.

ATTACHMENTS

1. Resolution No. 2025-36 A Resolution Authorizing Amendment to BRAVO 28E
2. Bravo Agreement WH Final

RESOLUTION 2025-36

RESOLUTION AUTHORIZING THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT, MADE PURSUANT TO IOWA CODE-CHAPTER 28E, BETWEEN THE CITY OF WINDSOR HEIGHTS, IOWA AND BRAVO GREATER DES MOINES INC. FOR THE BENEFIT OF THE CULTURAL COMMUNITY

WHEREAS, Bravo Greater Des Moines, Inc., an Iowa not-for-profit corporation, is organized for the purpose of assisting the cultural community of the Greater Des Moines area; and

WHEREAS, the City of Windsor Heights is part of a 28E Agreement with Bravo Des Moines, Inc; and

WHEREAS, the City of Windsor Heights values its partnerships with local organizations that provide essential services and contribute to the quality of life for its residents; and

WHEREAS, the enactment of HF 718 by the Iowa State Legislature imposes limitations on the amount of property tax revenue that municipalities, including the City of Windsor Heights, are permitted to collect; and

WHEREAS, this aforementioned state law necessitates a comprehensive review and potential adjustment of the City's budget, expenditures, and financial commitments to ensure continued fiscal responsibility and the sustainable provision of City services; and

WHEREAS, the City Council deems it necessary and in the best interest of the City of Windsor Heights and its residents to adjust the percentage of designated hotel/motel tax revenue allocated to Bravo Greater Des Moines, Inc. to align with current fiscal conditions and modify the Agreement accordingly.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Windsor Heights, Iowa that the Mayor or their designee is authorized to execute the proposed Amendment to the Intergovernmental 28E Agreement with Bravo Greater Des Moines, Inc. as presented.

PASSED AND APPROVED this 5th day of May, 2025.

_____

Mike Jones, Mayor

ATTEST:

_____

Adam Strait, City Clerk

AGREEMENT BETWEEN THE CITY OF WINDSOR HEIGHTS AND BRAVO GREATER DES MOINES, INC.

This Agreement is made and entered into on this _____ day of _____, 2025, (the "Execution Date") by and between the City of Windsor Heights, Iowa (the "City of Windsor Heights"), and Bravo Greater Des Moines, Inc. ("Bravo") an Iowa not-for-profit corporation, pursuant to the provisions of Chapter 28E, Code of Iowa. The Agreement shall be effective with respect to Commitments beginning July 1, 2025 (the "Effective Date").

That inasmuch as Bravo is organized for the purpose of assisting the cultural community of Polk County and contiguous counties (the "Greater Des Moines Area") in providing an enriched quality of life by increasing cultural awareness, advocacy, and funding, as well as by fostering collaboration among cultural organizations.

That the City of Windsor Heights has as a goal the unification and coordination of monies for the use and benefit of the cultural community and specifically the cultural organizations eligible for funding by Bravo. The City of Windsor Heights is committed to the reasonable stewardship of monies for arts and cultural purposes.

That the City of Windsor Heights and Bravo entered into an effective Agreement on July 1, 2011, and, in order to continue the underlying purpose of such prior Agreement, the City of Windsor Heights and Bravo desire to enter into this Agreement to replace the prior Agreement as of the Effective Date.

That the City of Windsor Heights and Bravo agree as follows:

I. DEFINITIONS

(1) "Hotel/Motel Tax" means a tax imposed in accordance with Chapter 423A of the Code of Iowa, 2023, or similar successor provisions.

(2) "Hotel/Motel Tax Revenues" means the funds remitted to the City of Windsor Heights by the Treasurer of the State of Iowa from the local Transient Guest Tax Fund in accordance with provisions of Chapter 423A of the Code of Iowa, 2023, and the rules promulgated by the Director of the Iowa Department of Revenue thereunder, or similar successor provisions, representing the proceeds collected by the State of Iowa from the Hotel/Motel Tax imposed by the City of Windsor Heights.

II. PRE-CONDITIONS TO OBLIGATIONS OF THE CITY OF WINDSOR HEIGHTS

The parties understand and intend that the obligation of the City of Windsor Heights to make the payments hereunder shall be limited to the Hotel/Motel tax revenues available to the city of Windsor Heights and shall not constitute legal indebtedness of the City of Windsor Heights within the meaning of any applicable constitutional or statutory debt limitation. In the event that any of the provisions of this Agreement are determined by a court of competent

jurisdiction to create, will result in the creation of, such a legal indebtedness of the City of Windsor Heights, the enforcement of the payment provisions of this Agreement shall be suspended and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties.

III. COVENANT FROM CITY OF WINDSOR HEIGHTS

(1) The City of Windsor Heights does hereby agree to pay Bravo for the promotion of arts and cultural activities in the Greater Windsor Heights Area for the entire term of this Agreement and all extensions thereof, 25% of its Hotel/Motel Tax Revenues attributable after the Effective Date (the "Commitment") to be distributed and expended by Bravo in the manner set forth in this Agreement and the bylaws of Bravo.

(2) The City of Windsor Heights shall take all action necessary to implement disbursement of the Commitment. Payment of the Commitment to Bravo shall be made in installments, paid no later than 30 days following the date on which the City receives the remittance of Hotel/Motel Tax Revenues.

(3) If Chapter 423A of the Code of Iowa is amended to permit and the City of Windsor Heights subsequently imposes a Hotel/Motel Tax in excess of 7%, the Commitment shall be limited to 25% of Hotel/Motel Tax Revenues derived from the initial 7% of tax.

IV. PURPOSE

The purpose of this Agreement is to facilitate and support the cultural community of the Greater Des Moines Area in providing an enriched quality of life by increasing cultural awareness, advocacy and funding as well as by fostering collaboration among cultural organizations and increasing stability of Bravo in carrying out its goals for the benefit of the Greater Des Moines Area. This Agreement is not intended to establish a separate legal entity.

V. ACCOUNTING OF BENEFITS

(1) Bravo shall administer the undertakings between the City of Windsor Heights and Bravo as described herein, and Bravo shall acquire, hold and disburse its assets, including the Commitment, in accordance with the purpose and terms stated herein and the governing documents of Bravo. Upon request, Bravo shall provide to the City of Windsor Heights copies of the governing documents, including applicable bylaws and policy guidelines. The City of Windsor Heights hereby appoints its City Manager to administer this Agreement with Bravo, and Bravo hereby appoints its President to administer this Agreement with the City of Windsor Heights. Bravo shall post on its website and send via email to the city manager or its designee advance notice of the time, location and agenda for its

board meetings and shall provide minutes of action taken via email to the City Manager or its designee.

(2) The City of Windsor Heights and Bravo acknowledge that Polk County and the communities within the Greater Des Moines Area that make payment commitments to Bravo (Polk County and the described communities are together the "Participating Communities") and not-for-profit cultural organizations within such Participating Communities may, as part of a cultural improvement capital campaign, apply for grant funding. Bravo shall establish a separate fund to provide matching funds to support the capital campaigns for cultural improvements of Participating Communities and of not-for-profit cultural organizations within such Participating Communities (the "Fund"). Each fiscal year, Bravo shall allocate a minimum of $150,000 and a maximum of $450,000 of the Commitment payments from all Participating Communities for such cultural improvement capital campaigns. For a not-for-profit cultural organization to be eligible to receive a disbursement from the Fund, the not-for-profit cultural organization must make a presentation regarding its capital campaign to Bravo before the not-for-profit cultural organization approaches any of the Participating Communities for a contribution. Bravo, in its reasonable discretion shall make determinations on Fund disbursements for proposed capital campaigns within the Participating Communities in such manner that will enhance the competitiveness of the grant funding applications and further the purpose of this Agreement. The City of Windsor Heights and Bravo acknowledge that any matching funds provided by Bravo for a not-for-profit cultural organization's capital campaign shall not be intended or construed as the sole or exclusive capital funding source to be provided by Participating Communities for such project.

(3) Bravo shall present to the City Manager of the City of Windsor Heights no later than 30 days after Bravo's Board of Directors approves Bravo's audited fiscal year financial statements, a full accounting of Bravo's revenues, disbursements and operations for such year in a form reasonably acceptable to the City ("Financial Statements"). The Financial Statements will include a summary of the disbursement awards made by Bravo during the fiscal year, including for each recipient of an award the amount awarded and a brief description of the approved uses for the award. Upon request, Bravo shall provide the City of Windsor Heights with copies of recipient funding Agreements. The fiscal year of Bravo ends each June 30.

(4) The Financial Statements shall be prepared by Bravo and certified by an independent auditor selected by Bravo.

VI. OPERATIONS AND FINANCES

Bravo shall prepare and submit to the Windsor Heights City Council prior to the commencement of each of Bravo's fiscal years a distribution plan for public funds (the "Plan"). The Plan for the 2025-26 fiscal year shall be submitted to the Windsor Heights

City Council prior to the Effective Date. All expenditures of public funds by Bravo shall be made pursuant to the Plan. Notwithstanding anything this Agreement to the contrary, Bravo may, once each fiscal year, submit a revised plan to the Windsor Heights City Council and the governing bodies of the other Participating Communities to reallocate up to 10% of the Commitment payments from the city of Windsor Heights and contributions by other Participating Communities for the fiscal year.

VII. DURATION AND TERMINATION

(1) This Agreement shall continue in effect from the Effective Date until terminated in accordance with the terms of this Article VII.

(2) This Agreement may be terminated by either party as provided in this paragraph. Any such termination may be accomplished only by delivery of notice to the other party not later than January 1 of any given year after the year ending December 31, 2026 and shall be effective on July 1 occurring eighteen (18) months after January 1 following the giving of the required notice.

(3) Notwithstanding paragraphs (2) or (3) above, in the event that any part of the commitment is dispersed or expended by Bravo in violation of the terms of this Agreement the City may deliver to Bravo a notice to cure or remedy such default or breach within sixty (60) days and if such default or breach is not remedied within such cure period, this Agreement shall promptly terminate.

(4) This Agreement shall terminate if Chapter 423A of the Code of Iowa is either: (a) repealed or amended to remove the authority of the City of Windsor Heights to collect the Hotel/Motel Tax at a rate of at least 7% or (b) so modified that the purpose of the Agreement can no longer be carried out. If the Agreement terminates pursuant to the previous sentence, the termination date shall be June 30 coinciding with or next following the effective date of the statutory change that causes the termination.

(5) This Agreement shall terminate if an alternative, reliable funding source is secured for Bravo that provides funding to Bravo, in the reasonable determination of the Bravo board of directors, that is comparable in amount to the annual funding streams Bravo has secured in the aggregate through 28E Agreements with the cities, counties and municipalities of the Greater Des Moines Area (for example, if Chapter 423A of the Code of Iowa were amended to increase the Hotel/Motel tax and to direct a portion of the increase to Bravo in an amount comparable to the annual funding streams expected from 28E Agreements already in place). If a reliable alternative funding source is secured for Bravo, which partially replaces the funds provided by the City of Windsor Heights to Bravo, the amount of annual funding provided to Bravo pursuant to this Agreement shall be reduced proportionately in such amount as the parties may reasonably determine. If the Agreement terminates pursuant to this paragraph, the termination date shall be the

June 30 coinciding with or next following the effective date of the alternative funding source that causes the termination.

(6) Any notice or demand required or desired to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

If to the City of Windsor Heights, to:

City of Windsor Heights
400 Robert D. Ray Drive
Windsor Heights, IA 50309
Attention: City Manager

If to Bravo, to:

Bravo Greater Des Moines, Inc.
Kathleen K. Law
Nyemaster Goode Law Firm
700 Walnut Street, Suite 1600
Windsor Heights, Iowa 50309

With a copy to:

Bravo Greater Des Moines, Inc.
Attn: Sally Dix
801 Grand Avenue, Suite 250
Des Moines, IA 50309

or to such other address or person as hereafter shall be designated in writing by the applicable party.

VIII. AMENDMENT OF AGREEMENT

Any amendment to this Agreement shall be made in writing upon Agreement of the City of Windsor Heights and Bravo and after appropriate discussion and public dialogue, and such amendment has been approved by resolution of the City of Windsor Heights Council.

IX. MISCELLANEOUS

(1) This Agreement has been made and entered into solely for the benefit of the goals and objectives of the City of Windsor Heights and Bravo as expressly provided herein and is not intended to create any rights in any other person.

(2) Notwithstanding anything in this Agreement to the contrary, any liabilities, debts, or other obligations experienced by Bravo as a corporation/body or its members shall not be the responsibility of the City of Windsor Heights.

(3) While this Agreement is in effect, the City of Windsor Heights shall have the right to designate one person to serve on the Board of Directors of Bravo.

(4) It is the intention and expectation of Bravo and the City of Windsor Heights that no organization that receives funding from Bravo during the term of this Agreement will approach the City of Windsor Heights for additional operational funding during the term of this Agreement. This expectation does not apply to: (1) any member of Bravo that is owned, managed or operated by the City of Windsor Heights or a political subdivision of the City; or (2) capital campaigns.

(5) Each of the City of Windsor Heights and Bravo shall pay its own costs incurred to negotiate, amend, abide by or terminate this Agreement.

(6) After execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in an electronic format in accordance with the provisions of Iowa Code § 28E.8.

(7) As of the Effective Date, this Agreement is intended to replace the prior Agreement referred to in paragraph four of the preamble to this document.

BRAVO GREATER DES MOINES, INC.

By:

Print Name:_____
Print Title:_____

State of Iowa)
) ss.
County of Polk)

This instrument was acknowledged before me on _____, 2025, by _____ as _____ of Bravo Greater Des Moines, Inc.

_____
Notary Public in and for the State of Iowa

THE CITY OF WINDSOR HEIGHTS, IOWA

_____
Mike Jones, Mayor

ATTEST:

_____
Adam Strait, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Windsor Heights, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as Roll Call No. _____ on the _____ day of _____, 2025, and that Mike Jones and Adam Strait acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

_____

Notary Public for the State of Iowa

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

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

GENERAL INFORMATION

Background

The City of Windsor Heights, along with 13 other Des Moines metro government entities, partners with Greater Des Moines Convention and Visitors Bureau (CVB) Greater Des Moines, Inc. for promotion of tourism and convention activities in the greater Des Moines area. Funding for the CVB is primarily derived through hotel/motel tax revenues that each community receives in accordance with Chapter 4236A of Code of Iowa.

A 28E Agreement, established in 2002 outlines the arranged payment to CVB specifies that 2/7ths (approximately 28.57%) of Windsor Heights' collected hotel/motel tax revenue be directed to the CVB.

In 2023, the City of Windsor Heights signed a supplemental agreement with the CVB guaranteeing payment of $1,500 annually as a non-hotel participant community. Recent H/M revenue and the funding formula have resulted in payments in excess of $1,500 annually due to Airbnb revenues. Barring significant revenue changes, payments to the CVB will continue to exceed $1,500 annually. Regardless, the supplemental agreement is proposed to be revised to reflect the proposed 25% funding formula.

Proposed Amendment

Due to recent changes in Iowa's property tax system, notably the limitations on property tax revenue growth established by House File 718, cities participating in the CVB 28E Agreement have been exploring cost-saving measures. As a result, a proposal has been introduced to amend the existing agreements with CVB, reducing the allocation from 28.57% to 25% of the collected hotel/motel tax revenue. This adjustment would allow cities to retain a slightly larger share of

their hotel/motel tax revenue, providing enhanced flexibility to fund local cultural, economic development, and recreational initiatives while continuing to maintain support for regional cultural efforts through CVB.

Fiscal Year 2024 Revenue
For Fiscal Year 2024, Windsor Heights collected a total of **$16,326** in hotel/motel tax revenue. Following the terms of the existing 28E Agreement, 2/7ths of this amount — totaling **$4,664** — is allocated to CVB. Under the revised 28E the CVB would have been allocated **$4,081**.

Regional and Local Approval
The City of Ankeny approved this revised agreement in April 2025. It is anticipated that the amended agreement will be presented to other participating cities for approval during May and June 2025.

Staff Recommendation
Approve the amended 28E Agreement and Supplement Agreement Amendment with the CVB effective July 1, 2025 to conform with intentions of other participant cities.

ATTACHMENTS
1. Proposed 2025 Amendment to 28E Agreement-CVB Final
2. Proposed 2025 Amendment to GDMCVB Supplement
3. 2023 WH CVB Funding Agreement Fully Executed
4. Resolution No. 2025-37 A Resolution Authorizing Amendment to DSM CVB 28E

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES
IN THE GREATER DES MOINES AREA

This AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES IN THE GREATER DES MOINES AREA (this "Amendment") is made and entered into this ____ day of _____, 2025, by and among the CITY OF ALTOONA, IOWA, the CITY OF ANKENY, IOWA, the CITY OF CLIVE, IOWA, the CITY OF DES MOINES, IOWA, the CITY OF GRIMES, IOWA, the CITY OF JOHNSTON, IOWA, the CITY OF PLEASANT HILL, IOWA, the CITY OF URBANDALE, IOWA, the CITY OF WEST DES MOINES, IOWA, the CITY OF WINDSOR HEIGHTS, IOWA, (collectively, the "Municipalities") and the COUNTY OF POLK, IOWA (the "County").

WHEREAS, each of the Municipalities and the County is a party to that certain Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area entered into and pursuant to the provisions of Chapter 28E of the Code of Iowa, and filed of record in Polk County, Iowa, on May 13, 1985, at Book 5452, Page 479, as subsequently amended from time to time (the "Agreement"); and

WHEREAS, each of the Municipalities and the County desire to amend the provisions of the Agreement regarding the payment to the Greater Des Moines Convention and Visitors Bureau, Inc. ("CVB").

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties to this Amendment agree as follows, notwithstanding any provisions of the Agreement:

1. Section IV of the Agreement is amended to read in its entirety as follows:

   The purpose of this agreement is to facilitate and support increased promotion of tourism and convention activities in the greater Des Moines, Iowa metropolitan area through the joint allocation of approximately 25% of the 7% Hotel-Motel tax to be imposed (subject to voter approval) by each of the Governments to the Greater Des Moines convention and visitors Bureau, Inc., an Iowa nonprofit corporation (the "CVB").

2. Section VII(B) of the Agreement is amended to read in its entirety as follows:

   Notwithstanding Article III of the Agreement, beginning on the date this Amendment is adopted by the governing bodies of the member Governments, each Government agrees to pay directly to the CVB 25% of its Hotel-Motel Tax Revenues for use by the CVB in the promotion of tourism and convention activities in the Greater Des Moines, Iowa area throughout the initial term of this agreement and throughout all extensions of this Agreement, subject to the provisions of paragraph C of this Article VII. Such

payments shall be made to the CVB within 30 days of the receipt by such government of each remittance made by the Treasurer of the State of Iowa to such government from the local transient guest tax fund in accordance with the provisions of chapter 423A of the Code of Iowa, 2023 or similar successor provisions, and the rules promulgated by the director of the Iowa Department of Revenue thereunder, or similar provisions. Each government shall be obligated to pay such sums to the CVB out of its general fund only to the extent that Hotel-Motel Tax Revenues have been credited to such general fund.

3. Except as specifically amended hereby, the Agreement shall continue in full force and effect.

4. This Amendment is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. The parties hereto shall cause this Agreement to be filed with the Secretary of State of Iowa in an electronic format in accordance with the provisions of Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the undersigned Municipalities and County have executed this Amendment.

City of Altoona, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Altoona, Iowa.

_____
Signature of Notary Public

City of Ankeny, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor Mayor and City Clerk, respectively, of the City of Ankeny, Iowa.

_____
Signature of Notary Public

City of Bondurant, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Bondurant, Iowa.

_____
Signature of Notary Public

City of Clive, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Clive, Iowa.

_____
Signature of Notary Public

City of Des Moines, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Des Moines, Iowa.

_____
Signature of Notary Public

City of Grimes, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Grimes, Iowa.

_____
Signature of Notary Public

City of Indianola, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF WARREN

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Indianola, Iowa.

_____
Signature of Notary Public

City of Johnston, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Johnston, Iowa.

_____
Signature of Notary Public

City of Norwalk, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Norwalk, Iowa.

_____
Signature of Notary Public

City of Pleasant Hill, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Pleasant Hill, Iowa.

_____
Signature of Notary Public

City of Polk City, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Polk City, Iowa.

_____
Signature of Notary Public

City of Urbandale, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as as Mayor and City Clerk, respectively, of the City of Urbandale, Iowa.

_____
Signature of Notary Public

City of West Des Moines, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa.

_____
Signature of Notary Public

City of Windsor Heights, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as Mayor and City Clerk, respectively, of the City of Windsor Heights, Iowa.

_____
Signature of Notary Public

County of Polk County, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by _____ and _____ as _____ _____ and _____, respectively, of the Polk County, Iowa.

_____
Signature of Notary Public

AMENDMENT TO AGREEMENT FOR NON-HOTEL CITIES AND GREATER DES MOINES CONVENTION & VISITORS BUREAU

THIS AMENDMENT TO AGREEMENT FOR NON-HOTEL CITIES (the "Amendment") is made this _____ day of _____ 2025, by and between the City of Windsor Heights (the "City") and Greater Des Moines Convention & Visitors Bureau (GDMCVB), an Iowa not-for-profit corporation.

WITNESSETH:

WHEREAS, on or about September 18, 2023 the Parties entered into an Agreement for Non-Hotel Cities and Greater Des Moines Convention & Visitors Bureau (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the City agreed to pay GDMCVB the greater of 2/7th of its Hotel/Motel Tax Revenues or $1,500.00; and

WHEREAS, the City and GDMCVB, by Amendment to Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area dated _____, 2025 (the "28E Amendment"), have agreed to reduce the percentage of Hotel/Motel Tax Revenues paid to GDMCVB to 25% instead of 2/7th; and

WHEREAS, the Parties agree to amend the Agreement to be consistent with the 28E Amendment.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. <u>The City of Windsor Heights does hereby agree to the following:</u>

   The City of Windsor Heights has approved, by council vote, to pay the GDMCVB 25% of its Hotel/Motel Tax Revenues, once this tax is collected.

   The City of Windsor Heights agrees to pay the GDMCVB the greater of 25% of the Hotel/Motel Tax Revenues or $1,500.00.

2. <u>Payments</u>:

   The GDMCVB shall invoice the City of Windsor Heights 30 days prior to payment becoming past due.

   Payments shall be made to the GDMCVB in one of the following manners:

   If paying $1,500, payment will be made on each June 30.

If paying 25% of the Hotel Motel Tax, payment will be made in quarterly installments, paid no later than 30 days following the date on which the City received the quarterly remittance of Hotel/Motel Tax Revenues for the prior fiscal quarter.

3. Modifications. Except as modified by the terms of this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Greater Des Moines Convention and
Visitors Bureau

By: _____

Its:_____

Date: _____

City of Windsor Heights

By: _____

Its:_____

Date:_____

AGREEMENT FOR NON-HOTEL CITES AND
GREATER DES MOINES CONVENTION & VISITORS BUREAU

This agreement is made and entered into on this 18th day of September, 2023, (the "Execution Date") by and between the City of Windsor Heights and Greater Des Moines Convention & Visitors Bureau (GDMCVB), an Iowa not-for-profit corporation. The Agreement shall be effective with respect to commitments beginning July 1, 2023.(the "Effective Date").

That inasmuch as GDMCVB is organized for the purpose of marketing the region as a visitor destination to increase economic growth and enhance the visitor experience.

That the City of Windsor Heights has as a goal the unification and coordination of monies for the use of marketing the region for tourism by the GDMCVB. The City of Windsor Heights is committed to the reasonable stewardship of monies for the marketing of the region for tourism purposes.

That the City of Windsor Heights and GDMCVB agree as follows:

DEFINITIONS

(1) "Hotel/Motel Tax" means a tax imposed in accordance with Chapter 423A of the Code of Iowa, or similar successor provisions.
(2) "Hotel/Motel Tax Revenues" means the funds remitted to the City of Windsor Heights by the Treasurer of the State of Iowa from the local Transient Guest Tax Fund in accordance with provisions of Chapter 423A of the Code of Iowa, and the rules promulgated by the Director of the Iowa Department of Revenue thereunder, or similar successor provisions, representing the proceeds collected by the State of Iowa from the Hotel/Motel Tax imposed by the City of Windsor Heights.

The City of Windsor Heights does hereby agree to the following:

(1) The City of Windsor Heights has approved and enacted legislation that enables the City to collect Hotel/Motel Tax, whether or not the City has hotels within their city limits.
(2) The City of Windsor Heights has approved, by council vote, to pay the GDMCVB 2/7ths of Hotel/Motel Tax Revenues, once this tax is collected.
(3) The City of Windsor Heights agrees to pay the GDMCVB the greater of 2/7ths of the Hotel/Motel Tax Revenues or $1500.00.

PAYMENTS

The GDMCVB shall invoice the City of Windsor Heights 30 days prior to payment becoming past due.

Payments shall be made to the GDMCVB in one of the following manners:

(1) If paying $1500, payment will be made on each June 30.
(2) If paying 2/7ths of the Hotel/Motel Tax, payment will be made in quarterly installments, paid no later than 30 days following the date on which the City receives the quarterly remittance of Hotel/Motel Tax Revenues for the prior fiscal quarter.

BENEFITS

Benefits provided to the City of Windsor Heights shall include those listed on Attachment A.

GDMCVB BOARD REPRESENTATION

THE City of Windsor Heights shall have a non-voting seat on the Board of Directors until such future time when the City of Windsor Heights has hotels within its boundaries and becomes a fully participating member of the GDMCVB by entering into the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area. At that time, the City of Windsor Heights shall have a voting seat on the Board of Directors.

GREATER DES MOINES CONVENTION AND VISITORS BUREAU

By: _____

CITY OF Windsor Heights

By: _____

Attest: _____

RESOLUTION 2025-37

RESOLUTION AUTHORIZING THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT, MADE PURSUANT TO IOWA CODE-CHAPTER 28E, BETWEEN THE CITY OF WINDSOR HEIGHTS, IOWA AND GREATER DES MOINES CONVENTION & VISITORS BUREAU FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES IN THE GREATER DES MOINES AREA AND AMENDMENT TO THE SUPPLEMENT AGREEMENT

WHEREAS, Greater Des Moines Convention & Visitors Bureau an Iowa not-for-profit corporation, is organized for the purpose of marketing the Greater Des Moines area as a visitor destination, increasing economic growth and enhancing the visitor experience; and

WHEREAS, the City of Windsor Heights is part of a 28E Agreement with Greater Des Moines Convention & Visitors Bureau; and

WHEREAS, the City of Windsor Heights entered into a 2023 supplement agreement with Greater Des Moines Convention and Visitors Bureau.

WHEREAS, the City of Windsor Heights values its partnerships with local organizations that provide essential services and contribute to the quality of life for its residents; and

WHEREAS, the enactment of HF 718 by the Iowa State Legislature imposes limitations on the amount of property tax revenue that municipalities, including the City of Windsor Heights, are permitted to collect; and

WHEREAS, this aforementioned state law necessitates a comprehensive review and potential adjustment of the City's budget, expenditures, and financial commitments to ensure continued fiscal responsibility and the sustainable provision of City services; and

WHEREAS, the City Council deems it necessary and in the best interest of the City of Windsor Heights and its residents to adjust the percentage of designated hotel/motel tax revenue allocated to Greater Des Moines Convention & Visitors Bureau to align with current fiscal conditions and modify the Agreement accordingly.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Windsor Heights, Iowa that the Mayor or their designee is authorized to execute the proposed Amendment to the Intergovernmental 28E Agreement and Supplement Agreement Amendment with Greater Des Moines Convention & Visitors Bureau as presented.

PASSED AND APPROVED this 5th day of May, 2025.

_____

Mike Jones, Mayor

ATTEST:

_____

Adam Strait, City Clerk

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

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

SUBJECT: Discussion on Driveway Grade Design Guidelines

GENERAL INFORMATION

ATTACHMENTS

1. Driveway Regulations Staff Report

Real People. Real Solutions.

MEMORANDUM

Date: 4/29/25

To: City Council

From: Justin Ernst & Adam Plagge

Subject: Driveway Grade Design Guidelines
Windsor Heights, Iowa

Driveway Grade Design Guidelines

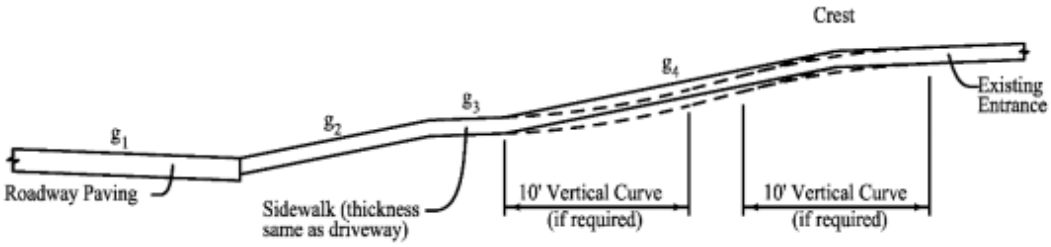
The purpose of this memo is to outline the proposed design guidelines for driveway grades impacted by City projects such as road reconstruction. These guidelines are intended to ensure safe and functional driveway slopes for all new and existing projects. These guidelines are planned to be adhered to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

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

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

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

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



1) Algebraic Difference Between g1 and g2:
   a) Commercial/Industrial: Not to exceed 9%
   b) Residential: Not to exceed 12%

2) Algebraic Difference Between g2 and g3:
   a) Commecial/Industrial: Not to exceed 6%.
   b) Residential: Not to exceed 8%

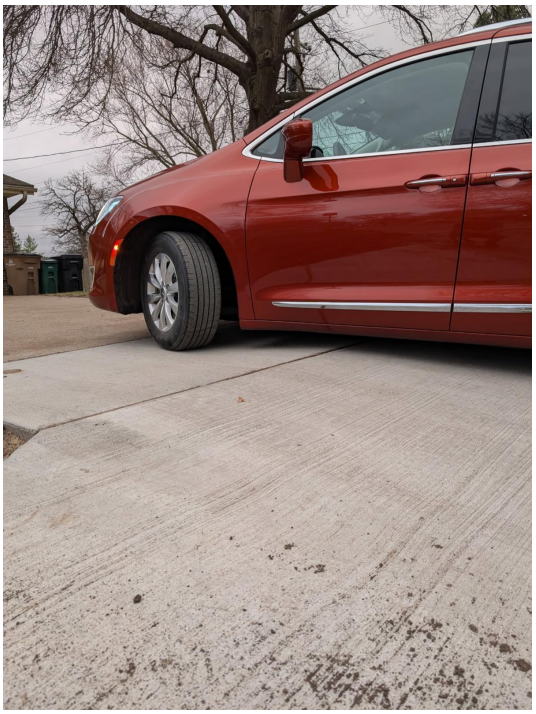
3) Maximum Slope of g3 = 2% (ADA compliance)

4) Algebraic Difference g3 and g4:
   a) Commercial/Industrial: Not to exceed 5%
   b) Residential: Not to exceed 8%

5) Maximum Slope of g4:
   a) Commercial/Industrial: 7%
   b) Residential: 10%

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

Name:
Date:
Page: 3



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

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM:

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

GENERAL INFORMATION

ATTACHMENTS
None

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM:

SUBJECT: Mayor's Report

GENERAL INFORMATION

ATTACHMENTS

1. Mayor's Report 5-1-2025

WINDSOR HEIGHTS
the heart of it all

MAYOR'S REPORT

Report Covers April 3rd, 2025 – May 1st, 2025

- On April 5th I attended the Momentum DART crawl with Councilors Jones, Campbell and Urbandale City Councilor Carberry Montgomery to show support for our DART and urbanism. It was a great turnout.
- On April 8th Councilor Harms and I attended the Metropolitan Advisory Committee (MAC). We finally passed new bylaws after what seems like a year's worth of effort and received a significant legislative update from everyone who is employed at the capitol.
- On April 9th I attended the Des Moines Metropolitan Planning Organization (MPO) Strategic Plan Steering Committee where we formulated a new vision statement and tweaked the strategic plan. This was not a full edit of the strategic plan, as that will likely be a multiyear effort.
- That night, Administrator Plagge and I attended the Mid Iowa Association of Local Governments where we heard from Alan Kemp and the Iowa League of Cities about the newest iteration of the property tax legislation. It was well attended by most mayors in the Metro, as well as their city administrator.
- On April 17th the MPO Policy Committee met and received a presentation from Amanda Wanke about the two concepts from DART, the Iowa water trails and voted on the aforementioned work we did at the strategic plan steering committee.
- On the 19th I attended the Easter Egg Hunt put on by the WH Fire Fighter's Association. It was a tremendous event and I'm always shocked at how many children there are in Windsor Heights!
- I've heard from a couple of residents about the problematic curb from the west Casey's exit on 70th Street. It is very "steep" leading onto the street. AJ says staff are aware and are following up with Casey's on this.
- On April 23rd I met with Katario Patton of Central Iowa Shelter and Services (CISS) at CISS regarding our proposed partnership at our house on 65th Street. I had some questions/concerns about our agreement. After speaking with Mr. Patton, I am more than satisfied that this will be a great partnership and a truly beneficial program for both the City of Windsor Heights, CISS and our neighbors.
- Attended Earth Day on the April 26th with the intention on volunteering but didn't have to as we had an abundance of volunteers. I was able to enjoy the event, alongside the the Walnut Creek Watershed Festival.
- I was of course shocked and saddened to learn of the passing of Jay Byers. We spoke a couple of times at Partnership events and while in Washington DC and he was always enthusiastic about his work and what Des Moines could be. My thoughts are with his family.

STAFF REPORT
CITY COUNCIL
May 5, 2025

TO: CITY COUNCIL

FROM: Pete Roth
Jim Mease

SUBJECT: 2024 Public Safety Annual Report

GENERAL INFORMATION

ATTACHMENTS

1. 2024 WH Public Safety Annual Report

WINDSOR HEIGHTS

the heart of it all

2024 PUBLIC SAFETY ANNUAL REPORT

MAY 1, 2025

Windsor Heights
2024 Public Safety Annual Report

WINDSOR HEIGHTS
the heart of it all

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Welcome!
James Mease, Fire Chief

The members of the Windsor Heights Fire Department want to thank the Windsor Heights community, City Administration, and Elected Officials for their continued support throughout the last year. We would not be able to deliver exceptional service to our community and mutual aid partners without their investment in public safety.

The Windsor Heights Fire Department continues to be staffed by dedicated full-time, part-time, and paid-on-call members. We are fortunate that all levels are comprised of hard-working, passionate, and experienced members who place the community above everything else. I am extremely proud of our members' ability to adapt to our ever-changing fire/EMS service environment and still maintain the traditions that built the culture we hold dear.

Throughout 2024, we re-evaluated and improved our service delivery and operations, with input gleaned from all member levels. This approach aids in ensuring we have a wide view of issues from all staff members, to include:

- Culture
- Leadership
- Safety/Health
- Training
- Public Relations
- Mutual Aid
- Firehouse/Apparatus Maintenance
- Equipment
- Incident Response

Your Windsor Heights Fire Department will continue to look for ways to progress and adapt to our communities' needs throughout the coming years, with a focus on exceptional service delivery and professionalism.

Best Regards,

James Mease

James Mease
jmease@windsorheights.org

Welcome!

Pete Roth, Chief of Police

On behalf of the Windsor Heights Police Department, I proudly present our 2024 Annual Report. This report highlights our department's efforts, accomplishments, and ongoing partnerships with our community.

Throughout the year, we welcomed two new police officers, upgraded our radio communication equipment, and responded to several severe weather incidents throughout the city. Additionally, we implemented and updated department policy with Lexipol Public Safety Policy Management Systems and Solutions. Finally, we had the privilege of participating in numerous city-hosted events, which allowed us to create and maintain strong positive relationships with our residents and visitors. We are thrilled to be fully staffed and look forward to all that 2025 will bring.

Inside this report, you will find:
Our Organization: An overview of our dedicated personnel and divisions.

2024 The Year in Pictures: A reflection on our community outreach efforts, training programs, and events.

Various Statistics: A detailed analysis of incidents and trends over the past year.

We value your feedback, questions, and suggestions as we continue to enhance our services. Open communication is essential to ensuring transparency and maintaining the highest standards of public safety.

We extend our heartfelt gratitude to our residents, our elected officials, businesses, community organizations, city staff, and our public safety partners for their unwavering support. Your collaboration and trust are much appreciated.

Thank you for taking the time to review the Windsor Heights Police Department's 2024 Annual Report. We remain dedicated to our mission of serving and protecting our amazing community.

Best regards,

Pete Roth
proth@windsorheights.org

Windsor Heights
City Government

Mayor
Mike Jones

City Council
Lauren Campbell
Threase Harms
Joseph Jones
Michael Libbie
Susan Skeries

City Administrator
Adam Plagge

City Attorney
Erin M. Clanton

City Finance Director
Rachelle Swisher

City Clerk
Adam Strait

Deputy City Clerk
Nate Leuthold

Public Works Director
Andy Larson

Fire Chief
Jim Mease

Police Chief
Pete Roth

Community Overview

Established on July 19, 1941, Windsor Heights is a city situated in Polk County, Iowa, and is a part of the Des Moines metropolitan area. The city spans 1.41 square miles and is home to approximately 5,252 residents living in around 2,143 households. Windsor Heights shares its borders with Clive to the west, Des Moines to the east, Urbandale to the north, and West Des Moines to the south.

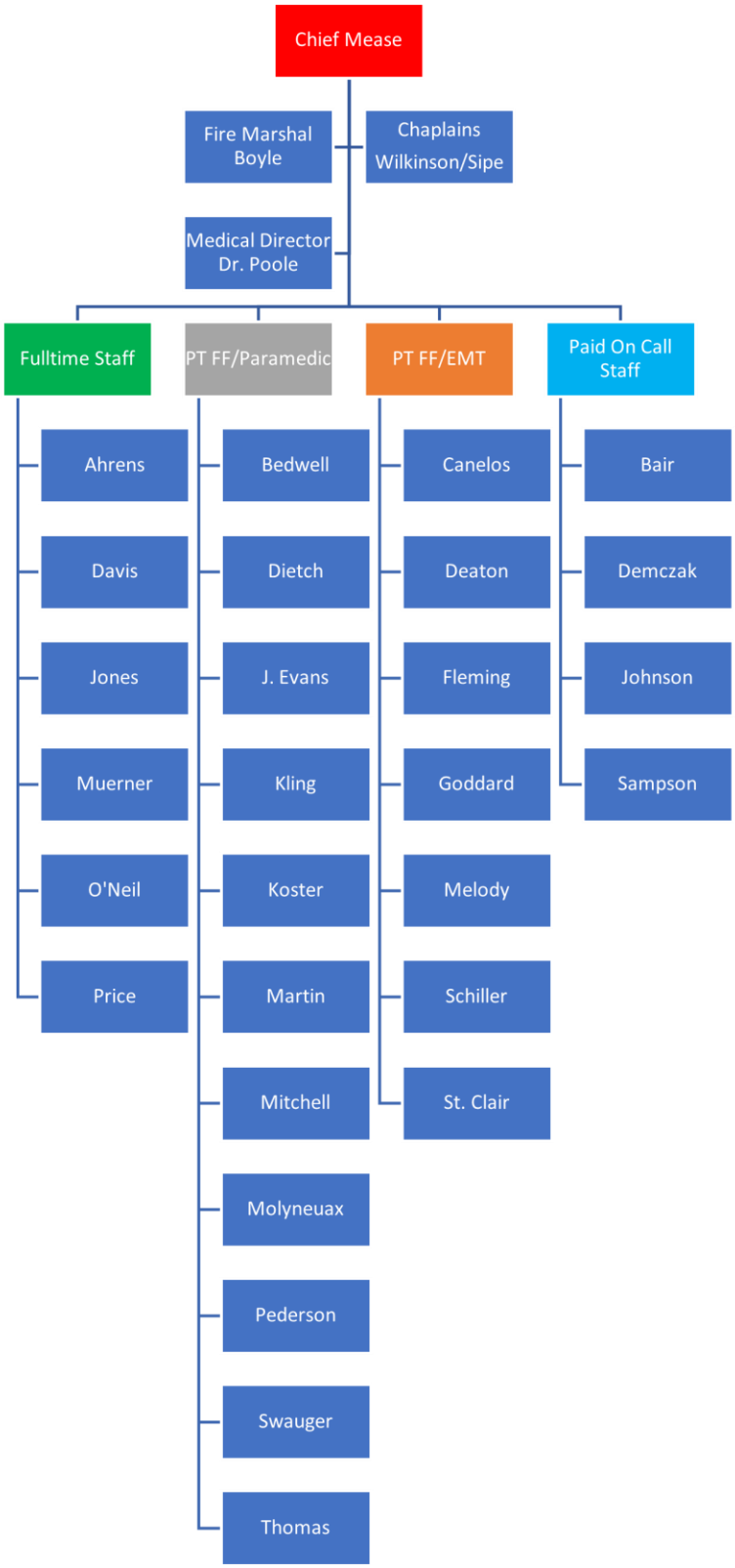
The community features a blend of residential, multifamily, and commercial properties. Notably, the city hosts one of Iowa's highest-grossing Walmart Stores, conveniently located along one of the Des Moines Area Regional Transit (DART) main lines. The DART bus stop, situated in the Walmart and Sam's Club parking lot, is one of the most frequented DART hubs outside of downtown Des Moines, resulting in significant pedestrian and transient traffic.
Adjacent to Walmart, is one of only two Sam's Clubs in the Des Moines area. Windsor Heights also has a Hy-Vee and an Aldi. The city also boasts a variety of small businesses, restaurants, and services.

Fire Department
Personnel

Blake Boyle, Part-Time Fire Marshal
Brian Jones, Full-Time Firefighter/Paramedic
Johnny O'Neil, Full-Time Firefighter/Paramedic
Kari Davis, Full-Time Firefighter/Paramedic
Jeff Price, Full-Time Firefighter/EMT
T.J. Ahrens, Full-Time Firefighter/EMT
Mark Muerner, Full-Time Firefighter/EMT
Adam Bedwell – Part-Time Firefighter/Paramedic
Jeremy Dietch – Part-Time Firefighter/Paramedic
Jessie Evans – Part-Time Firefighter/Paramedic
Jason Kling – Part-Time Firefighter/Paramedic
Brian Koster – Part-Time Firefighter/Paramedic
Colby Martin – Part-Time Firefighter/Paramedic
Mary Mitchell – Part-Time Firefighter/Paramedic
David Molyneaux - Part-Time Firefighter/Paramedic
Tyler Pederson - Part-Time Firefighter/Paramedic
McLain Swauger - Part-Time Firefighter/Paramedic
Pat Thomas - Part-Time Firefighter/Paramedic

Joe Canelos – Part-Time Firefighter/EMT
Cory Deaton – Part-Time Firefighter/EMT
Robert Fleming – Part-Time Firefighter/EMT
Nate Goddard – Part-Time Firefighter/EMT
Collin Melody – Part-Time Firefighter/EMT
Jacob Schiller – Part-Time Firefighter/EMT
Malcolm St. Clair – Part-Time Firefighter/EMT
Nathaniel Bair – POC Firefighter/EMT
Melissa Demczak – POC Firefighter/EMT
Spencer Johnson – POC Firefighter/EMT
Lilajane Sampson– POC Paramedic
Terry Wilkinson - Chaplain
Steve Sipe - Chaplain
Fire Chief, James Mease

Fire Department
Organizational Chart



Fire Department
Culture

Our Mission

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

Our Values

The Windsor Heights Fire Department includes Duty, Pride, and Tradition in our core values. ***Duty*** *is a commitment to the people whom we protect that we will be mentally and physically prepared to serve at all times. We will train to operational perfection and discharge our duties with efficiency and effectiveness.* ***Pride*** *is a feeling of confidence that comes from being part of something bigger than yourself. We will ensure our equipment is maintained to the highest level of readiness. We will wear our uniforms proudly; we will act with integrity, as to never bring discredit to our Department, the Fire Service, or to the public we serve.* ***Tradition*** *includes knowledge, respect, and passing down the history of our Fire Department and our profession to new members. Tradition is our link to the past and our map for the future.*

2024 FIRE DEPARTMENT INCIDENTS

The Windsor Heights Fire Department provides 24-hour, fire and ambulance coverage to the City of Windsor Heights, meeting the requirements of Iowa Code 364.16. The mission of the Windsor Heights Fire Department is to improve the quality of life and safety of our citizens by providing the highest level of customer service through Fire Prevention, Community Risk Reduction, Emergency Response, and Training. The goal of the Fire Department is to prevent incidents of fire within the community, respond to those in need of medical and fire assistance, and continue striving to maintain the exceptional Insurance Service Office rating the City enjoys, which translates to lower insurance rates for our residents.

Major Incident Responses

January 15

At approximately 10:50 am, the Windsor Heights Fire Department was dispatched to 1020 63rd Street for the report of a structure fire in Windsor Heights, Iowa. The incident was quickly upgraded to a Working Fire 1st alarm on crew arrival. The initial arriving Windsor Heights Fire Department unit encountered moderate smoke conditions on arrival and upgraded the incident to a Working Fire 1st alarm for additional staffing and apparatus. Crews immediately initiated interior attack operations and search and rescue efforts, due to it being unknown if the residents were home. Crews entered the structure with zero visibility and encountered structural compromise to the floor. Crews were evacuated from the building and transitioned to defensive operations to ensure crew safety. It was confirmed that no occupants were in the building. Extremely cold weather conditions, with a wind chill of approximately -20 degrees, impacted firefighting operations. This led to multiple fire hose lines freezing, Self-Contained Breathing Apparatus issues, icy road conditions due to water runoff, and slip/trip/fall hazards for crews. Crews continued defensive operations and overhaul throughout the evening, with the last remaining unit leaving the scene at approximately 7:00 pm. The Windsor Heights Fire Department was assisted by agencies from the Clive, Urbandale, West Des Moines Fire and EMS Departments, Westcom Emergency Communications, Windsor Heights Public Works, Windsor Heights Police Department, and Mid-American Energy to extinguish the fire. No civilian or firefighter injuries were reported.

January 25

At approximately 3:30 pm, the Windsor Heights Fire Department was dispatched to 7149 Sunrise Boulevard in Windsor Heights for the report of a smoke investigation. The incident was ultimately upgraded to a residential Working Fire, 1st alarm. The initial arriving WHFD unit arrived on scene to find light smoke coming from the attic space at the residence of 7149 Sunrise Boulevard. The incident was immediately upgraded to a Working Fire 1st alarm to ensure appropriate resources were on scene to mitigate the event. Crews entered the structure to find that residents were unaware of the hazardous condition and quickly evacuated all civilians. Aggressive fire attack and overhaul/salvage operations were initiated to mitigate the fire and protect property. The fire was contained to the area of origin, limiting overall property loss to the residents. The WHFD was assisted by mutual aid agencies from the Clive, Urbandale, Waukee, and West Des Moines Fire Departments to extinguish the fire as well as logistical assistance from Westcom Emergency Communications and West Des Moines EMS. **Special Item of Note:** The fire hydrant used for operations had been cleared of snow by the homeowner, leading to the overall success of firefighting operations. No civilian or firefighter injuries were reported.

May 28

The West Des Moines Fire Department was dispatched to 521 34th Street for a report of a structure fire. Westcom dispatch received reports of flames visible, so the incident was quickly upgraded to a working fire. Firefighters arrived on scene and were met by the homeowner who advised there was a fire in the lower level of the house. Crews entered the house, and encountered heat, smoke, and flames that were spreading rapidly. Several hose lines were deployed, and firefighters began to extinguish the fire that had spread to the attic space. A second alarm was added that brought firefighters from Clive and Windsor Heights Fire Departments to assist.
Two adults, two young children, and pets were home at the time of the fire, but all were able to get out.

July 6

At approximately 12:02 PM, the Norwalk Fire Department responded to a structure fire in the 400 block of Aspen Drive. Initially, the Norwalk Fire Department responded with an Engine and Ambulance with four personnel. While enroute, fire crews observed a large plume of smoke and upgraded the incident to a Working Fire First Alarm. This upgrade prompted the addition of a Norwalk Ladder and an engine from West Des Moines & Windsor Heights. Upon arrival, the first responding crew encountered heavy black smoke and flames from the garage area of a residence. Firefighters initiated a defensive fire attack from the driveway, successfully containing the fire to the garage area and preventing its spread to the living space.

July 28

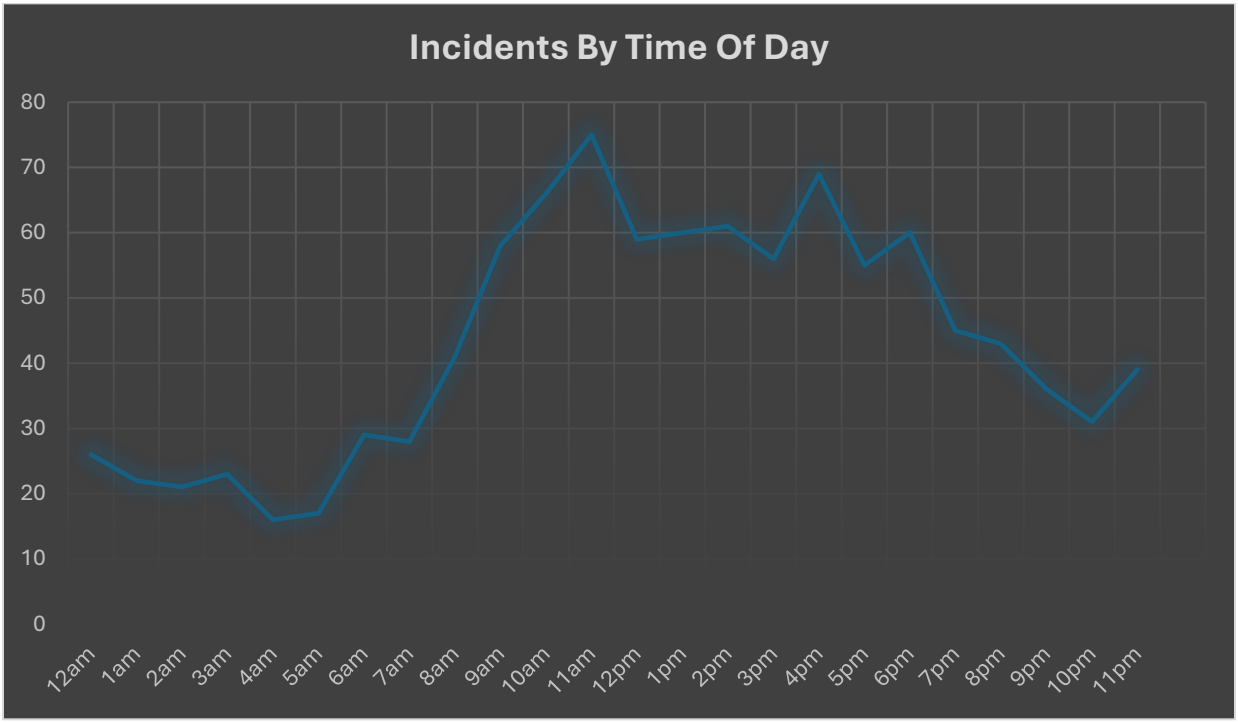
At approximately 10:40 PM, the Norwalk Fire Department responded to a structure fire in the 2200 block of Windflower Drive. Initially, the Norwalk Fire Department responded with an Engine and Ambulance with four personnel. Upon arrival, the first responding crew encountered a fully involved detached garage, with the fire extending into the residence. This incident was upgraded to a Working Fire First Alarm. This upgrade prompted the addition of an engine from West Des Moines & Windsor Heights. Firefighters initiated a defensive fire attack starting in the driveway and then made entry into the home. Firefighters successfully extinguished the fire within the residence and garage.

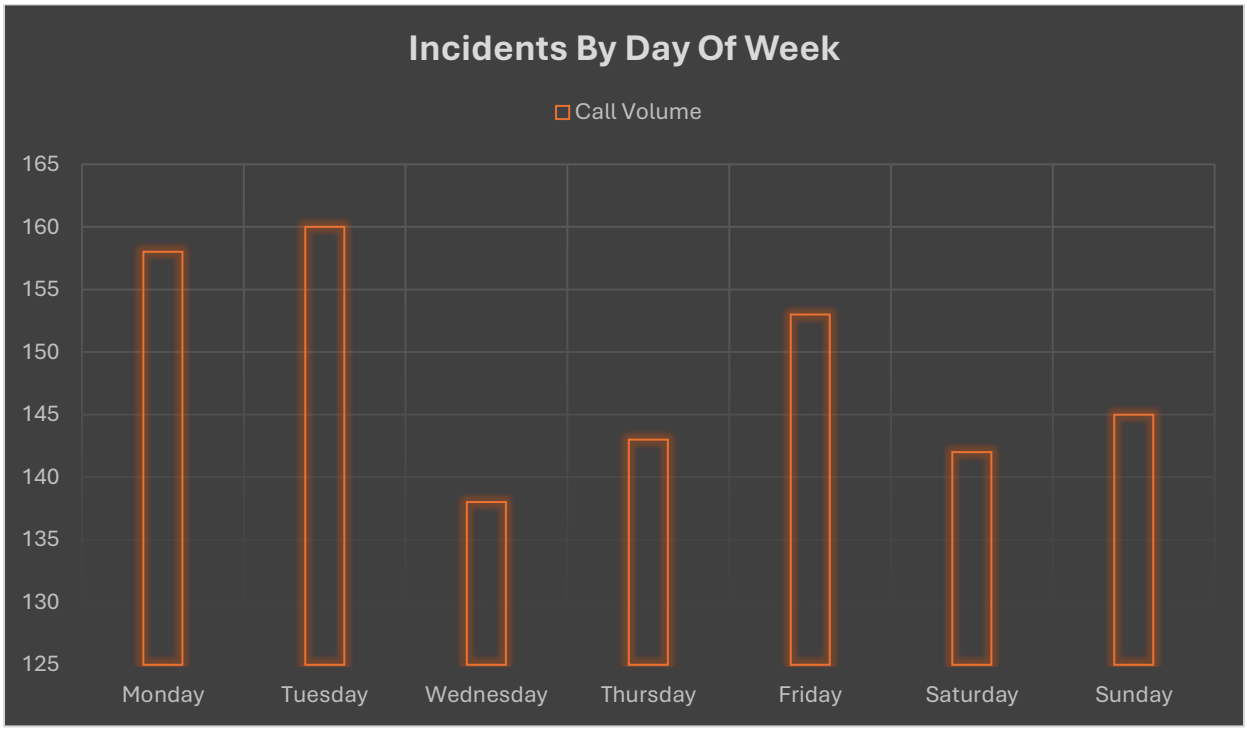
December 23

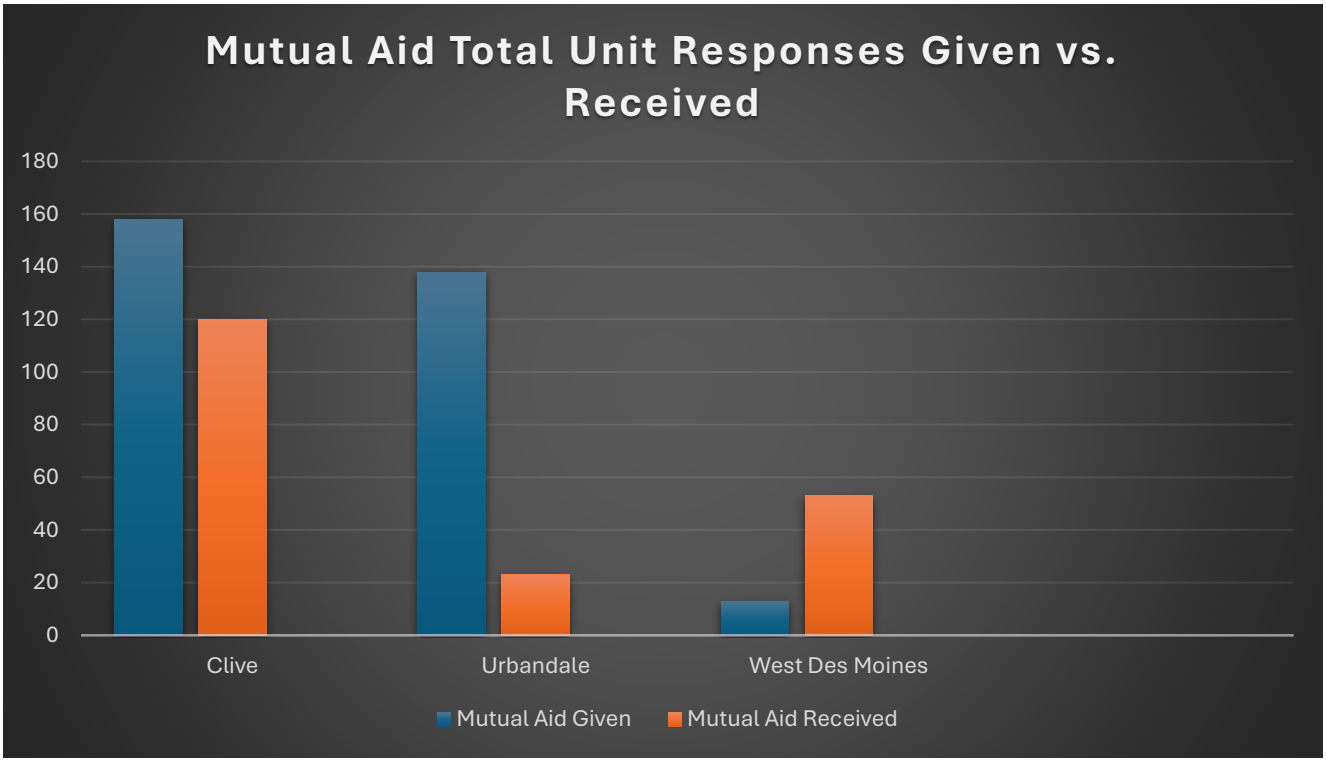
At 11:46 AM, the Norwalk Fire Department was dispatched to 1524 Holly Dr on the report of a residential structure fire. Initially, the Norwalk Fire Department responded with an engine and an ambulance with four personnel. While enroute, firefighters observed smoke in the area and immediately upgraded the assignment to a Working Fire - 1st Alarm, requesting assistance from mutual aid agencies. Upon arrival, firefighters were met with heavy fire coming from the living room and front entrance. Crews initiated an aggressive interior attack to bring the fire under control. During a primary search, crews removed two dogs from the home. Basic life support measures were provided, but were unsuccessful.
The Norwalk Fire Department was assisted by the West Des Moines Fire Department, Windsor Heights Fire Department, Norwalk Police Department, and Westcom Emergency Communications. One resident was home at the time of the fire and was alerted by working smoke detectors. There were no injuries reported to civilians or firefighters.

Fire Department
Statistics

Total Calls For Service (Calendar Year 2024)	1039	100%
Fire Incidents	49	4.72%
Rescue / EMS Incidents	692	66.6%
Hazardous Condition – No Fire	33	3.18%
Service Calls	97	9.34%
Good Intent Calls	123	11.84%
False Alarm / False Call	37	3.56%
Special Incident Type	5	0.48%
Overpressure Rupture, Explosion, Excessive Heat	3	0.29%


Incidents By Time Of Day
80
70
60
50
40
30
20
10
0
12am
1am
2am
3am
4am
5am
6am
7am
8am
9am
10am
11am
12pm
1pm
2pm
3pm
4pm
5pm
6pm
7pm
8pm
9pm
10pm
11pm


Incidents By Day Of Week
Call Volume
165
160
155
150
145
140
135
130
125
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday



Statistics

Although the Windsor Heights Fire Department's responses are primarily within our own and adjacent mutual aid jurisdictions, we did have calls to the communities of Ankeny, Johnston, and Norwalk. The calls to these agencies are negligible when compared to our overall response numbers in 2024.

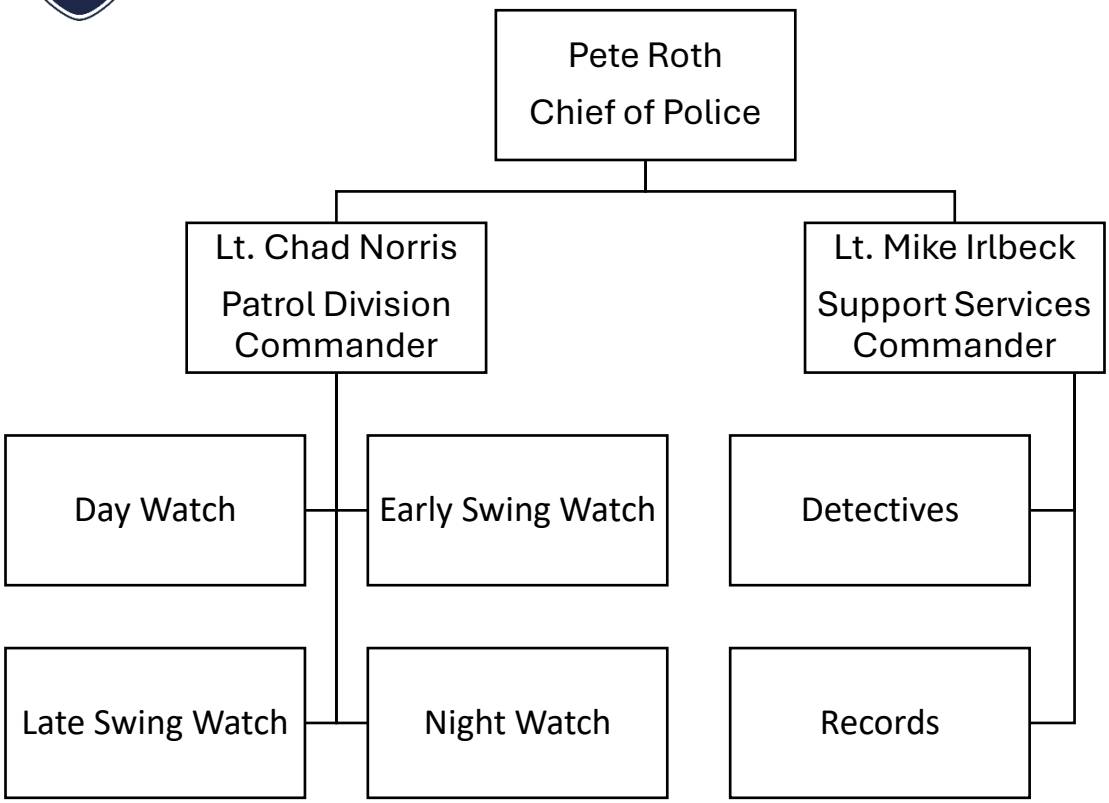
FIRE DEPT.
Presented To:
Vindsor Heights Fire Departmen
In appreciation to the
Vindsor Heights Fire Departmen
for your kind and
compassionate service to
Sandra Carson (1940-2024).
With gratitude,
Dave Carson and Family

IOWA PORK
PRODUCERS ASSOCIATION
Successful farmers. Enriched lives.

WINDSOR HEIGHTS

FIREFIGHTER
AIR COALITION

Police Department
Organizational Chart



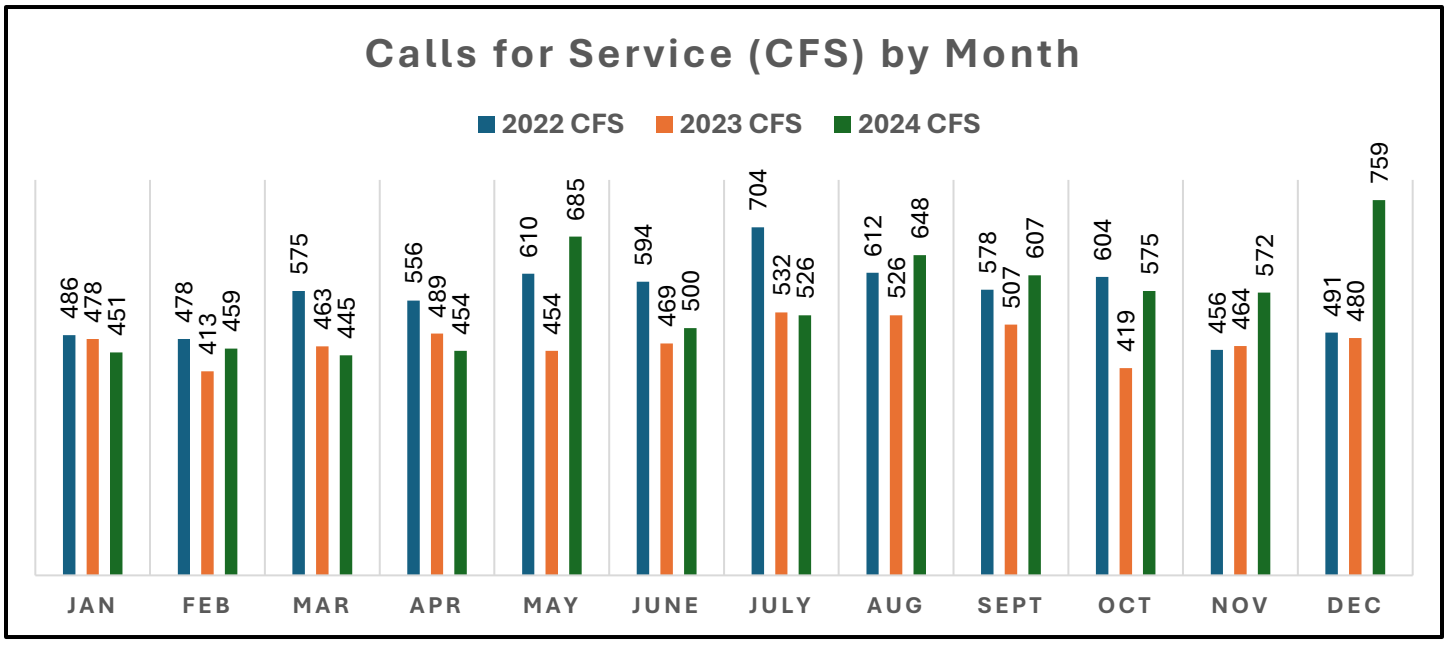
Staff (in alphabetical order)

Ryan Bowers – Police Officer
Tammy Breese – Administrative Support Clerk
Cody Brown – Police Officer
Mark Davison – Police Officer
Daniel Jacks – Police Officer
Kyle Johnson – Detective
Andrew Nissen – Police Officer
Matt Palmer – Police Officer
Rob Pearson – Police Officer (PT)
Catherine Pleiness – Police Officer
Joe Roetman – Police Officer
Eric Stein – Police Officer

Police Department Mission Statement

It is the mission of the Windsor Heights Police Department to safeguard the lives and property of the people we serve, to reduce the incidence and fear of crime, and to enhance public safety while working with the community to improve their quality of life. The women and men of this agency, in partnership with the community, are committed to providing quality, professional police services to our citizens and visitors through the preservation of peace, order, safety, and problem resolution. Our duty is to do so with honor and integrity while at all times conducting ourselves with the highest ethical standards.

Police Department
Statistics

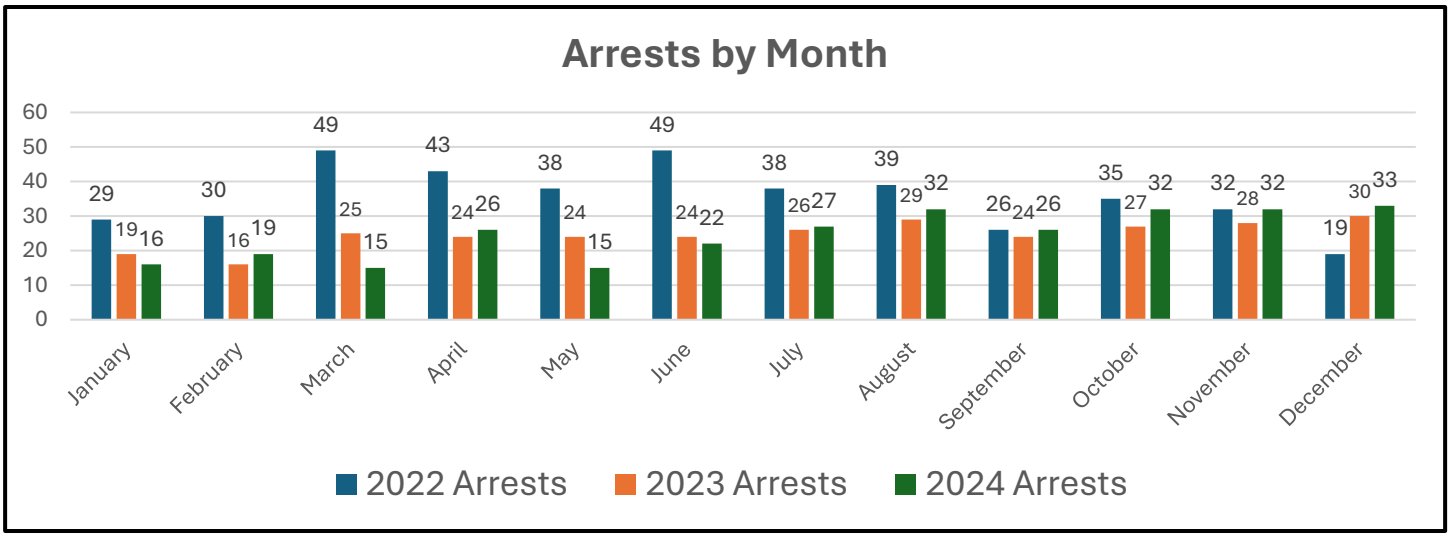


Calls for Service

Year	Total
2022	6744
2023	5694
2024	6681

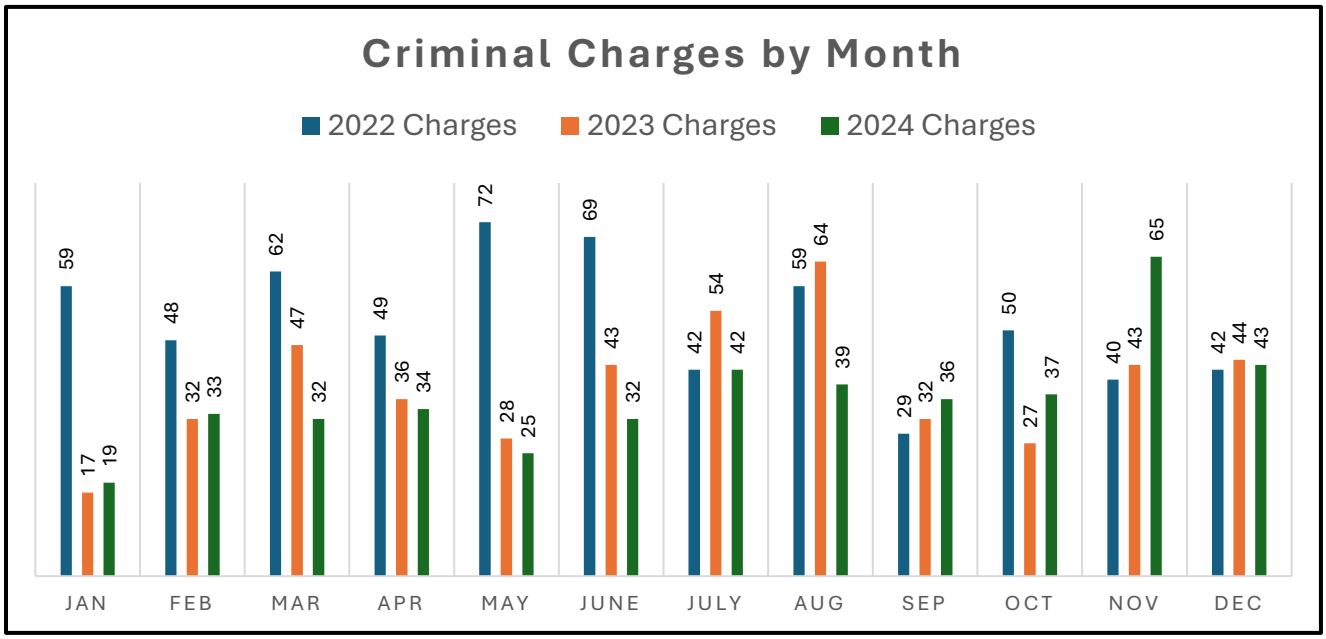
Arrests

Year	Total
2022	427
2023	296
2024	295



*Note: Totals for CFS and Arrests have been updated. Various numbers in previous reports may have changed to include the new totals.

Police Department
Statistics

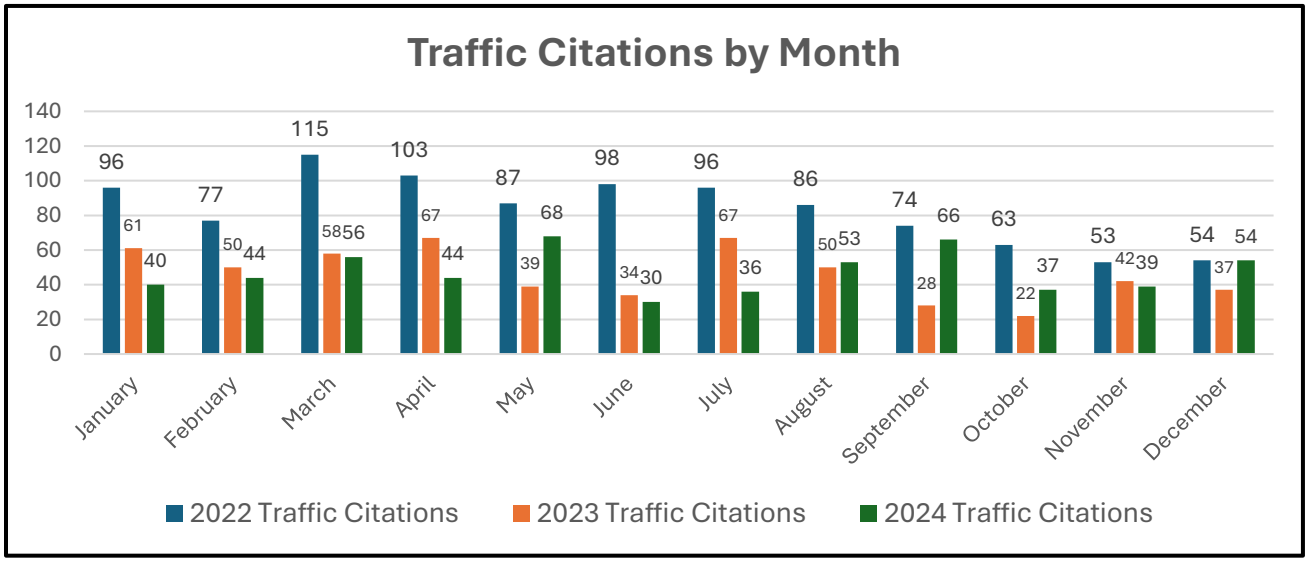


Criminal Charges

Year	Total
2022	621
2023	467
2024	437

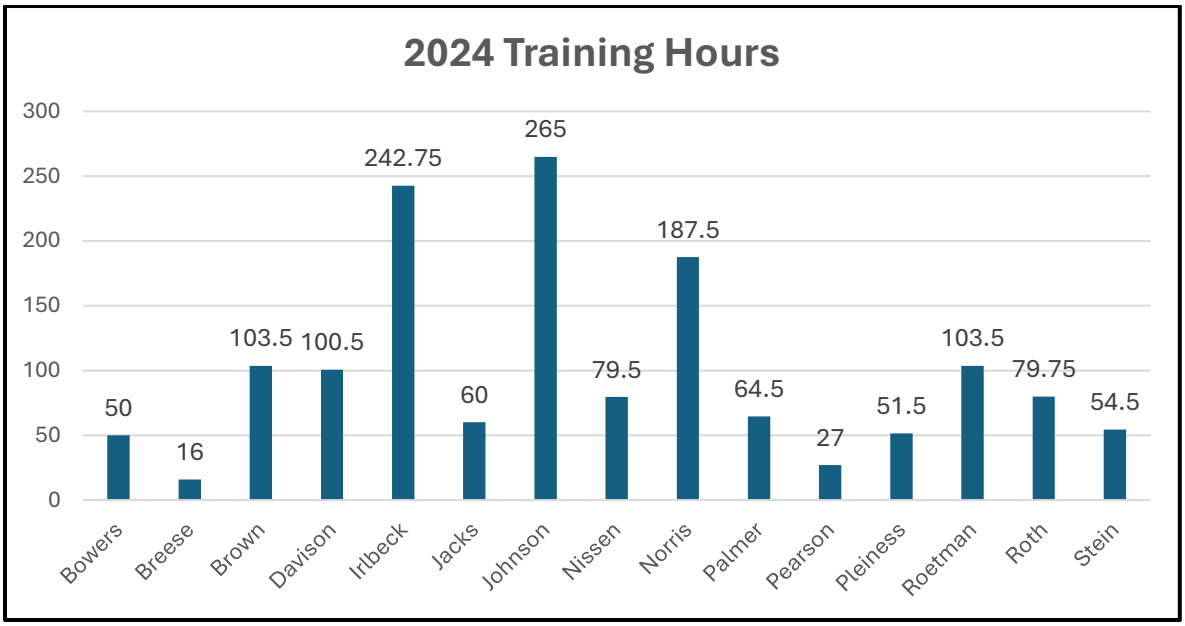
Traffic Citations

Year	Total
2022	1002
2023	555
2024	567



*Note: Totals for charges and citations have been updated. Various numbers in previous reports may have changed to include the new totals.

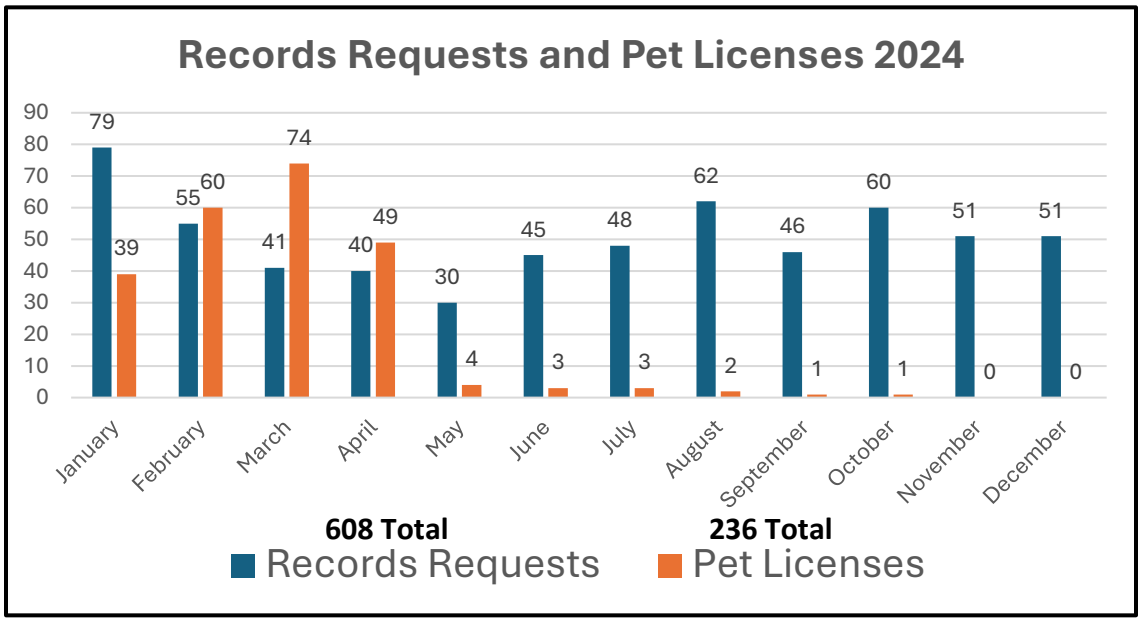
Police Department
Statistics



Total 2024 Training Hours 1,485.50.

Notable Items:

- Lieutenants Norris and Irlbeck attended an 80-hour supervisor's course and took 40 hours of Emergency Management hours taught through the Federal Emergency Management Agency (FEMA).
- Officers Roetman, Davison, and Brown attended a 40-hour crime scene processing school.
- Lieutenant Irlbeck and Detective Johnson participated in a 24-hour dignitary protection class.



Police Department
2024 Year in Pictures

Telecommunicators Proclamation
at the April 15 City Council Meeting

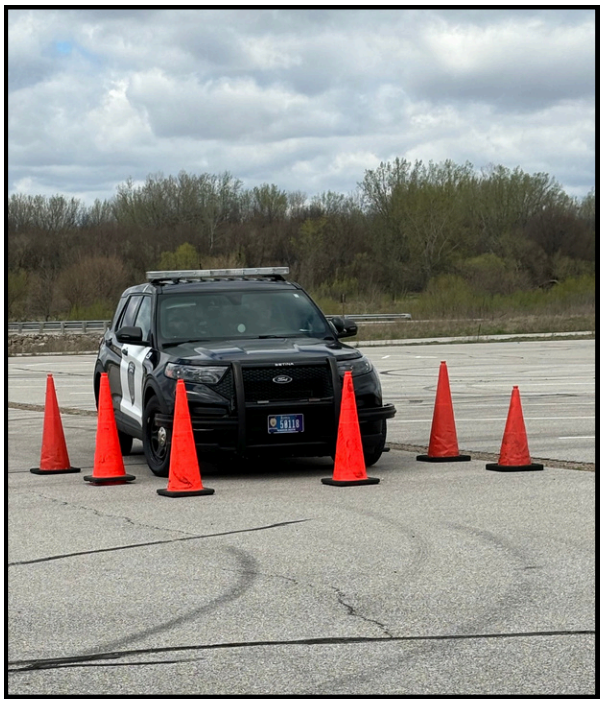
Officer Nissen working a
Movie in the Park during the summer.

New hires in 2024
Officers Jacks (L) and Pleiness (R)

Added 988 Lifeline to the marked
squad cars in May

2024 Officer of the Year
Mark Davison

Driving Training in April
at Sandpiper Recreation Area



Driving Training

Storm Clean Up in May

Storm Clean Up

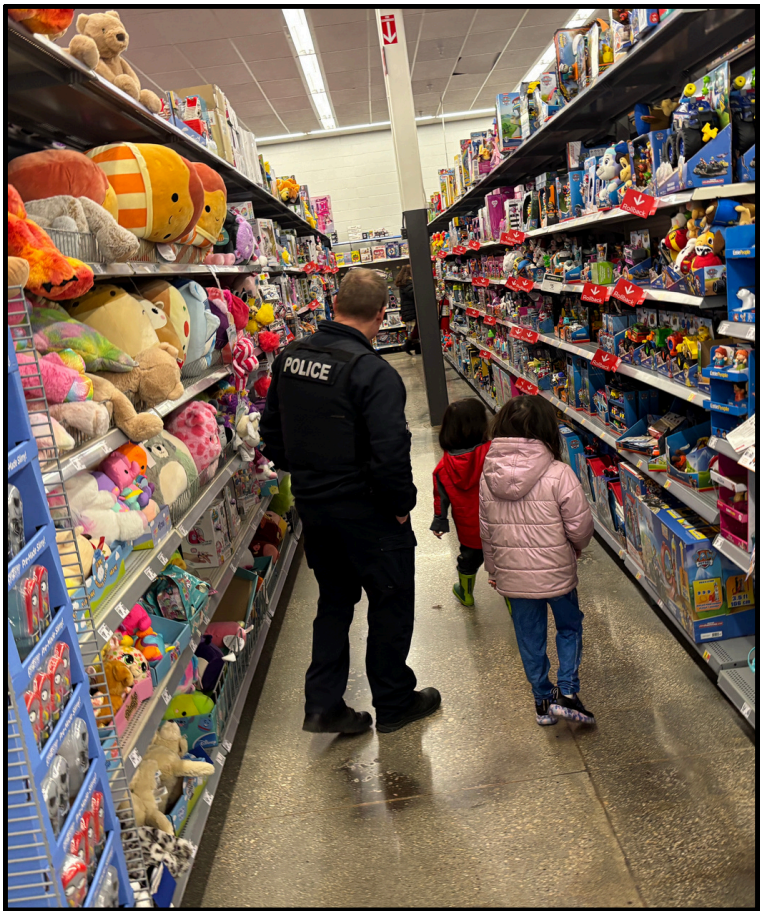
(L-R) - Lts. Norris and Irlbeck,
Officer Nissen, and
Det. Johnson participating in
Reading Across America at
Windsor Elementary in March

FD and PD helping at the Summer Rocks Event at the Clive Learning Academy in May

FD instructors providing CPR Training to officers in June

PD and FD personnel cooking for the Bankers Trust Customer Appreciation Picnic in June

FD and PD handing out Fall Fest Flyers at Hy-Vee in September



Officers participating in Shop with a Cop Event at Walmart in December

Officer Brown participating in Trunk-or-Treat at Cowles School in October

The Fire and Police Departments are proud supporters of the United States Military.
We thank and appreciate our members who have served and those who continue to do so.

Brian Jones, Lieutenant
Marines (2011-2015)
Army (2015-2021)

Johnny O'Neil, Firefighter/Paramedic
Navy (2000-2008)

Dave Molyneaux, Part-time Firefighter/Paramedic
Air Force (2006-2008)

Patrick Thomas, Part-time Firefighter/Paramedic
Marines (1990-1996)

Andrew Nissen, Police Officer
Army (2002-2008)

Joseph Roetman, Police Officer
Army (2006-2012)

Ryan Bowers, Police Officer
Army (2013-2019)

Kyle Johnson, Detective
Army (2005-2018)

Cody Brown, Police Officer
Navy (2009-2011)

Eric Stein, Police Officer
Navy (2009-2013)

Catherine Pleiness, Police Officer
Navy Reserve (2021-Present)

Special Recognition

The Fire and Police Departments take pride in appreciating their respective members for their accomplishments. Those who received awards demonstrated exceptional dedication to protecting and serving the Windsor Heights community. We appreciate every member of the Windsor Heights Fire and Police Department for their continued efforts, often working in the most dangerous, uncomfortable, and stressful environments.

Special Awards and Recognition in 2024

Robert Fleming
2024 Most Improved Member of the Year
Kari Davis
2024 Medic of the Year
Jason Kling and Nate Goddard
2024 Firefighter of the Year
Pat Thomas
Fire Chief Pride and Ownership Award 2024
Brett Merseal, Jeff Price, Brian Jones, Malcolm St. Clair, and McClain Swauger
Life Saving Awards

Mark Davison
2024 Police Officer of the Year
Ryan Bowers
West Des Moines Elks Lodge 2024
Law Enforcement Professional of the Year
Mark Davison
Noon Optimist Club of Western Des Moines
Respect for Law Enforcement Award 2024

We sincerely thank all our public safety partners in the Des Moines Metropolitan Area for their steadfast support, cooperation, and assistance. Agencies seldom operate independently; instead, they rely heavily on regional collaborators for coverage, handling significant incidents, and exchanging crucial information. We also thank the organizations and agencies who awarded grants to the Fire and Police Departments in 2024 to assist with public safety operations and programs.

Windsor Heights Public Safety Committee

Finally, thank you to the dedicated individuals serving on the Windsor Heights Public Safety Committee, whose unwavering commitment directly supports the endeavors of the Windsor Heights Police and Fire Departments. Thank you for your invaluable contributions!

Mayor Mike Jones
Council Members Lauren Campbell and Joseph Jones
City Administrator Adam Plagge
Residents Anna Hyatt, Sarah Roemer, Darren Skeries, and Michael Stueckrath