



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, July 7, 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 June 16, 2025
 - B. Approve Financial Reports
 - C. Approve Liquor License - Super Quick Mart - 7690 Hickman Rd
 - D. Approve Resolution No. 2025-56 - A Resolution Setting a Public Hearing to Consider General Amendments and Accessory Dwelling Unit Updates to the Zoning Code
 - E. Approve Resolution No. 2025-57 - A Resolution Approving an Agreement for Professional Services with Bolton & Menk for the 73rd Street Improvements - Phase 2 Project
 - F. Approve Resolution No. 2025-58 - A Resolution Waiving CEC Fees for the Youth St. Vincent De Paul Conference Associated with St. Theresa Catholic School
 - G. Approve Resolution No. 2025-59 - A Resolution Waiving CEC Fees for Postpartum Support International The Climb Event
 - H. Approve DART Grant Application Letter of Support

5. **Action Items:**

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.



- A. Discussion on Chapter 122 Peddlers and Transient Merchants
- B. Consideration of Resolution No. 2025-60 - A Resolution Approving a 28E Agreement Between Windsor Heights and Urbandale Concerning the Crisis Intervention Team Program

6. **Reports:**

- A. Mayor, Council Reports and Committee Updates, and Administration Reports
 - i Mayor's Report
- B. Q2 2025 Code Enforcement 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, June 16, 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: Susan Skeries, Joseph Jones, Michael Libbie, Lauren Campbell, and Threase Harms (via Zoom). Staff present: City Administrator Adam Plagge, City Attorney Erin Clanton, Deputy City Clerk Nate Leuthold, Fire Chief Jim Mease, Police Chief Pete Roth, Public Works Director Andy Larson (via Zoom), City Engineer Justin Ernst.

2. **Approval of the Agenda**

Motion by Susan Skeries to APPROVE. Seconded by Michael Libbie. Motion passed 5-0

3. **Public Hearing on the Proposed Plans, Specifications, Form Of Contract, And Estimated Total Cost For The University Ave Maintenance Project**

Motion by Michael Libbie to open public hearing. Seconded by Susan Skeries. Motion passed 5-0
Justin Ernst provided the staff report regarding bids, which came in lower than the engineer's estimate. Adam Plagge provided additional commentary.

Dan Bredbeck of 6401 University Ave asked about left-and-right turns going south-bound on 64th onto University. Justin Ernst and Adam Plagge clarified that both types of turns are permitted.

Motion by Susan Skeries to close public hearing. Seconded by Michael Libbie. Motion passed 5-0

A. **Consideration of Resolution No. 2025-54 - A Resolution Awarding the University Avenue Maintenance Project to Quality Striping, Inc.**

Motion by Susan Skeries to APPROVE. Seconded by Michael Libbie. Motion passed 5-0

4. **Public Hearing on the Proposed Plans, Specifications, Form Of Contract, And Estimated Total Cost For The Wilshire Boulevard Storm Sewer Project**

Motion by Susan Skeries to open public hearing. Seconded by Joseph Jones. Motion passed 5-0.
Justin Ernst presented the staff report, focusing on the scope of work and the reason it is needed. The lowest bid came in below the engineer's estimate.

Susan asked a question regarding the expected timeframe of the project, specifically in regards to Fall Festival. Justin advised that the timeframe should not interfere with Fall Festival, as long as all goes well.

Dave Burgess of 7036 Wilshire spoke regarding the history of the intake pipes and sump pumps involved in this project.

Motion by Joseph Jones to close public hearing. Seconded by Susan Skeries. Motion passed 5-0

A. **Consideration of Resolution No. 2025-55 - A Resolution Awarding the Wilshire Boulevard Storm Sewer Project to JET Drain Service**

Motion by Susan Skeries to APPROVE. Seconded by Michael Libbie. Motion passed 5-0.

5. **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

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

Motion by Michael Libbie to pull item C for consideration and APPROVE. Seconded by Susan Skeries. Motion passed 5-0

A. **Approve Minutes of the Regular Council Meeting on June 2, 2025**

- B. Approve Financial Reports
- D. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 11
- E. Approve 2023 Colby Park Improvements Pay Request 11 and Change Order 9
- F. Approve Crisis Intervention 28E Conflict Waiver
- G. Approve 68th Street Improvements Pay Request 2 and Change Order 2
- H. Approve Juneteenth Proclamation

7. Action Items:

- C. Approve Liquor License - Thirsty Pig - 6900 School Street
Adam Plagge provided the staff report regarding signage, permits, and suspensions. Motion by Susan Skeries to approve. Seconded by Joseph Jones. Motion passed 5-0
- A. Discussion of 73rd Street Improvements – Phase 2 Preliminary Design Contract with Bolton & Menk
Justin Ernst gave the staff report. Everything so far is just in the preliminary stages and gathering information from the public, other agencies, etc.
Susan Skeries asked for clarification regarding pricing and funding. Justin Ernst advised that the pricing is in flux, but will getting ahead of it will help keep pricing low. Adam Plagge advised that funds would come from bonding capacity and the urban renewal plan and that as this was a discussion-item only, it would appear on the next Council agenda for approval.
- B. Consideration of Approval to Release Tree Removal Request For Proposals
Motion by Michael Libbie to APPROVE. Seconded by Susan Skeries. Adam Plagge provided the staff report. Michael Libbie provided a correction to an address. Susan Skeries asked about timeframes for removal and if any could be removed sooner. Adam Plagge and Erin Clanton advised that the notification process is what is holding up City action, but homeowners may opt to remove trees sooner rather than later since they are aware of the problem. Motion passed 5-0.
- C. Consideration of Action to Take on Super Quick Mart Tobacco Violation
Adam Plagge provided the staff report. Michael Libbie and Lauren Campbell spoke regarding additional checks to all establishments within Windsor Heights. Threase Harms spoke regarding habitual offenders. Erin Clanton and Chief Roth spoke regarding city code being out of date regarding tobacco, and that state code takes precedence.
Motion by Susan Skeries to let the state handle the violation process. Seconded by Joseph Jones. Motion passed 5-0
- D. Consideration of FY26 Tobacco Permits
Susan Skeries brought up the hazards of vaping. Adam Plagge spoke regarding violations and consequences. Mayor Jones asked about the status of updating City code. Erin Clanton advised that an update is in the works. Lauren Campbell requested that the code update require the presence of offending parties at Council meetings, if possible. Threase Harms spoke regarding updating City code to shore up state code and the presence of outward-facing advertisements in local businesses. Mike Jones asked about a timeline regarding the City's tobacco code. Adam Plagge advised that the code would be presented to Council this fall. Erin advised that the reivew is roughly halfway complete.

Motion by Michael Libbie to APPROVE. Seconded by Joseph Jones. Motion passed 4-1. Yes: Susan Skeries, Joseph Jones, Michael Libbie, and Lauren Campbell. No: Threase Harms.

8. **Reports:**

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

Threase Harms: Attended MAC annual planning meeting last week, where they discussed joint effort to address fireworks as well as homelessness. MAC is looking for volunteers for the National Senior Olympics in July. Waterworks continues to ask for water conservation. She received some questions regarding rain barrels and tree plantings; requested more updates in the newsletter/social media.

Lauren Campbell: Attended the Public Safety Committee Meeting last week, will attend a BRAVO meeting on Wednesday, and a Special Events meeting on Friday. Special thanks to Adam, Susan, and Brian in Public Works for assisting with a resident issue on the clean-up day event.

Michael Libbie: attended State of the City event. Thanked Adam for the meeting this morning. Spoke with Andy on Marilyn Dr. regarding resurfacing. Coffee with Council on Saturday. Congrats to Threase on 10 years of service. The Windsor Heights podcast dropped, featuring the Windsor Heights Fire Department.

Joseph Jones: Thanks to Lauren for covering the last DART Commission Meeting.

Susan Skeries: Attended State of the City, thanks to the Chamber and Mayor Jones. June movie in the Park was a success with around 600 attendees. Thanks to the PD/FD for grilling at the Bankers Trust Customer Appreciation event. Wind-down Windsor Heights went well. She will attend the Polk County Emergency Management meeting on Tuesday, the MWA meeting on Wednesday, Catch Des Moines on Thursday, and a Special Events meeting on Friday. She will be volunteering at the Junior Rodeo through Catch Des Moines on Saturday. She will attend the Chamber's AM exchange on June 24th, and the July 2nd Metro Waste Board meeting. Wake Up Windsor Heights July 10th; please RSVP if you plan to attend. Thanks to PW for successful tire turn-in event and MWA and the City for another great clean-up day event.

B. Fireworks Report

Adam Plagge: fireworks are prohibited in City Code. State code supersedes that on July 3rd/4th and December 31st. Our code will be updated.

9. **Adjourn**

Motion by Susan Skeries to adjourn at 6:57 PM. Seconded by Michael Libbie. Motion passed 5-0



**STAFF REPORT
CITY COUNCIL**
July 7, 2025

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

GENERAL INFORMATION

ATTACHMENTS

1. 6.18.25 CHECK DETAIL REGISTER
2. 6.30.25 CHECK DETAIL REGISTER
3. 6.13.25 CHECK DETAIL REGISTER



CITY OF WINDSOR HEIGHTS

06/18/25 1:35 PM

Page 1

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1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1110 CASH					
58686	06/18/25	AHLERS COONEY P.C.			
E 001-150-6411		LEGAL	\$72.71	883306	LEGAL FEES
		Total	\$72.71		
58687	06/18/25	AIRGAS			
E 001-160-6498		MEDICAL SUPPLIES	\$8.37	5516506805	OXYGEN
E 001-160-6498		MEDICAL SUPPLIES	\$71.58	9161551878	OXYGEN
		Total	\$79.95		
58688	06/18/25	AMAZON CAPITAL SERVICES			
E 001-150-6506		OFFICE SUPPLIES	\$0.09	169M-JGP1-	ORIGINAL INVOICE WAS SHORT PAID
E 001-110-6506		OFFICE SUPPLIES	\$40.65	17CP-1FX9-	OFFICE SUPPLIES
		Total	\$40.74		
58689	06/18/25	BASCOM TRUCK & AUTOMOTIVE INC			
E 001-160-6350		REPAIR-EQUIPMENT	\$169.95	417575	A553 EQUIPMENT REPAIR
		Total	\$169.95		
58690	06/18/25	BOLTON & MENK			
E 314-210-6407		PROF FEES/ENGINEERI	\$2,944.00	0343208	UNIV AVE ENGINEERING
E 314-210-6407		PROF FEES/ENGINEERI	\$13,528.00	0356268	UNIV AVE ENGINEERING
E 314-210-6407		PROF FEES/ENGINEERI	\$9,297.00	0358755	UNIV AVE ENGINEERING
		Total	\$25,769.00		
58691	06/18/25	BOUND TREE MEDICAL LLC			
E 001-160-6498		MEDICAL SUPPLIES	\$17.90	85792073	MEDICAL SUPPLIES
E 001-160-6498		MEDICAL SUPPLIES	\$202.50	85797971	MEDICAL SUPPLIES
		Total	\$220.40		
58692	06/18/25	BREESE, TAMMY			
E 001-110-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE
		Total	\$80.00		
58693	06/18/25	CINTAS			
E 001-150-6310		BUILDING REPAIR	\$32.26	5274413406	FIRST AID CABINET
		Total	\$32.26		
58694	06/18/25	CITY OF URBANDALE			
E 001-150-6230		TRAINING	\$659.00	2025-86	TRAINING TOWER FEES
		Total	\$659.00		
58695	06/18/25	GALLS LLC			
E 001-110-6180		ALLOWANCES	\$57.71	031505726	CLOTHING ALLOWANCE
E 001-110-6180		ALLOWANCES	\$63.92	031517324	CLOTHING ALLOWANCE
		Total	\$121.63		
58696	06/18/25	INDEPENDENT PUBLIC ADVISO			
E 001-620-6490		OTHER PROF SERVICE	\$2,250.00	WIN2025-3	3RD QTR RETAINER
		Total	\$2,250.00		



CITY OF WINDSOR HEIGHTS

06/18/25 1:35 PM

Page 2

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
58697	06/18/25	IOWA DEPT OF PUBLIC SAFETY			
E 001-110-6413		CONTRIBUTIONS & PAY	\$325.50	2114	2ND QTR SERVICE FY25
		Total	\$325.50		
58698	06/18/25	IOWA LEAGUE OF CITIES			
E 001-620-6210		DUES & MEMBERSHIPS	\$3,155.00	105994	ANNUAL DUES
		Total	\$3,155.00		
58699	06/18/25	IRLBECK, MICHAEL			
E 001-110-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE
		Total	\$80.00		
58700	06/18/25	JOHNSON, KYLE			
E 001-110-6373		COMMUNICATIONS	\$40.00		JUNE CELL PHONE - 1/2 MONTH
		Total	\$40.00		
58701	06/18/25	LARSON, ANDY			
E 110-210-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE
		Total	\$80.00		
58702	06/18/25	LEUTHOLD, NATE			
E 001-620-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE
E 001-620-6240		MEETING/CONFERENCE	\$20.23		MAY MILEAGE
E 001-620-6240		MEETING/CONFERENCE	\$72.10		APRIL MILEAGE
		Total	\$172.33		
58703	06/18/25	MEASE, JIM			
E 001-150-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE
		Total	\$80.00		
58704	06/18/25	NORRIS, CHAD			
E 001-110-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE
		Total	\$80.00		
58705	06/18/25	NORRIS, MASON			
E 001-110-6406		COMPLIANCE FUNDS	\$75.00		COMPLIANCE CHECK
		Total	\$75.00		
58706	06/18/25	PLAGGE, ADAM			
E 001-620-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE
		Total	\$80.00		
58707	06/18/25	PROFESSIONAL PRODUCTS			
E 001-150-6180		ALLOWANCES	\$750.50	4509	BULK CLOTHING ORDER
		Total	\$750.50		
58708	06/18/25	ROTH, PETE			
E 001-110-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE
		Total	\$80.00		
58709	06/18/25	SECURITY EQUIPMENT INC			
E 001-620-6507		OPERATING SUPPLIES	\$274.56	939899	CITY HALL ACCESS HOSTING



CITY OF WINDSOR HEIGHTS

06/18/25 1:35 PM

Page 3

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-480-6371		UTILITIES	\$65.52	939899	CEC ACCESS HOSTING
E 001-110-6507		OPERATING SUPPLIES	\$729.06	939963	PSB ACCESS HOSTING
		Total	\$1,069.14		
58710	06/18/25	STRAIT, ADAM			
E 001-620-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE
		Total	\$80.00		
58711	06/18/25	SWISHER, RACHELLE			
E 001-620-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE
		Total	\$80.00		
58712	06/18/25	UNIVERSITY WEST PET CLINIC			
E 001-150-6505		DOG EXPENSES	\$24.00	531327	EMBER
		Total	\$24.00		
58713	06/18/25	UNPLUGGED WIRELESS COMMUNICATI			
E 350-150-6727		ERP - EQUIPMENT	\$1,400.00	SPRININ657	JONES RADIO
		Total	\$1,400.00		
58714	06/18/25	UTRAJ LLC			
E 001-620-6499		MISC/REFUNDS	\$25.00		TOBACCO LICENSE OVERPAYMENT REFUND
		Total	\$25.00		
58715	06/18/25	WEX FLEET UNIVERSAL			
E 001-160-6331		MOTOR VEHICLE OPER	\$324.00		FUEL
E 001-150-6331		MOTOR VEHICLE OPER	\$401.13		FUEL
E 001-110-6331		MOTOR VEHICLE OPER	\$1,324.18		FUEL
E 110-210-6331		MOTOR VEHICLE OPER	\$615.56		FUEL
		Total	\$2,664.87		
		1110 CASH	\$39,836.98		

Fund Summary

1110 CASH

001 GENERAL	\$11,972.42
110 ROAD USE TAX	\$695.56
314 UNIVERSITY AVENUE PROJECT	\$25,769.00
350 EQUIPMENT REVOLVING FUND	\$1,400.00
	\$39,836.98



CITY OF WINDSOR HEIGHTS

06/30/25 10:39 AM

Page 1

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1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1110 CASH					
58723	06/30/25	ADVENTURE LIGHTING			
E 001-480-6310		BUILDING REPAIR	\$15.72	124452	BULBS
E 001-480-6310		BUILDING REPAIR	\$90.00	124452A	BULBS
E 001-480-6310		BUILDING REPAIR	\$87.60	124560	SUPPLIES
		Total	\$193.32		
58724	06/30/25	AMAZON CAPITAL SERVICES			
E 001-620-6506		OFFICE SUPPLIES	\$29.67	112-3074114	SUPPLIES - ORDER#112-3074114-6965839
E 350-615-6727		ERP - EQUIPMENT	\$122.55	114-1595649	PRINTER - ORDER #114-1595649-6417824
E 001-620-6506		OFFICE SUPPLIES	\$119.63	13LL-QT7R-	SUPPLIES
E 001-150-6507		OPERATING SUPPLIES	\$199.98	17WP-X4JR-	SUPPLIES
E 001-620-6506		OFFICE SUPPLIES	\$153.92	19GH-CRHX-	SUPPLIES
E 001-620-6181		CLOTHING ALLOWANCE	\$119.76	1HVX-K4Q9-	CLOTHING ALLOWANCE
E 001-160-6504		MINOR EQUIPMENT	\$41.79	1JY7-141P-4	IPAD KEYBOARD
E 001-150-6180		ALLOWANCES	\$192.99	1KKF-QHVV-	CLOTHING ALLOWANCE
E 001-620-6181		CLOTHING ALLOWANCE	\$24.99	1KVL-4HVJ-	CLOTHING ALLOWANCE
		Total	\$1,005.28		
58725	06/30/25	AMERICAN ALARMS			
E 001-150-6310		BUILDING REPAIR	\$228.15	I-9611	ALARM PANEL MAINTENANCE
		Total	\$228.15		
58726	06/30/25	AMERICAN FENCE COMPANY			
E 303-430-6760		CAP OUTLAY	\$2,765.00	DES002310	BALL FIELD FENCE
E 001-430-6727		ERP - EQUIPMENT	\$3,848.00	DES002310	BALL FIELD FENCE
		Total	\$6,613.00		
58727	06/30/25	ARNOLD MOTOR SUPPLY			
E 110-210-6507		OPERATING SUPPLIES	\$1,222.74	51NV337329	SUPPLIES
		Total	\$1,222.74		
58728	06/30/25	BAKER ELECTRIC INC.			
E 110-210-6407		PROF FEES/ENGINEERI	\$5,928.22	13033-06	UTILITY LOCATES
		Total	\$5,928.22		
58729	06/30/25	BANKERS TRUST COMPANY			
E 001-470-6499		MISC/REFUNDS	\$31.99	06302025 35	STORAGE UNIT
E 001-610-6507		OPERATING SUPPLIES	\$31.98	06302025 35	ZOOM
E 001-615-6507		OPERATING SUPPLIES	\$430.90	06302025 35	ADOBE
E 001-610-6240		MEETING/CONFERENCE	\$260.00	06302025 35	HARMS LEAGUE CONF
E 001-620-6240		MEETING/CONFERENCE	\$260.00	06302025 35	STRAIT LEAGUE CONF
E 001-620-6240		MEETING/CONFERENCE	\$24.73	06302025 35	CLERK SCHOOL LUNCH
E 001-610-6240		MEETING/CONFERENCE	\$260.00	06302025 35	SKERIES LEAGUE CONF
E 001-620-6181		CLOTHING ALLOWANCE	\$164.69	06302025 35	CLOTHING ALLOWANCE
E 110-210-6417		STREET MAINTENANCE	\$943.36	06302025 84	SIGNS
E 110-210-6180		ALLOWANCES	\$67.48	06302025 84	CLOTHING ALLOWANCE
E 110-210-6507		OPERATING SUPPLIES	\$79.62	06302025 84	SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$168.93	06302025 84	SUPPLIES
E 110-210-6180		ALLOWANCES	\$67.47	06302025 84	CLOTHING ALLOWANCE



CITY OF WINDSOR HEIGHTS

06/30/25 10:39 AM

Page 2

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 110-210-6417		STREET MAINTENANCE	\$1,064.00	06302025 84	SIGNS
E 110-210-6417		STREET MAINTENANCE	\$319.77	06302025 84	SIGNS
E 001-150-6210		DUES & MEMBERSHIPS	\$150.42	06302025 96	IAFC DUES
E 001-150-6210		DUES & MEMBERSHIPS	\$25.00	06302025 96	PCFCA DUES
E 001-150-6599		MISCELLANEOUS	\$16.91	06302025 96	CHIEFS LUNCH MTG
E 001-150-6721		CAPITAL PROJECTS/RE	\$1,089.97	06302025 96	DAY ROOM FURNITURE
E 001-150-6230		TRAINING	\$42.58	06302025 96	FDIC MEALS
E 001-160-6230		TRAINING	\$323.10	06302025 96	STATPACKS
E 001-160-6230		TRAINING	\$515.50	06302025 96	EMERGENCY ENTRY KIT
E 001-160-6230		TRAINING	\$295.00	06302025 96	TOOL STRAPS
E 001-150-6411		LEGAL	\$45.00	06302025 96	BACKGROUND CHECKS
E 001-615-6490		OTHER PROF SERVICE	\$32.00	06302025 99	MICROSOFT CHARGES
E 001-615-6490		OTHER PROF SERVICE	\$828.00	06302025 99	MICROSOFT CHARGES
E 001-480-6504		MINOR EQUIPMENT	\$26.48	06302025 99	LASER POINTER CEC
E 001-470-6499		MISC/REFUNDS	\$1,039.45	06302025 99	SPECIAL EVENTS STORAGE SHED
E 326-210-6761		CAP OUTLAY	\$147.00	06302025 99	PARKING SIGNS
E 303-430-6760		CAP OUTLAY	\$157.50	06302025 99	PLAYGROUND SIGNS
E 001-620-6181		CLOTHING ALLOWANCE	\$64.18	06302025 99	CLOTHING ALLOWANCE
E 001-110-6230		TRAINING	\$1,994.00	06302025 99	CRITICAL INCIDENT REVIEW TRNG
E 001-110-6506		OFFICE SUPPLIES	\$226.67	06302025 99	PALM PRINT INK PADS
E 001-110-6502		PROMO/COMMUNITY RE	\$250.00	06302025 99	PS NIGHT FACE PAINTING
Total			\$11,443.68		
58730	06/30/25	BOLTON & MENK			
E 326-210-6407		PROF FEES/ENGINEERI	\$25,278.50	0365822	68TH ST S
E 322-210-6407		PROF FEES/ENGINEERI	\$28,927.00	0365823	73RD ST ENG
E 740-865-6407		PROF FEES/ENGINEERI	\$3,612.00	0365831	WILSHIRE STORM SEWER END
E 001-620-6407		PROF FEES/ENGINEERI	\$7,331.00	0365854	GENERAL ENG
Total			\$65,148.50		
58731	06/30/25	BOUND TREE MEDICAL LLC			
E 001-160-6498		MEDICAL SUPPLIES	\$187.88	85813656	MEDICAL SUPPLIES
Total			\$187.88		
58732	06/30/25	BULLZEYE, INC			
E 001-110-6409		JANITORIAL	\$127.90	9702	SUPPLIES
Total			\$127.90		
58733	06/30/25	CALIBER CONCRETE LLC			
E 303-430-6760		CAP OUTLAY	\$12,910.54		COLBY PARK PAY REQUEST #10
Total			\$12,910.54		
58734	06/30/25	CAMPBELL, LAUREN			
E 001-470-6498		MEDICAL SUPPLIES	\$232.99		SIGNS WINDSOR WONDERLAND
E 001-470-6499		MISC/REFUNDS	\$213.00		SIGNS TOUCH A TRUCK
E 001-470-6496		MOVIES IN THE PARK	\$249.00		SIGNS MOVIES IN THE PARK
E 001-470-6499		MISC/REFUNDS	\$27.79		AVERY LABELS
E 001-470-6499		MISC/REFUNDS	\$10.00		SPECIAL EVENTS CARDS
Total			\$732.78		



CITY OF WINDSOR HEIGHTS

06/30/25 10:39 AM

Page 3

*Check Detail Register© 1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
58735	06/30/25	CAPITAL SANITARY SUPPLY			
E 001-480-6511		BLDG & GROUNDS OPE	\$680.15	C407947	SUPPLIES
E 001-480-6511		BLDG & GROUNDS OPE	\$59.40	C408031	SUPPLIES
		Total	\$739.55		
58736	06/30/25	CATCH DES MOINES			
E 001-460-6421		CULT SVCS - CONVENTI	\$542.00	24383	JUNE HOTEL/MOTEL
		Total	\$542.00		
58737	06/30/25	CINTAS			
E 110-210-6507		OPERATING SUPPLIES	\$66.07	5274413402	SUPPLIES
E 001-480-6507		OPERATING SUPPLIES	\$184.27	5274413405	SUPPLIES
		Total	\$250.34		
58738	06/30/25	CLIVE POWER EQUIP.			
E 740-865-6507		OPERATING SUPPLIES	\$225.53		STORM PUMP REPAIR
E 001-430-6511		BLDG & GROUNDS OPE	\$49.20	8537	CHAIN SAW SHARPEN
E 001-480-6332		REPAIR - VEHICLES & E	\$45.42	8598	REPAIRS
E 001-430-6504		MINOR EQUIPMENT	\$1,077.96	9309	SUPPLIES
		Total	\$1,398.11		
58739	06/30/25	CONCRETE SUPPLY INC.			
E 740-865-6765		STORM DRAINAGE CAPI	\$353.00	789298	STORM SEWER LIDS
		Total	\$353.00		
58740	06/30/25	CORE & MAIN			
E 740-865-6507		OPERATING SUPPLIES	\$3,771.79	X117803	MANHOLD FRAMS
		Total	\$3,771.79		
58741	06/30/25	DENTONS DAVIS BROWN PC			
E 001-640-6411		LEGAL	\$270.00	1606105	ATE LEGAL FEES
		Total	\$270.00		
58742	06/30/25	DIAMOND VOGEL, INC			
E 110-210-6417		STREET MAINTENANCE	\$277.50	224341612	PAINT
		Total	\$277.50		
58743	06/30/25	ENTENMANN-ROVIN CO			
E 001-110-6507		OPERATING SUPPLIES	\$150.00	0188757-IN	GRAPHICS PROJECT
		Total	\$150.00		
58744	06/30/25	FABER, MIKE			
E 740-865-6765		STORM DRAINAGE CAPI	\$288.08		STORM WATER REIMBURSEMENT PROGRAM
		Total	\$288.08		
58745	06/30/25	FOLAND TOOLS LLC			
E 110-210-6507		OPERATING SUPPLIES	\$192.25	0616258291	SUPPLIES
		Total	\$192.25		
58746	06/30/25	FOWLER, CAROLINE			
E 001-620-6499		MISC/REFUNDS	\$40.00		PET LICENSE OVERPAYMENT



CITY OF WINDSOR HEIGHTS

06/30/25 10:39 AM

Page 4

*Check Detail Register©

1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$40.00		
58747	06/30/25	GENERAL TRAFFIC CONTROLS			
E 322-210-6761		CAP OUTLAY	\$37,887.00	26225	73RD ST TRAFFIC CONTROLS
Total			\$37,887.00		
58748	06/30/25	GRAINGER			
E 001-480-6332		REPAIR - VEHICLES & E	\$14.66	9502730626	SUPPLIES
E 110-210-6310		BUILDING REPAIR	(\$29.76)	9503183015	CREDIT MEMO
E 001-480-6310		BUILDING REPAIR	\$39.54	9524466456	SUPPLIES
Total			\$24.44		
58749	06/30/25	HELIX PEST SOLUTIONS LLC			
E 001-150-6310		BUILDING REPAIR	\$35.00	11505	PEST CONTROL
E 001-480-6511		BLDG & GROUNDS OPE	\$30.00	11506	PEST CONTROL
Total			\$65.00		
58750	06/30/25	HILDEBRANDT, BARBARA			
E 740-865-6765		STORM DRAINAGE CAPI	\$1,000.00		STORM WATER REIMBURSEMENT PROGRAM
Total			\$1,000.00		
58751	06/30/25	HY-VEE ACCOUNTS RECEIVABLE			
E 001-610-6240		MEETING/CONFERENCE	\$25.94		STATE OF THE CITY MTG
E 001-430-6507		OPERATING SUPPLIES	\$89.95		POTTING SOIL
E 001-470-6499		MISC/REFUNDS	\$135.92		EARTH DAY PIZZA
Total			\$251.81		
58752	06/30/25	IMAGE 360			
E 110-210-6417		STREET MAINTENANCE	\$384.71	I-107840	SIGNS
Total			\$384.71		
58753	06/30/25	IMAGE SOLUTIONS			
E 001-110-6502		PROMO/COMMUNITY RE	\$364.75	35315	PROMOTIONAL ITEMS
Total			\$364.75		
58754	06/30/25	INROADS LLC			
E 110-210-6417		STREET MAINTENANCE	\$644.25	3039	MARILYN DR REPAIRS
Total			\$644.25		
58755	06/30/25	INTERSTATE ALL BATTERY			
E 110-210-6507		OPERATING SUPPLIES	\$16.00	19246010741	BATTERIES
E 001-480-6332		REPAIR - VEHICLES & E	\$70.00	19246010741	BATTERIES
Total			\$86.00		
58756	06/30/25	IOWA MUNICIPAL FINANCE OF			
E 001-620-6210		DUES & MEMBERSHIPS	\$150.00		STRAIT CERTIFICATION
E 001-620-6210		DUES & MEMBERSHIPS	\$150.00		SWISHER CERTIFICATION
Total			\$300.00		
58757	06/30/25	KING'S MATERIAL, INC			
E 001-430-6511		BLDG & GROUNDS OPE	\$177.77	KMI8201260	BULK MULCH



CITY OF WINDSOR HEIGHTS

06/30/25 10:39 AM

Page 5

***Check Detail Register©**
1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$177.77		
58758	06/30/25	LEKOWSKY, SUSAN			
E 610-815-6490		OTHER PROF SERVICE	\$173.34		COST SHARE SMITH'S SEWER SERVICE
Total			\$173.34		
58759	06/30/25	LOGAN CONTRACTORS SUPPLY			
E 110-210-6417		STREET MAINTENANCE	\$73.70		SUPPLIES
Total			\$73.70		
58760	06/30/25	MENARDS			
E 001-430-6511		BLDG & GROUNDS OPE	\$17.72	08216	SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$383.58	08518	SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$12.98	08521	SUPPLIES
E 110-210-6310		BUILDING REPAIR	\$369.31	09925	SUPPLIES
Total			\$783.59		
58761	06/30/25	METRONET			
E 001-615-6373		COMMUNICATIONS	\$182.15	06/10/2025	INTERNET
E 001-615-6373		COMMUNICATIONS	\$417.81	06/16/2025	INTERNET
Total			\$599.96		
58762	06/30/25	PLUMB SUPPLY CO.			
E 001-430-6511		BLDG & GROUNDS OPE	\$237.26	S101066729.	SPLASH PAD REPAIR
Total			\$237.26		
58763	06/30/25	PPG ARCHITECTURAL FINISHES			
E 001-620-6310		BUILDING REPAIR	\$62.37	98282000742	CITY HALL PAINT
E 110-210-6310		BUILDING REPAIR	\$44.88	98282000745	PAINT
Total			\$107.25		
58764	06/30/25	PREMIER AUTOMOTIVE			
E 001-110-6332		REPAIR - VEHICLES & E	\$37.33	9072675	CAR 20 REPAIRS
E 001-110-6332		REPAIR - VEHICLES & E	\$124.07	9072701	CAR 26 REPAIRS
Total			\$161.40		
58765	06/30/25	PUBLIC CONSULTING GROUP LLC			
E 001-160-6413		CONTRIBUTIONS & PAY	\$15,447.27	CIV-1003289	FY22 COST REPORTING
Total			\$15,447.27		
58766	06/30/25	QPS EMPLOYMENT GROUP			
E 001-620-6020		SALARIES - PARTTIME	\$460.80	0876270	6/14/25 HANKINS, ALLIE
E 001-620-6020		SALARIES - PARTTIME	\$345.60	0877258	6/21/25 HANKINS, ALLIE
Total			\$806.40		
58767	06/30/25	RADARSIGN			
E 001-110-6504		MINOR EQUIPMENT	\$3,105.00	INV3764	RADAR SIGN
Total			\$3,105.00		
58768	06/30/25	ROBERTS, JASON			
E 110-210-6373		COMMUNICATIONS	\$80.00		JUNE CELL PHONE



CITY OF WINDSOR HEIGHTS

06/30/25 10:39 AM

Page 6

***Check Detail Register©**

1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$80.00		
58769	06/30/25	RUDIBECK, EMIL			
E 740-865-6765		STORM DRAINAGE CAPI	\$1,000.00		STORM WATER REIMBURSEMENT
Total			\$1,000.00		
58770	06/30/25	SPOTFREE CAR WASH			
E 001-110-6331		MOTOR VEHICLE OPER	\$943.20	309	FLEET USAGE
Total			\$943.20		
58771	06/30/25	STANDARD INSURANCE COMPANY			
E 112-110-6150		INSURANCE	\$1,256.07		LIFE/LTD/STD
E 112-620-6150		INSURANCE	\$364.77		LIFE/LTD/STD
E 112-150-6150		INSURANCE	\$387.09		LIFE/LTD/STD
E 112-210-6150		INSURANCE	\$258.30		LIFE/LTD/STD
Total			\$2,266.23		
58772	06/30/25	STRYKER SALES CORPORATION			
E 001-110-6504		MINOR EQUIPMENT	\$336.00	800146638	REPLACEMENT PADS FOR AED'S
E 001-110-6504		MINOR EQUIPMENT	\$400.00	800146639	REPLACEMENT BATTERIES FOR AED'S
Total			\$736.00		
58773	06/30/25	SWISHER, RACHELLE			
E 001-620-6240		MEETING/CONFERENCE	\$48.77		MILEAGE
E 001-620-6240		MEETING/CONFERENCE	\$19.74		MILEAGE
Total			\$68.51		
58774	06/30/25	THOMAS BUS SALES			
E 110-210-6727		ERP - EQUIPMENT	\$2,350.00	M100008510	EQUIPMENT
Total			\$2,350.00		
58775	06/30/25	ULINE			
E 110-210-6507		OPERATING SUPPLIES	\$279.91	194089099	SUPPLIES
Total			\$279.91		
58776	06/30/25	UNITYPOINT HEALTH			
E 001-150-6411		LEGAL	\$54.29	272785	DRUG TEST
Total			\$54.29		
58777	06/30/25	UNPLUGGED WIRELESS COMMUNICATI			
E 001-110-6507		OPERATING SUPPLIES	\$78.00	SPRININ658	RADIO CLIPS
Total			\$78.00		
58778	06/30/25	VAN WALL EQUIPMENT			
E 001-480-6332		REPAIR - VEHICLES & E	\$1,811.76	6586751	SUPPLIES
Total			\$1,811.76		
58779	06/30/25	WALMART CAPITAL ONE			
E 110-210-6504		MINOR EQUIPMENT	\$70.11	01514011899	SUPPLIES
E 001-150-6507		OPERATING SUPPLIES	\$144.72	73516955751	CLEANING SUPPLIES
E 001-150-6504		MINOR EQUIPMENT	\$25.94	96516378768	NOZZLES



CITY OF WINDSOR HEIGHTS

06/30/25 10:39 AM

Page 7

*Check Detail Register©

1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$240.77		
58780	06/30/25	WERGIN, AMY			
E 740-865-6765		STORM DRAINAGE CAPI	\$525.00		STORM WATER REIMBURSEMENT PROGRAM
Total			\$525.00		
58781	06/30/25	WRIGHT OUTDOOR SOLUTIONS			
E 001-430-6511		BLDG & GROUNDS OPE	\$3,906.57	13563	SPRING BED CLEANUP/MULCHING
E 001-430-6511		BLDG & GROUNDS OPE	\$882.00	14263	TREE/SHRUB PLANTING
Total			\$4,788.57		
58782	06/30/25	ZIEGLER INC.			
E 110-210-6310		BUILDING REPAIR	\$1,321.36	IN001940460	GENERATOR MAINTENANCE PLAN
E 001-150-6310		BUILDING REPAIR	\$1,321.36	IN001940461	GENERATOR MAINTENANCE PLAN
Total			\$2,642.72		
58783	06/30/25	ZIMCO SUPPLY CO			
E 001-430-6507		OPERATING SUPPLIES	\$89.00	208234	PAINT
Total			\$89.00		
1110 CASH			\$194,649.47		

Fund Summary

1110 CASH

001 GENERAL	\$57,237.53
110 ROAD USE TAX	\$16,001.88
112 EMPLOYEE BENEFITS	\$2,266.23
303 COLBY PARK	\$15,833.04
322 73RD STREET	\$66,814.00
326 68TH STREET SOUTH	\$25,425.50
350 EQUIPMENT REVOLVING FUND	\$122.55
610 SEWER	\$173.34
740 STORM WATER	\$10,775.40
	\$194,649.47



CITY OF WINDSOR HEIGHTS

06/13/25 10:01 AM

Page 1

***Check Detail Register©**

1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1110 CASH					
58641	06/13/25	AMAZON CAPITAL SERVICES			
E 001-620-6507		OPERATING SUPPLIES	(\$19.50)	19TM-MQNY-	CREDIT RETURN
E 001-620-6507		OPERATING SUPPLIES	\$73.20	1FN-Y7JL-M	SUPPLIES
E 001-620-6507		OPERATING SUPPLIES	\$194.98	1FT6-4HDC-	SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$170.99	1KDR-FWDP	SUPPLIES
E 001-620-6507		OPERATING SUPPLIES	(\$20.99)	1XG6-NH17-	CREDIT RETURN
		Total	\$398.68		
58642	06/13/25	AMERICAN ALARMS			
E 001-480-6511		BLDG & GROUNDS OPE	\$129.00	I-9344	ALARM SYSTEM
		Total	\$129.00		
58643	06/13/25	BANKERS TRUST COMPANY			
E 001-620-6373		COMMUNICATIONS	\$81.00	06132025	CONSTANT CONTACT
E 001-620-6405		COURT & RECORDING F	\$37.90	06132025 1	CC FEES
E 001-620-6405		COURT & RECORDING F	\$258.77	06132025 2	CC FEES
E 001-620-6405		COURT & RECORDING F	\$162.67	06132025 3	CC FEES
E 001-470-6499		MISC/REFUNDS	\$31.99	06132025 35	STORATE UNIT
E 001-610-6507		OPERATING SUPPLIES	\$31.98	06132025 35	ZOOM
E 001-615-6507		OPERATING SUPPLIES	\$430.90	06132025 35	ACROBAT
E 001-620-6181		CLOTHING ALLOWANCE	\$118.81	06132025 35	CLOTHING ALLOWANCE
E 001-615-6507		OPERATING SUPPLIES	\$9.87	06132025 35	ACROBAT
E 001-110-6506		OFFICE SUPPLIES	\$250.00	06132025 84	OFFICE SUPPLIES
E 001-110-6240		MEETING/CONFERENCE	\$296.40	06132025 84	IPCA CONF HOTEL NORRIS
E 001-110-6240		MEETING/CONFERENCE	\$296.40	06132025 84	IPCA CONF HOTEL ROTH
E 110-210-6230		TRAINING	\$403.97	06132025 84	TRAINING
E 001-430-6507		OPERATING SUPPLIES	\$48.98	06132025 84	SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$41.97	06132025 84	SUPPLIES
E 740-865-6507		OPERATING SUPPLIES	\$202.41	06132025 84	SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$61.56	06132025 84	SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$54.88	06132025 84	SUPPLIES
E 001-480-6507		OPERATING SUPPLIES	\$59.90	06132025 84	SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$93.94	06132025 84	SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$19.98	06132025 84	SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$71.88	06132025 84	SUPPLIES
E 001-150-6504		MINOR EQUIPMENT	\$95.64	06132025 96	PPV FAN MAINT
E 001-150-6506		OFFICE SUPPLIES	\$117.91	06132025 96	PUSH IN CEREMONY SUPPLIES
E 001-150-6507		OPERATING SUPPLIES	\$599.00	06132025 96	CORDLESS TOOL KIT
E 001-150-6414		PUBLICATIONS	\$7.00	06132025 96	JOB POSTING PROMOTION
E 001-150-6506		OFFICE SUPPLIES	\$254.27	06132025 96	ADOBE SUBSCRIPTION
E 303-430-6760		CAP OUTLAY	\$321.00	06132025 99	SIGNS
E 001-470-6496		MOVIES IN THE PARK	\$287.44	06132025 99	PIZZAS MAY MOVIE
E 001-615-6490		OTHER PROF SERVICE	\$32.00	06132025 99	MICROSOFT
E 001-615-6490		OTHER PROF SERVICE	\$828.00	06132025 99	MICROSOFT
E 001-470-6499		MISC/REFUNDS	\$43.04	06132025 99	COLLAGE SUPPLIES
E 001-470-6499		MISC/REFUNDS	\$19.63	06132025 99	COLLAGE SUPPLIES
E 001-620-6210		DUES & MEMBERSHIPS	\$149.00	06132025 99	ICMA DUES
E 001-615-6419		TECHNOLOGY SERVICE	\$150.00	06132025 99	CHATGPT



CITY OF WINDSOR HEIGHTS

06/13/25 10:01 AM

Page 2

***Check Detail Register©**

1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-620-6508		POSTAGE & SHIPPING	\$5.58	06132025 99	CERTIFIED MAIL
		Total	\$5,975.67		
58644	06/13/25	BITUMINOUS MATERIALS			
E 110-210-6417		STREET MAINTENANCE	\$250.00	2213369663	AMIBOND
		Total	\$250.00		
58645	06/13/25	BOLTON & MENK			
E 321-210-6407		PROF FEES/ENGINEERI	\$15,636.50	0363956	WALNUT CREEK WATER ACCESS
E 001-620-6407		PROF FEES/ENGINEERI	\$8,892.00	0364528	PLANNING SERVICES
		Total	\$24,528.50		
58646	06/13/25	CITY OF URBANDALE			
E 110-210-6417		STREET MAINTENANCE	\$2,208.00	2025-100000	TRAFFIC SAFETY IMPROVEMENTS
		Total	\$2,208.00		
58647	06/13/25	CITY OF WEST DES MOINES			
E 001-110-6373		COMMUNICATIONS	\$12,663.41	FN-2025-000	WESTCOM JUNE 2025
		Total	\$12,663.41		
58648	06/13/25	CLIVE POWER EQUIP.			
E 001-430-6507		OPERATING SUPPLIES	\$89.95	7086	SUPPLIES
E 001-480-6332		REPAIR - VEHICLES & E	\$95.07	7143	REPAIRS
E 001-480-6504		MINOR EQUIPMENT	\$2,300.00	7187	SCAG HYDRO DRIVE
E 001-430-6507		OPERATING SUPPLIES	\$51.99	8363	SUPPLIES
		Total	\$2,537.01		
58649	06/13/25	COOK PLUMBING CORP			
E 326-210-6761		CAP OUTLAY	\$563.46	I5031	1030 68TH ST REPAIRS
		Total	\$563.46		
58650	06/13/25	CORELL RECYCLING			
E 110-210-6417		STREET MAINTENANCE	\$37.20	29210	ASPHALT RECYCLING
		Total	\$37.20		
58651	06/13/25	DENTONS DAVIS BROWN PC			
E 001-640-6411		LEGAL	\$1,050.00	1602009	ATE LEGAL FEES
		Total	\$1,050.00		
58652	06/13/25	DES MOINES WATER WORKS			
E 001-620-6371		UTILITIES	\$3.80		1145 66TH ST
E 001-150-6371		UTILITIES	\$41.80		1133 66TH ST
E 001-480-6371		UTILITIES	\$31.32		6800 SCHOOL ST
E 001-430-6507		OPERATING SUPPLIES	\$14.22		1200 66TH ST
E 001-480-6371		UTILITIES	\$73.41		6900 SCHOOL ST
		Total	\$164.55		
58653	06/13/25	DIAMOND OIL CO.			
E 110-210-6331		MOTOR VEHICLE OPER	\$859.40		FUEL
		Total	\$859.40		
58654	06/13/25	DSM INFLATABLES			



CITY OF WINDSOR HEIGHTS

06/13/25 10:01 AM

Page 3

*Check Detail Register©

1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-110-6502		PROMO/COMMUNITY RE	\$1,025.00	57	NATIONAL NIGHT OUT BOUNCE HOUSES
		Total	\$1,025.00		
58655	06/13/25	EILEENS COOKIES			
E 001-470-6496		MOVIES IN THE PARK	\$147.20	1234	COOKIES MAY MOVIE
		Total	\$147.20		
58656	06/13/25	FENNER IRRIGATION			
E 001-430-6511		BLDG & GROUNDS OPE	\$486.00	5700	TESTING/REPAIRS
		Total	\$486.00		
58657	06/13/25	FOLAND TOOLS LLC			
E 110-210-6504		MINOR EQUIPMENT	\$160.50	602257770	SUPPLIES
		Total	\$160.50		
58658	06/13/25	GANNETT IOWA LOCALIQ			
E 001-620-6414		PUBLICATIONS	\$565.23	713489	PUBLICATIONS
		Total	\$565.23		
58659	06/13/25	HOME & BUSINESS SOLUTIONS			
E 326-210-6761		CAP OUTLAY	\$175.00	2429	1025 68TH ST REPAIRS
		Total	\$175.00		
58660	06/13/25	HOME DEPOT CREDIT SERVICES			
E 740-865-6765		STORM DRAINAGE CAPI	\$229.32		EARTH DAY RAIN BARREL DISPLAY
		Total	\$229.32		
58661	06/13/25	INROADS LLC			
E 110-210-6417		STREET MAINTENANCE	\$69.00	3004	HOT MIX ASPHALT
		Total	\$69.00		
58662	06/13/25	IOWA ONE CALL			
E 740-865-6413		CONTRIBUTIONS & PAY	\$91.30	271197	LINE LOCATES
		Total	\$91.30		
58663	06/13/25	KING'S MATERIAL, INC			
E 001-430-6511		BLDG & GROUNDS OPE	\$355.54	KMI8201608	MULCH
		Total	\$355.54		
58664	06/13/25	KIRKHAM MICHAEL			
E 110-210-6407		PROF FEES/ENGINEERI	\$2,415.00	98028	BRIDGE INSPECTION
		Total	\$2,415.00		
58665	06/13/25	LARSON, ANDY			
E 110-210-6180		ALLOWANCES	\$205.45		CLOTHING ALLOWANCE REIMBURSEMENT
E 110-210-6180		ALLOWANCES	\$243.95		CLOTHING ALLOWANCE REIMBURSEMENT
		Total	\$449.40		
58666	06/13/25	LOUNSBURY SAND & GRAVEL			
E 740-865-6765		STORM DRAINAGE CAPI	\$1,791.30	9213	SUPPLIES
		Total	\$1,791.30		



CITY OF WINDSOR HEIGHTS

06/13/25 10:01 AM

Page 4

***Check Detail Register©**

1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
58667	06/13/25	LOWE'S			
E 740-865-6507		OPERATING SUPPLIES	\$122.67		SUPPLIES
		Total	\$122.67		
58668	06/13/25	MENARDS			
E 001-430-6511		BLDG & GROUNDS OPE	\$154.70	07859	SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$40.30	07895	SUPPLIES
		Total	\$195.00		
58669	06/13/25	MUNN, JESSIE			
E 001-110-6502		PROMO/COMMUNITY RE	\$250.00	3002564	NATIONAL NIGHT OUT FACE PAINTING
		Total	\$250.00		
58670	06/13/25	NICHOLS EQUIPMENT LLC			
E 740-865-6765		STORM DRAINAGE CAPI	\$4,416.00	53773	EQUIPMENT RENTAL
		Total	\$4,416.00		
58671	06/13/25	NORTHERN TOOL COMMERCIAL			
E 110-210-6504		MINOR EQUIPMENT	\$313.48	89D7720E	EQUIPMENT
		Total	\$313.48		
58672	06/13/25	O'DONNELL ACE HICKMAN			
E 001-430-6507		OPERATING SUPPLIES	\$70.18		SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$24.20		SUPPLIES
		Total	\$94.38		
58673	06/13/25	O'REILLY AUTO PARTS			
E 001-430-6511		BLDG & GROUNDS OPE	\$88.94	0342-351988	SUPPLIES
E 001-430-6332		REPAIR - VEHICLES & E	\$63.43	0342-352358	SUPPLIES
		Total	\$152.37		
58674	06/13/25	PLAGGE, ADAM			
E 001-620-6506		OFFICE SUPPLIES	\$10.25		SUPPLIES REIMBURSEMENT
		Total	\$10.25		
58675	06/13/25	PORTER DO-IT BEST HARDWARE			
E 001-430-6511		BLDG & GROUNDS OPE	\$245.50	548388	STUMP GRINDER RENTAL
E 001-430-6511		BLDG & GROUNDS OPE	(\$18.00)	548388	CREDIT RETURN
		Total	\$227.50		
58676	06/13/25	PREMIER AUTOMOTIVE			
E 001-480-6332		REPAIR - VEHICLES & E	\$37.33	9072177	2006 CHEVY REPAIRS
E 001-480-6332		REPAIR - VEHICLES & E	\$43.21	9072288	2018 CHEVY REPAIRS
E 001-110-6332		REPAIR - VEHICLES & E	\$37.33	9072573	CAR 28 OIL CHANGE
		Total	\$117.87		
58677	06/13/25	QPS EMPLOYMENT GROUP			
E 001-620-6020		SALARIES - PARTTIME	\$460.80	0875792	HANKINS, ALLIE 6/7/25
		Total	\$460.80		
58678	06/13/25	SECURITY EQUIPMENT INC			



CITY OF WINDSOR HEIGHTS

06/13/25 10:01 AM

Page 5

*Check Detail Register©

1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-480-6511		BLDG & GROUNDS OPE	\$218.16	935971	REPAIRS
		Total	\$218.16		
58679	06/13/25	STRAIT, ADAM			
E 001-620-6240		MEETING/CONFERENCE	\$54.60		JUNE MILEAGE
		Total	\$54.60		
58680	06/13/25	SUNSET LAW ENFORCEMENT			
E 001-110-6230		TRAINING	\$894.75	11938-IN	TRAINING AMMO
		Total	\$894.75		
58681	06/13/25	TODCO CRANE SERVICE			
E 001-430-6511		BLDG & GROUNDS OPE	\$472.50	8036	DEAD TREE REMOVAL
		Total	\$472.50		
58682	06/13/25	UNIVERSITY DM ACE HARDWARE			
E 110-210-6507		OPERATING SUPPLIES	\$7.96		SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$32.67		SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$4.98		SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$56.76		SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$17.69		SUPPLIES
		Total	\$120.06		
58683	06/13/25	WALMART CAPITAL ONE			
E 001-150-6310		BUILDING REPAIR	\$54.91	1662781869	CLEANING SUPPLIES
E 001-150-6599		MISCELLANEOUS	\$64.64	1662781869	STORAGE TOTES
E 001-150-6310		BUILDING REPAIR	\$70.11	1662781869	SUPPLIES
		Total	\$189.66		
58684	06/13/25	WASTE CONNECTIONS OF IOWA			
E 001-430-6511		BLDG & GROUNDS OPE	\$508.50	3774478T071	DUMPSTER
		Total	\$508.50		
58685	06/13/25	WEST DES MOINES TRUE VALUE			
E 001-150-6599		MISCELLANEOUS	\$51.14		TARPS/HARDWARE
E 001-430-6507		OPERATING SUPPLIES	\$18.24		SUPPLIES
E 001-480-6332		REPAIR - VEHICLES & E	\$28.32		SUPPLIES
E 001-430-6507		OPERATING SUPPLIES	\$35.52		SUPPLIES
E 001-430-6511		BLDG & GROUNDS OPE	\$33.56		SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$5.28		SUPPLIES
		Total	\$172.06		
1110 CASH			\$68,315.28		



CITY OF WINDSOR HEIGHTS

06/13/25 10:01 AM

Page 6

***Check Detail Register©**
1110 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary

1110 CASH

001 GENERAL	\$37,475.03
110 ROAD USE TAX	\$7,291.29
303 COLBY PARK	\$321.00
321 WALNUT CREEK STREAM PROJ	\$15,636.50
326 68TH STREET SOUTH	\$738.46
740 STORM WATER	\$6,853.00
	\$68,315.28



**STAFF REPORT
CITY COUNCIL**
July 7, 2025

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Liquor License - Super Quick Mart - 7690 Hickman Rd

GENERAL INFORMATION

ATTACHMENTS

1. Super Quick Mart App-223533



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

UTRAJ LLC

NAME OF BUSINESS(DBA)

Super Quick Mart

BUSINESS

(925) 351-3354

ADDRESS OF PREMISES

7690 Hickman Rd.

PREMISES SUITE/APT NUMBER

CITY

Windsor
Heights

COUNTY

Polk

ZIP

50324

MAILING ADDRESS

7690 Hickman Rd.

CITY

Windsor Heights

STATE

Iowa

ZIP

50324

Contact Person

NAME

Utkarsh Mahajan

PHONE

(925) 351-3354

EMAIL

superquickmart.ia@gmail.com

License Information

LICENSE NUMBER

LE0003118

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Aug 24, 2025

EXPIRATION DATE

Aug 23, 2026

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



**STAFF REPORT
CITY COUNCIL**

July 7, 2025

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Resolution No. 2025-56 - A Resolution Setting a Public Hearing to Consider General Amendments and Accessory Dwelling Unit Updates to the Zoning Code

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2025-56 - A RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER GENERAL AMENDMENTS AND ACCESSORY DWELLING UNIT UPDATES TO THE ZONING CODE O

RESOLUTION NO. 2025-56

**A RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER GENERAL
AMENDMENTS AND ACCESSORY DWELLING UNIT UPDATES TO THE ZONING
CODE OF THE CITY OF WINDSOR HEIGHTS, IOWA**

WHEREAS, the City Council of the City of Windsor Heights, Iowa, is considering general amendments to the Windsor Heights Zoning Code, including updates related to the regulation of accessory dwelling units (ADUs), to ensure the continued orderly development and redevelopment of property within the City; and

WHEREAS, Iowa Code Chapter 414 and the Windsor Heights Municipal Code require that proposed zoning code amendments be preceded by a public hearing before the City Council; and

WHEREAS, the City Council desires to establish the date, time, and location for said public hearing to receive comments on the proposed general zoning code updates and accessory dwelling unit provisions.

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

1. That a public hearing to consider general amendments to the Windsor Heights Zoning Code, including updates related to accessory dwelling units, shall be held before the Windsor Heights City Council at 6:00 p.m. on August 4, 2025, in the City Council Chambers at Windsor Heights City Hall, located at 1133 45th Street, Windsor Heights, Iowa 50324.
2. That the City Clerk is hereby directed to publish notice of said public hearing in accordance with the requirements of Iowa law.
3. That all interested persons shall have the opportunity to be heard at the public hearing regarding the proposed amendments to the Zoning Code.

Passed and approved this 7th day of July, 2025.

Mike Jones, Mayor

ATTEST:

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**

July 7, 2025

TO: CITY COUNCIL

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

SUBJECT: Approve Resolution No. 2025-57 - A Resolution Approving an Agreement for Professional Services with Bolton & Menk for the 73rd Street Improvements - Phase 2 Project

GENERAL INFORMATION

This agreement was discussed by City Council June 16th, with general support indicated for it to move forward.

Reconstruction of 73rd St. south of University Ave is tentatively slated for 2030-2031 in the CIP with an estimated cost of \$19 million. Moving forward with preliminary design for the 73rd Street Improvements - Phase 2 seeks to identify potential conflicts prior to starting final design. It also aims to refine cost estimates, determine property acquisition requirements, and gather updated feedback from the community and nearby property owners. This preliminary design will show funding sources the City's commitment to the project and to the feasibility of what is being proposed. Proceeding with this work will facilitate future grant applications and help with a planned ask to the Iowa DOT to contribute to modifications to I235 ramps.

Key Components of Preliminary Design:

1. **Conflict Identification:** The preliminary design will help identify potential conflicts early in the process, allowing for timely resolution and smoother progress during the final design phase.
2. **Cost Estimates Refinement:** A preliminary cost estimate will be developed to ensure proper budgeting and financial planning for the project.
3. **Property Acquisition Needs:** The project will identify any necessary property acquisitions to facilitate the improvements.

4. **Community Feedback:** Feedback from the community and adjacent property owners will be gathered and incorporated into the design to address concerns and improve overall satisfaction.
5. **Governmental Stakeholder Meetings:** Meeting with adjacent communities and the Iowa DOT will be completed to discuss the project and potential funding.

Project Schedule

The preliminary design is expected to commence in the summer of 2025 and wrap up the end of 2025 or early 2026.

ATTACHMENTS

1. Resolution No. 2025-57 - A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BOLTON & MENK, INC. FOR THE 73RD STREET IMPROVEMENTS – PHA
2. 73rd Street - Phase 2 Std Agreement IA

RESOLUTION NO. 2025-57

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
WITH BOLTON & MENK, INC. FOR THE 73RD STREET IMPROVEMENTS – PHASE
2 PROJECT**

WHEREAS, the City of Windsor Heights, Iowa (“City”) desires to proceed with the design and improvement of 73rd Street between Center Street and University Avenue, known as the 73rd Street Improvements – Phase 2 Project (“Project”); and

WHEREAS, Bolton & Menk, Inc. (“Consultant”) has submitted a proposed Agreement for Professional Services to provide design, engineering, and related consulting services for the Project; and

WHEREAS, the Agreement includes an estimated not-to-exceed fee of \$300,000, to be billed on an hourly basis as outlined in Schedule 1 of the Agreement, with the scope of services set forth in Exhibit A; and

WHEREAS, the Consultant will perform detailed design services including survey, geotechnical investigation, coordination with multiple agencies and utility companies, public engagement, and development of 30% preliminary design and layout for the reconstruction of approximately 3,600 linear feet of 73rd Street; and

WHEREAS, the City Council finds it in the best interest of the community to enter into said Agreement to advance the Project.

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

1. The Agreement for Professional Services with Bolton & Menk, Inc. for the 73rd Street Improvements – Phase 2 Project is hereby approved.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Windsor Heights.
3. The City Clerk is hereby directed to attest to the Mayor’s signature and to take such further actions as necessary to carry out the intent of this Resolution.

Passed and approved this 7th day of July, 2025.

Mike Jones, Mayor

ATTEST:

Adam Strait, City Clerk

CONTRACT SUMMARY PAGE

Term	Description	Section
"CONSULTANT"	Bolton & Menk, Inc.	Preamble
"CLIENT"	City of Windsor Heights	Preamble
"Project"	73 rd Street Improvements – Phase 2	Preamble
Scope of Services	Services to be performed in connection with the Project	Exhibit A
Fees	Consultant shall be compensated by on an hourly basis pursuant to the Schedule of Fees, but the total fees shall not exceed \$300,000	Section III.A, Schedule 1
Schedule of Fees	Hourly rates to be charged for the Project or for Additional Services	Schedule 1
Reimbursable Expenses	Consultant shall be reimbursed at cost plus an overhead fee not to exceed 10% for Direct Expenses incurred in the performance of the work.	Section III.A.6
Payment	Consultant shall invoice Client no more than monthly, with payments to be due within 45 days of invoice.	Section III.B
Limitation of Liability	Consultant's aggregate liability shall not exceed: the total available insurance proceeds paid on behalf of or to Consultant in satisfaction of Client's claims, up to the then available amount of insurance under the applicable policy \$2,000,000.	Section IV.C.5
Term of Agreement	Two years or a longer identified completion period	Section IV.J

ATTACHMENTS:

- Schedule 1 Schedule of Fees
- Exhibit A Scope of Services

AGREEMENT FOR PROFESSIONAL SERVICES IA

STANDARD PROJECT-PUBLIC CLIENT

PUBLIC CLIENT and BOLTON & MENK, INC.

This Agreement, made this 16th day of June, 2025, by and between CITY OF WINDSOR HEIGHTS, 1145 66TH STREET, SUITE 1, WINDSOR HEIGHTS, IOWA 50324, ("CLIENT"), and BOLTON & MENK, INC., 430 E. GRAND AVENUE, SUITE 101, DES MOINES, IOWA 50309, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with 73RD STREET IMPROVEMENTS – PHASE 2 ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

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

SECTION I - CONSULTANT'S SERVICES

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

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

SECTION II - THE CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services. Total fees for the Services shall not exceed \$300,000.00 without the prior consent of CLIENT. See the attached Schedule 1 for Schedule of Fees applicable to this Agreement.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work subject to the Total cost not to exceed fee or approved Additional Services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

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

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

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.

2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

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

G. USE OF ELECTRONIC/DIGITAL DATA

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

H. REUSE OF DOCUMENTS

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

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

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

K. TERMINATION. This Agreement may be terminated:

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

5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

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

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

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

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

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

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

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

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

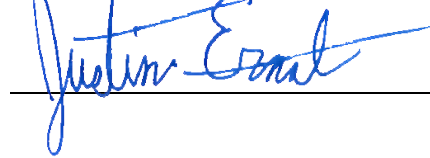
SECTION V - SIGNATURES

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

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

CLIENT: _____

CONSULTANT: Bolton & Menk, Inc.



Justin Ernst, PE

Municipal Assistant Practice Leader | Principal

2025 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing
Graduate Engineer	\$125-185
Design Engineer	\$125-196
Project Engineer	\$145-215
Senior Project Engineer	\$160-215
Project Manager	\$135-240
Senior Project Manager	\$188-273
Architect	\$186-267
Planner	\$125-168
Senior Planner	\$170-228
Landscape Designer	\$98-196
Landscape Architect	\$148-176
Senior Landscape Architect	\$160-268
Survey Technician ¹	\$90-196
Graduate Surveyor	\$122-190
Licensed Project Surveyor	\$180-225
Technician	\$75-182
Senior Technician	\$125-212
Administrative/Corporate Specialists	\$68-175
Specialist*	\$100-230
Practice Expert**	\$145-363
Principal**	\$175-316
Senior Principal**	\$218-333
GPS/Robotic Survey Equipment ¹	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise.

**Highly specialized and industry expertise unique to the market or area of discipline.

ATTACHMENT A

SCOPE OF SERVICES

The work to be performed by Bolton & Menk, Inc. (CONSULTANT) under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

The project involves the reconstruction of 73rd Street, which includes approximately 3,600 linear feet of 73rd Street between Center Street and University Avenue. The CONSULTANT will carry out design surveys, geotechnical investigation, and preliminary roadway design. This scope of services is based on the following project assumptions:

Project Assumptions

- Field surveys will extend along 73rd Street between Center Street and University Avenue. Survey does not include under the existing bridge north of Buffalo Road and any portions of Walnut Creek.
- No legal surveys completed. Any legal surveys will be completed during final design.
- A five-foot-wide sidewalk will be constructed on the east side of 73rd Street between Center Street and Buffalo Road.
- Preliminary storm sewer design.
- Streetlight analysis of the roadway providing recommendations of street lighting.
- Iowa Department of Transportation (Iowa DOT) design guidelines will be followed along with the Statewide Urban Design and Specifications (SUDAS) when applicable.
- Geotechnical Services will be completed by CMT to include geotechnical design and soil borings.

The scope of services to be performed by the CONSULTANT shall be in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

TASK I - BASIC SERVICES OF THE CONSULTANT

The CONSULTANT shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the CONSULTANT full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and to make available pertinent existing data. The CONSULTANT shall provide the following Basic Services regarding the Project.

A. Project Coordination

The CONSULTANT will complete the following project coordination tasks.

1. Project Management

This task will continue throughout the project. The Project Manager will oversee the budget and schedule for the project, act as the point of contact for City staff, and coordinate all work performed by the design team and sub-consultants.

The Project Manager will handle monthly progress reporting, meeting minutes, interoffice memoranda, and invoicing. Additionally, this task includes staff scheduling, coordination with sub-consultants, progress review, senior review of deliverables, and administration of the City's project SharePoint site.

2. Meetings with City Staff

For budget purposes, the CONSULTANT will attend meetings with two (2) staff members of the CONSULTANT.

The following meetings with City staff are included with the scope of work:

- a. Project Kickoff Meeting
- b. Preliminary (30%) Review Meeting

One additional meeting is included for miscellaneous purposes, and it is agreed by the parties that the CONSULTANT will attend additional meetings as necessary to complete the Project.

3. Coordination with Other Agencies

Communicate with other agencies discuss design elements. Coordinate to set schedules, establish design parameters, enhance decision-making, and speed up design development. Document meetings and other communications.

For budget purposes, the CONSULTANT will attend meetings with two (2) staff members of the CONSULTANT.

The following meetings with other agencies will be included in the scope of work:

- City of West Des Moines – 2 meetings.
- City of Clive – 1 meeting.
- Iowa DOT – 2 meetings.
- Norfolk Southern – 2 meetings.

One additional meeting is included for miscellaneous purposes, and it is agreed by the parties that the CONSULTANT will attend additional meetings as necessary to complete the Project.

4. Public Notice of Project

Prepare a project notice letter for property owners directly adjacent to the project. This letter will include a brief description of the project, notification of field survey, the anticipated schedule, and contact information. Distribute the notice letter after receiving City review and approval. The notice should be sent before any field survey begins.

5. Public Involvement

The CONSULTANT will conduct one (1) project information meeting for the public, with attendance by three (3) staff members from the CONSULTANT. The purpose of the meeting is to provide an overview of the proposed improvements and gather feedback on concerns, priorities, and specific issues from nearby property owners and other affected parties. The meeting will be held in-person, in an open-house format, and will include exhibit preparation, comment sheets, sign-in sheets, and plan sets.

The City will arrange the reservation of the meeting facility and issue public notifications. The CONSULTANT is tasked with preparing the notice for the City.

6. Individual Property Owner Meetings

Prepare for and attend individual meetings with property owners to discuss the project and address any concerns. Assume fifteen (15) meetings, one per property owner(s), attended by two CONSULTANT staff members.

7. Utility Coordination Meetings

Conduct meetings with utility companies to address specific conflicts. It is anticipated that there will be two (2) meetings with representatives of the various utility companies.

- Meeting 1 - Review the collected field data, identify any missing information, share with each utility the proposed preliminary layout of the project, and begin initial assessments of impacts to each utility.
- Meeting 2 - Review the layout with utilities at 30% preliminary design.

This task does not include subsurface utility investigations to determine elevations of the existing utilities

B. Data Collection

Conduct field and office activities needed to gather topographic data essential for the project's completion. The City will supply aerial photographs and other existing maps of the project area. The detailed supplemental survey tasks to be carried out include the following:

1. Control Survey

Establish horizontal and vertical control for the Project area based on Horizontal (Iowa State Plane South) and Vertical Control monuments. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

2. Topographic Survey

Perform topographic surveys required for the development of the projects. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping and the digital terrain model. The topographic includes:

- a. Horizontal and vertical location of existing surface improvements.
- b. Types and locations of surfaces
- c. Landscaping and individual trees with diameters over 6 inches will be located. Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines).
- d. Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts.

3. Utility Survey

Perform utility surveys required for the development of the project. Contact utility owners of record or the "Iowa One Call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner.

The CONSULTANT will field locate utility locations established by others. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, and storm sewer (including power poles, pedestals, valves, and manholes). This includes establishing manhole and intake elevations for existing sanitary sewers, storm sewers, and roadway culverts.

Utility potholing is not a part of this task but will be included in future tasks.

4. Boundary Survey

Perform right-of-way surveys required for the development of the project.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

Ownership and Encumbrances report with not be completed with this task.

5. Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

6. Preparation of Acquisition Plats and Legal Descriptions – Task Not Included

7. Soil-Boring Location Survey

This task consists of performing one (1) mobilization to mark soil boring locations.

8. Utility Relocation Staking – Task Not Included

C. Geotechnical Services (by subconsultant).

The CONSULTANT will subcontract geotechnical services to perform geotechnical exploration including field investigations and laboratory testing. The geotechnical services for this task include evaluation of subgrade stabilization, vehicular pavement section design using SUDAS guidance, determination of infiltration rate for design of stormwater infiltration features based on guidance from the Iowa Storm Water Management Manual and preparation of Geotechnical Report summarizing results of field exploration and laboratory testing programs, boring logs, lab test data, subgrade evaluations, pavement section design and soil infiltration reports.

Service includes 5 soil borings to a depth of 15 feet each and 1 soil boring to a depth of 25 feet.

D. Environmental Services — Task not included.

E. Traffic Engineering Services — Task not included.

F. 30% Preliminary Design and Layout

The CONSULTANT will provide preliminary design services for the improvements. The main objectives include developing roadway geometric layout and profiles, identifying existing and proposed utility locations, determining existing and proposed right-of-way requirements, and creating a general staging concept for constructing the improvements. The CONSULTANT will consider potential factors that may affect corridor improvements, such as property impacts, construction staging, and traffic control operations. Preliminary design layout will illustrate the proposed grading, drainage, paving, pavement markings and signage, utility relocation, and other features of the project.

The work to be performed by the CONSULTANT under the Preliminary Design phase will consist of the following tasks:

1. Develop Design Criteria

Develop and submit to the City design criteria to be used in the development of the roadway improvements. Criteria will conform to the City, Iowa DOT and AASHTO Standards and will be in English units. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of travel lanes, parking areas and right-of-way.
- Preferred and Acceptable Clear Zone requirements.
- Provisions for pedestrians and/or bicycles,
- Street lighting requirements.
- Utility corridor locations.

Prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior before proceeding with subsequent tasks.

2. Preliminary Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types and clear zones.

This task also includes identifying potential storm sewer, water main, fiber conduit, and other utility locations in the development of the typical sections. The scope of services for this project does not include design calculations and capacity analysis for water mains or sanitary sewers.

It is anticipated that one (1) typical cross section will be developed for 73rd Street.

3. Preliminary Horizontal Alignments and Vertical Profiles

Utilizing design survey, develop horizontal alignments and vertical profiles for the mainline and connecting roadways. The alignments and profiles will be developed based on the technical memorandum summarizing the design criteria.

4. Preliminary Roadway Geometrics

Develop preliminary geometrics that includes intersection return radii, sidewalk locations, and driveway locations for the project. Included as part of this task is design vehicle turning templates at University Avenue, Buffalo Road, I-235 ramps and Center Street. The design vehicle to be used will be WB-67 vehicle.

5. Preliminary Drainage Analysis

Inventory existing hydraulic conditions and analyze the impacts the proposed improvements will have on the local drainage patterns. Once the impacts have been quantified, develop storm sewer system layout plan and major crossroad culverts based on Chapter 2 SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Preliminary vertical profiles will be developed as part of this task.

6. Preliminary Water Main Design

Develop water main alignment and determine location of hydrants, valves, and other key connections with the assistance of Des Moines Water Works.

7. Preliminary Sanitary Sewer Design — Task not included.

8. Preliminary Traffic Signal Design

Develop preliminary design for a permanent traffic signal at the intersection of University Avenue, Buffalo Road, I-235 ramp, and Center Street.

The preliminary layout will include a traffic signal pole layout and major equipment layout. This task also includes gathering information on the type of equipment to be used for the project using available design standards of the City, and the Manual on Uniform Traffic Control Devices (MUTCD).

9. Utility Research and Conflict Identification

The CONSULTANT will meet with the utility companies, including City utilities, for information within the project corridor regarding transmission, distribution, and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Identify utility conflicts based upon the preliminary design layout and develop a tabulation for purposes of working through conflict resolution. This task includes storm sewer, water main, and all private utilities including gas, electric and communications.

10. Roadway Lighting Photometric Design

This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout showing proposed poles and fixture locations, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The CONSULTANT will work closely with the City and MidAmerican Energy Company to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

11. Construction Staging Plan Development

Develop a preliminary traffic control concept to indicate how the project will generally be constructed, and how traffic will be maintained during construction. The construction staging plan will take into consideration all elements of construction including roadway, storm sewer and water main improvements, as well as property access and private utility relocations. With refinement and acceptance by the City, the concepts developed in preliminary layout will serve as the basis for preparing the final traffic control plan in final design.

12. Identify Acquisition Requirements

The CONSULTANT will identify temporary and permanent easement needs based on preliminary design development. The requirements will take into consideration proposed utilities, construction staging and access, utility relocations, and other critical construction elements.

13. Preliminary Plan Layout

Upon completion of the preliminary layout, the design layout will be approximately 30% complete. The preliminary layout will include but not be limited to the following tasks:

a. Preliminary Typical Cross Sections and Details

Consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to the proposed grading, drainage, utilities, and paving improvements.

b. Preliminary Right-of-Way Roll Plot

Consists of assembling roll plot identifying existing and proposed right-of-way and easements.

c. Preliminary Staging Roll Plot

Develop suitable roll plot for construction scheduling and staging of the project. Staging plan shall include provisions for maintaining access to adjacent properties during construction.

a. Preliminary Geometric Roll Plot

Develop geometric roll plot to show layout of the improvements including roadway and pedestrian improvements.

14. Preliminary Opinion of Probable Construction Cost

The CONSULTANT shall prepare a preliminary Opinion of Probable Construction Cost for the Project at the time of completion of the preliminary layout.

15. Quality Control

Involve ongoing quality control input from the project team and the design engineer's senior technical staff throughout the development of preliminary layout. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submitting the preliminary plan set to the project team.

Review the preliminary engineering layout for technical accuracy, as well as for general constructability and conformance with the project design criteria.

16. City Review

Plans will be provided to the City at 30% stage for their review of the layout and other submitted documents.

ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the CONSULTANT shall furnish or obtain from others the following services:

1. Traffic Analysis
2. Real Estate Acquisition Services
3. Boundary or ALTA Surveys
4. Contaminated Soils investigations
5. Retaining Wall Structural Design
6. Street Lighting Wiring Design
7. Streetscape Design
8. Construction Administration
9. Resident Construction Observation
10. Construction Surveys
11. Construction Period Testing Services
12. Sanitary Sewer Design
13. Water Main Design
14. Phase II Cultural Resource Investigations
15. Biological Resource or Bat Acoustic Surveys
16. Alternatives Analysis if an Individual Section 404 Permit is needed



**STAFF REPORT
CITY COUNCIL**

July 7, 2025

TO: CITY COUNCIL

FROM: Nate Leuthold, Deputy City Clerk

SUBJECT: Approve Resolution No. 2025-58 - A Resolution Waiving CEC Fees for the Youth St. Vincent De Paul Conference Associated with St. Theresa Catholic School

GENERAL INFORMATION

[Andrew Gross](#), a mentor for the [Youth St. Vincent de Paul Conference](#) associated with St. Theresa's School, recently met with Administration to propose hosting a small grill-out event on July 9th at Colby Park. The event is intended to welcome high school graduates from St. Theresa's into the Youth St. Vincent de Paul conference, a group that does volunteer work in the metro. Attendance is anticipated to include approximately 16 students.

The group is requesting use of the small kitchen at the Community Events Center (CEC) to prepare and serve food for the early evening event as an alternative to trying to bring in grills and grill outside at the park. They are formally requesting a waiver of rental and usage fees associated with this facility.

ATTACHMENTS

1. Resolution No. 2025-58 Waiving CEC Fees for the Youth St. Vincent de Paul Conference July 9th 2025

RESOLUTION NO. 2025-58

A RESOLUTION WAIVING CEC FEES FOR THE YOUTH ST. VINCENT DE PAUL CONFERENCE ASSOCIATED WITH ST. THERESA CATHOLIC SCHOOL

WHEREAS, a local Chapter of St. The Youth St. Vincent de Paul Conference will be hosting a grill out event on July 9th for the participating youth; and

WHEREAS, the organization will be using the Windsor Heights Community Event Center for this event; and

WHEREAS, the organization is requesting that the City waive all fees for this event.

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

That rental fees associated with the rental of the Windsor Heights Community Event Center by Youth St. Vincent De Paul Conference on July 9th, 2025, be waived.

Passed and approved this 7th day of July, 2025.

Mike Jones, Mayor

Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
July 7, 2025

TO: CITY COUNCIL

FROM: Nate Leuthold, Deputy City Clerk

SUBJECT: Approve Resolution No. 2025-59 - A Resolution Waiving CEC Fees for Postpartum Support International The Climb Event

GENERAL INFORMATION

Britney Haskins, the Board Chair of the Iowa chapter of Postpartum Support International, reached out to me to propose hosting an event called The Climb on October 12th, 2025 at the Community Event Center. The event is intended as a fundraising/awareness event, part of a series held across all 50 states and into Canada, designed to bring awareness to and fundraise for postpartum mental health issues, the #1 complication of pregnancy and childbirth.

The group is requesting use of the full space at the Community Events Center (CEC) to host their event. In addition, they are formally requesting a waiver of rental and usage fees associated with this facility. They will clean the facility and leave it as they found it.

ATTACHMENTS

1. Resolution No. 2025-59 Waiving CEC Fees for Postpartum Support International The Climb Event October 12th 2025

RESOLUTION NO. 2025-59

**A RESOLUTION WAIVING CEC FEES FOR POSTPARTUM SUPPORT
INTERNATIONAL'S THE CLIMB EVENT**

WHEREAS, the Iowa chapter of Postpartum Support International will be hosting an event called The Climb on October 12th for the awareness and fundraising; and

WHEREAS, the organization will be using the Windsor Heights Community Event Center for this event; and

WHEREAS, the organization is requesting that the City waive all fees for this event.

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

That rental fees associated with the rental of the Windsor Heights Community Event Center by Postpartum Support International on October 12th, 2025, be waived.

Passed and approved this 7th day of July, 2025.

Mike Jones, Mayor

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**

July 7, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve DART Grant Application Letter of Support

GENERAL INFORMATION

DART is again applying for this year's [FTA Buses and Bus Facilities Grant](#). The grant would support efforts for Phase 2 of the 135,000 sq. ft. O&M facility. Phase 1 is anticipated to be complete in the summer of 2026. The City of Windsor Heights provided a similar Letter of Support last year.

ATTACHMENTS

1. 2025 Letter of Support DART Windsor Heights

July 7th, 2025

Tariq Bokhari, Acting Administrator
Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Support of DART's Operations and Maintenance Facility 2025 Buses and Bus Facilities Grant Application

Dear Acting Administrator Bokhari,

The City of Windsor Heights extends its support for the Des Moines Area Regional Transit Authority (DART) and its application for the Fiscal Year 2025 Buses and Bus Facilities Grant.

Since 1978, DART has been operating from its current Operations and Maintenance (O&M) facility at 1100 DART Way. As the facility approaches its 50th year, the need for significant updates and repairs has become evident. Investing in a new facility is not just a practical necessity but a strategic relocation that will enhance operational efficiency, create a safer and more functional working environment, and ultimately reduce taxpayer costs as DART strives to serve a growing region, which includes at least three of Iowa's federally designated Opportunity Zones.

The proposed Phase 2 of the new O&M Facility, spanning approximately 135,000 square feet, includes bus storage and operational administration. It is strategically located on a new site providing ample space for current and future operations and growth. The existing facility is in poor condition, with undersized land and buildings and is situated in a landlocked floodplain, inhibiting nearby multifamily residential development. Phase 1 of the new O&M project is underway, with land acquisition and facility design complete, and with significant progress in constructing the maintenance and parts storage sections of the building. Phase 1 will be completed in summer 2026.

Public transit is an important component of the region's Long-Range Transportation Plan because it plays a vital role in the economic success of Central Iowa. A new facility will:

- **Optimize Public Resource Investment:** Investing in a new facility rather than making an estimated \$65 million in repairs to an aging facility over the next two decades is a more thoughtful use of public dollars and brings with it operational efficiencies and long-term savings to local taxpayers.
- **Support Quality of Life for Youth and Families:** Transportation represents one of the largest expenses for Central Iowa households. With more than 20% of DART's ridership attributed to middle and high school students, access to affordable

public transit can help stabilize the learning and earning environments for families while connecting young people to opportunities that help them thrive.

- **Enable Expanded Residential Development:** Reducing DART's operational footprint at its existing facility will allow for the future expansion of a nearby multifamily residential neighborhood, helping address housing shortages while enhancing local economic development.
- **Mitigate Flooding Concerns:** The new facility will reduce the ongoing issue of flooding and related service disruptions that have plagued the existing location

With these benefits in mind, Mayor Mike Jones, The Windsor Heights City Council and City of Windsor Heights is proud to support the DART Buses and Bus Facilities grant application for fiscal year 2025. This project is pivotal for daily bus service in Greater Des Moines and will significantly contribute to the growth, development, and economic success of the region.

Sincerely,

Mayor Mike Jones

City of Windsor Heights



STAFF REPORT
CITY COUNCIL
July 7, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Discussion on Chapter 122 Peddlers and Transient Merchants

GENERAL INFORMATION

Resident Reports

Several residents have reported door-to-door peddling occurring throughout the day and into the evening, with activity continuing as late as 9:00 PM. While most peddlers are required to obtain a permit from the Windsor Heights Police Department, no permits have been requested or issued in the past year.

Permit Exemptions

The following categories are exempt from the peddler permit requirement:

1. **Newspaper Distribution:** Individuals delivering or collecting for newspapers or selling subscriptions.
2. **Club Members:** Members of local civic/service organizations, including Boy Scouts, Girl Scouts, 4-H, and FFA.
3. **Local Producers:** Residents and farmers selling their own products.
4. **Students:** Students fundraising for area schools or recognized school organizations.
5. **Route Sales:** Delivery personnel who only incidentally solicit additional business.
6. **Business-to-Business Sales:** Sellers calling on businesses for resale or institutional purposes.
7. **Charitable & Nonprofit Representatives:** Representatives of organizations registered under Chapter 504, Code of Iowa, must submit written information to the Chief of Police for review. If verified, permits are issued free of charge. Denied applications may be appealed to the City Council (Section 122.14).
8. **City Employees:** Acting within the scope of their duties and with written employer authorization. Permit types must be identified, but individual employee applications are not required.
9. **Temporary Food & Beverage Vendors:** Holders of a valid temporary food and beverage facility permit.\

10. **Community Event Center Vendors:** Authorized merchants associated with lessees of the Community Event Center operating on or near the property.

Note: Passive panhandling not targeting specific individuals does not require a permit.

City Response and Resident Guidance

City staff has been made aware of the issue and is monitoring and addressing complaints as they arise. An informational campaign is also underway to:

- Educate residents on peddling regulations.
- Encourage residents to ask to see permits.
- Urge use of the non-emergency police number to report suspicious door-to-door activity.

Permitted Hours for Door-to-Door Sales

Currently, peddling is allowed in Windsor Heights from 9:00 AM to 9:00 PM daily.

A request has been made for the City Council to consider adjusting these hours. Mayor Jones gathered comparative permitted peddling hours in other metro communities which include:

City	Permitted Hours
Ankeny	9:00 AM – 7:00 PM (Mon–Sat)
Bondurant	8:00 AM – 8:00 PM (Mon–Sun)
Clive	9:00 AM – 7:00 PM (Mon–Sat), 1:00 PM – 5:00 PM (Sun)
Des Moines	9:00 AM – 9:00 PM (Daily)
Johnston	9:00 AM – 7:00 PM (Mon–Sat), 1:00 PM – 5:00 PM (Sun)
Pleasant Hill	9:00 AM – 7:00 PM (Mon–Sat), 1:00 PM – 7:00 PM (Sun)
Urbandale	9:00 AM – 8:00 PM (Mon–Sat), 1:00 PM – 5:00 PM (Sun)
Waukee	9:00 AM – 6:00 PM (Mon–Sat)
West Des Moines	9:00 AM – Sunset (Daily)

Permit Fees in Windsor Heights

Duration	Fee
1 Day	\$20
1 Week	\$100
90 Days	\$500
Application Fee	\$20 (non-refundable)

Out-of-State Peddlers: A \$5,000 bond is required—unique to Windsor Heights and notably higher than other cities.

Permit Fees in Other Communities

City	Application Fee	Permit Fees	Bond Requirement
Ankeny	\$20	\$20/day, \$50/week, \$75/month, \$150/6 mo.	Yes

Bondurant	None listed	\$20/day, \$30/week, \$50/6 months	\$200–\$1,000
Pleasant Hill	\$10	\$10/day, \$25/week, \$50/30 days	\$1,000
Norwalk	\$25	\$10/7 days, \$50/30 days, \$100/180 days	\$200 per license
Johnston	\$25	\$25 (valid for 90 days)	No bond
Clive	\$20	\$20/day, \$100/week	\$1,000
Urbandale	None listed	\$25/day, \$75/week, \$500/90 days	No bond

Observation: Windsor Heights has comparatively high fees and bond requirements, especially for long-term permits and out-of-state vendors.

Recommended Changes

To better align with neighboring cities and improve enforcement:

- Reduce permitted hours to mirror surrounding communities.
- Include permit fees in the City’s Annual Fee Schedule.
- Require license plate numbers on applications.
- Discuss whether to lower 1-week and 90-day fees to promote participation in the permitting process.
- Add religious and political organizations and political candidates as exempt from the permit requirement. Mayor Jones notes they are protected under the 1st Amendment *Watchtower Bible & Tract Society of New York, Inc. v. Village of Stratton*, 536 U.S. 150 (2002).
- Consider incorporating any revisions into the ongoing City Code overhaul.

Website Link

Here is [link](#) to the City's peddler's [webpage](#). Clarification was recently added to note there are no active peddlers permit.

Code Review Update

Staff are actively reviewing Chapters 60–100 of the City Code in coordination with Safe Building, Des Moines Water Works (DMWW) and Windsor Heights & Urbandale Sanitary Sewer District.

ATTACHMENTS

1. WH application for peddlers permit
2. WH Chapter 122 Code Section



APPLICATION FOR PEDDLER/SOLICITOR'S PERMIT

Fees: 1 day or less: \$10.00; 1 week: \$25.00; Up to 30 days: \$50.00;
Up to 6 months: \$100.00; 1 year: \$150.00
plus \$5.00 for each additional applicant beyond one (1)
SOLICITING FROM 9:00 a.m. to 7:00 p.m. Monday-Saturday,
1:00 p.m. to 7:00 p.m. Sunday

An Applicant Fee (non-refundable) of \$10.00 is due at time of filing application. Required: Cash bond or surety bond approved by the City Clerk, in the sum of \$1,000.00. **A criminal background history check, from the Department of Criminal Investigation (DCI), is required for each applicant.** This information may be obtained at the Department of Public Safety Building, 215 E. 7th St, Des Moines, IA 50319; phone 515-725-6010; web address: <http://www.dps.state.ia.us/dci>.

NAME OF ORGANIZATION: _____
IF NON-PROFIT, MUST PROVIDE PROOF.

ORGANIZATION ADDRESS _____

NATURE OF BUSINESS: _____

APPLICANT'S NAME: _____

APPLICANT'S ADDRESS: _____
(Permanent Address) (Local Address)

PHONE: _____
(Phone # of Organization) (Phone # of Applicant)

APPLICANT'S:

DATE OF BIRTH _____ HEIGHT _____ WEIGHT _____ HAIR COLOR _____ EYE COLOR _____

APPLICANT'S VEHICLE:

MAKE _____ YEAR _____ COLOR _____ LICENSE PLATE # _____

LAST THREE BUSINESSES IN WHICH THE APPLIANT HAS BEEN ENGAGED IN SIMILAR ACTIVITY:

1. _____ 2. _____ 3. _____

PERMIT BEGINNING DATE _____ PERMIT ENDING DATE _____

HAVE YOU EVER BEEN CONVICTED OF A FELONY, ARRESTED FOR THEFT, FRAUD, OR A CRIME INVOLVING MORAL TURPITUDE DURING THE LAST FIVE (5) YEARS, OR CURRENTLY HAVE CHARGES PENDING?

YES _____ NO _____ IF YES, GIVE FULL DETAILS: _____

Signature of Applicant

Signature/City Clerk's Office

For Office Use Only:

Date _____
Fee Paid _____
Fee Waived _____

Permit No. _____
Bond Submitted _____
Approved by _____

Revised 01-21-13

City of Windsor Heights
1133 66th Street
Windsor Heights, Iowa 50324
515.279.4453 www.windsorheights.org



Panhandler, Peddlers, Solicitors & Transient Merchant Application

9am -9pm NON-TRANSFERABLE Dates Valid: _____

Name _____
Phone Number _____ Email Address: _____
Home Address _____

Business Name (DBA): _____
Business Address _____

Description of Activity: _____

Date of Activity: _____
Last three places business was conducted _____

Has the Applicant had a Peddler, Solicitors, Panhandling or Transient Merchant permit suspended, revoked or denied by this or any other City in the last five years? Yes ☐ No ☐

If you answered yes, what were the reasons? _____

Non-Profit, CH504 – NO FEES - requires validation at time of application

Physical Description:

_____ Height
_____ Weight
_____ Eyes
_____ Hair

1-Day - \$20.00

1-Week- \$100.00

90-Days-\$500.00

APPLICATION FEE: \$20.00 (NON-REFUNDABLE)

**\$25 – PER EACH ADDITIONAL PEDDLER, SOLICITOR,
PANHANDLER**

I have read and understand all terms and descriptions provided with this form. I have provided true and accurate information.

Signature of Applicant _____

Date _____

***** FOR OFFICIAL USE ONLY *****

Has the Applicant been listed on ANY Sex Offender Registry within the last five years: Yes ☐ No ☐

Copy of Government Issued Photo I.D. ☐

Surety Bond \$5,000.00 copy on file _____
(Transient Merchant Only)

Bond required: Yes ☐ No ☐

TOTAL DUE: _____ CASH ☐ CREDIT CARD ☐ CHECK # _____

APPROVED: _____ Date _____
(Police Chief)

COPY OF THIS APPROVED FORM MUST BE CARRIED AT ALL TIMES

122.01 DEFINITIONS. For use in this chapter the following terms are defined:

1. "Peddler" means any person carrying goods, merchandise or offering services who sells or offers for sale for immediate delivery such goods, merchandise or services from house to house or upon the public street or right of way.
2. "Solicitor" means any person who solicits or attempts to solicit from house to house or upon the public street or right of way any contribution or donation or any order for goods, services, subscriptions or merchandise to be delivered at a future date.
3. "Panhandler" means any solicitation made in person requesting an immediate donation of money or other thing of value. Purchase of an item for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is in substance a donation, is a donation for the purpose of this section. Panhandling does not include passively standing or sitting, without addressing any solicitation to any specific person; however, holding a sign, prop, or other visual aid that a reasonable person would understand to be a request for assistance while passively standing or sitting is solicitation.
4. "Transient merchant" means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases or occupies any building or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. Temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as a part of, or in the name of any local merchant, dealer, trader, or auctioneer does not exempt any person from being considered a transient merchant.

122.05 BONDS REQUIRED.

1. Before a permit under this chapter is issued to a transient merchant, an applicant shall provide to the Police Chief, or his/her designee, evidence that the applicant has filed a bond with the Secretary of State in accordance with Chapter 9C of the *Code of Iowa*.
2. At the time of filing of the application and as a part thereof, any applicant without a place of residence or place of business in the State of Iowa shall file with the Police Chief a bond, with sureties to be approved by the Police Chief, in a penal sum of \$5,000.00 running to the City, for the use and benefit of any purchaser of any merchandise from such transient merchant who might have a cause of action of any nature arising from or out of such sale against the applicant or applicant's employer. The bond is to be further conditioned for the payment of any fines that may be assessed by any court against the applicant for a violation of this chapter, and further conditioned for the payment and satisfaction of any and all causes of action against the applicant commenced within one year from the date of sale of any merchandise. The aggregate liability of the surety for all fines and causes of action shall not exceed the principal sum of the bond.

122.06 PERMIT ISSUED. The Police Chief, upon review of the permit application with the police department and any other appropriate department or agency, shall determine whether a permit will be issued to the applicant. A waiting period of not less than three (3) business days from the date of the application shall be in effect to provide sufficient time for the fact gathering process to be completed in a reasonable period. In making his/her decision, the following factors shall be considered:

1. The information in the application is found to be correct.
2. All information required has been provided and the application is complete.
3. The required bond is paid.
4. Prior peddler, solicitor, panhandler or transient merchant permits issued to applicant and whether any such permits were suspended or revoked.

If the determination is made that the application satisfies the above factors and the applicant is not a risk to public safety, a permit shall be issued upon payment of the bond and any other fees set forth in the schedule of fees adopted by the City Council by resolution. A denial of a permit may be appealed in the same manner and under the same procedures stated at section 122.14 of this chapter.

122.17 PERMIT EXEMPTIONS. The following are excluded from the application of this chapter.

1. Newspapers. Persons delivering, collecting for, or selling subscriptions to newspapers.
2. Club Members. Members of local civic and service clubs, Boy Scout, Girl Scout, 4-H Clubs, Future Farmers of America, and similar organizations.
3. Local Residents and Farmers. Local residents and farmers who offer for sale their own products.
4. Students. Students representing area schools or school districts conducting projects sponsored by organizations recognized by the school.
5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.
6. Resale or Institutional Use. Persons customarily calling on businesses or institutions for the purposes of selling products for resale or institutional use.
7. Authorized representatives of charitable or nonprofit organizations operating under the provisions of Chapter 504 of the Code of Iowa. All such organizations seeking to act as a peddler, solicitor, panhandler and/or transient merchant are required to submit in writing to the Police Chief, or his/her designee, the name and purpose of the cause for which such activities are sought, names and addresses of the officers and directors of the organization, the period during which such activities are to be carried on, and whether any commissions, fees or wages are to be charged by the solicitor and the amount thereof. If it is found that the organization is a bona fide charity or nonprofit organization, such charity or organization shall be issued, free of charge, a permit. In the event the permit is denied, the authorized representatives of such charity or organization may appeal the decision to the Council, as provided in Section 122.14 of this chapter.

122.18 PROHIBITED ACTS. It is unlawful for any person, with or without a permit under this chapter, to conduct peddling, solicitation, panhandling or transient merchant business:

1. With any person situated in a motor vehicle upon any public street, alley, driveway access or public way.
2. Upon any part of the public right of way and/or along a parade route on the day of any permitted parade.
3. By blocking the path of the person solicited along a street.
4. By doing business or attempting to do business upon any property on which has a posted notice prohibiting peddling, solicitation or panhandling.
5. By using profane or abusive language, either during the solicitation or following a refusal.
6. By panhandling in a group of three or more persons.
7. While under the influence of alcohol or any illegal narcotic or controlled substance.
8. By any statement, gesture or other communication, which a reasonable person in the situation of the person solicited, would perceive to be a threat, harassment, intimidation or coercion.



**STAFF REPORT
CITY COUNCIL**

July 7, 2025

TO: CITY COUNCIL

FROM: Pete Roth

SUBJECT: Consideration of Resolution No. 2025-60 - A Resolution Approving a 28E Agreement Between Windsor Heights and Urbandale Concerning the Crisis Intervention Team Program

GENERAL INFORMATION

The 28E Agreement with the City of Urbandale, Iowa, establishes a Crisis Intervention Team (CIT) that will be managed by the Urbandale Police Department (UPD). The team will be comprised of one mental health professional and one specially trained sworn UPD law enforcement officer.

The team duties include responding to mental health-related calls for service, de-escalation and needs assessment, substance abuse, homelessness, and facilitation of necessary mental health services for individuals associated with these calls within the City of Windsor Heights. This also includes the availability of the team to conduct appropriate follow-up with individuals when necessary.

According to the agreement, the City is responsible for 15% of the cost of the program. This includes salary, benefits, operating expenses, and capital expenses incurred by Urbandale during its current fiscal year. Before the initial term and any annual renewal(s) of this Agreement, the Urbandale Police Chief will provide the Windsor Heights Police Chief with the percentage of costs to provide the CIT services under this Agreement for the fiscal year term of the calendar year, no later than January 1st. Urbandale will bill Windsor Heights in January of each year for its share of that year's services. To the extent Urbandale receives an award of grant funding for its CIT program costs, Urbandale shall calculate Windsor Heights' payment under this Agreement after applying the applicable grant funding. Reports on services will be made available to Windsor Heights upon request.

The position listing with Urbandale PD received good interest from candidates and has been filled by a qualified candidate.

The cost to the City, with no external grant support, is estimated at around \$40,000.00 for FY26. Funds were budgeted for this expense out of Public Safety's Profession Fees/Contributes & Payments account.

Staff recommends approval of the 28E.

ATTACHMENTS

1. Resolution No. 2025-60 RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF WINDSOR HEIGHTS AND THE CITY OF URBANDALE CONCERNING THE CRISIS INTERV
2. 2025 Crisis Intervention Team 28E Urbandale Windsor Hgts (6.19 rev Clean)

RESOLUTION NO. 2025-60

A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF WINDSOR HEIGHTS AND THE CITY OF URBANDALE CONCERNING THE CRISIS INTERVENTION TEAM PROGRAM

WHEREAS, Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint and cooperative action; and

WHEREAS, the City of Urbandale has developed a Crisis Intervention Team (CIT) program consisting of a sworn police officer and a mental health professional to respond to mental health, substance abuse, and homelessness-related calls for service; and

WHEREAS, the City of Windsor Heights finds that participating in the CIT program will enhance public safety services, support community relations, and improve the City's response to mental health-related calls; and

WHEREAS, the City of Windsor Heights and the City of Urbandale desire to enter into a 28E agreement under the provisions of Iowa law to share services related to the CIT program; and

WHEREAS, the City Council of Windsor Heights finds it to be in the best interest of the community to enter into such agreement with the City of Urbandale.

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

The City Council hereby approves the 28E Agreement with the City of Urbandale concerning the Crisis Intervention Team Program, a copy of which is attached hereto and made part of this Resolution by reference.

The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Windsor Heights.

The City Clerk is hereby authorized and directed to attest to the Mayor's signature and to take such further actions as necessary to implement and file this Agreement in accordance with Iowa Code Chapter 28E.

Passed and approved this 7th Day of July, 2025.

Mike Jones, Mayor

ATTEST:

Adam Strait, City Clerk

**28E AGREEMENT BETWEEN
THE CITY OF URBANDALE, IOWA AND THE CITY OF WINDSOR HEIGHTS, IOWA
CONCERNING THE
CRISIS INTERVENTION TEAM PROGRAM**

THIS AGREEMENT, made and entered into this day of _____, 2025, by and between the CITY OF URBANDALE, IOWA, an Iowa municipal corporation organized and existing under the provisions of Iowa Code Chapter 364 (hereinafter referred to as “Urbandale”) and the CITY OF WINDSOR HEIGHTS, IOWA an Iowa municipal corporation organized and existing under the provisions of Iowa Code Chapter 364 (hereinafter referred to as “Windsor Heights”)

WHEREAS, there is a growing mental health problem in this country and public safety personnel are encountering more and more mental health related calls requiring advanced training and additional resources to adequately address those calls; and

WHEREAS, the Urbandale Police Department has implemented a collaborative program involving a sworn police officer and a mental health professional to form a crisis intervention team to address mental health, substance abuse, and homelessness related calls and situations (hereinafter the “Crisis Intervention Team” or “CIT”); and

WHEREAS, Urbandale and Windsor Heights believe that having the additional resources available to public safety personnel serving the community will further enhance the public safety services provided by each city to its community; further aid in fostering community relations; provide the tools necessary to allow public safety personnel to more effectively respond to mental health, substance abuse and homelessness related calls; and provide more opportunities for intervention, navigation and follow up for those in need; and

WHEREAS, this Agreement is entered into between two (2) public agencies for joint and cooperative action pursuant to the provisions of Iowa Code Chapter 28E; and

WHEREAS, in accordance with Iowa Code Chapter 28E, after execution of this Agreement by Urbandale and Windsor Heights, it shall be electronically filed in the office of the Secretary of State by Urbandale.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and considerations herein contained and for the benefit of the public, Urbandale and Windsor Heights have entered into the following agreement pursuant to the Chapter 28E of the Code of Iowa as set out herein:

I. PARTIES: The parties to this Agreement are as follows:

The City of Urbandale is an Iowa municipal corporation organized and existing under the provisions of Iowa Code chapter 364. The City of Urbandale is located in the County of Polk

and the County of Dallas, State of Iowa, with its principal office currently located at 3600 86th street, Urbandale, Iowa 50322.

The City of Windsor Heights is an Iowa municipal corporation organized and existing under the provisions of Iowa Code chapter 364. The City of Windsor Heights is located in the County of Polk, State of Iowa, with its principal office currently located at 1145 66th street Suite 1, Windsor Heights, Iowa 50324.

II. PURPOSE:

The purpose of this Agreement is to provide Crisis Intervention Team services from the Urbandale Police Department to respond to mental health, substance abuse, and homelessness related calls for service within Windsor Heights; and to provide for payments by Windsor Heights to Urbandale for these services; and to assign responsibilities amongst the parties to this Agreement for the supervision and equipping of the Crisis Intervention Team. This Agreement is a voluntary undertaking of the parties. It is not the intent of Urbandale or Windsor Heights to create a new legal entity by this Agreement.

III. ORGANIZATION:

No separate legal or administrative entity shall be established. No joint board shall be established. Urbandale through the Chief of Police and Windsor Heights through the Chief of Police shall periodically consult regarding the operation of the Crisis Intervention Team provided for under this agreement. The Chiefs of Police from either city may designate other individuals within their respective organizations to manage this agreement.

IV. DURATION:

1. This Agreement shall be approved by the respective governing bodies of Urbandale and Windsor Heights. Said approval shall be by resolution. Said resolution shall authorize the mayors of each respective city to execute this Agreement on behalf of that party. Upon approval by each party as provided herein, the Agreement shall be filed with the Iowa Secretary of State by Urbandale, as provided by Iowa Code Section 28E.8. This Agreement will be in effect upon the completion of such filings.
2. This Agreement shall be in effect upon filing with the Iowa Secretary of State until June 30, 2026. This Agreement shall automatically renew each year for an additional term of one (1) year, starting July 1st to June 30th, unless one party gives notice to the other no later than February 1st of any year that the Agreement will not be renewed. Notice shall be provided to the Chief of Police of the City.

V. ADMINISTRATOR:

Pursuant to Iowa Code Section 28E.6, the Urbandale Police Chief shall be the administrator of this Agreement.

VI. SERVICES AND RESPONSIBILITY:

Urbandale shall maintain a Crisis Intervention Team that shall provide its services to Windsor Heights upon request of the Windsor Heights Police Department, as established in this Agreement. The CIT's duties include responding to mental health-related calls for service, de-escalation and needs assessment, and facilitation of necessary mental health services for individuals associated with the calls. To provide the services under this Agreement Urbandale will:

1. Employ one (1) State of Iowa certified sworn police officer and one (1) mental health professional who will be assigned to the Crisis Intervention Team as their primary assignment. Urbandale will be responsible for defining the duties of the CIT personnel for purposes of carrying out their functions under this Agreement. The CIT will remain under the sole supervision, oversight, and control of chain of command of the Urbandale Police Department. Urbandale shall be responsible for all compensation including the payment of salary and wages, overtime, benefits, liability coverage, and all operating and capital expenses incurred by the Crisis Intervention Team.
2. The Crisis Intervention Team shall operate under authority and in the employment of the City of Urbandale. All assignment of duties, employee discipline, and evaluation of Officer and employee performance shall remain the sole authority and responsibility of the City. Nothing in this Agreement shall be construed to require Urbandale to adopt a budget to annually appropriate funds for the CIT and Urbandale reserves the right to discontinue or modify its CIT program if deemed necessary at any time.
3. Urbandale shall provide the Crisis Intervention Team with a vehicle, office, computer, telephone, office supplies, secretarial support, and other support necessary to perform their duties.
4. The Urbandale Police Department shall provide necessary crisis intervention training to the Crisis Intervention Team Officer. Supplemental and ongoing crises intervention training will be provided as required and determined by the Urbandale Police Department.
5. The Crisis Intervention Team shall report for duty during hours determined by the Urbandale Police Department.
6. The police officer assigned to the Crisis Intervention Team may be assigned to other duties during a police emergency as determined by the Urbandale Chief of Police), or other mutually agreeable occasions.
7. The Urbandale Police Department shall maintain records of the services provided under this Agreement including the hours and days worked, and investigative and general reports consistent with the policies of the Urbandale Police Department.

8. Windsor Heights shall have access to reporting statistics, provided by the Crisis Intervention Team upon request.
9. The Crisis Intervention Team shall adhere to City of Urbandale and Urbandale Police Department policy, procedures, rules and regulations. If in conflict, City of Urbandale and Urbandale Police Department policy, procedures, rules and regulations shall supersede Windsor Heights policies while conducting crisis intervention activities or police activities under the scope of this Agreement.

VII. FINANCIAL AGREEMENT:

During the initial term of this Agreement, Windsor Heights shall be responsible for fifteen percent (15%) of the costs of the Crisis Intervention Team, including salary, benefits, operating expenses, and capital expenses incurred by Urbandale during its current fiscal year. Prior to the initial term and any annual renewal(s) of this Agreement, the Urbandale Police Chief shall provide the Windsor Heights Police Chief with the percentage of costs to provide the CIT services under this Agreement for the fiscal year term of the calendar year, no later than January 1st. Urbandale shall bill Windsor Heights in January of each year for its share of that year's services. To the extent Urbandale receives an award of grant funding for its CIT program costs, Urbandale shall calculate Windsor Heights' payment under this Agreement after applying the applicable grant funding.

VIII. CANCELLATION OF THE AGREEMENT:

This Agreement may be cancelled by either party no later than February 1st of any year that the Agreement will not be renewed. All cancellations under this Agreement shall be in writing and are deemed as given when deposited in the United States Post Office. Notices to the City of Urbandale shall be addressed to the Chief of Police, City of Urbandale, 3740 86th street, Urbandale Iowa 50322. Notices to the City of Windsor Heights shall be addressed to the Chief of Police, City of Windsor Heights, 1145 66th street Suite 1, Windsor Heights, Iowa 50324. If during the term of this Agreement either party shall change the address of the above contact persons, it shall notify the other of said new address.

IX. TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by mutual consent of the parties. In addition, either party may terminate this Agreement if the other party has a material breach of this Agreement, provided that the terminating party give written notice to the other party of the material breach and at least ten (10) days' notice is given to cure the breach. If the breach is not cured within the ten (10) days' notice period, this Agreement shall terminate without further notice.

X. FISCAL AGENT:

Urbandale shall act as the fiscal agent under this Agreement. The City of Urbandale shall provide for regular audits of the receipt and expenditure of funds under this Agreement.

XI. INSURANCE AND INDEMNIFICATION:

1. To the extent permitted by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all losses, damages and expenses, claims, demands, actions and/or causes of actions, judgements, settlements, or other costs, including reasonable attorney's fees, occasioned by, or arising out of, either parties officials', employees', contractors', or agents' negligence or willful misconduct in the performance of its duties under this Agreement. The provisions of this subsection shall survive termination of this Agreement with respect to any damage or injury occurring prior to such termination. . Nothing in this paragraph or Agreement shall constitute a waiver of any statutory or common law defenses or immunities available to either party under Iowa Law, including without limitation defenses and immunities specified under Iowa Code Chapter 670. Neither party will insure the actions of the other.
2. Each party agrees to release the other from any claim for recovery for any loss or damages to any of its property that is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.
3. Each party shall notify the other party of any claim or any potential claim for injury or property damage to another arising out of actions taken under this Agreement as soon as practical following knowledge of a claim or potential claim.
4. Each party shall maintain general liability insurance for protection of each, respectively, from any liability arising out of any accident or other occurrence causing any injury and/or damage to any person or property arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate, which limit can be met with a combination of primary and umbrella policies.
5. Urbandale shall provide all required insurance coverage, including medical and hospitalization or workers compensation insurance, as required by Iowa law, for the officer and the mental health professional covered in this Agreement.
6. All required insurance shall be obtained from issuers for recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate(s) of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement. It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the

indemnification provisions of this Agreement. The failure to any party to maintain the insurance coverage and limits required by this Agreement shall be considered a material breach of this Agreement. The failure of any party to declare another party to be in material breach shall not be deemed a waiver by the other party of the right to claim material breach for a subsequent failure to maintain the required coverage or limits.

XII. AMENDMENTS:

This Agreement may be amended by a written instrument approved by the City of Urbandale and the City of Windsor Heights.

XIII. BINDING EFFECT:

This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. Neither party may assign this Agreement without the consent of the other party.

XIV. EXECUTION IN COUNTERPARTS:

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

XV. SEVERABILITY:

If any clause, provision or section of the Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of the law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties to the full extent permitted by law.

XVI. SUPERSEDES:

This Agreement supersedes all prior agreements between the City of Urbandale and the City of Windsor Heights purporting to establish and finance a Crisis Intervention Team.

XVII. NOTICES:

All notices under this Agreement must be in writing and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or confirmed electronic mail or when received by certified mail at the address listed above for each party or at another address as designated by either party.

IN WITNESS WHEREOF, the City of Urbandale, Iowa, and the City of Windsor Heights have caused this Agreement to be executed this ____ day of _____, 2025.

CITY OF URBANDALE, IOWA

By: Robert Andeweg
City of Urbandale Mayor

Date: _____

ATTEST:

By: Nicole Lunders
City of Urbandale Clerk

Date: _____

CITY OF WINDSOR HEIGHTS

By: Mike Jones
City of Windsor Heights Mayor

Date: _____

ATTEST:

By: Adam Strait

City of Windsor Heights Clerk

Date: _____



**STAFF REPORT
CITY COUNCIL**
July 7, 2025

TO: CITY COUNCIL

FROM:

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

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
July 7, 2025

TO: CITY COUNCIL
FROM: Mike Jones, Mayor

SUBJECT: Mayor's Report

GENERAL INFORMATION

ATTACHMENTS

1. Mayor's Report 7-1-2025



MAYOR'S REPORT

June 1st, 2025 – July 1st, 2025

- On June 3rd I was contacted by Andriana Torres of WHO regarding Council changing the Colby Park hours due to vandalism. I indicated that yes, there was a change in hours due to minor vandalism to the CEC bathroom and to trail signage but it was more proactive with the park improvements. I was not available for an interview but was later told that it was implied on the evening news that we changed the hours due to vandalism to the park improvements. This, of course, is not true.
- On June 5th I attended the Des Moines Metropolitan Planning Organization Executive Committee meeting where, most importantly, we received an update on the multimodal economic impact study. An educational workshop was held, [which you can see here](#).
- On June 6th I gave the State of the City. Thanks to the Chamber of Commerce for organizing, staff for putting the presentation together and for Councilors Campbell, Libbie and Skeries for attending. I hear it was an entertaining presentation.
- Later I attended the Movie in the Park. It was a great turnout and I didn't have to do anything thanks to all of the volunteers who showed up. Congratulations to Susan and Lauren for building up the volunteer base.
- On June 10th I attended MAC with Councilor Harms at the Urbandale Library. We discussed planning for the upcoming year and topics for the next 90 days. Specifically, I discussed affordable housing with Mayor Boesen, Supervisor Connolly, Councilor Coleman and Councilor Kroll.
- On June 11th I attended the Banker's Trust Customer Appreciation Lunch. Thanks to the FD/PD for volunteering their time to grill on such a hot day. Thanks as always to Betty and her staff for putting on a wonderful event. *I wasn't aware Banker's Trust had so many customers in the area.* Later I attended the summer social for MIALG in Ames.
- On June 12th, I attended Wind Down Windsor Heights, put on by the Windsor Heights Chamber of Commerce, along with Councilor Skeries. Although she may have been there in a Windsor Mower capacity...? Either way it was a full turnout and thanks to Centerfield for hosting us.
- I received an inquiry from a resident about the landscaping requirements at Hy-Vee Fast and Fresh as part of their site plan. This inspired me to also check with AJ about Colby Interests replanting trees in Apple Valley since they took down all of their ash trees. Fast and Fresh will be replanting shrubs and he expects to hear back from Colby Interests about Apple Valley.
- I contacted Amy Landrigan, the executive director of the Beacon, and they did a walkthrough of the residence on 65th Street. They did this on June 20th.
- On June 23rd I looked into our peddler permit hours. This will be on this agenda.

- On June 8th I marched in the Capitol City Pride Parade and tried to get a photo with every elected official I saw



- A resident contacted me about excessive speeding on El Rancho due to the 73rd Street detour and I asked Chief Roth if he was able to procure a radar trailer from another agency. Chief Roth must be well liked because he was able to get a radar trailer within a week and place it on the street.
- On June 26th I attended the MPO Policy Committee meeting. The next big plan we're discussing is the Transportation Improvement Program: "A regional program of surface transportation improvement projects to enhance the movement of goods and people along the greater Des Moines Metropolitan planning area's transportation system." [You can see the latest draft here.](#)
- Later I attended the campaign kickoff for Polk County Attorney Kimberly Graham.



**STAFF REPORT
CITY COUNCIL**
July 7, 2025

TO: CITY COUNCIL
FROM: Nate Leuthold, Deputy City Clerk
SUBJECT: Q2 2025 Code Enforcement Report

GENERAL INFORMATION

ATTACHMENTS

1. Q2 2025 CODE ENFORCEMENT STAFF REPORT



DEPUTY CITY CLERK
 1145 66th Street, Suite 1
 Windsor Heights, Iowa 50324
 Ph: 515-645-6826
 Email: nleuthold@windsorheights.org

To: City Administrator Adam Plagge
 From: Deputy City Clerk Nate Leuthold
 Date: July 2, 2025
 Re: Code Enforcement : Q2 2025 (4/1/25-6/30/25)

CODE ENFORCEMENT

Please see the report below for Q2 of 2025 for code enforcement. Note: some irrelevant sections (e.g. rental inspections) have been removed from this report for simplicity and clarity, but they may appear in future reports.

Code Enforcement Items				
Request Type	Period 4/1/2025-6/30/2025			
	Total Requests			
	Submitted During Period	Closed During Period	Avg. Days to Close a Request	Total In Progress (as of 7/1/25)
Abandoned / inoperable motor vehicles on private property	2	2	15	0
Dead or diseased trees	0	1	737	4
Drainage problems on private property caused by a public facility or construction project	1	0	N/A	1
Nuisance or junk / debris / garbage	18	17	31	4
Other	19	15	6	4
Tree trimming or tree removal on private property	1	0	N/A	1
Vehicles parked on grass	12	11	21	3
Weeds / tall grass	18	13	8	7
Total:	71	59	29	30

OVERVIEW

This quarter saw an increase in new reports and a slight increase in closures as well. The “Dead or diseased trees” issue that was resolved was due to the ongoing tree removal program, in which the property owners opted to remove the tree themselves (after about two years from the initial report). Our hope is that the tree removal program continues to assist in the

enforcement of these types of nuisances. Overall I am quite pleased to have maintained a total number of requests between roughly 20 and 30 this quarter.