



**AGENDA**  
**REGULAR MEETING OF THE**  
**WINDSOR HEIGHTS CITY COUNCIL**  
**Monday, August 18, 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. **Closed Session** Per Iowa Code §21.5 .1 (c) - Per Iowa Code §21.5 .1 (c): To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation
5. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
  - A. Approve Minutes of the Regular Council Meeting on August 4, 2025
  - B. Approve Financial Reports
  - C. Approve Liquor License (Ownership Update) - Hy-Vee - 7101 University Avenue
  - D. Approve Liquor License (Ownership Update) - Hy-Vee Fast & Fresh - 7220 Hickman Road
  - E. Approve FY25 Outstanding Debt Report
  - F. Approve FY25 Street Finance Report
  - G. Approve 2023 Colby Park Improvements Pay Request 12
  - H. Approve Forest Court Construction Services Amendment 1
  - I. Approve Diwali Parade Special Events Permit
  - J. Approve Resolution No. 2025-66 - A Resolution Setting the Time and Place to Conduct a Public

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



Hearing to Consider the Lease of City Property

K. Approve 68th Street Improvements Pay Request 4

L. Approve 73rd Street Phase 1 Pay Request 13

M. Approve Resolution No. 2025-67 - A Resolution Authorizing the Mayor to Execute a Settlement Agreement on Behalf of the City of Windsor Heights

N. Approve 64th Street ROW Ash Trees Emerald Ash Borer Treatment Proposal

6. **Action Items:**

A. Consideration of Approval of Liquor License - Super Quick Mart - 7690 Hickman Rd

B. Consideration of 2025 Employee Handbook

C. Consideration of the Second Reading of Ordinance 2025-02 - An Ordinance Amending Chapters 166, 168, 172, 175, and 179 of the Code of Ordinances for the City of Windsor Heights, With Regard to Accessory Dwelling Units and General Amendments

7. **Reports:**

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

B. WHPD Quarterly Report

8. **Adjourn**

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**City of Windsor Heights Regular Business Meeting Minutes**  
**Monday, August 4, 2025 - 6:00 PM**  
**WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST**

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

The meeting was called to order by Mayor Pro Tem Susan Skeries at 6:00 PM. Members present: Susan Skeries, Lauren Campbell, and Michael Libbie (via Zoom). Members absent: Mayor Mike Jones, Joseph Jones, and Threase Harms. Staff present: City Administrator Adam Plagge, City Planner Trey Rouse of Bolton & Menk, City Engineer Justin Ernst of Bolton & Menk, Public Works Director Andy Larson, Police Chief Peter Roth, Fire Chief Jim Mease, and Deputy City Clerk Nate Leuthold.

**2. Approval of the Agenda**

Motion by Lauren Campbell to table item 6C and approve the amended agenda. Seconded by Susan Skeries. Motion passed 3-0

**3. Public Hearing on Zoning Code Amendments – Accessory Dwelling Units & General Amendments City of Windsor Heights**

Trey Rouse presented the staff report

Motion by Lauren Campbell to open public hearing. Seconded by Susan Skeries. Motion passed 3-0.

No public comment.

Motion by Lauren Campbell to close public hearing. Seconded by Susan Skeries. Motion passed 3-0.

- A. Consideration of the First Reading of Ordinance 2025-02 - An Ordinance Amending Chapters 166, 168, 172, 175, and 179 of the Code of Ordinances for the City of Windsor Heights, With Regard to Accessory Dwelling Units and General Amendments

Motion by Michael Libbie to approve. Seconded by Lauren Campbell. Motion passed 3-0

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

Bob Bishop of 1128 64th St spoke regarding 1122 65th St vacant property

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

Motion by Lauren Campbell to approve. Seconded by Michael Libbie. Motion passed 3-0.

- A. Approve Minutes of the Regular Council Meeting on July 7, 2025
- B. Approve Financial Reports
- C. Approve Liquor License - Thirsty Pigs LLC - 6900 School Street
- D. Approve 68th Street Improvements Project Pay Request 3
- E. Approve Resolution 2025-65 A Resolution Waiving CEC and Outdoor Pavilion Fees for Bridges of Iowa Graduation and Bridge Unveiling
- F. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 12

6. **Action Items:**

A. Discussion on 1151 65th Street Proposed Uses

Adam Plagge led the discussion and presented three options for the use of the property: partnering with Nancy's Place or Ferguson House, or utilizing it for employee housing. Lauren Campbell thanked Adam for the multiple options. Hunter Cooke of Urbandale, Iowa spoke on behalf of Nancy's Place and their proposed use of the property. Lauren Campbell asked about Nancy's Place's Board of Directors' terms. Hunter advised that overall they had good tenure. Lauren Campbell, Michael Libbie, and Susan Skeries all recommended moving forward with Nancy's Place.

B. Discussion on 64th Street & Sunset Terrace Parking and Pedestrian Crossing

Adam Plagge provided an update. Staff recommendation is no additional action beyond what has already been done at this point. Law enforcement will resume monitoring the situation once the school year begins. Dr. Michael Gossen, principal of Cowles Elementary spoke on behalf of the school and their understanding of the parking situation. Lauren Campbell asked about the children in higher grades helping as crossing guards. Dr. Gossen advised that they do not currently have such a program due to liability reasons. Susan Skeries spoke regarding the history of the school and traffic issues; she asked Cowls to consider asking if parents or teachers could assist.

C. Consideration of Approval of Liquor License - Super Quick Mart - 7690 Hickman Rd  
Item tabled

D. Consideration of Changes to 65th and 66th Street On-street Parking

Adam Plagge presented the staff report. He explained the rationale behind the proposed change, citing the ease of access off of University. Susan Skeries spoke in opposition of the change, citing safety concerns. Lauren Campbell spoke in opposition specifically south of University. No action taken.

E. Discussion on Code Review Project

Adam Plagge presented the staff report and gave a brief description of each Code item, all of which are to be considered by Council at a later date. City Council did not express any concerns with proposed draft revisions.

F. Discussion on Colby Park Water Access Design and Bid Documents

Architect Nate Weilt of Bolton & Menk spoke regarding signage and vegetation recommendations for Walnut Creek, as well as an alternate for a car barrier along 63rd St. Susan Skeries spoke in opposition to the alternate, citing concerns with setting precedent. Michael Libbie concurred with Susan, citing costs. The car barrier project will be removed from the CIP.

G. Consideration of Approval of Resolution 2025-64 - A Resolution Approving Purchase Of Police Vehicle

Police Chief Pete Roth spoke about the purchasing of a hybrid vehicle. Susan asked about the proposed purchase location and whether something local would be practical. Chief advised that, while possible, it would create delays. Motion by Lauren Campbell to approve. Seconded by Michael Libbie. Motion passed 3-0.

H. Consideration of Preliminary Resolution 2025-62 - A Resolution Pursuant to Section 384.42 of the Iowa Code to Implement and Assess the Costs of the 2025 Tree Removal Project

Adam Plagge presented the staff report and gave a timeline for the special assessment process. Motion by Lauren to approve. Seconded by Susan Skeries. Motion passed 3-0

- I. Consideration of Resolution 2025-63 - A Resolution of Necessity Pursuant to Section 384.49 of the Iowa Code Covering the 2025 Tree Removal Project  
Motion by Lauren Campbell to approve. Seconded by Michael Libbie. Motion passed 3-0.
- J. Consideration of Resolution No. 2025-61 - A Resolution Setting Time and Place for a Public Hearing on The 2025 Tree Removal Project  
Motion by Michael Libbie to approve. Seconded by Lauren Campbell. Motion passed 3-0.

7. **Reports:**

- A. Mayor, Council Reports and Committee Updates, and Administration Reports  
Lauren Campbell: Public Safety Night Out was awesome, albeit hot. Friday's movie in the park was a huge success. Fall Fest planning is in full swing. She will attend DART on 8/5 on behalf of Joseph Jones  
Michael Libbie: no report  
Susan Skeries: attended the monthly special events meeting, the Public Safety Night Out, and Greg Edwards' retirement from Catch Des Moines. She is continuing planning for Fall Festival. She will attend a Metro Waste Authority board meeting on Wednesday, will do breakfast at the state fair on Monday, Wake up WH on Wednesday, 8/13, and a special events committee meeting on 8/15. The movie in the park on Friday was a huge success.
- B. Forest Court Patch and Overlay Post Project Report  
Adam Plagge presented the staff report. The contractor did a great job, but the road was in very poor condition. The new overlay looks great, but will require monitoring to determine the future viability of overlays on roads in similar condition and it will require a full reconstruction in the future.
- C. Sidewalk Inspection Report  
Public Works Directy Andy Larson provided the staff report.
- D. Stormwater System Cleaning Report
- E. Stormwater Program Report
- F. Community Center Financials Report  
Deputy City Clerk Nate Leuthold presented the staff report.

8. **Adjourn**

Motion by Lauren Campbell to adjourn at 7:53 PM. Seconded by Susan Skeries. Motion passed 3-0.

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Mike Jones, Mayor

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Adam Strait, City Clerk



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

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

**GENERAL INFORMATION**

**ATTACHMENTS**

1. CLAIMS LIST



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Batch:

PAY20250116.00,PAY20250116.01,PAY20250117.00,PAY20250117.01,080625PAY,PRL-081525,PRL-081225

| Check #          | Check Date | Vendor Name                     | Amount      | Invoice | Comment                             |
|------------------|------------|---------------------------------|-------------|---------|-------------------------------------|
| <b>1110 CASH</b> |            |                                 |             |         |                                     |
| <b>485 e</b>     | 08/12/25   | <b>FEDERAL TAX DEPOSIT</b>      |             |         |                                     |
| G 001-2120       |            | FEDERAL W/H PAYABLE             | \$13,056.75 |         |                                     |
| G 001-2121       |            | FICA W/H PAYABLE                | \$17,671.90 |         |                                     |
|                  |            | Total                           | \$30,728.65 |         |                                     |
| <b>486 e</b>     | 08/12/25   | <b>ISOLVED BENEFIT SERVICES</b> |             |         |                                     |
| G 001-2131       |            | FSA AND DEPENDENT               | \$1,510.83  |         |                                     |
|                  |            | Total                           | \$1,510.83  |         |                                     |
| <b>487 e</b>     | 08/12/25   | <b>IPERS</b>                    |             |         |                                     |
| G 001-2123       |            | IPERS PAYABLE                   | \$17,825.81 |         |                                     |
|                  |            | Total                           | \$17,825.81 |         |                                     |
| <b>488 e</b>     | 08/12/25   | <b>STATE OF IOWA</b>            |             |         |                                     |
| G 001-2122       |            | STATE W/H PAYABLE               | \$3,307.69  |         |                                     |
|                  |            | Total                           | \$3,307.69  |         |                                     |
| <b>489 e</b>     | 08/12/25   | <b>MANHATTANLIFE</b>            |             |         |                                     |
| G 001-2132       |            | MANHATTAN LIFE                  | \$31.25     |         | DAVISON, MARK                       |
| G 001-2132       |            | MANHATTAN LIFE                  | \$3.38      |         | JONES, BRIAN                        |
| G 001-2132       |            | MANHATTAN LIFE                  | \$22.42     |         | MEASE, JAMES                        |
| G 001-2132       |            | MANHATTAN LIFE                  | \$6.63      |         | PRICE, JEFF                         |
| G 001-2132       |            | MANHATTAN LIFE                  | \$21.60     |         | ROBERTS, JASON                      |
| G 001-2132       |            | MANHATTAN LIFE                  | \$11.13     |         | ROTH, PETE                          |
| G 001-2132       |            | MANHATTAN LIFE                  | \$10.00     |         | STAPLETON, BRIAN                    |
|                  |            | Total                           | \$106.41    |         |                                     |
| <b>490 e</b>     | 08/12/25   | <b>ASSURITY</b>                 |             |         |                                     |
| G 001-2128       |            | ASSURITY                        | \$10.21     |         | SWISHER, RACHELLE ASSURITY          |
| G 001-2128       |            | ASSURITY                        | \$18.31     |         | AHRENS, TYLER ASSURITY              |
| G 001-2128       |            | ASSURITY                        | \$5.88      |         | BROWN, CODY ASSURITY                |
| G 001-2128       |            | ASSURITY                        | \$36.07     |         | DAVISON, MARK ASSURITY              |
| G 001-2128       |            | ASSURITY                        | \$45.10     |         | IRLBECK, MICHAEL ASSURITY           |
| G 001-2128       |            | ASSURITY                        | \$33.62     |         | MEASE, JAMES ASSURITY               |
| G 001-2128       |            | ASSURITY                        | \$18.75     |         | NORRIS, CHAD ASSURITY               |
| G 001-2128       |            | ASSURITY                        | \$19.70     |         | PRICE, JEFF ASSURITY                |
| G 001-2128       |            | ASSURITY                        | \$16.84     |         | ROBERTS, JASON ASSURITY             |
| G 001-2128       |            | ASSURITY                        | \$39.82     |         | ROTH, PETE ASSURITY                 |
| G 001-2128       |            | ASSURITY                        | \$9.84      |         | STRAIT, ADAM ASSURITY               |
|                  |            | Total                           | \$254.14    |         |                                     |
| <b>491 e</b>     | 08/12/25   | <b>ICMA RETIREMENT TRUST</b>    |             |         |                                     |
| G 001-2125       |            | DEF COMP PAYABLE IC             | \$150.36    |         | SWISHER, RACHELLE ICMA - EMPLOYER   |
| G 001-2125       |            | DEF COMP PAYABLE IC             | \$39.39     |         | BOWERS, RYAN ICMA DEFERRED COMP     |
| G 001-2125       |            | DEF COMP PAYABLE IC             | \$55.99     |         | BOWERS, RYAN ICMA - EMPLOYER        |
| G 001-2125       |            | DEF COMP PAYABLE IC             | \$54.37     |         | BREESE, TAMMY ICMA DEFERRED COMP    |
| G 001-2125       |            | DEF COMP PAYABLE IC             | \$127.69    |         | BREESE, TAMMY ICMA - EMPLOYER       |
| G 001-2125       |            | DEF COMP PAYABLE IC             | \$75.00     |         | BROWN, CODY ICMA - EMPLOYER         |
| G 001-2125       |            | DEF COMP PAYABLE IC             | \$100.00    |         | DAVISON, MARK ICMA DEFERRED COMP    |
| G 001-2125       |            | DEF COMP PAYABLE IC             | \$55.99     |         | DAVISON, MARK ICMA - EMPLOYER       |
| G 001-2125       |            | DEF COMP PAYABLE IC             | \$100.00    |         | IRLBECK, MICHAEL ICMA DEFERRED COMP |



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| Check #        | Check Date | Vendor Name                            | Amount      | Invoice    | Comment                             |
|----------------|------------|----------------------------------------|-------------|------------|-------------------------------------|
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$62.71     |            | IRLBECK, MICHAEL ICMA - EMPLOYER    |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | JACKS, DANIEL ICMA - EMPLOYER       |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$49.85     |            | JONES, BRIAN ICMA - EMPLOYER        |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | LEUTHOLD, NATHAN ICMA - EMPLOYER    |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | MEASE, JAMES ICMA - EMPLOYER        |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | MOON, ERIC ICMA - EMPLOYER          |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | MUERNER, MARK ICMA - EMPLOYER       |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$30.00     |            | NISSSEN, ANDREW ICMA DEFERRED COMP  |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$149.65    |            | NISSSEN, ANDREW ICMA - EMPLOYER     |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$83.61     |            | NORRIS, CHAD ICMA - EMPLOYER        |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$55.99     |            | PALMER, MATTHEW ICMA - EMPLOYER     |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | PEDERSEN, TYLER ICMA - EMPLOYER     |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$25.00     |            | PERKINS, JOSHUA ICMA DEFERRED COMP  |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | PERKINS, JOSHUA ICMA - EMPLOYER     |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | PLEINESS, CATHERINE ICMA - EMPLOYER |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | PRICE, JEFF ICMA - EMPLOYER         |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | ROBERTS, JASON ICMA - EMPLOYER      |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$55.99     |            | ROETMAN, JOSEPH ICMA - EMPLOYER     |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | ROTH, PETE ICMA - EMPLOYER          |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$37.50     |            | STAPLETON, BRIAN ICMA DEFERRED COMP |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$22.00     |            | STAPLETON, BRIAN ICMA - EMPLOYER    |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$75.00     |            | STRAIT, ADAM ICMA - EMPLOYER        |
| G 001-2125     |            | DEF COMP PAYABLE IC                    | \$50.00     |            | WARNE, JARED ICMA DEFERRED COMP     |
| Total          |            |                                        | \$2,281.09  |            |                                     |
| <b>492 e</b>   | 08/12/25   | <b>DELTA DENTAL OF IOWA</b>            |             |            |                                     |
| G 001-2127     |            | VISION/DENTAL                          | \$3,229.42  |            |                                     |
| Total          |            |                                        | \$3,229.42  |            |                                     |
| <b>493 e</b>   | 08/12/25   | <b>FEDERAL TAX DEPOSIT</b>             |             |            |                                     |
| G 001-2120     |            | FEDERAL W/H PAYABLE                    | \$1,193.43  |            |                                     |
| G 001-2121     |            | FICA W/H PAYABLE                       | \$2,041.18  |            |                                     |
| Total          |            |                                        | \$3,234.61  |            |                                     |
| <b>494 e</b>   | 08/12/25   | <b>STATE OF IOWA</b>                   |             |            |                                     |
| G 001-2122     |            | STATE W/H PAYABLE                      | \$347.28    |            |                                     |
| Total          |            |                                        | \$347.28    |            |                                     |
| <b>58916</b>   | 08/06/25   | <b>AIR FILTER SALES &amp; SERVICES</b> |             |            |                                     |
| E 001-480-6310 |            | BUILDING REPAIR                        | \$576.60    | 13005      | AIR FILTERS                         |
| Total          |            |                                        | \$576.60    |            |                                     |
| <b>58917</b>   | 08/06/25   | <b>AMAZON CAPITAL SERVICES</b>         |             |            |                                     |
| E 001-480-6310 |            | BUILDING REPAIR                        | \$38.97     | 1F6G-RXLQ- | SUPPLIES                            |
| Total          |            |                                        | \$38.97     |            |                                     |
| <b>58918</b>   | 08/06/25   | <b>BAKER ELECTRIC INC.</b>             |             |            |                                     |
| E 322-210-6761 |            | CAP OUTLAY                             | \$12,120.00 | 25877-01   | CAMERA MOUNTS 73RD ST               |
| Total          |            |                                        | \$12,120.00 |            |                                     |
| <b>58919</b>   | 08/06/25   | <b>BOOT BARN INC</b>                   |             |            |                                     |
| E 110-210-6180 |            | ALLOWANCES                             | \$35.98     | 143342     | CLOTHING ALLOWANCE                  |



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| Check #        | Check Date | Vendor Name                               | Amount      | Invoice     | Comment                          |
|----------------|------------|-------------------------------------------|-------------|-------------|----------------------------------|
| Total          |            |                                           | \$35.98     |             |                                  |
| <b>58920</b>   | 08/06/25   | <b>BRAVO GREATER DES MOINES INC.</b>      |             |             |                                  |
| E 001-460-6413 |            | CONTRIBUTIONS & PAY                       | \$2,020.83  |             | MAY/JUNE/JULY 2025 CONTRIBUTIONS |
| Total          |            |                                           | \$2,020.83  |             |                                  |
| <b>58921</b>   | 08/06/25   | <b>BULLZEYE, INC</b>                      |             |             |                                  |
| E 001-620-6409 |            | JANITORIAL                                | \$591.00    | 9828        | CH JULY CLEANINGS                |
| E 001-480-6511 |            | BLDG & GROUNDS OPE                        | \$975.00    | 9854        | CEC JULY CLEANINGS               |
| Total          |            |                                           | \$1,566.00  |             |                                  |
| <b>58922</b>   | 08/06/25   | <b>CAPITAL SANITARY SUPPLY</b>            |             |             |                                  |
| E 001-480-6507 |            | OPERATING SUPPLIES                        | \$110.30    | C408110     | SUPPLIES                         |
| E 001-480-6507 |            | OPERATING SUPPLIES                        | \$792.19    | C409979     | SUPPLIES                         |
| Total          |            |                                           | \$902.49    |             |                                  |
| <b>58923</b>   | 08/06/25   | <b>CLIVE POWER EQUIP.</b>                 |             |             |                                  |
| E 001-430-6332 |            | REPAIR - VEHICLES & E                     | \$61.50     | 11188       | REPAIRS                          |
| E 001-430-6504 |            | MINOR EQUIPMENT                           | \$692.48    | 11650       | POLE PRUNER                      |
| Total          |            |                                           | \$753.98    |             |                                  |
| <b>58924</b>   | 08/06/25   | <b>COLEMAN MOORE COMPANY</b>              |             |             |                                  |
| E 110-210-6417 |            | STREET MAINTANANCE                        | \$360.49    | 35449-IN    | SUPPLIES                         |
| Total          |            |                                           | \$360.49    |             |                                  |
| <b>58925</b>   | 08/06/25   | <b>CONCRETE SUPPLY INC.</b>               |             |             |                                  |
| E 328-210-6761 |            | CAP OUTLAY                                | \$319.00    | 792525      | RESTORATION OF STORM SEWER       |
| E 110-210-6417 |            | STREET MAINTENANCE                        | \$1,392.00  | 794313      | SUPPLIES                         |
| Total          |            |                                           | \$1,711.00  |             |                                  |
| <b>58926</b>   | 08/06/25   | <b>CONSTRUCTION MATERIALS TESTING</b>     |             |             |                                  |
| E 322-210-6761 |            | CAP OUTLAY                                | \$1,148.50  | 55644       | FOREST CT TESTING                |
| E 322-210-6761 |            | CAP OUTLAY                                | \$2,458.50  | 55661       | 73RD ST TESTING                  |
| Total          |            |                                           | \$3,607.00  |             |                                  |
| <b>58927</b>   | 08/06/25   | <b>CRYSTAL CLEAR WATER CO.</b>            |             |             |                                  |
| E 001-620-6506 |            | OFFICE SUPPLIES                           | \$19.98     | 831957      | WATER                            |
| Total          |            |                                           | \$19.98     |             |                                  |
| <b>58928</b>   | 08/06/25   | <b>DART</b>                               |             |             |                                  |
| E 001-520-6799 |            | OTHER CAPITAL OUTLA                       | \$16,874.00 | INV24926    | TRANSIT SUPPORT FY26             |
| Total          |            |                                           | \$16,874.00 |             |                                  |
| <b>58929</b>   | 08/06/25   | <b>FOLAND TOOLS LLC</b>                   |             |             |                                  |
| E 110-210-6507 |            | OPERATING SUPPLIES                        | \$742.00    | 08042510001 | TOOLS                            |
| Total          |            |                                           | \$742.00    |             |                                  |
| <b>58930</b>   | 08/06/25   | <b>FOREST GREASE &amp; COMMERCIAL LLC</b> |             |             |                                  |
| E 001-480-6310 |            | BUILDING REPAIR                           | \$452.97    | 7306        | GREASE INTERCEPTOR CLEANING      |
| Total          |            |                                           | \$452.97    |             |                                  |
| <b>58931</b>   | 08/06/25   | <b>GRAINGER</b>                           |             |             |                                  |
| E 001-480-6310 |            | BUILDING REPAIR                           | \$13.14     | 9577299648  | SUPPLIES                         |
| E 001-480-6310 |            | BUILDING REPAIR                           | \$271.05    | 9577299655  | SUPPLIES                         |



## CITY OF WINDSOR HEIGHTS

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Batch:

PAY20250116.00,PAY20250116.01,PAY20250117.00,PAY20250117.01,080625PAY,PRL-081525,PRL-081225

| Check #        | Check Date | Vendor Name                      | Amount     | Invoice    | Comment                           |
|----------------|------------|----------------------------------|------------|------------|-----------------------------------|
| E 740-865-6507 |            | OPERATING SUPPLIES               | \$80.89    | 9583403150 | SUPPLIES                          |
|                |            | Total                            | \$365.08   |            |                                   |
| <b>58932</b>   | 08/06/25   | <b>HERITAGE PETROLEUM LLC</b>    |            |            |                                   |
| E 110-210-6331 |            | MOTOR VEHICLE OPER               | \$1,117.76 | 1263546    | FUEL                              |
|                |            | Total                            | \$1,117.76 |            |                                   |
| <b>58933</b>   | 08/06/25   | <b>ICON WATER TRAILS</b>         |            |            |                                   |
| E 001-610-6413 |            | CONTRIBUTIONS & PAY              | \$7,391.00 | 72925.10   | FY26 SUPPORT OF ICON WATER TRAILS |
|                |            | Total                            | \$7,391.00 |            |                                   |
| <b>58934</b>   | 08/06/25   | <b>IMAGE 360</b>                 |            |            |                                   |
| E 110-210-6417 |            | STREET MAINTENANCE               | \$375.59   | I-108443   | SIGNS                             |
|                |            | Total                            | \$375.59   |            |                                   |
| <b>58935</b>   | 08/06/25   | <b>IOWA COMMUNICATIONS NETWK</b> |            |            |                                   |
| E 322-210-6761 |            | CAP OUTLAY                       | \$1,748.37 | 64525071   | RELOCATION OF HANDHOLE            |
|                |            | Total                            | \$1,748.37 |            |                                   |
| <b>58936</b>   | 08/06/25   | <b>IOWA ONE CALL</b>             |            |            |                                   |
| E 740-865-6413 |            | CONTRIBUTIONS & PAY              | \$205.50   | 273037     | LINE LOCATES                      |
|                |            | Total                            | \$205.50   |            |                                   |
| <b>58937</b>   | 08/06/25   | <b>IOWA PRISON INDUSTRIES</b>    |            |            |                                   |
| E 110-210-6417 |            | STREET MAINTENANCE               | \$204.38   | 302787     | SIGNS                             |
|                |            | Total                            | \$204.38   |            |                                   |
| <b>58938</b>   | 08/06/25   | <b>IOWA SOLUTIONS INC</b>        |            |            |                                   |
| E 001-615-6419 |            | TECHNOLOGY SERVICE               | \$3,618.00 | 94923      | MANAGED SERVICES                  |
| E 001-615-6419 |            | TECHNOLOGY SERVICE               | \$50.00    | 95236      | DOMAIN TRANSFER FEE               |
|                |            | Total                            | \$3,668.00 |            |                                   |
| <b>58939</b>   | 08/06/25   | <b>JC MIDWEST SERVICES LLC</b>   |            |            |                                   |
| E 110-210-6417 |            | STREET MAINTENANCE               | \$641.12   | 10173      | CLASS A ROCK                      |
| E 740-865-6765 |            | STORM DRAINAGE CAPI              | \$245.00   | 10173      | HAULING                           |
|                |            | Total                            | \$886.12   |            |                                   |
| <b>58940</b>   | 08/06/25   | <b>LOGAN CONTRACTORS SUPPLY</b>  |            |            |                                   |
| E 110-210-6507 |            | OPERATING SUPPLIES               | \$114.63   | G16719     | SUPPLIES                          |
| E 110-210-6507 |            | OPERATING SUPPLIES               | \$19.53    | G18121     | SUPPLIES                          |
| E 740-865-6507 |            | OPERATING SUPPLIES               | \$108.00   | G18121     | SUPPLIES                          |
|                |            | Total                            | \$242.16   |            |                                   |
| <b>58941</b>   | 08/06/25   | <b>METRO WASTE AUTHORITY</b>     |            |            |                                   |
| E 110-210-6507 |            | OPERATING SUPPLIES               | \$36.12    | 32427072   | DISPOSAL OF MATERIALS             |
|                |            | Total                            | \$36.12    |            |                                   |
| <b>58942</b>   | 08/06/25   | <b>MUNICIPAL SUPPLY INC.</b>     |            |            |                                   |
| E 740-865-6765 |            | STORM DRAINAGE CAPI              | \$643.80   | 0948649-IN | SUPPLIES                          |
| E 740-865-6765 |            | STORM DRAINAGE CAPI              | \$1,361.00 | 0949647-IN | FRAME/CURB INLET GRATE            |
|                |            | Total                            | \$2,004.80 |            |                                   |
| <b>58943</b>   | 08/06/25   | <b>NAPA AUTO PARTS</b>           |            |            |                                   |
| E 001-430-6332 |            | REPAIR - VEHICLES & E            | \$11.90    | 673029     | SUPPLIES                          |

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Batch:

PAY20250116.00,PAY20250116.01,PAY20250117.00,PAY20250117.01,080625PAY,PRL-081525,PRL-081225

| Check #        | Check Date | Vendor Name                          | Amount     | Invoice     | Comment            |
|----------------|------------|--------------------------------------|------------|-------------|--------------------|
| E 001-430-6332 |            | REPAIR - VEHICLES & E                | \$41.75    | 673451      | SUPPLIES           |
|                |            | Total                                | \$53.65    |             |                    |
| <b>58944</b>   | 08/06/25   | <b>NISSEN, ANDREW</b>                |            |             |                    |
| E 001-110-6180 |            | ALLOWANCES                           | \$57.77    |             | CLOTHING ALLOWANCE |
|                |            | Total                                | \$57.77    |             |                    |
| <b>58945</b>   | 08/06/25   | <b>NORTHERN TOOL COMMERCIAL ACCT</b> |            |             |                    |
| E 001-430-6332 |            | REPAIR - VEHICLES & E                | \$689.72   | 451DCAEE    | SUPPLIES           |
| E 110-210-6507 |            | OPERATING SUPPLIES                   | \$58.95    | 8F791AE7    | SUPPLIES           |
|                |            | Total                                | \$748.67   |             |                    |
| <b>58946</b>   | 08/06/25   | <b>NYEMASTER LAW FIRM</b>            |            |             |                    |
| E 001-640-6411 |            | LEGAL                                | \$650.00   | 959958      | JUNE LEGAL FEES    |
|                |            | Total                                | \$650.00   |             |                    |
| <b>58947</b>   | 08/06/25   | <b>O'REILLY AUTO PARTS</b>           |            |             |                    |
| E 110-210-6507 |            | OPERATING SUPPLIES                   | \$65.88    | 0342-359969 | SUPPLIES           |
| E 110-210-6332 |            | REPAIR - VEHICLES & E                | \$175.79   | 0342-360232 | SUPPLIES           |
| E 110-210-6332 |            | REPAIR - VEHICLES & E                | \$108.30   | 0342-360251 | SUPPLIES           |
|                |            | Total                                | \$349.97   |             |                    |
| <b>58948</b>   | 08/06/25   | <b>SITEONE LANDSCAPE SUPPLY</b>      |            |             |                    |
| E 001-430-6507 |            | OPERATING SUPPLIES                   | \$92.65    | 156338810-0 | SUPPLIES           |
| E 001-430-6511 |            | BLDG & GROUNDS OPE                   | \$736.39   | 156369237-0 | SUPPLIES           |
|                |            | Total                                | \$829.04   |             |                    |
| <b>58949</b>   | 08/06/25   | <b>STAPLES</b>                       |            |             |                    |
| E 001-110-6506 |            | OFFICE SUPPLIES                      | \$52.67    | 7006244269  | OFFICE SUPPLIES    |
|                |            | Total                                | \$52.67    |             |                    |
| <b>58950</b>   | 08/06/25   | <b>STAR EQUIPMENT LTD</b>            |            |             |                    |
| E 110-210-6332 |            | REPAIR - VEHICLES & E                | \$1,393.20 | 01709152    | REPAIRS            |
| E 001-430-6511 |            | BLDG & GROUNDS OPE                   | \$920.00   | 70368602    | TRAILER EQUIPMENT  |
|                |            | Total                                | \$2,313.20 |             |                    |
| <b>58951</b>   | 08/06/25   | <b>TRAVELERS</b>                     |            |             |                    |
| E 740-865-6408 |            | GENERAL INSURANCE                    | \$125.00   |             | INSURANCE          |
| E 001-610-6408 |            | GENERAL INSURANCE                    | \$250.00   |             | INSURANCE          |
| E 110-210-6408 |            | GENERAL INSURANCE                    | \$250.00   |             | INSURANCE          |
| E 001-150-6408 |            | GENERAL INSURANCE                    | \$250.00   |             | INSURANCE          |
| E 001-110-6408 |            | GENERAL INSURANCE                    | \$250.00   |             | INSURANCE          |
| E 001-620-6408 |            | GENERAL INSURANCE                    | \$127.00   |             | INSURANCE          |
|                |            | Total                                | \$1,252.00 |             |                    |
| <b>58952</b>   | 08/06/25   | <b>ULINE</b>                         |            |             |                    |
| E 001-430-6507 |            | OPERATING SUPPLIES                   | \$896.06   | 195578175   | SUPPLIES           |
| E 110-210-6507 |            | OPERATING SUPPLIES                   | \$501.52   | 195578175   | SUPPLIES           |
|                |            | Total                                | \$1,397.58 |             |                    |
| <b>58953</b>   | 08/06/25   | <b>CAPITAL ONE</b>                   |            |             |                    |
| E 110-210-6180 |            | ALLOWANCES                           | \$89.91    | 1663963393  | CLOTHING ALLOWANCE |
| E 001-150-6507 |            | OPERATING SUPPLIES                   | \$19.37    | 1663963393  | SUPPLIES           |



# CITY OF WINDSOR HEIGHTS

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## \*Check Detail Register©

Batch:  
PAY20250116.00,PAY20250116.01,PAY20250117.00,PAY20250117.01,080625PAY,PRL-081525,PRL-081225

| Check #        | Check Date | Vendor Name                          | Amount              | Invoice     | Comment                  |
|----------------|------------|--------------------------------------|---------------------|-------------|--------------------------|
| E 001-150-6310 |            | BUILDING REPAIR                      | (\$70.11)           | 1663963393  | DUPLICATE PAYMENT        |
|                |            | Total                                | \$39.17             |             |                          |
| <b>58954</b>   | 08/06/25   | <b>WYCKOFF HEATING &amp; COOLING</b> |                     |             |                          |
| E 001-480-6310 |            | BUILDING REPAIR                      | \$530.00            | 220735      | REPAIRS                  |
|                |            | Total                                | \$530.00            |             |                          |
| <b>58955</b>   | 08/06/25   | <b>ZIEGLER INC.</b>                  |                     |             |                          |
| E 110-210-6417 |            | STREET MAINTENANCE                   | \$6,832.00          | IN001997235 | TRACK LOADER/COLD PLANER |
|                |            | Total                                | \$6,832.00          |             |                          |
|                |            | <b>1110</b>                          | <b>\$137,958.82</b> |             |                          |

### Fund Summary

#### **1110 CASH**

|                  |                     |
|------------------|---------------------|
| 001 GENERAL      | \$102,880.11        |
| 110 ROAD USE TAX | \$14,515.15         |
| 322 73RD STREET  | \$17,475.37         |
| 328 74TH STREET  | \$319.00            |
| 740 STORM WATER  | \$2,769.19          |
|                  | <b>\$137,958.82</b> |



**STAFF REPORT  
CITY COUNCIL**

August 18, 2025

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Liquor License (Ownership Update) - Hy-Vee - 7101 University Avenue

**GENERAL INFORMATION**

This is not a renewal of the license. Hy-Vee is updating their corporate ownership information.

**ATTACHMENTS**

1. HyVee Store Liquor Application - Ownership Update



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY

Hy-Vee, Inc.

NAME OF BUSINESS(DBA)

Hy-Vee Food &amp; Drugstore

BUSINESS

(515) 267-2800

ADDRESS OF PREMISES

7101 University Ave

PREMISES SUITE/APT NUMBER

CITY

Windsor  
Heights

COUNTY

Polk

ZIP

50311-0000

MAILING ADDRESS

5820 Westown Pkwy

CITY

West Des Moines

STATE

Iowa

ZIP

50266

## Contact Person

NAME

Katie Nylen

PHONE

(515) 267-2800

EMAIL

knylen@hy-vee.com

## License Information

LICENSE NUMBER

LE0000912

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted  
to Local  
Authority

EFFECTIVE DATE

May 5, 2025

EXPIRATION DATE

May 4, 2026

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



# State of Iowa

Alcoholic Beverages Division

## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

| NAME             | CITY      | STATE | ZIP   | POSITION                               | % OF OWNERSHIP | U.S. CITIZEN |
|------------------|-----------|-------|-------|----------------------------------------|----------------|--------------|
| Aaron Wiese      | Urbandale | Iowa  | 50323 | President                              | 0.00           | Yes          |
| Nathan Allen     | Indianola | Iowa  | 50125 | SVP General Counsel,<br>Asst Secretary | 0.00           | Yes          |
| Andrew Schroeder | Johnston  | Iowa  | 50131 | SVP Accounting, Controller             | 0.00           | 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**  
August 18, 2025

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Liquor License (Ownership Update) - Hy-Vee Fast & Fresh - 7220  
Hickman Road

**GENERAL INFORMATION**

This is not a renewal of the license. Hy-Vee is updating their corporate ownership information.

**ATTACHMENTS**

1. HyVee FF Liquor Application - Ownership Update



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY

Hy-Vee, Inc.

NAME OF BUSINESS(DBA)

Hy-Vee Fast and Fresh

BUSINESS

(515) 267-2800

ADDRESS OF PREMISES

7220 Hickman Rd.

PREMISES SUITE/APT NUMBER

CITY

Windsor  
Heights

COUNTY ZIP

Polk 50324

MAILING ADDRESS

5820 Westown Pkwy

CITY

West Des Moines

STATE

Iowa

ZIP

50266

## Contact Person

NAME

Katie Nylen

PHONE

(515) 267-2800

EMAIL

knylen@hy-vee.com

## License Information

LICENSE NUMBER

LE0003430

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted  
to Local  
Authority

EFFECTIVE DATE

Mar 17, 2025

EXPIRATION DATE

Mar 16, 2026

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

| NAME             | CITY      | STATE | ZIP   | POSITION                            | % OF OWNERSHIP | U.S. CITIZEN |
|------------------|-----------|-------|-------|-------------------------------------|----------------|--------------|
| Andrew Schroeder | Johnston  | Iowa  | 50131 | SVP Accounting, Controller          | 0.00           | Yes          |
| Nathan Allen     | Indianola | Iowa  | 50125 | SVP General Counsel, Asst Secretary | 0.00           | Yes          |
| Aaron Wiese      | Urbandale | Iowa  | 50323 | President                           | 0.00           | 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**  
August 18, 2025

TO: CITY COUNCIL  
FROM: Rachelle Swisher, Finance Director  
SUBJECT: Approve FY25 Outstanding Debt Report

**GENERAL INFORMATION**

**ATTACHMENTS**

1. FY25 Outstanding Debt Report Consent Agenda

**TABLE ONE**

**(Please type or print)**

Federal ID Number: 426004577

City

Windsor Heights

Address: 1145 66th Street

Suite 1

City: Windsor Heights

State: IA Zip Code: 50324

County: Polk County

Phone: 515-645-6830

Contact Person:

Rachelle Swisher

**Please refer to the complete instructions enclosed:**

1. Verify the federal ID number, address, phone, contact, etc. at the top of the form. If something is incorrect, draw a line through it and write the correct information above it.
2. Verify the pre-printed information at the bottom of the form. If something is incorrect, draw a line through it and write the correct information on the line below it. If a debt is no longer outstanding, draw a line through the amount and write "0" in the line below it.
3. List any new or previously omitted issues.
4. Refer to the complete instructions for the Purpose and Security Classification letters.
5. Enter the total amount of debt outstanding on 6/30/2025 from this page at the bottom - "Total Outstanding Debt from this page."

| Issue Date | Maturity Date | Amount Issued  | Amount Outstanding | Purpose            | Security Classification |
|------------|---------------|----------------|--------------------|--------------------|-------------------------|
| 06/20/2024 | 06/01/2044    | \$8,325,000.00 | \$8,090,000.00     | Transportation     | General Obligation      |
| 04/30/2020 | 06/01/2033    | \$8,150,000.00 | \$4,480,000.00     | Transportation     | General Obligation      |
| 04/30/2020 | 06/01/2035    | \$7,500,000.00 | \$2,445,000.00     | Transportation     | General Obligation      |
| 07/06/2016 | 06/30/2028    | \$2,815,000.00 | \$775,000.00       | Housing/Urban Dev. | Revenue Bonds           |
| 07/06/2016 | 06/30/2028    | \$1,470,000.00 | \$385,000.00       | Housing/Urban Dev. | Revenue Bonds           |
|            |               |                |                    |                    |                         |
|            |               |                |                    |                    |                         |
|            |               |                |                    |                    |                         |
|            |               |                |                    |                    |                         |
|            |               |                |                    |                    |                         |
|            |               |                |                    |                    |                         |
|            |               |                |                    |                    |                         |



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL  
FROM: Rachelle Swisher, Finance Director  
SUBJECT: Approve FY25 Street Finance Report

**GENERAL INFORMATION**

**ATTACHMENTS**

1. FY25 STREET FINANCE REPORT CONSENT AGENDA



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025  
Windsor Heights  
8/6/2025 2:39:52 PM

### Expenses

|                                                | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|------------------------------------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Salaries - Roads/Streets                       |                                     | \$310,268            |                              |                          |                              |                         | \$310,268      |
| Benefits - Roads/Streets                       |                                     |                      | \$197,341                    |                          |                              |                         | \$197,341      |
| Training & Dues                                |                                     | \$9,321              |                              |                          |                              |                         | \$9,321        |
| Building & Grounds Maint.<br>& Repair          |                                     | \$58,138             |                              |                          |                              |                         | \$58,138       |
| Vehicle & Office Equip<br>Operation and Repair |                                     | \$10,502             |                              |                          |                              |                         | \$10,502       |
| Operational Equipment<br>Repair                |                                     | \$19,787             |                              |                          |                              |                         | \$19,787       |
| Other Utilities                                |                                     | \$5,538              |                              |                          |                              |                         | \$5,538        |
| Engineering                                    |                                     | \$33,951             |                              |                          | \$35,944                     |                         | \$69,895       |
| Insurance                                      |                                     | \$22,883             |                              |                          |                              |                         | \$22,883       |
| Legal                                          |                                     | \$123                |                              |                          |                              |                         | \$123          |
| Street Maintenance<br>Expense                  |                                     | \$76,765             |                              |                          |                              |                         | \$76,765       |
| Other Contract Services                        |                                     | \$26,810             |                              |                          |                              |                         | \$26,810       |
| Minor Equipment<br>Purchases                   |                                     | \$13,136             |                              |                          |                              |                         | \$13,136       |
| Operating Supplies                             |                                     | \$17,440             |                              |                          |                              |                         | \$17,440       |
| Other Supplies                                 |                                     | \$265                |                              |                          |                              |                         | \$265          |
| Heavy Equipment                                |                                     | \$9,968              |                              |                          |                              |                         | \$9,968        |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025  
Windsor Heights  
8/6/2025 2:39:52 PM

|                                   | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|-----------------------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Street - Capacity Improvement     |                                     |                      |                              |                          | \$2,388,597                  |                         | \$2,388,597    |
| Principal Payment                 |                                     |                      |                              | \$1,170,000              |                              |                         | \$1,170,000    |
| Interest Payment                  |                                     |                      |                              | \$525,631                |                              |                         | \$525,631      |
| Transfer Out                      |                                     | \$30,000             |                              |                          |                              |                         | \$30,000       |
| Street Lighting                   |                                     | \$37,908             |                              |                          |                              |                         | \$37,908       |
| Snow Removal                      |                                     | \$69,377             |                              |                          |                              |                         | \$69,377       |
| Depreciation & Building Utilities |                                     | \$6,492              |                              |                          |                              |                         | \$6,492        |
| Snow Removal Salaries             |                                     | \$67,627             |                              |                          |                              |                         | \$67,627       |
| Snow Removal Benefits             |                                     |                      | \$2,929                      |                          |                              |                         | \$2,929        |
| <b>Total</b>                      |                                     | \$826,299            | \$200,270                    | \$1,695,631              | \$2,424,541                  |                         | \$5,146,741    |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025  
Windsor Heights  
8/6/2025 2:39:52 PM

### Revenue

|                                    | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total     |
|------------------------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|--------------------|
| Levied on Property                 | \$0                                 |                      | \$200,270                    | \$0                      |                              |                         | \$200,270          |
| TIF Revenues                       |                                     |                      |                              | \$1,695,631              |                              |                         | \$1,695,631        |
| State Revenues - Road<br>Use Taxes |                                     | \$745,885            |                              |                          |                              |                         | \$745,885          |
| Charges/fees                       |                                     |                      |                              |                          |                              | \$0                     | \$0                |
| Contributions                      |                                     | \$48,595             |                              |                          |                              |                         | \$48,595           |
| Sale of Property &<br>Merchandise  |                                     | \$1,568              |                              |                          |                              |                         | \$1,568            |
| Transfer In                        |                                     |                      |                              |                          | \$30,000                     |                         | \$30,000           |
| <b>Total</b>                       | <b>\$0</b>                          | <b>\$796,048</b>     | <b>\$200,270</b>             | <b>\$1,695,631</b>       | <b>\$30,000</b>              | <b>\$0</b>              | <b>\$2,721,949</b> |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025  
Windsor Heights  
8/6/2025 2:39:52 PM

### Bonds/Loans

| Bond/Loan Description           | Principal Balance As of 7/1 | Total Principal Paid | Total Interest Paid | Principal Roads | Interest Roads | Principal Balance As of 6/30 |
|---------------------------------|-----------------------------|----------------------|---------------------|-----------------|----------------|------------------------------|
| 2020A                           | \$5,200,000                 | \$720,000            | \$123,240           | \$720,000       | \$123,240      | \$4,480,000                  |
| 2020B                           | \$2,660,000                 | \$215,000            | \$62,244            | \$215,000       | \$62,244       | \$2,445,000                  |
| 73RD ST N/68TH ST<br>S GO BONDS | \$8,325,000                 | \$235,000            | \$340,147           | \$235,000       | \$340,147      | \$8,090,000                  |
| <b>Total</b>                    | \$16,185,000                | \$1,170,000          | \$525,631           | \$1,170,000     | \$525,631      | \$15,015,000                 |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025  
Windsor Heights  
8/6/2025 2:39:52 PM

### Equipment

| Description              | Model Year | Usage Type | Cost      | Purchased Status |
|--------------------------|------------|------------|-----------|------------------|
| End Loader               | 2024       | Purchased  | \$129,259 | No Change        |
| 1 ton Chevy Cheyenne     | 1990       | Purchased  | \$20,000  | No Change        |
| Utility Vehicle - Kubota | 2021       | Purchased  | \$25,914  | No Change        |
| 1 ton Chevy Silverado    | 2007       | Purchased  | \$32,000  | No Change        |
| 1 ton Chevy Silverado    | 2016       | Purchased  | \$32,000  | No Change        |
| 1/2 ton Chevy Silverado  | 2006       | Purchased  | \$20,000  | No Change        |
| Ford F350 Boom Truck     | 2013       | Purchased  | \$27,000  | No Change        |
| 1/2 ton Chevy Silverado  | 2018       | Purchased  | \$25,000  | No Change        |
| 1/2 ton Chevy Silverado  | 2018       | Purchased  | \$25,000  | No Change        |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025  
Windsor Heights  
8/6/2025 2:39:52 PM

### Street Projects

| Project Description | Contract Price | Final Price | Contractor Name |
|---------------------|----------------|-------------|-----------------|
|---------------------|----------------|-------------|-----------------|



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025  
Windsor Heights  
8/6/2025 2:39:52 PM

### Summary

|                       | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|-----------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Begining Balance      | \$0                                 | \$1,062,231          | \$0                          | \$0                      | \$9,429,258                  | \$0                     | \$10,491,489   |
| SubTotal Expenses (-) |                                     | \$796,299            | \$200,270                    | \$1,695,631              | \$2,424,541                  |                         | \$5,116,741    |
| Transfers Out (-)     |                                     | \$30,000             |                              |                          |                              |                         | \$30,000       |
| Subtotal Revenues (+) | \$0                                 | \$796,048            | \$200,270                    | \$1,695,631              |                              | \$0                     | \$2,691,949    |
| Transfers In (+)      |                                     |                      |                              |                          | \$30,000                     |                         | \$30,000       |
| Ending Balance        | \$0                                 | \$1,031,980          | \$0                          | \$0                      | \$7,034,717                  | \$0                     | \$8,066,697    |

Resolution Number:

Execution Date: Monday, August 18, 2025

Signature: Rachelle Swisher



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL

FROM: Nate Weitzl  
Justin Ernst, City Engineer

SUBJECT: Approve 2023 Colby Park Improvements Pay Request 12

**GENERAL INFORMATION**

**ATTACHMENTS**

1. 0T6.128908 Pay Est #12\_Signed\_BMI and Caliber



**BOLTON  
& MENK**

Real People. Real Solutions.

430 E Grand Avenue  
Suite 101  
Des Moines, IA 50309

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

August 11, 2025

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

RE: 2023 Colby Park Improvements  
Pay Request 12

Dear Mr. Plagge:

Submitted for your approval is Pay Request 12 for the above-mentioned project. Pay Request 12 is for a total payment of \$6,726.00. The total value completed to date is \$3,274,246.02, minus 5% retainage of \$163,712.30. Please see Pay Request 12 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 12. Upon approval of Pay Request 12, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office.

Please let me know if you have any questions.

Sincerely,

**Bolton & Menk, Inc.**

**Nate Weitz, PLA**  
Landscape Architect Project Manager

# Contractor's Application for Payment

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                             |                                                                                                                                                              |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------|--------------------------------|----|------------|--|--|--|---------------------------------------------|----|--------------|--------------------------------------------------------------------------------------------------------------------------|----|--------------|--------------|--|--|----------------------------------------|----|------------|-------------------------------|----|---|------------------------------------------|----|------------|------------------------------------------------|----|--------------|---------------------------|----|--------------|--------------------------------|----|----------|
| <b>Owner:</b> <u>CITY OF WINDSOR HEIGHTS, IOWA</u><br><b>Engineer:</b> <u>BOLTON &amp; MENK, INC.</u><br><b>Contractor:</b> <u>CALIBER CONCRETE, LLC</u><br><b>Project:</b> <u>2023 COLBY PARK IMPROVEMENTS</u><br><b>Contract:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Owner's Project No.:</b> _____<br><b>Engineer's Project No.:</b> <u>OT6.128908</u><br><b>Agency's Project No.:</b> _____ |                                                                                                                                                              |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| <b>Application No.:</b> <u>12</u> <b>Application Date:</b> <u>8/18/2025</u><br><b>Application Period:</b> From <u>5/24/2025</u> To <u>7/30/2025</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                             |                                                                                                                                                              |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 35%; text-align: right;">2,852,421.72</td> </tr> <tr> <td>2. Net Change By Change Orders</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">469,570.30</td> </tr> <tr> <td colspan="3" style="height: 20px;"></td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">3,321,992.02</td> </tr> <tr> <td>4. Total Work Completed And Materials Stored To Date<br/>(Sum of Column H Unit Price Total and Column M Stored Materials)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">3,274,246.02</td> </tr> <tr> <td colspan="3">5. Retainage</td> </tr> <tr> <td style="padding-left: 20px;">a. 5% X \$ 3,274,246.02 Work Completed</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">163,712.30</td> </tr> <tr> <td style="padding-left: 20px;">b. 5% X \$ - Stored Materials</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">163,712.30</td> </tr> <tr> <td>6. Amount Eligible To Date (Line 4 - Line 5.c)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">3,110,533.72</td> </tr> <tr> <td>7. Less Previous Payments</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">3,103,807.72</td> </tr> <tr> <td>8. Amount Due This Application</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">6,726.00</td> </tr> </table> |                                                                                                                             | 1. Original Contract Price                                                                                                                                   | \$                                                                                  | 2,852,421.72 | 2. Net Change By Change Orders | \$ | 469,570.30 |  |  |  | 3. Current Contract Price (Line 1 + Line 2) | \$ | 3,321,992.02 | 4. Total Work Completed And Materials Stored To Date<br>(Sum of Column H Unit Price Total and Column M Stored Materials) | \$ | 3,274,246.02 | 5. Retainage |  |  | a. 5% X \$ 3,274,246.02 Work Completed | \$ | 163,712.30 | b. 5% X \$ - Stored Materials | \$ | - | c. Total Retainage (Line 5.a + Line 5.b) | \$ | 163,712.30 | 6. Amount Eligible To Date (Line 4 - Line 5.c) | \$ | 3,110,533.72 | 7. Less Previous Payments | \$ | 3,103,807.72 | 8. Amount Due This Application | \$ | 6,726.00 |
| 1. Original Contract Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$                                                                                                                          | 2,852,421.72                                                                                                                                                 |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| 2. Net Change By Change Orders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$                                                                                                                          | 469,570.30                                                                                                                                                   |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                             |                                                                                                                                                              |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| 3. Current Contract Price (Line 1 + Line 2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                                                                                          | 3,321,992.02                                                                                                                                                 |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| 4. Total Work Completed And Materials Stored To Date<br>(Sum of Column H Unit Price Total and Column M Stored Materials)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$                                                                                                                          | 3,274,246.02                                                                                                                                                 |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| 5. Retainage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                             |                                                                                                                                                              |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| a. 5% X \$ 3,274,246.02 Work Completed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$                                                                                                                          | 163,712.30                                                                                                                                                   |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| b. 5% X \$ - Stored Materials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$                                                                                                                          | -                                                                                                                                                            |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| c. Total Retainage (Line 5.a + Line 5.b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$                                                                                                                          | 163,712.30                                                                                                                                                   |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| 6. Amount Eligible To Date (Line 4 - Line 5.c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$                                                                                                                          | 3,110,533.72                                                                                                                                                 |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| 7. Less Previous Payments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$                                                                                                                          | 3,103,807.72                                                                                                                                                 |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| 8. Amount Due This Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$                                                                                                                          | 6,726.00                                                                                                                                                     |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| <b>Contractor's Certification</b><br>The undersigned Contractor certifies, to the best of its knowledge, the following:<br>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;<br>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and<br>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                             |                                                                                                                                                              |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| <b>Contractor:</b> <u>Caliber Concrete LLC</u><br><b>Signature:</b> <u>[Signature]</u> <b>Date:</b> <u>8-11-2025</u><br><b>Name:</b> <u>Michael Nole</u> <b>Title:</b> <u>Control</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                             |                                                                                                                                                              |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| <b>Recommended by Engineer:</b> Bolton & Menk, Inc.<br>430 E GRAND, SUITE 101, DES MOINES, IA 50309<br><b>Approved by Owner:</b><br><table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>By:</b> <u>[Signature]</u><br/> <b>Name:</b> <u>Nate Weigl</u><br/> <b>Title:</b> <u>Landscape Architect Project Manager</u><br/> <b>Date:</b> <u>8/11/2025</u> </td> <td style="width: 50%; vertical-align: top;"> <b>By:</b> _____<br/> <b>Name:</b> _____<br/> <b>Title:</b> _____<br/> <b>Date:</b> _____           </td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                             | <b>By:</b> <u>[Signature]</u><br><b>Name:</b> <u>Nate Weigl</u><br><b>Title:</b> <u>Landscape Architect Project Manager</u><br><b>Date:</b> <u>8/11/2025</u> | <b>By:</b> _____<br><b>Name:</b> _____<br><b>Title:</b> _____<br><b>Date:</b> _____ |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |
| <b>By:</b> <u>[Signature]</u><br><b>Name:</b> <u>Nate Weigl</u><br><b>Title:</b> <u>Landscape Architect Project Manager</u><br><b>Date:</b> <u>8/11/2025</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>By:</b> _____<br><b>Name:</b> _____<br><b>Title:</b> _____<br><b>Date:</b> _____                                         |                                                                                                                                                              |                                                                                     |              |                                |    |            |  |  |  |                                             |    |              |                                                                                                                          |    |              |              |  |  |                                        |    |            |                               |    |   |                                          |    |            |                                                |    |              |                           |    |              |                                |    |          |

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

|                  |    |                     |                           |                   |           |
|------------------|----|---------------------|---------------------------|-------------------|-----------|
| Application No.: | 12 | Application Period: | From 05/24/25 to 07/30/25 | Application Date: | 8/18/2025 |
|------------------|----|---------------------|---------------------------|-------------------|-----------|

| A                 | B                                                  | C                    | D     | E               | F                              | F1                         | F2                      |   | G                 | H                                  | I                                       | J                          |                                |
|-------------------|----------------------------------------------------|----------------------|-------|-----------------|--------------------------------|----------------------------|-------------------------|---|-------------------|------------------------------------|-----------------------------------------|----------------------------|--------------------------------|
| Bid Item No.      | Description                                        | Contract Information |       |                 | Previous Estimate              |                            | Work Completed          |   | Quantity This App | Estimated Quantity Incorporated in | Value of Work Completed to Date (E X G) | % of Value of Item (H / F) | Balance to Finish (F - H) (\$) |
|                   |                                                    | Item Quantity        | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Quantity Previous Estimate | Value Previous Estimate |   |                   |                                    |                                         |                            |                                |
| Original Contract |                                                    |                      |       |                 |                                |                            |                         |   |                   |                                    |                                         |                            |                                |
| 1                 | CLEARING AND GRUBBING                              | 1.00                 | LS    | 30,850.00       | 30,850.00                      | 1.00                       | 30,850.00               | - | 1.00              | 30,850.00                          | 100%                                    | -                          |                                |
| 2                 | TOPSOIL, COMPOST AMENDED                           | 500.00               | CY    | 85.00           | 42,500.00                      | 500.00                     | 42,500.00               | - | 500.00            | 42,500.00                          | 100%                                    | -                          |                                |
| 3                 | EXCAVATION, CLASS 10                               | 2,500.00             | CY    | 12.00           | 30,000.00                      | 2,500.00                   | 30,000.00               | - | 2,500.00          | 30,000.00                          | 100%                                    | -                          |                                |
| 4                 | SUBBASE, MODIFIED, BERM                            | 255.00               | TON   | 42.50           | 10,837.50                      | 242.60                     | 10,310.50               | - | 242.60            | 10,310.50                          | 95%                                     | 527.00                     |                                |
| 5                 | LINEAR TRENCH DRAIN, 8 INCH                        | 75.00                | LF    | 150.00          | 11,250.00                      | 75.00                      | 11,250.00               | - | 75.00             | 11,250.00                          | 100%                                    | -                          |                                |
| 6                 | SUBDRAIN, SOLID WALL PVC, 4 INCH                   | 50.00                | LF    | 32.00           | 1,600.00                       | 60.00                      | 1,920.00                | - | 60.00             | 1,920.00                           | 120%                                    | (320.00)                   |                                |
| 7                 | BACKFLOW PREVENTER, SEWER, 4 INCH                  | 1.00                 | EA    | 400.00          | 400.00                         | 1.00                       | 400.00                  | - | 1.00              | 400.00                             | 100%                                    | -                          |                                |
| 8                 | SUBDRAIN, SOLID WALL PVC, 8 INCH                   | 288.00               | LF    | 65.00           | 18,720.00                      | 287.00                     | 18,655.00               | - | 287.00            | 18,655.00                          | 100%                                    | 65.00                      |                                |
| 9                 | SUBDRAIN, HDPE, 8 INCH                             | 85.00                | LF    | 100.00          | 8,500.00                       | 193.00                     | 19,300.00               | - | 193.00            | 19,300.00                          | 227%                                    | (10,800.00)                |                                |
| 10                | SUBDRAIN CLEANOUT, 8 INCH, TYPE A-1                | 2.00                 | EA    | 1,500.00        | 3,000.00                       | 1.00                       | 1,500.00                | - | 1.00              | 1,500.00                           | 50%                                     | 1,500.00                   |                                |
| 11                | SUBDRAIN OUTLETS AND CONNECTIONS, 8 INCH, TYPE A-1 | 2.00                 | EA    | 500.00          | 1,000.00                       | -                          | -                       | - | -                 | -                                  | -                                       | 1,000.00                   |                                |
| 12                | WATER SERVICE                                      | 1.00                 | LS    | 8,000.00        | 8,000.00                       | 1.00                       | 8,000.00                | - | 1.00              | 8,000.00                           | 100%                                    | -                          |                                |
| 13                | WATER SERVICE, WATER FOUNTAIN                      | 1.00                 | LS    | 8,000.00        | 8,000.00                       | 1.00                       | 8,000.00                | - | 1.00              | 8,000.00                           | 100%                                    | -                          |                                |
| 14                | VALVE, GATE, 4 INCH                                | 1.00                 | EA    | 3,500.00        | 3,500.00                       | 1.00                       | 3,500.00                | - | 1.00              | 3,500.00                           | 100%                                    | -                          |                                |
| 15                | BACKFLOW PREVENTER                                 | 1.00                 | EA    | 20,000.00       | 20,000.00                      | 1.00                       | 20,000.00               | - | 1.00              | 20,000.00                          | 100%                                    | -                          |                                |
| 16                | METER PIT                                          | 1.00                 | EA    | 20,000.00       | 20,000.00                      | 1.00                       | 20,000.00               | - | 1.00              | 20,000.00                          | 100%                                    | -                          |                                |
| 17                | PRESSURE REDUCING VALVE                            | 1.00                 | EA    | 12,000.00       | 12,000.00                      | 1.00                       | 12,000.00               | - | 1.00              | 12,000.00                          | 100%                                    | -                          |                                |
| 18                | FLUSHING DEVICE (BLOW OFF), 2 INCH                 | 1.00                 | EA    | 2,000.00        | 2,000.00                       | 1.00                       | 2,000.00                | - | 1.00              | 2,000.00                           | 100%                                    | -                          |                                |
| 19                | PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE    | 1.00                 | EA    | 2,500.00        | 2,500.00                       | 1.00                       | 2,500.00                | - | 1.00              | 2,500.00                           | 100%                                    | -                          |                                |
| 20                | TAP FEE                                            | 1.00                 | EA    | 12,000.00       | 12,000.00                      | 1.00                       | 12,000.00               | - | 1.00              | 12,000.00                          | 100%                                    | -                          |                                |
| 21                | INTAKE, SW-512, 48 INCH                            | 2.00                 | EA    | 4,500.00        | 9,000.00                       | 2.00                       | 9,000.00                | - | 2.00              | 9,000.00                           | 100%                                    | -                          |                                |
| 22                | NYLOPLAST DRAIN BASIN, 18 INCH                     | 3.00                 | EA    | 2,700.00        | 8,100.00                       | 3.00                       | 8,100.00                | - | 3.00              | 8,100.00                           | 100%                                    | -                          |                                |
| 23                | EXTERNAL DROP CONNECTION                           | 1.00                 | EA    | 7,000.00        | 7,000.00                       | 1.00                       | 7,000.00                | - | 1.00              | 7,000.00                           | 100%                                    | -                          |                                |
| 24                | MANHOLE ADJUSTMENT, MINOR                          | 1.00                 | EA    | 2,500.00        | 2,500.00                       | 2.00                       | 5,000.00                | - | 2.00              | 5,000.00                           | 200%                                    | (2,500.00)                 |                                |
| 25                | MANHOLE ADJUSTMENT, MAJOR                          | 2.00                 | EA    | 3,500.00        | 7,000.00                       | 1.00                       | 3,500.00                | - | 1.00              | 3,500.00                           | 50%                                     | 3,500.00                   |                                |
| 26                | MANHOLE ADJUSTMENT, MAJOR, WRA                     | 1.00                 | EA    | 5,000.00        | 5,000.00                       | 1.00                       | 5,000.00                | - | 1.00              | 5,000.00                           | 100%                                    | -                          |                                |
| 27                | REMOVE INTAKE                                      | 2.00                 | EA    | 750.00          | 1,500.00                       | 2.00                       | 1,500.00                | - | 2.00              | 1,500.00                           | 100%                                    | -                          |                                |
| 28                | PAVEMENT, PCC, 7 INCH                              | 345.00               | SY    | 97.22           | 33,540.90                      | 356.45                     | 34,654.07               | - | 356.45            | 34,654.07                          | 103%                                    | (1,113.17)                 |                                |
| 29                | PAVEMENT, PCC, 5 INCH, REINFORCED (SPLASHPAD)      | 258.00               | SY    | 130.62          | 33,699.96                      | 198.79                     | 25,965.95               | - | 198.79            | 25,965.95                          | 77%                                     | 7,734.01                   |                                |
| 30                | PAVEMENT, PCC, 7 INCH, INTEGRAL COLOR              | 305.00               | SY    | 130.12          | 39,686.60                      | 298.00                     | 38,775.76               | - | 298.00            | 38,775.76                          | 98%                                     | 910.84                     |                                |
| 31                | CURB AND GUTTER, 2 FT, 7 INCH                      | 45.00                | LF    | 51.60           | 2,322.00                       | 54.00                      | 2,786.40                | - | 54.00             | 2,786.40                           | 120%                                    | (464.40)                   |                                |
| 32                | REMOVAL OF SIDEWALK                                | 1,275.00             | SY    | 11.00           | 14,025.00                      | 1,278.00                   | 14,058.00               | - | 1,278.00          | 14,058.00                          | 100%                                    | (33.00)                    |                                |
| 33                | SIDEWALK, PCC, 5 INCH                              | 2,410.00             | SY    | 76.79           | 185,063.90                     | 2,304.31                   | 176,947.96              | - | 2,304.31          | 176,947.96                         | 96%                                     | 8,115.94                   |                                |
| 34                | SIDEWALK, PCC, 6 INCH                              | 175.00               | SY    | 82.26           | 14,395.50                      | 306.46                     | 25,209.40               | - | 306.46            | 25,209.40                          | 175%                                    | (10,813.90)                |                                |
| 35                | PAVEMENT REMOVAL                                   | 895.00               | SY    | 11.00           | 9,845.00                       | 1,007.30                   | 11,080.30               | - | 1,007.30          | 11,080.30                          | 113%                                    | (1,235.30)                 |                                |
| 36                | SALVAGE BRICK PAVERS                               | 250.00               | SY    | 30.00           | 7,500.00                       | 250.00                     | 7,500.00                | - | 250.00            | 7,500.00                           | 100%                                    | -                          |                                |

Unit Price

EJCDC C-620 Contractor's Application for Payment  
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# Progress Estimate - Unit Price Work

## Contractor's Application for Payment

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

| Application No.: |                                                     | 12                   |       | Application Period: |                                | From                       |                         | 05/24/25          |                                    | to                                      |                       | 07/30/25                       |   | Application Date: |  | 8/18/2025 |  |
|------------------|-----------------------------------------------------|----------------------|-------|---------------------|--------------------------------|----------------------------|-------------------------|-------------------|------------------------------------|-----------------------------------------|-----------------------|--------------------------------|---|-------------------|--|-----------|--|
| A                | B                                                   |                      | C     | D                   | E                              | F                          | F1                      | F2                |                                    | G                                       | H                     | I                              | J |                   |  |           |  |
| Bid Item No.     | Description                                         | Contract Information |       |                     |                                | Previous Estimate          |                         |                   | Work Completed                     |                                         | % of                  | Balance to Finish (F - H) (\$) |   |                   |  |           |  |
|                  |                                                     | Item Quantity        | Units | Unit Price (\$)     | Value of Bid Item (C X E) (\$) | Quantity Previous Estimate | Value Previous Estimate | Quantity This App | Estimated Quantity Incorporated in | Value of Work Completed to Date (E X G) | Value of Item (H / F) |                                |   |                   |  |           |  |
| 37               | CURB AND GUTTER REMOVAL                             | 45.00                | LF    | 9.00                | 405.00                         | 54.00                      | 486.00                  | -                 | 54.00                              | 486.00                                  | 120%                  | (81.00)                        |   |                   |  |           |  |
| 38               | PCC EDGE RESTRAINT, FLUSH, 2 FEET                   | 210.00               | LF    | 52.00               | 10,920.00                      | 210.00                     | 10,920.00               | -                 | 210.00                             | 10,920.00                               | 100%                  | -                              |   |                   |  |           |  |
| 39               | TEMPORARY TRAFFIC CONTROL                           | 1.00                 | LS    | 1,000.00            | 1,000.00                       | 1.00                       | 1,000.00                | -                 | 1.00                               | 1,000.00                                | 100%                  | -                              |   |                   |  |           |  |
| 40               | CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND     | 1.00                 | AC    | 15,000.00           | 15,000.00                      | 0.13                       | 1,950.00                | -                 | 0.13                               | 1,950.00                                | 13%                   | 13,050.00                      |   |                   |  |           |  |
| 41               | SOD                                                 | 250.00               | SQ    | 100.00              | 25,000.00                      | 362.20                     | 36,220.00               | -                 | 362.20                             | 36,220.00                               | 145%                  | (11,220.00)                    |   |                   |  |           |  |
| 42               | DECIDUOUS SHRUBS                                    | 195.00               | EA    | 77.50               | 15,112.50                      | 195.00                     | 15,112.50               | -                 | 195.00                             | 15,112.50                               | 100%                  | -                              |   |                   |  |           |  |
| 43               | ORNAMENTAL TREE                                     | 18.00                | EA    | 346.50              | 6,237.00                       | 18.00                      | 6,237.00                | -                 | 18.00                              | 6,237.00                                | 100%                  | -                              |   |                   |  |           |  |
| 44               | PERENNIAL GROUND COVER (1 GAL)                      | 891.00               | EA    | 36.00               | 32,076.00                      | 790.00                     | 28,440.00               | -                 | 790.00                             | 28,440.00                               | 89%                   | 3,636.00                       |   |                   |  |           |  |
| 45               | DECIDUOUS TREE                                      | 19.00                | EA    | 517.50              | 9,832.50                       | 19.00                      | 9,832.50                | -                 | 19.00                              | 9,832.50                                | 100%                  | -                              |   |                   |  |           |  |
| 46               | EVERGREEN TREE                                      | 7.00                 | EA    | 440.50              | 3,083.50                       | 7.00                       | 3,083.50                | -                 | 7.00                               | 3,083.50                                | 100%                  | -                              |   |                   |  |           |  |
| 47               | SWPPP PREPARATION                                   | 1.00                 | LS    | 1,500.00            | 1,500.00                       | 1.00                       | 1,500.00                | -                 | 1.00                               | 1,500.00                                | 100%                  | -                              |   |                   |  |           |  |
| 48               | SWPPP MANAGEMENT                                    | 1.00                 | LS    | 7,800.00            | 7,800.00                       | 1.00                       | 7,800.00                | -                 | 1.00                               | 7,800.00                                | 100%                  | -                              |   |                   |  |           |  |
| 49               | FILTER SOCK, 8", INSTALL, MAINTAIN, AND REMOVE      | 5,000.00             | LF    | 3.25                | 16,250.00                      | 1,575.00                   | 5,118.75                | -                 | 1,575.00                           | 5,118.75                                | 32%                   | 11,131.25                      |   |                   |  |           |  |
| 50               | HANDRAIL, PAINTED                                   | 401.00               | LF    | 110.00              | 44,110.00                      | 401.00                     | 44,110.00               | -                 | 401.00                             | 44,110.00                               | 100%                  | -                              |   |                   |  |           |  |
| 51               | MOBILIZATION                                        | 1.00                 | LS    | 110,000.00          | 110,000.00                     | 1.00                       | 110,000.00              | -                 | 1.00                               | 110,000.00                              | 100%                  | -                              |   |                   |  |           |  |
| 52               | CONCRETE WASHOUT                                    | 1.00                 | LS    | 1,500.00            | 1,500.00                       | 1.00                       | 1,500.00                | -                 | 1.00                               | 1,500.00                                | 100%                  | -                              |   |                   |  |           |  |
| 53               | TENNIS COURT PAVEMENT AND FENCE REMOVAL             | 1.00                 | LS    | 18,500.00           | 18,500.00                      | 1.00                       | 18,500.00               | -                 | 1.00                               | 18,500.00                               | 100%                  | -                              |   |                   |  |           |  |
| 54               | CONCRETE SURFACE STAIN                              | 1,335.00             | SF    | 10.00               | 13,350.00                      | 1,335.00                   | 13,350.00               | -                 | 1,335.00                           | 13,350.00                               | 100%                  | -                              |   |                   |  |           |  |
| 55               | NON-SKID RUBBERIZED COATING (SPLASHPAD)             | 1,945.00             | SF    | 13.00               | 25,285.00                      | 1,945.00                   | 25,285.00               | -                 | 1,945.00                           | 25,285.00                               | 100%                  | -                              |   |                   |  |           |  |
| 56               | REINFORCED CAST-IN-PLACE CONCRETE RETAINING WALL    | 30.00                | CY    | 1,250.00            | 37,500.00                      | 30.00                      | 37,500.00               | -                 | 30.00                              | 37,500.00                               | 100%                  | -                              |   |                   |  |           |  |
| 57               | REINFORCED CAST-IN-PLACE CONCRETE PIERS (LEAF SEAT  | 36.00                | EA    | 300.00              | 10,800.00                      | 36.00                      | 10,800.00               | -                 | 36.00                              | 10,800.00                               | 100%                  | -                              |   |                   |  |           |  |
| 58               | REINFORCED CAST-IN-PLACE CONCRETE WALL (LEAF SEAT   | 785.00               | CF    | 38.25               | 30,026.25                      | -                          | -                       | -                 | -                                  | -                                       | -                     | 30,026.25                      |   |                   |  |           |  |
| 59               | CONCRETE STEPPING PLANKS                            | 7.00                 | EA    | 300.00              | 2,100.00                       | 7.00                       | 2,100.00                | -                 | 7.00                               | 2,100.00                                | 100%                  | -                              |   |                   |  |           |  |
| 60               | DRINKING FOUNTAIN                                   | 1.00                 | EA    | 10,000.00           | 10,000.00                      | 1.00                       | 10,000.00               | -                 | 1.00                               | 10,000.00                               | 100%                  | -                              |   |                   |  |           |  |
| 61               | SPLASH PAD EQUIPMENT & INSTALLATION                 | 1.00                 | LS    | 250,000.00          | 250,000.00                     | 1.00                       | 250,000.00              | -                 | 1.00                               | 250,000.00                              | 100%                  | -                              |   |                   |  |           |  |
| 62               | SALVAGE & REINSTALL FURNISHINGS                     | 1.00                 | LS    | 5,000.00            | 5,000.00                       | 1.00                       | 5,000.00                | -                 | 1.00                               | 5,000.00                                | 100%                  | -                              |   |                   |  |           |  |
| 63               | PLAYGROUND EQUIPMENT & INSTALLATION                 | 1.00                 | LS    | 690,490.00          | 690,490.00                     | 1.00                       | 690,490.00              | -                 | 1.00                               | 690,490.00                              | 100%                  | -                              |   |                   |  |           |  |
| 64               | FALL ATTENUATION SURFACING, POUR-IN-PLACE           | 6,825.00             | SF    | 37.09               | 253,139.25                     | 6,825.00                   | 253,139.25              | -                 | 6,825.00                           | 253,139.25                              | 100%                  | -                              |   |                   |  |           |  |
| 65               | FALL ATTENUATION SURFACING, SYNTHETIC TURF          | 2,000.00             | SF    | 39.96               | 79,920.00                      | 2,000.00                   | 79,920.00               | -                 | 2,000.00                           | 79,920.00                               | 100%                  | -                              |   |                   |  |           |  |
| 66               | BIKE RACK                                           | 8.00                 | EA    | 800.00              | 6,400.00                       | 8.00                       | 6,400.00                | -                 | 8.00                               | 6,400.00                                | 100%                  | -                              |   |                   |  |           |  |
| 67               | BENCH (WOOD)                                        | 4.00                 | EA    | 2,446.00            | 9,784.00                       | 4.00                       | 9,784.00                | -                 | 4.00                               | 9,784.00                                | 100%                  | -                              |   |                   |  |           |  |
| 68               | STONE BLOCK BENCH                                   | 8.00                 | EA    | 1,512.50            | 12,100.00                      | 8.00                       | 12,100.00               | -                 | 8.00                               | 12,100.00                               | 100%                  | -                              |   |                   |  |           |  |
| 69               | ELECTRICAL IMPROVEMENTS, DEMO & SITE PREP           | 1.00                 | LS    | 9,000.00            | 9,000.00                       | 1.00                       | 9,000.00                | -                 | 1.00                               | 9,000.00                                | 100%                  | -                              |   |                   |  |           |  |
| 70               | ELECTRICAL IMPROVEMENTS, CIRCUITS                   | 1.00                 | LS    | 55,880.00           | 55,880.00                      | 1.00                       | 55,880.00               | -                 | 1.00                               | 55,880.00                               | 100%                  | -                              |   |                   |  |           |  |
| 71               | ELECTRICAL IMPROVEMENTS, POLETOP LIGHTS             | 1.00                 | LS    | 112,000.00          | 112,000.00                     | 1.00                       | 112,000.00              | -                 | 1.00                               | 112,000.00                              | 100%                  | -                              |   |                   |  |           |  |
| 72               | ELECTRICAL IMPROVEMENTS, BOLLARDS                   | 1.00                 | LS    | 47,000.00           | 47,000.00                      | 1.00                       | 47,000.00               | -                 | 1.00                               | 47,000.00                               | 100%                  | -                              |   |                   |  |           |  |
| 73               | ELECTRICAL IMPROVEMENTS, SALVAGE & RELOCATE B-CYCLE | 1.00                 | LS    | 1,000.00            | 1,000.00                       | -                          | -                       | -                 | -                                  | -                                       | -                     | 1,000.00                       |   |                   |  |           |  |

Unit Price

EJCDC C-620 Contractor's Application for Payment  
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

|                  |    |                     |      |          |    |          |                   |           |
|------------------|----|---------------------|------|----------|----|----------|-------------------|-----------|
| Application No.: | 12 | Application Period: | From | 05/24/25 | to | 07/30/25 | Application Date: | 8/18/2025 |
|------------------|----|---------------------|------|----------|----|----------|-------------------|-----------|

| A                        | B                                         | C                    | D     | E               | F                              | F1                         | F2                      |                   | G                                  | H                                       | I                          | J                              |
|--------------------------|-------------------------------------------|----------------------|-------|-----------------|--------------------------------|----------------------------|-------------------------|-------------------|------------------------------------|-----------------------------------------|----------------------------|--------------------------------|
| Bid Item No.             | Description                               | Contract Information |       |                 |                                | Previous Estimate          |                         | Quantity This App | Work Completed                     |                                         | % of Value of Item (H / F) | Balance to Finish (F - H) (\$) |
|                          |                                           | Item Quantity        | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Quantity Previous Estimate | Value Previous Estimate |                   | Estimated Quantity Incorporated in | Value of Work Completed to Date (E X G) |                            |                                |
| A1                       | PAVEMENT, PCC, 7 INCH                     | 227.00               | SY    | 87.98           | 19,971.46                      | 227.00                     | 19,971.46               | -                 | 227.00                             | 19,971.46                               | 100%                       | -                              |
| A2                       | CURB AND GUTTER, 2 FT, 7 INCH             | 64.00                | LF    | 51.60           | 3,302.40                       | 64.00                      | 3,302.40                | -                 | 64.00                              | 3,302.40                                | 100%                       | -                              |
| A3                       | PAVEMENT REMOVAL                          | 155.00               | SY    | 11.00           | 1,705.00                       | 155.00                     | 1,705.00                | -                 | 155.00                             | 1,705.00                                | 100%                       | -                              |
| A4                       | CURB AND GUTTER REMOVAL                   | 64.00                | LF    | 9.00            | 576.00                         | 80.50                      | 724.50                  | -                 | 80.50                              | 724.50                                  | 126%                       | (148.50)                       |
| B1                       | SPLASH PAD OVERHEAD STRUCTURES            | 3.00                 | EA    | 39,424.00       | 118,272.00                     | 3.00                       | 118,272.00              | -                 | 3.00                               | 118,272.00                              | 100%                       | -                              |
| C1                       | CAST STONE CUSTOM WALLS (LEAF SEAT WALLS) | 599.00               | CF    | 78.50           | 47,021.50                      | 599.00                     | 47,021.50               | -                 | 599.00                             | 47,021.50                               | 100%                       | -                              |
| D1                       | IRRIGATION MODIFY AND EXTEND              | 1.00                 | LS    | 51,112.00       | 51,112.00                      | 1.00                       | 51,112.00               | -                 | 1.00                               | 51,112.00                               | 100%                       | -                              |
| E1                       | CHAIN LINK FENCE, GALVANIZED, 6'          | 87.00                | LF    | 52.00           | 4,524.00                       | -                          | -                       | -                 | -                                  | -                                       | -                          | 4,524.00                       |
|                          |                                           | -                    | -     | -               | -                              | -                          | -                       | -                 | -                                  | -                                       | -                          | -                              |
| Original Contract Totals |                                           |                      |       |                 | \$ 2,852,421.72                |                            | \$ 2,804,430.70         |                   |                                    | \$ 2,804,430.70                         | 98.0%                      | \$ 47,991.02                   |

| Change Orders |                                   |         |     |          |            |        |           |   |        |           |      |            |
|---------------|-----------------------------------|---------|-----|----------|------------|--------|-----------|---|--------|-----------|------|------------|
| CO1           | CLEARING AND GRUBBING, TREE STUMP | 1.00    | LS  | 500.00   | 500.00     | 1.00   | 500.00    | - | 1.00   | 500.00    | 100% | -          |
| CO2           | CLEARING AND GRUBBING, TREES      | 1.00    | LS  | 500.00   | 500.00     | 1.00   | 500.00    | - | 1.00   | 500.00    | 100% | -          |
| 1             | CLEARING AND GRUBBING             | 1.00    | LS  | 4,500.00 | 4,500.00   | 1.00   | 4,500.00  | - | 1.00   | 4,500.00  | 100% | -          |
| 2             | TOPSOIL, COMPOST AMENDED          | 35.00   | CY  | 90.00    | 3,150.00   | 35.00  | 3,150.00  | - | 35.00  | 3,150.00  | 100% | -          |
| 3             | EXCAVATION, CLASS 10              | 50.00   | CY  | 50.00    | 2,500.00   | 50.00  | 2,500.00  | - | 50.00  | 2,500.00  | 100% | -          |
| 28            | PAVEMENT, PCC, 7 INCH             | 435.00  | SY  | 109.86   | 47,789.10  | 426.90 | 46,899.23 | - | 426.90 | 46,899.23 | 98%  | 889.87     |
| 30            | PAVEMENT, PCC, 7 INCH, COLORED    | 455.00  | SY  | 141.11   | 64,205.05  | 447.37 | 63,128.38 | - | 447.37 | 63,128.38 | 98%  | 1,076.67   |
| 31            | CURB AND GUTTER, 2 FT, 7 INCH     | 285.00  | LF  | 51.60    | 14,706.00  | 276.00 | 14,241.60 | - | 276.00 | 14,241.60 | 97%  | 464.40     |
| 32            | REMOVAL OF SIDEWALK               | 715.00  | SY  | 11.00    | 7,865.00   | 715.00 | 7,865.00  | - | 715.00 | 7,865.00  | 100% | -          |
| 33            | SIDEWALK, PCC, 5 INCH             | 250.00  | SY  | 76.79    | 19,197.50  | 265.80 | 20,410.78 | - | 265.80 | 20,410.78 | 106% | (1,213.28) |
| 34            | SIDEWALK, PCC, 6 INCH             | (93.00) | SY  | 82.26    | (7,650.18) | -      | -         | - | -      | -         | -    | (7,650.18) |
| 37            | CURB AND GUTTER REMOVAL           | 313.00  | LF  | 9.00     | 2,817.00   | 313.00 | 2,817.00  | - | 313.00 | 2,817.00  | 100% | -          |
| 39            | TEMPORARY TRAFFIC CONTROL         | 1.00    | LS  | 6,400.00 | 6,400.00   | 1.00   | 6,400.00  | - | 1.00   | 6,400.00  | 100% | -          |
| 41            | SOD                               | 35.00   | SQ  | 90.00    | 3,150.00   | -      | -         | - | -      | -         | -    | 3,150.00   |
| 42            | DECIDUOUS SHRUBS                  | 47.00   | EA  | 77.50    | 3,642.50   | 47.00  | 3,642.50  | - | 47.00  | 3,642.50  | 100% | -          |
| 43            | ORNAMENTAL TREE                   | (2.00)  | EA  | 346.50   | (693.00)   | -      | -         | - | -      | -         | -    | (693.00)   |
| 44            | PERENNIAL GROUND COVER (1 GAL)    | (12.00) | EA  | 36.00    | (432.00)   | -      | -         | - | -      | -         | -    | (432.00)   |
| 45            | DECIDUOUS TREE                    | 11.00   | EA  | 517.50   | 5,692.50   | 11.00  | 5,692.50  | - | 11.00  | 5,692.50  | 100% | -          |
| 46            | EVERGREEN TREE                    | 1.00    | EA  | 440.50   | 440.50     | 1.00   | 440.50    | - | 1.00   | 440.50    | 100% | -          |
| 47            | SWPPP PREPARATION                 | 1.00    | LS  | 500.00   | 500.00     | 1.00   | 500.00    | - | 1.00   | 500.00    | 100% | -          |
| 49            | FILTER SOCK, 8"                   | 600.00  | LF  | 3.25     | 1,950.00   | 550.00 | 1,787.50  | - | 550.00 | 1,787.50  | 92%  | 162.50     |
| 51            | MOBILIZATION                      | 1.00    | LS  | 8,623.00 | 8,623.00   | 1.00   | 8,623.00  | - | 1.00   | 8,623.00  | 100% | -          |
| 54            | CONCRETE SURFACE STAIN            | 90.00   | SF  | 10.00    | 900.00     | 90.00  | 900.00    | - | 90.00  | 900.00    | 100% | -          |
| 76            | PAVEMENT MARKINGS REMOVED         | 2.00    | STA | 2,000.00 | 4,000.00   | -      | -         | - | -      | -         | -    | 4,000.00   |
| 79            | CONCRETE PLANTER CURB             | 295.00  | LF  | 52.12    | 15,375.40  | 295.00 | 15,375.40 | - | 295.00 | 15,375.40 | 100% | -          |

Unit Price

EJCDC C-620 Contractor's Application for Payment  
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3 of 4

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

| Application No.: 12                 |                                                     | Application Period:  |       | From 05/24/25   | to 07/30/25                    | Application Date: 8/18/2025 |                         |                   |                                    |                                         |                       |                                |
|-------------------------------------|-----------------------------------------------------|----------------------|-------|-----------------|--------------------------------|-----------------------------|-------------------------|-------------------|------------------------------------|-----------------------------------------|-----------------------|--------------------------------|
| A                                   | B                                                   | C                    | D     | E               | F                              | F1                          | F2                      |                   | G                                  | H                                       | I                     | J                              |
| Bid Item No.                        | Description                                         | Contract Information |       |                 |                                | Previous Estimate           |                         |                   | Work Completed                     |                                         | % of                  | Balance to Finish (F - H) (\$) |
|                                     |                                                     | Item Quantity        | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Quantity Previous Estimate  | Value Previous Estimate | Quantity This App | Estimated Quantity Incorporated in | Value of Work Completed to Date (E X G) | Value of Item (H / F) |                                |
| 80                                  | ELECTRICAL IMPROVEMENTS                             | 1.00                 | LS    | 102,055.00      | 102,055.00                     | 1.00                        | 102,055.00              | -                 | 1.00                               | 102,055.00                              | 100%                  | -                              |
| 81                                  | TURF MOUND PLAYGROUND EQUIPMENT MODIFICATIONS       | 1.00                 | LS    | 1,375.00        | 1,375.00                       | 1.00                        | 1,375.00                | -                 | 1.00                               | 1,375.00                                | 100%                  | -                              |
| 82                                  | IRRIGATION QUICK CONNECT                            | 1.00                 | LS    | 1,100.00        | 1,100.00                       | 1.00                        | 1,100.00                | -                 | 1.00                               | 1,100.00                                | 100%                  | -                              |
| 83                                  | LOWERING ELECTRICAL CONDUIT                         | 1.00                 | LS    | 1,425.26        | 1,425.26                       | 1.00                        | 1,425.26                | -                 | 1.00                               | 1,425.26                                | 100%                  | -                              |
| 84                                  | FOOD TRUCK ELECTRICAL IMPROVEMENTS                  | 1.00                 | LS    | 41,227.78       | 41,227.78                      | 1.00                        | 41,227.78               | -                 | 1.00                               | 41,227.78                               | 100%                  | -                              |
| 85                                  | FOOD TRUCK CATENARY POLES                           | 1.00                 | LS    | 40,341.38       | 40,341.38                      | 1.00                        | 40,341.38               | -                 | 1.00                               | 40,341.38                               | 100%                  | -                              |
| 86                                  | SURFACE MOUNTED RAIL                                | 4.00                 | EA    | 3,540.00        | 14,160.00                      | 2.00                        | 7,080.00                | 2.00              | 4.00                               | 14,160.00                               | 100%                  | -                              |
| 87                                  | SURFACE MOUNTED PICNIC TABLE, TYPE 1 (RIGHT TRIPLE) | 4.00                 | EA    | 3,540.00        | 14,160.00                      | 4.00                        | 14,160.00               | -                 | 4.00                               | 14,160.00                               | 100%                  | -                              |
| 88                                  | SURFACE MOUNTED PICNIC TABLE, TYPE 1 (TRIPLE)       | 4.00                 | EA    | 3,542.11        | 14,168.44                      | 4.00                        | 14,168.44               | -                 | 4.00                               | 14,168.44                               | 100%                  | -                              |
| 89                                  | IRRIGATION ADJUSTMENT                               | 1.00                 | LS    | 2,102.26        | 2,102.26                       | 1.00                        | 2,102.26                | -                 | 1.00                               | 2,102.26                                | 100%                  | -                              |
| 90                                  | ELECTRICAL ADJUSTMENT                               | 1.00                 | LS    | 443.81          | 443.81                         | 1.00                        | 443.81                  | -                 | 1.00                               | 443.81                                  | 100%                  | -                              |
| 91                                  | CEC RESEALING                                       | 1.00                 | LS    | 27,383.00       | 27,383.00                      | 1.00                        | 27,383.00               | -                 | 1.00                               | 27,383.00                               | 100%                  | -                              |
|                                     |                                                     |                      |       |                 | -                              |                             | -                       | -                 |                                    | -                                       |                       | -                              |
| Change Order Totals                 |                                                     |                      |       |                 | \$ 469,570.30                  |                             | \$ 462,735.33           |                   |                                    | \$ 469,815.32                           | 100%                  | \$ (245.02)                    |
| Original Contract and Change Orders |                                                     |                      |       |                 |                                |                             |                         |                   |                                    |                                         |                       |                                |
| Project Totals                      |                                                     |                      |       |                 | \$ 3,321,992.02                |                             | \$ 3,267,166.03         |                   |                                    | \$ 3,274,246.02                         | 98.6%                 | \$ 47,746.00                   |



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Forest Court Construction Services Amendment 1

**GENERAL INFORMATION**

The design contract with Bolton and Menk for the Forest Court Mill and Overlay project did not include construction administration services for the project. Construction administration services ensure a construction project adheres to the design, budget, and schedule while meeting regulatory and quality standards. This amendment adds the incurred construction services for the project inclusive of hours utilized to date, totaling \$11,000.

**ATTACHMENTS**

1. Amendment 1\_Construction Admin Owner-Eng Agmt

**AMENDMENT #001 TO AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CITY OF WINDSOR HEIGHTS AND BOLTON & MENK, INC.**

This AMENDMENT #001 ("Amendment") to the original Agreement for Professional Services between City of Windsor Heights ("OWNER") and Bolton & Menk, Inc. ("ENGINEER") dated August 5, 2024 (the "Agreement") is made and entered into on this 18<sup>th</sup> day of August, 2025.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with construction services in connection with the Forrest Court Mill and Overlay Project (the "Project");

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE ATTACHMENT. The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.

2. FEE ATTACHMENT. The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. Additional Forms. Exhibits A and B are attached and incorporated into the Agreement.

4. All Other Terms and Conditions of the Agreement. Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #001 to be executed by their duly authorized representatives on the dates written below.

CITY OF WINDSOR HEIGHTS

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOLTON & MENK, INC.

SIGNED:  \_\_\_\_\_

NAME: Justin Ernst

TITLE: Municipal Assistant Practice Leader

DATE: 8/13/2025

**EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #001**

This **SCOPE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment

1. Provide construction observation and administration.

## **EXHIBIT B – FEE ATTACHMENT**

This **FEE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

| AMENDMENT (SERVICES AND DELIVERABLES) |  | Amount      |
|---------------------------------------|--|-------------|
| Construction                          |  | \$11,000.00 |
| Administration                        |  |             |
| THIS AMENDMENT Sub-Total              |  | \$11,000.00 |
| (Less Reduction in Fee -if any)       |  |             |
| THIS AMENDMENT TOTAL                  |  | \$11,000.00 |

| AMENDMENT (IMPACT TO BUDGET)                  |                      |             |
|-----------------------------------------------|----------------------|-------------|
| ORIGINAL AGREEMENT                            |                      | \$21,000.00 |
| PREVIOUS AMENDMENTS #000                      |                      | \$0         |
| AMENDMENT #001 CHANGE (Date)                  | Describe (if needed) | \$11,000.00 |
| NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED |                      | \$32,000.00 |

2. **MAXIMUM FEE**. The Maximum Fee will not exceed: \$32,000.00.



**STAFF REPORT  
CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL  
FROM: Adam Plagge, City Administrator  
SUBJECT: Approve Diwali Parade Special Events Permit

**GENERAL INFORMATION**

The Iowa Cultural Parade Foundation is planning to hold their second annual Diwali Parade Oct. 11th Noon to 1PM. The parade route will mirror last year leaving City Hall, going south on 66<sup>th</sup> Street turning west on School St. and entering Colby Park. The parade is short in duration and PD will assist with traffic and Public Works with barricades and signage. Costs for PW staff time will be billed back to the organization as was the case last year. The group has paid for and submitted a special events permit application, completed a hold harmless agreement and reserved the pavilion from 1-4PM that day for activities including various speakers and music. Information on food truck permitting has been provided to the group in case they have food vendors. Based on how the event went last year, no significant issues are anticipated.

**Staff Recommendation:**

No other fees or permits are recommended. Recommend approval of Special Event Permit Application.

**ATTACHMENTS**

1. Diwala Parade Application



## ***Special Events Permit Application***

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The City of Windsor Heights  
1145 66<sup>th</sup> Street  
Windsor Heights, IA 50324  
515-645-6821

# Special Events Permit Application Guidelines and Requirements

## Windsor Heights, IA

The City of Windsor Heights would like to thank you for considering our community as a host site for your Special Event. Please submit this application, along with the other required materials, to the Windsor Heights Parks and Recreation Coordinator at least **60 days** prior to the date of the event. Please submit, if required, all proof of insurance and/or other certificates, permits, and/or licenses listed below, at least **30 days** prior to the date of the event. All events will be approved by the Windsor Heights City Staff and/or the Windsor Heights Council if a resolution is required. The Special Event Application states the conditions required for approval. A \$50.00 non-refundable application fee must accompany the application. Submission of an application does not guarantee issuance of a permit.

City approval of a Special Event Application does not preclude responsibility for any additional permits, approvals, or state and federal regulations. The City may cancel the event with notice, impose special guidelines and/or restrictions; included but not limited to: the nature of the proposed event, its attendant circumstances, weather forecasts, the event being deemed hazardous to public safety and/or public or private property.

The City of Windsor Heights Special Event Application is necessary for the use of private property, public property and/or park property that is open to the public, or requires right-of-way usage or temporary street closures: parades, runs/walk, fairs/festivals, outdoor concerts/amplified sounds, athletic events, Horse carriage, fundraisers, farmer's markets, fireworks/pyrotechnics, demonstrations, exhibitions, temporary structures (tents, canopies, stages, inflatables), (excluding block parties). Please refer to the Windsor Heights Code of Ordinances, for more detailed information, regarding Panhandler, Peddlers, Solicitors & Transient Merchant, Temporary Structure, Temporary Use, Noise, Signage, and other permits which may be required for the specified event.

### Submit With Application:

- Read all material within this booklet
- Complete the application
- Complete the Hold Harmless Agreement
- Complete the site Map and weather plans including the proposed position of;
  - Tents, canopies, inflatables, vendors, portable toilets, signage electricity requests, barricades etc.
- Submit proof of insurance, noting the City of Windsor Heights as additional insured for event
- Complete the Transient Merchant Permit application for vendors who will work the event (If applicable)  
Application fees associated with food or beverage will apply per vendor.
- Completed Windsor Heights Rental Agreement, including Alcohol Agreement
- Application Fee (non-refundable) \$50.00

### **Insurance Liability**

Upon issuance of the permit, the applicant must comply with insurance provisions stated in the Windsor Heights Code Ordinance for Temporary Uses and Structures, requiring a certificate of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State, naming the City of Windsor Heights and its Boards, Commissions, Officers and Employees as Additional Insured on a primary and non-contributory basis, per written agreement/contract.

1. Liability Insurance for each personal injury accident and/or death not less than 1,000,000
2. Liability Insurance for each aggregate personal injury and/or death not less than \$1,000,000
3. Property Damage Accident not less than \$1,000,000
4. Each policy and certificate shall have endorsed thereon:
  - a. No cancellation of or change in this policy shall become effective until after (30) days written notice by registered mail, return receipt requested to: City Clerk, City of Windsor Heights, 1133 66<sup>th</sup> St, Windsor Heights, IA 50324

### **Hold Harmless Agreement Required**

Upon issuance of the permit application, an Indemnification and Hold Harmless Agreement (prepared by the City of Windsor Heights) holding the City of Windsor Heights and its Boards, Commissions, Officers and Employees harmless must be executed by the applicant or an authorized representative.

### **Map of Event Site**

Applicant must include a map of the specific area to be used or route of travel. The map must delineate the City property to be used (Streets, sidewalks, Trails, etc.) start and finish points and direction of flow, if applicable, as well as location(s) of outdoor toilet and liquor dispensing areas, if applicable, tents, canopies, inflatables, vendors, signage, barricades, etc.

### **Permits and Licenses**

The applicant must comply with all federal, state, county and city laws, ordinances and regulations including all regulations adopted and established by the City. The applicant and vendors would obtain and maintain, during the term of this agreement, all necessary permits and licenses for the event. In addition to the event permit, other types of permits or licenses may be required and are subject to inspection and restriction. Potential permits may include but are not limited to; pyrotechnics, alcohol license, noise, temporary structure, vendor permits, etc.

### **Public Safety**

The applicant may assume extra costs associated with the dispensing of alcohol and/or sanitation at the level of service required by the City of Windsor Heights. This may include the number and type of barricades, number of toilets/kybos and trash receptacles, and the number of off- duty officers and hours of police/security officers.

### **Dispensing of Alcohol**

Whenever liquor, wine or beer is sold or their cost is recovered in any manner, an alcohol beverage license is required and Dram Shop Insurance is required for on-premises consumption. Anytime alcohol is to be dispensed an Alcohol Responsibility Agreement is required. Please refer to the ***Alcohol Responsibility Agreement*** for more detailed information, regarding the requirement of contracted off-duty officers. Alcohol beverage licenses require state and city council approval. Additionally, the applicant will need to secure approval by the Park and Recreation Coordinator before the City Council will consider the sale or service of alcoholic beverages or dispensing from kegs in the City Parks by individuals/organizations in the park area and park facilities.

### **Emergency Vehicle/ Traffic Management**

If the event is held in a secured area, allowances must be made for access for fire emergencies including a minimum of two (2) exits. Events held on public streets must include an allowance for a continuous, through traffic lane for use by public safety personnel in an emergency. Traffic and parking should be utilized in an unobstructed and non-disruptive manner and include accessibility for persons with disabilities. If this information is not known at the time of application, the applicant may pay the full \$50.00 application fee, with the understanding that an additional fee would be required prior to the final paperwork being submitted to City Council for review. (Call for a special council meeting is \$57.00 per council member)

### **Tent/Signs**

Free standing tents are allowed in the City park areas. Please include a diagram of the proposed location for all canopies or tents. All tents or canopies must be secured by weighted bags. **NO** stakes are allowed in the park area. Any other stabilizing options will require the approval of the Windsor Heights Public Works Director. Any damage caused by tents will be the responsibility of the applicant. All tents, canopies, dunk tanks, inflatables, etc. are subject to a permit application, per Section 152.03 of the Windsor Heights Building Code and Fire Code requirements outlined in the Windsor Heights Fire Code Ordinance. Banners and signage may also require a permit and must be approved by the Windsor Heights Zoning official, per code 175 of the Windsor Heights Zoning Code. The fee for Tents and/or Sign Permits is not included in the Special Event fee.

### **Electricity**

Power may be available to vendors in the park area when compatible with current and available electricity source in the park and pavilion area. Include proposed locations and requests for electricity in the event diagram, provided with the application. The cost of additional permits is not included in the application fee.

### **Noise Permit**

If the event will utilize amplified sound, (please refer to Windsor Heights City Code 54.08 Regulation of Sound Equipment and Amplified Equipment) a sound permit may be required and the cost of the permit is not included in the application fee.

### **Portable Toilets**

The number of portable toilets/kybos will be dependent upon the estimated guest count. Please refer to the direction of the Portable Toilet Company selected for the required structures, in accordance with estimated event attendance:

- a. In addition, Windsor Heights provides a public restroom in the park area; additional fees may apply for bathroom supplies. Please refer to the Park Cleaning Checklist for a specific list of cleaning requirements.

### **Police Security**

The applicant must utilize police officers when recommended by the Windsor Heights Police Department. When alcohol is available at the event, the applicant must be in accordance with the Alcohol Responsibility Agreement. Off-duty officers require a fee, per officer, stated on the Alcohol Responsibility Agreement.

## Windsor Heights Special Event Permit Application

Please complete this form and submit along with a \$50.00 non-refundable fee to the City Clerk's Office at 1145 66<sup>th</sup> street, Windsor Heights, IA 50324

Event Name Iowa Divali Parade Date of Event 2025 Oct 11<sup>th</sup>

### Contact Information:

Sponsor/Contact: Iowa Cultural Parade Foundation

Address: 6500 University Ave PMB 116

City: Windsor Heights State: IA Zip: 50324

Day Phone: \_\_\_\_\_ Cell Phone: 515 422 2717 Other: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Type of Event: Check all that apply

|                                                     |                                                     |                                   |
|-----------------------------------------------------|-----------------------------------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> Parade          | <input type="checkbox"/> Athletic Event             | <input type="checkbox"/> Walk/Run |
| <input type="checkbox"/> Fair/Festival              | <input checked="" type="checkbox"/> Outdoor Concert |                                   |
| <input type="checkbox"/> Other Please explain _____ |                                                     |                                   |
| Event Description: _____<br>_____<br>_____<br>_____ |                                                     |                                   |

### Time of Event:

|                      |  |
|----------------------|--|
| Event Set -Up Time   |  |
| Event Start/End Time |  |
| Event Tear Down Time |  |

Parade 12:00 ~ 1:00  
Parade/Park 1:00 ~ 4:00

❖ Please include a map of the event layout, including details such as; tent locations, kybos, sound/stage, etc.

Estimated Attendance: 100-200 Number of: Pedestrians: \_\_\_\_\_ Animals: x Vehicles: \_\_\_\_\_

Is an Admission Fee or Registration Fee for your event? YES ☐ NO ☒ If yes explain \_\_\_\_\_  
structure: \_\_\_\_\_

Will products be sold on site? YES ☐ NO ☒ If yes, product liability insurance may be required for sales of food and drinks. All applicants must obtain licensing, liquor permits, certificates of inspection, or any other documentation necessary to comply with all applicable requirements of the State, County or City regarding health standards, whenever applicable. Transient Merchant Permit may be required Chapter 122-126  
Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Fire Code Safety**

Applicant is responsible for complying with all applicable fire codes along with all food vendors and regulations set forth in Open Air Food Vendor Fire Safety Requirements.

### **Weather Plan**

The applicant must provide the City with a weather plan. An onsite contact person capable of making decisions related to postponing/cancelling of the event in the case of severe weather. If the event is cancelled due to weather or unforeseen reason, there is no refund of the special event permits or any permits or rental fees in conjunction to the event. This is the responsibility of the event organizer to contact appropriate social media and media outlets in the event of cancellations.

### **Clean-Up/ Damage Deposit**

The applicant must propose a plan to address the cleanup of the site; sanitation/garbage collection, recycling and grease for the event and following the event. A damage deposit of \$250.00 will be required for the park area. A separate \$250 damage deposit will be required for the Community Event Center.

- a) The applicant is responsible for the removal of all waste and recycling from the event area, including waste in the existing city-owned receptacles in the event area and in accordance with the detailed City Park Special Event Cleaning Checklist.
  - a. Renter acknowledges, if all cleaning requirements have not been performed in a manner as to bring the Park area to satisfactory condition directly following event, the Windsor Heights City staff will be dispatched to clean the Park at the applicants expense. A minimum fee of \$50 will be collected from the damage deposit and is not in conjunction with any other fees specific to damages incurred.
- b) Windsor Heights City Staff will evaluate the site following the event. If there are no damages the damage deposit will be refunded. Damages exceeding the amount of the damage deposit will be billed directly to the event applicant.
- c) Wastewater Disposal shall be collected and disposed in a manner acceptable to the City and shall be explained in the application for permit.
- d) It is the responsibility of the applicant to notify staff of any deficiencies or defective items prior to the scheduled event.

### **Vehicles on City Property**

No Vehicles may be driven on the grass area of Colby Park. Confirm acceptable travel paths for Pavilion access with the Windsor Heights Public Works Department or the Parks and Rec Coordinator. All Trails must remain open to the public at all times and all temporary fence requests will require a copy or number of the corresponding Iowa One Call Locate ticket. Any obstructions require approval through a Temporary Obstruction Permit application. The costs of any additional permits are not included in the application fee.

I hereby certify the above statements are true and correct, to the best of my knowledge, and that false statements(s) may be grounds for denial of the application. It is understood the activities at all times during the event shall comply with all applicable City ordinances. It is further understood the individual and the organization or association will be responsible for any and all damages arising as a result of this event.

In accordance with the executed Indemnification and Hold Harmless Agreement, the applicant hereby waives any and all claims which the applicant may have as a result of this event against the City of Windsor Heights, Iowa its officers, agents, employees, or board members. It is further understood a certificate of public liability insurance will be required before conducting the proposed event.

I have been advised of the requirements for the conduct of a special event in Windsor Heights and I, or the organization I represent, have met or will meet all requirements established by the City. Further, I understand that if all requirements are not met, the Special Event Permit can be canceled by the City at any time, including at the start of or during the event. If this event is sponsored by an organization, I hereby certify I have the legal authority to represent the applicant and /or the participants, and I have read the requirements for issuance of the permit and the Hold Harmless Agreement, understand their provisions, and freely and voluntarily sign this application.

Is it further understood the City of Windsor Heights City Clerk has the authority to grant or deny permission for this event.

John Terrikat \_\_\_\_\_ 2021. Aug. 07  
Applicants name (please print) Signature Date

**Calculate Estimated Fees:** (please refer to the Fee Schedule provided at [www.Windsorheights.org](http://www.Windsorheights.org) ) for confirmation of most current fee structures)

| PERMITS                                    | FEES                                                                        |
|--------------------------------------------|-----------------------------------------------------------------------------|
| Special Events Application                 | \$50.00<br>non-refundable and submitted with application form               |
| <del>Temporary Structure Application</del> | <del>\$50.00</del>                                                          |
| <del>Sound Noise Permit</del>              | <del>\$20.00</del>                                                          |
| <del>Sign Permit</del>                     | <del>\$15.00 + \$1.00 per square foot</del>                                 |
| <del>Transient Merchant Permit</del>       | <del>\$20.00/1 day</del><br><del>\$25.00/ per each additional peddler</del> |

**Will alcohol be served or sold?** YES ☐ NO ☒ If yes, please refer to the Alcohol Agreement for specific requirements. If alcohol is served, additional facility requirements may be required. Off duty WH Police officers will be hired to meet the facility requirements for the event.

- a. Perimeter control is required for the sale of alcoholic beverages during an event. The area where alcohol is served must be clearly defined from non-permitted areas. The applicant is responsible for marking and maintaining the perimeter and must ensure no alcoholic beverages be removed from the area. Perimeter control must be done in a manner which does not damage the grounds on city property and public right-of-way.

**Will you be using outdoor tent/canopy?** YES ☐ NO ☒ If yes to either, a Temporary Structure permit is required. Location of the tent or canopy must be coordinated and approved by City Staff. If using a tent, permission must be granted to the location and manner in which the structures will be secured in parking lots or grounds. The applicant must pay for any repairs associated with the installation of the tent. Please explain:

**Will you be using inflatable rides or devices?** YES ☐ NO ☒ If yes, a Temporary Structure permit is required. Location of the inflatable must be coordinated with City Staff and included on the Site Map.

**Will there be additional signage within Colby Park or city streets?** YES ☒ NO ☐ If yes, please provide an explanation: AA "Happy Divaliti" Banner

**Will you need access to a water source?** YES ☐ NO ☒ Explanation: \_\_\_\_\_

**Will you be using amplified or live sound?** YES ☒ NO ☐ If yes, a Noise Sound permit may be required.

**Will you need access to electricity?** YES ☒ NO ☐

Explanation: pavillion

Please be specific, as on site power may be insufficient to meet all electrical needs.

**Is there any special set up you would like to request the City Provide?** YES ☒ NO ☐

Explanation: Historical police escort

*Additional fees may apply and requests will be reviewed on an individual basis, due to potential staffing conflicts.*

**Sanitation:** Number of portable toilets/kybos provided: \_\_\_\_\_

Garbage collection plans: \_\_\_\_\_

Please review the clean-up requirements associated with a special event and the required \$250 damage deposit.

# Windsor Heights

## Hold Harmless Agreement

Whereas, the City of Windsor Heights, Iowa (City) owns certain real property and public right-of-way which are under the direction and control of the Windsor Heights City Council.

Whereas, (the "Organization") desires to use and occupy certain property containing the facilities and grounds at see parade route & park pavilion (Location)

Whereas, the council is willing to grant to the Organization the right to use and occupy the location provided the City, its officers, employees and agents, (collectively called "City" and any applicable Boards and its Board Members, (collectively called "Board").

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the City and the Organization agree as follows:**

1. The City hereby grants to the Organization the right to use and occupy the facilities and grounds identified above for a period commencing the 11<sup>th</sup> day of Oct October 2025, and ending on the same day of October 2025, for the purpose of the Organization activities.
2. In consideration of the use and occupancy of the facilities and grounds the Organization does hereby agree to protect, indemnify, save, defend and hold harmless the City, its officers, employees and agents, (City) and/or the Board, its Board Members, employees and agents from and against any and all liability, losses, damages, injury, bodily injury, property damage, costs, expenses, attorney fees, judgements, awards, claims, suits, actions or other things whatsoever developed, brought or asserted by any person, firm, corporation, entity or estate, against the City of Boards which the City and the Boards may suffer, incur, or sustain by reason of, occasioned by, arising out of, resulting from or relating to directly or indirectly from the performance, undertakings, activity, omission, negligence, fault or misconduct by the Organization, its officers, employees, agents, contractors, or the failure of the Organization to pay taxes, assessments, sales tax, withholding taxes or other public charges levied or assessed by reason of the operation of the activities or programs by the Organization.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine feminine or neuter gender, according to context.

Dated the 07 day of Aug, 2025  
By [Signature] City Clerk

By \_\_\_\_\_ Organization



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Resolution No. 2025-66 - A Resolution Setting the Time and Place to Conduct a Public Hearing to Consider the Lease of City Property

**GENERAL INFORMATION**

This action sets the date for a public hearing to consider entering into a lease agreement with Nancy's Place for 1151 65th St.

**ATTACHMENTS**

1. Resolution No. 2025-66 Intent and Setting Public Hearing- Nancys Place
2. Rental Agreement - WH - Nancys Place

RESOLUTION NO. 2025-66

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

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

The North 60 feet of the South 210 feet of Lot 10 in Hopkins-Woehler Place, an Official Plat, now included in and forming a part of the City of Windsor Heights, Polk County, Iowa.

(The "Property").

**WHEREAS**, the City acquired the Property for purposes of future development, however requested proposals from community non-profits to utilize the Property until such time as the Property is needed for future projects;

**WHEREAS**, Nancy's Place, an Iowa non-profit corporation, is an organization dedicated to providing safe, affordable housing to individuals with intellectual and developmental disabilities

**WHEREAS**, the City Council wishes to lease the Property to Nancy's House in accordance with the terms set forth in the attached Rental Agreement, and believes it to be in the best interest of the City to lease the Property to Nancy's House.

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

1. The Council desires to lease the property described herein to Nancy's House, pursuant to the Rental Agreement attached hereto as Attachment A.
2. The Council shall make a final determination on the proposal following a public hearing, which shall be held on September 15, 2025 at 6:00 p.m. or soon thereafter, in the City Council Chambers, 1133 66<sup>th</sup> Street, Windsor Heights, Iowa.
3. Pursuant to Iowa Code 364.7 the City Clerk is hereby directed to publish the proper notice of the public hearing with correct legal description and the proposed property lease, as set forth in Attachment B, attached hereto.

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

**PASSED AND APPROVED** this 18<sup>th</sup> day of August, 2025.

---

Mike Jones, Mayor

Attest:

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

Moved by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, that

Resolution No. \_\_\_\_ (2024/2025) be adopted.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. \_\_\_\_ (2024/2025) at the regular Council Meeting of the City of Windsor Heights, Iowa, held on the 18<sup>th</sup> day of August, 2025.

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

ATTACHMENT A

[Rental Agreement]

## ATTACHMENT B

### NOTICE OF PUBLIC HEARING CONCERNING THE LEASE OF CITY PROPERTY

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

The North 60 feet of the South 210 feet of Lot 10 in Hopkins-Woehler Place, an Official Plat, now included in and forming a part of the City of Windsor Heights, Polk County, Iowa.

YOU ARE FURTHER NOTIFIED, that a Public Hearing will be held in the City Council Chambers, City Council Chambers, 1133 66<sup>th</sup> Street, Windsor Heights, Iowa, at the City Council Meeting on September 15, 2025 at 6:00 p.m. or soon thereafter, at which time the Council will hear comments for and against the proposal from any interested party. You have a right to attend and express your views on this proposal. If you are unable to attend, you may submit your written comments addressed to the City Clerk, City Council Chambers, 1145 66<sup>th</sup> Street, Suite 1, Windsor Heights, Iowa. Your written comments must be received no later than September 15, 2025 at 4:00 p.m. At the conclusion of the Public Hearing, the Council will consider leasing the above-described property.

## DWELLING UNIT RENTAL AGREEMENT

IT IS AGREED, by and between City of Windsor Heights, Iowa ("Landlord"), and Nancy's Place ("Tenant") that Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Polk County, Iowa, to-wit:

The North 60 feet of the South 210 feet of Lot 10 in Hopkins-Woehler Place, an Official Plat, now included in and forming a part of the City of Windsor Heights, Polk County, Iowa.

hereinafter referred to as the "dwelling unit," in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM.** The duration of this Rental Agreement shall be for a period of two (2) years from the date of final approval of this Agreement by the Windsor Heights City Council. The duration of this Rental Agreement may be extended by written mutual agreement of both Parties.
2. **RENT.** Tenant agrees to pay to Landlord, as rental for said term, as follows: \$1.00 per year, in advance, the first rent payment becoming due upon October 1, 2025, and the same amount per year, in advance, on the 1<sup>st</sup> day of each month thereafter during the term of this Rental Agreement. All sums shall be paid to the Landlord at 1145 66<sup>th</sup> Street, Suite 1, Windsor Heights, Iowa or at such other place as Landlord may, from time to time, direct.
3. **USE-ABSENCES.** Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.
4. **UTILITIES.** Utilities shall be furnished and paid for by the party indicated on the following:

|               |                                                           |
|---------------|-----------------------------------------------------------|
| Electricity   | Tenant                                                    |
| Gas           | Tenant                                                    |
| Water         | Tenant                                                    |
| Garbage       | Tenant                                                    |
| Trash Removal | Tenant                                                    |
| Other         | Tenant (snow removal, trash removal, mowing, maintenance) |

5. **MAINTENANCE BY TENANT.** Tenant shall:
  - (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
  - (b) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
  - (c) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
  - (d) Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
  - (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating,

air-conditioning and other facilities and appliances, including elevators in the premises.

- (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- (g) Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
- (h) Bear full responsibility for all property maintenance and repairs.

**6. RULES.**

- (a) Maximum occupancy of five individuals for the entire building on the Premises.
- (b) Individuals listed on the sex offender registry are ineligible for tenancy.
- (c) Landlord retains authority to require the removal of tenants for disruptive behavior, with the tenant obligated to vacate premises within the legally permissible timeframe upon Landlord request.
- (d) Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.

**7. ACCESS.** Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

**8. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Rental Agreement, nor sublet the dwelling unit, or any portion thereof, without the written consent of Landlord.

**9. FIRE OR CASUALTY DAMAGE.** If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating.

**10. NONPAYMENT OF RENT.** In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this Rental Agreement.

**11. PRESENT AND CONTINUING HABITABILITY.** Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant

shall promptly give reasonable notice to Landlord.

**12. NOTICES.** Any notice, for which provision is made in this Rental Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways pursuant to the Iowa Uniform Residential Landlord and Tenant Act: Landlord shall serve notice on Tenant by one or more of the following methods, except as provided in Iowa Code Section 562A.29A:

1. Hand delivery to Tenant.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by a resident of the dwelling unit who is at least eighteen years of age.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Mailing by both regular mail and certified mail to the address of the dwelling unit or to an address provided by Tenant for mailing.
5. Posting on the primary entrance door of the dwelling unit.
6. A method of providing notice that results in the notice actually being received by Tenant.

Tenant shall serve notice on Landlord by one or more of the following methods:

1. Hand delivery to Landlord or Landlord's agent.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by Landlord or Landlord's agent.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Delivery to an employee or agent of Landlord at Landlord's business office.
5. Mailing by both regular mail and certified mail to the address of Landlord's business office or to an address designated by Landlord for mailing.
6. A method providing notice that results in the notice actually being received by Landlord.

For purposes hereof, the place for the payment of rental as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises. Notice served by mail is deemed completed four days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the notice. (Note: a three day Notice to Quit is governed by Iowa Code Section 562A.27).

**13. CONSTRUCTION.** Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

**14. ENTIRE AGREEMENT.** This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

- 15. LEAD-BASED PAINT.** If the dwelling unit was constructed before 1978, Tenant acknowledges that Landlord has delivered to Tenant copies of the form Disclosure of Information on Lead-Based Paint and/or Lead/Based Paint Hazards, and the EPA pamphlet Protect Your Family From Lead in Your Home.
- 16. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.
- 17. TERMINATION.** In addition to the termination rights under this Rental Agreement, Landlord and Tenant may terminate this Rental Agreement as provided by the Iowa Uniform Residential Landlord and Tenant Act or as otherwise provided by law.
- 18. COMPLIANCE WITH LAW; PARTIAL INVALIDITY.** Nothing contained in this Rental Agreement shall be construed as waiving any of Landlord’s or Tenant’s rights under the law. In all respects, the terms and provisions of this Rental Agreement are to be construed to comply with all requirements of the Iowa Uniform Residential Landlord and Tenant Act (IURLTA) and all applicable laws. If any term or provision of this Rental Agreement is determined to be invalid pursuant to IURLTA or other law, such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Rental Agreement shall be in conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Rental Agreement or affect the validity or enforceability of any other provision of this Rental Agreement. Any term of this Rental Agreement that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.
- 19. RENTER'S INSURANCE.** Tenant is advised and understands that the personal property of Tenant is not insured by the Landlord against any damage or loss. Tenant is advised to procure renter’s insurance to protect the Tenant’s property and for liability claims.
- 20. SMOKE DETECTORS.** Tenant shall inspect the smoke detectors within three (3) days after taking possession of the dwelling unit. If such detector(s) are not working, Tenant shall notify Landlord promptly. Tenant shall be responsible for keeping smoke detector(s) in working order and with working batteries. Tenant shall not disable or alter such detectors.
- 21. SMOKING.** There shall be no smoking or vaping anywhere within the dwelling unit and any common areas. Tenant shall not permit any occupant, guest or invitee to violate this provision.

Dated: \_\_\_\_\_

LANDLORD:

\_\_\_\_\_  
City of Windsor Heights  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT:

\_\_\_\_\_  
Nancy's Place  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 68th Street Improvements Pay Request 4

**GENERAL INFORMATION**

**ATTACHMENTS**

1. 68th Street\_Pay Application\_004



**BOLTON  
& MENK**

Real People. Real Solutions.

430 E Grand Avenue  
Suite 101  
Des Moines, IA 50309

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

August 14, 2025

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

RE: 68<sup>th</sup> Street Improvements Project  
Pay Request 4

Dear Mr. Plagge:

Submitted for your approval is Pay Request 4 for the above-mentioned project. Pay request is for a total payment of \$227,939.00. The total payments to date: \$689,600.56. Please see Pay Request 4 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Request 4. Upon approval, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office and one executed copy of the pay request to Shekar Engineering, P.L.C. with payment.

Please let me know if you have any questions.

Sincerely,

**Bolton & Menk, Inc.**

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

Enclosure



# City of Windsor Heights - Iowa

## Detailed Payment

### 68th Street Improvements

**Description** Reconstruction of 68th Street

**Payment Number** 4

**Pay Period** 07/01/2025 to 07/31/2025

**Prime Contractor** SHEKAR ENGINEERING, PLC

**Payment Status** Pending

**Awarded Project Amount** \$1,878,164.17

**Authorized Amount** \$1,884,632.89

| Line Number                           | Item ID  | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------|----------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| Section: 0001 - Base Bid - Quantities |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0001                                  | 2010-C   | LS   | \$10,237.500 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$10,237.50               |
| CLEARING AND GRUBBING                 |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0002                                  | 2010-D-1 | CY   | \$10.200     | 948.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TOPSOIL, ON-SITE                      |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0003                                  | 2010-E   | CY   | \$15.300     | 2,606.000           | 0.000                 | 870.000                | 870.000                     | 870.000                       | \$0.00                 | \$13,311.00               |
| EXCAVATION, CLASS 10                  |          |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                 | Item ID  | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------------|----------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0004                                        | 2010-F   | CY   | \$20.400   | 795.000             | 51.000                | 48.702                 | 99.702                      | 99.702                        | \$1,040.40             | \$2,033.92                |
| BELOW GRADE EXCAVATION (CORE OUT)           |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0005                                        | 2010-G   | SY   | \$1.020    | 7,950.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBGRADE PREPARATION                        |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0006                                        | 2010-I   | SY   | \$2.040    | 795.000             | 0.000                 | 438.756                | 438.756                     | 438.756                       | \$0.00                 | \$895.06                  |
| SUBGRADE TREATMENT, GEOGRID, TYPE 2         |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0007                                        | 2010-J   | SY   | \$16.830   | 7,950.000           | 2,012.000             | 792.301                | 2,804.301                   | 2,804.301                     | \$33,861.96            | \$47,196.39               |
| SUBBASE, MODIFIED, 8 INCHES                 |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0008                                        | 3010-D   | CY   | \$81.600   | 100.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0009                                        | 4020-A-1 | LF   | \$44.280   | 12.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, PP, 8 INCH           |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0010                                        | 4020-A-1 | LF   | \$46.890   | 1,550.000           | 0.000                 | 815.900                | 815.900                     | 815.900                       | \$0.00                 | \$38,257.55               |
| STORM SEWER, TRENCHED, 15 INCH              |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0011                                        | 4020-A-1 | LF   | \$83.040   | 27.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, 18 INCH              |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0012                                        | 4020-A-1 | LF   | \$151.470  | 47.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, 36 INCH              |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0013                                        | 4020-A-1 | LF   | \$232.490  | 50.000              | 0.000                 | 40.000                 | 40.000                      | 40.000                        | \$0.00                 | \$9,299.60                |
| STORM SEWER, TRENCHED, RCP, 37" X 23" ARCH  |          |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                     | Item ID     | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------------------------------------|-------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0014                                                            | 4020-D      | LF   | \$9.930     | 348.000             | 0.000                 | 148.000                | 148.000                     | 148.000                       | \$0.00                 | \$1,469.64                |
| REMOVAL OF STORM SEWER, LESS THAN 36 INCH                       |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0015                                                            | 4040-A      | LF   | \$14.520    | 3,330.000           | 0.000                 | 1,230.000              | 1,230.000                   | 1,230.000                     | \$0.00                 | \$17,859.60               |
| SUBDRAIN, PERFORATED HDPE, 6 INCH                               |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0016                                                            | 4040-C-1    | EA   | \$501.030   | 16.000              | 6.000                 | 0.000                  | 6.000                       | 6.000                         | \$3,006.18             | \$3,006.18                |
| SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH                             |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0017                                                            | 4040-D-1    | EA   | \$475.310   | 14.000              | 0.000                 | 6.000                  | 6.000                       | 6.000                         | \$0.00                 | \$2,851.86                |
| SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6 INCH                   |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0018                                                            | 4050-H-1    | EA   | \$5,397.010 | 3.000               | 2.000                 | 5.000                  | 7.000                       | 7.000                         | \$10,794.02            | \$37,779.07               |
| SPOT REPAIRS BY PIPE REPLACEMENT, PVC, 4 INCH                   |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0019                                                            | SPEC. PROV. | LF   | \$790.910   | 10.000              | 0.000                 | 12.000                 | 12.000                      | 12.000                        | \$0.00                 | \$9,490.92                |
| WATER MAIN, TRENCHED, PVC C900 (DR 18), 6 INCH WITH TRACER WIRE |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0020                                                            | SPEC. PROV. | LF   | \$50.630    | 1,880.000           | 167.000               | 948.000                | 1,115.000                   | 1,115.000                     | \$8,455.21             | \$56,452.45               |
| WATER MAIN, TRENCHED, PVC C900 (DR 18), 8 INCH WITH TRACER WIRE |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0021                                                            | SPEC. PROV. | LB   | \$8.580     | 1,779.000           | 272.000               | 1,381.000              | 1,653.000                   | 1,653.000                     | \$2,333.76             | \$14,182.74               |
| FITTING BY WEIGHT, DUCTILE IRON                                 |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0022                                                            | SPEC. PROV. | EA   | \$1,264.190 | 23.000              | 3.000                 | 10.000                 | 13.000                      | 13.000                        | \$3,792.57             | \$16,434.47               |
| WATER SERVICE TRANSFER, COPPER, 1 INCH , SAME SIDE              |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0023                                                            | SPEC. PROV. | EA   | \$2,022.360 | 26.000              | 4.000                 | 11.000                 | 15.000                      | 15.000                        | \$8,089.44             | \$30,335.40               |
| WATER SERVICE TRANSFER, COPPER, 1 INCH, OPPOSITE SIDE           |             |      |             |                     |                       |                        |                             |                               |                        |                           |

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|-------------------------------------------------|-------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0024                                            | SPEC. PROV. | LF   | \$8.220     | 410.000             | 38.000                | 8.800                  | 46.800                      | 46.800                        | \$312.36               | \$384.70                  |
| WATER MAIN REMOVAL                              |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0025                                            | SPEC. PROV. | EA   | \$2,210.620 | 1.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$4,421.24                |
| VALVE, GATE, 6 INCH                             |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0026                                            | SPEC. PROV. | EA   | \$2,923.700 | 4.000               | 1.000                 | 2.000                  | 3.000                       | 3.000                         | \$2,923.70             | \$8,771.10                |
| VALVE, GATE, 8 INCH                             |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0027                                            | SPEC. PROV. | EA   | \$7,946.350 | 5.000               | 1.000                 | 3.000                  | 4.000                       | 4.000                         | \$7,946.35             | \$31,785.40               |
| FIRE HYDRANT ASSEMBLY                           |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0028                                            | SPEC. PROV. | EA   | \$1,439.150 | 5.000               | 1.000                 | 1.000                  | 2.000                       | 2.000                         | \$1,439.15             | \$2,878.30                |
| FLUSHING DEVICE (BLOW OFF), 4 INCH              |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0029                                            | SPEC. PROV. | EA   | \$727.440   | 5.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$1,454.88                |
| FIRE HYDRANT ASSEMBLY REMOVAL                   |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0030                                            | SPEC. PROV. | EA   | \$92.130    | 3.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$92.13                   |
| VALVE BOX REMOVAL                               |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0031                                            | SPEC. PROV. | EA   | \$524.630   | 49.000              | 4.000                 | 23.000                 | 27.000                      | 27.000                        | \$2,098.52             | \$14,165.01               |
| TAP FEE, 1", REPLACE TAP FOR WATER SERVICE      |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0032                                            | SPEC. PROV. | EA   | \$2,228.390 | 3.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE |             |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0033                                            | 6010-A      | EA   | \$6,546.880 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM MANHOLE, SW-401, 60 INCH                  |             |      |             |                     |                       |                        |                             |                               |                        |                           |

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| 0034                               | 6010-A  | EA   | \$8,531.000  | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$8,531.00                |
| STORM MANHOLE, SW-401, 72 INCH     |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0035                               | 6010-B  | EA   | \$4,066.390  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-501                     |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0036                               | 6010-B  | EA   | \$5,673.030  | 12.000              | 0.000                 | 5.750                  | 5.750                       | 5.750                         | \$0.00                 | \$32,619.92               |
| INTAKE, SW-505                     |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0037                               | 6010-B  | EA   | \$4,046.560  | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-507                     |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0038                               | 6010-B  | EA   | \$2,042.730  | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-512                     |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0039                               | 6010-B  | EA   | \$11,693.510 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-516, MODIFIED           |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0040                               | 6010-E  | EA   | \$2,002.560  | 5.000               | 2.000                 | 1.000                  | 3.000                       | 3.000                         | \$4,005.12             | \$6,007.68                |
| SANITARY MANHOLE ADJUSTMENT, MINOR |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0041                               | 6010-E  | EA   | \$1,458.720  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM MANHOLE ADJUSTMENT, MINOR    |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0042                               | 6010-F  | EA   | \$3,385.790  | 3.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SANITARY MANHOLE ADJUSTMENT, MAJOR |         |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0043                               | 6010-G  | EA   | \$784.810    | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$784.81                  |
| CONNECTION TO EXISTING MANHOLE     |         |      |              |                     |                       |                        |                             |                               |                        |                           |

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| 0044                              | 6010-H     | EA   | \$889.920  | 9.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$4,449.60                |
| REMOVE INTAKE                     |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0045                              | 7010-A     | SY   | \$57.260   | 6,100.000           | 1,957.800             | 589.623                | 2,547.423                   | 2,547.423                     | \$112,103.63           | \$145,865.44              |
| PAVEMENT, PCC, 7 INCH             |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0046                              | 7010-A     | SY   | \$123.170  | 200.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAVEMENT, PCC, 10 INCH            |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0047                              | 7010-999-A | LF   | \$1.020    | 12,350.000          | 3,885.000             | 946.000                | 4,831.000                   | 4,831.000                     | \$3,962.70             | \$4,927.62                |
| JOINT PREVENTATIVE SEALANT        |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0048                              | 7010-N     | SY   | \$5.250    | 1,800.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| COLD WEATHER PROTECTION           |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0049                              | 7030-A-1   | SY   | \$10.200   | 100.000             | 0.000                 | 117.700                | 117.700                     | 117.700                       | \$0.00                 | \$1,200.54                |
| REMOVAL OF SIDEWALK               |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0050                              | 7030-A-3   | SY   | \$10.200   | 1,190.000           | 0.000                 | 756.000                | 756.000                     | 756.000                       | \$0.00                 | \$7,711.20                |
| REMOVAL OF DRIVEWAY               |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0051                              | 7030-E     | SY   | \$45.900   | 820.000             | 242.860               | 97.400                 | 340.260                     | 340.260                       | \$11,147.27            | \$15,617.93               |
| SIDEWALK, PCC, 4 INCH             |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0052                              | 7030-E     | SY   | \$66.300   | 10.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SIDEWALK, PCC, 4 INCH, REINFORCED |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0053                              | 7030-E     | SY   | \$56.100   | 130.000             | 0.000                 | 15.400                 | 15.400                      | 15.400                        | \$0.00                 | \$863.94                  |
| SIDEWALK, PCC, 6 INCH             |            |      |            |                     |                       |                        |                             |                               |                        |                           |

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| 0054                                             | 7030-G   | SY   | \$51.000     | 96.000              | 0.000                 | 20.000                 | 20.000                      | 20.000                        | \$0.00                 | \$1,020.00                |
| DETECTABLE WARNING                               |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0055                                             | 7030-H-1 | SY   | \$59.670     | 1,020.000           | 346.680               | 0.000                  | 346.680                     | 346.680                       | \$20,686.40            | \$20,686.40               |
| DRIVEWAY, PAVED, PCC, 6 INCH                     |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0056                                             | 7030-H-3 | TON  | \$45.900     | 50.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TEMPORARY GRANULAR SURFACING, CLASS A ROAD STONE |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0057                                             | 7040-H   | SY   | \$12.140     | 5,630.000           | 0.000                 | 3,373.800              | 3,373.800                   | 3,373.800                     | \$0.00                 | \$40,957.93               |
| PAVEMENT REMOVAL                                 |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0058                                             | 8020-C   | STA  | \$1,785.000  | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAINTED PAVEMENT MARKINGS, DURABLE               |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0059                                             | 8020-M   | STA  | \$918.000    | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| GROOVES CUT FOR PAVEMENT MARKINGS                |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0060                                             | 8030-A   | LS   | \$13,158.000 | 1.000               | 0.000                 | 0.200                  | 0.200                       | 0.200                         | \$0.00                 | \$2,631.60                |
| TEMPORARY TRAFFIC CONTROL                        |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0061                                             | 8040-A   | EA   | \$153.000    | 13.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TRAFFIC SIGNS, TYPE A                            |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0062                                             | 8040-D   | EA   | \$204.000    | 13.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PERFORATED SQUARE STEEL TUBE POSTS               |          |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0063                                             | 9010-D   | MGAL | \$71.400     | 93.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATERING                                         |          |      |              |                     |                       |                        |                             |                               |                        |                           |

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| 0064                                            | 9020-A   | SQ   | \$66.300    | 350.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SOD                                             |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0065                                            | 9030-B   | EA   | \$408.000   | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PLANTS WITH WARRANTY, ORNAMENTAL TREE           |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0066                                            | 9030-B   | EA   | \$464.100   | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PLANTS WITH WARRANTY, DECIDUOUS TREE            |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0067                                            | 9040-A-1 | LS   | \$1,530.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$1,530.00                |
| SWPPP PREPARATION                               |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0068                                            | 9040-A-2 | LS   | \$3,468.000 | 1.000               | 0.100                 | 0.300                  | 0.400                       | 0.400                         | \$346.80               | \$1,387.20                |
| SWPPP MANAGEMENT                                |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0069                                            | 9040-D-1 | LF   | \$1.730     | 6,000.000           | 0.000                 | 742.000                | 742.000                     | 742.000                       | \$0.00                 | \$1,283.66                |
| FILTER SOCK, 9 INCH                             |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0070                                            | 9040-O-1 | SY   | \$10.200    | 300.000             | 0.000                 | 100.000                | 100.000                     | 100.000                       | \$0.00                 | \$1,020.00                |
| STABILIZED CONSTRUCTION ENTRANCE                |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0071                                            | 9040-Q-2 | AC   | \$1,489.200 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| EROSION CONTROL MULCHING, HYDRO MULCHING        |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0072                                            | 9040-T-1 | EA   | \$102.000   | 31.000              | 12.000                | 0.000                  | 12.000                      | 12.000                        | \$1,224.00             | \$1,224.00                |
| INLET PROTECTION DEVICE, MAINTENCE, AND REMOVAL |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0073                                            | 9070-A   | SF   | \$49.980    | 160.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MODULAR BLOCK RETAINING WALL                    |          |      |             |                     |                       |                        |                             |                               |                        |                           |

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|-------------------------------------------------------------------------|--------------|------|---------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0074                                                                    | 11020-A      | LS   | \$109,882.500 | 1.000               | 0.000                 | 0.250                  | 0.250                       | 0.250                         | \$0.00                 | \$27,470.63               |
| MOBILIZATION                                                            |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0075                                                                    | 9040-D-1     | LS   | \$4,725.000   | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MAINTENANCE OF POSTAL SERVICE                                           |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0076                                                                    | 9040-O-1     | LS   | \$5,250.000   | 1.000               | 0.000                 | 0.200                  | 0.200                       | 0.200                         | \$0.00                 | \$1,050.00                |
| MAINTENANCE OF SOLID WASTE COLLECTION                                   |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0077                                                                    | 9040-Q-2     | LS   | \$3,150.000   | 1.000               | 0.000                 | 0.800                  | 0.800                       | 0.800                         | \$0.00                 | \$2,520.00                |
| TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS                                 |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0078                                                                    | 11030-A      | LS   | \$3,672.000   | 1.000               | 0.100                 | 0.100                  | 0.200                       | 0.200                         | \$367.20               | \$734.40                  |
| CONCRETE WASHOUT                                                        |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 8010                                                                    | 2599-9999010 | LS   | \$2,410.320   | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$2,410.32                |
| ('LUMP SUM' ITEM): Water Main Casing Pipe - School Street & 68th Street |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 8020                                                                    | 2599-9999010 | LS   | \$4,058.400   | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$4,058.40                |
| ('LUMP SUM' ITEM): Sanitary Sewer Wye Replacement                       |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                                                         |              |      |               |                     |                       |                        |                             |                               | \$239,936.74           | \$713,610.33              |
| Section: 0002 - Alternate A - Quantities                                |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| A1                                                                      | 2010-C       | LS   | \$12,285.000  | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$12,285.00               |
| CLEARING AND GRUBBING                                                   |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| A2                                                                      | 2010-D-1     | CY   | \$10.200      | 156.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TOPSOIL, ON-SITE                                                        |              |      |               |                     |                       |                        |                             |                               |                        |                           |

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|---------------------------------------------|----------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| A3                                          | 2010-E   | CY   | \$15.300   | 309.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| EXCAVATION, CLASS 10                        |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A4                                          | 2010-F   | CY   | \$20.400   | 102.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| BELOW GRADE EXCAVATION (CORE OUT)           |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A5                                          | 2010-G   | SY   | \$1.020    | 1,020.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBGRADE PREPARATION                        |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A6                                          | 2010-I   | SY   | \$2.040    | 102.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBGRADE TREATMENT, GEOGRID, TYPE 2         |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A7                                          | 2010-J   | SY   | \$16.830   | 1,020.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBBASE, MODIFIED, 8 INCHES                 |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A8                                          | 3010-D   | CY   | \$81.600   | 30.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A9                                          | 4020-A-1 | LF   | \$109.720  | 145.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, 36 INCH              |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A10                                         | 4020-A-1 | LF   | \$237.760  | 132.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER, TRENCHED, RCP, 44" X 27" ARCH  |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A11                                         | 4020-D   | LF   | \$10.060   | 275.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF STORM SEWER, LESS THAN 36 INCH   |          |      |            |                     |                       |                        |                             |                               |                        |                           |
| A12                                         | 4040-A   | LF   | \$13.950   | 524.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBDRAIN, PERFORATED HDPE, 6 INCH           |          |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                     | Item ID     | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------------------------------------|-------------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| A13                                                             | 4040-C-1    | EA   | \$500.960    | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBDRAIN CLEANOUT, TYPE A-1, 6 INCH                             |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A14                                                             | 4040-D-1    | EA   | \$475.210    | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6 INCH                   |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A15                                                             | SPEC. PROV. | LF   | \$36.260     | 260.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER MAIN, TRENCHED, PVC C900 (DR 18), 8 INCH WITH TRACER WIRE |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A16                                                             | SPEC. PROV. | LB   | \$9.640      | 76.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| FITTING BY WEIGHT, DUCTILE IRON                                 |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A17                                                             | SPEC. PROV. | LF   | \$8.250      | 40.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER MAIN REMOVAL                                              |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A18                                                             | 6010-A      | EA   | \$8,088.270  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM MANHOLE, SW-401, 72 INCH                                  |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A19                                                             | 6010-B      | EA   | \$12,150.330 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-516, MODIFIED                                        |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A20                                                             | 6010-E      | EA   | \$1,261.680  | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE ADJUSTMENT, MINOR                                        |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A21                                                             | 6010-H      | EA   | \$917.530    | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVE INTAKE                                                   |             |      |              |                     |                       |                        |                             |                               |                        |                           |
| A22                                                             | 7010-A      | SY   | \$57.260     | 800.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAVEMENT, PCC, 7 INCH                                           |             |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                      | Item ID    | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|--------------------------------------------------|------------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| A23                                              | 7010-999-A | LF   | \$1.020    | 1,804.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| JOINT PREVENTATIVE SEALANT                       |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| A24                                              | 7030-A-1   | SY   | \$10.200   | 10.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF SIDEWALK                              |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| A25                                              | 7030-A-3   | SY   | \$10.200   | 110.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF DRIVEWAY                              |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| A26                                              | 7030-E     | SY   | \$45.900   | 150.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SIDEWALK, PCC, 4 INCH                            |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| A27                                              | 7030-E     | SY   | \$56.100   | 10.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SIDEWALK, PCC, 6 INCH                            |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| A28                                              | 7030-G     | SF   | \$51.000   | 20.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| DETECTABLE WARNING                               |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| A29                                              | 7030-H-1   | SY   | \$61.200   | 110.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| DRIVEWAY, PAVED, PCC, 6 INCH                     |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| A30                                              | 7030-H-3   | TON  | \$45.900   | 50.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TEMPORARY GRANULAR SURFACING, CLASS A ROAD STONE |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| A31                                              | 7040-H     | SY   | \$10.200   | 770.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAVEMENT REMOVAL                                 |            |      |            |                     |                       |                        |                             |                               |                        |                           |
| A32                                              | 8040-A     | EA   | \$459.000  | 3.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TRAFFIC SIGNS, TYPE A                            |            |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                                 | Item ID  | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------------------------------------------------|----------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| A33                                                                         | 8040-D   | EA   | \$408.000   | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PERFORATED SQUARE STEEL TUBE POSTS                                          |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A34                                                                         | 9010-D   | MGAL | \$71.400    | 14.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATERING                                                                    |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A35                                                                         | 9020-A   | SQ   | \$66.300    | 50.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SOD                                                                         |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A36                                                                         | 9040-D-1 | LF   | \$1.730     | 840.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| FILTER SOCK, 9 INCH                                                         |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A37                                                                         | 9040-T-1 | EA   | \$122.400   | 4.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INLET PROTECTION DEVICE, MAINTENCE, AND REMOVAL                             |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A38                                                                         | 9060-D   | LF   | \$57.750    | 80.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL AND REINSTALLATION OF EXISTING FENCE, CHAIN LINK FENCE, RESIDENTIAL |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A39                                                                         | 11040-A  | LS   | \$1,890.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS                                     |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| A40                                                                         | 11050-A  | LS   | \$3,672.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CONCRETE WASHOUT                                                            |          |      |             |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                                                             |          |      |             |                     |                       |                        |                             |                               | \$0.00                 | \$12,285.00               |
| Total Payments:                                                             |          |      |             |                     |                       |                        |                             |                               | \$239,936.74           | \$725,895.33              |

## Time Charges

| Time Limit                                            | Original<br>Deadline | Authorized<br>Deadline | Charges<br>This Period | Damages<br>This Period | Days Completed<br>To Date | Days Remaining<br>To Date | Damages<br>To Date |
|-------------------------------------------------------|----------------------|------------------------|------------------------|------------------------|---------------------------|---------------------------|--------------------|
| Final Completion - Liquidated Damages \$500/Day       | 05/29/2026           | 05/29/2026             | N/A                    | \$0.00                 | N/A                       | 302.0 Days                | \$0.00             |
| Substantial Completion - Liquidated Damages \$500/Day | 11/21/2025           | 11/21/2025             | N/A                    | \$0.00                 | N/A                       | 113.0 Days                | \$0.00             |
| Total Damages:                                        |                      |                        |                        |                        |                           |                           | \$0.00             |

## Summary

|                                |              |                                |              |
|--------------------------------|--------------|--------------------------------|--------------|
| Current Approved Work:         | \$239,936.74 | Approved Work To Date:         | \$725,895.33 |
| Current Stockpile Advancement: | \$0.00       | Stockpile Advancement To Date: | \$0.00       |
| Current Stockpile Recovery:    | \$0.00       | Stockpile Recovery To Date:    | \$0.00       |
| Current Retainage:             | \$11,996.84  | Retainage To Date:             | \$36,294.77  |
| Current Retainage Released:    | \$0.00       | Retainage Released To Date:    | \$0.00       |
| Current Liquidated Damages:    | \$0.00       | Liquidated Damages To Date:    | \$0.00       |
| Current Adjustment:            | \$0.00       | Adjustments To Date:           | \$0.00       |
| Current Payment:               | \$227,939.90 | Payments To Date:              | \$689,600.56 |
| Previous Payment:              | \$136,329.37 | Previous Payments To Date:     | \$461,660.66 |

**SIGNATURE LINE FOR PAYMENT REPORTS**

**ENGINEER'S CERTIFICATION:**

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

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

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

**CONTRACTOR'S CERTIFICATION:**

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

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

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

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



**STAFF REPORT  
CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 73rd Street Phase 1 Pay Request 13

**GENERAL INFORMATION**

**ATTACHMENTS**

1. LTR-73rd Street-Pay App 13
2. payment\_13\_20250808



**BOLTON  
& MENK**

Real People. Real Solutions.

430 E Grand Avenue  
Suite 101  
Des Moines, IA 50309

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

August 14, 2025

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

RE: 73<sup>rd</sup> Street Phase 1  
STP-U-8477(615)—70-77  
Pay Request 13

Dear Mr. Plagge:

Submitted for your approval is Pay Request 13 for the above-mentioned project. The pay request is for a total payment of \$321,032.03. The total payments to date: \$3,112,452.75. Please see the pay request for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 13. Upon approval of the pay request, the City Clerk or City Administrator to electronically sign in DocExpress and mail payment to the Absolute Concrete Construction, Inc.

Please let me know if you have any questions.

Sincerely,

**Bolton & Menk, Inc.**

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

Enclosures



# City of Windsor Heights - Iowa

## Detailed Payment

77-8477-615

|                               |                                                                         |
|-------------------------------|-------------------------------------------------------------------------|
| <b>Description</b>            | STP-U-8477(615)--70-77, Letting Date- March 19, 2024<br>73rd st Phase 1 |
| <b>Payment Number</b>         | 13                                                                      |
| <b>Pay Period</b>             | 07/01/2025 to 07/31/2025                                                |
| <b>Prime Contractor</b>       | ABSOLUTE CONCRETE CONSTRUCTION, INC.                                    |
| <b>Payment Status</b>         | Pending                                                                 |
| <b>Awarded Project Amount</b> | \$6,739,027.05                                                          |
| <b>Authorized Amount</b>      | \$6,891,012.02                                                          |

| Line Number                                                        | Item ID      | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|--------------------------------------------------------------------|--------------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| Section: 0001 - STP-U-8477(615)--70-77, Roadway Items - Division 1 |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0010                                                               | 2101-0850002 | UNIT | \$440.000  | 22.300              | 0.000                 | 58.000                 | 58.000                      | 58.000                        | \$0.00                 | \$25,520.00               |
| CLEARING AND GRUBBING                                              |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0020                                                               | 2102-0425071 | CY   | \$50.000   | 50.000              | 0.000                 | 234.000                | 234.000                     | 234.000                       | \$0.00                 | \$11,700.00               |
| SPECIAL BACKFILL                                                   |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0030                                                               | 2102-2710070 | CY   | \$15.000   | 10,333.000          | 2,582.333             | 4,306.334              | 6,888.667                   | 6,888.667                     | \$38,735.00            | \$103,330.01              |
| EXCAVATION, CLASS 10, ROADWAY AND BORROW                           |              |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                                                 | Item ID      | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------------------------------------------------------------|--------------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0040                                                                                        | 2102-2710080 | CY   | \$15.000     | 165.000             | 0.000                 | 234.000                | 234.000                     | 234.000                       | \$0.00                 | \$3,510.00                |
| EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL                                       |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0050                                                                                        | 2105-8425015 | CY   | \$8.000      | 2,124.000           | 0.000                 | 354.000                | 354.000                     | 354.000                       | \$0.00                 | \$2,832.00                |
| TOPSOIL, STRIP, SALVAGE AND SPREAD                                                          |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0060                                                                                        | 2109-8225100 | STA  | \$1,000.000  | 53.600              | 0.000                 | 9.265                  | 9.265                       | 9.265                         | \$0.00                 | \$9,265.00                |
| SPECIAL COMPACTION OF SUBGRADE                                                              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0070                                                                                        | 2113-0001100 | SY   | \$5.000      | 5,000.000           | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SUBGRADE STABILIZATION MATERIAL, POLYMER GRID                                               |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0080                                                                                        | 2115-0100000 | CY   | \$60.000     | 4,035.000           | 0.000                 | 1,259.456              | 1,259.456                   | 1,259.456                     | \$0.00                 | \$75,567.36               |
| MODIFIED SUBBASE                                                                            |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0090                                                                                        | 2115-0100000 | CY   | \$60.000     | 181.000             | 0.000                 | 68.519                 | 68.519                      | 68.519                        | \$0.00                 | \$4,111.14                |
| MODIFIED SUBBASE: , TRAIL                                                                   |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0100                                                                                        | 2123-7450020 | STA  | \$150.000    | 81.700              | 0.000                 | 23.500                 | 23.500                      | 23.500                        | \$0.00                 | \$3,525.00                |
| SHOULDER FINISHING, EARTH                                                                   |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0110                                                                                        | 2301-1033080 | SY   | \$75.000     | 19,678.000          | 0.000                 | 6,271.124              | 6,271.124                   | 6,271.124                     | \$0.00                 | \$470,334.30              |
| STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN. |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0120                                                                                        | 2301-6911722 | LS   | \$10,000.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES                                                   |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0130                                                                                        | 2304-0101000 | SY   | \$60.000     | 1,500.000           | 0.000                 | 71.750                 | 71.750                      | 71.750                        | \$0.00                 | \$4,305.00                |
| TEMPORARY PAVEMENT                                                                          |              |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                       | Item ID      | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|---------------------------------------------------|--------------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0140                                              | 2312-8260051 | TON  | \$40.000     | 500.000             | 50.990                | 407.020                | 458.010                     | 458.010                       | \$2,039.60             | \$18,320.40               |
| GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0150                                              | 2435-0140148 | EACH | \$5,500.000  | 6.000               | 2.000                 | 1.000                  | 3.000                       | 3.000                         | \$11,000.00            | \$16,500.00               |
| MANHOLE, STORM SEWER, SW-401, 48 IN.              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0160                                              | 2435-0140160 | EACH | \$7,800.000  | 7.000               | 1.000                 | 4.000                  | 5.000                       | 5.000                         | \$7,800.00             | \$39,000.00               |
| MANHOLE, STORM SEWER, SW-401, 60 IN.              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0170                                              | 2435-0140172 | EACH | \$10,000.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$10,000.00               |
| MANHOLE, STORM SEWER, SW-401, 72 IN.              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0180                                              | 2435-0140196 | EACH | \$17,000.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MANHOLE, STORM SEWER, SW-401, 96 IN.              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0190                                              | 2435-0250500 | EACH | \$5,600.000  | 34.000              | 7.000                 | 9.000                  | 16.000                      | 16.000                        | \$39,200.00            | \$89,600.00               |
| INTAKE, SW-505                                    |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0200                                              | 2435-0250600 | EACH | \$12,000.000 | 17.000              | 1.000                 | 9.000                  | 10.000                      | 10.000                        | \$12,000.00            | \$120,000.00              |
| INTAKE, SW-506                                    |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0210                                              | 2435-0250900 | EACH | \$7,300.000  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-509                                    |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0220                                              | 2435-0251000 | EACH | \$8,500.000  | 3.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$17,000.00               |
| INTAKE, SW-510                                    |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0230                                              | 2435-0251230 | EACH | \$4,100.000  | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$4,100.00                |
| INTAKE, SW-512, 30 IN.                            |              |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                                                   | Item ID      | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------------------------------------------------------------------|--------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 0240                                                                                          | 2435-0251236 | EACH | \$4,800.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-512, 36 IN.                                                                        |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0250                                                                                          | 2435-0600010 | EACH | \$2,300.000 | 33.000              | 0.000                 | 15.000                 | 15.000                      | 15.000                        | \$0.00                 | \$34,500.00               |
| MANHOLE ADJUSTMENT, MINOR                                                                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0260                                                                                          | 2435-0600020 | EACH | \$6,000.000 | 1.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$6,000.00             | \$6,000.00                |
| MANHOLE ADJUSTMENT, MAJOR                                                                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0270                                                                                          | 2435-0600110 | EACH | \$1,800.000 | 2.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$1,800.00                |
| INTAKE ADJUSTMENT, MINOR                                                                      |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0280                                                                                          | 2435-0600120 | EACH | \$7,500.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$7,500.00                |
| INTAKE ADJUSTMENT, MAJOR                                                                      |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0290                                                                                          | 2435-0700010 | EACH | \$3,700.000 | 2.000               | 1.000                 | 2.000                  | 3.000                       | 3.000                         | \$3,700.00             | \$11,100.00               |
| CONNECTION TO EXISTING MANHOLE                                                                |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0300                                                                                          | 2502-8212206 | LF   | \$22.000    | 5,105.000           | 0.000                 | 1,573.900              | 1,573.900                   | 1,573.900                     | \$0.00                 | \$34,625.80               |
| SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.                                                 |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0310                                                                                          | 2502-8221006 | EACH | \$800.000   | 17.000              | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$1,600.00                |
| SUBDRAIN RISER, 6 IN., AS PER PLAN                                                            |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0320                                                                                          | 2502-8221303 | EACH | \$400.000   | 17.000              | 0.000                 | 6.000                  | 6.000                       | 6.000                         | \$0.00                 | \$2,400.00                |
| SUBDRAIN OUTLET, DR-303                                                                       |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0330                                                                                          | 2503-0114212 | LF   | \$200.000   | 8.000               | 16.000                | 0.000                  | 16.000                      | 16.000                        | \$3,200.00             | \$3,200.00                |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN. |              |      |             |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                                                   | Item ID      | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
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| 0340                                                                                          | 2503-0114215 | LF   | \$80.000   | 991.000             | 343.000               | 272.000                | 615.000                     | 615.000                       | \$27,440.00            | \$49,200.00               |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0350                                                                                          | 2503-0114218 | LF   | \$85.000   | 778.000             | 27.000                | 27.000                 | 54.000                      | 54.000                        | \$2,295.00             | \$4,590.00                |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0360                                                                                          | 2503-0114224 | LF   | \$110.000  | 2,556.000           | 675.000               | 1,032.000              | 1,707.000                   | 1,707.000                     | \$74,250.00            | \$187,770.00              |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0370                                                                                          | 2503-0114230 | LF   | \$130.000  | 543.000             | 0.000                 | 416.000                | 416.000                     | 416.000                       | \$0.00                 | \$54,080.00               |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0380                                                                                          | 2503-0114236 | LF   | \$170.000  | 144.000             | 0.000                 | 33.000                 | 33.000                      | 33.000                        | \$0.00                 | \$5,610.00                |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0390                                                                                          | 2503-0114248 | LF   | \$450.000  | 8.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 48 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0400                                                                                          | 2503-0114254 | LF   | \$610.000  | 8.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 54 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0410                                                                                          | 2503-0114266 | LF   | \$850.000  | 8.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 66 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0420                                                                                          | 2503-0200036 | LF   | \$25.000   | 3,335.000           | 260.000               | 1,180.400              | 1,440.400                   | 1,440.400                     | \$6,500.00             | \$36,010.00               |
| REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.                                          |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0430                                                                                          | 2503-0200136 | LF   | \$45.000   | 79.000              | 0.000                 | 38.000                 | 38.000                      | 38.000                        | \$0.00                 | \$1,710.00                |
| REMOVE STORM SEWER PIPE GREATER THAN 36 IN.                                                   |              |      |            |                     |                       |                        |                             |                               |                        |                           |

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| 0440                                                              | 2504-0200404 | LF   | \$130.000  | 160.000             | 0.000                 | 54.000                 | 54.000                      | 54.000                        | \$0.00                 | \$7,020.00                |
| SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN. |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0450                                                              | 2510-6745850 | SY   | \$10.000   | 17,965.000          | 1,315.770             | 11,044.511             | 12,360.281                  | 12,360.281                    | \$13,157.70            | \$123,602.81              |
| REMOVAL OF PAVEMENT                                               |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0460                                                              | 2510-6750600 | EACH | \$900.000  | 50.000              | 7.000                 | 24.000                 | 31.000                      | 31.000                        | \$6,300.00             | \$27,900.00               |
| REMOVAL OF INTAKES AND UTILITY ACCESSES                           |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0470                                                              | 2511-0300000 | SY   | \$10.000   | 550.000             | 0.000                 | 370.596                | 370.596                     | 370.596                       | \$0.00                 | \$3,705.96                |
| REMOVAL OF RECREATIONAL TRAIL                                     |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0480                                                              | 2511-0302600 | SY   | \$49.000   | 715.000             | 78.067                | 334.734                | 412.801                     | 412.801                       | \$3,825.28             | \$20,227.25               |
| RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.               |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0490                                                              | 2511-0310100 | STA  | \$750.000  | 7.700               | 4.500                 | 0.000                  | 4.500                       | 4.500                         | \$3,375.00             | \$3,375.00                |
| SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL             |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0500                                                              | 2511-6745900 | SY   | \$10.000   | 3,506.000           | 0.000                 | 2,175.940              | 2,175.940                   | 2,175.940                     | \$0.00                 | \$21,759.40               |
| REMOVAL OF SIDEWALK                                               |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0510                                                              | 2511-7526004 | SY   | \$49.750   | 4,023.000           | 10.933                | 1,245.827              | 1,256.760                   | 1,256.760                     | \$543.92               | \$62,523.81               |
| SIDEWALK, P.C. CONCRETE, 4 IN.                                    |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0520                                                              | 2511-7526006 | SY   | \$77.000   | 267.000             | 22.800                | 121.585                | 144.385                     | 144.385                       | \$1,755.60             | \$11,117.65               |
| SIDEWALK, P.C. CONCRETE, 6 IN.                                    |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0530                                                              | 2511-7528101 | SF   | \$51.000   | 362.000             | 40.000                | 114.000                | 154.000                     | 154.000                       | \$2,040.00             | \$7,854.00                |
| DETECTABLE WARNINGS                                               |              |      |            |                     |                       |                        |                             |                               |                        |                           |

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| 0540                                                                   | 2512-1725206 | LF   | \$79.000    | 10.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.                                |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0550                                                                   | 2514-0000200 | STA  | \$1,000.000 | 0.500               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF CURB                                                        |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0560                                                                   | 2515-2475006 | SY   | \$52.500    | 2,550.000           | 2.610                 | 768.060                | 770.670                     | 770.670                       | \$137.03               | \$40,460.18               |
| DRIVEWAY, P.C. CONCRETE, 6 IN.                                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0570                                                                   | 2515-2475007 | SY   | \$54.000    | 1,047.000           | 0.000                 | 301.611                | 301.611                     | 301.611                       | \$0.00                 | \$16,286.99               |
| DRIVEWAY, P.C. CONCRETE, 7 IN.                                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0580                                                                   | 2515-6745600 | SY   | \$10.000    | 3,212.000           | 104.690               | 1,118.900              | 1,223.590                   | 1,223.590                     | \$1,046.90             | \$12,235.90               |
| REMOVAL OF PAVED DRIVEWAY                                              |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0590                                                                   | 2523-0000310 | EACH | \$1,235.000 | 6.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| HANDHOLES AND JUNCTION BOXES                                           |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0600                                                                   | 2524-6765110 | EACH | \$300.000   | 72.000              | 0.000                 | 16.000                 | 16.000                      | 16.000                        | \$0.00                 | \$4,800.00                |
| REMOVAL OF TYPE A SIGN                                                 |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0610                                                                   | 2524-6765210 | EACH | \$100.000   | 21.000              | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$400.00                  |
| REMOVAL OF TYPE A SIGN ASSEMBLY                                        |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0620                                                                   | 2524-9276010 | LF   | \$35.000    | 390.000             | 0.000                 | 100.000                | 100.000                     | 100.000                       | \$0.00                 | \$3,500.00                |
| PERFORATED SQUARE STEEL TUBE POSTS                                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 0630                                                                   | 2524-9276021 | EACH | \$100.000   | 39.000              | 0.000                 | 10.000                 | 10.000                      | 10.000                        | \$0.00                 | \$1,000.00                |
| PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION |              |      |             |                     |                       |                        |                             |                               |                        |                           |

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| 0640                                                     | 2524-9325001 | SF   | \$35.000      | 392.500             | 0.000                 | 120.500                | 120.500                     | 120.500                       | \$0.00                 | \$4,217.50                |
| TYPE A SIGNS, SHEET ALUMINUM                             |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0650                                                     | 2525-0000100 | LS   | \$100,000.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| TRAFFIC SIGNALIZATION                                    |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0660                                                     | 2527-9263109 | STA  | \$86.000      | 136.000             | 0.000                 | 18.610                 | 18.610                      | 18.610                        | \$0.00                 | \$1,600.46                |
| PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED    |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0670                                                     | 2527-9263117 | STA  | \$116.000     | 168.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAINTED PAVEMENT MARKINGS, DURABLE                       |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0680                                                     | 2527-9263137 | EACH | \$130.000     | 25.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0690                                                     | 2527-9263143 | EACH | \$185.000     | 25.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| PAINTED SYMBOLS AND LEGENDS, DURABLE                     |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0700                                                     | 2527-9270111 | STA  | \$83.000      | 168.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| GROOVES CUT FOR PAVEMENT MARKINGS                        |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0710                                                     | 2527-9270120 | EACH | \$220.000     | 25.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| GROOVES CUT FOR SYMBOLS AND LEGENDS                      |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0720                                                     | 2528-8445110 | LS   | \$75,000.000  | 1.000               | 0.253                 | 0.417                  | 0.670                       | 0.670                         | \$18,975.00            | \$50,250.00               |
| TRAFFIC CONTROL                                          |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0730                                                     | 2528-9290050 | CDAY | \$200.000     | 60.000              | 0.000                 | 38.000                 | 38.000                      | 38.000                        | \$0.00                 | \$7,600.00                |
| PORTABLE DYNAMIC MESSAGE SIGN (PDMS)                     |              |      |               |                     |                       |                        |                             |                               |                        |                           |

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| 0740                                                          | 2529-5070110 | SY   | \$100.000     | 51.000              | 0.000                 | 100.678                | 100.678                     | 100.678                       | \$0.00                 | \$10,067.80               |
| PATCHES, FULL-DEPTH FINISH, BY AREA                           |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0750                                                          | 2533-4980005 | LS   | \$600,000.000 | 1.000               | 0.000                 | 0.500                  | 0.500                       | 0.500                         | \$0.00                 | \$300,000.00              |
| MOBILIZATION                                                  |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0760                                                          | 2552-0000220 | CY   | \$75.000      | 975.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL                   |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0770                                                          | 2599-9999010 | LS   | \$15,000.000  | 1.000               | 0.000                 | 0.480                  | 0.480                       | 0.480                         | \$0.00                 | \$7,200.00                |
| ('LUMP SUM' ITEM): MAINTENANCE OF SOLID WASTE COLLECTION      |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0780                                                          | 2599-9999010 | LS   | \$1,850.000   | 1.000               | 0.500                 | 0.000                  | 0.500                       | 0.500                         | \$925.00               | \$925.00                  |
| ('LUMP SUM' ITEM): REMOVE AND REINSTALL ELECTRONIC SPEED SIGN |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0790                                                          | 2599-9999010 | LS   | \$7,200.000   | 1.000               | 0.180                 | 0.480                  | 0.660                       | 0.660                         | \$1,296.00             | \$4,752.00                |
| ('LUMP SUM' ITEM): SWPPP MANAGEMENT                           |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0800                                                          | 2599-9999010 | LS   | \$80,000.000  | 1.000               | 0.000                 | 0.440                  | 0.440                       | 0.440                         | \$0.00                 | \$35,200.00               |
| ('LUMP SUM' ITEM): VIBRATION MONITORING                       |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0810                                                          | 2601-2634105 | ACRE | \$4,110.000   | 2.630               | 0.000                 | 0.310                  | 0.310                       | 0.310                         | \$0.00                 | \$1,274.10                |
| MULCHING, BONDED FIBER MATRIX                                 |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0820                                                          | 2601-2639010 | SQ   | \$65.000      | 1,150.000           | 0.000                 | 355.720                | 355.720                     | 355.720                       | \$0.00                 | \$23,121.80               |
| SODDING                                                       |              |      |               |                     |                       |                        |                             |                               |                        |                           |
| 0830                                                          | 2601-2643110 | MGAL | \$75.000      | 690.000             | 0.000                 | 49.000                 | 49.000                      | 49.000                        | \$0.00                 | \$3,675.00                |
| WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION  |              |      |               |                     |                       |                        |                             |                               |                        |                           |

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| 0840                                                                  | 2602-0000150 | LF   | \$15.000     | 300.000             | 0.000                 | 75.000                 | 75.000                      | 75.000                        | \$0.00                 | \$1,125.00                |
| STABILIZED CONSTRUCTION ENTRANCE, EC-303                              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0850                                                                  | 2602-0000309 | LF   | \$3.000      | 10,000.000          | 35.000                | 315.000                | 350.000                     | 350.000                       | \$105.00               | \$1,050.00                |
| PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.               |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0860                                                                  | 2602-0000351 | LF   | \$0.010      | 10,000.000          | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0870                                                                  | 2602-0000500 | LF   | \$10.000     | 32.000              | 0.000                 | 16.000                 | 16.000                      | 16.000                        | \$0.00                 | \$160.00                  |
| OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602                       |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0880                                                                  | 2602-0000530 | EACH | \$95.000     | 110.000             | 0.000                 | 44.000                 | 44.000                      | 44.000                        | \$0.00                 | \$4,180.00                |
| GRATE INTAKE SEDIMENT FILTER BAG, EC-604                              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0890                                                                  | 2602-0010010 | EACH | \$600.000    | 1.000               | 0.000                 | 4.000                  | 4.000                       | 4.000                         | \$0.00                 | \$2,400.00                |
| MOBILIZATIONS, EROSION CONTROL                                        |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 0900                                                                  | 2602-0010020 | EACH | \$1,200.000  | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| MOBILIZATIONS, EMERGENCY EROSION CONTROL                              |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 8001                                                                  | 2599-9999005 | EACH | \$14,250.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$14,250.00               |
| ('EACH' ITEM): INTAKE, SW-506 MOD, CAST-IN-PLACE                      |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 8002                                                                  | 2435-0250610 | EACH | \$14,410.000 | 2.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| INTAKE, SW-506 MOD                                                    |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| 8009                                                                  | 2599-9999018 | SY   | \$0.300      | 19,678.000          | 0.000                 | 6,271.124              | 6,271.124                   | 6,271.124                     | \$0.00                 | \$1,881.34                |
| ('SQUARE YARDS' ITEM): (REINFORCEMENT ADJ)                            |              |      |              |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                 | Item ID      | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-------------------------------------------------------------|--------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 8010                                                        | 2430-0000100 | SF   | \$74.000    | 144.000             | 0.000                 | 144.000                | 144.000                     | 144.000                       | \$0.00                 | \$10,656.00               |
| MODULAR BLOCK RETAIN WALL                                   |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8011                                                        | 2599-9999005 | EACH | \$4,325.750 | 2.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$8,651.50                |
| ('EACH' ITEM): INSTALLATION AND REMOVAL OF TEMPORARY INTAKE |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8013                                                        | 2599-9999005 | EACH | \$3,300.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('EACH' ITEM): CONNECT TO EXISTING BOX CULVERT              |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8014                                                        | 2599-9999005 | EACH | \$3,829.650 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$3,829.65                |
| ('EACH' ITEM): MODIFY EXISTING INTAKE                       |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8015                                                        | 2599-9999005 | EACH | \$1,925.000 | 2.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$1,925.00             | \$1,925.00                |
| ('EACH' ITEM): REMOVE AND REINSTALL PUSHBUTTONS             |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8016                                                        | 2599-9999005 | EACH | \$8,730.150 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$8,730.15                |
| ('EACH' ITEM): 18" NYLOPLAST INTAKE W/ CONNECTION           |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8017                                                        | 2599-9999010 | LS   | \$544.500   | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$544.50                  |
| ('LUMP SUM' ITEM): POTHOLE UTILITIES                        |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8018                                                        | 2599-9999010 | LS   | \$1,485.000 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$1,485.00                |
| ('LUMP SUM' ITEM): STORM SEWER REMOVAL AND INSTALLATION     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8019                                                        | 2599-9999010 | LS   | \$6,510.570 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$6,510.57                |
| ('LUMP SUM' ITEM): 6" SANITARY SEWER SERVICE                |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8020                                                        | 2599-9999005 | EACH | \$562.650   | 13.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('EACH' ITEM): MH CASTING (MECHANICAL)                      |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                                             |              |      |             |                     |                       |                        |                             |                               | \$289,567.03           | \$2,355,247.33            |

| Line Number                                                                   | Item ID      | Unit | Unit Price | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-------------------------------------------------------------------------------|--------------|------|------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| Section: 0002 - STP-U-8477(615)--70-77, Roadway Items - Division 2            |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0910                                                                          | 2554-0114004 | LF   | \$65.000   | 35.000              | 7.000                 | 17.000                 | 24.000                      | 24.000                        | \$455.00               | \$1,560.00                |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.                    |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0920                                                                          | 2554-0114006 | LF   | \$60.000   | 101.000             | 24.000                | 124.000                | 148.000                     | 148.000                       | \$1,440.00             | \$8,880.00                |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.                    |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0930                                                                          | 2554-0114008 | LF   | \$55.000   | 558.000             | 78.000                | 462.000                | 540.000                     | 540.000                       | \$4,290.00             | \$29,700.00               |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.                    |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0940                                                                          | 2554-0114008 | LF   | \$80.000   | 455.000             | 0.000                 | 99.000                 | 99.000                      | 99.000                        | \$0.00                 | \$7,920.00                |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.: RESTRAINED JOINT  |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0950                                                                          | 2554-0114012 | LF   | \$80.000   | 3,703.000           | 0.000                 | 1,782.000              | 1,782.000                   | 1,782.000                     | \$0.00                 | \$142,560.00              |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.                   |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0960                                                                          | 2554-0114012 | LF   | \$105.000  | 631.000             | 0.000                 | 779.000                | 779.000                     | 779.000                       | \$0.00                 | \$81,795.00               |
| WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.: RESTRAINED JOINT |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0970                                                                          | 2554-0134008 | LF   | \$165.000  | 100.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER MAIN WITH CASING PIPE, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.   |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0980                                                                          | 2554-0134012 | LF   | \$240.000  | 100.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| WATER MAIN WITH CASING PIPE, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.  |              |      |            |                     |                       |                        |                             |                               |                        |                           |
| 0990                                                                          | 2554-0203000 | LB   | \$20.000   | 6,162.000           | 598.000               | 5,452.000              | 6,050.000                   | 6,050.000                     | \$11,960.00            | \$121,000.00              |
| FITTINGS BY WEIGHT, DUCTILE IRON                                              |              |      |            |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                              | Item ID      | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|--------------------------------------------------------------------------|--------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1000                                                                     | 2554-0207008 | EACH | \$2,700.000 | 12.000              | 0.000                 | 9.000                  | 9.000                       | 9.000                         | \$0.00                 | \$24,300.00               |
| VALVE, GATE, DIP, 8 IN.                                                  |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1010                                                                     | 2554-0207012 | EACH | \$4,500.000 | 9.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$22,500.00               |
| VALVE, GATE, DIP, 12 IN.                                                 |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1020                                                                     | 2554-0210201 | EACH | \$8,500.000 | 15.000              | 0.000                 | 10.000                 | 10.000                      | 10.000                        | \$0.00                 | \$85,000.00               |
| FIRE HYDRANT ASSEMBLY, WM-201                                            |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1030                                                                     | 2554-0211002 | EACH | \$1,750.000 | 6.000               | 0.000                 | 12.000                 | 12.000                      | 12.000                        | \$0.00                 | \$21,000.00               |
| FLUSHING DEVICE (BLOWOFF), 2 IN.                                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1040                                                                     | 2599-9999005 | EACH | \$6,500.000 | 2.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$6,500.00                |
| ('EACH' ITEM): PREPARE EXCAVATION FOR TAPPING SLEEVE & VALVE             |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1050                                                                     | 2599-9999005 | EACH | \$410.000   | 51.000              | 2.000                 | 22.000                 | 24.000                      | 24.000                        | \$820.00               | \$9,840.00                |
| ('EACH' ITEM): TAP FEE, 1-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1060                                                                     | 2599-9999005 | EACH | \$1,725.000 | 3.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('EACH' ITEM): TAP FEE, 2-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1070                                                                     | 2599-9999005 | EACH | \$3,800.000 | 11.000              | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$19,000.00               |
| ('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, OPPOSITE SIDE       |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1080                                                                     | 2599-9999005 | EACH | \$3,000.000 | 40.000              | 1.000                 | 17.000                 | 18.000                      | 18.000                        | \$3,000.00             | \$54,000.00               |
| ('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, SAME SIDE           |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1090                                                                     | 2599-9999005 | EACH | \$5,400.000 | 1.000               | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 2-IN, OPPOSITE SIDE       |              |      |             |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                                                            | Item ID      | Unit | Unit Price  | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|----------------------------------------------------------------------------------------|--------------|------|-------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 1100                                                                                   | 2599-9999005 | EACH | \$3,400.000 | 2.000               | 1.000                 | 0.000                  | 1.000                       | 1.000                         | \$3,400.00             | \$3,400.00                |
| ('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 2-IN, SAME SIDE                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1110                                                                                   | 2599-9999005 | EACH | \$6,100.000 | 1.000               | 1.000                 | 1.000                  | 2.000                       | 2.000                         | \$6,100.00             | \$12,200.00               |
| ('EACH' ITEM): WATER SERVICE TRANSFER, EQUAL TO OR GREATER THAN 3, SAME SIDE           |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1120                                                                                   | 2599-9999009 | LF   | \$45.000    | 1,005.000           | 0.000                 | 436.000                | 436.000                     | 436.000                       | \$0.00                 | \$19,620.00               |
| ('LINEAR FEET' ITEM): REMOVAL OF EXISTING WATER MAIN IN CONFLICT WITH NEW CONSTRUCTION |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 1130                                                                                   | 2599-9999020 | TON  | \$65.000    | 100.000             | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| ('TONS' ITEM): FOUNDATION ROCK                                                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8003                                                                                   | 2504-0114018 | LF   | \$572.000   | 20.000              | 0.000                 | 0.000                  | 0.000                       | 0.000                         | \$0.00                 | \$0.00                    |
| SAN SWR G-MAIN, TRENCHED, PVC, 18"                                                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8004                                                                                   | 2554-0112008 | LF   | \$247.500   | 8.000               | 0.000                 | 5.000                  | 5.000                       | 5.000                         | \$0.00                 | \$1,237.50                |
| WATER MAIN, TRENCHED, DIP, 8"                                                          |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8005                                                                                   | 2554-0112012 | LF   | \$154.000   | 260.000             | 0.000                 | 280.000                | 280.000                     | 280.000                       | \$0.00                 | \$43,120.00               |
| WATER MAIN, TRENCHED, DIP, 12"                                                         |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8006                                                                                   | 2554-0207006 | EACH | \$3,509.000 | 3.000               | 0.000                 | 2.000                  | 2.000                       | 2.000                         | \$0.00                 | \$7,018.00                |
| VALVE, GATE, DIP, 6"                                                                   |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8007                                                                                   | 2554-0112012 | LF   | \$176.000   | 83.000              | 0.000                 | 72.000                 | 72.000                      | 72.000                        | \$0.00                 | \$12,672.00               |
| WATER MAIN, TRENCHED, DIP, 12": (RESTRAINED JOINT)                                     |              |      |             |                     |                       |                        |                             |                               |                        |                           |
| 8008                                                                                   | 2599-9999005 | EACH | \$1,760.000 | 8.000               | 0.000                 | 10.000                 | 10.000                      | 10.000                        | \$0.00                 | \$17,600.00               |
| ('EACH' ITEM): 32 LB MAGNESIUM ANODE                                                   |              |      |             |                     |                       |                        |                             |                               |                        |                           |

| Line Number                                         | Item ID      | Unit | Unit Price   | Authorized Quantity | Current Paid Quantity | Previous Paid Quantity | Total Quantity Paid To Date | Total Quantity Placed To Date | Current Payment Amount | Total Amount Paid To Date |
|-----------------------------------------------------|--------------|------|--------------|---------------------|-----------------------|------------------------|-----------------------------|-------------------------------|------------------------|---------------------------|
| 8012                                                | 2599-9999005 | EACH | \$10,859.750 | 1.000               | 0.000                 | 1.000                  | 1.000                       | 1.000                         | \$0.00                 | \$10,859.75               |
| ('EACH' ITEM): WATER MAIN, CONNECT TO EXISTING MAIN |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                                     |              |      |              |                     |                       |                        |                             |                               | \$31,465.00            | \$763,282.25              |
| Section: 3 - Description                            |              |      |              |                     |                       |                        |                             |                               |                        |                           |
| Section Totals:                                     |              |      |              |                     |                       |                        |                             |                               | \$0.00                 | \$0.00                    |
| Total Payments:                                     |              |      |              |                     |                       |                        |                             |                               | \$321,032.03           | \$3,118,529.58            |

Time Charges

| Time Limit                                                                 | Original Deadline | Authorized Deadline | Charges This Period | Damages This Period | Days Completed To Date | Days Remaining To Date | Damages To Date |
|----------------------------------------------------------------------------|-------------------|---------------------|---------------------|---------------------|------------------------|------------------------|-----------------|
| Working Days, Late Start Date - 05/06/2024, Liquidated Damage Rate - 2,500 | 300.0 Days        | 298.0 Days          | 18.0 Days           | \$0.00              | 210.5 Days             | 87.5 Days              | \$0.00          |
| Total Damages:                                                             |                   |                     |                     |                     |                        |                        | \$0.00          |

Stockpiles

| Stockpile         | Fund Package                                    | Current Advancements | Advancements To Date | Current Recoveries | Recoveries To Date |
|-------------------|-------------------------------------------------|----------------------|----------------------|--------------------|--------------------|
| #1 - 2554-0203000 | 77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615 | \$0.00               | \$12,845.16          | \$0.00             | \$12,845.16        |
| Totals:           |                                                 | \$0.00               | \$58,873.55          | \$0.00             | \$26,041.09        |

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

Summary

|                                |              |
|--------------------------------|--------------|
| Current Approved Work:         | \$321,032.03 |
| Current Stockpile Advancement: | \$0.00       |
| Current Stockpile Recovery:    | \$0.00       |
| Current Retainage:             | \$0.00       |
| Current Retainage Released:    | \$0.00       |
| Current Liquidated Damages:    | \$0.00       |
| Current Adjustment:            | \$0.00       |
| Current Payment:               | \$321,032.03 |
| Previous Payment:              | \$336,823.60 |

|                                |                |
|--------------------------------|----------------|
| Approved Work To Date:         | \$3,118,529.58 |
| Stockpile Advancement To Date: | \$58,873.55    |
| Stockpile Recovery To Date:    | \$26,041.09    |
| Retainage To Date:             | \$30,000.00    |
| Retainage Released To Date:    | \$0.00         |
| Liquidated Damages To Date:    | \$0.00         |
| Adjustments To Date:           | \$0.00         |
| Payments To Date:              | \$3,121,362.04 |
| Previous Payments To Date:     | \$2,800,330.01 |

Funding Details

|                                                  |              |
|--------------------------------------------------|--------------|
| 77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615: | \$289,567.03 |
| 77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615: | \$31,465.00  |
| 77-8477-615-CAT-3 NON-PARTICIPATING:             | \$0.00       |
| Current Payment:                                 | \$321,032.03 |

|                                                          |                |
|----------------------------------------------------------|----------------|
| 77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615 To Date: | \$2,447,754.58 |
| 77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615 To Date: | \$670,775.00   |
| 77-8477-615-CAT-3 NON-PARTICIPATING To Date:             | \$0.00         |
| Payments To Date:                                        | \$3,118,529.58 |

**CONTRACTOR'S CERTIFICATION:**

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

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

**ENGINEER'S CERTIFICATION:**

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

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

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

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

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



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Resolution No. 2025-67 - A Resolution Authorizing the Mayor to  
Execute a Settlement Agreement on Behalf of the City of Windsor Heights

**GENERAL INFORMATION**

**ATTACHMENTS**

1. Resolution No. 2025-67 Authorize Mayor to Sign Settlement

RESOLUTION NO. 2025-67

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT ON BEHALF OF THE CITY OF WINDSOR HEIGHTS**

WHEREAS, the City of Windsor Heights (“City”) is a party to certain legal proceedings and has engaged in negotiations to resolve the matter of Smith v City of Windsor Heights; and

WHEREAS, the City Council has reviewed the terms and conditions of the proposed settlement agreement and finds that it is in the best interests of the City to resolve the dispute under the terms presented; and

WHEREAS, the City Council desires to authorize the Mayor to execute the settlement agreement on behalf of the City.

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

The City Council hereby approves the settlement agreement substantially in the form presented to the Council.

The Mayor is authorized and directed to execute the settlement agreement and any related documents necessary to effectuate the settlement on behalf of the City.

City staff and legal counsel are authorized to take such additional actions as are necessary to carry out the terms of the settlement agreement.

Passed and approved the 18<sup>th</sup> day of August, 2025.

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Mike Jones, Mayor

Attest:

---

Adam Strait, City Clerk



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve 64th Street ROW Ash Trees Emerald Ash Borer Treatment Proposal

**GENERAL INFORMATION**

Previously, the City has been treating 7 ROW ash trees on 64th St. This practice dropped off due to staff turnover. The trees were recently evaluated by an arborist and determined to be healthy enough to continue treatment with a reasonable chance of success. Staff has sought pricing for treatment of the trees and plans to proceed with the unbudgeted treatment barring City Council concern. Annual treatment is planned to be included in the budget going forward.

**ATTACHMENTS**

1. City of Windsor Heights Job #13168



## 2025 EAB

**Date** 8/14/2025  
**Customer** Adam Plagge | City of Windsor Heights | 1145 66th St, Ste 1 | Windsor Heights, IA 50324  
**Property** City of Windsor Heights | 1145 66th St, Suite 1 | Windsor Heights, IA 50324  
**Sales Rep** Seth Balvanz  
**Sales Rep Phone No.** (515) 204-8113

### EAB Trunk Injection

Tree Locations: ROW on 64th Street-

-1317 (2) Ash

-1315 (1) Ash

-1311 (1) Ash

-1303 (3) Ash

Trunk inject the selected tree(s) with a systemic insecticide to control the pest population. Treatment should be applied April through October and is effective for up to two full growing seasons.

**EAB Trunk Injection Price: \$1,908.00**

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**Subtotal \$1,908.00**

**Estimated Tax \$0.00**

**Total \$1,908.00**

# Terms & Conditions



Wright Outdoor Solutions (WOS) takes great pride in taking care of your property. We look at doing business with you as a partnership where there are certain responsibilities for both WOS and our Clients. Approval of the proposal is considered acceptance of the terms and conditions noted below. Please read and follow the terms and conditions outlined. If you have any questions, do not hesitate to call.

- 1. Estimates** - Estimates are valid for 30 days from the original date of proposal and are based on current material availability and pricing. If materials increase in cost by more than 10% or are unavailable at the time of work, a substitution will be offered of equal value.
- 2. Down Payment** - Projects with landscape or holiday décor require a 40% down payment to order materials, authorize work and secure a spot on the installation schedule.
- 3. Change Orders** - Additional materials and/or labor charges may apply as a result of unforeseen site conditions or at the request of the Client. Prior to obtaining additional materials or completing the work, the Client will be notified and a change order (CO) defining the scope of the additional services/materials will be provided. The CO scope of work will not continue until authorization is given. If authorization is not received within 24 hours of the CO being sent, project work may be delayed.
- 4. Hard Surface Agreement** - WOS requests permission to access the existing hardscape surfaces (driveways, sidewalks, patio's, etc) for staging and transporting materials for the duration of the project. We have no knowledge of the strength of your driveway and will not be held liable for damages that may occur. Limiting access may result in additional installation charges, if necessary. The equipment used could include, but is not limited to Aerial lifts, Bucket Truck, Track Lift and others that weigh in excess of 60,000 lbs.
- 5. Turf Agreement** - WOS will attempt to minimize all disturbances to the Client's lawn. However, we do require the use of vehicles and specialized equipment to perform services safely. WOS shall not be liable for damages to landscaping, sod and plant material in the execution of work (i.e. ruts in yard). Repairs are not included in the scope of work, unless specified on the proposal.
- 6. Public Utilities** - When digging, WOS is required by law to contact Iowa One Call to locate all public utilities (phone, gas, electric, etc.).
- 7. Private Utilities** - Client is responsible for locating all private utilities at their cost (irrigation systems, septic systems, geo-thermal lines, pet containment fences, outdoor lighting, private gas, electrical lines, and any other such utility) on site. WOS will not be held responsible for unmarked or mismarked private utilities. Client is responsible for any damage or injury caused by private utilities not installed to code (i.e. proper depth, approved materials, etc).
- 8. Irrigation** - If existing irrigation heads and lines must be relocated for completion of the project and WOS has not been contracted to do the relocation, scheduling and associated costs are the sole responsibility of the Client and must be completed prior the start of work by WOS.
- 9. Property Surveys** - Any required property surveys will be at the cost of the Client and are not included in this bid.
- 10. Subcontractors** - WOS may employ subcontractors for portions of the project at its discretion.
- 11. Schedule** - WOS will work to complete the project as scheduled. Weather, material availability and changes to the scope of the project may require revisions to the schedule. If WOS is unable to provide scheduled service due to unmarked private utilities, inhibited site access, failure to remove personal items (including furniture or structures in the project area), or if pets are located within the project area and inhibit completion of a scheduled service, a trip fee will be charged.
- 12. Client Rescheduling** - If Client has a special event or will be away from job location and would like to reschedule services, it is the responsibility of the Client to contact WOS for schedule changes. Landscape design projects require a 7-day minimum notice or could result in major delay of project and/or additional charges. All other services require a 48 hour minimum notice or could result in delay of project and/or additional charges.
- 13. Cancellation** - Unless otherwise stated in your contract, a 7-day written notice is requested to cancel any service. If any work has already been completed, Client is responsible for the full cost of labor and materials installed. Special order items that have already been purchased by WOS cannot be canceled regardless of written notice and will be charged to the client.
- 14. Warranty** - Details regarding our plant and hardscape material warranties can be found on our website.



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Approval of Liquor License - Super Quick Mart - 7690  
Hickman Rd

**GENERAL INFORMATION**

The applicant was invited to and has indicated he plans to attend this meeting to address any questions.

Attached:

1. Application
2. History of Violations and Compliance Checks

**ATTACHMENTS**

1. Super Quick Mart App-223533
2. Super Quick Mart - Violation & Compliance Check History



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY

UTRAJ LLC

NAME OF BUSINESS(DBA)

Super Quick Mart

BUSINESS

(925) 351-3354

ADDRESS OF PREMISES

7690 Hickman Rd.

PREMISES SUITE/APT NUMBER

CITY

Windsor  
Heights

COUNTY ZIP

Polk 50324

MAILING ADDRESS

7690 Hickman Rd.

CITY

Windsor Heights

STATE

Iowa

ZIP

50324

## Contact Person

NAME

Utkarsh Mahajan

PHONE

(925) 351-3354

EMAIL

superquickmart.ia@gmail.com

## License Information

LICENSE NUMBER

LE0003118

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted  
to Local  
Authority

EFFECTIVE DATE

Aug 24, 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

### Super Quick Mart - Violation History

February 15, 2022: Incident Report Case Number 22-00097

- Incident: Alcohol sold to a minor by a clerk (non-compliance check, call for service).
- Enforcement Outcome: \$500 civil penalty issued by court and paid to the Iowa Department of Revenue (IDR).

June 3, 2023: Incident Report Case Number 23-00284

- Incident: Alcohol and vape products sold to a minor, discovered during a traffic stop by police officers. Clerk cited for selling to a minor and incident reported to State.
- Enforcement Outcome: \$1,500 civil penalty imposed by court, paid to IDR.

June 14, 2023 – Call for Service Number 20230614-0401

- Incident: Clerk sold **tobacco** to a minor during an I-PLEDGE tobacco compliance check; resulted in a civil penalty

August 25, 2023: Call for Service Number 20230825-0249

- Incident: Parent reported Super Quick Mart selling liquor to their son and friends from Van Meter. Documented but no further action taken.
- Enforcement Outcome: No immediate penalty documented; incident reported to WHPD.

September 27, 2023

- Incident: IDR issued a formal notice imposing a \$1,500 civil penalty and a 30-day suspension of alcohol sales.
- Enforcement Outcome: Administrative sanction applied.

May 12, 2024

- Incident: Parent called to report their 15-year-old daughter bought alcohol from Super Quick Liquor

October 23, 2024

- Incident: Super Quick Liquor passed a formal alcohol compliance check.
- Enforcement Outcome: No violations noted.

January 10 to February 9, 2025

- Incident: Alcohol sales suspended per IDR administrative order.
- Enforcement Outcome: 30-day suspension served.

March 12, 2025 – Call for Service Number 20250312-0355

- Incident: Clerk sold **tobacco** to a minor during an I-PLEDGE compliance check.

June 5, 2025

Clerk passed alcohol compliance check. Reported to state as compliant.



**STAFF REPORT  
CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL  
FROM: Adam Plagge, City Administrator  
SUBJECT: Consideration of 2025 Employee Handbook

**GENERAL INFORMATION**

When the Employee Handbook was last revised in July 2024, staff indicated the intention to conduct an annual review of the handbook and bring any additional changes to City Council on an annual basis.

The proposed 2025 Handbook update primarily corrects typos, provides clarifications, and makes minor revisions to the 2024 Employee Handbook. A couple of notable revisions are highlighted below:

1. Various minor updates to alcohol/drug testing procedures.
2. Conversion of PTO for birth or adoption of child from 28 days to 224 hours to account for the difference in shift lengths across departments.

If approved, the handbook shall be reprinted and staff shall receive and sign acknowledgment of the revised Handbook.

**ATTACHMENTS**

1. WHeights Handbook Draft 2025 Updates Final



W I N D S O R  
H E I G H T S

## EMPLOYEE HANDBOOK

Adopted August 2025

## **Welcome!**

Welcome to the City of Windsor Heights! We are delighted you have chosen to join our organization and hope you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further the City's goals.

You are joining an organization that strives to provide our residents, businesses, and visitors with a safe environment and exceptional city services through our team approach. The result is a unique, sustainable, and vibrant community! We sincerely hope you will take pride in being an important part of the community of Windsor Heights.

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## Introduction

### Purpose

The purpose of these policies and procedures is to establish a fair and equitable system of personnel administration that will facilitate efficient and effective public service for the City. This handbook was written for all City of Windsor Heights ("City") employees regardless of status, excluding elected officials, commission members and volunteers. Employees are expected to read this handbook and retain it for future reference. Should an employee have any questions regarding any policies, they should speak to their supervisor, Department Head, Human Resources, or City Administrator. If at any time there is a conflict between this handbook and an applicable state or federal statute, the terms of the statute will govern in all cases.

In the event any policies contained in this handbook differ from the terms of a collectively bargained agreement, the Collective Bargaining Agreement (CBA) entered into according to the Iowa Public Employment Relations Act (Iowa Code Chapter 20) shall apply to employees included in the CBA group.

This Handbook should be retained for future reference alongside other departmental policies and written communications regarding employee policies.

## **Adoption and Policy Amendment**

These policies and procedures are adopted by resolution of the Windsor Heights City Council ("City Council or Council"). Policy amendments shall become effective upon consideration and adoption by the Council. City Council action will approve exceptions to policies or procedures outlined in this manual.

The City reserves the right to amend, rescind, or modify any of these policies, practices, or benefits at any time with or without prior notice. If you are uncertain about any policy or procedure, please check with your Department Head or the City Administrator.

## **At-Will Employment**

Employment with the City of Windsor Heights is at-will and can be terminated at any time with or without cause without prior notice by either the employee or the City, except as otherwise provided by law or the terms of a collective bargaining agreement. This handbook is not a contract guaranteeing employment for any specific duration. Nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook supersedes any and all prior handbooks, written documents (with the exception of a duly authorized Collective Bargaining Agreement), or oral or implied representations that might otherwise contradict the at-will nature of employment.

# **Equal Opportunity and Commitment to Diversity**

## **Equal Employment Opportunity (EEO)**

The City provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, gender identity, genetic information, service in the military, or any other characteristic protected by law.

Equal employment opportunity applies to all terms and conditions of employment, including:

- Recruitment

- Employment
- Promotion
- Transfer
- Training
- Working conditions
- Wages and salary administration
- Employee benefits and application of policies

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with the City.

The City expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties will not be tolerated.

#### **Remedies**

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their immediate Supervisor, Department Head, or the City Administrator. Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. The City will promptly, thoroughly, and fairly investigate every issue brought to its attention in this area and will take corrective action, when appropriate, up to and including termination of employment.

## **Americans with Disabilities Act (ADA) and Reasonable Accommodation**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA) are federal laws that require employers not to discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position. To ensure equal employment opportunities to qualified individuals with a disability, the City will make reasonable ~~aeecommodations~~[accommodation](#) for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the organization would result. Employees who may require reasonable accommodation should contact their immediate Supervisor, Department Head, or the City Administrator.

On receipt of an accommodation request, the Department Head will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability. Medical certification from the employee's physician may be required. The Department Head, City Administrator and physician, counselor or other appropriate professional will determine the feasibility of the requested accommodation, considering factors, including, but not limited to, the nature and cost of the accommodation requested, the availability of outside funding, the City's overall financial resources and the accommodation's impact on the operation of the City, including the impact on the ability of other employees to perform their duties.

## Commitment to Diversity

The City is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the organization and are valued for their skills, experience, and unique perspectives. This commitment is embodied in City policy and the way we do business in the City and is an important principle of sound business management.

## Harassment Prevention

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, religion, sex, sexual orientation, gender identity, age, qualified disability, national origin, veteran status, genetic information, or other characteristic protected by law, is prohibited.

It is the City's policy to provide a work environment free of sexual and other harassment. To that end, harassment of City employees by management, coworkers, or non-employees who are in the workplace is prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment or discrimination complaint will not be tolerated. Based upon the seriousness of the offense, the City will take corrective action, when appropriate, up to and including termination of employment.

**Definition of Unlawful Harassment.** "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to: epithets, slurs, jokes, pranks, innuendo, comments, written or graphic material, stereotyping, or other threatening, hostile, or intimidating acts based on any protected characteristics listed above, or other characteristics protected by law.

**Definition of Sexual Harassment.** "Sexual harassment" is defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that may constitute sexual harassment

depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
  - Unwelcome, unwanted physical contact, including but not limited to, touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling;
  - Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
  - Displaying sexually suggestive objects, pictures, or cartoons;
  - Leering, whistling, sexual gestures, or suggestive or insulting comments;
  - Inquiries into one's sexual experiences; ~~and~~
  - Discussion of one's sexual activities; ~~and~~.
- Sexual harassment includes the foregoing conduct regardless of whether the persons involved are of the opposite sex or same sex.

## Harassment and Discrimination Complaint Procedure

All employees of the City, both management and non-management, are responsible for assuring that a workplace free of harassment and discrimination is maintained. Any employee who believes they have been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested, and encouraged to make a complaint. You may bring your complaint directly to your immediate Supervisor or Department Head, the City Administrator, or any other member of management with whom you feel comfortable bringing such a complaint. Nothing in this policy requires any person complaining of harassment, sexual or otherwise, to report the matter to the individual who is the subject of the complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

Whenever the City is made aware of a situation that may violate this policy, it will conduct a thorough and objective investigation. The employee subject to the complaint may be placed on administrative leave during the pendency of the investigation. If the City determines that prohibited harassment has occurred, it will take appropriate action against any person found to have engaged in harassment. The type of discipline administered will be dependent upon the severity of the conduct, as well as any other factors presented in particular circumstances. All complaints and investigations are treated confidentially to the extent possible, however confidentiality cannot be promised. The City will take adequate steps to ensure that the complainant and witnesses are protected from retaliation during and after the investigation.

**Supervisor Responsibility.** Supervisors must deal expeditiously and fairly when they have any knowledge of behavior or conduct that may violate City policy within their departments, whether or not there has been a formal complaint. They must:

1. Take all complaints or concerns of alleged or possible discrimination or harassment seriously no matter how minor or who is involved.
2. Report all incidents to the City Administrator immediately so that a prompt investigation can occur and be documented.

3. Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.

Supervisors are responsible for exerting their authority and enforcing this policy when aware of discrimination or harassment, including when the person discriminating, or the harasser is another Supervisor. Supervisors who knowingly allow or tolerate inappropriate behavior including but not limited to discrimination, harassment, or retaliation, including the failure to immediately report such misconduct are in violation of this policy and subject to discipline up to and including termination.

**Prohibited Retaliation.** The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity, for making a good-faith complaint or report of discrimination or harassment, or for assisting in the investigation of any such complaint or report. If an employee feels they have been subjected to any such retaliation, they should bring it to the attention of the City Administrator.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process. “Adverse conduct” includes but is not limited to:

- shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; or
- denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above. All complaints will be investigated promptly and, to the extent possible, with regard to confidentiality. If the investigation confirms conduct contrary to this policy has occurred, the City will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

## Whistleblower

A whistleblower as defined by this policy is an employee of the City of Windsor Heights who reports an activity that they consider to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact their Department Head or the City Administrator. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to corrective action up to and including termination.

The City will not retaliate against a whistleblower who filed a good-faith complaint. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of

physical harm. Any whistleblower who believes they are being retaliated against must contact their Department Head or the City Administrator immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

## **Veterans' Preference**

Any honorably discharged veteran, as defined in Iowa Code Chapter 35C of the Code of Iowa, shall be entitled to preference in appointment, employment, and promotion over other applicants of no greater qualifications in accordance with Iowa Code Chapter 35C.

# **Conflicts of Interest and Ethical Business Practices**

## **Conflicts of Interest**

The City expects all employees to conduct themselves and City business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests as set forth in Iowa Code §68B.2A.

The City recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the City, however your outside employment must not conflict with the interests of the City or interfere with the performance of your duties with the City.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a Supervisor for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. No employee or employee's relative or partner shall hold any public office within the City government, or any other office, which may create a conflict of interest.
2. Holding a substantial interest in, or participating in the management of, a firm to which the City makes sales or from which it makes purchases.
3. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
4. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the City.
5. Using one's position in the City or knowledge of its affairs for personal gains.
6. For a vendor to work as an employee, consultant, independent contractor or in any other additional capacity with the City.

## Code of Ethics

The City expects all team members to display honesty and integrity at all levels. We value trustworthiness and expect ethical conduct. Employees must always act honorably in business interactions with team members, constituents, vendors, and others.

Proper conduct includes strict compliance with the spirit and letter of the laws and regulations pertinent to the City's business activities. It also means your business practices reflect the highest standards of integrity, are honest, and are ethical. The City's commitment to professional conduct is outlined below, although this is not to be an exhaustive list of ethical behaviors expected:

- You shall be impartial and dedicated to the best interests of the City. You shall conduct yourself, both inside and outside the City's service, so as not to cause distrust of your impartiality or of your dedication to the City's best interests.
- You shall affirm the dignity and worth of the services rendered by the government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
- You shall carry out the established policies of the City.
- You shall buy without prejudice, seeking to obtain the maximum value for each expenditure of public funds.
- You shall never engage in acts of corruption or bribery, nor will you condone such acts by other employees.
- You shall not directly or indirectly accept or receive any gift or series of gifts, as defined in Section 68B.22 of the Code of Iowa. This includes special discounts or offers that are not available to the general public.
- You shall be responsible for your own standard of professional performance and will take every reasonable opportunity to enhance and improve your level of knowledge and competence.
- You shall be responsible for being familiar with the laws applicable to your area of work, complying with such laws and maintaining the highest level of honesty and integrity in your business conduct.
- You shall promptly report to management when there is a reason to believe a violation of law, regulation, policy, or the Code has occurred or may have occurred.

Employees may not engage in any outside employment or an activity that involves the use of the City's time, facilities, equipment, and supplies or the use of the City badge, uniform, business card, or other evidences of office or employment to give the person or member of the person's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public.

Failure to adhere to ethical conduct expectations can result in corrective action up to and including termination.

## Political Activities

**Campaign Activities.** You have a right to express your individual opinions on political issues and candidates, however, in accordance with Section 721.3 of the Iowa Code, candidates or committee members cannot solicit contributions or receive political support from you during work hours.

Employees may participate in, or contribute to, the election or appointment of public officials; however, employees shall not solicit political contributions while on the job or while using City equipment. Political activity must not interfere with normal work duties. No city employee will be forced or compelled to take part in political campaigns to favor the appointment or election of candidates for any office.

**Candidates for Office.** Should the employee file papers or campaign for elected office for the City of Windsor Heights, the employee will be required to take an immediate, unpaid leave of absence until after the election. Should the employee be elected, said employee will be separated from employment effective with the elected official's oath of office. The leave without pay begins upon either an announcement of candidacy or filing of a petition for office. However, this will not be later than 30 days before the primary or general election day, and it continues until the employee is no longer a candidate.

If elected, the employee may be required to resign their city ~~position~~ position according to the Iowa Code chapter 372 and the incompatibility of offices doctrine.

However, the employee may be a candidate for a non-city, non-partisan office that is not related to their employment. If this is the case, they will not be required to take the leave of absence without pay, as long as they do not campaign while on duty as an employee or let their duties interfere with their city job responsibilities. Leave requests for candidacy and service will be granted in accordance with Iowa Code chapter 55.

**Political Activities Not Affected.** Employees are not prohibited from:

- Becoming or continuing to be a member of a political club or organization;
- Attending a political meeting;
- Enjoying entire freedom from all interference in casting their vote;
- Seeking signatures ~~to~~ for any initiative or referendum petition directly affecting their rates of pay, hours of work, retirement, or other working conditions; or,
- Distributing badges, pamphlets, dodgers, or handbills or other participation in any campaign or campaign in connection with a petition, if the activity is not carried out during hours of work or on City property.
- Seeking elected municipal office outside of Windsor Heights

If employees are unsure about whether an activity might violate this policy, ~~or~~ if employees have questions about this policy, they should speak with their Department Head or the City Administrator.

## Outside Employment

Employees are permitted to have outside employment as long as it does not interfere with their job performance or result in a conflict of interest with the City. If a situation arises where there is a potential conflict of interest, the employee should discuss this with their Supervisor or the City Administrator for advice and guidance on how to proceed. Employees with outside employment are expected to work their assigned schedules. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to corrective action, up to and including termination.

## Use of City Property

You must protect City-owned and private property located on agency work sites or other City premises. Therefore, the following are prohibited: unauthorized use, abuse, misuse, or waste of property or materials; unauthorized possession or sale of items; and unlawful operation or use of City vehicles and equipment for other than City business or approved use. You must use the City's long-distance service and City-owned cellular phones for official City business only. You must keep local personal calls from City office phones to a minimum. City postage stamps and metered mail are for official business only. You must check out City equipment through a management representative before removal from the premises. You may not take equipment off the premises for personal use.

# Employment Relationship

## Employment Classification

It is the intent of the City to define the employment classifications so that employees understand their employment status and benefits eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment relationship at will at any time and for any reason is retained by both the employee and the City of Windsor Heights.

### Fair Labor Standards Act (FLSA) Job Classifications

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws:

- **Nonexempt:** Employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.
- **Exempt:** Employees who hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor that allows for an exemption from the minimum wage and overtime provisions of the FLSA; these employees are paid on a salaried basis.

## Employee Job Categories

The City of Windsor Heights has established the following categories for employees:

- **Regular Full-time:** Employees who are regularly scheduled to work a minimum of 30 hours per week. Generally, they are eligible for the full benefits package, subject to the terms, conditions, and limitations of each benefit program.
- **Regular Part-time:** Employees who are regularly scheduled to work an average of less than 30 hours per week. Regular Part-time employees are eligible to participate in some of the benefits offered by the City, subject to the terms, conditions, and limitations of the program.
- **Paid-On-Call:** Employees who are in the Fire Department receive an hourly rate of pay for time they are responding to calls and during department approved training or other assignments. Paid-on-call employees are not eligible to participate in any of the City's benefits programs.
- **Temporary:** Employees who are hired on a full- or part-time basis to work on a specific project for a period of up to one hundred eighty (180) days or the pay limit established under IPERS. Additional time may be allowed with the approval of the Council. Temporary employees are not eligible to participate in any of the City's benefits programs.
- **Seasonal:** Employees who are hired to temporarily supplement the workforce or to assist in the completion of a specific project and are temporarily scheduled to work the City's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Seasonal employees are not eligible to participate in any of the City's benefits programs.
- **Terminal:** Employees who are retired and elect to have the balance of their accrued leaves paid in regular disbursements instead of a lump sum. Terminal employees are not eligible to participate in any of the City's benefits programs unless mandated by law.

## Work Week and Hours of Work

The standard workweek is from Saturday 12:00 a.m. until Friday 11:59 p.m. and generally consists of 40 work hours. The general hours of operation for City offices are from 8:00 a.m. until 4:30 p.m. Monday through Friday. Individual work schedules may vary depending on the needs of each department. Hours may be further determined due to factors such as operational demands, at the discretion of the appropriate Department Head.

Work break schedules shall be determined on a departmental basis and shall be the responsibility of the Department Head to oversee. Any non-standard schedules or non-traditional work arrangements must be approved by the City Administrator.

Summer hours will entail City offices closing at 3:00 p.m. on Fridays from May through September. City offices may occasionally be closed [by](#)with approval of the City Administrator due to training, staffing issues, or inclement weather.

## Paycheck Information

**Pay dates.** The City's pay date for all employees is biweekly on Friday. If a payday falls on a Federal holiday, employees will receive their paycheck on the preceding workday.

**Reporting Errors.** Any errors in the processing or calculations of the payroll check should be reported to the employee's supervisor and/or the Finance Officer immediately.

**Direct Deposit.** All employees are required to utilize direct deposit for paychecks. You may direct deposit in up to two separate accounts; all first-time direct deposit requests require pre-authorization on the account. Employees will receive a hardcopy payroll check until the authorization is successfully confirmed, usually prior to a second paycheck.

**Payroll Check Deductions.** Deductions from an employee's payroll check may consist of:

- statutory deductions such as federal, state, and local taxes;
- court-ordered withholdings;
- employee's elective benefit plans: cost-sharing portion or retirement plan contributions;
- any other deductions required by law.

## Time Records

All non-exempt employees are required to complete accurate weekly time reports showing all time actually worked and leave time taken. These records are required by governmental regulations and are used to calculate regular and overtime pay. All exempt employees must accurately report any leave time taken in a pay period. At the end of each pay period, the employee and their supervisor must sign the timesheet attesting to its correctness or use the City's digital time recording program. No one may record hours on another's timesheet, without approval from the Department Head. Tampering with another's timesheet is cause for disciplinary action up to and including termination, of both employees. In the event of an error in recording time, the employee will notify their supervisor.

## Overtime

When required due to the needs of the organization, employees may be required to work additional hours. In accordance with the Fair Labor Standards Act, all non-exempt employees, except those covered by a Collective Bargaining Agreement or those who elect to receive compensatory time, will be paid overtime compensation at the rate of one and one-half their regular rate of pay for all hours over 40 actually worked, inclusive of holiday pay, in a single workweek.

- Paid leave, ~~such as holiday~~, Paid Time Off (PTO), bereavement time, and jury duty does not apply toward work time.

All overtime work must be approved in advance (when possible) by an employee's supervisor.

### **Schedule and Overtime for Fire Department Employees per the 2025-2026 Union**

**Agreement:** The regular workday and work schedule rotation for full-time Fire Department employees shall consist of 48 hours on followed by 96 hours off. As per allowances within

FLSA Section 7(k), each 14-day work period for Fire Department employees shall consist of up to 106 actual hours worked before overtime shall be due to an employee. Overtime shall be paid at the rate of one and one-half (1 ½) the employee's straight time hourly rate for all work performed in excess of 106 hours per work period. Overtime shall not be paid more than once for the same hours worked. Vacations, ~~and leaves,~~ and holiday are not considered time worked for the purpose of determining overtime.

## **Compensatory Time**

All non-exempt employees, except those covered by a Collective Bargaining Agreement, whose total work hours and/or compensatory time used exceed 40 hours in a standard work week are eligible for overtime or compensatory time.

Compensatory time is calculated at a rate of one and one-half (1 ½) hours for each one (1) hour worked in excess of 40 hours in a regular work week. A maximum of 48 hours will be allowed to accumulate.

The City Administrator or appropriate Department Head shall authorize compensatory time for an eligible employee. Should an employee accumulate more than 48 hours, the employee may be required by their Supervisor to schedule and take time off. Due to extenuating circumstances, the City Administrator may extend the maximum amount accumulated to meet organizational needs.

Employees who have accrued compensatory time may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt operations. Normally notice of three days will be required for the use of compensatory time.

Upon resignation, termination, or change to a position that is not eligible for compensation time, all earned but unused compensatory time will be paid out.

## **On-Call Pay**

The City Administrator may, at his/her discretion, institute a system of employees being on call during hours normally outside the normal work week, unless otherwise covered under a collective bargaining agreement. Hours, responsibilities, and rate of pay for these cases shall be approved by the City Council and are incorporated into this document by reference.

## **Pay Change for Temporary Assignment**

During the course of normal City operations, it may become necessary for an employee to perform the duties of an employee in a higher classification due to an extended absence or turnover in the position. Any person with the qualifications to temporarily fill a vacancy in a position of higher pay grade shall receive the rate of pay of the higher classification after performing such duties of the higher classification for thirty (30) consecutive workdays. Refer to Collective Bargaining Agreement (CBA) for details on this process for union employees.

In no event shall the employee receive less than the employee's current role's normal hourly wage. This is subject to the approval of the City Administrator and City Council. However, unless a permanent change of classification is made for the employee performing the duties, they shall return to the original rate of pay at the end of the temporary assignment. A temporary assignment may last no longer than 120 working days.

## Pay and Performance

The purpose of the City's compensation and performance evaluation systems [are](#) to support the recruitment, motivation, success, and retention of qualified and productive employees and to encourage and reward activities that promote the City. To that end, the City looks to recruit and retain individuals who are customer-oriented, demonstrate initiative, are team players, and accept responsibility, authority, and accountability for work performance. The City will offer appropriate developmental opportunities and recognize performance with incentives for employee success, retention, and professional development. The City will administer this in an open, fair, and equitable fashion.

**Job Performance.** Communication between employees and Supervisors is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their Supervisor if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted at the six-month mark for new employees and annually for all others. These reviews include a written performance appraisal and a discussion between the employee and the Supervisor about job performance and expectations for the coming year.

**Pay Increases.** A performance evaluation does not always guarantee either an increase in compensation or continuing employment. Wages increases will be determined by the City Administrator typically at the six-month review and thereafter annually. Decisions may be based on a number of factors, including but not limited to performance, attendance, and cost of living adjustments. Union employees will follow the collective bargaining agreement in place for pay increases. Refer to the City's Pay for Performance procedures for additional details including calculations and rating scales.

- **Annual Wage Adjustment (AWA).** A non-union employee may receive an Annual Wage Adjustment (AWA). The adjustment may be based on a number of factors, including but not limited to the annual performance evaluation, progress made towards an individual's identified goal(s) for professional growth and positive interactions with City stakeholders. This increase will be made to the employees' base wage.
- **Annual Pay Changes Schedule:**
  - First Pay Period in July - All approved AWA pay increases are effective.

**Pay Ranges.** Pay ranges will be established annually for approval by the City Council. Pay ranges are determined for each job after periodic review of salary surveys. The salary range/structure shall be designed to reflect the levels of responsibility for the various jobs within the City of Windsor Heights. Compensation adjustments may be recommended based on [a](#) salary survey findings and the City's financial condition. If appropriate, compensation for some

positions may be frozen if they are at or above maximum, until such time as the market range reaches equity with the City's pay.

## **Longevity Pay**

The City offers regular full-time employees longevity pay as a way to recognize and appreciate their long-term commitment and the work they do on behalf of the City. When an eligible employee has completed 5 years of employment with the City, they will receive \$6.00 on each paycheck. They will then receive an additional \$6.00 per paycheck in each successive year. It is the employee's responsibility to inform their supervisor of an impending anniversary date so longevity can be added or increased.

## **Cell Phone Reimbursement/Stipend**

The City may provide a City-issued cell phone or a monthly reimbursement stipend for select positions as identified by the City Administrator requiring non-compensatory business use of their own personal cell phone. In addition, the City Administrator may authorize a reimbursement stipend for additional positions as deemed necessary that will be in an amount not to exceed \$80.00 per month depending on the amount of City business use reasonable for that position. In no case will a reimbursement stipend exceed the employee's actual cost of maintaining the line.

## **City Vehicle Policy**

At no time shall an employee use a City-owned vehicle, facility, or equipment for personal use. The City recognizes that certain employees need the regular use of a vehicle to fulfill their job duties and responsibilities. The City Administrator, or designee, assigns the use and responsibility of a vehicle to some employees where their job duties and responsibilities make a vehicle necessary.

- Prior permission shall be received from the City Administrator before a City-owned vehicle is used for meetings out of town that would require an overnight stay. Employees, with Department Head approval, may take City-owned vehicles home when they are on-call, or otherwise approved, however, they should not use the vehicle for personal reasons.
- Employees shall operate City vehicles in a safe, courteous, and prudent manner while performing City business including, specifically, the use of seat belts by both the driver and passengers. In addition, all employees are required to comply with all traffic regulations, laws, and ordinances when operating a City vehicle or personal vehicle for City business. This includes the law prohibiting texting while driving. At no time should employees jeopardize the safety of themselves, other City employees, or the public when operating motor vehicles.

- Vehicles are to be serviced by the manufacturer's specifications at recommended intervals.
- Vehicles are to be kept neat, clean, and in a good state of repair. Repairs are to be made promptly.
- Per the Iowa Smoke Free Air Act, it is prohibited to smoke in any City-owned vehicle. Violation of this policy may result in corrective action including termination.
- Employees are responsible for operating City vehicles in compliance with all laws. The employee will pay all fines, moving or parking violations, imposed as a result of violations driving a City-owned vehicle.
- Employees must maintain a valid driver's license and the City may request a copy of your driving record from the state at any time.
- It is strictly prohibited to operate a City vehicle while under the influence of alcohol or drugs.
- City vehicles are covered by liability, comprehensive, and collision insurance. All accidents, no matter how minor, must be reported to the appropriate law enforcement agency immediately.

According to the Internal Revenue Code, Section 274, employees are subject to be taxed for vehicle use if not for City benefit. This would include vehicles used to commute to and from work, drive home, break time, and lunch hours. Not subject to the fringe benefits tax would be police, fire, ambulance, and utility "trucks," or vehicles driven home for the benefit of the City, such as the Public Works Department due to specialized equipment in vehicles. Employees who are on-call for a shift can exempt the days that they were actually called out and that they reported directly to the job site to fulfill the essential portions of their supervisory jobs. Normal workdays without callouts are not to be exempted.

## Travel and Expenses

The City of Windsor Heights has prepared this policy to establish a consistent basis for the actions of City personnel with regards to City-paid travel, training, and meal expenditures and to provide broad guidelines for the reimbursement of such expenditures. It is the policy of the City to reimburse employees for all necessary and reasonable expenses incurred while on authorized City business.

### Travel Approval

- Any travel outside of a 50-mile radius will need prior approval from the Department Head.
- Out-of-state travel requires the approval of the appropriate Department Head and the City Administrator.
- Out-of-state travel involving overnight accommodations will require prior approval from the City Administrator.

### Travel Arrangements

- Transportation should be the most reasonable and economical method of travel considering distance, travel time, number of persons making the trip, duration of stay,

other commitments, and other factors as may be appropriate. The least expensive mode of travel is the amount for which an individual will be reimbursed.

### **Travel Expense Reimbursement**

- Reimbursement will be made only upon ~~the successful~~successful completion (including authorized approval signatures and all attached receipts) of a travel expense report. All requests for reimbursement must be made within 30 days of the completion of the ~~travel~~trip. Expenses that do not have an associated receipt will not be reimbursed.
- Lodging expenses shall not exceed \$175 per day unless specifically authorized by the City Administrator.
- Expenses for meals shall not exceed an average of the GSA's Meals & Incidental rates for the primary travel location unless specifically authorized by the City Administrator.
- In the case of a one-day conference where the employee attends the conference during the day in their hometown and can eat breakfast and dinner before and after the conference, the City will only reimburse for the lunch meal at the above-specified rate.
- Mileage reimbursement shall be based on the current IRS rate in effect when using a privately-owned automobile.
- Expenditures for alcoholic beverages are not eligible for reimbursement.

### **Incidentals**

- An employee is allowed to claim up to \$15 per day for incidental items that will typically not have a receipt available, such as taxi, valet or airport baggage handler tips, parking meter fees, etc. The \$15 incidentals is based on an honor system and should generally be expected to correspond with hotel or airport arrival and departure days.
- Fees for tolls, shuttle service, etc., where a receipt is readily available upon request, must have a receipt submitted for reimbursement. Origination and destination information should be documented on the receipts.

## **Residency Requirement**

Residence is defined as the physical place where the employee resides along with other family members and would entitle the employee to become a registered voter at such residence and if owned by the employee, to homestead the property for real estate tax purposes.

Full-time City employees must reside within an hour response time to their primary work facility (e.g., City Hall, Public Works, etc.). The City Administrator and Department Heads must reside within 30 miles of the corporate boundary limits identified by ~~the 30~~the 30-mile residency map (see City Clerk for map) unless otherwise approved by the City Council.

Employees residing outside of the 30-mile corporate boundary limit will not be authorized to drive City-owned vehicles home on a regular basis.

Newly hired full-time employees will have 12 months from the date of hire to comply with this policy.

An employee covered by an individual employment agreement or a collective bargaining agreement with provisions that conflict with any portion of this requirement will follow the provisions of the agreement.

## Non-Fraternization

To avoid instances in which the hiring process or any term or condition of employment is or may be inappropriately influenced by relationships, it shall be a violation of policy for a City employee in a position of authority to (i) date or engage in a romantic relationship with any employee over whom they have direct authority or supervision; or (ii) employ a relative in a position over which they have direct authority or supervision. Relatives may be hired by the City if:

- the persons concerned will not work in a direct supervisory relationship; and
- employment will not pose difficulties for supervision, security, safety, or morale.

For the purposes of this policy, “relatives” are spouse, domestic partner, child, parent, siblings, step relatives, father-in-law, mother-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew, niece, cousin, grandchild, grandparent, and domestic partner relatives. A “domestic partnership” is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the City provided they don’t work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. Supervisors who fail to report their involvement in a romantic relationship with a subordinate employee may be subject to corrective action up to and including termination. If employees who marry or live together do work in a direct supervisory relationship with each other, the City will attempt to reassign one of the employees to another position for which they are qualified if such a position is available.

In addition, the City reserves the right where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, to separate parties by reassignment or terminate employment.

## Separation from Employment

**Voluntary Resignation.** Employees are encouraged to provide adequate notice to the City Administrator, preferably in writing, to facilitate a smooth transition out of the organization. Supervisors, Department Heads, and administrative personnel are requested to provide notice at least 15 working days prior to the last day of work; all other employees are requested to provide notice at least 10 working days prior to the last day of work.

If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.

Upon voluntary termination of employment:

- The separating employee must return all City property at the time of separation, including and not limited to, cell phones, keys, laptops, cameras, computer equipment and identification cards.
- Accrued unused Paid Time Off (PTO) will be paid out.
- If an employee has accumulated compensatory time that is unused, it will be paid out.
- The notice period must be actual working days; paid time off will not be counted toward the notice period.

**Retirement.** Employees are expected to give a minimum of 20 days' notice or as much notice as possible to their direct supervisor of their intent to retire. Such notice shall be in writing. Application for retirement benefits should be made directly to IPERS.

- Employees may elect at retirement to be paid for unused leave balances as follows:
  - Paid in one lump sum with applicable federal, state, and local taxes withheld; or
  - Receive the balance of the payments in 40-hour weekly increments (as if it were a standard payroll) with all the applicable federal, state, and local taxes withheld.

**Involuntary Separations.** Employees of the City of Windsor Heights are employed on an at-will basis, and the City retains the right to terminate an employee for any reason and at any time, with or without notice except as otherwise provided by law or by the terms of a collective bargaining agreement.

**Reduction in Force.** Employees may be laid off due to the elimination of a position, budget requirements or to meet other organizational needs. In the event of a reduction in force, the City will attempt to provide as much notice as practicable. Employees recalled after being laid off shall be notified at least 10 days in advance.

## Access to Personnel Files

Employee files are maintained by the City Clerk's office and are considered confidential. Supervisors may only have access to personnel file information on a need-to-know basis. Upon request, personnel file access by current employees will generally be permitted within three days of the request unless otherwise required under state law. Personnel files can be requested from the City Clerk; files may not be taken outside the department. Employees may request a copy of any items in their personnel file and may be charged a fee for copies made. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

## Public Record Notice

Pursuant to Iowa Code section 22.15, the City must notify employees that should they be demoted, discharged, or resign in lieu of being discharged, the fact of the demotion, discharge, or resignation will be public record. In addition, any documentation showing the reasons or rationale for the disciplinary action will be public records and disclosed should any member of the public request the records.

## **Notification of Convictions and Other Governmental Action**

Employees are expected to perform their assigned jobs, respect, and follow City policies, and obey the law. In the event that employees receive notice of the disposition of any criminal charges pending against them (including, but not limited to, a conviction, a guilty plea, or a plea of nolo contendere (no contest)) or receive notice of any charges relating to operating a motor vehicle while intoxicated (for positions with driving requirements), they must notify their Department Head and the City Administrator.

Notification to the Department Head and City Administrator must occur within five business days of notification to the employee. Employees whose duties require possession of a Commercial Driver's License and/or who regularly and frequently operate City vehicles must report all charges and citations, including traffic tickets such as speeding tickets. Other employees need not report such traffic tickets.

Employees who have any contact with minor children must notify their Department Head and the City Administrator of any child abuse complaints filed against them. Employees must notify the Department Head and City Administrator regarding the findings of any complaint against them alleging child abuse. The Department Head and City Administrator must be notified of any complaints and findings within five business days of notification to the employee.

Information relating to arrests, criminal charges, and child abuse complaints will be treated as confidential and maintained in a confidential file. Employees who do not notify the City as required by this policy may be subject to corrective action up to and including termination.

## **Employment Verification**

All employment verification requests, reference requests for current or former employees, or any other requests are to be referred to Human Resources. Requests for employment verification for credit or mortgage purposes will only be provided if the employee has signed a release.

# **Workplace Safety**

## **Drug-Free and Alcohol-Free Workplace**

It is the policy of the City to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the City.

The unlawful use, possession, purchase, sale, manufacture, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs or alcohol while on City premises or while performing services for the City is strictly prohibited. The City also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, the City prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the City's reputation in the community.

If an employee feels they may have an alcohol and/or drug problem they are encouraged to contact the employee assistance program (EAP) for confidential assistance. Additionally, employees can contact the Substance Abuse and Mental Health Administration Services (SAMHSA) National Helpline at 800-662-HELP[4357] or visit the online treatment locator at [www.samhsa.gov/treatment](http://www.samhsa.gov/treatment). Employees seeking assistance for substance abuse issues are expected to meet the same standards of performance, productivity and conduct that are expected of all employees, including the prohibition against alcohol or drug use while working.

## **Drug and Alcohol Testing Policy & Procedures**

In compliance with the Drug-Free Workplace Act of 1988, the City has a longstanding commitment to providing a safe, quality-oriented, and productive work environment consistent with the standards of the community in which the City operates. Alcohol and drug abuse pose a threat to the health and safety of City employees and to the security of the City's equipment and facilities. For these reasons, the City is committed to the elimination of drug and alcohol use and abuse in the workplace.

For purposes of this policy, "the workplace" includes any City facility, City premises, City vehicle, and private vehicle while on City business. The policy provides that the unlawful manufacture, distribution, dispensing, possession or use of an illegal drug or controlled substance in the workplace is strictly prohibited. Violations of this policy may result in corrective action, up to and including termination of employment, and may have legal consequences. Employees who perform work duties covered by the DOT (Department of Transportation) and FMCSA (Federal Motor Carrier Safety Administration) regulations are also subject to DOT Drug and Alcohol regulations.

### **Definitions**

- A. Abuse of alcohol or a legal drug - Any use of alcohol or a legal drug which impairs an individual's faculties (other than use of a legal drug for appropriate purposes in accordance with applicable medical directions). In addition, the taking of a prescription drug that was prescribed for another shall be considered "abuse" of a legal drug.
- B. Accident - An incident that happens while on the job involving an employee or City equipment or vehicle, unexpectedly and or unintentionally, typically resulting in damage or injury.
- C. Alcohol - Ethanol, isopropanol, or methanol.
- D. CDL/DOT driver - An employee that holds a valid commercial driver's license (CDL) and has been authorized to drive City vehicles that require a CDL. An employee may hold a valid CDL but not be a designated CDL Driver for the City. CDL drivers are subject to Department of Transportation (DOT) Regulations regarding Controlled Substances and Alcohol Use and Testing.
- E. Collection facility - A certified collection site such as an occupational health center, a hospital or otherwise identified clinic or facility to which a prospective or current employee may be sent for a drug test or alcohol test.
- F. Controlled substance - Any drug or substance defined as a controlled substance and included in schedule I, II, III, IV, or V under the federal Controlled Substances Act, 21 U.S.C. §801 et seq.

- a. Said substances include, but are not necessarily limited to, cocaine, phencyclidine (PCP), opiates, amphetamines, and marijuana.
- G. Drug test - Any breath, blood, urine, saliva, chemical or skin tissue test conducted for the purpose of detecting the presence of a chemical substance in an individual.
- H. Illegal drug - Any drug which is declared illegal by law, or which has not been legally obtained, or which cannot be legally obtained.  
This section also applies to prescribed drugs that are not being used as prescribed. Prescribed drugs must be in their original container, which contains the name of the ~~doctor~~doctormedical provider, and the drug prescribed. This section also includes look-alikes or any mind-altering substance that impair motor functions, senses, or responses, or otherwise modify the employee's behavior during the scope of employment.
- I. Legal drug - A drug for which there is a valid prescription or over-the-counter drug for the employee which has been obtained legally and is being used for the purpose prescribed or manufactured.
- J. Medical Review Officer - An individual, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by an employer's drug or alcohol test program, and who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and other relevant information.
- K. Prospective employee - A person who has made an application, whether written or oral, to our City to become an employee and has been formally offered a position which is contingent upon a negative test result.
- L. Random - An unannounced drug or alcohol test conducted on a periodic basis without advance notice to employees. Selections for testing from each job pool are conducted by a neutral and objective entity and are made by computer-based random number generation. All employees in a job pool have an equal chance of being selected for each unannounced test.
- M. Reasonable suspicion - Means facts and circumstances known to the observer that would logically lead a prudent person to believe an offense may have been committed.
- N. Refuse to cooperate - To obstruct the collection or testing process; to submit an altered, adulterated or substituted sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide ~~specimens~~specimens(s) for testing when directed to do so, without a valid medical basis for the failure.
- O. Sample - A sample from the human body capable of revealing the presence of alcohol or drugs, or other metabolites, such as breath, urine, saliva, skin, or hair. ~~"Sample" does not include blood [except in situations where a blood test was madeconducted on an employee involved in a workplace accident if the test was administered by or at the direction of a person providing treatment to the employee and the test was not made at the request of or by the suggestion of the employer].~~
- P. Safety Sensitive Employee - Is an individual who performs a duty related to the safe operation of City equipment. Safety Sensitive duties include the following:
  - a. operation of a service department vehicle;
  - b. operation of any vehicle when such operation requires the operator to have a Commercial Driver's License; and
  - c. personnel who are assigned to carry firearms as part of their job.

- Q. Under the influence of alcohol - An alcohol concentration equal to or greater than .02 BAC, or actions, appearance, speech, or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.
- R. Under the influence of drugs - A confirmed positive test result showing illegal drug use or with an alcohol concentration equal to or greater than .02 BAC or admission by the employee of illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).
- S. Workplace - Any location where employees perform work for the City including job sites, City property or premises (including all buildings, offices, facilities, grounds, parking lots, lockers), City vehicles, and personal vehicles being used on City business.

For purposes of this policy, samples will be urine, saliva, blood, and breath.

Definitions are listed as per Iowa Law and will be used as such unless otherwise indicated.

#### **Legal Drugs**

**Prescription Drugs** - An employee may bring to work and take a prescription drug during work hours only if the drug has been prescribed for the employee by a physician or other authorized prescriber and only if the drug is taken in accordance with the prescriber's directions. The City of Windsor Heights will not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to perform their job duties safely and effectively.

Employees taking a ~~prescribed~~ prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

**Over-the-Counter Drugs** - An employee may bring to work and take an over-the-counter drug during work hours only if the drug is used for its intended purposes and in accordance with package directions and any supplemental directions of the employee's physician.

**Notification** - An employee must notify their immediate Supervisor whenever they are using a prescription or over-the-counter drug which potentially may affect safety or work-performance. In making this determination, the employee should rely on the warnings or cautions that are received with a particular lawful drug. The City does not seek information on all drugs that an individual may be taking, but only those where there is an indication that the drug may affect performance, or there is a caution that one should not engage in certain activities which are part of the employee's job duties while taking the drug. The City of Windsor Heights reserves the right to take appropriate action (including relieving the employee from work) if the use of the drug is impairing the employee's faculties or work performance.

**Abuse** - Abuse of legal drugs will not be tolerated and will be dealt with in the same manner as the use of a controlled substance.

#### **Drug-Free Workplace Act of 1988 Notification**

Employees shall notify their Supervisor of the employee's conviction under any criminal drug statute for a violation occurring in the workplace, as defined above, no later than 5 days after such conviction. If an employee is convicted of a violation of a criminal drug statute for a violation occurring in the workplace, the City will take appropriate corrective action against the

employee, up to and including termination or the City will require the employee to successfully participate in an approved drug abuse assistance or rehabilitation program. If the City requires the employee to successfully participate in an approved drug abuse assistance or rehabilitation program and the employee fails to do so, the City will take appropriate corrective action against the employee, up to and including termination.

#### **Alcohol or Drug Possession, Transfer or Use, Other Than Use Detected by a Drug or Alcohol Test**

An employee bringing or attempting to bring onto the City's premises or property, or to a City worksite, having possession of, using, consuming, selling, transferring, or attempting to sell or transfer, any alcoholic beverage or any prescription drug or any form of controlled substance, or any "look alike" substance, while on or off City business, on City premises, while operating City vehicles or other equipment without authorization, or in an official capacity, is guilty of gross misconduct and is subject to corrective action including discharge or suspension without pay, even for the first offense.

#### **Impairment During Work Hours**

It is the City's intent that an employee whose faculties appear to be impaired during work hours will not be allowed to work, regardless of the cause.

An employee whose faculties are impaired during work hours due to the effects of the use of alcohol and/or illegal use of a controlled substance (including the abuse of a legal drug) is subject to corrective action up to and including termination.

#### **Alcohol and/or Drug Testing**

The City reserves the right to conduct alcohol and/or drug testing under any of the following circumstances:

- Where there is evidence that an employee may be impaired on the job due to the use of illegal drugs, controlled substances and/or alcohol;
- Where there is evidence that an employee has violated some provisions of this policy;
- Where the employee has suffered a work-related injury which was due to intoxication, as provided by Iowa Code Section 85.16;
- Where the employee has caused an accident at work that resulted in an injury to a person for which a report could be required under Iowa Code Chapter 88 if the person were an employee;
- Where the employee has caused an accident at work that resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed \$1,000.00.

#### **Work Rules**

Whenever employees are working, are operating any City vehicle, are present on City premises, or are conducting City-related work offsite, they are prohibited from:

- Using, possessing, buying, selling, manufacturing, or dispensing an illegal drug (including possession of drug paraphernalia) unless in the performance of official duties.
- Being under the influence of alcohol or an illegal drug as defined in this policy.
- Possessing or consuming alcohol, unless at an official, approved function where alcohol is legally served.

The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body system, while performing City business or while in a City facility, is prohibited.

Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

### **Required Testing**

#### **Pre-employment Testing**

All prospective employees will be required to complete a drug test after they have been extended a conditional offer of employment by the City of Windsor Heights. The following is a list of drugs for which testing will be conducted during pre-employment exams:

Barbituates;  
Propoxyphene;  
Methadone;  
Methaqualone;  
Cocaine;  
Opiates (including morphine and codeine);  
Phencyclidine;  
Amphetamines (including methamphetamines);  
Benzodiazepines

A prospective employee for a safety-sensitive position (as defined above) will also be screened for marijuana.

Prospective employees who refuse to take the required drug test who fail to cooperate in any aspect of the testing procedure, or who test positive for any of the designated drugs, will be ineligible for City employment and will be removed from all recruitments and/or eligibility lists.

Notice of the testing will be part of any notice or advertisement soliciting applicants for employment and as part of the employment application.

#### **Reasonable Suspicion/Cause**

A specific active employee may be required to submit to a drug or alcohol test if the City has evidence that the employee is using or has used alcohol or drugs in violation of the City's policy. This evidence must be drawn from specific objective and articulable facts and reasonable conclusions drawn from those facts. Examples that might support such are:

- Observations made at work, such as direct observation of alcohol or drug use or the physical symptoms of being impaired by alcohol or drug use;
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- The employee is in a position where such impairment presents a danger to the safety of the employee, another employee, a member of the public, or the property of the City, or when impairment, due to the effects of alcohol/drugs, is a violation of a known work rule of the City;
- Evidence that an individual has tampered with any alcohol or drug test during the individual's employment with the current employer;

- Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Iowa Code Chapter 88, or resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand dollars (\$1,000).

Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working, or while on the employer's premises or while operating the employer's vehicle, machinery or equipment may be cause for termination. Refusing to cooperate to submit a required test will result in termination.

In instances where reasonable suspicion occurs, the following procedures will be followed:

- 1) Employees suspected of being under the influence of drugs or alcohol shall be transported to a designated laboratory for the purpose of drug or alcohol testing. Alcohol testing may be performed at a City facility using evidential breath testing devices (EBTs) by a certified breath alcohol technician (BAT). At the time the sample is collected, an employee may provide any information, which information which may be relevant to the drug test. Such information may include identification of prescription or nonprescription drugs currently or recently used or any other relevant medical information.
- 2) Probable cause incidents will be documented by a supervisor that will include any witnesses.
- 3) The City may perform drug or alcohol testing on employees involved in vehicular accidents if probable cause is established and in all serious injury accidents.
- 4) In the event an employee is relieved of duties under this section, then a "return to duty test" may be required by the employer prior to the employee's return to work.

The following is a list of drugs for which testing will be conducted under reasonable suspicion/cause circumstances:

Marijuana  
Barbituates;  
Propoxyphene;  
Methadone;  
Methaqualone;  
Cocaine;  
Opiates (including morphine and codeine);  
Phencyclidine;  
Amphetamines (including methamphetamines);  
Benzodiazepines

#### **Pre-Result Suspension**

Prior to the City receiving the results of the employee's drug test, employment with the City will be suspended without pay, pending the outcome of the test. If the result of the test does not violate the terms of this written policy, the employee will be reinstated, with back pay.

#### **Return to Duty Testing**

An employee who has a positive drug test result will be required to take a return to duty drug test. Before a return-to-duty test is performed, the employee must be evaluated by a Substance Abuse Professional (SAP) to determine whether the employee has followed the recommendations for action by the SAP, including participation in any rehabilitation program. The employee must have a verified negative drug test result to return to their job. If a drug test result is cancelled, the City shall require the employee to submit to and pass another drug test. A positive test result will be cause for termination from the City.

**The following policies pertain to employees working in positions that require a Commercial Driver's License (CDL):**

**Post-Accident and Random Testing**

Employees who use a commercial motor vehicle and who are required to have a Commercial Driver's License (CDL) are subject to testing under the following circumstances:

- Prior to employment
- Reasonable Suspicion/Cause
- Unannounced random basis
- After an accident occurs
- Prior to returning to duty after failing a drug or alcohol test
- On a follow-up basis after failing a drug or alcohol test

The City conducts random drug and alcohol testing of all CDL Drivers as required by the Department of Transportation. All random, unannounced selections are made by a random generator computer program that complies with federal requirements. Selections are made at various, unannounced times throughout the year to ensure the City tests 50% of drivers for drugs and 10% of drivers for alcohol. The number of safety sensitive employees can be altered by the City joining a consortium. The total number of tests will remain at 50% for drug testing and 10% for alcohol testing. All DOT regulated employees have an equal chance of being selected. To assure confidentiality, the City will contract the random selection process with an outside firm who will work with the covered employees.

Upon notification that an employee has been selected for testing, the third party vendor will notify the employee's Supervisor and the collection site. The employee will be instructed to go to the collection site and must be prepared to provide their Commercial Driver's License.

The City of Windsor Heights recognizes that the use or abuse of alcohol or controlled substance(s) by drivers of commercial vehicles presents a serious threat to safety and health of the drivers, other City employees, and the general public. It is the policy of the City that all drivers are free of drugs and alcohol while on duty and as otherwise required by the Omnibus Transportation Employee Testing Act (OTETA) of 1991.

In order to comply with this law, the City of Windsor Heights has established a drug and alcohol testing program designed to discourage drug and alcohol abuse and prevent traffic accidents and injuries to City employees and the public.

This policy pertains to employees required to hold a CDL and whose duties include the performance of safety-sensitive functions in connection with the operation of a commercial vehicle. Safety-sensitive functions include the following:

- Waiting to be dispatched or remaining in readiness to operate a vehicle. For employees who are required to have a CDL, this generally means all hours of work;
- Operating a commercial vehicle;
- Performing maintenance or loading or unloading a commercial vehicle.

Covered employees will not engage in the following conduct:

- Be on standby, report for duty, or remain on duty, requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 BAC or greater unless otherwise reasonably doing so as authorized as part of undercover work;
- Be on duty or operate a commercial motor vehicle while possessing alcohol;
- Use alcohol while performing safety-sensitive functions;
- Perform safety-sensitive functions within four hours after using alcohol;
- Use alcohol for eight hours following an accident or until undergoing a post-accident test;
- Refuse to submit an alcohol or drug test;
- Be on standby for duty, report for duty, remain on duty, or perform safety sensitive functions if tested positive for drugs.

All covered employees may use prescription drugs only if the doctor has advised the employee that the drug will not adversely affect the driver's ability to safely operate a vehicle. Employees using prescription drugs must carry such drugs in their original containers, which must be labeled with the name of the doctor and the drug prescribed.

**The following policies pertain to all employees.**

#### **Testing Costs and Procedures**

Drug testing will be conducted through the collection of a urine specimen in accordance with controlled procedures established by Federal Guidelines.

Breath alcohol testing will be performed by a trained professional at the designated collection site using certified equipment. However, if circumstances such as the time of day prevent access to the prescribed collection point, a certified breath alcohol technician (BAT) police officer may administer the test using evidential breath testing devices (EBTs) breathalyzer test. In such cases, two breath samples will be taken, with a minimum interval of 15 minutes between tests.

~~Drug Testing will be done through the collection of a urine specimen under controlled circumstances set by the Federal Guidelines. Breath Alcohol Testing will be done by a trained professional at the prescribed collection point using certified equipment. Alcohol testing may be done using other procedures as they are approved if they are determined to be appropriate.~~

City employees will be offered the opportunity to review and sign a consent form prior to any drug testing being done. Should the employee refuse to sign a consent form for testing, it shall be considered the same as a positive test and all restrictions stated in the federal law of this policy statement shall apply.

The City shall pay the costs associated with the initial and confirmatory drug and alcohol testing. Testing of employees shall normally occur during, or immediately before or after, a regular work period. The time required for such testing, including travel time, will be deemed work time for the purposes of the Fair Labor Standards Act and for calculating compensation and benefits.

A sample will be taken from the prospective or current employee for the drug and/or alcohol test at an established collection facility. The collection of samples shall be performed under sanitary conditions and with regard to the privacy of the individual from whom the sample is ~~being obtained~~obtained and, in a manner, reasonably calculated to preclude contamination or substitution of the sample.

Sample collection for testing of current employees shall be performed so that the sample is split into two components at the time of the collection. The second portion of the sample shall be sufficient quantity to permit a second, independent confirmatory test. Both portions of the sample shall be forwarded to the laboratory conducting the initial confirmatory testing. The laboratory shall store the second portion of any sample until receipt of a confirmed negative test results or for a period of at least 45 calendar days following the completion of the initial confirmatory testing, if the first portion yielded a confirmed positive test result. Alcohol testing done via EBTs will not provide for a split sample at the time the sample is collected and it will not be reviewed by the Medical Review Officer.

An employee or prospective employee shall be given an opportunity to provide any information which may be considered relevant to the test, including identification of prescription or nonprescription drugs currently or recently used, or other relevant medical information. A Medical Review Officer shall review and interpret any confirmed positive test results and offer the employee or prospective employee a chance to share any potentially relevant, medically valid information, prior to the results being reported to the City.

In conducting those tests designed to identify the presence of chemical substances in the body, the City shall ensure, to the extent feasible, that the tests only measure, and that the records of the tests only show, or make use of information regarding chemical substances in the body which are likely to affect the ability of the employee to perform their duties safely while on the job.

Prospective and current employees shall be notified in writing by certified mail, return receipt requested, of confirmed positive test results, the name and address of the Medical Review Officer who made the report, and of the individual's right to request records and a confirmatory test. Current employees may request and obtain a confirmatory test of the second sample collected at an approved laboratory of the employee's choice if the request is made in person or by certified mail to the City Administrator within seven days of the date of the certified letter and the employee pays for the fees associated with the second test within that time frame. If the results of the second test do not confirm the results of the initial confirmatory test, the employer shall reimburse the individual for the fee paid for the second test and the results from the initial confirmatory test shall not be considered a confirmed positive drug or alcohol test for purposes of taking corrective action.

### **Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an employee or applicant.

### **Inspections**

The City of Windsor Heights reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband; affected employees may have union representation involved in this process. All employees and contract employees may be asked to cooperate in inspections of their work areas and personal property that might conceal a drug, alcohol, or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate corrective action, up to and including termination.

### Education and Training

[PolicyPolicies](#) and guidelines will be distributed by the City to each covered employee and provided to a representative of any employee labor organization. Employees will be provided with informative training regarding the effects of alcohol and drug use, company policy, and procedures for identifying alcohol or drug problems in others. Employees who have questions about the City's drug and alcohol testing program should contact the City Administrator.

Supervisors designated to make reasonable suspicion determinations for drug or alcohol testing under this policy shall attend a minimum of two hours of initial training and ~~to attend~~[attend](#) on an annual basis thereafter, a minimum of one hour of subsequent training. The training shall include, but not be limited to, information concerning the recognition of evidence of employee alcohol and other drug abuse, the documentation and corroboration of employee alcohol and other drug abuse, and the referral of employees who abuse alcohol or other drugs to the EAP.

### Disciplinary Procedures

Upon a violation of this policy, disciplinary action may be taken including the following:

- (1) Enrollment in an employer-provided or approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, participation in and successful completion of which is a condition of continued employment. Rehabilitation is only provided if the employee has been employed by the City for at least twelve of the preceding eighteen ~~months, if~~[months, if](#) it is agreed upon by the employee, and if the employee has not previously violated this policy.
- (2) Suspension of the employee, with or without pay, for a designated period of time.
- (3) Termination of employment.
- (4) Other adverse employment action in conformance with the employer's written policy and procedures, including any relevant collective bargaining agreement provisions.

Following a drug or alcohol test, but prior to receipt of the final results of the drug or alcohol test, the employee may be suspended, with or without pay, pending the outcome of the test.

## **Smoke-Free & Tobacco-Free Workplace**

Smoking is not allowed inside or outside of any public buildings or on any public grounds including, but not limited to work areas, vehicles, or motorized equipment. “Smoking” includes the use of tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

## **Workplace Violence Prevention**

The City is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at City-sponsored functions.

All City employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their Supervisor, Department Head, or the City Administrator. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the City, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in corrective action up to and including termination.

The City prohibits the possession of weapons on its property at all times, including City-owned parking lots or City-owned vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other work-related tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense. This section shall not apply to City employees who are authorized to use approved weapons in the performance of their job responsibilities (e.g. police), or for those who are authorized to use hazardous tools or devices as bona fide portions of their job (e.g. machete for clearing brush, small knives to cut rope or piping, etc.).

The City may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all City property and other items that are in violation of City rules and policies.

## Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our organization. All employees have the opportunity and responsibility to contribute to a safe work environment by using common sense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

The prevention of occupational injuries and illnesses must therefore always be given serious priority. Safety is the shared responsibility of management, supervisors, and employees. Commitment and cooperation among all staff will create a work environment that protects the well-being of individuals and the City.

Injuries arising out of and in the course of employment with the City will be administered in accordance with safety best practices and any related compensation and/or benefit from the work-related injury or illness will be administered in accordance with applicable state of Iowa workers' compensation laws (Chapter 85 or 411).

Employees can serve as a good role model to co-workers for work practices and behaviors by:

- Following established safety policies and procedures.
- Complying with applicable laws and policies that pertain to health and safe work practices.
- Maintaining their personal work area in a clean and orderly manner.
- Wearing, maintaining, and properly storing personal protective equipment.
- Using safe work practices to eliminate slips, trips, and falls.
- Lifting safely and helping others do the same.
- Knowing evacuation procedures and the location of weather refuge locations.
- Completing all safety training assigned.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911 to activate the medical emergency services.

## Employee Safety/On the Job Injury Policy

The procedures contained herein are intended to ensure that all employees of the City of Windsor Heights are familiar with the expectations and processes required following a serious illness or injury in the workplace in order to protect employees and mitigate the risk of future occurrences.

### Policy Statement

This policy describes the basic responsibilities of all employees of the City. Additionally, a step-by-step process is included to [assure/ensure](#) all employees get the care they need and to collect the information necessary to thoroughly understand how the injury occurred. Workplace safety stems from personal accountability and the information provided in this policy will help to promote a safety-conscious atmosphere which is pertinent to improving the safety of City employees.

### Safety Responsibilities

#### A. Department Head Safety Responsibilities

Department Heads are responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Since it is impossible for managers to personally observe all employee activities, management must rely on and assure that all supervisors are trained and aware of their safety responsibilities. Other safety responsibilities for managers include:

1. Provide leadership and direction concerning safety activities.
2. Participate actively in the continuous evaluation of the safety program.
3. Set goals concerning safety performance within your department.
4. Review losses for potential trends on a regular basis.
5. Enforce all safety rules.
6. Participate in facility and work site audits.
7. Participate in and support all accident investigation activities.
8. Review accident reports and recommend corrective actions.

#### B. Supervisors' Safety Responsibilities

Important safety considerations and supervisory responsibilities include, but are not limited to:

1. Familiarity with and enforcement of the safety rules and regulations that have been established by applicable local, state and federal organizations.
2. Correcting and mitigating all reported hazards. Operating under known hazardous conditions will not be tolerated.
3. Preventing new or inexperienced employees under your supervision from working with power tools, machinery or complex equipment without proper instruction and training.
4. Providing adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
5. Ensuring tools, equipment and machinery being used in the workplace are in proper working condition. Do not allow the use of unsafe tools or equipment under any circumstances.
6. Ensuring proper personal protective equipment is available and used by employees when necessary or required.
7. Setting a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc.), following policies/procedures, using seat belts, etc.

8. Consistently enforcing the requirements of the safety program and any associated rules or policies.
9. Ensuring that all employees have access to a copy of the safety program.
10. Encouraging safety suggestions from employees under your supervision.
11. Obtaining prompt first aid for injured employees.
12. Participating in accident or incident investigations involving your employees.
13. Conducting audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions, and encourage safe work practices.

#### C. Employees' Safety Responsibilities

All employees carry a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition, and attitude directly affect the safety of yourself and your fellow employees. All employees are expected to:

1. Know your job, follow instructions, and think before you act.
2. Use protective equipment (eye protection, hard hats, gloves, etc.), as the job requires.
3. Work according to good safety practices as posted, instructed, and/or discussed.
4. Refrain from any unsafe act that might endanger yourself or your fellow workers.
5. Use all safety devices provided for your protection.
6. Report any unsafe situation or act to your supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to yourself or your fellow workers.
8. Abide by all policies, procedures, rules, etc. associated with the Safety Program.
9. Never operate equipment that you are unfamiliar with or not trained to use. Also, do not use equipment that is defective or in need of repairs, report deficiencies to your supervisor.
10. Report all accidents/incidents to your supervisor as soon as they occur. Failure to report any injury or incident may be cause for disciplinary action.

#### Process

In the event of a serious illness while at work or a work-related injury, the following process must be followed.

- A. In accord with section C-(10) of this policy, the affected employee shall immediately report any work-related illness or injury to their supervisor as early as practical provided they are not incapacitated nor in doing so would interfere with proper and immediate necessary care.
- B. The informed supervisor shall ensure that injured employee immediately receives the appropriate level of medical care. Any injury may be treated by the supervisor or other available personnel in accordance with their individual abilities and the severity of the injury.
  - 1. 911 must be called if the employee experiences any of the following:
    - a. Severe chest pains
    - b. Traumatic injuries (head injury or severe cuts)
    - c. Loss of consciousness or severe dizziness
  - 2. Any non-life threatening injuries must be evaluated at the City's designated clinic. The supervisor will determine the method of travel, e.g. ambulance, co-worker transport, or for minor injuries self-transport may be appropriate.
- C. Once emergency aid is rendered, notify supervisor.
- D. Supervisors must secure the site of the injury in order to limit access and to prevent further injuries.
  - 1. Lockout/Tagout any equipment related to the injury.
- E. Employees must complete an IMWCA Employee Injury or Illness Notification within 24 hours of the injury. This form may be completed with the assistance of a supervisor or solely by a supervisor if the employee is incapable of completing the form on their own. It is also acceptable to provide a verbal report to the City's Work Comp liaison who will contact the appropriate information to IMWCA.
- F. Employees must report any work-related injury to COMPANY NURSE by calling 1-888-770-0928 and use group code: IMWCA. Employees that fail to report injuries to COMPANY NURSE within 24 hours may be subject to disciplinary action.
- G. Supervisors must complete an investigative report within three days of the injury, with information consistent with that requested from the IMWCA Employer Investigation Report form.
- H. Supervisors must follow the post-accident drug and alcohol testing procedures as outlined in the Drug and Alcohol Testing Procedures section of this employee handbook.

#### **Authorized Care Providers**

A. Non-life Threatening Injuries:

**Iowa Methodist Occupational Health and Wellness**

Lakeview Medical Park Campus – 6000 University Avenue

Iowa Methodist Medical Center ER 1200 Pleasant St. Des Moines (Emergency)

1111 6<sup>th</sup> Ave Des Moines. (Emergency)

B. Life Threatening Injuries or serious injuries after business hours:

**Nearest Emergency Room**

**Post Incident Procedures**

It is the responsibility of managers, supervisors, and safety personnel to conduct an after action review following an injury. The purpose of this review is to disseminate any information, reports, and investigation findings to all concerned parties. At this time, it will be determined if any course of action is needed in order to put control measures in place, modify workplace procedures, or provide training to prevent additional injuries of a similar nature.

Supervisors and the injured employee should reference the Return to Work/Light Duty Program outlined within this employee handbook.

## **Emergency Closings**

The City will always make every attempt to be open to the public. If employees choose to leave earlier than their scheduled shift end time or arrive later than their scheduled shift starting time, such as due to inclement weather, they will be paid only for actual hours worked, and they must take available paid time off for the remainder of their scheduled shift. If an employee leaves early or arrives late due to emergencies or inclement weather, they are to notify their supervisor in advance.

If the office is officially closed during the course of the day to permit employees to leave early, non-exempt employees who are working on-site as of the time of the closing will be paid for a full day. If an employee leaves earlier than the official closing time, they will be paid only for actual hours worked, or they can take available paid time off. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Refer to the Collective Bargaining Agreement (CBA) for details on emergency closings for union employees.

# Workplace Guidelines

## Attendance

Regular and predictable attendance is considered an ~~performance standard~~ essential function of all positions as every position is vital to the overall success of the City. All employees are expected to arrive on time, ready to work, every day they are scheduled to work and work their full shift.

If unable to arrive at work on time, leaving a shift early or if an employee is absent for an entire day, the employee must contact the Supervisor at least an hour in advance or as soon as possible. Supervisors will establish how notification is to occur for their team. Excessive absenteeism or tardiness may result in corrective action up to and including termination.

## Flex Scheduling

Employees may, with the approval of their Department Head, participate in "flex scheduling." The Department Head will determine if flex scheduling is available within each respective department.

## Remote Work

~~Eligible e~~Employees may, with the approval of their Department Head, work remotely up to eight hours a week. The City Administrator and Department Head will determine whether remote work is appropriate based on job requirements, staffing, security, and individual employee's remote work effectiveness. An employee's Department Head may approve remote work in excess of eight hours a week under special circumstances.

## Job Abandonment

Not reporting to work or failing to call to report the absence is a no-call/no-show and a serious matter and may result in corrective action. If an employee fails to show up for work or to call in for a period of three consecutive shifts, they will be considered to have abandoned their job and voluntarily resigned.

## Employee Conduct

It is the City's expectation that an employee's behavior be appropriate to the work situation, contribute to the customer-service and helping orientation and present a friendly, cooperative work environment for coworkers. Employees are to conduct themselves and behave in a manner that leads to the efficient and effective operation of the City.

It is not possible to include an exhaustive list of all desired or prohibited employee behaviors. In the interest of providing a safe and comfortable work environment, inappropriate behavior may

result in corrective action up to and including termination. The examples listed below of inappropriate conduct are not intended to be definitional, descriptive, or exhaustive:

- Theft, disobedience, or insubordination;
- Failure to perform an assigned job;
- Willful destruction, defacing or gross misuse of City property;
- Actions which result in damage to the reputation of the City or monetary costs due to error or omission of a serious nature;
- Dishonesty, including but not limited to such offenses as:
  - Falsification of information in an employment application;
  - Providing false or misleading documents or information to the City;
  - Alteration or falsification of timecards, including punching another employee's timecard;
  - Falsifying expense reimbursement reports;
- Willful performance of unsafe acts, willfully directing an employee to perform an unsafe act or willful or reckless negligence resulting in a safety hazard;
- Harassment of another employee, including use of abusive or obscene language or gestures toward another person;
- Engaging in behavior which creates discord and lack of harmony;
- Other inappropriate behavior as described in other conduct-related policies.

This is not meant to be an all-encompassing list. Other violations may be grounds for immediate discipline or discharge at the discretion of the City Administrator. An employee may be dismissed for unsatisfactory work performance whenever work habits, attitude, production, or ability to handle the duties of the position fall below the desired standards for continued employment. Each case shall be considered on its own merits with due consideration as to the nature of the offense, the cause, the background, the likelihood of repetition, and the attitude of the offender.

## Dress and Appearance

It is important for all employees to project a professional image while at work by being appropriately attired. City employees are expected to be neat, clean, and well-groomed while on the job. Clothing must be consistent with the standards for a business environment and must be appropriate to the type of work being performed. If clothing is deemed questionable, the Department Head will address it with the individual employee. Department Heads will establish standards appropriate in their respective areas, taking into account safety needs, interaction with the public and other relevant considerations to the work performed. If your supervisor feels your attire and/or grooming is out of place, you may be asked to leave your workplace until you are properly groomed and/or attired. Non-exempt employees will not be compensated for any work time missed due to non-compliance with this policy. Employees who violate dress code standards may be subject to appropriate disciplinary action.

### Uniform and Uniform Allowances

The City expects all employees to be dressed appropriately to provide a safe work environment. To assist employees in doing this, the City will provide uniforms and/or clothing reimbursement for those in roles that require additional clothing and gear to meet safety considerations. The City will reimburse eligible employees for items established as relevant to their particular role. The employee must submit for reimbursement within the same fiscal year that the item was bought. The amount of reimbursement will be determined by the City Administrator.

Employees covered by a Collective Bargaining Agreement should refer to their contract for information regarding uniforms and clothing reimbursement.

Items purchased with this allocation must be purchased at vendors designated by the City and for use in positions that require the designated articles of clothing. Any amounts over the maximum rate will be the responsibility of the employee at the time of purchase unless otherwise approved.

## **Computers, Internet, Email, and Other Resources**

The City maintains computer systems, network utilities, electronic mail, digital assistance, telephone system, cell phones, wireless devices, and fax to assist in conducting business. The electronic messaging system and Internet access, like paper files and notebooks, are assets provided to City employees to assist them in performing their work efficiently. These tools, and the work they contain, are the property of the City and should be used for business purposes. Employees found to have violated this policy, or to have engaged in illegal or unethical practices, will be subject to disciplinary action, which could include termination of employment and criminal prosecution.

### **Privacy**

Because all electronic communications and content are the property of the City, employees should not expect that communications or content are private. The City reserves the right to audit, intercept, access, retrieve, monitor, block, review, copy, delete, or disclose any communications or other content in the electronic communications systems, for any purpose, without notice to the employee and without seeking permission of the employee. The confidentiality of any message should not be assumed.

The City provides computer hardware and software systems for use by City employees in the performance of their City duties. Use of computer resources is limited to legitimate City business consistent with the work assignment. All information and communications transmitted or received by, received from, or stored in these systems are the property of the City.

**Business Use.** All City electronic communication systems are to be used primarily for business purposes. Any personal use of electronic communication systems is not private, is subject to this policy, and must be incidental, occasional, and kept to a minimum. Chain letters, joke chains, gambling, games, and similar activities are not allowed.

**Business Form.** Email and voicemail messages reflect the City image. They should be courteous, professional, and businesslike. It is expected that employee communications on the electronic communication systems will reflect favorably on the City and on the employee.

**Sensitive Communications.** Email, voicemail, Internet, wireless, and facsimile transmissions may not be appropriate vehicles for certain sensitive or confidential communications. Employees shall consider if it is better to discuss certain topics face-to-face to protect the City's proprietary or confidential information or sensitive personnel matters.

**Open Records Laws.** Notwithstanding the City's right to access communications and other content contained on its electronic communication systems, employees are expected to respect the confidentiality of content and communications sent to or received by others, subject to Open Records Laws of the State of Iowa.

**Password Protection/Disclosure.** Unauthorized access of any other user's messages or files is strictly prohibited. Employees are to use password protection when appropriate and not write it down somewhere where it might be read by others. Employees are to use the password-protected screen when leaving computers unattended.

**Virus Protection.** Files from outside can be infected by viruses. No file from an external source (email, Internet, software, document, spreadsheet, etc.) should be stored or loaded on any computer unless it is scanned for viruses. Never download or open an attachment in any message from an unknown sender.

**Unacceptable Use.** All use of City-provided communications systems, including email and internet use, should conform to our guidelines/policies, including but not limited to the Equal Opportunity, Harassment Prevention, Confidential Information, and Conflicts of Interest along with any applicable federal and state laws.

**Electronic Mail.** Email is subject to all policies regarding computer use outlined in this policy. Users should not consider electronic communications to be either private or secure. For purposes of monitoring compliance with this policy, the Supervisor, with prior approval from the City Administrator and/or legal counsel and, if applicable, the Department Head, may inspect or monitor electronic messages, provided such inspection is not in violation of state or federal law. The City reserves the right to cooperate fully with local, state, or federal officials in any investigation concerning or relating to any mail transmitted on any network.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.

## Social Media

The City has strong interests and expectations as to what is communicated on behalf of the City on social media websites. The City has adopted the following guidelines for social media use:

1. An employee representing the City using social media sites must conduct themselves at all times as a representative of the City and be in accordance with City policies. For example, employees posting on behalf of the City should utilize appropriate and professional language, attire, and profile pictures. Employees who fail to conduct themselves positively and professionally will be subject to discipline, up to and including termination.

2. Employees must be respectful and behave professionally to fellow employees, businesses, community members, and the City, when using social media sites.
3. Employees must refrain from posting material that may promote, foster, or encourage discrimination on the basis of race, age, religion, gender, marital status, national origin, sexual orientation, gender identity, or disability.
4. Employees shall not use the City's name in their online identity (e.g. username, "handle" or screen name) unless expressly authorized by the City.
5. Employees will use the City's intellectual property, logos, trademarks, or copyrights in an approved manner.
6. It is assumed that the predominate use of the internet and electronic mail will be for work use and that any personal use of these resources will be limited; never a priority over work matters. This includes social media sites. If an employee is found using these resources for an excessive amount of time for personal use, the employee would be subject to disciplinary action, up to and including termination.

**Everything posted on social media sites is public information, and employees shall not expect privacy regarding information posted on these sites. The City reserves the right to restrict or remove any content that is deemed in violation of this policy.**

## Cell Phone Use

The purpose of this policy is to provide guidelines regarding the use of City-issued and personal cell phones by employees. The following are general guidelines for cell phone usage:

- An employee issued a cell phone for City business or any employee using a personal cell phone while operating a City-owned vehicle is ~~expected~~required to use hands-free technology or cease motor vehicle operations during the course of the conversation. ~~The City~~State law deems it unsafe to hold a cell phone while driving and; therefore, the City requires the use of hands-free technology. Texting while driving in Iowa is illegal per state law.
- City employees who are issued a cell phone or who receive a cell phone allowance are expected to have it with them for response on a regular basis. The City acknowledges the cell phone may be used occasionally for personal phone calls as well as City-related phone calls. The employee is expected to reimburse the City for any unapproved expenses related to the use of the City's cell phone.
- The employee shall surrender all City property including a City-issued cell phone and related cellular phone equipment upon termination or on the direction of the Department Head or City Administrator.
- There should be no expectation of privacy with regard to any use or information stored on the City-issued cell phone. The City may access information on such phone at any time and for any reason.

## Corrective Action

The City expects employees to comply with the City's standards of behavior and performance and to correct any noncompliance with these standards. When an employee violates rules, regulations, standards of conduct and behavior, or acts contrary to the best interests of the City

and the community, the employee may be subject to corrective action up to and including termination. Nothing herein is intended to impact the conditions of employment or the “at-will” nature of the employment relationship which allows the relationship to be ended by either party at any time for any reason.

Corrective actions may entail verbal or written warnings, performance improvement plans, suspension, or termination. The City reserves the right to exercise discretion in discipline as no two situations are identical and individual circumstances will determine the appropriate level of corrective action implemented.

The City reserves the right to take any corrective action it considered appropriate, including termination, at any time.

## Conflict Resolution Procedure

The purpose of this conflict resolution procedure is to assure fair and equitable treatment for all employees not covered by a union contract, including supervisors and managers; to promote harmonious employer-employee relations; to establish a review procedure on matters for which an appeal and hearing are not specifically provided by law; to provide employees a systematic means for receiving full consideration of problems when efforts to resolve them through discussion have failed; to encourage the settlement of disagreements as near as possible to the point of origin; when necessary to provide an orderly procedure to handle the review and resolution of disagreements by successively higher supervisory levels; and to provide for the resolution of disagreements as quickly and efficiently as possible.

- Formal conflict resolution may be initiated only by the affected employee.
- The parties to the conflict may extend the time limits specified in the conflict resolution procedure by mutual agreement. Upon failure of the City to comply with the time limits set forth in the procedure, the employee may proceed to the next level of review. Failure of the employee to comply with the time limits set forth in the procedure shall constitute an abandonment of the conflict.
- The employee is assured freedom from reprisal from the City or its representatives by using the conflict resolution procedure.
- Records of conflict resolution proceedings and supporting documentation will be maintained in a confidential file.

### Options for Redress of Conflicts

**Informal Conflict Resolution Procedure.** An employee who has a problem or complaint should first try to get it settled through discussion with their immediate supervisor. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to proceed with the formal procedure.

**Formal Conflict Resolution Procedure.** If the employee is not in agreement with the decision reached by the informal procedure, a formal appeal shall be filed in writing within 10 working days after the event giving rise to the conflict, or within five working days of the discussion between the employee and their supervisor, whichever is later. In cases where the employee learns of the event after its occurrence, the 10 days shall begin with the time the employee

learned, or had a reasonable opportunity to learn, of the occurrence. The following are the steps that should be followed for a formal conflict resolution.

**Step 1.** The appeal shall be presented in writing to the employee's immediate supervisor, who shall render a decision and comments in writing to the employee within five working days of receiving the appeal.

**Step 2.** If the employee does not agree with their supervisor's decision, or if no answer has been received within five working days, the employee may present the appeal in writing to the Department Head. The Department Head or a designated representative shall discuss the conflict with the employee and with other appropriate people. The Department Head shall render a decision and provide comments, if any, in writing to the employee within 10 working days of receiving the appeal.

**Step 3.** If the employee does not agree with the decision reached, or if no answer has been received within 10 working days, the employee may present the appeal in writing to the City Administrator. The City Administrator or designee shall discuss the conflict with the employee and with other appropriate persons. The City Administrator may designate a fact-finding committee, an officer not in the normal line of supervision, or another third-party, to advise the City Administrator concerning the appeal. The City Administrator shall render a decision in writing to the employee within 20 working days of receiving the appeal. The City Administrator's decision shall be final.

If the employee files any claim or complaint, in any form other than under this procedure, then the management shall not be required to process the same claim or set of facts through the formal procedure. All conflicts shall be submitted, if at all, only as provided above. The employee shall not submit their conflict to any elected official; however, the employee may submit their conflict to the City Attorney if the conflict involves the City Administrator or any elected official.

## **Environmental Responsibility**

Employees shall take into consideration the impact of the environment in their official duties as City of Windsor Heights employees and reasonably seek to minimize actions unnecessarily harmful to the environment.

### **Purchases**

All purchases on behalf of the City shall follow the Windsor Heights Purchase Policy which considers fiscally responsible purchases that reduce resource consumption and waste and promote human health and well-being.

### **City Vehicle Idling**

In accordance with the City's Clean Energy Resolution of 2022, employees shall refer to their respective departmental policies regarding excessive vehicle idling.

# Time Off and Leaves of Absence

## Holidays

All regular full-time employees, excluding those covered by a Collective Bargaining Agreement (CBA), shall receive eight ~~hours~~ paid holiday leave on the following days:

- New Year's Eve
- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- ~~Juneteeth~~ ~~Juneteenth~~
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Workday directly before or after Christmas (as annually designated by the City Administrator)

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, it will be observed the preceding Friday.

**Floating holidays.** Additionally, qualifying employees receive 24 hours in "floating" holidays. Floating holidays may be used pursuant to the same policies as outlined for the use of paid time off (PTO).

**Religious observances.** Employees who need time off to observe religious practices or holidays not already scheduled by the City should speak with their Supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. With a supervisor's pre-approval, employees may also be able to switch a scheduled day with another employee, or take vacation or paid time off, or take off unpaid time if no paid time is available. The City will seek to reasonably accommodate individuals' religious observances.

## Executive Leave

Employees classified as salaried exempt are eligible for executive leave. Executive leave is defined as an absence from regular duty which has been administratively authorized, and which does not result in a charge against leave of any kind or a loss in salary. Salaried employees will receive 32 hours of executive leave on the first day of each ~~calendar~~ ~~fiscal~~ year.

Additionally, the City Administrator may approve Executive leave to any employee based on extenuating circumstances. The following are ~~examples, which~~ ~~examples which~~ may warrant executive leave:

**Commented [RS1]:** This makes all leave starting on the first day of the calendar year.

- Physical examination for employment with the City or for induction or enlistment in the active armed services;
- Employees volunteering as blood donors without compensation; and
- Employees who are pallbearers or are involved in the color guard or honor guard of any funeral will be granted necessary time off, up to one day, at the discretion of the City Administrator.
- Employees providing duties on behalf of a job-related professional organization.

Salaried employees may request additional executive leave for extenuating circumstances. Additional executive leave may be granted by the City Administrator.

Executive leave time may not be carried over from one year to the next unless approved by the City Administrator.

## Paid Time Off (PTO)

The City recognizes the importance of taking time off from work to relax, spend time with family, and enjoy leisure activities. The City provides paid time off (PTO) to eligible regular full-time and part-time employees for this purpose and eligible employees will accrue paid time off according to the following schedules. Refer to the Collective Bargaining Agreement (CBA) for details on paid time off for union employees.

### Regular Full-Time Employees Accrual Rates

Regular full-time employees will accrue PTO as follows:

| Years of Service | Accrual Per Pay Period |
|------------------|------------------------|
| 1 - 5            | 6.78 hours             |
| 6 - 10           | 8.27 hours             |
| 11 - 20          | 9.84 hours             |
| 21+              | 11.38 hours            |

### Regular Part-Time Employees Accrual Rates

Regular part-time employees, not including part-time ~~firefighter~~firefighters, will accrue PTO as follows:

| Years of Service | Accrual Rate                            |
|------------------|-----------------------------------------|
| All              | 12 PTO hours for every 520 hours worked |

Commented [PR2]: spacing

### Requesting Paid Time Off

PTO can be used in a minimum of 30-minute increments by non-exempt roles and in four (4) hour, or half-day, increments by exempt roles; the City will comply with applicable federal or state law regarding allowance for smaller increments. PTO and other applicable paid leave time must be used prior to recording time as leave without pay.

PTO requests must be made in advance with the employee's Supervisor as follows:

- PTO requests of one week duration or more should normally be made not less than thirty (30) days in advance.
- PTO requests of four (4) days or less can be made at any time but should normally be made 48 hours in advance.

The Supervisor will review the request and will approve or deny the request based on organizational and departmental needs with consideration given to timing of any requests, seniority and prior requests.

### Paid Time Off Accrual Maximums

Employees can accrue up to a maximum of 400 hours of paid time off and compensatory hours combined. Once the maximum number of hours is reached, employees will no longer accrue additional paid time off until the bank of hours are reduced. The City Administrator may temporarily extend PTO maximums for employees impacted by staffing shortages or ~~weather~~ weather-related job requirements.

### Cash Out Paid Time Off (PTO)

An employee may elect to cash out 40 hours of PTO four times per fiscal year but must have a minimum balance of 80 hours after the cash out. The Department Head may allow employees to cash out in increments other than 40 hours, but cash outs cannot exceed a total of 160 hours per employee in a fiscal year.

**Commented [PR3]:** PD has allowed different amounts from time to time.

### Donated PTO

Employees are eligible to donate or receive donated leave for an absence from work that meets the definition of Medical/Sick Leave. Leave must be donated in increments of no less than one hour and shall not exceed eight hours. An employee interested in donating or receiving leave should contact the Finance Director.

### PTO at Termination

Upon resignation with two weeks' notice provided, an employee shall be paid for all unused PTO at the time of separation from employment. An employee terminated for cause or who resigns without providing two weeks' notice, shall not receive payout of PTO unless otherwise determined by City Administration.

## Unpaid Leave of Absence

The City understands that there are ~~times~~ times when an employee may need additional time off for personal reasons. If an employee has exhausted all applicable PTO, compensatory time and FMLA leave, if eligible, an employee may request an unpaid leave of absence. Approval of unpaid leave is at the discretion of the Department Head and City Administrator.

During ~~an unpaid~~ leave granted under this section, employees do not receive compensation, do not accrue length of service, PTO, and are not eligible for paid holidays. The City does not make contributions to retirement programs for the duration of the leave. Employees may continue in the group health program during ~~an unpaid~~ leave under this section by paying the full cost of the premium by the first of the month for the following month's coverage. Failure to pay the premium on time will result in termination of coverage.

If an employee plans to return to work following unpaid leave taken under this section, the employee must notify their Department Head before the end of the leave. The City will attempt to restore the employee to the position the employee held at the start of the leave, or in a comparable position, if possible. If no such position is available, the employee's employment will be terminated.

## Pregnancy and Birth Or Adoption Of Child Leave

If an employee meets the eligibility requirements under FMLA provisions, an employee will be offered FMLA for pregnancy leave. If an employee is not eligible for FMLA, the City will comply with the Iowa Civil Rights Act which requires employers to grant unpaid leave to employees who are temporarily disabled because of pregnancy or related medical conditions, even if similar leaves are not granted for other temporary disabilities, and even if the leave is not available to the employee under any health, or temporary disability, ~~or sick leave plan~~ for up to eight (8) weeks.

If an employee or their spouse gives birth or adopts a child, they shall be eligible for ~~28 days~~ 160 hours of ~~Paternity/Maternity Leave Paid Time Off~~. This leave must be taken in a minimum of 4 hour increments and must be used within 365 days. This Paternity/Maternity Leave PTO is not eligible for pay out. If both spouses are employed by the City of Windsor Heights a maximum of 160 hours ~~28 days~~ per family unit shall be allocated.

## Lactation

The City will provide reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child's birth each time such employee has the need to express the milk. The City will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

The City will provide a reasonable amount of break time to express milk as frequently as needed by the nursing mother. The frequency of breaks needed to express milk as well as the duration of each break will likely vary, and the employee must communicate with her Supervisor regarding the timing of the breaks.

Employees who use break time to express milk will be compensated in the same way that other employees are compensated for break time. In addition, ~~the FLSA's~~ FLSA's general requirement that the employee must be completely relieved from duty or else the time must be compensated as work time applies.

## Family and Medical Leave

The City complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The City also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws. Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact your immediate Supervisor or Human Resources to discuss options for leave.

### Eligibility

The FMLA defines eligible employees as employees who have worked for the City for at least 12 months, have worked for the City for at least 1,250 hours in the previous 12 months, and work for a covered employer which includes all public agencies, including state, local, and federal employers.

Employees who are applying for and are granted [a leave](#) under FMLA must meet notification and documentation requirements as outlined in this policy. Failure to meet these requirements may result in the denial or revocation of the FMLA leave.

### Duration and Basis for Leave

Eligible employees are entitled up to 12 work weeks of unpaid, job-protected leave during any 12-month period for one or more of the following reasons:

- For incapacity due to pregnancy, prenatal medical care, or childbirth;
- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
- A serious health condition that prevents the employee from performing one or more of the essential functions of their position.

### Defining a Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

~~The continuing~~[Continuing](#) treatment over an extended period of time requirement may be met by:

- Incapacitation for more than three consecutive calendar days (incapacity is broadly defined to mean inability to work, attend school, or perform other regular daily activities) combined with
- Visiting a health care provider two or more times, or
- One visit to a health care provider followed by a regimen of continuing treatment;
- Or incapacity due to pregnancy, or incapacity due to a chronic condition.

The term “serious health condition” as it applies to employees is not intended to cover short-term illnesses for which treatment and recovery are brief (e.g., minor illnesses that last a few days, outpatient surgical procedures that require brief recovery periods).

### **Military Family Leave Entitlements**

Eligible employees with a spouse, child, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from:

- Short notice of deployment (limited to up to seven days of leave);
- Attending certain military events and related activities;
- Arranging childcare and school activities;
- Addressing certain financial and legal arrangements;
- Attending certain counseling sessions;
- Spending time with a covered military family member on short-term temporary rest and recuperation leave (limited to up to five days of leave);
- Attending post-deployment reintegration briefings;
- Arranging care for or providing care to a parent who is incapable of self-care; and
- Any additional activities agreed upon by the employer and employee that arise out of the military member’s active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform their duties and for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **Rolling Period Measurement**

The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered service member with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

### **Intermittent or Reduced Work-Schedule Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent or reduced work schedule basis. Employees taking leave to care for a newly born or newly placed child do not have a legal right to take intermittent leave and can do so only with their supervisor's consent.

An employee who is on intermittent leave or a reduced-schedule leave may be required to transfer temporarily to an available alternative position if they are qualified. This situation may occur if the City believes that the temporary job can more easily accommodate the recurring periods of leave than the employee's regular position.

#### **Substitution of Paid Leave for Unpaid Leave**

The City requires employees to use any accrued paid time during an unpaid FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the City's normal paid leave procedures found in those policies.

#### **Combined Leave for Spouses**

If an employee and their spouse are employed by the City, their combined FMLA leave eligibility may not exceed 12 work weeks during any 12-month period for the birth, adoption, or foster care of a child or the care of a parent with a serious health condition.

#### **Employee Responsibilities**

Employees must provide 30 ~~days~~<sup>days</sup> advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures.

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include ~~that~~<sup>whether</sup> the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.

Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The City also may require a second, and if necessary, a third opinion (at the City's expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The City also may delay or deny approval of leave for lack of proper medical certification.

#### **City Responsibilities**

The City will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If employees are not eligible, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's FMLA leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify the employee.

#### **Other Provisions**

Under an exception to the Fair Labor Standards Act (FLSA) in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain ~~highly-skilled~~ highly skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the City has approved the employment under its Outside Employment policy and the employee's reason for FMLA leave does not preclude the outside employment.

#### **Restoration ~~to~~ Position**

When an employee returns to work following ~~an authorized~~ authorized FMLA leave, they will be:

- Restored to the position held when the leave began if they return within the 12-workweek period (different rules may apply for certain highly compensated employees in accordance with applicable law) or;
- Provided with an equivalent position with the same benefits, pay, and other terms and conditions of employment.

However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

#### **Continuation of Benefits**

During FMLA leave, the City will maintain payment of the employer's portion of the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

~~Vacation, sick and~~ PTO leave benefits do not accrue during any period of unpaid leave.

## **Military Leave**

The City supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. The City will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Iowa Code Section 29A.28. Employees who are members of a reserve force of the United States or of the state of Iowa shall be granted a leave of absence when ordered to attend a training program or perform other duties under the supervision of the United States or the state of Iowa.

Any employee who needs time off for uniformed service should immediately notify their supervisor and City Administrator, who will provide details regarding the leave. If an employee

is unable to provide notice before leaving for uniformed service, a family member should notify the Supervisor as soon as possible.

A period of military leave shall be counted as full service with the City for the purpose of assessing PTO accrual rights. The City will pay the employee the difference between the "duty" pay received and the normal pay that would have been received if working their full schedule.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

## Veterans Day

Veteran employees may request to receive a day off from work on Veterans Day (November 11), if the employee is otherwise scheduled to work. The employee must submit a time off request thirty (30) days in advance requesting to take time off for Veterans Day. An employee is required to use earned paid time off, if eligible, before unpaid time may be used, unless state law otherwise dictates. The City will comply with any applicable federal, state or local laws pertaining to Veterans Day.

## Bereavement Leave

The City recognizes that the loss of a family member requires time to grieve and handle matters. Regular full-time and regular part-time employees are eligible for paid bereavement leave in the following circumstances:

**Immediate Family.** In case of death in the immediate family, which includes spouse, domestic partner, parents, siblings, grandparents, grandchildren, and in-laws of the employee, a regular full-time or regular part-time employee may be granted up to five working days.

**Extended Family.** In case of death in the extended family, which includes children of siblings, aunts and uncles, a regular full-time or regular part-time employee may be granted up to two working days.

Payment for bereavement leave shall equate to the standard scheduled hours per day during which the employee takes bereavement. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

## **Jury Duty/Court Appearance**

The City supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their Supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

If an employee is called to serve on a jury, they will incur no loss of pay. Employees are, however, required to return to the City any payment received from the Court for jury service other than travel or expense allowances.

On any day when jury service ends before the end of the employee's usual workday, the employee must check in with their Supervisor to find out whether the employee needs to return to work for that day.

Time for appearance in court for personal reasons/business will be the individual employee's responsibility. Normally, accrued paid time off will be used for this purpose.

## **Time Off for Voting**

The City recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your Supervisor to discuss scheduling accommodation.

## **Return-To-Work Policy**

### **Temporary Modified Assignment**

It is the policy of the City of Windsor Heights (City) to provide temporary modified work, if available at the earliest possible date following an injury or illness, for employees who are unable to return to their regular job classifications. This policy is to complement the procedures applicable to employees eligible for reasonable accommodation or covered under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA).

Inquiries about the ADA or FMLA should be directed to Human Resources.

### **Eligibility**

Whenever an employee becomes unable to temporarily perform his/her regular job classification the City may offer temporary modified work. Whether the City offers temporary modified work is always dependent upon the individual circumstances.

### **Modified Duty**

Temporary work assignments within the worker's physical abilities, knowledge, and skill (also known as light duty and transitional duty). Modified Duty assignments must be accompanied by a Work Status Report or medical provider's certification.

### **Objectives**

- Provide procedures for administering temporary modified return-to-work assignments;
- When possible, temporary modified assignments will be made available to injured workers to minimize or eliminate lost time from work. The City cannot guarantee temporary modified assignments and is under no obligation to offer, create or burden any specific position for the purpose of offering placement to such a position.
- Promote speedy recovery and rehabilitate [employeeemployees](#) back to work as effectively and as quickly as possible while keeping the employee's work patterns and income consistent.
- Complete the essential tasks of the employee's job function.
- Maintain communication among all parties to ensure quality medical care and to manage claim costs.

## Procedures

### Employees Direct Supervisor/Human Resources:

- Provides the employee with a job description that reflects the essential functions and physical demands of the position and a Work Status Report for the designated medical provider to complete.
- Reviews the completed Work Status Report or medical certification in conjunction with the job description to determine if temporary modified work is available in any department within the City. Consults with the Designated Medical Provider if necessary.
- Fills out the Return To Work Agreement and meets with the employee to review.
- Monitors on-going medical and work adjustment, meets with employee as needed to review status.
- Determines from Medical Provider whether restrictions apply both at home and at work or other non-work location.

### Employee

- Takes required paperwork to designated medical provider appointments (job description, Work Status Report).
- Reviews and signs Return To Work Agreement
- Follows work restrictions as prescribed by designated medical provider.
- Adheres to the temporary restrictions and accommodations, does not perform any activities that exceed work restrictions. Adheres to restrictions both at work and elsewhere as determined by Medical Provider.
- Reports immediately to supervisor any work duties or activities that exceed work restrictions.
- Reports immediately to supervisor if any work restriction(s)/accommodation(s) cause discomfort or make medical condition worse.
- Informs supervisor in advance of medical appointments, schedule any medical appointments during non-work time, if possible.

- Updates supervisor with current Work Status Report or updated certification from designated medical provider after every appointment.

In the event an employee refuses a temporary modified assignment, which is within the restrictions identified by the designated medical provider, workers compensation benefits could be affected. In such cases, the City will notify the insurance carrier of the employee's refusal of the temporary modified assignment. For an employee covered by the FMLA, an employee may refuse a light duty or modified work assignment, but it may have an adverse effect on the employee's workers' compensation benefits.

If, at the end of the temporary modified duty assignment, the employee is able to perform his/her regular job duties with or without reasonable ~~aeaccommodations~~[accommodation](#), then the employee may return to his/her regular position. If, at the end of the temporary modified duty assignment, the employee is not able to perform his/her regular job duties with or without reasonable accommodations, the City will review the employee's medical condition and determine whether the individual is a qualified individual with a disability and whether the employee's work restriction can be reasonably accommodated to allow the employee to return to work in some capacity. If no reasonable accommodation is available to return the employee to the previous or different position, the City will then consider placing the employee on a time limited unpaid leave of absence or ending the employment.

## Employee Wellbeing Benefits

The City recognizes the value of benefits to employees and their families. The City supports employees by offering a comprehensive and competitive wellbeing benefits program. For more information regarding benefit programs, please refer to the Benefits Booklet, which can be obtained from Human Resources. To the extent of the information provided here conflicts with the full plan document, the full plan document will control.

### Wellbeing Benefits Eligibility

Regular, full-time employees working 30 or more hours per week are eligible for benefits on the first day of the month following the date of hire. To maintain coverage, employees must work a minimum of 30 hours per week on average.

Below is a list of wellbeing benefits that may be offered through the City's benefit plan. This is not intended to be a comprehensive ~~list~~[list](#), and coverage can change at the discretion of the City. Refer to the City's Benefits Booklet and plan documents for full details regarding benefit plans:

|                  |                             |
|------------------|-----------------------------|
| Medical Benefits | Long-Term Disability (LTD)  |
| Dental Benefits  | Short-Term Disability (STD) |

|                                 |                                                              |
|---------------------------------|--------------------------------------------------------------|
| Vision Benefits                 | Life Insurance and Accidental Death and Dismemberment (AD&D) |
| Flexible Spending Account (FSA) | Voluntary Products                                           |

Employees may be required to share in the cost of the benefits through payroll deduction.

**City-Funded Deductible Reimbursement Program.** The City reimburses eligible employees for expenses incurred in a calendar year (January 1-December 31) for meeting their annual health insurance plan deductibles. Reimbursements will be handled by the third-party provider in conjunction with the health insurance provider.

Inactive employees or former employees covered under COBRA are not eligible for the City-Funded Deductible Reimbursement Program.

**Deferred Compensation Account.** The City pays \$150.00 per month towards a deferred compensation account for all eligible employees who have employee-only health insurance coverage or opt for no health insurance coverage through the City. Employees who opt out must provide proof of participation in a qualifying plan. To access this benefit, employees must contact the Finance Director.

**Hepatitis B Vaccination.** Eligible employees can elect to receive the Hepatitis B Vaccination series by meeting the following criteria:

- If an eligible employee elects to receive the series, they may do so from a provider of their choice or a public health organization.
- Upon documentation of the series initiation, the employee or the provider will be compensated for the series cost.
- If a private provider is chosen, reimbursement will not exceed the amount of the cost to the City of providing the injection. Any additional cost in such a case must be borne by the employee.
- Failure to proceed with the series of injections within 30 days of serum order waives the City's offer to pay for the series. In this case, the employee must reimburse the City any Hepatitis B vaccine-related fees paid to the employee or any provider on their behalf, or such fees shall be withheld from the employee's subsequent paycheck.

The City is not responsible for any claim, warranty, or guarantee of the Hepatitis B Vaccine serum, effectiveness thereof or for potential side effects, nor does it acknowledge the need for the series as prevention from infection-related employment with the City.

Eligible employees who do not elect to participate in the Hepatitis B Vaccination program will be asked to sign a waiver declining participation.

## Continuation of Wellbeing Benefits

- **Separation of Employment** - If employment is terminated, benefits will end on the last day of the month the employee actually worked.
- **Covered Leave** - Throughout a medical leave of absence, the employee may participate in the City's employee benefit plans as if actively employed. The employee continues to

pay the employee cost of all benefits for the first three months. After three months, the employee pays the entire cost of all benefit premiums.

- **Concurrent Coverage** - Disability benefits will run concurrently with FMLA leave and/or any other leave, where permitted by state and federal law.

## Consolidated Omnibus Budget Reconciliation Act (COBRA)

When an eligible employee or employee's eligible family member experiences a qualifying event that causes a loss of eligibility for the City's health coverage, they have the option to continue health coverage at their expense under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Refer to the Benefits Booklet for additional information.

- COBRA coverage applies to the type(s) of health coverage (i.e., medical, dental, and/or health care flexible spending account) that the employee had at the time of the qualifying event.
- Coverage is continued only for a specified time period.
- The City may charge up to 2% for administrative fees as allowed by law.

## Retirement Savings Plans

**IPERS.** The retirement program for all regular full-time, part-time, and certain seasonal/temporary employees is the Iowa Public Employees' Retirement System (IPERS).

**Deferred Compensation 457(b).** Regular full-time employees may defer, or set aside, a portion of their paycheck on a bi-weekly basis and delay paying federal and state taxes on that amount deferred. Changes to contribution amounts by the City are effective on the employee's anniversary date that corresponds with the start of each new year of service. It is the employee's responsibility to monitor their own retirement account.

The City shall match the following percentage of salary to a deferred compensation plan in which the City participates for employees pursuant to the following schedule.

| City's Contributions to Deferred Compensation Plan |                       |
|----------------------------------------------------|-----------------------|
| Years of Service                                   | % of Employees Salary |
| 3 - 5                                              | 1.0%                  |
| 6 - 10                                             | 1.5%                  |
| 11 - 20                                            | 2.0%                  |
| 21+                                                | 2.5%                  |

Refer to the Collective Bargaining Agreement (CBA) for details on the deferred compensation plan for union employees.

Eligibility, vesting, and all other matters relating to these plans are explained in the Benefits Booklet that can be obtained from Human Resources.

## Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment. The City pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The City abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the Supervisor and City Administrator within 24 hours or soon as practicable. The Supervisor will complete an injury report with input from the employee and return the form to Human Resources. The claim will be filed with the insurance company. In cases of true medical emergencies, call 911 or report to the nearest emergency room.

Workers' compensation benefits will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not receive accrued paid leave for approved absences covered by the City's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

## Education/Tuition Assistance

Regular full-time employees are eligible for tuition reimbursement up to \$5,250 per fiscal year upon successful completion of a work-related course. All courses must be pre-approved by the Department Head. Once the course is completed, the employee will submit a certified transcript of grades with receipts for expenses. The reimbursement amount is based on a grading scale as outlined in the table below. Tuition reimbursement has a lifetime maximum payout of \$8,250 for one degree in each of the categories: Associate's, Bachelor's, or Master's.

| Maximum Credit Hour Reimbursement | Minimum Required GPA                   |
|-----------------------------------|----------------------------------------|
| \$250 per credit hour             | 3.0                                    |
| \$150 per credit hour             | 2.5                                    |
| \$50 per credit hour              | 2.0                                    |
| \$0 per credit hour               | Below a 2.0                            |
| Pass/Fail Course                  | 100% of maximum for pass / 0% for fail |

### Course Guidelines

- Obtain Department Head and City Administrator approval prior to enrolling in a course.

- You must have at least one year of full-time service with the City.
- Employees must be enrolled in an accredited college or university.
- Coursework/degree program must be related to the employee's current position or further their career growth within the organization.
- Employees can receive reimbursement for tuition, books, and lab fees.
- Within 60 days of completion of the coursework, employees must turn in the tuition reimbursement form into their Department Head with copies of receipts and official grade reports from the accredited college or university.
- The employee may be required to execute a separate tuition reimbursement agreement.
- No reimbursement will be given for educational efforts financed by any other source, i.e. V.A., the State, County and/or Federal grants, etc.
- Union employees should refer to their Collective Bargaining Agreement.

### Separation of Employment

Should the employee's employment terminate voluntarily or involuntarily (with the exception of layoff or reduction in force), within twelve (12) months of receiving any reimbursement under this policy, the employee must repay 100% of the reimbursement amount.

## Employee Assistance Program

The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced help for all employees in dealing with issues that affect their lives and the quality of their job performance. The City wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

The City encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to the City, nor is the City given any information on who chooses to use the services. See the Benefits Booklet for additional information and contact details.

## Wellness Program

The well-being of our employees is extremely important to the City. The City provides [employees with](#) opportunities designed for the cultivation of employee well-being and enrichment of workplace culture. These opportunities target the social, financial, physical, emotional, career and community well-being of our employees. Current wellness programs offered to City employees, elected officials, and immediate family members, in some cases, include:

- **Workout Facility** - Employees (and their immediate family members) and elected officials are welcome to use the facility after completing a waiver of liability.
- **Smoking Cessation Programs** - The City reimburses eligible employees up to \$25/per month (up to 6 months) for expenses incurred from smoking cessation programs. Reimbursable expenses are considered costs incurred from prescriptions and other approved over-the-counter products.

- **Live Healthy Iowa** - Eligible employees who wish to participate in the Live Healthy Iowa Challenge representing the City of Windsor Heights team will receive free registration.
- **Physical Fitness Incentive** - Once per year, eligible employees can elect to participate in the ILEA approved Cooper Test standard (age and gender appropriate). Employees who successfully pass the fitness test shall receive a \$100 fitness incentive in the next available pay period. Employees who maintain a passing score for five or more consecutive years shall receive an annual fitness incentive of \$250 per year.
- **Special Programming** - The City, at City Council or City Administrator's discretion, may offer additional wellness programs throughout the year.

**City of Windsor Heights  
Employee Handbook  
Receipt and Acknowledgment**

I, the undersigned, hereby acknowledge receipt of a copy of the City of Windsor Heights Employee Handbook, which is the property of the City of Windsor Heights. I understand it is my obligation to read and follow the provisions of the Employee Handbook which apply to me during my employment with the City. I understand that if I am a member of a Collective Bargaining Unit (CBU), that the provisions of the CBU may affect certain policies in this handbook and it is my responsibility to read and follow the provisions of the CBU as well.

I understand that this Handbook is not a contract of employment, but rather an explanation of City policies. The City has not solicited my assent or agreement to the policies set forth in this Handbook and my employment is not in consideration of, or in return for, my being bound by this Handbook.

I understand that this Employee Handbook is provided to me for informational purposes only and is not intended to change the at-will nature of my employment relationship with the City. I recognize that either the City of Windsor Heights or I may terminate the employment relationship at any time, for any reason. Upon termination, the copy of the Employee Handbook shall be returned to your Supervisor. I understand the Employee Handbook is intended solely as a means of clarifying the current operations of the City of Windsor Heights and its policies, practices, and procedures. I further understand that the City of Windsor Heights is committed to reviewing these policies on an ongoing basis and reserves the right to change or eliminate any of the policies at any time.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

| \_\_\_\_\_  
Witness Name (printed)



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

**TO:** CITY COUNCIL

**FROM:** Adam Plagge, City Administrator  
Trey Rouse

**SUBJECT:** Consideration of the Second Reading of Ordinance 2025-02 - An Ordinance Amending Chapters 166, 168, 172, 175, and 179 of the Code of Ordinances for the City of Windsor Heights, With Regard to Accessory Dwelling Units and General Amendments

**GENERAL INFORMATION**

**ATTACHMENTS**

1. 8.4.25 General-Variance Zoning Code Language Update Staff Report
2. 8.4.25 ADU Zoning Code Language Update Staff Report
3. HF652\_GovLetter
4. SF592\_GovLetter
5. 25.02 Accessory Dwelling Units and General Amendments

## STAFF REPORT

Date: August 4th, 2025  
To: Windsor Heights City Council  
From: Trey Rouse  
Subject: General Updates to the City of Windsor Heights Zoning Code

### Summary

Through changes in the Iowa Legislation and current use of the Zoning Code as it exists, City Staff has gone through, reviewed, and documented updates to make to the zoning code pertaining to ease of use and updates to links within the code. These recommended updates by city staff are to create easier navigation of the existing code. Additionally, changes in state legislation have taken place that impact the Zoning Code. House File 652 was passed and signed and impacts the Zoning Board of Adjustments and variance approval process. An update to Chapter 179 has also been recommended to come into conformance with the new state legislation.

The recommended changes within this staff report consist of text amendments and updates to links within the code for conformance and ease of use for city staff, developers, and residents alike.

### Changes by the Iowa Legislature

With the latest legislative session now closed, House File 652 signed by Governor Reynolds and going into effect on July 1<sup>st</sup>, 2025, impacts the powers of the Zoning Board of Adjustments and their criteria for approval and denial of variances. This bill changes the criteria of “Hardship” that has previously been required to be shown to be able to gain a variance on a property within Windsor Heights. This criterion, which was previously hardship, is now required to show a “Practical Difficulty” that without the variance would be an unnecessary practical difficulty to utilize the property while also meeting the existing other conditions for a variance. No other requirements of conditions of approval or denial were changed with the passing and signing of House File 652.

### Changes Proposed to the Zoning Code

#### Chapter 168 Zoning Code – Zoning District Regulations

##### 168.02 Establishment of Districts.

The following base districts and overlay districts are hereby established. Table 168.08-01 displays the purposes of these districts.

| <u>BASE ZONING DISTRICT</u> | <u>DISTRICT NAME</u>                 |
|-----------------------------|--------------------------------------|
| R-1                         | Low Intensity Residential District   |
| R-2                         | Urban Family Residential District    |
| R-3                         | Multiple-Family Residential District |
| MH                          | Mobile Home Residential District     |

|    |                               |
|----|-------------------------------|
| CC | Community Commercial District |
| UC | Urban Center District         |
| LI | Limited Industrial District   |

| <u>OVERLAY DISTRICT</u> | <u>DISTRICT NAME</u>                      |
|-------------------------|-------------------------------------------|
| PUD                     | Planned Unit Development Overlay District |
| F                       | Floodplain/Floodway Overlay District      |

#### 168.04 Development Regulations.

For each Zoning District: Purposes are set forth in Table 168.~~08-01~~; uses permitted are set forth in Table 168.~~08-02~~; and site development regulations are presented in Table 168.~~08-03~~. Supplemental regulations may affect specific land uses or development regulations in each zoning district. The applicable supplemental regulations are noted in Table 168.~~08-02~~.

#### ***Table 168.~~08-01~~: Purposes of Zoning Districts***

Only change/update is to the title of the table.

#### ***Table 168.~~08-02~~: Permitted Uses by Zoning District***

Only change/update is to the title of the table.

#### ***Table 168.~~08-03~~ – Summary of Site Development Regulations***

| Regulator                                   | R-1   | R-2   | R-3   | MH                                          |
|---------------------------------------------|-------|-------|-------|---------------------------------------------|
| Minimum Lot Area<br>(square feet)           | 7,200 | 7,200 | 7,200 | See<br><u>Section</u><br><del>1724.02</del> |
| Minimum Lot Width<br>(feet)                 | 50    | 50    | 50    | See<br><u>Section</u><br><del>1724.02</del> |
| Minimum Yards<br><del>Setbacks</del> (Feet) |       |       |       |                                             |
| Front Yard <del>Setback</del>               | 25    | 25    | 25    | See<br><u>Section</u><br><del>1724.02</del> |
| Street Side Yard<br><del>Setback</del>      | 25    | 25    | 25    | See<br><u>Section</u><br><del>1724.02</del> |
| Interior Side Yard<br><del>Setback</del>    | 5     | 5     | 5     | See<br><u>Section</u><br><del>1724.02</del> |
| Rear Yard <del>Setback</del>                | 15    | 15    | 15    | See                                         |

|                                               |      |      |      |                                                    |
|-----------------------------------------------|------|------|------|----------------------------------------------------|
|                                               |      |      |      | <u>Section</u><br><u>172<del>1</del>.02</u>        |
| Maximum Height<br>(feet)                      |      |      |      |                                                    |
| Main Building                                 | 35   | 35   | 35   | See<br><u>Section</u><br><u>172<del>1</del>.02</u> |
| Accessory Building                            | 25   | 25   | 25   | See<br><u>Section</u><br><u>172<del>1</del>.02</u> |
| Maximum Building<br>Coverage                  | 40%  | 50%  | 50%  | See<br><u>Section</u><br><u>172<del>1</del>.02</u> |
| Maximum Impervious<br>Coverage                | 65%  | 65%  | 65%  | 50%                                                |
| Maximum Residential<br>Units Per Acre (du/ac) | 7.5  | 10   | 20   | 20                                                 |
| Lighting Zone                                 | LZ-1 | LZ-1 | LZ-2 | LZ-2                                               |

#### Chapter 172 Zoning Code – Supplemental Site Development Regulations

##### 172.05 Maximum Permitted Sound Levels Adjacent to Residential Zoning Districts.

Table 171.0~~56~~-01 displays the maximum permitted sound levels that may be generated by uses in the CC, UC, or LI zoning districts where adjacent to residential zoning districts. All measurements shall be taken at or within the boundary between the originating district and the adjacent residential zoning district with a sound level meter meeting American National *Standards* Institute (ANSI) specifications for a Type II or better general purpose sound level meter. The A-weighted response shall be used.

***Table 172.05-~~01~~ – Maximum Permitted Sound Levels At Residential Boundaries***

| Originating Zoning District | Time                      | Maximum One Hour LEQ* (dBa) |
|-----------------------------|---------------------------|-----------------------------|
| CC, UC                      | 7:00 a.m. –<br>10:00 p.m. | 60                          |
|                             | 10:00 p.m. –<br>7:00 a.m. | 50                          |
| LI                          | 7:00 a.m. –<br>10:00 p.m. | 65                          |
|                             | 10:00 p.m. –<br>7:00 a.m. | 50                          |

\*LEQ (or equivalent continuous sound level) is the constant sound level that, in a given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound. It is the average sound level and accurately portrays the sound the human ear actually hears.

Only change/update is to the title of the table.

#### 172.15 Parkland Dedication.

No Table Title → **Table 172.15-01 Average Individuals Estimated Per Land Use Unit Type**

| Land Use Type (Unit)                              | Individuals Per Residential Living Unit |
|---------------------------------------------------|-----------------------------------------|
| Dwelling, Single-Unit                             | 2.5 Individuals                         |
| Dwelling; Two, Three, or Four Unit;<br>Townhouse, | 2.0 Individuals                         |
| Dwelling; Apartment or Live-Work Unit             | 1.5 Individuals                         |
| Manufactured or Mobile Home                       | 1.5 Individuals                         |

Only change/update is to the title of the table.

#### Chapter 175 Zoning Code – Sign Regulations

Table 175.09-04 – Permitted Signs by Numbers, Dimensions, and Locations

| Zoning District:                                                                    | R-1<br>R-2 | R-3<br>MH | CC<br>UC | LI  |
|-------------------------------------------------------------------------------------|------------|-----------|----------|-----|
| <b>Detached Signs</b>                                                               |            |           |          |     |
| Number Permitted Per Premises                                                       | 1          | 1         | NA       | NA  |
| Maximum Size* (square feet)                                                         | 8          | 32        | 90       | 90  |
| Maximum Height (feet) of Structure Above Ground                                     | 10         | 10        | 10       | 10  |
| Front Yard Setback (feet)                                                           | 5          | 5         | 10       | 0   |
| Side Yard Setback (feet)                                                            | 10         | 10        | 5        | 0   |
| <b>Attached Signs</b>                                                               |            |           |          |     |
| Maximum Size* (square feet)                                                         | 8          | 32        | 150      | 200 |
| * For those uses only permitted a sufficient maximum sign area in Table 175.09-03-3 |            |           |          |     |

#### Chapter 179 Zoning Code – Board of Adjustments

#### 179.04 Powers.

The Board of Adjustment shall have the following powers:

1. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Administrator in the enforcement of this ordinance.
2. To grant a variation from the terms of this ordinance; provided, however, that all variations granted under this clause shall be in harmony with the intent of this ordinance and the applicable State Statute Iowa Code Section 414. In granting approval or conditional approval of a variance, the Board of Adjustment shall prepare written findings of fact that all of the conditions below apply to the application:
  - A. Special Circumstances. Special circumstances exist relating to the physical character of the property that are peculiar to the property and that do not apply generally to other properties in the same zoning district. And these circumstances are not of so general or recurrent a nature as to make it practical to provide, in the form of an amendment to this ordinance, a general rule to cover them.
  - B. ~~Hardship or~~ Practical Difficulties. Because of these special circumstances, the literal application of the provisions of this ordinance would, without a variance, result in unnecessary ~~and undue hardship or~~ practical difficulties for the applicant, as distinguished from mere inconvenience.
  - C. Not Resulting from Applicant Action. The special circumstances and either practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this ordinance or any applicable amendment thereto, of any party with a present interest in the property.
  - D. Reasonable Use and Return. Without the requested variance, the property cannot yield a reasonable return, or cannot be reasonably used consistent with the intent of the zoning district and the use of other properties therein, but the purpose of the variance is not otherwise to increase the return from the property or to confer special privileges not ordinarily enjoyed by other properties in the same district.
  - E. Not Alter Local Character. The variance will not alter the essential character of the locality or substantially impair public safety or welfare or property values in the area.
  - F. Minimum Variance Needed. The variance approved is the minimum required to allow reasonable use and enjoyment of the property.
3. In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance and punishable under this ordinance. Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this ordinance in said district.
4. No nonconforming use of neighboring lands, structures, or buildings in the same district and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

### **Public Hearing and Input**

A public hearing was held for the public to give input on the changes being made to the Variance and general narrative within the City of Windsor Heights Zoning Code. This public hearing was held on June 25<sup>th</sup>, 2025, with the Planning and Zoning Commission. There was no public input given at this meeting.

### **Conclusion and Recommendation**

After reviewing all the documentation available, changes put forth by the Iowa Legislation, and discussion, City Staff compared the changes proposed to the current zoning code and their impact to the community. After review and comparison, Staff came to their recommendation.

**The staff recommends that the City Council approve and adopt the updates to the Windsor Heights Zoning Code for the City of Windsor Heights to come into conformance with State Legislation and general clarity.**

### **Planning and Zoning Commission Recommendation**

The Planning and Zoning Commission met on June 25<sup>th</sup>, 2025, to hold a public hearing and review the proposed changes to the general narrative changes and Variance narrative changes by City Staff. The Public Hearing was held, no public input was given by the community, discussion was held, and the commission members came to their recommendation.

**The Planning and Zoning Commission recommends approval and adoption of the updates to the Variance narrative and general narrative for the City of Windsor Heights, provided by staff to come into conformance with State Legislation to the City Council.**

### **Recommended Motion**

**Motion to approve and adopt the updated Variance and general narrative to come into conformance with State legislation for the City of Windsor Heights with Staff recommendations.**

### **Attachments:**

1. Windsor Heights Redlined Zoning Code (Proposed)
2. House File 652

## STAFF REPORT

Date: August 4<sup>th</sup>, 2025  
To: Windsor Heights City Council  
From: Trey Rouse  
Subject: Accessory Dwelling Unit (ADU) Zoning Code Update

### **Summary**

The Windsor Heights Zoning Code is subject to change and update based upon staff recommendation, changing needs within the community, and changes within State of Iowa legislation. This zoning code update is initiated through changes within the State of Iowa legislation related to Accessory Dwelling Units (ADUs) through Senate File 592 (SF 592) signed by Governor Reynolds and being implemented as of July 1<sup>st</sup>, 2025. SF 592 supersedes the county and city government oversight when it comes to restrictions to ADUs within county and city limits. This requires the timely update of the current zoning code for the city to come into conformance with the new standards for ADUs.

### **Senate File 592 and Accessory Dwelling Unit Standards**

These changes decided upon by Iowa legislators allow for ADUs to be permitted by right within any zoning district that allows for single-family residence. It further goes onto restrict county and city governments from enacting standards that are more restrictive than those placed on single-family residence within the same zoning district as proposed ADUs. The list of standards set by Iowa legislators within SF 592 and list of standards that can't be set by county and city governments are listed below:

- Must allow one ADU on any single-family residential lot by right (no CUP or SUP)
- Can't restrict ADUs beyond what the single-family residence standards are (maximum height, minimum setbacks, minimum lot sizes, minimum building frontages, maximum lot coverage, density, and aesthetics/architectural requirements).
- Can't require the exterior design/architectural requirements/materials/roof pitch to match the single-family residence on the property.
- No additional parking standards can be required when adding an ADU to a property beyond what the existing single-family residence requires.
- No additional public street or sidewalk maintenance/update/improvement requirements can be set when adding an ADU to a property beyond what the single-family residence requires.
- Can't restrict the occupancy of the single-family residence or ADU by requiring property owner(s) to live on property, familial status, marital status, employment relationship, by income, or by age.
- Can't require a new or separate series of utilities be installed to the ADU unless the property is unable to connect all utilities through the existing utilities on the property, then the city may require this.

With the changes made to ADU permissions within county and city limits, the Windsor Heights Zoning Code must be amended to come into compliance with the State of Iowa legislation. The following staff report goes over the recommended amendments to the existing zoning code and corresponding chapters. These edits are recommended by city staff after reviewing the new standards put forth for the State of Iowa.

### **Changes Made to the Zoning Code for Accessory Dwelling Units (ADUs)**

Changes recommended for the Zoning Code are as follows:

#### **Chapter 166 Zoning Code – Definitions**

188. “Residential” means the use of a site for one or more dwelling units.

- a. “Residential, Single-Family Detached” means a single-family residential use in which one dwelling unit is located on a single lot, with no physical or structural connection to any other dwelling unit.
- b. “Residential, Townhomes” means a townhome residential use with six or more units, in which the dwelling units have a common wall with or abutting one or more adjacent dwelling units in a townhouse structure, with its own front and rear access to the outside, and neither above nor below any other dwelling unit.
- c. “Residential, Accessory Dwelling Unit” means ~~a non-principal dwelling unit that is separate from the principal dwelling.~~ **an additional, non-principal residential dwelling unit located on the same lot as a single-family residence that is either attached or detached from the single-family residence.**
- d. “Residential, Duplex” means a residential use with two dwelling units contained within the same structure. Units do not have to contain a common wall and may be above or below each other.
- e. “Residential, Multi-Family” means a residential use with more than three units on a single lot in which all units do not contain at least one common wall with another unit. Units do not have to contain a common wall and may be above or below each other. Also known as Residential, Multiple-Family.
- f. “Residential, Downtown” means the use of upper levels above the street level of a building within the Urban Center District of the City for single- or multiple-family residential uses.

#### **Chapter 168 Zoning Code – Zoning District Regulations**

*Table 168-2 Permitted Uses by Zoning District*

| <b>Use Types</b>                     | <b>R-1</b> | <b>R-2</b> | <b>R-3</b> | <b>MH</b> | <b>CC</b> | <b>UC</b> | <b>LI</b> |
|--------------------------------------|------------|------------|------------|-----------|-----------|-----------|-----------|
| Residential, Accessory Dwelling Unit | <b>CP</b>  | P          | P          | <b>P</b>  |           | <b>P</b>  |           |

#### **Chapter 172 Zoning Code – Supplemental Site Development Regulations**

##### **172.06 Accessory Uses**

1. Home-Based Businesses; Home Occupations. Each home-based business shall register with the City, on a form established by the Zoning Administrator. Home-based businesses and home occupations are permitted as an accessory use in residential units subject to the following conditions:

a. External Effects.

- A. There shall be no change in the exterior appearance of the building or premises housing the home occupation other than signage permitted within this section.
- B. No noise, odors, bright lights, electronic interference, storage, or other external effects attributable to the home occupation shall be noticeable from any adjacent property or public right-of-way.
- C. A home occupation that is run within a detached accessory building shall be approved by the Board of Adjustment in accordance with these zoning regulations. All “external effects” criteria in subparagraphs (1), (2), (4), (5), and (6) of this paragraph A are applicable for the detached accessory building. Signage is not allowed upon the detached accessory building.
- D. Mechanical or electrical equipment supporting the home occupation shall be limited to that which is self-contained within the structure and normally used for office, domestic or household purposes.
- E. No outdoor storage of materials or equipment used in the home occupation shall be permitted, other than motor vehicles used by the owner to conduct the occupation. Parking or storage of heavy commercial vehicles to conduct the home occupation is prohibited.
- F. No home occupation shall discharge into any sewer, drainage way, or the ground any material which is radioactive, poisonous, detrimental to normal sewer plant operation, or corrosive to sewer pipes and installations.

b. Employees. The home occupation shall employ no more than one full time or part time employee on site other than the residents of the dwelling unit.

c. Extent of Use. For all residential zoning districts, a maximum of 30% of the floor area of the dwelling may be devoted or used for a home based business/home occupation, inclusive of any attached garage or detached accessory buildings used for the home occupation.

d. Signage. Signage designating the home occupation shall be consistent with regulations for zoning districts set forth in Chapter 175 of this Zoning Code.

e. Traffic Generation.

- a. Delivery or service by commercial vehicles or trucks over ten tons gross empty weight is prohibited for any home-based business located on a local street.

f. Nuisance. No home occupation shall be noxious, offensive, or hazardous due to vehicular traffic generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation, or other objectionable emissions that would cause an adverse impact on the neighborhood, as determined by the zoning administrator.

2. Accessory Dwelling Units (ADU). Each ADU shall go through the Site Plan review process to confirm conformity with the City of Windsor Heights Zoning Code. ADUs are a permitted accessory use on all single-family residential lots. The following standards are applied to the ADUs:

- a. An ADU shall not exceed one thousand (1,000) square feet or 50% of the square footage of the Single-Family residence on the property, whichever is larger.
- b. Any manufactured home that is being utilized on a property must meet all standards of the City of Windsor Heights Zoning Code pertaining to ADUs, converted to Real Property by being placed on a permanent foundation.
- c. If the ADU is intended to be a rental property, it must be registered as a rental property with the City of Windsor Heights and go through the appropriate inspections as per the Rental Property City Code.
- d. If utilities to the ADU can't be provided in their entirety from the existing utilities on the lot with the single-family residence, then a new set of utility connections is required for the ADU.
- e. If the ADU is attached and/or connected to the principal structure and/or single-family residential dwelling unit on the property, then it is required to have a connecting doorway between the ADU and principal structure that does not go outside either structure.
- f. The maximum number of ADUs permitted on any lot is one (1).

## Chapter 172 Zoning Code – Supplemental Site Development Regulations

### 172.07 Accessory Structures

1. Accessory structures are enclosed, covered, or walled structures that are customarily incidental and subordinate to the principal use or structure. The accessory buildings and structures include free standing garages, trash enclosures, sheds, play structures, underground shelters, accessory dwelling units (detached), and above-ground and in-ground pools and hot tubs.
2. Standards.
  - a. Construction. No accessory structure shall be constructed upon a lot until the construction of the principal building has been commenced, and no accessory structure shall be used if the principal building has not completed construction within a 2 year period.
  - b. Setback. Structures shall maintain a minimum distance of five feet from any lot lines, alley lines, and adjoining lots.
    - A. Must have a greater front yard setback than the primary structure.
    - B. Accessory Dwelling Unit (ADU) structures will conform to the setbacks of the Single-Family Residential dwelling units within their respective Zoning District instead of the Accessory Structure setbacks established in 172.07(2)(b).
  - c. Height. All structures shall have a maximum height of 25 feet.
  - d. Zoning. Must comply with all underlying standards set forth in Chapter 168.
  - e. Exempt Structures.
    - A. Unwalled structures under 120 square feet in size and under 15 feet in height.
      1. This does not include carports or concrete slabs.

- B. **Accessory Dwelling Unit (ADU) structures are exempt from the Height Maximum of Accessory Structures and will conform to the Height Maximum provided for Single-Family Residential dwelling units within their respective Zoning District.**

### **Public Hearing and Input**

A public hearing was held for the public to give input on the changes being made to the ADU narrative within the City of Windsor Heights Zoning Code. This public hearing was held on June 25<sup>th</sup>, 2025, with the Planning and Zoning Commission. There was no public input given at this meeting.

### **Conclusion and Recommendation**

After reviewing all of the documentation available, changes put forth by the Iowa Legislation, and discussion, City Staff compared the changes proposed to the current Accessory Dwelling Unit code to how the code exists today. After review and comparison, Staff came to their recommendation.

**The staff recommends that the City Council approve and adopt the updates to the Accessory Dwelling Unit narrative for the City of Windsor Heights to come into conformance with State legislation.**

### **Planning and Zoning Commission Recommendation**

The Planning and Zoning Commission met on June 25<sup>th</sup>, 2025, to hold a public hearing and review the proposed changes to the Accessory Dwelling Unit narrative by City Staff. The Public Hearing was held, no public input was given by the community, discussion was held, and the commission members discussed the topics of the maximum ADUs per lot, setbacks that should be set, and the need for the connecting door between an attached ADU and primary structure. They then came to their recommendation.

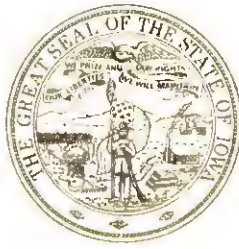
**The Planning and Zoning Commission recommends approval and adoption of the updates to the Accessory Dwelling Unit narrative for the City of Windsor Heights, provided by staff with the update to change the setback requirements to meet the standards of the Single-Family Residential dwelling units within their respective Zoning Districts to come into conformance with State Legislation to City Council.**

### **Recommended Motion**

**Motion to approve and adopt the updated Accessory Dwelling Unit narrative to come into conformance with State legislation for the City of Windsor Heights with Staff and the Planning & Zoning Commission's recommendations.**

### **Attachments:**

1. Windsor Heights Redlined Zoning Code (Proposed)
2. Senate File 592



**STATE OF IOWA**  
**KIM REYNOLDS**  
**GOVERNOR**

April 25, 2025

The Honorable Paul Pate  
Secretary of State of Iowa  
State Capitol  
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

House File 652, an Act concerning county and city regulation of real property and the powers granted to a board of adjustment.

The above House File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds".

Kim Reynolds  
Governor of Iowa

cc: Secretary of the Senate  
Clerk of the House



House File 652

AN ACT

CONCERNING COUNTY AND CITY REGULATION OF REAL PROPERTY AND THE  
POWERS GRANTED TO A BOARD OF ADJUSTMENT.

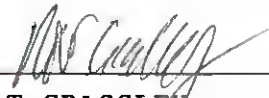
BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

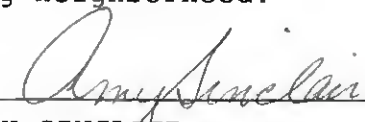
Section 1. Section 335.15, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 4. To authorize on appeal, in specific cases, such variance from the terms of the ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done. Area, dimensional, or other numerical limitations subject to variances include but are not limited to requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street parking. To receive the requested area, dimensional, or other numerical variance, the property owner must prove that the practical difficulties faced are unique to the property at issue and not self-created and must also demonstrate that granting the variance will not significantly alter the essential character of the surrounding neighborhood.

Sec. 2. Section 414.12, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 4. To authorize on appeal, in specific cases, such variance from the terms of the ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done. Area, dimensional, or other numerical limitations subject to variances include but are not limited to requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street parking. To receive the requested area, dimensional, or other numerical variance, the property owner must prove that the practical difficulties faced are unique to the property at issue and not self-created and must also demonstrate that granting the variance will not significantly alter the essential character of the surrounding neighborhood.

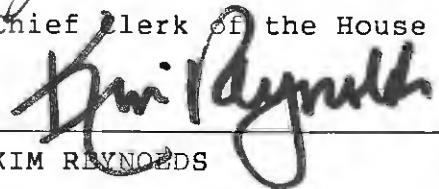
  
PAT GRASSLEY  
Speaker of the House

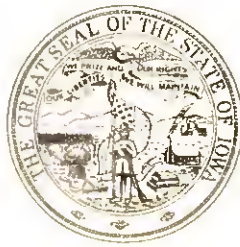
  
AMY SINCLAIR  
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 652, Ninety-first General Assembly.

  
MEGHAN NELSON  
Chief Clerk of the House

Approved April 25<sup>th</sup>, 2025

  
KIM REYNOLDS  
Governor



**STATE OF IOWA**  
KIM REYNOLDS  
GOVERNOR

May 1, 2025

The Honorable Paul Pate  
Secretary of State of Iowa  
State Capitol  
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 592, an Act relating to county and city regulation of accessory dwelling units.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Reynolds", is written over the printed name and title.

Kim Reynolds  
Governor of Iowa

cc: Secretary of the Senate  
Clerk of the House



Senate File 592

AN ACT

RELATING TO COUNTY AND CITY REGULATION OF ACCESSORY DWELLING  
UNITS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.301, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 27. *a.* A county shall allow a minimum of one accessory dwelling unit on the same lot as a single family residence in accordance with the following conditions:

- (1) An accessory dwelling unit shall comply with all applicable building regulations as defined in chapter 103A.
- (2) An accessory dwelling unit shall not exceed one thousand square feet or fifty percent of the size of the single family residence, whichever is larger.
- (3) An accessory dwelling unit shall be prohibited or limited only to the extent that a state historic building code restriction, as adopted by a county in accordance with section 103A.43, subsection 3, a deed restriction, or a rule of a common interest community, as defined in section 499C.1, limits or prohibits the construction or use of an accessory dwelling unit. The imposition of an ordinance, motion, resolution, or amendment regulating accessory dwelling units that is more restrictive when applied to a common interest community than when applied to a single family residence is prohibited.
- (4) If a manufactured home as defined in section 435.1, subsection 3, or a mobile home as defined in section 435.1,

subsection 5, is used as an accessory dwelling unit, the manufactured home or mobile home shall be converted to real property by being placed on a permanent foundation and assessed for real estate taxes pursuant to section 435.26.

b. Except as otherwise provided in paragraph "a" or by state law, a county shall not impose any of the following limitations or restrictions:

(1) Requirements related to the placement or appearance of an accessory dwelling unit that are more restrictive than those imposed on a single family residence including but not limited to the following: maximum building heights; minimum setback requirements; minimum lot sizes; minimum building frontages; maximum lot coverages; density requirements; and aesthetic or architectural standards or requirements. Additionally, a county shall not require an accessory dwelling unit to match the exterior design, roof pitch, or finishing materials of the single family residence.

(2) Regulations on the use of an accessory dwelling unit as a rental property that are more restrictive than those provided for in subsection 18 of this section and chapter 562A.

(3) A requirement that the lot containing a single family residence and an accessory dwelling unit have additional parking beyond that required for a single family residence or payment of a fee in lieu of providing additional parking.

(4) Restrictions on the occupancy of either the single family residence or the accessory dwelling unit by any of the following manners: requiring the property owner to be a resident; requiring a familial, marital, or employment relationship to exist between the occupants of the single family residence and the occupants of the accessory dwelling unit; or restricting the occupancy of an accessory dwelling unit based on income or age.

(5) The requirement of new or separate utility lines between the accessory dwelling unit and public utility service connections. However, if full utility access that includes a separate metering system for billing purposes cannot be provided to the accessory dwelling unit, then the county can require new or separate utility lines.

(6) Imposition of a different county impact fee structure or

development standard for an accessory dwelling unit than those used for the single family residence on the same lot.

(7) The requirement of improvements or repairs to public streets or sidewalks beyond those imposed on the single family residence on the same lot.

c. A county shall approve an accessory dwelling unit permit application that meets the requirements set forth in paragraph "a" and by state law without discretionary review or hearing and consistent with the time frame assigned to the approval of a single family residence. An accessory dwelling unit permit application shall not have a review timeline or schedule in excess of a county's normal review schedule for a single family residence. If the county denies an accessory dwelling unit permit, the reason for denial shall be provided in writing to the applicant and include any remedy necessary to secure approval.

d. A county ordinance, motion, resolution, or amendment regulating accessory dwelling units in a manner that conflicts with this subsection is void. Nothing in this subsection prohibits a county from adopting an ordinance, motion, resolution, or amendment that is more permissive than the requirements provided in this subsection.

e. For the purposes of this subsection:

(1) "*Accessory dwelling unit*" means an additional residential dwelling unit located on the same lot as a single family residence that is either attached to or detached from the single family residence.

(2) "*Detached*" includes being part of any accessory structure such as a detached garage.

(3) "*Dwelling unit*" means the same as defined in section 562A.6, subsection 3.

(4) "*Single family residence*" means the same as defined in section 562A.6, subsection 15, except to the extent that a single family residence may share utility lines with the accessory dwelling unit if full utility access that includes a separate metering system for billing purposes can be provided to the accessory dwelling unit.

Sec. 2. Section 364.3, Code 2025, is amended by adding the following new subsection:

NEW SUBSECTION. 20. *a.* A city shall allow a minimum of one accessory dwelling unit on the same lot as a single family residence in accordance with the following conditions:

(1) An accessory dwelling unit shall comply with all applicable building regulations as defined in chapter 103A.

(2) An accessory dwelling unit shall not exceed one thousand square feet or fifty percent of the size of the single family residence, whichever is larger.

(3) An accessory dwelling unit shall be prohibited or limited only to the extent that a state historic building code restriction, as adopted by a city in accordance with section 103A.43, subsection 3, a deed restriction, or a rule of a common interest community, as defined in section 499C.1, limits or prohibits the construction or use of an accessory dwelling unit. The imposition of an ordinance, motion, resolution, or amendment regulating accessory dwelling units that is more restrictive when applied to a common interest community than when applied to a single family residence is prohibited.

(4) If a manufactured home as defined in section 435.1, subsection 3, or a mobile home as defined in section 435.1, subsection 5, is used as an accessory dwelling unit, the manufactured home or mobile home shall be converted to real property by being placed on a permanent foundation and assessed for real estate taxes pursuant to section 435.26.

*b.* Except as otherwise provided in paragraph "a" or by state law, a city shall not impose any of the following limitations or restrictions:

(1) Requirements related to the placement or appearance of an accessory dwelling unit that are more restrictive than those imposed on a single family residence including but not limited to the following: maximum building heights; minimum setback requirements; minimum lot sizes; minimum building frontages; maximum lot coverages; density requirements; and aesthetic or architectural standards or requirements. Additionally, a city shall not require an accessory dwelling unit to match the exterior design, roof pitch, or finishing materials of the single family residence.

(2) Regulations on the use of an accessory dwelling unit as a rental property that are more restrictive than those provided

for in subsections 9 and 16 of this section, section 414.1, subsection 1, paragraph "e", and chapter 562A.

(3) A requirement that the lot containing a single family residence and an accessory dwelling unit have additional parking beyond that required for a single-family residence or payment of a fee in lieu of providing additional parking.

(4) Restrictions on the occupancy of either the single family residence or the accessory dwelling unit by any of the following manners: requiring the property owner to be a resident; requiring a familial, marital, or employment relationship to exist between the occupants of the single family residence and the occupants of the accessory dwelling unit; or restricting the occupancy of an accessory dwelling unit based on income or age.

(5) A requirement of new or separate utility lines between the accessory dwelling unit and public utility service connections. However, if full utility access that includes a separate metering system for billing purposes cannot be provided to the accessory dwelling unit, then the city can require new or separate utility lines.

(6) Imposition of a different city impact fee structure or development standard for an accessory dwelling unit than those used for the single family residence on the same lot.

(7) The requirement of improvements or repairs to public streets or sidewalks beyond those imposed on the single family residence on the same lot.

c. A city shall approve an accessory dwelling unit permit application that meets the requirements set forth in paragraph "a" and by state law without discretionary review or hearing and consistent with the time frame assigned to the approval of a single family residence. An accessory dwelling unit permit application shall not have a review timeline or schedule in excess of a city's normal review schedule for a single family residence. If the city denies an accessory dwelling unit permit, the reason for denial shall be provided in writing to the applicant and include any remedy necessary to secure approval.

d. A city ordinance, motion, resolution, or amendment regulating accessory dwelling units in a manner that conflicts

with this subsection is void. Nothing in this subsection prohibits a city from adopting an ordinance, motion, resolution, or amendment that is more permissive than the requirements provided in this subsection.

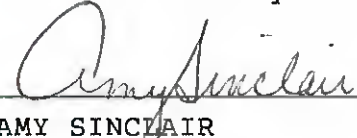
e. For the purposes of this subsection:

(1) "*Accessory dwelling unit*" means an additional residential dwelling unit located on the same lot as a single family residence that is either attached to or detached from the single family residence.

(2) "*Detached*" includes being part of an accessory structure such as a detached garage.

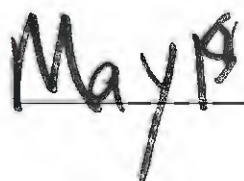
(3) "*Dwelling unit*" means the same as defined in section 562A.6, subsection 3.

(4) "*Single family residence*" means the same as defined in section 562A.6, subsection 15, except to the extent that a single family residence may share utility lines with the accessory dwelling unit if full utility access that includes a separate metering system for billing purposes can be provided to the accessory dwelling unit.

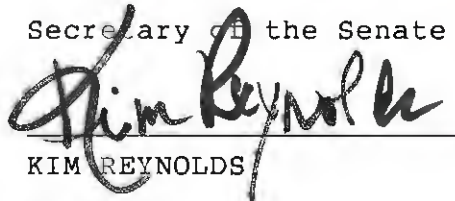
  
AMY SINCLAIR  
President of the Senate

  
PAT GRASSLEY  
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 592, Ninety-first General Assembly.

Approved  , 2025

  
W. CHARLES SMITHSON  
Secretary of the Senate

  
KIM REYNOLDS  
Governor

## ORDINANCE NO. 2025-02

### AN ORDINANCE AMENDING CHAPTERS 166, 168, 172, 175, AND 179 OF THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, WITH REGARD TO ACCESSORY DWELLING UNITS AND GENERAL AMENDMENTS

WHEREAS, the City of Windsor Heights seeks to protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents and business owners; and

WHEREAS, the City of Windsor Heights Planning and Zoning Commission held a public hearing on June 25, 2025 and recommended that the City Council approve the amendments; and

WHEREAS, the City Council deems it necessary to adopt this ordinance to align accessory dwelling units language with State law and general amendments conformance and ease of use for city staff, developers, and residents alike; and

WHEREAS, the City Council of the City of Windsor Heights do hereby find and declare that the amendments will protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents, business owners, and staff.

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

SECTION 1. Purpose. The purpose of this ordinance is to amend Chapters 166, 168, 172, 175, and 179 of the City Code is to align accessory dwelling units language with State law and general amendments conformance and ease of use for city staff, developers, and residents alike.

SECTION 2. Revised. Revised Chapters 166, 168, 172, 175, and 179, as follows:

#### Chapter 166 Zoning Code – Definitions

188. “Residential” means the use of a site for one or more dwelling units.

- a. “Residential, Single-Family Detached” means a single-family residential use in which one dwelling unit is located on a single lot, with no physical or structural connection to any other dwelling unit.
- b. “Residential, Townhomes” means a townhome residential use with six or more units, in which the dwelling units have a common wall with or abutting one or more adjacent dwelling units in a townhouse structure, with its own front and rear access to the outside, and neither above nor below any other dwelling unit.
- c. “Residential, Accessory Dwelling Unit” means ~~a non-principal dwelling unit that is separate from the principal dwelling.~~ **an additional, non-principal residential dwelling unit located on the same lot as a single-family residence that is either attached or detached from the single-family residence.**

- d. “Residential, Duplex” means a residential use with two dwelling units contained within the same structure. Units do not have to contain a common wall and may be above or below each other.
- e. “Residential, Multi-Family” means a residential use with more than three units on a single lot in which all units do not contain at least one common wall with another unit. Units do not have to contain a common wall and may be above or below each other. Also known as Residential, Multiple-Family.
- f. “Residential, Downtown” means the use of upper levels above the street level of a building within the Urban Center District of the City for single- or multiple-family residential uses.

## Chapter 168 Zoning Code – Zoning District Regulations

### 168.02 Establishment of Districts.

The following base districts and overlay districts are hereby established. Table 168.08-01 displays the purposes of these districts.

| <u>BASE ZONING DISTRICT</u> | <u>DISTRICT NAME</u>                      |
|-----------------------------|-------------------------------------------|
| R-1                         | Low Intensity Residential District        |
| R-2                         | Urban Family Residential District         |
| R-3                         | Multiple-Family Residential District      |
| MH                          | Mobile Home Residential District          |
| CC                          | Community Commercial District             |
| UC                          | Urban Center District                     |
| LI                          | Limited Industrial District               |
|                             |                                           |
| <u>OVERLAY DISTRICT</u>     | <u>DISTRICT NAME</u>                      |
| PUD                         | Planned Unit Development Overlay District |
| F                           | Floodplain/Floodway Overlay District      |

### 168.04 Development Regulations.

For each Zoning District: Purposes are set forth in Table 168.08-01; uses permitted are set forth in Table 168.08-02; and site development regulations are presented in Table 168.08-03. Supplemental regulations may affect specific land uses or development regulations in each zoning district. The applicable supplemental regulations are noted in Table 168.08-02.

#### ***Table 168.08-01: Purposes of Zoning Districts***

Only change/update is to the title of the table.

#### ***Table 168.08-02: Permitted Uses by Zoning District***

| Use Types | R-1 | R-2 | R-3 | MH | CC | UC | LI |
|-----------|-----|-----|-----|----|----|----|----|
|-----------|-----|-----|-----|----|----|----|----|

|                                      |    |   |   |   |  |   |  |
|--------------------------------------|----|---|---|---|--|---|--|
| Residential, Accessory Dwelling Unit | CP | P | P | P |  | P |  |
|--------------------------------------|----|---|---|---|--|---|--|

**Table 168.08-03 – Summary of Site Development Regulations**

| Regulator                            | R-1   | R-2   | R-3   | MH                         |
|--------------------------------------|-------|-------|-------|----------------------------|
| Minimum Lot Area (square feet)       | 7,200 | 7,200 | 7,200 | See Section <u>1721.02</u> |
| Minimum Lot Width (feet)             | 50    | 50    | 50    | See Section <u>1721.02</u> |
| Minimum Yards <u>Setbacks</u> (Feet) |       |       |       |                            |
| Front Yard <u>Setback</u>            | 25    | 25    | 25    | See Section <u>1721.02</u> |
| Street Side Yard <u>Setback</u>      | 25    | 25    | 25    | See Section <u>1721.02</u> |
| Interior Side Yard <u>Setback</u>    | 5     | 5     | 5     | See Section <u>1721.02</u> |
| Rear Yard <u>Setback</u>             | 15    | 15    | 15    | See Section <u>1721.02</u> |
| Maximum Height (feet)                |       |       |       |                            |
| Main Building                        | 35    | 35    | 35    | See Section <u>1721.02</u> |
| Accessory Building                   | 25    | 25    | 25    | See Section <u>1721.02</u> |

|                                            |      |      |      |                                             |
|--------------------------------------------|------|------|------|---------------------------------------------|
|                                            |      |      |      | <u>1721.0</u><br><u>2</u>                   |
| Maximum Building Coverage                  | 40%  | 50%  | 50%  | See<br>Section<br><u>1721.0</u><br><u>2</u> |
| Maximum Impervious Coverage                | 65%  | 65%  | 65%  | 50%                                         |
| Maximum Residential Units Per Acre (du/ac) | 7.5  | 10   | 20   | 20                                          |
| Lighting Zone                              | LZ-1 | LZ-1 | LZ-2 | LZ-2                                        |

## Chapter 172 Zoning Code – Supplemental Site Development Regulations

### 172.05 Maximum Permitted Sound Levels Adjacent to Residential Zoning Districts.

Table 171.056-01 displays the maximum permitted sound levels that may be generated by uses in the CC, UC, or LI zoning districts where adjacent to residential zoning districts. All measurements shall be taken at or within the boundary between the originating district and the adjacent residential zoning district with a sound level meter meeting American National Standards Institute (ANSI) specifications for a Type II or better general purpose sound level meter. The A-weighted response shall be used.

**Table 172.05-01 – Maximum Permitted Sound Levels At Residential Boundaries**

| Originating Zoning District                                                                                                                                                                                                                                                                  | Time                   | Maximum One Hour LEQ* (dBA) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------|
| CC, UC                                                                                                                                                                                                                                                                                       | 7:00 a.m. – 10:00 p.m. | 60                          |
|                                                                                                                                                                                                                                                                                              | 10:00 p.m. – 7:00 a.m. | 50                          |
| LI                                                                                                                                                                                                                                                                                           | 7:00 a.m. – 10:00 p.m. | 65                          |
|                                                                                                                                                                                                                                                                                              | 10:00 p.m. – 7:00 a.m. | 50                          |
| *LEQ (or equivalent continuous sound level) is the constant sound level that, in a given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound. It is the average sound level and accurately portrays the sound the human ear actually hears. |                        |                             |

Only change/update is to the title of the table.

### 172.06 Accessory Uses

1. Home-Based Businesses; Home Occupations. Each home-based business shall register with the City, on a form established by the Zoning Administrator. Home-based businesses and home occupations are permitted as an accessory use in residential units subject to the following conditions:

a. External Effects.

- A. There shall be no change in the exterior appearance of the building or premises housing the home occupation other than signage permitted within this section.
- B. No noise, odors, bright lights, electronic interference, storage, or other external effects attributable to the home occupation shall be noticeable from any adjacent property or public right-of-way.
- C. A home occupation that is run within a detached accessory building shall be approved by the Board of Adjustment in accordance with these zoning regulations. All “external effects” criteria in subparagraphs (1), (2), (4), (5), and (6) of this paragraph A are applicable for the detached accessory building. Signage is not allowed upon the detached accessory building.
- D. Mechanical or electrical equipment supporting the home occupation shall be limited to that which is self-contained within the structure and normally used for office, domestic or household purposes.
- E. No outdoor storage of materials or equipment used in the home occupation shall be permitted, other than motor vehicles used by the owner to conduct the occupation. Parking or storage of heavy commercial vehicles to conduct the home occupation is prohibited.
- F. No home occupation shall discharge into any sewer, drainage way, or the ground any material which is radioactive, poisonous, detrimental to normal sewer plant operation, or corrosive to sewer pipes and installations.

b. Employees. The home occupation shall employ no more than one full time or part time employee on site other than the residents of the dwelling unit.

c. Extent of Use. For all residential zoning districts, a maximum of 30% of the floor area of the dwelling may be devoted or used for a home based business/home occupation, inclusive of any attached garage or detached accessory buildings used for the home occupation.

d. Signage. Signage designating the home occupation shall be consistent with regulations for zoning districts set forth in Chapter 175 of this Zoning Code.

e. Traffic Generation.

- a. Delivery or service by commercial vehicles or trucks over ten tons gross empty weight is prohibited for any home-based business located on a local street.

f. Nuisance. No home occupation shall be noxious, offensive, or hazardous due to vehicular traffic generation or emission of noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation, or other objectionable emissions that would cause an adverse impact on the neighborhood, as determined by the zoning administrator.

2. Accessory Dwelling Units (ADU). Each ADU shall go through the Site Plan review process to confirm conformity with the City of Windsor Heights Zoning Code. ADUs are a permitted accessory use on all single-family residential lots. The following standards are applied to the ADUs:

- a. An ADU shall not exceed one thousand (1,000) square feet or 50% of the square footage of the Single-Family residence on the property, whichever is larger.
- b. Any manufactured home that is being utilized on a property must meet all standards of the City of Windsor Heights Zoning Code pertaining to ADUs, converted to Real Property by being placed on a permanent foundation.
- c. If the ADU is intended to be a rental property, it must be registered as a rental property with the City of Windsor Heights and go through the appropriate inspections as per the Rental Property City Code.
- d. If utilities to the ADU can't be provided in their entirety from the existing utilities on the lot with the single-family residence, then a new set of utility connections is required for the ADU.
- e. If the ADU is attached and/or connected to the principal structure and/or single-family residential dwelling unit on the property, then it is required to have a connecting doorway between the ADU and principal structure that does not go outside either structure.
- f. The maximum number of ADUs permitted on any lot is one (1).

#### 172.07 Accessory Structures

1. Accessory structures are enclosed, covered, or walled structures that are customarily incidental and subordinate to the principal use or structure. The accessory buildings and structures include free standing garages, trash enclosures, sheds, play structures, underground shelters, accessory dwelling units (detached), and above-ground and in-ground pools and hot tubs.
2. Standards.
  - a. Construction. No accessory structure shall be constructed upon a lot until the construction of the principal building has been commenced, and no accessory structure shall be used if the principal building has not completed construction within a 2 year period.
  - b. Setback. Structures shall maintain a minimum distance of five feet from any lot lines, alley lines, and adjoining lots.
    - A. Must have a greater front yard setback than the primary structure.
    - B. Accessory Dwelling Unit (ADU) structures will conform to the setbacks of the Single-Family Residential dwelling units within their respective Zoning District instead of the Accessory Structure setbacks established in 172.07(2)(b).
  - c. Height. All structures shall have a maximum height of 25 feet.
  - d. Zoning. Must comply with all underlying standards set forth in Chapter 168.
  - e. Exempt Structures.
    - A. Unwalled structures under 120 square feet in size and under 15 feet in height.
      1. This does not include carports or concrete slabs.
    - B. Accessory Dwelling Unit (ADU) structures are exempt from the Height Maximum of Accessory Structures and will conform to the Height

Maximum provided for Single-Family Residential dwelling units within their respective Zoning District.

172.15 Parkland Dedication.

No Table Title → *Table 172.15-01 Average Individuals Estimated Per Land Use Unit Type*

| Land Use Type (Unit)                           | Individuals Per Residential Living Unit |
|------------------------------------------------|-----------------------------------------|
| Dwelling, Single-Unit                          | 2.5 Individuals                         |
| Dwelling; Two, Three, or Four Unit; Townhouse, | 2.0 Individuals                         |
| Dwelling; Apartment or Live-Work Unit          | 1.5 Individuals                         |
| Manufactured or Mobile Home                    | 1.5 Individuals                         |

Only change/update is to the title of the table.

#### Chapter 175 Zoning Code – Sign Regulations

Table 175.09-04 – Permitted Signs by Numbers, Dimensions, and Locations

| Zoning District:                                |                       | R-1<br>R-2                                                                          | R-3<br>MH | CC<br>UC | LI  |
|-------------------------------------------------|-----------------------|-------------------------------------------------------------------------------------|-----------|----------|-----|
|                                                 | <b>Detached Signs</b> |                                                                                     |           |          |     |
| Number Permitted Per Premises                   |                       | 1                                                                                   | 1         | NA       | NA  |
| Maximum Size* (square feet)                     |                       | 8                                                                                   | 32        | 90       | 90  |
| Maximum Height (feet) of Structure Above Ground |                       | 10                                                                                  | 10        | 10       | 10  |
| Front Yard Setback (feet)                       |                       | 5                                                                                   | 5         | 10       | 0   |
| Side Yard Setback (feet)                        |                       | 10                                                                                  | 10        | 5        | 0   |
|                                                 | <b>Attached Signs</b> |                                                                                     |           |          |     |
| Maximum Size* (square feet)                     |                       | 8                                                                                   | 32        | 150      | 200 |
|                                                 |                       | * For those uses only permitted a sufficient maximum sign area in Table 175.09-03-3 |           |          |     |

#### Chapter 179 Zoning Code – Board of Adjustments

179.04 Powers.

The Board of Adjustment shall have the following powers:

1. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Administrator in the enforcement of this ordinance.

2. To grant a variation from the terms of this ordinance; provided, however, that all variations granted under this clause shall be in harmony with the intent of this ordinance and the applicable State Statute Iowa Code Section 414. In granting approval or conditional approval of a variance, the Board of Adjustment shall prepare written findings of fact that all of the conditions below apply to the application:
  - A. Special Circumstances. Special circumstances exist relating to the physical character of the property that are peculiar to the property and that do not apply generally to other properties in the same zoning district. And these circumstances are not of so general or recurrent a nature as to make it practical to provide, in the form of an amendment to this ordinance, a general rule to cover them.
  - B. ~~Hardship or~~ Practical Difficulties. Because of these special circumstances, the literal application of the provisions of this ordinance would, without a variance, result in unnecessary ~~and undue hardship or~~ practical difficulties for the applicant, as distinguished from mere inconvenience.
  - C. Not Resulting from Applicant Action. The special circumstances and either practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this ordinance or any applicable amendment thereto, of any party with a present interest in the property.
  - D. Reasonable Use and Return. Without the requested variance, the property cannot yield a reasonable return, or cannot be reasonably used consistent with the intent of the zoning district and the use of other properties therein, but the purpose of the variance is not otherwise to increase the return from the property or to confer special privileges not ordinarily enjoyed by other properties in the same district.
  - E. Not Alter Local Character. The variance will not alter the essential character of the locality or substantially impair public safety or welfare or property values in the area.
  - F. Minimum Variance Needed. The variance approved is the minimum required to allow reasonable use and enjoyment of the property.
3. In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance and punishable under this ordinance. Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this ordinance in said district.
4. No nonconforming use of neighboring lands, structures, or buildings in the same district and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

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

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

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

Passed and Approved this 7<sup>th</sup> day of April, 2025.

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

3<sup>rd</sup> Reading:

Publish Date:

---

Mike Jones, Mayor

(SEAL)

ATTEST:

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Adam Strait, City Clerk



**STAFF REPORT**  
**CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL

FROM:

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

**GENERAL INFORMATION**

**ATTACHMENTS**

None



**STAFF REPORT  
CITY COUNCIL**  
August 18, 2025

TO: CITY COUNCIL

FROM: Pete Roth

SUBJECT: WHPD Quarterly Report

**GENERAL INFORMATION**

**ATTACHMENTS**

1. WHPD Quarter 2 2025 Report (PDF, 1MB)

# Windsor Heights Police Department



## 2nd Quarter Report April – June 2025

### Bankers Trust Customer Appreciation Luncheon



Officers and Firefighters (pictured below) joined bank staff in serving lunch during Bankers Trust's Annual Customer Appreciation Luncheon on June 11, 2025. Everyone had a great time and enjoyed delicious food despite the warm weather!



### Mission Statement

The Windsor Heights Police Department is dedicated to serving our community, protecting life and property, and enhancing public safety. We are committed to creating and maintaining partnerships to improve the quality of life for all. We are devoted to delivering quality professional public safety services while treating all individuals with dignity and respect.

### Police Week May 11-17, 2025



The Clive and Windsor Heights Police Departments hosted a joint Police Week Event on May 13, 2025. This was the first time the agencies partnered to hold this event. The parking lot of the Clive Public Safety Building on Hickman was turned into an area with vendors, food, vehicles, and giveaways. The event had a great turnout and would not have been possible without the support of many businesses and organizations. Pictured above are police officers from Clive and Windsor Heights and employees from the Windsor Heights Walmart Store.

### Work Anniversaries

|                            |         |
|----------------------------|---------|
| Danny Jacks, April 22..... | 1 Year  |
| Pete Roth, May 15.....     | 2 Years |
| Cody Brown, May 22.....    | 2 Years |

### In this Issue

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| Incidents and Training..... | Page 4 |



# Police Department Updates

Officers attended a school safety briefing with the WDM Public Schools Safety Specialist at the Clive Learning Academy on April 16. The meeting covered new safety protocols implemented in the school, and staff provided a walk-through/tour of the building.

The department was busy with 2025 Police Week Activities. On Friday, May 9, Detective Johnson represented the PD at the State of Iowa Peace Officer Memorial Ceremony at the Capitol. On Tuesday, May 13, officers partnered with the Clive Police Department to host a Police Week Event at their station on Hickman Road. This was the first-ever event for both agencies. Thank you to the Windsor Heights Hy-Vee and Walmart for their support of the event. Finally, Detective Johnson participated in the West Des Moines Annual Police Week Picnic on Thursday.

On May 16, Officers participated in the annual Cop on Top fundraiser for Special Olympics at Dunkin Donuts on 8th Street. Later in the day, some PD staff attended the yearly Cowles Montessori School end-of-school party.

Chief Roth attended a meeting with Senator Joni Ernst and other area police chiefs and sheriffs on Tuesday, May 27, at the Waukee Public Library. Participants discussed various law enforcement issues with the Senator and her staff.

Alcohol compliance checks were completed on Thursday, June 5. Out of 10 checks, two businesses failed. The department also followed up on tobacco compliance with two businesses that failed the first round of checks in March (both passed).

On Wednesday, May 28, the police and fire departments participated in the annual Summer Rocks Event at the Clive Learning Academy.

The quarterly Public Safety Committee Meeting was held in the Council Chambers on Thursday, June 12. Thank you to Polk County EMA Deputy Director Dutch Geisinger for presenting information on the CAD to CAD Project. Fire Chief Mease and Lt. Irlbeck coordinated.

## WHPD Staff Recognition



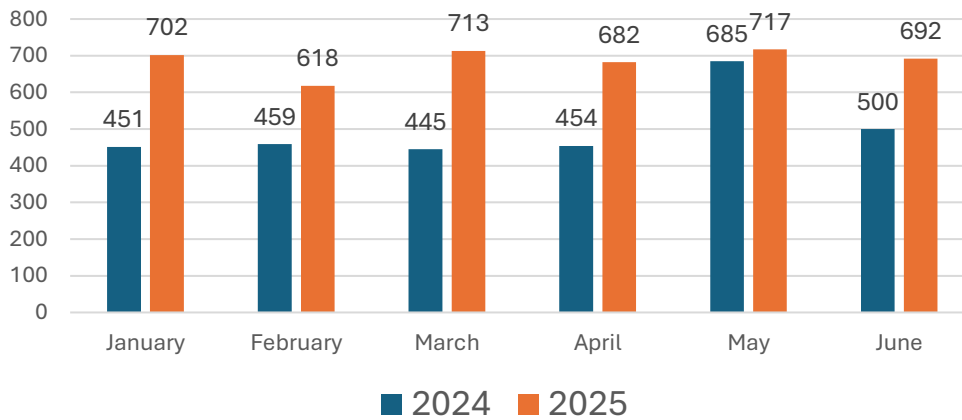
Pictured Above – Officer Cody Brown was the department’s recipient of the 2025 Optimist International Respect for Law Enforcement. He was presented with his certificate on June 17, 2025, at a ceremony hosted by the Noon Optimist Club of Western Des Moines.



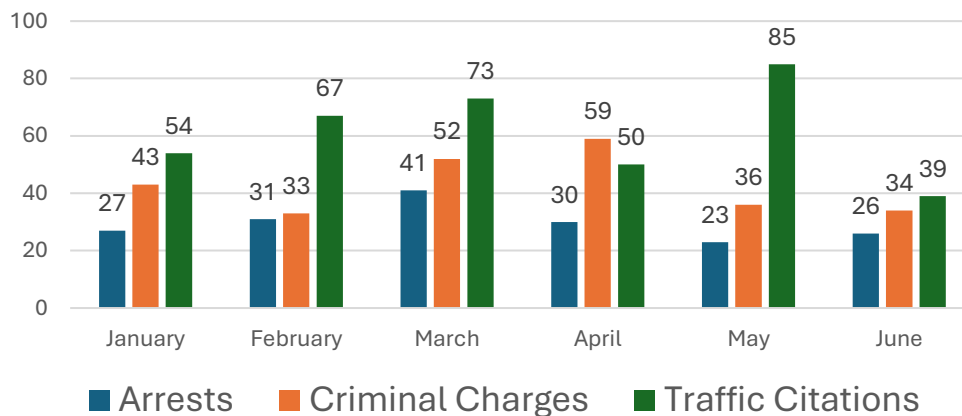
Pictured L-R, Iowa Lt. Governor Chris Cournoyer, Chief Pete Roth, Independence Police Chief Dave Niedert, IPCA Awards Chairperson, and Mason City Police Chief Jeff Brinkley, IPCA Board President. Chief Roth was awarded the Iowa Police Chiefs Association (IPCA) Law Enforcement Executive of the Year on June 21, 2025, at association’s annual conference in Coralville.

# By the Numbers

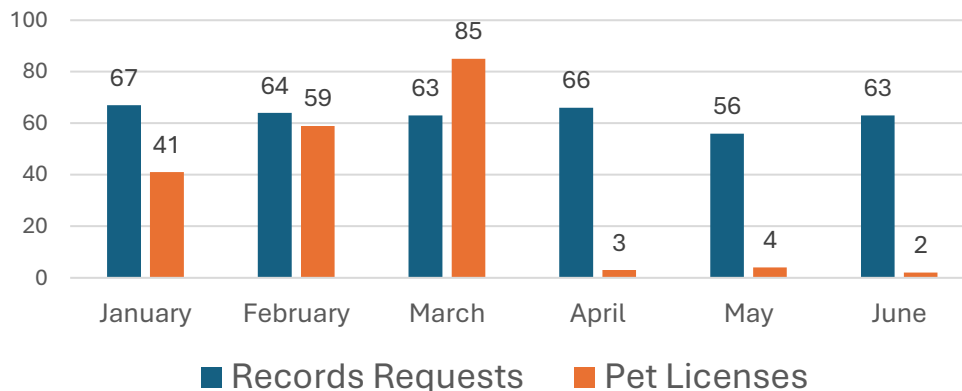
## Calls For Service 2025



## 2025 Totals



## Records Requests and Pet Licenses 2025



## At-a-Glance: Monthly Statistics

### April

Incident Reports: 86

Supplemental Reports: 32

Traffic Warnings: 42

Crash Reports: 23

OWI Charges: 1

### May

Incident Reports: 65

Supplemental Reports: 23

Traffic Warnings: 53

Crash Reports: 25

OWI Charges: 3

### June

Incident Reports: 72

Supplemental Reports: 32

Traffic Warnings: 23

Crash Reports: 18

OWI Charges: 0

\*Note: Totals for some figures may have changed from previous reports to reflect updated data.

# Training and Incidents

## Training April to June 2025

School Safety

Bias Prevention

Public Trust

Report Writing

Active Shooter Incident  
Management (ASIM)

Rapid and Immediate  
Deployment (RAID)

Severe Weather Planning  
for Outdoor Events

Officers investigated a burglary at a business on Hickman Road that occurred in the early morning hours on April 30. It appears the person entered the establishment by pulling off a vent cover, crawled through the "attic" area, and came down through the ceiling tiles. At the current time, money was the only thing taken from the business.

On Saturday, May 10, after a short foot chase, Officer Nissen and Officer Jacks made two arrests of persons in possession of illegal firearms, interference, and an alcohol violation. The guns were sent to DMPD for further testing. The West Des Moines Police assisted the officers.

Lt. Irlbeck and Officer Andrew Nissen participated in a US DHS/FEMA sponsored training for Active Shooter Incident Management (ASIM) in Ames on April 9-11. This training can cost over \$1000 per officer but was free to us.

Chief Roth and Lt. Norris attended the Annual Iowa Police Chiefs Conference in Coralville, May 19-22. Some of the topics presented were: Crisis Communications, Leadership Through Change, Tactical Longevity (Officer Wellness), and an identity theft case study.

On May 28, Lt. Irlbeck attended a Law Enforcement-Behavioral Health Collaborative meeting. This meeting included police, EMS, hospitals, clinics, and social workers. They discussed how to better serve people in Polk County.

Detectives investigated a large break-in incident at a local storage facility reported on Wednesday, June 4. Many units were broken into and items taken.



Pictured Left – Brett McIntyre, Polk County Emergency Management Program Assistant, instructs the May 2025 Lunch and Learn Session on Severe Weather Planning for Outdoor Events. Chief Roth attended the training.

Pictured Right – Mayor Mike Jones presented his annual State of the City Report on June 6, 2025, at the Community Event Center in Colby Park. Several Police Department staff members attended the event.

