



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, March 16, 2026 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST
ZOOM: <https://us02web.zoom.us/j/7832856334>
Meeting ID: 783 285 6334

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

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approval of the Agenda**
3. **Public Forum:** This is time set aside for comments from the public on topics of City business other than those listed on the agenda. No action may be taken. Please come to the podium, state your name and address for the record and keep your comments to no more than 5 minutes.
4. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
 - A. Approve Minutes of the Regular Council Meeting on March 2, 2026
 - B. Approve Financial Reports
 - C. Approve Tobacco License - Hy-Vee - 7101 University Ave
 - D. Approve Tobacco License - Hy-Vee Fast & Fresh - 7220 Hickman Road
 - E. Approve City Hall Parking Lot Repairs
 - F. Approve Walnut Creek Water Access Change Order 1
 - G. Approve Walnut Creek Water Access Pay App 1
 - H. Approve Resolution No. 2026-20 - A Resolution Acknowledging and Approving Updates to Section 2.2.17 of the Polk County Hazard Mitigation Plan
 - I. Approve Resolution No. 2026-17 - A Resolution Approving 2026 Updates to the Windsor Heights Flood Response Plan
5. **Action Items:**
 - A. Discuss Renewal of 28E For Library Services Between City of Des Moines and City of Windsor Heights

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



- B. Consideration of Resolution No. 2026-18 - A Resolution Approving a 28E Agreement with the Iowa DOT for the Maintenance and Repair of Primary Roads within Windsor Heights
 - C. Consideration of Resolution No. 2026-19 - A Resolution Accepting the Acquisition of Real Estate Interests and Authorizing Acquisition of Such Real Property (1122 65th Street)
 - D. Consideration of Resolution No. 2026-21 - A Resolution Approving an Agreement with the Foundation and Thirsty Pigs for the 2026 Nights in the Heights Concert Series
6. **Reports:**
- A. Mayor, Council Reports and Committee Updates, and Administration Reports
 - B. Code Project Update
7. **Adjourn to Exempt Session** Immediately following the regular Council meeting, Council will have an exempt session pursuant to Iowa Code section 20.17(3)—Negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators shall be exempt from the provisions of chapter 21. Immediately following the exempt session, Council will have a work session.

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





**STAFF REPORT
CITY COUNCIL**
March 16, 2026

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Minutes of the Regular Council Meeting on March 2, 2026

GENERAL INFORMATION

ATTACHMENTS

1. 3.2.26 Regular City Council Meeting Minutes

City of Windsor Heights Regular Business Meeting Minutes
Monday, March 2, 2026 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST

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

Mayor Mike Jones called the meeting to order at 6:00 PM. Members present: Susan Skeries, Joseph Jones, Lauren Campbell, Threase Harms, Fletcher Barry. Staff present: City Administrator Adam Plagge City Clerk Adam Strait, Finance Director Rachelle Swisher, Public Works Director Andy Larson, Police Chief Pete Roth, City Attorney Erin Clanton, Fire Lieutenant Brian Jones, City Engineer Justin Ernst

2. Approval of the Agenda

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

3. Public Hearing:

A. Public Hearing on the Fiscal Year 2027-2037 Capital Improvement Plan (CIP)

Motion by Susan Skeries to open the public hearing at 6:01 PM. Seconded by Threase Harms. Motion passed 5-0. Adam Plagge presented the item. Threase Harms commented that it is great to see progress and that the City is looking at things holistically. No public comment given. Motion by Threase Harms to close the public hearing at 6:04 PM. Seconded by Susan Skeries. Motion passed 5-0.

B. Approve Resolution No. 2026-12 - A Resolution Adopting the FY 2027-2037 CIP

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

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

No public comment given.

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

Motion by Joseph Jones to APPROVE Consent Agenda and pull item 5G for discussion. Seconded by Threase Harms. Motion passed 5-0.

A. Approve Minutes of the Regular Council Meeting on February 16, 2026

B. Approve Minutes of the Council Work Session on February 16, 2026

C. Approve Financial Reports

D. Approve Liquor License - HY-VEE FOOD & DRUGSTORE - 7101 UNIVERSITY AVE

E. Approve Liquor License - LA BONITA - 6611 UNIVERSITY SUITE 100

F. Approve Liquor License Change of Ownership - WALMART INC - 1001 73RD STREET

H. Approve 2026 City Council Goals

I. Approve Resolution No. 2026-14 - A Resolution Awarding the 74th Street Improvements Project

to MPS Engineers

6. **Action Items:**

- G. Approve Resolution No. 2026-13 - A Resolution Expressing Support for SpinCo and It's Global Headquarters in Johnston, Iowa

Adam Plagge presented the item. Plagge explained that Corteva, an agricultural company headquartered regionally in Johnston and employing several thousand people, was formed through mergers involving Pioneer, DuPont, and Dow. The company plans to separate its seed and seed protection businesses, prompting renewed competition among Iowa, Indiana, and Delaware to secure the seed business headquarters. The State of Iowa, Johnston, and the Greater Des Moines Partnership are seeking regional support, and metro cities have been asked to pass resolutions backing the effort. Council members noted initial confusion about the item but recognized the regional importance of the initiative and Corteva's positive reputation as a corporate citizen. Motion by Threase Harms to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

- A. Consideration of Resolution No. 2026-15 - A Resolution Waiving CEC Fees for Building Lives Through Reading's Fundraiser Event on April 28, 2026

Carolyn Peterson, 1905 79th Street, founder of Building Lives Through Reading, spoke in support of the request. She explained that the organization has operated for three years, providing approximately 11,000 books annually to students in three Des Moines Public Schools with high poverty rates, Capitol View, Carver, and Edmonds. The all volunteer organization operates on a \$20,000 to \$30,000 annual budget, with all funds dedicated to purchasing books. Peterson noted the program's positive impact on literacy, including support for English language learners and their families, and shared the long term goal of expanding to additional schools as sustainable funding allows. Council members asked clarifying questions and expressed appreciation for the organization's work. Motion by Threase Harms to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

- B. Consideration of Approving a Letter of Support Authorizing the Des Moines Area Metropolitan Planning Organization and Iowa Natural Heritage Foundation to Pursue Railbanking on the City's Behalf

Adam Plagge presented the item. Plagge explained that rail banking is a federal process that preserves rail corridors for potential future transportation use, such as renewed rail service, trails, or other public purposes, while preventing the land from being permanently divided or developed. The MPO and Iowa Natural Heritage Foundation would act on behalf of affected communities, including Windsor Heights, to file the necessary public use condition with the Surface Transportation Board and begin negotiations. This action does not commit the City to any funding at this time, though future costs such as surveys, engineering, or acquisition could be shared or supported by grants. Staff noted general consensus among participating jurisdictions to pursue this preservation strategy. Motion by Threase Harms to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

- C. Consideration of Resolution No. 2026-16 - A Resolution Setting Time and Place for a Public Hearing for the Purpose of Considering the Proposed Property Tax Levy for the City's Proposed Fiscal Year 2026-2027 Budget and the Proposed Tax Rate Levy to be Included in the Truth-In-Taxation Statement

Rachelle Swisher presented the item. Staff reviewed updates to the draft budget, including adjustments to council meeting and conference line items, allocation of comprehensive plan expenses between fiscal years 2027 and 2028, reallocation of local option tax funds to future street projects, and removal of the previously proposed 2 percent merit bonus with corresponding salary and benefit adjustments. The proposed tax levy rate of 14.30351 was

confirmed for the Truth in Taxation statement. Staff also shared informational materials from the Iowa Department of Management and discussed providing additional resources, including website links and a QR code in the City newsletter. Upcoming public hearings and brief work sessions to address remaining budget items were also noted. Motion by Threase Harms to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

D. Consideration of Letter to Senator Hardman and Representative Konfrst RE: HF 2541

Mike Jones presented the item. Jones explained the bill would limit cities' ability to expand civil rights protections and noted it was eligible for debate in the House but had not yet been placed on the daily debate calendar, with no Senate companion. Council discussion focused on supporting the letter's message while also raising concerns about establishing consistent guidelines for when the City should take formal positions on state legislation, particularly where home rule and civil rights issues intersect. No guidelines or policies were a part of the vote or approved. It was noted that Urbandale had unanimously approved a similar letter on February 23. Following discussion, the motion to approve the letter passed by roll call vote, with Susan Skeries voting no, Joseph Jones, Fletcher Barry, and Lauren Campbell voting yes, and Teresa Harms abstaining. Skeries voted 'No,' stating that her vote was based on procedural concerns rather than the intent of the communication. She expressed a need for the Council to establish a formal protocol and clear criteria to ensure consistency whenever the body engages with state or federal legislators.

7. **Reports:**

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

- Councilor Teresa Harms congratulated Councilor Fletcher Barry on his recent marriage. She also shared that she recently visited La Bonita, a new restaurant in the community, and encouraged residents to check it out. Councilor Harms provided a legislative update, noting that the Iowa Legislature has passed the first funnel deadline, with the Revenue Estimating Conference scheduled for March 12 and the second funnel on March 20. She explained that the Revenue Estimating Conference sets the revenue projections that determine the framework for the state budget.
- Councilor Lauren Campbell reported that she reviewed 14 grant applications for Bravo's newer cultural event and arts grant program and appreciated the opportunity to collaborate with a municipal grant writer who provided helpful feedback on application strengths and weaknesses. She noted the value of offering constructive feedback to applicants, particularly nonprofit organizations whose staff often serve in multiple roles, and highlighted that some applications may still receive funding pending submission of additional information rather than being denied outright. Councilor Campbell also attended the DART budget workshop and expressed optimism about DART's future, recognizing Councilor Joseph Jones for his work on the Executive Committee. In addition, she attended a Des Moines Gamers Symphony small group performance, one of many organizations supported by Bravo, and shared that reviewing the applications highlighted the wide range of cultural events taking place across the metro area.
- Councilor Fletcher Barry reported that he attended a United Way Lunch and Learn at Polk County Emergency Management to learn more about Ride Unite and 2-1-1 services. He also attended his monthly food pantry board meeting, which included a presentation from the DMARC CEO regarding the DMARC network and how local food pantries coordinate services. Councilor Barry encouraged Windsor Heights residents in need of assistance to reach out, noting he would be happy to help connect them with DMARC resources. In addition, he attended the Chamber's monthly Talk with Officials forum, which provides an opportunity for residents to hear from and ask

questions of elected officials at the state, county, and city levels.

- Councilor Joseph Jones reported that he, Councilor Lauren Campbell, and City Administrator Adam Plagge attended the recent DART budget workshop, where discussions focused on the future of DART, potential grant opportunities, the new bus facility, and partnerships with entities such as Des Moines Public Schools and the State Fair. He described the conversation as productive and expressed optimism about DART's direction and regional collaboration. Councilor Jones noted that the regular DART meeting is scheduled for the following day. He also shared that discussions are ongoing regarding how to address potential service gaps related to the jail facility, with consideration of partnerships and alternative service options to help fill those gaps.
- Councilor Susan Skeries reported that the Women in Government meeting was canceled due to weather and will be rescheduled. She attended the Polk County Emergency Management Lunch and Learn on United Way's 2-1-1 and Ride United programs, as well as a legislative event at the Civic Center that highlighted the economic impact of major productions. She also toured the Grimes Water Treatment Facility with Central Iowa Water Works. Councilor Skeries shared that the City has recycled more than 700 pounds of batteries since launching its battery drop off program in April and met with Metro Waste Authority to help promote the effort. She attended an event at the Iowa International Center to learn about its interpreter services available to emergency responders. Upcoming events include Wake Up Windsor Heights on March 12, the Heart Space Massage ribbon cutting on March 24, and the Dinner Dispatch ribbon cutting on April 2. She will also attend a Metro Waste Authority finance meeting and speak at a Lions Club event.
- City Administrator Adam Plagge reported that the Clive and Windsor Heights Citizens Police Academy began last Thursday, with two Windsor Heights residents participating. He thanked Lieutenant Norris and the Police Chief for coordinating the program. He also provided an update on the City owned duplex at 1151 65th Street, noting that improvements are underway to prepare the property for use by Nancy's Place. A ribbon cutting or council walkthrough is anticipated within the next month.

8. **Closed Session** Per Iowa Code §21.5.1 (j): To discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property. The minutes and the tape recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

Motion by Threase Harms to enter Closed Session at 6:49PM. Seconded by Susan Skeries. Motion Passed 5-0.

Motion by Susan Skeries to exit Closed Session at 7:19PM. Seconded by Threase Harms. Motion Passed 5-0.

9. **Adjourn to Exempt Session** Immediately following the regular Council meeting, Council will have an exempt session pursuant to Iowa Code section 20.17(3)—Negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators shall be exempt from the provisions of chapter 21.

Motion by Threase Harms to adjourn at 7:20PM. Seconded by Susan Skeries. Motion passed 5-0.

Mike Jones, Mayor

Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
March 16, 2026

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

GENERAL INFORMATION

ATTACHMENTS

1. Claims Report



CITY OF WINDSOR HEIGHTS

03/06/26 1:40 PM

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***Check Detail Register©**

Batch: 022526PAY,030326PAY,030526PAY,030626PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1110 CASH					
886 e	02/25/26	METRONET			
E 001-615-6373		COMMUNICATIONS	\$415.56		INTERNET
		Total	\$415.56		
887 e	02/25/26	WEX FLEET UNIVERSAL			
E 001-160-6331		MOTOR VEHICLE OPER	\$63.55		FUEL
E 001-150-6331		MOTOR VEHICLE OPER	\$484.96		FUEL
E 001-110-6331		MOTOR VEHICLE OPER	\$1,104.80		FUEL
E 110-210-6331		MOTOR VEHICLE OPER	\$486.96		FUEL
		Total	\$2,140.27		
888 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$41.43	577040909	801 73RD ST
		Total	\$41.43		
889 e	02/25/26	MIDAMERICAN ENERGY CO			
E 001-620-6371		UTILITIES	\$385.35	576374935	1145 66TH ST
		Total	\$385.35		
890 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$14.84	576369169	1601 73RD ST
		Total	\$14.84		
891 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$153.19	576365581	6739 UNIV AVE
		Total	\$153.19		
892 e	02/25/26	MIDAMERICAN ENERGY CO			
E 001-480-6371		UTILITIES	\$30.92	576359716	6900 SCHOOL ST
		Total	\$30.92		
893 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$27.16	576349913	2227 63RD ST
		Total	\$27.16		
894 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$42.29	576343446	1145 73RD ST
		Total	\$42.29		
895 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$74.56	576341706	6440 HICKMAN RD
		Total	\$74.56		
896 e	02/25/26	MIDAMERICAN ENERGY CO			
E 001-480-6371		UTILITIES	\$90.60	576342874	6900 SCHOOL ST
		Total	\$90.60		
897 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$10.00	576340618	1804 73RD ST
		Total	\$10.00		
898 e	02/25/26	MIDAMERICAN ENERGY CO			



CITY OF WINDSOR HEIGHTS

03/06/26 1:40 PM

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*Check Detail Register©

Batch: 022526PAY,030326PAY,030526PAY,030626PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 110-230-6371		UTILITIES	\$29.25	576340267	6410 HICKMAN RD
		Total	\$29.25		
899 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$41.58	575887651	801 73RD ST
		Total	\$41.58		
900 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$26.95	576359189	7116 UNIV AVE
		Total	\$26.95		
901 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-210-6371		UTILITIES	\$759.74	576359551	6800 SCHOOL ST
		Total	\$759.74		
902 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-210-6371		UTILITIES	\$229.30	576359634	6800 SCHOOL ST
		Total	\$229.30		
903 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$29.18	576364528	951 73RD ST
		Total	\$29.18		
904 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$31.04	576342305	6300 UNIV AVE
		Total	\$31.04		
905 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$27.44	576342297	7001 UNIV AVE
		Total	\$27.44		
906 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$29.59	576370083	1140 73RD ST
		Total	\$29.59		
907 e	02/25/26	MIDAMERICAN ENERGY CO			
E 001-150-6371		UTILITIES	\$1,133.01	576374567	1133 66TH ST
		Total	\$1,133.01		
908 e	02/25/26	MIDAMERICAN ENERGY CO			
E 001-480-6371		UTILITIES	\$430.87	576507627	6900 SCHOOL ST
		Total	\$430.87		
909 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$3,228.70	576490494	STREET LIGHTS
		Total	\$3,228.70		
910 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$194.92	576371711	6540 UNIV AVE
		Total	\$194.92		
911 e	02/25/26	MIDAMERICAN ENERGY CO			
E 110-230-6371		UTILITIES	\$29.18	576369713	7290 UNIV AVE



CITY OF WINDSOR HEIGHTS

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***Check Detail Register©**

Batch: 022526PAY,030326PAY,030526PAY,030626PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$29.18		
60011	02/25/26	BANKERS TRUST COMPANY			
E 001-620-6405		COURT & RECORDING F	\$131.73	02252026 10	CC CHARGES
E 110-210-6180		ALLOWANCES	(\$83.00)	02252026 28	APWA REFUND
E 110-210-6230		TRAINING	\$23.00	02252026 28	APWA TRAINING
E 110-210-6180		ALLOWANCES	\$128.00	02252026 28	CLOTHING ALLOWANCE
E 740-865-6230		TRAINING	\$50.00	02252026 28	ISWEP
E 110-210-6180		ALLOWANCES	\$284.99	02252026 35	CLOTHING ALLOWANCE
E 110-210-6180		ALLOWANCES	\$71.94	02252026 35	CLOTHING ALLOWANCE
E 110-210-6240		MEETING/CONFERENCE	\$53.29	02252026 35	PW DIRECTORS MTG
E 001-620-6419		TECHNOLOGY SERVICE	\$80.98	02252026 35	ZOOM WORKPLACE
E 001-615-6507		OPERATING SUPPLIES	\$467.90	02252026 35	ADOBE
E 001-620-6373		COMMUNICATIONS	\$90.00	02252026 35	CONSTANT CONTACT
E 001-470-6498		MEDICAL SUPPLIES	(\$40.00)	02252026 35	RETURN OF GINGERBREAD HOUSES
E 001-610-6507		OPERATING SUPPLIES	\$23.25	02252026 35	NAME TAG
E 001-470-6498		MEDICAL SUPPLIES	\$40.00	02252026 35	RETURN OF GINGERBREAD HOUSES
E 001-470-6495		WINDSOR WONDERLAN	(\$40.00)	02252026 35	RETURN OF GINGERBREAD HOUSES
E 001-160-6350		REPAIR-EQUIPMENT	\$575.00	02252026 96	LUCAS DEVICE POWER CORD
E 001-160-6230		TRAINING	\$122.50	02252026 96	STAFF PROVIDER CARDS
E 001-150-6506		OFFICE SUPPLIES	\$53.41	02252026 96	SPACE HEATER
E 001-620-6240		MEETING/CONFERENCE	\$400.00	02252026 99	IACMA HOTEL
E 001-615-6490		OTHER PROF SERVICE	\$828.00	02252026 99	MICROSOFT
E 001-615-6490		OTHER PROF SERVICE	\$47.08	02252026 99	MICROSOFT
E 001-620-6504		MINOR EQUIPMENT	\$919.90	02252026 99	TRAP & RELEASE PROGRAM TRAPS
E 001-110-6331		MOTOR VEHICLE OPER	\$50.00	02252026 99	CAR WASH FEES PD
E 001-110-6120		DUES & MEMBERSHIPS	\$30.00	02252026 99	NOTARY FOR ADAMS
E 001-110-6120		DUES & MEMBERSHIPS	\$150.00	02252026 99	MIDSTATES ORG CRIME ANNUAL DUES
E 001-110-6120		DUES & MEMBERSHIPS	\$75.00	02252026 99	IPCA DUES
E 001-110-6508		POSTAGE & SHIPPING	\$42.74	02252026 99	RETURN SHIPPING - HELMETS
Total			\$4,575.71		
60012	02/25/26	BOLTON & MENK			
E 322-210-6407		PROF FEES/ENGINEERI	\$13,392.50	0387353	73RD ST PHASE 2 ENG
E 326-210-6407		PROF FEES/ENGINEERI	\$7,885.00	0387777	68TH ST S ENG
E 322-210-6407		PROF FEES/ENGINEERI	\$5,097.50	0387778	73RD ST ENG
E 328-210-6407		PROF FEES/ENGINEERI	\$30,166.50	0387779	74TH ST ENG
E 001-620-6407		PROF FEES/ENGINEERI	\$8,539.00	0387782	GEN ENG
Total			\$65,080.50		
60013	02/25/26	BREESE, TAMMY			
E 001-110-6373		COMMUNICATIONS	\$80.00		FEB CELL PHONE
Total			\$80.00		
60014	02/25/26	CINTAS			
E 001-150-6310		BUILDING REPAIR	\$42.05	5317814804	FIRST AID CABINET SUPPLIES
Total			\$42.05		
60015	02/25/26	CITY OF WEST DES MOINES			
E 001-160-6413		CONTRIBUTIONS & PAY	\$120.00	EM-2026-000	JONES FIELD OP LICENSE
Total			\$120.00		



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*Check Detail Register©

Batch: 022526PAY,030326PAY,030526PAY,030626PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
60016	02/25/26	CITY WIDE HTG. & A/C			
E 001-620-6310		BUILDING REPAIR	\$125.00	509645	WATER HEATER INSPECTION
		Total	\$125.00		
60017	02/25/26	CONVERGINT TECHNOLOGIES LLC			
E 001-620-6310		BUILDING REPAIR	\$547.50	IN00447032	CITY HALL CAMERA REPAIRS
		Total	\$547.50		
60018	02/25/26	DENTONS DAVIS BROWN PC			
E 001-110-6412		LEGAL - OTHER	\$150.00	1629806	ATE LAWSUIT
		Total	\$150.00		
60019	02/25/26	DES MOINES WATER WORKS			
E 001-480-6371		UTILITIES	\$45.95		6900 SCHOOL ST
E 001-150-6371		UTILITIES	\$61.91		1133 66TH ST
E 001-620-6371		UTILITIES	\$6.36		1145 66TH ST
E 001-480-6371		UTILITIES	\$29.61		6800 SCHOOL ST
E 001-430-6507		OPERATING SUPPLIES	\$7.00		1200 66TH ST
		Total	\$150.83		
60020	02/25/26	ECKHART, WENDY			
E 001-620-6499		MISC/REFUNDS	\$112.50		STUMP REMOVAL REFUND
		Total	\$112.50		
60021	02/25/26	HOTT OFF THE PRESS			
E 001-620-6374		NEWSLETTERS	\$1,788.73	36363	FEB 2026 NEWSLETTER
		Total	\$1,788.73		
60022	02/25/26	HY-VEE ACCOUNTS RECEIVABLE			
E 110-210-6507		OPERATING SUPPLIES	\$44.91		SUPPLIES
		Total	\$44.91		
60023	02/25/26	IOWA MUNICIPAL FINANCE OF			
E 001-620-6210		DUES & MEMBERSHIPS	\$50.00		SWISHER, RACHELLE 11294 IMFOA DUES
E 001-620-6210		DUES & MEMBERSHIPS	\$50.00		STRAIT, ADAM 12381 IMFOA DUES
E 001-620-6210		DUES & MEMBERSHIPS	\$50.00		LEUTHOLD, NATE 12980 IMFOA DUES
		Total	\$150.00		
60024	02/25/26	JONES, BRIAN			
E 001-150-6373		COMMUNICATIONS	\$80.00		FEB 2026 CELL PHONE
		Total	\$80.00		
60025	02/25/26	LAREW LAW OFFICE			
E 001-110-6410		A.T.E. CLAIM PYMTS	\$100,763.10		ATE LAWSUIT ATTORNEY FEES/EXPENSES
		Total	\$100,763.10		
60026	02/25/26	LASHIER GRAPHICS & SIGNS			
E 001-430-6507		OPERATING SUPPLIES	\$293.49	35711	CLEANUP/NO CAMPING SIGNS
		Total	\$293.49		
60027	02/25/26	LEUTHOLD, NATE			
E 001-620-6373		COMMUNICATIONS	\$80.00		FEB 2026 CELL PHONE
		Total	\$80.00		



CITY OF WINDSOR HEIGHTS

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Batch: 022526PAY,030326PAY,030526PAY,030626PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
60028	02/25/26	MEASE, JIM			
E 001-150-6373		COMMUNICATIONS	\$80.00		FEB 2026 CELL PHONE
		Total	\$80.00		
60029	02/25/26	NORRIS, CHAD			
E 001-110-6373		COMMUNICATIONS	\$80.00		FEB 2026 CELL PHONE
		Total	\$80.00		
60030	02/25/26	PLAGGE, ADAM			
E 001-620-6373		COMMUNICATIONS	\$80.00		FEB 2026 CELL PHONE
		Total	\$80.00		
60031	02/25/26	SCATINO, STEVEN			
E 001-620-6499		MISC/REFUNDS	\$112.50		STUMP REMOVAL REFUND
		Total	\$112.50		
60032	02/25/26	STANARD & ASSOC. INC.			
E 001-110-6507		OPERATING SUPPLIES	\$10.00	SA00006368	TEST CERTIFICATES
		Total	\$10.00		
60033	02/25/26	STANDARD INSURANCE COMPANY			
G 001-2124		INSURANCE W/H PAYAB	\$2,448.15		LIFE/LTD/STD
		Total	\$2,448.15		
60034	02/25/26	STRAIT, ADAM			
E 001-620-6373		COMMUNICATIONS	\$80.00		FEB 2026 CELL PHONE
		Total	\$80.00		
60035	02/25/26	SWISHER, RACHELLE			
E 001-620-6373		COMMUNICATIONS	\$80.00		FEB 2026 CELL PHONE
		Total	\$80.00		
60036	02/25/26	ZWC CONDO ASSOC			
E 001-620-6310		BUILDING REPAIR	\$53.50		PEST CONTROL
		Total	\$53.50		
60037	03/03/26	AMAZON CAPITAL SERVICES			
E 110-210-6373		COMMUNICATIONS	(\$44.95)	179F-YCN6-	CREDIT SUPPLIES
E 110-210-6373		COMMUNICATIONS	(\$44.95)	1FT7-QQFK-	CREDIT SUPPLIES
E 001-480-6511		BLDG & GROUNDS OPE	\$147.70	1MPD-9X9R-	SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$49.90	1MPD-9X9R-	SUPPLIES
		Total	\$107.70		
60038	03/05/26	ACTIVE 911			
E 001-160-6413		CONTRIBUTIONS & PAY	\$382.95	669211	EMERGENCY REPORTING SYSTEM
		Total	\$382.95		
60039	03/05/26	AIRGAS			
E 001-160-6498		MEDICAL SUPPLIES	\$85.87	9169402260	OXYGEN
E 001-160-6498		MEDICAL SUPPLIES	\$8.37	9169402260	OXYGEN
		Total	\$94.24		
60040	03/05/26	AMAZON CAPITAL SERVICES			



CITY OF WINDSOR HEIGHTS

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Batch: 022526PAY,030326PAY,030526PAY,030626PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-150-6504		MINOR EQUIPMENT	\$66.78	1QVD-RPQV	ELEVATOR KEYS
		Total	\$66.78		
60041	03/05/26	BAKER ELECTRIC INC.			
E 110-210-6407		PROF FEES/ENGINEERI	\$3,294.20	28296-01	TRAFFIC SIGNAL REPAIR
E 001-480-6310		BUILDING REPAIR	\$1,800.00	28297-01	BUILDING REPAIR
		Total	\$5,094.20		
60042	03/05/26	BOUND TREE MEDICAL LLC			
E 001-160-6498		MEDICAL SUPPLIES	\$379.60	86092140	MEDICAL SUPPLIES
E 001-160-6498		MEDICAL SUPPLIES	\$427.29	86094717	MEDICAL SUPPLIES
E 001-160-6498		MEDICAL SUPPLIES	\$185.60	86106302	MEDICAL SUPPLIES
		Total	\$992.49		
60043	03/05/26	BULLZEYE, INC			
E 001-110-6409		JANITORIAL	\$284.84	10379	CLEANING SUPPLIES FOR PS BUILDING
E 001-110-6409		JANITORIAL	\$955.00	10403	FEBRUARY CLEANING FOR PS BUILDING
E 001-620-6409		JANITORIAL	\$591.00	10427	CH FEB CLEANING
E 001-110-6409		JANITORIAL	\$535.00	10440	CEC FEB CLEANING
		Total	\$2,365.84		
60044	03/05/26	CAPITAL CITY KUBOTA			
E 110-250-6332		REPAIR - VEHICLES & E	\$944.82	R31441K	EQUIPMENT REPAIR
		Total	\$944.82		
60045	03/05/26	CAPITAL SANITARY SUPPLY			
E 001-480-6507		OPERATING SUPPLIES	\$53.25	C420356A	SUPPLIES
		Total	\$53.25		
60046	03/05/26	CATCH DES MOINES			
E 001-460-6421		CULT SVCS - CONVENTI	\$101.12	25013	FEB 2026 HOTEL TAX
		Total	\$101.12		
60047	03/05/26	CINTAS			
E 001-480-6507		OPERATING SUPPLIES	\$52.27	5317814802	SUPPLIES
E 110-210-6507		OPERATING SUPPLIES	\$193.82	5317814803	SUPPLIES
		Total	\$246.09		
60048	03/05/26	CLIVE POWER EQUIP.			
E 110-250-6332		REPAIR - VEHICLES & E	\$119.09	20438	EQUIPMENT REPAIR
		Total	\$119.09		
60049	03/05/26	CRYSTAL CLEAR WATER CO.			
E 001-620-6506		OFFICE SUPPLIES	\$21.00		SUPPLIES
		Total	\$21.00		
60050	03/05/26	GOODWIN TUCKER			
E 001-480-6310		BUILDING REPAIR	\$1,271.20	6677785	REPAIR - CEC
		Total	\$1,271.20		
60051	03/05/26	GRAINGER			
E 001-480-6511		BLDG & GROUNDS OPE	\$151.42	9791733513	SUPPLIES
E 001-480-6511		BLDG & GROUNDS OPE	\$220.58	9792072374	SUPPLIES



CITY OF WINDSOR HEIGHTS

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Batch: 022526PAY,030326PAY,030526PAY,030626PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 110-250-6332		REPAIR - VEHICLES & E	\$315.01	9809024632	EQUIPMENT REPAIR
		Total	\$687.01		
60052	03/05/26	GRIMES ASPHALT & PAVING			
E 110-210-6417		STREET MAINTENANCE	\$471.20	28902	COLD PATCH
E 110-210-6417		STREET MAINTENANCE	\$251.10	28911	COLD PATCH
		Total	\$722.30		
60053	03/05/26	HAWKEYE TRUCK EQUIPMENT			
E 110-250-6332		REPAIR - VEHICLES & E	\$1,429.49	169582	SUPPLIES
		Total	\$1,429.49		
60054	03/05/26	IMAGE 360			
E 110-210-6417		STREET MAINTENANCE	\$198.66	I-110605	SIGN POSTS
		Total	\$198.66		
60055	03/05/26	INTOXIMETERS INC.			
E 001-110-6507		OPERATING SUPPLIES	\$135.00	809031	SUPPLIES
		Total	\$135.00		
60056	03/05/26	Iowa Assoc. Prof. Fire Chiefs			
E 001-150-6210		DUES & MEMBERSHIPS	\$100.00	352026	ANNUAL MEMBERSHIP
		Total	\$100.00		
60057	03/05/26	IOWA MEDICAID ENTERPRISE			
E 001-160-6413		CONTRIBUTIONS & PAY	\$14,969.70	14969.70	MARCH STATE SHORE GEMT MCO PAYMENT
		Total	\$14,969.70		
60058	03/05/26	IOWA SOLUTIONS INC			
E 001-615-6419		TECHNOLOGY SERVICE	\$3,819.00	98758	FEB IT SERVICES
		Total	\$3,819.00		
60059	03/05/26	KARL CHEVROLET			
E 001-110-6331		MOTOR VEHICLE OPER	\$523.00	14136	NEW PRINTER FOR 29
		Total	\$523.00		
60060	03/05/26	LEUTHOLD, NATE			
E 001-620-6181		CLOTHING ALLOWANCE	\$44.91	352026	CLOTHING ALLOWANCE
E 001-620-6240		MEETING/CONFERENCE	\$18.51	352026	FEB GCMOA
E 001-620-6240		MEETING/CONFERENCE	\$15.52	352026	JAN MILEAGE
E 001-620-6240		MEETING/CONFERENCE	\$46.33	352026	FEB MILEAGE
		Total	\$125.27		
60061	03/05/26	LOGAN CONTRACTORS SUPPLY			
E 110-210-6332		REPAIR - VEHICLES & E	\$49.30	G72041	EQUIPMENT REPAIR
E 110-210-6417		STREET MAINTENANCE	\$626.88	G72332	STREETS SUPPLIES
E 110-210-6417		STREET MAINTENANCE	\$1,995.00	G72410	STREET MAINTENANCE
E 110-210-6417		STREET MAINTENANCE	\$240.00	G72777	SUPPLIES
E 110-210-6504		MINOR EQUIPMENT	\$43.68	G72903	SUPPLIES
		Total	\$2,954.86		
60062	03/05/26	MENARDS			
E 110-210-6310		BUILDING REPAIR	\$50.98	24348	BUILDING REPAIR



CITY OF WINDSOR HEIGHTS

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Batch: 022526PAY,030326PAY,030526PAY,030626PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$50.98		
60063	03/05/26	METRO WASTE AUTHORITY			
E 670-840-6490		OTHER PROF SERVICE	\$9,303.20	70032136	CURB IT FEES
E 670-840-6413		CONTRIBUTIONS & PAY	\$22,575.53	70032137	GARBAGE FEES
Total			\$31,878.73		
60064	03/05/26	NAPA AUTO PARTS			
E 001-430-6332		REPAIR - VEHICLES & E	\$14.86	679696	TRUCK REPAIR
E 001-430-6332		REPAIR - VEHICLES & E	\$8.18	680141	TRUCK REPAIR
Total			\$23.04		
60065	03/05/26	NORTHERN TOOL COMMERCIAL ACCT			
E 110-210-6504		MINOR EQUIPMENT	\$49.99	107046B8	SUPPLIES
Total			\$49.99		
60066	03/05/26	O'REILLY AUTO PARTS			
E 110-210-6332		REPAIR - VEHICLES & E	\$63.18	0342-386845	TRUCK REPAIR
Total			\$63.18		
60067	03/05/26	PREMIER AUTOMOTIVE			
E 001-110-6332		REPAIR - VEHICLES & E	\$45.18	9075796	OIL CHANGE
E 001-110-6332		REPAIR - VEHICLES & E	\$83.70	9075803	OIL CHANGE/TIRE ROTATION
Total			\$128.88		
60068	03/05/26	SAFE BUILDING COMPLIANCE			
E 001-170-6407		PROF FEES/ENGINEERI	\$807.00	04092488	BUILDING INSPECTIONS
Total			\$807.00		
60069	03/05/26	TOMPKINS INDUSTRIES INC.			
E 110-250-6332		REPAIR - VEHICLES & E	\$390.29	406115189	EQUIPMENT REPAIR
Total			\$390.29		
60070	03/05/26	TRUCK EQUIPMENT INC.			
E 110-250-6332		REPAIR - VEHICLES & E	\$147.62	321425	EQUIPMENT REPAIR
Total			\$147.62		
60071	03/05/26	ULINE			
E 001-430-6511		BLDG & GROUNDS OPE	\$1,957.41	203638055	SUPPLIES
Total			\$1,957.41		
60072	03/05/26	USA TODAY MEDIA CORP			
E 001-620-6414		PUBLICATIONS	\$420.16	0007587631	PUBLICATIONS
Total			\$420.16		
60073	03/05/26	WYCKOFF HEATING & COOLING			
E 001-480-6310		BUILDING REPAIR	\$3,985.00	225288	BUILDING REPAIR
Total			\$3,985.00		
1110			\$264,282.73		



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Batch: 022526PAY,030326PAY,030526PAY,030626PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary

1110 CASH

001 GENERAL	\$158,947.76
110 ROAD USE TAX	\$16,864.74
322 73RD STREET	\$18,490.00
326 68TH STREET SOUTH	\$7,885.00
328 74TH STREET	\$30,166.50
670 GARBAGE/RECYCLING	\$31,878.73
740 STORM WATER	\$50.00
	\$264,282.73



STAFF REPORT
CITY COUNCIL
March 16, 2026

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Tobacco License - Hy-Vee - 7101 University Ave

GENERAL INFORMATION

ATTACHMENTS

1. HyVee Tobacco License
2. Hy-Vee Tobacco Vendors

< CITY OF WINDSOR HEIGHTS

Retail Tobacco License Review

CITY OF WINDSOR HEIGHTS
1009378802

>

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: HY-VEE INC
Type of ownership	: Corporation
Primary office address	: 5820 WESTOWN PKWY WEST DES MOINES IA 50266-8223
Legal Ownership Phone	: 515-695-3540
Legal Ownership Email	: knylen@hy-vee.com

Application Information

City/County Permit Number	: 25-5
Sales and Use Permit Number	: 177093958
Location Name	: HY-VEE FOOD STORE
Location Phone Number	: 515-279-4225
Location Address	: 7101 UNIVERSITY AVE WINDSOR HTS IA 50324-1436
Location Mailing Address	: 5820 WESTOWN PKWY WEST DES MOINES IA 50266-8223

Renewal : Yes

Start Date : 01-Jul-2026

End Date : 30-Jun-2027

License Fee : 75.00

Types of Sales : Over the Counter

Type of Establishment : Grocery store

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative
Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

Ownership Details

Owner	Position	Single Line Address
WIESE, AARON		4840 159TH STREET URBAND/
SCHROEDER, ANDREW		5764 CHATHAM CIRCLE JOHN
ALLEN, NATHAN		809 SUMMIT PLACE INDIANO

Suppliers List

File Name	View File
Hy-Vee Tobacco Vendors.pdf	View File

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision *

Approve	Deny
---------	------



Cancel

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Resources

- Frequently Asked Questions
- Contact Us
- Subscribe to Updates

Other Links

- State of Iowa Directory
- Website Policies

Hy-Vee Full List of Vendors for Tobacco

- ITG Cigars Inc.
- Liggett Vector Brands
- Philip Morris Inc
- RJ Reynolds Tobacco Co.
- Santa Fe Natural Tobacco Co.
- John Middleton/Altria
- Swisher International Inc.
- American Snuff Co. (RJ Reynolds)
- National Tobacco
- Swedish Match
- US Smokeless Tobacco (Altria)
- Helix Innovations LLC (Altria)
- Rogue Holdings, LLC
- Smokey Mountain Chew, Inc.
- Juul Labs, Inc.
- Njoy LLC (Altria)



**STAFF REPORT
CITY COUNCIL**
March 16, 2026

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Tobacco License - Hy-Vee Fast & Fresh - 7220 Hickman Road

GENERAL INFORMATION

ATTACHMENTS

1. HyVee FF Tobacco License
2. Hy-Vee Tobacco Vendors



< CITY OF WINDSOR HEIGHTS

Retail Tobacco License Review

CITY OF WINDSOR HEIGHTS
1009378802

>

Application Information

Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP	: HY-VEE INC
Type of ownership	: Corporation
Primary office address	: 5820 WESTOWN PKWY WEST DES MOINES IA 50266-8223
Legal Ownership Phone	: 515-695-3540
Legal Ownership Email	: knylen@hy-vee.com

Application Information

City/County Permit Number	: 25-4
Sales and Use Permit Number	: 177130746
Location Name	: HY-VEE FAST & FRESH
Location Phone Number	: 515-279-4225
Location Address	: 7220 HICKMAN RD WINDSOR HTS IA 50324
Location Mailing Address	: 5820 WESTOWN PKWY WEST DES MOINES IA 50266-8223

Renewal : Yes

Start Date : 01-Jul-2026

End Date : 30-Jun-2027

License Fee : 75.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

Ownership Details

Owner	Position	Single Line Address
WIESE, AARON		4840 159TH STREET URBAND/
SCHROEDER, ANDREW		5764 CHATHAM CIRCLE JOHN
ALLEN, NATHAN		809 SUMMIT PLACE INDIANO

Suppliers List

File Name	View File
Hy-Vee Tobacco Vendors.pdf	View File

Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision *

Approve	Deny
---------	------



Cancel

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Resources

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Hy-Vee Full List of Vendors for Tobacco

- ITG Cigars Inc.
- Liggett Vector Brands
- Philip Morris Inc
- RJ Reynolds Tobacco Co.
- Santa Fe Natural Tobacco Co.
- John Middleton/Altria
- Swisher International Inc.
- American Snuff Co. (RJ Reynolds)
- National Tobacco
- Swedish Match
- US Smokeless Tobacco (Altria)
- Helix Innovations LLC (Altria)
- Rogue Holdings, LLC
- Smokey Mountain Chew, Inc.
- Juul Labs, Inc.
- Njoy LLC (Altria)



STAFF REPORT
CITY COUNCIL
March 16, 2026

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator
Andy Larson

SUBJECT: Approve City Hall Parking Lot Repairs

GENERAL INFORMATION

Staff has met with Clair Family Dental to discuss a sinkhole that has recently formed in the parking lot of 1145 66th St. (City Hall). Clair Family Dental and staff recommend removing and replacing impacted concrete panels this year and complete crack sealing and repainting the parking lot. The total estimated cost, including labor, is \$9,300. Half the cost will be paid by Clair Family Dental. The work will be completed during a mutually convenient time by Public Works.



ATTACHMENTS

1. Parking Lot Repair Cost Estimate 2026 City Hall



WINDSOR
HEIGHTS
the heart of it all

City of Windsor Heights

C O S T E S T I M A T E

Date:

03/05/2026

Presented To:

Clair Family Dental
1145 66th St Suite 2
Windsor Heights, IA 50324

Pa	Total Amount	Cost Share 50/50
Concrete Parking Lot Panel Replacement – 676.5 SF	\$7,200.00	\$3,600.00
Parking Lot Joint Sealing and Striping	\$2,100.00	\$1050.00
	Estimate Total	\$4,650.00



**STAFF REPORT
CITY COUNCIL**
March 16, 2026

TO: CITY COUNCIL

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

SUBJECT: Approve Walnut Creek Water Access Change Order 1

GENERAL INFORMATION

Please see attachment for description of changes.

Staff also notes an additional future change order is planned regarding tree plantings. WRA's tentative alignment for their 2030 sanitary sewer trunk main runs through the 3E property on the west side of the creek and conflicts with the tree plantings proposed as part of this project. Therefore, the plantings on the west side of the creek will be proposed to be removed from the current project and will be reconsidered after the WRA project is completed.

ATTACHMENTS

1. Walnut Creek Access_CO 1_20260304



Staff Report

To: Mayor and City Council
From: Justin Ernst, City Engineer
Date: March 3, 2026
Subject: Walnut Creek Water Access Change Order 1

GENERAL INFORMATION

See included letter and pay application.



**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

March 3, 2026

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

RE: Walnut Creek Water Access
Change Order 1

Dear Mr. Plagge

Submitted for your approval is Change Order 1 for the above-mentioned project. The Change Order includes adding an item for granular stabilization to replace unsuitable soils encountered under the new storm sewer and changing the price and unit type to lump sum for the limestone retaining wall. The approved contract value of \$207,539.50 will be decreased by \$1,900.74 for a revised contract value of \$205,638.76. Please see enclosure for a full summary of the change items.

Bolton & Menk, Inc. recommends the approval of Change Order 1. Upon approval, please sign 3 copies in the space provided. Return one executed copy of the change order to our office and one executed copy of the change order to RW Excavating.

Sincerely,

Bolton & Menk, Inc.

Nate Weitz, PLA
Landscape Architect Project Manager

Enclosure



City of Windsor Heights - Iowa

Change Order Details

Walnut Creek Water Access

Description	Water access on Walnut Creek, just west of Colby Park in the City of Windsor Heights
Prime Contractor	RW EXCAVATING SOLUTIONS, LC
Change Order	1
Status	Pending
Date Created	02/20/2026
Type	Non-Significant - Non-Participating
Change Order Description	Item 2: Reducing quantity for this item to zero due to change in method of measurement. 8010: Add an item for Limestone Retaining Wall (Lump Sum) to account for material change and method of measurement. 8020: Add an item for Granular Stabilization, 3 Inch (Ton).
Awarded Project Amount	\$207,539.50
Authorized Project Amount	\$207,539.50
Change Order Amount	-\$1,900.74
Revised Project Amount	\$205,638.76

B - Reason for change:

Item 2: Contractor proposed a change in material and supplier, which is denser and would overrun the quantity of this item if measured by tonnage. A new item will be added to pay for the limestone retaining wall on a lump sum basis.

8010: This item accounts for the material change from Anamosa Limestone to Kansas Limestone which is denser. The limestone retaining wall will now be paid as a lump sum item.

8020: This item is for 3" clean rock to replace unsuitable soils encountered and stabilize area beneath the new storm sewer.

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

Item 2: Reducing this quantity to zero which is a total price reduction of -\$42,500.

8010: Contractor proposed a to install the new Kansas Limestone at a for \$3000 less than the original total price. New lump sum price is \$39,500.

8020: Adding 17.73 Tons to the project at \$62 per ton. 17.73 tons x \$62/ton = \$1099.26

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

Item 2: Removing due to change in method of measurement.

8010: Price agreed upon with the contractor.

8020: Price similar to previous projects.

E - Contract time adjustment:

No change to contract time.

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0002	0000-999-BI	TON	\$850.000	50.000	\$42,500.00	-50.000	-\$42,500.00	0.000	\$0.00
LIMESTONE RETAINING WALL									

Reason: Changed item from a item measured by tonnage to a lump sum item.

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
1 item			Totals		\$42,500.00		-\$42,500.00		\$0.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
8010	2599-9999010	LS	1.000	\$39,500.000	\$39,500.00
('LUMP SUM' ITEM): LIMESTONE RETAINING WALL (LUMP SUM)					
Reason: Changed item from a item measured by tonnage to a lump sum item.					
8020	2599-9999020	TON	17.730	\$62.000	\$1,099.26
('TONS' ITEM): GRANULAR STABILIZATION, 3 INCH (TON)					
Reason: To replace unsuitable soils encountered and stabilize area beneath the new storm sewer.					
2 items					Total: \$40,599.26

AGREED BY CONTRACTOR:

By: Rah Wil Date: 3-2-2026

RECOMMENDED BY ENGINEER:

By: Nate Weith Date: 3-3-2026

APPROVED BY CITY OF WINDSOR HEIGHTS:

By: _____ Date: _____



**STAFF REPORT
CITY COUNCIL**
March 16, 2026

TO: CITY COUNCIL

FROM: Nate Weigl

SUBJECT: Approve Walnut Creek Water Access Pay App 1

GENERAL INFORMATION

ATTACHMENTS

1. Pay Application_001_Walnut Creek Water Access - RW_BMI signed



City of Windsor Heights - Iowa

Detailed Payment

Walnut Creek Water Access

Description Water access on Walnut Creek, just west of Colby Park in the City of Windsor Heights

Payment Number 1

Pay Period 11/03/2025 to 02/28/2026

Prime Contractor RW EXCAVATING SOLUTIONS, LC

Payment Status Pending

Awarded Project Amount \$207,539.50

Authorized Amount \$207,539.50

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: 1 - Description										
0001	0000-999-BE	EA	\$700.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
LIMESTONE STONE BLOCK BENCH										
0002	0000-999-BI	TON	\$850.000	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
LIMESTONE RETAINING WALL										
0003	0000-999-A	LS	\$3,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DEWATERING										

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-C	LS	\$3,000.000	1.000	1.000	0.000	1.000	1.000	\$3,000.00	\$3,000.00
	CLEARING AND GRUBBING									
0005	2010-D-1	CY	\$10.000	338.000	169.000	0.000	169.000	169.000	\$1,690.00	\$1,690.00
	TOPSOIL, ON-SITE									
0006	2010-E	CY	\$20.000	585.000	585.000	0.000	585.000	585.000	\$11,700.00	\$11,700.00
	EXCAVATION, CLASS 10									
0007	4020-A-1	LF	\$125.000	20.000	8.000	0.000	8.000	8.000	\$1,000.00	\$1,000.00
	STORM SEWER, TRENCHED, RCP, 30 INCH									
0008	4020-A-1	LF	\$300.000	16.000	8.000	0.000	8.000	8.000	\$2,400.00	\$2,400.00
	STORM SEWER, TRENCHED, RACP, 51X31 INCH									
0009	4020-D	LF	\$35.000	32.000	30.000	0.000	30.000	30.000	\$1,050.00	\$1,050.00
	REMOVAL OF STORM SEWER, RCP									
0010	4030-B	EA	\$1,500.000	1.000	1.000	0.000	1.000	1.000	\$1,500.00	\$1,500.00
	PIPE APRON, RCP, 30 INCH									
0011	4030-B	EA	\$3,000.000	1.000	1.000	0.000	1.000	1.000	\$3,000.00	\$3,000.00
	PIPE APRON, RCAP, 51X31 INCH									
0012	4030-C	EA	\$1,000.000	1.000	1.000	0.000	1.000	1.000	\$1,000.00	\$1,000.00
	FOOTING FOR CONCRETE PIPE APRON, RCP, 30 INCH									
0013	4030-C	EA	\$1,000.000	1.000	1.000	0.000	1.000	1.000	\$1,000.00	\$1,000.00
	FOOTING FOR CONCRETE PIPE APRON, RCAP, 51X31 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
0014	4030-D	EA	\$1,300.000	1.000	1.000	0.000	1.000	1.000	\$1,300.00	\$1,300.00
PIPE APRON GUARD, 30 INCH										
0015	4030-D	EA	\$2,500.000	1.000	1.000	0.000	1.000	1.000	\$2,500.00	\$2,500.00
PIPE APRON GUARD, 51X31 INCH										
0016	7030-A-2	SY	\$25.000	75.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF SHARED USE PATH										
0017	7030-C	SY	\$80.000	75.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SHARED USE PATH, PCC, 6 INCH										
0018	7030-E	SY	\$70.000	260.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, PCC, 5 INCH										
0019	8030-A	LS	\$3,500.000	1.000	0.200	0.000	0.200	0.200	\$700.00	\$700.00
TEMPORARY TRAFFIC CONTROL										
0020	8040-A	EA	\$300.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRAFFIC SIGNS										
0021	9010-B	AC	\$10,000.000	0.060	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, WETLAND MIX										
0022	9010-B	AC	\$10,000.000	0.250	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, NATIVE MESIC PRAIRIE										
0023	9010-E	LS	\$500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WARRANTY										

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
0024	9020-A	SY	\$9.500	580.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SOD										
0025	9030-B	EA	\$85.000	193.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, #5 CONTAINER										
0026	9030-B	EA	\$500.000	22.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PLANTS WITH WARRANTY, DECIDUOUS TREE, 2" CAL.										
0027	9040-D-1	LF	\$37.000	235.000	235.000	0.000	235.000	235.000	\$8,695.00	\$8,695.00
FLOATING SILT CURTAIN										
0028	9040-D-1	LF	\$2.000	1,006.000	600.000	0.000	600.000	600.000	\$1,200.00	\$1,200.00
FILTER SOCK, 6 INCH										
0029	9040-E	SY	\$2.500	460.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TEMPORARY RECP, 2.D										
0030	9040-J	TON	\$75.000	130.000	117.930	0.000	117.930	117.930	\$8,844.75	\$8,844.75
RIP RAP, CLASS E										
0031	9040-N-1	LF	\$2.500	205.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SILT FENCE OR SILT FENCE DITCH CHECK										
0032	9040-O-1	LS	\$3,000.000	1.000	1.000	0.000	1.000	1.000	\$3,000.00	\$3,000.00
STABILIZED CONSTRUCTION ENTRANCE										
0033	9040-Q-2	AC	\$5,000.000	0.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EROSION CONTROL MULCHING, HYDRO MULCHING, BFM										

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
0034	9060-F	LF	\$3.000	1,210.000	379.000	0.000	379.000	379.000	\$1,137.00	\$1,137.00
TEMPORARY FENCE, ORANGE PLASTIC, 48 INCH										
0035	11010-A	LS	\$4,500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCTION SURVEY										
0036	11020-A	LS	\$18,000.000	1.000	0.500	0.000	0.500	0.500	\$9,000.00	\$9,000.00
MOBILIZATION										
0037	11050-A	LS	\$2,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONCRETE WASHOUT										
8010	2599-9999010	LS	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('LUMP SUM' ITEM): LIMESTONE RETAINING WALL (LUMP SUM)										
8020	2599-9999020	TON	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('TONS' ITEM): GRANULAR STABILIZATION, 3 INCH (TON)										
Section Totals:									\$63,716.75	\$63,716.75
Total Payments:									\$63,716.75	\$63,716.75

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
Final Completion - Liquidated damages \$500 per day	10/30/2026	10/30/2026	N/A	\$0.00	N/A	244.0 Days	\$0.00
Substantial Completion - Liquidated damages \$500 per day	06/30/2026	06/30/2026	N/A	\$0.00	N/A	122.0 Days	\$0.00
Total Damages:							\$0.00

Detailed Payment:

03/09/2026

Walnut Creek Water Access

Page 5 of 7

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Summary

Current Approved Work:	\$63,716.75
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$1,911.50
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$61,805.25
Previous Payment:	\$0.00

Approved Work To Date:	\$63,716.75
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$1,911.50
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$61,805.25
Previous Payments To Date:	\$0.00

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: \$ \$61,805.25

By: Nate Weith Date: 03/12/2026

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: Rach W Date: 3-10-2026

CITY OF WINDSOR HEIGHTS REVIEW / APPROVAL:

By: _____ Date: _____



STAFF REPORT
CITY COUNCIL
March 16, 2026

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Resolution No. 2026-20 - A Resolution Acknowledging and Approving Updates to Section 2.2.17 of the Polk County Hazard Mitigation Plan

GENERAL INFORMATION

Polk County Emergency Management is making minor updates to the County-wide 2024-2029 [Hazard Mitigation Plan](#). City staff previously requested some minor updates to Windsor Heights specific sections of the plan under [2.2.17](#) after the 2024 plan's adoption. With the plan update now forthcoming, Emergency Management has requested the City pass a Resolution noting these updates for inclusion. This Resolution noting these updates is attached.

Also as part of the 2026 update, city staff will also provide updates to the Windsor Heights action statuses listed in Mitigation Strategy Sections [4-76 through 4-78](#). Updates include progress on storm sewer intake replacement and Walnut Creek bank stabilization planned along 75th. Other projects such as levy construction have been placed on the list to facilitate potential future grant opportunities, though no current action is underway. Some mitigation projects listed under Windsor Heights, such as identifying new shelter sites, are listed under multiple other cities as part of County-wide effort.

ATTACHMENTS

1. Resolution No. 2026-20 Resolution Approving Updates to Polk Co Hazard Mitigation Plan
2. chapter-4-mitigation-strategies Windsor Heights 2026 Updates

RESOLUTION NO. 2026-20

A RESOLUTION ACKNOWLEDGING AND APPROVING UPDATES TO SECTION 2.2.17 OF THE POLK COUNTY HAZARD MITIGATION PLAN

WHEREAS, the City participates in the Polk County Hazard Mitigation Plan, which outlines planning mechanisms, regulatory tools, and fiscal capacities that support hazard mitigation efforts; and

WHEREAS, Section 2.2.17 of the Plan identifies Windsor Heights planning mechanisms, regulatory tools and programs, and fiscal capacity utilized by the City; and

WHEREAS, updates are necessary to accurately reflect current departmental responsibilities, adopted plans, regulatory tools, and fiscal mechanisms utilized by the City; and

WHEREAS, the following updates clarify and document the below City's current policies and programs:

Planning Mechanisms

- Land Use/Management/Development Planning - administered by Bolton & Menk & City Administration.
- Comprehensive Emergency Management Plan - approved by Windsor Heights City Council July 19, 2021.

Regulatory Tools and Programs

- Stormwater Management Plan/Ordinance – Ordinance 161.08 Storm Water Standards, adopted June 7, 2024.
- Community Rating System (CRS) – In place as of 2025.
- Subdivision Regulations – Adopted December 18, 2023.

Fiscal Capacity

- General Obligation, Revenue, and/or Special Tax Bonds – Currently utilized by the City as financing tools for eligible projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the above updates are hereby acknowledged and approved as the City's current planning mechanisms, regulatory tools, and fiscal capacities associated with Section 2.2.17 of the Polk County Hazard Mitigation Plan.

PASSED AND APPROVED this 16th day of March, 2026.

Mike Jones, Mayor

ATTEST:

Adam Strait, City Clerk

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
					Funds; FEMA HMA Grants					
West Des Moines 25	Conduct a public education and outreach campaign to increase awareness of the risks of dam failure within the inundation zones of Clive Lake Dam, Glen Oaks Country Club Dam, Saylorville Dam, and West Lake Office Park Dam.	Dam Failure	Existing	Fire and EMS	City General Operating Budget; Capital Improvement Funds; Stormwater fees; Economic Development Funds; FEMA HMA Grants	Long-Term	Education and Outreach	New	4	Medium
Windsor Heights 1	Install residential check valves at Washington Avenue and 70th Street	Flash Flooding	Existing	City Administrator's Office	General Operating Budget; FEMA HMA Grants	Medium-Term	Structure and Infrastructure Projects	Continuing	4	Medium
Windsor Heights 2	Replace storm sewer intakes	Flash Flooding	Existing	City Administrator's Office	Stormwater Fund	Long-Term	Structure and Infrastructure Projects	10% Complete	4	Medium
Windsor Heights 3	Identify potential future shelter sites	Windstorms	Existing & New	City Administrator's Office	General Operating Budget; FEMA Preparedness Grants	Short-term	Local Plans and Regulations	Continuing	4	High

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Windsor Heights 4	Continue to comply with the NFIP by enforcing floodplain management ordinance, including regulating/ monitoring new construction and substantial improvements in the SFHA; and participating in floodplain identification and mapping.	River Flooding	Existing & New	City Administrator's Office	General Operating Budget	Long-term	Local Plans and Regulations	Continuing	1	High
Windsor Heights 5	Walnut Creek bank stabilization	River Flooding	Existing	City Administrator's Office	Stormwater Funds; FEMA HMA Grants	Long-term	Structure and Infrastructure Projects	Continuing	4	Medium
Windsor Heights 6	Construct a non-accredited levee along the east bank of Walnut Creek between southwest of Wal-Mart and I-235 or Construct an accredited levee along the east bank of Walnut Creek between east of Wal-Mart / west of the Colby Park neighborhood and I-235. or Construct an accredited levee along the east bank of Walnut Creek between the Colby Park neighborhood and I-235.	River Flooding	New	City Administrator's Office	FEMA HMA Grants	Long-term	Structure and Infrastructure Projects	New	4	Medium
Windsor Heights 7	Channel Modification. Construct channel improvements from I-235 to 63rd Street.	Flash Flooding; River Flooding	New	City Administrator's Office	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	Medium
Windsor Heights 8	Construct one or more flood risk reduction dams or detention cells	Flash Flooding; River Flooding	New	City Administrator's Office	General Operating Budget; FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	Medium

4: MITIGATION STRATEGY

2024 Mitigation Action Plan										
Action ID	Mitigation Project / Activity Description	Hazards Addressed	Impacts Existing or New Structures	Responsible Agency or Entity	Potential Funding Sources	Expected Time Frame for Completion	Project Type	Action Status (New or Continuing)	Goal #	Priority (H/M/L)
Windsor Heights 9	Upstream dam in upper Walnut Creek Watershed	River Flooding	New	City Administrator's Office	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	Medium
Windsor Heights 10	Install a concrete barrier along selected properties beside North Walnut Creek.	River Flooding	New	City Administrator's Office	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	Medium
Windsor Heights 11	Acquisition of shared resource emergency vehicles	Animal/plant/crop disease, climate change, cyberattack, dam failure, drought, earthquake, expansive soils, extreme temperatures, flash flooding, grass or wildland fire, hazardous materials incident, levee failure, river flooding, sinkholes/ landslides, structural fire, thunderstorm with lightning and hail, tornado, transportation incident, windstorm, winter storm	N/A	City Administrator's Office	General Operating Budget; FEMA HMA Grants	Medium-Term	Local Plans and Regulations	New	2	Medium
Windsor Heights 12	Relocate Public Works and Community Center out of flood plain.	River Flooding	Existing	City Administrator's Office	FEMA HMA Grants	Long-Term	Structure and Infrastructure Projects	New	4	Medium
Windsor Heights 13	Conduct a public education and outreach campaign to increase awareness of the risks of dam failure within the inundation zone of Clive Lake Dam.	Dam Failure	Existing	City Administrator's Office	General Operating Budget; FEMA HMA Grants	Medium-Term	Education and Outreach	New	4	Medium



STAFF REPORT
CITY COUNCIL
March 16, 2026

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Resolution No. 2026-17 - A Resolution Approving 2026 Updates to the Windsor Heights Flood Response Plan

GENERAL INFORMATION

The City began annually reviewing the flood response plan in 2024 and completing a tabletop flood response exercise. The attached flood response plan incorporates minor updates to contact information, protocols for closing the planned creek access in Colby Park along with minor other updates to the plan.

ATTACHMENTS

1. Resolution No. 2026-17 Resolution Approving Flood Response Plan 2026
2. List of Updates - WHTS Flood Response Plan - 2026
3. WHTS Flood Tabletop 2026 - Exercise Overview - Full Version
4. WHTS Staff Flood Response Plan Overview 2026
5. Windsor Heights Flood Response Plan 2026_03_09

RESOLUTION NO. 2026-17

**RESOLUTION APPROVING 2026 UPDATES TO THE
WINDSOR HEIGHTS FLOOD RESPONSE PLAN**

WHEREAS, protecting lives and property benefit from a flood response plan; and

WHEREAS, a comprehensive flood response plan should be updated annually and be immediately available to staff; and

WHEREAS, the success of a flood response plan relies on the decisions and actions taken to protect lives and property; and

WHEREAS, a thorough and well-thought-out flood response plan is essential to these actions.

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

That the City approves the 2026 Updates to the Windsor Heights Flood Response Plan.

PASSED AND APPROVED THIS 16th day of March, 2026.

By: _____
Mike Jones, Mayor

ATTEST:

By: _____
Adam Strait, City Clerk

2026 Updates to the Windsor Heights Flood Response Plan

Section / Page	Section Name	Changes
Section 3 Page 3-1	Annual Plan Updates	Added: March 3, 2026, date of annual exercise Added: March 16, 2026, Council approval of plan updates
Section 4 Page 4-1	Leadership & Departmental Phone List	Updated: Council Member – Fletcher Barry in place of Michael Libbie Updated: Fire – B-Shift – Mark Muerner in place of Jeff Price Updated: Fire – C-Shift – Jeff Price in place of Kari Davis Updated: Public Works – Andy Larson's cell phone number Updated: Public Works – Jason Roberts' cell phone number
Section 10.1 Page 10-1	City Facilities Public Works Building	Updated: Coordinated by Public Works Director (removed “Assistant”)
Section 17	Activity Log Sheets	New



Scenario: Flash Flooding Event – Impacting Windsor Heights, Iowa

Participants	City Manager’s Office, Fire Department, Police Department, and Public Works Department.
Observers	- Polk County Emergency Management Agency - National Weather Service – Des Moines
Goal	Evaluate the ability to coordinate a response to imminent flooding effectively.
Scenario	EOC – Windsor Heights Emergency Operations Center (Public Safety Building – City Council Chambers) will be staffed with the City Administrator, Fire Chief, Police Chief, Public Works Director, and others (if desired by this leadership group). FIELD OPERATIONS – Each department will document actions on a map.
Simulation	DATE & TIME - Date is Thursday, May 14, 2026. <i>Note: Simulation run time intervals are compressed for training/logistical purposes.</i> EOC - A flood response planning action level will be declared and initiated based on simulated information provided by the National Weather Service. - The EOC is a Unified Command structure with the City Administrator as the Incident Commander. - Directors (or their delegates) will coordinate individual department assignments as specified in the Flood Response Plan. - Unexpected challenges will periodically be communicated to participants. - Event status will be documented on the Dashboard for Flooding Operations. FIELD OPERATIONS - Staff will be contacted by department representatives operating out of the EOC. - Staff will document actions taken on large printed maps, including the assigned resource(s). Examples: When an evacuation area is complete, or a road is physically closed, these actions must be reported. - At the conclusion of the exercise, each field operations map will be presented to assess operational effectiveness and resource allocations/needs.
Successful Outcomes	- The outcome of this tabletop will be successful if the following criteria are met: - The actions taken/documented match those prescribed in the Windsor Heights Flood Response Plan. - Unexpected issues are handled appropriately. - Staff have the tools, resources, and information to handle the situation(s) effectively. - The EOC maintains situational awareness of the larger event and is prepared to alter the planning level quickly if situations warrant. - We have proactively communicated with the public/media. - Our efforts have protected the community from flood waters with life safety as the primary goal.
Basic Timeline	8:00 AM: SIMULATION OVERVIEW 8:10 AM: PHASE 1 (PRE-FLOOD) SIMULATION START (25 min) 8:35 AM: PHASE 1 REVIEW (15 min) 8:50 AM: PHASE 2 (PEAK FLOOD) SIMULATION START (25 min) 9:15 AM: PHASE 2 REVIEW (15 min) 9:30 AM: END



Simulated Event 8:10 AM to 9:00 AM	• Weather Situation ○ Past Week - Heavy rains have saturated soil conditions, and creek levels are running at moderate to full levels. ○ Storm cells have been moving through since yesterday afternoon and have dropped 4-5 inches of rain into the entire Walnut Creek rain basin. ○ Windsor Heights leadership spoke with the National Weather Service. The NWS has issued a Flash Flood Warning for Walnut Creek, predicting a crest at 13.5' at @ I80 at 6:00 am today. The crest should move approximately 1 mile per hour, with an expected crest at 73rd Street around 9:00 am. ○ Directors called in all available staff. ○ The City Administrator will be the Incident Commander. • Simulation – Phase 1 – Pre-Flood Conditions (25 Minutes) ○ Each department will use a map to identify actions taken in the 2-3 hours prior to flood waters rising to levels that close streets/impact homes/businesses • Simulation – Phase 2 – Peak Flood Conditions (25 Minutes) ○ Each department will use a map or notes to identify actions/responsibilities taken during peak flood operations. This will include handling unexpected field challenges.	
Unexpected Field Challenges	Phase 1 – Pre-Flood 1A Fire – 1012 69th Street – Two occupants, both elderly, can no longer drive, and they have no transportation. They have family coming to pick them up (it will take them 3 hours to get here), and they have nowhere to go in the meantime. They have two cute Yorkies and say they won't leave their home unless the dogs can go. 1B Police – 1002 68th Street – The family's car won't run, and they have no transportation. They said they can stay in a hotel, and they have money, but they just can't get there. 1C Fire – 1005 69th Street - This is a group home (unknown to the City of Windsor Heights). It has six special-needs adults who require assistance with transportation to a safe location. There is only one staff member on the scene, and they are unable to reach other staff to report to work. 1D Police – 953 73rd Street – The manager of 3E wants to know whether floodwaters will reach their facility. 1E Public Works – 7301 University Avenue – Flowerama is on the phone and wants to know whether sandbags are available to protect their business. 1F Police – Westcom has radioed the on-duty Sergeant to ask if they can assist Clive by shutting down University Avenue to all traffic west of 73rd Street.	Phase 2 – Peak-Flood 2A Fire – 801 73rd Street – S. Vincent de Paul Thrift Store chose not to evacuate and now wants help getting out as their area has flooded. There are three employees and four customers inside. 2B Fire – 6750 Hunter Circle, Unit 906 – An Elderly couple chose not to evacuate and needs help getting out as their complex has flooded. 2C Fire – 6750 Hunter Circle, Unit 854 – A single mom chose not to evacuate and now needs help getting out with her two kids, as their complex has flooded. 2D Police – Storage Mart, 6525 Center Street – A person walked through floodwaters to check their storage unit and is now too scared to leave. 2E Police – Iowa DOT – They are on the phone asking whether they should close the I235 off-Ramps to 73rd Street? 2F Public Works – Multiple residents along School Street (near 68th and 69th Streets) have called to report that water is coming up through their basement drains. They want to know how to stop it.

Staff Overview Training | 2026



ROE CONSULTING LLC

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515-238-7012

rickroe67@gmail.com

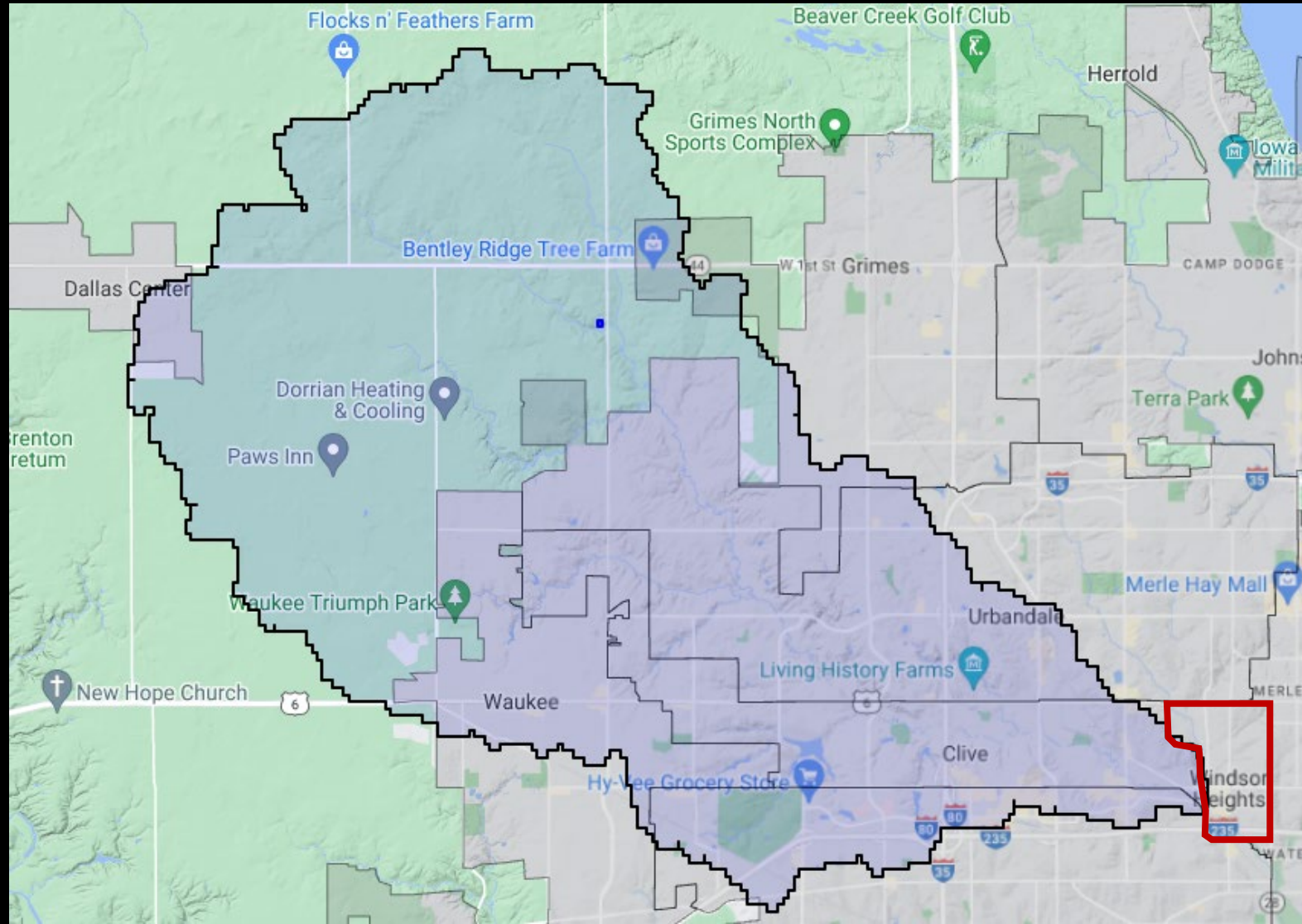
Walnut Creek Flood Response Plan



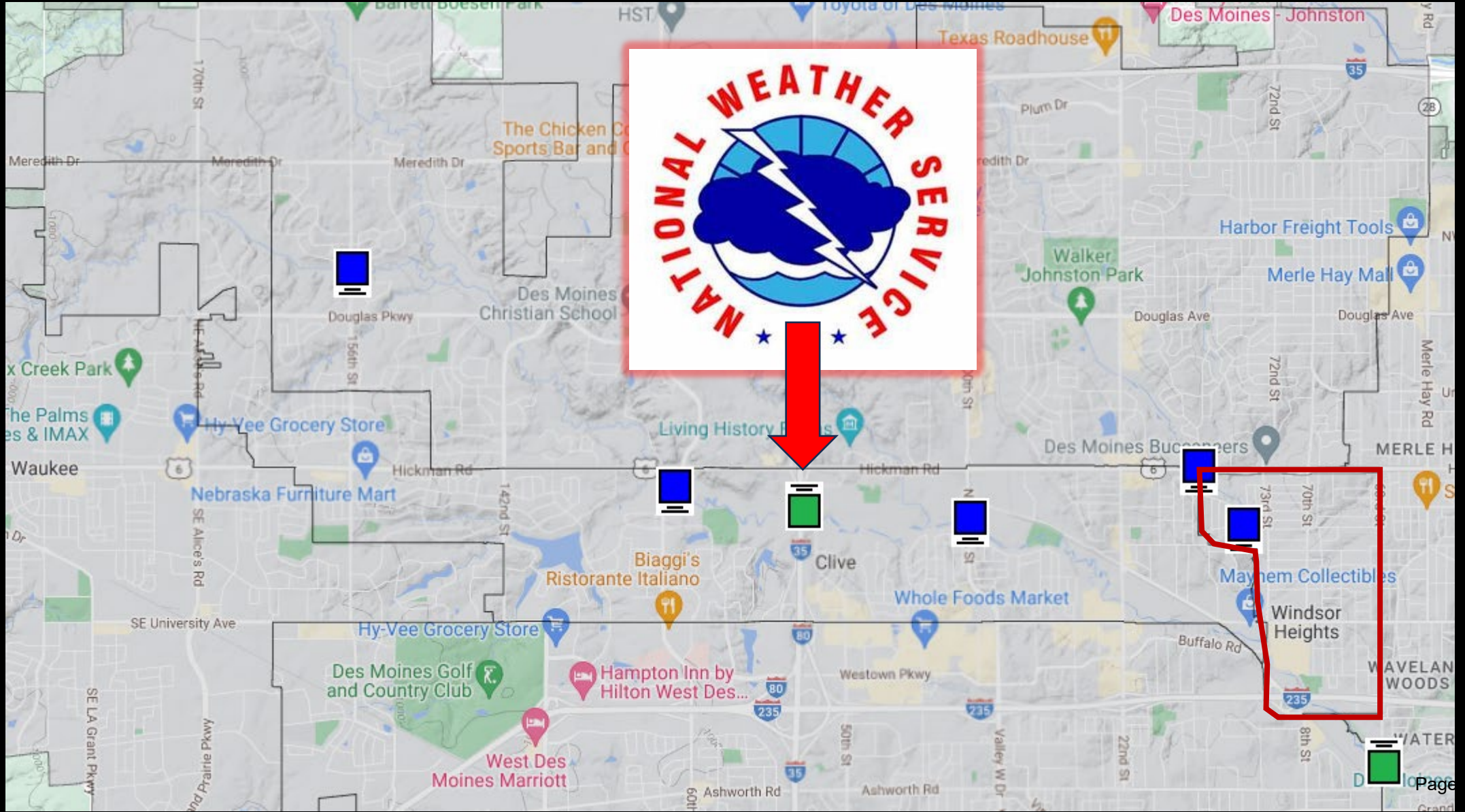
WINDSOR
HEIGHTS
the heart of it all

Where's the water coming from?

Walnut Creek Watershed Boundary (prior to convergence with North Walnut Creek)



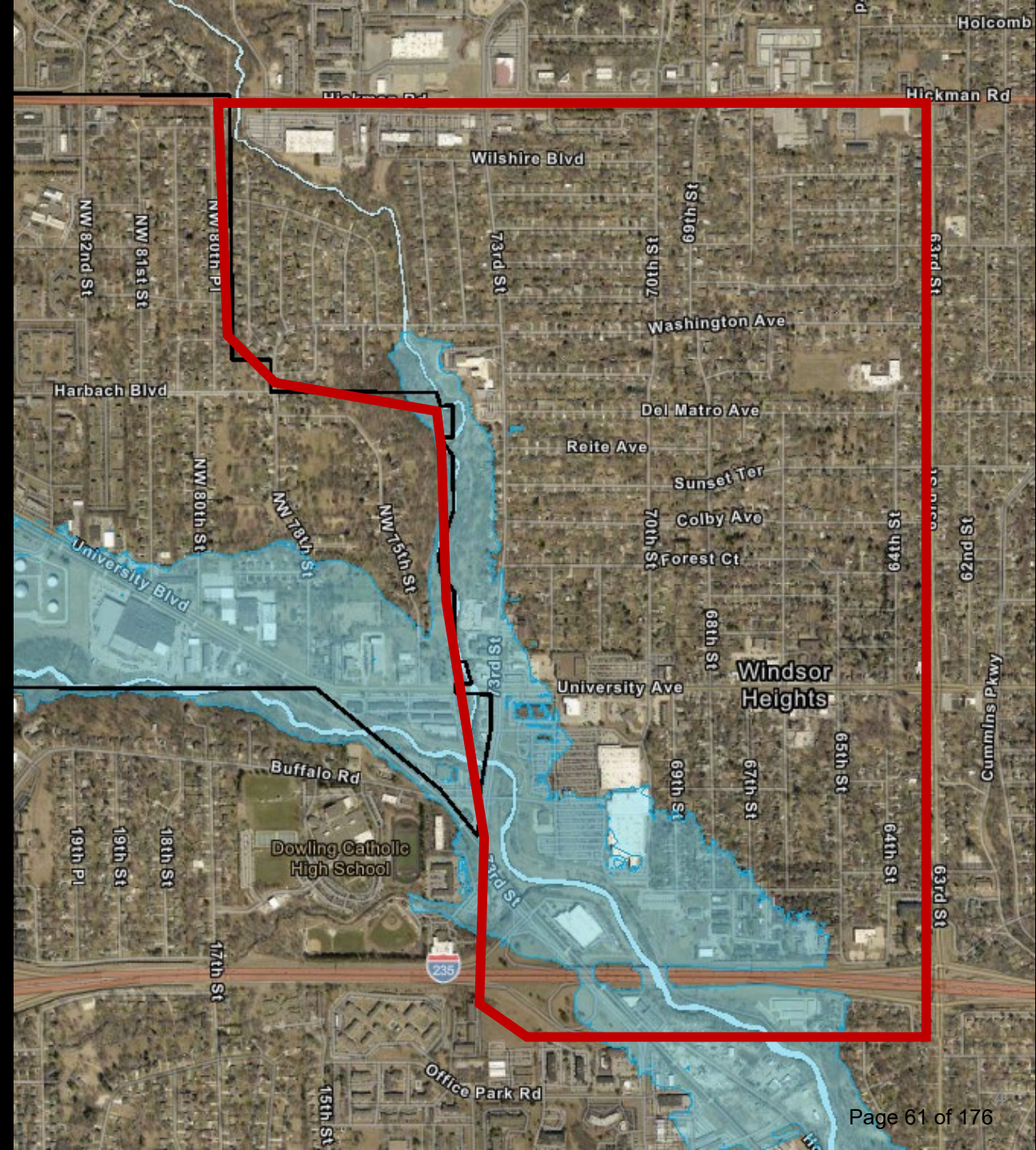
How high is the water going to get?



Where is the water going to go?

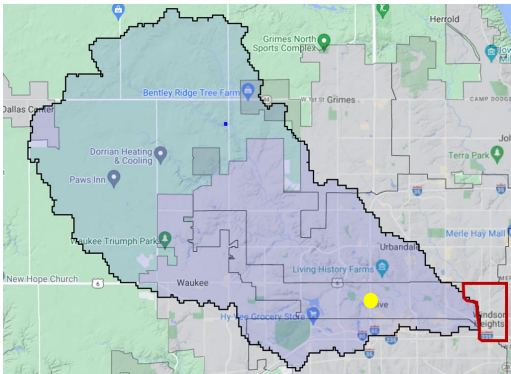
Inundation Mapping from

- City of Clive
- Iowa Flood Information Center



What are we going to do?

NWS makes prediction for
Walnut Creek @ 180



Windsor Heights
Leadership Team
Determines Flood
Response Level to
Implement

Flood Response Plan



Flood – Level 1

Flood – Level 2

Flood – Level 3

Windsor Heights Staff
Implement Designated
Flood Response Level
Actions

Three Primary Actions

Evacuation/Rescue/
Relocation

Road & Trail
Closures

Public
Information

Geographical Planning Areas

Area 8 – Marilyn Drive to Hickman Road

Area 7 – College Drive to Marilyn Drive

Area 6 – Reite Avenue to College Drive

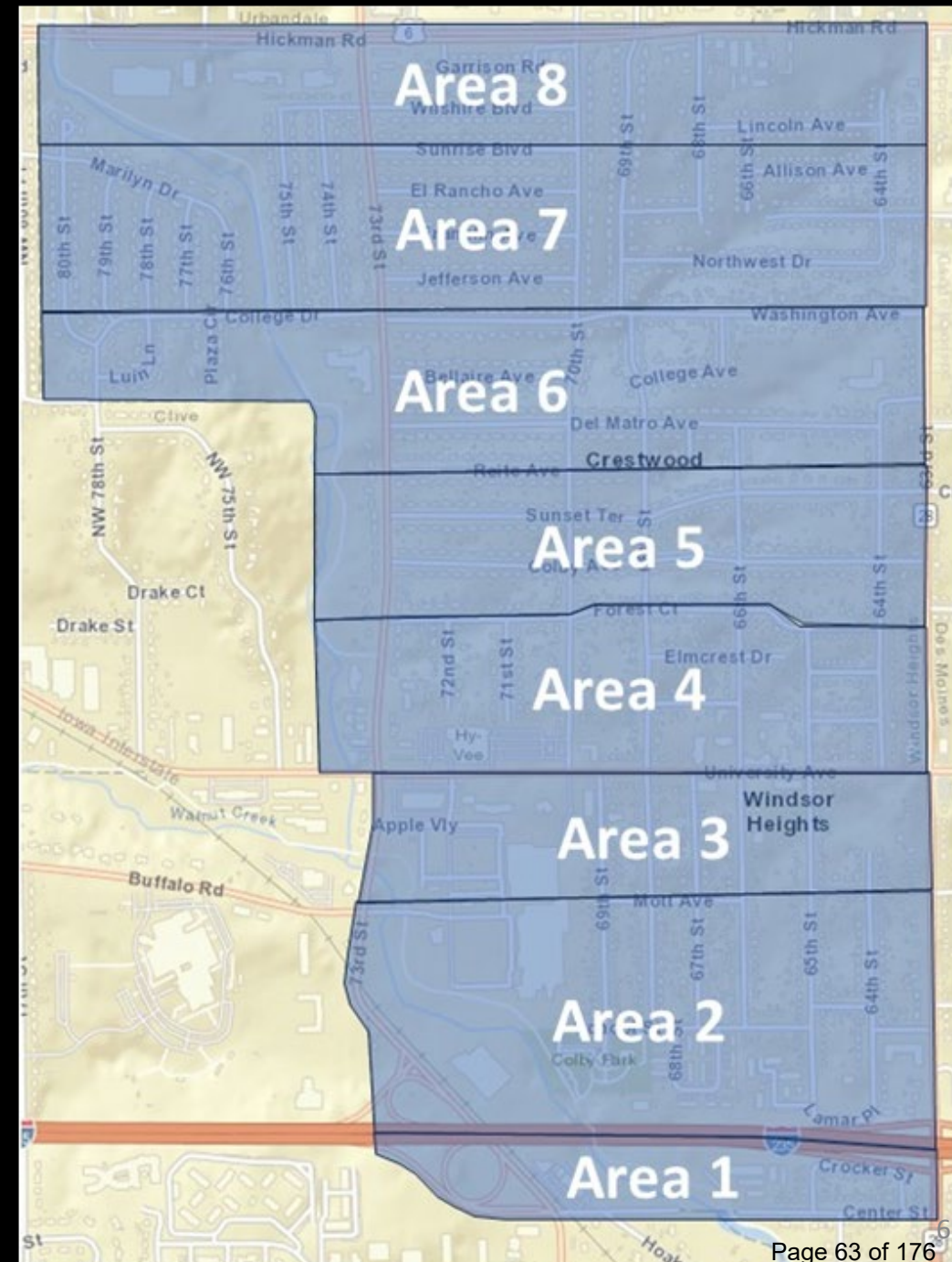
Area 5 – Forest Court to Reite Avenue

Area 4 – University Avenue to Forest Court

Area 3 – Mott Avenue to University Avenue

Area 2 – I235 to Mott Avenue

Area 1 – Center Street to I235



Inundation Mapping

Inundation Mapping

Area 1 – Center Street to I235

LEVEL 1

LEVEL 2

LEVEL 3

LEVEL 1

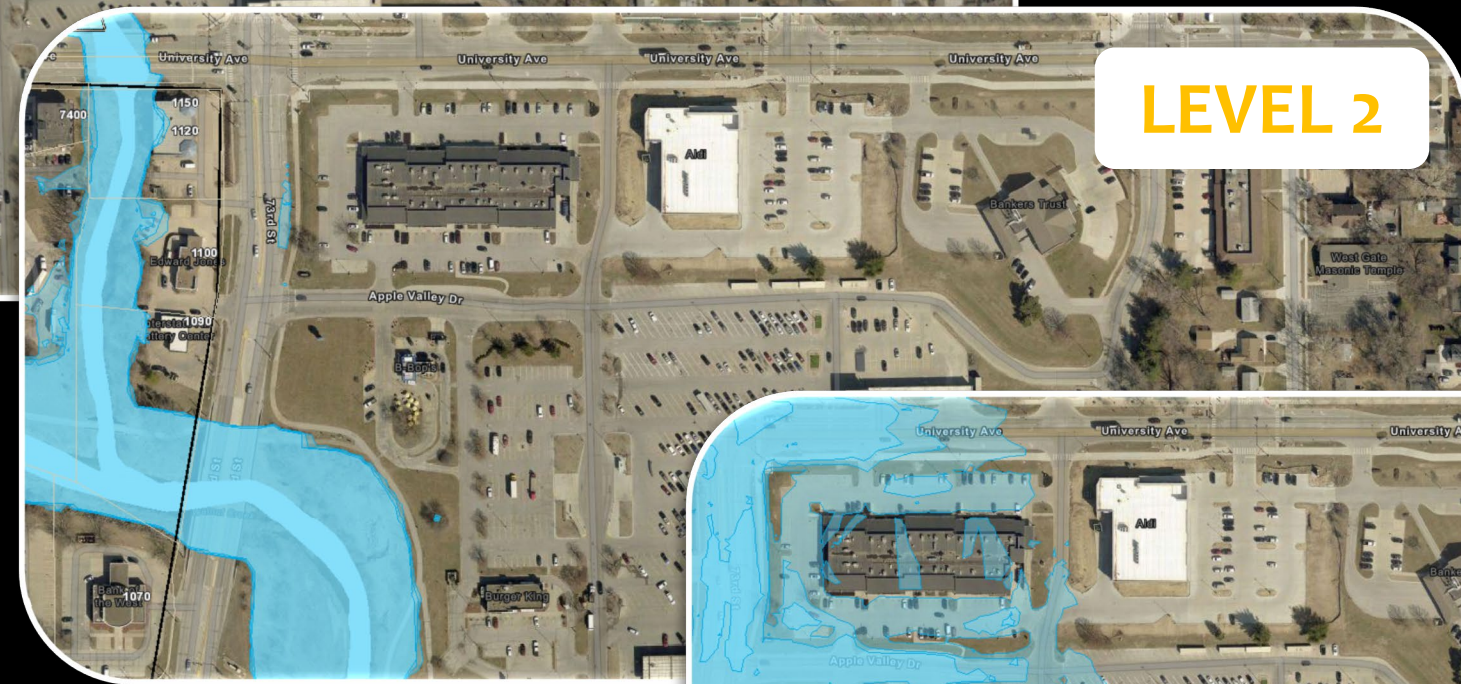
LEVEL 2

LEVEL 3

Inundation Mapping
Area 2 – I235 to Mott Avenue



Inundation Mapping Area 3 – Mott Avenue to University Avenue

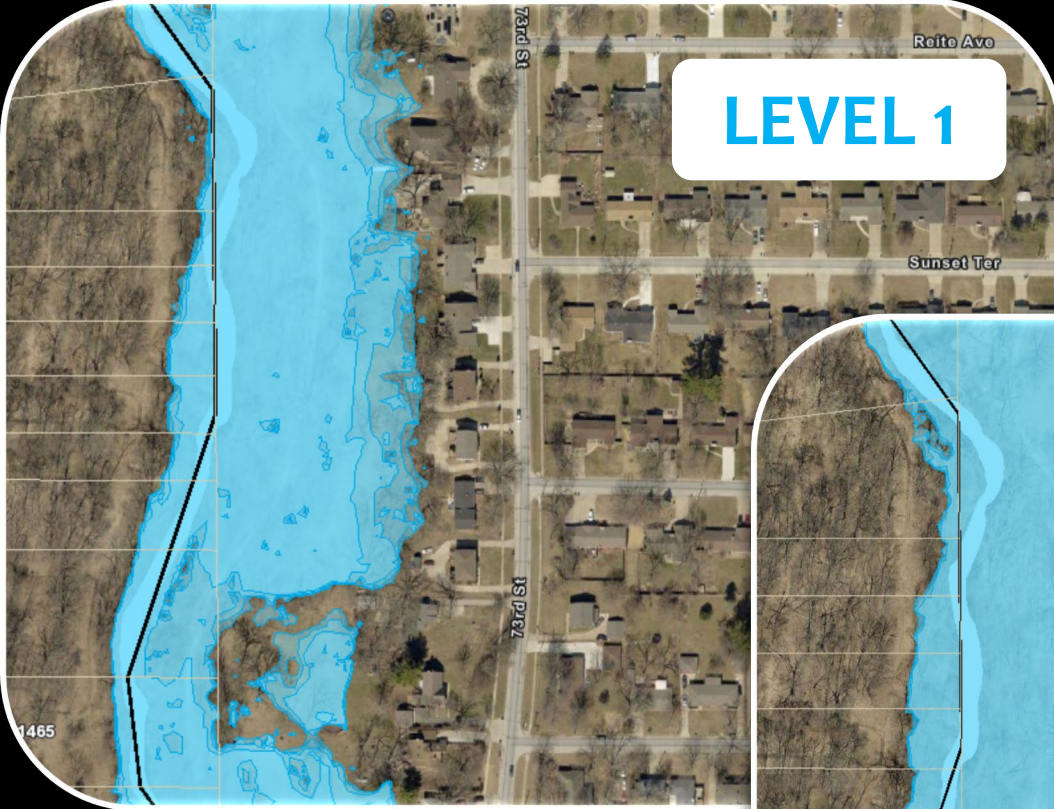


LEVEL 1

Inundation Mapping Area 4 – University Avenue to Forest Court

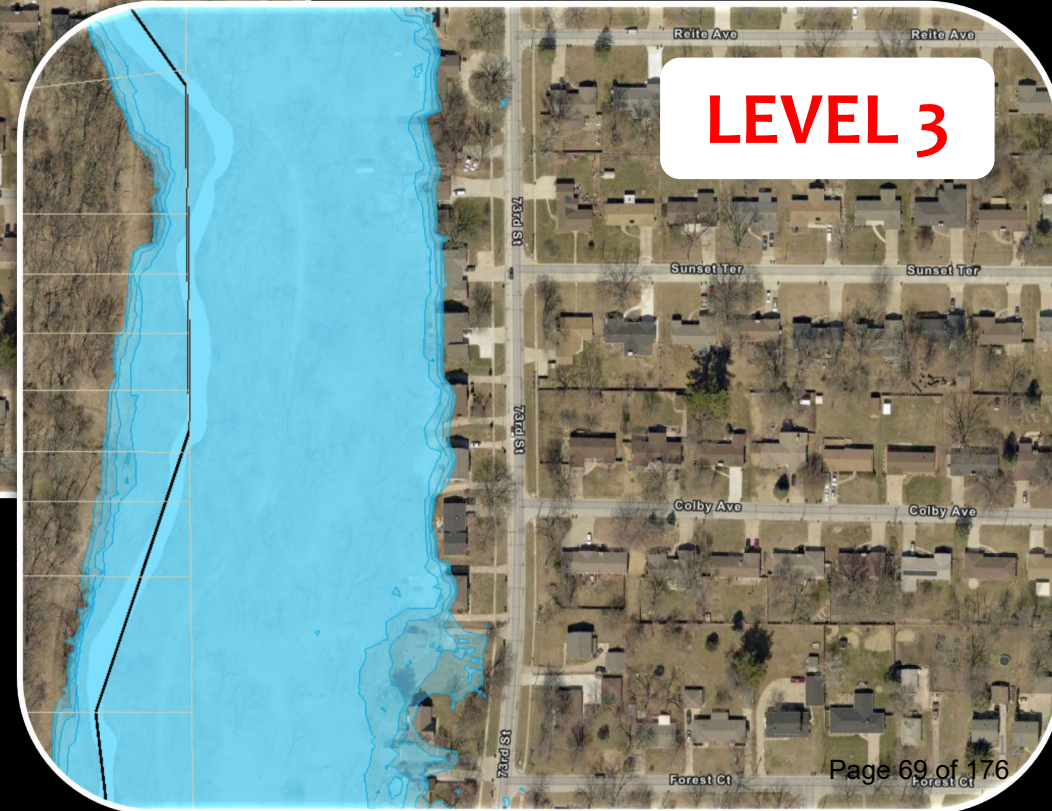
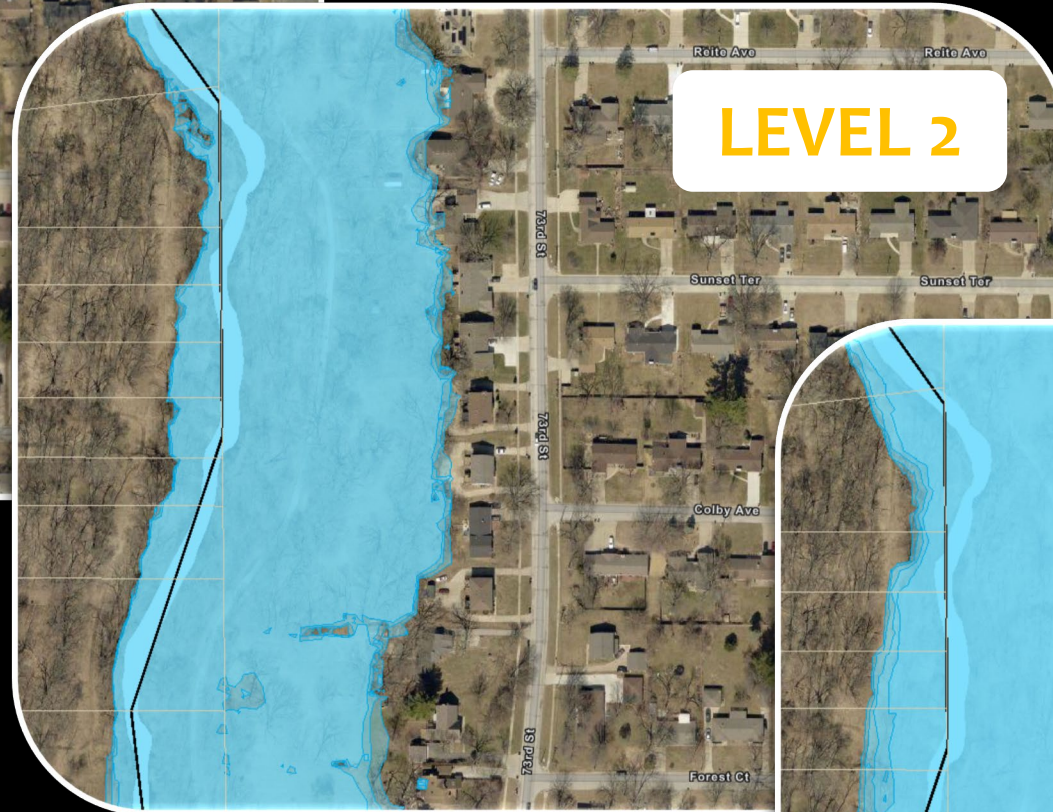
LEVEL 2

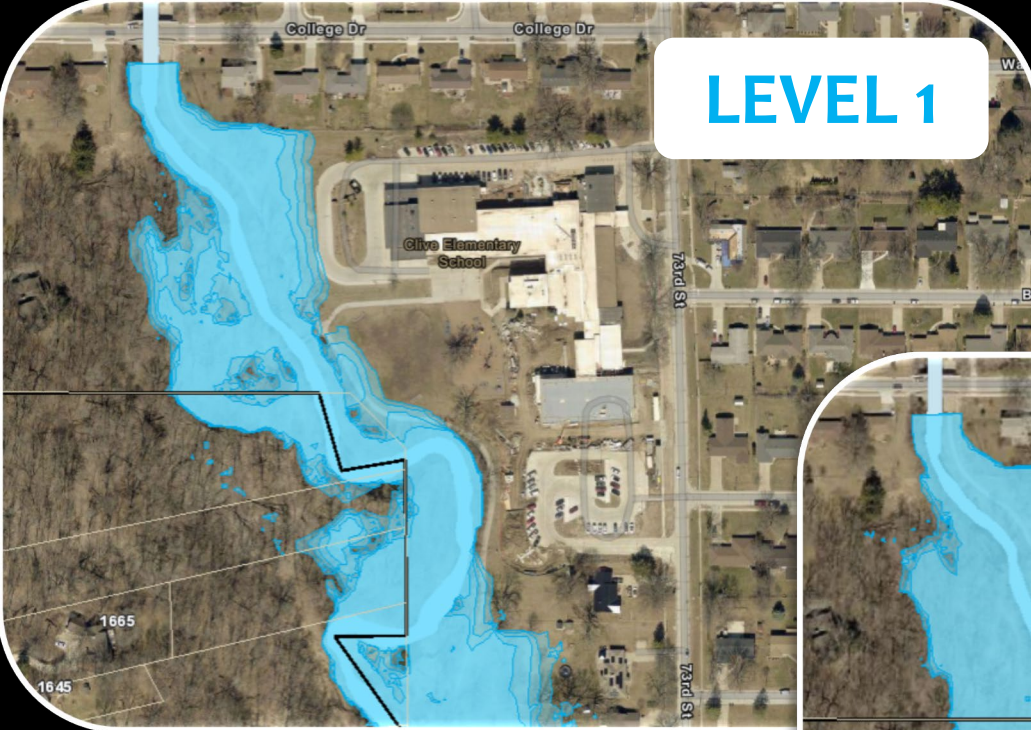
LEVEL 3



Inundation Mapping

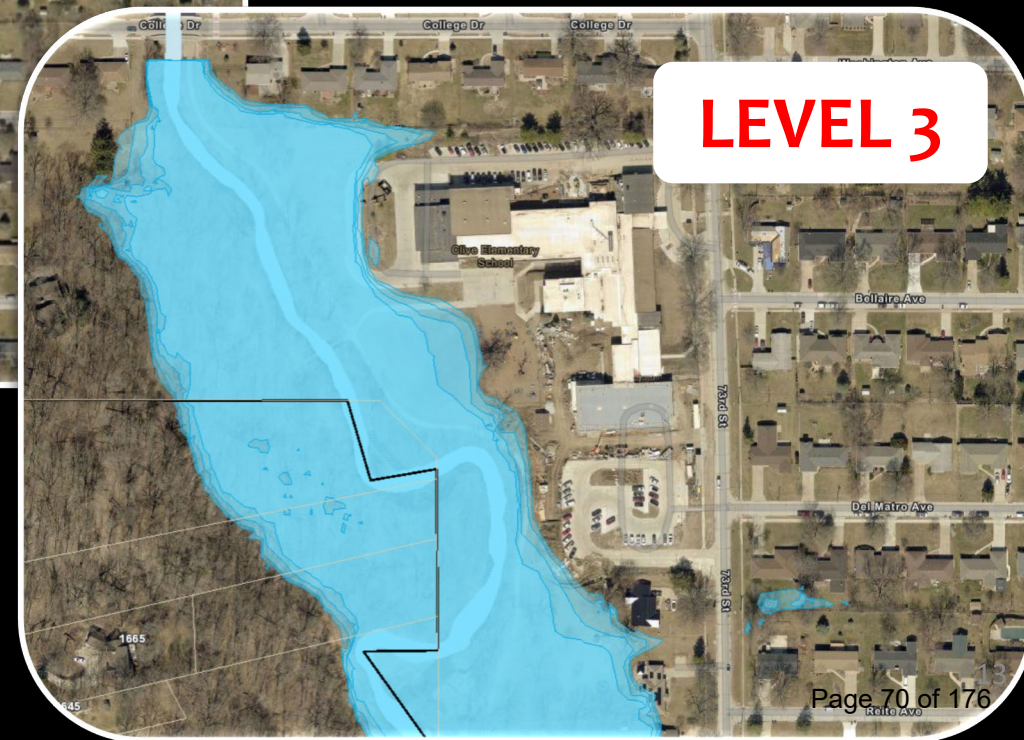
Area 5 – Forest Court to Reite Avenue





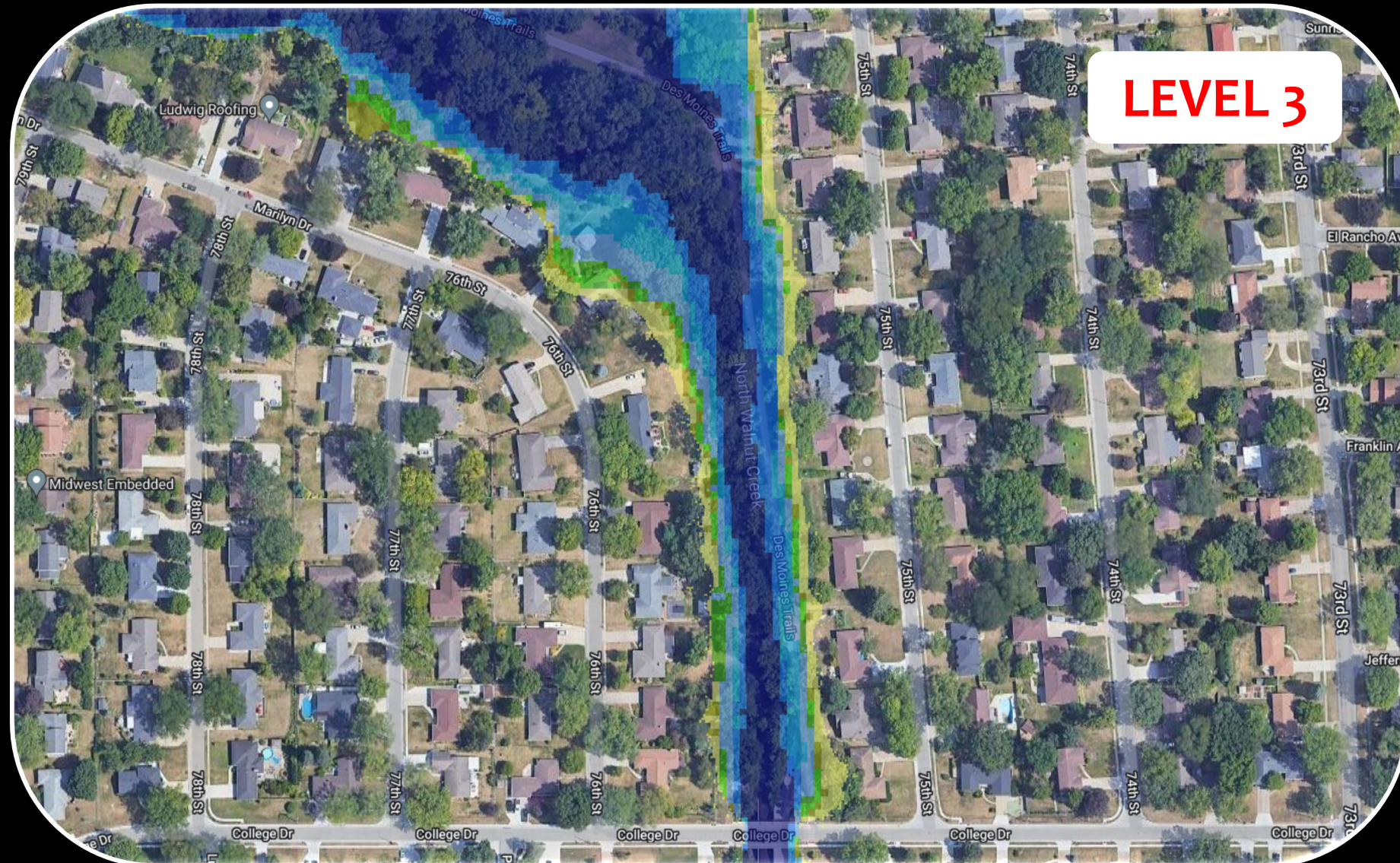
Inundation Mapping

Area 6 – Reite Avenue to College Drive



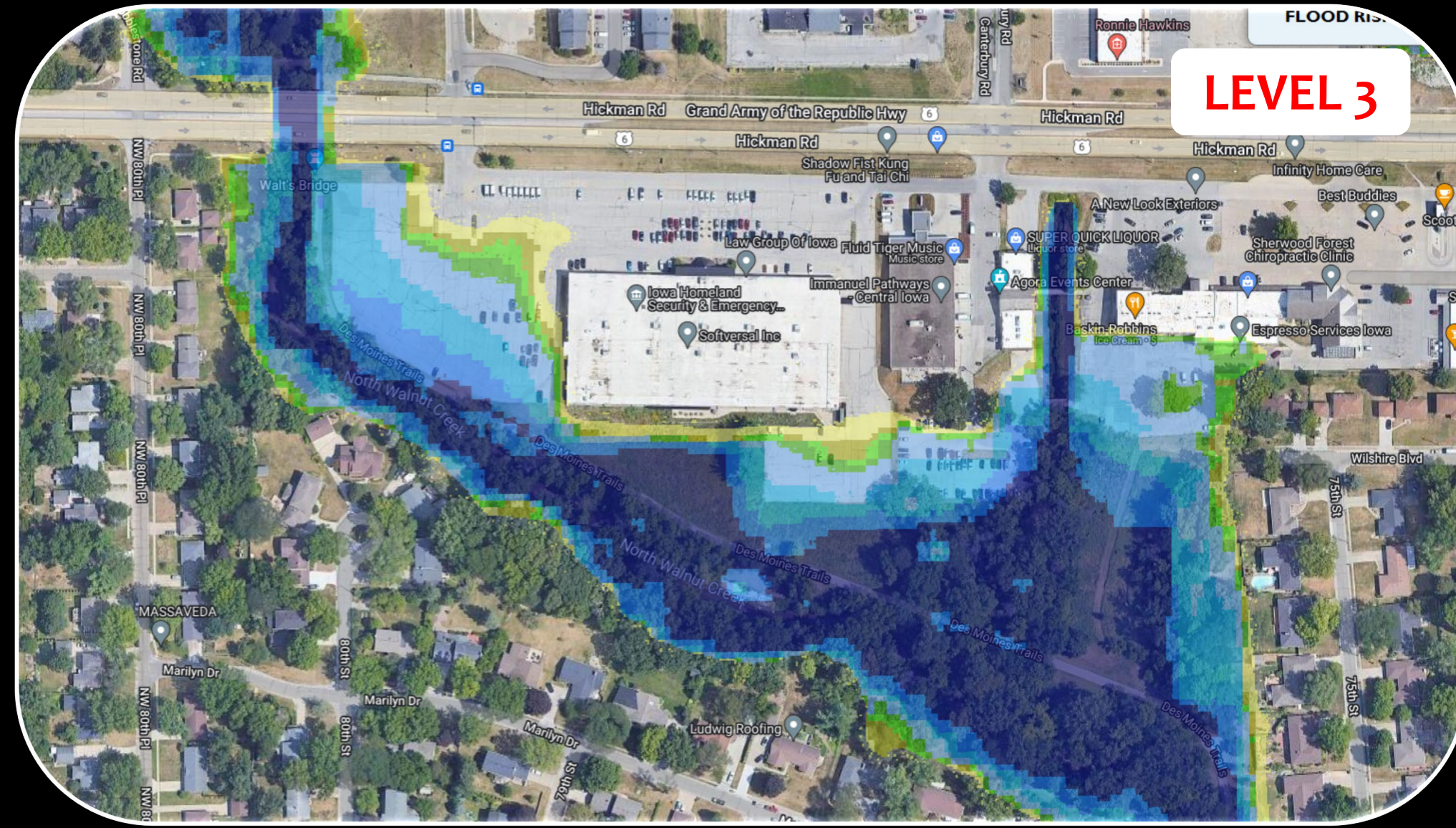
Inundation Mapping

Area 7 – College Drive to Marilyn Drive



Inundation Mapping

Area 8 – Marilyn Drive to Hickman Road



Inundation Visual – 100 Year Event (~Level 3)

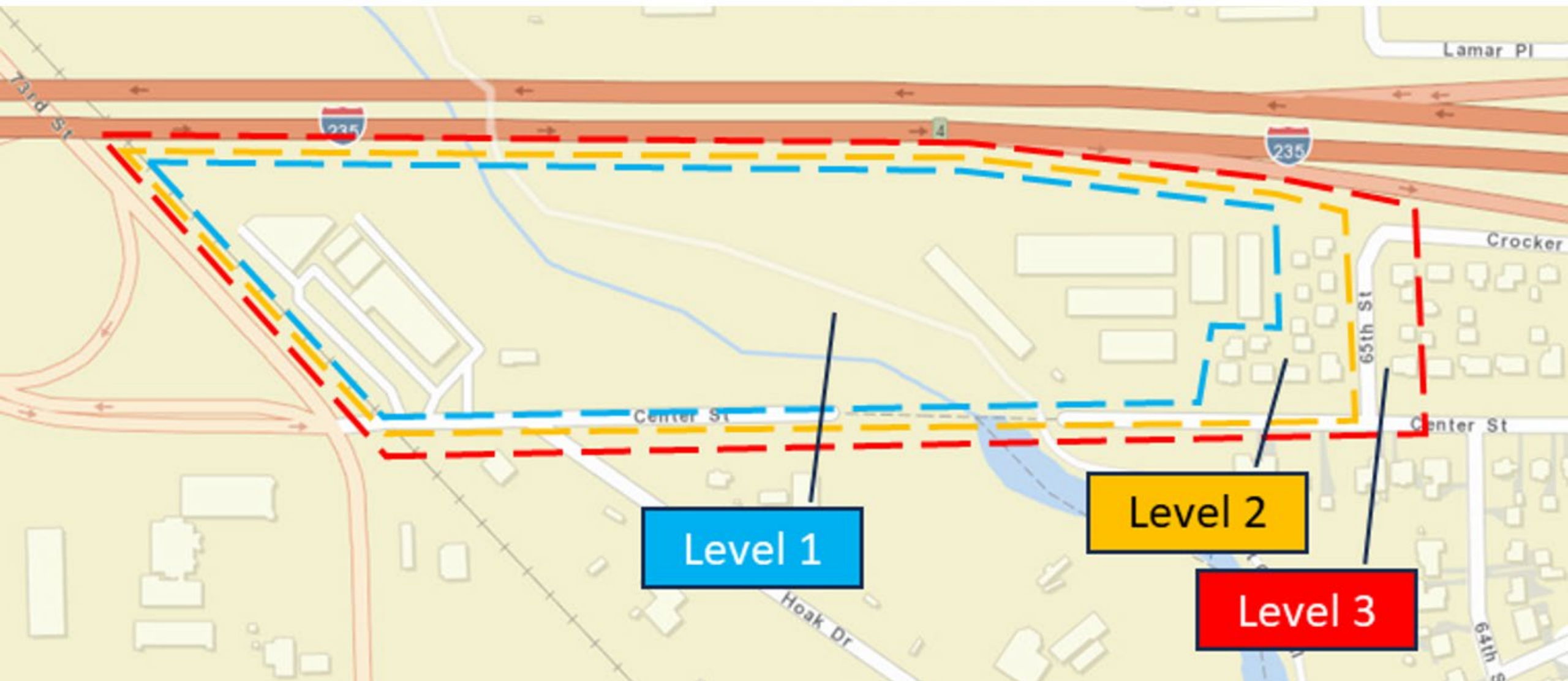
- Starbucks Coffee (73rd and Buffalo)



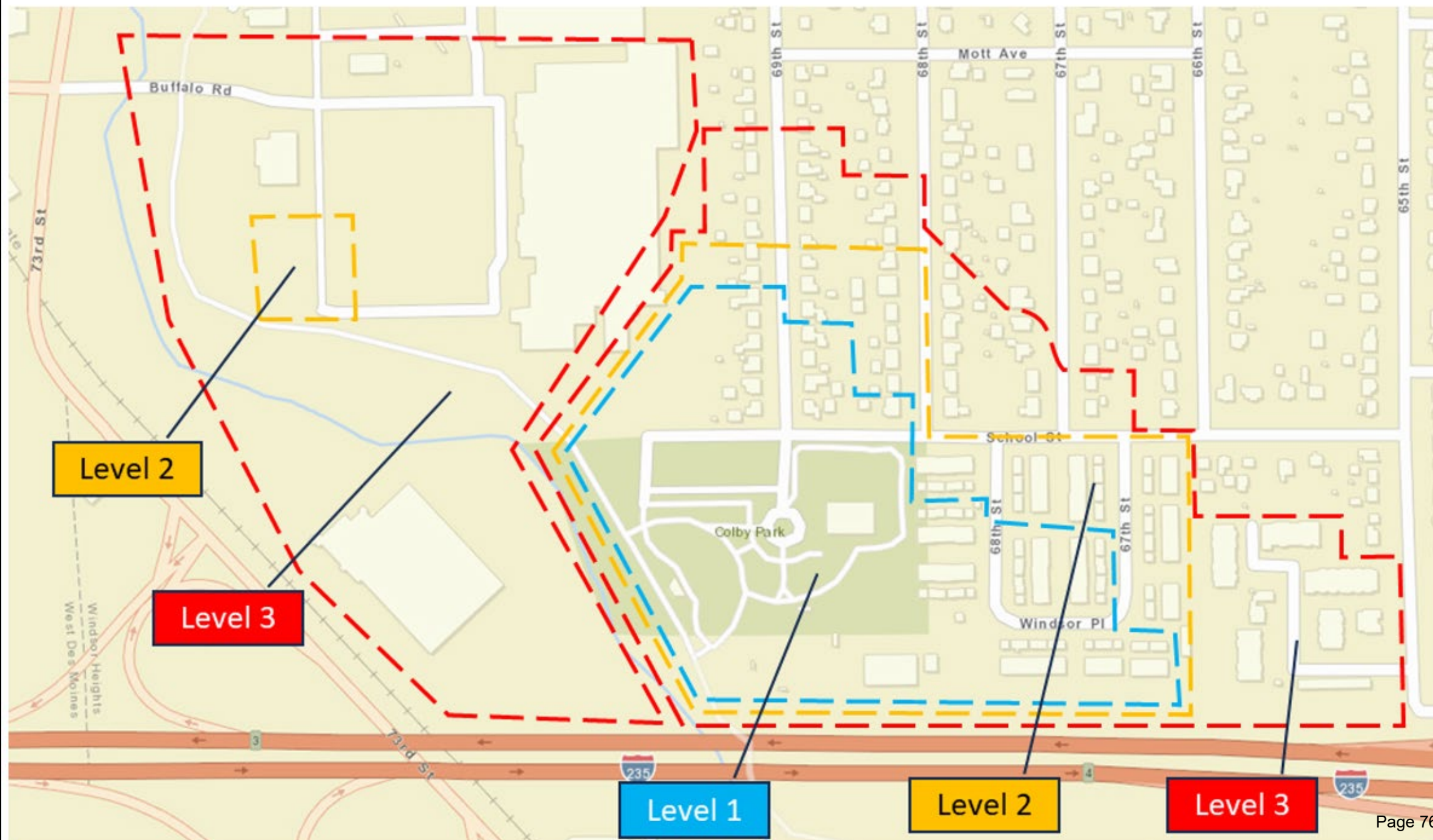
Evacuation
Rescue
Relocation

RESPONSIBILITY: FIRE & POLICE

11.1.1 Area 1 - Center Street to I235 - Evacuation Notifications



11.1.2 Area 2 - I235 to Mott Avenue - Evacuation Notifications



11.1.3 Area 3 - Mott Avenue to University - Evacuation Notifications



11.1.4 Area 4 - University to Forest Court - Evacuation Notifications



11.1.5 Area 5 - Forest Court to Reite Ave - Evacuation Notifications



11.1.6 Area 6 - Reite Ave to College Drive - Evacuation Notifications



11.1.7 Area 7 - College Drive to Marilyn Drive - Evacuation Notifications



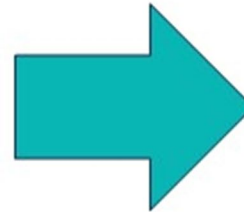
11.1.8 Area 8 - Marilyn Drive to Hickman Road - Evacuation Notifications



Evacuation Notification Script



Flooding Emergency



Walnut Creek is under a flood warning and is projected to flood. Your area will be impacted. You are advised to evacuate now or be prepared to evacuate quickly as flood waters rise. The most current flood information is available at the City of Windsor Heights website www.windsorheights.org.

Rescue

- Level 3 – Water rescue boat staged at Station 55 – Potential rescues

Water Rescue Teams/Boats			
Department	Boat Type(s)	Dispatch	Notes
Altoona Fire	Zodiak & Flat-Bottom	Polk County	Shared Trailer / Shared Motor
Ankeny Fire	Zodiac	Polk County	
Central Iowa Underwater Search & Rescue	Flat-Bottom	Polk County	
Clive Fire	Flat-Bottom	Westcom	
Des Moines Fire	Zodiak & Flat-Bottom	Des Moines	Combo Trailer
Indianola Fire	Zodiak	Warren County	
Iowa DNR	Flat-Bottom	Iowa DNR	Nate Anderson 238-4849 Austin Durnan 238-5006
Johnston-Grimes	Zodiak & Flat-Bottom	Polk County	Combo Trailer
Norwalk Fire	Zodiac	Westcom	
Pleasant Hill Fire	Zodiak & Flat-Bottom	Polk County	Separate Trailers
West Des Moines Fire	Zodiak & Flat-Bottom* *River/Deeper Water	Westcom	Separate Trailers

Relocation (Short-Term)



Road & Trail Closures

RESPONSIBILITY: PUBLIC WORKS & POLICE

Dangers of Water Over Roads



Road & Trail Closures: Area 1 - Center Street to I235



Road & Trail Closures: Area 2 - I235 to Mott Avenue



Road & Trail Closures: Area 3 - Mott Ave to University



Road & Trail Closures: Area 4 - University to Forest Court



Road & Trail Closures: Area 5 – Forest Ct to Reite Ave



Road & Trail Closures: Area 6 – Reite Ave to College Dr



Road & Trail Closures: Area 7 – College Dr to Marilyn Dr



Road & Trail Closures: Area 8 – Marilyn Dr to Hickman Rd



Public Information

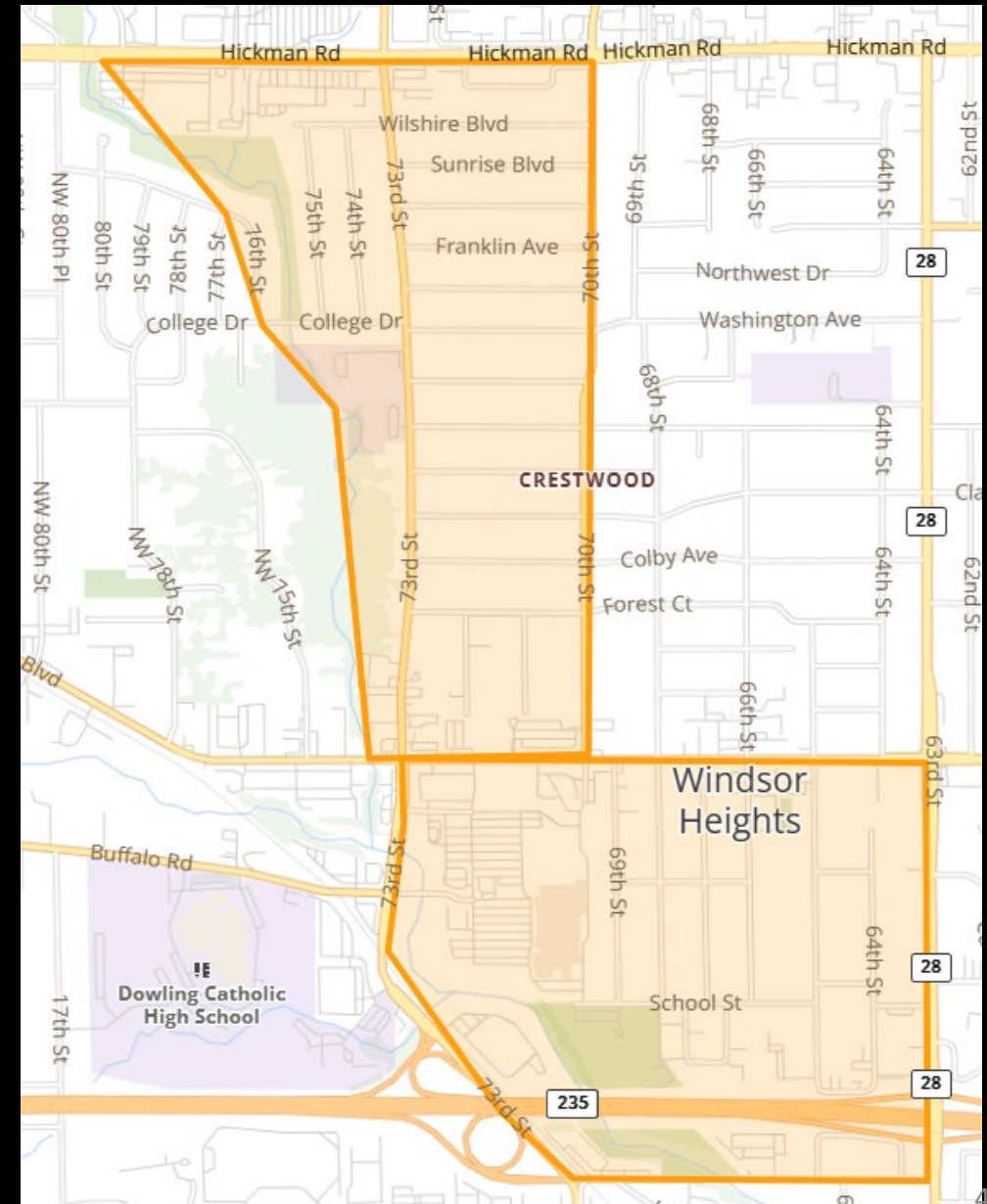
RESPONSIBILITY: CITY MANAGER

Public Information – Example from Level 2/Alert Iowa

URGENT - WH - This is important flood related information from the City of Windsor Heights regarding Walnut Creek. **The National Weather Service has issued a flash flood warning for Walnut Creek. Levels on Walnut Creek are predicted to reach between 13.1 feet and 13.9 feet. Flood stage is 9 feet. You are receiving this message because your home, business, or travel may be impacted by flooding.** Residents and businesses should monitor water levels and be prepared to evacuate quickly. Stay away from and stay out of flood waters. Call 9 1 1 if you are in a life threatening situation or cannot evacuate without assistance. For additional information go to the City of Windsor Heights's website www.windsorheights.org.

Text
Message
160 limit

URGENT-WH-Flash Flood Warning-Walnut Creek in Windsor Heights-Call 911 if in danger or unable to evacuate-www.cityofwindsorheights.org for additional info.



Impacted City Facilities

- **Public Works Building [Coordinated by Public Works Asst. Director]**
 - >12' – Relocate equipment, deploy Salt Shed flood gate barriers, shutoff electrical to park
 - >13' – Elevate susceptible equipment and secure utilities
- **Community Event Center [Coordinated by Deputy City Clerk]**
 - >10.9' – Cancel any CEC events
 - >13.5' – Secure utilities, flood protect doors
- **City Hall [Coordinated by City Clerk, with City Admin as backup]**
 - ≥Level 2 Event – City Hall will be closed, doors locked, sign posted that City operations have been centralized at the Public Safety Building

Windsor Heights Flood Operations Dashboard

Flood Incident

Date **Ctrl** + **;**

Time **Ctrl** + **Shift** + **;**

Time	Stage	Crest

Level	Date	Time



Status	Location	Time Closed	Time Opened
Open	Trails		
Open	Colby Park		

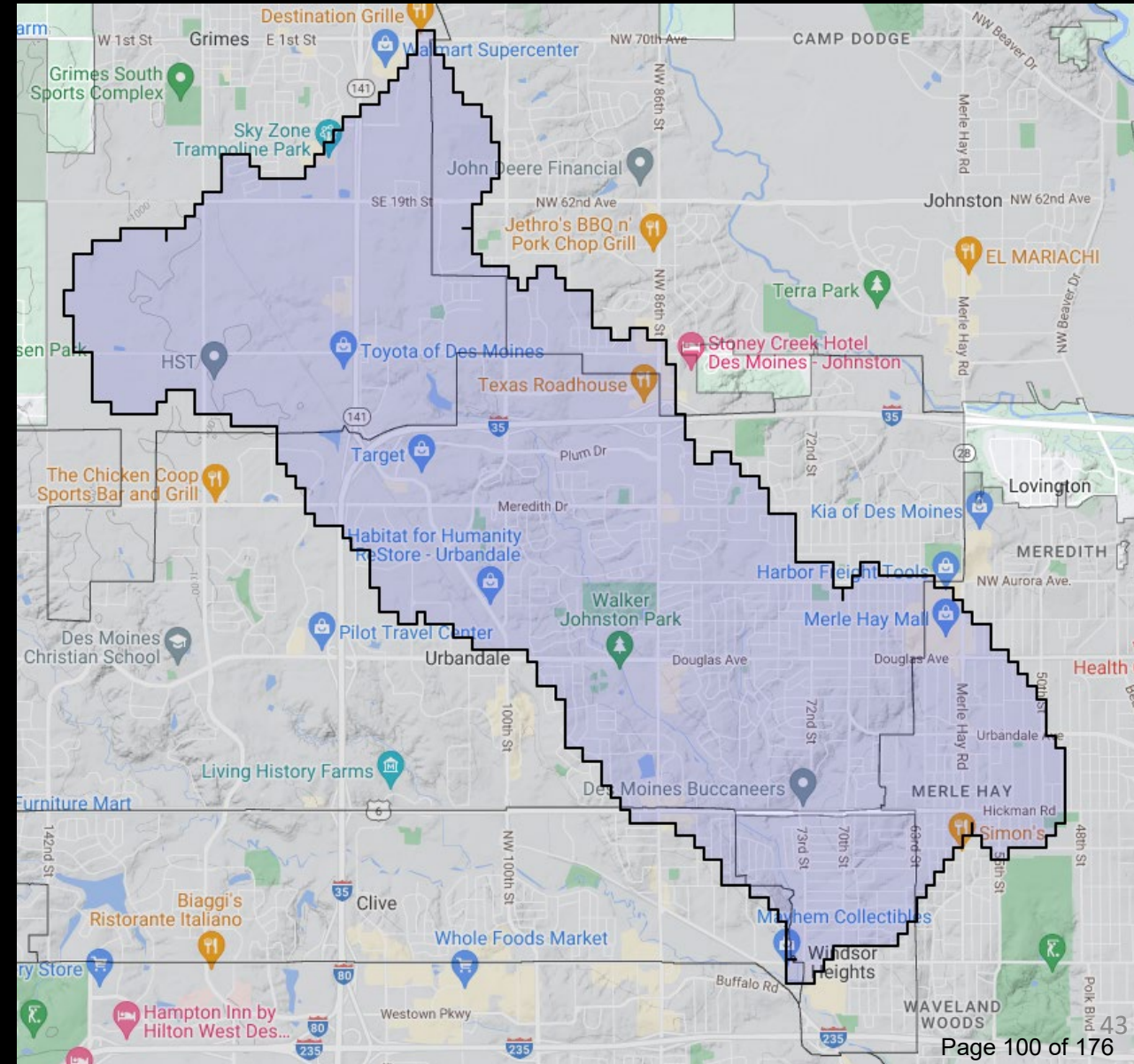
Status	Location	Time Closed	Time Opened
Open	School Street [Level 1]		
Open	69th Street [Level 1]		
Open	Mott Avenue [Level 1]		
Open	Center Street [Level 1]		
Open	73rd Street NB [Level 2]		
Open	68th Street [Level 2]		
Open	67th Street [Level 2]		
Open	73rd Street SB [Level 2]		
Open	University Avenue [Level 2]		
Open	I235 WB 73rd Street Off-Ramp [Level 2]		
Open	I235 EB 73rd Street Off-Ramp [Level 3]		
Open			
Open			
Open			

Status	Areas	Time Started	Time Completed
	Area 1 – Center Street to I235		
	Area 2 – I235 to Mott Avenue		
	Area 3 – Mott Avenue to University Avenue		
	Area 4 – University Avenue to Forest Court		
	Area 5 – Forest Court to Reite Avenue		
	Area 6 – Reite Avenue to College Drive		
	Area 7 – College Drive to Marilyn Drive		
	Area 8 – Marilyn Drive to Hickman Road		

[illegible][illegible][illegible][illegible]

What we don't know...

- Impacts from North Walnut Creek



Questions?

Flood Response Plan



WINDSOR
HEIGHTS
the heart of it all

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2 Introduction

The City of Windsor Heights Flood Response Plan was developed to help protect the community from the dangers of flash flooding. The success of a flood response plan relies on the decisions and actions taken to protect lives and property. Three primary action areas are utilized:

1. Evacuation/Rescue/Relocation
2. Road & Trail Closures
3. Public Information

A thorough and well-thought-out flood response plan is essential to these actions. This document focuses on flood response planning for the City of Windsor Heights.

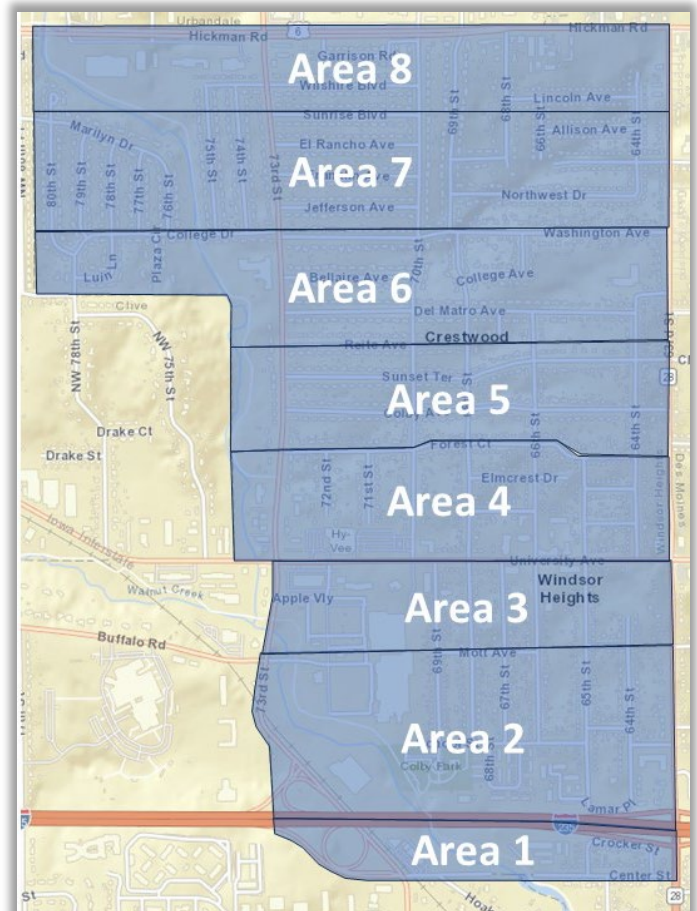
The objectives of this response plan include:

1. Assigning responsibility to individuals for actions that must be taken during a flood emergency and specifying times and places for those actions.
2. Setting forth lines of authority and describing how actions will be coordinated among different agencies or different jurisdictions.
3. Describe how people and property will be protected during a flood.
4. Identify the personnel, equipment, facilities, supplies, and other resources available for assigned duties.

A well-conceived, organized, up-to-date, and comprehensive flood response plan must be developed in advance and must be immediately available to staff.

Eight geographical planning areas are utilized:

- Area 8 – Marilyn Drive to Hickman Road
- Area 7 – College Drive to Marilyn Drive
- Area 6 – Reite Avenue to College Drive
- Area 5 – Forest Court to Reite Avenue
- Area 4 – University Avenue to Forest Court
- Area 3 – Mott Avenue to University Avenue
- Area 2 – I235 to Mott Avenue
- Area 1 – Center Street to I235



3 Annual Plan Updates

Annual Exercise - At least one exercise and evaluation of the Flood Response Plan will be conducted each year. The criterion can be deemed met if the city has experienced an actual flood or threat in the preceding twelve months.

The annual exercise will be documented with an agenda/scenario summary, attendance record, and after-action report.

Exercise Year	Date of Annual Exercise
2024	3/19/24
2025	3/4/25
2026	3/3/26
2027	
2028	

After-Action Report – The purpose is an annual evaluation of the plan's performance and recommended changes that may be needed, as identified in an after-action report. The City Administrator shall be responsible for ensuring that the various departments/partners complete any necessary changes.

Plan Update – The Fire Chief shall ensure that any necessary changes to the Flood Response Plan identified in the after-action report are completed.

Presentation to City Council – Following the annual exercise, the after-action report and draft plan updates will be presented to the City Council.

Council Approval of Plan Update – Following review of the annual plan updates, the City Council shall adopt the updated Flood Response Plan via Resolution.

Update Year	Date of Resolution Adoption
2024	April 15, 2024
2025	April 7, 2025
2026	March 16, 2026
2027	
2028	

4 Leadership & Departmental Phone List

	Name	Cell	Direct
Elected Officials			
Mayor	Mike Jones	515-238-5105	
Mayor Pro-Tem	Susan Skeries	515-250-2206	
Council Member	Lauren Campbell	515-418-0624	
Council Member	Threase Harms	515-975-5299	
Council Member	Joseph Jones	515-419-1151	
Council Member	Fletcher Barry	515-556-1417	
Staff			
City Administrator	Adam Plagge	515-343-7424	515-645-6808
City Attorney	Erin Clanton	515-240-9503	515-274-1450
City Clerk/ Communications	Adam Strait	515-419-5903	515-645-6810
Finance	Rachel Swisher (Director)	515-778-6290	515-645-6830
Fire	Jim Mease (Chief)	515-402-1162	515-402-1162
	A-Shift – Lt. Brian Jones	515-418-6618	
	B-Shift – Mark Muerner	515-991-6211	
	C-Shift – Jeff Price	929-666-3430	
Police	Pete Roth (Chief)	641-525-0152	515-645-6811
	Chad Norris (Patrol Lt.)	602-369-7556	515-645-6813
	Mike Irlbeck (Support Services Lt.)	515-321-9071	515-645-6814
Public Works	Andy Larson (Director)	515-314-1751	515-645-6825
	Jason Roberts (Supervisor)	515-564-9599	
Water (DMWW)	Kyle Danley	515-971-6488	515-283-8795
Sanitary Sewer	Adam Pasker	515-954-8811	
	Tim Stovie	515-331-6823	

Department	Facility	General	Fax
City Administration	City Administration Building	515-279-3662	515-279-3664
Public Works	Public Works Building	515-645-6825	
Finance	City Administration Building	515-279-3662	
EOC/City Council Chambers	Public Safety Building	515-645-6842	
Police	Public Safety Building	515-277-4453	
Fire	Public Safety Building	515-279-9450	515-279-7760
Westcom Dispatch	West Des Moines Station 19	515-222-3321	515-222-3331
Water	DMWW	515-283-8700	
Sewer	City of Urbandale	515-278-3950	

5 Incident Management System (IMS)

5.1 Radio Communications

Departments will operate on their normal talkgroups. Communications with the EOC are established through department representatives with radios at the EOC.

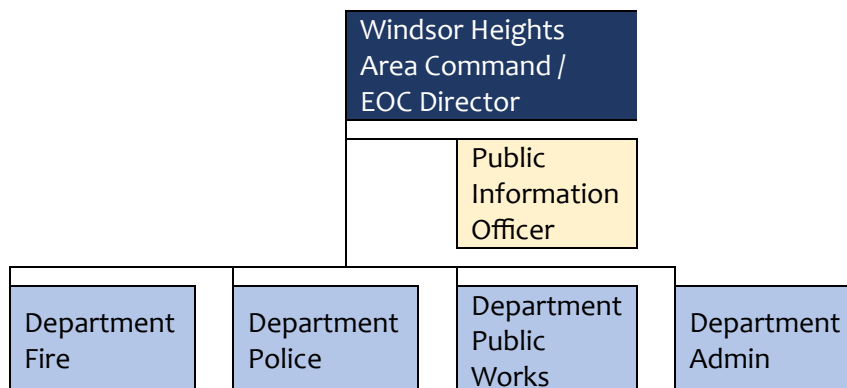
5.2 Emergency Operations Center (EOC)

The Windsor Heights City Council Chamber is designated as the EOC.

Desired minimum EOC staffing includes the City Administrator, Public Works Director, Police Chief, Fire Chief, and City Clerk (or their representatives).

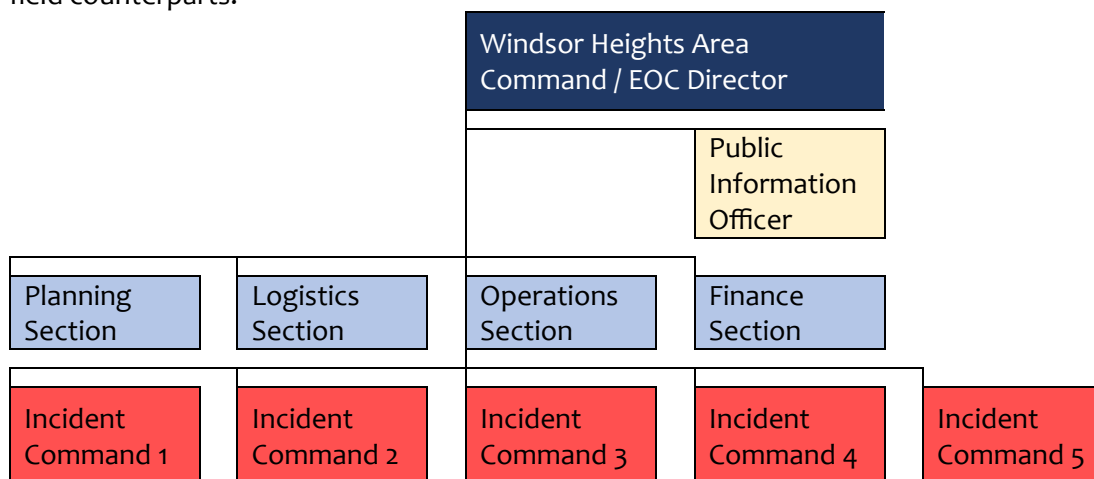
5.3 IMS Initial Flood Response – EOC Organized by Departmental Structure

Description: This EOC format utilizes day-to-day departmental structures and relationships. By operating in the context of everyday relationships, department representatives function in the EOC with minimal preparation or startup time. In this configuration, the City Administrator typically coordinates EOC efforts among departments.



5.4 IMS Modular Flood Response – EOC Organized by Incident Command System Structure

Description: This EOC format configures the EOC using the standard ICS organizational structure. The structure is familiar to many people and aligns with the on-scene incident organization. By operating in the context of modular expansion, the Windsor Heights Area Command/EOC can support various Incident Commands. Certain titles can be modified to create an ICS-like organization that distinguishes EOC functions from their field counterparts.



6 Role of Elected Officials

During a flood, elected officials have specific responsibilities to ensure the safety and well-being of their constituents. Some key responsibilities include:

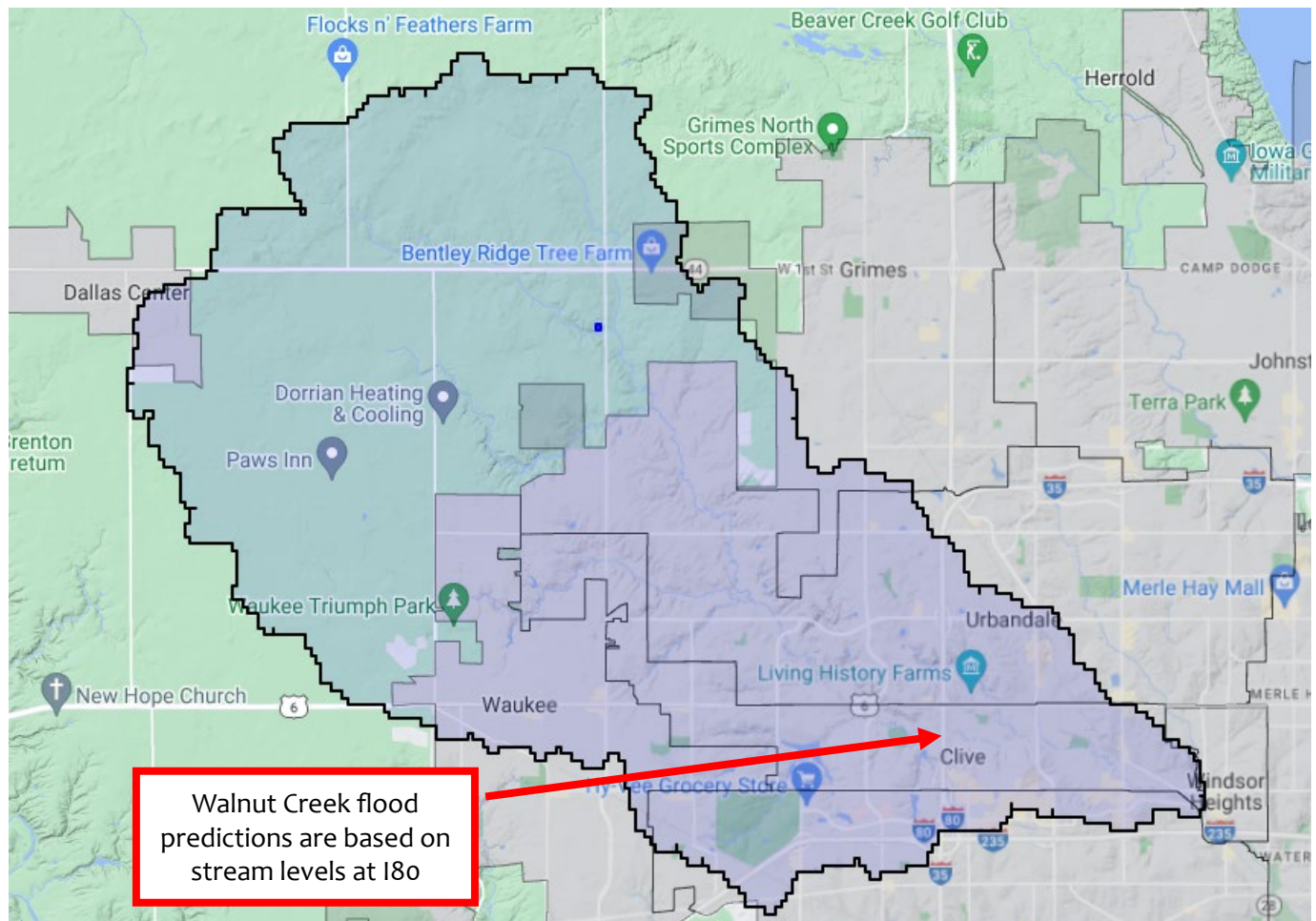
- **Emergency Declarations:** Elected officials may need to issue emergency declarations to empower local authorities and agencies to take swift action. This could involve imposing curfews, restricting movement, or allocating additional resources.
- **Relocation Transportation:** Elected officials are responsible for assisting with relocation transportation. This could include driving transportation vehicles and/or coordinating with Polk County Emergency Management Agency for DART resources.
- **Assistance with Emergency Operations Center Operations:** Elected Officials will assist with EOC needs, such as documenting various actions and/or fielding inquiries from the public.
- **Community Engagement:** Elected officials play a key role in engaging with the community before, during, and after emergencies. They must foster a sense of community resilience, encourage preparedness, and address residents' concerns and feedback.
 - Engagement after a flooding event can have several significant benefits. Keeping citizens informed about recovery efforts, safety protocols, and available resources helps ensure everyone is aware of what to do and where to get help. Engaging with businesses fosters a sense of community and resilience, showing that the city is committed to supporting its residents and local economy. Showing empathy towards citizens' needs can build trust and strengthen the relationship between the local government and the community.
- **Resource Allocation:** Effective resource allocation is essential. Elected officials must coordinate with emergency services to ensure sufficient personnel, equipment, and supplies are available to respond to the flood. This may include deploying rescue teams, providing emergency shelters, and distributing essential items.
- **Coordination with Agencies:** Collaboration with various agencies such as Polk County Emergency Management, Polk County Public Health, and the Metro Waste Authority is vital. Elected officials must coordinate efforts to ensure a unified and effective response to the flood. This may also include having an elected official serve as the City of Windsor Heights representative at the Polk County Emergency Operations Center.
- **Assistance for Affected Communities:** Providing support to communities affected by the flood is essential. Elected officials must ensure that affected residents have access to emergency services, temporary housing, medical care, and other necessary assistance.
- **Advocacy for State and Federal Assistance:** In severe flood situations, elected officials may need to advocate for state and federal assistance. This involves engaging with higher levels of government to secure additional resources and funding to support the local response and recovery efforts.
- **Post-Flood Recovery:** After the floodwaters recede, elected officials play a crucial role in the recovery process. This includes assessing damages, coordinating rebuilding efforts, and ensuring the community receives the necessary support to recover and rebuild.
- **Evaluation and Improvement:** After the emergency, elected officials are responsible for evaluating the response efforts to identify strengths and weaknesses. This evaluation helps in refining and improving the emergency operations plan for future incidents.

7 Situation Monitoring

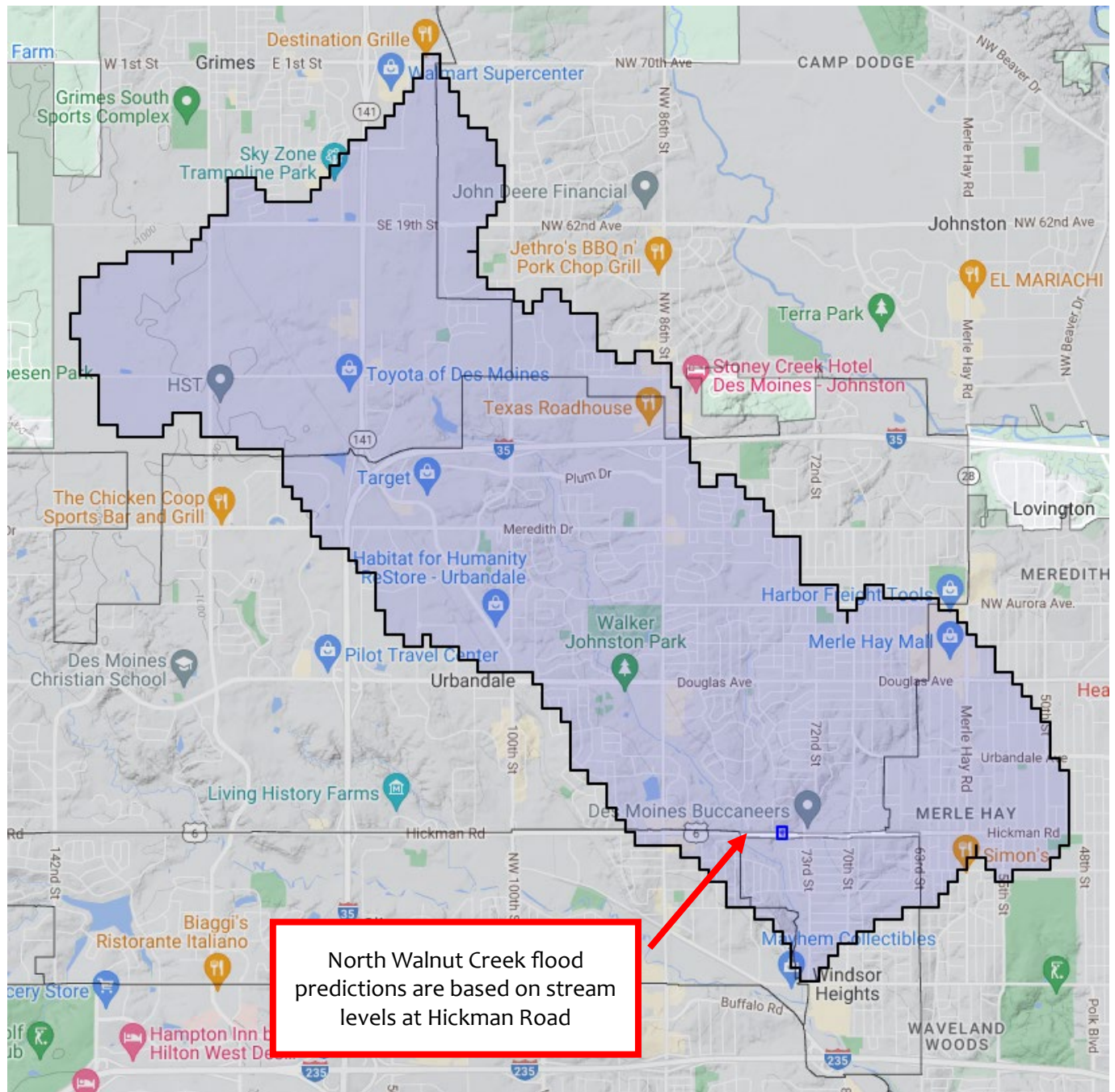
Monitoring of potential flooding situations is coordinated by:

- FLASH Reports from Polk County Emergency Management
- Monitoring briefings, alerts, and communications from the National Weather Service
- Iowa Flood Information System (IFIS)
 - URL: <https://ifis.iowafloodcenter.org/ifis/>
 - Select LAUNCH IFIS
 - Select DATA RESOURCES icon 
 - Select Stream Gauges and Rain Gauges
 - Select WEATHER CONDITIONS icon 
 - Select Rainfall data, as desired
- Contrail/Des Moines Metro ALERT Flood Monitoring System
 - Provides rainfall and stream-level data
 - Restricted access to select staff – URL: <https://contrail.dm.gov.org/>
- NOAA/NWS National Water Prediction Service
 - Provides stream-level data
 - Public access – URL: <https://water.noaa.gov/>

Walnut Creek Watershed Boundary (prior to convergence with North Walnut Creek)



North Walnut Creek Watershed Boundary (prior to convergence with Walnut Creek)



8 Stream Elevation Levels

8.1 Walnut Creek Elevation Levels at I-80

ID	Discharge (cfs) at I-80	Surface Water Elevation Feet Above Sea Level at I-80	Surface Water Elevation Stream Gauge in Feet at I-80	Probability
4T	4,000	860.9	10.8	
5T	5,000	861.5	11.4	
6T	6,000	862.1	12.1	
	6,430	862.3	12.3	1:10 years, (10%)
7T	7,000	862.6	12.6	
8T	8,000	863.1	13.1	
9T	9,000	863.5	13.5	
	9,039	863.6	13.6	1:25 years, (4%)
10T	10,000	863.9	13.9	
12T	12,000	864.6	14.6	1:50 years (2%)
15T	15,000	865.5	15.5	1:100 years (1%)
20T	20,000	866.7	16.9	
	23,760	867.5	17.5	1:500 years (0.2%)
24T	24,000	867.6	18.1	

8.2 North Walnut Creek at Hickman Road

ID	24-Hour Precipitation Indicator	Surface Water Elevation Feet Above Sea Level at Hickman	Surface Water Elevation Stream Gauge in Feet at Hickman	Probability
10%	4.27"	842.95'	9.85'	1:10 years, (10%)
4%	5.15"	843.94'	10.84'	1:25 years, (4%)
2%	5.87"	844.71'	11.61'	1:50 years (2%)
1%	6.61"	845.48'	12.38'	1:100 years (1%)
0.2%	8.06"	846.92'	13.82'	1:500 years (0.2%)

9 Response Levels

9.1 Walnut Creek Response Levels

Response levels are based on National Weather Service (NWS) water crest predictions for Walnut Creek at I80 (Clive). A Flash Flood Warning is issued for Walnut Creek at 9'.

The Pre-Warning Level will be implemented during times of significant rainfall and/or water levels reaching 5' and rising at I80.

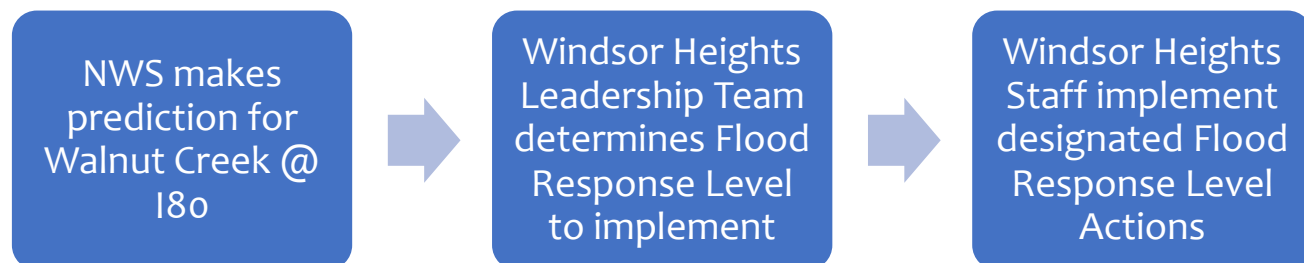
Flood Response Levels 1 through 3 will be implemented based on the NWS crest prediction at I-80.

Walnut Creek flood predictions
are based on stream levels at

I-80

Response Level	NWS I80 Crest Prediction	Inundation Map Levels	Flood Chance Levels
Pre-Warning	>5'		
Flood – Level 1	10.9' thru 12.6'	4T-5T-6T-7T	1:10 _{yr} / 10% chance @ 6T
Flood – Level 2	13.1' thru 13.9'	8T-9T-10T	1:25 _{yr} / 4% chance @ 9T
Flood – Level 3	14.6' thru 18.1'	12T-15T-20T-24T	1:50 _{yr} / 2% chance @ 12T 1:100 _{yr} / 1% chance @ 15T 1:500 _{yr} / 0.2% chance @ 24T

Flood Response Plan Implementation Sequence:



Flood Response Plan Implementation Sequence EXAMPLE:



9.2 North Walnut Creek Response Level

Flash flooding from North Walnut Creek is highly dynamic, and the impacts downstream after Walnut Creek's convergence are not fully understood. Due to the rapid rise and unpredictability of North Walnut Creek, flood response plans will be initiated at Flood – Level 3 when North Walnut Creek is at 9' and rising, as assessed at Hickman Road.

North Walnut Creek flood predictions
are based on stream levels at

Hickman Road

Response Level	North Walnut Creek @ Hickman Road Stream Gauge
Flood – Level 3	9' and rising

Flood Response Plan Implementation Sequence:



10 City Facilities

Before city facilities flood, it's crucial to take preventive measures to minimize damage and ensure the safety of those inside. Actions to consider for specific facilities include:

10.1 Public Works Building [Coordinated by Public Works Director]

Location: 6800 School Street

For any Walnut Creek >12' (6T) predicted event at I80, or

For any North Walnut Creek >9' and rising event at Hickman Road:

- Immediately call in staff and relocate PW equipment to City Hall and Public Safety or another prescribed location. This action should be done early, given other essential flood response duties will quickly arise for Public Works staff.
- Deploy Salt Shed Flood Gate Barrier System
- Shutoff main disconnect at electrical panel (feed for pavilion, food truck plaza, and park)

For any Walnut Creek >13' (8T) predicted event at I80, or

For any North Walnut Creek >9' and rising event at Hickman Road:

- Elevate and unplug items susceptible to damage.
- Turn off electrical power at the main electrical panel in the mezzanine (SW corner of the building, 2nd floor, interior).
- Turn off natural gas at the meter, located near the SE corner of the building (exterior).
- Turn off water at the main valve, located under the stairs to the West mezzanine (interior).

10.2 Community Event Center [Coordinated by Deputy City Clerk]

Location: 6900 School Street

Note: Facility elevation of 827.3', below the 100-year elevation of 828.9'

For any Walnut Creek >10.9' (4T) predicted event at I80, or

For any North Walnut Creek >9' and rising event at Hickman Road:

- Cancel any scheduled CEC events

For any Walnut Creek >13.5' (9T) predicted event at I80, or

For any North Walnut Creek >9' and rising event at Hickman Road:

- Turn off electrical power at the main electrical panel in the Mechanical Room (NE corner of building – interior).
- Turn off natural gas at the meter, located near the NE corner of the building (exterior).
- Turn off water at the main valve, located in the Utility Room, directly East of the Kitchen (interior).
- Install flood protection over doorways. Options include:
 - Sandbags

10.3 City Hall [Coordinated by City Clerk, with City Admin as backup]

Location: 1145 66th Street, Suite 1

For any Level 2 predicted event:

- City Hall will be closed.
- Doors will be locked, and a sign will be posted to make it known that City operations are centralized at the Public Safety Building.

11 Evacuations – [Responsibility: Fire & Police]

This section identifies areas requiring evacuation notifications, preparation for search and rescue efforts, and provisions for short-term relocation centers. Some individuals at risk may be unaware of the flood hazard (particularly shut-ins or the elderly), and others may choose to ignore flood warnings. Because of these realities, plans to evacuate, rescue, and/or relocate have been developed, as outlined in this section.

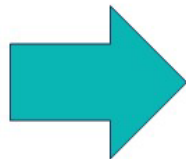
11.1 Evacuation Notifications

Staff will make every effort to conduct door-to-door courtesy evacuation notifications. These notifications are intended to bring attention to possible flooding and encourage those in evacuation areas to evacuate or be prepared to evacuate quickly.

This job aid can be distributed to staff in print or via cell phone to share with those receiving evacuation notifications. It provides the message script and a visual depiction of scanning a QR code to assist those speaking non-English languages. (Many web browsers offer built-in language translation features to help users translate content on web pages.) The QR code takes the user to the City of Windsor Heights webpage.



Flooding Emergency

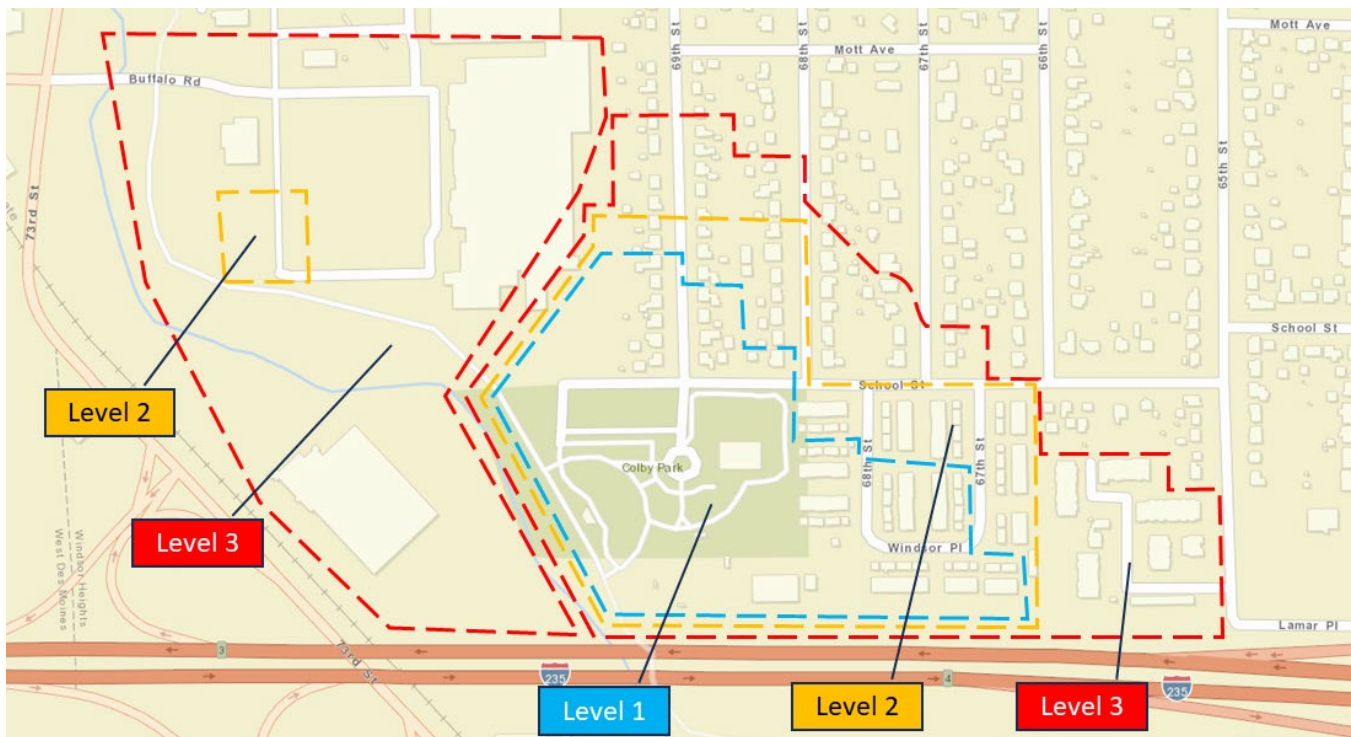


Windsor Heights is under a flood warning and is projected to flood. Your area will be impacted. You are advised to evacuate now or be prepared to evacuate quickly as flood waters rise. The most current flood information is available at the City of Windsor Heights website www.windsorheights.org.

11.1.1 Area 1 - Center Street to I235 - Evacuation Notifications



11.1.2 Area 2 - I235 to Mott Avenue - Evacuation Notifications



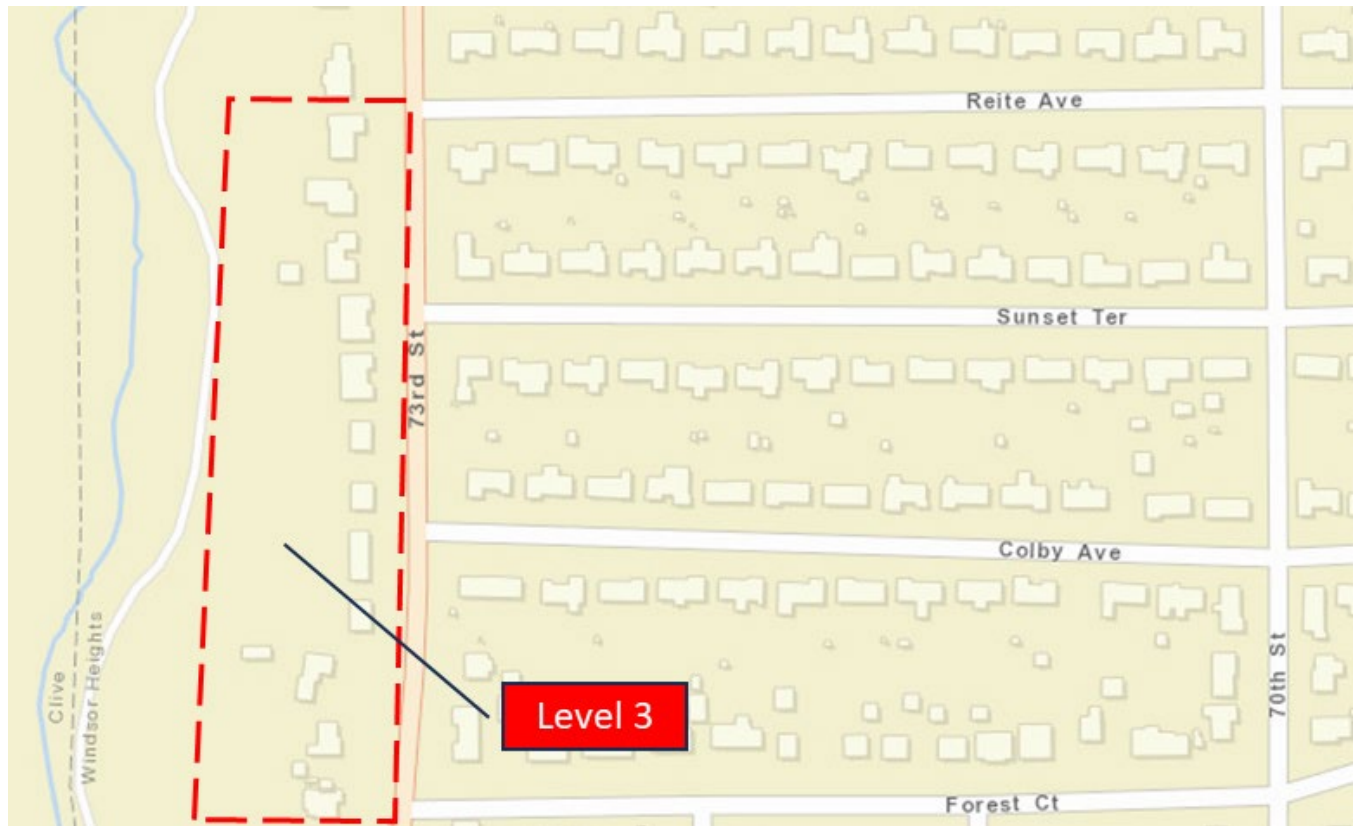
11.1.3 Area 3 - Mott Avenue to University - Evacuation Notifications



11.1.4 Area 4 - University to Forest Court - Evacuation Notifications



11.1.5 Area 5 - Forest Court to Reite Ave - Evacuation Notifications



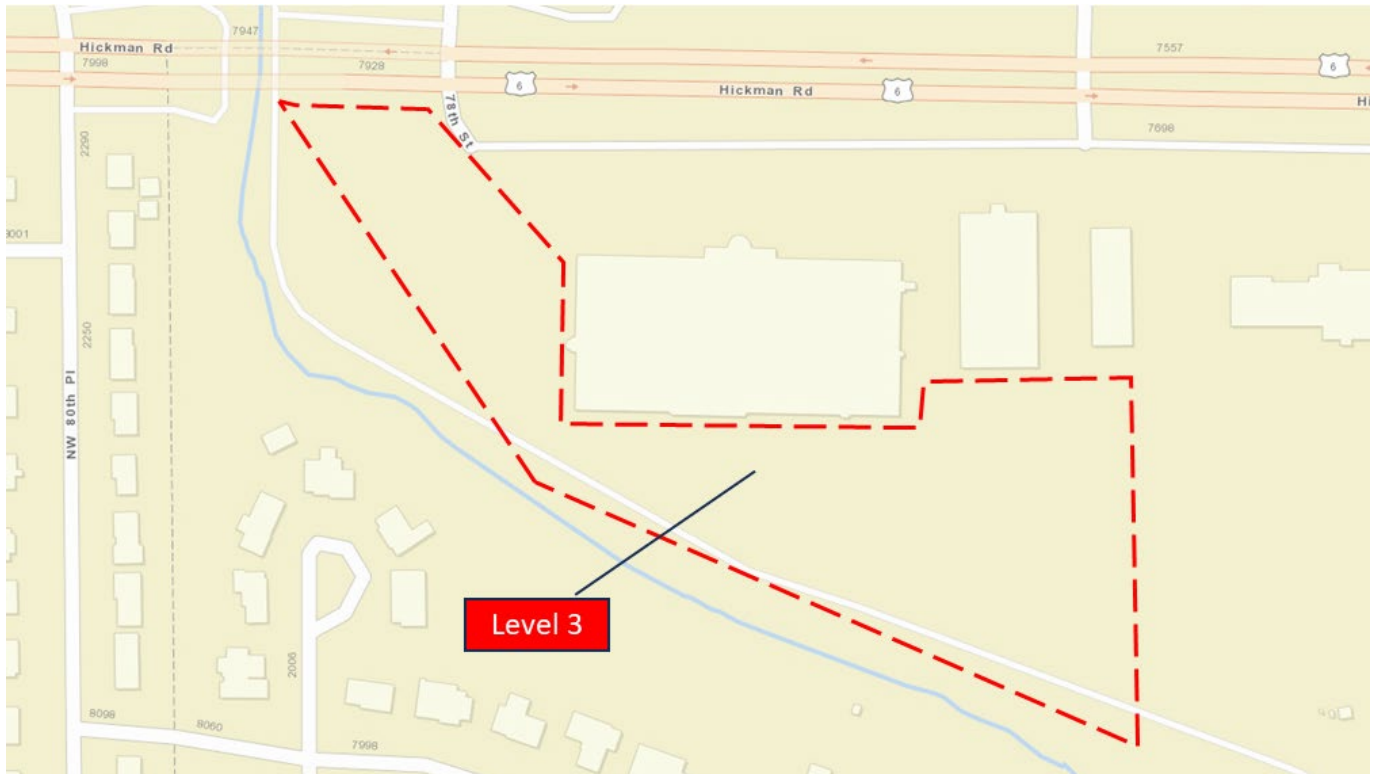
11.1.6 Area 6 - Reite Ave to College Drive - Evacuation Notifications



11.1.7 Area 7 - College Drive to Marilyn Drive - Evacuation Notifications



11.1.8 Area 8 - Marilyn Drive to Hickman Road - Evacuation Notifications



11.1.9 Electrical Power for Inundated Areas

Mid-American Energy requests notification of any areas with flooded structures or imminent flooding. Call 800-275-5743 (this is a Public Safety Only Number, not for public use).

12 Search & Rescue – [Responsibility: Fire]

During the following levels, a water rescue boat team will be staged at Station 55 for potential rescues:

- Level 3

If the water rescue team is not familiar with Windsor Heights geography and/or direct radio communications cannot be established, a Windsor Heights Fire Department liaison should be assigned to the team.

Water Rescue Teams/Boats			
Department	Boat Type(s)	Dispatch	Notes
Altoona Fire	Zodiak & Flat-Bottom	Polk County	Shared Trailer / Shared Motor
Ankeny Fire	Zodiac	Polk County	
Central Iowa Underwater Search & Rescue	Flat-Bottom	Polk County	
Clive Fire	Flat-Bottom	Westcom	
Des Moines Fire	Zodiak & Flat-Bottom	Des Moines	Combo Trailer
Indianola Fire	Zodiac	Warren County	
Iowa DNR	Flat-Bottom	Iowa DNR	Nate Anderson 238-4849 Austin Durnan 238-5006
Johnston-Grimes	Zodiak & Flat-Bottom	Polk County	Combo Trailer
Norwalk Fire	Zodiac	Westcom	
Pleasant Hill Fire	Zodiak & Flat-Bottom	Polk County	Separate Trailers
West Des Moines Fire	Zodiak & Flat-Bottom* *River/Deeper Water	Westcom	Separate Trailers

13 Short-Term Relocation

The initial goal when evacuating people is to protect them from hazards caused by flooding. Citizens unable to secure a safe place away from flooding hazards may require an Evacuation Center for short-term relocation or an Emergency Sheltering for longer term needs.

Type	Purpose	Location	Contact
Evacuation Center	The initial action is to bring or direct evacuees to an Evacuation Center, which is a safe location that provides temporary shelter. Use for initial, short-term protection from the elements. Restrooms and drinking water are provided. Food and sleeping arrangements are not provided.	Giovannetti Shelter, Walker Johnston Park, 9000 Douglas Avenue, Urbandale	Urbandale Fire Department On-Duty Battalion Chief at 515-744-8709 or an Urbandale Fire Department Chief Officer
Emergency Sheltering	If extended evacuation sheltering is needed, the secondary action is to request access to an Emergency Shelter arrangement through Polk County Emergency Management. The Emergency Shelter could be a variety of solutions, depending on the overall number of people (both from Windsor Heights flooding and regional flooding) needing sheltering. Sheltering involves a longer timeframe that includes the need to accommodate sleeping and food arrangements.	TBD by Polk County Emergency Management based on event circumstances	Polk County Emergency Management Duty Officer at 515-286-2107 during normal business hours or through Polk County Dispatch at 515-286-3333.

Relocation transportation can be provided by:

- Windsor Heights Staff - If time and resources allow without jeopardizing mission-critical flood response plan actions.
- DART – Requests for transportation assistance through DART are coordinated through Polk County Emergency Management (515-286-2107).

14 Road & Trail Closures – [Responsibility: Public Works]

Trail Closures

- Occur during the Pre-Warning Level.

Trail Closure Plan

- Monitoring: Staff shall monitor trails and weather conditions for the need for actual closure
- Closure: Deployment of barricades/signs upon actual or probable flood waters encroaching on trails

Road Closures

- Occur during Warning Levels 1 - 3.

Road Closure Plan

- Preparation: Pre-positioning of barricades/signs located at points of planned deployment in advance of actual closure
- Monitoring: Staff shall monitor roads for the need of actual closure
- Closure: Deployment of barricades/signs upon actual flood waters encroaching on roadways and reporting the actual closure to the Windsor Heights EOC
 - Staffing of road closures is desired if staffing allows
 - Priorities for staffing road closures are indicated as HIGH or LOW in the planning maps
- Re-Opening: Removal of barricades/signs and reporting the re-opening to the EOC

Street Name	LEVEL 1				LEVEL 2			LEVEL 3			
	10yr/10% Chance				25yr/4% Chance			50yr/2% Chance	100yr/1% Chance	500yr/.02% Chance	
	4T	5T	6T	7T	8T	9T	10T	12T	15T	20k	24T
School Street			W of 68th St	→	→	W of 67th St	W of 66th St	→	→	→	→
69th Street			S of Mott Ave	→	→	→	→	→	→	→	→
Mott Avenue			S on 69th St	→	→	South on 68th St	South on 67th St	→	→	→	→
Intersection - 70th/Washington			Monitor Localized Flooding	→	→	→	→	→	→	→	→
College Dr - W of 73rd to W of NWC			Monitor Localized Flooding	→	→	→	→	→	→	→	→
Center Street			W of 68th St	→	→	→	→	→	→	→	→
73rd St NB				N of Center St	→	→	N of Office Park Rd	→	→	→	→
68th Street						S of Mott Ave	→	→	→	→	→
67th Street							S of Mott Ave	→	→	→	→
73rd St SB							S of Uni	→	→	→	→
I235 WB 73rd St Off Ramp							at I235	→	→	→	→
University Avenue							W of Hy-Vee Entrance	→	→	→	→
I235 EB 73rd St Off Ramp							at I235	→	→	→	→
Walnut Creek Trail Location	4T	5T	6T	7T	8T	9T	10T	12T	15T	20k	24T
Center Street	W of Storage Entrance	→	→	W of 65th St (paired with Street closure)	→	→	→	→	→	→	W of 63rd St (paired with Street closure)
School Street	W of 69th St	→	W of 68th St (paired with Street Closure)	→	→	W of 67th St (paired with Street closure)	W of 66th St (paired with Street closure)	→	→	→	→
Colby Park	S of School St	→	→	→	→	→	→	→	→	→	→
Colby Park - Icon Trail Access	SW of Parking Lot	Inundation reaches parking lot	→	→	→	→	→	→	→	→	→
City Wide Heating	W of 73rd St										
Walmart/Sams	N of Buffalo Rd W of B-Bops	→	→	→	→	→	→	→	Inundation reaches parking lot	→	→
Clive Elementary	Trail Head from School	→	→	→	→	→	→	→	Inundation reaches 73rd St	→	→
College Drive	N of College Dr	→	→	→	→	→	→	→	→	→	→
Hickman & 78th	NW of Parking Lot	→	→	→	→	→	→	→	Inundation reaches parking lot	→	→
Hickman & 80th Place	Sidewalk W of NWC	→	→	→	→	→	→	→	→	→	→

Street Name	LEVEL 1					LEVEL 2			LEVEL 3				
	4T	5T	6T	7T	8T	9T	10T	12T	15T	20T	24T	50yr/12% Chance	50yr/12% Chance
School Street			W of 68th St S of Mott Ave	→	→	→	→	→	→	→	→	→	→
69th Street			S on 68th St	→	→	→	→	→	→	→	→	→	→
Mott Avenue			Monitor Localized Flooding	→	→	→	→	→	→	→	→	→	→
Intersection - 70th/Washington			Monitor Localized Flooding	→	→	→	→	→	→	→	→	→	→
College Dr - W of 73rd to W of NWC				→	→	→	→	→	→	→	→	→	→
Center Street				→	→	→	→	→	→	→	→	→	→
73rd St NB				→	→	→	→	→	→	→	→	→	→
68th Street				→	→	→	→	→	→	→	→	→	→
67th Street				→	→	→	→	→	→	→	→	→	→
73rd St SB				→	→	→	→	→	→	→	→	→	→
I235 WB 73rd St Off Ramp				→	→	→	→	→	→	→	→	→	→
University Avenue				→	→	→	→	→	→	→	→	→	→
I235 EB 73rd St Off Ramp				→	→	→	→	→	→	→	→	→	→
Walnut Creek Trail Location				→	→	→	→	→	→	→	→	→	→
Center Street	W of Storage Entrance	→	→	→	→	→	→	→	→	→	→	→	→
School Street	W of 68th St	→	→	→	→	→	→	→	→	→	→	→	→
Colby Park	S of School St	→	→	→	→	→	→	→	→	→	→	→	→
Colby Park - Icon Trail Access	SW of Parking Lot	Inundation reaches parking lot	→	→	→	→	→	→	→	→	→	→	→
City Wide Heating	W of 73rd St	→	→	→	→	→	→	→	→	→	→	→	→
Walmart/Sams	N of Buffalo Rd W of B-Bops	→	→	→	→	→	→	→	→	→	→	→	→
Clive Elementary	Trail Head from School	→	→	→	→	→	→	→	→	→	→	→	→
College Drive	N of College Dr	→	→	→	→	→	→	→	→	→	→	→	→
Hickman & 78th	NW of Parking Lot	→	→	→	→	→	→	→	→	→	→	→	→
Hickman & 80th Place	SW of Parking Lot	→	→	→	→	→	→	→	→	→	→	→	→
	Sidewalk W of NWC	→	→	→	→	→	→	→	→	→	→	→	→

14.1.1 Area 1 - Center Street to I235 - Road & Trail Closures



14.1.2 Area 2 - I235 to Mott Avenue - Road & Trail Closures



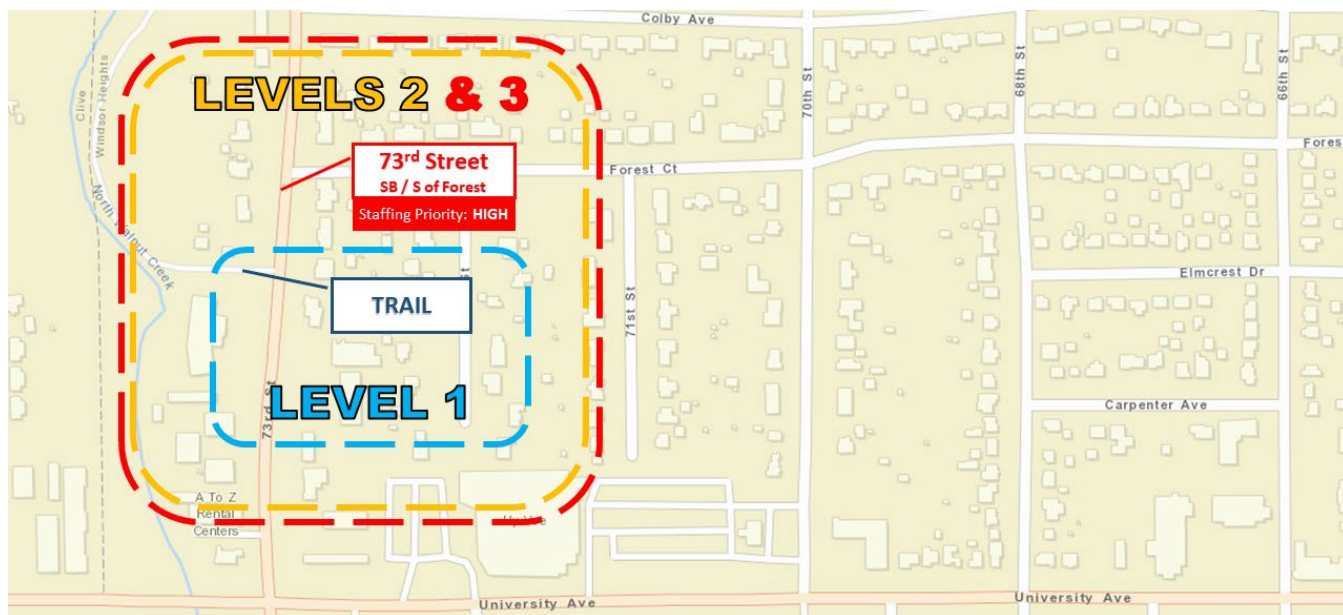
For I235 Offramp closures:

- Notify the DOT Traffic Management Center thru Westcom, or, at 515-237-3300 (this is a Public Safety Only Number, not for public use). The TMC will coordinate offramp closures, dynamic message board updates, and 511 updates.

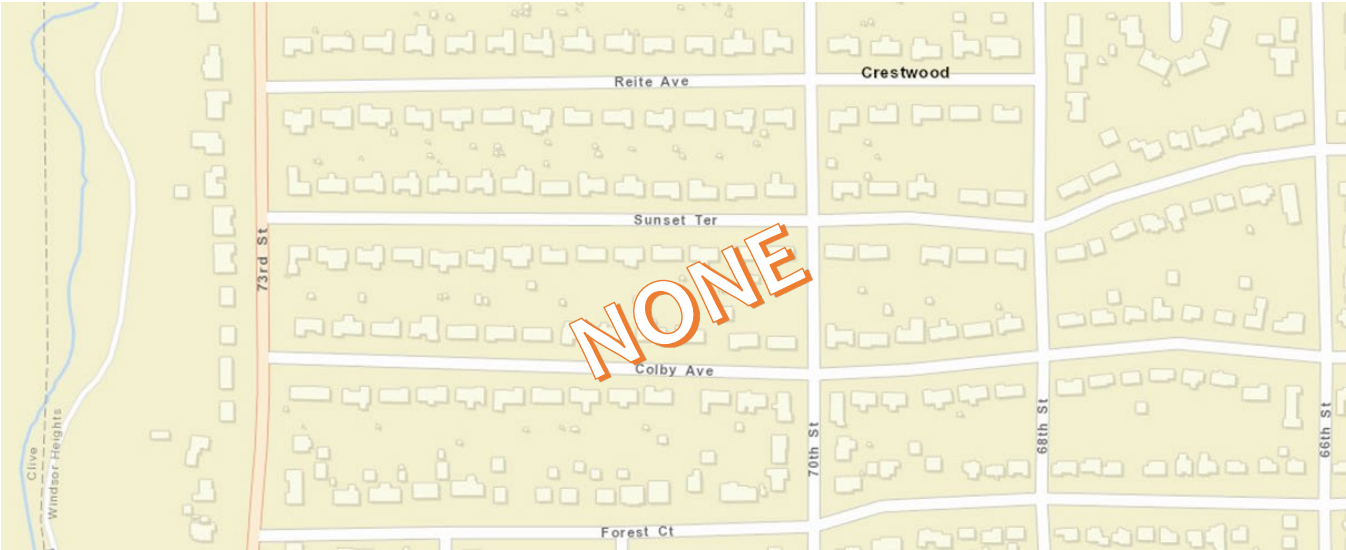
14.1.3 Area 3 - Mott Avenue to University - Road & Trail Closures



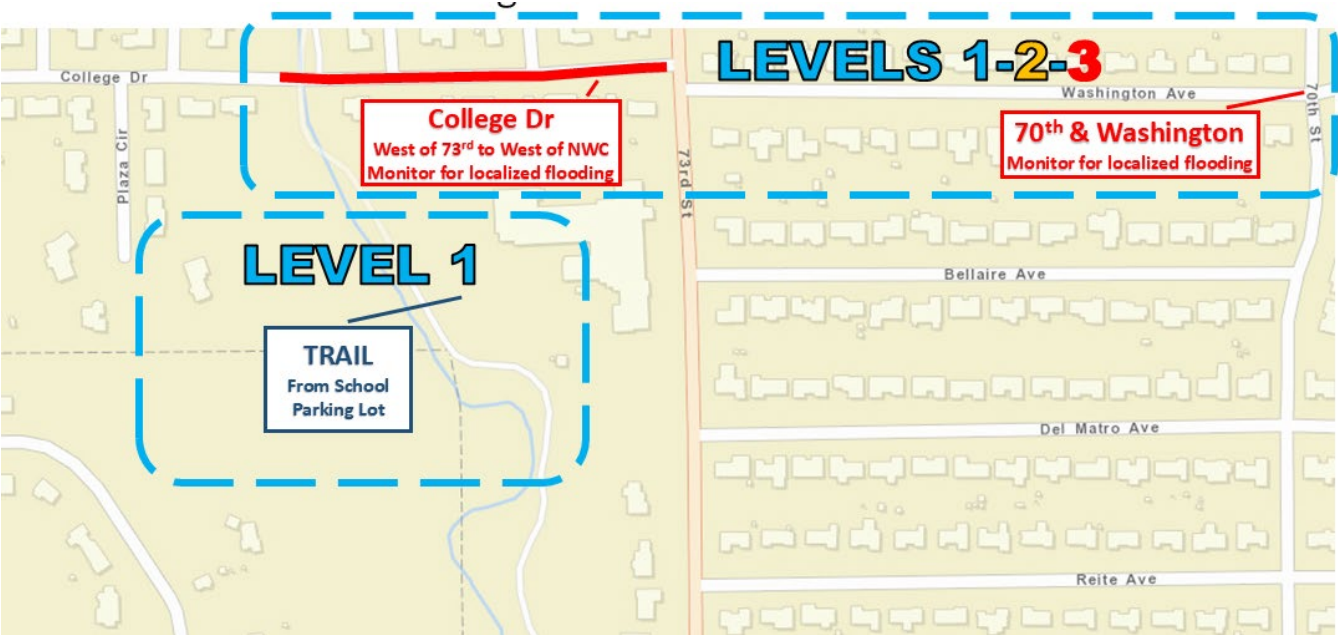
14.1.4 Area 4 - University to Forest Court - Road & Trail Closures



14.1.5 Area 5 - Forest Court to Reite Ave - Road & Trail Closures



14.1.6 Area 6 - Reite Ave to College Drive - Road & Trail Closures



14.1.7 Area 7 - College Drive to Marilyn Drive - Road & Trail Closures



14.1.8 Area 8 - Marilyn Drive to Hickman Road - Road & Trail Closures



15 Public Information – [Responsibility: City Administrator]

Public Information can be distributed in the following methods:

- Alert Iowa Messaging System
- Press Release
- Website
- Social Media

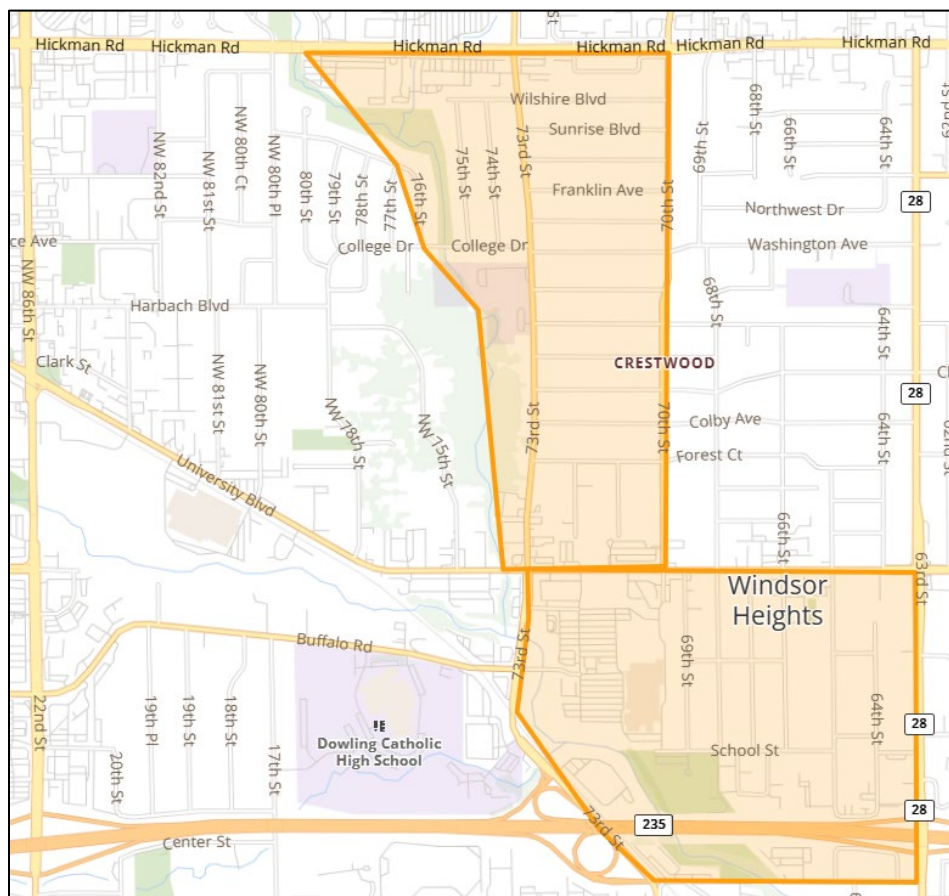
15.1 Alert Iowa Messaging

Alert Iowa messages for Response Levels 1 through 3 are pre-built and can be quickly sent by the following authorities:

- Designated Windsor Heights Staff:
 - City Administrator
 - Fire Chief
 - Police Chief
 - Public Works Director
 - Public Works Assistant Director
- Westcom 911 Dispatch Center
- Polk County Emergency Management

Customized messages may also be sent through the authorities listed above.

Pre-Built Alert Iowa Message Distribution Area (this area is intentionally larger than potential flood inundation areas as the community will be impacted by road closures):



15.2 Walnut Creek Pre-Built Alert Iowa Messages

Walnut Creek Level 1	
Message Type	Text
Voice TDD Email	URGENT - WH - This is important flood related information from the City of Windsor Heights regarding Walnut Creek. The National Weather Service has issued a flash flood warning for Walnut Creek in Windsor Heights. Levels on Walnut Creek are predicted to reach between 10.8 feet and 12.6 feet. Flood stage is 9 feet. You are receiving this message because your home, business, or travel may be impacted by flooding. Residents and businesses should monitor water levels and be prepared to evacuate quickly. Stay away from and stay out of flood waters. Call 9 1 1 if you are in a life threatening situation or cannot evacuate without assistance. For additional information go to the City of Windsor Heights' website www.windsorheights.org .
Text Message 160 limit	URGENT-WH-Flash Flood Warning-Walnut Creek in Windsor Heights-Call 911 if in danger or unable to evacuate- www.cityofwindsorheights.org for additional info.

Walnut Creek Level 2	
Message Type	Text
Voice TDD Email	URGENT - WH - This is important flood related information from the City of Windsor Heights regarding Walnut Creek. The National Weather Service has issued a flash flood warning for Walnut Creek. Levels on Walnut Creek are predicted to reach between: 13.1 feet and 13.9 feet. Flood stage is 9 feet. You are receiving this message because your home, business, or travel may be impacted by flooding. Residents and businesses should monitor water levels and be prepared to evacuate quickly. Stay away from and stay out of flood waters. Call 9 1 1 if you are in a life threatening situation or cannot evacuate without assistance. For additional information go to the City of Windsor Heights's website www.windsorheights.org .
Text Message 160 limit	URGENT-WH-Flash Flood Warning-Walnut Creek in Windsor Heights-Call 911 if in danger or unable to evacuate- www.cityofwindsorheights.org for additional info.

Walnut Creek Level 3	
Message Type	Text
Voice TDD Email	URGENT - WH - This is important flood related information from the City of Windsor Heights regarding Walnut Creek. The National Weather Service has issued a flash flood warning for Walnut Creek. Levels on Walnut Creek are predicted to reach between 14.6 feet and 18.1 feet. Flood stage is 9 feet. You are receiving this message because your home, business, or travel may be impacted by flooding. Residents and businesses should monitor water levels and be prepared to evacuate quickly. Stay away from and stay out of flood waters. Call 9 1 1 if you are in a life threatening situation or cannot evacuate without assistance. For additional information go to the City of Windsor Heights's website www.windsorheights.org .
Text Message 160 limit	URGENT-WH-Flash Flood Warning-Walnut Creek in Windsor Heights-Call 911 if in danger or unable to evacuate- www.cityofwindsorheights.org for additional info.

15.3 North Walnut Creek Pre-Built Alert Iowa Message

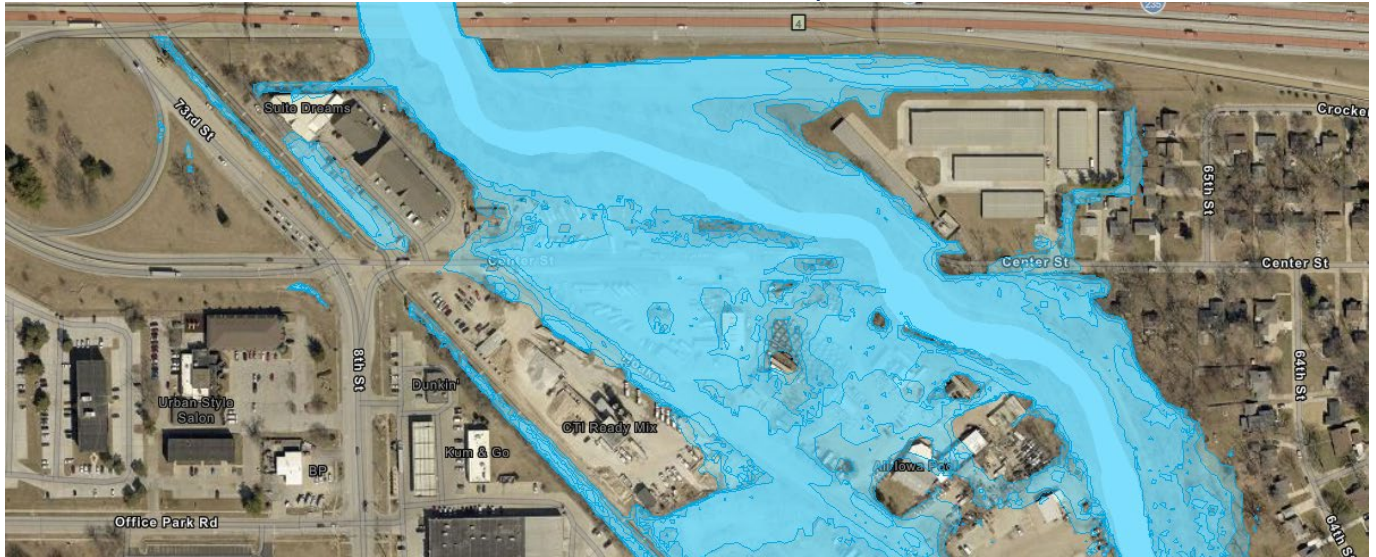
North Walnut Creek Level 3	
Message Type	Text
Voice TDD Email	URGENT - WH - This is important flood related information from the City of Windsor Heights regarding North Walnut Creek. Exceptionally high water levels on North Walnut Creek are converging with high waters on Walnut Creek. You are receiving this message because your home, business, or travel may be impacted by flooding. Residents and businesses should monitor water levels and be prepared to evacuate quickly. Stay away from and stay out of flood waters. Call 9 1 1 if you are in a life threatening situation or cannot evacuate without assistance. For additional information go to the City of Windsor Heights's website www.windsorheights.org .
Text Message 160 limit	URGENT-WH-Flood Emergency-North Walnut Creek in Windsor Heights-Call 911 if in danger or unable to evacuate- www.cityofwindsorheights.org for additional info.

16 Inundation Maps

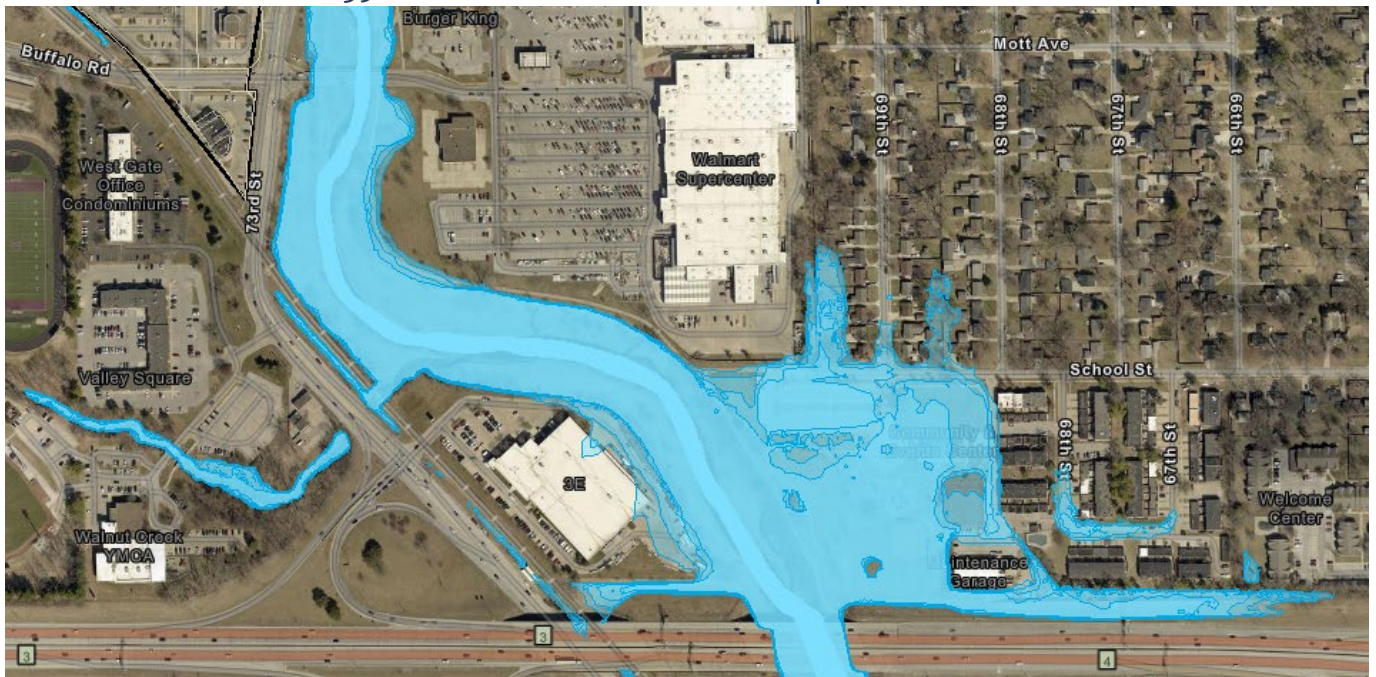
Sources: clive.maps.arcgis.com; ifis.iowafloodcenter.org

16.1 Level 1 Inundation Maps

16.1.1 Level 1 - Area 1 - Center Street to I235 - Inundation Map



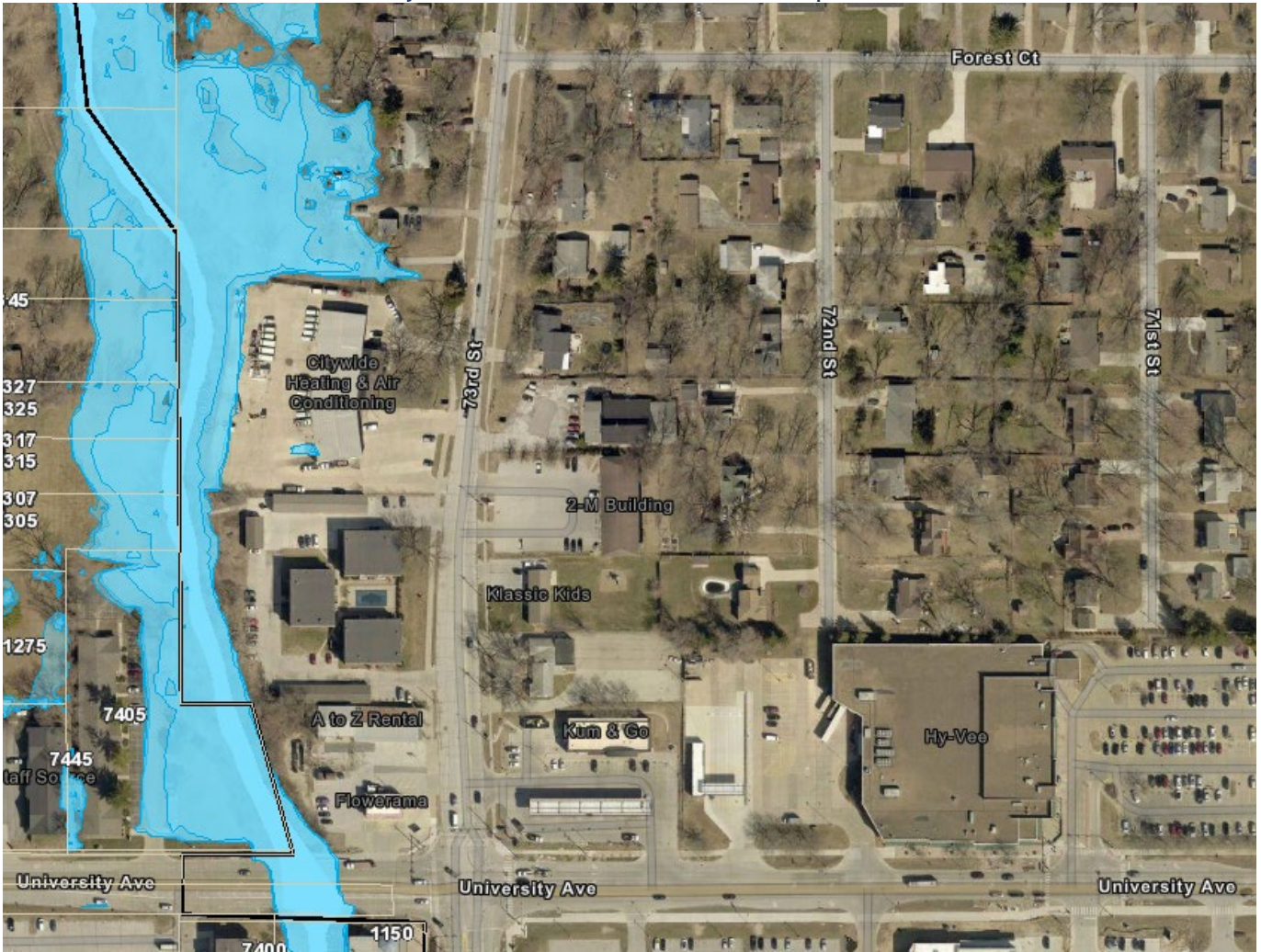
16.1.2 Level 1 - Area 2 - I235 to Mott Avenue - Inundation Map



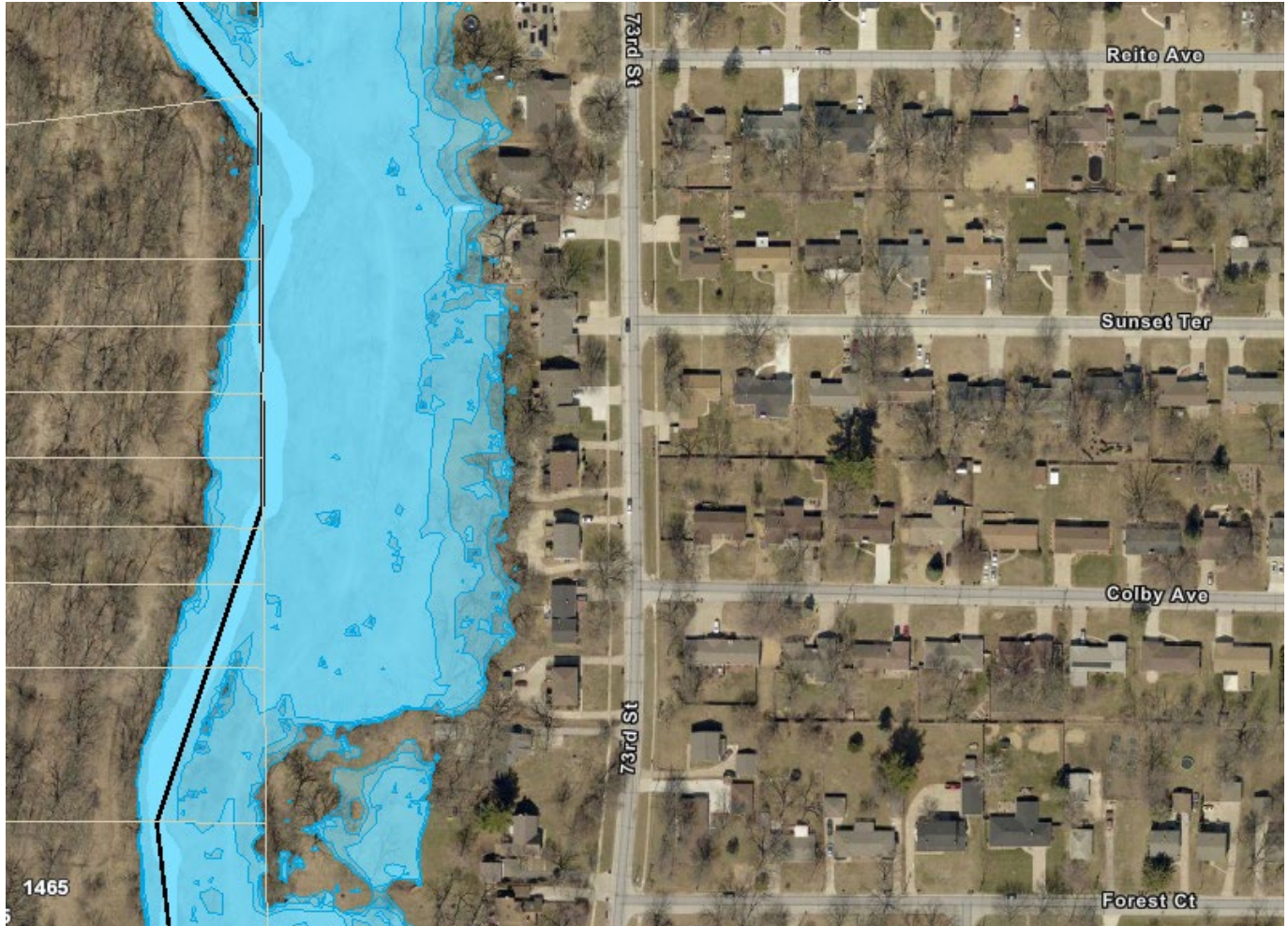
16.1.3 Level 1 - Area 3 - Mott Avenue to University - Inundation Map



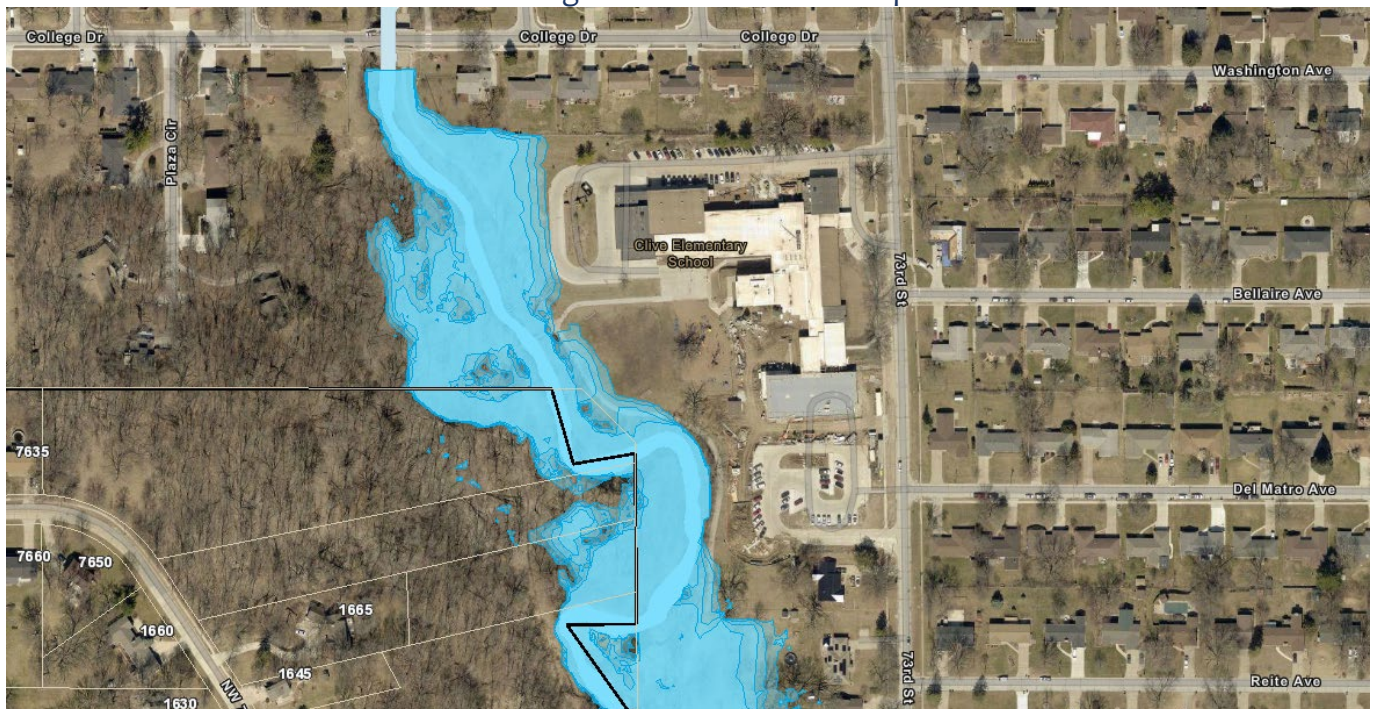
16.1.4 Level 1 - Area 4 - University to Forest Court - Inundation Map



16.1.5 Level 1 - Area 5 - Forest Court to Reite Ave - Inundation Map



16.1.6 Level 1 - Area 6 - Reite Ave to College Drive - Inundation Map



16.1.7 Level 1 - Area 7 - College Drive to Marilyn Drive - Inundation Map
Not available.

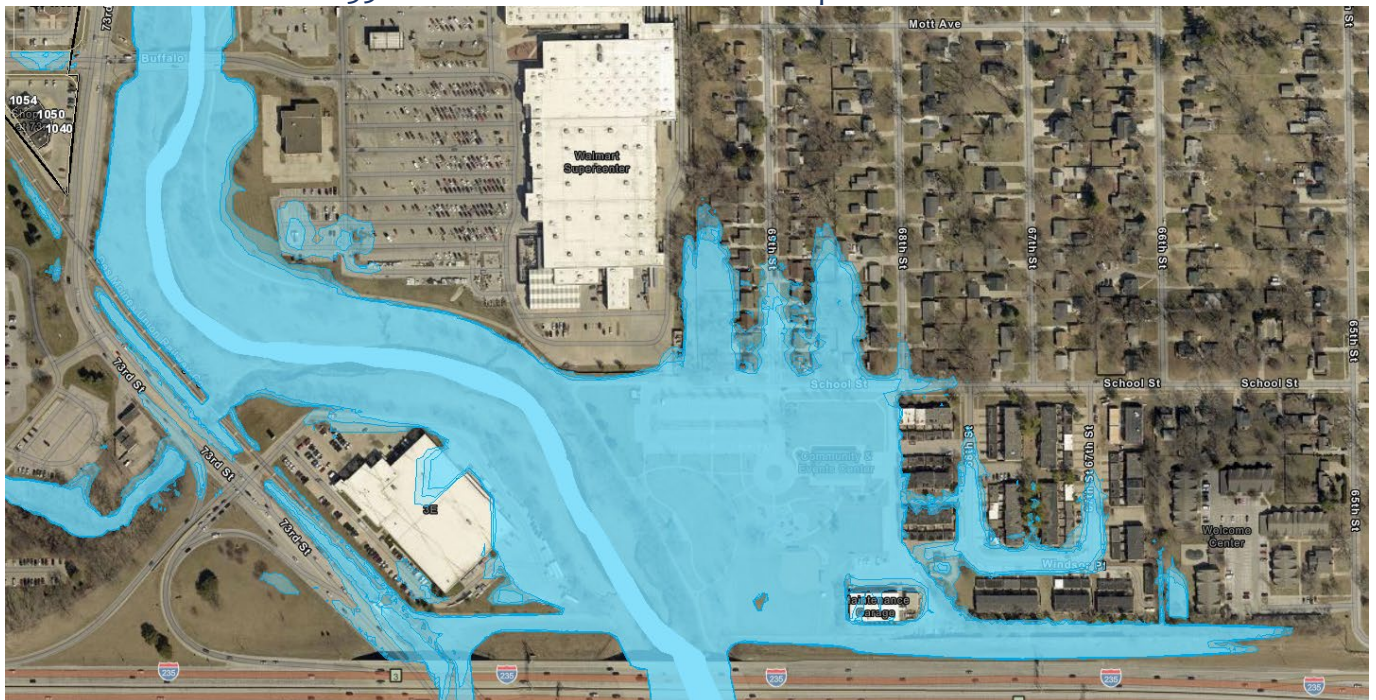
16.1.8 Level 1 - Area 8 - Marilyn Drive to Hickman Road - Inundation Map
Not available.

16.2 Level 2 Inundation Maps

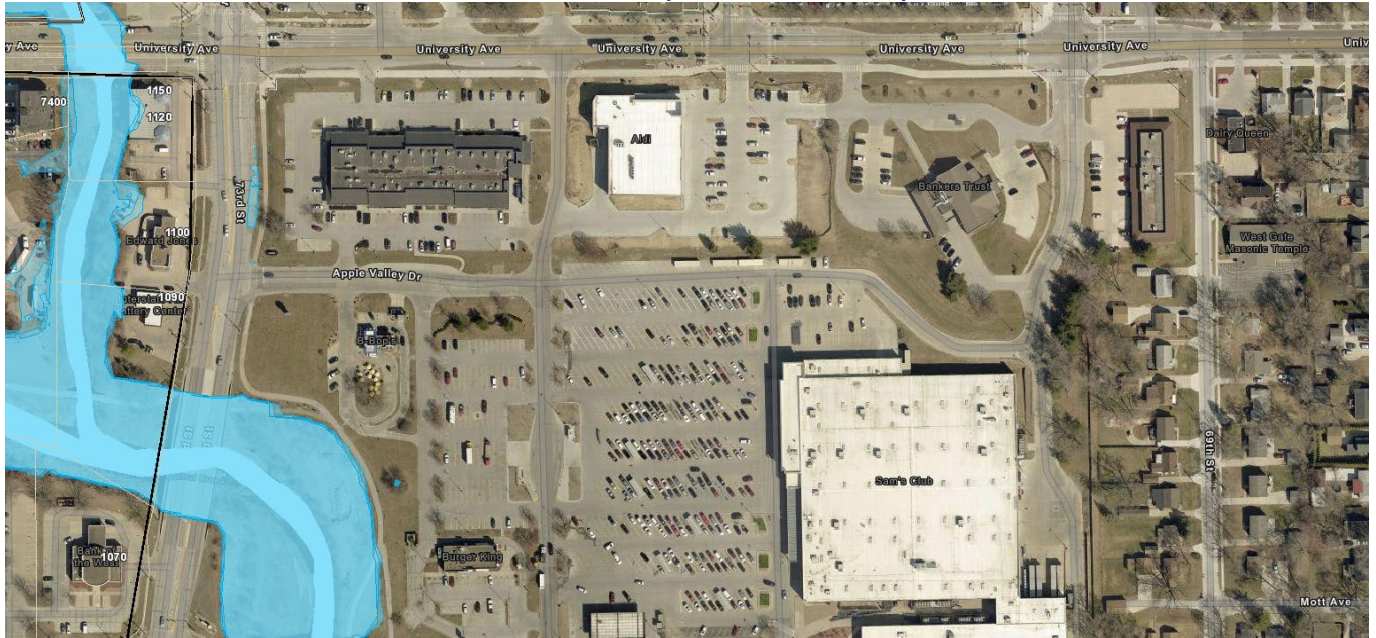
16.2.1 Level 2 - Area 1 - Center Street to I235 - Inundation Map



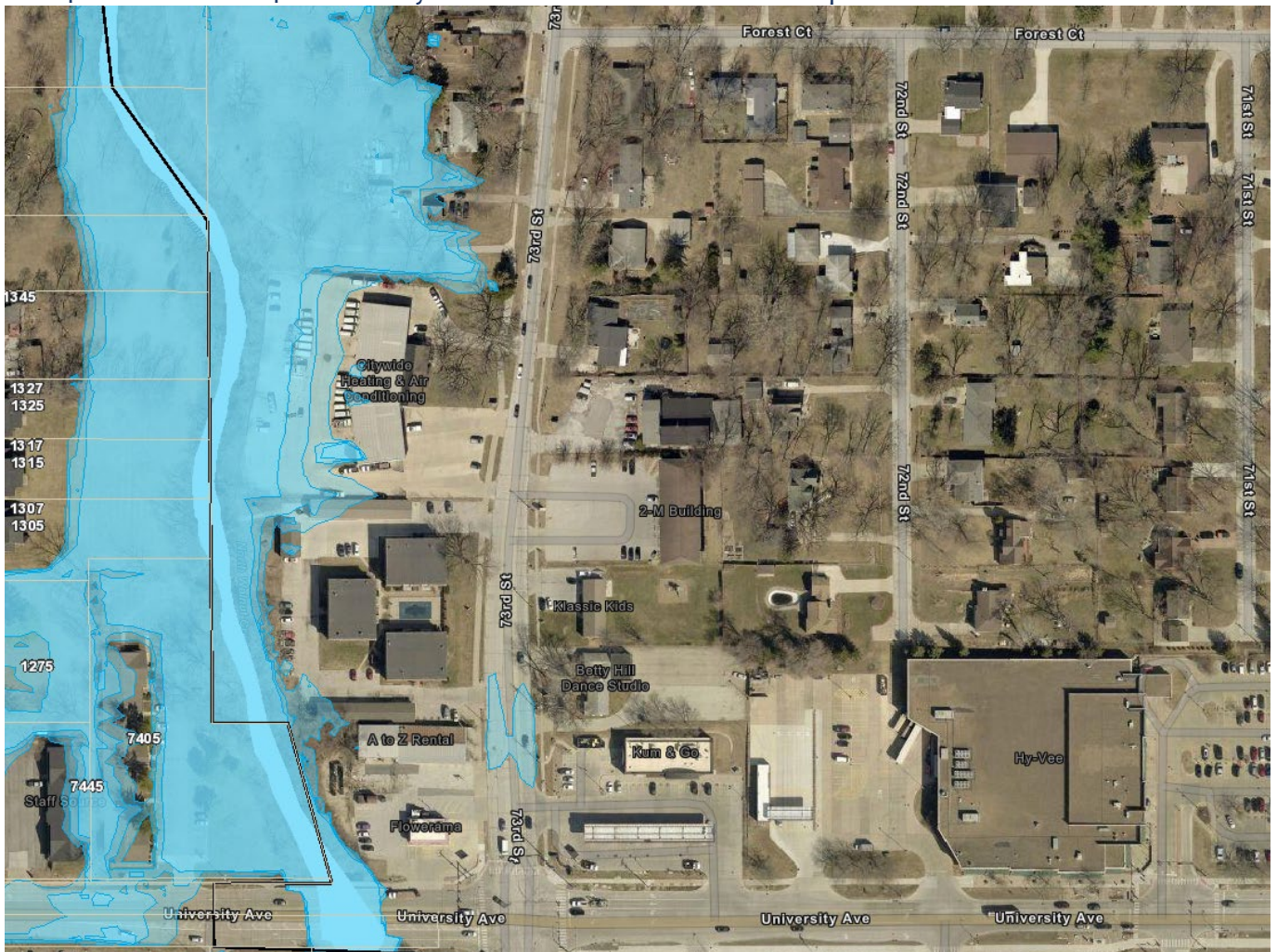
16.2.2 Level 2 - Area 2 - I235 to Mott Avenue - Inundation Map



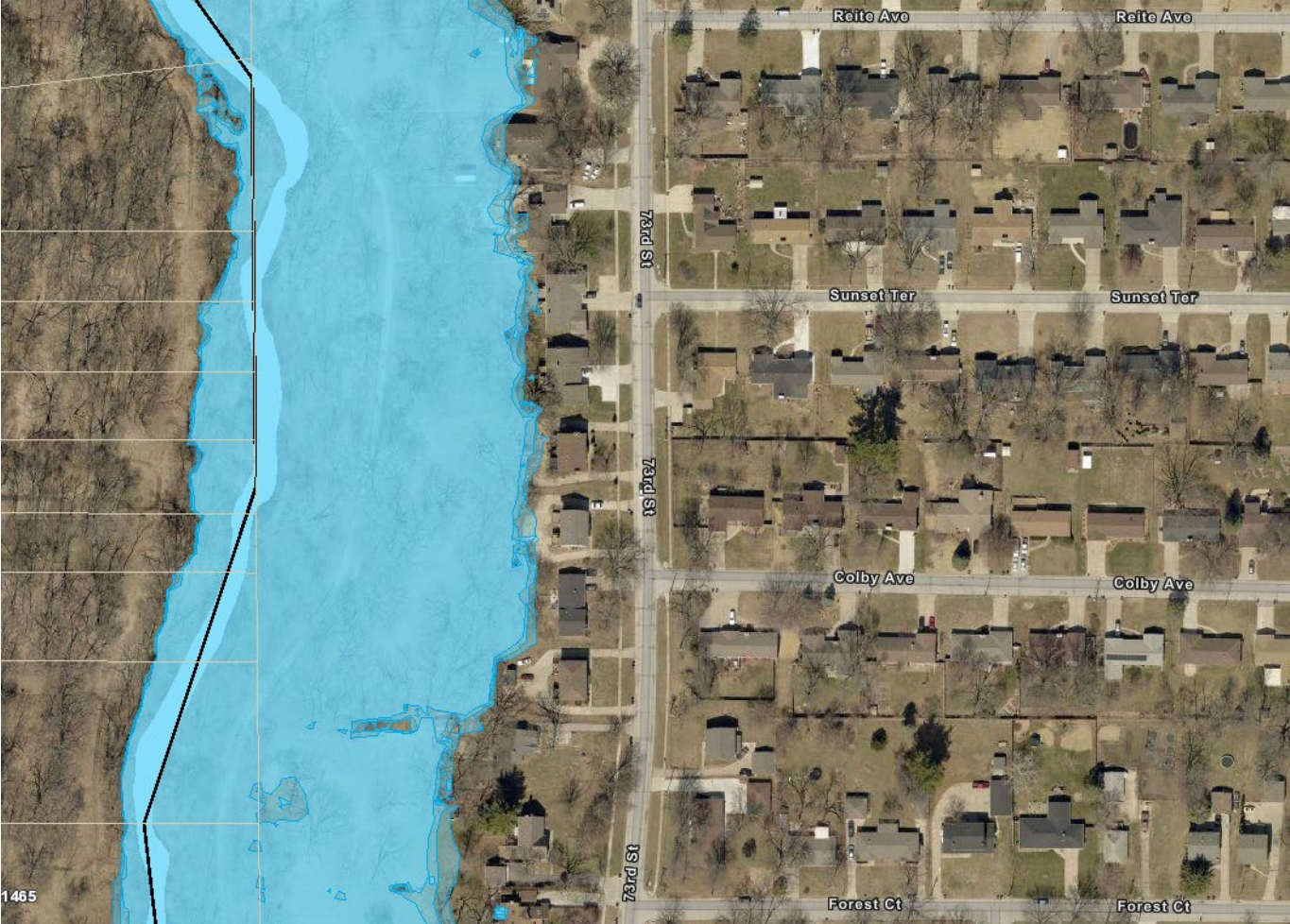
16.2.3 Level 2 - Area 3 - Mott Avenue to University - Inundation Map



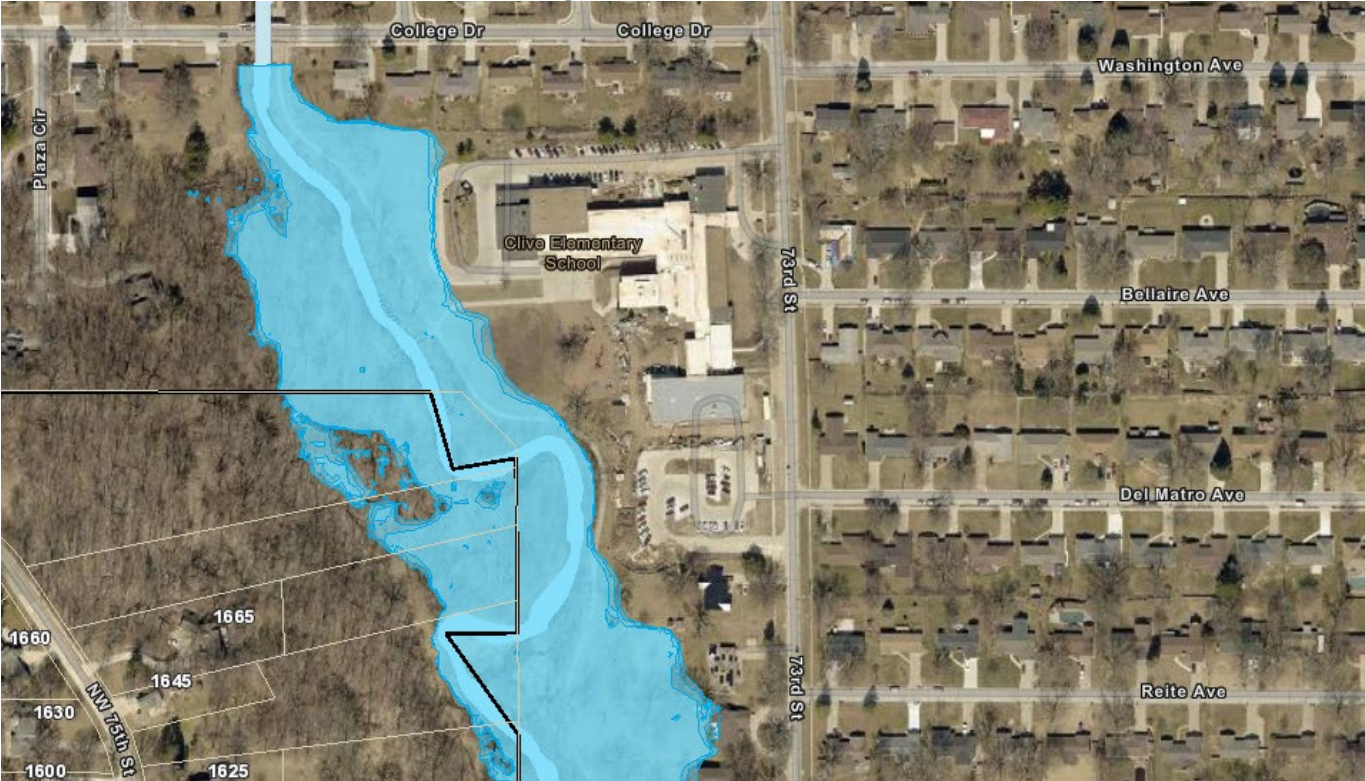
16.2.4 Level 2 - Area 4 - University to Forest Court - Inundation Map



16.2.5 Level 2 - Area 5 - Forest Court to Reite Ave - Inundation Map



16.2.6 Level 2 - Area 6 - Reite Ave to College Drive - Inundation Map



16.2.7 Level 2 - Area 7 - College Drive to Marilyn Drive - Inundation Map

Not available.

16.2.8 Level 2 - Area 8 - Marilyn Drive to Hickman Road - Inundation Map

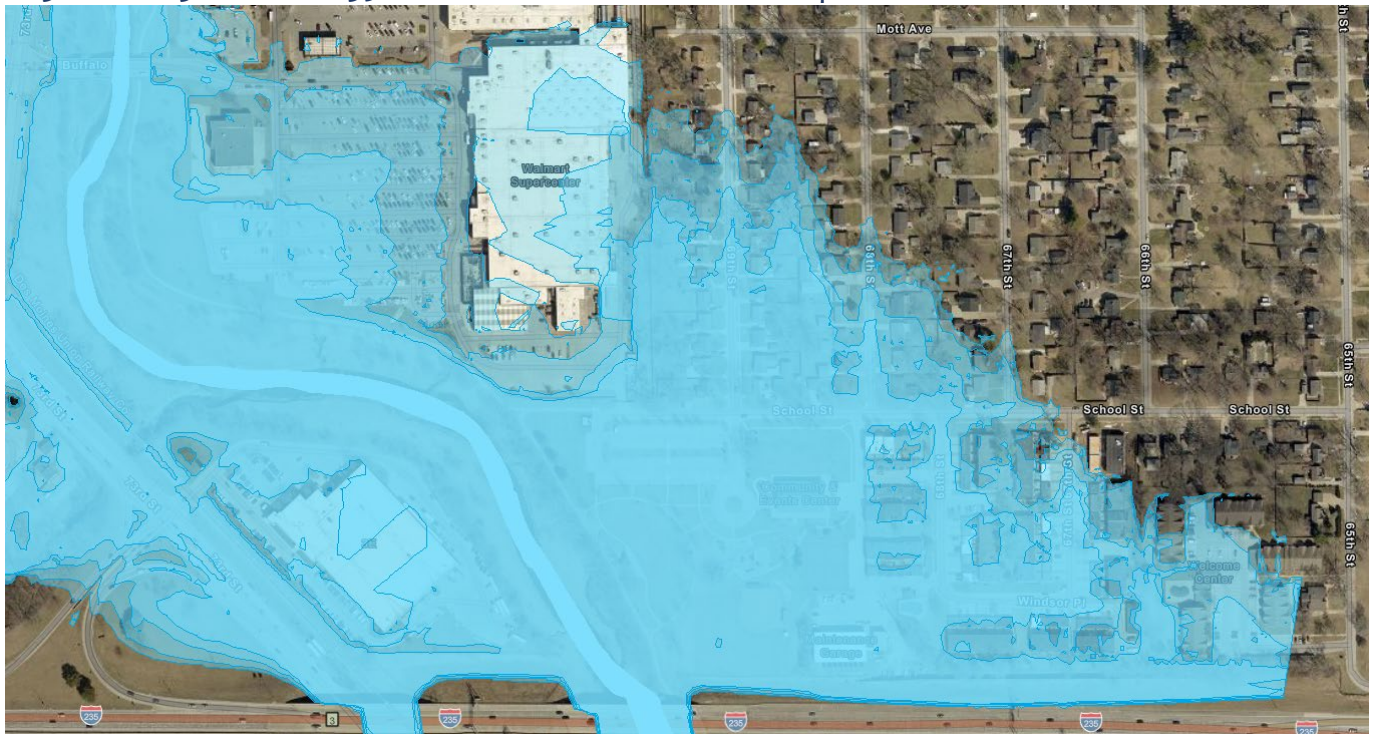
Not available.

16.3 Level 3 Inundation Maps

16.3.1 Level 3 - Area 1 - Center Street to I235 - Inundation Map



16.3.2 Level 3 - Area 2 - I235 to Mott Avenue - Inundation Map



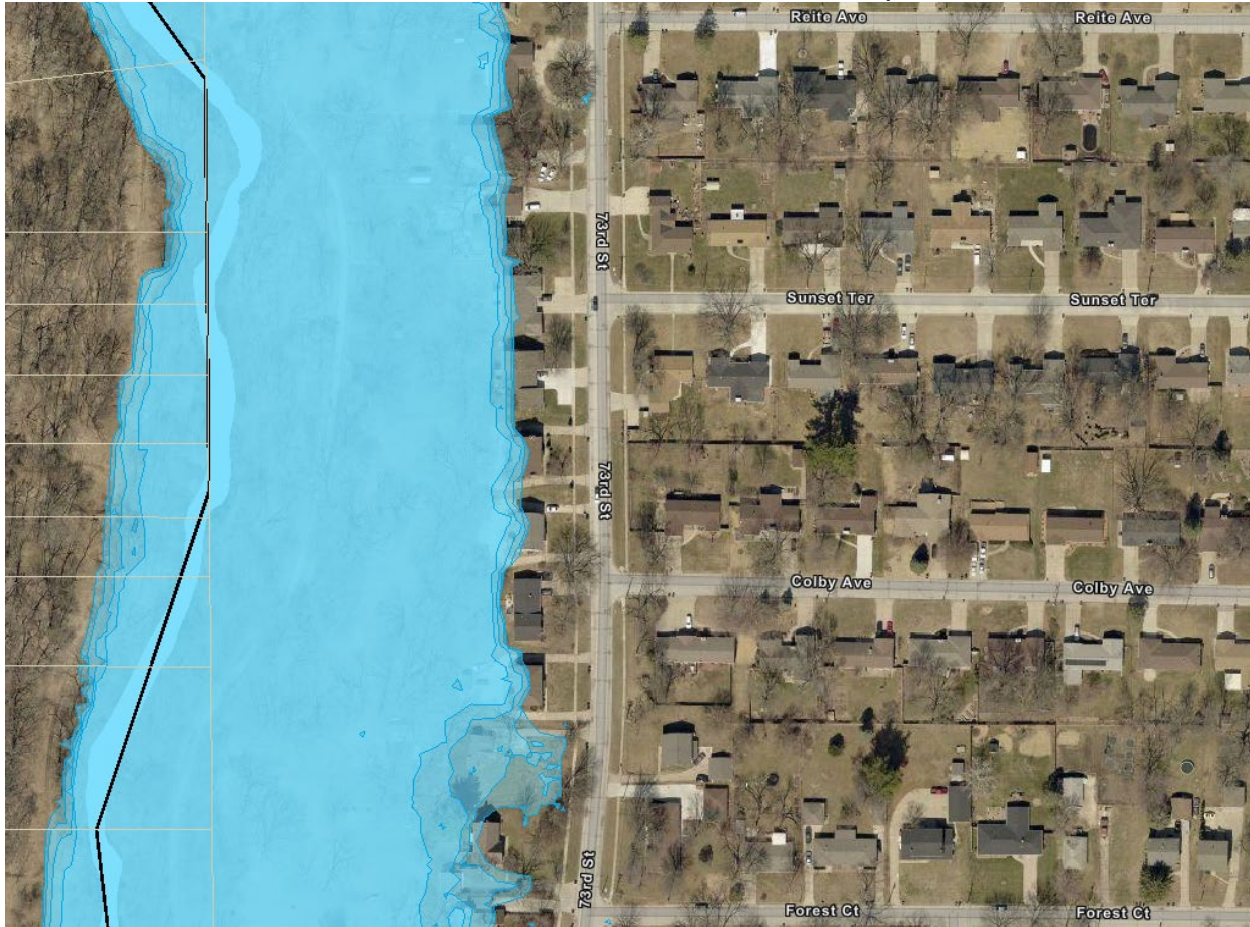
16.3.3 Level 3 - Area 3 - Mott Avenue to University - Inundation Map



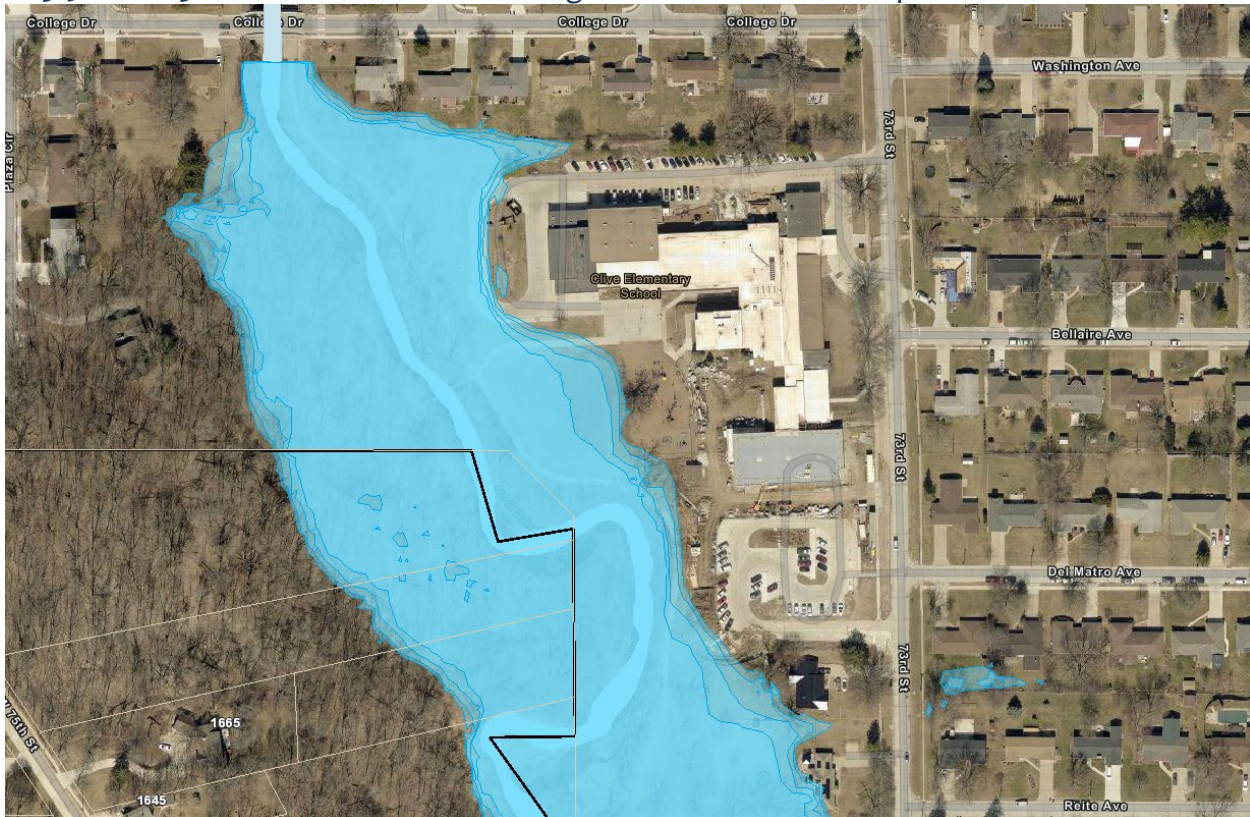
Level 3 - Area 4 - University to Forest Court - Inundation Map



16.3.4 Level 3 - Area 5 - Forest Court to Reite Ave - Inundation Map



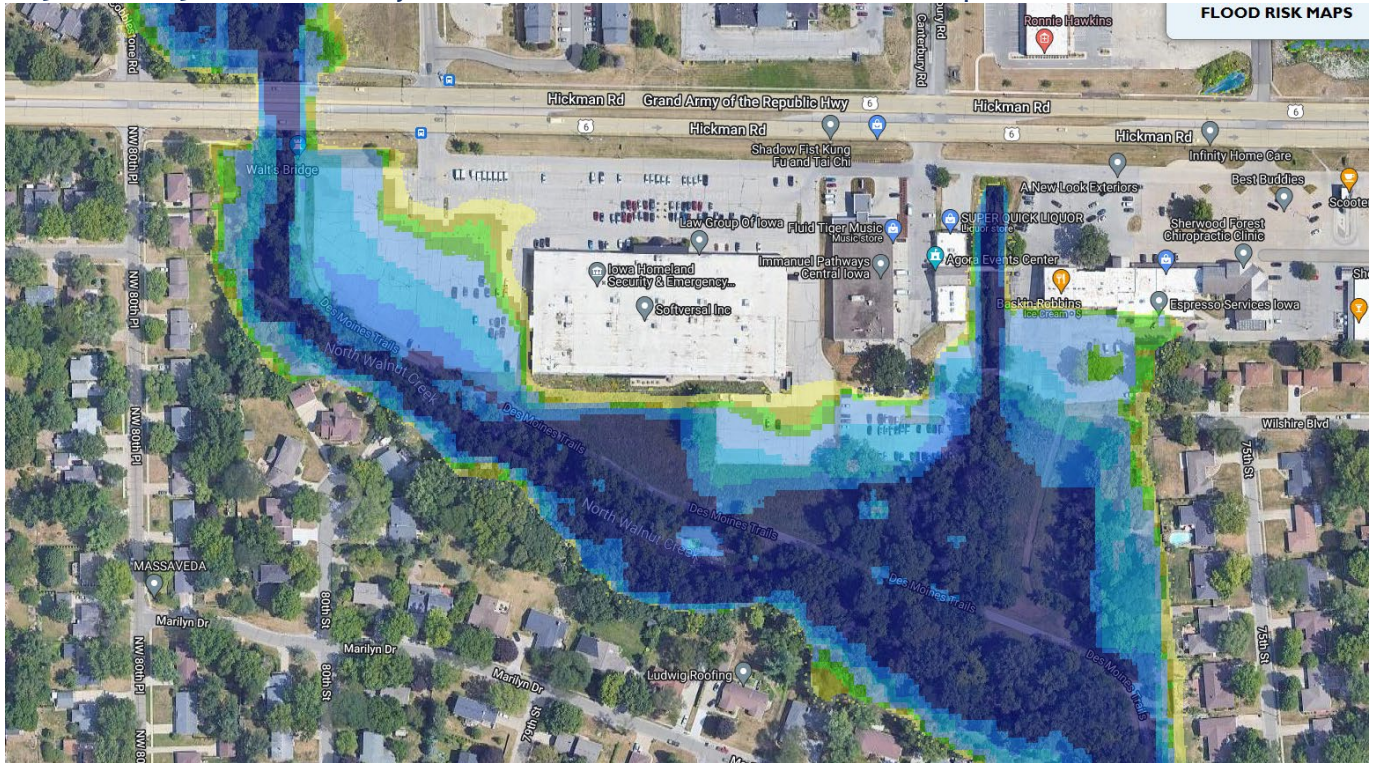
16.3.5 Level 3 - Area 6 - Reite Ave to College Drive - Inundation Map



16.3.6 Level 3 - Area 7 - College Drive to Marilyn Drive - Inundation Map



16.3.7 Level 3 - Area 8 - Marilyn Drive to Hickman Road - Inundation Map



17 Activity Log Sheets

Incident Name:		
Operational Period:	Date From:	Date To:
	Time From:	Time To:

[illegible]

Incident Name:		
Operational Period:	Date From:	Date To:
	Time From:	Time To:

[illegible]

Incident Name:		
Operational Period:	Date From:	Date To:
	Time From:	Time To:

[illegible]



STAFF REPORT
CITY COUNCIL
March 16, 2026

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Discuss Renewal of 28E For Library Services Between City of Des Moines and City of Windsor Heights

GENERAL INFORMATION

The City of Windsor Heights currently contracts with the City of Des Moines for Library Services, with Franklin Library considered homebase for Windsor Heights residents. Windsor Heights residents are provided with unrestricted access to library services, circulation of physical and digital materials, and access to meeting rooms and programs as part of the agreement. The library also typically conducts programming at Colby Park during the warm weather season.

Limited resident feedback has been received by staff about the agreement over the past few years, one resident has noted the selection of audio books from Des Moines Public Library is limited relative to some other metro libraries, but Des Moines Library overall digital resources are expansive. Staff have found the library easy to work with and the Franklin Library is the most proximate library for most residents in Windsor Heights. Metro residents can typically utilize any library in the metro for programming and physical resources through Iowa's Open Access program. Digital resources & adventure passes are typically restricted to residents within the municipality.

The City previously contracted with the City of Urbandale circa 2016-2023 for library services. The contracted amount with Urbandale in 2019 was \$90,000 with an annual CPI adjustment. The City moved to the contract with Des Moines Public Library in 2023 with a cost of \$65,563 and an annual 3% increase. The FY26 cost is \$69,556.44.

The Des Moines Library was approached about their interest in renewing the existing contract which expires at the start of FY27. They have indicated interest in a new contract for up to 3 years with continued 3% increases to account for their rising costs, particularly on the digital resources side. A lower adjustment rate, more in line with Windsor Heights revenue growth expectations, was discussed but met with limited reception.

Des Moines staff have indicated they do not have plans to alter Franklin Avenue Library hours, staffing, or programming currently and believe their budget will be stable for FY27. They do anticipate budget challenges for FY28.

Staff Recommendation

Authorize Staff to work with The City of Des Moines to draft a new 3-year 28E with 3% annual increases for consideration.

ATTACHMENTS

1. Windsor Heights Library 28E

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov



FILED

Filing Date: **03/22/2023 03:22 PM**
Filing Number: **M515827**

28E Agreement

	Full Legal Name	Organization Type	County
Party 1	Des Moines Public Library	City	Polk
Party 2	City of Windsor Heights	City	Polk

Participants

520 - Library Services

Service Type

Des Moines Public Library to provide library services for the City of Windsor Heights

Purpose

06/30/2026

Duration

Contact Person: (Optional)

Susan

Contact First Name

Woody

Contact Last Name

Director

Job Title

Des Moines Public Library

Department

5152834103

Phone Number

RESOLUTION NO. 2023-19

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF WINDSOR HEIGHTS AND THE DES MOINES PUBLIC
LIBRARY FOR THE PROVISION OF LIBRARY SERVICES**

WHEREAS, the City wishes to provide its citizens with library services, and;

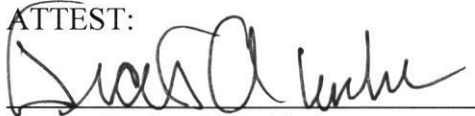
WHEREAS, the Des Moines Public Library has agreed to enter into a 28E agreement with Windsor Heights to provide library services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, does hereby authorize the Mayor to execute the attached 28E agreement with the Des Moines Public Library.

Passed and Approved this 20th Day of March, 2023



Mike Jones, Mayor

ATTEST:


Travis Cooke, City Clerk

AGREEMENT FOR USE OF DES MOINES PUBLIC LIBRARY LIBRARIES BY WINDSOR HEIGHTS
RESIDENTS

THIS AGREEMENT by and between the DES MOINES PUBLIC LIBRARY (hereinafter referred to as "DMPL") and the CITY OF WINDSOR HEIGHTS (hereinafter referred to as "Windsor Heights")

WHEREAS, Windsor Heights desires that its residents are able to enjoy the facilities and collections of the libraries operated by the DMPL in the same manner as the City of Des Moines residents and Windsor Heights is willing to share certain costs for the operation of the DMPL libraries (hereinafter referred to as "Library"); and

WHEREAS, both parties find that joint and cooperative action will be to their mutual advantage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between Des Moines Public Library and Windsor Heights that:

1. PURPOSE: DMPL intends to provide unrestricted access to library services, circulation of materials, and access to meeting rooms, programs and events for all residents of the service areas of the cities of Des Moines and Windsor Heights.
2. TERM: This Agreement will be in effect for the period of July 1, 2023, through June 30, 2026, both dates inclusive. Unless the Agreement is terminated by the express written notice of either DMPL or Windsor Heights pursuant to paragraph 5 of this Agreement, the parties hereby agree to meet on or before April 1, 2026 to discuss and, if needed, renegotiate the terms of this Agreement.

3. REIMBURSEMENT GENERALLY: It is agreed that Windsor Heights will pay to DMPL the sum of \$65,563.62 for the first year and \$67,530.53 for year two and \$69,556.44 for year three. Payments shall be made in equal quarterly installments, to be paid on or before September 1st, December 1st, March 1st, and June 1st, with the first due in full quarterly payments to begin with the September 1, 2023 payment.

4. AGREEMENT - METHOD OF APPROVAL: The parties hereto shall approve this Agreement by Resolution, which Resolution shall authorize the respective Board President or Mayor to execute this Agreement.

5. TERMINATION: Either party may terminate this agreement by giving the other party written notice of their intent to terminate this Agreement on or before May 1st prior to the beginning of each new fiscal year. In the event of such termination, Windsor Heights shall be obligated to pay DMPL a prorated portion of the quarterly payment corresponding to the amount of time in that quarter prior to termination. In addition, the parties may terminate this Agreement in accordance with Iowa Code Section 336.19(2) by mutual written consent and by majority vote of electors represented by either of the parties.

6. NOTICE: Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States Post Office.

A. Notices to DMPL shall be addressed: Library Director, Des Moines Public Library, 1000 Grand Ave. Des Moines, Iowa 50309

B. Notices to Windsor Heights shall be addressed: City Administrator, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, IA 50324

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

DES MOINES PUBLIC LIBRARY

By: 
Wes Graham, Library Board President

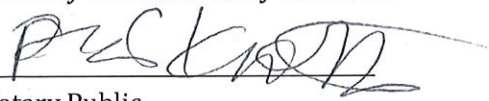
Approved as to Form:

/s/Glenna K. Frank
Glenna K. Frank, Assistant City Attorney

STATE OF IOWA)
)SS:
COUNTY OF POLK)



On this 21 day of March, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WES GRAHAM, to me personally known, who being by me duly sworn, did state that he is the PRESIDENT of the BOARD OF TRUSTEES OF THE DES MOINES PUBLIC LIBRARY.; that the seal affixed to the foregoing instrument is the seal of the Des Moines Public Library, that said instrument was signed on behalf of said Des Moines Public Library by authority of its Board of Trustees; and that the said WES GRHAM as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said Des Moines Public Library, by it and by him voluntarily executed.


Notary Public
Commission Expires:

CITY OF WINDSOR HEIGHTS

By: _____

Mayor, Mike Jones

STATE OF IOWA)

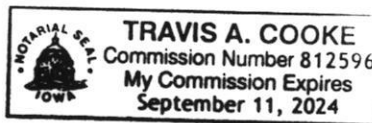
)SS:

COUNTY OF POLK)

On this 20th day of March, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mike Jones, to me personally known, who being by me duly sworn, did state that he is the MAYOR OF THE CITY OF WINDSOR HEIGHTS, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said Mike Jones as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public

Commission Expires:





**STAFF REPORT
CITY COUNCIL**
March 16, 2026

TO: CITY COUNCIL

FROM: Andy Larson

SUBJECT: Consideration of Resolution No. 2026-18 - A Resolution Approving a 28E Agreement with the Iowa DOT for the Maintenance and Repair of Primary Roads within Windsor Heights

GENERAL INFORMATION

The current 28E Agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of transportation is set to expire on June 30, 2026. This Agreement outlines responsibilities of the Iowa Department of Transportation and the responsibilities of the City of Windsor Heights on Highway 28 (63rd Street) and Highway 6 (Hickman Road) that pass through the City of Windsor Heights. The duration of the agreement is five years, and it is proposed to begin on July 1, 2026, running through June 30, 2031. City staff maintains a positive working relationship with the Iowa DOT and their respective maintenance garages Grimes (HWY 6) and Carlise (HWY 28). This agreement language is standard for cities in the State of Iowa.

Recommendation:

It is the recommendation of the Public Works Director for the Windsor Heights City Council to renew the 28E Agreement with the Iowa Department of Transportation.

ATTACHMENTS

1. Windsor Heights IDOT 28E
2. Resolution No. 2026-18 Resolution Approving IDOT 28E



Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Windsor Heights, Polk County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

- I. The Department shall maintain and repair:
 - A. Freeways (functionally classified and constructed)
 - 1. Maintain highway features including ramps and repairs to bridges.
 - 2. Provide bridge inspection.
 - 3. Highway lighting.
 - B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)
 - 1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
 - 2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
 - 3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
 - 4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
 - 5. Vehicular Bridges: Structural maintenance and painting as necessary.
 - 6. Provide bridge inspection.
 - C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)
 - 1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.
 - D. City Streets Crossing Freeway Rights of Way (See II.C)
 - 1. Roadsides within the limits of the freeway fence.
 - 2. Surface drainage of right of way.
 - 3. Traffic signs and pavement markings required for freeway operation.
 - 4. Guardrail at piers and bridge approaches.
 - 5. Bridges including deck repair, structural repair, berm slope protection and painting.
 - 6. Pavement expansion relief joints and leveling of bridge approach panels.
- II. The Municipality shall maintain and repair:
 - A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)
 - 1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
 - 2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
 - 3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the “Manual on Uniform Traffic Control Devices for Streets and Highways.”
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five-year period from July 1, **2026** to June 30, **2031**

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

Windsor Heights

MUNICIPALITY

By _____

Date _____

IOWA DEPARTMENT OF TRANSPORTATION

By _____
District Engineer

Date _____

RESOLUTION NO. 2026-18

**A RESOLUTION APPROVING A 28E AGREEMENT WITH THE IOWA
DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE AND REPAIR
OF PRIMARY ROADS WITHIN THE CITY OF WINDSOR HEIGHTS**

WHEREAS, the City of Windsor Heights and the Iowa Department of Transportation (IDOT) desire to enter into an agreement pursuant to Chapter 28E of the Code of Iowa regarding the maintenance, repair, and minor reconstruction of primary roads located within the municipal boundaries of Windsor Heights; and

WHEREAS, the agreement outlines the responsibilities of the Iowa Department of Transportation and the City of Windsor Heights for maintenance activities including pavement maintenance, traffic control devices, drainage, snow and ice removal, and related roadway infrastructure; and

WHEREAS, the agreement establishes that the Iowa Department of Transportation will maintain specified portions of primary roadways and associated infrastructure, while the City of Windsor Heights will maintain designated municipal responsibilities such as parking lanes, sidewalks, drainage facilities, and traffic signal operations; and

WHEREAS, the agreement will be in effect for a five-year period beginning July 1, 2026 and ending June 30, 2031.

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

1. The 28E Agreement between the City of Windsor Heights and the Iowa Department of Transportation for the maintenance and repair of primary roads within the City is hereby approved.
2. The Mayor is hereby authorized and directed to execute the agreement on behalf of the City of Windsor Heights.
3. The City Clerk is directed to attest the Mayor's signature and maintain the agreement as an official record of the City.

PASSED AND APPROVED THIS 16th day of March, 2026.

By: _____
Mike Jones, Mayor

ATTEST:

By: _____
Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**
March 16, 2026

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Resolution No. 2026-19 - A Resolution Accepting the Acquisition of Real Estate Interests and Authorizing Acquisition of Such Real Property (1122 65th Street)

GENERAL INFORMATION

The property owner of 1122 65th St. has agreed to a standard purchase agreement with a purchase price of \$65,000. The seller shall be responsible for outstanding property taxes due and their prorated share. The owner has agreed to a delayed closing date of on or before August 18, 2026, to allow the City time to update the Urban Renewal Plan to include the acquisition of this property. Work to amend the plan is currently underway.

Once acquired, the buildings on the property will be inspected for asbestos, abated as necessary and demolished. Any trees that conflict with the stormwater pipe planned as part of the 65th St. storm sewer addition will also be planned for removal at this time. Construction of the 65th St. storm sewer project is anticipated to occur late 2026 or early 2027. After the project is complete, City Council may elect for the property to be resold for low-density residential redevelopment with a storm water easement in place.

Staff Recommendation:

Authorize execution of the purchase agreement as drafted, with planned utilization of available TIF funds to complete the acquisition.

ATTACHMENTS

1. Resolution No. 2026-19 Authorizing 1122 65th St. Property Purchase
2. 1122 65th St. Signed Purchase Agreement (Seller)

RESOLUTION NO. 2026-19

Resolution Accepting The Acquisition Of Real Estate Interests And Authorizing Acquisition Of Such Real Property

WHEREAS, the Windsor Heights' Capital Improvement Plan calls for installation of storm sewer along 65th St. south of University Ave.

WHEREAS, 1122 65th St., Windsor Heights, IA is the proposed pathway for the storm sewer addition to connect to existing storm sewer on 66th St.

WHEREAS, 1122 65th St. is in a state of disrepair and it has been determined to be in the interest of the city to acquire the property to facilitate the storm sewer connection and demolish the vacant structures.

WHEREAS, valuations for the permanent real estate interests needed for the project were considered and accepted by the City to determine the compensation to be paid to property owners, and

WHEREAS, the property owner listed on the attached purchase agreement has executed the appropriate documents to convey necessary property to the City for the Project, in accordance with the values approved by the City.

BE IT RESOLVED BY THE CITY COUNCIL OF WINDSOR HEIGHTS, IOWA, that the real estate interests needed for the project as listed in the attached documents are accepted and the City Council authorizes the City Administration to execute necessary agreements and make payment to the property owners in accordance and subject to fulfillment of the terms with the executed agreements.

PASSED AND APPROVED, this 16th day of March 2026.

Mike Jones, Mayor

ATTEST:

Adam Strait, City Clerk



RESIDENTIAL PURCHASE AGREEMENT

TO: Stephen Netteland (SELLERS)

The City of Windsor Heights (BUYER) hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Polk County, Iowa, locally known as 1122 65th Street, Windsor Heights, Iowa 50324 and legally described as:

The South 62.5 feet of Lot One (1) in COOPER PLACE, an Official Plat, now included in and forming a part of the City of Windsor Heights, Polk County, Iowa

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, are permitted to use the Property for residential purposes:

1. PURCHASE PRICE.

The Purchase Price shall be \$65,000.00 and the method of payment shall be as follows: \$0.00 with this offer; and the balance of the Purchase Price:

in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. This Agreement is contingent upon BUYER successfully adding the Property to its urban renewal plan in order to access appropriate funding for the purchase.

2. REAL ESTATE TAXES.

A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given.

BUYER shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

C. BUYER shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

- A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of Closing.
- B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.
- C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.
- D. BUYER shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE.

SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING.

If BUYER timely perform all obligations, and the City completes its revisions to the urban renewal plan, possession of the Property shall be delivered to BUYER on or before August 18th, 2026, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYER' attorney and vacation of the Property by SELLERS, but prior to possession by BUYER. SELLERS agree to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER under the Agreement.

6. FIXTURES.

Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following:

The following items shall not be included:

7. CONDITION OF PROPERTY.

- A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.
- B. Within 30 days after the acceptance of this Agreement BUYER may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYER may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYER in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYER shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYER.

8. ABSTRACT AND TITLE.

SELLERS, at their expense, shall obtain an abstract of title to the Property continued through June 15, 2026, and deliver it to BUYER' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.

9. SURVEY.

BUYER may, at BUYER' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.

10. ENVIRONMENTAL MATTERS.

(a) SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial

sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: _____.

(b) BUYER may at their expense, within 30 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED.

Upon payment of the purchase price, SELLERS shall convey the Property to BUYER by Warranty Deed deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYER.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.

If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYER in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE.

SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

14. STATEMENT AS TO LIENS.

If BUYER intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYER with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE.

At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. REMEDIES OF THE PARTIES.

- A. If BUYER fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLERS fail to timely perform this Agreement, BUYER have the right to have all payments made returned to them.
- C. BUYER and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

17. NOTICE.

Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

18. CERTIFICATION.

BUYER and Sellers each certify that they are 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 are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

19. GENERAL PROVISIONS.

In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.

Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

21. ADDITIONAL PROVISIONS: (check if applicable)

- ☐ A. TERMITE INSPECTION. BUYER at their expense shall have the Property inspected for

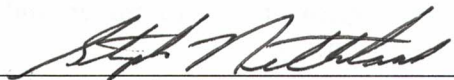
termites or other wood destroying insects by a licensed pest inspector prior to closing. If active infestation or damage due to prior infestation is discovered, SELLERS shall have the option of either having the Property treated for infestation by a licensed pest exterminator and having any damage repaired to the BUYER' satisfaction or, declaring this Agreement null and void and returning all earnest money to BUYER. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages. BUYER may accept the property in its existing condition without such treatment or repairs.

- ☐ B. WELL TEST. SELLERS, at _____ S' expense, shall provide BUYER, within _____ days after acceptance of this offer, a report issued by the county health department, or a qualified testing service, indicating the location of any well on the Property and that water from each well (1) is safe for its intended use and (2) is in sufficient quantity for its intended use. If BUYER receive an unsatisfactory report, the basis for which cannot be resolved between BUYER and SELLERS within _____ days of receipt thereof, then upon written notice from BUYER to SELLERS, this agreement shall be null and void and all earnest money paid shall be returned immediately to BUYER.
- ☐ C. RADON TEST. Within - _____ days after the date of acceptance of this offer, SELLERS, at _____ S' expense, shall have the property tested for the presence of Radon gas by a qualified professional and shall provide the written results of such test to BUYER within the same time period. If said results reveal the presence of Radon in the Property at a level greater than 4.0 pCi/L and SELLERS do not agree to remediate the Property at SELLERS' expense such that the Radon levels in the Property are reduced to a level below 4.0 pCi/L, then BUYER shall have the option to terminate this agreement, in which case all earnest money shall be returned to BUYER and this Agreement shall be of no further force or effect.
- ☐ D. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before _____, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER.

Accepted 3/4/2024

Dated _____.



Stephen Netteland

Address:

27908 R Avenue

Adel, IA 50003

Telephone: 515-771-2073

ADDENDUM FOR INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within _____ days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within _____ days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

____ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of \$ _____ Dollars into escrow with _____ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

____ There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard Statement to be filed at closing.

Mike Jones, Mayor of City of Windsor Heights

Address:

1145 66th Street

Windsor Heights, IA 50324

Telephone: _____

There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number _____.



STAFF REPORT
CITY COUNCIL
March 16, 2026

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Resolution No. 2026-21 - A Resolution Approving an Agreement with the Foundation and Thirsty Pigs for the 2026 Nights in the Heights Concert Series

GENERAL INFORMATION

This action authorizes staff to enter into an agreement with the Windsor Heights Foundation and Thirsty Pigs for the use of the pavilion and permission to amplify sound at no cost for the 2026 Nights in the Heights concert series. The events are scheduled for June 30, July 7, July 14, July 21, July 28, and August 4, 2026.

Thirsty Pigs has agreed to the alcohol service area as shown on the map highlighted in green below. "No Alcohol Beyond This Point" signs will be placed by Thirsty Pigs at the red-dot locations indicated on the map. Thirsty Pigs will be required to obtain Special Class C five-day beer and wine licenses to serve alcohol during each event which they can terminate following the event. These beer and wine licenses will be submitted to the City Council for consideration upon receipt from the State ABD.

An off-duty police officer will be required to be hired to monitor the event.



ATTACHMENTS

1. Resolution No. 2026-21 Resolution Approving an Agreement with the Foundation and Thirsty Pigs for the 2026 Nights in the Heights Series

RESOLUTION NO. 2026-21

**A RESOLUTION APPROVING AN AGREEMENT WITH THE WINDSOR HEIGHTS
FOUNDATION AND THIRSTY PIGS FOR THE 2026 NIGHTS IN THE HEIGHTS CONCERT
SERIES**

WHEREAS, the City of Windsor Heights supports community events that enhance quality of life and encourage community engagement; and

WHEREAS, the Windsor Heights Foundation, in partnership with Thirsty Pigs, has proposed hosting the 2026 Nights in the Heights concert series at the Colby Park Pavilion; and

WHEREAS, the proposed events are scheduled for June 30, July 7, July 14, July 21, July 28, and August 4, 2026; and

WHEREAS, the agreement authorizes the use of the pavilion and permission to amplify sound for the events at no cost to the Windsor Heights Foundation and Thirsty Pigs; and

WHEREAS, Thirsty Pigs will establish a designated alcohol service area as identified in the event site plan and will place “No Alcohol Beyond This Point” signage at designated locations; and

WHEREAS, Thirsty Pigs intends to obtain Special Class C five-day beer and wine licenses for each event, which will be submitted to the City Council for approval upon receipt; and

WHEREAS, an off-duty police officer will be required to be hired to monitor each event for public safety.

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

1. The City Council hereby approves the agreement between the City of Windsor Heights, the Windsor Heights Foundation, and Thirsty Pigs for the 2026 Nights in the Heights concert series.
2. The use of the Colby Park Pavilion and sound amplification for the scheduled events is hereby authorized at no cost as outlined in the agreement.
3. Thirsty Pigs shall obtain all required Special Class C five-day beer and wine licenses, subject to City Council approval.
4. Thirsty Pigs shall maintain the designated alcohol service area and signage as indicated in the approved site plan.

5. An off-duty police officer shall be hired for each event to monitor the activities and ensure public safety.
6. The City Administrator is hereby authorized and directed to execute the agreement on behalf of the City.

PASSED AND APPROVED this 16th day of March, 2026.

Mike Jones, Mayor

ATTEST:

Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
March 16, 2026

TO: CITY COUNCIL

FROM:

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

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
March 16, 2026

TO: CITY COUNCIL
FROM: Adam Strait, City Clerk
SUBJECT: Code Project Update

GENERAL INFORMATION

Staff is currently working with Simmering-Cory to complete a comprehensive update and reorganization of the City Code of Ordinances. This project is intended to modernize the code, incorporate previously adopted ordinance amendments, and improve organization and readability.

A full draft of the updated code was provided to City staff during the week of March 9, 2026.

Current Status

Staff is currently reviewing the draft to ensure that all previously adopted ordinances, updates, and revisions have been properly incorporated into the document. This review will help identify any necessary corrections prior to the public hearing and formal adoption process.

There has been a delay in the completion of the draft due to staffing limitations at Simmering-Cory. Since the beginning of the year, the firm has had only one code writer assigned to ordinance codification projects, which has significantly slowed the overall timeline. Additionally, the code writer was out of the office for approximately ten days in February, further contributing to the delay.

Despite these challenges, the project is now moving forward and staff anticipates beginning the formal adoption process in April.

Next Steps

Staff intends to bring forward a resolution at the April 6, 2026 City Council meeting to set the public hearing for the code update.

Following the public hearing, the first reading of the ordinance adopting the updated City Code is anticipated to begin at the April 20, 2026 City Council meeting.

ATTACHMENTS

None