



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, May 6, 2024 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST
ZOOM: <https://us02web.zoom.us/j/7832856334>
Meeting ID: 783 285 6334

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

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approval of the Agenda**
3. **Public Forum:** This is time set aside for comments from the public on topics of City business other than those listed on the agenda. No action may be taken. Please come to the podium, state your name and address for the record and keep your comments to no more than 5 minutes.
4. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
 - A. Approve Minutes of the Regular Council Meeting on April 15, 2024
 - B. Approve Financial Reports
 - C. Approve Liquor License - Mojitos Mexican Grill - 6611 University Ave Ste 100
 - D. Approve 2023 PCC Patching Project Change Order 1
 - E. Approve 2023 PCC Patching Project Pay Request 2 -Final
 - F. Approve 2023 PCC Patching Project Final Acceptance and Certificate of Completion
 - G. Approve Resolution 2024-34 Setting the Date for the Sale of General Obligation Urban Renewal Bonds, Series 2024A and Authorizing the Use of a Preliminary Official Statement in Connection Therewith
 - H. Approve 2023 Colby Park Improvements Pay Request 4 and Change Order 2
5. **Action Items:**
 - A. Consideration of Estimated 73rd Street Iowa Communications Network Fiber Relocation Costs
 - B. Consideration of Food Truck Change Order
 - C. Consideration of the 1st Reading of Ordinance 2024-04 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by Amending Chapter 185, Governing Floodplain Management
 - D. Consideration of the 2nd Reading of Ordinance No. 2024-03 - An Ordinance

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.

Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by
Amending Chapter 136, Governing Sidewalk Regulations

- E. Consideration of the 3rd Reading of Ordinance No. 2024-02 - An Ordinance
Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by
Amending Chapter 101 Relating to the Storm Water Drainage; and to Adopt and
Publish

6. Reports:

- A. Mayor, Council Reports and Committee Updates, and Administration Reports
 - i Code Enforcement : Q1 2024 (1/1/24-3/31/24)
 - ii 2023 Public Safety Annual Report

7. Adjourn

The agenda was posted on the official bulletin boards, posted to www.windsorheights.org, and city social media platforms in compliance with the requirements of city ordinances and the open meetings law.

City of Windsor Heights Regular Business Meeting Minutes
Monday, April 15, 2024 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST

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

Mayor Jones called the meeting to order at 6:00 PM. Council members present: Susan Skeries, Michael Libbie, Lauren Campbell, Threase Harms, and Joseph Jones. Staff present: City Administrator Adam Plagge, City Clerk Adam Strat, Finance Director Rachelle Swisher, Police Chief Pete Roth, Fire Chief Jim Mease, Public Works Director Jason Roberts, City Engineer Justin Ernst

2. Approval of the Agenda

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

3. Presentation from CatchDSM by President & CEO Greg Edwards

Greg Edwards presented on CatchDSM efforts.

A. Presentation Document

4. Public Hearing:

A. Public Hearing on Adopting FY25 Budget

Motion by Threase Harms to open the public hearing at 6:15 PM. Seconded by Joseph Jones. Motion passed 5-0. Rachelle Swisher presented the FY25 City budget. No public comment given. Motion by Threase Harms to close the public hearing at 6:19 PM. Seconded by Susan Skeries. Motion passed 5-0.

B. Consideration of Resolution 2024-28 - A Resolution Approving and Adopting the Annual City of Windsor Heights Operating Budget for Fiscal Year 2024-2025

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

C. Public Hearing on Proposed Amendment to the Windsor Heights Consolidated Urban Renewal Area

Motion by Threase Harms to open the public hearing at 6:20 PM. Seconded by Skeries. Motion passed 5-0. Adam Plagge spoke towards the need and future planned use for the updated URP. No public comment given. Motion by Threase Harms to close the public hearing at 6:27 PM. Seconded by Susan Skeries. Motion passed 5-0.

D. Consideration of Resolution 2024-29 - A Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Windsor Heights Consolidated Urban Renewal Area

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

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

Mark Arends of 6401 Franklin Ave - Gave an update on the Windsor Heights Foundation including the July 4 Nights in the Heights concert will be held July 2 due to no fireworks this year because of Colby Park construction, the rest of Nights in the Heights will continue as normal, and will kick off the concert series with the annual Ice Cream Social on June 23.

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

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

- A. Approve Minutes of the Regular Council Meeting on April 1, 2024
- B. Approve Minutes of the Special Council Meeting on April 1, 2024
- C. Approve Finance Reports
- D. Approve Scope and Fee for Construction Materials Testing Regarding 73rd Street Improvements From University Avenue to Hickman Road (IDOT # STP-U-8477(615)—70-77)
- E. Approve 2023 Colby Park Improvements Pay Request 3
- F. Approve Community Letter of Support of DART's Operations and Maintenance Facility 2024 Buses and Bus Facilities Grant Application
- G. Approve Resolution 2024-30 - A Resolution Naming the Trail Paths Within Windsor Heights City Limits "The Windsor Trail"
- H. Approve Resolution 2024-33 - A Resolution Accepting and Approving the Final Plat for Windsor Crossing Plat 1 (Silverstar Addition)
- I. Approve And File Flood Response Plan

7. **Action Items:**

- A. Consideration of Earth Day Proclamation
Mike Jones spoke towards the proclamation. Motion by Joseph Jones to APPROVE. Seconded by Susan Skeries . Motion passed 5-0.
- B. Consideration of WestCom National Public Safety Telecommunicators Week Proclamation
WestCom representatives Matt McQuillen, chair of the WestCom Management Committee, and Chief Udell F. Mentola, WestCom Chief, spoke towards WestCom's mission and impact on Windsor Heights as well as future plans such as finding a new location as operations grow. Motion by Threase Harms to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.
- C. Consideration of the 1st Reading of Ordinance No. 2024-03 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by Amending Chapter 136, Governing Sidewalk Regulations
Adam Plagge spoke about the ordinance updates such as cleaning up the current sidewalk regulations and enforcement. He noted that notifications to residents

with faulty sidewalk panels would start prior to the ordinance passing to keep on the proposed schedule. Susan Skeries noted this was discussed in the Public Works Committee and had their support. Lauren Campbell noted it could be a surprise burden for residents. Adam then referenced the sidewalk grant program and the City's ability to do a special assessment to assist in the financial burden. Motion by Threase Harms to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

- D. Consideration of the 2nd Reading of Ordinance No. 2024-02 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by Amending Chapter 101 Relating to the Storm Water Drainage

Adam Plagge stated there has been no public comment and no staff changes to the ordinance. Motion by Michael Libbie to APPROVE. Seconded by Threase Harms . Motion passed 5-0.

- E. Consideration of Union Contract with IAFF Local 5274

Jim Mease presented the contract. Stated that he felt staff reached a good contract with the union. Motion by Threase Harms to APPROVE. Motion passed 5-0.

- F. Consideration of Resolution 2024-31 - A Resolution Approving and Updating the CEC Guidelines and Information

Adam Plagge and Nate Leuthold presented the new CEC guidelines that were updated during the March 25 work session. Lauren Campbell asked for gaff tape to be include as acceptable in addition to painters tape. DJs or photographers typically use it to cover wires on the ground for tripping prevention. Council was in agreement. Michael Libbie proposed a new third pricing level for residents which would separate it from the non-profit rate. This would give something more back to residents and hopefully boost utilization during the week. Numbers presented ranged from 30% to 50% off the hourly weekday hourly rate. The weekend rate would remain the same. Council agreed on a new resident rate but for it to be based off of the non-resident rate and not the reduced non-profit rate. Motion by Threase Harms to APPROVE
Consideration of Resolution 2024-31 - A Resolution Approving and Updating the CEC Guidelines and Information including the addition of gaff tape as acceptable and a new resident rate of 30% the non-resident rate. Seconded by Susan Skeries . Motion passed 5-0.

- G. Consideration of Resolution 2024-32 - A Resolution Approving an Updated Fee Schedule for the City of Windsor Heights

Adam Plagge presented and noted that the resolution would reflect item F's additional resident CEC rate. Motion by Threase Harms to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

8. Reports:

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

Threase Harms - Gave a MAC update - Noted the storm water bill was signed into law to which Adam Plagge stated staff was looking into the impacts, Nothing else of significant impact to the City, Has received a lot of questions about 73rd Street as well as The Windsor

Lauren Campbell - Getting ready for the Earth Day celebration, WHAMM registration is open and there has been about a dozen registered, Noted as Greg Edwards presented the national speech and debate tournament which is

honoring former coach and mentor the late Tim Sheaff

Michael Libbie - Attended the ICON meeting on April 9, the meeting focused on water quality in Iowa with focus on waste in area waters, Meet with someone interested in the Board of Adjustments opening

Joseph Jones - Gave a DART update - A week from tomorrow there will be a public hearing for the FY25 budget, Hoping for good news to share at the next Council meeting

Susan Skeries - Working on Earth Day Celebration, Thank you to Adam and Lauren with helping with social media efforts, There is still a need for volunteers but there are a lot of stream cleanup volunteers from MidAmerican, Metronet, and Residents, Cumulus Radio will do blips on the event throughout week, Attended the MWA Executive board meeting and will be attending the regular MWA meeting on Wednesday, Attending first CatchDSM meeting on Thursday, and will be holding a Special Events committee meeting on Friday, Hoping to attend the Homelessness committee but waiting on a meeting reschedule for the committee

i Mayor's Report

ii Fire Chief's Report

iii Police Chief's Report

9. **Adjourn**

Motion by Threase Harms to adjourn at 7:50 PM. Seconded by Susan Skeries. Motion passed 5-0.

Mike Jones, Mayor

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

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

GENERAL INFORMATION

ATTACHMENTS

1. Claims Report

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
1 CORP	CLOTHING ALLOWANCE		363.78	56734	4/24/24
AIRGAS	OXYGEN		4.56	56735	4/24/24
AMAZON CAPITAL SERVICES	EARTH DAY		403.67	56697	4/16/24
AMERITAS LIFE INS. CORP.	VISION INS	319.08		4829	4/15/24
AMERITAS LIFE INS. CORP.	DENTAL INS	3,246.56		4830	4/15/24
AMERITAS LIFE INS. CORP.	VISION INS	258.14	3,823.78	4867	4/24/24
ASSURITY	ASSURITY		773.04	4871	4/24/24
BAKER GROUP	LABOR AND MATERIALS ROOF		1,296.78	56698	4/16/24
BANKERS TRUST COMPANY	CC FEES	558.14		4831	4/15/24
BANKERS TRUST COMPANY	CC FEES	73.08		4832	4/15/24
BANKERS TRUST COMPANY	CC FEES	36.08		4833	4/15/24
BANKERS TRUST COMPANY	CEC ICE MACHINE REPAIRS	1,431.77	2,099.07	56701	4/16/24
BOLTON & MENK	73RD ST PHASE 2 RAISE GRANT	66,682.00		56702	4/16/24
BOLTON & MENK	COLBY PARK DESIGN	37,683.50	104,365.50	56736	4/24/24
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	658.07		56703	4/16/24
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	307.83	965.90	56737	4/24/24
BREESE, TAMMY	APRIL CELL PHONE		50.00	56738	4/24/24
BRICK GENTRY PC	MARCH LEGAL FEES		5,917.50	56704	4/16/24
CALIBER CONCRETE LLC	COLBY PARK PAY REQUEST #3		47,245.40	56692	4/12/24
CINTAS	SUPPLIES		35.14	56739	4/24/24
CITY OF URBANDALE	CROSSING GUARD	855.29		56705	4/16/24
CITY OF URBANDALE	HICKMAN ROAD TRAFFIC SIGNALS	240.54	1,095.83	56740	4/24/24
CITY OF WEST DES MOINES	WESTCOM		12,602.18	56693	4/12/24
CLIVE POWER EQUIP.	CHAIN SAW REPAIRS		220.47	56741	4/24/24
CONSTRUCTION MATERIALS TESTING	68TH ST NORTH		938.75	56706	4/16/24
CONTRACTORS RENTAL CO.	EQUIPMENT RENTAL		50.00	56707	4/16/24
DELL MARKETING LP	R750 SERVER/R450 SERVER		15,792.17	56742	4/24/24
DES MOINES REGISTER	NEWSPAPER DELIVERY		86.98	56708	4/16/24
DES MOINES WATER WORKS	1133 66TH ST		75.80	56709	4/16/24
EMPLOYEE BENEFIT SYSTEMS	HEALTH INS		20,222.34	4862	5/01/24
FAST SIGNS	CEC SIGNS		155.68	56710	4/16/24
FEDERAL TAX DEPOSIT	FED/FICA TAX		26,979.56	4868	4/24/24
FIRE SERVICE TRAINING BUREAU	TRAINING		600.00	56711	4/16/24
FREEDOM TIRE & AUTO CENTER INC	NEW TIRES #7229		788.00	56743	4/24/24
GALLS INC	CLOTHING ALLOWANCE		153.70	56744	4/24/24
GANNETT IOWA LOCALIQ	PUBLICATIONS		1,077.00	56745	4/24/24
GOODRICH, WILLIAM	APRIL CELL PHONE		50.00	56746	4/24/24
GRAINGER	CEC SUPPLIES		2.59	56747	4/24/24
GREATER D.M. PARTNERSHIP	PLAGGE DC TRIP		14,500.00	56748	4/24/24
GRIMES ASPHALT & PAVING	STREET MAINTENANCE SUPPLIES		187.50	56712	4/16/24
GUIDED LIGHT, LLC	ERGONOMICS TRNG		800.00	56694	4/12/24
HAWKEYE TRUCK EQUIPMENT	SUPPLIES		17.00	56713	4/16/24
O'DONNELL ACE HICKMAN	SUPPLIES		24.26	56749	4/24/24
HOTT OFF THE PRESS	FEBRUARY NEWSLETTER		1,646.94	56750	4/24/24
HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES		59.18	56714	4/16/24
ICMA RETIREMENT TRUST	ICMA	1,294.84		4834	4/16/24
ICMA RETIREMENT TRUST	ICMA	546.75		4865	4/24/24
ICMA RETIREMENT TRUST	ICMA	1,272.36	3,113.95	4872	4/24/24
INDEPENDENT PUBLIC ADVISORS	QTRLY RETAINER		2,250.00	56695	4/12/24
INTERSTATE ALL BATTERY	BATTERY #7221		180.60	56751	4/24/24
IOWA DEPT OF PUBLIC SAFETY	FY24 QRTLY PAYMENT		351.00	56752	4/24/24
DEPT OF HUMAN SERVICES	APRIL/MAY STATE SHARE GEMT		4,884.38	56753	4/24/24
IOWA STATE UNIVERSITY	DTIMS ANNUAL MAINTENANCE		1,500.00	56715	4/16/24
IPERS	PROTECT IPERS		33,403.80	4864	4/24/24

Vendor Checks: 4/11/2024- 5/02/2024

Payroll Checks: 4/11/2024- 5/02/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
IRLBECK, MICHAEL	APRIL CELL PHONE		50.00	56754	4/24/24
ISOLVED BENEFIT SERVICES	FLEX - BENEFITS		1,810.00	4869	4/24/24
JOHNSON, KYLE	APRIL CELL PHONE		50.00	56755	4/24/24
JONES, BRIAN	FDIC FUEL REIMBURSEMENT		204.28	56756	4/24/24
KING'S MATERIAL, INC	PLAYGROUND MULCH		156.78	56716	4/16/24
LARSON, ANDY	APRIL CELL PHONE		50.00	56757	4/24/24
LEUTHOLD, NATE	APRIL CELL PHONE		50.00	56758	4/24/24
LOGAN CONTRACTORS SUPPLY	FLAGS/MARKING PAINT		163.38	56759	4/24/24
MANHATTANLIFE	MANHATTAN LIFE	288.74		4870	4/24/24
MANHATTANLIFE	BENEFITS	99.77		56717	4/16/24
MANHATTANLIFE	BENEFITS	170.00	558.51	56760	4/24/24
MEASE, JIM	APRIL CELL PHONE		50.00	56761	4/24/24
MENARDS	DOG PARK SUPPLIES		310.62	56718	4/16/24
METRONET	INTERNET		417.81	56762	4/24/24
MIDAMERICAN ENERGY	1133 66TH ST	678.30		4837	4/16/24
MIDAMERICAN ENERGY	1145 66TH ST	212.97		4838	4/16/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	18.99		4839	4/16/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	522.72		4840	4/16/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	18.57		4841	4/16/24
MIDAMERICAN ENERGY	6800 SCHOOL ST	182.66		4842	4/16/24
MIDAMERICAN ENERGY	7116 UNIV AVE	24.67		4843	4/16/24
MIDAMERICAN ENERGY	6800 SCHOOL ST	344.55		4844	4/16/24
MIDAMERICAN ENERGY	7001 UNIV AVE	25.32		4845	4/16/24
MIDAMERICAN ENERGY	6300 UNIV AVE	25.99		4846	4/16/24
MIDAMERICAN ENERGY	801 73RD ST	34.78		4847	4/16/24
MIDAMERICAN ENERGY	951 73RD ST	19.10		4848	4/16/24
MIDAMERICAN ENERGY	1140 73RD ST	28.26		4849	4/16/24
MIDAMERICAN ENERGY	1601 73RD ST	14.25		4850	4/16/24
MIDAMERICAN ENERGY	1804 73RD ST	10.00		4851	4/16/24
MIDAMERICAN ENERGY	6410 HICKMAN RD	26.80		4852	4/16/24
MIDAMERICAN ENERGY	1443 73RD ST	10.00		4853	4/16/24
MIDAMERICAN ENERGY	2227 63RD ST	25.41		4854	4/16/24
MIDAMERICAN ENERGY	6440 HICKMAN RD	60.89		4855	4/16/24
MIDAMERICAN ENERGY	6739 UNIV AVE	99.20		4856	4/16/24
MIDAMERICAN ENERGY	7290 UNIV AVE	26.51		4857	4/16/24
MIDAMERICAN ENERGY	STREET LIGHTS	3,172.83		4858	4/16/24
MIDAMERICAN ENERGY	6540 UNIV AVE	130.04	5,712.81	4859	4/16/24
MOTOROLA SOLUTIONS, INC	POLICE RADIOS		74.80	56719	4/16/24
NORRIS, CHAD	CLOTHING ALLOWANCE		119.34	56763	4/24/24
PITNEY BOWES CREDIT CORP	POSTAGE METER LEASE		152.22	4835	4/16/24
PLAGGE, ADAM	APRIL CELL PHONE		67.11	56764	4/24/24
PREMIER AUTOMOTIVE	7229 OIL CHANGE		132.85	56720	4/16/24
QPS EMPLOYMENT GROUP	4/6/24 DOUGLAS, LOUIS		546.84	56721	4/16/24
QUALITY PEST CONTROL, INC	PEST CONTROL		135.00	56722	4/16/24
RELIASTAR LIFE INS CO	NISSAN		75.00	56723	4/16/24
ROBERTS, JASON	APRIL CELL PHONE		50.00	56765	4/24/24
ROE CONSULTING LLC	FLOOD PLANNING PHASE 2		1,850.00	56724	4/16/24
ROTH, PETE	APRIL CELL PHONE		50.00	56766	4/24/24
SECRETARY OF STATE	NOTARY - LEUTHOLD		90.00	56696	4/12/24
SECTOR	REPAIRS		38.75	56767	4/24/24
SECURITY EQUIPMENT INC	DOOR POWER SUPPLY		1,215.15	56725	4/16/24
SAVING OUR AVIAN RESOURCES	EARTH DAY BIRDS		375.00	56768	4/24/24
STANDARD INSURANCE COMPANY	LIFE/LTD/STD		1,876.55	56769	4/24/24
STAR EQUIPMENT LTD	EQUIPMENT RENTAL		182.00	56726	4/16/24

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
STRAIT, ADAM	APRIL CELL PHONE		50.00	56770	4/24/24
STREET COLLECTIVE	REGIONAL TRAIL MAPS		77.50	56771	4/24/24
STREICHER'S	CLOTHING ALLOWANCE		2,849.00	56727	4/16/24
SWISHER, RACHELLE	APRIL CELL PHONE		50.00	56772	4/24/24
TREASURER STATE OF IOWA	STATE TAX		7,986.27	4866	4/24/24
TRIVISTA - IOWA	REPAIRS		4,190.13	56728	4/16/24
UNITED STATE TREASURY	PCOR FEE FEDERAL TAX DEPOSIT		87.00	4860	4/17/24
UPHDM OCCUPATIONAL MED	POLICE PHYSICAL		575.83	56729	4/16/24
CAPITAL ONE	EQUIPMENT		168.00	56730	4/16/24
WEST DES MOINES TRUE VALUE	SMALL DOG PARK REPAIRS		188.40	56731	4/16/24
WEX FLEET UNIVERSAL	FUEL		2,846.24	4836	4/16/24
ZIEGLER INC.	TRUCK 5 & 6 REPAIRS		133.20	56732	4/16/24
ZIMCO SUPPLY CO	GRASS SEED		430.00	56733	4/16/24
			=====		
Accounts Payable Total			347,400.15		

Payroll Checks

001	GENERAL	63,756.08
110	ROAD USE TAX	8,072.44
740	STORM WATER	1,873.76

Total Paid On: 4/12/24		73,702.28
001	GENERAL	65,187.07
110	ROAD USE TAX	7,297.48
740	STORM WATER	1,549.41

Total Paid On: 4/26/24		74,033.96
		=====
Total Payroll Paid		147,736.24
		=====
Report Total		495,136.39
		=====

**CLAIMS REPORT
CLAIMS FUND SUMMARY****Payroll Checks: 4/11/2024- 5/02/2024**

FUND	NAME	AMOUNT
001	GENERAL	286,468.89
110	ROAD USE TAX	36,472.40
112	EMPLOYEE BENEFITS	28,663.50
303	COLBY PARK	70,584.90
314	UNIVERSITY AVE ST PROJECT	9,534.00
319	2020 STREET PROJECTS	644.00
322	73RD STREET PROJECT	30,610.50
323	68TH ST NORTH	10,160.25
350	CAPITAL EQUIPMENT FUND	15,866.97
740	STORM WATER	6,130.98

	TOTAL FUNDS	495,136.39



STAFF REPORT
CITY COUNCIL
May 6, 2024

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Liquor License - Mojitos Mexican Grill - 6611 University Ave Ste 100

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 2023 PCC Patching Project Change Order 1

GENERAL INFORMATION

ATTACHMENTS

1. 2023 PCC Patching Change Order No.1 signed



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

April 26, 2024

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

RE: 2023 PCC Patching Project
Change Order 1

Dear Mr. Plagge

Submitted for your approval is Change Order 1 for the above-mentioned project. Change Order 1 includes the final construction quantity adjustment required for contract closeout. The change order finalizes the total contract amount for the project. The approved contract value of \$456,196.00 will be decreased \$17,545.20 for a total final contract value of \$438,650.80. Please see Change Order 1 for a full summary of the change items.

Bolton & Menk, Inc. recommends the approval of Change Order 1. Upon approval of Change Order 1, 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 Iowa Civil Contracting.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, P.E.
Project Manager

Enclosure

CHANGE ORDER FORM

NO.: 001

Owner: City of Windsor Heights
 Engineer: Bolton & Menk, Inc.
 Contractor: Iowa Civil Contracting
 Project: 2023 PCC Patching Project
 Contract Name: 2023 PCC Patching Project
 Date Issued: April 25, 2024
 Owner's Project No.:
 Engineer's Project No.: 0A1.127458
 Contractor's Project No.:
 Effective Date of Change Order: May 6, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Adjusting project quantities due to project being finalized

Attachments:

Quantity adjustment

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 456,196.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Decrease from previously approved Change Orders No. 0 to No. 0 \$ 0	
Contract Price prior to this Change Order: \$ 456,196.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Decrease this Change Order: \$ 17,545.20	Increase this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 438,650.80	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)
 By: Justin Ernst
 Title: Principal Engineer
 Date: 4/26/2024

Accepted by Contractor
Puro Khushn
Project Manager
4/25/2024

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)
 By: _____
 Title: _____
 Date: _____

Final Quantity Adjustment

Bid Item					
No	Description	Amount Diff	Unit Price	Cost Difference	
1	TOPSOIL, OFF-SITE	-50.00	\$ 100.00	\$	(5,000.00)
3	INTAKE, SW-507	-1.00	\$ 17,100.00	\$	(17,100.00)
5	REMOVAL OF SIDEWALK	3.50	\$ 21.00	\$	73.50
6	REMOVAL OF DRIVEWAY	-7.10	\$ 36.00	\$	(255.60)
7	SIDEWALK, PCC, 4"	5.60	\$ 120.00	\$	672.00
8	SIDEWALK, PCC, 6"	-2.10	\$ 150.00	\$	(315.00)
9	DETECTABLE WARNING	1.50	\$ 65.00	\$	97.50
10	DRIVEWAY, PAVED, PCC, 6"	-7.10	\$ 122.00	\$	(866.20)
11	FULL DEPTH PATCHES	-30.70	\$ 145.00	\$	(4,451.50)
12	PARTIAL DEPTH PATCHES	271.00	\$ 63.10	\$	17,100.10
14	SOD	-25.00	\$ 300.00	\$	(7,500.00)
		Total		\$	(17,545.20)



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 2023 PCC Patching Project Pay Request 2 -Final

GENERAL INFORMATION

ATTACHMENTS

1. PCC Patching Pay Request #2 signed



**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

April 26, 2024

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

RE: 2023 PCC Patching Project
Pay Request 2 -Final

Dear Mr. Plagge

Submitted for your approval is Pay Request 2 for the above-mentioned project. Pay Request 2 is for a total payment of \$21,932.54. The final total value completed is \$438,650.80. This pay request releases all retainage. The project has been completed and has been accepted by the City. Please see Pay Request 2 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc. recommends the approval of Pay Request 2. Upon approval of Pay Request 2, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office and one executed copy of the pay request to Iowa Civil Contracting with payment.

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, P.E.
Project Manager

Enclosures

Owner: City of Windsor Heights Engineer: Bolton & Menk, Inc. Contractor: Iowa Civil Contracting Project: 2023 PCC Patching Project Contract: Paving	Owner's Project No.: 0A1.127458 Other Project No.:																																	
Application No.: 2 - Final Application Date: 5/6/2024 Application Period: From 5/1/2023 to 4/25/2024																																		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">456,196.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(17,545.20)</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">438,650.80</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">438,650.80</td> </tr> <tr> <td>5. Retainage</td> <td></td> <td></td> </tr> <tr> <td> a. <u> </u> X \$ 438,650.80 Work Completed</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> b. 5% X \$ - Stored Materials</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">438,650.80</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">416,718.26</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">21,932.54</td> </tr> </table>		1. Original Contract Price	\$	456,196.00	2. Net change by Change Orders	\$	(17,545.20)	3. Current Contract Price (Line 1 + Line 2)	\$	438,650.80	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	438,650.80	5. Retainage			a. <u> </u> X \$ 438,650.80 Work Completed	\$	-	b. 5% X \$ - Stored Materials	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	-	6. Amount eligible to date (Line 4 - Line 5.c)	\$	438,650.80	7. Less previous payments (Line 6 from prior application)	\$	416,718.26	8. Amount due this application	\$	21,932.54
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have																																		
Contractor: Iowa Civil Contracting																																		
Signature: <u>Brent Rhinehart</u> Name: Brent Rhinehart	Date: 4/25/2024 Title: Project Manager																																	
Recommended by Engineer By: <u>Justin Ernst</u> Name: Justin Ernst Title: Civil Project Manager Date: 4/26/2024	Approved by Owner By: _____ Name: _____ Title: _____ Date: _____																																	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Windsor Heights										Owner's Project No.:			
Engineer:	Bolton & Menk, Inc.										Engineer's Project No.: 0A1.127458			
Contractor:	Iowa Civil Contracting										Other Project No.:			
Project:	2023 PCC Patching Project													
Contract:	Paving													

Application No.:	2 - Final	Application Period:	From	05/01/23	to	04/25/24	Application Date: 05/06/24							
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A	B	C	D	E	F	F1	F2	G	H	I	J	K	L		
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Contract Information		Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
						Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Original Contract															
1	TOPSOIL, OFF-SITE	50	CY	100.00	5,000.00		-	-	-		-		5,000.00		
2	VALVE BOX ADJUSTMENT, MINOR	4	EA	1,500.00	6,000.00	4.00	6,000.00	4.00	6,000.00		6,000.00	100%	-		
3	INTAKE, SW-507	1	EA	17,100.00	17,100.00	-	-	-	-		-		17,100.00		
4	MANHOLE ADJUSTMENT, MINOR	8	EA	5,100.00	40,800.00	8.00	40,800.00	8.00	40,800.00		40,800.00	100%	-		
5	REMOVAL OF SIDEWALK	40	SY	21.00	840.00	43.50	913.50	43.50	913.50		913.50	109%	(73.50)		
6	REMOVAL OF DRIVEWAY	30	SY	36.00	1,080.00	22.90	824.40	22.90	824.40		824.40	76%	255.60		
7	SIDEWALK, PCC, 4"	25	SY	120.00	3,000.00	30.60	3,672.00	30.60	3,672.00		3,672.00	122%	(672.00)		
8	SIDEWALK, PCC, 6"	15	SY	150.00	2,250.00	12.90	1,935.00	12.90	1,935.00		1,935.00	86%	315.00		
9	DETECTABLE WARNING	35	SF	65.00	2,275.00	36.50	2,372.50	36.50	2,372.50		2,372.50	104%	(97.50)		
10	DRIVEWAY, PAVED, PCC, 6"	30	SY	122.00	3,660.00	22.90	2,793.80	22.90	2,793.80		2,793.80	76%	866.20		
11	FULL DEPTH PATCHES	1,770	SY	145.00	256,650.00	1,739.30	252,198.50	1,739.30	252,198.50		252,198.50	98%	4,451.50		
12	PARTIAL DEPTH PATCHES	1,110	SF	63.10	70,041.00	1,381.00	87,141.10	1,381.00	87,141.10		87,141.10	124%	(17,100.10)		
13	TEMPORARY TRAFFIC CONTROL	1	LS	10,000.00	10,000.00	1.00	10,000.00	1.00	10,000.00		10,000.00	100%	-		
14	SOD	25	SQ	300.00	7,500.00	-	-	-	-		-		7,500.00		
15	CONSTRUCTION SURVEY	1	LS	5,000.00	5,000.00	1.00	5,000.00	1.00	5,000.00		5,000.00	100%	-		
16	MOBILIZATION	1	LS	25,000.00	25,000.00	1.00	25,000.00	1.00	25,000.00		25,000.00	100%	-		
17		-	-	-	-	-	-	-	-		-		-		
		-	-	-	-	-	-	-	-		-		-		
		-	-	-	-	-	-	-	-		-		-		
Original Contract Totals					\$ 456,196.00		\$ 438,650.80		\$ 438,650.80	\$ -	\$ 438,650.80	96%	\$ 17,545.20		
Change Orders															
CO 001					(17,545.20)				-		-		(17,545.20)		
					-				-		-		-		
Change Order Totals					\$ (17,545.20)				\$ -	\$ -	\$ -		\$ (17,545.20)		
Original Contract and Change Orders															
Project Totals					\$ 438,650.80				\$ 438,650.80	\$ -	\$ 438,650.80	100%	\$ -		



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 2023 PCC Patching Project Final Acceptance and Certificate of Completion

GENERAL INFORMATION

ATTACHMENTS

1. Certificate of Completion

**FINAL ACCEPTANCE
AND
CERTIFICATE OF COMPLETION**

2023 PCC Patching Project
City of Windsor Heights, Iowa

Iowa Civil Contracting
PO Box Q, 1106 3rd Street
Victor, Iowa 52347

I hereby declare that this project has been completed in substantial compliance with the plans, specifications, contract documents, and change orders governing this project and recommend that the work completed be accepted by the Owner, with the following exceptions and conditions:

Exceptions – None

The undersigned accepts the work constructed under the conditions and guarantee of the contract with the exceptions noted above.

The final contract amount is \$438,650.80

Dated this 6 th of May, 2024

Recommended by Engineer, Bolton & Menk, Inc.

By  _____
Justin Ernst, Bolton & Menk, Inc.

Accepted by Owner, City of Windsor Heights

By _____

Name _____

Title _____

Date _____



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Resolution 2024-34 Setting the Date for the Sale of General Obligation Urban Renewal Bonds, Series 2024A and Authorizing the Use of a Preliminary Official Statement in Connection Therewith

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2024-34 - A Resolution setting the date for the sale of General Obligation Urban Renewal Bonds, Series 2024A and authorizing the use of

RESOLUTION NO. 2024-34

Resolution setting the date for the sale of General Obligation Urban Renewal Bonds, Series 2024A and authorizing the use of a Preliminary Official Statement in connection therewith

WHEREAS, the City of Windsor Heights (the “City”), in Polk County, State of Iowa, heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$10,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (a) constructing street, stormwater drainage, sanitary sewer system, sidewalk and water system improvements; and (b) acquiring and installing street lighting signage and signalization improvements, and has published notice of the proposed action and has held a hearing thereon on March 18, 2024; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Urban Renewal Bonds, Series 2024A (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Independent Public Advisors, LLC, as municipal financial advisor (the “Municipal Advisor”) to the City; and

WHEREAS, it is now necessary to fix a date of meeting of the City Council to consider bids and take action for the sale and issuance of the Bonds and to give proper notice of such sale, as required by Chapter 75 of the Code of Iowa;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Windsor Heights, Iowa, as follows:

Section 1. The City staff are hereby authorized to take such action as shall be deemed necessary and appropriate with the assistance of Dorsey & Whitney LLP, as the City’s disclosure counsel (the “Disclosure Counsel”) and the Municipal Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor and Disclosure Counsel are hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Administrator, the City Finance Office and the City Clerk are hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 10:00 a.m. on May 20, 2024, at 1145 66th Street, Suite 1, in the City, and the City Council shall meet on the same date at 6:00 p.m., at 1133 66th Street, Windsor Heights, Iowa, for the purpose of considering such bids received and considering and passing a

resolution providing for the award of the Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing “Issue Price” determinations. The City Clerk is hereby authorized and directed to disseminate the notice of said sale, such notice to be in substantially the following form, and also to be published at least once, not less than four (4) and not more than twenty (20) days before the May 20, 2024 sale date, in a newspaper of general circulation in Polk County:

NOTICE OF SALE
CITY OF WINDSOR HEIGHTS, IOWA
\$8,370,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2024A

Bids will be received on behalf of the City of Windsor Heights, Iowa, until 10:00 a.m. on May 20, 2024, for the purchase of \$8,370,000* General Obligation Urban Renewal Bonds, Series 2024A (the “Bonds”) of the City.

Any of the methods set forth below may be used, but no open bids will be accepted:

Sealed Bidding: Sealed bids will be received by City Administrator, City of Windsor Heights, at 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324 until 10:00 a.m. C.S.T.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City’s Municipal Advisor, Independent Public Advisors, LLC, 5550 Wild Rose Lane, West Des Moines, IA 50266 until 10:00 a.m. C.S.T. and must be submitted through PARITY®.

Electronic Facsimile/Email Bidding: Electronic facsimile bids will be received at City Hall, Windsor Heights (facsimile number: (515) 279-3664 or the office of the City’s Financial Advisor (515) 259-8193. Email bids to the City’s Municipal Advisor (tionna@ipamuni.com) will also be accepted. Electronic facsimile and email bids will be sealed and treated as sealed bids.

Facsimile and email transmissions received after the deadline will be rejected. Bidders electing to submit bids via facsimile transmission bear full responsibility for the transmission of such bid. Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the facsimile facilities or any other means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received. Neither the City nor its agents will assume liability for the inability of the bidder to reach the above named facsimile numbers prior to the time of sale specified above. Time of receipt shall be the time recorded by the facsimile operator receiving the bids.

After the deadline for receipt of bids has passed, sealed bids that have been timely received will be opened and announced, and electronic internet bids will be accessed and announced. All bids will be presented to the City Council for consideration at its meeting to be held at 6:00 p.m., on May 20, 2024, at 1133 66th Street, Windsor Heights.

*The City reserves the right to increase or decrease the aggregate principal amount of the issue. Any change will be in increments of \$5,000 and may be made in any of the maturities. The purchase price will be adjusted proportionately to reflect any change in issue size.

The Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof, will be dated June 20, 2024, will bear interest payable semiannually on

each June 1 and December 1 to maturity, commencing December 1, 2024, and will mature on each June 1 in the following years and amounts:

<u>Date</u>	<u>Principal</u>	<u>Date</u>	<u>Principal</u>
2025	\$280,000	2035	\$415,000
2026	\$305,000	2036	\$430,000
2027	\$315,000	2037	\$445,000
2028	\$330,000	2038	\$460,000
2029	\$340,000	2039	\$480,000
2030	\$350,000	2040	\$495,000
2031	\$360,000	2041	\$520,000
2032	\$375,000	2042	\$540,000
2033	\$385,000	2043	\$560,000
2034	\$400,000	2044	\$585,000

Principal of the Bonds maturing on June 1 in each of the years 2033 to 2044, inclusive, is subject to optional redemption prior to and in any order of maturity on June 1, 2032, or on any date thereafter upon terms of par and accrued interest.

All bids must be for not less than 99% of the par amount, plus accrued interest. The legal opinion of Dorsey & Whitney LLP, Attorneys, Des Moines, Iowa, will be furnished by the City.

A good faith deposit of ONE PERCENT OF PAR (\$83,700) is required of the successful bidder and may be forfeited to the City in the event the successful bidder fails or refuses to take and pay for the Bonds.

The City reserves the right to reject any or all bids and to waive irregularities in any bid.

The Bonds are being issued pursuant to the provisions of Chapter 384 of the Code of Iowa and will constitute general obligations of the City, payable from taxes levied upon all the taxable property in the City without limitation as to rate or amount.

Bidders should be aware that the official terms of offering to be published in the Official Statement for the Bonds contain additional bidding terms and information relative to the Bonds, including, without limitation, requirements regarding the establishment of issue price for the Bonds. Bidders should prepare their bids on the assumption that the Bonds will be subject to the “hold-the-offering-price” rule, if the requirements for a competitive sale have not been met. Any bid submitted pursuant to this Notice of Sale will be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal. In the event of a variance between statements in this Notice of Sale (except with respect to the time and place of the sale of the Bonds and the principal amount offered for sale) and said official terms of offering, the provisions of the latter shall control.

By order of the City Council of the City of Windsor Heights, Iowa.

Adam Strait
City Clerk

Section 5. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 6, 2024.

Mayor

Attest:

City Clerk



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 2023 Colby Park Improvements Pay Request 4 and Change Order 2

GENERAL INFORMATION

ATTACHMENTS

1. 2023 Colby Park Improvements Pay Request 4 and Change Order 2



**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

May 2, 2024

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

RE: 2023 Colby Park Improvements
Pay Request 4

Dear Mr. Plagge:

Submitted for your approval is Pay Request 4 and Change Order 2 for the above-mentioned project. Pay Request 4 is for a total payment of \$117,112.15. The total value completed to date is \$349,765.76, minus 5% retainage of \$17,488.29. Please see Pay Request 4 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 4. Upon approval of Pay Request 4, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office.

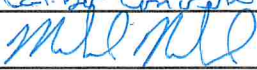
Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Nate Weitz, PLA
Project Landscape Architect

Contractor's Application for Payment

Owner: CITY OF WINDSOR HEIGHTS, IOWA Engineer: BOLTON & MENK, INC. Contractor: CALIBER CONCRETE, LLC Project: 2023 COLBY PARK IMPROVEMENTS Contract:	Owner's Project No.: _____ Engineer's Project No.: OT6.128908 Agency's Project No.: _____																								
Application No.: 4 Application Date: 5/20/2024 Application Period: From 4/1/2024 To 4/26/2024																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 40%; text-align: right;">\$ 2,852,637.72</td> </tr> <tr> <td>2. Net Change By Change Orders</td> <td style="text-align: right;">\$ 1,000.00</td> </tr> <tr> <td colspan="2" style="height: 20px;"></td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 2,853,637.72</td> </tr> <tr> <td>4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)</td> <td style="text-align: right;">\$ 349,765.76</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td> a. 5% X \$ 349,765.76 Work Completed</td> <td style="text-align: right;">\$ 17,488.29</td> </tr> <tr> <td> b. 5% X \$ - Stored Materials</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 17,488.29</td> </tr> <tr> <td>6. Amount Eligible To Date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 332,277.47</td> </tr> <tr> <td>7. Less Previous Payments</td> <td style="text-align: right;">\$ 215,165.32</td> </tr> <tr> <td>8. Amount Due This Application</td> <td style="text-align: right;">\$ 117,112.15</td> </tr> </table>		1. Original Contract Price	\$ 2,852,637.72	2. Net Change By Change Orders	\$ 1,000.00			3. Current Contract Price (Line 1 + Line 2)	\$ 2,853,637.72	4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$ 349,765.76	5. Retainage		a. 5% X \$ 349,765.76 Work Completed	\$ 17,488.29	b. 5% X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 17,488.29	6. Amount Eligible To Date (Line 4 - Line 5.c)	\$ 332,277.47	7. Less Previous Payments	\$ 215,165.32	8. Amount Due This Application	\$ 117,112.15
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8. Amount Due This Application	\$ 117,112.15																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: Caliber Concrete LLC Signature:  Date: 5-2-24 Name: Michael Noland Title: Office Controller																									
Recommended by Engineer: Bolton & Menk, Inc. 430 E GRAND, SUITE 101, DES MOINES, IA 50309 By:  By: _____ Name: Nate Weitz Name: _____ Title: Project Landscape Architect Title: _____ Date: 05/02/2024 Date: _____																									
Approved by Owner:																									

**CHANGE ORDER FORM
NO.:2**

Owner: CITY OF WINDSOR HEIGHTS, IOWA
Engineer: BOLTON & MENK, INC.

Owner's Project No.:
Engineer's Project No.: OT6.128908

Contractor: CALIBER CONCRETE, LLC

Contractor's Project No.:

Project: 2023 COLBY PARK IMPROVEMENTS

Contract Name:

Date Issued: 4/26/2024

Effective Date of Change Order: 20-May-24

The Contract is modified as follows upon execution of this Change Order:

Description:

ADDING ITEMS AS FOLLOWS: CLEARING AND GRUBBING SHALL INCLUDE REMOVAL, HUALING, AND DISPOSAL.

ITEM NUMBER	ITEM NAME	UNIT	PRICE	QUANTITY CHANGE	CONTRACT AMOUNT
CO2	CLEARING AND GRUBBING, TREES	LS	\$ 500.00	1	\$ 500.00

Attachments:

NONE

Change in Contract Price

Original Contract Price:	Original Contract Times:
\$ 2,852,637.72	Substantial Completion: 9/30/2024 Ready for final payment:
Increase from previously approved Change Orders	Increase from previously approved Change Orders No.1 to No. 1:
\$ 500.00	Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 2,853,137.72	Substantial Completion: 9/30/2024 Ready for final payment:
Increase this Change Order:	Increase this Change Order:
\$ 500.00	Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 2,853,637.72	Substantial Completion: 9/30/2024 Ready for final payment:

Recommended by Engineer (if required)

By: Nate Weich
Title: Project Landscape Architect
Date: 05/02/2024

Accepted by Contractor

Mel Miller
Office Controller

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: CITY OF WINDSOR HEIGHTS, IOWA
 Engineer: BOLTON & MENK, INC.
 Contractor: CALIBER CONCRETE, LLC
 Project: 2023 COLBY PARK IMPROVEMENTS
 Contract:

Owner's Project No.:
 Engineer's Project No.: 0T6.128908
 Agency's Project No.:

Application No.: 4 Application Period: From 04/01/24 to 04/26/24 Application Date: 5/20/2024

A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	Value of Item (H / F)	
Original Contract											
1	CLEARING AND GRUBBING	1.00	LS	30,850.00	30,850.00	1.00	30,850.00	1.00	30,850.00	100%	-
2	TOPSOIL, COMPOST AMENDED	500.00	CY	85.00	42,500.00	80.00	6,800.00	80.00	6,800.00	16%	35,700.00
3	EXCAVATION, CLASS 10	2,500.00	CY	12.00	30,000.00	625.00	7,500.00	1,250.00	15,000.00	50%	15,000.00
4	SUBBASE, MODIFIED, BERM	255.00	TON	42.50	10,837.50	144.00	6,120.00	-	-	-	10,837.50
5	LINEAR TRENCH DRAIN, 8 INCH	75.00	LF	150.00	11,250.00	-	-	-	-	-	11,250.00
6	SUBDRAIN, SOLID WALL PVC, 4 INCH	50.00	LF	32.00	1,600.00	-	-	-	-	-	1,600.00
7	BACKFLOW PREVENTER, SEWER, 4 INCH	1.00	EA	400.00	400.00	-	-	-	-	-	400.00
8	SUBDRAIN, SOLID WALL PVC, 8 INCH	288.00	LF	65.00	18,720.00	287.00	18,655.00	287.00	18,655.00	100%	65.00
9	SUBDRAIN, HDPE, 8 INCH	85.00	LF	100.00	8,500.00	108.00	10,800.00	193.00	19,300.00	227%	(10,800.00)
10	SUBDRAIN CLEANOUT, 8 INCH, TYPE A-1	2.00	EA	1,500.00	3,000.00	-	-	-	-	-	3,000.00
11	SUBDRAIN OUTLETS AND CONNECTIONS, 8 INCH, TYPE A-1	2.00	EA	500.00	1,000.00	-	-	-	-	-	1,000.00
12	WATER SERVICE	1.00	LS	8,000.00	8,000.00	-	-	-	-	-	8,000.00
13	WATER SERVICE, WATER FOUNTAIN	1.00	LS	8,000.00	8,000.00	-	-	-	-	-	8,000.00
14	VALVE, GATE, 4 INCH	1.00	EA	3,500.00	3,500.00	-	-	-	-	-	3,500.00
15	BACKFLOW PREVENTER	1.00	EA	20,000.00	20,000.00	-	-	-	-	-	20,000.00
16	METER PIT	1.00	EA	20,000.00	20,000.00	-	-	-	-	-	20,000.00
17	PRESSURE REDUCING VALVE	1.00	EA	12,000.00	12,000.00	-	-	-	-	-	12,000.00
18	FLUSHING DEVICE (BLOW OFF), 2 INCH	1.00	EA	2,000.00	2,000.00	-	-	-	-	-	2,000.00
19	PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE	1.00	EA	2,500.00	2,500.00	-	-	-	-	-	2,500.00
20	TAP FEE	1.00	EA	12,000.00	12,000.00	-	-	-	-	-	12,000.00
21	INTAKE, SW-512, 48 INCH	2.00	EA	4,500.00	9,000.00	1.50	6,750.00	1.50	6,750.00	75%	2,250.00
22	NYLOPLAST DRAIN BASIN, 18 INCH	3.00	EA	2,700.00	8,100.00	2.25	6,075.00	2.25	6,075.00	75%	2,025.00
23	EXTERNAL DROP CONNECTION	1.00	EA	7,000.00	7,000.00	1.00	7,000.00	1.00	7,000.00	100%	-
24	MANHOLE ADJUSTMENT, MINOR	1.00	EA	2,500.00	2,500.00	0.75	1,875.00	0.75	1,875.00	75%	625.00
25	MANHOLE ADJUSTMENT, MAJOR	2.00	EA	3,500.00	7,000.00	0.75	2,625.00	0.75	2,625.00	38%	4,375.00
26	MANHOLE ADJUSTMENT, MAJOR, WRA	1.00	EA	5,000.00	5,000.00	0.75	3,750.00	0.75	3,750.00	75%	1,250.00
27	REMOVE INTAKE	2.00	EA	750.00	1,500.00	2.00	1,500.00	2.00	1,500.00	100%	-
28	PAVEMENT, PCC, 7 INCH	345.00	SY	97.22	33,540.90	-	-	51.25	4,982.53	15%	28,558.37
29	PAVEMENT, PCC, 5 INCH, REINFORCED (SPLASHPAD)	258.00	SY	130.62	33,699.96	-	-	-	-	-	33,699.96
30	PAVEMENT, PCC, 7 INCH, INTEGRAL COLOR	305.00	SY	130.12	39,686.60	-	-	-	-	-	39,686.60
31	CURB AND GUTTER, 2 FT, 7 INCH	45.00	LF	51.60	2,322.00	-	-	-	-	-	2,322.00
32	REMOVAL OF SIDEWALK	1,275.00	SY	11.00	14,025.00	1,262.90	13,891.90	1,278.00	14,058.00	100%	(33.00)
33	SIDEWALK, PCC, 5 INCH	2,410.00	SY	76.79	185,063.90	112.10	8,608.16	741.19	56,915.98	31%	128,147.92

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.:		4		Application Period:		From		04/01/24		to		04/26/24		Application Date:		5/20/2024							
A	B			C		D		E		F		F1		F2		G		H		I		J	
Bid Item No.	Description			Contract Information				Previous Estimate				Work Completed				% of		Value of					
				Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	Value of Item (H / F)	Balance to Finish (F - H) (\$)										
34	SIDEWALK, PCC, 6 INCH			175.00	SY	82.26	14,395.50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,395.50
35	PAVEMENT REMOVAL			895.00	SY	11.00	9,845.00	873.50	9,608.50	895.00	9,845.00	100%	-	-	-	-	-	-	-	-	-	-	-
36	SALVAGE BRICK PAVERS			250.00	SY	30.00	7,500.00	250.00	7,500.00	250.00	7,500.00	100%	-	-	-	-	-	-	-	-	-	-	-
37	CURB AND GUTTER REMOVAL			45.00	LF	9.00	405.00	39.00	351.00	39.00	351.00	87%	54.00	-	-	-	-	-	-	-	-	-	54.00
38	PCC EDGE RESTRAINT, FLUSH, 2 FEET			210.00	LF	52.00	10,920.00	-	-	-	-	-	10,920.00	-	-	-	-	-	-	-	-	-	10,920.00
39	TEMPORARY TRAFFIC CONTROL			1.00	LS	1,000.00	1,000.00	0.40	400.00	0.40	400.00	40%	600.00	-	-	-	-	-	-	-	-	-	600.00
40	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND			1.00	AC	15,000.00	15,000.00	-	-	-	-	-	15,000.00	-	-	-	-	-	-	-	-	-	15,000.00
41	SOD			250.00	SQ	100.00	25,000.00	-	-	-	-	-	25,000.00	-	-	-	-	-	-	-	-	-	25,000.00
42	DECIDUOUS SHRUBS			195.00	EA	77.50	15,112.50	-	-	-	-	-	15,112.50	-	-	-	-	-	-	-	-	-	15,112.50
43	ORNAMENTAL TREE			18.00	EA	346.50	6,237.00	-	-	-	-	-	6,237.00	-	-	-	-	-	-	-	-	-	6,237.00
44	PERENNIAL GROUND COVER (1 GAL)			897.00	EA	36.00	32,292.00	-	-	-	-	-	32,292.00	-	-	-	-	-	-	-	-	-	32,292.00
45	DECIDUOUS TREE			19.00	EA	517.50	9,832.50	-	-	-	-	-	9,832.50	-	-	-	-	-	-	-	-	-	9,832.50
46	EVERGREEN TREE			7.00	EA	440.50	3,083.50	-	-	-	-	-	3,083.50	-	-	-	-	-	-	-	-	-	3,083.50
47	SWPPP PREPARATION			1.00	LS	1,500.00	1,500.00	1.00	1,500.00	1.00	1,500.00	100%	-	-	-	-	-	-	-	-	-	-	-
48	SWPPP MANAGEMENT			1.00	LS	7,800.00	7,800.00	0.08	624.00	0.09	702.00	9%	7,098.00	-	-	-	-	-	-	-	-	-	7,098.00
49	FILTER SOCK, 8", INSTALL, MAINTAIN, AND REMOVE			5,000.00	LF	3.25	16,250.00	1,025.00	3,331.25	1,025.00	3,331.25	21%	12,918.75	-	-	-	-	-	-	-	-	-	12,918.75
50	HANDRAIL, PAINTED			401.00	LF	110.00	44,110.00	-	-	-	-	-	44,110.00	-	-	-	-	-	-	-	-	-	44,110.00
51	MOBILIZATION			1.00	LS	110,000.00	110,000.00	0.25	27,500.00	0.50	55,000.00	50%	55,000.00	-	-	-	-	-	-	-	-	-	55,000.00
52	CONCRETE WASHOUT			1.00	LS	1,500.00	1,500.00	1.00	1,500.00	1.00	1,500.00	100%	-	-	-	-	-	-	-	-	-	-	-
53	TENNIS COURT PAVEMENT AND FENCE REMOVAL			1.00	LS	18,500.00	18,500.00	1.00	18,500.00	1.00	18,500.00	100%	-	-	-	-	-	-	-	-	-	-	-
54	CONCRETE SURFACE STAIN			1,335.00	SF	10.00	13,350.00	-	-	-	-	-	13,350.00	-	-	-	-	-	-	-	-	-	13,350.00
55	NON-SKID RUBBERIZED COATING (SPLASHPAD)			1,945.00	SF	13.00	25,285.00	-	-	-	-	-	25,285.00	-	-	-	-	-	-	-	-	-	25,285.00
56	REINFORCED CAST-IN-PLACE CONCRETE RETAINING WALL			30.00	CY	1,250.00	37,500.00	10.70	13,375.00	30.00	37,500.00	100%	-	-	-	-	-	-	-	-	-	-	-
57	REINFORCED CAST-IN-PLACE CONCRETE PIERS (LEAF SEAT			36.00	EA	300.00	10,800.00	-	-	25.00	7,500.00	69%	3,300.00	-	-	-	-	-	-	-	-	-	3,300.00
58	REINFORCED CAST-IN-PLACE CONCRETE WALL (LEAF SEAT			785.00	CF	38.25	30,026.25	-	-	-	-	-	30,026.25	-	-	-	-	-	-	-	-	-	30,026.25
59	CONCRETE STEPPING PLANKS			7.00	EA	300.00	2,100.00	-	-	-	-	-	2,100.00	-	-	-	-	-	-	-	-	-	2,100.00
60	DRINKING FOUNTAIN			1.00	EA	10,000.00	10,000.00	-	-	-	-	-	10,000.00	-	-	-	-	-	-	-	-	-	10,000.00
61	SPLASH PAD EQUIPMENT & INSTALLATION			1.00	LS	250,000.00	250,000.00	-	-	-	-	-	250,000.00	-	-	-	-	-	-	-	-	-	250,000.00
62	SALVAGE & REINSTALL FURNISHINGS			1.00	LS	5,000.00	5,000.00	-	-	-	-	-	5,000.00	-	-	-	-	-	-	-	-	-	5,000.00
63	PLAYGROUND EQUIPMENT & INSTALLATION			1.00	LS	690,490.00	690,490.00	-	-	-	-	-	690,490.00	-	-	-	-	-	-	-	-	-	690,490.00
64	FALL ATTENUATION SURFACING, POUR-IN-PLACE			6,825.00	SF	37.09	253,139.25	-	-	-	-	-	253,139.25	-	-	-	-	-	-	-	-	-	253,139.25
65	FALL ATTENUATION SURFACING, SYNTHETIC TURF			2,000.00	SF	39.96	79,920.00	-	-	-	-	-	79,920.00	-	-	-	-	-	-	-	-	-	79,920.00
66	BIKE RACK			8.00	EA	800.00	6,400.00	-	-	-	-	-	6,400.00	-	-	-	-	-	-	-	-	-	6,400.00
67	BENCH (WOOD)			4.00	EA	2,446.00	9,784.00	-	-	-	-	-	9,784.00	-	-	-	-	-	-	-	-	-	9,784.00

Unit Price

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

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.:	4	Application Period:	From	04/01/24	to	04/26/24	Application Date:	5/20/2024
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A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (H / F)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)		
68	STONE BLOCK BENCH	8.00	EA	1,512.50	12,100.00	-	-	-	-		12,100.00
69	ELECTRICAL IMPROVEMENTS, DEMO & SITE PREP	1.00	LS	9,000.00	9,000.00	1.00	9,000.00	1.00	9,000.00	100%	-
70	ELECTRICAL IMPROVEMENTS, CIRCUITS	1.00	LS	55,880.00	55,880.00	-	-	-	-		55,880.00
71	ELECTRICAL IMPROVEMENTS, POLETOP LIGHTS	1.00	LS	112,000.00	112,000.00	-	-	-	-		112,000.00
72	ELECTRICAL IMPROVEMENTS, BOLLARDS	1.00	LS	47,000.00	47,000.00	-	-	-	-		47,000.00
73	ELECTRICAL IMPROVEMENTS, SALVAGE & RELOCATE B-CYCLE	1.00	LS	1,000.00	1,000.00	-	-	-	-		1,000.00
A1	PAVEMENT, PCC, 7 INCH	227.00	SY	87.98	19,971.46	-	-	-	-		19,971.46
A2	CURB AND GUTTER, 2 FT, 7 INCH	64.00	LF	51.60	3,302.40	-	-	-	-		3,302.40
A3	PAVEMENT REMOVAL	155.00	SY	11.00	1,705.00	-	-	-	-		1,705.00
A4	CURB AND GUTTER REMOVAL	64.00	LF	9.00	576.00	-	-	-	-		576.00
B1	SPLASH PAD OVERHEAD STRUCTURES	3.00	EA	39,424.00	118,272.00	-	-	-	-		118,272.00
C1	CAST STONE CUSTOM WALLS (LEAF SEAT WALLS)	599.00	CF	78.50	47,021.50	-	-	-	-		47,021.50
D1	IRRIGATION MODIFY AND EXTEND	1.00	LS	51,112.00	51,112.00	-	-	-	-		51,112.00
E1	CHAIN LINK FENCE, GALVANIZED, 6'	87.00	LF	52.00	4,524.00	-	-	-	-		4,524.00
		-	-	-	-				-		-
Original Contract Totals					\$ 2,852,637.72		\$ 225,989.81		\$ 348,765.76	12.0%	\$ 2,503,871.96
Change Orders											
CO1	CLEARING AND GRUBBING, TREE STUMP	1.00	LS	500.00	500.00	1.00	500.00	1.00	500.00		-
CO2	CLEARING AND GRUBBING, TREES	1.00	LS	500.00	500.00	1.00	500.00	1.00	500.00		-
Change Order Totals					\$ 1,000.00		\$ 1,000.00		\$ 1,000.00	100%	\$ -
Original Contract and Change Orders											
Project Totals					\$ 2,853,637.72		\$ 226,989.81		\$ 349,765.76	12.3%	\$ 2,503,871.96



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Estimated 73rd Street Iowa Communications Network Fiber Relocation Costs

GENERAL INFORMATION

The City of Windsor Heights and Iowa Communications Network have a 2020 agreement for shared conduit and fiber in which the city is provided 12 strands of fiber for City use. As part of the agreement, the City is responsible for 50% of the replacement and repair costs for the conduit and a proportion amount of fiber strands. 73rd St. Phase I reconstruction necessitates relocation of parts of the ICN network which will result in an estimated \$18,351.78 cost to the City. This cost will be allocated to the 73rd St. reconstruction project and ICN will manage the necessary relocation work.

City staff met with engineering and ICN as part of this relocation project and discussed future City use of the network. The ICN network spans 73rd St., University Ave and the south end of 63rd St. This intersects all traffic signals the City manages. Public Works is currently investigating opportunities to utilize the City allocated fibers to enhance traffic signal management and allow for remote operation which could reduce traffic signal maintenance costs going forward. Use of the network would decrease implementation costs for signal upgrades as few transmitters would be necessary. Any recommendations will be integrated into the ERP for Council consideration next fiscal year.

ATTACHMENTS

1. ICN Cost Estimate and Agreement

ESTIMATE Revised 2024-03-22

PROJECT	Polk, Windsor Heights, City Road Constr 73rd St from University to Hickman	COUNTY	Polk
OSP LOG #	77214303	INC/PRB	0
LINK ID(S)	2046	FIBER CT	72f

Contracted Labor and Materials				
Construction Labor	\$26,911.25			
Construction Materials	\$5,950.98			
Splicing Labor	\$4,300.00			
ICN Provided Materials	\$340.49			
Miscellaneous	\$3,716.22			
Engineering Design	\$0.00			
TOTAL:		\$41,218.94		
			Cost Sharing	ICN
			\$	22,867.16
				City
			\$	18,351.78

Estimate for new conduit from Sta 1+75 to 16+25, and new cable from Sta 1+75 to 29+50 due to new construction. City to provide engineering for new alignment, ICN to coordinate installation and cutover, shared costs per agreement 19-001.

VENDOR CONSTRUCTION

CATEGORY	ITEM	UNIT	RATE	QTY	SUBTOTAL			
Horizontal Boring	Residential 1 ea 2" conduit	LF	\$12.50	1,450	\$18,125.00			
Handhole Placement	Residential Std 24x36x36	EA	\$750.00	1	\$750.00			
Fiber Installation	New Duct Residential	LF	\$1.25	3,100	\$3,875.00			
Fiber Installation	Existing cable removal within conduit	LF	\$0.75	2,775	\$2,081.25			
Misc	Prep for Locate Ped-Rural	EA	\$120.00	1	\$120.00			
Misc	Mobilization	LS	\$750.00	1	\$750.00			
Misc	Mobilization mileage adder	MILES	\$3.00	70	\$210.00			
Misc	Backhoe/Mini Excavator	HR	\$250.00	4	\$1,000.00			
VENDOR CONSTRUCTION SUBTOTAL:					\$26,911.25	50/50	\$13,455.63	\$13,455.63

SPlicing LABOR

CATEGORY	ITEM	UNIT	UNIT RATE	QTY	SUBTOTAL			
Splicing labor	Splicing Mobilization	LS	\$150.00	2	\$300.00			
Splicing labor	Prep Splice Closure	EA	\$150.00	2	\$300.00			
Splicing labor	Fusion Splicing	Splicing	\$32.00	60	\$1,920.00			
Splicing labor	Fusion Splicing	Splicing	\$35.00	48	\$1,680.00			
Splicing labor	Off Hours Charge	LS	\$100.00	1	\$100.00			
SPlicing LABOR SUBTOTAL:					\$4,300.00	83/17	\$3,569.00	\$731.00

ICN PROVIDED MATERIALS

CATEGORY	ITEM	UNIT	QTY	UNIT RATE	SUBTOTAL	PART #		
Splice Closure	*450B Splice Closure	EA	1	\$250.88	\$250.88	FOSC450-B6-6-NT-0-B3V		
Splice Tray	*B Tray 24-pos	EA	5	\$16.82	\$84.10	863927-000		
Shield Bond Connector	*Shield Bond Connector	EA	3	\$1.29	\$3.87	4460-D		
Sealing Kit	*FOSC Closure Sealing Kit	EA	1	\$1.64	\$1.64	1F6818-000		
ICN PROVIDED MATERIALS SUBTOTAL:					\$340.49	83/17	282.61	57.88

VENDOR PROVIDED MATERIALS

CATEGORY	ITEM	UNIT	QTY	UNIT RATE	SUBTOTAL			
Duct	2" Orange HDPE Duct	LFT	1450	\$1.25	\$1,812.50	50/50	906.25	906.25
Fiber Cable	72F Armored SM Cable		3100	\$0.71	\$2,201.00	83/17	\$1,826.83	374.17
Handholes	24x36x36 Tier 15 HH w/lid	EA	1	\$966.23	\$966.23	50/50	483.115	483.115
Locate Facilities	12 AWG HDPE Orange Solid Copper Wire	LFT	2775	\$0.35	\$971.25	50/50	485.625	485.625
VENDOR PROVIDED MATERIALS SUBTOTAL:					\$5,950.98			

ENGINEERING DESIGN

CATEGORY	ITEM	UNIT	QTY	UNIT RATE	SUBTOTAL
ENGINEERING DESIGN SUBTOTAL:					\$0.00

MISCELLANEOUS

CATEGORY	ITEM	UNIT	QTY	UNIT RATE	SUBTOTAL	NOTES
Miscellaneous	Contingency - Contract Items	Percentage	10%	\$37,162.23	\$3,716.22	0
MISCELLANEOUS SUBTOTAL:					\$3,716.22	50/50
						\$1,858.11
						\$1,858.11

AGREEMENT 19-001
MASTER AGREEMENT FOR SHARED USE PROJECTS

THIS AGREEMENT is made on by and between the State of Iowa, Iowa Telecommunications and Technology Commission operating the Iowa Communications Network, (collectively the "ICN") and the City of Windsor Heights ("Windsor Heights" or "City"). ICN and Windsor Heights may also be referred to as the "Parties" or "Party" as the context allows.

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

This Agreement sets forth the initial terms and conditions which will apply to the ICN and City relating to the shared installation, use, and maintenance of communications facilities and services within the City of Windsor Heights, Iowa.

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Iowa Telecommunications and Technology Commission operating the Iowa Communications Network is authorized by Iowa Code Chapter 8D to operate a communications network in the State of Iowa. The Iowa Communications Network's address is 400 East 14th Street, Grimes State Office Building, Des Moines, Iowa 50319.

1.2 The City of Windsor Heights is a municipality and political subdivision of the State of Iowa incorporated in accordance with the relevant provisions of Iowa law. The City's Administration Offices location is: 1145 66th Street, Suite 1, Windsor Heights, IA 50324.

SECTION 2. DEFINITIONS. The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa.

2.1 "Agreement" means this document and any amendments to this document or any other documents specifically incorporated into this agreement by reference.

2.2 "Cable" means one or more optical fibers enclosed, with strength members, in a protective covering or sheath.

2.3 "Cable Locates" or "Locates" means the identification of utilities through the Iowa One Call Center (IOC) pursuant to Iowa Code chapter 480.

2.4 "City" means the City of Windsor Heights, Iowa.

2.5 "City Duct" means a buried conduit or HDPE duct, and associated handholes etc., for the purpose of enabling the installation of fiber installed by, owned by (jointly or individually) or allocated to the City, identified on the Exhibit(s) attached hereto.

2.6 "City Equipment" means facilities or equipment provided, owned or installed by City in, around or on the Designated Fiber.

2.6 "Conduit Pathway" means a buried conduit or HDPE duct, and associated handholes, etc., for the purpose of enabling the installation of one or more Fiber Optic Cables. Conduit and duct may be used interchangeably.

2.8 "Dark Fiber" means a number of fibers, normally expressed in number of glass strands unless otherwise stated, between two specified locations that have no optronics or electronics attached to it, thus no light/communications signal being transmitted through the fiber.

2.9 "Designated Fiber" shall mean the Fiber as identified in each Amendment, Appendix and Exhibit.

2.10 "Fiber" means a glass strand or strands which is/are protected by a color-coded buffer tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.

2.11 "Fiber Optic Cable" means a Cable containing one or more optical fibers.

- 2.12 "Fiber Segment" means the length of similar fiber and fiber count between designated access splice points.
- 2.13 "ICN" means collectively the Iowa Telecommunications and Technology Commission operating the Iowa Communications Network.
- 2.14 "ICN Network" means the communications system operated by the ICN, as such system exists now, and as it is modified from time to time.
- 2.15 "IRU" or "Indefeasible Right of Use" means the exclusive, unrestrictive and indefeasible right to use the relevant capacity (including equipment, fibers or capacity) for any legal purpose.
- 2.16 "Lit Fiber" means fiber which is actively carrying a signal.
- 2.17 "Link Segment" means a specified length of fiber connecting two points. It may be a specified portion of a larger fiber optic cable network or it may be the entire network.
- 2.18 "OTDR" means Optical Time Domain Reflectometer which is the optical-fiber test instrument capable of measuring loss characteristics and displaying faults, splices, and other fiber events in single mode and multi-mode optical fibers.
- 2.19 "Other Fiber Owners or Lessees" means all others, either now or in the future, that obtain ownership of or lease rights to Dark Fiber strands or sheath.
- 2.20 "Proportional Share" means the number of Fibers, for each the ICN and City, within the sheath.
- 2.21 "Re-locate" shall mean when it is necessary to Re-locate a current fiber facility to a different location.
- 2.22 "Restoration" shall refer to restoring fiber to service after damage or cut incident.
- 2.23 "Route Maintenance" related to fiber and the route/right of way (ROW) shall refer to repair of areas of exposed cable or degraded ROW, for example due to erosion or poor initial installation.
- 2.24 "State" means the State of Iowa and all of its agencies, boards, and commissions, including the ICN.
- 2.25 "SUP" shall mean Shared Use Project as identified and described in each Amendment added to the Agreement.

SECTION 3. SCOPE OF WORK.

3.1 Scope of Services. Each SUP performed under this agreement must be set forth, in writing, in a Scope of Services document, that will be incorporated into this agreement via an Amendment to this agreement, which shall be signed by both Parties.

3.1.1 Each SUP Scope of Services document shall at a minimum identify and address the following:

- City Project Number
- Location of the project
- Description of the project
 - Specific end points
 - Length of segment
 - Line drawings
- Duration of the term for the project.
- Fiber route, Fiber count, Fiber allocation and shall identify additional parties involved
- Fiber map
- Responsibilities of each Party
- Ownership of the fiber
- Fiber maintenance responsibility
 - If the ICN or the City are not providing maintenance and restoration, the amendment shall identify the service provider and the service levels for advance notice of maintenance activity and restoration times, in the event of a Cable cut.
- Fiber repairs and restoration

- Telecommunication Services related to the SUP
- Project financials (costs and obligations)
- Which Party bears cost for future locates
- Which Party bears cost for future relocates

3.2 Amendments to Scope of Services and Specifications. The parties agree that a Scope of Services document referenced in sections 3.1 and 3.1.1 and the specifications contained therein may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in service or performance standards only upon the mutual written consent of the parties.

3.3 Industry Standards. All splicing services rendered pursuant to this agreement shall comply with the Standards set forth on Exhibit A attached ("Splicing, Testing and Acceptance Standards for single mode fiber") which is incorporated into this agreement by reference. All other services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this Agreement and with generally acceptable industry standards of performance for similar tasks and projects. Any services performed in violation of these standards will be corrected at no cost to the affected Party, such that the services are rendered in the above-specified manner.

3.3.1 As a general practice, the Designated Fiber shall be buried versus aerial, unless determined by mutual agreement of the parties, to be more economically feasible for short sections; i.e. rock area.

3.4 ICN and City Contact procedures are listed in Exhibit B, Maintenance and Support Contacts and On Call Procedures, which are attached and incorporated into this agreement by reference. Upon the addition of each SUP Scope of Services document to the Agreement pursuant to sections 3.1 and 3.1.1, the Parties shall review the information contained in Exhibit B and update the information if necessary.

3.5 Non-Exclusive Rights. This Agreement is not exclusive. Unless otherwise provided, the ICN and City reserve the right to select other Vendors to provide services similar or identical to the services referenced in this Agreement or set forth in the Scope of Services documents referenced in sections 3.1 and 3.1.1 of this Agreement during the term of this Agreement.

3.6 ICN Property. Except as provided in a specific project attachment, the City shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any ICN property without the written consent of the ICN. The Parties agree that no party other than the ICN or a contractor under the direct supervision of the ICN shall be permitted to perform maintenance or splicing on the Fiber.

3.7 City Equipment. The City shall have sole responsibility for installation, testing and operation of City Equipment. The ICN shall not be responsible for the operation or maintenance of any City Equipment. The ICN shall not be responsible for the transmission or reception of communications or signals by City Equipment or for the quality of, or defects in, such transmission or reception.

SECTION 4: COMPENSATION.

4.1 Payment Terms. Upon completion of the services, duties and responsibilities that a party is required to provide under a SUP Scope of Services document referenced in sections 3.1 and 3.1.1, each party shall submit itemized invoices to the other party that identify the services provided in connection with the Scope of Services document and the amount claimed for the services provided. All approved invoices will be paid in arrears and in conformance with Iowa Code. Either party may vary the terms of this provision by paying the invoice in less than 60 days as provided in Iowa Code. However, an election to pay in less than 60 days shall not act as an implied waiver of Iowa Code. Any sums owed by the other Party shall be itemized and added to the invoice prior to submission. If either Party disputes the amount of any invoice, the Party will notify the other party of the dispute within 30 days of receipt of the invoice. Payment of the disputed amount may be withheld until the dispute is resolved.

4.2 The Compensation section of each Scope of Services document incorporated into this agreement via Amendment under section 3.1 and 3.1.1 above, attached to Master Agreement 19-001, shall be reviewed thereafter every 36 months from the initial date of execution.

4.2.1 When reviewing the Compensation section of each Amendment the value of services (e.g., locate services, internet bandwidth) and infrastructure (e.g., Fiber, conduit) provided by ICN and City, both one-time and ongoing, shall be considered.

SECTION 5: TERM. This Agreement is effective upon signature of all parties and will continue for 20 years or until either Party provides notice as detailed in Section 10.

SECTION 6. COLLOCATION. To the extent that City wishes to collocate equipment in any ICN facility, if allowed by Iowa Code, the Parties shall enter into a separate collocation agreement for each site.

SECTION 7. EXCLUSION OF WARRANTIES. THE ICN MAKES NO WARRANTY TO THE CITY OR ANY OTHER ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE DESIGNATED FIBER, ANY FIBERS, OR THE SYSTEM, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

SECTION 8. INDEMNIFICATION.

8.1 The ICN and the City shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapters 669 and 670, indemnify and hold each other harmless from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the ICN and the City, respectively, while acting within the scope of the employee's office of employment in connection with the performance of this Agreement.

8.2 Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including indirect, special or consequential damages, based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation or use of the Designated Fiber or the ICN Network; provided, however, that each party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the other party to pursue any such action against such third party.

SECTION 9. LIMITATION OF LIABILITY. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with, transmission interruptions or problems, or any interruption or degradation of service, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability all claims for which damages are hereby specifically waived.

SECTION 10. TERMINATION.

10.1 Termination for Cause. In the event a breach of this agreement occurs, the non-breaching party may give written notice, pursuant to section 11.8, to the party that committed the breach, which notice shall advise that party of the specific facts and circumstances that constitute a breach of the agreement and further advise the party that it has 30 days to cure or correct the breach. If the breach is not cured or corrected at the end of this 30 day period, the non-breaching party shall have the right to terminate this agreement at the end of a 180 day period, which period shall start upon written notice, delivered to the party in breach pursuant to section 11.8, of the party's intention to terminate the agreement in 180 days.

10.2 Termination for Change in Law. Either party, ICN or City, shall have the right to terminate this Agreement without penalty by giving 180 days' written notice to the other party if one of the following events occurs: (a) Adequate funds are not appropriated or granted to allow the party to operate as required to fulfill its obligations under this Agreement; (b) Funds are de-appropriated or not allocated or if funds needed by the party, at the party's sole discretion, are insufficient for any reason; (c) The ICN's authorization to operate is withdrawn or there is a material change in the programs administered by the ICN; or (d) The ICN's duties are substantially modified.

10.3 Non-Availability of Funds. Notwithstanding any other provisions of this Agreement, if funds anticipated for the fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Federal Government or of the State of Iowa to appropriate funds or through discontinuance or material alteration of the program under which funds were provided, then City shall have the right to terminate this Agreement without penalty.

10.4 Termination for Convenience. Following 180 days written notice, either party may terminate this Contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the other party. Termination for convenience can be for any reason or no reason at all if it is in the best interests of the terminating party.

10.5 Disposition of Fiber Optic Cable. If City and ICN are the only Parties within the fiber sheath and in the event that a Party elects to permanently terminate the use of its Designated Fiber referenced in any document that has been attached to this agreement or incorporated into this agreement by reference, the cable sheath and associated components, splicing hardware and any installed underground conduit, all items previously described will be considered to be abandoned and ownership shall be offered to the other Party at no cost. If either Party abandons the Fiber, the receiving Party shall be responsible for all costs associated with maintenance and operation of the cable, including all costs associated with any subsequent cable abandonment by the receiving Party.

10.5.1 If either party enters bankruptcy or is sold, the terminating party will ensure that the new owner of the Duct and or Fiber Asset recognizes the rights of the remaining party. The remaining party will be offered the option to negotiate an agreement with the new owner or terminate this Agreement.

SECTION 11. CONTRACT ADMINISTRATION.

11.1 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All Amendments to this Agreement must be in writing and signed by both the ICN and City.

11.2 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the ICN and City.

11.3 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the ICN, the City, or the State of Iowa.

11.4 Integration. This Agreement, any scope of Services document, Schedule, Addendum, Amendment, Rider or Exhibit attached to this agreement or incorporated into this agreement by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.

11.5 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

11.6 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the ICN and City for the Fiber and services provided in connection with this Agreement.

11.7 Waiver. Any breach or default by either party shall not be waived or released other than by writing signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

11.8 Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, or by receipted hand deliver, by Federal Express, courier, or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the ICN: ICN – Contracting
400 East 14th Street
Grimes State Office Building
Des Moines, Iowa 50319

If to City: City of Windsor Heights,
City Administrator
1145 66th Street, Suite 1
Windsor Heights, Iowa 50324

Each such notice shall be deemed to have been provided at the earliest of the following: (a) at the time it is actually received; or (b) in the case of overnight hand delivery courier or services such as Federal Express with guaranteed next day delivery, within one day; or (c) in the case of registered U.S. Mail, within five (5) days; or when verified by automated receipt or electronic logs if sent by facsimile or email. Copies of such notice to each party shall be provided separately. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

11.9 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

11.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this Agreement. Such a determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

11.11 Obligations beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement.

11.12 Authorization. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

11.13 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

11.14 Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

11.15 Taxes: State and Local. The parties are tax-exempt entities and no payment will be made for any taxes for any purpose.

11.16 Assignment and Delegation. Neither party to this Agreement shall assign, transfer or convey this agreement in whole or in part without the prior written consent of the other party.

11.16.1 In the event of any assignment or change in ownership, neither party shall be required to provide services to unauthorized or approved users, nor does one party have the ability to obligate the other party to responsibilities without their written approval.

SECTION 12. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

IOWA COMMUNICATIONS NETWORK

By: Mark W Johnson

Printed name: Mark W Johnson

Title: COO

Date: 4-24-2020

WINDSOR HEIGHTS, CITY OF

By: David J Burgess

Printed name: DAVID J. BURGESS

Title: MAYOR

Date: 4/22/2020

EXHIBIT A

SPlicing, TESTING AND ACCEPTANCE STANDARDS for Single Mode Fiber

1. All splices will be performed with an industry-accepted fusion splicing machine as per ICN splicing specifications.
2. Splices will be qualified during the initial construction by the core alignment system on the fusion splicer.
3. After end-to-end (site-to-site) connectivity on the fibers, the installing contractor will complete bi-directional span testing. These measurements will be made after all cable installation activities are complete for each span. Connectors will be cleaned as necessary to ensure accurate measurements are taken.
 - Installed loss measurements at 1550nm will be recorded using an industry accepted laser source and power meter. Continuity testing (checking for "frogging") will be done on all fibers concurrently.
 - OTDR traces will be taken at 1550nm and splice loss measurements will be analyzed. Bell Core format will be used on all traces, unless both parties agree to another OTDR format.
 - All testing, power levels and OTDR traces will be conducted at 1550nm.
 - Installing Agency will pay for the testing at the 1550 level.
 - OTDR traces shall be saved in a standard file naming convention.
 - One set of OTDR traces will be provided to each the City and the ICN via electronic format.
4. The splicing standards are as follows:
 - The objective loss value of the connector and its associated splice will be 0.50 dB or less.
 - The objective for each Fiber within a span shall be an average bi-directional loss of 0.15 dB or less for each splice. For example, if a given span has 10 splices, each Fiber shall have a total bi-directional loss (due to the 10 splices) of 1.5 dB or less. Individual bi-directional loss values for each splice will be reviewed for high losses.
 - The aforementioned standards are objectives, not the basis for acceptance. The acceptance standard for each Fiber per span shall be calculated as follows:
Span Loss = a (span distance in kilometers) + b (0.15 dB/splice) + c (0.50 db/connector)
Where:
 - a = maximum fiber loss in dB per kilometer for the specific fiber type/manufacturer at 1550nm
 - b = number of splice locations for the span
 - c = number of connectors for the span
5. All connector splices will be protected with heat shrinks. Buffer tubes/ribbons will not be split across more than one splice tray. An industry accepted splice enclosure will be used on all splices.

FIBER STANDARDS

NOTE: Single mode fiber shall meet the SMF-28 standard. If the fiber to be used is existing fiber, previously installed prior to 1996, the ICN will require the manufacture date of the fiber to ensure compatibility with the balance of the associated fiber and installation equipment.

NOTE: Multimode fiber shall meet the ISO 11801 standard. The ICN will need to know what classification of MM fiber it is, OM1 (62.5/125), OM2 (50/125), or OM3 (Laser-Optimized 50/125).

NOTE: As stated in 3.3.1 As a general practice, the Designated Fiber optic cable shall be buried versus aerial, unless determined by mutual agreement of the parties, to be more economically feasible for short sections; i.e. rock area.

EXHIBIT B
Maintenance and Support Contacts
and
On Call Procedures

1. Points of Contact. The Parties agree to provide points of contact for purposes of efficient management of this Agreement, in accordance with the following.

1.1 The ICN's primary point of contact for the City is the ICN Service Desk: Phone 1-800-572-3940.
The ICN NOC is staffed 24x7x365 days a year.

1.2. City Contacts:

Primary contact to City is the Public Works Director

Monday – Friday	8:00AM to 5:00PM	Public Works Shop: 515-645-6825
After Hours	5:00PM to 8:00AM	Polk County Dispatch: 515-286-3333

1.3 The Parties shall provide notice of any change in the respective point(s) of contact within 15 working days by notification via written media.

1.4 Requests for service and information sent by City employees who are not specified point(s) of contact and/or received by ICN employees who are not specified point(s) of contact in Section 1.2 will be verified by the proper contacts of both parties before action is taken.

2. Trouble Reporting and Resolution. The ICN shall provide for the following trouble reporting and resolution procedures:

2.1 The ICN network is monitored 24 hours per day, 7 days per week, utilizing a centralized control center for real-time status and alarm conditions. The ICN network operations and maintenance are applicable to all services delivered by the ICN. The ICN Service Desk is the point of contact for trouble reporting. Call locally 725-4400 or toll free 1-800-572-3940. Phones are answered 24 hours per day. Following are service standards relative to operations and management of the network

2.1.1 Network Surveillance. The ICN shall observe, monitor, analyze and report on all operations of the ICN Network. The ICN will identify network failures, troubles or degradation of service on the ICN fiber. The ICN will monitor the fiber path, but not City traffic. The ICN will notify the City point(s) of contact of ICN network failures, troubles or degradation of service. Locate and dispatch technicians when the ICN network experiences failures, troubles, or equipment degradation. Troubles and adverse network conditions are reported to the ICN Maintenance Supervisor for escalation or assistance in trouble shooting the problem that has been identified.

2.1.1.1 Trouble Ticketing and Escalation Follow-up. Trouble tickets are opened within 10 minutes of any trouble reported by City, staff, or vendors. Troubles generated by network surveillance are opened within 20 minutes on major alarms or daily thresholds.

2.1.1.2 All network outages (i.e. fiber cuts) and platform outages (i.e. video platform, internet and firewall) will follow current ICN Standard Procedures for escalation and resolution.

2.2 Scheduled Maintenance Activities. Unless expressly stated elsewhere in this Agreement, all Parties whose network traffic may be impaired or affected during the scheduled maintenance will be notified 3 business days before a routine scheduled maintenance window will take place. In the event that an "Emergency Maintenance Window" is required, the ICN will give City as much advanced notice as possible. An emergency maintenance window is defined as repair work that is required to restore service that is not performing to engineered standards. If the scheduled maintenance day or time needs to be altered for City, every effort will be made to accommodate the request. The ICN will provide notification (via the ICN MaintList e-mail server system) of scheduled maintenance activities to City points of contact as maintenance windows are scheduled. City must provide the ICN with valid contact names and telephone

numbers for daytime and after-hours contact. City must also submit their point of contact information for the ICN to add to the MaintList e-mail distribution system. Routine maintenance is scheduled to be worked between the hours of midnight and 6:00 AM and is not restricted to any one day of the week or weekend. The ICN will make every effort to assure that the least amount of disruption of service to our customers as the result of maintenance work being performed. The ICN also reserves the right to perform network maintenance as required for the common good of all users of the ICN network. Any maintenance activity that affects only one ICN customer will be scheduled and approved jointly with the affected customer. All other maintenance work will be performed by the ICN within its own discretion, within the timeframes stated within this section and within the notification guidelines also stated in this section, including the guidelines related to emergency maintenance.

2.3 Cable Locates. When any contractor or citizen of Iowa begins any type of excavating, they are required to inform the Iowa One Call Center (IOC). IOC will determine the location and call all utilities that may be affected. Based on the IOC notification, the IOC will dispatch from the locate desk maintenance personnel to the affected site. Such maintenance personnel will verbally clear the situation, physically mark the location, and/or stand by the construction site during digging. Measures to be used are determined by the proximity of the proposed digging to ICN/ City Cable.

2.4 Notification of Service Impairments. If service disruptions or degradation of service of any type is detected through network surveillance, the ICN Service Desk will notify City point of contact or City Help Desk via phone or via written media, including electronic mail, on the disruption as soon as identified and affected customers are determined. The ICN Service Desk will give updates on reported or detected service disruptions or degradation as follows:

2.4.1 Customer updates will be given as requested for Network Outages (including fiber cuts) and Platform Outages (i.e. Internet) during the standard business hours of 8:00 AM until 5:00 PM Monday thru Friday. The customer can request continued updates for after hours if a contact name and telephone number is provided.

2.4.2 City is required to notify the ICN Service Desk at 515-725-4400 or 800-572-3940, of any planned outages that will impact the ICN and its ability to provide service to City or other authorized users. This notification must be provided at least 5 business days before the work is to be done unless it is an emergency.

2.4.3 24x7 access to City buildings, building demarcation points, communication closets, equipment rooms, and other locations where ICN delivers either ICN or LEC services is required to be provided by City to ICN technicians to insure service guarantees and response times to repair. Access may be arranged via the City Service Desk. Advance notice will be required for escorted access. If 24 x 7 access is not available to ICN technicians, ICN service guarantees and response times to repair will not be honored. Escorted Access will be provided to the ICN on a 24 x 7 basis. If ICN access to City facilities is necessary due to a City request or requirement, the ICN shall not be charged an escort fee.

2.5 Due to the urgent nature, trouble calls shall be made to the ICN Service Desk via telephone:

2.5.1 Local (within Des Moines calling region) at 515-725-4400.

2.5.2 Outside Des Moines calling region at 1-800-572-3940.

2.6 City and the ICN will conduct periodic review of problems and develop procedures for outage and problem discussion and service improvement efforts. Examples include but are not limited to: chronic and recurring problems and major outages.

Schedule A.1
Scope of Services
City of Windsor Heights and ICN: Initial Network Exchange

Project Description:

The City of Windsor Heights (City) and ICN have agreed to an exchange of facilities in order to complete the extension of a joint use fiber optic network through the City of Windsor Heights to the cities of: Des Moines, W. Des Moines, Clive and Urbandale. This joint network completes the connections between various points as depicted in Appendix 2 Route Overview Maps.

WINDSOR HEIGHTS RESPONSIBILITIES: City will own and maintain their network as detailed below under Appendix 1.

ICN RESPONSIBILITIES: The ICN will own and maintain their network as detailed below under Appendix 1.

ICN PROPERTY: Except as provided in the Installation of City Equipment section of this Scope of Services, City shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair or otherwise tamper with any ICN property without the written consent of the ICN. The Parties agree that no party other than the ICN or a contractor under the direct supervision of the ICN shall be permitted to perform maintenance or splicing on the Fiber. Splicing and Maintenance information is more fully explained in Exhibits A & B attached to the Agreement.

WINDSOR HEIGHTS PROPERTY: Except as provided in the Installation of ICN Equipment section of this Scope of Services, ICN shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair or otherwise tamper with any City property without the written consent of the City. The Parties agree that no party other than the City or a contractor under the direct supervision of the City shall be permitted to perform maintenance or splicing on the Fiber. Splicing and Maintenance information is more fully explained in Exhibits A & B attached to the Agreement.

FIBER MAINTENANCE:

A. City, or a City authorized contractor, shall perform all maintenance on the City network facilities, including duct/conduit and allocated Fiber, including any repairs, restoration, and relocation that may become necessary during the term of this Agreement. If City incurs any costs associated with repairs, restoration, or relocation, the ICN shall reimburse City for the ICN's proportional share of fibers. In the event that the fiber repairs are necessitated by fiber damage caused by a third party, City will first attempt to recover the cost of repair from the negligent third party. If City is unable to recover the full cost of damage repair from the third party, the ICN shall reimburse City for their proportional share of the costs for the repair. In the event of a fiber cut or other need for an emergency repair, upon notification by the State, City shall commence to respond to correct the interruption in service or per Section D. allow ICN to facilitate emergency repair. The ICN shall contact City at 515-645-6825 in the event of a service interruption. Upon repair and when appropriate, City will invoice the ICN for their proportional share of the costs for the repair.

B. If City or a contractor operating under the direction of City performs any activity, such as, but not limited to: splicing, accesses splice cases, or performs any other procedure that could accidentally disrupt the passage of light in the Fibers or otherwise directly impact the ICN's designated fibers, the activity must be preplanned five (5) working days in advance and performed during established ICN Maintenance Windows (normally midnight - 6 AM.) City shall call the ICN Service Desk at 515-725-4400 or 1-800-572-3940 to establish all maintenance windows. City may modify its designated Dark Fiber by splicing, terminating, or otherwise extending its facilities. The five working day notice does not apply to emergency repairs.

C. Cable damage or fiber cuts are designated as "Interruptions of service" and must be acknowledged by City within 30 minutes of notification by the ICN Service Desk. Service restoration standards as follows must be met. Timeframes beginning with notification or knowledge of outage are not to exceed:

A. Technicians on site of suspected fiber cut	Two (2) hours
B. Identification of cut location and damaged fibers	Four (4) hours
C. First fiber is restored	Six (6) hours
D. All fibers spliced and all services restored	Eight (8) hours

- D. If City or a City authorized contractor is unable to restore service to the ICN designated fiber within the time frames listed above, City will grant the ICN reasonable access for ICN and/or ICN authorized contractors to restore the interrupted service.
- The parties understand and acknowledge the following:
 - Due to restrictions within Iowa Code and ICN administrative rules, ICN is unable to provide services to those that are not identified as an authorized user. Pursuant to IAC 751-17.4(8D) ICN is able to provide repair and restoration services to the City shared duct and allocated fiber.
 - The ICN is restricted from providing repair or restoration services to other duct/fiber that the ICN is not a party to or located within.
 - ICN will not provide any repair or restoration services on duct that houses any electrical cables within.
- E. The ICN and City shall proportionally share costs as they relate to, but not limited to, moves, adds, changes, upgrades, relocations, emergency repairs, etc. that are or may be required in order to maintain proper operation of the fiber and conduit pathway. The City and ICN will share the costs associated with relocations based on the following:
- Replacement and/or Repair of the ICN occupied conduit and related infrastructure – 50/50 split
 - Replacement and/or Repair of the 72 count fiber cable shall be based upon the proportionate share of allocated fibers; initially the City will be allocated 12 fibers.
 - Any requests for access to the fiber cable will be at the cost of the requestor.
 - If conduit and or cable relocates of the fiber are at the request or requirement of City or ICN, the requesting/requiring Party shall obtain the other party's approve of the changes and confirmation that they will share costs as agreed to by the parties.
 - If the fiber must be moved or altered at the request or requirement of a third party, and if the cost is unable to be recovered from the third party, the cost shall be shared proportionally between the ICN and City.
 - If City allocates some of their fibers to other entities, it shall be City responsibility to collect the fair/proportional share of costs for relocates and/or repairs from those entities.

COMPENSATION: No fees will be exchanged between the Parties for use of the conduit, installation of cable and initial splicing of the cable.

APPENDIX 1

Designated Route and Fiber Assignment Matrix with Responsibilities

DESCRIPTION OF ROUTE & FIBER ASSIGNMENTS:

Windsor Heights (City) Responsibilities/Ownership: The City has provided access to existing conduit pathways, handhole/manhole structures, and cabinets for the installation of the fiber optic cable segments. For the segments utilized for the installation of the joint use fiber optic cable the following applies:

- A. Non-Recurring Conduit or Fiber Fee: N/A
- B. Annual Maintenance Fee: N/A
- C. Non-Recurring Installation Charges: N/A
- D. Collocation Required: N/A
- E. Locate Responsibility: ICN for joint use fiber optic cable segments. Windsor Heights for all other segments.
- F. Maintenance Responsibility: Windsor Heights for the conduit pathway including, handhole/manhole structures and cabinets.
- G. Emergency Maintenance Responsibility: Windsor Heights for the conduit pathway including, handhole/manhole structures and cabinets.
- H. Relocation Responsibility:
 - a. Windsor Heights and ICN will coordinate on any required relocations projects and engineering designs.
 - b. Windsor Heights will be responsible for the engineering design and installation of the conduit, handhole/manholes structures and cabinets related to relocations.
 - c. The ICN will be responsible for the engineering design and installation of the joint use fiber optic cable and splicing.
 - d. Cost Sharing: Will be proportionally shared per Schedule A.1, section E.
- I. Term: Coterminous with the Master Agreement

City Conduit Ownership: City will own and maintain the network facilities such as conduit/duct, handhole/manholes, cabinets, etc. related to the fiber optic run identified in the attached PDFs.

ICN Responsibilities/Ownership: The ICN coordinated, provided and installed the fiber optic cable for the segments listed below. For the segments utilized for the installation of the joint use fiber optic cable the following applies:

- A. Non-Recurring Fiber Fee: N/A
- B. Annual Maintenance Fee: N/A
- C. Non-Recurring Installation Charges: N/A
- D. Collocation Required: N/A
- E. Locate Responsibility: ICN for joint use fiber optic cable segments.
- F. Maintenance Responsibility: ICN for joint use fiber optic cable segments.
- G. Emergency Maintenance Responsibility: ICN for joint use fiber optic cable segments.
- H. Relocation Responsibility:
 - a. Windsor Heights and ICN will coordinate on any required relocations projects and engineering designs.
 - b. Windsor Heights will be responsible for the engineering design and installation of the conduit, handhole/manholes structures and cabinets related to relocations.
 - c. The ICN will be responsible for the engineering design and installation of the joint use fiber optic cable and splicing.
 - d. Cost Sharing: Will be proportionally shared per Schedule A.1, section E.
- I. Term: Coterminous with the Master Agreement

ICN Fiber Ownership: ICN will own and maintain the 72 count fiber optic cable installed within the City duct as detailed within this Agreement.

Fiber Segments	ICN Fibers	City Allocated Fibers
A: 72 Fiber (ICN Links 2023/2023A) University Ave – from NW 73 rd St to NW 63 rd St	60	12
B: 72 Fiber (ICN Link 2045) NW 73 rd St – from Center St to University Ave	60	12
C: 72 Fiber (ICN Link 2046) NW 73 rd St – from University Ave to Bellaire Ave	60	12
D: 72 Fiber (ICN Link 2030) NW 73 rd St – from Bellaire Ave to Hickman Road	60	12
E: 72 Fiber (ICN Link 2030) Hickman Rd – from NW 73 rd St to NW 80 th St	60	12

Sheath Identifier	Tube/Stand Identifier	Fiber Assignment
72 Strand Single Mode Sheath	Blue	ICN
	Orange	ICN
	Green	ICN
	Brown	City (Fibers 37- 48)
	Slate	ICN
	White	ICN

APPENDIX 2

Route Overview Drawings

Maps detailing the Designated Route and Fiber Assignment shall be created and included for both Clly and ICN responsibilities and added as needed or as the network facilities are revised or augmented.

Attached are the initial As-builts which provide cable routes and fiber access points.

- Link 2023 & 2023A 77193107 73rd & Univ to 63rd & Univ 11-8-19 ok f.pdf
- Link 2030 (North end) 77193107 Clive School to 7900 Hickman 10-30 GC.pdf
- Link 2045 77193107 8th & I-235 to 73rd & Univ 10-30 GC.pdf
- Link 2046 (South end) 77193107 73rd & Univ to Clive School 10-30 F.pdf



STAFF REPORT
CITY COUNCIL
May 6, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Food Truck Change Order

GENERAL INFORMATION

BMI has completed the Food Truck Plaza design and obtained pricing from Caliber. The quoted price is \$299,548.82. This is above the originally engineers estimate of \$230,000, however, the final design incorporates several design elements that enhance the food truck plaza and set the stage for future area improvements and/or produce cost savings, including approximately \$25,000 in future savings for electrical feeders for the future tennis and pickleball courts.

These additions include:

1. Redoing the complete southern parking lot curb with ADA access points. This curb will remain when the parking lot is eventually resurfaced and avoid any damage to the sidewalk during this resurfacing. A small section of concrete originally planned for the tennis court phase is also now included in this phase to assist with food truck turning radius.
2. Addition of raised plantings areas and 11 trees to the food truck plaza breaking up the sea of concrete in the original concept. Additional of colored/stained concrete in some areas to better delineate walkways and food truck parking spaces.
3. Adds two 30 amp, one 50 amp and a 110 amp outlet to each of the three brick pedestals.
4. Addition of electrical conduit run to tennis court area. Addition of a distribution cabinet southeast of the plaza for electrical to serve the food truck plaza and future tennis courts. This halves the future electrical copper run to the tennis courts, reducing future costs, and provides improved panel access if a breaker is tripped. This is a more complete overall design then patching these features into the existing distribution equipment.

The electrical changes are the most significant cost driver to this change order and did come in a bit more expensive than engineers cost estimate, though some price reductions were achieved after additional discussion with the contractor.

Administration believes the final design is of high quality and would prefer to see the food truck plaza completed this construction year alongside the other disruptive work taking place in the park. While the additional food truck outlet options are a nice amenity, they are a luxury with to be determined utility. However, with the desire to retain the existing brick pedestals and future electrical needs for the tennis courts, administration believes the proposed electrical additions are reasonable and recommends approval of the change order as presented.

If the proposed price is not palatable to Council, the following alternatives are available:

1. Do not approve the change order and incorporate the food truck plaza into a future park improvement phase with competitive bidding which could result in nominally lower pricing. The additional electrical outlets options could be incorporated into a future phase as a bid alternative. However, if awarded the \$99,000 Prairie Meadows Grant, this project would have to be advanced by Spring 2025 given the grant requirements.
2. Ask Caliber to reprice the project with some electrical components removed. From a timing standpoint this will likely be challenging if there is still a desire to complete this section by mid-summer.

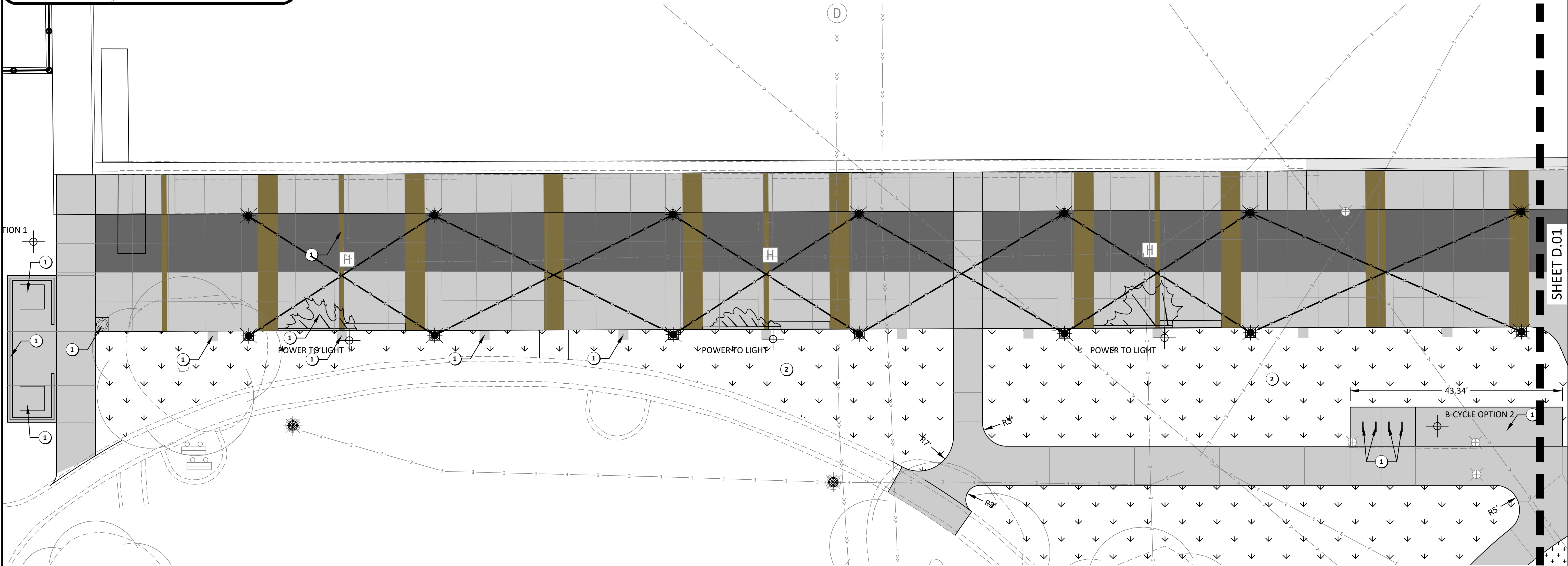
Funding for the project is available from the \$500,000 repurposing of University Ave bond proceeds. This is an allowable cost under the Amended Urban Renewal Plan. A grant for \$99,000 remains outstanding for the food truck plaza fixtures with a decision expected mid-July.

ATTACHMENTS

1. Food Truck Plaza DRAFT Design
2. Food Truck Plaza FINAL Design
3. 2023 Colby Park Improvements Change Order No.3

PRELIMINARY
NOT FOR CONSTRUCTION,
RECORDING PURPOSES, OR
IMPLEMENTATION.

KEY MAP

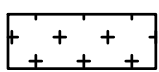


LEGEND

SIDEWALK, PCC, 5 IN



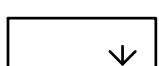
LANDSCAPE BED



INTEGRAL COLOR
CONCRETE, TYPE 1



TURF GRASS



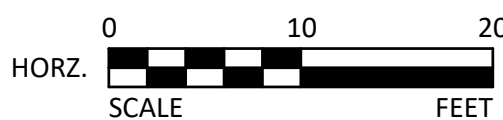
INTEGRAL COLOR
CONCRETE, TYPE 2



SITE LAYOUT KEYNOTES:

- 1 CAST STONE SEAT WALLS, SEE SHEET XX
- 2 LANDSCAPE BED, SEE LANDSCAPE SHEETS
- 3 CONCRETE STEPPER, SEE DETAIL XX/XX
- 4 ADA RAMP, SEE GRADING SHEETS & DETAIL SHEET XX/XX
- 5 LIGHT POLE, SEE ELECTRICAL SHEETS
- 6 BIKE RACKS, SEE DETAIL XX/XX
- 7 LANDSCAPE BERM

- 8
- 9 LIMESTONE SEAT WALLS, SEE DETAIL XX/XX
- 10
- 11
- 12
- 13
- 14



REV	ISSUED FOR	DATE
A	60% PLANS - NOT FOR CONSTRUCTION	05-05-2023



430 E GRAND AVE, SUITE 101
DES MOINES, IOWA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com



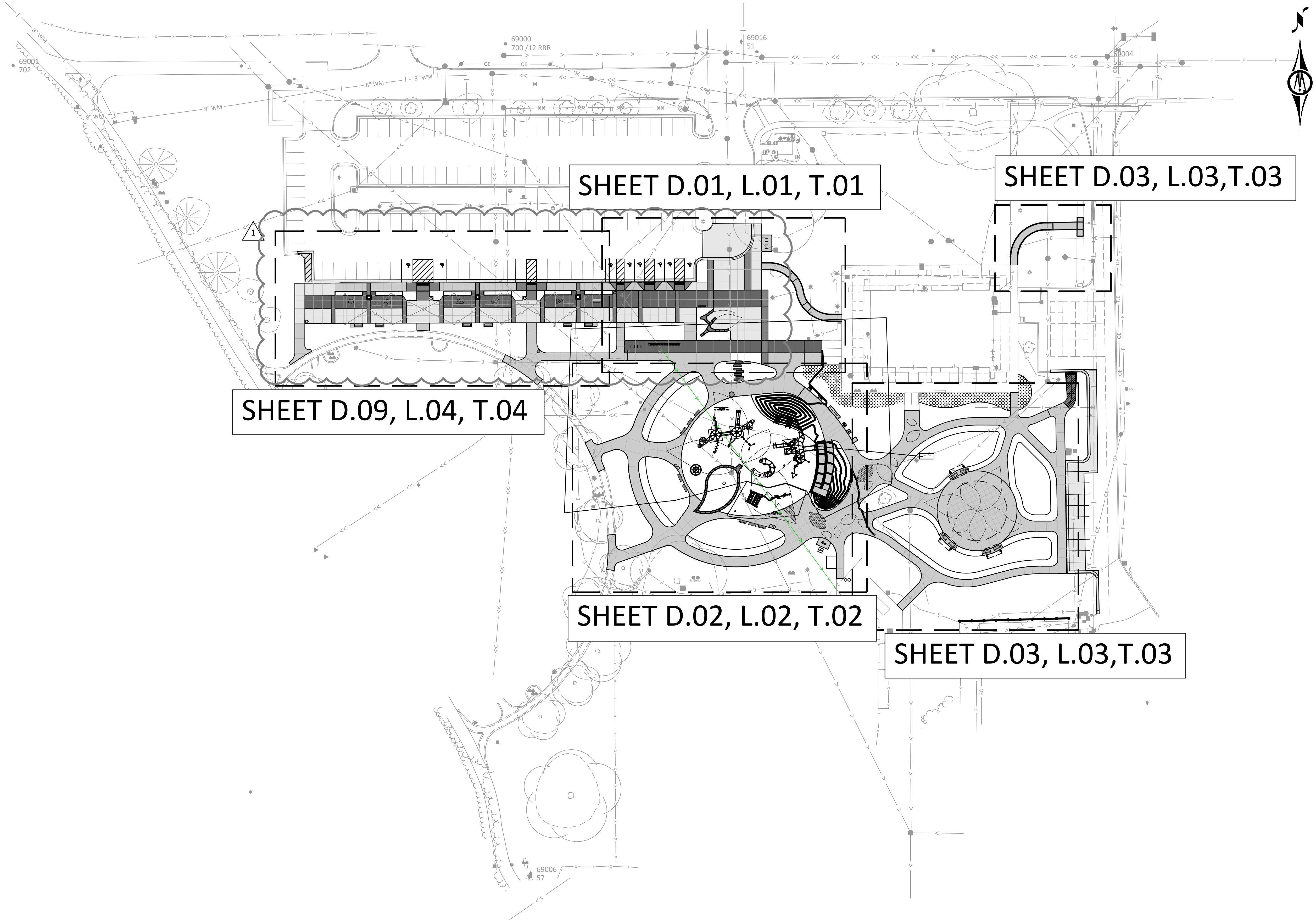
DESIGNED NW/NRJ/TJN
SEALED JLE
CHECKED CB
CLIENT PROJ. NO. 076.128908

CITY OF WINDSOR HEIGHTS, IOWA
COLBY PARK PHASE 2

LAYOUT AND GRADING

SHEET

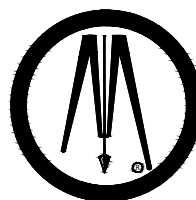
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REV	ISSUED FOR	DATE
0	BID SET	10-03-2023
1	PR-03	04-04-2024



**BOLTON
& MENK**

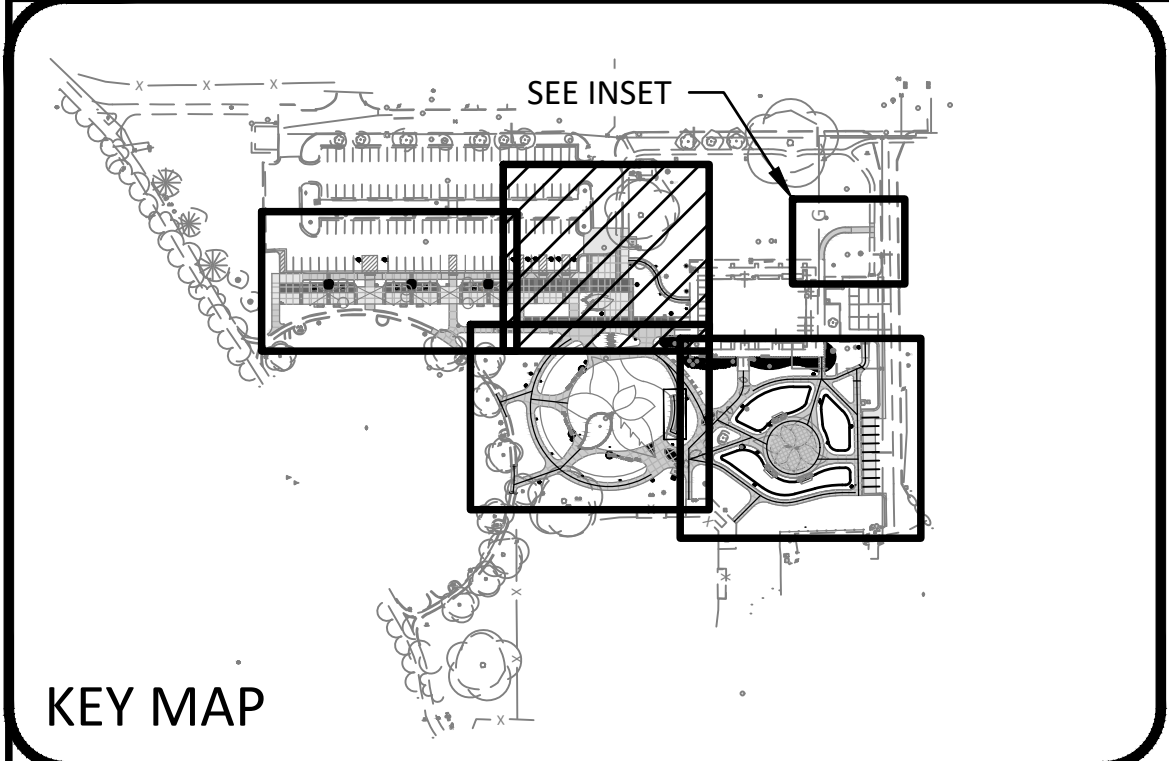
430 E GRAND AVE, SUITE 101
DES MOINES, IOWA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com



DESIGNED NW/NRJ/TJN
SEALED JLE
CHECKED CB
CLIENT PROJ. NO. 076.128908

CITY OF WINDSOR HEIGHTS, IOWA
2023 COLBY PARK IMPROVEMENTS
OVERALL SITE MAP

SHEET
D.00



SITE LAYOUT KEYNOTES:

- 1 REINFORCED CAST-IN-PLACE CONCRETE WALL (LEAF SEAT WALLS) OR CAST STONE CUSTOM WALLS, SEE DETAIL 1/B.07
- 2 CONCRETE STEPPING PLANKS, SEE DETAIL 5/B.07
- 3 RAMP WITH HANDRAIL, SEE GRADING SHEETS & DETAIL SHEET 8/B.01
- 4 NOT USED
- 5 BIKE RACK, SEE DETAIL 3/B.03
- 6 B-CYCLE STATION, (COORDINATE W/B-CYCLE BEFORE REMOVAL & NEW PLACEMENT)
- 7 LANDSCAPE BERM, SEE GRADING SHEETS
- 8 STONE BLOCK BENCH, SEE DETAIL 3/B.07
- 9 STONE BLOCK BENCH WITH BENCH (WOOD), SEE DETAIL 4/B.07
- 10 DRINKING FOUNTAIN, SEE DETAIL SHEET 8.03 (WATER FOUNTAIN MUST BE INSTALLED BY MAY 2024)
- 11 TRASH & RECYCLING RECEPTACLES, BY OTHERS
- 12 DUMOR BENCH, BY OTHERS
- 13 LIGHTING, SEE ELECTRICAL SHEETS
- 14 EXISTING KIOSK, REMOVE AND REINSTALL (BY OWNER)
- 15 REINSTALL SALVAGED BUTTERFLY SCULPTURE AND CONCRETE BASE

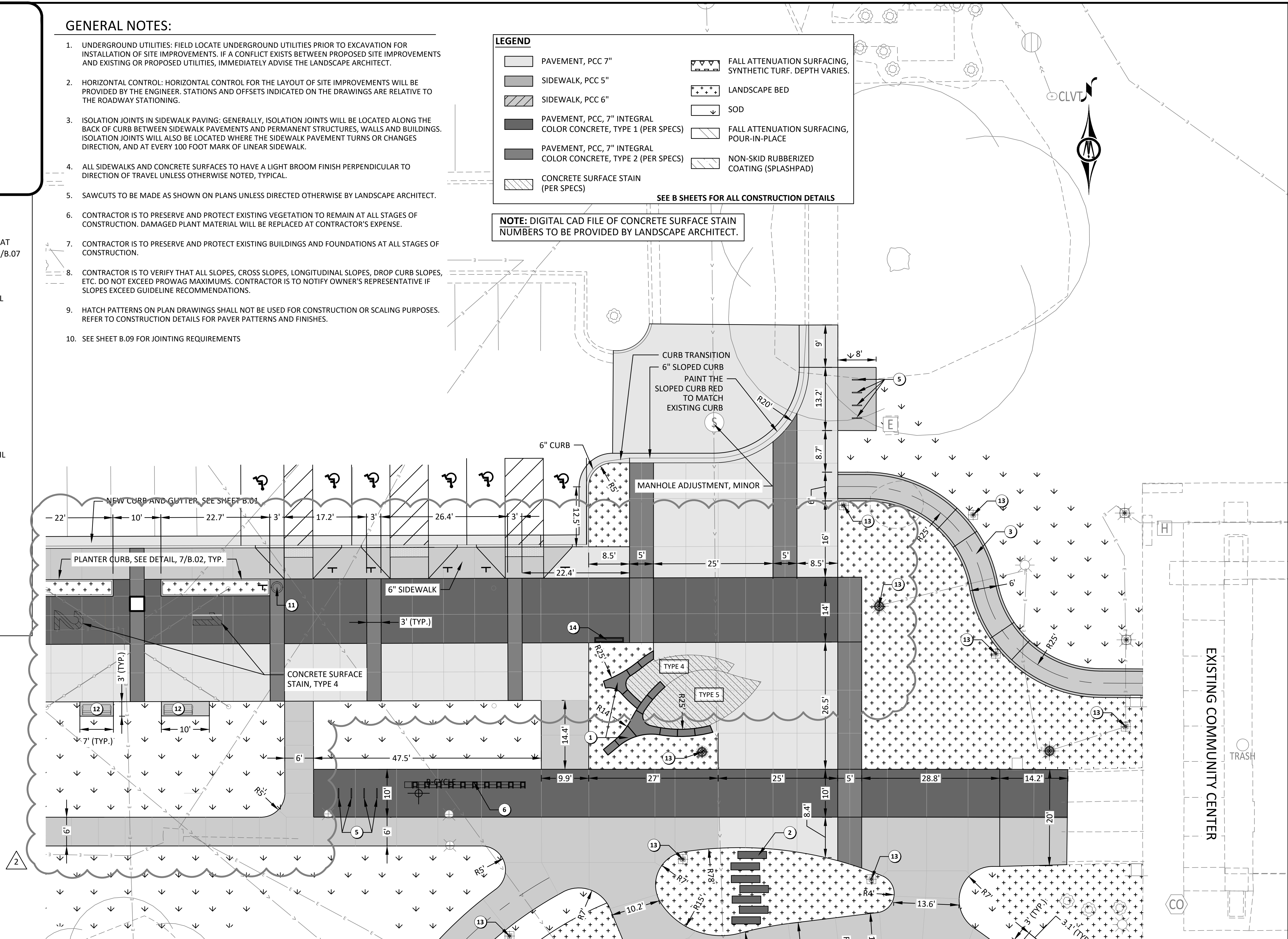
GENERAL NOTES:

1. UNDERGROUND UTILITIES: FIELD LOCATE UNDERGROUND UTILITIES PRIOR TO EXCAVATION FOR INSTALLATION OF SITE IMPROVEMENTS. IF A CONFLICT EXISTS BETWEEN PROPOSED SITE IMPROVEMENTS AND EXISTING OR PROPOSED UTILITIES, IMMEDIATELY ADVISE THE LANDSCAPE ARCHITECT.
2. HORIZONTAL CONTROL: HORIZONTAL CONTROL FOR THE LAYOUT OF SITE IMPROVEMENTS WILL BE PROVIDED BY THE ENGINEER. STATIONS AND OFFSETS INDICATED ON THE DRAWINGS ARE RELATIVE TO THE ROADWAY STATIONING.
3. ISOLATION JOINTS IN SIDEWALK PAVING: GENERALLY, ISOLATION JOINTS WILL BE LOCATED ALONG THE BACK OF CURB BETWEEN SIDEWALK PAVEMENTS AND PERMANENT STRUCTURES, WALLS AND BUILDINGS. ISOLATION JOINTS WILL ALSO BE LOCATED WHERE THE SIDEWALK PAVEMENT TURNS OR CHANGES DIRECTION, AND AT EVERY 100 FOOT MARK OF LINEAR SIDEWALK.
4. ALL SIDEWALKS AND CONCRETE SURFACES TO HAVE A LIGHT BROOM FINISH PERPENDICULAR TO DIRECTION OF TRAVEL UNLESS OTHERWISE NOTED, TYPICAL.
5. SAWCUTS TO BE MADE AS SHOWN ON PLANS UNLESS DIRECTED OTHERWISE BY LANDSCAPE ARCHITECT.
6. CONTRACTOR IS TO PRESERVE AND PROTECT EXISTING VEGETATION TO REMAIN AT ALL STAGES OF CONSTRUCTION. DAMAGED PLANT MATERIAL WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
7. CONTRACTOR IS TO PRESERVE AND PROTECT EXISTING BUILDINGS AND FOUNDATIONS AT ALL STAGES OF CONSTRUCTION.
8. CONTRACTOR IS TO VERIFY THAT ALL SLOPES, CROSS SLOPES, LONGITUDINAL SLOPES, DROP CURB SLOPES, ETC. DO NOT EXCEED PROWAG MAXIMUMS. CONTRACTOR IS TO NOTIFY OWNER'S REPRESENTATIVE IF SLOPES EXCEED GUIDELINE RECOMMENDATIONS.
9. HATCH PATTERNS ON PLAN DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION OR SCALING PURPOSES. REFER TO CONSTRUCTION DETAILS FOR PAVEMENT PATTERNS AND FINISHES.
10. SEE SHEET B.09 FOR JOINTING REQUIREMENTS

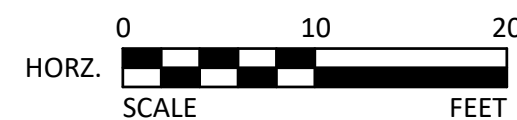
LEGEND

- | | |
|---|---|
| PAVEMENT, PCC 7" | FALL ATTENUATION SURFACING, SYNTHETIC TURF. DEPTH VARIES. |
| SIDEWALK, PCC 5" | LANDSCAPE BED |
| SIDEWALK, PCC 6" | SOD |
| PAVEMENT, PCC, 7" INTEGRAL COLOR CONCRETE, TYPE 1 (PER SPECS) | FALL ATTENUATION SURFACING, POUR-IN-PLACE |
| PAVEMENT, PCC, 7" INTEGRAL COLOR CONCRETE, TYPE 2 (PER SPECS) | NON-SKID RUBBERIZED COATING (SPLASHPAD) |
| CONCRETE SURFACE STAIN (PER SPECS) | |
- SEE B SHEETS FOR ALL CONSTRUCTION DETAILS

NOTE: DIGITAL CAD FILE OF CONCRETE SURFACE STAIN NUMBERS TO BE PROVIDED BY LANDSCAPE ARCHITECT.



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WINDSOR HEIGHTS, IA 50309
WINDSOR HEIGHTS, IA 50309



REV	ISSUED FOR	DATE
0	BID SET	10-03-2023
1	ADDENDUM #1	10-23-2023
2	PR-03	04-04-2024



430 E GRAND AVE, SUITE 101
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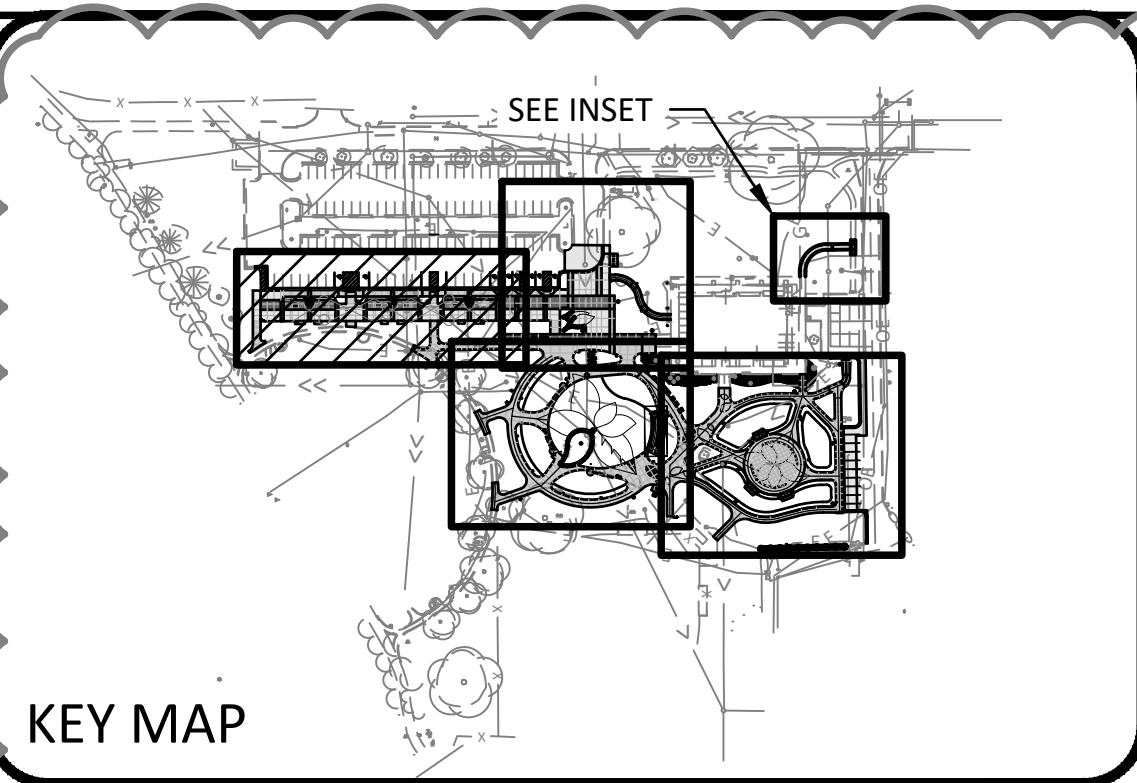
CITY OF WINDSOR HEIGHTS, IOWA

2023 COLBY PARK IMPROVEMENTS

LAYOUT PLAN

SHEET

D.01



SITE LAYOUT KEYNOTES:

- ① REINFORCED CAST-IN-PLACE CONCRETE WALL (LEAF SEAT WALLS) OR CAST STONE CUSTOM WALLS, SEE DETAIL 1/B.07
- ② CONCRETE STEPPING PLANKS, SEE DETAIL 5/B.07
- ③ RAMP WITH HANDRAIL, SEE GRADING SHEETS & DETAIL SHEET 8/B.01
- ④ NOT USED
- ⑤ BIKE RACK, SEE DETAIL 3/B.03
- ⑥ B-CYCLE STATION, **(COORDINATE W/B-CYCLE BEFORE REMOVAL & NEW PLACEMENT)**
- ⑦ LANDSCAPE BERM, SEE GRADING SHEETS
- ⑧ STONE BLOCK BENCH, SEE DETAIL 3/B.07
- ⑨ STONE BLOCK BENCH WITH BENCH (WOOD), SEE DETAIL 4/B.07
- ⑩ DRINKING FOUNTAIN, SEE DETAIL SHEET B.03 **(WATER FOUNTAIN MUST BE INSTALLED BY MAY 2024)**
- ⑪ TRASH & RECYCLING RECEPTACLES, BY OTHERS
- ⑫ DUMOR BENCH, BY OTHERS
- ⑬ LIGHTING, SEE ELECTRICAL SHEETS
- ⑭ EXISTING KIOSK, REMOVE AND REINSTALL (BY OWNER)
- ⑮ REINSTALL SALVAGED BUTTERFLY SCULPTURE AND CONCRETE BASE

LEGEND

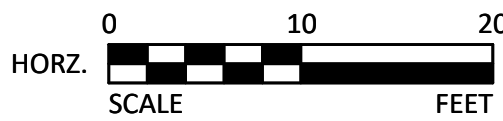
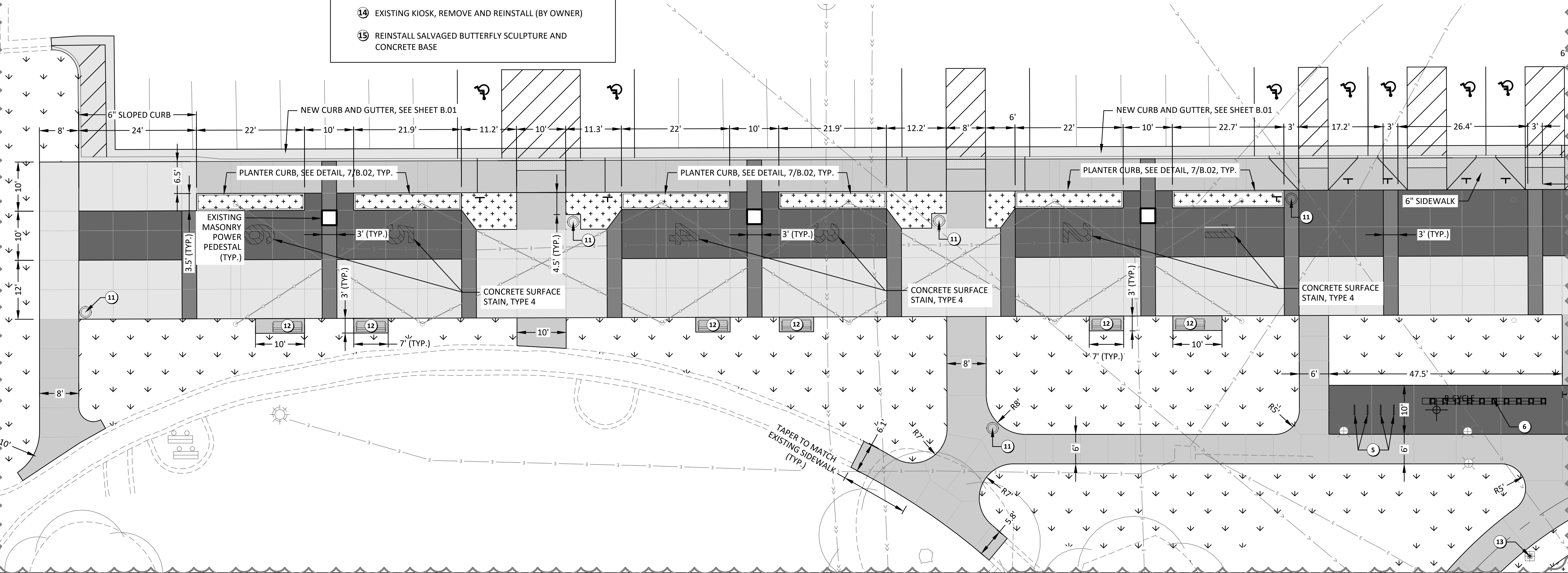
- | | | | |
|---|--|---|--|
|  | PAVEMENT, PCC 7" |  | FALL ATTENUATION SURFACING,
SYNTHETIC TURF. DEPTH VARIES. |
|  | SIDEWALK, PCC 5" |  | LANDSCAPE BED |
|  | SIDEWALK, PCC 6" |  | SOD |
|  | PAVEMENT, PCC, 7" INTEGRAL
COLOR CONCRETE, TYPE 1 (PER SPECS) |  | FALL ATTENUATION SURFACING,
POUR-IN-PLACE |
|  | PAVEMENT, PCC, 7" INTEGRAL
COLOR CONCRETE, TYPE 2 (PER SPECS) |  | NON-SKID RUBBERIZED
COATING (SPLASHPAD) |
|  | CONCRETE SURFACE STAIN
(PER SPECS) | | |

SEE B SHEETS FOR ALL CONSTRUCTION DETAILS

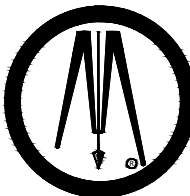
NOTE:

DIGITAL CAD FILE OF CONCRETE SURFACE STAIN
NUMBERS TO BE PROVIDED BY LANDSCAPE ARCHITECT.

SEE SHEET B.09 FOR JOINTING REQUIREMENTS



REV	ISSUED FOR	DATE
0	DID SET	10-03-2023
0	PR-03	04-04-2024



BOLTON & MENK

430 E GRAND AVE, SUITE 101
DES MOINES, IOWA 50309
Phone: (515) 259-9190
Email: DesMoines@bolton-menk.com
www.bolton-menk.com



DESIGNED
NW/NRJ/TJN
SEALED
JLE
CHECKED
CB
CLIENT PROJ. NO.
0T6.128908

CITY OF WINDSOR HEIGHTS, IOWA

2023 COLBY PARK IMPROVEMENTS

LAYOUT PLAN

SHEET

D.09



**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

May 2, 2024

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

RE: 2023 Colby Park Improvements
Change Order 3

Enclosed are three (3) copies of Change Order 3 for the 2023 Colby Park Improvements project under the contract between the City of Windsor Heights and Caliber Concrete.

Change Order No. 3 includes additional quantities and bid items associated with the addition of the food truck plaza.

Upon approval of Change Order 3, please sign all 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 Caliber Concrete.

If you have any questions or comments, please contact me at 515-259-9190.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, P.E.
Project Manager

Enclosure

CHANGE ORDER FORM**NO.: 003**

Owner: City of Windsor Heights
Engineer: Bolton & Menk, Inc.
Contractor: Caliber Concrete
Project: 2023 Colby Park Improvement

Owner's Project No.:
Engineer's Project No.: OT6.128908
Contractor's Project No.:

Contract Name:

Date Issued: May 2, 2024

Effective Date of Change Order: May 6, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: Addition of food truck plaza as directed by the owner.

Attachments: Attachment 1: Additional project items.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 2,852,637.72	Original Contract Times: Substantial Completion: 9/30/2024 Ready for final payment:
Increase from previously approved Change Orders No. 1 to No. 2: \$ 1,000.00	Increase from previously approved Change Orders No. 1 to No. 2: Substantial Completion: 0 Ready for Final Payment: 0
Contract Price prior to this Change Order: \$ 2,853,637.72	Contract Times prior to this Change Order: Substantial Completion: 9/30/2024 Ready for final payment:
Increase this Change Order: \$ \$299,548.82	Increase this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 3,153,186.54	Contract Times with all approved Change Orders: Substantial Completion: 9/30/2024 Ready for final payment:

Recommended by Engineer

By:

Title: Principal Engineer

Date: 5/2/2024

Accepted by Contractor

Authorized by Owner

By:

Title:

Date:

Approved by Funding Agency (if applicable)

ATTACHMENT 1

BID ITEM #	DESCRIPTION	QUANTITY CHANGE	UNIT	UNIT PRICE (\$)	VALUE OF BID ITEM
1	CLEARING AND GRUBBING	1	LS	\$4,500.00	\$4,500.00
2	TOPSOIL, COMPOST AMENDED	35	CY	\$90.00	\$3,150.00
3	EXCAVATION, CLASS 10	50	CY	\$50.00	\$2,500.00
28	PAVEMENT, PCC, 7 INCH	435	SY	\$109.86	\$47,789.10
30	PAVEMENT, PCC, 7 INCH, COLORED	455	SY	\$141.11	\$64,205.05
31	CURB AND GUTTER, 2 FT, 7 INCH	285	LF	\$51.60	\$14,706.00
32	REMOVAL OF SIDEWALK	715	SY	\$11.00	\$7,865.00
33	SIDEWALK, PCC, 5 INCH	105	SY	\$76.79	\$8,062.95
34	SIDEWALK, PCC, 6 INCH	-93	SY	\$82.26	(\$7,650.18)
37	CURB AND GUTTER REMOVAL	313	LF	\$9.00	\$2,817.00
39	TEMPORARY TRAFFIC CONTROL	1	LS	\$6,400.00	\$6,400.00
41	SOD	35	SQ	\$90.00	\$3,150.00
42	DECIDUOUS SHRUBS	47	EA	\$77.50	\$3,642.50
43	ORNAMENTAL TREE	-2	EA	\$346.50	(\$693.00)
44	PERENNIAL GROUND COVER (1 GAL)	-12	EA	\$36.00	(\$432.00)
45	DECIDUOUS TREE	11	EA	\$517.50	\$5,692.50
46	EVERGREEN TREE	1	EA	\$440.50	\$440.50
47	SWPPP PREPARATION	1	LS	\$500.00	\$500.00
49	FILTER SOCK, 8"	600	LF	\$3.25	\$1,950.00
51	MOBILIZATION	1	LS	\$8,623.00	\$8,623.00
54	CONCRETE SURFACE STAIN	90	SF	\$10.00	\$900.00
76	PAVEMENT MARKINGS REMOVED	2	STA	\$2,000.00	\$4,000.00
79 (NEW)	CONCRETE PLANTER CURB	295	LF	\$52.12	\$15,375.40
80 (NEW)	ELECTRICAL IMPROVEMENTS	1	LS	\$102,055.00	\$102,055.00
TOTAL					\$ 299,548.82



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of the 1st Reading of Ordinance 2024-04 - An Ordinance
Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by
Amending Chapter 185, Governing Floodplain Management

GENERAL INFORMATION

ATTACHMENTS

1. Proposed Floodplain Management Chapter 185
2. Memo From JEO

ORDINANCE NO. 2024-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY AMENDING CHAPTER 185, GOVERNING FLOODPLAIN MANAGEMENT

WHEREAS, the City of Windsor Heights seeks to protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses; and

WHEREAS, the City Council deems it necessary to adopt this ordinance to protect property values, the local economy and the quality of life for its residents by minimizing flood losses; and

WHEREAS, the City Council of the City of Windsor Heights do hereby find and declare that the revisions to the floodplain management ordinance are necessary and will promote the health, safety, general welfare and aesthetics of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA:

SECTION 1. Purpose. The purpose of this ordinance is to amend Chapter 185 of the Windsor Heights Code of Ordinances to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses.

SECTION 2. Amended. Chapter 185 of the Windsor Heights Code of Ordinances, Sidewalk Regulations, is amended and replaced with the attached Exhibit A.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall be effective after the final passage, approval and publication as provided by law.

Passed and Approved this _day of_____, 2024.

1st Reading:

2nd Reading:

3rd Reading:

Publish Date:

ATTEST:

(SEAL)

Mike Jones, Mayor

Adam Strait, City Clerk

EXHIBIT A

TABLE OF CONTENTS

<u>Section 185.01</u> - Definitions	2
<u>Section 185.02</u> - Statutory Authority, Findings of Fact and Purpose	5
<u>Section 185.03</u> - General Provisions	6
<u>Section 185.04</u> - Administration	7
<u>Section 185.05</u> - Establishment of Zoning (Overlay) Districts.....	8
<u>Section 185.06</u> - Floodway (Overlay) District (FW).....	8
<u>Section 185.07</u> - Floodway Fringe (Overlay) District FF	9
<u>Section 185.08</u> - General Floodplain (Overlay) District (GF)	12
<u>Section 185.09</u> - Shallow Flooding (Overlay) District (SF).....	13
<u>Section 185.10</u> - Appointment and Duties of Board of Adjustment.....	13
<u>Section 185.11</u> - Nonconforming Uses	15
<u>Section 185.12</u> - Penalties for Violation	15
<u>Section 185.13</u> - Amendments.....	15

FLOODPLAIN MANAGEMENT ORDINANCE

185.01 - Definitions

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

APPURTENANT STRUCTURE - A structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

BASE FLOOD - The flood having one (1) percent chance of being equaled or exceeded in any given year. (Also commonly referred to as the "100-year flood").

BASE FLOOD ELEVATION (BFE) - The elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

BASEMENT - Any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."

DEVELOPMENT - Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. "Development" does not include "minor projects" or "routine maintenance of existing buildings and facilities" as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.

ENCLOSED AREA BELOW LOWEST FLOOR - The floor of the lowest enclosed area in a building when all the following criteria are met:

- A. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of 185.07(2)(D)(1) of this Ordinance, and
- B. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
- C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least two (2) feet above the base flood elevation, and
- D. The enclosed area is not a "basement" as defined in this section.

EXISTING CONSTRUCTION - Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.

EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

EXPANSION OF EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - The preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FACTORY-BUILT HOME - Any structure, designed for residential use which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Ordinance factory-built homes include mobile homes, manufactured homes, and modular homes; and also include "recreational vehicles" which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

FACTORY-BUILT HOME PARK OR SUBDIVISION - A parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

FIVE HUNDRED (500) YEAR FLOOD - A flood, the magnitude of which has a two-tenths (0.2) percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every five hundred (500) years.

FLOOD - A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - The official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - A report published by FEMA for a community issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.

FLOODPLAIN - Any land area susceptible to being inundated by water as a result of a flood.

FLOODPLAIN MANAGEMENT - An overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

FLOODPROOFING - Any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

FLOODWAY - The channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one (1) foot.

FLOODWAY FRINGE - Those portions of the Special Flood Hazard Area outside the floodway.

HIGHEST ADJACENT GRADE - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - Any structure that is:

- A. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either i) an approved state program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

LOWEST FLOOR - The floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of Enclosed Area below Lowest Floor are met.

MAXIMUM DAMAGE POTENTIAL DEVELOPMENT - Hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building

complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.

MINOR PROJECTS - Small development activities (except for filling, grading and excavating) valued at less than \$500.

NEW CONSTRUCTION - (new buildings, factory-built home parks) - Those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.

NEW FACTORY-BUILT HOME PARK OR SUBDIVISION - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the effective date of the first floodplain management regulations adopted by the community.

RECREATIONAL VEHICLE - A vehicle which is:

- A. Built on a single chassis;
- B. Four hundred (400) square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES - Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

- A. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- B. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
- C. Basement sealing;
- D. Repairing or replacing damaged or broken window panes;
- E. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

SPECIAL FLOOD HAZARD AREA (SFHA) - The land within a community subject to the "base flood". This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

START OF CONSTRUCTION - Includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - Anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities and/or other similar uses.

SUBSTANTIAL DAMAGE - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.)

SUBSTANTIAL IMPROVEMENT - Any improvement to a structure which satisfies either of the following criteria:

- A. Any repair, reconstruction or improvement of a structure taking place during a 10-year period, the cumulative cost of which, equals or exceeds fifty (50) percent of the market value of the structure either (i) before the "start of construction" of the first improvement of the structure, or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred.)

The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an "historic structure", provided the alteration will not preclude the structure's designation as an "historic structure".

- B. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after the effective date of the first floodplain management regulations adopted by the community shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

VARIANCE - A grant of relief by a community from the terms of the floodplain management regulations.

VIOLATION - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

185.02 - Statutory Authority, Findings of Fact and Purpose

1. The Legislature of the State of Iowa has in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.
2. Findings of Fact
 - A. The flood hazard areas of the City of Windsor Heights are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community.
 - B. These flood losses, hazards, and related adverse effects are caused by: (i) The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding and (ii) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities.
 - C. This ordinance relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Department of Natural Resources.
3. Statement of Purpose

It is the purpose of this Ordinance to protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in 185.02(2)(A) of this Ordinance with provisions designed to:

 - A. Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.

- B. Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.
- C. Require that uses vulnerable to floods, including public facilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
- D. Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.
- E. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

185.03 - General Provisions

1. Lands to Which Ordinance Apply

The provisions of this Ordinance shall apply to all lands within the jurisdiction of the City of Windsor Heights shown on the Official Floodplain Zoning Map as being within the boundaries of the Floodway, Floodway Fringe, and General Floodplain (Overlay) Districts, as established in Section 185.05.

2. Establishment of Official Floodplain Zoning Map

The Flood Insurance Rate Map (FIRM) for Polk County and Incorporated Areas, City of Windsor Heights, Panels 19153C0326F, 0327F, and 0329F, dated February 1, 2019, which were prepared as part of the Flood Insurance Study for Polk County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this ordinance.

3. Rules for Interpretation of District Boundaries

The boundaries of the zoning district areas shall be determined by scaling distances on the Official Floodplain Zoning Map. When an interpretation is needed as to the exact location of a boundary, the Building Official shall make the necessary interpretation. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Building Official in the enforcement or administration of this Ordinance.

4. Compliance

No structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.

5. Abrogation and Greater Restrictions

It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

6. Interpretation

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

7. Warning and Disclaimer of Liability

The standards required by this Ordinance are considered reasonable for regulatory purposes. This Ordinance does not imply that areas outside the designated Floodplain (Overlay) District areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Windsor Heights or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made there under.

8. Severability

If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

185.04 - Administration

1. Appointment, Duties and Responsibilities of Local Official

- A. The Building Official is hereby appointed to implement and administer the provisions of this Ordinance and will herein be referred to as the Administrator.
- B. Duties and responsibilities of the Administrator shall include, but not necessarily be limited to the following:
 - 1) Review all floodplain development permit applications to assure that the provisions of this Ordinance will be satisfied.
 - 2) Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.
 - 3) Record and maintain a record of (i) the elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved structures or (ii) the elevation to which new or substantially improved structures have been floodproofed.
 - 4) Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
 - 5) Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this Ordinance.
 - 6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.
 - 7) Notify the Federal Insurance Administrator of any annexations or modifications to the community's boundaries.
 - 8) Review subdivision proposals to ensure such proposals are consistent with the purpose of this ordinance and advise the Board of Adjustment, Planning and Zoning and City Council of potential conflict.
 - 9) Maintain the accuracy of the community's Flood Insurance Rate Maps when;
 - a. Development placed within the Floodway (Overlay) District results in any of the following:
 - (i) An increase in the Base Flood Elevations, or
 - (ii) Alteration to the floodway boundary
 - b. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
 - c. Development relocates or alters the channel.

Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

- 10) Perform site inspections to ensure compliance with the standards of this Ordinance.
- 11) Forward all requests for Variances to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment.

2. Floodplain Development Permit

- A. Permit Required - A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, storage of materials or equipment, excavation or drilling operations), including the placement of factory-built homes.
- B. Application for Permit - Application shall be made on forms furnished by the Administrator and shall include the following:
 - 1) Description of the work to be covered by the permit for which application is to be made.
 - 2) Description of the land on which the proposed work is to be done (i.e., lot, block, track, street address or similar description) that will readily identify and locate the work to be done.
 - 3) Location and dimensions of all structures and additions
 - 4) Indication of the use or occupancy for which the proposed work is intended.
 - 5) Elevation of the base flood.

- 6) Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of structures or of the level to which a structure is to be floodproofed.
 - 7) For structures being improved or rebuilt, the estimated cost of improvements and market value of the structure prior to the improvements.
 - 8) Such other information as the Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this Ordinance.
- C. Action on Permit Application - The Administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable standards of this Ordinance and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The Administrator shall not issue permits for variances except as directed by the Board of Adjustment.
- D. Construction and Use to be as Provided in Application and Plans - Floodplain Development Permits based on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Ordinance. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, structure floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this Ordinance, prior to the use or occupancy of any structure.

185.05 - Establishment of Zoning (Overlay) Districts

The floodplain areas within the jurisdiction of this ordinance are hereby divided into the following districts:

1. Floodway (Overlay) District (FW) - those areas identified as Floodway on the Official Floodplain Zoning Map;
2. Floodway Fringe (Overlay) District (FF) - those areas identified as Zone AE on the Official Floodplain Zoning Map but excluding those areas identified as Floodway, and;
3. General Floodplain (Overlay) District (GF) - those areas identified as Zone A on the Official Floodplain Zoning Map.

The boundaries shall be as shown on the Official Floodplain Zoning Map. Within these districts, all uses not allowed as Permitted Uses are prohibited unless a variance to the terms of this ordinance is granted after due consideration by the Board of Adjustment.

185.06 - Floodway (Overlay) District (FW)

1. Permitted Uses

All development within the Floodway District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway District.

2. Performance Standards

All Floodway District uses allowed as a Permitted Use shall meet the following standards.

- A. No development shall be permitted in the Floodway District that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
- B. All development within the Floodway District shall:
 - 1) Be consistent with the need to minimize flood damage.
 - 2) Use construction methods and practices that will minimize flood damage.
 - 3) Use construction materials and utility equipment that are resistant to flood damage.
- C. No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility or system.
- D. Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.
- E. Structures, if permitted, shall have a low flood damage potential and shall not be for human habitation.

- F. Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the Floodway District within the time available after flood warning.
- G. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.
- H. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- I. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

185.07 - Floodway Fringe (Overlay) District FF

1. Permitted Uses

All development within the Floodway Fringe District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway Fringe District.

2. Performance Standards

All development must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

A. All development shall:

- 1) Be designed and adequately anchored to prevent flotation, collapse or lateral movement.
- 2) Use construction methods and practices that will minimize flood damage.
- 3) Use construction materials and utility equipment that are resistant to flood damage.

- B. Residential structures - All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of two (2) feet above the base flood elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than 2.0 ft. above the base flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers or extended foundations) may be allowed, subject to favorable consideration by the Board of Adjustment, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.

All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided with a means of access that will be passable by wheeled vehicles during the base flood. However, this criterion shall not apply where the Administrator determines there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

- C. Non-residential structures - All new or substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of two (2) feet above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood; and that the structure, below the base flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator.

- D. All new and substantially improved structures

- 1) Fully enclosed areas below the “lowest floor” (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
 - a. A minimum of two (2) openings, with positioning on at least two (2) walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

Such areas shall be used solely for parking of vehicles, building access and low damage potential storage. Where the distance between the floor and ceiling of the fully enclosed area below the “lowest floor” is five (5) feet or more, the applicant shall be required to sign and record with the Polk County Recorder a Non-Conversion Agreement that ensures the lower enclosed area remains compliant with the criteria outlined in Section 185.07(2)(D)(1).

- 2) New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- 3) New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case on non-residential structures, optionally floodproofed to) a minimum of two (2) feet above the base flood elevation.
- 4) New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed to) a minimum of two (2) feet above the base flood elevation or designed to be watertight and withstand inundation to such a level.

E. Factory-built homes

- 1) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of two (2) feet above the base flood elevation.
- 2) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

F. Utility and Sanitary Systems

- 1) On-site wastewater disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
- 2) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than two (2) feet above the base flood elevation.
- 3) New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than two (2) feet above the base flood elevation.
- 4) Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

- G. Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of two (2) feet above the base flood elevation. Other material and equipment must either be similarly elevated or (i) not be subject to major flood damage**

and be anchored to prevent movement due to flood waters or (ii) be readily removable from the area within the time available after flood warning.

- H. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from the base flood with a minimum of 3 ft. of design freeboard and shall provide for adequate interior drainage. In addition, the Department of Natural Resources shall approve structural flood control works.
- I. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, the Department of Natural Resources must approve such alterations or relocations.
- J. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this Ordinance. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the base flood. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include base flood elevation data for those areas located within the Floodway Fringe (Overlay) District.
- K. Accessory Structures to Residential Uses
 - 1) Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied:
 - a. The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 sq. ft. in size. Those portions of the structure located less than 1 foot above the base flood elevation must be constructed of flood-resistant materials.
 - b. The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.
 - c. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.
 - d. The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement which may result in damage to other structures.
 - e. The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation.
 - f. The structure's walls shall include openings that satisfy the provisions of Section 185.07(2)(D)(1) of this Ordinance.
 - 2) Exemption from the base flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.
- L. Recreational Vehicles
 - 1) Recreational vehicles are exempt from the requirements of 185.07(2)(E) of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied:
 - a. The recreational vehicle shall be located on the site for less than 180 consecutive days, and,
 - b. The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.
 - 2) Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of 185.07(2)(E) of this Ordinance regarding anchoring and elevation of factory-built homes.
- M. Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.
- N. Maximum Damage Potential Development - All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated a minimum of two (2) feet above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual chance flood elevation is watertight

with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator. Where 0.2% chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

185.08 - General Floodplain (Overlay) District (GF)

1. Permitted Uses

- A. All development within the General Floodplain District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet the applicable performance standards of the General Floodplain District.
- B. Any development which involves placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse shall be reviewed by the Department of Natural Resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.
- C. Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where:
 - 1) The bridge or culvert is located on a stream that drains less than two (2) square miles, and
 - 2) The bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2), Iowa Administrative Code.

2. Performance Standards

- A. All development, or portions thereof, to be located in the floodway as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway (Overlay) District, Section 185.06.
- B. All development, or portions thereof, to be located in the floodway fringe as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway Fringe (Overlay) District, Section 185.07.

185.09 - Reserved

185.10 - Appointment and Duties of Board of Adjustment

- 1. Appointment and Duties of Board of Adjustment - A Board of Adjustment is hereby established which shall hear and decide (i) appeals and (ii) requests for variances to the provisions of this ordinance, and shall take any other action which is required of the Board.
- 2. Appeals - Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this ordinance, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board of Adjustment and with the official from whom the appeal is taken and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the documents constituting the record upon which the action appealed from was taken.
- 3. Variance - The Board of Adjustment may authorize upon request in specific cases such variances from the terms of this Ordinance that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship. Variances granted must meet the following applicable standards:
 - A. Variances shall only be granted upon: (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.
 - B. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood would result. Consideration of the effects of any development on flood levels shall be based

upon the assumption that an equal degree of development would be allowed for similarly situated lands.

- C. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- D. In cases where the variance involves a lower level of flood protection for structures than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.
- E. All variances granted shall have the concurrence or approval of the Department of Natural Resources.

4. Hearings and Decisions of the Board of Adjustment

- A. Hearings. Upon the filing with the Board of Adjustment of an Appeal or a request for a Variance, the Board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Department of Natural Resources.
- B. Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in Section 185.10(4)(B)(2).

- 1) Factors Upon Which the Decision of the Board of Adjustment Shall be Based. In passing upon applications for Variances, the Board shall consider all relevant factors specified in other sections of this Ordinance and:
 - a. The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - b. The danger that materials may be swept on to other land or downstream to the injury of others.
 - c. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - d. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - e. The importance of the services provided by the proposed facility to the City.
 - f. The requirements of the facility for a floodplain location.
 - g. The availability of alternative locations not subject to flooding for the proposed use.
 - h. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - i. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - j. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - k. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
 - l. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
 - m. Such other factors which are relevant to the purpose of this Ordinance.
- 2) Conditions Attached to Variances - Upon consideration of the factors listed above, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this Ordinance. Such conditions may include, but not necessarily be limited to:
 - a. Modification of waste disposal and water supply facilities.

- b. Limitation of periods of use and operation.
 - c. Imposition of operational controls, sureties, and deed restrictions.
 - d. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this Ordinance.
 - e. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.
5. Appeals to the Court - Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the Board.

185.11 - Nonconforming Uses

1. A structure or the use of a structure or premises which was lawful before the passage or amendment of this Ordinance, but which is not in conformity with the provisions of this Ordinance, may be continued subject to the following conditions:
 - A. If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this Ordinance.
 - B. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
 - C. If any nonconforming use or structure experiences Substantial Damage by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this Ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.
2. Except as provided in Section 185.11(1)(B), any use which has been permitted as a Variance shall be considered a conforming use.

185.12 - Penalties for Violation

Violations of the provisions of this Ordinance or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with grants of Variances) shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 (five hundred dollars) or imprisoned for not more than 30 (thirty) days. Each day such violation continues shall be considered a separate offense. Nothing herein contained prevent the City of Windsor Heights from taking such other lawful action as is necessary to prevent or remedy violation.

185.13 - Amendments

The regulations and standards set forth in this Ordinance may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

ADOPTED AND PASSED by the City Council of the
City of this

_____ day
of _____, 20 ____.

Seal of City

Mayor

Attest:

City Clerk

Public Hearing
Date: _____

Publication Date: _____

Effective Date: _____

Note: All Ordinances must be properly certified.



MEMO

To: Windsor Heights City Council
From: Adam Plagge, City Administrator; John Callen, PE, CFM
Date: May 1, 2024
Subject: City of Windsor Heights Floodplain Management Ordinance Updates and CRS Application

As a follow up to the recently completed [Windsor Heights Flood Reduction and Resiliency Plan](#), the City has been pursuing an application to join the National Flood Insurance Program's (NFIP's) Community Rating System (CRS). The CRS is a voluntary program that communities can participate in to get flood insurance discounts in exchange for doing certain floodplain management activities that support improved local floodplain and stormwater management. The City has initiated the application as one of the key first steps in the process of reducing flood risk and improving resiliency for the community.

This process involves several steps:

1. Community Assistance Visit (CAV) – This is a review of the floodplain management program by the Iowa Department of Natural Resources (IDNR). This review has been completed and included:
 - a. Check of past floodplain permits.
 - b. Review of the floodplain management ordinance with recommended updates.
2. **Adoption of ordinance updates (current step).**
3. FEMA review of the floodplain management program for CRS program scoring.

As part of the ordinance updates and in preparation for FEMA review, IDNR, JEO, and City staff reviewed the ordinance looking for opportunities to implement floodplain management higher standards that would provide more CRS points to the City. The higher the points, the greater the flood insurance discount. Through this review, IDNR identified some minor ordinance language cleanup recommendations. These updates do not change the intent of the prior ordinance. However, it was also recommended that that ordinance be modified to reflect a requirement for two feet of freeboard (height of floor above the flood elevation) for new buildings. This will provide the City more CRS points as outlined below.

Estimated CRS points*:

1. Existing and proposed ordinance provisions: approximately 285 points
 - a. Cumulative substantial improvement and lower substantial damage threshold – approximately 60 points
 - b. Two-foot freeboard requirement – 225 points
2. Other City floodplain and stormwater management activities: 1000 – 1500 points
 - a. The majority of points under this activity are likely to be based on activities in:
 - i. Elevation Certificate tracking and maintenance – approximately 38 points

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[Date]

RE: [Project Title]

Page 2 of 2

- ii. Community outreach and education regarding flood risks – approximately 225 points
 - iii. Preserving parks and other open space in the floodplain – approximately 300 points
 - iv. Floodplain management planning – approximately 200 points
 - v. Stormwater regulations and drainage system maintenance – approximately 160 points
 - vi. Flood warning and response planning and procedures – approximately 300 points
3. Anticipated CRS Class 8-7 (10 – 15% flood insurance discount)*

*Subject to final FEMA review and approval to determine the actual points and Class awarded.



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of the 2nd Reading of Ordinance No. 2024-03 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by Amending Chapter 136, Governing Sidewalk Regulations

GENERAL INFORMATION

ATTACHMENTS

1. 24.03 Sidewalk Chapter 136
2. Staff Report Sidewalk Inspections

ORDINANCE NO. 2024-03

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY AMENDING CHAPTER 136, GOVERNING SIDEWALK REGULATIONS

WHEREAS, in June of 2015, the City of Windsor Heights adopted a complete streets policy, in which the City pledged its commitment to designing streets for cyclists, pedestrians and public transit users; and

WHEREAS, in furtherance of this policy, city officials have been developing a plan to promote the safety of pedestrian access, movement, and protection within the community; and

WHEREAS, the City Council of the City of Windsor Heights recognize that sidewalks are a necessary component of public transportation and public infrastructure; and

WHEREAS, the City Council of the City of Windsor Heights do hereby find and declare that the revisions to the Sidewalk Regulations ordinance are necessary and will promote the health, safety and general welfare of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA:

SECTION 1. Purpose. The purpose of this ordinance is to amend and recreate Chapter 136 of the Windsor Heights Code of Ordinances to promote the health, safety and general welfare of the City of Windsor Heights, and to ensure compliance with the City's policy with regard to complete streets.

SECTION 2. Amended. Chapter 136 of the Windsor Heights Code of Ordinances, Sidewalk Regulations, is amended and replaced with the attached Exhibit A.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall be effective after the final passage, approval and publication as provided by law.

Passed and Approved this day of , 2024.

1st Reading: April, 15 2024

2nd Reading:

3rd Reading:

Publish Date:

ATTEST:

Mike Jones, Mayor

(SEAL)

Adam Strait, City Clerk

CHAPTER 136 SIDEWALK REGULATIONS

136.01 PURPOSE

The purpose of this ordinance is to promote the health, safety and general welfare of the City of Windsor Heights, and to ensure compliance with the following goals in accordance with the City of Windsor Heights Complete Street Policy passed on July 6, 2015:

1. Promoting the safety of pedestrian access, movement, and protection for the physically able, physically challenged, children or seniors (or variously-abled) within the community;
2. Ensuring that the ADA guidelines are met for all sidewalk or pathway installations, existing and proposed;
3. Promoting attractive and well-constructed sidewalks or pathways that correspond to the character, aesthetic qualities, natural, environmental, and historical features of developing or existing neighborhoods;
4. Connecting to existing and projected sidewalks or pathways whenever the opportunity arises to insure an interconnected pedestrian system;
5. Ensuring that all development actively implements the building of sidewalks or pathways for new construction, reconstruction, or rehabilitation.

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

1. “Pedestrian Friendly” or “walkability” means the presence of facilities and design features that make an environment safe and attractive to pedestrians. These include: walkable distances between uses, (i.e. under ¼ mile); sidewalks, paths and walkways; continuous visual interest (i.e. uninterrupted line of buildings, attractive barrier in front of parking lots, murals on blank walls, infill development, pocket parks, etc.); consumer uses (i.e. restaurants, shops, cinemas, housing); trees for shade; awnings for shelter; buildings and landscaping elements sited to avoid wind tunnel effect, and to provide sheltered areas; visual texture in the streetscape (i.e. interesting storefronts, public art, plantings, pavement patterns, etc.); people presence (i.e. sidewalk cafes, street vendors, late business hours, residents using front porches and yards); good maintenance and inclusion of site amenities; buffers between cars and pedestrians (i.e. planted medians, on- street parking, grade separation); paths connecting adjacent uses; crosswalks and ramps; traffic calming devices; traffic lights.
2. “Crosswalk” means any portion of a roadway at an intersection or elsewhere that is distinctly indicated for pedestrian crossing. If there is no marking, a sidewalk crossing is implied at each leg of every intersection by the extension of the lateral lines of the sidewalk on each side, or where the sidewalk would be if there is none.
3. “Broom finish” means a sidewalk finish that is made by sweeping the sidewalk when it is hardening.
4. “Defective sidewalk” means any public sidewalk exhibiting one or more of the following characteristics:
 - a. Sidewalk faulted at joint or crack with 1 inch or more deflection or gap;
 - b. Sidewalk raised more than 2 inches in 8 feet from normal profile line of sidewalk;
 - c. Sidewalk sunken more than 2 inches in 8 feet from normal profile line of sidewalk;
 - d. Sidewalk cracked into 3 or more pieces per panel, or any single crack with ½ inch or greater openings;
 - e. Sidewalk cross slope is incorrect, greater than .5 inch in 1 foot; within the margin of error and,
 - f. Sidewalk cracked and/or spalled (small crater line holes deeper than 3/8 inch with part of sidewalk missing, forming holes deeper than 3/8 inch;
 - g. Sidewalk missing panels.
5. “Established grade” means that grade established by the City in applicable permits for the particular area in which a sidewalk is to be constructed.
6. “Owner” means the person owning the fee title to property abutting any sidewalk and includes any contract purchaser for purposes of notification required herein. For all other purposes, “owner” includes the lessee, if any.

7. "Portland cement" means any type of cement except bituminous cement.
8. "Sidewalk" means all permanent public walks in business, residential or suburban areas. Sidewalks should be a minimum of 4 feet (5 feet recommended) in residential areas.
9. "Sidewalk improvements" means the construction, reconstruction, repair, replacement, or removal, of a public sidewalk and/or the excavating, filling or depositing of material in the public right-of-way in connection therewith.
10. "Shared-use path" means a paved pathway, typically from eight (8) to twelve (12) feet in width, physically separated from motorized vehicular traffic within the roadway right-of-way or within an easement adjacent to the roadway right of way. Primarily used by pedestrians and bicyclists, shared use paths are also used by joggers, skaters, wheelchair users (both nonmotorized and motorized). A shared use path's primary purpose is to provide pedestrians with connections to trails, other neighborhoods, shopping centers, businesses and other venues of interest. In addition, the shared use path may be used for recreational purposes.
11. "Bicycle/recreational trail" means a PCC (Portland Cement Concrete), blacktop or gravel bicycle/recreational route developed primarily for outdoor recreational purposes. Trails are largely designed for pedestrians and other users to "experience" the outdoors and may be used by a variety of users, but they are not primarily designed for transportation purposes. Bicycle trails within the city of Windsor Heights should be constructed at a minimum of ten (10) feet in width with a preferred width of twelve (12) feet whenever possible.
12. "Mature tree" means any tree with a diameter at breast height of 10 inches or greater.

136.03 REMOVAL OF SNOW, ICE, AND ACCUMULATIONS. The abutting property owner shall remove snow, ice, and accumulations promptly from sidewalks. If a property owner does not remove snow, ice, or accumulations within 48-hours following the conclusion of the weather event, the Public Works Director or their designee will provide a 24-hour notice in the door. Following the 24-hour notice the Public Works Director may have the natural accumulations of snow or ice removed and shall give the Council an itemized and verified statement of the costs and a legal description of the property. The costs shall be assessed against the property as taxes. The abutting property owner may be liable for damages caused by failure to remove snow, ice, and accumulations promptly from the sidewalk. Under extreme weather conditions, the Public Works Director may provide additional time for abutting property owners to remove snow, ice, and accumulations from the sidewalk.

(Code of Iowa, Sec. 364.12[2b & e])

136.04 PROPERTY OWNER'S RESPONSIBILITY FOR MAINTENANCE. The abutting property owner shall repair, replace, or reconstruct, or cause to be repaired, replaced, or reconstructed, all broken or defective sidewalks and maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or, in the absence of a curb, any sidewalk between the property line and that portion of the public street used or improved for vehicular purposes; provided, however, that this section shall not be construed to require a property owner to take any action with respect to a public sidewalk or shared use path when said action is made necessary by the excavation or other activity of the city or a public utility. The abutting property owner may be liable for damages caused by failure to maintain the sidewalk.

136.05 CITY'S ECONOMIC RESPONSIBILITY In situations where ADA ramps are required at intersections, the portion of the cost associated with the ramp is the economic responsibility of the City.

If a property owner replaces a sidewalk panel deemed defective by the Public Works Director due in part to a tree in the Right Of Way, the City of Windsor Heights shall reimburse the property owner a predetermined per panel dollar amount reflecting approximately 50% of a panel replacement cost.

136.06 SIDEWALK INSPECTION. The City will be responsible for inspecting the public sidewalks on a Five (5) year cycle within the city. These inspections shall be made to determine if any of the public sidewalks within a particular zone of the city are defective as defined. The City will be divided into five zones by the Public Works Director. When a sidewalk defect is found to exist outside of the annual inspection zone, the City will initiate appropriate action as directed by this policy to have the sidewalk reconstructed.

The annual inspections will occur on the following general timeline:

- a) February– designated zone sidewalk inspections completed.
- b) March- Notifications of defective sidewalk mailed to property owners and initiation of 75 day timeframe to complete repairs.
- c) July – deadline for property owners to complete sidewalk repair. Thereafter, the City shall coordinate and schedule uncompleted repairs and assess the property owner the cost of the repair in the manner outlined in Section 136.07

(Code of Iowa, Sec. 364.12[2c])

If, through complaint and voluntary inspection or otherwise, it comes to the attention of a city inspector that an owner of property abutting a sidewalk is not complying with the maintenance requirements imposed above, then the city Public Works Director or their designee may cause to be served upon the property owner, by certified mail at the property owner's last known address as shown by the records of the county auditor, notice of the sidewalk defect and of the requirement to cure said defect and/or reconstruct the defective sidewalk or a portion thereof within 75 days from the date of said notice.

136.07 CITY SHALL ORDER REPAIRS. If the abutting property owner does not maintain sidewalks as required, the Public Works Director or their designee shall serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within seventy-five (75) days from the date the notice is mailed. If, upon expiration of the 75 days as provided in said notice, the required work has not been done or is not in the process of completion, the Public Works Director shall require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax. No such assessment shall be made for the repair, reconstruction or replacement of a public sidewalk unless the city has served upon the person shown by the records of the Polk County recorder to be the owner of the abutting property, by certified mail, a notice requiring said person to repair, reconstruct or replace the public sidewalk within seventy five (75) days from the date said notice is mailed. All sidewalk improvements shall be performed under the supervision and inspection of a designated city employee.

If work has not commenced following the 75 day notice, the sidewalk will be placed on a list for repair and the City's contractor notified to proceed with the repairs. Upon completion of the repair the property owner will be sent by regular mail an invoice of the actual cost of the repair with no administration fee. The property owner will have 30 days to pay the invoice. If the invoice is not paid within 30 days, the amount will be certified to the County Auditor to be added to the owner's property taxes.

Any unpaid costs for said repairs over \$500 will be assessed and collected in the same manner as property taxes. There shall be returned to the City Council an itemized assessment schedule, verifying expenditures used in doing such work, and the legal description of the lots, or tract of ground abutting the sidewalk on which such work has been performed. Assessments may be spread over a ten-year period at an interest rate of 2% over current bank rates. Any costs less than \$500 will be assessed in one installment. There will also be a \$100 administrative fee if costs are assessed against the property.

The Public Works Director does not have the authority to assess property owners in cases where there is not an existing sidewalk. New sidewalk installation is the sole discretion of the Council.

(Code of Iowa, Sec. 364.12[2d & e])

136.08 NOTICE OF INABILITY TO REPAIR OR BARRICADE. It is the duty of the owner of the property abutting the sidewalk (or of the contractor or agent of the owner) to notify the City immediately in the event the owner is unable to make necessary sidewalk improvements or to install or erect warnings and barricades as required by this chapter.

136.09 SIDEWALK GRANT PROGRAM. The City Council may annually fund a sidewalk repair grant program to financially assist residents with the repair of their sidewalk. The grant program may also provide financial assistance to residents whose sidewalk has become out of compliance due to a tree planted on City property in compliance with Code Section 151.13. Information on the Sidewalk Grant Program, if available, shall be provided to any resident with sidewalk deemed defective through regular mail and the City's website.

136.10 SIDEWALK CONSTRUCTION ORDERED. Based on Iowa Law, the Council may order the construction of permanent sidewalks upon any street or court in the City and may specially assess the cost of such improvement to abutting property owners

in accordance with the provisions of Chapter 384 of the Code of Iowa.

(Code of Iowa, Sec. 384.38)

136.110 STANDARD SIDEWALK SPECIFICATIONS. The City Engineer shall prepare complete plans and specifications for the construction, reconstruction, and repair of sidewalks and driveway crossings in sidewalks, which, upon approval of the Council, shall be kept on file in the office of the Clerk. The specifications shall include descriptions and location of barricades and warning lights. All sidewalk improvements on public property, whether performed by the owner of the abutting property or by the City, shall be performed under the supervision of and subject to inspection by the Public Works Director, and in accordance with the plans and specifications adopted in accordance with this chapter.

136.12 PERMITS FOR CONSTRUCTION OR REPAIR. No person shall make any sidewalk improvements unless such person shall obtain a permit from the City. The permit shall state that the person will comply with the ordinances of the City and with the specification for sidewalks adopted by the City. The permit also shall state that the work will be done under the direction and approval of the Public Works Director or their designee. All such permits shall be issued upon payment of sidewalk construction or repair fee. A copy of such permit shall be filed and preserved at City Hall. All permits for sidewalk improvements not ordered by resolution of the City Council shall be issued in compliance with this chapter. The Public Works Director may withhold the issuance of any permit for any sidewalk improvements for a sufficient period to determine the necessity for the proposed improvements or when weather conditions will adversely affect the sidewalk improvements. The person who makes a sidewalk construction or repair permit application shall pay a permit fee to the Clerk to cover the cost of issuing the permit and supervising, regulating, and inspecting the work. All permit fees under this chapter shall be fixed and determined by the Council, adopted by resolution, and uniformly enforced. Such permit fees may, from time to time, be amended by the Council by resolution. A copy of the resolution setting forth the currently effective permit fees shall be kept on file in the office of the City Administrator, and be open to inspection during regular business hours.

136.13 FAILURE TO OBTAIN PERMIT; REMEDIES. Whenever any sidewalk improvements are made that do not conform to the provisions of this chapter and with the specifications, or when any sidewalk improvements are made without a permit, the Public Works Director shall serve notice to obtain a permit upon the property owner and upon the contractor doing the work. The notice shall order the work to stop until a permit is obtained and the work is corrected to comply with the specifications. If the sidewalk work has been completed, the owner shall obtain a permit immediately and perform any needed corrections within five days from receipt of the permit. If the owner fails to comply with this notice, the Public Works Director shall have the work completed and the costs assessed to the property owner.

136.14 INSPECTION AND APPROVAL. Upon final completion, the Public Works Director or their designee shall inspect the work. The Public Works Director or their designee may order corrections if the work does not meet specifications. When the work does meet all requirements of this chapter, the specifications, and the permit, the Public Works Director shall indicate this on both copies of the permit.

136.15 BARRICADES AND WARNING LIGHTS. Whenever any material of any kind is deposited on any street, avenue, highway, passageway or alley when sidewalk improvements are being made or when any sidewalk is in a dangerous condition, it shall be the duty of all persons having an interest therein, either as the contractor or the owner, agent, or lessee of the property in front of or along which such material may be deposited, or such dangerous condition exists, to put in conspicuous places at each end of such sidewalk and at each end of any pile of material deposited in the street, a sufficient number of approved warning lights or flares, and to keep them lighted during the entire night and to erect sufficient barricades both at night and in the daytime to secure the same. The party or parties using the street for any of the purposes specified in this chapter shall be liable for all injuries or damage to persons or property arising from any wrongful act or negligence of the party or parties, or their agents or employees or for any misuse of the privileges conferred by this chapter or of any failure to comply with provisions hereof.

136.16 INTERFERENCE WITH SIDEWALK IMPROVEMENTS. No person shall knowingly or willfully drive any vehicle upon any portion of any sidewalk or approach thereto while in the process of being improved or upon any portion of any completed sidewalk or approach thereto, or shall remove or destroy any part or all of any sidewalk or approach thereto, or shall remove,

destroy, mar or deface any sidewalk at any time or destroy, mar, remove or deface any notice provided by this chapter.

136.17 DETERMINING LOCATION OF NEW SIDEWALKS. The decision as to where to place new sidewalks, including the side of the street and placement in relation to the curb, should be made at the recommendation of the city engineer and should be based on a number of factors including environmental constraints and costs considerations. The design of sidewalks, necessary retaining walls, and materials will be subject to discussion at a public meeting prior to council providing final approval.

When constructing new sidewalks every effort should be made to limit the number of mature trees removed during the construction process. If a property owner wishes to save a mature tree that otherwise would need to be removed to allow for the sidewalk, that property owner may choose to have the tree saved by providing an easement for the sidewalk to go around the tree. This easement would be provided at no cost to the city. The city is not responsible for replacing or compensating property owners for any landscaping located within the public right-of-way that is removed to allow for the installation of sidewalks.

136.18 ENCROACHING STEPS. It is unlawful for a person to erect or maintain any stairs or steps to any building upon any part of any sidewalk without permission by resolution of the Council.

136.19 OPENINGS AND ENCLOSURES. It is unlawful for a person to:

1. Stairs and Railings. Construct or build a stairway or passageway to any cellar or basement by occupying any part of the sidewalk, or to enclose any portion of a sidewalk with a railing without permission by resolution of the Council.
2. Openings. Keep open any cellar door, grating, or cover to any vault on any sidewalk except while in actual use with adequate guards to protect the public.
3. Protect Openings. Neglect to properly protect or barricade all openings on or within six (6) feet of any sidewalk.

136.20 FIRES OR FUEL ON SIDEWALKS. It is unlawful for a person to make a fire of any kind on any sidewalk or to place or allow any fuel to remain upon any sidewalk.

136.211 DEFACING. It is unlawful for a person to scatter or place any paste, paint, or writing on any sidewalk.

(Code of Iowa, Sec. 716.1)

136.22 DEBRIS ON SIDEWALKS. It is unlawful for a person to throw or deposit on any sidewalk any glass, nails, glass bottle, tacks, wire, cans, trash, garbage, rubbish, litter, offal, or any other debris, or any substance likely to injure any person, animal, or vehicle.

(Code of Iowa, Sec. 364.12[2])

136.23 VEGETATION OVERGROWTH ON SIDEWALK. It is the responsibility of the abutting property owner to make sure that there is no vegetative overgrowth encroaching on the sidewalk. This includes grass encroaching onto the sidewalk thereby reducing the walkway width as well as keeping bushes and shrubs trimmed so that no part of the plant is encroaching on the sidewalk space. Tree branches should be a minimum of eight (8) feet above the level of the sidewalk.

136.24 MERCHANDISE DISPLAY. It is unlawful for a person to place upon or above any sidewalk, any goods or merchandise for sale or for display in such a manner as to interfere with the free and uninterrupted passage of pedestrians on the sidewalk; in no case shall more than three (3) feet of the sidewalk next to the building be occupied for such purposes.

136.25 SALES STANDS. It is unlawful for a person to erect or keep any vending machine or stand for the sale of fruit, vegetables or other substances or commodities on any sidewalk without first obtaining a written permit from the Council.



City Hall
1145 66th St. Suite 1
Windsor Heights, Iowa 50324
515-277-4453 Fax 515-271-8160

STAFF REPORT CITY COUNCIL

To: City Council
From: Adam Plagge & Andy Larson
Date: May 2nd, 2024
Re: Sidewalk Inspections

Letters of deficiencies have gone out to property owners in Area 1. The Sidewalk information [webpage](#) is available on the City's website for those seeking additional information.



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of the 3rd Reading of Ordinance No. 2024-02 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by Amending Chapter 101 Relating to the Storm Water Drainage; and to Adopt and Publish

GENERAL INFORMATION

ATTACHMENTS

1. Notice of Rate Increase Letter
2. 24.02 Stormwater Fee



Notice of Storm Water Fee Increase

Dear Windsor Heights Property Owner,

We are writing to inform you of an upcoming change that will affect your storm water fees. As you may be aware, maintaining an effective storm water infrastructure is crucial for managing runoff, preventing flooding, and protecting our environment.

Effective July 1st, there will be an increase in the storm water fee for properties within our community. Storm water fees are based on the amount of impervious surface on a property. In Windsor Heights 3,000 sq. ft. of impervious surface equates to 1 ERU, which is the multiplier for the storm water fee.

The decision to adjust the storm water fee from the current rate of \$5.5 per ERU, largely unchanged since 2012, has been made after careful consideration and assessment of the current and future needs of our storm water management system. This decision was informed by the City's Storm Water Master Plan, which includes more than \$15.5 million in planned storm water infrastructure improvements, and a UMB Financial Corporation Analysis of the City's storm water rate, which found it necessary to raise fees to maintain existing infrastructure and implement the storm water infrastructure master plan.

The increased fee will enable us to:

1. **Enhance Infrastructure:** Upgrade and maintain storm water drainage systems to better handle heavy rainfall and reduce the risk of flooding.
2. **Protect Our Environment:** Implement measures to mitigate pollution and protect water quality in our streams, rivers, and lakes.
3. **Remain Compliant and Follow Regulations:** Ensure compliance with local, state, and federal regulations regarding storm water management.

The new storm water fee structure will be as follows:

Effective July 1, 2024: \$9.00 per ERU

Effective July 1, 2026: \$9.50 per ERU

Effective July 1, 2028: \$10.00 per ERU

Effective July 1, 2030: \$10.50 per ERU

We encourage you to reach out to City Administrator Adam Plagge if you have any questions or concerns regarding this fee increase. Additionally, detailed information regarding the rationale behind the increase and its allocation is available on our website at the link below.
windsorheights.org/345/Stormwater-Management

Sincerely,

Adam Plagge, City Administrator

Email: Aplagge@windsorheights.org

Phone: 515-645-6808

ORDINANCE NO. 2024-02

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY AMENDING CHAPTER 101 RELATING TO THE STORM WATER DRAINAGE UTILITY

WHEREAS, an update is needed to Chapter 101 of the City code to define the size of an Equivalent Residential Unit (ERU); and

WHEREAS, the schedule of rate increases is necessary to fund stormwater system improvements; and

WHEREAS, language is needed for lien for non-payment of stormwater utility fees.; and

WHEREAS, one ERU is defined as 3,000 square feet of impervious surface; and

WHEREAS, adding Section 101.08 allows the City to pursue overdue fees by going through the lien process with the county.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA:

SECTION 1. Purpose. The purpose of this ordinance is to amend Chapter 101 of the Windsor Heights Code of Ordinances relating to the Storm Water Drainage Utility by deleting ~~striketrough~~ language and adding underlined language as follows:

CHAPTER 101 STORM WATER DRAINAGE UTILITY

101.01 Purpose	101.05 Use of Fund
101.02 Storm Water Drainage Utility Established	101.06 Governing Board
101.03 Rate Categories <u>Equivalent Residential Unit (ERU) Defined</u>	101.07 Storm Water Site Plan Review Required
101.04 Rates	101.08 <u>Lien for Nonpayment</u>

101.01 PURPOSE.

The purpose of this chapter is to establish a Storm Water Drainage Utility and provide a means of funding the construction, operation, and maintenance of storm water management facilities, including (but not limited to) detention and retention basins, storm water sewers, inlets, ditches and drains, and cleaning of streets. The Council

finds that the construction, operation, and maintenance of the City's storm and surface water drainage system should be funded through charging users of property which may connect or discharge directly, or indirectly, into the storm and surface water drainage system or properties receiving the indirect benefit of drainage diverted into the City's system.

101.02 STORM WATER DRAINAGE UTILITY ESTABLISHED.

It is found and determined to be necessary and conducive to the protection of the public health, safety, welfare, and convenience that a storm water drainage utility is created for all of the City of Windsor Heights, Iowa, and for the purpose authorized by Section 384.84(1) *Code of Iowa*; that is, to establish and collect rates for a storm water drainage system.

101.03 RATE CATEGORIES.

~~—The billing rates are divided into categories, as follows:—~~

~~—1. Residential: Parcels as defined by the County Assessor data base; Use Class R and Use Class F parcels.~~

~~—2. Commercial: Non-residential~~

101.03 EQUIVALENT RESIDENTIAL UNIT (ERU), DEFINED:

“ERU” shall be used as the basis for determining stormwater management fees. Less than or equal to three thousand (3,000) square feet of impervious surface area shall be one ERU. Every additional increment of one (1) square foot to one thousand five hundred (1,500) square feet of impervious surface area shall be one half (0.5) ERU. Properties shall be charged in increments of one half ERU with a minimum charge of 1 ERU per property billed monthly. Residential and non-residential properties shall pay the same rate per ERU.

101.04 RATES.

~~—The billing rates for the categories as defined in Section 101.03 are as follows:—~~

~~—~~

Category	Monthly Rate
Residential	\$5.50 per unit per month
Non-Residential	\$5.50 per unit per month

101.04 RATES.

The billing rates per ERU as defined in Section 101.03 are as follows:

Effective July 1, 2024: \$9.00 per ERU

Effective July 1, 2026: \$9.50 per ERU

Effective July 1, 2028: \$10.00 per ERU

Effective July 1, 2030: \$10.50 per ERU

101.05 USE OF FUND.

The money paid and collected pursuant to this chapter shall be held by the City in a special fund to be expended only for the purpose of constructing, operating, managing, repairing, and maintaining all kinds of conduits, drains, storm water detention devices, flow impediments, ponds, ditches, sloughs, filter strips, rip-raps, erosion control devices, and any other things and activities useful to the proper control management, collection, drainage, and disposition of storm water in the City.

101.06 GOVERNING BOARD.

The governing board of the Storm Water Drainage Utility is the City Council. The Storm Water Drainage Utility shall be under the direction, management, and control of the City Administrator, who functions as its director. In that capacity, the City Administrator shall supervise the day-to-day operation of the Storm Water Drainage Utility, shall enforce this chapter and the provisions of all ordinances and regulations adopted pursuant to this chapter and shall carry out the policy directives of the Council acting in its role as governing body of the Storm Water Drainage Utility.

101.07 STORM WATER SITE PLAN REVIEW REQUIRED.

A storm water site plan review shall be required for projects in order to ensure that the goals of the City's storm water program are met. Storm water site plan requirements and associated fees are adopted by resolution and available for review from the City Clerk or the City Building Inspector.

101.08. LIEN FOR NONPAYMENT

The owner of the property served and any lessee or tenant thereof shall be jointly and severally liable for stormwater fees. Stormwater fees remaining unpaid and delinquent shall constitute a lien upon the property and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. Effective Date. This ordinance shall be effective July 1st, 2024 after the final passage, approval and publication as provided by law.

Passed and Approved this 6th day of May, 2024.

1st Reading: 4.1.2024

2nd Reading: 4.15.2024

3rd Reading: 5.6.24

Publish Date: _____

ATTEST:

Mike Jones, Mayor

(SEAL)

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM:

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

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Nate Leuthold, Deputy City Clerk

SUBJECT: Code Enforcement : Q1 2024 (1/1/24-3/31/24)

GENERAL INFORMATION

ATTACHMENTS

1. Code Enforcement Q1 2024

CODE ENFORCEMENT

Please see the below report for Q1 of 2024 for code enforcement. Note: some irrelevant sections (e.g. rental inspections) have been removed from this report for simplicity and clarity, but they may appear on future reports.

Code Enforcement Items				
Request Type	Period 1/1/2024 - 3/31/2024			
	Total Requests			
	Submitted During Period	Closed During Period	Avg. Days to Close a Request	Total In Progress (as of 4/1/24)
Abandoned / inoperable motor vehicles on private property	11	12	27	4
Dead or diseased trees	2	1	10	3
Nuisance or junk / debris / garbage	5	7	35	5
Other	5	7	13	3
Signs	1	0	N/A	1
Snow not cleared from sidewalks or parking areas	1	1	7	0
Tree trimming or tree removal on private property	1	1	10	2
Unauthorized construction	1	0	N/A	1
Unsafe building or structure	1	0	N/A	4
Vehicles parked on grass	5	6	47	5
Total:	33	34	28	33

OVERVIEW

The “vehicles parked on grass” category is skewed by a long-time problem finally being closed out. For the items marked “N/A” for Avg. Days to Close a Request, I have sent letters to the properties, and I have either received communication back or have seen progress. I am confident these items will be closed on the next report.



**STAFF REPORT
CITY COUNCIL**
May 6, 2024

TO: CITY COUNCIL

FROM: Pete Roth
Jim Mease

SUBJECT: 2023 Public Safety Annual Report

GENERAL INFORMATION

ATTACHMENTS

1. 01 2023 FD PD Annual Report



WINDSOR
HEIGHTS
the heart of it all

ANNUAL REPORT 2023



May 1, 2024

FIRE & POLICE

**City of Windsor Heights, Iowa
2023 Fire and Police Annual Report**

Table of Contents

Fire Chief's Welcome.....	2
Police Chief's Welcome.....	3
City Information	4
Fire Department Members.....	5
Fire Department Organizational Chart.....	6
Fire Department Culture.....	7
Fire Department Year in Review.....	8
Fire Department Statistics.....	10
Police Department Organizational Chart.....	13
Police Department Members.....	13
Police Department Mission Statement.....	13
Police Department Year in Review.....	14
Police Department Statistics	19
Special Recognition.....	21

Welcome!

James Mease, Fire Chief



The 2023 calendar year challenged our City of Windsor Heights Fire Department with a handful of significant incidents, again demonstrating the professionalism, dedication, tenacity, and commitment of our team to the safety of the community we serve.

The Windsor Heights Fire Department saw multiple "working" structure fires within the city limits and we assisted our mutual aid partners. In May, the Fire Department responded to a residential structure fire in Urbandale. Heavy fire conditions were encountered and our team, along with our mutual aid partners, were able to quickly knock down the fire and save the structure. In June, our members responded to Norwalk for a reported structure fire that was updated to a "working fire 1st alarm." On arrival, crews were met with heavy fire coming through the roof and limited initial staffing. Crews were able to quickly mitigate the incident and save the structure.

Also in June, crews responded to a "working fire 1st alarm" at 7209 Bellaire in Windsor Heights. The fire was quickly located and extinguished, limiting overall damage to the structure. In July, crews responded to the report of a gunshot wound with medics employing life-saving measures and later transporting the patient to a local hospital. In August, crews responded to a structure fire in Clive. Engine 551 was the first to arrive on the scene to find moderate smoke conditions and the report of a trapped disabled resident. Crews worked together to remove the victim and extinguish the fire without issue. In September, crews responded to the report of a structure fire at 7019 Forest Court, with the incident being upgraded to a "working fire 1st alarm." Light smoke conditions were noted, and the incident was quickly mitigated with minor overall damage to the home.

Along with these major incidents, Windsor Heights Public Safety was met with new challenges involving integrating a new Fire Chief and Police Chief into the staffing model. Within the Fire Department, much change was instituted to aid in a better service delivery model by adding a dedicated Fire Chief. The previous Fire Department Captain position was eliminated to allow for a part-time firefighter position during the day. This position covers 12 hours from 6 am to 6 pm every day. This change also allowed a much larger pool of part-time employees to help cover full-time sick days and vacations. The Fire and Police Departments also collaborated with Roe Consulting to implement a progressive flood mitigation program to better prepare our residents for future flooding issues. Other changes are aggressive maintenance programs, and new assignments for full-time staff covering vehicle maintenance, training, medical supplies, personal protective equipment, and station maintenance.

Best Regards,

James Mease

James Mease
jmease@windsorheights.org



Welcome!

Pete Roth, Chief of Police



The members of the Windsor Heights Police are pleased to present the Department's 2023 Annual Report. This is a comprehensive overview of our department's activities, accomplishments, and dedication to serving and protecting our community.

The past year presented many unique challenges and opportunities which included several retirements, a new police chief, and two new lieutenants. Despite these challenges, the department demonstrated our unwavering commitment and professionalism in adapting to these "opportunities" and the evolving needs of our community.

This report will highlight:

- Our Organization: An overview of the police department personnel and divisions.
- The 2023 Year in Review: Highlights of the year showing our commitment to community outreach, engagement, and training. It also demonstrates our endeavors to build trust and foster stronger relationships with our residents.
- Crime Statistics: An analysis of incidents over the year.

We value open communication and invite your feedback, questions, and suggestions. Your input is crucial as we strive for ongoing improvement, transparency, and quality police services.

We extend our sincere gratitude to our residents, businesses, community organizations, and city staff for their continued support and partnership.

Thank you for reviewing the 2023 Annual Report. The Police Department remains committed to our overall mission of serving and protecting, and we look forward to collaborating with you in 2024!

Best regards,

A handwritten signature in blue ink, appearing to read "P. Roth".

Pete Roth
proth@cityofwindsorheights.org





Windsor Heights City Government

Mayor

Mike Jones

City Council

Lauren Campbell

Threase Harms

Joseph Jones

Micheal Libbe

Susan Skeries

City Administrator

Adam Plagge

City Attorney

Erin M. Clanton

City Clerk

Adam Strait

City Finance Director

Rachelle Swisher

Community Overview

Established on July 19, 1941, Windsor Heights is a city situated in Polk County, Iowa, and is a part of the Des Moines metropolitan area. The city spans 1.41 square miles and is home to approximately 5,525 residents living in around 2,143 households. Windsor Heights shares its borders with Clive to the west, Des Moines to the east, Urbandale to the north, and West Des Moines to the south. The median household income is estimated at \$64,230, and the median family income stands at approximately \$77,841.

The community features a blend of residential, multifamily, and commercial properties. Notably, the city hosts one of Iowa's highest-grossing Walmart Stores, conveniently located along one of the Des Moines Area Regional Transit (DART) main lines. The DART bus stop, situated in the Walmart and Sam's Club parking lot, is one of the most frequented DART hubs outside of downtown Des Moines, resulting in significant pedestrian and transient traffic.

Adjacent to Walmart, is one of only two Sam's Clubs in the Des Moines area. Windsor Heights also has a Hy-Vee and an Aldi. The city also boasts a variety of small businesses, restaurants, and services.



WINDSOR HEIGHTS FIRE DEPARTMENT PERSONNEL

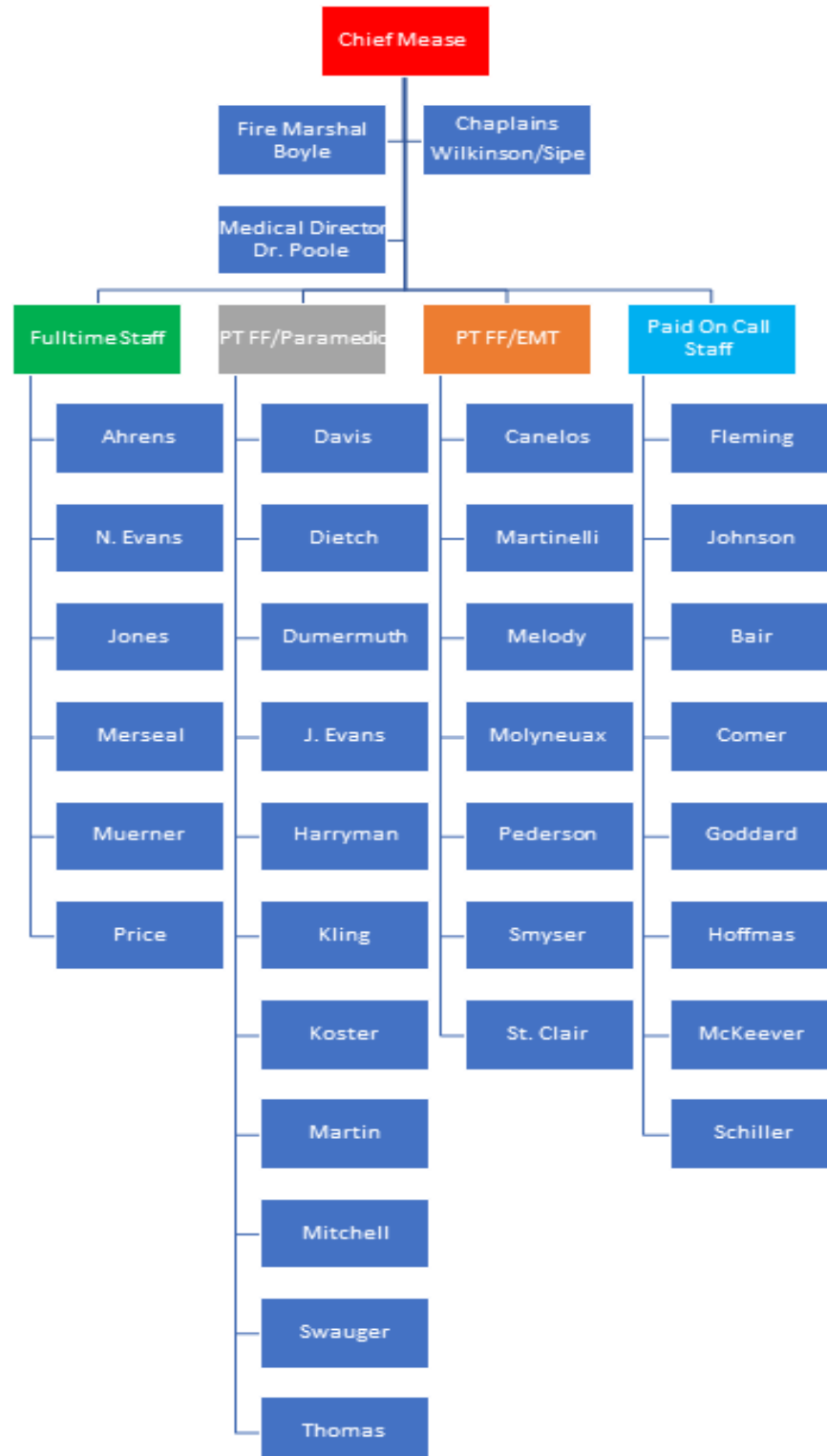
Blake Boyle, Part-Time Fire Marshal
Brian Jones, Full-Time Firefighter/Paramedic
Nick Evans, Full-Time Firefighter/Paramedic
Brett Merseal, Full-Time Firefighter/Paramedic
Jeff Price, Full-Time Firefighter/EMT
T.J. Ahrens, Full-Time Firefighter/EMT
Mark Muerner, Full-Time Firefighter/EMT
Bryan Koster – Part-Time Firefighter/Paramedic
Kari Davis – Part-Time Firefighter/Paramedic
Jeremy Dietch – Part-Time Firefighter/Paramedic
Jared Dumermuth – Part-Time Firefighter/Paramedic
Jessie Evans – Part-Time Firefighter/Paramedic
Jason Kling – Part-Time Firefighter/Paramedic
Colby Martin – Part-Time Firefighter/Paramedic
Mary Mitchell - Part-Time Firefighter/Paramedic
Tyler Pederson - Part-Time Firefighter/Paramedic
McLain Swauger - Part-Time Firefighter/Paramedic
Pat Thomas - Part-Time Firefighter/Paramedic

Joe Canelos – Part-Time Firefighter/EMT
Dominic Martinelli – Part-Time Firefighter/EMT
Collin Melody – Part-Time Firefighter/EMT
David Molyneaux – Part-Time Firefighter/EMT
Jason Smyser – Part-Time Firefighter/EMT
Malcolm St. Clair – Part-Time Firefighter/EMT
Robert Fleming – Paid-Per-Call Firefighter/EMT
Spencer Johnson – Paid-Per-Call Firefighter/EMT
Nathaniel Bair – Paid-Per-Call Firefighter/EMT
Lucas Comer – Paid-Per-Call Firefighter
Nathan Goddard – Paid-Per-Call Firefighter/EMT
Alex Hoffman – Paid-Per-Call Firefighter
Nathan McKeever - Paid-Per-Call Firefighter/EMT
Jacob Schiller - Paid-Per-Call Firefighter/EMT
Terry Wilkinson - Chaplain
Steve Sipe - Chaplain
Resignations
Dayton Harryman





WINDSOR HEIGHTS FIRE DEPARTMENT ORGANIZATIONAL CHART





OUR CULTURE

Our Mission

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

Our Values

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

FIRE DEPARTMENT

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

2023 Year In Review Pictures:







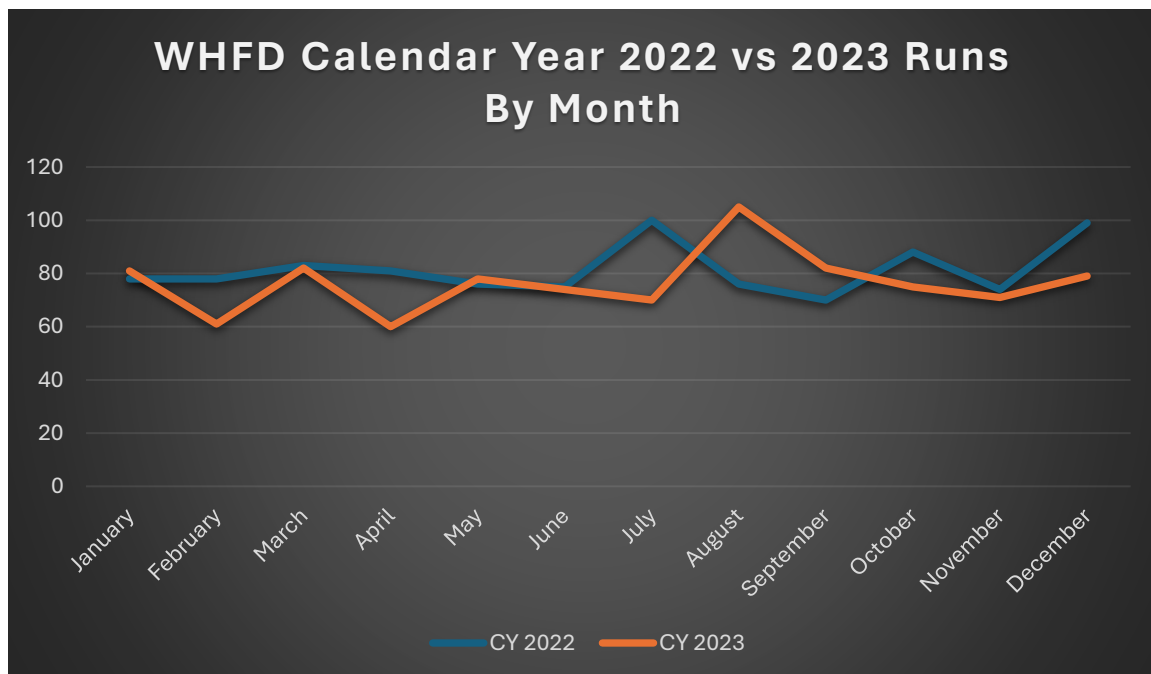
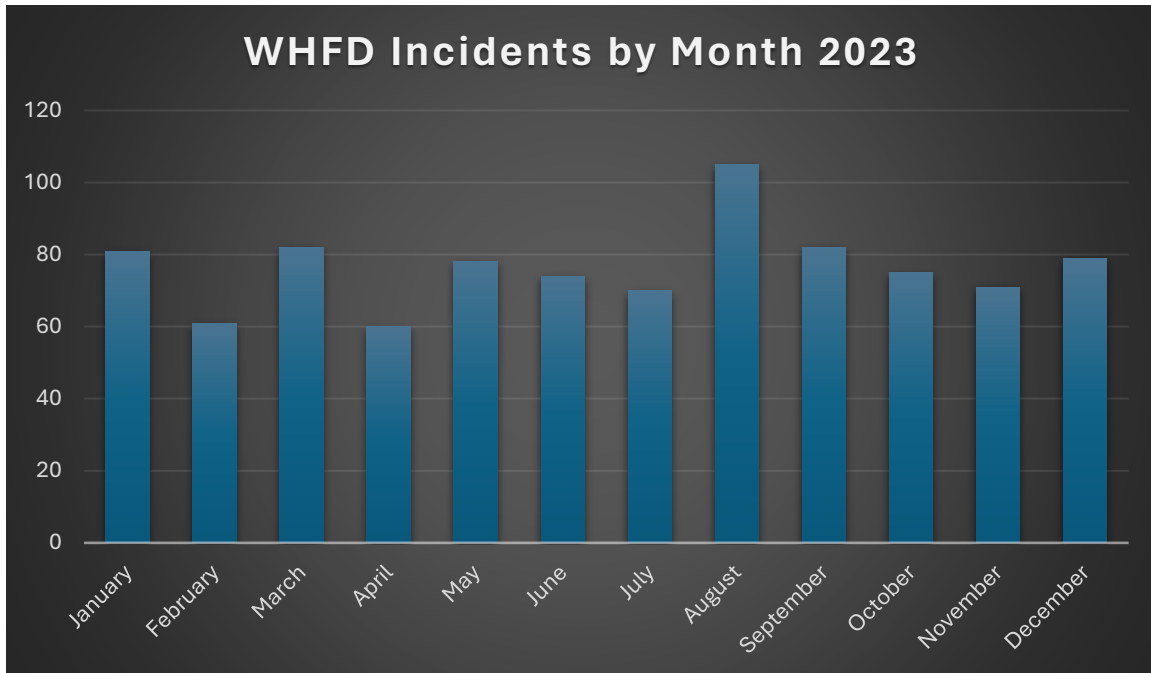
WINDSOR HEIGHTS FIRE DEPARTMENT

2023 Statistics

Total Calls For Service (Calendar Year 2023)	918	100%
Fire Incidents	31	3.38%
Rescue / EMS Incidents	619	67.43%
Hazardous Conditions – No Fire	30	3.27%
Service Calls	73	7.95%
Good Intent Calls	118	12.85%
False Alarm / False Call	34	3.7%
Special Incident Type	3	0.33%
Overpressure, Explosion, Excessive Heat	10	0.09%

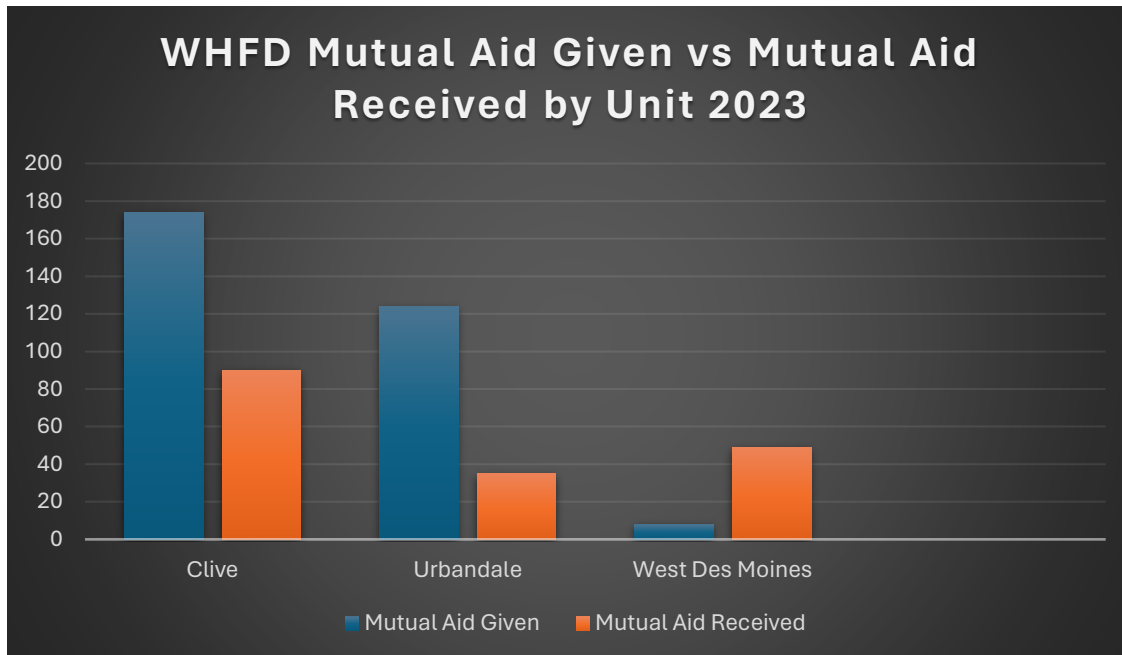


Windsor Heights Fire Department Statistics





Windsor Heights Fire Department Statistics



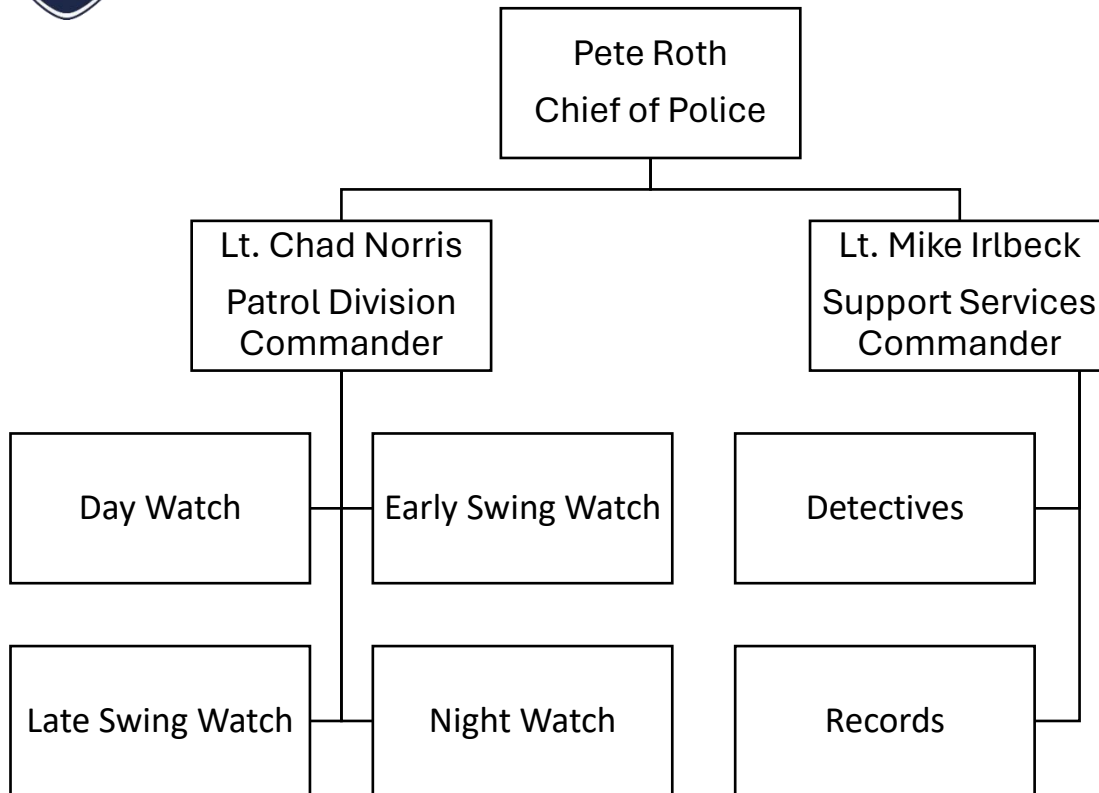
Staffing

One of the challenges faced by any Fire Department is delivering appropriate staffing levels effectively and efficiently while meeting the expectations of community leaders. In May, with the appointment of the new Fire Chief, our elected officials were presented with and implemented a service delivery model that would eliminate the current Fire Captain position and replace it with part-time staffing with shifts covering the hours of 6 am to 6 pm, seven days a week. This increased the daily number of line staff from two personnel to three during the hours of our busiest call volume. Previously, the only available part-time shifts were on weekends and when full-time staff had the day off, making it difficult to recruit and retain part-time employees. After implementing the new staffing model, our part-time staffing roster increased by 50%. This increase in staffing helps ensure that we are, at a minimum, able to respond with an ambulance or a two-person engine crew when the community calls on us. From January 1st to April 30th there were 18 days when we had one-person staffing for 24 hours, equating to approximately 15% of the time. From May 1st to December 31st, we have maintained two-person coverage 100% of the time and scheduled three-person coverage approximately 78% of the time.

This coverage percentage is anticipated to increase during the calendar year 2024 as we continue to evaluate the number of part-time staff. In addition, members of the Windsor Heights Fire Department conducted a new Paid-on-Call recruit class at the end of the year that will supplement the current two-person staffing from 6 pm to 6 am. The new staffing model will continue to be reevaluated to ensure adequate coverage for our citizens is being attained.



Windsor Heights Police Department Organizational Chart



Staff (in alphabetical order)

Ryan Bowers – Police Officer
Tammy Breese – Administrative Support Clerk
Cody Brown – Police Officer
Mark Davison – Police Officer
Daniel Jacks – Police Officer
Kyle Johnson – Detective

Andrew Nissen – Police Officer
Matt Palmer – Police Officer
Rob Pearson – Police Officer (PT)
Catherine Pleiness – Police Officer
Joe Roetman – Police Officer
Eric Stein – Police Officer

Police Department Mission Statement

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



Windsor Heights Police Department The 2023 Year in Review

There were many changes at the Police Department in 2023 beginning with a new Police Chief in May, two Lieutenant promotions in September, and the hiring of two new police officers (May and November). Public Safety Director Chad McCluskey left the department in December 2022 to become Waukees's newest police chief. The department also experienced the retirements of Captain Derek Meyer and Lieutenant Rob Pearson. Both longtime and valued employees of the city.

Captain Meyer served as interim police chief at the beginning of the year. When he retired in April, retired West Des Moines Assistant Police Chief Travis Ouverson was selected as the interim police chief. Despite the personnel changes, staff continued to offer quality public safety services to the community.

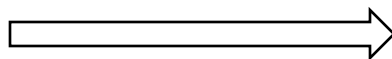
In April, the department placed two new marked Ford Utility Police Interceptors (Explorers) into service. They replaced older, higher mileage patrol units.

Police Chief Pete Roth's first day was May 15. He was formally sworn in at the June 5 Council Meeting. Officer Cody Brown was also sworn in at the June 5 council meeting. His first day with the department was May 22.

In May, Detective Kyle Johnson volunteered to be the department's representative on the Iowa Special Olympics Law Enforcement Torch Run Board. He will also be the point of contact for the WHPD for all Law Enforcement Special Olympics activities. This is an amazing organization to partner with and thanks to Detective Johnson for serving on the board.

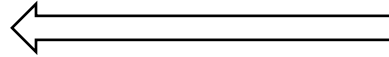
Also in May, detectives wrapped up a major fraud/forgery case involving many other jurisdictions in the central Iowa area. Charges were filed, while other agencies continued their investigations relating to this incident.

On May 16, Lieutenant Mike Irlbeck received a 2023 MADD Award for his outstanding work in impaired driving enforcement. This is a special recognition from the Mothers Against Drunk Driving organization.





Officers participated in the Touch a Truck event in Colby Park on June 2.



Officer Matt Palmer attended the Advanced Law Enforcement Rapid Response Training (ALERT) Level 1 instructor course (active shooter response) from June 5 through June 9, 2023. The curriculum of this course covered such items as the approach to the active incident, entry into the site, movement through the hallways, room clearing and

tactics, and radio communication. The course also taught post-incident subjects including combat/rescue medicine, treating the injured, evacuation, and scene command. As this was an instructor-level course, students were required to teach the material to the class.

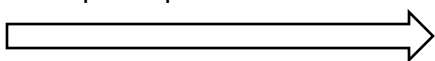
Officer Joe Roetman received special recognition from the Noon Optimus Club of Western Des Moines on June 13. This is the organization's "Annual Respect for Law" program, honoring police officers from Clive, Windsor Heights, and West Des Moines for their outstanding service to our local communities. Honorees were nominated by their department's leadership and provided comments on the rationale for their recognition at the ceremony. Each officer received a framed certificate, and their name was added to an engraved plaque presented to each police department." This recognition began in 2011.

On July 10, 2023, Officers Andrew Nissen and Matt Palmer were dispatched to an apartment complex for the odor of narcotics. Once on the scene, the officers contacted the residents. After a preliminary investigation was completed, detectives were notified and obtained a search warrant for the apartment. Officers located drugs and other contraband throughout the apartment. They also found a handgun (which was later identified as stolen) and a rifle. One person was taken into custody on charges of trafficking stolen weapons, being ineligible to carry a dangerous weapon, and an out-of-state felony warrant.

On July 16, officers responded to a shooting in the 1000 block of 65th Street at 2:15 am. Once there, they located a female who was shot in the arm and the bullet appeared to travel through to her chest. The female was transported to a local hospital where she was treated and eventually released several days later. Detectives investigated the case throughout much of the summer.

Officers assisted Ankeny Police with RAGBRAI on July 26. Over 40,000 cyclists were estimated to ride through Ankeny on their way to Des Moines.

On August 1, the department hosted the Annual National Night Out (NNO) Event in Colby Park. Many members of the community joined us for the activities and met with officers and firefighters. Several area businesses participated.



Chief Roth announced the promotion of Chad Norris and Michael Irlbeck to Police Lieutenant effective September 1. Lieutenant Norris assumed command of the Patrol Division and Lieutenant Irlbeck became the Support Services Division Commander. Lieutenant Rob Pearson worked with both new supervisors until Rob retired from his full-time position in September. Pearson remains on staff as a part-time police officer.

During the Week of August 21, Detective Johson completed a week-long FBI LEEDA Supervisor Leadership Institute Training held at the Polk County Sheriff's Office. LEEDA is the Law Enforcement Executive Development Association.

On August 22, officers conducted a search warrant at a rental property. This was a result of an ongoing narcotics investigation stemming from several complaints of alleged criminal activity. Two males were arrested on various drug charges and one outstanding warrant. The successful conclusion of this case stems from the commendable efforts of Officer Nissen and other members of the department.

An "explosives" incident was reported to the Police and Fire Departments on Thursday, September 7. After investigating, officers discovered the incident occurred in Clive. Detective Johnson worked with area investigators on this incident.

The department assisted with the 2023 Windsor Heights Fall Festival on October 6 and 7. There was a great turnout along with perfect weather. Officers enjoyed interacting with the community. Thank you to the Special Events Committee, City Staff, and the volunteers for an amazing event.

National Night Out was a huge success thanks to Hy-Vee, Walmart Des Moines - 73rd St, The Bake Shoppe Des Moines, Eileen's Cookies-Windsor Heights, DSM Inflatables, Access Yourself Services, Great Clips, and our friends at the Windsor Heights (Iowa) Fire Department! We had an awesome time!



On September 18, Officer Roetman investigated a theft incident from Hy-Vee. The involved individuals reportedly stole from other area Hy-Vee stores and had not yet been identified. Due to Officer Roetman's efforts, he was able to identify and charge two people in the incident. This also helped the West Des Moines Police close their related cases.

Officer Nissen attended a three-day wellness conference hosted by the Iowa Peer Support Foundation (Sept. 27-29). The training took place at the Hilton Garden Inn in West Des Moines.

Lieutenant Irlbeck completed a 40-hour investigative training at Camp Dodge. Officers from five states participated in the class during the week of September 11.

On October 11, Lieutenant Irlbeck and Administrative Support Clerk Breese attended the Administrative Professionals Conference at the Polk County Sheriff's Office. The event was sponsored by the Iowa Police Chiefs Association (IPCA). The agenda included a presentation on Iowa voting laws about polling locations. An additional panel comprised of members of the Iowa Concerns of Police Survivors discussed administrative procedures in the tragic event of a Line of Duty Death.

Eric Stein was sworn in on Monday, November 13 as the department's newest police officer. Officer Stein was already certified and has approximately four years of previous law enforcement experience.

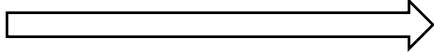
The inaugural Saturday Beggar's Night was held on October 28. Officers handed out candy, provided extra patrols, and interacted with many trick-or-treaters. While speaking with the many parents and guardians, all seemed to like having Beggar's Night on the last Saturday in October instead of the night before Halloween.

Detective Johnson coordinated the department's participation in the Drug Enforcement Administration's National Prescription Drug Take Back on Saturday, October 28. Over 10 pounds of prescription medication were submitted. The Omaha DEA Region reported that 21,316 total pounds were collected for destruction.

The DMACC Criminal Justice Club hosted a recognition presentation on November 1 at the main campus in Ankeny. This was a formal "thank you" for the donation of two retired WHPD police cars. Mayor Mike Jones, Council Members Susan Skeries and Joseph Jones, as well as other City Staff attended the event. A special plaque was presented to Mayor Jones.

Lieutenant Mike Irlbeck and Detective Kyle Johnson investigated a felony theft case involving area pawn shops. These cases can prove difficult to solve due to the nature of the items being sold. This incident involved many rare and exotic gold coins. However, due to the efforts of the investigators, an individual was located and subsequently charged on December 13.

The annual Shop with a Cop Event was held at Walmart on Wednesday, December 13. Windsor Heights Police and Fire personnel had a wonderful time helping 21 children from 11 families fulfilling some of their holiday wishes. A few event photos were posted on the department's Facebook page. Many thanks to the businesses and people who made this event possible.



City Staff worked with Retired Clive Fire Chief Rick Roe on updating the City's Flood Response Plan. Several meetings and work sessions were held in 2023 to finalize a plan in 2024.



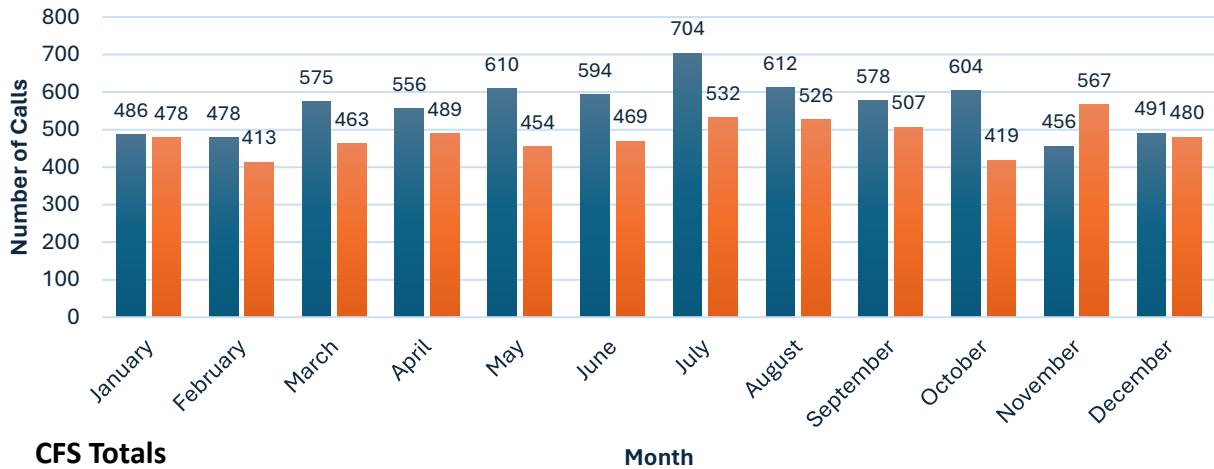
Throughout 2023, several members of the department assisted in updating technology equipment and systems which included the city server project, vehicle mobile modems, body and in-car cameras, a switch over to a new internet provider, electronic access, and many other items. A special thank you to Lieutenants Pearson and Irlbeck for coordinating.





Windsor Heights Police Department Statistics

Calls for Service (CFS) by Month



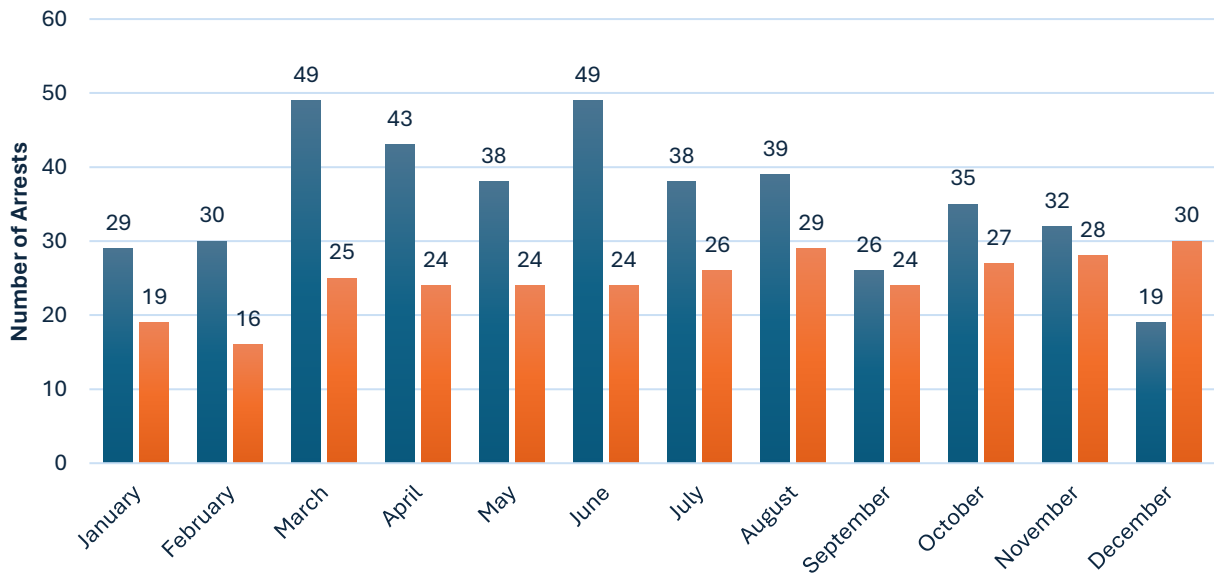
CFS Totals

2022 – 6744

2023 – 5797

■ 2022 CFS ■ 2023 CFS

Arrests by Month



Arrest Totals

2022 – 427

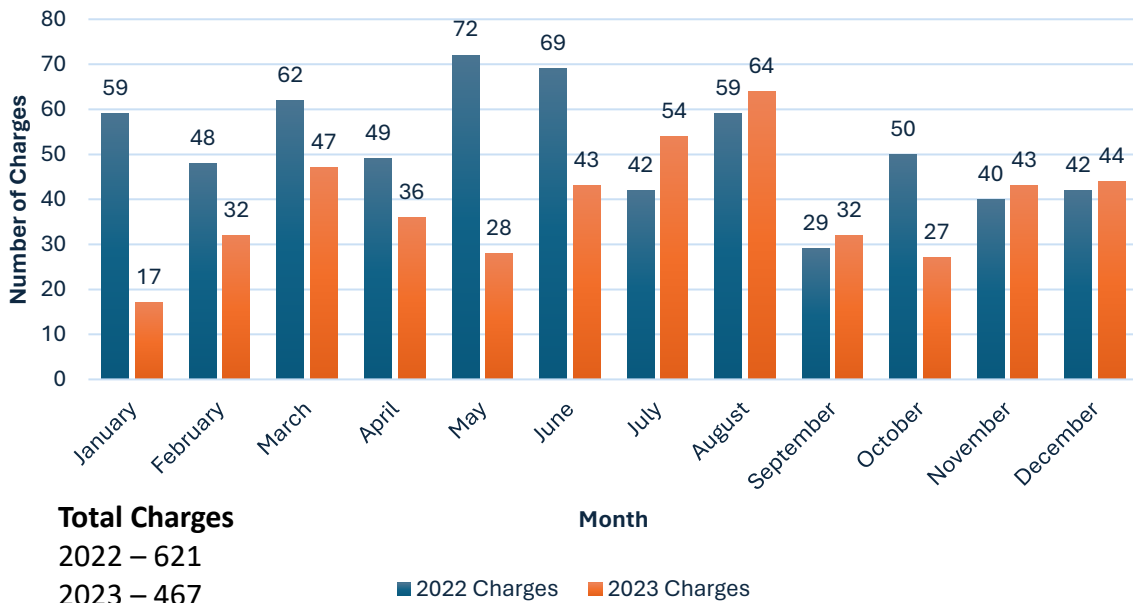
2023 – 296

■ 2022 Arrests ■ 2023 Arrests

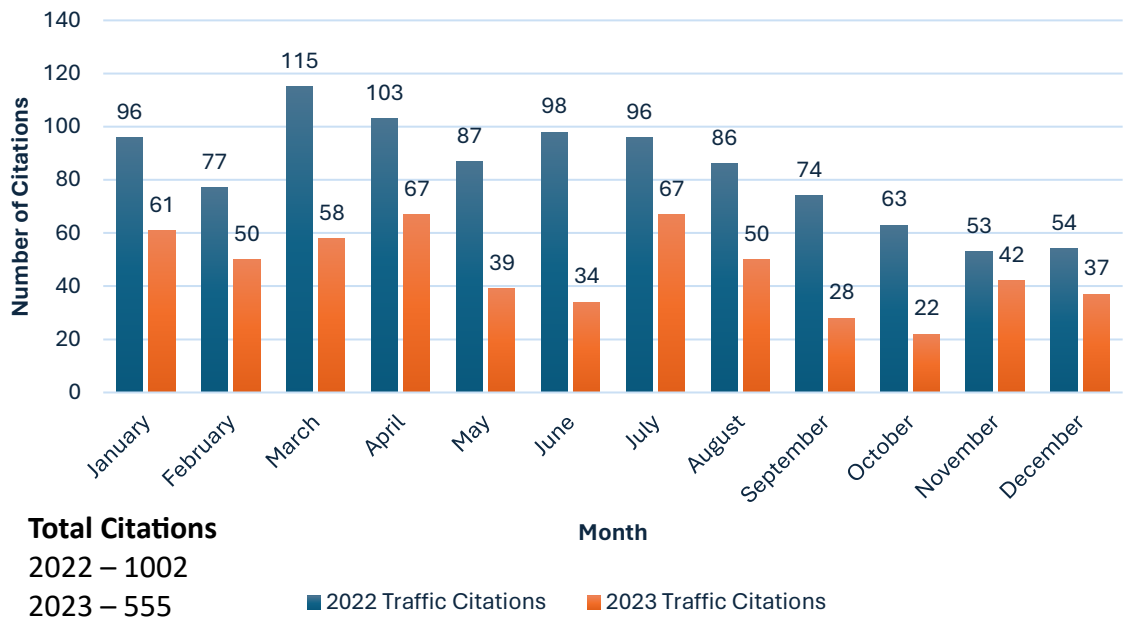


Windsor Heights Police Department Statistics

Criminal Charges by Month



Traffic Citations by Month



Special Recognition

In addition to the challenging and significant public safety events and incidents encountered in 2023, we saw a year of appreciating the police and fire staff for their accomplishments. Our personnel demonstrated exceptional dedication to protecting and serving our community. Every member of the Windsor Heights Fire and Police Department deserves recognition for their continued efforts, often working in the most dangerous, uncomfortable, and stressful environments.

Special Awards and Recognition in 2023



Collin Melody

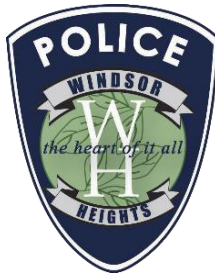
2023 Most Improved Member of the Year

Brian Jones

2023 Medic of the Year

Brett Merseal

2023 Firefighter of the Year



Matt Palmer

2023 Officer of the Year

Rob Pearson

West Des Moines Elks Lodge 2023

Law Enforcement Professional of the Year

Joe Roetman

Noon Optimist Club of Western Des Moines

Respect for Law Enforcement Award 2023

We also want to express our sincerest gratitude to all our public safety partners in the Des Moines Area for their steadfast support, cooperation, and assistance. These agencies seldom operate independently; instead, they rely heavily on regional collaborators for coverage, handling significant incidents, and exchanging crucial information.

Windsor Heights Public Safety Committee

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

Mayor Mike Jones

Council Members Lauren Campbell and Joseph Jones

City Administrator Adam Plagge

Residents Anna Hyatt, Darren Skeries, and Michael Stueckrath