



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, May 20, 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. **Presentation from MPO**
 - A. Presentation Documents
4. **Public Forum:** This is time set aside for comments from the public on topics of City business other than those listed on the agenda. No action may be taken. Please come to the podium, state your name and address for the record and keep your comments to no more than 5 minutes.
5. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
 - A. Approve Minutes of the Regular Council Meeting on May 6, 2024
 - B. Approve Financial Reports
 - C. Approve Resolution No. 2024-36 - A Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Millang Properties, L.L.C., the Windsor, L.L.C. and Jensfam, LLC, Including Annual Appropriation Tax Increment Payments
 - D. Approve Resolution 2024-38 A Resolution Setting a Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Costs for the Windsor Heights CEC Solar Project
6. **Action Items:**
 - A. Consideration of Sister Cities Windsor Heights Representative's Request for Reimbursement for 2024 Kofu, Japan Delegation Trip
 - B. Consideration of Resolution No. 2024-37 - Resolution awarding General Obligation Urban Renewal Bonds, Series 2024A and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same
 - C. Consideration of Resolution No. 2024-35 - A Resolution Awarding the 2024 Televising Project to Hydro-Klean, LLC

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.

- D. Consideration of the 2nd 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
- E. Consideration of the 3rd 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; and to Adopt and Publish

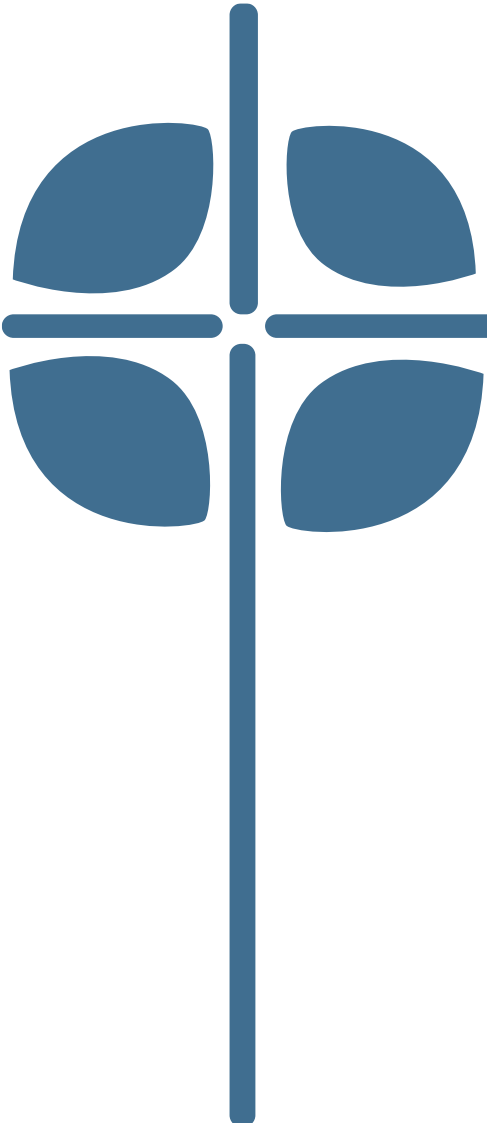
7. **Reports:**

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

i Police Report

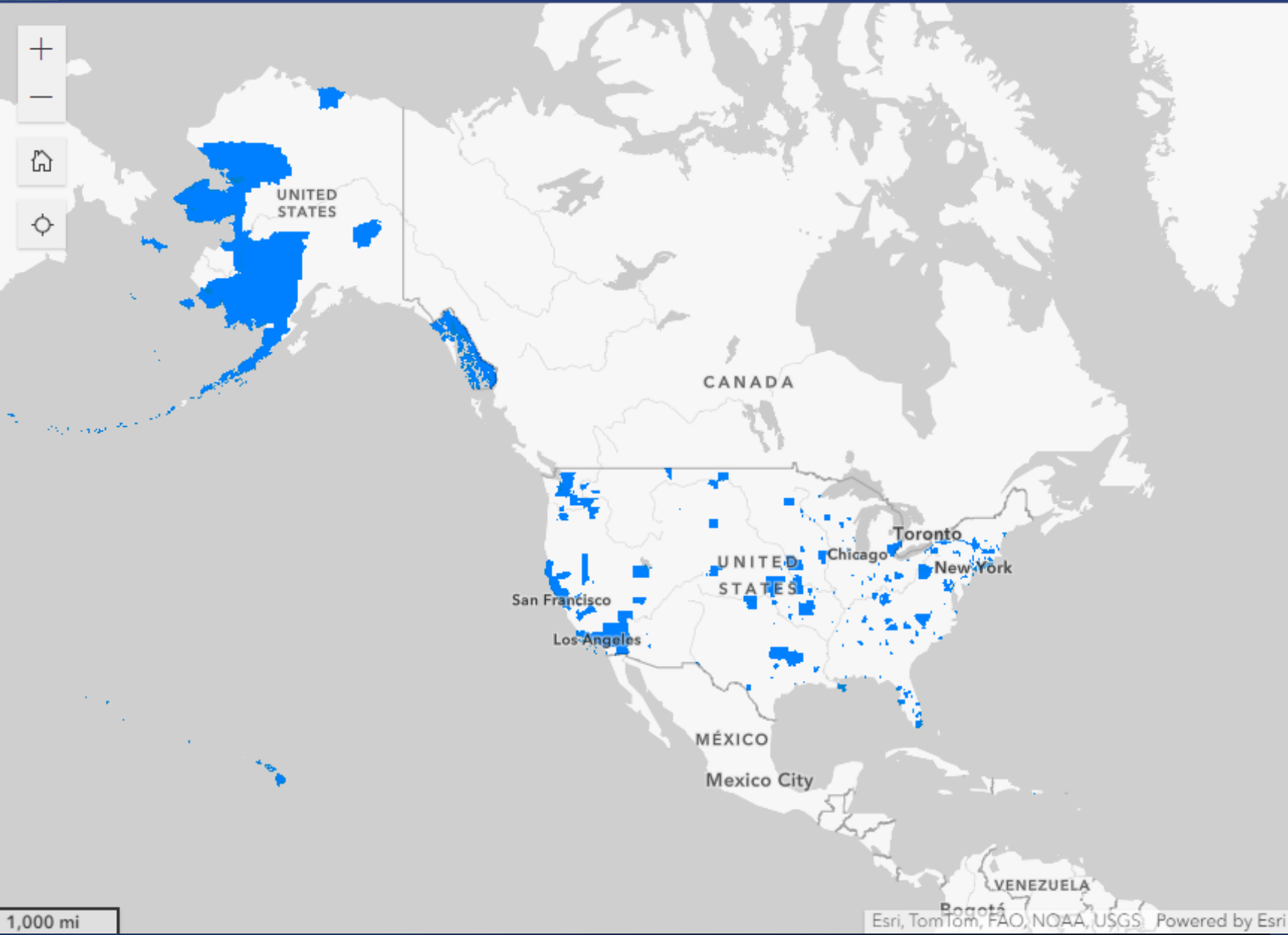
8. **Adjourn**

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.



Des Moines Area MPO Comprehensive Safety Action Plan

MPO Member Community Meeting
May 20, 2024

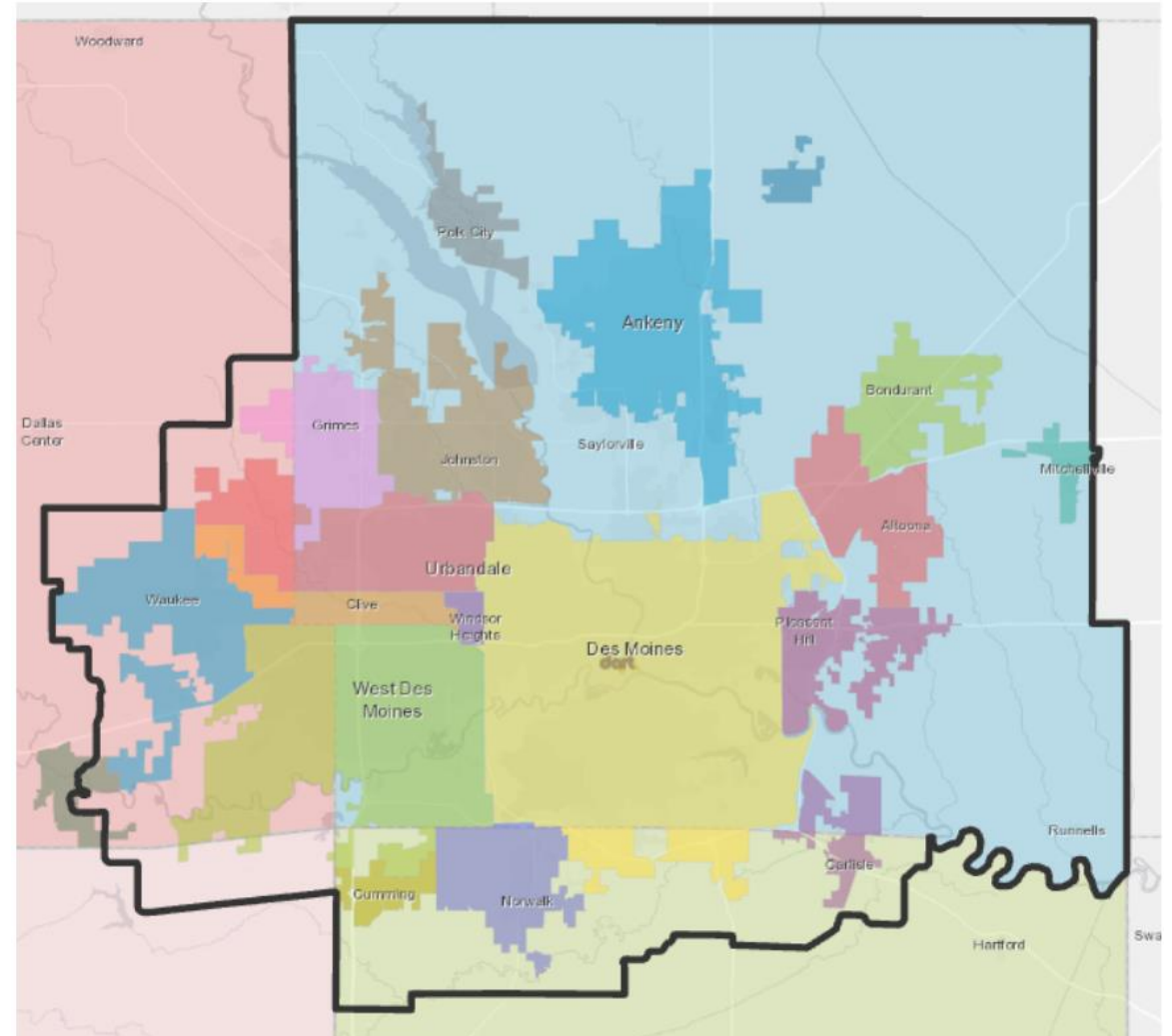


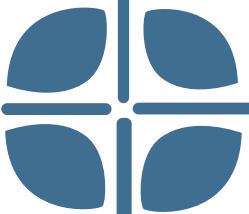
Congratulations

2023 Awards

Regional Project – DMAMPO Members

- The DMAMPO planning region is over 500 square miles, and includes:
 - 16 cities;
 - Des Moines Area Regional Transit Authority (DART);
 - four associate, non-voting cities;
 - unincorporated portions of three counties in central Iowa; and
 - one associate, non-voting county.





Regional Coordination

Des Moines Area MPO



- Coordinating agency for regional transportation planning & for this initiative.
- Provides a forum for collaboration between the public and local, state and federal agencies on planning and transportation issues.
- Federal funding for planning and project implementation.
- Project Manager: Zach Young

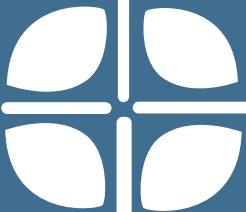


Project Team



CONFLUENCE





Project Purpose:

Significantly Reduce and/or
Eliminate **Fatal & Serious**
Injury Crashes

Comprehensive Safety Action Plan

What is Comprehensive Safety Action Plan (CSAP)?

- Part of the SS4A Infrastructure Program & IIJL Funding
- Focused on eliminating **fatal and serious injury crashes**
- Our team will:
 - ID crash factors and risks.
 - ID high injury network and priority corridors.
 - ID proven safety countermeasures – solutions, tailored to the crash factors!
 - Develop an action focused plan, to guide the regional communities to significantly reduce and eliminate fatal and serious injury crashes and to provide tools to local practitioners.
 - Plan will reflect community-based and data-driven recommendations.
 - **Complete SS4A Implementation Grant Application.**

SS4A & the Safe Systems Approach

What is Safe Streets and Roads for All?

Key Principles

- Death/serious injury is unacceptable.
- Humans make mistakes.
- Humans are vulnerable.
- Responsibility is shared.
- Safety is proactive.
- Redundancy is crucial.



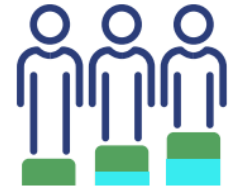
Source: FHWA

Comprehensive Safety Action Plan

Comprehensive Safety Action Plan (CSAP) Requirements

There are 8 key items required in a CSAP, including:

1. Leadership Commitment and Goal Setting
2. Planning Structure
3. Safety Analysis
4. Engagement and Collaboration
5. Equity Considerations
6. Policy and Process Changes
7. Strategy and Project Selections
8. Progress and Transparency





Project to Include Setting Goal and Target Year

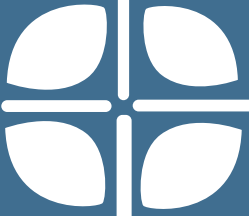
Project Goals

Target Objective :

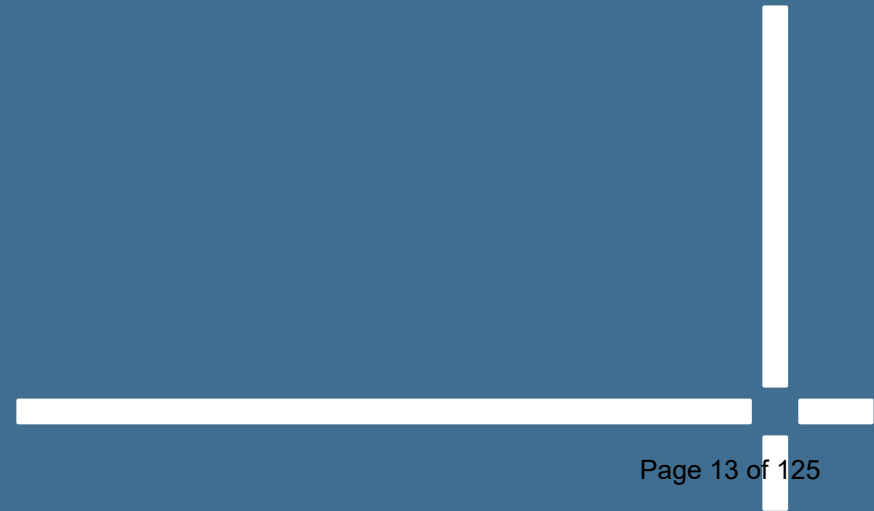
- Eliminate Serious Injury and Death from transportation crashes
- OR
- Significantly Reduce Serious Injury and Death from transportation crashes

Target Year:

- 2035
- 2040
- 2045



Why we need safer streets & roads for all





Our Current Reality

Traffic fatalities are a public health crisis *affecting all road users.*

1.3M

Lives lost globally each year from traffic crashes

Source: UN [Decade of Action for Road Safety 2021-2030](#)

TOOLE
DESIGN

42,795

Lives lost on US roads in 2022

Source: NHTSA [Early Estimates: 2022 Traffic Crash Deaths](#)

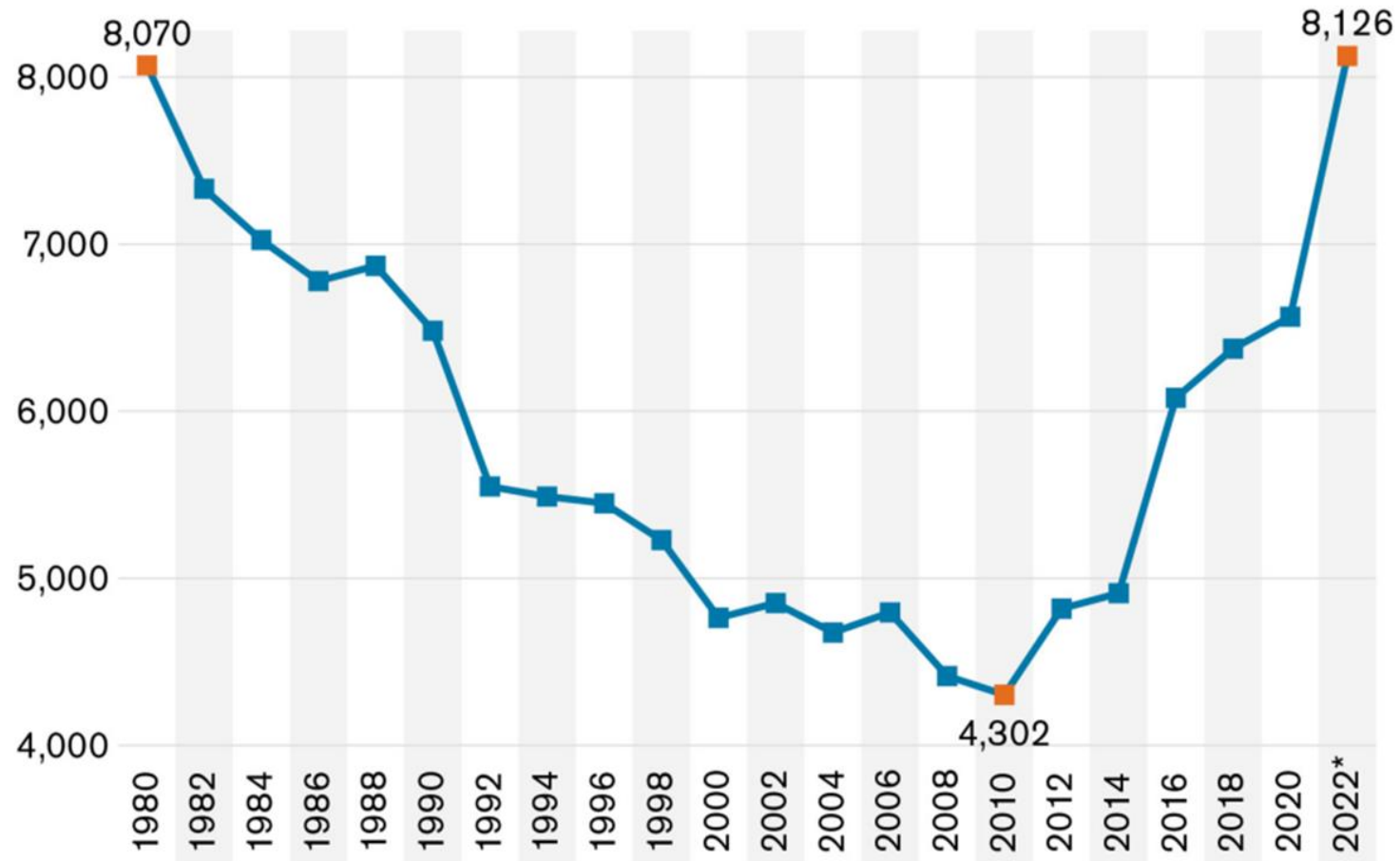
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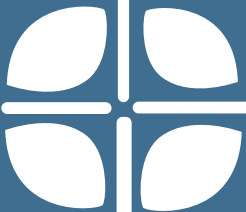
Increase in pedestrians struck and killed from 2019 to 2022.

Source: GHSA [Pedestrian Traffic Fatalities: 2022 Preliminary Data](#)

Annual Pedestrian Fatalities in U.S.

Figure 5 Number of Annual U.S. Pedestrian Fatalities, 1980-2022





Des Moines Area MPO Region

5-Year Crash Trends Overview (Descriptive Analysis)

Des Moines Area

Overarching Trends: Local

- Roadway safety is an issue that affects all

There is a real problem in the Des Moines MPO area:

- **1,881** Fatal and Serious Injury Crashes in **10** years
- **151** people in the Des Moines metropolitan area were involved in fatal and serious injury crashes **in 2020** alone



Des Moines Area, Regional Overview

From 2018 to 2022

50,265

total crashes

939

crashes where a person was fatally or seriously injured (FSI)

771

crashes led to a serious injury

168

crashes were fatal

Crashes where someone was *fatally or seriously injured (FSI)* included

576

motorists



215

motorcyclists



119

pedestrians



29

bicyclists



All stats after this slide are for fatal or serious injury (FSI) crashes, 2018 to 2022

Des Moines Area, Regional Overview (1 of 2)

- **Rural areas** have a higher percent of serious crashes. **Ran off road** was the top cause of rural FSI crashes.
- FSI crashes are more frequent on **weekends** and **dark** conditions. One-third of **rural** FSI crashes occurred in dark-unlit conditions.
- **Single-vehicle** crashes were 46% of FSI crashes.
- Crashes involving **motorcyclists** and **pedestrians** had a higher likelihood of leading to an FSI.

FSI = Fatal and Serious Injury Crashes

Des Moines Area, Regional Overview (2 of 2)

- Half of **VRU** crashes occurred at an **intersection**.
- VRU action was **entering or crossing roadway** in 65% of VRU FSI crashes.
- **Speeding** and **failure to yield** were the top major causes in urban FSI crashes.
- **Males** were involved in 67% of FSI crashes.
- **Younger drivers** were involved in 21% of FSI crashes.

FSI = Fatal and Serious Injury Crashes



Future Meetings & Next Steps

We Want Your Input!

- What roadway safety issues do you hear from constituents?
- Are there any specific locations you know of that people are concerned about?
- Are there specific locations that are particularly concerning for people walking, using mobility aids or bicycling?
- Other feedback?





What's Next?

Equity Analysis

- Evaluate whether and how ***equity and socioeconomics*** impact safety outcomes.

High-injury Network

- ***Mapping where*** crash are patterns occurring.

Community Participation/Engagement

- Community Meetings
- Website, Map and Survey

City of Windsor Heights Regular Business Meeting Minutes
Monday, May 6, 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 Strait, Finance Director Rachelle Swisher, Police Chief Pete Roth, Fire Chief Jim Mease, Public Works Director Jason Roberts, Public Works Supervisor Andy Larson, City Engineer Justin Ernst, City Planner Nate Weitz

2. Approval of the Agenda

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

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.

Janet Strate of 7015 Sunset Terrace - Spoke about seeing traffic increase along her street and other side streets due to 73rd traffic. Asked for the Council and City to consider temporary traffic measures during construction to address increased traffic and pedestrian crossing safety.

4. 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 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
Adam Plagge presented on the importance and reasoning of the relocation. Motion by Michael Libbie to APPROVE. Seconded by Threase Harms . Motion passed 5-0.

B. Consideration of Food Truck Change Order

Adam Plagge presented on the reason for the change order which included requests from council on what they would like to see in the Food Truck Plaza and engineer recommendations. Adam also stated that this work would prepare the park for future construction phases as well as provide savings. Susan Skeries spoke about concerns that landscaping would cause larger food trucks and trailers issues pulling in. Nate Weitzl was in attendance to address this concern, stating they would be able to use the planter space to pull in, if needed, but stated trailer parking would pose a challenge for spaces 2-6 and recommending space 1 be designated for trailers. Susan additionally brought up concern about the maintenance of trees planned in the design. Lauren Campbell suggested eliminating planters in this phase. Nate stated this should not be a significant change order to add planters in a future phase. Threase Harms spoke towards support for more trees and suggested, as part of event planning, having food vendors identify what type of vehicle is being brought in. Threase also spoke towards having events fit the space instead of trying to make the space fit events. Motion by Threase Harms to APPROVE the Food Truck Change Order as presented. Seconded by Michael Libbie. Roll call vote: Aye - Michael Libbie, Joseph Jones, Lauren Campbell, Threase Harms, Nay - Susan Skeries. Motion Passed 4-1.

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

Adam Plagge presented the need for the ordinance. John Callen from JEO Consulting was present as well to address questions from Council. The ordinance has the overall goal of lowering floodplain insurance for residents. City staff has meet with the DNR in collaboration of the ordinance and it's goal. Motion by Threase Harms to APPROVE. Seconded by Joseph Jones . Motion passed 5-0.

D. 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

Adam Plagge stated no comments or edits have been made to the ordinance. Adam also updated Council that Public Works Supervisor Andy Larson and Deputy City Clerk Nate Leuthold have sent out letters to Area 1 and set up a webpage with information in anticipation of the ordinance passing to keep the City on schedule. Motion by Threase Harms to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

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

Adam Plagge stated no comments or edits have been made to the ordinance. Adam also mentioned a direct letter to the city's highest water users will be going out the next day. Susan Skeries asked that the City communicate the fee changes through social media and the newsletter, which staff agreed to. Motion by Joseph Jones to APPROVE. Seconded by Michael Libbie. Motion passed 5-0.

6. **Reports:**

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

Threase Harms - Stated went through Colby Park and has noticed good progress, MAC meeting will be the following week, Thanked to Lauren Campbell for creating the 50324 social posts
Lauren Campbell - Thanked to Susan Skeries for putting on the Earth Day Celebration and thanked the volunteers including Joseph Jones and Threase's girls, Reported Movies in the Park was well attended and that they ran out of pizza twice, Thanked the Firefighter Association for sponsoring and Mayor Jones for going on two pizza runs

Michael Libbie - Stated Movies in the Park was really nice and the new location north of the CEC really brought people together, There will be an upcoming Economic Development

meeting, Encouraged people to attend the Central Iowa Business Conference on May 23 at Prairie Meadows which is put on by the Urbandale Chamber of Commerce, Wished a happy Yam Hashoah

Josheph Jones - Gave an update on the DART public hearing held the previous week, State the MPO voted to support DART and through that DART will keep it's budget as planned for the next 2 years, DART approved their FY25 budget, Appreciate everyone's support for DART, DART is meeting the following day and will have conversation in DC during the partnership trip, There will be upcoming deep conversations on how to move forward and plan what DART's future looks like

Susan Skeries - Thanked everyone who attended the Earth Day Celebration, The weather was not favorable and cause a lower turnout than expected, Other area events also reported similar attendance, Thanked Public Works for helping as well as Metronet and residents with the stream cleanup, Thanked the Firefighter Association for sponsoring Movies in the Park, Counted 312 people, Looking at new ideas for how to keep pizza in supply to eliminate pizza runs, May 31st is Touch a Truck, June 7th Goldfish Academy will present water and swimming safety at Movies in the Park, Still looking for a guest for the August movie, Received a voicemail from Jeff with FunFlicks who was extremely grateful for the gift card received after being impacted by the recent tornadoes and severe weather

Adam Plagge - Provided Council with trip reminders for the Partnership DC trip, Gave an updated on 73rd street including the overlay is out and the contractor is making quick progress, Adam Strait is continuing to work towards implementing Laserfiche including a redesign of the repository and scanning in documents, Thank you to Public Works for assisting Metronet who is laying cable down at Colby Park to provide the Public Works building with internet as well as public Wi-Fi

Jason Roberts - Presented ideas to improve safety during park events that are being held on the north side of the CEC due to limited lighting and traffic concerns, This included potentially closing roads such as School Street between 68th and 69th, as well as no parking on 69th Street per police order, Council was in agreement and City Staff will look further into solutions

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

ii 2023 Public Safety Annual Report

Jim Mease - Presented the Fire Department's portion of the annual report, Highlights included collaboration with partners when ambulances have been down, having a great working relationship with the Police Department, aggressive training and maintenance goals, and implementing a new staffing model that has provided improvements on service delivery

Pete Roth - Presented on the Police Department's portion of the annual report, Thanked everyone involved and supporting the department, the Public Safety committee, and residents, Highlights included overcoming staffing troubles and building upon relationships with partners for greater safety services

7. Adjourn

Motion by Threase Harms to adjourn at 7:06 PM. Seconded by Susan Skeries. Motion passed 5-0.

Mike Jones, Mayor

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**
May 20, 2024

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

GENERAL INFORMATION

ATTACHMENTS

1. BALANCE SHEET
2. BUDGET REPORT
3. CLAIMS REPORT
4. REVENUES

BALANCE SHEET

CALENDAR 4/2024, FISCAL 10/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	620,835.88	203,685.89-
110-000-1110	CASH - RUT	34,610.61-	168,798.12
112-000-1110	CASH - EMP BENEFIT FUND	117,912.12	118,678.51
113-000-1110	CASH - POLICE PENSION	.00	.00
114-000-1110	CASH - POLICE TRUST	.00	25,477.41-
115-000-1110	CASH - POLICE PREFORFEIT	.00	1,602.32-
119-000-1110	CASH - EMERGENCY FUND	.00	.00
121-000-1110	CASH - LOCAL OPTION SALES TAX	.00	1,452,652.49
125-000-1110	CASH - TIF	857,940.39	1,851,476.87
145-000-1110	CASH - URBAN RENEWAL FUNDS	.00	80,387.92
200-000-1110	CASH - DEBT SERVICE	333,553.86	705,680.54
302-000-1110	CASH - SIDEWALK PROGRAM	.00	2,005.00-
303-000-1110	CASH - COLBY PARK	70,584.90-	465,213.98-
306-000-1110	CASH - HICKMAN ROAD PROJECT	.00	.00
309-000-1110	CASH - 2014 A STREET PROJECT	.00	.00
311-000-1110	CASH - TRAIL CONNECTION	.00	.00
312-000-1110	CASH - 63/HICKMAN STREETScape	.00	.00
313-000-1110	CASH - 2017/18 STREET PROJECTS	.00	.00
314-000-1110	CASH - UNIVERSITY AVE PROJECT	12,372.00-	186,416.72-
315-000-1110	CASH - 2018 HMA PROJ	.00	.00
316-000-1110	CASH - 2018 PCC PATCHING PROJ	.00	.00
317-000-1110	CASH - WAL CREEK BIKE HUB/BRID	.00	144,848.50
319-000-1110	CASH - 2020 STREET PROJECTS	644.00-	72,982.31-
320-000-1110	CASH - 2020 PCC PATCHING	.00	.00
321-000-1110	CASH - WAL CREEK STREAM PROJ	.00	.00
322-000-1110	CASH - 73RD ST	30,610.50-	146,771.46
323-000-1110	CASH - 68TH STREET NORTH	14,385.25-	1,524,599.99-
324-000-1110	CASH - 2023 HMA OVERLAY	.00	6,830.50
325-000-1110	CASH - 2023 PCC PATCHING PROJ	.00	47,386.74
326-000-1110	CASH - 68TH ST SOUTH	.00	.00
327-000-1110	CASH - SALT SHED	.00	.00
329-000-1110	CASH - PUBLIC SAFETY PARKING L	.00	615.47-
333-000-1110	CASH - DOG PARK UPDATES	.00	41,543.92
347-000-1110	CASH - FLOOD MITIGATION	.00	.00
348-000-1110	CASH - ARPA FUNDS	.00	13,322.83
349-000-1110	CASH - FUTURE STREET PROJECTS	.00	40,827.53
350-000-1110	CASH - EQUIP REVOLVE FUND	162.00	2,915.68
350-000-1180	CASH - EQUIP REVOLVE - POLICE	74.80-	53,530.14
350-000-1181	CASH - EQUIP REVOLVE - FIRE/EM	.00	30,021.88
350-000-1182	CASH - EQUIP REV - NOT USED	.00	.00
350-000-1183	CASH - EQUIP REV - PUBLIC WORK	.00	71,500.00
350-000-1185	CASH - EQUIP REVOLVE - PARKS	.00	.00
350-000-1186	CASH - EQUIP REVOLVE - CEC	.00	104,972.89
350-000-1187	CASH - EQUIP REVOLVE - IT DEPT	23,032.06-	24,753.79
600-000-1110	CASH - WATER	.00	103,254.44-
610-000-1110	CASH - SEWER	40.01-	2,672.76-
670-000-1110	CASH - LANDFILL/GARBAGE	6,550.64-	2,671.97
740-000-1110	CASH - STORM WATER	15,938.57	266,991.88
805-000-1110	CASH - INTERNAL SERVICE FUND	.00	.00
810-000-1110	CASH - REVOLVING FUND	.00	.00
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BALANCE SHEET

CALENDAR 4/2024, FISCAL 10/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	CASH TOTAL	1,753,438.05	2,788,037.87
001-000-1115	RESERVE CASH - COMM CENTER	.00	.00
	RESERVE CASH TOTAL	.00	.00
115-000-1120	PETTY CASH - POLICE FOREITURE	.00	1,000.00
	PETTY CASH TOTAL	.00	1,000.00
001-000-1150	IPAIT - GENERAL	58,636.09	2,900,908.67
110-000-1150	IPAIT - RUT	.00	991,799.53
112-000-1150	IPAIT - EMPLOYEE BENEFITS	.00	799,477.50
121-000-1150	IPAIT - LOCAL OPTION SALES TAX	.00	.00
125-000-1150	IPAIT - TIF	.00	369,988.14
145-000-1150	IPAIT - URBAN RENEWAL FUNDS	.00	206,971.89
200-000-1150	IPAIT - DEBT SERVICE	.00	445,146.53
303-000-1150	IPAIT - COLBY PARK	.00	1,505,899.97
314-000-1150	IPAIT - UNIVERSITY AVE PROJECT	.00	615,502.09
319-000-1150	IPAIT - 2020 STREET PROJECTS	.00	263,212.10
322-000-1150	IPAIT - 73RD STREET	.00	310,457.83
323-000-1150	IPAIT - 68TH STREET NORTH	.00	2,007,866.63
326-000-1150	IPAIT - 68TH ST SOUTH	.00	.00
348-000-1150	IPAIT - ARPA FUNDS	.00	.00
349-000-1150	IPAIT - FUTURE STREET PROJECTS	.00	791,907.59
350-000-1150	IPAIT - EQUIP REVOLVING	.00	1,003,933.32
670-000-1150	IPAIT - LANDFILL/GARBAGE	.00	393,755.19
740-000-1150	IPAIT - STORM WATER	.00	1,503,000.51
	IPAIT TOTAL	58,636.09	14,109,827.49
001-000-1160	SAVINGS - 680-5592 - GENERAL	.00	.00
001-000-1161	SAVINGS - KWHB	.00	3,061.09
112-000-1160	SAVINGS - EMP BENEFIT 689-6237	.00	.00
113-000-1160	SAVINGS - 680-2292 - POLICE	.00	.00
114-000-1160	SAVINGS - POLICE TRUST	.00	74,752.63
115-000-1160	SAVINGS - PREF/DEA	.00	3,901.61
	SAVINGS TOTAL	.00	81,715.33
001-000-1170	CD 082009 - KWHB	.00	11,643.05
600-000-1170	CD 12062707- WATER	.00	107,401.50
810-000-1170	CD 050109 - REVOLVING FUND	.00	.00
	CD'S TOTAL	.00	119,044.55
	=====	=====	=====

BALANCE SHEET
CALENDAR 4/2024, FISCAL 10/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	TOTAL CASH	1,812,074.14 =====	17,099,625.24 =====

BUDGET REPORT

CALENDAR 4/2024, FISCAL 10/2024

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	2,427,200.00	162,180.03	1,790,582.27	73.77	636,617.73
	EMERGENCY MANAGEMENT TOTAL	10,200.00	.00	9,777.09	95.85	422.91
	FIRE TOTAL	424,420.00	23,895.12	329,063.24	77.53	95,356.76
	AMBULANCE TOTAL	916,175.00	55,972.56	598,856.82	65.36	317,318.18
	BUILDING INSPECTIONS TOTAL	75,000.00	2,800.00	30,271.02	40.36	44,728.98
	ANIMAL CONTROL TOTAL	5,500.00	125.00	3,041.00	55.29	2,459.00
	PUBLIC SAFETY TOTAL	3,858,495.00	244,972.71	2,761,591.44	71.57	1,096,903.56
	ROADS, BRIDGES, SIDEWALKS TOTA	664,984.00	41,033.94	491,895.55	73.97	173,088.45
	STREET LIGHTING TOTAL	67,000.00	3,658.07	38,433.77	57.36	28,566.23
	TRAFFIC CONTROL & SAFETY TOTAL	.00	.00	.00	.00	.00
	SNOW REMOVAL TOTAL	158,000.00	5,733.69	127,408.02	80.64	30,591.98
	OTHER PUBLIC WORKS TOTAL	29,000.00	604.74	10,428.97	35.96	18,571.03
	PUBLIC WORKS TOTAL	918,984.00	51,030.44	668,166.31	72.71	250,817.69
	WATER,AIR,MOSQUITO CONTRO TOTA	.00	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	.00	.00	.00	.00	.00
	HEALTH & SOCIAL SERVICES TOTA	.00	.00	.00	.00	.00
	LIBRARY TOTAL	65,564.00	.00	49,172.72	75.00	16,391.28
	PARKS TOTAL	184,621.00	8,867.48	106,706.77	57.80	77,914.23
	COMMUNITY CTR/ZOO/MARINA TOTA	7,250.00	.00	9,892.31	136.45	2,642.31-
	SPECIAL EVENTS TOTAL	40,000.00	1,044.24	39,369.63	98.42	630.37
	COMMUNITY CENTER TOTAL	135,400.00	6,471.63	88,299.23	65.21	47,100.77
	CULTURE & RECREATION TOTAL	432,835.00	16,383.35	293,440.66	67.80	139,394.34
	COMMUNITY BEAUTIFICATION TOTA	.00	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOTAL	266,372.00	.00	.00	.00	266,372.00
	HOUSING & URBAN RENEWAL TOTAL	20,000.00	.00	18,707.00	93.54	1,293.00
	COMMUNITY & ECONOMIC DEV TOTA	286,372.00	.00	18,707.00	6.53	267,665.00
	MAYOR/COUNCIL TOTAL	72,700.00	12,974.55	82,081.97	112.91	9,381.97-
	IT DEPARTMENT TOTAL	55,000.00	4,445.29	45,671.54	83.04	9,328.46
	CLERK/TREASURER/ADM TOTAL	818,045.00	84,272.96	690,475.35	84.41	127,569.65
	ELECTIONS TOTAL	1,500.00	.00	1,503.22	100.21	3.22-
	LEGAL SERVICES/ATTORNEY TOTAL	65,000.00	4,370.00	31,664.55	48.71	33,335.45
	OTHER GENERAL GOVERNMENT TOTA	15,000.00	.00	.00	.00	15,000.00
	GENERAL GOVERNMENT TOTAL	1,027,245.00	106,062.80	851,396.63	82.88	175,848.37

BUDGET REPORT

CALENDAR 4/2024, FISCAL 10/2024

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROADS, BRIDGES, SIDEWALKS TOTA	1,118,188.00	.00	103,494.00	9.26	1,014,694.00
	PARKS TOTAL	.00	.00	.00	.00	.00
	HOUSING & URBAN RENEWAL TOTAL	406,921.00	.00	23,360.00	5.74	383,561.00
	DEBT SERVICE TOTAL	1,525,109.00	.00	126,854.00	8.32	1,398,255.00
	POLICE TOTAL	130,000.00	74.80	82,986.44	63.84	47,013.56
	FIRE TOTAL	9,000.00	.00	14,150.00	157.22	5,150.00-
	AMBULANCE TOTAL	.00	.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALKS TOTA	15,405,869.00	58,011.75	2,069,026.47	13.43	13,336,842.53
	PARKS TOTAL	600,000.00	70,584.90	503,845.61	83.97	96,154.39
	COMMUNITY CENTER TOTAL	.00	.00	14,152.50	.00	14,152.50-
	IT DEPARTMENT TOTAL	22,800.00	23,032.06	25,175.74	110.42	2,375.74-
	CAPITAL PROJECTS TOTAL	.00	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	16,167,669.00	151,703.51	2,709,336.76	16.76	13,458,332.24
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	31,350.00	40.01	7,205.43	22.98	24,144.57
	LANDFILL/GARBAGE TOTAL	379,000.00	30,695.92	254,928.81	67.26	124,071.19
	STORM WATER TOTAL	292,544.00	14,025.79	85,992.30	29.39	206,551.70
	ENTERPRISE FUNDS TOTAL	702,894.00	44,761.72	348,126.54	49.53	354,767.46
	TRANSFERS IN/OUT TOTAL	2,188,499.00	.00	.00	.00	2,188,499.00
	TRANSFER OUT TOTAL	2,188,499.00	.00	.00	.00	2,188,499.00
	TOTAL EXPENSES	27,108,102.00	614,914.53	7,777,619.34	28.69	19,330,482.66

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AIR FREE DUCT CLEANING	CEC AIR DUCT CLEANING		6,600.00	56773	5/03/24
ANIMAL RESCUE LEAGUE OF IOWA	ANIMAL SERVICES		125.00	56774	5/03/24
AUREON IT	OFFICE 365		2,468.75	56775	5/03/24
BEELINE AND BLUE	FLOOD RESPONSE BOOKS		551.93	56776	5/03/24
BITUMINOUS MATERIALS	SUPPLIES		100.00	56777	5/03/24
BOLTON & MENK	74TH ST STORM SEWER		960.00	56778	5/03/24
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES		211.75	56779	5/03/24
BULLZEYE, INC	APRIL CITY HALL CLEANING		796.00	56780	5/03/24
CALIBER CONCRETE LLC	'23 COLBY PARK PAY REQUEST #4		117,112.15	56806	5/07/24
CENTURY LINK	TELEPHONE		230.26	56781	5/03/24
CLEARFLY	CELL PHONES		178.32	4873	5/03/24
CONTRACTORS RENTAL CO.	EQUIPMENT RENTAL		170.00	56782	5/03/24
CRYSTAL CLEAR WATER CO.	WATER		9.99	56783	5/03/24
DAIDA	RADIX		519.55	4874	5/03/24
FEDERAL TAX DEPOSIT	FED/FICA TAX		28,373.67	4901	5/07/24
GALLS INC	CLOTHING ALLOWANCE		339.76	56784	5/03/24
GRAINGER	WRENCH		2.90	56785	5/03/24
GRIMES ASPHALT & PAVING	STREET MAINTENANCE SUPPLIES		195.00	56786	5/03/24
HOTT OFF THE PRESS	APRIL 2024 NEWSLETTER		1,644.56	56787	5/03/24
HYVEE CATERING	PLEINESS ILEA ACADEMY MEALS		2,596.84	56788	5/03/24
IA CIVIL CONTRACTING INC	2023 PCC PATCHING FINAL		21,932.54	56807	5/07/24
ICMA RETIREMENT TRUST	ICMA	536.73		4900	5/07/24
ICMA RETIREMENT TRUST	ICMA	1,272.36	1,809.09	4903	5/10/24
IOWA LAW ENFORCEMENT ACADEMY	PDI RECERT		50.00	56789	5/03/24
IOWA ONE CALL	LINE LOCATES		33.80	56790	5/03/24
IPERS	HEALTH PRETAX		32.50	4899	5/07/24
ISOLVED BENEFIT SERVICES	FSA FEES	58.80		4898	5/03/24
ISOLVED BENEFIT SERVICES	FLEX - BENEFITS	1,810.00	1,868.80	4902	5/07/24
LEUTHOLD, NATE	APRIL MILEAGE		21.64	56792	5/03/24
LOWE'S	MAILBOX REPAIR		448.57	56793	5/03/24
MCKEE, JOHN	STORMWATER REIMBURSEMENT		160.50	56794	5/03/24
METRO WASTE AUTHORITY	GARBAGE FEES		30,650.38	56795	5/03/24
MIDAMERICAN ENERGY	STREET LIGHTS	3,243.84		4875	5/03/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	571.24		4876	5/03/24
MIDAMERICAN ENERGY	6900 SCHOOL ST STAGE	19.78		4877	5/03/24
MIDAMERICAN ENERGY	1145 66TH ST	186.69		4878	5/03/24
MIDAMERICAN ENERGY	7116 UNIV AVE	26.33		4879	5/03/24
MIDAMERICAN ENERGY	6800 SCHOOL ST	196.48		4880	5/03/24
MIDAMERICAN ENERGY	6800 SCHOOL ST GAS	252.32		4881	5/03/24
MIDAMERICAN ENERGY	6300 UNIV AVE	27.79		4882	5/03/24
MIDAMERICAN ENERGY	7001 UNIV AVE	27.17		4883	5/03/24
MIDAMERICAN ENERGY	1133 66TH ST	704.01		4884	5/03/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	19.67		4885	5/03/24
MIDAMERICAN ENERGY	6540 UNIV AVE	128.99		4886	5/03/24
MIDAMERICAN ENERGY	7290 UNIV AVE	28.25		4887	5/03/24
MIDAMERICAN ENERGY	6739 UNIV AVE	98.56		4888	5/03/24
MIDAMERICAN ENERGY	2227 63RD ST	27.32		4889	5/03/24
MIDAMERICAN ENERGY	6440 HICKMAN RD	61.18		4890	5/03/24
MIDAMERICAN ENERGY	1443 73RD ST	10.00		4891	5/03/24
MIDAMERICAN ENERGY	1804 73RD ST	10.00		4892	5/03/24
MIDAMERICAN ENERGY	6410 HICKMAN RD	28.94		4893	5/03/24
MIDAMERICAN ENERGY	951 73RD ST	20.11		4894	5/03/24
MIDAMERICAN ENERGY	1140 73RD ST	29.86		4895	5/03/24
MIDAMERICAN ENERGY	1601 73RD ST	14.76	5,733.29	4896	5/03/24

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MIDWEST BREATHING AIR SYSTEMS	ANNUAL COMPRESSOR TESTING		1,509.10	56796	5/03/24
NISSEN, ANDREW	CLOTHING ALLOWANCE		29.22	56797	5/03/24
OPG-3, INC	MUNICIPAL LICENSE		3,100.00	56798	5/03/24
OVERHEAD DOOR COMPANY	WEST GARAGE DOOR REPAIRS		401.50	56799	5/03/24
RANGEMASTERS TRAINING CTR	CLOTHING ALLOWANCE		160.52	56800	5/03/24
ROCKET PATCH DRYWALL REPAIR	PD DRYWALL REPAIR		350.00	56801	5/03/24
SAFE BUILDING COMPLIANCE	BUILDING INSPECTIONS		5,705.70	56802	5/03/24
SAM'S CLUB DIRECT	HYDRATION SUPPLIES		197.10	56803	5/03/24
STAPLES	OFFICE SUPPLIES		127.07	56804	5/03/24
TILLOTSON, CAROLE	STORMWATER REIMBURSEMENT		235.22	56805	5/03/24
VERIZON WIRELESS	CELL PHONES		381.23	4897	5/03/24
WINESBERRY, JAMES EDWARD	REFUND OF SEIZED CASH TO OWNER		9,148.41	56809	5/13/24
			=====		
Accounts Payable Total			247,272.61		

Payroll Checks

001	GENERAL	1,987.61
Total Paid On: 5/07/24		1,987.61
001	GENERAL	64,539.22
110	ROAD USE TAX	6,934.79
740	STORM WATER	1,575.24
Total Paid On: 5/10/24		73,049.25
Total Payroll Paid		75,036.86
Report Total		322,309.47

CLAIMS REPORT
CLAIMS FUND SUMMARY

Payroll Checks: 5/03/2024- 5/16/2024

FUND	NAME	AMOUNT
001	GENERAL	123,192.66
110	ROAD USE TAX	15,361.38
112	EMPLOYEE BENEFITS	1,331.16
114	POLICE TRUST	9,148.41
303	COLBY PARK	117,112.15
325	2023 PCC PATCHING PROJECT	21,932.54
610	SEWER	56.91
670	LANDFILL/GARBAGE	30,650.38
740	STORM WATER	3,523.88

	TOTAL FUNDS	322,309.47

REVENUE REPORT
CALENDAR 4/2024, FISCAL 10/2024**PCT OF FISCAL YTD 83.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	3,787,284.00	976,920.22	3,478,185.48	91.84	309,098.52
	ROAD USE TAX TOTAL	663,500.00	.00	562,515.54	84.78	100,984.46
	EMPLOYEE BENEFITS TOTAL	586,530.00	203,037.80	524,017.95	89.34	62,512.05
	POLICE PENSION TOTAL	.00	.00	.00	.00	.00
	POLICE TRUST TOTAL	10,100.00	.00	11,784.31	116.68	1,684.31-
	POLICE PREFORFEITURE TOTAL	1,005.00	.00	17.11	1.70	987.89
	EMERGENCY FUND TOTAL	70,224.00	.00	.00	.00	70,224.00
	LOCAL OPTION SALES TAX TOTAL	1,112,000.00	.00	938,161.55	84.37	173,838.45
	TAX INCREMENT FINANCING TOTAL	1,532,443.00	857,940.39	1,846,306.03	120.48	313,863.03-
	URBAN RENEWAL TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	1,531,129.00	333,553.86	827,278.05	54.03	703,850.95
	SEWAGE TREATMENT TOTAL	.00	.00	.00	.00	.00
	SIDEWALK PROGRAM TOTAL	.00	.00	.00	.00	.00
	COLBY PARK TOTAL	.00	.00	.00	.00	.00
	HICKMAN ROAD PROJECT TOTAL	.00	.00	.00	.00	.00
	2014A STREETS PROJECTS TOTAL	.00	.00	.00	.00	.00
	TRAIL CONNECTION TOTAL	.00	.00	.00	.00	.00
	63/HICKMAN ST SCAPE TOTAL	.00	.00	.00	.00	.00

REVENUE REPORT
CALENDAR 4/2024, FISCAL 10/2024**PCT OF FISCAL YTD 83.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	2017/18 Capital Projects TOTA	.00	.00	.00	.00	.00
	UNIVERSITY AVE ST PROJECT TOTA	.00	.00	.00	.00	.00
	2018 HMA RESURFACING PROJ TOTA	.00	.00	.00	.00	.00
	2018 PCC PATCHING PROJECT TOTA	.00	.00	.00	.00	.00
	WAL CREEK BIKE HUB/BRIDGE TOTA	.00	.00	.00	.00	.00
	2020 STREET PROJECTS TOTAL	.00	.00	.00	.00	.00
	2020 PCC PATCHING TOTAL	.00	.00	.00	.00	.00
	WAL CREEK STREAM PROJECT TOTA	.00	.00	.00	.00	.00
	73RD STREET PROJECT TOTAL	12,360,000.00	.00	.00	.00	12,360,000.00
	68TH ST NORTH TOTAL	.00	.00	.00	.00	.00
	2023 HMA OVERLAY PROJECT TOTA	.00	.00	.00	.00	.00
	2023 PCC PATCHING PROJECT TOTA	.00	.00	.00	.00	.00
	68TH ST SOUTH TOTAL	.00	.00	.00	.00	.00
	SALT SHED PROJECT TOTAL	.00	.00	.00	.00	.00
	PUBLIC SAFETY PARKING LOT TOTA	.00	.00	.00	.00	.00
	DOG PARK UPDATES TOTAL	.00	.00	.00	.00	.00
	FLOOD MITIGATION TOTAL	.00	.00	.00	.00	.00

REVENUE REPORT
CALENDAR 4/2024, FISCAL 10/2024

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	AMERICAN RESCUE PLAN ACT TOTA	.00	.00	.00	.00	.00
	FUTURE STREET PROJECTS TOTAL	1,088,820.00	.00	.00	.00	1,088,820.00
	CAPITAL EQUIPMENT FUND TOTAL	371,500.00	162.00	13,202.45	3.55	358,297.55
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	.00	.00	.00	.00	.00
	LANDFILL/GARBAGE TOTAL	354,000.00	24,145.28	248,999.33	70.34	105,000.67
	STORM WATER TOTAL	375,000.00	29,964.36	284,233.17	75.80	90,766.83
	INTERNAL SERVICE FUND TOTAL	.00	.00	.00	.00	.00
	REVOLVING FUND TOTAL	.00	.00	.00	.00	.00
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		23,843,535.00	2,425,723.91	8,734,700.97	36.63	15,108,834.03
		=====	=====	=====	=====	=====



**STAFF REPORT
CITY COUNCIL**

May 20, 2024

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Resolution No. 2024-36 - A Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Millang Properties, L.L.C., the Windsor, L.L.C. and Jensfam, LLC, Including Annual Appropriation Tax Increment Payments

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2024-36 - Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Millang Properties, L.L.

RESOLUTION NO. 2024-36

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Millang Properties, L.L.C., the Windsor, L.L.C. and Jensfam, LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Windsor Heights, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Windsor Heights Consolidated Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Millang Properties, L.L.C., the Windsor, L.L.C. and Jensfam, LLC (collectively, the “Developers”) in connection with the construction of a new apartment building in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments in an amount not to exceed \$909,535 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on June 3, 2024, at 6:00 p.m., at the City Council Chamber at 1133 66th Street, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
MILLANG PROPERTIES, L.L.C., THE WINDSOR, L.L.C. AND JENSFAM, LLC AND
AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Windsor Heights, Iowa, will meet at the City Council Chambers at 1133 66th Street, on June 3, 2024, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Millang Properties, L.L.C., the Windsor, L.L.C. and Jensfam, LLC (collectively, the “Developers”) in connection with the construction of an apartment building in the Windsor Heights Consolidated Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Developer in a total amount not exceeding \$903,535 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Developers under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Windsor Heights Consolidated Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Windsor Heights, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Adam Strait
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 20, 2024.

Mayor

Attest:

City Clerk



**STAFF REPORT
CITY COUNCIL**
May 20, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Resolution 2024-38 A Resolution Setting a Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Costs for the Windsor Heights CEC Solar Project

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No 2024-38 Plans and Specs Set Hearing CEC solar

RESOLUTION NO. 2024-38

**A RESOLUTION SETTING A PUBLIC HEARING ON THE PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE
WINDSOR HEIGHTS CEC SOLAR PROJECT**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Windsor Heights CEC Solar Project, and

WHEREAS, The Code of Iowa requires cities to hold a public hearing on the plans, specifications, form of contract and estimate of costs prior to the award of construction contracts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, as follows: that the City Clerk be and is hereby directed to publish notice of hearing once in such newspaper, the publication to be not less than four days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be on June 3rd, 2024, at 6:00 p.m.

Passed and approved this 20th Day of May, 2024.

Mike Jones, Mayor

ATTEST:

Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
May 20, 2024

TO: CITY COUNCIL

FROM: Mike Jones, Mayor

SUBJECT: Consideration of Sister Cities Windsor Heights Representative's Request for Reimbursement for 2024 Kofu, Japan Delegation Trip

GENERAL INFORMATION

In March of 2023, Council approved a reimbursement request in the amount of \$3,800 for our Sister City Representative, Ricki King, to make an official visit to Kofu, Japan in August of 2023. This trip ultimately did not happen, as the delegation from Kofu travelled to Des Moines. We met with Mayor Higuchi and gifts were exchanged, including the kakejiku banner that hangs in our Council chambers. The Greater Des Moines delegation is now travelling for an official visit to Kofu, from May 21st – 28th, and Ms. King, as Kofu Chair of the Sister Cities Commission, will be attending along with Mayor Boesen of Des Moines, Chair Joe Nolte, Vice-Chair Kelly Simmons, Eric Baker of Ankeny and potentially Martin Squier of Cumming.

As Ms. King is the Chair of the Kofu Subcommittee I would once again ask Council to approve an amount for reimbursement for her official visit to Japan. The amount last year was based upon an estimated \$2,000 flight, \$152 per night for six nights, \$100 of meals and incurred expenses per day for seven days and \$100 for two days of travel (train to and from Tokyo) as transportation costs are separate from per diem.

This year, Ms. King has already purchased her plane ticket in the amount of \$1,846.90. Further, the General Services Administration has an "Other" category for unlisted cities (Kofu, nor any of its province cities are listed), so there is no need to average out the entire country. This amount is \$111 for a maximum lodging rate and \$68 for meals and incurred expenses. To be closer to the airport, Ms. King will be spending her final night in Tokyo, which has a significantly higher GSA lodging rate of \$278 and \$139 for meals and incurred expenses. I would also note that the GSA only allows 75% eligibility for meals and incurred expenses on the first and last day of travel.

For reference, six nights at \$111 and one at \$278, one day of meals and expenses at \$51, five at \$68, one at \$139, and one at \$104.25, \$100 for train transportation and \$1,846.90 for a flight

added together totals \$3,525.15. Half of that is \$1,762.58. This would, again, be a *maximum* reimbursement and the amount would only be paid following the presentation of receipts, pursuant to the City's employee reimbursement policy. These would be public record and reviewable by any person. For reference, I have included last year's Staff Report, the 28E agreement between our cities and have invited Ms. King to attend our meeting.

SUMMARY

I would ask Council to consider an appropriate maximum amount for reimbursement to send the Windsor Heights Representative and Chair of the Kofu Subcommittee, Ricki King, to Japan.

ATTACHMENTS

1. March 20, 2023 Staff Report, Sister City 28E, & Serving on the Greater Des Moines Sister Cities Commission



**STAFF REPORT
CITY COUNCIL**
March 20, 2023

TO: CITY COUNCIL

FROM: Mike Jones, Mayor

SUBJECT: Discussion and Possible Action on Sister Cities Windsor Heights
Representative's Request for Reimbursement for 2023 Kofu, Japan Delegation
Trip

GENERAL INFORMATION

On February 6th, 2023, I submitted to Council a request for up to \$7,000 in reimbursement for the Greater Des Moines Sister Cities Windsor Heights Representative, Ricki King, to travel to Kofu, Japan, for the Japanese Delegation Trip. At Council, there were a number of questions presented, leading to the item being tabled.

Since the item has been tabled, I exchanged a number of e-mails with Ricki regarding the request and her trip. I also researched the last trip taken by a Windsor Heights Representative, as well as the trips taken by our neighbors in Des Moines.

The last known trip taken by a Windsor Heights Resident was in 2016, when Kerry Bowen travelled to Stavropol, Russia. On May 16th, 2016, the Windsor Heights City Council approved a \$900 expenditure to cover the partial cost of airfare. It is unknown what the entire cost of the trip was, as there was no documentation in the agenda, nor do we have a recording of the meeting.

In April of 2018, the City of Des Moines approved \$2,560 and \$3,205 for Darlene Blake and Roger Nowadzky, then the Chairperson and Vice-Chairperson of the Sister Cities Commission, to Travel to Pristina, Kosovo for a week. In 2019, Des Moines reimbursed then Chair Nowadzky a combined \$2,288.26 and Li Zhao Mandelbaum \$2,002.68 for a trip to Shijiazhuang, China.

These numbers should be placed in context, obviously, as they are pre-pandemic and pre-Russo-Ukrainian War. I cannot determine what it would cost to travel to Stavropol today as a point of reference due to the aforementioned war and airspace restrictions. Further, airfare travel to Asia continues to be more expensive than other areas due to stricter pandemic regulations. Per a Sister Cities Agenda from February of 2019, a roundtrip flight to Tokyo cost approximately \$1,400.

Today, per Google Travel data, the median flight cost to Tokyo is \$2,075.

The trip in question will take place from August 6th/7th to August 12th/13th. Ms. King plans to be joined by Commission Vice Chairperson Joe Nolte, whose expenses will be covered by the City of Des Moines and possibly Teresa Parmenter, whose expenses may only partially be covered as she is not a Chair, Vice-Chair or Committee Chair.

Aside from the average flight cost of \$2,075, there is per diem to be considered. Unfortunately, majority of the information available for pricing is pre-pandemic but the Department of State's Office of Allowances has a chart of foreign per diem rates in U.S. Dollars for Japan. Kofu, nor any other city in the Yamanashi Prefecture appears on this list but the average of all 63 cities listed is a maximum lodging rate of \$152 (per night) and \$100 (per day) for meals and incurred expenses.

Lastly, interpreting the definitions provided by the General Services Administration, transportation from the airport to a place of lodging would not be part of the per diem and instead would be considered a transportation cost. Kofu does not have an airport so visitors have to fly to Tokyo and take a two-hour train ride. Despite the distance and time, this is only an estimated \$30 – \$40 expense (one way).

Based on the numbers provided, I would ask Council to consider an appropriate maximum amount for reimbursement to send the Windsor Heights Representative and Chair of the Kofu Subcommittee, to Japan. This would, again, be a reimbursement and the amount would only be paid following the presentation of receipts, pursuant to the City's employee reimbursement policy. These would be public record and reviewable by any person. If there are any questions about the mission of the Sister Cities Commission, I have attached information as well as the 28E agreement between our cities.

SUMMARY

I would ask Council to consider an appropriate maximum amount for reimbursement to send the Windsor Heights Representative and Chair of the Kofu Subcommittee, Ricki King, to Japan.

ATTACHMENTS

1. 28E for Des Moines Sister Cities Commission
2. Serving on the Greater Des Moines Sister Cities Commission

INTERGOVERNMENTAL AGREEMENT CREATING METROPOLITAN DES MOINES SISTER CITIES COMMISSION

THIS AGREEMENT is made and entered into by, between, and among the Cities of Des Moines, Iowa, and _Urbandale_, Iowa. All parties to this and to prior agreements in the following form are hereinafter called "municipalities").

WHEREAS, the cities of Des Moines, Windsor Heights, Norwalk, Johnston, Cumming and Ankeny have entered into intergovernmental agreements in the following form for the purpose of establishing the Metropolitan Des Moines Sister Cities Commission, also known as the Greater Des Moines Sister Cities Commission; and,

WHEREAS, the City of Urbandale, Iowa, desires to join into the Des Moines Metropolitan Sister Cities Commission.

WITNESSETH:

I. AUTHORITY

The municipalities enter into this Agreement under and by virtue of the powers granted by Chapter 28E, Code of Iowa, 2013.

II. PURPOSES

The other municipalities wish to join and expand the Des Moines Sister Cities Commission to allow for participation in its programs by citizens, schools, businesses, and civic organizations throughout the Des Moines Metropolitan area. To that end, the purposes of the Metropolitan Des Moines Sister Cities Commission shall be:

1. To allow residents and citizens of the Des Moines Metropolitan area and the people of similar cities in foreign nations to acquire a mutual understanding of one another as individuals, as members of their communities, as citizens of their countries and as members of the family of nations.
2. To promote educational and cultural exchanges between institutions and citizens in the Des Moines Metropolitan area, and institutions and citizens of Des Moines' sister cities.
3. To coordinate and facilitate communication between businesses in the Des Moines Metropolitan area wishing to make contact with businesses in the sister cities, and to coordinate business and trade inquiries from Des Moines Sister Cities directed to potential trading and business partners in the municipalities.
4. To assist individuals and educational institutions in the Des Moines Metropolitan area in acquiring and exchanging professional and technical skills with individuals and institutions in sister cities.
5. To develop an awareness of the international Sister Cities Program, its goals, missions, and accomplishments, and to create a bridge of understanding between different cultures of the world.

member who serves on a committee shall be formally appointed to such committee for a standard term to be defined by the Commission.

6. The Commission shall keep and maintain a true and complete record of its activities, including minutes of all meetings and actions, reflective of discussions and decisions on each issue or action, and showing the vote of each member on each question, or, if absent and failing to vote, indicating that fact. All Commission meetings shall be governed by the Iowa Open Meetings Law (Chapter 21 of the Code of Iowa).

V. POWERS

The Commission shall have and may exercise the following powers:

1. To make and enforce rules and regulations for the conduct of its business and affairs, and for the expenditure of funds available to the Commission.
2. To contract for the expenditure of funds for activities, supplies, travel, and events as necessary to promote the purposes of the Commission as set forth herein, up to but not exceeding the budget available to the Commission during any fiscal period.
3. To contract for personnel on a part time or full time basis, subject to a specific allocation of funding for such purpose, and subject to the total yearly budgetary allocations available to the Commission from the municipalities.
4. To accept grants, gifts, and contributions from public bodies and private persons, firms, or corporations to assist the Commission in the accomplishment of its goals.
5. The Commission shall not have the power to purchase or contract for the purchase of real estate, nor to bind the municipalities to any expenditure of funds beyond that which, is contained in the then current operating budget of the Commission.

VI. FINANCING

1. The Commission shall prepare a yearly operating budget based upon a fiscal year beginning July 1. The budget for the next succeeding fiscal year shall be adopted by the Commission no later than December 1st and shall thereafter be presented to each of the municipalities for their review and approval prior to December 15th of each year. The Commission shall request that each municipality provide in its operating budget for its share of the Commission budget based upon the formula set forth herein, or in an amendment to this agreement.
2. Each municipality's share of the Commission's general operating budget, exclusive of travel expenses, shall be based on a per capita levy, using the last available Federal census for each municipality, (i.e., Population of municipality divided by total population of all participating municipalities.) In addition to the general operating budget, each municipality may allocate funds to be used specifically for travel purposes for its representative or representatives to the Commission, or for elected and/or appointed representatives of the municipality who participate in Commission activities. No municipality may utilize or borrow against travel funds provided by another municipality without approval of that municipality. The Commission treasurer shall establish a separate travel account for each municipality. Any funds remaining in the travel account of a municipality at the end of any fiscal year shall be kept in trust for that municipality, available to be spent for such purpose in succeeding years.

IX. MISCELLANEOUS

1. All notices and other communications hereunder shall be in writing, and shall be hand delivered or sent by U.S. Mail, addressed as follows:

Attention: Mayor
City of Des Moines
400 Robert D. Ray Drive
Des Moines, Iowa 50309-1891

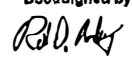
Attention: Mayor
City of Urbandale
3600 86th Street
Urbandale, Iowa 50322

2. This Agreement shall become effective upon filing with the Secretary of State of Iowa and the Recorder of Polk County, Iowa.

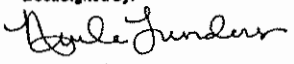
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the days and dates set forth below.

Signed: September 6, 2022 _____, 2022

CITY OF URBANDALE, IOWA

By:  _____
DocuSigned by:
18E6785825484FB...
Bob Andrew, Mayor

Attest:

 _____
DocuSigned by:
B7004D4F8025498...
Nicole Lunders, City Clerk

Authorized by Resolution 225-2022 _____ passed by the Urbandale City
Council on September 6 _____, 2022.

CITY OF WINDSOR HEIGHTS, IOWA

By _____
Mike Jones, Mayor

Attest:

Travis Cooke, City Clerk

Authorized by Motion or Resolution No. _____ passed by the Windsor
Heights City Council on _____, 2022.



SERVING THE CITY OF DES MOINES AS A GREATER DES MOINES SISTER CITIES COMMISSIONER

If you have any questions, please contact SISTERCITIES@dmgov.org or if you are interested in serving on the Commission, please complete the [Online Board Application Form](#).

ABOUT THE COMMISSION

The SCC was created to foster relationships and to make introductions for economic, educational, and cultural cooperation between Des Moines and other communities around the globe, and for the coordination of sister city activities.

The SCC is currently structured under a business model led by a Chair and Vice Chair with committees, subcommittees, chairpersons, and committee members made up of Commission members and volunteers supporting our sister city committees, education, finance, and marketing. In addition to receiving a fiscal budget from the City of Des Moines, a separate, nonprofit organization, Friends of Greater Des Moines Sister Cities, has been created for fundraising. The Commission meets monthly on the second Tuesday from 5:00 to 6:00 PM with [attendance requirements](#).

APPOINTMENTS

The SCC strives to appoint members who are interested, well-qualified, and free from bias or conflict of interest. Appointments are made without discrimination based on race, color, sex, religion, age, national origin, marital status, familial status, sexual orientation, or physical or mental disability unrelated to ability. Additional standards of selection are based upon how applicants' skills apply to the commission's mission, functions and current and ongoing projects.

The Commission has up to fifteen members from the city of Des Moines appointed by the City Council. The cities of Norwalk, Windsor Heights, Cumming, Ankeny and Johnston have one member appointed by the city council of each city. The Mayor of Des Moines is honorary Chair of the Commission. Des Moines Commissioners are appointed for (5) year terms, with a maximum of two (2) complete terms. Member cities' representatives are not subject to term limits.

To properly represent our citizens, members must have ample time to not only attend meetings, but also to participate on committees and support local events. If you find you are unable to fulfill the requirements of a Commissioner, you can still become involved as a volunteer.

TRAVEL EXCHANGES

Ideally, travel to and from each of our sister cities occurs alternately each year – meaning, we visit every other year, and they visit the years between. Each visit has a different, specific purpose depending on the relationship.

The Commission funds travel for Des Moines representatives to a sister city for up to two (2) Commissioners. Most often this is the Chairperson of the Commission and the Chair of the City Committee. Member cities are responsible for funding travel for their representatives. Other Commissioners may be able to participate at their own expense depending on the purpose of the delegation.

A visiting sister city delegation may be here from 1 to 7 days. This requires a full schedule of programs and entertainment which can take weeks to plan and prepare. All committee members for the visiting city are expected to participate in planning and participation on arrival. Other Commission members are also expected to assist in some manner with each visiting delegation.

NON-TRAVEL EXCHANGES AND OTHER EVENTS

To keep our city relationships strong, we also participate in exchanges that do not require travel. For example, art students in Stavropol, Russia occasionally send us paintings, which have been displayed at the Iowa State Fair.

We also have participated in local events, such as manning a booth at the Des Moines Arts Festival and giving scholarships to students traveling to one of our sister cities with whom the Des Moines Public Schools has an exchange program. The Commission will also play a role in assisting the nonprofit organization with its fundraising efforts.

We are working with the Des Moines Public Schools to create non-travel student exchange programs with each of our sister cities.

SPECIFIC SKILLS NEEDED ON THE COMMISSION

Any of the following skills and/or experience are highly desired, but not required.

Leadership	Fundraising	Marketing
Event Planning	Social Media	Email
Foreign Language	Translator	Graphic Design
Writing/Editing	Internet Research	International Travel
Microsoft Office	Other Board service	Diplomatic Training/Education

SERVICE ON THE COMMISSION

Greater Des Moines Sister Cities Commissioners are charged with responsibility for the growth and development of our Sister Cities. As a body, this includes:

- Maintaining continual communication with each sister city
- Advancing economic development of our partner cities
- Fostering and promoting cultural and educational exchange programs
- Creating public awareness of our Des Moines Sister Cities Commission

As a body and individually, this requires:

- Supporting goals of each sister city committee by contributing to and participating in events furthering those goals
- Following through on responsibilities
- Teamwork and team-building, which includes at times taking a leadership role and at others a supportive role
- Understanding of Commissioner roles and expectations, which includes participation in discussions, committees and in planning and carrying out events
- Gaining an understanding and training in protocol on behalf of the Commission and with each sister city
- Basic understanding of government and government regulations
- Making recommendations to City leaders of goals, objectives, and programs to best manage the relationships and success of our Sister City relationships
- Understanding the budget, funding, and strategies for advancing our Sister Cities' mission
- Developing a workable budget for our selected cities
- Supporting the Friends organization through promoting, stimulating, facilitating, and coordinating fundraising activities
- Exploring and developing future Sister City relationships

The following qualities are representative of an effective Commissioner and should be displayed at all times while engaged in Sister Cities activities:

- Servant leadership approach
- Positive attitude
- Time management
- Self-management
- Articulate and concise communications skills

- Resilience, tolerance, and flexibility
- Critical thinking and decision-making skills
- Attention to detail



STAFF REPORT
CITY COUNCIL
May 20, 2024

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director

SUBJECT: Consideration of Resolution No. 2024-37 - Resolution awarding General Obligation Urban Renewal Bonds, Series 2024A and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2024-37 - Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of \$8,370,000 General Obligation U
2. UMB Updated Reg PA (Windsor Heights 503155-19) 2024-v2
3. FINAL CDC - over \$10 Million (Windsor Heights 503155-19)-v2
4. Loan Agreement (Windsor Heights 503155-19) 2024-v2

RESOLUTION NO. 2024-37

Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of \$8,325,000 General Obligation Urban Renewal Bonds, Series 2024A and providing for the levy of taxes to pay the same

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 (the "Projects"), 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 the City has authorized its use by Independent Public Advisors, LLC as financial advisor (the "Financial Advisor") to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of Northland Securities, Inc., Minneapolis, Minnesota, (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$8,325,000, for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$8,325,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated June 20, 2024, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2025	\$ 235,000	5.00%	2035	\$ 415,000	4.00%
2026	\$ 305,000	5.00%	2036	\$ 430,000	4.00%
2027	\$ 315,000	5.00%	2037	\$ 445,000	4.00%
2028	\$ 330,000	5.00%	2038	\$ 460,000	4.00%
2029	\$ 340,000	5.00%	2039	\$ 480,000	4.00%
2030	\$ 350,000	5.00%	2040	\$ 495,000	4.00%
2031	\$ 360,000	5.00%	2041	\$ 520,000	4.00%
2032	\$ 375,000	5.00%	2042	\$ 540,000	4.00%
2033	\$ 385,000	4.00%	2044	\$1,145,000	4.00%
2034	\$ 400,000	4.00%			

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part of all of the principal of the Bonds maturing in the years 2033 to 2044, inclusive, prior to and in any order of maturity on June 1, 2032, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2044 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2043 at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2043	\$560,000
2044	\$585,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2024. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name

of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired.

Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)
UNITED STATES OF AMERICA
STATE OF IOWA
POLK COUNTY
CITY OF WINDSOR HEIGHTS
GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2024A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	June 20, 2024	_____

The City of Windsor Heights (the “City”), in Polk County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2024, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Urban Renewal Bonds, Series 2024A (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of June 20, 2024 (the “Loan Agreement”), entered into by the City 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.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on May 20, 2024, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2033 to 2044, inclusive, prior to and in any order of maturity on June 1, 2032, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. Principal of the Bonds maturing on June 1, 2044 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2043 in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be

performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Windsor Heights, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of June 20, 2024.

CITY OF WINDSOR HEIGHTS, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: June 20, 2024

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, N.A.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	<u></u>
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	<u></u>
				(Minor)
			under Uniform Transfers to Minors Act	

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$8,634,979), including net original issue premium (\$309,979) (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$109,431.58) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds (\$8,457,347.42) (the "Project Proceeds") received from the sale of the Bonds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$68,200) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City, the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$652,350;

For collection in the fiscal year beginning July 1, 2026
sufficient to produce the net annual sum of \$647,100;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$646,350;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$639,850;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$632,850;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$625,350;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$622,350;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$613,600;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$613,200;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$612,200;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$610,600;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$608,400;

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of \$605,600;

For collection in the fiscal year beginning July 1, 2038,
sufficient to produce the net annual sum of \$607,200;

For collection in the fiscal year beginning July 1, 2039,
sufficient to produce the net annual sum of \$603,000;

For collection in the fiscal year beginning July 1, 2040,
sufficient to produce the net annual sum of \$608,200;

For collection in the fiscal year beginning July 1, 2041,
sufficient to produce the net annual sum of \$607,400;

For collection in the fiscal year beginning July 1, 2042,
sufficient to produce the net annual sum of \$605,800; and

For collection in the fiscal year beginning July 1, 2043,
sufficient to produce the net annual sum of \$608,400.

(Such taxes being supplemental and additional to taxes
previously authorized by the City for this purpose for collection
in the fiscal year beginning July 1, 2024).

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Polk County, and the County Auditor is hereby instructed to enter for collection and assess the tax

hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Chapter 403 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City hereby reaffirms its intent to budget and appropriate incremental property tax revenues for the payment of some or all of the portion of principal of and interest on the Bonds attributable to a portion of the Projects identified in the preamble hereof.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 12. It is the intention of the City that the interest on the Bonds be and remain exempt from the taxes imposed by Subchapter II (Personal Net Income Tax) and Subchapter III (Business Tax on Corporations) of Chapter 422 of the Code of Iowa, as amended. The City hereby declares that the Bonds are being issued solely for the urban renewal purposes of the City pursuant to the authority granted in Section 403.12 of the Code of Iowa and under the urban renewal plan for the Windsor Heights Consolidated Urban Renewal Area. Furthermore, the City covenants to use the proceeds from the issuance of the Bonds strictly for the carrying out of urban renewal projects in the Windsor Heights Consolidated Urban Renewal Area as set forth in the preamble hereof.

Section 13. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 14. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 20, 2024.

Mayor

Attest:

City Clerk

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this June 20, 2024 (the “Dated Date”) by and between the City of Windsor Heights, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$8,325,000 General Obligation Urban Renewal Bonds, Series 2024A hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
--------------	--

If to ISSUER:	City of Windsor Heights, Iowa Attn: City Clerk City Hall 1145 66 th Street, Ste 1 Windsor Heights, Iowa 50324
---------------	--

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF WINDSOR HEIGHTS, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$600 annual |

* Initial Fees charged at Closing

* Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Windsor Heights, Iowa (the “Issuer”), in connection with the issuance of \$8,325,000 General Obligation Urban Renewal Bonds, Series 2024A (the “Bonds”), dated June 20, 2024. The Bonds are being issued pursuant to a resolution of the Issuer approved on May 20, 2024 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2023-2024 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

VALUATIONS

GROSS TAXABLE VALUATION BY CLASS OF PROPERTY

TREND OF VALUATIONS

LARGER TAXPAYERS

DEBT LIMIT

DIRECT DEBT (including General Obligation Debt Paid by Property Taxes and General Obligation Debt Paid by Tax Increment)

ANNUAL FISCAL YEAR DEBT SERVICE PAYMENTS (including General Obligation Debt Paid by Property Taxes and General Obligation Debt Paid by Tax Increment)

DEBT RATIOS

LEVIES AND TAX COLLECTIONS

TAX RATES

TIF-BACKED DEVELOPMENT AGREEMENTS

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Independent Public Advisors, LLC.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 20, 2024.

CITY OF WINDSOR HEIGHTS, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

LOAN AGREEMENT

This Loan Agreement is entered into as of June 20, 2024, by and between the City of Windsor Heights, Iowa (the “City”), and Northland Securities, Inc., Minneapolis, Minnesota as Purchaser (the “Purchaser”). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$8,325,000, and the City’s obligation to repay hereunder shall be evidenced by the issuance of General Obligation Urban Renewal Bonds, Series 2024A, in the aggregate principal amount of \$8,325,000 (the “Bonds”).

2. The City has adopted a resolution on May 20, 2024 (the “Resolution”) authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City’s obligation to repay the amounts payable hereunder. The Bonds shall be dated June 20, 2024, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF WINDSOR HEIGHTS, IOWA

By _____
Mayor

Attest:

City Clerk

NORTHLAND SECURITIES, INC.
Minneapolis, Minnesota

By _____

(Print Name and Title)



STAFF REPORT
CITY COUNCIL
May 20, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Consideration of Resolution No. 2024-35 - A Resolution Awarding the 2024
Televising Project to Hydro-Klean, LLC

GENERAL INFORMATION

The televising of the storm sewer will be completed to determine the condition, location and size of the existing storm sewer highlighted in the map. Any defective pipe can be addressed during future CIPs. The goal is complete televising of all storm sewer located within rear or side yards of private property over the coming years. The televising the sanitary sewer services on 68th Street will determine if any of the services within the right-of-way need to be replaced as part of the reconstruction project.

ATTACHMENTS

1. Letter of Recommendation_2024 Televising Quote
2. Storm Sewer Televising Map
3. Resolution No. 2024-35 - Awarding the 2024 Televising Project



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

5/15/2024

City of Windsor Heights
1145 66th Street Suite 1
Windsor Heights, Iowa 50324

RE: 2024 Televising Project
Recommendation of Award
Project No.: A1311231

Dear Adam Plagge:

At 1:00 P.M on May 15, 2024, quotes were received for the 2024 Televising Project. The Engineer's Estimate for the for the total base bid was \$50,050. Two bids were received. All bidders were responsive, and quotes are summarized as follows:

Bidder	Total Base Bid	Total Base Bid + Alternates
Hydro-Klean, LLC	\$18,800.00	\$26,000.00
CIT Sewer Solutions	\$34,190.00	\$58,190.00

The base bid received from Hydro-Klean, LLC was 62.4% below the engineers' estimate, and was determined to be the lowest responsive, responsible bidder. Bolton & Menk, Inc. has reviewed the quote documents submitted and checked references on this bidder and was satisfied with the responses given.

Therefore, Bolton & Menk, Inc. recommends award of the 2024 Televising Project to Hydro-Klean, LLC for the total base bid plus alternates amount of \$26,000.00 (Twenty-Six Thousand Dollars and Zero Cents).

The quote tabulation is attached for your use.

Feel free to contact me should there be any questions related to this project.

Sincerely,

Justin Ernst
Project Manager
Bolton & Menk, Inc.

"H:\WINDSORH_CI_IA\A13113231_2024 Projects\2024 Storm Sewer Televising\Letter of Recommendation_2024 Televising Quote.docx"

TABULATION OF BIDS

2024 Televising Project
City of Windsor Heights
BMI Project No.: A1311231

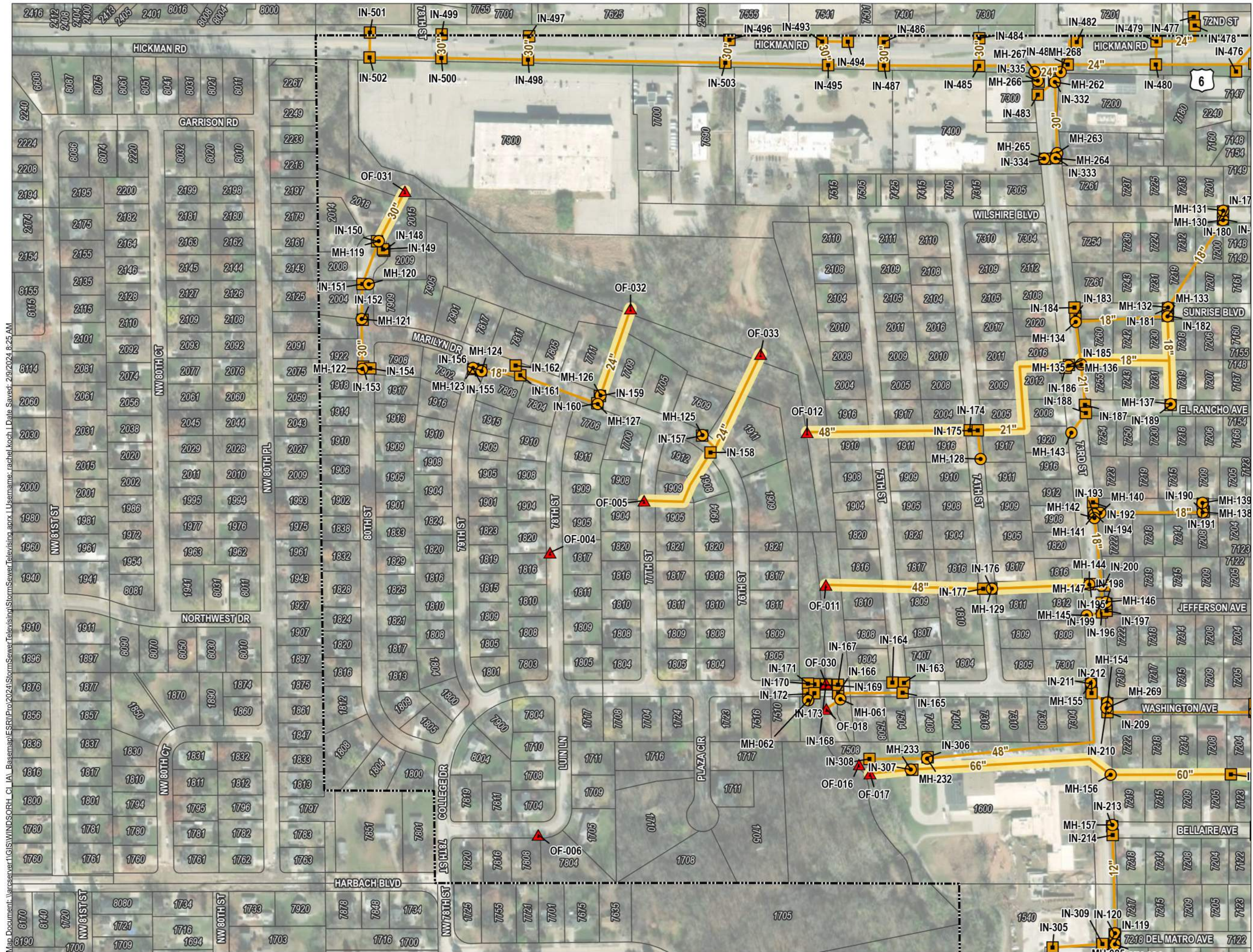


430 E Grand Avenue
Suite 101
Des Moines, IA 50309
(515) 259-9190

Bid Date: May 15, 2024 @ 1:00 PM

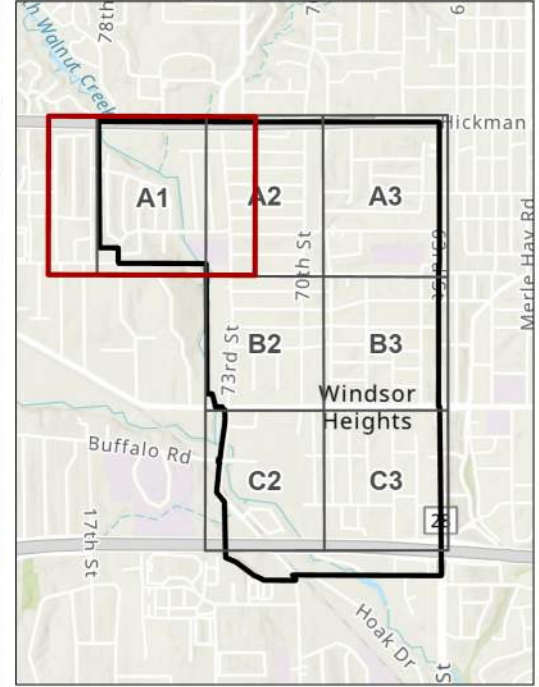
Item No. Description Unit Quantity				Engineer's Estimate Bolton & Menk, Inc.		Hydro-Lean, LLC Des Moines, IA		CIT Sewer Solutions Mc Callsburg, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEAN STORM SEWER	LF	200	\$5.00	\$1,000.00	\$10.00	\$2,000.00	\$2.20	\$440.00
2	TELEWISE & LOCATES STORM SEWER	LF	7,500	\$6.54	\$49,050.00	\$2.24	\$16,800.00	\$4.50	\$33,750.00
TOTAL BASE BID					\$50,050.00		\$18,800.00		\$34,190.00
ALTERNATE A									
A1	TELEWISE SANITARY SEWER SERVICE	EA	48	\$0.00	\$0.00	\$150.00	\$7,200.00	\$500.00	\$24,000.00
TOTAL ALTERNATE BID					\$0.00		\$7,200.00		\$24,000.00
TOTAL BASE BID + ALTERNATE					\$50,050.00		\$26,000.00		\$58,190.00

Map Document: \\arserv1\GIS\WINDSOR\H_C\IA\Basemap\ESRI\Pro\2024\StormSewerTelevise\StormSewerTelevise.aprx | User: rachel.koch | Date Saved: 2/9/2024 8:25 AM



Storm Sewer Televising

LOCATION MAP



Legend

- ▲ Storm Outfall
- Storm Manhole
- Storm Intake
- Storm Pipe
- Proposed Televising
- ▭ Parcels
- ▭ CityLimits
- HighwayShields_IA

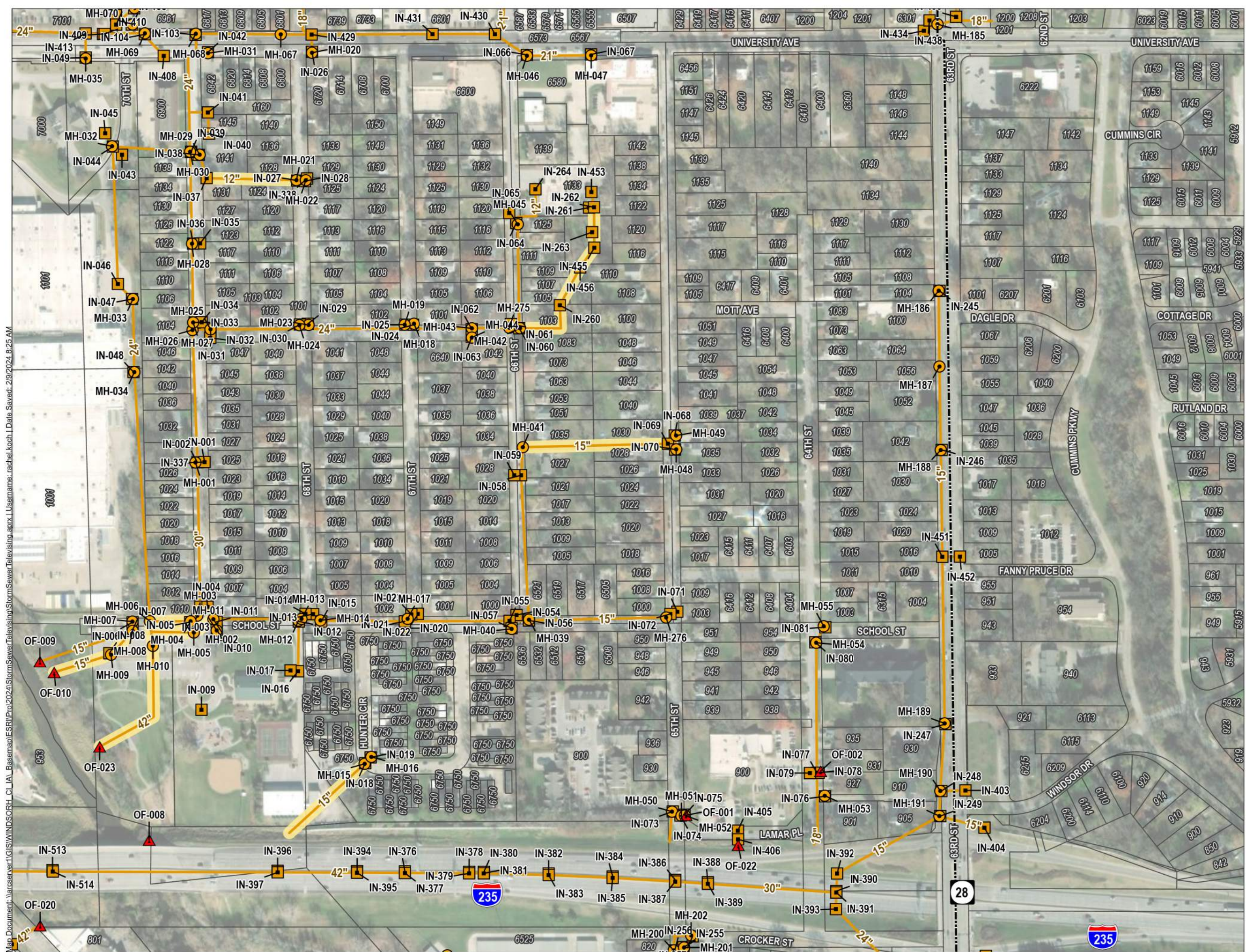


Source: City of Windsor Heights, Polk County, ESRI



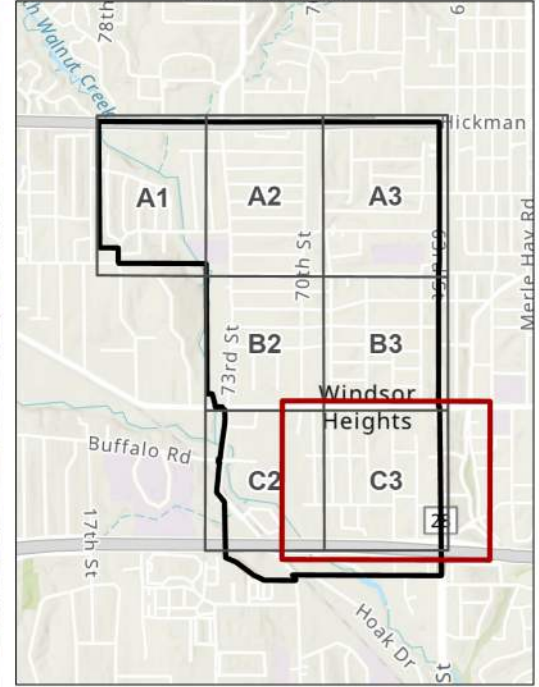
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Storm Sewer Televising

LOCATION MAP



Legend

- ▲ Storm Outfall
- Storm Manhole
- Storm Intake
- Storm Pipe
- Proposed Televising
- ▭ Parcels
- ▭ CityLimits
- HighwayShields_IA



Source: City of Windsor Heights, Polk County, ESRI



RESOLUTION NO. 2024-35

A RESOLUTION AWARDING THE 2024 TELEVISIONING PROJECT TO HYDRO-KLEAN, LLC

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 2024 Televising Project (Project No.: A1311231), hereafter referred to as “the project” is and;

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

1. The City Council, hereafter referred to as “the Council”, believes the project is in the best interest of the City of Windsor Heights, Iowa, and the residents thereof.
2. The Council has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting.
3. The Council hereby accepts the bid from Hydro-Klean, LLC. in the amount of \$26,000.00 (Twenty-Six Thousand Dollars and Zero Cents) and awards the associated contracts to the same.
4. The Council finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of the City of Windsor Heights and its citizens, all as provided for in and permitted by Chapter 364 of the Code of Iowa.
5. All other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the Council as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law.

NOW, THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Windsor Heights, Polk County, Iowa, that, after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance that the City Administrator of Windsor Heights, Polk County, Iowa or City Clerk of Windsor Heights, Polk County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the City Council of the City of Windsor Heights, Polk County, Iowa to execute the contracts in connection with the afore awarded project.

Passed and approved this 20th Day of May, 2024.

ATTEST:

Mike Jones, Mayor

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**
May 20, 2024

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Consideration of the 2nd 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. 24.04 Floodplain Management Chapter 185

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: May 6, 2024

2nd Reading:

3rd Reading:

Publish Date:

ATTEST:

(SEAL)

Mike Jones, Mayor

Adam Strait, City Clerk

EXHIBIT A

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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.



**STAFF REPORT
CITY COUNCIL**

May 20, 2024

TO: CITY COUNCIL

FROM:

SUBJECT: Consideration of the 3rd 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; and to Adopt and Publish

GENERAL INFORMATION

Since letters have gone out to property owners with sidewalk deficiencies, two property owners have responded. Both properties have indicated a desire to participate in the City bid of sidewalk repairs.

ATTACHMENTS

1. 24.03 Sidewalk Chapter 136

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: May 6, 2024

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.



**STAFF REPORT
CITY COUNCIL**
May 20, 2024

TO: CITY COUNCIL

FROM:

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

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
May 20, 2024

TO: CITY COUNCIL

FROM: Pete Roth

SUBJECT: Police Report

GENERAL INFORMATION

ATTACHMENTS

1. 2024 April Report

To: City Administrator Adam Plagge

From: Police Chief Pete Roth

Date: May 15, 2024

Re: Police Department April 2024 Monthly Report

Please find below the Police Department highlights.

Updates

Officer Daniel “Danny” Jacks began his employment with the Department on Monday, April 22, and has been excelling in his field training with Officer Nissen. Danny came to the WHPD as an officer already certified through the ILEA.

Officer Catherine Pleiness started her basic training at the ILEA on April 29. She is currently in Week 3 and is doing great.

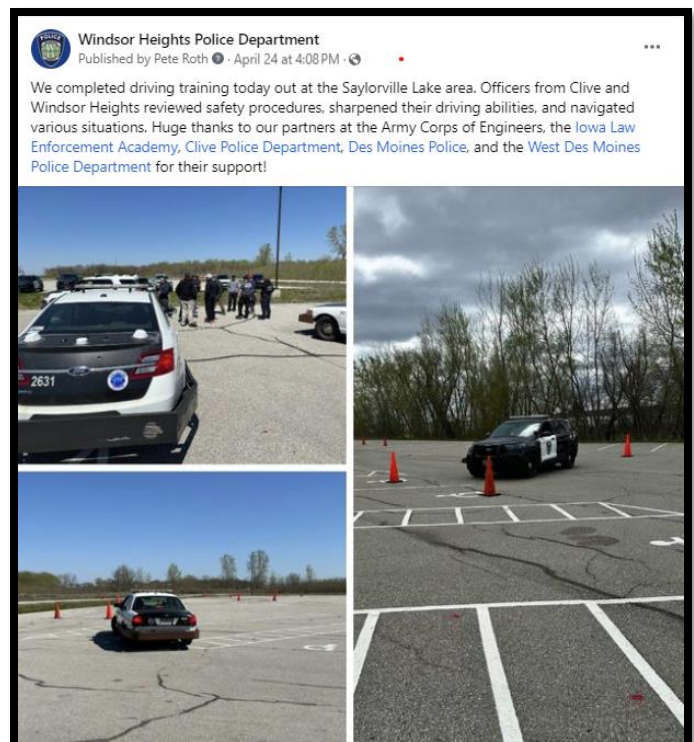
On Tuesday, April 20, Chief Roth attended the Public Safety Telecommunicators Advisory Training Board Meeting at the Iowa Law Enforcement Academy.

Training

It’s been several years since the Department was able to hold an in-service for ILEA-approved Precision Driving Training. All officers cycled through over two Wednesdays.

The Ankeny Police Evidence Manager worked with Officers Roetman and Davison on introductory methods for processing crime scenes in the Council Chambers. Thank you to the APD for the training!

On Wednesday, April 10, Chief Roth and Lieutenants Norris and Irlbeck participated in a virtual training coordinated by Waukee Police Chief McCluskey on behalf of the Iowa Police Chiefs Association (IPCA). The session highlighted investigative resources for smaller agencies detailing the various units of the Iowa DCI and how they can assist.



Incidents

Officers are investigating an ongoing fraud and theft incident that occurred at a local business on April 8th. The loss reported was in the thousands of dollars. A person has been identified and investigators will continue to work on the case.

On April 17, officers followed up on a complaint of possible narcotics activity occurring at a residence. After an initial investigation, officers were successful in locating drugs and other contraband. The DEA and MINE Task Force were called and assisted in the subsequent investigation. The efforts by all led to an arrest and a weapon being located.

Detectives continue to work with the Mid-States Organized Crime Information Center (MOCIC) and the FBI on a large-scale cryptocurrency scam that was reported to the Department. Tracing this money led to a person having over a reported \$25 million in transactions.

During the week of April 27, officers investigated a dispute at Sam's Club. An individual reportedly broke out the back window of an SUV with a skateboard. The person was later identified and charged in the incident.

During the week of April 29, Officers Davison and Roetman each received individual compliments from the public on separate incidents they handled. The reporting parties said the officers treated people on the calls with dignity, respect, thoughtfulness, and compassion. Nice work!

Statistics

