



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, August 19, 2024 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST
ZOOM: <https://us02web.zoom.us/j/7832856334>
Meeting ID: 783 285 6334

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

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approval of the Agenda**
3. **Public Hearing on the Disposal of Property to Developer Millang Properties, LLC, The Windsor LLC, and Jensfam LLC**
 - A. Consideration of Resolution No. 2024-51 - A Resolution (1) Authorizing The Disposal Of Real Property To Developer Millang Properties, L.L.C., The Windsor, L.L.C. And Jensfam, Llc, And (2) Authorizing The Mayor To Execute A Deed To Dispose Of Real Property
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 August 5, 2024
 - B. Approve Financial Reports
 - C. Approve Resolution No. 2024-54 - A Resolution Approving Fiscal Year 2025 Balance Transfer For The City Of Windsor Heights, Iowa
 - D. Approve CEC Solar Pay Request
 - E. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 3
 - F. Approve Letter of Agreement DART For 63rd and University Art Shelter
 - G. Approve Purchase of Cimline 150 Gallon Crack Sealer
 - H. Approve Purchase of Salt Shed Roof Package from Greenfield Contractors

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



- I. Approve Purchase of Police Department Hybrid Fleet Vehicle
 - J. Approve Resolution No. 2024-53 - A Resolution Authorizing the City of Windsor Heights Iowa to Submit Sites to the MPO for Electric Vehicle Charging Stations
 - K. Approve Resolution No. 2024-52 - A Resolution Approving Sarah Engquist's Committee Appointments
6. **Action Items:**
- A. Consideration to Authorize City Administrator to Execute Managed IT Service Provider Agreement With Iowa Solutions, Inc
 - B. Consideration of 74th St. Professional Services Agreement
 - C. Consideration of Wilshire Blvd Storm Sewer Professional Services Agreement
 - D. Consideration of the 2nd Reading of Ordinance No. 2024-06 - An Ordinance Amending Chapter 156, Revising Subsection 102.11.6 To Section 156.04, Of The Code Of Ordinances For The City Of Windsor Heights, With Regard To Enforcement Procedures For Rental Housing
7. **Reports:**
- A. Mayor, Council Reports and Committee Updates, and Administration Reports
 - i Public Works Street Patching Report
 - ii 73rd St. Reconstruction Staff Report And Discussion
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. Scan the QR Code to visit our online Agenda Center. Select the meeting date and view the agenda packet including supporting documents and staff reports.





STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Resolution No. 2024-51 - A Resolution (1) Authorizing The Disposal Of Real Property To Developer Millang Properties, L.L.C., The Windsor, L.L.C. And Jensfam, Llc, And (2) Authorizing The Mayor To Execute A Deed To Dispose Of Real Property

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2024-51 - Authorization of Disposal of Property
2. Resolution No. 2024-51 - Exhibit D-2
3. The Windsor Concept Park and Trail Sketch

RESOLUTION NO. 2024-51

A RESOLUTION (1) AUTHORIZING THE DISPOSAL OF REAL PROPERTY TO DEVELOPER MILLANG PROPERTIES, L.L.C., THE WINDSOR, L.L.C. AND JENSFAM, LLC, AND (2) AUTHORIZING THE MAYOR TO EXECUTE A DEED TO DISPOSE OF REAL PROPERTY

WHEREAS, The City of Windsor Heights, Iowa currently owns property, legally described as set forth in the attached Exhibit D-2 (The "Property"); and

WHEREAS, the Developer (Millang Properties, L.L.C., The Windsor, L.L.C. and Jensfam, LLC) has undertaken a blight alleviation and economic development project on land adjacent to the Property consisting of the construction of a new apartment building (the "Project") including at least ninety (90) apartment units; and

WHEREAS, as part of the Development Agreement, the Developer agreed to transfer to the City certain property in exchange for the City transferring to the Developer the Property in order to assist in the design and functionality of the Project; and

WHEREAS, in order to establish reasonably competitive bidding procedures for the disposition of the Property in accordance with the statutory requirements of Chapter 403, Code of Iowa, and particularly section 403.8, and to assure that the City extended a full and fair opportunity to all developers interested in submitting a proposal, the City Council approved Resolution No. 2024-50 on July 1, 2024, directing publication of a notice to advise any would-be competitors of the opportunity to compete for the sale and purchase of the Property on the terms and conditions set forth in such Resolution; and

WHEREAS, Resolution No. 2024-50 was published in accordance with Iowa Code Chapter 403; and

WHEREAS, the City received no other proposals for the purchase of the Property; and

WHEREAS, a public hearing on the proposed vacation and conveyance was held on August 19, 2024; and

WHEREAS, the City Council found and determined that it has no use for the Property, that its maintenance at public expenses is no longer justified, that the disposal will have no significant impact on public access, and the City will not be inconvenienced by the vacation and conveyance of said Property; and

WHEREAS, it is determined to be in the best interest of the City of Windsor Heights to dispose of the Property to Millang Properties, L.L.C., The Windsor, L.L.C. and Jensfam, LLC in accordance with the Parties' Development Agreement.

NOW, THEREFORE, be it resolved by the City Council of Windsor Heights, Iowa:

1. The City of Windsor Heights, Iowa, hereby vacates and conveys all rights, title, and interest in and to the Property.
2. The City Administrator is authorized and directed to schedule a closing with the Developer in accordance with Section C of the Development Agreement, to occur on or before January 1, 2025.
3. The Mayor is authorized and directed to sign the deed for the conveyance, and the City Clerk is authorized and directed to attest to the Mayor's signature.
4. Upon formal closing of the transaction in accordance with Section C of the Development Agreement, the City Clerk is authorized to forward the original of the deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Polk County Recorder's Office for the purpose of causing these documents to be recorded.
5. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

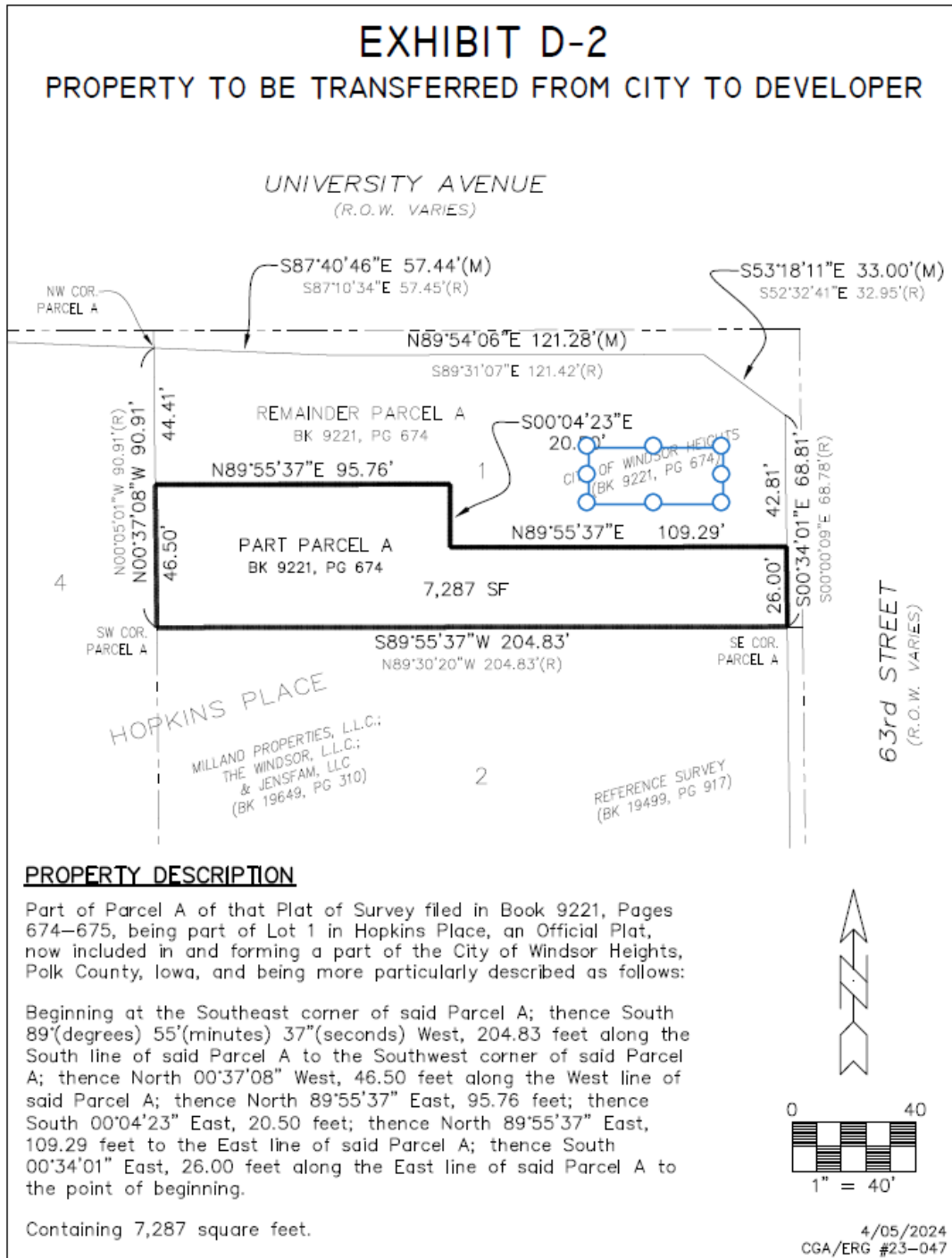
PASSED AND APPROVED this 19th day of August, 2024.

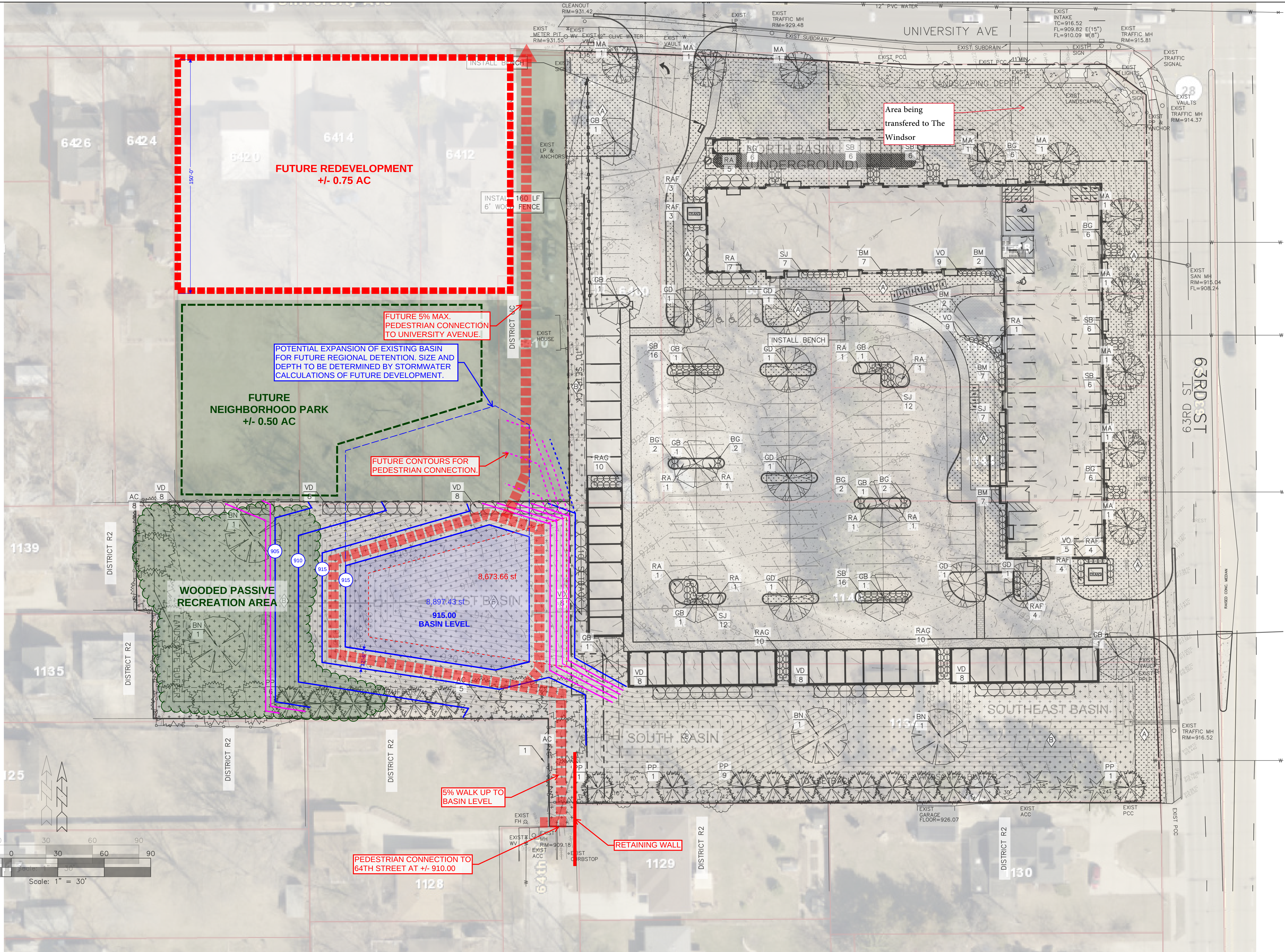
Mike Jones, Mayor

Attest:

Adam Strait, City Clerk

EXHIBIT D-2
PROPERTY TO BE TRANSFERRED FROM CITY TO DEVELOPER





City of Windsor Heights Regular Business Meeting Minutes
Monday, August 5, 2024 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST

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

Mayor Pro Tem Susan Skeries called the meeting to order at 6:02 PM. Present: Susan Skeries, Joseph Jones, Michael Libbie, Lauren Campbell, Threase Harms (via Zoom). Absent: Mayor Mike Jones. Staff present: City Administrator Adam Plagge, Police Chief Pete Roth, Public Works Director Jason Roberts, Public Works Supervisor Andy Larson, Deputy City Clerk Nate Leuthold, and City Planner Justin Ernst with Bolton & Menk

2. **Approval of the Agenda**

Motion by Michael Libbie to APPROVE. Seconded by Joseph Jones. 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.

Julie Ehrhardt at 1029 68th St spoke regarding code enforcement and thanked Nate Leuthold for meeting with her this week. Asked for an update on the 68th St. Reconstruction Project. Justin Ernst advised that the sidewalk is recommended to be installed on the west side.

Mark Ahrends at 6401 Franklin Ave spoke thanking Jason and the Public Works team for all their work on storm debris removal.

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

Motion by Michael Libbie to remove section I from the agenda and approve. Seconded by Joseph Jones. Motion passed 5-0.

A. Approve Minutes of the Regular Council Meeting on July 1, 2024

B. Approve Financial Reports

C. Approve Liquor License - Hy-Vee Market Cafe - 7101 University Ave

D. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Change Order 2

E. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 2

F. Approve 2023 Colby Park Improvements Pay Request 6

G. Approve 2023 Colby Park Improvements Pay Request 7

H. Approve Public Works Purchase of Air Compressor

I. Approve Purchase Of Salt Shed Roof

5. **Action Items:**

A. Consideration of Awarding Salt Shed Improvements Project to JC Midwest

Services, LLC, for the total base bid amount of \$106,220.62 (One Hundred Six Thousand, Two-Hundred Twenty Dollars and Sixty-Two Cents)

Andy Larson gave a staff report. Motion by Joseph Jones to APPROVE.

Seconded by Michael Libbie. Motion passed 5-0.

B. Consideration of Forest Court Mill And Overlay Design Contract

Adam Plagge and Justin Ernst presented the staff report. Motion by Joseph Jones to APPROVE. Seconded by Michael Libbie. Motion passed 5-0.

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

Adam Plagge and Erin Clanton presented the staff report. Motion by Joseph Jones to approve. Seconded by Michael Libbie. Threase Harms spoke regarding concerns with approval and asked Chief Roth for some more information regarding compliance checks. Chief Roth advised that the City conducts two per year. Threase stated that failing both checks in one year is not ideal and suggested conducting additional checks City-wide. Motion passed 4-1. Yes: Susan Skeries, Joseph Jones, Michael Libbie, Lauren Campbell. No: Threase Harms.

D. Discussion of Wellmark Set the Pace Challenge Grant

Adam Plagge and Justin Ernst presented options for use of the Wellmark Set the Pace Challenge Grant that the City received. Susan Skeries spoke favorably of trail repairs with support from Lauren Campbell and Threase Harms. Justin advised that the City may want to match the grant to get vendors interested. Adam advised staff would circle up and look into trail options.

E. Discussion of Temporary Sign Ordinances

Adam Plagge presented the staff report. Susan Skeries spoke regarding the hurdles the temporary permit application presented. Threase also spoke regarding signs and permitting as well as in favor of setting a flat fee instead of having it be variable pricing based on size. Staffing will look into cleaning up the sign ordinance to make signs affordable and accessible for businesses to use temporary signs as part of the current code review project.

F. Consideration of the 1st Reading of Ordinance No. 2024-06 - An Ordinance Amending Chapter 156, Revising Subsection 102.11.6 To Section 156.04, Of The Code Of Ordinances For The City Of Windsor Heights, With Regard To Enforcement Procedures For Rental Housing

Adam Plagge presented the staff report. Motion by Joseph Jones to APPROVE. Seconded by Michael Libbie. Susan Skeries asked which department was responsible for inspections and monitoring rental sites. Adam advised the Fire Department would monitor. Motion passed 5-0.

G. Consideration of the 3rd Reading of Ordinance No. 2024-05 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, By Adding Chapter 182, Vacant Property Registration; and to Adopt and Publish

Motion by Michael Libbie to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

H. Consideration of City Administrator Evaluation Process

Adam Plagge presented the Mayor's request. Threase Harms offered to collect the evaluations for the closed session. Council agreed.

6. **Reports:**

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

Threase Harms plans to attend MAC next Tuesday and has received lots of calls from constituents regarding 73rd St reconstruction and clean-up. Lauren Campbell attended the Public Safety Committee Meeting, the Reimagine DART meeting, and thanked Jason Roberts and staff in general for all their work on the storm debris cleanup.

Michael Libbie will attend the ICON Water Trails meeting on 8/6, promoted Nights in the Heights featuring Burning Sensations tomorrow, and mentioned that lots of homes still had debris from the last storm.

Joseph Jones will attend the Reimagine DART meeting tomorrow.

Susan Skeries attended a Public works meeting on 7/10, the 5th anniversary ribbon cutting for Dinner Dispatch on 7/16, a Metro Waste Meeting regarding storms and debris on 7/17, a special events committee meeting 7/19 focused on Fall Fest, an Urbandale Connectors meeting on 7/23, the AM exchange with the Chamber on 7/30, the Movies in the Park: ET on 8/2. She plans to attend another Metro Waste meeting on 8/7, the ribbon cutting for Silverstar Carwash on 8/8, the breakfast event at the Iowa State Fair on 8/12, and August's Special Events Committee meeting on 8/16.

i Mayor's Report

ii Police Chief Report

iii Fire Chief Report

iv Q2 Code Enforcement Report

7. **Closed Session** Per Iowa Code §21.51(j): to Discuss the Purchase of Particular Real Estate Only Where Premature Disclosure Could be Reasonably Expected to Increase the Price the Governmental Body Would have to Pay for that Property. The Minutes and Tape Recording of a Session Closed Under this Paragraph Shall be Available for Public Examination when the Transaction Discussed is Completed

Motion by Michael Libbie to enter closed session at 7:09 PM. Seconded by Joseph Jones. Motion passed 5-0. Motion by Joseph Jones at 7:32 PM to exit closed session. Seconded by Michael Libbie. Motion passed 5-0.

8. **Closed Session** Per Iowa Code §21.51(j): to Discuss the Purchase of Particular Real Estate Only Where Premature Disclosure Could be Reasonably Expected to Increase the Price the Governmental Body Would have to Pay for that Property. The Minutes and Tape Recording of a Session Closed Under this Paragraph Shall be Available for Public Examination when the Transaction Discussed is Completed

Motion by Michael Libbie to enter closed session at 7:33 PM. Seconded by Joseph Jones. Motion passed 5-0. Motion by Michael Libbie to exit closed session at 7:36 PM. Seconded by Joseph Jones. Motion passed 5-0.

9. **Adjourn**

Motion by Lauren Campbell to ADJOURN at 7:47 PM. Seconded by Threase Harms. Motion passed 5-0.

Mike Jones, Mayor

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**
August 19, 2024

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

GENERAL INFORMATION

ATTACHMENTS

1. Revenue Report
2. Balance Sheet
3. Claims Report
4. Budget Report

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,722,417.00	148,472.50	148,472.50	3.14	4,573,944.50
	ROAD USE TAX TOTAL	780,000.00	59,891.14	59,891.14	7.68	720,108.86
	EMPLOYEE BENEFITS TOTAL	511,306.00	3,196.84	3,196.84	.63	508,109.16
	POLICE PENSION TOTAL	.00	.00	.00	.00	.00
	POLICE TRUST TOTAL	10,200.00	33.74	33.74	.33	10,166.26
	POLICE PREFORFEITURE TOTAL	1,015.00	2.08	2.08	.20	1,012.92
	EMERGENCY FUND TOTAL	.00	.00	.00	.00	.00
	LOCAL OPTION SALES TAX TOTAL	1,440,000.00	127,134.70	127,134.70	8.83	1,312,865.30
	TAX INCREMENT FINANCING TOTAL	2,317,282.00	1,538.86	1,538.86	.07	2,315,743.14
	URBAN RENEWAL TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	3,130,750.00	4,246.63	4,246.63	.14	3,126,503.37
	SIDEWALK PROGRAM TOTAL	.00	.00	.00	.00	.00
	COLBY PARK TOTAL	335,400.00	.00	.00	.00	335,400.00
	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 7/2024, FISCAL 1/2025**PCT OF FISCAL YTD 8.3%**

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
	CEC SOLAR PROJECT TOTAL	.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	2,382,300.00	.00	.00	.00	2,382,300.00
	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	3,760,000.00	.00	.00	.00	3,760,000.00
	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

REVENUE REPORT
CALENDAR 7/2024, FISCAL 1/2025

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	FLOOD MITIGATION TOTAL	.00	.00	.00	.00	.00
	AMERICAN RESCUE PLAN ACT TOTA	.00	.00	.00	.00	.00
	FUTURE STREET PROJECTS TOTAL	977,400.00	.00	.00	.00	977,400.00
	CAPITAL EQUIPMENT FUND TOTAL	385,500.00	3,150.70	3,150.70	.82	382,349.30
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	.00	.00	.00	.00	.00
	LANDFILL/GARBAGE TOTAL	358,000.00	15,083.30	15,083.30	4.21	342,916.70
	STORM WATER TOTAL	625,600.00	20,617.01	20,617.01	3.30	604,982.99
	INTERNAL SERVICE FUND TOTAL	.00	.00	.00	.00	.00
	REVOLVING FUND TOTAL	.00	.00	.00	.00	.00
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		21,737,170.00	383,367.50	383,367.50	1.76	21,353,802.50
		=====	=====	=====	=====	=====

BALANCE SHEET

CALENDAR 7/2024, FISCAL 1/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	221,842.74-	22,212.67
110-000-1110	CASH - RUT	3,252.51	131,885.70
112-000-1110	CASH - EMP BENEFIT FUND	78,672.03-	56,086.03-
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	127,134.70	1,709,104.83
125-000-1110	CASH - TIF	1,538.86	1,226,680.96
145-000-1110	CASH - URBAN RENEWAL FUNDS	.00	80,387.92
200-000-1110	CASH - DEBT SERVICE	3,946.63	31,710.08
302-000-1110	CASH - SIDEWALK PROGRAM	.00	47,995.00
303-000-1110	CASH - COLBY PARK	328,350.67-	139,918.57
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	4,793.50-	7,901.50-
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	.00
318-000-1110	CASH - CEC SOLAR PROJECT	2,550.00-	12,000.00-
319-000-1110	CASH - 2020 STREET PROJECTS	.00	.00
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	44,517.16-	724,409.10
323-000-1110	CASH - 68TH STREET NORTH	33,724.95-	234,580.06
324-000-1110	CASH - 2023 HMA OVERLAY	.00	.00
325-000-1110	CASH - 2023 PCC PATCHING PROJ	.00	.00
326-000-1110	CASH - 68TH ST SOUTH	17,843.00-	197,132.00
327-000-1110	CASH - SALT SHED	10,669.00-	213,170.00
329-000-1110	CASH - PUBLIC SAFETY PARKING L	.00	.00
333-000-1110	CASH - DOG PARK UPDATES	.00	.00
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	99,118.97
350-000-1110	CASH - EQUIP REVOLVE FUND	.00	2,915.68
350-000-1180	CASH - EQUIP REVOLVE - POLICE	25,555.73-	177,821.53-
350-000-1181	CASH - EQUIP REVOLVE - FIRE/EM	.00	105,021.88
350-000-1182	CASH - EQUIP REV - NOT USED	.00	.00
350-000-1183	CASH - EQUIP REV - PUBLIC WORK	.00	17,241.00
350-000-1185	CASH - EQUIP REVOLVE - PARKS	.00	.00
350-000-1186	CASH - EQUIP REVOLVE - CEC	3,150.70	113,458.99
350-000-1187	CASH - EQUIP REVOLVE - IT DEPT	.00	40,047.54
600-000-1110	CASH - WATER	.00	103,254.44-
610-000-1110	CASH - SEWER	96.81-	2,108.72
670-000-1110	CASH - LANDFILL/GARBAGE	24,946.31-	152,389.71
740-000-1110	CASH - STORM WATER	15,236.16	358,978.58
805-000-1110	CASH - INTERNAL SERVICE FUND	.00	.00
810-000-1110	CASH - REVOLVING FUND	.00	.00
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BALANCE SHEET

CALENDAR 7/2024, FISCAL 1/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	CASH TOTAL	639,302.34-	5,279,647.56
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	.00	2,333,342.55
110-000-1150	IPAIT - RUT	.00	891,799.53
112-000-1150	IPAIT - EMPLOYEE BENEFITS	.00	749,477.50
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	.00
319-000-1150	IPAIT - 2020 STREET PROJECTS	.00	.00
322-000-1150	IPAIT - 73RD STREET	.00	394,157.83
323-000-1150	IPAIT - 68TH STREET NORTH	.00	7,866.63
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	291,907.59
350-000-1150	IPAIT - EQUIP REVOLVING	.00	1,003,933.32
670-000-1150	IPAIT - LANDFILL/GARBAGE	.00	193,755.19
740-000-1150	IPAIT - STORM WATER	.00	1,503,000.51
	IPAIT TOTAL	.00	9,897,247.18
001-000-1151	IPAIT GENERAL 201	.00	7,288,211.87
	IPAIT GENERAL 201 TOTAL	.00	7,288,211.87
001-000-1160	SAVINGS - 680-5592 - GENERAL	.00	.00
001-000-1161	SAVINGS - KWHB	3.04	3,072.51
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	33.74	74,879.34
115-000-1160	SAVINGS - PREF/DEA	2.08	3,909.41
	SAVINGS TOTAL	38.86	81,861.26
001-000-1170	CD 082009 - KWHB	.00	11,643.05

BALANCE SHEET
CALENDAR 7/2024, FISCAL 1/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
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
		=====	=====
	TOTAL CASH	639,263.48-	22,667,012.42
		=====	=====

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ABSOLUTE AUTO REPAIR	TRUCK #2 REPAIRS		295.61	57176	8/02/24
AIRGAS	OXYGEN		7.20	57177	8/02/24
AMAZON CAPITAL SERVICES	SUPPLIES		120.80	57178	8/02/24
ARNOLD MOTOR SUPPLY	SUPPLIES		196.24	57179	8/02/24
AUREON IT	OFFICE 365		1,755.00	57180	8/02/24
BAKER ELECTRIC INC.	UTILITY LOCATES		6,656.99	57181	8/02/24
BOOT BARN INC	CLOTHING ALLOWANCE		399.45	57182	8/02/24
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES		2,362.13	57183	8/02/24
BULLZEYE, INC	JULY PSB CLEANING		2,337.98	57184	8/02/24
CAPITAL ONE TRADE CREDIT	EQUIPMENT		219.95	57185	8/02/24
CATCH DES MOINES	JULY HOTEL/MOTEL TAX		1,537.14	57186	8/02/24
CINTAS	FIRST AID CABINET CHECK		60.76	57187	8/02/24
CITY OF URBANDALE	CROSSING GUARD		860.55	57188	8/02/24
CLEARFLY	CELL PHONES		184.69	5087	8/02/24
CLIA LABORATORY PROGRAM	REVISED FIELD TESTING CERT		95.00	57189	8/02/24
CLIVE POWER EQUIP.	EQUIPMENT		386.78	57190	8/02/24
CONCRETE SUPPLY INC.	74TH ST PROJECT		1,715.00	57191	8/02/24
CONSTRUCTION MATERIALS TESTING	73RD ST		375.00	57192	8/02/24
CRYSTAL CLEAR WATER CO.	WATER		9.99	57193	8/02/24
D & K PRODUCTS	MULCH		70.00	57194	8/02/24
DART	TRANSIT AUTHORITY PAYMENT		12,334.00	57195	8/02/24
DIAMOND OIL CO.	FUEL		656.44	57196	8/02/24
DIAMOND VOGEL, INC	PAINT/SUPPLIES		738.17	57197	8/02/24
DINGES FIRE COMPANY	TURNOUT GEAR		7,350.00	57198	8/02/24
DM BUSINESS SERVICES LLC	TECH SERVICES		3,800.00	57199	8/02/24
EILEENS COOKIES	AUG MOVIES IN THE PARK		135.00	57200	8/02/24
FEDERAL TAX DEPOSIT	FED/FICA TAX		30,886.26	5115	8/14/24
O'DONNELL ACE HICKMAN	CLOTHING ALLOWANCE		15.92	57201	8/02/24
HOME DEPOT CREDIT SERVICES	EQUIPMENT		554.84	57202	8/02/24
ICMA RETIREMENT TRUST	ICMA	1,954.89		5088	8/02/24
ICMA RETIREMENT TRUST	ICMA	755.44	2,710.33	5114	8/14/24
IMWCA			5,255.00	57203	8/02/24
DEPT OF HUMAN SERVICES	AUGUST STATE SHARE		2,817.57	57225	8/05/24
IOWA ONE CALL	LINE LOCATES		218.10	57205	8/02/24
IPERS	HEALTH PRETAX		32.50	5113	8/14/24
ISOLVED BENEFIT SERVICES	HSA FEES	54.60		5089	8/02/24
ISOLVED BENEFIT SERVICES	FLEX - BENEFITS	1,810.00	1,864.60	5116	8/14/24
JC MIDWEST SERVICES LLC	SALT SHED DEMO		36,500.00	57206	8/02/24
LOGAN CONTRACTORS SUPPLY	SUPPLIES		108.10	57207	8/02/24
LOWE'S	SUPPLIES		104.97	57208	8/02/24
METRO WASTE AUTHORITY	GARBAGE FEES		31,722.42	57209	8/02/24
MID IOWA PLANNING ALLIANCE	FY25 DUES		788.00	57210	8/02/24
MIDAMERICAN ENERGY	7001 UNIV AVE	26.93		5091	8/02/24
MIDAMERICAN ENERGY	6300 UNIV AVE	30.51		5092	8/02/24
MIDAMERICAN ENERGY	7116 UNIV AVE	26.13		5093	8/02/24
MIDAMERICAN ENERGY	6800 SCHOOL ST	247.02		5094	8/02/24
MIDAMERICAN ENERGY	6800 SCHOOL ST	30.07		5095	8/02/24
MIDAMERICAN ENERGY	1133 66TH ST	971.05		5096	8/02/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	20.97		5097	8/02/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	1,124.11		5098	8/02/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	22.30		5099	8/02/24
MIDAMERICAN ENERGY	1145 66TH ST	250.52		5100	8/02/24
MIDAMERICAN ENERGY	1601 73RD ST	14.53		5101	8/02/24
MIDAMERICAN ENERGY	951 73RD ST	20.01		5102	8/02/24

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MIDAMERICAN ENERGY	1140 73RD ST	28.72		5103	8/02/24
MIDAMERICAN ENERGY	6739 UNIV AVE	105.07		5104	8/02/24
MIDAMERICAN ENERGY	2227 63RD ST	27.15		5105	8/02/24
MIDAMERICAN ENERGY	6440 HICKMAN RD	64.99		5106	8/02/24
MIDAMERICAN ENERGY	1443 73RD ST	10.00		5107	8/02/24
MIDAMERICAN ENERGY	1804 73RD ST	10.00		5108	8/02/24
MIDAMERICAN ENERGY	6410 HICKMAN RD	28.28		5109	8/02/24
MIDAMERICAN ENERGY	7290 UNIV AVE	27.71		5110	8/02/24
MIDAMERICAN ENERGY	6540 UNIV AVE	143.68		5111	8/02/24
MIDAMERICAN ENERGY	STREET LIGHTS	3,206.04	6,435.79	5112	8/02/24
O'REILLY AUTO PARTS	WIPER BLADES		9.00	57211	8/02/24
POOLE, JAMES B.	MED DIRECTOR CSA RENEWAL		47.00	57212	8/02/24
PREMIER AUTOMOTIVE	C500 OIL CHANGE		42.75	57213	8/02/24
QPS EMPLOYMENT GROUP	FLEMING 7/27/24		975.30	57214	8/02/24
QUALITY PEST CONTROL, INC	PEST CONTROL		88.00	57215	8/02/24
RANGEMASTERS TRAINING CTR	CLOTHING ALLOWANCE		299.20	57216	8/02/24
SAFE BUILDING COMPLIANCE	BUILDING INSPECTIONS		6,446.75	57217	8/02/24
SOPER AUTOMOTIVE REPAIR	JULY STORM CLEANUP - FUEL		230.21	57218	8/02/24
STANDARD INSURANCE COMPANY	LIFE/LTD/STD		2,835.69	57219	8/02/24
STAPLES	SUPPLIES		439.26	57220	8/02/24
VAN WALL EQUIPMENT	SUPPLIES		439.42	57221	8/02/24
VERIZON WIRELESS	PW IPADS		1,774.14	5090	8/02/24
CAPITAL ONE	EMPLOYEE TRAINING		354.72	57222	8/02/24
WRIGHT OUTDOOR SOLUTIONS	TREE INSPECTION 1916 74TH ST		200.00	57223	8/02/24
ZWC CONDOMINIUM ASSOC	PEST CONTROL/INSURANCE		1,392.50	57224	8/02/24
Accounts Payable Total			180,248.21		

Payroll Checks

001	GENERAL	69,302.37
110	ROAD USE TAX	11,860.40
670	LANDFILL/GARBAGE	158.95
740	STORM WATER	1,549.88
Total Paid On: 8/02/24		82,871.60
Total Payroll Paid		82,871.60
Report Total		263,119.81

**CLAIMS REPORT
CLAIMS FUND SUMMARY****Payroll Checks: 8/01/2024- 8/14/2024**

FUND	NAME	AMOUNT
001	GENERAL	148,229.46
110	ROAD USE TAX	33,339.27
112	EMPLOYEE BENEFITS	10,073.91
303	COLBY PARK	171.25
322	73RD STREET PROJECT	203.75
327	SALT SHED PROJECT	27,220.00
610	SEWER	149.06
670	LANDFILL/GARBAGE	41,439.34
740	STORM WATER	2,293.77

	TOTAL FUNDS	263,119.81

BUDGET REPORT

CALENDAR 7/2024, FISCAL 1/2025

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	2,626,800.00	196,024.27	196,024.27	7.46	2,430,775.73
	EMERGENCY MANAGEMENT TOTAL	10,700.00	7,151.09	7,151.09	66.83	3,548.91
	FIRE TOTAL	460,873.00	29,057.64	29,057.64	6.30	431,815.36
	AMBULANCE TOTAL	928,838.00	60,190.51	60,190.51	6.48	868,647.49
	BUILDING INSPECTIONS TOTAL	100,000.00	5,017.34	5,017.34	5.02	94,982.66
	ANIMAL CONTROL TOTAL	5,500.00	.00	.00	.00	5,500.00
		-----	-----	-----	-----	-----
	PUBLIC SAFETY TOTAL	4,132,711.00	297,440.85	297,440.85	7.20	3,835,270.15
	ROADS, BRIDGES, SIDEWALKS TOTA	791,160.00	61,607.07	61,607.07	7.79	729,552.93
	STREET LIGHTING TOTAL	55,000.00	3,697.52	3,697.52	6.72	51,302.48
	TRAFFIC CONTROL & SAFETY TOTAL	.00	.00	.00	.00	.00
	SNOW REMOVAL TOTAL	180,504.00	6,664.98	6,664.98	3.69	173,839.02
	OTHER PUBLIC WORKS TOTAL	29,400.00	851.15	851.15	2.90	28,548.85
		-----	-----	-----	-----	-----
	PUBLIC WORKS TOTAL	1,056,064.00	72,820.72	72,820.72	6.90	983,243.28
	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	67,600.00	.00	.00	.00	67,600.00
	PARKS TOTAL	187,233.00	9,669.88	9,669.88	5.16	177,563.12
	COMMUNITY CTR/ZOO/MARINA TOTA	27,450.00	2,500.00	2,500.00	9.11	24,950.00
	SPECIAL EVENTS TOTAL	50,000.00	15,000.00	15,000.00	30.00	35,000.00
	COMMUNITY CENTER TOTAL	172,567.00	6,157.84	6,157.84	3.57	166,409.16
		-----	-----	-----	-----	-----
	CULTURE & RECREATION TOTAL	504,850.00	33,327.72	33,327.72	6.60	471,522.28
	COMMUNITY BEAUTIFICATION TOTA	.00	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOTAL	275,337.00	1,982.10	1,982.10	.72	273,354.90
	HOUSING & URBAN RENEWAL TOTAL	52,290.00	.00	.00	.00	52,290.00
		-----	-----	-----	-----	-----
	COMMUNITY & ECONOMIC DEV TOTA	327,627.00	1,982.10	1,982.10	.60	325,644.90
	MAYOR/COUNCIL TOTAL	91,100.00	3,534.63	3,534.63	3.88	87,565.37
	IT DEPARTMENT TOTAL	72,300.00	3,779.76	3,779.76	5.23	68,520.24
	CLERK/TREASURER/ADM TOTAL	837,633.00	93,755.67	93,755.67	11.19	743,877.33
	ELECTIONS TOTAL	1,500.00	.00	.00	.00	1,500.00
	LEGAL SERVICES/ATTORNEY TOTAL	50,000.00	3,393.75	3,393.75	6.79	46,606.25
	OTHER GENERAL GOVERNMENT TOTA	15,000.00	.00	.00	.00	15,000.00
		-----	-----	-----	-----	-----
	GENERAL GOVERNMENT TOTAL	1,067,533.00	104,463.81	104,463.81	9.79	963,069.19

BUDGET REPORT

CALENDAR 7/2024, FISCAL 1/2025

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROADS, BRIDGES, SIDEWALKS TOTA	1,701,483.00	300.00	300.00	.02	1,701,183.00
	PARKS TOTAL	.00	.00	.00	.00	.00
	HOUSING & URBAN RENEWAL TOTAL	409,061.00	.00	.00	.00	409,061.00
		-----	-----	-----	-----	-----
	DEBT SERVICE TOTAL	2,110,544.00	300.00	300.00	.01	2,110,244.00
	POLICE TOTAL	361,000.00	25,555.73	25,555.73	7.08	335,444.27
	FIRE TOTAL	7,500.00	.00	.00	.00	7,500.00
	AMBULANCE TOTAL	.00	.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALKS TOTA	15,722,130.00	111,547.61	111,547.61	.71	15,610,582.39
	PARKS TOTAL	4,190,000.00	328,350.67	328,350.67	7.84	3,861,649.33
	COMMUNITY CENTER TOTAL	148,000.00	2,550.00	2,550.00	1.72	145,450.00
	IT DEPARTMENT TOTAL	17,000.00	.00	.00	.00	17,000.00
	CAPITAL PROJECTS TOTAL	.00	.00	.00	.00	.00
		-----	-----	-----	-----	-----
	CAPITAL PROJECTS TOTAL	20,445,630.00	468,004.01	468,004.01	2.29	19,977,625.99
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	31,650.00	96.81	96.81	.31	31,553.19
	LANDFILL/GARBAGE TOTAL	395,902.00	40,029.61	40,029.61	10.11	355,872.39
	STORM WATER TOTAL	332,470.00	5,380.85	5,380.85	1.62	327,089.15
		-----	-----	-----	-----	-----
	ENTERPRISE FUNDS TOTAL	760,022.00	45,507.27	45,507.27	5.99	714,514.73
	TRANSFERS IN/OUT TOTAL	2,480,526.00	.00	.00	.00	2,480,526.00
		-----	-----	-----	-----	-----
	TRANSFER OUT TOTAL	2,480,526.00	.00	.00	.00	2,480,526.00
		=====	=====	=====	=====	=====
	TOTAL EXPENSES	32,885,507.00	1,023,846.48	1,023,846.48	3.11	31,861,660.52
		=====	=====	=====	=====	=====



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director

SUBJECT: Approve Resolution No. 2024-54 - A Resolution Approving Fiscal Year 2025
Balance Transfer For The City Of Windsor Heights, Iowa

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2024-54 Balance Transfer

Resolution No. 2024-54

**A RESOLUTION APPROVING FISCAL YEAR 2025
BALANCE TRANSFER FOR THE CITY OF WINDSOR HEIGHTS, IOWA**

WHEREAS, the Windsor Heights City Council approves transfers as needed for budget balancing purposes; and

WHEREAS, on April 1, 2024, Council approved the purchase of Patrol Rifles, which were purchased and paid for out of the Capital Equipment Fund on July 23, 2024. Funds in the amount of \$25,555.73 need to be to be transferred from the Police Grant Trust Bank Account (Bank #7) and moved to the Capital Equipment Fund – Police Equipment to reimburse this purchase: and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Windsor Heights, Iowa, that the transfer outlined below is hereby approved with an effective date of 8/19/2024 and the Finance Director is authorized to make the transfer in accord with this resolution.

From: Police Grant Trust Bank Account (Bank #7)
To: Capital Equipment Fund – Police Equipment
Amount: \$25,555.73

Passed and approved this 19th day of August 2024

Mike Jones, Mayor

Attest: _____
Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve CEC Solar Pay Request

GENERAL INFORMATION

KED Bluestone is the City's electrical engineer for this project and recommends approval of this initial payment per the contract.

ATTACHMENTS

1. G702-1992 - Invoice 1
2. G703-1992 - Invoice 1

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
City of Windsor Heights	Windsor Heights CEC Solar	PERIOD TO:	OWNER ☒
		CONTRACT FOR:	ARCHITECT ☐
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR ☐
1 Source Solar	KEDbluestone Engineering	PROJECT NOS:	FIELD ☐
			OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 110,980
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 & Line 2) \$ 110,980
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) \$ 27,745

5. RETAINAGE:

- a. 0 % of Completed Work
(Columns D + E on G703)
- b. 0 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 27,745
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 27,745

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 83,235
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

CAUTION: You should sign an original AIA Document, on which this text appears in RED. An original assures that changes will not be obscured.

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

CONTRACTOR:

By: [Signature] Date: 8-1-24

State of: Iowa

County of: Polk

Subscribed and sworn to before me
me this: 2nd day of: August 2024

Notary Public: [Signature]
My commission expires: March 7, 2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]



**STAFF REPORT
CITY COUNCIL**
August 19, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 3

GENERAL INFORMATION

ATTACHMENTS

1. LTR-73rd Street-Pay App 3
2. payment_3_20240806



**BOLTON
& MENK**

Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

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

August 12, 2024

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

RE: 73rd Street Phase 1
STP-U-8477(615)—70-77
Pay Request 3

Dear Mr. Plagge:

Submitted for your approval is Pay Request 3 for the above-mentioned project. Pay Request 3 is for a total payment of \$260,881.01. The total value completed to date is \$596,677.10 plus \$26,041.09 in stored materials, minus 3% retainage of \$18,468.29. Please see Pay Request 3 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 3. Upon approval of Pay Request 3, City Clerk or City Administrator to electronically sign in DocExpress and mail payment to the Absolute Concrete Construction, Inc..

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, PE
Principal Engineer



City of Windsor Heights - Iowa

Detailed Payment

77-8477-615

Description	STP-U-8477(615)--70-77, Letting Date- March 19, 2024 73rd st Phase 1
Payment Number	3
Pay Period	06/29/2024 to 07/31/2024
Prime Contractor	ABSOLUTE CONCRETE CONSTRUCTION, INC.
Payment Status	Pending
Awarded Project Amount	\$6,739,027.05
Authorized Amount	\$6,753,277.05

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

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

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0140	2312-8260051	TON	\$40.000	500.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE										
0150	2435-0140148	EACH	\$5,500.000	6.000	1.000	0.000	1.000	1.000	\$5,500.00	\$5,500.00
MANHOLE, STORM SEWER, SW-401, 48 IN.										
0160	2435-0140160	EACH	\$7,800.000	7.000	2.000	0.000	2.000	2.000	\$15,600.00	\$15,600.00
MANHOLE, STORM SEWER, SW-401, 60 IN.										
0170	2435-0140172	EACH	\$10,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE, STORM SEWER, SW-401, 72 IN.										
0180	2435-0140196	EACH	\$17,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE, STORM SEWER, SW-401, 96 IN.										
0190	2435-0250500	EACH	\$5,600.000	37.000	4.000	0.000	4.000	4.000	\$22,400.00	\$22,400.00
INTAKE, SW-505										
0200	2435-0250600	EACH	\$12,000.000	17.000	4.000	0.000	4.000	4.000	\$48,000.00	\$48,000.00
INTAKE, SW-506										
0210	2435-0250900	EACH	\$7,300.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-509										
0220	2435-0251000	EACH	\$8,500.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-510										
0230	2435-0251230	EACH	\$4,100.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-512, 30 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0240	2435-0251236	EACH	\$4,800.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-512, 36 IN.										
0250	2435-0600010	EACH	\$2,300.000	33.000	4.000	0.000	4.000	4.000	\$9,200.00	\$9,200.00
MANHOLE ADJUSTMENT, MINOR										
0260	2435-0600020	EACH	\$6,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE ADJUSTMENT, MAJOR										
0270	2435-0600110	EACH	\$1,800.000	2.000	1.000	0.000	1.000	1.000	\$1,800.00	\$1,800.00
INTAKE ADJUSTMENT, MINOR										
0280	2435-0600120	EACH	\$7,500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE ADJUSTMENT, MAJOR										
0290	2435-0700010	EACH	\$3,700.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONNECTION TO EXISTING MANHOLE										
0300	2502-8212206	LF	\$22.000	5,105.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.										
0310	2502-8221006	EACH	\$800.000	17.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN RISER, 6 IN., AS PER PLAN										
0320	2502-8221303	EACH	\$400.000	17.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN OUTLET, DR-303										
0330	2503-0114212	LF	\$200.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0340	2503-0114215	LF	\$80.000	991.000	125.000	0.000	125.000	125.000	\$10,000.00	\$10,000.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.										
0350	2503-0114218	LF	\$85.000	778.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.										
0360	2503-0114224	LF	\$110.000	2,556.000	497.000	0.000	497.000	497.000	\$54,670.00	\$54,670.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.										
0370	2503-0114230	LF	\$130.000	543.000	150.000	0.000	150.000	150.000	\$19,500.00	\$19,500.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.										
0380	2503-0114236	LF	\$170.000	180.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.										
0390	2503-0114248	LF	\$450.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 48 IN.										
0400	2503-0114254	LF	\$610.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 54 IN.										
0410	2503-0114266	LF	\$850.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 66 IN.										
0420	2503-0200036	LF	\$25.000	3,335.000	312.900	21.500	334.400	334.400	\$7,822.50	\$8,360.00
REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.										
0430	2503-0200136	LF	\$45.000	115.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE STORM SEWER PIPE GREATER THAN 36 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0440	2504-0200404	LF	\$130.000	160.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.										
0450	2510-6745850	SY	\$10.000	17,965.000	87.200	2,489.980	2,577.180	2,577.180	\$872.00	\$25,771.80
REMOVAL OF PAVEMENT										
0460	2510-6750600	EACH	\$900.000	51.000	8.000	0.000	8.000	8.000	\$7,200.00	\$7,200.00
REMOVAL OF INTAKES AND UTILITY ACCESSES										
0470	2511-0300000	SY	\$10.000	550.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF RECREATIONAL TRAIL										
0480	2511-0302600	SY	\$49.000	715.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.										
0490	2511-0310100	STA	\$750.000	7.700	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL										
0500	2511-6745900	SY	\$10.000	3,506.000	280.000	0.000	280.000	280.000	\$2,800.00	\$2,800.00
REMOVAL OF SIDEWALK										
0510	2511-7526004	SY	\$49.750	4,023.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, P.C. CONCRETE, 4 IN.										
0520	2511-7526006	SY	\$77.000	267.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, P.C. CONCRETE, 6 IN.										
0530	2511-7528101	SF	\$51.000	362.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DETECTABLE WARNINGS										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0540	2512-1725206	LF	\$79.000	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.										
0550	2514-0000200	STA	\$1,000.000	0.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF CURB										
0560	2515-2475006	SY	\$52.500	2,550.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DRIVEWAY, P.C. CONCRETE, 6 IN.										
0570	2515-2475007	SY	\$54.000	1,047.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DRIVEWAY, P.C. CONCRETE, 7 IN.										
0580	2515-6745600	SY	\$10.000	3,212.000	0.000	204.830	204.830	204.830	\$0.00	\$2,048.30
REMOVAL OF PAVED DRIVEWAY										
0590	2523-0000310	EACH	\$1,235.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HANDHOLES AND JUNCTION BOXES										
0600	2524-6765110	EACH	\$300.000	72.000	14.000	0.000	14.000	14.000	\$4,200.00	\$4,200.00
REMOVAL OF TYPE A SIGN										
0610	2524-6765210	EACH	\$100.000	21.000	4.000	0.000	4.000	4.000	\$400.00	\$400.00
REMOVAL OF TYPE A SIGN ASSEMBLY										
0620	2524-9276010	LF	\$35.000	390.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERFORATED SQUARE STEEL TUBE POSTS										
0630	2524-9276021	EACH	\$100.000	39.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0640	2524-9325001	SF	\$35.000	392.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TYPE A SIGNS, SHEET ALUMINUM										
0650	2525-0000100	LS	\$100,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRAFFIC SIGNALIZATION										
0660	2527-9263109	STA	\$86.000	136.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0670	2527-9263117	STA	\$116.000	168.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED PAVEMENT MARKINGS, DURABLE										
0680	2527-9263137	EACH	\$130.000	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED										
0690	2527-9263143	EACH	\$185.000	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED SYMBOLS AND LEGENDS, DURABLE										
0700	2527-9270111	STA	\$83.000	168.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GROOVES CUT FOR PAVEMENT MARKINGS										
0710	2527-9270120	EACH	\$220.000	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GROOVES CUT FOR SYMBOLS AND LEGENDS										
0720	2528-8445110	LS	\$75,000.000	1.000	0.000	0.160	0.160	0.160	\$0.00	\$12,000.00
TRAFFIC CONTROL										
0730	2528-9290050	CDAY	\$200.000	60.000	0.000	14.000	14.000	14.000	\$0.00	\$2,800.00
PORTABLE DYNAMIC MESSAGE SIGN (PDMS)										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0740	2529-5070110	SY	\$100.000	51.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PATCHES, FULL-DEPTH FINISH, BY AREA										
0750	2533-4980005	LS	\$600,000.000	1.000	0.000	0.100	0.100	0.100	\$0.00	\$60,000.00
MOBILIZATION										
0760	2552-0000220	CY	\$75.000	975.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL										
0770	2599-9999010	LS	\$15,000.000	1.000	0.000	0.160	0.160	0.160	\$0.00	\$2,400.00
('LUMP SUM' ITEM): MAINTENANCE OF SOLID WASTE COLLECTION										
0780	2599-9999010	LS	\$1,850.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('LUMP SUM' ITEM): REMOVE AND REINSTALL ELECTRONIC SPEED SIGN										
0790	2599-9999010	LS	\$7,200.000	1.000	0.000	0.160	0.160	0.160	\$0.00	\$1,152.00
('LUMP SUM' ITEM): SWPPP MANAGEMENT										
0800	2599-9999010	LS	\$80,000.000	1.000	0.000	0.330	0.330	0.330	\$0.00	\$26,400.00
('LUMP SUM' ITEM): VIBRATION MONITORING										
0810	2601-2634105	ACRE	\$4,110.000	2.630	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MULCHING, BONDED FIBER MATRIX										
0820	2601-2639010	SQ	\$65.000	1,150.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SODDING										
0830	2601-2643110	MGAL	\$75.000	690.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0840	2602-0000150	LF	\$15.000	300.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STABILIZED CONSTRUCTION ENTRANCE, EC-303										
0850	2602-0000309	LF	\$3.000	10,000.000	0.000	115.000	115.000	115.000	\$0.00	\$345.00
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.										
0860	2602-0000351	LF	\$0.010	10,000.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE										
0870	2602-0000500	LF	\$10.000	32.000	0.000	16.000	16.000	16.000	\$0.00	\$160.00
OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602										
0880	2602-0000530	EACH	\$95.000	110.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GRATE INTAKE SEDIMENT FILTER BAG, EC-604										
0890	2602-0010010	EACH	\$600.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MOBILIZATIONS, EROSION CONTROL										
0900	2602-0010020	EACH	\$1,200.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MOBILIZATIONS, EMERGENCY EROSION CONTROL										
8001	2599-9999005	EACH	\$14,250.000	1.000	1.000	0.000	1.000	1.000	\$14,250.00	\$14,250.00
('EACH' ITEM): INTAKE, SW-506 MOD, CAST-IN-PLACE										
8002	2435-0250610	EACH	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-506 MOD										
Section Totals:									\$249,734.50	\$382,477.10
Section: 0002 - STP-U-8477(615)--70-77, Roadway Items - Division 2										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0910	2554-0114004	LF	\$65.000	35.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.										
0920	2554-0114006	LF	\$60.000	101.000	0.000	64.000	64.000	64.000	\$0.00	\$3,840.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.										
0930	2554-0114008	LF	\$55.000	566.000	0.000	4.000	4.000	4.000	\$0.00	\$220.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.										
0940	2554-0114008	LF	\$80.000	455.000	0.000	99.000	99.000	99.000	\$0.00	\$7,920.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.: RESTRAINED JOINT										
0950	2554-0114012	LF	\$80.000	3,963.000	0.000	260.000	260.000	260.000	\$0.00	\$20,800.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.										
0960	2554-0114012	LF	\$105.000	714.000	0.000	451.000	451.000	451.000	\$0.00	\$47,355.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.: RESTRAINED JOINT										
0970	2554-0134008	LF	\$165.000	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN WITH CASING PIPE, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.										
0980	2554-0134012	LF	\$240.000	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN WITH CASING PIPE, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.										
0990	2554-0203000	LB	\$20.000	6,162.000	0.000	1,981.000	1,981.000	1,981.000	\$0.00	\$39,620.00
FITTINGS BY WEIGHT, DUCTILE IRON										
1000	2554-0207008	EACH	\$2,700.000	12.000	0.000	1.000	1.000	1.000	\$0.00	\$2,700.00
VALVE, GATE, DIP, 8 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
1010	2554-0207012	EACH	\$4,500.000	9.000	0.000	1.000	1.000	1.000	\$0.00	\$4,500.00
VALVE, GATE, DIP, 12 IN.										
1020	2554-0210201	EACH	\$8,500.000	15.000	0.000	3.000	3.000	3.000	\$0.00	\$25,500.00
FIRE HYDRANT ASSEMBLY, WM-201										
1030	2554-0211002	EACH	\$1,750.000	6.000	0.000	5.000	5.000	5.000	\$0.00	\$8,750.00
FLUSHING DEVICE (BLOWOFF), 2 IN.										
1040	2599-9999005	EACH	\$6,500.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$6,500.00
('EACH' ITEM): PREPARE EXCAVATION FOR TAPPING SLEEVE & VALVE										
1050	2599-9999005	EACH	\$410.000	51.000	0.000	8.000	8.000	8.000	\$0.00	\$3,280.00
('EACH' ITEM): TAP FEE, 1-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER										
1060	2599-9999005	EACH	\$1,725.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): TAP FEE, 2-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER										
1070	2599-9999005	EACH	\$3,800.000	11.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, OPPOSITE SIDE										
1080	2599-9999005	EACH	\$3,000.000	40.000	0.000	8.000	8.000	8.000	\$0.00	\$24,000.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, SAME SIDE										
1090	2599-9999005	EACH	\$5,400.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 2-IN, OPPOSITE SIDE										
1100	2599-9999005	EACH	\$3,400.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 2-IN, SAME SIDE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
1110	2599-9999005	EACH	\$6,100.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, EQUAL TO OR GREATER THAN 3, SAME SIDE										
1120	2599-9999009	LF	\$45.000	1,005.000	427.000	0.000	427.000	427.000	\$19,215.00	\$19,215.00
('LINEAR FEET' ITEM): REMOVAL OF EXISTING WATER MAIN IN CONFLICT WITH NEW CONSTRUCTION										
1130	2599-9999020	TON	\$65.000	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('TONS' ITEM): FOUNDATION ROCK										
8003	2504-0114018	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SAN SWR G-MAIN, TRENCHED, PVC, 18"										
8004	2554-0112008	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, DIP, 8"										
8005	2554-0112012	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, DIP, 12"										
8006	2554-0207006	EACH	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
VALVE, GATE, DIP, 6"										
8007	2554-0112012	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, DIP, 12": (RESTRAINED JOINT)										
8008	2599-9999005	EACH	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): 32 LB MAGNESIUM ANODE										
Section Totals:									\$19,215.00	\$214,200.00
Total Payments:									\$268,949.50	\$596,677.10

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 05/06/2024, Liquidated Damage Rate - 2,500	300.0 Days	301.0 Days	14.0 Days	\$0.00	46.0 Days	255.0 Days	\$0.00
Total Damages:							\$0.00

Stockpiles

Stockpile	Fund Package		Current Advancements	Advancements To Date	Current Recoveries	Recoveries To Date
#1 - 2554-0203000	77-8477-615-CAT-2	77-8477-615-CAT-2 77-8477-615	\$0.00	\$12,845.16	\$0.00	\$3,108.53
FITTINGS BY WEIGHT, DUCTILE IRON						
#2 - 2554-0207008	77-8477-615-CAT-2	77-8477-615-CAT-2 77-8477-615	\$0.00	\$5,580.00	\$0.00	\$0.00
VALVE, GATE, DIP, 8 IN.						
#3 - 2554-0114012	77-8477-615-CAT-2	77-8477-615-CAT-2 77-8477-615	\$0.00	\$3,430.00	\$0.00	\$0.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.						
#4 - 2554-0211002	77-8477-615-CAT-2	77-8477-615-CAT-2 77-8477-615	\$0.00	\$185.93	\$0.00	\$0.00
FLUSHING DEVICE (BLOWOFF), 2 IN.						
#5 - 2599-9999005	77-8477-615-CAT-2	77-8477-615-CAT-2 77-8477-615	\$0.00	\$4,000.00	\$0.00	\$4,000.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, SAME SIDE						
Totals:			\$0.00	\$26,041.09	\$0.00	\$7,108.53

Summary

Current Approved Work:	\$268,949.50
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$8,068.49
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$260,881.01
Previous Payment:	\$26,838.91

Approved Work To Date:	\$596,677.10
Stockpile Advancement To Date:	\$26,041.09
Stockpile Recovery To Date:	\$7,108.53
Retainage To Date:	\$18,468.29
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$597,141.37
Previous Payments To Date:	\$336,260.36

Funding Details

77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615:	\$249,734.50
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615:	\$19,215.00
77-8477-615-CAT-3 NON-PARTICIPATING:	\$0.00
Current Payment:	\$268,949.50

77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615 To Date:	\$382,477.10
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615 To Date:	\$214,200.00
77-8477-615-CAT-3 NON-PARTICIPATING To Date:	\$0.00
Payments To Date:	\$596,677.10

CONTRACTOR'S CERTIFICATION:

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

By: _____ Date: _____

ENGINEER'S CERTIFICATION:

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

AMOUNT CERTIFIED: \$ _____

By: _____ Date: _____

CITY OF WINDSOR HEIGHTS REVIEW / APPROVAL:

By: _____ Date: _____

Doc Express® Document Signing History

Contract: 77-8477-615 Document: payment-3-20240806

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
08/07/2024	Logan Petersen Absolute Concrete Construction Inc. Electronic Signature (Approved by Contractor (Optional))
08/12/2024	Justin Ernst Bolton & Menk, Inc. - Iowa Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Letter of Agreement DART For 63rd and University Art Shelter

GENERAL INFORMATION

This letter of agreement mirrors the agreements for the other two art shelters. The city agrees to take responsibility to remove snow and trash as well as conduct general landscaping. Public Works is aware and agreeable to taking on this responsibility.

ATTACHMENTS

1. Letter of Agreement - WH 63rd_Dart Signed

LETTER OF AGREEMENT
BETWEEN
DES MOINES AREA REGIONAL TRANSIT AUTHORITY
AND
CITY OF WINDSOR HEIGHTS
FOR INSTALLATION AND MAINTENANCE OF A TRANSIT BUS SHELTER

This Letter of Agreement ("LOA") is made this ____ day of ____ 2024 by and between the City of Windsor Heights, Iowa, a municipal corporation, whose address is 1145 66th St, Windsor Heights, IA 50324 ("Windsor Heights"), and Des Moines Area Regional Transit Authority, an entity organized and existing under the authority of Chapter 28E of the Code of Iowa, whose address is 620 Cherry Street, Des Moines, Iowa 50309 ("DART").

The purpose of this LOA is to set forth the parties' understanding of their respective responsibilities and the general agreement terms that will govern the relationship between Windsor Heights and DART.

The parties acknowledge and agree that the following terms and conditions represent the mutual understanding of the parties and shall remain in effect until such time as this LOA is terminated as set forth herein.

1. DART'S Responsibilities:

- a. DART shall procure and install one public transit bus shelter (the "Shelter"), onto a reinforced cement pad that has been provided by Windsor Heights at the Property. The parties mutually agree on the designated location for construction and installation of the Shelter on the Property, shown in Attachment A.
- b. For the duration of the term of this Agreement, DART shall, as needed, remove any graffiti from the Shelter and repair or replace any broken Shelter parts which result from vandalism or other physical damage to the Shelter.

2. Windsor Heights' Responsibilities

- a. Windsor Heights shall grant DART use of property equal to the footprint of one 12' x 7' transit shelter and 14' x 8' reinforced cement shelter pad, shown in Attachment A, located on property owned by the City of Windsor Heights

at the southwest corner of the intersection of University Avenue and 63rd St near 6301 University Ave, Windsor Heights, IA 50324, (the "Property") for installation, operation, use, and maintenance of the Shelter and use by DART's patrons in connection with DART's operations as a public transit system.

- b. For the duration of the term of this agreement, Windsor Heights shall provide ongoing general maintenance for the Shelter area, including snow removal, trash removal, general landscaping, etc.
3. Termination. Windsor Heights shall retain sole authority over the Property but should make every effort to pursue a written termination agreement with DART prior to taking any action that detracts from DART's ability to enjoy the use of the property as outlined in this document. Any termination action should define responsibilities pertaining to the removal and disposal of shelter and/or pad materials and related improvements and settling of associated costs.
4. Indemnification.
 - A. To the extent permitted by law, Windsor Heights shall hold harmless, indemnify, and defend DART and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with any breach or violation of any covenant, obligation or duty of Windsor Heights under this Agreement or under applicable law.
 - B. To the extent permitted by law, DART shall hold harmless, indemnify, and defend Windsor Heights and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them from and against all liabilities, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney's fees, for bodily injury or property damage (excluding pavement damage resulting from normal bus operations) to the extent caused by the negligence of DART or its employees.
5. This LOA, and all rights and duties of the parties arising from or relating in any way to the subject matter of this LOA, shall be governed by and construed in accordance with the laws of the State of Iowa. Venue for any action shall lie solely and exclusively in Polk County, Iowa.

DART:

By: _____

Name: _____

Title: _____


Amanda Wente
CEO

Windsor Heights:

By: _____

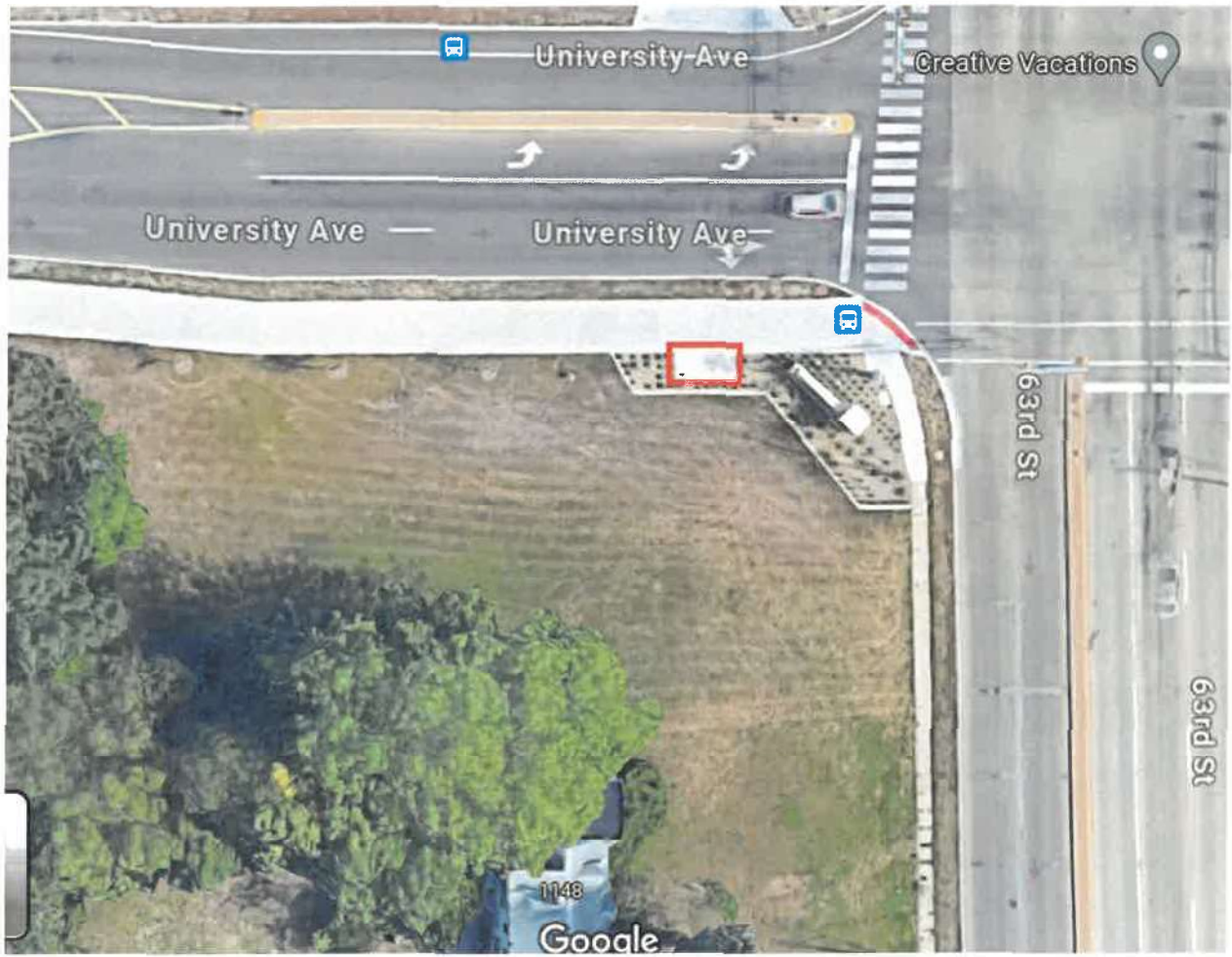
Name: _____

Title: _____

[Remainder of this page intentionally left blank]

ATTACHMENT A

Location of Transit Bus Shelter



Pictured: Southwest corner of the intersection of University Ave and 63rd St in Windsor Heights



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM: Jason Roberts, Public Works Director

SUBJECT: Approve Purchase of Cimline 150 Gallon Crack Sealer

GENERAL INFORMATION

The Public Works Department has scheduled the purchase of a crack sealing machine within this fiscal year's approved ERP. This piece of equipment will be utilized as part of the department's street maintenance program. We currently rent this machine in the spring and again in the fall as it's available and weather dependent. Crack sealing of roadway pavements, especially asphalt, is a necessity to prevent water and debris from infiltrating and ultimately compromising the pavement. Doing so, protects the investment made into our roadways. Having this equipment available to our staff will allow us to not have to be reliant on external factors. It will allow our staff to more effectively work and perform maintenance on our streets. Last fall, Public Works crack sealed Mairner Pl, Crocker St., 69th St. from Hickman Road to Washington Ave. and 66th St. from University Ave to School St. This Fall, we have planned to crack seal University Ave from 69th to 63rd St and numerous side streets throughout town as well as perimeters of the patchworks done so far this year.

Summary:

It is the recommendation of City Staff for Council to approve the purchase of the price [Cimline 150 Gallon](#) Tar Machine from Star Equipment under the Sourcewell Contract at a price of \$65,698.82. [Sourcewell](#) is a cooperative purchasing service compliant with the City's competitive purchase requirements.

ATTACHMENTS

1. Star Equipment Tar Machine Quote



FIELD QUOTATION
STAR EQUIPMENT, LTD.
CONSTRUCTION EQUIPMENT & SUPPLIES
SALES SERVICE RENTAL

Skid Loaders, Trailers
Skid Loaders Attachments
Rough Terrain Forklifts
Concrete Trowels and Saws
Concrete Pumps and Screed
Generators, Water Pumps
Air Compressors
Compactions Equipment
Material Handling Cranes
Service Bodies, Lube Trucks
Construction Supplies

- ☒ 1401 2ND AVENUE • DES MOINES, IA 50314 • (515) 238-2215 • (800) 369-2215 • FAX (515) 283-0295
☐ 2100 E. LINCOLN WAY • AMES, IA 50010 • (515) 233-9500 • (800) 369-2215 • FAX (515) 233-9505
☐ 2950 6TH STREET S.W. • CEDAR RAPIDS, IA 52404 • (319) 365-5139 • (800) 728-5139 • FAX (319) 365-6726
☐ 2625 W. AIRLINE HWY • WATERLOO, IA 50703 • (319) 236-6830 • (800) 791-9249 • FAX (319) 236-6834

Name _____
Company City Of Windsor Heights
Address 1133 66th St
windsor Heights Ia 50311

Quote No. 20240207
Date 7/2/24
Office # (515) 279-3662
Cell # _____
Email _____

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	New Cimline M1ADH 150 Gallon diesel heated wand w/ pump	64,148.82	\$ 64,148.82
	engine cover, led flashing arrow board, and tool box		0.00
			0.00
			0.00
	QUOTE IS GOVERNED BY THE PRICING, TERMS AND CONDITIONS		0.00
	OF THE SOURCEWELL CONTRACT NUMBER IS 080521-CME.		0.00
	MSRP 77895.00		0.00
1	PDI	600.00	600.00

Trade-In Make none

Sub Total \$ 64,748.82

Trade-In Model _____

Allowance _____

Trade-In Serial No. _____

Sub Total \$ 64,748.82

Sales Tax Exempt \$ 0.00

F.O.B. Point Des Moines

Sub Total \$ 64,748.82

Terms _____

Freight 950.00

Net Total \$ 65,698.82

Estimated Delivery after Receipt of Order 6 weeks

Quotation for Acceptance Within 30 Days

Date Accepted _____

Subject to Prior Sale and
Management Approval

STAR EQUIPMENT, LTD.

By _____

By _____



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM: Jason Roberts, Public Works Director

SUBJECT: Approve Purchase of Salt Shed Roof Package from Greenfield Contractors

GENERAL INFORMATION

As part of the Salt Shed Improvements Project located at the Public Works Department, staff has solicited bids for the roof package portion of the project. The roof system is a steel hoop truss and fabric system that will be installed on top of the cast-in-place concrete foundation wall. This type of roof system is the same as what is used at the Regional Salt Storage Facility in Grimes which the City is apart of. A few advantages of this type of roof included clear span trusses and elevated vertical height to allow equipment to operate without obstructions, and the ability to stockpile the salt at a greater height. Public Works Staff requested quotations from Accu-Steel, Greenfield Contractors, and Hoop Buildings, LLC. At the time of the writing of this report, the quote from Accu-Steel is incomplete.

Summary:

It is the recommendation of Public Works Staff to purchase the roof system from Greenfield Contractors, LLC in the amount of \$32,706.36. This purchase will be expensed from account 327-210-6761 as part of the Salt Shed Project.

ATTACHMENTS

1. Greenfield Contactors Quote
2. Hoop Buildings Quote



806 Mill St
PO Box 32
Clermont, IA, 52135
Phone: 833-385-1859

Contract

SALT
WINDSOR HEIGHTS

Project ID
Customer ID
Email
Phone Number
Project Manager
Quote Date
Quote Expires

08-Aug-2024
15-Aug-2024

BILL TO

Windsor Heights
1145 66th St.
Windsor Heights IA 50234

SHIP TO

1145 66th St.
Windsor Heights IA 50234

DESCRIPTION

AMOUNT

Fabric Covered Building Kit	\$29,378.70
- Building Series CC	
- 32'x42' with 14' Truss Centers	
- Cover Termination 1' Below Baseplate	
- Wall Mount	
- Includes 1 Solid End Wall with 1 Black Mesh Vents	
- 1 End Wall With 16'x16' Framed Opening with non-structural header	
- Main Roof and End Wall Color: _____	
- Roof End Trim Color: _____	
- Foundation Type: Poured Concrete Wall(By Others)	
- 30 Lb Snow Load and 105 mph Wind Load	
- Designed According to 2018 IBC with stamped drawings included	
- Hot Dip Galvanized Structural steel, Fasteners, and Purlins.	
- 15 Year Manufacturer's Warranty on Structural Steel	
- 25 Year Manufacturer's Warranty on Elite Fabric Roof Covers	
- 1 Year Labor Warranty	
- All Covers Treated With UV Inhibitors to Extend Cover Life. Covers Designed With Patented Anti-Tear Membrane	
*If Nothing is Written Above White is Assumed. Standard Colors Are as Follows: White, Tan/Beige, Dark Blue, Green, and Red	
- All Covers are Manufactured With Patented Anti-Tear Membrane, are UV Stabilized, and Fungal Resistant	
- Excludes: Freight, Tax, Unloading of Building Materials from Semi - Customer Must Have Equipment with Forks capable of lifting up to 2750lbs.	
Typical Building Material Delivery in 10-12 weeks	
 Stainless Steel Cables with Galvanized Turnbuckles	 \$3,327.66



806 Mill St
PO Box 32
Clermont, IA, 52135
Phone: 833-385-1859

Contract

SALT
WINDSOR HEIGHTS

Project ID
Customer ID
Email
Phone Number
Project Manager
Quote Date
Quote Expires

08-Aug-2024
15-Aug-2024

BILL TO

Windsor Heights
1145 66th St.
Windsor Heights IA 50234

SHIP TO

1145 66th St.
Windsor Heights IA 50234

DESCRIPTION

AMOUNT

Greenfield Contractors LLC will make every reasonable effort to minimize the time delays.

\$.00

Payment Terms

25% Down Payment

50% Due on Building Delivery

25% Due on Completion

Make checks payable to

Greenfield Contractors LLC

TERMS AND CONDITIONS:

1. Builder's Risk insurance provided by others to cover losses due to direct physical loss related to the contract's scope of work. This can be provided for an extra charge.
2. 120 volt 30 amp electrical service brought to jobsite by others. A generator charge of \$20 per day will apply if electrical service is unavailable.
3. Location of private underground utilities by others.
4. Building permits provided by others.
5. Owner to provide level building site. Additional charges will apply for building sites more than 1" out of level.
6. Labor includes one mobilization, un-conditional site access, inside of building and 20' on sides and 30' on ends of buildings of clear, hard and flat surface.
7. Greenfield Contractors LLC reserves the right to re-schedule the installation and charge an additional mobilization if the site is ill prepared.
8. Customer to dispose of remaining construction debris left by construction crew.
9. Customer is responsible for protecting the contents of the building during the project duration.
10. No verbal agreements will be honored.

Greenfield Signature

Signature

Date

Approval of contract includes the terms and
conditions items listed above.

Contract Total

\$32,706.36



PO Box 409
Mt. Pleasant, IA 52641

☎ 515-635-5722

✉ sales@hoopbuildings.com

🌐 hoopbuildings.com

Building Quote

DATE 08/05/2024

QUOTATION # 3270-3

Quotation valid until: 08/30/2024

Prepared by: Brian

BILL TO:

Windsor Heights
Attn: Jason Roberts
1145 66th St, Ste 1
Windsor Heights, IA 50324
641-954-1392
jroberts@windsorheights.org

Comments or special instructions:

40% Down Payment, Balance Due Before Shipping or Pickup
Estimated Lead time 5-6 weeks

DESCRIPTION		AMOUNT
32' X 42' Double Truss Building, White Main Cover and Green Trim; Snow Load: 50# ground; Wind Load: 105 MPH; Rafter Spacing: 14' o/c		\$ 56,972.26
(2) - 32' Fabric End Walls with (1) 3' x 3' Mesh Vent and 16' x 14' door frame		
Building Installation		\$ 31,500.00
Sales Tax		\$ 0.00
Shipping Cost		\$ 750.00
TOTAL		\$ 89,222.26

If you have any questions concerning this quote, please contact our dedicated product team at 515-635-5722 or email sales@hoopbuildings.com.

General Terms and Conditions of Sale

1. General.

The sale of any products by Hoop Buildings LLC ("Seller") to the buyer ("Buyer") shall be subject to these terms and conditions ("Terms and Conditions") between Seller and Buyer which constitutes the entire agreement regarding the purchase and sale of the products between Seller and Buyer. Any additional, different, or conflicting terms and conditions set forth in any document at any time are hereby objected to and rejected by Seller, shall be wholly inapplicable to any sale made hereunder and shall not be binding in any way on Seller. Buyer's acceptance of the products shall constitute Buyer's acceptance of these Terms and Conditions. No salesperson or other representative of Seller is authorized to vary these Terms and Conditions in any respect or to agree to any additional terms or conditions, except if expressly agreed to in writing and signed by the parties.

2. Price and Payment Terms.

Payment shall be made in U.S. Dollars at the address and on the terms set forth on the face of this invoice. Buyer shall also pay all taxes applicable to the sale, shipment, transportation or use of the products, which will be shown as a separate charge. Buyer shall remit 40% of the invoiced amount at time of submission of the order. The remaining balance will be due prior to shipment unless otherwise noted on the invoice. Buyer shall pay interest on all past-due sums at the lesser of 1.5% per month or the highest rate allowed by law and to pay all costs of collection, including costs of litigation and reasonable attorney's fees and expenses incurred by Seller. Seller reserves the right to change payment terms.

3. Delivery Schedules.

Stated delivery schedules or dates are estimates only and not a commitment as to delivery on specific dates. In no event shall Seller be liable for any delay in delivery. Delay in delivery shall not relieve Buyer of its obligations to accept the products. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein. Each such installment shall be separately invoiced and paid for when due, without regard to subsequent deliveries.

4. Shipping.

All shipments are made F.O.B. at point of manufacturing located at 609 Main St, Houghton, IA 52631, unless otherwise noted. Prices do not include freight, shipping or handling charges. Separate charges for freight, shipping and handling will be shown on Seller's invoice. Delivery shall be complete and title and risk of loss or damage and responsibility for the products shall pass to Buyer upon delivery to the carrier. All risk of loss or damage in transit shall be borne by Buyer. Buyer shall have the sole responsibility to file claims with the carrier and any other entity involved with respect to claims for breakage, loss, delay and damage. In the absence of shipping directions from Buyer and without Seller incurring any liability, products will be shipped by the method and via carrier Seller believes dependable. The carrier shall not be deemed an agent of Seller.

5. Cancellation.

Buyer may not cancel, alter or suspend delivery without the prior written consent of Seller. Buyer's wrongful rejection or nonacceptance of products or cancellation or repudiation of an order shall entitle Seller to recover (at Seller's option), in addition to any incidental damages: (a) in the case of products the risk of loss of which has passed to Buyer and which reasonably cannot be resold by Seller, the price of such products; or (b) in the case of products not covered by subparagraph (a) where an action for the price is not otherwise permitted by law, damages equal to the profit (including reasonable overhead) which Seller would have received had Buyer fully performed; or (c) 40% of the contract price as liquidated damages, plus, in the case of special orders, Seller's expenses, if any, incurred (prior to receipt of Buyer's notice of nonacceptance, repudiation or cancellation) in connection therewith developing special products or tooling, purchasing special supplies and the like.

6. Returns.

No returns will be accepted without prior written authorization of Seller. Returns are subject to a 40% restocking charge. Buyer shall be responsible for the freight cost to return products.

7. Limited Warranty and Limitation of Liability.

AS TO ANY PRODUCT CLAIM OF WHATEVER NATURE ASSERTED AGAINST SELLER, THE REMEDIES OF THE BUYER ARE EXPRESSLY LIMITED TO THE FOLLOWING:

7.(a) THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPLACEMENT, REPAIR OR REFUND OF THE CONTRACT PRICE AT THE SELLER'S DISCRETION OR AS DESCRIBED IN THE APPLICABLE WARRANTY.

7.(b) NOTWITHSTANDING ANY OTHER PROVISION OR TERM OF THE WARRANTY, THE LIMIT OF SELLER'S LIABILITY TO BUYER OR OTHERS WITH RESPECT TO THE PRODUCTS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, WARRANTY, INFRINGEMENT, NEGLIGENCE, STRICT OR PRODUCT LIABILITY, FAILURE TO WARN, OTHER TORT OR OTHERWISE) SHALL BE THE CONTRACT PRICE OF THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

7.(c) BUYER AGREES THAT IN NO EVENT SHALL SELLER, ITS OFFICERS, MANAGERS, EMPLOYEES OR OWNERS BE LIABLE TO BUYER OR OTHERS FOR MANUFACTURING OR PROCESSING COSTS; LOST PROFITS OR GOODWILL; LOSS OF TIME OR INCONVENIENCE; LOSS OF BUILDING CONTENTS OR EQUIPMENT; LOSS OF LIFE; COST OF CAPITAL; OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY AND/OR PUNITIVE DAMAGES INCLUDING THOSE OF BUYER, ITS CUSTOMERS OR OTHERS, WHETHER SUCH DAMAGES ARE BASED UPON WARRANTY, NEGLIGENCE, TORT, OR OTHERWISE.

7.(d) SELLER SHALL NOT BE LIABLE FOR AND BUYER ASSUMES ALL RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE PRODUCTS.

8. Force Majeure.

Seller shall not be liable for damages as a result of any delay in performance or failure of delivery directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or manufacturers or other difficulties which are beyond the control, and without the fault or gross negligence of Seller. The time for Seller's performance shall be extended by the period of any such delay. Seller reserves the right to apportion its available products among its customers as it may determine. If the delay is caused by acts or omissions of Buyer or any of its representatives, Seller shall be reimbursed for any additional costs arising from such delay.

9. Government Regulations.

Any order accepted by Seller is at all times subject to Governmental proclamations, applicable sales taxes, laws and regulations now or hereafter in effect, pertaining to priorities, allocations, prices and other such acts affecting this transaction or the production or sales by manufacturers of the products or services.

10. Termination.

Seller may immediately terminate its obligations to Buyer by providing written notice to Buyer if: 10.(a) Buyer fails to make payment when due or to accept delivery of any shipment; 10.(b) Buyer makes an assignment for the benefit of creditors; 10.(c) Buyer admits in writing its inability to pay its debts as they mature; 10.(d) a trustee or receiver for all or part of Buyer's assets is appointed by any court; 10.(e) any bankruptcy or reorganization proceeding is instituted by or against Buyer; 10.(f) Seller has reasonable grounds for insecurity with respect to Buyer's performance and Buyer fails to provide adequate assurance within thirty (30) days of Seller's demand for such assurance; or 10.(g) Buyer fails to comply with these Terms and Conditions.

11. Arbitration.

If any dispute arises between the parties hereto with respect to the sale of products or services or any of the Terms and Conditions hereunder, such dispute shall be settled by binding arbitration conducted in the State of Iowa under the commercial rules of the American Arbitration Association currently in effect, with reasonable attorneys' fees and costs to be paid to the prevailing party. The decision and award of the arbitrator(s) shall be final and binding upon both parties and judgment may be entered in accordance with applicable law in any court having jurisdiction.

12. Rights and Remedies.

All rights and remedies of Seller hereunder are in addition to Seller's other rights and remedies and are cumulative, not alternative.

13. Governing Law; Venue.

These Terms and Conditions shall be governed by the laws of the State of Iowa, without regard to its conflict of law provisions. Seller agrees that any actions or proceedings arising out of the sale of products and/or these Terms and Conditions shall be instituted in the state or federal courts in the State of Iowa, and Seller agrees to the jurisdiction of those courts and waives any objection which it may now or hereafter have relating to venue of such suits, actions or proceedings. Seller expressly waives any right to a trial by jury.

14. Advice or Assistance.

Any advice or assistance furnished by Seller in connection with the products is given to Seller gratis and Seller expressly assumes no obligation or liability for such advice or assistance.

15. Miscellaneous.

These Terms and Conditions contain the entire agreement between Seller and Buyer relating to this sale, and expressly supersede and replace any course of dealing or performance or trade usage or prior or contemporaneous agreements, whether written or oral, including any terms and conditions on any of Seller's documents or purchase orders, and shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. These Terms and Conditions shall be deemed severable. If any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. These Terms and Conditions may not be amended or supplemented, in whole or in part, except by written authorization signed by the President of Seller, notwithstanding any delivery of products by Seller. The paragraph headings contained herein are for the convenience of reference only and shall not be construed so as to affect the interpretation or construction of any substantive provision hereof. No failure by Seller to enforce at any time any provision of these Terms and Conditions shall be construed as a waiver of Seller's right to act or to enforce each and every such Term and Condition.

16. Assembly/Installation.

In the event Buyer desires for Seller to perform any assembly/installation work, said work will be performed pursuant to the terms set forth below.

16.(a) Subcontractor. The Buyer acknowledges and consents that the Seller will subcontract the performance of the assembly/installation work.

16.(b) Payment. The Buyer acknowledges and agrees that prior to commencement of the assembly/installation of the work, the Buyer will pay the full expense of the materials and the Buyer shall pay for the assembly/installation expense within 10 days of the completion of the hoop building.

16.(c) Location. The Buyer acknowledges and agrees that the Seller and Buyer shall communicate regarding the location of the construction of the hoop building prior to commencement of the assembly/installation.

16.(d) Change Order. The assembly/installation expense has been itemized in the Building Quote and any change to the assembly/installation expense shall be made by written Change Order signed by Seller, Seller's subcontractor and Buyer. All changes shall be described in a "Change Order" similar to the form attached as "Exhibit A". Seller, Seller's subcontractor and Buyer agree to execute such a Change Order before implementing any change. The Change Order shall provide for any adjustment in the assemble/installation expense itemized in the Building Quote and for reasonable extension to the Completion Date.

16.(e) Preparation. The Buyer acknowledges that he/she is responsible for preparing and grading the location of the building prior to assembly/installation of the building and that the Buyer shall provide a level building sight for subcontract to perform assembly/installation work. Buyer agrees that in the event that the location is not satisfactorily graded and prepared for assembly/installation, the Buyer shall pay the additional labor costs to the Seller for proper grading and prepare the location for assembly/installation.

16.(f) Soil. Buyer acknowledges the quoted expense for installation/assembly does not take into account any unusual subsoil conditions which may be encountered by Seller's subcontractor. If Seller's subcontractor encounters any rock, quicksand, insufficient ground support, insufficient subsurface soil and/or compaction conditions, underground streams, buried logs or stumps, or the like, Seller's subcontractor or Seller shall notify Buyer.

16.(g) Completion. The Seller's Subcontractor will commence the assembly/installation of the building within a reasonable time after the hoop building materials are available to the Seller's Subcontractor. The construction work shall proceed with reasonable pace as is consistent with construction practices. The Seller's Subcontractor shall complete the assembly/installation within a reasonable period of time taking into account for delays caused by abnormal weather conditions, lack of or unavailability of materials or labor, the acts or omissions of Buyer, unusual subsoil condition, casualty losses or other causes not within Seller's Subcontractor's reasonable control. The hoop building shall be deemed "completed" when it is substantially completed (although minor items of work, not affecting use, may remain to be performed), or when Buyer occupies the hoop building, whichever shall first occur.

16.(h) Standard of Performance/Warranty. All work shall be performed in a good and workman like manner free of faults and defects. All warranties and limitations of liability previously stated in this General Terms and Conditions of Sale apply. The Seller/Seller's Subcontractor warrants the assembly/installation hereunder against faulty workmanship or the use of defective materials for a period of 90 days from the date of the assembly/installation for Buyer. Buyer's remedies and Seller's/Seller's Subcontractor's liability with respect to this warranty are set forth above in the Limited Warranty and Limitations of Liability state in the above General Terms and Conditions of Sale. The Seller's liability and the Buyer's sole and exclusive remedy shall be to repair or replace any defective materials. This remedy is only available if upon Seller's examination shows to the Seller's satisfaction that such defects actually exist and were not caused by Buyer's misuse, neglect, improper maintenance or testing, attempt to repair or any other cause beyond the range of normal usage or by accident, fire or other hazard. Repair or replacement of a part does not extend the party beyond the 90-day warranty period from the date of installation.

THE ABOVE LANGUAGE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE PRODUCTS DELIVERED HEREUNDER OR SUBSEQUENT USE THEREOF.

16.(i) Independent Contractor. It is mutually understood and agreed that neither Seller's Subcontractor nor any employees of Seller's subcontractor shall be deemed agents of the Seller. The Buyer acknowledges that Seller's Subcontractor is an independent contractor, and the Buyer shall not directly interfere with any of the duties of these independent contractors and will instead inform the Seller or Seller's representative of any dissatisfaction.

Signature: _____

Date: _____

Buyer (Print): _____

QUOTATION # **-3270.3**

Signature: _____

Date: _____

Seller (Print): _____



**STAFF REPORT
CITY COUNCIL**

August 19, 2024

TO: CITY COUNCIL

FROM: Pete Roth

SUBJECT: Approve Purchase of Police Department Hybrid Fleet Vehicle

GENERAL INFORMATION

Police unmarked vehicle for investigation. The estimate includes the cost of the vehicle and upfitting the appropriate equipment. Cost not to exceed \$50,000.00.

For additional information, please see the attached Council Action Form

ATTACHMENTS

1. Council Action Form PD Toyota Van

COUNCIL ACTION FORM

AGENDA ITEM: **CONSIDER APPROVAL OF POLICE DEPARTMENT FLEET VEHICLE PURCHASE, INCLUDING UPFITTING AND EQUIPMENT, AT AN ESTIMATED COST NOT TO EXCEED \$50,000.00.**

SUMMARY:
The Police Department is requesting to purchase a 2024 Toyota Sienna Hybrid minivan from McGrath Toyota of Iowa City for an estimated \$39,565.00. This vehicle has a hybrid engine offering an advertised 36 combined city/highway miles per gallon. This will reduce operational costs on fuel, lower carbon emissions, and provide much-needed storage for investigative and emergency equipment.

The FY 25 ERP for the Police Department included \$60,000 for the purchase of one unmarked vehicle for investigations to replace an aging squad. The department reviewed options and selected a hybrid minivan to accommodate the needs of investigations. Furthermore, the Toyota is priced significantly lower than other options that were considered.

The department currently utilizes two marked Ford Police Hybrid SUVs. These vehicles have been successful in balancing the benefits of a gas and electric engine. These vehicles lower carbon emissions, reduce fuel costs, and increase miles per gallon. If this vehicle purchase is approved, the department will bring its total to three hybrid vehicles in its fleet.

While Toyota did not have a current state bid for this model at the time of the research for this option, the department received three bids per the City’s purchase policy. The bids were from Toyota of Des Moines (\$41,646.00), Dan Deery Toyota out of Cedar Falls (\$39,635.00), and McGrath Toyota. Additional equipment purchased, e.g. emergency lights, will be state of Iowa contract pricing through an approved vendor.

The total cost estimated for the purchase of the Toyota Sienna will include the vehicle and equipment installation, such as emergency lights. Options on the vehicle were kept as basic as possible to minimize additional expenses.

The department is waiting on two updated bids for the equipment and installation. The Department anticipates this cost at \$5,000.00 to \$9,000.00.

Estimated Costs	
2024 Toyota Sienna Hybrid Model	\$39,600.00
Upfitting and Equipment	\$5,000-\$9,000.00
Total Estimate	\$48,600.00

Staff recommends approval of the purchase of this vehicle from McGrath Toyota with equipment and upfitting from an authorized/approved installer.

The purchase proposal was discussed and approved by the Public Safety Committee at their June 20, 2024, meeting.

2024 Sienna

Sienna LE

Model: 2024 Sienna LE 2.5L Hybrid Engine Front-Wheel Drive 5402C

Stock: 62629

Engine: 2.5L Hybrid Engine

Transmission: Electronically controlled Continuously Variable Transmission (ECVT)



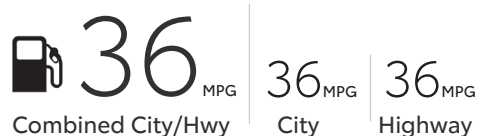
EXTERIOR
Predawn Gray Mica

INTERIOR
Gray Woven Fabric

PRICE

Base MSRP *	\$37,685.00
Factory Installed Packages & Accessories	\$225.00
Port Installed Packages & Accessories	\$260.00
Delivery Processing and Handling	\$1,395.00
Total Advertised Price	\$39,565.00

FUEL ECONOMY



INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
Roof rails Roof rails.	FIO	\$150.00
Spare tire	FIO	\$75.00
All-Weather Floor Liner Package Engineered to precisely fit your vehicle, all-weather floor liners are made from flexible, weather-resistant material that cleans easily. • Precise injection molding uses Toyota's original vehicle design data for a perfect fit • Full coverage for second and third rows • Skid-resistant backing and driver-side quarter-turn fasteners help keep the liners in place.	PIO	\$260.00
Total Optional Equipment		\$485.00
Vehicle Base Model		\$37,685.00
Delivery Processing and Handling		\$1,395.00

FEATURES

Mechanical & Performance

- Engine: Hybrid—2.5-Liter with Double Overhead Cam (DOHC), 16-Valve, D-4S Injection and Dual VVT-i
- Emission rating: Super Ultra Low Emission Vehicle (SULEV)
- Traction battery: Battery type: sealed Nickel-Metal Hydride (Ni-MH)
- Drivetrain: Front-Wheel Drive (FWD)
- Engine: 245 net hybrid system hp
- Electric motors: Permanent magnet synchronous motors (two front)
- Transmission: Electronically controlled Continuously Variable Transmission (ECVT) with sequential shift mode

- Suspension: Independent MacPherson strut front suspension; multi-link rear suspension
- Brakes: Ventilated 12.9-in. front disc brakes
- Engine: 2.5L Hybrid Engine
- Weight Rating: 6170 lbs
- Drive modes: Normal, Eco, EV, Sport
- Steering: Electric Power Steering (EPS)
- Brakes: Ventilated 12.5-in. rear disc brakes
- Electronically controlled Continuously Variable Transmission (ECVT)

Steering

- Turning circle diameter, curb to curb (ft.) 38.30

Exterior

- LED headlights and LED Daytime Running Lights (DRL) with auto on/off feature
- Black grille
- Dual power sliding side doors
- 17-in. alloy wheels
- Intermittent rear window wiper
- Black rear lower bumper
- Chrome Toyota emblem and grade badge
- Black roof-mounted shark-fin antenna
- LED taillights and stop lights
- Color-keyed heated power outside mirrors with blind spot warning indicators
- Color-keyed outside door handles
- Variable windshield wipers
- Privacy glass on rear windows
- Black Sienna liftgate logo
- Color-keyed rear spoiler with LED center high-mount stop light

Exterior Dimensions

- Overall length 203.7
- Overall height, unloaded, with/without roof rails 68.5/69.7
- Track (front/rear) 67.7 / 68.5
- Coefficient of drag (Cd) 0.29
- Overall width 78.5
- Wheelbase 120.5
- Ground clearance 6.37

Interior

- Non-glare rearview mirror
- Integrated backup camera
- 8-passenger seating with fabric second-row bench with stowable center seat
- Tilt/telescopic steering wheel with audio, Multi-Information Display (MID), Bluetooth® hands-free phone and voice-command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA) and Lane Tracing Assist (LTA) controls
- Remote keyless entry system with lock, unlock, panic, and Push Button Start
- Power door locks with shift-activated locking feature and anti-lockout feature
- Manual second-row sunshades
- Fixed center console with wood-grain-style accents, pass-through, illuminated storage compartment, and four cup holders
- Lockable glove compartment
- Up to 18 cup and bottle holders
- Front- and rear-door map pockets with bottle holders
- Three-zone automatic climate control with air filter, individual temperature settings for driver, front passenger and rear-seat passengers, and separate rear digital control panel
- Fabric front seats with seatback pockets; 8-way power-adjustable driver's seat
- Fabric 60/40 One-Motion-Stow Split & Stow 3rd Row® seat
- 4.2-in. Multi-Information Display (MID) with odometer, fuel economy, trip information, and warning messages
- Rear window defogger with timer
- Power windows with one-touch auto up/down, jam protection in all positions
- One USB media port and six USB charge ports
- Dual sun visors with illuminated vanity mirrors
- One 12V DC outlet (under bridge console)
- Overhead console with maplights and dome lights, side-door controls and Safety Connect®
- Electric Parking Brake (EPB) with Brake Hold function

Audio Multimedia

- Audio—9-in. touchscreen, six speakers, Apple CarPlay® & Android Auto™ compatible, one USB media port, six USB charge ports, hands-free phone capability and music streaming via Bluetooth® wireless technology, SiriusXM® 3-month trial subscription. See toyota.com/audio-multimedia for details. S

ToyotaCare

- No cost maintenance plan \$0 (No Cost)
- 24-hour Roadside Assistance \$0 (No Cost)

Safety & Convenience

- Ten airbags —includes driver and front passenger Advanced Airbag
- Star Safety System™—includes Enhanced Vehicle Stability Control

- System, driver, front passenger and second-row outboard seat-mounted side airbags, driver knee airbag, front passenger seat-cushion airbag, side curtain airbags
- Tire Pressure Monitor System (TPMS) with direct pressure readout and individual tire location alert
 - Tire repair kit
 - Adjustable seatbelt anchors on front and outboard second-row seats and driver and front passenger seatbelt pretensioners with force limiters
 - Hill Start Assist Control (HAC)
 - Blind Spot Monitor (BSM) and Rear Cross-Traffic Alert (RCTA)

- (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)
- Child-protector rear door locks
 - 3-point seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/ Emergency Locking Retractors (ALR/ELR) on all passenger seatbelts
 - Five LATCH (Lower Anchors and Tethers for Children) locations: includes lower anchors on all three second-row seats, and passenger-side and center third-row seats
 - Toyota Safety Sense™ 2.0 —Pre-Collision System with Pedestrian Detection, Lane Departure Alert with Steering Assist, Lane Tracing Assist, Automatic High Beams, Full-Speed Range Dynamic Radar Cruise Control, Road Sign Assist
 - Anti-theft system with alarm and engine immobilizer

Connected Services

- Wi-Fi Connect —includes AT&T Wi-Fi hotspot. Subscription required after trial. 4G network dependent. Up to 30-day/2 GB trial subscription
- Service Connect —receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Safety Connect® —includes Emergency Assistance Button, Enhanced Roadside Assistance, Automatic Collision Notification, and Stolen Vehicle Locator. Subscription required. 1-year trial subscription. 4G network dependent. 1-year trial subscription

*

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is not meant to replace or substitute the actual window sticker on the vehicle. Toyota Motor Sales, U.S.A., Inc. is not responsible and disclaims any liability for inaccuracies. Please contact your dealer with any questions or if you require additional information.



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Resolution No. 2024-53 - A Resolution Authorizing the City of Windsor Heights Iowa to Submit Sites to the MPO for Electric Vehicle Charging Stations

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2024-53 - A Resolution Authorizing the City of Windsor Heights Iowa to Submit Sites to the MPO for Electric Vehicle Charging Stations
2. EV Charger Cost Estimate 2023

RESOLUTION NO. 2024-53

A RESOLUTION AUTHORIZING THE CITY OF WINDSOR HEIGHTS, IOWA TO SUBMIT SITES TO A REGIONAL JOINT APPLICATION FOR FUNDING FROM THE FEDERAL HIGHWAY ADMINISTRATION'S CHARGING & FUELING INFRASTRUCTURE DISCRETIONARY GRANT PROGRAM (CFI) FOR A SITE AT COLBY PARK TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION (MPO) FOR INCLUSION AND FURTHER APPROVING THE APPLICATION WHICH OBLIGATES THE CITY OF WINDSOR HEIGHTS TO MATCHING FUNDS OF AT LEAST 20% FOR THE CONSTRUCTION OF SAID PROJECT IF FUNDING IS GRANTED

WHEREAS, the City of Windsor Heights, Iowa is a full member of the Des Moines Area Metropolitan Planning Organization; and

WHEREAS, the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program provides funding to local jurisdictions for the construction of eligible projects; and

WHEREAS, the Des Moines Area Metropolitan Planning Organization will be submitting a joint regional application to the program based on the cumulation of each interested jurisdiction's proposed sites.

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

1. The City Council supports and approves the attached proposed sites for the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program to be added to the regional application funding.
2. The City Council hereby commits the City of Windsor Heights to matching monies as required by the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program funding (at least 20% match).
3. The City of Windsor Heights hereby commits to the standards and reporting required of this funding program and will work with the Des Moines Area Metropolitan Planning Organization collect that data.
4. The Mayor and City Clerk are hereby authorized to approve and execute the application on behalf of the City of Windsor Heights.

Passed and approved the 19th day of August 2024.

Mike Jones, Mayor

Attest: Adam Strait, City Clerk

City of Windsor Heights, Iowa

Colby Park

SITE 1

OPINION OF PROBABLE COSTS

05/31/2023



**BOLTON
& MENK**

Real People. Real Solutions.

Item No.	Description	Unit	Quantity	Price	Extension
1	Mobilization	LS	1	\$ 7,225.00	\$ 7,000.00
2	EV Charging Station Pedestal - Level 2	EA	2	\$ 30,000.00	\$ 60,000.00
3	CT Cabinet	EA	1	\$ 15,000.00	\$ 15,000.00
4	MidAmerican Cost	LS	1	\$ 30,000.00	\$ 30,000.00
5	Environmental Memorandum	LS	1	\$ 4,000.00	\$ 4,000.00
6	Utility Coordination	LS	1	\$ 3,500.00	\$ 3,500.00
7	PCC Pavement	SY	80	\$ 100.00	\$ 8,000.00
8	Removal of Existing Pavement	SY	80	\$ 20.00	\$ 1,600.00
9	Painted Pavement Markings	LS	1	\$ 1,000.00	\$ 1,000.00
10	Bollards	EA	4	\$ 350.00	\$ 1,400.00
11	5 Year Maintenance Agreement	EA	2	\$ 10,000.00	\$ 20,000.00

Subtotal Construction

\$ 151,500.00

Construction Contingencies 20%

\$ 30,300.00

Opinion of estimated Construction Cost

\$ 181,800.00

Design, Plans and Specifications

\$ 9,000.00

Construction Contract Administration

\$ 4,000.00

Construction Staking

\$ 2,000.00

Resident Project Representative - Full Time

\$ 7,000.00

Subtotal Engineering

\$ 22,000.00

TOTAL OPINION OF IMPROVEMENT COST

\$ 203,800.00

This is last year's estimate for two chargers. The likely city match for two units (four connections) is approximately \$32,000.



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM: Mike Jones, Mayor

SUBJECT: Approve Resolution No. 2024-52 - A Resolution Approving Sarah Engquist's Committee Appointments

GENERAL INFORMATION

Sarah Engquist, of 6503 Del Matro Avenue, has applied to be on both the Public Safety and Public Works Committee. I have communicated with her and feel that she is an appropriate candidate to serve. She has been a resident since 2022 and her education/employment background includes: Grand View University - Bachelors in Accounting and Finance, University of Northern Iowa Masters in Accounting, State of Iowa Auditor 2020 to 2022, UnityPoint Health 2022 to 2023, Adjunct Professor for Grand View, Drake, Simpson, DMACC 2022 to present.

SUMMARY

I would ask Council to appoint Sarah Engquist to the Public Safety and Public Works Committee.

ATTACHMENTS

1. Resolution No. 2024-52 A Resolution Approving Committee Appointment

RESOLUTION NO. 2024-52

A RESOLUTION APPROVING SARAH ENGQUIST’S COMMITTEE APPOINTMENTS

WHEREAS, the City of Windsor Heights, Iowa is a duly organized municipality within Polk County; and

WHEREAS, the Mayor shall appoint or reappoint individuals as members to various boards, commissions and committees; and

WHEREAS, the Mayor wishes to appoint Sarah Engquist to the Public Safety and Public Works Committees.

NOW, THEREFORE BE IT HEREBY RESOLVED by the City of Windsor Heights City Council that it hereby approves the Mayor’s appointment Sarah Engquist to the Public Safety and Public Works Committees.

Passed and Approved this 19th Day of August, 2024.

Mayor Mike Jones

Attest:

Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration to Authorize City Administrator to Execute Managed IT Service Provider Agreement With Iowa Solutions, Inc

GENERAL INFORMATION

A RFP was distributed to ten reputable IT companies providing services in the Metro, including the City's current provider Aureon. Administration discussed Managed IT Service needs with seven companies and a panel of staff along with Derek Meyer met with five companies to conduct Q&A and follow-ups.

Consensus among the panel is that IA Solutions offered the most affordable solution that met the City's requirements for service quality, data backup, IT planning and onsite/offsite service. Administration has contacted both of their references (Mt. Vernon and Iowa Regional Utilities Association) and received positive feedback.

Administration requests approval to enter into a one-year contract with IA Solutions, thereafter month to month, with the following summarized terms.

One-time Onboarding Costs:

- \$5,264 hardware costs for firewalls which are currently rented from Aureon, installation and configuration.
- \$3,140 switchover costs including critical updates, implementation of MFA and setup of new backup systems.

Monthly Recurring Costs:

- \$1,690 Device management, site monitoring, offsite storage & backup
- \$2,000 Unlimited onsite and offsite support, hardware & software procurement, IT planning

This agreement includes a bi-weekly onsite four hours with our primary assigned tech Dean, to monitor servers and assist with any IT related issues the City requests included audio visual, printers or other issues. Iowa Solutions will provide monthly reports detailing IT system

performance, device status, server space, utilization, compliance status and other relevant metrics.

The contractual annual cost of \$44,280 is slightly below the City's budgeted \$50,800 for IT technology/professional services. Services are expected to begin on or about September 1st.

A paper copy of the contract with more detailed software and hardware information is available upon at the dais.

About [Iowa Solutions](#)

Iowa Solutions is pleased to submit this proposal to provide comprehensive IT managed services to the City of Windsor Heights. Our company, with personnel located in the Des Moines Metro (Clive facility), has extensive experience in managing and supporting IT infrastructure for municipal and government clients. We understand the critical role of IT in ensuring the smooth operation of city services and are committed to delivering high-quality, reliable, and secure IT solutions.

Iowa Solutions has been providing managed services for over 25 years, specializing in supporting municipalities and government agencies. Our team of certified professionals is experienced in handling the unique challenges faced by public sector organizations. We offer a comprehensive range of services tailored to meet the specific needs of our clients, ensuring their IT environments are secure, efficient, and compliant with all relevant regulations.

Our team includes certified professionals with extensive experience in managing municipal IT environments. Key personnel assigned to this project include 25 staff. Windsor Height's primary assigned techs are: Tyler Gillmore: A+ certified with over 10 years of experience and Dean Appleget: A+ certified with over 3 years of experience.

ATTACHMENTS

None



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of 74th St. Professional Services Agreement

GENERAL INFORMATION

The City's CIP includes FY2026 reconstruction of 74th St. for a total estimated cost of \$3.55 million. 74th St. has a low PCI rating and a high number of water main breaks. The street's storm sewer are also in a state of disrepair and an open storm water trench north of 1810 74th St. will be enclosed as part of the project. Sidewalks are already in place on the west side of 74th. ROW tree plantings will be considered as part of the design.

This proposed \$240,000 design contract includes the following tentative schedule subject to a variety of factors including DMWW design timeline and obtaining necessary easements for storm water improvements:

- Topographic Survey: September 2024
- Geotechnical Investigation: September 2024
- Public Informational Meeting: October 2024
- 60% Design Review: December 2024
- Public Informational Meeting: January 2025
- 90% Design Review: February 2025
- Bidding Phase: March 2025
- Construction Award: March 2025
- Construction Start: Spring 2025

The above tentative schedule would have work begin in FY2025 with the bulk of expenses/construction occurring and concluding in FY2026. Funding for the project is LOSST, water capital improvement fund and the storm water capital improvement fund.

The tentative timing of this project may be attractive to other contractors already working in Windsor Heights as 68th St. and 73rd will also be under construction next year. However, timing of the project would be appropriate to push back to calendar year 2026 if 73rd St. construction experiences further delays or if the bid climate is not advantageous in spring 2025.



ATTACHMENTS

1. 74th Street Proposal

PROFESSIONAL SERVICES AGREEMENT

Bolton & Menk, Inc.

Date of Agreement: 8/19/2024

430 E Grand Ave, Suite 101

Des Moines, IA 50309

Ph. (515) 259-9190

Bolton & Menk Project No: _____

Project Manager (PM): Justin Ernst

PM Phone No. or Ext.: 515-318-8082

(Hereinafter referred to as "BMI")

Client Name: City of Windsor Heights Phone No: 515-279-3662

Client Address: 1445 66th Street Other Phone: _____

Client Address: Suite 1 Email Contact: aplagge@windsorheights.org

City: Windsor Heights State: Iowa Zip: 50324

(Hereinafter referred to as "Client")

☐ Client is Property Owner

☐ Client is Agent or Other (Not Property Owner)

Billing Name: _____ Phone No: _____

Billing Address: _____ Other Phone: _____

Billing Address: _____ Email Contact: _____

City: _____ State: _____ Zip: _____

(Insert Billing Address if Different)

Property Owner Name: _____

Property Owner Address: _____

Legal Description (or attach): _____

Scope of Services (or attach): See attached scope of services (Exhibit I) for 74th Street Improvements

Fee Arrangement: Hourly, Not-to-Exceed; \$240,000

Special Conditions: The services described in this Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk and the City of Windsor Heights dated February 6, 2017 and approved by the Windsor Heights City Council on February 6, 2017 unless modified by this Work Order.

☐ Payment Due Prior to Release of Deliverables ☐ Retainer & Amount \$ _____

BMI and CLIENT agree to the Terms and Conditions as stated above and on the reverse side of this Agreement, including Limitation of Liability. The undersigned represents that it is the CLIENT and authorized to accept this Agreement. The undersigned accepts full financial responsibility for all services and costs of collection incurred by BMI, including reasonable attorney fees, in the event of CLIENT'S default, unless "Additional Guarantee of Payment" is also executed by a person(s) or firm guaranteeing payment.

CLIENT acknowledges that it is the owner of the property described above or is a legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

OFFERED by Bolton & Menk, Inc.

Justin Ernst, PE, Principal Engineer

Print Name/Title

Signature and Date

8/13/2024

ACCEPTED by CLIENT:

Print Name/Title

Signature and Date

ADDITIONAL GUARANTEE OF PAYMENT: I/We accept the Terms and Conditions as stated above and on the reverse side of this Agreement and personally guarantee payment of all obligations for services to be provided by BMI under this Agreement. I/We further agree to pay all costs of collection incurred by BMI, including reasonable attorney's fees.

Print Name/Title

Signature and Date

Terms and Conditions

Bolton & Menk (BMI) shall perform the services outlined in this agreement for the stated fee arrangement.

Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and prior to release of deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice. To pay by credit card, please contact us for project number and/or invoice number and enter into our credit card link at: <https://www.e-billexpress.com/ebpp/BoltonMenk/>

Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

Information from Client: Except as otherwise noted, Client agrees to provide BMI with all site information necessary to complete its services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided on the project.

Ownership of Documents: All documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents may not be reused by the Client for any other project or use by others without the written consent of BMI.

Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time. Such certifications are not intended and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot ascertain.

Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed **total compensation paid to BMI**. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

LIEN RIGHTS - IA: Pursuant to the representations by the CLIENT and to the extent permitted by Iowa Law for the improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT.

Termination of Services: This agreement may be terminated by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

EXHIBIT I
SCOPE OF SERVICES BY CONSULTANT
74TH STREET IMPROVEMENTS PROJECT
CITY OF WINDSOR HEIGHTS, IOWA

I. SCOPE OF SERVICES

Bolton & Menk, Inc., hereafter known as CONSULTANT, agrees to provide professional services required for the engineering design of 74th Street between Wilshire Boulevard and College Drive. The scope is broken into one task, Design Phase Services, and the work included is as follows:

TASK I – DESIGN PHASE SERVICES

For purposes of this specific project, Design Phase Services to be provided by CONSULTANT are as follows:

Subtask A – Project Initiation and Project Management

1. CONSULTANT will facilitate a project kick-off meeting with CLIENT staff to accomplish the following:
 - a. Review and confirm the scope of the project.
 - b. Review available information relative to the project.
 - c. Review and discuss specific infrastructure issues and CLIENT’S current design standards as they relate to the proposed improvements on this project.
 - d. Review and verify project schedules.
 - e. Conduct a field review of project area by CONSULTANT and CLIENT representatives.
2. CONSULTANT will coordinate progress with CLIENT after the initial kickoff meeting. These meetings will discuss findings, issues, schedule, and needs to keep the project progressing.
3. CONSULTANT will provide project and contract administration services throughout the duration of the project.
4. CONSULTANT will facilitate project communication throughout the duration of the project. (Including distributing meeting minutes in a timely manner).
5. CONSULTANT will coordinate with Des Moines Water Works as needed to complete the design of the project.
6. CONSULTANT will identify private utility conflicts and required relocation during design. It is understood that existing utility locations will be taken from as constructed information or as marked in the field.
 - a. During the field data collection phase, CONSULTANT will complete an Iowa One Call to identify the utilities within the project corridor. CONSULTANT will attend up to two (2) in-person utility coordination meetings with affected utilities to review the proposed construction and identify conflicts and required relocation. Utility coordination will be discussed again at the preconstruction meeting.
 - b. CONSULTANT will prepare an existing conditions mapping, and project public utility removal plans for inclusion in the construction documents.

Subtask B – Public Involvement

1. CONSULTANT will organize and conduct a public informational meeting. This meeting will inform the community on the general design direction for the project. The time and location of the meeting will be coordinated with the CLIENT.
2. CONSULTANT will organize and conduct a public informational meeting at 60% design stage. This meeting will inform the community on the general design direction for the project. The time and location of the meeting will be coordinated with the CLIENT.

Subtask C – Data Collection

1. CONSULTANT will collect topographic survey of the 68th Street corridor public right-of-way which will include:
 - a. Horizontal and vertical location of existing surface improvements
 - b. Horizontal and vertical location of CLIENT utilities – sanitary sewer, watermain and storm sewer
 - c. Locate private utilities (natural gas, telephone, CATV, electric, watermain, etc.) based on field marking or other information from utility owners.
 - d. Identify property corners to determine ROW limits.
 - e. Survey existing ground to create surface model and contours for the site.
 - f. CAD drafting to create project mapping of the project area.
2. CONSULTANT will identify any necessary temporary and permanent easements and/or acquisitions throughout the project during the design process. The CONSULTANT will report the necessary acquisitions to the CLIENT. Additional services will need to be agreed upon for further assistance.

Deliverables:

Base map in PDF and CAD format

Subconsultant Task: Geotechnical Investigation and Analysis

1. CONSULTANT will subcontract a Geotechnical subconsultant to perform geotechnical exploration program including field investigations and laboratory testing. The geotechnical services for this task shall consist of:
 - a. Soil and pavement boring location and depths with testing requirements.
 - b. Evaluation of subgrade stabilization alternatives as needed.
 - c. Vehicular pavement section design using SUDAS guidance (assumes no previous pavement design).
 - d. Preparation of Geotechnical Report. SUBCONSULTANT will prepare a draft geotechnical report summarizing results of field exploration and laboratory testing programs, boring logs, lab test data, subgrade evaluations, pavement section design and soil infiltration rates. This task will include an effort to incorporate geotechnical analysis and recommendations into roadway, drainage, water main and sanitary sewer design elements.

Deliverables:

Final Geotechnical Report: submitted electronically in PDF format.

Subtask D – Construction Drawings

1. CONSULTANT will perform aspects of design needed for the construction of 74th Street. 60% (Preliminary) and 90% (Final) plans and specifications will be provided to the City for review and approval. CONSULTANT will also submit plans as required by Des Moines Water Works. The plan elements include:

- a. **Title and General Information Sheets (A Sheets).** The title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.
- b. **Typical Cross Sections (B Sheets).** The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements. The Typical Cross Sections will be used for the proposed improvements as well as determination of the limits that each section will apply.
- c. **Estimate of Quantities (C Sheets).** This includes determination of the bid items to be included in the project, along with an estimate of quantities for each item. Estimate Reference Notes (ERN) will be developed to assist the contractor in bidding on the project. Erosion Control and Restoration sheets will be included in the C sheets. Sheets include the design of erosion control measures and surface restoration to be provided on the Project.
- d. **Plan and Profiles (D Sheets).** Plan and profile sheets will show the existing and proposed horizontal and vertical roadway alignment of the corridor. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. The scale of these sheets will be 1"=20'.
- e. **Removal Plans (F Sheets).** This includes the design and drafting of the removal limits of the existing infrastructure inside of the project area. The plan includes the removals of pavement and underground utilities.
- f. **Survey Plans (G Sheets).** This includes the drafting of the survey information for the project. The plan includes the bench marks, control points main centerline data, alignment data table and control point data table
- g. **Traffic Control and Staging (J Sheets).** Plan includes anticipated construction scheduling and staging of the Project, highlighting traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).
- h. **Geometrics and Jointing Sheets (L Sheets)** Plans will refine intersection geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. The scale of these plan sheets will be 1"=20'.
- i. **Underground Utilities (M Sheets).** Plans include storm sewer, sanitary sewer, and water main design. These drawings will show identified locations of franchise utilities and critical crossings. Sheets may be combined depending on clarity of the plans.
 - i. **Storm Sewer Sheets (M1 Sheets).** Storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Plans show storm sewer horizontal and vertical profiles, unless shown on applicable D sheets, that will show the existing topography, proposed improvements, storm sewer profile, and structure locations. Structure tables and storm sewer cross will be included. The scale of these plan sheets will be 1"=20'.
 - ii. **Sanitary Sewer Design (M2 Sheets).** Plans show sanitary plan and profile sheets that will show the existing topography, proposed improvements, sanitary sewer profile, and manhole locations. Plans include sanitary sewer structure tables. The scale of these plan sheets will be 1"=20'.
 - iii. **Water Main Design (M3. Sheets).** Des Moines Water Works will be providing the design of the water main and providing plans to the CONSULTANT to incorporate into the plan set.
- j. **Erosion and Sediment Sheets (R Sheets).** This task consists of design and drafting associated with erosion and sediment control.
- k. **Sidewalk and Curb Ramp Design (S Sheets).** Curb ramp layout will be in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations

alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

1. **Detailed Cross Sections (W & X Sheets).** This task consists of design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.
2. **Project Manual:** CONSULTANT will prepare a project manual for the project in accordance with Iowa SUDAS and City of Windsor Heights standards. Project Manual will be provided at the 90% design phase. Des Moines Water works will be creating and providing water main related specifications that will be incorporated into the project manual.
3. **Engineer's Estimate:** CONSULTANT will prepare an Opinion of Probable Cost (OPC) with breakdowns provided for the various construction elements. An OPC will be provided at the 60% and 90% Design phases.
4. **CLIENT Review:** Plans will be reviewed with CLIENT at the 60%, and 90% complete stages. The project manual will be reviewed with CLIENT at the 90% complete stage. If required, changes will be made to the contract documents based on CLIENT's review and comments. The final contract documents will be presented to the CLIENT for approval.

Subtask E – Bidding Phase

CONSULTANT will provide the following bidding assistance for one bidding of the project:

- A. Assist CLIENT in the preparation of advertisement for bids and submittal to the local newspaper and other required publications, secure affidavits of publication.
- B. Post advertisement for bids on CONSULTANT's website.
- C. Upon request by prospective bidders, subcontractors or suppliers, CONSULTANT will distribute copies of the contract/bidding documents – hard copy or electronic documents, or both. A nominal refundable fee may be charged for bidding documents.
- D. Maintain and update plan holders list throughout bidding period.
- E. Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required.
- F. Assist CLIENT with the public opening and reading of the bids.
- G. Review bids and prepare bid tabulation and abstract of all bid items.
- H. Conduct pre-award review of the low bidder and significant subcontractors and perform other research to investigate capabilities and qualifications of the low bidder.
- I. Assist CLIENT in preparing recommendation for CLIENT Council regarding the award of the bid. CONSULTANT will attend CLIENT Council meeting to answer any questions regarding the recommendation.

II. ADDITIONAL SERVICES

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

1. Subsurface utility investigation
2. Real estate acquisition services
3. Streetscape design
4. Water main design
5. Construction Administration

III. PROPOSED SCHEDULE

The anticipated project schedule is as follows, with additional dates inserted to accommodate CLIENT review:

- Topographic Survey: September 2024
- Geotechnical Investigation: September 2024
- Public Informational Meeting: October 2024
- 60% Design Review: December 2024
- Public Informational Meeting: January 2025
- 90% Design Review: February 2025
- Bidding Phase: March 2025
- Construction Award: March 2025
- Construction Start: Spring 2025

Schedule is contingent on Des Moines Water Works water main design schedule.

IV. ESTIMATED FEES:

The fees for the completion of the above scope are:

<u>Task I – Design Phase Services:</u>	<u>\$240,000.00</u>
Total	\$240,000.00



STAFF REPORT
CITY COUNCIL
August 19, 2024

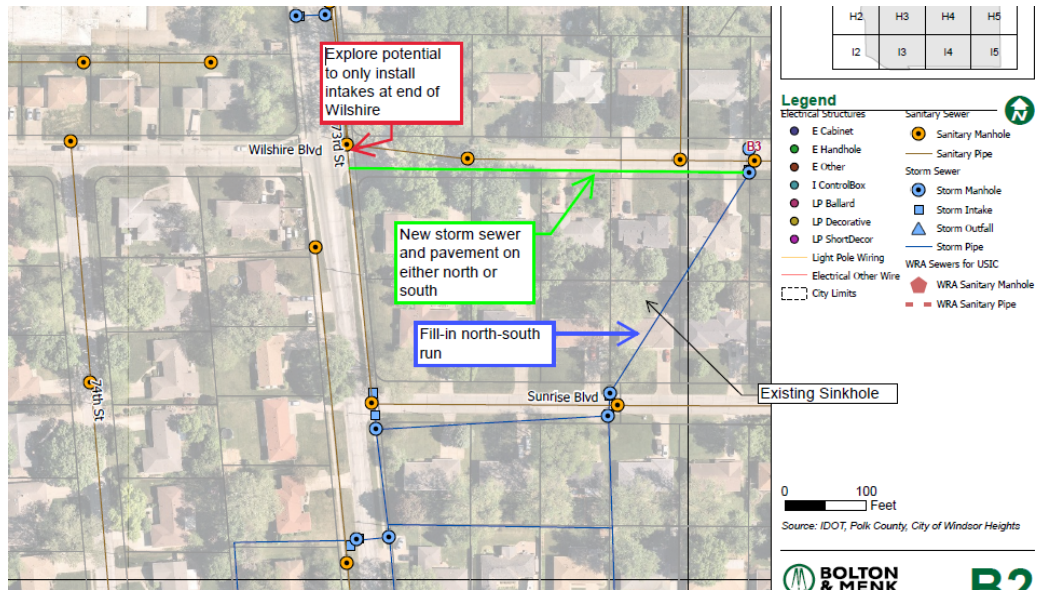
TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Wilshire Blvd Storm Sewer Professional Services Agreement

GENERAL INFORMATION

This action authorizes up to \$49,000 in design work to resolve an outstanding storm sewer issue along Wilshire Blvd. Currently storm sewer pipes run through back yards to 73rd street's storm sewer on and between Wilshire and Forest Ct. The long-term objective is to eventually move all storm sewer pipes in this area from backyards to the ROW as the existing storm sewer pipes are aging, difficult to access and in some instances collapsing. This design contract will first look at whether the Wilshire storm sewer intakes could be located to the west end of Wilshire eliminating the need to tear up a portion of Wilshire for installation of new storm sewer. Barring relocation of the intakes being a viable option, this project plans to remove concrete along a section of Wilshire, install storm sewer pipe, replace the concrete and fill in the existing storm sewer pipe to stop further sink holes from occurring. The estimated project cost, presuming relocation of the intakes is not viable, is \$640,000 and would be primarily paid for from the storm sewer capital improvement fund.



The anticipated project schedule is as follows but is subject to adjacent construction:

- Topographic Survey: September 2024
- Public Informational Meeting: October 2024
- 60% Design Review: October 2024
- 90% Design Review: November 2024
- Bidding Phase: December 2024/January 2025
- Construction Award: January 2025
- Construction Start: Spring/Summer 2025

ATTACHMENTS

1. Wilshire Blvd Proposal

PROFESSIONAL SERVICES AGREEMENT

Bolton & Menk, Inc.

Date of Agreement: 8/19/2024

**430 E Grand Ave, Suite 101
Des Moines, IA 50309
Ph. (515) 259-9190**

Bolton & Menk Project No: _____
Project Manager (PM): Justin Ernst
PM Phone No. or Ext.: 515-318-8082

(Hereinafter referred to as "BMI")

Client Name: City of Windsor Heights Phone No: 515-279-3662
Client Address: 1445 66th Street Other Phone: _____
Client Address: Suite 1 Email Contact: aplagge@windsorheights.org
City: Windsor Heights State: Iowa Zip: 50324

(Hereinafter referred to as "Client")

☐ Client is Property Owner ☐ Client is Agent or Other (Not Property Owner)

Billing Name: _____ Phone No: _____
Billing Address: _____ Other Phone: _____
Billing Address: _____ Email Contact: _____
City: _____ State: _____ Zip: _____

(Insert Billing Address if Different)

Property Owner Name: _____
Property Owner Address: _____
Legal Description (or attach): _____
Scope of Services (or attach): See attached scope of services (Exhibit I) for Wilshire Blvd Storm Sewer Improvements
Fee Arrangement: Hourly, Not-to-Exceed; \$49,000
Special Conditions: The services described in this Work Order will be consistent with the terms and conditions described in the Agreement for Professional Services between Bolton & Menk and the City of Windsor Heights dated February 6, 2017 and approved by the Windsor Heights City Council on February 6, 2017 unless modified by this Work Order.

☐ Payment Due Prior to Release of Deliverables ☐ Retainer & Amount \$ _____

BMI and CLIENT agree to the Terms and Conditions as stated above and on the reverse side of this Agreement, including Limitation of Liability. The undersigned represents that it is the CLIENT and authorized to accept this Agreement. The undersigned accepts full financial responsibility for all services and costs of collection incurred by BMI, including reasonable attorney fees, in the event of CLIENT'S default, unless "Additional Guarantee of Payment" is also executed by a person(s) or firm guaranteeing payment.

CLIENT acknowledges that it is the owner of the property described above or is a legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

OFFERED by Bolton & Menk, Inc.

Justin Ernst, PE, Principal Engineer

Print Name/Title

Signature and Date

8/13/2024

ACCEPTED by CLIENT:

Print Name/Title

Signature and Date

ADDITIONAL GUARANTEE OF PAYMENT: I/We accept the Terms and Conditions as stated above and on the reverse side of this Agreement and personally guarantee payment of all obligations for services to be provided by BMI under this Agreement. I/We further agree to pay all costs of collection incurred by BMI, including reasonable attorney's fees.

Print Name/Title

Signature and Date

Terms and Conditions

Bolton & Menk (BMI) shall perform the services outlined in this agreement for the stated fee arrangement.

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Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

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Information from Client: Except as otherwise noted, Client agrees to provide BMI with all site information necessary to complete its services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided on the project.

Ownership of Documents: All documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents may not be reused by the Client for any other project or use by others without the written consent of BMI.

Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time. Such certifications are not intended and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot ascertain.

Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed **total compensation paid to BMI**. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

LIEN RIGHTS - IA: Pursuant to the representations by the CLIENT and to the extent permitted by Iowa Law for the improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT.

Termination of Services: This agreement may be terminated by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

EXHIBIT I
SCOPE OF SERVICES BY CONSULTANT
WILSHIRE BLVD STORM SEWER IMPROVEMENTS
CITY OF WINDSOR HEIGHTS, IOWA

I. SCOPE OF SERVICES

Bolton & Menk, Inc., hereafter known as CONSULTANT, agrees to provide professional services required for the engineering design of Wilshire Boulevard storm sewer. The scope is broken into one task, Design Phase Services, and the work included is as follows:

TASK I – DESIGN PHASE SERVICES

For purposes of this specific project, Design Phase Services to be provided by CONSULTANT are as follows:

Subtask A – Project Initiation and Project Management

1. CONSULTANT will facilitate a project kick-off meeting with CLIENT staff to accomplish the following:
 - a. Review and confirm the scope of the project.
 - b. Review available information relative to the project.
 - c. Review and discuss specific infrastructure issues and CLIENT’S current design standards as they relate to the proposed improvements on this project.
 - d. Review and verify project schedules.
 - e. Conduct a field review of project area by CONSULTANT and CLIENT representatives.
2. CONSULTANT will coordinate progress with CLIENT after the initial kickoff meeting. These meetings will discuss findings, issues, schedule, and needs to keep the project progressing.
3. CONSULTANT will provide project and contract administration services throughout the duration of the project.
4. CONSULTANT will facilitate project communication throughout the duration of the project. (Including distributing meeting minutes in a timely manner).
5. CONSULTANT will identify private utility conflicts and required relocation during design. It is understood that existing utility locations will be taken from as constructed information or as marked in the field.
 - a. During the field data collection phase, CONSULTANT will complete an Iowa One Call to identify the utilities within the project corridor. CONSULTANT will attend up to two (2) in-person utility coordination meetings with affected utilities to review the proposed construction and identify conflicts and required relocation. Utility coordination will be discussed again at the preconstruction meeting.
 - b. CONSULTANT will prepare an existing conditions mapping, and project public utility removal plans for inclusion in the construction documents.

Subtask B – Public Involvement

1. CONSULTANT will organize and conduct a public informational meeting. This meeting will inform the community on the general design direction for the project. The time and location of the meeting will be coordinated with the CLIENT.

Subtask C – Data Collection

1. CONSULTANT will collect topographic survey of the 68th Street corridor public right-of-way which will include:
 - a. Horizontal and vertical location of existing surface improvements
 - b. Horizontal and vertical location of CLIENT utilities – sanitary sewer, watermain and storm sewer
 - c. Locate private utilities (natural gas, telephone, CATV, electric, watermain, etc.) based on field marking or other information from utility owners.
 - d. Identify property corners to determine ROW limits.
 - e. Survey existing ground to create surface model and contours for the site.
 - f. CAD drafting to create project mapping of the project area.
2. CONSULTANT will identify any necessary temporary and permanent easements and/or acquisitions throughout the project during the design process. The CONSULTANT will report the necessary acquisitions to the CLIENT. Additional services will need to be agreed upon for further assistance.

Deliverables:

Base map in PDF and CAD format

Subtask D – Construction Drawings

1. CONSULTANT will perform aspects of design needed for the construction of storm sewer on Wilshire Blvd. 60% (Preliminary) and 90% (Final) plans and specifications will be provided to the City for review and approval. The plan elements include:
 - a. **Title and General Information Sheets (A Sheets).** The title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.
 - b. **Typical Cross Sections (B Sheets).** The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements. The Typical Cross Sections will be used for the proposed improvements as well as determination of the limits that each section will apply.
 - c. **Estimate of Quantities (C Sheets).** This includes determination of the bid items to be included in the project, along with an estimate of quantities for each item. Estimate Reference Notes (ERN) will be developed to assist the contractor in bidding on the project. Erosion Control and Restoration sheets will be included in the C sheets. Sheets include the design of erosion control measures and surface restoration to be provided on the Project.
 - d. **Plan and Profiles (D Sheets).** Plan and profile sheets will show the existing and proposed horizontal and vertical roadway alignment of the corridor. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. The scale of these sheets will be 1"=20'.
 - e. **Removal Plans (F Sheets).** This includes the design and drafting of the removal limits of the existing infrastructure inside of the project area. The plan includes the removals of pavement and underground utilities.

- f. **Survey Plans (G Sheets).** This includes the drafting of the survey information for the project. The plan includes the bench marks, control points main centerline data, alignment data table and control point data table
 - g. **Traffic Control and Staging (J Sheets).** Plan includes anticipated construction scheduling and staging of the Project, highlighting traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).
 - h. **Underground Utilities (M Sheets).** Plans include storm sewer, sanitary sewer, and water main design. These drawings will show identified locations of franchise utilities and critical crossings. Sheets may be combined depending on clarity of the plans.
 - i. **Storm Sewer Sheets (M1 Sheets).** Storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Plans show storm sewer horizontal and vertical profiles, unless shown on applicable D sheets, that will show the existing topography, proposed improvements, storm sewer profile, and structure locations. Structure tables and storm sewer cross will be included. The scale of these plan sheets will be 1"=20'.
 - i. **Erosion and Sediment Sheets (R Sheets).** This task consists of design and drafting associated with erosion and sediment control.
 - j. **Curb Ramp Design (S Sheets).** Curb ramp layout will be in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.
2. **Project Manual:** CONSULTANT will prepare a project manual for the project in accordance with Iowa SUDAS and City of Windsor Heights standards. Project Manual will be provided at the 90% design phase.
 3. **Engineer's Estimate:** CONSULTANT will prepare an Opinion of Probable Cost (OPC) with breakdowns provided for the various construction elements. An OPC will be provided at the 60% and 90% Design phases.
 4. **CLIENT Review:** Plans will be reviewed with CLIENT at the 60%, and 90% complete stages. The project manual will be reviewed with CLIENT at the 90% complete stage. If required, changes will be made to the contract documents based on CLIENT's review and comments. The final contract documents will be presented to the CLIENT for approval.

Subtask E – Bidding Phase

CONSULTANT will provide the following bidding assistance for one bidding of the project:

- A. Assist CLIENT in the preparation of advertisement for bids and submittal to the local newspaper and other required publications, secure affidavits of publication.
- B. Post advertisement for bids on CONSULTANT's website.
- C. Upon request by prospective bidders, subcontractors or suppliers, CONSULTANT will distribute copies of the contract/bidding documents – hard copy or electronic documents, or both. A nominal refundable fee may be charged for bidding documents.
- D. Maintain and update plan holders list throughout bidding period.
- E. Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required.
- F. Assist CLIENT with the public opening and reading of the bids.
- G. Review bids and prepare bid tabulation and abstract of all bid items.

- H. Conduct pre-award review of the low bidder and significant subcontractors and perform other research to investigate capabilities and qualifications of the low bidder.
- I. Assist CLIENT in preparing recommendation for CLIENT Council regarding the award of the bid. CONSULTANT will attend CLIENT Council meeting to answer any questions regarding the recommendation.

II. ADDITIONAL SERVICES

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

1. Subsurface utility investigation
2. Real estate acquisition services
3. Streetscape design
4. Water main design
5. Construction Administration

III. PROPOSED SCHEDULE

The anticipated project schedule is as follows, with additional dates inserted to accommodate CLIENT review:

- Topographic Survey: September 2024
- Public Informational Meeting: October 2024
- 60% Design Review: October 2024
- 90% Design Review: November 2024
- Bidding Phase: December 2024/January 2025
- Construction Award: January 2025
- Construction Start: Spring/Summer 2025

IV. ESTIMATED FEES:

The fees for the completion of the above scope are:

<u>Task I – Design Phase Services:</u>	<u>\$49,000.00</u>
Total	\$49,000.00



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM:

SUBJECT: Consideration of the 2nd Reading of Ordinance No. 2024-06 - An Ordinance Amending Chapter 156, Revising Subsection 102.11.6 To Section 156.04, Of The Code Of Ordinances For The City Of Windsor Heights, With Regard To Enforcement Procedures For Rental Housing

GENERAL INFORMATION

ATTACHMENTS

1. 24.06 Rental Inspection Duration

ORDINANCE NO. 2024-06

AN ORDINANCE AMENDING CHAPTER 156, REVISING SUBSECTION 102.11.6 TO SECTION 156.04, OF THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, WITH REGARD TO ENFORCEMENT PROCEDURES FOR RENTAL HOUSING

WHEREAS, the City Council of the City of Windsor Heights previously adopted Chapter 156, the City's Property Maintenance and Rental Housing Code; and

WHEREAS, the City has adopted the International Property Maintenance Code, subject to the amendments, modifications, additions and deletions set forth in Section 156.04; and

WHEREAS, The City has previously through Ordinance 2024-01 updated rental enforcement measures and contracted with SafeBuilding to conduct enhanced inspections of rental properties

WHEREAS, the City wishes bring rental inspection timelines closer inline with other communities in the metro

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 156, Section 156.04, by adding Subsection 102.11.23 to the City Code to add additional enforcement procedures for rental housing.

SECTION 2. Revised. Revised Subsection 102.11.6 (Regular Inspections) to Section 156.04, Chapter 156 (Property Maintenance and Rental Housing Code), as follows:

102.11.6 Regular inspections and rental certificate duration.

1. The City will contact the property owner to notify them of the necessary steps to renew their rental certificate. If, after reasonable attempts have been made and the property owner is not reachable or fails to respond to notices or other attempts to contact him or her, the City will contact the tenant to outline the steps necessary for rental certificate renewal. Should it become necessary to contact a tenant to facilitate renewal required under this section, the City shall be entitled to collect additional fees from the property owner to compensate the City for the additional cost associated with this alternative inspection method.
2. Upon the first inspection of a rental property, if no violations are documented by the building inspector a valid rental certificate shall be issued for a twenty-four-month period. If on the first inspection, violation(s) are documented, the building inspector shall have the discretion to limit the rental license duration to twelve months. The

duration of a limited rental certificate shall be dependent on the number of violations, property history and/or landlord history.

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: August 5, 2024

2nd Reading: August 19, 2024

3rd Reading:

Publish Date:

Mike Jones, Mayor

(SEAL)

ATTEST:

Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
August 19, 2024

TO: CITY COUNCIL

FROM:

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

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
August 19, 2024

TO: CITY COUNCIL

FROM: Andy Larson

SUBJECT: Public Works Street Patching Report

GENERAL INFORMATION

ATTACHMENTS

1. PW Staff Report Street Patching Program

STAFF REPORT CITY COUNCIL

TO: MAYOR, CITY COUNCIL, CITY ADMINISTRATION

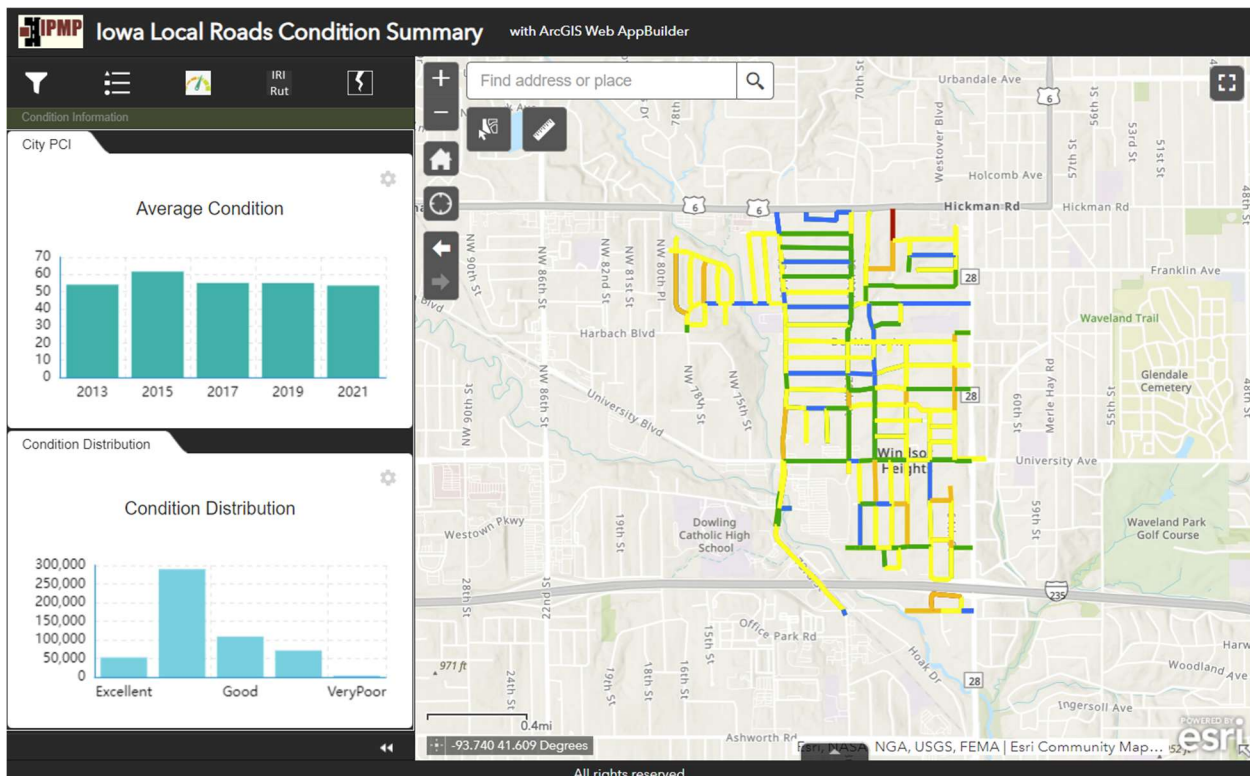
FROM: ANDY LARSON, ASSISTANT PUBLIC WORKS DIRECTOR

DATE: AUGUST 19, 2024

SUBJECT: STREET MAINTENANCE AND PATCHING PROGRAM

General Information:

Public Works would like to inform City Administration and our Elected Officials regarding the department's plan to address roadway infrastructure needs throughout the City of Windsor Heights. The current condition of our pavement is well known, and the department would like to take the opportunity to share our plan to improve this. The Iowa Pavement Management Program (IPMP) is one of 14 centers and programs administered by the Iowa State University Institute for Transportation. Every four years, the IPMP publishes an Iowa Local Roads Condition Summary for the entire State of Iowa. The Des Moines Metropolitan Planning Organization has opted for the IPMP to conduct pavement condition observations every two years on behalf of the Des Moines metro and surrounding communities. This data allows jurisdictions to have another tool to assist in prioritizing road projects and maintenance needs with accurate and up-to-date information. The graphic below shows the latest data for Windsor Heights as of 2021. Data from 2023 will be published later this year.





The Public Works department has placed heightened focus on reviewing the street maintenance program, identifying and purchasing proper equipment, reviewed past practices, data trends, local field observations, and proper methods and techniques when it comes to pavement preservation. The approach we will take to street maintenance simply put is to take the appropriate corrective action for the troubled area. This means instead of simply filling a hole with asphalt, we will take more time cutting out the defective area in its entirety and make a repair that will hold up long term. Every defect in the road is different but the following list outlines the repair techniques that we have at our disposal.

Pavement Repair Methods:

- Filling Potholes
- Cutting Out Defective Areas
- Full Depth Removal and Replacement
- Milling and Overlaying
- Scarifying
- Concrete Joint Repair
- Curb Repair and Replacement

Coupled with the repair methods comes routine maintenance practices. Listed below are applications that we intend to use as routine and preventative maintenance.

Routine and Preventative Maintenance Practices:

- Crack/Joint Sealing
- Pavement Markings

Public Works Staff has and will continue to adjust this approach as necessary. We will incorporate the latest data and improved techniques into our decision making and the work that we complete. Our department will continue to add our input into the CIP along with City Administration and City Engineering. We are grateful for the support from City Administration and our Elected Officials as we work to improve our community. We take pride in the work we do, please understand that this is indeed a process. Our goal with this program is to reverse the downward trend in PCI scores, resulting in providing our City with safe and navigable roadways.



**STAFF REPORT
CITY COUNCIL**
August 19, 2024

TO: CITY COUNCIL

FROM:

SUBJECT: 73rd St. Reconstruction Staff Report And Discussion

GENERAL INFORMATION

ATTACHMENTS

1. 73rd St Reconstruction Staff Report 8.15.24



**BOLTON
& MENK**

Real People. Real Solutions.

MEMORANDUM

Date: August 15, 2024
To: City Council
From: Justin Ernst, PE
Subject: 73rd Street Improvements

The Contractor is working when they can. They had issues with water main testing early on but the most recent delays have been caused by mother nature. Since July 19th, there have been a total of 9 working days (Monday through Friday) lost due to rain and wet conditions out of 14 days. Once it dries up enough, the contractor will be installing rock where the sidewalk once was to give a less muddy place for residents to walk. The current projection for road reopening is approximately four weeks.

Since the project is behind schedule, City staff and the Bolton & Menk team are working with the Contractor to identify options to get another phase done this year. One of those options is to start on phase 5 instead of moving to phase 1 (south end of the project) and doing so prior to completion of Phase 1 to try and ensure work is completed prior to winter.

If Council is supportive of this decision, notices will go out to residents along phase 5 so that work can begin.