



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, September 16, 2024 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST
ZOOM: <https://us02web.zoom.us/j/7832856334>
Meeting ID: 783 285 6334

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

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approval of the Agenda**
3. **Public Forum:** This is time set aside for comments from the public on topics of City business other than those listed on the agenda. No action may be taken. Please come to the podium, state your name and address for the record and keep your comments to no more than 5 minutes.
4. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
 - A. Approve Minutes of the Regular Council Meeting on August 19, 2024
 - B. Approve Financial Reports
 - C. Approve Liquor License - Reclaimed Rails Brewing Co - 6900 School Street
 - D. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 4
 - E. Approve Replacement of Broken Glass Panel in the Community Center
 - F. Approve 2023 Colby Park Improvements Pay Request 8
 - G. Approve 68th Street Reconstruction Project Change Order 1
 - H. Approve 68th Street Reconstruction Project Pay Request 9 -Final
 - I. Approve 68th Street Reconstruction Project Certificate of Completion
 - J. Approve Resolution No. 2024-58 - A Resolution Approving Lauren Probst's Special Events Committee Appointment
5. **Action Items:**
 - A. Discussion on The Windsor's University Avenue Access
 - B. Consideration of a Change Order to Wash, Caulk, Stain and Seal Community Event

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.



Center Patio

- C. Consideration of Resolution No. 2024-55 - A Resolution Approving Deer Management Zone And Establishing Dates For The Special Bow Hunt As September 21st, 2024 Through January 19th, 2025
- D. Consideration of Resolution No. 2024-56 - Resolution Terminating The Metro Home Improvement Program 28E Agreement By And Between The City Of Altoona, City Of Ankeny, City Of Bondurant, City Of Grimes, City Of Polk City, City Of Urbandale, City Of West Des Moines And City Of Windsor Heights, Iowa
- E. Consideration of Resolution 2024-57 - A Resolution Approving And Authorizing The Execution Of A 28e Agreement Between The Cities Of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines, Windsor Heights And The Mid Iowa Planning Alliance For Community Development
- F. Consideration of Resolution No. 2024-59 - A Resolution Authorizing City Administration To Negotiate an Agreement With Walnut Creek Watershed Authority
- G. Consideration of the 3rd 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; and to Adopt and Publish
- H. Consideration of the 1st Reading of Ordinance No. 2024-07 - An Ordinance Amending Chapter 175, Revising Subsection 175.05 To 175.09-04, Of The Code Of Ordinances For The City Of Windsor Heights, With Regard To Design Elements For On-Premises Signs
- I. Consideration of the 1st Reading of Ordinance No. 2024-08 - An Ordinance Amending Chapters 153 And 175, Revising Subsection 175.02 To 175.03, Of The Code Of Ordinances For The City Of Windsor Heights, With Regard To Design Elements For On-Premises Signs

6. Reports:

- A. Mayor, Council Reports and Committee Updates, and Administration Reports
 - i Police Chief Report
 - ii Fire Chief Report
 - iii Mayor Report

7. Adjourn

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



City of Windsor Heights Regular Business Meeting Minutes
Monday, August 19, 2024 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST

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

Mayor Mike Jones called the meeting to order at 6:00 PM. Members present: Susan Skeries, Joseph Jones, Michael Libbie, Lauren Campbell, and Threase Harms (via Zoom). Staff present: City Administrator Adam Plagge, City Finance Director Rachelle Swisher (via Zoom), City Attorney Erin Clanton, Police Chief Pete Roth, Fire Chief Jim Mease (via Zoom), Public Works Supervisor Andy Larson, Deputy City Clerk Nate Leuthold, and City Engineer Justin Ernst with Bolton & Menk.

2. Approval of the Agenda

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

3. Public Hearing on the Disposal of Property to Developer Millang Properties, LLC, The Windsor LLC, and Jensfam LLC

Motion by Michael Libbie to open the public hearing at 6:02 PM. Seconded by Susan Skeries. Motion passed 5-0.

Adam Plagge presented the staff report. No public comment.

Motion by Lauren Campbell to close the public hearing at 6:04 PM. Seconded by Michael Libbie. Motion passed 5-0.

- 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

Motion by Michael Libbie to APPROVE. Seconded by Joseph Jones. Susan Skeries asked for clarification on the size and location of the property. Lauren Campbell asked for clarification a blue box. Adam advised that it was a text box on the web page the image was taken from; it doesn't represent anything physical. Motion passed 5-0.

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

No public comment

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

Mayor Mike Jones moved item I from the Consent Agenda to Action Items. Motion by Joseph Jones to APPROVE. Seconded by Micheal Libbie. Motion passed 5-0.

- 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
- 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:

- I. Approve Purchase of Police Department Hybrid Fleet Vehicle
Motion by Susan Skeries to APPROVE. Seconded by Michael Libbie. Pete Roth presented the staff report. Lauren Campbell appreciated the hybrid minivan and hopes that other cities in the metro follow suit. Motion passed 5-0.
- A. Consideration to Authorize City Administrator to Execute Managed IT Service Provider Agreement With Iowa Solutions, Inc
Motion by Michael Libbie to APPROVE. Seconded by Joseph Jones. Adam Plagge presented the staff report. Susan Skeries asked for clarification regarding the setup cost vs annual cost. Adam advised that the setup cost is a one-time cost not included in the \$44,000/year. Joseph Jones asked how far over budget we would be for the updates; Adam advised that he did not have a final total, but estimated the total cost to be around \$60,000, about \$10,000 over the \$50,000 budget. Susan asked how this would be funded. Adam advised that this, among other items, would be included in a forthcoming budget amendment. Motion passed 5-0.
- B. Consideration of 74th St. Professional Services Agreement
Motion by Joseph Jones to APPROVE. Seconded by Susan Skeries. Adam Plagge and Justin Ernst presented the staff report. Motion passed 5-0.
- C. Consideration of Wilshire Blvd Storm Sewer Professional Services Agreement
Staff report by Justin Ernst. Michael Libbie asked about what items would need to be replaced by the City in the easement. Adam and Justin advised that the goal of this project would be to not have to replace anything in the easements. Susan Skeries asked for clarification on the location of the intakes. Justin advised that they would be on 73rd only. Motion by Michael Libbie to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.
- 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
Motion by Michael Libbie to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

7. Reports:

- A. Mayor, Council Reports and Committee Updates, and Administration Reports
Susan Skeries attended the Metro Waste Exec Board Meeting on 8/7, attended the Silverstar Car Wash ribbon cutting on 8/8, met with the developmental manager of the Alzheimer's Association for a possible partnership for next year's WHAMM event, attended the State Fair

Board meeting on 8/12, and led the Fall Festival focused Special Events Committee meeting on 8/16. She invited staff and officials to mark themselves as "going" or "interested" in the Facebook events for Fall Fest. She will attend the Chamber of Commerce's Connector Social on 8/20, the Metro Waste meeting on 8/21, and the World Food Festival on 8/24. She also appreciated receiving a \$3,000 grant from the Polk County Board of Supervisors for Fall Festival.

Joseph Jones attended a DART meeting regarding the operations and maintenance facility. DART continued its tradition of providing rides to the Iowa State Fair. He will attend the DART Reimagine meeting on 8/22 and the DART shelter dedication in a few weeks.

Michael Libbie attended the Silverstar Car Wash ribbon cutting on 8/8 and interviewed Trenton, the marketing manager for Silverstar. He thanked Lauren for all her pro-bono photography work that she does for the City and at other events in the metro.

Lauren Campbell attended the Silverstar Car Wash ribbon cutting on 8/8 and the Special Events Committee meeting on 8/16. She advised that links to all events were live on the City's website and social media. She invites everyone to attend the next Movies in the Park: Trolls on 9/6 and advised that volunteer forms are still open for Movies in the Park, Fall Fest, and the other upcoming City events.

Threase Harms did not attend this month's MAC meeting, but did secure various activity vendors from last year for this year's for Windsor Wonderland, including Santa, the ice sculptor, the carriage ride, and the reindeer. She will be working with Public Works to install a Christmas tree "forest" in front of the CEC this year.

i Public Works Street Patching Report

Andy Larson presented the staff report and spoke regarding the aging roads in Windsor Heights and storm sewer maintenance. He spoke regarding the current maintenance plan and the overarching future goals of the program, including the purchase of new equipment to better facilitate the completion of projects in a timely manner.

ii 73rd St. Reconstruction Staff Report And Discussion

Adam Plagge and Justin Ernst presented the staff report regarding weather delays on the 73rd St project. They presented the plan to move from Stage 6 (current stage) to Stage 5 rather than Stage 1. Moving to Stage 1 is not a good idea due to Stage 6 being incomplete and school starting on 8/23. Stage 5 prevents 73rd Street from being torn up at both ends, which would force school traffic onto residential side-streets.

8. **Adjourn**

Motion by Michael Libbie to adjourn at 6:55 PM. Seconded by Susan Skeries. Motion passed 5-0.



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director

SUBJECT: Approve Financial Reports

GENERAL INFORMATION

ATTACHMENTS

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

BALANCE SHEET CALENDAR 8/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	401,007.15-	8,506,728.29
110-000-1110	CASH - RUT	85,555.73-	46,793.90
112-000-1110	CASH - EMP BENEFIT FUND	107,075.40-	162,133.94-
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	127,759.34	1,836,864.17
125-000-1110	CASH - TIF	.24	1,226,681.20
145-000-1110	CASH - URBAN RENEWAL FUNDS	5,000.00-	75,387.92
200-000-1110	CASH - DEBT SERVICE	3,201.08	34,911.16
302-000-1110	CASH - SIDEWALK PROGRAM	.00	47,995.00
303-000-1110	CASH - COLBY PARK	27,432.50-	112,486.07
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	7,387.50-	15,289.00-
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	27,745.00-	39,745.00-
319-000-1110	CASH - 2020 STREET PROJECTS	1,798.50-	1,798.50-
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	317,500.15-	5,146,015.76-
323-000-1110	CASH - 68TH STREET NORTH	6,509.00-	228,071.06
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	25,524.50-	2,845,143.45-
327-000-1110	CASH - SALT SHED	43,521.11-	169,648.89
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	13,323.00-	.17-
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	152,265.80-
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	1,840.20	115,299.19
350-000-1187	CASH - EQUIP REVOLVE - IT DEPT	1,019.88-	39,027.66
600-000-1110	CASH - WATER	.00	103,254.44-
610-000-1110	CASH - SEWER	189.07-	1,919.65
670-000-1110	CASH - LANDFILL/GARBAGE	570.12-	151,819.59
740-000-1110	CASH - STORM WATER	36,092.24	395,070.82
805-000-1110	CASH - INTERNAL SERVICE FUND	.00	.00
810-000-1110	CASH - REVOLVING FUND	.00	.00
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BALANCE SHEET

CALENDAR 8/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	CASH TOTAL	876,709.78-	4,720,276.31
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	1,812,516.09
110-000-1150	IPAIT - RUT	.00	942,871.73
112-000-1150	IPAIT - EMPLOYEE BENEFITS	.00	790,816.57
121-000-1150	IPAIT - LOCAL OPTION SALES TAX	.00	.00
125-000-1150	IPAIT - TIF	.00	389,248.18
145-000-1150	IPAIT - URBAN RENEWAL FUNDS	.00	217,745.98
200-000-1150	IPAIT - DEBT SERVICE	.00	468,319.03
303-000-1150	IPAIT - COLBY PARK	.00	1,584,290.86
314-000-1150	IPAIT - UNIVERSITY AVE PROJECT	.00	28,613.52
319-000-1150	IPAIT - 2020 STREET PROJECTS	.00	12,236.23
322-000-1150	IPAIT - 73RD STREET	.00	411,143.55
323-000-1150	IPAIT - 68TH STREET NORTH	.00	101,252.28
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	330,347.11
350-000-1150	IPAIT - EQUIP REVOLVING	.00	1,056,193.93
670-000-1150	IPAIT - LANDFILL/GARBAGE	.00	213,138.90
740-000-1150	IPAIT - STORM WATER	.00	1,581,240.45
	IPAIT TOTAL	.00	9,939,974.41
001-000-1151	IPAIT 201-TIF BONDS GENERAL	.00	.00
322-000-1151	IPAIT 201-TIF BONDS 73RD ST	.00	4,552,924.71
326-000-1151	IPAIT 201-TIF BONDS 68TH ST S.	.00	2,766,750.95
	IPAIT 201-TIF BONDS TOTAL	.00	7,319,675.66
001-000-1160	SAVINGS - 680-5592 - GENERAL	.00	.00
001-000-1161	SAVINGS - KWHB	2.77	3,075.28
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	25,528.53-	49,350.81
115-000-1160	SAVINGS - PREF/DEA	1.89	3,911.30
	SAVINGS TOTAL	25,523.87-	56,337.39

BALANCE SHEET
CALENDAR 8/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1170	CD 082009 - KWHB	.00	11,643.05
600-000-1170	CD 12062707- WATER	.00	107,401.50
810-000-1170	CD 050109 - REVOLVING FUND	.00	.00
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	CD'S TOTAL	.00	119,044.55
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	TOTAL CASH	902,233.65-	22,156,308.32
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BUDGET REPORT

CALENDAR 8/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	2,626,800.00	269,092.35	465,289.82	17.71	2,161,510.18
	EMERGENCY MANAGEMENT TOTAL	10,700.00	.00	7,151.09	66.83	3,548.91
	FIRE TOTAL	460,873.00	80,268.12	109,325.76	23.72	351,547.24
	AMBULANCE TOTAL	928,838.00	95,564.63	155,755.14	16.77	773,082.86
	BUILDING INSPECTIONS TOTAL	100,000.00	6,446.75	11,464.09	11.46	88,535.91
	ANIMAL CONTROL TOTAL	5,500.00	2,717.00	2,717.00	49.40	2,783.00
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	PUBLIC SAFETY TOTAL	4,132,711.00	454,088.85	751,702.90	18.19	3,381,008.10
	ROADS, BRIDGES, SIDEWALKS TOTA	791,160.00	132,698.65	194,305.72	24.56	596,854.28
	STREET LIGHTING TOTAL	55,000.00	7,385.93	11,083.45	20.15	43,916.55
	TRAFFIC CONTROL & SAFETY TOTAL	.00	.00	.00	.00	.00
	SNOW REMOVAL TOTAL	180,504.00	15,673.33	22,338.31	12.38	158,165.69
	OTHER PUBLIC WORKS TOTAL	29,400.00	3,967.54	4,818.69	16.39	24,581.31
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	PUBLIC WORKS TOTAL	1,056,064.00	159,725.45	232,546.17	22.02	823,517.83
	WATER,AIR,MOSQUITO CONTRO TOTA	.00	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	.00	.00	.00	.00	.00
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	HEALTH & SOCIAL SERVICES TOTA	.00	.00	.00	.00	.00
	LIBRARY TOTAL	67,600.00	16,882.63	16,882.63	24.97	50,717.37
	PARKS TOTAL	187,233.00	23,026.04	32,695.92	17.46	154,537.08
	COMMUNITY CTR/ZOO/MARINA TOTA	27,450.00	10,779.69	13,279.69	48.38	14,170.31
	SPECIAL EVENTS TOTAL	50,000.00	1,982.98	16,982.98	33.97	33,017.02
	COMMUNITY CENTER TOTAL	172,567.00	16,020.19	22,178.03	12.85	150,388.97
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	CULTURE & RECREATION TOTAL	504,850.00	68,691.53	102,019.25	20.21	402,830.75
	COMMUNITY BEAUTIFICATION TOTA	.00	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOTAL	275,337.00	12,358.61	14,340.71	5.21	260,996.29
	HOUSING & URBAN RENEWAL TOTAL	52,290.00	.00	.00	.00	52,290.00
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	COMMUNITY & ECONOMIC DEV TOTA	327,627.00	12,358.61	14,340.71	4.38	313,286.29
	MAYOR/COUNCIL TOTAL	91,100.00	15,168.03	18,702.66	20.53	72,397.34
	IT DEPARTMENT TOTAL	72,300.00	6,817.04	10,596.80	14.66	61,703.20
	CLERK/TREASURER/ADM TOTAL	837,633.00	91,809.77	186,001.32	22.21	651,631.68
	ELECTIONS TOTAL	1,500.00	.00	.00	.00	1,500.00
	LEGAL SERVICES/ATTORNEY TOTAL	50,000.00	2,222.50	5,616.25	11.23	44,383.75
	OTHER GENERAL GOVERNMENT TOTA	15,000.00	.00	.00	.00	15,000.00
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	GENERAL GOVERNMENT TOTAL	1,067,533.00	116,017.34	220,917.03	20.69	846,615.97

BUDGET REPORT

CALENDAR 8/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ROADS, BRIDGES, SIDEWALKS TOTA	1,701,483.00	.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
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	DEBT SERVICE TOTAL	2,110,544.00	.00	300.00	.01	2,110,244.00
	POLICE TOTAL	361,000.00	.00	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	402,240.76	513,788.37	3.27	15,208,341.63
	PARKS TOTAL	4,190,000.00	27,432.50	355,783.17	8.49	3,834,216.83
	COMMUNITY CENTER TOTAL	148,000.00	27,745.00	30,295.00	20.47	117,705.00
	IT DEPARTMENT TOTAL	17,000.00	1,019.88	1,019.88	6.00	15,980.12
	CAPITAL PROJECTS TOTAL	.00	18,323.00	18,323.00	.00	18,323.00-
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	CAPITAL PROJECTS TOTAL	20,445,630.00	476,761.14	944,765.15	4.62	19,500,864.85
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	31,650.00	189.07	285.88	.90	31,364.12
	LANDFILL/GARBAGE TOTAL	395,902.00	42,370.73	82,400.34	20.81	313,501.66
	STORM WATER TOTAL	332,470.00	24,747.24	30,128.09	9.06	302,341.91
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	ENTERPRISE FUNDS TOTAL	760,022.00	67,307.04	112,814.31	14.84	647,207.69
	TRANSFERS IN/OUT TOTAL	2,480,526.00	25,555.73	25,555.73	1.03	2,454,970.27
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	TRANSFER OUT TOTAL	2,480,526.00	25,555.73	25,555.73	1.03	2,454,970.27
		=====	=====	=====	=====	=====
	TOTAL EXPENSES	32,885,507.00	1,380,505.69	2,404,961.25	7.31	30,480,545.75
		=====	=====	=====	=====	=====

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
1 SOURCE SOLAR	PAYMENT #1 CEC SOLAR PROJECT		27,745.00	57226	8/15/24
A-D DISTRIBUTING CO. INC	2 US FLAGS		130.00	57312	8/29/24
ABSOLUTE CONCRETE CONSTRUCTION	73RD ST PHASE 1 PAY REQUEST #3		260,881.01	57289	8/22/24
AIR FILTER SALES & SERVICES	FILTERS		229.44	57227	8/15/24
AIRGAS	OXYGEN	7.44		57228	8/15/24
AIRGAS	MEDICAL SUPPLIES	65.20	72.64	57290	8/22/24
AMAZON CAPITAL SERVICES	DIGITAL CAMERA FOR PATROL VEHI	371.37		57229	8/15/24
AMAZON CAPITAL SERVICES	INK	451.15		57291	8/22/24
AMAZON CAPITAL SERVICES	CLOTHING ALLOWANCE	96.52	919.04	57313	8/29/24
AMERICAN ALARMS	CEC ALARM SYSTEM		129.00	57353	9/06/24
ANIMAL RESCUE LEAGUE OF IOWA	JULY '24 SERVICES		125.00	57314	8/29/24
ARNOLD MOTOR SUPPLY	SUPPLIES		217.22	57354	9/06/24
ASPEN EQUIPMENT CO	ANNUAL DOT INSPECTION		1,516.67	57355	9/06/24
ASSURITY	ASSURITY		724.60	5135	8/30/24
AUREON IT	OFFICE 365		1,662.50	57356	9/06/24
BANKERS TRUST COMPANY	CC FEES	290.94		5117	8/15/24
BANKERS TRUST COMPANY	CC FEES	132.64		5118	8/15/24
BANKERS TRUST COMPANY	CC FEES	27.90		5119	8/15/24
BANKERS TRUST COMPANY	CC FEES	27.90		5171	9/06/24
BANKERS TRUST COMPANY	CC FEES	290.94		5172	9/06/24
BANKERS TRUST COMPANY	CC FEES	132.64		5173	9/06/24
BANKERS TRUST COMPANY	SEE VENDOR SUMMARY	5,268.17	6,171.13	57232	8/15/24
BITUMINOUS MATERIALS	SUPPLIES	200.00		57233	8/15/24
BITUMINOUS MATERIALS	AMIBOND	100.00	300.00	57315	8/29/24
BLUEPEARL IOWA	EMBER EMERGENCY VET VISIT		1,480.57	57292	8/22/24
BOLTON & MENK	COLBY PARK ENG	62,584.50		57234	8/15/24
BOLTON & MENK	GENERAL PLANNING	20,591.50		57293	8/22/24
BOLTON & MENK	73RD ST ENG	58,775.50	141,951.50	57316	8/29/24
BOUND TREE MEDICAL LLC	REPLACEMENT DOPPLER	810.69		57235	8/15/24
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	781.66		57294	8/22/24
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	974.69		57317	8/29/24
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	481.84	3,048.88	57357	9/06/24
BRAVO GREATER DES MOINES INC.	4TH QTR FY24		1,537.14	57236	8/15/24
BREESE, TAMMY	AUG CELL PHONE		80.00	57318	8/29/24
BRICK GENTRY PC	JULY LEGAL FEES		7,297.50	57237	8/15/24
BULLZEYE, INC	PSB JUNE CLEANINGS	1,365.29		57295	8/22/24
BULLZEYE, INC	CEC AUG CLEANINGS	3,127.00	4,492.29	57358	9/06/24
BUSINESS PUBLICATIONS CORP.	BUSINESS RECORD		114.95	57238	8/15/24
CAMPBELL, LAUREN	LOGO FLAGS		24.61	57239	8/15/24
CAPITAL ONE TRADE CREDIT	SUPPLIES		22.44	57359	9/06/24
CATCH DES MOINES	AUG 24 HOTEL TAX PAYMENT		1,205.41	57319	8/29/24
CENTURY LINK	TELEPHONE		230.48	57320	8/29/24
CHARLES GABUS FORD	CAR 29 REPAIRS		497.00	57296	8/22/24
CINTAS	FIRST AID CABINET CHECK		19.81	57360	9/06/24
CITY OF URBANDALE	HICKMAN TRAFFIC SIGNALS		138.28	57361	9/06/24
CITY OF WEST DES MOINES	STREET SWEEPER	464.48		57321	8/29/24
CITY OF WEST DES MOINES	CROSSING GUARD Q2 FY24	5,596.86	6,061.34	57362	9/06/24
CLEARFLY	CELL PHONES		178.88	5170	9/06/24
CLIVE POWER EQUIP.	MOWER TIRE REPAIR	40.56		57240	8/15/24
CLIVE POWER EQUIP.	SUPPLIES	40.56	81.12	57363	9/06/24
COAST TO COAST SOLUTIONS	FIRE SAFETY BRACELETS		229.12	57241	8/15/24
CONCRETE SUPPLY INC.	74TH ST PROJECT		1,090.00	57322	8/29/24
CONSTRUCTION MATERIALS TESTING	COLBY PARK		2,683.75	57297	8/22/24
CRYSTAL CLEAR WATER CO.	WATER		19.98	57364	9/06/24

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
CUNARRO REAL ESTATE LLC	STORMWATER REFUND 6901 CENTER		1,601.25	57298	8/22/24
D & K PRODUCTS	SUPPLIES		48.75	57242	8/15/24
DAIDA	RADIX	545.53		5120	8/15/24
DAIDA	RADIX	545.53	1,091.06	5174	9/06/24
DELTA DENTAL OF IOWA	DENTAL INS		3,164.60	5128	8/22/24
DES MOINES PUBLIC LIBRARY	1ST QTR FY25		16,882.63	57323	8/29/24
DES MOINES REGISTER	NEWSPAPER		91.98	57243	8/15/24
DES MOINES WATER WORKS	1133 66TH ST		133.90	57244	8/15/24
DIAMOND OIL CO.	FUEL		835.92	57365	9/06/24
DIAMOND VOGEL, INC	SUPPLIES		17.57	57245	8/15/24
EMPLOYEE BENEFIT SYSTEMS	INSURANCE		21,779.12	5121	8/15/24
EILEENS COOKIES	MOVIES IN THE PARK COOKIES		108.00	57366	9/06/24
EO JOHNSON	COPIER LEASE		153.51	57299	8/22/24
SCOTT WRIGHT	WHPD BADGE LINE ART		250.00	57246	8/15/24
FARO TECHNOLOGIES INC	PREPLAN SOFTWARE		250.00	57247	8/15/24
FEDERAL TAX DEPOSIT	FED/FICA TAX		29,491.88	5132	8/30/24
FORCE FITTERS	CLOTHING ALLOWANCE	109.00		57248	8/15/24
FORCE FITTERS	CLOTHING ALLOWANCE	167.00		57324	8/29/24
FORCE FITTERS	CLOTHING ALLOWANCE	109.00	385.00	57367	9/06/24
FREEDOM TIRE & AUTO CENTER INC	CAR 28 REPAIRS	652.00		57249	8/15/24
FREEDOM TIRE & AUTO CENTER INC	CAR 25 REPAIRS	32.50	684.50	57368	9/06/24
FRONTLINE PUBLIC SOLUTIONS	SUPPLIES		1,260.00	57250	8/15/24
GALLS INC	CLOTHING ALLOWANCE	288.43		57325	8/29/24
GALLS INC	CLOTHING ALLOWANCE	33.15	321.58	57369	9/06/24
GANNETT IOWA LOCALIQ	PUBLICATIONS		498.80	57300	8/22/24
GET SOME GUNS, LLC	SHOTGUN ARMOUR		25.00	57251	8/15/24
GOODRICH, WILLIAM	AUG CELL PHONE		80.00	57326	8/29/24
GREATER D.M. PARTNERSHIP	INVESTOR COMMITMENT		1,500.00	57252	8/15/24
GREENFIELD CONTRACTORS LLC	SALT SHED ROOF DOWN PAYMENT		8,176.61	57327	8/29/24
GRIMES ASPHALT & PAVING	STREET MAINTENANCE SUPPLIES	362.25		57253	8/15/24
GRIMES ASPHALT & PAVING	STREET MAINTENANCE SUPPLIES	241.50		57328	8/29/24
GRIMES ASPHALT & PAVING	STREET MAINTENANCE SUPPLIES	84.00	687.75	57370	9/06/24
O'DONNELL ACE HICKMAN	SUPPLIES		6.29	57371	9/06/24
HOME DEPOT CREDIT SERVICES	SUPPLIES		318.70	57372	9/06/24
HOTSY CLEANING SYSTEMS	HOTSY HWW		14,885.95	57254	8/15/24
HOTT OFF THE PRESS	JULY NEWSLETTER	1,644.56		57255	8/15/24
HOTT OFF THE PRESS	AUG NEWSLETTER	1,693.92	3,338.48	57373	9/06/24
HOVICK FAMILY FARM	PETTING ZOO FALL FESTIVAL		1,200.00	57256	8/15/24
IA COMM. ASSURANCE POOL			125,738.00	57301	8/22/24
ICMA	ICMA		1,954.89	5122	8/15/24
ICMA RETIREMENT TRUST	ICMA	758.69		5130	8/30/24
ICMA RETIREMENT TRUST	ICMA RETIREMENT	1,879.89	2,638.58	5136	8/29/24
ICON WATER TRAILS	FY25 SUPPORT OF WATER TRAILS		7,040.00	57257	8/15/24
IMAGE 360	WINDSOR TRAIL SIGNS	174.00		57258	8/15/24
IMAGE 360	SIGNS	818.00	992.00	57374	9/06/24
IMWCA	WORK COMP INSTALLMENT 3		5,255.00	57375	9/06/24
INTERSTATE ALL BATTERY	BATTERIES		21.15	57259	8/15/24
IOWA COMMUNICATIONS NETWK	73RD ST PROJECT		18,619.89	57260	8/15/24
IOWA DES MOINES SUPPLY	SUPPLIES		683.98	57329	8/29/24
DEPT OF HUMAN SERVICES	SEPT 24 STATE SHARE		2,817.57	57302	8/22/24
IOWA IAI	IA CRIME SCHOOL		1,125.00	57261	8/15/24
IOWA LAW ENFORCEMENT ACADEMY	RIFLE INSTRUCTOR RENEWAL		425.00	57262	8/15/24
IOWA PEACE OFFICERS ASSO.	DUES		390.00	57263	8/15/24
IOWA WORKFORCE DEV.	UNEMPLOYMENT INS	1,020.50		5123	8/15/24

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
IOWA WORKFORCE DEV.	UNEMPLOYMENT INS	2,296.47		5124	8/15/24
IOWA WORKFORCE DEV.	UNEMPLOYMENT INS	3,196.03		5125	8/15/24
IOWA WORKFORCE DEV.	UNEMPLOYMENT INS	2,335.93		5126	8/15/24
IOWA WORKFORCE DEV.	UNEMPLOYMENT INS	697.90	9,546.83	5127	8/15/24
IPERS	PROTECT IPERS		53,023.26	5129	8/30/24
IRLBECK, MICHAEL	AUG CELL PHONE		80.00	57330	8/29/24
ISOLVED BENEFIT SERVICES	FLEX - BENEFITS	1,810.00		5133	8/30/24
ISOLVED BENEFIT SERVICES	HSA FEES	54.60	1,864.60	5175	9/06/24
JOHN'S TREE SERVICE, INC	7409 SUNRISE TREE REMOVAL	2,800.00		57264	8/15/24
JOHN'S TREE SERVICE, INC	TREE REMOVAL/STUMP GRINDING	4,500.00	7,300.00	57331	8/29/24
JOHNSON, KYLE	AUG CELL PHONE		80.00	57332	8/29/24
JOHNSTON POLICE DEPARTMENT	TRAINING		330.00	57376	9/06/24
KAPPELMAN APPLIANCE	ICE MACHINE MAINTENANCE		249.00	57265	8/15/24
KELTEK INCORPORATED	BODY CAM DOCK & MOUNTS	476.15		57266	8/15/24
KELTEK INCORPORATED	SUPPLIES	476.15	952.30	57333	8/29/24
LARSON, ANDY	AUG CELL PHONE		80.00	57334	8/29/24
LEUTHOLD, NATE	AUG CELL PHONE	80.00		57335	8/29/24
LEUTHOLD, NATE	JULY MILEAGE	53.74	133.74	57377	9/06/24
LIZ LIDGETT GALLERY & DESIGN	WH PUBLIC ART PLAN		1,050.00	57378	9/06/24
LOGAN CONTRACTORS SUPPLY	AIR COMPRESSOR		18,500.00	57267	8/15/24
MANHATTANLIFE	MANHATTAN LIFE	275.08		5134	8/30/24
MANHATTANLIFE	BENEFITS	99.77		57268	8/15/24
MANHATTANLIFE	BENEFITS	163.50	538.35	57336	8/29/24
WINDSOR HEIGHTS MP LLC	MOVIES IN THE PARK PIZZA		120.00	57379	9/06/24
MEASE, JIM	AUG CELL PHONE		80.00	57337	8/29/24
METRO WASTE AUTHORITY	150 YARD WASTE STICKERS	300.00		57269	8/15/24
METRO WASTE AUTHORITY	GARBAGE FEES AUG	31,524.34	31,824.34	57380	9/06/24
METRONET	INTERNET		594.96	57303	8/22/24
MID-IOWA ASSN LOCAL GOVT	FY24-25 DUES/MEALS		616.58	57304	8/22/24
MIDAMERICAN ENERGY	7001 UNIV AVE	25.27		5137	8/29/24
MIDAMERICAN ENERGY	6300 UNIV AVE	28.43		5138	8/29/24
MIDAMERICAN ENERGY	6800 SCHOOL ST	270.62		5139	8/29/24
MIDAMERICAN ENERGY	6800 SCHOOL ST	40.78		5140	8/29/24
MIDAMERICAN ENERGY	7116 UNIV AVE	24.55		5141	8/29/24
MIDAMERICAN ENERGY	1145 66TH ST	222.99		5142	8/29/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	21.53		5143	8/29/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	1,186.09		5144	8/29/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	25.82		5145	8/29/24
MIDAMERICAN ENERGY	1133 66TH ST	837.43		5146	8/29/24
MIDAMERICAN ENERGY	1601 73RD ST	14.10		5147	8/29/24
MIDAMERICAN ENERGY	1140 73RD ST	27.21		5148	8/29/24
MIDAMERICAN ENERGY	951 73RD ST	19.15		5149	8/29/24
MIDAMERICAN ENERGY	1804 73RD ST	10.00		5150	8/29/24
MIDAMERICAN ENERGY	1443 73RD ST	10.00		5151	8/29/24
MIDAMERICAN ENERGY	6440 HICKMAN RD	65.10		5152	8/29/24
MIDAMERICAN ENERGY	6410 HICKMAN RD	26.93		5153	8/29/24
MIDAMERICAN ENERGY	2227 63RD ST	25.70		5154	8/29/24
MIDAMERICAN ENERGY	6739 UNIV AVE	103.59		5155	8/29/24
MIDAMERICAN ENERGY	7290 UNIV AVE	26.13		5156	8/29/24
MIDAMERICAN ENERGY	6540 UNIV AVE	142.23		5157	8/29/24
MIDAMERICAN ENERGY	STREET LIGHTS	3,200.46		5158	8/29/24
MIDAMERICAN ENERGY	801 73RD ST	29.15	6,383.26	5159	8/29/24
NAPA AUTO PARTS	CAR 29 WIPERS/CABIN FILTER	76.94		57305	8/22/24
NAPA AUTO PARTS	CAR 23 REPAIRS	43.36	120.30	57338	8/29/24

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
NELSEN APPRAISAL ASSOCIATES	UNIV AVE APPRAISALS		5,000.00	57306	8/22/24
NFC	ENERGY ADVANTAGE LENDING PROGR		13,323.00	57311	8/23/24
NISSAN, ANDREW	CLOTHING ALLOWANCE		397.50	57270	8/15/24
NORRIS, CHAD	AUG CELL PHONE		80.00	57339	8/29/24
OPN ARCHITECTS	SPACE USE ANALYSIS		2,479.00	57381	9/06/24
OVERHEAD DOOR COMPANY	DOOR REPAIRS		998.50	57271	8/15/24
PLAGGE, ADAM	EMBER EMERGENCY SURGERY	5,149.24		57307	8/22/24
PLAGGE, ADAM	AUG CELL PHONE	80.00	5,229.24	57340	8/29/24
POLK COUNTY AUDITORS OFFICE	ANIMAL CONTROL		2,592.00	57308	8/22/24
POLK COUNTY PUBLIC WORKS	WATERSHED MANAGEMENT FY24-25		1,300.00	57341	8/29/24
PREMIER AUTOMOTIVE	7220 SEAT BELT REPAIR	799.88		57272	8/15/24
PREMIER AUTOMOTIVE	CAR 29 OIL CHANGE/TIRES	93.83		57309	8/22/24
PREMIER AUTOMOTIVE	CAR 36 REPAIRS	119.00		57342	8/29/24
PREMIER AUTOMOTIVE	CAR 23 REPAIRS	37.33	1,050.04	57382	9/06/24
PRICE, JEFF	UNCASHED CHECK FROM EBS		10.00	57273	8/15/24
QPS EMPLOYMENT GROUP	FLEMING 8/3/24		446.70	57274	8/15/24
QUALITY PEST CONTROL, INC	PEST CONTROL		65.00	57383	9/06/24
RANGEMASTERS TRAINING CTR	CLOTHING ALLOWANCE		44.64	57384	9/06/24
ROBERTS, JASON	AUG CELL PHONE		80.00	57343	8/29/24
ROTH, PETE	AUG CELL PHONE		80.00	57344	8/29/24
ROY'S MOTOR SERVICE	U557 ACCIDENT TOW		325.00	57275	8/15/24
SAFE BUILDING COMPLIANCE	BUILDING INSPECTIONS		29,571.74	57385	9/06/24
SAM'S CLUB DIRECT	SUPPLIES		130.76	57345	8/29/24
SAYLORCREEK SAND COMPANY	LIMESTONE		653.17	57276	8/15/24
SELECTIVE INSURANCE CO	CEC FLOOD INS PREMIUM		1,344.00	57386	9/06/24
SILENT DISCO DSM	SILENT DISCO FALL FEST		581.00	57277	8/15/24
SITEONE LANDSCAPE SUPPLY	SUPPLIES		167.16	57278	8/15/24
SNAP-ON MARK STUCHEL	TOOLS		138.75	57346	8/29/24
STANDARD INSURANCE COMPANY	LIFE/LTD/STD		2,349.07	57347	8/29/24
STAPLES	OFFICE SUPPLIES		70.12	57348	8/29/24
STAR EQUIPMENT LTD	SUPPLIES		770.00	57279	8/15/24
STRAIT, ADAM	AUG CELL PHONE		80.00	57349	8/29/24
SWISHER, RACHELLE	AUG CELL PHONE		80.00	57350	8/29/24
THE SHREDDER	ON SITE SHREDDING		45.00	57351	8/29/24
TOTAL COMFORT GROUP	HVAC PUMP REPLACEMENT		307.15	57280	8/15/24
TRANSUNION RISK & ALTERNATIVE	MONTHLY CHARGES	75.00		57281	8/15/24
TRANSUNION RISK & ALTERNATIVE	MONTHLY CHARGES	75.00	150.00	57387	9/06/24
TRAVELERS	INSURANCE		1,250.00	57282	8/15/24
TREASURER STATE OF IOWA	STATE TAXES		13,571.76	5131	8/30/24
UPHDM OCCUPATIONAL MED	DRUG SCREEN		104.29	57310	8/22/24
VERIZON WIRELESS	CELL PHONES		441.61	5160	8/29/24
CAPITAL ONE	CLOTHING ALLOWANCE		80.92	57388	9/06/24
WEST DES MOINES TRUE VALUE	SUPPLIES	184.61		57283	8/15/24
WEST DES MOINES TRUE VALUE	SUPPLIES	50.25	234.86	57389	9/06/24
WEST SIDE MECHANICS	REPAIRS		5,684.82	57284	8/15/24
WEX FLEET UNIVERSAL	FUEL		3,396.49	57285	8/15/24
WINDSOR HEIGHTS FOUNDATION	NIGHTS IN THE HEIGHTS SPONSOR		5,000.00	57286	8/15/24
WRIGHT OUTDOOR SOLUTIONS	BED MAINTENANCE AND WATERING		1,187.60	57287	8/15/24
ZIMCO SUPPLY CO	SUPPLIES		482.50	57352	8/29/24

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ZWC CONDOMINIUM ASSOC	TAXES, PEST CONTROL		377.50	57288	8/15/24
			=====		
	Accounts Payable Total		985,496.60		
Payroll Checks					

	001 GENERAL		70,864.23		
	110 ROAD USE TAX		10,046.21		
	670 LANDFILL/GARBAGE		143.06		
	740 STORM WATER		1,541.63		

	Total Paid On: 8/16/24		82,595.13		
	001 GENERAL		67,488.43		
	110 ROAD USE TAX		9,988.40		
	670 LANDFILL/GARBAGE		143.95		
	740 STORM WATER		1,531.79		

	Total Paid On: 8/30/24		79,152.57		
			=====		
	Total Payroll Paid		161,747.70		
			=====		
	Report Total		1,147,244.30		
			=====		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

Payroll Checks: 8/15/2024- 9/09/2024

FUND	NAME	AMOUNT
001	GENERAL	481,093.50
110	ROAD USE TAX	117,002.18
112	EMPLOYEE BENEFITS	46,231.00
145	URBAN RENEWAL	5,000.00
303	COLBY PARK	27,261.25
314	UNIVERSITY AVE ST PROJECT	7,387.50
318	CEC SOLAR PROJECT	27,745.00
319	2020 STREET PROJECTS	1,798.50
322	73RD STREET PROJECT	317,296.40
323	68TH ST NORTH	6,509.00
326	68TH ST SOUTH	25,524.50
327	SALT SHED PROJECT	16,301.11
348	AMERICAN RESCUE PLAN ACT	13,323.00
350	CAPITAL EQUIPMENT FUND	1,019.88
610	SEWER	40.01
670	LANDFILL/GARBAGE	32,353.14
740	STORM WATER	21,358.33

	TOTAL FUNDS	1,147,244.30

REVENUE REPORT
CALENDAR 8/2024, FISCAL 2/2025**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,722,417.00	158,318.31	682,061.83	14.44	4,040,355.17
	ROAD USE TAX TOTAL	780,000.00	55,919.72	115,810.86	14.85	664,189.14
	EMPLOYEE BENEFITS TOTAL	511,306.00	1,747.24	4,944.08	.97	506,361.92
	POLICE PENSION TOTAL	.00	.00	.00	.00	.00
	POLICE TRUST TOTAL	10,200.00	27.20	60.94	.60	10,139.06
	POLICE PREFORFEITURE TOTAL	1,015.00	1.89	3.97	.39	1,011.03
	EMERGENCY FUND TOTAL	.00	.00	.00	.00	.00
	LOCAL OPTION SALES TAX TOTAL	1,440,000.00	127,759.34	254,894.04	17.70	1,185,105.96
	TAX INCREMENT FINANCING TOTAL	2,317,282.00	.24	1,539.10	.07	2,315,742.90
	URBAN RENEWAL TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	3,130,750.00	3,201.08	7,447.71	.24	3,123,302.29
	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 8/2024, FISCAL 2/2025**PCT OF FISCAL YTD 16.6%**

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 8/2024, FISCAL 2/2025

PCT OF FISCAL YTD 16.6%

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	27,395.93	30,546.63	7.92	354,953.37
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	.00	.00	.00	.00	.00
	LANDFILL/GARBAGE TOTAL	358,000.00	41,800.61	56,883.91	15.89	301,116.09
	STORM WATER TOTAL	625,600.00	60,839.48	81,456.49	13.02	544,143.51
	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	477,011.04	1,235,649.56	5.68	20,501,520.44
		=====	=====	=====	=====	=====



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Liquor License - Reclaimed Rails Brewing Co - 6900 School Street

GENERAL INFORMATION

Reclaimed Rails Brewing will be a vendor at Fall Fest and serving alcohol.

ATTACHMENTS

None



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 4

GENERAL INFORMATION

ATTACHMENTS

1. LTR-73rd Street-Pay App 4
2. payment_4_20240830



**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

September 5, 2024

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

RE: 73rd Street Phase 1
STP-U-8477(615)—70-77
Pay Request 4

Dear Mr. Plagge:

Submitted for your approval is Pay Request 4 for the above-mentioned project. Pay Request 4 is for a total payment of \$56,404.05. The total value completed to date is \$654,825.61 plus \$26,041.09 in stored materials, minus 3% retainage of \$20,212.75. Please see Pay Request 4 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 4. Upon approval of Pay Request 4, 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	4
Pay Period	08/01/2024 to 08/30/2024
Prime Contractor	ABSOLUTE CONCRETE CONSTRUCTION, INC.
Payment Status	Pending
Awarded Project Amount	\$6,739,027.05
Authorized Amount	\$6,819,377.05

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	0.000	58.000	58.000	58.000	\$0.00	\$25,520.00
CLEARING AND GRUBBING										
0020	2102-0425071	CY	\$50.000	50.000	0.000	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	6.750	0.000	6.750	6.750	\$6,750.00	\$6,750.00
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	501.400	0.000	501.400	501.400	\$30,084.00	\$30,084.00
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	60.250	0.000	60.250	60.250	\$2,410.00	\$2,410.00
GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE										
0150	2435-0140148	EACH	\$5,500.000	6.000	0.000	1.000	1.000	1.000	\$0.00	\$5,500.00
MANHOLE, STORM SEWER, SW-401, 48 IN.										
0160	2435-0140160	EACH	\$7,800.000	7.000	0.000	2.000	2.000	2.000	\$0.00	\$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	34.000	0.000	4.000	4.000	4.000	\$0.00	\$22,400.00
INTAKE, SW-505										
0200	2435-0250600	EACH	\$12,000.000	17.000	0.000	4.000	4.000	4.000	\$0.00	\$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	0.000	4.000	4.000	4.000	\$0.00	\$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	0.000	1.000	1.000	1.000	\$0.00	\$1,800.00
INTAKE ADJUSTMENT, MINOR										
0280	2435-0600120	EACH	\$7,500.000	1.000	0.000	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	724.700	0.000	724.700	724.700	\$15,943.40	\$15,943.40
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	2.000	0.000	2.000	2.000	\$800.00	\$800.00
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	0.000	125.000	125.000	125.000	\$0.00	\$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	0.000	497.000	497.000	497.000	\$0.00	\$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	0.000	150.000	150.000	150.000	\$0.00	\$19,500.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.										
0380	2503-0114236	LF	\$170.000	144.000	0.000	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	0.000	334.400	334.400	334.400	\$0.00	\$8,360.00
REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.										
0430	2503-0200136	LF	\$45.000	79.000	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	0.000	2,577.180	2,577.180	2,577.180	\$0.00	\$25,771.80
REMOVAL OF PAVEMENT										
0460	2510-6750600	EACH	\$900.000	50.000	0.000	8.000	8.000	8.000	\$0.00	\$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	156.111	280.000	436.111	436.111	\$1,561.11	\$4,361.11
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	60.000	204.830	264.830	264.830	\$600.00	\$2,648.30
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	0.000	14.000	14.000	14.000	\$0.00	\$4,200.00
REMOVAL OF TYPE A SIGN										
0610	2524-6765210	EACH	\$100.000	21.000	0.000	4.000	4.000	4.000	\$0.00	\$400.00
REMOVAL OF TYPE A SIGN ASSEMBLY										
0620	2524-9276010	LF	\$35.000	390.000	0.000	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	0.000	1.000	1.000	1.000	\$0.00	\$14,250.00
('EACH' ITEM): INTAKE, SW-506 MOD, CAST-IN-PLACE										
8002	2435-0250610	EACH	\$14,410.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-506 MOD										
Section Totals:									\$58,148.51	\$440,625.61
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	558.000	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	3,703.000	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	631.000	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	0.000	427.000	427.000	427.000	\$0.00	\$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	\$572.000	20.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SAN SWR G-MAIN, TRENCHED, PVC, 18"										
8004	2554-0112008	LF	\$247.500	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, DIP, 8"										
8005	2554-0112012	LF	\$154.000	260.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, DIP, 12"										
8006	2554-0207006	EACH	\$3,509.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
VALVE, GATE, DIP, 6"										
8007	2554-0112012	LF	\$176.000	83.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, DIP, 12": (RESTRAINED JOINT)										
8008	2599-9999005	EACH	\$1,760.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): 32 LB MAGNESIUM ANODE										
Section Totals:									\$0.00	\$214,200.00
Total Payments:									\$58,148.51	\$654,825.61

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	306.0 Days	16.0 Days	\$0.00	62.0 Days	244.0 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:	\$58,148.51
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$1,744.46
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$56,404.05
Previous Payment:	\$260,881.01

Approved Work To Date:	\$654,825.61
Stockpile Advancement To Date:	\$26,041.09
Stockpile Recovery To Date:	\$7,108.53
Retainage To Date:	\$20,212.75
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$653,545.42
Previous Payments To Date:	\$597,141.37

Funding Details

77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615:	\$58,148.51
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615:	\$0.00
77-8477-615-CAT-3 NON-PARTICIPATING:	\$0.00
Current Payment:	\$58,148.51

77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615 To Date:	\$440,625.61
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:	\$654,825.61

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-4-20240830

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
09/04/2024	Logan Petersen Absolute Concrete Construction Inc. Electronic Signature (Approved by Contractor (Optional))
09/05/2024	Justin Ernst Bolton & Menk, Inc. - Iowa Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))



**STAFF REPORT
CITY COUNCIL**

September 16, 2024

TO: CITY COUNCIL

FROM: Nate Leuthold, Deputy City Clerk

SUBJECT: Approve Replacement of Broken Glass Panel in the Community Center

GENERAL INFORMATION

Situation

Earlier this summer, a sheet of glass from the divider wall in the CEC fell and shattered. It may have been caused by vibrations in the building due to the nearby construction at Colby Park, but it is difficult to be certain. The other glass panels were checked for stability. No vandalism or foul play was observed.

Problems

Staff approached various glass agencies in the metro and came across two problems:

1. No local company could produce a sheet of glass that size (including the original glass vendor from construction)
2. No company was willing to etch the glass that size for fear of compromising its integrity

Solutions

After speaking with vendors and obtaining various options, staff recommends the following:

1. Elite Glass can manufacture two panels of glass and insert a black channel between the two that would match our black channels around our existing glass. Staff believes this to be the most cost-effective and aesthetically pleasing option.
2. Iowa Sun Control can manufacture decals that match our existing leaf patterns. While the decals are not etched, the decals match the color and tone of the etched leaves.

Other options considered were using silicone to fill in the gap between the two glass panels (as opposed to the black channel). This option was more expensive and looked more out of place. While this expense is under administrative approval threshold, staff wanted City Council to be aware of the unexpected expense and plan.

Total cost breakdown

Elite Glass

(2) pieces of ½” tempered safety glass approx 71” x 81” plus new channel where needed (match exiting as close as possible): \$4600.00

Total: **\$4600.00**

Iowa Sun Control

Logo x3 - Silver Sparkle: \$1,838.00

Trip Charge: \$100.00

Total: **\$1,938.00**

TOTAL FOR ALL WORK: \$6538.00

ATTACHMENTS

None



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Nate Weigl

SUBJECT: Approve 2023 Colby Park Improvements Pay Request 8

GENERAL INFORMATION

ATTACHMENTS

1. 0T6.128908 Pay Est #08_Signed
2. LTR-Colby Park-Pay App 8

Contractor's Application for Payment

Owner: <u>CITY OF WINDSOR HEIGHTS, IOWA</u> Engineer: <u>BOLTON & MENK, INC.</u> Contractor: <u>CALIBER CONCRETE, LLC</u> Project: <u>2023 COLBY PARK IMPROVEMENTS</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>OT6.128908</u> Agency's Project No.: _____																																				
Application No.: <u>8</u> Application Date: <u>9/16/2024</u> Application Period: From <u>7/27/2024</u> To <u>8/28/2024</u>																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">2,852,637.72</td> </tr> <tr> <td>2. Net Change By Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">300,548.82</td> </tr> <tr> <td colspan="3" style="height: 20px;"></td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">3,153,186.54</td> </tr> <tr> <td>4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,013,876.97</td> </tr> <tr> <td colspan="3">5. Retainage</td> </tr> <tr> <td style="padding-left: 20px;">a. 5% X \$ 2,013,876.97 Work Completed</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">100,693.85</td> </tr> <tr> <td style="padding-left: 20px;">b. 5% X \$ - Stored Materials</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">100,693.85</td> </tr> <tr> <td>6. Amount Eligible To Date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,913,183.12</td> </tr> <tr> <td>7. Less Previous Payments</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,633,489.97</td> </tr> <tr> <td>8. Amount Due This Application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">279,693.15</td> </tr> </table>		1. Original Contract Price	\$	2,852,637.72	2. Net Change By Change Orders	\$	300,548.82				3. Current Contract Price (Line 1 + Line 2)	\$	3,153,186.54	4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	2,013,876.97	5. Retainage			a. 5% X \$ 2,013,876.97 Work Completed	\$	100,693.85	b. 5% X \$ - Stored Materials	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	100,693.85	6. Amount Eligible To Date (Line 4 - Line 5.c)	\$	1,913,183.12	7. Less Previous Payments	\$	1,633,489.97	8. Amount Due This Application	\$	279,693.15
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8. Amount Due This Application	\$	279,693.15																																			
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																					
Contractor: <u>Caliber Concrete LLC</u> Signature: <u>Michael Noel</u> Date: <u>8-30-24</u> Name: <u>Michael Noel</u> Title: <u>Office Controller</u>																																					
Recommended by Engineer: Bolton & Menk, Inc. 430 E GRAND, SUITE 101, DES MOINES, IA 50309 By: <u>Justin Ernst</u> Approved by Owner: Name: <u>Justin Ernst</u> By: _____ Title: <u>Principal Engineer</u> Name: _____ Date: <u>9/6/2024</u> Title: _____ Date: _____ Date: _____																																					

Progress Estimate - Unit Price Work

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	076.128908
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Contractor's Application for Payment

Application No.: 8		Application Period: From 07/27/24 to 08/28/24		Application Date: 9/16/2024										
A	B	C	D	Contract Information		E	F	F1		F2	G	H	I	J
Bid Item No.	Description	Item Quantity	Units	Value of Bid Item (C X E)		Previous Estimate	Quantity This App	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	% of Value of Item (H / F)	Balance to Finish (F - H)			
				Unit Price (\$)	(\$)							Value Previous Estimate	(\$)	
Original Contract														
1	CLEARING AND GRUBBING	1.00	LS			30,850.00	30,850.00	1.00		30,850.00	-	1.00	100%	-
2	TOPSOIL, COMPOST AMENDED	500.00	CY			85.00	42,500.00	375.00		31,875.00	-	375.00	75%	10,625.00
3	EXCAVATION, CLASS 10	2,500.00	CY			12.00	30,000.00	2,500.00		30,000.00	-	2,500.00	100%	-
4	SUBBASE, MODIFIED, BERM	255.00	TON			42.50	10,837.50	242.60		10,310.50	-	242.60	95%	527.00
5	LINEAR TRENCH DRAIN, 8 INCH	75.00	LF			150.00	11,250.00	75.00		11,250.00	-	75.00	100%	-
6	SUBDRAIN, SOLID WALL PVC, 4 INCH	50.00	LF			32.00	1,600.00	60.00		1,920.00	-	60.00	120%	(320.00)
7	BACKFLOW PREVENTER, SEWER, 4 INCH	1.00	EA			400.00	400.00	1.00		400.00	-	1.00	100%	-
8	SUBDRAIN, SOLID WALL PVC, 8 INCH	288.00	LF			65.00	18,720.00	287.00		18,655.00	-	287.00	100%	65.00
9	SUBDRAIN, HDPE, 8 INCH	85.00	LF			100.00	8,500.00	193.00		19,300.00	-	193.00	227%	(10,800.00)
10	SUBDRAIN CLEANOUT, 8 INCH, TYPE A-1	2.00	EA			1,500.00	3,000.00	1.00		1,500.00	-	1.00	50%	1,500.00
11	SUBDRAIN OUTLETS AND CONNECTIONS, 8 INCH, TYPE A-1	2.00	EA			500.00	1,000.00	-		-	-	-	-	1,000.00
12	WATER SERVICE	1.00	LS			8,000.00	8,000.00	1.00		8,000.00	-	1.00	100%	-
13	WATER SERVICE, WATER FOUNTAIN	1.00	LS			8,000.00	8,000.00	1.00		8,000.00	-	1.00	100%	-
14	VALVE, GATE, 4 INCH	1.00	EA			3,500.00	3,500.00	1.00		3,500.00	-	1.00	100%	-
15	BACKFLOW PREVENTER	1.00	EA			20,000.00	20,000.00	1.00		20,000.00	-	1.00	100%	-
16	METER PIT	1.00	EA			20,000.00	20,000.00	1.00		20,000.00	-	1.00	100%	-
17	PRESSURE REDUCING VALVE	1.00	EA			12,000.00	12,000.00	1.00		12,000.00	-	1.00	100%	-
18	FLUSHING DEVICE (BLOW OFF), 2 INCH	1.00	EA			2,000.00	2,000.00	1.00		2,000.00	-	1.00	100%	-
19	PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE	1.00	EA			2,500.00	2,500.00	1.00		2,500.00	-	1.00	100%	-
20	TAP FEE	1.00	EA			12,000.00	12,000.00	1.00		12,000.00	-	1.00	100%	-
21	INTAKE, SW-512, 48 INCH	2.00	EA			4,500.00	9,000.00	2.00		9,000.00	-	2.00	100%	-
22	NYLOPLAST DRAIN BASIN, 18 INCH	3.00	EA			2,700.00	8,100.00	3.00		8,100.00	-	3.00	100%	-
23	EXTERNAL DROP CONNECTION	1.00	EA			7,000.00	7,000.00	1.00		7,000.00	-	1.00	100%	-
24	MANHOLE ADJUSTMENT, MINOR	1.00	EA			2,500.00	2,500.00	0.75		1,875.00	-	0.75	75%	625.00
25	MANHOLE ADJUSTMENT, MAJOR	2.00	EA			3,500.00	7,000.00	1.00		3,500.00	-	1.00	50%	3,500.00
26	MANHOLE ADJUSTMENT, MAJOR, WRA	1.00	EA			5,000.00	5,000.00	1.00		5,000.00	-	1.00	100%	-
27	REMOVE INTAKE	2.00	EA			750.00	1,500.00	2.00		1,500.00	-	2.00	100%	-
28	PAVEMENT, PCC, 7 INCH	345.00	SY			97.22	33,540.90	51.25		4,982.53	123.10	174.35	51%	16,590.59
29	PAVEMENT, PCC, 5 INCH, REINFORCED (SPLASHPAD)	258.00	SY			130.62	33,699.96	198.79		25,965.95	-	198.79	77%	7,734.01
30	PAVEMENT, PCC, 7 INCH, INTEGRAL COLOR	305.00	SY			130.12	39,686.60	-		-	202.20	202.20	66%	13,376.34
31	CURB AND GUTTER, 2 FT, 7 INCH	45.00	LF			51.60	2,322.00	-		-	-	-	-	2,322.00
32	REMOVAL OF SIDEWALK	1,275.00	SY			11.00	14,025.00	1,278.00		14,058.00	-	1,278.00	100%	(33.00)
33	SIDEWALK, PCC, 5 INCH	2,410.00	SY			76.79	185,063.90	1,890.60		145,179.17	280.10	2,170.70	90%	18,375.85
34	SIDEWALK, PCC, 6 INCH	175.00	SY			82.26	14,395.50	23.73		1,952.03	-	23.73	14%	12,443.47
35	PAVEMENT REMOVAL	895.00	SY			11.00	9,845.00	895.00		9,845.00	-	895.00	100%	-
36	SALVAGE BRICK PAVERS	250.00	SY			30.00	7,500.00	250.00		7,500.00	-	250.00	100%	-

EICDC C-620 Contractor's Application for Payment

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Unit Price

Progress Estimate - Unit Price Work

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	076.128908
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Contractor's Application for Payment

Application No.: 8			Application Period: From 07/27/24 to 08/28/24			Application Date: 9/16/2024						
A	B	C	D	E	F	F1	F2		G	H	I	J
Bid Item No.	Description	Contract Information		Value of Bid Item (C X E)		Previous Estimate		Quantity This App	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	% of Value of Item (H / F)	Balance to Finish (F - H) (\$)
		Item Quantity	Units	Unit Price (\$)	Value (\$)	Quantity Previous Estimate	Value Previous Estimate					
37	CURB AND GUTTER REMOVAL	45.00	LF	9.00	405.00	39.00	351.00	-	39.00	351.00	87%	54.00
38	PCC EDGE RESTRAINT, FLUSH, 2 FEET	210.00	LF	52.00	10,920.00	156.00	8,112.00	50.00	206.00	10,712.00	98%	208.00
39	TEMPORARY TRAFFIC CONTROL	1.00	LS	1,000.00	1,000.00	0.57	570.00	0.08	0.65	650.00	65%	350.00
40	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND SOD	1.00	AC	15,000.00	15,000.00	-	-	-	-	-	-	15,000.00
41	DECIDUOUS SHRUBS	250.00	SQ	100.00	25,000.00	12.20	1,220.00	-	12.20	1,220.00	5%	23,780.00
42	ORNAMENTAL TREE	195.00	EA	77.50	15,112.50	-	-	-	-	-	-	15,112.50
43	PERENNIAL GROUND COVER (1 GAL)	18.00	EA	346.50	6,237.00	-	-	-	-	-	-	6,237.00
44	PERENNIAL GROUND COVER (1 GAL)	897.00	EA	36.00	32,292.00	-	-	-	-	-	-	32,292.00
45	DECIDUOUS TREE	19.00	EA	517.50	9,832.50	-	-	-	-	-	-	9,832.50
46	EVERGREEN TREE	7.00	EA	440.50	3,083.50	-	-	-	-	-	-	3,083.50
47	SWPPP PREPARATION	1.00	LS	1,500.00	1,500.00	1.00	1,500.00	-	1.00	1,500.00	100%	-
48	SWPPP MANAGEMENT	1.00	LS	7,800.00	7,800.00	0.55	4,290.00	0.10	0.65	5,070.00	65%	2,730.00
49	FILTER SOCK, 8", INSTALL, MAINTAIN, AND REMOVE	5,000.00	LF	3.25	16,250.00	1,575.00	5,118.75	-	1,575.00	5,118.75	32%	11,131.25
50	HANDRAIL, PAINTED	401.00	LF	110.00	44,110.00	-	-	-	-	-	-	44,110.00
51	MOBILIZATION	1.00	LS	110,000.00	110,000.00	1.00	110,000.00	-	1.00	110,000.00	100%	-
52	CONCRETE WASHOUT	1.00	LS	1,500.00	1,500.00	1.00	1,500.00	-	1.00	1,500.00	100%	-
53	TENNIS COURT PAVEMENT AND FENCE REMOVAL	1.00	LS	18,500.00	18,500.00	1.00	18,500.00	-	1.00	18,500.00	100%	-
54	CONCRETE SURFACE STAIN	1,335.00	SF	10.00	13,350.00	-	-	-	-	-	-	13,350.00
55	NON-SKID RUBBERIZED COATING (SPLASHPAD)	1,945.00	SF	13.00	25,285.00	-	-	-	-	-	-	25,285.00
56	REINFORCED CAST-IN-PLACE CONCRETE RETAINING WALL	30.00	CY	1,250.00	37,500.00	30.00	37,500.00	-	30.00	37,500.00	100%	-
57	REINFORCED CAST-IN-PLACE CONCRETE PIERS (LEAF SEAT	36.00	EA	300.00	10,800.00	25.00	7,500.00	11.00	36.00	10,800.00	100%	-
58	REINFORCED CAST-IN-PLACE CONCRETE WALL (LEAF SEAT	785.00	CF	38.25	30,076.25	-	-	-	-	-	-	30,076.25
59	CONCRETE STEPPING PLANKS	7.00	EA	300.00	2,100.00	-	-	-	-	-	-	2,100.00
60	DRINKING FOUNTAIN	1.00	EA	10,000.00	10,000.00	1.00	10,000.00	-	1.00	10,000.00	100%	-
61	SPLASH PAD EQUIPMENT & INSTALLATION	1.00	LS	250,000.00	250,000.00	0.80	200,000.00	-	0.80	200,000.00	80%	50,000.00
62	SALVAGE & REINSTALL FURNISHINGS	1.00	LS	5,000.00	5,000.00	-	-	-	-	-	-	5,000.00
63	PLAYGROUND EQUIPMENT & INSTALLATION	1.00	LS	690,490.00	690,490.00	0.65	448,818.50	-	0.65	448,818.50	65%	241,671.50
64	FALL ATTENUATION SURFACING, POUR-IN-PLACE	6,825.00	SF	37.09	253,139.25	1,150.00	42,653.50	-	1,150.00	42,653.50	17%	210,485.75
65	FALL ATTENUATION SURFACING, SYNTHETIC TURF	2,000.00	SF	39.96	79,920.00	303.30	12,119.87	-	303.30	12,119.87	15%	67,800.13
66	BIKE RACK	8.00	EA	800.00	6,400.00	-	-	-	-	-	-	6,400.00
67	BENCH (WOOD)	4.00	EA	2,446.00	9,784.00	-	-	-	-	-	-	9,784.00
68	STONE BLOCK BENCH	8.00	EA	1,512.50	12,100.00	-	-	8.00	8.00	12,100.00	100%	-
69	ELECTRICAL IMPROVEMENTS, DEMO & SITE PREP	1.00	LS	9,000.00	9,000.00	1.00	9,000.00	-	1.00	9,000.00	100%	-
70	ELECTRICAL IMPROVEMENTS, CIRCUITS	1.00	LS	55,880.00	55,880.00	0.50	27,940.00	-	0.50	27,940.00	50%	27,940.00
71	ELECTRICAL IMPROVEMENTS, POLETOP LIGHTS	1.00	LS	112,000.00	112,000.00	0.50	56,000.00	0.50	1.00	112,000.00	100%	-
72	ELECTRICAL IMPROVEMENTS, BOLLARDS	1.00	LS	47,000.00	47,000.00	0.50	23,500.00	0.50	1.00	47,000.00	100%	-
73	ELECTRICAL IMPROVEMENTS, SALVAGE & RELOCATE B-CYCLE	1.00	LS	1,000.00	1,000.00	-	-	-	-	-	-	1,000.00

EICDC C-620 Contractor's Application for Payment

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Unit Price

Progress Estimate - Unit Price Work

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	076.128908
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Contractor's Application for Payment

Application No.: 8				Application Period: From 07/27/24 to 08/28/24				Application Date: 9/16/2024				
A	B	C	D	E	F	F1	F2	G	H	I	J	
Bid Item No.	Description	Contract Information			Value of Bid Item (C X E) (\$)	Previous Estimate		Quantity This App	Work Completed	% of Value of Item (H / F)	Balance to Finish (F - H) (\$)	
		Item Quantity	Units	Unit Price (\$)		Quantity Previous Estimate	Value Previous Estimate					Estimated Quantity Incorporated in
A1	PAVEMENT, PCC, 7 INCH	227.00	SY	87.98	19,971.46	75.90	6,677.68	151.10	227.00	19,971.46	100%	-
A2	CURB AND GUTTER, 2 FT, 7 INCH	64.00	LF	51.60	3,302.40	25.00	1,290.00	39.00	64.00	3,302.40	100%	-
A3	PAVEMENT REMOVAL	155.00	SY	11.00	1,705.00	21.90	240.90	133.10	155.00	1,705.00	100%	-
A4	CURB AND GUTTER REMOVAL	64.00	LF	9.00	576.00	80.50	724.50	-	80.50	724.50	126%	(148.50)
B1	SPLASH PAD OVERHEAD STRUCTURES	3.00	EA	39,424.00	118,272.00	3.00	118,272.00	-	3.00	118,272.00	100%	-
C1	CAST STONE CUSTOM WALLS (LEAF SEAT WALLS)	599.00	CF	78.50	47,021.50	400.00	31,400.00	199.00	599.00	47,021.50	100%	-
D1	IRRIGATION MODIFY AND EXTEND	1.00	LS	51,112.00	51,112.00	-	-	-	-	-	-	51,112.00
E1	CHAIN LINK FENCE, GALVANIZED, 6'	87.00	LF	52.00	4,524.00	-	-	-	-	-	-	4,524.00
Original Contract Totals					\$ 2,852,637.72		\$ 1,674,316.88			\$ 1,864,855.58	65.0%	\$ 987,782.14
Change Orders												
CO1	CLEARING AND GRUBBING, TREE STUMP	1.00	LS		500.00	1.00	500.00	-	1.00	500.00	100%	-
CO2	CLEARING AND GRUBBING, TREES	1.00	LS		500.00	1.00	500.00	-	1.00	500.00	100%	-
1	CLEARING AND GRUBBING	1.00	LS		4,500.00	1.00		-	1.00	4,500.00	100%	-
2	TOPSOIL, COMPOST AMENDED	35.00	CY	90.00	3,150.00	-		-	-	-	-	3,150.00
3	EXCAVATION, CLASS 10	50.00	CY	50.00	2,500.00	50.00		-	50.00	2,500.00	100%	-
28	PAVEMENT, PCC, 7 INCH	435.00	SY	109.86	47,789.10	28.40		272.50	300.90	33,056.87	69%	14,732.23
30	PAVEMENT, PCC, 7 INCH, COLORED	455.00	SY	141.11	64,205.05	-		173.10	173.10	24,426.14	38%	39,778.91
31	CURB AND GUTTER, 2 FT, 7 INCH	285.00	LF	51.60	14,706.00	-		-	-	-	-	14,706.00
32	REMOVAL OF SIDEWALK	715.00	SY	11.00	7,865.00	715.00		-	715.00	7,865.00	100%	-
33	SIDEWALK, PCC, 5 INCH	105.00	SY	76.79	8,062.95	28.20		-	28.20	2,165.48	27%	5,897.47
34	SIDEWALK, PCC, 6 INCH	(93.00)	SY	82.26	(7,650.18)	-		-	-	-	-	(7,650.18)
37	CURB AND GUTTER REMOVAL	313.00	LF	9.00	2,817.00	-		-	-	-	-	2,817.00
39	TEMPORARY TRAFFIC CONTROL	1.00	LS	6,400.00	6,400.00	1.00		-	1.00	6,400.00	100%	-
41	SOD	35.00	SQ	90.00	3,150.00	-		-	-	-	-	3,150.00
42	DECIDUOUS SHRUBS	47.00	EA	77.50	3,642.50	-		-	-	-	-	3,642.50
43	ORNAMENTAL TREE	(2.00)	EA	346.50	(693.00)	-		-	-	-	-	(693.00)
44	PERENNIAL GROUND COVER (1 GAL)	(12.00)	EA	36.00	(432.00)	-		-	-	-	-	(432.00)
45	DECIDUOUS TREE	11.00	EA	517.50	5,692.50	-		-	-	-	-	5,692.50
46	EVERGREEN TREE	1.00	EA	440.50	440.50	-		-	-	-	-	440.50
47	SWPPP PREPARATION	1.00	LS	500.00	500.00	1.00		-	1.00	500.00	100%	-
49	FILTER SOCK, 8"	600.00	LF	3.25	1,950.00	550.00		-	550.00	1,787.50	92%	162.50
51	MOBILIZATION	1.00	LS	8,623.00	8,623.00	-		1.00	1.00	8,623.00	100%	-
54	CONCRETE SURFACE STAIN	90.00	SF	10.00	900.00	-		-	-	-	-	900.00
76	PAVEMENT MARKINGS REMOVED	2.00	STA	2,000.00	4,000.00	-		-	-	-	-	4,000.00
79	CONCRETE PLANTER CURB	295.00	LF	52.12	15,375.40	-		295.00	295.00	15,375.40	100%	-

EICDC C-620 Contractor's Application for Payment

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Unit Price

Progress Estimate - Unit Price Work

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	076.128908
Contractor:	CALIBER CONCRETE, LLC	Agency's Project No.:	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Contractor's Application for Payment

Application No.: 8			Application Period: From 07/27/24 to 08/28/24			Application Date: 9/16/2024									
A	B		C	D	E	F	F1		F2	G	H	I	J		
Bid Item No.	Description		Contract Information			Value of Bid Item (C X E) (\$)	Previous Estimate		Quantity Previous Estimate	Value Previous Estimate	Quantity This App	Work Completed		% of Value of Item (H / F)	Balance to Finish (F - H) (\$)
			Item Quantity	Units	Unit Price (\$)		Quantity Previous Estimate	Value Previous Estimate				Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)		
80	ELECTRICAL IMPROVEMENTS		1.00	LS	102,055.00	102,055.00	0.15			0.40	40,822.00	40%	61,233.00		
			Change Order Totals			\$ 300,548.82		\$ 1,000.00			\$ 149,021.39	50%	\$ 151,527.43		
Original Contract and Change Orders															
			Project Totals			\$ 3,153,186.54		\$ 1,675,316.88			\$ 2,013,876.97	63.9%	\$ 1,139,309.57		



**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

September 6, 2024

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

RE: 2023 Colby Park Improvements
Pay Request 8

Dear Mr. Plagge:

Submitted for your approval is Pay Request 8 for the above-mentioned project. Pay Request 8 is for a total payment of \$279,693.15. The total value completed to date is \$2,013,876.97, minus 5% retainage of \$100,693.85. Please see Pay Request 8 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 8. Upon approval of Pay Request 8, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office.

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Nate Weitz, PLA
Senior Project Landscape Architect



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 68th Street Reconstruction Project Change Order 1

GENERAL INFORMATION

ATTACHMENTS

1. CO 1 Letter
2. Change Order 1_Signed



Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

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

September 12, 2024

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

RE: 68th Street Reconstruction Project
Change Order 1

Submitted for your approval is Change Order 1 for the above-mentioned project. Change Order 1 includes the final construction quantity adjustment required for contract closeout and a negotiated liquidated damages in the amount of \$10,500 for work performed past the substantial completion date described in the contract documents. The change order finalizes the total contract amount for the project. The approved contract value of \$1,922,231.25 will be decreased by \$101,276.31 for a total final contract value of \$1,820,954.94. Please see Change Order 1 for a full summary of the change items.

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

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

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, P.E.
Principal Engineer

CHANGE ORDER FORM

NO.: 001

Owner: City of Windsor Heights
 Engineer: Bolton & Menk, Inc.
 Contractor: All Star Concrete, LLC
 Project: 68th Street Reconstruction
 Contract Name:
 Date Issued: February 14, 2023 Effective Date of Change Order: September 16, 2024
 Owner's Project No.:
 Engineer's Project No.: 0A1127880
 Contractor's Project No.:

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

Description:

Liquidated damages: -\$10,500.00
 Project quantity change: -\$90,776.31

Attachments:

Progress Estimate – Unit Price Work.

Change in Contract Price	Change in Contract Times [state as either a specific date or a number of days]
Original Contract Price: \$ 1,922,231.25	Original Contract Times: Substantial Completion: September 30, 2023 Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: \$ 1,922,231.25	Contract Times prior to this Change Order: Substantial Completion: September 30, 2023 Ready for final payment:
Decrease this Change Order: \$ 101,276.31	[Increase] [Decrease] this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: \$ 1,820,954.94	Contract Times with all approved Change Orders: Substantial Completion: September 30, 2023 Ready for final payment:

Recommended by Engineer (if required)
 By: Justin Egan
 Title: Principal Engineer
 Date: 9/12/2024

Accepted by Contractor
Alex Vgar
President
09/12/24

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

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CITY OF WINDSOR HEIGHTS
 SEPTEMBER 16, 2024

CHANGE ORDER FORM
 PAGE -1

V20240223

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Windsor Heights	Owner's Project
Engineer:	Bolton & Menk, Inc.	Engineer's Project 0A1.127880
Contractor:	All Star Concrete, LLC	Other Project No.:
Project:	68th Street Reconstruction	
Contract:		

Application No.:		9 - Final		Application Period:		From		05/02/24		to		09/11/24		Application Date:		09/16/24	
A	B			C	D	E	F	F1	F2	G	H	J	K	L			
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Previous Estimate		Work Completed		Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)			
										Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Original Contract																	
1	CLEARING AND GRUBBING	1	LS	\$ 8,500.00	\$ 8,500.00	1.13	9,600.00	1.13	\$ 9,600.00	\$ 9,600.00	113%	\$ (1,100.00)					
2	TOPSOIL, ON-SITE	375	CY	\$ 20.00	\$ 7,500.00	375.00	7,500.00	375.00	\$ 7,500.00	\$ 7,500.00	100%	\$ -					
3	EXCAVATION, CLASS 10	1,085	CY	\$ 20.00	\$ 21,700.00	1,085.00	21,700.00	1,085.00	\$ 21,700.00	\$ 21,700.00	100%	\$ -					
4	BELOW GRADE EXCAVATION (CORE OUT)	230	CY	\$ 60.00	\$ 13,800.00	-	-	-	\$ -	\$ -	-	\$ 13,800.00					
5	SUBGRADE PREPARATION	5,515	SY	\$ 3.25	\$ 17,923.75	4,053.15	13,172.74	4,053.15	\$ 13,172.74	\$ 13,172.74	73%	\$ 4,751.01					
6	SUBGRADE TREATMENT, 15% POZZO STONE	560	TON	\$ 50.00	\$ 28,000.00	-	-	-	\$ -	\$ -	-	\$ 28,000.00					
7	SUBBASE, MODIFIED, 8"	5,515	SY	\$ 14.50	\$ 79,967.50	5,515.00	79,967.50	5,515.00	\$ 79,967.50	\$ 79,967.50	100%	\$ -					
8	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	200	CY	\$ 70.00	\$ 14,000.00	-	-	-	\$ -	\$ -	-	\$ 14,000.00					
9	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 8"	20	LF	\$ 210.00	\$ 4,200.00	-	-	-	\$ -	\$ -	-	\$ 4,200.00					
10	SANITARY SEWER SERVICE STUB, PVC, 4"	1	EA	\$ 3,500.00	\$ 3,500.00	-	-	-	\$ -	\$ -	-	\$ 3,500.00					
11	STORM SEWER, TRENCHED, RCP, 15"	640	LF	\$ 85.00	\$ 54,400.00	632.00	53,720.00	632.00	\$ 53,720.00	\$ 53,720.00	99%	\$ 680.00					
12	STORM SEWER, TRENCHED, RCP, 18"	84	LF	\$ 140.00	\$ 11,760.00	90.00	12,600.00	90.00	\$ 12,600.00	\$ 12,600.00	107%	\$ (840.00)					
13	STORM SEWER, TRENCHED, RCP, 24"	99	LF	\$ 125.00	\$ 12,375.00	85.00	10,625.00	85.00	\$ 10,625.00	\$ 10,625.00	86%	\$ 1,750.00					
14	REMOVAL OF STORM SEWER, LESS THAN 36"	132	LF	\$ 25.00	\$ 3,300.00	132.00	3,300.00	132.00	\$ 3,300.00	\$ 3,300.00	100%	\$ -					
15	SUBDRAIN, HDPE, 6"	2,365	LF	\$ 25.00	\$ 59,125.00	2,365.00	59,125.00	2,365.00	\$ 59,125.00	\$ 59,125.00	100%	\$ -					
16	SUBDRAIN CLEANOUT, TYPE A-1, 6"	11	EA	\$ 700.00	\$ 7,700.00	11.00	7,700.00	11.00	\$ 7,700.00	\$ 7,700.00	100%	\$ -					
17	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6"	9	EA	\$ 350.00	\$ 3,150.00	9.00	3,150.00	9.00	\$ 3,150.00	\$ 3,150.00	100%	\$ -					
18	CONNECT TO SUBDRAIN PIPE	1	EA	\$ 125.00	\$ 125.00	-	-	-	\$ -	\$ -	-	\$ 125.00					
19	WATER MAIN, TRENCHED, C900 DR18 PVC, RESTRAINED	20	LF	\$ 100.00	\$ 2,000.00	20.00	2,000.00	20.00	\$ 2,000.00	\$ 2,000.00	100%	\$ -					
20	WATER MAIN, TRENCHED, C900 DR18 PVC, STAB JOINT, 8",	1,245	LF	\$ 75.00	\$ 93,375.00	1,245.00	93,375.00	1,245.00	\$ 93,375.00	\$ 93,375.00	100%	\$ -					
21	WATER MAIN, TRENCHED, C900 DR18 PVC, RESTRAINED	160	LF	\$ 85.00	\$ 13,600.00	160.00	13,600.00	160.00	\$ 13,600.00	\$ 13,600.00	100%	\$ -					
22	FITTING, 6"	120	LB	\$ 25.00	\$ 3,000.00	139.00	3,475.00	139.00	\$ 3,475.00	\$ 3,475.00	116%	\$ (475.00)					
23	FITTING, 8"	1,220	LB	\$ 15.00	\$ 18,300.00	1,266.00	18,990.00	1,266.00	\$ 18,990.00	\$ 18,990.00	104%	\$ (690.00)					
24	WATER SERVICE TRANSFER, COPPER, 1" (SAME SIDE)	13	EA	\$ 2,500.00	\$ 32,500.00	12.00	30,000.00	12.00	\$ 30,000.00	\$ 30,000.00	92%	\$ 2,500.00					
25	WATER SERVICE TRANSFER, COPPER, 1" (OPPOSITE SIDE)	13	EA	\$ 3,500.00	\$ 45,500.00	14.00	49,000.00	14.00	\$ 49,000.00	\$ 49,000.00	108%	\$ (3,500.00)					
26	WATER MAIN REMOVAL	150	LF	\$ 30.00	\$ 4,500.00	60.00	1,800.00	60.00	\$ 1,800.00	\$ 1,800.00	40%	\$ 2,700.00					
27	VALVE, GATE, DUCTILE IRON (DI), 6"	1	EA	\$ 2,400.00	\$ 2,400.00	1.00	2,400.00	1.00	\$ 2,400.00	\$ 2,400.00	100%	\$ -					
28	VALVE, GATE, DUCTILE IRON (DI), 8"	4	EA	\$ 3,100.00	\$ 12,400.00	3.00	9,300.00	3.00	\$ 9,300.00	\$ 9,300.00	75%	\$ 3,100.00					
29	FIRE HYDRANT ASSEMBLY	3	EA	\$ 8,000.00	\$ 24,000.00	3.00	24,000.00	3.00	\$ 24,000.00	\$ 24,000.00	100%	\$ -					
30	FLUSHING DEVICE (BLOW OFF), MIN 2 IN DIAMETER,	3	EA	\$ 2,400.00	\$ 7,200.00	2.00	4,800.00	2.00	\$ 4,800.00	\$ 4,800.00	67%	\$ 2,400.00					
31	FIRE HYDRANT ASSEMBLY REMOVAL	3	EA	\$ 800.00	\$ 2,400.00	3.00	2,400.00	3.00	\$ 2,400.00	\$ 2,400.00	100%	\$ -					

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Windsor Heights	Owner's Project
Engineer:	Bolton & Menk, Inc.	Engineer's Project
Contractor:	All Star Concrete, LLC	Other Project No.:
Project:	68th Street Reconstruction	
Contract:		

Application No.:		9 - Final		Application Period:		From		05/02/24		to		09/11/24		Application Date:		09/16/24	
A	B			C	D	E	F	F1	F2	G	H	J	K	L			
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)					
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
32	VALVE BOX REMOVAL	5	EA	\$ 400.00	\$ 2,000.00	5.00	2,000.00	5.00	\$ 2,000.00	\$ 2,000.00	100%	\$ -					
33	TAP FEE, 1", REPLACEMENT TAP FOR WATER SERVICE	26	EA	\$ 450.00	\$ 11,700.00	26.00	11,700.00	26.00	\$ 11,700.00	\$ 11,700.00	100%	\$ -					
34	PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE	2	EA	\$ 2,200.00	\$ 4,400.00	2.00	4,400.00	2.00	\$ 4,400.00	\$ 4,400.00	100%	\$ -					
35	FOUNDATION ROCK	50	TON	\$ 60.00	\$ 3,000.00	-	-	-	\$ -	\$ -	-	\$ 3,000.00					
36	STORM MANHOLE, SW-401, 48"	1	EA	\$ 6,500.00	\$ 6,500.00	1.00	6,500.00	1.00	\$ 6,500.00	\$ 6,500.00	100%	\$ -					
37	INTAKE, SW-503	1	EA	\$ 10,500.00	\$ 10,500.00	1.00	10,500.00	1.00	\$ 10,500.00	\$ 10,500.00	100%	\$ -					
38	INTAKE, SW-505	6	EA	\$ 10,500.00	\$ 63,000.00	6.00	63,000.00	6.00	\$ 63,000.00	\$ 63,000.00	100%	\$ -					
39	INTAKE, SW-508	1	EA	\$ 11,500.00	\$ 11,500.00	1.00	11,500.00	1.00	\$ 11,500.00	\$ 11,500.00	100%	\$ -					
40	INTAKE, SW-510, MODIFIED, 13' X 5'	1	EA	\$ 35,000.00	\$ 35,000.00	1.00	35,000.00	1.00	\$ 35,000.00	\$ 35,000.00	100%	\$ -					
41	MANHOLE ADJUSTMENT, MINOR	3	EA	\$ 1,600.00	\$ 4,800.00	3.00	4,800.00	3.00	\$ 4,800.00	\$ 4,800.00	100%	\$ -					
42	MANHOLE ADJUSTMENT, MAJOR	2	EA	\$ 3,700.00	\$ 7,400.00	2.00	7,400.00	2.00	\$ 7,400.00	\$ 7,400.00	100%	\$ -					
43	REMOVE INTAKE	5	EA	\$ 800.00	\$ 4,000.00	5.00	4,000.00	5.00	\$ 4,000.00	\$ 4,000.00	100%	\$ -					
44	PAVEMENT, PCC, 7"	4,280	SY	\$ 67.00	\$ 286,760.00	4,280.00	286,760.00	4,350.00	\$ 291,450.00	\$ 291,450.00	102%	\$ (4,690.00)					
45	PAVEMENT, PCC, 10"	35	SY	\$ 100.00	\$ 3,500.00	33.00	3,300.00	33.00	\$ 3,300.00	\$ 3,300.00	94%	\$ 200.00					
46	REMOVAL OF SIDEWALK	25	SY	\$ 22.00	\$ 550.00	33.00	726.00	33.00	\$ 726.00	\$ 726.00	132%	\$ (176.00)					
47	REMOVAL OF DRIVEWAY	835	SY	\$ 17.00	\$ 14,195.00	835.00	14,195.00	835.00	\$ 14,195.00	\$ 14,195.00	100%	\$ -					
48	SIDEWALK, PCC, 4"	560	SY	\$ 60.00	\$ 33,600.00	626.22	37,573.20	626.22	\$ 37,573.20	\$ 37,573.20	112%	\$ (3,973.20)					
49	SIDEWALK, PCC, 6"	25	SY	\$ 85.00	\$ 2,125.00	12.10	1,028.50	12.10	\$ 1,028.50	\$ 1,028.50	48%	\$ 1,096.50					
50	DETECTABLE WARNING	20	SF	\$ 55.00	\$ 1,100.00	20.00	1,100.00	20.00	\$ 1,100.00	\$ 1,100.00	100%	\$ -					
51	DRIVEWAY, PAVED, PCC, 6"	885	SY	\$ 70.00	\$ 61,950.00	825.35	57,774.50	825.35	\$ 57,774.50	\$ 57,774.50	93%	\$ 4,175.50					
52	DRIVEWAY, GRANULAR	250	TON	\$ 50.00	\$ 12,500.00	69.55	3,477.50	69.55	\$ 3,477.50	\$ 3,477.50	28%	\$ 9,022.50					
53	PAVEMENT REMOVAL	4,075	SY	\$ 13.00	\$ 52,975.00	4,075.00	52,975.00	4,075.00	\$ 52,975.00	\$ 52,975.00	100%	\$ -					
54	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 13,850.00	\$ 13,850.00	1.00	13,850.00	1.00	\$ 13,850.00	\$ 13,850.00	100%	\$ -					
55	PERFORATED SQUARE STEEL TUBE POSTS	12	EA	\$ 600.00	\$ 7,200.00	12.00	7,200.00	12.00	\$ 7,200.00	\$ 7,200.00	100%	\$ -					
56	WATERING	25	MGAL	\$ 60.00	\$ 1,500.00	25.00	1,500.00	25.00	\$ 1,500.00	\$ 1,500.00	100%	\$ -					
57	SOD	215	SQ	\$ 65.00	\$ 13,975.00	231.00	15,015.00	231.00	\$ 15,015.00	\$ 15,015.00	107%	\$ (1,040.00)					
58	SWPPP PREPARATION	1	LS	\$ 1,500.00	\$ 1,500.00	1.00	1,500.00	1.00	\$ 1,500.00	\$ 1,500.00	100%	\$ -					
59	SWPPP MANAGEMENT	1	LS	\$ 2,100.00	\$ 2,100.00	1.00	2,100.00	1.00	\$ 2,100.00	\$ 2,100.00	100%	\$ -					
60	FILTER SOCK, 8"	2,450	LF	\$ 2.00	\$ 4,900.00	245.00	490.00	245.00	\$ 490.00	\$ 490.00	10%	\$ 4,410.00					
61	STABILIZED CONSTRUCTION ENTRANCE	100	SY	\$ 15.00	\$ 1,500.00	-	-	-	\$ -	\$ -	-	\$ 1,500.00					
62	EROSION CONTROL MULCHING, HYDRO MULCHING	0.45	AC	\$ 3,000.00	\$ 1,350.00	-	-	-	\$ -	\$ -	-	\$ 1,350.00					
63	INLET PROTECTION DEVICE, MAINTENANCE, AND REMOVAL	15	EA	\$ 200.00	\$ 3,000.00	18.00	3,600.00	18.00	\$ 3,600.00	\$ 3,600.00	120%	\$ (600.00)					
64	MODULAR BLOCK RETAINING WALL	250	SF	\$ 50.00	\$ 12,500.00	250.00	12,500.00	250.00	\$ 12,500.00	\$ 12,500.00	100%	\$ -					
65	MOBILIZATION	1	LS	\$ 499,000.00	\$ 499,000.00	1.00	499,000.00	1.00	\$ 499,000.00	\$ 499,000.00	100%	\$ -					
66	MAINTENANCE OF POSTAL SERVICE	1	LS	\$ 3,000.00	\$ 3,000.00	1.00	3,000.00	1.00	\$ 3,000.00	\$ 3,000.00	100%	\$ -					
67	MAINTENANCE OF SOLID WASTE COLLECTION	1	LS	\$ 13,200.00	\$ 13,200.00	1.00	13,200.00	1.00	\$ 13,200.00	\$ 13,200.00	100%	\$ -					
68	TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS	1	LS	\$ 75,000.00	\$ 75,000.00	1.00	75,000.00	1.00	\$ 75,000.00	\$ 75,000.00	100%	\$ -					
69	CONCRETE WASHOUT	1	LS	\$ 2,600.00	\$ 2,600.00	1.00	2,600.00	1.00	\$ 2,600.00	\$ 2,600.00	100%	\$ -					
70	CURBSIDE MAILBOX	26	EA	\$ 800.00	\$ 20,800.00	24.00	19,200.00	24.00	\$ 19,200.00	\$ 19,200.00	92%	\$ 1,600.00					
Original Contract Totals					\$ 1,922,231.25		\$ 1,826,764.94		\$ 1,831,454.94	\$ 1,831,454.94	95%	\$ 90,776.31					

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Windsor Heights										Owner's Project			
Engineer:	Bolton & Menk, Inc.										Engineer's Project		0A1.127880	
Contractor:	All Star Concrete, LLC										Other Project No.:			
Project:	68th Street Reconstruction													
Contract:														

Application No.:	9 - Final		Application Period:	From	05/02/24		to	09/11/24		Application Date:	09/16/24	
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A	B	C	D	E	F	F1	F2	G	H	J	K	L				
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)							
Change Orders																
CO 001	Liquidated Damages	1.00		(10,500.00)	(10,500.00)				(10,500.00)	(10,500.00)	100%	-				
CO 001	Project quantity change	1.00		(90,776.31)	(90,776.31)				-	-		(90,776.31)				
Change Order Totals					\$	(101,276.31)			\$	(10,500.00)	\$	(10,500.00)	10%	\$	(90,776.31)	
Original Contract and Change Orders																
Project Totals					\$	1,820,954.94				\$	1,820,954.94	\$	1,820,954.94	100%	\$	-



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 68th Street Reconstruction Project Pay Request 9 -Final

GENERAL INFORMATION

ATTACHMENTS

1. LTR-Pay App 9 FINAL
2. Pay Request 9 FINAL_Signed



Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

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

September 12, 2024

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

RE: 68th Street Reconstruction Project
Pay Request 9 -Final

Dear Mr. Plagge

Submitted for your approval is Pay Request 9-Final for the above-mentioned project. Pay Request 9 is for a total payment of \$85,528.25. The final total value completed is \$1,820,954.94. This pay request releases all retainage minus \$10,500 of liquidated damages. The project has been completed and has been accepted by the City. Please see Pay Request 9 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc. recommends the approval of Pay Request 9. Upon approval of Pay Request 9, please sign 3 copies in the space provided. Return one executed copy of the pay request to our office and one executed copy of the pay request to All Star Concrete, LLC with payment.

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, P.E.
Project Manager

Enclosures

Contractor's Application for Payment

Owner:	<u>City of Windsor Heights</u>	Owner's Project No.:	<u> </u>
Engineer:	<u>Bolton & Menk, Inc.</u>	Engineer's Project No.:	<u>0A1.127880</u>
Contractor:	<u>All Star Concrete, LLC</u>	Other Project No.:	<u> </u>
Project:	<u>68th Street Reconstruction</u>		
Contract:	<u> </u>		

Application No.: 9 - Final **Application Date:** 9/16/2024
Application Period: **From** 5/2/2024 **to** 9/11/2024

1. Original Contract Price	\$	1,922,231.25
2. Net change by Change Orders	\$	(101,276.31)
3. Current Contract Price (Line 1 + Line 2)	\$	1,820,954.94
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,820,954.94
5. Retainage		
a. <u> </u> X \$ 1,820,954.94 Work Completed	\$	-
b. <u>5%</u> X \$ <u> </u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,820,954.94
7. Less previous payments (Line 6 from prior application)	\$	1,735,426.69
8. Amount due this application	\$	85,528.25

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and
- (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: All Star Concrete, LLC

Signature: <u>Alex Vazquez</u>	Date: <u>09/12/24</u>
Name: <u>Alex Vazquez</u>	Title: <u>President</u>

Recommended by Engineer

By: Justin Ernst
Name: Justin Ernst
Title: Principal Engineer
Date: 9/12/2024

Approved by Owner

By:
Name:
Title:
Date:

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Windsor Heights	Owner's Project	
Engineer:	Bolton & Menk, Inc.	Engineer's Project	0A1.127880
Contractor:	All Star Concrete, LLC	Other Project No.:	
Project:	68th Street Reconstruction		
Contract:			

Application No.:	9 - Final	Application Period:	From	05/02/24	to	09/11/24	Application Date: 09/16/24					
A	B	C	D	E	F	F1	F2	G	H	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
Original Contract												
1	CLEARING AND GRUBBING	1	LS	\$ 8,500.00	\$ 8,500.00	1.13	9,600.00	1.13	\$ 9,600.00	\$ 9,600.00	113%	\$ (1,100.00)
2	TOPSOIL, ON-SITE	375	CY	\$ 20.00	\$ 7,500.00	375.00	7,500.00	375.00	\$ 7,500.00	\$ 7,500.00	100%	\$ -
3	EXCAVATION, CLASS 10	1,085	CY	\$ 20.00	\$ 21,700.00	1,085.00	21,700.00	1,085.00	\$ 21,700.00	\$ 21,700.00	100%	\$ -
4	BELOW GRADE EXCAVATION (CORE OUT)	230	CY	\$ 60.00	\$ 13,800.00	-	-	-	\$ -	\$ -	-	\$ 13,800.00
5	SUBGRADE PREPARATION	5,515	SY	\$ 3.25	\$ 17,923.75	4,053.15	13,172.74	4,053.15	\$ 13,172.74	\$ 13,172.74	73%	\$ 4,751.01
6	SUBGRADE TREATMENT, 15% POZZO STONE	560	TON	\$ 50.00	\$ 28,000.00	-	-	-	\$ -	\$ -	-	\$ 28,000.00
7	SUBBASE, MODIFIED, 8"	5,515	SY	\$ 14.50	\$ 79,967.50	5,515.00	79,967.50	5,515.00	\$ 79,967.50	\$ 79,967.50	100%	\$ -
8	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	200	CY	\$ 70.00	\$ 14,000.00	-	-	-	\$ -	\$ -	-	\$ 14,000.00
9	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 8"	20	LF	\$ 210.00	\$ 4,200.00	-	-	-	\$ -	\$ -	-	\$ 4,200.00
10	SANITARY SEWER SERVICE STUB, PVC, 4"	1	EA	\$ 3,500.00	\$ 3,500.00	-	-	-	\$ -	\$ -	-	\$ 3,500.00
11	STORM SEWER, TRENCHED, RCP, 15"	640	LF	\$ 85.00	\$ 54,400.00	632.00	53,720.00	632.00	\$ 53,720.00	\$ 53,720.00	99%	\$ 680.00
12	STORM SEWER, TRENCHED, RCP, 18"	84	LF	\$ 140.00	\$ 11,760.00	90.00	12,600.00	90.00	\$ 12,600.00	\$ 12,600.00	107%	\$ (840.00)
13	STORM SEWER, TRENCHED, RCP, 24"	99	LF	\$ 125.00	\$ 12,375.00	85.00	10,625.00	85.00	\$ 10,625.00	\$ 10,625.00	86%	\$ 1,750.00
14	REMOVAL OF STORM SEWER, LESS THAN 36"	132	LF	\$ 25.00	\$ 3,300.00	132.00	3,300.00	132.00	\$ 3,300.00	\$ 3,300.00	100%	\$ -
15	SUBDRAIN, HDPE, 6"	2,365	LF	\$ 25.00	\$ 59,125.00	2,365.00	59,125.00	2,365.00	\$ 59,125.00	\$ 59,125.00	100%	\$ -
16	SUBDRAIN CLEANOUT, TYPE A-1, 6"	11	EA	\$ 700.00	\$ 7,700.00	11.00	7,700.00	11.00	\$ 7,700.00	\$ 7,700.00	100%	\$ -
17	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6"	9	EA	\$ 350.00	\$ 3,150.00	9.00	3,150.00	9.00	\$ 3,150.00	\$ 3,150.00	100%	\$ -
18	CONNECT TO SUBDRAIN PIPE	1	EA	\$ 125.00	\$ 125.00	-	-	-	\$ -	\$ -	-	\$ 125.00
19	WATER MAIN, TRENCHED, C900 DR18 PVC, RESTRAINED	20	LF	\$ 100.00	\$ 2,000.00	20.00	2,000.00	20.00	\$ 2,000.00	\$ 2,000.00	100%	\$ -
20	WATER MAIN, TRENCHED, C900 DR18 PVC, STAB JOINT, 8",	1,245	LF	\$ 75.00	\$ 93,375.00	1,245.00	93,375.00	1,245.00	\$ 93,375.00	\$ 93,375.00	100%	\$ -
21	WATER MAIN, TRENCHED, C900 DR18 PVC, RESTRAINED	160	LF	\$ 85.00	\$ 13,600.00	160.00	13,600.00	160.00	\$ 13,600.00	\$ 13,600.00	100%	\$ -
22	FITTING, 6"	120	LB	\$ 25.00	\$ 3,000.00	139.00	3,475.00	139.00	\$ 3,475.00	\$ 3,475.00	116%	\$ (475.00)
23	FITTING, 8"	1,220	LB	\$ 15.00	\$ 18,300.00	1,266.00	18,990.00	1,266.00	\$ 18,990.00	\$ 18,990.00	104%	\$ (690.00)
24	WATER SERVICE TRANSFER, COPPER, 1" (SAME SIDE)	13	EA	\$ 2,500.00	\$ 32,500.00	12.00	30,000.00	12.00	\$ 30,000.00	\$ 30,000.00	92%	\$ 2,500.00
25	WATER SERVICE TRANSFER, COPPER, 1" (OPPOSITE SIDE)	13	EA	\$ 3,500.00	\$ 45,500.00	14.00	49,000.00	14.00	\$ 49,000.00	\$ 49,000.00	108%	\$ (3,500.00)
26	WATER MAIN REMOVAL	150	LF	\$ 30.00	\$ 4,500.00	60.00	1,800.00	60.00	\$ 1,800.00	\$ 1,800.00	40%	\$ 2,700.00
27	VALVE, GATE, DUCTILE IRON (DI), 6"	1	EA	\$ 2,400.00	\$ 2,400.00	1.00	2,400.00	1.00	\$ 2,400.00	\$ 2,400.00	100%	\$ -
28	VALVE, GATE, DUCTILE IRON (DI), 8"	4	EA	\$ 3,100.00	\$ 12,400.00	3.00	9,300.00	3.00	\$ 9,300.00	\$ 9,300.00	75%	\$ 3,100.00
29	FIRE HYDRANT ASSEMBLY	3	EA	\$ 8,000.00	\$ 24,000.00	3.00	24,000.00	3.00	\$ 24,000.00	\$ 24,000.00	100%	\$ -
30	FLUSHING DEVICE (BLOW OFF), MIN 2 IN DIAMETER,	3	EA	\$ 2,400.00	\$ 7,200.00	2.00	4,800.00	2.00	\$ 4,800.00	\$ 4,800.00	67%	\$ 2,400.00
31	FIRE HYDRANT ASSEMBLY REMOVAL	3	EA	\$ 800.00	\$ 2,400.00	3.00	2,400.00	3.00	\$ 2,400.00	\$ 2,400.00	100%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Windsor Heights	Owner's Project
Engineer:	Bolton & Menk, Inc.	Engineer's Project
Contractor:	All Star Concrete, LLC	Other Project No.: 0A1.127880
Project:	68th Street Reconstruction	
Contract:		

Application No.: 9 - Final		Application Period:		From	05/02/24	to	09/11/24	Application Date: 09/16/24				
A	B	C	D	E	F	F1	F2	G	H	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
32	VALVE BOX REMOVAL	5	EA	\$ 400.00	\$ 2,000.00	5.00	2,000.00	5.00	\$ 2,000.00	\$ 2,000.00	100%	\$ -
33	TAP FEE, 1", REPLACEMENT TAP FOR WATER SERVICE	26	EA	\$ 450.00	\$ 11,700.00	26.00	11,700.00	26.00	\$ 11,700.00	\$ 11,700.00	100%	\$ -
34	PREPARE EXCAVATION FOR TAPPING SLEEVE AND VALVE	2	EA	\$ 2,200.00	\$ 4,400.00	2.00	4,400.00	2.00	\$ 4,400.00	\$ 4,400.00	100%	\$ -
35	FOUNDATION ROCK	50	TON	\$ 60.00	\$ 3,000.00	-	-	-	\$ -	\$ -	-	\$ 3,000.00
36	STORM MANHOLE, SW-401, 48"	1	EA	\$ 6,500.00	\$ 6,500.00	1.00	6,500.00	1.00	\$ 6,500.00	\$ 6,500.00	100%	\$ -
37	INTAKE, SW-503	1	EA	\$ 10,500.00	\$ 10,500.00	1.00	10,500.00	1.00	\$ 10,500.00	\$ 10,500.00	100%	\$ -
38	INTAKE, SW-505	6	EA	\$ 10,500.00	\$ 63,000.00	6.00	63,000.00	6.00	\$ 63,000.00	\$ 63,000.00	100%	\$ -
39	INTAKE, SW-508	1	EA	\$ 11,500.00	\$ 11,500.00	1.00	11,500.00	1.00	\$ 11,500.00	\$ 11,500.00	100%	\$ -
40	INTAKE, SW-510, MODIFIED, 13' X 5'	1	EA	\$ 35,000.00	\$ 35,000.00	1.00	35,000.00	1.00	\$ 35,000.00	\$ 35,000.00	100%	\$ -
41	MANHOLE ADJUSTMENT, MINOR	3	EA	\$ 1,600.00	\$ 4,800.00	3.00	4,800.00	3.00	\$ 4,800.00	\$ 4,800.00	100%	\$ -
42	MANHOLE ADJUSTMENT, MAJOR	2	EA	\$ 3,700.00	\$ 7,400.00	2.00	7,400.00	2.00	\$ 7,400.00	\$ 7,400.00	100%	\$ -
43	REMOVE INTAKE	5	EA	\$ 800.00	\$ 4,000.00	5.00	4,000.00	5.00	\$ 4,000.00	\$ 4,000.00	100%	\$ -
44	PAVEMENT, PCC, 7"	4,280	SY	\$ 67.00	\$ 286,760.00	4,280.00	286,760.00	4,350.00	\$ 291,450.00	\$ 291,450.00	102%	\$ (4,690.00)
45	PAVEMENT, PCC, 10"	35	SY	\$ 100.00	\$ 3,500.00	33.00	3,300.00	33.00	\$ 3,300.00	\$ 3,300.00	94%	\$ 200.00
46	REMOVAL OF SIDEWALK	25	SY	\$ 22.00	\$ 550.00	33.00	726.00	33.00	\$ 726.00	\$ 726.00	132%	\$ (176.00)
47	REMOVAL OF DRIVEWAY	835	SY	\$ 17.00	\$ 14,195.00	835.00	14,195.00	835.00	\$ 14,195.00	\$ 14,195.00	100%	\$ -
48	SIDEWALK, PCC, 4"	560	SY	\$ 60.00	\$ 33,600.00	626.22	37,573.20	626.22	\$ 37,573.20	\$ 37,573.20	112%	\$ (3,973.20)
49	SIDEWALK, PCC, 6"	25	SY	\$ 85.00	\$ 2,125.00	12.10	1,028.50	12.10	\$ 1,028.50	\$ 1,028.50	48%	\$ 1,096.50
50	DETECTABLE WARNING	20	SF	\$ 55.00	\$ 1,100.00	20.00	1,100.00	20.00	\$ 1,100.00	\$ 1,100.00	100%	\$ -
51	DRIVEWAY, PAVED, PCC, 6"	885	SY	\$ 70.00	\$ 61,950.00	825.35	57,774.50	825.35	\$ 57,774.50	\$ 57,774.50	93%	\$ 4,175.50
52	DRIVEWAY, GRANULAR	250	TON	\$ 50.00	\$ 12,500.00	69.55	3,477.50	69.55	\$ 3,477.50	\$ 3,477.50	28%	\$ 9,022.50
53	PAVEMENT REMOVAL	4,075	SY	\$ 13.00	\$ 52,975.00	4,075.00	52,975.00	4,075.00	\$ 52,975.00	\$ 52,975.00	100%	\$ -
54	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 13,850.00	\$ 13,850.00	1.00	13,850.00	1.00	\$ 13,850.00	\$ 13,850.00	100%	\$ -
55	PERFORATED SQUARE STEEL TUBE POSTS	12	EA	\$ 600.00	\$ 7,200.00	12.00	7,200.00	12.00	\$ 7,200.00	\$ 7,200.00	100%	\$ -
56	WATERING	25	MGAL	\$ 60.00	\$ 1,500.00	25.00	1,500.00	25.00	\$ 1,500.00	\$ 1,500.00	100%	\$ -
57	SOD	215	SQ	\$ 65.00	\$ 13,975.00	231.00	15,015.00	231.00	\$ 15,015.00	\$ 15,015.00	107%	\$ (1,040.00)
58	SWPPP PREPARATION	1	LS	\$ 1,500.00	\$ 1,500.00	1.00	1,500.00	1.00	\$ 1,500.00	\$ 1,500.00	100%	\$ -
59	SWPPP MANAGEMENT	1	LS	\$ 2,100.00	\$ 2,100.00	1.00	2,100.00	1.00	\$ 2,100.00	\$ 2,100.00	100%	\$ -
60	FILTER SOCK, 8"	2,450	LF	\$ 2.00	\$ 4,900.00	245.00	490.00	245.00	\$ 490.00	\$ 490.00	10%	\$ 4,410.00
61	STABILIZED CONSTRUCTION ENTRANCE	100	SY	\$ 15.00	\$ 1,500.00	-	-	-	\$ -	\$ -	-	\$ 1,500.00
62	EROSION CONTROL MULCHING, HYDRO MULCHING	0.45	AC	\$ 3,000.00	\$ 1,350.00	-	-	-	\$ -	\$ -	-	\$ 1,350.00
63	INLET PROTECTION DEVICE, MAINTENANCE, AND REMOVAL	15	EA	\$ 200.00	\$ 3,000.00	18.00	3,600.00	18.00	\$ 3,600.00	\$ 3,600.00	120%	\$ (600.00)
64	MODULAR BLOCK RETAINING WALL	250	SF	\$ 50.00	\$ 12,500.00	250.00	12,500.00	250.00	\$ 12,500.00	\$ 12,500.00	100%	\$ -
65	MOBILIZATION	1	LS	\$ 499,000.00	\$ 499,000.00	1.00	499,000.00	1.00	\$ 499,000.00	\$ 499,000.00	100%	\$ -
66	MAINTENANCE OF POSTAL SERVICE	1	LS	\$ 3,000.00	\$ 3,000.00	1.00	3,000.00	1.00	\$ 3,000.00	\$ 3,000.00	100%	\$ -
67	MAINTENANCE OF SOLID WASTE COLLECTION	1	LS	\$ 13,200.00	\$ 13,200.00	1.00	13,200.00	1.00	\$ 13,200.00	\$ 13,200.00	100%	\$ -
68	TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS	1	LS	\$ 75,000.00	\$ 75,000.00	1.00	75,000.00	1.00	\$ 75,000.00	\$ 75,000.00	100%	\$ -
69	CONCRETE WASHOUT	1	LS	\$ 2,600.00	\$ 2,600.00	1.00	2,600.00	1.00	\$ 2,600.00	\$ 2,600.00	100%	\$ -
70	CURBSIDE MAILBOX	26	EA	\$ 800.00	\$ 20,800.00	24.00	19,200.00	24.00	\$ 19,200.00	\$ 19,200.00	92%	\$ 1,600.00
Original Contract Totals					\$ 1,922,231.25		\$ 1,826,764.94		\$ 1,831,454.94	\$ 1,831,454.94	95%	\$ 90,776.31

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Windsor Heights	Owner's Project	
Engineer:	Bolton & Menk, Inc.	Engineer's Project	0A1.127880
Contractor:	All Star Concrete, LLC	Other Project No.:	
Project:	68th Street Reconstruction		
Contract:			

Application No.:		9 - Final		Application Period:		From		05/02/24		to		09/11/24		Application Date:				09/16/24		
A	B					C	D	E	F	F1	F2	G	H	J	K	L				
Bid Item No.	Description					Contract Information				Previous Estimate		Work Completed		Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
									Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)							
						Item Quantity	Units	Unit Price (\$)												
Change Orders																				
CO 001	Liquidated Damages					1.00		(10,500.00)	(10,500.00)				(10,500.00)	(10,500.00)	100%		-			
CO 001	Project quantity change					1.00		(90,776.31)	(90,776.31)				-	-			(90,776.31)			
Change Order Totals									\$	(101,276.31)				\$	(10,500.00)	\$	(10,500.00)	10%	\$	(90,776.31)
Original Contract and Change Orders																				
Project Totals									\$	1,820,954.94				\$	1,820,954.94	\$	1,820,954.94	100%	\$	-



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 68th Street Reconstruction Project Certificate of Completion

GENERAL INFORMATION

ATTACHMENTS

1. Certificate of Completion

**FINAL ACCEPTANCE
AND
CERTIFICATE OF COMPLETION**

68th Street Reconstruction
City of Windsor Heights, Iowa

All Star Concrete, LLC
4989 NW Johnston Drive
Johnston, IA 50131

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

Exceptions – None

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

The final contract amount is \$1,820,954.94

Dated this 16 th of September, 2024
--

Recommended by Engineer, Bolton & Menk, Inc.

By  _____
Justin Ernst, Bolton & Menk, Inc.

Accepted by Owner, City of Windsor Heights

By _____

Name _____

Title _____

Date _____



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Mike Jones, Mayor

SUBJECT: Approve Resolution No. 2024-58 - A Resolution Approving Lauren Probst's Special Events Committee Appointment

GENERAL INFORMATION

Mayor Pro Tem and Committee Chair Skeries is recommending Lauren Probst, of 79th Street, for appointment to the Community Events Committee. Lauren has been a Windsor Heights resident since 2019 and has volunteered previously at Movies in the Park, Fall Festival, Windsor Wonderland. She's a graduate of the University of Iowa and a legal assistant in the Trusts & Estates group at BrownWinick Law Firm.

SUMMARY

I would ask Council to appoint Lauren Probst to the Community Events Committee.

ATTACHMENTS

1. Resolution No. 2024-58 A Resolution Approving Committee Appointment - Probst

RESOLUTION NO. 2024-58

**A RESOLUTION APPROVING LAUREN PROBST’S SPECIAL
EVENTS COMMITTEE APPOINTMENT**

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 Lauren Probst to the Special Events Committee.

NOW, THEREFORE BE IT HEREBY RESOLVED by the City of Windsor Heights City Council that it hereby approves the Mayor’s appointment of Lauren Probst to the Special Events Committee.

Passed and Approved this 16th Day of September, 2024.

Mayor Mike Jones

Attest:

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**

September 16, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Discussion on The Windsor's University Avenue Access

GENERAL INFORMATION

BACKGROUND

On June 3rd, 2024 City Council approved the site plan for The Windsor with the following condition regarding The Windsor's University Ave access as reflected in City Council minutes.

Motion by Threase Harms to approve the 1148 63rd Street Site Plan (The Windsor Apartments) with the conditions of approval laid out by City Staff, an additional condition that a roughly 50-foot section of chain-link fence be replaced with a 6-foot privacy fence on the south side of the property, and with the Traffic condition that the full access driveway be allowed on University Avenue, as long as it is aligned with 64th Street and that moving this driveway to the west isn't possible, on a temporary/review basis. This temporary full access will be allowed for 3 years after the receipt of the certificate of occupancy (received within 6 months after opening) and will be determined to be reviewed if within that 3 years there are more total accidents than what has previously happened in the last 3 years (6 total accidents), at which time City Council may require the developer to turn that access into a right-in/right-out access if deemed necessary for public safety. Seconded by Joseph Jones. Motion passed 5-0.

Bolton and Menk's staff report from June 3rd included the following information in italics regarding traffic and access.

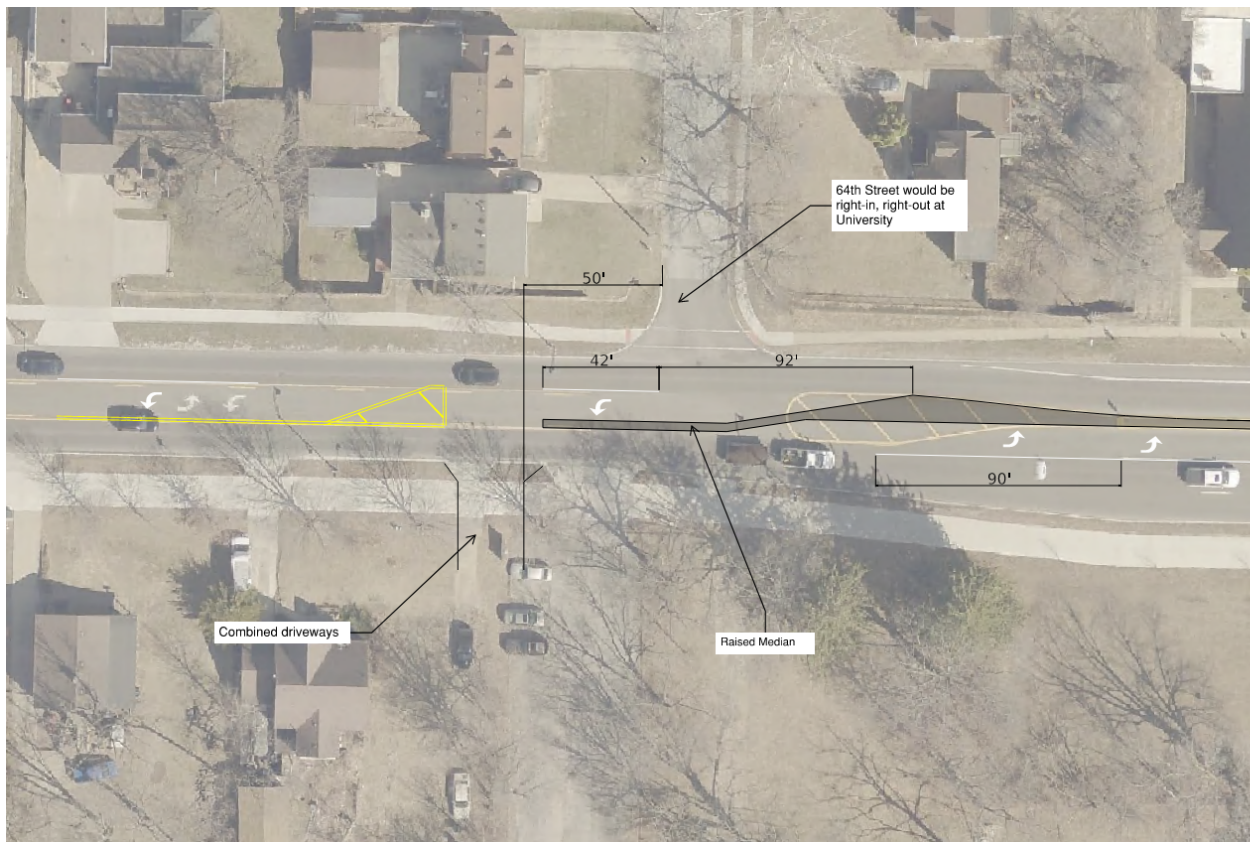
Traffic General Comments

1. University Avenue Access (page 9)

- a. As shown on the 4/15/24 site plan, the proposed driveway aligned with 64th Street on University is within the functional area of the intersection of 63rd/University. Queues are anticipated and have been observed to block this driveway in the peak hours. Per the report, the delay for residents leaving the apartment is LOS*

F. Creating a westbound left turn lane on University for the apartments will limit the ability to extend the eastbound left turn lane at 63rd street which is already a heavy movement.

- 1. It is encouraged that the developer work with adjacent property owners to move the full access driveway further west away from the intersection of 63rd Street. Note: Both city staff and/or the developer have reached out in person, letter, and phone to the owner of 6412 University Avenue to discuss options and received no response from the property owner.*
- 2. One idea for the driveway access to move further west is shown below:*



If the above is not an option, the developer should make the driveway right-in, right-out only by placing a median across the intersection with 64th Street.

Traffic Other Comments

If City Council chooses to recommend allowing the proposed full access on University Avenue, the City Administration recommends it be a temporary full access and a condition on the site plan approval. A temporary full-access shall be allowed on to University Ave as shown in the site plan. Said access shall be limited to a duration of three years from the date an occupancy certificate is issued for any structure built, after which time the City Council must review the access to determine if the temporary full-access may continue or otherwise terminated and

converted to a right-in-right-out only access. Temporary full access may also be terminated prior to three years as directed by the Council if they so determine said access has contributed to additional total accidents or if roadway improvements are determined necessary. When temporary full-access is terminated, any action needed to discourage use as a full-access shall be a cost of the developer.

GENERAL INFORMATION

Since June 3rd, staff and the developer have been working to improve access to The Windsor. Bolton and Menk has discussed with the City of Des Moines retiming of the signal at 63rd and University Ave. Administration has also reached out to Des Moines Engineering Director Steve Neber to request adjustments to the signal's timing during PM Peak traffic, no response has been received as of yet. Des Moines previously indicated to Bolton and Menk no immediate adjustments should be expected.

The Developer and Administration have also been in contact with adjacent landowners about potential property acquisition or access easements. The Developer was successful in negotiating an access easement with the owner of 6410 University Ave. This easement would allow The Windsor's access to shift slightly west away from the intersections que and down the hill. Shifting of this access would also allow a median to be extended west beyond 64th St. thus turning 64th St. at University Ave. into a Right In Right Out only. A rendering of this is shown above as part of Bolton and Menk's June staff report. This change would eliminate one challenging turning maneuver from the intersection area. 64th St. southbound vehicles would instead need to access eastbound University via 65th St.

STAFF RECOMMENDATION

Administration recommends allowing The Windsor's University access to shift west onto 6410 University Ave's easement. While the access would ideally move further west, this small shift west will preserve the ability to extend the University Ave median to 64th St., even if it is not currently desired by City Council. If the Council desires to maintain full access on 64th St., a Right Turn Only Sign during specified peak PM hours could be installed on 64th St., as has been done elsewhere in Des Moines along University Ave. However, it should be noted the efficacy of these signs is not absolute. If Council desires the median to be extended to 64th St. at the present, administration has indicated to the developer they would be required to complete this median work as part of their site development.

ATTACHMENTS

1. 6.3.24 University and 63rd - The Windsor Staff Report
2. 6.3.24 The Windsor Traffic Staff Memo_040524
3. 6.3.24 Regular City Council Meeting Minutes

STAFF REPORT

Date: June 3, 2024
To: Windsor Heights City Council
From: Trey Rouse
Subject: Site Plan: 1148 63rd Street (University Avenue and 63rd Street Corner)

General Information

Applicant: Nick Jensen
3611 NE Otterview Circle
Ankeny, IA 50021
Property Owner: The Windsor LLC
Proposed Use: Residential, Multi-Family
Zoning: UC (Urban Center District)
Location: University Avenue and 63rd Street Corner

Summary

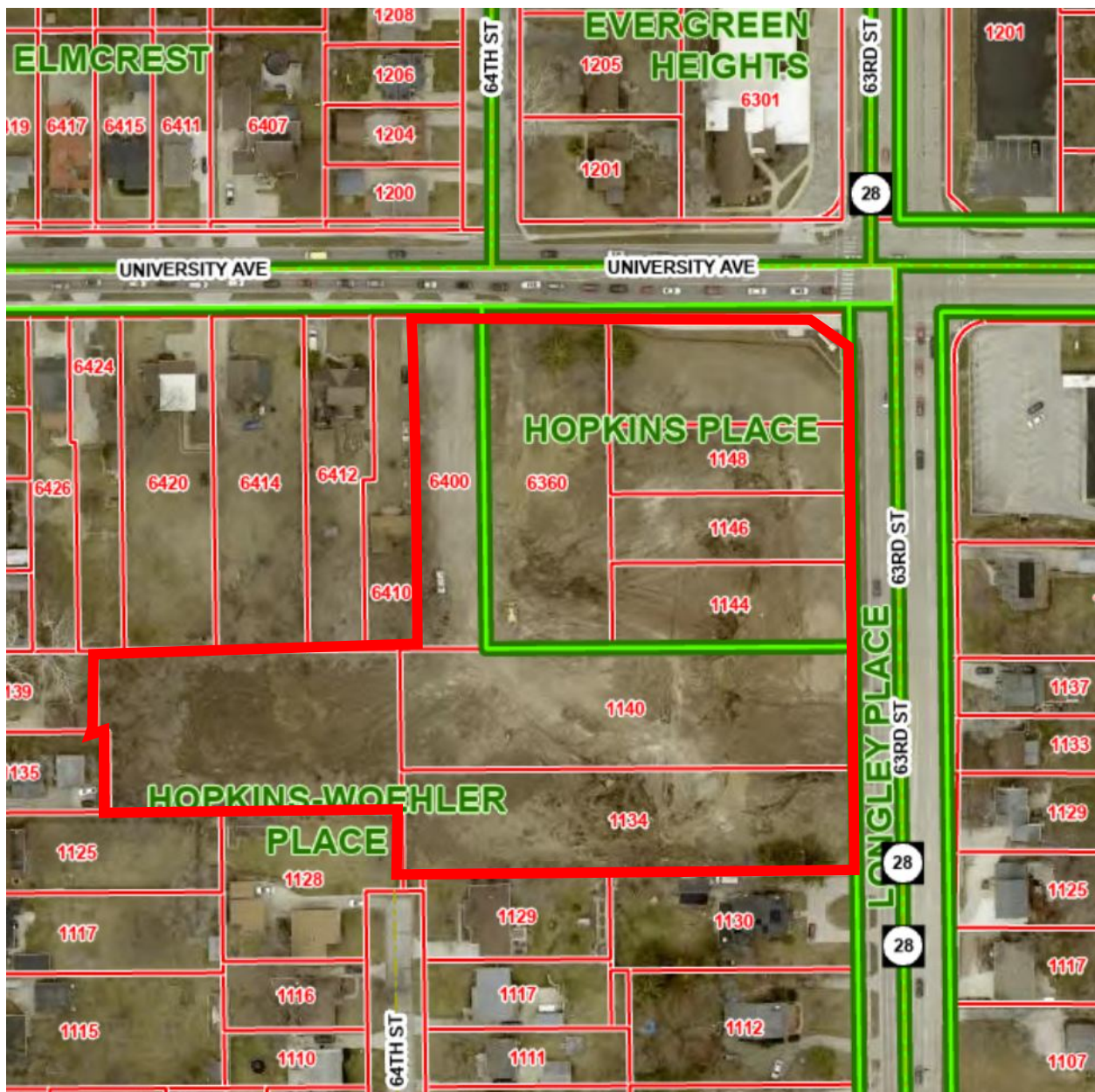
The applicant, Nick Jensen representing The Windsor LLC, is requesting to develop The Windsor Apartments, a 101-Unit Multi-Family Dwelling Unit Development in the UC District (Urban Center District) for the use of the property described as University Avenue and 63rd Street Corner. The UC District (Urban Center District) allows for Residential, Multi-Family use within the UC District by right. This development would include 1-Bedroom Unit apartments and 2-Bedroom apartments with roughly half of the units being each form of unit, all at market value with no restrictions such as age or income level that include on site surface parking (108 stalls), garage parking (40 garages), and underground parking (40 stalls). This development also includes short-term (26 parking spots) and long-term bike parking (11 parking spots) throughout the surface parking and underground parking. This project is also a recipient of a \$1 million workforce housing tax credit. This project also provides pedestrian access to University Avenue and 63rd Street in addition to dedicating property as part of the project that could help provide future pedestrian access between 64th Street and University.

City Staff has completed a review of the documentation submitted by the applicant. The submitted application materials are attached to this report.

Existing Conditions

The 5.01-acre lot is in the UC – Urban Center Zoning District. This Zoning District allows for up to 20 residential units/acre. The property has had the previous structures demolished and removed from the property. The developer has received a grading permit and is currently grading at their own risk in anticipation of this Site Plan submission. Currently only trees and vegetation

remain. This property currently has one full-access driveway onto the property from University Avenue. ROW Grading has begun on the property and the applicant received the ROW Grading Permit from City Council and Staff.



Legal Description

PART OF PARCEL A IN LOT 1 OF HOPKINS PLACE, AN OFFICIAL PLAT, PER THAT PLAT OF SURVEY FILED IN BOOK 9221, PAGES 674-675 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA; AND PART OF LOTS 2, 3 AND 4 IN HOPKINS PLACE, AN OFFICIAL PLAT; AND PART OF LOTS 5, 11, 12, 22, 23, AND 24 IN HOPKINS-WOEHLER PLACE, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A IN LOT 1 OF HOPKINS PLACE, A POINT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY AVENUE AS PRESENTLY ESTABLISHED AND THE EAST LINE OF SAID LOT 4 IN HOPKINS PLACE; THENCE SOUTH 00°37'08" EAST, 44.41 FEET ALONG THE WEST LINE OF SAID PARCEL A; THENCE NORTH 89°55'37" EAST, 95.76 FEET; THENCE SOUTH 00°04'23" EAST, 20.50 FEET; THENCE NORTH 89°55'37" EAST, 109.29 FEET TO THE EAST LINE OF SAID PARCEL A ALSO BEING THE WEST RIGHT-OF-WAY LINE OF 63RD STREET AS PRESENTLY ESTABLISHED; THENCE SOUTH 00°34'01" EAST, 26.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 63RD STREET TO THE SOUTHEAST CORNER OF SAID PARCEL A; THENCE SOUTH 00°38'53" EAST, 59.95 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 63RD STREET; THENCE SOUTH 00°35'55" EAST, 59.72 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 63RD STREET; THENCE SOUTH 00°38'11" EAST, 73.65 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 63RD STREET; THENCE SOUTH 00°37'06" EAST, 39.94 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 63RD STREET; THENCE SOUTH 02°11'11" EAST, 100.25 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 63RD STREET; THENCE SOUTH 02°17'50" EAST, 54.89 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 63RD STREET TO THE NORTH LINE OF THE SOUTH 15 FEET OF SAID LOT 22 IN HOPKINS-WOEHLER PLACE; THENCE SOUTH 89°55'49" WEST, 369.78 FEET ALONG THE NORTH LINE OF THE SOUTH 15 FEET OF SAID LOT 22; THENCE NORTH 00°57'32" WEST, 69.96 FEET; THENCE NORTH 89°51'53" WEST, 9.28 FEET; THENCE NORTH 00°34'54" WEST, 124.91 FEET TO THE SOUTHEAST CORNER OF THE WEST 15 FEET OF SAID LOT 5 IN HOPKINS-WOEHLER PLACE; THENCE NORTH 00°34'54" WEST, 291.23 FEET ALONG THE EAST LINE OF THE WEST 15 FEET OF SAID LOT 5 TO THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY AVENUE; THENCE SOUTH 87°44'11" EAST, 170.21 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF UNIVERSITY AVENUE TO THE POINT OF BEGINNING. CONTAINING 168,618 SQUARE FEET (3.87 ACRES).

Site Plan for Development

Lot Area	5,000 sq.ft.
Lot Width	25 ft
Front Yard Setback	0 ft
Side Yard Setback	0 ft
Rear Yard Setback	10 ft (When abutting Residential Zoning District, must have fully landscaped or visual buffer)

Traffic Study/Traffic Information

At the request of the City, the applicant completed a traffic study on the University Avenue and 63rd Street corridor and determined the project's contribution to the current traffic in the corridor and has met on-site during peak P.M traffic to discuss the unique access challenges this property faces. A traffic study was completed by the applicant and reviewed by City Staff. The traffic study shows that the traffic created by The Windsor project would create further issues with the current congestion noticed by the University Avenue and 63rd Street corridor based upon their current design. Staff requested further information and clarification and provided solutions to the applicant. The applicant has retention of the full access on University Avenue instead of the suggested right-in/right-out by City Staff. 63rd St. access is under Iowa DOT jurisdiction and the developer is limited by the Iowa DOT to a Right In Right Out.

City staff reached out to City of Des Moines traffic staff regarding the signal timing at 63rd and University as potential issues were observed onsite during peak P.M. traffic. The City of Des Moines manages this signal. They confirmed that the timings appear appropriate for the traffic volumes last captured at the intersection but stated they are looking to get updated counts to confirm if anything more could be changed here.

They also stated that this signal is due to get an updated controller next year which will allow the city of Des Moines to better monitor and adjust the signal timings in a more responsive manner.

The traffic study is attached.

Parkland Dedication

With the development or redevelopment of a parcel or lot into residential (with the exception of Single-Family residential) there is a required Parkland Dedication attached to the development based upon the type or residential development and units developed.

As part of the site plan review process City staff and the developer met to discuss trail and parkland dedication. It was agreed to provide for City Council consideration for an exchange of property as shown on page 18 of the site plan. The City is to provide the developer with 7,287 sq. ft. of unutilized ROW property at the corner of University Ave. and 63rd, south of the trail and existing landscaping. In exchange, the developer is to provide 40,284 sq. ft. of property west of their proposed development as "Parkland". This parkland includes the primary detention basin

for The Windsor, which the developer will continue to be responsible for maintaining in its proposed form. However, the basin could be expanded in the future to efficiently serve additional redevelopment projects adjacent to The Windsor, while minimizing water surface area used for detention that would otherwise become undevelopable.

The land exchange and parkland dedication are intended to be mutually beneficial, allowing for The Windsor to incorporate their northern nyloplast basin on currently unutilized city property while incorporating a nascent city park and trail property as sketched out in the attached Park and Trail Concept on the developer's property intended to be dedicated to the city. The concept anticipates potential future additional adjacent parkland dedications as adjoining properties redevelop as envisioned in the Future Land Use Map. These dedications would complete the trail connection between University and 64th St, create enough parkland for active use and efficiently satisfy future stormwater detention requirements.

Equation for Parkland Dedication:

$(\text{number of units}) \times (1.5 \text{ individuals/unit}) \times (.005 \text{ acres/individual})$

The Windsor Apartments Parkland Dedication Requirement:

$101 \text{ Units} \times 1.5 \text{ (Individuals/Unit)} \times .005 \text{ (Acres/Individual)} = 0.7575 \text{ Acres}$

The applicant has provided and set aside land to meet this requirement as stated by the City. This can be seen in the attached diagram and meets the minimum Parkland Dedication requirement and can be accepted by the City Council or another form of compensation can be met.

Landscaping and Plantings

The applicant has provided a landscaping plan within the site plan (sheet 14) to illustrate the planting locations and types of plantings that will be on the development. The plantings provided and shown meet the requirements of the landscaping requirements by numbers and utilize plants on the approved Windsor Heights Tree/Plant list. The required number of trees and shrubs based upon the size of development are 58 trees (1/2000 sq. ft. of pervious area) and 286 shrubs (5/2000 sq. ft. of pervious area).

This requirement has been met as the applicant shows in the site plan to be providing 62 trees in total (utilizing 16 existing trees) and 299 shrubs.

In addition to this, A draft development requires the developer to plant 50 trees on the site in an effort to replace some of the lost tree canopy resulting from the project. The development agreement proposes any shortfall in trees planted on the site, to the proposed 50, be provided to the City for planting elsewhere in the City. Based on the proposed site plan, the developer will be required to provide the City eight trees.

Building Façade

Within the Urban Center District, there is a building façade material requirement based upon the quality of the materials and the percentage of the primary street facing façade that the material covers. The Urban Center District requires 75% of the street facing façade be brick on the first

floor (not including windows and doorways) with the remainder of the first floor being any grade A or grade B material. All other floors may be grade A or grade B materials.

The primary street frontages that need to meet this requirement are the north and east side of the development. Shown on sheet 22, the north side of the development meets these requirements with 75% brick and 25% other grade A or grade B material (Fiber Cement Siding). Also shown on sheet 22, the east side of the development meets the requirements of having 99% brick façade with 1% being another material.

Stormwater/Drainage

The applicant has provided a Stormwater Plan to address the stormwater drainage on the proposed site and to address the stormwater requirements that are outlined within the City Code. On sheets 5 – 11, the details of their stormwater plan are provided and how they impact the site. Having an underground north basin to supplement stormwater needs near University Avenue, along with basins that line the southern part of the site. These basins include the southeast basin, south basin, and west basin closest to 64th Street. Each of these are considered to be dry basins (or detention basin that do not have water remain in them constantly like a retention basin/pond) that fill during storms or rain and gradually discharge at either the same rate as what is discharged now or a slower rate to become dry when not being directly filled. These basins also include within and surrounding them different plantings along the end and use a ditch mixture for absorption and storm detention. This is seen heavily within the west basin as the main director of where excess water heads towards 64th Street.

The applicant has provided updated Stormwater management plans but still has conditions of quality to be met along with other conditions that were agreed with City Staff to be considered conditions of approval for the Site Plan. At this time, the Site Plan does not meet the requirements as set forth by the City of Windsor Heights but with the conditions of approval that are laid out further in this report, the applicant would meet all of the requirements.

The Stormwater Management Plan is attached.

Parking Requirements

Based upon the proposed site and development, minimum parking requirements have been established by the City of Windsor Heights.

Automotive Vehicle parking for a Multi-Family Dwelling use is 1 Parking Stall/Unit. This would require 101 parking stalls based upon the size of the development. The applicant meets this parking requirement by providing: 40 underground parking stalls, 40 garage parking stalls, and 108 surface parking stalls.

Bike parking is required at developments as well. Short-term and Long-term bike parking are considered to be separate and are required in different capacities. 1 Short-term bike parking stall is required for every 4 units. 1 Long-term bike parking stall is required for every 10 units. This creates the requirements of 26 short-term bike parking stalls and 11 long-term bike parking stalls. The applicant meets this requirement by providing 26 short-term bike parking stalls and 22

long-term bike parking stalls on the surface parking area and underground parking area. There is a condition within the conditions for approval to make sure all bike parking has enough space for use, the garage long-term bike parking needs this to be addressed.

Screenings and Buffers

Screening and buffers are required to protect less intensive uses found in the R-1, R-2, and R-3 Districts from more intense uses that are commonly found in the UC, CC, and LI Districts. The Windsor Apartment project is located within the UC District and considered a more intensive district compared to surrounding Zoning Districts. The Windsor project abuts the R-2 District on its southern site boundary, so it is required to have a minimum of a 10 ft. fully opaque buffer according to Table 173.05-03-Screened Buffer Yard Requirements.

Table 173.05-03 – Screened Buffer Yard Requirements

		Less Intensive Adjacent District
		R-1*, R-2*, & R-3
More Intensive District	UC, CC	10 Feet
	LI	20 Feet
*Applies to residential uses only.		

The following requirements need to be met for the opaque buffer between the Zoning Districts:

2. Opaque Barrier. An opaque barrier shall be provided which visually screens the conditions listed in subsection 1 from less intensive uses by employing one or more of the following in any combination to obtain a solid barrier of at least 6' in height:

- a. A solid wood and/or masonry fence or wall at least six feet in height.
- b. A landscaped screen, using a minimum of 50% evergreen plant material, capable of providing a substantially opaque, hedge-like barrier and attaining a minimum height of six feet within three years of planting. (Note: All planting materials shall conform to the minimum caliper/size requirements set in Table 173-02)
- c. A landscaped earth berm with a maximum slope of three to one, rising no less than six feet above the existing grade of the lot line separating the zoning districts.
- d. Any combination of these methods that achieves a cumulative height of six feet.

The applicant is meeting this requirement with a fully landscaped buffer to create the required opaque residential buffer with approved planting materials as listed in Table 173-02.

The applicant is also required to screen any Trash Enclosure that is on the premises according to the city standards and requirements. This needs to be an opaque buffer that does not allow direct viewing of the Trash Enclosure. The applicant has met this requirement with the proposed 6' wall enclosure that matches the façade of the closest walls of the primary structure on the site. This can be seen within the Site Plan.

Comprehensive Plan Review

The Windsor Heights Comprehensive Plan has been reviewed by City Staff to make sure that this project aligns with the goals and ideals of the Comprehensive Plan. The proposed Windsor Apartment development project meets several of the goals identified and outlined within the Comprehensive Plan and addresses the following goals as determined by the City Staff. The Comprehensive Plan supports the proposed project as it is presented.

Neighborhood Enhancement:

1. Broaden the mix of housing to appeal to a wide range of people of all stages of life.
 - a. This project assists in achieving this goal by introducing more available housing for current or future residents of Windsor Heights. It also provides a diversity in housing as much of the surrounding area is Single-Family Dwelling Unit housing with this providing Multi-Family Dwelling Units.

Economic Development:

1. Support strategic redevelopment along key corridors, including University Avenue, Hickman Road, 73rd Street, and 63rd Street.
 - a. This project goes to supporting strategic redevelopment along both University Avenue and 63rd Street. With many new residents living in this area, it not only benefits the tax base of the area for the City, but also gives more opportunity to surrounding businesses for foot traffic and new patrons to their establishments.

Future Land Use Map

The future land use map should be used as guidance for areas throughout the City. The map identifies this location as mixed use, which is defined on page 40 of the 2017 Comprehensive Plan. "Mixed Use. This area encourages combinations of limited commercial, office, and residential uses.

The proposed project conforms to the vision that has been laid out by the Comprehensive Plan Future Land Use Map.



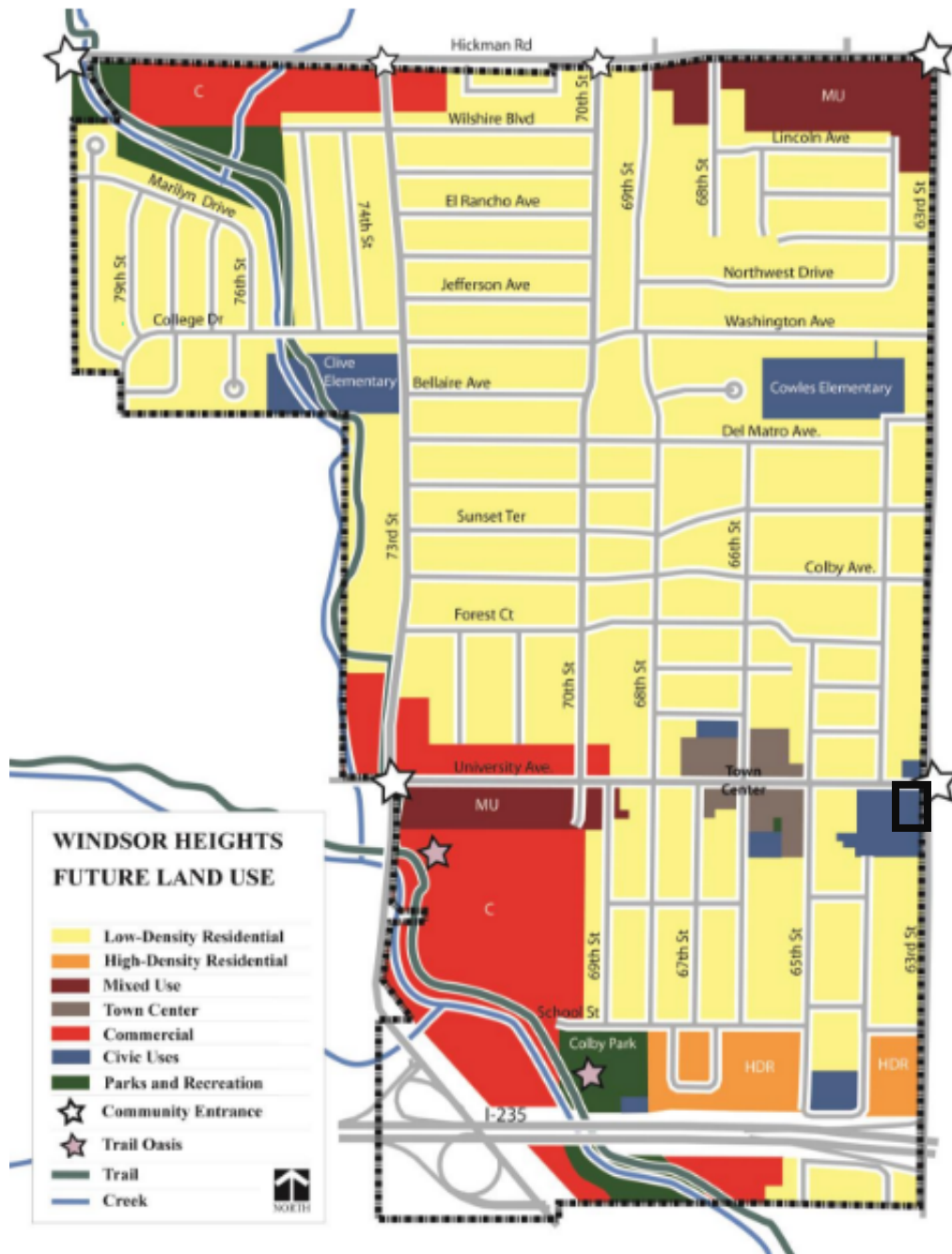


Figure 2: Windsor Heights' 2017 Comprehensive Plan's
Future Land Use Map

Zoning Map

The parcels are currently zoned for Urban Center District which is defined in [Table 168-1 Purposes of Zoning Districts](#) as “This district recognizes the mixed-use character primarily along the University Avenue corridor, which is the principal route through central Windsor Heights. This district contains a combination of residential, commercial, and office uses and is known for its walkability and main street feel.”

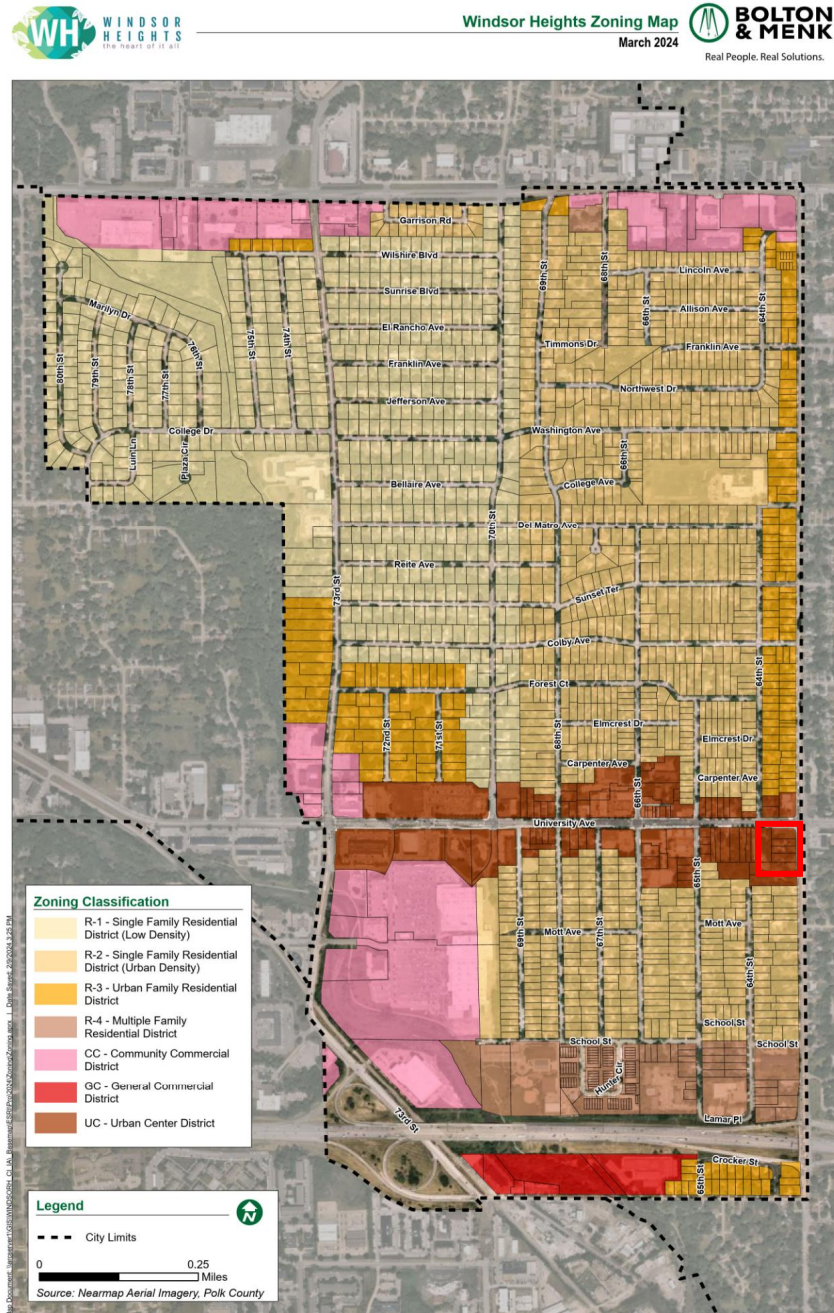


Figure 3: Current Zoning Map

Public Comments Received

The City of Windsor Heights City Staff, at the time of the creation of this Staff Report, received Public Comments virtually from one (1) resident and participated in the Public Hearing at the Planning and Zoning Commission meeting where three (3) members of the public spoke.

Comments brought forth by the Public Hearing and Virtual Outreach:

1. Traffic issues existing on University Avenue would worsen due to the addition of the project on the corner.
2. Stormwater concerns about how the water would drain, where it would drain, and at what rate it would drain from the basins.
3. Public safety concerns about the residents living south of the project site on 64th Street and having children in the neighborhood going onto or near the West Basin.
4. Lack of communication by the City about the project and meetings on the project.

Current Work Done at Site

The developer has begun grading and received the necessary permits to begin this form of work on their site. The permits received (grading and shell building permits) can be approved outside of the Site Plan review process but the Site Plan review process needs to be complete for development to begin. The developer has been grading at their own risk and has obtained the shell building permit for footing construction, again this has been done at their own risk due to their timeline constraints and unresolved storm water design issues.

Conclusion and Recommendation from Staff

After reviewing all of the documentation submitted by the applicant by City Staff and all City Departments, Staff compared the project to the goals and vision of the Comprehensive Plan and other City plans. After review and comparison, Staff came to their recommendation.

The City Staff recommends to the City Council that they approve the site plan for 1148 63rd Street (The Windsor Apartments) with the conditions recommended by City Staff and the Planning and Zoning Commission.

Conclusion and Recommendation from Planning and Zoning Commission

After holding a meeting and Public Hearing on May 22nd, 2024, the Planning and Zoning Commission reviewed all documentation presented by City Staff and the Applicant. After review, they heard from the public during the public hearing, and discussed their recommendation to City Council. The Planning and Zoning Commission came to their recommendation.

The Planning and Zoning Commission recommends approval of the site plan for 1148 63rd Street (The Windsor Apartments) by the City Council with the conditions of approval laid out by City Staff along with the Traffic condition that the full access driveway be allowed on University Avenue, as long as it is aligned with 64th Street and that moving this driveway to the west isn't possible, on a temporary/review basis. This temporary full access will be allowed for 3 years after the receipt of the certificate of occupancy (received within 6 months after opening) and will be determined to be reviewed if within that 3 years there are more total accidents than what has previously happened in the last 3 years (6 total

accidents) at which time City Council may require the developer to turn that access into a right-in/right-out access if deemed necessary for public safety.

Recommended Motion

Motion to approve the 1148 63rd Street Site Plan (The Windsor Apartments) with the conditions of approval laid out by City Staff along with the Traffic condition that the full access driveway be allowed on University Avenue, as long as it is aligned with 64th Street and that moving this driveway to the west isn't possible, on a temporary/review basis. This temporary full access will be allowed for 3 years after the receipt of the certificate of occupancy (received within 6 months after opening) and will be determined to be reviewed if within that 3 years there are more total accidents than what has previously happened in the last 3 years (6 total accidents) at which time City Council may require the developer to turn that access into a right-in/right-out access if deemed necessary for public safety.

Conditions:

All of the following conditions will be met, reviewed by the city department assigned, and deemed complete before approval of the site plan and before any development can take place.

General Comments

1. All permits related to the project will be held and released concurrently at the approval of the following:
 - a. Approval of signs and utility from Safe Building.
 - b. Revision of site plan application in accordance with the comment letter and all corresponding comments from each City Department.
 - c. Professional Signatures on Final Site Plan including Licensed Surveyor (Chapter 170.10)
 - d. City Council approval of site plan.

Storm Water General Comments

1. The Rev calculation for the West Detention in Appendix H uses cumulative storage numbers that do not match the stage-storage curve for the West Basin within the model output. Please resolve the discrepancy.
2. The WQv standard is required by the Windsor Heights City Code. Please adjust the detention facilities to meet this standard.
3. Include a soil management plan in the report. Provide details for topsoil preservation and respread in the report and include notes in the plans (See 11. Topsoil Requirements in the Windsor Heights Storm Water Standards).

Storm Water Plan Sheet Comments

4. Add bioretention cell components (aggregate layer depth, amended soil depth, amended soil specs, etc.) to the plans if that is how the WQv standard will be met.

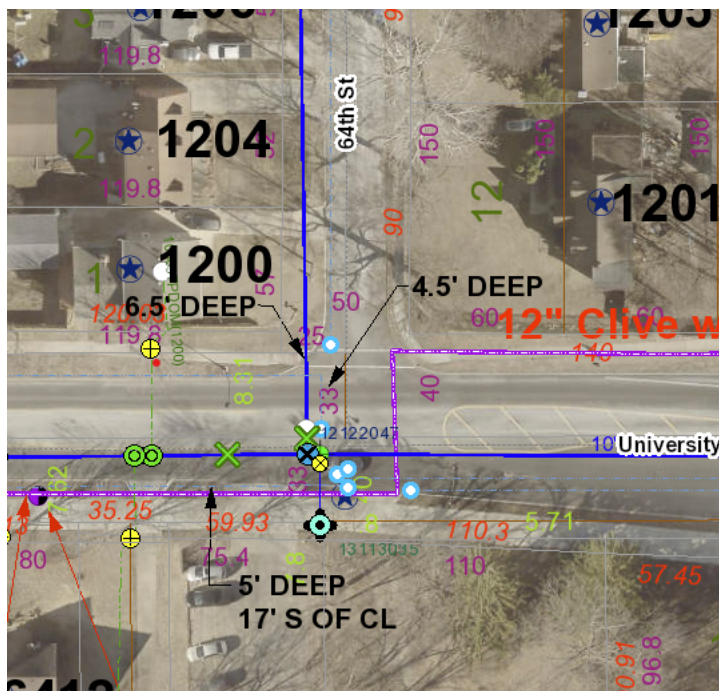
5. The emergency overflow of the West Basin is the entire south, north and west sides. What is the plan to protect that? Right now it just shows turf.
6. Ensure the 100-yr WSELs in the plans match the stormwater report. For example, see the Southeast Basin numbers.
7. Show details of the outlet onto 64th Street. (ie. FES, etc.). Plans show pipe run STSP-7.

Stormwater Other Comments

8. Adjust western water basin design to accommodate a walkway per 3/27/24 email and map or provide explanation for any alternative design. A walkway connection along the southern section of the pond is the highest priority.
9. Storm water agreement to match final signed site plan.

Des Moines Water Works Comments

1. The existing hydrant near the proposed entrance will need to be removed & a new hydrant assembly installed...instead of installing a 90 bend to head east, install tapping & sleeve & valve lay straight south to proposed location. The actual 12" Clive main location will need to be verified. The hydrant lead will need a minimum of 10' separation from the existing 12" 90 Bend. Note should be added for the contractor installing new hydrant assembly to protect & avoid existing thrust block on the 90-degree bend.
2. Hydrants and valves are to have a minimum separation of 10' from trees shrubs.



Engineering Comments

1. Complete Stormwater Maintenance Agreement and submit per instructions. Final agreement once final property ownership is determined Complete Stormwater

Maintenance Agreement and submit per instructions. Final agreement once final property ownership is determined. Presuming dedication of the western detention basin to the city, the maintenance agreement shall stipulate the developer maintain the detention basin, per the approved site plan, within the parkland dedication area in perpetuity.

2. Provided trail easement to be filed once site plan is approved.
3. Provide DOT approval of driveway.
4. Finalize easements once final property ownership is determined.
5. RECP to be minimum of Type 2, note on plans.
6. TRM to be minimum of Type 2, note on plans.

Planning Comments

Parkland Dedication:

1. Fulfill Parkland Dedication requirement determined by City Council as either a physical dedication or monetary value substitute as determined by Section 172.15 of the Zoning Code.
 - a. Will be considered a condition of approval.
2. Remove any dead or diseased trees in parkland dedication area, per the direction of City Staff, prior to dedication as per the April 1st, 2024 City Council Parkland Dedication discussion.
3. Place native plantings in the parkland dedication area and establish those plantings before dedication as per the April 1st City Council Parkland Dedication discussion.

Bike Parking:

4. Indoor Long-Term Bike Parking and Car parking in garage don't work with the current design as people won't be able to get out of their cars. Please address.

Landscaping Comments

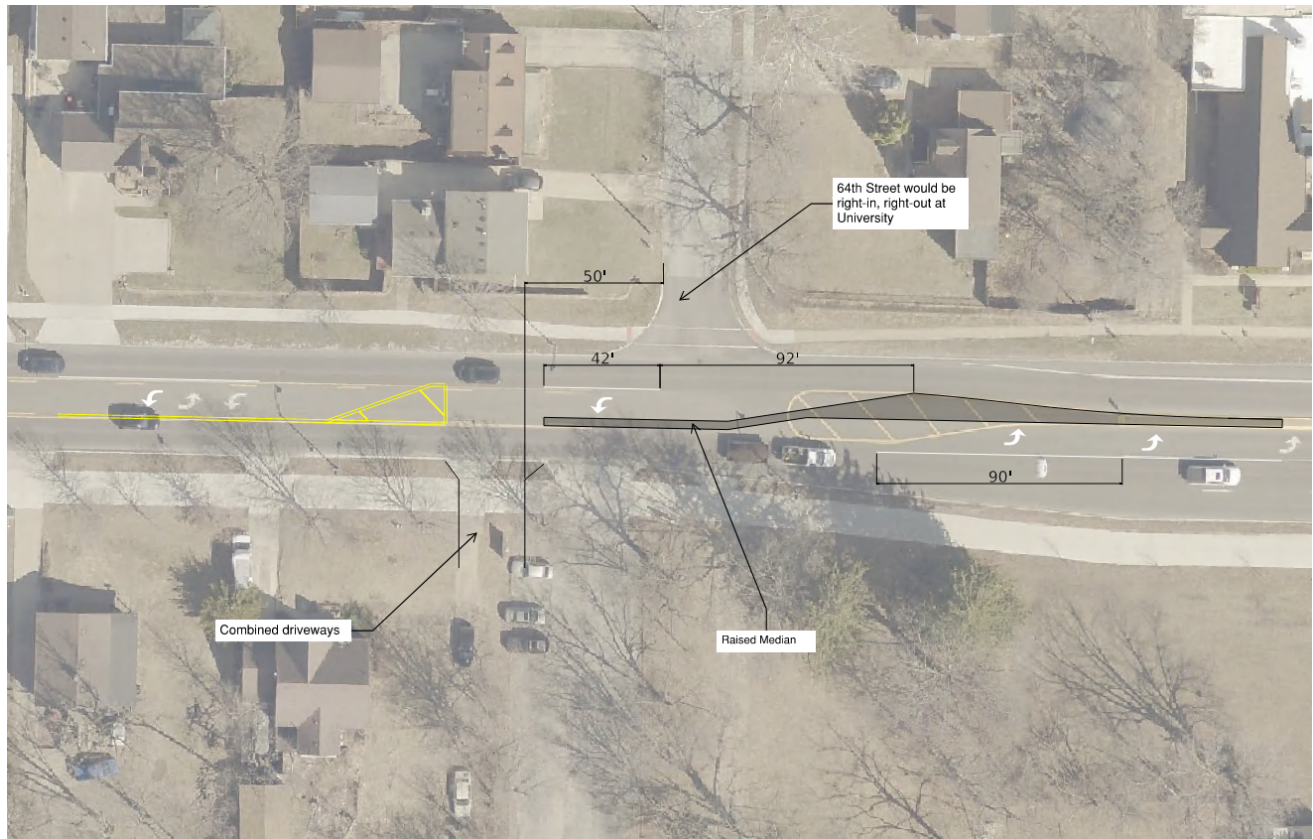
Photometric Plan:

1. Show foot candle data at building entrances and pathways to said entrances from the parking lot and other public spaces.

Traffic General Comments

1. University Avenue Access (page 9)
 - a. As shown on the 4/15/24 site plan, the proposed driveway aligned with 64th Street on University is within the functional area of the intersection of 63rd/University. Queues are anticipated and have been observed to block this driveway in the peak hours. Per the report, the delay for residents leaving the apartment is LOS F. Creating a westbound left turn lane on University for the apartments will limit the ability to extend the eastbound left turn lane at 63rd street which is already a heavy movement.

- i. It is encouraged that the developer work with adjacent property owners to move the full access driveway further west away from the intersection of 63rd Street. Note: Both city staff and/or the developer have reached out in person, letter, and phone to the owner of 6412 University Avenue to discuss options and received no response from the property owner.
- ii. One idea for the driveway moved further west follows:



- iii. If the above is not an option, the developer should make the driveway right-in, right-out only by placing a median across the intersection with 64th Street.

Traffic Other Comments

If City Council chooses to recommend allowing the proposed full access on University Avenue, the City Administration recommends it be a temporary full access and a condition on the site plan approval. A temporary full-access shall be allowed on to University Ave as shown in the site plan. Said access shall be limited to a duration of three years from the date an occupancy certificate is issued for any structure built, after which time the City Council must review the access to determine if the temporary full-access may continue or otherwise terminated and converted to a right-in-right-out only access. Temporary full access may also be terminated prior to three years as directed by the Council if they so determine said access has contributed to additional total accidents or if roadway improvements are determined necessary. When

temporary full-access is terminated, any action needed to discourage use as a full-access shall be a cost of the developer.

Attachments

1. Application Materials (as submitted)
2. Staff Traffic Memo
3. Traffic Letter from Caliber Traffic Engineer
4. Park and Trail Concept
5. Stormwater Management Plan



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

MEMORANDUM

Date: April 5, 2024
To: Adam Plagge
City Administrator
City of Windsor Heights, IA
From: Jennifer McCoy, PE, PTOE
Subject: The Windsor Apartments Traffic Letter Review
Windsor Heights, IA

Introduction

The Traffic Letter for the Caliber Apartments at Hwy 28/63rd and University Avenue dated March 2024 was reviewed to determine how this development impacts the traveling public. Overall, the trip generation assumptions and calculations seem reasonable. The location of the full access driveway is the biggest point of discussion and decision.

Trip Generation

The study assumed that construction of a 103 unit, 4-story apartment building on the south side of University Avenue at Hwy 28/63rd Street. ITE Land Use Code 221 was used for the apartments. This approach seems clear and reasonable.

Trip Distribution and Assignments

There are two proposed accesses into this development: full access on University Avenue aligned with 64th Street and a right-in/right-out access on 63rd Street, 350 feet south of University Avenue. 41% of the trips are traveling to the west, 59% to the east, 45% to the south and 55% to the north during the pm peak. This results in 12 westbound left turns entering the site and 10 northbound turns leaving the site in the PM peak at the University access.

Calculations and Warrants

No right turn lanes are warranted. A westbound left turn lane into the site driveway is warranted on University Avenue for the Windsor Apartments Driveway.

Driveway Access

The driveway on Hwy 28/63rd Street will be restricted to right-in, right-out per conversations with the Iowa DOT. Hwy 28/63rd Street is under their jurisdiction to determine access requirements.

The Windsor Apartment driveway on University Avenue is shown aligned with 64th Street on the north and is shown as full access on the site plan submitted by the developer in March 2024. This driveway is located 300 feet west of Hwy 28/63rd Street.

When considering the location and amount of access for The Windsor Apartment driveway, three things should be considered:

- SUDAS or City Code driveway spacing requirements
- Available Sight Distance
- Driveway location to Intersection Influence Area for the Hwy 28/63rd Street intersection

SUDAS Spacing

A review of the City Code shows that specific driveway spacing requirements are not provided, therefore, the Statewide Urban Design and Specifications (SUDAS) Road Design Manual was reviewed as a resource for preferred driveway spacing. Per the Iowa DOT the functional classification for University Avenue is a Minor Arterial. SUDAS Chapter 5 provides access location and spacing guidance for distances between driveways and intersecting streets. The minimum distance in SUDAS for a full access driveway from a city street is 170' for an arterial roadway like University Avenue. SUDAS also suggests that driveways be aligned in commercial areas.

The proposed full-access driveway on University Avenue is 300' from Hwy 28/63rd Street.

This DOES meet the SUDAS driveway spacing for a full access driveway.

Sight Distance

There are two types of sight distance calculations that are performed when determining if the driveway is proposed in a safe location: Stopping Sight Distance and Intersection Sight Distance.

1) Stopping Sight Distance

Stopping Sight Distance is the distance needed for a driver on University Avenue to see a driver pulling into and out of the driveway to have enough time to react. It's the distance needed for the driver on University Avenue to see the car, react to the car, and have enough time to stop.

This calculation was provided by the developer's engineer as part of the Traffic Letter. This distance was calculated as 310 feet and there is 300 feet provided.

The required stopping sight distance has NOT been met.

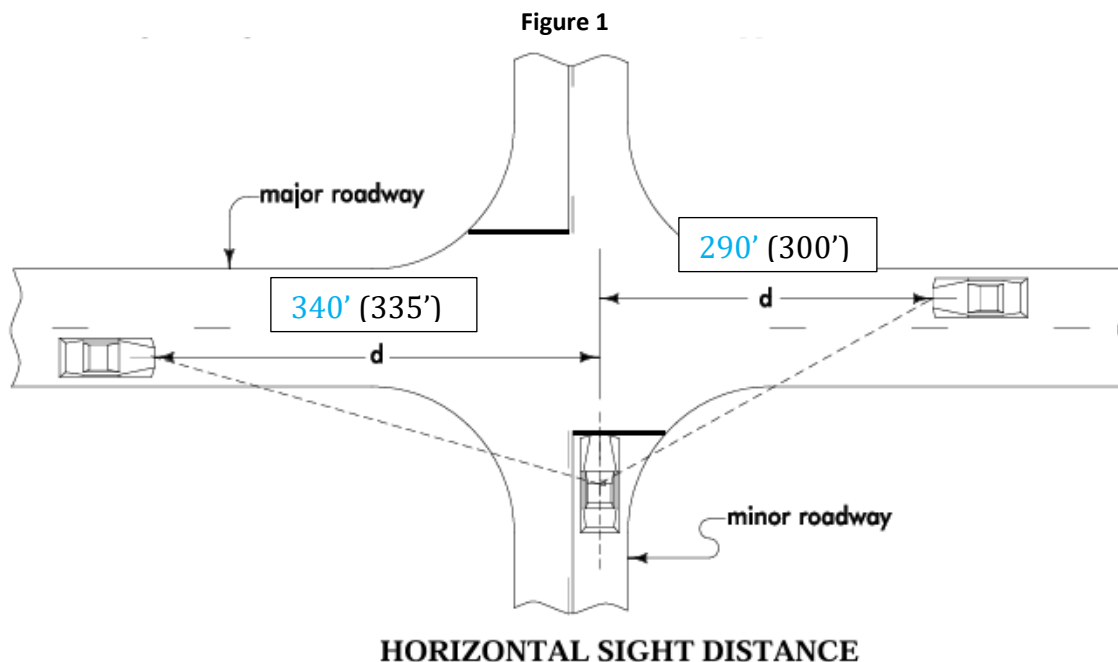
2) Intersection Sight Distance

Exiting Driveway Traffic

Per the Iowa DOT, an intersection sight distance study is performed to determine if adequate sight distance, from a design perspective, exists for a driver negotiating an existing intersection.

Horizontal sight distance (d) is the leg of the sight triangle that is along the major roadway. The sight triangle is the right triangle designated by the stopped driver's eye, the middle of the intersection, and the approaching vehicle. An adequate sight distance is achieved when no part of the sight triangle is obstructed from the view of the stopped driver.

According to the Traffic Letter submitted, the measured horizontal site distance is approximately 340' to the west. According to Chapter 5L-4 in the Iowa SUDAS Design Manual table 5L-4.03, the desirable sight distance for the proposed access is 335' from left turn stop and 290' from right turn stop and crossing maneuver for a 30 MPH roadway. The Traffic Letter stated that, according to SUDAS there should be adequate sight distance for exiting vehicles at the proposed location. See available sight distance in blue text vs. required sight distance in black in **Figure 1** below.



Entering Driveway Traffic

The Iowa Department of Transportation Design Manual – Chapter 6D-1 Sight Distance was also used to calculate the horizontal intersection sight distance required for an intersection. The intersection site distance along a major road is calculated to be 352.8 feet for westbound left turning traffic per the Traffic Letter. There are 340 feet available.

In summary, the required sight distance IS MET for traffic leaving the driveway, however, left turning traffic entering the driveway does NOT have the required amount of sight distance.

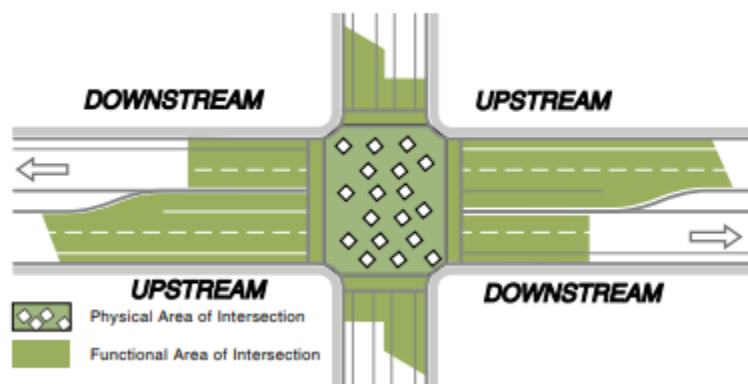
Intersection Influence Area

The American Association of State Highway and Transportation Officials (AASHTO) states, “Ideally, driveways should not be located within the functional area of an intersection or in the influence area of an adjacent driveway. The functional area extends both upstream and downstream from the physical intersection area and includes the longitudinal limits of auxiliary lanes.” See **Figure 2** for illustration of the functional area of an intersection.

Limiting the number of driveways in the functional area of an intersection improves the safety of the roadway by reducing the number of decisions motorists must make while traveling through an intersection and improves safety in the vicinity of an intersection. The functional area of an intersection varies by roadway speed and the type of control at the intersection. For example, the upstream functional area for a signalized intersection with approach speeds of 30 mph is 395 feet.

The proposed driveway into the site is located at 300 feet and IS NOT outside of the functional area of the Hwy 28/63rd Street intersection.

Figure 2

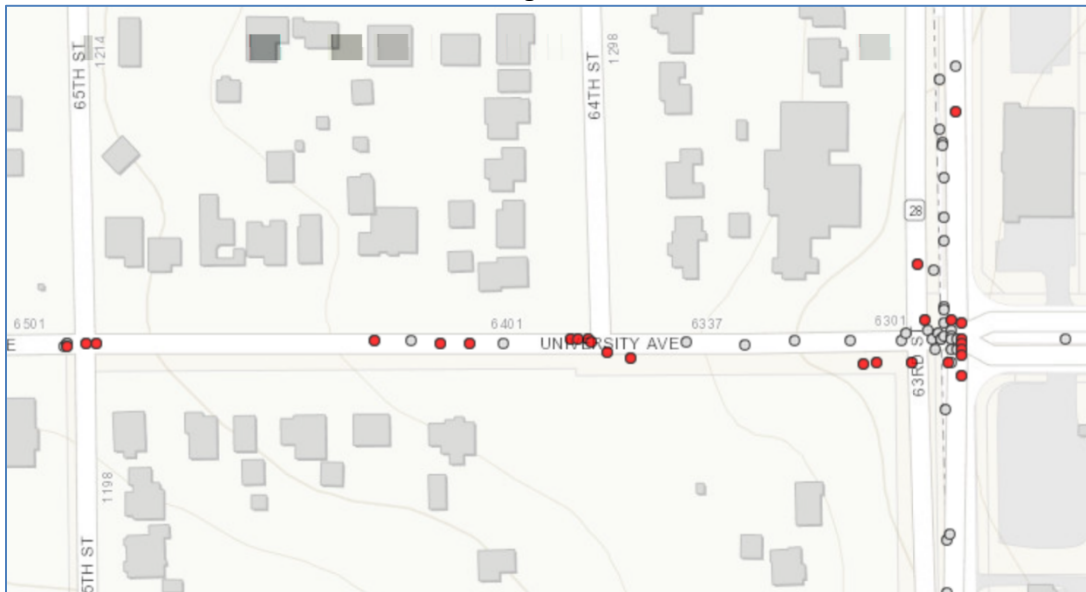


From FHWA's *Access Management in the Vicinity of Intersections*

Crash History at 64th Street

A review of the Iowa DOT Crash Analysis Tool (ICAT) for January 2022 to February 2024, shows a clustering of crashes at the existing intersection of 64th Street. Six crashes were reported in two years. Five of them were rear-end, two resulted in minor injuries. Rear-end crashes tend to occur in congested conditions. **Figure 3** presents a screen shot from the ICAT tool for crashes on University Avenue from Jan 2022 to Feb 2024.

Figure 3



Driveway Options

In the Traffic Letter, the driveway on University Avenue is recommended to be aligned with 64th Street as there are limited options for full access into the site from University Avenue. The Traffic Letter suggested that this will help to limit the number of conflict points in the functional area of the intersection. The Letter also states that a westbound left turn lane is warranted and should be provided for the apartment's driveway on University Avenue.

Today this eastbound left turn traffic at Hwy 28/63rd Street spills back out of its turn pocket at peak traffic times. The eastbound queue at Hwy 28/63rd Street is 495 feet without the apartments and is 505 feet in the PM peak with the apartments, therefore, traffic would block the vehicles exiting the apartment driveway in the PM Peak hour.

Creating a westbound left turn at 64th Street limits the ability for the eastbound left turn lane at Hwy 28/63rd Street to ever be extended. To fit in a westbound left turn lane at a driveway aligned with 64th Street, this turn lane would need to be back-to-back with the existing eastbound left turn at Hwy 28/63rd Street.

Table 1 provides a summary of the sight distance and intersection influence areas for required vs. actual distances available for the proposed full access University Avenue driveway aligned with 64th Street.

Table 1 – Distance Summary

	Exiting Traffic Sight Distance		Entering Traffic	Influence Area
	Left	Right	Sight Distance	
Required	335'	290'	353'	395'
Actual	340'	300'	340'	300'

As stated, previously, when considering the location and amount of access for The Windsor Apartment driveway, three things should be considered:

- SUDAS or City Code driveway spacing requirements
- Available Sight Distance
- Driveway location to Intersection Influence Area for the Hwy 28/63rd Street intersection

SUDAS driveway spacing requirements are met.

Table 1 shows that the sight distances are met or close to being met with the driveway aligned at 64th Street, however, the driveway is located within the influence area of the intersection.

It is recommended that the full access driveway be moved further west for the following reasons:

- To provide greater distance for sight visibility for turning traffic
- To improve safety by locating the driveway further away from the Hwy 28/63rd Street intersection influence area.

This would require that 64th Street be changed to right-in, right-out with the placement of a median on University Avenue. The apartment driveway would have to be combined with the residential access to the west as well.

An alternative to moving the driveway further west as stated above, is to leave it aligned with 64th Street and extend the median across 64th Street, to create a right-in, right-out for both the apartments driveway and 64th Street. This would also address the sight visibility concerns and improve safety. Per FHWA's *Access Management in the Vicinity of Intersections* manual, "it is desirable to minimize the number of conflict points created with existing and future driveways since more conflict points increase the risk of a crash occurring. For example, a crash due to crossing maneuvers (created by motorists turning across the roadway or making left turns) can lead to more severe crashes than merging or diverging conflicts because of the angle and speed differentials between the vehicles."

City of Windsor Heights Regular Business Meeting Minutes
Monday, June 3, 2024 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST

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

Mayor Mike Jones called the meeting to order at 6:00 PM. Council members present: Susan Skeries, Joseph Jones, Michael Libbie, Lauren Campbell, and Threase Harms. Staff present: City Administrator Adam Plagge, Deputy City Clerk Nate Leuthold, City Attorney Erin Clanton, Public Works Director Jason Roberts, Public Works Supervisor Andy Larson, City Engineer Justin Ernst, and City Planner Trey Rouse.

2. Approval of the Agenda

Motion by Threase Harms to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

3. Public Hearing:

A. Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the Windsor Heights CEC Solar Project

Motion by Threase Harms to open the Public Hearing at 6:01 PM. Seconded by Susan Skeries. Motion passed 5-0. Adam Plagge presented the proposal for the solar project. No public comment given. Motion by Threase Harms to close the public hearing at 6:04 PM. Seconded by Susan Skeries. Motion passed 5-0.

B. Consideration of the Proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the Windsor Heights CEC Solar Project

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

C. Public Hearing on Proposed Development Agreement with Windsor Millang, L.L.C., the Windsor, L.L.C. and Jensfam, LLC

Motion by Threase Harms to open the Public Hearing at 6:05 PM. Seconded by Joseph Jones. Motion passed 5-0. Trey Rouse presented the staff report of the site plan. Bob Bishop of 1128 64th Street spoke in favor of the project with conditions. Motion by Threase Harms to close the Public Hearing at 6:20 PM. Seconded by Joseph Jones. Motion passed 5-0.

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

No public comment given

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

Motion by Threase Harms to approve with an amendment to the 5/20/24 meeting minutes to change a date from 6/2/24 to 6/7/24 in the Reports section. Seconded by Michael Libbie. Motion passed 5-0.

A. Approve Minutes of the Regular Council Meeting on May 20, 2024

B. Approve Financial Reports

C. Approve 73rd St Phase 1 (TP-U-8477(615)--70-77) Change Order 1

D. Approve the Mayor to Sign Certificate Authorizing Execution of Amendment to ChildServe 2022B Bonds

- E. Approve FY 25 Tobacco Permits
- F. Refunding fees for the Community Event Center for Iowa Primary Care on Thursday, May 30th, 2024
- G. Approve Lexipol Policy Management Platform Master Service Agreement
- H. Approve Resolution No. 2024-41 - A Resolution Appointing Larry James to the Board of Adjustment

6. **Action Items:**

- A. Consideration of Resolution No. 2024-40 - A Resolution Approving the Site Plan for The Windsor at 1148 63rd Street
 Trey Rouse presented the staff report and recommendation. Susan Skeries cited resident concerns about pedestrians, specifically children during school time. Todd Milang, the developer of the property, spoke regarding willingness to work with the City. Jennifer McCoy, Sr. Traffic Engineer with Bolton & Menk, referenced the traffic study and stated that foot traffic should not experience any more danger than is typical. Motion by Threase Harms to approve the 1148 63rd Street Site Plan (The Windsor Apartments) with the conditions of approval laid out by City Staff, an additional condition that a roughly 50-foot section of chain-link fence be replaced with a 6-foot privacy fence on the south side of the property, and with the Traffic condition that the full access driveway be allowed on University Avenue, as long as it is aligned with 64th Street and that moving this driveway to the west isn't possible, on a temporary/review basis. This temporary full access will be allowed for 3 years after the receipt of the certificate of occupancy (received within 6 months after opening) and will be determined to be reviewed if within that 3 years there are more total accidents than what has previously happened in the last 3 years (6 total accidents), at which time City Council may require the developer to turn that access into a right-in/right-out access if deemed necessary for public safety. Seconded by Joseph Jones. Motion passed 5-0.
- B. Consideration of Resolution No. 2024-39 -A Resolution Approving Development Agreement with Windsor Millang, L.L.C., the Windsor, L.L.C. and Jensfam, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
 Motion by Michael Libbie to APPROVE. Seconded by Threase Harms. Motion passed 5-0.
- C. Consideration of Authorizing Execution of Contract With Wright Tree Service For Debris Management
 Jason Roberts and Adam Plagge presented the request. Threase thanked the Public Works team, the other council members, and the mayor for their quick response and assistance during the storm. Motion by Threase Harms to APPROVE. Seconded by Michael Libbie. Motion passed 5-0.
- D. Consideration of Payment to JC Midwest Services For Storm Cleanup Services
 Motion by Michael Libbie to APPROVE. Seconded by Threase Harms. Motion passed 5-0.
- E. Consideration of the 3rd Reading of Ordinance 2024-04 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by Amending Chapter 185, Governing Floodplain Management; and to Adopt and Publish

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

7. **Reports:**

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

Lauren Campbell thanked Jason Roberts and the Public Works team, Adam Plagge, the Fire Department, and the Police Department for a very successful Touch-a-Truck event. She will attend a DART meeting on 6/4 and a BRAVO meeting on 6/11.

Michael Libbie stated than many residents had expressed gratitude for the quick storm cleanup plan and action. Thanks to the Police Department, Fire Department, and Public Works for executing the plan and assisting so quickly. He will attend an ICON meeting this week. Gave a reminder to vote in the local election on 6/4

Joseph Jones gave a reminder to vote on 6/4 and that polls opened at 7 PM. Thanks to everyone for the storm cleanup. He cited residents' praise of the City newsletter.

Susan Skeries attended the AM Exchange with the Chamber and brought a group to a Metro Waste Authority tour. She stated Touch-a-Truck had a huge turnout with an estimated 687 people in attendance. She thanked the sponsors, all the companies/departments that provided trucks, and gave a shout-out to Lauren, Mike, Jason, Andy, and Brian. Movies in the Park will be Friday 6/7 featuring Elemental, and the City is still accepting volunteers for any of our Movies in the Park events. She will attend Metro Waste Authority's board meeting on 6/5 and Banker's Trust's customer appreciation day on 6/12. Finally, the City is celebrating 1 year of merging our Chamber with Urbandale's as of 6/29.

8. **Closed Session** Under Iowa Code Section 21.5(1)(c): To Discuss Strategy With Counsel In Matters That Are Presently In Litigation Or Where Litigation Is Imminent Where Its Disclosure Would Be Likely To Prejudice Or Disadvantage The Position Of The Governmental Body In That Litigation.

Motion by Threase Harms to enter Closed Session at 7:20 PM. Seconded by Michael Libbie.

Motion passed 5-0. Motion by Michael Libbie to end closed session at 7:39 PM. Seconded by Threase Harms. Motion passed 5-0.

9. **Adjourn**

Motion by Threase Harms to adjourn at 7:40 PM. Seconded by Susan Skeries. Motion passed 5-0.

Mike Jones, Mayor

Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of a Change Order to Wash, Caulk, Stain and Seal Community Event Center Patio

GENERAL INFORMATION

BACKGROUND

The CEC was constructed in 2010. When constructed, the CEC's concrete patio was stamped with leaf patterns, powder stained with an antiquing agent and sealed. Since this time, no significant maintenance appears to have been done to the patio. Time and weather have created gaps between concrete panels and worn off the stain and seal. Completing a caulking and resealing of the concrete will help preserve the life of the concrete.

Some images of the current patio are included below showing the separation occurring between panels and the stain discoloration.



GENERAL INFORMATION

Since Caliber Concrete is currently onsite, administration inquired on pricing to wash, strip, caulk gaps, restrain and reseal the patio. Andy Larson was able to track down the original pigment for the stain and Caliber Concrete has provided a quote of \$27,383 to do the work this fall, likely after Fall Festival. Pricing from others in the industry was also sought. The only other quote received was from Merriam Construction for \$26,306.70. Their quote did not include restraining with the original antique color, which is what helps differentiate the stamps.

Administration believes this would be a good project to complete alongside the other concrete work being done at the park this year. Staff believes Caliber's pricing is competitive and is confident Caliber would do a quality job given the quality of their other work. If authorized by City Council, the cost for this change order would be included in the Colby Park project and paid for through tax increment financing under provisions added in the last urban renewal plan update included below in italics.

Description of the Project and Project Site: The Colby Park Improvements Project will consist of the construction of improvements to Colby Park in the Urban Renewal Area, including (1) the construction of a new splash pad; the installation of new park lighting, fencing, ADA accessibility improvements, concrete improvements, tennis courts and pickle ball courts; (2) the reconstruction of the playground; and (3) the installation of a new concrete food truck alley, including electrical banks, additional lighting, and benches (4) walkway improvements including accessibility to Walnut Creek

If City Council would like to defer this project, staff will add this project for consideration as part of next year's budgeting process.

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**

September 16, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Resolution No. 2024-55 - A Resolution Approving Deer Management Zone And Establishing Dates For The Special Bow Hunt As September 21st, 2024 Through January 19th, 2025

GENERAL INFORMATION

Background

Numerous residents have expressed concern about the large deer population within Windsor HEights, particularly in the northwest portion of town. Historically, the City has established an urban deer hunt to try and help address population issues. Due to the urbanized nature of Windsor Heights and City Ordinance Chapter 55.34 regulations restricting hunting near homes and trails, there are very limited areas in the city in which to safely conduct the deer hunt. 1705 Plaza Circle has historically been the only property in which bow hunting has taken place and hunting was done with permission of the property owner who worked with the city to identify a trained hunter.

Summary

Administration is proposing designation of a 2024 urban deer management zone exclusive to 1705 Plaza Circle. The property owner has indicated a willingness to allow one or more trained hunters to undertake bow hunting on the property. Lt. Chad Norris has been appointed the Hunt Administrator by City Administration and will work with the property owner to identify a trained hunter(s) for the 2024 bow hunt which is proposed to take place between September 21st, 2024, and January 19th, 2025.

The authorized hunter(s) will be required to take an annual archery proficiency test and a bow hunter safety education course. Additionally, the hunter(s) shall be required to apply and receive a Windsor Heights DMZ hunting permit and obtain a State Of Iowa special urban deer license. The hunter shall check in with the Windsor Heights Police Department prior to conducting any hunt and check out upon completion of any hunt. Hunting is prohibited within 200 ft of any

home unless the owner waives the prohibition via the Windsor Heights Urban Deer Hunt wavier form and may not hunt within 100 ft of a recreation trail or street.

ATTACHMENTS

1. Exhibit 1
2. Exhibit 2 Ordinance 19-08 - Urban Deer Management Zone
3. Resolution No. 2024-55 - A Resolution Approving Deer Hunt Within City_

EXHIBIT 1

2024 Windsor Height Special Bow Hunt Area



Bow Hunt Area 1705 Plaza Circle (highlighted in green)

ORDINANCE NO. 19-09

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY AMENDING CHAPTER 55 PUBLIC OFFENSES

WHEREAS, the City of Windsor Heights seeks to promote the public health, safety, general welfare and aesthetics of the community through consistent, content-neutral and nondiscriminatory code requirements within its city limits; and

WHEREAS, the City Council wishes to adopt an ordinance designating an Urban Deer Management Zone; and

WHEREAS, the City Council wishes to allow for controlled, safe options to hunt deer within the Urban Deer Management Zone, by use of bow and arrow only, for the purpose of deer population management; and

WHEREAS, the City Council has adopted rules, regulations, and procedures with regards to ensuring controlled, safe bow hunting of deer only within the Urban Deer Management Zone and only as dictated by City Code; and

WHEREAS, City Staff reviewed and proposed changes to Chapter 55 on September 16, 2019 and recommended approval of the same; and

WHEREAS, the City Council of the City of Windsor Heights do hereby find and declare that the revisions to Chapter 55 ordinance are necessary and will promote the health, safety, general welfare and aesthetics of the community.

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

SECTION 1. Purpose. The purpose of this ordinance is to amend Chapter 55 of the Windsor Heights Code of Ordinances to designate an Urban Deer Management Zone and to outline rules, regulations, and procedures with regards to bow hunting of deer within the Urban Deer Management Zone within the City of Windsor Heights.

SECTION 2. Amended. Chapter 55 of the Windsor Heights Code of Ordinances, Public Offenses, is amended as reflected in the attached Exhibit A.

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

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

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

Passed and Approved this ____ day of _____, 2019.

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Publish Date: _____

Dave Burgess, Mayor

(SEAL)

ATTEST:

Travis Cooke, City Clerk

EXHIBIT “A” – CHAPTER 55 AMENDMENT – URBAN DEER MANAGEMENT:

55.34 DESIGNATION OF URBAN DEER MANAGEMENT ZONE. The City of Windsor Heights has determined an area within the City limits in which there is an overabundance of deer, and this area has been designated by the Iowa Department of Natural Resources (DNR) to be recommended as an Urban Deer Management Zone (DMZ) as provided by DNR regulations. The City Council may annually approve the DMZ.

55.34.01 DEFINITIONS.

Antlerless. A deer with no visible forked antler.

Arrow. As defined and limited by the State Department of Natural Resources (herein DNR).

Bow. As defined and limited by the DNR.

Elevated Stand. A manufactured stand (tree stand, ladder stand, tripod, quadpod or tower) with a safety harness and of sufficient height to place the hunter's feet at least six vertical feet above the highest ground elevation within 25 yards of the stand location, to ensure a downward thrust of an arrow when released by the bow.

Incentive License. A document issued by the DNR to allow a bow hunter to harvest an antlered deer as a designated buck incentive program award recipient based on the previous year's antlerless deer program in the City.

Offal. Entrails, which includes most internal organs other than muscle or bones.

Urban Deer Hunt Waiver Form. A document issued by and filed with the City to affirm that the hunter has received written authorization to hunt on private property from the owner or manager thereof.

Urban Antlerless Deer License. A document issued by the DNR in addition to the small game hunting license to allow a bow hunter to harvest an antlerless deer under the city's special bow hunting program.

Usable Portion. Any part of a deer that is customarily processed for human consumption.

Viscera. The internal organs within the chest.

55.34.02 HUNTING PROHIBITED. No person shall engage in any hunting activity within the City limits using a rifle, shotgun, bow and arrow, or any other means, either on public or private property, except licensed bow hunters may hunt deer in the designated urban deer management zone as specifically set forth in section 55.34.03.

55.34.03 SPECIAL BOW HUNT.

1. A special bow hunt is hereby established and shall be administered by the City in accordance with the provisions of this chapter. The dates and boundaries for the special bow hunt shall be set annually by City Council resolution, and may be more restrictive than the dates and boundaries designated by the DNR.
2. A Hunt Administrator will be designated by the City Administrator and the Hunt Administrator will participate in the Polk County Deer Task Force to facilitate continuity in the Windsor Heights program and other metro communities.
3. Hunters wishing to participate in the special bow hunt shall first obtain an urban antlerless deer license or incentive license after completing the following and providing proof thereof:
 - A. An annual archery proficiency test; and
 - B. A bow hunter safety education course conducted by the DNR or approved equivalent.
4. Each hunter participating in the program must apply for and receive a Windsor Heights DMZ hunting permit ("permit") from the City. Permits are valid for one hunting season. In order to receive the permit, a hunter must present a valid State of Iowa special urban deer license.
5. The city hereby reserves the right to approve the content and operation of the test or safety course and to reject any that is not compliant with DNR requirements or recommendations, or otherwise deemed acceptable to the Police Department.
6. All hunters must check in with the Windsor Heights Police Department, via phone or by calling dispatch after hours, prior to conducting any hunt, and they must check out following the hunt.
7. Hunting shall be prohibited within the following protection zones, and no shot shall be directed into or across any protection zone:
 - A. Within 200 feet of any home or building not owned by the hunter, unless the owner thereof waives the prohibition via the Windsor Heights Urban Deer Hunt waiver form filed with the city; and
 - B. Within 100 feet of a recreation trail or street.

8. Shots shall only be taken from an elevated stand; provided that a hunter with a DNR-qualifying disability may request permission to use an alternative; shall be restricted to a distance of not more than 75 feet; and shall clearly have a downward angle intended to minimize travel of an arrow beyond the 75 feet maximum shot distance. A diligent attempt shall be made to retrieve every arrow.
9. Elevated stands shall be non-permanent, and no screw-in steps shall be allowed.
10. Legal weaponry for all hunting allowed by this chapter shall be restricted to only bows and arrows, except that a hunter with a qualifying disability as defined by DNR regulations may be allowed to use a crossbow and bolts as defined and limited by the DNR.
11. Bows and arrows shall be cased while traveling to and from every hunting site.
12. Hunters shall comply with all requirements established by the DNR and by the municipal code, including, but not limited to this chapter.
13. Hunters shall complete and file any Urban Deer Hunt waiver forms prior to hunting.
14. Hunting shall be prohibited on all city-owned property unless expressly approved by the City Council after review and recommendation by the City Administrator or designee.
15. The minimum age for participation in the special bow hunt shall be 18 years old on the day of the hunt.
16. Each hunter shall carry all of the following on his or her person at all times while hunting:
 - A. A DNR license for the special bow hunt to hunt within the boundaries designated by the City; and
 - B. The approved City of Windsor Heights Urban Deer Management Zone Bow Hunting permit; and
 - C. A permission form for the current year; and
 - D. A map verifying the property being hunted is located within the hunt area as designated by the City Council.

17. A hunter shall not leave a usable portion of the deer in the field. In the case of private property, viscera and other offal shall be disposed of in a manner that is acceptable to the property owner and in a location that is not visible from adjoining public or private property.
18. No hunter shall drive or operate any vehicle on any portion of the Windsor Heights trail system in conjunction with any hunt or the recovery/retrieval of any deer harvested.
19. A hunter shall not dispose any animal part on any public property, including roadside ditches and disposal containers located along any trail or public property.
20. Hunters shall take all deer meat to be processed or given to charity.
21. Hunters shall report the number of deer harvested to the Windsor Heights Police Department following each hunt. The Police Department will log the harvest for verification purposes.
22. If a mortally wounded deer travels off the property being hunted onto other property, the hunter shall attempt to notify the other property owner, or in the case of City property, the Police Department, before entering the other property to recover the mortally wounded deer. The hunter shall also notify the Police Department should they be unable to locate a wounded deer.
23. Hunters are strongly encouraged to utilize a safety harness conforming to current Treestand Manufacturers Association (TMA) or American Society for Testing and Materials (ASTM) standards, in the manner and method proscribed by the manufacturer, at all times while occupying an elevated stand.
24. Any confrontations between hunters and other members of the public shall be immediately reported to the Police Department.

55.34.04 PENALTY. Failure of a hunter to comply with City and/or State regulations may subject the hunter to revocation of his or her permit and the City shall report all incidences of noncompliance to the Polk County deer task force. Any person violating any provision of this ordinance or any rule or regulation adopted herein by reference shall, upon conviction, be subject to a fine of at least seventy-five dollars (\$75.00), but not more than six hundred twenty-five dollars (\$625.00), and/or imprisonment not to exceed thirty (30) days. (City Code 1.14; State of Iowa Code 903.1(1)(a))



**City of Windsor Heights
Urban Deer Management Zone
Special Bow Hunting Permit**

Police Department: (515) 277-4453 | Dispatch: (515) 286-3632

This form is to be completed by any applicant wishing to participate in the Windsor Heights Urban Deer Management Zone Special Bow Hunt. Once form is completed, bring form and required documents to the Windsor Heights Police Department located at 1133 66th Street, Windsor Heights, Iowa, 50324.

Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number: _____

Driver's License Number: _____ **State:** _____

- ☐ **Applicant has completed annual archery proficiency testing.**
- ☐ **Applicant has completed bow hunter safety education course conducted by the DNR or approved equivalent.**
- ☐ **Applicant has a current valid State of Iowa special urban deer license.**

By signing below, the applicant confirms they have read and understand all rules, regulations, and procedures related to the Windsor Heights Urban Deer Management Zone program. Furthermore, the applicant agrees to abide by all such rules, regulations, and procedures related to the special bow hunt. The applicant understands any violation of such may result in their permit being revoked and/or charges filed against them for such violation. **HUNTERS MUST CHECK IN WITH THE POLICE DEPARTMENT / DISPATCH PRIOR TO ANY HUNT AND SHALL CARRY THIS PERMIT ON THEIR PERSON AT ALL TIMES DURING ANY HUNT.**

Applicant's Signature

Date

Permit Approved: YES NO Comments: _____

Approved by: _____ Date Approved: _____

Permit Valid Dates: _____

State of Iowa Special Urban Deer License
Bow Hunter Education Certificate

Annual Archery Proficiency Testing Certificate
Copy of current DMZ map provided to applicant



City of Windsor Heights Urban Deer Management Zone

Harvest Verification Form

Date: _____ Name: _____

Harvest Location: _____

Harvest Type: _____ Doe _____ Button Buck _____ Shed Buck _____ Incentive Buck

Transportation Tag #: _____

Confirmation Number: _____

Officer Name: _____ ID #: _____

Upon completion of verification form, please route form to the Police Department administrative clerk for inclusion in the DMZ applicant file.



City of Windsor Heights Urban Deer Management Zone

Harvest Verification Form

Date: _____ Name: _____

Harvest Location: _____

Harvest Type: _____ Doe _____ Button Buck _____ Shed Buck _____ Incentive Buck

Transportation Tag #: _____

Confirmation Number: _____

Officer Name: _____ ID #: _____

Upon completion of verification form, please route form to the Police Department administrative clerk for inclusion in the DMZ applicant file.

_____ Property Owner _____ Property Manager Hunter Name: _____

Name of Property Owner/Manager Email Address

Address of Property to be hunted including City, State, Zip Code

Legal Description or Parcel Number (Located on the Polk County Assessors Website)

Cell Phone Number Alternate Phone Number

Does this property require a waiver of separation? YES NO

Will the property be shared by another approved Windsor Heights Urban Bow Hunter? YES NO

If yes, name of hunter: _____

* No sharing of property on paper only to increase property locations will be accepted and could result in revocation of permit. Hunters, please advise property owner the Windsor Heights Police Department and/or Iowa DNR may contact them to verify accuracy of information provided and to address any questions/concerns.

Waiver of Separation Requirement: (If property requires more than three waivers it will not be accepted into the program.) Grantors should be notified Windsor Heights Police or Iowa DNR personnel may contact them to inspect the location and verify accuracy of information.

Waiver 1 – Property Owner Name to Grant Waiver

Address, including City, State, Zip

Legal Description or Parcel Number of property for which waiver is granted

Cell Phone Number Alternate Phone Number

Waiver 2 – Property Owner Name to Grant Waiver

Address, including City, State, Zip

Legal Description or Parcel Number of property for which waiver is granted

Cell Phone Number Alternate Phone Number

Waiver 3 – Property Owner Name to Grant Waiver

Address, including City, State, Zip

Legal Description or Parcel Number of property for which waiver is granted

Cell Phone Number Alternate Phone Number



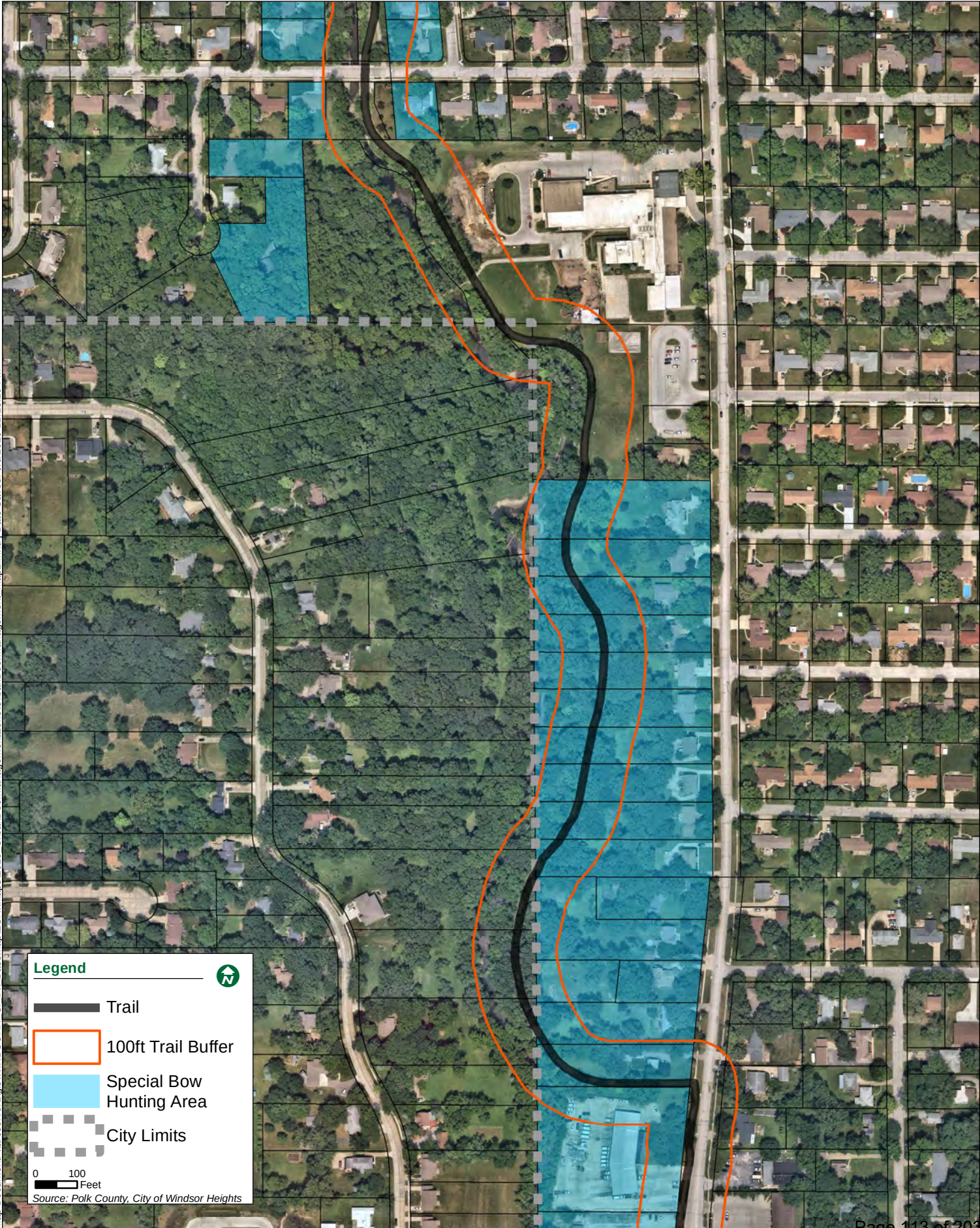
City of Windsor Heights
Urban Deer Management Zone
Special Bow Hunting Quick Reference for Hunters
Police Department: (515) 277-4453 | Dispatch: (515) 286-3632

- Any hunting must be within the Windsor Heights Urban Deer Management Zone only.
- Windsor Heights Special Bow Hunting Permit is required to be on hunters person at all times.
- All hunters must check-in with the Police Department or dispatch **before** hunting starts and once the hunt is completed.
- Hunting is **prohibited within 200 feet of any home or building not owned by the hunter**, unless a waiver is obtained.
- Hunting is **prohibited within 100 feet of any recreational trail or street**.
- Shots must only be from an elevated stand and are restricted to a distance of not more than 75 feet. Shots also must have a downward trajectory.
- No permanent stands are allowed, no screw-in steps are allowed.
- Bows and arrows shall be cased when coming into and leaving the hunting site.
- No vehicles shall be driven or operated on any portion of the Windsor Heights Trail System in conjunction with any hunt or the recovery/retrieval of any deer harvested during the hunt.
- Hunters shall remove all deer and remnants from the location and all offal shall be disposed of in a manner acceptable to the property owner. **No viscera, offal, or other remains shall be disposed of on any public property, including roadside ditches, or any disposal containers located along any trail or other public property.**
- Hunters shall report the number of deer harvested following each hunt.
- Hunters shall report any wounded deer which are not located following the hunt.

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Legend

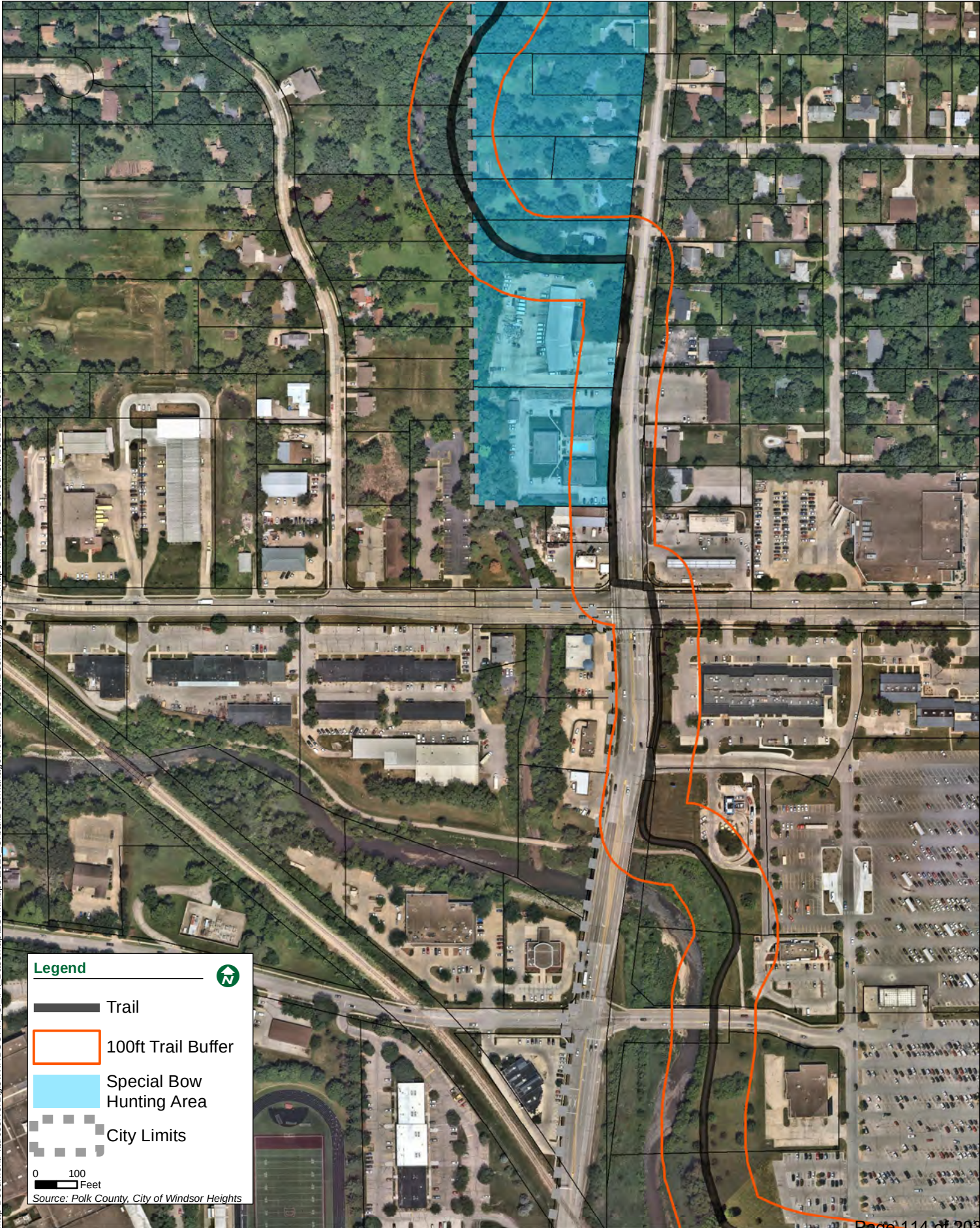


-  Trail
-  100ft Trail Buffer
-  Special Bow Hunting Area
-  City Limits

0 100
Feet

Source: Polk County, City of Windsor Heights

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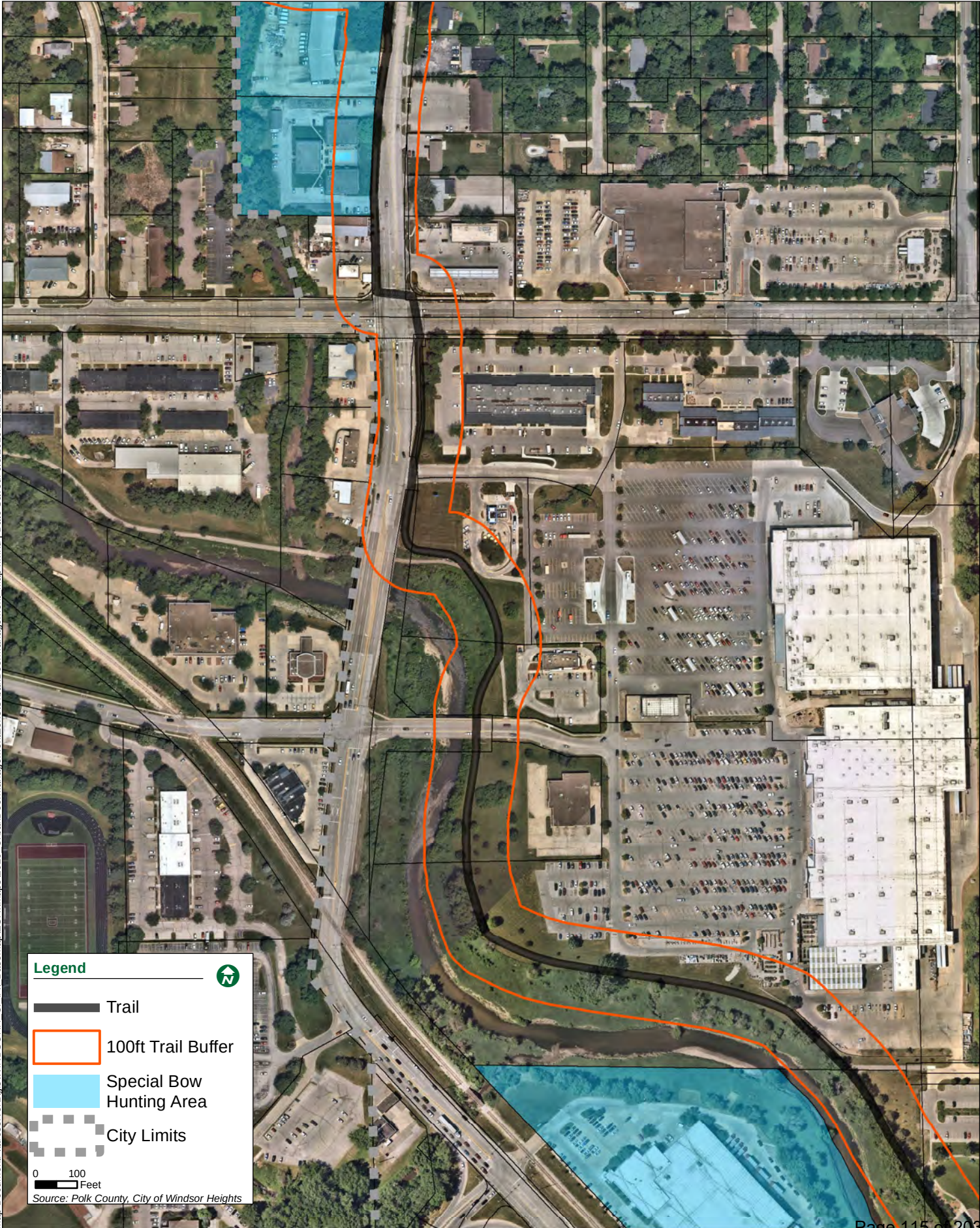
Legend

-  Trail
-  100ft Trail Buffer
-  Special Bow Hunting Area
-  City Limits

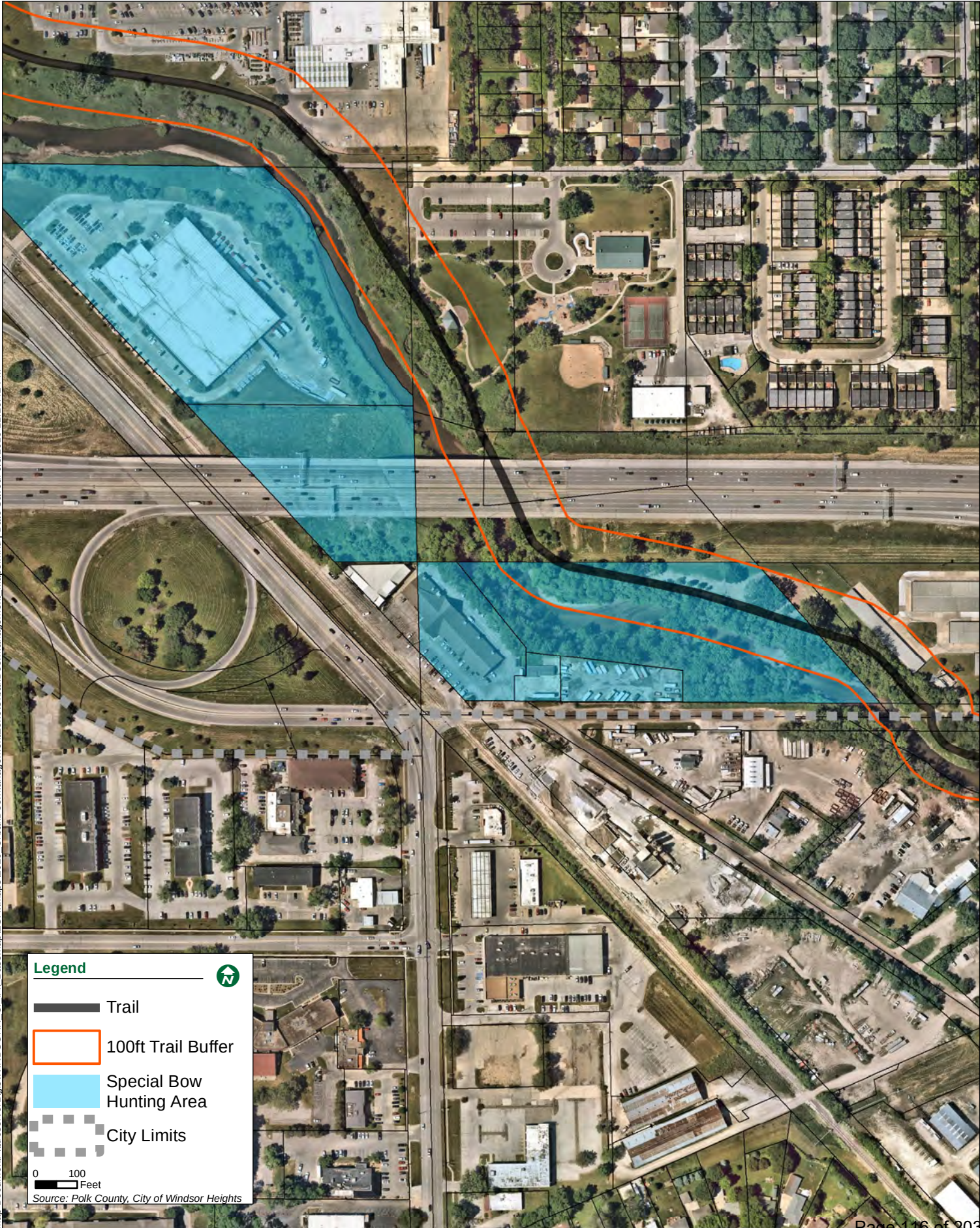
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Source: Polk County, City of Windsor Heights

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Resolution No. 2024-55

**A RESOLUTION APPROVING DEER MANAGEMENT ZONE
AND ESTABLISHING DATES FOR THE SPECIAL BOW
HUNT AS SEPTEMBER 21ST 2024 THROUGH JANUARY 19TH
2025**

WHEREAS, the City of Windsor Heights desires to contribute to the control of the deer population within the City and metro area; and

WHEREAS, one method for controlling the deer population involves hunting during the legal hunting season by trained and approved members; and

WHEREAS, to ensure the safest environment possible, the City has adopted rules and regulations for hunting within City limits and;

WHEREAS, Lt. Chad Norris has been appointed the hunt administrator by City Administration; and

WHEREAS, written permission must be obtained from the property owner of property being utilized for the hunt, along with any property owners within 100 feet of the proposed deer stand; and

WHEREAS, the deer management zone is hereto attached as (Exhibit 1).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, STATE OF IOWA, that the 2024 deer management zone is approved and the 2024 special bow hunt season is established as September 21st 2024 through January 19th 2025 during legal bow hunting season in accord with the established rules and regulations, which are attached hereto (Exhibit 2).

Passed and Approved this 19th day of September, 2024

Mike Jones, Mayor

Attest: _____
Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**

September 16, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Resolution No. 2024-56 - Resolution Terminating The Metro Home Improvement Program 28E Agreement By And Between The City Of Altoona, City Of Ankeny, City Of Bondurant, City Of Grimes, City Of Polk City, City Of Urbandale, City Of West Des Moines And City Of Windsor Heights, Iowa

GENERAL INFORMATION

BACKGROUND

In 2004, the City of West Des Moines began administering WestHELP. It was an owner-occupied rehabilitation program in partnership with the cities of Clive, Johnston, Urbandale, and Windsor Heights. In 2007, the program was expanded to also include the cities of Altoona, Ankeny, Bondurant, Grimes, Pleasant Hill, and Polk City. Additionally, the name of the program was changed to the Metro Home Improvement Program (MHIP).

In April 2015, the cities of Altoona, Ankeny, Bondurant, Grimes, Johnston, Pleasant Hill, Polk City, Urbandale, Windsor Heights, and West Des Moines entered into a 28E Agreement for the operation of the MHIP. As of today, there are eight participating cities: Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, Windsor Heights, and West Des Moines. The City of West Des Moines has been administering this program since its inception in 2004. With recent staffing changes, West Des Moines City evaluated their own housing needs, staff time, and availability of other organizations to provide administrative services. It was determined that MHIP would best be administered by the MIPA. MIPA was formed in 2021 to assist its regional member communities by providing technical support with the intent of improving economic growth and living conditions throughout the region. MIPA already provides administration for other housing rehabilitation programs within their service area, so their staff will have the appropriate expertise and experience to administer MHIP. Windsor Heights is a current member of MIPA.

To facilitate the program's administrative change, the current 28E Agreement will be terminated

and a new 28E Agreement has been prepared with MIPA as the new administrator of the program.

During the last budgeting cycle staff was asked by City Council to review the City's participation in MHIP for the following year due to recent low resident participation rate in the program and the costs for administering the program. The City is required to give a one year exit notice the program. Adam S. met with Neighborhood Finance Corporation and ION through the City of Des Moines on their respective programs. ION was determined not to be a suitable fit for the City for various reasons. NFC's programs offered some potential, though their programs have comparable administration costs.

GENERAL INFORMATION

In the past several months, Windsor Heights Administration proposed an increase in the maximum property assessment for the MHIP and in August the maximum assessment was raised from \$250,000 to \$300,000. There are currently four homeowners in process of being funded through the program. There is typically annual funding for four projects. There are also three applications on the Windsor Heights program waiting list. They would be assisted with next funding cycle in 2025. The 2025-2026 funding request for Windsor Heights will be for only the \$8,900 in administrative costs. Every two years there is also \$25,000 local match in order to receive the Polk County Housing Trust Fund dollars that help fund the program. Since 2007, the city has invested \$157,750.4 into the program and \$363,476.59 have been invested into a total of 31 Windsor Heights homes. Administration recommends termination of the current 28E and approval of the new 28E.

ATTACHMENTS

1. MHIP total since 2007
2. Metro Home Improvement Program Overview 2024
3. MHIP 28E termination agreement - FINAL
4. Resolution No. 2024-56 - A Resolution Terminating Metro Home Loan 28E

Since 2007
As of 8-14-2024

	Polk County Housing Trust					Ankeny United Way Funds	Notes
	Total	Fund Grant	Cities	Homeowner	# of houses		
Altoona	410,304.98	174,357.82	207,875.18	4,753.69	33		
Ankeny	448,638.04	196,470.28	210,106.84	40,359.31	28	19,959.80	UW \$ not in total
Bondurant	301,848.34	119,739.65	152,782.60	16,407.91	28		Started in 2012
Grimes	418,928.46	171,257.50	202,283.25	31,784.18	32		
Johnston	138,131.71	67,366.68	67,366.67	854.00	12		Participated 2007 to 2014
Pleasant Hill	195,700.73	89,846.62	91,802.27	9,345.88	15		Participated 2007 to 2014
Polk City	203,830.92	95,360.85	89,936.04	19,259.02	17		Started in 2012
Urbandale	426,329.79	180,614.45	213,191.13	34,346.11	32		
Windsor Heights	363,476.59	157,750.40	189,594.31	16,131.88	31		
West Des Moines	407,729.55	183,540.84	227,797.38	14,773.33	36		
	3,314,919.11	1,436,305.08	1,652,735.67	188,015.31	264		

		Total	PCHTF	Cities	Homeowner	
MHIP120106OOR						
Root, Tracy	207 5th Street SW	\$8,580.63	\$4,290.32	\$4,290.31		1
Ince, Douglas	1400 4th Ave. SE	\$11,725.19	\$5,862.59	\$5,862.60		1
Daugherty, Shelia	300 25th Ave. SW	\$12,500.00	\$6,250.00	\$6,250.00		1
Adkisson, Chad	403 17th Ave. SW	\$12,306.80	\$6,153.40	\$6,153.40		1
Martin, Erin	2401 2nd Street SW	\$12,164.11	\$6,082.05	\$6,082.06		1
		\$57,276.73	\$28,638.36	\$28,638.37		
MHIP120508OOR						
Dingeman, Andrea	301 25th Avenue SW	\$10,286.12	\$5,143.06	\$5,143.06		1
Madison, Jana	605 3rd Street NW	\$12,153.00	\$6,076.75	\$6,076.75		1
McMains, Barbara	1016 7th Street NW	\$13,660.82	\$6,250.00	\$7,410.82		1
		\$36,099.94	\$17,469.81	\$18,630.63		
MHIP020411OOR						
Gardner, Kellie	109 12th Street SE	\$12,893.70	\$6,250.00	\$6,250.00		1
Sifuentes, Joel	1017 6th St. NW	\$14,525.19	\$6,250.00	\$6,250.00		1
Boehme, Lori	121 7th Avenue NE Court	\$12,132.60	\$6,066.30	\$6,066.30		1
Crusinberry, Cynthia	516 11th Avenue NW	\$12,591.59	\$6,250.00	\$6,250.00		1
		\$52,143.08	\$24,816.30	\$24,816.30		
MHIP110212OOR						
Eden, Timothy	511 11th Avenue NW	\$11,393.00	\$5,696.50	\$5,696.50		1
McCoun, Marcia	700 15th Avenue SW	\$12,397.00	\$6,198.50	\$6,198.50		1
Baker, Mary	606 4th St NW	\$12,530.00	\$6,250.00	\$6,250.00	\$30.00	1
		\$36,320.00	\$18,145.00	\$18,145.00	\$30.00	
MHIP011014OOR						
Rick Nelson	715 7th Street SE	\$12,732.00	\$6,250.00	\$6,250.00	\$232.00	1
Kirby, Shellise	543 14th Avenue NW	\$13,045.00	\$6,250.00	\$6,250.00	545.00	1
Day, Parker	405 3rd Street SE	\$12,337.00	6168.50	\$6,168.50		1
		\$38,114.00	\$18,668.50	\$18,668.50	\$777.00	
MHIP020516OOR						
Payne, Benjamin	1030 6th Street NW	\$14,381.00	\$6,250.00	\$6,250.00	1,881.00	1
Anderson, Joyce	309 1st Street East	\$12,647.58	\$6,250.00	\$6,397.58		1
		\$27,028.58	\$12,500.00	\$12,647.58	\$1,881.00	
MHIP120117OOR						
Morrison, Monica	2413 2nd Street SW	\$12,331.00	\$6,165.50	\$6,165.50		1
Glenn, Gerald	503 1st Avenue South	\$12,677.45	\$6,250.00	\$6,250.00	177.45	1
Lamb, Jeff	205 3rd Street SE	\$14,000.00	\$6,250.00	\$6,250.00	\$1,500.00	1
Boehme, Lori	121 7th Avenue Court NE	\$14,366.80	\$6,250.00	\$6,250.00	1,866.80	1
		\$39,008.45	\$18,665.50	\$18,665.50	\$1,677.45	
MHIP120619OOR						
Nelson, Rick	715 7th Street SE	\$12,810.00	\$6,250.00	\$6,250.00	310.00	1
Cruisnberry, Cynthia	516 11th Avenue NW	\$11,920.00	\$5,960.00	\$5,960.00		1
		\$24,730.00	\$12,210.00	\$12,210.00	\$310.00	
MHIP120420OOR						
Bromley, Lisa	301 4th Street NW	\$12,432.00	\$6,216.00	\$6,216.00		1
Thomas, Patrick	513 10th Avenue NW	\$12,137.50	\$6,068.75	\$6,068.75		1
Higgins, Christine	505 5th Street SE	\$12,578.24	\$6,250.00	\$6,250.00	78.24	1
Schear, Shelly	507 6th Ave SE	\$12,308.50	\$0.00	\$12,308.50		1
Eden, Christen	511 11th Ave NW	\$12,499.65	\$0.00	\$12,499.65		1
		\$61,955.89	\$18,534.75	\$43,342.90	\$78.24	
MHIP120222OOR						
Perrin, Katherine	1358 Rosa Drive					1
Kirby, Shellise	543 14th Ave. NW	\$37,628.31	\$4,709.60	\$12,110.40		1
		\$37,628.31	\$4,709.60	\$12,110.40	\$0.00	
Total		\$410,304.98	\$174,357.82	\$207,875.18	\$4,753.69	33

		Total	PCHTF	Cities		
MHIP120106OOR						
Sharp, Robert	214 SW Flynn	\$12,609.83	\$6,250.00	\$6,250.00	\$109.83	1
Gray, Lavonne	1009 NW Applewood St.	\$8,890.89	\$4,445.44	\$4,445.45		1
Hutton, Michael	500 SW Southlawn Dr.	\$12,488.15	\$6,244.08	\$6,244.07		1
Ethington, Joseph	210 SW Pleasant St.	\$11,970.32	\$5,985.16	\$5,985.16		1
		<u>\$45,959.19</u>	<u>\$22,924.68</u>	<u>\$22,924.68</u>	<u>\$109.83</u>	
MHIP120508OOR						
Henkes, Jeffrey	410 NE Oak Drive	\$9,686.00	\$4,843.00	\$4,843.00		1
Lee, Jerry	1226 NW 4th St	\$14,237.00	\$6,250.00	\$6,250.00	\$1,737.00	1
Winscott, Edith	309 NE 6th St.	\$12,147.00	\$6,073.50	\$6,073.50		1
Elwell, Traci	548 SW Southlawn	\$12,281.00	\$6,140.50	\$6,140.50		1
Murken, Vicki	310 SE East Lawn Drive				\$11,078.18 United Way \$	
Sanderson, Derek	309 SE Sharon Drive				\$8,881.62 United Way \$	
		<u>\$48,351.00</u>	<u>\$23,307.00</u>	<u>\$23,307.00</u>	<u>\$1,737.00</u>	<u>\$19,959.80</u>
MHIP020411OOR						
Carratt, Darrin	322 SW Pleasant Street	\$12,750.00	\$6,250.00	\$6,500.00		1
Toppin, Heather	210 SW Des Moines St.	\$13,714.00	\$6,250.00	\$6,250.00	\$1,214.00	1
Moeller, Cindy	621 SE 3rd Street	\$8,670.00	\$4,335.00	\$4,335.00		1
Youngquist, Bill	405 SE 2nd Street	\$15,384.00	\$6,250.00	\$6,250.00	\$2,884.00	1
Pickett, Wilma	624 SW Elm	\$12,679.02	\$6,250.00	\$6,250.00	179.02	1
		<u>\$63,197.02</u>	<u>\$29,335.00</u>	<u>\$29,585.00</u>	<u>\$4,277.02</u>	
MHIP110212OOR						
Jackson, Bobbi	317 SW Elm St	\$11,883.15	\$5,941.57	\$5,941.58		1
Whitman, Todd	615 SW Southlawn	\$18,646.13	\$6,250.00	\$6,250.00	\$6,146.13	1
Kemp, Roger	1411 SE Michael Drive	\$11,355.37	\$5,677.68	\$5,677.69		1
Cahill, James	933 SE 4th Street	\$14,493.35	\$6,250.00	\$6,250.00	\$1,993.35	1
		<u>\$56,378.00</u>	<u>\$24,119.25</u>	<u>\$24,119.27</u>	<u>\$8,139.48</u>	
MHIP011014OOR						
Edward Lynch	109 NE Crestmoor Place	\$11,204.65	\$5,602.33	\$5,602.32		1
Susan Schaffer	707 NW Greenwood St #7	\$5,912.00	\$2,254.39	\$2,956.00		1
Victor Freeman	109 SW Pleasant Street	\$11,470.00	\$5,735.00	\$4,735.00		1
		<u>\$28,586.65</u>	<u>\$13,591.72</u>	<u>\$13,293.32</u>		
MHIP0020516OOR						
Maile, Nick	1302 NW Greenwood Street	\$11,847.00	\$5,923.50	\$5,923.50		1
Winscott, Edith	309 NE 6th Street	\$9,319.00	\$4,659.50	\$4,659.50		1
Graham, Deborah	101 SW Cherry Street	\$15,777.00	\$6,250.00	\$6,250.00	3,277.00	1
		<u>\$36,943.00</u>	<u>\$16,833.00</u>	<u>\$16,833.00</u>	<u>\$3,277.00</u>	
MHIP120117OOR						
Brown, Daniel	422 SW Franklin Drive	\$12,555.00	\$6,250.00	\$6,250.00	\$55.00	1
Hughes, Jerri	405 SW Ash Street	\$14,463.00	\$6,250.00	\$6,250.00	\$1,963.00	1
McLain, Brian	2112 NW 2nd Street	\$16,398.00	\$6,250.00	\$6,250.00	\$3,898.00	1
		<u>\$43,416.00</u>	<u>\$18,750.00</u>	<u>\$18,750.00</u>	<u>\$5,916.00</u>	
MHIP120619OOR						
Malone, Samantha	1205 SE Belmont Drive	\$27,706.80	\$6,250.00	\$6,250.00	\$15,206.80	1
Khaloufi, Badr	418 SW Maple Street	\$13,604.00	\$6,250.00	\$6,250.00	\$1,104.00	1
Heins, Melissa	7360 NW 4th Street	\$11,395.00	\$5,697.50	\$5,697.50		1
		<u>\$52,705.80</u>	<u>\$18,197.50</u>	<u>\$18,197.50</u>	<u>\$16,310.80</u>	
MHIP120420OOR						
Greenwald, Joel	1636 NW Prairie Lakes Drive	\$9,950.00	\$4,975.00	\$4,975.00		1
Mees, Richard	426 SE Sharon Drive	\$13,092.18	\$6,250.00	\$6,250.00	\$592.18	1
Berns, Emily	525 SW Walnut Street	\$8,300.00	\$4,150.00	\$4,150.00		1
Hageman, Micah	1217 SW Kenworthy Drive	\$12,391.20	\$6,195.60	\$6,195.60		1
		<u>\$43,733.38</u>	<u>\$21,570.60</u>	<u>\$21,570.60</u>	<u>\$592.18</u>	
MHIP120222OOR						
Phal, LaVonne	2301 SW Oralabor Road/Lot 53	\$1,000.00	\$500.00	\$500.00		1
Pinto Sanabria, Darle	526 SW Ash Drive	\$14,852.00	3,557.05	11,294.95		1
Caskey, Bailey	110 SW Pleasant Street	\$13,516.00	\$3,784.48	\$9,731.52		1
		<u>\$29,368.00</u>	<u>\$7,841.53</u>	<u>\$21,526.47</u>	<u>\$0.00</u>	
Total		<u>\$448,638.04</u>	<u>\$196,470.28</u>	<u>\$210,106.84</u>	<u>\$40,359.31</u>	36
					<u>19,959.80</u>	

**Polk County
Large
Renovation**

		Total	PCHTF	Cities	Homeowner	
MHIP120106OOR						
		\$0.00	\$0.00	\$0.00		
MHIP120508OOR						
		\$0.00	\$0.00	\$0.00		
MHIP020411OOR						
		\$0.00	\$0.00	\$0.00		
MHIP110212OOR						
Dvorak-Leonard, Mary	110 Paine Street	\$2,429.50	\$1,214.75	\$1,214.75		1
Gumm, Dennis	135 Patterson St. SE	\$2,837.87	\$1,250.00	\$1,250.00	\$337.87	1
Hunemiller, Glen	130 Paine St. SE	\$1,615.90	\$807.95	\$807.95		1
Kelley, Jim	125 Paine St. SE	\$2,570.75	\$1,250.00	\$1,320.75		1
Brown, Michelle	132 Patterson St	\$2,224.69	\$1,112.35	\$1,112.34		1
Higgins, Dennis	116 Paine St SE	\$4,135.80	\$2,067.90	\$2,067.90		1
Myers, Jennifer	149 Snyder St. SE	\$5,450.00	\$2,725.00	\$2,725.00		1
Oliver, Debra	105 Paine Street SE	\$8,853.55	\$4,426.78	\$4,426.77		1
		\$30,118.06	\$14,854.73	\$14,925.46	337.87	
MHIP011014OOR						
Donna Wyckoff	302 3rd Street SE	\$22,402.00	\$6,250.00	\$6,250.00	\$9,902.00	1
Kinsy, Karyl	917 Grant Court SE	\$10,339.00	\$5,169.50	\$5,169.50		1
Fuller, Jeanne	102 2nd Street SW	\$13,717.00	\$6,250.00	\$6,250.00	\$1,217.00	1
		\$46,458.00	\$17,669.50	\$17,669.50	\$11,119.00	
MHIP020516OOR						
Carroll, Steven	504 Grant Street North	\$6,745.01	\$3,372.50	\$3,372.51		1
Renee Thorp	303 11Street Se	\$16,047.00	\$6,250.00	\$6,250.00	\$3,547.00	1
Bernice Tittle	904 Grant Court SE	\$12,207.00	\$6,103.50	\$6,103.50		1
		\$34,999.01	\$15,726.00	\$15,726.01		
MHIP120117OOR						
Ellefson, Sandra	217 11th Street SE	\$12,400.00	\$6,200.00	\$6,200.00		1
Long, Martha	12 Lincoln Street SE	\$11,940.00	\$5,970.00	\$5,970.00		1
Winborn, Bethany	515 10th Court SE	\$14,567.00	\$6,250.00	\$6,250.00	\$2,067.00	1
		\$38,907.00	\$18,420.00	\$18,420.00	\$2,067.00	
MHIP120619OOR						
Gilroy, Amanda	202 11th Street SE	\$11,872.00	\$1,537.25	\$10,334.75		1
Wilson, Charles	301 Lincoln Street SE	\$12,500.00	\$6,250.00	\$6,250.00		1
Hurgon, Taylor	508 Brick Street SE	\$15,045.04	\$6,250.00	\$6,250.00	\$2,545.04	1
Larson, Robert	207 Lincoln Street SE	\$10,240.00	\$5,120.00	\$5,120.00		1
		\$49,657.04	\$19,157.25	\$27,954.75	\$2,545.04	
MHIP120420OOR						
Dingman, Justin	515 11th Ct SE	\$12,268.00	\$6,134.00	\$6,134.00		1
Williams, Andy	99 Paine Street SE	\$11,579.30	\$5,789.65	\$5,789.65		1
Bensley, Deborah	114 Blaine Street SW	\$12,839.00	\$6,250.00	\$6,250.00	\$339.00	1
Wyckoff, Donna	302 3rd Street SE	\$11,822.25	\$3,466.26	\$8,355.99		1
		\$48,508.55	\$21,639.91	\$26,529.64	\$339.00	
MHIP120222OOR						
Meyers, Joshua	141 Patterson Street SE	\$15,958.00	\$4,468.24	\$11,489.76		1
Mason, Courtney	948 Grant Ct SE	\$11,051.50	\$3,094.42	\$7,957.08		1
Chan Cavan	601 Grant St S	\$26,191.18	\$4,709.60	\$12,110.40	\$9,371.18	1

City of Bondurant

	\$53,200.68	\$12,272.26	\$31,557.24	\$0.00	\$9,371.18	
Total	\$301,848.34	\$119,739.65	\$152,782.60	\$16,407.91	\$9,371.18	28

**Polk County
Large
Renovation**

			Total	PCHTF	Cities	Homeowner	
MHIP1201060OR							
	Waller, Teresa	502 N 9th Street	\$5,225.60	\$2,612.80	\$2,612.80		1
	Olson, Carol	504 N. 9th Street	\$11,034.77	\$5,517.39	\$5,517.38		1
	Lehan, Shawn	317 N. Main Street	\$11,722.62	\$5,861.31	\$5,861.31		1
			<u>\$27,982.99</u>	<u>\$13,991.50</u>	<u>\$13,991.49</u>		
MHIP1205080OR							
	VanHamme, Eugene	501 N 9th Street	\$12,637.48	\$6,250.00	\$6,250.00	\$137.48	1
	Nichols, Christopher	208 N. Jacob Street	\$12,688.70	\$6,250.00	\$6,250.00	188.70	1
	Saddoris, Sean	700 N. 7th Street	\$12,506.01	\$6,250.00	\$6,256.01		1
			<u>\$37,832.19</u>	<u>\$18,750.00</u>	<u>\$18,756.01</u>	<u>\$326.18</u>	
MHIP0204110OR							
	Gambrall, Timothy	620 N. 5th Street	\$12,218.94	\$6,109.49	\$6,109.47		1
	Stevens, Janet	404 SW Maplewood Drive	\$13,972.00	\$6,250.00	\$6,250.00	1,472.00	1
			<u>\$26,190.94</u>	<u>\$12,359.49</u>	<u>\$12,359.47</u>	<u>\$1,472.00</u>	
MHIP1102120OR							
	Wandrey, Anne	624 NE 7th Street	\$20,201.00	\$6,250.00	\$6,250.00	\$7,701.00	1
	Jordan, Douglas	400 NW Calista Court	\$13,185.00	\$6,250.00	\$6,250.00	685.00	1
	Kisting, Lisa	404 SE Trail Ridge Road	\$12,307.00	\$6,153.50	\$6,153.50		1
	Jones, Charles	309 SE Jacob Street	\$12,287.47	\$6,143.74	\$6,143.73		1
			<u>\$57,980.47</u>	<u>\$24,797.24</u>	<u>\$24,797.23</u>	<u>\$8,386.00</u>	
MHIP0110140OR							
	Kern, Joyce	308 SE Main Street	\$15,330.00	\$6,250.00	\$6,250.00	\$2,830.00	1
	Dutchuk, Corey	712 NE 5th Street	\$11,895.00	\$5,947.50	\$5,947.50		1
	Menough, Nicholas	404 NW Norton Circle	\$14,765.00	\$6,250.00	\$6,250.00	\$2,265.00	1
			<u>\$41,990.00</u>	<u>\$18,447.50</u>	<u>\$18,447.50</u>	<u>\$5,095.00</u>	
MHIP0205160OR							
	Olson, Carol	504 NE 9th Street	\$12,264.00	\$6,132.00	\$6,132.00		1
	Christine Westberg	508 NE 9th Street	\$13,199.00	\$6,250.00	\$6,250.00	699.00	1
	Eugene VanHamme	501 NE 9th Street	\$12,954.00	\$6,250.00	\$6,250.00	\$454.00	1
			<u>\$38,417.00</u>	<u>\$18,632.00</u>	<u>\$18,632.00</u>	<u>\$1,153.00</u>	
MHIP1201170OR							
	Chrisinger, David	313 SE Ewing Street	\$11,933.70	\$5,966.85	\$5,966.85		1
	Kessler - Jensen, Mai	109 NE 7th Court	\$19,672.00	\$6,250.00	\$6,250.00	\$7,172.00	1
	Christian, Tracy	100 NW 7th Street	\$10,785.00	\$5,392.50	\$5,392.50		1
			<u>\$42,390.70</u>	<u>\$17,609.35</u>	<u>\$17,609.35</u>	<u>\$7,172.00</u>	
MHIP1206190OR							
	Olinger, Wendy	329 SE Woodbine Dr.	\$9,630.00	\$4,815.00	\$4,815.00	\$0.00	1
			<u>\$9,630.00</u>	<u>\$4,815.00</u>	<u>\$4,815.00</u>	<u>\$0.00</u>	
MHIP1204200OR							
	Smajlovic, Adis	1255 SE 6th St #302	\$12,519.00	\$6,250.00	\$6,250.00	\$19.00	1
	Bickel, Sheila	109 NE Circle Drive	\$12,455.72	\$6,227.86	\$6,227.86		1
	Rolek, Eric	209 SE 5th Street	\$16,288.00	0	\$12,500.00	\$3,788.00	1
	Trapp, Gary	413 SE 4th Street	\$16,643.00	\$6,250.00	\$6,250.00	\$4,143.00	1
	Baessler, Amber	500 SE Ewing Street	\$12,730.00	\$6,250.00	\$6,250.00	\$230.00	1
	Vetter, Lori	508 NE 10th Street	\$10,220.00	\$5,110.00	\$5,110.00		1
			<u>\$80,855.72</u>	<u>\$30,087.86</u>	<u>\$42,587.86</u>	<u>\$8,180.00</u>	
MHIP1202220OR							
	Pollard, Lilyan	2805 SE Liberty Drive	\$1,000.00	\$500.00	\$500.00		1
	Piper, Michael	101 NW 8th Street Unit #203	\$9,548.90	\$2,583.93	\$6,964.97		1
	VanHamme, Eugene	501 NE 9th Street	\$14,686.00	\$3,974.03	\$10,711.97		1
	Volz, Brooke	508 SE 2nd Street	\$30,423.55	\$4,709.60	\$12,110.40	\$13,603.55	1
			<u>\$55,658.45</u>	<u>\$11,767.56</u>	<u>\$30,287.34</u>	<u>\$0.00</u>	<u>\$13,603.55</u>

Total	<u>\$418,928.46</u>	<u>\$171,257.50</u>	<u>\$202,283.25</u>	<u>\$31,784.18</u>	<u>\$13,603.55</u>	32
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		TOTAL	PCHTF	CITY OF JOHNSTON
MHIP1201060OR				
Rissman, Ronald	6725 NW 52nd Court	\$10,638.84	\$5,319.42	\$5,319.42
Hagman, Cynthia	6319 NW 59th Court	\$12,060.18	\$6,030.09	\$6,030.09
Hoss, David	5624 Columbine Drive	\$13,188.36	\$6,250.00	\$6,250.00
		\$35,887.38	\$17,599.51	\$17,599.51
MHIP1205080OR				
Kilbourne, Linda	6831 NW 54th Court	\$12,405.00	\$6,202.50	\$6,202.50
Bruce, Rebecca	6435 NW 56th Street	\$12,230.00	\$6,115.00	\$6,115.00
Schappert, Henry	5685 NW 57th Avenue	\$14,356.00	\$6,250.00	\$6,250.00
		\$38,991.00	\$18,567.50	\$18,567.50
MHIP0204110OR				
Kimball, Teri	6824 NW Beaver	\$12,357.56	\$6,178.78	\$6,178.78
		\$12,357.56	\$6,178.78	\$6,178.78
MHIP1102120OR				
Patterson, Stephen	5289 NW 63rd Place	\$13,292.00	\$6,250.00	\$6,250.00
Anderson, Jennifer	6015 NW 61st Street	\$12,562.00	\$6,250.00	\$6,250.00
Litchkey, Warren	5630 NW 63rd Place	\$11,516.42	\$5,758.21	\$5,758.21
		\$37,370.42	\$18,258.21	\$18,258.21
MHIP0110140OR				
Sherry, James & Cheryl	9424 Ironwood Lane	\$5,660.35	\$2,830.18	\$2,830.17
Anita Thorton	5255 NW 57th Avenue	\$7,865.00	\$3,932.50	\$3,932.50
		\$13,525.35	\$6,762.68	\$6,762.67
MHIP0205160OR				
NO Longer participating				
TOTAL		\$138,131.71	\$67,366.68	\$67,366.67

City of Pleasant Hill

			Total	PCHTF	Cities		
MHIP120106OOR							
Betz, Mary	4941 Beech Blvd		\$7,020.70	\$3,510.25	\$3,510.35		1
Rost, Donna	4942 Beech Blvd		\$12,806.38	\$6,250.00	\$6,250.00	\$306.38	1
Albertson, Carl	574 Schaffer Blvd.		\$12,358.38	\$6,179.19	\$6,179.19		1
			<u>\$32,185.46</u>	<u>\$15,939.44</u>	<u>\$15,939.54</u>	306.38	
MHIP120508OOR							
Norman, Ramona	483 Benjamin Blvd		\$14,058.00	\$6,250.00	\$7,808.00		1
Stoutenberg, Ronald	600 S. Hickory		\$11,904.00	\$5,952.00	\$5,952.00		1
Bui, Tien	437 Benjamin Blvd.		\$12,723.00	\$6,250.00	\$6,250.00	\$223.00	1
			<u>\$38,685.00</u>	<u>\$18,452.00</u>	<u>\$20,010.00</u>	\$223.00	
MHIP020411OOR							
Brown, Larry	580 N. Pleasant Hill Blvd.		\$11,635.37	\$5,817.68	\$5,817.69		1
Terry, Vera	495 Benjamin Blvd.		\$17,298.30	\$6,250.00	\$6,647.50		1
DeBolt, Kristopher	80 Constitution Blvd.		\$12,805.10	\$6,250.00	\$6,250.00		1
			<u>\$41,738.77</u>	<u>\$18,317.68</u>	<u>\$18,715.19</u>		
MHIP110212OOR							
Kallem, Ronald	550 S. Hickory Blvd		\$11,782.00	\$5,891.00	\$5,891.00		1
Swanson, Iris	4990 Ash Drive		\$12,773.00	\$6,250.00	\$6,250.00	\$273.00	1
Kelly, Denise	270 S. Hichory Blvd		\$12,493.00	\$6,246.50	\$6,246.54		1
			<u>\$37,048.00</u>	<u>\$18,387.50</u>	<u>\$18,387.54</u>	\$273.00	
MHIP011014OOR							
Bootsma, James	4906 Beech Blvd		\$13,450.00	\$6,250.00	\$6,250.00	\$950.00	1
Twiss, Cheryl	4920 Orchard Drive		\$18,030.00	\$6,250.00	\$6,250.00	5,530.00	1
Lopez-Leto, Shelby	5855 Robin Road		\$14,563.50	\$6,250.00	\$6,250.00	\$2,063.50	1
			<u>\$46,043.50</u>	<u>\$18,750.00</u>	<u>\$18,750.00</u>	\$8,543.50	
MHIP020516OOR							
NO longer participating							
	Totals		<u>\$195,700.73</u>	<u>\$89,846.62</u>	<u>\$91,802.27</u>	<u>\$9,345.88</u>	15

		Total	PCHTF	Cities		
MHIP120106OOR		\$0.00	\$0.00	\$0.00		
MHIP120508OOR		\$0.00	\$0.00	\$0.00		
MHIP020411OOR		\$0.00	\$0.00	\$0.00		
MHIP110212OOR						
Navin, Anna	409 Hillcrest Dr	\$3,955.00	\$1,977.50	\$1,977.50		1
Kain, Dennis	704 W VanDorn Street	\$6,250.00	\$6,250.00	\$825.00		1
Nemmers, Nathan	719 Davis St	\$12,438.63	\$6,219.22	\$6,219.41		1
		\$22,643.63	\$14,446.72	\$9,021.91		
MHIP011014OOR						
Etherington, Grant	401 Summer Street	\$12,463.00	\$6,231.50	\$6,231.50		1
Miller, Deborah	211 Forest Street	\$11,190.00	\$5,595.00	\$5,595.00		1
Sweeny, Robert	508 Lincoln Street	\$13,391.40	\$6,250.00	\$6,250.00	\$891.40	1
		\$37,044.40	\$18,076.50	\$18,076.50	\$891.40	
MHIP020516OOR						
Davis, Kent	413 W. Broadway Street	\$10,175.00	\$5,087.50	\$5,087.50		1
Tully, Thomas	410 Tyler Street	\$17,811.00	\$6,250.00	\$6,250.00	5,311.00	1
		\$27,986.00	\$11,337.50	\$11,337.50	\$5,311.00	
MHIP120117OOR						
Ellis, William	702 Waldo Street	\$11,705.30	\$5,852.65	\$5,852.65		
Bienfang, Susan	605 E. Madison Drive	\$11,220.00	\$5,610.00	\$5,610.00		1
Milne, William	609 Phillips Street	\$14,715.62	\$6,250.00	\$6,250.00	\$2,115.62	1
Wichhart, Bonnie	604 Roosevelt Street	\$20,311.00	\$6,250.00	\$6,250.00	\$7,811.00	1
		\$46,246.62	\$18,110.00	\$18,110.00	\$9,926.62	
MHIP120619OOR						
Bienfang, Susan	605 E. Madison Drive	\$11,820.00	\$5,910.00	\$5,910.00		1
Schouten, Edwin	1004 Phillips Street	\$12,053.00	\$6,026.50	\$6,026.50		1
		\$23,873.00	\$11,936.50	\$11,936.50	\$0.00	
MHIP120420OOR						
Woolsoncroft, Debra	401 S. 3rd Street	15,600.00	\$6,250.00	\$6,250.00	\$3,100.00	1
Kellogg, Richard	517 Roosevelt Street	\$12,530.00	\$6,250.00	\$6,250.00	\$30.00	1
Gilroy, Amanda	202 11th Street SE	\$11,872.00	\$5,936.00	\$5,936.00		1
Seals, Marla	713 Roosevelt Street	\$6,035.27	\$3,017.63	\$3,017.63		1
		\$46,037.27	\$21,453.63	\$21,453.63	\$3,130.00	
MHIP120222OOR						
		\$0.00	\$0.00	\$0.00	\$0.00	
Totals		\$203,830.92	\$95,360.85	\$89,936.04	\$19,259.02	17

			Total	PCHTF	Cities	Homeowner	
MHIP120106OOR							
Lapcheske, Mary	4008 64th Street		\$13,259.21	\$6,250.00	\$6,250.00	\$759.21	1
Johnson, Dorothy	4510 61st Street		\$12,445.09	\$6,222.55	\$6,222.54		1
Maddison, Christine	7029 Palm Drive		\$16,087.50	\$6,250.00	\$6,250.00	3,587.50	1
			<u>\$41,791.80</u>	<u>\$18,722.55</u>	<u>\$18,722.54</u>	<u>\$4,346.71</u>	
MHIP120508OOR							
Farwell, Linda	7018 Maryland Drive		\$12,495.92	\$6,247.96	\$6,247.96		1
Bacuyag, Emmanuel	3909 82nd Street		\$14,048.65	\$6,250.00	\$6,250.00	\$1,548.65	1
Conradt, Anna	4211 65th Street #2		\$12,558.66	\$2,024.20	\$10,534.46	\$192.50	1
			<u>\$39,103.23</u>	<u>\$14,522.16</u>	<u>\$23,032.42</u>	<u>1741.15</u>	
MHIP020411OOR							
Harvey, Darlene	4021 69th Street		\$12,425.21	\$6,212.61	\$6,212.60		1
Twombly, Anne	4404 61st Street		\$12,462.83	\$6,231.41	\$6,231.42		1
Parkhurst-Tilley, Russell	7208 Douglas Avenue		\$12,135.60	\$6,250.00	\$6,250.00		1
Carico, Bonnie	3816 79th Street		\$12,497.00	\$6,248.50	\$6,248.50		1
			<u>\$49,520.64</u>	<u>\$24,942.52</u>	<u>\$24,942.52</u>		
MHIP110212OOR							
Eganhouse, Brandy	3926 68th Street		\$ 15,852.00	\$ 6,250.00	\$ 6,250.00	\$ 3,352.00	1
Tadic, Bozo	4132 64th Street		\$11,181.00	\$5,590.50	\$6,860.50		1
Bilotta, Jessica	4008 65th Street		\$8,210.00	\$4,105.00	\$4,105.00		1
			<u>\$ 35,243.00</u>	<u>\$ 15,945.50</u>	<u>\$ 17,215.50</u>	<u>\$ 3,352.00</u>	
MHIP011014OOR							
Rasim Kajtazovic	3933 64th Street		\$18,555.00	\$6,250.00	\$6,250.00	\$6,055.00	1
Jeffrey Tyler	4010 67th Street		\$17,715.00	\$6,250.00	\$6,250.00	\$5,210.00	1
Katherine Oleson	7024 Prairie Avenue		\$10,890.00	\$5,445.00	\$5,445.00		1
			<u>\$47,160.00</u>	<u>\$17,945.00</u>	<u>\$17,945.00</u>	<u>\$11,265.00</u>	
MHIP020516OOR							
Deloris Routh	3619 64th Street		\$11,420.00	\$5,710.00	\$5,710.00		1
Timothy Anderson	8706 Alpine Drive, Unit C		\$11,829.00	\$5,914.50	\$5,914.50		1
Young, Rhonda	6809 Roseland Drive		\$14,394.00	\$6,250.00	\$7,650.00	494.00	1
			<u>\$37,643.00</u>	<u>\$17,874.50</u>	<u>\$19,274.50</u>	<u>\$494.00</u>	
MHIP120117OOR							
Kamencic, Zineta	4201 68th Street		\$16,601.00	\$6,250.00	\$6,250.00	\$4,101.00	1
Panages, Amy	3619 70th Street		\$16,133.50	\$6,250.00	\$6,250.00	\$3,633.50	1
Taylor, Tanner	7036 Palm Drive		\$12,420.55	\$6,210.27	\$6,210.28		1
			<u>\$45,155.05</u>	<u>\$18,710.27</u>	<u>\$18,710.28</u>	<u>\$7,734.50</u>	
MHIP120619OOR							
Davis, Zach	4017 68th Street		\$11,967.50	\$5,983.75	\$5,983.75		1
Wertheim, Alexander	7107 Roseland Drive		\$17,860.00	\$6,250.00	\$6,250.00	5,360.00	1
Shoemaker, James	6616 Oliver Smith Drive		\$12,540.00	\$6,250.00	\$6,250.00	\$40.00	1
			<u>\$42,367.50</u>	<u>\$18,483.75</u>	<u>\$18,483.75</u>	<u>\$5,400.00</u>	
MHIP120420OOR							
Meisinger, Carol	7118 Oliver Smith Drive		\$11,740.00	\$5,870.00	\$5,870.00		1
Savage, Tama	8310 Twana Drive		\$10,529.00	\$5,264.50	\$5,264.50		1
Light, Carol	6515 Oliver Smith Drive		\$12,512.75	\$6,250.00	\$6,250.00	\$12.75	1
Hart, Tammy	7010 Horton Avenue		\$9,126.00	\$4,563.00	\$4,563.00		1
			<u>\$43,907.75</u>	<u>\$21,947.50</u>	<u>\$21,947.50</u>	<u>\$12.75</u>	
MHIP120222OOR							
Conradt, Anna	4211 65th Street #2		\$16,211.24	\$3,882.59	\$12,328.65		1
Stav, Lisa	4225 70th Street		\$13,007.00	\$3,519.69	\$9,487.31		1
Stubbs, Joshua	7101 Douglas Avenue		\$15,219.58	\$4,118.42	\$11,101.16		1
			<u>\$44,437.82</u>	<u>\$11,520.70</u>	<u>\$32,917.12</u>	<u>\$0.00</u>	
Total			<u>\$426,329.79</u>	<u>\$180,614.45</u>	<u>\$213,191.13</u>	<u>\$34,346.11</u>	32

		Total	PCHTF	Cities	Homeowner	
MHIP120106OOR						
Pearson, John	1011 69th Street	\$12,632.27	\$6,250.00	\$6,250.00	\$132.27	1
Peterson, Michael	1039 65th Street	\$12,588.05	\$6,250.00	\$6,250.00	\$88.05	1
Lensing, Bette	1105 68th Street	\$9,210.30	\$4,605.25	\$4,605.05		1
Bacon, Linda	6409 Sunset Terrace	\$12,413.69	\$6,206.84	\$6,206.85		1
		\$46,844.31	\$23,312.09	\$23,311.90	\$220.32	
MHIP120508OOR						
Boggio, Dorothy	1005 68th Street	\$10,430.18	\$5,215.09	\$5,215.09		1
Dolan, Maxine	6536 School Street	\$11,759.46	\$5,879.73	\$5,879.73		1
Knight, Kimberly	6628 Forest Ct.	\$11,762.00	\$5,881.00	\$5,881.00		1
		\$33,951.64	\$16,975.82	\$16,975.82		
MHIP020411OOR						
Wadle, Christina	6401 Washington	\$12,209.00	\$6,104.50	\$6,104.50		1
Anderson, Beverly	1132 66th Street	\$14,821.00	\$6,250.00	\$6,250.00	\$2,321.00	1
Schoon-Lowry, Deborah	1032 69th Street	\$11,204.48	\$5,602.24	\$5,602.24		1
Crabbs, Zella	6400 Washington	\$12,500.00	\$6,250.00	\$6,250.00		1
Davis, John	1140 68th Street	\$4,985.10	\$2,492.55	\$2,492.55		1
		\$55,719.58	\$26,699.29	\$26,699.29	\$2,321.00	
MHIP110212OOR						
Burch, Hilary	1314 68th Street	\$12,466.00	\$6,233.00	\$6,233.00		1
Dellaca, Kathryn	1124 67th Street	\$15,626.00	\$6,250.00	\$6,250.00	\$3,126.00	1
Smith, Marilyn	6505 School Street	\$12,453.00	\$6,226.50	\$6,226.50		1
		\$40,545.00	\$18,709.50	\$18,709.50	\$3,126.00	
MHIP011014OOR						
Supple, Bonnie	1023 69th Street	\$1,245.00	\$622.50	\$622.50		1
Bubany, William	1230 65th Street	\$11,590.00	\$5,795.00	\$5,795.00		1
Donovan Long	1130 67th Street	\$8,504.00	\$4,252.00	\$4,252.00		1
Dixon, Hurmoline	6301 Sunset Terrace	\$8,870.00	\$4,435.00	\$4,435.00		1
		\$30,209.00	\$15,104.50	\$15,104.50		
MHIP0020516OOR						
Garland, Rogene	1008 65th Street	\$7,170.00	\$3,585.00	\$3,585.00		1
Junge, Brian	6415 Carpenter Avenue	\$12,339.00	\$6,169.50	\$6,169.50		1
		\$19,509.00	\$9,754.50	\$9,754.50		
MHIP120117OOR						
Salazar, Michael	6480 Crocker Street	\$13,263.00	\$6,250.00	\$6,250.00	\$763.00	1
Kallesen, Curtis	2108 63rd Street	\$10,939.00	\$5,469.50	\$5,469.50		1
Streed, Carol	6425 Colby Avenue	\$20,419.50	\$6,250.00	\$6,250.00	\$7,919.50	1
		\$44,621.50	\$17,969.50	\$17,969.50	\$8,682.50	
MHIP120619OOR						
Neilly, Mickey	6701 Carpenter Ave	\$12,579.46	\$6,250.00	\$6,250.00	\$79.46	1
Hannam, Charles	6405 Lincoln Avenue	\$12,559.50	\$6,250.00	\$6,309.50		1
Lancaster, Angela	6501 Center Street	\$13,355.50	\$6,250.00	\$6,250.00	\$855.50	1
		\$38,494.46	\$18,750.00	\$18,809.50	\$934.96	
MHIP120420OOR						
Chaulam, Tai	2237 Monterey Drive	\$12,703.60	\$0.00	\$12,602.50	\$101.10	1
Hoard, Aaron	6315 Franklin Avenue	\$12,442.50	\$0.00	\$12,442.50		1
Bubany, William	1230 65th Street	\$13,346.00	\$6,250.00	\$6,350.00	\$746.00	1

City of Windsor Heights

\$38,492.10 \$6,250.00 \$31,395.00 \$847.10

MHIP120222OOR

Long, Stacey	1040 65th Street	\$15,090.00	\$4,225.20	\$10,864.80	1
Wagler, Stephanie	6452 Colby Avenue	Approved, being bid			
Erpelding, Mollie	6750 School Street	Approved, being bid			
Howard, Judy	1035 64th Street	Approved, being bid			
		\$15,090.00	\$4,225.20	\$10,864.80	\$0.00
	Total	\$363,476.59	\$157,750.40	\$189,594.31	\$16,131.88
					31

			Total	PCHTF	Cities	Homeowner	
MHIP12010600R							
Nettles, Timothy	513 11th Street		\$12,443.75	\$6,221.87	\$6,221.88		1
Summa, John	920 30th Street		\$3,900.00	\$3,900.00	\$0.00		1
			<u>\$16,343.75</u>	<u>\$10,121.87</u>	<u>\$6,221.88</u>		
MHIP12050800R							
Garcia, James	428 9th Street		\$12,865.03	\$6,250.00	\$6,250.00	\$365.03	1
Summa, John	920 30th Street		\$8,545.00	\$2,322.50	\$6,222.50		1
Nancy Harvey	2223 Grand Ave #10		\$2,606.31	\$1,303.15	\$1,303.16		1
Cox, Tonya	528 3rd Street		\$12,536.70	\$6,250.00	\$6,286.70		1
Hutchins, Jeffrey	421 8th Street		\$12,483.90	\$6,241.95	\$6,241.95		1
Coon, Donald	417 51st Street		\$18,419.14	\$6,250.00	\$6,250.00	\$5,919.14	1
			<u>\$67,456.08</u>	<u>\$28,617.60</u>	<u>\$32,554.31</u>	<u>\$6,284.17</u>	
MHIP02041100R							
Brackett, Andrew	704 32nd Street		\$13,981.00	\$6,250.00	\$6,250.00	\$1,481.00	1
Hiscox, Kim	809 14th Street		\$17,727.93	\$10,393.88	\$7,334.05		1
Patterson, Patrick	516 21st Street		\$13,132.00	\$6,250.00	\$6,250.00	\$632.00	1
Simons, Heather	413 Valhigh Road		\$12,596.20	\$6,250.00	\$6,250.00	\$96.20	1
			<u>\$57,437.13</u>	<u>\$29,143.88</u>	<u>\$26,084.05</u>	<u>\$2,209.20</u>	
MHIP11021200R							
Rodish, Sharon	209 Walnut Street		\$11,337.80	\$5,668.90	\$5,668.90		1
Midthun, Carole	604 10th Street		\$ 12,481.00	\$6,240.50	\$6,240.50		1
Thorton, Colleena/Gary	413 18th Street		\$12,946.70	\$426.95	\$6,250.00	\$446.70	1
			<u>\$36,765.50</u>	<u>\$12,336.35</u>	<u>\$18,159.40</u>	<u>\$446.70</u>	
MHIP01101400R							
Muller, Shane	400 1st Street		\$15,650.00	\$6,250.00	\$6,250.00	\$3,150.00	1
Wisecup, Linda	513 13th Street		\$12,345.51	\$6,172.76	\$6,172.75		1
Carvajal, Consuelo	619 Valhigh Road		\$12,852.70	\$6,250.00	\$6,250.00	\$352.70	1
Abdulla Al Ajrawee	1800 Pearl Drive		\$13,473.86	\$6,250.00	\$6,250.00	\$973.86	1
Thorton, Colleena/Gary	413 18th Street		\$12,946.70	\$5,823.05	\$6,250.00	\$446.70	1
			<u>\$67,268.77</u>	<u>\$30,745.81</u>	<u>\$31,172.75</u>	<u>\$4,923.26</u>	
MHIP02051600R							
Barbara Long	123 11th Street		\$12,500.00	\$6,250.00	\$6,250.00		1
O'Day, Barbara	541 4th Street		\$11,833.00	\$5,916.50	\$5,916.50		1
Frank Gustafson	512 13th Street		\$7,420.85	\$3,710.43	\$3,710.42		1
			<u>\$31,753.85</u>	<u>\$15,876.93</u>	<u>\$15,876.92</u>	<u>\$0.00</u>	
MHIP12011700R							
Rivers, Martha	433 3rd Street		\$11,822.00	\$5,911.00	\$5,911.00		1
Senephansiri, Suzette	421 6th Street		\$12,473.00	\$6,236.50	\$6,236.50		1
Maher, Melanie	545 4th Street		\$4,625.14	\$6,239.70	\$6,239.70		1
Leichliter, Greg	120 7th Street		\$15,202.00	\$6,250.00	\$6,250.00	\$2,702.00	1
Brunner, Elizabeth	1262 33rd Street		\$11,562.16	\$5,781.08	\$5,781.08		1
Larson, Wayne	205 9th Street		\$12,616.00	\$6,250.00	\$6,250.00	\$116.00	1
			<u>\$28,920.14</u>	<u>\$18,387.20</u>	<u>\$36,668.28</u>	<u>\$0.00</u>	
MHIP12061900R							
Spaw, Mark	205 8th Sreet		\$13,410.00	\$6,250.00	\$6,250.00	\$910.00	1
			<u>\$13,410.00</u>	<u>\$6,250.00</u>	<u>\$6,250.00</u>	<u>\$910.00</u>	
MHIP12042000R							
Guthrie, LaVerne	201 19th Street		\$12,353.00	\$6,176.50	\$6,176.50		1

City of West Des Moines

Schreiber, Ryan	532 5th Street	\$12,420.00	\$6,210.00	\$6,210.00		1
Swadi, Maha	624 13th Street	\$12,258.50	\$6,129.25	\$6,129.25		1
		\$37,031.50	\$18,515.75	\$18,515.75	\$0.00	
MHIP120222OOR						
Nelson, Denise	400 8th Street	\$16,820.00	4,300.00	\$12,520.00		1
Fortune, David	300 Hillside Avenue	\$16,199.50	\$4,535.86	\$11,663.64		1
Smith, Tami	432 3rd Street	\$18,323.33	\$4,709.60	\$12,110.40		1
		\$51,342.83	\$13,545.46	\$36,294.04		
	Totals	\$407,729.55	\$183,540.84	\$227,797.38	\$14,773.33	36



An Owner-Occupied Rehabilitation Program

The cities below have entered into a cooperative agreement with the purpose to preserve the existing affordable housing stock in their communities.



Who is eligible for the Metro Home Improvement Program?



The property must be located within the participating cities and Polk County.



The assessed value of the home must be at or below \$300,000 (includes both land and building value per the Polk County Assessor).



The property must be a single-family residence, condominium or townhouse. *Houses being purchased under contract are not eligible.



The property must be the owner-occupied.



Property taxes, mortgage payments and homeowner's insurance must be current.



Income limits of the household must fall at or below 80% of the area median household income, which is based on HUD Annual Income as Defined in 24 CFR Part 5. (see chart below)

Number of Persons in Household	1	2	3	4	5	6	7	8+
Maximum Total Gross Household Income for Program	\$63,300	\$72,350	\$81,400	\$90,400	\$97,650	\$104,900	\$112,100	\$119,350

What are the financial implications to the homeowner?

- The work is paid for by the Program through funding from the Polk County Housing Trust Fund and the participating cities.
- The financial assistance will be in the form of a forgivable loan with a maximum loan amount of \$16,820 and a minimum loan amount of \$500.
- The loan will be recorded as a mortgage on the property with a term of five (5) years, decreasing 20% each year, and bearing no interest.
- The loan only comes due if the homeowner sells within the five years following the time of participation.

Program Eligible Activities Include:



Basic structural repairs:

- (a) Exterior Walls (b) Roof and roof structure
(c) Foundation (d) Floor joists and ceilings



Building Systems:

- (a) Electrical (b) Plumbing (c) Heating



Weatherization:

- (a) Insulation (b) Windows (c) Siding



Handicap Accessibility:

- (a) Exterior ramp (b) Bathroom facilities



Sump pump installation & connection to storm sewer



Scan to Apply Online!

To request a paper application call (515) 273-0770 or visit www.wdm.iowa.gov/mhip



Program General Contractor

Home, Inc. is a non-profit agency from Des Moines.

Prepared by: Jessica D. Grove, Deputy City Attorney, P.O. Box 65320, West Des Moines IA 50265; 515-222-3474
Return to: City Clerk, PO Box 65320, West Des Moines, IA 50265

**TERMINATION OF CHAPTER 28E AGREEMENT BY AND BETWEEN THE CITY OF
ALTOONA, CITY OF ANKENY, CITY OF BONDURANT, CITY OF GRIMES, CITY OF POLK
CITY, CITY OF URBANDALE, CITY OF WEST DES MOINES AND THE CITY OF WINDSOR
HEIGHTS**

This TERMINATION of Chapter 28E Agreement ("28E Agreement") by and between the CITY OF ALTOONA ("Altoona"), the CITY OF ANKENY ("Ankeny"), the CITY OF BONDURANT ("Bondurant"), the CITY OF GRIMES ("Grimes"), the CITY OF POLK CITY ("Polk City"), the CITY OF URBANDALE ("Urbandale"), the CITY OF WEST DES MOINES ("West Des Moines"), and the CITY OF WINDSOR HEIGHTS ("Windsor Heights"): The above-named cities will be referred to individually as an "Authority Member" and collectively referred to as "Authority members" made as of the date set forth below:

WHEREAS, the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights are municipal corporations of the State of Iowa; and

WHEREAS, on April 1, 2015, the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights entered into an Agreement for the operation of a Metro Home Improvement Program ("MHIP") for housing rehabilitation within their respective communities pursuant to Iowa Code Chapter 28E, ("28E Agreement"); and

WHEREAS, the 28E Agreement became effective April 1, 2015 and will continue until terminated by mutual agreement of the Authority Members; and

WHEREAS, the Cities of Johnston and Pleasant Hill previously terminated their participation pursuant to the terms of the 28E Agreement; and

WHEREAS, the remaining Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights agree to terminate the 28E Agreement effective October 1, 2024.

NOW, THEREFORE, in consideration of the mutual undertakings hereby provided, the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights hereby agree as follows:

- (A) The 28E Agreement shall terminate at 11:59:59 p.m. on September 30, 2024. This Termination Agreement shall be enforceable upon its approval and execution by all parties and its filing with the Secretary of State, but its effective date shall be 11:59:59 p.m. on September 30, 2024. The City of West Des Moines shall cause the executed Termination Agreement to be recorded and filed and shall send the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale and Windsor Heights a copy with the recording and filing data shown. Each such copy shall be considered an original of this Agreement.
2. The City of West Des Moines shall do the following:
- (A) Fulfill their budgetary requirements for FY23/24. Ending on September 30, 2024; and
 - (B) Transfer any Program Costs held by the City of West Des Moines to Mid Iowa Planning Alliance (“MIPA”) on or before **October 8, 2024**; and
 - (C) File a new 28E Agreement between the remaining Cities and MIPA with the Iowa Secretary of State on or before October 1, 2024, upon approval of all member cities; and
 - (D) Regardless of this termination, any liabilities that occurred prior to the termination effective date shall be paid pursuant to the 28E Agreement.

CITY OF ALTOONA

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Altoona, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF ANKENY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Ankeny, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF BONDURANT

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Bondurant, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF GRIMES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Grimes, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF POLK CITY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Polk City, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF URBANDALE

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Urbandale, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WEST DES MOINES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of West Des Moines, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WINDSOR HEIGHTS

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

Resolution No. 2024-56
RESOLUTION TERMINATING THE METRO HOME IMPROVEMENT PROGRAM
28E AGREEMENT BY AND BETWEEN THE CITY OF ALTOONA, CITY OF
ANKENY, CITY OF BONDURANT, CITY OF GRIMES, CITY OF POLK CITY, CITY
OF URBANDALE, CITY OF WEST DES MOINES AND CITY OF WINDSOR
HEIGHTS, IOWA

WHEREAS, on April 1, 2015 the Cities of Altoona, Ankeny, Bondurant, Grimes, Johnston, Pleasant Hill, Polk City, Urbandale, West Des Moines and Windsor Heights entered into an Intergovernmental Agreement for the administration of the Metro Home Improvement Program pursuant to Iowa Code Chapter 28E; and

WHEREAS, the cities of Johnston and Pleasant Hill have previously terminated their participation in the Agreement; and

WHEREAS, the Agreement provides for its termination upon mutual agreement of the parties; and

WHEREAS, following proper notice as provided by the 28E Agreement, the parties have mutually agreed to terminate the 28E Agreement, effective September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

1. Termination of Chapter 28E Agreement by and between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights, Iowa is approved, effective September 30, 2024 (“Termination Agreement”).
2. The City of Windsor Heights agrees to abide by the terms and conditions set forth in the Termination Agreement regarding the City’s rights and responsibilities under the Intergovernmental Agreement for the administration of the Metro Home Improvement Program between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights dated April 1, 2015.
3. The Mayor is authorized to sign the Termination Agreement and the City Clerk is directed to attest to the Mayor’s signature.
4. Proper filing with the Iowa Secretary of State shall occur as set forth in the Termination Agreement.

PASSED AND APPROVED on the 16th day of September, 2024.

Mike Jones, Mayor

Attest: _____
Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**

September 16, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Resolution 2024-57 - A Resolution Approving And Authorizing The Execution Of A 28e Agreement Between The Cities Of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines, Windsor Heights And The Mid Iowa Planning Alliance For Community Development

GENERAL INFORMATION

Below is the copied staff report from the previous agenda item.

BACKGROUND

In 2004, the City of West Des Moines began administering WestHELP. It was an owner-occupied rehabilitation program in partnership with the cities of Clive, Johnston, Urbandale, and Windsor Heights. In 2007, the program was expanded to also include the cities of Altoona, Ankeny, Bondurant, Grimes, Pleasant Hill, and Polk City. Additionally, the name of the program was changed to the Metro Home Improvement Program (MHIP).

In April 2015, the cities of Altoona, Ankeny, Bondurant, Grimes, Johnston, Pleasant Hill, Polk City, Urbandale, Windsor Heights, and West Des Moines entered into a 28E Agreement for the operation of the MHIP. As of today, there are eight participating cities: Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, Windsor Heights, and West Des Moines. The City of West Des Moines has been administering this program since its inception in 2004. With recent staffing changes, West Des Moines City evaluated their own housing needs, staff time, and availability of other organizations to provide administrative services. It was determined that MHIP would best be administered by the MIPA. MIPA was formed in 2021 to assist its regional member communities by providing technical support with the intent of improving economic growth and living conditions throughout the region. MIPA already provides administration for other housing rehabilitation programs within their service area, so their staff will have the appropriate expertise and experience to administer MHIP. Windsor Heights is a current member of MIPA.

To facilitate the program's administrative change, the current 28E Agreement will be terminated and a new 28E Agreement has been prepared with MIPA as the new administrator of the program.

During the last budgeting cycle staff was asked by City Council to review the City's participation in MHIP for the following year due to recent low resident participation rate in the program and the costs for administering the program. The City is required to give a one year exit notice the program. Adam S. met with Neighborhood Finance Corporation and ION through the City of Des Moines on their respective programs. ION was determined not to be a suitable fit for the City for various reasons. NFC's programs offered some potential, though their programs have comparable administration costs.

GENERAL INFORMATION

In the past several months, Windsor Heights Administration proposed an increase in the maximum property assessment for the MHIP and in August the maximum assessment was raised from \$250,000 to \$300,000. There are currently four homeowners in process of being funded through the program. There is typically annual funding for four projects. There are also three applications on the Windsor Heights program waiting list. They would be assisted with next funding cycle in 2025. The 2025-2026 funding request for Windsor Heights will be for only the \$8,900 in administrative costs. Every two years there is also \$25,000 local match in order to receive the Polk County Housing Trust Fund dollars that help fund the program. Since 2007, the city has invested \$157,750.4 into the program and \$363,476.59 have been invested into a total of 31 Windsor Heights homes. Administration recommends approval of the new 28E.

ATTACHMENTS

1. MetroHIP 28E MIPA 2024 FINAL READY FOR SIGNATURES
2. Resolution No. 2024-56 A Resolution Entering Metro Home Loan 28E

**28E AGREEMENT FOR OPERATION OF THE
METRO HOME IMPROVEMENT PROGRAM**

THIS AGREEMENT made and entered into the ____ day of _____, 2024 by and between the CITY OF ALTOONA (“Altoona”), the CITY OF ANKENY (“Ankeny”), the CITY OF BONDURANT (“Bondurant”), the CITY OF GRIMES (“Grimes”), the CITY OF POLK CITY (“Polk City”), the CITY OF URBANDALE (“Urbandale”), the CITY OF WEST DES MOINES (“West Des Moines”), and the CITY OF WINDSOR HEIGHTS (“Windsor Heights”), each of which to be referred to individually as an “Authority Member” and collectively referred to as “Authority Members”, and the MID IOWA PLANNING ALLIANCE FOR COMMUNITY DEVELOPMENT (“MIPA”).

WHEREAS, the cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines, and Windsor Heights are municipal corporations organized and existing under the laws of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E; and

WHEREAS, MIPA is a private agency as defined in Iowa Code Chapter 28E and is a non-profit corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS, each city is willing to share certain costs for the operation of a Metro Home Improvement Program for housing rehabilitation within their respective communities (hereinafter referred to as “Metro Home Improvement Program”); and

WHEREAS, public agencies may enter into agreements for joint and cooperative action with public or private entities pursuant to Iowa Code Chapter 28E; and

WHEREAS, all cities find that joint and cooperative action will be to their mutual advantage; and

WHEREAS, all cities believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the Metro Home Improvement Program, which agreement

will be to their mutual advantage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines, Windsor Heights, and MIPA that:

1. DEFINITIONS:

- A. PROGRAM: For the purposes of this Agreement, the term “Program” shall mean creation of office facilities for and operation of the Metro Home Improvement Program.
- B. SERVICE AREA: For the purpose of this Agreement, the term “Service Area” shall mean the geographical area within the Authority Members’ combined corporate limits within Polk County as they exist on the effective date of this Agreement and as they may change in the future, as well as the geographical area of new Authority Members that may join the Agreement in the future.
- C. COORDINATING AGENCY: For purposes of this Agreement, the term “Coordinating Agency” shall mean Mid Iowa Planning Alliance for Community Development.

2. MANAGEMENT COMMITTEE:

- A. POWERS. The Agreement shall be administered by the Management Committee, which, except where this Agreement delegates or reserves powers to one or all cities, or to an Authority Member, shall make the managerial decisions necessary to accomplish the purposes of this Agreement. In addition to powers thus implied, the Management Committee shall by means of the budget procedures provided in paragraph B below, recommend to each Council the initial levels of staffing and equipping of the Program and future staffing, equipment, and budget.

The Management Committee shall establish written policies pertaining to the operational procedures of the Program. Mid-Iowa Planning Alliance shall be responsible for daily operational decisions.

- B. BUDGET. Except for the initial year of operation, annually, at least 120 days prior to date City budgets are required to be filed with the County Auditor, the Coordinating Agency shall deliver to the City Manager/City Administrator of each Member for their review and approval a proposed Budget for the next fiscal year which shall be subject to the approval of the respective Authority Member City Councils. In the event the proposed Budget is not approved by all Authority Member City Councils, the Authority Members' Budget for the current year, adjusted for inflation (Consumer Price Index for the U.S. average for all Midwest urban consumers) shall remain in effect until approval of the new Budget is given by all Authority Members' councils. The Budget may be amended with the approval of all Authority Members' councils.
- C. COMPOSITION. The Management Committee shall consist of one (1) representative from each Authority Member. Each Authority Member may designate alternate representative(s) to serve in the absence of Management Committee members.
- D. MEETINGS. The Management Committee shall meet at least once each calendar year and at such other times as it deems necessary. A special meeting may be called by the Coordinating Agency or any three (3) representatives of the Committee. At any meeting, each representative shall have one (1) vote. A quorum shall consist of a number equal to fifty percent (50%) of the total Management Committee's voting representatives plus one (1). Except as

otherwise provided herein, decisions of the Management Committee shall be made by a majority vote of the Committee representatives present constituting a quorum. Minutes of all meetings shall be taken by the Coordinating Agency who shall cause all minutes to be forwarded to the representative of Authority Member. Because the Management Committee and the Sub-Committees thereof are created by Authority Member City Councils, and make budget and other recommendations, the Management Committee and Sub-Committees thereof shall be deemed to constitute governmental bodies subject to the open meetings and open records law of Iowa, to wit: Chapters 21 and 22, Code of Iowa.

- E. **PROFESSIONAL SERVICES:** The Management Committee shall have authority within the appropriate budget to engage legal and other professional services as may be necessary.
- F. **SUB-COMMITTEES:** The Management Committee may establish any sub-committees it feels are necessary to operate the Program.

3. **COORDINATING AGENCY:** MIPA shall be the Coordinating Agency for the Program and hereby consents to such designation. Authority Members agree that:

- A. The Coordinating Agency shall act as the contracting authority for the Management Committee and will advertise for and hold the letting of all bids required of this Project.
- B. Subject to review by the Management Committee, the Coordinating Agency shall employ all regular and probationary employees needed for the operation of the Program to carry out the purposes of this Agreement.
- C. The Coordinating Agency shall have custody of and maintain all books and records of the Project on behalf of the individual Authority Members. Authority

Members shall have the right, at any time upon reasonable notice, to review and inspect the books and records of the Project. The books and records of the Project shall be deemed to be the books and records of Authority Members individually with undivided ownership interests in proportion to their respective contributions to the Authority Member Budget plus original documented contributed capital, and neither the Authority Member nor the Coordinating Agency shall be deemed to possess an ownership interest by virtue of custody or the obligation to maintain said books and records.

- D. Pursuant to policies and procedures adopted by the Management Committee and the Authority Member's adopted budget, the Coordinating Agency shall, through its accounts payable system, pay all bills of the Metro Home Improvement Program.

4. PROGRAM COSTS:

- A. **OPERATING COSTS:** Annual operating costs shall include but not be limited to personnel, office equipment and supplies, computer and software, conferences and training, travel and meeting expenses, financial audits, and such other costs as may be determined by the Management Committee.
- B. **GRANT FUNDS:** Any grant funds received for the Program shall be jointly shared by all communities. During each year this Agreement is in place, each Authority Member will contribute one eighth (1/8) of the cost to administer the program. It is anticipated that all Authority Members will expend an equal allocation of grant funds and contribute a corresponding equal share to cover program costs. Semi-annually during the pendency of this Agreement, the Program Administrator will prepare a percentage comparison of the grant funds

allocated to each of the Authority Members. If such analysis determines that any Authority Member is not utilizing its full share of grant funds; that Member may then elect to relinquish a portion of their funds to any of the other members per the direction of the Management Committee. In turn, that Member's cost assessment will be reduced and the receiving Members cost assessment will be increased by a percentage equal to the amount transferred.

- C. **INSPECTION COSTS:** Any cost incurred by any City in the preparation of work write-ups and inspection of work performed shall be the cost of each respective City.

5. DIVISION OF ANNUAL OPERATING COSTS: Each party to the Agreement shall annually budget for operating costs. Each City will remit payment to MIPA on an annual basis its share of annual operating costs; each cities' share being equal to the total operating cost divided by eight (8). Any difference between actual and budgeted expenditures shall be an adjustment to the following year's payment of costs on a pro-rata basis based on the percentage of actual dwelling units assisted in each City.

6. INDEMNIFICATION: Each party agrees to indemnify and to hold the other parties, their elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the other party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein (including, but not limited to, any fiscal obligations herein), or b) by reason of the torts of the indemnifying party. This Agreement shall not extend the liability of any Authority Member or MIPA and each Authority Member, MIPA, and the Management Committee are authorized to insure any and all liabilities which may be

incurred as

a result of this Agreement or operations under it and where appropriate to accept insurance in lieu of other indemnification.

7. **AGREEMENT – METHOD OF APPROVAL:** The parties hereto approve this Agreement by Resolution, which Resolution shall authorize the respective Mayors to execute this Agreement.

8. **AGREEMENT – FILING WITH SECRETARY OF STATE:** When this Agreement has been approved by the parties hereto, this Agreement shall be electronically filed with the Secretary of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

9. **AGREEMENT – EFFECTIVE DATE:** This Agreement shall become effective on October 1, 2024.

10. **AGREEMENT – SUBJECT TO GRANT FUNDING:** The terms of this Agreement are predicated and conditioned upon the ability of MIPA to obtain grant funding for the Program. Should this method of financing be unavailable or unacceptable, MIPA may so notify the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights and this Agreement shall be null and void.

11. **DURATION AND TERMINATION:** This Agreement shall be effective from the date herein provided until terminated as herein provided. An Authority Member wishing to terminate participation must give one-year advanced notice to all other members not later than December 31st of any given year. Otherwise, this Agreement shall continue until terminated by mutual agreement of the Authority Members.

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

A. Notices to Altoona shall be addressed: City Administrator, City of Altoona, P. O.

Box 338, Altoona, IA 50009

- B. Notices to Ankeny shall be addressed: City Manager, City of Ankeny, 410 W. 1st Street, Ankeny, IA 50023
- C. Notices to Bondurant shall be addressed: City Administrator, City of Bondurant, P.O. Box 37, Bondurant, IA 50035
- D. Notices to Grimes shall be addressed: City Administrator, City of Grimes, 101 N. E. Harvey Street, Grimes, IA 50111
- E. Notices to Polk City shall be addressed: City Administrator, City of Polk City, P.O. Box 426, Polk City, Iowa 50226
- F. Notices to Urbandale shall be addressed: City Manager, City of Urbandale, 3600 86th Street, Urbandale, Iowa 50322
- G. Notices to West Des Moines shall be addressed: City Manager, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
- H. Notices to Windsor Heights shall be addressed: City Administrator, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, IA 50324
- I. Notices to Mid Iowa Planning Alliance for Community Development shall be addressed: 939 Office Park Road, Suite 306, West Des Moines, IA 50265
- J. If during the term of this Agreement any City shall change the address of its City Hall or seat of municipal government, it shall notify the others of said new address and the new address shall be by mutual agreement substituted for the address herein provided.

13. **ARBITRATION:** Should the parties be unable to agree upon the allocation of costs among them, or should any other dispute arise concerning the interpretation or operation of this Agreement which the parties are unable to resolve, then any such dispute may be

submitted to non-binding arbitration by an arbitrator mutually agreeable to the parties; or, in the absence of such agreement, to an arbitrator chosen by the Chief Judge of the Fifth Judicial District of the State of Iowa. In addition to any other remedies available under applicable law, the parties shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

14. GOVERNING LAW; JURISDICTION: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Lawsuits brought by any Party in connection with this Agreement shall be heard and tried in Polk County District Court, Des Moines, Iowa.

15. MODIFICATION OF THE AGREEMENT AND ADDITIONAL MEMBERS: Modifications to this Agreement shall require the approval by resolution of all Authority Members' City Councils at the time of the proposed modification. If a new community desires to join this Agreement, all Authority Members and MIPA must agree to the additional community. Upon approval, an Amendment shall be prepared and is not effective until approved as stated in provision 7 of this Agreement.

16. SIGNATURE PAGES: Each Participating Community and MIPA approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize West Des Moines to assemble the signature pages and append same to copies of this Agreement, and to electronically file the Agreement with the Secretary of State.

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

CITY OF ALTOONA

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Altoona, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF ANKENY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Ankeny, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF BONDURANT

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Bondurant, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF GRIMES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Grimes, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF POLK CITY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Polk City, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF URBANDALE

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Urbandale, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WEST DES MOINES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of West Des Moines, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WINDSOR HEIGHTS

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

Mid Iowa Planning Alliance for Community Development

By: _____
_____, _____
Name Title

STATE OF IOWA)
)ss:
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____,
2024, by _____ as _____ of Mid Iowa Planning Alliance for Community Development.

Notary Public

RESOLUTION NO. 2024-57

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
28E AGREEMENT BETWEEN THE CITIES OF ALTOONA, ANKENY,
BONDURANT, GRIMES, POLK CITY, URBANDALE, WEST DES MOINES,
WINDSOR HEIGHTS AND THE MID IOWA PLANNING ALLIANCE FOR
COMMUNITY DEVELOPMENT**

WHEREAS, the cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights (“Cities”) and the Mid Iowa Planning Alliance for Community Development (“MIPA”) desire to enter into a new agreement under the provisions of Chapter 28E of the Code of Iowa, wherein MIPA will administer the Metro Home Improvement Program (“Program”); and

WHEREAS, the 28E Agreement defines the responsibilities and financial obligations of the parties in order to provide the Program; and

WHEREAS, under Chapter 28E of the Code of Iowa, Windsor Heights agrees to formalize its responsibilities by entering into a 28E Agreement with the above Cities and the MIPA; and

WHEREAS, it is in the best interests of the community to continue to support this Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEST DES MOINES, IOWA

1. The 28E Agreement for the Program between the Cities and MIPA is hereby approved.
2. The Mayor is authorized to sign the 28E Agreement for the Program and the City Clerk is directed to attest to the Mayor’s signature on the 28E Agreement
3. The 28E Agreement is authorized to be filed in the office of the Iowa Secretary of State and all things necessary to place said 28E Agreement in full force and effect in accordance with Chapter 28E, Code of Iowa.

PASSED AND ADOPTED on September 16, 2024

Mike Jone, Mayor

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 16, 2024 by the following vote:

ATTEST:

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**

September 16, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Resolution No. 2024-59 - A Resolution Authorizing City Administration To Negotiate an Agreement With Walnut Creek Watershed Authority

GENERAL INFORMATION

Background

The City of Windsor Heights previously contracted with JEO to complete a [Flood Reduction and Resiliency Plan](#). The plan explored a number of potential programmatic, non-structural and structural improvements to decrease flood risks to Windsor Heights Residents. Among ideas for addressing flood issues was the creation of regional flood storage. The former Public Works Director worked with colleagues within the watershed on potential regional detention projects but thus far none have come to fruition.

The Walnut Creek Watershed Authority is currently drafting a 5 year action plan for the water shed as an update to the [2016 Walnut Creek Watershed Master Plan](#). Administration has advocated strongly for this action plan to contain defined regional detention projects and mechanisms to fund these regional projects within the five-year timeframe.

Summary

There are limited opportunities to create substantial water storage detention within Windsor Heights. Mayor Mike Jones and Administration have discussed some detention opportunities in Windsor Heights and BMI conducted some preliminary analysis of ideas that showed examined areas provided a limited benefit. The detention basin adjacent to The Windsor is one opportunity for regional detention but additional projects are desirable. Since Windsor Heights is situated at the bottom of the Walnut Creek Watershed, regional projects upstream provide the best opportunities to create substantial regional detention and to reduce flood risk for Windsor Heights residents.

Given the limited largescale detention opportunities in Windsor Heights, Administration proposes allocating up to 5% of City storm water fees on a quarterly basis to the Walnut Creek Water Shed to fund regional projects, such as [projects](#) currently being explored in Clive. The City of Windsor Heights current storm water fee per ERU is \$9, this was increased from \$5.5 July 1st, 2024. Storm water fees are now expected to generate approximately \$600,000 annually. 5% of these fees would equate to \$30,000 annually. By making this funding commitment to regional projects, Administration hopes other municipalities in the Walnut Creek Water Shed will consider similar commitments in the future. Regional detention is likely to become increasingly important in light of SF455's impact to City's abilities to require sufficient onsite detention for development. In speaking with legal counsel about this potential agreement, consideration will be given to audit requirements, early termination clauses and media acknowledgement for use of Windsor Heights funds.

ATTACHMENTS

1. Resolution No. 2024-59 Walnut Creek Watershed Authority Agreement

RESOLUTION NO. 2024-59

A Resolution Authorizing City Administration To Negotiate an Agreement With Walnut Creek Watershed Authority

WHEREAS, the City of Windsor Heights is a member of the Walnut Creek Watershed Management Authority and a participant in the Walnut Creek Watershed Masterplan developed to address environmental concerns seen throughout the watershed and in the creek.

WHEREAS, The City Of Windsor Heights is impacted by storm water management practices upstream and the City has limited opportunities to increase storm water storage capacity within City limits therefore reducing flood risks within Windsor Heights.

WHEREAS, the Walnut Creek Watershed Authority is preparing a 5 year action plan for watershed projects including regional funded projects that would help increase storm water storage and improve water quality in the watershed.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, that the City Council authorizes the City Administrator to negotiate an agreement with Walnut Creek Watershed Management Authority in which the City will contribute up to 5% of quarterly storm water receipts in order to fund regional storm water projects beneficial to the residents of Windsor Heights. The duration of such an agreement shall be limited to ten years.

Passed and approved this 16th day of September, 2024.

Mike Jones, Mayor

ATTEST:

Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

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

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 16th day of September 2024.

1st Reading: August 5, 2024

2nd Reading: August 19, 2024

3rd Reading: September 16, 2024

Publish Date:

Mike Jones, Mayor

(SEAL)

ATTEST:

Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Trey Rouse

SUBJECT: Consideration of the 1st Reading of Ordinance No. 2024-07 - An Ordinance Amending Chapter 175, Revising Subsection 175.05 To 175.09-04, Of The Code Of Ordinances For The City Of Windsor Heights, With Regard To Design Elements For On-Premises Signs

GENERAL INFORMATION

ATTACHMENTS

1. 9.16.24 Permanent Signage Code Update Staff Report
2. 24.07 Design Elements On Premise Signage Update

STAFF REPORT

Date: September 16th, 2024
To: Windsor Heights City Council
From: Trey Rouse
Subject: Permanent Signage Code Update

Summary

The Signage Code of the City of Windsor Heights has been updated at various times to accommodate new situations, developments, and issues that arise in the community. When these situations arise, a review is done to make sure that the Signage Code doesn't restrict residents and business owners to an extreme degree, that the code meets state and federal laws, and supports the vision created by the Comprehensive Plan. The update to the Signage Code within this Staff Report has been determined to benefit the residents and business owners of the community, our review staff, and allow for flexibility where needed.

The changes that will be seen and listed within this Staff Report were determined to be necessary by City Staff after reviewing the current Permanent Signage Code and reviewing the signage issues being brought forward. The various changes are to make sure that the Permanent Signage Code supports businesses and allows for said businesses to promote their services effectively.

Current Issues with Permanent Signage Code

The current signage code issues stem from the enforcement and clarity for signs within the Community Commercial (CC) and Urban Center (UC) Zoning Districts. The current maximums and determination for signs isn't effective for these districts as it overly restricts signage for businesses based upon lot/parcels within the Zoning Districts.

The maximum signage square footage within these districts is shown as 150 sq. ft. per parcel and can be seen within Table 175.09-03 and Table 175.09-04. The first table shows the maximum total square feet per parcel within the specific zoning district, the second then goes to show a further breakdown based upon detached and attached signage. Each of these doesn't seem to limit signage greatly at first glance, but when looking at businesses within the CC and UC zoning districts there are limiting factors.

Table 175.09-03

Zoning district	Maximum total square feet
R-1, R-2	8
R-3	32
MH	48
CC, UC	150
LI	200

Table 175.09-04

Zoning District:	R-1 R-2	R-3 MH	CC UC	LI
Detached Signs				
Number Permitted Per Premises	1	1	NA	NA
Maximum Size* (square feet)	8	32	90	90
Maximum Height (feet) of Structure Above Ground	10	10	10	10
Front Yard Setback (feet)	5	5	10	10
Side Yard Setback (feet)	10	10	5	0
Attached Signs				
Maximum Size* (square feet)	8	32	150	200
* For those uses only permitted a sufficient maximum sign area in Table 175-3				

These current maximums and requirements create issues with businesses/properties that are leased and exist on the same parcel as other businesses. The code as it stands then limits each of the businesses to a combined total of 150 sq. ft. of signage, no matter the number of businesses on the parcel. This creates an issue of not only limiting several businesses to a lower signage size, but also limits some businesses getting signage at all if other businesses utilize the entirety of the allowed 150 sq. ft. Issues such as these arise within strip malls and other similar developments.

After careful review of the signage code, City Staff has determined several changes that can be made to rectify this issue and clarify allowed signage for the CC and UC zoning districts.

Changes Made to Permanent Signage Code

Changes made to the Permanent Signage Code by section were as follows:

1. 175.05(2)(g) added the following general regulation, “Where allowable sign areas are determined by a building’s frontage, the allowable sign area shall not be transferrable to other building frontages.”
 - a. Meaning: When a sign is allowed based upon the calculation of a building frontage, the remaining square footage not used for signage is not transferrable to other structures/buildings/businesses surrounding this one.
2. 175.05(5) another section was added for Detached Sign regulations, “Detached Signs. Detached signs are subject to the following general regulations. Where the maximum number of detached signs is determined by building frontage and if a parcel/building fronts on multiple streets, the allowable detached signs shall not be transferrable across building frontages.”
 - a. Meaning: When the maximum number of signs is determined by building frontage, both building frontages can’t be used or transferred for this calculation. Only the primary building frontage can be used to determine the maximum number of signs allowed.
3. 175.08(4) added a section to define Building Frontage, “Building Frontage: Building frontage is measures as the linear dimension of the building line or parallel to a to a

public street, private way, or court. For walls angled out of parallel to a public street, private way, or court, a projected parallel line shall be used.”

- a. Meaning: The linear feet that a building or business has along its primary street frontage that the building faces. In the case of unique building shape and walls that are angled, create a parallel line to calculate a linear length.

4. Edit Table 175.09-03 to remove maximum on CC, UC Zoning Districts.

- a. Meaning: Removed the limiting factor and main point of issue with the CC and UC zoning district sign maximum square footage.

Zoning district	Maximum total square feet
R-1, R-2	8
R-3	32
MH	48
CC, UC	N/A
LI	200

5. Edit Table 175.09-03 to include new maximums and determinations for CC and UC zoning districts. Add a footnote to table for further defining of square footage to linear foot ratio.

- a. Meaning: Update the table to reflect the flexibility that should be allowed to each business entity instead of by lot and parcel within the CC and UC zoning districts. Update the maximums for number of signs and sign size to be based upon linear building frontage.

Zoning District:	R-1 R-2	R-3 MH	CC UC	LI
Detached Signs				
Number Permitted Per Premises	1	1	NA	NA
Number Permitted Per Building Frontage	N/A	N/A	1/250 LF of building frontage	N/A
Maximum Size* (square feet)	8	32	Lesser of 90 sq. ft. or 1 sq. ft. per linear foot of building frontage	90
Maximum Height (feet) of Structure Above Ground	10	10	10	10
Front Yard Setback (feet)	5	5	10	10
Side Yard Setback (feet)	10	10	5	0
Attached Signs				
Maximum Size* (square feet)	8	32	N/A	200
Maximum Size ¹ (SF/LF of 1 st floor building frontage)	N/A	N/A	1/1	N/A
Maximum Size ¹ (SF/LF of 2 nd floor building frontage)	N/A	N/A	1/1	N/A
* For those uses only permitted a sufficient maximum sign area in Table 175-3 Note 1: Maximum size (square footage) of sign is determined by linear feet of the building frontage for attached signs. This is calculated for each floor of the building separately.				

These outlined changes are to make sure that the intent to make permanent signage are clear, concise, and appropriate for the various types of development that can be found within the community. All updates to definitions, descriptions, and tables were considered to be necessary for this flexibility and clarification.

Conclusion and Recommendation

After reviewing all of the documentation available and discussing, City Staff compared the changes proposed to the current Permanent Signage Code to how the code exists today. After review and comparison, Staff came to their recommendation.

The staff recommends approval and adoption of the updates to the Permanent Signage Code narrative for the City of Windsor Heights to the City Council.

Recommended Motion

Motion to approve and adopt the updated Permanent Signage Code narrative for the City of Windsor Heights.

Attachments:

1. Windsor Heights Permanent Signage Code (Current)
2. Windsor Heights Permanent Signage Code (Proposed)

ORDINANCE NO. 2024-07

AN ORDINANCE AMENDING CHAPTER 175, REVISING SUBSECTION 175.05 TO 175.09-04, OF THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, WITH REGARD TO DESIGN ELEMENTS FOR ON-PREMISES SIGNS

WHEREAS, the City of Windsor Heights seeks to protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents and business owners; and

WHEREAS, the City Council deems it necessary to adopt this ordinance to benefit the residents and business owners of the community, our review staff, and allow for flexibility where needed; and

WHEREAS, the City Council of the City of Windsor Heights do hereby find and declare that the revisions to the design elements for on-premises signs ordinance are necessary and will protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents and business owners.

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 175, Section 175.05 to 175.09-04, of the City Code to support businesses and allows for said businesses to promote their services effectively.

SECTION 2. Revised. Revised Chapter 175, Section 175.05 to 175.09-04, as follows:

175.05 BASIC DESIGN ELEMENTS FOR ON-PREMISES SIGNS.

1. Professional Design and Construction. All signs must be designed and constructed by an individual or company pre-approved by the City and familiar with the City's sign ordinance. The proposed individual or company shall be designated on the applicant's sign permit and approved by the City in advance of sign construction.
2. Wall Signs and Graphics. Wall signs and graphics are subject to the following general regulations.
 - a. A wall sign shall not extend more than 12 inches from the wall to which it is attached.
 - b. A wall sign must be parallel to the wall to which it is attached.
 - c. A wall sign may not extend beyond the corner of the wall to which it is attached, except where attached to another wall sign, it may extend to provide for the attachment.
 - d. A wall sign may not extend beyond its building's roofline.
 - e. A wall sign attached to a building on its front property line may encroach upon public right-of-way by no more than 12 inches. Such a wall sign shall provide a minimum clearance of eight feet, six inches.
 - f. For the purpose of calculating permitted sign areas pursuant to this chapter, signs painted on the walls of buildings shall be considered wall signs.

- g. Where allowable sign areas are determined by a building's frontage, the allowable sign area shall not be transferrable to other building frontages.
 - h. Where permitted, canopy signs are counted as wall signs when calculating the total permitted sign area.
- 3. Projecting Signs and Graphics. Projecting signs and graphics are subject to the following general regulations.
 - a. The maximum projection of any projecting sign shall be three feet.
 - b. A projecting sign may be no closer than two feet from the vertical plane of the inside curb line.
 - c. Each projecting sign must maintain at least the following vertical clearances:
 - A. 8 feet, 6 inches over sidewalks, except that a canopy may reduce its vertical clearance to 7 feet, 6 inches;
 - B. 14 feet over parking lots;
 - C. 18 feet over alleys or driveways;
 - D. Unless noted above, no projecting sign shall be placed over a roadway.
 - d. No projecting sign extending three feet from a property line may be located within 22 feet of any other projecting sign extending three feet from a property line.
 - e. The support structure for projecting signs cannot be visible.
- 4. Roof Signs. Roof signs are subject to the following regulations:
 - a. Where permitted, integral roof signs may be used interchangeably with wall signs.
 - b. Above peak roof signs are prohibited.
- 5. Detached Signs. Detached signs are subject to the following general regulations.
 - a. Where the maximum number and area of detached signs is determined by building frontage and if a parcel/ building fronts on multiple streets, the allowable number and size of detached signs shall not be transferrable across building frontages.

175.08 SIGN AREA.

- 1. Maximum Permitted Sign Area. Maximum permitted sign area for a premises is set forth as a numerical limit and is the combined total of all signs on the premise.
- 2. Sign Area.
 - a. Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, excluding any structure essential for support or service of the sign, or architectural elements of the building.
 - b. The area of double-faced signs is calculated on the largest face only.
 - c. The sign area for ground signs, monument signs, and architectural sign bands is calculated as the area enclosing the extreme limits of the copy only.
 - d. In the case of individual letters mounted to a wall, the total area in a simple shape such as a rectangle around the letters will be calculated.
- 2. Height. The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or sign structure.
- 3. Setback. The setback of a sign is measured from the property line to the supporting frame, mast, pole, or base of the sign.
- 4. Building Frontage: Building frontage is measured as the linear dimension of the building line or parallel to a public street, private way, or court. For walls angled out of parallel to a public street, private way, or court a projected parallel line shall be used.

Table 175.09-03 - Permitted Signs by Maximum Permitted Area and District

The Maximum Permitted Area for all signs on a premises, excluding exempt signs:

Zoning district	Maximum total square feet
R-1, R-2	8
R-3	32
MH	48
CC, UC	N/A
LI	200

Table 175.09-04 – Permitted Signs by Numbers, Dimensions, and Locations

Each individual sign shall comply with the regulations for maximum quantity, maximum size, minimum setbacks, and height limits shown in this table:

Zoning District:	R-1 R-2	R-3 MH	CC UC	LI
Detached Signs				
Number Permitted Per Premises	1	1	N/A	NA
Number Permitted Per Building Frontage	N/A	N/A	1/250 LF of building frontage (minimum of 1)	N/A
Maximum Size* (square feet)	8	32	Lesser of 90 sq. ft. or 1 sq. ft. per linear foot of building frontage	90
Maximum Height (feet) of Structure Above Ground	10	10	10	10
Front Yard Setback (feet)	5	5	10	10
Side Yard Setback (feet)	10	10	5	0
Attached Signs				
Maximum Size* (square feet)	8	32	N/A	200
Maximum Size ¹ (SF/LF of 1 st floor building frontage)	N/A	N/A	1/1	N/A
Maximum Size ¹ (SF/LF of 2 nd floor building frontage)	N/A	N/A	1/1	N/A
* For those uses only permitted a sufficient maximum sign area in Table 175-3 Note 1: Maximum size (square footage) of sign is determined by linear feet of the building frontage for attached signs. This is calculated for each floor of the building separately.				

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: September 16, 2024

2nd Reading:

3rd Reading:

Publish Date:

Mike Jones, Mayor

(SEAL)

ATTEST:

Adam Strait, City Clerk



**STAFF REPORT
CITY COUNCIL**

September 16, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of the 1st Reading of Ordinance No. 2024-08 - An Ordinance Amending Chapters 153 And 175, Revising Subsection 175.02 To 175.03, Of The Code Of Ordinances For The City Of Windsor Heights, With Regard To Design Elements For On-Premises Signs

GENERAL INFORMATION

Background

Over the past few years, temporary signage has propagated both on ROW and on private property. To help address this issue, Administration is proposing consolidation of Chapter 153 into Chapter 175 to reduce confusion and conflicting language regarding temporary sign rules and regulations. Currently, both chapters contain information on temporary signage. Chapter 153 language would be removed and reserved for future use with a reference to Chapter 175. Chapter 175.02 and 175.03 would be updated as proposed to reflect comprehensive requirements for temporary signage.

Summary

Per August 19th City Council direction, the proposed Ordinance revision allows limited temporary signage in commercial districts without a permitting requirement, to allow for a business-friendly climate and ease of promoting business. The revised ordinance also provides a process to permit additional temporary signs on a limited basis. No changes to temporary sign allowances or requirements to residential areas are proposed. Temporary signs within the ROW, outside of official city business remain prohibited.

Under the proposed Ordinance, commercial businesses are allowed, without a permit requirement, one up to eight square foot temporary sign for the first 1,000 sq. ft. of commercial space and an additional temporary sign for each additional 3,000 square of interior commercial/general service/retail/customer service space owned or exclusively leased by the business. Temporary signs must not create any disruptions or visibility issues. A maximum of

five temporary signs are allowed under this permit exemption. A business may apply for a temporary sign permit to exceed the exempted number of allowed signs up to a maximum of ten signs for special events, grand openings or other infrequent occurrences. Temporary sign permits are valid for 60 days.

Business Examples: Scooters is 600 sq. ft. and would not be allowed any exempted signs. Flowerama is approximately 1,300 sq. ft. and would be allowed one exempt temporary sign. Hy-Vee is 68,000 sq. ft. and would be allowed the maximum five exempted signs. Any of these business could apply for a temporary (60 day) sign permit for up to a total of ten signs.

ATTACHMENTS

1. 24.08 Design Temporary Sign Update
2. REDLINE CHAPTER 175 TEMPORARY SIGNS

ORDINANCE NO. 2024-08

AN ORDINANCE AMENDING CHAPTERS 153 AND 175, REVISING SUBSECTION 175.02 TO 175.03, OF THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, WITH REGARD TO DESIGN ELEMENTS FOR ON-PREMISES SIGNS

WHEREAS, the City of Windsor Heights seeks to protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents and business owners; and

WHEREAS, the City Council deems it necessary to adopt this ordinance to benefit the residents and business owners of the community and our review staff; and

WHEREAS, the City Council of the City of Windsor Heights do hereby find and declare that the revisions to the temporary signs ordinance are necessary and will protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents and business owners.

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

SECTION 1. Purpose. The purpose of this ordinance is to amend Chapters 153 and 175, Subsections 175.02 to 175.03, of the City Code to support businesses and allows for said businesses to promote their services effectively.

SECTION 2. Revised. Revised Chapters 153 and 175, Subsections 175.02 to 175.03, as follows:

CHAPTER 153 TEMPORARY SIGNS

See Chapter 175

175.02 GENERAL PERMIT PROCEDURES.

Any installation, modification, or expansion of any sign which is not exempt from the provisions of this chapter shall be subject to the following permit procedure.

1. Maintenance of Valid Sign Permit. The owner of a property containing signs requiring a permit under this Zoning Code shall at all times maintain in force a sign permit for such property. Sign permits may be issued for individual zoned lots, tenants, or sign owners. A sign permit may be revoked if the sign is not maintained in good condition.

2. Any person who displays a sign in compliance with this code may substitute the message on that sign without first securing any additional approval, permitting, or notice, provided that any such substitution would not result in the sign becoming noncompliant.

3. Nothing in this code is intended or shall be construed so as to prevent the strengthening or restoration to a safe condition of a nonconforming sign for purposes of public health and safety.

4. Sign Permit Applications. All applications for sign permits shall be submitted to the Zoning Administrator in accordance with application specifications established by the ordinance and as otherwise determined by the Zoning Administrator.

5. Application Fees. Each application for a sign permit shall be accompanied by any applicable fees, which shall be established by the Council from time to time by resolution.

6. Permit Expiration. If a permanent sign is not constructed in accordance with an approved permit within six months of the date of approval, such permit shall lapse. Permits on non-permanent signs lapse in accordance with the timeline identified on the permit. After 60 days, permits are required to maintain temporary signs.

7. Assignment of Sign Permits. A current and valid sign permit shall be freely assignable to a successor as owner of the property or holder of a business license for the same premises.

8. Temporary Sign Permit Approval. Temporary signs beyond those exempted under 175.03 for purposes of special events, grand openings, or other infrequent occurrences may be approved by the Zoning Administrator subject to the signs not being unsightly, obstructing view, or creating other issues and/or nuisances to a passersby.

175.03 EXEMPT SIGNS

The following signs are permitted in any zoning district and are exempt from other provisions of this chapter.

1) Temporary Non-Commercial Signs (R-1, R-2, R-3 and MH Zoning Districts)

- a) Up to three temporary or non-temporary signs on R-1, R-2, or R-3 zoned lots and parcels that are smaller than 4 square feet in area and not placed in the public right-of-way. These signs include, with regard to the size requirements previously stated, but are not limited to:
 - i) Garage Sale Signs
 - ii) Window Signs
 - iii) On-site real estate signs pertaining to the sale, rental, or development of the property it resides on
- b) Up to one temporary sign on R-1, R-2, or R-3 zoned lots and parcels that are smaller than 8 square feet in area and not placed in the public right-of-way.

2) Temporary Commercial Signs (UC, CC, LI Zoning Districts)

- a) Up to one temporary sign less than 8 square feet in area can be located in non-exclusive residential districts (UC, CC, LI Districts) for the first 1,000 sq. ft. of interior commercial/general service/retail/customer service space and one additional sign for each 3,000 sq. ft. thereafter. The interior space must be owned or exclusively leased by the business. The sign(s) cannot create any disruptions or visibility issues. A maximum of five temporary signs for each business or tenant can be exempt from permitting under this provision. Additional temporary signs up to a maximum of ten may be applied for through a temporary sign permit.
 - i) Signs shall not be placed in the public right-of-way.
 - ii) Temporary commercial wall and window signs must not cover more than 8 square feet or 20% of the commercial building façade (whichever is the smaller value) and no more than 50% of the window that a window sign is displayed in.

3) Other Temporary Signs

- a) Official signs authorized by a government or governmental subdivision, which give traffic, directional, or warning information, or other official information.
- b) Neighborhood or subdivision identification signs under 50 square feet.
- c) Street numbers or address signs that identify the address of a lot, structure, or establishment.
- d) Signs which are not visible from a public right-of-way, private way, or court or from a property other than that on which the sign is installed, such as window signs.
- e) Temporary emergency or special situation signs that the city may approve the construction of that is not specifically defined in this subchapter if a valid need is shown to exist by virtue of an emergency or special situation. The duration, location, size, and other conditions regarding the sign shall be established by the city at the time of the emergency or special situation.

4) Signs in Right-of-Way

Any sign installed or placed on public property or in the City right-of-way shall be subject to confiscation by city staff. In addition to other remedies in the municipal code, the City shall have the right to recover from the property owner the full costs of removal and disposal of such sign.

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: September 16, 2024

2nd Reading:

3rd Reading:

Publish Date:

Mike Jones, Mayor

(SEAL)

ATTEST:

Adam Strait, City Clerk

CHAPTER 153 TEMPORARY SIGNS

See Chapter 175

175.02 GENERAL PERMIT PROCEDURES.

Any installation, modification, or expansion of any sign which is not exempt from the provisions of this chapter shall be subject to the following permit procedure.

1. Maintenance of Valid Sign Permit. The owner of a property containing signs requiring a permit under this Zoning Code shall at all times maintain in force a sign permit for such property. Sign permits may be issued for individual zoned lots, tenants, or sign owners. A sign permit may be revoked if the sign is not maintained in good condition.
2. Any person who displays a sign in compliance with this code may substitute the message on that sign without first securing any additional approval, permitting, or notice, provided that any such substitution would not result in the sign becoming noncompliant.
3. Nothing in this code is intended or shall be construed so as to prevent the strengthening or restoration to a safe condition of a nonconforming sign for purposes of public health and safety.
4. Sign Permit Applications. All applications for sign permits shall be submitted to the Zoning Administrator in accordance with application specifications established by the ordinance- and as otherwise determined by the Zoning Administrator.
5. Application Fees. Each application for a sign permit shall be accompanied by any applicable fees, which shall be established by the Council from time to time by resolution.
6. Permit Expiration. If a permanent sign is not constructed in accordance with an approved permit within six months of the date of approval, such permit shall lapse. Permits on ~~nonpermanent~~ non-permanent signs lapse in accordance with the timeline identified on the permit. After 60 days, permits are required to maintain temporary signs-~~or more than a single temporary sign with a~~ maximum of two renewals.
7. Assignment of Sign Permits. A current and valid sign permit shall be freely assignable to a successor as owner of the property or holder of a business license for the same premises.

405

8. Temporary Sign Permit Approval. Temporary signs beyond those exempted under 175.03 for purposes of special events, grand openings, or other infrequent occurrences may be approved by the Zoning Administrator subject to the signs not being unsightly, obstructing views, or creating other issues and/or nuisances to a passersby.

175.03 EXEMPT SIGNS

The following signs are permitted in any zoning district and are exempt from other provisions of this chapter.

1) 4.-Temporary Non-Commercial Signs (R-1, R-2, R-3 and MH Zoning Districts)

Up to three temporary or non-temporary signs on R-1, R-2, or R-3 zoned lots and parcels that are smaller than 4 square feet in

a) area and not placed in the public right-of-way. These signs include, with regard to the size requirements previously stated, but are not limited to:

i) 2-Garage Sale Signs

ii) Window Signs

iii) On-site real estate signs pertaining to the sale, rental, or development of the property it resides on

b) Up to one temporary sign on R-1, R-2, or R-3 zoned lots and parcels that are smaller than 8 square feet in area and not placed in the public right-of-way.

2) Temporary Commercial Signs (UC, CC, LI Zoning Districts)

a) Up to one temporary sign less than 8 square feet in area can be located in non-exclusive residential districts (UC, CC, LI Districts) for the first 1,000 sq. ft. portion thereof of interior commercial/general service/retail/customer service space and one additional temporary sign less than 8 sq. ft. for each 3,000 sq. ft. of interior space thereafter. The interior space must be owned or exclusively leased by the business. The sign(s) cannot create any disruptions or visibility issues. A maximum of five temporary signs for each business or tenant can be exempt from permitting under this provision. Additional temporary signs beyond the number exempted up to a maximum of ten may be applied for through a temporary sign permit.

i) Signs shall not be placed in the public right-of-way.

ii) Temporary commercial wall and window signs must not cover more than 8 square feet or 20% of the commercial building façade (whichever is the smaller value) and no more than 50% of the window that a window sign is displayed in.

3) Other Temporary Signs

Official signs authorized by a government or governmental subdivision, which give traffic,

a) directional, or warning information, or other official information.

~~3. Temporary signs less than 8 square feet.~~

b) 4-Neighborhood or subdivision identification signs under 50 square feet.

c) 5-Street numbers or address signs that identify the address of a lot, structure, or establishment.

~~6- Signs which are not visible from a public right-of-way, private way, or court or from a~~

d) property other than that on which the sign is installed, such as window signs.

~~7- Sidewalk signs which include two-sided portable signs that are placed on the sidewalk~~

~~outside of an establishment. 1 sign maximum per business and they must not interfere with~~

e) a minimum of 5 feet of sidewalk clearance at all times. Temporary emergency or special situation signs that the city may approve the construction of that is not specifically defined in this subchapter if a valid need is shown to exist by virtue of an emergency or special situation. The duration, location, size, and other conditions regarding the sign shall be established by the city at the time of the emergency or special situation.



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM:

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

GENERAL INFORMATION

ATTACHMENTS

None



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL

FROM: Pete Roth

SUBJECT: Police Chief Report

GENERAL INFORMATION

ATTACHMENTS

1. July & August 2024 Monthly Report

WINDSOR HEIGHTS POLICE DEPARTMENT

July & August 2024
Council Report



Contents

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Work Anniversaries

- Officer Joe Roetman (7/14 - 9 yrs.)
- Officer Andrew Nissen (8/1 - 13 yrs.)
- Lt. Chad Norris (8/27 - 12 yrs.)

Law Enforcement Academy Graduation

Officer Catherine Pleiness completed 16 weeks of basic officer training at the Iowa Law Enforcement Academy (ILEA) located at Camp Dodge in Johnston. She graduated on Friday, August 16. Catherine is glad to be back at the department and began her Field Training with Officer Roetman. Congratulations Officer Pleiness!

Other Events

- After months of preparation and work, the City's computer servers upgrade was completed in August. This project would not have been possible without the help and efforts from City Staff, especially retired Captain Derek Meyer and Lt. Mike Irlbeck.
- Officers assisted Public Works with debris cleanup from several storms that occurred this summer. Thankfully no injuries were reported and traffic delays were kept to a minimum.
- The PD participated in the Windsor Heights Staff Grill-Out on July 19. Thanks for City Administrator Plagge for hosting! ➡
- August means Back to School. Officers conducted daily school patrols and walkthroughs around the City's two elementary schools.
- The new portable radios arrived on August 23. They were issued to officers the following week.

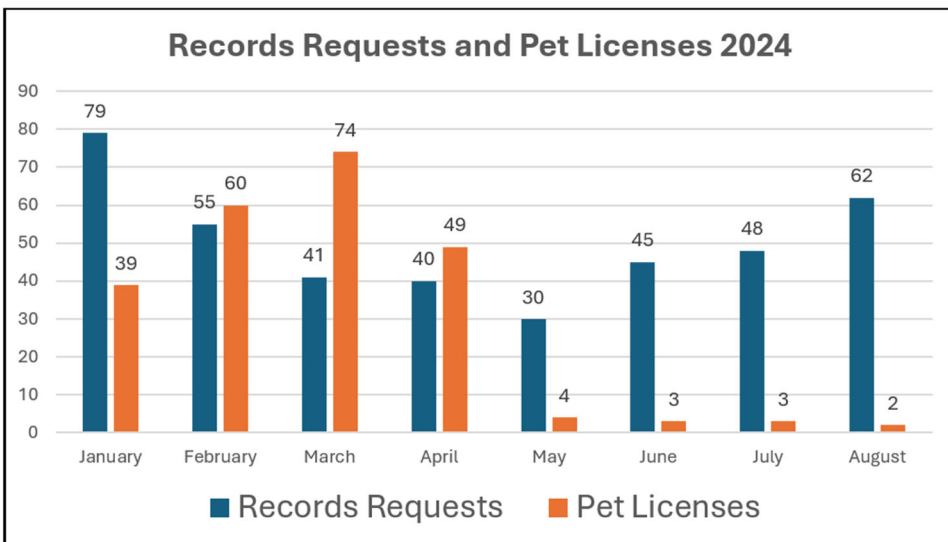
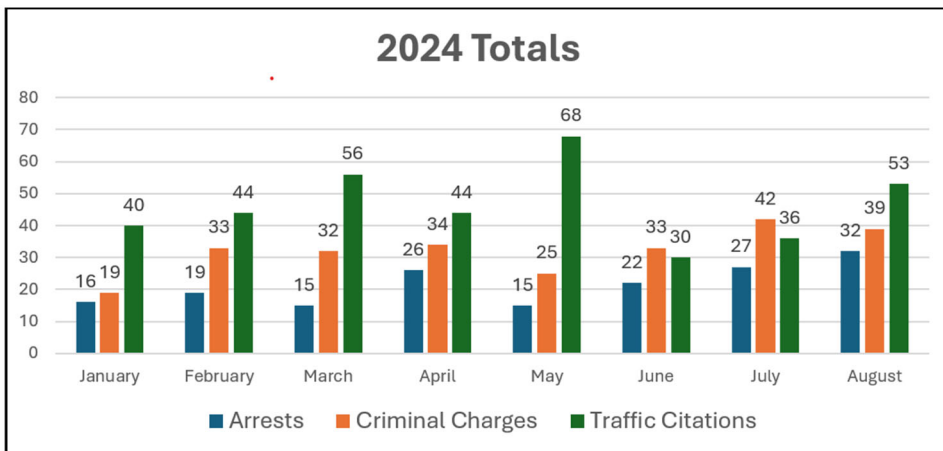
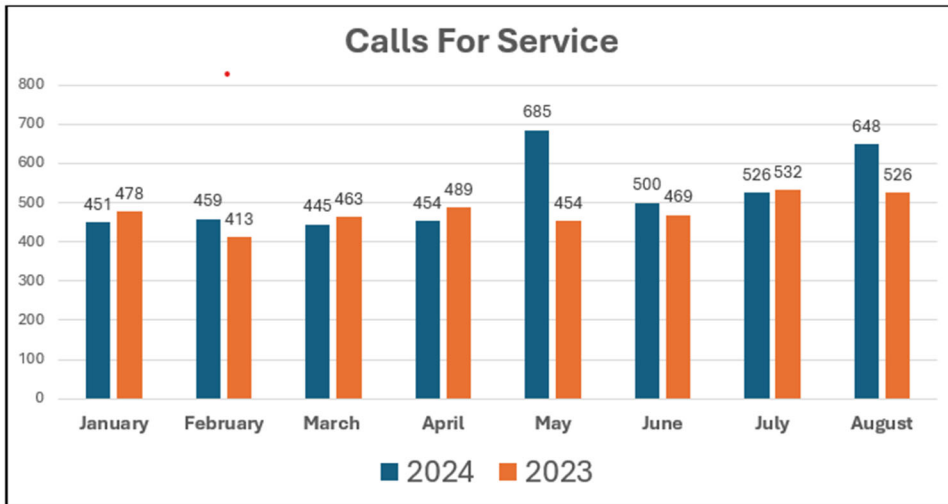


Department Updates

- ⇒ On Sunday, July 10, a vehicle exiting I-235 at 63rd Street lost control and crashed into a fence into of a residence at the corner of 63rd Street and the on-ramp. The vehicle ended up in the backyard. The FD and PD responded. There were no injuries reported. After an investigation was conducted, the driver was charged with OWI. This is one of two daytime OWIs investigated during this period.
- ⇒ On July 14, a motorcycle lost control and wrecked at 63rd and University. Officer Roetman conducted an investigation and the male was later charged with an OWI.
- ⇒ Lt. Irlbeck worked with DMPD detectives in August to identify suspects in a violent crime that occurred in Des Moines.
- ⇒ Administrative Support Clerk (ASC) Breese identified suspects for Urbandale PD and Altoona PD during the week of August 17. Great work Tammy!
- ⇒ During the month of July, several area businesses reported fraudulent practices including the passing of counterfeit bills and unauthorized use of credit cards.
- ⇒ Chief Roth continues to meet with Polk County Emergency Management regarding the Alert Iowa Program with a focus on utilization in Windsor Heights.
- ⇒ The department partnered with Safe+Sound Iowa, a program provided by the Governor's School Safety Bureau and the Iowa Department of Public Safety. This is a program where people can submit school safety concerns anonymously.
- ⇒ Lt. Norris participated in a Special Olympics of Iowa Committee meeting to plan for the next event on August 13.
- ⇒ Lt. Irlbeck attended a meeting with Polk County leadership regarding Victim Services Networking to assist victims of serious crime on August 13.

On July 15th, an EF-1 tornado swept through the Des Moines Metro Area, including Windsor Heights. Fortunately, the department did not receive any news of injuries and damage was contained to mostly tree limbs and power lines. Public Works' crews spent many hours cleaning up debris around the city.





Incidents

July 2024

Calls for Service: 526

Incident Reports: 50

Supplemental Reports: 19

Arrests : 27

Criminal Charges: 42

Traffic Stops: 75

Traffic Citations: 36

Traffic Warnings: 25

Motor Vehicle Collisions: 16

OWI Charges: 1

Records Requests: 48

August 2024

Calls for Service: 648

Incident Reports: 100

Supplemental Reports: 33

Arrests: 32

Criminal Charges: 39

Traffic Stops: 103

Traffic Citations: 53

Traffic Warnings: 52

Motor Vehicle Collisions: 33

OWI Charges: 3

Records Requests: 62

Training Schedule

July-August
2024

**Diverse Communities
and Bias Prevention**

Annual Firearms

FEMA ICS

ASP Baton Instruction

Iowa Caselaw Update

Department Training

- Officers took courses on Diverse Communities, Bias Prevention, Caselaw and Legislative Updates in July and August.
- All officers completed the annual state required firearms training. Special thanks to Instructors Palmer and Bowers and to the Altoona Police Department for the use of their facility.
- Chief Roth attended a training session on Cybersecurity on June 23 at the Polk County EMA EOC. The lecture was presented by the state coordinator for the Cybersecurity and Infrastructure Security Agency (CISA).
- PD employees attended a city staff training on the new employee handbook on July 17 (pictured below). Afterward, the department held a meeting for all PD staff.
- On July 26, Chief Roth and Lts Norris and Irlbeck attended a Supervisor Liability Course presented by the Daigle Law Group. The Daigle organization is renowned nationally for its law enforcement supervisor training. Johnston PD was the host of this class at the Ankeny Library.
- Lt. Irlbeck completed FEMA's ICS 300 Course (Incident Command System) from July 29-31 at the Polk County EOC. This three-day training is designed for personnel to function in a supervisory position during complex incidents. Both Lts Norris and Irlbeck are scheduled for ICS 400 in the near future.
- Lt. Irlbeck and Administrative Support Clerk (ASC) Breese attended a meeting with the other Westcom law enforcement agencies' records personnel. The meeting was with Central Square, the software provider. Updates to the Report Management System (RMS) were discussed.
- On August 29, Lt. Irlbeck and ASC Breese completed an FBI National Incident-Based Reporting System (NIBRS) training.
- Detective Johnson completed his annual re-certification as an ASP Baton instructor on August 1st.



City Staff Handbook Training



**STAFF REPORT
CITY COUNCIL**
September 16, 2024

TO: CITY COUNCIL

FROM: Jim Mease

SUBJECT: Fire Chief Report

GENERAL INFORMATION

ATTACHMENTS

1. 2024 July and August Monthly Report


Windsor Heights Fire Dept.

1133 66th Street
Windsor Heights, Iowa 50324

Office: 515-279-9450
Fax: 515-279-7760

July/August 2024 Monthly Report

Work Areas

1. A Shift

- The crew continues to process and update rental registrations, as well as exploring options to streamline the process.
- Medical supplies and medications ordered as needed

2. B Shift

- Continued work on both the Fire and EMS training programs.
- Scheduled state of the art training simulator for upcoming EMS trainings.

3. C Shift

- FF/EMT Ahrens continued to work on the PPE tracking project and is now pursuing various grant opportunities.
- FF/Paramedic Davis has been busy conducting maintenance on the current fleet.

4. Chief Mease

- Attended multiple meetings with Metro area agencies to include the Polk County Fire Chiefs, Chief Garcia with Clive Fire, Central Iowa EMS Directors, Westcom Sub-Ops Committee.
- Attending calls as needed with all crews to ensure appropriate mitigation.
- Now working with Roe Consulting to complete GEMT work, reducing overall expense to the city.
- Completed Handbook training.

Accomplishments

- The Ambulance Committee is working diligently to ensure we order the appropriate vehicle for the upcoming ambulance replacement.
- All crews conducted multi-company operations live fire training with Clive, Urbandale, and Waukee.
- Crews participated in Nights in the Heights and Movie in the Park events.

DUTY - PRIDE - TRADITION

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



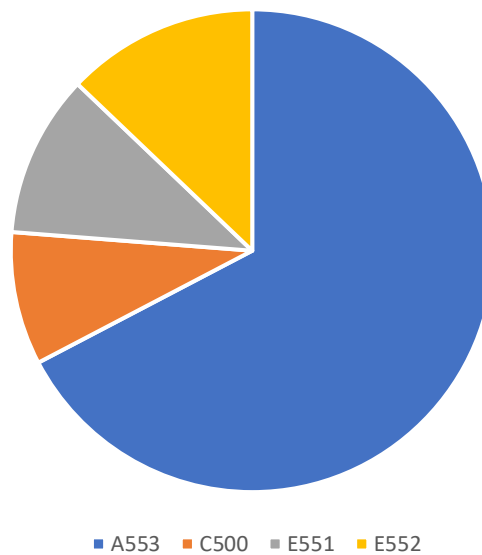
Windsor Heights Fire Dept.

1133 66th Street
Windsor Heights, Iowa 50324

Office: 515-279-9450
Fax: 515-279-7760

- Participated in Back to School Night at Cowles Montessori.
- Assisted with Cowles Montessori Peace Walk

July 101 Total Unit Responses



DUTY - PRIDE - TRADITION

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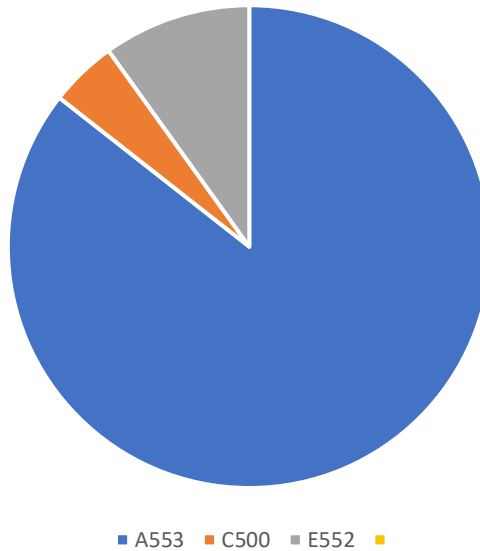


Windsor Heights Fire Dept.

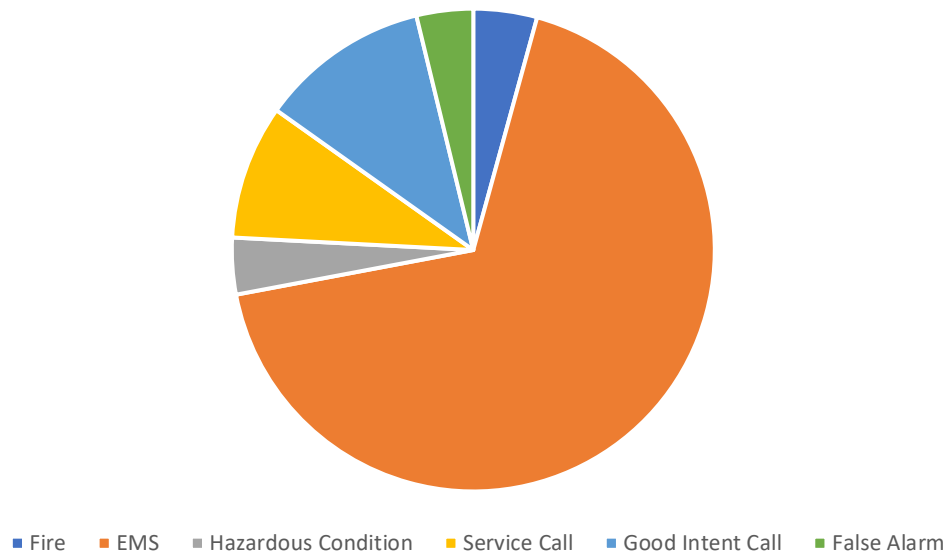
1133 66th Street
Windsor Heights, Iowa 50324

Office: 515-279-9450
Fax: 515-279-7760

August 111 Total Unit Responses



July/August Incident Report By Type



DUTY - PRIDE - TRADITION

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



STAFF REPORT
CITY COUNCIL
September 16, 2024

TO: CITY COUNCIL
FROM: Mike Jones, Mayor

SUBJECT: Mayor Report

GENERAL INFORMATION

ATTACHMENTS

1. Mayor's Report 9-12-2024



MAYOR'S REPORT

Report Covers August 12th, 2024 – September 12th, 2024

- On August 13th I received an email from a resident on Del Matro who gave a long list of compliments related to an experience that he had with Public Works Director Roberts. From his email: "This is why I love living in Windsor Heights - our public officials truly understand customer service and care about our community. In an age of negativity and complaining - I wanted to take a moment to share my very positive experience." Great work, Jason.
- On the 14th I attended the Mid Iowa Association of Local Governments (Mayor's) meeting in Polk City. They built a new City Hall/Community Space and wanted to explain to us the pleasure of building a new municipal building in a post-COVID era. I took particular interest in this, as I continue to look forward to some sort of "Civic Center", should the space needs analysis call for it.
- On the 15th I attended the Des Moines Metropolitan Planning Organization (MPO) Policy Committee and amongst other actions, we adopted the process by which the Carbon Reduction Program Funding will be awarded. The sole no vote in the process came from Pleasant Hill. The funding subcommittee, which I sit on, is planning on meeting the week of October 7th and will make decisions for awards that same week.
- A resident contact me on the 18th asking a number of questions about gas line markings and work on their property. AJ provided a lengthy response a day later to satisfy all of her inquiries.
- On the 20th I met with MPO Executive Director Dylan Mullenix about the direction of the MPO. They apparently want to get more involved with planning at a local level. I told him that something I would be interested in is more frequent PCI ratings, as well as giving us the "magic number", as in the number that we need to spend annually to keep our streets in good condition.
- Attended Polk County Emergency Management on the 21st. There is a lot of talk about CAD to CAD. Perhaps the chiefs could talk about the issues with that.
- On August 22nd, I attended the Reimagine DART workshop in lieu of Councilor Campbell. It was three hours' worth of discussion that I cannot appropriately summarize here. What I can say is that there was some consternation in the room from representatives from Urbandale and Chair Trimble about the future of DART and the process. To paraphrase their sentiment, none of this really matters if "one city" doesn't pay their fair share of funding, as DART will not survive financially.
- On the 28th I attended the MPO personnel committee meeting where we're discussing salaries, job descriptions and the organizational chart of the MPO. Can we make the MPO run better and more efficiently? That's the goal of all of these personnel committee meetings.
- On August 29th I met with several other mayors regarding the future of DART. More on that below.

- On September 3rd I met with Councilors Campbell and Jones, Administrator Plagge, Chaden Halfhill and Liz Lidgett. We discussed the future art master plan and what we'd like to see come to fruition. I was not in favor of temporary art like Urbandale has. I believe there was unanimous support for the mural at 66th and University, something near the Windsor and Colby Park. I also stressed that Hickman Road is sort of a forgotten part of the City and I would like some sort of "beautification" of that side of town, if that comes in the form of art.
- On September 10th I attended a Pleasant Hill City Council meeting along with Councilors Campbell and Carberry Montgomery from Urbandale, as well as DART CEO Amanda Wanke. Councilor Campbell gave excellent remarks and represented our City well (as did Carberry Montgomery) and we were obviously disappointed in the decision to withdraw, as well as there being zero discussion as to why.
- On September 11th the MPO Executive Committee met. Biggest takeaway from that meeting was agreeing that we need to come up with rules or regulations on how we, as elected officials, should better serve the MPO. Once upon there used to "letters from the principal" sent out to MPO representatives who didn't appear after a certain number of meetings. That is something that apparently hasn't happened in a long time, likely due to COVID. But, to better serve the region, every one needs to participate and if you don't want to serve on the Policy Committee, ask to be replaced to find someone else on your council who will. These rules/regulations/guidelines will be developed.
- Mayor Edwards from Clive and I are on the MAC Beggars Night subcommittee. Obviously, it's too late for this year but we've been emailing about a potential survey that all cities would distribute to their residents to see if we can come up with a consensus date for 2025.
- Lastly, the suburban mayors met and decided that the best course of action for mass transit in this region would be to demand that Des Moines honor the agreement that they originally made in 2021. If they don't, DART's long-term funding will continue to be up in the air, communities will continue to drop out and the organization will longer be DART. I appreciate that every member of this City Council is such a strong advocate for regional transit.