AGENDA

REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, October 21, 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 October 7, 2024
   B. Approve Financial Reports
   C. Approve Liquor License - Aldi - 7100 University Ave
   D. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 5
   E. Approve 2023 Colby Park Improvements Pay Request 9
   F. Approve Resolution No. 2024-62 - A Resolution Appointing Public Works Director
   G. Approve First Responders Day Proclamation

5. **Action Items:**

   A. Consideration of a Retaining Wall at 7254 El Rancho
   B. Consideration of Resolution 2024-64 - A Resolution Approving The Creation Of Fire Department Lieutenant
   C. Discussion on 68th St. South Reconstruction
   D. Consideration of ATE Engagement Letter and Terms
   E. Consideration of Resolution No. 2024-63 - A Resolution Approving Administrator

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.

Compensation for FY 25

F. Consideration of the 3rd 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; and to Adopt and Publish

6. **Reports:**

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

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, October 7, 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 (entered meeting during Public Forum), Michael Libbie, Lauren Campbell, and Threase Harms. Staff present: City Administrator Adam Plagge, City Attorney Erin Clanton, City Clerk Adam Strait, Police Chief Pete Roth, Public Works Director Jason Roberts, Public Works Supervisor Andy Larson, and City Engineer Justin Ernst with Bolton & Menk.

2. **Approval of the Agenda**

   Motion by Michael Libbie to APPROVE. Seconded by Threase Harms. Motion passed 4-0.

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

   Julie Ehrhardt of 1029 68th St gave positive remarks about the Fall Festival and Colby Park renovations.

   Randy Manning of 7254 El Rancho Avenue spoke about a retaining wall on his property due to issues arising from the north 73rd Street reconstruction project. Adam Plagge spoke about a cost share option with the resident and provided the recommendation that the City move forward with the installation of a retaining wall on the corner of 73rd Street and El Rancho Avenue with the remaining wall on the property being installed at the owners' expense. The City would facilitate the materials purchase so it would match the corner wall being installed, and the materials would be available at cost. Discussion centered around if this change would cause any legal issues as it is an Iowa DOT bidded project and that this is a unique request that has not been present by another resident and most likely would not be presented again during future phases of the project. Council asked that the residents' request for the City to purchase and provide the materials to the resident be brought back as an agenda item and that Administration move forward with installing the corner retaining wall.

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

   Adam Plagge noted there was an update due to typographical error to Item K. The correct amount of the contract if the change order is approved will be $121,642.12. Susan Skeries requested clarification on Item G as the application is for a rental property and the owner resides outside of Windsor Heights and asked if there was a residency requirement for tax abatement. Adam Plagge read the ordinance which states all properties are eligible and there is no residency requirement. Motion by Threase Harms to APPROVE. Seconded by Joseph Jones. Motion passed 5-0.

   A. Approve Minutes of the Regular Council Meeting on September 16, 2024

   B. Approve Financial Reports

   C. Approve Liquor License - Kathmandu - 7229 Apply Valley Drive

   D. Approve Resolution No. 2024-60 - A Resolution Waiving CEC Fees For Mid-Iowa Association Of Local Governments On October 9th, 2024

E. Approve Colby Park Change Order 4

F. Approve Resolution No. 2024-61 - A Resolution Approving The City Of Grimes To Join The Metropolitan Des Moines Sister Cities Commission

G. Approve 802 63rd St. Tax Abatement Application

H. Approve 2024 Televising Pay Request 1

I. Approve Payment of CEC Solar Pay Request 2

J. Approve Community Planning Month Proclamation

K. Approve Salt Shed Improvement Project Change Order 1

5. **Action Items:**

A. Consideration of 2004 69th St. Sidewalk Petition and Waiver Request

Adam Plagge presented the item. Jodi Bitterman of 2004 69th Street, the property owner, was in attendance and spoke about her request. The home is being constructed and City Code states a sidewalk must be installed, however, there is no sidewalk along the west side of north 69th Street. Council was in agreement it did not make sense to install a sidewalk only at 2004 69th Street. The property owner will sign a petition and waiver which will be recorded against the property and allow for the city to assess the charge of sidewalk installation in the future. Motion by Threase Harms to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

B. Discuss Installation of Limestone Rock Barrier on 63rd Street

Adam Plagge presented the item. Discussed installation of a limestone rock barrier on 63rd Street and the 235 west-bound off ramp. Council was in support of a barrier with notes that the design include signage for the City and did not put a burden on the resident in regards to lawn care. Staff will work on a design and bring the item back to Council for budget consideration.

C. Discuss And Consider Colby Park Change Order 5

Adam Plagge presented the item. Discussed Colby Park Change Order 5 which focused on custom leaf benches being added to the Food Truck Plaza. Council was not supportive of the design and functionality, but was supportive of additional seating based on public feedback and lessons learned at the 2024 Fall Festival. Staff will work with Bolton & Menk, the City's engineering firm, on a design change and bring the change order back to Council at a future meeting.

D. Discuss 68th Street South Reconstruction

Adam Plagge presented the item with Justin Ernst. Discussed the 68th Street South Reconstruction project. Council discussed the timing and phasing of the project, including the possibility of completion incentives, in hopes of limiting the time frame of the project and impact on residents. Discussion topics also included how the City can best serve residents with mobility issues during construction and providing trees on resident's property for those who opt in. The project is still in the design phase. The design and plan specifications will be brought back to Council at a future meeting for approval.

E. Consideration of the 2nd 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

Adam Plagge presented the item and noted there has been no changes to the ordinance. Adam stated a local entity is waiting for the ordinance's approval before beginning work on a sign and suggested if there are no concerns from Council to waive the 3rd reading and adopt. Motion by Joseph Jones to APPROVE. Seconded by Threase Harms. Motion passed 5-0. Motion by Joseph Jones to APPROVE Waive the 3rd Reading and move to adopt. Seconded by Threase Harms. Motion passed 5-0.

F. Consideration of the 2nd 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

Adam Plagge presented the item and noted no feedback or changes since the last reading. Motion by Michael Libbie to APPROVE. Seconded by Threase Harms. Motion passed 5-0.

6. **Reports:**

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

Threase Harm - There was no MAC meeting as only committees are meeting this month. Congratulations to Lauren and Susan for an incredible Fall Festival. Everyone talked to were all absolutely thrilled with everything with so many thanks for investing in the community. Windsor Wonderland is on the horizon with the addition of special ornaments that can be ordered. They are made by an artist in Urbandale and will be $15. Also working with Public Works to coordinate logistics.

Lauren Campbell - Thank you all for the efforts in making this the best Fall Fest - staff, volunteers and family members that helped. Blown away by Friday night for the Movies in the Park: Hocus Pocus. Commend Susan for getting more pizza. It was a fantastic event and appreciate all the help. DART meeting tomorrow. Will be Threase's Susan/right hand for Windsor Wonderland as she will be away.

Michael Libbie - Appreciated being able to attend the League of

Cities' Annual Conference last month. Had a chance to meet with a multitude of people and bring back information that can help Windsor Heights. This morning, attended the ICON water trails meeting and learned that the 2024 fundraising goal is 85% met. They'll hold an event on the 10th highlighting award recipients call the Prairieland Throwdown. It was great to help hand out fliers for Fall Fest. The movie had an amazing turnout and a large number of attendees who live outside of Windsor Heights. It was a great Fall Fest. Thank you to Chief Roth for his ongoing concern and support following the October 7 tragedy in Israel as the only Jewish member of the dias.
Joseph Jones - Echo remarks about the Fall Festival. The hard work of Susan and Lauren does not go unnoticed. Thank you to staff for taking time away from your families, or bringing your families, to be at Fall Festival. Laure is attending DART as we continue to figure out transit with a long road ahead. Thanks to the Mayor and everyone else for being steadfast in supporting public transit.
Susan Skeries - Attended the League of Cities' Annual Conference. The best part was walking Sioux City's Riverfront and learning more about their revitalization and their lessons learned from the project. Attended a few ribbon cuttings with the Chamber including some who were Fall Fest vendors. Attended the Chamber's AM Exchange and Catch Des Moines' meeting. It was great to surprise Bill Goodrich as the Fall Festival Grand Marshall. Thanks to Public Works for the surprise's decorations. Attended the Metro Waste board meeting on the 2nd. Attended the Firefighter's badge pinning including life saving awards to two firefighters. Was a part of multiple interviews for Fall Fest and brought Brett, Brian, and Ember along to talk about the Firefighter Association Breakfast. The Fall Fest movie brought over thirteen hundred attenders and we served 12 pizzas. Thank you to Marcos for staying late and being a great business to work with. We'll be looking into lessons learned due to the number of people and making appropriate changes. Thanks to all the volunteers and Public Works for all the work Friday night. The Firefighter Association Breakfast had over 750 attendees and raised over six thousand dollars. Great attendance for Fall Fest and the parade. Vendors were very appreciative. Thank you to Public Works staff, Police and Fire Departments, volunteers, and staff, including Deputy City Clerk Nate Leuthold who came in the following morning and had a very respectable finish time in WHAMM. Thanks to Lauren for helping make Fall Fest a success. Working on Veteran's Day next. Looking for any input on Fall Fest for next year, which the dates are October 3rd and 4th. Veterans Day Event on November 11th at the CEC. Let us know who are veterans so we can make sure they are registered for a free lunch. Windor Wonderland is right around corner on December 7th.

i Mayor's Report

B. Traffic Counts Report

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

   Motion by Threase Harms to enter Closed Session at 7:52PM. Seconded by Susan Skeries. Motion Passed 5-0.
   Motion by Threase Harms to exit Closed Session at 8:12PM. Seconded by Susan Skeries. Motion Passed 5-0.

8. **Closed Session** CLOSED SESSION - Per Iowa Code §21.5 .1 (c) - Per Iowa Code §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 8:13PM. Seconded by Joseph Jones. Motion Passed 5-0.
   Motion by Threase Harms to exit Closed Session at 8:26PM. Seconded by Susan Skeries. Motion Passed 5-0.

9. **Closed Session** City Council will convene into closed session pursuant to Iowa Code 21.5(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

   Motion by Threase Harms to enter Closed Session at 8:26PM. Seconded by Susan Skeries. Motion Passed 5-0.
   Motion by Threase Harms to exit Closed Session at 8:39PM. Seconded by Susan Skeries. Motion Passed 5-0.

10. **Adjourn**

    Motion by Threase Harms to adjourn at 8:40 PM. Seconded by Susan Skeries. Motion passed 5-0.

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Mike Jones, Mayor

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Attest: Adam Strait, City Clerk

STAFF REPORT
CITY COUNCIL
October 21, 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
5. VENDOR ACTIVITY REPORT

BALANCE SHEET
CALENDAR 9/2024, FISCAL 3/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	31,335.32-	52,230.80-
110-000-1110	CASH - RUT	35,865.84	82,659.74
112-000-1110	CASH - EMP BENEFIT FUND	19,418.47	145,092.65-
113-000-1110	CASH - POLICE PENSION	.00	.00
114-000-1110	CASH - POLICE TRUST	.00	25,477.41-
115-000-1110	CASH - POLICE PREFORFEIT	.00	1,602.32-
119-000-1110	CASH - EMERGENCY FUND	.00	.00
121-000-1110	CASH - LOCAL OPTION SALES TAX	.00	1,836,864.17
125-000-1110	CASH - TIF	45,938.97	1,272,620.17
145-000-1110	CASH - URBAN RENEWAL FUNDS	.00	75,387.92
200-000-1110	CASH - DEBT SERVICE	105,268.80	140,179.96
302-000-1110	CASH - SIDEWALK PROGRAM	.00	47,995.00
303-000-1110	CASH - COLBY PARK	985,402.23-	872,916.16-
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	.00	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	.00	39,745.00-
319-000-1110	CASH - 2020 STREET PROJECTS	.00	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	1,576.25-	378,002.21
323-000-1110	CASH - 68TH STREET NORTH	.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	.00	154,856.55
327-000-1110	CASH - SALT SHED	351.25-	169,297.64
328-000-1110	CASH - 74TH ST	.00	.00
329-000-1110	CASH - PUBLIC SAFETY PARKING L	.00	.00
330-000-1110	CASH - FORREST COURT	.00	.00
333-000-1110	CASH - DOG PARK UPDATES	.00	.00
347-000-1110	CASH - FLOOD MITIGATION	.00	.00
348-000-1110	CASH - ARPA FUNDS	.00	.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	1,030.00-	153,295.80-
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	65,698.82-	48,457.82-
350-000-1185	CASH - EQUIP REVOLVE - PARKS	.00	.00
350-000-1186	CASH - EQUIP REVOLVE - CEC	35.00	115,334.19
350-000-1187	CASH - EQUIP REVOLVE - IT DEPT	16,618.75-	22,408.91
600-000-1110	CASH - WATER	.00	103,254.44-
610-000-1110	CASH - SEWER	.00	1,919.65
670-000-1110	CASH - LANDFILL/GARBAGE	15,963.57-	135,818.52
740-000-1110	CASH - STORM WATER	47,794.77	442,865.59

BALANCE SHEET
CALENDAR 9/2024, FISCAL 3/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
805-000-1110	CASH - INTERNAL SERVICE FUND	.00	.00
810-000-1110	CASH - REVOLVING FUND	.00	.00
	CASH TOTAL	863,654.34-	3,852,177.74
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	1,855,412.06
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	9,982,870.38
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	.00	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	.00	49,350.81
115-000-1160	SAVINGS - PREF/DEA	.00	3,911.30

BALANCE SHEET
CALENDAR 9/2024, FISCAL 3/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	SAVINGS TOTAL	.00	56,337.39
001-000-1170	CD 082009 - KWHB	.00	11,643.05
600-000-1170	CD 12062707- WATER	.00	107,401.50
810-000-1170	CD 050109 - REVOLVING FUND	.00	.00
	CD'S TOTAL	.00	119,044.55
	TOTAL CASH	863,654.34-	21,331,105.72

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	2,626,800.00	164,231.77	631,870.60	24.05	1,994,929.40
	EMERGENCY MANAGEMENT TOTAL	10,700.00	.00	7,151.09	66.83	3,548.91
	FIRE TOTAL	460,873.00	16,569.87	125,971.62	27.33	334,901.38
	AMBULANCE TOTAL	928,838.00	68,864.41	224,619.55	24.18	704,218.45
	BUILDING INSPECTIONS TOTAL	100,000.00	29,571.74	41,035.83	41.04	58,964.17
	ANIMAL CONTROL TOTAL	5,500.00	125.00	2,842.00	51.67	2,658.00
	PUBLIC SAFETY TOTAL	4,132,711.00	279,362.79	1,033,490.69	25.01	3,099,220.31
	ROADS, BRIDGES, SIDEWALKS TOTA	791,160.00	48,773.67	243,185.77	30.74	547,974.23
	STREET LIGHTING TOTAL	55,000.00	31.31	11,114.76	20.21	43,885.24
	TRAFIC CONTROL & SAFETY TOTAL	.00	.00	.00	.00	.00
	SNOW REMOVAL TOTAL	180,504.00	6,048.43	28,386.74	15.73	152,117.26
	OTHER PUBLIC WORKS TOTAL	29,400.00	645.03	5,463.72	18.58	23,936.28
	PUBLIC WORKS TOTAL	1,056,064.00	55,498.44	288,150.99	27.29	767,913.01
	WATER,AIR,MOSQUITO CONTRO TOTA	.00	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	.00	.00	.00	.00	.00
	HEALTH & SOCIAL SERVICES TOTA	.00	.00	.00	.00	.00
	LIBRARY TOTAL	67,600.00	.00	16,882.63	24.97	50,717.37
	PARKS TOTAL	187,233.00	10,034.04	42,729.96	22.82	144,503.04
	COMMUNITY CTR/ZOO/MARINA TOTA	27,450.00	646.54	13,926.23	50.73	13,523.77
	SPECIAL EVENTS TOTAL	50,000.00	2,304.80	19,287.78	38.58	30,712.22
	COMMUNITY CENTER TOTAL	172,567.00	7,841.17	30,019.20	17.40	142,547.80
	CULTURE & RECREATION TOTAL	504,850.00	20,826.55	122,845.80	24.33	382,004.20
	COMMUNITY BEAUTIFICATION TOTA	.00	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOTAL	275,337.00	599.81	14,940.52	5.43	260,396.48
	HOUSING & URBAN RENEWAL TOTAL	52,290.00	.00	.00	.00	52,290.00
	COMMUNITY & ECONOMIC DEV TOTA	327,627.00	599.81	14,940.52	4.56	312,686.48
	MAYOR/COUNCIL TOTAL	91,100.00	7,859.68	26,562.34	29.16	64,537.66
	IT DEPARTMENT TOTAL	72,300.00	2,688.25	13,285.05	18.37	59,014.95
	CLERK/TREASURER/ADM TOTAL	837,633.00	53,343.60	239,885.89	28.64	597,747.11
	ELECTIONS TOTAL	1,500.00	.00	.00	.00	1,500.00
	LEGAL SERVICES/ATTORNEY TOTAL	50,000.00	4,485.00	10,101.25	20.20	39,898.75
	OTHER GENERAL GOVERNMENT TOTA	15,000.00	.00	.00	.00	15,000.00
	GENERAL GOVERNMENT TOTAL	1,067,533.00	68,376.53	289,834.53	27.15	777,698.47

PCT OF FISCAL YTD 25.0%

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
	DEBT SERVICE TOTAL	2,110,544.00	.00	300.00	.01	2,110,244.00
	ASSETS TOTAL	.00	.00	.00	.00	.00
	POLICE TOTAL	361,000.00	1,030.00	26,585.73	7.36	334,414.27
	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	67,626.32	581,414.69	3.70	15,140,715.31
	PARKS TOTAL	4,190,000.00	985,402.23	1,341,185.40	32.01	2,848,814.60
	COMMUNITY CENTER TOTAL	148,000.00	.00	30,295.00	20.47	117,705.00
	IT DEPARTMENT TOTAL	17,000.00	16,618.75	17,638.63	103.76	638.63-
	CAPITAL PROJECTS TOTAL	.00	.00	18,323.00	.00	18,323.00-
	CAPITAL PROJECTS TOTAL	20,445,630.00	1,070,677.30	2,015,442.45	9.86	18,430,187.55
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	31,650.00	.00	285.88	.90	31,364.12
	LANDFILL/GARBAGE TOTAL	395,902.00	40,832.26	123,232.60	31.13	272,669.40
	STORM WATER TOTAL	332,470.00	4,566.06	34,694.15	10.44	297,775.85
	ENTERPRISE FUNDS TOTAL	760,022.00	45,398.32	158,212.63	20.82	601,809.37
	TRANSFERS IN/OUT TOTAL	2,480,526.00	.00	25,555.73	1.03	2,454,970.27
	TRANSFER OUT TOTAL	2,480,526.00	.00	25,555.73	1.03	2,454,970.27
	TOTAL EXPENSES	32,885,507.00	1,540,739.74	3,948,773.34	12.01	28,936,733.66

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
1 SOURCE SOLAR	PAYMENT #2 CEC SOLAR PROJECT		55,490.00	57464	10/10/24
ABSOLUTE CONCRETE CONSTRUCTION	73RD ST PHASE 1 PAY REQUEST #4		56,404.05	57465	10/10/24
ALL STAR CONCRETE	68TH ST N PAY REQUEST #9 FINAL		85,528.25	57466	10/10/24
AMAZON CAPITAL SERVICES	CEC SUPPLIES		267.01	57467	10/10/24
AUREON IT	BILLABLE TIME		1,688.50	57468	10/10/24
AWARDS PROGRAM SERVICES INC	SERVICE RECOGNITION PLAQUE		65.52	57469	10/10/24
BANKERS TRUST COMPANY	CC FEES	101.88		5204	10/10/24
BANKERS TRUST COMPANY	CC FEES	107.16		5205	10/10/24
BANKERS TRUST COMPANY	CC FEES	27.90		5206	10/10/24
BANKERS TRUST COMPANY	SEE VENDOR ACTIVITY REPORT	7,334.94	7,571.88	57540	10/11/24
BEAVERDALE ACE HARDWARE	SUPPLIES		29.49	57473	10/10/24
BLUESTONE ENGINEERING	CEC SOLAR ENG		1,200.00	57474	10/10/24
BOLTON & MENK	COLBY PARK DESIGN WORK		63,602.00	57475	10/10/24
BOOT BARN INC	CLOTHING ALLOWANCE		468.41	57476	10/10/24
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES		97.95	57477	10/10/24
BRICK GENTRY PC	SEPT LEGAL FEES		5,137.50	57478	10/10/24
BULLZEYE, INC	SEP CEC CLEANINGS		4,042.76	57479	10/10/24
CALIBER CONCRETE LLC	COLBY PARK PAY REQUEST #7		961,109.48	57462	9/30/24
CAMPBELL, LAUREN	WHAMM SOFTWARE REIMBURSEMENT		60.00	57480	10/10/24
CAPITAL ONE TRADE CREDIT	SUPPLIES		155.96	57481	10/10/24
CINTAS	FIRST AID CABINET CEC		125.35	57482	10/10/24
CLEARFLY	CELL PHONES		179.38	5207	10/10/24
CLIVE POWER EQUIP.	EDGER BLADE		5.50	57483	10/10/24
CONCRETE SUPPLY INC.	CONCRETE SUPPLIES		1,120.00	57484	10/10/24
CONSTRUCTION MATERIALS TESTING	COLBY PARK FIELD TESTS		4,010.00	57485	10/10/24
CONTRACTORS RENTAL CO.	CEC RESTAINING THE BUILDING		1,930.00	57486	10/10/24
CRYSTAL CLEAR WATER CO.	WATER		19.98	57487	10/10/24
DAIDA	RADIX MONTHLY SUBSCRIPTION		545.53	5208	10/10/24
DES MOINES STAMP MFG CO	OFFICE SUPPLIES		135.30	57488	10/10/24
DES MOINES WATER WORKS	1133 66TH ST		52.99	57489	10/10/24
DIAMOND VOGEL, INC	PARKING LOT LINE PAINT		214.97	57490	10/10/24
EIDE BAILLY	FY24 AUDIT WORK THRU 9/27/24		15,000.00	57491	10/10/24
FAST SIGNS	NO PARKING SIGNS FOR PARADE		224.79	57492	10/10/24
FEDERAL TAX DEPOSIT	FED/FICA TAX		29,886.55	5202	10/08/24
GCMOA	GCMOA ADAM STRAIT		15.00	57463	10/09/24
GOLF CARS OF IOWA	FALL FESTIVAL GOLF CAR RENTAL		860.00	57493	10/10/24
GREATER D.M. PARTNERSHIP	REGIONAL SUMMIT - PLAGGE		65.00	57494	10/10/24
GRIMES ASPHALT & PAVING	COLBY PARK PROJECT		2,664.75	57495	10/10/24
O'DONNEL ACE HICKMAN	PARK PAINT		56.09	57496	10/10/24
HOME DEPOT CREDIT SERVICES	SUPPLIES		186.00	57497	10/10/24
HOTT OFF THE PRESS	SEPT NEWSLETTER		1,693.92	57498	10/10/24
HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES		32.44	57499	10/10/24
HYDRO KLEAN	PAY REQUEST #1 TELEVISING		27,170.96	57500	10/10/24
ICMA RETIREMENT TRUST	ICMA		755.68	5201	10/08/24
IMAGE 360	METAL SIGNS		180.18	57501	10/10/24
IMWCA	WORK COMP INSTALLMENT 4		5,255.00	57502	10/10/24
DEPT OF HUMAN SERVICES	OCT 24 SHARE OF GEMT PYMTS		2,468.11	57503	10/10/24
IOWA LEAGUE OF CITIES	MAYOR'S ASSOC DUES		30.00	57504	10/10/24
IOWA ONE CALL	LINE LOCATES		122.70	57505	10/10/24
IOWA PRISON INDUSTRIES	CLOTHING ALLOWANCE		24.98	57506	10/10/24
IPERS	HEALTH PRETAX		32.50	5200	10/08/24
ISOLVED BENEFIT SERVICES	FLEX - BENEFITS	1,810.00		5203	10/08/24
ISOLVED BENEFIT SERVICES	FSA FEES	54.60	1,864.60	5209	10/10/24
LEUTHOLD, NATE	SEPT MILEAGE		291.72	57507	10/10/24

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
LIBBIE, MICHAEL	GOLF CAR FOR LIBBIE		118.16	57508	10/10/24
LOWE'S	TRASH CANS		718.84	57509	10/10/24
MERSEAL, BRETT	FITNESS INCENTIVE		100.00	57510	10/10/24
METRO WASTE AUTHORITY	GARBAGE FEES		31,524.34	57511	10/10/24
NAPA AUTO PARTS	FILTERS/WIPERS/BULBS		99.25	57512	10/10/24
O'REILLY AUTO PARTS	CLEANING SUPPLIES		73.94	57513	10/10/24
PERKINS, JOSH	CDL TRAINING MILEAGE		393.26	57514	10/10/24
PLAGGE, ADAM	A PLAGGE CONF TRAVEL REIMBURSE		135.52	57515	10/10/24
PLEXA	2024 DUES		20.00	57516	10/10/24
POLK COUNTY AUDITORS OFFICE	SERVICES		150.00	57517	10/10/24
PRAIRIE FIRE RESTORATION	PLAZA HILLS/COLBY PARK/SHERWOO		8,343.32	57518	10/10/24
PREMIER AUTOMOTIVE	REPAIRS		1,534.86	57519	10/10/24
PREMIUM SOLUTIONS	CLOTHING ALLOWANCE		240.00	57520	10/10/24
QUALITY PEST CONTROL, INC	PEST CONTROL		65.00	57521	10/10/24
ROTARY CLUB OF WAUKEE	QRTLY MEMBERSHIP DUES		250.00	57522	10/10/24
SAFE BUILDING COMPLIANCE	BUILDING INSPECTIONS		2,324.94	57523	10/10/24
SAM'S CLUB DIRECT	SUPPLIES		106.53	57524	10/10/24
SECTOR	RADIO REMOVAL		414.00	57525	10/10/24
SKERIES, SUSAN	SKERIES LEAGUE CONF MILEAGE		626.12	57526	10/10/24
SMITTEN KITTEN	CEC RENTAL REFUND 9/22/24		1,232.00	57527	10/10/24
STANDARD INSURANCE COMPANY	LIFE/LTD/STD		2,487.15	57528	10/10/24
SWISHER, RACHELLE	WH MERCHANDISE FALL FESTIVAL		979.18	57529	10/10/24
TELEFLEX LLC	EZ-IO POWER DRIVER		308.50	57530	10/10/24
TBL PRINT	OFFICE SUPPLIES		29.00	57531	10/10/24
TRANSUNION RISK & ALTERNATIVE	MONTHLY CHARGES		75.00	57532	10/10/24
UNIVERSITY DM ACE HARDWARE	SUPPLIES		157.34	57533	10/10/24
UPHDM OCCUPATIONAL MED	HEALTH CLAIM		1,148.29	57534	10/10/24
VERIZON WIRELESS	CELL PHONES		441.73	5210	10/10/24
CAPITAL ONE	CLOTHING ALLOWANCE		94.47	57535	10/10/24
WRIGHT OUTDOOR SOLUTIONS	STUMP GRINDING/TREE PLANTING		587.00	57536	10/10/24
ZWC CONDOMINIUM ASSOC	PEST CONTROL		53.50	57537	10/10/24
			==========		
	Accounts Payable Total		1,394,969.97		

Payroll Checks

001	GENERAL		82,600.33
110	ROAD USE TAX		13,296.09
670	LANDFILL/GARBAGE		79.47
740	STORM WATER		1,506.38

	Total Paid On: 9/27/24		97,482.27
001	GENERAL		67,098.00
110	ROAD USE TAX		9,799.37
670	LANDFILL/GARBAGE		63.58
740	STORM WATER		1,524.64

	Total Paid On: 10/11/24		78,485.59
			==========
	Total Payroll Paid		175,967.86

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	Report Total		1,570,937.83		

CLAIMS REPORT

CLAIMS FUND SUMMARY

Payroll Checks: 9/27/2024-10/16/2024

FUND	NAME	AMOUNT
001	GENERAL	233,973.27
110	ROAD USE TAX	30,522.35
112	EMPLOYEE BENEFITS	8,918.77
303	COLBY PARK	991,090.48
314	UNIVERSITY AVE ST PROJECT	828.00
318	CEC SOLAR PROJECT	56,690.00
322	73RD STREET PROJECT	78,249.55
323	68TH ST NORTH	87,000.25
326	68TH ST SOUTH	7,039.00
327	SALT SHED PROJECT	2,779.75
328	74TH ST PROJECT	1,165.50
330	FORREST CRT MILL/OVERLAY	1,615.00
610	SEWER	101.36
670	LANDFILL/GARBAGE	31,688.60
740	STORM WATER	39,275.95
	TOTAL FUNDS	1,570,937.83

REVENUE REPORT
CALENDAR 9/2024, FISCAL 3/2025

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,722,417.00	297,320.83	1,022,338.63	21.65	3,700,078.37
	ROAD USE TAX TOTAL	780,000.00	83,845.35	199,656.21	25.60	580,343.79
	EMPLOYEE BENEFITS TOTAL	511,306.00	66,185.93	71,130.01	13.91	440,175.99
	POLICE PENSION TOTAL	.00	.00	.00	.00	.00
	POLICE TRUST TOTAL	10,200.00	.00	60.94	.60	10,139.06
	POLICE PREFORFEITURE TOTAL	1,015.00	.00	3.97	.39	1,011.03
	EMERGENCY FUND TOTAL	.00	.00	.00	.00	.00
	LOCAL OPTION SALES TAX TOTAL	1,440,000.00	.00	254,894.04	17.70	1,185,105.96
	TAX INCREMENT FINANCING TOTAL	2,317,282.00	45,938.97	47,478.07	2.05	2,269,803.93
	URBAN RENEWAL TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	3,130,750.00	105,268.80	112,716.51	3.60	3,018,033.49
	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

PCT OF FISCAL YTD 25.0%

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
	74TH ST PROJECT TOTAL	.00	.00	.00	.00	.00
	PUBLIC SAFETY PARKING LOT TOTA	.00	.00	.00	.00	.00

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	FORREST CRT MILL/OVERLAY TOTA	.00	.00	.00	.00	.00
	DOG PARK UPDATES TOTAL	.00	.00	.00	.00	.00
	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	35.00	30,581.63	7.93	354,918.37
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	.00	.00	.00	.00	.00
	LANDFILL/GARBAGE TOTAL	358,000.00	24,868.69	81,752.60	22.84	276,247.40
	STORM WATER TOTAL	625,600.00	52,360.83	133,817.32	21.39	491,782.68
	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	675,824.40	1,954,429.93	8.99	19,782,740.07

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK CD	GL ACCOUNT	1099	NET	CHECK	PD DATE
				58 BANKERS TRUST COMPANY						
10102024	1	10/10/24		CC FEES		001-620-6405		27.90	5206	10/10/24 E
10102024 1	1	10/10/24		CC FEES		001-620-6405		101.88	5204	10/10/24 E
10102024 2	1	10/10/24		CC FEES		001-620-6405		107.16	5205	10/10/24 E
10102024 3526	1	10/10/24		STORAGE UNIT		001-470-6499		31.99	57540	10/11/24
10102024 3526	2	10/10/24		ZOOM		001-610-6507		31.98	57540	10/11/24
10102024 3526	3	10/10/24		ADOBE LICENSES		001-615-6507		251.91	57540	10/11/24
10102024 3534	1	10/10/24		IMFOA CONF A STRAIT		001-620-6240		200.00	57540	10/11/24
10102024 3534	2	10/10/24		CLERK SCHOOL A STRAIT		001-620-6240		224.00	57540	10/11/24
10102024 3534	3	10/10/24		BUSINESS CARDS SKERIES/HARMS		001-610-6507		74.92	57540	10/11/24
10102024 3534	4	10/10/24		LIBBIE IA LEAGUE CONF		001-610-6240		378.46	57540	10/11/24
10102024 3534	5	10/10/24		LEUTHOLD IA LEAGUE CONF		001-620-6240		463.69	57540	10/11/24
10102024 3534	6	10/10/24		IA LEAGUE CONF		001-620-6240		171.91	57540	10/11/24
10102024 3534	7	10/10/24		IA LEAGUE CONF		001-610-6240		171.91	57540	10/11/24
10102024 3534	8	10/10/24		CONSTANT CONTACT		001-620-6373		81.00	57540	10/11/24
10102024 8425	1	10/10/24		IAPFC MEMBERSHIP		001-150-6210		100.00	57540	10/11/24
10102024 8425	2	10/10/24		BACKGROUND CHECK		001-150-6411		15.00	57540	10/11/24
10102024 8425	3	10/10/24		IEMSA MEMBERSHIP		001-160-6210		200.00	57540	10/11/24
10102024 8425	4	10/10/24		A533 FRONT TIRE REPLACEMENT		001-160-6332		1025.88	57540	10/11/24
10102024 8433	1	10/10/24		ROBERTS LEAGUE CONF		110-210-6240		37.43	57540	10/11/24
10102024 8433	2	10/10/24		BACKGROUND CHECK		110-210-6407		15.00	57540	10/11/24
10102024 8433	3	10/10/24		PERKINS CDL TRAINING		110-210-6230		144.48	57540	10/11/24
10102024 8433	4	10/10/24		CLOTHING ALLOWANCE		110-210-6180		233.99	57540	10/11/24
10102024 8433	5	10/10/24		ROBERTS LEAGUE CONF		110-210-6240		533.00	57540	10/11/24
10102024 8433	6	10/10/24		PERKINS CDL TRAINING		110-210-6230		155.68	57540	10/11/24
10102024 9969	1	10/10/24		TREES DNR		110-299-6490		190.50	57540	10/11/24
10102024 9969	2	10/10/24		WAIVER SIGN		001-620-6506		12.00	57540	10/11/24
10102024 9969	3	10/10/24		WHAMM SHIRTS		001-470-6497		714.40	57540	10/11/24
10102024 9969	4	10/10/24		CUSTOM INK		001-470-6497		25.00	57540	10/11/24
10102024 9969	5	10/10/24		PLAGGE CONF		001-620-6240		13.27	57540	10/11/24
10102024 9969	6	10/10/24		PLAGGE CONF		001-620-6240		10.07	57540	10/11/24
10102024 9969	7	10/10/24		PLAGGE CONF		001-620-6240		19.03	57540	10/11/24
10102024 9969	8	10/10/24		PLAGGE CONF		001-620-6240		20.04	57540	10/11/24
10102024 9969	9	10/10/24		PLAGGE CONF		001-620-6240		8.47	57540	10/11/24
10102024 9969	10	10/10/24		PLAGGE CONF		001-620-6240		13.62	57540	10/11/24
10102024 9969	11	10/10/24		PLAGGE CONF		001-620-6240		7.63	57540	10/11/24
10102024 9969	12	10/10/24		PLAGGE CONF		001-620-6240		8.47	57540	10/11/24
10102024 9969	13	10/10/24		PLAGGE CONF		001-620-6240		20.14	57540	10/11/24
10102024 9969	14	10/10/24		STORAGE UNIT LOCK		001-620-6507		34.23	57540	10/11/24
10102024 9969	15	10/10/24		SKERIES LEAGUE CONF HOTEL		001-610-6240		356.86	57540	10/11/24
10102024 9977	1	10/10/24		CODE ENFORCEMENT MTG NATE		001-620-6240		12.83	57540	10/11/24
10102024 9977	2	10/10/24		IA LEAGUE CONF		001-620-6240		43.17	57540	10/11/24
10102024 9985	1	10/10/24		NOTARY FOR NORRIS		001-110-6120		30.00	57540	10/11/24
10102024 9985	2	10/10/24		DEPT MEETING		001-110-6499		67.58	57540	10/11/24
10102024 9993	1	10/10/24		ANNUAL LICENSE SCHEDULE ANYWHE		001-110-6507		785.40	57540	10/11/24
10102024 9993	2	10/10/24		DOMESTIC VIOLENCE CONF		001-110-6230		400.00	57540	10/11/24

				BANKERS TRUST COMPANY				7571.88		

				***** REPORT TOTAL *****				7571.88		

STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Liquor License - Aldi - 7100 University Ave

GENERAL INFORMATION

ASC Tammy Breese conducted a background check and found no activity to be alarmed by. In addition to the liquor license, this will also approve an amendment that updates the ownership information.

ATTACHMENTS

None

STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 5

GENERAL INFORMATION

ATTACHMENTS

1. LTR-73rd Street-Pay App 5
2. payment_5_20241003_Rev1

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

October 15, 2024, 2024

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

RE: 73rd Street Phase 1
STP-U-8477(615)—70-77
Pay Request 5

Dear Mr. Plagge:

Submitted for your approval is Pay Request 5 for the above-mentioned project. Pay Request 5 is for a total payment of $660,420.88. The total value completed to date is $1,335,438.63 minus the retainage of $30,000. Please see Pay Request 5 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 5. Upon approval of Pay Request 5, 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

Bolton & Menk is an equal opportunity employer.

City of Windsor Heights - Iowa

Pay Estimate by Fund

77-8477-615

Description	STP-U-8477(615)--70-77, Letting Date- March 19, 2024 73rd st Phase 1
Payment Number	5
Pay Period	08/31/2024 to 09/30/2024
Prime Contractor	ABSOLUTE CONCRETE CONSTRUCTION, INC.
Payment Status	Pending
Awarded Project Amount	$6,739,027.05
Authorized Amount	$6,825,280.45

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 0001 - STP-U-8477(615)--70-77, Roadway Items - Division 1					
Fund Package - 77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615					
0030	2102-2710070	CY	3,444.334	$15.00	$51,665.01
EXCAVATION, CLASS 10, ROADWAY AND BORROW					
0100	2123-7450020	STA	12.621	$150.00	$1,893.15
SHOULDER FINISHING, EARTH					
0110	2301-1033080	SY	2,519.817	$75.00	$188,986.28
STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.					
0420	2503-0200036	LF	44.000	$25.00	$1,100.00
REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.					
0450	2510-6745850	SY	33.310	$10.00	$333.10
REMOVAL OF PAVEMENT					
0510	2511-7526004	SY	531.728	$49.75	$26,453.47
SIDEWALK, P.C. CONCRETE, 4 IN.					
0520	2511-7526006	SY	85.163	$77.00	$6,557.55
SIDEWALK, P.C. CONCRETE, 6 IN.					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0530	2511-7528101	SF	40.000	$51.00	$2,040.00
DETECTABLE WARNINGS					
0560	2515-2475006	SY	266.410	$52.50	$13,986.53
DRIVEWAY, P.C. CONCRETE, 6 IN.					
0580	2515-6745600	SY	34.778	$10.00	$347.78
REMOVAL OF PAVED DRIVEWAY					
0720	2528-8445110	LS	0.167	$75,000.00	$12,525.00
TRAFFIC CONTROL					
0740	2529-5070110	SY	100.678	$100.00	$10,067.80
PATCHES, FULL-DEPTH FINISH, BY AREA					
0750	2533-4980005	LS	0.400	$600,000.00	$240,000.00
MOBILIZATION					
0790	2599-9999010	LS	0.167	$7,200.00	$1,202.40
('LUMP SUM' ITEM): SWPPP MANAGEMENT					
0800	2599-9999010	LS	0.110	$80,000.00	$8,800.00
('LUMP SUM' ITEM): VIBRATION MONITORING					
0850	2602-0000309	LF	40.000	$3.00	$120.00
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.					
0880	2602-0000530	EACH	20.000	$95.00	$1,900.00
GRATE INTAKE SEDIMENT FILTER BAG, EC-604					
8009	2599-9999018	SY	2,519.817	$0.30	$755.95
('SQUARE YARDS' ITEM): (REINFORCEMENT ADJ)					
				77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615 Total:	$568,734.02
				Section 0001 Total:	$568,734.02
Section: 0002 - STP-U-8477(615)--70-77, Roadway Items - Division 2					
Fund Package - 77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615					
8006	2554-0207006	EACH	1.000	$3,509.00	$3,509.00
VALVE, GATE, DIP, 6"					
				77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615 Total:	$3,509.00
Fund Package - 77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0930	2554-0114008	LF	171.000	$55.00	$9,405.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.					
0950	2554-0114012	LF	442.000	$80.00	$35,360.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.					
0960	2554-0114012	LF	99.000	$105.00	$10,395.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.: RESTRAINED JOINT					
0990	2554-0203000	LB	1,228.000	$20.00	$24,560.00
FITTINGS BY WEIGHT, DUCTILE IRON					
1000	2554-0207008	EACH	2.000	$2,700.00	$5,400.00
VALVE, GATE, DIP, 8 IN.					
1010	2554-0207012	EACH	1.000	$4,500.00	$4,500.00
VALVE, GATE, DIP, 12 IN.					
1020	2554-0210201	EACH	2.000	$8,500.00	$17,000.00
FIRE HYDRANT ASSEMBLY, WM-201					
1030	2554-0211002	EACH	1.000	$1,750.00	$1,750.00
FLUSHING DEVICE (BLOWOFF), 2 IN.					
				77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615 Total:	$108,370.00
				Section 0002 Total:	$111,879.00
				Project Total:	$680,613.02

Time Limits

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	21.0 Days	$0.00	83.0 Days	223.0 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	$9,736.63	$12,845.16
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	$3,720.00	$3,720.00
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	$3,430.00	$3,430.00
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	$185.93	$185.93
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					
#6 - 2525-0000100	77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615	$6,667.67	$6,667.67	$0.00	$0.00
TRAFFIC SIGNALIZATION					
	Totals:	$6,667.67	$32,708.76	$17,072.56	$24,181.09

Summary

Current Approved Work:	$680,613.02	**Approved Work To Date:**	$1,335,438.63
Current Stockpile Advancement:	$6,667.67	**Stockpile Advancement To Date:**	$32,708.76
Current Stockpile Recovery:	$17,072.56	**Stockpile Recovery To Date:**	$24,181.09
Current Retainage:	$9,787.25	**Retainage To Date:**	$30,000.00
Current Retainage Released:	$0.00	**Retainage Released To Date:**	$0.00
Current Liquidated Damages:	$0.00	**Liquidated Damages To Date:**	$0.00
Current Adjustment:	$0.00	**Adjustments To Date:**	$0.00
Current Payment:	$660,420.88	**Payments To Date:**	$1,313,966.30
Previous Payment:	$56,404.05	**Previous Payments To Date:**	$653,545.42

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-5-20241003-Rev1

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
10/10/2024	Logan Petersen Absolute Concrete Construction Inc. Electronic Signature (Approved by Contractor (Optional))
	(Recommended by Engineer)
	(Approved by PIRC (when applicable))

STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

FROM: Nate Wietl

SUBJECT: Approve 2023 Colby Park Improvements Pay Request 9

GENERAL INFORMATION

ATTACHMENTS

1. 0T6.128908 Pay Est #09 - October 2024_Signed

BOLTON & MENK
Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

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

October 16, 2024

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

RE: 2023 Colby Park Improvements
Pay Request 9

Dear Mr. Plagge:

Submitted for your approval is Pay Request 9 for the above-mentioned project. Pay Request 9 is for a total payment of $1,024,520.69. The total value completed to date is $3,092,319.80, minus 5% retainage of $154,615.99. 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 Application 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.

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Nate Weitl

Nate Weitl, PLA
Senior Project Landscape Architect

Bolton & Menk is an equal opportunity employer.

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	**Owner's Project No.:**	
Engineer:	BOLTON & MENK, INC.	**Engineer's Project No.:**	0T6.128908
Contractor:	CALIBER CONCRETE, LLC	**Agency's Project No.:**	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			
Application No.:	9	**Application Date:**	10/26/2024
Application Period:	**From** 8/29/2024	**To**	10/11/2024

1. Original Contract Price	$	2,855,049.72
2. Net Change By Change Orders	$	386,018.24
3. Current Contract Price (Line 1 + Line 2)	$	3,241,067.96
4. Total Work Completed And Materials Stored To Date (Sum of Column H Unit Price Total and Column M Stored Materials)	$	3,092,319.80
5. Retainage		
a. 5% X $ 3,092,319.80 Work Completed	$	154,615.99
b. 5% X $ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	154,615.99
6. Amount Eligible To Date (Line 4 - Line 5.c)	$	2,937,703.81
7. Less Previous Payments	$	1,913,183.12
8. **Amount Due This Application**	$	**1,024,520.69**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	Caliber Concrete, LLC		
Signature:		**Date:**	10.16.2024
Name:	Michael Noland	**Title:**	Office Controller

Recommended by Engineer:	Bolton & Menk, Inc. 430 E GRAND, SUITE 101, DES MOINES, IA 50309	**Approved by Owner:**	
By:		**By:**	
Name:	Justin Ernst	**Name:**	
Title:	Principal Engineer	**Title:**	
Date:	10/16/2024	**Date:**	

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	**Owner's Project No.:**	
Engineer:	BOLTON & MENK, INC.	**Engineer's Project No.:**	0T6.128908
Contractor:	CALIBER CONCRETE, LLC	**Agency's Project No.:**	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 9 **Application Period:** From 08/29/24 to 10/11/24 **Application Date:** 10/26/2024

A	B	C	D	E	F	F1	F2		G	H	I	J
		Contract Information				Previous Estimate			Work Completed			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value 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) ($)
	Original Contract											
1	CLEARING AND GRUBBING	1.00	LS	30,850.00	30,850.00	1.00	30,850.00	-	1.00	30,850.00	100%	-
2	TOPSOIL, COMPOST AMENDED	500.00	CY	85.00	42,500.00	375.00	31,875.00	125.00	500.00	42,500.00	100%	-
3	EXCAVATION, CLASS 10	2,500.00	CY	12.00	30,000.00	2,500.00	30,000.00	-	2,500.00	30,000.00	100%	-
4	SUBBASE, MODIFIED, BERM	255.00	TON	42.50	10,837.50	242.60	10,310.50	-	242.60	10,310.50	95%	527.00
5	LINEAR TRENCH DRAIN, 8 INCH	75.00	LF	150.00	11,250.00	75.00	11,250.00	-	75.00	11,250.00	100%	-
6	SUBDRAIN, SOLID WALL PVC, 4 INCH	50.00	LF	32.00	1,600.00	60.00	1,920.00	-	60.00	1,920.00	120%	(320.00)
7	BACKFLOW PREVENTER, SEWER, 4 INCH	1.00	EA	400.00	400.00	1.00	400.00	-	1.00	400.00	100%	-
8	SUBDRAIN, SOLID WALL PVC, 8 INCH	288.00	LF	65.00	18,720.00	287.00	18,655.00	-	287.00	18,655.00	100%	65.00
9	SUBDRAIN, HDPE, 8 INCH	85.00	LF	100.00	8,500.00	193.00	19,300.00	-	193.00	19,300.00	227%	(10,800.00)
10	SUBDRAIN CLEANOUT, 8 INCH, TYPE A-1	2.00	EA	1,500.00	3,000.00	1.00	1,500.00	-	1.00	1,500.00	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	8,000.00	100%	-
13	WATER SERVICE, WATER FOUNTAIN	1.00	LS	8,000.00	8,000.00	1.00	8,000.00	-	1.00	8,000.00	100%	-
14	VALVE, GATE, 4 INCH	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	-	1.00	3,500.00	100%	-
15	BACKFLOW PREVENTER	1.00	EA	20,000.00	20,000.00	1.00	20,000.00	-	1.00	20,000.00	100%	-
16	METER PIT	1.00	EA	20,000.00	20,000.00	1.00	20,000.00	-	1.00	20,000.00	100%	-
17	PRESSURE REDUCING VALVE	1.00	EA	12,000.00	12,000.00	1.00	12,000.00	-	1.00	12,000.00	100%	-
18	FLUSHING DEVICE (BLOW OFF), 2 INCH	1.00	EA	2,000.00	2,000.00	1.00	2,000.00	-	1.00	2,000.00	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	2,500.00	100%	-
20	TAP FEE	1.00	EA	12,000.00	12,000.00	1.00	12,000.00	-	1.00	12,000.00	100%	-
21	INTAKE, SW-512, 48 INCH	2.00	EA	4,500.00	9,000.00	2.00	9,000.00	-	2.00	9,000.00	100%	-
22	NYLOPLAST DRAIN BASIN, 18 INCH	3.00	EA	2,700.00	8,100.00	3.00	8,100.00	-	3.00	8,100.00	100%	-
23	EXTERNAL DROP CONNECTION	1.00	EA	7,000.00	7,000.00	1.00	7,000.00	-	1.00	7,000.00	100%	-
24	MANHOLE ADJUSTMENT, MINOR	1.00	EA	2,500.00	2,500.00	0.75	1,875.00	1.25	2.00	5,000.00	200%	(2,500.00)
25	MANHOLE ADJUSTMENT, MAJOR	2.00	EA	3,500.00	7,000.00	1.00	3,500.00	-	1.00	3,500.00	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	5,000.00	100%	-
27	REMOVE INTAKE	2.00	EA	750.00	1,500.00	2.00	1,500.00	-	2.00	1,500.00	100%	-
28	PAVEMENT, PCC, 7 INCH	345.00	SY	97.22	33,540.90	174.35	16,950.31	182.10	356.45	34,654.07	103%	(1,113.17)
29	PAVEMENT, PCC, 5 INCH, REINFORCED (SPLASHPAD)	258.00	SY	130.62	33,699.96	198.79	25,965.95	-	198.79	25,965.95	77%	7,734.01
30	PAVEMENT, PCC, 7 INCH, INTEGRAL COLOR	305.00	SY	130.12	39,686.60	202.20	26,310.26	95.80	298.00	38,775.76	98%	910.84
31	CURB AND GUTTER, 2 FT, 7 INCH	45.00	LF	51.60	2,322.00	-	-	54.00	54.00	2,786.40	120%	(464.40)
32	REMOVAL OF SIDEWALK	1,275.00	SY	11.00	14,025.00	1,278.00	14,058.00	-	1,278.00	14,058.00	100%	(33.00)
33	SIDEWALK, PCC, 5 INCH	2,410.00	SY	76.79	185,063.90	2,170.70	166,688.05	(15.99)	2,154.71	165,460.18	89%	19,603.72
34	SIDEWALK, PCC, 6 INCH	175.00	SY	82.26	14,395.50	23.73	1,952.03	282.73	306.46	25,209.40	175%	(10,813.90)
35	PAVEMENT REMOVAL	895.00	SY	11.00	9,845.00	895.00	9,845.00	112.30	1,007.30	11,080.30	113%	(1,235.30)
36	SALVAGE BRICK PAVERS	250.00	SY	30.00	7,500.00	250.00	7,500.00	-	250.00	7,500.00	100%	-

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	**Owner's Project No.:**	
Engineer:	BOLTON & MENK, INC.	**Engineer's Project No.:**	0T6.128908
Contractor:	CALIBER CONCRETE, LLC	**Agency's Project No.:**	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 9 **Application Period:** From 08/29/24 to 10/11/24 **Application Date:** 10/26/2024

A	B	C	D	E	F	F1	F2		G	H	I	J
		Contract Information				Previous Estimate			Work Completed		% of	
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Quantity This App	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	Value of Item (H / F)	Balance to Finish (F - H) ($)
37	CURB AND GUTTER REMOVAL	45.00	LF	9.00	405.00	39.00	351.00	15.00	54.00	486.00	120%	(81.00)
38	PCC EDGE RESTRAINT, FLUSH, 2 FEET	210.00	LF	52.00	10,920.00	206.00	10,712.00	4.00	210.00	10,920.00	100%	-
39	TEMPORARY TRAFFIC CONTROL	1.00	LS	1,000.00	1,000.00	0.65	650.00	0.35	1.00	1,000.00	100%	-
40	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND	1.00	AC	15,000.00	15,000.00	-	-	0.13	0.13	1,950.00	13%	13,050.00
41	SOD	250.00	SQ	100.00	25,000.00	12.20	1,220.00	350.00	362.20	36,220.00	145%	(11,220.00)
42	DECIDUOUS SHRUBS	195.00	EA	77.50	15,112.50	-	-	195.00	195.00	15,112.50	100%	-
43	ORNAMENTAL TREE	18.00	EA	346.50	6,237.00	-	-	18.00	18.00	6,237.00	100%	-
44	PERENNIAL GROUND COVER (1 GAL)	964.00	EA	36.00	34,704.00	-	-	790.00	790.00	28,440.00	82%	6,264.00
45	DECIDUOUS TREE	19.00	EA	517.50	9,832.50	-	-	19.00	19.00	9,832.50	100%	-
46	EVERGREEN TREE	7.00	EA	440.50	3,083.50	-	-	7.00	7.00	3,083.50	100%	-
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	0.65	5,070.00	0.35	1.00	7,800.00	100%	-
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	-	-	1,201.50	1,201.50	12,015.00	90%	1,335.00
55	NON-SKID RUBBERIZED COATING (SPLASHPAD)	1,945.00	SF	13.00	25,285.00	-	-	1,945.00	1,945.00	25,285.00	100%	-
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	36.00	10,800.00	-	36.00	10,800.00	100%	-
58	REINFORCED CAST-IN-PLACE CONCRETE WALL (LEAF SEAT	785.00	CF	38.25	30,026.25	-	-	-	-	-		30,026.25
59	CONCRETE STEPPING PLANKS	7.00	EA	300.00	2,100.00	-	-	7.00	7.00	2,100.00	100%	-
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	0.20	1.00	250,000.00	100%	-
62	SALVAGE & REINSTALL FURNISHINGS	1.00	LS	5,000.00	5,000.00	-	-	1.00	1.00	5,000.00	100%	-
63	PLAYGROUND EQUIPMENT & INSTALLATION	1.00	LS	690,490.00	690,490.00	0.65	448,818.50	0.35	1.00	690,490.00	100%	-
64	FALL ATTENUATION SURFACING, POUR-IN-PLACE	6,825.00	SF	37.09	253,139.25	1,150.00	42,653.50	5,675.00	6,825.00	253,139.25	100%	-
65	FALL ATTENUATION SURFACING, SYNTHETIC TURF	2,000.00	SF	39.96	79,920.00	303.30	12,119.87	1,696.70	2,000.00	79,920.00	100%	-
66	BIKE RACK	8.00	EA	800.00	6,400.00	-	-	8.00	8.00	6,400.00	100%	-
67	BENCH (WOOD)	4.00	EA	2,446.00	9,784.00	-	-	4.00	4.00	9,784.00	100%	-
68	STONE BLOCK BENCH	8.00	EA	1,512.50	12,100.00	8.00	12,100.00	-	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	1.00	55,880.00	100%	-
71	ELECTRICAL IMPROVEMENTS, POLETOP LIGHTS	1.00	LS	112,000.00	112,000.00	1.00	112,000.00	-	1.00	112,000.00	100%	-
72	ELECTRICAL IMPROVEMENTS, BOLLARDS	1.00	LS	47,000.00	47,000.00	1.00	47,000.00	-	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

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	**Owner's Project No.:**	
Engineer:	BOLTON & MENK, INC.	**Engineer's Project No.:**	0T6.128908
Contractor:	CALIBER CONCRETE, LLC	**Agency's Project No.:**	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 9 **Application Period:** From 08/29/24 to 10/11/24 **Application Date:** 10/26/2024

A	B	C	D	E	F	F1	F2		G	H	I	J
		Contract Information				Previous Estimate			Work Completed		% of	
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Quantity This App	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	Value of Item (H / F)	Balance to Finish (F - H) ($)
A1	PAVEMENT, PCC, 7 INCH	227.00	SY	87.98	19,971.46	227.00	19,971.46	-	227.00	19,971.46	100%	-
A2	CURB AND GUTTER, 2 FT, 7 INCH	64.00	LF	51.60	3,302.40	64.00	3,302.40	-	64.00	3,302.40	100%	-
A3	PAVEMENT REMOVAL	155.00	SY	11.00	1,705.00	155.00	1,705.00	-	155.00	1,705.00	100%	-
A4	CURB AND GUTTER REMOVAL	64.00	LF	9.00	576.00	80.50	724.50	-	80.50	724.50	126%	(148.50)
B1	SPLASH PAD OVERHEAD STRUCTURES	3.00	EA	39,424.00	118,272.00	3.00	118,272.00	-	3.00	118,272.00	100%	-
C1	CAST STONE CUSTOM WALLS (LEAF SEAT WALLS)	599.00	CF	78.50	47,021.50	599.00	47,021.50	-	599.00	47,021.50	100%	-
D1	IRRIGATION MODIFY AND EXTEND	1.00	LS	51,112.00	51,112.00	-	-	1.00	1.00	51,112.00	100%	-
E1	CHAIN LINK FENCE, GALVANIZED, 6'	87.00	LF	52.00	4,524.00	-	-	-	-	-		4,524.00
		-	-	-	-			-		-		-
				Original Contract Totals	**$ 2,855,049.72**		**$ 1,864,855.59**			**$ 2,747,497.92**	**96.0%**	**$ 107,551.80**
					Change Orders							
CO1	CLEARING AND GRUBBING, TREE STUMP	1.00	LS	500.00	500.00	1.00	500.00	-	1.00	500.00	100%	-
CO2	CLEARING AND GRUBBING, TREES	1.00	LS	500.00	500.00	1.00	500.00	-	1.00	500.00	100%	-
1	CLEARING AND GRUBBING	1.00	LS	4,500.00	4,500.00	1.00	4,500.00	-	1.00	4,500.00	100%	-
2	TOPSOIL, COMPOST AMENDED	35.00	CY	90.00	3,150.00	-	-	35.00	35.00	3,150.00	100%	-
3	EXCAVATION, CLASS 10	50.00	CY	50.00	2,500.00	50.00	2,500.00	-	50.00	2,500.00	100%	-
28	PAVEMENT, PCC, 7 INCH	435.00	SY	109.86	47,789.10	300.90	33,056.87	126.00	426.90	46,899.23	98%	889.87
30	PAVEMENT, PCC, 7 INCH, COLORED	455.00	SY	141.11	64,205.05	173.10	24,426.14	274.27	447.37	63,128.38	98%	1,076.67
31	CURB AND GUTTER, 2 FT, 7 INCH	285.00	LF	51.60	14,706.00	-	-	276.00	276.00	14,241.60	97%	464.40
32	REMOVAL OF SIDEWALK	715.00	SY	11.00	7,865.00	715.00	7,865.00	-	715.00	7,865.00	100%	-
33	SIDEWALK, PCC, 5 INCH	105.00	SY	76.79	8,062.95	28.20	2,165.48	92.60	120.80	9,276.23	115%	(1,213.28)
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	-	-	313.00	313.00	2,817.00	100%	-
39	TEMPORARY TRAFFIC CONTROL	1.00	LS	6,400.00	6,400.00	1.00	6,400.00	-	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	-	-	47.00	47.00	3,642.50	100%	-
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	-	-	11.00	11.00	5,692.50	100%	-
46	EVERGREEN TREE	1.00	EA	440.50	440.50	-	-	1.00	1.00	440.50	100%	-
47	SWPPP PREPARATION	1.00	LS	500.00	500.00	1.00	500.00	-	1.00	500.00	100%	-
49	FILTER SOCK, 8"	600.00	LF	3.25	1,950.00	550.00	1,787.50	-	550.00	1,787.50	92%	162.50
51	MOBILIZATION	1.00	LS	8,623.00	8,623.00	1.00	8,623.00	-	1.00	8,623.00	100%	-
54	CONCRETE SURFACE STAIN	90.00	SF	10.00	900.00	-	-	90.00	90.00	900.00	100%	-
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	15,375.40	-	295.00	15,375.40	100%	-

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	CITY OF WINDSOR HEIGHTS, IOWA	**Owner's Project No.:**	
Engineer:	BOLTON & MENK, INC.	**Engineer's Project No.:**	0T6.128908
Contractor:	CALIBER CONCRETE, LLC	**Agency's Project No.:**	
Project:	2023 COLBY PARK IMPROVEMENTS		
Contract:			

Application No.: 9 **Application Period:** From 08/29/24 to 10/11/24 **Application Date:** 10/26/2024

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		Contract Information				Previous Estimate			Work Completed		% of	
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Quantity This App	Estimated Quantity Incorporated in	Value of Work Completed to Date (E X G)	Value of Item (H / F)	Balance to Finish (F - H) ($)
80	ELECTRICAL IMPROVEMENTS	1.00	LS	102,055.00	102,055.00	0.40	40,822.00	0.60	1.00	102,055.00	100%	-
81	TURF MOUND PLAYGROUND EQUIPMENT MODIFICATIONS	1.00	LS	1,375.00	1,375.00	-	-	1.00	1.00	1,375.00	100%	-
82	IRRIGATION QUICK CONNECT	1.00	LS	1,100.00	1,100.00	-	-	-		-		1,100.00
83	LOWERING ELECTRICAL CONDUIT	1.00	LS	1,425.26	1,425.26	-	-	1.00	1.00	1,425.26	100%	-
84	FOOD TRUCK ELECTRICAL IMPROVEMENTS	1.00	LS	41,227.78	41,227.78	-	-	1.00	1.00	41,227.78	100%	-
85	FOOD TRUCK CATENARY POLES	1.00	LS	40,341.38	40,341.38	-	-	-		-		40,341.38
				Change Order Totals	**$ 386,018.24**		**$ 149,021.39**			**$ 344,821.88**	**89%**	**$ 41,196.36**
				Original Contract and Change Orders								
				Project Totals	**$ 3,241,067.96**		**$ 2,013,876.98**			**$ 3,092,319.80**	**95.4%**	**$ 148,748.16**

EJCDC C-620 Contractor's Application for Payment
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STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Resolution No. 2024-62 - A Resolution Appointing Public Works Director

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2024-62 - A Resolution Appointing Public Works Director

RESOLUTION NO. 2024-62

A RESOLUTION APPOINTING PUBLIC WORKS DIRECTOR

WHEREAS, the City of Windsor Heights maintains a Public Works Director position to direct the administration of Public Works, and;

WHEREAS, Jason Roberts has made the decision to step down as Public Works Director for personal reasons and;

WHEREAS, Andy Larson has worked as the Public Works Supervisor and demonstrated the knowledge and skill to be the next Public Works Director, and;

WHEREAS, per the city code the council shall appoint the Public Works Director as recommended by the City Administrator, and

WHEREAS, City Administrator Adam Plagge has recommended the discharge Jason Roberts as Public Works Director, who will stay on as the Public Works Superintendent at a salary of $86,000, and the appointment of Andy Larson as Public Works Director at a salary of $95,315 effective 21st day of October, 2024.

NOW THEREFORE BE IT RESOLVED by the City of Windsor Heights City Council, that it hereby accepts the discharge of Jason Roberts as Public Works Director and appoints Andy Larson to the position of Public Works Director for the City of Windsor Heights.

Passed and approved this 21st day of October, 2024.

_____
Mike Jones, Mayor

Attest: _____
Adam Strait, City Clerk

STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

FROM: Mike Jones, Mayor

SUBJECT: Approve First Responders Day Proclamation

GENERAL INFORMATION

ATTACHMENTS
1. First Responders Day

PROCLAMATION

WHEREAS, the 115th United States Congress designated October 28th as National First Responders Day in 2017. This resolution honored first responders, both career and volunteer, including law enforcement, firefighters, dispatchers, emergency medical services (EMS), public health personnel, search and rescue teams and others who are often the first to arrive on the scene of an emergency; and

WHEREAS, Windsor Heights residents are proudly served by first responders from the Windsor Heights Police Department, Windsor Heights Fire Department, and Westcom Emergency Communications; and

WHEREAS, these first responders are a vital part of our community, whose skills have saved lives and who often risk their lives and safety in the performance of their duties to protect our citizens; and

WHEREAS, these first responders are called with little notice and do so without hesitation when the call of duty arises, and demonstrate their bravery daily; and

WHEREAS, the sacrifices that first responders and their families make, have a vital and positive impact on our residents and the Des Moines Metro.

NOW, THEREFORE, I, Mike Jones, Mayor of Windsor Heights, do hereby proclaim October 28th, 2024 as:

FIRST RESPONDERS DAY

in the City of Windsor Heights and encourage our citizens to celebrate the service and sacrifice of the first responders who work to make our City the best small city in the Metro.

STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

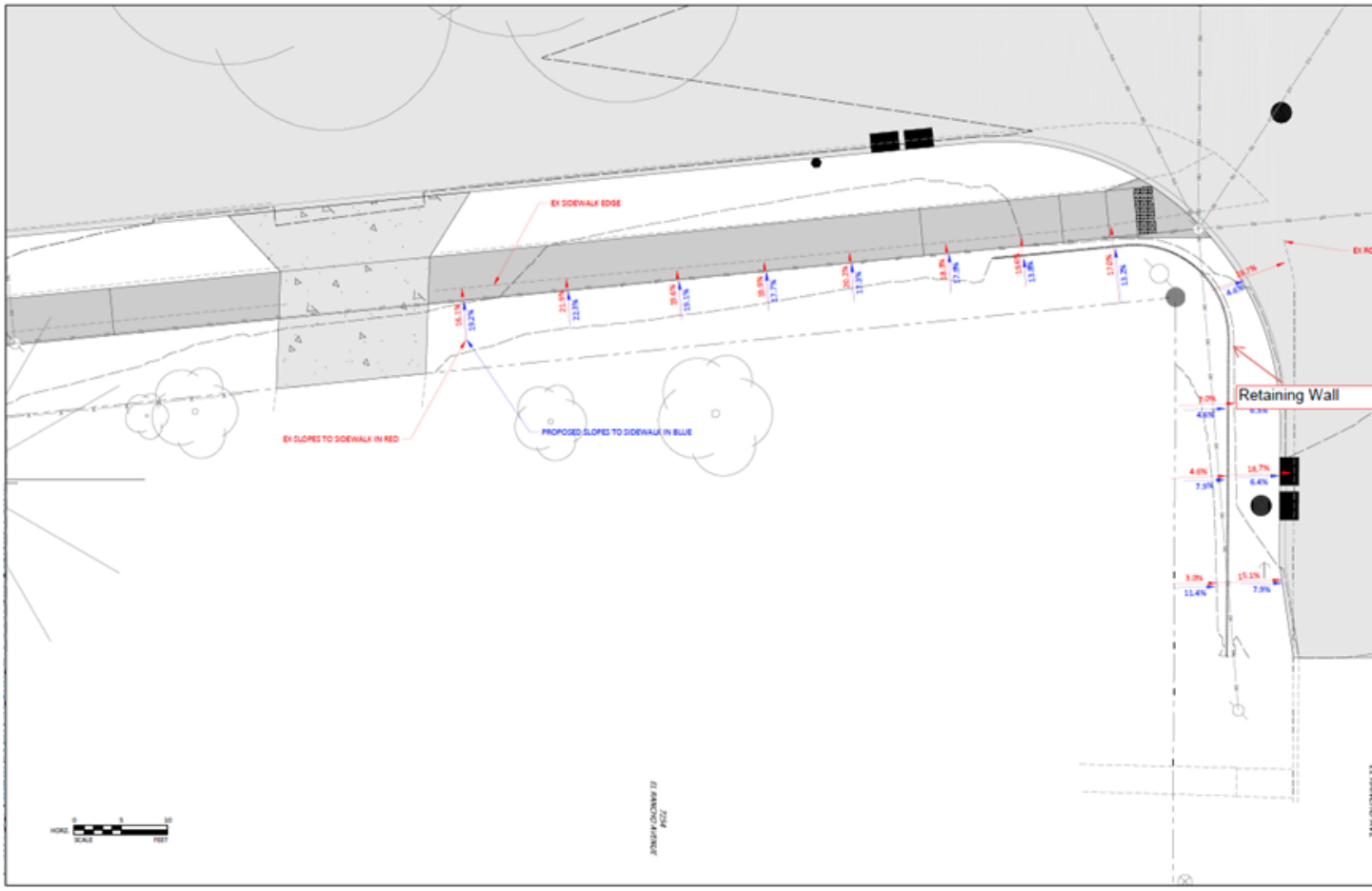
FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of a Retaining Wall at 7254 El Rancho

GENERAL INFORMATION

On Oct 7th, Council discussed a request by the owner of 7254 El Rancho for the City to provide $1,500 worth of retaining wall materials for the property owner to extend the planned city constructed retaining wall at the corner of 73rd and El Rancho south to their driveway. There was interest by the Mayor and Council to see the area in question in person. An image of the current area is also included below, but due to active construction it is hard to make sense of. BMI put together a graphic showing the existing and previous slopes off the sidewalk, which grows from 4ft to 5ft in width, as well as the configuration of the planned corner retaining.

It was also requested staff provide feedback on the appropriate alternative funding source for the requested $1,500 worth of retaining wall block. Administration has discussed with Finance and the best alternative funding source would be Road Use Tax dollars.


EX SIDEWALK EDGE
EX SLOPES TO SIDEWALK IN RED
PROPOSED SLOPES TO SIDEWALK IN BLUE
Retaining Wall

Area along 73rd St. where property owner proposed self-installed retaining wall.

Previous Condition

ATTACHMENTS

None

STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

FROM: Jim Mease

SUBJECT: Consideration of Resolution 2024-64 - A Resolution Approving The Creation Of Fire Department Lieutenant

GENERAL INFORMATION

Purpose:

In assessing the strengths and weaknesses of the fire department, structure and formal leadership have been at the forefront of concerns of both line staff and the Fire Chief. An additional career officer position is recommended to alleviate these concerns. It is proposed that the City of Windsor Heights leadership consider a new full-time Lieutenant position. This position would not add additional staffing but would instead promote a current full-time staff member that would work a 48/96 schedule. It is recommended that if the Council approves the new Lieutenant position, the existing full-time position remain vacant and unfunded at this time.

Benefits and Organizational Needs:

- Minimal financial impact to current base salary due to Roe Consulting now contracted to submit GEMT.
- Promotional opportunity for fire department staff, aiding in retention efforts.
- Broader range of coverage for major incidents within the City of Windsor Heights.
- Aids in efforts to also have part-time Lieutenant positions. At this time, it would be difficult to incorporate part-time officer positions without alienating our current FT employees.
- Ability to allocate administrative level tasks currently performed by the Fire Chief.
- Allows for formal leadership in absence of the Fire Chief.
- Greater opportunity for in-house succession planning.

Disadvantages:

- The current full-time pool is limited to six staff members.

- Any promoted full-time employee would remain on a 48/96 schedule and would not have consistent direct oversight of some subordinates.
- Any promoted employee would be required to conduct additional leadership training annually.
- Assistance from the city attorney would be needed to assist in navigating the process.
- Position may eliminate a current union position if a salary-based position is chosen.

Cost Analysis

- After reviewing metro area pay scales, it was found that the average promotional salary increase for this type of position would be 10% to 15%. It would be my recommendation that the current salary increase be 12% of the current Union contract to remain competitive.
- Overall salary increase will be $7,703 to $9,184, depending on pay scale assignment.
- The cost associated with consultation with Public Consulting Group was $14,695.32, based on 9% of GEMT revenue. Roe Consulting charges a flat rate of $4,500 for this service.
- Although early in the current GEMT process, Roe Consulting has advised that we can anticipate seeing a slight increase per claim with GEMT revenue.
- It is my recommendation that this position remain hourly as a salary-based position is not conducive to 24/48 or 48/96 shift schedule.

Preliminary Review

- The Public Safety Committee meeting discussion was met with positive feedback with the recommendation to move forward with presenting to the Personnel and Finance Committee.
- The Personnel and Finance Committee meeting received mixed feedback with the recommendation to move forward with presenting to City Council.
- Position should be posted for a minimum of 10 days to ensure compliance with Veterans Preference.

ATTACHMENTS

1. Resolution No. 2024-64 - A Resolution Approving Job Description for FD Lieutenant
2. Resolution No. 2024-64 - A Resolution Approving Job Description for FD Lieutenant EXHIBIT A

RESOLUTION NO. 2024-64

A Resolution Approving The Creation Of Fire Department Lieutenant

WHEREAS, the City of Windsor Heights is a duly organized Municipal Organization; and

WHEREAS, the Fire Chief proposes the creation of a Lieutenant (SEE EXHIBIT A: FIRE DEPARTMENT LIEUTENANT JOB DESCRIPTION); and

WHEREAS, the Lieutenant position will supplement a current paramedic or an EMT position; and

WHEREAS, City Administration supports the job description.

NOW THEREFORE BE IT RESOLVED by the City of Windsor Heights City Council, that it hereby approves the creation of Fire Department, Lieutenant position.

Passed and approved this 21st day of October, 2024.

_____
Mike Jones, Mayor

Attest:

_____
Adam Strait, City Clerk

WINDSOR HEIGHTS FIRE DEPARTMENT

JOB DESCRIPTION

Title:	Lieutenant, Internal Hiring	**Effective Date:**	TBD
Division:	Fire/EMS	**Approved By:**	Chief Mease
FLSA Class:	Non-Exempt		

Salary Range: $72,148.70 to $85,783.10

JOB DESCRIPTION SUMMARY

Under the direction of the Fire Chief, the Lieutenant position supervises assigned employees and operations at scenes of fires, disasters or other emergency incidents; directly participates in protecting life and property through controlling, extinguishing and preventing fires; provides emergency medical services; ensures proper completion of day-to-day maintenance of apparatus, equipment and facilities by their assigned staff; responds to man-made and natural disasters. In emergency situations, performs hazardous tasks requiring strenuous physical exertion for extended periods of time in cramped surroundings, hot, smoky environments with limited visibility, and at considerable heights.

The Lieutenant position also consults with the Fire Chief regarding day-to-day operations, emergency operations, personnel issues, apparatus, equipment, etc. and is responsible for technical training, inspection activities, and non-emergency and administrative activities for their assigned staff in accordance with established District policies, procedures, and programs.

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ESSENTIAL FUNCTIONS

Essential functions will vary according to the work environment and may include, but are not limited to, the following:

SUPERVISES ASSIGNED EMPLOYEES:
Directly supervises assigned employees by applying City and Fire Department policies and procedures. Supervises emergency operations and makes technical decisions as to best methods, equipment, techniques and procedures to effect mitigation until relieved by superior officer. Maintains discipline through administration of adopted policies and procedures, including issuing discipline to the level authorized in policy, and makes effective recommendations to the Fire Chief on other related personnel actions. Directs assigned employees on daily tasks and assignments.

DRIVES AND OPERATES APPARATUS:
Assures safe driving practices and policies are followed by employees. Shall be trained, certified and occasionally assigned to drive emergency vehicles or operate large vehicles (for example: Engine and Rescue) under adverse and stressful conditions. Safely operates complex mechanical equipment (for example: Pump Operation) on specialized vehicles. Ensures vehicle and equipment system basic maintenance requirements are met.

RESPONDS TO MEDICAL EMERGENCIES AND RESCUES:
Determines need for and type of equipment and personnel appropriate to the situation and dispatches in a timely manner, making appropriate decisions and acting deliberately in emergency scenarios. Delivers safe medical care and treatment based on the individual needs of the patient and in accordance with Windsor Heights Fire Department policies and procedures. Delivers compassionate care and treatment of sick or injured individuals of a diverse community, suffering from non-urgent to life-threatening problems, frequently under unfavorable conditions. Effectively applies technical nowledge to complex problem assessment and solving to rescue persons or property, under diverse, and often stressful, circumstances.

PERFORMS SUPPRESSION ACTIVITIES:
Directs assigned employees and performs extremely strenuous physical work while wearing self-contained breathing apparatus (SCBA), under some of the following conditions:

- Selects and deploys various hose lines and nozzles up to 5 inches in diameter to be used to direct water or chemicals onto fire;
- Carries, positions, climbs and works from ladders and other high areas under adverse conditions;
- Removes injured or incapacitated victims from danger and administer first aid as required;
- Uses power tools, and other mechanical equipment, to breech doors, walls roofs or floors, for various reasons;
- Communicates clearly and concisely using electronic devices and equipment. This includes the ability to do so while wearing personal protective equipment (PPE) and SCBA under adverse conditions such as high background noise, poor visibility, and drenching from hose lines and/or fixed protection systems (sprinklers);
- Assures employees work in a safe manner at all times, in accordance with state regulations and District policies and procedures.

CONTINUOUSLY PARTICIPATES IN INITIAL AND ONGOING TRAINING:
Prepares, conducts, and participates in training as required to meet Local, State and Federally recognized and accepted standards, which may include classroom instruction, creating lesson plans, practical and hands-on instruction, evaluations of assigned individuals or group, examinations and certification in a variety of areas, and physical fitness training. Remain current on fire service principles and practices.

ACTIVELY PARTICIPATES IN FIRE PREVENTION / PUBLIC EDUCATION / PUBLIC RELATIONS ACTIVITIES:
Following Fire Department policies and procedures, projects a professional public image. Coordinates and participates in public education and relations activities. Positively interacts with a diverse population, including children. Treats all persons respectfully, including fellow employees. Directs and participates in inspections of buildings/structures and other fire prevention activities as assigned.

COMPLETES REPORTS AND RECORD KEEPING:
Completes and processes forms, writes incident reports, completes daily task list and other documents. Accurately enters electronic data.

KNOWLEDGE, SKILLS, ABILITIES

Knowledge of:

- Current methods, principles, techniques and practices applied to firefighting, fire behavior, hydraulics, fire inspection, natural or man-made disasters, operation and maintenance of firefighting equipment and working knowledge of fire extinguishing systems, fire prevention methods and fire safety and related fields;
- Principles and practices of first aid including EMS training;

DRAFT

- Traffic laws, ordinance and regulations involving equipment operation and extensive knowledge of Federal, State, and Local regulations, procedures and fire codes;
- Hazards of chemical properties of a variety of materials and ability to recognize environmental and workplace hazards, and implement safeguards to prevent accident or injury to employees or damage to City facilities and/or equipment;
- Current computer applications utilized by the Fire Department and utilize applications to perform and complete tasks and/or requirements of the job and ability to learn and apply new technologies and skills;
- Business letter writing, basic report preparation, and principles and procedures of record keeping;
- Modern office procedures, methods and equipment.

Skill in:

- Effectively handle difficult or sensitive issues, using professionalism and an understanding of organizational culture;
- Interacting with others using tact, patience and courtesy;
- Using interpersonal and problem solving skills, including anticipating, analyzing, diagnosing and resolving problems;
- Using initiative and independent judgment within established guidelines;
- Delivering effective instructor-led training, both formal and informal, to various audiences and ability to effectively present information to moderate size groups.

Ability to:

- Understand, interpret and apply documents such as operating instructions, applicable policies, procedures, fire codes, adopted ordinances and safety rules;
- Perform current EMS policies and procedures;
- Maintain confidentiality;
- Learn and possess working knowledge of geography and street locations of response areas;
- Perform under considerable stress while confronted with emergency situations related to the job of a Lieutenant;
- Plan, assign, supervise, and review the work of assigned staff;
- Maintain and establish effective and cooperative working relationships with all employees, public and public officials and to work effectively in a team environment;
- Adapt to changes in the work environment and to shifts in organizational philosophy and expectations;
- Conduct oneself in a professional manner as defined by City policy;
- Carry out special and general assignments requiring organization and development of procedures without direct supervision;
- Effectively present information to moderate size groups;
- Complete comprehensive work assignments and meet deadlines;
- Communicate in English clearly, concisely, and effectively, both orally and in writing;
- Add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals;
- Compute the friction loss and fire flows required for producing proper water flows during pumping operations.

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SUPERVISORY RESPONSIBILITIES

This position supervises assigned employees in training, on assigned shifts, special events, and at the scenes of fires, disasters, or other emergency incidents. This position requires the use of independent judgment to be used in hiring, transferring, suspending, assigning, rewarding, disciplining, directing, and adjusting employee grievances.

EDUCATION/EXPERIENCE

- A high school diploma or equivalent is required; Associate degree in Fire Science or related field preferred.
- 5 years full-time firefighter experience including at least 2 years of supervisory experience in the emergency services.
- Upon promotion, Lieutenants must complete a minimum of 40 hours of professional development training annually, as assigned by the Fire Chief.

CERTIFICATES AND LICENSES

- A valid State of Iowa Driver's License is required.
- State of Iowa Emergency Medical Technician (EMT) certification or higher is required.
- Fire Instructor I and Fire Officer 1certification is required within 2 years of hire.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job (includes functions as described in NFPA 1982). Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, an employee is regularly required to talk and hear; use hands or fingers to handle and feel; seldom use of the telephone and computer; requires manual dexterity and visual acuity to operate firefighting equipment frequently and a computer or other standard office equipment seldom. Employee may sit occasionally but will also need mobility and ability to stand and walk continuously for long periods of time.

This position will require the employee to perform strenuous work for extended periods of time, while performing some or all of the following:

- Wear a respirator (SCBA);
- Climb six (6) or more flights of stairs while wearing fire protective ensemble weighing at least 50 lbs. or more while carrying equipment/tools, typically weighing an additional 20lbs. to 40 lbs.;
- Perform expected duties while wearing fire protective ensemble that is encapsulating and insulated and will result in significant fluid loss that frequently progresses to clinical dehydration which can elevate core temperature to levels exceeding 102.2°F (39°C);
- Search, locate, rescue-drag, and carry victims ranging from newborn to adult weighing over 200 lbs. to safety despite hazardous conditions and low visibility;
- Work in unpredictable emergency situations for prolonged periods of physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medication(s), or hydration;

DRAFT

- Work in dark, confined, disorienting spaces; work in overheated environments; work under adverse and stressful conditions.

WORK ENVIROMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The work area will encompass a wide variety of settings including: administrative duties in an office setting; regular exposure to outside weather conditions and could include emergency locations above or underground and in and/or around water, hazardous traffic areas and under unfavorable or unsanitary conditions which may include burning debris, falling structures, biohazards, air and blood-borne pathogens; confined spaces; commercial and residential structures, etc. Employees are regularly exposed to wet and humid conditions, fumes, airborne particles, toxic or caustic chemicals, extreme heat and risk of electrical shock. Employees may find themselves in hostile or psychologically demanding environments, involving emotional or psychological stress. The noise level in the work environment is usually moderate but may reach extremes where hearing protection is required. Work is usually performed during 48-hour shifts and work may be assigned to a standard 40-hour work week.

SPECIAL REQUIREMENTS

- Requires ability to perform administrative tasks and duties as assigned by the Fire Chief.
- Required to be in charge of all Fire Department activities in the absence of the Fire Chief.

DRAFT

STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Discussion on 68th St. South Reconstruction

GENERAL INFORMATION

Follow-up on 68th St. South reconstruction discussion from the October 7th City Council Meeting.

Accessibility

Currently two responses have been received back from the letters sent to all residents on 68th St. south of University Ave. asking them to contact the city if there are special access accommodations they would like to discuss. Both meetings are scheduled but have not yet been held.

Engineering and Administration have continued to inquire with other communities and road contractors about best practices to help mitigate access issues for resident with special accessibility needs during road reconstruction projects. These discussions have not bore any fruit.

Administration has obtained a quote from Great Mats for a set of interconnecting ½" thick 4'x8' textured rubber mats that could be laid adjacent to the road in areas where there are particular accessibility concerns. Other areas along reconstructed sections would have gravel walkways on both sides of the street. The cost is

approximately $300 a mat with an estimated need for 30-40 mats to get residents with special accessibility needs on 68th St. from their driveway to the end of the active reconstruction phase. If City Council would like to experiment with use of these mats on the 68th St. project, Administration recommends purchasing the mats from the 68Th St. reconstruction project budget and including in the reconstruction contract that the contractor grade, lay the mats and maintain a clear walkway, unless active work is underway within the walkway. If the mats are successful, they will be stored at the Public Works facility for future use on other reconstruction projects.

Subject to positive Council feedback, Administration will make the estimated $11,000 purchase.

Temporary Easement Acquisition

Administrator has provided a tentative offer to 1110 68th St. for a temporary easement and is awaiting a response.

ATTACHMENTS

None

STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of ATE Engagement Letter and Terms

GENERAL INFORMATION

ATTACHMENTS

1. 2024-10-10 Engagement Letter & Terms to City of Windsor Heights

Dentons Davis Brown PC
The Davis Brown Tower
215 10th Street, Suite 1300
Des Moines, IA 50309
United States
dentons.com

City of Windsor Heights, Iowa
2245 66th St, Suite 1
Windsor Heights, Iowa 50324
C/O Erin Clanton, City Attorney

October 10, 2024

Re: Engagement Letter
Alesha Smith v. City of Windsor Heights, Polk County Case No. CVCV059435

Dear Erin:

As you are aware, Iowa Communities Assurance Pool recently concluded that it will no longer provide a defense for the City of Windsor Heights, Iowa in the above referenced matter. It is our understanding that that City now wishes to directly engage Dentons Davis Brown PC to continue to represent the City.

Our Client. The purpose of this Engagement Letter, as well as the associated Terms of Business (the "**Terms**"), is to set forth the Engagement Agreement by which Dentons Davis Brown PC will represent City of Windsor Heights, Iowa.

Scope of Representation. We have agreed to provide legal services in connection with defending the lawsuit in relation to speed cameras titled *Alesha Smith v. City of Windsor Heights*, Polk County Case No. CVCV059435, and working towards a negotiated settlement (the "**Matter**"), as well as incidental matters, such as responding to audit letter requests.

Terms of Business. Attached is a copy of our Terms.

Our Team and Charges. Our fees will be based on the time devoted to the representation, and the billing rates charged by each timekeeper. Currently, our standard hourly charges range from $245 to $530 per hour depending on the lawyer's or professional's experience. I will be principally responsible for the Matter along with Katelynn McCollough. We have agreed to the following negotiated billing rates: $300 per hour for shareholders, $250 per hour for associates, and $115 per hour for paralegals. In addition to our fees, we may incur certain costs in connection with the Matter that you will be responsible for. Additional information on these costs is contained in the Terms.

Conflicts. Our Terms include provisions regarding conflicts.

Please indicate your agreement to the Engagement Letter and Terms by executing a copy of this Engagement Letter in the space provided below and returning it. A facsimile or scanned copy delivered via email are as acceptable as an original. We appreciate prompt receipt of an executed copy, but will commence work based on the understandings contained in this letter prior to our receipt of your signature. Of course, please contact me if you have any questions about anything

in this Engagement Letter or the Terms, or with respect to any aspect of our representation of you.

Very truly yours,

Michael C. Richards
Attorney
Dentons Davis Brown PC

Agreement and Acceptance

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Engagement Letter and the Terms. The undersigned further agrees and accepts these provisions, including, but not limited to, all disclosures regarding conflicts of interest, and hereby waives any conflict or potential conflict of interest as set forth therein.

City of Windsor Heights, Iowa

_____

By: Erin Clanton
Its: City Attorney for City of Windsor Heights, Iowa

Terms of Business

Dentons Davis Brown PC

January 2024

Welcome to Dentons.

Dentons and You

1. The accompanying Engagement Letter (“Letter”) identifies our only client(s) in this matter ("you" and "your"), as well as any specific limitations on those that may instruct us, and the scope of our representation of you. Except as provided in the Letter, we do not represent any other persons or entities, including any of your owners, subsidiaries, or other affiliates. Our advice and work are provided solely for the benefit of our client(s) identified in the Letter which, together with these Terms, form our Engagement Agreement (“Agreement”) with you, and applies as soon as we start acting on your instruction, regardless of when and whether you sign the Letter.

2. The partners of Dentons Davis Brown PC also are partners of Dentons United States LLP, which is the US Region member of Dentons Group (a Swiss Verein), whose members and their respective subsidiaries, affiliates and related entities (each, a “Dentons Legal Practice,” and, collectively, "Dentons”) provide legal and related services around the world. The identity of each Dentons Legal Practice providing legal services in a particular location may be found at dentons.com/legal-notices.

3. The Agreement is between you and the specific Dentons Legal Practice named in the Letter only ("we", "us", or "our") and not with any other Dentons Legal Practice; any individual partner, employee, or agent; or any other Dentons entity.

4. Other Dentons Legal Practices outside the US Region represent clients, including entities and individuals that may enter into transactions or have disputes with you or your related entities. Unless otherwise agreed in writing, you agree that Dentons' representations in other countries do not conflict with our representation of you in this country, and that you will not assert that Dentons Legal Practices in other countries are precluded from representing those entities and individuals.

5. We may involve different Dentons Legal Practices, within or outside the US Region, or others to help with your matter. Unless we state otherwise, we will do so by subcontract and we will remain responsible for reporting to you and invoicing for all the work performed on the matter. In such circumstances, you agree to your data and documents being disclosed and that we may pay or apportion part of our fees and costs for the work in a manner that may be considered a referral fee in some jurisdictions.

Our Working Relationship

6. Effective representation requires open and honest communication throughout our relationship. We need you to give clear and timely instructions, provide relevant information and documents, and make yourself available for consultation.

7. Generally, communications between a lawyer and client regarding legal advice are privileged and confidential. You may jeopardize these protections by disclosing our communications to others. You agree we are under no duty to disclose to you or use any information that is confidential to another client or any other person.

8. We may communicate with you through various forms of electronic communications. While we take great care to protect our communications from unauthorized access, viruses and other associated risks, we

cannot guarantee their safety and security. We recommend that you use secure platforms for communication and collaboration with us, and we discourage use of unsecure third-party services. Where you choose to use such services, you accept the risks of unauthorized access and indemnify and hold us harmless if the security of such communications are breached.

9. You should carefully check for any insurance policies that might relate to the work we do for you, and notify your insurers promptly to protect your rights. Unless you provide copies of these policies to us and we commit to advise on them in the Letter, you agree we are not responsible for advising you about the existence or applicability of any insurance coverage.

Advance Clearance of Conflicts

10. We represent a wide variety of entities and individuals, some of whom may be in your sector or industry or, for instance, may be your borrowers, investors, shareholders, creditors, or other parties with interests in a business transaction (*e.g.*, mergers and acquisitions, financings, investments and negotiation of commercial agreements), litigation, bankruptcy, insolvency, administrative or regulatory proceedings, lobbying or other matters, which may conflict with yours. As a condition of our representation of you, you agree that, without further consent or notice, we may represent other clients in such matters, and you will not seek to disqualify us from such matters, even if they are directly adverse to you, as long as: (1) those matters are not substantially related to our representation of you; (2) we screen our lawyers and professionals who have your confidential information that may be relevant to such matters from any involvement in the adverse representation; and (3) we conclude that such other representation will not conflict with our professional responsibilities to you. Of course, we will not use any confidential information received from you in any way inconsistent with our professional responsibilities. By signing the Letter, you consent that we may be adverse to you on behalf of other clients as described herein, and acknowledge that you had the opportunity to seek the advice of independent counsel. If this waiver is not effective for any reason, you agree that we may withdraw from our representation of you and you will not oppose such withdrawal. In such event, you would need to retain new counsel at your expense.

Fees and Costs

11. Our billing rates are set out in the Letter, but may be adjusted from time to time. You will be charged the rates in effect at the time services are performed.

12. We may charge and you agree to pay for costs including travel, delivery services, imaging, printing, court fees, auditing and assurance services, and other expenses. For items we purchase in bulk or through fixed fee arrangements, such as computerized research, technology and support services, we will charge you a rate reasonably apportioned to you. You agree to pay costs to any third parties retained by us on your behalf, including experts, consultants and local counsel. In some circumstances, we may advance costs on your behalf and you agree to reimburse us within 30 days. We may not hold originals of receipts for costs, which may be available only in electronic form.

13. Any estimate creates neither a floor nor a ceiling on your obligation to pay. Actual fees and costs may deviate significantly. We undertake no obligation to update a prior estimate.

14. Our fees and costs, as well as those from any other Dentons Legal Practice or third parties, exclude any sales, services, use, excise, transfer, value-added or similar taxes. Those taxes will be included in our invoices and are payable by you. If you or another payor is required to make any deduction when paying our invoices, you must increase the overall payment so that we receive a net sum equal to our full invoiced amount.

15. Our policy is to bill monthly, except that we reserve the right to issue an interim bill and to change the frequency of billing and the time for payment. If you disagree with any invoice, please contact us immediately; otherwise we will understand that the invoice is agreeable to you. Our invoices are payable when delivered on the terms set forth therein, and you remain responsible for paying them even if you have an arrangement with a third party payor for payment. If full payment is not received when due, we reserve the right to suspend services, terminate our representation, withdraw, charge reasonable interest, and hold you responsible for any collection costs, including reasonable attorneys' fees.

16. In adversarial proceedings, you agree that as of 90 days

before any scheduled trial or arbitration date (or a later time that we may make such request), all fees and costs incurred up to that point will be paid and you will either provide us with a deposit (or augment any existing deposit) or make another satisfactory arrangement to ensure payment of all fees and costs estimated to be incurred from that point through the end of trial or arbitration.

Privacy and Data Protection

17. Anti-money laundering, anti-bribery, antiterrorist and similar laws require compliance with client identification, verification, and other rules. We may not be able to represent you until we have all the information we need for these purposes.

18. Dentons is committed to ensuring the privacy and confidentiality of personal data disclosed to us in the course of our work for you. We will handle personal data you send to us about you, your employees, agents, contractors or other individuals in accordance with data protection and privacy standards equivalent to or higher than those required by law. We may transfer such data between locations in order to provide legal services to you.

19. Where we process personal data as provided above we do so as a data controller and we ultimately take responsibility for carrying out the data processing in compliance with applicable data protection and privacy laws. An overview of the categories of personal data we collect and how we use it is provided in the Privacy Policy that you may find at www.dentons.com/en/privacy-policy. You confirm to us that, to the extent reasonable, you will communicate this Privacy Policy to any individuals whose personal data you provide to us. Any personal data supplied by us to you about our employees and/or any other individuals may only be used for the expressed purposes for which that information is provided to you.

Financial Crime and Regulations

20. Under the Corporate Transparency Act (and similar state laws), certain corporations, limited liability companies and other entities may be required to file reports with the government concerning their beneficial owners and other related information regarding the entity. While this reporting obligation may apply either to you (as an existing entity) or to an entity formed or qualified to do business in the United States in connection with our representation of you, you agree that we will have no obligation to prepare or file such reports on your behalf unless we specifically agree to do so in writing. In addition, we shall have no obligation to update any such reports, even if we agreed to file the initial report, unless we specifically agree to do so in writing. If we agree to update the required report, you will remain responsible for promptly informing us of any changes that require updated reporting. If we agree to file reports on your behalf, you represent that all information you provide to us for filing shall be accurate in all respects and you acknowledge that we will have no obligation to verify such information independently.

21. We do not tolerate bribery or corruption. In some jurisdictions, the law may require reporting of knowledge or suspicion that certain criminal offenses have been committed, regardless of whether a client or third party committed the offence. In these circumstances, we may not be able to discuss these reports with you because of those restrictions and we may have to stop acting for you. You agree that Dentons is not responsible for any adverse impact you may suffer as a result of compliance with these laws and regulations.

22. Our anti-money laundering, anti-bribery, anti-terrorism and sanctions policies may require us to carry out due diligence on our clients and, where applicable, anyone who instructs us on the client's behalf, and review that due diligence on an ongoing basis. These policies are in compliance with the various laws and rules applicable in the locations in which we operate and also based on our risk assessment. These policies may apply to you and any individuals who instruct us on your behalf and we may not be able to represent you (or continue to represent you) until we have all of the information we need for these purposes. We will process any such information in accordance with any applicable laws.

23. We follow all applicable governmental sanctions requirements. We may not be able to receive payments from certain countries or may be required to make report of such payments. You agree to inform us immediately if you or your directors, officers, shareholders or beneficial owners are, or become, subject to sanctions or are located or resident in a sanctioned location, and agree that in such a case we may terminate our representation of you without liability.

Files and Documents

24. We may maintain a client file relating to our representation of you. Absent legal requirements or written agreement with you to the contrary, we may dispose of the client file and other records relating to our representation of you seven years after we last performed work on the matter without further notice to you. Documents containing our work product, mental impressions, notes, drafts, and emails will not be considered part of the client file. Following written request and payment for involved costs, we may provide a copy of the client file to you.

25. If we use or prepare a translation, you should be aware that words and legal concepts used in one language may not have equivalents in another. You should not assume that any translation exactly replicates the original text.

General

26. While we will exercise reasonable care and skill in all matters undertaken by us, we do not guarantee any particular outcome. Our professional fees and your obligation to pay for them in full are not dependent or contingent upon the business or commercial outcome of your matter. We shall not be providing, obtaining or reviewing on your behalf any non-legal advice (such as business, commercial, financial, technical, insurance, accounting, broking, actuarial, environmental, or information technology) or technical matters (such as engineering specifications or financial calculations), except where we expressly agree to do so. Where documents that we draft, or on which we comment, include provisions covering such matters, you should review those provisions, or arrange for other qualified advisers to do so, to satisfy yourself that they meet your commercial objectives.

27. Any advice provided by us is our opinion only, based on the facts known to us and on our professional judgment, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.

28. Our advice relates only to each particular matter on which you engage us. Once that matter has concluded, we will not owe you any duty or liability with respect to any related or other matters unless you specifically instruct us in those related or other matters.

29. If we act for more than one person or entity on your matters, you agree that we can accept instructions from any of you, unless otherwise agreed in writing. We may terminate the Engagement Agreement where, in our sole opinion, there is or may be a conflict of interest between any of you, or if we would otherwise be obliged to act in a manner contrary to the interests of one of you. By entering into the Engagement Agreement, you each agree to immediately notify us if there is any dispute or a conflict of interest which arises between you while we act for you. Your liability to us under our Engagement Agreement is joint and several. You may request us to apportion any bill between you, but this will not affect your joint and several liability to us.

30. We are often asked for information about our experience. You consent to our disclosure that you are a client, as well as a general description of our work for you.

31. You will not refer to our advice in connection with any financial statement or public document unless otherwise agreed in writing.

32. The Engagement Agreement cannot be modified by any policies, procedures, guidelines, correspondence, or other document from you unless otherwise agreed to in writing by a partner of this Dentons Legal Practice. If there is a conflict between these Terms and the Letter, the provisions of the Letter control. If any part of the Engagement Agreement is held to be illegal, invalid or unenforceable, it shall not form part of the agreement and the balance shall remain enforceable and shall not be affected.

33. We do not intend any of the Terms to be enforceable by any person who is not a party to the Engagement Agreement. We do not require consent from third parties to rescind, vary, waive, assign, novate or otherwise dispose of all or any of our respective rights or obligations under the Engagement Agreement.

Conclusion of Representation

34. You may terminate our representation of you at any time for any reason. We may terminate our representation of you at any time, consistent with our ethical obligations. We expressly reserve the right to stop acting for you, and you expressly consent to our right to terminate, if you fail to pay for amounts invoiced or requested on account for prospective fees and costs. You remain responsible for paying fees and costs related to work performed before the end of the representation, and we will not be liable for any resulting loss.

35. If not terminated otherwise, our representation of you will end when we have completed the services described in the Letter; send our final invoice; or, unless otherwise agreed in writing, after six months of furnishing no billable services to you, whichever occurs sooner without further written confirmation. Any new representation will require a new signed Engagement Letter, notwithstanding any communications or administrative actions after that period.

RESOLUTION NO. 2024-63

A RESOLUTION APPROVING CITY ADMINISTRATOR COMPENSATION FOR FY 25

WHEREAS, the City of Windsor Heights strives to be an Employer of Choice while providing the quality-of-life desired by the community through the provision of basic municipal services and infrastructure maintenance and care; and

WHEREAS, the City Council evaluated the performance of the City Administrator to reward performance and gave guidance for improvement.

WHEREAS, the City Council met in closed session on October 7, 2024 to discuss the performance evaluation with the City Administrator, to give guidance for improvement for the coming year, and again on October 21, 2024 to discuss the City Administrator's compensation for FY 25.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WINDSOR HEIGHTS, IOWA THAT EFFECTIVE THE 12TH DAY OF AUGUST, 2024:

1. The City Administrator shall receive a ___% base wage increase.
2. The City Administrator shall receive a merit bonus of $_____.
3. The City Administrator shall receive _____ additional days of PTO added to his current PTO bank (160 was provided per contract + regular accrual).

Passed and Approved this 21st Day of October, 2024.

_____
Mike Jones, Mayor

Attest:

_____
Adam Strait, City Clerk

STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

FROM:

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

GENERAL INFORMATION

ATTACHMENTS

1. 24.08 Design Temporary SignUpdate

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 or 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 250 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 or 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 21st day of October 2024.

1st Reading: September 16, 2024

2nd Reading: October 7, 2024

3rd Reading: October 21, 24

Publish Date:

_____

Mike Jones, Mayor

(SEAL)

ATTEST:

_____

Adam Strait, City Clerk

STAFF REPORT
CITY COUNCIL
October 21, 2024

TO: CITY COUNCIL

FROM:

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

GENERAL INFORMATION

ATTACHMENTS
None