



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, November 18, 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 November 4, 2024
 - B. Approve Financial Reports
 - C. Approve Liquor License - CASEY'S #4372 - 6961 University Avenue
 - D. Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 6
 - E. Approve the Urban Renewal Report
 - F. Approve Colby Interests Annual Appropriation Payment For ALDI Project
 - G. Approve No Parking Signage on Wilshire Blvd at 74th and 75th
 - H. Approve Re-Submission of the MidAmerican ICON Water Access Grant
 - I. Approve Salt Shed Improvements Project Pay App 1
 - J. Approve Resolution No. 2024-68 - A Resolution Authorizing Adoption of Policies and Procedures Regarding Municipal Securities Disclosure
 - K. Approve Street Finance Report

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.



L. Approve TIF Debt Certification Report

5. **Action Items:**

- A. Consideration of Resolution No. 2024-67 - A Resolution Approving Charitable Donation Agreement of Real Estate
- B. Consideration of 1110 68th St. Entry, Hold Harmless and Temporary Easement Agreement
- C. Discussion of Colby Park Table and Bench Options
- D. Discussion of 68th Street Reconstruction Sidewalk Accessibility
- E. Consideration of 2025 City Council Meeting Schedule

6. **Reports:**

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

i Mayor's Report

7. **Adjourn**

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City of Windsor Heights Regular Business Meeting Minutes
Monday, November 4, 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, Michael Libbie, Lauren Campbell, Joseph Jones, and Threase Harms Staff present: City Administrator Adam Plagge, City Attorney Erin Clanton, City Clerk Adam Strait, Deputy City Clerk Nate Leuthold, Police Chief Pete Roth, City Engineer Justin Ernst and Planner Trey Rouse with Bolton & Menk.

2. Approval of the Agenda

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

3. Presentation from DART

Amanda Wanke, CEO of Dart, the regional transit authority, addressed the importance of public transit in economic development and social equity. DART's services in Windsor Heights, including local and express routes, as well as a van pool service connecting employers and employees. Amanda also shared data on ridership in Windsor Heights, noting an increase in fixed route boardings and paratransit trips.

A. Presentation Materials

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

No public comments.

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

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

A. Approve Minutes of the Regular Council Meeting on October 21, 2024

B. Approve Financial Reports

C. Approve Liquor License - Blue Agave Brunch & Dinner - 6587 University Avenue

D. Approve and Accept the Termination of Central Iowa Regional Drinking Water Commission

E. Approve a No Parking Sign on Sunset Terrace

6. Action Items:

A. Consider Resolution No. 2024-66 - A Resolution Waiving CC Fees for a Recurring Free-Will Donation Community Yoga Class

Adam Plagge presented the item. Beth Gookin attended and presented the concept to Council. The class will be hosted by Good Vibes Movement Yoga and will follow a concept of yoga classes held in Colby Park prior to the pandemic. Those of all yoga expertise levels will be welcome to join. The donations received for classes will be used to help those in need and

compensate the class teacher for their time. Motion by Joseph Jones to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

B. Discussion of Bridges of Iowa Colby Park Bridge Concept

Adam Plagge presented the item. Discussed the installation of a bridge over the bioswale in the Colby Park parking lot. The bridge would be installed by Bridges of Iowa. The bridge would be in honor of the organization's 25th anniversary. Bridges of Iowa would cover the cost of the bridge and maintenance for an agreed upon time. Jamie Buelt and Jeff Lamberti from Bridges of Iowa were in attendance to present and address Council. Council was supportive and City staff will continue conversations with Bridges of Iowa.

C. Consideration of Resolution No. 2024 - 65 - A Resolution Approving The Site Plan For 6301 University Avenue – Windsor Presbyterian Church Parking Lot

Trey Rouse presented the item. Motion by Michael Libbie to APPROVE. Seconded by Susan Skeries. Motion passed 5-0.

7. **Reports:**

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

Threase Harms - Windsor Wonderland planning is underway. Thanks to Adam for help spreading the word on social media and the newsletter. Thanks to Lauren and Susan for assisting with the administrative pieces. There are a full slate of activities and there will be a volunteer signup ready to go by the end of the week so please share on social. Looking forward to a great event. Beggars night was great and beautiful weather.

Lauren Campbell - Lots of fun things are being planned for Windsor Wonderland. Tomorrow is the monthly DART meeting. It is a really important time for DART and am proud to be among cities fully funding at the max levy plus additional funding. There is benefit to the business in Windsor Height with \$4 for every \$1 invested. Tomorrow is the election. Go vote.

Michael Libbie - Thank you to Adam for meeting this morning. Interested in finding out what Blue Agave will be like subleasing from Little Brother.

Joseph Jones - No report.

Susan Skeries - Special Events committee met last Friday and planning is happening for the 2025 events calendar. Thank you to Nate for blocking the community center for the next few years. Beggars night was a success. There was a lot less car traffic and it was great to see all the ghouls, goblins, and creative costumes. Had over 225 kids. Hear from neighbors that friends gathered at their house to hand out candy and have a friends get together. Metro Waste Authority executive meeting is Wednesday and Catch Des Moines meeting Thursday as well as a business pop in for the Chamber. Have been busy planning the Veterans Day luncheon with over 60 registered to attend. Thank you to everyone who has volunteered to help at the event. A big thank you to all the businesses that donated gift cards to the Veterans Day raffle. We are still accepting donations if any businesses have something they'd like to donate. If a councilor wants to write a letter to be included in the lunch packets, have them turned in as soon as possible. Thank you to Joseph, Lauren, and Mayor Jones for being our voices as DART go through the reimagine process. Appreciate all the time dedicated.

8. **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 Michael Libbie to enter Closed Session at 7:22PM. Seconded by Threase Harms.

Motion Passed 5-0.

Motion by Threase Harms to exit Closed Session at 7:54PM. Seconded by Michael Libbie. Motion

Passed 5-0.

9. **Adjourn**

Motion by Threase Harms to adjourn at 7:54PM. Seconded by Susan Skeries. Motion passed 5-0.

Mike Jones, Mayor

Attest: Adam Strait, City Clerk



STAFF REPORT
CITY COUNCIL
November 18, 2024

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director

SUBJECT: Approve Financial Reports

GENERAL INFORMATION

ATTACHMENTS

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

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,722,417.00	889,432.71	1,912,961.06	40.51	2,809,455.94
	ROAD USE TAX TOTAL	780,000.00	.00	199,656.21	25.60	580,343.79
	EMPLOYEE BENEFITS TOTAL	511,306.00	177,731.03	248,861.04	48.67	262,444.96
	POLICE PENSION TOTAL	.00	.00	.00	.00	.00
	POLICE TRUST TOTAL	10,200.00	.00	81.84	.80	10,118.16
	POLICE PREFORFEITURE TOTAL	1,015.00	.00	5.55	.55	1,009.45
	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	1,031,087.77	1,078,565.84	46.54	1,238,716.16
	URBAN RENEWAL TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	3,130,750.00	438,441.01	551,157.52	17.60	2,579,592.48
	SIDEWALK PROGRAM TOTAL	.00	.00	.00	.00	.00
	COLBY PARK TOTAL	335,400.00	.00	.00	.00	335,400.00
	HICKMAN ROAD PROJECT TOTAL	.00	.00	.00	.00	.00
	2014A STREETS PROJECTS TOTAL	.00	.00	.00	.00	.00
	TRAIL CONNECTION TOTAL	.00	.00	.00	.00	.00
	63/HICKMAN ST SCAPE TOTAL	.00	.00	.00	.00	.00

REVENUE REPORT
CALENDAR 10/2024, FISCAL 4/2025**PCT OF FISCAL YTD 33.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	2017/18 Capital Projects TOTA	.00	.00	.00	.00	.00
	UNIVERSITY AVE ST PROJECT TOTA	.00	.00	.00	.00	.00
	2018 HMA RESURFACING PROJ TOTA	.00	.00	.00	.00	.00
	2018 PCC PATCHING PROJECT TOTA	.00	.00	.00	.00	.00
	WAL CREEK BIKE HUB/BRIDGE TOTA	.00	.00	.00	.00	.00
	CEC SOLAR PROJECT TOTAL	.00	.00	.00	.00	.00
	2020 STREET PROJECTS TOTAL	.00	.00	.00	.00	.00
	2020 PCC PATCHING TOTAL	.00	.00	.00	.00	.00
	WAL CREEK STREAM PROJECT TOTA	.00	.00	.00	.00	.00
	73RD STREET PROJECT TOTAL	2,382,300.00	.00	.00	.00	2,382,300.00
	68TH ST NORTH TOTAL	.00	.00	.00	.00	.00
	2023 HMA OVERLAY PROJECT TOTA	.00	.00	.00	.00	.00
	2023 PCC PATCHING PROJECT TOTA	.00	.00	.00	.00	.00
	68TH ST SOUTH TOTAL	3,760,000.00	.00	.00	.00	3,760,000.00
	SALT SHED PROJECT TOTAL	.00	.00	.00	.00	.00
	74TH ST PROJECT TOTAL	.00	.00	.00	.00	.00
	PUBLIC SAFETY PARKING LOT TOTA	.00	.00	.00	.00	.00

REVENUE REPORT
CALENDAR 10/2024, FISCAL 4/2025

PCT OF FISCAL YTD 33.3%

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	7.50	30,589.13	7.93	354,910.87
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	.00	.00	.00	.00	.00
	LANDFILL/GARBAGE TOTAL	358,000.00	31,884.26	113,651.86	31.75	244,348.14
	STORM WATER TOTAL	625,600.00	54,306.56	188,123.88	30.07	437,476.12
	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	2,622,890.84	4,578,547.97	21.06	17,158,622.03
		=====	=====	=====	=====	=====

BALANCE SHEET

CALENDAR 10/2024, FISCAL 4/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	595,694.37	479,874.13
110-000-1110	CASH - RUT	66,015.50-	8,969.62
112-000-1110	CASH - EMP BENEFIT FUND	74,152.87	112,295.46-
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	1,031,087.77	2,303,707.94
145-000-1110	CASH - URBAN RENEWAL FUNDS	.00	75,387.92
200-000-1110	CASH - DEBT SERVICE	438,441.01	578,620.97
302-000-1110	CASH - SIDEWALK PROGRAM	.00	47,995.00
303-000-1110	CASH - COLBY PARK	1,069,024.24-	1,941,940.40-
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	828.00-	16,117.00-
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	57,440.00-	97,185.00-
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	738,756.43-	360,754.22-
323-000-1110	CASH - 68TH STREET NORTH	87,000.25-	141,070.81
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	7,039.00-	147,817.55
327-000-1110	CASH - SALT SHED	11,882.33-	157,415.31
328-000-1110	CASH - 74TH ST	7,668.50-	7,668.50-
329-000-1110	CASH - PUBLIC SAFETY PARKING L	.00	.00
330-000-1110	CASH - FORREST COURT	1,615.00-	1,615.00-
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	.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	.00	48,457.82-
350-000-1185	CASH - EQUIP REVOLVE - PARKS	.00	.00
350-000-1186	CASH - EQUIP REVOLVE - CEC	7.50	115,341.69
350-000-1187	CASH - EQUIP REVOLVE - IT DEPT	5,179.80-	17,229.11
600-000-1110	CASH - WATER	.00	103,254.44-
610-000-1110	CASH - SEWER	212.71-	1,706.94
670-000-1110	CASH - LANDFILL/GARBAGE	222.97-	135,610.55
740-000-1110	CASH - STORM WATER	13,112.83	452,639.75

BALANCE SHEET

CALENDAR 10/2024, FISCAL 4/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
0805-000-1110	CASH - INTERNAL SERVICE FUND	.00	.00
0810-000-1110	CASH - REVOLVING FUND	.00	.00
		-----	-----
	CASH TOTAL	99,611.62	3,835,845.95
0001-000-1115	RESERVE CASH - COMM CENTER	.00	.00
		-----	-----
	RESERVE CASH TOTAL	.00	.00
0115-000-1120	PETTY CASH - POLICE FOREITURE	.00	1,000.00
		-----	-----
	PETTY CASH TOTAL	.00	1,000.00
0001-000-1150	IPAIT - GENERAL	.00	1,855,412.06
0110-000-1150	IPAIT - RUT	.00	942,871.73
0112-000-1150	IPAIT - EMPLOYEE BENEFITS	.00	790,816.57
0121-000-1150	IPAIT - LOCAL OPTION SALES TAX	.00	.00
0125-000-1150	IPAIT - TIF	.00	389,248.18
0145-000-1150	IPAIT - URBAN RENEWAL FUNDS	.00	217,745.98
0200-000-1150	IPAIT - DEBT SERVICE	.00	468,319.03
0303-000-1150	IPAIT - COLBY PARK	.00	1,584,290.86
0314-000-1150	IPAIT - UNIVERSITY AVE PROJECT	.00	28,613.52
0319-000-1150	IPAIT - 2020 STREET PROJECTS	.00	12,236.23
0322-000-1150	IPAIT - 73RD STREET	.00	411,143.55
0323-000-1150	IPAIT - 68TH STREET NORTH	.00	101,252.28
0326-000-1150	IPAIT - 68TH ST SOUTH	.00	.00
0348-000-1150	IPAIT - ARPA FUNDS	.00	.00
0349-000-1150	IPAIT - FUTURE STREET PROJECTS	.00	330,347.11
0350-000-1150	IPAIT - EQUIP REVOLVING	.00	1,056,193.93
0670-000-1150	IPAIT - LANDFILL/GARBAGE	.00	213,138.90
0740-000-1150	IPAIT - STORM WATER	.00	1,581,240.45
		-----	-----
	IPAIT TOTAL	.00	9,982,870.38
0001-000-1151	IPAIT 201-TIF BONDS GENERAL	.00	.00
0322-000-1151	IPAIT 201-TIF BONDS 73RD ST	.00	4,552,924.71
0326-000-1151	IPAIT 201-TIF BONDS 68TH ST S.	.00	2,766,750.95
		-----	-----
	IPAIT 201-TIF BONDS TOTAL	.00	7,319,675.66
0001-000-1160	SAVINGS - 680-5592 - GENERAL	.00	.00
0001-000-1161	SAVINGS - KWHB	.00	3,077.64
0112-000-1160	SAVINGS - EMP BENEFIT 689-6237	.00	.00
0113-000-1160	SAVINGS - 680-2292 - POLICE	.00	.00
0114-000-1160	SAVINGS - POLICE TRUST	.00	49,371.71
0115-000-1160	SAVINGS - PREF/DEA	.00	3,912.88
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BALANCE SHEET
CALENDAR 10/2024, FISCAL 4/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	SAVINGS TOTAL	.00	56,362.23
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	99,611.62	21,314,798.77
		=====	=====

BUDGET REPORT

CALENDAR 10/2024, FISCAL 4/2025

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	2,626,800.00	174,418.27	806,288.87	30.69	1,820,511.13
	EMERGENCY MANAGEMENT TOTAL	10,700.00	.00	7,151.09	66.83	3,548.91
	FIRE TOTAL	460,873.00	32,266.68	158,238.30	34.33	302,634.70
	AMBULANCE TOTAL	928,838.00	67,040.31	291,659.86	31.40	637,178.14
	BUILDING INSPECTIONS TOTAL	100,000.00	2,324.94	43,360.77	43.36	56,639.23
	ANIMAL CONTROL TOTAL	5,500.00	.00	2,842.00	51.67	2,658.00
	PUBLIC SAFETY TOTAL	4,132,711.00	276,050.20	1,309,540.89	31.69	2,823,170.11
	ROADS, BRIDGES, SIDEWALKS TOTA	791,160.00	67,712.45	310,898.22	39.30	480,261.78
	STREET LIGHTING TOTAL	55,000.00	3,751.75	14,866.51	27.03	40,133.49
	TRAFFIC CONTROL & SAFETY TOTAL	.00	.00	.00	.00	.00
	SNOW REMOVAL TOTAL	180,504.00	7,510.47	35,897.21	19.89	144,606.79
	OTHER PUBLIC WORKS TOTAL	29,400.00	14,785.52	20,249.24	68.87	9,150.76
	PUBLIC WORKS TOTAL	1,056,064.00	93,760.19	381,911.18	36.16	674,152.82
	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	17,617.69	60,347.65	32.23	126,885.35
	COMMUNITY CTR/ZOO/MARINA TOTA	27,450.00	.00	13,926.23	50.73	13,523.77
	SPECIAL EVENTS TOTAL	50,000.00	6,454.11	25,741.89	51.48	24,258.11
	COMMUNITY CENTER TOTAL	172,567.00	16,986.43	47,005.63	27.24	125,561.37
	CULTURE & RECREATION TOTAL	504,850.00	41,058.23	163,904.03	32.47	340,945.97
	COMMUNITY BEAUTIFICATION TOTA	.00	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOTAL	275,337.00	.00	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	.00	14,940.52	4.56	312,686.48
	MAYOR/COUNCIL TOTAL	91,100.00	2,385.76	28,948.10	31.78	62,151.90
	IT DEPARTMENT TOTAL	72,300.00	3,166.57	16,451.62	22.75	55,848.38
	CLERK/TREASURER/ADM TOTAL	837,633.00	69,533.45	309,419.34	36.94	528,213.66
	ELECTIONS TOTAL	1,500.00	.00	.00	.00	1,500.00
	LEGAL SERVICES/ATTORNEY TOTAL	50,000.00	4,177.50	14,278.75	28.56	35,721.25
	OTHER GENERAL GOVERNMENT TOTA	15,000.00	.00	.00	.00	15,000.00
	GENERAL GOVERNMENT TOTAL	1,067,533.00	79,263.28	369,097.81	34.57	698,435.19

BUDGET REPORT

CALENDAR 10/2024, FISCAL 4/2025

PCT OF FISCAL YTD 33.3%

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	.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	854,789.51	1,436,204.20	9.13	14,285,925.80
	PARKS TOTAL	4,190,000.00	1,069,024.24	2,410,209.64	57.52	1,779,790.36
	COMMUNITY CENTER TOTAL	148,000.00	57,440.00	87,735.00	59.28	60,265.00
	IT DEPARTMENT TOTAL	17,000.00	5,179.80	22,818.43	134.23	5,818.43-
	CAPITAL PROJECTS TOTAL	.00	.00	18,323.00	.00	18,323.00-
	CAPITAL PROJECTS TOTAL	20,445,630.00	1,986,433.55	4,001,876.00	19.57	16,443,754.00
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	31,650.00	212.71	498.59	1.58	31,151.41
	LANDFILL/GARBAGE TOTAL	395,902.00	32,107.23	155,339.83	39.24	240,562.17
	STORM WATER TOTAL	332,470.00	41,193.73	75,887.88	22.83	256,582.12
	ENTERPRISE FUNDS TOTAL	760,022.00	73,513.67	231,726.30	30.49	528,295.70
	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	2,550,079.12	6,498,852.46	19.76	26,386,654.54

Vendor Checks: 11/01/2024-11/13/2024

Payroll Checks: 11/01/2024-11/13/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	250.84		57619	11/01/24
AMAZON CAPITAL SERVICES	SUPPLIES	330.58	581.42	57637	11/08/24
ARNOLD MOTOR SUPPLY	SUPPLIES		168.93	57638	11/08/24
ASCENDANCE TRUCKS MIDWEST, LLC	VEHICLE REPAIR		93.98	57639	11/08/24
BRAVO GREATER DES MOINES INC.	1ST QUARTER FY25		1,207.10	57620	11/01/24
BULLZEYE, INC	OCT PS CLEANING		1,852.00	57640	11/08/24
CERTIFIED LABORATORIES	SUPPLIES		607.13	57641	11/08/24
CINTAS	FIRST AID CABINET SUPPLIES	35.15		57621	11/01/24
CINTAS	SUPPLIES	94.29	129.44	57642	11/08/24
CITY OF URBANDALE	CROSSING GUARD SERVICES		255.29	57622	11/01/24
CLEARFLY	CELL PHONES		179.38	5274	11/01/24
CLIVE POWER EQUIP.	BLOWER		588.49	57643	11/08/24
CONSTRUCTION MATERIALS TESTING	73RD ST TESTING		10,816.25	57644	11/08/24
CONTRACTORS RENTAL CO.	SUPPLIES		50.00	57645	11/08/24
CONVERGINT TECHNOLOGIES LLC	CEC CAMERAS		8,261.06	57623	11/01/24
CRYSTAL CLEAR WATER CO.	WATER		9.99	57646	11/08/24
DAIDA	SUPPLIES		212.54	5280	11/08/24
DELTA DENTAL OF IOWA	DENTAL		3,170.00	5212	11/01/24
DES MOINES WATER WORKS	1133 66TH		58.37	57647	11/08/24
EILEENS COOKIES	COOKIE - TROLLS		148.50	57648	11/08/24
ELECTRICAL ENG.& EQUIPMENT	REPAIR		395.34	57649	11/08/24
FEDERAL TAX DEPOSIT	FED/FICA TAX		30,965.15	5277	11/05/24
FORCE FITTERS	CLOTHING ALLOWANCE		108.50	57650	11/08/24
FRONTLINE PUBLIC SOLUTIONS	ANNUAL COST		1,050.00	57624	11/01/24
GALLS INC	CLOTHING ALLOWANCE		187.44	57625	11/01/24
GCMOA	GCMOA NOVEMBER ADAM STRAIT		17.50	57674	11/13/24
GRAINGER	TIRE		66.34	57651	11/08/24
GRIMES ASPHALT & PAVING	STREET MAINTENANCE SUPPLIES		114.00	57652	11/08/24
O'DONNELL ACE HICKMAN	SUPPLIES		31.56	57653	11/08/24
HOME DEPOT CREDIT SERVICES	PARK ROPE		516.49	57654	11/08/24
HOTT OFF THE PRESS	OCT NEWSLETTER		1,696.89	57626	11/01/24
ICMA RETIREMENT TRUST	ICMA	758.49		5276	11/05/24
ICMA RETIREMENT TRUST	PD	1,879.89	2,638.38	5279	11/04/24
IMWCA	WORK COMP INSTALLMENT 5		5,255.00	57655	11/08/24
IOWA DEPT OF PUBLIC SAFETY	QUARTERLY SERVICE		325.50	57627	11/01/24
IOWA DES MOINES SUPPLY	SUPPLIES		244.37	57656	11/08/24
IOWA SCOTTISH PIPES AND DRUMS	PARADE PERFORMANCE		500.00	57657	11/08/24
IOWA SOLUTIONS INC	MANAGED SERVICES		3,790.00	57658	11/08/24
IPERS	HEALTH PRETAX		32.50	5275	11/05/24
ISOLVED BENEFIT SERVICES	FLEX - BENEFITS		1,810.00	5278	11/05/24
JEO CONSULTING GROUP	CRS PROGRAM ASSISTANCE		4,100.00	57628	11/01/24
LIZ LIDGETT GALLERY & DESIGN	WH PUBLIC ART PLAN		1,250.00	57659	11/08/24
LOWE'S	SUPPLIES		417.86	57660	11/08/24
METRO WASTE AUTHORITY	GARBAGE FEES		32,725.80	57629	11/01/24
MIDAMERICAN ENERGY	STREET LIGHTS	3,186.96		5251	11/01/24
MIDAMERICAN ENERGY	6800 SCHOOL GAS	59.19		5252	11/01/24
MIDAMERICAN ENERGY	7116 UNIVERSITY TRAFFIC LIGHT	23.78		5253	11/01/24
MIDAMERICAN ENERGY	951 73RD TRAFFIC SIGNAL	18.64		5254	11/01/24
MIDAMERICAN ENERGY	1140 73RD	22.75		5255	11/01/24
MIDAMERICAN ENERGY	6300 UNI	26.44		5256	11/01/24
MIDAMERICAN ENERGY	7001 UNI	24.53		5257	11/01/24
MIDAMERICAN ENERGY	1133 66TH	517.65		5258	11/01/24
MIDAMERICAN ENERGY	1601 73RD	13.90		5259	11/01/24
MIDAMERICAN ENERGY	6540 UNI STREET LIGHT	124.62		5260	11/01/24

Vendor Checks: 11/01/2024-11/13/2024

Payroll Checks: 11/01/2024-11/13/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MIDAMERICAN ENERGY	7290 UNI	25.42		5261	11/01/24
MIDAMERICAN ENERGY	6739 UNI LIGHT	94.22		5262	11/01/24
MIDAMERICAN ENERGY	6900 SCHOOL ST	19.61		5263	11/01/24
MIDAMERICAN ENERGY	1145 66TH	143.23		5264	11/01/24
MIDAMERICAN ENERGY	6410 HICKMAN TRAFFIC SIGNAL	26.11		5265	11/01/24
MIDAMERICAN ENERGY	1804 73RD DIGITAL SPEED SIGN	10.00		5266	11/01/24
MIDAMERICAN ENERGY	1443 73RD SPEED SIGN	10.00		5267	11/01/24
MIDAMERICAN ENERGY	6440 HICKMAN STREET LIGHT	58.95		5268	11/01/24
MIDAMERICAN ENERGY	2227 63RD TRAFFIC SIGNAL	24.67		5269	11/01/24
MIDAMERICAN ENERGY	6900 SCHOOL STAGE	45.19		5270	11/01/24
MIDAMERICAN ENERGY	6900 SCHOOL CEC	604.79	5,080.65	5271	11/01/24
O'REILLY AUTO PARTS	WIPER FLUID AND BLADES		71.37	57630	11/01/24
OPN ARCHITECTS	SPACE USE ANALYSIS		2,219.84	57631	11/01/24
OVERHEAD DOOR COMPANY	GARAGE DOOR REPAIR		162.50	57636	11/01/24
PITNEY BOWES CREDIT CORP	POSTAGE METER		152.22	5272	11/01/24
PREMIER AUTOMOTIVE	REPAIR		228.72	57661	11/08/24
PURCHASE POWER	POSTAGE		1,041.99	57662	11/08/24
QUALITY PEST CONTROL, INC	PEST CONTROL		53.00	57663	11/08/24
SAFE BUILDING COMPLIANCE	BUILDING INSPECTIONS		2,855.00	57664	11/08/24
SECURITY EQUIPMENT INC	EVIDENCE ROOM LOCKS		470.50	57632	11/01/24
STAPLES	OFFICE SUPPLIES		322.82	57633	11/01/24
TBL PRINT	CEC RENTAL BANNER		141.75	57665	11/08/24
TRANSUNION RISK & ALTERNATIVE	MONTHLY CHARGES		75.00	57666	11/08/24
TRUCK EQUIPMENT INC.	VEHICLE MAINTENANCE		2,616.17	57667	11/08/24
UNITYPOINT CLINIC-OCCUPATIONAL	DOT DRUG SCREEN		84.00	57668	11/08/24
UNPLUGGED WIRELESS COMMUNICATI	PORTABLE RADIO SUPPLIES		226.60	57634	11/01/24
UPHDM OCCUPATIONAL MED	DOT DRUG SCREEN		47.50	57669	11/08/24
VAN WALL EQUIPMENT	QUIPMENT REPAIR		4,854.89	57670	11/08/24
VERIZON WIRELESS	CELL PHONES		254.60	5273	11/01/24
CAPITAL ONE	PARADE CANDY		387.65	57635	11/01/24
WASTE CONNECTIONS OF IOWA	FALL FEST SERVICES		352.00	57671	11/08/24
WEST DES MOINES TRUE VALUE	SEED		93.80	57672	11/08/24
ZIEGLER INC.	REPAIR SERVICES		1,277.61	57673	11/08/24
		=====			
Accounts Payable Total			139,698.67		

Payroll Checks

001	GENERAL	70,031.50
110	ROAD USE TAX	9,985.11
740	STORM WATER	1,469.31

Total Paid On: 11/08/24		81,485.92
		=====
Total Payroll Paid		81,485.92
		=====
Report Total		221,184.59
		=====

**CLAIMS REPORT
CLAIMS FUND SUMMARY****Payroll Checks: 11/01/2024-11/13/2024**

FUND	NAME	AMOUNT
001	GENERAL	128,285.56
110	ROAD USE TAX	24,261.66
112	EMPLOYEE BENEFITS	10,278.62
303	COLBY PARK	383.24
323	68TH ST NORTH	10,816.25
350	CAPITAL EQUIPMENT FUND	8,261.06
610	SEWER	17.36
670	LANDFILL/GARBAGE	32,725.80
740	STORM WATER	6,155.04

	TOTAL FUNDS	221,184.59



STAFF REPORT
CITY COUNCIL
November 18, 2024

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Approve Liquor License - CASEY'S #4372 - 6961 University Avenue

GENERAL INFORMATION

Caseys plans to open their Windsor Heights store in January.

ATTACHMENTS

None



STAFF REPORT
CITY COUNCIL
November 18, 2024

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Approve 73rd Street Phase 1 STP-U-8477(615)—70-77 Pay Request 6

GENERAL INFORMATION

ATTACHMENTS

1. LTR-73rd Street-Pay App 6



**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

November 11, 2024

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

RE: 73rd Street Phase 1
STP-U-8477(615)—70-77
Pay Request 6

Dear Mr. Plagge:

Submitted for your approval is Pay Request 6 for the above-mentioned project. Pay Request 6 is for a total payment of \$285,651.08. The total value completed to date is \$1,621,089.71 minus the retainage of \$30,000. Please see Pay Request 6 for a full summary of the items completed that are included in this payment.

Bolton & Menk, Inc., recommends the approval of Pay Application 6. Upon approval of Pay Request 6, City Clerk or City Administrator to electronically sign in DocExpress and mail payment to the Absolute Concrete Construction, Inc.

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Justin Ernst, PE
Principal Engineer



City of Windsor Heights - Iowa

Detailed Payment

77-8477-615

Description	STP-U-8477(615)--70-77, Letting Date- March 19, 2024 73rd st Phase 1
Payment Number	6
Pay Period	10/01/2024 to 10/31/2024
Prime Contractor	ABSOLUTE CONCRETE CONSTRUCTION, INC.
Payment Status	Pending
Awarded Project Amount	\$6,739,027.05
Authorized Amount	\$6,835,936.45

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - STP-U-8477(615)--70-77, Roadway Items - Division 1										
0010	2101-0850002	UNIT	\$440.000	22.300	0.000	58.000	58.000	58.000	\$0.00	\$25,520.00
CLEARING AND GRUBBING										
0020	2102-0425071	CY	\$50.000	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SPECIAL BACKFILL										
0030	2102-2710070	CY	\$15.000	10,333.000	0.000	3,444.334	3,444.334	3,444.334	\$0.00	\$51,665.01
EXCAVATION, CLASS 10, ROADWAY AND BORROW										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0040	2102-2710080	CY	\$15.000	165.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL										
0050	2105-8425015	CY	\$8.000	2,124.000	354.000	0.000	354.000	354.000	\$2,832.00	\$2,832.00
TOPSOIL, STRIP, SALVAGE AND SPREAD										
0060	2109-8225100	STA	\$1,000.000	53.600	0.000	6.750	6.750	6.750	\$0.00	\$6,750.00
SPECIAL COMPACTION OF SUBGRADE										
0070	2113-0001100	SY	\$5.000	5,000.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBGRADE STABILIZATION MATERIAL, POLYMER GRID										
0080	2115-0100000	CY	\$60.000	4,035.000	0.000	501.400	501.400	501.400	\$0.00	\$30,084.00
MODIFIED SUBBASE										
0090	2115-0100000	CY	\$60.000	181.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MODIFIED SUBBASE: , TRAIL										
0100	2123-7450020	STA	\$150.000	81.700	0.000	12.621	12.621	12.621	\$0.00	\$1,893.15
SHOULDER FINISHING, EARTH										
0110	2301-1033080	SY	\$75.000	19,678.000	0.000	2,519.817	2,519.817	2,519.817	\$0.00	\$188,986.28
STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.										
0120	2301-6911722	LS	\$10,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES										
0130	2304-0101000	SY	\$60.000	1,500.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TEMPORARY PAVEMENT										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0140	2312-8260051	TON	\$40.000	500.000	0.000	60.250	60.250	60.250	\$0.00	\$2,410.00
GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE										
0150	2435-0140148	EACH	\$5,500.000	6.000	0.000	1.000	1.000	1.000	\$0.00	\$5,500.00
MANHOLE, STORM SEWER, SW-401, 48 IN.										
0160	2435-0140160	EACH	\$7,800.000	7.000	2.000	2.000	4.000	4.000	\$15,600.00	\$31,200.00
MANHOLE, STORM SEWER, SW-401, 60 IN.										
0170	2435-0140172	EACH	\$10,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE, STORM SEWER, SW-401, 72 IN.										
0180	2435-0140196	EACH	\$17,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE, STORM SEWER, SW-401, 96 IN.										
0190	2435-0250500	EACH	\$5,600.000	34.000	5.000	4.000	9.000	9.000	\$28,000.00	\$50,400.00
INTAKE, SW-505										
0200	2435-0250600	EACH	\$12,000.000	17.000	4.000	4.000	8.000	8.000	\$48,000.00	\$96,000.00
INTAKE, SW-506										
0210	2435-0250900	EACH	\$7,300.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-509										
0220	2435-0251000	EACH	\$8,500.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-510										
0230	2435-0251230	EACH	\$4,100.000	1.000	1.000	0.000	1.000	1.000	\$4,100.00	\$4,100.00
INTAKE, SW-512, 30 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0240	2435-0251236	EACH	\$4,800.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-512, 36 IN.										
0250	2435-0600010	EACH	\$2,300.000	33.000	6.000	4.000	10.000	10.000	\$13,800.00	\$23,000.00
MANHOLE ADJUSTMENT, MINOR										
0260	2435-0600020	EACH	\$6,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE ADJUSTMENT, MAJOR										
0270	2435-0600110	EACH	\$1,800.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$1,800.00
INTAKE ADJUSTMENT, MINOR										
0280	2435-0600120	EACH	\$7,500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE ADJUSTMENT, MAJOR										
0290	2435-0700010	EACH	\$3,700.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONNECTION TO EXISTING MANHOLE										
0300	2502-8212206	LF	\$22.000	5,105.000	0.000	724.700	724.700	724.700	\$0.00	\$15,943.40
SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.										
0310	2502-8221006	EACH	\$800.000	17.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN RISER, 6 IN., AS PER PLAN										
0320	2502-8221303	EACH	\$400.000	17.000	0.000	2.000	2.000	2.000	\$0.00	\$800.00
SUBDRAIN OUTLET, DR-303										
0330	2503-0114212	LF	\$200.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0340	2503-0114215	LF	\$80.000	991.000	147.000	125.000	272.000	272.000	\$11,760.00	\$21,760.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.										
0350	2503-0114218	LF	\$85.000	778.000	27.000	0.000	27.000	27.000	\$2,295.00	\$2,295.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.										
0360	2503-0114224	LF	\$110.000	2,556.000	119.000	497.000	616.000	616.000	\$13,090.00	\$67,760.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.										
0370	2503-0114230	LF	\$130.000	543.000	266.000	150.000	416.000	416.000	\$34,580.00	\$54,080.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.										
0380	2503-0114236	LF	\$170.000	144.000	33.000	0.000	33.000	33.000	\$5,610.00	\$5,610.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.										
0390	2503-0114248	LF	\$450.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 48 IN.										
0400	2503-0114254	LF	\$610.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 54 IN.										
0410	2503-0114266	LF	\$850.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 66 IN.										
0420	2503-0200036	LF	\$25.000	3,335.000	377.000	378.400	755.400	755.400	\$9,425.00	\$18,885.00
REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.										
0430	2503-0200136	LF	\$45.000	79.000	38.000	0.000	38.000	38.000	\$1,710.00	\$1,710.00
REMOVE STORM SEWER PIPE GREATER THAN 36 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0440	2504-0200404	LF	\$130.000	160.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.										
0450	2510-6745850	SY	\$10.000	17,965.000	2,020.000	2,610.490	4,630.490	4,630.490	\$20,200.00	\$46,304.90
REMOVAL OF PAVEMENT										
0460	2510-6750600	EACH	\$900.000	50.000	12.000	8.000	20.000	20.000	\$10,800.00	\$18,000.00
REMOVAL OF INTAKES AND UTILITY ACCESSES										
0470	2511-0300000	SY	\$10.000	550.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF RECREATIONAL TRAIL										
0480	2511-0302600	SY	\$49.000	715.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.										
0490	2511-0310100	STA	\$750.000	7.700	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL										
0500	2511-6745900	SY	\$10.000	3,506.000	239.889	436.111	676.000	676.000	\$2,398.89	\$6,760.00
REMOVAL OF SIDEWALK										
0510	2511-7526004	SY	\$49.750	4,023.000	59.322	531.728	591.050	591.050	\$2,951.27	\$29,404.74
SIDEWALK, P.C. CONCRETE, 4 IN.										
0520	2511-7526006	SY	\$77.000	267.000	16.100	85.163	101.263	101.263	\$1,239.70	\$7,797.25
SIDEWALK, P.C. CONCRETE, 6 IN.										
0530	2511-7528101	SF	\$51.000	362.000	30.000	40.000	70.000	70.000	\$1,530.00	\$3,570.00
DETECTABLE WARNINGS										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0540	2512-1725206	LF	\$79.000	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.										
0550	2514-0000200	STA	\$1,000.000	0.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF CURB										
0560	2515-2475006	SY	\$52.500	2,550.000	0.000	266.410	266.410	266.410	\$0.00	\$13,986.53
DRIVEWAY, P.C. CONCRETE, 6 IN.										
0570	2515-2475007	SY	\$54.000	1,047.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DRIVEWAY, P.C. CONCRETE, 7 IN.										
0580	2515-6745600	SY	\$10.000	3,212.000	359.400	299.608	659.008	659.008	\$3,594.00	\$6,590.08
REMOVAL OF PAVED DRIVEWAY										
0590	2523-0000310	EACH	\$1,235.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HANDHOLES AND JUNCTION BOXES										
0600	2524-6765110	EACH	\$300.000	72.000	2.000	14.000	16.000	16.000	\$600.00	\$4,800.00
REMOVAL OF TYPE A SIGN										
0610	2524-6765210	EACH	\$100.000	21.000	0.000	4.000	4.000	4.000	\$0.00	\$400.00
REMOVAL OF TYPE A SIGN ASSEMBLY										
0620	2524-9276010	LF	\$35.000	390.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERFORATED SQUARE STEEL TUBE POSTS										
0630	2524-9276021	EACH	\$100.000	39.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0640	2524-9325001	SF	\$35.000	392.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TYPE A SIGNS, SHEET ALUMINUM										
0650	2525-0000100	LS	\$100,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRAFFIC SIGNALIZATION										
0660	2527-9263109	STA	\$86.000	136.000	9.770	0.000	9.770	9.770	\$840.22	\$840.22
PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED										
0670	2527-9263117	STA	\$116.000	168.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED PAVEMENT MARKINGS, DURABLE										
0680	2527-9263137	EACH	\$130.000	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED										
0690	2527-9263143	EACH	\$185.000	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED SYMBOLS AND LEGENDS, DURABLE										
0700	2527-9270111	STA	\$83.000	168.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GROOVES CUT FOR PAVEMENT MARKINGS										
0710	2527-9270120	EACH	\$220.000	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GROOVES CUT FOR SYMBOLS AND LEGENDS										
0720	2528-8445110	LS	\$75,000.000	1.000	0.000	0.327	0.327	0.327	\$0.00	\$24,525.00
TRAFFIC CONTROL										
0730	2528-9290050	CDAY	\$200.000	60.000	0.000	14.000	14.000	14.000	\$0.00	\$2,800.00
PORTABLE DYNAMIC MESSAGE SIGN (PDMS)										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0740	2529-5070110	SY	\$100.000	51.000	0.000	100.678	100.678	100.678	\$0.00	\$10,067.80
PATCHES, FULL-DEPTH FINISH, BY AREA										
0750	2533-4980005	LS	\$600,000.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$300,000.00
MOBILIZATION										
0760	2552-0000220	CY	\$75.000	975.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL										
0770	2599-9999010	LS	\$15,000.000	1.000	0.160	0.160	0.320	0.320	\$2,400.00	\$4,800.00
('LUMP SUM' ITEM): MAINTENANCE OF SOLID WASTE COLLECTION										
0780	2599-9999010	LS	\$1,850.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('LUMP SUM' ITEM): REMOVE AND REINSTALL ELECTRONIC SPEED SIGN										
0790	2599-9999010	LS	\$7,200.000	1.000	0.000	0.327	0.327	0.327	\$0.00	\$2,354.40
('LUMP SUM' ITEM): SWPPP MANAGEMENT										
0800	2599-9999010	LS	\$80,000.000	1.000	0.000	0.440	0.440	0.440	\$0.00	\$35,200.00
('LUMP SUM' ITEM): VIBRATION MONITORING										
0810	2601-2634105	ACRE	\$4,110.000	2.630	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MULCHING, BONDED FIBER MATRIX										
0820	2601-2639010	SQ	\$65.000	1,150.000	170.000	0.000	170.000	170.000	\$11,050.00	\$11,050.00
SODDING										
0830	2601-2643110	MGAL	\$75.000	690.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0840	2602-0000150	LF	\$15.000	300.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STABILIZED CONSTRUCTION ENTRANCE, EC-303										
0850	2602-0000309	LF	\$3.000	10,000.000	0.000	155.000	155.000	155.000	\$0.00	\$465.00
PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.										
0860	2602-0000351	LF	\$0.010	10,000.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE										
0870	2602-0000500	LF	\$10.000	32.000	0.000	16.000	16.000	16.000	\$0.00	\$160.00
OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602										
0880	2602-0000530	EACH	\$95.000	110.000	0.000	20.000	20.000	20.000	\$0.00	\$1,900.00
GRATE INTAKE SEDIMENT FILTER BAG, EC-604										
0890	2602-0010010	EACH	\$600.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MOBILIZATIONS, EROSION CONTROL										
0900	2602-0010020	EACH	\$1,200.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MOBILIZATIONS, EMERGENCY EROSION CONTROL										
8001	2599-9999005	EACH	\$14,250.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$14,250.00
('EACH' ITEM): INTAKE, SW-506 MOD, CAST-IN-PLACE										
8002	2435-0250610	EACH	\$14,410.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INTAKE, SW-506 MOD										
8009	2599-9999018	SY	\$0.300	19,678.000	0.000	2,519.817	2,519.817	2,519.817	\$0.00	\$755.95
('SQUARE YARDS' ITEM): (REINFORCEMENT ADJ)										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
8010	2430-0000100	SF	\$74.000	144.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MODULAR BLOCK RETAIN WALL										
Section Totals:									\$248,406.08	\$1,257,765.71
Section: 0002 - STP-U-8477(615)--70-77, Roadway Items - Division 2										
0910	2554-0114004	LF	\$65.000	35.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.										
0920	2554-0114006	LF	\$60.000	101.000	60.000	64.000	124.000	124.000	\$3,600.00	\$7,440.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.										
0930	2554-0114008	LF	\$55.000	558.000	0.000	175.000	175.000	175.000	\$0.00	\$9,625.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.										
0940	2554-0114008	LF	\$80.000	455.000	0.000	99.000	99.000	99.000	\$0.00	\$7,920.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.: RESTRAINED JOINT										
0950	2554-0114012	LF	\$80.000	3,703.000	0.000	702.000	702.000	702.000	\$0.00	\$56,160.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.										
0960	2554-0114012	LF	\$105.000	631.000	0.000	550.000	550.000	550.000	\$0.00	\$57,750.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.: RESTRAINED JOINT										
0970	2554-0134008	LF	\$165.000	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN WITH CASING PIPE, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.										
0980	2554-0134012	LF	\$240.000	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN WITH CASING PIPE, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0990	2554-0203000	LB	\$20.000	6,162.000	258.000	3,209.000	3,467.000	3,467.000	\$5,160.00	\$69,340.00
FITTINGS BY WEIGHT, DUCTILE IRON										
1000	2554-0207008	EACH	\$2,700.000	12.000	0.000	3.000	3.000	3.000	\$0.00	\$8,100.00
VALVE, GATE, DIP, 8 IN.										
1010	2554-0207012	EACH	\$4,500.000	9.000	0.000	2.000	2.000	2.000	\$0.00	\$9,000.00
VALVE, GATE, DIP, 12 IN.										
1020	2554-0210201	EACH	\$8,500.000	15.000	0.000	5.000	5.000	5.000	\$0.00	\$42,500.00
FIRE HYDRANT ASSEMBLY, WM-201										
1030	2554-0211002	EACH	\$1,750.000	6.000	0.000	6.000	6.000	6.000	\$0.00	\$10,500.00
FLUSHING DEVICE (BLOWOFF), 2 IN.										
1040	2599-9999005	EACH	\$6,500.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$6,500.00
('EACH' ITEM): PREPARE EXCAVATION FOR TAPPING SLEEVE & VALVE										
1050	2599-9999005	EACH	\$410.000	51.000	8.000	8.000	16.000	16.000	\$3,280.00	\$6,560.00
('EACH' ITEM): TAP FEE, 1-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER										
1060	2599-9999005	EACH	\$1,725.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): TAP FEE, 2-IN, REPLACEMENT TAP FOR WATER SERVICE TRANSFER										
1070	2599-9999005	EACH	\$3,800.000	11.000	1.000	0.000	1.000	1.000	\$3,800.00	\$3,800.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, OPPOSITE SIDE										
1080	2599-9999005	EACH	\$3,000.000	40.000	7.000	8.000	15.000	15.000	\$21,000.00	\$45,000.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 1-IN, SAME SIDE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
1090	2599-9999005	EACH	\$5,400.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 2-IN, OPPOSITE SIDE										
1100	2599-9999005	EACH	\$3,400.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, COPPER, 2-IN, SAME SIDE										
1110	2599-9999005	EACH	\$6,100.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): WATER SERVICE TRANSFER, EQUAL TO OR GREATER THAN 3, SAME SIDE										
1120	2599-9999009	LF	\$45.000	1,005.000	9.000	427.000	436.000	436.000	\$405.00	\$19,620.00
('LINEAR FEET' ITEM): REMOVAL OF EXISTING WATER MAIN IN CONFLICT WITH NEW CONSTRUCTION										
1130	2599-9999020	TON	\$65.000	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('TONS' ITEM): FOUNDATION ROCK										
8003	2504-0114018	LF	\$572.000	20.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SAN SWR G-MAIN, TRENCHED, PVC, 18"										
8004	2554-0112008	LF	\$247.500	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, DIP, 8"										
8005	2554-0112012	LF	\$154.000	260.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, DIP, 12"										
8006	2554-0207006	EACH	\$3,509.000	3.000	0.000	1.000	1.000	1.000	\$0.00	\$3,509.00
VALVE, GATE, DIP, 6"										
8007	2554-0112012	LF	\$176.000	83.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, DIP, 12": (RESTRAINED JOINT)										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
8008	2599-9999005	EACH	\$1,760.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): 32 LB MAGNESIUM ANODE										
Section Totals:									\$37,245.00	\$363,324.00
Total Payments:									\$285,651.08	\$1,621,089.71

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Working Days, Late Start Date - 05/06/2024, Liquidated Damage Rate - 2,500	300.0 Days	306.0 Days	21.5 Days	\$0.00	104.5 Days	201.5 Days	\$0.00
Total Damages:							\$0.00

Stockpiles

Stockpile	Fund Package	Current Advancements	Advancements To Date	Current Recoveries	Recoveries To Date
#1 - 2554-0203000	77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615	\$0.00	\$12,845.16	\$0.00	\$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	\$0.00	\$3,720.00
Totals:		\$0.00	\$32,708.76	\$0.00	\$24,181.09

Detailed Payment:

77-8477-615

11/05/2024

Stockpile	Fund Package	Current Advancements	Advancements To Date	Current Recoveries	Recoveries To Date
VALVE, GATE, DIP, 8 IN.					
#3 - 2554-0114012	77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615	\$0.00	\$3,430.00	\$0.00	\$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	\$0.00	\$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	\$0.00	\$6,667.67	\$0.00	\$0.00
TRAFFIC SIGNALIZATION					
		Totals:	\$0.00	\$32,708.76	\$0.00 \$24,181.09

Summary

Current Approved Work:	\$285,651.08	Approved Work To Date:	\$1,621,089.71
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$32,708.76
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$24,181.09
Current Retainage:	\$0.00	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:	\$285,651.08	Payments To Date:	\$1,599,617.38
Previous Payment:	\$660,420.88	Previous Payments To Date:	\$1,313,966.30

Funding Details

77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615:	\$248,406.08
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615:	\$37,245.00
77-8477-615-CAT-3 NON-PARTICIPATING:	\$0.00
Current Payment:	\$285,651.08

77-8477-615-CAT-1 77-8477-615-CAT-1 77-8477-615 To Date:	\$1,261,274.71
77-8477-615-CAT-2 77-8477-615-CAT-2 77-8477-615 To Date:	\$359,815.00
77-8477-615-CAT-3 NON-PARTICIPATING To Date:	\$0.00
Payments To Date:	\$1,621,089.71

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-6-20241101

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
11/05/2024	Logan Petersen Absolute Concrete Construction Inc. Electronic Signature (Approved by Contractor (Optional))
11/11/2024	Justin Ernst Bolton & Menk, Inc. - Iowa Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))



**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director

SUBJECT: Approve the Urban Renewal Report

GENERAL INFORMATION

This report has been done to provide a history of the TIF Revenue Fund. The amount of revenue received was \$1,903,267, the total expenditures were \$683,479 and the balance of the TIF Revenue Fund is \$1,614,390. This is shown on page 1.

Page 2 gives a summary of all the tax districts within our Urban Renewal Area.

Pages 3-5 describe the projects that TIF paid for in Fiscal Year 2023-2024, as well as the specific dollar figures that were spent.

Pages 6-10 go into detail about each TIF Taxing District, and the revenues received.

ATTACHMENTS

1. FY24 Urban Renewal Report

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Levy Authority Summary

Local Government Name: WINDSOR HEIGHTS
 Local Government Number: 77G728

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL	77072	10

TIF Debt Outstanding: 5,358,935

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:		Amount of 07-01-2023 Cash Balance Restricted for LMI
	375,158	0
TIF Revenue:	1,903,267	
TIF Sp. Revenue Fund Interest:	19,260	
Property Tax Replacement Claims	184	
Asset Sales & Loan Repayments:	0	
Total Revenue:	1,922,711	
Rebate Expenditures:	0	
Non-Rebate Expenditures:	683,479	
Returned to County Treasurer:	0	
Total Expenditures:	683,479	

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:		Amount of 06-30-2024 Cash Balance Restricted for LMI
	1,614,390	0

**Year-End Outstanding TIF
 Obligations, Net of TIF Special
 Revenue Fund Balance:** 3,061,066

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: WINDSOR HEIGHTS (77G728)
 Urban Renewal Area: WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL
 UR Area Number: 77072

UR Area Creation Date: 01/1989

The Plan is intended to promote new development and improvement activities similar to those that have been achieved as a result of previously successful redevelopment efforts. The Plan will continue efforts to enhance the viability of the City.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
WIND HTS CITY/DM SCH/URB WIND-HTS SS/16 AMD ADDITION TIF INCR	770286	770287	255,907
WIND HTS CITY/DM SCH/URB WIND-HTS SS/89 TIF INCR	770288	770289	6,276,327
WIND HTS CITY/WDM SCH/URB WIND-HTS SS/89 TIF INCR	770292	770293	33,492,910
WIND HTS CITY/WDM SCH/URB WIND-HTS SS/14 AMD #3 TIF INCR	770295	770296	0
WIND HTS CITY/WDM SCH/14 AMD #3 TIF INCR	770297	770298	0
WIND HTS CITY/DM SCH/URB WIND-HTS SS/95 & 96 AMD TIF INCR	770490	770491	14,416,021
WIND HTS CITY/WDM SCH/URB WIND-HTS SS/95 & 96 AMD TIF INCR	770492	770493	0
WIND HTS CITY AG/WDM SCH/URB WIND-HTS SS/89 TIF INCR	770290	770519	0
WIND HTS CITY/DM SCH/URB WIND-HTS SS/06 SUB FARMS TIF INCR	770662	770663	3,071,180
WIND HTS CITY/DM SCH/URB WIND-HTS SS/09 AMD 63 & HICK TIF INCR	770797	770798	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	14,454,200	63,609,870	0	0	0	78,064,070	0	78,064,070
Taxable	0	7,899,234	55,558,423	0	0	0	63,457,657	0	63,457,657
Homestead Credits									1

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023: 375,158 0 **Amount of 07-01-2023 Cash Balance Restricted for LMI**

TIF Revenue: 1,903,267
 TIF Sp. Revenue Fund Interest: 19,260
 Property Tax Replacement Claims: 184
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,922,711

Rebate Expenditures: 0
 Non-Rebate Expenditures: 683,479
 Returned to County Treasurer: 0
Total Expenditures: 683,479

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024: 1,614,390 0 **Amount of 06-30-2024 Cash Balance Restricted for LMI**

Projects For WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL

2016A Refunding

Description:	Refund 2008A Community & Events Center
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

2016B Refunding

Description:	Refund 2008B Hickman Road Re-Development
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

2020B University Street Project

Description:	Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL

2016A Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	630,000
Interest:	46,950
Total:	676,950
Annual Appropriation?:	No
Date Incurred:	07/06/2016
FY of Last Payment:	2028

2016B Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,260,000
Interest:	96,855
Total:	1,356,855
Annual Appropriation?:	No
Date Incurred:	07/06/2016
FY of Last Payment:	2028

2020B University Street Project

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,870,000
Interest:	455,130
Total:	3,325,130
Annual Appropriation?:	No
Date Incurred:	04/30/2020
FY of Last Payment:	2035

Non-Rebates For WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL

TIF Expenditure Amount:	270,583
Tied To Debt:	2016B Refunding
Tied To Project:	2016B Refunding
TIF Expenditure Amount:	277,758
Tied To Debt:	2020B University Street Project
Tied To Project:	2020B University Street Project
TIF Expenditure Amount:	135,138
Tied To Debt:	2016A Refunding
Tied To Project:	2016A Refunding

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	WINDSOR HEIGHTS (77G728)
Urban Renewal Area:	WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL (77072)
TIF Taxing District Name:	WIND HTS CITY/DM SCH/URB WIND-HTS SS/16 AMD ADDITION TIF INCR
TIF Taxing District Inc. Number:	770287
TIF Taxing District Base Year:	2015
FY TIF Revenue First Received:	2018
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	716,000	0	0	0	716,000	0	716,000
Taxable	0	0	591,375	0	0	0	591,375	0	591,375
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	460,093	255,907	255,907	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	WINDSOR HEIGHTS (77G728)
Urban Renewal Area:	WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL (77072)
TIF Taxing District Name:	WIND HTS CITY/DM SCH/URB WIND-HTS SS/89 TIF INCR
TIF Taxing District Inc. Number:	770289
TIF Taxing District Base Year:	1988
FY TIF Revenue First Received:	1990
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	01/1989
Economic Development	01/1989

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	310,000	6,924,700	0	0	0	7,234,700	0	7,234,700
Taxable	0	169,415	6,106,912	0	0	0	6,276,327	0	6,276,327
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	555,450	6,276,327	6,276,327	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: WINDSOR HEIGHTS (77G728)
 Urban Renewal Area: WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL (77072)
 TIF Taxing District Name: WIND HTS CITY/WDM SCH/URB WIND-HTS SS/89 TIF INCR
 TIF Taxing District Inc. Number: 770293
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 1990
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	01/1989
Economic Development	01/1989

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,284,200	37,899,050	0	0	0	40,183,250	0	40,183,250
Taxable	0	1,248,317	33,545,147	0	0	0	34,793,464	0	34,793,464
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	6,690,340	33,492,910	33,492,910	0	0

FY 2024 TIF Revenue Received: 1,903,267

TIF Taxing District Data Collection

Local Government Name: WINDSOR HEIGHTS (77G728)
 Urban Renewal Area: WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL (77072)
 TIF Taxing District Name: WIND HTS CITY/WDM SCH/URB WIND-HTS SS/14 AMD #3 TIF INCR
 TIF Taxing District Inc. Number: 770296
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,442,000	0	0	0	3,442,000	0	3,442,000
Taxable	0	0	2,953,715	0	0	0	2,953,715	0	2,953,715
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	3,941,500	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	WINDSOR HEIGHTS (77G728)
Urban Renewal Area:	WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL (77072)
TIF Taxing District Name:	WIND HTS CITY/WDM SCH/14 AMD #3 TIF INCR
TIF Taxing District Inc. Number:	770298
TIF Taxing District Base Year:	2013
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	1,600	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	WINDSOR HEIGHTS (77G728)
Urban Renewal Area:	WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL (77072)
TIF Taxing District Name:	WIND HTS CITY/DM SCH/URB WIND-HTS SS/95 & 96 AMD TIF INCR
TIF Taxing District Inc. Number:	770491
TIF Taxing District Base Year:	1995
FY TIF Revenue First Received:	2001
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	05/1995
Economic Development	05/1995

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	9,981,300	10,559,200	0	0	0	20,540,500	0	20,540,500
Taxable	0	5,454,791	8,961,230	0	0	0	14,416,021	0	14,416,021
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	4,093,000	14,416,021	14,416,021	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	WINDSOR HEIGHTS (77G728)
Urban Renewal Area:	WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL (77072)
TIF Taxing District Name:	WIND HTS CITY/WDM SCH/URB WIND-HTS SS/95 & 96 AMD TIF INCR
TIF Taxing District Inc. Number:	770493
TIF Taxing District Base Year:	1995
FY TIF Revenue First Received:	2001
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	05/1995
Economic Development	05/1995

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	172,200	142,200	0	0	0	314,400	0	314,400
Taxable	0	94,108	77,712	0	0	0	171,820	0	171,820
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	445,750	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	WINDSOR HEIGHTS (77G728)
Urban Renewal Area:	WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL (77072)
TIF Taxing District Name:	WIND HTS CITY AG/WDM SCH/URB WIND-HTS SS/89 TIF INCR
TIF Taxing District Inc. Number:	770519
TIF Taxing District Base Year:	1988
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	01/1989
Economic Development	01/1989

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	0	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name:	WINDSOR HEIGHTS (77G728)
Urban Renewal Area:	WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL (77072)
TIF Taxing District Name:	WIND HTS CITY/DM SCH/URB WIND-HTS SS/06 SUB FARMS TIF INCR
TIF Taxing District Inc. Number:	770663
TIF Taxing District Base Year:	2005
FY TIF Revenue First Received:	2005
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	12/2005
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,706,500	3,926,720	0	0	0	5,633,220	0	5,633,220
Taxable	0	932,603	3,322,332	0	0	0	4,254,935	0	4,254,935
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	2,562,040	3,071,180	3,071,180	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	WINDSOR HEIGHTS (77G728)
Urban Renewal Area:	WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL (77072)
TIF Taxing District Name:	WIND HTS CITY/DM SCH/URB WIND-HTS SS/09 AMD 63 & HICK TIF INCR
TIF Taxing District Inc. Number:	770798
TIF Taxing District Base Year:	2008
FY TIF Revenue First Received:	
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2029

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2007

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	84,286	0	0	0	0

FY 2024 TIF Revenue Received: 0



**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director
Adam Plagge, City Administrator

SUBJECT: Approve Colby Interests Annual Appropriation Payment For ALDI Project

GENERAL INFORMATION

On September 18th, 2021, The Windsor Heights City Council approved a Development Agreement with Colby Interests related to the construction of the ALDI's at 7100 University Ave. The Development Agreement stipulates semi-annual rebate payments to Colby Interests for up to ten years based on the incremental value of the project based on the TIF tax rate. The TIF tax rate is the applicable consolidated levy minus City, school and County debt levies and school PPEL levy. Rebate payments shall be in the total amount of \$600,000 or equal the documented costs for demolition, site preparation and infrastructure improvements, whichever is less. Colby Interest has provided documentation of applicable costs in excess of \$600,000, making the expected total rebate amount equal to \$600,000 less legal and administration costs.

The property had a base valuation of \$1,260,000 and a 2023 assessed value of \$4,220,000. With 2023 property taxes now being received, the City's first semi-annual payments are due December 1st, 2024 and June 1st, 2025. As the agreement is subject to Annual Appropriation, City Council must annually appropriate these payments. Annual appropriation protects the city's debt limit from being reduced by the full rebate amount over the life of the Development Agreement.

City staff has verified the property taxes are current, per the Development Agreement's requirements. Staff recommends City Council make the 2024-2025 appropriations per the agreement in the amount of \$81,443 with a December 1st, 2024 payment of \$40,721.50 and a June 1st, 2025 payment of \$40,721.50. \$8,000 in legal expenses have been deducted from the rebate payments per the Development agreement.

ATTACHMENTS

1. Development Agreement and Supporting Documents

DEVELOPMENT AGREEMENT

This Development Agreement is entered into between the City of Windsor Heights, Iowa (the "City") and Charles I. Colby and Ruth Colby National Development Trust (the "Developer") as of 10-18, 2021 (the "Commencement Date").

WHEREAS, the City has established the Windsor Heights Consolidated Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Redevelopment Property"); and

WHEREAS, the Developer has proposed to undertake the demolition of an existing building (the "Existing Building") on and the site preparation of the Redevelopment Property (the "Demolition and Site Preparation Project") necessary for the construction and operation of an Aldi grocery store (the "Grocery Store") thereon; and

WHEREAS, the Developer has proposed to convey the Redevelopment Property to Aldi, Inc. under a certain ground lease (the "Ground Lease") in order to facilitate the construction of the Grocery Store thereon; and

WHEREAS, the base valuation of the Redevelopment Property for purposes of calculating Incremental Property Tax Revenues, as herein defined, under this Agreement and Section 403.19 of the Code of Iowa is \$ 1,260,000 (the "Base Valuation"); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. **Grocery Store Development.** The Developer hereby acknowledges that failure by Aldi, Inc. to build the Grocery Store on the Redevelopment Property by December 31, 2023 will be an Event of Default under Section A.6 of this Agreement.

2. **Demolition and Site Preparation Project.** The Developer agrees to cause the completion of the Demolition and Site Preparation Project on the Redevelopment Property in accordance with the timeline and specifications set forth on Exhibit B hereto. The Demolition and Site Preparation Project shall minimally include the demolition of the Existing Building, the removal of all debris related to the demolition of the Existing Building, the necessary soil and environmental testing, the grading, compaction, concrete, sidewalks, lighting, landscaping and any site preparation work necessary for the construction of the Grocery Store on the Redevelopment Property.

5. Property Taxes.

A. Payment of Taxes. The Developer agrees to make or ensure timely payment of all property taxes for which the Developer is responsible under the laws of the State of Iowa as they come due with respect to the Redevelopment Property throughout the Term, as hereinafter defined, and upon request, to submit to the City a receipt or cancelled check in evidence of each such payment.

B. Taxability of Property. The Developer shall not, during the Term, as hereinafter defined, cause or voluntarily permit the Redevelopment Property or the completed Development Project to become exempt from property taxation whether through the application for property tax exemption or abatement, the sale or leasing of such property to an entity that is exempt from property taxation or through any other means.

6. Default Provisions.

A. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Developer to enter into the Ground Lease pursuant to the terms and conditions of this Agreement.
- II. Failure by Aldi, Inc. to build the Grocery Store by December 31, 2023, pursuant to the terms and conditions of this Agreement.
- III. Failure by the Developer to complete construction of the Demolition and Site Preparation Project pursuant to the terms and conditions of this Agreement.
- IV. Failure by the Developer to ensure timely payment of property taxes when due and owing.
- V. Failure by the Developer to timely submit a Developer's Estimate during the Term of this Agreement.
- VI. Failure by the Developer to observe or perform any material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, City shall then have the right to:

- I. Withhold the Payments under Section B.2 of this Agreement; or
- II. Terminate this Agreement.

4,22 m

Certification is made, and continuing for a period of a total of ten (10) fiscal years, provided, however, that no Payments will be made after the sooner of (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (ii) June 1, 2035.

For example, assuming the Triggering Certification is made October 15, 2024 and all appropriation determinations are approved affirmatively by the City Council under Section B.3 below, then Payments will be made on each December 1 and June 1, beginning December 1, 2025, and continuing through and including the sooner of June 1, 2035 or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

3. **Annual Appropriation.** The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, beginning in the fiscal year in which the Triggering Certification is filed, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2035.

4. **Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2022 and on June 1, 2023, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2021). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Polk County Treasurer attributable to the taxable incremental valuation of the Redevelopment Property in the six (6) months immediately preceding such Payment due date.

5. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

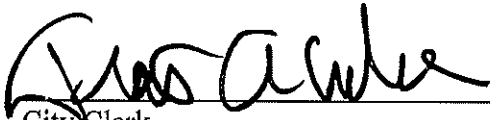
1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

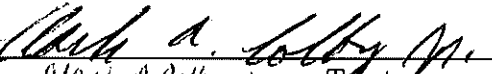
CITY OF WINDSOR HEIGHTS, IOWA

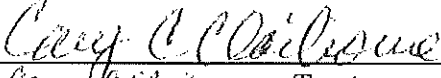
By: 
Mayor

Attest:


City Clerk

CHARLES I. COLBY AND RUTH
COLBY NATIONAL DEVELOPMENT
TRUST

By: 
Clark A. Colby Jr., Trustee

By: 
Cary C. Claiborne, Trustee

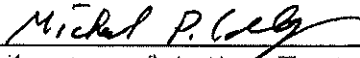
By: 
Michael P. Colby, Trustee

EXHIBIT B
**TIMELINE AND SPECIFICATIONS OF DEMOLITION AND SITE PREPARATION
PROJECT**

EXHIBIT B
**TIMELINE AND SPECIFICATIONS OF DEMOLITION AND SITE PREPARATION
PROJECT**

1) Demolition of the existing building on the Premises, including:

Single Mobilization and demobilization of equipment to and from site
Obtain the demolition permits
Filing the 10-day NESHAP notification
Demolition, removal, and disposal of the strip mall building
Removal and disposal of the building foundation, floors and footing
Removal and disposal of the designated sidewalk around the building
Removal and disposal of the light poles including bases and footings

Completion Date: Approximately March 2022

2) Site preparation

Geotechnical studies, civil engineering, soil testing, compaction, site grading, utility installation, parking area, curbing and parking area lighting.

Completion Date: Approximately July 2022, not including parking area improvements.

3) Road reconstruction

Repair Apple Valley Drive following completion of the building.

Completion Date: Upon project completion on or before July 2023

EXHIBIT D
DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Redevelopment Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Redevelopment Property (as of January 1, 2021):
\$_____.
- (4) Incremental Taxable Valuation of Redevelopment Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "Developer's Estimate")

EXHIBIT C
FORM OF COVER PAGE FOR DEMOLITION AND SITE
PREPARATION PROJECT COSTS DOCUMENTATION

Date submitted: _____

Submitted by: Colby Management Company

Contact information: Brian Sheriff, President. 515-274-3411

Index of Invoices/Statements Attached to substantive request:

1. DeCarlo Demolition Company - Invoice E22-028

G.A. Johnson and Son - General Contractor for Aldi

2. Earthwork, Exterior Improvements, Utilities Bid Sheet

3. AIA Doc G702 - App #7 - Central Iowa Dirt Works

4. AIA Doc G702 - App #6 - Portland Construction Co.

5. Speck Enterprises - Invoice #100199

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Demolition and Site Preparation Project.

CHARLES I. COLBY AND RUTH COLBY
NATIONAL DEVELOPMENT TRUST

By: 
Trustee

Reviewed and accepted by the City of Windsor Heights, Iowa this _____ day of _____,
20__.

By: _____
City Administrator

DeCarlo Demolition Company
260 N.E. 44th Ave
Des Moines, IA 50313
515-243-1151
Info@decarlodemolition.com

PAID
JUL 14 2022
PAID
PAID



BILL TO
6581 UNIVERSITY
AVENUE
WINDSOR HEIGHTS, IA
50321

INVOICE E22-028

DATE 07/11/2022 TERMS Net 30

DUE DATE 08/10/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
05/19/2022	Time and Materials: See PDF Attached May 19, 2022	1	3,925.00	3,925.00
05/20/2022	Time and Materials: See PDF Attached May 20, 2022	1	4,231.25	4,231.25
05/23/2022	Time and Materials: See PDF Attached May 23, 2022	1	4,475.00	4,475.00
05/24/2022	Time and Materials: See PDF Attached May 24, 2022	1	4,475.00	4,475.00
05/25/2022	Time and Materials: See PDF Attached May 25, 2022	1	4,025.00	4,025.00

www.decarlodemolition.com

①

DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/10/2022	Per Contract: Work Complete at 7100 University Avenue in Windsor Heights, IA (Apple Valley). Building Demolition Scope: o Work to be completed per Existing Site & Removal Plan C-210 dated 2/18/2022 o Owner to coordinate with Mid-American energy to disconnect gas meter and electrical services including transformer o Filing of the 10 Day NESHAP Report to the Iowa DNR o Obtaining of the demolition permit from the City of Windsor Heights o Mobilization and demobilization of manpower and equipment to and from the site o Demolition, removal, and disposal of the 4,026 SF Building including the building concrete slab, footings and building sidewalk o Demolition, removal, and disposal of the 13,159 SF Building including the building concrete slab, footings and building sidewalk o Removal and disposal of the designated light poles, bases and footings as shown on plans o Removal and disposal of the water hydrant, valve, and water main as shown on Removal Plans C-210 dated 2/18/22 o Removal and disposal of the existing sanitary service lines as shown on Removal Plans C-210 dated 2/18/22 o Rough grading of the disturbed area for drainage o Others to Remove parking lot, trees and other site work including site work utilities.	1	125,000.00	125,000.00
06/10/2022	Per Contract: Utility Disconnect Scope: o Disconnect 6" water service at the main o Disconnect up to 4 sewer services south of the building	1	18,975.00	18,975.00

Thank you for your business! We would appreciate if you could take a few minutes to write a review on Google for us.

TOTAL DUE	\$165,106.25
------------------	---------------------

www.decarlodemolition.com

ALDI PROJECT: #116 Windsor Heights, IA		
ADDRESS: University Ave		
DATE: 5/9/2022		
Store Type: Ground-Up		
GENERAL CONTRACTOR:		G.A. Johnson and Son
24 (950067)	ELECTRICAL Building Electrical Work and Fixtures	\$265,000.00
	Total Electric (Div 26 + Div 33) <i>FOR REFERENCE ONLY</i>	\$291,000.00
TOTAL DIVISION 26		\$265,000.00
31 (950056)	EARTHWORK Excavation & Erosion Control Site Layout & Testing Aggregate Stone Piers Site Demolition Tephrite Control	\$340,489.00 \$0.00 \$85,411.00 \$80,860.00 \$0.00
TOTAL DIVISION 31		\$505,960.00
32 (950070)	EXTERIOR IMPROVEMENTS Asphalt Paving Pike Rack (material only) Fencing Guard Rails Landscaping, Irrigation & Topsoil Lot Striping/Resealing/Restriping Concrete Curbs & Gutters/Concrete Sidewalks & Approaches Concrete Paving Truck Dock Slab, Footings, Walls & Stair Site Retaining Walls	\$0.00 \$750.00 \$3,000.00 \$0.00 \$85,000.00 \$7,000.00 \$95,000.00 \$225,000.00 \$95,000.00 \$0.00
TOTAL DIVISION 32		\$500,750.00
33 (950059)	UTILITIES Fire & Domestic Water Services Sanitary Sewer Storm Sewer Site Electrical Work Gas Service Off-site Traffic Management	\$60,255.00 \$29,456.00 \$598,371.00 \$29,000.00 \$0.00
TOTAL DIVISION 33		\$717,082.00
PROJECT COST SUMMARY		
GENERAL REQUIREMENTS		
EXISTING CONDITIONS		
TOTAL BUILDING COST		\$1,723,792.00
TOTAL SITE COST		\$0.00
STATE REQUIRED TAXES		\$0.00
SITE IMPACT FEES		
GC OVERHEAD & PROFIT		
TOTAL PROJECT COST (INCL. ALTERNATES)		
ALTERNATES		
(Please enter the net differential value. For example: parking lot asphalt bld is \$100,000 and a concrete alternate is \$150,000. In this case, enter \$50,000 as the alternate cost.)		
Performance/ Payment Bond		\$0.00
Alternate # 1: HD Paving in LO Areas		\$0.00
Alternate # 2: Brick B in lieu of Brick A		\$0.00
Alternate # 3: Brick C in lieu of Brick A		\$0.00
Alternate # 4: CMU in lieu of Concrete Foundation per drawing S-502		\$0.00
Alternate # 5: Alternate Add to build the pad up with stone		\$75,000.00
Alternate # 6: Concrete Parking Lot Stabilization		\$0.00
Alternate # 7: [DESCRIPTION]		\$0.00
Alternate # 8: [DESCRIPTION]		\$0.00
Alternate # 9: [DESCRIPTION]		\$0.00
Alternate #10: [DESCRIPTION]		\$0.00
ALTERNATES TOTAL		\$75,000.00
TOTAL PROJECT COST INCLUDING ALTERNATES		

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER):
GA Johnson & Sons

PROJECT:
Aldis - Windsor Heights

APPLICATION #: 7

PERIOD TO: 31-Dec-22

PROJECT NO.:

DISTRIBUTION TO:
OWNER
ARCHITECTS
CONTRACTOR

FROM (SUB-CONTRACTOR):
Central Iowa Dirt Works

CONTRACT DATE:

VIA CONSTRUCTION MANAGER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$929,329.00
2. Net change by Change Orders \$59,327.76
3. CONTRACT SUM TO DATE (Line 1+2) \$988,656.76
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$988,656.76

5. RETAINAGE:

- a. 10% of Completed Work 10 % \$98,865.68 (column D + E on G703)
- b. % of Stored Material \$0.00 (column F on G703)

Total Retainage (Line 5a+5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

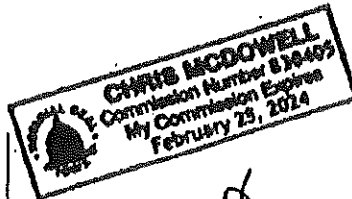
(Line 6 from prior Certificate)

8. TOTAL PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$98,865.68

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by change Order		\$0.00



CONTRACTOR:
By: *[Signature]* Date: 12/16/22

State of: Iowa

Subscribed and sworn to before me this 16 day of December, 2022

Notary Public: *[Signature]* Chris McDowell

My Commission expires: 2/25/2024

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge information & belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: Date:

ARCHITECT:

By: Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 1 OF 1

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER

12/16/2022

PERIOD TO: 12/31/2022

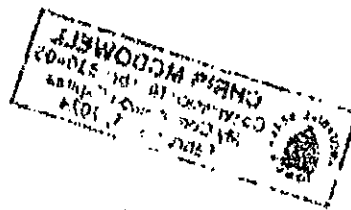
Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G-G)	I RETAINAGE 10 %
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					
24100	Demolition	\$88,000.00	\$88,000.00	\$0.00	\$0.00	\$0.00	\$88,000.00	\$0.00	\$8,800.00
310000	Earthwork Labor	\$124,300.00	\$114,300.00	\$10,000.00	\$0.00	\$0.00	\$124,300.00	\$0.00	\$12,430.00
333100	Water Utilities Labor	\$27,122.00	\$27,122.00	\$0.00	\$0.00	\$0.00	\$27,122.00	\$0.00	\$2,712.20
333100	Water Utilities Material	\$14,128.00	\$14,128.00	\$0.00	\$0.00	\$0.00	\$14,128.00	\$0.00	\$1,412.80
333100	Sanitary Sewer Labor	\$19,374.00	\$19,374.00	\$0.00	\$0.00	\$0.00	\$19,374.00	\$0.00	\$1,937.40
333100	Sanitary Sewer Materials	\$2,900.00	\$2,900.00	\$0.00	\$0.00	\$0.00	\$2,900.00	\$0.00	\$290.00
334000	Storm Sewer & Drainage Labor	\$54,246.00	\$54,246.00	\$0.00	\$0.00	\$0.00	\$54,246.00	\$0.00	\$5,424.60
334000	Storm Sewer & Drainage Materials	\$59,535.00	\$59,535.00	\$0.00	\$0.00	\$0.00	\$59,535.00	\$0.00	\$5,953.50
321116	Aggregate Base Labor	\$21,500.00	\$21,500.00	\$0.00	\$0.00	\$0.00	\$21,500.00	\$0.00	\$2,150.00
321116	Aggregate Base Material	\$67,000.00	\$67,000.00	\$0.00	\$0.00	\$0.00	\$67,000.00	\$0.00	\$6,700.00
334823	Storm Detention Underground Labor	\$156,415.00	\$156,415.00	\$0.00	\$0.00	\$0.00	\$156,415.00	\$0.00	\$15,641.50
334823	Storm Detention Underground Material	\$294,808.00	\$294,808.00	\$0.00	\$0.00	\$0.00	\$294,808.00	\$0.00	\$29,480.80
CO-1	Change Order #1	\$16,400.00	\$16,400.00	\$0.00	\$0.00	\$0.00	\$16,400.00	\$0.00	\$1,640.00
CO-2	Change Order #2	\$9,250.00	\$9,250.00	\$0.00	\$0.00	\$0.00	\$9,250.00	\$0.00	\$925.00
CO-3	Change Order #3	(\$17,802.24)	(\$17,802.24)	\$0.00	\$0.00	\$0.00	(\$17,802.24)	\$0.00	(\$1,780.22)
CO-4	Change Order #4	\$51,480.00	\$0.00	\$51,480.00	\$0.00	\$0.00	\$51,480.00	\$0.00	\$5,148.00
Total		\$988,655.76	\$827,176.76	\$161,480.00	\$0.00	\$0.00	\$988,655.76	\$0.00	\$98,865.58

modified per contract 703



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

GENERAL CONTRACTOR: PROJECT: Aldi Food Store #116
 GA Johnson & Son 7100 University Ave
 828 Foster Street Windsor Heights, IA 50324
 Evanston, Illinois 60201
 VIA ARCHITECT:
 Portland Construction Company
 1615 SE Cortina Dr., Suite 106
 Ankeny, IA 50021
 CONTRACT FOR: Concrete Work

APPLICATION NO: 6
 PERIOD TO: 12/31/2022
 CONTRACT NO:
 PROJECT NOS:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACT DATE: 5/17/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

ORIGINAL CONTRACT SUM \$ 768,202.00
 Net change by Change Orders \$ 78,822.33
 CONTRACT SUM TO DATE (Line 1 ± 2) \$ 847,024.33
 TOTAL COMPLETED & STORED TO \$ 844,588.03
 DATE (Column G on G703)

RETAINAGE:
 a. 10 % of Completed Work \$ 84,458.80
 (Column D + E on G703)
 b. 10 % of Stored Material \$
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703)

TOTAL EARNED LESS RETAINAGE \$ 84,458.80
 (Line 4 Less Line 5 Total) \$ 760,129.23
 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
 CURRENT PAYMENT DUE \$ 612,386.18
 BALANCE TO FINISH, INCLUDING RETAINAGE \$ 147,743.05
 (Line 3 less Line 6) \$ 86,895.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$47,090.58	
Total approved this Month	\$31,731.75	
TOTALS	\$78,822.33	\$0.00
NET CHANGES by Change Order	\$78,822.33	

CONTRACTOR: Portland Construction Company

By: Sandra Cervantes Date: 12/20/22

State of: IOWA County of: POLK
 Subscribed and sworn to before me this day of
 Notary Public
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:

By: _____ Date: _____

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-6252
 DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
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Exhibit A

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 6
APPLICATION DATE: 12/20/22

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 12/31/22

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

ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
1	Foundation	\$332,484.00	\$332,484.00			\$332,484.00	100.00%		\$33,248.40
2	Foundation Insulation	\$11,480.00	\$11,480.00			\$11,480.00	100.00%		\$1,148.00
3	Monument Sign Footing	\$4,000.00		\$4,000.00		\$4,000.00	100.00%		\$400.00
4	Loading Dock Stair Foundation	\$12,500.00	\$12,500.00			\$12,500.00	100.00%		\$1,250.00
5	5" SOG	\$140,422.00	\$140,422.00			\$140,422.00	100.00%		\$14,042.20
6	Freezer Slab	\$10,395.00	\$10,395.00			\$10,395.00	100.00%		\$1,039.50
7	8" Dock Slab/Stoop	\$1,250.00	\$1,250.00			\$1,250.00	100.00%		\$125.00
8	6" Pallet Bumper Infill	\$6,780.00	\$6,780.00			\$6,780.00	100.00%		\$678.00
9	6" Housekeeping Pad Infill	\$1,280.00	\$1,280.00			\$1,280.00	100.00%		\$128.00
10	6" Shop Cap	\$1,290.00	\$1,290.00			\$1,290.00	100.00%		\$129.00
11	Loading Dock Steps	\$5,000.00	\$5,000.00			\$5,000.00	100.00%		\$500.00
12	8" Reinforced PCC @ Loading Dock	\$9,240.00	\$9,240.00			\$9,240.00	100.00%		\$924.00
13	6.5" Nonreinforced PCC	\$37,388.00	\$37,388.00			\$37,388.00	100.00%		\$3,738.80
14	5" Nonreinforced PCC	\$150,950.00	\$30,190.00	\$120,760.00		\$150,950.00	100.00%		\$15,095.00
15	5" Nonreinforced Sidewalk	\$24,363.00	\$18,759.51	\$3,167.19		\$21,926.70	90.00%	\$2,436.30	\$2,192.67
16	Gate Posts and Bollards	\$5,100.00	\$5,100.00			\$5,100.00	100.00%		\$510.00
17	Cart Curb	\$9,780.00	\$9,780.00			\$9,780.00	100.00%		\$978.00
18	Striping/Signage	\$4,500.00		\$4,500.00		\$4,500.00	100.00%		\$450.00
CO 1	Granular under SOG	\$21,100.00	\$21,100.00			\$21,100.00	100.00%		\$2,110.00
CO 2	Foundation Revisions	\$747.50	\$747.50			\$747.50	100.00%		\$74.75
CO 3	Polished SOG	\$11,984.38	\$11,984.38			\$11,984.38	100.00%		\$1,198.44
CO 4	Overtime Labor	\$9,132.50	\$9,132.50			\$9,132.50	100.00%		\$913.25
CO 5	Dock Leveler	\$4,126.20	\$4,126.20			\$4,126.20	100.00%		\$412.62
CO 6	Winter Conditions	\$23,856.75		\$23,856.75		\$23,856.75	100.00%		\$2,385.68
CO 7	M4 Concrete	\$7,525.00		\$7,525.00		\$7,525.00	100.00%		\$752.50
CO 8	Fix Sidewalk at Railings	\$350.00		\$350.00		\$350.00	100.00%		\$35.00
GRAND TOTALS		\$847,024.33	\$680,429.09	\$164,158.94	\$0.00	\$844,588.03	99.71%	\$2,436.30	\$84,458.80

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5222

G703-1992

Exhibit A



P.O. Box 21009
Des Moines, IA 50321
Phone: (515) 285-4649
Fax: (515) 285-0471

Invoice

Date	Invoice #
7/7/2023	100199

Bill To
Colby Interests 6581 University Ave. Windsor Heights, IA 50311

P.O. No.	Terms
	Net 30

Description	Quantity	Rate	Amount
Apple Valley Road			
Concrete Road Way - Saw and remove specified areas of damaged concrete in Road way. Replace with 8" depth of M4 Concrete drilled and pinned to existing slabs with #4 Rebar. Price includes: #4 Rebar Mat 5' OCEA ; joint sealing new concrete ; 2" Road Stone Base (11,100 Sq.Ft.)		116,550.00	116,550.00
Storm Sewer- Remove and replace approximately 67 LF of 30" pipe and 1 new storm manhole. *Adjusted price*		12,125.00	12,125.00
Concrete Road Way Curb - Additional Price to replace all curb adjoining new slabs. (360 LF) NOTE: Curb to be monolithic with new slabs		16,200.00	16,200.00
Seal Existing Concrete Joints - Wetsaw all control joints through entire road way that will not be replaced to remove all old material. Blow out with compressed air, install backer rod, and seal with Hot Pour Rubber. Includes and cracks. (5500 LF)		11,000.00	11,000.00T
Sales Tax 7% - Polk County		7.00%	770.00
JUL 07 2023 CP			

Subject to 1.65% per month after 30 days. Thank you.

Total	\$156,645.00
Payments/Credits	\$0.00
Balance Due	\$156,645.00

EXHIBIT D
DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October 1, 20 23.
- (2) Assessed Taxable Valuation of Redevelopment Property as of January 1, 20 23 :
\$ 4,220,000.
- (3) Base Taxable Valuation of Redevelopment Property (as of January 1, 2021):
\$ 1,260,000.
- (4) Incremental Taxable Valuation of Redevelopment Property (2 minus 3):
\$ 2,960,000 (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 30.21714 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

$$\underline{\$30.21714} \times \$2,960,000 / 1000 = \underline{\$89,443} \text{ (the "Developer's Estimate")}$$

Minus \$8,000 Legal/Admin Costs per the Developer Agreement

89,443

- 8,000

\$81,443 amount due for the full

Year. Paid in two payments as follows:

December 1, 2024: \$40,721.50

June 1, 2025: \$40,721.50

Paid to Charles I. Colby and Ruth Colby National Development Trust.

Rachelle Shin
Finance Director
11/13/24

IOWA DEPARTMENT OF MANAGEMENT
FY2024/2025 TAX LEVIES BASED ON
JANUARY 1, 2023 TAXABLE VALUATIONS, POLK COUNTY, IOWA
For TIF Increment taxing districts "Net Consolidated Tax Rate for TIF Tax Revenue" is the "Consolidated Tax Rate" less any "Debt Service/403.19 Excluded Tax Rates Combined".

District Number	District Name	Property Type	TIF Type	City Ag Land	City Exempt	Consolidated Tax Rate	Debt Service/403.149 Excluded Tax Rates Combined	Net Consolidated Tax Rate for TIF Tax Revenue
770114	WEBSTER TWP/JOHNSTON SCH	R	N	N	N	29.91071	0.00000	0.00000
770117	WEBSTER TWP/JOHNSTON SCH/URB SS	R	N	N	N	30.12409	0.00000	0.00000
770069	WIND HTS CITY AG/MDM SCH/URB WIND-HTS SS	U	N	Y	N	23.78370	0.00000	0.00000
770290	WIND HTS CITY AG/MDM SCH/URB WIND-HTS SS/89 TIF BASE	U	B	Y	N	23.78370	0.00000	0.00000
770519	WIND HTS CITY AG/MDM SCH/URB WIND-HTS SS/89 TIF INCR	U	I	Y	N	23.78370	4.42869	19.35501
770036	WIND HTS CITY/MDM SCH/URB WIND HTS SS	U	N	N	N	40.47846	0.00000	0.00000
770662	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/06 SUB FARMS TIF BASE	U	B	N	N	40.47846	0.00000	0.00000
770663	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/06 SUB FARMS TIF INCR	U	I	N	N	40.47846	8.31276	32.16570
770797	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/09 AMD 63 & HICK TIF BASE	U	B	N	N	40.47846	0.00000	0.00000
770798	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/09 AMD 63 & HICK TIF INCR	U	I	N	N	40.47846	8.31276	32.16570
770286	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/16 AMD ADDITION TIF BASE	U	B	N	N	40.47846	0.00000	0.00000
770287	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/16 AMD ADDITION TIF INCR	U	I	N	N	40.47846	8.31276	32.16570
770288	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/89 TIF BASE	U	B	N	N	40.47846	0.00000	0.00000
770289	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/89 TIF INCR	U	I	N	N	40.47846	8.31276	32.16570
770490	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/95 & 96 AMD TIF BASE	U	B	N	N	40.47846	0.00000	0.00000
770491	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/95 & 96 AMD TIF INCR	U	I	N	N	40.47846	8.31276	32.16570
770032	WIND HTS CITY/MDM SCH	U	N	N	N	37.62168	0.00000	0.00000
770297	WIND HTS CITY/MDM SCH/14 AMD #3 TIF BASE	U	B	N	N	37.62168	0.00000	0.00000
770298	WIND HTS CITY/MDM SCH/14 AMD #3 TIF INCR	U	I	N	N	37.62168	7.80502	29.81666
770033	WIND HTS CITY/MDM SCH/URB WIND HTS SS	U	N	N	N	38.02216	0.00000	0.00000
770295	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/14 AMD #3 TIF BASE	U	B	N	N	38.02216	0.00000	0.00000
770296	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/14 AMD #3 TIF INCR	U	I	N	N	38.02216	7.80502	30.21714
770292	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/89 TIF BASE	U	B	N	N	38.02216	0.00000	0.00000
770293	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/89 TIF INCR	U	I	N	N	38.02216	7.80502	30.21714
770492	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/95 & 96 AMD TIF BASE	U	B	N	N	38.02216	0.00000	0.00000
770493	WIND HTS CITY/MDM SCH/URB WIND-HTS SS/95 & 96 AMD TIF INCR	U	I	N	N	38.02216	7.80502	30.21714

Tax Calculation				
Parcel/Geoparc Number	Alternate Parcel Number	Class	Status	Assessed Year
782503226002	292.00079.004.000	Commercial	Active	2023

Statement of Tax	WIND HTS CITY/WDM SCH/URB WIND HTS SS	View Tax Calculation	2023
	Assessed Value	Taxable Value	
Land	\$1,330,000.00	\$1,189,601.00	
Dwelling	\$0.00	\$0.00	
Farm Buildings	\$2,890,000.00	\$2,584,922.00	
Less Military		\$0.00	
Total	\$4,220,000.00	\$3,774,523.00	
* Multiply Taxable Value by the Levy Rate 0.03802216			
Equals Gross Tax \$143,515.52			
Less Credits: Homestead \$0.00			
Elderly/Disabled \$0.00			
Ag Land \$0.00			
Family Farm \$0.00			
Commercial \$0.00			
NET TAX: \$143,516.00			

Assessed Value is determined by either the county assessor or the State of Iowa, Department of Revenue. Taxable value reflects adjustments as determined by the State of Iowa. Agricultural parcels may have a dwelling net value assessed at a non-agricultural, tax levy rate.

Payments			
Parcel/Geoparcel Number	Alternate Parcel Number	Class	Status
782503226002	292.00079.004.000	Commercial	Active

Real Estate Payment History						
Installment	Year	Bill Number	Receipt Number	Charge Type	Amount Paid	Date Paid
1	2023	RE795112	R01406779	Tax	\$71,758.00	9/23/2024
1	2022	RE611853	R01042789	Tax	\$21,753.00	9/22/2023
2	2022	RE611853	R01125756	Tax	\$21,753.00	3/14/2024
1	2021	RE430994	R00684823	Tax	\$21,613.00	9/28/2022
2	2021	RE430994	R00871937	Tax	\$21,613.00	3/29/2023
1	2020	RE245143	R00324956	Tax	\$21,464.00	9/28/2021
2	2020	RE245143	R00508179	Tax	\$21,464.00	3/30/2022
1	2019	RE1146503		Tax	\$21,627.00	9/28/2020
2	2019	RE1146503	R00140789	Tax	\$21,627.00	3/29/2021
1	2018	RE1147253		Tax	\$21,195.00	9/24/2019
2	2018	RE1147253		Tax	\$21,195.00	3/31/2020
1	2017	RE1148253		Tax	\$21,229.00	9/28/2018
2	2017	RE1148253		Tax	\$21,229.00	3/27/2019
1	2016	RE1149253		Tax	\$19,653.00	9/26/2017
2	2016	RE1149253		Tax	\$19,653.00	3/27/2018
1	2015	RE1150255		Tax	\$18,825.00	9/27/2016
2	2015	RE1150255		Tax	\$18,825.00	3/30/2017
1	2014	RE1741182		Tax	\$16,817.00	9/29/2015
2	2014	RE1741182		Tax	\$16,817.00	3/31/2016
1	2013	RE1539174		Tax	\$18,994.00	9/29/2014
2	2013	RE1539174		Tax	\$18,994.00	3/30/2015
1	2012	RE1137337		Tax	\$21,273.00	9/30/2013
2	2012	RE1137337		Tax	\$21,273.00	3/31/2014
1	2011	RE 007332158		Tax	\$20,776.00	10/1/2012
2	2011	RE 007332158		Tax	\$20,776.00	3/29/2013
1	2010	RE 007164910		Tax	\$26,030.00	9/29/2011
2	2010	RE 007164910		Tax	\$26,030.00	3/30/2012
1	2009	RE 006998079		Tax	\$26,024.00	9/30/2010
2	2009	RE 006998079		Tax	\$26,024.00	3/30/2011
1	2008	RE 006831621		Tax	\$30,728.00	10/2/2009
2	2008	RE 006831621		Tax	\$30,728.00	3/31/2010
1	2007	RE 006665572		Tax	\$31,522.00	9/29/2008
2	2007	RE 006665572		Tax	\$31,522.00	3/31/2009
1	2006	RE 006664531		Tax	\$28,584.00	9/28/2007
2	2006	RE 006664531		Tax	\$28,584.00	3/28/2008
1	2005	RE 006500773		Tax	\$28,213.00	9/29/2006
2	2005	RE 006500773		Tax	\$28,213.00	3/30/2007

EXHIBIT F
SUMMARY OF ACCEPTED DEMOLITION AND SITE PREPARATION COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City
May 2022	\$165,106.25	Demolition of Building	
May 2022	\$1,833,244.00	Earthwork, exterior improvements, utilities	
July 2023	\$156,645.00	Apple Valley Road improvements	



**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL

FROM: Andy Larson

SUBJECT: Approve No Parking Signage on Wilshire Blvd at 74th and 75th

GENERAL INFORMATION

Public Works Staff completed an assessment regarding the need for the installation of No Parking signage throughout the City in potentially hazardous locations. The intersections of 74th Street and 75th Street at Wilshire Blvd. presented themselves as locations where the installation of additional signage is needed. Vehicles parking on the street directly at these intersections creates a highly congested and a potentially unsafe travel corridor. The following photos show the parking habits of vehicle owners on a regular basis. Subject to Council approval, No Parking Between Signs will be installed to restrict the ability of vehicles to park directly in the intersection. The areas of the proposed signage to be installed are highlighted below and will open all travel paths within these two intersections.









ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Approve Re-Submission of the MidAmerican ICON Water Access Grant

GENERAL INFORMATION

Last year the City applied for \$125,000 in grant funding to construct a Walnut Creek water access point in Colby Park south of the amphitheater similar but reduced in size to what is conceptualized in the Colby Park Master Plan as shown



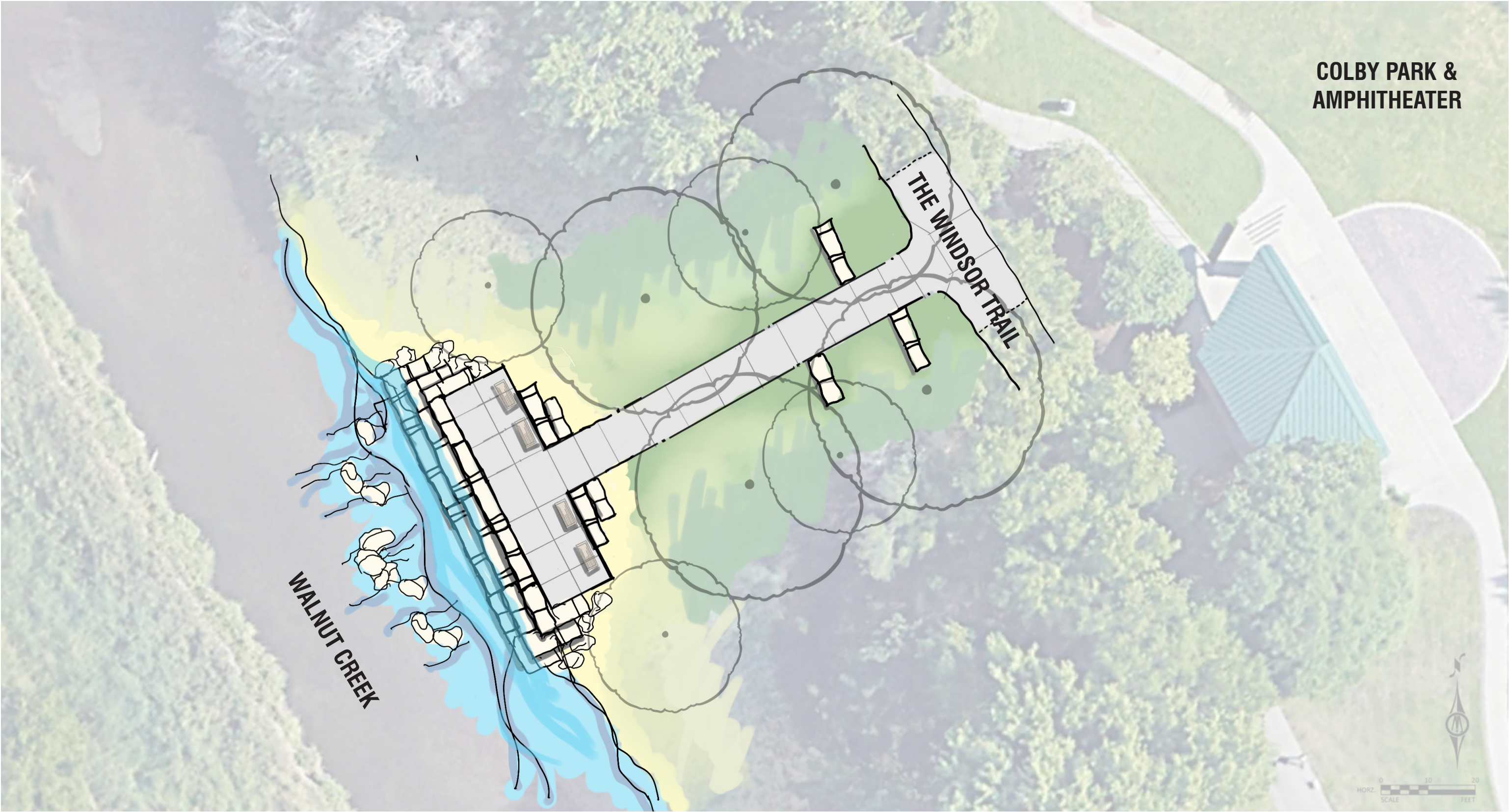
here.

The grant application was not funded. Attached is a reapplication for the current MidAmerican ICON Water Access grant cycle. The estimated construction cost for the water access, with 20% contingency, has been updated to \$207,000. The funding gap the City may need to fill if the grant is awarded is estimated at \$82,000 with a proposed construction timeline of between June 2025 – November 2026. The Water Trail Access is a listed project in the City's Urban Renewal Plan and the staff recommendation would be to utilize TIF dollars to fill any funding gap if the grant is awarded to

the City.

ATTACHMENTS

1. 2024.11.12_11x17_ICON_WindsorHeights
2. MidAmerican ICON Water Access Grant Application DRAFT 11.12.24
3. Project Budget Cost Est



MidAmerican ICON Water Access DRAFT

ICON Jurisdiction: City of Windsor Heights

Point of Contact Name: Adam Plagge

Point of Contact Title: City Administrator

Address: 1145 66th Street, Suite 1, Windsor Heights, IA 50324

Email: aplagge@windsorheights.org

Phone: 515-645-6808

Project Title: Colby Park Water Access

Project Location: Colby Park, 6900 School Street, Windsor Heights, IA 50324

Project Timeline: June 2025 – November 2026

Detailed Project Budget: See attached PDF for a detailed project budget.

Budget Narrative: The allocated funds will be utilized for the construction of a walkway and access to Walnut Creek. The expenses encompass mobilization, erosion and sediment control, clearing and grubbing, dewatering, excavation, 200 square yards of concrete pavement, limestone steps, benches, trees, wetland plantings, native seeding, and other miscellaneous items required to ensure the proper completion of the project.

Requested Funding: \$125,000

Explain how this project meets the goals of safety, conservation, economic development, tourism and workforce development and increased access to outdoor recreation:

The proposed project aims to install the Colby Park Water Access, an important community facility for recreation, relaxation, and social interaction. By developing the only access point within the City, Windsor Heights intends to address essential needs in four key areas: safety, economic development, demographics, and public health benefits.

1. Safety:

The implementation of Colby Park Water Access will include the addition of a walkway and access to ensure the well-being and safety of park visitors. These additions will provide a designated and secure area to access Walnut Creek, preventing visitors from attempting to reach the creek at other, potentially hazardous locations. By clearly defining the access points, the project will significantly enhance the overall safety of the park environment.

2. Economic Development:

Colby Park is a vibrant hub for residents and visitors alike, buzzing with activities and events year-round. The park comes alive with a variety of popular events, such as Movies in the Park drawing over 500 spectators, Windsor Wonderland attracting more than 1,000 guests, and the spectacular 4th of July festivities welcoming 3,300 attendees. The Fall Festival sees 2,500 joyful participants, while the Nights in the

Heights Concert Series captivates up to 1,250 music lovers, and the Touch a Truck event excites over 500 curious attendees.

Creating the Colby Park Water Access will undoubtedly inject new energy into this beloved area, drawing even more visitors and tourists, and stimulating economic growth by bolstering local businesses. By creating an inviting waterfront access point, we aim to significantly boost foot traffic and spark commercial activity in surrounding neighborhoods, ultimately contributing to the economic prosperity and vibrant community spirit of Windsor Heights.

3. Diversity:

The existing DART bus stop near the Colby Park Water Access, recognized as the busiest bus stop in the Des Moines Metro, significantly enhances accessibility for local residents and extends the project's reach beyond the immediate community. This increased accessibility encourages visitors from neighboring areas to explore the park, thereby fostering a more diverse and inclusive environment. Furthermore, it alleviates transportation barriers for individuals without personal vehicles, ensuring that a broader demographic can enjoy the park's amenities and contribute to its vibrancy.

4. Public Health Benefits:

The availability of outdoor recreational spaces, such as the Colby Park Water Access, is closely associated with a range of public health benefits, including enhanced mental well-being, physical fitness, and community involvement. With easy access to Walnut Creek, residents are likely to engage in outdoor activities such as kayaking, water play, fishing, and picnicking, thereby promoting active lifestyles and supporting sustained healthy behaviors in Windsor Heights. The Colby Park Water Access will be a central feature within Colby Park, which already hosts numerous community events, thereby fostering connections and enriching the social fabric of the community.

The City's strategic planning for construction timing aims to maximize efficiency and minimize disruptions to community access and activities in Colby Park. Now that the Colby Park Renovations are complete, the remaining Colby Park Water Access project will proceed concurrently with the ongoing 73rd Street reconstruction project between University and Hickman Road, which commenced in May 2024. This overlap will condense demolition and construction phases, thereby reducing trail closures and limiting impacts on park accessibility. Additionally, this combined approach may result in cost savings, as contractors are already active in the area.

During construction, trail traffic will be temporarily affected. The City has closed the BCycle rental station to reduce disruption. Colby Park, being Windsor Heights' main gathering space, will experience minimized downtime, allowing events such as Nights in the Heights and Movies in the Park to continue with fewer interruptions in the upcoming seasons.

With \$50,000 in matching funds from City resources and additional support from the MidAmerican Energy Regional Fund, Windsor Heights is dedicated to implementing the Colby Park Water Access project. These combined contributions will enhance

recreational opportunities within the community, promote physical and mental well-being, and sustain Colby Park as a central hub for health and wellness in the area.

Image 1: New inclusive play structure during Windsor Heights' Fall Fest 2024



Image 2: New splash pad during Windsor Heights' Fall Fest 2024



Image 3: New food truck plaza during Windsor Heights' Fall Fest 2024



Is this project one of the 86 identified in the original Central Iowa Water Trails feasibility study?: Yes

Is this project a 28E jurisdiction onboard with ICON?: Yes

Do you understand that receipt of a MidAmerican Energy Regional Fund grant will require the submittal of an annual summary report including use of funds, project summary, and project timeline? Yes

ENGINEER'S ESTIMATE

ICON Project- WINDSOR HEIGHTS

Preliminary Budget Estimate



Real People. Real Solutions.

BMI PROJECT NO. A13113231

Date: November, 2024

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
ICON Project - ESTIMATE					
1	MOBILIZATION	LS	1	\$ 10,000.00	\$ 10,000.00
2	EROSION / SEDIMENT CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
3	CLEARING AND GRUBBING	LS	1	\$ 10,000.00	\$ 10,000.00
4	DEWATERING	LS	1	\$ 15,000.00	\$ 15,000.00
5	COMMON EXCAVATION	CY	700	\$ 40.00	\$ 28,000.00
6	MODIFIED SUBBASE, 4"	SY	200	\$ 20.00	\$ 4,000.00
7	CONCRETE PAVEMENT, 5"	SY	200	\$ 90.00	\$ 18,000.00
8	LIMESTONE STEPS	TON	50	\$ 900.00	\$ 45,000.00
9	BENCHES	EA	4	\$ 1,500.00	\$ 6,000.00
10	RIP-RAP/REVTMENT	TON	50	\$ 85.00	\$ 4,250.00
11	TREES (1" CALIPER)	EA	6	\$ 350.00	\$ 2,100.00
12	WETLAND PLANTINGS	AC	0.1	\$ 5,000.00	\$ 500.00
13	NATIVE SEEDING (SEEDING, FERTILIZING, AND MULCHING)	AC	0.25	\$ 5,500.00	\$ 1,375.00
14	TEMPORARY RECP, TYPE 2C	SY	150	\$ 5.00	\$ 750.00
SUBTOTAL					\$150,000
CONTINGENCY (20%)					\$30,000
ENG./ADMIN. FEES (15%)					\$27,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$207,000



**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL

FROM: Andy Larson

SUBJECT: Approve Salt Shed Improvements Project Pay App 1

GENERAL INFORMATION

On Monday August 5, 2024, JC Midwest Services, LLC. was awarded a competitive bid contract for the Salt Shed Improvements Project along with a subsequent change order request approved by Council on October 7, 2024 totaling \$121,642.12. The scope of work outlined in the contract and project manual between the City and JC Midwest Services, LLC. has reached substantial completion. JC Midwest Services, LLC. is requesting payment of the contracted amount less a 5% retainage fee in the amount of \$115,560.01.

Summary

It is the recommendation of Public Works Staff to approve this pay request of \$115,560.01 to JC Midwest Services, LLC. for the work performed to substantial completion of the Salt Shed Improvement Project.

ATTACHMENTS

1. pay application 1_Signed
2. 20241114_Substantial Completion

Contractor's Application for Payment

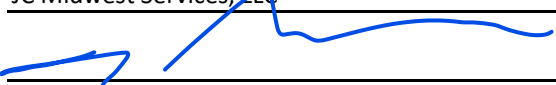
Owner:	City of Windsor Heights	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	0A1.133895
Contractor:	JC Midwest Services, LLC	Agency's Project No.:	
Project:	Salt Shed Improvements		
Contract:			
Application No.:	1	Application Date:	11/18/2024
Application Period:	From 10/1/2024	to	11/15/2024

1. Original Contract Price	\$	106,220.62
2. Net change by Change Orders	\$	15,421.50
3. Current Contract Price (Line 1 + Line 2)	\$	121,642.12
4. Total Work completed and materials stored to date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	121,642.12
5. Retainage		
a. 5% X \$ 121,642.12 Work Completed	\$	6,082.11
b. 5% X \$ - Stored Materials	\$	-
c. 1 X \$ - Liquidated Damages (Lump Sum)	\$	-
d. Total Retainage (Line 5.a + Line 5.b + Line 5.c)	\$	6,082.11
6. Amount eligible to date (Line 4 - Line 5.d)	\$	115,560.01
7. Less previous payments		
8. Amount due this application	\$	115,560.01
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

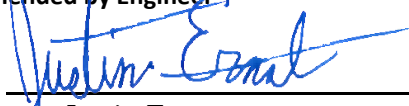
Contractor's Certification

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:	JC Midwest Services, LLC		
Signature:		Date:	11-15-2024
Name:	Joseph P. Canelos	Title:	Owner

Recommended by Engineer

By:	
Name:	Justin Ernst
Title:	Principal Engineer
Date:	11.15.2024

Approved by Owner

By:	
Name:	
Title:	
Date:	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:		City of Windsor Heights				Owner's Project No.:					
Engineer:		Bolton & Menk, Inc.				Engineer's Project No.:		0A1.133895			
Contractor:		JC Midwest Services, LLC				Agency's Project No.:					
Project:		Salt Shed Improvements									
Contract:											

Application No.:		1		Application Period:		From		10/01/24		to		11/15/24		Application Date:		11/18/2024	
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A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		% of Value of Item (H / F) (%)	Balance to Finish (F - H) (\$)
						Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
Original Contract											
1	BUILDING FOOTINGS AND WALLS	1.00	LS	106,220.62	106,220.62		-	1.00	106,220.62	100%	-
Original Contract Totals					\$ 106,220.62		\$ -		\$ 106,220.62		\$ -
Change Orders											
8001	Change Order 1	1.00	LS	15,421.50	15,421.50			1.00	15,421.50		-
Change Order Totals					\$ 15,421.50				\$ 15,421.50		\$ -
Original Contract and Change Orders											
Project Totals					\$ 121,642.12				\$ 121,642.12		\$ -

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Windsor Heights
Engineer: Bolton & Menk, Inc
Contractor: JC Midwest Services, LLC
Project: Salt Shed Improvements
Contract Name: Salt Shed Improvements

Owner's Project No.:
Engineer's Project No.: 0A1.133895
Contractor's Project No.:

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☐ All Work ☒ The following specified portions of the Work:

Construction of footings, walls and floor for a proposed salt shed in Windsor Heights

Date of Substantial Completion: November 14, 2024

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Section 1080, 1.14 of the SUDAS Specifications.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

1. Remove all remaining soil.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):

Name (printed):

Title:


Justin Ernst
Principal Engineer



**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Resolution No. 2024-68 - A Resolution Authorizing Adoption of Policies and Procedures Regarding Municipal Securities Disclosure

GENERAL INFORMATION

ATTACHMENTS

1. Resolution No. 2024-68 - Resolution Authorizing Adoption of Policies and Procedures Regarding Municipal Securities Disclosure
2. Resolution No. 2024-68 - EXHIBIT A Disclosure Policies and Procedures (Windsor Heights 2024)-v3
3. Dorsey_Securities_Law_Summary-v2

RESOLUTION NO. 2024-68

**RESOLUTION AUTHORIZING ADOPTION OF POLICIES AND PROCEDURES
REGARDING MUNICIPAL SECURITIES DISCLOSURE**

WHEREAS, pursuant to the laws of the State of Iowa, the City of Windsor Heights, Iowa (the “City”) has publicly offered, and likely will issue and publicly offer in the future, its notes, bonds or other obligations (the “Bonds”); and

WHEREAS, the City deems it necessary and desirable to adopt certain Policies and Procedures Regarding Municipal Securities Disclosure to be followed in connection with the issuance and on-going administration of publicly offered Bonds; and

WHEREAS, the proposed Policies and Procedures Regarding Municipal Securities Disclosure are attached hereto as Exhibit A (the “Disclosure Policies and Procedures”);

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

Section 1. The Disclosure Policies and Procedures attached hereto as Exhibit A are hereby adopted and shall be dated as of the date hereof.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved November 18, 2024.

Mayor

Attest:

City Clerk

City of Windsor Heights, Iowa

POLICIES AND PROCEDURES RE: MUNICIPAL SECURITIES DISCLOSURE

As an issuer of municipal securities (bonds and/or notes, referred to herein as “Bonds”), the City of Windsor Heights, Iowa (the “Issuer”) has adopted the policies and procedures set forth herein (collectively, the “Disclosure Policy”) to guide the Issuer’s actions with respect to complying with (1) the disclosure document (often referred to as the “official statement”) for publicly-offered bond transactions and (2) ongoing continuing disclosures associated with outstanding contractual obligations resulting from bond issues (also known as “continuing disclosure”). This Disclosure Policy is designed to provide the necessary policy framework and accompanying procedures for compliance by the Issuer with its disclosure responsibilities. It should be noted, however, issuers of municipal securities are primarily responsible for the content of their disclosure documents including on-going compliance with respect to continuing disclosure.

This Disclosure Policy includes the following elements: (1) disclosure training for officials responsible for producing, reviewing and approving disclosure; (2) establishment of procedures for review of relevant disclosure, and (3) ensuring that any procedures established are followed.

Background

The anti-fraud provisions of federal securities laws apply to municipal securities such as the Issuer’s Bonds. The U.S. Securities and Exchange Commission (the “SEC”) can bring enforcement actions against the Issuer, members of its governing body, government employees and elected officials, and professionals working on the bond transaction. **Government employees and elected officials can be, and have been, held personally liable with respect to securities laws violations related to the issuance of Bonds.** Issuers and members of the governing body can mitigate risks related to SEC enforcement by relying on professionals such as disclosure counsel. Issuers may also seek affirmative assurances of compliance with the receipt of a legal opinion from disclosure counsel.

When bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the bond issue. The official statement will be used to market and sell the Issuer’s bonds.¹ In addition, for transactions larger than \$1 million in size that include an official statement, the Issuer enters into a continuing disclosure certificate, agreement or undertaking (the “CDC”). The CDC is a contractual obligation of the Issuer, pursuant to which the Issuer agrees to provide certain financial information filings (at least annually) and material event notices to the public. The CDC is necessary to allow the bond underwriters to comply with SEC Rule 15c2-12, as amended (the “Rule”). As noted below, filings under the CDC must be made electronically at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org).

Accordingly, this Disclosure Policy addresses the following three aspects of disclosure: (1) preparation and approval of official statements in connection with new (“primary”) bond issues; (2) on-going continuing disclosure requirements under a CDC; and (3) education of staff and elected officials with respect to disclosure matters.

¹ Under federal law issuers of municipal securities are primarily responsible for the content of their disclosure documents (the official statement), regardless of who prepared the document. An issuer does not discharge its disclosure obligations by hiring professionals to prepare the official statement. An issuer has “an affirmative obligation” to know the contents of its official statement, including the financial statements. Finally, executing an official statement without first reading the document to ascertain whether it is accurate may be reckless (the basis for certain anti-fraud causes of action by the SEC).

1. CD Compliance Officer

The **City Finance Director** is appointed as the compliance officer for purposes of this Disclosure Policy (the “CD Compliance Officer”).

2. Primary (New) Offerings of Bonds – Official Statements of the Issuer

In connection with the issuance of its publicly-offered Bonds (Bonds sold via the public market, through a broker-dealer known as an “underwriter”), the Issuer will cause its hired professionals to prepare a disclosure document commonly known as an “official statement.” The official statement is the document that describes the issuance of the Bonds to the marketplace and as such, ***under federal law, the official statement cannot contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.***

To ensure the Issuer’s official statements are properly prepared and reviewed, the Issuer adopts the procedures set forth in Appendix I hereto.

3. Continuing Disclosure Compliance (CDC Compliance)

The Issuer has entered into, or may in the future enter into, CDCs in connection with its bond issues. Under these contractual agreements, the Issuer has agreed to provide to the marketplace certain financial information and notices of material events. The Issuer will file, or cause to be filed, necessary items under the CDCs in a searchable electronic format at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org). The determination of whether a material event has occurred will be made pursuant to the Rule and SEC Release No. 34-83885, in conjunction with disclosure counsel and other members of the Issuer’s external bond finance working group.

To ensure compliance with its contractual continuing disclosure obligations, the Issuer adopts the procedures set forth in Appendix II hereto.

4. Systematic Training of Staff and Governing Body Members

In addition to the specific procedures adopted under this Disclosure Policy, the Issuer understands that on-going training of both staff and members of the governing body is essential to successful compliance with the Issuer’s disclosure obligations. The training noted below may be accomplished by various methods, including in-person, webinars or other electronic means, or through review of written materials. Accordingly, the Issuer has implemented the following training procedures, which may be implemented with the assistance of disclosure counsel to the Issuer:

A. *Annual Training.* The CD Compliance Officer is responsible for scheduling annual training of Issuer employees regarding disclosure and financial reporting requirements of the federal securities laws. Such training shall include a complete review of this Disclosure Policy, Rule 15c2-12 and the material events required to be reported pursuant to such Rule, and a complete overview of the Issuer’s obligations under the federal securities laws.

B. *Specific Training.* When appropriate, the CD Compliance Officer shall conduct (or cause to be conducted) training with individuals on those persons’ specific roles and responsibilities in the disclosure and financial reporting process.

C. *Governing Body Training.* Not less than once every two years, the CD Compliance Officer shall schedule a training session for the Issuer’s governing body on this Disclosure Policy and the disclosure and financial reporting requirements of the federal securities laws.

Appendix I

Written Procedures for Preparing Official Statements

1. At the commencement of a financing, the CD Compliance Officer shall develop or cause the Issuer's Finance Team to develop a plan for preparation of the official statement and a schedule that allows sufficient time for all required work, including appropriate review and participation by members of the Finance Team.
2. The CD Compliance Officer shall be responsible for managing the preparation process for the official statement, and shall obtain the assistance of other participants within the Issuer and engage legal and financial professionals, as necessary and appropriate.
3. The CD Compliance Officer shall be responsible for developing a program for coordinating staff review of the disclosure information, as necessary, and obtaining formal sign-off from staff on the disclosure documents.
4. The CD Compliance Officer shall ensure that any previous failure to fully comply with continuing disclosure obligations during the prior five-year period is disclosed in the official statement by reviewing compliance with all outstanding continuing disclosure agreements, reviewing continuing disclosure review documentation prepared by independent parties and contacting disclosure counsel to discuss any questions or concerns.
5. The Issuer's governing body shall be given not less than 7 days to review an official statement prior to being asked to vote on its approval, absent extenuating circumstances. Elected representatives on the governing body shall be directed to contact the CD Compliance Officer during the review period to discuss potential issues, concerns or comments on the official statement.

Appendix II

Written Procedures Re: Continuing Disclosure

1. The CD Compliance Officer shall be responsible for compliance with the Issuer's obligations under continuing disclosure agreements, undertakings or certificates (the "CDC"), including without limitation annual filings, material event notice filings, voluntary filings and other filings required by the CDC.

2. Prior to execution of a CDC in connection with a bond issue, the CDC shall be discussed with disclosure counsel, the underwriter and municipal advisor, if any, to ensure a full understanding of issuer obligations.

3. The CD Compliance Officer shall have the primary responsibility to confer with the finance team and Issuer staff bi-weekly to monitor compliance with respect to "material events" as defined in the Rule.

The CD Compliance Officer shall be responsible for (i) determining whether any of the following "material events" has taken place (questions regarding their interpretation shall be directed to disclosure counsel), (ii) gathering information material to making that determination from other departments, and (iii) if a material event has occurred, discussing the same with disclosure counsel to determine the form of notice of material event and causing the filing of notice to be made on EMMA within ten (10) business days of the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes, including rating upgrades and downgrades;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation² of the obligated person, any of which affect security holders, if material; and

² "Financial obligation" is to mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii).

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

The determination of whether a material event has occurred will be made pursuant to the Rule and SEC Release No. 34-83885, in conjunction with disclosure counsel.

4. The CD Compliance Officer shall have primary responsibility for ensuring that statements or releases of information relating to the Issuer's finances to the public that are reasonably expected to reach investors and the financial markets, including website updates, press releases and market notices, are accurate and not misleading in any material respect. The CD Compliance Officer shall work together to ensure that all public statements and information released by the Issuer are accurate and not misleading in all material respects.

5. The CD Compliance Officer shall be responsible for compiling and maintaining a list of all outstanding bond issues subject to continuing disclosure, noting the applicable filing dates (see attached table format, Part I, for an example to be used by staff in tracking this information (the "Disclosure Table")).

6. The CD Compliance Officer shall be responsible for assembling and maintaining copies of the final CDC and final Official Statements for each applicable bond issue, together with any third-party Dissemination Agent Agreements, if applicable.

7. The CD Compliance Officer shall document and track the required information to be filed, including dates such information is filed (see attached Disclosure Table, Part II for a form of table to be used by staff).

8. The CD Compliance Officer shall be responsible for registering for continuing disclosure filing email reminders from the "EMMA" website, or for ensuring the Issuer's dissemination agent will remind the Issuer of applicable deadlines (<http://emma.msrb.org>).

9. At least 30 days prior to the earliest filing deadline listed on the Disclosure Table, the CD Compliance Officer shall engage in the process of compiling necessary information required by the CDCs (and coordinate with outside professionals hired to compile this information, if applicable).

10. At least 15 days prior to each filing deadline, the CD Compliance Officer shall determine whether all necessary items have been compiled for filing pursuant to the CDC requirements, (including review with disclosure counsel or the Issuer's dissemination agent).

11. On or before each filing deadline, the CD Compliance Officer shall file (or cause any Dissemination Agent to file) the necessary items on the EMMA website in a word-searchable PDF configured to be saved, printed, and retransmitted by electronic means. After filing, the CD Compliance Officer shall confirm that all items have, in fact, been filed on EMMA as required, and shall note the filing date on the Disclosure Table.

12. The CD Compliance Officer shall be responsible for coordinating and filing any voluntary information with EMMA, after consultation with the Issuer's legal and financial professionals.

13. The CD Compliance Officer may contact the Issuer's disclosure counsel with any disclosure-related questions or concerns.

Form of Disclosure Tables

Part I – Master Tracking Table (list of deadlines for all bond issues subject to continuing disclosure)

[Note this is only a form; Issuer staff will update and maintain the Tables separate from this Policy; the current Table can be obtained from the CD Compliance Officer]

Name of Bond Issue	Date of Issue	Final Maturity Date	Dissemination Agent	CUSIP for Final Maturity	Deadline for Annual Report
\$2,815,000 Taxable General Obligation Refunding Bonds, Series 2016B	07/06/2016	06/01/2028	Independent Public Advisors, LLC	973602 NM3	Not later than 270 days after the end of each fiscal year
\$1,405,000 General Obligation Refunding Bonds, Series 2016A	07/06/2016	06/01/2028	Independent Public Advisors, LLC	973602 MZ5	Not later than 270 days after the end of each fiscal year
\$8,370,000 General Obligation Urban Renewal Bonds, Series 2024A	06/20/2024	06/01/20__	Independent Public Advisors, LLC	973602 ____	Not later than June 30 of each year

Part II – Separate Table for Each Bond Issue Subject to Continuing Disclosure (tracks details of filings for each issue)

[Note this is only a form; Issuer staff will update and maintain the Tables separate from this Policy; the current Table can be obtained from the CD Compliance Officer]

\$1,405,000 General Obligation Refunding Bonds, Series 2016A	Reporting Periods					
	[inset date info was filed on EMMA]					
Description of Financial Information / Operating Data to file on EMMA	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Audited Financials	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Unaudited financials, if audit not available by deadline						
Operating Data						
Iowa Property Valuations	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Trends of Valuations	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Larger Taxpayers	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Debt Limit	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Direct Debt	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Annual Fiscal Year	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Debt Service Payments	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	

\$2,815,000 Taxable General Obligation Refunding Bonds, Series 2016B	Reporting Periods					
	[inset date info was filed on EMMA]					
Description of Financial Information / Operating Data to file on EMMA	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Audited Financials	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Unaudited financials, if audit not available by deadline						
Operating Data						
Iowa Property Valuations	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Trends of Valuations	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Larger Taxpayers	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Debt Limit	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Direct Debt	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Annual Fiscal Year	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	
Debt Service Payments	03/26/2020	03/25/2021	03/25/2022	03/27/2023	03/25/2024	

(Tables continue on the following page)

[*] General Obligation Corporate Purpose Bonds, Series 2023A	Reporting Periods					
	[inset date info was filed on EMMA]					
Description of Financial Information / Operating Data to file on EMMA	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Audited Financials						
Unaudited financials, if audit not available by deadline						
<u>Operating Data</u>						
Valuations						
Gross Taxable Valuation by Class of Property						
Trend of Valuations						
Larger Taxpayers						
Debt Limit						
Direct Debt (including General Obligation Debt Paid by Property Taxes and General Obligation Debt Paid by Tax Increment)						
Annual Fiscal Year Debt Service Payments (including General Obligation Debt Paid by Property Taxes and General Obligation Debt Paid by Tax Increment)						
Debt Ratios						
Levies and Tax Collections						
Tax Rates						
TIF-Backed Development Agreements						



Overview of Municipal Securities Disclosure

Governmental issuers ("Issuers") of municipal bonds are subject to several important legal provisions under federal securities laws. This overview serves as a starting point for understanding the federal securities law framework surrounding issuance of municipal bonds. In recent years, the U.S. Securities and Exchange Commission ("SEC") has expanded its regulation of the municipal securities market, bringing civil and criminal enforcement actions against issuers, elected officials, and employees for violations of the anti-fraud or continuing disclosure provisions described below.

This overview should be reviewed in connection with the Issuer's policies and procedures (the "Disclosure Policy"), which relate to (1) the disclosure document (often referred to as the "official statement" or "OS") for publicly-offered bond transactions and (2) ongoing continuing disclosure associated with outstanding bond issues (also known as "continuing disclosure").

Overview of Legal Duties Under Federal Securities Law

Issuers of municipal securities are regulated by the Securities Act of 1933 and the Securities Exchange Act of 1934 and various rules promulgated under those acts by the U.S. Securities and Exchange Commission ("SEC"). Of particular importance are Rule 10b-5 (which prohibits fraud) and Rule 15c2-12 (which generates an issuer's ongoing disclosure obligations). Taken together, these rules impose primary disclosure duties (i.e. accuracy and forthrightness in the preparation of an official statement for new bond issues) and secondary disclosure duties (i.e. timely filing financial and other data under a continuing disclosure certificate ("CDC") for outstanding bond issues).

How Do the Anti-Fraud Provisions of SEC Rule 10b-5 Affect Issuers?

Various provisions of federal securities law including SEC Rule 10b-5 prohibit fraud in the issuance, purchase, or sale of municipal securities. These provisions generally prohibit "material" misstatements or omissions to investors, potential investors, or the general public. Violation of these provisions can result in civil or criminal liability.

Who Is Responsible for the Content of an OS?

When bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the bond issue and is used to market and sell the Issuer's bonds. Issuers (including elected officials and staff) are primarily responsible for the accuracy of an official statement. Hiring a professional to assist with the preparation of an OS does not discharge an Issuer's responsibility. The elected officials and relevant employees of an issuer have an affirmative obligation to ensure the accuracy of the contents of the financial and other information in an OS— delivery of an OS without first reading it to gauge its accuracy may be reckless and the basis for an SEC enforcement action.

What Ongoing Requirements Are Imposed by SEC Rule 15c2-12?

SEC Rule 15c2-12 ensures that Issuers contractually agree to provide certain financial and operating information to investors and the public on an ongoing basis. The type of information that must be reported is generally (i) annual financial reports and (ii) material event notices.

What Are the Annual Filing Requirements?

Issuers must file updated financial information and operating data on an annual or other regular basis, as specified in their CDC. Generally, the information that must be reported includes audited financial statements, annual financial or operating data, of the type included in the OS for the related bonds.

What Material Event Notices Must Be Filed and When?

Issuers must notify investors (via a specific filing on the "EMMA" website, at <https://emma.msrb.org/>) within 10 business days if certain events occur while a bond is outstanding. Generally, those events are items that impact an Issuer's ability to pay or timely pay amounts owed on outstanding debt, rating changes, defaults, and the incurrence of material financial obligations (debt obligations of the Issuer). At present, there are 16 events that can trigger reporting obligations. The Issuer's Disclosure Policy will detail the events and the procedures intended to enable timely identification and disclosure.

What Is Addressed by the Disclosure Policy?

The Disclosure Policy is designed to assist Issuers with fulfilling both primary and secondary disclosure responsibilities. It sets forth procedures that govern preparation of official statements for new bond offerings (see Appendix I of the policy), compliance with continuing disclosure requirements under a CDC (see Appendix II of the policy), and systematic training of key staff members and elected officials.

Where Can I Find Additional Information?

As always, you and your staff can contact us with any questions about your responsibilities under federal securities law, to address specific items, and for annual training seminars (Dorsey & Whitney LLP provides an annual securities law training for issuers during the first quarter of each year, to satisfy one of the requirements of the Disclosure Policy).

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STAFF REPORT
CITY COUNCIL
November 18, 2024

TO: CITY COUNCIL
FROM: Rachelle Swisher, Finance Director
SUBJECT: Approve Street Finance Report

GENERAL INFORMATION

ATTACHMENTS

1. Street Financial Report FY24



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Windsor Heights
11/14/2024 3:42:52 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$233,411					\$233,411
Benefits - Roads/Streets			\$167,557				\$167,557
Training & Dues		\$5,466					\$5,466
Building & Grounds Maint. & Repair		\$13,037					\$13,037
Vehicle & Office Equip Operation and Repair		\$11,752					\$11,752
Operational Equipment Repair		\$26,622					\$26,622
Other Utilities		\$6,915					\$6,915
Engineering					\$475,359		\$475,359
Insurance		\$24,860					\$24,860
Legal					\$40,000		\$40,000
Street Maintenance Expense		\$36,324			\$2,005		\$38,329
Other Professional Services		\$45,580					\$45,580
Other Contract Services		\$5,207					\$5,207
Minor Equipment Purchases		\$6,723					\$6,723
Operating Supplies		\$6,998					\$6,998
Replacement Posts & Signs		\$17,346					\$17,346



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Windsor Heights
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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Heavy Equipment					\$129,259		\$129,259
Street - Capacity Improvement					\$2,002,918		\$2,002,918
Principal Payment				\$910,000			\$910,000
Interest Payment				\$206,988			\$206,988
Bond Registration Fees				\$1,200			\$1,200
Transfer Out		\$255,000					\$255,000
Street Lighting		\$45,884					\$45,884
Snow Removal		\$63,428					\$63,428
Depreciation & Building Utilities		\$2,190					\$2,190
Snow Removal Salaries		\$72,661					\$72,661
Snow Removal Benefits			\$5,482				\$5,482
Total		\$879,404	\$173,039	\$1,118,188	\$2,649,541		\$4,820,172



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Windsor Heights
11/14/2024 3:42:52 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$0		\$173,039	\$1,118,188			\$1,291,227
Interest		\$51,072					\$51,072
State Revenues - Road Use Taxes		\$741,859					\$741,859
Charges/fees						\$0	\$0
Contributions		\$24,083					\$24,083
Sale of Property & Merchandise		\$417					\$417
Proceeds from Debt					\$8,325,000		\$8,325,000
Transfer In					\$255,000		\$255,000
Total	\$0	\$817,431	\$173,039	\$1,118,188	\$8,580,000	\$0	\$10,688,658



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024

Windsor Heights

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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2020A	\$5,900,000	\$700,000	\$139,830	\$700,000	\$139,830	\$5,200,000
2020B	\$2,870,000	\$210,000	\$67,158	\$210,000	\$67,158	\$2,660,000
73RD ST N/68TH ST S GO BONDS	\$8,325,000	\$0	\$0	\$0	\$0	\$8,325,000
Total	\$17,095,000	\$910,000	\$206,988	\$910,000	\$206,988	\$16,185,000



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Windsor Heights
11/14/2024 3:42:52 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
1/2 ton Chevy Silverado	2018	Purchased	\$25,000	No Change
1/2 ton Chevy Silverado	2018	Purchased	\$25,000	No Change
Ford F350 Boom Truck	2013	Purchased	\$27,000	No Change
1/2 ton Chevy Silverado	2006	Purchased	\$20,000	No Change
1 ton Chevy Silverado	2016	Purchased	\$32,000	No Change
1 ton Chevy Silverado	2007	Purchased	\$32,000	No Change
John Deere 326D Skid Loader	2010	Purchased	\$50,000	Traded
Utility Vehicle - Kubota	2021	Purchased	\$25,914	No Change
1 ton Chevy Cheyenne	1990	Purchased	\$20,000	No Change
End Loader	2024	Purchased	\$129,259	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Windsor Heights
11/14/2024 3:42:52 PM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2024
Windsor Heights
11/14/2024 3:42:52 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$1,124,204	\$0	\$0	\$3,498,799	\$0	\$4,623,003
SubTotal Expenses (-)		\$624,404	\$173,039	\$1,118,188	\$2,649,541		\$4,565,172
Transfers Out (-)		\$255,000					\$255,000
Subtotal Revenues (+)	\$0	\$817,431	\$173,039	\$1,118,188	\$8,325,000	\$0	\$10,433,658
Transfers In (+)					\$255,000		\$255,000
Ending Balance	\$0	\$1,062,231	\$0	\$0	\$9,429,258	\$0	\$10,491,489

Resolution Number:

Execution Date: Monday, November 18, 2024

Signature: Rachelle Swisher



**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL
FROM: Rachelle Swisher, Finance Director

SUBJECT: Approve TIF Debt Certification Report

GENERAL INFORMATION

This certification must be done every year by December 1. This certification has two purposes.

The first is to let the Polk County Auditor know of any new projects that we have NOT previously certified to them. These are shown on page 1.1.

The second is to tell the Polk County Auditor the amount of TIF dollars we are requesting for Fiscal Year 2025. Page 2 shows that we are requesting \$2,100,000 be generated from the Urban Renewal Area, this is slightly less than the total increment generated by the district.

ATTACHMENTS

1. FY25 TIF Debt Certification

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area**

TIF Authority (Name of City or County Operating the TIF): City of Windsor HeightsCounty (Where TIF is Located): PolkUrban Renewal Area Name: Windsor Heights Consolidated Urban Renewal AreaUrban Renewal Area Number: 77072 (Use State five-digit Area Number)

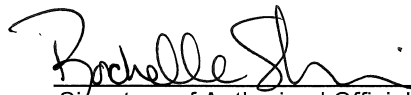
I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 13,559,443.00

*There must be attached a **'FORM 1.1'** showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File **'FORM 2'** with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File **'FORM 3'** with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 18th day of November, 2024

Signature of Authorized Official515-279-3662

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARTIF Authority: City of Windsor Heights County: PolkUrban Renewal Area Name: Windsor Heights Consolidated Urban Renewal AreaUrban Renewal Area Number: 77072

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description:	Date Approved*:	Total Amount:
1 2024A 73rd Street North/68th Street South Bonds	5/20/2024	8,325,000.00
2 Colby National Development Trust Rebate Agreement	10/18/2021	89,443.00
3 Colby Park	4/15/2024	3,500,000.00
4 Administration & Professional Support	4/15/2024	125,000.00
5 Windsor Apartment Building Development Project Rebate Agreement	4/15/2024	1,520,000.00
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Total TIF Indebtedness NOT Previously Certified:		13,559,443.00

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

TIF Authority: City of Windsor Heights County: Polk

Urban Renewal Area Name: Windsor Heights Consolidated Urban Renewal Area

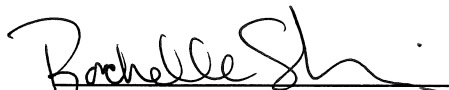
Urban Renewal Area Number: 77072

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

(Format: XX/XX/20XX)

Individual TIF Indebtedness Type/Description/Details:		Date Indebtedness Reduced:	Amount Reduced:
1	TIF Revenue Fund Interest	6/30/2024	19,260.00
2	Property Tax Replacement Credit	10/1/2024	193.00
3	Property Tax Replacement Credit	4/1/2025	193.00
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Total Indebtedness Reduction For This Urban Renewal Area:			19,646.00

Dated this 18th day of November, 2024


Signature of Authorized Official

515-279-3662
Telephone



**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of Resolution No. 2024-67 - A Resolution Approving Charitable Donation Agreement of Real Estate

GENERAL INFORMATION

Administration has been working with Immanuel Pathways on the donation of .56 acres of property to the City of Windsor Heights between the existing trail and Sherwood Forest. This is largely unutilized floodplain property that is partially wooded and partially a grassy area with a mowed trail between the hard service trail and the Sherwood Forest parking lot. The property is currently in the process of being restored to prairie and native woods by the City and acceptance of this property donation will enable the City to maintain it in this state with a trail going forward. Additionally, there are tentative plans to add a hard surface trail to Sherwood Forest, as has been discussed with Colby Interests as part of potential future renovations to Sherwood Forest. This trail improvement is currently an unscheduled item in the City's CIP. Administration recommends acceptance of the land donation.

RESOLUTION 2024-67

A RESOLUTION APPROVING CHARITABLE DONATION AGREEMENT OF REAL ESTATE

WHEREAS, Immanual, a Nebraska non-profit corporation, is the owner of real property described on Exhibit A, consisting of approximately .56 acres; and

WHEREAS, Immanual has agreed to the charitable donation of the subject property to the City of Windsor Heights and has executed the charitable donation agreement; and

WHEREAS, the subject property is deemed to be in an advantageous location for the development of natural prairie and potential community trail expansion, providing significant public benefits to residents of the community of Windsor Heights; and

WHEREAS, the City Council of the City of Windsor Heights has determined that acceptance of the donation and development of the property as natural prairie and potential community trail expansion will contribute to the health, well-being, recreation enjoyment of the residents of Windsor Heights, and is in the best interest of the City.

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

1. That the City Windsor Heights, Iowa, approves the Charitable Donation Agreement and authorizes the Mayor and/or City Administrator to sign the Charitable Donation Agreement.
2. The City of Windsor Heights accepts the warranty deed from Immanuel.
3. The City Clerk is authorized to record the deed and supporting documentation.

Passed and Approved this 18th day of November, 2024.

Mike Jones, Mayor

ATTEST:

Adam Strait, City Clerk

INDEX LEGEND	
LOCATION	PART OF LOT 1, PLAZA HILLS PLAT 7, TOWN OF WINDSOR HEIGHTS, POLK COUNTY, IOWA
REQUESTOR:	CITY OF WINDSOR HEIGHTS
PROPRIETOR:	IMMANUEL
SURVEYOR:	LUKE D. AHRENS, P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100

FOR RECORDER USE ONLY

LEGAL DESCRIPTION - PARCEL #2024-159:

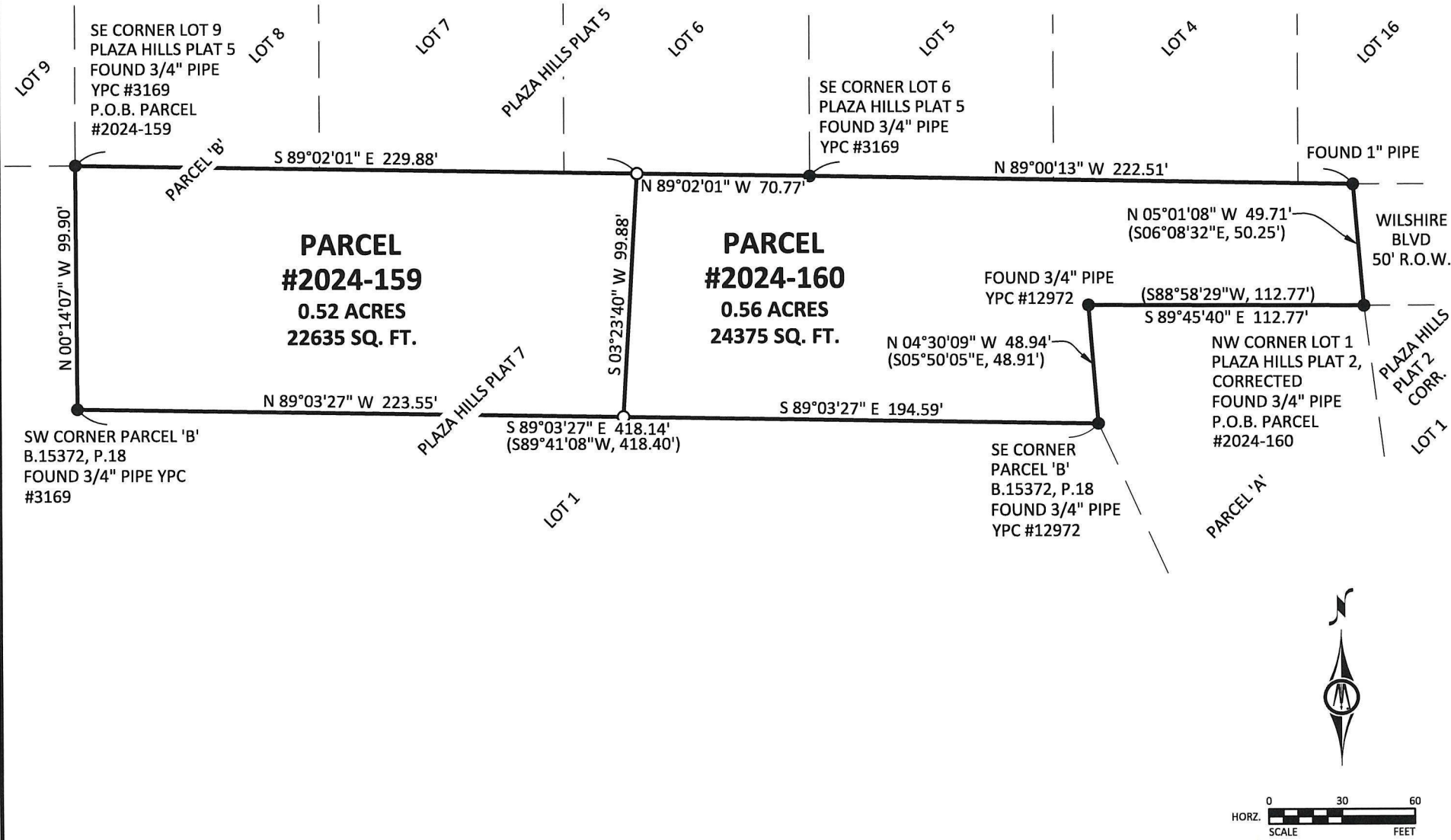
A PARCEL OF LAND LOCATED IN LOT 1, PLAZA HILLS PLAT 7, TOWN OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, PLAZA HILLS PLAT 5, TOWN OF WINDSOR HEIGHTS, POLK COUNTY, IOWA; THENCE S89°02'01"E, 229.88 FEET ALONG THE SOUTH LINE OF SAID PLAZA HILLS PLAT 5; THENCE S03°23'40"W, 99.88 FEET; THENCE N89°03'27"W, 223.55 FEET; THENCE N00°14'07"W, 99.90 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - PARCEL #2024-160:

A PARCEL OF LAND LOCATED IN LOT 1, PLAZA HILLS PLAT 7, TOWN OF WINDSOR HEIGHTS, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF PLAZA HILLS PLAT 2 CORRECTED, TOWN OF WINDSOR HEIGHTS, POLK COUNTY, IOWA; THENCE N05°01'08"W, 49.71 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF WILSHIRE BOULEVARD TO THE SOUTH LINE OF PLAZA HILLS PLAT 5, TOWN OF WINDSOR HEIGHTS, POLK COUNTY, IOWA; THENCE N89°00'13"W, 222.51 FEET ALONG SAID SOUTH LINE; THENCE CONTINUING ALONG SAID SOUTH LINE N89°02'01"W, 70.77 FEET; THENCE S03°23'40"W, 99.88 FEET; THENCE S89°03'27"E, 194.59 FEET TO THE WEST LINE OF PARCEL 'A' IN SAID LOT 1 OF PLAZA HILLS PLAT 7; THENCE N04°30'09"W, 48.94 FEET ALONG SAID WEST LINE TO THE NORTH LINE THEREOF; THENCE S89°45'40"E, 112.77 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.



LEGEND:

- FOUND MONUMENT AS NOTED
- SET 1/2"X24" REBAR PINK PLASTIC CAP #24413
- (R) RECORDED DIMENSION
- YPC YELLOW PLASTIC CAP
- I.D. INSIDE DIAMETER

NOTES:

- THIS PLAT IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
- THIS PLAT MEETS OR EXCEEDS IOWA CODE 355.
- DATE OF FIELDWORK COMPLETED: 2024-09-14
- BEARINGS AND DISTANCES SHOWN ARE FROM THE IOWA STATE PLANE COORDINATE SYSTEM - SOUTH ZONE, U.S. SURVEY FOOT.
- PARENT PARCEL DEED OF RECORD IS BOOK 15376, PAGE 830.
- RECORD BEARINGS AND DISTANCES ARE FROM:
BOOK 13018, PAGE 425
BOOK O, PAGE 333
BOOK 15372, PAGE 18-19
BOOK M, PAGE 113

H:\WINDSOR\H_C\A\13113231\2025 PROJECTS\IMMANUEL PROPERTY SURVEY\CAD\C3D\113231IMMANUEL_V_PROP_E1.DWG 10/11/2024 7:40 AM



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa

LUKE D. AHRENS L.S.
LICENSE NUMBER 24413 DATE: 2024-10-11
MY LICENSE RENEWAL DATE IS 12/31/2024
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET



PLAT OF SURVEY - PARCEL #2024-159 & PARCEL #2024-160
PART OF LOT 1, PLAZA HILLS PLAT 7, TOWN OF WINDSOR HEIGHTS, POLK COUNTY, IOWA

1519 BALTIMORE DRIVE
AMES, IA 50010
(515) 233-6100

SHEET
1
OF
1

JOB NUMBER: A13.113231

REAL PROPERTY CHARITABLE DONATION AGREEMENT

This Real Property Charitable Donation Agreement (this "Agreement") is made and entered into as of October __, 2024 (the "Effective Date"), by and between **Immanuel**, a Nebraska non-profit corporation (the "Company") and the **City of Windsor Heights**, Iowa (the "City") with respect to a charitable donation as described herein (the "Contribution"). The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Company shall provide and the City shall receive the Contribution.

Background

The City is a political subdivision or governmental unit for the purposes of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). The Company desires to support the City through its Contribution for use exclusively for public purposes.

The parties hereto agree as follows:

1. **Contribution.** The Company shall donate to the City the real property described on Exhibit A hereto, consisting of Parcel #2024-160, containing approximately 0.56 acres and all improvements situated thereon, subject to the terms and conditions of this Agreement (the "Real Property").
2. **Settlement**
 - a. If available, the Company shall deliver to the City a current abstract of title showing marketable title to the Real Property in conformity with this Agreement and with the land title examination standards of the Iowa State.
 - b. Settlement and delivery of possession of the Real Property will occur on or before November 15, 2024 ("Settlement"). Settlement will be held at the offices of the City. The Company and the City will cooperate on preparing documents. At Settlement, the Company will deliver to the City a corporate warranty deed to the Real Property, in substantially the form and set forth in Exhibit B.
 - c. Real property taxes on the Real Property will be prorated as of the close and Settlement based upon the latest available tax information.
 - d. All risk of loss for the Real Property will remain with the Company until Settlement.
3. **Representations and Warranties**

The Company represents and warrants as follows:

- a. It has good and marketable title to the Real Property free from all mortgages, security interests or other encumbrances.

b. It will deliver the Personal Property free and clear of any lien or encumbrance.

c. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Real Property or any portion thereof, or pending or threatened against the Company which could affect the Company's title to the Real Property or any portion thereof, or subject an owner of the Real Property, or any portion thereof, to liability.

The City represents and warrants as follows:

a. It is a governmental unit for the purposes of Section 170(c)(1) of the Internal Revenue Code.

b. The City has full authority and power to enter into this Agreement, and when signed, it shall be a valid obligation of, and enforceable against, the City.

4. Additional Agreements and Covenants

a. The City shall use the Real Property exclusively for the public purpose of a natural prairie and potential community trail extension. If due to changed circumstances it is impracticable to carry out the above purposes, the Real Property will be used for purposes as nearly akin to the original purpose as possible.

b. The City agrees to cooperate with the Company to complete any documentation or additional paperwork necessary or helpful to assist the Company in documenting its gift. In the event the tax deductibility of the Contribution is challenged, the City agrees to provide reasonable assistance to the Company in contesting the unfavorable determination or ruling.

c. Disclosure of Gift. The Parties acknowledge that certain state or federal laws now or in the future may require the Company to disclose information on donations provided to charitable entities. The Company may report information about the Contribution provided under this Agreement, as required by law.

5. No Assignment. Neither party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other party.

6. No Third Party Beneficiaries. This Agreement inures to the benefit of the City and the Company only, and no third party shall have any rights under it, except as expressly provided herein.

7. Amendment; Entire Agreement. This Agreement may not be amended other than by a writing signed by authorized representatives of both parties. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements, understandings or arrangements.

8. Governing Law. This Agreement is governed by the internal laws of the State of Iowa.

9. Right to Inspect Property. As part of its due diligence, the City may require and/or conduct inspections, tests, and studies with respect to the physical and environmental condition of the Real Property. The City and its consultants, agents, engineers, inspectors, contractors, and employees must be given reasonable access to the Real Property for the purpose of performing such due diligence. The City shall not conduct any intrusive or destructive inspections or borings without the Company's prior written consent, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have signed and thereby caused this Agreement to be duly executed effective as of the date written above.

Immanuel

By: _____

Name: _____

Title: _____

Date: _____

City of Windsor Heights, Iowa

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Legal Description—Parcel #2024-160

A parcel of land located in Lot 1, Plaza Hills Plat 7, Town of Windsor Heights, Polk County, Iowa, and being more particularly described as follows:

Beginning at the Northwest corner of Lot 1 of Plaza Hills Plat 2 Corrected, Town of Windsor Heights, Polk County, Iowa; thence N05°01'08"W, 49.71 feet along the West right-of-way line of Wilshire Boulevard to the South Line of Plaza Hills Plat 5, Town of Windsor Heights, Polk County, Iowa; thence N89°00'13"W, 222.51 feet along said South line; thence continuing along said South line N89°02'01"W, 70.77 feet; thence S03°23'40"W, 99.88 feet; thence S89°03'27"E, 194.59 feet to the West line of Parcel 'A' in said Lot 1 of Plaza Hills Plat 7, thence N04°30'09"W, 48.94 feet along said West line to the North line thereof; thence S89°45'40"E, 112.77 feet along said North line to the point of beginning.

Exhibit B

Return To: Erin M. Clanton, 6701 Westown Parkway, Ste 100, West Des Moines, IA 50266

Taxpayer: City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, IA 50324

Preparer: Erin M. Clanton, 6701 Westown Parkway, Ste 100, West Des Moines, IA 50266
Phone: 515-274-1450

WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)

For the consideration of One Dollar(s) and other valuable consideration, Immanuel, a Nebraska non-profit corporation, does hereby Convey to City of Windsor Heights, a municipality, the following described real estate in Polk County, Iowa:

A parcel of land located in Lot 1, Plaza Hills Plat 7, Town of Windsor Heights, Polk County, Iowa, and being more particularly described as follows:

Beginning at the Northwest corner of Lot 1 of Plaza Hills Plat 2 Corrected, Town of Windsor Heights, Polk County, Iowa; thence N05°01'08"W, 49.71 feet along the West right-of-way line of Wilshire Boulevard to the South Line of Plaza Hills Plat 5, Town of Windsor Heights, Polk County, Iowa; thence N89°00'13"W, 222.51 feet along said South line; thence continuing along said South line N89°02'01"W, 70.77 feet; thence S03°23'40"W, 99.88 feet; thence S89°03'27"E, 194.59 feet to the West line of Parcel 'A' in said Lot 1 of Plaza Hills Plat 7, thence N04°30'09"W, 48.94 feet along said West line to the North line thereof; thence S89°45'40"E, 112.77 feet along said North line to the point of beginning.

No transfer tax. Exempt transaction under Iowa Code §428A.2(6) as the Grantee is a municipal corporation and there is no consideration.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: October __, 2024.

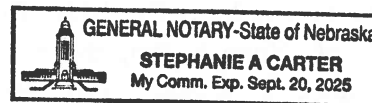
Immanuel, a Nebraska non-profit corporation

By Tammy Sealer
Name Tammy Sealer
Its Chief Development Officer

STATE OF NEBRASKA, COUNTY OF DOUGLAS, ss:

On the 13th day of November, 2024, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Tammy Sealer, to me personally known, who, being by me duly sworn, did say that they are the Chief Development Officer of Immanuel, that said instrument was authorized by an appropriate Officer of Immanuel, and Tammy Sealer acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Stephanie A. Carter
Notary Public in and for the State of Nebraska





**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Consideration of 1110 68th St. Entry, Hold Harmless and Temporary Easement Agreement

GENERAL INFORMATION

Per previous City Council discussion, the attached Entry, Hold Harmless and Temporary Easement Agreement provides the City the authority to access ten feet into 1110 68th St. to remove the trees necessary to install sidewalk and construct a retaining wall in the ROW of 1110 68th St. The City will compensate the property owner \$22,500 for tree removal and for providing the temporary acces. The City shall be responsible for removal of the estimated 12-15 trees and restoration of any impacted property. The property owner shall be responsible for retaining wall and sidewalk maintenance, outside any defects warrantied by the contractor.

ATTACHMENTS

1. 1110 68th St. Entry, Hold Harmless and Temporary Easement Agreement

ENTRY, HOLD HARMLESS AND TEMPORARY EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of October, 2024 (hereinafter referred to as the Effective Date) by and between the City of Windsor Heights (hereinafter referred to as the "City"), an Iowa municipal corporation, and Michael Messina and Anton Neretin (hereinafter referred to as "Property Owners"), owners of real property located at 1110 68th Street, Windsor Heights, Iowa (hereinafter referred to as "Property"). Collectively the City and Property Owners shall be referred to as the "Parties."

WHEREAS, the City is constructing sidewalks along 68th Street as part of a larger reconstruction project; and

WHEREAS, the property owner shall grant the City a ten foot temporary easement along the east Property line as depicted in Exhibit A; and

WHEREAS, there are a number of arborvitae trees located on the Property Owner's Property, but which overhang the City's right-of-way where the sidewalk is to be constructed; and

WHEREAS, the Parties have agreed that, in lieu of the City removing portions of the trees that overhang the City's right-of-way or relocating the sidewalk closer to the street, the City would remove the arborvitae trees altogether in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties as hereinafter recited and for other good and valuable consideration, the Parties agree as follows:

RECITALS

1. Tree Removal. The Property Owners hereby grant the City the right to remove and destroy certain of Property Owners' arborvitae trees which encroach upon the City right-of-way adjacent to the Property and within the temporary easement included in Exhibit A. The City Engineer shall determine which trees must be removed in order to complete the sidewalk project and retaining wall, with the understanding that it is possible not all of the arborvitae trees in the hedge will need to be removed. The City will provide the Property Owners with 48 hours' notice prior to removal.

2. Compensation. The City agrees to compensate Property Owners in the amount of \$22,500 for the tree removal and temporary easement. Payment of such compensation shall be made within thirty (30) days of tree removal. The Parties understand that the Property Owners will be responsible for replanting any new trees at their own cost.

3. Temporary Easement. Property Owners grant the City a temporary easement for the duration of the 68th St. Reconstruction project, in the form substantially the same as Exhibit A, to allow the City access to the Property for purposes of removing the arborvitae trees and installing the sidewalk and modular retaining wall. The Property Owners hereby covenant with the City that the Property Owners hold said real estate described in the easement by title in fee simple' that the

Property Owners have good and lawful authority to convey the same and the Property Owners covenant to warrant and defend the said premises against lawful claims of all person whoever.

4. Ownership. The sidewalk and retaining wall shall become the property of the Property Owners after the project is complete and accepted by the city. Retaining wall and sidewalk improvements shall be subject to a four-year warranty bond by the project contractor.

5. Restoration. The temporary easement area shall be sodded after completion of the sidewalk and modular retaining wall project. The Property Owner shall select the retaining wall color from a list of Iowa DOT approved block options.

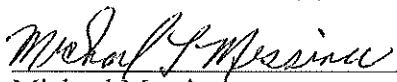
6. Hold Harmless. The Property Owners shall hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential arising out of or resulting from the above described removal of arborvitae trees on the Property.

7. Amendments. Any amendments to this Agreement shall be made in writing. No agreement other than those outlined herein has been entered into by the Parties.

8. Applicable Law. This Agreement shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and the year first written above.

PROPERTY OWNER(S):


Michael Messina


Anton Neretin

CITY

Adam Plagge, City Administrator

Mike Jones, Mayor

Attachment A

WHEN RECORDED RETURN TO:

Erin M. Clanton
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

TEMPORARY WORK AREA EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Michael Messina and Anton Neretin, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Windsor Heights, Iowa (hereinafter the "City"), receipt of which is hereby acknowledged, do hereby grant and convey unto the City of Windsor Heights, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a temporary and assignable easement and right of way in, on, over, across, under, and through, the following described real estate ("Easement Area"):

See Attached Attachment "A"

That the above-described easement is granted unto the City of Windsor Heights, Iowa, for the purpose of construction, installation and maintenance of the following:

Removal of Trees, Installation of Sidewalks and Modular Retaining Wall

for a period beginning on the date possession of the land is granted to the City and expiring on completion of 68th St. reconstruction and acceptance of the project as complete by the City for use by the City, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

In connection herewith it is specifically agreed that by this easement, the City shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The Grantor does hereby covenant with the City, and successors in interest, that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 7th day of November, 2024.

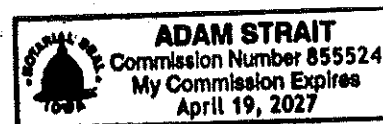
Michael I Messina
Grantor, Michael Messina

Anton Neretin
Grantor, Anton Neretin

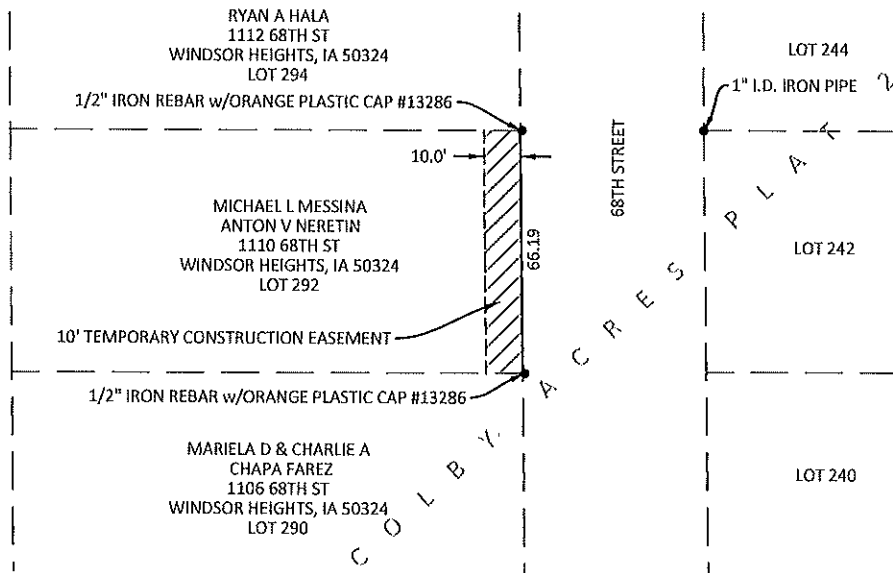
STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 7th day of November, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael Messina and Anton Neretin, to me known to be the identical person(s) named in the foregoing instrument and who executed the same as his/her/their voluntary act and deed.

[Signature]
Notary Public in and for the State of Iowa

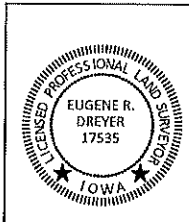
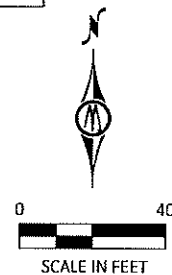


INDEX LEGEND	
LOCATION	EAST 10' OF LOT 292 OF COLBY ACRES PLAT 2 SUBDIVISION
REQUESTOR:	CITY OF WINDSOR HEIGHTS
PROPRIETOR:	MICHAEL L MESSINA & ANTON V NERETIN
SURVEYOR:	EUGENE DREYER, P.L.S. #17535
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	EUGENE DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100



LEGAL DESCRIPTION
 THAT PART OF LOT 292 OF COLBY ACRES PLAT 2 SUBDIVISION, CITY OF WINDSOR HEIGHTS, POLK COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE EAST 10 FEET THEREOF.

LEGEND
 ● FOUND MONUMENT AS NOTED
 ▨ TEMPORARY HATCH EASEMENT



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa

EUGENE R. DREYER
 LICENSE NUMBER 17535 DATE: 10/21/2024
 MY LICENSE RENEWAL DATE IS 12/31/2024
 PAGES OR SHEETS COVERED BY THIS SEAL:
 THIS SHEET

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TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
 1110 68TH STREET, WINDSOR HEIGHTS, IA 50324



1519 BALTIMORE DRIVE
 AMES, IA 50010
 (515) 233-6100

FOR: CITY OF WINDSOR HEIGHTS

IA83-SF

FIELD BOOK:

DRAWN BY: JLL

JOB NUMBER: 133739



**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL

FROM:

SUBJECT: Discussion of Colby Park Table and Bench Options

GENERAL INFORMATION

Staff Report

To: Mayor and City Council
From: Adam Plagge, City Administrator
Date: November 14th, 2024
Subject: Colby Park Bench and Table Options

GENERAL INFORMATION

City Council previously discussed the installation of three custom art benches in the food truck plaza at an estimated cost of \$50,500, excluding inclusion of any 'Jessie tables'. City Council expressed a desire to explore some alternative concepts that provide more functional seating and table space in the food truck plaza at a reduced cost. Nate Weitz with BMI has provided three alternative concepts that utilize a combination of the previously shown 'Jessie' tables in addition to some 'Take-Out' benches that would provide a mixture of standing and seating table space for residents to utilize. The suggested color would be the loll leaf green to tie into the existing color scheme of the playground. The three concepts of varying cost and impact are included in the attached Exhibit.

The three picnic tables currently located in the park, at the future location of the new BCycle station just east of the food truck plaza, have been observed to receive substantial use and can also be left onsite near the playground for regular use or be placed during larger events along the perimeter walkway of the pavilion.

ATTACHMENTS

1. 2024-11-14_City Council Package__Food Truck Plaza Exploration

COLBY PARK

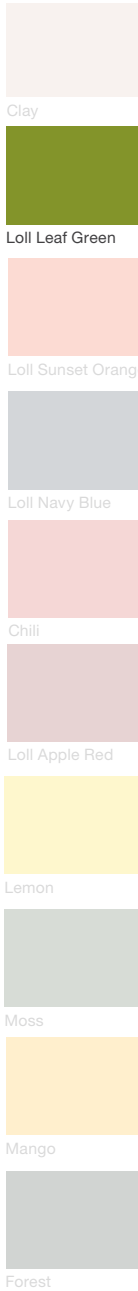
FOOD TRUCK PLAZA DINING-ALTERNATIVES

Take-Out

Product Data Sheet



Designed by Rodrigo Torres, Take-Out brings modern refinement, simplified lines and unparalleled versatility to the connected seating category. Light enough to be picked up, arranged and rearranged, Take-Out opens up new ways for people to connect in outdoor spaces—face-to-face or abreast, an intimate chat or a large group gathering. Five different silhouettes can either stand alone or work together in myriad arrangements. Take-Out's design and component materials are simple, concise and intended to make a compelling visual statement with a strong value proposition.



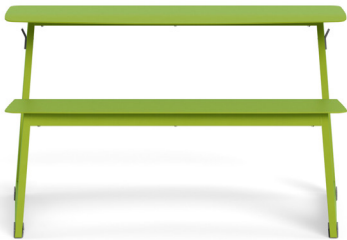
Take-Out Pricing



TAKE OUT TABLE + BENCH

SURFACE MOUNT OR FREESTANDING
ALL UNITS COME WITH 2 BAG HOOKS.
SHIPS FULLY ASSEMBLED

SINGLE UNITS = \$1590
37.5" x 30.0" x 30.3"



TAKE OUT TABLE + BENCH

SURFACE MOUNT OR FREESTANDING
ALL UNITS COME WITH 2 BAG HOOKS.
SHIPS FULLY ASSEMBLED

DOUBLE UNITS= \$2250
37.5" x 30.0" x 52.5"



TAKE OUT TABLE + BENCH

SURFACE MOUNT OR FREESTANDING
ALL UNITS COME WITH 2 BAG HOOKS.
SHIPS FULLY ASSEMBLED

RIGHT TRIPLE = \$2580
37.5" x 30.0" x 71.5"



TAKE OUT TABLE + BENCH

SURFACE MOUNT OR FREESTANDING
ALL UNITS COME WITH 2 BAG HOOKS.
SHIPS FULLY ASSEMBLED

LEFT TRIPLE = \$2580
37.5" x 30.0" x 71.5"

COLBY PARK

FOOD TRUCK PLAZA DINING-ALTERNATIVES

JESSIE
Product Data Sheet



Jessie Pricing



The Jessie rail is a stand-up performer. With the 3" top it is the perfect leaning rail at transit stops. With the 12" top it becomes a convenient café or bar counter. Standing alone, it stakes out space. With mesh infill, it provides separation and enclosure for restaurants with sidewalk seating.



- Clay
- Loll Leaf Green
- Loll Sunset Orang
- Loll Navy Blue
- Chili
- Loll Apple Red
- Lemon
- Moss
- Mango
- Forest



JESSIE BAR TOP
OPEN
SURFACEMOUNT
BASIC UNITS = \$2900 EACH
EXPANSION UNITS = \$1090 EACH



JESSIE BAR TOP
BACKREST
SURFACEMOUNT
BASIC UNITS = \$3560 EACH
EXPANSION UNITS = \$1410 EACH

BASIC UNITS: 6"D x 42"H x 106"L
EXPANSION UNITS: 6"D x 42"H x 50"L
**Can do special length units per your site

COLBY PARK

FOOD TRUCK PLAZA DINING-ALTERNATIVE A

JESSIE
10 BASIC UNITS



\$29,000

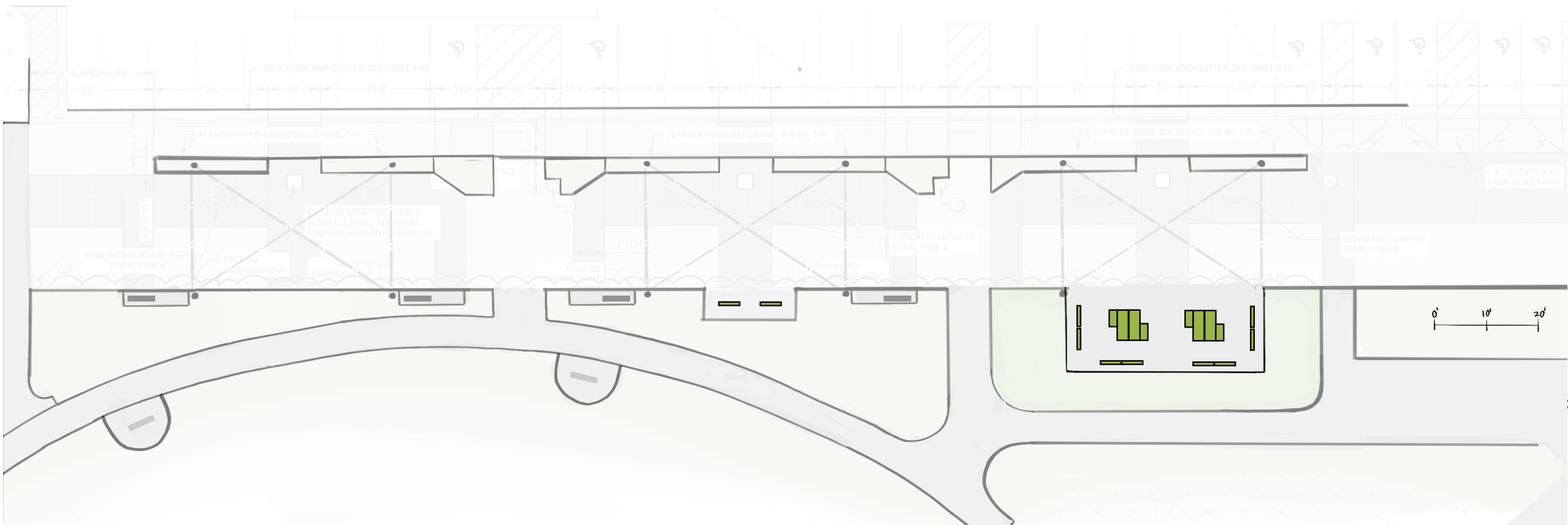
Take-Out
2 LEFT TRIPLE
2 RIGHT TRIPLE



\$10,320

FURNISHING COST: \$39,320

PROPOSED PAVEMENT: 13.3 CY



COLBY PARK

FOOD TRUCK PLAZA DINING-ALTERNATIVE B

JESSIE
5 BASIC UNITS



\$14,500

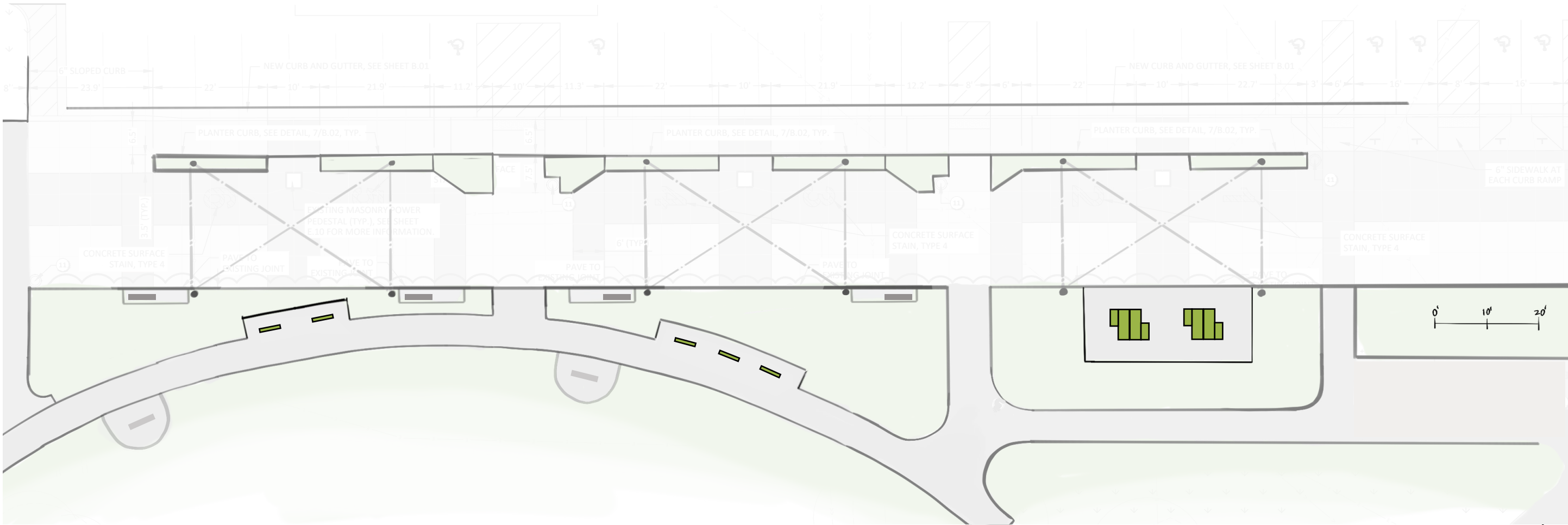
Take-Out
2 LEFT TRIPLES
2 RIGHT TRIPLES



\$10,320

FURNISHING COST: \$24,820

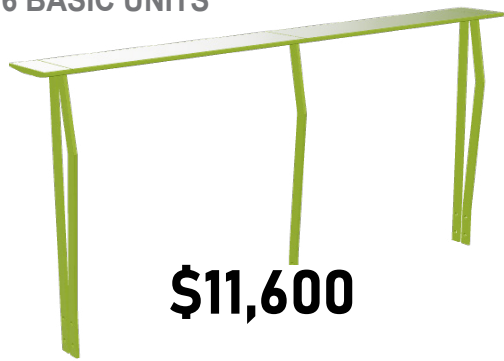
PROPOSED PAVEMENT: 12.5 CY



COLBY PARK

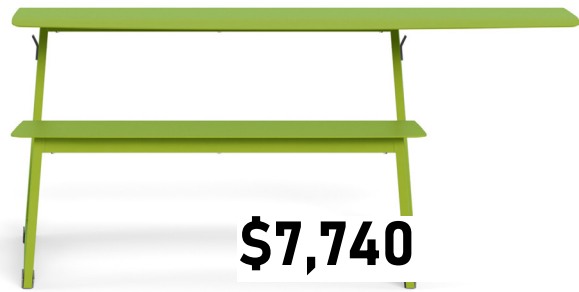
FOOD TRUCK PLAZA DINING-ALTERNATIVE C

JESSIE
6 BASIC UNITS



\$11,600

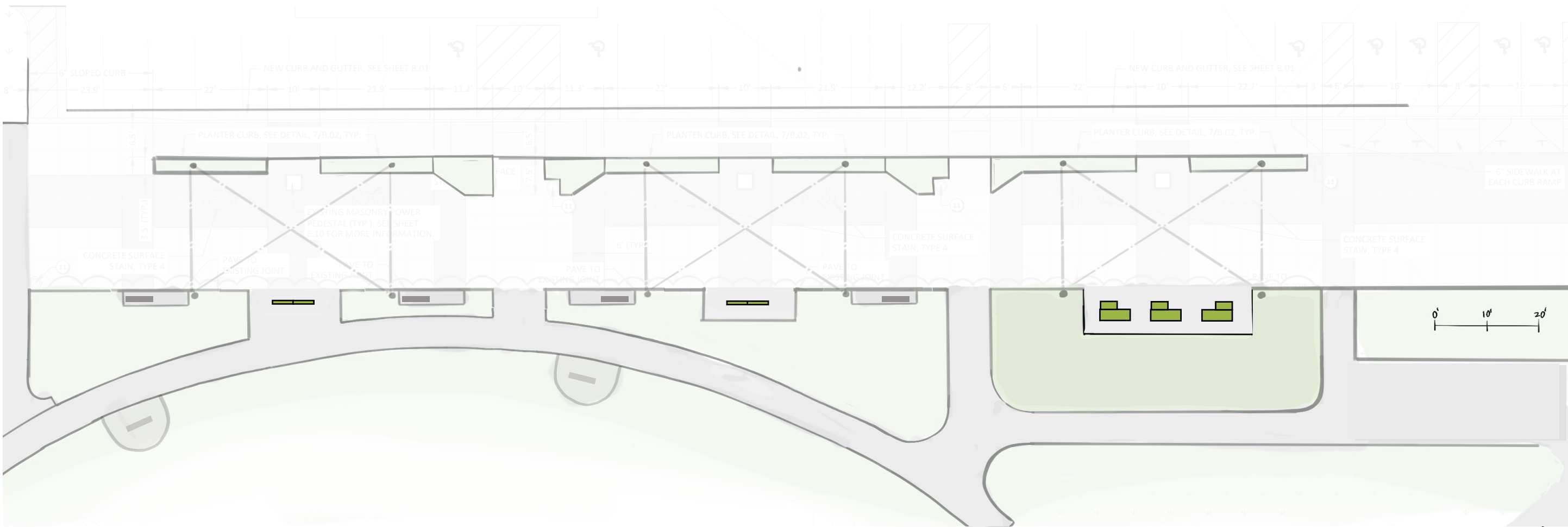
Take-Out
1 LEFT TRIPLE
1 RIGHT TRIPLE



\$7,740

FURNISHING COST: \$19,340

PROPOSED PAVEMENT: 10.3 CY



COLBY PARK

FOOD TRUCK PLAZA DINING ALTERNATIVES COMPARISON

ALTERNATIVE A HIGHER IMPACT

- JESSIE TABLES IN SINGLE AND DOUBLE GROUPINGS.
- LARGER GROUP SEATING AREA ADDED WITH ADA SEATING
- EXISTING BENCH PADS REMAIN

FURNISHING COST: \$39,320

PROPOSED PAVEMENT: 13.3 CY

ALTERNATIVE B MEDIUM IMPACT

- JESSIE TABLES FOLLOW ARCH IN AMENITY ZONE
- MEDIUM GROUP SEATING AREA ADDED WITH ADA SEATING
- EXISTING BENCH PADS REMAIN

FURNISHING COST: \$24,820

PROPOSED PAVEMENT: 12.5 CY

ALTERNATIVE C LOWER IMPACT

- JESSIE TABLES IN SINGLE AND DOUBLE GROUPINGS
- SMALLER GROUP SEATING AREA ADDED WITH ADA SEATING
- EXISTING BENCH PADS REMAIN

FURNISHING COST: \$19,340

PROPOSED PAVEMENT: 10.3 CY

JESSIE



Take-Out





**STAFF REPORT
CITY COUNCIL**

November 18, 2024

TO: CITY COUNCIL

FROM: Adam Plagge, City Administrator

SUBJECT: Discussion of 68th Street Reconstruction Sidewalk Accessibility

GENERAL INFORMATION

Accessibility

Staff and engineering met with four property owners along 68th St. and Mott St. over the past two weeks to discuss accessibility during reconstruction. In one instance along Mott St., a temporary gravel drive will be constructed on a resident's property from 69th St. to their Mott driveway for temporary ADA access. This can be done without impacting underground utilities. Temporary grading and installation of a gravel/asphalt millings sidewalk, in conjunction with onstreet ADA parking signs, should resolve most other access needs that staff is aware of on 68th St. However, one resident along 68th St. expressed concern their scooter may not be able to traverse the planned gravel/asphalt milling temporary sidewalk. To best accommodate the resident with a scooter, the purchase of the estimated \$8,000-\$12,000 rubber matting to be installed by the contractor is the preferred staff action. Alternatively, the gravel/milled walkway could be compacted to the extent possible, though this could prove difficult for the scooter to navigate. Provision of a golf cart or other transport services was not discussed during any resident meetings as this was presumed to be the highest cost and most logistically challenging option and known accessibility needs appeared to be able to be met through the above alternative means.

One 68th St. resident has an electric vehicle; staff's recommendation is to purchase a \$200 EV outlet converter cord to provide Level 2 charging for their vehicle at the Colby Park food truck plaza. The resident will be required to sign a waiver if she chooses to utilize the City's converter.

Mott Sidewalk Options

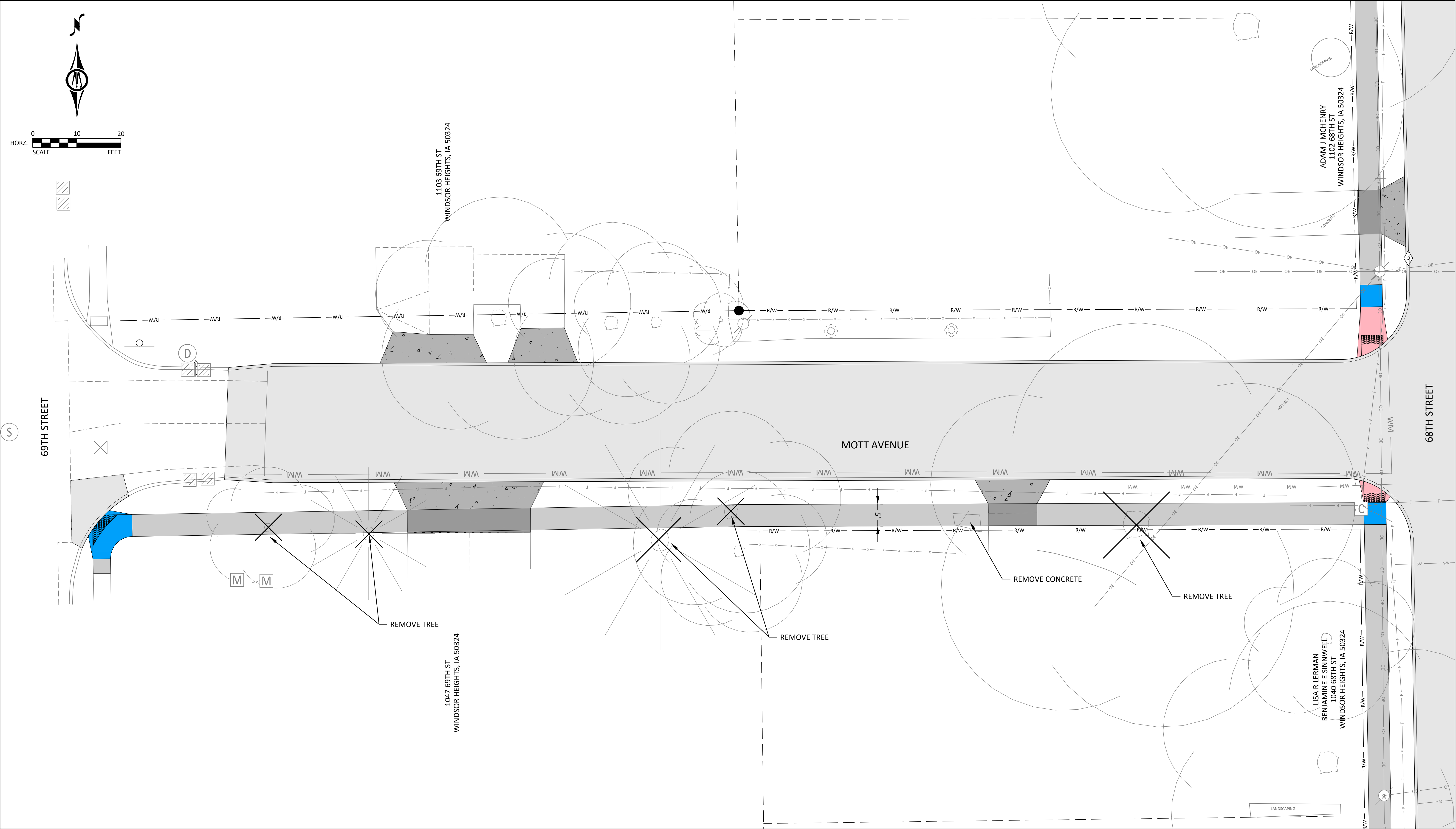
Reconstruction of Mott between 68th and 69th St. is a project alternant. If City Council opts to reconstruct this section of Mott, Administration's recommendation is to construct sidewalk north

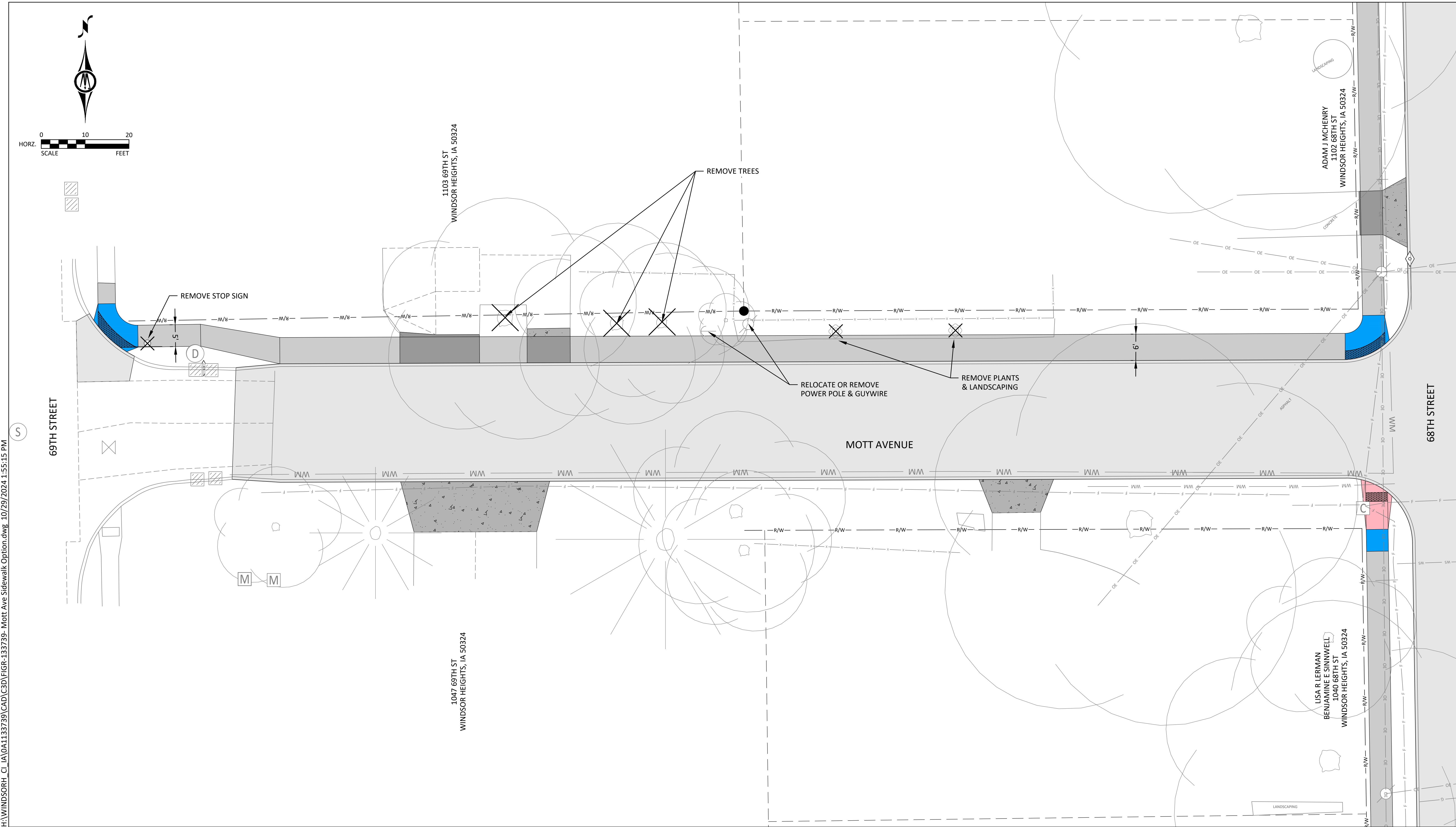
of Mott St. with typical 4-5 ft spacing from the curb, the attached Option 3. Three City ROW Siberian Elms and one City ROW mulberry tree will need to be removed as part of the sidewalk project. The Siberian Elms are a lower quality tree, and their survival would be questionable if the sidewalk was moved to the curb in this section to try and preserve them. 65 ft of 1102 68th St's four-foot chain link fence and some smaller landscaping is within the ROW and would be impacted by the sidewalk installation as well. Administration recommends relocating the private fence outside the ROW as part of the project and as a project cost. The resident would be responsible for any modifications to their landscaping, otherwise it would be removed as part of the project. The property owner has indicated support for this plan.

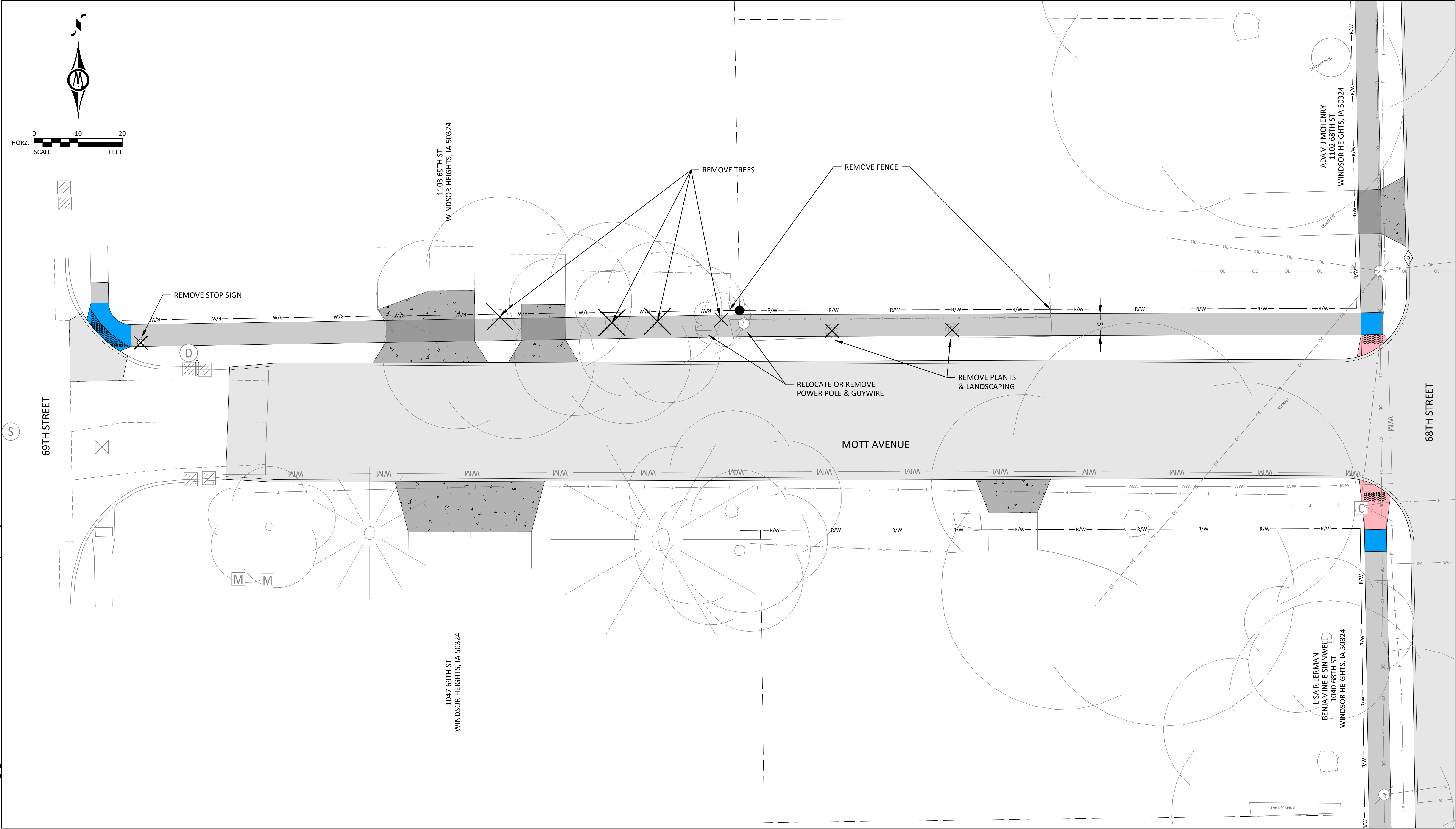


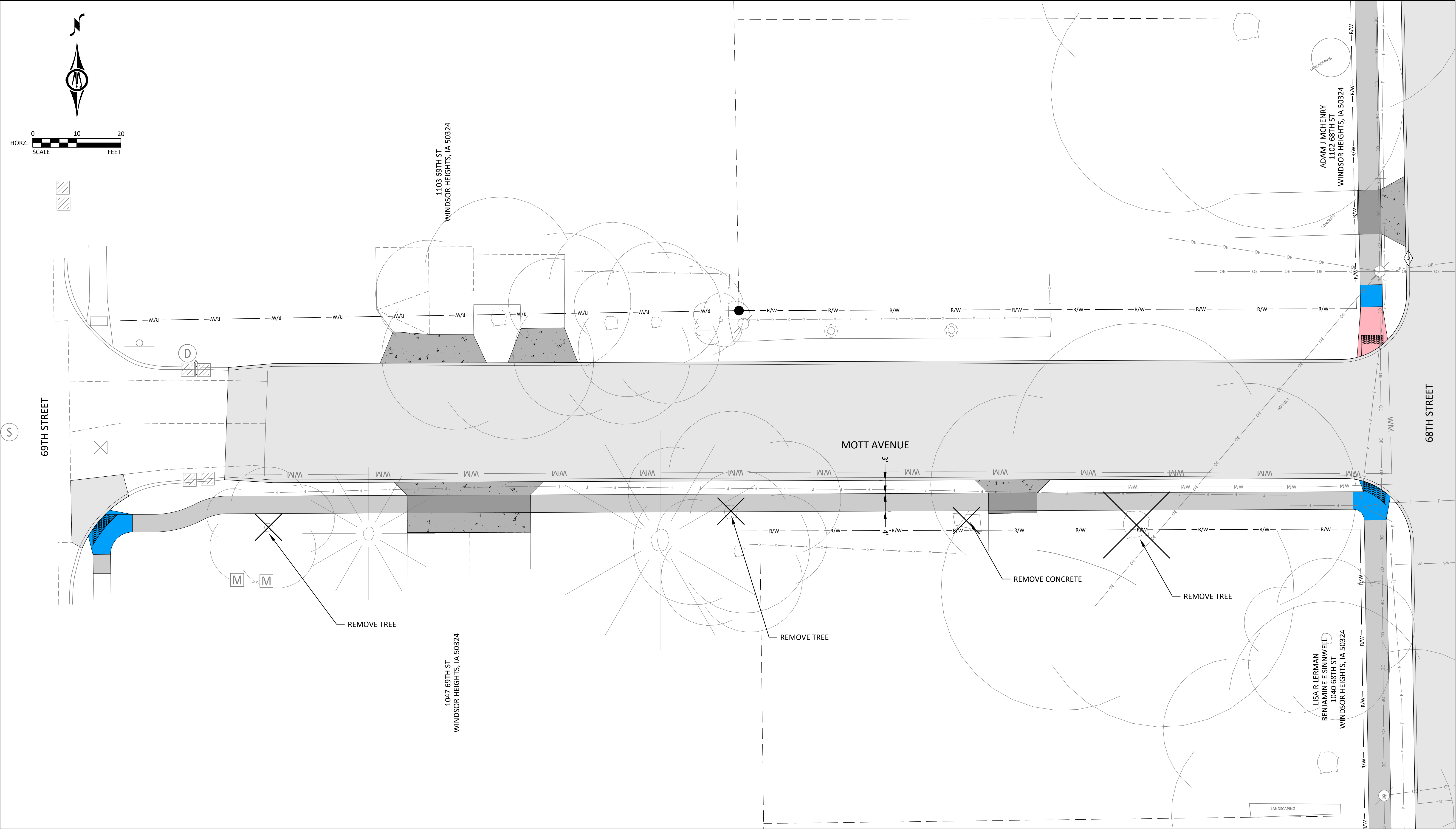
ATTACHMENTS

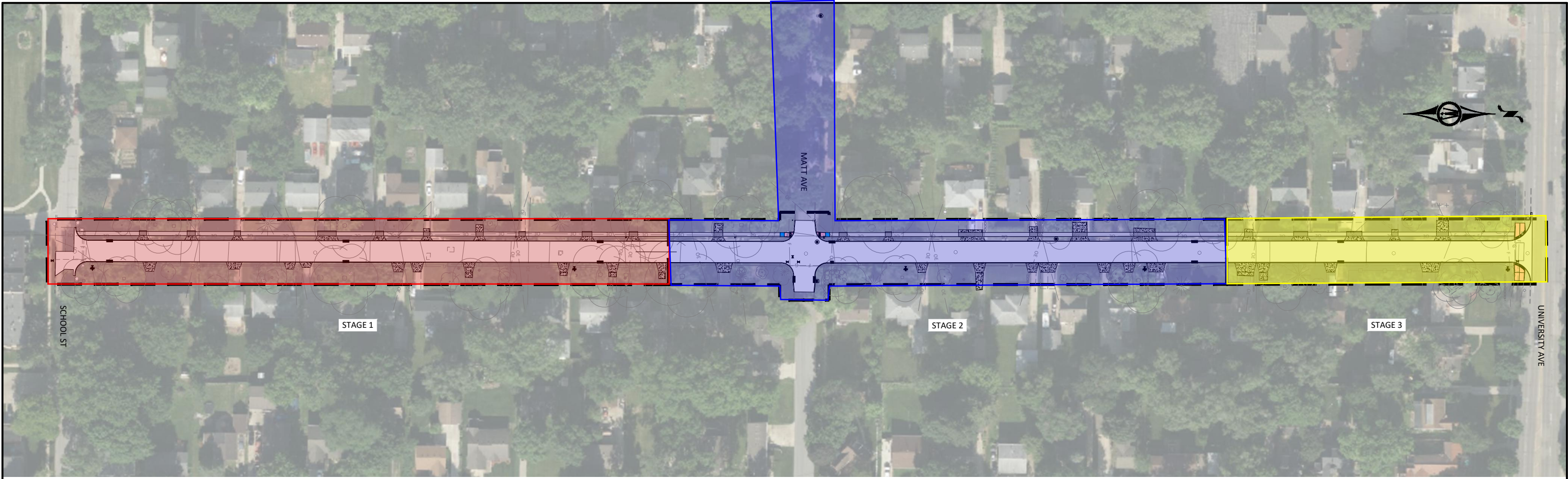
1. 2024-10-29 - Mott Sidewalk Option
2. Phasing Plan
3. 68th Street_Schedule_v2











STAGING NOTES:

1. THE CONTRACTOR IS TO CONSTRUCT THE PROJECT IN 4 STAGES. THE CONTRACTOR SHALL PROVIDE A STAGING PLAN PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
2. ANY ADJUSTMENT TO THE STAGING/TRAFFIC CONTROL SHALL BE COORDINATED WITH THE CITY OF WINDSOR HEIGHTS AND ENGINEER ON RECORD A MINIMUM OF TWO WEEKS IN ADVANCE.
3. THE CONTRACTOR SHALL REQUEST, IN WRITING, PERMISSION TO START EACH STAGE OF THE PROJECT AND SUBMIT AN UPDATED SCHEDULE FOR EACH STAGE UNDER CONSTRUCTION
4. THE ROAD SHALL BE SCRAPPED AND BROOMED PRIOR TO OPENING THE STREET TO TRAFFIC.
5. SITE RESTORATION SHALL BE COMPLETED PRIOR TO NEXT STAGE STARTING.
6. REFER TO WATER MAIN PLANS FOR WATER MAIN PHASING.

MAINTAINING MOBILITY FOR HANDICAPPED RESIDENTS:

1. DUE TO THE MOBILITY ISSUES OF SEVERAL RESIDENTS ALONG THE CORRIDOR, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A COURTESY CART FOR TRANSPORTING RESIDENTS TO AND FROM THEIR PARKED VEHICLES TO THEIR PLACE OF RESIDENCE WHILE THE ROADWAY IS CLOSED.
2. THE CONTRACTOR HAS THE OPTION REGARDING THE KIND OF CART PROVIDED (GOLF, GATOR, ETC.). ENGINEER ON RECORD SHALL APPROVE CART OPTION.
3. IT WILL BE THE CONTRACTORS RESPONSIBILITY TO PROVIDE A MOBILE PHONE NUMBER TO WHICH RESIDENTS CAN CALL BETWEEN THE HOURS OF 7:00 AM TO 7:00 PM, MONDAY THROUGH SUNDAY TO WHICH THEY WILL BE ABLE TO REACH THE COURTESY CART DRIVER, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE WITH THE RESIDENTS.
4. THE CART WILL OPERATE IN CONJUNCTION WITH GRADING AND PAVING OPERATIONS. THE MAXIMUM WAIT TIME FOR THE COURTESY CART SHALL BE 30 MINUTES.

**60% Plan Set - For Review Only
Not for Construction**

10/03/2024

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P:\WINDSOR\68TH ST\68TH ST CAD\10133739.dwg 10/3/2024 8:07:29 AM



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

DESIGNED	REV	DESCRIPTION	DATE
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DRAWN	PL		
CHECKED	JLE		
CLIENT PROJ. NO.	0A1.133739		

CITY OF WINDSOR HEIGHTS, IOWA
68TH STREET SOUTH RECONSTRUCTION
STAGING AND TRAFFIC CONTROL

SHEET
J.01

68th Street Improvement Project Project Schedule

October 3, 2024



Project Timeline

- Survey Fieldwork/Drafting (April/May 2024)
- Preliminary Design (June-July, 2024)
- Public Meeting 2 (September 25, 2024)
- 60% Submittal (October 3, 2024)
- City & DMWW Review (October 3 –11, 2024)
- 90% Design (October– November 2024)
- City & DMWW Review (November 4 – 8, 2024)
- 100% Design (November-December 2024)
- City & DMWW Review (December 2-6, 2024)
- Wednesday Prior to Council Meeting (December 11, 2024)
 - ☐ Bidding Documents received by City for inclusion in packets
 - ☐ Public Hearing Notice assembled by Bolton & Menk and sent to City
 - ☐ Project Background assembled by Bolton & Menk and sent to City
- Council Meeting (December 16, 2024): Set Public Hearing
- Notice to Bidders (December 17, 2024)
 - ☐ Published at least once, **not less than 13 or more than 45 days** before date for filing bids by Bolton & Menk
 - Bolton & Menk to advertise on QuestCDN, Master Builders, & Iowa League of Cities
 - City to advertise on City website
- Notice of Public Hearing (Week(s) of December 30, 2024)
 - ☐ Published at least once, **not less than 4 or more than 20 days** prior to Public Hearing by City
- Bid Opening (January 15, 2025 @ 10:00 am in City Hall)
- Wednesday Prior to Council Meeting (January 15, 2025)
 - ☐ Award Recommendation received by City for inclusion in packets
 - ☐ Notice of Award and Draft Contract assembled by Bolton & Menk and sent to City
 - ☐ Project Background assembled by Bolton & Menk and sent to City
- Council Meeting (January 25, 2025): Public Hearing and Award Contract



Project Timeline, Cont.

- **Contract Executed (February 2025)**
 - ☐ *Bolton & Menk routes to Contractor, Contractor signs and returns to Bolton & Menk with attachments, Bolton & Menk routes to City*
- **Preconstruction Meeting (TBD)**
- **Construction Begins (April/May)**
- **Construction Substantially Complete (November 28, 2025)**
- **Construction Complete (May 2026)**
 - ☐ *No punchlist items remaining*
- **Tuesday prior to Council Meeting (May 2026 estimated)**
 - ☐ *Final Pay Application, Reconciliation Change Order, & related closeout documents provided to City*
- **Council Meeting (June 2026 estimated)**
 - ☐ *Council Approves Final Pay Application/Project close*
- **Record Drawings (June 2026 estimated)**



STAFF REPORT
CITY COUNCIL
November 18, 2024

TO: CITY COUNCIL

FROM: Adam Strait, City Clerk

SUBJECT: Consideration of 2025 City Council Meeting Schedule

GENERAL INFORMATION

ATTACHMENTS

1. 2025 Meeting Schedule

City of Windsor Heights 2025 Meeting Schedule

No meeting the 1st Monday in January due to New Years Day

Tuesday, January 21, 2025 *Tuesday due to Monday being MLK Day*

Monday, February 3, 2025

Monday, February 17, 2025

Monday, March 3, 2025

Monday, March 17, 2025

Monday, April 7, 2025

Monday, April 14, 2025

Monday, May 5, 2025

Monday, May 19, 2025

Monday, June 2, 2025

Monday, June 16, 2025

Monday, July 7, 2025

No meeting the 2nd Monday in July due to historically low agenda items during this time. This meeting was cancelled in 2024. The 1st August Meeting was cancelled in 2023.

Monday, August 4, 2025

Monday, August 18, 2025

No meeting the 1st Monday in September due to Labor Day

Monday, September 15, 2025

Tuesday, October 6, 2025 *Tuesday due to Fall Festival being the prior weekend and allow for more review time of packet*

Monday, October 20, 2025

Monday, November 3, 2025

Monday, November 17, 2025

Monday, December 1, 2025

Monday, December 15, 2025



STAFF REPORT
CITY COUNCIL
November 18, 2024

TO: CITY COUNCIL

FROM:

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

GENERAL INFORMATION

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
November 18, 2024

TO: CITY COUNCIL
FROM: Mike Jones, Mayor

SUBJECT: Mayor's Report

GENERAL INFORMATION

ATTACHMENTS

1. Mayor's Report 11-12-2024

MAYOR'S REPORT

Report Covers October 4th – November 12th, 2024

- We hosted the Mid-Iowa Association of Local Governments at Colby Park on October 9th. The Mayor of Urbandale, Clive, Des Moines, Carlisle, Norwalk, Waukee, Ames, Bondurant, Supervisor Brownell, Jason Roberts and various other public works directors were in attendance. All were blown away by the redevelopment of Colby Park and I think that we've set the standard for parks in the heart of the Des Moines Metro.
- Also, on the 9th the Des Moines Metropolitan Planning Organization (MPO) funding subcommittee met and heard presentations for carbon reduction funding requests. Following the presentations we made recommendations for projects from Ankeny, Des Moines, Pleasant Hill and Urbandale to be funded. Johnston, who also made a request, asked for a reconsideration, which will occur in November. Later, an Executive Committee meeting was held where, most importantly, we made a request, which I obviously advocated for, for the MPO to review our RAISE grant. The Executive Committee recommended that the Policy Committee approve the grant writing services, free to us.
- On October 11th the personnel and finance committee met. I believe Council received those minutes. I will confirm and if not, will provide them.
- On October 15th I attended the ribbon cutting for HW CBD. Congratulations to Rick and Threase on their new location in Urbandale.



- On the 17th the MPO personnel committee met to discuss whether to extend the contract of an employee and the Policy Committee met immediately after. The two most important things to come out of the meeting were the actual approval of the request for the MPO looking at our RAISE application, without charging us (due to the regional importance of 73rd Street) and the implementation of some governance recommendations. There were a number but the three that could be easily summarized are:
 - Set Expectations of MPO Representatives: Consider improvements to the Executive Committee to improve engagement among board members and the Policy Committee and build a more cohesive and informed governance by defining board expectations and revisiting the board orientation process.
 - Enhance Member Engagement: Activate topic or project-based committees and establish clear guidelines for their development, structure, and roles and provide more opportunities for robust discussion, intergovernmental conversations, and trust building among board members.
 - Define Expectations and Role of MPO: Identify member government needs and define MPO performance expectations and define clarity of the MPO's vision, mission, and guiding principles, paying particular attention serving needs of diverse membership.
- This is the result of months of work and multiple consultants and will hopefully allow the MPO to function and serve as better.
- On October 28th and November 5th I attended DART with Councilors Jones and Campbell. I commend Joseph and Lauren on the time and dedication they have put forth to Reimagine and the “funding crisis” created by the City of Des Moines. I would say that at least, from all of our perspectives, we are all comfortable with where the City of Windsor Heights is at with DART and moving forward with Reimagine DART and I said as much in a letter that I provided to the Commission.
- On November 1st AJ and I met with Tiffany and the Greater Des Moines Partnership. We informed her of all of the great things that have been happening in Windsor Heights and we informed them of what we'd like to see the Partnership do when they are up at the Capitol. That is to say: we need the business community as an ally of the cities because businesses can only grow if cities grow.
- On the 11th I attended/volunteered at the Veteran's Day Luncheon. As always, Councilor Skeries does an incredible job organizing this event. Thank you to the Community Events Committee, Chamber of Commerce, speakers and volunteers that made it possible.
- Attended MAC meeting on November 12th and received a number of committee updates.
 - For social issues, there is now a housing subcommittee at Capital Crossroads and they are “figuring out” grant funding availability and affordable housing stock. We are at the same point where we were last meeting on social issues, as I know that we haven't met and haven't been called to meet.
 - Resident education and engagement. Perhaps all of us collaborate together and focus on a certain topic every month to educate residents. While the required budget language is complex, maybe we could come up with a template that we all use that makes sense. Waukee also has a tool that breaks down what people pay per day for services. They could share that with everyone to use.