

1. 4.29.19 Documents

Documents:

[4.29.19 MEETING DOCUMENT.PDF](#)



AGENDA
SPECIAL MEETING OF THE WINDSOR HEIGHTS
CITY COUNCIL
MONDAY, APRIL 29, 2019 – 6:00 P.M.
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66TH ST

Notice to the Public: The Council may conduct workshop meetings or study sessions on matters which are expected to come before the Council for informal action at a regular meeting or otherwise need study by the Council. Items to be considered will be placed on an agenda as required by the open meetings statutes. Final action on items is not taken during workshop or study sessions. No formal vote of the Council in favor or against any workshop or study session item may be taken. Workshops and study sessions are not public hearings. The Presiding Officer may determine whether or not to allow public comment during a workshop or study session. No member or the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or study session.

1. **Call to Order/Roll Call**
2. Discussion and Appropriate Follow on Library Services Agreement(s)
3. Discussion and Appropriate Follow up on Resolution No. 19-0413 regarding the issuance of not to exceed \$4,200,000 aggregate principal amount of Revenue Bonds (ChildServe Inc. Project), Series 2019 (Taxable), Calling a Public Hearing Of the Bonds, and Directing Publication of Notice of the Hearing
4. **Closed Session:** Pursuant to Iowa Code Section 21.5 (1)(c) To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
5. Possible Action after Closed Session.
6. Closed Session: Pursuant to Iowa Code Section 21.5 (1)(c) To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
7. Possible Action after Closed Session.
8. Closed Session: Pursuant to Iowa Code Section 21.5 (1)(j) To evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary and that individual requests a closed session.
9. Possible Action after Closed Session.
10. **Adjourn to 6:00 pm on Monday, May 6, 2019, for a Regular Council Meeting at the Council Chambers.**

The agenda was posted on the official bulletin boards and email on April 25, 2019, in compliance with the requirements of the open meetings law.

Council Packet Memo
April 25, 2019

2. Discussion and Appropriate Follow Up on Library Services Agreement(s):

Attached you shall find a draft one-year Agreement with the City of Urbandale for FY20. Also attached is a draft three-year Agreement with the City of Des Moines for FY21-23 for Council consideration.

3. Resolution Setting the Public Hearing and Authorizing MOA with ChildServe:

Attached you shall find a prepared memo from the ChildServe Attorney; providing a summary of their project and the request for funding. Also, you shall find a resolution setting the public hearing and authorizing notification of an Agreement with ChildServe. Staff, the City Bond Counsel and the Council Budget Committee recommend setting the public hearing for May 20, 2019. ChildServe Attorney Courtney Strutt Todd will be attending to answer any of your questions.

AGREEMENT FOR USE OF DES MOINES PUBLIC LIBRARY LIBRARIES BY WINDSOR HEIGHTS RESIDENTS

THIS AGREEMENT by and between the DES MOINES PUBLIC LIBRARY (hereinafter referred to as "DMPL") and the CITY OF WINDSOR HEIGHTS (hereinafter referred to as "Windsor Heights")

WHEREAS, Windsor Heights desires that its residents are able to enjoy the facilities and collections of the libraries operated by the DMPL in the same manner as the City of Des Moines residents and Windsor Heights is willing to share certain costs for the operation of the DMPL libraries (hereinafter referred to as "Library"); and

WHEREAS, both parties find that joint and cooperative action will be to their mutual advantage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between Des Moines Public Library and Windsor Heights that:

1. PURPOSE: DMPL intends to provide unrestricted access to library services, circulation of materials, and access to meeting rooms, programs and events for all residents of the service areas of the cities of Des Moines and Windsor Heights.

2. TERM: This Agreement will be in effect for the period of July 1, 2020, through June 30, 2023, both dates inclusive. Unless the Agreement is terminated by the express written notice of either DMPL or Windsor Heights pursuant to paragraph 5 of this Agreement, the parties hereby agree to meet on or before April 1, 2023 to discuss and, if needed, renegotiate the terms of this Agreement.

3. REIMBURSEMENT GENERALLY: It is agreed that Windsor Heights will pay to DMPL the sum of \$60,000 for the first year and \$61,800 for year two and \$63,654 for year

three. Payments shall be made in equal quarterly installments, to be paid on or before September 1st, December 1st, March 1st, and June 1st, with the first due in full quarterly payments to begin with the September 1, 2020 payment.

4. AGREEMENT - METHOD OF APPROVAL: The parties hereto shall approve this Agreement by Resolution, which Resolution shall authorize the respective Board President or Mayor to execute this Agreement.

5. TERMINATION: Either party may terminate this agreement by giving the other party written notice of their intent to terminate this Agreement on or before May 1st prior to the beginning of each new fiscal year. In the event of such termination, Windsor Heights shall be obligated to pay DMPL a prorated portion of the quarterly payment corresponding to the amount of time in that quarter prior to termination.

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

A. Notices to DMPL shall be addressed: Library Director, Des Moines Public Library, 1000 Grand Ave. Des Moines, Iowa 50309

B. Notices to Windsor Heights shall be addressed: City Administrator, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, IA 50324

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

By: _____
Wes Graham, Library Board President

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WES GRAHAM, to me personally known, who, being by me duly sworn, did state that he is the PRESIDENT of THE BOARD OF TRUSTEES OF THE DES MOINES PUBLIC LIBRARY ; that the seal affixed to the foregoing instrument is the seal of the Des Moines Public Library; that said instrument was signed on behalf of said Des Moines Public Library by authority of its Board of Trustees; and that the said WES GRAHAM as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said Des Moines Public Library, by it and by him voluntarily executed.

Notary Public
Commission Expires:

CITY OF WINDSOR HEIGHTS

By: _____
Mayor, Dave Burgess

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dave Burgess to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said Dave Burgess as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public
Commission Expires:

AGREEMENT FOR USE OF URBANDALE LIBRARY BY WINDSOR HEIGHTS
RESIDENTS

THIS AGREEMENT by and between the CITY OF URBANDALE (hereinafter referred to as "Urbandale") and the CITY OF WINDSOR HEIGHTS (hereinafter referred to as "Windsor Heights")

WHEREAS, Windsor Heights desires that its residents are able to enjoy the facilities and collections of the library operated by Urbandale in the same manner as the Urbandale residents and Windsor Heights is willing to share certain costs for the operation of the Urbandale Library (hereinafter referred to as "Library"); and

WHEREAS, both parties find that joint and cooperative action will be to their mutual advantage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between Urbandale and Windsor Heights that:

1. PURPOSE: Urbandale intends to provide unrestricted access to library services, circulation of materials, and access to meeting rooms, programs and events for all residents of the service areas of the cities of Urbandale and Windsor Heights.
2. TERM: This Agreement will be in effect for the period of July 1, 2019, through June 30, 2020 both dates inclusive.
3. REIMBURSEMENT GENERALLY: It is agreed that Windsor Heights will pay to Urbandale the sum of \$60,000. Payments shall be made in equal quarterly installments, to be paid on or before September 1st, December 1st, March 1st, and June 1st, with the first prorated payment of \$10,000 due upon execution of this Agreement and full quarterly payments to begin

On this _____ day of April, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dave Burgess to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said Dave Burgess as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public
Commission Expires:

ITEM #9C
DATE: 3/4/19

COUNCIL ACTION FORM

AGENDA ITEM: DISCUSSION AND APPROPRIATE FOLLOW UP ON 28E AGREEMENT RENEWAL WITH THE CITIES OF DES MOINES AND URBANDALE FOR LIBRARY SERVICES

HISTORY:

According to the State Library of Iowa, both city and county support of public libraries is mandated by Iowa Code section 256.69, which says, "...Each city within its corporate boundaries and each county within the unincorporated area of the county shall levy a tax of at least six and three-fourths cents per thousand dollars of assessed value on the taxable property...for the purpose of providing financial support to the public library which provides library services within the respective jurisdictions."

In other words, a tax of at least \$.0675 per \$1,000 assessed property valuation must be levied by each county and city to provide financial support to the public library which provides them with library service. The tax of at least \$0.0675 per \$1,000 of assessed property required by the Code is an outdated and inadequate minimum. No public library in Iowa could keep its doors open if it were funded at this level. Most cities fund their libraries far above the minimum required by the Code. Therefore, public libraries receive their primary funding from the city's General Fund which is raised by levying property taxes.

Windsor Heights is no different.

Prior to November 2015, the City was a party in a multi-jurisdiction agreement for library services with most Des Moines Metro communities. See 28E Agreement filed on 9/14/12. When the agreement first commenced, there were multiple cities without their own library building. See Multi-Jurisdictional 28E Agreement from 2014.

In 2015, the City was the only municipality involved in the agreement without its own library. In an effort to reduce the annual library services agreement from over \$200,000 to \$90,000, yet still provide access to area libraries, the City chose to negotiate with only one provider. After review of our residents' circulation data, the City entered into a three-year agreement with the City of Urbandale.

The terms of the attached 28E Agreement filed on 12/3/15 allowed Windsor Heights' residents have all the rights, responsibilities and access to the Urbandale Public Library as the City of Urbandale residents enjoy. Per the Iowa Open Access laws, they are still able to patronize any area library to utilize resources. However, digital resources are an exception to this rule. Urbandale patrons have access to a digital consortium of e-books and e-audio books called Bridges. In addition, Urbandale residents have access to a digital service called Hoopla that provides access to 200,000+ e-books and e-audio books with no waiting. The Des Moines Library was determined to be too large to participate in the Bridges consortium, and has developed their own library of digital content that is only available to their residents.

According to Cityview magazine, The City of Urbandale's Public Library was voted the best library in the metro for 2019.

Below is the circulation, patron and service agreement payment data for Windsor Heights from the past three fiscal years:

Year	Circulation	# Patrons	Amount Paid
FY 2016-2017	24,322	533	\$90,000.00
FY 2017-2018	29,256	579	\$91,135.80
FY 2018-2019	28,593	584	\$93,076.99

Now is the time to renew this agreement. Attached is a draft redlined renewal amendment from the City of Urbandale for consideration.

The Council Budget Committee reviewed the documentation and asked for the City of Des Moines to consider an agreement. Attached is a draft redlined agreement from the City of Des Moines for consideration.

The intent was to reduce the library agreement to be covered by the library levy rate, and both cities matched their fees.

The Council Budget Committee is neutral; however the committee voiced some thoughts or concerns to consider:

- Current patrons will have to change; potential inconvenience
- Additional costs to city for education efforts and direct mail
- Size (footprint and resource) difference in facilities
- Parking availability at locations
- Hours of Operation – Urbandale is open daily and Franklin is closed on Sundays and Thursdays
- Limited public input

BUDGET:

The City is proposing to levy the maximum allowed by the state of \$.2700 per \$1,000 assessed property valuation to provide funding for library services for Fiscal Year (FY) 2019/2020. The amount is \$60,452. The general fund would supplement any remaining funds needed to pay the annual amount per the agreement. The amount this year is \$95,031.60 and staff has included this amount in the proposed FY 19/20 budget.

OPTIONS:

1. Approve the library services agreement with the City of Urbandale effective July 1, 2019.
2. Approve the library services agreement with the City of Des Moines effective July 1, 2019.
3. Refer this back to the staff and/or the Council Budget Committee to look into other alternatives and provide additional information.
4. Take no action at this time.

STAFF RECOMMENDATIONS:

It is the recommendation of the City Administrator that Council approve Option #1, approve the library services agreement with the City of Urbandale effective July 1, 2019 for the next three years, starting in the amount of \$60,000 for FY19-20.

COUNCIL ACTION FORM

AGENDA ITEM: DISCUSSION AND APPROPRIATE FOLLOW UP ON 28E AGREEMENT RENEWAL WITH THE CITIES OF DES MOINES AND URBANDALE FOR LIBRARY SERVICES

HISTORY:

Prior to November 2015, the City was a party in a multi-jurisdiction agreement for library services with most Des Moines Metro communities. See 28E Agreement filed on 9/14/12. When the agreement first commenced, there were multiple cities without their own library building. See Multi-Jurisdictional 28E Agreement from 2014.

In 2015, the City was the only municipality involved in the agreement without its own library. In an effort to reduce the annual library services agreement from over \$200,000 to \$90,000, yet still provide access to area libraries, the City chose to negotiate with only one provider. After review of our residents' circulation data, the City entered into a three-year agreement with the City of Urbandale. The table below illustrates the year, circulation, patrons and amount paid each year of the 28E agreement.

Year	Circulation	# Patrons	Amount Paid
FY 2016-2017	24,322	533	\$90,000.00
FY 2017-2018	29,256	579	\$91,135.80
FY 2018-2019	28,593	584	\$93,076.99

At the March 4th regular City Council meeting, Council provided staff direction to conduct a citizen survey. The Council Communications Committee quickly formulated and approved the communications plan and survey. The goal of the survey is to receive citizen input to assist the City Council in determining whether to enter into an agreement with the Urbandale Library or Des Moines Library. Staff attached an informational "white paper" and the survey was available by News Flash on the city's website, on social media posts and in the weekly e-newsletter on March 8th, March 15th and March 20th. We had an IP restriction on the survey so only one person per IP address (per household) can submit. However, each cellular phone was able to submit if they disconnect from the IP address. We had a mobile issue with the chart so staff quickly put the information sheet in a pdf to make it easier to read. The survey was available online and at City Hall from March 8th – March 24th. For folks that do not have internet access or prefer to provide their input in writing, we had copies of the survey at City Hall for them to complete.

In addition to the efforts above, Staff asked both Urbandale and Des Moines to reach out to their Windsor Heights patrons.

Attached is the email that the City of Urbandale sent out on March 19th. As a result, the City Council received twenty-four (24) emails regarding this topic. Here is a summary by name and/or address and preference:

Last Name/Address	Preference
Molzen/1219 68 th Street	Des Moines
Christianson	Des Moines
Broman	Des Moines

Prince/1235 66 th Street	Des Moines
Irvine/2004 63 rd Street	Des Moines
Christiansen/6816 Sunset Terrace	Des Moines
Freeland	Des Moines
Gilbert/6630 College Ave	Des Moines
Travis	Des Moines
Elsberry	Urbandale
McNaughton	Urbandale
Mefford	Urbandale
Stearns	Urbandale
Chamberlin/6415 University Avenue	Urbandale
Pisarik	Urbandale
Graboski	Urbandale
Mary Jo	Urbandale
Harwood/1311 66 th Street	Both
Pender	Urbandale
Byers/7101 Sunrise Blvd.	Urbandale
Foss	Urbandale
Cooper	Urbandale
Woodhouse/900 65 th Street, Apt. 68	Urbandale
O'Malley/1904 78 th Street	Urbandale

On March 25th, staff received a voice message from Rosemary Graff of 1820 77th Street, requesting the City renew the contract with the Urbandale Library.

On March 25th, staff reviewed the attached results from SurveyHero.com with Mayor Burgess and Joseph Jones in our Budget Committee meeting and connected with Committee Member Mike Jones on March 26th.

On March 26th, Des Moines Library Director Woody sent the attached email to Council.

A consensus of the Committee is to approve the agreement with the City of Des Moines effective July 1, 2019.

Staff recommends referring this back to staff with direction on which agreement the City would like to enter in and for staff to draft a resolution approving such agreement.

BUDGET:

The City is proposing to levy the maximum allowed by the state of \$.2700 per \$1,000 assessed property valuation to provide funding for library services for Fiscal Year (FY) 2019/2020. The amount is \$60,452. The general fund would supplement any remaining funds needed to pay the annual amount per the agreement. The amount this year is \$95,031.60 and staff has included this amount in the proposed FY 19/20 budget.

OPTIONS:

1. Approve renewing the 28E Agreement with the City of Urbandale to provide library services for the next three years, starting in the amount of \$60,000.00 for FY19/20.
2. Approve the library services agreement with the City of Des Moines to provide library services for the next three years, starting in the amount of \$60,000.00 for FY19/20.
3. Refer this back to the staff and/or the Council Budget Committee to look into other alternatives and provide additional information.

4. Take no action at this time.

28E AGREEMENT

THIS AGREEMENT made and entered into the 15th day of April, 2019, by and between the CITY OF DES MOINES (hereinafter referred to as "Des Moines") and the CITY OF WINDSOR HEIGHTS (hereinafter referred to as "Windsor Heights")

WHEREAS, the cities of Des Moines and Windsor Heights are municipal corporations organized and existing under the laws of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E; and

WHEREAS, each city is willing to share certain costs for the operation of the Des Moines Public Library (hereinafter referred to as "Library"); and

WHEREAS, public agencies may enter into an agreement for joint and cooperative action pursuant to Iowa Code Chapter 28E; and

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

WHEREAS, both cities believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the Library, which agreement will be to their mutual advantage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between Des Moines and Windsor Heights that:

1. PURPOSE: The Library intends to provide unrestricted access to library services, circulation of materials, and access to meeting rooms, programs and events for all residents of the service areas of Des Moines and Windsor Heights.
2. TERM: This Agreement will be in effect for the period of July 1, 2019, through

June 30, 2022, both dates inclusive. Unless the Agreement is terminated by the express written notice of either Des Moines or Windsor Heights pursuant to paragraph 9 of this Agreement, the parties hereby agree to meet on or before April 1, 2022 to discuss and, if needed, renegotiate the terms of this Agreement.

3. REIMBURSEMENT GENERALLY: It is agreed that Windsor Heights will pay to Des Moines the sum of \$60,000 for the first year and \$61,800 for year two and \$63,654 for year three. Payments shall be made in equal quarterly installments, to be paid on or before September 1st, December 1st, March 1st, and June 1st.

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

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

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

7. AGREEMENT - EFFECTIVE DATE: This Agreement shall become effective on July 1, 2019.

8. DURATION: This Agreement shall be effective from the date herein provided

until terminated as herein provided.

9. TERMINATION: Either party may terminate this agreement by giving the other party written notice of their intent to terminate this agreement on or before May 1st prior to the beginning of each new fiscal year.

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

A. Notices to Des Moines shall be addressed: City Manager, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, Iowa 50309

B. Notices to Windsor Heights shall be addressed: City Administrator, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, IA 50324

11. SEPARATE ADMINISTRATION: Pursuant to Iowa Code Section 28E.5(2), the parties state that there is no new, separate, legal or administrative entity created hereby.

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

CITY OF DES MOINES

By: _____
Mayor, T.M Franklin Cownie

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this 15th day of April, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared T.M. Franklin Cownie to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Des Moines, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said T.M. Franklin Cownie as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public
Commission Expires:

CITY OF WINDSOR HEIGHTS

By: _____
Mayor, Dave Burgess

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this 15th day of April, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dave Burgess to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said Dave Burgess as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public
Commission Expires:

April 16, 2019

AJ Johnson, City Administrator
City of Urbandale
3600 86th Street
Urbandale, IA 50322

RE: City of Windsor Heights and Urbandale, Iowa - Notice of Nonrenewal, 28E Agreement for Library Services

Dear City Administrator Johnson,

It is with great regret to provide you with this letter.

Pursuant to the 28E Agreement for Library Services between the City of Windsor Heights and the City of Urbandale dated November 10, 2015 (the "Agreement"), this letter hereby serves as the City's notice of its intention not to renew the Agreement at the expiration of the initial term, which is June 30, 2019.

The City appreciates the assistance and relationship with the City of Urbandale and is hopeful to continue collaborating on future endeavors.

If you have any questions or need any further information, you may contact me at 515-279-3662 or email me at ehansen@windsorheights.org.

Sincerely,

Elizabeth A. Hansen
City Administrator

CC: Robert Andeweg, Mayor

Resolution No. 19-0411

**A RESOLUTION AUTHORIZING AND APPROVING A 28E
AGREEMENT FOR LIBRARY SERVICES WITH THE
CITY OF DES MOINES, IOWA**

WHEREAS, it is deemed advisable and in the best interests for the City of Windsor Heights to enter into an agreement with the City of Des Moines to receive contracted library services; and

WHEREAS, legal counsel for both cities have reviewed the proposed 28E agreement, and based on the negotiated terms facilitated by staff have advised that it is ready for Council action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, STATE OF IOWA, that the attached 28E Agreement for Library Services, labeled Exhibit A, is hereby approved and that the Mayor and City Administrator are hereby authorized to take all necessary actions to execute the 28E agreement to begin fiscal year 2020.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, STATE OF IOWA, that the Mayor and City Administrator are hereby authorized to take all necessary actions to terminate the current metro library services agreement, labeled Exhibit B, effective June 30, 2019.

Passed and Approved this 15th day of April, 2019.

Dave Burgess, Mayor

Attest: _____
Travis Cooke, City Clerk

~~28E~~ AGREEMENT FOR USE OF DES MOINES PUBLIC LIBRARY LIBRARIES BY WINDSOR HEIGHTS RESIDENTS

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THIS AGREEMENT ~~made and entered into the 15th day of April, 2019,~~ by and between the ~~CITY OF~~ DES MOINES PUBLIC LIBRARY (hereinafter referred to as "DMPL~~es Moines~~") and the CITY OF WINDSOR HEIGHTS (hereinafter referred to as "Windsor Heights")

~~WHEREAS, the cities of Des Moines and Windsor Heights are municipal corporations organized and existing under the laws of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E; and~~

WHEREAS, Windsor Heights ~~each city~~ desires that its residents are able to enjoy the facilities and collections of the libraries operated by the DMPL in the same manner as the City of Des Moines residents and Windsor Heights is willing to share certain costs for the operation of the DMPL libraries ~~es Moines Public Library~~ (hereinafter referred to as "Library"); and

~~WHEREAS, public agencies may enter into an agreement for joint and cooperative action pursuant to Iowa Code Chapter 28E; and~~

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

~~WHEREAS, both cities believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the Library, which agreement will be to their mutual advantage.~~

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between Des Moines Public Library and Windsor Heights that:

1. PURPOSE: DMPL ~~The Library~~ intends to provide unrestricted access to library services, circulation of materials, and access to meeting rooms, programs and events for all

residents of the service areas of the cities of Des Moines and Windsor Heights.

2. TERM: This Agreement will be in effect for the period of July 1, 2019, through June 30, 2022, both dates inclusive. Unless the Agreement is terminated by the express written notice of either DMPL Des Moines or Windsor Heights pursuant to paragraph 9 of this Agreement, the parties hereby agree to meet on or before April 1, 2022 to discuss and, if needed, renegotiate the terms of this Agreement.

3. REIMBURSEMENT GENERALLY: It is agreed that Windsor Heights will pay to DMPL Des Moines the sum of \$60,000 for the first year and \$61,800 for year two and \$63,654 for year three. Payments shall be made in equal quarterly installments, to be paid on or before September 1st, December 1st, March 1st, and June 1st, with the first prorated payment of \$10,000 due upon execution of this Agreement and full quarterly payments to begin with the September 1, 2019 payment.

4. INDEMNIFICATION: Each party agrees to indemnify and to hold the other parties, their elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the other party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein (including, but not limited to, any fiscal obligations herein), or b) by reason of the torts of the indemnifying party. I ADVISE THAT THIS SECTION BE DELETED. You may want to consult with James Remington on this.

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5. AGREEMENT - METHOD OF APPROVAL: The parties hereto shall approve this Agreement by Resolution, which Resolution shall authorize the respective Board President or Mayors to execute this Agreement.

6. ~~AGREEMENT - FILING WITH SECRETARY OF STATE: When this~~

~~Agreement has been approved by the parties hereto, this Agreement shall be electronically filed with the Secretary of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.~~

~~7. AGREEMENT – EFFECTIVE DATE: This Agreement shall become effective on July 1, 2019.~~

~~8. DURATION: This Agreement shall be effective from the date herein provided until terminated as herein provided.~~

9. TERMINATION: Either party may terminate this agreement by giving the other party written notice of their intent to terminate this Agreement on or before May 1st prior to the beginning of each new fiscal year. In the event of such termination, Windsor Heights shall be obligated to pay DMPL a prorated portion of the quarterly payment corresponding to the amount of time in that quarter prior to termination.

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

A. Notices to ~~DMP~~Les Moines shall be addressed: Library Director~~City Manager,~~
Main Library~~City of Des Moines, 1000 Locust~~400 Robert D. Ray Drive, Des Moines, Iowa
50309

B. Notices to Windsor Heights shall be addressed: City Administrator, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, IA 50324

~~11. SEPARATE ADMINISTRATION: Pursuant to Iowa Code Section 28E.5(2), the parties state that there is no new, separate, legal or administrative entity created hereby.~~

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

~~CITY OF~~ DES MOINES PUBLIC LIBRARY _____

By: _____
Wes Graham, Library Board President ~~Mayor, T.M. Franklin Cownie~~

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this ~~15th~~ _____ day of April, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WES GRAHAM ~~T.M. Franklin Cownie~~, to me personally known, who, being by me duly sworn, did state that ~~he is~~ they are the ~~PRESIDENT~~ Mayor of the ~~THE BOARD OF TRUSTEES OF THE DES MOINES PUBLIC LIBRARY~~ City of Des Moines, respectively, of said City; that ~~the no seal affixed to the foregoing instrument is the seal of the Des Moines Public Library has been procured by the said City~~; that said instrument was signed on behalf of said Des Moines Public Library ~~City~~ by authority of its Board of Trustees ~~City Council~~; and that the said WES GRAHAM ~~T.M. Franklin Cownie~~ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said Des Moines Public Library ~~City~~, by it and by him voluntarily executed.

Notary Public
Commission Expires:

CITY OF WINDSOR HEIGHTS

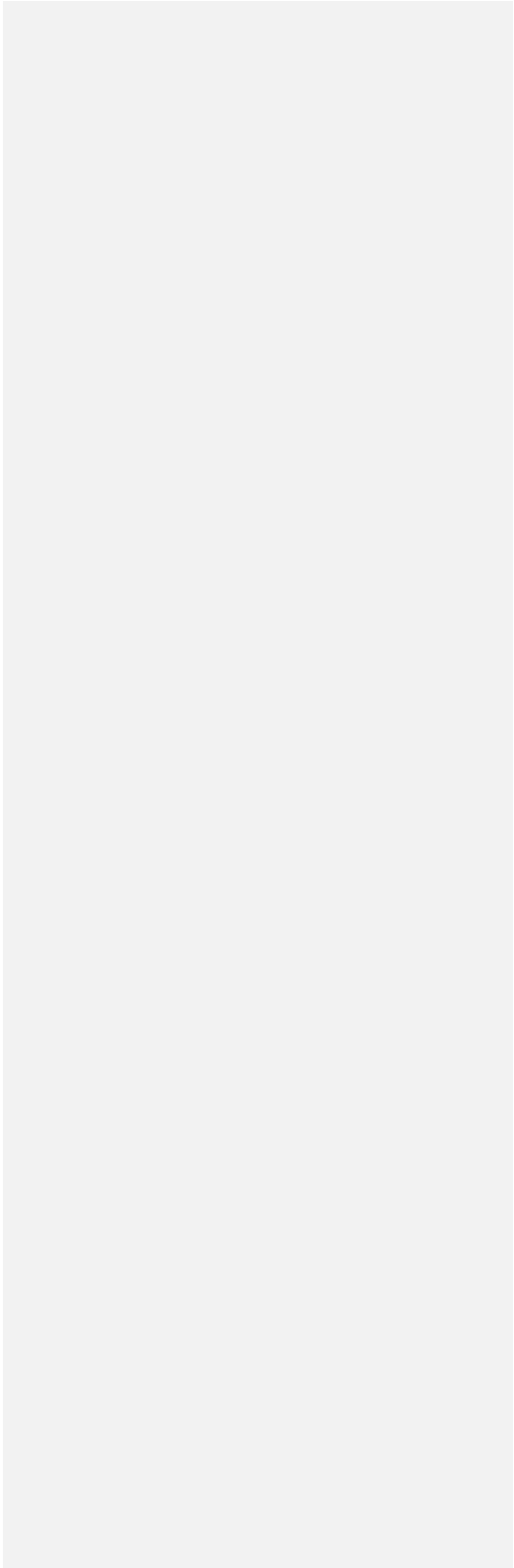
By: _____
Mayor, Dave Burgess

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this 15th day of April, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dave Burgess to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said Dave Burgess as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Notary Public

Commission Expires:





MEMORANDUM

TO: City Council Members for the City of Windsor Heights

FROM: Courtney A. Strutt Todd

DATE: April 24, 2019

RE: ChildServe, Inc. Bonds

BACKGROUND

In 2013 and 2015 the City of Windsor Heights acted as an Issuer of tax-exempt bonds which were issued for the purpose of loaning money to ChildServe Inc. in order to construct certain projects. ChildServe Inc. is again needing to issue debt to finalize the construction of certain projects in its building. Due to the covenants in the previous bond documents and the bank's desire to be on a parity with the 2013 and 2015 outstanding bonds, ChildServe Inc. needs to issue taxable debt and is requesting that the City of Windsor Heights act as the issuer of this taxable debt since it previously acted as issuer in 2013 and 2015.

One of the most commonly used and successful economic development tools available in Iowa is the ability of local governments to issue industrial development bonds under Chapter 419 of the Code of Iowa. Chapter 419 permits municipalities (including cities and counties) to issue revenue bonds "for the purpose of defraying the cost of any project and to secure payment of such bonds as provided in [Chapter 419]."

Revenue bonds issued under Chapter 419 are commonly referred to as conduit bonds because the issuer of the bonds loans the proceeds of the bonds to a nongovernmental entity to be used for a permissible project and then assigns the loan agreement and the loan repayment obligations of the nongovernmental entity to the purchaser(s) of the bonds or a trustee for the purchaser(s). The loan repayment obligation is equal to the required debt service on the bonds and after the issuer assigns the loan agreement and the loan repayment obligations to the bondholders or trustee, the issuer has no further responsibility for repayment of the bonds.

For certain types of projects the Internal Revenue Code treats the interest on conduit bonds as exempt from federal income tax, thus permitting the nongovernmental entity to borrow at a lower cost than would otherwise be the case.

Chapter 419 provides that any of the following projects may be financed with revenue bonds:

a. Land, buildings, or improvements, whether or not in existence at the time of issuance of the bonds issued under this chapter, which are suitable for the use of any of the following:

(1) A voluntary nonprofit hospital, clinic, or health care facility as defined in section 135C.1 , subsection 6.

(2) One or more physicians for an office building to be used exclusively by professional health care providers, including appropriate ancillary facilities.

(3) A private college or university or a state institution governed under chapter 262 whether for the establishment or maintenance of the college or university or state institution.

(4) An industry or industries for the manufacturing, processing, or assembling of agricultural or manufactured products, even though the processed products may require further treatment before delivery to the ultimate consumer.

(5) A commercial enterprise engaged in storing, warehousing, or distributing products of agriculture, mining, or industry including but not limited to barge facilities and riverfront improvements useful and convenient for the handling and storage of goods and products.

(6) A facility for the generation of electrical energy through the use of a renewable energy source including but not limited to hydroelectric and wind generation facilities.

(7) A facility engaged in research and development activities.

(8) A national, regional, or divisional headquarters facility of a company that does multistate business.

(9) A museum, library, or tourist information center.

(10) A telephone company.

(11) A beginning businessperson for any purpose.

(12) A commercial amusement or theme park.

(13) A housing unit or complex for persons who are elderly or persons with disabilities.

(14) A fair or exposition held in the state, other than the Iowa state fair, which is a member of the association of Iowa fairs.

(15) A sports facility.

(16) A facility for an organization described in section 501(c)(3) of the Internal Revenue Code which is exempt from federal income tax under section 501(a) of the Internal Revenue Code.

Section 419.2 provides that a municipality has the power to issue bonds for projects located within or near the municipality, but shall not be located more than eight miles outside the corporate limits of the municipality. ChildServe, Inc. is located in Johnston, Iowa, and within the eight mile radius of the corporate limits of the City of Windsor Heights.

Section 419.3 provides as follows with respect to the liability of the municipality issuing bonds under Chapter 419:

All bonds issued by a municipality, under the authority of this chapter, shall be limited obligations of the municipality. The principal of and interest on such bonds shall be payable solely out of the revenues derived from the project to be financed by the bonds so issued under the provisions of this chapter including debt obligations of the lessee or contracting party obtained from or in connection with the financing of a project. Bonds and interest coupons issued under authority of this chapter shall never constitute an indebtedness of the municipality, within the meaning of any state constitutional provision or statutory limitation, and shall not constitute nor give rise to a pecuniary liability of the municipality or a charge against its general credit or taxing powers.

Thus, bonds issued under Chapter 419 (1) are not a general obligation of the issuer but are payable solely from the payments to be made by the borrower of the proceeds of the bonds, and (2) do not count against the debt capacity of the issuer.

In addition, Section 419.4 provides as follows with respect to the security for bonds issued under Chapter 419:

The principal of and interest on any bonds, issued under authority of this chapter, shall be secured by a pledge of the revenues out of which such bonds shall be made payable. They may be secured by a mortgage covering all or any part of the project from which the revenues so pledged may be derived or by a pledge of the lease, sale contract or loan agreement with respect to such project or by a pledge of one or more notes, debentures, bonds or other secured or unsecured debt obligations of the lessee or contracting party.

PROCEDURE

Under Chapter 419, an issuer is required to conduct a public hearing on a proposal to issue bonds prior to the issuance of the bonds. The normal procedure is that the governing body adopts a resolution calling a public hearing, setting the date for the hearing and directing that notice of the hearing be published. Notice of intention to issue the bonds, specifying the amount and purpose thereof and the time and place of the hearing must be published at least once not less than fifteen days prior to the date fixed for the hearing in a newspaper published and having a general circulation within the municipality. At the time and place fixed for the public hearing the governing body is required to give all local residents who appear at the hearing an opportunity to express their views for or against the proposal to issue the bonds. The governing body then adopts a resolution determining whether or not to proceed with the issuance of the bonds. Either at that meeting or a subsequent meeting the governing body adopts a resolution authorizing the issuance of the bonds and execution of the various documents required in connection with the issuance of the bonds. Sale of the bonds and negotiation of the terms of the bonds with the bond purchaser are the responsibility of the borrower. The preparation of the resolutions for adoption by the governing body as well as the other documents required for issuance of the bonds is the responsibility of bond counsel. After the closing of the bonds the issuer has completed its

involvement and typically has no more connection to the issue. All continuing obligations with respect to the bonds are the borrowers.

CHILDSERVE PROJECT

Proceeds of the Bonds will be used to provide financing for the renovation, furnishing and equipping of unfinished space within the Borrower's headquarters building, renovation, furnishing and equipping of existing space in the Behavior Health Clinic, constructing an addition to the ChildServe Habilitation Center, renovation, furnishing and equipping of existing space in the ChildServe Habilitation Center and various other additions, improvements and acquisitions all at ChildServe Inc. and ChildServe Habilitation Center, located at 5406 Merle Hay Road in Johnston, Iowa and 5900 Pioneer Parkway in Johnston, Iowa (together the "Project"), locations that are both within eight miles of the corporate limits of the City; and to fund capitalized interest on the Bonds, if deemed desirable by the Borrower, and pay costs of issuance of the Bonds.

ChildServe is an organization that partners with families to help children with special health care needs. The Company provides several different types of services including, but not limited to pediatric skilled care services, pediatric therapy and clinic services, community living services and family support services. The pediatric skilled care services include a pediatric continuing care unit, which includes 24-hour nursing care, a pediatric transitional care unit, and pediatric homecare, which provides care to children in their homes. The Pediatric therapy and clinic services include an adaptive equipment program which provides wheeled mobility products to children, and an outpatient therapy program, which provides a variety of therapy services to children on a one-to-one basis. The community living services include homes that offer support services to children who require nursing care, skill development, behavior support and therapies and apartments that offer support services for young adults that allow them to become part of their community while learning independent skills. The community living services also provide a supported community living service which allows individuals a chance to build skills that will ultimately lead to independence. The family support services that ChildServe provides include case management, respite services, day health and habilitation and childcare.

The Company's primary service delivery area includes the 12 Iowa counties within a 50-mile radius of Ames and Des Moines. ChildServe also serves children from other Iowa counties as well as from outside Iowa. It makes all admission decisions based on its care and staff capacity, financial arrangements, and relevant regulatory requirement. Today ChildServe provides specialized pediatric health care services to more than 2,200 children in Iowa.

Because ChildServe is a 501(c)(3) organization and the bond proceeds will be used for its maintenance, the Project qualifies for financing under Chapter 419 and the interest on bonds issued to finance Project would be exempt from federal income tax under the Internal Revenue Code.

ChildServe is requesting that the City of Windsor Heights issue its taxable revenue bonds under Chapter 419 in an amount up to \$4 million in order to assist in financing the Project and designate the bonds as qualified tax-exempt obligations.

Windsor Heights, Iowa
April 29, 2019

The City Council of Windsor Heights, Iowa met in special session on the 29th day of April, 2019, at 6:00 p.m., at the Windsor Heights City Hall, 1133 66th Street in Windsor Heights, Iowa. The meeting was called to order and there were present, Dave Burgess, Mayor, and the following named Council Members:

Absent: _____

Matters were discussed concerning the issuance of Revenue Bonds to finance the construction, improving and equipping of additions and improvements to the facilities of ChildServe, Inc. Following a discussion of the proposal, Council Member _____ introduced and caused to be read a resolution entitled "A Resolution Regarding the Issuance of Not to Exceed \$4,200,000 Aggregate Principal Amount of Revenue Bonds (ChildServe Inc. Project), Series 2019 (Taxable), Calling A Public Hearing On The Proposed Issuance Of The Bonds, and Directing Publication Of Notice Of The Hearing," and moved its adoption. The motion was seconded by Council Member _____. After due consideration of said resolution by the Council, the Mayor put the question on the motion and, the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

Mayor

Attest:

City Clerk

RESOLUTION NO.19-0413

A RESOLUTION REGARDING THE ISSUANCE OF NOT TO EXCEED \$4,200,000 AGGREGATE PRINCIPAL AMOUNT OF REVENUE BONDS (CHILDSERVE INC. PROJECT), SERIES 2019 (TAXABLE), CALLING A PUBLIC HEARING ON THE PROPOSED ISSUANCE OF THE BONDS, AND DIRECTING PUBLICATION OF NOTICE OF THE HEARING.

WHEREAS, the City of Windsor Heights, Iowa (hereinafter referred to as the "City"), is a municipal corporation and political subdivision organized and existing under the laws and the Constitution of the State of Iowa (the "State"), and is authorized and empowered by Chapter 419 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, improving and equipping a "project" (as defined in the Act) located within eight miles of the corporate limits of the City; and

WHEREAS, the City has been requested by ChildServe Inc. (the "Borrower") to authorize and issue its Revenue Bonds pursuant to the provisions of the Act for the purpose of providing financing for the renovation, furnishing and equipping of unfinished space within the Borrower's headquarters building, renovation, furnishing and equipping of existing space in the Behavior Health Clinic, constructing an addition to the ChildServe Habilitation Center, renovation, furnishing and equipping of existing space in the ChildServe Habilitation Center and various other additions, improvements and acquisitions all at ChildServe Inc. and ChildServe Habilitation Center, located at 5406 Merle Hay Road in Johnston, Iowa and 5900 Pioneer Parkway in Johnston, Iowa (together the "Project"), locations that are both within eight miles of the corporate limits of the City; and to fund capitalized interest on the Bonds, if deemed desirable by the Borrower, and pay costs of issuance of the Bonds; and

WHEREAS, it has been represented to the City that the amount necessary to finance the Project, said capitalized interest and costs of issuance, will require the issuance by the City of not to exceed \$4,200,000 aggregate principal amount of its Revenue Bonds pursuant to the provisions of the Act; and

WHEREAS, it is proposed that the City issue not to exceed \$4,200,000 aggregate principal amount of its Revenue Bonds (ChildServe Inc. Project), Series 2019 (Taxable) (the "Bonds") pursuant to the Act and loan said amount to the Borrower under a Loan Agreement between the City and the Borrower (the "Loan Agreement"), the obligation of which will be sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds as and when the same shall become due; and

WHEREAS, before the Bonds may be issued, it is necessary to publish a notice of intention to issue the Bonds and conduct a public hearing on the proposal to issue the Bonds, all as required and provided for by Section 419.9 of the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Borrower has requested that the City take initial official action with

respect to the Bonds;

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

Section 1. That in order to assist in the financing of the construction, improving and equipping of the Project and in recognition of the benefits to the City and its residents resulting therefrom, the City declares its official intent to proceed with the necessary proceedings required to issue the Bonds.

Section 2. That the City of Windsor Heights, Iowa City Council meet at the Windsor Heights City Hall, 1133 66th Street, Windsor Heights, Iowa, on the 20th day of May, 2019 at 6:00 o'clock p.m., at which time and place a public hearing shall be held on the proposal to issue the Bonds referred to in the preamble hereof, at which hearing all local residents who appear shall be given an opportunity to express their views for or against the proposal to issue the Bonds.

Section 3. That the City Administrator is hereby directed to give notice of intention to issue the Bonds, setting forth the amount and purpose thereof, and the time when and place where the hearing will be held, by publication at least once not less than fifteen (15) days prior to the date fixed for the hearing, in the Des Moines Register, a newspaper published and having a general circulation within Windsor Heights, Iowa. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING AND INTENTION TO ISSUE
REVENUE BONDS
(CHILDSERVE INC. PROJECT)
SERIES 2019 (TAXABLE)

Notice is hereby given that a public hearing will be conducted before the City Council of Windsor Heights, Iowa (the "City") at the Windsor Heights City Hall, 1133 66th Street, Windsor Heights, Iowa, at 6:00 o'clock p.m., on May 20, 2019, on a proposal to issue not to exceed \$4,200,000 aggregate principal amount of the City's Revenue Bonds (ChildServe Inc. Project), Series 2019 (Taxable) (the "Bonds"), pursuant to the provisions of Chapter 419 of the Code of Iowa, as amended, and Sections 103 and 147 of the Internal Revenue Code of 1986, as amended, for the purpose of providing financing for the renovation, furnishing and equipping of unfinished space within the Borrower's headquarters building, renovation, furnishing and equipping of existing space in the Behavior Health Clinic, constructing an addition to the ChildServe Habilitation Center, renovation, furnishing and equipping of existing space in the ChildServe Habilitation Center and various other additions, improvements and acquisitions all at ChildServe Inc. and ChildServe Habilitation Center, located at 5406 Merle Hay Road in Johnston, Iowa and 5900 Pioneer Parkway in Johnston, Iowa (together the "Project"); locations that are both within eight miles of the corporate limits of the City. The proceeds of the Bonds will be used to finance the costs of constructing, improving and equipping the Project, fund capitalized interest, if deemed desirable by the Borrower, and pay the costs of issuance of the Bonds. It is proposed that proceeds from the sale of the Bonds be loaned to the ChildServe Inc. pursuant to a loan agreement (the "Loan Agreement") which will provide for loan payments sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds as the same fall due.

Such Bonds, if issued, and the interest and premium, if any, thereon will be payable solely out the revenues derived from the Loan Agreement. The Bonds shall be limited obligations of the City payable solely from revenues received by the City, and secured by a pledge of the rights of the City under and pursuant to the Loan Agreement. The Bonds will represent and constitute, solely and exclusively, limited obligations of the City and will not represent, constitute or create an obligation, general or special, indebtedness, or moral obligation of the City within the meaning of any state constitutional provision or statutory limitations, and shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

All local residents who appear at said public hearing shall be given an opportunity to express their views for or against the proposal to issue the Bonds, and at said hearing, or any adjournment thereof, the City Council of the City shall adopt a resolution determining whether or not to proceed with the issuance of the Bonds.

WINDSOR HEIGHTS, IOWA CITY COUNCIL

By: _____
City Clerk

Section 4. That in order that the Project not be unduly delayed, the Borrower may make such commitments, expenditures and advances toward payment of the costs of the Project as it considers appropriate, subject to reimbursement from the proceeds of the Bonds when and if issued and sold, but otherwise without liability on the part of the City. That all costs of the City in connection with issuance of the Bonds shall be the responsibility of the Borrower.

Section 5. THAT THE BONDS, IF AND WHEN ISSUED, SHALL BE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM REVENUES RECEIVED BY THE CITY, AND SECURED BY A PLEDGE OF THE RIGHTS OF THE CITY UNDER AND PURSUANT TO THE LOAN AGREEMENT. THE BONDS WILL REPRESENT AND CONSTITUTE, SOLELY AND EXCLUSIVELY, LIMITED OBLIGATIONS OF THE CITY AND WILL NOT REPRESENT, CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, INDEBTEDNESS, OR MORAL OBLIGATION OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATIONS, AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

Section 6. That the officers of the City are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 7. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 29th day of April, 2019.

Dave Burgess, Mayor

Attest:

Travis Cooke, City Clerk

(SEAL)

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Travis Cooke, City Clerk of Windsor Heights, Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of the City Council of said City; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the City Council of said City on April 29, 2019, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Council and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Council vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein to their respective positions.

WITNESS my hand and the seal of said City hereto affixed this 29th day of April, 2019.

City Clerk of
Windsor Heights, Iowa

(SEAL)