



**AGENDA**  
**REGULAR MEETING OF THE**  
**WINDSOR HEIGHTS CITY COUNCIL**  
**Monday, September 21, 2020 - 6:00 PM**  
**VIA ZOOM**

**Meeting ID: 882 5126 3290|Passcode: 084772|Phone: 312 626 6799**

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

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approval of the Agenda**
3. **Public Hearing:**
  - A. Public Hearing on Ordinance No. 20-08 - An Ordinance Amending Chapter 156.04 of the Windsor Heights Code of Ordinances to Remove Requirements for Rental Property Signage to be Provided Solely by the City, and Setting Size and Placement Limitations on Private Rental Signage
  - B. Consideration of the First Reading of Ordinance No. 20-08 - An Ordinance Amending Chapter 156.04 of the Windsor Heights Code of Ordinances to Remove Requirements for Rental Property Signage to be Provided Solely by the City, and Setting Size and Placement Limitations on Private Rental Signage
4. **MetroNet Presentation - Kathy Sheller - MetroNet Government Affairs Director**
  - A. Consideration of MetroNet Agreement
5. **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.
6. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
  - A. Approve Minutes of the Regular Council Meeting on September 8, 2020
  - B. Approve Payment of Claims
  - C. Approve Financial Reports
  - D. Approve Real Estate Purchase Agreement 63rd and University Property
7. **Old Business:**
  - A. Consideration of Resolution No. 2020-111- A Resolution Awarding a Contract to OPN Architects to Provide Concepts and Schematic Design of Community Center Flood Wall Improvements in the Amount of \$19,190

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

- B. Consideration of Resolution No. 2020 - 112 - A Resolution Approving a Scope and Fee for a Traffic Analysis on 69th Street between Hickman Road and Washington Ave in the Amount of \$5,500
8. **New Business:**
- A. Consideration of Resolution No. 2020-113- A Resolution Supporting the United Way of Central Iowa's 21-Day Equity Challenge
  - B. Consideration of Resolution No. 2020-114 - A Resolution Approving a Scope of Services Agreement with Bolton and Menk, Inc. in the Amount not to Exceed \$29,000 to Provide Engineering and Construction Administration Services for a Public/Private Partnership Streambank Stabilization Project on North Walnut Creek
9. **Reports:**
- A. Mayor and Council Reports and Committee Updates
  - B. Public Safety Report
  - C. Public Works Director Report
  - D. Communications/Recreation Coordinator Report
10. **Adjourn**

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



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: Public Hearing on Ordinance No. 20-08 - An Ordinance Amending Chapter 156.04 of the Windsor Heights Code of Ordinances to Remove Requirements for Rental Property Signage to be Provided Solely by the City, and Setting Size and Placement Limitations on Private Rental Signage

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

None



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

**TO:** CITY COUNCIL

**FROM:** Travis Cooke, City Clerk

**SUBJECT:** Consideration of the First Reading of Ordinance No. 20-08 - An Ordinance Amending Chapter 156.04 of the Windsor Heights Code of Ordinances to Remove Requirements for Rental Property Signage to be Provided Solely by the City, and Setting Size and Placement Limitations on Private Rental Signage

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Ordinance No. 20-08 Amending City Code Related to Rental Signs
2. 2020 09 08 Council Action Form Rental Signs

**ORDINANCE NO. 20-08**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY AMENDING CITY CODE 156.04 REMOVING REQUIREMENTS RELATED TO RENTAL SIGNS BEING ONLY THOSE SUPPLIED BY THE CITY AND SETTING SIZE LIMITATIONS ON ANY PRIVATE SIGNS USED FOR RENTAL PROPERTIES**

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

**WHEREAS**, the City Council of the City of Windsor Heights do hereby find and declare that the amendments to Chapter 156.04, Subsection 102.11.7 are necessary and will promote the aesthetics and general welfare of the community.

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

**SECTION 1.** Purpose. The purpose of this ordinance is to amend Chapter 156.04, Subsection 102.11.7 of the Code of Ordinances for the City of Windsor Heights.

**SECTION 2.** Chapter 156.04, Subsection 102.11.7 is hereby amended to read as follows:

**156.04 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS**

**102.11.7 Signage.** Property owners shall be prohibited from placing any rental sign upon any rental property without the property having first been inspected and approved by the City, as provided by this subsection. Once a rental inspection is complete and approved by the City, any rental sign used shall be no larger than 18 inches x 24 inches in size; signs shall only display necessary contact information for the rental contact; no signs shall be placed in any right-of-way; and signs shall be promptly removed once the unit is rented.

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

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

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

Passed and Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

1st Reading: \_\_\_\_\_

2nd Reading: \_\_\_\_\_

3rd Reading: \_\_\_\_\_

Publish Date: \_\_\_\_\_

\_\_\_\_\_  
Dave Burgess, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Travis Cooke, City Clerk

ITEM # \_\_\_\_\_  
DATE: September 8, 2020

### **COUNCIL ACTION FORM**

**AGENDA ITEM: CONSIDER SETTING PUBLIC HEARING FOR AMENDMENT TO CITY CODE 156.04 REMOVING REQUIREMENTS RELATED TO RENTAL SIGNS BEING ONLY THOSE SUPPLIED BY THE CITY AND SETTING SIZE LIMITATIONS ON ANY PRIVATE SIGNS USED FOR RENTAL PROPERTIES.**

#### **HISTORY:**

City Code 156.04, Subsection 102.11.7, currently requires any signage used to advertise rental property be only signs provided by the City of Windsor Heights. The City maintains a handful of these signs and checks them out to residents for rental properties. Residents are required to pay a deposit of \$65.00 per sign at the time of issuance of the signs.

In the past, deposits via cash or check were held in the Fire Department until the sign was returned. This practice was ceased by Chief McCluskey and all deposits are now deposited into the City account for tracking and accountability purposes. When a sign is returned, the City issues a refund of the deposit via check.

This process is cumbersome, unnecessary and a challenge to track with regards to sign rentals. While the City needs some restrictions on size and placement of the signs, the necessity for the City to actually provide the signs (and prohibit those not provided by the City) seems counterintuitive.

As such, the following amendments are being recommended for City Code 156.04:

#### 156.04 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS.

102.11.7 Signage. Property owners shall be prohibited from placing any rental sign upon ~~the subject any rental~~ property without the property having first been inspected and approved by the City, as provided by this subsection. Once a rental inspection is complete and approved by the City, any rental sign used shall be no larger than 18 inches x 24 inches in size; signs shall only display necessary contact information for the rental contact; no signs shall be placed in any right-of-way; and signs shall be promptly removed once the unit is rented. ~~Upon approval and passage of the inspection, if the property is in search of renters and if the owner chooses to notify potential renters by a sign, owners must use a sign provided by the City, which can be collected at City Hall. Any sign used to advertise a rental property must be the official sign available from the City. A deposit fee of \$65.00 will be charged to the property owner that reflects the cost of the sign and will be refunded to the property owner upon return of the sign. If it is discovered that the property owner is using a sign that does not conform to this code, it will be replaced with a code-compliant sign. The non-compliant signage will be left by the front door of the property. The property owner shall remit the \$65.00 deposit to the City for the compliant sign within 10 days of receipt of notice. If the property owner refuses to pay the sign deposit of \$65.00, it will be added to the cost of the next rental registration and will be non-refundable. If a non-compliant sign is replaced by the City, the property owner will be notified by City personnel by placing a notice on the front door of the rental property. A notice will also be mailed to the property owner's address of record with the City.~~

# METRONET

## WHY IS FIBER BETTER? THE ANSWER IS BANDWIDTH

A fiber optic connection to the home is the technology of the future, able to keep up with the rapid demands and expectations that consumers have today.

### HISTORY

2004

MetroNet  
Established

2005

First Community  
Greencastle, IN

2010

9 Communities  
Launched

2020

100+  
Communities

### PROVIDE 100% FIBER OPTIC RESIDENTIAL & BUSINESS



INTERNET

100/100Mb | 200/200Mb | 500/500Mb | 1Gb/1Gb



TV

Stunning HD



PHONE

Crystal-clear Quality

Service  
6 States

Coming  
Soon



Superior  
Customer  
Service



MetroNet receives superior scores to national providers for customer satisfaction.

## COMPANY SPECS

METR  NET

- In business since 2005



- Headquartered in Evansville, IN



- Rapid growth over 200% in last 3 years



- Currently operating in 100+ communities



- Directly connected to each home and business using "next gen" fiber optic cable



- Our communities are some of the first in the nation to receive access to a 100% fiber optic network



- No data caps and award-winning speed<sup>1</sup>



- Symmetrical internet speeds

<sup>1</sup> According to BROADBANDNOW speed test data, Mid-Sized Provider Category

September 8, 2020

Mr. Dennis Dunham  
City Administrator  
City of Windsor Heights  
1145 66<sup>th</sup> Street, Suite 1  
Windsor Heights, IA 50324

Re: Letter Agreement

Dear Mr. Dunham:

Metro Fibernet, LLC (“MetroNet”) constructs and operates fiber-to-the-premises networks (each an “FTTP Network”) for purposes of providing state-of-the-art all fiber voice, video and Internet services. MetroNet has successfully deployed FTTP Networks in 80 communities in 8 states. The City of Windsor Heights, Iowa (“City”) wishes for MetroNet to deploy an FTTP Network throughout the City for purposes of providing fiber based communications services to residents and businesses (“Project”). MetroNet is willing to invest its capital to complete the Project subject to receiving certain assurances from the City regarding the procedures that will govern the Project. The City is willing to provide MetroNet with such assurances as more particularly set forth in this letter agreement (“Agreement”). MetroNet and the City are sometime referred to herein collectively as the “Parties”, each individually a “Party”.

I. MetroNet Project Commitments

- A. FTTP Network. MetroNet will construct an FTTP Network capable of providing voice, video and Internet fiber services to residents and businesses in the City. The FTTP Network will be solely funded by MetroNet.
- B. Residential Services. MetroNet will initially provide the following voice, video and Internet services to residential consumers in the City:
  - (1) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform also supports 4K (4,000 pixels per second) next generation television.
  - (2) Fiber Phone. A reliable fiber phone service with up to 17 custom calling features, long distance service and a low price point.
  - (3) Fiber Internet. Incredibly fast symmetrical Internet speeds up to 1/1 Gbps.

- (4) Wireless Home Networking. The ability to connect to multiple devices wirelessly to MetroNet's Internet service and the ability to utilize wireless video set top boxes.
- C. Business Services. MetroNet will provide the following voice, video and Internet services to businesses in the City:
- (1) Hosted PBX. A service that allows a customer 4 digit dialing connectivity, numerous customer calling features and the capability to easily upsize or downsize users.
  - (2) Fiber Internet. Incredibly fast symmetrical Internet speeds of 1/1 Gbps and beyond.
  - (3) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform supports 4K (4,000 pixels per second) next generation television.
- D. Project Timeline. MetroNet will use commercially reasonable efforts to complete the Project within 2 years of the commencement of physical construction in the City.
- E. Franchise. MetroNet acknowledges that it has a Certificate of Franchise Authority from the Iowa Utilities Board, which MetroNet will amend to include service within the City and MetroNet agrees to comply with the requirements set forth therein. MetroNet will provide the City with a PEG channel in accordance with applicable law.
- F. Initial Coverage Area MetroNet will initially construct an FTTP network capable of serving 90% of the City of those portions of the City that are not privately owned or have existing FTTP services from another provider. Exceptions are those who have FTTP services from another provider.
- G. Construction Communications Plan. MetroNet will provide to the City and implement a communications plan and will use commercially reasonable efforts to meet the following timelines and standard, as they relate to each approved permit application area.
- (1) At least 30 days, prior to commencement of construction in a residential area-, MetroNet will send a detailed letter to the residential addresses in that area advising occupants of upcoming construction activities. MetroNet will provide a copy of the letter to the City.
  - (2) At least 14 days prior to commencement of construction in a residential area, MetroNet will send a postcard reminder to the City and residential addresses in that area reminding occupants of upcoming construction activities.
  - (3) At least 3 days, but no more than 7 day, prior to the commencement of construction in a residential area, MetroNet will send out street teams to place signs in the yards of those residential properties where MetroNet will commence with construction activities. At least three days prior to the commencement of construction in a residential area, MetroNet will send out street teams to place signs in the yards of those residential properties where MetroNet will commence with construction activities.

(4) Each communication sent to a residential address will include the URL (internet address) to MetroNet's construction website: [metronetinc.com/construction](http://metronetinc.com/construction). On this website residents can find additional information regarding construction plans in their area. Following construction, property owners will also be able to use this website to submit damage claims in the event that MetroNet inadvertently causes damages to their property. For avoidance of doubt, if MetroNet impacts any property improperly located by a property owner in the right of way, MetroNet will work in good faith with the property owner to resolve any damage in a way that is satisfactory to both parties.

~~(1) MetroNet personnel will handle calls from residents.~~

H. Restoration. MetroNet will use commercially reasonable efforts to restore property within three (3) business days of any boring, subject to factors beyond MetroNet's reasonable control. Consideration will be given to the amount of restoration needed with each boring and MetroNet will endeavor to conduct borings in a manner which requires the least amount of restoration (e.g. when appropriate, using streets and sidewalks for equipment rather than lawns etc.) After boring under street/curb and sidewalks, MetroNet will inspect for any heaving that may have occurred from the boring process.

~~H.I. MetroNet will provide a video channel for City communications.~~

~~MetroNet will establish a retail business location in Windsor Heights to provide sales and service to the Des Moines metro area.~~

## II. City Project Commitments.

A. Construction Permits. Within thirty (30) days of the submittal of a request for a construction permit, provided such submittal contains all the information reasonably required by the City, the City will issue MetroNet the construction permit to install aerial and underground facilities. Each construction permit shall cost \$100 and will cover a specified geographic area of the City. Submission of the permits will be staggered to allow the City adequate time for review within thirty (30) business days from submission. Other than as set forth in this paragraph, MetroNet will not be required to pay any additional fees or obtain any additional permits during the initial buildout of the FTTP network from the City to install aerial and underground facilities in the City. Applicable permits and fees for future MetroNet FTTP network expansions will follow applicable permitting procedures and fees structures in accordance to City policies at the time of expansion.

B. Utility Poles. Subject to the following requirements, MetroNet will have the ability to place utility poles in the City rights-of-way and utility easements on a limited basis:

- (1) MetroNet will not seek to install a utility pole in any areas of the City where the utilities are located underground;
- (2) MetroNet must be unable to use an existing utility pole in the general area where it wishes to place a utility pole due to high make ready costs or excessive delays gaining access to the existing utility poles;
- (3) any requested utility pole will be added to an existing utility pole line;

- (4) any requested utility pole will be located on the same side of the road as an existing utility pole line;
- (5) MetroNet will make reasonable accommodations requested by the City to improve the aesthetics of a requested utility pole in the area where it is to be located;
- (6) the location of a requested utility pole will not adversely affect the health, safety or welfare of any person;
- (7) MetroNet will make the requested utility pole available to any other communications provider on just and reasonable terms subject to loading requirements and space availability;
- (8) If a utility company installs a new utility pole that will accommodate MetroNet's fiber facilities in any area where MetroNet has installed a utility pole, provided MetroNet has access to the new utility pole ~~without being subject to high make ready costs under reasonable terms and conditions~~, within a reasonable time period after being notified by the City, MetroNet will move its fiber facilities to the new utility pole and will remove the MetroNet utility pole from the right-of-way.
- (9) No later than (60) days after receipt of appropriate notice from the City, as part of a City construction project, MetroNet will relocate any affected MetroNet utilities.
- (10) If either party has concerns over the proposed location of a MetroNet utility pole, the Parties agree to promptly enter into good faith discussions on identifying a different mutually agreeable location for the Utility pole prior to either Party invoking any of its rights under this Section B.

C. Assignment. Neither Party shall assign, transfer or sublet the privileges hereby granted under this Agreement, without prior written consent in writing of the other Party which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, with prior notice to the City, MetroNet may assign this Agreement to: (i) any wholly owned affiliate or parent company; or (ii) to any party who acquires all or substantially all of MetroNet's assets or equity whether by sale, reorganization, merger or otherwise.

D. Micro Trenching. In areas with high construction costs and/or where the deployment of conduit is not cost effective or feasible, on a case-by-case basis, subject to City approval, which approval will not be arbitrarily, discriminatorily, or unreasonably withheld, conditioned or delayed, MetroNet may install its fiber utilizing micro-trenching technology and procedures.

E. No Joint Venture. This Agreement is not intended to create, nor will it be construed to create, any partnership, joint venture, or employment relationship between the City and MetroNet, and neither party will be liable for the payment or performance of any debt, obligations, or liabilities of the other party, unless expressly assumed in writing.

E.F. Franchise Fee. The City requests that MetroNet calculate and pay to the City a franchise fee at a rate of five percent (5%) of gross revenues (the "Franchise Fee"), as those terms are defined in Iowa Code 477A, The Franchise Fee shall be due and payable to the City on a quarterly basis.

F.G. Entire Agreement Amendments. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or in writing. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

G.H. Applicable Law. This Agreement will be governed by all the laws of the State of Iowa without regard to the choice of law provisions thereof.

H.I. Venue. The Parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located Polk County, Iowa for purposes of adjudicating any matter arising out of or relating to this Agreement.

J. No Third-Party Beneficiaries. No rights or privileges of either Party hereto shall inure to the benefit of any other person or entity, and no such other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Accepted and agreed to as of the date first written above

MetroNet

By: \_\_\_\_\_

City of Windsor Heights

By: \_\_\_\_\_

**City of Windsor Heights Regular Business Meeting Minutes  
Tuesday, September 8, 2020 – 6:00 P.M. via ZOOM**

1. **Call to Order/Roll Call/Pledge of Allegiance:** Mayor Pro-Tem Mike Jones called the meeting to order at 6:00 PM. Present: Susan Skeries, Joseph Jones, Mike Loffredo (@ 6:05 PM), Dave Burgess (@ 6:05 PM), Mike Jones, and Threase Harms. Also Present: City Administrator Dennis Durham, Interim City Administrator Mark Arentsen, City Clerk Travis Cooke, Finance Director Rachelle Swisher, Police Chief Chad McCluskey, Public Works Director Dalton Jacobus, City Engineer Justin Ernst, and City Attorney Erin Clanton. The Pledge of Allegiance was recited.
  
2. **Approval of the Agenda:** Motion by Harms to approve the agenda. Seconded by Skeries. Motion passed 4-0.
  
3. **Welcome City Administrator Dennis Durham to Windsor Heights:** Mayor Burgess welcomed Dennis Durham as the incoming City Administrator.
  
4. **United Way of Central Iowa Presentation - 21 Day Equity Challenge - Dave Stone & Elisabeth Buck:** Elisabeth Buck and Dave Stone gave a presentation on the 21 Day Equity Challenge. Council came to the consensus to partner with the United Way of Central Iowa on the 21 Day Equity Challenge and to have a formal resolution for consideration at the next council meeting.
  
5. **Public Forum:** Edye Beckerman gave updates on Chamber activities.
  
6. **Consent Agenda:** Motion by Harms to approve the consent agenda items A-E. Seconded by Mike Jones. Motion passed 5-0.
  - A. Approve Minutes of the Regular Council Meeting on August 17, 2020
  - B. Approve Minutes of the Special Council Meeting on August 21, 2020
  - C. Approve Payment of Claims
  - D. Approve Class C Beer Permit - Maria Groceries - 7144 University Avenue
  - E. Approve Liquor License - Kathmandu Restaurant - 7229 Apple Valley
  
7. **Old Business:**
  - A. **Consideration of the Second Reading of Ordinance No. 20-07 - An**

**Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by Amending City Code 174.08 to Further Define Surfaces Allowed for Parking on Private Property and to Add Parking Prohibitions for Vehicles Parked on Private Property for the Purpose of Sale:** Motion by Harms to approve the second reading of Ordinance No. 20-07. Seconded by Mike Jones. Motion passed 5-0.

- B. **Consider Waiving the Third and Final Reading of Ordinance No. 20-07 - An Ordinance Amending the Code of Ordinances for the City of Windsor Heights, Iowa, by Amending City Code 174.08 to Further Define Surfaces Allowed for Parking on Private Property and to Add Parking Prohibitions for Vehicles Parked on Private Property for the Purpose of Sale and Move to Adopt Ordinance No. 20-07:** Motion by Mike Jones to waive the third and final reading of Ordinance No. 20-07 and move to adopt Ordinance No. 20-07. Seconded by Skeries. Motion passed 5-0.

8. **New Business:**

- A. **Consideration of Resolution No. 2020-104 - A Resolution Retiring the Economic Development Grant Program:** Motion by Mike Jones to approve Resolution No. 2020-104. Seconded by Skeries. Motion passed 5-0.

Councilmember Loffredo left the meeting due to technical issues at 6:21 PM.

- B. **Consideration of Resolution 2020-105 - A Resolution Setting Time and Place for a Public Hearing for Ordinance No. 20-08 - An Ordinance Amending Chapter 156.04 of the Windsor Heights Code of Ordinances to Remove Requirements for Rental Property Signage to be Provided Solely by the City, and Setting Size and Placement Limitations on Private Rental Signage:** Motion by Hams to approve Resolution No. 2020-105. Seconded by Skeries. Motion passed 4-0.
- C. **Consideration of Resolution No. 2020-106 - A Resolution Providing Direction on the Engineering Design of the 73rd Street Corridor between University Avenue and Hickman Road:** Motion by Harms to approve Resolution No. 2020-106 with the addition of the following elements: addition of a turn lane at Clive Learning Academy, add improvements for bicycle safety at 73<sup>rd</sup> and University, add sidewalk crossing improvements between College and Washington, and add radar speed signs in both directions. Seconded by Mike Jones. Motion passed 4-0.
- D. **Consideration of Resolution No. 2020-107 - A Resolution Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund:** Motion by Harms to approve Resolution No. 2020-107. Seconded by Mike Jones.

Motion passed 4-0.

- E. **Consideration of Resolution No. 2020-108 - A Resolution Awarding a Contract to OPN Architects to Provide Concepts and Schematic Design of Community Center Flood Wall Improvements in the Amount of \$19,190:** Rick Seely, OPN, City Engineer Justin Ernst, and PWD Jacobus answered questions on the proposal. Council held an extensive discussion on the threat of flooding and potential damage to the CEC. Robert Bishop, 1128 64<sup>th</sup> Street spoke in opposition to the resolution and spoke in favor of purchasing flood insurance. Motion by Mike Jones to approve Resolution No. 2020-108. Seconded by Joseph Jones. Roll call vote: Mike Jones – aye, Joseph Jones- aye, Skeries – nay, and Harms – nay. Motion failed 2-2.
- F. **Consideration of Resolution No. 2020-108A - A Resolution Purchasing Flood Insurance for the CEC in the Amount of an Annual Premium of \$15,183 and a Deductible of \$25,000:** Motion by Harms to approve Resolution No. 2020-108A. Seconded by Mike Jones. Motion passed 4-0.
- G. **Consideration of Resolution No. 2020-109 - A Resolution Approving a Scope and Fee for a Traffic Analysis on 69th Street between Hickman Road and Washington Ave in the Amount of \$5,500:** Motion by Harms to table the resolution to a future meeting date. Seconded by Mike Jones. Motion passed 4-0.
- H. **Consideration of Resolution No. 2020-110 - A Resolution Approving a Request from Absolute Concrete to Work with the City Engineer to Determine Appropriate Stopping Points for Work on 69th Street and College Drive in the Fall of 2020 and the Allowance of Working Days to be Carried into 2021:** Motion by Mike Jones to approve Resolution No. 2020-110. Seconded by Harms. Motion passed 4-0.
- I. **Consideration of Pay Request No. 1 - 2020 PCC Patching Project:** Motion by Mike Jones to approve Pay Request No. 1 – 2020 PCC Patching Project. Seconded by Harms. Motion passed 4-0.
- J. **Consideration of Pay Request No. 5 - College Drive Improvements:** Motion by Harms to approve Pay Request No. 5 – College Drive Improvements. Seconded by Mike Jones. Motion passed 4-0.
- K. **Consideration of Pay Request No. 5 - 2020 Street Improvements Project (Allison and 69th):** Motion by Mike Jones to approve Pay Request No. 5 – 2020 Street Improvements Project. Seconded by Harms. Motion passed 4-0.
- L. **Consideration of Pay Request No. 4 - University Avenue Project:** Motion by Mike Jones to approve Pay Request No. 4 – University Avenue Project. Seconded by Harms. Motion passed 4-0.

9. **Reports:**

- A. Mayor's Report
    - 1. For Informational Purposes Only: Temporary ASI Contract for Debris Removal due to the Derecho: Mayor Burgess reported that 165 semi-loads of tree debris has been removed from the city to date.
  - B. Council Reports and Committee Updates: Updates were given on construction projects, public works committee actions, restarting the public safety committee in the coming weeks, and council member activities
  - C. Interim City Administrator's Report: City is continuing to work on FEMA reimbursements for Derecho. Mark has enjoyed his time with the city and the staff.
10. **Adjourn:** Motion by Mike Jones to adjourn the meeting at 8:20 PM. Seconded by Harms. Motion passed 4-0.



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL  
FROM:  
SUBJECT: Approve Payment of Claims

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. 9-21-20 Claims Report
2. Bankers Trust Vendor Activity

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AFLAC WORLD WIDE HEADQUARTERS	AFLAC DIS-POSTX		801.74	51236	9/18/20
AMERITAS LIFE INS. CORP.	VISION INS		280.00	51234	9/18/20
ANKENY SANITATION	FINAL CLEANUP		11,307.50	51237	9/17/20
ARDICK EQUIP. CO. INC.	SIGN POSTS		197.40	51238	9/17/20
AUREON IT	MANAGED SERVICES		747.00	51239	9/17/20
BANKERS TRUST COMPANY	<i>See Accounts Payable Vendor Activity</i>		3,552.29	51242	9/17/20
BOLTON & MENK	ENGINEERING		69,509.35	51243	9/17/20
BOUND TREE MEDICAL LLC	EMS SCOOP STRETCHER		887.39	51244	9/17/20
BRAUCHT, JUDY	OCTOBER PENSION		1,067.86	51245	9/17/20
BRICK GENTRY PC	AUGUST LEGAL FEES		15,030.00	51246	9/17/20
CENTURY LINK	TELEPHONE		55.90	51247	9/17/20
CHARLES GABUS FORD	A553 REPAIRS		532.40	51248	9/17/20
CITY OF URBANDALE	TRAFFIC SIGNAL IMPROVEMENTS		7,512.00	51249	9/17/20
DES MOINES WATER WORKS	6900 SCHOOL ST		44.09	51250	9/17/20
EIDE BAILLY	AUDIT WORK THROUGH 8/27/20		8,000.00	51251	9/17/20
EVANS, NICK	EDUCATION REIMBURSEMENTS		2,475.00	51252	9/17/20
FEDERAL TAX DEPOSIT	FED/FICA TAX	20,437.43		2538	9/18/20
FEDERAL TAX DEPOSIT	FED/FICA TAX	777.78	21,215.21	2543	9/18/20
FREEDOM TIRE & AUTO CENTER INC	TIRE REPAIR '13 FORD EXPLORER		50.96	51253	9/17/20
GWORKS	BALANCING BANK REC/GEN LEDGER		1,584.00	51254	9/17/20
HAAG STUMP REMOVAL	DERECHO 65&SCHOOL TREE LIMB		400.00	51255	9/17/20
HOTSY CLEANING SYSTEMS	EQUIPMENT REPAIR		184.50	51256	9/17/20
ICMA RETIREMENT TRUST	ICMA		980.17	2536	9/18/20
INTERSTATE ALL BATTERY	BATTERIES		28.16	51257	9/17/20
IOWA DES MOINES SUPPLY	CITY HALL SUPPLIES		133.65	51258	9/17/20
DEPT OF HUMAN SERVICES	GEMT PYMT JULY-OCT 2020		8,228.07	51259	9/17/20
IPERS	PROTECT IPERS	25,790.32		2535	9/18/20
IPERS	PROTECT IPERS	474.85	26,265.17	2541	9/18/20
JACLYN KNUTH	CEC REFUND		757.50	51260	9/17/20
KABEL BUSINESS SERVICES	FLEX CLD BENEFIT		1,725.38	2539	9/18/20
KELTEK INCORPORATED	GRANT FUNDED CAMERA INSTALL		873.86	51261	9/17/20
KOCH OFFICE GROUP	COPIER CONTRACT CHARGE		523.40	51262	9/17/20
LOCAL GOVERNMENT CONSULTING	WEEK OF 8/31 ADMINISTRATOR		6,020.00	51263	9/17/20
MERCY ONE CLIVE PHARMACY	MEDICAL SUPPLIES		139.28	51264	9/17/20
MIDAMERICAN ENERGY	801 73RD ST		25.43	2540	9/17/20
MIRIAM SHOOK	RENTAL SIGN DEPOSIT REFUND		65.00	51265	9/17/20
MUNICIPAL COLLECTIONS-AM	COLLECTIONS		17.50	51266	9/17/20
NATIONWIDE OFFICE CLEANERS	PUBLIC SAFETY OFFICE CLEANING		649.50	51267	9/17/20
NISSEN, ANDREW	AUGUST CELL PHONE		50.00	51268	9/17/20
OMNI BILLING	EMS BILLING		438.40	51269	9/17/20
PREMIER AUTOMOTIVE	'15 INTERCEPTOR REPAIRS		119.65	51270	9/17/20
QUALITY TRAFFIC CONTROL INC	73RD&UNIV FLAGGING FOR PICKUP		361.13	51271	9/17/20
QUEEN OF CLEAN, LLC	CITY HALL SEPTEMBER CLEANING		735.00	51272	9/17/20
RELIASTAR LIFE INS CO	BOWERS/NISSEN		150.00	51273	9/17/20
SELECTIVE INSURANCE CO	FLOOD INSURANCE		15,813.00	51232	9/09/20
SNAP-ON MARK STUCHEL	LONG HANDLE RATCHET		139.25	51274	9/17/20
TATTY BAHAR	CEC REFUND		100.00	51275	9/17/20
THE UPS STORE	POSTAGE		29.05	51276	9/17/20
TREASURER STATE OF IOWA	STATE TAX	7,186.00		2537	9/18/20
TREASURER STATE OF IOWA	STATE TAX	122.00	7,308.00	2542	9/18/20
VAN WALL EQUIPMENT	MOWER WINDOW		611.16	51277	9/17/20
WELLMARK	HEALTH PREMIUM		33,252.94	2534	9/17/20
WEST DES MOINES EMS	CPR CARD PRINT FEE		5.00	51278	9/17/20
WEST SIDE MECHANICS	A553 REPAIRS		1,565.36	51279	9/17/20

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WEX FLEET UNIVERSAL	FUEL		2,325.90	51280	9/17/20
ZACHARY ALLAN REEVE	REFUND OF CASE #20-0023		606.00	51233	9/10/20
ZIEGLER INC.	PS GENERATOR REPAIR		279.80	51281	9/17/20
ZWC CONDOMINIUM ASSOC	PROPERTY TAXES		759.72	51282	9/17/20
Accounts Payable Total			256,516.02		

Payroll Checks

001	GENERAL	52,971.75
110	ROAD USE TAX	6,137.66
610	SEWER	468.44
740	STORM WATER	472.00
Total Paid On: 9/18/20		60,049.85
Total Payroll Paid		60,049.85
Report Total		316,565.87

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	180,069.47
110	ROAD USE TAX	23,098.95
112	EMPLOYEE BENEFITS	27,828.97
113	POLICE PENSION	1,067.86
114	POLICE TRUST	606.00
313	2017/18 Capital Projects	1,271.25
314	UNIVERSITY AVE ST PROJECT	25,713.45
319	2020 STREET PROJECTS	33,855.50
320	2020 PCC PATCHING	665.40
322	73RD STREET PROJECT	6,341.00
610	SEWER	1,199.55
670	LANDFILL/GARBAGE	11,668.63
740	STORM WATER	3,179.84
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	TOTAL FUNDS	316,565.87

**ACCOUNTS PAYABLE VENDOR ACTIVITY**

9/17/2020 THRU 9/17/2020

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
58 BANKERS TRUST COMPANY										
09172020	3526	1	9/17/20		LOCKBOX		001-620-6507	55.00	51242	9/17/20
09172020	3526	2	9/17/20		BADGE HOLDERS		001-620-6507	9.99	51242	9/17/20
09172020	3526	3	9/17/20		POWER CORDS - DERECHO		001-620-6507	68.76	51242	9/17/20
09172020	3534	1	9/17/20		SALES TAX REFUND		001-620-6373	1.20-	51242	9/17/20
09172020	3534	2	9/17/20		ADOBE		001-620-6373	21.19	51242	9/17/20
09172020	3534	3	9/17/20		ADOBE STOCK		001-620-6373	31.79	51242	9/17/20
09172020	3534	4	9/17/20		ZOOM		001-610-6507	29.98	51242	9/17/20
09172020	3534	5	9/17/20		ADOBE CREATIVE CLOUD		001-620-6373	56.17	51242	9/17/20
09172020	3534	6	9/17/20		BUSINESS CARDS		110-210-6507	22.99	51242	9/17/20
09172020	3534	7	9/17/20		CONSTANT CONTACT		001-620-6373	70.00	51242	9/17/20
09172020	5514	1	9/17/20		PD LUNCHEON FOR WOODS		001-110-6499	335.00	51242	9/17/20
09172020	5514	2	9/17/20		COVID MASKS		001-110-6506	91.90	51242	9/17/20
09172020	5514	3	9/17/20		PLAQUE FOR WOODS		001-110-6499	179.96	51242	9/17/20
09172020	5514	4	9/17/20		SANITIZING WIPES		001-110-6506	239.90	51242	9/17/20
09172020	5514	5	9/17/20		FD OFFICE CHAIR		001-150-6721	587.53	51242	9/17/20
09172020	5514	6	9/17/20		PRINTER		001-110-6506	319.99	51242	9/17/20
09172020	5514	7	9/17/20		COVID BAGS FOR SEROLOGY TESTS		001-160-6507	15.82	51242	9/17/20
09172020	5514	8	9/17/20		LICENSE		001-110-6507	25.00	51242	9/17/20
09172020	6462	1	9/17/20		DM REGISTER		001-620-6210	28.00	51242	9/17/20
09172020	6462	2	9/17/20		STORM INTAKE MARKERS		740-865-6507	544.70	51242	9/17/20
09172020	6462	3	9/17/20		KEY CABINET		001-620-6507	46.44	51242	9/17/20
09172020	6462	4	9/17/20		COVID MASKS		001-620-6507	18.87	51242	9/17/20
09172020	6462	5	9/17/20		PRINTER INK		001-620-6506	115.88	51242	9/17/20
09172020	6462	6	9/17/20		CAMERA LENS CAPS		001-620-6373	17.90	51242	9/17/20
09172020	7388	1	9/17/20		COVID N95 MASKS		001-160-6498	286.15	51242	9/17/20
09172020	7388	2	9/17/20		NEKOLA BLS CERT		001-160-6230	28.50	51242	9/17/20
09172020	7940	1	9/17/20		ADOBE ACROPRO		001-620-6373	14.99	51242	9/17/20
09172020	7940	2	9/17/20		COMPUTER MONITOR		001-620-6507	101.78	51242	9/17/20
09172020	7940	3	9/17/20		PRINTER INK		001-620-6506	125.89	51242	9/17/20
09172020	7940	4	9/17/20		OFFICE SUPPLIES		001-620-6507	63.42	51242	9/17/20
								-----		
BANKERS TRUST COMPANY								3552.29		
								-----		
***** REPORT TOTAL *****								3552.29		



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL  
FROM:  
SUBJECT: Approve Financial Reports

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Budget Report
2. Revenue Report

**BUDGET REPORT**  
**CALENDAR 8/2020, FISCAL 2/2021**

**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	2,058,236.00	135,594.12	280,403.41	13.62	1,777,832.59
	EMERGENCY MANAGEMENT TOTAL	9,870.00	.00	6,550.31	66.37	3,319.69
	FIRE TOTAL	413,364.00	23,258.91	45,140.58	10.92	368,223.42
	AMBULANCE TOTAL	502,740.00	34,991.95	72,206.31	14.36	430,533.69
	BUILDING INSPECTIONS TOTAL	50,000.00	2,326.83	6,278.97	12.56	43,721.03
	ANIMAL CONTROL TOTAL	800.00	75.00	75.00	9.38	725.00
	<b>PUBLIC SAFETY TOTAL</b>	<b>3,035,010.00</b>	<b>196,246.81</b>	<b>410,654.58</b>	<b>13.53</b>	<b>2,624,355.42</b>
	ROADS, BRIDGES, SIDEWALKS TOTA	551,381.00	40,509.07	70,076.63	12.71	481,304.37
	STREET LIGHTING TOTAL	67,000.00	3,796.26	11,435.63	17.07	55,564.37
	TRAFIC CONTROL & SAFETY TOTAL	5,500.00	247.33	494.67	8.99	5,005.33
	SNOW REMOVAL TOTAL	275,891.00	6,197.43	18,569.26	6.73	257,321.74
	<b>PUBLIC WORKS TOTAL</b>	<b>899,772.00</b>	<b>50,750.09</b>	<b>100,576.19</b>	<b>11.18</b>	<b>799,195.81</b>
	WATER, AIR, MOSQUITO CONTRO TOTA	.00	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,000.00	.00	.00	.00	3,000.00
	<b>HEALTH &amp; SOCIAL SERVICES TOTA</b>	<b>3,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>3,000.00</b>
	LIBRARY TOTAL	60,000.00	.00	.00	.00	60,000.00
	PARKS TOTAL	270,357.00	21,751.51	30,416.81	11.25	239,940.19
	COMMUNITY CTR/ZOO/MARINA TOTA	3,200.00	1,500.00	1,500.00	46.88	1,700.00
	SPECIAL EVENTS TOTAL	22,500.00	.00	.00	.00	22,500.00
	COMMUNITY CENTER TOTAL	151,494.00	16,043.44	32,581.28	21.51	118,912.72
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>507,551.00</b>	<b>39,294.95</b>	<b>64,498.09</b>	<b>12.71</b>	<b>443,052.91</b>
	COMMUNITY BEAUTIFICATION TOTA	.00	.00	.00	.00	.00
	HOUSING & URBAN RENEWAL TOTAL	107,737.00	.00	2,250.00	2.09	105,487.00
	<b>COMMUNITY &amp; ECONOMIC DEV TOTA</b>	<b>107,737.00</b>	<b>.00</b>	<b>2,250.00</b>	<b>2.09</b>	<b>105,487.00</b>
	MAYOR/COUNCIL TOTAL	51,371.00	3,869.15	10,709.34	20.85	40,661.66
	IT DEPARTMENT TOTAL	45,132.00	2,834.38	5,615.37	12.44	39,516.63
	CLERK/TREASURER/ADM TOTAL	613,299.00	42,099.54	91,976.81	15.00	521,322.19
	ELECTIONS TOTAL	4,000.00	.00	.00	.00	4,000.00
	LEGAL SERVICES/ATTORNEY TOTAL	75,000.00	.00	.00	.00	75,000.00
	OTHER GENERAL GOVERNMENT TOTA	.00	137.28	1,321.21	.00	1,321.21
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>788,802.00</b>	<b>48,940.35</b>	<b>109,622.73</b>	<b>13.90</b>	<b>679,179.27</b>
	ROADS, BRIDGES, SIDEWALKS TOTA	221,920.00	.00	.00	.00	221,920.00
	PARKS TOTAL	.00	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 8/2020, FISCAL 2/2021**

**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	HOUSING & URBAN RENEWAL TOTAL	820,710.00	.00	.00	.00	820,710.00
	DEBT SERVICE TOTAL	1,042,630.00	.00	.00	.00	1,042,630.00
	POLICE TOTAL	65,000.00	.00	25,004.00	38.47	39,996.00
	FIRE TOTAL	5,000.00	.00	.00	.00	5,000.00
	AMBULANCE TOTAL	15,000.00	.00	.00	.00	15,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	14,008,358.00	375,931.01	1,530,881.06	10.93	12,477,476.94
	SNOW REMOVAL TOTAL	.00	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00	.00
	COMMUNITY CENTER TOTAL	.00	.00	.00	.00	.00
	IT DEPARTMENT TOTAL	25,000.00	.00	.00	.00	25,000.00
	CAPITAL PROJECTS TOTAL	.00	25,163.00	25,163.00	.00	25,163.00
	CAPITAL PROJECTS TOTAL	14,118,358.00	401,094.01	1,581,048.06	11.20	12,537,309.94
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	107,450.00	5,863.25	9,207.69	8.57	98,242.31
	LANDFILL/GARBAGE TOTAL	351,586.00	34,728.52	36,715.52	10.44	314,870.48
	STORM WATER TOTAL	274,500.00	5,468.92	16,406.58	5.98	258,093.42
	ENTERPRISE FUNDS TOTAL	733,536.00	46,060.69	62,329.79	8.50	671,206.21
	TRANSFERS IN/OUT TOTAL	3,283,725.00	.00	.00	.00	3,283,725.00
	TRANSFER OUT TOTAL	3,283,725.00	.00	.00	.00	3,283,725.00
	TOTAL EXPENSES	24,520,121.00	782,386.90	2,330,979.44	9.51	22,189,141.56

**REVENUE REPORT**  
**CALENDAR 8/2020, FISCAL 2/2021**

**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	3,413,109.00	31,815.97	129,497.61	3.79	3,283,611.39
	ROAD USE TAX TOTAL	612,000.00	51,426.60	133,137.06	21.75	478,862.94
	EMPLOYEE BENEFITS TOTAL	1,074,446.00	.00	.00	.00	1,074,446.00
	POLICE PENSION TOTAL	13,000.00	.00	.00	.00	13,000.00
	POLICE TRUST TOTAL	10,000.00	8,994.00	11,625.63	116.26	1,625.63-
	POLICE PREFORFEITURE TOTAL	1,140.00	.00	.04	.00	1,139.96
	EMERGENCY FUND TOTAL	.00	.00	.00	.00	.00
	LOCAL OPTION SALES TAX TOTAL	1,028,418.00	65,874.73	138,540.27	13.47	889,877.73
	TAX INCREMENT FINANCING TOTAL	2,252,808.00	.00	.00	.00	2,252,808.00
	URBAN RENEWAL TOTAL	.00	.00	.00	.00	.00
	DEBT SERVICE TOTAL	3,369,818.00	.00	.00	.00	3,369,818.00
	COLBY PARK TOTAL	.00	.00	.00	.00	.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
	2017/18 Capital Projects TOTA	.00	.00	.00	.00	.00

**REVENUE REPORT**  
**CALENDAR 8/2020, FISCAL 2/2021**

**PCT OF FISCAL YTD 16.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	UNIVERSITY AVE ST PROJECT TOTA	8,123,038.00	.00	.00	.00	8,123,038.00
	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
	2020 STREET PROJECTS TOTAL	5,855,320.00	47,458.47	79,128.47	1.35	5,776,191.53
	2020 PCC PATCHING TOTAL	.00	.00	.00	.00	.00
	WAL CREEK STREAM PROJECT TOTA	.00	.00	.00	.00	.00
	73RD STREET PROJECT TOTAL	.00	.00	.00	.00	.00
	CAPITAL EQUIPMENT FUND TOTAL	325,000.00	.00	1,021.00	.31	323,979.00
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	92,350.00	.00	.00	.00	92,350.00
	LANDFILL/GARBAGE TOTAL	360,500.00	28,445.20	57,480.33	15.94	303,019.67
	STORM WATER TOTAL	345,000.00	32,813.52	65,599.17	19.01	279,400.83
	REVOLVING FUND TOTAL	.00	.00	.00	.00	.00
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		26,875,947.00	266,828.49	616,029.58	2.29	26,259,917.42
		=====	=====	=====	=====	=====



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Real Estate Purchase Agreement 63rd and University Property

**GENERAL INFORMATION**

**SUMMARY**

This item was originally approved by Council on 7/20/20. As the transaction between Casey's and the church took longer than anticipated, the closing date had expired. On advice from legal counsel, the Council is being asked to approve the agreement again with a new closing date.

**ATTACHMENTS**

1. Purchase Agreement (City) 09-04-20

## REAL ESTATE PURCHASE AGREEMENT

**CASEY'S MARKETING COMPANY**  
**One Convenience Boulevard S.E.**  
**Ankeny, IA 50021**

***THIS IS A LEGALLY BINDING CONTRACT: IF NOT UNDERSTOOD, SEEK LEGAL ADVICE!***

This Purchase Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, which is the date this Agreement is executed by the last of the parties (the "Effective Date,"), between Casey's Marketing Company ("Buyer"), and City of Windsor Heights ("Seller"), of 1145 66<sup>th</sup> Street, Ste. 1, Windsor Heights, Iowa. Buyer agrees to buy, and Seller agrees to sell, that certain real estate (the "Real Estate") located in or near the Town or City of Windsor Heights, Polk County, Iowa, described on Exhibit "A", the street address or location of which is the southwest corner of University Avenue and 63<sup>rd</sup> Street, and which has a lot size of approximately 178.87 feet by 32.95 feet by 68.78 feet by 204.83 feet by 90.91 feet, exclusive of highway right-of-way, **together with** any easements and appurtenant servient estates, and free from all liens and encumbrances, **subject to** Permitted Exceptions (as defined in this Agreement), **provided** Buyer, on possession, is permitted to use the Real Estate to build and operate a convenience store which sells motor fuel, groceries, and prepared carry-out foods and has a package beer license, in accordance with Buyer's plan for development of the Real Estate. The terms and conditions of the sale are as follows:

1. **Purchase Price.** The purchase price shall be One Hundred Twenty-eight Thousand Six Hundred Seventy-seven Dollars and Fifty Cents (\$128,677.50) (the "Purchase Price"), payable as follows:

- A. The sum of One Thousand Dollars (\$1,000.00) shall be paid as a down payment, which shall be refunded to Buyer in the event this business transaction does not close (the "Earnest Money"). The Earnest Money shall be made payable to the Belin McCormick Trust Account, 666 Walnut Street, Des Moines, Iowa 50309 (the "Title Company").
- B. The entire balance of the Purchase Price remaining after the Earnest Money payment has been made shall be paid in full at Closing, upon delivery of a warranty deed, duly executed and in proper form, conveying full marketable title to the Real Estate.

2. **Closing and Possession.** Provided all contingencies and conditions to which this Agreement is subject have then been satisfied in full, or waived in writing, by Buyer, the parties shall close this transaction on March 19, 2021 (the "Projected Date of Closing"), or on an earlier date agreed to by the parties. In the event all conditions and contingencies have not been satisfied or waived as of the Projected Date of Closing, then, subject to the remaining terms of this Agreement, Buyer may continue to diligently pursue the satisfaction of the conditions and contingencies, and closing shall occur when all conditions and contingencies not waived have been met (the "Closing"). However, if any condition or contingency remains materially unsatisfied as of ninety (90) days after the Projected Date of Closing and has not been waived by Buyer, then, in

that event, either party may terminate this Agreement upon written notice to the other party unless the parties agree in writing to further extend this Agreement. Possession of the Real Estate shall be delivered to Buyer on the actual date of Closing (the "Closing Date"). Any adjustments of rent, insurance, and interest shall be made as of the actual date of Closing. Seller agrees that it will make available to Buyer any payments, fees, disbursements, payoffs, etc. as set forth on Seller's portion of the closing statement.

3. **Real Estate Taxes.** Seller shall pay all real estate taxes assessed against the Real Estate which would be delinquent if not paid on or before the Closing Date, and any unpaid real estate taxes payable in prior years. Unpaid taxes assessed, but not delinquent as of the Closing Date, shall be pro-rated between Seller and Buyer based on the prevailing practice in the state where the Real Estate is located. Any proration of taxes on the Real Estate shall be based upon the taxes for the year currently payable, unless the parties provide otherwise in this Agreement. Buyer shall pay all subsequent real estate taxes.

4. **Special Assessments.** Seller shall pay all special assessments which are a lien on the Real Estate as of the Closing Date. All other special assessments shall be paid by Buyer.

5. **Title Evidence.** Within thirty (30) days of the date of this Agreement, Seller, at its expense, shall obtain an abstract of title to the Real Estate continued through the Effective Date, and deliver it to Buyer for examination. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by, or the death of, Seller or its assignees. The abstract shall show merchantable title in Seller in conformity with this Agreement, applicable state law, and prevailing title standards. Buyer shall have a reasonable time after receipt of the abstract to submit written title objections to Seller. Seller shall have a further reasonable time to correct any title objections or deficiencies which may be found to exist. Any title issues shown in the abstract not objected to by Buyer shall be deemed Permitted Exceptions. If, after making reasonable efforts, Seller is unable to correct the title objections, Buyer shall have the option to either (i) accept the Real Estate subject to the uncorrected title objections, which shall then become Permitted Exceptions; or (ii) declare this Agreement null and void in which case Buyer shall be refunded the Earnest Money promptly upon demand. The abstract shall become the property of Buyer when the Purchase Price is paid in full.

In the event Seller has provided suitable title evidence in compliance with this Paragraph 5, and if this transaction thereafter fails to be consummated due to no fault or failure attributable to Seller, then, in that event, Buyer will reimburse Seller its actual reasonable costs of obtaining the title evidence.

6. **Risk of Loss and Insurance.** All risk of loss shall remain with Seller until possession of the Real Estate is delivered to Buyer.

7. **Fixtures.** All property that integrally belongs to, or is part of, the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall-to-wall carpeting, built-in items, and electrical service cable, outside

television towers and antenna, fencing, gates and landscaping, shall be considered a part of the Real Estate and included in the sale.

8. **Deed and Other Documents.** Upon payment of the Purchase Price, Seller shall convey the Real Estate to Buyer, or its assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances, except as otherwise provided in this Agreement. Buyer and Seller agree that any other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing.

9. **Closing Costs.** The cost of the closing agent will be equally split between the parties, and the remaining closing charges will be prorated pursuant to local real estate customs.

10. **Possession and Condition of the Real Estate.** Unless otherwise agreed to by the parties, Buyer shall be entitled to full and exclusive possession of the Real Estate as of the Closing Date, and the Real Estate shall be delivered to Buyer vacant, free of any tenants or tenancies, and in broom-clean condition.

11. **Contingencies.** The obligations of Buyer under this Agreement are contingent upon full satisfaction of each of the following requirements prior to Closing:

- A. Buyer obtaining evidence satisfactory to Buyer, based on tests and other investigation conducted at Buyer's expense, that the Real Estate (including any structures or improvements) and its groundwater are not contaminated with any hazardous substance or material or pollutant of any kind (including asbestos, gasoline or other fossil fuels), and requires no clean-up or other corrective action under applicable Federal, State, or local environmental laws or regulations, but are free from pollution and environmentally safe for Buyer's intended use of the Real Estate. If contamination is found to be present on the Real Estate, Buyer may, at its option, declare this Agreement null and void.
- B. Buyer obtaining from the appropriate authority or authorities all permits necessary to build and operate a Casey's General Store in accordance with Buyer's plan for development of the Real Estate which sells motor fuel, groceries, packaged beer and prepared carry-out foods ("Permits"). Permits shall include, but not be limited to, (i) a suitable building permit; (ii) permits for more than one suitable access to and from public highways, as needed; (iii) site plan approval (with conditional use approval, if required); (iv) rezoning approval; and, (v) authority or permits, as needed, for waste disposal and utility services. All Permits shall be to the satisfaction of Buyer, including acceptable design, color scheme, and financial acceptability, at Buyer's discretion, and in accordance with Buyer's prototypical convenience stores. Permits shall be deemed obtained when issued to Buyer by the proper authority and the applicable appeal period has fully expired without the filing of an appeal by any other party. Buyer shall have no obligation to appeal the denial of any Permit, and Buyer shall have no obligation to pursue any Permit following a recommendation of disapproval or denial from any governmental authority or entity.

- C. Buyer being assured that the physical conditions of the Real Estate (including soil and groundwater conditions, topography, drainage, influences of adjoining properties and uses, or influences of streams, flood plains or bodies of water) are appropriate for Buyer's intended use of the Real Estate. Further, Buyer's intended use of the Real Estate shall not require excessive grading, fill or earth removal, the need for extraordinary retaining walls, footings or pilings, or the potential for damage to adjoining property or the value of adjoining property.
- D. Buyer obtaining a survey, at Buyer's expense, confirming the boundaries substantially as represented by Seller, without encroachments.
- E. Buyer being assured that an adequate and continuous supply of suitable water and sanitary sewer service is available to the Real Estate at no additional cost to Buyer, except connection charges and normal ongoing fees of the utility company or municipality.
- F. In the event a government agency, as a condition of granting a required permit or approval, requires the dedication or the granting of a portion of the Real Estate for road right-of-way, or other purposes, without paying just compensation to Buyer, then, in that event, the parties agree that the Purchase Price will be reduced in an amount equal to the square foot price of the Real Estate being lost to the government agency or by adding an equal amount of additional adjoining real estate from Seller at no cost.

Unless all of the above-stated contingencies have been satisfied in full, or waived in writing, by Buyer as of Closing, Buyer shall not be required to close this transaction, but shall have the option to terminate this Agreement. The option to terminate may be exercised at any time Buyer determines it is impossible or impracticable to satisfy any of the above-stated contingencies.

12. **Impossibility/Impracticability of Development; Change of Conditions.** If Buyer, in its own judgment, shall determine that, for reasons of impossibility or impracticability, the Real Estate cannot be developed at a reasonable cost into a successful convenience store/gasoline filling station in accordance with Buyer's plan for development or that it has, or will become, futile to attempt to develop the Real Estate as intended because of actual or expected changes in fundamental conditions on which the success of Buyer's proposed convenience store/gasoline filling station is predicated, due to factors beyond the control of Buyer including, but not limited to, the following:

- A. Restrictions, conditions or limitations imposed by, or resulting from, the action, refusal to act, or posturing of a public body, council, board or official, as a result of which access, traffic flow, licensing, signage, or use of the Real Estate or adjacent properties has been, or is expected to be, adversely impacted. The restrictions, conditions or limitations may include, but may not be limited to, proposals to relocate a highway in proximity to the Real Estate; installation of signal lights,

raised medians or traffic blisters; institution of intersection set-backs or frontage roads; rezoning; or, approval of a development plan for adjacent property.

- B. Changes in the local economy due to closure or curtailment of a local employer, financial institution, school, attraction, recreation area, or shopping center; changes in expected traffic counts for any reason, including changes in highways or traffic patterns; the closure of complementary businesses; changes in the competitive environment, including, by way of illustration, the actual or proposed opening of additional convenience stores or retailers of gasoline, pizza or sandwiches in proximity to the Real Estate; or, material changes or improvements in any such existing business.

then Buyer shall have the right at any time prior to Closing to terminate this Agreement.

13. **Assignment.** The parties shall not, prior to Closing, sell, assign, or transfer this Agreement, or any interest in this Agreement or any interest in the Real Estate, without the prior written consent of the other party, except that Buyer may assign its interest in this Agreement and any interest in the Real Estate to an affiliated entity of Buyer.

14. **Remedies of the Parties.**

- A. In the event Buyer shall be in breach or violation of, or shall fail or refuse to perform its obligations under this Agreement, the Earnest Money shall be forwarded by the Title Company to Sellers on demand, which is hereby agreed to be adequate liquidated damages for Buyer's default hereunder, and Sellers shall have no other rights or remedies. The parties acknowledge that the Earnest Money represents a reasonable effort to ascertain the damages to Sellers in the event of a Buyer default, which damages are difficult or impossible to quantify.
- B. In the event Sellers shall be in breach or violation of, or shall fail or refuse to perform their obligations under this Agreement, Buyer shall be entitled to utilize any and all remedies available at law or in equity for breach of this Agreement, including an action for specific performance.

15. **Broker's Commission.** Seller has agreed to pay a commission to Mick Grossman pursuant to a separate agreement. Buyer and Seller each warrant to the other that there are no other claims for brokerage commissions or finder's fees in connection with the sale of the Real Estate or execution of this Purchase Agreement. Buyer and Seller each agree to indemnify, defend and hold the other party harmless from all liabilities arising from claims for all other commissions and finder's fees, including reasonable attorney fees and legal costs incurred. The provisions of this paragraph shall survive Closing.

16. **Binding Effect.** This Agreement shall be binding upon the undersigned, their heirs, legal representatives, successors and assigns, according to the terms hereof.

17. **Time of the Essence.** Time is of the essence in this Agreement.

18. **Construction.** In the construction of this Agreement, use of the singular shall include the plural, use of the plural shall include the singular, and the use of the neuter or any gender identifying words and phrases shall be deemed to include either or both genders, according to context.

19. **Exclusive Agreement.** Buyer and Seller agree that all understandings and agreements between them are merged in this Agreement, which alone fully and completely expresses their agreement, and that this Agreement is entered into after full investigation, neither Buyer nor Seller relying upon any statement or representation not embodied in this Agreement.

20. **Amendments.** This Agreement may not be changed orally, but only by agreement in writing, duly executed by, or on behalf of, the party(ies) against whom enforcement of any waiver, change, modification, consent or discharge is sought.

21. **No Agreement Until Executed.** Irrespective of negotiations between the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute, or be deemed to evidence, a contract, agreement, arrangement, or understanding between the parties unless and until it is executed by all parties to this Agreement.

22. **Adjacent Property.** The obligations of Buyer under this Agreement are contingent upon Buyer's contemporaneous closing on contracts necessary to acquire one or more properties owned by a third-party or parties adjoining the Real Estate.  YES  NO

23. **Additional Provisions.** Any additional provisions to this Agreement are set forth on an attached addendum, and are an integral part of this Agreement.

**An Addendum is Attached:  YES  NO**

*If Seller is unsure of the effect this transaction may have, Seller should seek the advice of an attorney before signing.*

SELLER:  
CITY OF WINDSOR HEIGHTS

By: \_\_\_\_\_ (date)  
Dave Burgess, Mayor

By: \_\_\_\_\_ (date)  
Travis Cooke, City Clerk

BUYER:  
CASEY'S MARKETING COMPANY

By: \_\_\_\_\_ (date)  
Megan Elfers, President

**EXHIBIT "A"**

**Legal Description**

A parcel of land in Lot 1 of Hopkins Place an Official Plat in Section 2, T78N, R25W of the 5<sup>th</sup> P.M., now included in and forming a part of the City of Des Moines, Polk County:

Beginning at the Southwest corner of said Lot 1; thence N00°02'58"W, 90.91 feet along the West line of said Lot 1; thence S87°10'34"E, 57.45 feet; thence S89°31'07"E, 121.42 feet; thence S52°32'41"E, 32.95 feet; thence S00°00'09"E, 68.78 feet to the South line of said Lot 1; thence N89°30'20"W, 204.83 feet along said South line to the Point of Beginning, containing 17,957 square feet.

Legal Description Subject to Refinement. The parties acknowledge that the legal description and approximate dimensions of the Real Estate set forth in this Agreement may contain minor inaccuracies, may not be complete, or may lack definition which can only be provided through a survey. The parties agree that the legal description and dimensions of the Real Estate shall be subject to refinement, correction or completion, based on a plat or plat of survey made after the Effective Date of this Agreement, and/or further investigation of the title, before as well as after Closing of this transaction. This provision shall survive Closing.

**ADDENDUM TO PURCHASE AGREEMENT**

This Addendum, consisting of 1 page, is an integral part of the Purchase Agreement between Casey's Marketing Company, Buyer, and City of Windsor Heights, Seller, dated \_\_\_\_\_, 2020, with respect to the property known as the southwest corner of University Avenue and 63<sup>rd</sup> Street, Windsor Heights, Polk County, Iowa.

**ADDITIONAL PROVISIONS:**

24. **Contingent On the Purchase of Adjacent Properties.** The parties hereby agree that Casey's purchase of the Seller's property is contingent upon the simultaneous purchase of the adjacent properties at 6360 and 6400 University Avenue, 1134, 1140, 1144, 1146 and 1148 63<sup>rd</sup> Street and Parcel Nos. 292.00715.002.000 and 292.00699.006.00 from Windsor Presbyterian Church of the United States of America.

SELLER:  
CITY OF WINDSOR HEIGHTS

By: \_\_\_\_\_ (date)  
Dave Burgess, Mayor

By: \_\_\_\_\_ (date)  
Travis Cooke, City Clerk

BUYER:  
CASEY'S MARKETING COMPANY

By: \_\_\_\_\_ (date)  
Megan Elfers, President

## **AUTHORIZATION TO CONDUCT ENVIRONMENTAL AUDIT**

**TO:** Whom it may concern:

The undersigned, City of Windsor Heights, being the owner of the property (the "Owner") identified on Exhibit "A" to the Purchase Agreement between City of Windsor Heights and Casey's Marketing Company, dated \_\_\_\_\_, 2020, (the "Premises"), authorizes Casey's General Stores, Inc. ("Casey's"), its subsidiaries, employees, agents, consultants and contractors, to conduct, at Casey's expense, a pre-purchase/lease environmental audit of the Premises, which may include, but shall not be limited to, any or all of the following:

1. To enter upon the Premises for the purpose of physically inspecting the land and any improvements to determine (a) whether any improvements contain asbestos, lead, poisons, or other hazardous substances; (b) to ascertain whether the Premises have been subject to any use or uses that may have caused hazardous substances or other contaminants to be kept, used or transported on the Premises; and, (c) to obtain samples from any buildings, improvements, or personal property found on the Premises for purposes of analysis.
2. To review all records of the Owner relative to past uses and ownership of the Premises and any evidence concerning the environmental history of the same, including evidence of previous environmental audits, tests, monitoring, or clean-up or remedial work performed at any time on the Premises.
3. To enter upon the Premises at any time or times, commencing immediately, for the purpose of obtaining samples from the land, including residual materials, and to cause tests of the soil and groundwater to be conducted to determine:
  - a) whether there is contamination from gasoline or other hydrocarbons, hazardous substances, or contaminants of any kind on the Premises;
  - b) whether the Premises have at any time been used as a dump site or landfill or contain waste or other fill material that is hazardous, unlawful, inappropriate to Casey's intended development of the Premises, or requires removal or remediation of any kind; or
  - c) whether the land is safe, stable, well-drained and otherwise suitable for construction and operation of a convenience store with gasoline sale facilities; whether the soil will satisfactorily percolate if a septic system is in use; and, whether there are wells, septic tanks, drainage tiles, structures, cisterns, underground utility lines, or other underground structures on the Premises.

4. To cause tests to be conducted of any and all fuel storage tanks, lines, equipment and related facilities to determine if the same are tight, do not leak, and are functioning properly.

Casey's shall have the right to select the testing agency or firm to conduct any tests, and the laboratory or laboratories to analyze any samples taken. If tests result in the discovery of contamination by gasoline or other hydrocarbons, contaminants or hazardous substances in excess of acceptable levels under applicable Federal or State laws and regulations or local ordinances or rules, then the undersigned Owner will hold Casey's harmless from any responsibility for clean-up, monitoring, remediation, further testing, reporting, or other procedures which may be indicated as necessary or required under the laws, regulations and ordinances.

Any person, firm, agency, laboratory, consultant or expert conducting tests or analyzing test results shall be authorized to provide to Casey's written copies of any and all reports of test findings, including recommendations for correction or remediation, and to discuss with the employees, representatives, consultants and contractors of Casey's any test results and the impressions and opinions of the person, firm, agency or other professional concerning the nature and seriousness of any contamination or other problems indicated, and the probable cost and effectiveness of alternative corrective or remedial procedures. This authorization is given with the understanding that the undersigned Owner will be entitled to a copy of any reports of findings or test results, upon request. All boreholes from drilling operations will be appropriately filled unless requested otherwise by the Owner.

OWNER:  
CITY OF WINDSOR HEIGHTS

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dave Burgess, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Travis Cooke, City Clerk

\_\_\_\_\_  
Telephone Number

Property Address: The SW corner of University Ave. & 63<sup>rd</sup> Street, Windsor Heights, Iowa



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: Consideration of Resolution No. 2020-111- A Resolution Awarding a Contract to OPN Architects to Provide Concepts and Schematic Design of Community Center Flood Wall Improvements in the Amount of \$19,190

**GENERAL INFORMATION**

CEC Floodproofing

**SUMMARY**

The CEC is currently sitting nearly 2 feet below the base flood elevation as indicated on the 2019 FEMA Flood Insurance Rate Maps (FIRMs). The City needs to take action to protect the CEC from flooding. The City Council instructed staff to work with the public works committee to come up with a recommendation for best next steps. The committee has met a few times over the last several months.

One of the recommendations that is coming from the committee is to hire OPN Architects to provide schematic and concept design as well as cost estimation on a perimeter wall flood proofing concept. OPN has also provided a proposal to complete all architectural and structural design of this project. However at this time, the Public Works Committee is just recommending approval of phase 1 of the contract in the amount of \$19,190. This work was not budgeted for during the FY21 budget process so this will cause a budget overrun in the CEC budget for the year. This will need amended for towards the end of the fiscal year. OPN's initial cost estimate for the project is \$382,310 but this is a high level estimate only and subject to change. At this time, it is also unclear how the City would pay for the work to actually be done.

**ATTACHMENTS**

1. Memo to Council re Flood Insurance Impacts of CEC Floodwall
2. Resolution No. 2020-111- A Resolution Awarding Contract for Floodwall Design
3. CEC Floodproofing Estimate
4. CEC Floodproof Concept
5. Windsor Hts Com Cntr - OPN Proposal





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**TO:** Windsor Heights City Council

**CC:** Dennis Durham, City Administrator  
Mayor Dave Burgess

**FROM:** Dalton Jacobus, Public Works Director

**DATE:** 21 September 2020

**SUBJECT:** Flood Insurance Impacts of a Floodwall around the CEC

I've got some answers regarding flood insurance rate impacts on building a flood wall around the CEC. Unfortunately, there will be no impact to our insurance rates if a flood wall is built around the CEC unless the proposed wall is constructed significantly larger than what has been discussed previously. In order to reduce flood insurance rates for non-residential properties by means of site improvements, there are a few criteria that must be met.

1. 3-4 feet of freeboard elevation above the base flood elevation
2. Openings constructed with closure devices that are structural parts of the system
3. Interior drainage plan behind the flood proofing structure
4. Regulatory design requirements

In order to reduce our flood insurance premiums, we'd be looking at a significantly larger project than we'd discussed originally. It is my understanding that the will of the council and the public works committee is not to put such a large structure around the CEC.

44 CFR § 65.10 spells out the requirements for improvements to be classified as structures that would reduce flood insurance premiums:

<https://www.govinfo.gov/content/pkg/CFR-2011-title44-vol1/pdf/CFR-2011-title44-vol1-sec65-10.pdf>

Information about different dry flood proofing structures can also be found here:

[https://www.fema.gov/media-library-data/1541615774329-170190ea05ddb66fcd5f1170a018d41/P-936\\_11-06-18\\_508r.pdf](https://www.fema.gov/media-library-data/1541615774329-170190ea05ddb66fcd5f1170a018d41/P-936_11-06-18_508r.pdf)

**RESOLUTION 2020-111**

**A RESOLUTION AWARDING A CONTRACT TO OPN ARCHITECTS TO PROVIDE CONCEPTS AND SCHEMATIC DESIGN OF COMMUNITY CENTER FLOOD WALL IMPROVEMENTS IN THE AMOUNT OF \$19,190**

**WHEREAS**, the Community Center sits nearly 2 feet below the base flood elevation shown on the 2019 FEMA Flood Insurance Rate Maps (FIRMs), and

**WHEREAS**, the Council directed staff to work with the Public Works Committee to figure out the best path forward to protect this facility, and

**WHEREAS**, the Public Works Committee recommends approving part 1 of the attached contract; and

**WHEREAS**, the deliverable from this contract will be a cost estimate for design and construction and an idea of what the aesthetics of the floodproofing improvements would look like; and

**WHEREAS**, the attached documents show an initial mock up and rendering of what OPN is proposing to flood proof the building; and

**NOW THEREFORE BE IT RESOLVED** that the Council hereby approves part 1 of the attached proposal from OPN architects to put together concepts and schematic design as well as a construction cost estimate to flood proof the Community Center.

PASSED and approved this 21<sup>st</sup> day of September 2020 by the City Council of the City of Windsor Heights, Iowa.

\_\_\_\_\_  
Dave Burgess, Mayor

ATTEST:

\_\_\_\_\_  
Travis Cooke, City Clerk

## Windsor Heights Flood Mitigation - Activities Building

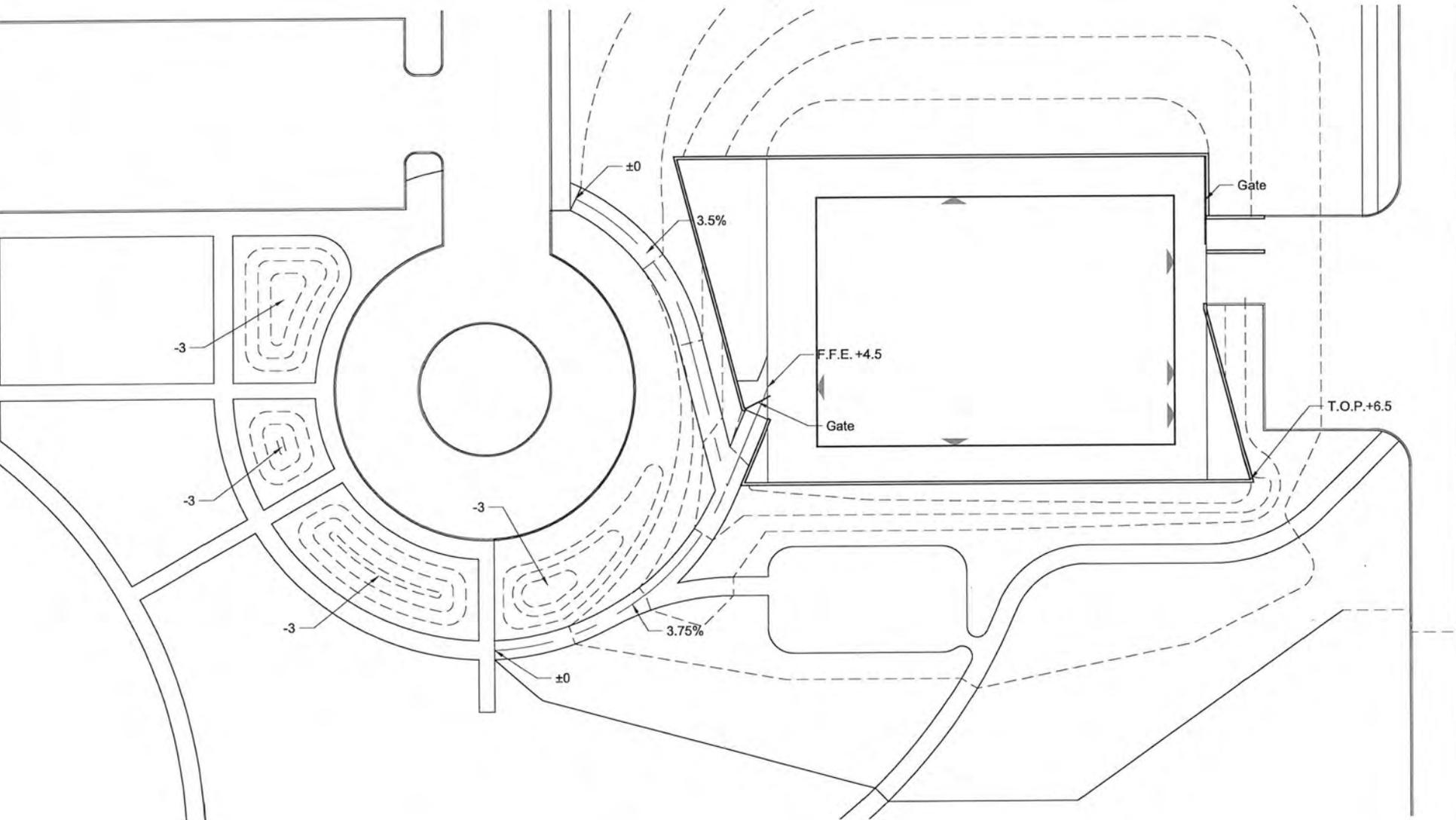


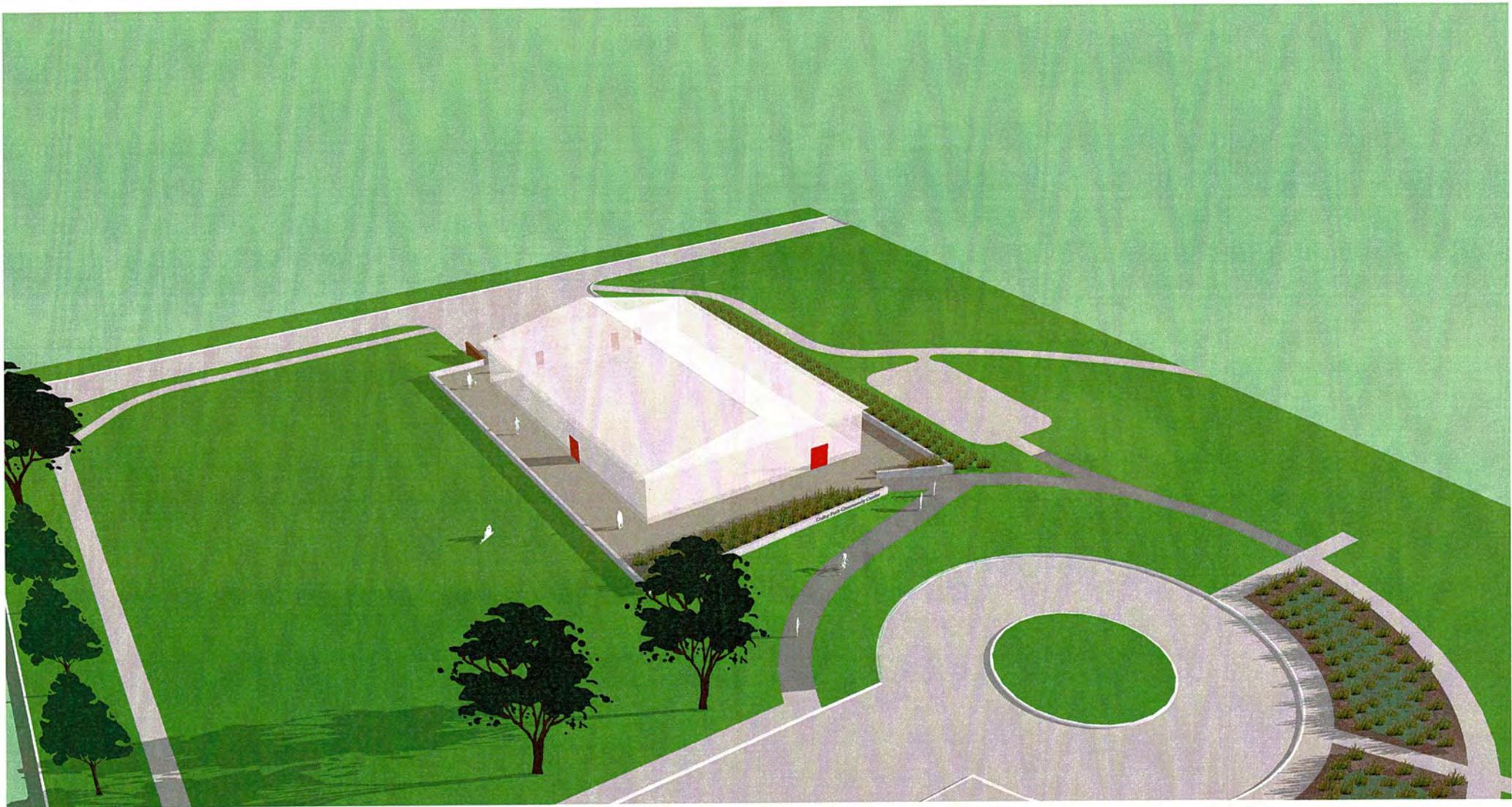
**Concept Estimate**  
**Date: July 28, 2020**  
**Estimator:**  
**Check:**

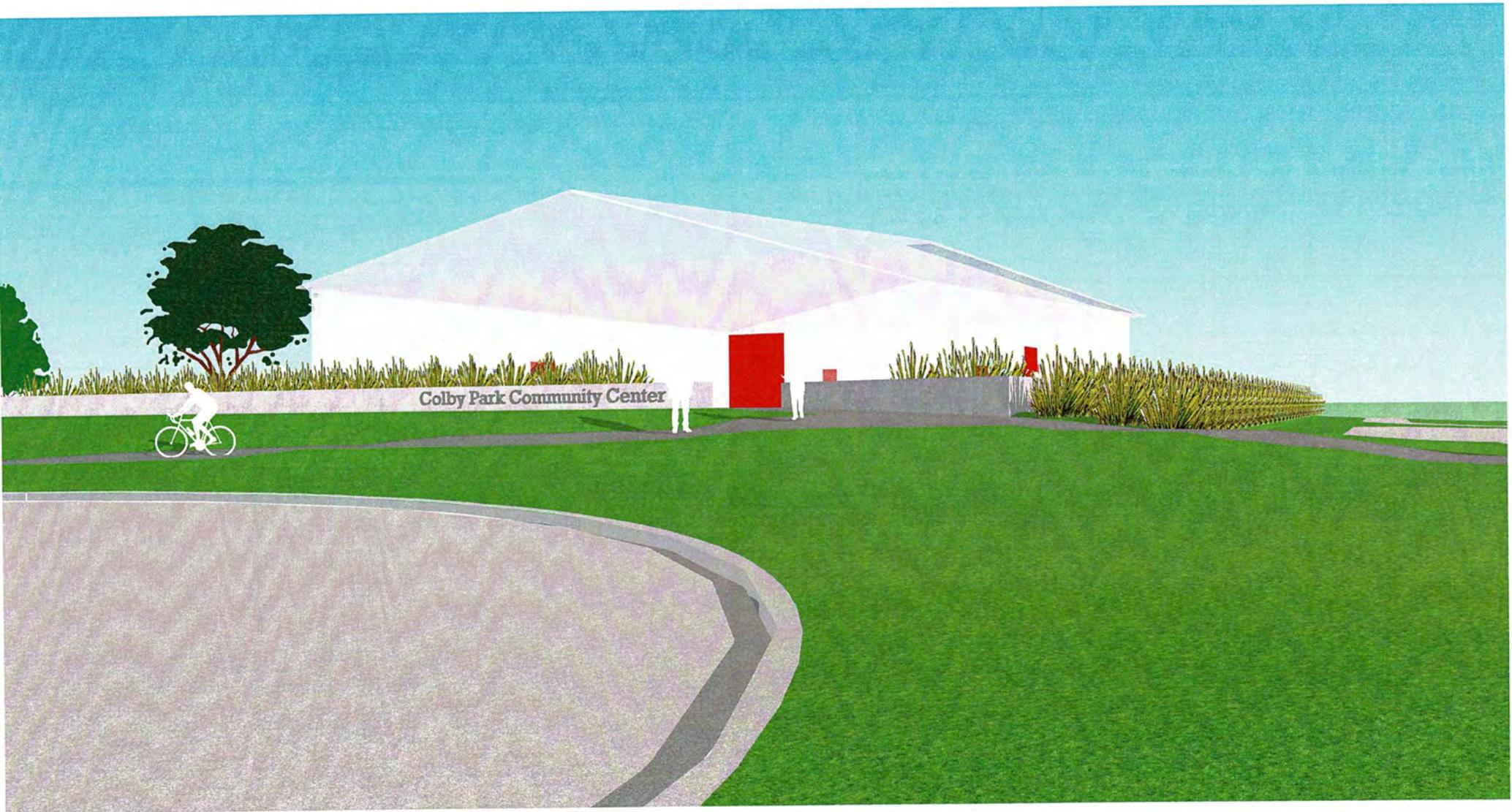


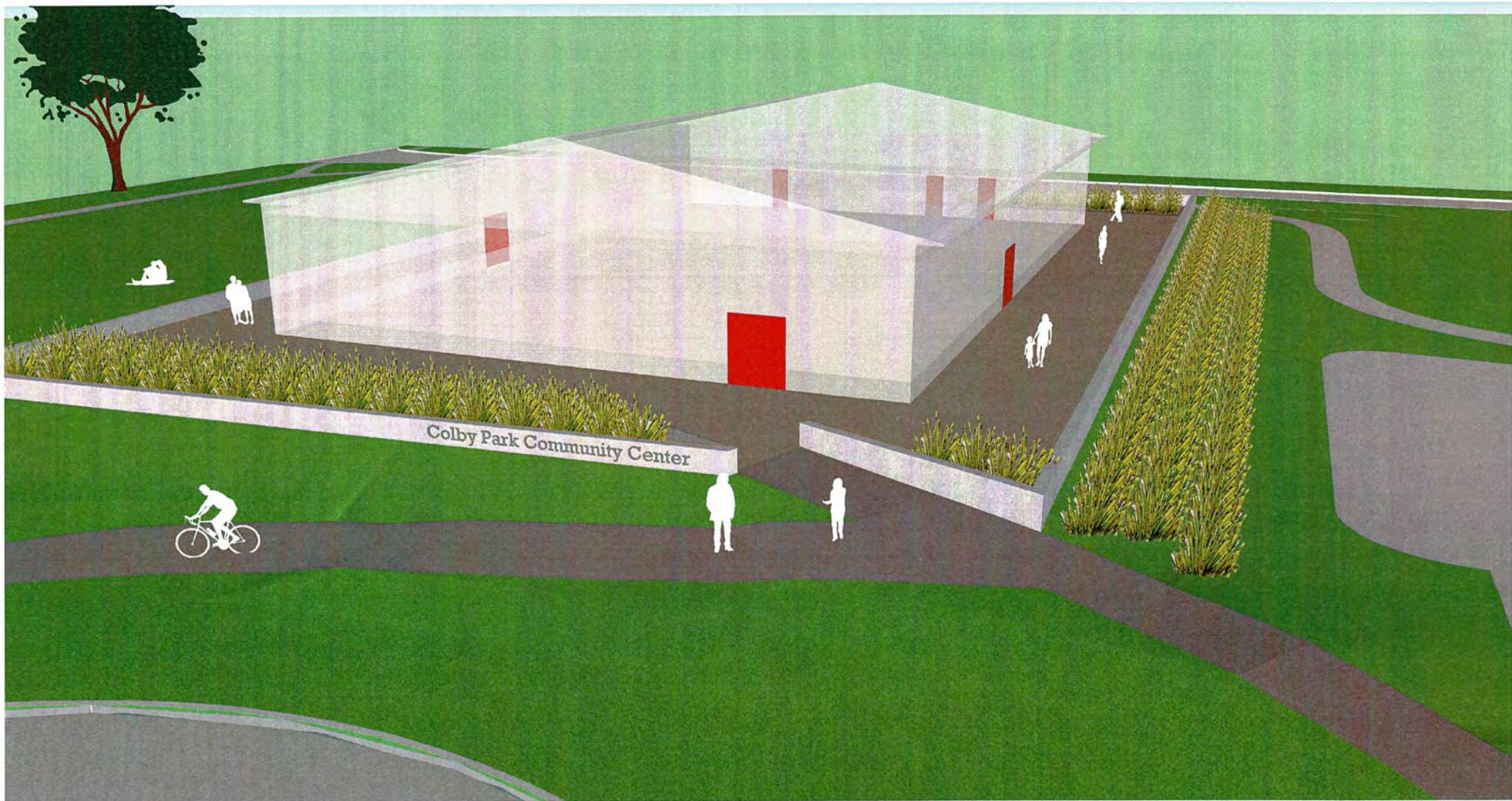
<b>Owner:</b>	City of Windsor Heights
<b>Architect:</b>	
<b>EST</b>	<b>Final-1</b>
<b>1st and 2nd Floor</b>	
<b>3rd and 4th Floor</b>	
<b>Gross SF</b>	

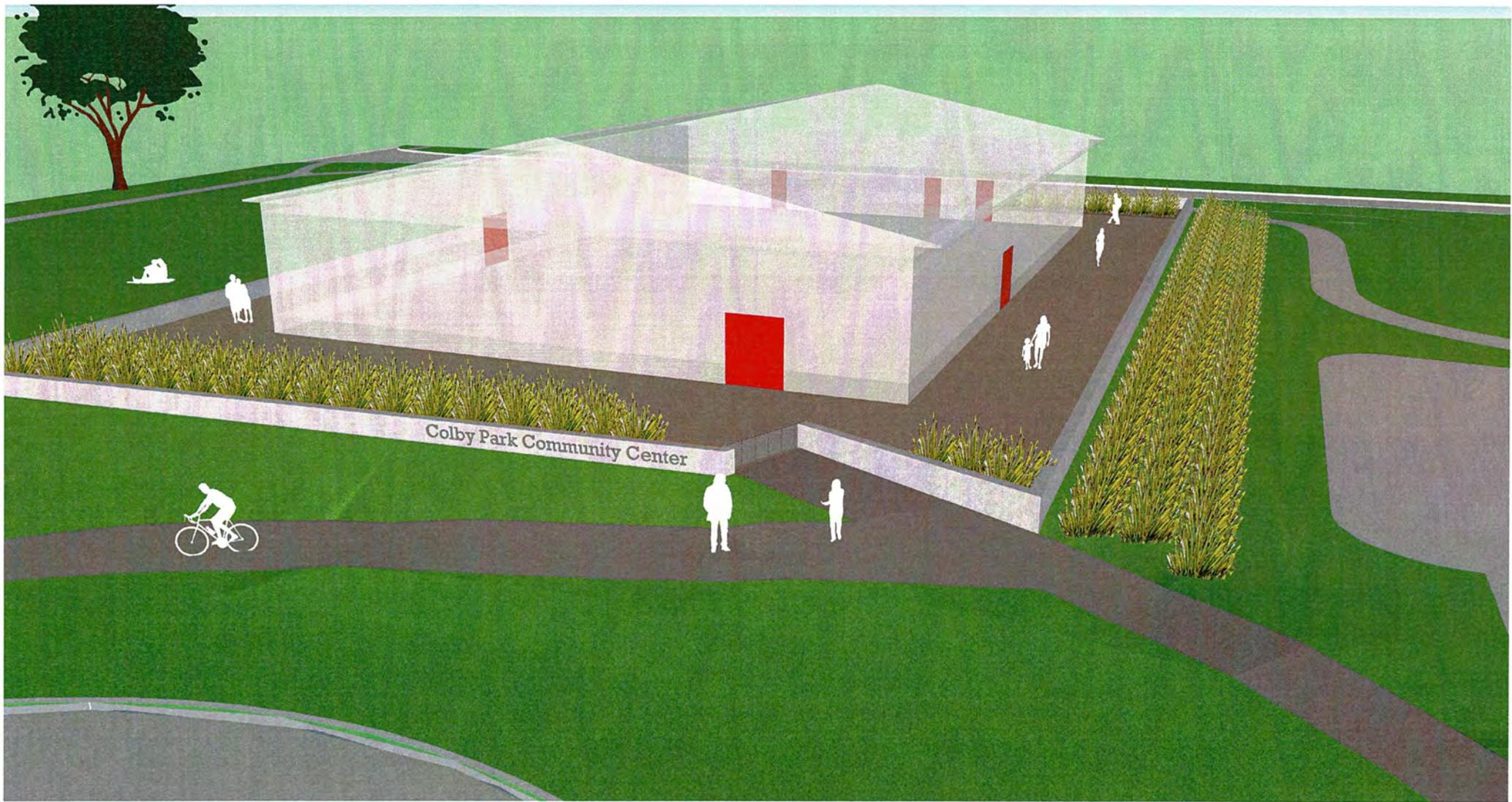
DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	REMARKS
<b>Direct Construction Cost</b>					
<b>Activities Building Flood Mitigation</b>					
Sawcutting	370	LF	\$ 15.00	\$ 5,550	
Paving Demo	4610	SF	\$ 4.00	\$ 18,440	
Plant Removal / Grading	1	LS	\$ 20,000.00	\$ 20,000	
Erosion Control	1	LS	\$ 5,000.00	\$ 5,000	
Excavation for Footings/Walls	578	CY	\$ 15.00	\$ 8,667	
Footings	58	CY	\$ 550.00	\$ 31,778	
Walls	116	CY	\$ 600.00	\$ 69,333	
Backfill	433	CY	\$ 25.00	\$ 10,833	
Sidewalks	3540	SF	\$ 6.00	\$ 21,240	
Drain Tile at Rain Gardens	1	LS	\$ 5,000.00	\$ 5,000	
Large Gate	1	LS	\$ 10,000.00	\$ 10,000	
Small Gate	1	LS	\$ 2,500.00	\$ 2,500	
Sod	11600	SF	\$ 0.58	\$ 6,728	
Plantings	1	LS	\$ 35,000.00	\$ 35,000	
Planting and Rain Garden Soil	1	LS	\$ 10,000.00	\$ 10,000	
Building Signage	1	LS	\$ 5,000.00	\$ 5,000	
<b>Activities Building Flood Mitigation Total</b>				<b>\$ 265,069</b>	
<b>Construction (Direct) Cost Total</b>				<b>\$ 265,069</b>	
<b>Indirect Construction Cost</b>					
General Conditions	15.0	%	\$ 265,069	\$ 39,760	
Contractor Fee	5.0	%	\$ 321,476	\$ 16,074	
Design Fees				Not Incuded	
Site Survey	1.0	LS	\$ 5,000	\$ 5,000	
Design Contingency	15.0	%	\$ 265,069	\$ 39,760	
Construction Contingency	5.0	%	\$ 265,069	\$ 13,253	
General Liability Insurance	1.00	%	\$ 265,069	\$ 2,651	
Builders Risk	0.28	%	\$ 265,069	\$ 742	
<b>Indirect Construction Cost Total</b>				<b>\$ 117,241</b>	
<b>TOTAL PROJECT COST</b>				<b>\$ 382,310</b>	

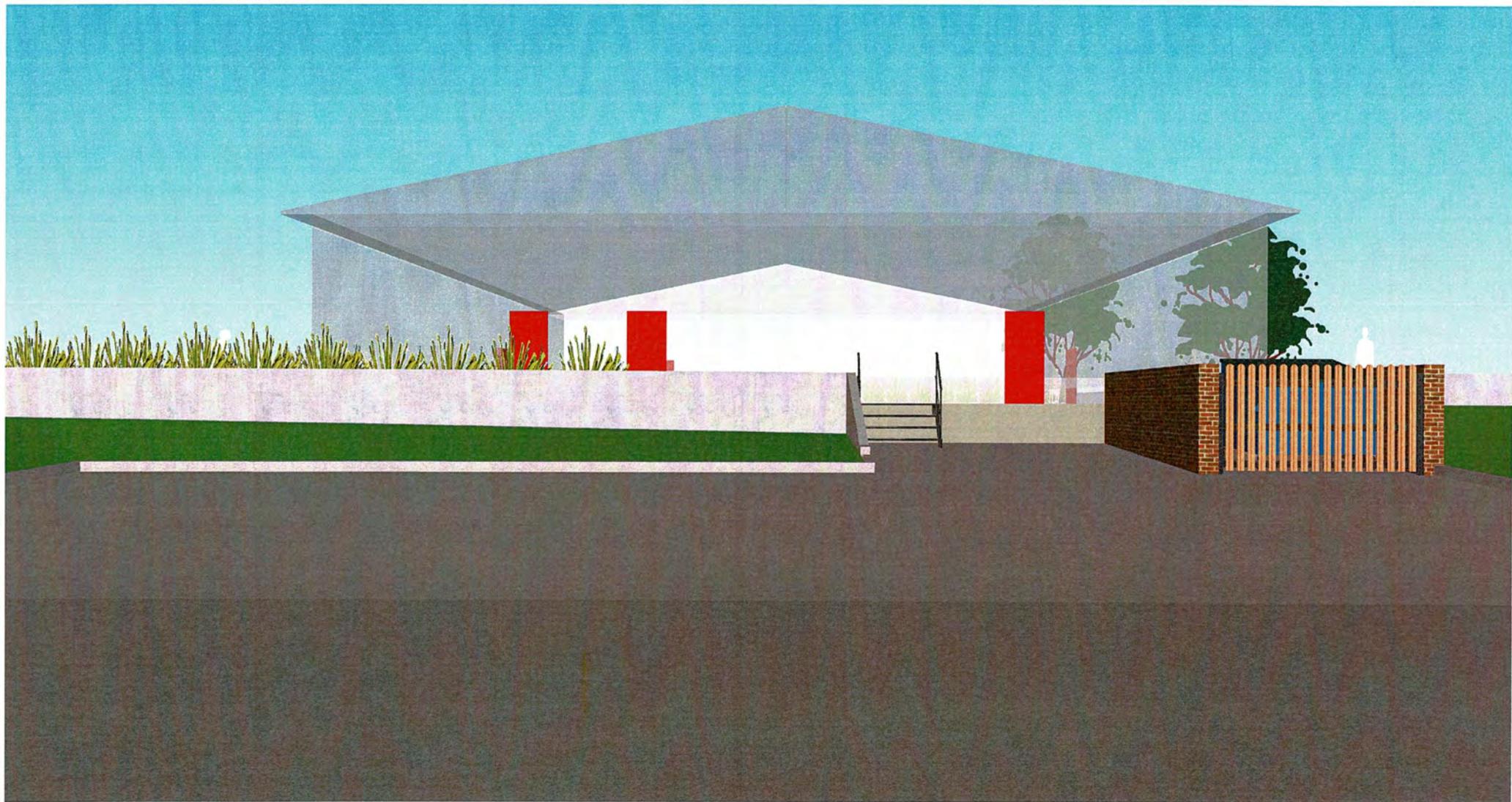


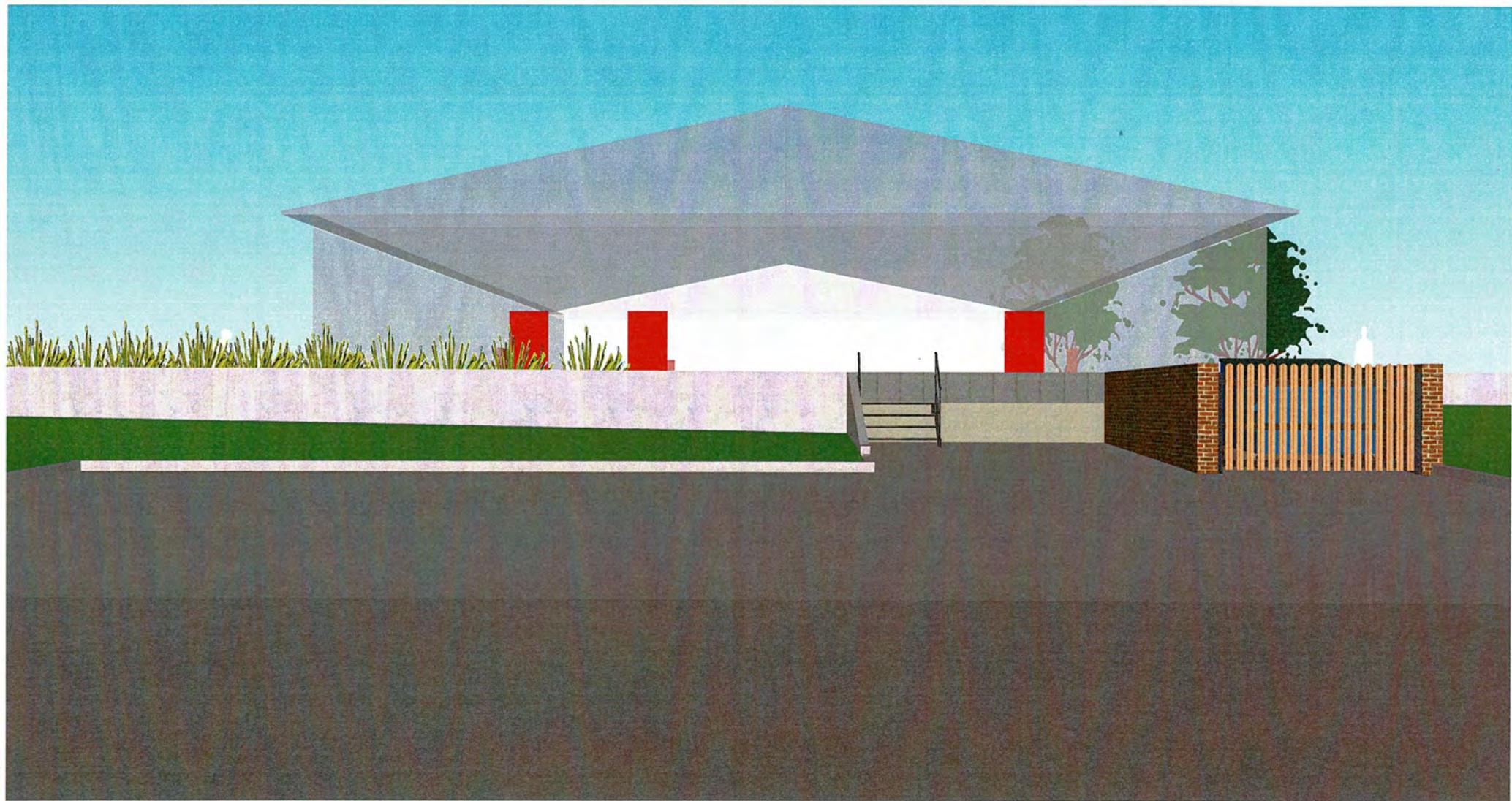


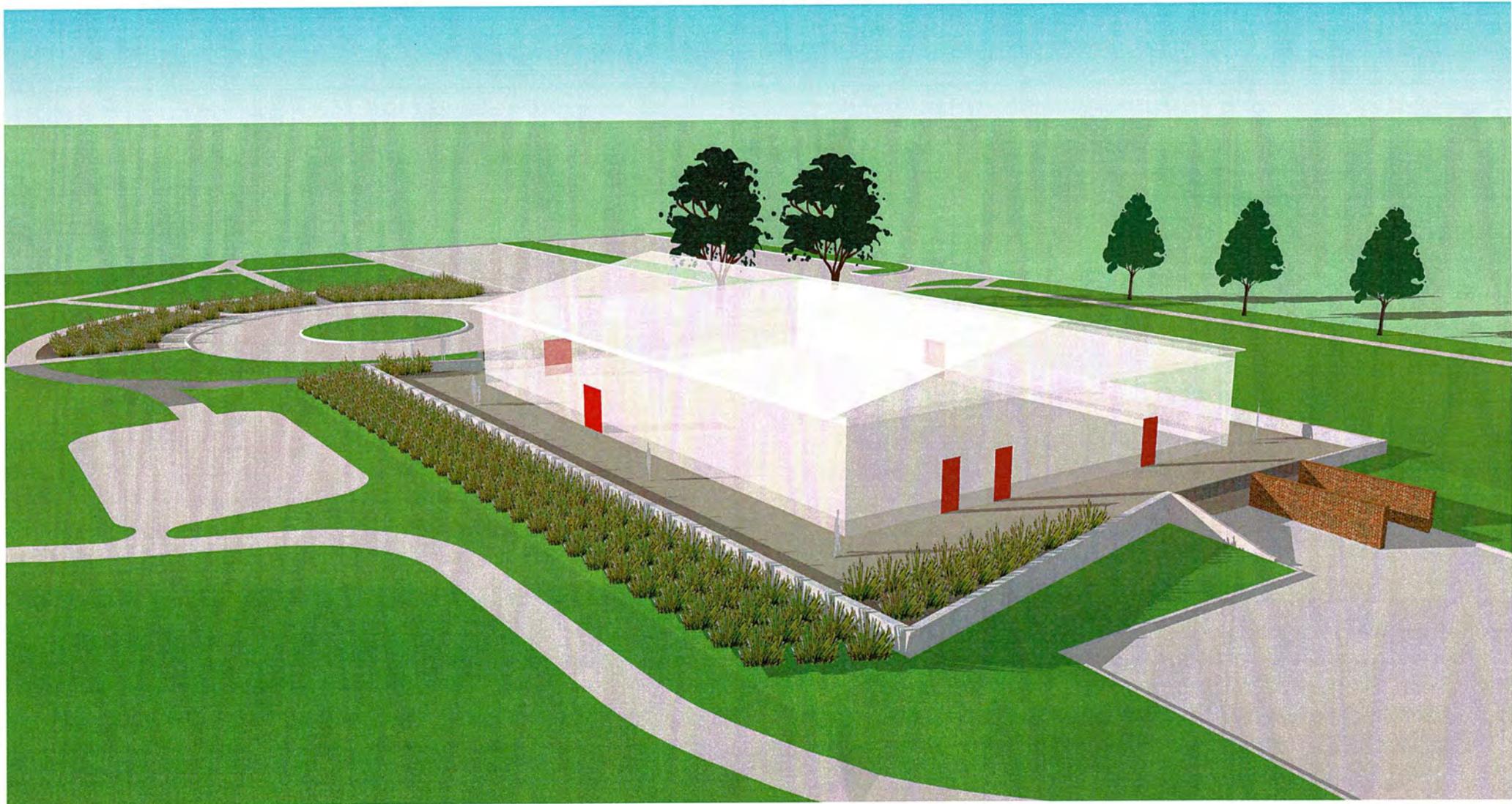














**Cedar Rapids**

200 Fifth Avenue SE Ste. 201  
Cedar Rapids, Iowa 52401  
(319) 363-6018

**Des Moines**

100 Court Avenue Ste. 100  
Des Moines, Iowa 50309  
(515) 309-0722

**Iowa City**

24 ½ S. Clinton Street  
Iowa City, Iowa 52240  
(319) 363-6018

**Madison**

301 N. Broom Street Ste. 100  
Madison, Wisconsin 53703  
(608) 819-0260

[opnarchitects.com](http://opnarchitects.com)

August 14, 2020

Mr. Dalton Jacobus  
Public Works Director  
City of Windsor Heights  
1145 66th St Suite 1 Windsor Heights, IA 50324

RE: Flood Mitigation Improvements for Windsor Heights Community Center  
Professional Services Proposal - OPN Architects

Dalton:

OPN Architects is pleased to provide this summary of professional design services for the study and implementation of flood mitigation improvements for the Community Center in Colby Park. We appreciate the invitation to learn more of your project and the challenges for the park and building. I'm certain we can assist.

We offer the following description of our services to address this work for your consideration. This based on a preliminary concept provided to you on July 31<sup>st</sup>.

**Project criteria**

Based upon a site walk and a general understanding of the revised flood maps the building finish floor is estimated to be 20-24 inches below the new 100-year flood elevation. A preliminary concept was prepared for discussion by OPN Architects and Genus Landscape Architects. This concept is a starting point for the scope of work and will undoubtedly change with more detailed study.

Location: Colby Park, Windsor Heights, Iowa.

Project's physical characteristics: Approximate date of construction 2010. Brick masonry and wood construction. Surrounded by robust landscaping, walks and loading dock.

Building Program & Scope: Community events and multipurpose rooms with catering kitchens. These functions are not anticipated to change.

Project Delivery Method: TBD

Owners Estimated Construction Budget: To be determined. Preliminary estimate of construction cost for concept to date is \$380,000 to \$400,000 excluding design fees and other soft costs.

**Project Schedule**

OPN will meet a mutually agreed upon schedule for the delivery of documents. Project schedule to be determined.



### **Project Team**

OPN Architects, Inc. includes the following consultant team within our Scope of Work:

Architect	OPN Architects, Inc.
Structural Engineer	Raker Rhoades Engineering
Civil Engineer - survey	Bolton & Menk, Inc.
Landscape Architect	Genus Landscape Architecture
Cost Estimator	DCI Group
MEPT Engineer	Services not anticipated to be necessary
Civil Engineering beyond survey	Services not anticipated to be necessary

### **Scope of Services**

This proposal includes full design services, including field investigation, architectural services, landscape architecture, and supplemental engineering services. The Scope of Work is based on initial concepts for a surrounding flood wall, berm, and flood gates.

Basic Design Service phases include Field Investigation, Schematic Design concepts, Design Development, Construction Documents, Bid / Procurement, and Construction Administration. Additional Design Services unique to your project include a civil survey, landscape architecture and cost estimation.

To assist with the development of the project we suggest a two-part approach for design services.

#### Part 1 – Concepts and Schematic Design

Part 1 will include time to further investigate the potential flood conditions and prepare additional concepts to determine a desired Scope of Work and a preliminary estimate of construction cost.

1. Field investigation
  - a. Additional investigation into flood maps and flood mitigation structures to determine elevation necessary for these structures
  - b. Site survey will be prepared to accurately document existing conditions.
2. Preliminary flood mitigation concepts will be prepared for consideration
  - a. Review of concept to date and desired revisions.
  - b. Further development of concept and alternatives to a schematic phase of development.
  - c. Preparation of a schematic design estimate of probable construction cost.
  - d. Exterior 3-D concept images to illustrate the scope and scale of the modifications to the existing facility. (1) standard resolution 3-D model prepared to capture multiple views.

Deliverables: Renderings for Public Meeting / Presentations and a Cost Estimate.



Part 2 – Further Design Development and services thru Construction

Part 2 will include the typical design and construction administration services to bring the project to completion.

1. Design Development Phase
  - a. Additional design time to refine details of design and the scope of the work.
  - b. Update Cost estimate.
  - c. At the conclusion of this phase all design is complete and preparation of plans and specifications for bid may be prepared if approved.
2. Construction Documents
  - a. Preparation of Construction Documents including plans and specifications for bid.
  - b. Final estimate of probable cost.
3. Bid Phase
  - a. Assistance to prepare, release project for bid and evaluate bids received.
  - b. Answer questions during bid period and prepare Addendum, as necessary.
4. Construction Administration
  - a. Review of shop drawings
  - b. Respond to all Requests for Information – RFIs
  - c. Prepare supplemental drawings if necessary.
  - d. Review pay applications
  - e. Attend construction meetings and prepare field reports of observations
  - f. Project close out.

Deliverables: Construction Documents including plans and specifications for bid.

**Compensation**

The **Part 1** professional fee for developing the scope of services outlined in this proposal will be a lump sum fixed fee of **Nineteen Hundred One Hundred and Ninety Dollars (\$19,190.00)** plus additional services or reimbursable expenses if necessary. This fee is summarized below.

Design Fee Breakdown per Discipline:

<u>Part 1 Basic Services:</u>	
Architectural services - OPN Architects	\$ 5,000
Structural engineering services - Raker Rhodes	\$ 600
Basic services:	\$ 5,600
Additional Services:	
Civil Survey – Bolton & Menk	\$ 4,690
Landscape Architecture	\$ 7,400
Cost Estimation	\$ 1,500
Additional Services:	\$ 13,590
<hr/>	
<b>Part 1 - Professional Fees</b>	<b>\$ 19,190</b>



<u>Part 2 Basic Services:</u>	
Architectural services - OPN Architects	\$ 19,200
<u>Structural engineering services - Raker Rhodes</u>	<u>\$ 3,400</u>
Basic services:	\$ 22,600
Additional Services:	
Landscape Architecture / Sitework	\$ 21,850
<u>Cost Estimation</u>	<u>\$ 2,000</u>
Additional Services:	\$ 23,850
<hr/>	
<b>Part 2 - Professional Fees</b>	<b>\$ 46,450</b>
<b>Total Professional Fees for Part 1 and Part 2</b>	<b>\$ 65,640</b>

This fee will cover services and activities required to accomplish the scope of work within six months for design phases. Construction is anticipated to be completed in 6-8 months. Should the project timeframe extend beyond this, as a result of conditions not under the control of OPN, fees may be adjusted to align with the extended effort.

The project will be invoiced monthly as a percentage of work completed and commensurate with the work plan schedule. Any services if required beyond those described within the Agreement will be reviewed with the client to understand impact to scope of work or related fees.

Refer to attachment for standard hourly rates.

**Reimbursable Expenses**

Reimbursable expenses are in addition to the above fee and will be invoiced at 1.1 times actual cost. Reimbursable expenses include: authorized out-of-town travel, courier services, express mail, plan review fees, reproduction of project documents, photography, out-of-house digital processing, physical models, meals and mileage at the government standard rate.

<b>Estimated Reimbursable Expenses</b>	<b>\$ 3,000</b>
--	-----------------

**Assumptions**

- No work on or in the building is anticipated. All improvements are assumed on site.
- Construction is anticipated to be conducted within 6-8 months. 8 construction observation visits have been included.
- No work to the existing utility services to the building are deemed necessary. No civil engineering is included.
- No mechanical, electrical, plumbing, telecommunications, or security design appears necessary, at this time. Should these services be needed OPN will work with you to identify the appropriate engineers to provide these services.
- No improvements are in 'floodway' and therefore special permitting and approval with IA DNR and ACOE may be completed by city without additional assistance from design/engineering team.



**Exclusions and Additional Services – Available Upon Request**

Improvements in or on the community center building.  
MEPTS Engineering  
Civil Engineering for utilities or storm water improvements  
Coordination and Permitting with IA DNR or Corps of Engineers, if required.  
Geotechnical Services  
Extensive Site Review and Permitting Process  
Programming / Needs Assessment  
FFE Design/Selection and Procurement Services  
LEED Design Services  
Signage / Donor Recognition Design  
Printing Costs for Bid Documents  
Extensive Site Review and Permitting Process  
Permitting Costs  
Record Drawings

**Contract Agreement**

This Letter of Proposal is intended to document the primary issues concerning our Agreement Between Owner and Architect. Once details of this proposal are confirmed, we will provide you with the AIA B101 – 2017, Standard Form of Agreement Between the Owner and Architect. Should you desire a different form of agreement the Architect will assist in the preparation of the agreement at our standard hourly rates.

It has been my pleasure to learn more of your needs at the Community Center and I'm certain we can assist you should you decide to move forward on these next steps. Please review this proposal and let me know if you have any questions.

Thank you.

A handwritten signature in black ink, appearing to read 'Rick Seely'.

Rick Seely AIA  
OPN Architects, Principal



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: Consideration of Resolution No. 2020 - 112 - A Resolution Approving a Scope and Fee for a Traffic Analysis on 69th Street between Hickman Road and Washington Ave in the Amount of \$5,500

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Resolution No. 2020-112 - 69th Street Traffic Study
2. 2020 08 23 69th St Speed Study Data Final Letter
3. PSA-shortform-Windsor Heights Traffic Study

**RESOLUTION NO. 2020-112**  
**A RESOLUTION APPROVING A SCOPE AND FEE FOR A TRAFFIC ANALYSIS ON 69<sup>TH</sup>**  
**STREET BETWEEN HICKMAN ROAD AND WASHINGTON AVE IN THE AMOUNT OF \$5,500**

**WHEREAS**, residents on 69<sup>th</sup> Street between Hickman Road and Washington Ave are concerned about speeding, and

**WHEREAS**, staff and Mr. Loffredo met with these residents on 8/24/2020, and

**WHEREAS**, as a result of that meeting, staff requested BMI to provide a scope of services agreement to conduct a traffic analysis on this stretch of road; and

**WHEREAS**, the total not to exceed price of the traffic analysis would be \$5,500 but the City may choose to select whichever of the tasks to analyze or not analyze independently; and

**WHEREAS**, staff wishes to ensure that this is the will of the council because of the price of the analysis; and

**NOW THEREFORE BE IT RESOLVED** that the Council hereby approves the professional services agreement from Bolton and Menk to conduct the tasks outlined in the scope of services to conduct a traffic analysis on 69<sup>th</sup> Street between Hickman Road and Washington Ave in the amount not to exceed \$5,500.

PASSED and approved this 21<sup>st</sup> day of September 2020 by the City Council of the City of Windsor Heights, Iowa.

\_\_\_\_\_  
Dave Burgess, Mayor

ATTEST:

\_\_\_\_\_  
Travis Cooke, City Clerk

# Windsor Heights Police Department

Chad McCluskey, Public Safety Director / Chief of Police

Derek Meyer, Captain – Support Services

Rob Pearson, Lieutenant – Patrol Division

*Protection • Service • Education • Enforcement*



August 24, 2020

## **69<sup>th</sup> Street Speed Survey Data – August 13 – August 20, 2020**

### **Background:**

On August 12, 2020, the Windsor Heights Police Department placed a mobile radar sign on 69<sup>th</sup> Street in the area of Northwest Drive following concerns from residents related to speed violations in the area. It should be noted, when the sign was placed, 70<sup>th</sup> Street south of Hickman was closed due to construction and a detour was setup leading traffic south on 69<sup>th</sup> from Hickman. On Friday, August 14, 2020, 70<sup>th</sup> Street was re-opened and a significant decline in traffic along 69<sup>th</sup> Street was realized as a result.

In addition to the mobile radar sign placement, officers with the Windsor Heights Police Department added this area to a targeted patrol area to assist with resolution of the concerns.

The Windsor Heights Police Department radar sign is a battery powered device which is moved from neighborhood to neighborhood to in response to community concerns. The device logs the total number of vehicles it tracks, the device logs the “peak speed” or highest speed of each vehicle, as well as tracks various data points useful in speed surveys.

### **Speed Survey Data Results:**

Since the radar sign was placed on August 12<sup>th</sup>, mid-day, we do not count statistics for August 12<sup>th</sup> in our numbers, nor do we count August 21<sup>st</sup> as the sign was moved mid-day. The results of the data provided by the radar sign indicated the following:

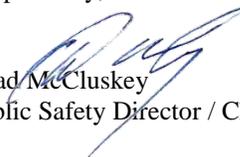
Total Vehicle Count: 3815  
Total Violations: 417\* (\*Any vehicle traveling over 25 mph)  
Percentage of Violations: 11%\* (\*Includes any vehicle traveling over 25 mph)

\* For speed enforcement, officers do not typically stop or cite drivers traveling less than 5-miles per hour over the speed limit.

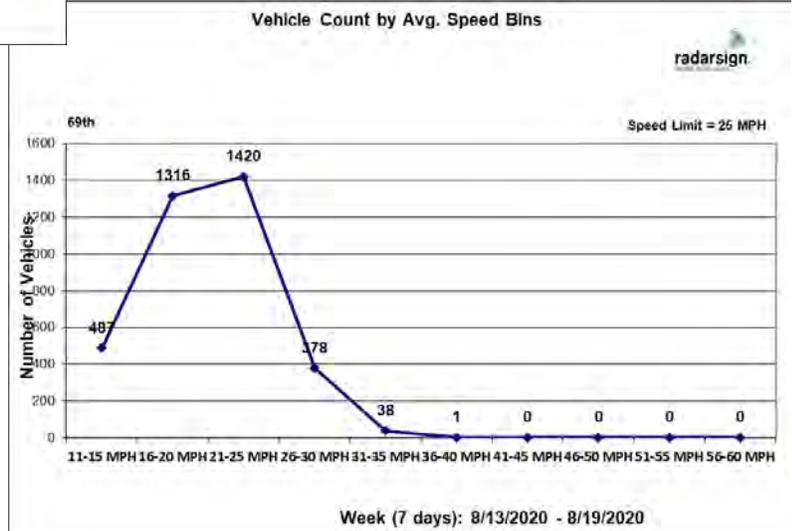
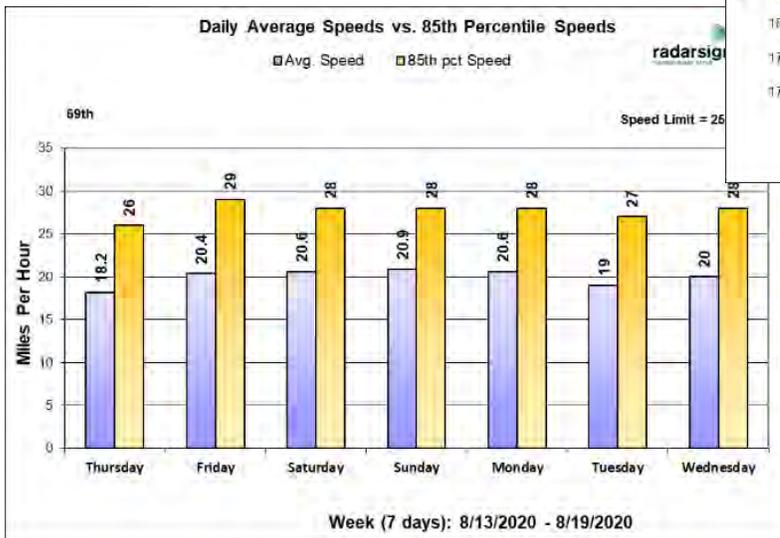
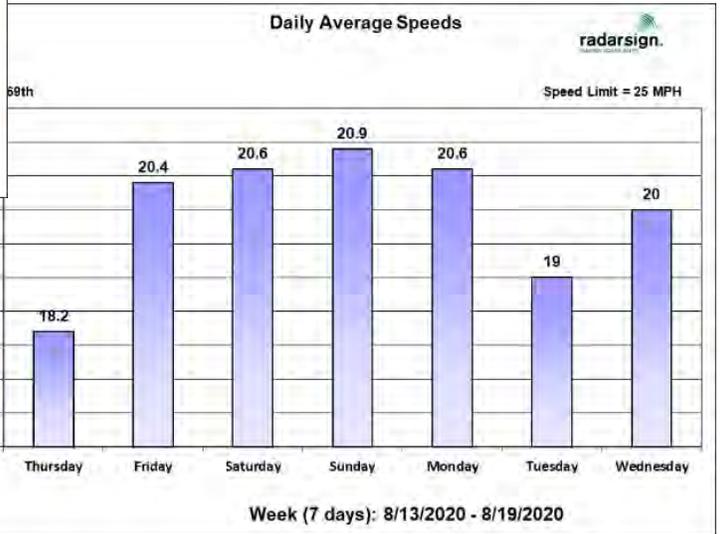
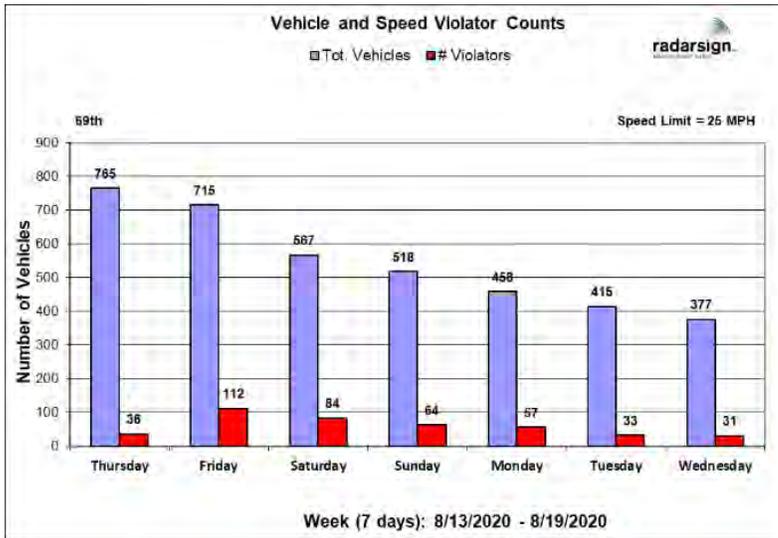
7-Day Average Speed: 19.96 mph  
7-Day 85<sup>th</sup> Percentile Speed: 27.71 mph  
Vehicles over 30 mph: 0.012%

Based on the data collected from the mobile radar sign, the fact that just over 1% of vehicles are traveling in excess of 5-mph over the posted speed limit, and the fact the 7-day average and 7-day 85<sup>th</sup> percentile speeds are less than 5-mph over the post speed limit, the Windsor Heights Police Department does not see a situation warranting additional traffic control devices in the area.

Respectfully,

  
Chad McCluskey  
Public Safety Director / Chief of Police and Fire Services

Page 1 of 2



# PROFESSIONAL SERVICES AGREEMENT

by and between  
**BOLTON & MENK, INC.**  
**309 E 5<sup>th</sup> Street, Ste 202**  
**Des Moines, IA 50309**  
**Ph. (515) 259-9190 Fax (515) 233-4430**  
 (hereinafter referred to as BMI)  
 and

Date of Agreement:
Agreement Number:  (BMI Project Number)
Project Location: Windsor Heights, IA

Client	
Name: <u>City of Windsor Heights</u> Address: <u>1145 66<sup>th</sup> Street</u>  Address: <u>Suite 1</u> City: <u>Windsor Heights</u> State <u>Iowa</u> Zip <u>50324</u> <small>(hereinafter referred to as Client)</small>	Phone No.: 515-279-3662  Fax No.: 515-279-3664

<input type="checkbox"/> <b>Agent or Person Ordering Services and/or</b> <input type="checkbox"/> <b>Billing Address (if different)</b>	
Agent or Person Ordering Services: <u>Mark Arentsen, Interim City Administrator</u> Address: _____  City: _____ State _____ Zip _____	Phone No.: _____  Fax No.: _____

Fee Arrangement
Hourly, Not-to-Exceed  Traffic Study: \$5,500  as per the 2020 Bolton & Menk rate schedule

Scope/Intent and Extent of Services
See attached scope of services (Exhibit 1) for the Traffic Analysis

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

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.

Accepted by:

\_\_\_\_\_  
 Rob Haaland, Transportation Project Engineer  
 \_\_\_\_\_  
 signature and date

\_\_\_\_\_  
 print name/title  
 \_\_\_\_\_  
 signature and date

**Initials required on the reverse side of this form**



**BOLTON  
& MENK**

Real People. Real Solutions.

309 E 5th Street  
Suite 202  
Des Moines, IA 50309-1981

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

**EXHIBIT 1**

**SCOPE OF SERVICES  
FOR  
AGREEMENT FOR PROFESSIONAL SERVICES  
TRAFFIC ANALYSIS SERVICES**

**SCOPE OF SERVICES**

The City of Windsor Heights has received concerns from residents on 69th Street about traffic and requested all way stops at the intersections of 69th Street with Timmons Avenue and 69th Street with Northwest Avenue.

**BASIC SERVICES**

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

**TASK 1: ALL WAY STOP WARRANT REVIEW AT TWO INTERSECTIONS**

- Collect 13-hour approach counts
- Collect crash history at each intersection
- Review All-Way Stop warrants using the collected data

**TASK 2: TRAFFIC SPEED REVIEW**

- Perform a speed study of traffic on 69<sup>th</sup> Street reviewing traffic speeds for each direction at two locations (one north of Timmons and one south of Northwest Avenue)
- Collect speeds using Jamar radar recorder. Recommend getting 48 hours of data if possible

**TASK 3: TRAFFIC CALMING REVIEW**

- Collect site data including roadway width, lane assignments, parking limitations, slope, and intersection sight distances
- Review options for traffic calming with City
- Create exhibits for up to 2 options

**TASK 4: MEMO**

- Document results of warrant analysis and traffic calming review in memo

**COMPENSATION**

The compensation for the following:

All Way Stop Warrant Review at Two Intersections (Task 1):	\$1,750
Traffic Speed Review (Task 2):	\$400
Traffic Calming Review (Task 3):	\$1,800
Memo (Task 4):	\$1,550



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: Consideration of Resolution No. 2020-113- A Resolution Supporting the United Way of Central Iowa's 21-Day Equity Challenge

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Resolution No. 2020-113 - 21 Day Equity Challenge

**RESOLUTION NO. 2020-113**

**A RESOLUTION SUPPORTING UNITED WAY OF CENTRAL IOWA'S 21-DAY EQUITY CHALLENGE**

**WHEREAS**, the United Way of Central Iowa seeks to deepen understanding, suggest ways to take action, and help launch a lifelong commitment to improving equity and inclusion in communities; and

**WHEREAS**, the United Way of Central Iowa has launched the 21-day Equity Challenge to provide daily learning opportunities to include such topics as Understanding Privilege, Housing & Redlining, Justice System Inequities and Allyship; and

**WHEREAS**, participants will also be invited to a virtual summit on November 10 to continue learning and conversation; and

**WHEREAS**, the City of Windsor Heights supports and promotes diversity and inclusion among its residents; and

**WHEREAS** the City seeks to foster a deeper understanding of the diversity of the community.

**NOW THEREFORE BE IT RESOLVED** that the City of Windsor Heights supports the *21-Day Equity Challenge* presented by United Way of Central Iowa during the month of October 2020.

PASSED and approved this 21<sup>st</sup> day of September 2020 by the City Council of the City of Windsor Heights, Iowa.

---

Dave Burgess, Mayor

ATTEST:

---

Travis Cooke, City Clerk



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: Consideration of Resolution No. 2020-114 - A Resolution Approving a Scope of Services Agreement with Bolton and Menk, Inc. in the Amount not to Exceed \$29,000 to Provide Engineering and Construction Administration Services for a Public/Private Partnership Streambank Stabilization Project on North Walnut Creek

**GENERAL INFORMATION**

Item 6C on the August 17th, 2020 council agenda was consideration and discussion on a public/private partnership on a streambank stabilization project on the North Walnut Creek in the vicinity of the Langeness residence at 7609 Marilyn Drive. The council directed staff to start the process of survey and preliminary design work for this project to further define the project and get cost estimates.

Following the 8/17/20 meeting, staff and the City Engineer spoke with the contractor that has done projects similar in nature to the work that is being proposed to get an idea on what the best plan of action would be. The contractor indicated that this work would be more complicated for three reasons:

1. The project location is at the confluence of Rocklyn Creek and North Walnut Creek and the flows from Rocklyn Creek go straight into the project area.
2. Access in and out of the location is limited and the contractor would have to work out of the streambed during low flow conditions.
3. There is little room to shape the slope given the existing site conditions. These limitations would make it difficult to do the project without causing higher flood elevations, which is prohibited in the Special Flood Hazard Area (SFHA) by all regulating authorities. Staff requested that the City Engineer put together a scope of services agreement to clearly define the extent of the project and set a budget for engineering. That scope of service agreement is attached. After further review of this proposed project and visiting with the contractor, the City Engineer and staff are under the impression that this project will be more complicated and expensive than the streambank stabilization projects that the City has done on North Walnut Creek in the past.

At the 8/17/20 council meeting, Mr. Langeness indicated that he would be willing to share in the cost of engineering as well as construction. He is still willing to participate on both portions of the project, but likely not at a 50% match as we had talked about before digging into the project

in more detail.

Staff needs direction from council on whether this project is still worth pursuing given the increased cost and relatively low benefit to the City.

## **SUMMARY**

## **ATTACHMENTS**

1. Resolution No. 2020-114 - Scope of Services for PublicPrivate Streambank Project
2. Marilyn Streambank Restoration

**RESOLUTION 2020-114**

**A RESOLUTION APPROVING A SCOPE OF SERVICES AGREEMENT WITH BOLTON AND MENK, INC IN THE AMOUNT NOT TO EXCEED \$29,000 TO PROVIDE ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR A PUBLIC/PRIVATE PARTNERSHIP STREAMBANK STABILIZATION PROJECT ON NORTH WALNUT CREEK**

**WHEREAS**, the council expressed support for participating in a public private partnership on a streambank stabilization project in the vicinity of 7609 Marilyn Drive; and

**WHEREAS**, staff, BMI, and a construction contractor experienced with this type of work have visited the site to determine the next best steps; and

**WHEREAS**, staff requested BMI to bring a scope of services agreement to the council for approval; and

**WHEREAS**, the attached scope of services was put together by BMI; and

**WHEREAS**, the council wishes to continue with the design and implementation of this project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, IOWA:** that a scope of services agreement with Bolton and Menk, Inc. in the amount not to exceed \$29,000 to provide engineering and construction administration services for a public private partnership streambank stabilization project on the North Walnut Creek is hereby approved.

PASSED and approved this 21<sup>st</sup> day of September 2020 by the City Council of the City of Windsor Heights, Iowa.

\_\_\_\_\_  
Dave Burgess, Mayor

ATTEST:

\_\_\_\_\_  
Travis Cooke, City Clerk

# PROFESSIONAL SERVICES AGREEMENT

by and between  
**BOLTON & MENK, INC.**  
**309 E 5<sup>th</sup> Street, Ste 202**  
**Des Moines, IA 50309**  
**Ph. (515) 259-9190 Fax (515) 233-4430**  
 (hereinafter referred to as BMI)  
 and

Date of Agreement: 9/21/2020
Agreement Number:  (BMI Project Number)
Project Location: Windsor Heights, IA

Client	
Name: <u>City of Windsor Heights</u> Address: <u>1145 66<sup>th</sup> Street</u> Address: <u>Suite 1</u> City: <u>Windsor Heights</u> State <u>Iowa</u> Zip <u>50324</u> <small>(hereinafter referred to as Client)</small>	Phone No.: 515-279-3662  Fax No.: 515-279-3664

<input type="checkbox"/> Agent or Person Ordering Services and/or <input type="checkbox"/> Billing Address (if different)	
Agent or Person Ordering Services: <u>Dennis Durham, City Administrator</u> Address: _____ City: _____ State _____ Zip _____	Phone No.: _____  Fax No.: _____

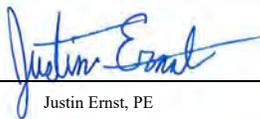
Fee Arrangement
Hourly, Not-to-Exceed: \$28,407  Per the 2020 Bolton and Menk rate schedule

Scope/Intent and Extent of Services
See attached scope of services (exhibit 1) for the Marilyn Drive Stream Bank Restoration Project.

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

BMI and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client and assumes financial responsibility for all services in the event of default by the Client.

Offered by: Bolton & Menk, Inc.

  
 \_\_\_\_\_  
 Justin Ernst, PE

9-15-2020  
 \_\_\_\_\_  
 Date

Accepted by: City of Windsor Heights,  
 Iowa

\_\_\_\_\_  
 Dave Burgess

\_\_\_\_\_  
 Date

# Project Understanding and Scope of Work

Bolton & Menk will provide the City of Windsor Heights the service and expertise necessary to provide a practical and fiscally responsible solution to stabilize the stream bank of North Walnut Creek in behind properties of 7705 & 7709 Marilyn Drive. Our project team has the required expertise and proven track record to achieve success on this project.

## Project Approach

Bolton & Menk's experience in similar projects and our multi-disciplinary team will provide great value to the City of Windsor Heights in the development of the design. We propose to use the following task-oriented approach with the associated deliverables.

### TASK 1 – PROJECT DEVELOPMENT

Bolton & Menk will facilitate a Kick-off Meeting with City staff and other stakeholders to accomplish the following:

- Review and confirm the scope and nature of the proposed improvements
- Discuss scheduling
- Review any special issues regarding the project
- Conduct a field review of project area with project team members and City staff

### TASK 2 – FINAL DESIGN

#### Subtask 2.1: Data Collection

This task includes collecting and reviewing field data and measurements from topographic survey and research as needed to provide an adequate basis for Project Design. The preliminary field data will be supplemented with other available information such as aerial photos and mapping, utility maps, as-built drawings, reports and studies, etc.

#### Subtask 2.2: Final Design

This task includes the design and preparation of one set of construction plans for the streambank restoration. Approximate location is shown in Figure 1.

This task will include the following:

- General design, grading, and project layout
- Preliminary plan preparation
- Final plan preparation
- Specifications development
- Preparation of project quantities and cost estimates

#### Subtask 2.3: Permitting

The project will impact a Zone AE floodway and therefore requires both a floodplain development permit with no-rise certification and a Section 404 Nationwide Permit. The City of Windsor Heights is a delegated community capable of permitting floodplain impacts within their municipality. We believe the project will require a hydraulic modeling to receive a permit from the City of Windsor Heights, Iowa DNR and U.S. Army Corps of Engineers.

The following items will be completed in order to obtain a floodplain development permit:

- Evaluate existing conditions
- Evaluate proposed design
- Pre-submittal coordination with City staff
- Prepare floodplain development permit and accompanying documentation, including:
  - Cover Letter
  - Floodplain Development Application
  - Hydraulic Report
  - No-Rise Certification

- Project Location Map
- FEMA FIRM
- Certified Plans
- Post-submittal coordination with DNR staff and City staff

The following items will be completed in order to obtain a Section 404 Nationwide Permit:

- Joint Application Permit Form and supporting documentation
- Post-submittal coordination with U.S. Army Corps of Engineers

**Items provided by the Client:** (1) Pertinent hydrologic and hydraulic data describing the existing and proposed channel, if available; (2) designate Bolton & Menk, Inc. as an authorized agent to act on the Client's behalf for the purpose of completing permit applications; and (3) furnish permit application fees, when applicable.

#### Subtask 2.4: Bidding

The Consultant will coordinate and manage the letting process for the project. For estimating purpose, one (1) letting has been included as part of this task. The work task to be performed or coordinated by the Consultant shall include the following:

#### **Advertisement/Notice of Project**

The Consultant shall prepare the formal Notice of Hearing and Letting. The Consultant shall post the Notice of Letting. The City shall handle publication of the Notice of Hearing. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

#### **Plan Clarification and Addenda**

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

#### **Letting, Bid Tabs, and Award Recommendation**

The Consultant shall have a representative present to open the bids and proposals, shall make tabulations of the bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract document.

### **TASK 3 – CONSTRUCTION SERVICES**

#### Subtask 3.1: Construction Administration

The Project Manager will perform the following construction administrative responsibilities:

- With the assistance of City staff and City attorney, prepare contracts for execution by the City and the Contractor.
- Provide supervision and support to Resident Project Representative (RPR) and perform regular on-site reviews.

#### Subtask 3.1: Construction Observation

This task includes that the Resident Project Representative (RPR) will be on-site during the various stages of construction in order to observe and review the quality of work. The Consultant will determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

### Additional Services Not Included in this Contract

Additional services not included as part of this scope. If authorized, under a supplemental agreement, we will furnish or obtain from others the following services:

- Construction materials testing services
- Subsurface utility investigations
- Wetland delineation (if required by the Corps of Engineers)
- Preparation of a Section 404 Individual Permit (if required by the Corps of Engineers)
- Geotechnical evaluations and soil borings

## Detailed Cost Estimate

Client: City of Windsor Heights		Bolton & Menk, Inc.						
Project: Streambank Restoration Project								
Task No.	Work Task Description	Project Manager	Water Resources Design Engineer	Design Engineer	Survey	Clerical	Total Hours	Total Cost
1.0	Project Development	2	4	0	0	2	8	\$996
2.0	Design	13	29	78	18	8	146	\$19,093
3.0	Construction Administration	10	6	40	6	4	66	\$8,318
<b>Total Hours</b>		25	39	118	24	14	220	
<b>Average Hourly Rate</b>		\$138.00	\$145.00	\$115.00	\$198.00	\$70.00		
<b>Subtotal</b>		\$3,450	\$5,655	\$13,570	\$4,752	\$980		
<b>Total Fee</b>							<b>\$28,407</b>	

**Notes:**

- 1) Time assumes one coordination meeting with Iowa DNR at preliminary design phase with additional coordination done remotely.



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL  
FROM:  
SUBJECT: Public Safety Report

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. 2020 August PS Monthly Report



# Windsor Heights Public Safety

## POLICE ♦ FIRE ♦ EMS

### Monthly Report



To: City Administrator Dennis Durham  
From: Public Safety Director Chad McCluskey  
Date: September 8, 2020  
RE: August, 2020 Public Safety Monthly Report

#### **MAJOR WORK AREAS:**

- Officer Bowers will complete S.W.A.T. School in West Des Moines during the month of September. This training will help him in his assignment to Metro S.T.A.R.
- The Windsor Heights Police Department will be running an application process during the month of September. The process requires many officers, and a significant amount of time, to be successful.
- Officers will focus enforcement in the northeast area of the City, from 74th Street to 80th Street, after receiving citizen complaints in this area of speeding. Officers will seek to educate and enforce speed violators in this area.
- Officers will direct efforts to side streets affected by construction on 70th Street during the month of September. Vehicles continue to make their own path through the city to get to their destination and this often times means driving through residential areas. Officers will be present in these areas and enforce safety related issues as they arise.
- Officers will focus attention toward speed violations and following too close on University Avenue, Center Street, and Hickman Road from 63rd Street to 73rd Street. University Avenue and Hickman Road see a high volume of motorist on these roads and officers addressing these violations should help reduce accidents.
- Officers will increase presence around department stores where an increase in theft and fraud have been noted. Seeing the patrol cars lets criminals know we are there and we are watching, which helps deter some criminals who may be in the area.
- Officers working overnights will give extra attention to 63rd Street where many drivers have been observed crossing centerlines, texting and speeding excessively. Officers working these shifts have noted 63<sup>rd</sup> as being one of the busiest streets in the city after 9:00 PM.

- Investigators will analyze, review and author additional investigative reports regarding a criminal mischief, robbery, child pornography, and credit card fraud case during September.
- Administrative Support Clerk Breese will update the “Arrest Warrant book” in September with a larger binder, repaired pages and organization for continued use.
- Administrative Support Clerk Breese will archive and file 2019 records to include pet licenses, print cards and disposition sheets.
- Detective Nissen will assist in a multi-jurisdiction “sex-offender registry” check for Polk County.
- Evidence and Property Management will identify and issue return to owner letters for cases that are exceeding the statute of limitations.
- Patrol Officer Palmer will be presented the Windsor Heights Police Department lifesaving award during September in-service training. On December 21, 2019 at approximately 1:25 pm, Officer Palmer responded to an address on 70th Street for an overdose. Upon arrival, Palmer found a 20-year-old female who was not breathing. The patient’s boyfriend was performing CPR and Palmer delivered Narcan to the patient. EMT/FF Jessie Evans arrived on scene and took over chest compressions for the patient. The patient regained consciousness and was alert and walking when transported to the hospital. Typically, we prefer to do these awards during a public Council meeting, however due to Covid-19 and being unsure when in-person meetings will be held, we have elected to move forward with the award during training.
- Patrol Officer Johnson will be presented the Windsor Heights Meritorious Service Bar during September in-service training. On May 30, 2020, Officer Johnson responded to a welfare check of a female who was sitting on the 63<sup>rd</sup> Street Bridge over Interstate 235. Officer Johnson found the female and she told Officer Johnson she “just wanted to end it.” Officer Johnson lunged at the female and grabbed her before she had the chance to leap from the bridge onto the Interstate traffic below. The female was secured and transported to the hospital for evaluation. During the encounter, Johnson repeatedly told the female he cared about her welfare, and he was able to defuse the situation. Typically, we prefer to do these awards during a public Council meeting, however due to Covid-19 and being unsure when in-person meetings will be held, we have elected to move forward with the award during training.
- Patrol Officer Johnson will also be presented with the Windsor Heights Police Department lifesaving award during September in-service training. On June 18, 2020, Officer Johnson responded to an unconscious male who was not breathing on 64<sup>th</sup> Street. Friends of the patient had administered two doses of Narcan prior to the arrival of first responders with no effects. Officer Johnson gave the patient Narcan and the patient was alert and talking upon the arrival of the Windsor Heights Fire Department. Windsor Heights Fire Department personnel noted equipping the police officers with Narcan has proven very beneficial and has resulted in a number of lives saved within the City. Typically, we prefer to do these awards during a public Council meeting, however due to Covid-19 and being unsure when in-person meetings will be held, we have elected to move forward with the award during training.

- All Windsor Heights Police Department officers will participate in mandatory implicit bias training, instructed by Drake University, towards the end of September. Implicit bias training is newly required by the State of Iowa for all law enforcement annually. Chief McCluskey also secured a \$2,000 grant from Sam's Club to fund additional training on this topic at a later date.
- EMT/FF Jessie Evans will be presented the Windsor Heights Fire Department lifesaving award during the September EMS training. On December 21, 2019 at approximately 1:25 pm, Officer Palmer responded to an address on 70<sup>th</sup> Street for an overdose. Upon arrival, Palmer found a 20-year-old female who was not breathing. The patient's boyfriend was performing CPR and Palmer delivered Narcan to the patient. EMT/FF Jessie Evans arrived on scene and took over chest compressions for the patient. The patient regained consciousness and was alert and walking when transported to the hospital. Typically, we prefer to do these awards during a public Council meeting, however due to Covid-19 and being unsure when in-person meetings will be held, we have elected to move forward with the award during training.
- EMS Training for the month of September will cover Stroke patients and be instructed by Paramedic/FF Nekola.
- Fire Training for the month of September will cover vehicle extrication. Sandry Fire is bringing some new technology extrication equipment for the crews to demo.
- Windsor Heights Fire Department crews will assist with a couple of Birthday Drive-By Events again during the month of September.
- Windsor Heights Fire Department Paramedics will assist with blood draws of Fire Department and Police Department personnel during the month of September for Covid antigen testing. This is part of a grant through the State of Iowa allowing first responders to be tested for Covid antibodies for free.

**ACCOMPLISHMENTS:**

- During August, officers directed efforts toward 70th Street due to construction and many people are making their own detour into residential side streets. Officers spent approximately 375 minutes on this goal. At least one hit and run accident took place on the side streets during this month. Officers did not observe violations during this time but did speak with many residents in the area and educated them on efforts the department is making to keep their streets safe.
- Officers directed patrol toward speed enforcement efforts on Washington Avenue and on 73rd Street, specifically addressing speed complaints due to construction, during August. Officers spent approximately 2340 minutes on this goal yielding; 6 speeding citations, 5 speed warnings, 6 other citations and 2 additional equipment warnings.

- An additional goal addressed by officers during the month of August was speeding on 69th Street between Washington and Hickman Road. Officers dedicated 60 minutes to slowing motorist down, as well as talking with several residents in this area about what they were experiencing with the speeding and listening to what they had to say about possible solutions.
- Officers focused patrol toward speed enforcement along 73rd Street to reduce speeding in this residential area. Officers spent approximately 635 minutes on this goal and made 2 arrests, wrote 6 citations for speed, gave 5 warnings for speed, and issued 6 other citations.
- Officers gave extra attention toward parking issues around the city, to include fire lanes and 24 hour parking. There was an increase in illegal fire lane parking during the previous month. Officers sought to educate the public on the importance of not blocking fire lanes or parking on the street for more than 24 hours. Officers spent 398 minutes on this goal; towed 4 vehicles, and gave 9 warnings.
- Officers directed education and enforcement efforts throughout the city toward the lack of safety belt use. Officers spent approximately 60 minutes on this goal and gave 1 warning for seatbelt. During this time, a seat usage survey was also conducted and the average usage rate shows 94%.
- Officer Irlbeck, Officer Bowers and Lt. Pearson attended training titled “Fundamentals of Realistic De-Escalation” during the month of August. The goal of this program is “to enhance de-escalation efforts with the help of science-both in the field and in training-while also critically applying an understanding of human factors and performance research to most effectively address challenging situations in the midst of a crisis.” Officers will bring back what they learned to the rest of the department.
- Officer Bowers responded to a call for service where a male had reportedly asked a child to get into his van. Captain Meyer assisted on the case and follow up investigation into the following days. Officers were unable to corroborate the child’s account of what took place.
- Officer Palmer responded to a call for service regarding criminal mischief. Once he arrived at the residence, Palmer noticed the victim’s vehicle tires were slashed and the word “bitch” was scratched into the door of the car. Officer Palmer investigated and learned that culprit was an ex-girlfriend of the victim’s boyfriend. Officer Palmer cited the suspect for criminal mischief.
- Officer Bowers responded to a local restaurant on a domestic assault. Bowers learned the male and female began to argue over shopping together or separately with different shopping carts. At one point in the argument, the female-half poked the male-half multiple times in the face and eye. The female was arrested for domestic abuse assault and taken to Polk County Jail.
- Officer Irlbeck stopped a vehicle that was travelling at 60MPH in a 30 MPH zone while in the 1100 block of 63rd Street. Upon interaction with the driver, he noticed signs of alcohol impairment. He tested the driver who failed showing a blood alcohol content of .184. The driver was processed, cited (OWI 1st) and released to a sober party.

- Officer Irlbeck stopped a vehicle that was driving into oncoming traffic while the driver was looking at his cellphone. When Officer Irlbeck made contact with the driver, he observed signs of alcohol impairment and tested the driver. The driver failed testing showing a blood alcohol content of .097. The driver was processed, Cited (OWI1st) and released to a sober party.
- Officer Irlbeck responded to a call for service regarding a domestic abuse. The male-half had fled the residence leaving behind the female-half with her child. Officer Irlbeck learned that the couple were arguing over the male having a drug addiction and no job. The male became upset and threw a Roku remote at the female's head, causing swelling and bleeding. The male would not turn himself in and a warrant for Domestic Abuse Assault 2nd Offense was requested for his arrest.
- Officer Clingan was listening to a pursuit that started in Marshall County. Officers pursued the suspect into Des Moines, and DMPD was now leading the pursuit. Officer Clingan went to the area of 63rd Street and Grand Avenue where he set up stop sticks. The suspect vehicle struck the sticks that Officer Clingan had set and then came to a stop a short distance after. Officer Clingan assisted on the felony stop and taking the suspect into custody.
- Administrative Support Clerk Breese updated the Department's "No-Contact Order book" in August removing expired and invalid court orders. Additionally, ASC Breese successfully performed a random validation of ten Criminal Justice Information System entries.
- Administrative Support Clerk Breese mailed non-payment letters to owners who have not paid their parking violations for more than thirty-days.
- Investigators analyzed, reviewed and authored additional investigative reports regarding a theft incident, fraud incident and reckless use of a firearms incident.
- Administrative Support Clerk Breese recorded, organized and referred a list of power lines and trees affected during Derecho storm to administrators and emergency management personnel.
- Detective Nissen closed a theft by deception case where the victim's money was obtained by deception and routed to gift cards. The subpoena information identified transactional information outside the department's jurisdiction and extradition area for the offense level.
- Detective Nissen authored and facilitated the execution of a search warrant at a residence within the city for an ongoing internet crimes investigation. This operational plan required the assistance from the Department of Criminal Investigations and patrol officers.
- Detective Nissen, patrol officers and on-call administrator Chief McCluskey were called to a residence on 70th street for a report of a bullet that entered the residence's garage. Detective Nissen processed the scene for evidentiary value that evening. Additionally, follow up and review was conducted the following day during the daylight. Based on the witness statements and physical evidence recovered - this case was suspended.

- Detective Nissen, Captain Meyer, Chief McCluskey and patrol officers investigated a missing person case in which the adult’s safety was at risk. The department along with state agents, county deputies, analysts and vendors were able to locate the individual the same day. After locating the missing person that individual was taken to a hospital for care.
- Detective Nissen and Captain Meyer investigated a Robbery at the Kum & Go. Officers recognized the individual in this crime and the store employee was able to identify the suspect from a photo line-up. Subsequently an arrest warrant was requested.
- August proved to be another busy month for the Windsor Heights Fire Department. Crews responded to a total of 81 calls for service in August, compared to 49 calls for service during the same time frame in August of 2019. This is a 65% increase in calls for August of 2020 over August of 2019. So far, for the calendar year 2020, calls for service for January through August 2020 are up 19% over the same time frame in 2019.
- Paramedic/FF Nekola, EMT/FF Nick Evans, and EMT/FF Martin were dispatched to DaVita Dialysis Center for a patient complaining of chest pains over multiple days. Crews assisted the patient and transported them to the hospital for further treatment.
- Paramedic/FF Nekola, EMT/FF Price, and EMT/FF Martin responded to the DNR building on Hickman Road for a possible overdose. When crews arrived, the patient was responsive but confused. The patient denied drug use outside of an unknown “pink pill.” The patient was transported to the hospital for evaluation.
- Paramedic/FF Nekola, EMT/FF Nick Evans, EMT/FF Price responded to a residential fire assignment on Bellaire. When crews arrived, they learned downed power lines cut power to the residence and resulted in the laundry room filling with smoke. The residence was thoroughly checked by crews using a thermal imaging camera and the scene was cleared.
- Paramedic/FF Nekola, EMT/FF Nick Evans, and EMT/FF Martin were dispatched to the Windsor Square apartments for a fire alarm. On arrival crews were met by the apartment manager who stated everything was fine and it was just a pull station that was bumped by tenants moving furniture. In the process of trying to reset the pull station, crews discovered some internal parts were damaged, preventing the alarm from being reset. The manager made contact with the alarm company requesting a service tech come out to repair it.
- Paramedic/FF Dumermuth and EMT/FF Merseal came in during their off-duty time on August 10<sup>th</sup> to assist with calls for service during and following the Derecho storm which impacted the City. Dumermuth and Merseal allowed us to “plus up” our staffing to handle the increased call load during the day and they provided invaluable assistance during the recovery efforts.
- EMT/FF Merseal was deployed as part of a Wildland Fire Fighting group through the Iowa DNR to assist with wildfires in Colorado. Merseal used his PTO and covered his shifts so he could go offer assistance to the firefighting efforts. We expect Merseal to return during the beginning of September.

- EMT/FF Merseal continues to work towards obtaining his Driver/Operator certifications.
- On August 8, 2020, Paramedic/FF Dumermuth and EMT/FF Merseal responded to a report of a subject electrocuted while cutting a tree. The victim had been in a bucket truck and came into contact with live primary power lines. The subject was treated and transported to the hospital. A total of five (5) electricity related calls were handled by Dumermuth and Merseal during August.
- Paramedic/FF Dumermuth worked with Chief McCluskey to finalize plans for Covid-19 antigen / antibody testing for both WHFD and WHPD members. The testing will take place the first week of September and any member wishing to be tested will be allowed to do so free of charge, thanks to a grant through the State of Iowa.
- The Windsor Heights Fire Department had over 15 calls for service during the Derecho and immediately following couple of hours. Paramedic/FF Foreman, Paramedic/FF Maher, EMT/FF B Jones were the on-duty crew, and they were assisted by Paramedic/FF Dumermuth and EMT/FF Merseal, who both came in off-duty, as well as by Chief McCluskey.
- Ambulance 553 was in the shop for approximately a week during the month of August for repairs. We are fortunate to be able to lean on our partners in Clive and Urbandale for assistance with transporting patients when our Ambulance was down.
- EMS Training for the month of August covered CPR and Post-Resuscitation efforts, instructed by Paramedic/FF Foreman. The training was well received and all in attendance were engaged with questions and learning!
- Fire Training for the month of August covered forcible entry and we were lucky enough to borrow a training prop from the Clive Fire Department to give our teams more exposure on forcible entry techniques. Paramedic/FF Foreman instructed the course.

Windsor Heights Public Safety  
Statistical Comparison

	Jan 18	Jan 19	Jan 20	Feb 18	Feb 19	Feb 20	Mar 18	Mar 19	Mar 20	Apr 18	Apr 19	Apr 20	May 18	May 19	May 20	Jun 18	Jun 19	Jun 20	Jul 18	JUL 19	JUL 20	AUG 18	AUG 19	AUG 20	SEP 18	SEP 19	OCT 18	OCT 19	NOV 18	NOV 19	DEC 18	DEC 19	CY18	CY19	Change CY18 to CY19			
<b>PATROL</b>																																						
Calls for Service	721	804	724	625	804	613	737	1156	480	719	961	351	836	879	381	1050	838	436	1051	897	503	994	905	964	834	908	774	835	693	807	703	10247	10248	0.01%				
Incidents	143	108	127	81	107	102	112	128	52	104	117	73	117	138	56	164	104	57	128	144	73	127	122	119	111	100	138	90	116	99	98	1384	1431	3.40%				
Arrests	55	47	61	30	43	46	48	67	28	46	69	11	57	62	16	59	65	19	52	58	21	46	60	50	50	40	64	42	47	44	54	569	686	20.56%				
Total Number of Charges	117	68	90	53	62	106	100	120	70	81	110	22	121	107	39	122	80	33	80	91	40	89	93	86	77	69	103	56	66	78	66	1052	1043	-0.86%				
OVI Arrests	5	10	9	3	3	3	4	2	4	1	4	2	5	4	2	3	4	0	3	4	2	4	10	3	6	1	7	2	11	5	8	39	73	87.18%				
Criminal Complaints Filed	68	59	62	42	49	64	58	64	39	50	47	20	58	71	34	76	59	19	56	63	36	67	51	43	46	56	76	35	56	30	44	639	685	7.20%				
Felony Charges Filed	3	2	7	3	5	12	2	6	4	0	6	5	4	4	5	2	6	4	3	7	0	1	7	4	2	3	12	2	3	1	1	28	61	117.86%				
Field Interviews	2	1	0	3	1	0	0	1	0	2	0	0	2	1	0	0	0	1	0	2	0	2	2	2	0	0	1	0	0	0	0	1	13	10	-23.08%			
Supplemental Reports	22	37	45	35	32	42	36	41	28	30	47	16	28	39	16	44	31	9	23	41	28	36	51	26	38	29	42	15	50	31	36	355	485	36.62%				
Accidents	18	25	16	11	27	12	18	19	13	16	20	10	16	23	12	25	22	12	20	23	12	25	18	22	20	20	21	20	26	23	26	234	270	15.38%				
Citations Issued	148	113	132	134	125	109	131	198	71	131	195	5	178	143	2	166	165	10	171	136	37	122	136	153	99	128	191	114	131	150	130	1726	1762	2.09%				
Written Warning Citations Issued	56	54	37	77	69	29	99	134	13	62	122	2	80	72	10	84	97	11	111	73	43	72	80	84	52	85	20	72	46	76	56	958	875	-8.66%				
<b>INVESTIGATIONS</b>																																						
Cases Assigned by Month	8	3	4	5	4	1	2	4	3	6	12	2	5	8	3	4	2	1	5	4	3	5	4	5	8	6	14	2	3	10	3	63	69	9.52%				
Cases Open	35	6	2	37	3	2	34	3	2	30	5	1	33	6	1	36	5	1	31	2	1	27	5	27	5	12	8	9	10	17	5	328	63	-80.79%				
Cases Active by Month	2	1	1	5	1	0	2	1	0	4	3	0	3	6	0	3	0	0	3	1	0	4	2	4	4	1	8	1	2	5	0	37	29	-21.62%				
Cases Inactive	3	2	2	2	3	0	2	4	2	10	5	1	1	4	3	2	3	0	0	3	2	3	3	3	6	9	4	1	4	1	6	37	47	27.03%				
Cases Cleared by Arrest	7	0	2	0	4	1	1	0	0	0	4	0	1	0	0	0	0	0	3	0	1	3	0	3	2	0	2	0	3	2	2	20	17	-15.00%				
Cases Cleared Exceptional Clearance	0	1	1	0	1	2	0	1	1	1	0	1	0	0	1	0	0	0	0	1	2	0	3	0	0	2	1	0	0	2	1	5	9	80.00%				
Cases Unfounded	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	1	0	0	2	0	0	0	0	0	2	4	100.00%				
<b>ATE Program</b>																																						
<b>7100 University</b>																																						
Vehicle Count	293338	269690	155999	266744	251727	208041	310188	293265	199605	314431	311720	98695	341593	321018	0	352699	282977	N/A	333059	197909	N/A	336568	208498	341614	174861	323385	213449	301476	187419	306763	228798	3821858	2941331	-23.04%				
Citations Issued	749	581	56	506	417	56	739	635	99	941	622	55	983	667	0	1045	512	N/A	981	83	N/A	1057	103	501	83	994	106	759	82	791	65	10046	3956	-60.62%				
% of drivers Cited	0.26%	0.22%	0.04%	0.19%	0.17%	0.03%	0.24%	0.22%	0.05%	0.30%	0.20%	0.06%	0.29%	0.21%	0.00%	0.30%	0.18%	N/A	0.29%	0.04%	N/A	0.31%	0.05%	0.15%	0.05%	0.31%	0.05%	0.25%	0.04%	0.26%	0.03%	0.26%	0.13%					
* Partial Month through 4/21 Only																																						
<b>6400 University</b>																																						
Vehicle Count	273621	297712	248215	270396	274741	164771	340226	308512	250288	326787	333029	137073	365103	351163	0	356498	293475	N/A	363002	254920	N/A	360126	243289	365746	270786	346752	271166	320821	241065	324504	255971	4013582	3395829	-15.39%				
Citations Issued	1811	1109	188	1618	994	231	1808	1509	319	1891	1570	219	1837	1487	0	1797	1000	N/A	2040	123	N/A	1731	140	649	145	1572	138	1444	141	1134	184	19332	8540	-55.82%				
% of drivers Cited	0.66%	0.37%	0.08%	0.60%	0.36%	0.14%	0.53%	0.49%	0.13%	0.58%	0.47%	0.16%	0.50%	0.42%	0.00%	0.50%	0.34%	N/A	0.56%	0.05%	N/A	0.48%	0.06%	0.18%	0.05%	0.45%	0.05%	0.45%	0.06%	0.35%	0.07%	0.48%	0.25%					
* Partial Month through 4/21 Only																																						
<b>FIRE DEPARTMENT STATISTICS</b>																																						
Total Calls for Service:	62	55	63	49	43	59	60	64	49	49	48	51	53	48	41	47	45	58	46	45	70	47	49	81	49	57	48	70	42	58	42	63	594	645	100.00%			
Unclassified Incidents	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0.00%			
Fire Incidents	2	0	2	4	1	2	3	2	2	5	5	1	2	5	1	1	0	0	2	0	1	1	2	2	3	1	3	2	5	0	2	28	26	4.03%				
Rescue and EMS Incidents	41	41	35	29	33	45	43	44	36	33	28	43	39	28	30	28	33	44	34	33	54	21	24	48	32	32	35	43	32	35	28	35	395	409	63.41%			
Hazardous Conditions - No Fire	5	2	2	1	2	1	0	1	0	1	3	0	3	3	0	2	4	1	2	2	1	3	13	0	3	3	0	3	3	2	18	29	4.50%					
Service Calls	2	4	11	6	3	6	7	8	3	2	6	5	4	6	4	9	4	2	4	4	7	15	10	4	3	14	4	9	5	6	8	11	69	85	13.18%			
Good Intent Calls	8	5	6	5	3	3	5	3	3	7	2	1	1	2	1	5	3	2	2	3	4	5	6	7	5	4	1	6	3	6	1	6	48	49	7.60%			
False Alarm / False Call Incidents	4	3	7	4	1	2	1	6	4	1	3	1	4	3	2	4	3	6	2	3	2	4	3	7	6	2	2	6	0	3	2	7	34	43	6.67%			
911 Citizen Complaints	0	0	0	0	0	0	0	0	1	0	1	0	0	1	0	0	0	0	1	0	0	0	1	0	0	1	0	0	0	0	0	0	1	4	0.62%			
Rental Inspections	17	19	48	13	4	14	11	17	3	8	10	0	8	14	2	5	28	1	5	14	3	2	6	4	2	5	14	5	4	7	16	6	105	135	28.57%			
Commercial Inspections	12	1	1	6	13	1	6	13	0	0	10	0	15	2	0	0	3	0	0	4	2	0	0	6	0	0	0	0	0	0	0	0	39	46	17.95%			
Commercial Re-Inspections	6	0	1	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	-100.00%			
PrePlans Completed	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	-100.00%				



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL  
FROM:  
SUBJECT: Public Works Director Report

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Public Works Staff Report - 21 September 2020

# Public Works Staff Report for 20 July 2020 Council Meeting

Report covers through 9/15/20

- I worked through the urban forestry management plan with the DNR and got things ready for the council presentation. We confirmed the trees that were recommended for removal and I updated our cost estimates for the work that needed to be done.
- Instead of having an in person Veteran's Day program this year, we will be sending packets of thank you cards to Windsor Heights Veterans. The theme of the cards will be 'because you served'. Students from the WDMCS and DMPS are participating in this effort.
- I received a request to evaluate the on street parking on Franklin Ave between 63<sup>rd</sup> and 64<sup>th</sup> St. We have installed signage to allow parking on some parts of this street after reviewing the site conditions and industry standards.
- The 5G fiber network rollout from Verizon has continued throughout the summer. There are currently plans to install 5G antennas in a few locations along the University Corridor, on 73<sup>rd</sup> Street south of University, and in the Colby Park neighborhood south of University. The permitting process is time consuming but has been going well.
- The City and the ICN is partnering on fiber optic cable relocation to service traffic signal cabinets and accommodate the University project. These fiber optic connections into the signal cabinets on University will get us closer to being at a place where we could enter into an agreement with the City of West Des Moines to manage our traffic system.
- MWA is piloting a glass recycling container down at Colby Park next to the cardboard recycling container. If it is successful, they will leave it there permanently.
- I met with Mr. Langeness at his property to go over what a potential project would look like and entail to stop the creek from eroding the streambank. There was a discussion at the council meeting about this and a scope of services agreement for engineering services is going to be on the agenda on 9/21 for consideration.
- We've been working with the homebuilder at the dead end of 64<sup>th</sup> Street to get utility service to his property so that they can get the project finished up. They think that they'll be done in the next couple weeks.
- Met with representatives from MetroNet about getting fiber optic internet service in Windsor Heights. They will be at the 9/21 council meeting to present their plans.
- We'll be grinding down pavement around a few intakes in the next month to get better drainage off the road. Where we are unable to grind the surface to drain we will have to remove the asphalt cap and replace it.
- We are mostly finished with cleanup from the Derecho. There are minor items to be tidied up on the trails, but the streets are all done. We partnered with the DOT, the City of Des Moines, and QuikTrip for the cleanup on 63<sup>rd</sup> Street, which went very well. I'll be having the last of the debris hauled away from the shop parking lot towards the end of next week.

- I met with a group of residents from 69<sup>th</sup> St, Mr. Loffredo, and Chief McCluskey regarding speeding down 69<sup>th</sup> Street south of Hickman. We have installed new posted speed limit signs and Chief has deployed his portable radar sign.
- The attorney for the UWHSD is putting together a draft agreement to revise how the district handles operations. Currently, Windsor Heights and Urbandale both serve as operating contractors in the district. The City of Urbandale is willing and able to serve as the lone operating contractor in the district and make Windsor Heights a customer, much like we are with DMWW. This draft agreement will be completed by 9/18 and then will need reviewed by staff at both Urbandale and Windsor Heights. My goal is to have a 28E agreement before the council for consideration sometime this fall.
- I worked through some conflicts that the school districts had with bussing around our construction projects. We have come to a resolution and there shouldn't be any issues for them for the rest of these projects.
- We are interviewing candidates for the open equipment operator / laborer position on Monday, 9/21. This position will spend approximately half of their time working on the park and trails and the other half of their time working on the streets and sewers.
- Signal improvements for the shared traffic signals on Hickman Road for Windsor Heights and Urbandale have been completed. This will allow the US HWY 6 adaptive traffic system to go live later this fall. This project was majorly grant funded and was led by the Cities of Clive and Urbandale.

## Project Updates

- University Avenue
  - Phase 1C will be poured back near the end of September. The 70<sup>th</sup> Street intersection will be opened for northbound and southbound traffic shortly after paving.
  - After phase 1C has been completed, the contractor plans to begin work on 2B which is from 69<sup>th</sup> Street to a couple hundred feet west of the 70<sup>th</sup> Street intersection.
- 2020 Streets Project (69<sup>th</sup> and Allison)
  - Allison Avenue
    - Sanitary sewer repairs and storm sewer installation is underway on phase 2. This work will take a few weeks to complete. After the sewer work is done, the contractor will begin preparing the roadway for paving. Paving is expected to occur in the middle of October.
  - 69<sup>th</sup> St:
    - Utility work is underway in phase 2. After utility work has been completed, subgrade preparation and then paving will take place. We expect paving for phase two to be done in the middle of October.

- College Drive Reconstruction
  - Phases 2 and 3 are running simultaneously on this project. Storm sewer installation, sanitary sewer repairs, and water main modifications are currently taking place. After this utility work is completed the contractor will prepare for pavement.
  
- 2020 PCC Patching Project:
  - The 70<sup>th</sup> Street location was finished in August.
  - Work is about half done for the patches that are being done near the bridge over Walnut Creek.
  - The last location is the curve on 73<sup>rd</sup> Street near the YMCA. All three locations will be completed yet this year.
  
- 2020 North Walnut Creek Streambank Stabilization
  - Paperwork for reimbursement has been submitted to the NRCS
  - We have walked the project with the NRCS, the contractor, and the property owner that allowed us to use their parking lot for access. All parties involved are pleased with the results.
  
- 73<sup>rd</sup> Street Reconstruction
  - WDMCS is agreeable to participating in some form of cost sharing for the addition of a center turn lane near their school. We will communicate with them to make sure that they are aware of the status of the project as it moves through design.
  - There was a public comment period to get ideas of what residents want to see changed on the corridor. The majority of the comments had to do with making configuration improvements at the intersection of University Ave and adding a center turn lane in the vicinity of Clive Learning Academy.
  - The UWHS D has approved a contract for sewer televising services on 73<sup>rd</sup> St, similar to what we did for roads under construction this summer. The purpose for this work is to make sure that the sewers are in good shape before we put new pavement over the top of them.
  - We had a meeting with the City of West Des Moines to coordinate redevelopment of 73<sup>rd</sup> Street with the redevelopment of 8<sup>th</sup> Street.
  
- Park Master Plan
  - The final draft of the plan is going to be presented to the Council on 9/21. There was a ton of great public input that was used to build the plan. I am pleased with the final product and think it will be a good tool to help us develop our park offerings.

**\*\*\*Please let me know if you have questions about anything in this report and I can get you more information\*\*\*\***



**STAFF REPORT**  
**CITY COUNCIL**  
September 21, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: Communications/Recreation Coordinator Report

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. September 2020 Staff Report Whitney Tucker

## Communications/Recreation 2019 Staff Report

8/12/20 – 9/16/20

### Communications

- Our communications over the past month have consisted of a mixture of storm cleanup efforts and road construction updates and closures.
- I have started sending a daily email (Monday-Friday) of all the communications pieces that went out that day to Council and staff to help keep everyone aware of what is being communicated to residents. Please feel free to let me know if you have any questions about these items.
- We released a couple press releases this past month including information on our free yard waste stickers for residents and the closure of 63<sup>rd</sup> St. for storm debris cleanup.
- The September e-newsletter was released on September 3<sup>rd</sup>. This is released on the first Thursday of every month. It had an open rate of 51% (our highest yet!) with the industry average of 27%. This was sent to 848 people. I received an email from a resident saying how much they liked the newsletter, which I forwarded to Council.
- We are up to 21 people who are receiving the print newsletter. Because the number is small, I am printing and mailing these from City Hall and will not be using an outside service. The printed newsletter is exactly the same as the emailed newsletter. The Communications Committee will discuss the print newsletter at the 9/21 meeting. When this committee met last winter, they decided that they wanted to revisit whether or not to continue the print newsletter at the end of 2020.
- After the 9/8 meeting we started doing a Council Recap. I created a gif graphic to make it eye catching and created a new page on the website for the Recap. This also has a link to the video recordings of the Council meetings. The Council Recaps are posted later in the week after a Council meeting on the website homepage, this internal page, Facebook, Twitter, Instagram, and NextDoor.
- Social media numbers
  - Facebook – we have 2,011 Facebook followers. Our posts have reached 3,854 people in the past month and the City’s profile has been viewed 625 times.
  - Twitter – has 663 followers. In the past 28 days we’ve had 6,306 tweet impressions and 68 profile visits for 29 tweets.
  - Instagram – there have been 29 posts in the past month and there are 246 followers.
  - NextDoor – There are 1,164 residents who are members of our page. If you aren’t familiar with NextDoor, it is a social media app that allows users to connect to people in their neighborhoods. We have a city account, so we can’t see what people in individual neighborhoods are posting as ‘neighborhoods’ are

restricted to the residents that live there, but residents can follow the City's account to get our updates.

- I've continued to update and create new graphics as needed for social media. I am developing and maintaining a brand standard for the City's graphics and recently refreshed the graphics that will be used for City Council meetings.
- Website – I continue to update the website as needed. Every Facebook post corresponds with a website news post. This primarily includes items to the news section and calendar.
- Website statistics – I've added Google Analytics to track traffic on our website. Over the past month we've seen:
  - 15,096 Pageviews
  - The average time spent of the site is 1 minute 55 seconds
  - Top 3 most visited pages are
    - Homepage
    - Community Center Rental Information
    - Road Construction Update
- We are continuing to post weekly updates on our road projects and answer the questions that come up on those posts. We are hosting weekly Zoom meetings on Fridays at 2 pm. I record these and put them on the website.

## **Video**

- I am going to start producing more videos as I have time. Video is extremely time consuming to create because it involves shooting, editing and distributing (rendering alone can take hours), but it is ideal to explain certain topics. I want these videos to be short and simple so they are easy to understand. Short videos often perform better.
- I created a short video for our Facebook cover. The Facebook cover is the image at the top of our Facebook page, but you can also use videos that loop or play continuously. This video is aimed to draw people to or make them aware of our website. I plan to update this feature more often.

## **Community Center/Recreation**

- The Community Center reopened 8/18/20. We had several September rentals request refunds. But we have filled some of the openings. Many of the October rentals also received refunds. However, most of the weekends in April, May and June are already booked, which is our busy season.
- The virtual tour video has 482 views and has been a great resource.
- The online rental system I created has been fantastic. It is a much more user friendly process for the renter and is a more efficient way for me to book the facility.

- Residents had a chance to view the Park Plan draft and we received a few responses, but some were glad to be given the chance to be included in the process again. A presentation and discussion will happen at the 9/21 Council meeting.

#### **Front Desk**

- We gave out 10 free yard waste stickers per homeowner after the derecho. A total of 242 people picked up stickers.

#### **Permits**

- We contract our permit process with Safe Building. I assist in contacting the applicant for payment and referring potential applicants to Safe Building.