

CHAPTER 1

CODE OF ORDINANCES

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1.01 TITLE. This code of ordinances shall be known and may be cited as the Code of Ordinances of the City of Windsor Heights, Iowa.

1.02 DEFINITIONS. Where words and phrases used in this Code of Ordinances are defined in the *Code of Iowa*, such definitions apply to their use in this Code of Ordinances unless such construction would be inconsistent with the manifest intent of the Council or repugnant to the context of the provision. Other words and phrases used herein have the following meanings, unless specifically defined otherwise in another portion of this Code of Ordinances or unless such construction would be inconsistent with the manifest intent of the Council or repugnant to the context of the provision:

1. "Alley" means a public right-of-way, other than a street, affording secondary means of access to abutting property.
2. "City" means the City of Windsor Heights, Iowa.
3. "Clerk" means the city clerk of Windsor Heights, Iowa.
4. "Code" means the specific chapter of this Code of Ordinances in which a specific subject is covered and bears a descriptive title word (such as the Building Code and/or a standard code adopted by reference).
5. "Code of Ordinances" means the Code of Ordinances of the City of Windsor Heights, Iowa.
6. "Council" means the city council of Windsor Heights, Iowa.
7. "County" means Polk County, Iowa.
8. "May" confers a power.
9. "Measure" means an ordinance, amendment, resolution, or motion.
10. "Must" states a requirement.
11. "Occupant" or "tenant," applied to a building or land, includes any person who occupies the whole or a part of such building or land, whether alone or with others.
12. "Ordinances" means the ordinances of the City of Windsor Heights, Iowa, as embodied in this Code of Ordinances, ordinances not repealed by the ordinance adopting this Code of Ordinances, and those enacted hereafter.
13. "Person" means an individual, firm, partnership, domestic or foreign corporation, company, association or joint stock association, trust or other legal entity,

and includes a trustee, receiver, assignee, or similar representative thereof, but does not include a governmental body.

14. “Public way” includes any street, alley, boulevard, parkway, highway, sidewalk, or other public thoroughfare.

15. “Shall” imposes a duty.

16. “Sidewalk” means that surfaced portion of the street between the edge of the traveled way, surfacing, or curb line and the adjacent property line, intended for the use of pedestrians.

17. “State” means the State of Iowa.

18. “Statutes” or “laws” means the latest edition of the *Code of Iowa*, as amended.

19. “Street” or “highway” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

Words that are not defined in this Code of Ordinances or by the *Code of Iowa* have their ordinary meaning unless such construction would be inconsistent with the manifest intent of the Council, or repugnant to the context of the provision.

1.03 CITY POWERS. The City may, except as expressly limited by the Iowa Constitution, and if not inconsistent with the laws of the Iowa General Assembly, exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the City and of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents, and each and every provision of this Code of Ordinances shall be deemed to be in the exercise of the foregoing powers and the performance of the foregoing functions.

(Code of Iowa, Sec. 364.1)

1.04 INDEMNITY. The applicant for any permit or license under this Code of Ordinances, by making such application, assumes and agrees to pay for any injury to or death of any person or persons whomsoever, and any loss of or damage to property whatsoever, including all costs and expenses incident thereto, however arising from or related to, directly, indirectly or remotely, the issuance of the permit or license, or the doing of anything thereunder, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this Code of Ordinances or the terms and conditions of such permit or license, and such applicant, by making such application, forever agrees to indemnify the City and its officers, agents and employees, and agrees to save them harmless from any and all claims, demands, lawsuits or liability whatsoever for any loss, damage, injury or death, including all costs and expenses incident thereto, by reason of the foregoing. The provisions of this section shall be deemed to be a part of any permit or license issued under this Code of Ordinances or any other ordinance of the City whether expressly recited therein or not.

1.05 PERSONAL INJURIES. When action is brought against the City for personal injuries alleged to have been caused by its negligence, the City may notify in writing any person by whose negligence it claims the injury was caused. The notice shall state the pendency of the action, the name of the plaintiff, the name and location of the court where the action is pending, a brief statement of the alleged facts from which the cause arose, that the City believes that the person notified is liable to it for any judgment rendered against the City,

and asking the person to appear and defend. A judgment obtained in the suit is conclusive in any action by the City against any person so notified, as to the existence of the defect or other cause of the injury or damage, as to the liability of the City to the plaintiff in the first named action, and as to the amount of the damage or injury. The City may maintain an action against the person notified to recover the amount of the judgment together with all the expenses incurred by the City in the suit.

(Code of Iowa, Sec. 364.14)

1.06 RULES OF CONSTRUCTION. In the construction of this Code of Ordinances, the rules of statutory construction as set forth in Chapter 4 of the *Code of Iowa* shall be utilized to ascertain the intent of the Council with the understanding that the term “statute” as used therein will be deemed to be synonymous with the term “ordinance” when applied to this Code of Ordinances.

1.07 EXTENSION OF AUTHORITY. Whenever an officer or employee is required or authorized to do an act by a provision of this Code of Ordinances, the provision shall be construed as authorizing performance by a regular assistant, subordinate or a duly authorized designee of said officer or employee.

1.08 AMENDMENTS. All ordinances which amend, repeal or in any manner affect this Code of Ordinances shall include proper reference to chapter, section, subsection, or paragraph to maintain an orderly codification of ordinances of the City.

(Code of Iowa, Sec. 380.2)

1.09 CATCHLINES AND NOTES. The catchlines of the several sections of the Code of Ordinances, titles, headings (chapter, section and subsection), editor’s notes, cross references and State law references, unless set out in the body of the section itself, contained in the Code of Ordinances, do not constitute any part of the law, and are intended merely to indicate, explain, supplement or clarify the contents of a section.

1.10 ALTERING CODE. It is unlawful for any unauthorized person to change or amend by additions or deletions, any part or portion of the Code of Ordinances, or to insert or delete pages, or portions thereof, or to alter or tamper with the Code of Ordinances in any manner whatsoever which will cause the law of the City to be misrepresented thereby.

1.11 SEVERABILITY. If any section, provision, or part of the Code of Ordinances is adjudged invalid or unconstitutional, such adjudication will not affect the validity of the Code of Ordinances as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

1.12 WARRANTS. If consent to enter upon or inspect any building, structure or property pursuant to a municipal ordinance is withheld by any person having the lawful right to exclude, the City officer or employee having the duty to enter upon or conduct the inspection may apply to the Iowa District Court in and for the County, pursuant to Section 808.14 of the *Code of Iowa*, for an administrative search warrant. No owner, operator or occupant or any other person having charge, care, or control of any dwelling unit, rooming unit, structure, building, or premises shall fail or neglect, after presentation of a search warrant, to permit entry therein by the municipal officer or employee.

1.13 GENERAL STANDARDS FOR ACTION. Whenever this Code of Ordinances grants any discretionary power to the Council or any commission, board or officer or

employee of the City and does not specify standards to govern the exercise of the power, the power shall be exercised in light of the following standard: The discretionary power to grant, deny, or revoke any matter shall be considered in light of the facts and circumstances then existing and as may be reasonably foreseeable, and due consideration shall be given to the impact upon the public health, safety and welfare, and the decision shall be that of a reasonably prudent person under similar circumstances in the exercise of the police power.

1.14 PENALTIES. A violation of the Windsor Heights Code of Ordinances constitutes a simple misdemeanor. If the punishment for a violation of a statute of the State of Iowa which has been incorporated by reference into Windsor Heights Code of Ordinances, or is the same as an ordinance of the Windsor Heights Code of Ordinances, and punishment for violation of such statute is different from that provided under the Windsor Heights Code of Ordinances for a simple misdemeanor, the punishment set out in the Code of Iowa shall prevail. Anyone violating any other provision of the Windsor Heights Code of Ordinances shall be guilty of a simple misdemeanor, and upon conviction, shall be subject to a fine of not more than six hundred twenty five dollars (\$625.00) and/or imprisonment not to exceed thirty (30) days. The penalties for and what may constitute a Municipal Infraction are designated and defined in Chapter 4 of this Code of Ordinances

(Code of Iowa, Sec. 364.3[2] and 903.1[1a])

1. (Ord. 16-05 – Aug. 16 Supp.)

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CHAPTER 2

CHARTER

2.01 Title

2.02 Form of Government

2.03 Powers and Duties of City Officers

2.04 Number and Term of Council

2.05 Term of Mayor

2.06 Copies on File

2.01 TITLE. This chapter may be cited as the charter of the City of Windsor Heights, Iowa.[†]

2.02 FORM OF GOVERNMENT. The form of government of the City is the Mayor-Council form of government.

(Code of Iowa, Sec. 372.4)

2.03 POWERS AND DUTIES OF CITY OFFICERS. The Council and Mayor and other City officers have such powers and shall perform such duties as are authorized or required by State law and by the ordinances, resolutions, rules, and regulations of the City.

2.04 NUMBER AND TERM OF COUNCIL. The Council consists of five Council Members elected at large for overlapping terms of four years.

(Code of Iowa, Sec. 376.2)

2.05 TERM OF MAYOR. The Mayor is elected for a term of four years.

(Code of Iowa, Sec. 376.2)

2.06 COPIES ON FILE. The Clerk shall keep an official copy of the charter on file with the official records of the Clerk and the Secretary of State, and shall keep copies of the charter available at the Clerk's office for public inspection.

(Code of Iowa, Sec. 372.1)

[†] **EDITOR'S NOTE:** Ordinance No. 75-6, adopting a charter for the City was passed and approved by the Council on September 15, 1975, and was published on September 16, 1975.

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CHAPTER 3

BOUNDARIES

3.01 Corporate Limits

3.02 Voting Precincts

3.01 CORPORATE LIMITS. The corporate boundaries of the City are described and confirmed as follows:

CITY OF WINDSOR HEIGHTS, IOWA CORPORATE BOUNDARY

[A] Commencing at the intersection of the centerline of Center Street and the centerline of 63rd Street (which point is the center of Sec. 2, T. 78N, R. 25W); thence northerly along the centerline of 63rd Street (which line is the east line of the NW¹/₄ of Sec. 2, T. 78N, R. 25W) a distance of 3,150 feet, more or less, to the centerline of University Avenue (which point is the NE corner of the NW¹/₄ of Sec. 2, T. 78N, R. 25W); thence westerly along the centerline of University Avenue (which line is the south line of the SE¹/₄ of Sec. 36, T. 79N, R. 25W) a distance of 15 feet, more or less, to the centerline of 63rd Street (which point is 989.8 feet, more or less, east of the SW corner of the SE¹/₄ of Sec. 36, T. 79N, R. 25W); thence northerly along the centerline of 63rd Street a distance of 2,620 feet, more or less, to an extension to the east of the centerline of College Avenue (which point is 992 feet, more or less, east of the center of Sec. 36, T. 79N, R. 25W); thence east along an extension to the east of the centerline of College Avenue (which line is the south line of the NE¹/₄ of Sec. 36, T. 79 N, R. 25 W) a distance of 8 feet, more or less, to the centerline of 63rd Street (which point is 1,000 feet east of the center of Sec. 36, T. 79N, R. 25W); thence northerly along the centerline of 63rd Street a distance of 2,260 feet, more or less, to the south right-of-way line of Hickman Road (which point is 33 feet east of the NE corner of Lot 1, SUBURBAN FARMS, an Official Plat, and 33 feet south of the north line of the NE¹/₄ of Sec. 36, T. 79N, R. 25W)[B] (the line between[A] and[B] being the common corporate boundary line between the City of Windsor Heights and the City of Des Moines); thence westerly along the south right-of-way line of Hickman Road (the location of which line was established pursuant to a Joint Public Improvement Agreement dated May 1, 1969, between the Iowa State Highway Commission and the City of Windsor Heights, Iowa, identified as No. 68-P-175 in connection with Polk County Project No. U-6-4(4)-40-77, which agreement is recorded in the office of the Polk County Recorder in Book 4027, commencing at Page 601, as amended by Amendment to Joint Public Improvement Agreement dated June 16, 1975, between the same parties regarding the same project, which amendment is recorded in the office of the Polk County Recorder in Book 4530, commencing at Page 663) in the NE¹/₄ of Sec. 36, T. 79N, R. 25W, the NW¹/₄ of Sec. 36, T. 79N, R. 25W and the NE¹/₄ of Sec. 35, T. 79N, R. 25W a distance of 6,216.9 feet, more or less, to the NW corner of Lot 18, PLAZA HILLS PLAT 5, an Official Plat (which point is 74.1 feet south of the NW corner of the NE¹/₄ of Sec. 35, T. 79N, R. 25W)[C]; thence southerly along the west lines of PLAZA HILLS PLAT 5 and PLAZA HILLS PLAT 6, an Official Plat (which line is the

west line of the NE¹/₄ of Sec. 35, T. 79N, R. 25W) a distance of 2,353.9 feet, more or less, to the northwest corner of Lot 135, PLAZA HILLS PLAT 5; thence easterly along the north lines of Lots 135 and 136, PLAZA HILLS PLAT 5, a distance of 342 feet, more or less, to the west right-of-way line of College Drive (which point is the northeast corner of Lot 136, PLAZA HILLS PLAT 5); thence southerly along the west right-of-way line of College Drive (which line is the east line of Lot 136, PLAZA HILLS PLAT 5) a distance of 254 feet, more or less, to the north right-of-way line of Harbach Boulevard (which point is the southeast corner of Lot 136, PLAZA HILLS PLAT 5); thence easterly along an easterly extension of the north right-of-way line of Harbach Boulevard a distance of 50 feet, more or less, to a point on the east right-of-way line of College Drive (which point is on the west line of Lot 61, PLAZA HILLS PLAT 5); thence southerly along the east right-of-way line of College Drive (which line is the west line of Lot 61, PLAZA HILLS PLAT 5) a distance of 33 feet, more or less, to the southwest corner of Lot 61, PLAZA HILLS PLAT 5 (which point is on the south line of the NE¹/₄ of Sec. 35, T. 79N, R. 25W); thence easterly along the south lines of PLAZA HILLS PLAT 5 and PLAZA HILLS PLAT 4, an Official Plat (which line is on the south line of the NE¹/₄ of Sec. 35, T. 79N, R. 25W) a distance of 1,577.5 feet, more or less, to the northwest corner of PROGRESSO PLAT 10, an Official Plat; thence southerly along the west lines of PLAT 10 and MOTT PLACE, an Official Plat, a distance of 2,410.5 feet, more or less, to the southwest corner of Lot 25, MOTT PLACE; thence easterly along the south line of Lot 25, MOTT PLACE, a distance of 95 feet, more or less, to the northwest corner of Lot 27, MOTT PLACE; thence southerly along the west line of Lot 27, MOTT PLACE, a distance of 208 feet, more or less, to the north right-of-way line of University Avenue (which point is the southwest corner of Lot 27, MOTT PLACE); thence easterly along the north right-of-way line of University Avenue (which line is the south line of Lot 27, MOTT PLACE) a distance of 8.5 feet, thence south 0° 00' east a distance of 80.0 feet to the south right-of-way line of University Avenue; thence south 90° 0' east along the south right-of-way line of University Avenue; (which line is 40 feet south of and parallel to the north line of Sec. 3, T. 78N, R. 25W) a distance of 146.6 feet, to a point 40 feet south of and 21.9 feet east of the NW corner of the NE¹/₄ of the NE¹/₄ of Sec. 3, T. 79N, R. 25W[D]; thence south 0° 00' east a distance of 10 feet; thence north 90° 00' east a distance of 22 feet; thence south 2° 18' east, 40 feet west of and parallel to the centerline of 73rd Street, a distance of 117.5 feet; thence southerly 40.0 feet west of and parallel to the centerline of 73rd Street, along a curve concave westerly with a radius of 1,100.57 feet and an internal angle of 10° 15'; with said curve tangent to the preceding and following courses, a distance of 196.89 feet; thence south 7° 57' west, 40 feet west of and parallel to the centerline of 73rd Street, a distance of 386 feet; thence south 6° 32' west, 40 feet west of and parallel to the centerline of 73rd Street, a distance of 220 feet; thence north 83° 28' west, perpendicular to the centerline of 73rd Street, a distance of 28 feet; thence south 6° 32' west, 40 feet west of and parallel to the centerline of 73rd Street, a distance of 300 feet, more or less, to the northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; (the line between[C] and[E] being the common corporate boundary line between the City of Windsor Heights and the City of Clive) (the line between[D] and[E] being the line which was established pursuant to an Intergovernmental Corporation

Boundary Agreement dated March 18, 1971, between the City of Windsor Heights and the City of Clive, which agreement is recorded in the office of the Polk County Recorder in Book 4198, commencing at Page 413, and which agreement was legalized by Acts 1971 (64 G.A., 1st Sess.) ch. 284); thence south 6° 32' west, 40 feet west of and parallel to the centerline of 73rd Street, a distance of 150 feet, more or less, to the southwesterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southerly and easterly along the west and south right-of-way lines of 73rd Street (formerly Rancho Grande Boulevard) a distance of 293 feet, more or less, to the northwest corner of RANCHO GRANDE, an Official Plat; thence southerly along the west line of RANCHO GRANDE (which line is the west line of the SE¹/₄ of the NE¹/₄ of Sec. 3, T. 78N, R. 25W) a distance of 1,003.7 feet, more or less, to a point which is 415.5 feet north of the southwest corner of RANCHO GRANDE[F]; thence southeasterly a distance of 55 feet, more or less, to a point on the west line of Lot 13, RANCHO GRANDE, which point is 48 feet north of the southwest corner of Lot 13, RANCHO GRANDE; thence southeasterly a distance of 180 feet, more or less, to the southeast corner of Lot 15, RANCHO GRANDE; thence southeasterly a distance of 320 feet, more or less, to the northeast corner of Lot 25, RANCHO GRANDE; thence southeasterly a distance of 65 feet, more or less, to the northwest corner of Lot 26, RANCHO GRANDE; thence southeasterly to a point on the south line of Lot 29, RANCHO GRANDE, which point is 20 feet east of the southwest corner of Lot 29, RANCHO GRANDE[G] (the line between[F] and[G] being the line which is the south right-of-way line of Interstate Highway 235); thence east along the south line of RANCHO GRANDE, and an extension thereof to the east, a distance of 614.4 feet, more or less, to the centerline of Eighth Street (which point is 33 feet east of the southeast corner of RANCHO GRANDE); thence northerly along the centerline of Eighth Street (which is the east line of Sec. 3, T. 78N, R. 25W) a distance of 99.7 feet to the centerline of Center Street (which point is the southwest corner of the NW¹/₄ of Sec. 2, T. 78N, R. 25W); thence easterly along the centerline of Center Street (which line is the south line of the NW¹/₄ of Sec. 2, T. 78N, R. 25W) a distance of 977.5 feet to the east line of Lot 44, JANET'S WOODS, an Official Plat[H] (the line between[E] and[H] being the common corporate boundary line between the City of Windsor Heights and the City of West Des Moines); thence easterly along the centerline of Center Street (which line is the south line of the NW¹/₄ of Sec. 2, T. 78N, R. 25W) a distance of 1,662.5 feet, more or less, to the point of beginning (the line between[H] and[A] being the common corporate boundary line between the City of Windsor Heights and the City of Des Moines).

Said boundaries may also be described as follows:

**CITY OF WINDSOR HEIGHTS, IOWA
CORPORATE BOUNDARY**

Commencing at the intersection of the centerline of Center Street and the centerline of 63rd Street; thence northerly along the centerline of 63rd Street a distance of 3,150 feet, more or less, to the centerline of University Avenue; thence westerly along the centerline of University Avenue a distance of 15 feet, more or less, to the centerline of 63rd Street; thence northerly along the centerline of 63rd Street a distance of 2,620 feet, more or less, to an extension

to the east of the centerline of College Avenue; thence east along an extension to the east of the centerline of College Avenue a distance of 8 feet, more or less, to the centerline of 63rd Street; thence northerly along the centerline of 63rd Street a distance of 2,260 feet, more or less, to the south right-of-way line of Hickman Road; thence westerly along the south right-of-way line of Hickman Road in the NE¹/₄ of Sec. 36, T. 79N, R. 25W, the NW¹/₄ of Sec. 36, T. 79N, R. 25W and the NE¹/₄ of Sec. 35, T. 79N, R. 25W a distance of 6,216.9 feet, more or less, to the NW corner of Lot 18, PLAZA HILLS PLAT 5, an Official Plat; thence southerly along the west lines of PLAZA HILLS PLAT 5 and PLAZA HILLS PLAT 6, an Official Plat a distance of 2,353.9 feet, more or less, to the northwest corner of Lot 135, PLAZA HILLS PLAT 5; thence easterly along the north lines of Lots 135 and 136, PLAZA HILLS PLAT 5, a distance of 342 feet, more or less, to the west right-of-way line of College Drive; thence southerly along the west right-of-way line of College Drive a distance of 254 feet, more or less, to the north right-of-way line of Harbach Boulevard; thence easterly along an easterly extension of the north right-of-way line of Harbach Boulevard a distance of 50 feet, more or less, to a point on the east right-of-way line of College Drive; thence southerly along the east right-of-way line of College Drive a distance of 33 feet, more or less, to the southwest corner of Lot 61, PLAZA HILLS PLAT 5; thence easterly along the south lines of PLAZA HILLS PLAT 5 and PLAZA HILLS PLAT 4, an Official Plat a distance of 1,577.5 feet, more or less, to the northwest corner of PROGRESSO PLAT 10, an Official Plat; thence southerly along the west lines of PROGRESSO PLAT 10 and MOTT PLACE, an Official Plat, a distance of 2,410.5 feet, more or less, to the southwest corner of Lot 25, MOTT PLACE; thence easterly along the south line of Lot 25, MOTT PLACE, a distance of 95 feet, more or less, to the northwest corner of Lot 27, MOTT PLACE; thence southerly along the west line of Lot 27, MOTT PLACE, a distance of 208 feet, more or less, to the north right-of-way line of University Avenue; thence easterly along the north right-of-way line of University Avenue a distance of 8.5 feet; thence south 00° 00' east a distance of 80.0 feet to the south right-of-way line of University Avenue; thence south 90° 00' east along the south right-of-way line of University Avenue a distance of 146.6 feet, to a point 40 feet south of and 21.9 feet east of the NW corner of the NE¹/₄ of the NE¹/₄ of Sec. 3, T. 78N, R. 25W; thence south 0° 00' east a distance of 10 feet; thence north 90° 00' east a distance of 22 feet; thence south 2° 18' east, 40 feet west of and parallel to the centerline of 73rd Street, a distance of 117.5 feet; thence southerly, 40.0 feet west of and parallel to the centerline of 73rd Street, along a curve concave westerly with a radius of 1,100.57 feet and an internal angle of 10° 15', with said curve tangent to the preceding and following courses, a distance of 196.89 feet; thence south 7° 57' west, 40 feet west of and parallel to the centerline of 73rd Street, a distance of 386 feet; thence south 6° 32' west, 40 feet west of and parallel to the centerline of 73rd Street, a distance of 220 feet; thence north 83°28' west, perpendicular to the centerline of 73rd Street, a distance of 28 feet; thence south 6° 32' west, 40 feet west of and parallel to the centerline of 73rd Street, a distance of 300 feet, more or less, to the northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence south 6° 32' west, 40 feet west of and parallel to the centerline of 73rd Street, a distance of 150 feet, more or less, to the southwesterly right-of-way line of the Chicago, Milwaukee, St. Paul and

Pacific Railroad Company; thence southerly and easterly along the west and south right-of-way lines of 73rd Street a distance of 293 feet, more or less, to the northwest corner of RANCHO GRANDE, an Official Plat; thence southerly along the west line of RANCHO GRANDE a distance of 1,003.7 feet, more or less, to a point which is 415.5 feet north of the southwest corner of RANCHO GRANDE; thence southeasterly a distance of 55 feet, more or less, to a point on the west line of Lot 13, RANCHO GRANDE, which point is 48 feet north of the southwest corner of Lot 13, RANCHO GRANDE; thence southeasterly a distance of 180 feet, more or less, to the southeast corner of Lot 15, RANCHO GRANDE; thence southeasterly a distance of 320 feet, more or less, to the northeast corner of Lot 25, RANCHO GRANDE; thence southeasterly a distance of 65 feet, more or less, to the northwest corner of Lot 26, RANCHO GRANDE; thence southeasterly to a point on the south line of Lot 29, RANCHO GRANDE, which point is 20 feet east of the southwest corner of Lot 29, RANCHO GRANDE; thence east along the south line of RANCHO GRANDE, and an extension thereof to the east, a distance of 614.4 feet, more or less, to the centerline of Eighth Street; thence northerly along the centerline of Eighth Street a distance of 99.7 feet to the centerline of Center Street; thence easterly along the centerline of Center Street a distance of 977.5 feet to the east line of Lot 44, JANET'S WOODS, an Official Plat; thence easterly along the centerline of Center Street a distance of 1,662.5 feet, more or less, to the point of beginning.

3.02 VOTING PRECINCTS. There are three election precincts, known as Windsor Heights 1, Windsor Heights 2, and Windsor Heights 3, within the corporate limits of the City for all purposes under the laws of the United States and the State of Iowa.

1. Boundaries – Windsor Heights 1. The boundaries of the voting precinct known as Windsor Heights 1 are as follows:

Commencing at the intersection of the centerline of 70th Street and the south right-of-way line of Hickman Road; thence east along the south right-of-way line of Hickman Road to the centerline of 63rd Street; thence south along the centerline of 63rd Street to the centerline of Colby Avenue; thence west along the centerline of Colby Avenue to the centerline of 70th Street; thence north along the centerline of 70th Street to the point of beginning.

2. Boundaries – Windsor Heights 2. The boundaries of the voting precinct known as Windsor Heights 2 are as follows:

Commencing at the intersection of the west corporate boundary line and the south right-of-way line of Hickman Road; thence east along the south right-of-way line of Hickman Road to the centerline of 70th Street; thence south along the centerline of 70th Street to the centerline of Colby Avenue; thence west along the centerline of Colby Avenue to the centerline of 73rd Street; thence south along the centerline of 73rd Street to the centerline of University Avenue to the west corporate boundary line; thence north along the west corporate boundary line to the point of beginning.

3. Boundaries – Windsor Heights 3. The boundaries of the voting precinct known as Windsor Heights 3 are as follows:

Commencing at the intersection of the centerline of 73rd Street and the centerline of Colby Avenue; thence east along the centerline of Colby Avenue to the centerline of 63rd Street; thence south along the centerline of 63rd Street to the centerline of Center Street; thence west along the centerline of Center Street to the south corporate boundary line to the west corporate boundary line; thence north along the west corporate boundary line to the centerline of University Avenue; thence east along the centerline of University Avenue to the centerline of 73rd Street; thence north along the centerline of 73rd Street to the point of beginning.

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CHAPTER 4

MUNICIPAL INFRACTIONS

4.01 Municipal Infraction
4.02 Environmental Violation
4.03 Penalties
4.04 Civil Citations

4.05 Alternative Relief
4.06 Alternative Penalties
4.07 Failure to Pay a Civil Citation
4.08 Habitual Offenders

4.01 MUNICIPAL INFRACTION. A violation of this Code of Ordinances or any ordinance or code herein adopted by reference or the omission or failure to perform any act or duty required by the same, with the exception of those provisions specifically provided under State law as a felony, an aggravated misdemeanor, or a serious misdemeanor, or a simple misdemeanor under Chapters 687 through 747 of the *Code of Iowa*, is a municipal infraction punishable by civil penalty as provided herein.[†]

(Code of Iowa, Sec. 364.22[3])

4.02 ENVIRONMENTAL VIOLATION. A municipal infraction which is a violation of Chapter 455B of the *Code of Iowa* or of a standard established by the City in consultation with the Department of Natural Resources, or both, may be classified as an environmental violation. However, the provisions of this section shall not be applicable until the City has offered to participate in informal negotiations regarding the violation or to the following specific violations:

(Code of Iowa, Sec. 364.22[1])

1. A violation arising from noncompliance with a pretreatment standard or requirement referred to in 40 C.F.R. §403.8.
2. The discharge of airborne residue from grain, created by the handling, drying, or storing of grain, by a person not engaged in the industrial production or manufacturing of grain products.
3. The discharge of airborne residue from grain, created by the handling, drying, or storing of grain, by a person engaged in such industrial production or manufacturing if such discharge occurs from September 15 to January 15.

4.03 PENALTIES. A municipal infraction is punishable by the following civil penalties:

(Code of Iowa, Sec. 364.22[1])

1. Standard Civil Penalties.
 - A. First offense – not to exceed \$750.00
 - B. Each repeat offense – not to exceed \$1,000.00

Each day that a violation occurs or is permitted to exist constitutes a repeat offense.

2. Special Civil Penalties.
 - A. A municipal infraction arising from noncompliance with a pretreatment standard or requirement, referred to in 40 C.F.R. §403.8, by an

[†] **EDITOR'S NOTE:** For criminal penalty for violations of this Code of Ordinances, see Section 1.14.

industrial user is punishable by a penalty of not more than \$1,000.00 for each day a violation exists or continues.

B. A municipal infraction classified as an environmental violation is punishable by a penalty of not more than \$1,000.00 for each occurrence. However, an environmental violation is not subject to such penalty if all of the following conditions are satisfied:

- (1) The violation results solely from conducting an initial startup, cleaning, repairing, performing scheduled maintenance, testing, or conducting a shutdown of either equipment causing the violation or the equipment designed to reduce or eliminate the violation.
- (2) The City is notified of the violation within twenty-four (24) hours from the time that the violation begins.
- (3) The violation does not continue in existence for more than eight (8) hours.

4.04 CIVIL CITATIONS. Any officer authorized by the City to enforce this Code of Ordinances may issue a civil citation to a person who commits a municipal infraction. A copy of the citation may be served by personal service as provided in Rule of Civil Procedure 1.305, by certified mail addressed to the defendant at defendant's last known mailing address, return receipt requested, or by publication in the manner as provided in Rule of Civil Procedure 1.310 and subject to the conditions of Rule of Civil Procedure 1.311. A copy of the citation shall be retained by the issuing officer, and the original citation shall be sent to the Clerk of the District Court. The citation shall serve as notification that a civil offense has been committed and shall contain the following information:

(Code of Iowa, Sec. 364.22[4])

1. The name and address of the defendant.
2. The name or description of the infraction attested to by the officer issuing the citation.
3. The location and time of the infraction.
4. The amount of civil penalty to be assessed or the alternative relief sought, or both.
5. The manner, location, and time in which the penalty may be paid.
6. The time and place of court appearance.
7. The penalty for failure to appear in court.
8. The legal description of the affected real property, if applicable.

If the citation affects real property and charges a violation relating to the condition of the property, including a building code violation, a local housing regulation violation, a housing code violation, or a public health or safety violation, after filing the citation with the Clerk of the District Court, the City shall also file the citation in the office of the County Treasurer.

4.05 ALTERNATIVE RELIEF. Seeking a civil penalty as authorized in this chapter does not preclude the City from seeking alternative relief from the court in the same action. Such alternative relief may include, but is not limited to, an order for abatement or injunctive relief.

(Code of Iowa, Sec. 364.22[8])

4.06 ALTERNATIVE PENALTIES. This chapter does not preclude a peace officer from issuing a criminal citation for a violation of this Code of Ordinances or regulation if criminal penalties are also provided for the violation. Nor does it preclude or limit the authority of the City to enforce the provisions of this Code of Ordinances by criminal sanctions or other lawful means.

(Code of Iowa, Sec. 364.22[11])

4.07 FAILURE TO PAY A CIVIL CITATION.

1. Delinquent Offenders. As used in this section, “delinquent offender” means any person that has at least one unpaid citation or municipal infraction of a violation of this Code of Ordinances that has remained unpaid for 120 days or more. It shall be a separate citable offense to be a delinquent offender of this Code. A delinquent offender administrative fee of thirty-five dollars (\$35.00) may be assessed against any such offender, which fee shall be in addition to any fine otherwise due pursuant to this Code.

2. Collection. A default in the payment of a fine or penalty, or any installment of a fine or penalty, may be collected by any means allowable for the collection of monetary judgments. The City Attorney and/or a private collection agent may be retained for the purpose of collecting any default in payment or any fine or penalty or installment of a fine or penalty, or any combination thereof. Any fees or costs incurred by the City with respect to attorneys or private agents retained under this section shall be charged to the offender.

3. Denial of Licenses and Permits. In addition to any other means provided by law, the City may collect any past due citation fine, late payment charge, costs, taxes, or fees by declining to issue or renew any license, permit, zoning variance, or other permission applied for by the responsible party under this Code of Ordinances until the responsible party pays such fine, charge, costs, taxes, and fees.

4.08 HABITUAL OFFENDERS. “Habitual offender” means any person that on at least three (3) occasions within a 12-month period has: (i) received a citation, either civil or criminal, of a violation of this Code of Ordinances; or (ii) has had abatement action initiated against any property the habitual offender owns. It shall be a separate citable offense to be a habitual offender of this Code. A habitual offender administrative fee of thirty-five dollars (\$35.00) may be assessed for each citation above three (3) issued to the same violator within any 12-month period, which fee shall be in addition to any fine otherwise due pursuant to this Code.

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4. Record. The Clerk shall keep a book, to be known as the “Record of Official Bonds” in which shall be recorded the official bonds of all City officers, elective or appointive.

(Code of Iowa, Sec. 64.24[3])

5.03 POWERS AND DUTIES. Each municipal officer shall exercise the powers and perform the duties prescribed by law and this Code of Ordinances, or as otherwise directed by the Council unless contrary to State law or City charter.

(Code of Iowa, Sec. 372.13[4])

5.04 GENERAL RESPONSIBILITY OF APPOINTED OFFICERS. The responsibility of appointed officers is as follows:

1. Council. The Mayor Pro Tem, City Administrator, City Attorney, and City Engineer shall be directly responsible to the Council.
2. City Administrator. All other appointed officers shall be directly responsible to the City Administrator.
3. Appointed Officers. All appointed officers shall be directly responsible for employees of the City under their direct control and supervision.

5.05 BOOKS AND RECORDS. All books and records required to be kept by law or ordinance shall be open to examination by the public upon request, unless some other provisions of law expressly limit such right or require such records to be kept confidential. Access to public records which are combined with data processing software shall be in accordance with policies and procedures established by the City.

(Code of Iowa, Sec. 22.2 & 22.3A)

5.06 TRANSFER TO SUCCESSOR. Each officer shall transfer to his or her successor in office all books, papers, records, documents and property in the officer’s custody and appertaining to that office.

(Code of Iowa, Sec. 372.13[4])

5.07 MEETINGS. All meetings of the Council, any board or commission, or any multi-membered body formally and directly created by any of the foregoing bodies shall be held in accordance with the following:

1. Notice of Meetings. Reasonable notice, as defined by State law, of the time, date, and place of each meeting and its tentative agenda shall be given.
- (Code of Iowa, Sec. 21.4)*
2. Meetings Open. All meetings shall be held in open session unless closed sessions are held as expressly permitted by State law.
- (Code of Iowa, Sec. 21.3)*
3. Minutes. Minutes shall be kept of all meetings showing the date, time and place, the members present, and the action taken at each meeting. The minutes shall show the results of each vote taken and information sufficient to indicate the vote of each member present. The vote of each member present shall be made public at the open session. The minutes shall be public records open to public inspection.

(Code of Iowa, Sec. 21.3)

4. Closed Session. A closed session may be held only by affirmative vote of either two-thirds of the body or all of the members present at the meeting and in accordance with Chapter 21 of the *Code of Iowa*.

(Code of Iowa, Sec. 21.5)

5. Cameras and Recorders. The public may use cameras or recording devices at any open session.

(Code of Iowa, Sec. 21.7)

6. Electronic Meetings. A meeting may be conducted by electronic means only in circumstances where such a meeting in person is impossible or impractical and then only in compliance with the provisions of Chapter 21 of the *Code of Iowa*.

(Code of Iowa, Sec. 21.8)

5.08 CONFLICT OF INTEREST. A City officer or employee shall not have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the City, unless expressly permitted by law. A contract entered into in violation of this section is void. The provisions of this section do not apply to:

(Code of Iowa, Sec. 362.5)

1. Compensation of Officers. The payment of lawful compensation of a City officer or employee holding more than one City office or position, the holding of which is not incompatible with another public office or is not prohibited by law.

(Code of Iowa, Sec. 362.5[3a])

2. Investment of Funds. The designation of a bank or trust company as a depository, paying agent, or for investment of funds.

(Code of Iowa, Sec. 362.5[3b])

3. City Treasurer. An employee of a bank or trust company, who serves as Treasurer of the City.

(Code of Iowa, Sec. 362.5[3c])

4. Stock Interests. Contracts in which a City officer or employee has an interest solely by reason of employment, or a stock interest of the kind described in subsection 8 of this section, or both, if the contracts are made by competitive bid in writing, publicly invited and opened, or if the remuneration of employment will not be directly affected as a result of the contract and the duties of employment do not directly involve the procurement or preparation of any part of the contract. The competitive bid qualification of this subsection does not apply to a contract for professional services not customarily awarded by competitive bid.

(Code of Iowa, Sec. 362.5[3e])

5. Newspaper. The designation of an official newspaper.

(Code of Iowa, Sec. 362.5[3f])

6. Existing Contracts. A contract in which a City officer or employee has an interest if the contract was made before the time the officer or employee was elected or appointed, but the contract may not be renewed.

(Code of Iowa, Sec. 362.5[3g])

7. Volunteers. Contracts with volunteer firefighters or civil defense volunteers.

(Code of Iowa, Sec. 362.5[3h])

8. Corporations. A contract with a corporation in which a City officer or employee has an interest by reason of stock holdings when less than five percent (5%)

of the outstanding stock of the corporation is owned or controlled directly or indirectly by the officer or employee or the spouse or immediate family of such officer or employee.

(Code of Iowa, Sec. 362.5[3i])

9. **Contracts.** Contracts made by the City upon competitive bid in writing, publicly invited and opened.

(Code of Iowa, Sec. 362.5[3d])

10. **Cumulative Purchases.** Contracts not otherwise permitted by this section, for the purchase of goods or services that benefit a City officer or employee, if the purchases benefiting that officer or employee do not exceed a cumulative total purchase price of fifteen hundred dollars (\$1,500.00) in a fiscal year.

(Code of Iowa, Sec. 362.5[3j])

11. **Franchise Agreements.** Franchise agreements between the City and a utility and contracts entered into by the City for the provision of essential City utility services.

(Code of Iowa, Sec. 362.5[3l])

12. **Third Party Contracts.** A contract that is a bond, note or other obligation of the City and the contract is not acquired directly from the City but is acquired in a transaction with a third party who may or may not be the original underwriter, purchaser, or obligee of the contract.

(Code of Iowa, Sec. 362.5[3m])

5.09 RESIGNATIONS. An elected officer who wishes to resign may do so by submitting the resignation in writing to the Clerk so that it shall be properly recorded and considered. A person who resigns from an elective office during the term for which that person is elected is not eligible for appointment to any City office if the office has been created or the compensation of the office has been increased during the term for which that member is elected. A person who resigns from an elective office is not eligible for appointment to the same office during the time for which the person was elected if, during that time, the compensation of the office has been increased.

(Code of Iowa, Sec. 372.13[9])

5.10 REMOVAL OF APPOINTED OFFICERS AND EMPLOYEES. Except as otherwise provided by State or City law, all persons appointed to City office or employment may be removed by the officer or body making the appointment, but every such removal shall be by written order. The order shall give the reasons, be filed in the office of the Clerk, and a copy shall be sent by certified mail to the person removed, who, upon request filed with the Clerk within thirty (30) days after the date of mailing the copy, shall be granted a public hearing before the Council on all issues connected with the removal. The hearing shall be held within 30 days after the date the request is filed, unless the person removed requests a later date.

(Code of Iowa, Sec. 372.15)

5.11 VACANCIES. A vacancy in an elective City office during a term of office shall be filled in accordance with Section 372.13[2] of the *Code of Iowa*.

5.12 GIFTS. Except as otherwise provided in Chapter 68B of the *Code of Iowa*, a public official, public employee or candidate, or that person's immediate family member, shall not, directly or indirectly, accept or receive any gift or series of gifts from a "restricted donor" as

defined in Chapter 68B and a restricted donor shall not, directly or indirectly, individually or jointly with one or more other restricted donors, offer or make a gift or a series of gifts to a public official, public employee or candidate.

(Code of Iowa, Sec. 68B.22)

5.13 DUTY TO DEFEND. The City shall defend any of its officers, employees and agents, whether elected or appointed, and shall save harmless and indemnify the officers and employees against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their employment or duties. However, the duty to save harmless and indemnify does not apply to awards of punitive damages. The duty to save harmless and indemnify does not apply and the City is entitled to restitution by an officer or employee if, in an action commenced by the City against the officer or employee, it is determined that the conduct of the officer or employee upon which the tort claim or demand was based constituted a willful and wanton act or omission. The duty to defend, save harmless, and indemnify shall apply whether or not the City is a party to the action and shall include but not be limited in cases arising under Title 42 of the United States Code. In the event the officer or employee fails to cooperate in the defense against the claim or demand, the City shall have a right of indemnification against that officer or employee.

(Code of Iowa, Sec. 670.8)

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CHAPTER 6
CITY ELECTIONS

6.01 Nominating Method to be Used
6.02 Nominations by Petition
6.03 Adding Name by Petition

6.04 Preparation of Petition and Affidavit
6.05 Filing, Presumption, Withdrawals, Objections
6.06 Persons Elected

6.01 NOMINATING METHOD TO BE USED. All candidates for elective municipal offices shall be nominated under the provisions of Chapter 45 of the *Code of Iowa*.

(Code of Iowa, Sec. 376.3)

6.02 NOMINATIONS BY PETITION. Nominations for elective municipal offices of the City may be made by nomination paper or papers signed by not less than twenty-five (25) eligible electors, residents of the City.

(Code of Iowa, Sec. 45.1)

6.03 ADDING NAME BY PETITION. The name of the candidate placed upon the ballot by any other method than by petition shall not be added by petition for the same office.

(Code of Iowa, Sec. 45.2)

6.04 PREPARATION OF PETITION AND AFFIDAVIT. Nomination papers shall include a petition and an affidavit of candidacy. The petition and affidavit shall be substantially in the form prescribed by the State Commissioner of Elections, shall include information required by *Code of Iowa*, and shall be signed in accordance with *Code of Iowa*.

(Code of Iowa, Sec. 45.3, 45.5 & 45.6)

6.05 FILING, PRESUMPTION, WITHDRAWALS, OBJECTIONS. The time and place of filing nomination petitions, the presumption of validity thereof, the right of a candidate so nominated to withdraw and the effect of such withdrawal, and the right to object to the legal sufficiency of such petitions, or to the eligibility of the candidate, shall be governed by the appropriate provisions of Chapter 44 of the *Code of Iowa*.

(Code of Iowa, Sec. 45.4)

6.06 PERSONS ELECTED. The candidates who receive the greatest number of votes for each office on the ballot are elected, to the extent necessary to fill the positions open.

(Code of Iowa, Sec. 376.8[3])

(Ch. 6 – Ord. 16-06 – Aug. 16 Supp.)

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CHAPTER 7

FISCAL MANAGEMENT

7.01 Purpose

7.02 Finance Officer

7.03 Cash Control

7.04 Fund Control

7.05 Operating Budget Preparation

7.06 Budget Amendments

7.07 Accounting

7.08 Financial Reports

7.09 Purchasing Procedures

7.01 PURPOSE. The purpose of this chapter is to establish policies and provide for rules and regulations governing the management of the financial affairs of the City.

7.02 FINANCE OFFICER. The City Finance Director/Treasurer is the finance and accounting officer of the City and is responsible for the administration of the provisions of this chapter.

7.03 CASH CONTROL. To assure the proper accounting and safe custody of moneys, the following shall apply:

1. Deposit of Funds. All moneys or fees collected for any purpose by any City officer shall be deposited through the office of the Finance Director. If any said fees are due to an officer, they shall be paid to the officer by check drawn by the Finance Director and approved by the Council only upon such officer's making adequate reports relating thereto as required by law, ordinance, or Council directive.

2. Deposits and Investments. All moneys belonging to the City shall be promptly deposited in depositories selected by the Council in amounts not exceeding the authorized depository limitation established by the Council or invested in accordance with the City's written investment policy and State law, including joint investments as authorized by Section 384.21 of the *Code of Iowa*.

(Code of Iowa, Sec. 384.21, 12B.10, 12C.1)

3. Petty Cash Fund. The Finance Director shall be custodian of a petty cash fund for the payment of small claims for minor purchases, collect-on-delivery transportation charges, and small fees customarily paid at the time of rendering a service, for which payments the Finance Director shall obtain some form of receipt or bill acknowledged as paid by the vendor or agent. At such time as the petty cash fund is approaching depletion, the Finance Director shall draw a check for replenishment in the amount of the accumulated expenditures and said check and supporting detail shall be submitted to the Council as a claim in the usual manner for claims and charged to the proper funds and accounts. It shall not be used for salary payments or other personal services or personal expenses.

7.04 FUND CONTROL. There shall be established and maintained separate and distinct funds in accordance with the following:

1. Revenues. All moneys received by the City shall be credited to the proper fund as required by law, ordinance, or resolution.

2. Expenditures. No disbursement shall be made from a fund unless such disbursement is authorized by law, ordinance, or resolution, was properly budgeted, and supported by a claim approved by the Council.

3. Debt Service Fund. Except where specifically prohibited by State law, moneys may be transferred from any other City fund to the Debt Service Fund to meet payments of principal and interest. Such transfers must be authorized by the original budget or a budget amendment.

(IAC, 545-2.5[384,388] Sec. 2.5[3])

4. Capital Improvements Reserve Fund. Except where specifically prohibited by State law, moneys may be transferred from any City fund to the Capital Improvements Reserve Fund. Such transfers must be authorized by the original budget or a budget amendment.

(IAC, 545-2.5[384,388] Sec. 2.5[4])

5. Utility and Enterprise Funds. A surplus in a Utility or Enterprise Fund may be transferred to any other City fund, except the Road Use Tax Fund, by resolution of the Council. A surplus may exist only after all required transfers have been made to any restricted accounts in accordance with the terms and provisions of any revenue bonds or loan agreements relating to the Utility or Enterprise Fund. A surplus is defined as the cash balance in the operating account or the unrestricted retained earnings calculated in accordance with generally accepted accounting principles in excess of:

A. The amount of the expense of disbursements for operating and maintaining the utility or enterprise for the preceding three months, and

B. The amount necessary to make all required transfers to restricted accounts for the succeeding three months.

(IAC, 545-2.5[384,388], Sec. 2.5[5])

6. Balancing of Funds. Fund accounts shall be reconciled at the close of each month and a report thereof submitted to the Council.

7.05 OPERATING BUDGET PREPARATION. The annual operating budget of the City shall be prepared in accordance with the following:

1. Proposal Prepared. The Finance Director is responsible for preparation of the annual budget detail, for review by the City Administrator, Mayor, and Council and adoption by the Council in accordance with directives of the Mayor and Council.

2. Boards and Commissions. All boards, commissions, and other administrative agencies of the City that are authorized to prepare and administer budgets must submit their budget proposals to the Finance Director for inclusion in the proposed city budget at such time and in such form as required by the Council.

3. Submission to Council. The Finance Director shall submit the completed budget proposal to the Council no later than February 15 of each year.

4. Council Review. The Council shall review the proposed budget and may make any adjustments in the budget which it deems appropriate before accepting such proposal for publication, hearing, and final adoption.

5. Notice of Hearing. Upon adopting a proposed budget, the Council shall set a date for public hearing thereon to be held before March 15 and cause notice of such hearing and a summary of the proposed budget to be published not less than ten (10)

or more than twenty (20) days before the date established for the hearing. Proof of such publication must be filed with the County Auditor.

(Code of Iowa, Sec. 384.16[3])

6. Copies of Budget on File. Not less than twenty (20) days before the date that the budget must be certified to the County Auditor and not less than ten (10) days before the public hearing, the Finance Director shall make available a sufficient number of copies of the detailed budget to meet the requests of taxpayers and organizations and have them available for distribution at the offices of the Mayor and City Clerk and have a copy posted at one of the places designated for the posting of notices.

(Code of Iowa, Sec. 384.16[2])

7. Adoption and Certification. After the hearing, the Council shall adopt, by resolution, a budget for at least the next fiscal year and the Finance Director shall certify the necessary tax levy for the next fiscal year to the County Auditor and the County Board of Supervisors. The tax levy certified may be less than, but not more than, the amount estimated in the proposed budget. Two copies each of the detailed budget as adopted and of the tax certificate must be transmitted to the County Auditor.

(Code of Iowa, Sec. 384.16[5])

7.06 BUDGET AMENDMENTS. A City budget finally adopted for the following fiscal year becomes effective July 1 and constitutes the City appropriation for each program and purpose specified therein until amended as provided by this section.

(Code of Iowa, Sec. 384.18)

1. Program Increase. Any increase in the amount appropriated to a program must be prepared, adopted, and subject to protest in the same manner as the original budget.

(IAC, 545-2.2[384, 388])

2. Program Transfer. Any transfer of appropriation from one program to another must be prepared, adopted, and subject to protest in the same manner as the original budget.

(IAC, 545-2.3[384, 388])

3. Activity Transfers. Any transfer of appropriation from one activity to another activity within a program must be approved by resolution of the Council.

(IAC, 545-2.4[384, 388])

4. Administrative Transfers. The Finance Director shall have the authority to adjust, by transfer or otherwise, the appropriations allocated within a specific activity without prior Council approval.

(IAC, 545-2.4[384, 388])

7.07 ACCOUNTING. The accounting records of the City shall consist of not less than the following:

1. Books of Original Entry. There shall be established and maintained books of original entry to provide a chronological record of cash received and disbursed.

2. General Ledger. There shall be established and maintained a general ledger controlling all cash transactions, budgetary accounts and for recording unappropriated surpluses.

3. Checks. Checks shall be prenumbered and, following Council approval, signed in accordance with the following, except as provided by subsection 5 hereof.
 - A. Payroll checks shall be signed by the Finance Director and the Mayor, the Mayor Pro Tem or City Administrator. Each check must be signed by any combination of the aforementioned that included one elected and one appointed official. Checks may be electronic in nature.
 - B. Other checks shall be signed by the Finance Director and Mayor or Mayor Pro Tem. Checks may be electronic in nature.
4. Budget Accounts. There shall be established such individual accounts to record receipts by source and expenditures by program and activity as will provide adequate information and control for budgeting purposes as planned and approved by the Council. Each individual account shall be maintained within its proper fund and so kept that receipts can be immediately and directly compared with revenue estimates and expenditures can be related to the authorizing appropriation. No expenditure shall be posted except to the appropriation for the function and purpose for which the expense was incurred.
5. Immediate Payment Authorized. The Council may by resolution authorize the Finance Director to issue checks for immediate payment of amounts due, which if not paid promptly would result in loss of discount, penalty for late payment or additional interest cost. Any such payments made shall be reported to the Council for review and approval with and in the same manner as other claims at the next meeting following such payment. The resolution authorizing immediate payment shall specify the type of payment so authorized and may include but is not limited to payment of utility bills, contractual obligations, payroll and bond principal and interest.
6. Utilities. The Finance Director shall perform and be responsible for accounting functions of the municipally owned utilities.

7.08 FINANCIAL REPORTS. The Finance Director shall prepare and file the following financial reports:

1. Monthly Reports. There shall be submitted to the Council each month a report showing the activity and status of each fund, program, sub-program, and activity for the preceding month.
2. Annual Report. Not later than December 1 of each year there shall be published an annual report containing a summary for the preceding fiscal year of all collections and receipts, all accounts due the City, and all expenditures, the current public debt of the City, and the legal debt limit of the City for the current fiscal year. A copy of the annual report must be filed with the Auditor of State not later than December 1 of each year.

(Code of Iowa, Sec. 384.22)

7.09 PURCHASING PROCEDURES.

1. Competitive Bids. The City will observe State of Iowa bidding requirements as outlined in the *Code of Iowa*.
2. Contracts. Contracts exceeding \$5,000.00 will be presented to the City Council for consideration.

3. Change Orders under \$10,000. The Finance Director may authorize a change order for an additional unit of material, equipment, or service under \$10,000.00 to an existing or recent purchase order previously approved by Council, if the circumstances requiring the change order were unforeseen or unanticipated, and the Finance Director certifies that the low compliant bidder agrees to hold the same price per unit open to allow the City to make the additional purchase, and the change order is limited to 10% of the original contract price.

4. Annual Purchase Agreements. The Finance Director is hereby expressly authorized to enter into annual purchase agreements for the purchase of materials, equipment, supplies, or services that are consistently needed by City departments, that because of the type of materials, equipment, supplies, or services or unknown required quantity of the materials, equipment, supplies, or services a purchase agreement for a fixed amount is not reasonable or cost efficient. Such annual purchase agreements shall state that the Finance Director may purchase necessary materials, equipment, supplies, or services with the successful bidder for that particular material, equipment, supplies, or services at the determined price as needed by the City. Such annual purchase agreements shall, as much as possible, be negotiated or rebid annually.

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CHAPTER 8
URBAN RENEWAL

EDITOR'S NOTE		
The following ordinances, not codified herein and specifically saved from repeal, have been adopted establishing Urban Renewal Areas in the City and remain in full force and effect.		
ORDINANCE NO.	ADOPTED	NAME OF AREA
16-10	November 7, 2016	Second Amended and Restated Urban Renewal Area

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CHAPTER 9

HOTEL-MOTEL TAX

9.01 Definitions
9.02 Tax Imposed

9.03 Tax Exemption
9.04 Collection and Use

9.01 DEFINITIONS. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms have, for the purpose of this chapter, the following meanings:

1. “Extended stay hotel or motel” means any structure consisting of one or more buildings, with more than five specific dwelling units with provisions for living, eating, contain kitchen facilities for food preparation including, but not limited to, refrigerators, stoves, and ovens, sanitation, separate bathroom and kitchen sink, and sleeping in each unit, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary residence is offered for pay to persons, for a minimum stay of more than thirty days and a maximum stay of ten months within the dwelling units at the structure, that is approved pursuant to a valid certificate of occupancy issued by the building official having jurisdiction as having all of the required dwelling unit features, and for which such valid certificate of occupancy indicates the specific rooms within the structure that can be used as dwelling units, and that is approved by the Fire Marshal for extended stay temporary residence purposes. Each room shall be a minimum of 275 square feet in area, exclusive of bathroom, closet, or balcony space. Weekly services for each dwelling unit of linen change, towel change, soap change, general cleanup, and a registration lobby staffed on a 12-hour daily basis and 24-hour daily registration and emergency phone number are provided by the management. Each extended stay dwelling unit and facilities are subject to the City’s rental inspection outlined in Chapter 156 of this Code of Ordinances (Rental Housing Code). For the purposes of parking requirements, extended stay hotel or motels will have to meet the Multi-Family Residential parking requirements.
2. “Hotel” means one or more buildings containing 20 or more guest rooms, with such rooms being designed or intended to be used, or which are used as temporary or overnight accommodations for guests in which daily services of linen change, central telephone switchboard, towel change, soap change, general cleanup, and a registration lobby staffed on a 24-hour daily basis are provided by the management. Each room shall be a minimum of 250 square feet in area, exclusive of bathroom, closet, or balcony space. No room may be used by the same person or persons for a period exceeding 30 days per year. Access to all rooms shall be provided through one or more common entrances. Accessory uses are encouraged and permitted accessory uses include restaurants, cocktail lounges, banquet halls, ballrooms, or meeting rooms.
3. “Lodging” means rooms, apartments, or sleeping quarters in a hotel, motel, inn, public lodging house, rooming house, extended stay hotel or motel, or manufactured or mobile home which is tangible personal property, or in a tourist court, or in any place where sleeping accommodations are furnished to transient guests for rent, whether with or without meals. Lodging does not include rooms that are not used for sleeping accommodations.

4. “Motel” means a building or group of buildings containing dwelling units, intended to be used or which are used as temporary or overnight accommodations for guests, in which daily services of linen change, central telephone switchboard, towel change, soap change, general cleanup, and a registration lobby staffed on a 12-hour daily basis and 24-hour daily registration and emergency phone number are provided by the management. Each room shall be a minimum of 250 square feet in area, exclusive of bathroom, closet, or balcony space. No room may be used by the same person or persons for a period exceeding 30 days per year. Each living or sleeping unit shall have an individual entrance from outside the building. Living or sleeping units may be equipped with cooking facilities. Parking close to the entrance of each living or sleeping unit should be made available.

5. “Renting” or “rent” means a transfer of possession or control of lodging for a fixed or indeterminate term for consideration and includes any kind of direct or indirect charge for such lodging or its use.

6. “Sales price” means the consideration for renting of lodging and means the same as the term is defined in Section 423.1 of the *Code of Iowa*.

All other words and phrases used in this chapter have the meaning provided by this Code of Ordinances or, if unavailable, by Section 423.1 of the *Code of Iowa*.

9.02 TAX IMPOSED. There is hereby imposed a seven percent (7%) local hotel and motel tax upon the sales price from the renting of lodging within the City.

9.03 TAX EXEMPTION. There is exempted from the provisions of this chapter and from the computation of any amount of tax imposed by Section 9.02 all of the following:

1. The sales price from the renting of lodging which is rented by the same person for a period of more than 31 consecutive days.
2. The sales price of lodging furnished to the guests of a religious institution if the property is exempt under Section 427.1, subsection 8, of the *Code of Iowa*, and the purpose of renting is to provide a place for a religious retreat or function and not a place for transient guests generally.
3. The sales price from the renting of sleeping rooms in dormitories and in memorial unions at all universities and colleges located in the City.
4. Pursuant to Section 427.1 of the *Code of Iowa*, the sales price of lodging furnished to the guests of eligible religious institution if the purpose of renting is to provide a place for a religious retreat or function and not a place for transient guest generally.

9.04 COLLECTION AND USE. The tax imposed in this chapter shall be remitted by the person or company liable for same to the State Director of Revenue in the manner required by State law, and the proceeds of such tax shall be used for the purposes stated in Section 423A.7(4) of the *Code of Iowa*, to-wit:

4. The revenue derived from any hotel and motel tax authorized by Section 423A.4 shall be used as follows:

- a. Each county or city which levies the tax shall spend at least fifty percent of the revenues derived therefrom for the acquisition of sites for, or constructing, improving, enlarging, equipping, repairing, operating, or maintaining of recreation, convention, cultural,

or entertainment facilities including but not limited to memorial buildings, halls and monuments, civic center convention buildings, auditoriums, coliseums, and parking areas or facilities located at those recreation, convention, cultural, or entertainment facilities or the payment of principal and interest, when due, on bonds or other evidence of indebtedness issued by the county or city for those recreation, convention, cultural, or entertainment facilities; or for the promotion and encouragement of tourist and convention business in the city or county and surrounding areas.

b. The remaining revenues may be spent by the city or county which levies the tax for any city or county operations authorized by law as a proper purpose for the expenditure within statutory limitations of city or county revenues derived from ad valorem taxes.

c. Any city or county which levies and collects the local hotel and motel tax authorized by Section 423A.4 may pledge irrevocably an amount of the revenues derived therefrom for each of the years the bonds remain outstanding to the payment of bonds which the city or county may issue for one or more of the purposes set forth in paragraph a. Any revenue pledged to the payment of such bonds may be credited to the spending requirement of paragraph a.

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CHAPTER 10

DEFERRED COMPENSATION FOR CITY EMPLOYEES

10.01 Definitions

10.02 Designation of Companies

10.03 Purchase of Deferred Compensation Contract

10.04 Administration

10.05 Designation of Beneficiary

10.06 Deferral of Compensation

10.07 Payment of Benefits

10.08 Borrowing from Account

10.01 DEFINITIONS. For the purposes of this chapter, the following terms have the meanings ascribed herein:

1. “Employee” means any person employed by the City on a non-temporary basis and who is required to work a minimum of thirty (30) hours per week. The term includes the City Administrator, Chief of Police, and Fire Chief, but does not include any elected or appointed officials.
2. “Beneficiary” means any person designated by an employee to receive a retirement, death, or other benefit under the provisions of a deferred compensation contract.
3. “Compensation” means all wages or salaries to be paid by the City to an employee.
4. “Contracting company” means each insurance company designated by the Council from which an employee may purchase an individual deferred compensation contract.
5. “Deferred compensation” means that portion of an employee’s includible compensation which a participant has elected to defer in accordance with Section 457 of the Internal Revenue Code.
6. “Participation agreement” means the agreement or agreements by which the City and the employee agree that a portion of the employee’s compensation will be deferred.
7. “Separation of service” means the termination of an employee’s service with the City on account of death, retirement, or separation from service for causes other than death or retirement.
8. “Unforeseeable emergency” means a severe financial hardship to the participant resulting from a sudden and unexpected illness or accident of the participant’s dependent, loss of the participant’s property due to casualty or other extraordinary and unforeseeable circumstances arising as a result of events beyond the participant’s control, as determined by the City Administrator.

10.02 DESIGNATION OF COMPANIES. The Council shall by resolution designate one or more companies from which an employee may choose to acquire an individual deferred payment contract. Only a company authorized to do business in the State shall be eligible for designation hereunder.

10.03 PURCHASE OF DEFERRED COMPENSATION CONTRACT. At the request of an employee, the Council shall enter into a contractual agreement with a company

designated by the Council acquiring an individual deferred corporation contract. Each request for participation made by an employee shall be on a form approved by the City Administrator. The employee and the City shall thereafter execute a participation agreement setting forth the company designated by the employee and the amount of compensation to be deferred each pay period.

10.04 ADMINISTRATION. The City Administrator shall administer the deferred compensation program with advice from the City Attorney. The City Administrator shall adopt such forms and agreements as are necessary to facilitate the administration of this program. The City Administrator shall be empowered to sign each deferred compensation contract as the City's authorized representative.

10.05 DESIGNATION OF BENEFICIARY. Each employee participating in the deferred compensation program shall designate one or more persons to receive any retirement, death, or other benefit paid under the provisions of the program. Such designation must be on a form approved by the City Administrator and signed by the employee. If a participant dies without designating one or more beneficiaries, all payments shall be made to the properly appointed fiduciary of the employee's probate estate.

10.06 DEFERRAL OF COMPENSATION. The City shall withhold each employee's deferred compensation from each pay period and remit that sum once each month to the company designated by the employee. The minimum amount which may be withheld during each pay period is \$12.50.

10.07 PAYMENT OF BENEFITS. Any payment of benefits to an employee or former employee shall be made in accordance with the terms and conditions of the contract entered into between the City and the company issuing the contract. Payments may be made following separation of service in accordance with the terms of the deferred compensation contract and federal law.

10.08 BORROWING FROM ACCOUNT. Participating employees may borrow money from their deferred compensation accounts by submitting loan requests directly to the contracting company.

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