



## **AGENDA**

### **REGULAR MEETING OF THE WINDSOR HEIGHTS CITY COUNCIL**

**Monday, May 3, 2021 - 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 Hearings:**
  - A. Public Hearing on Ordinance No. 21-03 - An Ordinance Amending Chapter 174.08 of the Windsor Heights Code of Ordinances Relating to Parking for Personal and Recreational Vehicles
  - B. Consideration of the First Reading of Ordinance No. 21-03 - An Ordinance Amending Chapter 174.08 of the Windsor Heights Code of Ordinances Relating to Parking for Personal and Recreational Vehicles
  - C. Public Hearing on Ordinance No. 21-04 - An Ordinance Amending Chapter 97.01 of the Windsor Heights Code of Ordinances Relating to Storm Water - Sump Pump Connections
  - D. Consideration of the First Reading of Ordinance No. 21-04 - An Ordinance Amending Chapter 97.01 of the Windsor Heights Code of Ordinances Relating to Storm Water - Sump Pump Connections
4. **Public Forum:** This is time set aside for comments from the public on topics of City business other than those listed on the agenda. No action may be taken. Please come to the podium, state your name and address for the record and keep your comments to no more than 5 minutes.
5. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
  - A. Approve Minutes of the Regular Council Meeting on April 19, 2021
  - B. Approve Payment of Claims
6. **New Business:**
  - A. Discussion of North Walnut Creek Bank Stabilization Study - Justin Ernst - Bolton & Menk
  - B. Consideration of Agreement with JEO Consulting Group not to Exceed \$157,380 for

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.

the Performance of a Flood Reduction and Resiliency Analysis and Authorize the Mayor to Sign all Documents Related to this Action

- C. Consideration of Resolution No. 2021-20 - A Resolution Setting Time and Place for a Public Hearing on Proposed Budget Amendment for Fiscal Year 2020/2021 for the City of Windsor Heights

7. **Reports:**

- A. Mayor and Council Reports and Committee Updates
- B. Administration Report

8. **Adjourn to Council Work Session Immediately Following the Regular Council Meeting Via Zoom**

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**

May 3, 2021

TO: CITY COUNCIL

FROM: Chad McCluskey, Public Safety Director

SUBJECT: Public Hearing on Ordinance No. 21-03 - An Ordinance Amending Chapter 174.08 of the Windsor Heights Code of Ordinances Relating to Parking for Personal and Recreational Vehicles

**GENERAL INFORMATION**

Public Hearing on Ordinance No. 21-03

**SUMMARY**

**ATTACHMENTS**

None



**STAFF REPORT  
CITY COUNCIL**

May 3, 2021

**TO:** CITY COUNCIL

**FROM:** Chad McCluskey, Public Safety Director

**SUBJECT:** Consideration of the First Reading of Ordinance No. 21-03 - An Ordinance Amending Chapter 174.08 of the Windsor Heights Code of Ordinances Relating to Parking for Personal and Recreational Vehicles

**GENERAL INFORMATION**

In July, 2020 City Code 174.08 was amended to define surface types allowed for parking of boats and recreational vehicles within the City. As part of the revision, a line was struck from 174.08(3)(F)(1) requiring boats over 16-foot in length be parked on a surface be “connected by a paved surface to a dedicated public right-of-way and/or alley.”

Recently, a resident asked for clarification on why the City Code requires boats under 16-foot to be on a surface of at least equal length and width to the boat, while boats over 16-foot in length do not have similar requirements.

While conducting a review on the Code and the edits, Chief McCluskey found the discrepancy resulting from the Code amendment from July of 2020. When the last line of 174.08(3)(F)(1) was struck, the discrepancy was inadvertently created.

As a result, Chief McCluskey took a comprehensive look at 174.08 and found other duplicative or unclear sentences. Chief McCluskey completed a thorough review of the entire section and recommends further amendment to 174.08(3)(F) to provide continuity and additional clarification to the Code. The intent of Council in the July, 2020 revision and the intent of the Code has not changed, rather these changes clarify those changes.

**SUMMARY**

The recommended changes are redlined in the attached copy of City Code section 174.08

**ATTACHMENTS**

1. Ordinance No. 21-03- An Ordinance Amending Chapter 174.08
2. 174.08 RedLines

**ORDINANCE NO. 21-03**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY AMENDING CITY CODE CHAPTER 174.08 RELATED TO PARKING FOR PERSONAL AND RECREATIONAL VEHICLES**

**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's Public Safety Director reviewed Chapter 174.08 and proposed changes to Chapter 174.08 and recommended approval of the same; and

**WHEREAS**, the City Council of the City of Windsor Heights do hereby find and declare that the amendments to Chapter 174.08 are necessary and will promote the public health, safety, general welfare and aesthetics 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 174.08 of the Windsor Heights Code of Ordinances related to parking for personal and recreational vehicles.

**SECTION 2. Amended.** Chapter 174.08 of the Windsor Heights Code of Ordinances – Parking for Personal and Recreational Vehicles, is amended as reflected in the attached Exhibit A.

**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 \_\_\_\_\_, 2021.

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Dave Burgess, Mayor

(SEAL)

ATTEST:

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Travis Cooke, City Clerk

1st Reading:

2nd Reading:

3rd Reading:

Publish Date:

## 174.08 PARKING FOR PERSONAL AND RECREATIONAL VEHICLES.

1. Applicability. This section permits the parking of personal vehicles on a single lot in a residential district subject to specific conditions. Personal vehicles include: passenger cars; vans; pickup trucks, recreational vehicles, camper shells, toppers, and other similar ~~appurtenances-items~~ intended for attachment to a personal vehicle; trailers under 20 feet in length; and boats. Trucks, tractor cab units, trailers longer than 20 feet, ~~recreational vehicles~~, and vehicles over 2.5 tons gross empty weight shall be defined as heavy commercial vehicles.

### 2. Location of Parking.

A. Parking is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.

B. Parking of personal vehicles is permitted on a paved driveway (outside of an enclosed structure) within the front yard setback, but shall in no case encroach upon the public right-of-way.

C. Parking of personal vehicles may occur in the rear yard setback (outside of an enclosed structure and not on the front yard paved driveway) if such parking meets the following conditions:

(1) The parking space is provided on a surface consisting of asphalt, concrete, brick, or paving stones made of one of the aforementioned substances. Parking is prohibited on gravel, regrid, crushed concrete/asphalt, sand, dirt, grass or other surfaces not mentioned in this section.

(2) The parking surface shall be no less than the overall length and width of the vehicle parked on the surface.

(23) The parking surface ~~does~~ shall not exceed the maximum impervious coverage limit for the lot.

~~(3) Any vehicle weighing two thousand (2000) pounds or more shall only be parked on a surface which is, at a minimum, as large as the vehicle parked upon the surface.~~

~~ED. In areas not zoned for commercial use, parking of vehicles on private property for the purpose of sale of such vehicle is prohibited.~~

~~ED. Heavy commercial vehicles, including tractor cab units weighing more than 2.5 tons gross empty weight, ~~and recreational vehicles~~ shall not be parked on any lot within the R1, R2, R3, R4 and MH residential zoning districts, ~~except as provided below.~~ Recreational vehicles meeting the definition of heavy commercial vehicles shall only be allowed on any lot within the R1, R2, R3, R4 and MH residential zoning districts if they comply with the special provisions listed below.~~

~~E. In areas not zoned for commercial use, parking of vehicles on private property for the purpose of sale of such vehicle is prohibited.~~

3. Special Provisions for Recreational Vehicles and Boats. Parking and storage of recreational vehicles and boats within residential districts is subject to the following additional conditions. These conditions are in addition to those requirements for the parking of personal vehicles.

A. Recreational vehicles and boats must be maintained in a clean, well-kept state.

B. Recreational vehicles and boats equipped with liquefied petroleum gas containers must ensure that such containers ~~must~~ meet the current standards of the Interstate Commerce Commission, the United States Department of Transportation, or the American Society of Mechanical Engineers. Any valves must be closed at all times ~~that~~ the vehicle is not in preparation for immediate use. Leaks in containers must be repaired immediately.

C. Recreational vehicles may be used as temporary housing by non-paying guests for a maximum of three consecutive days or and no more than 14 days total during any calendar year. Cooking in the recreational vehicle is prohibited at all times.

D. Recreational vehicles and boats may not be permanently connected to utility lines.

E. Recreational vehicles and boats may not be used for the storage of goods, materials, or equipment other than those items which pertain to the use of the vehicle.

F. If at all physically feasible on a lot, recreational vehicles and boats shall be parked outside of required front yard and street side yard setbacks.

~~\_\_\_ and such parking shall meet the following conditions:~~

~~—— (1) For all boats equal to or exceeding 16 feet in length, the parking space is provided on a surface consisting of asphalt, concrete, brick, or paving stones made of one of the aforementioned substances. Parking is prohibited on gravel, regrind, crushed concrete/asphalt, sand, dirt, grass or other surfaces not mentioned in this section.~~

~~—— (2) For all boats less than 16 feet in length, the parking space provided is a separate or stand-alone surface meeting the requirements of Section 1 above, with its width equal to or exceeding the width of the boat and with its length equal to or exceeding the length of the boat.~~

~~—— (3) For all other recreational vehicles, the parking space is provided on a surface consisting of asphalt, concrete, brick, or paving stones made of one of the aforementioned substances. Parking is prohibited on gravel, regrind, crushed concrete/asphalt, sand, dirt, grass or other surfaces not mentioned in this section.~~

~~—— (4) The parking surface does not exceed the maximum impervious coverage limit for the lot.~~

G. No more than two recreational vehicles and/or boats may be parked on a single property at any one time. Any recreational vehicle or boat parked on a property must be owned in whole or in part by the resident of the property.



**STAFF REPORT  
CITY COUNCIL**

May 3, 2021

TO: CITY COUNCIL

FROM: Dennis Durham, City Administrator

SUBJECT: Public Hearing on Ordinance No. 21-04 - An Ordinance Amending Chapter 97.01 of the Windsor Heights Code of Ordinances Relating to Storm Water - Sump Pump Connections

**GENERAL INFORMATION**

Public Hearing on Ordinance No. 21-04

**SUMMARY**

**ATTACHMENTS**

None



**STAFF REPORT  
CITY COUNCIL**

May 3, 2021

**TO:** CITY COUNCIL

**FROM:** Dennis Durham, City Administrator

**SUBJECT:** Consideration of the First Reading of Ordinance No. 21-04 - An Ordinance Amending Chapter 97.01 of the Windsor Heights Code of Ordinances Relating to Storm Water - Sump Pump Connections

**GENERAL INFORMATION**

At the regular meeting of April 5, 2021, the Council discussed amending Chapter 97.01 addressing storm water. The issue at hand is drainage of a private sump pump onto city streets potentially causing a nuisance among neighboring properties and the City's storm water system. Council asked that a proposed amendment be developed and presented for consideration.

**SUMMARY**

Noteworthy additions to 97.01 include:

4. Connection Required. The City may, at its sole discretion, require that a property owner connect a sump pump drain to the storm sewer or to a collector line when provided by the City or a developer when it is within twenty-five (25) feet of the property owner's property.
5. Nuisance. The failure of a property owner to cause storm water and/or sump pump drainage to drain in accordance with this Chapter shall be a nuisance. Upon determination that a nuisance exists, in addition to any other remedies available at law, the Superintendent or their designee may require a property owner to connect a sump pump water discharge hose or other device for storm water runoff to a dedicated City drain tile or storm sewer system, provided such drain tile or storm sewer system is located within twenty-five (25) feet of the property causing the nuisance.
6. Connections Made by City. In the event the property owner fails to comply with a connection requirement pursuant to this Chapter, the City may proceed to have such connections made under the supervision and direction of the Superintendent, and keep an accurate account of the expenses incurred. The City Clerk shall send a statement of the total expense incurred, by certified mail, to the last known address of the property owner who has failed to abide by the notice to connect. If the amount shown on the statement is not paid within 30 days of mailing, the cost and expense of putting in connections by the City as provided herein shall be levied as a

special tax against the property abutting or adjacent thereto and the method of estimating, assessing, levying, and collecting the tax shall be the same as that prescribed for general taxes.

**ATTACHMENTS**

1. Ordinance No. 21-04- An Ordinance Amending Chapter 97.01 Relating to Storm Water
2. 21.04.12 Chapter 97.01 revisions

**ORDINANCE NO. 21-04**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY AMENDING CITY CODE CHAPTER 97.01 RELATED TO STORM WATER**

**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 Attorney reviewed Chapter 97.01 at the request of the Council and recommended approval of the same; and

**WHEREAS**, the City Council of the City of Windsor Heights do hereby find and declare that the amendments to Chapter 97.01 are necessary and will promote the public health, safety, general welfare and aesthetics 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 97.01 of the Windsor Heights Code of Ordinances related to storm water.

**SECTION 2. Amended.** Chapter 97.01 of the Windsor Heights Code of Ordinances – Storm Water, is amended as reflected in the attached Exhibit A.

**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 \_\_\_\_\_, 2021.

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Dave Burgess, Mayor

(SEAL)

ATTEST:

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Travis Cooke, City Clerk

1st Reading:

2nd Reading:

3rd Reading:

Publish Date:

## 97.01 STORM WATER.

1. Drainage Required. Roofs, paved areas, yards, courts, courtyards, ~~and~~ areaways, and sump pump drainage shall be drained into a storm sewer when such a storm sewer is ~~abutting~~ within twenty-five (25) feet of the property, or otherwise available as required by the Superintendent. Such drainage may be discharged into a combined sewer system where such a system is available and where not prohibited by the administrative authority having jurisdiction.

2. Prohibited Drainage. Storm water runoff, roof runoff, ~~and~~ subsurface drainage, and sump pump drainage shall not be drained:

A. Into sewers intended for sanitary sewage only;

B. Within ten (10) feet of the property line or any public right-of-way; or

A.C. Onto any publicly-owned street or alley.

2.3. Disposal of Subsurface Drainage and Storm Water. Where a storm sewer is not available, the disposition of storm water and subsurface drainage shall be as follows:

A. For one- and two-family dwellings, to sump and pump to grade or drywell seepage pit as shown in the illustration of proper disposal of subsurface drainage and storm water, on file in the office of the Superintendent.

B. For other than one- and two-family dwellings, to sump and pump to drywell seepage pit, or use lateral system similar to septic system with overflow on end.

C. Exception to paragraphs A and B of this subsection, gravity drainage approved if footing and area drainage elevation is higher than drywell seepage pit drain discharge flow line.

4. Traps. Leaders or downspouts, when connected to a combined sewer, shall be trapped.

5. Expansion Joints. Expansion joints or sleeves shall be provided where warranted by temperature variations or physical conditions.

6. Subsoil Drainage. No subsoil drainage system shall be installed to drain into a sewer intended for sanitary sewage.

7. Subsoil Drain. Where subsoil drains are placed under the cellar or basement floor or are used to surround the outer walls of a building, they shall be installed in accordance with the Building Code and shall be made of open-jointed, horizontally split, or perforated clay tile or asbestos-cement pipe or rigid plastic pipe not less than four inches in diameter. They shall be drained into an open sump with protective cover. Such sumps need not be vented. The building storm and subsoil drainage systems shall be connected to a storm sewer when such a sewer abuts the property. Where a sump pump is used, the discharge piping to the storm sewer, drywell seepage pit, or lateral system shall be inspected and approved before use.

8. ~~8.~~ Parking Lot and Retention Pond Drains. Parking lot and retention pond drains shall be installed as directed by the City Engineer and in accordance with the approved site plan, a copy of which shall be available on the job site.

9. Connection Required. The City may, at its sole discretion, require that a property owner connect a sump pump drain to the storm sewer or to a collector line when provided by the City or a developer when it is within twenty-five (25) feet of the property owner's property.

10. Nuisance. The failure of a property owner to cause storm water and/or sump pump drainage to drain in accordance with this Chapter shall be a nuisance. Upon determination that a nuisance exists, in addition to any other remedies available at law, the Superintendent or their designee may require a property owner to connect a sump pump water discharge hose or other device for storm water runoff to a dedicated City drain tile or storm sewer system, provided such drain tile or storm sewer system is located within twenty-five (25) feet of the property causing the nuisance.

11. Connections Made by City. In the event the property owner fails to comply with a connection requirement pursuant to this Chapter, the City may proceed to have such connections made under the supervision and direction of the Superintendent, and keep an accurate account of the expenses incurred. The City Clerk shall send a statement of the total expense incurred, by certified mail, to the last known address of the property owner who has failed to abide by the notice to connect. If the amount shown on the statement is not paid within 30 days of mailing, the cost and expense of putting in connections by the City as provided herein shall be levied as a special tax against the property abutting or adjacent thereto and the method of estimating, assessing, levying, and collecting the tax shall be the same as that prescribed for general taxes.



**STAFF REPORT  
CITY COUNCIL**

May 3, 2021

TO: CITY COUNCIL  
FROM: Travis Cooke, City Clerk  
SUBJECT: Approve Minutes of the Regular Council Meeting on April 19, 2021

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. 4.19.21 Regular Council Meeting Minutes

**City of Windsor Heights Regular Meeting Minutes**  
**Monday, April 19, 2021 - 6:00 PM Via Zoom**

1. **Call to Order:** Mayor Burgess called the meeting to order at 6:00 PM. Present: Susan Skeries, Joseph Jones, Mike Loffredo, Mike Jones, and Threase Harms. Others present: City Administrator Dennis Durham, City Clerk Travis Cooke, Finance Director Rachelle Swisher, Public Safety Director Chad McCluskey, Public Works Director Dalton Jacobus, City Engineer Justin Ernst, and City Attorney Matt Brick.
2. **Approval of the Agenda:** Motion by Joseph Jones to approve the agenda. Seconded by Loffredo. Motion passed 5-0.
3. **Public Forum:** None.
4. **Presentation from JEO Consulting Group on Flood Mitigation Analysis:** John Callen and Dan Fricke from JEO Consulting Group presented goals of a flood mitigation analysis to the council.
5. **Consent Agenda:** Motion by Harms to approve the consent agenda items A-F. Seconded by Skeries. Motion passed 5-0.
  - A. Approve Minutes of the Regular Council Meeting on April 5, 2021
  - B. Approve Minutes of the Council Work Session on April 5, 2021
  - C. Approve Payment of Claims
  - D. Approve Financial Reports
  - E. Metro Waste Authority Contract Renewal with Ankeny Sanitation - For Informational Purposes Only
  - F. Approve Appointment of Tyler Holtorf to the Planning and Zoning Commission
6. **New Business:**
  - A. Consideration of Resolution No. 2021-17 - A Resolution Authorizing the City of Windsor Heights, Iowa to Submit an Application for Funding from the Federal Member Directed Funding Program for the Partial Funding of 73rd Street: Motion by Harms to approve Resolution No. 2021-17. Seconded by Mike Jones. Motion passed 5-0.
  - B. Consideration of 73rd Street Pavement Marking between University and Center Street in the Amount of \$26,300: Motion by Harms to approve pavement marking quote from Quality Striping. Seconded by Mike Jones. Motion passed 5-0.
  - C. Consideration of 28E Agreement between the City and Wes Des Moines Community Schools for Cost Sharing of a Center Turn Lane on 73rd Street in Front of Clive Learning Academy: Motion by Harms to approve 28E agreement between the city and WDMCS. Seconded by Mike Jones. Motion passed 5-0.
  - D. Consideration of Pay Request No. 10 - 2020 Street Improvements Project (Allison and 69th) in the Amount of \$3,420.00: Motion by Harms to approve pay request No. 10 – 2020 Street Improvements Project. Seconded by Mike Jones. Motion passed 5-0.
  - E. Consideration of Pay Request No. 8 - University Avenue Project in the Amount of \$468,680.94: Motion by Mike Jones to approve Pay Request No. 8 – University Avenue Project. Seconded by Harms. Motion passed 5-0.

- F. Consideration of Resolution No. 2021-18 - A Resolution Setting Time and Place for a Public Hearing on Ordinance No. 21-03 - An Ordinance Amending Chapter 174.08 of the Windsor Heights Code of Ordinances Relating to Parking for Personal and Recreational Vehicles: Motion by Harms to approve Resolution No. 2021-18. Seconded by Loffredo. Motion passed 5-0.
- G. Consideration of Resolution No. 2021-19 - A Resolution Setting Time and Place for a Public Hearing on Ordinance No. 21-04 - An Ordinance Amending Chapter 97.01 of the Windsor Heights Code of Ordinances Relating to Storm Water: Motion by Mike Jones to approve Resolution No. 2021-19. Seconded by Harms. Motion passed 5-0.
- H. Consideration of Laserfiche Cloud Electronic Document Management Project in the Amount of \$8,500: Motion by Harms to approve Laserfiche Cloud Electronic Document Project with General Code. Seconded by Mike Jones. Motion passed 5-0.

7. **Reports:**

- A. Mayor and Council Reports and Committee Updates: Harms: MAC meeting legislative updates. Skeries: Thanked fire department for taking the Easter bunny around the community. Metro Waste updates. Questions on 73<sup>rd</sup> and University Ave.
  - B. Administration Report: Given.
  - C. Public Safety Report: Given.
  - D. Public Works Report: Given.
  - E. Communications/Recreation Coordinator Report: Given
8. **Closed Session** City Council will convene into closed session pursuant to Iowa Code 21.5.1 (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
- A. Convene Into Closed Session: Motion by Joseph Jones to convene into closed session at 6:56 PM. Seconded by Skeries. Roll call vote: Skeries – aye, Joseph Jones – aye, Mike Loffredo – aye, Mike Jones – aye and Threase Harms- aye. Motion passed 5-0.
  - B. Convene Into Open Session: Motion by Loffredo to convene into open session at 7:25 PM. Seconded by Mike Jones. Motion passed 5-0.
  - C. Consideration of Potential Council Action Based on Closed Session Discussion: Motion by Loffredo to not object to the settlement agreement between Elizabeth Hansen and ICAP. Seconded by Harms. Roll call vote: Loffredo – aye, Harms – aye, Mike Jones – aye, Joseph Jones – aye, and Skeries – aye. Motion passed 5-0.
9. **Adjourn:** Motion by Loffredo to adjourn the meeting at 7:28 PM. Seconded by Skeries. Motion passed 5-0.

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Dave Burgess, Mayor

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Travis Cooke, City Clerk



**STAFF REPORT  
CITY COUNCIL**

May 3, 2021

TO: CITY COUNCIL  
FROM: Rachelle Swisher, Finance Director  
SUBJECT: Approve Payment of Claims

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Claims Report

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ABSOLUTE CONCRETE CONSTRUCTION	CONTRACTOR PAY REQUEST #10		3,420.00	52221	4/19/21
AMERITAS LIFE INS. CORP.	DENTAL INS		2,937.28	52223	4/27/21
APPLIED CONCEPTS INC	RADAR - GTSB REIMBURSED		1,448.00	52224	4/27/21
ARDICK EQUIP. CO. INC.	STREET SIGNS		406.15	52225	4/27/21
AUREON IT	MANAGED SERVICES		791.00	52226	4/27/21
AVI SYSTEMS, INC.	AV REPAIRS		727.11	52227	4/27/21
BAKER ELECTRIC INC.	LOCATE SERVICES		2,648.00	52228	4/27/21
BANKERS TRUST COMPANY	CREDIT CARD FEES		160.09	2878	4/21/21
BOOT BARN INC	CLOTHING ALLOWANCE		145.51	52229	4/27/21
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES		273.50	52230	4/27/21
BRAUCHT, JUDY	MAY PENSION PAYMENT		1,099.89	52231	4/27/21
BURNS ELECTRIC	B-CYCLE CONDUIT & ELECTRICAL		2,168.00	52232	4/27/21
CENTRAL IOWA READY MIX	B-CYCLE CONCRETE		826.00	52233	4/27/21
CENTURY LINK	TELEPHONE		230.92	52234	4/27/21
CITIBOT INC	MONTHLY SERVICE CONTRACT		450.00	52235	4/27/21
CLIVE, CITY OF	EMS SOFTWARE COST SHARE		500.00	52236	4/27/21
COOKE, TRAVIS	APRIL CELL PHONE		50.00	52237	4/27/21
COOPER, MARY	STORMWATER REIMBURSEMENT PROGR		1,000.00	52238	4/27/21
DES MOINES REGISTER	NEWSPAPER		34.00	52239	4/27/21
DURHAM, DENNIS	APRIL CELL PHONE		50.00	52240	4/27/21
ELDER CORPORATION	CONTRACTOR PAY REQUEST #8		468,680.94	52222	4/19/21
ELECTRICAL ENG. & EQ.	B CYCLE SUPPLIES		72.58	52241	4/27/21
ELECTRONIC MODS	RP95		325.00	52242	4/27/21
FEDERAL TAX DEPOSIT	FED/FICA TAX		21,757.75	2882	4/16/21
GALLS INC	CLOTHING ALLOWANCE		159.95	52243	4/27/21
GOODRICH, WILLIAM	APRIL CELL PHONE		50.00	52244	4/27/21
HAINES, BRANDON	STORMWATER REIMBURSEMENT PROGR		756.56	52245	4/27/21
IA COUNTY ATTORNEYS ASSO	WORKSHOP		140.00	52246	4/27/21
ICMA RETIREMENT TRUST	ICMA	788.12		2881	4/16/21
ICMA RETIREMENT TRUST	CITY CONTRIBUTION	1,403.07	2,191.19	2886	4/16/21
INSTRUMART	FD GAS DETECTOR O2 SENSOR		172.50	52247	4/27/21
IOWA ONE CALL	LOCATES		42.70	52248	4/27/21
IRLBECK, MICHAEL	CLOTHING ALLOWANCE		147.53	52249	4/27/21
ISOLVED BENEFIT SERVICES	ADMIN SERVICE COBRA		706.00	52220	4/19/21
JACOBUS, DALTON	APRIL CELL PHONE		50.00	52250	4/27/21
KABEL BUSINESS SERVICES	FLEX - BENEFITS		1,092.31	2883	4/16/21
KELTEK INCORPORATED	TECH SERVICE		99.50	52251	4/27/21
LEAF	COPIER LEASE		400.86	52252	4/27/21
LOGAN CONTRACTORS SUPPLY	LOCATE ITEMS		187.82	52253	4/27/21
MCCLUSKEY, CHAD	APRIL CELL PHONE		50.00	52254	4/27/21
METRO WASTE AUTHORITY	6 YARD WASTE CARTS		318.00	52255	4/27/21
MEYER, DEREK	APRIL CELL PHONE		50.00	52256	4/27/21
MIDAMERICAN ENERGY	801 73RD ST		28.60	2888	4/23/21
MOODY'S INVESTORS SERV.	SERVICE FEES 2020A BONDS		24,000.00	52219	4/16/21
NATIONWIDE OFFICE CLEANERS	APRIL CLEANING		649.50	52257	4/27/21
NISSSEN, ANDREW	APRIL CELL PHONE		50.00	52258	4/27/21
OVERHEAD DOOR COMPANY	REPAIRS		161.75	52259	4/27/21
PEARSON, ROB	APRIL CELL PHONE		50.00	52260	4/27/21
PITNEY BOWES CREDIT CORP	POSTAGE METER LEASE		152.22	2889	4/27/21
PURCHASE POWER	POSTAGE		208.99	52261	4/27/21
QUEEN OF CLEAN, LLC	APRIL CITY HALL CLEANING		700.00	52262	4/27/21
RELIASTAR LIFE INS CO	BOWERS/NISSSEN		150.00	52263	4/27/21
SAFE BUILDING COMPLIANCE	RENTAL INSPECTIONS		1,580.00	52264	4/27/21
SCHUTT, ANDREW	STORMWATER REIMBURSEMENT PROGR		75.00	52265	4/27/21

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
STANDARD INSURANCE COMPANY	LIFE INS		1,153.38	52266	4/27/21
STAR EQUIPMENT LTD	CRACK SEAL TAR		3,020.00	52267	4/27/21
STIVERS FORD	'16 EXPLORER REPAIRS		313.34	52268	4/27/21
SWISHER, RACHELLE	APRIL CELL PHONE		50.00	52269	4/27/21
Witmer Public Safety Group	FD LOW ANGLE RESCUE GEAR		70.46	52270	4/27/21
TUCKER, WHITNEY	APRIL CELL PHONE		50.00	52271	4/27/21
VAN WALL EQUIPMENT	TIRE REPLACEMENT JOHN DEERE		201.19	52272	4/27/21
			=====		
Accounts Payable Total			549,481.07		

Payroll Checks

001	GENERAL	51,788.33
110	ROAD USE TAX	5,688.02
610	SEWER	822.97
740	STORM WATER	785.89
		-----
Total Paid On: 4/16/21		59,085.21
		=====
Total Payroll Paid		59,085.21
		=====
Report Total		608,566.28
		=====

**CLAIMS REPORT**  
**CLAIMS FUND SUMMARY**

Payroll Checks: 4/14/2021- 4/27/2021

FUND	NAME	AMOUNT
001	GENERAL	86,574.58
110	ROAD USE TAX	12,883.68
112	EMPLOYEE BENEFITS	5,643.73
113	POLICE PENSION	1,099.89
314	UNIVERSITY AVE ST PROJECT	482,390.94
319	2020 STREET PROJECTS	15,420.00
610	SEWER	1,204.86
670	LANDFILL/GARBAGE	318.00
740	STORM WATER	3,030.60
-----		
	TOTAL FUNDS	608,566.28



**STAFF REPORT  
CITY COUNCIL**

May 3, 2021

TO: CITY COUNCIL

FROM: Dalton Jacobus, Public Works Director  
Justin Ernst

SUBJECT: Discussion of North Walnut Creek Bank Stabilization Study - Justin Ernst - Bolton & Menk

**GENERAL INFORMATION**

Council approved a scope of services agreement with Bolton and Menk by Resolution No 2020-125 to conduct a Streambank Stabilization Analysis on North Walnut Creek. Over the last 4 months, Bolton and Menk has collected GPS data on City infrastructure located adjacent to the creek. Data collected includes sanitary sewer infrastructure, storm sewer infrastructure, pedestrian trail, large old growth trees, locations of previous projects, creek flow line, bottom of creek bank, and top of creek bank.

The data that they collected was then mapped out so that we could see where we were at risk of damage to public infrastructure in order to plan for future capital projects.

City staff and staff from BMI have identified 6 projects that could be done to protect public storm sewer, sanitary sewer, and trail infrastructure. However, it is BMI's opinion that none of the 6 identified projects pose any urgent threat but that they may be completed as funding allows. Identifying what projects that we can complete will make us more competitive for grant funding as opportunities arise.

Staff is recommending to receive and file this report and to then use it as a tool to help build out the 10-year Capital Improvement Plan.

**SUMMARY**

Bolton and Menk has completed their analysis of the streambank on North Walnut Creek and compiled their findings into a final report. This report has been reviewed by the Public Works Committee. Staff is recommending that Council receive and file the report and use it in the future to build the CIP and to apply for grant opportunities.

## **ATTACHMENTS**

1. Final Report - North Walnut Creek Stabilization Study

# North Walnut Creek Stabilization Study

## City of Windsor Heights

March 2021

**Submitted by:**

**Justin Ernst, PE**

Bolton & Menk, Inc.

430 E. Grand Ave, Suite 101

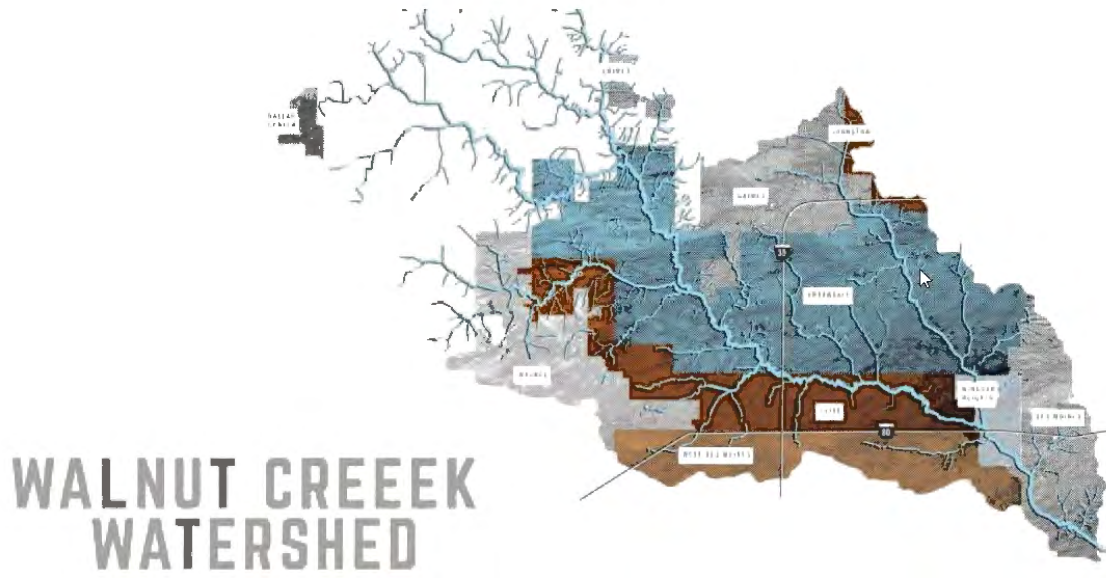
Des Moines, IA 50309

P: 515-259-9190



## I. BACKGROUND

North Walnut Creek is part of the Walnut Creek Watershed that covers nearly 83 square miles (53,000 acres) and is within 9 communities (spanning 2 counties). It consists of smaller streams and three tributaries. The Walnut Creek Watershed is one of the most quickly urbanizing watersheds in Iowa. The watershed is approximately 60 percent urban land use and 40 percent agricultural land use and is becoming more urbanized every year.



*\*Photo from Walnut Creek Watershed website*

North Walnut Creek generally runs from north to south, draining parts of Grimes, Johnston, Urbandale, Des Moines, Clive, and Windsor Heights. The drainage area of North Walnut Creek is approximately 14.3 square miles or 9,150 acres.

The intent of this study was to identify streambank restoration projects along North Walnut Creek between College Drive and Hickman Road. The identified projects are intended to protect public infrastructure. This portion of the creek lies entirely within City of Windsor Heights property. The creek south of College Drive is located on private property of both Windsor Heights and Clive residents.

## II. DATA COLLECTION

As part of the study, field data was gathered with a GPS unit during December/January to help identify key elements along the creek. Those elements included:

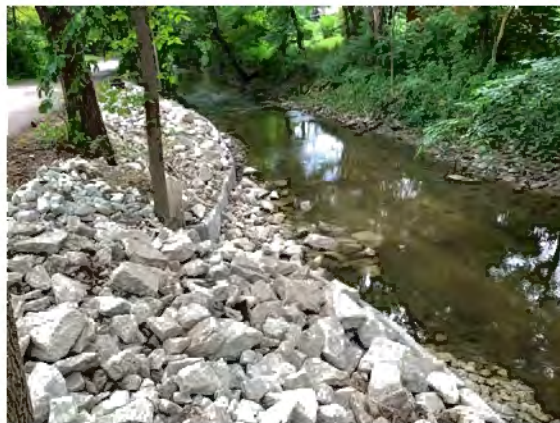
- Storm Sewer Outfalls
- Storm Sewer Manholes
- Sanitary Sewer Manholes
- Large Diameter Trees
- Fencing
- Top of Streambank
- Bottom of Streambank
- Pedestrian Trail
- Washout Areas

Sanitary sewer and storm sewer mapping data from the City of Clive, City of Windsor Heights and the WRA was incorporated into the collected field data and field verified to determine what public infrastructure is in the area.

### III. RECENT CREEK STABILIZATION PROJECTS

Over the last couple years, multiple locations of the creek bank have been stabilized. In 2018, approximately 150 feet of emergency streambank stabilization was completed to protect exposed sanitary sewer.

In 2020, another project was completed that included 2 locations of streambank stabilization. One location was completed to protect a sanitary manhole and the other location was completed to protect a storm outfall and the nearby trail. The project stabilized a total of 190 feet of stream bank at the 2 locations.



### IV. IDENTIFIED PROJECT AREAS

The collected data was used to determine potential project areas within City property that affected public infrastructure including sanitary sewer infrastructure, storm sewer infrastructure and the trail. The following are the projects that were identified:

#### **Project 1**

This project includes protecting a storm sewer outfall and the trail. The storm sewer outfall has been undermining the pipe exposing the bottom 2-3 feet of the pipe. This pipe is approximately 36" in diameter and drains approximately 25 acres of watershed to the east and north of the creek. If the pipe collapses, it would damage a portion of the trail and require a full trail closure to repair.

The proposed project would include stabilization of the stream bank both upstream and downstream of the outfall and addition of rip rap at the end of the pipe to prevent erosion from both the creek and the storm sewer discharge. See Figure 3.

Estimated Project Cost: \$100,000



## **Project 2**

This project includes protecting a storm sewer outfall and sanitary sewer infrastructure. The storm sewer outfall is sticking out of the bank into the middle of the creek and frequently catches debris, which causes issues for both the storm sewer outfall and the uninhibited flow of the creek. This pipe is a storm sewer outfall connected to the City of Clive's storm sewer system. The project also includes protecting sanitary sewer mains and manholes from future exposure due to erosion of the streambank. Currently the piping and manholes are not exposed, but the proposed project is intended to prevent the infrastructure from being exposed and causing an issue in the future.



The proposed project would include stabilizing the stream bank along the section shown in Figure 1 and rip rap addition to the storm sewer outfall.

Estimated Project Cost: \$110,000

## **Project 3**

This project includes protecting the sanitary sewer and manhole from future exposure. The location is at the convergence of Rocklyn Creek with North Walnut Creek. The project will also include stabilization of the west streambank where this convergence occurs. Due to this convergence and the current alignment of each of the creeks, the scope of this project is larger than others identified in this report. During the project, a few large trees will need to be removed along with fencing and landscaping that is located on City property but that was installed by adjacent property owners.



The proposed project would include stabilizing the stream bank along the section shown in Figure 2. The cost estimate for this project is based on costs for similar projects that the City has completed to protect sanitary sewer infrastructure, as described in section III earlier.

Estimated Project Cost: \$175,000

#### **Project 4**



This project includes protecting sanitary sewer from future exposure. Currently the piping and manholes are not exposed, but the project is intended to prevent the infrastructure from being exposed and causing an issue in the future. The location is located 100 feet downstream of an emergency project that was completed in 2018 due to exposed sanitary sewer pipe.

The proposed project would include stabilizing the stream bank along the section shown in Figure 2. The cost estimate for this project is based on costs for similar projects that the City has completed to protect

sanitary sewer infrastructure, as described in section III earlier.

Estimated Project Cost: \$90,000

#### **Project 5**



This project includes protecting sanitary sewer from future exposure due to streambank erosion. Currently the piping and manhole is not exposed, but the project is intended to prevent the infrastructure from being exposed and causing an issue in the future.

The proposed project would include stabilizing the stream bank along the section shown in Figure 1. The cost estimate for this project is based on costs for similar projects that the City has completed to protect sanitary sewer infrastructure, as described in section III earlier.

Estimated Project Cost: \$100,000

#### **Project 6**



This project includes protecting sanitary sewer from future exposure. Currently the piping and manhole is not exposed, but the project is intended to prevent the infrastructure from being exposed and causing an issue in the future. See Figure 3 for location.

Estimated Project Cost: \$90,000

## V. CONCLUSION

After reviewing the field data and performing a site visit, the six (6) projects were identified to protect public infrastructure. The projects are listed in order of importance at the time of this report with projects 4-6 being interchangeable. At this time none of the projects are urgent and can be completed when funds are available, but they should be monitored yearly or after large storm events. The order of importance may change depending on changes to the stream bank.

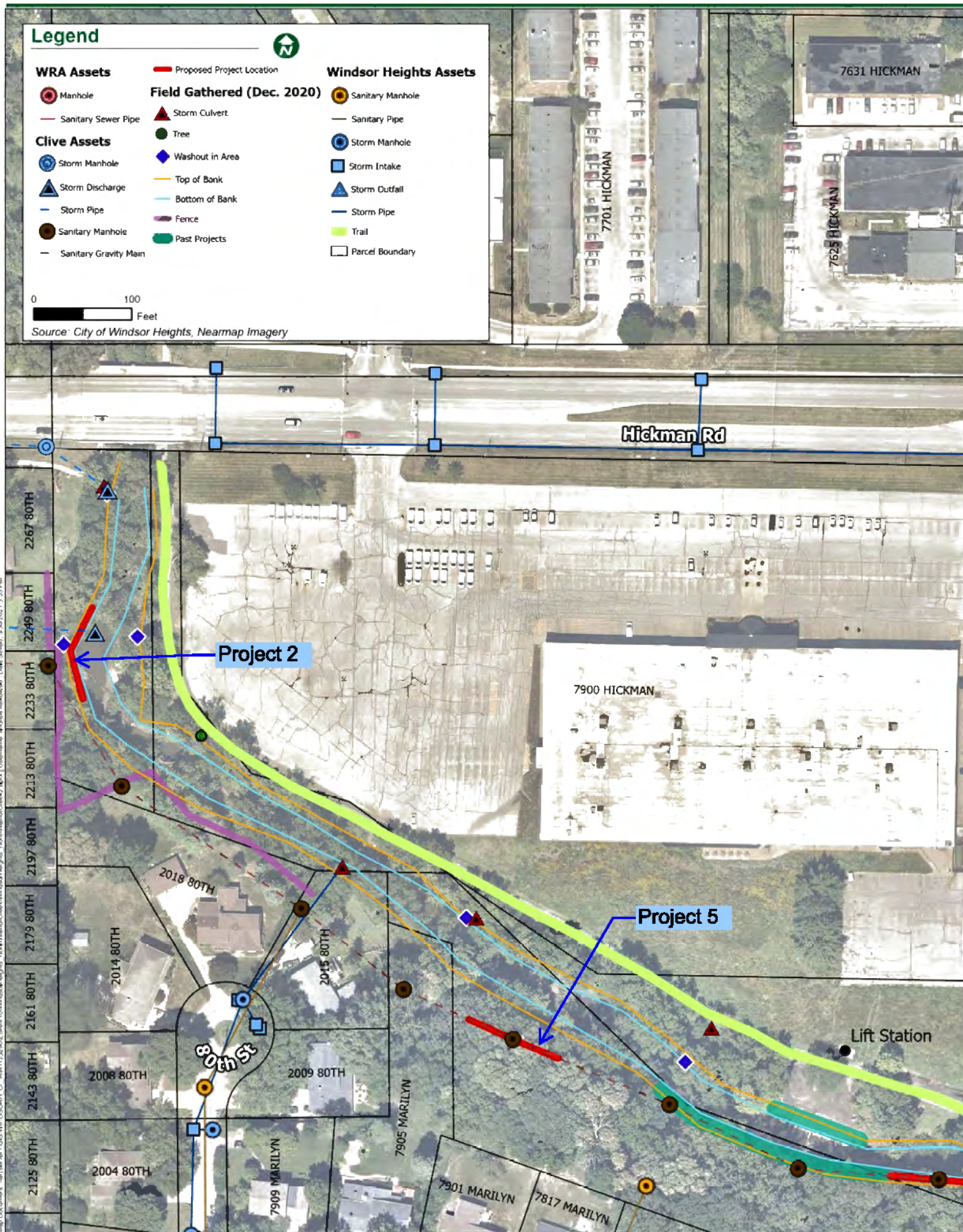
Access to these projects is difficult and will require temporary easements or access agreements to perform the work. Discussions with property owners will need to be completed prior to any construction. Trail closures and additional tree clearing may be required to complete the projects. Access to the sites can vary the cost of the projects.

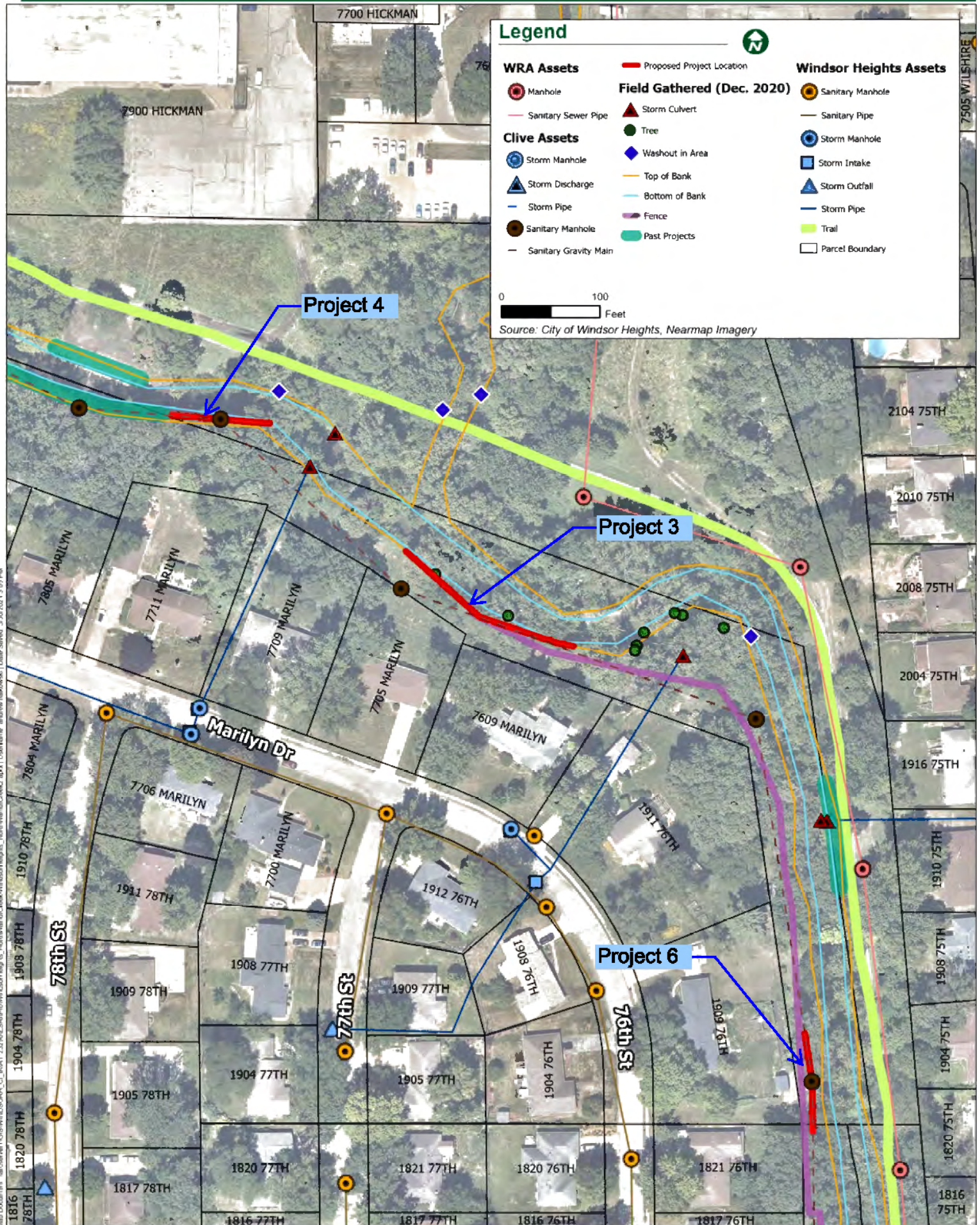
Weather should also be considered when to complete the projects. Performing these projects during dry times of the year and even during the winter will need to be considered.

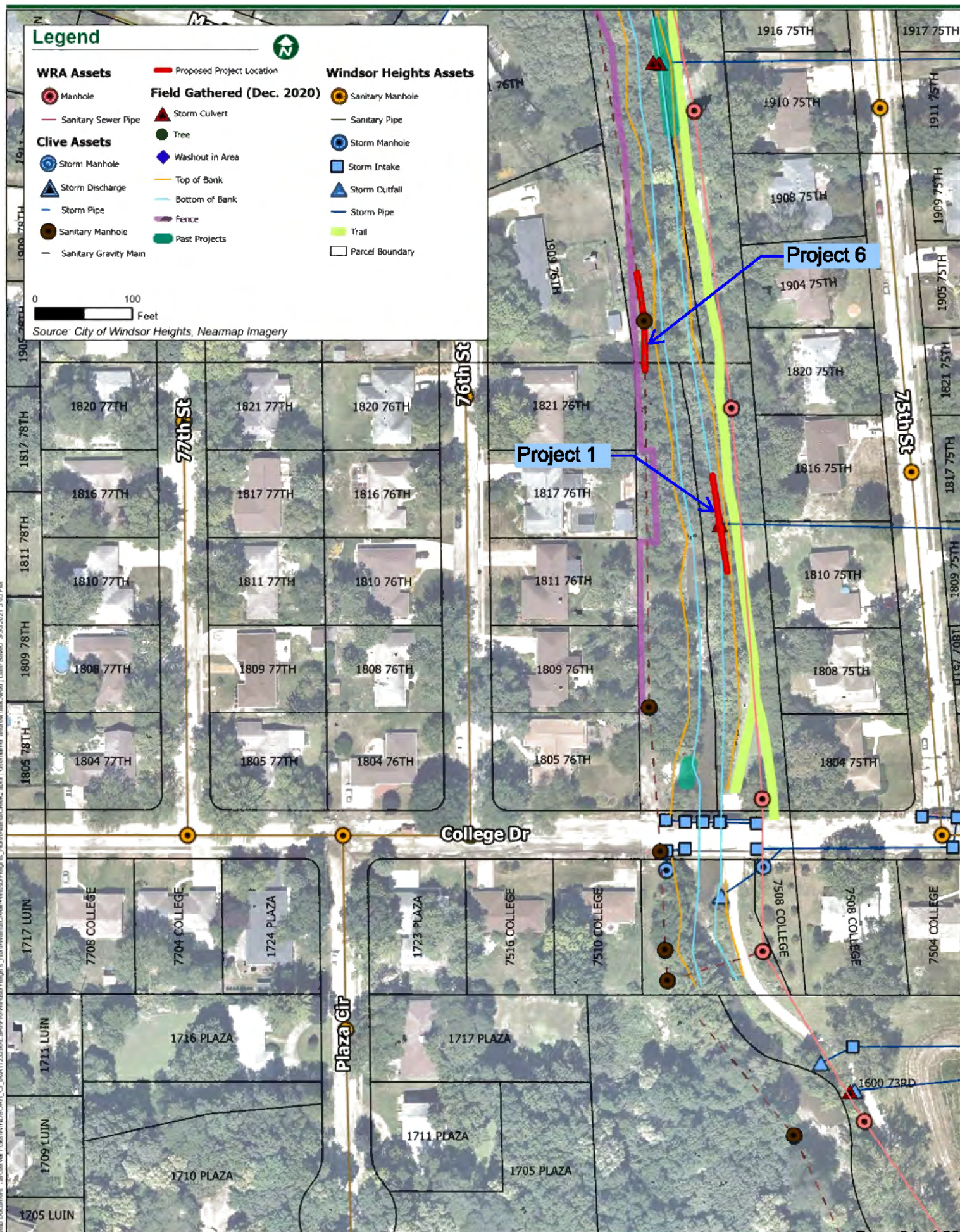
These projects may need to be permitted through regulatory agencies such as the IDNR, FEMA, and the ACOE. Any additional requirements from the IDNR, FEMA, and ACOE can change the scope of the project and add additional cost. The requirements can also change the impacts of the project. The cost estimates included in this report do not include permitting or modeling for each project but do include engineering and construction administration cost based on a percentage of total construction cost. The cost estimate for these projects were based on costs for similar projects that the City has completed in the last 3 years. Combining projects may benefit in lowering the construction cost.



## Appendix A: Figures









**STAFF REPORT  
CITY COUNCIL**

May 3, 2021

**TO:** CITY COUNCIL

**FROM:** Dennis Durham, City Administrator

**SUBJECT:** Consideration of Agreement with JEO Consulting Group not to Exceed \$157,380 for the Performance of a Flood Reduction and Resiliency Analysis and Authorize the Mayor to Sign all Documents Related to this Action

**GENERAL INFORMATION**

**Background:**

Proposals for the Windsor Heights Flood Reduction and Resiliency Analysis were received and reviewed from five teams of consultants. The proposals ranged in price from \$130,000 to \$280,000. Each proposal was reviewed by a team consisting of myself, Dalton, the Polk County Water Resources Planner / Watershed Management Authority Coordinator, the Clive Community Development Director, and the Clive Water Resources Engineer. Of the five consultants, the review team invited three to participate in interviews by Zoom. Zoom interviews were held on April 8th and the review team was unanimous in their support of the proposal presented by JEO Consulting Group due to low price, project team experience, history of success on similar projects, and innovative solutions to address many concerns surrounding flooding in Windsor Heights. They have assisted communities facing flooding issues similar to what Windsor Heights is hoping to accomplish with our analysis. The team is led by John Callen, who is the former floodplain administrator for the state of Nebraska and comes well regarded from industry professionals. John and some members of his team made a presentation to the Public Works Committee which was supportive of moving forward with JEO. JEO appeared before the Council on April 19, 2021 and the Council supported moving ahead with contract negotiations with JEO.

**Tasks Identified:**

I have completed contract negotiations with JEO for the Windsor Heights Flood Reduction and Resiliency Analysis. There are five tasks that are to be completed as part of this analysis so that Windsor Heights can have a legitimate understanding of flood risk and a plan to move forward.

1. Data Collection:
  - a. Review and refine all existing flood modeling from state, federal, and local agencies.
  - b. Collect topographic survey data on the area to better improve our understanding of flood risk

- c. Facilitate public open houses to gather stakeholder input
- 2. Structural Mitigation:
  - a. Evaluate the feasibility of a levee or flood wall
  - b. Evaluate opportunities increase conveyance of the creek
  - c. Evaluate conceptual detention practices upstream in the watershed
- 3. Nonstructural Mitigation:
  - a. Evaluate a private property buy-out program for flood prone properties
  - b. Evaluate a residential and non-residential structure flood-proofing program
  - c. Evaluate the costs and benefits of the City enrolling in FEMA's Community Rating System (CRS) program.
- 4. Cost Benefit Analysis, Community Impact, and Funding Strategy:
  - a. Complete a cost benefit analysis of all practices evaluated in tasks 2 and 3 with the updated modeling information from task 1.
  - b. Evaluate practices that are most feasible with a FEMA tool called the 'BCA Toolkit' so that we can be eligible for FEMA and hazard mitigation grant funding on project implementation.
  - c. Identify how the City can leverage local dollars and grant funding to implement projects.
- 5. Plan Development and Report
  - a. Provide an action plan and story map that has project recommendations, cost estimates, and a summary of findings.
  - b. Presentation of the study to the Public Works Committee and the City Council

JEO will provide the services listed above for an hourly rate not to exceed \$157,380.

### **SUMMARY**

I have completed contract negotiations with JEO to complete a Flood Reduction and Resiliency Analysis for the City of Windsor Heights for a fee not to exceed \$157,380. This plan, when completed, will allow the City to move forward with flood planning efforts, park improvement projects, and other capital projects. Recommended Motion: **It is MOVED that the agreement with JEO Consulting Group, Inc. be approved for an amount not to exceed \$157,380 for the performance of a Flood Reduction and Resiliency Analysis and authorize the Mayor to sign all documents related to this action.**

### **ATTACHMENTS**

- 1. Agreement-Owner Engineer\_Windsor Heights Flood Reduction and Resiliency Plan\_042821



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of May 3, 2021 ("Effective Date") between the City of Windsor Heights, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Windsor Heights Flood Reduction and Resiliency Plan ("Project").

JEO Project Number: R210062.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

---

**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$157,380.00
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is attached hereto as Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Engineer: JEO Consulting Group, Inc.

\_\_\_\_\_

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

JEO Consulting Group, Inc.

\_\_\_\_\_

\_\_\_\_\_



## SCOPE OF SERVICES Exhibit A

Windsor Heights Flood Reduction and Resiliency Plan  
JEO Project # 210062.00

April 28, 2021

### **BACKGROUND:**

The City of Windsor Heights wishes to conduct an analysis on flood mitigation and flood resiliency in the City of Windsor Heights with a focus on the neighborhood adjacent to Colby Park. The primary purpose of the evaluation is to determine effective strategies to minimize flood impact to public and private property and to increase flood resiliency for the City of Windsor Heights. The evaluation will be coordinated with the ongoing assessments being completed by the U.S. Army Corps of Engineers (USACE) Silver Jackets project for the Walnut Creek watershed as part of their Phase 2 evaluation. This scope of services represents details of the tasks identified to complete this effort considering the key tasks of data development and stakeholder engagement, flood risk assessment, structural flood mitigation assessment, nonstructural and programmatic flood risk mitigation assessment, and benefit-cost assessment and funding strategy.

### **TASK DESCRIPTIONS:**

The consultant shall perform the following tasks for this project:

#### Task 1 – Data Development, Analysis, and Outreach Coordination

- a) JEO will review best available flood risk planning, hydrology and hydraulics (H&H), and Mitigation Benefits Estimator (MBE) to:
  1. Identify the best available data and define possible data gaps.
  2. Develop a strategy for field data collection, partially to be completed as part of this project and likely completed with more detailed evaluations to support design in a future phase.
  3. Identify H&H refinements or considerations that may impact the flood risk assessment for the City, and therefore the recommended projects. This task will include:
    - Coordination with the Silver Jackets Phase 2 project team to ensure the scope of the review is appropriate.
    - Perform H&H analyses based on the available models and identified refinements.
    - Incorporation of future watershed conditions, as necessary.
    - High level assessment of sensitivity of precipitation intensity and distribution assumptions on the peak flow results, in particular regarding the role of North Walnut Creek.
    - Assessment of stream gage runoff volume for three actual flood events (2010, 2015, 2018) vs. model predicted runoff volume.
    - Evaluation of the impact of North Walnut Creek on peak flows and variability by flood event; this will provide guidance regarding the benefits of focusing on North Walnut Creek for flood storage opportunities vs. Walnut Creek upstream of Windsor Heights, or if both are warranted.
- b) Based on the background data review and field data collection strategy, JEO will:
  1. Collect field survey topographic data for key regions of the Walnut Creek stream channel. Cross sections will be collected to support hydraulic model assessment.



## SCOPE OF SERVICES Exhibit A

Windsor Heights Flood Reduction and Resiliency Plan  
JEO Project # 210062.00

April 28, 2021

2. Collect field data using ArcGIS for Collector for up to 150 structures. Actual structures collected will be based on flood risk geography details determined through the background data and flood risk review task. It is anticipated the majority of the structures will be within the Colby Park neighborhood region. Data anticipated to be collected includes property photos and visual observations including but not limited to estimated highest adjacent grad and step height/first floor height, basement characteristics, location of lowest opening, and location of lowest adjacent grade. It is recommended that detailed property survey be deferred until after conceptual project development to ensure targeted and cost effective data collection.
  - JEO will complete the initial assessment for this task based on field data collected using Collector for ArcGIS. This information will then be used in conjunction with publicly available LiDAR and building footprint data to define key elevations related to flood risk for each building. A limited budget for spot check field survey of individual properties has been included to allow for this review should it appear beneficial to clarify or confirm any observations obtained using the Collector application.
- c) JEO will facilitate limited project public meetings/open houses and mailings to advertise the open houses based on a mailing list provided by Windsor Heights. It is anticipated JEO will be responsible for the content of the meetings and will develop content for mailings, but that Windsor Heights will facilitate the majority of meeting scheduling and any additional outreach to advertise the meeting such as door hangers, website and social media posts, press releases, yard signs, or similar.
  1. A virtual kick-off meeting for all residents will be held to review the objectives of the project and pending data collection tasks. As part of the kick-off meeting, JEO will provide the opportunity for residents to provide feedback regarding observed flooding, flooding impacts, and preferred solutions utilizing an online feedback process.
  2. A virtual open house on draft project results will be held to present and gather feedback on alternatives and recommendations at the draft report stage, after completion of Tasks 2, 3, and 4.a.
- d) JEO will complete routine project management tasks.
  1. Monthly billings and progress reports.
  2. Two progress meetings with City staff.

### Task 2 –Structural Mitigation Action Assessment

- a) JEO will review multiple alternatives considering maximizing flood risk reduction effectiveness vs. the cost, as well as leveraging the opportunities presented by nearby community partners to implement mutually beneficial actions, such as upstream flood storage. Alternative assessments will consider regulatory feasibility, potential social impacts, construction feasibility, and conceptual costs (funding strategy is covered in Task 4 below). Deliverables will include conceptual projects and conceptual-level opinions of cost for the identified structural mitigation actions. Up to three of the conceptual projects will be represented with a color conceptual



## SCOPE OF SERVICES Exhibit A

Windsor Heights Flood Reduction and Resiliency Plan  
JEO Project # 210062.00

April 28, 2021

overview plan/rendering to demonstrate how the project integrates into the Park and other features of the region. Other concept projects will be represented by project sheets showing key engineering project features only.

1. Evaluate construction of a levee or floodwall system in the Colby Park region.
  - Determine strategies to minimize cost for this action while maximizing the flood risk reduction benefits. Based on existing depths of flooding in the park and nearby neighborhood, it is anticipated that this action may need to be part of a multi-action approach, with incremental risk reduction achieved through upstream storage, downstream conveyance improvements, or nonstructural mitigation actions.
  - It is assumed based on flood depth considerations as well as infrastructure and property locations there will be a need to assess different potential alignments. Up to two conceptual alignment scenarios have been assumed.
  - The approach to this evaluation will consider how implementation may impact the existing greenbelt trail and future water trails access at Colby Park, as well as the potential for flood elevation increases on nearby properties.
  - This concept levee evaluation will focus on the hydraulic benefits/risk reduction. Geotechnical investigations and analyses would be part of a later phase.
2. Evaluate conveyance improvements for the region near and downstream of I-235.
  - Assessment of possible floodway buyouts near and just downstream of Center Street to improve conveyance and flood storage.
  - Assessment of potential benefits of conveyance improvements through I-235 just south of Colby Park.
  - Coordination with downstream communities to identify opportunity areas. Any coordination with adjacent communities will be completed with City staff.
3. Evaluate conceptual large- and small-scale detention and flood storage improvements benefits in the watershed upstream of the City as well as within Colby Park.
  - Coordination with the Silver Jackets Phase 2 project team and nearby community partners, especially Clive, to ensure flood storage actions identified through the Silver Jackets project flood modeling evaluations are included in the overall evaluation, and that recommendations are optimized for cost and benefit.
  - Evaluate possible Colby Park flood storage increases that would be intended to work in concert with other alternatives to decrease flood heights using floodplain re-grading/connectivity with the stream. This type of action would potentially reduce the costs of other structural alternatives, such as levees. As part of this assessment, consider how implementation may impact the existing greenbelt trail and future water trails access at Colby Park.
  - Evaluate flood storage improvement opportunity areas in the upstream reaches of the existing floodplain corridor.
  - The detention evaluation will focus on necessary storage volumes to reduce flooding in the City, based on prior flood events and available/ongoing flood risk evaluations. Readily available aerial mapping data, project team and City



**SCOPE OF SERVICES**  
**Exhibit A**

Windsor Heights Flood Reduction and Resiliency Plan  
JEO Project # 210062.00

April 28, 2021

knowledge of the region, and other desktop review material will be used to identify potential opportunity areas.

**Task 3 –Nonstructural and Programmatic Mitigation Action Assessment**

- a) JEO will review opportunities to increase flood resiliency through nonstructural (flood risk consequences reduction) and programmatic actions. Alternative assessments will consider regulatory feasibility, potential social impacts, construction feasibility, and conceptual costs (funding strategy is covered in Task 4 below). Deliverables will include conceptual projects and conceptual-level opinions of cost for the identified nonstructural mitigation actions.
  1. Evaluate a private property buy-out or elevation program and consider possible re-development programs associated with this effort. The evaluation of possible re-development will focus on a conceptual assessment of the City's cost for this approach vs. economic and tax revenue benefits considering potential available grant funding.
  2. Evaluate retrofitting potential and feasibility for existing non-residential and residential buildings, including basement fill for residential properties and floodproofing for the Community Center and Public Works Shop. Also evaluate post-flood resilience improvements for Colby Park existing infrastructure, such as hardscaping or maintenance procedures that promote minimization of damages, easier cleanup, and faster re-opening after a flood occurs.
  3. Assess potential benefits to the City of joining the CRS program.
    - Evaluate benefits of cooperation with nearby communities such as Clive, Polk County, and the Walnut Creek Watershed Management Authority to improve the flood insurance reduction benefits for Windsor Heights.
    - Assess costs of CRS participation for Windsor Heights.

**Task 4 – Cost Benefit and Community Impact Analysis and Funding Strategy**

- a) JEO will complete a preliminary screening of costs and benefits for the purposes of prioritizing mitigation actions or combinations of mitigation actions that achieve the objectives of Windsor Heights. Potential mitigation actions will be evaluated based on regulatory feasibility, social impacts, construction feasibility, and conceptual project costs.
- b) Based on the preliminary screening, key alternatives that appear most feasible and effective will be selected in coordination with the City. A BCA assessment will be completed with the FEMA BCA toolkit to evaluate the potential for a successful FEMA HMA assistance grant application. Additional benefits such as flood insurance cost reduction and economic activity improvements which are not typically considered by FEMA grant programs will also be assessed; identification of this information will provide a more comprehensive understanding of the global costs and benefits and will support potential non-FEMA grant applications or local funding of flood mitigation actions. This will also allow for assessment of economic benefits of re-development actions that may not be allowable under certain grant funding processes.
- c) Evaluate and summarize a targeted funding strategy focused on the most feasible and cost-effective projects using current funding programs.



**SCOPE OF SERVICES**  
**Exhibit A**

Windsor Heights Flood Reduction and Resiliency Plan  
JEO Project # 210062.00

April 28, 2021

**Task 5 – Plan Development and Report**

- a) JEO will provide an action plan and report in story map format including:
  - 1. Conceptual recommended projects.
  - 2. Concept-level opinions of cost.
  - 3. Prioritized projects based on effectiveness, costs, community feedback, and funding potential. A summary funding strategy will also be included alongside the priority.
  - 4. Identify likely future tasks, including design and construction as well as floodplain mapping steps such as Conditional Letter of Map Revision and/or Letter of Map Revision needs.
- b) Present the draft report to the Public Works Committee and City Council.
- c) Present the draft report to the public as part of the open house identified in Task 1.c.2.



**SCOPE OF SERVICES**  
**Exhibit A**

Windsor Heights Flood Reduction and Resiliency Plan  
JEO Project # 210062.00

April 28, 2021

**PROJECT FEE**

The consultant will provide the services described herein for an hourly not to exceed amount of \$157,380.00, as described in the table below. Additional services as requested by the client can be provided based upon JEO's current hourly rate schedule.

<b>Task 1 - Data Development and Outreach Coordination</b>	
A - Flood Data Review and Analysis/Flood Risk Assessment	\$17,060.00
B - Topographic Data Collection (Cross Sections)	\$9,880.00
B - Field Data Collection (Collector Data for Structures and Possible Limited Survey)	\$9,760.00
C - Outreach Coordination - Initial Outreach and Story Map, Draft Plan Open House	\$8,820.00
D - Routine Project Management/Two progress meetings	\$4,440.00
<b>Subtotal</b>	<b>\$49,960.00</b>
<b>Task 2 - Structural Mitigation Action Assessment</b>	
A1 - Evaluate Levee/Floodwall	\$14,820.00
A2 - Evaluate Conveyance Improvements	\$10,620.00
A3 - Evaluate Flood Storage Improvements	\$5,940.00
<b>Subtotal</b>	<b>\$31,380.00</b>
<b>Task 3 - Nonstructural and Programmatic Mitigation Action Assessment</b>	
A1 - Evaluate Property Buy-out Program	\$11,040.00
A2 - Evaluate Floodproofing/Retrofitting	\$7,400.00
A3 - Evaluate CRS Program Benefits	\$5,640.00
<b>Subtotal</b>	<b>\$24,080.00</b>
<b>Task 4 - Cost-Benefit Analysis and Funding Strategy</b>	
A - Preliminary Screening of Alternatives	\$11,240.00
B - Detailed BCA Assessment	\$9,740.00
C - Funding Strategy	\$7,020.00
<b>Subtotal</b>	<b>\$28,000.00</b>
<b>Task 5 - Plan Development and Report</b>	
A - Action Plan and Report Including Story Map	\$20,980.00
B - Present Report to Public Works Committee and City Council	\$2,980.00
<b>Subtotal</b>	<b>\$23,960.00</b>
	<b>\$157,380.00</b>



**SCOPE OF SERVICES**  
**Exhibit A**

Windsor Heights Flood Reduction and Resiliency Plan  
JEO Project # 210062.00

April 28, 2021

**SCHEDULE:**

JEO anticipates completion of this phase within seven months of notice to proceed; with an approximate completion date of December 3, 2021 assuming notice to proceed is provided on or around May 3, 2021\*.

*\*The schedule for the flood storage alternative evaluation and final completion are interdependent with the anticipated timeline of the USACE Silver Jackets Phase 2 project. JEO anticipates that the schedule may be adjusted for this reason, if necessary, to ensure the final product is complete and coordinates sufficiently with the outcomes of the Silver Jackets Phase 2 project. Any possible schedule adjustments will be coordinated and agreed upon with the City of Windsor Heights.*

**SERVICES NOT INCLUDED WITH THIS PHASE:** (If necessary, a fee for these services can be negotiated as part of the next phase.)

- Development and completion of notices and outreach advertising for the public meetings including the kick-off meeting and open house.
- Development of more detailed flood modeling than noted.
- Development of documentation or flood modeling associated with potential Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) submittals.
- Additional topographic survey (more than noted above) and elevation Certificates for any structures.
- Geotechnical or other field data collection not noted above.
- 3D animations or renderings.
- Preliminary or final design.

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. CLIENT RESPONSIBILITIES:** The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees,

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

elected officials, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

**JEO CONSULTING GROUP, INC.  
For the Calendar Year 2021**

<b>Role</b>	<b>Hourly Rate Range:</b>
Project Managers	\$125 - \$290
Project Engineers/Architects	\$105 - \$255
Project Engineers/Architects (E.I./A.I.)	\$80 - \$150
Engineering/Surveying/Architectural/Planning/GIS Technicians	\$70 - \$195
Office/Administrative	\$80 - \$195
Principals	\$175 - \$290

**NOTE:** Cost of mileage, telephone calls, copying, postage, technology, etc. are included in our hourly rates and fees. These project costs are not charged separately.

**NOTE:** Above rates are for the following in-house services:

- Architecture
- Electrical Engineering
- Environmental Engineering
- Transportation Engineering
- Water Resources Engineering
- Survey
- GIS





**STAFF REPORT  
CITY COUNCIL**

May 3, 2021

**TO:** CITY COUNCIL

**FROM:** Rachelle Swisher, Finance Director

**SUBJECT:** Consideration of Resolution No. 2021-20 - A Resolution Setting Time and Place for a Public Hearing on Proposed Budget Amendment for Fiscal Year 2020/2021 for the City of Windsor Heights

**GENERAL INFORMATION**

See the attached Fiscal Year 2020/2021 Budget Amendment Revenue and Expense page, and the Amendment of Current Budget page. These pages give line by line detail on each area of the budget that is being amended.

**SUMMARY**

**Revenues**

The stated revenues were not included on the regular budget, as they occurred after the budget was already certified.

**Expenses**

The following expenses were included on the regular budget and exceeded the budgeted amount:

Public Safety – Legal Fees

Community & Economic Development – Metro Home Program

General Government – Legal Fees, Mayor/Council Legal Fees, Training Expense

Debt Service – 2020B Interest (this is the difference between the Pre-levy amount and the actual amount)

The following expenses occurred after the budget was already certified:

Public Safety – West Comm, GEMT Program

Culture & Recreation – Flood Insurance, COVID 19 Refunds

General Government – COBRA Expenses, Civic Clerk, Audit, Janitorial

Capital Projects – Small Business Recovery Grants

Business Type Enterprises – Derecho Storm Cleanup

**Transfers In and Out**

These are needed to transfer finances between funds. They occurred after the budget was certified:

Walnut Creek Stream Project from the Storm Water Fund (includes the Natural Resources Conservation Grant)

Communications - Police (West Comm) from LOST

Communication - Fire (West Comm) from LOST

Equipment Revolving Plan from LOST (for past years that weren't funded)

Equipment Revolving Plan from RUT (this was identified after the budget was certified)

If you need further explanation about any item, please let me know.

### **ATTACHMENTS**

1. FY21 Budget Amendment Detail
2. FY21 Public Hearing Notice
3. Resolution No. 2021-20 A Resolution Setting a Public Hearing FY21 Budget Amendment

# FY21 Budget Amendment

## Revenue & Expense Detail

### **REVENUES**

#### **Intergovernmental**

\$114,294	COVID 19 Grant
\$600	Police Grant - State of IA
\$3,000	Police Grant - Walmart
\$110,098	FEMA Grant - Derecho
\$62,137	Natural Resources Conservation Grant
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\$290,129	Total

#### **Charges for Service**

\$45,000	GEMT Reimbursements
\$8,500	CEC Fees
<hr/>	
\$53,500	Total

#### **Miscellaneous**

\$4,300	Ballfield Rentals
\$7,200	COBRA Payments
\$8,688	City Hall Roof Reimbursements
\$84,616	Workers Comp Refund
\$249,303	2020 Streets Water/Sewer Reimbursements
\$8,000	Insurance Payment 2007 Silverado
<hr/>	
\$362,107	Total

#### **Transfers In**

\$91,992	Walnut Creek Stream Proj. from Storm Water
\$137,000	Comm.- Police (West Comm) from LOST
\$137,000	Comm.- Fire (West Comm) from LOST
\$205,867	ERP from LOST
\$30,000	ERP from RUT
<hr/>	
\$601,859	Total

### **EXPENSES**

#### **Public Safety**

\$12,000	Legal Fees
\$137,000	West Com
\$137,000	West Com
\$40,000	GEMT Program
<hr/>	
\$326,000	Total

#### **Culture & Recreation**

\$15,900	Flood Insurance - CEC
\$35,000	COVID 19 Refunds - CEC
<hr/>	
\$50,900	Total

#### **Community & Economic Development**

\$32,732	Metro Home Program
<hr/>	
\$32,732	Total

#### **General Government**

\$25,000	Legal Fees
\$7,000	COBRA Expenses
\$4,900	Mayor/Council Legal Fees
\$9,800	Training Expense - gWorks
\$3,750	Civic Clerk
\$20,000	Audit
\$4,800	Janitorial
<hr/>	
\$75,250	Total

#### **Debt Service**

\$10,200	2020B Interest
<hr/>	
\$10,200	Total

#### **Capital Projects**

\$25,163	Small Business Recovery Grants
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\$25,163	Total

#### **Business Type Enterprises**

\$137,164	Derecho Storm Cleanup
<hr/>	
\$137,164	Total

#### **Transfers Out**

\$91,992	Storm Water to Walnut Creek Stream Proj.
\$137,000	LOST to Comm.- Police (West Com)
\$137,000	LOST to Comm.- Fire (West Com)
\$205,867	LOST to ERP
\$30,000	RUT to ERP
<hr/>	
\$601,859	Total

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

WINDSOR HEIGHTS  
Fiscal Year July 1, 2020 - June 30, 2021

The City of WINDSOR HEIGHTS will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2021

**Meeting Date/Time:** 5/17/2021 06:00 PM

**Contact:** RACHELLE SWISHER

**Phone:** (515) 279-3662

**Meeting Location:** 1133 66TH STREET, WINDSOR HEIGHTS IA 50324

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	3,516,205	0	3,516,205
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,516,205	0	3,516,205
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,252,808	0	2,252,808
Other City Taxes	6	1,353,733	0	1,353,733
Licenses & Permits	7	65,400	0	65,400
Use of Money & Property	8	150,000	0	150,000
Intergovernmental	9	734,525	290,129	1,024,654
Charges for Service	10	1,166,490	53,500	1,219,990
Special Assessments	11	0	0	0
Miscellaneous	12	226,000	362,107	588,107
Other Financing Sources	13	13,375,000	0	13,375,000
Transfers In	14	3,771,619	601,859	4,373,478
<b>Total Revenues &amp; Other Sources</b>	15	26,611,780	1,307,595	27,919,375
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	3,035,010	326,000	3,361,010
Public Works	17	899,772	0	899,772
Health and Social Services	18	3,000	0	3,000
Culture and Recreation	19	508,851	50,900	559,751
Community and Economic Development	20	7,737	32,732	40,469
General Government	21	788,802	75,250	864,052
Debt Service	22	3,196,945	10,200	3,207,145
Capital Projects	23	14,140,000	25,163	14,165,163
Total Government Activities Expenditures	24	22,580,117	520,245	23,100,362
Business Type/Enterprise	25	733,536	137,164	870,700
<b>Total Gov Activities &amp; Business Expenditures</b>	26	23,313,653	657,409	23,971,062
Transfers Out	27	3,771,619	601,859	4,373,478
<b>Total Expenditures/Transfers Out</b>	28	27,085,272	1,259,268	28,344,540
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29	-473,492	48,327	-425,165
Beginning Fund Balance July 1, 2020	30	12,026,776	0	12,026,776
<b>Ending Fund Balance June 30, 2021</b>	31	11,553,284	48,327	11,601,611

**Explanation of Changes:** REVENUE SOURCES: \$114,294 COVID GRANT; \$3,600 OTHER GRANTS; \$110,098 FEMA GRANT; \$62,137 NATURAL RESOURCES CONSERVATION GRANT; \$45,000 GEMT REIMBURSEMENTS; \$8,500 COMMUNITY CENTER REVENUE; \$4,300 BALLFIELD RENTALS; \$7,200 COBRA PAYMENTS; \$8,688 CITY HALL ROOF REIMBURSEMENTS; \$84,616 WORKERS COMP REFUND; \$249,303 STREET PROJECTS REIMBURSEMENTS FROM WATER & SEWER; \$8,000 INSURANCE PAYMENT 2007 SILVERADO

## **Resolution No. 2021-20**

### **A RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING ON PROPOSED BUDGET AMENDMENT FOR FISCAL YEAR 2020/2021 FOR THE CITY OF WINDSOR HEIGHTS**

**WHEREAS**, the City is required to hold a public hearing concerning the City's budget amendment for the fiscal year; and

**WHEREAS**, Finance and Administrative staff have incorporated department head requests along with the Council budget goals in preparing a draft budget amendment for fiscal year 2020/2021; and

**WHEREAS**, the Mayor and City Council of the City of Windsor Heights have reviewed the proposed Fiscal Year 2021 budget amendment and are prepared to set a date for a public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Windsor Heights, Iowa, on this 3<sup>rd</sup> day of May, 2021, that a public hearing will be held on Monday, May 17<sup>th</sup>, 2021, beginning at 6:00 p.m., concerning the City's proposed budget amendment for fiscal year 2020/2021, and the City Clerk is directed to publish notice of said meeting in the Des Moines Register.

Passed and approved this 3<sup>rd</sup> day of May, 2021.

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Dave Burgess, Mayor

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