



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
MONDAY, MARCH 16, 2020 – 6:00 P.M.
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST

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. FY 2020-2021 Budget Hearing

- i. Consideration of Resolution No. 2020-34 – A Resolution Adopting the FY 2020-2021 Budget

B. University Avenue Bid Award Hearing

- i. Consideration of Resolution No. 2020-35 – A Resolution Awarding the University Avenue Construction Project to Elder Corporation (\$6,743,000)
- ii. Consideration of Resolution No. 2020-36 – A Resolution Approving the Scope and Fee Proposal from BMI for University Avenue Construction Services not to Exceed \$697,788

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 March 2, 2020
- B. Approve Payment of Claims
- C. Approve February Financial Reports

6. New Business:

A. Consideration of Bonding Resolutions

- i. Resolution No. 2020-36A - Resolution Setting the Date for the Sale of General Obligation Urban Renewal Bonds, Series 2020B and Authorizing the use of a Preliminary Official Statement in Connection Therewith (\$7,500,000.00)
- ii. Resolution No. 2020-36B – A Resolution Setting the date for Sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2020A and Authorizing the use of a Preliminary Official Statement in Connection Therewith (\$8,500,000.00)

- B. Resolution No. 2020-37 - A Resolution Approving the 2020 PCC Patching Project Plans and Specifications and Setting a Public Hearing to Award Bids

The agenda was posted on the official bulletin boards and email on March 13, 2020 in compliance with the requirements of the open meetings law.

- C. Consideration of Resolution No. 2020-38- A Resolution Setting Date for Public Hearing on Ordinance No. 2020-02 – An Ordinance Amending the Windsor Heights Code of Ordinances Relating to Nuisance Abatement Charges
 - D. Consideration of Resolution No. 2020-39 – A Resolution Thanking Jim Egger for His Years of Service on the Planning and Zoning Commission
 - E. Consideration of Resolution No. 2020-40 – A Resolution Approving and Authorizing Signatories on Behalf of the City of Windsor Heights, Iowa for the Bankers Trust Checking Account
 - F. Consideration of Resolution No. 2020-42 - A Resolution Creating a Temporary Community Center Fee Reimbursement Policy due to the Public Health Threat of the Coronavirus (COVID-19)
 - G. Consideration of Resolution No. 2020-43 - A Resolution Approving a Soil Quality Restoration at 1919 69th Street in the amount of \$1,495.40
 - H. Consideration of Police Union Contract
7. **Reports:**
- A. Mayor and Council Reports and Committee Updates
 - B. Interim City Administrator Report
 - C. Staff Reports
 - i. Public Safety Report
 - ii. Public Works Report
 - iii. Communications-Recreation Coordinator Report
8. **Closed Session.** Pursuant to Iowa Code Section 21.5 (1) (c) To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
9. **Convene Into Open Session**
10. **Adjourn to 6:00 pm on Monday, April 6, 2020 for a Regular Council Meeting at the Council Chambers.**

The agenda was posted on the official bulletin boards and email on March 13, 2020 in compliance with the requirements of the open meetings law.

RESOLUTION NO. 2020-34

A RESOLUTION APPROVING AND ADOPTING THE ANNUAL CITY OF WINDSOR HEIGHTS OPERATING BUDGET FOR FY 2020/2021

WHEREAS, the State of Iowa law requires the adoption of the annual operating budget for the fiscal year July 1, 2020, through and including June 30, 2021, by March 31, 2020, and all conditions required by State law including the public hearing requirements have been fulfilled; and

WHEREAS, the Finance Committee and Council have reviewed and provided input on the proposed budget and recommended presentation to the full Council for the requisite hearing, which allows citizen input; and

WHEREAS, the public hearing on the proposed fiscal year 2019/2020 budget was held as properly noticed on Monday, March 16, 2020 at 6:00 p.m.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Windsor Heights, Iowa, that the annual budget for fiscal year ending June 30, 2021, as set forth in the attached Exhibit #1 “Annual City Budget and Certification” be hereby approved and adopted.

Passed and Approved this 16th Day of March, 2020.

David Burgess, Mayor

Attest: _____
Travis Cooke, City Clerk

77-728 Item 3Ai

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2020 - ENDING JUNE 30, 2021

Resolution No.: 2020-34

The City of: Windsor Heights

County Name: POLK

Date Budget Adopted: 3/16/2020
(Date) xxx/xx/xx

The below signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

515-645-6830
Telephone Number

Signature

County Auditor Date Stamp

January 1, 2019 Property Valuations

	Regular	2a	With Gas & Electric	2b	Without Gas & Electric	Last Official Census
			235,610,949		233,447,597	4,860
DEBT SERVICE		3a	294,670,669	3b	292,507,317	
Ag Land		4a				

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General levy	5 1,908,449	1,890,926	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(16)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14	0	52 0
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462	0	465 0
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
		Total General Fund Regular Levies (5 thru 24)	25 1,908,449	1,890,926	
384.1	3.00375	Ag Land	26 0	0	63 0
		Total General Fund Tax Levies (25 + 26)	27 1,908,449	1,890,926	Do Not Add
		Special Revenue Levies			
384.8	0.27000	Emergency (if general fund at levy limit)	28	0	64 0
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30	371,683	1.57753
Rules	Amt Nec	Other Employee Benefits	31	584,890	2.48244
		Total Employee Benefit Levies (29,30,31)	32 956,573	947,791	65 4.05997
		Sub Total Special Revenue Levies (28+32)	33 956,573	947,791	
		Valuation			
386	As Req	With Gas & Elec	Without Gas & Elec		
		SSMID 1 (A)	(B)	34	0
		SSMID 2 (A)	(B)	35	0
		SSMID 3 (A)	(B)	36	0
		SSMID 4 (A)	(B)	37	0
		SSMID 5 (A)	(B)	555	0
		SSMID 6 (A)	(B)	556	0
		SSMID 7 (A)	(B)	1177	0
		SSMID 8 (A)	(B)	1185	0
		Total Special Revenue Levies	39 956,573	947,791	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 682,498	677,488	70 2.31614
384.7	0.87500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
		Total Property Taxes (27+39+40+41)	42 3,547,520	3,516,205	72 14.47611

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

EXPENDITURES SCHEDULE PAGE 1

Fiscal Year Ending 2021

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2021 (J)	RE-ESTIMATED 2020 (K)	ACTUAL 2019 (L)
PUBLIC SAFETY											
Police Department/Crime Prevention	1	1,481,070	577,166						2,058,236	2,093,443	2,400,032
Jail	2								0	0	0
Emergency Management	3	9,870							9,870	8,870	9,534
Flood Control	4								0	0	0
Fire Department	5	162,300	251,064						413,364	687,484	728,730
Ambulance	6	478,600	24,140						502,740	192,190	42,522
Building Inspections	7	50,000	0						50,000	106,233	76,871
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	800	0						800	900	332
Other Public Safety	10								0	0	0
TOTAL (lines 1 - 10)	11	2,182,640	852,370				0		3,035,010	3,069,120	3,258,021
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	0	551,381						551,381	496,152	409,997
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14	0	67,000						67,000	67,000	53,762
Traffic Control and Safety	15	0	5,500						5,500	5,500	2,928
Snow Removal	16	0	275,891						275,891	263,061	201,353
Highway Engineering	17								0	0	0
Street Cleaning	18								0	0	0
Airport	19								0	0	0
Garbage	20								0	0	0
Other Public Works	21								0	0	0
TOTAL (lines 12 - 21)	22	0	899,772				0		899,772	831,713	668,060
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27	0							0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29	3,000							3,000	3,000	0
TOTAL (lines 23 - 29)	30	3,000	0				0		3,000	3,000	0
CULTURE & RECREATION											
Library Services	31	60,000							60,000	95,032	93,077
Museum, Band and Theater	32								0	0	0
Parks	33	259,758	10,599	0					270,357	110,473	159,074
Recreation	34	140,895	10,599	0					151,494	0	152,795
Cemetery	35								0	0	0
Community Center, Zoo, & Marina	36	4,500							4,500	3,200	3,000
Other Culture and Recreation	37	22,500							22,500	0	7,575
TOTAL (lines 31 - 37)	38	487,653	21,198				0		508,851	208,705	415,521

EXPENDITURES SCHEDULE PAGE 2
Fiscal Year Ending 2021

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2021	RE-ESTIMATED 2020	ACTUAL 2019	
	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	0										200
Economic Development											0
Housing and Urban Renewal	7,737	0						7,737	7,737	57,517	0
Planning & Zoning											0
Other Com & Econ Development											-3,686
TIF Rebates											0
TOTAL (lines 39 - 44)	7,737	0	0	0	0	0	0	7,737	7,737	54,031	0
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	90,200	6,303							96,503	103,618	87,053
Clerk, Treasurer, & Finance Adm.	498,976	114,323						613,299	563,753	520,474	0
Elections	4,000							4,000	4,000	3,351	0
Legal Services & City Attorney	75,000							75,000	75,000	92,269	0
City Hall & General Buildings											0
Tort Liability											0
Other General Government		0									426
TOTAL (lines 46 - 52)	668,176	120,626	0	0	0	0	0	788,802	746,371	703,573	0
DEBT SERVICE											
Gov Capital Projects				3,196,945					3,196,945	1,606,669	1,606,669
TIF Capital Projects					14,140,000				14,140,000	1,421,899	1,421,899
TOTAL CAPITAL PROJECTS	0	0	0	0	14,140,000	0	0	14,140,000	0	1,421,899	0
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	3,349,206	1,893,966	0	3,196,945	14,140,000	0	0	22,580,117	6,466,802	8,127,774	0
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility											0
Sewer Utility								107,450	107,450	89,334	82,308
Electric Utility											0
Gas Utility											0
Airport											0
Landfill/Garbage								351,586	351,586	337,818	332,746
Transit											0
Cable TV, Internet & Telephone											0
Housing Authority											0
Storm Water Utility											0
Other Business Type (city hosp., ISF, parking, etc.)								274,500	274,500	258,745	200,397
Enterprise DEBT SERVICE											33,534
Enterprise CAPITAL PROJECTS											0
Enterprise TIF CAPITAL PROJECTS											0
TOTAL Business Type Expenditures (lines 59 - 73)	0	0	0	0	0	0	0	733,536	733,536	648,985	0
TOTAL ALL EXPENDITURES (lines 58+74)	3,349,206	1,893,966	0	3,196,945	14,140,000	0	0	23,313,653	7,152,699	8,776,759	0
Regular Transfers Out		1,041,418						1,041,418	148,000	1,299,488	0
Internal TIF Loan / Repayment		2,730,201						2,730,201	2,003,663	1,973,365	0
Total ALL Transfers Out	0	1,041,418	2,730,201	0	0	0	0	3,771,619	2,151,663	3,272,853	0
Total Expenditures & Fund Transfers Out (lines 75-78)	3,349,206	2,935,384	2,730,201	3,196,945	14,140,000	0	733,536	27,085,272	9,304,362	12,049,612	0
Ending Fund Balance June 30	4,358,869	1,716,866	558,357	553,853	3,229,340	0	1,135,979	11,553,284	12,026,776	10,433,047	0

* A continuing appropriation is the unexpended budgeted amount from a prior year's capital project. The entry is made on the Con-Appropris page that must accompany the budget forms if used. SEE INSTRUCTIONS FOR USE.

The last two columns will fill in once the Re-Est forms are completed

REVENUES DETAIL
Fiscal Year Ending 2021

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
	GENERAL	SPECIAL	TIF	DEBT	CAPITAL	PERMANENT	PROPRIETARY	BUDGET	RE-ESTIMATED	ACTUAL	
	(C)	REVENUES	SPECIAL	SERVICE	PROJECTS	(H)	(I)	2021	2020	2019	
	(C)	(D)	REVENUES	(F)	(G)	(H)	(I)	(J)	(K)	(L)	
REVENUES & OTHER FINANCING SOURCES											
1 Taxes Levied on Property	1,890,926	947,791		677,488	0			3,516,205	3,819,780	3,901,943	
2 Less: Uncollected Property Taxes - Levy Year								0	0	0	
3 Net Current Property Taxes (line 1 minus line 2)	1,890,926	947,791		677,488	0			3,516,205	3,819,780	3,901,943	
4 Delinquent Property Taxes								0	0	0	
5 TIF Revenues			2,252,808					2,252,808	2,159,192	1,810,081	
Other City Taxes:											
6 Utility Tax Replacement Excise Taxes	17,523	8,782		5,010	0			31,315	37,775	18,332	
7 Utility franchise tax (Iowa Code Chapter 364.2)	285,000							285,000	260,000	284,950	
8 Parimutuel wager tax								0	0	0	
9 Gaming wager tax								0	0	0	
10 Mobile Home Taxes	9,000							9,000	25	2,935	
11 Hotel/Motel Taxes								0	0	0	
12 Other Local Option Taxes		1,028,418						1,028,418	0	0	
13 Subtotal - Other City Taxes (lines 6 thru 12)	311,523	1,037,200		5,010	0			1,353,733	297,800	306,217	
14 Licenses & Permits	65,400							65,400	71,900	46,992	
15 Use of Money & Property	150,000	0	0		0			150,000	10,000	17,467	
Intergovernmental:											
16 Federal Grants & Reimbursements	17,000	0						17,000	9,400	45,032	
17 Road Use Taxes		610,000						610,000	622,000	627,843	
18 Other State Grants & Reimbursements	60,014	30,081	0	17,430	0			107,525	133,649	109,580	
19 Local Grants & Reimbursements								0	0	0	
20 Subtotal - Intergovernmental (lines 16 thru 19)	77,014	640,081	0	17,430	0			734,525	765,249	782,455	
Charges for Fees & Service:											
21 Water Utility								0	0	0	
22 Sewer Utility								92,350	92,350	62,337	
23 Electric Utility								0	0	0	
24 Gas Utility								0	0	0	
25 Parking								0	0	0	
26 Airport								0	0	0	
27 Landfill/Garbage								360,500	351,469	354,900	
28 Hospital								0	0	0	
29 Transit								0	0	0	
30 Cable TV, Internet & Telephone								0	0	0	
31 Housing Authority								0	0	0	
32 Storm Water Utility								345,000	345,000	339,018	
33 Other Fees & Charges for Service	357,500	11,140						368,640	312,640	285,381	
34 Subtotal - Charges for Service (lines 21 thru 33)	357,500	11,140		0	0			1,166,490	1,101,459	1,041,636	
35 Special Assessments								0	0	0	
36 Miscellaneous	178,000	48,000						226,000	521,048	1,675,057	
Other Financing Sources:											
37 Regular Operating Transfers In	279,209	13,000		424,209	325,000			1,041,418	148,000	1,299,488	
38 Internal TIF Loan Transfers In				2,105,201	625,000			2,730,201	2,003,663	1,973,365	
39 Subtotal ALL Operating Transfers In	279,209	13,000	0	2,529,410	950,000			3,771,619	2,151,663	3,272,853	
40 Proceeds of Debt (Excluding TIF Internal Borrowing)	0	0	0	0	13,375,000			13,375,000	0	1,536	
41 Proceeds of Capital Asset Sales	0	0	0	0	0			0	0	0	
42 Subtotal-Other Financing Sources (lines 38 thru 41)	279,209	13,000	0	2,529,410	14,325,000			17,146,619	2,151,663	3,274,889	
Total Revenues except for beginning fund balance	3,309,572	2,697,212	2,252,808	3,229,338	14,325,000			26,611,780	10,898,091	12,857,337	
(lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)			1,035,750	521,460	3,044,340			12,026,776	10,433,047	9,627,222	
44 Beginning Fund Balance July 1	4,398,503	1,955,058									
45 TOTAL REVENUES & BEGIN BALANCE (lines 42-44)	7,708,075	4,652,270	3,288,558	3,750,798	17,369,340		1,869,515	38,638,556	21,331,138	22,462,659	

Item 3.2

CITY OF

Windsor Heights

ADOPTED BUDGET SUMMARY
YEAR ENDED JUNE 30, 2021

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
		GENERAL REVENUES	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2021	RE-ESTIMATED 2020	ACTUAL 2019
		(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	1,890,926	947,791		677,488				3,516,205	3,819,780	3,901,943
Less: Uncollected Property Taxes-Lewy Year	2	0	0		0				0	0	0
Net Current Property Taxes	3	1,890,926	947,791		677,488				3,516,205	3,819,780	3,901,943
Delinquent Property Taxes	4	0	0		0				0	0	0
TIF Revenues	5			2,252,808							
Other City Taxes	6	311,523	1,037,200		5,010				2,252,808	2,159,192	1,810,081
Licenses & Permits	7	65,400	0						1,353,733	297,800	306,217
Use of Money and Property	8	150,000	0	0	0		0	0	65,400	71,900	46,992
Intergovernmental	9	77,014	640,081	0	17,430		0	0	150,000	10,000	17,467
Charges for Fees & Service	10	357,500	11,140		0		0	0	734,525	765,249	782,455
Special Assessments	11	0	0		0		0	0	1,166,490	1,101,459	1,041,636
Miscellaneous	12	178,000	48,000		0		0	0	226,000	521,048	1,675,057
Sub-Total Revenues	13	3,030,363	2,684,212	2,252,808	699,928		0	0	9,465,161	8,746,428	9,581,848
Other Financing Sources:											
Total Transfers In	14	279,209	13,000	0	2,529,410	950,000	0	0	3,771,619	2,151,663	3,272,853
Proceeds of Debt	15	0	0	0	0	13,375,000	0	0	13,375,000	0	1,536
Proceeds of Capital Asset Sales	16	0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17	3,309,572	2,697,212	2,252,808	3,229,338	14,325,000	0	797,850	26,611,780	10,898,091	12,856,237
Expenditures & Other Financing Uses											
Public Safety	18	2,182,640	852,370	0	0		0	0	3,035,010	3,069,120	3,258,021
Public Works	19	0	899,772	0	0		0	0	899,772	831,713	668,060
Health and Social Services	20	3,000	0	0	0		0	0	3,000	3,000	0
Culture and Recreation	21	487,653	21,198	0	0		0	0	508,851	208,705	415,521
Community and Economic Development	22	7,737	0	0	0		0	0	7,737	7,737	54,031
General Government	23	668,176	120,626	0	0		0	0	788,802	746,371	703,573
Debt Service	24	0	0	0	3,196,945		0	0	3,196,945	1,600,156	1,606,669
Capital Projects	25	0	0	0	0	14,140,000	0	0	14,140,000	0	1,421,899
Total Government Activities Expenditures	26	3,349,206	1,893,966	0	3,196,945	14,140,000	0	0	22,580,117	6,466,802	8,127,774
Business Type Proprietary: Enterprise & ISF	27							733,536	733,536	685,897	648,985
Total Gov & Bus Type Expenditures	28	3,349,206	1,893,966	0	3,196,945	14,140,000	0	733,536	23,313,653	7,152,699	8,776,759
Total Transfers Out	29	0	1,041,418	2,730,201	0		0	0	3,771,619	2,151,663	3,272,853
Total ALL Expenditures/Fund Transfers Out	30	3,349,206	2,935,384	2,730,201	3,196,945	14,140,000	0	733,536	27,085,272	9,304,362	12,049,612
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31	-39,634	-238,172	-477,393	32,393	185,000	0	64,314	-473,492	1,593,729	806,625
Beginning Fund Balance July 1	33	4,398,503	1,955,058	1,035,750	521,460	3,044,340	0	1,071,665	12,026,776	10,433,047	9,626,422
Ending Fund Balance June 30	34	4,358,869	1,716,886	558,357	553,853	3,229,340	0	1,135,979	11,553,284	12,026,776	10,433,047

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS
PAGE 1

Fiscal Year
2021

City Name: Windsor Heights

	Debt Name (A)	Amount of Issue (B)	Type of Debt Obligation (C)	Debt Resolution Number (D)	Principal Due FY 2021 (E)	Interest Due FY 2021 (F)	Total Obligation Due FY 2021 (G)	Bond Reg./ Paying Agent Fees Due FY 2021 (H)	Reductions due to Refinancing or Prepayment of Certified Debt (I)	Paid from Funds OTHER THAN Current Year Debt Service Taxes (J)	Amount Paid Current Year Debt Service Levy =(K)
(1)	2016A Bond (Refunding)	1,405,000	GO	16-0651	115,000	22,325	137,325	500		137,825	0
(2)	2016B Bond (Refunding)	2,815,000	GO	16-0649	230,000	43,885	273,885	500		274,385	0
(3)	2017B Bond (Refunding)	1,550,000	GO	17-0634	400,000	8,000	408,000	500		408,500	0
(4)	2014A Bond (Refunding)	2,350,000	GO	13-1277	175,000	44,987	219,987	500		220,487	0
(5)	2020A Bond Allison College 65th	5,855,000	GO	PRELEVY	780,000	105,720	885,720	500		424,209	462,011
(6)	2020B Bond University	7,500,000	GO	PRELEVY	1,170,000	113,991	1,283,991	500		1,284,491	0
(7)			NO SELECTION								
(8)			NO SELECTION								
(9)			NO SELECTION								
(10)			NO SELECTION								
(11)			NO SELECTION								
(12)			NO SELECTION								
(13)			NO SELECTION								
(14)			NO SELECTION								
(15)			NO SELECTION								
(16)			NO SELECTION								
(17)			NO SELECTION								
(18)			NO SELECTION								
(19)			NO SELECTION								
(20)			NO SELECTION								
(21)			NO SELECTION								
(22)			NO SELECTION								
(23)			NO SELECTION								
(24)			NO SELECTION								
(25)			NO SELECTION								
(26)			NO SELECTION								
(27)			NO SELECTION								
(28)			NO SELECTION								
(29)			NO SELECTION								
(30)			NO SELECTION								
TOTALS					2,870,000	338,908	3,208,908	3,000	0	2,529,410	662,498

CHECK CITY VALUATIONS
 Taxable Valuations By Class By Levy Authority
 100% Valuations By Class By Levy Authority

Commercial & Industrial Replacement Claim Estimation

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

The City of Windsor Heights

	(A) Commercial - Non-TIF	(B) Commercial - TIF	(C) Industrial - Non-TIF	(D) Industrial - TIF
1	Taxable	28,841,721	51,911,591	
2	100% Assessed	35,456,960	52,046,720	

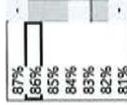
REPLACEMENT \$ **FILLS TO:**

3	General Fund	\$60,014	REVENUES, LINE 18, COL (C)
4	Special Fund	\$30,081	REVENUES, LINE 18, COL (D)
5	Debt Fund	\$17,430	REVENUES, LINE 18, COL (F)
6	Capital Reserve Fund	\$0	REVENUES, LINE 18, COL (G)

REPLACEMENT PAYMENT PERCENTAGE

Beginning in FY 2017-2018, the amount of commercial & industrial replacement payments paid by the State of Iowa to local governments becomes limited by the total amount of payments made in FY 2016-2017. This limitation of total dollars available for repayment of commercial & industrial replacement claims may cause all payments to local governments to be pro-rated. The amount of proration necessary for the budget year will not be known until August, but the dropdown below will allow the estimated commercial & industrial replacement payments to be reduced by a selected proration percentage.

To reduce that estimated amount of commercial & industrial replacement payment budgeted for the coming fiscal year, complete an estimation of the replacement payment above. Once complete, select a proration percentage from the list below. The proration percentage will limit the amount of estimated replacement payment budgeted. This will hopefully prevent an over estimation in the budget year revenues.



*** Please input the amount of revenue being received from any grants or reimbursements from the State of Iowa, excluding the replacement amounts on lines 3 through 6 above. Separate the revenues by fund receiving the money.**

	(A) General	(B) Special Revenue	(C) TIF Sp. Revenue	(D) Debt Service	(E) Capital Projects	(F) Proprietary
Other State Grants & Reimbursements	18					

Fund Balance Worksheet for City of Windsor Heights

		2019		2020		2021		2019		2020		2021	
		(1) Annual Report FY		(2) Re-Estimated FY		(3) Budget FY		Total Government (H)		Total Government (H)		Total Government (H)	
		General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)	Proprietary (I)	Grand Total (J)				
Beginning Fund Balance July 1 (pg 5, line 134)*		4,436,100	1,456,241	1,047,191	482,320	1,476,631	0	727,939	8,898,483			9,626,422	
Actual Revenues Except Beg Bal (pg 5, line 132)*		4,477,947	2,289,752	1,810,081	1,623,016	1,869,337	0	789,789	12,070,133			12,859,922	
Actual Expenditures Except End Bal (pg 9, line 136)*		4,685,494	1,791,705	1,977,051	1,606,669	1,343,393	0	648,985	11,404,312			12,053,297	
Ending Fund Balance June 30 (pg 9, line 147)*		4,228,553	1,954,288	880,221	498,667	2,002,575	0	868,743	9,564,304			10,433,047	
		TIF Special Rev		TIF Special Rev		TIF Special Rev		TIF Special Rev					
General		Spec Rev	Spec Rev	Rev	Debt Serv	Capt Proj	Permanent	Proprietary	Tot Govt			Grand Total	
** Re-Estimated FY													
Beginning Fund Balance		4,228,553	1,954,288	880,221	498,667	2,002,575	0	868,743	9,564,304			10,433,047	
Re-Est Revenues		3,220,000	1,965,366	2,159,192	1,622,949	1,041,765	0	888,819	10,009,272			10,898,091	
Re-Est Expenditures		3,050,050	1,964,596	2,003,663	1,600,156	0	0	685,897	8,618,465			9,304,362	
Ending Fund Balance		4,398,503	1,955,058	1,035,750	521,460	3,044,340	0	1,071,665	10,955,111			12,026,776	
		TIF Special Rev		TIF Special Rev		TIF Special Rev		TIF Special Rev					
General		Spec Rev	Spec Rev	Rev	Debt Serv	Capt Proj	Permanent	Proprietary	Tot Govt			Grand Total	
** Budget FY													
Beginning Fund Balance		4,398,503	1,955,058	1,035,750	521,460	3,044,340	0	1,071,665	10,955,111			12,026,776	
Revenues		3,309,572	2,697,212	2,252,808	3,229,338	14,325,000	0	797,850	25,813,930			26,611,780	
Expenditures		3,349,206	2,935,384	2,730,201	3,196,945	14,140,000	0	733,536	26,351,736			27,085,272	
Ending Fund Balance		4,358,869	1,716,886	558,357	553,853	3,229,340	0	1,135,979	10,417,305			11,553,284	

* The figures in section (1) are taken from FORM F-66(A-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2019
 ** The remaining two sections are filled in by the software once ALL worksheets are completed.

CITY OF Windsor Heights

Department of Management

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1
RE-ESTIMATED Fiscal Year Ending 2020

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUE (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	Fiscal Years	
									RE-ESTIMATED 2020 (J)	ACTUAL 2019 (K)
PUBLIC SAFETY										
Police Department/Crime Prevention	1	1,520,777	572,666						2,093,443	2,400,032
Jail	2								0	0
Emergency Management	3	8,870							8,870	9,534
Flood Control	4								0	0
Fire Department	5	421,420	246,064						667,484	728,730
Ambulance	6	168,050	24,140						192,190	42,522
Building Inspections	7	89,330	16,903						106,233	76,871
Miscellaneous Protective Services	8								0	0
Animal Control	9	900	0						900	332
Other Public Safety	10								0	0
TOTAL (lines 1 - 10)	11	2,209,347	859,773				0		3,069,120	3,258,021
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	0	496,152						496,152	409,997
Parking - Meter and Off-Street	13								0	0
Street Lighting	14	0	67,000						67,000	53,762
Traffic Control and Safety	15	0	5,500						5,500	2,928
Snow Removal	16	0	263,061						263,061	201,353
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport	19								0	0
Garbage	20								0	0
Other Public Works	21								0	0
TOTAL (lines 12 - 21)	22	0	831,713				0		831,713	668,060
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27	0							0	0
Community Mental Health	28								0	0
Other Health and Social Services	29	3,000							3,000	0
TOTAL (lines 23 - 29)	30	3,000	0				0		3,000	0
CULTURE & RECREATION										
Library Services	31	95,032							95,032	93,077
Museum, Band and Theater	32								0	0
Parks	33	99,874	10,599						110,473	159,074
Recreation	34								0	152,795
Cemetery	35								0	0
Community Center, Zoo, & Marina	36	3,200							3,200	3,000
Other Culture and Recreation	37								0	7,575
TOTAL (lines 31 - 37)	38	198,106	10,599				0		208,705	415,521

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2
 RE-ESTIMATED Fiscal Year Ending 2020

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
GOVERNMENT ACTIVITIES CONT.										
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39	0							0	200
Economic Development	40								0	0
Housing and Urban Renewal	41	7,737	0	0					7,737	57,517
Planning & Zoning	42								0	0
Other Com & Econ Development	43								0	-3,666
TIF Rebates	44								0	0
TOTAL (lines 39 - 44)	45	7,737	0	0					7,737	54,031
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	97,315	6,303	0					103,618	87,053
Clerk, Treasurer, & Finance Adm.	47	455,545	108,208						563,753	520,474
Elections	48	4,000							4,000	3,351
Legal Services & City Attorney	49	75,000							75,000	92,269
City Hall & General Buildings	50								0	0
Tort Liability	51								0	0
Other General Government	52								0	426
TOTAL (lines 46 - 52)	53	631,860	114,511	0	1,600,156				746,371	703,573
DEBT SERVICE										
Gov Capital Projects	54				1,600,156				1,600,156	1,606,669
TIF Capital Projects	55		0	0					0	1,421,899
TOTAL CAPITAL PROJECTS	56	0	0	0	0	0	0	0	0	1,421,899
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	3,050,050	1,816,596	0	1,600,156	0	0	0	6,466,802	8,127,774
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59								0	0
Sewer Utility	60								89,334	82,308
Electric Utility	61								0	0
Gas Utility	62								0	0
Airport	63								337,818	332,746
Landfill/Garbage	64								0	0
Transit	65								0	0
Cable TV, Internet & Telephone	66								0	0
Housing Authority	67								258,745	200,397
Storm Water Utility	68								0	33,534
Other Business Type (city hosp., ISF, parking, etc.)	69								0	0
Enterprise DEBT SERVICE	70								0	0
Enterprise CAPITAL PROJECTS	71								0	0
Enterprise TIF CAPITAL PROJECTS	72								0	0
TOTAL ALL EXPENDITURES (lines 56 - 68)	73	3,050,050	1,816,596	0	1,600,156	0	0	0	7,152,699	8,776,759
Regular Transfers Out	75	0	148,000	2,003,663	0	0	0	0	148,000	1,299,438
Internal TIF Loan Transfers Out	76	0	148,000	2,003,663	0	0	0	0	2,003,663	1,973,395
Total ALL Transfers Out	77	0	148,000	2,003,663	0	0	0	0	2,151,663	3,272,663
Total Expenditures and Other Fin Uses (lines 73+74)	78	3,050,050	1,964,596	2,003,663	1,600,156	0	0	0	9,304,362	12,049,652
Ending Fund Balance June 30	79	4,396,503	1,955,056	1,035,750	521,460	3,044,340	0	1,071,665	12,026,776	10,433,047

THE USE OF THE CONTINUING APPROPRIATION IS VOLUNTARY. SUCH EXPENDITURES DO NOT REQUIRE AN AMENDMENT. HOWEVER THE ORIGINAL AMOUNT OF THE CAPITAL PROJECT MUST HAVE APPEARED ON A PREVIOUS YEAR'S BUDGET TO OBTAIN THE SPENDING AUTHORITY. THE CONTINUING APPROPRIATION CAN NOT BE FOR A YEAR PRIOR TO THE ACTUAL YEAR. CONTINUING APPROPRIATIONS END WITH THE ACTUAL YEAR. SEE INSTRUCTIONS.

RE-ESTIMATED REVENUES DETAIL
RE-ESTIMATED Fiscal Year Ending 2020

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
REVENUES & OTHER FINANCING SOURCES	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2020	ACTUAL 2019		
	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)		
1 Taxes Levied on Property	1,944,664		779,842				3,819,780	3,901,943		
2 Less: Uncollected Property Taxes - Levy Year		1,095,274					0	0		
3 Net Current Property Taxes (line 1 minus line 2)	1,944,664	1,095,274	779,842				3,819,780	3,901,943		
4 Delinquent Property Taxes							0	0		
5 TIF Revenues		2,159,192					2,159,192	1,810,081		
6 Other City Taxes:										
7 Utility Tax Replacement Excise Taxes	20,060	11,299	6,416				37,775	18,332		
8 Utility franchise tax (Iowa Code Chapter 364.2)	260,000						260,000	284,950		
9 Parimutuel wager tax							0	0		
10 Gaming wager tax							0	0		
11 Mobile Home Taxes							0	0		
12 Hotel/Motel Taxes	25						25	2,935		
13 Other Local Option Taxes		0					0	0		
14 Subtotal - Other City Taxes (lines 6 thru 12)	280,085	11,299	6,416	0			297,800	306,217		
15 Licenses & Permits	71,900						71,900	46,992		
16 Use of Money & Property	10,000	0		0			10,000	17,467		
17 Intergovernmental:										
18 Federal Grants & Reimbursements	9,400	0		0			9,400	45,032		
19 Road Use Taxes		622,000					622,000	627,843		
20 Other State Grants & Reimbursements	71,403	39,653	22,793	0			133,849	109,580		
21 Local Grants & Reimbursements							0	0		
22 Subtotal - Intergovernmental (lines 16 thru 19)	80,803	661,653	22,793	0			765,249	782,455		
23 Charges for Fees & Service:										
24 Water Utility							0	0		
25 Sewer Utility							92,350	62,337		
26 Electric Utility							0	0		
27 Gas Utility							0	0		
28 Parking							0	0		
29 Airport							0	0		
30 Landfill/Garbage							351,469	354,900		
31 Hospital							0	0		
32 Transit							0	0		
33 Cable TV, Internet & Telephone							0	0		
34 Housing Authority							0	0		
35 Storm Water Utility							345,000	339,018		
36 Other Fees & Charges for Service	311,500	1,140		0			312,640	285,381		
37 Subtotal - Charges for Service (lines 21 thru 33)	311,500	1,140	0	0			1,101,459	1,041,636		
38 Special Assessments							0	0		
39 Miscellaneous	373,048	48,000	0	0			521,048	1,675,057		
40 Other Financing Sources:										
41 Regular Operating Transfers In	148,000						0	1,299,488		
42 Internal TIF Loan Transfers In	0	148,000	813,898	1,041,765			2,003,663	1,973,365		
43 Subtotal ALL Operating Transfers In	148,000	148,000	813,898	1,041,765			2,151,663	3,272,853		
44 Proceeds of Debt (Excluding TIF Internal Borrowing)	0	0	0	0			0	1,536		
45 Subtotal of Capital Asset Sales	0	0					0	0		
46 Subtotal-Other Financing Sources (lines 36 thru 39)	148,000	148,000	813,898	1,041,765			2,151,663	3,274,389		
47 Total Revenues except for beginning fund balance	3,220,000	1,965,366	1,622,949	1,041,765			10,898,091	12,856,232		
48 (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)										
49 Beginning Fund Balance July 1	4,228,553	1,954,288	488,687	2,002,575			10,433,047	9,626,427		
50 TOTAL REVENUES & BEGIN BALANCE (lines 41-42)	7,448,553	3,919,654	2,121,616	3,044,340			21,331,138	22,482,659		

RESOLUTION NO. 2020-35

**A RESOLUTION AWARDING THE UNIVERSITY AVENUE CONSTRUCTION
PROJECT TO ELDER CORPORATION**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the University Avenue Improvement Project, and

WHEREAS, the City Council has held a public hearing on awarding the University Avenue Improvement project on March 16, 2020.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Windsor Heights, Polk County, Iowa, that:

1. The City Council, hereafter referred to as “the Council”, believes the University Avenue Improvement Project, hereafter referred to as “the project” is in the best interest of the City of Windsor Heights, Iowa, and the residents thereof. The project is defined as reconstruction of University Avenue and related improvements between 63rd Street and 73rd Street.
2. The Council has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting.
3. The Council hereby accepts the bid from Elder Corporation, Pleasant Hill, Iowa in the amount of \$6,743,000.00 (six million, seven hundred forty-three thousand dollars and zero cents) and awards the associated contracts to the same.
4. The Council finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of the City of Windsor Heights and its citizens, all as provided for in and permitted by Chapter 364 of the Code of Iowa.
5. All other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the Council as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law.

NOW, THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Windsor Heights, Polk County, Iowa, that, after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance that Travis Cooke, City Clerk, be and is hereby designated, authorized, and empowered on behalf of the City Council of the City of Windsor Heights, Polk County, Iowa to execute the contracts in connection with the afore awarded construction project let through the DOT for this city.

Passed and approved this 16th Day of March, 2020.

ATTEST:

Dave Burgess, Mayor

Travis Cooke, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

Item #3Bi
309 E 5th Street
Suite 202
Des Moines, IA 50309-1981

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

February 27, 2020

City of Windsor Heights
Travis Cooke, City Clerk
1145 66th St Suite 1
Windsor Heights, IA 50324

RE: University Avenue Improvement
Recommendation of Award
Project No.: A13.114724

Dear Mr. Cooke:

At 10:00 AM on February 18, 2020 bids were received for the University Avenue Improvement project. The Engineer's Estimate for project was \$6,454,360.00. Three bids were received through the Iowa DOT, all bidders were responsive, and bids for base bid are summarized as follows:

Bidder	City	Total Bid Amount
Elder Corporation	Pleasant Hill	\$6,743,000.00
Absolute Concrete Construction, Inc.	Slater	\$7,069,077.06
Alliance Construction Group, LLC	Urbandale	\$7,882,012.38

The bid received from Elder Corporation was 4.47% above the engineers estimate for the project, and was determined to be the lowest responsive, responsible bidder. The Iowa DOT has reviewed the bid documents submitted and was satisfied with responses given.

Therefore, Bolton & Menk, Inc. recommends award of the University Avenue Improvements project to Elder Corporation, for the bid amount of \$6,743,000.00 (six million, seven hundred forty-three thousand dollars and zero cents).

Feel free to contact me should there be any questions related to this project.

Sincerely,

Justin Ernst, P.E.
Project Manager

BOLTON & MENK, INC.
cc: File

RESOLUTION NO. 2020-36

A RESOLUTION APPROVING THE SCOPE AND FEE PROPOSAL FROM BMI FOR UNIVERSITY AVENUE CONSTRUCTION SERVICES NOT TO EXCEED \$697,788

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as University Avenue Improvement Project, and

WHEREAS, the City Engineer has prepared the attached Professional Services Agreement for University Avenue construction services not to exceed \$697,788

NOW, THEREFORE BE IT HEREBY RESOLVED that the City Council of the City of Windsor Heights, Iowa does hereby approve the attached Professional Services Agreement.

Passed and approved this 16th day of March, 2020.

Dave Burgess, Mayor

ATTEST:

Travis Cooke, City Clerk

PROFESSIONAL SERVICES AGREEMENT

Item #3Bii

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

Date of Agreement: 3/16/2020
Agreement Number: (BMI Project Number)
Project Location: Windsor Heights, IA

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

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

Fee Arrangement
Hourly, Not-to-Exceed Construction Services: \$697,788 as per the 2020 Bolton & Menk rate schedule

Scope/Intent and Extent of Services
See attached scope of services (exhibit 1) for the University Avenue Improvements (Construction Services)

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

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

Offered by: Bolton & Menk, Inc.


 Matthew Ferrier, PE, Principal Engineer

3/12/2020

 Date

Accepted by: City of Windsor Heights,
 Iowa

 Dave Burgess, Mayor

 Date



**BOLTON
& MENK**

Real People. Real Solutions.

Item #3Bii
309 E 5th Street
Suite 202
Des Moines, IA 50309-1981

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

EXHIBIT 1

CONSULTANT SERVICES

UNIVERSITY AVENUE IMPROVEMENTS

(Construction Services)
WINDSOR HEIGHTS, IOWA

SCOPE OF SERVICES

The Consultant agrees to provide professional services required for construction administration of University Avenue Improvements Project including the following street segments:

The scope of work will include construction administration meeting the requirements of the Iowa DOT process.

BASIC SERVICES

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

TASK 1: CONSTRUCTION SERVICES

The Consultant will consult on a regular basis with the City and the Iowa DOT to clarify and define the City's requirements for the Project and review available data. The Consultant will provide the following Construction Services in regard to the Project:

Subtask 1.1 Pre-construction Meeting

Description: The Consultant will conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, Iowa DOT, utility companies, and other interested parties.

Subtask 1.2 Shop Drawings

Description: The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Subtask 1.3 Construction Administration

Description: The Project Manager will perform the following construction administrative responsibilities:

Date: 3/11/2020

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- With the assistance of City staff and City attorney, prepare contracts for execution by the City and the Contractor.
- Provide supervision and support to Resident Project Representative (RPR) and perform regular on-site reviews.
- Convene and preside over weekly construction progress meetings and prepare minutes.
- Provide weekly updates to City staff for City website and newsletters.

Subtask 1.4 Change Orders and Pay Estimates

Description: The Consultant will issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The Consultant will prepare and sign Pay Estimates every month for processing by the City.

Subtask 1.5 Construction Observation

Description: This task includes that the Resident Project Representative (RPR) will be on-site during the various stages of construction in order to observe and review the quality of work. See attached Exhibit I-1 for RPR's role. The Consultant will determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This task also includes coordinating field-testing of construction materials incorporated into the project with Construction Materials Testing and preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project. For budget purposes, it is assumed that the construction period will be as follows:

The Iowa DOT specified 240 working days for the project. One (1) full-time staff member and one (1) part-time staff member of the Consultant will be available for the construction observation services. The above construction period estimate includes a maximum of 2,930 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 2,930 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

Our on-site construction observer will ensure the project follows all Iowa DOT procedural requirements including all required Iowa DOT forms, reports, and reviews as outlined in Chapter 2 of the Iowa DOT Construction manual.

Subtask 1.6 Iowa DOT Forms, Reports and Reviews

Description: The consultant will completed all required construction administration duties as outlined in Chapter 2 of the Iowa DOT construction manual, including weekly report of working days, review EEO bulletin board, subcontractor requests, review and submittal of certified payrolls.

Date: 3/11/2020

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Subtask 1.7 Construction Staking

Description: The Consultant will complete construction staking on the following features; construction limits/right-of-way, curb and gutter, street grades, sidewalk, storm sewer, watermain, and sanitary sewer.

Subtask 1.8 Construction Material Testing (Subconsultant Construction Materials Testing)

Description: This task includes testing construction materials to verify the materials are within specification. This includes moisture/density of subgrade material and testing of PCC pavement.

Subtask 1.9 Final Inspections and Project Close-Out

Description: The Consultant will conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable.

Subtask 1.10 Record Drawings

Description: This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the RPR. The Consultant shall provide the City with one (1) reproducible copy of the record drawings.

ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

1. Subsurface Utility Investigations
2. Real Estate Acquisition Services

COMPENSATION**University Avenue Improvement Project (Construction Services)****\$697,788**

EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

- a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

**City of Windsor Heights Regular Business Meeting Minutes
Monday, March 2, 2020 – 6:00 P.M. Council Chambers**

1. **Call to Order:** Mayor Burgess called the meeting to order at 6:00 PM. Council members present: Susan Skeries, Joseph Jones, Mike Loffredo, Mike Jones, and Threase Harms. Staff present: Interim City Administrator Mark Arentsen, City Clerk Travis Cooke, Finance Director Rachelle Swisher, Public Works Director Dalton Jacobus, Communications/Recreation Coordinator Whitney Tucker, City Engineer Justin Ernst, and City Attorney Erin Clanton. The Pledge of Allegiance was recited.
2. **Approval of the Agenda:** Motion by Loffredo to approve the agenda. Seconded by Joseph Jones. Motion passed 5-0.
3. **Public Hearings:**
 - A. **Considering the Maximum Tax Dollars for Certain Levies for the City’s Proposed Fiscal Year 2020-2021 Budget:** Motion by Harms to open the public hearing at 6:02 PM. Seconded by Joseph Jones. Motion passed 5-0. No comments written or oral. Motion by Joseph Jones to close the public hearing at 6:03 PM. Seconded by Harms. Motion passed 5-0.
 - i. **Consideration of Resolution No. 2020-21 – A Resolution to Adopt the Fiscal Year 2020-2021 Maximum Property Tax Dollars for Certain Levies:** Motion by Harms to approve Resolution No. 2020-21. Seconded by Joseph Jones. Motion passed 5-0.
 - B. **Public hearing on proposal to enter into a General Obligation Corporate Purpose and Refunding Loan Agreement, Series 2020A (College-Allison-69th):** Motion by Harms to open the public hearing at 6:05 PM. Seconded by Loffredo. Motion passed 5-0. No comments written or oral. Motion by Joseph Jones to close the public hearing at 6:06 PM. Seconded by Harms. Motion passed 5-0.
 - i. **Consideration of Resolution No. 2020-22 - Resolution taking additional action on proposal to enter into a General Obligation Corporate Purpose and Refunding Loan Agreement and providing for the levy of taxes to pay the same:** Motion by Mike Jones to approve Resolution No. 2020-22. Seconded by Joseph Jones. Motion passed 5-0.
 - C. **Public hearing on proposal to enter into a General Obligation Urban Renewal Loan Agreement, Series 2020B (University Avenue):** Motion by Harms to open the public hearing at 6:07 PM. Seconded by Mike Jones. Motion passed 5-0. No comments written or oral. Motion by Joseph Jones to close the public hearing at 6:08 PM. Seconded by Harms. Motion passed 5-0.
 - i. **Consideration of Resolution No. 2020-23 - Resolution taking additional action on proposal to enter into a General Obligation Urban Renewal Loan Agreement, Series 2020B:** Motion by Harms to approve Resolution No. 2020-23. Seconded by Joseph Jones. Motion passed 5-0.
 - D. **Regarding the plans, specifications, form of contract and estimate of costs for 2020 Street Improvement Project - Allison Avenue between 64th and 69th Streets and 69th Street between School Street and University Avenue:** Motion by Joseph Jones to open the public hearing at 6:09 PM. Seconded by Harms. Motion passed 5-0. No comments written or oral. Motion by Mike Jones to close the public hearing at 6:10 PM. Seconded by Loffredo. Motion passed 5-0.
 - i. **Consideration of Resolution No. 2020-24 - A Resolution Awarding Contract for 2020 Street Reconstruction Projects - Allison and 69th Streets (\$2,634,369.85):** Motion by Harms to approve Resolution No. 2020-24. Seconded by Mike Jones. Motion passed 5-0.
 - E. **Regarding the plans, specifications, form of contract and estimate of costs for College Drive Improvements between Harbach Blvd. and 73rd Street:** Motion by Harms to open the public hearing at 6:15 PM. Seconded by Joseph Jones. Motion passed 5-0. No comments written or oral. Motion by Harms to close the public hearing at 6:16 PM. Seconded by Joseph Jones. Motion passed 5-0.

- i. **Consideration of Resolution No. 2020-25 - A Resolution Awarding Contract for College Drive Improvements (\$1,969,869.00):** Motion by Harms to approve Resolution No. 2020-25. Seconded by Mike Jones. Motion passed 5-0.

4. **Public Forum:** None.

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

- A. Approve Minutes of the Regular Council Meeting on February 17, 2020
- B. Approve Payment of Claims

Motion by Harms to approve the consent agenda. Seconded by Joseph Jones. Motion passed 5-0.

6. **New Business:**

- A. **Consideration of Resolution No. 2020-26 - A Resolution Setting a Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Costs for the University Avenue Project:** Motion by Harms to approve Resolution No. 2020-26. Seconded by Joseph Jones. Motion passed 5-0.

- B. **Consideration of Resolution No. 2020-27 – Resolution Setting Date for Public Hearing on Designation of the Expanded Windsor Heights Consolidated Urban Renewal Area and on Urban Renewal Plan Amendment:** Motion by Harms to approve Resolution No. 2020-27. Seconded by Joseph Jones. Motion passed 5-0.

- C. **Consideration of Resolution No. 2020-28 - A Resolution authorizing and approving the Des Moines Metropolitan Area Solid Waste Agency d/b/a Metro Waste Authority to enter into a loan agreement and providing for the issuance and securing the payment of a Material Recovery Facility Solid Waste Disposal Revenue Note, Series 2020, in a principal amount not to exceed \$24,500,000, refund current outstanding indebtedness and maintain outstanding indebtedness in an aggregate principal amount not to exceed \$50,000,000:** Motion by Harms to approve Resolution No. 2020-28. Seconded by Loffredo. Motion passed 5-0.

- D. **Consideration of Resolution No. 2020-29 - A Resolution Accepting a Proposal from Key Elements Consulting for Personnel Services (\$6,365):** Motion by Mike Jones to approve Resolution No. 2020-29. Seconded by Loffredo. Motion passed 5-0.

- E. **Consideration of Resolution No. 2020-30 - A Resolution Authorizing the Mayor to enter an Agreement for the City’s Audit For Fiscal Years 2019-2020, 2020-2021, And 2021-2022 (\$61,800):** Motion by Joseph Jones to approve Resolution No. 2020-30. Seconded by Mike Jones. Motion passed 4-1 (Skeries voting no).

- F. **Consideration of Resolution No. 2020-31 - A Resolution Accepting the Proposal from Safe Building Compliance and Technology (Safe Building) for Rental Inspections and Related Services:** Motion by Mike Jones to approve Resolution No. 2020-31. Seconded by Harms. Motion passed 4-1 (Harms abstained).

- G. **Consideration of Resolution No. 2020-32 - A Resolution Waiving Fees for the Community Center for the Windsor Heights Chamber Of Commerce to Auction Off a Free Community Center Rental at the Celebrate Windsor Heights Event on March 26th 2020 (\$500):** Motion by Loffredo to approve Resolution No. 2020-32. Seconded by Skeries. Motion passed 5-0.

H. **FY 2020-21 Budget Review**

- i. **Consideration of Resolution No. 2020-33 - A Resolution Setting Time and Place for a Public Hearing on the Proposed Budget for Fiscal Year 2020-2021:** Motion by Harms to approve Resolution No. 2020-33. Seconded by Mike Jones. Motion passed 5-0.

7. **Reports:**

- A. **Mayor and Council Reports and Committee Updates:** Joseph Jones – DART Budget. Mike Jones – Attended BRAVO orientation.

- B. **Interim City Administrator Report:** Submitted a Prairie Meadows grant for lighting of trail under I-235. Will be holding pre-construction meetings on approved projects with BMI in the coming weeks. P & Z member Jim Eggers is retiring after more than 20 years on the commission.

C. City Clerk Report: Civic Clerk is coming along. Codification company is working on how the online code displays on the website.

- 8. Closed Session.** Pursuant to Iowa Code Section 21.5 (1) (c) To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation: Motion by Joseph Jones to go into closed session at 7:12 PM. Seconded by Mike Jones. Roll call vote: Joseph Jones- Aye, Harms – aye, Skeries – aye, Loffredo – aye, and Mike Jones – aye. Motion passed 5-0.
- 9. Convene Into Open Session**
Motion by Mike Jones to convene into open session at 7:32 PM. Seconded by Harms. Motion passed 5-0.
- 10. Adjourn to 6:00 pm on Monday, March 16, 2020 for a Regular Council Meeting at the Council Chambers:** Motion by Skeries to adjourn the meeting at 7:33 PM. Seconded by Joseph Jones. Motion passed 5-0.

David Burgess, Mayor

Attest: Travis Cooke, City Clerk

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ADVENTURE LIGHTING	SUPPLIES		1.96	50320	3/12/20
AMERICAN ALARMS	FIRE MONITORING		66.00	50321	3/12/20
ARNOLD MOTOR SUPPLY	MULTI PURP GREASE TUBE		98.35	50322	3/12/20
ARROWHEAD FORENSICS	SUPPLIES		96.45	50323	3/12/20
AMERICAN TRAFFIC SOLUTIONS	PAID CITATIONS	29,250.00	50324	3/12/20	
AUREON IT	TRAVIS LAPTOP		971.10	50325	3/12/20
BANKERS TRUST COMPANY	CC FEES	130.11	2235	3/12/20	
BANKERS TRUST COMPANY	CC FEES	247.48	2236	3/12/20	
BANKERS TRUST COMPANY	I AWEA CONFERENCE	3,208.45	3,586.04	50328	3/12/20
BENEFITS, INC	HSA JACOBUS		1,624.48	2237	3/12/20
BOLTON & MENK	PRELIM & FINAL DESIGN WORK		62,067.50	50329	3/12/20
BOUND TREE MEDICAL LLC	SUPPLIES		1,030.93	50330	3/12/20
BRAUCHT, JUDY	APRIL PENSION		1,067.86	50331	3/12/20
BRAVO GREATER DES MOINES INC.	28E 1ST & 2ND QTR FY20		1,132.67	50332	3/12/20
BRICK GENTRY PC	ATTORNEY FEES		15,580.00	50333	3/12/20
CALIBRE PRESS	TRAINING - IRLBECK		199.00	50334	3/12/20
CENTURY LINK	INTERNET		1,029.73	50335	3/12/20
CLIVE POWER EQUIP.	4 CYC FUEL		53.60	50336	3/12/20
COOKE, TRAVIS	FEB & MARCH CELL PHONE		112.65	50337	3/12/20
CPI	ANNUAL OPENFOX MESSENGER LIC		180.00	50338	3/12/20
CRYSTAL CLEAR WATER CO.	WATER		33.00	50339	3/12/20
DEPT OF PUBLIC DEFENSE	T50 SHOOTHOUSE		220.00	50340	3/12/20
DES MOINES WATER WORKS	1133 66TH ST		300.94	50341	3/12/20
ELECTRICAL ENG. & EQ.	UNIV AVE XMAS LIGHT REPAIRS		124.38	50342	3/12/20
FEDERAL TAX DEPOSIT	FED/FICA TAX		19,797.66	2224	3/04/20
GALLS QUARTERMASTER	CLOTHING ALLOWANCE		78.76	50343	3/12/20
GOVHR USA	CITY ADMIN HIRE		13,351.69	50344	3/12/20
GRIMES ASPHALT & PAVING	COLD MIX		315.36	50345	3/12/20
O'DONNELL ACE HICKMAN	MAILBOX REPAIR		78.39	50346	3/12/20
Iowa Assoc. Prof. Fire Chiefs	FIRE CHIEF ANNUAL MEMBERSHIP		100.00	50347	3/12/20
ICMA RETIREMENT TRUST	ICMA	677.39	2223	3/04/20	
ICMA RETIREMENT TRUST	CITY CONTRIBUTION	888.55	2226	3/05/20	
ICMA RETIREMENT TRUST	CITY CONTRIBUTION	851.05	2,416.99	2227	3/05/20
IMAGETek, Inc.	RADIX MONTHLY SUBSCRIPTION		496.00	2238	3/12/20
INTERSTATE ALL BATTERY	BATTERY		21.75	50348	3/12/20
IOWA DOT	PAPER ROLLS FOR PRINTER		168.27	50349	3/12/20
IOWA PRISON INDUSTRIES	POLICE DOOR TAG		126.50	50350	3/12/20
IRLBECK, MICHAEL	CLOTHING ALLOWANCE		12.66	50351	3/12/20
JONES, BRIAN	CLOTHING ALLOWANCE		171.15	50352	3/12/20
KABEL BUSINESS SERVICES	FLEX - BENEFITS		673.07	2225	3/04/20
KOCH OFFICE GROUP	COPIER CONTRACT		238.57	50353	3/12/20
LAERDAL	EMS TRAINING MANIQUIN PART		88.44	50354	3/12/20
LOCAL GOVERNMENT CONSULTING	WEEK OF 3/1-3/7		8,200.00	50355	3/12/20
MEDIA COM	INTERNET		570.00	50356	3/12/20
MERCY ONE CLIVE PHARMACY	SUPPLIES		468.70	50357	3/12/20
METRO WASTE AUTHORITY	COMPOST IT STICKERS JAN/FEB		1,159.00	50358	3/12/20
MIDAMERICAN ENERGY	STREET LIGHTS		3,312.00	2239	3/12/20
MORGAN, DAN	MILEAGE		92.00	50359	3/12/20
MUNICIPAL COLLECTIONS-AM	CITATION LISTING		13.00	50360	3/12/20
NISSSEN, ANDREW	CLOTHING ALLOWANCE		254.57	50361	3/12/20
O'REILLY AUTO PARTS	SPRAY WAX		11.98	50362	3/12/20
OMNI BILLING	EMS BILLING		347.38	50363	3/12/20
POLK COUNTY AUDITORS OFFICE	ANIMAL CONTROL FEES		78.81	50364	3/12/20
PRAXAIR DISTRIBUTION INC	RENTAL		89.13	50365	3/12/20

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
PURCHASE POWER	POSTAGE	208.99	50366		3/12/20
QUALITY PEST CONTROL	PEST CONTROL	61.00	50367		3/12/20
QUEEN OF CLEAN, LLC	CLEANING 2/16-2/29	510.00	50368		3/12/20
RACHELLE SWISHER	FEBRUARY CELL PHONE	83.33	50369		3/12/20
RADAR ROAD TECH	RADAR CERTIFICATION	210.00	50370		3/12/20
DES MOINES REGISTER	PUBLICATIONS	589.53	50371		3/12/20
RELI STAR LIFE INS CO	BOWERS/NISSEN	150.00	50372		3/12/20
SAFE BUILDING COMPLIANCE	INSPECTIONS	1,637.97	50373		3/12/20
SIRCHIE FINGER PRINT LAB	REPLACEMENT PORELON PAD	67.70	50374		3/12/20
SNAP-ON MARK STUCHEL	PLAYGROUND REPAIR HEX BITS	36.00	50375		3/12/20
STIVERS FORD	REPAIRS	56.40	50376		3/12/20
Strauss Security Solutions	LOCKSMITH	189.00	50377		3/12/20
TEAMSTERS LOCAL 238	UNION DUES	637.92	50319		3/04/20
TRANSUNION RISK & ALTERNATIVE	TLOXP CHARGES	50.00	50378		3/12/20
TUCKER, WHITNEY	CELL PHONE OCT	382.92	50379		3/12/20
UNIVERSITY DM ACE HARDWARE	CAULK/ADHESIVE	27.46	50380		3/12/20
VAN WALL EQUIPMENT	OIL & FILTER-SKID LOADER	40.17	50381		3/12/20
WAL-MART	FIRST AID KITS	363.90	50382		3/12/20
WEX FLEET UNIVERSAL	FUEL	2,331.17	50383		3/12/20
		=====			
	Accounts Payable Total				
			179,191.93		

Payroll Checks

001	GENERAL	43,193.49
110	ROAD USE TAX	10,009.79
610	SEWER	387.58
740	STORM WATER	613.20

	Total Paid On: 3/06/20	54,204.06
		=====
	Total Payroll Paid	54,204.06
		=====
	Report Total	233,395.99
		=====

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

Payroll Checks: 3/02/2020- 3/12/2020

Item #5B

FUND	NAME	AMOUNT
001	GENERAL	141,837.42
110	ROAD USE TAX	21,028.03
112	EMPLOYEE BENEFITS	2,701.84
113	POLICE PENSION	1,067.86
313	2017/18 Capital Projects	405.00
314	UNIVERSITY AVE ST PROJECT	1,252.50
317	WAL CREEK BIKE HUB/BRIDGE	3,067.50
319	2020 STREET PROJECTS	53,832.50
321	WAL CREEK STREAM PROJECT	335.00
322	73RD STREET PROJECT	900.00
610	SEWER	3,359.02
670	LANDFILL/GARBAGE	1,159.00
740	STORM WATER	2,450.32

	TOTAL FUNDS	233,395.99

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	128,393.74	3,347,325.73
110-000-1110	CASH - RUT	18,284.18-	942,343.39
112-000-1110	CASH - EMP BENEFIT FUND	131,927.93	731,072.00
113-000-1110	CASH - POLICE PENSION	31,431.23	24,522.65
114-000-1110	CASH - POLICE TRUST	.00	12,083.75-
115-000-1110	CASH - POLICE PREFORFEIT	.00	1,602.32-
119-000-1110	CASH - EMERGENCY FUND	.00	1,660.26
121-000-1110	CASH - LOCAL OPTION SALES TAX	.00	594,873.45
125-000-1110	CASH - TIF	.00	2,008,731.00
145-000-1110	CASH - URBAN RENEWAL FUNDS	.00	253,285.67
200-000-1110	CASH - DEBT SERVICE	.00	778,292.48
303-000-1110	CASH - COLBY PARK	.00	37,979.05
306-000-1110	CASH - HICKMAN ROAD PROJECT	.00	.23-
309-000-1110	CASH - 2014 A STREET PROJECT	.00	483,476.88
311-000-1110	CASH - TRAIL CONNECTION	.00	160,000.00
312-000-1110	CASH - 63/HICKMAN STREETScape	.00	.17
313-000-1110	CASH - 2017/18 STREET PROJECTS	405.00-	407,054.41-
314-000-1110	CASH - UNIVERSITY AVE PROJECT	1,252.50-	36,135.76-
315-000-1110	CASH - 2018 HMA PROJ	.00	106,099.23
316-000-1110	CASH - 2018 PCC PATCHING PROJ	.00	139,423.93
317-000-1110	CASH - WAL CREEK BIKE HUB/BRID	3,067.50-	4,165.00-
319-000-1110	CASH - 2020 STREET PROJECTS	53,832.50-	196,083.50-
320-000-1110	CASH - 2020 PCC PATCHING	.00	.00
321-000-1110	CASH - WAL CREEK STREAM PROJ	335.00-	567.50-
322-000-1110	CASH - 73RD ST	900.00-	900.00-
350-000-1110	CASH - EQUIP REVOLVE FUND	.00	191,798.09
350-000-1180	CASH - EQUIP REVOLVE - POLICE	.00	17,078.32
350-000-1181	CASH - EQUIP REVOLVE - FIRE	.00	39,453.02
350-000-1182	CASH - EQUIP REVOLVE - AMB	.00	28,664.07-
350-000-1183	CASH - EQUIP REVOLVE - STEETS	.00	1,049,585.25
350-000-1184	CASH - EQUIP REVOLVE - SNOW	.00	.00
350-000-1185	CASH - EQUIP REVOLVE - PARKS	.00	10,581.81-
350-000-1186	CASH - EQUIP REVOLVE - CEC	.00	18,132.28
350-000-1187	CASH - EQUIP REVOLVE - IT DEPT	.00	40,148.32-
600-000-1110	CASH - WATER	.00	103,254.44-
610-000-1110	CASH - SEWER	3,359.28-	23,944.88
670-000-1110	CASH - LANDFILL/GARBAGE	1,159.00-	352,112.03
740-000-1110	CASH - STORM WATER	2,449.94-	832,657.72
810-000-1110	CASH - REVOLVING FUND	.00	261,026.22-
	CASH TOTAL	206,708.00	11,031,580.15
001-000-1115	RESERVE CASH - COMM CENTER	.00	43,133.57
	RESERVE CASH TOTAL	.00	43,133.57
115-000-1120	PETTY CASH - POLICE FOREITURE	.00	1,000.00
	PETTY CASH TOTAL	.00	1,000.00

BALANCE SHEET
CALENDAR 3/2020, FISCAL 9/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1150	IPAIT - GENERAL	.00	522,512.14
112-000-1150	IPAIT - EMPLOYEE BENEFITS	.00	.00
	IPAIT TOTAL	.00	522,512.14
001-000-1160	SAVINGS - 680-5592 - GENERAL	255,459.80-	.00
001-000-1161	SAVINGS - KWHB	.00	2,950.44
112-000-1160	SAVINGS - EMP BENEFIT 689-6237	148,268.56-	.00
113-000-1160	SAVINGS - 680-2292 - POLICE	32,499.09-	.00
114-000-1160	SAVINGS - POLICE TRUST	.00	35,344.92
115-000-1160	SAVINGS - PREF/DEA	.00	1,147.87
	SAVINGS TOTAL	436,227.45-	39,443.23
001-000-1170	CD 082009 - KWHB	.00	11,539.60
600-000-1170	CD 12062707- WATER	.00	102,257.54
810-000-1170	CD 050109 - REVOLVING FUND	.00	100,000.00
	CD'S TOTAL	.00	213,797.14
	TOTAL CASH	229,519.45-	11,851,466.23

REVENUE REPORT
CALENDAR 2/2020, FISCAL 8/2020

PCT OF FISCAL YTD **66.6%** Rem #5C

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	3,220,000.00	57,292.37	1,927,464.53	59.86	1,292,535.47
	ROAD USE TAX TOTAL	624,000.00	62,119.11	471,132.73	75.50	152,867.27
	EMPLOYEE BENEFITS TOTAL	1,217,226.00	4,917.76	655,438.66	53.85	561,787.34
	POLICE PENSION TOTAL	13,000.00	.00	86.83	.67	12,913.17
	POLICE TRUST TOTAL	.00	.00	14,000.00	.00	14,000.00-
	POLICE PREFORFEITURE TOTAL	1,140.00	.00	3.05	.27	1,136.95
	EMERGENCY FUND TOTAL	.00	.00	.00	.00	.00
	LOCAL OPTION SALES TAX TOTAL	.00	61,858.12	594,873.45	.00	594,873.45-
	TAX INCREMENT FINANCING TOTAL	3,142,387.00	.00	1,128,509.97	35.91	2,013,877.03
	URBAN RENEWAL TOTAL	217,315.00	.00	.00	.00	217,315.00
	DEBT SERVICE TOTAL	1,622,949.00	2,792.80	444,922.97	27.41	1,178,026.03
	COLBY PARK TOTAL	.00	.00	.00	.00	.00
	HICKMAN ROAD PROJECT TOTAL	.00	.00	.00	.00	.00
	2014A STREETS PROJECTS TOTAL	.00	.00	.00	.00	.00
	TRAIL CONNECTION TOTAL	.00	.00	.00	.00	.00
	63/HICKMAN ST SCAPE TOTAL	.00	.00	.00	.00	.00
	2017/18 Capital Projects TOTAL	2,800,000.00	.00	.00	.00	2,800,000.00

REVENUE REPORT
CALENDAR 2/2020, FISCAL 8/2020

PCT OF FISCAL YTD **66.6%** Rem #5C

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	UNIVERSITY AVE ST PROJECT TOTA	.00	.00	.00	.00	.00
	2018 HMA RESURFACING PROJ TOTA	110,000.00	.00	.00	.00	110,000.00
	2018 PCC PATCHING PROJECT TOTA	.00	.00	.00	.00	.00
	WAL CREEK BIKE HUB/BRIDGE TOTA	.00	.00	.00	.00	.00
	2020 STREET PROJECTS TOTAL	.00	.00	.00	.00	.00
	2020 PCC PATCHING TOTAL	.00	.00	.00	.00	.00
	WAL CREEK STREAM PROJECT TOTA	.00	.00	.00	.00	.00
	73RD STREET PROJECT TOTAL	.00	.00	.00	.00	.00
	CAPITAL EQUIPMENT FUND TOTAL	.00	1,041.93	2,317.28	.00	2,317.28-
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER TOTAL	192,350.00	.00	73,010.15	37.96	119,339.85
	LANDFILL/GARBAGE TOTAL	351,469.00	27,258.12	216,468.22	61.59	135,000.78
	STORM WATER TOTAL	345,000.00	32,858.54	255,454.50	74.04	89,545.50
	REVOLVING FUND TOTAL	.00	.00	.00	.00	.00
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		13,856,836.00	250,138.75	5,783,682.34	41.74	8,073,153.66
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 2/2020, FISCAL 8/2020

PCT OF FISCAL YTD **66.6%** Rem #5C

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	2,093,443.00	157,189.82	1,383,077.28	66.07	710,365.72
	EMERGENCY MANAGEMENT TOTAL	8,870.00	.00	9,089.80	102.48	219.80-
	FIRE TOTAL	667,484.00	12,015.40	346,198.67	51.87	321,285.33
	AMBULANCE TOTAL	192,190.00	31,342.10	200,234.60	104.19	8,044.60-
	BUILDING INSPECTIONS TOTAL	106,233.00	6,322.30	87,502.04	82.37	18,730.96
	ANIMAL CONTROL TOTAL	900.00	.00	714.19	79.35	185.81
	PUBLIC SAFETY TOTAL	3,069,120.00	206,869.62	2,026,816.58	66.04	1,042,303.42
	ROADS, BRIDGES, SIDEWALKS TOTA	496,152.00	17,357.65	262,921.09	52.99	233,230.91
	STREET LIGHTING TOTAL	67,000.00	3,768.51	33,867.39	50.55	33,132.61
	TRAFIC CONTROL & SAFETY TOTAL	5,500.00	1,145.26	3,068.36	55.79	2,431.64
	SNOW REMOVAL TOTAL	263,061.00	32,758.38	145,752.63	55.41	117,308.37
	PUBLIC WORKS TOTAL	831,713.00	55,029.80	445,609.47	53.58	386,103.53
	WATER, AIR, MOSQUITO CONTRO TOTA	.00	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,000.00	.00	.00	.00	3,000.00
	HEALTH & SOCIAL SERVICES TOTA	3,000.00	.00	.00	.00	3,000.00
	LIBRARY TOTAL	95,032.00	12,500.00	47,500.00	49.98	47,532.00
	PARKS TOTAL	110,473.00	9,173.23	68,824.79	62.30	41,648.21
	COMMUNITY CTR/ZOO/MARINA TOTA	3,200.00	.00	1,500.00	46.88	1,700.00
	SPECIAL EVENTS TOTAL	.00	.00	613.00	.00	613.00-
	COMMUNITY CENTER TOTAL	139,879.00	5,844.01	66,280.49	47.38	73,598.51
	CULTURE & RECREATION TOTAL	348,584.00	27,517.24	184,718.28	52.99	163,865.72
	COMMUNITY BEAUTIFICATION TOTA	.00	.00	.00	.00	.00
	HOUSING & URBAN RENEWAL TOTAL	7,737.00	12,500.00	35,616.00	460.33	27,879.00-
	COMMUNITY & ECONOMIC DEV TOTA	7,737.00	12,500.00	35,616.00	460.33	27,879.00-
	MAYOR/COUNCIL TOTAL	52,871.00	2,219.73	24,454.46	46.25	28,416.54
	IT DEPARTMENT TOTAL	50,747.00	6,326.71	36,193.58	71.32	14,553.42
	CLERK/TREASURER/ADM TOTAL	563,753.00	41,280.31	380,472.72	67.49	183,280.28
	ELECTIONS TOTAL	4,000.00	.00	840.88	21.02	3,159.12
	LEGAL SERVICES/ATTORNEY TOTAL	75,000.00	5,220.00	68,285.00	91.05	6,715.00
	OTHER GENERAL GOVERNMENT TOTA	.00	3,939.65	3,939.65	.00	3,939.65-
	GENERAL GOVERNMENT TOTAL	746,371.00	58,986.40	514,186.29	68.89	232,184.71
	ROADS, BRIDGES, SIDEWALKS TOTA	786,258.00	.00	115,797.50	14.73	670,460.50
	PARKS TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 2/2020, FISCAL 8/2020

PCT OF FISCAL YTD **66.6%** Rem #5C

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	HOUSING & URBAN RENEWAL TOTAL	813,898.00	.00	49,498.75	6.08	764,399.25
	DEBT SERVICE TOTAL	1,600,156.00	.00	165,296.25	10.33	1,434,859.75
	POLICE TOTAL	.00	.00	1,308.98	.00	1,308.98-
	FIRE TOTAL	.00	.00	6,841.00	.00	6,841.00-
	AMBULANCE TOTAL	.00	.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALKS TOTA	.00	49,243.00	173,847.99	.00	173,847.99-
	SNOW REMOVAL TOTAL	.00	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00	.00
	COMMUNITY CENTER TOTAL	.00	.00	.00	.00	.00
	IT DEPARTMENT TOTAL	.00	.00	19,681.39	.00	19,681.39-
	CAPITAL PROJECTS TOTAL	.00	11,231.63	117,899.21	.00	117,899.21-
	CAPITAL PROJECTS TOTAL	.00	60,474.63	319,578.57	.00	319,578.57-
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	189,334.00	2,912.08	58,572.35	30.94	130,761.65
	LANDFILL/GARBAGE TOTAL	337,818.00	54,052.18	213,013.92	63.06	124,804.08
	STORM WATER TOTAL	258,745.00	3,767.74	88,511.10	34.21	170,233.90
	ENTERPRISE FUNDS TOTAL	785,897.00	60,732.00	360,097.37	45.82	425,799.63
	TRANSFERS IN/OUT TOTAL	4,127,213.00	264.70	264.70	.01	4,126,948.30
	TRANSFER OUT TOTAL	4,127,213.00	264.70	264.70	.01	4,126,948.30
	TOTAL EXPENSES	11,519,791.00	482,374.39	4,052,183.51	35.18	7,467,607.49

MINUTES TO SET DATE FOR SALE OF BONDS AND AUTHORIZE OFFICIAL STATEMENT FOR BONDS

503155-12

Windsor Heights, Iowa

March 16, 2020

The City Council of the City of Windsor Heights, Iowa, met on March 16, 2020, at _____ o'clock p.m. at _____, Windsor Heights, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the resolution duly adopted, as hereinafter set out.

••••

At the conclusion of the meeting and, upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2020-36A

Resolution setting the date for the sale of General Obligation Urban Renewal Bonds, Series 2020B and authorizing the use of a preliminary official statement in connection therewith

WHEREAS, the City of Windsor Heights (the “City”), in Polk County, State of Iowa, heretofore proposed to enter into a loan agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$7,500,000 for the purpose of paying the costs, to that extent, of constructing street improvements and incidental water utility system, sanitary sewer system, storm water drainage and sidewalk improvements; and acquiring and installing street lighting, signage and signalization; and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 2, 2020;

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Urban Renewal Bonds, Series 2020B (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Independent Public Advisors, LLC, as municipal financial advisor (the “Financial Advisor”) to the City; and

WHEREAS, it is now necessary to fix a date of meeting of the City Council to consider bids and take action for the sale and issuance of the Bonds and to give proper notice of such sale, as required by Chapter 75 of the Code of Iowa; and

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

Section 1. The City Administrator, City Finance Officer, and the City Clerk are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of Dorsey & Whitney LLP, as disclosure counsel (the “Disclosure Counsel”) and the Financial Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Financial Advisor of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Disclosure Counsel and the Financial Advisor are hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Administrator, City Finance Office, and the City Clerk are hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 11:00 a.m. on April 6, 2020, at the office of the City Clerk, at the City Hall, in the City, and the City Council shall meet on the same date at 6:00 p.m., at the City Hall, 1145 66th St., Suite 1, Windsor Heights, Iowa, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the Financial Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations. The City Clerk is hereby authorized and directed to disseminate the notice of said sale, such notice to be in substantially the following form, and also to be published at least once, not less than four (4) and not more than twenty (20) days before the April 6th sale date, in a newspaper of general circulation in the City:

**NOTICE OF SALE
CITY OF WINDSOR HEIGHTS, IOWA**

**\$6,495,000 GENERAL OBLIGATION URBAN RENEWAL BONDS,
SERIES 2020B**

Bids will be received on behalf of the City of Windsor Heights, Iowa, until 11:00 a.m. on April 6, 2020, for the purchase of \$6,495,000 General Obligation Urban Renewal Bonds, Series 2020B (the “Bonds”) of the City.

Any of the methods set forth below may be used, but no open bids will be accepted:

Sealed Bidding: Sealed bids will be received City Clerk, City Hall, 1145 66th St., Suite 1, Windsor Heights, Iowa 50324 until 11:00 a.m. C.D.T.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk, City Hall, 1145 66th St., Suite 1, Windsor Heights, Iowa 50324 until 11:00 a.m. C.D.T. and must be submitted through PARITY®.

Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City Clerk, City Hall, 1145 66th St., Suite 1, Windsor Heights, Iowa 50324, at facsimile number (515) 279-3664 or at the office of the municipal financial advisor, Independent Public Advisors, LLC, 8805 Chambery Blvd Ste. 300 #114, Johnston, IA 50131, at facsimile number (515) 259-8193 until 11:00 a.m. C.D.T., and will be sealed and treated as sealed bids.

After the deadline for receipt of bids has passed, sealed bids that have been timely received will be opened and announced, and electronic internet bids will be accessed and announced. All bids will be presented to the City Council for consideration at its meeting to be held at 6:00 p.m., on April 6, 2020, at 1133 66th Street, Windsor Heights, Iowa 50324.

The City reserves the right to increase or decrease the aggregate principal amount of the issue. Any change will be in increments of \$5,000 and may be made in any of the maturities. The purchase price will be adjusted proportionately to reflect any change in issue size.

The Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof, will be dated April 30, 2020, will bear interest payable semiannually on each June 1 and December 1 to maturity, commencing December 1, 2020, and will mature on each June 1 in the following years and amounts:

<u>Date</u>	<u>Principal</u>	<u>Date</u>	<u>Principal</u>
2021	\$1,170,000	2026	\$ 250,000
2022	\$1,755,000	2027	\$ 255,000
2023	\$1,785,000	2028	\$ 260,000
2024	\$ 240,000	2029	\$ 265,000
2025	\$ 245,000	2030	\$ 270,000

The Bonds are subject to redemption, in whole or in part, beginning June 1, 2029.

All bids must be for not less than a par amount of \$6,495,000, plus accrued interest. The legal opinion of Dorsey & Whitney LLP, Attorneys, Des Moines, Iowa, will be furnished by the City.

A good faith deposit of ONE PERCENT OF PAR (\$64,950) is required of the successful bidder and may be forfeited to the City in the event the successful bidder fails or refuses to take and pay for the Bonds.

The City reserves the right to reject any or all bids and to waive irregularities in any bid.

The Bonds are being issued pursuant to the provisions of Chapter 384 of the Code of Iowa and will constitute general obligations of the City, payable from taxes levied upon all the taxable property in the City without limitation as to rate or amount.

The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City will covenant and agree to comply with and carry out the provisions of the Continuing Disclosure Certificate. All of the officers of the City will be authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Bidders should be aware that the official terms of offering (the "Terms of Offering") to be published in the Official Statement (the "Official Statement") for the Bonds contain additional bidding terms and information relative to the Bonds. In the event of a variance between statements in this Notice of Sale (except with respect to the time and place of the sale of the Bonds and the principal amount offered for sale) and said official terms of offering, the provisions of the latter shall control.

In order to establish the issue price of the Bonds for federal income tax purposes, the City requires bidders to agree to the following, and by submitting a bid, each bidder agrees to the following.

If a bid is submitted by a potential underwriter, the bidder confirms that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the "initial offering price") for each maturity as set forth in the bid and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, retail distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a

separate CUSIP number constitute a separate “maturity,” and the public does not include underwriters (including members of a selling group or retail distribution group) or persons related to underwriters.

If, however, a bid is submitted for the bidder’s own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the City to that effect at the time it submits its bid and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the winning bidder intends to act as an underwriter, the City shall advise the winning bidder at or prior to the time of award whether the competitive sale rule applies.

If the City advises the Purchaser that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies, the Purchaser will be required to deliver to the City at or prior to closing an Underwriter’s Certificate, substantially in the form attached to the Terms of Offering as Exhibit 1, as to the reasonably expected initial offering price as of the award date.

If the City advises the Purchaser that the requirements for a competitive sale have not been satisfied, the Purchaser shall (1) advise the City as soon as practicable after the award, but on the date of the award, whether the underwriters have sold at least 10% of each maturity of the Bonds to the public at the initial offering price, and, if not, the maturities with respect to which that is not the case (the “Undersold Maturities”); (2) from time to time, and upon one or more requests of the City, inform the City in writing of the amounts, times and prices of sales of Bonds that are Undersold Maturities and whether such sales were to the public until, with respect to a maturity, at least 10% of that maturity has been sold to the public at a single price, or, if earlier, the date on which all Bonds of such Undersold Maturity have been sold to the Public; and (3) at or prior to closing, deliver to the City an Underwriter’s Certificate substantially in the form attached to the Terms of Offering as Exhibit 2.

The Bonds will be subject to the “hold-the-offering-price” rule. Any bid submitted pursuant to the Terms of Offering shall be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal.

By order of the City Council of Windsor Heights, Iowa.

Travis Cooke
City Clerk

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY[®], and hereby finds and determines that the PARITY[®] competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 16, 2020.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher’s affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
POLK COUNTY
CITY OF WINDSOR HEIGHTS

SS:

I, the undersigned, City Clerk of the City of Windsor Heights, Iowa, do hereby certify that pursuant to the resolution of the City Council fixing a date for the sale of General Obligation Urban Renewal Bonds, Series 2020B, the notice, of which the printed slip attached to the publisher’s affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2020.

City Clerk

(Attach here publisher’s original affidavit with clipping of the notice of sale as published.)

March 11, 2020

Via Email

Mark Arentsen
City Administrator/City Hall
Windsor Heights, Iowa

Re: General Obligation Urban Renewal Loan Agreement, Series 2020B
Our File No. 503155-12

Dear Mark:

We have prepared and attach the necessary proceedings reflecting action to be taken at the March 16, 2020 meeting to set April 6, 2020 as the date for the sale of General Obligation Urban Renewal Bonds, Series 2020B (the "Bonds") and to authorize the use of a preliminary official statement (the "P.O.S.") in connection therewith.

The proceedings attached include the following items:

1. Minutes of the meeting, followed by the resolution providing for the authorization of the P.O.S., setting the date for the sale of the Bonds, and authorizing distribution of a Notice of Sale.
2. Attestation Certificate with respect to the validity of the transcript.
3. Publication Certificate with respect to publication of the Notice of Sale, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice of sale must be published at least once, **not less than four (4) and not more than twenty (20) days before** the April 6th sale date in a legal newspaper which has a general circulation in Windsor Heights. **The last date on which this Notice can be effectively published is April 2, 2020.**

4. As soon as the Notice appears in the newspaper, please have a copy emailed to lemke.susan@dorsey.com or faxed to our office at (515) 283-1060.

Prior to the adoption of the resolution, you and the City Council should review the proposed P.O.S., which we are preparing as disclosure counsel, carefully for accuracy and to ensure that there are no important facts being left out of the document that might bear on potential risks to bond holders.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Tionna Pooler
Diana VanVleet
Travis Cooke
Rachelle Swisher

MINUTES TO APPROVE PRELIMINARY
OFFICIAL STATEMENT AND SET SALE
DATE FOR BONDS

503155-10

Windsor Heights, Iowa

March 16, 2020

The City Council of the City of Windsor Heights, Iowa, met on March 16, 2020, at _____
p.m., at the _____, Windsor Heights, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following
named Council Members were present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said resolution, and
the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

• • • •

At the conclusion of the meeting and, upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2020-36B

Resolution setting the date for sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2020A and authorizing the use of a preliminary official statement in connection therewith

WHEREAS, the City of Windsor Heights (the “City”), in Polk County, State of Iowa, previously issued its \$3,090,000 General Obligation Capital Loan Notes, Series 2014A, dated January 6, 2014 (the “2014A Notes”), a portion of which currently remain outstanding, maturing on June 1 in each of the years and in such amounts and bearing interest at such rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2021	\$145,000	2.10%	2028	\$180,000	3.50%
2022	\$150,000	2.30%	2029	\$190,000	3.60%
2023	\$155,000	2.50%	2030	\$195,000	4.00%
2024	\$155,000	2.65%	2031	\$205,000	4.00%
2025	\$165,000	2.85%	2032	\$215,000	4.00%
2026	\$170,000	3.00%	2033	\$220,000	4.00%
2027	\$175,000	3.20%			

; and

WHEREAS, pursuant to the resolution (the “2014A Note Resolution”) authorizing the issuance of the 2014A Notes, the City reserved the right to prepay part or all of the principal of the 2014A Notes maturing in each of the years 2021 through 2033 (the “Callable 2014A Notes”), inclusive, prior to maturity on June 1, 2020 or on any date thereafter, subject to the provisions of the 2014A Note Resolution; and

WHEREAS, the City heretofore proposed to enter into a loan agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$8,500,000 for the purpose of paying the costs, to that extent, of (1) constructing street improvements and incidental water utility system, sanitary sewer system, storm water drainage and sidewalk improvements; (2) acquiring and installing street lighting, signage and signalization; and (3) current refunding the Callable 2014A Notes; and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 2, 2020; and

WHEREAS, the City intends to enter into the Loan Agreement in the future and to issue General Obligation Corporate Purpose and Refunding Bonds, Series 2020A (the “Bonds”) in evidence of its obligations thereunder; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the Bonds, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Independent Public Advisors, LLC as financial advisor (the “Financial Advisor”) to the City; and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to make provision for the advertisement thereof;

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

Section 1. The City Administrator, City Finance Officer, and City Clerk are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Financial Advisor and Dorsey & Whitney LLP (the “Disclosure Counsel”), as the City’s disclosure counsel, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Financial Advisor of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Financial Advisor, together with Disclosure Counsel, is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Administrator, City Finance Officer, and City Clerk are hereby authorized and directed to execute a final Official Statement for the Bonds, if requested by the Financial Advisor or Disclosure Counsel. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 11:00 a.m. on April 6, 2020, at the office of the City Clerk, at the City Hall, in the City, and the City Council shall meet on the same date at 6:00 p.m., at 1133 66th Street, Windsor Heights, Iowa, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the Financial Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing “Issue Price” determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the “Terms of Offering” attached to the P.O.S. and to be in such form as the Financial Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY[®], and hereby finds and determines that the PARITY[®] competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 16, 2020.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF POLK
CITY OF WINDSOR HEIGHTS

SS:

I, the undersigned, City Clerk of the City of Windsor Heights, do hereby certify that attached hereto is a true and correct copy of all of the proceedings of the City Council relating to fixing a date for the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2020A and approving a preliminary official statement for the sale of the Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

March 10, 2020

Via Email

Mark Arentsen
City Administrator/City Hall
Windsor Heights, Iowa

Re: General Obligation Corporate Purpose and Refunding Bonds, Series 2020A
Our File No. 503155-10

Dear Mark:

We have prepared and attach the necessary proceedings setting the date for the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2020A (the “Bonds”) and authorizing the use of a preliminary official statement (the “P.O.S.”) in connection therewith at the March 16, 2020 City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting to provide for the authorization of the P.O.S. and setting the date for the sale of the Bonds.
2. Attestation Certificate with respect to the validity of the transcript.

Prior to the adoption of the resolution, you and the City Council should review the proposed P.O.S., which we are preparing as disclosure counsel, carefully for accuracy and to ensure that there are no important facts being left out of the document that might bear on potential risks to bond holders. In addition, the financial and operating data set forth as Appendix A to the P.O.S. (which Independent Public Advisors, LLC has worked with you to prepare) should be carefully reviewed for accuracy. As noted earlier, we are not reviewing the Appendix A data for accuracy.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Tionna Pooler
Diana VanVleet
Travis Cooke
Rachelle Swisher

RESOLUTION NO. 2020-37

A RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR THE 2020 PCC PATCHING PROJECT AND AUTHORIZING THE PUBLICATION OF BIDS

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 2020 PCC Patching Project, and

WHEREAS, the City Engineer has prepared plans, specifications and form of contract, together with estimate of cost, which are presently on file in the office of the City Clerk for public inspection; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa to hold a public hearing and to advertise for bids.

NOW, THEREFORE BE IT HEREBY RESOLVED by the City of Windsor Heights City Council in session this 16th Day of March, 2020, that it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as 2020 PCC Patching Project, in the manner set forth in the plans and specifications, and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the published Notice of Hearing and Letting. The public improvements are more generally described as follows:

The 2020 PCC Patching Project includes PCC pavement patching, bridge approach patching and installing of traffic loops. The construction improvements include approximately 600 SY of PCC patching, 570 SY of bridge approach pavement, 4 EA concrete barrier and 4 EA traffic loop detectors. Other associated improvements include traffic control, pavement markings and miscellaneous associated work necessary to complete the project.

BE IT FURTHER RESOLVED that the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as part of the specifications.

BE IT FURTHER RESOLVED that the City Clerk be and is hereby directed to publish Notice to Bidders once in the Des Moines Register. Publication shall be not less than four days prior to the 9th Day of April, 2020, which is hereby fixed as the date for receiving bids. The bids are to be filed by 10:00 a.m. on such date.

The City Council hereby delegates to the Interim City Administrator or his designee the duty of receiving, opening, and tabulating bids for construction of the project. Bids shall be received and opened as provided in the public notices and the results of the bids shall be considered at the meeting of this Council on April 20, 2020 at 6:00 p.m.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in such newspaper, the publication to be not less than four days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be on April 20, 2020, at 6:00 p.m.

Passed and approved this 16th day of March 2020.

Dave Burgess, Mayor

ATTEST:

Travis Cooke, City Clerk

PROJECT MANUAL

2020 PCC Patching Project

City of Windsor Heights

Windsor Heights, Iowa 50324

SECTION 00005 – CERTIFICATION

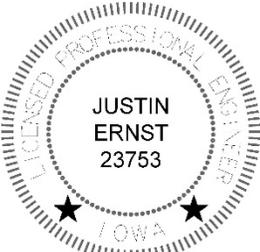
PROJECT MANUAL

for

2020 PCC Patching Project

City of Windsor Heights

Windsor Heights, Iowa 50324

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p><u>Justin Ernst</u> Date: <u>3/13/2020</u></p> <p>Justin Ernst License No. 23753 My renewal date is December 31, 2021 Pages or sheets covered by this seal: <u>All Pages</u></p>
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SECTION 00010 - TABLE OF CONTENTS

2020 PCC Patching Project
City of Windsor Heights

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

00005 - CERTIFICATION PAGE
00010 - TABLE OF CONTENTS
00100 - NOTICE TO BIDDERS
00110 - NOTICE OF PUBLIC HEARING
00200 - INSTRUCTIONS TO BIDDERS
00410 - PROPOSAL
00420 - BID BOND
00500 - CONTRACT
00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
00800 - SPECIAL PROVISIONS
00900 - NOTICE OF AWARD
00910 - NOTICE TO PROCEED
00920 - LETTER OF TRANSMITTAL
WAGE AND EXECUTIVE ORDER
EQUAL EMPLOYMENT

DRAWINGS (UNDER SEPARATE COVER):

16 sheets numbered A.1 through D.3, inclusive, dated 3/13/2020, and with each sheet bearing the following general title:

2020 PCC Patching Project
City of Windsor Heights

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2020 EDITION
unless modified herein.**

*******END OF SECTION*******

NOTICE TO BIDDERS

2020 PCC Patching Project
City of Windsor Heights
Windsor Heights, Iowa 50324

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed before 10:00 AM on April 9, 2020, in the office of the City Clerk, 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 10:00 AM on April 9, 2020, in the office of the City Clerk, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324 with the results being reported to the City of Windsor Heights at its meeting at 6:00 P.M. on April 20, 2020 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Windsor Heights City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the City of Windsor Heights.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work on 70th Street under the Contract must be substantially complete on or before August 14, 2020. All work on 73rd Street under the Contract must be substantially complete on or before November 1, 2020. Liquidated damages as set forth in Section 00500 – Contract.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 10 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 309 E. 5th Street, Suite 202, Des Moines, IA 50309-1981, (515) 259-9190, fax (515) 233-4430. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project # 6868152 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Windsor Heights will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

PROJECT DESCRIPTION: The 2020 PCC Patching Project includes PCC pavement patching, bridge approach patching and installing of traffic loops. The construction improvements include approximately 600 SY of PCC patching, 570 SY of bridge approach pavement, 4 EA concrete barrier and 4 EA traffic loop detectors. Other associated improvements include traffic control, pavement markings and miscellaneous associated work necessary to complete the project.

The Notice is given by order of the City Council of the City of Windsor Heights

Travis Cooke
City Clerk

NOTICE OF PUBLIC HEARING
2020 PCC PATCHING PROJECT
CITY OF WINDSOR HEIGHTS
WINDSOR HEIGHTS, IOWA 50324

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Windsor Heights on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on April 20, 2020, at 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324.

PROJECT DESCRIPTION: The 2020 PCC Patching Project includes PCC pavement patching, bridge approach patching and installing of traffic loops. The construction improvements include approximately 600 SY of PCC patching, 570 SY of bridge approach pavement, 4 EA concrete barrier and 4 EA traffic loop detectors. Other associated improvements include traffic control, pavement markings and miscellaneous associated work necessary to complete the project.

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said City Council will also receive and consider any objections to said plans, specifications, estimate of cost, and form of contract made by any interested party.

INSTRUCTIONS TO BIDDERS

2020 PCC Patching Project
City of Windsor Heights
Windsor Heights, Iowa 50324

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Windsor Heights, hereinafter called the "Jurisdiction".
- 1.04 The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder. The bid security shall be sealed in a separate envelope identified as the "Bid Security" and attached to the outside of the bid proposal envelope. The Proposal and Bid security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- 2.02 The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
 - A. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices
 - Part F – Additional Requirements;
 - Part G – Identity of Bidder;

- 2.03 Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.
- 2.04 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.
- 2.05 Division 1 - General Provisions and Covenants of the 2020 SUDAS Standard Specifications is modified as follows:
- A. Section 1020.1.09B, Unit Price Attachment.
- A computer generated unit price attachment may be submitted by the Bidder as specified by this Section.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located in the City of Windsor Heights.

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated in Section 00500 - Contract.

- 3.02 Community Events.

Successful bidder will be required to coordinate with the owner and accommodate the owner's requirements for the following list of events:

N/A

- 3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Windsor Heights and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Windsor Heights from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of BONDPERIOD from and after acceptance of the work.
- 3.04 The City of Windsor Heights, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

- 4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state of foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as

would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5 - TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.
- 5.03 Income Tax:
 - A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

SECTION 00410 - PROPOSAL

2020 PCC Patching Project
City of Windsor Heights
Windsor Heights, Iowa 50324

PROPOSAL: PART A – SCOPE

The City of Windsor Heights, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Mayor, at the prices hereinafter provided in Part C of the Proposal, for the improvements on 2020 PCC Patching Project

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____
ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

LUMP SUM WITH ALTERNATES CONTRACTS: The Bidder must provide any Lump Sum Price, any Alternates Price, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items and Quantities. The Jurisdiction shall only use the Total Construction Cost for comparison of bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

SEE INCLUDED PROPOSAL ATTACHMENT

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete the work on or before as detailed in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each 30 Working Days thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding; and
5. That the bid has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder; and
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- Individual,
Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture; all parties must join-in and
execute all documents
- Other

The bidder shall enter its Public
 Registration Number _____ - _____
 issued by the Iowa Commissioner of Labor
 Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration
 Number shall result in the bid being read
 under advisement. A contract will not be
 executed until the Contractor is registered.

Bidder

Signature

By _____

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

**Type or print the name and title of the company's
 owner, president, CEO, etc. if a different person
 than entered above**

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or
 electronic signatures will not be accepted.**

WORKSHEET: AUTHORIZATION TO TRANACT BUSINESS

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

2020 PCC Patching Project
City of Windsor Heights
Windsor Heights, Iowa 50324

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the total Bid Price, and the Total Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachment: Part C – Bid Items and quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Base Bid Amount for comparison of bids

BASE BID					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	MANHOLE ADJUSTMENT, MINOR	EA	1	\$	\$
2	CONCRETE MEDIAN, 6" PCC	SY	90	\$	\$
3	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$	\$
4	SIDEWALK, PCC, 4"	SY	30	\$	\$
5	FULL DEPTH PATCHES, 10" PCC	SY	920	\$	\$
6	PAVEMENT REMOVAL	SY	580	\$	\$
7	TRAFFIC DETECTION LOOPS	EA	4	\$	\$
8	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6	\$	\$
9	PAINTED SYMBOLS AND LEGENDS	EA	3	\$	\$
10	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
11	MOBILIZATION	LS	1	\$	\$
12	PAVING NOTCH REPLACEMENT	LF	80	\$	\$
13	CONCRETE BARRIER, TAPERED END, BA-108	EA	4	\$	\$

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
14	CONCRETE REPAIR	SF	20	\$	\$
15	BRIDGE APPROACH PAVEMENT, BR-202	SY	580	\$	\$
16	STRUCTURAL CONC (BRIDGE)	CY	4	\$	\$
TOTAL BASE BID AMOUNT:					\$

BID ALTERNATE A					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
A1	MANHOLE ADJUSTMENT, MINOR	EA	1	\$	\$
A2	CONCRETE MEDIAN, 6" PCC	SY	90	\$	\$
A3	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$	\$
TOTAL BID ALTERNATE A AMOUNT					\$
TOTAL BASE BID PLUS BID ALTERNATE A AMOUNT					\$

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE DISTRICT AS NOTED IN SECTION 00500 – CONTRACT.

Bidder Name

BID BOND

2020 PCC Patching Project
City of Windsor Heights
Windsor Heights, Iowa 50324

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

_____, as Surety, are held and firmly bound unto, City of Windsor Heights as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____

_____ dollars (\$ _____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following project:

2020 PCC Patching Project

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

By _____
 Surety Company

 Signature Attorney-in-Fact/Officer

 Name of Attorney-in-Fact/Officer

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

By _____
 Bidder

 Signature

 Name (Print/Type)

 Title

 Address

 City, State, Zip Code

 Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety’s raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety’s raised, embossing seal or official adhesive seal.

CONTRACT

2020 PCC Patching Project
 City of Windsor Heights
 Windsor Heights, Iowa 50324

THIS CONTRACT, made and entered into at _____
 this _____ day of _____, by and between
 the City of Windsor Heights hereinafter called the "Jurisdiction", and _____,
 hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the 2020 PCC Patching Project as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

2020 PCC Patching Project

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date
 - 1. All work on 70th Street under the Contract must be substantially complete on or before August 14, 2020.
 - 2. All work on 73rd Street under the Contract must be substantially complete on or before November 1, 2020.
- B. Liquidated Damage
 - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of \$500.00 (Five hundred) for each day the work remains incomplete.
- C. Maintenance Bond & Warranty
 - 1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Windsor Heights, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.
 - 2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of BONDPERIOD from and after acceptance of the work.
- D. Bid Quantity Revisions
 - 1. All quantities are estimates and subject to revision by the Jurisdiction.

2. Quantity changes that do not materially change the character of the work to be performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Windsor Heights

CONTRACTOR:

By _____
Dave Burgess, Mayor

(Seal)
ATTEST:

By _____
Contractor's Contact Name
Contractor's Title

Travis Cooke, City Clerk

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

- 1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
- 2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
 My commission expires _____ 20, _____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ___ day of _____, 20 ___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ___ day of _____, 20 ___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this ___ day of _____, 20 ___, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____ 20, _____

CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

SURETY BOND NO. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

2020 PCC Patching Project
City of Windsor Heights
Windsor Heights, Iowa 50324

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the 2020 PCC Patching Project project in Windsor Heights, Iowa 50324.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

Contractor

By: _____

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SPECIAL PROVISIONS

FOR

2020 PCC Patching Project
City of Windsor Heights
Windsor Heights, Iowa 50324

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17. CONSTRUCTION PHASING
18. CONSTRUCTION SURVEY DOCUMENTS
19. MATERIELS TESTS
20. SOIL BORINGS
21. EXISTING UTILITIES
22. SALVAGE & MATERIALS / DISPOSAL
23. TRAFFIC CONTROL
24. TEMPORARY FENCES
25. DEWATERING
26. INCIDENTAL CONTRACT ITEMS

1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be substantially complete as detailed in Section 00500 – Contract

b) Liquidated Damage

- i) Damages in the amount as detailed in Section 00500 –Contract per day will be assessed for each day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Bid Quantity Revisions

- i) All quantities are estimates and subject to revision by the Jurisdiction.
- ii) Quantity changes that do not materially change the character of the work to performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2020 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Owner”, “Jurisdiction” and “City” shall mean the City of Windsor Heights, acting through the 2020 PCC Patching Project.
- iv) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- v) “Engineer” shall mean the Engineer on Record.
- vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- vii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- viii) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- ix) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

- b) Engineer: Bolton & Menk, Inc., 309 E. 5th Street, Suite 202, Des Moines, IA 50309-1981, (515) 259-9190, fax (515) 233-4430.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2020 Edition SUDAS Standard Specifications is modified as follows:

- i) Section 1020.1.09B, Unit Price Attachment.

- (a) A computer generated unit price attachment may be submitted by the Bidder as specified by this Section.

- ii) Section 1050, 1.05 Shop Drawings, Certificates, and Equipment Lists.
 - (a) Electronic submittal of shop drawings will be allowed.
 - (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.
- iii) Section 1050, 1.15 - Additional Contractor Responsibilities.
 - Contractor to obtain all necessary permits.

4) WORK REQUIRED

- a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the 2020 PCC Patching Project as described in the Official Publication.

5) PLANS AND SPECIFICATIONS

- a) The Owner will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner for printing costs for additional copies required.
- b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

6) SUBMITTALS

- a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
- b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - i) Testing reports.
 - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
 - iii) Details of proposed methods of any special construction required.
 - iv) Purchase orders and subcontracts without prices.
 - v) Traffic control and staging plan.
 - vi) Such other information as the Engineer may request to insure compliance with contract documents.
 - vii) List of Subcontractors and Suppliers.

7) STANDARDS AND CODES

- a) Construct improvements with best present day construction practices and equipment.
- b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).

- ii) American Society for Testing and Materials (ASTM).
- iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
- iv) American National Standards Institute (ANSI).
- v) American Water Works Association (AWWA).
- vi) American Welding Society (AWS).
- vii) Federal Specifications (FS).
- viii) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
- ix) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- x) Standards and Codes of the State of Iowa and the ordinances of the Owner.
- xi) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

8) CONSTRUCTION GENERAL

- a) Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- b) Contractor shall cooperate with the City of Windsor Heights, Iowa and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and clean up activities as construction progresses.

9) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

10) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Owner and Engineer.
- d) Contractor shall cooperate with Owner, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

11) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
- b) The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of public property as necessary for the event. If contract continues for multiple years, event is still in force even though dates and locations may change.
 - i) July 4th Activities

12) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.
- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

13) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.

- c) Weekly progress meetings, if specified at the preconstruction conference may be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

14) COORDINATION WITH OTHERS

- a) Contractor shall cooperate and coordinate construction with the Owner, utility companies, affected property owners, and other contractors working in vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall cooperate and coordinate with property owners prior to beginning work that will affect their parcel.

15) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.
- b) Contractor shall not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update it as needed due to changes in progress of construction from original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- f) Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice placed on the front door. The following items shall be included within the notice:

- (a) The street name, location and proposed date of street closure
- (b) The estimated schedule for completion of work
- (c) The estimated date for reopening of the street
- (d) Procedure for garbage collection recycling and postal service

17) CONSTRUCTION PHASING

- a) Contractor shall refer to construction staging and traffic control plans when included in construction plans.
- b) Contractor shall include construction phasing on the required construction schedule submittal.

18) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall provide transportation of all samples to the laboratory.
- d) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.
- e) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.
- f) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

19) SOIL BORINGS

- a) N/A

20) EXISTING UTILITIES

- a) Location of utility lines, mains, cables, and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.

- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

21) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials, and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.
- b) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The City of Windsor Heights, Iowa retains first right of refusal for retaining any existing materials removed by the construction.
- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- h) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

22) TRAFFIC CONTROL

- a) Contractor shall furnish, erect, and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- b) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- c) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- d) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- e) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

23) TEMPORARY FENCES

- a) Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- b) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

24) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Bid Items, all costs associated with Dewatering activities shall be incidental to the project.
- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.
- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

25) INCIDENTAL CONTRACT ITEMS

- a) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

- Concrete header removal
- Connections to existing storm sewer structures and pipes unless specified for separate payment
- Construction and removal of temporary access roads
- Construction fencing
- Construction staging & phasing
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Windsor Heights
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Coordination and cooperation with utility companies
- Dewatering and handling storm water flow during construction
- Dust control measures
- Engineering Fabric
- Excavation, verification and protection of existing utilities
- Field testing
- Finish grading
- Full depth sawcutting of existing pavement
- Granular surfacing removal
- Maintenance and watering for seeding and sodding
- Maintenance of erosion control measures, including silt removal
- Material testing
- Monitoring weather conditions
- Mowing
- Overhaul
- Proof rolling
- Protection of existing hydrant(s) and valve(s)
- Protection of existing trees and plantings not shown as removals
- Protection of existing utilities and light poles
- Removing and reinstalling existing signs
- Reseeding
- Site cleanup/restoration
- Temporary safety closures
- Temporary sheeting and shoring
- Working backfill to reduce moisture content
- Working subgrade to achieve acceptable moisture content

****END OF SECTION****

CITY OF WINDSOR HEIGHTS, IOWA

CONSTRUCTION PLANS FOR 2020 PCC PATCHING PROJECT

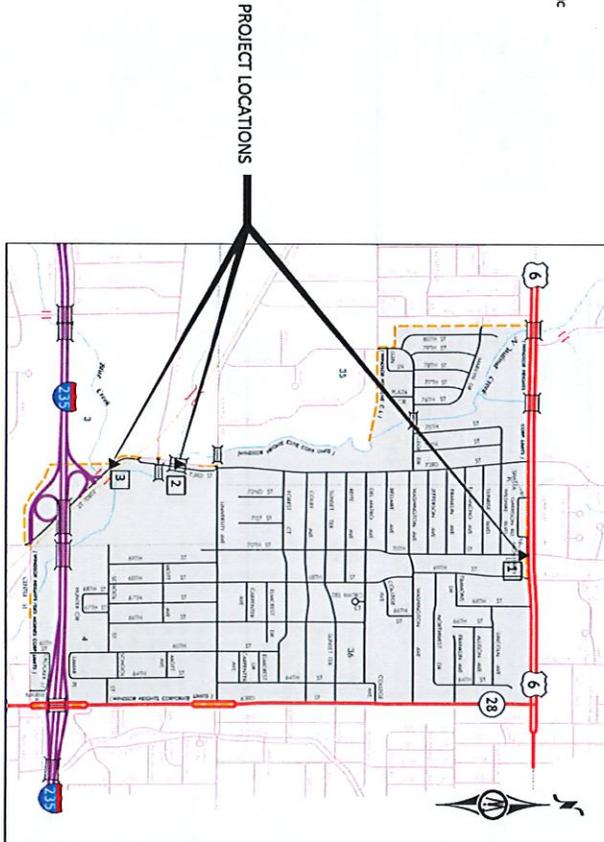
WINDSOR HEIGHTS, IA
MARCH 2020

GOVERNING SPECIFICATIONS
THE 2009 EDITION OF THE IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.

IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, VERSION OCTOBER 2013 AND ALL AMENDMENTS THEREON SHALL APPLY TO THIS PROJECT UNLESS OTHERWISE SPECIFIED IN THE INSTRUMENTAL MEMORANDUM SHALL GOVERN AS REFERENCED.

NOTED: 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL VERIFY EXACT LOCATION PRIOR TO CONSTRUCTION. FOR MORE INFORMATION CONTACT THE UTILITY OWNER. IOWA ONE CALL 1-800-252-8899



INDEX OF SHEETS			
SHEET NUMBER	DESCRIPTION	REVISION	DATE ISSUED
A.1	TITLE SHEET	0	03-13-2020
A.2	LEGEND	0	03-13-2020
B.1	DETAILS	0	03-13-2020
B.2	DETAILS	0	03-13-2020
B.3	DETAILS	0	03-13-2020
B.4	DETAILS	0	03-13-2020
B.5	DETAILS	0	03-13-2020
B.6	DETAILS	0	03-13-2020
B.7	DETAILS	0	03-13-2020
B.8	DETAILS	0	03-13-2020
B.9	DETAILS	0	03-13-2020
C.1	GENERAL NOTES	0	03-13-2020
C.2	ESTIMATED QUANTITIES	0	03-13-2020
D.1	LOCATION 1	0	03-13-2020
D.2	LOCATION 2	0	03-13-2020
D.3	LOCATION 3	0	03-13-2020

NO.	DESCRIPTION	DATE
0	ISSUED FOR CONSTRUCTION	3-23-2020

BOLTON & MENK

300 E 5TH STREET, SUITE 202
WINDSOR HEIGHTS, IA 52253
Phone: (515) 259-9700
Fax: (515) 259-9700
www.boltonandmenk.com



NO.	DESCRIPTION	DATE
0	ISSUED FOR CONSTRUCTION	3-23-2020

CITY OF WINDSOR HEIGHTS, IOWA
2020 PCC PATCHING PROJECT
TITLE SHEET

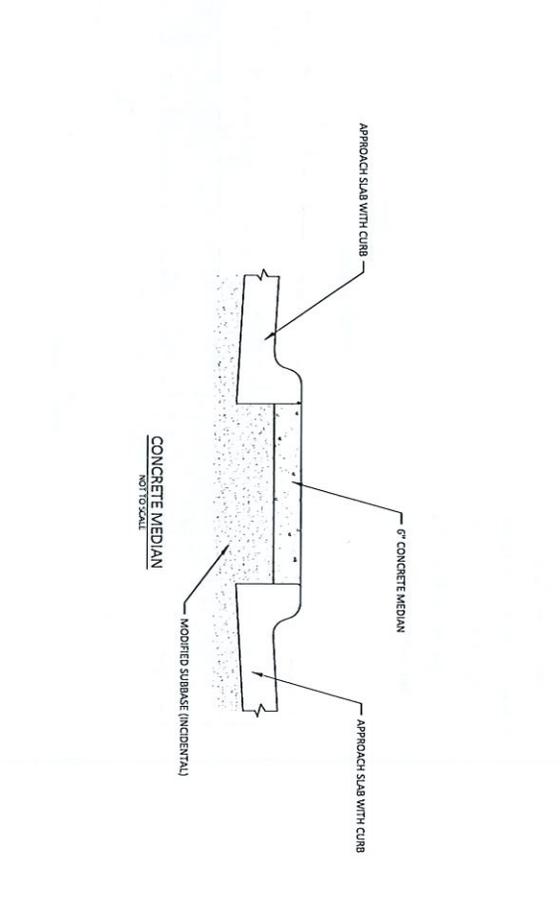
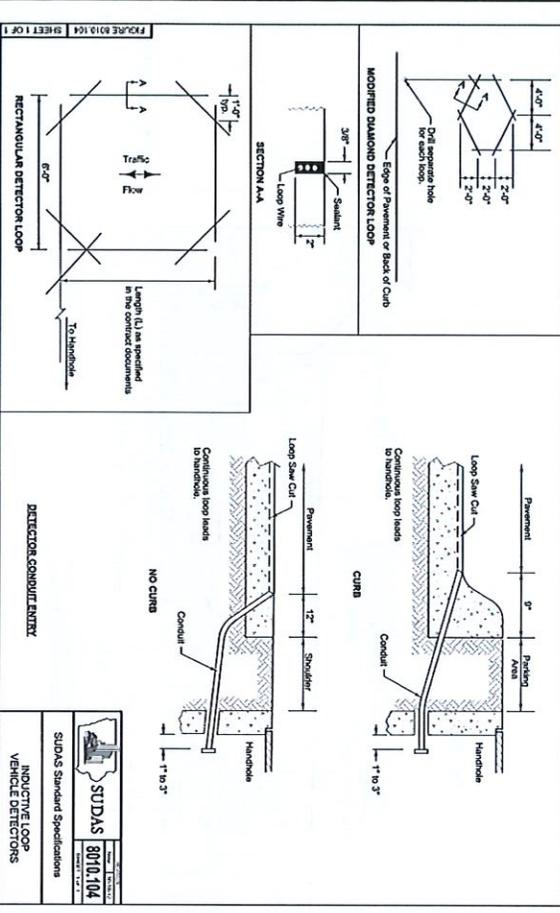
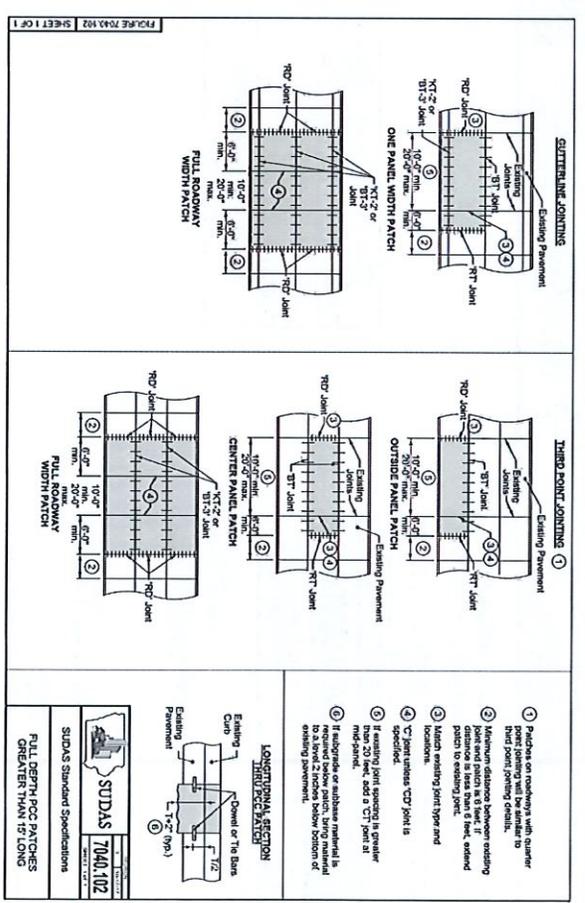
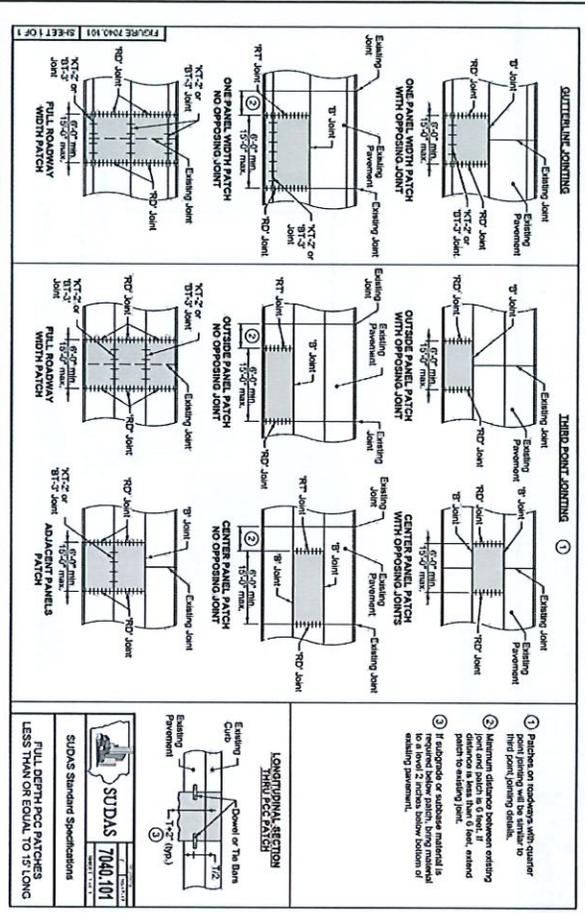
SHEET
A.1

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly licensed professional engineer under the laws of the State of Iowa.

Justin L. Zorich
Justin L. Zorich, P.E.

REG. NO. 22923 DATE: 3-13-2020
MY LICENSE RENEWAL DATE IS: Dec. 31, 2021
PAGES ON SHEETS COVERED BY THIS SEAL: ALL SHEET

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NO. OF SHEETS	0	REVISED FOR CONSTRUCTION	3-27-2020
NO. OF SHEETS	0	REVISED FOR CONSTRUCTION	3-27-2020

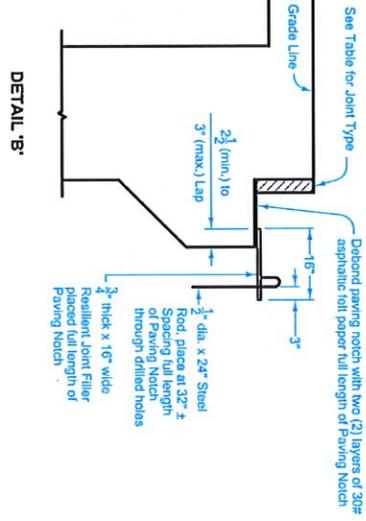
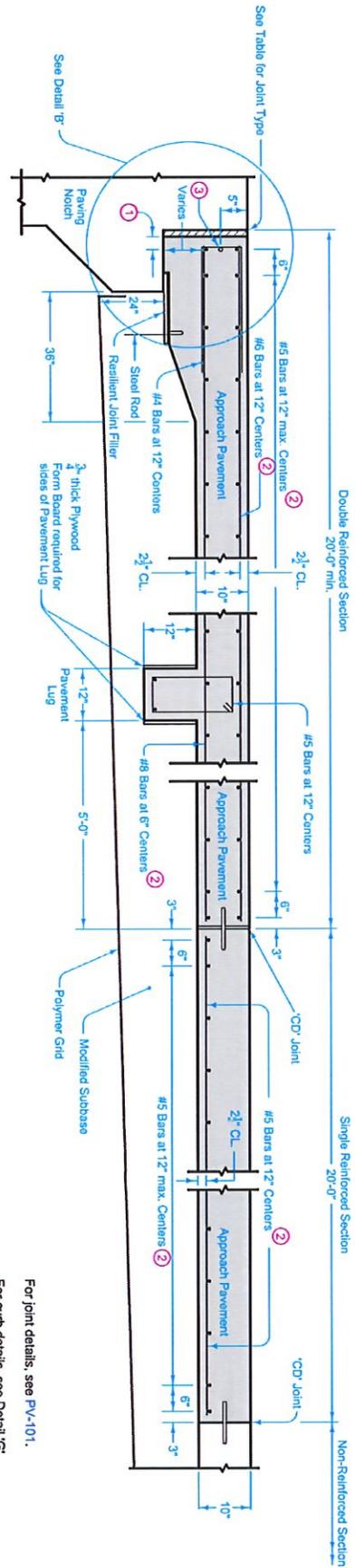


2021 SOUTH STREET, SUITE 202
 WINDSOR HEIGHTS, IOWA 52240
 Phone: (515) 259-9100
 Fax: (515) 259-9100
 www.boltonandmenk.com



CITY OF WINDSOR HEIGHTS, IOWA
 2020 PCC PATCHING PROJECT

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 10/10/2020 10:11:13 AM 2020 PCC Patching Project BR-202 PCC 1.01 (Rev. 10/20/2020 11:51 AM)



DETAIL 'A'

JOINT TYPE FOR MOVEABLE ABUTMENT BRIDGES		
Joint	Concrete Beam or Slab	Steel Girder
CF-1	370'	250'
CF-2	485'	320'
CF-3	575'	400'

MOVEABLE ABUTMENT

DOUBLE REINFORCED 10" APPROACH WITH VARIABLE DEPTH PAVING NOTCH

REV	DATE	DESCRIPTION
0	3-23-2020	ISSUED FOR CONSTRUCTION



309 E 9TH STREET, SUITE 202
 DES MOINES, IOWA 50309
 Email: DesMoines@boltonmenk.com
 www.boltonmenk.com



DATE
 2020

CITY OF WINDSOR HEIGHTS, IOWA
 2020 PCC PATCHING PROJECT
 DETAILS

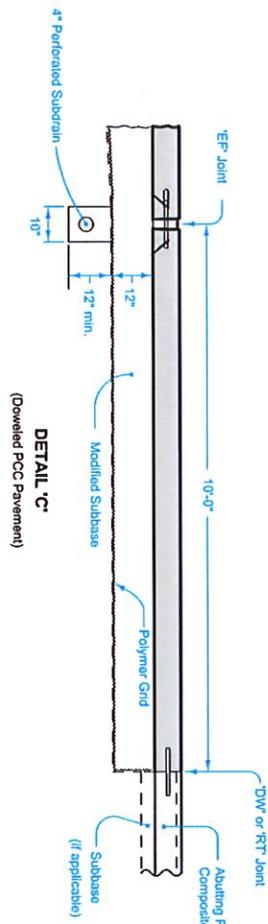
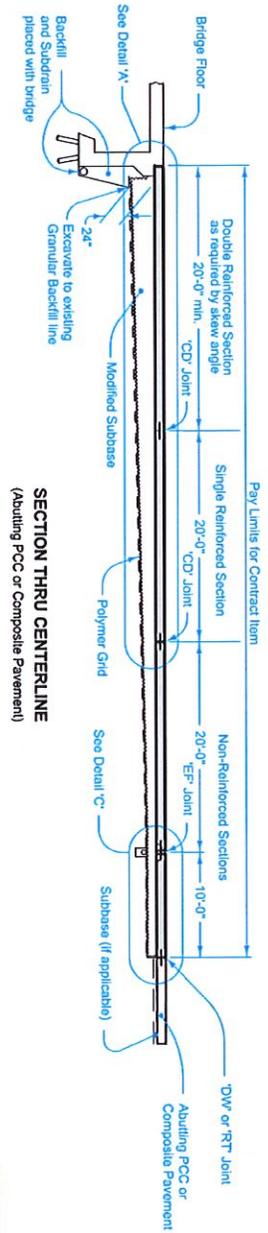
SHEET
 B.2

IOWA DOT
STANDARD ROAD PLAN
BR-202
 SHEET 1 OF 4

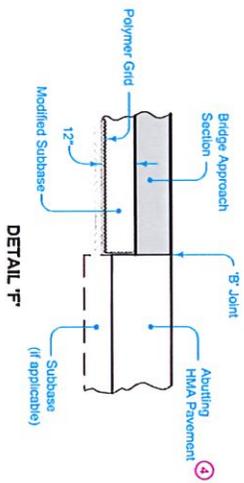
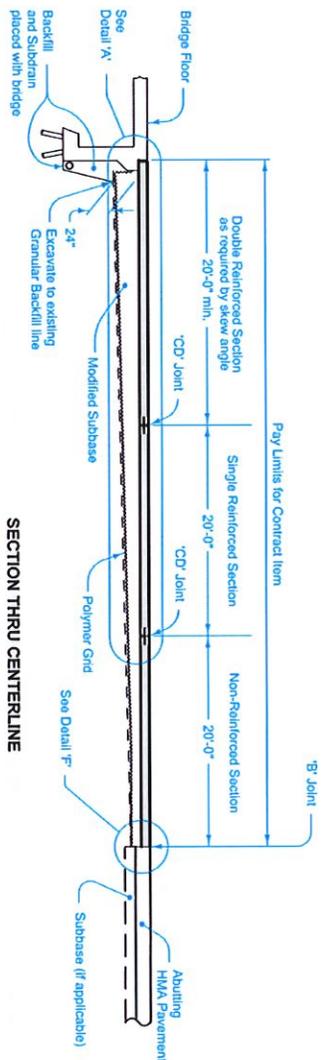
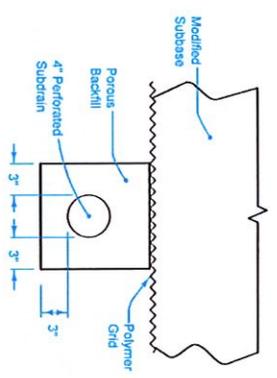
REVISIONS: Changed dimension from 10" to 8" and added 4" dimension to U strip
 Date: 08/25/2020 by: [Signature]

Possible Contract Item:
 Bridge Approach, BR-202
 Possible Tabulation:
 112-6

- For joint details, see PV-101.
- For curb details, see Detail 'G'.
- All Transverse Bars are #5.
- See BR-211 or BR-212 for shoulders.
- ① 2" to 2 1/2" clear to bent bar.
- ② Minimum lap length: #5 bars - 18 inches
 #6 bars - 27 inches
 #8 bars - 48 inches
- ③ If bridge is skewed, place additional #5 bar parallel to skewed face.



DETAIL C
 (Downed PCC Pavement)



SECTION THRU CENTERLINE
 (Abutting HMA Pavement)

IOWA DOT

STANDARD ROAD PLAN

BR-202

SHEET 3 of 4

REVISIONS: Changed dimension from 4' to 5' and added 4' dimension to 5' approach. Detail line changes on Page 4.

APPROVED BY: *[Signature]*

DOUBLE REINFORCED 10" APPROACH WITH VARIABLE DEPTH PAVING NOTCH

NO.	REVISION	DATE
0	ISSUE FOR CONSTRUCTION	3-23-2020



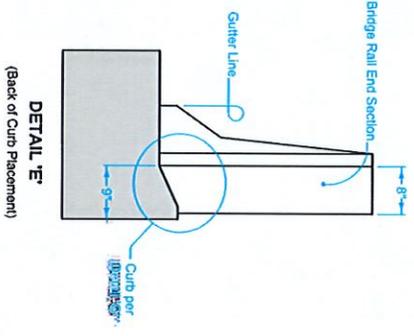
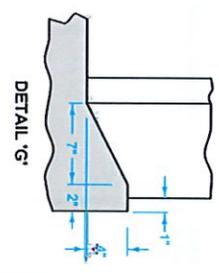
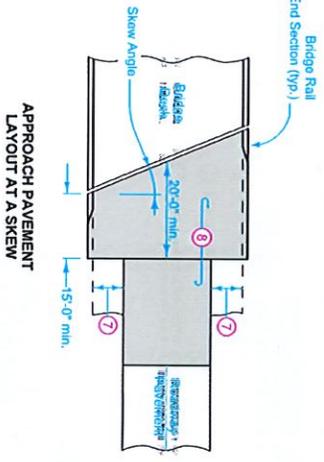
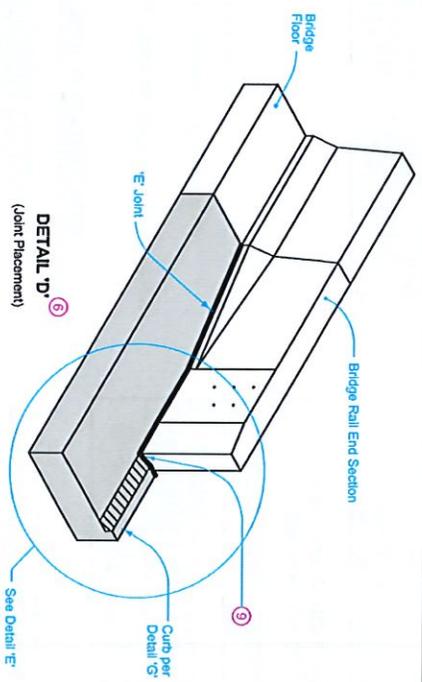
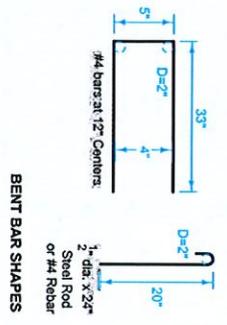
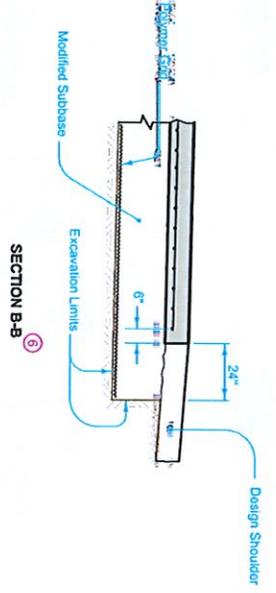
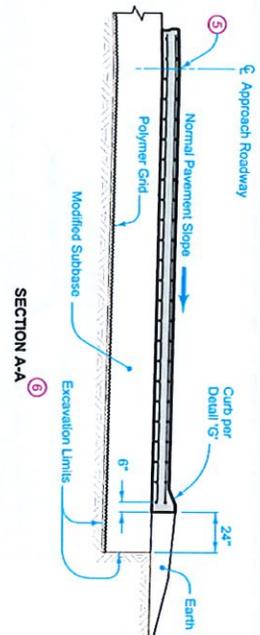
309 E 5TH STREET, SUITE 202
 DES MOINES, IOWA 50309
 Email: Sales@boltonmenk.com
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DATE	BY
3/23/20	JK
3/23/20	JK

CITY OF WINDSOR HEIGHTS, IOWA
 2020 PCC PATCHING PROJECT

SHEET
 B.4



- ⑥ Longitudinal Joint (BR-201):
 Single Pour - Saw cut joint per Detail B.
 Two Pours - Use KS-2 Joint.
- ⑦ Design shoulder width.
- ⑧ Reinforced bridge approach section.
- ⑨ Expansion joint at end of Bridge Rail End Section. Place joint filler the full depth of the bridge approach pavement and shape material to fit the shape of the curb per Section B-B of PV-101. Seal joint per Detail F of PV-101.
- Fixed Abutment Bridges: Type 'E' Joint.
- Movable Abutment Bridges: Flexible Foam Expansion Joint Filler complying with Section 4136 of the Standard Specifications. Minimum filler width is the abutment 'CF' joint width. Joint length as required to completely fill from back side of curb to front face of bridge wing.

NO.	DATE	DESCRIPTION
0	2-27-2020	ISSUED FOR CONSTRUCTION



300 E 5TH STREET, SUITE 202
 WINDSOR, IOWA 52240
 Phone: 515.312.9100
 Email: bolton@boltonmenk.com
 www.boltonmenk.com



DATE	BY	CHK
2/27/2020	JL	JL

CITY OF WINDSOR HEIGHTS, IOWA
 2020 PCC PATCHING PROJECT
 DETAILS

IOWADOT

STANDARD ROAD PLAN

BR-202

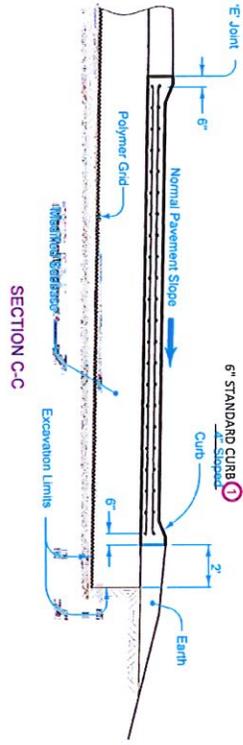
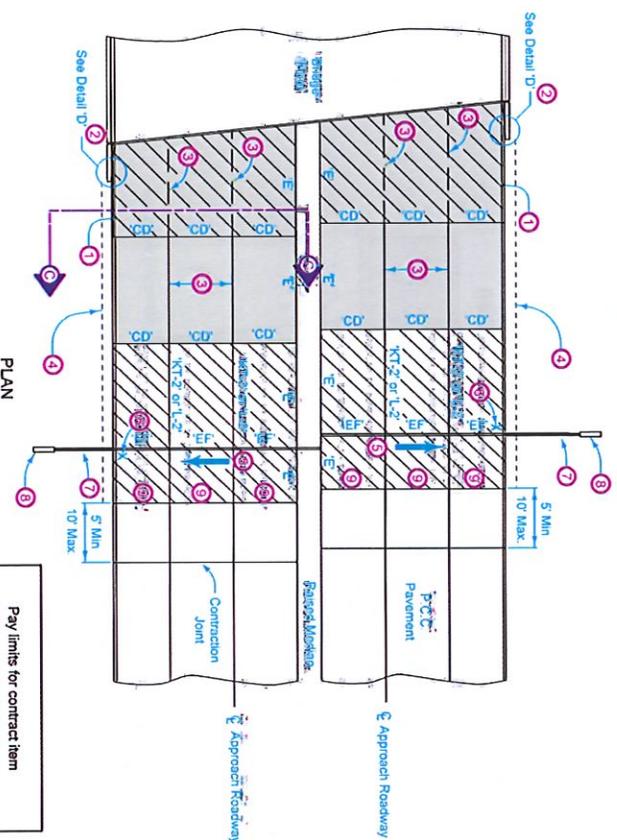
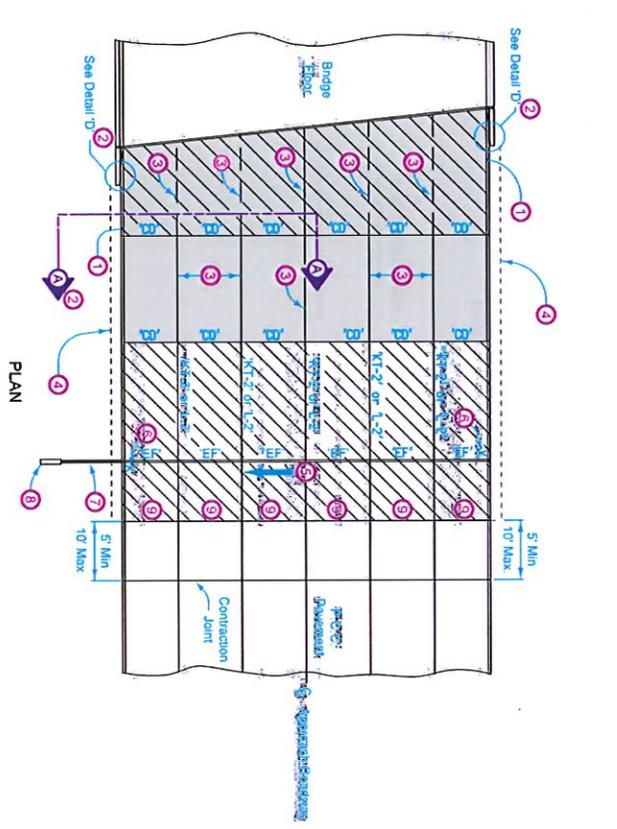
SHEET 4 of 4

REVISIONS: Standard Expansion Joint "E" to "F" and added "F" dimension to U shaped Joint Filler Shapes on Page 4

APPROVED BY: DIVISION OF DESIGN AND CONSTRUCTION

REVISION	DATE
1	10-17-17

DOUBLE REINFORCED 10" APPROACH WITH VARIABLE DEPTH PAVING NOTCH



- 1 6" STANDARD CURB
- 2 Build 4-inch Sloped Curb—unless noted otherwise in the plans. See BR-201, BR-202, BR-203, or BR-204.
- 3 Longitudinal Joint (PV-101):
Single Pour - Saw cut joint per Detail B.
Two Pours - Use KS-1 joint (Single Reinforced Section).
Use KS-2 joint (Double Reinforced Section).
- 4 Polymer Grid and excavation limits of Modified Subbase 2 feet outside of pavement edge. See BR-201, BR-202, BR-203, or BR-204.
- 5 Slope subdrain to drain.
- 6 Place an "X" in the plastic concrete near the "E" joint at the outside edge of pavement.
- 7 4 inch perforated subdrain (polyethylene, corrugated tubing).
- 8 See DR-303 or DR-306 for outlet details
- 9 DW or RTT joint.

Pay limits for contract item
 Include the following areas:

- Double Reinforced Section
- Single Reinforced Section
- Non-Reinforced Section

REV	DATE	DESCRIPTION
0	3-27-2020	ISSUED FOR CONSTRUCTION

BOLTON & MENK
 300 E 5TH STREET, SUITE 202
 DES MOINES, IOWA 50319
 Email: bolton@boltonmenk.com
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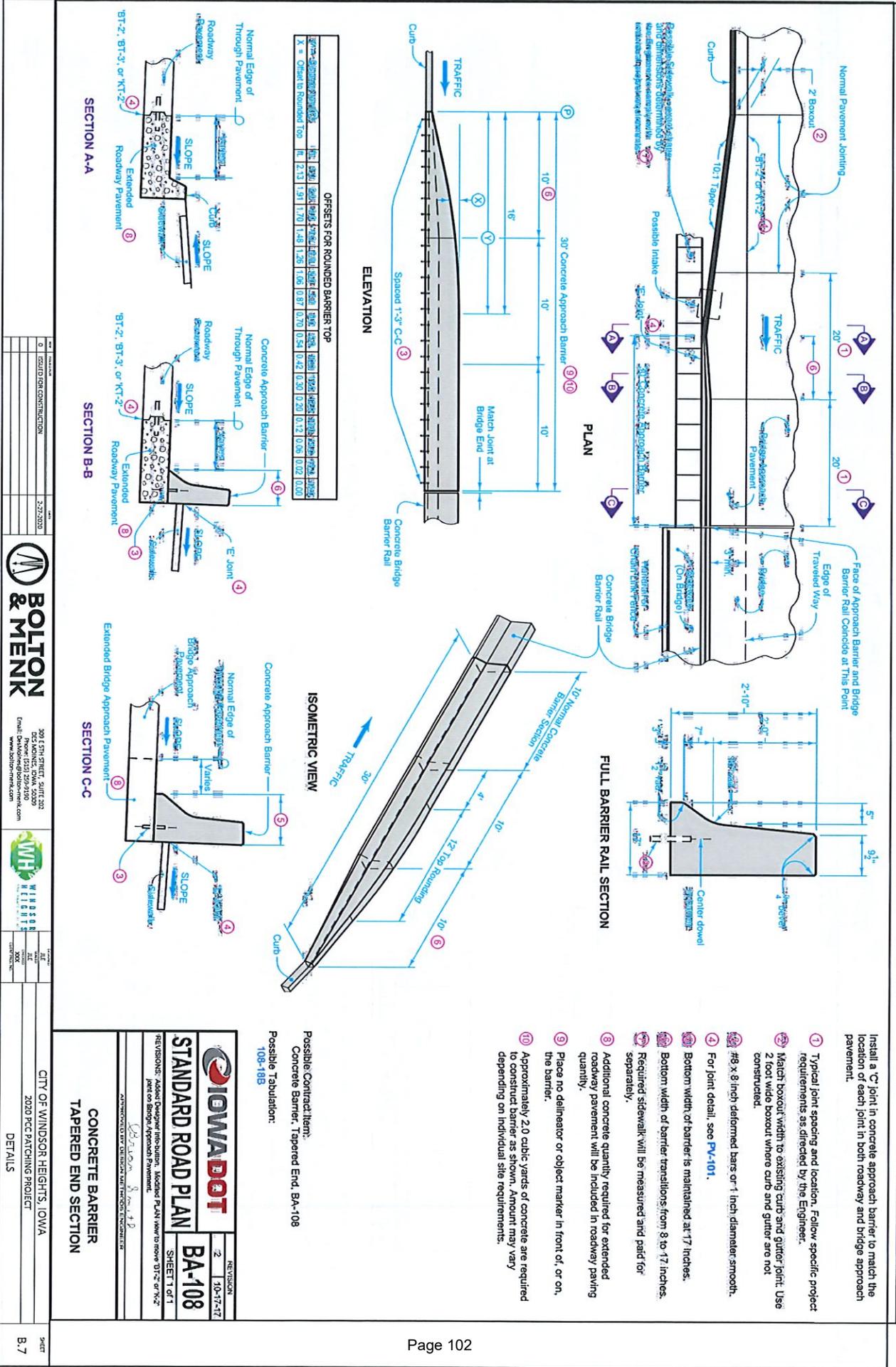
WH
 WINDSOR HEIGHTS
 IOWA

DATE	BY	CHK
02/27/20	JK	JK
03/02/20	JK	JK

CITY OF WINDSOR HEIGHTS, IOWA
 2020 PCC PATCHING PROJECT
 DETAILS

IOWA DOT
STANDARD ROAD PLAN
 BR-231
 SHEET 1 of 1

BRIDGE APPROACH
 (MULTI-LANE, CURBED ROADWAY)

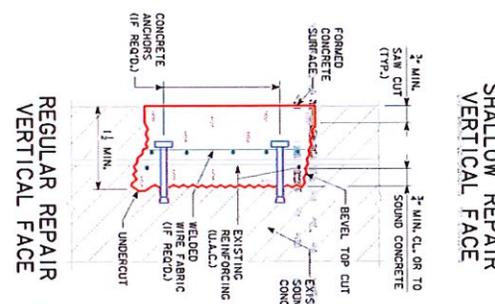
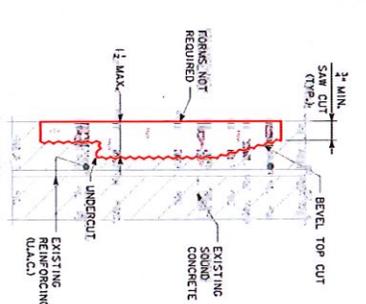
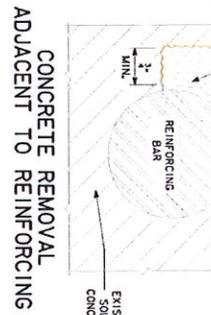
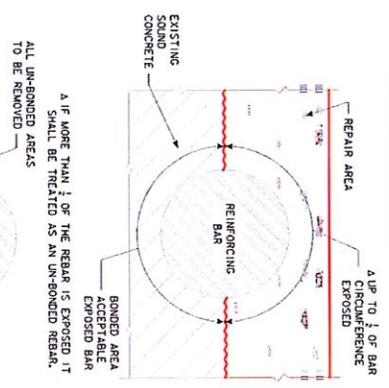
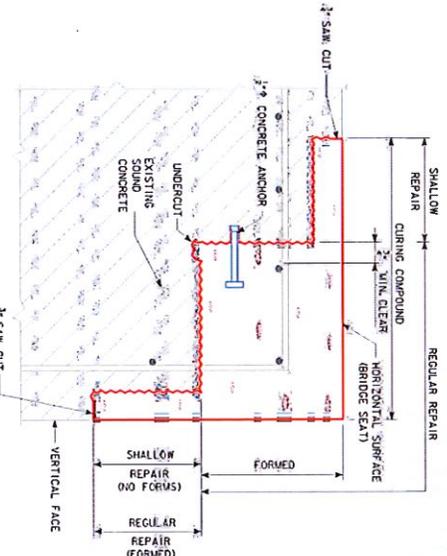
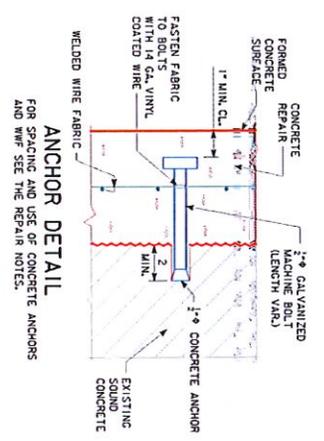
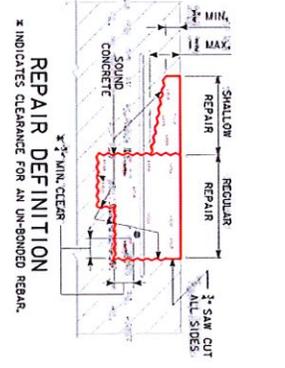


Install a 'C' joint in concrete approach barrier to match the location of each joint in both roadway and bridge approach pavement.

- 1 Typical joint spacing and location. Follow specific project requirements as directed by the Engineer.
- 2 Match boxout width to existing curb and gutter joint. Use 2 foot wide boxout where curb and gutter are not constructed.
- 3 #8 x 8 inch deformed bars or 1 inch diameter smooth.
- 4 For joint detail, see PV-101.
- 5 Bottom width of barrier is maintained at 17 inches.
- 6 Bottom width of barrier transitions from 8 to 17 inches. Required sidewalk will be measured and paid for separately.
- 7 Additional concrete quantity required for extended roadway pavement will be included in roadway paving quantity.
- 8 Place no delineator or object marker in front of, or on, the barrier.
- 9 Approximately 2.0 cubic yards of concrete are required to construct barrier as shown. Amount may vary depending on individual site requirements.

Possible Contract Item:
 Concrete Barrier, Tapered End, BA-108
 Possible Tabulation:
 108-18B

STANDARD ROAD PLAN BA-108 SHEET 1 of 1	REVISION 2 10-17-17
CITY OF WINDSOR HEIGHTS, IOWA 2020 PCC PATCHING PROJECT DETAILS	



REPAIR NOTES:

THE SPALLED AND HOLLOW AREAS OF THIS BRIDGE AS NOTED AND SHOWN IN THESE PLANS SHALL BE REPAIRED AS FOLLOWS:

1. ALL SPALLS AND HOLLOW AREAS SHALL BE REPAIRED WITH CONCRETE OF THE SAME STRENGTH AND CURING COMPATIBLE WITH THE EXISTING CONCRETE. THE PRICE BID FOR CONCRETE REPAIR SHALL BE INCLUDED IN THE PRICE BID FOR CONCRETE REPAIR.

2. THE PRICE BID FOR CONCRETE REPAIR SHALL INCLUDE THE COST OF ALL CONCRETE ANCHORS AND WELDED WIRE FABRIC REQUIRED BY THE PLANS. INSPECTION OF THE ACTUAL AREAS OF THE CONCRETE REPAIRS, THE CONTRACTOR SHALL BE PAID FOR THE ACTUAL AMOUNT OF REPAIRS MADE ON A SQUARE FOOT BASIS BASED ON THE PRICE BID PER SQUARE FOOT.

3. ALL EXISTING REINFORCING BARS THAT ARE EXPOSED BY CONCRETE REMOVAL SHALL BE REPAIRED EXISTING REINFORCING WHICH SHALL BE REPAIRED AS DIRECTED BY THE ENGINEER.

4. THE CONCRETE ANCHORS REQUIRED SHALL HAVE A MINIMUM PULL OUT OF 5000 LBS. BASED ON 4000 PSI CONCRETE. AN ANCHOR MEETING THE PULL OUT REQUIREMENTS SHALL BE ACCEPTED. ALL ANCHORS SHALL BE INSTALLED AND SHALL BE INSTALLED ACCORDING TO RECOMMENDATIONS OF THE MANUFACTURER. THE COST OF FURNISHING AND INSTALLING THE CONCRETE ANCHORS SHALL BE INCLUDED IN THE PRICE BID FOR CONCRETE REPAIR.

5. THE WELDED WIRE FABRIC SHALL BE 1/2" X 2' OR 4' X 4' PER SQUARE FOOT. THE WIRE SHALL HAVE A NOMINAL AREA OF 0.0209 SQUARE INCHES INCLUSIVE. EXAMPLE: W/F 3" X 3" - W14.4X92.9".

6. WHERE REINFORCEMENT HAS BEEN EXPOSED AND CLEARANCE AROUND THE PERIPHERY OF THE EXISTING BAR IS PROVIDED NO SURFACE TREATMENT SHALL BE APPLIED TO THE EXPOSED SURFACE OF THE REINFORCING BARS. THE SPACING AND PATTERN ARE SUCH THAT INDIVIDUAL OPEN SPACES BETWEEN BARS ARE OF 1.5 SQUARE FOOT OR LARGER. FOR THIS CONDITION, 1/2" CONCRETE ANCHORS AND WELDED WIRE FABRIC SHALL BE INSTALLED AT THE RATE OF ONE CONCRETE ANCHOR WITH W/F PER EACH 1.5 SQUARE FEET OF AREA WITHIN EACH OF THE SPALLS TO BE REPAIRED. THE STRUCTURAL CONCRETE SHALL BE IN ACCORDANCE WITH SECTION 2456 OF THE STANDARD SPECIFICATIONS.

CONCRETE PLACEMENT QUANTITIES

MARK	TYPE	UNITS	QUANTITY
①	SHALLOW REPAIR	SQ. FT.	20
②	REGULAR REPAIR	SQ. FT.	20
		TOTAL (SQ. FT.)	

ESTIMATED CONCRETE REPAIR QUANTITIES

DESCRIPTION	UNITS	AMOUNT
CONCRETE REPAIR	SQ. FT.	20

DESIGN TEAM: STANDARD SHEET 1045

3-27-2020

BOLTON & MENK

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 DES MOINES, IOWA 50309
 Email: Design@boltonmenk.com
 www.boltonmenk.com

COUNTY: PROJECT NUMBER:

CITY OF WINDSOR HEIGHTS, IOWA
 2020 PCC PATCHING PROJECT
 DETAILS

IOWA DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION
 DESIGN SHEET NO. _____ OF _____ FILE NO. _____

CONCRETE REPAIRS

SHEET NUMBER: 8.8

ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT
1	6010-108-4-0	MANHOLE ADJUSTMENT, MINOR	EA	1
2	7010-108-4-0	CONCRETE REPAIR, 6" PCC	SF	90
3	7010-108-4-0	CONCRETE REPAIR, 6" PCC	SF	1
4	7010-108-4-0	CONCRETE REPAIR, 6" PCC	SF	30
5	7040-108-4-0	FULL DEPTH PATCHES, 10" PCC	SF	920
6	7040-108-4-0	PAVEMENT REMOVAL	SF	380
7	8010-108-4-0	TRAFFIC DETECTION LOOPS	EA	4
8	8020-108-4-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6
9	8020-108-4-0	PAINTED SYMBOLS AND LEGENDS	EA	3
10	8030-108-4-0	TEMPORARY TRAFFIC CONTROL	SF	1
11	11000-108-4-1	MOBILIZATION	LS	1
12	12040-108-4-0	PAVING NOTCH REPLACEMENT	LF	80
13	13090-108-4-0	CONCRETE REPAIR, 4" PCC	EA	4
14	13090-108-4-0	CONCRETE REPAIR, 4" PCC	SF	20
15	13090-108-4-0	CONCRETE REPAIR, 4" PCC	SF	380
16	13090-108-4-0	CONCRETE REPAIR, 4" PCC	CV	4

ALTERNATE A				
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT
A1	7040-108-4-0	FULL DEPTH PATCHES, 10" PCC	SF	790
A2	8020-108-4-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6
A3	8030-108-4-0	TEMPORARY TRAFFIC CONTROL	LS	1

ITEM NO.		ITEM CODE	DESCRIPTION
1	6010-108-4-0	MANHOLE ADJUSTMENT, MINOR	REPAIRING EXISTING EXCITING ADJUSTMENT RINGS, SURROUNDING AND INSTALLING NEW CHAINS.
2	7010-108-4-0	CONCRETE REPAIR, 6" PCC	INCLUDES FINISH, SIBERASE/SUBBASE PREPARATION, MODIFIED SUBBASE, BARS AND REINFORCEMENT, JOINTS AND SEALING, SURFACE CURING AND PAVEMENT PROTECTION, AND BOXOLITS FOR FIXTURES. INCLUDES THE REMOVAL OF EXISTING MEDIAN.
3	7010-108-4-0	CONCRETE REPAIR, 6" PCC	PCC PAVEMENT SAMPLES AND TESTING
4	7010-108-4-0	CONCRETE REPAIR, 6" PCC	INCLUDES CERTIFIED PLANT INSPECTION, SLUMP, AIR CONTENT, CUMBER, AND MATURITY TESTING. REPORTS TO BE PROVIDED TO ENGINEER. TESTING TO FOLLOW DOT FREQUENCY.
5	7040-108-4-0	FULL DEPTH PATCHES, 10" PCC	INCLUDES THE REMOVAL OF EXISTING SIDEWALK AND TUNE RESTORATION. ENGINEER TO APPROVE REPLACEMENT OF SIDEWALK.
6	7040-108-4-0	PAVEMENT REMOVAL	SAWING REMOVING FRESHNESS OF DEPTH, AND DISPOSING OF EXISTING PAVEMENT AND DOWEL BARS. FURNISHING AND PLACING THE PATCHING MATERIAL AND PAVEMENT PROTECTION. JOINT SAWING AND FILLING AND PACING BACKFILL AND RESTORING DISTURBED SURFACES. USE OF ADJUSTERS OR MATERIAL TO SPEED CURING PROCESS CAN BE USED UPON APPROVAL OF ENGINEER.
7	8010-108-4-0	TRAFFIC DETECTION LOOPS	INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL. TOTAL LENGTH OF DETECTION LOOPS SHALL BE AS SHOWN ON THE DRAWINGS. DETECTION LOOPS SHALL BE INSTALLED IN ACCORDANCE WITH THE IOWA DOT STANDARD SPECIFICATIONS AND THE IOWA DOT STANDARD DRAWINGS. DETECTION LOOPS SHALL BE INSTALLED IN ACCORDANCE WITH THE IOWA DOT STANDARD SPECIFICATIONS AND THE IOWA DOT STANDARD DRAWINGS. DETECTION LOOPS SHALL BE INSTALLED IN ACCORDANCE WITH THE IOWA DOT STANDARD SPECIFICATIONS AND THE IOWA DOT STANDARD DRAWINGS.
8	8020-108-4-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	FURNISH ALL EQUIPMENT AND MATERIALS TO REPLACE TRAFFIC DETECTION LOOPS INCLUDING NEW CONTINUOUS WIRING TO HANDHOLE. CONTRACTOR TO DISCONNECT WIRING AT HANDHOLE PRIOR TO PAVEMENT REMOVAL.
9	8020-108-4-0	PAINTED SYMBOLS AND LEGENDS	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE
10	8030-108-4-0	TEMPORARY TRAFFIC CONTROL	REPORTING SPHERES, LAYOUT, SURFACE PREPARATION, AND APPLICATION OF MARKING PAINTED SYMBOLS AND LEGENDS
11	11000-108-4-1	MOBILIZATION	LAYOUT SURFACE PREPARATION, AND APPLICATION OF EACH SYMBOL AND LEGEND.
12	12040-108-4-0	PAVING NOTCH REPLACEMENT	INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL. TOTAL LENGTH OF DETECTION LOOPS SHALL BE AS SHOWN ON THE DRAWINGS. DETECTION LOOPS SHALL BE INSTALLED IN ACCORDANCE WITH THE IOWA DOT STANDARD SPECIFICATIONS AND THE IOWA DOT STANDARD DRAWINGS. DETECTION LOOPS SHALL BE INSTALLED IN ACCORDANCE WITH THE IOWA DOT STANDARD SPECIFICATIONS AND THE IOWA DOT STANDARD DRAWINGS.
13	13090-108-4-0	CONCRETE REPAIR, 4" PCC	INCLUDES ALL COST OF LABOR AND MATERIALS ASSOCIATED WITH EXCAVATION, REMOVING AND DISPOSING OF THE EXISTING PAVING NOTCH, GRANULAR BACKFILL AND COMPACTION AS NEEDED, AND INSTALLING THE NEW PAVING NOTCH. THIS WORK SHALL INCLUDE CUTTING OF EXISTING PAVEMENT TO THE DIMENSIONS OF THE NEW PAVING NOTCH. THE NEW PAVING NOTCH SHALL BE INSTALLED IN ACCORDANCE WITH THE IOWA DOT STANDARD SPECIFICATIONS AND THE IOWA DOT STANDARD DRAWINGS. THE NEW PAVING NOTCH SHALL BE INSTALLED IN ACCORDANCE WITH THE IOWA DOT STANDARD SPECIFICATIONS AND THE IOWA DOT STANDARD DRAWINGS. THE NEW PAVING NOTCH SHALL BE INSTALLED IN ACCORDANCE WITH THE IOWA DOT STANDARD SPECIFICATIONS AND THE IOWA DOT STANDARD DRAWINGS.
14	13090-108-4-0	CONCRETE REPAIR, 4" PCC	CONCRETE REPAIR, 4" PCC
15	13090-108-4-0	CONCRETE REPAIR, 4" PCC	CONCRETE REPAIR, 4" PCC
16	13090-108-4-0	CONCRETE REPAIR, 4" PCC	CONCRETE REPAIR, 4" PCC



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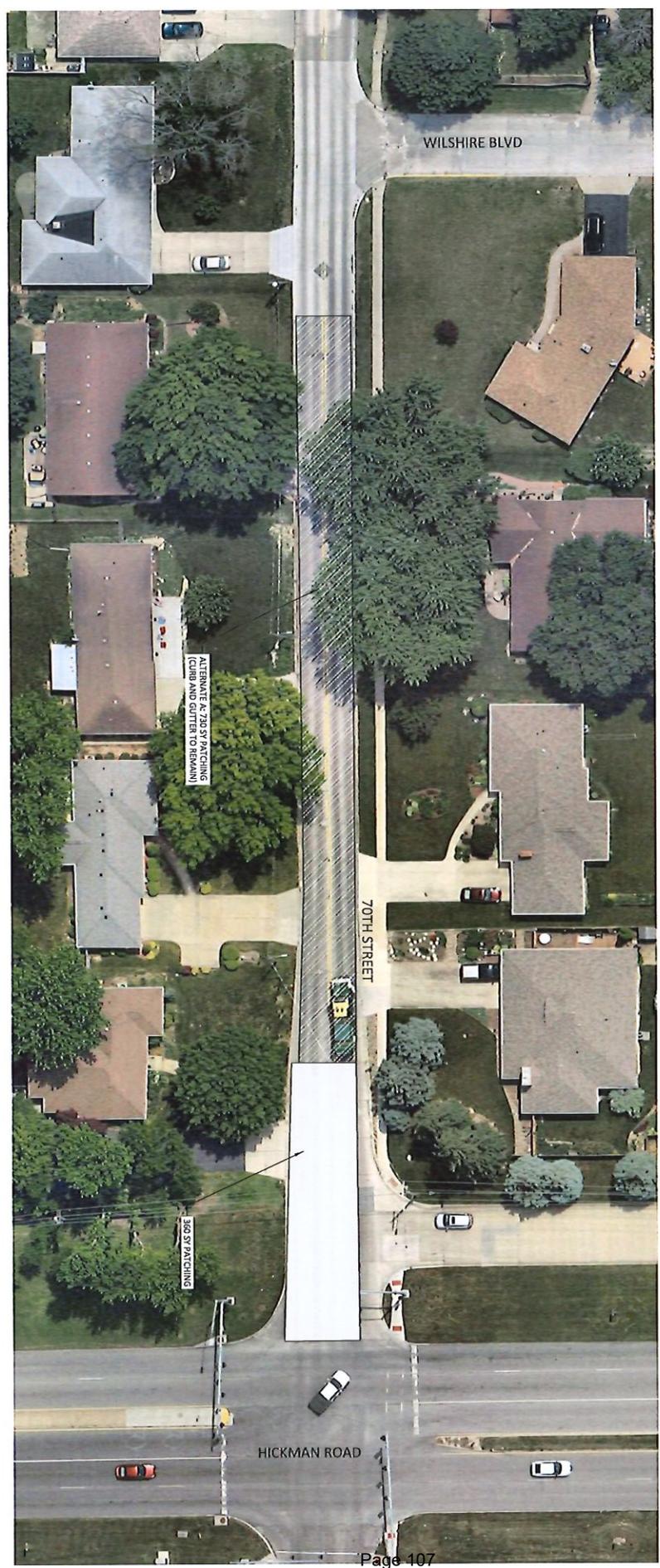
CITY OF WINDSOR HEIGHTS, IOWA
 WALNUT CREEK 2020 STREAMBANK RESTORATION
 ESTIMATED QUANTITIES

0 20 40
 HORIZ SCALE FEET
 3-23-2020
 2020 PCC PATCHING PROJECT
 LOCATION 1
 SHEET D.1


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WHS
 WINDSOR HEIGHTS
 ILLINOIS
 3000
 3000

CITY OF WINDSOR HEIGHTS, IOWA
 2020 PCC PATCHING PROJECT
 LOCATION 1



- NOTE
1. CONTRACTOR TO OBTAIN ALL PERMITS FROM IOWA DOT.
 2. PROVIDE TRAFFIC CONTROL LAYOUT 14 DAYS PRIOR TO CONSTRUCTION.
 3. REMOVAL LIMITS TO BE MARKED IN FIELD BY ENGINEER.
 4. 70TH STREET SHALL BE CLOSED FOR UP TO 7 DAYS FOR BIDDING. INSTALL DYNAMIC MESSAGE SIGNS IN BOTH DIRECTIONS 3 WEEKS OUT.
 5. WORK CANNOT COMMENCE UNTIL JUNE 8 AND MUST BE COMPLETED BY AUGUST 14.
 6. COORDINATE TRAFFIC LOOP INSTALLATION WITH THE ENGINEER.



- NOTE
1. PROVIDE TRAFFIC CONTROL LAYOUT 14 DAYS PRIOR TO CONSTRUCTION.
 2. REMOVAL LIMITS TO BE MARKED IN FIELD BY ENGINEER.
 3. DIMENSIONS ARE APPROXIMATE.
 4. DIMENSIONS MUST BE OBTAINED IN FIELD.
 5. REFER TO IOWA DOT STANDARD PLAN TC-448 FOR LAKE CLOSURES.
 6. TOPOGRAPHIC SURVEY HAS NOT BEEN COMPLETED. IF CONTRACTOR REQUIRES SURVEY, IT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.



NO.	DESCRIPTION	DATE
0	ISSUED FOR CONSTRUCTION	2-27-2020

BOLTON & MENK

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 DES MOINES, IA 50319
 PHONE: 515.281.9700
 EMAIL: DESMOINES@BOLTONMENK.COM
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WH

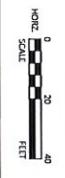
WINDSOR HEIGHTS

NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	2-27-2020

CITY OF WINDSOR HEIGHTS, IOWA
 2020 PCC PATCHING PROJECT
 LOCATION 2

SHEET D.2

- NOTE
1. PROVIDE TRAFFIC CONTROL LAYOUT 14 DAYS PRIOR TO CONSTRUCTION.
 2. STAGE WORK TO INSURE DRIVEWAY REMAINS OPEN AT ALL TIMES TO TWO WAY TRAFFIC. MINIMUM 10 FOOT LANES.
 3. REFER TO IOWA DOT STANDARD PLAN TC-418 FOR LANE CLOSURES



DATE	3-23-2020
BY	
PROJECT	ISOLATED CONSTRUCTION



309 E 9TH STREET, SUITE 202
 DES MOINES, IOWA 50309
 Email: DesMoines@boltonmenk.com
 www.boltonmenk.com



DATE	3/23/20
BY	
PROJECT	2020 PCC PATCHING PROJECT

CITY OF WINDSOR HEIGHTS, IOWA
 2020 PCC PATCHING PROJECT
 LOCATION 3

SHEET
 D.3

RESOLUTION NO. 2020-38

**A RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING ON
ORDINANCE NO. 20-02**

WHEREAS, the City Council of the City of Windsor Heights is considering Ordinance No. 20-02 Relating to Nuisance Abatement Charges; and

WHEREAS, The Code of Iowa required cities to hold a public hearing on proposed ordinances; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, as follows:

Section 1. This Council will meet at the Council Chambers, 1133 66th Street, Windsor Heights, Iowa, on the 6th day of April, 2020, at 6:00 p.m. at which time and place it will hold a public hearing on the proposed Ordinance No. 20-02 Relating to Nuisance Abatement Charges.

Section 2. The City Clerk shall post notice of said hearing, which posting shall be at the three public places in the City which have been permanently designated by ordinance, website and social media platforms, and published in the Des Moines Register

Passed and approved this 16th day of March, 2020.

Dave Burgess, Mayor

ATTEST:

Travis Cooke, City Clerk

NOTICE OF PUBLIC HEARING

Notice is Hereby Given: That at 6:00 p.m., at the Windsor Heights City Council Chambers, 1133 66th Street in Windsor Heights, IA on Monday, April 6, 2020, the City Council will hold a public hearing on the question of the following amendments:

Public Hearing on amendments to City Code Chapter 50.05 Related to the collection of nuisance abatement costs through the property tax levy. After said hearing the City Council will consider **ORDINANCE NO. 20-02 AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY AMENDING CHAPTERS 50.05 RELATED TO NUISANCE ABATEMENT.**

At said meeting any interested person may file written objections or comments may be heard orally with respect to the subject matters of the hearing.

Comments may also be made prior to the meeting in written form at 1145 66th Street, Windsor Heights, Iowa or email directly to tcooke@windsorheights.org 515-279-3662. More information can be found on the City's website at www.windsorheights.org.

ORDINANCE NO. 20-02

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY AMENDING CHAPTERS 50.05 RELATED TO NUISANCE ABATEMENT

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

WHEREAS, the City Council of the City of Windsor Heights do hereby find and declare that the revisions to Chapter 50.05 are necessary and will promote the 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 50.05 of the Windsor Heights Code of Ordinances to include collection of nuisance abatement costs through the property tax levy as provided in the Code of Iowa, Sec. 364.12[3h].

SECTION 2. Chapter 50.05 is hereby amended to read as follows:

50.05 ABATEMENT OF NUISANCE BY WRITTEN NOTICE

Any nuisance, public or private, may be abated in the manner provided for in this section:

(Code of Iowa, Sec. 364.12[3h])

1. Contents of Notice to Property Owner. The notice to abate shall contain:
 - A. Description of Nuisance. A description of what constitutes the nuisance.
 - B. Location of Nuisance. The location of the nuisance.
 - C. Acts Necessary to Abate. A statement of the act or acts necessary to abate the nuisance.
 - D. Reasonable Time. A reasonable time within which to complete the abatement.
 - E. Assessment of City Costs. The City Administrator shall send a statement of the total expense incurred to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one (1) month, the City Administrator shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner, as general property taxes.

(Code of Iowa, Sec. 364.12[3h])

2. Method of Service. The notice may be in the form of an ordinance or sent by certified mail to the property owner.

(Code of Iowa, Sec. 364.12[3h])

3. Request for Hearing. Any person ordered to abate a nuisance may have a hearing with the Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.
4. Abatement in Emergency. If it is determined that an emergency exists by reason of the continuing maintenance of the nuisance or condition, the City may perform any action that may be required under this chapter without prior notice. The City shall assess the costs as provided in subsection 6 of this section after notice to the property owner under the applicable provisions of subsection 1 and 2, and the hearing as provided in subsection 3.

(Code of Iowa, Sec. 364.12[3h])

5. Abatement by City. If the person notified to abate a nuisance or condition neglects or fails to abate as directed, the City may perform the required action to abate, keeping an accurate account of the expense incurred. The itemized expense account shall be filed with the Clerk, who shall pay such expenses on behalf of the City.

(Code of Iowa, Sec. 364.12[3h])

6. Collection of Costs. The Clerk shall send a statement of the total expense incurred, by certified mail, to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within 30 days after the statement was sent, the Clerk may retain attorneys and/or private collection agents for the purpose of collecting any default in payment of any fine or penalty or installment of that fine or penalty. Any fees or costs incurred by the City with respect to attorneys or private collection agents retained under this subsection shall be charged to the offender.

(Code of Iowa, Sec. 364.12[3h])

7. Installment Payment of Cost of Abatement. If the amount expended to abate the nuisance or condition exceeds five hundred dollars (\$500.00), the City may permit the assessment to be paid in up to ten (10) annual installments, to be paid in the same manner and with the same interest rates provided for assessments against benefited property under State law.

(Code of Iowa, Sec. 364.13)

8. Failure to Abate. Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same within the reasonable time required and specified in the notice to abate is in violation of this Code of Ordinances.

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

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

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

Passed and Approved this ____ day of _____, 2020.

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Publish Date: _____

Dave Burgess, Mayor

(SEAL)

ATTEST:

Travis Cooke, City Clerk

50.05 ABATEMENT OF NUISANCE BY WRITTEN NOTICE.

Any nuisance, public or private, may be abated in the manner provided for in this section:

(Code of Iowa, Sec. 364.12[3h])

1. Contents of Notice to Property Owner. The notice to abate shall contain:
 - A. Description of Nuisance. A description of what constitutes the nuisance.
 - B. Location of Nuisance. The location of the nuisance.
 - C. Acts Necessary to Abate. A statement of the act or acts necessary to abate the nuisance.
 - D. Reasonable Time. A reasonable time within which to complete the abatement.
 - E. Assessment of City Costs. ~~A statement that if the nuisance or condition is not abated as directed and no request for hearing is made within the time prescribed, the City will abate it and assess any and all costs associated with such effort, including (but not limited to) collection costs, against the property owner.~~ **The City Administrator shall send a statement of the total expense incurred to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within one (1) month, the City Administrator shall certify the costs to the County Treasurer and such costs shall then be collected with, and in the same manner, as general property taxes.**

(Code of Iowa, Sec. 364.12[3h])

2. Method of Service. The notice may be in the form of an ordinance or sent by certified mail to the property owner.

(Code of Iowa, Sec. 364.12[3h])

3. Request for Hearing. Any person ordered to abate a nuisance may have a hearing with the Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

4. Abatement in Emergency. If it is determined that an emergency exists by reason of the continuing maintenance of the nuisance or condition, the City may perform any action that may be required under this chapter without prior notice. The City shall assess the costs as provided in subsection 6 of this section after notice to the property owner under the applicable provisions of subsection 1 and 2, and the hearing as provided in subsection 3.

(Code of Iowa, Sec. 364.12[3h])

5. Abatement by City. If the person notified to abate a nuisance or condition neglects or fails to abate as directed, the City may perform the required action to abate, keeping an accurate account of the expense incurred. The itemized expense account shall be filed with the Clerk, who shall pay such expenses on behalf of the City.

(Code of Iowa, Sec. 364.12[3h])

6. Collection of Costs. The Clerk shall send a statement of the total expense incurred, by certified mail, to the property owner who has failed to abide by the notice to abate, and if the amount shown by the statement has not been paid within 30 days after the statement was sent, the Clerk may retain attorneys and/or private collection agents for the purpose of collecting any default in payment of any fine or penalty or installment of that fine or penalty. Any fees or costs incurred by the City with respect to attorneys or private collection agents retained under this subsection shall be charged to the offender.

(Code of Iowa, Sec. 364.12[3h])

7. Installment Payment of Cost of Abatement. If the amount expended to abate the nuisance or condition exceeds five hundred dollars (\$500.00), the City may permit the assessment to be paid in up to ten (10) annual installments, to be paid in the same manner and with the same interest rates provided for assessments against benefited property under State law.

(Code of Iowa, Sec. 364.13)

8. Failure to Abate. Any person causing or maintaining a nuisance who shall fail or refuse to abate or remove the same within the reasonable time required and specified in the notice to abate is in violation of this Code of Ordinances.

RESOLUTION #2020-39

A RESOLUTION TO EXPRESS APPRECIATION TO JIM EGGER FOR HIS YEARS OF SERVICE AS A MEMBER AND CHAIRMAN OF THE PLANNING AND ZONING COMMISSION FOR THE CITY OF WINDSOR HEIGHTS, IOWA

WHEREAS, Jim Egger has loyally served the citizens of the City of Windsor Heights as both member and chairman of the Planning and Zoning Commission for twenty years;

WHEREAS, Jim's dedication to Windsor Heights has vastly benefited the City and its citizens; and

NOW, THEREFORE, BE IT RESOLVED, that the Windsor Heights City Council, on its own behalf and on the behalf of the officials and residents of the City of Windsor Heights expresses its sincere gratitude to Jim Egger for his dedication to our community and wish him all the best.

Passed and approved this 16th day of March, 2020.

David Burgess, Mayor

ATTEST:

Travis Cooke, City Clerk

February 26, 2020

Mayor Dave Burgess
1145 66th Street
Suite 1
Windsor Heights, IA 50324

Mayor Burgess,

This is my letter of resignation from The Planning & Zoning Commission. It has been my privilege and honor to have served the City of Windsor Heights for approximately the last 20 years. Having spent most of those years as the Chairman, I have had the opportunity to work with some very dedicated, motivated and intelligent people. To say that it has been a pleasure is an understatement. I have come to the point in my life where other endeavors are appearing, and I feel the need to follow those endeavors. I now feel the time has come for others to come forward and enjoy the benefits of service. Thank you for the opportunity to have been of service and if you feel that my services are needed in the future for short term projects, please feel free to contact me. Again, thank you for allowing me to serve.

Jim Egger
6627 Forest Court
(515) 491-0797

RESOLUTION 2020-40

**A RESOLUTION APPROVING AND AUTHORIZING SIGNATORIES ON BEHALF OF
THE CITY OF WINDSOR HEIGHTS, IOWA FOR THE
BANKERS TRUST CHECKING ACCOUNT**

WHEREAS, the City of Windsor Heights requires two authorized signatures on checks issued by the City for the Bankers Trust Checking account; and

WHEREAS, accepted accounting standards dictate that the City assure appropriate checks and balances are in place and that it is appropriate to name the Mayor, Mayor Pro Tem, City Administrator, City Clerk and Finance Director as the authorized signatories;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa that Dave Burgess, Mayor, Mike Jones, Mayor Pro Tem, Mark Arentsen, Interim City Administrator, and Travis Cooke, City Clerk, (any two of the three) be authorized to execute checks on behalf of the City of Windsor Heights, and that Rachelle Swisher, Finance Director, is an alternate signatory, if needed, effective on the 16th day of March, 2020.

Passed and approved this 16th day of March, 2020.

David Burgess, Mayor

ATTEST:

Travis Cooke, City Clerk

TO: Windsor Heights City Council

CC: Mark Arentsen, Interim City Administrator
Mayor Dave Burgess

FROM: Dalton Jacobus, Public Works Director
Whitney Tucker, Communications / Recreation Coordinator

DATE: 16 March 2020

SUBJECT: Temporary Policy for Community Center Rental Reimbursements as a Result of the COVID – 19 pandemic.

Staff is recommending that fees for rentals of the Community Center that will occur between 3/17/20 and 5/15/20 be issued a refund upon request of the renter due to COVID-19.

As of 3/12/20 there are 16 cases of COVID-19 in Iowa. However, the number of confirmed cases and closures of public, sporting, and other events is increasing each day.

The CDC has recommended that older adults and people with severe underlying chronic medical conditions avoid crowds and public gatherings. The CDC also states that this virus is, “spreading easily and sustainably” from person to person. And the WHO is now calling COVID-19 a pandemic. On a local level, the DSM Partnership is recommending postponing public events that occur right after spring break.

In the event that there is a recommendation by the Governor, National Guard, Mayor, or other governmental personal for a ban on public events or a mandatory quarantine of the public, staff recommends that the Community Center close and all renters from 3/17/20 to 5/15/20, or the period of the ban or quarantine, be reimbursed.

Total rental fees collected so far for these dates are \$17,159.13. An additional \$62.50 have been paid in credit card fees by renters. There are currently \$2,302.50 in outstanding fees over this same time period. If all renters were to cancel their events and request reimbursement, the total financial impact to the City would be \$19,524.13

Currently, the Community Center does not offer any reimbursements. We work with the renter to reschedule if possible. The Community Center is booked every Saturday through October of 2020 including many Fridays and Sundays. This makes rescheduling events more difficult. We

RESOLUTION 2020-42

A RESOLUTION CREATING A TEMPORARY COMMUNITY CENTER FEE REIMBURSEMENT POLICY DUE TO THE PUBLIC HEALTH THREAT OF THE CORONAVIRUS (COVID-19).

WHEREAS, staff sees a need for a temporary exception to the 'no-refund' policy for the Community Center as result of the COVID – 19 pandemic;

WHEREAS, the CDC has recommended older adults and people with severe underlying chronic medical conditions avoid crowds and public gatherings;

WHEREAS, the WHO has named COVID-19 a pandemic;

WHEREAS, fees for rentals of the Community Center scheduled from 3/17/20 to 5/15/20 will be waived upon request of the renter;

WHEREAS, fees for rentals of the Community Center scheduled from 3/17/20 to 5/15/20 will be mandatorily refunded if the Governor, National Guard, or Mayor bans public gatherings or a quarantine is issued;

WHEREAS, the total amount reimbursed by the City could reach \$17,159.13, not including credit card fees paid by the renter

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

That a temporary policy is approved to approve Community Center rental reimbursements until May 15th as a result of the COVID – 19 pandemic.

PASSED and approved this **16th day of March 2020** by the City Council of the City of Windsor Heights, Iowa.

Dave Burgess, Mayor

ATTEST:

Travis Cooke, City Clerk

TO: Windsor Heights Community Center Renters

FROM: Dalton Jacobus, Director of Public Works
Whitney Tucker, Communications / Recreation Coordinator

DATE: 16 March 2020

SUBJECT: Temporary Policy for Community Center Rental Reimbursements as a Result of the COVID – 19 pandemic.

The Community Center is currently operating as normal. However, the City wishes to provide renters the opportunity to cancel their event free of charge in order to promote public health and slow the spread of COVID – 19.

All rentals between 3/17/2020 to 5/15/2020 are being given the option of a full refund if they choose to cancel their event due to COVID – 19. If you would like to cancel, please contact Communications/Recreation Coordinator Whitney Tucker in writing. An email can be sent to wtucker@windsorheights.org or a letter mailed to City Hall at 1145 66th St, Suite 1, Windsor Heights, IA 50324. A request for reimbursement must be made prior to the scheduled event date to be eligible for reimbursement. Staff will monitor the COVID – 19 situation as it develops. The May 15th deadline for optional rental cancellations may be extended depending on the circumstances as the deadline approaches.

If you choose to cancel your event and request a refund, your reserved time slot in the facility will be forfeited and it will be rented to another party.

In the event that the Governor, National Guard, Mayor, or other governmental personnel issues a ban on public gatherings or a mandated quarantine of a Des Moines Metro Community, all scheduled rentals during the time of that quarantine or ban will be issued a refund and the Community Center will close until the ban or quarantine is lifted.

Tours for the community center are being limited as the COVID – 19 situation develops. If you would like to see the facility, please refer to the photo gallery and video tour on the City's website: <https://www.windsorheights.org/351/Community-Center-Rentals>

If you rent the facility and anyone from your event later comes down with the Coronavirus, please contact staff immediately.

If you have any questions, please contact Whitney Tucker at 515-645-6819 or wtucker@windsorheights.org.

RESOLUTION 2020-43

**A RESOLUTION APPROVING A SOIL QUALITY RESTORATION AT 1919 69TH STREET
IN THE AMOUNT OF \$1,495.40**

WHEREAS, the Windsor Heights City Council approved a Stormwater Best Management Practices Reimbursement Program in the spring of 2019; and

WHEREAS, the City did a promotional Soil Quality Restoration giveaway on the City's Facebook page to promote this Reimbursement program; and

WHEREAS, the winner of this giveaway was Taylor Norland at 1919 69th Street; and

WHEREAS, staff collected three quotes for this project with the lowest quote coming in at \$1,495.40; and

WHEREAS, this program is fully funded in the operating budget through storm sewer utility revenues; and

WHEREAS, there have been three applications for the program since the promotional giveaway; and

WHEREAS, the council members on the Public Works Committee recommend approval of this work;

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

That staff can authorize payment of \$1,495.40 to Soil-Tek for a Soil Quality Restoration at 1919 69th Street as a way to further market our BMP Reimbursement Program;

PASSED and approved this 16th day of March 2020 by the City Council of the City of Windsor Heights, Iowa.

Dave Burgess, Mayor

ATTEST:

Travis Cooke, City Clerk



Project Number: 2020-1

1145 66th Street, Suite 1 • Windsor Heights, Iowa 50324 • 515-279-3662

WINDSOR HEIGHTS
the heart of it all

TYPE OF PROJECT: Soil Quality Restoration Native Planting Rain Garden
 Rain Barrel Other (explain) _____

Date of Application: 3/9/2020
Received by: Dalton Jacobus

PROJECT ADDRESS	
STREET NUMBER/ADDRESS	
<u>1919 69th Street</u>	
<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Public <input checked="" type="checkbox"/> One-Family <input type="checkbox"/> Two-Family <input type="checkbox"/> Multi (No. _____)	

APPLICANT INFORMATION	
Name	Email
<u>Dalton Jacobus</u>	
Address	
City	State
Zip	Phone

PROPERTY OWNER INFORMATION	
Name	Email
<u>Taylor Norland</u>	
Address	
<u>1919 69th St</u>	
City	State
<u>50324</u>	
Zip	Phone
	<u>515-341-0969</u>

CONTRACTOR INFORMATION	
Name	
<u>Soil-Tek - Brent Cambridge</u>	
Company	
Email	
Phone	
<u>515-208-1474</u>	

PROGRAM GUIDELINES

- Costsharing rates are as follows: 100% - Promotional Giveaway!
 1. Soil Quality Restoration: 75% City Reimbursement
 2. Rain Barrel: 50%, \$75 limit
 3. Native Planting: 40% City Reimbursement
 4. Rain Garden: 40% City Reimbursement
 5. Other: Case by case determination
- Three inspections are required for all projects:
 1. After submission, but before approval of, the project application to verify suitability.
 2. During installation of the BMP.
 3. Upon completion of the project.
- Total reimbursement amount is capped at \$1,000 per property per fiscal year. One project per property per fiscal year may be accepted.
- Projects are approved on a first come, first serve basis as funding is available.
- All funds distributed by the City will be to the legal property owner.
- Funds are reimbursed by the City only after the project has been completed and all receipts submitted.
- All work is to be completed to the standards of the Iowa Storm Water Management Manual.
- Contracted labor may be reimbursed. All other labor will not be reimbursed.

BUDGET

Total Project Cost: \$1,495.40
Estimated Request for Reimbursement: \$1,495.40

APPLICATION CHECKLIST

- Please be sure to include all of the following with your application:
- Map showing location of project, with dimensions
 - Estimate and detail of total project cost
 - Summary of work to be completed
 - Scheduling and expected completion date

By signing below, the applicant confirms that they agree to the program guidelines outlined above and have provided all necessary documentation with the application.

[Signature]
Signature

3/13/2020
Date

WHEN SIGNED BELOW THIS BECOMES YOUR PROJECT APPROVAL

[Signature]
Public Works Director

3/13/2020
Date



Windsor Heights Public Safety

POLICE ♦ FIRE ♦ EMS

Monthly Report



To: Interim City Administrator Mark Arentsen

From: Public Safety Director Chad McCluskey

Date: March 5, 2020

RE: February, 2020 Public Safety Monthly Report

MAJOR WORK AREAS:

- Officers will attend department in-service training at the Camp Dodge “shoot house” instructed by Detective Nissen and Officer Palmer. Officers will perform various scenarios under stress using live ammunition and work on tactics for an active shooter / threat situation.
- Officer Norris will attend the Life Savers Conference, which is partially funded through grant money. Officer Norris will train on various roadway safety issues and will come back and inform his peers.
- Officers Roetman and Davison, along with Detective Nissen, will attend the Iowa Narcotics Officers Association conference during the month of March. Officers will learn latest drug trends and laws to bring back to peers on the department.
- Officer Irlbeck will attend a school put on by Caliber Press titled “Legally Justified- But was it avoidable?” This training will focus on an officer’s use of force that could, or should, be used.
- March is a “Seat belt” survey month for the GTSB grant. Any enforcement/education efforts throughout the month can assist in working toward this grant. Officers will give specific focus toward violations such as speed, and dark windows throughout the city while specifically focusing on speed related issues on 70th street.
- Officers will direct patrol on 63rd Street, north of University Avenue, during night- time hours in effort to enforce and educate motorist concerning speed, OWI and invalid drivers.
- Officers will focus attention toward the area of 73rd/Hickman Road to educate motorist and enforce issues surrounding stoplight violations.
- Officers will continue to spend time walking through Clive Learning Academy and Cowles Elementary. Officers will seek to gain rapport with students and teachers while increasing their knowledge of the schools layout.

- Officers will focus efforts toward dangerous driving near Windsor Heights Schools. Officers plan to enforce and educate motorist on the issue of school zones and limits.
- Officers will focus efforts toward the 6800 block of Washington Avenue to deter speeding and other unsafe driving. Vehicles travelling unsafely in this area have been reported and officers will educate and enforce where applicable.
- The Support Services Division will assist with in-service training surrounding active threat and live-fire exercises during March.
- Investigations will continue work on the investigation of a sex assault case.
- Investigations continues to follow-up on the shooting incidents from January.
- Investigations continues work on a forgery of checks case and they hope to have a prosecuting attorney's subpoena issued in the near future.
- Chief McCluskey will graduate the 279th Session of the FBI National Academy on March 13, 2020. Chief McCluskey has spent the past 10-weeks at the FBI National Academy in Quantico, Virginia. The FBI National Academy is a professional course of study for U.S. and international law enforcement managers nominated because of demonstrated leadership qualities. The 10-week program—which provides coursework in intelligence theory, terrorism and terrorist mindsets, management science, law, behavioral science, law enforcement communication, and forensic science—serves to improve the administration of justice in police departments and agencies at home and abroad and to raise law enforcement standards, knowledge, and cooperation worldwide. Less than 1% of all law enforcement officers in the United States are selected to attend the National Academy, and Chief McCluskey will be the first person from Windsor Heights to complete the training.
- Monthly EMS training for March will focus on oxygenation and ventilation. The training will be instructed by Paramedic / Firefighter Gerrit Foreman.
- Monthly fire training for March will focus on railway incidents and the training will be instructed by Burlington-Northern Santa Fe railroad. This training was something our part-time staff had asked for when the team was polled for training topics.
- Our Fire Department team will help with a FAST Tower clean-up day on March 26th, along with crews from Clive and Urbandale. The FAST Tower is an amazing training facility and these annual clean up days help ensure the tower is maintained properly.

ACCOMPLISHMENTS:

- Officers Norris and Bowers trained sixth graders in the area of the Code 411. During February 84 students graduated from the program. Code 411 covers a range of topics including Alcohol and Tobacco usage, prescription and illicit drug use, Internet security, Juvenile crimes, and Bullying and harassment. In addition to classroom discussion, specific curriculum, literature, and props are used to further explain these topics. At the completion of the program the students are broken up into groups and given a specific topic to cover from the Code 411 curriculum and complete a group project detailing what they have learned, and present their project at the graduation ceremony where they receive a certificate recognizing their participation and completion of the program.
- Officers Roetman and Bowers met with a group of Girl Scouts and taught eight scouts about internet and communication safety so they could earn their respective badges. Officers stressed to each that they are their biggest threats because they control what other people hear and see on the internet.
- During the month of February, police in-service training covered ILEECP courses such as; CPR, AED, Blood Borne Pathogens, Hazardous Communications and Mental Health. These are all mandatory subjects that are covered on an annual basis.
- Officer Norris attended an On-Target Solutions training pertaining to internal investigations.
- Officers gave specific attention to equipment violations to include defective mufflers and obstructed view during the month of February. Officers spent approximately 398 minutes on this goal and issued three citations nine warnings for these violations.
- Officers directed patrol toward drivers who should not be on the roadway to include; unlicensed or other than valid drivers. Officers spent 2,520 minutes on this goal and arrested 12 for having a Barred/Suspended license, issued, two citations for no driver's license, 4 citations for no insurance and one arrest.
- Officers focused efforts toward residential neighborhoods, as residents had recently experienced shootings and car burglaries. Officers spent at least 2,400 minutes patrolling residential areas looking for this type of activity. One suspicious person was contacted and was found to have a suspended driver's license.
- Officers increased time spent in schools walking the hallways interacting with children and teachers. Aside from public relations, this also helps officers in learning the schools layout in the event of an emergency. Officers spent 194 minutes inside the school building relationships with children and staff while continuing to learn the layout.



- Officer Roetman was tripped to a residence after the reporting party observed people climbing through a basement window. Once on scene, Officers Roetman and Norris noticed broken windows. Officers performed a protective sweep and found multiple people inside the residence and observed drug paraphernalia. Officers requested assistance from the investigation team as a search warrant was needed. A search warrant yielded many items to include drugs, paraphernalia and cash. Arrest warrants were then requested on charges including; possession with intent to distribute marijuana within 1000 feet of a school, fail to affix tax stamp, possession drug paraphernalia, and possession of unlawful possession prescription medication.
- Later in the same week as the incident above, Officers Roetman and Norris responded to the same residence after a suspect male arrived at the residence on a motorcycle, broke into the residence and fired rounds from a handgun inside of the residence. The male was found by DMPD soon after and was arrested by Officer Roetman. The investigative team came in to help with the scene forensics as well as the writing and executing of a search warrant at another address in Des Moines because of the first incident. Amongst the suspect's list of charges he was taken to jail on were Burglary 1st and Reckless Use of a Firearm.
- Officer Irlbeck stopped a vehicle after noticing multiple traffic violations to include improper use of lanes. Officer Irlbeck suspected the driver of alcohol impairment and was tested. The driver failed testing showing a blood alcohol content of .171. The driver was charged with OWI 1st and taken to Polk County Jail.
- Officers Irlbeck and Johnson responded to the area of 63rd and Hickman Road on report of a domestic disturbance. Dispatch pinged the phone and officers located a female coming out of the driver's seat of a car in the 7100 block of Hickman Road. The male and female were both intoxicated and had been arguing. Once officers learned no one had been assaulted the driver was given and failed sobriety tests. The driver was then cited for OWI 1st and released to her father.
- Investigators completed casework on two cases involving intimidation with a weapon in which multiple search warrants were executed on the suspect's belongings and social media information. Probable cause existed to file warrants for two counts of intimidation with dangerous, carrying weapons, and two counts of criminal mischief. The suspect in these incidents was transferred from Jasper County Jail to Polk County Jail on February 27th.
- Investigators completed casework regarding an incident involving an adult aged male possessing child pornography. Upon the issuance and execution of a search warrant probable cause existed to file arrest warrants for the individual.
- Detective Nissen, who also serves as a firearm instructor, in collaboration with Officer Palmer finalized administration, planning and coordination for the department's live-fire training exercise to be held in March.
- Captain Meyer and Detective Nissen completed recurrent training for CPR recertification and completed mental health training.

- The records department finalized workflow and setup to enable the efficient transferring of prosecutable information to the Polk County Attorney's office as a result of the city's recent internet upgrade.
- Detective Nissen authored a search warrant assisting the patrol division with a drug / narcotic search of a residence. Officer's seized multiple pieces of drug equipment, drugs and currency all suspected of criminal use.
- Captain Meyer and Detective Nissen were called out for a shooting at a residential home in the city. Investigators assisted with processing and documenting the scene, authoring and executing a search warrant at the suspect's residence. The suspect was located and arrested by patrol officers where he was booked into jail for an unrelated warrant, burglary 1st degree, intimidation with a dangerous weapon, felon in possession of a weapon, going armed with intent, and reckless use of a firearm.
- On February 9, 2020, Paramedic / Firefighter Gerrit Foreman, Part-Time Paramedic / Firefighter Jeremy Dietch and Part-Time Paramedic / Firefighter Bryan Koster responded to a commercial fire alarm at the apartments near 73rd and University. Upon arrival, the crew found smoke in the building and evacuated the structure. Additional crews from Clive, Urbandale and West Des Moines also responded. Following an investigation, crews found no fire and the smoke was isolated to one apartment. The incident was believed to have been caused by burnt food on the stove.
- On February 4, 2020, Paramedic / Firefighter Jared Dumermuth, EMT / Firefighter Brett Merseal, and Part-Time EMT / Firefighter Jessie Evans visited Immanuel Pathways to discuss fire safety with their clients. Our team conducted a similar visit last year and Immanuel Pathways has asked for this to become a regular event.
- EMS training for the month of February surrounded Health Insurance Portability and Accountability Act (HIPAA) and patient privacy. Chief McCluskey has been able to collaborate with DMAAC to have our EMS training hours awarded official continuing education hours for our members. These training opportunities will help ensure our members keep up to date with their certification hours.
- Members of the Des Moines Fire Department Hazardous Materials team instructed fire training for the month of February. DSM Fire gave our team updates on hazardous materials response and ensured we met our annual hazardous materials training requirements.
- On February 28, 2020, Paramedic / Firefighter Jared Dumermuth, EMT / Firefighter Brett Merseal, Officer Palmer and Officer Johnson joined forces with other area agencies at 73rd and Hickman for the annual Guns and Hoses Donut Drive. The donut drive raises money for Easter Seals Iowa and over \$4,000 was raised this year.
- Paramedic / Firefighter Gerrit Foreman presented training to the Windsor Heights Police Department on First Aid, CPR, Blood Borne Pathogens and Hazardous Materials during the month of February.

- On February 19, 2020, Part-Time Paramedic / Firefighter Jeremy Dietch, EMT / Firefighter Brett Merseal, and Part-Time Paramedic / Firefighter Tim Maher welcomed a group of Girl Scouts to the station for a tour. The crew showed the Girl Scouts our equipment and, of course, they were able to spend time with Ember.
- Paramedic / Firefighter Jared Dumermuth successfully completed his Driver/Operator training and testing during the month of February.
- Paramedic / Firefighter Jared Dumermuth continues to work to update and organize our rental inspection database. During February, 4 properties were identified as expired and notification was sent to the owners. Fourteen more letters were sent out with invoices for properties expiring in April, and three other properties expire this month. In addition, Jared has worked diligently to track down a couple of property owners who were avoiding contact in regards to their rental inspection certificates.
- Paramedic / Firefighter Jared Dumermuth, and EMT / Firefighter Brett Merseal responded to an accident on I-235 involving a vehicle, which ran off the road, through the median, over the ramp and all the way up the hill before crashing into a fence. The crew was on another call when this call came in and mutual aid was requested from West Des Moines. Our crews responded to the call after they cleared their original call for service.
- Part-Time Paramedic / Firefighter Jeremy Dietch, EMT / Firefighter Brian Jones, and POC EMT / Firefighter Fleming responded to a call of a possible stroke. The patient had called for EMS multiple times, but always refused transport. During the final call, the crew felt it was critical that she go to the hospital and they were able to work with her husband and Windsor Heights Police Officers on scene to convince her to go to the hospital and get the care she needed. The crew spent an hour on scene convincing the patient to go to the hospital, which shows our crews commitment to keeping our residents safe.
- On February 23, 2020, a fire could be seen from the back of the fire station. Upon further investigation, it was found to be an illegal burn in the back yard of a duplex. Paramedic / Firefighter Nekola, EMT / Firefighter Nick Evans, and POC EMT / Firefighter Fleming responded to the incident. Contact was made with the residents and they were advised it is illegal to burn within the city of Windsor Heights. They advised they recently moved in to the duplex and were unaware of the burn ban in the city. They extinguished the fire prior to the FD departing the scene.
- EMT / Firefighter Nick Evans and Part-Time EMT / Firefighter Jessie Evans attended the Iowa State Fire School in Ames during the month of February. Some of the classes attended were explosives and drug lab recognition, and how to read a building and smoke. Other classes attended included how to recognize emotional distress in first responders. With the recent recognition and increasing number of suicides in first responder's this proved to be a beneficial class. Other classes included Leadership and Succession for the Next Generation and finally, a class called, Mastering Fireground Command – Calm the Chaos! Aggressive Tactics. All these classes proved to be beneficial for the members that attended.
- During February, Part-Time EMT / Firefighter Dayton Harryman was awarded his Paramedic certification through the State of Iowa. Harryman is now working on his internal sign off process and he is doing well thus far. Congratulations, Dayton!

- Paramedic / Firefighter Nekola, Part-Time EMT / Firefighter Harryman, and POC EMT / Firefighter Eslick responded to a commercial fire alarm. When crews arrived, they found the alarm was the result of burnt popcorn. The alarm system was reset without incident.

Windsor Heights Public Safety
Statistical Comparison

	Jan 18	Jan 19	Jan 20	Feb 18	Feb 20	Feb 19	Mar 18	Mar 19	Apr 18	Apr 19	May 18	May 19	Jun 18	Jun 19	Jul 18	JUL 19	AUG 18	AUG 19	SEP 18	SEP 19	OCT 18	OCT 19	NOV 18	NOV 19	DEC 18	DEC 19	CY18	CY 19	Change CY18 to CY19
PATROL																													
Calls for Service	721	804	724	625	804	737	1156	719	961	836	879	1050	838	1051	897	994	905	964	834	908	774	835	693	807	703	10247	10248	0.01%	
Incidents	143	108	127	81	107	112	128	104	117	117	138	164	104	128	144	127	122	119	111	100	138	90	116	99	98	1384	1431	3.40%	
Arrests	55	47	30	43	48	67	46	69	57	62	59	65	52	58	46	60	50	50	40	64	42	47	44	54	569	686	20.56%		
Total Number of Charges	117	68	90	53	62	100	120	81	110	121	107	122	80	80	91	89	93	86	77	69	103	56	66	78	66	1052	1043	-0.86%	
OWI Arrests	5	10	3	3	4	2	1	4	5	4	3	4	3	4	4	10	3	6	1	7	2	11	5	8	39	73	87.18%		
Criminal Complaints Filed	68	59	42	49	58	64	50	47	58	71	76	59	56	63	67	51	43	46	56	76	35	56	30	44	639	685	7.20%		
Felony Charges Filed	3	2	3	5	2	6	0	6	4	4	2	6	3	7	1	7	4	2	3	12	2	3	1	1	28	61	117.86%		
Field Interviews	2	1	3	1	0	1	2	0	2	1	0	0	0	2	2	2	2	2	0	0	1	0	0	0	1	13	10	-23.08%	
Supplemental Reports	22	37	35	32	36	41	30	47	28	39	44	31	23	41	36	51	26	38	29	42	15	50	31	36	355	485	36.62%		
Accidents	18	25	11	27	18	19	16	20	16	23	25	22	20	23	25	18	22	20	20	21	20	26	23	26	234	270	15.38%		
Citations Issued	148	113	134	125	131	198	131	195	178	143	166	165	171	136	122	136	153	99	128	191	114	131	150	130	1726	1762	2.09%		
Written Warning Citations Issued	56	54	77	69	99	134	62	122	80	72	84	97	111	73	72	80	84	52	85	20	72	46	76	56	958	875	-8.66%		
INVESTIGATIONS																													
Cases Assigned by Month	8	3	4	5	4	2	4	6	12	5	8	4	2	5	4	5	4	5	8	6	14	2	3	10	3	63	69	9.52%	
Cases Open	35	6	2	37	3	34	3	30	5	33	6	36	5	31	2	27	5	27	5	12	8	9	10	17	5	328	63	-80.79%	
Cases Active by Month	2	1	1	5	1	2	1	4	3	3	6	3	0	3	1	4	2	4	4	1	8	1	2	5	0	37	29	-21.62%	
Cases Inactive	3	2	2	2	3	2	4	10	5	1	4	2	3	0	3	3	3	3	6	9	4	1	4	1	6	37	47	27.03%	
Cases Cleared by Arrest	7	0	2	0	4	1	0	0	4	1	0	0	0	3	0	3	0	3	2	0	2	0	3	2	2	20	17	-15.00%	
Cases Cleared Exceptional Clearance	0	1	1	0	1	0	1	1	0	0	0	0	0	0	1	0	3	0	0	2	1	0	0	2	1	5	9	80.00%	
Cases Unfounded	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	0	1	0	0	2	0	0	0	0	0	2	4	100.00%	
ATE Program																													
7100 University																													
Vehicle Count	293338	269690	155999	266744	251727	310188	293265	314431	311720	341593	321018	352699	282977	333059	197909	336568	208,498	341,614	174,861	323,385	213,449	301,476	187,419	306,763	228,798	3821858	2941331	-23.04%	
Citations Issued	749	581	56	506	417	739	635	941	622	983	667	1045	512	981	83	1057	103	501	83	994	106	759	82	791	65	10046	3956	-60.62%	
% of drivers Cited	0.26%	0.22%	0.04%	0.19%	0.17%	0.24%	0.22%	0.30%	0.20%	0.29%	0.21%	0.30%	0.18%	0.29%	0.04%	0.31%	0.05%	0.15%	0.05%	0.31%	0.05%	0.25%	0.04%	0.26%	0.03%	0.26%	0.13%		
6400 University																													
Vehicle Count	273621	297712	248215	270396	274741	340226	308512	326787	333029	365103	351163	356498	293475	363002	254920	360126	243,289	365,746	270,786	346,752	271,166	320,821	241,065	324,504	255,971	4013582	3395829	-15.39%	
Citations Issued	1811	1109	188	1618	994	1808	1509	1891	1570	1837	1487	1797	1000	2040	123	1731	140	649	145	1,572	138	1444	141	1134	184	19332	8540	-55.82%	
% of drivers Cited	0.66%	0.37%	0.08%	0.60%	0.36%	0.53%	0.49%	0.58%	0.47%	0.50%	0.42%	0.50%	0.34%	0.56%	0.05%	0.48%	0.06%	0.18%	0.05%	0.45%	0.05%	0.45%	0.06%	0.35%	0.07%	0.48%	0.25%		
FIRE DEPARTMENT STATISTICS																													
Total Calls for Service:	62	55	63	49	43	60	64	49	48	53	48	47	45	46	45	47	49	49	57	48	70	42	58	42	63	594	645	8.59%	
Unclassified Incidents	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100.00%	
Fire Incidents	2	0	2	4	1	3	2	5	5	2	5	1	0	2	0	1	2	3	1	3	3	2	5	0	2	28	26	-7.14%	
Rescue and EMS Incidents	41	41	35	29	33	43	44	33	28	39	28	28	33	34	33	21	24	32	32	35	43	32	35	28	35	395	409	3.54%	
Hazarous Conditions - No Fire	5	2	2	1	2	0	1	1	3	3	3	0	2	1	2	1	3	0	3	3	3	0	3	3	2	18	29	61.11%	
Service Calls	2	4	11	6	3	7	8	2	6	4	6	9	4	4	4	15	10	3	14	4	9	5	6	8	11	69	85	23.19%	
Good Intent Calls	8	5	6	5	3	5	3	7	2	1	2	5	3	2	3	5	6	5	4	1	6	3	6	1	6	48	49	2.08%	
False Alarm / False Call Incidents	4	3	7	4	1	1	6	1	3	4	3	4	3	2	3	4	3	6	2	2	6	0	3	2	7	34	43	26.47%	
911 Citizen Complaints	0	0	0	0	0	0	0	0	1	0	1	0	0	1	0	0	1	0	1	0	0	0	0	0	0	0	1	4	300.00%
Rental Inspections	17	19	48	13	14	4	11	17	8	10	8	14	5	28	5	14	2	6	2	5	14	5	4	7	16	6	105	135	28.57%
Commercial Inspections	12	1	1	6	1	13	6	13	0	10	15	2	0	3	0	4	0	0	0	0	0	0	0	0	0	0	39	46	17.95%
Commercial Re-Inspections	6	0	1	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	-100.00%
PrePlans Completed	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	-100.00%

Public Works Staff Report for 16 March 2020 Council Meeting

Report covers 2/13/2020 – 3/11/2020

- We have completed some goal setting sessions with the Public Works Staff. Goals for the 2020 construction season are as follows:
 - Equipment Operators / Laborers:
 1. Street Patches – order to be determined in the next two weeks based on ease of project, existing conditions, and cost
 - Marilyn
 - 73rd St
 - 67th St S. of University Ave
 - 65th St S. of University Ave
 - 64th St S. of University Ave
 - 78th St near Marilyn
 - 64th and Sunset
 - 64th and Lincoln
 2. Curb Work – put together a list and rank them
 3. Sewer Inspections / Vacuum Intakes
 4. Root cut problem lines
 5. Paint lines and crosswalks on 73rd, 70th, and near schools
 6. Trim Street trees
 7. Park safety replacements
 8. Sign Work
 9. Straighten posts and signs
 10. Replace faded signs
 11. Unranked list of work to be accomplished as time and conditions allow:
 - Complete storm intake demarcation
 - Paint Diesel tank and miscellaneous equipment at the park and in the playground
 - Install new wood chips in the dog park
 - Put more sand on the ball field
 - Remove the fruit trees in the park
 - Clean and lube all heavy equipment
 - Communications / Recreation Coordinator:
 1. Create a monthly social media post schedule
 2. Create video content
 - Road projects

- Pedestrian trail safety
 - Nights in the Heights
 - Movies in the Park
 - Meet the new City Admin
 - Seasonal Snow reminders
3. Community Center Showings
 - Create a digital tour of the facility that is viewable on the website
 - Designate certain days and times for showings
 4. Newsletter article scheduling – continue the content creation and great newsletter
 5. Review all pages of the City website. Sit down with department heads and go through every page and link on their department’s website to make sure everything is accurate
 6. CivicRec - Digitize the community center workflow.
- The sanitary sewer utility is completely mapped out and digitized now. We are about 90% done with field verification of storm infrastructure at this point. When this is done, we will begin work on mapping city owned or managed utilities in the ROW such as traffic assets, fiber optic, conduit, electric, and irrigation. We are doing most of the field work for this project in house so it is taking a while to complete. When it is finished, we will have a legitimate GIS that we can use to track maintenance and issues on assets. We will be able to solicit bids for underground utility location services through private parties when the mapping is all completed.
 - The Equipment operators are looking into affordable options for sewer cameras to hopefully save us some money on televising services as we move forward with sewer operations. A traditional televising truck and rig costs well over \$100K. We are exploring a few options, the best of which so far seems to be a GoPro camera that we can retrofit onto equipment already in our inventory. This would be a two thousand dollar investment, but the quality is significantly lower.
 - We currently have 651.87 tons of salt in the Grimes storage facility and somewhere around 200 tons of salt in the shed near the shop. We started the season with 866.64 tons of salt in Grimes and 600 tons at the shop. We have used approximately 600 tons of salt so far this season. I am roughly \$3,500 over budget so far on repairs for snow equipment. This equipment is aging and will need to be cycled out of our inventory in the next couple years as a part of the ERP.
 - I have one of the equipment operators gathering information on what seasonal public works employees are paid in other Des Moines area municipalities. We are currently offering \$11 / hour. A preliminary review of nearby cities indicates that we are well below the competitive

wage for this position. I need to fill both of the seasonal positions to accomplish our goals this summer. We may need to increase the pay to attract some applicants.

- Responses for the park plan RFP are due back on Friday, March 13th at noon. I do not know what the project will cost for sure, but my best guess is somewhere between ten and twenty thousand dollars. It is my intent to bring this consulting contract to the council for consideration at the April 6th Council Meeting if the prices are absorbable in this year's operating budget. If it is more expensive than anticipated, I will apply for a Wellmark grant to help pay for the planning.
- We did a SQR giveaway on our Facebook profile at the beginning of March as a way to increase the visibility of the BMP reimbursement program. This was incredibly well received and reached hundreds of people. We will be creating social media and newsletter content of the actual project as it is completed.
- We have been assisting the Metro Waste Authority with their cardboard pickup at the recycling container in the park. They've had some issues with their truck so they have to load and unload all of the cardboard by hand. We will be installing concrete pads for the dumpster(s) this summer to make the area look a little nicer.
- Craig has done a great job cleaning and organizing the shop this winter. We have gotten rid of several dumpsters worth of junk and sold a few things on GovDeals. All walking lanes are now free of obstructions and trip hazards, all equipment and tools have a 'home', and we are making better use of shop space by cycling seasonal equipment – storing snowblowers on pallets in the summer and lawnmowers on shelves in the winter. We'd prefer to not have to add on the shop if we can avoid it – getting rid of junk and making the best use of our space helps us do that.
- We have figured out a quarter mile walking loop through the park for people that would like to track how far they've walked. Whitney made a nice map showing the loop and included it in the March newsletter. We have printed out a copy of the map and put it in the bulletin board in the park.
- I've met with two contractors about the repair on the south side of the Public Safety parking lot. I am still waiting on one of them to submit a quote for the work. I'll send this to Chief after we get both bids back. Work could be completed before the end of April, weather dependent.

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