



**AGENDA**  
**REGULAR MEETING OF THE**  
**WINDSOR HEIGHTS CITY COUNCIL**  
**Monday, April 20, 2020 - 6:00 PM**

**Via Zoom due to the COVID-19 Pandemic. Please call in 10 minutes before the meeting. Zoom Meeting Information: Phone Number: 1-313-626-6799. Meeting ID: 934-2668-2473. Password: 063721. Instructions: 1. Call the phone number listed above. 2. Enter the Meeting ID and Password when prompted. 3. You will now be in the meeting. Residents will be muted during the meeting. During the public forum, residents will be unmuted and they will be asked if they would like to comment. After the public forum, residents will be muted again. Council members and staff will be unmuted the whole time. For more information on how to use Zoom, please visit <https://support.zoom.us/hc/en-us>.**

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

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approval of the Agenda**
3. **Public Hearing:**
  - A. 2020 PCC Patching Project Public Hearing
  - B. Consideration of Resolution No. 2020-62 - A Resolution Awarding 2020 PCC Patching Project to Hawkeye Paving Corp., Bettendorf, IA for the Base Bid plus Alternate A in the Amount of \$464,210.00
  - C. Consideration of Resolution No. 2020-63 - A Resolution Approving Construction Administration and Inspection Services for the 2020 PCC Patching Project to BMI not to Exceed \$26,529
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.
  - A. David Swartz - July 4th Fireworks

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

5. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
  - A. Approve Minutes of the Regular Council Meeting on April 6, 2020
  - B. Approve Payment of Claims
  - C. Approve March 2020 Financial Reports
  - D. Approve Resolution No. 2020-64 - A Resolution Extending Closure of the CEC Due to COVID-19
  - E. Approve Resolution No. 2020-65 - A Resolution Approving a Master Shared Use Agreement between the City of Windsor Heights and the Iowa Communications Network (ICN)
6. **Old Business**
  - A. Consideration of the Second Reading of Ordinance No. 20-02 - An Ordinance Amending the Code of Ordinances Relating to Nuisance Abatement Charges
  - B. Consideration of Waiving the Third and Final Reading of Ordinance No. 20-02 and Move to Adopt
7. **New Business:**
  - A. Consideration of Resolution No. 2020-66 - A Resolution Authorizing and Approving a Certain Loan Agreement, Providing for the Issuance of \$8,150,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2020A and Providing for the Levy of Taxes to Pay the Same
  - B. Consideration of Resolution No. 2020-67 - A Resolution Authorizing and Approving a Certain Loan Agreement, Providing for the Issuance of \$7,500,000 General Obligation Urban Renewal Bonds, Series 2020B and Providing for the Levy of Taxes to Pay the Same
  - C. Consideration of Resolution No. 2020-65 - A Resolution Approving the Plans and Specifications for the 2020 North Walnut Creek Streambank Stabilization Project and Authorize the Publication of Bids
  - D. Discussion about the Citywide Garage Sale and Clean Up Events
  - E. Discussion on Construction Projects and Funding Sources
  - F. Discuss the Status of Filling the City Administrator Position
8. **Reports:**
  - A. Mayor and Council Reports and Committee Updates
  - B. Public Safety Report
  - C. Public Works Report
  - D. Communications/Recreation Coordinator Report

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

9. **Adjourn** Adjourn to Monday, May 4, 2020 for a Regular Council Meeting Via Zoom.

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**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL  
FROM: Travis Cooke, City Clerk  
SUBJECT: 2020 PCC Patching Project Public Hearing

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

None



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM: Dalton Jacobus

SUBJECT: Consideration of Resolution No. 2020-62 - A Resolution Awarding 2020 PCC Patching Project to Hawkeye Paving Corp., Bettendorf, IA for the Base Bid plus Alternate A in the Amount of \$464,210.00

**GENERAL INFORMATION**

There were two bids received for the 2020 PCC Patching project. Hawkeye Paving Corp, LLC was the low bid by approximately \$30,000.

The design for this project was approved by Resolution No 2020-14 at the February 4<sup>th</sup> Council meeting.

There are three locations covered in this project:

1. Southbound 73<sup>rd</sup> Street near the entrance to the YMCA.
2. All of the approaches to the 73<sup>rd</sup> Street bridge over Walnut Creek.
3. 70<sup>th</sup> Street between Hickman and Wilshire Blvd.

The anticipated cost of the project at that time was \$502,595. The cost for inspection and construction administration services for the 2020 PCC Patching project will be \$26,529. This leaves roughly \$13,000 available for additional work. The contractor is agreeable to honoring their unit prices from their bid for additional work as long as we can minimize mobilization and traffic control costs.

Staff is working with the contractor and engineer to identify locations of additional PCC Patching to be included in this project. The addition of this work would require a change order, which would be brought to the Council for approval.

**SUMMARY**

Staff recommends approval of the bids and award of the contract to Hawkeye Paving, LLC.

**ATTACHMENTS**

1. Resolution No. 2020-62 Resolution Awarding 2020 PCC Patching Project
2. 113231 Letter of Recommendation
3. PCC Patching Plans

**RESOLUTION NO. 2020-62**

**A RESOLUTION AWARDED CONTRACT AWARDED 2020 PCC PATCHING PROJECT TO HAWKEYE PAVING CORP., BETTENDORF, IA FOR THE BASE BID PLUS ALTERNATE A IN THE AMOUNT OF \$464,210**

**WHEREAS**, pursuant to notice duly published in the manner and form as required by law, bids and proposals were received by the City Clerk and reported to this Council for the Project (the "Project"); and

**WHEREAS**, all of the said bids and proposals have been carefully considered by the City Engineer in the attached Recommendation of Award, and it is necessary and advisable that provision be made for the award of the contract for the Project; and

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

1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

Hawkeye Paving Corp., Bettendorf, IA	\$464,210.00
--------------------------------------	--------------

2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and actual final quantities, the said contract to be subject to the terms of the aforementioned resolution, the plans and specifications and the terms of the bidder's written proposal.

3. The Mayor and City Clerk are hereby authorized and directed to enter into a written contract with said contractor for the Project, but only after the contractor submits the required insurance certificates which are required by the contract documents. No additional City Council action shall be required to approve the executed contract.

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

Passed and approved this 20<sup>th</sup> day of April, 2020.

---

Dave Burgess, Mayor

Attest:

---

Travis Cooke, City Clerk



**BOLTON  
& MENK**

Real People. Real Solutions.

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

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

April 9, 2020

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

RE: 2020 PCC Patching  
Recommendation of Award  
Project No.: A13.113231

Dear Mr. Cooke:

At 10:00 Am on April 9<sup>th</sup>, 2020 bids were received for the PCC Patching project. The Engineer's Estimate for the Base Bid plus Alternate A of the project was \$565,770. Two bids were received, all bidders were responsive, and bids for base bid are summarized as follows:

Bidder	City	Base Bid Plus	Bid Alternate A
Hawkeye Paving Corp.	Bettendorf	\$369,790.00	\$94,420.00
Iowa Civil Contracting, Inc	Victor	\$403,731.50	\$90,490.00

The bid received from Hawkeye Paving Corp. was 17.95% below the engineers estimate for the project, and was determined to be the lowest responsive, responsible bidder. Bolton & Menk, Inc. has reviewed the bid documents submitted and checked references on this bidder, and was satisfied with responses given.

Therefore, Bolton & Menk, Inc. recommends award of the 2020 PCC Patching project to Hawkeye Paving Corp., for the Base Bid plus Alternate A amount of \$464,210.00 (Four Hundred Sixty-Four Thousand Two Hundred Ten Dollars).

The bid tabulation is attached for your use.

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 w/attachment

H:\WINDSORH\_CI\_IA\A13113231\2020 Projects\2020 PCC Patching\6\_Plans-Specs\B\_Bid Tabulation\113231 Letter of Recommendation.doc

**TABULATION OF BIDS**

2020 PCC PATCHING PROJECT  
 WINDSOR HEIGHTS  
 BMI PROJECT NO. A13.113231



Real People. Real Solutions.

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

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

April 9th, 2020 @ 10:00 AM

Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Hawkeye Paving Corp. Bettendorf		Iowa Civil Contracting, Inc Victor	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MANHOLE ADJUSTMENT, MINOR	EA	1	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00
2	CONCRETE MEDIAN, 6" PCC	SY	90	\$65.00	\$5,850.00	\$90.00	\$8,100.00	\$124.00	\$11,160.00
3	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00
4	SIDEWALK, PCC, 4"	SY	30	\$60.00	\$1,800.00	\$125.00	\$3,750.00	\$75.00	\$2,250.00
5	FULL DEPTH PATCHES, 10" PCC	SY	920	\$200.00	\$184,000.00	\$112.00	\$103,040.00	\$115.00	\$105,800.00
6	PAVEMENT REMOVAL	SY	580	\$20.00	\$11,600.00	\$20.00	\$11,600.00	\$26.75	\$15,515.00
7	TRAFFIC DETECTION LOOPS	EA	4	\$1,000.00	\$4,000.00	\$1,250.00	\$5,000.00	\$2,000.00	\$8,000.00
8	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6	\$500.00	\$3,000.00	\$200.00	\$1,200.00	\$440.00	\$2,640.00
9	PAINTED SYMBOLS AND LEGENDS	EA	3	\$600.00	\$1,800.00	\$100.00	\$300.00	\$137.50	\$412.50
10	TEMPORARY TRAFFIC CONTROL	LS	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$11,600.00	\$11,600.00
11	MOBILIZATION	LS	1	\$24,000.00	\$24,000.00	\$42,000.00	\$42,000.00	\$25,000.00	\$25,000.00
12	PAVING NOTCH REPLACEMENT	LF	80	\$260.00	\$20,800.00	\$250.00	\$20,000.00	\$300.00	\$24,000.00
13	CONCRETE BARRIER, TAPERED END, BA-108	EA	4	\$3,500.00	\$14,000.00	\$4,000.00	\$16,000.00	\$8,000.00	\$32,000.00
14	CONCRETE REPAIR	SF	20	\$250.00	\$5,000.00	\$140.00	\$2,800.00	\$171.00	\$3,420.00
15	BRIDGE APPROACH PAVEMENT, BR-202	SY	580	\$220.00	\$127,600.00	\$225.00	\$130,500.00	\$262.30	\$152,134.00
16	STRUCTURAL CONC (BRIDGE)	CY	4	\$580.00	\$2,320.00	\$4,000.00	\$16,000.00	\$1,200.00	\$4,800.00
	<b>TOTAL BASE BID</b>				<b>\$415,270.00</b>		<b>\$369,790.00</b>		<b>\$403,731.50</b>
	<b>ALTERNATE A</b>								
A1	FULL DEPTH PATCHES, 10" PCC	SY	730	\$200.00	\$146,000.00	\$114.00	\$83,220.00	\$115.00	\$83,950.00
A2	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6	\$500.00	\$3,000.00	\$200.00	\$1,200.00	\$440.00	\$2,640.00
A3	TEMPORARY TRAFFIC CONTROL	LS	1	\$1,500.00	\$1,500.00	10000	\$10,000.00	3900	\$3,900.00
	<b>ALTERNATE A BID PRICE</b>				<b>\$150,500.00</b>		<b>\$94,420.00</b>		<b>\$90,490.00</b>
	<b>TOTAL BASE BID PLUS ALTERNATE BID PRICE</b>				<b>\$565,770.00</b>		<b>\$464,210.00</b>		<b>\$494,221.50</b>

9-Apr-20

     Denotes math error on proposal

H:\WINDSORH\_CI\_IA\A13113231\2020 Projects\2020 PCC Patching\6\_Plans-Specs\B\_Bid Tabulation\113231 2020 PCC Patching Bid Tab.xlsx\Sheet1

# CITY OF WINDSOR HEIGHTS, IOWA

## CONSTRUCTION PLANS FOR

# 2020 PCC PATCHING PROJECT

WINDSOR HEIGHTS, IA

MARCH 2020

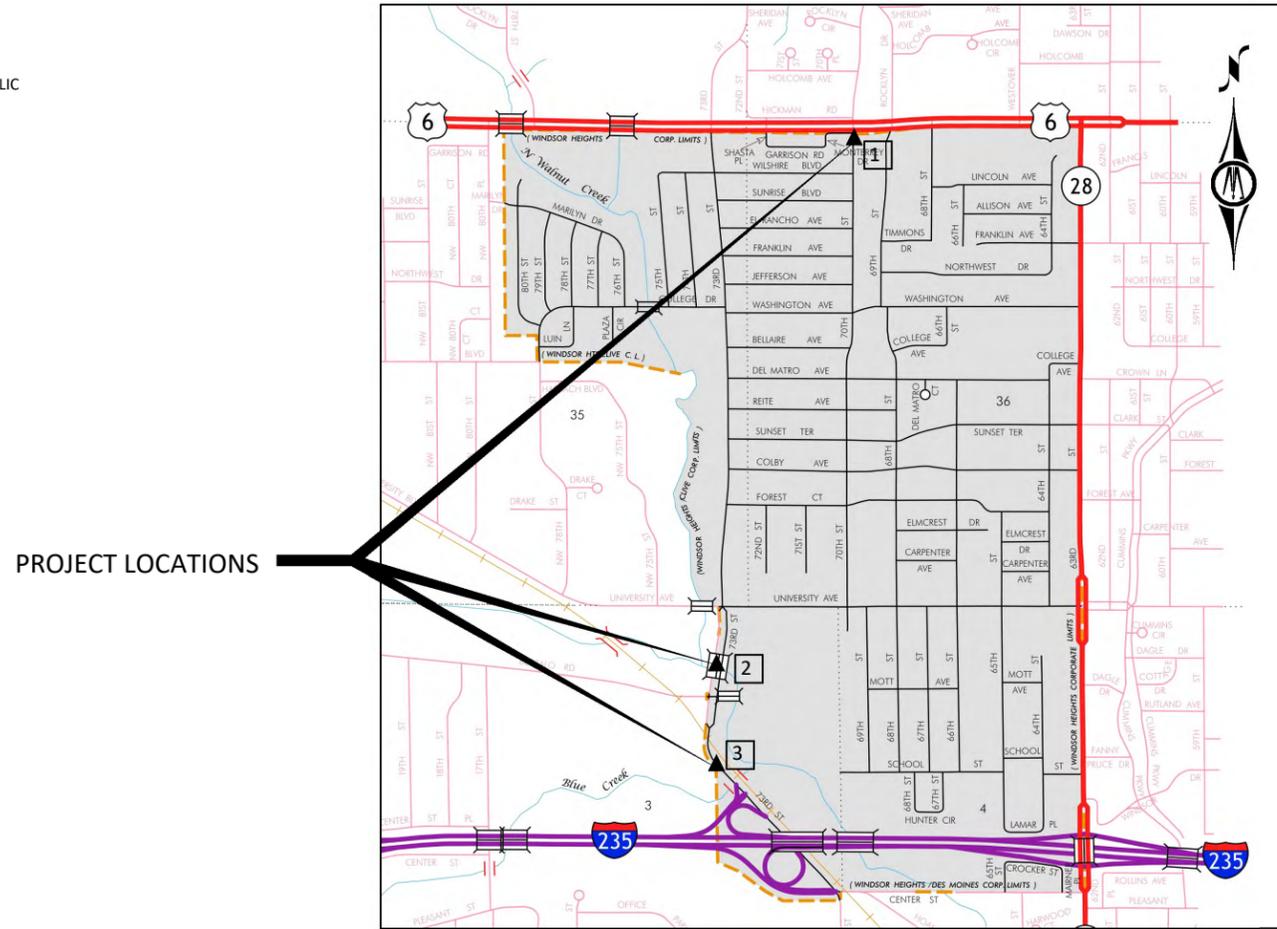
### GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS".

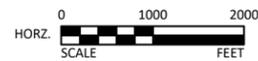
IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", VERSION OCTOBER 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

MUTCD 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 FIELD VERIFY EXACT LOCATION PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW, NOTIFY IOWA ONE CALL 1-800-292-8989



PROJECT LOCATIONS



MAP OF THE CITY OF WINDSOR HEIGHTS, IOWA  
POLK COUNTY, IA

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

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.

*Justin L. Ernst*

JUSTIN L. ERNST, P.E.

REG. NO. 23753      DATE: 3-13-2020

MY LICENSE RENEWAL DATE IS Dec. 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEET

REV	ISSUED FOR	DATE
0	ISSUED FOR CONSTRUCTION	2-27-2020



309 E 5TH STREET, SUITE 202  
DES MOINES, IOWA 50309  
Phone: (515) 259-9190  
Email: DesMoines@bolton-menk.com  
www.bolton-menk.com



DESIGNED	JLE
SEALED	JLE
CHECKED	XXX
CLIENT PROJ. NO.	

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

SHEET  
A.1

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**EXISTING TOPOGRAPHIC SYMBOLS**

	ACCESS GRATE		SIGN TRAFFIC
	AIR CONDITION UNIT		SIGNAL CONTROL CABINET
	ANTENNA		SOIL BORING
	AUTO SPRINKLER CONNECTION		SIREN
	BARRICADE PERMANENT		TELEPHONE BOOTH
	BASKETBALL POST		TILE INLET
	BENCH		TILE OUTLET
	BIRD FEEDER		TILE RISER
	BUSH-DECIDUOUS		TRANSFORMER-ELECTRIC
	CATCH BASIN RECTANGULAR CASTING		TREE-CONIFEROUS
	CATCH BASIN CIRCULAR CASTING		TREE-DEAD
	CURB STOP		TREE-DECIDUOUS
	CLEAN OUT		TREE STUMP
	CULVERT END		TRAFFIC ARM BARRIER
	DRINKING FOUNTAIN		TRAFFIC SIGNAL
	DOWN SPOUT		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VENT PIPE
	GRILL		WATER SPIGOT
	GUY WIRE ANCHOR		WELL
	HANDHOLE		WETLAND DELINEATED MARKER
	HANDICAP SPACE		WETLAND
	IRRIGATION SPRINKLER HEAD		YARD LIGHT
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-LIGHT		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		
	REGULATION STATION GAS		
	SATELLITE DISH		

**PROPOSED TOPOGRAPHIC SYMBOLS**

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW

**SURVEY SYMBOLS**

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

**EXISTING TOPOGRAPHIC LINES**

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE GUARD RAIL
	TREE LINE
	BUSH LINE

**SURVEY LINES**

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE

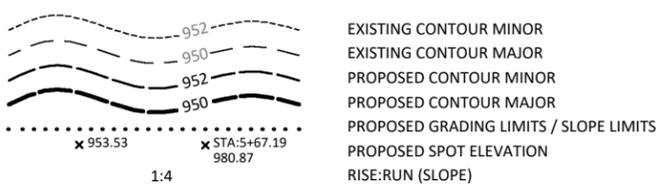
**EXISTING UTILITY LINES**

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

**PROPOSED UTILITY LINES**

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

**GRADING INFORMATION**



**HATCH PATTERNS**

	ASPHALT		GRAVEL
	CONCRETE		

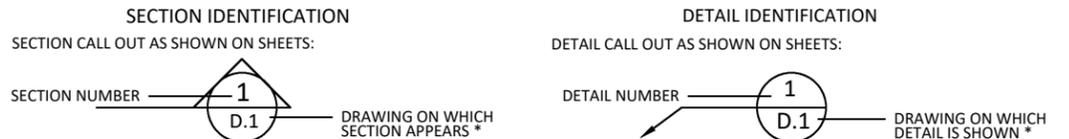
**EXISTING PRIVATE UTILITY LINES**

NOTE:  
 EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY **IOWA ONE CALL**, 1-800-292-8989.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

**SECTION AND DETAIL IDENTIFICATION**



\* NOTE:  
 IF PLAN AND SECTION (OR DETAIL CALL-OUT AND DETAIL) ARE SHOWN ON THE SAME DRAWING, DRAWING NUMBER IS REPLACED BY A LINE.

**ABBREVIATIONS**

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	SCH	SCHEDULE
ADJ	ADJUST	GU	GUTTER	SERV	SERVICE
ALT	ALTERNATE	GV	GATE VALVE	SHLD	SHOULDER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	STA	STATION
BLDG	BUILDING	HH	HANDHOLE	STD	STANDARD
BMP	BEST MANAGEMENT PRACTICE	HP	HIGH POINT	STM	STORM SEWER
BR	BEGIN RADIUS	HWL	HIGH WATER LEVEL	TC	TOP OF CURB
BV	BUTTERFLY VALVE	HYD	HYDRANT	TEMP	TEMPORARY
CB	CATCH BASIN	I	INVERT	TNH	TOP NUT HYDRANT
C&G	CURB AND GUTTER	K	CURVE COEFFICIENT	TYP	TYPICAL
CIP	CAST IRON PIPE	L	LENGTH	VCP	VITRIFIED CLAY PIPE
CIPP	CURED-IN-PLACE PIPE	LO	LOWEST OPENING	VERT	VERTICAL
CL	CENTER LINE	LP	LOW POINT	VPC	VERTICAL POINT OF CURVE
CL	CLASS	LT	LEFT	VPI	VERTICAL POINT OF INTERSECTION
CMP	CORRUGATED METAL PIPE	MH	MANHOLE	VPT	VERTICAL POINT OF TANGENT
CO	CLEAN OUT	MIN	MINIMUM	WM	WATERMAIN
C.O.	CHANGE ORDER	MR	MID RADIUS		
COMM	COMMUNICATION	NMC	NON-METALLIC CONDUIT		
CON	CONCRETE	NTS	NOT TO SCALE	AC	ACRES
CSP	CORRUGATED STEEL PIPE	NWL	NORMAL WATER LEVEL	CF	CUBIC FEET
CLVT	CULVERT	OHW	ORDINARY HIGH WATER LEVEL	CV	COMPACTED VOLUME
DIA	DIAMETER	PC	POINT OF CURVE	CY	CUBIC YARD
DIP	DUCTILE IRON PIPE	PCC	PORTLAND CEMENT CONCRETE	EA	EACH
DWY	DRIVEWAY	PED	PEDESTRIAN, PEDESTAL	EV	EXCAVATED VOLUME
E	EXTERNAL CURVE DISTANCE	PERF	PERFORATED PIPE	LB	POUND
EASE	EASEMENT	PERM	PERMANENT	LF	LINEAR FEET
ELEC	ELECTRIC	PI	POINT OF INTERSECTION	LS	LUMP SUM
ELEV	ELEVATION	PL	PROPERTY LINE	LV	LOOSE VOLUME
EOF	EMERGENCY OVERFLOW	PRC	POINT OF REVERSE CURVE	SF	SQUARE FEET
ER	END RADIUS	PT	POINT OF TANGENT	SV	STOCKPILE VOLUME
EX	EXISTING	PVC	POLYVINYL CHLORIDE PIPE	SY	SQUARE YARD
FES	FLARED END SECTION	PVMT	PAVEMENT		
F-F	FACE TO FACE	R	RADIUS		
FF	FINISHED FLOOR	RCP	REINFORCED CONCRETE PIPE		
F&I	FURNISH AND INSTALL	RET	RETAINING		
FM	FORCEMAIN	ROW	RIGHT-OF-WAY		
FO	FIBER OPTIC	RSC	RIGID STEEL CONDUIT		
F.O.	FIELD ORDER	RT	RIGHT		
GRAN	GRANULAR	SAN	SANITARY SEWER		

REV	ISSUED FOR	DATE
0	ISSUED FOR CONSTRUCTION	2-27-2020

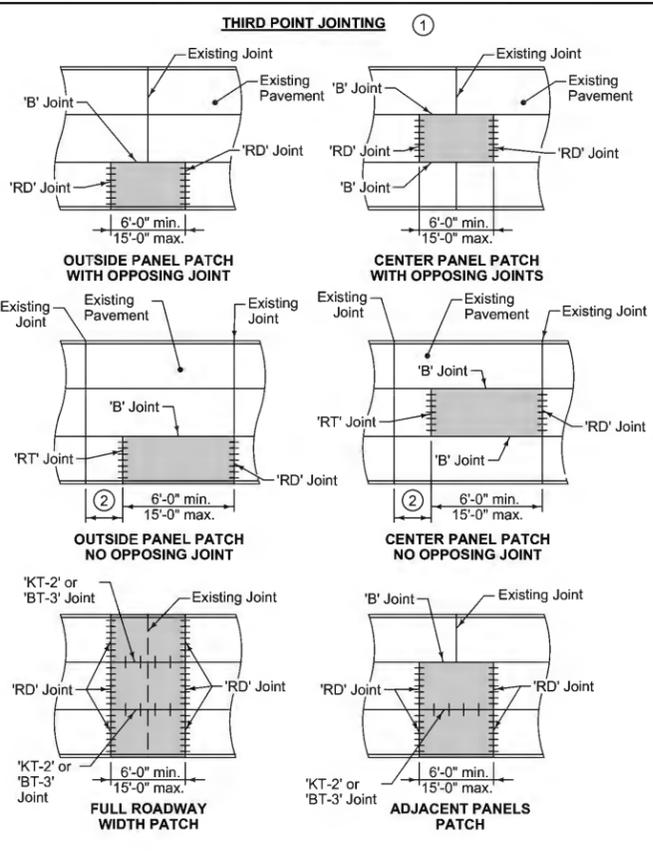
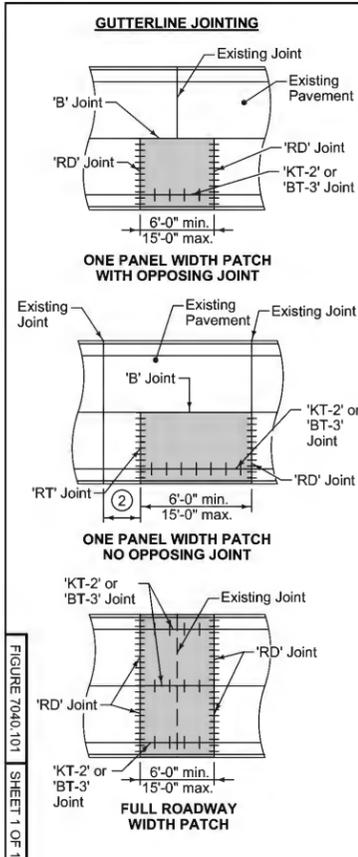


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<b>CITY OF WINDSOR HEIGHTS, IOWA</b>	
2020 PCC PATCHING PROJECT	
LEGEND	



① Patches on roadways with quarter point jointing will be similar to third point jointing details.

② Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.

③ If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.

**LONGITUDINAL SECTION THRU PCC PATCH**

Existing Curb  
Dowel or Tie Bars  
T/2  
Existing Pavement  
T+2" (typ.)

FIGURE 7040.101  
SHEET 1 OF 1

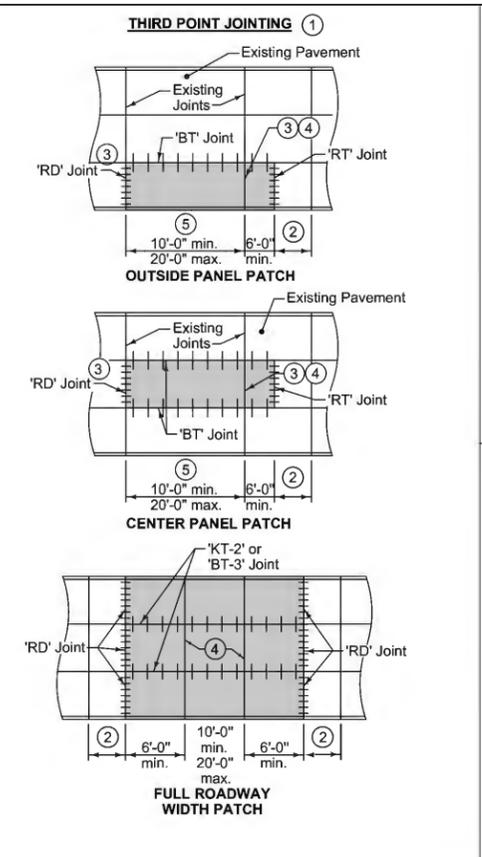
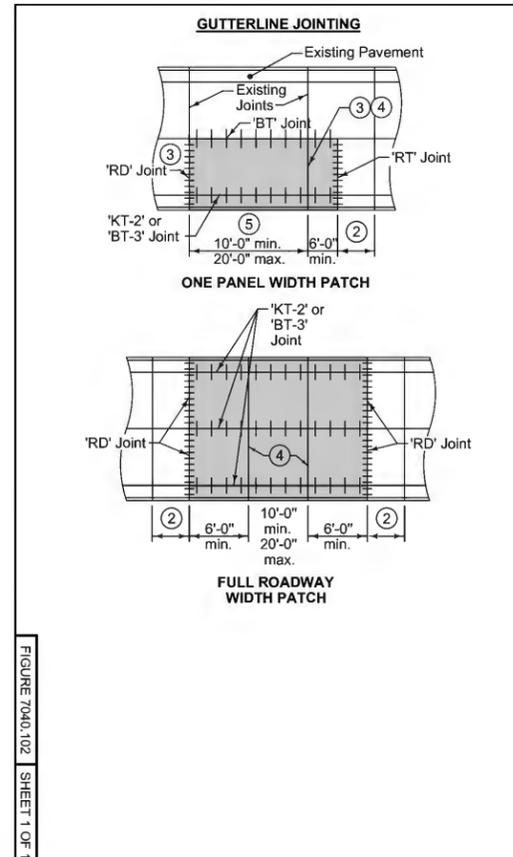
REVISION	
2	10-17-17

**SUDAS 7040.101**

SHEET 1 OF 1

SUDAS Standard Specifications

FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG



① Patches on roadways with quarter point jointing will be similar to third point jointing details.

② Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.

③ Match existing joint type and locations.

④ 'C' joint unless 'CD' joint is specified.

⑤ If existing joint spacing is greater than 20 feet, add a 'CT' joint at mid-panel.

⑥ If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.

**LONGITUDINAL SECTION THRU PCC PATCH**

Existing Curb  
Dowel or Tie Bars  
T/2  
Existing Pavement  
T+2" (typ.)

FIGURE 7040.102  
SHEET 1 OF 1

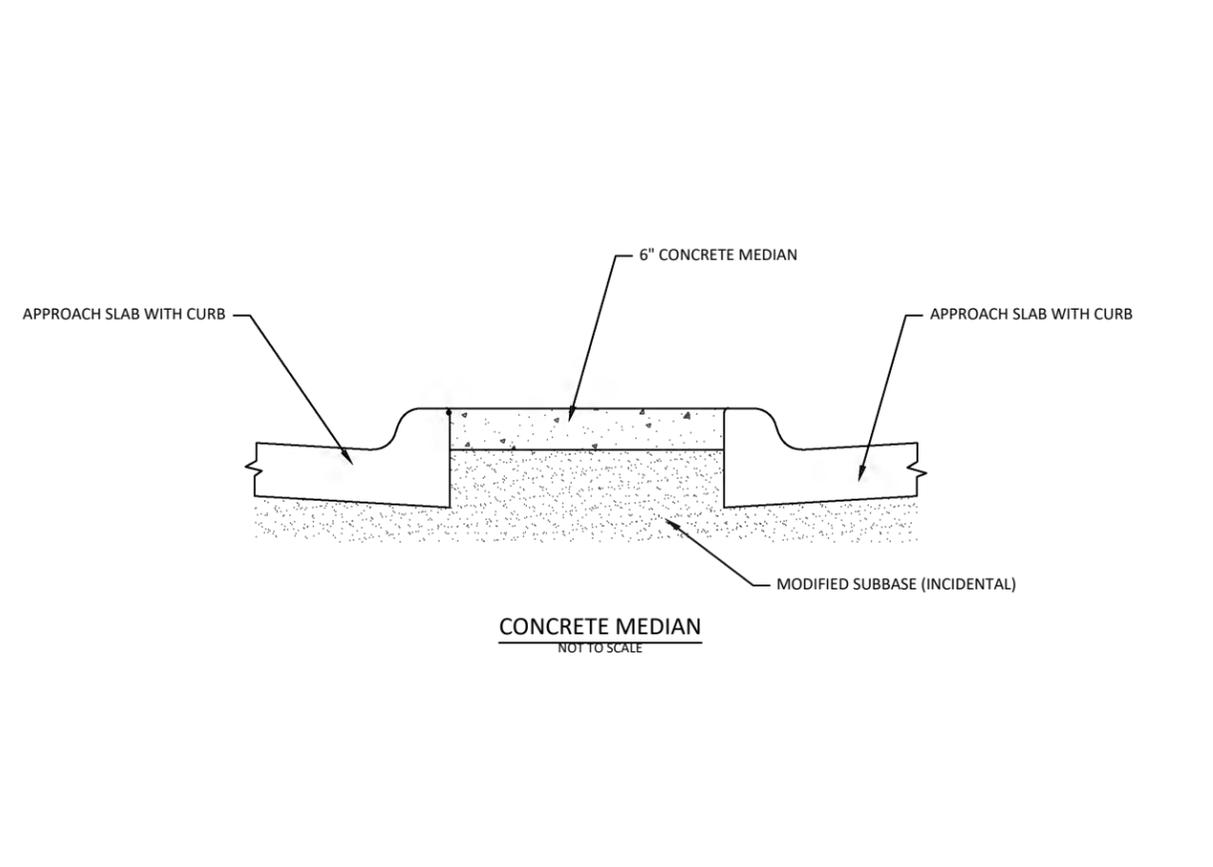
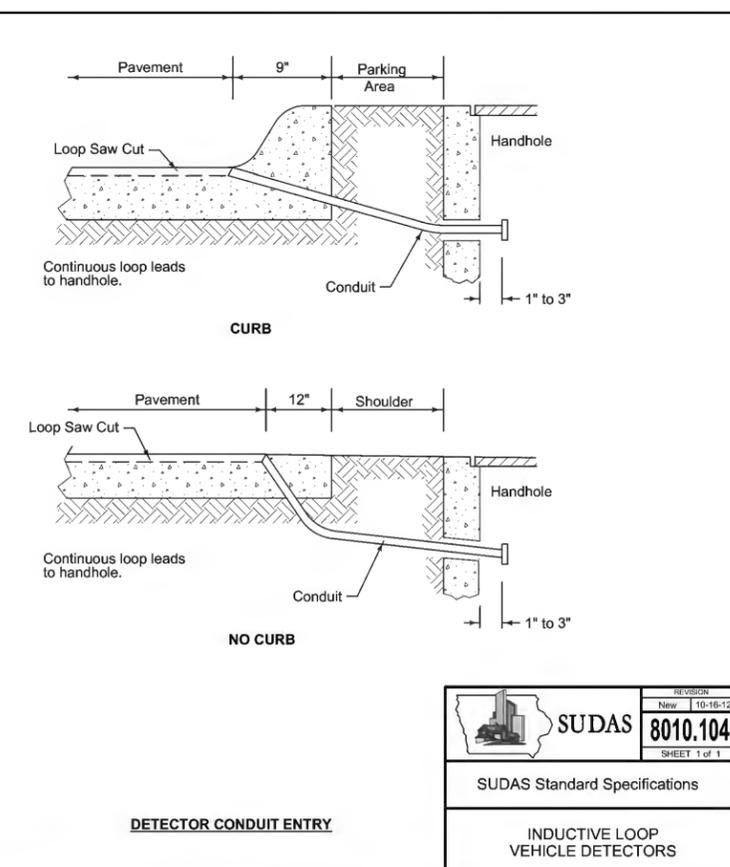
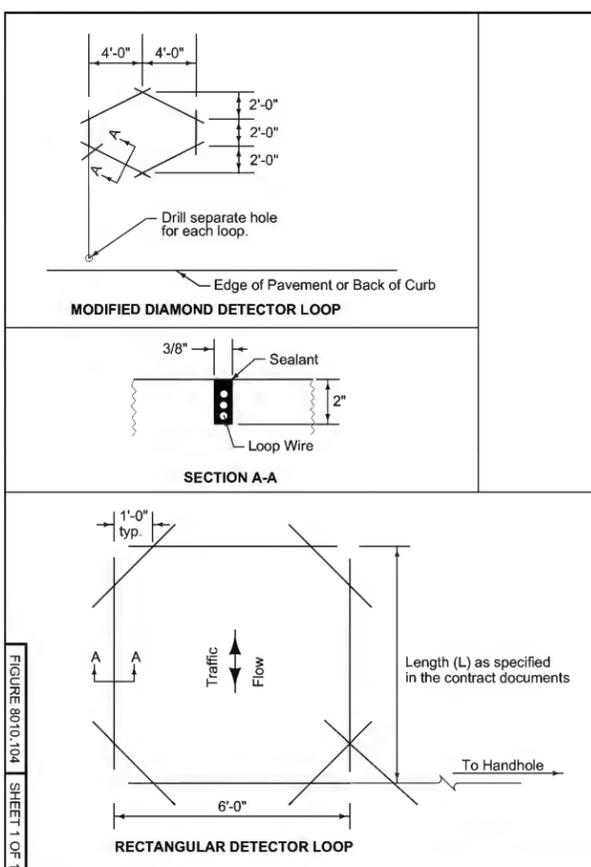
REVISION	
3	10-17-17

**SUDAS 7040.102**

SHEET 1 OF 1

SUDAS Standard Specifications

FULL DEPTH PCC PATCHES GREATER THAN 15' LONG



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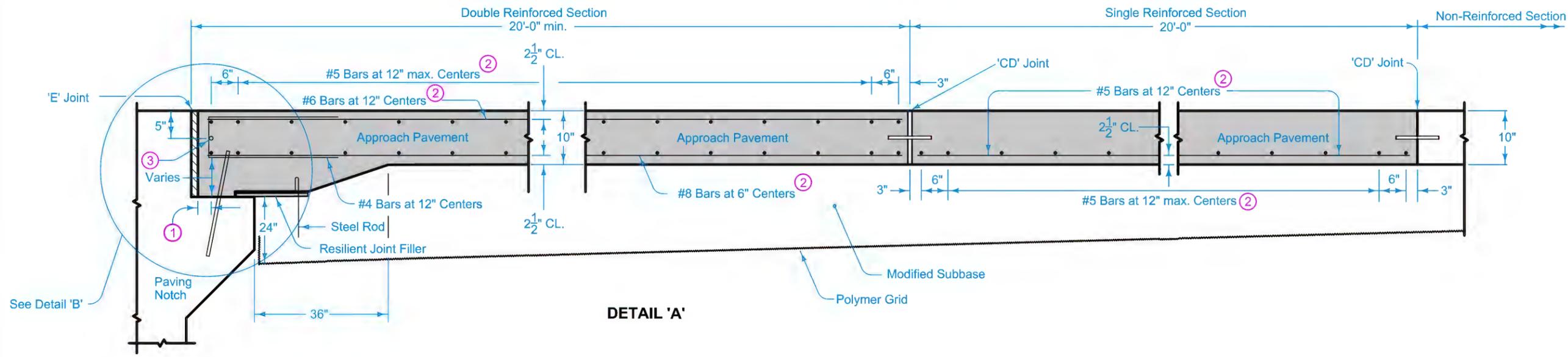
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CITY OF WINDSOR HEIGHTS, IOWA  
2020 PCC PATCHING PROJECT

DETAILS

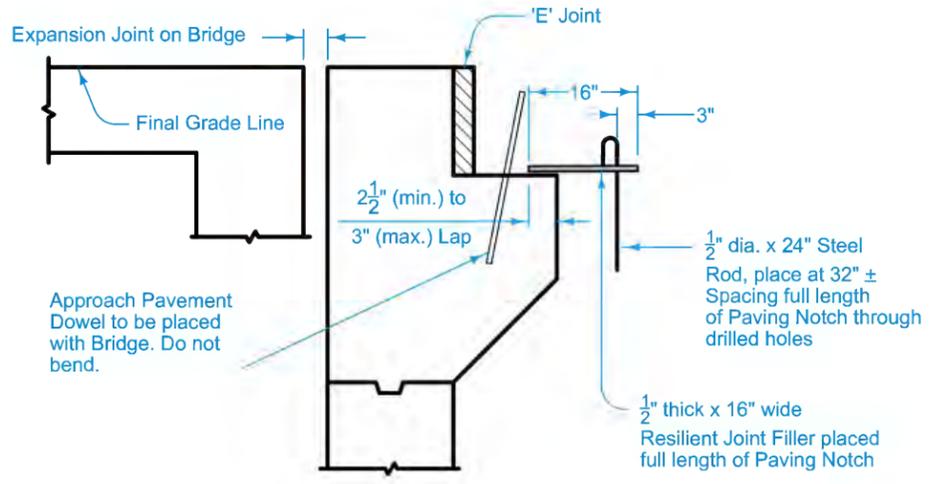
SHEET  
B.1





DETAIL 'A'

- ① 2" to 2½" 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 'B'

**FIXED ABUTMENT**

	REVISION
	1   10-17-17
<b>STANDARD ROAD PLAN</b>	<b>BR-202</b>
SHEET 2 of 4	
REVISIONS: Changed dimension from 4" to 5" and added 4" dimension to U shaped Bent Bar Shapes on Page 4.	
 APPROVED BY DESIGN METHODS ENGINEER	
<b>DOUBLE REINFORCED 10" APPROACH WITH VARIABLE DEPTH PAVING NOTCH</b>	

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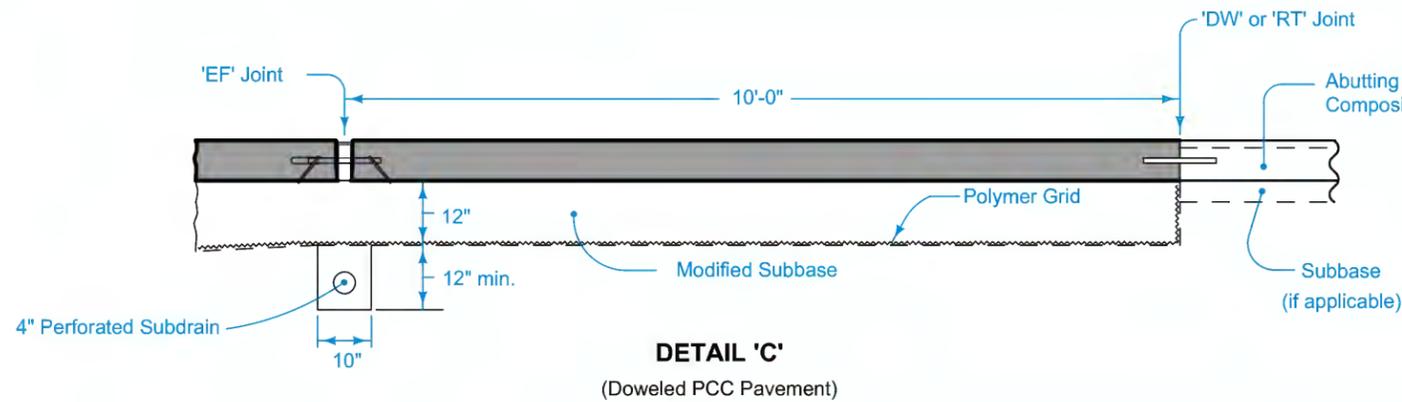
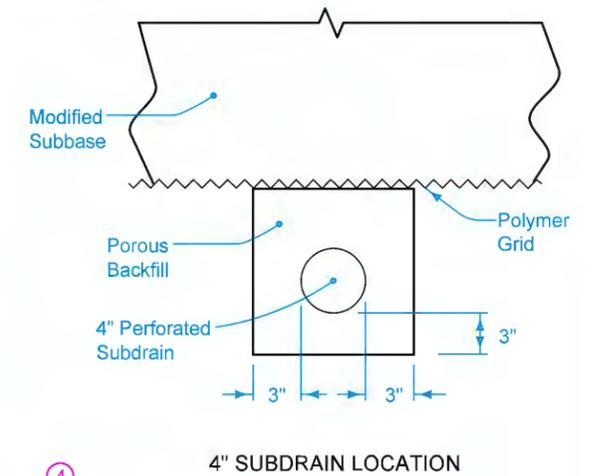
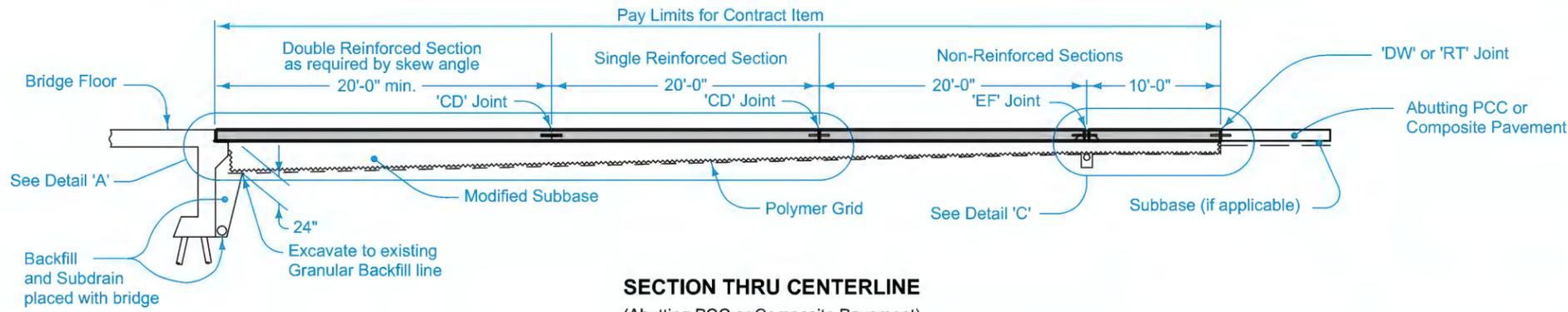
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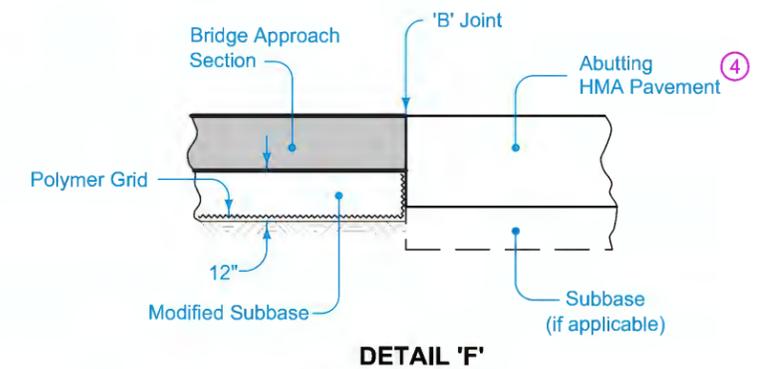
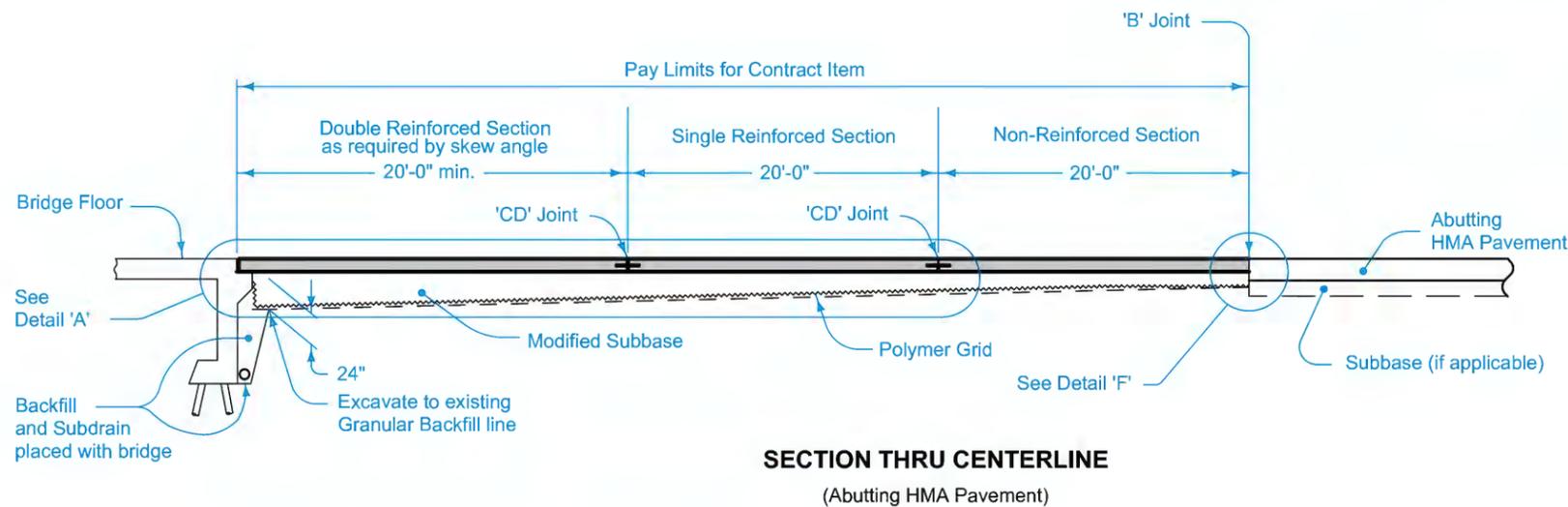
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SEALED	JLE
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CITY OF WINDSOR HEIGHTS, IOWA  
 2020 PCC PATCHING PROJECT  
 DETAILS

SHEET  
**B.3**



④ If abutting pavement (PCC or HMA) is not in place, refer to BR-213.



	REVISION
	1   10-17-17
STANDARD ROAD PLAN	BR-202
	SHEET 3 of 4
REVISIONS: Changed dimension from 4" to 5" and added 4" dimension to U shaped Bent Bar Shapes on Page 4.	
 APPROVED BY DESIGN METHODS ENGINEER	
<b>DOUBLE REINFORCED 10" APPROACH WITH VARIABLE DEPTH PAVING NOTCH</b>	

REV	ISSUED FOR	DATE
0	ISSUED FOR CONSTRUCTION	2-27-2020



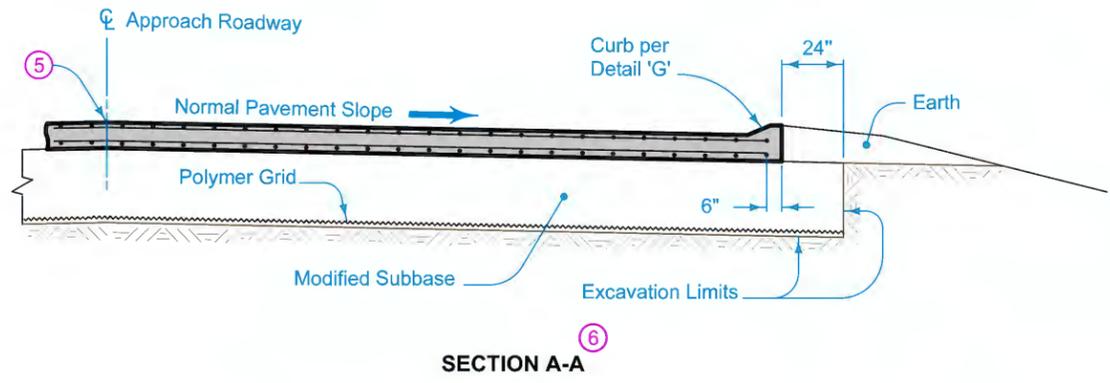
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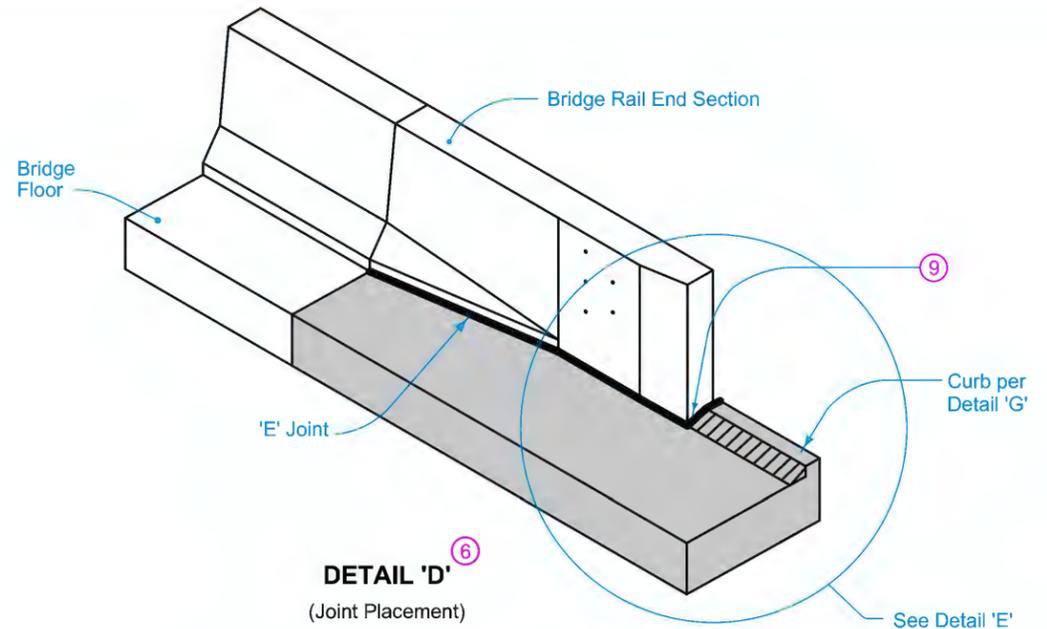
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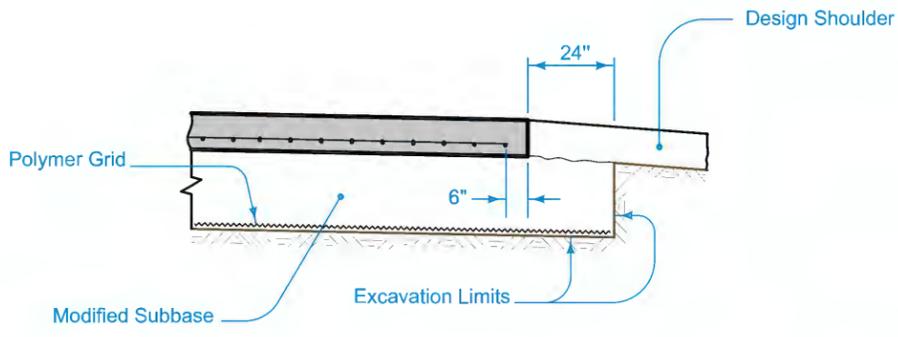
SHEET  
B.4



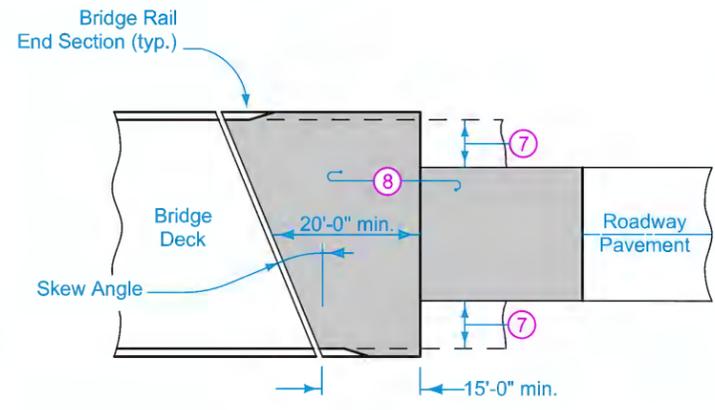
SECTION A-A



DETAIL 'D'  
(Joint Placement)

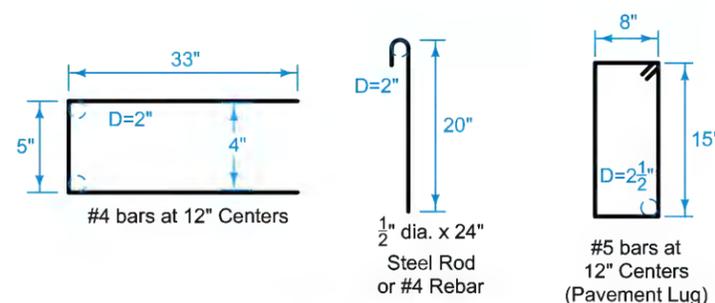


SECTION B-B

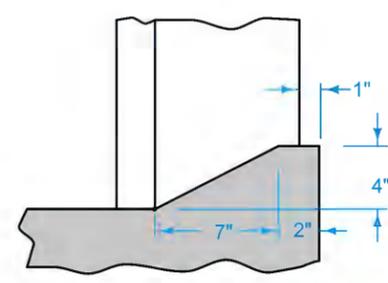


APPROACH PAVEMENT  
LAYOUT AT A SKEW

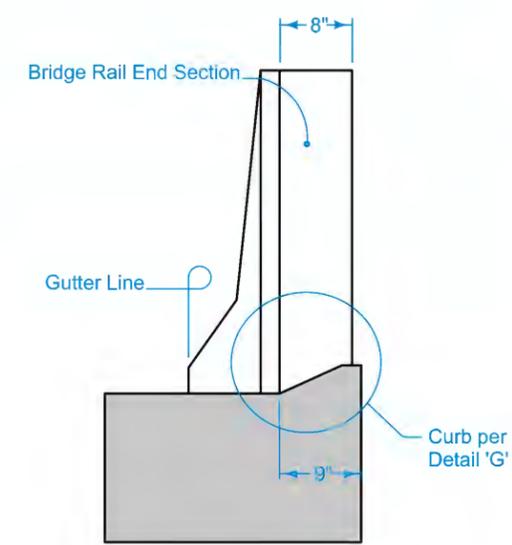
- (5) Longitudinal Joint (PV-101):  
Single pour - Saw cut joint per Detail B.  
Two pours - Use 'KS-2' Joint.
- (6) Refer to BR-211, BR-212, or BR-231.
- (7) Design shoulder width.
- (8) Reinforced bridge approach section.
- (9) Expansion joint at end of Bridge Rail End Section: Place joint filler the full depth of the bridge approach pavement. In areas with curb, place full depth of pavement plus curb 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.
  - Moveable 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.



BENT BAR SHAPES



DETAIL 'G'



DETAIL 'E'  
(Back of Curb Placement)

	REVISION	
	1	10-17-17
<b>STANDARD ROAD PLAN</b>		<b>BR-202</b>
		SHEET 4 of 4

REVISIONS: Changed dimension from 4" to 5" and added 4" dimension to U shaped Bent Bar Shapes on Page 4.

*Brian Smith*  
APPROVED BY DESIGN METHODS ENGINEER

**DOUBLE REINFORCED 10" APPROACH  
WITH VARIABLE DEPTH PAVING NOTCH**

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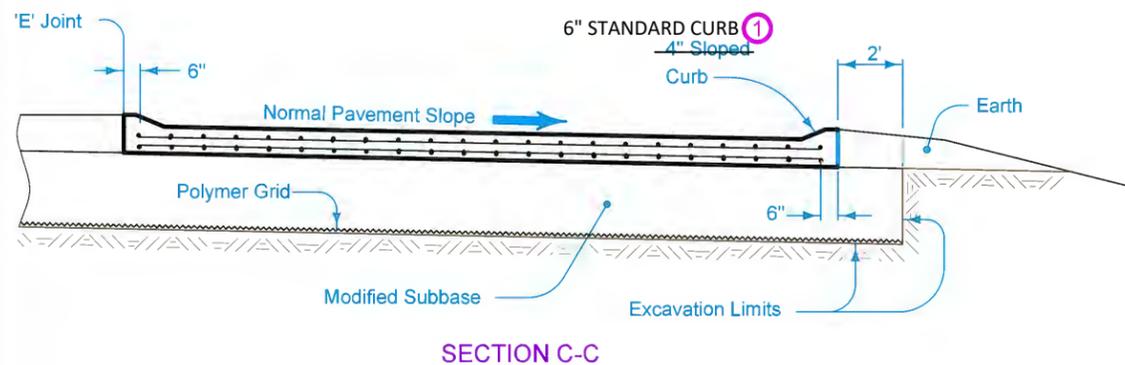
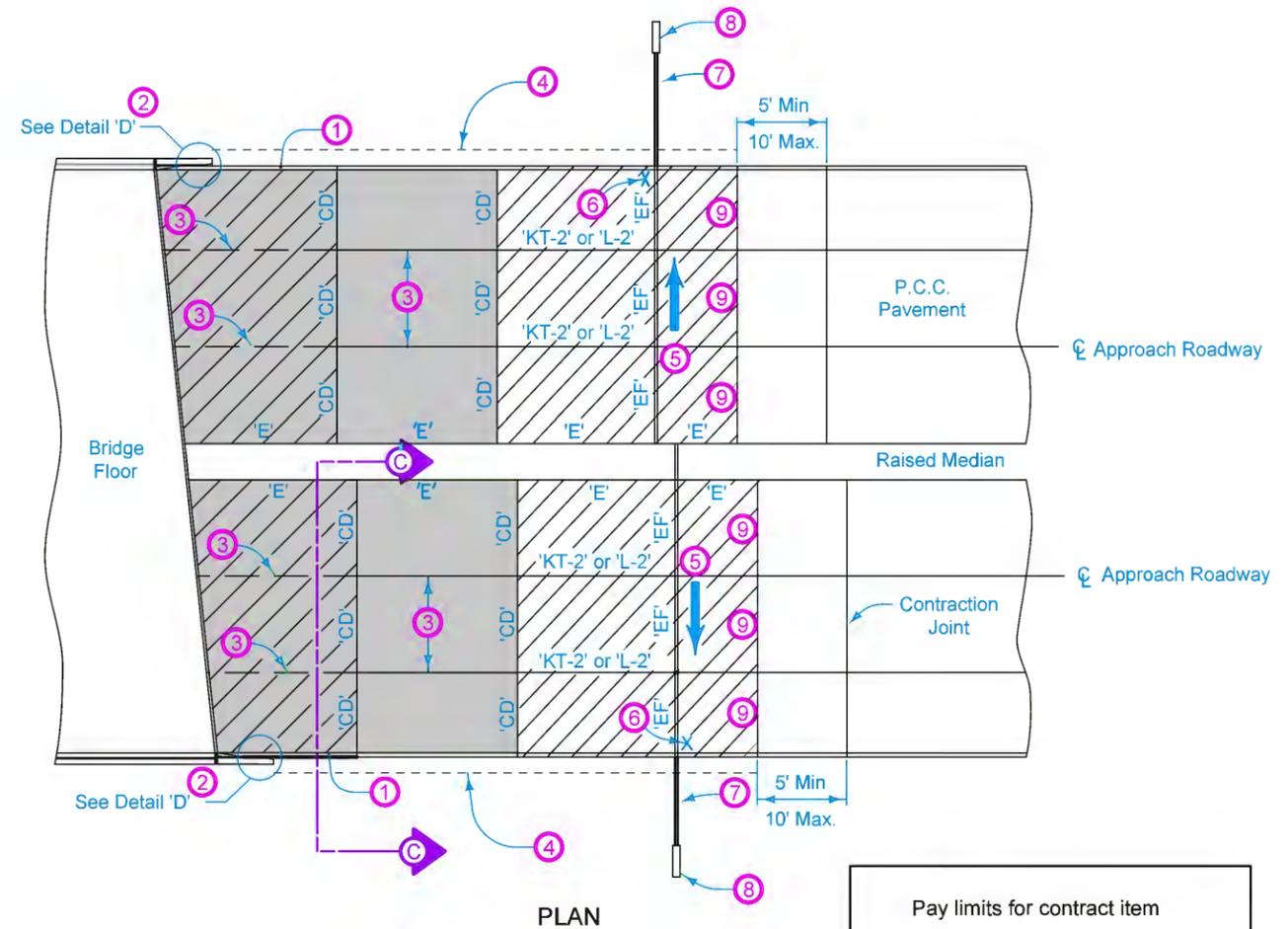
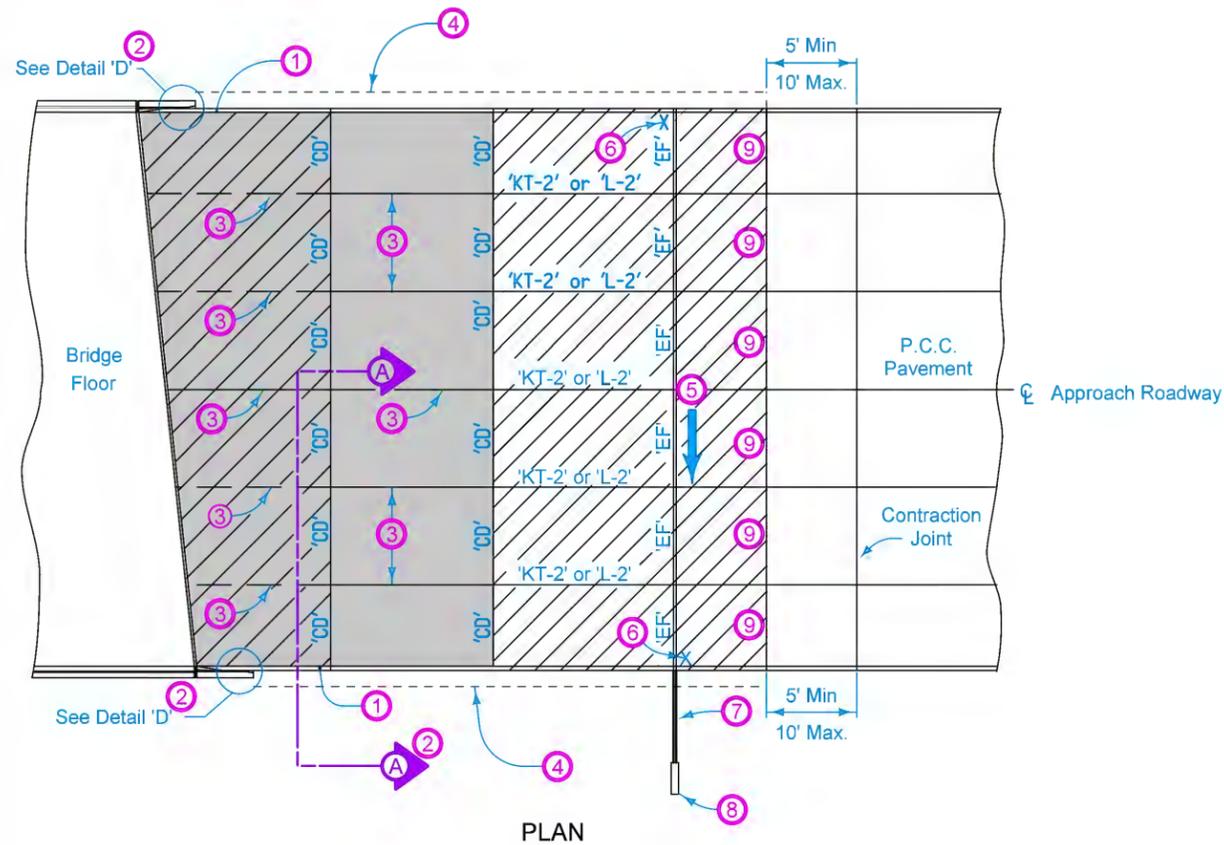
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CITY OF WINDSOR HEIGHTS, IOWA	SHEET
2020 PCC PATCHING PROJECT	B.5
DETAILS	

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- ① 6" STANDARD CURB  
Build 4-inch Sloped Curb, unless noted otherwise in the plans.
- ② 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 'EF' 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 'RT' joint.

Pay limits for contract item include the following areas:

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

	REVISION
	1 10-17-17
STANDARD ROAD PLAN	BR-231
	SHEET 1 of 1
REVISIONS: Changed DR-304 to DR-306.	
 APPROVED BY DESIGN METHODS ENGINEER	
<b>BRIDGE APPROACH</b> <b>(MULTI-LANE, CURBED ROADWAY)</b>	

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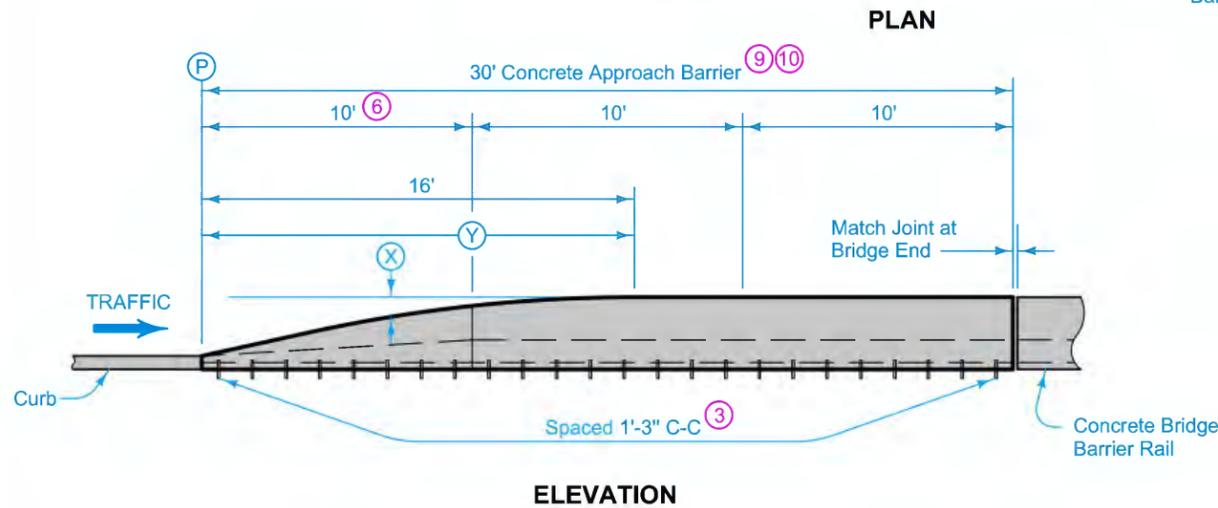
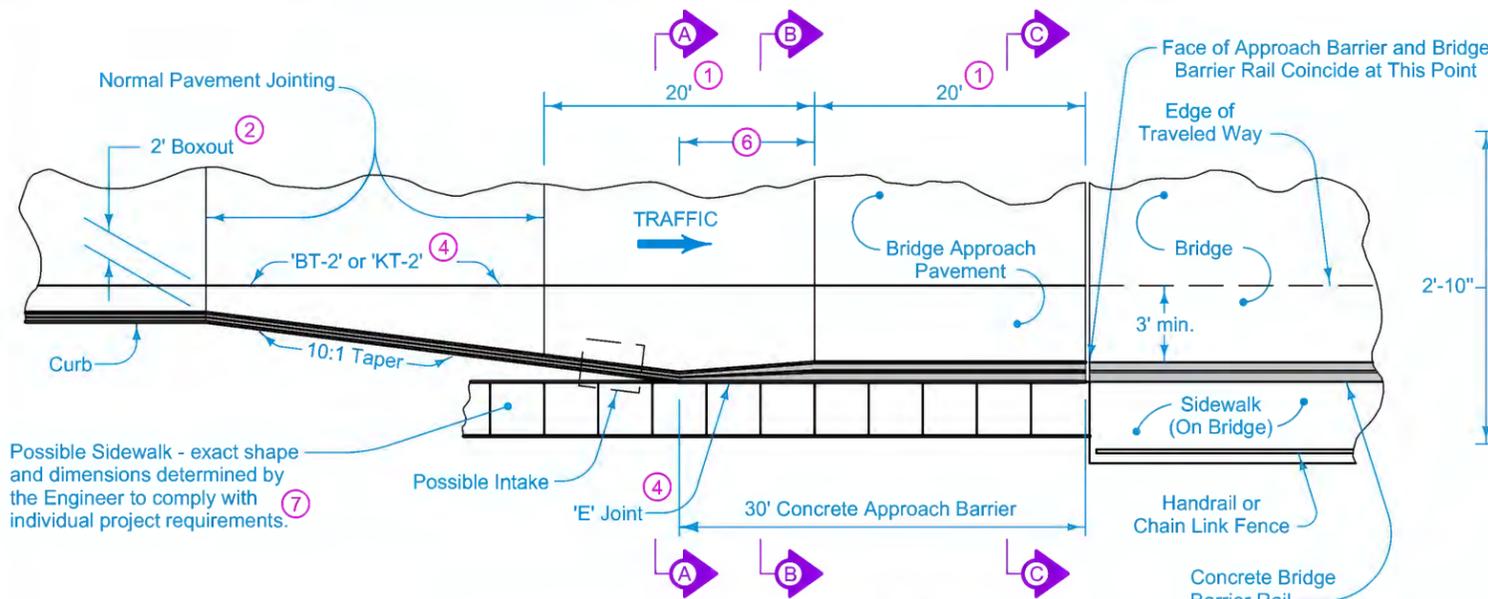


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CLIENT PROJ. NO.	

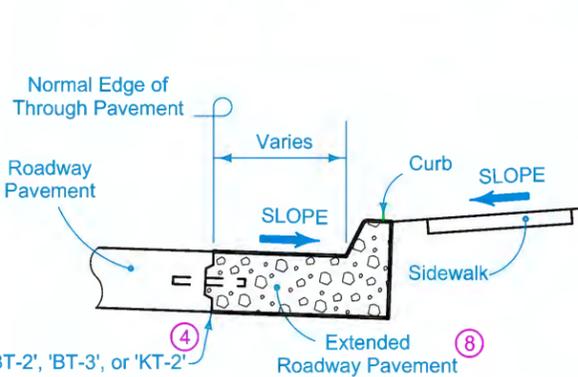
CITY OF WINDSOR HEIGHTS, IOWA  
2020 PCC PATCHING PROJECT

DETAILS

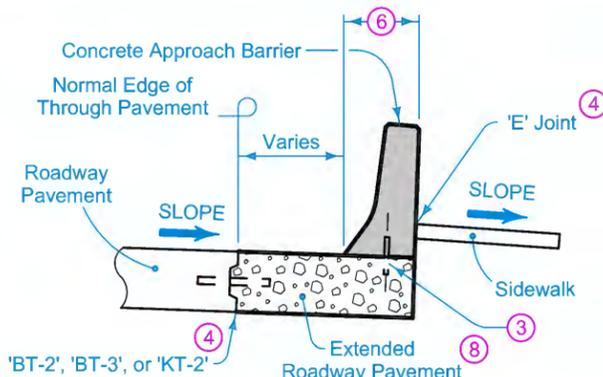
SHEET  
B.6



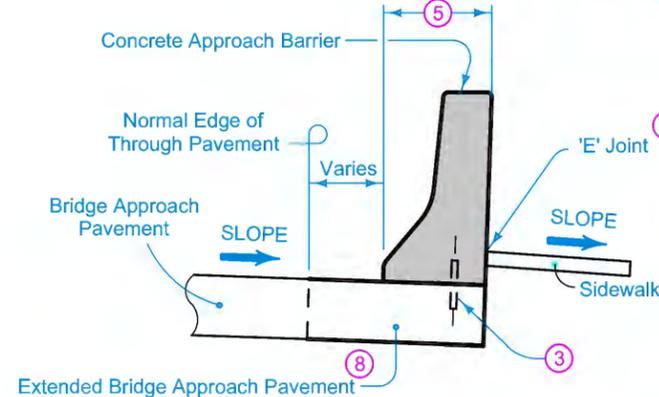
OFFSETS FOR ROUNDED BARRIER TOP																	
Y = Distance from (P)	ft.	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0
X = Offset to Rounded Top	ft.	2.13	1.91	1.70	1.48	1.26	1.06	0.87	0.70	0.54	0.42	0.30	0.20	0.12	0.06	0.02	0.00



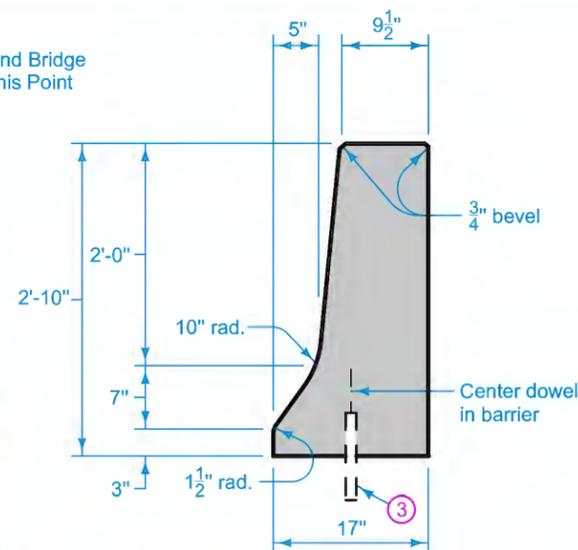
SECTION A-A



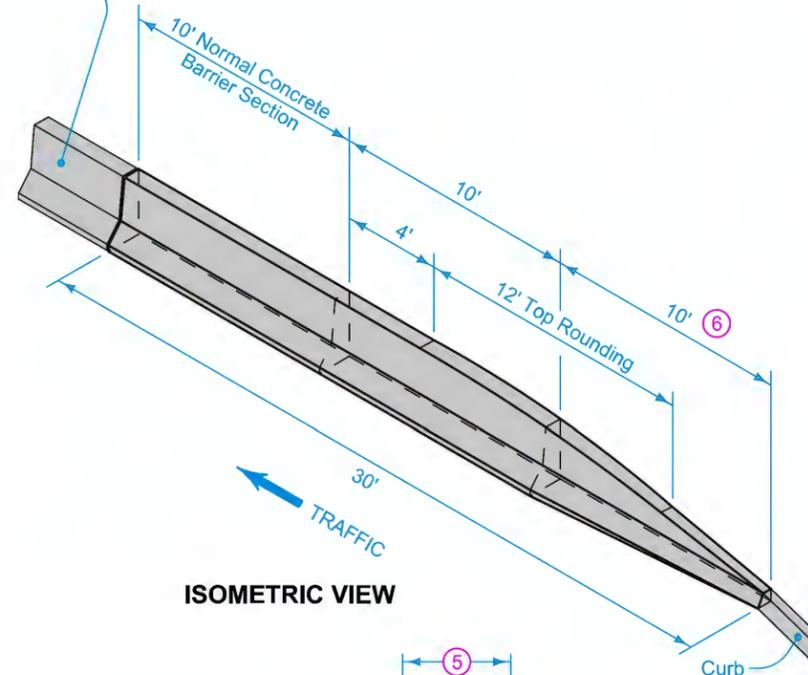
SECTION B-B



SECTION C-C



FULL BARRIER RAIL SECTION



ISOMETRIC VIEW

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.
- ⑦ Required sidewalk will be measured and paid for separately.
- ⑧ Additional concrete quantity required for extended roadway pavement will be included in roadway paving quantity.
- ⑨ Place no delineator or object marker in front of, or on, the barrier.
- ⑩ 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

	REVISION
	2   10-17-17
STANDARD ROAD PLAN	BA-108
SHEET 1 of 1	
REVISIONS: Added Designer Info button. Modified PLAN view to move 'BT-2' or 'KT-2' joint on Bridge Approach Pavement.	
 APPROVED BY DESIGN METHODS ENGINEER	
<b>CONCRETE BARRIER TAPERED END SECTION</b>	

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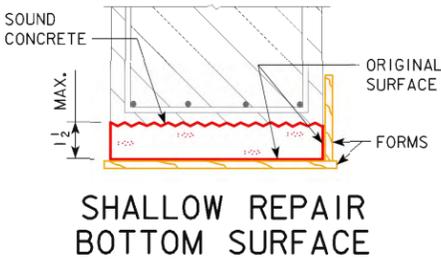
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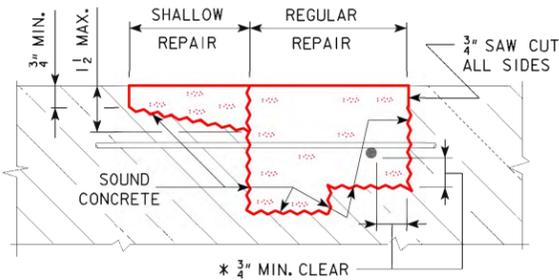
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CITY OF WINDSOR HEIGHTS, IOWA  
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DETAILS

SHEET  
B.7

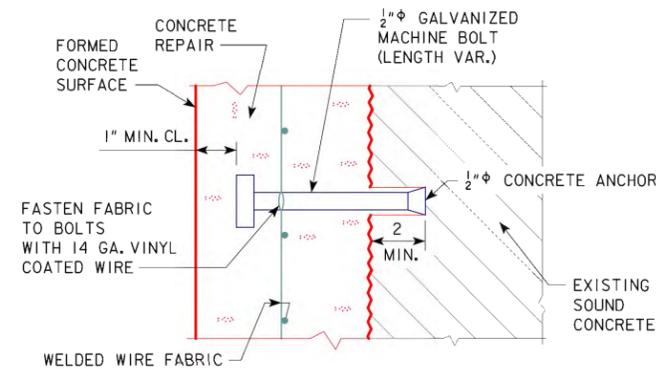


**SHALLOW REPAIR  
BOTTOM SURFACE**



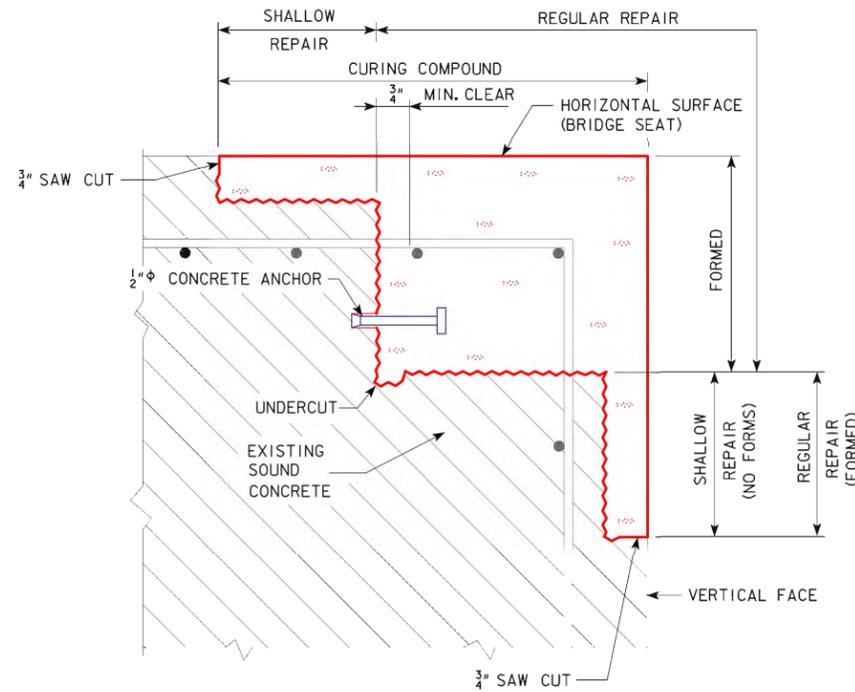
**REPAIR DEFINITION**

\* INDICATES CLEARANCE FOR AN UN-BONDED REBAR.

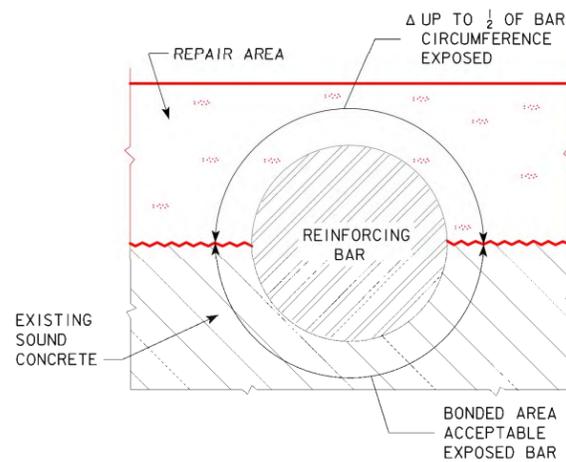


**ANCHOR DETAIL**

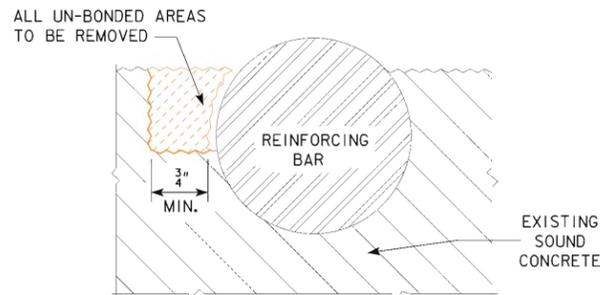
FOR SPACING AND USE OF CONCRETE ANCHORS AND WWF SEE THE REPAIR NOTES.



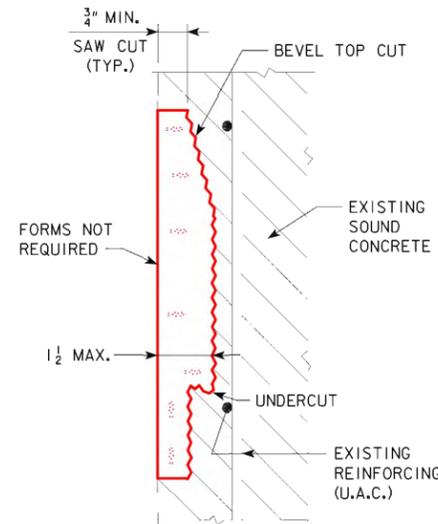
**CORNER REPAIR**



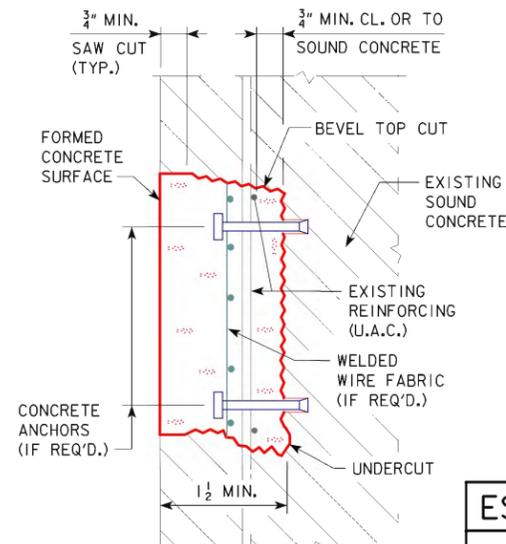
Δ IF MORE THAN 1/2 OF THE REBAR IS EXPOSED IT SHALL BE TREATED AS AN UN-BONDED REBAR.



**CONCRETE REMOVAL  
ADJACENT TO REINFORCING**



**SHALLOW REPAIR  
VERTICAL FACE**



**REGULAR REPAIR  
VERTICAL FACE**

**REPAIR NOTES:**

THE SPALLED AND HOLLOW AREAS OF THIS BRIDGE AS NOTED AND SHOWN IN THESE PLANS SHALL BE REPAIRED AS FOLLOWS:  
 ALL THE COSTS OF EQUIPMENT AND MATERIALS REQUIRED TO REPAIR THE SPALLED AND HOLLOW AREAS OF THIS BRIDGE SHALL BE INCLUDED IN THE PRICE BID FOR "CONCRETE REPAIR".  
 THE PRICE BID FOR "CONCRETE REPAIR" SHALL INCLUDE THE COST OF ALL CONCRETE ANCHORS AND WELDED WIRE FABRIC REQUIRED BY THE PLANS.  
 THE ENGINEER SHALL DETERMINE AND OUTLINE BY VISUAL AND AUDIBLE INSPECTION 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.  
 ALL EXISTING REINFORCING BARS THAT ARE EXPOSED BY CONCRETE REMOVAL SHALL BE CLEANED AND CAREFULLY INCORPORATED INTO THE NEW WORK, EXCEPT BADLY DETERIORATED EXISTING REINFORCING WHICH SHALL BE REPLACED AS DIRECTED BY THE ENGINEER.  
 THE CONCRETE ANCHORS REQUIRED SHALL HAVE A MINIMUM PULL OUT OF 5000 LBS. BASED ON 4000 PSI CONCRETE. AN ANCHOR MEETING THE REQUIREMENTS OF IOWA D.O.T. MATERIALS I.M. 453.09 AND THE PULL OUT LOAD ABOVE IS REQUIRED. THE ANCHORS SHALL BE GALVANIZED 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".  
 THE WELDED WIRE FABRIC SHALL BE ASTM A185 AND GALVANIZED AS PER ASTM A-641. THE WWF WIRES SHALL BE SPACED 3x3 OR 4x4 AND THE WIRES SHALL HAVE A NOMINAL AREA OF 0.014 TO 0.029 SQUARE INCHES INCLUSIVE, EXAMPLE "WWF 3x3 - W1.4xW2.9".  
 WHERE REINFORCEMENT HAS BEEN EXPOSED AND CLEARANCE AROUND THE PERIPHERY OF THE EXISTING BAR IS PROVIDED NO SUPPLEMENTAL REINFORCING IS REQUIRED, EXCEPT WHERE EXISTING REINFORCEMENT DENSITY 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 WWF PER EACH 1.5 SQUARE FEET OF AREA WITHIN EACH OPEN SPACE.  
 REPAIRING THE STRUCTURAL CONCRETE SHALL BE IN ACCORDANCE WITH SECTION 2426, OF THE STANDARD SPECIFICATIONS.

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

ESTIMATED CONCRETE REPAIR QUANTITIES		
DESCRIPTION	UNITS	AMOUNT
CONCRETE REPAIR	SQ. FT.	20

**CONCRETE REPAIRS**

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

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DESIGN TEAM	STANDARD SHEET 1045	COUNTY	PROJECT NUMBER	SHEET NUMBER						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>ISSUED FOR</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>ISSUED FOR CONSTRUCTION</td> <td>2-27-2020</td> </tr> </tbody> </table>		REV	ISSUED FOR	DATE	0	ISSUED FOR CONSTRUCTION	2-27-2020			
REV	ISSUED FOR	DATE								
0	ISSUED FOR CONSTRUCTION	2-27-2020								
<p style="font-size: 8px;">309 E 5TH STREET, SUITE 202          DES MOINES, IOWA 50309          Phone: (515) 259-9190          Email: DesMoines@bolton-menk.com          www.bolton-menk.com</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">DESIGNED JLE</td> <td style="width: 20%;">SEALED JLE</td> <td style="width: 20%;">CHECKED XXX</td> <td style="width: 20%;">CLIENT PROJ. NO.</td> </tr> </table>			DESIGNED JLE	SEALED JLE	CHECKED XXX	CLIENT PROJ. NO.		
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<p style="font-weight: bold; font-size: 12px;">CITY OF WINDSOR HEIGHTS, IOWA</p> <p style="font-weight: bold; font-size: 12px;">2020 PCC PATCHING PROJECT</p> <p style="font-weight: bold; font-size: 12px;">DETAILS</p>				<p style="font-weight: bold; font-size: 12px;">B.8</p>						

THIS STANDARD PLAN IS MODIFIED.  
NON-TYPICAL STANDARD BRIDGE REPAIR

INSPECTION OF THE EXISTING NOTCH TO  
BE COMPLETED PRIOR TO REMOVAL.  
ENGINEER TO APPROVE REPLACEMENT OF  
NOTCH

\* CONSTRUCTION JOINT FOR NOTCH REPAIR  
TO EXTEND A MINIMUM OF 3 INCHES PAST  
CONSTRUCTION JOINT FOR PAVEMENT. PROVIDE  
1'-6" MINIMUM LAP FOR REINFORCEMENT

### PAVING NOTCH REPLACEMENT NOTES:

THE PAVING NOTCH REPLACEMENT IS TO BE CLASS "C" STRUCTURAL CONCRETE.

MINIMUM CLEAR DISTANCE FROM FACE OF CONCRETE TO NEAR REINFORCING BAR IS  
TO BE 2" UNLESS OTHERWISE NOTED OR SHOWN.

THE BID ITEM "PAVING NOTCH REPLACEMENT" LINEAR FEET, SHALL INCLUDE ALL COSTS  
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 #4 BARS, PAINTING THE ENDS OF THE #4 BARS, REMOVING THE CONCRETE  
FOR THE SHEAR KEYWAYS, DRILLING THE HOLES FOR THE DEFORMED DOWELS AND  
CONSTRUCTING THE NEW NOTCH TO THE DIMENSIONS SHOWN. THE NEW NOTCH IS  
ESTIMATED AT 0.07 CUBIC YARDS PER FOOT OF STRUCTURAL CONCRETE AND 16.0  
POUNDS OF EPOXY COATED REINFORCING STEEL PER FOOT.

REMOVALS SHALL BE IN ACCORDANCE WITH SECTION 2401, OF THE STANDARD  
SPECIFICATIONS.

THESE BRIDGE PLANS LABEL ALL REINFORCING STEEL WITH ENGLISH NOTATION  
(5k1 IS  $\frac{3}{8}$  INCH DIAMETER BAR). ENGLISH REINFORCING STEEL RECEIVED IN  
THE FIELD MAY DISPLAY THE FOLLOWING "BAR DESIGNATION". THE "BAR  
DESIGNATION" IS THE STAMPED IMPRESSION ON THE REINFORCING BARS, AND  
IS EQUIVALENT TO THE BAR DIAMETER IN MILLIMETERS.

ENGLISH SIZE	3	4	5	6	7	8	9	10	11
BAR DESIGNATION	10	13	16	19	22	25	29	32	36

### SPECIFICATIONS:

DESIGN: AASHTO SERIES OF 2002.

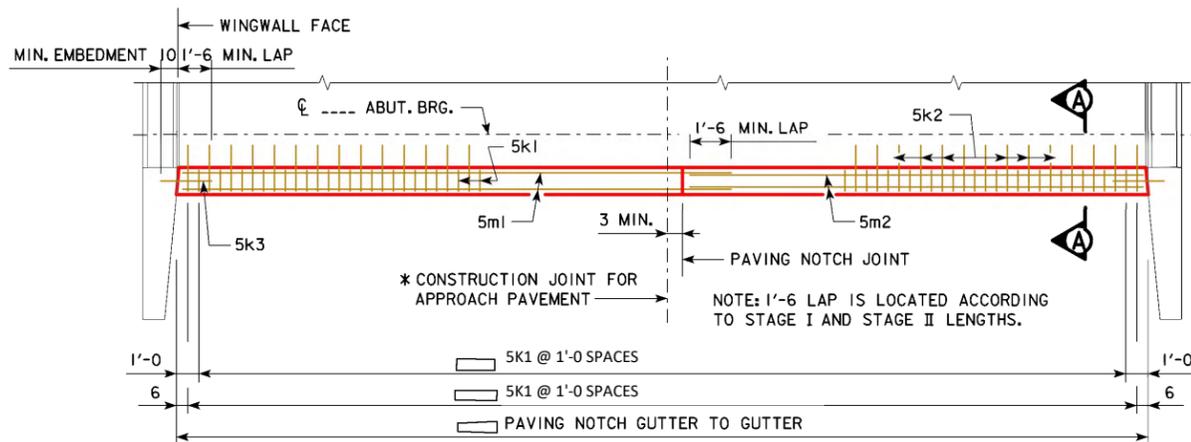
CONSTRUCTION: IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS  
FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, PLUS  
APPLICABLE GENERAL SUPPLEMENTAL SPECIFICATIONS,  
DEVELOPMENTAL SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS  
AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK  
ON THIS PROJECT.

### DESIGN STRESSES:

DESIGN STRESSES FOR THE FOLLOWING MATERIALS ARE IN ACCORDANCE WITH  
THE AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, SERIES OF 2002.  
REINFORCING STEEL IN ACCORDANCE WITH SECTION 8, GRADE 60.  
CONCRETE IN ACCORDANCE WITH SECTION 8,  $f'c = 4.0$  KSI.

### DOWEL SETTING NOTE:

THE DEFORMED 5k2 & 5k3 BARS SHALL BE SET AS DOWELS IN DRILLED  
HOLES. HOLES ARE TO BE 10" DEEP. A POLYMER GROUT SYSTEM SHALL  
BE USED TO INSTALL THE DEFORMED DOWEL BARS IN ACCORDANCE WITH  
ARTICLE 2301.03, E, OF THE STANDARD SPECIFICATIONS, AND THE  
GROUT MANUFACTURER'S RECOMMENDATIONS.



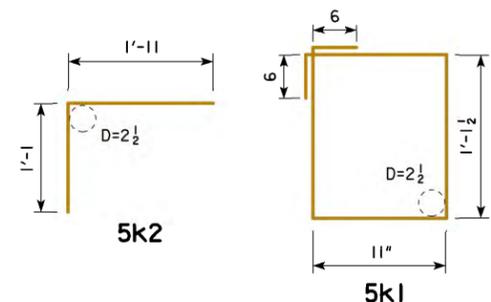
### PART PLAN VIEW AT ABUTMENT

NOTE: 5k3 BARS SHALL BE SET  
AS DOWELS EMBEDDED 10 INCHES  
MINIMUM INTO THE EXISTING  
BRIDGE WINGWALLS AND EXTENDING  
A MINIMUM OF 1'-6" INTO THE NEW  
PAVING NOTCH REPLACEMENT.

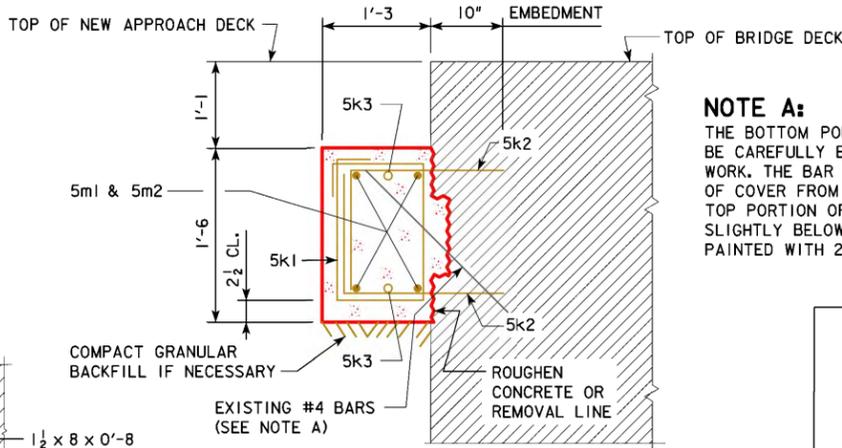
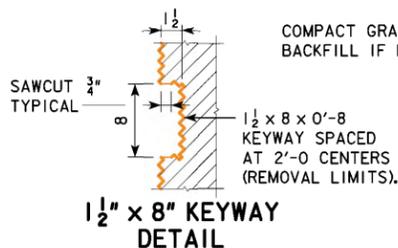
NOTE:  
NEW PAVING NOTCH REPLACEMENT SHOULD EXTEND  
FROM BRIDGE WINGWALL TO BRIDGE WINGWALL.

NOTE: 5k2 BARS AT 1'-0" CENTERS ARE TO BE PLACED AT THE  
TOP & BOTTOM OF THE PAVING NOTCH. THE 5k1 BARS AT  
1'-0" CENTERS ARE CENTERED BETWEEN THE 5k2 BARS.

### BENT BAR DETAILS



NOTE: ALL REINFORCING IS TO BE EPOXY COATED.  
NOTE: ALL DIMENSIONS ARE OUT TO OUT. D=PIN DIAMETER.



### PART SECTION A-A

NOTE: DOWELS SHALL BE PLACED TO MISS ANY EXISTING  
REINFORCING STEEL EXPOSED DURING REMOVALS.

### NOTE A:

THE BOTTOM PORTION OF THE EXISTING #4 BARS SHALL  
BE CAREFULLY EXPOSED AND INCORPORATED INTO NEW  
WORK. THE BAR SHALL BE CUT OFF TO PROVIDE 2 INCHES  
OF COVER FROM THE TOP OF THE NEW PAVING NOTCH. THE  
TOP PORTION OF THE BAR SHALL BE CUT OFF FLUSH OR  
SLIGHTLY BELOW THE CONCRETE SURFACE AND THE ENDS  
PAINTED WITH 2 COATS OF ZINC RICH PAINT.

DESIGN TEAM: PAVING NOTCH REPLACEMENT STANDARD SHEET 1068 COUNTY: PROJECT NUMBER: SHEET NUMBER:

REV	ISSUED FOR	DATE
0	ISSUED FOR CONSTRUCTION	2-27-2020



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CHECKED	JLE
APPROVED	XXX
CLIENT PROJ. NO.	

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

CITY OF WINDSOR HEIGHTS, IOWA  
2020 PCC PATCHING PROJECT

DETAILS

SHEET  
B.9

**STANDARD CONSTRUCTION NOTES:**

- ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
- ANY WORK THAT IS DETERMINED TO BE DEFECTIVE BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SUDAS SECTION 1050. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
- PRIOR TO MOBILIZING OFF OF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SUDAS SECTION 1050.
- THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SUDAS SECTION 1070.
- THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH SUDAS SECTION 1070.
- LIMITS OF CONSTRUCTION ARE WITHIN THE CITY RIGHT OF WAY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN THE LIMITS OF CONSTRUCTION AND IN ACCORDANCE WITH SUDAS SECTION 1070.
- THE CONTRACTOR SHALL UPDATE THE TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH SUDAS SECTION 1070, IF CONSTRUCTION ACTIVITIES DEVIATE FROM STAGING PLAN PROVIDED. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS TO THE CITY OF WEST DES MOINES PUBLIC SERVICES FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
- THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH SUDAS SECTION 1070. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
- IN ACCORDANCE WITH SUDAS SECTION 1070, THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION OF ALL ITS WORK FROM DAMAGE AND SHALL PROTECT THE JURISDICTION'S PROPERTY AND ADJACENT PRIVATE PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL REPAIR OR RESTORE ANY SUCH DAMAGE, INJURY, OR LOSS TO JURISDICTION PROPERTY OR ADJACENT PROPERTY. THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL. THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
- THE CONTRACTOR SHALL PRESERVE OR REPLACE ALL PROPERTY MONUMENTS ON THE PROJECT SITE IN ACCORDANCE WITH IOWA STATE CODE SECTION 355.6A AND SUDAS SECTION 1070.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT ITS EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. UPON FAILURE TO DO SO WITHIN THREE WORKING DAYS AFTER SUCH REQUEST BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THERE OF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ITS FINAL PAYMENT IN ACCORDANCE WITH SUDAS SECTION 1070.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED. IF IT APPEARS THE RATE OF PROGRESS IS SUCH THAT THE CONTRACT WILL NOT BE COMPLETED WITHIN THE TIME ALLOWED, OR IF THE WORK IS NOT BEING EXECUTED IN A SATISFACTORY AND WORKMANLIKE MANNER, THE ENGINEER MAY ORDER THE CONTRACTOR TO TAKE SUCH STEPS AS NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THE CONTRACT IN ACCORDANCE WITH SUDAS SECTION 1080.
- IF PROJECT IS SUBSTANTIALLY COMPLETED AND ONLY CLEANUP AND MINOR WORK ITEMS REMAIN FOR MORE THAN 30 CALENDAR DAYS, THE ENGINEER MAY RESTART CHARGING OF WORKING DAYS OR CHARGE PENALTIES EQUAL TO THE CONTRACT LIQUIDATED DAMAGES UNTIL ALL CORRECTIVE ACTION HAS BEEN COMPLETED IN ACCORDANCE WITH SUDAS SECTION 1080.

**UTILITY COORDINATION NOTES:**

- THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
- ANTICIPATED UTILITY CONFLICTS HAVE BEEN IDENTIFIED AND EACH RESPECTIVE UTILITY OWNER HAS BEEN INFORMED OF THE POTENTIAL CONFLICTS. THE CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT SITE.
- IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.
- UTILITY CONTACT NUMBERS:

WINDSOR HEIGHTS PUBLIC SERVICES (SEWERS)	DALTON JACOBUS (515-499-5998)	DJACOBUS@WINDSORHEIGHTS.ORG
DES MOINES WATER WORKS	CARLA SCHUMACHER (515-323-6227)	CSCHUMACHER@DMWWW.COM
CLIVE WATER WORKS	JEFF MAY (515-223-6231)	
MID-AMERICAN ENERGY (ELECTRIC)	DUSTIN WEDLUND (515-252-6565)	DLWEDLUND@MIDAMERICAN.COM
MID-AMERICAN ENERGY (GAS)	DUSTIN WEDLUND (515-252-6565)	DLWEDLUND@MIDAMERICAN.COM
MID-AMERICAN ENERGY (ELECTRIC) - EMERGENCY	1-800-799-4443	
MID-AMERICAN ENERGY (GAS) - EMERGENCY	1-800-595-5325	
IOWA COMMUNICATIONS NETWORK	TIMOTHY FLICKINGER (515-491-3750)	TIMOTHY.FLICKINGER@IOWA.GOV
MEDIACOM	PAUL MAY (515-554-2648)	PMAY@MEDIACOMCC.COM
CENTURYLINK COMMUNICATIONS	DUSTIN WITHERS (515-782-0618)	DUSTIN.WITHERSCENTURYLINK.COM

**PROJECT NOTES:**

- CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
- CONTRACTOR OPERATIONS CREATING OBJECTIONABLE LEVELS OF NOISE SHALL NOT BEGIN PRIOR TO 7:00 AM
- IN ORDER TO AVOID ANY UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR IS CAUTIONED TO EXERCISE EXTREME CARE WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING OPERATIONS FOR THE PROPOSED PAVEMENT REMOVAL. ADJACENT PAVEMENT THAT IS CHIPPED OR DAMAGED DUE TO SAW OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S COST IN ACCORDANCE WITH THE PROJECT SPECIFICATION DETAILS FOR STREET EXCAVATION AND PAVEMENT REPLACEMENT. ALL SAW CUTS ADJACENT TO EXISTING PAVEMENT AND CURBS SHALL BE FULL DEPTH.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NOT TO DAMAGE ADJACENT PAVEMENT, SIDEWALKS, DRIVES, MEDIANS, CURBS, STRUCTURES AND OTHER AREAS NOT DESIGNATED AS PART OF THE PATCHING WORK AREA. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO AREAS NOT DESIGNATED AS PART OF THE PATCHING WORK AT NO COST TO THE OWNER.
- NOT SURVEY HAS BEEN COMPLETED. CONTRACTOR TO PROVIDE SURVEY AS NEEDED.

**TRAFFIC CONTROL NOTES:**

- CONTRACTOR RESPONSIBLE TO OBTAIN ANY PERMITS FOR TRAFFIC CONTROL DEVICES FOR ALL AFFECTED AGENCIES.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING DETAILED TRAFFIC CONTROL PLANS FOR ANY OTHER STAGES THAT MAY BE REQUIRED. CHANGES TO THE STAGING PLAN MUST BE APPROVED BY THE ENGINEER. ADJUSTMENT TO ADVANCED SIGNAGE AND BARRICADING AS REQUIRED TO COMBINE STAGES ARE SUBJECT TO ENGINEER APPROVAL AND ARE CONSIDERED INCIDENTAL.
- THE CONTRACTOR SHALL COVER ALL CONFLICTING EXISTING SIGNAGE (INCIDENTAL).
- DETOUR SIGNAGE SHALL BE FURNISHED, INSTALLED, MAINTAINED AND REMOVED BY THE CONTRACTOR.
- SPECIFIC TRAFFIC CONTROL LAYOUTS ARE SHOWN ON THESE PLANS. THESE ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
- SUBMIT DETAILED TRAFFIC CONTROL PLANS FOR ALL WORK LOCATIONS FOR APPROVAL PRIOR TO PRECONSTRUCTION MEETING. ALL TRAFFIC CONTROL PLANS, DEVICES, AND PROCEDURES SHALL CONFORM TO THE CURRENT VERSION OF THE MUTCD.
- ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
- PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS. ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
- THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER.
- SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
- ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
- THE CONTRACTOR SHALL REMOVE AND REINSTALL ALL CITY SIGNS THAT WILL BE IN THE WAY.
- AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.
- THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WRITTEN AGREEMENT WITH THE PROPERTY OWNER.

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www.bolton-menk.com



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DRAWN JLE
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DATE PLOTTED A13.120253

CITY OF WINDSOR HEIGHTS, IOWA		SHEET <b>C.1</b>
WALNUT CREEK 2020 STREAMBANK RESTORATION		
GENERAL NOTES		

ESTIMATED PROJECT QUANTITIES					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT	AS BUILT QUANT.
1	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	1	
2	7010-108-G-0	CONCRETE MEDIAN, 6" PCC	SY	90	
3	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING	LS	1	
4	7030-108-E-0	SIDEWALK, PCC, 4"	SY	30	
5	7040-108-A-0	FULL DEPTH PATCHES, 10" PCC	SY	920	
6	7040-108-H-0	PAVEMENT REMOVAL	SY	580	
7	8010-108-X-0	TRAFFIC DETECTION LOOPS	EA	4	
8	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6	
9	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EA	3	
10	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	
11	11020-108-A-1	MOBILIZATION	LS	1	
12	12040-108-X-0	PAVING NOTCH REPLACEMENT	LF	80	
13	12050-108-X-1	CONCRETE BARRIER, TAPERED END, BA-108	EA	4	
14	12050-108-X-2	CONCRETE REPAIR	SF	20	
15	12050-108-X-3	BRIDGE APPROACH PAVEMENT, BR-202	SY	580	
16	12050-108-X-4	STRUCTURAL CONC (BRIDGE)	CY	4	

ALTERNATE A					
A1	7040-108-A-0	FULL DEPTH PATCHES, 10" PCC	SY	730	
A2	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	6	
A3	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR REMOVING EXISTING CASTING AND EXISTING ADJUSTMENT RINGS, FURNISHING AND INSTALLING ADJUSTMENT RINGS, AND FURNISHING AND INSTALLING NEW CASTING.
2	7010-108-G-0	CONCRETE MEDIAN, 6" PCC INCLUDES FINAL SUBGRADE/SUBBASE PREPARATION, MODIFIED SUBBASE, BARS AND REINFORCEMENT, JOINTS AND SEALING, SURFACE CURING AND PAVEMENT PROTECTION, AND BOXOUTS FOR FIXTURES. INCLUDES THE REMOVAL OF EXISTING MEDIAN.
3	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING INCLUDES CERTIFIED PLANT INSPECTION, SLUMP, AIR CONTENT, CYLINDERS, AND MATURITY TESTING. REPORTS TO BE PROVIDED TO ENGINEER. TESTING TO FOLLOW DOT FREQUENCY.
4	7030-108-E-0	SIDEWALK, PCC, 4" INCLUDES THE REMOVAL OF EXISTING SIDEWALK AND TURF RESTORATION. ENGINEER TO APPROVE REPLACEMENT OF SIDEWALK.
5	7040-108-A-0	FULL DEPTH PATCHES, 10" PCC SAWING, REMOVING (REGARDLESS OF DEPTH), AND DISPOSING OF EXISTING PAVEMENT AND REINFORCING; RESTORING THE SUBGRADE; FURNISHING AND INSTALLING TIE BARS AND DOWEL BARS; FURNISHING AND PLACING THE PATCH MATERIAL; FORMING AND CONSTRUCTING INTEGRAL CURB; SURFACE CURING AND PAVEMENT PROTECTION; JOINT SAWING AND FILLING; AND PLACING BACKFILL AND RESTORING DISTURBED SURFACES. USE OF ADDITIVES OR MATERIAL TO SPEED CURING PROCESS CAN BE USED UPON APPROVAL OF ENGINEER.
6	7040-108-H-0	PAVEMENT REMOVAL INCLUDES SAWING, BREAKING, REMOVING, AND DISPOSING OF EXISTING PAVEMENT AND REINFORCING STEEL REGARDLESS OF PAVEMENT DEPTH. WORK IS FOR BRIDGE APPROACH SECTIONS INCLUDING CONCRETE BARRIERS AND CURB.
7	8010-108-X-0	TRAFFIC DETECTION LOOPS 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.
8	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE REFLECTORIZING SPHERES, LAYOUT, SURFACE PREPARATION, AND APPLICATION OF MARKING PAINT.
9	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS LAYOUT, SURFACE PREPARATION, AND APPLICATION OF EACH SYMBOL AND LEGEND.
10	8030-108-A-0	TEMPORARY TRAFFIC CONTROL INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; TOTAL ROADWAY CLOSURES WITH INSTALLATION AND REMOVAL OF DETOUR SIGNING; REMOVAL AND REINSTALLATION OR COVERING OF PERMANENT TRAFFIC CONTROL DEVICES THAT CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL PLAN; MONITORING AND DOCUMENTING TRAFFIC CONTROL CONDITIONS; AND FLAGGERS. WHEN REQUIRED IN THE CONTRACT DOCUMENTS, THE FOLLOWING ARE ALSO INCLUDED IN TRAFFIC CONTROL UNLESS A SEPERATE BID ITEM IS PROVIDED; PORTABLE DYNAMIC MESSAGE SIGNS. CONTRATOR TO PRVIDE TRAFFIC CONTROL LAYOUT 14 DAYS PRIOR TO COMMENCING WORK.
11	11020-108-A-1	MOBILIZATION
12	12040-108-X-0	PAVING NOTCH REPLACEMENT 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 BARS, PAINTING THE ENDS OF THE CUT BARS, REMOVING THE CONCRETE FOR THE SHEAR KEYWAYS, DRILLING THE HOLES FOR THE DEFORMED DOWELS AND CONSTRUCTING THE NEW NOTCH TO THE DIMENSIONS. THE NOTCH IS ESTIMATED AT 0.07 CUBIC YARDS PER FOOT OF STRUCTURAL CONCRETE AND 16.0 POUNDS OF EPOXY COATED REINFORCING STEEL PER FOOT. THE REMOVALS SHALL BE IN ACCORDANCE WITH SECTION 2401, OF THE IOWA DOT STANDARD SPECIFICATIONS. INSPECTION OF THE EXISTING NOTCH TO BE COMPLETED PRIOR TO REMOVAL. ENGINEER TO APPROVE REPLACEMENT OF NOTCH.
13	12050-108-X-1	CONCRETE BARRIER, TAPERED END, BA-108 FOLLOW IOWA DOT SPEC 2513. SEE PLANS FOR DETAIL. INCLUDES ALL COST OF ALL TOOLS, EQUIPMENT, LABOR, AND MATERIALS NECESSARY FOR CONSTRUCTION OF CONCRETE BARRIER. INCLUDES BUT NOT LIMITED TO REINFORCEMENT, GRADING AND OTHER ITEMS AS SHOWN IN STANDARD PLAN.
14	12050-108-X-2	CONCRETE REPAIR FOLLOW IOWA DOT SPEC 2426. SEE PLANS FOR STANDARD PLANS. AREAS TO BE MARKED IN THE FIELD BY ENGINEER.
15	12050-108-X-3	BRIDGE APPROACH PAVEMENT, BR-202 FOLLOW IOWA DOT SPEC 2301. INCLUDES FURNISHING ALL TOOLS, EQUIPMENT, LABOR, AND MATERIALS NECESSARY FOR CONSTRUCTION OF THE BRIDGE APPROACH PAVEMENT. INCLUDES BUT NOT LIMITED TO EXCAVATION, MODIFIED SUBBASE, POLYMER GRID, SUBDRAIN, SUBDRAIN OUTLET AND OTHER ITEMS AS SHOWN IN STANDARD PLAN. ALL REINFORCED SECTIONS TO BE INCLUDED.
16	12050-108-X-4	STRUCTURAL CONC (BRIDGE) SIDEWALK APPROACH. FOLLOW IOWA DOT SPEC 2403 AND STANDARD PLANS 1029E OR 1029F. INCLUDES FURNISHING ALL TOOLS, EQUIPMENT, LABOR, AND MATERIALS NECESSARY FOR CONSTRUCTION OF THE SIDEWALK APPROACH. INCLUDES BUT NOT LIMITED TO EXCAVATION, MODIFIED SUBBASE, POLYETHYLENE SHEETING, REINFORCEMENT AND OTHER ITEMS AS SHOWN IN STANDARD PLAN. INCLUDES THE REMOVAL OF EXISTING SIDEWALK APPROACH. ENGINEER TO APPROVE REPLACEMENT OF SIDEWALK APPROACH.

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REV	ISSUED FOR	DATE
X	XXXX	XX-XX-XXXX



309 E 5TH STREET, SUITE 202  
DES MOINES, IOWA 50309  
Phone: (515) 259-9190  
Email: DesMoines@bolton-menk.com  
www.bolton-menk.com



DESIGNED	XXX
DRAWN	JLE
CHECKED	XXX
DATE PLOTTED	A13.120253

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

SHEET  
C.2

**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 MAY BE CLOSED FOR UP TO 7 DAYS FOR BASE BID. INSTALL DYNAMIC MESSAGE SIGNS IN BOTH DIRECTIONS 3 WEEKDAYS PRIOR TO CLOSURE DATE.
5. WORK CANNOT COMMENCE UNTIL JUNE 8 AND MUST BE COMPLETED BY AUGUST 14.
6. COORDINATE TRAFFIC LOOP INSTALLATION WITH THE ENGINEER.



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REV	ISSUED FOR	DATE
0	ISSUED FOR CONSTRUCTION	2-27-2020



309 E 5TH STREET, SUITE 202  
 DES MOINES, IOWA 50309  
 Phone: (515) 259-9190  
 Email: DesMoines@bolton-menk.com  
 www.bolton-menk.com



DESIGNED	JLE
DRAWN	JLE
CHECKED	XXX
CLIENT PROJ. NO.	

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

SHEET  
 D.1

- 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. ONE LANE IN EACH DIRECTION MUST BE OPEN AT ALL TIMES.
  5. REFER TO IOWA DOT STANDARD PLAN TC-418 FOR LANE CLOSURES.
  6. TOPOGRAPHIC SURVEY HAS NOT BEEN COMPLETED. IF CONTRACTOR REQUIRES SURVEY, IT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.



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REV	ISSUED FOR	DATE
0	ISSUED FOR CONSTRUCTION	2-27-2020



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 DES MOINES, IOWA 50309  
 Phone: (515) 259-9190  
 Email: DesMoines@bolton-menk.com  
 www.bolton-menk.com



DESIGNED	JLE
DRAWN	JLE
CHECKED	XXX
CLIENT PROJ. NO.	

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. REMOVAL LIMITS TO BE MARKED IN FIELD BY ENGINEER.
3. STAGE WORK TO INSURE DRIVEWAY REMAINS OPEN AT ALL TIMES TO TWO WAY TRAFFIC. MINIMUM 10 FOOT LANES.
4. REFER TO IOWA DOT STANDARD PLAN TC-418 FOR LANE CLOSURES



DRIVEWAY TO REMAIN OPEN AT ALL TIMES

73RD STREET



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REV	ISSUED FOR	DATE
0	ISSUED FOR CONSTRUCTION	2-27-2020



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 DES MOINES, IOWA 50309  
 Phone: (515) 259-9190  
 Email: DesMoines@bolton-menk.com  
 www.bolton-menk.com



DESIGNED JLE
DRAWN JLE
CHECKED XXX
CLIENT PROJ. NO.

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



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM: Dalton Jacobus

SUBJECT: Consideration of Resolution No. 2020-63 - A Resolution Approving Construction Administration and Inspection Services for the 2020 PCC Patching Project to BMI not to Exceed \$26,529

**GENERAL INFORMATION**

Construction administration and inspection costs for the 2020 PCC Patching Project are being proposed at a fee not to exceed \$26,529.00. This amounts to approximately 6% of the project cost.

The engineer does not estimate that the full \$26,529.00 will be needed for construction inspection and project administration, but is budgeting on the high side to cover any unforeseen circumstances.

**SUMMARY**

Staff recommends approval of the scope of services agreement with Bolton & Menk, Inc. in the amount not to exceed \$26,529.00.

**ATTACHMENTS**

1. Resolution No. 2020-63 PCC Patching Inspection Resolution
2. 2020 Patching Con Admin PSA

**RESOLUTION 2020-63**

**A RESOLUTION APPROVING CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE 2020 PCC PATCHING PROJECT TO BMI NOT TO EXCEED \$26,529**

**WHEREAS**, the City Council approved the plans and specifications for the 2020 PCC Patching Project on February 4, 2020; and

**WHEREAS**, the cost for the construction of this project is \$464,210; and

**WHEREAS**, the City Council approved Resolution No. 2020-62 awarding the 2020 PCC Patching Project to Hawkeye Paving, LLC; and

**WHEREAS**, Bolton and Menk Inc. (BMI) has proposed construction administration and inspection services for this project not to exceed \$26,529.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Windsor Heights, Iowa that the City does hereby award the contract for project administration and inspection services for the 2020 PCC Patching Project to Bolton & Menk, Inc. in the amount not to exceed of \$26,529.00.

Passed and approved this 20<sup>th</sup> day of April 2020.

---

Dave Burgess, Mayor

ATTEST:

---

Travis Cooke, City Clerk

# PROFESSIONAL SERVICES AGREEMENT

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

Date of Agreement: 4/20/2020
Agreement Number:  (BMI Project Number)
Project Location: Windsor Heights, IA

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

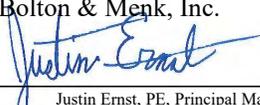
<input type="checkbox"/> Agent or Person Ordering Services and/or <input type="checkbox"/> Billing Address (if different)	
Agent or Person Ordering Services: <u>Mark Arentsen, Intern City Administrator</u> Address: _____ City: _____ State _____ Zip _____	Phone No.: _____  Fax No.: _____

Fee Arrangement
Hourly, Not-to-Exceed  Design: \$26,529  as per the 2020 Bolton & Menk rate schedule

Scope/Intent and Extent of Services
See attached scope of services (exhibit 1) for the 2020 PCC Patching Project – 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.  
  
 \_\_\_\_\_  
 Justin Ernst, PE, Principal Manager  
 4-14-20  
 \_\_\_\_\_  
 Date

Accepted by: City of Windsor Heights,  
 Iowa  
 \_\_\_\_\_  
 Dave Burgess, Mayor  
 \_\_\_\_\_  
 Date



Real People. Real Solutions.

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

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

## EXHIBIT 1

### CONSULTANT SERVICES

#### 2020 PCC PATCHING PROJECT WINDSOR HEIGHTS, IOWA

#### SCOPE OF SERVICES

The Consultant agrees to provide professional services required for construction services for 2020 PCC Patching Project.

#### 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 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, 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:

- 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.

### **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.

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:

One (1) staff member of the Consultant will be available for the construction observation services for 30 hours per week for 3 weeks. The above construction period estimate includes a maximum of 90 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 90 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.

### **Subtask 1.8 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.

## **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

## **COMPENSATION**

**Construction Services**

**\$26,529**

## Detailed Cost Estimate

**Client: City of Windsor Heights**  
**Project: 2020 PCC Patching Project**

Task No.	Work Task Description	Project Manager	Resident Project Representative	Structural Engineer	Clerical	Total Hours	Total Cost
----------	-----------------------	-----------------	---------------------------------	---------------------	----------	-------------	------------

1.0	Construction Services	36	104	53	18	211	\$26,529
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<b>Total Hours</b>	36	104	53	18	211
<b>Average Hourly Rate</b>	\$138.00	\$115.00	\$155.00	\$77.00	
<b>Subtotal</b>	\$4,968	\$11,960	\$8,215	\$1,386	

<b>Total Fee</b>	<b>\$26,529</b>
------------------	-----------------

## 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.



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: David Swartz - July 4th Fireworks

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

None

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

1. **Call to Order:** Mayor Burgess called the meeting to order via Zoom at 6:00 PM. Council members present: Susan Skeries, Joseph Jones, Mike Loffredo (@6:26 PM), Mike Jones, and Threase Harms. Staff present: Interim Administrator Mark Arentsen, City Clerk Travis Cooke, Finance Director Rachele Swisher, Public Safety Director Chad McCluskey, Public Works Director Dalton Jacobus, City Engineer Justin Ernst, and City Attorney Erin Clanton. Consultants present: Tionna Pooler, Independent Public Advisors and Paul Donna, Robert W. Baird and Co.
2. **Approval of the Agenda:** Motion by Harms to approve the agenda. Seconded by Skeries. Motion passed 4-0.
3. **Public Hearings:**
  - A. **Designation of the Expanded Windsor Heights Consolidated Urban Renewal Area and on Urban Renewal Plan Amendment Public Hearing:** Motion by Joseph Jones to open the public hearing at 6:03 PM. Seconded by Harms. Motion carried 4-0. No comments written or oral. Motion by Harms to close the public hearing at 6:05 PM. Motion passed 4-0.
  - B. **Consideration of Resolution No. 2020-47 - Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Windsor Heights Consolidated Urban Renewal Area:** Motion by Harms to approve Resolution No. 2020-47 removing item B relating to the Bike Hub plan. Seconded by Joseph Jones. Motion passed 4-0.
  - C. **Ordinance No.20-02 - An Ordinance Amending the Code of Ordinances for Nuisance Abatement Charges Public Hearing:** Motion by Mike Jones to open the public hearing at 6:18 PM. Seconded by Harms. Motion passed 4-0. No comments written or oral. Motion by Harms to close the public hearing at 6:19 PM. Seconded by Mike Jones. Motion passed 4-0.
  - D. **Consideration of the First Reading of Ordinance No. 20-02:** Motion by Harms to approve the first reading of Ordinance No. 20-02. Seconded by Mike Jones. Motion passed 4-0.
  - E. **Site Plan Review - Clive Learning Academy Parking Lot Public Hearing:** Motion by Harms to open the public hearing at 6:20 PM. Seconded by Skeries. Motion passed 4-0. No public comments written or oral. Joel Jackson from Bishop Engineering gave a general overview of the project and took questions from the council. Motion by Harms to close the public hearing at 6:54 PM. Seconded by Mike Jones. Motion passed 5-0.
  - F. **Consideration of Resolution No. 2020-48 - A Resolution Approving Clive Learning Academy Parking Lot Site Plan:** Motion by Mike Jones to approve Resolution No. 2020-48 amending the resolution to include a waiver for storm water management requirements. Seconded by Skeries. Motion passed 4-1. Harms voting nay.
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 March 16, 2020**
  - B. **Approve Minutes of the Special Council Meeting on March 7, 2020**
  - C. **Approve Minutes of the Special Council Meeting on March 10, 2020**
  - D. **Approve Minutes of the Special Council Meeting on March 13, 2020**
  - E. **Approve Minutes of the Special Council Meeting on March 31, 2020**
  - F. **Approve Payment of Claims**

- G. **Approve Resolution No. 2020-49 - A Resolution Approving Public Works Staffing Plan**
- H. **Approve Resolution No. 2020-50 - A Resolution Extending Closure of CEC due to COVID-19**

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

6. **New Business:**

- A. **Consideration of Resolution No. 2020-51 - A Resolution Accepting Private Placement Proposal for General Obligation Corporate Purpose and Refunding Bonds, Series 2020A:** Motion by Harms to approve Resolution No. 2020-51. Seconded by Mike Jones. Motion passed 4-1. Loffredo voting nay.
- B. **Resolution No. 2020-52 - A Resolution Accepting Private Placement Proposal for General Obligation Urban Renewal Bonds, Series 2020B:** Motion by Joseph Jones to approve Resolution No. 2020-52. Seconded by Skeries. Motion passed 4-1. Loffredo voting nay.
- C. **Consideration of Resolution No. 2020-53 - A Resolution Approving Budget Transfers:** Motion by Joseph Jones to approve Resolution No. 2020-53. Seconded by Mike Jones. Motion passed 5-0.
- D. **Consideration of Resolution No. 2020-54 - A Resolution Approving Payment of Routine Bills:** Motion by Mike Jones to approve Resolution No. 2020-54. Seconded by Joseph Jones. Motion passed 5-0.
- E. **Consideration of Resolution No. 2020-55 - A Resolution Approving Repairs to the Parking Lot at the Public Safety Building in the Amount of \$16,000:** Motion by Harms to approve Resolution No. 2020-55. Seconded by Skeries. Motion passed 5-0.
- F. **Consideration of Resolution No. 2020-56 - A Resolution Approving Scope and Services Agreement with Bolton and Menk to Complete a Park Plan in the Amount of \$18,600:** Motion by Harms to approve Resolution No. 2020-56. Seconded by Mike Jones. Motion passed 5-0.
- G. **Consideration of Resolution No. 2020-57 - A Resolution Approving Fee Waiver for Nights in the Heights:** Motion by Mike Jones to approve Resolution No. 2020-57. Seconded by Skeries. Motion passed 5-0.
- H. **Consideration of Resolution No. 2020-58 - A Resolution Approving Fee Wavier for Windsor Heights Foundation Ice Cream Social:** Motion by Loffredo to approve Resolution No. 2020-58. Seconded by Harms. Motion passed 5-0.
- I. **Consideration of Resolution No. 2020-59 - A Resolution Approving Fee Waiver for Walnut Creek Church Mission to the City:** Motion by Harms to approve Resolution No. 2020-59. Seconded by Skeries. Motion passed 5-0.
- J. **Consideration of Resolution No. 2020-60 - A Resolution Authorizing Intergovernmental Transfer of Public Funds Agreement Between the Iowa Department of Human Services and the City of Windsor Heights:** Motion by Harms to approve Resolution No. 2020-60. Seconded by Loffredo. Motion passed 5-0.
- K. **Consideration of Resolution No. 2020-61 - A Resolution Approving Police Union Contract:** Motion by Harms to approve Resolution No. 2020-61. Seconded by Joseph Jones. Motion passed 5-0.
- L. **Discussion Regarding Filling City Administrator Position:** Council came to the consensus to keep moving forward with the process through GovHR but with the acknowledgement that Covid-19 may complicate the process.

7. **Reports:**

- A. **Mayor and Council Reports and Committee Updates:** Loffredo reported that he voted no on the bonding issues because he was not satisfied with the process but supports the projects. Harms gave

Clive Learning Academy city contact update and Metro Waste updates.

**B. Interim City Administrator Report:** Pet licensing deadline extended. Work from home office equipment has been provided to staff who can work from home. Project updates.

**C. City Clerk Report:** Civic Clerk update.

**8. Adjourn to 6:00 pm on Monday, April 20, 2020 for a Regular Council Meeting at the Council Chambers:**  
Motion by Loffredo to adjourn the meeting at 8:01 PM. Seconded by Harms. Motion passed 5-0.

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David Burgess, Mayor

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Attest: Travis Cooke, City Clerk



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

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

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. 4-20-20 Claims Report

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AMERICAN TRAFFIC SOLUTIONS	PAID CITATIONS		6,474.00	50548	4/16/20
AXON ENTERPRISE	X26P CEW		5,565.00	50549	4/16/20
BANKERS TRUST COMPANY	63RD & HICKMAN BENCH		4,943.01	50552	4/16/20
BLUETARP FINANCIAL	SHOP ORGANIZATION		58.97	50553	4/16/20
BOLTON & MENK	ENGINEERING		55,956.00	50554	4/16/20
BOMGAARS	SAFETY CLOTHING		29.98	50555	4/16/20
BRAUCHT, JUDY	MAY PENSION		1,067.86	50556	4/16/20
BRICK GENTRY PC	LEGAL EXPENSES		11,347.50	50557	4/16/20
CAROLYN MCCARTHY	CEC REFUND		100.00	50558	4/16/20
CENTURY LINK	INTERNET		741.21	50559	4/16/20
CITY OF WEST DES MOINES	FN BILLING 1/5/20-3/14/20		1,990.60	50560	4/16/20
COOKE,TRAVIS	CELL PHONE		50.00	50561	4/16/20
CREW IOWA	CEC REFUND		370.00	50562	4/16/20
DEPT OF HUMAN SERVICES	MAY GEMT PYMT		483.37	50563	4/16/20
DES MOINES REGISTER	NEWSPAPER		28.00	50564	4/16/20
DES MOINES WATER WORKS	1133 66TH ST		354.80	50565	4/16/20
ENES HASANCEVIC	CEC REFUND		1,227.50	50566	4/16/20
GARLAND'S INC	BATTERY CHARGER CART WHEELS		24.60	50567	4/16/20
GIGI'S PLAYHOUSE	CEC REFUND		37.50	50568	4/16/20
HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES		30.95	50569	4/16/20
INDEPENDENT PUBLIC ADVISORS	FINANCIAL ADVISOR 2020A BONDS		26,000.00	50570	4/16/20
IOWA DEPT OF PUBLIC SAFETY	WARRANTS AND ARTICLES SYSTEM		810.00	50571	4/16/20
IOWA DES MOINES SUPPLY	SOAP/TOWELS/TISSUE		167.97	50572	4/16/20
JILL SIMPLOT	CEC REFUND		675.00	50573	4/16/20
JULIE BURROUGHS	CEC REFUND		102.50	50574	4/16/20
KABEL BUSINESS SERVICES	HRA FUNDS		4,676.05	50575	4/16/20
KATHY CLAUSEN	CEC REFUND		925.00	50576	4/16/20
KEKA GANGA	CEC REFUND		102.50	50577	4/16/20
KELTEK INCORPORATED	HD CAMERA		4,863.50	50578	4/16/20
KING, AUSTIN	FLEX REFUND		1,300.00	50579	4/16/20
KOCH OFFICE GROUP	PRINTER		988.44	50580	4/16/20
LOCAL GOVERNMENT CONSULTING	4/6/20-4/11/20 ADMINISTRATOR		7,560.00	50581	4/16/20
LOGAN CONTRACTORS SUPPLY	STEEL COAL SHOVEL		258.49	50582	4/16/20
LORI MYERS	CEC REFUNDS		102.50	50583	4/16/20
MELISSA NOEL	CEC REFUND		150.00	50584	4/16/20
MENARDS	SUPPLIES		84.92	50585	4/16/20
METRO WASTE AUTHORITY	8 COMPOST IT CARTS		424.00	50586	4/16/20
MICHAEL TUTTY	CEC REFUND		425.00	50587	4/16/20
MIDAMERICAN ENERGY	STREET LIGHTING	3,312.99		2280	4/16/20
MIDAMERICAN ENERGY	801 73RD ST	30.55	3,343.54	2281	4/16/20
NATIONWIDE OFFICE CLEANERS	PS MONTHLY CLEANING		649.50	50588	4/16/20
PATRICIA ANDERSON	CEC REFUND		1,690.00	50589	4/16/20
PRAXAIR DISTRIBUTION INC	CYLINDER RENT		83.38	50590	4/16/20
RADAR ROAD TECH	RADAR REPAIR		186.00	50591	4/16/20
DES MOINES REGISTER	PUBLICATIONS		1,206.15	50592	4/16/20
RELIASTAR LIFE INS CO	BOWERS		150.00	50593	4/16/20
STIVERS FORD	17 FORD EXPLORER		498.04	50594	4/16/20
THE SHREDDER	ONSITE SHREDDING		40.00	50595	4/16/20
TUCKER, WHITNEY	CELL PHONE		55.32	50596	4/16/20
UNIVERSITY WEST PET CLINIC	DOG EXPENSES		184.44	50597	4/16/20
VICKY MCCOUGH LIN	CEC REFUND		925.00	50598	4/16/20
WELLMARK	HEALTH PREMIUM		33,252.94	2282	4/16/20
WEX FLEET UNIVERSAL	FUEL		2,006.36	50599	4/16/20

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ZIMCO SUPPLY CO	FERTILIZER FOR PARK		395.00	50600	4/16/20
	Accounts Payable Total		185,162.39		

Payroll Checks  
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Report Total

=====  
185,162.39  
=====

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

Payroll Checks: 4/07/2020- 4/16/2020

FUND	NAME	AMOUNT
001	GENERAL	49,607.57
110	ROAD USE TAX	6,108.29
112	EMPLOYEE BENEFITS	36,582.34
113	POLICE PENSION	1,067.86
314	UNIVERSITY AVE ST PROJECT	15,040.00
317	WAL CREEK BIKE HUB/BRIDGE	610.00
319	2020 STREET PROJECTS	62,652.00
321	WAL CREEK STREAM PROJECT	125.00
322	73RD STREET PROJECT	944.00
350	CAPITAL EQUIPMENT FUND	10,428.50
610	SEWER	916.58
670	LANDFILL/GARBAGE	424.00
740	STORM WATER	656.25
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	TOTAL FUNDS	185,162.39



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL  
FROM: Rachelle Swisher  
SUBJECT: Approve March 2020 Financial Reports

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. 4-16-20 Balance Sheet by Fund
2. March Revenue Report
3. March Budget Report

**CALENDAR SHEET**  
**CALENDAR 4/2020, FISCAL 10/2020**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	235,319.62	3,719,469.98
110-000-1110	CASH - RUT	23,213.95-	932,802.66
112-000-1110	CASH - EMP BENEFIT FUND	310,003.31	1,068,168.57
113-000-1110	CASH - POLICE PENSION	1,067.86-	23,454.79
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	1,660.26-	.00
121-000-1110	CASH - LOCAL OPTION SALES TAX	.00	656,731.57
125-000-1110	CASH - TIF	881,256.89	2,889,987.89
145-000-1110	CASH - URBAN RENEWAL FUNDS	2,250.00-	251,035.67
200-000-1110	CASH - DEBT SERVICE	290,244.43	1,090,929.28
303-000-1110	CASH - COLBY PARK	.00	37,979.05
306-000-1110	CASH - HICKMAN ROAD PROJECT	.23	.00
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	.17-	.00
313-000-1110	CASH - 2017/18 STREET PROJECTS	.00	407,054.41-
314-000-1110	CASH - UNIVERSITY AVE PROJECT	15,040.00-	51,175.76-
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	610.00-	4,775.00-
319-000-1110	CASH - 2020 STREET PROJECTS	62,652.00-	258,735.50-
320-000-1110	CASH - 2020 PCC PATCHING	.00	.00
321-000-1110	CASH - WAL CREEK STREAM PROJ	125.00-	692.50-
322-000-1110	CASH - 73RD ST	944.00-	1,844.00-
350-000-1110	CASH - EQUIP REVOLVE FUND	79,394.20-	112,403.89
350-000-1180	CASH - EQUIP REVOLVE - POLICE	10,428.50-	6,649.82
350-000-1181	CASH - EQUIP REVOLVE - FIRE	.00	39,453.02
350-000-1182	CASH - EQUIP REVOLVE - AMB	28,664.07	.00
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	10,581.81	.00
350-000-1186	CASH - EQUIP REVOLVE - CEC	43,133.57	62,178.63
350-000-1187	CASH - EQUIP REVOLVE - IT DEPT	40,148.32	.00
600-000-1110	CASH - WATER	.00	103,254.44-
610-000-1110	CASH - SEWER	2,519.59-	19,393.37
670-000-1110	CASH - LANDFILL/GARBAGE	26,306.95-	354,184.52
740-000-1110	CASH - STORM WATER	3,773.14-	858,131.31
810-000-1110	CASH - REVOLVING FUND	261,026.22	.00
	CASH TOTAL	1,870,392.85	13,220,321.63
001-000-1115	RESERVE CASH - COMM CENTER	43,133.57-	.00
	RESERVE CASH TOTAL	43,133.57-	.00
115-000-1120	PETTY CASH - POLICE FOREITURE	.00	1,000.00
	PETTY CASH TOTAL	.00	1,000.00

**BALANCE SHEET**  
**CALENDAR 4/2020, FISCAL 10/2020**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1150	IPAIT - GENERAL	3,058.30	526,119.79
112-000-1150	IPAIT - EMPLOYEE BENEFITS	.00	.00
	IPAIT TOTAL	3,058.30	526,119.79
001-000-1160	SAVINGS - 680-5592 - GENERAL	.00	.00
001-000-1161	SAVINGS - KWHB	.00	2,950.44
112-000-1160	SAVINGS - EMP BENEFIT 689-6237	.00	.00
113-000-1160	SAVINGS - 680-2292 - POLICE	.00	.00
114-000-1160	SAVINGS - POLICE TRUST	.00	35,349.01
115-000-1160	SAVINGS - PREF/DEA	.00	1,147.87
	SAVINGS TOTAL	.00	39,447.32
001-000-1170	CD 082009 - KWHB	.00	11,539.60
600-000-1170	CD 12062707- WATER	.00	102,257.54
	CD'S TOTAL	.00	113,797.14
	TOTAL CASH	1,830,317.58	13,900,685.88

**REVENUE REPORT**  
**CALENDAR 3/2020, FISCAL 9/2020**

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	3,220,000.00	123,763.17	2,051,227.70	63.70	1,168,772.30
	ROAD USE TAX TOTAL	624,000.00	24,708.10	495,840.83	79.46	128,159.17
	EMPLOYEE BENEFITS TOTAL	1,217,226.00	39,430.98	694,869.64	57.09	522,356.36
	POLICE PENSION TOTAL	13,000.00	.00	86.83	.67	12,913.17
	POLICE TRUST TOTAL	.00	4.09	14,004.09	.00	14,004.09-
	POLICE PREFORFEITURE TOTAL	1,140.00	.00	3.05	.27	1,136.95
	LOCAL OPTION SALES TAX TOTAL	.00	61,858.12	656,731.57	.00	656,731.57-
	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	22,392.37	467,315.34	28.79	1,155,633.66
	2017/18 Capital Projects TOTA	2,800,000.00	.00	.00	.00	2,800,000.00
	2018 HMA RESURFACING PROJ TOTA	110,000.00	.00	.00	.00	110,000.00
	CAPITAL EQUIPMENT FUND TOTAL	.00	912.78	3,230.06	.00	3,230.06-
	SEWER TOTAL	192,350.00	.00	73,010.15	37.96	119,339.85
	LANDFILL/GARBAGE TOTAL	351,469.00	28,379.44	244,847.66	69.66	106,621.34
	STORM WATER TOTAL	345,000.00	30,457.32	285,911.82	82.87	59,088.18
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		13,856,836.00	331,906.37	6,115,588.71	44.13	7,741,247.29
		=====	=====	=====	=====	=====

**BUDGET REPORT**  
**CALENDAR 3/2020, FISCAL 9/2020**

PCT OF FISCAL YTD 75.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	2,093,443.00	132,609.79	1,515,687.07	72.40	577,755.93
	EMERGENCY MANAGEMENT TOTAL	8,870.00	.00	9,089.80	102.48	219.80-
	FIRE TOTAL	667,484.00	4,941.85	351,140.52	52.61	316,343.48
	AMBULANCE TOTAL	192,190.00	31,060.38	231,294.98	120.35	39,104.98-
	BUILDING INSPECTIONS TOTAL	106,233.00	4,007.97	91,510.01	86.14	14,722.99
	ANIMAL CONTROL TOTAL	900.00	78.81	793.00	88.11	107.00
	<b>PUBLIC SAFETY TOTAL</b>	<b>3,069,120.00</b>	<b>172,698.80</b>	<b>2,199,515.38</b>	<b>71.67</b>	<b>869,604.62</b>
	<b>ROADS, BRIDGES, SIDEWALKS TOTA</b>	<b>496,152.00</b>	<b>27,364.30</b>	<b>290,285.39</b>	<b>58.51</b>	<b>205,866.61</b>
	STREET LIGHTING TOTAL	67,000.00	3,312.00	37,179.39	55.49	29,820.61
	TRAFIC CONTROL & SAFETY TOTAL	5,500.00	322.39	3,390.75	61.65	2,109.25
	SNOW REMOVAL TOTAL	263,061.00	3,690.78	149,443.41	56.81	113,617.59
	<b>PUBLIC WORKS TOTAL</b>	<b>831,713.00</b>	<b>34,689.47</b>	<b>480,298.94</b>	<b>57.75</b>	<b>351,414.06</b>
	WATER,AIR,MOSQUITO CONTRO TOTA	.00	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,000.00	.00	.00	.00	3,000.00
	<b>HEALTH &amp; SOCIAL SERVICES TOTA</b>	<b>3,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>3,000.00</b>
	LIBRARY TOTAL	95,032.00	.00	47,500.00	49.98	47,532.00
	PARKS TOTAL	110,473.00	5,767.16	74,591.95	67.52	35,881.05
	COMMUNITY CTR/ZOO/MARINA TOTA	3,200.00	1,132.67	2,632.67	82.27	567.33
	SPECIAL EVENTS TOTAL	.00	.00	613.00	.00	613.00-
	COMMUNITY CENTER TOTAL	139,879.00	10,246.21	76,526.70	54.71	63,352.30
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>348,584.00</b>	<b>17,146.04</b>	<b>201,864.32</b>	<b>57.91</b>	<b>146,719.68</b>
	COMMUNITY BEAUTIFICATION TOTA	.00	.00	.00	.00	.00
	HOUSING & URBAN RENEWAL TOTAL	7,737.00	.00	35,616.00	460.33	27,879.00-
	<b>COMMUNITY &amp; ECONOMIC DEV TOTA</b>	<b>7,737.00</b>	<b>.00</b>	<b>35,616.00</b>	<b>460.33</b>	<b>27,879.00-</b>
	MAYOR/COUNCIL TOTAL	52,871.00	774.73	25,229.19	47.72	27,641.81
	IT DEPARTMENT TOTAL	50,747.00	2,734.83	38,711.01	76.28	12,035.99
	CLERK/TREASURER/ADM TOTAL	563,753.00	42,309.74	422,999.86	75.03	140,753.14
	ELECTIONS TOTAL	4,000.00	.00	840.88	21.02	3,159.12
	LEGAL SERVICES/ATTORNEY TOTAL	75,000.00	6,165.00	74,450.00	99.27	550.00
	OTHER GENERAL GOVERNMENT TOTA	.00	.00	3,939.65	.00	3,939.65-
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>746,371.00</b>	<b>51,984.30</b>	<b>566,170.59</b>	<b>75.86</b>	<b>180,200.41</b>
	<b>ROADS, BRIDGES, SIDEWALKS TOTA</b>	<b>786,258.00</b>	<b>.00</b>	<b>115,797.50</b>	<b>14.73</b>	<b>670,460.50</b>
	PARKS TOTAL	.00	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 3/2020, FISCAL 9/2020**

PCT OF FISCAL YTD 75.0%

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	59,387.50	233,235.49	.00	233,235.49-
	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	.00	117,899.21	.00	117,899.21-
	CAPITAL PROJECTS TOTAL	.00	59,387.50	378,966.07	.00	378,966.07-
	WATER TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	189,334.00	5,488.95	64,061.30	33.84	125,272.70
	LANDFILL/GARBAGE TOTAL	337,818.00	1,159.00	214,172.92	63.40	123,645.08
	STORM WATER TOTAL	258,745.00	3,724.11	92,235.21	35.65	166,509.79
	ENTERPRISE FUNDS TOTAL	785,897.00	10,372.06	370,469.43	47.14	415,427.57
	TRANSFERS IN/OUT TOTAL	4,127,213.00	.00	264.70	.01	4,126,948.30
	TRANSFER OUT TOTAL	4,127,213.00	.00	264.70	.01	4,126,948.30
	TOTAL EXPENSES	11,519,791.00	346,278.17	4,398,461.68	38.18	7,121,329.32



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Resolution No. 2020-64 - A Resolution Extending Closure of the CEC  
Due to COVID-19

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. 4-20-Coronavirus Policy Extension- Council Memo
2. Resolution No. 2020-64 Coronavirus Policy Extension - Resolution



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**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:** 20 April 2020

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

At the 6 April 2020 City Council meeting, Council voted to approve Resolution No. 2020-50 Creating a Temporary Policy for Community Center Rental Reimbursements as a Result of the COVID – 19 pandemic.

This Resolution approved the complete closure of the Community Center from April 14<sup>th</sup> until April 30<sup>th</sup>. The resolution also allowed for the reimbursement of fees for rentals scheduled during that time frame and allowed renters for events scheduled between April 14<sup>th</sup> and May 31<sup>st</sup> to voluntarily cancel their events and receive a full refund.

Staff and the City Council agreed that it would be best to have the closure of the Community Center be a recurring agenda item until the pandemic was under control.

At this time, staff is recommending that the City Council approve extending the mandatory closure date to **May 15<sup>th</sup>** and the optional cancellation date to **June 15<sup>th</sup>**, **unless the Governor lifts restrictions on large gatherings.**

This recommendation is based on general advice and requests from the Governor, the President and the Iowa Department of Public Health on social distancing.

Mandatory closure of the Community Center until **May 15<sup>th</sup>** and full refund of fees associated with the closure will result in reimbursements totaling **\$11,887**. Fees collected so far for the optional cancellation period total **\$23,576.13**.

**RESOLUTION 2020-64**

**A RESOLUTION EXTENDING THE TEMPORARY COMMUNITY CENTER FEE REIMBURSEMENT AND CLOSURE 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; and

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

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

**WHEREAS**, the City Council approved Resolution No 2020-50 which closed the Community Center until 4/13 and allowed for optional cancellations until May 15<sup>th</sup>; and

**WHEREAS**, the City Council wishes to extend the deadlines for the closure and optional refund periods outlined in Resolution 2020-50; and

**WHEREAS**, fees for rentals of the Community Center scheduled from 5/15/20 to 6/15/20 will be reimbursed upon request of the renter; and

**WHEREAS**, fees for rentals of the Community Center scheduled between the date of this Resolution and 5/15/20 will be cancelled and fees refunded; and

**WHEREAS**, the total amount reimbursed by the City for this period could reach \$23,576.13, 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 allow Community Center rental reimbursements until May 31<sup>st</sup> as a result of the COVID – 19 pandemic.

Passed and approved this 20th day of April 2020.

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

ATTEST:

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



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM: Dalton Jacobus

SUBJECT: Approve Resolution No. 2020-65 - A Resolution Approving a Master Shared Use Agreement between the City of Windsor Heights and the Iowa Communications Network (ICN)

**GENERAL INFORMATION**

I have been working with the ICN on getting a shared use agreement in place for our shared facilities since I started two years ago. The following agreement, attachments, appendices, and maps are the end product of this work.

This agreement puts in writing how assets are being managed both operationally and financially. There is not currently an agreement in place to spell out which party is responsible for what exactly in the event of a conduit or fiber hit.

This agreement has been through many rounds of review and deliberation and has been approved by the City's legal and engineering teams.

Approval of this agreement gives the City access to fiber optic capabilities that we previously did not have. It is my goal to eventually get all of the traffic utility onto a fiber optic system and contract the O&M of this system to a neighboring community if they would be willing to take it on. This would result in better traffic flows for Windsor Heights and a higher level of service for our residents.

**SUMMARY**

Staff recommends approval of the agreement.

**ATTACHMENTS**

1. Resolution No. 2020-65 ICN Master Agreement Resolution
2. 19-001 Windsor Heights - Master Shared Use Agreement- FINAL
3. LINK 2023 & 2023A 77193107 73rd & Univ to 63rd & Univ 11-8-19 ok F

4. LINK 2030 (North end) 77193107 Clive School to 7900 Hickman 10-30 GC
5. LINK 2045 77193107 8th & I-235 to 73rd & Univ 10-30 GC
6. LINK 2046 (South end) 77193107 73rd & Univ to Clive School 10-30 F

**RESOLUTION 2020-65**

**A RESOLUTION APPROVING A MASTER SHARED USE AGREEMENT BETWEEN THE CITY OF WINDSOR HEIGHTS AND THE IOWA COMMUNICATIONS NETWORK (ICN)**

**WHEREAS**, the Master Shared Use Agreement and the associated documents, maps, and figures that immediately follow this resolution are agreeable to the City; and

**WHEREAS**, the City wishes to minimize costs and work with partner organizations whenever possible and feasible; and

**WHEREAS**, establishing an agreement that details expectations for operation, maintenance, and costs associated with a fiber optic network will be beneficial to the City; and

**WHEREAS**, City Staff as well as the City Engineer and City Attorney have reviewed the proposed agreement and find it in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Windsor Heights, Iowa that the City does hereby approve the attached Master Shared Use Agreement between the City of Windsor Heights and the Iowa Communications Network (ICN).

Passed and approved this 20<sup>th</sup> day of April 2020.

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

ATTEST:

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

**AGREEMENT 19-001**  
**MASTER AGREEMENT FOR SHARED USE PROJECTS**

THIS AGREEMENT is made on by and between the State of Iowa, Iowa Telecommunications and Technology Commission operating the Iowa Communications Network, (collectively the "ICN") and the City of Windsor Heights ("Windsor Heights" or "City"). ICN and Windsor Heights may also be referred to as the "Parties" or "Party" as the context allows.

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

This Agreement sets forth the initial terms and conditions which will apply to the ICN and City relating to the shared installation, use, and maintenance of communications facilities and services within the City of Windsor Heights, Iowa.

**SECTION 1. IDENTITY OF THE PARTIES.**

1.1 The Iowa Telecommunications and Technology Commission operating the Iowa Communications Network is authorized by Iowa Code Chapter 8D to operate a communications network in the State of Iowa. The Iowa Communications Network's address is 400 East 14<sup>th</sup> Street, Grimes State Office Building, Des Moines, Iowa 50319.

1.2 The City of Windsor Heights is a municipality and political subdivision of the State of Iowa incorporated in accordance with the relevant provisions of Iowa law. The City's Administration Offices location is: 1145 66<sup>th</sup> Street, Suite 1, Windsor Heights, IA 50324.

**SECTION 2. DEFINITIONS.** The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa.

2.1 "Agreement" means this document and any amendments to this document or any other documents specifically incorporated into this agreement by reference.

2.2 "Cable" means one or more optical fibers enclosed, with strength members, in a protective covering or sheath.

2.3 "Cable Locates" or "Locates" means the identification of utilities through the Iowa One Call Center (IOC) pursuant to Iowa Code chapter 480.

2.4 "City" means the City of Windsor Heights, Iowa.

2.5 "City Duct" means a buried conduit or HDPE duct, and associated handholes etc, for the purpose of enabling the installation of fiber installed by, owned by (jointly or individually) or allocated to the City, identified on the Exhibit(s) attached hereto.

2.6 "City Equipment" means facilities or equipment provided, owned or installed by City in, around or on the Designated Fiber.

2.6 "Conduit Pathway" means a buried conduit or HDPE duct, and associated handholes, etc., for the purpose of enabling the installation of one or more Fiber Optic Cables. Conduit and duct may be used interchangeably.

2.8 "Dark Fiber" means a number of fibers, normally expressed in number of glass strands unless otherwise stated, between two specified locations that have no optronics or electronics attached to it, thus no light/communications signal being transmitted through the fiber.

2.9 "Designated Fiber" shall mean the Fiber as identified in each Amendment, Appendix and Exhibit.

2.10 "Fiber" means a glass strand or strands which is/are protected by a color-coded buffer tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.

2.11 "Fiber Optic Cable" means a Cable containing one or more optical fibers.

- 2.12 “Fiber Segment” means the length of similar fiber and fiber count between designated access splice points.
- 2.13 “ICN” means collectively the Iowa Telecommunications and Technology Commission operating the Iowa Communications Network.
- 2.14 “ICN Network” means the communications system operated by the ICN, as such system exists now, and as it is modified from time to time.
- 2.15 “IRU” or “Indefeasible Right of Use” means the exclusive, unrestrictive and indefeasible right to use the relevant capacity (including equipment, fibers or capacity) for any legal purpose.
- 2.16 “Lit Fiber” means fiber which is actively carrying a signal.
- 2.17 “Link Segment” means a specified length of fiber connecting two points. It may be a specified portion of a larger fiber optic cable network or it may be the entire network.
- 2.18 “OTDR” means Optical Time Domain Reflectometer which is the optical-fiber test instrument capable of measuring loss characteristics and displaying faults, splices, and other fiber events in single mode and multi-mode optical fibers.
- 2.19 “Other Fiber Owners or Lessees” means all others, either now or in the future, that obtain ownership of or lease rights to Dark Fiber strands or sheath.
- 2.20 “Proportional Share” means the number of Fibers, for each the ICN and City, within the sheath.
- 2.21 “Re-locate” shall mean when it is necessary to Re-locate a current fiber facility to a different location.
- 2.22 “Restoration” shall refer to restoring fiber to service after damage or cut incident.
- 2.23 “Route Maintenance” related to fiber and the route/right of way (ROW) shall refer to repair of areas of exposed cable or degraded ROW, for example due to erosion or poor initial installation.
- 2.24 “State” means the State of Iowa and all of its agencies, boards, and commissions, including the ICN.
- 2.25 “SUP” shall mean Shared Use Project as identified and described in each Amendment added to the Agreement.

### SECTION 3. SCOPE OF WORK.

3.1 Scope of Services. Each SUP performed under this agreement must be set forth, in writing, in a Scope of Services document, that will be incorporated into this agreement via an Amendment to this agreement, which shall be signed by both Parties.

3.1.1 Each SUP Scope of Services document shall at a minimum identify and address the following:

- City Project Number
- Location of the project
- Description of the project
  - Specific end points
  - Length of segment
  - Line drawings
- Duration of the term for the project.
- Fiber route, Fiber count, Fiber allocation and shall identify additional parties involved
- Fiber map
- Responsibilities of each Party
- Ownership of the fiber
- Fiber maintenance responsibility
  - If the ICN or the City are not providing maintenance and restoration, the amendment shall identify the service provider and the service levels for advance notice of maintenance activity and restoration times, in the event of a Cable cut.
- Fiber repairs and restoration

- Telecommunication Services related to the SUP
- Project financials (costs and obligations)
- Which Party bears cost for future locates
- Which Party bears cost for future relocates

3.2 Amendments to Scope of Services and Specifications. The parties agree that a Scope of Services document referenced in sections 3.1 and 3.1.1 and the specifications contained therein may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in service or performance standards only upon the mutual written consent of the parties.

3.3 Industry Standards. All splicing services rendered pursuant to this agreement shall comply with the Standards set forth on Exhibit A attached ("Splicing, Testing and Acceptance Standards for single mode fiber") which is incorporated into this agreement by reference. All other services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this Agreement and with generally acceptable industry standards of performance for similar tasks and projects. Any services performed in violation of these standards will be corrected at no cost to the affected Party, such that the services are rendered in the above-specified manner.

3.3.1 As a general practice, the Designated Fiber shall be buried versus aerial, unless determined by mutual agreement of the parties, to be more economically feasible for short sections; i.e. rock area.

3.4 ICN and City Contact procedures are listed in Exhibit B, Maintenance and Support Contacts and On Call Procedures, which are attached and incorporated into this agreement by reference. Upon the addition of each SUP Scope of Services document to the Agreement pursuant to sections 3.1 and 3.1.1, the Parties shall review the information contained in Exhibit B and update the information if necessary.

3.5 Non-Exclusive Rights. This Agreement is not exclusive. Unless otherwise provided, the ICN and City reserve the right to select other Vendors to provide services similar or identical to the services referenced in this Agreement or set forth in the Scope of Services documents referenced in sections 3.1 and 3.1.1 of this Agreement during the term of this Agreement.

3.6 ICN Property. Except as provided in a specific project attachment, the City shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any ICN property without the written consent of the ICN. The Parties agree that no party other than the ICN or a contractor under the direct supervision of the ICN shall be permitted to perform maintenance or splicing on the Fiber.

3.7 City Equipment. The City shall have sole responsibility for installation, testing and operation of City Equipment. The ICN shall not be responsible for the operation or maintenance of any City Equipment. The ICN shall not be responsible for the transmission or reception of communications or signals by City Equipment or for the quality of, or defects in, such transmission or reception.

#### SECTION 4: COMPENSATION.

4.1 Payment Terms. Upon completion of the services, duties and responsibilities that a party is required to provide under a SUP Scope of Services document referenced in sections 3.1 and 3.1.1, each party shall submit itemized invoices to the other party that identify the services provided in connection with the Scope of Services document and the amount claimed for the services provided. All approved invoices will be paid in arrears and in conformance with Iowa Code. Either party may vary the terms of this provision by paying the invoice in less than 60 days as provided in Iowa Code. However, an election to pay in less than 60 days shall not act as an implied waiver of Iowa Code. Any sums owed by the other Party shall be itemized and added to the invoice prior to submission. If either Party disputes the amount of any invoice, the Party will notify the other party of the dispute within 30 days of receipt of the invoice. Payment of the disputed amount may be withheld until the dispute is resolved.

4.2 The Compensation section of each Scope of Services document incorporated into this agreement via Amendment under section 3.1 and 3.1.1 above, attached to Master Agreement 19-001, shall be reviewed thereafter every 36 months from the initial date of execution.

4.2.1 When reviewing the Compensation section of each Amendment the value of services (e.g., locate services, internet bandwidth) and infrastructure (e.g., Fiber, conduit) provided by ICN and City, both one-time and ongoing, shall be considered.

SECTION 5: TERM. This Agreement is effective upon signature of all parties and will continue for 20 years or until either Party provides notice as detailed in Section 10.

SECTION 6. COLLOCATION. To the extent that City wishes to collocate equipment in any ICN facility, if allowed by Iowa Code, the Parties shall enter into a separate collocation agreement for each site.

SECTION 7. EXCLUSION OF WARRANTIES. THE ICN MAKES NO WARRANTY TO THE CITY OR ANY OTHER ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE DESIGNATED FIBER, ANY FIBERS, OR THE SYSTEM, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

SECTION 8. INDEMNIFICATION.

8.1 The ICN and the City shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapters 669 and 670, indemnify and hold each other harmless from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the ICN and the City, respectively, while acting within the scope of the employee's office of employment in connection with the performance of this Agreement.

8.2 Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including indirect, special or consequential damages, based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation or use of the Designated Fiber or the ICN Network; provided, however, that each party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the other party to pursue any such action against such third party.

SECTION 9. LIMITATION OF LIABILITY. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with, transmission interruptions or problems, or any interruption or degradation of service, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability all claims for which damages are hereby specifically waived.

SECTION 10. TERMINATION.

10.1 Termination for Cause. In the event a breach of this agreement occurs, the non-breaching party may give written notice, pursuant to section 11.8, to the party that committed the breach, which notice shall advise that party of the specific facts and circumstances that constitute a breach of the agreement and further advise the party that it has 30 days to cure or correct the breach. If the breach is not cured or corrected at the end of this 30 day period, the non-breaching party shall have the right to terminate this agreement at the end of a 180 day period, which period shall start upon written notice, delivered to the party in breach pursuant to section 11.8, of the party's intention to terminate the agreement in 180 days.

10.2 Termination for Change in Law. Either party, ICN or City, shall have the right to terminate this Agreement without penalty by giving 180 days' written notice to the other party if one of the following events occurs: (a) Adequate funds are not appropriated or granted to allow the party to operate as required to fulfill its obligations under this Agreement; (b) Funds are de-appropriated or not allocated or if funds needed by the party, at the party's sole discretion, are insufficient for any reason; (c) The ICN's authorization to operate is withdrawn or there is a material change in the programs administered by the ICN; or (d) The ICN's duties are substantially modified.

10.3 Non-Availability of Funds. Notwithstanding any other provisions of this Agreement, if funds anticipated for the fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Federal Government or of the State of Iowa to appropriate funds or through discontinuance or material alteration of the program under which funds were provided, then City shall have the right to terminate this Agreement without penalty.

10.4 Termination for Convenience. Following 180 days written notice, either party may terminate this Contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the other party. Termination for convenience can be for any reason or no reason at all if it is in the best interests of the terminating party.

10.5 Disposition of Fiber Optic Cable. If City and ICN are the only Parties within the fiber sheath and in the event that a Party elects to permanently terminate the use of its Designated Fiber referenced in any document that has been attached to this agreement or incorporated into this agreement by reference, the cable sheath and associated components, splicing hardware and any installed underground conduit, all items previously described will be considered to be abandoned and ownership shall be offered to the other Party at no cost. If either Party abandons the Fiber, the receiving Party shall be responsible for all costs associated with maintenance and operation of the cable, including all costs associated with any subsequent cable abandonment by the receiving Party.

10.5.1 If either party enters bankruptcy or is sold, the terminating party will ensure that the new owner of the Duct and or Fiber Asset recognizes the rights of the remaining party. The remaining party will be offered the option to negotiate an agreement with the new owner or terminate this Agreement.

## SECTION 11. CONTRACT ADMINISTRATION.

11.1 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All Amendments to this Agreement must be in writing and signed by both the ICN and City.

11.2 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the ICN and City.

11.3 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the ICN, the City, or the State of Iowa.

11.4 Integration. This Agreement, any scope of Services document, Schedule, Addendum, Amendment, Rider or Exhibit attached to this agreement or incorporated into this agreement by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.

11.5 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

11.6 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the ICN and City for the Fiber and services provided in connection with this Agreement.

11.7 Waiver. Any breach or default by either party shall not be waived or released other than by writing signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

11.8 Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, or by receipted hand deliver, by Federal Express, courier, or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the ICN: ICN – Contracting  
400 East 14<sup>th</sup> Street  
Grimes State Office Building  
Des Moines, Iowa 50319

If to City: City of Windsor Heights,  
City Administrator  
1145 66<sup>th</sup> Street, Suite 1  
Windsor Heights, Iowa 50324

Each such notice shall be deemed to have been provided at the earliest of the following: (a) at the time it is actually received; or (b) in the case of overnight hand delivery courier or services such as Federal Express with guaranteed next day delivery, within one day; or (c) in the case of registered U.S. Mail, within five (5) days; or when verified by automated receipt or electronic logs if sent by facsimile or email. Copies of such notice to each party shall be provided separately. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

11.9 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

11.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this Agreement. Such a determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

11.11 Obligations beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement.

11.12 Authorization. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

11.13 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

11.14 Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

11.15 Taxes: State and Local. The parties are tax-exempt entities and no payment will be made for any taxes for any purpose.

11.16 Assignment and Delegation. Neither party to this Agreement shall assign, transfer or convey this agreement in whole or in part without the prior written consent of the other party.

11.16.1 In the event of any assignment or change in ownership, neither party shall be required to provide services to unauthorized or approved users, nor does one party have the ability to obligate the other party to responsibilities without their written approval.

SECTION 12. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**IOWA COMMUNICATIONS NETWORK**

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

*Printed name:* \_\_\_\_\_

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

*Date:* \_\_\_\_\_

**WINDSOR HEIGHTS, CITY OF**

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

*Printed name:* \_\_\_\_\_

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

*Date:* \_\_\_\_\_

## EXHIBIT A

### SPLICING, TESTING AND ACCEPTANCE STANDARDS for Single Mode Fiber

1. All splices will be performed with an industry-accepted fusion splicing machine as per ICN splicing specifications.
2. Splices will be qualified during the initial construction by the core alignment system on the fusion splicer.
3. After end-to-end (site-to-site) connectivity on the fibers, the installing contractor will complete bi-directional span testing. These measurements will be made after all cable installation activities are complete for each span. Connectors will be cleaned as necessary to ensure accurate measurements are taken.
  - Installed loss measurements at 1550nm will be recorded using an industry accepted laser source and power meter. Continuity testing (checking for “frogging”) will be done on all fibers concurrently.
  - OTDR traces will be taken at 1550nm and splice loss measurements will be analyzed. Bell Core format will be used on all traces, unless both parties agree to another OTDR format.
  - All testing, power levels and OTDR traces will be conducted at 1550nm.
  - Installing Agency will pay for the testing at the 1550 level.
  - OTDR traces shall be saved in a standard file naming convention.  
One set of OTDR traces will be provided to each the City and the ICN via electronic format.
4. The splicing standards are as follows:
  - The objective loss value of the connector and its associated splice will be 0.50 dB or less.
  - The objective for each Fiber within a span shall be an average bi-directional loss of 0.15 dB or less for each splice. For example, if a given span has 10 splices, each Fiber shall have a total bi-directional loss (due to the 10 splices) of 1.5 dB or less. Individual bi-directional loss values for each splice will be reviewed for high losses.
  - The aforementioned standards are objectives, not the basis for acceptance. The acceptance standard for each Fiber per span shall be calculated as follows:  
Span Loss = a (span distance in kilometers) + b (0.15 dB/splice) + c (0.50 db/connector)  
Where:
    - a = maximum fiber loss in dB per kilometer for the specific fiber type/manufacturer at 1550nm
    - b = number of splice locations for the span
    - c = number of connectors for the span
5. All connector splices will be protected with heat shrinks. Buffer tubes/ribbons will not be split across more than one splice tray. An industry accepted splice enclosure will be used on all splices.

### FIBER STANDARDS

**NOTE:** Single mode fiber shall meet the SMF-28 standard. If the fiber to be used is existing fiber, previously installed prior to 1996, the ICN will require the manufacture date of the fiber to ensure compatibility with the balance of the associated fiber and installation equipment.

**NOTE:** Multimode fiber shall meet the ISO 11801 standard .The ICN will need to know what classification of MM fiber it is, OM1 (62.5/125), OM2 (50/125), or OM3 (Laser-Optimized 50/125).

**NOTE:** As stated in 3.3.1 As a general practice, the Designated Fiber optic cable shall be buried versus aerial, unless determined by mutual agreement of the parties, to be more economically feasible for short sections; i.e. rock area.

EXHIBIT B  
Maintenance and Support Contacts  
and  
On Call Procedures

1. Points of Contact. The Parties agree to provide points of contact for purposes of efficient management of this Agreement, in accordance with the following.

1.1 The ICN's primary point of contact for the City is the ICN Service Desk: Phone 1-800-572-3940.  
The ICN NOC is staffed 24x7x365 days a year.

1.2. City Contacts:

Primary contact to City is the Public Works Director

Monday – Friday	8:00AM to 5:00PM	Public Works Shop: 515-645-6825
After Hours	5:00PM to 8:00AM	Polk County Dispatch: 515-286-3333

1.3 The Parties shall provide notice of any change in the respective point(s) of contact within 15 working days by notification via written media.

1.4 Requests for service and information sent by City employees who are not specified point(s) of contact and/or received by ICN employees who are not specified point(s) of contact in Section 1.2 will be verified by the proper contacts of both parties before action is taken.

2. Trouble Reporting and Resolution. The ICN shall provide for the following trouble reporting and resolution procedures:

2.1 The ICN network is monitored 24 hours per day, 7 days per week, utilizing a centralized control center for real-time status and alarm conditions. The ICN network operations and maintenance are applicable to all services delivered by the ICN. The ICN Service Desk is the point of contact for trouble reporting. Call locally 725-4400 or toll free 1-800-572-3940. Phones are answered 24 hours per day. Following are service standards relative to operations and management of the network

2.1.1 Network Surveillance. The ICN shall observe, monitor, analyze and report on all operations of the ICN Network. The ICN will identify network failures, troubles or degradation of service on the ICN fiber. The ICN will monitor the fiber path, but not City traffic. The ICN will notify the City point(s) of contact of ICN network failures, troubles or degradation of service. Locate and dispatch technicians when the ICN network experiences failures, troubles, or equipment degradation. Troubles and adverse network conditions are reported to the ICN Maintenance Supervisor for escalation or assistance in trouble shooting the problem that has been identified.

2.1.1.1 Trouble Ticketing and Escalation Follow-up. Trouble tickets are opened within 10 minutes of any trouble reported by City, staff, or vendors. Troubles generated by network surveillance are opened within 20 minutes on major alarms or daily thresholds.

2.1.1.2 All network outages (i.e. fiber cuts) and platform outages (i.e. video platform, internet and firewall) will follow current ICN Standard Procedures for escalation and resolution.

2.2 Scheduled Maintenance Activities. Unless expressly stated elsewhere in this Agreement, all Parties whose network traffic may be impaired or affected during the scheduled maintenance will be notified 3 business days before a routine scheduled maintenance window will take place. In the event that an "Emergency Maintenance Window" is required, the ICN will give City as much advanced notice as possible. An emergency maintenance window is defined as repair work that is required to restore service that is not performing to engineered standards. If the scheduled maintenance day or time needs to be altered for City, every effort will be made to accommodate the request. The ICN will provide notification (via the ICN MaintList e-mail server system) of scheduled maintenance activities to City points of contact as maintenance windows are scheduled. City must provide the ICN with valid contact names and telephone

numbers for daytime and after-hours contact. City must also submit their point of contact information for the ICN to add to the MaintList e-mail distribution system. Routine maintenance is scheduled to be worked between the hours of midnight and 6:00 AM and is not restricted to any one day of the week or weekend. The ICN will make every effort to assure that the least amount of disruption of service to our customers as the result of maintenance work being performed. The ICN also reserves the right to perform network maintenance as required for the common good of all users of the ICN network. Any maintenance activity that affects only one ICN customer will be scheduled and approved jointly with the affected customer. All other maintenance work will be performed by the ICN within its own discretion, within the timeframes stated within this section and within the notification guidelines also stated in this section, including the guidelines related to emergency maintenance.

2.3 Cable Locates. When any contractor or citizen of Iowa begins any type of excavating, they are required to inform the Iowa One Call Center (IOC). IOC will determine the location and call all utilities that may be affected. Based on the IOC notification, the IOC will dispatch from the locate desk maintenance personnel to the affected site. Such maintenance personnel will verbally clear the situation, physically mark the location, and/or stand by the construction site during digging. Measures to be used are determined by the proximity of the proposed digging to ICN/ City Cable.

2.4 Notification of Service Impairments. If service disruptions or degradation of service of any type is detected through network surveillance, the ICN Service Desk will notify City point of contact or City Help Desk via phone or via written media, including electronic mail, on the disruption as soon as identified and affected customers are determined. The ICN Service Desk will give updates on reported or detected service disruptions or degradation as follows:

2.4.1 Customer updates will be given as requested for Network Outages (including fiber cuts) and Platform Outages (i.e. Internet) during the standard business hours of 8:00 AM until 5:00 PM Monday thru Friday. The customer can request continued updates for after hours if a contact name and telephone number is provided.

2.4.2 City is required to notify the ICN Service Desk at 515-725-4400 or 800-572-3940, of any planned outages that will impact the ICN and its ability to provide service to City or other authorized users. This notification must be provided at least 5 business days before the work is to be done unless it is an emergency.

2.4.3 24x7 access to City buildings, building demarcation points, communication closets, equipment rooms, and other locations where ICN delivers either ICN or LEC services is required to be provided by City to ICN technicians to insure service guarantees and response times to repair. Access may be arranged via the City Service Desk. Advance notice will be required for escorted access. If 24 x 7 access is not available to ICN technicians, ICN service guarantees and response times to repair will not be honored. Escorted Access will be provided to the ICN on a 24 x 7 basis. If ICN access to City facilities is necessary due to a City request or requirement, the ICN shall not be charged an escort fee.

2.5 Due to the urgent nature, trouble calls shall be made to the ICN Service Desk via telephone:

2.5.1 Local (within Des Moines calling region) at 515-725-4400.

2.5.2 Outside Des Moines calling region at 1-800-572-3940.

2.6 City and the ICN will conduct periodic review of problems and develop procedures for outage and problem discussion and service improvement efforts. Examples include but are not limited to: chronic and recurring problems and major outages.

Schedule A.1  
Scope of Services  
City of Windsor Heights and ICN: Initial Network Exchange

Project Description:

The City of Windsor Heights (City) and ICN have agreed to an exchange of facilities in order to complete the extension of a joint use fiber optic network through the City of Windsor Heights to the cities of: Des Moines, W. Des Moines, Clive and Urbandale. This joint network completes the connections between various points as depicted in Appendix 2 Route Overview Maps.

**WINDSOR HEIGHTS RESPONSIBILITIES:** City will own and maintain their network as detailed below under Appendix 1.

**ICN RESPONSIBILITIES:** The ICN will own and maintain their network as detailed below under Appendix 1.

**ICN PROPERTY:** Except as provided in the Installation of City Equipment section of this Scope of Services, City shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair or otherwise tamper with any ICN property without the written consent of the ICN. The Parties agree that no party other than the ICN or a contractor under the direct supervision of the ICN shall be permitted to perform maintenance or splicing on the Fiber. Splicing and Maintenance information is more fully explained in Exhibits A & B attached to the Agreement.

**WINDSOR HEIGHTS PROPERTY:** Except as provided in the Installation of ICN Equipment section of this Scope of Services, ICN shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair or otherwise tamper with any City property without the written consent of the City. The Parties agree that no party other than the City or a contractor under the direct supervision of the City shall be permitted to perform maintenance or splicing on the Fiber. Splicing and Maintenance information is more fully explained in Exhibits A & B attached to the Agreement.

**FIBER MAINTENANCE:**

A. City, or a City authorized contractor, shall perform all maintenance on the City network facilities, including duct/conduit and allocated Fiber, including any repairs, restoration, and relocation that may become necessary during the term of this Agreement. If City incurs any costs associated with repairs, restoration, or relocation, the ICN shall reimburse City for the ICN's proportional share of fibers. In the event that the fiber repairs are necessitated by fiber damage caused by a third party, City will first attempt to recover the cost of repair from the negligent third party. If City is unable to recover the full cost of damage repair from the third party, the ICN shall reimburse City for their proportional share of the costs for the repair. In the event of a fiber cut or other need for an emergency repair, upon notification by the State, City shall commence to respond to correct the interruption in service or per Section D. allow ICN to facilitate emergency repair. The ICN shall contact City at **515-645-6825** in the event of a service interruption. Upon repair and when appropriate, City will invoice the ICN for their proportional share of the costs for the repair.

B. If City or a contractor operating under the direction of City performs any activity, such as, but not limited to: splicing, accesses splice cases, or performs any other procedure that could accidentally disrupt the passage of light in the Fibers or otherwise directly impact the ICN's designated fibers, the activity must be preplanned five (5) working days in advance and performed during established ICN Maintenance Windows (normally midnight - 6 AM.) City shall call the ICN Service Desk at 515-725-4400 or 1-800-572-3940 to establish all maintenance windows. City may modify its designated Dark Fiber by splicing, terminating, or otherwise extending its facilities. The five working day notice does not apply to emergency repairs.

C. Cable damage or fiber cuts are designated as "interruptions of service" and must be acknowledged by City within 30 minutes of notification by the ICN Service Desk. Service restoration standards as follows must be met. Timeframes beginning with notification or knowledge of outage are not to exceed:

- |  |                 |
|--|-----------------|
| A. Technicians on site of suspected fiber cut        | Two (2) hours   |
| B. Identification of cut location and damaged fibers | Four (4) hours  |
| C. First fiber is restored                           | Six (6) hours   |
| D. All fibers spliced and all services restored      | Eight (8) hours |

- D. If City or a City authorized contractor is unable to restore service to the ICN designated fiber within the time frames listed above, City will grant the ICN reasonable access for ICN and/or ICN authorized contractors to restore the interrupted service.
- The parties understand and acknowledge the following:
    - Due to restrictions within Iowa Code and ICN administrative rules, ICN is unable to provide services to those that are not identified as an authorized user. Pursuant to IAC 751-17.4(8D) ICN is able to provide repair and restoration services to the City shared duct and allocated fiber.
    - The ICN is restricted from providing repair or restoration services to other duct/fiber that the ICN is not a party to or located within.
    - ICN will not provide any repair or restoration services on duct that houses any electrical cables within.
- E. The ICN and City shall proportionally share costs as they relate to, but not limited to, moves, adds, changes, upgrades, relocations, emergency repairs, etc. that are or may be required in order to maintain proper operation of the fiber and conduit pathway. The City and ICN will share the costs associated with relocations based on the following:
- Replacement and/or Repair of the ICN occupied conduit and related infrastructure – 50/50 split
  - Replacement and/or Repair of the 72 count fiber cable shall be based upon the proportionate share of allocated fibers; initially the City will be allocated 12 fibers.
    - Any requests for access to the fiber cable will be at the cost of the requestor.
  - If conduit and or cable relocates of the fiber are at the request or requirement of City or ICN, the requesting/requiring Party shall obtain the other party's approve of the changes and confirmation that they will share costs as agreed to by the parties.
  - If the fiber must be moved or altered at the request or requirement of a third party, and if the cost is unable to be recovered from the third party, the cost shall be shared proportionally between the ICN and City.
  - If City allocates some of their fibers to other entities, it shall be City responsibility to collect the fair/proportional share of costs for relocates and/or repairs from those entities.

COMPENSATION: No fees will be exchanged between the Parties for use of the conduit, installation of cable and initial splicing of the cable.

## APPENDIX 1

### Designated Route and Fiber Assignment Matrix with Responsibilities

#### DESCRIPTION OF ROUTE & FIBER ASSIGNMENTS:

Windsor Heights (City) Responsibilities/Ownership: The City has provided access to existing conduit pathways, handhole/manhole structures, and cabinets for the installation of the fiber optic cable segments. For the segments utilized for the installation of the joint use fiber optic cable the following applies:

- A. Non-Recurring Conduit or Fiber Fee: N/A
- B. Annual Maintenance Fee: N/A
- C. Non-Recurring Installation Charges: N/A
- D. Collocation Required: N/A
- E. Locate Responsibility: ICN for joint use fiber optic cable segments. Windsor Heights for all other segments.
- F. Maintenance Responsibility: Windsor Heights for the conduit pathway including, handhole/manhole structures and cabinets.
- G. Emergency Maintenance Responsibility: Windsor Heights for the conduit pathway including, handhole/manhole structures and cabinets.
- H. Relocation Responsibility:
  - a. Windsor Heights and ICN will coordinate on any required relocations projects and engineering designs.
  - b. Windsor Heights will be responsible for the engineering design and installation of the conduit, handhole/manholes structures and cabinets related to relocations.
  - c. The ICN will be responsible for the engineering design and installation of the joint use fiber optic cable and splicing.
  - d. Cost Sharing: Will be proportionally shared per Schedule A.1, section E.
- I. Term: Coterminous with the Master Agreement

City Conduit Ownership: City will own and maintain the network facilities such as conduit/duct, handhole/manholes, cabinets, etc. related to the fiber optic run identified in the attached PDFs.

ICN Responsibilities/Ownership: The ICN coordinated, provided and installed the fiber optic cable for the segments listed below. For the segments utilized for the installation of the joint use fiber optic cable the following applies:

- A. Non-Recurring Fiber Fee: N/A
- B. Annual Maintenance Fee: N/A
- C. Non-Recurring Installation Charges: N/A
- D. Collocation Required: N/A
- E. Locate Responsibility: ICN for joint use fiber optic cable segments.
- F. Maintenance Responsibility: ICN for joint use fiber optic cable segments.
- G. Emergency Maintenance Responsibility: ICN for joint use fiber optic cable segments.
- H. Relocation Responsibility:
  - a. Windsor Heights and ICN will coordinate on any required relocations projects and engineering designs.
  - b. Windsor Heights will be responsible for the engineering design and installation of the conduit, handhole/manholes structures and cabinets related to relocations.
  - c. The ICN will be responsible for the engineering design and installation of the joint use fiber optic cable and splicing.
  - d. Cost Sharing: Will be proportionally shared per Schedule A.1, section E.
- I. Term: Coterminous with the Master Agreement

ICN Fiber Ownership: ICN will own and maintain the 72 count fiber optic cable installed within the City duct as detailed within this Agreement.

Fiber Segments	ICN Fibers	City Allocated Fibers
A: 72 Fiber (ICN Links 2023/2023A) University Ave – from NW 73 <sup>rd</sup> St to NW 63 <sup>rd</sup> St	60	12
B: 72 Fiber (ICN Link 2045) NW 73 <sup>rd</sup> St – from Center St to University Ave	60	12
C: 72 Fiber (ICN Link 2046) NW 73 <sup>rd</sup> St – from University Ave to Bellaire Ave	60	12
D: 72 Fiber (ICN Link 2030) NW 73 <sup>rd</sup> St – from Bellaire Ave to Hickman Road	60	12
E: 72 Fiber (ICN Link 2030) Hickman Rd – from NW 73 <sup>rd</sup> St to NW 80 <sup>th</sup> St	60	12

Sheath Identifier	Tube/Stand Identifier	Fiber Assignment
72 Strand Single Mode Sheath	Blue	ICN
	Orange	ICN
	Green	ICN
	Brown	City (Fibers 37- 48)
	Slate	ICN
	White	ICN

## **APPENDIX 2**

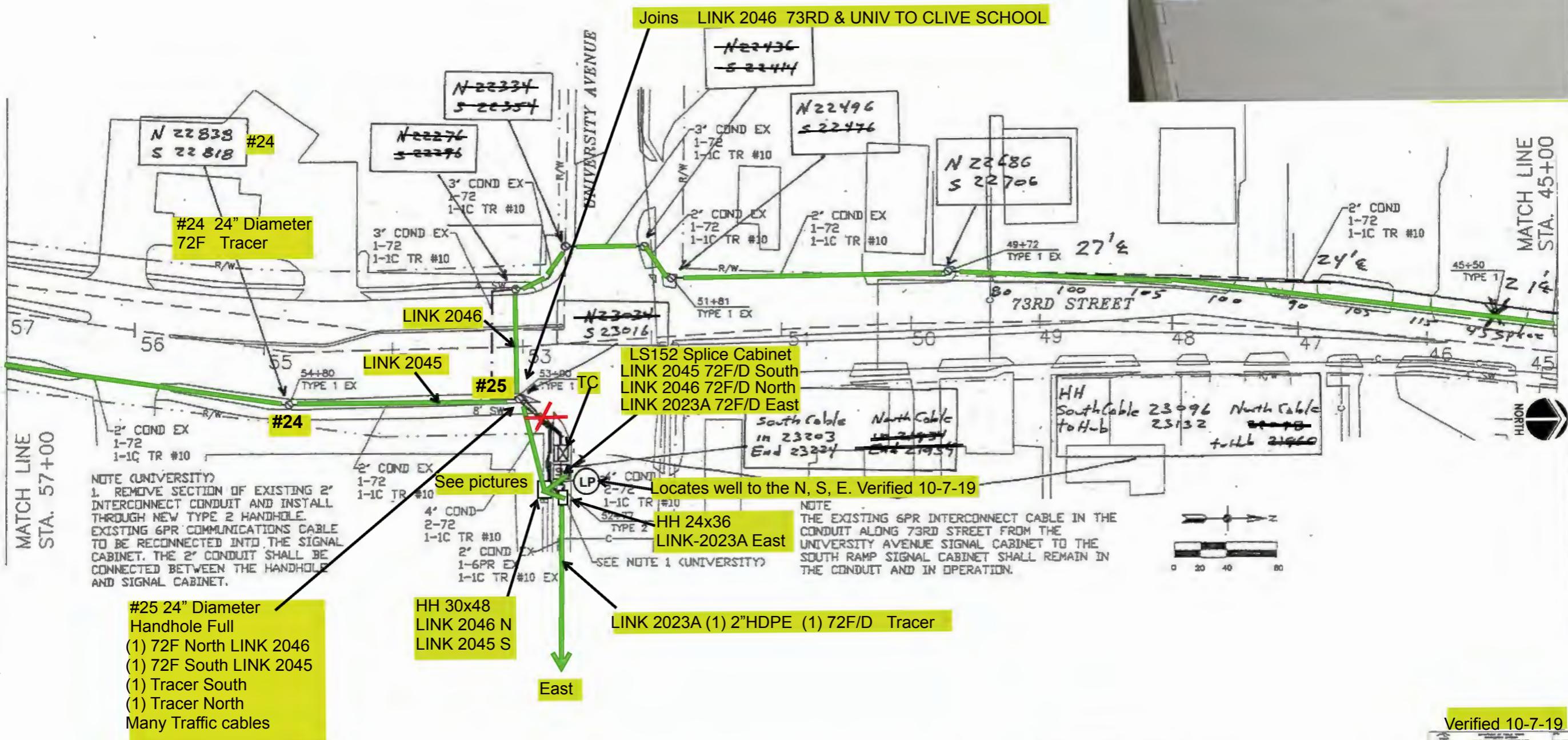
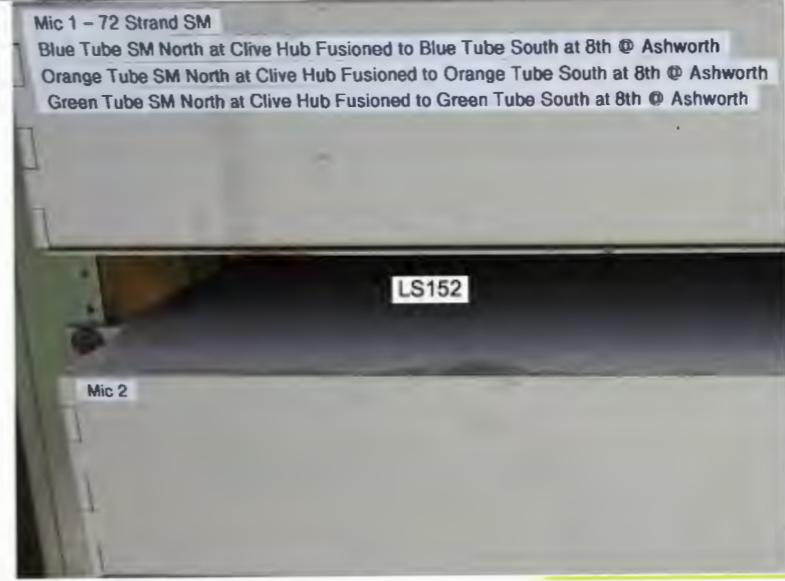
### **Route Overview Drawings**

Maps detailing the Designated Route and Fiber Assignment shall be created and included for both City and ICN responsibilities and added as needed or as the network facilities are revised or augmented.

Attached are the initial As-builts which provide cable routes and fiber access points.

- Link 2023 & 2023A 77193107 73<sup>rd</sup> & Univ to 63<sup>rd</sup> & Univ 11-8-19 ok f.pdf
- Link 2030 (North end) 77193107 Clive School to 7900 Hickman 10-30 GC.pdf
- Link 2045 77193107 8<sup>th</sup> & I-235 to 73<sup>rd</sup> & Univ 10-30 GC.pdf
- Link 2046 (South end) 77193107 73<sup>rd</sup> & Univ to Clive School 10-30 F.pdf

LINK 2023A and 2023 - 73rd and University to 63rd and University



Joins LINK 2046 73RD & UNIV TO CLIVE SCHOOL

#24 24" Diameter 72F Tracer

LINK 2045

LS152 Splice Cabinet  
LINK 2045 72F/D South  
LINK 2046 72F/D North  
LINK 2023A 72F/D East

Locates well to the N, S, E. Verified 10-7-19

HH 24x36  
LINK-2023A East

LINK 2023A (1) 2"HDPE (1) 72F/D Tracer

NOTE (UNIVERSITY)  
1. REMOVE SECTION OF EXISTING 2' INTERCONNECT CONDUIT AND INSTALL THROUGH NEW TYPE 2 HANDHOLE. EXISTING 6PR COMMUNICATIONS CABLE TO BE RECONNECTED INTO THE SIGNAL CABINET. THE 2' CONDUIT SHALL BE CONNECTED BETWEEN THE HANDHOLE AND SIGNAL CABINET.

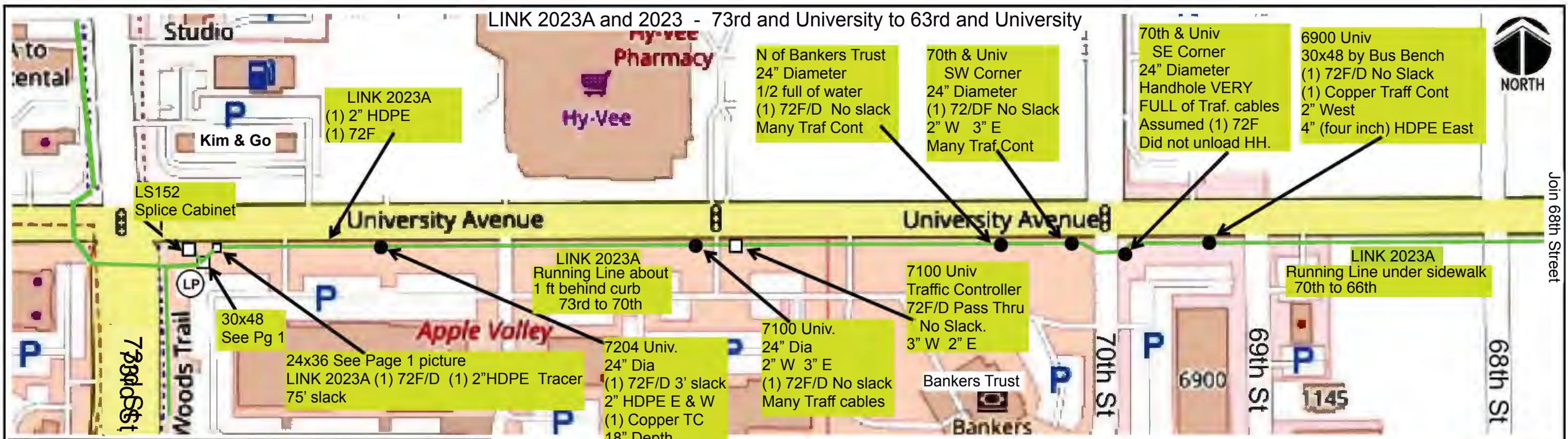
#25 24" Diameter Handhole Full  
(1) 72F North LINK 2046  
(1) 72F South LINK 2045  
(1) Tracer South  
(1) Tracer North  
Many Traffic cables

HH 30x48  
LINK 2046 N  
LINK 2045 S

Note: 9/30/03 Per J.D. install Rope 53+00 to Signal Cabinet  
No Need for Extra Conduit

Verified 10-7-19

PROJECT		VELOCITY PHASE 2	
73RD STREET - CLIVE ELEMENTARY TO SOUTH RAMP 1-288			
DATE	BY	CHK	AT DESK
2013-08-02	JVE	AL	AL



Mic 1 - 72 Strand SM  
 Blue Tube SM North at Clive Hub Fused to Blue Tube South at 8th @ Ashworth  
 Orange Tube SM North at Clive Hub Fused to Orange Tube South at 8th @ Ashworth  
 Green Tube SM North at Clive Hub Fused to Green Tube South at 8th @ Ashworth



Other entities old locate marks and handholes observed along University.  
 UPN ANS WS MCI CL Water  
 Stm Sewer Gas Power Street Light

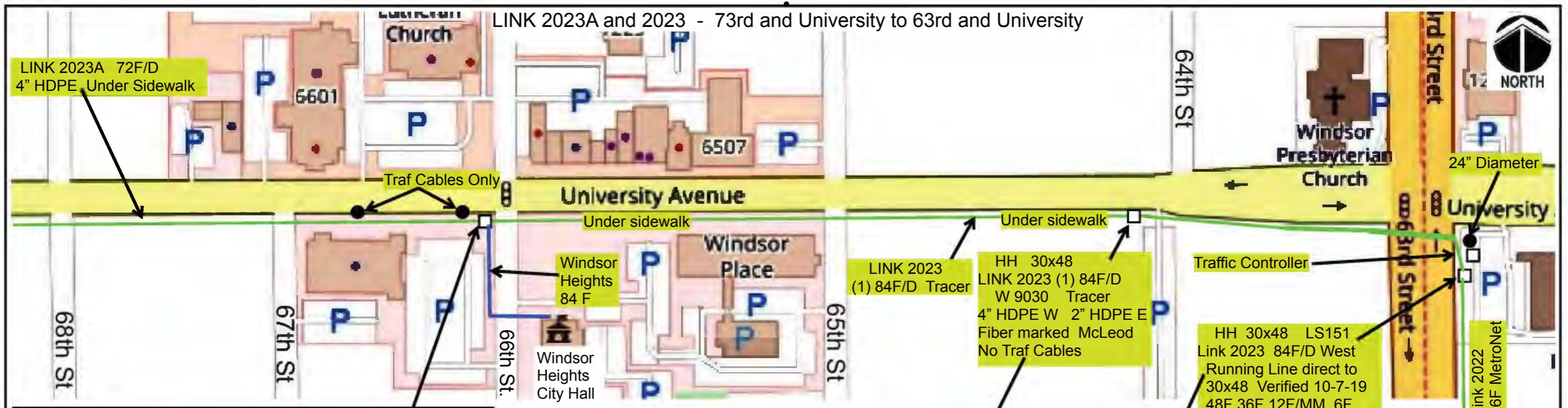


Verified 10-7-19

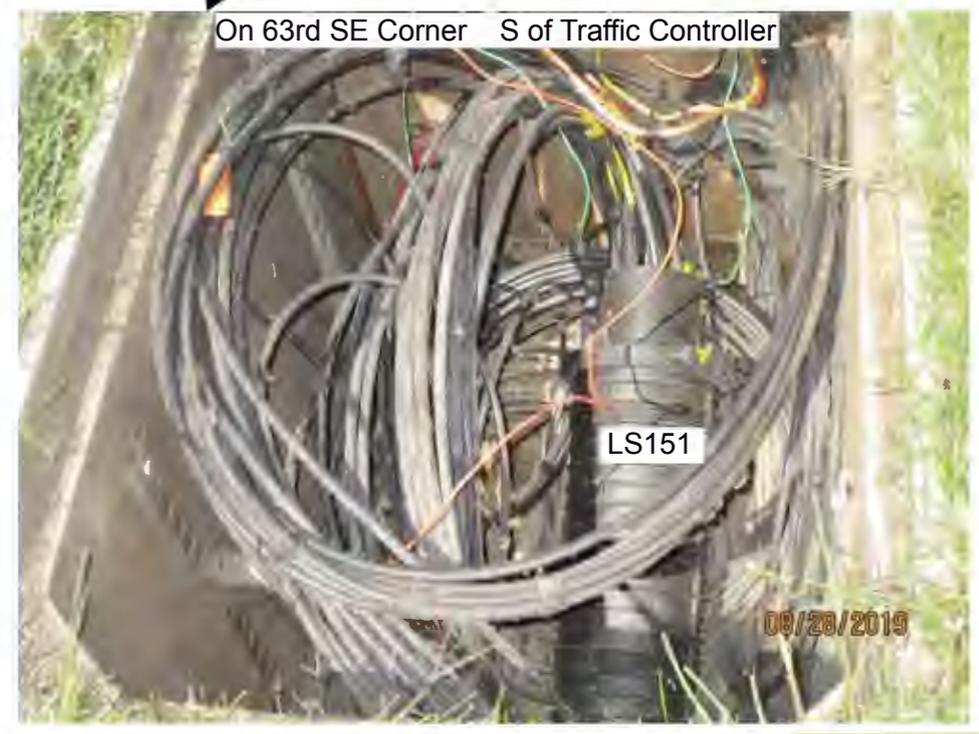
1	Research	10-19-19	5	
2			6	
3			7	
4			8	

Page 72 of 165  
 Page 2 of 3

LINK 2023A and 2023 - 73rd and University to 63rd and University



LS151A 30x48  
 LINK 2023A (1) 72F West  
 LINK 2023 (1) 84F/D East & South  
 Fiber Splice  
 Copper Traf Cont  
 4" (six inch) west  
 4" East  
 2" South



Verified 10-7-19

1	Research	10-19-19	5
2			6
3			7
4			8

JOINS LINK 2046 73rd & University to Clive School

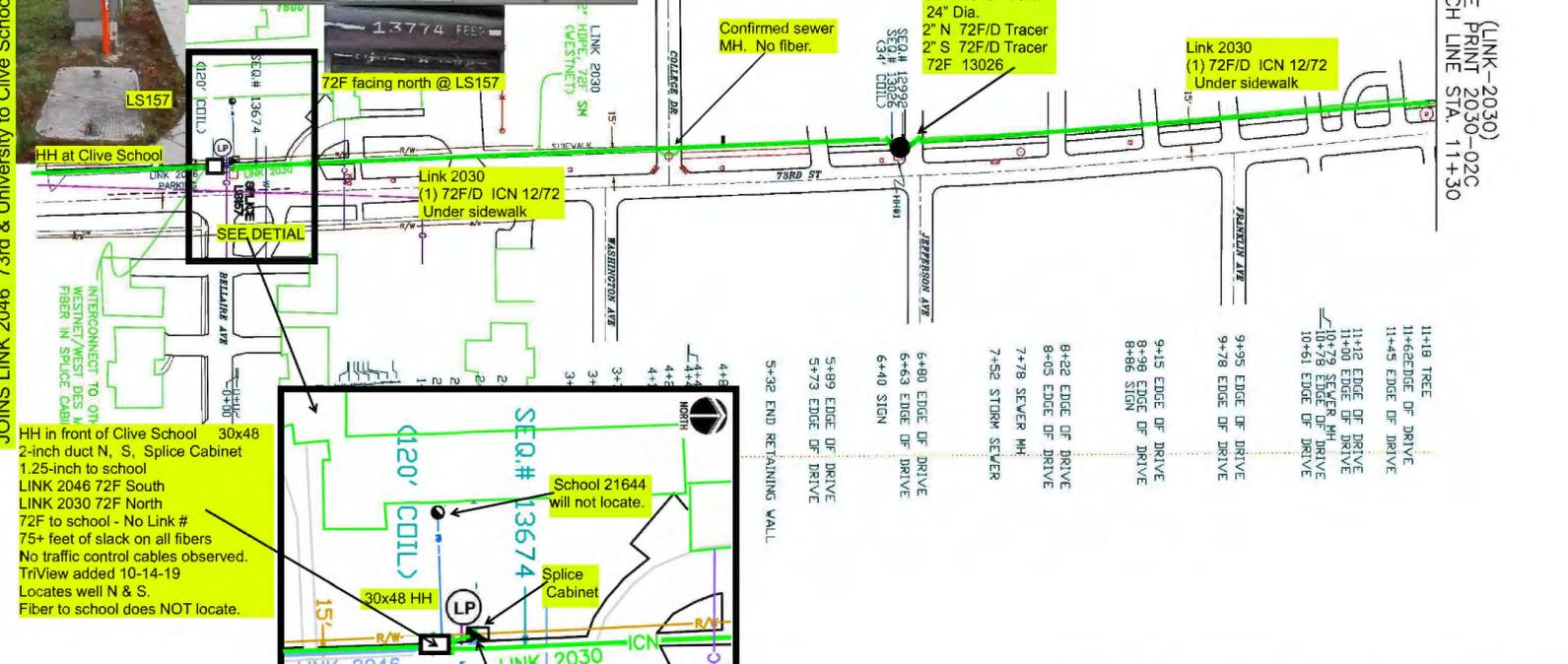
LS157 in Traffic type cabinet in front of Clive School

Mic 1 - 72 Strand SM  
Blue Tube from South at 73rd @ University Fused to Blue Tube in School  
Blue Tube from West at Crestview Hub Fused to Brown Tube from School  
White Tube from North 22nd @ University Fused to White Tube South at 73rd @ University

Mic 2 - 72 Strand SM  
Dead Spare Tubes from North, South, and from School

# LINK 2030 Clive School 1600 73rd to 7900 Hickman

SEE PRINT LINK-2030-02C  
MATCH LINE STA. 11+30

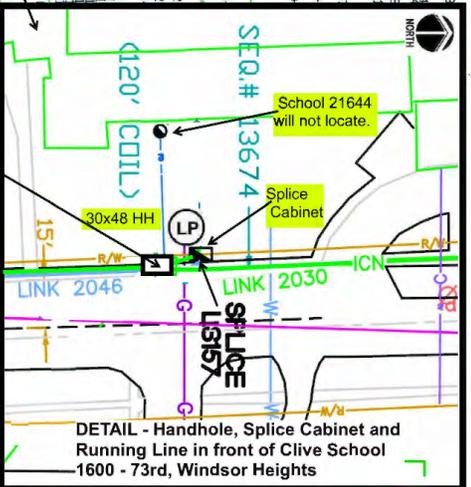


LS157

HH at Clive School

SEE DETAIL

HH in front of Clive School 30x48  
2-inch duct N, S, Splice Cabinet  
1.25-inch to school  
LINK 2046 72F South  
LINK 2030 72F North  
72F to school - No Link #  
75+ feet of slack on all fibers  
No traffic control cables observed.  
TriView added 10-14-19  
Locates well N & S.  
Fiber to school does NOT locate.



DETAIL - Handhole, Splice Cabinet and Running Line in front of Clive School 1600 - 73rd, Windsor Heights

- 5+32 END RETAINING WALL
- 5+89 EDGE OF DRIVE
- 5+73 EDGE OF DRIVE
- 6+40 SIGN
- 6+63 EDGE OF DRIVE
- 6+80 EDGE OF DRIVE
- 7+22 STORM SEWER
- 7+79 SEWER MH
- 8+05 EDGE OF DRIVE
- 8+22 EDGE OF DRIVE
- 8+98 EDGE OF DRIVE
- 8+86 SIGN
- 9+15 EDGE OF DRIVE
- 9+98 EDGE OF DRIVE
- 9+78 EDGE OF DRIVE
- 9+95 EDGE OF DRIVE
- 11+19 TREE
- 11+62 EDGE OF DRIVE
- 11+45 EDGE OF DRIVE
- 11+12 EDGE OF DRIVE
- 11+00 EDGE OF DRIVE
- 10+78 STORM MH
- 10+61 EDGE OF DRIVE

APPROX. SCALE: 1"=100'

Verified 10-7-19

**IOWA COMMUNICATIONS NETWORK**

W-4 RAILROAD AVE. CAMP DODGE JOHNSTON, IA 50131

NO.	ISSUE	DATE	ICN © 2006, COPY WITH PERMISSION
1	PRELIM	9-9-03	
2	AS-BUILT	11-24-03	
3	AS-BUILT REV.	12-30-03	
4	REV. (LINK SPLIT AT LS135)	6-10-04	LINK 2030
5	RENAMED 1181 to 2030	8-25-04	
6			
7			
8			

SCALE: 1"=100' SIZE: 8

DWG 2030-01C (des-mgines) ORIGIN APPROV

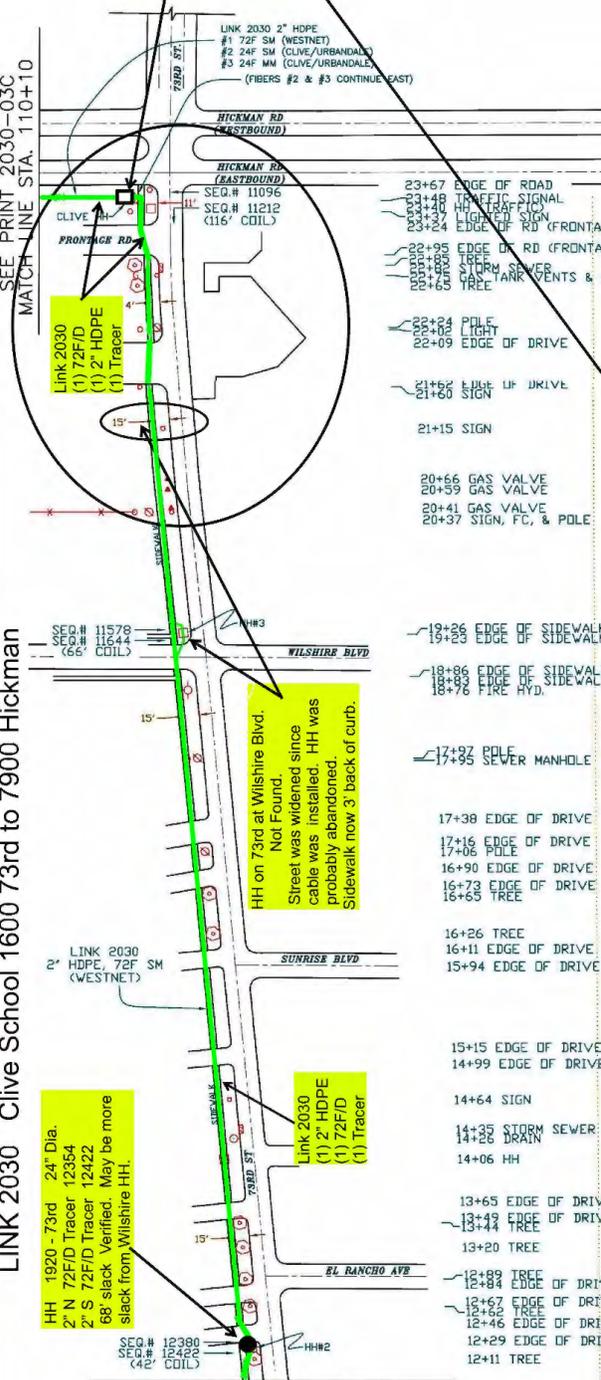


SEE PRINT 2030-03C  
(LINK-2030)  
MATCH LINE STA. 110+10

LINK 2030 Clive School 1600 73rd to 7900 Hickman

HH 1920 - 73rd 24" Dia.  
2" N 72F/D Tracer 12354  
2" S 72F/D Tracer 12422  
68' slack Verified. May be more  
slack from Wilshire HH.

73rd & Hickman  
SW Corner  
2" S 2" W ?? E  
24X36  
72F/D 11110 ft pic  
100' slack  
City fibers spliced  
72F Not in case  
HH is FULL



MATCH LINE STA. 11+30  
SEE PRINT 2030-01C  
(LINK-2030)

HH on 73rd at Wilshire Blvd.  
Not Found.  
Street was widened since  
cable was installed. HH was  
probably abandoned.  
Sidewalk now 3' back of curb.

- 23+67 EDGE OF ROAD
- 23+46 TRAFFIC SIGNAL
- 23+40 LIGHTED SIGN
- 23+24 EDGE OF RD (FRONTAGE)
- 22+95 EDGE OF RD (FRONTAGE) & LIGHT
- 22+80 TREE
- 22+65 STORM SEWER
- 22+65 CAST IRON VENTS & SIGN
- 22+50 POLE
- 22+09 LIGHT
- 22+09 EDGE OF DRIVE
- 21+67 LIGHT UP DRIVE
- 21+60 SIGN
- 21+15 SIGN
- 20+66 GAS VALVE
- 20+59 GAS VALVE
- 20+41 GAS VALVE
- 20+37 SIGN, FC, & POLE
- 19+26 EDGE OF SIDEWALK
- 19+23 EDGE OF SIDEWALK
- 18+86 EDGE OF SIDEWALK
- 18+78 FIRE HYD.
- 17+82 POLE
- 17+82 SEWER MANHOLE
- 17+38 EDGE OF DRIVE
- 17+16 EDGE OF DRIVE
- 17+06 POLE
- 16+90 EDGE OF DRIVE
- 16+73 EDGE OF DRIVE
- 16+65 TREE
- 16+26 TREE
- 16+11 EDGE OF DRIVE
- 15+94 EDGE OF DRIVE
- 15+15 EDGE OF DRIVE
- 14+99 EDGE OF DRIVE
- 14+64 SIGN
- 14+35 STORM SEWER
- 14+28 DRAIN
- 14+06 HH
- 13+65 EDGE OF DRIVE
- 13+49 EDGE OF DRIVE
- 13+44 TREE
- 13+20 TREE
- 12+89 TREE
- 12+84 EDGE OF DRIVE
- 12+67 EDGE OF DRIVE
- 12+60 TREE
- 12+46 EDGE OF DRIVE
- 12+29 EDGE OF DRIVE
- 12+11 TREE



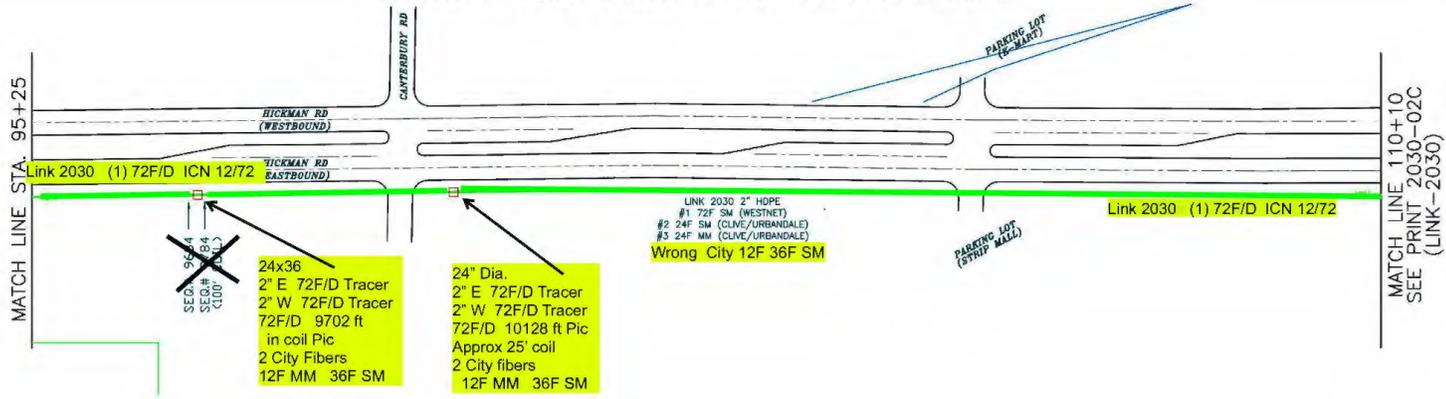
Handhole on SW corner of 73rd and Hickman

APPROX. SCALE: 1" = 100'

IOWA COMMUNICATIONS NETWORK

W-4 RAILROAD AVE. CAMP DODGE		JOHNSTON, IA 50131	
NO.	DATE	ISSUE	BY
1	9-8-03	PRELIM	MMH @ 2006, COPY WITH PERMISSION
2	12-2-03	AS-BUILT REV	SCALE 1"=100'
3	12-29-03	AS-BUILT REV	SIZE B
4	8-10-04	REV. LINK SHUT AT LS135	LINK 2030
5	8-25-04	REMOVED 1181 TO 2030	
6	8-25-04		
7			
8			

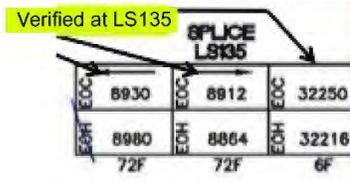
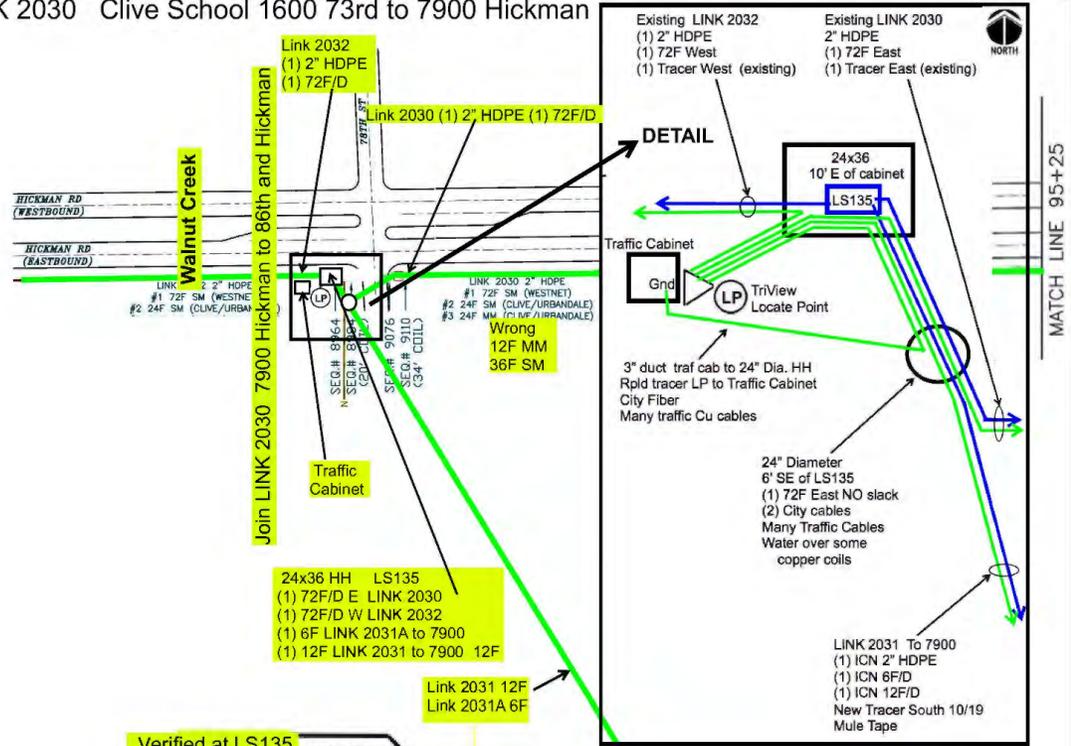
LINK 2030 Clive School 1600 73rd to 7900 Hickman



Verified 10-7-19

			<b>IOWA COMMUNICATIONS NETWORK</b>	
1	ISSUE	DATE	ICN © 2006, COPY WITH PERMISSION	
2	PRELIM	9-8-03		
3	AS-BUILT	11-24-03		
4	AS-BUILT REV.	12-30-03		
5	AS-BUILT REV. (LS135)	6-10-04		
6	RENAMED 1181 TO 2030			
7				
8				
			SCALE: 1"=100'	SIZE: B
			LINK 2030	
			DWG 2030-03C (designed) ORIGIN APPROV 10/10/06	

# LINK 2030 Clive School 1600 73rd to 7900 Hickman



To 7900 Hickman

APPROX. SCALE: 1"=100'

Verified 10-7-19

**IOWA COMMUNICATIONS NETWORK**

W-4 RAILROAD AVE. CAMP DODGE  
JOHNSTON, IA 50131

NO.	ISSUE	DATE
1	PRELIM	9-9-03
2	AS-BUILT	11-24-03
3	AS-BUILT REV.	12-30-03
4	AS-BUILT REV. (LS135)	6-10-04
5	RENAMED 1181 TO 2030	
6		
7		
8		

ICN © 2006, COPY WITH PERMISSION

SCALE: 1"=100' SIZE: B

LINK 2030

DWG 2030-030 (last revision) C

DESIGN APPROV

**LINK 2045 LS168A 8th & I-235 to 73rd and University**

HH#1 30x48 LS168A  
LINK 2045 (1) 72F  
N 18918 2" HDPE, Tracer,  
Routes W of Traf Cab.  
Does not enter TC.

LINK 2045B (1) ICN 12F

New TrView and Tracer to  
HH #2 10-19.



HH #2



HH #3



HH #5



HH #6



HH #1  
LS168A  
LINK 2045

#2 24" Dia.  
2" N 72F/D Tracer  
2" S 72F/D Tracer  
Many TC Cables  
72F/D 18946 ft. HH is full  
2" HDPE w/ only 72F &  
new tracer to HH #1

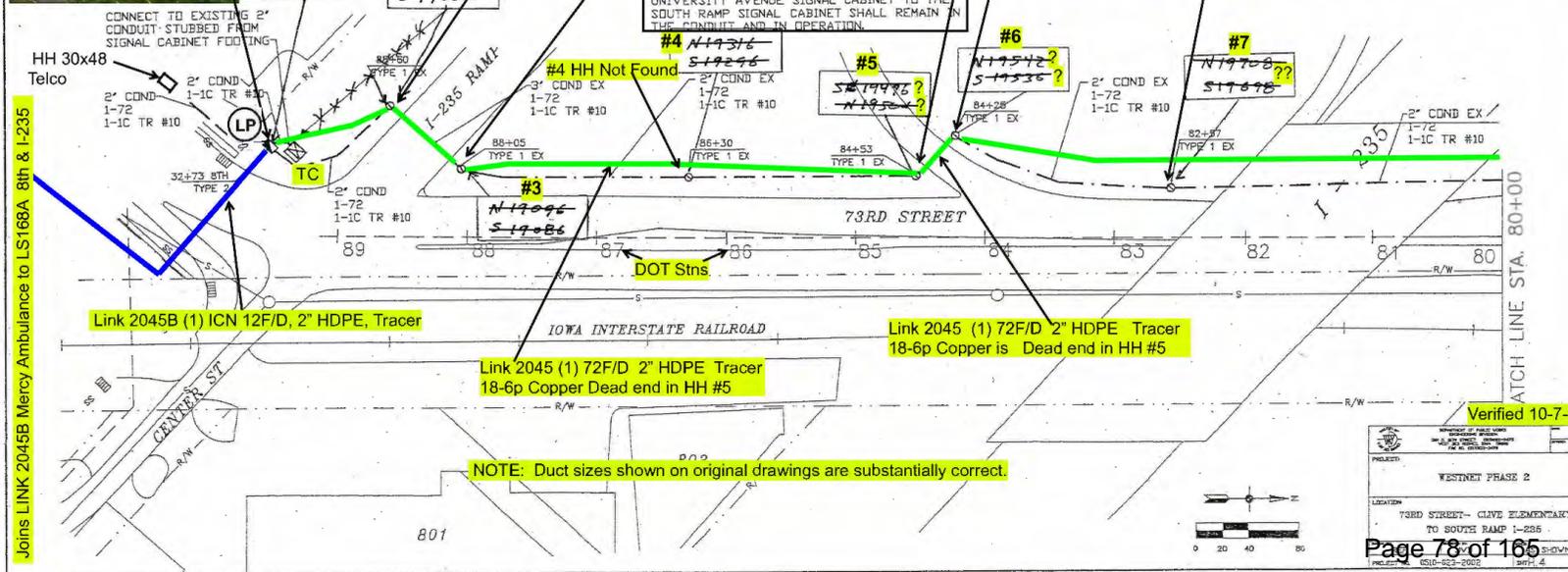
#3 24" Dia.  
Many TC cables  
HH Full  
72F Not observed  
Ducts not observed  
Slack on 72F unknown

#5 24" Dia.  
2" N 72F/D Tracer  
2" S 72F/D Tracer 19422  
18-6p Cu dead end here  
10' or less fiber slack

#6 24" Dia.  
2" N 72F/D Tracer  
2" S 72F/D Tracer  
2" West w/ loose tracer  
72F/D Footage @ splice  
N 19502 S 19480 pic  
25' or less fiber slack  
18-6p Copper N & S

#7 24" Dia.  
2" HDPE N & S  
Handhole completely empty.

NOTE: This 6pr cable dead end in HH #5  
1. THE EXISTING 6PR INTERCONNECT CABLE IN  
THE CONDUIT ALONG 73RD STREET FROM THE  
UNIVERSITY AVENUE SIGNAL CABINET TO THE  
SOUTH RAMP SIGNAL CABINET SHALL REMAIN IN  
THE CONDUIT AND IN OPERATION.



Joins LINK 2045B Mercy Ambulance to LS168A 8th & I-235

Link 2045B (1) ICN 12F/D, 2" HDPE, Tracer

Link 2045 (1) 72F/D 2" HDPE Tracer  
18-6p Copper Dead end in HH #5

Link 2045 (1) 72F/D 2" HDPE Tracer  
18-6p Copper is Dead end in HH #5

NOTE: Duct sizes shown on original drawings are substantially correct.

Verified 10-7-19

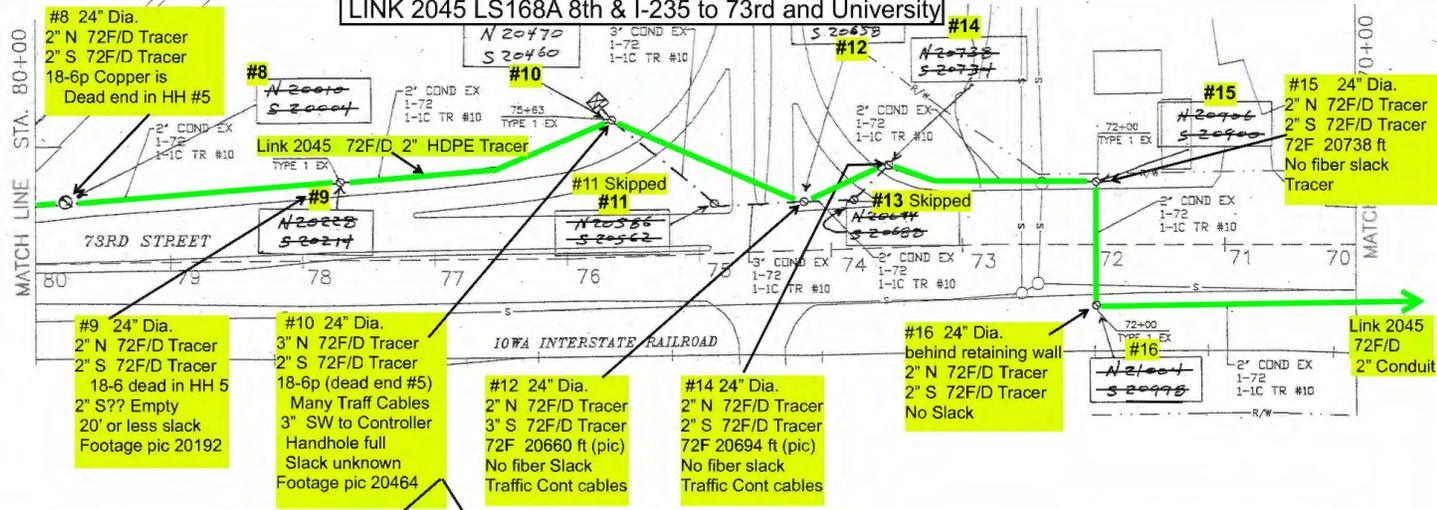
PROJECT: WESTNET PHASE 2

LOCATION: 73RD STREET - CLAYE ELEMENTARY  
TO SOUTH RAMP I-235

Page 78 of 166

0 20 40 80

**LINK 2045 LS168A 8th & I-235 to 73rd and University**



#8 24" Dia.  
2" N 72F/D Tracer  
2" S 72F/D Tracer  
18-6p Copper is  
Dead end in HH #5

Link 2045 72F/D 2" HDPE Tracer

#9 24" Dia.  
2" N 72F/D Tracer  
2" S 72F/D Tracer  
18-6 dead in HH 5  
2" S?? Empty  
20' or less slack  
Footage pic 20192

#10 24" Dia.  
3" N 72F/D Tracer  
2" S 72F/D Tracer  
18-6p (dead end #5)  
Many Traff Cables  
3" SW to Controller  
Handhole full  
Slack unknown  
Footage pic 20464

#12 24" Dia.  
2" N 72F/D Tracer  
3" S 72F/D Tracer  
72F 20660 ft (pic)  
No fiber Slack  
Traffic Cont cables

#14 24" Dia.  
2" N 72F/D Tracer  
2" S 72F/D Tracer  
72F 20694 ft (pic)  
No fiber slack  
Traffic Cont cables

#16 24" Dia.  
behind retaining wall  
2" N 72F/D Tracer  
2" S 72F/D Tracer  
No Slack

#15 24" Dia.  
2" N 72F/D Tracer  
2" S 72F/D Tracer  
72F 20738 ft  
No fiber slack  
Tracer

Link 2045  
72F/D  
2" Conduit



#10 Possible Locate Station



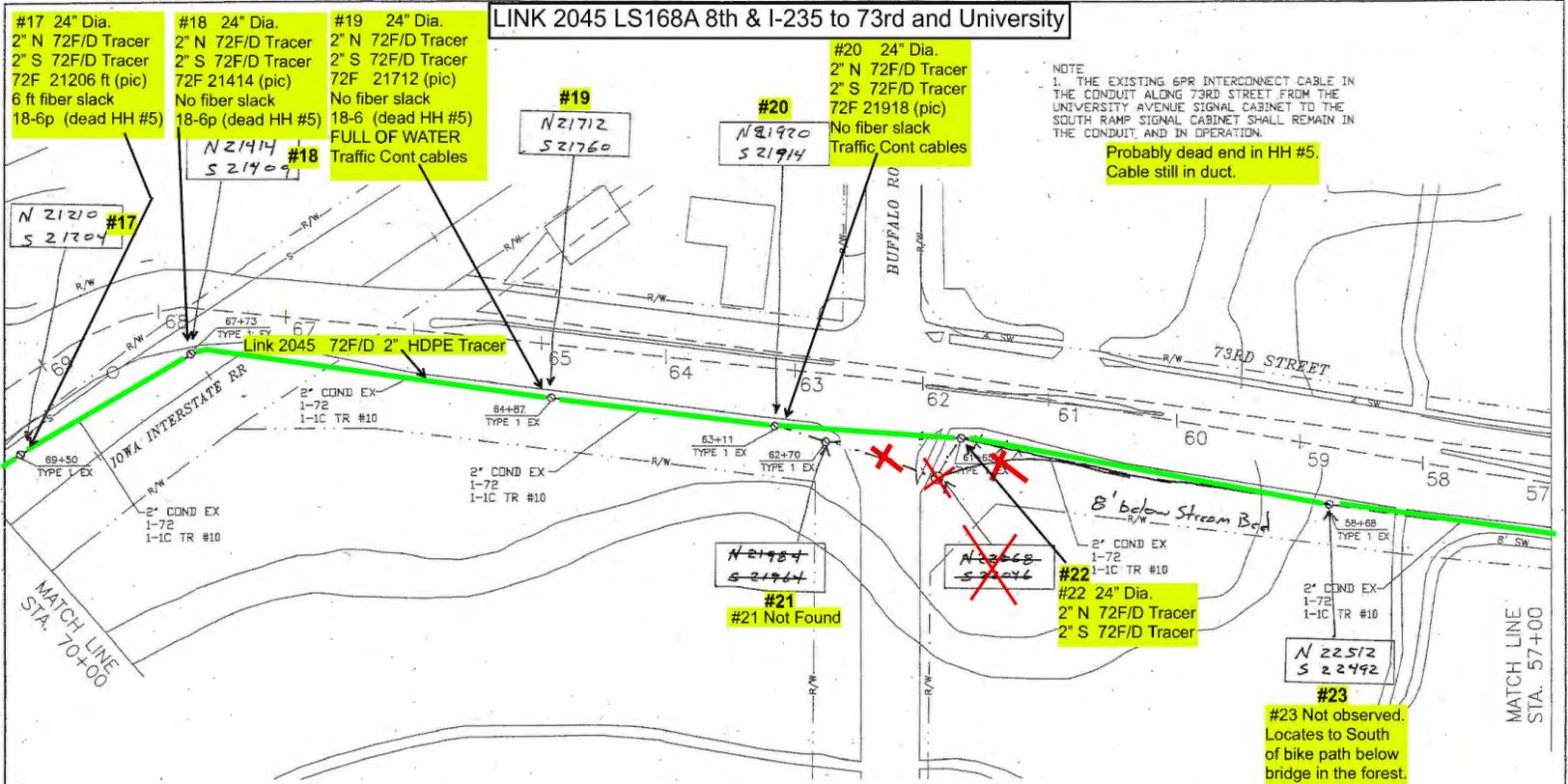
NOTE: Duct sizes shown on original drawings are substantially correct.

Verified 10-7-19



<b>WESTNET PHASE 2</b>	
LOCATION 73RD STREET - CLAYE ELEMENTARY TO SOUTH RAMP I-235	
<b>Page 79 of 165</b>	
PROJECT	DATE
SCALE	BY

LINK 2045 LS168A 8th & I-235 to 73rd and University



NOTE  
 1. THE EXISTING 6PR INTERCONNECT CABLE IN THE CONDUIT ALONG 73RD STREET FROM THE UNIVERSITY AVENUE SIGNAL CABINET TO THE SOUTH RAMP SIGNAL CABINET SHALL REMAIN IN THE CONDUIT AND IN OPERATION.

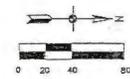
Probably dead end in HH #5.  
 Cable still in duct.

NOTE: Duct sizes shown on original drawings are substantially correct.

This note NOT does not appear to be applicable to 72F route

10/6/03 Bore 360' Bridge Fitting Bad

Verified 10-7-19



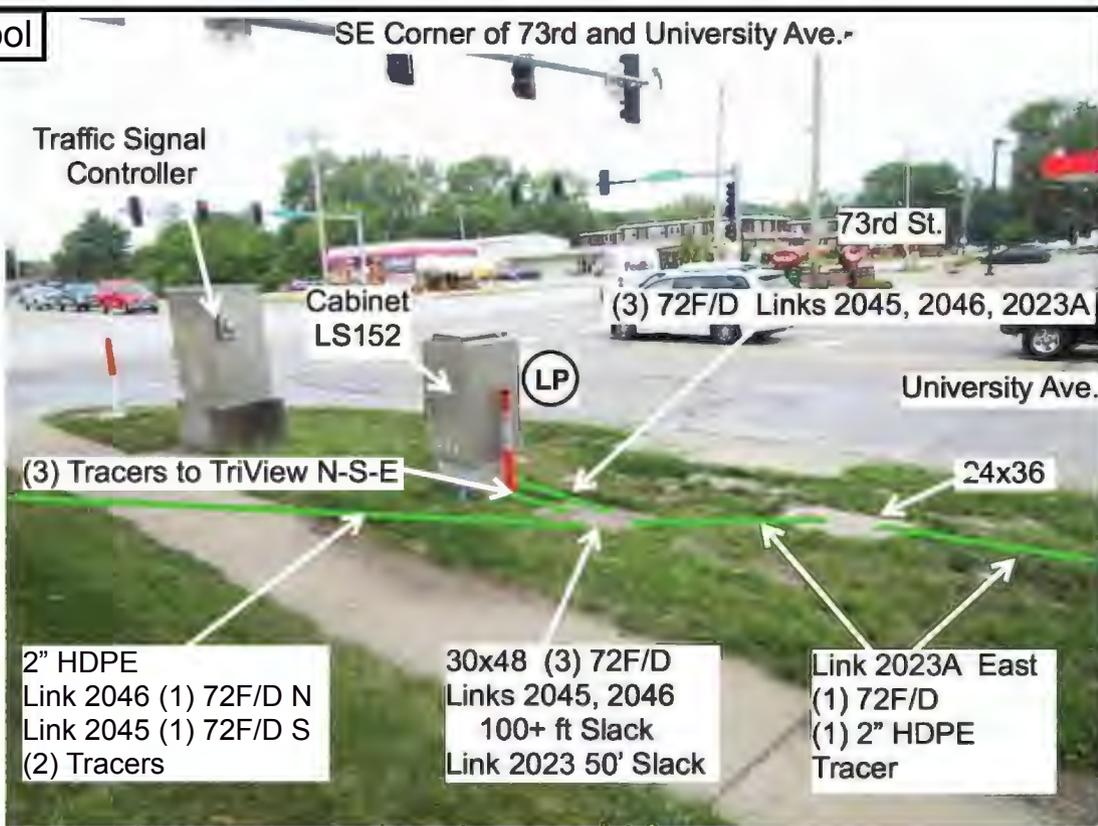
PROJECT: WESTNET PHASE 2	
LOCATION: 73RD STREET - CLAYE ELEMENTARY TO SOUTH RAMP I-235	
PROJECT NO. 0515-023-0002 SHEET NO. 0515-023-0002-013	



Mic 1 - 72 Strand SM  
 Blue Tube SM North at Clive Hub Fused to Blue Tube South at 8th @ Ashworth  
 Orange Tube SM North at Clive Hub Fused to Orange Tube South at 8th @ Ashworth  
 Green Tube SM North at Clive Hub Fused to Green Tube South at 8th @ Ashworth



LINK 2046 - 73rd and University To Clive School



On 73rd @ Univ SE corner 24" Diameter  
 LINK 2046 (1) 72F/D North  
 LINK 2045 (1) 72F/D South  
 Full of Traf cables  
 New N & S tracers to LP 10-19

On 73rd @ Univ SW corner 24" Dia  
 LINK 2046 72F/D N 7204 S 7220 S Pic  
 Many TC cables

On Univ @ 73rd SW corner 24" Dia  
 (1) 3" North (1) 3" South  
 LINK 2046 72F/D N 7112 S 7124 Pic

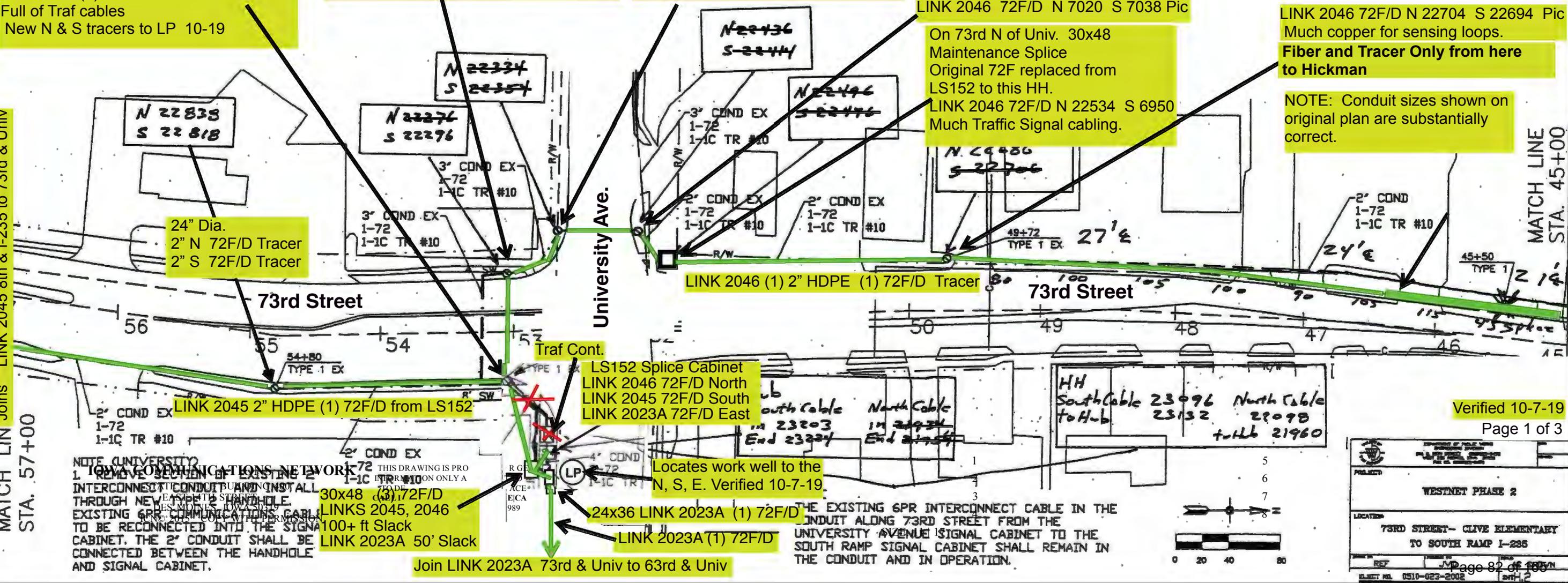
On Univ @ 73rd NW corner 24" Dia  
 (1) 2" North (1) 3" South (1) 2" East  
 LINK 2046 72F/D N 7020 S 7038 Pic

LINK 2046 72F/D N 22704 S 22694 Pic  
 Much copper for sensing loops.  
**Fiber and Tracer Only from here to Hickman**

NOTE: Conduit sizes shown on original plan are substantially correct.

MATCH LINE LINK 2045 8th & I-235 to 73rd & Univ STA. 57+00

MATCH LINE STA. 45+00



NOTE: UNIVERSITY COMMUNICATIONS NETWORK THIS DRAWING IS PRO...  
 1. REMOVE CONDUIT FROM EXISTING...  
 2. INTERCONNECT CONDUIT AND INSTALL...  
 THROUGH NEW TYPE 1 STRAPHOLE...  
 EXISTING 6PR COMMUNICATIONS CABLE...  
 TO BE RECONNECTED INTO THE SIGNAL...  
 CABINET. THE 2" CONDUIT SHALL BE...  
 CONNECTED BETWEEN THE HANDHOLE...  
 AND SIGNAL CABINET.

LS152 Splice Cabinet  
 LINK 2046 72F/D North  
 LINK 2045 72F/D South  
 LINK 2023A 72F/D East

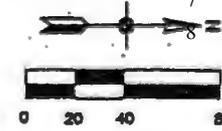
Locates work well to the N, S, E. Verified 10-7-19.

30x48 (3) 72F/D LINKS 2045, 2046 100+ ft Slack  
 LINK 2023A 50' Slack

24x36 LINK 2023A (1) 72F/D  
 LINK 2023A (1) 72F/D

Join LINK 2023A 73rd & Univ to 63rd & Univ

THE EXISTING 6PR INTERCONNECT CABLE IN THE...  
 INDUIT ALONG 73RD STREET FROM THE...  
 UNIVERSITY AVENUE SIGNAL CABINET TO THE...  
 SOUTH RAMP SIGNAL CABINET SHALL REMAIN IN...  
 THE CONDUIT AND IN OPERATION.

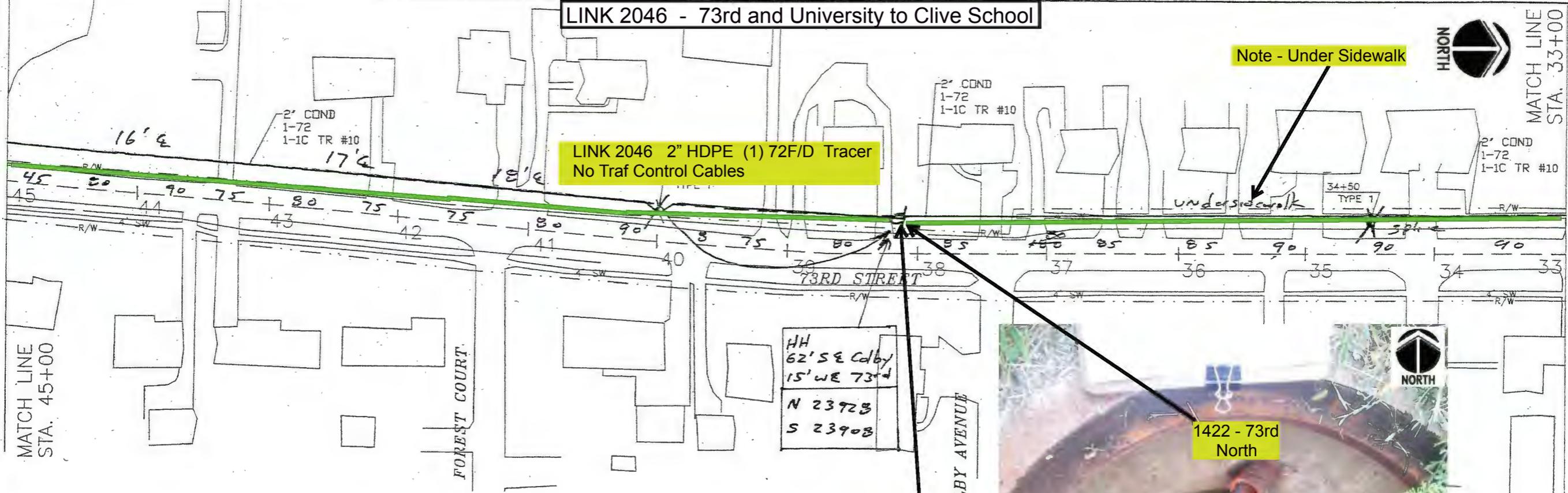


WESTNET PHASE 2  
 LOCATION: 73RD STREET- CLIVE ELEMENTARY TO SOUTH RAMP I-235  
 REF: JVP  
 DATE: 10-7-19  
 SHEET NO. 0510-023-2002

LINK 2046 - 73rd and University to Clive School



MATCH LINE  
STA. 33+00



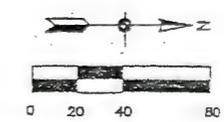
HH  
62' S E Colby  
15' W E 73rd  
N 23923  
S 23908

1422 - 73rd 24" Dia.  
2" N 72F/D Tracer  
2" S 72F/D Tracer  
72F 23908 Pic

NOTE: Conduit sizes shown on original plan are substantially correct.



Verified 10-7-19  
Page 2 of 3



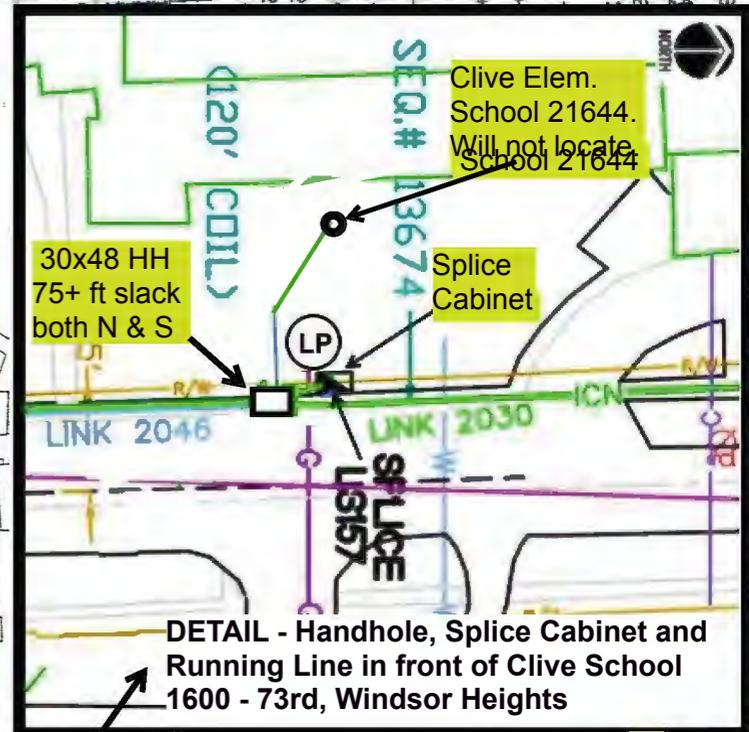
PROJECT: WESTNET PHASE 2	
LOCATION: 73RD STREET - CLIVE ELEMENTARY TO SOUTH RAMP I-235	
REF:	PROJECT NO. 0510-023-2002

LINK 2046 - 73rd and University to Clive School

Mic 1 - 72 Strand SM **LS157 in Traffic type cabinet in front of Clive School**  
 Blue Tube from South at 73rd @ University Fused to Blue Tube in School  
 Blue Tube from West at Crestview Hub Fused to Brown Tube from School  
 White Tube from North 22nd @ University Fused to White Tube South at 73rd @ University

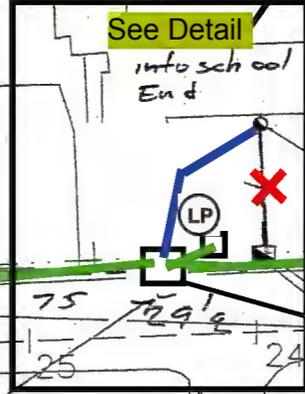
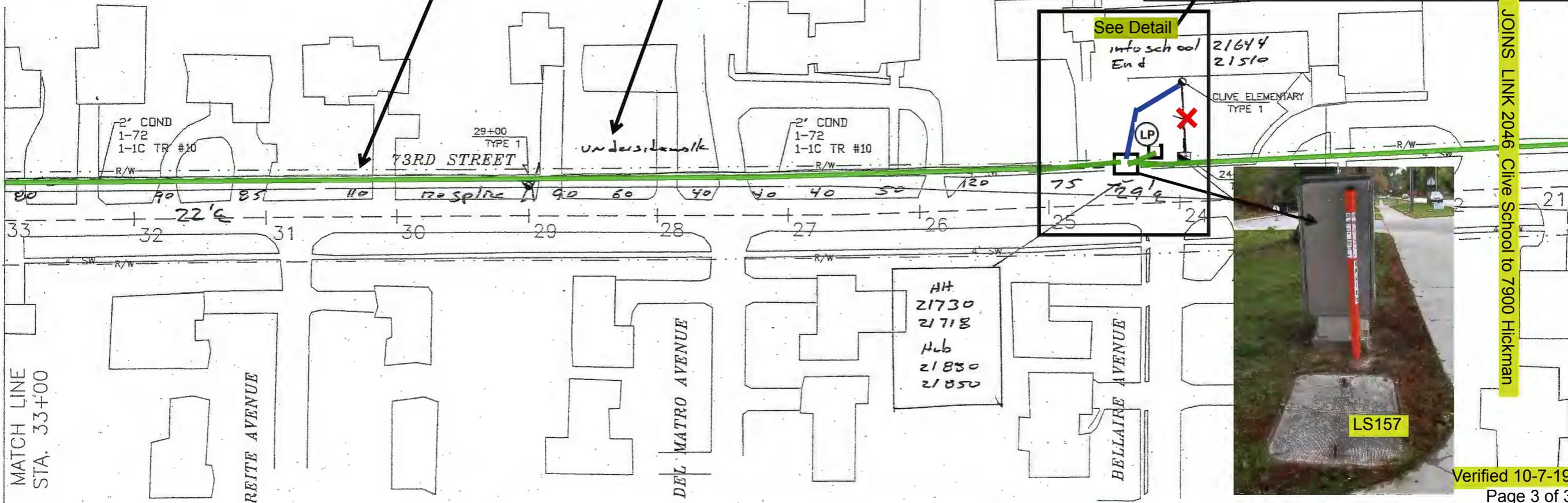
---

Mic 2 - 72 Strand SM  
 Dead Spare Tubes from North, South, and from School



LINK 2046 2" HDPE (1) 72F/D Tracer  
 No Traf Control Cables

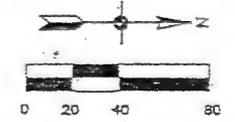
Note Under Sidewalk



JOINS LINK 2046 Clive School to 7900 Hickman

Verified 10-7-19  
 Page 3 of 3

NOTE: Conduit sizes shown on original plan are substantially correct.



PROJECT:	WESTNET PHASE 2
LOCATION:	73RD STREET - CLIVE ELEMENTARY TO SOUTH RAMP I-235
REF:	Page 84 of 165
PROJECT NO.:	0510-023-2002
DATE:	04/11

**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



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: Consideration of Resolution No. 2020-66 - A Resolution Authorizing and Approving a Certain Loan Agreement, Providing for the Issuance of \$8,150,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2020A and Providing for the Levy of Taxes to Pay the Same

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Resolution No. 2020-66 Iss GO CP Rfdg LA Series 2020A (Windsor Heights #10-2020)-v1
2. Loan Agreement GO CP & Rfdg Series 2020A (Windsor Heights #10-2020)-v1
3. UMB Updated Reg PA Form GO CP & Rfdg Series 2020A -Windsor Heights #10 2020-v1

RESOLUTION NO. 2020-66

Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$8,150,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2020A and providing for the levy of taxes to pay the same

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 (the purposes set forth in (1) and (2) of this paragraph are collectively hereinafter referred to as the “Projects”); 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, a Preliminary Official Statement (the “P.O.S.”) has been prepared and approved to facilitate a public offering for the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2020A (the “Bonds”), and the City has authorized its use by Independent Public Advisors, LLC as financial advisor (the “Financial Advisor”) to the City; and

WHEREAS, the City Council previously set April 6, 2020 as the initial date for the receipt of bids through the public offering of the Bonds; and

WHEREAS, recent conditions of volatility in the bond market have made it difficult to predict positive financial outcomes from a competitive sale at this time; and

WHEREAS, the City has been approached by Robert W. Baird & Co. Inc. (the “Placement Agent”) about the possibility of selling the Bonds through a negotiated private placement on terms favorable to the City; and

WHEREAS, private placement proposals have been submitted by the Placement Agent for consideration by the City Council; and

WHEREAS, upon consideration of all proposals, the proposal of Capital One Public Funding, LLC, Melville, New York (the “Purchaser”), is the best, such proposal being deemed to be in the best interest of the City;

WHEREAS, it is now necessary to authorize the calling of the Callable 2014A Notes for early redemption on June 1, 2020 (the “Redemption Date”); and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The proposal from the Purchaser referred to in the preamble hereof is hereby accepted; the Bonds are hereby awarded to the Purchaser at the price specified in such bid; the Mayor and City Clerk are hereby authorized to execute such documents as may be necessary on behalf of the City; and all action heretofore taken in this regard is all hereby ratified and affirmed. The Bonds shall be dated as of the date of their delivery to the Purchaser and shall be payable as to both principal and interest in the manner hereinafter specified.

Section 2. UMB Bank, n.a., West Des Moines, Iowa as Registrar and Paying Agent for the Callable 2014A Notes is hereby authorized to take all action necessary to call the Callable 2014A Notes for early redemption on the Redemption Date, and is further authorized and directed to give notice of such redemption by sending notice by electronic means or by certified mail to each of the registered owners of the Callable 2014A Notes to be redeemed at the addresses shown on the City’s registration books, not less than 30 days prior to the Redemption Date. All action heretofore taken in this regard is hereby ratified and affirmed.

Section 3. The City shall enter into the Loan Agreement with the Purchaser, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$8,150,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 4. UMB Bank, n.a., is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

Section 5. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Loan Agreement in the aggregate principal amount of \$8,150,000, and shall be dated as of the date of delivery to the Purchaser, such date anticipated to be April 30, 2020. The Bonds shall be initially issued as a single term Bond with final maturity on June 1, 2033 and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2021	\$895,000	2028	\$770,000
2022	\$665,000	2029	\$790,000
2023	\$690,000	2030	\$810,000
2024	\$700,000	2031	\$200,000
2025	\$720,000	2032	\$210,000
2026	\$735,000	2033	\$210,000
2027	\$755,000		

Principal of the Bonds shall bear interest at the rate of 2.37% per annum, from the date of the Bonds or from the most recent date on which interest has been paid, as hereinafter set forth. Interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2020 and continuing to, and including, final maturity on June 1, 2033. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Payment of both principal of and interest on the Bonds shall be made to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest shall be payable only upon presentation and surrender of the Bonds to the Paying Agent.

The City reserves the right to optionally prepay outstanding principal of the Bonds, without penalty, in whole, but not in part, commencing on June 1, 2029, or on any interest payment date thereafter, on terms of par and accrued interest. Further, the City reserves the right to optionally prepay outstanding principal of the Bonds in part, in inverse order of maturity, commencing on December 1, 2029, or on any interest payment date thereafter on terms of par and accrued interest, provided, however, that each such partial redemption shall only be made once per calendar year, shall be in principal denominations of not less than \$500,000 and not greater than \$1,000,000, and shall not be funded with the proceeds of any refunding debt obligation of the City. All principal prepaid in part shall cease to bear interest on the prepayment date.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA  
 STATE OF IOWA  
 POLK COUNTY  
 CITY OF WINDSOR HEIGHTS

GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BOND,  
 SERIES 2020A

\$8,150,000

RATE	MATURITY DATE	BOND DATE
2.37%	June 1, 2033	April 30, 2020

The City of Windsor Heights (the “City”), in Polk County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to

Capital One Public Funding, LLC (the “Purchaser”)  
 Melville, New York

or registered assigns, the principal sum of EIGHT MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS, together with interest on the outstanding principal hereof from the date of this Bond, or from the most recent payment date on which interest has been paid, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be or become applicable hereto.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”).

Principal of this Bond is payable in mandatory installments due on June 1 in each of the years and in the respective principal amounts, as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2021	\$895,000	2028	\$770,000
2022	\$665,000	2029	\$790,000
2023	\$690,000	2030	\$810,000
2024	\$700,000	2031	\$200,000
2025	\$720,000	2032	\$210,000
2026	\$735,000	2033	\$210,000
2027	\$755,000		

Principal of the Bond shall bear interest at the rate of 2.37% per annum, from the Bond Date or from the most recent date on which interest has been paid, as hereinafter set forth. Interest on this Bond shall be payable semiannually on the first day of June and December in each year,

commencing December 1, 2020 and continuing to, and including, final maturity on June 1, 2033. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both principal of and interest on this Bond are payable to the registered owner appearing on the registration books of the City maintained by the Registrar at the close of business on the fifteenth day of the month next preceding the payment date in lawful money of the United States of America to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest will be payable only upon presentation and surrender of this Bond to the Paying Agent.

This Bond is issued by the City to evidence its obligation under a certain Loan Agreement, dated as of the date hereof (the "Loan Agreement") entered into by the City for the purpose of paying the cost, 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 City's outstanding General Obligation Capital Loan Notes, Series 2014A, dated January 6, 2014.

This Bond is one of a series of General Obligation Corporate Purpose and Refunding Bonds, Series 2020A, issued pursuant to and in strict compliance with the provisions of Chapter 76 and Chapter 384 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council dated April 20, 2020 authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Bond (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Bond and the rights of the owner of this Bond.

The City reserves the right to optionally prepay outstanding principal of this Bond, without penalty, in whole, but not in part, commencing on June 1, 2029, or on any interest payment date thereafter, on terms of par and accrued interest. Further, the City reserves the right to optionally prepay outstanding principal of this Bond in part, in inverse order of maturity, commencing on December 1, 2029, or on any interest payment date thereafter on terms of par and accrued interest, provided, however, that each such partial redemption shall only be made once per calendar year, shall be in principal denominations of not less than \$500,000 and not greater than \$1,000,000, and shall not be funded with the proceeds of any refunding debt obligation of the City. All principal prepaid in part shall cease to bear interest on the prepayment date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Windsor Heights, Iowa, by its City Council, has caused this Bond to be executed by its Mayor and attested by its City Clerk, on April 30, 2020.

CITY OF WINDSOR HEIGHTS, IOWA

By (DO NOT SIGN)  
Mayor

Attest:

(DO NOT SIGN)  
City Clerk

Registration Date: April 30, 2020

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, N.A.  
West Des Moines, Iowa  
Registrar

By (Authorized Signature)  
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	
				_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

\_\_\_\_\_  
(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint \_\_\_\_\_, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
\_\_\_\_\_

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around April 30, 2020, provided, however, that execution of the Bonds and the Loan Agreement shall be undertaken as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the City staff, with advice from the Placement Agent, and Bond Counsel to the City, is hereby authorized to make such adjustment and to modify the transaction documents accordingly.

Section 8. The proceeds (the "Loan Proceeds") to be received under the Loan Agreement shall be used to pay the costs of the Projects, the refunding of the Callable 2014A Notes and costs of issuance of the Bond. Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the Debt Service Fund and used to pay interest on the Bonds as the same become due. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 9. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City, the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2021,  
sufficient to produce the net annual sum of \$836,944;

For collection in the fiscal year beginning July 1, 2022,  
sufficient to produce the net annual sum of \$846,183;

For collection in the fiscal year beginning July 1, 2023,  
sufficient to produce the net annual sum of \$839,830;

For collection in the fiscal year beginning July 1, 2024,  
sufficient to produce the net annual sum of \$843,240;

For collection in the fiscal year beginning July 1, 2025,  
sufficient to produce the net annual sum of \$841,176;

For collection in the fiscal year beginning July 1, 2026,  
sufficient to produce the net annual sum of \$843,757;

For collection in the fiscal year beginning July 1, 2027,  
sufficient to produce the net annual sum of \$840,863;

For collection in the fiscal year beginning July 1, 2028,  
sufficient to produce the net annual sum of \$842,614;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of \$843,891;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$214,694;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$219,954; and

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of \$214,977.

(Such taxes being supplemental and additional to taxes previously authorized by the City for this purpose for collection in the fiscal year beginning July 1, 2020).

Section 10. A certified copy of this resolution shall be filed with the County Auditor of Polk County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the City's budget.

Section 11. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 12. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 13. 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 the bonds, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule because the issue is issuable in minimum denominations of \$100,000 (subject to certain qualifications regarding deep discount securities) and (i) are sold in a limited private placement; or (ii) have a maturity of nine months or less; or (iii) are subject to tender at par at the option of the holder at least every nine months.

The Bonds are being issued in minimum denominations of \$100,000 and are being sold in a limited private placement. Consequently, the City hereby finds that the Rule is inapplicable to the Bonds.

Section 14. Upon request of the Purchaser, the City hereby covenants to provide the Purchaser with an electronic copy of its most recent audited financial statements.

Section 15. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 16. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 20, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

SEREIES 2020A LOAN AGREEMENT

This Loan Agreement is entered into as of April 30, 2020 by and between the City of Windsor Heights, Iowa (the "City") and Capital One Public Funding, LLC (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$8,150,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of a General Obligation Corporate Purpose and Refunding Bonds, Series 2020A (the "Bonds") in the principal amount of \$8,150,000.

2. The City has adopted a resolution on April 20, 2020 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated April 30, 2020 shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided therein and in the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF WINDSOR HEIGHTS, IOWA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

CAPITAL ONE PUBLIC FUNDING, LLC  
Melville, New York

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

## **REGISTRAR / PAYING AGENT AGREEMENT**

THIS AGREEMENT is made and entered into this April 30, 2020 (the “Dated Date”) by and between the City of Windsor Heights, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$8,150,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2020A, hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
  - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
  - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
  - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

- d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any



26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF WINDSOR HEIGHTS, IOWA

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: \_\_\_\_\_  
Authorized Signatory



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**PAYING AGENT, BOND REGISTRAR AND  
TRANSFER AGENT FEE SCHEDULE**

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**ADMINISTRATION FEE**

- Book Entry Bonds \$300 initial/\$600 annual
- Registered/Private Placement Bonds \$300 initial/\$600 annual

\*Initial Fees paid at Closing

\*Annual Fees paid at Interest/Principal Dates

**ADDITIONAL SERVICES**

- Placement of CDs or Sinking Funds \$500 per set up/outside UMB
- Optional or Partial Redemption \$300
- Mandatory Redemption \$100
- Early Termination/Full Call \$500
- Paying Costs of Issuance \$500 one-time fee

**SERVICES AVAILABLE UPON REQUEST**

- Dissemination Agent \$1,000 annual
- Tax credit bond filing \$500 annual
- Disbursement Agent \$5,000 initial/\$3,000 annual
- Disbursement Agent wires/check \$10 per wire or check

**CHANGES IN FEE SCHEDULE**

UMB reserves the right to renegotiate this fee schedule.

*Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.*



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM:

SUBJECT: Consideration of Resolution No. 2020-67 - A Resolution Authorizing and Approving a Certain Loan Agreement, Providing for the Issuance of \$7,500,000 General Obligation Urban Renewal Bonds, Series 2020B and Providing for the Levy of Taxes to Pay the Same

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Resolution No. 2020-67 Urban Renewal Bonds 2020B
2. Loan Agreement GO UR Series 2020B (Windsor Heights #12-2020)-v1
3. UMB Updated Reg PA Form GO UR Series 2020B -Windsor Heights #12 2020-v1

RESOLUTION NO. 2020-67

Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$7,500,000 General Obligation Urban Renewal Bonds, Series 2020B and providing for the levy of taxes to pay the same

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 (the “Projects”); and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 2, 2020; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared and approved to facilitate a public offering for the sale of General Obligation Urban Renewal Bonds, Series 2020B (the “Bonds”), and the City has authorized its use by Independent Public Advisors, LLC as financial advisor (the “Financial Advisor”) to the City; and

WHEREAS, the City Council previously set April 6, 2020 as the initial date for the receipt of bids through the public offering of the Bonds; and

WHEREAS, recent conditions of volatility in the bond market have made it difficult to predict positive financial outcomes from a competitive sale at this time; and

WHEREAS, the City has been approached by Robert W. Baird & Co. Inc. (the “Placement Agent”) about the possibility of selling the Bonds through a negotiated private placement on terms favorable to the City; and

WHEREAS, private placement proposals have been submitted by the Placement Agent for consideration by the City Council; and

WHEREAS, upon consideration of all proposals, the proposal of Capital One Public Funding, LLC, Melville, New York (the “Purchaser”), is the best, such proposal being deemed to be in the best interest of the City;

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The proposal from the Purchaser referred to in the preamble hereof is hereby accepted; the Bonds are hereby awarded to the Purchaser at the price specified in such bid; the Mayor and City Clerk are hereby authorized to execute such documents as may be necessary on behalf of the City; and all action heretofore taken in this regard is all hereby ratified and affirmed.

The Bonds shall be dated as of the date of their delivery to the Purchaser and shall be payable as to both principal and interest in the manner hereinafter specified.

Section 2. The City shall enter into the Loan Agreement with the Purchaser, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$7,500,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. UMB Bank, n.a., is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

Section 4. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Loan Agreement in the aggregate principal amount of \$7,500,000, and shall be dated as of the date of delivery to the Purchaser, such date anticipated to be April 30, 2020. The Bonds shall be initially issued as a single term Bond with final maturity on June 1, 2035 and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2021	\$1,090,000	2029	\$ 235,000
2022	\$1,755,000	2030	\$ 240,000
2023	\$1,785,000	2031	\$ 245,000
2024	\$ 210,000	2032	\$ 255,000
2025	\$ 215,000	2033	\$ 260,000
2026	\$ 220,000	2034	\$ 265,000
2027	\$ 225,000	2035	\$ 270,000
2028	\$ 230,000		

Principal of the Bonds shall bear interest at the rate of 2.34% per annum, from the date of the Bonds or from the most recent date on which interest has been paid, as hereinafter set forth. Interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2020 and continuing to, and including, final maturity on June 1, 2035. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Payment of both principal of and interest on the Bonds shall be made to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid to the registered owner at the

address shown on such registration books; provided, however, that the final installment of principal and interest shall be payable only upon presentation and surrender of the Bonds to the Paying Agent.

The City reserves the right to optionally prepay outstanding principal of the Bonds, without penalty, in whole, but not in part, commencing on June 1, 2029, or on any interest payment date thereafter, on terms of par and accrued interest. Further, the City reserves the right to optionally prepay outstanding principal of the Bonds in part, in inverse order of maturity, commencing on December 1, 2029, or on any interest payment date thereafter on terms of par and accrued interest, provided, however, that each such partial redemption shall only be made once per calendar year, shall be in principal denominations of not less than \$500,000 and not greater than \$1,000,000, and shall not be funded with the proceeds of any refunding debt obligation of the City. All principal prepaid in part shall cease to bear interest on the prepayment date.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA  
 STATE OF IOWA  
 POLK COUNTY  
 CITY OF WINDSOR HEIGHTS

GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2020B

\$7,500,000

RATE	MATURITY DATE	BOND DATE
2.34%	June 1, 2035	April 30, 2020

The City of Windsor Heights (the “City”), in Polk County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to

Capital One Public Funding, LLC (the “Purchaser”)  
 Melville, New York

or registered assigns, the principal sum of SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS, together with interest on the outstanding principal hereof from the date of this Bond, or from the most recent payment date on which interest has been paid, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be or become applicable hereto.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”).

Principal of this Bond is payable in mandatory installments due on June 1 in each of the years and in the respective principal amounts, as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2021	\$1,090,000	2029	\$ 235,000
2022	\$1,755,000	2030	\$ 240,000
2023	\$1,785,000	2031	\$ 245,000
2024	\$ 210,000	2032	\$ 255,000
2025	\$ 215,000	2033	\$ 260,000
2026	\$ 220,000	2034	\$ 265,000
2027	\$ 225,000	2035	\$ 270,000
2028	\$ 230,000		

Principal of the Bond shall bear interest at the rate of 2.34% per annum, from the Bond Date or from the most recent date on which interest has been paid, as hereinafter set forth. Interest on this Bond shall be payable semiannually on the first day of June and December in each year,

commencing December 1, 2020 and continuing to, and including, final maturity on June 1, 2035. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both principal of and interest on this Bond are payable to the registered owner appearing on the registration books of the City maintained by the Registrar at the close of business on the fifteenth day of the month next preceding the payment date in lawful money of the United States of America to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest will be payable only upon presentation and surrender of this Bond to the Paying Agent.

This Bond is issued by the City to evidence its obligation under a certain Loan Agreement, dated as of the date hereof (the “Loan Agreement”) entered into by the City for the purpose of paying the cost, to that extent, of (1) constructing street improvements and incidental water utility system, sanitary sewer system, storm water drainage and sidewalk improvements; and (2) acquiring and installing street lighting, signage and signalization.

This Bond is one of a series of General Obligation Urban Renewal Bonds, Series 2020B, issued pursuant to and in strict compliance with the provisions of Chapter 76 and Chapter 384 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council dated April 20, 2020 authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Bond (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Bond and the rights of the owner of this Bond.

The City reserves the right to optionally prepay outstanding principal of this Bond, without penalty, in whole, but not in part, commencing on June 1, 2029, or on any interest payment date thereafter, on terms of par and accrued interest. Further, the City reserves the right to optionally prepay outstanding principal of this Bond in part, in inverse order of maturity, commencing on December 1, 2029, or on any interest payment date thereafter on terms of par and accrued interest, provided, however, that each such partial redemption shall only be made once per calendar year, shall be in principal denominations of not less than \$500,000 and not greater than \$1,000,000, and shall not be funded with the proceeds of any refunding debt obligation of the City. All principal prepaid in part shall cease to bear interest on the prepayment date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Windsor Heights, Iowa, by its City Council, has caused this Bond to be executed by its Mayor and attested by its City Clerk, on April 30, 2020.

CITY OF WINDSOR HEIGHTS, IOWA

By (DO NOT SIGN)  
Mayor

Attest:

(DO NOT SIGN)  
City Clerk

Registration Date: April 30, 2020

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, N.A.  
West Des Moines, Iowa  
Registrar

By (Authorized Signature)  
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

\_\_\_\_\_  
(Please print or type name and address of Assignee)

\_\_\_\_\_  
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint \_\_\_\_\_, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
\_\_\_\_\_

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

\_\_\_\_\_  
NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around April 30, 2020, provided, however, that execution of the Bonds and the Loan Agreement shall be undertaken as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects. To the extent that the date of closing needs to be adjusted, the City staff, with advice from the Placement Agent, and Bond Counsel to the City, is hereby authorized to make such adjustment and to modify the transaction documents accordingly.

Section 7. The proceeds (the “Loan Proceeds”) to be received under the Loan Agreement shall be used to pay the costs of the Projects and costs of issuance of the Bond. Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the Debt Service Fund and used to pay interest on the Bonds as the same become due. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City, the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2021,  
sufficient to produce the net annual sum of \$1,904,994;

For collection in the fiscal year beginning July 1, 2022  
sufficient to produce the net annual sum of \$1,893,927;

For collection in the fiscal year beginning July 1, 2023,  
sufficient to produce the net annual sum of \$277,158;

For collection in the fiscal year beginning July 1, 2024,  
sufficient to produce the net annual sum of \$277,244;

For collection in the fiscal year beginning July 1, 2025,  
sufficient to produce the net annual sum of \$277,213;

For collection in the fiscal year beginning July 1, 2026,  
sufficient to produce the net annual sum of \$277,065;

For collection in the fiscal year beginning July 1, 2027,  
sufficient to produce the net annual sum of \$276,800;

For collection in the fiscal year beginning July 1, 2028,  
sufficient to produce the net annual sum of \$276,418;

For collection in the fiscal year beginning July 1, 2029,  
sufficient to produce the net annual sum of \$275,919;

For collection in the fiscal year beginning July 1, 2030,  
sufficient to produce the net annual sum of \$275,303;

For collection in the fiscal year beginning July 1, 2031,  
sufficient to produce the net annual sum of \$279,570;

For collection in the fiscal year beginning July 1, 2032,  
sufficient to produce the net annual sum of \$278,603;

For collection in the fiscal year beginning July 1, 2033,  
sufficient to produce the net annual sum of \$277,519; and

For collection in the fiscal year beginning July 1, 2034,  
sufficient to produce the net annual sum of \$276,318.

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Polk County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 9 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The Projects are hereby reaffirmed as urban renewal projects in the Windsor Heights Urban Renewal Area. The City Council hereby declares its intention to claim and use incremental property tax revenues for the payment of principal of and interest on the Bonds.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income

tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 12. 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 the bonds, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule because the issue is issuable in minimum denominations of \$100,000 (subject to certain qualifications regarding deep discount securities) and (i) are sold in a limited private placement; or (ii) have a maturity of nine months or less; or (iii) are subject to tender at par at the option of the holder at least every nine months.

The Bonds are being issued in minimum denominations of \$100,000 and are being sold in a limited private placement. Consequently, the City hereby finds that the Rule is inapplicable to the Bonds.

Section 13. Upon request of the Purchaser, the City hereby covenants to provide the Purchaser with an electronic copy of its most recent audited financial statements.

Section 14. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 20, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

2020B LOAN AGREEMENT

This Loan Agreement is entered into as of April 30, 2020 by and between the City of Windsor Heights, Iowa (the "City") and Capital One Public Funding, LLC (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$7,500,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of a General Obligation Urban Renewal Bonds, Series 2020B (the "Bonds") in the principal amount of \$7,500,000.

2. The City has adopted a resolution on April 20, 2020 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated April 30, 2020 shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided therein and in the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF WINDSOR HEIGHTS, IOWA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

CAPITAL ONE PUBLIC FUNDING, LLC  
Melville, New York

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

## **REGISTRAR / PAYING AGENT AGREEMENT**

THIS AGREEMENT is made and entered into this April 30, 2020 (the “Dated Date”) by and between the City of Windsor Heights, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$7,500,000 General Obligation Urban Renewal Bonds, Series 2020B, hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
  - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
  - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
  - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

- d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any



26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF WINDSOR HEIGHTS, IOWA

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: \_\_\_\_\_  
Authorized Signatory



---

**PAYING AGENT, BOND REGISTRAR AND  
TRANSFER AGENT FEE SCHEDULE**

---

**ADMINISTRATION FEE**

- Book Entry Bonds \$300 initial/\$600 annual
- Registered/Private Placement Bonds \$300 initial/\$600 annual

\*Initial Fees paid at Closing

\*Annual Fees paid at Interest/Principal Dates

**ADDITIONAL SERVICES**

- Placement of CDs or Sinking Funds \$500 per set up/outside UMB
- Optional or Partial Redemption \$300
- Mandatory Redemption \$100
- Early Termination/Full Call \$500
- Paying Costs of Issuance \$500 one-time fee

**SERVICES AVAILABLE UPON REQUEST**

- Dissemination Agent \$1,000 annual
- Tax credit bond filing \$500 annual
- Disbursement Agent \$5,000 initial/\$3,000 annual
- Disbursement Agent wires/check \$10 per wire or check

**CHANGES IN FEE SCHEDULE**

UMB reserves the right to renegotiate this fee schedule.

*Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.*



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM: Dalton Jacobus

SUBJECT: Consideration of Resolution No. 2020-65 - A Resolution Approving the Plans and Specifications for the 2020 North Walnut Creek Streambank Stabilization Project and Authorize the Publication of Bids

**GENERAL INFORMATION**

The Council approved the professional services agreement with Bolton and Menk, Inc (BMI) to conduct engineering design on this project at the December 2, 2019 meeting.

The design for this project should be approved by the council before we post it for bidding.

The project is part of an Emergency Watershed Protection Grant from the USDA and NRCS. These agencies are contributing 75% of the total project cost which they originally estimated to be just shy of \$60,000. The goal of this project is to stabilize the streambank at two different locations on Walnut Creek. Location 1 is located near the building referred to as the 'DNR Building'. There is a sanitary manhole that is at risk of damage at this location. Location 2 approximately 400 feet north of the College Drive bridge. There is risk of storm and sanitary infrastructure damage as well as pedestrian trail collapse if the streambank is not stabilized.

The bids for this project will be brought to the Council for review and contract approval at the May 18<sup>th</sup> Council meeting.

**SUMMARY**

Staff recommends approval of the plans and specifications.

**ATTACHMENTS**

1. Resolution No. 2020-68 Walnut Creek Streambank Stabilization
2. 120253-Walnut Creek 2020 Streambank Restoration

**RESOLUTION NO. 2020-65**

**A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2020 NORTH WALNUT CREEK STREAMBANK STABILIZATION PROJECT AND AUTHORIZE THE PUBLICATION OF BIDS**

**WHEREAS**, the it is deemed advisable and necessary to construct certain public improvements described in general as the 2020 North Walnut Creek Streambank Stabilization 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**, the anticipated construction cost of this project is \$60,000 and 75% of the cost of this project is covered by a grant through the NRCS and the USDA; 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 RESOLVED** by the City of Windsor Heights City Council in session this 20<sup>th</sup> Day of April, 2020, that it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as 2020 North Walnut Creek Streambank Stabilization 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.

**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 \_\_\_\_\_ Day of \_\_\_\_\_, 2020, which is hereby fixed as the date for receiving bids. The bids are to be filed by \_\_\_\_\_ p.m. on such date.

The City Council hereby delegates to 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 May 18, 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 May 18,

2020, at 6:00 p.m.

Passed and approved this 20<sup>th</sup> day of April 2020.

---

Dave Burgess, Mayor

ATTEST:

---

Travis Cooke, City Clerk

# CITY OF WINDSOR HEIGHTS, IOWA

## CONSTRUCTION PLANS FOR

# NORTH WALNUT CREEK STREAMBANK RESTORATION

WINDSOR HEIGHTS, IA

APRIL 2020

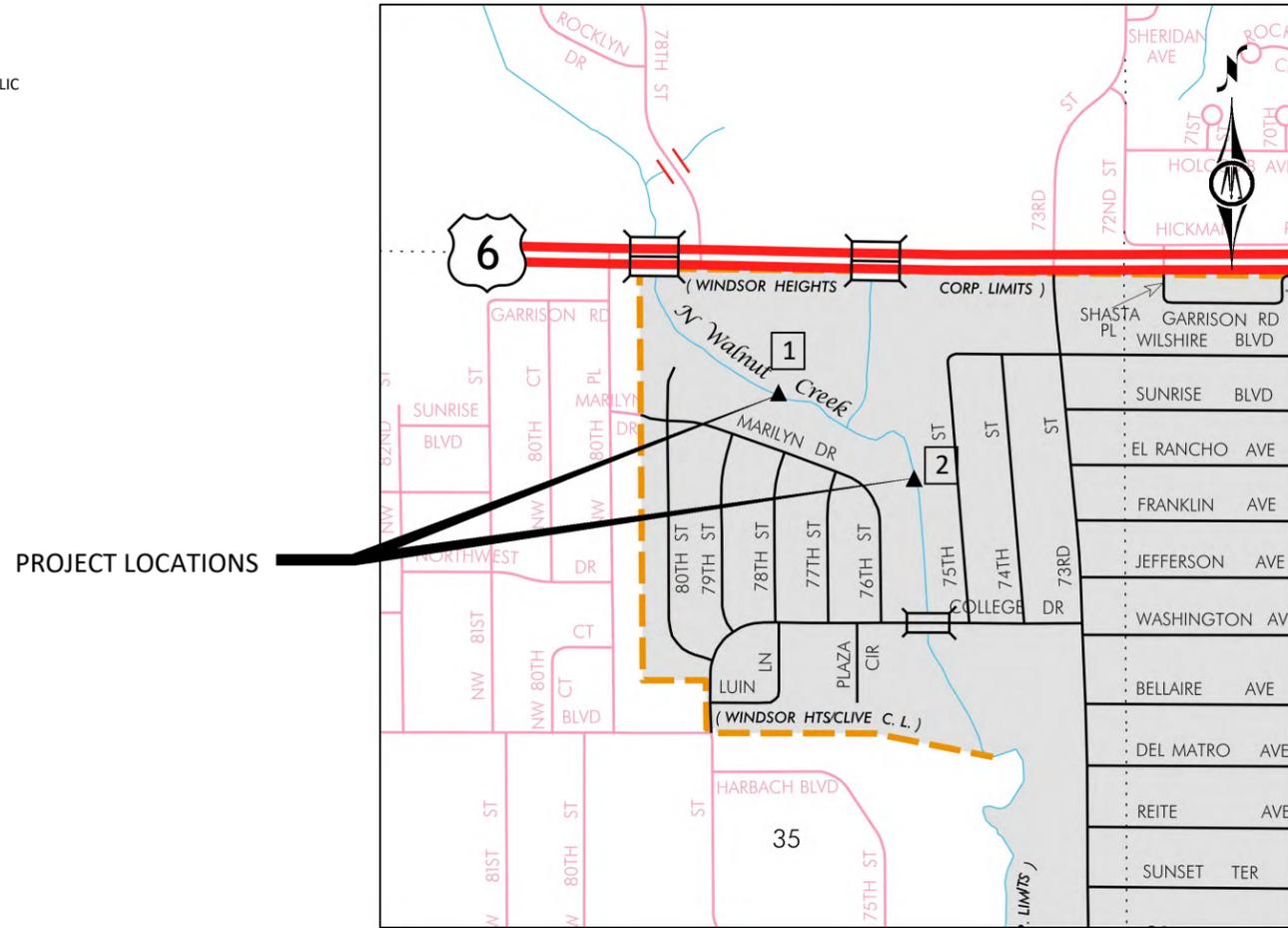
### GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS".

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", VERSION OCTOBER 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

MUTCD 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 FIELD VERIFY EXACT LOCATION PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW, NOTIFY IOWA ONE CALL 1-800-292-8989



PROJECT LOCATIONS



MAP OF THE CITY OF WINDSOR HEIGHTS POLK COUNTY, IA

INDEX OF SHEETS			
SHEET NUMBER	DESCRIPTION	REVISION	DATE ISSUED
A.1	TITLE SHEET	A.1	A.1
A.2	LEGEND	A.2	A.2
A.3	ACCESS ROUTES	A.3	A.3
C.1	GENERAL NOTES	C.1	C.1
C.2	QUANTITIES & ESTIMATE REFERENCE NOTES	C.2	C.2
D.1	LOCATION 1	D.1	D.1
D.2	LOCATION 2	D.2	D.2
R.1	REMOVALS	R.1	R.1
R.2	REMOVALS	R.2	R.2



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.

JUSTIN L. ERNST, P.E.  
 REG. NO. 23753 DATE XX-XX-2020  
 MY LICENSE RENEWAL DATE IS Dec. 31, 2021  
 PAGES OR SHEETS COVERED BY THIS SEAL:  
 ALL SHEET EXCEPT MWM SHEETS

PRELIMINARY NOT FOR CONSTRUCTION

REV	ISSUED FOR	DATE
0	CONSTRUCTION	3-13-2020



309 E 5TH STREET, SUITE 202  
 DES MOINES, IOWA 50309  
 Phone: (515) 259-9190  
 Email: DesMoines@bolton-menk.com  
 www.bolton-menk.com



DESIGNED	XXX
SEALED	JLE
CHECKED	XXX
DATE PLOTTED	A13.120253

CITY OF WINDSOR HEIGHTS, IOWA		SHEET A.1
NORTH WALNUT CREEK STREAMBANK RESTORATION		
TITLE SHEET		

**EXISTING TOPOGRAPHIC SYMBOLS**

	ACCESS GRATE		SIGN TRAFFIC
	AIR CONDITION UNIT		SIGNAL CONTROL CABINET
	ANTENNA		SOIL BORING
	AUTO SPRINKLER CONNECTION		SIREN
	BARRICADE PERMANENT		TELEPHONE BOOTH
	BASKETBALL POST		TILE INLET
	BENCH		TILE OUTLET
	BIRD FEEDER		TILE RISER
	BUSH-DECIDUOUS		TRANSFORMER-ELECTRIC
	CATCH BASIN RECTANGULAR CASTING		TREE-CONIFEROUS
	CATCH BASIN CIRCULAR CASTING		TREE-DEAD
	CURB STOP		TREE-DECIDUOUS
	CLEAN OUT		TREE STUMP
	CULVERT END		TRAFFIC ARM BARRIER
	DRINKING FOUNTAIN		TRAFFIC SIGNAL
	DOWN SPOUT		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VENT PIPE
	GRILL		WATER SPIGOT
	GUY WIRE ANCHOR		WELL
	HANDHOLE		WETLAND DELINEATED MARKER
	HANDICAP SPACE		WETLAND
	IRRIGATION SPRINKLER HEAD		YARD LIGHT
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-LIGHT		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		
	REGULATION STATION GAS		
	SATELLITE DISH		

**PROPOSED TOPOGRAPHIC SYMBOLS**

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW

**SURVEY SYMBOLS**

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

**EXISTING TOPOGRAPHIC LINES**

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE GUARD RAIL
	TREE LINE
	BUSH LINE

**SURVEY LINES**

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE

**EXISTING UTILITY LINES**

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

**PROPOSED UTILITY LINES**

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

**GRADING INFORMATION**

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

**HATCH PATTERNS**

	ASPHALT		GRAVEL
	CONCRETE		

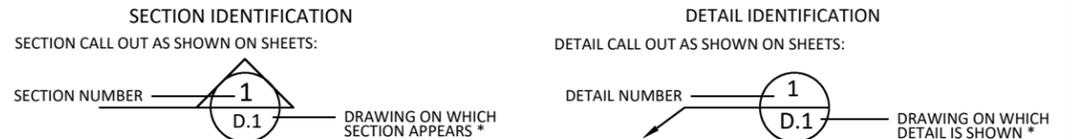
**EXISTING PRIVATE UTILITY LINES**

NOTE:  
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY **IOWA ONE CALL**, 1-800-292-8989.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	FO	UNDERGROUND FIBER OPTIC
	E	UNDERGROUND ELECTRIC
	G	UNDERGROUND GAS
	C	UNDERGROUND COMMUNICATION
	OE	OVERHEAD ELECTRIC
	OC	OVERHEAD COMMUNICATION
	OU	OVERHEAD UTILITY

**SECTION AND DETAIL IDENTIFICATION**



\* NOTE:  
IF PLAN AND SECTION (OR DETAIL CALL-OUT AND DETAIL) ARE SHOWN ON THE SAME DRAWING, DRAWING NUMBER IS REPLACED BY A LINE.

**ABBREVIATIONS**

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	SCH	SCHEDULE
ADJ	ADJUST	GU	GUTTER	SERV	SERVICE
ALT	ALTERNATE	GV	GATE VALVE	SHLD	SHOULDER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	STA	STATION
BLDG	BUILDING	HH	HANDHOLE	STD	STANDARD
BMP	BEST MANAGEMENT PRACTICE	HP	HIGH POINT	STM	STORM SEWER
BR	BEGIN RADIUS	HWL	HIGH WATER LEVEL	TC	TOP OF CURB
BV	BUTTERFLY VALVE	HYD	HYDRANT	TEMP	TEMPORARY
CB	CATCH BASIN	I	INVERT	TNH	TOP NUT HYDRANT
C&G	CURB AND GUTTER	K	CURVE COEFFICIENT	TYP	TYPICAL
CIP	CAST IRON PIPE	L	LENGTH	VCP	VITRIFIED CLAY PIPE
CIPP	CURED-IN-PLACE PIPE	LO	LOWEST OPENING	VERT	VERTICAL
CL	CENTER LINE	LP	LOW POINT	VPC	VERTICAL POINT OF CURVE
CL	CLASS	LT	LEFT	VPI	VERTICAL POINT OF INTERSECTION
CMP	CORRUGATED METAL PIPE	MH	MANHOLE	VPT	VERTICAL POINT OF TANGENT
CO	CLEAN OUT	MIN	MINIMUM	WM	WATERMAIN
C.O.	CHANGE ORDER	MR	MID RADIUS		
COMM	COMMUNICATION	NMC	NON-METALLIC CONDUIT		
CON	CONCRETE	NTS	NOT TO SCALE	AC	ACRES
CSP	CORRUGATED STEEL PIPE	NWL	NORMAL WATER LEVEL	CF	CUBIC FEET
CLVT	CULVERT	OHW	ORDINARY HIGH WATER LEVEL	CV	COMPACTED VOLUME
DIA	DIAMETER	PC	POINT OF CURVE	CY	CUBIC YARD
DIP	DUCTILE IRON PIPE	PCC	PORTLAND CEMENT CONCRETE	EA	EACH
DWY	DRIVEWAY	PED	PEDESTRIAN, PEDESTAL	EV	EXCAVATED VOLUME
E	EXTERNAL CURVE DISTANCE	PERF	PERFORATED PIPE	LB	POUND
EASE	EASEMENT	PERM	PERMANENT	LF	LINEAR FEET
ELEC	ELECTRIC	PI	POINT OF INTERSECTION	LS	LUMP SUM
ELEV	ELEVATION	PL	PROPERTY LINE	LV	LOOSE VOLUME
EOF	EMERGENCY OVERFLOW	PRC	POINT OF REVERSE CURVE	SF	SQUARE FEET
ER	END RADIUS	PT	POINT OF TANGENT	SV	STOCKPILE VOLUME
EX	EXISTING	PVC	POLYVINYL CHLORIDE PIPE	SY	SQUARE YARD
FES	FLARED END SECTION	PVMT	PAVEMENT		
F-F	FACE TO FACE	R	RADIUS		
FF	FINISHED FLOOR	RCP	REINFORCED CONCRETE PIPE		
F&I	FURNISH AND INSTALL	RET	RETAINING		
FM	FORCEMAIN	ROW	RIGHT-OF-WAY		
FO	FIBER OPTIC	RSC	RIGID STEEL CONDUIT		
F.O.	FIELD ORDER	RT	RIGHT		
GRAN	GRANULAR	SAN	SANITARY SEWER		

REV	ISSUED FOR	DATE
0	CONSTRUCTION	3-13-2020



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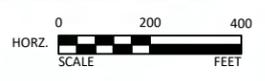
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DATE	A13.120253

CITY OF WINDSOR HEIGHTS, IOWA	
NORTH WALNUT CREEK STREAMBANK RESTORATION	
LEGEND	

NOTES:  
 1. SEED ALL DISTURBED AREA (INCIDENTAL)



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0	CONSTRUCTION	3-13-2020



309 E 5TH STREET, SUITE 202  
 DES MOINES, IOWA 50309  
 Phone: (515) 259-9190  
 Email: DesMoines@bolton-menk.com  
 www.bolton-menk.com



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DATE PLOTTED	A13.120253

CITY OF WINDSOR HEIGHTS, IOWA  
 NORTH WALNUT CREEK STREAMBANK RESTORATION  
 ACCESS ROUTES

SHEET  
 A.3

**STANDARD CONSTRUCTION NOTES:**

- ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
- ANY WORK THAT IS DETERMINED TO BE DEFECTIVE BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SUDAS SECTION 1050. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
- PRIOR TO MOBILIZING OFF OF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SUDAS SECTION 1050.
- THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SUDAS SECTION 1070.
- THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH SUDAS SECTION 1070.
- LIMITS OF CONSTRUCTION ARE WITHIN THE CITY RIGHT OF WAY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN THE LIMITS OF CONSTRUCTION AND IN ACCORDANCE WITH SUDAS SECTION 1070.
- THE CONTRACTOR SHALL UPDATE THE TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH SUDAS SECTION 1070, IF CONSTRUCTION ACTIVITIES DEVIATE FROM STAGING PLAN PROVIDED. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS TO THE CITY OF WEST DES MOINES PUBLIC SERVICES FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
- THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH SUDAS SECTION 1070. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
- IN ACCORDANCE WITH SUDAS SECTION 1070, THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION OF ALL ITS WORK FROM DAMAGE AND SHALL PROTECT THE JURISDICTION'S PROPERTY AND ADJACENT PRIVATE PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL REPAIR OR RESTORE ANY SUCH DAMAGE, INJURY, OR LOSS TO JURISDICTION PROPERTY OR ADJACENT PROPERTY. THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL. THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
- THE CONTRACTOR SHALL PRESERVE OR REPLACE ALL PROPERTY MONUMENTS ON THE PROJECT SITE IN ACCORDANCE WITH IOWA STATE CODE SECTION 355.6A AND SUDAS SECTION 1070.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT ITS EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. UPON FAILURE TO DO SO WITHIN THREE WORKING DAYS AFTER SUCH REQUEST BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THERE OF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ITS FINAL PAYMENT IN ACCORDANCE WITH SUDAS SECTION 1070.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED. IF IT APPEARS THE RATE OF PROGRESS IS SUCH THAT THE CONTRACT WILL NOT BE COMPLETED WITHIN THE TIME ALLOWED, OR IF THE WORK IS NOT BEING EXECUTED IN A SATISFACTORY AND WORKMANLIKE MANNER, THE ENGINEER MAY ORDER THE CONTRACTOR TO TAKE SUCH STEPS AS NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THE CONTRACT IN ACCORDANCE WITH SUDAS SECTION 1080.
- IF PROJECT IS SUBSTANTIALLY COMPLETED AND ONLY CLEANUP AND MINOR WORK ITEMS REMAIN FOR MORE THAN 30 CALENDAR DAYS, THE ENGINEER MAY RESTART CHARGING OF WORKING DAYS OR CHARGE PENALTIES EQUAL TO THE CONTRACT LIQUIDATED DAMAGES UNTIL ALL CORRECTIVE ACTION HAS BEEN COMPLETED IN ACCORDANCE WITH SUDAS SECTION 1080.

**UTILITY COORDINATION NOTES:**

- THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
- ANTICIPATED UTILITY CONFLICTS HAVE BEEN IDENTIFIED AND EACH RESPECTIVE UTILITY OWNER HAS BEEN INFORMED OF THE POTENTIAL CONFLICTS. THE CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT SITE.
- IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.

**PROJECT NOTES:**

- CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
- CONTRACTOR OPERATIONS CREATING OBJECTIONABLE LEVELS OF NOISE SHALL NOT BEGIN PRIOR TO 7:00 AM
- IN ORDER TO AVOID ANY UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR IS CAUTIONED TO EXERCISE EXTREME CARE WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING OPERATIONS FOR THE PROPOSED PAVEMENT REMOVAL. ADJACENT PAVEMENT THAT IS CHIPPED OR DAMAGED DUE TO SAW OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S COST IN ACCORDANCE WITH THE PROJECT SPECIFICATION DETAILS FOR STREET EXCAVATION AND PAVEMENT REPLACEMENT. ALL SAW CUTS ADJACENT TO EXISTING PAVEMENT AND CURBS SHALL BE FULL DEPTH.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NOT TO DAMAGE ADJACENT PAVEMENT, SIDEWALKS, DRIVES, MEDIANS, CURBS, STRUCTURES AND OTHER AREAS NOT DESIGNATED AS PART OF THE PATCHING WORK AREA. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO AREAS NOT DESIGNATED AS PART OF THE PATCHING WORK AT NO COST TO THE OWNER.

**TRAFFIC CONTROL NOTES:**

- CONTRACTOR RESPONSIBLE TO OBTAIN ANY PERMITS FOR TRAFFIC CONTROL DEVICES FOR ALL AFFECTED AGENCIES.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING DETAILED TRAFFIC CONTROL PLANS FOR ANY OTHER STAGES THAT MAY BE REQUIRED. CHANGES TO THE STAGING PLAN MUST BE APPROVED BY THE ENGINEER. ADJUSTMENT TO ADVANCED SIGNAGE AND BARRICADING AS REQUIRED TO COMBINE STAGES ARE SUBJECT TO ENGINEER APPROVAL AND ARE CONSIDERED INCIDENTAL.
- THE CONTRACTOR SHALL COVER ALL CONFLICTING EXISTING SIGNAGE (INCIDENTAL).
- TRAIL CLOSURE SIGNAGE SHALL BE FURNISHED, INSTALLED, MAINTAINED AND REMOVED BY THE CONTRACTOR.
- SUBMIT DETAILED TRAFFIC CONTROL PLANS FOR ALL WORK LOCATIONS FOR APPROVAL PRIOR TO PRECONSTRUCTION MEETING. ALL TRAFFIC CONTROL PLANS, DEVICES, AND PROCEDURES SHALL CONFORM TO THE CURRENT VERSION OF THE MUTCD.
- ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
- PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS. ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
- THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER.
- SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.
- ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
- THE CONTRACTOR SHALL REMOVE AND REINSTALL ALL CITY SIGNS THAT WILL BE IN THE WAY.
- AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOBSITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.
- THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WRITTEN AGREEMENT WITH THE PROPERTY OWNER.
- INSTALL DYNAMIC MESSAGE SIGNS THREE WEEKDAYS PRIOR TO TRAIL CLOSURE IN BOTH DIRECTIONS. MESSAGE SHALL BE APPROVED BY ENGINEER.

**TRAIL**

- THE CONTRACTOR SHALL PROVIDE APPROPRIATE SIGNAGE FOR TRAIL CLOSURES.
- REFER TO IOWA DOT STANDARD ROAD PLAN TC-601 FOR SIDEWALK CLOSURE INFORMATION AND STANDARDS.
- SIDEWALK TRAFFIC CONTROL SHALL REMAIN IN PLACE UNTIL TRAIL IS OPEN WITH NO EQUIPMENT PARKED ON IT AND TRAIL IS CLEAN.
- THE COST FOR TRAIL ACCOMMODATIONS IS INCIDENTAL TO THE COST OF TRAFFIC CONTROL.

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REV	ISSUED FOR	DATE
0	CONSTRUCTION	3-13-2020



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CUSTOMER NO. A13.120253

CITY OF WINDSOR HEIGHTS, IOWA		SHEET  C.1
NORTH WALNUT CREEK STREAMBANK RESTORATION		
GENERAL NOTES		

ESTIMATED PROJECT QUANTITIES					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT	AS BUILT QUANT.
1	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	
2	11020-108-A-1	MOBILIZATION	LS	1	
3	12000-108-X-0	BANK RESTORATION 1	LS	1	
4	12000-108-X-1	BANK RESTORATION 2	LS	1	
5	12020-108-X-0	TRAIL PROTECTION	LS	1	

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	8030-108-A-0	TEMPORARY TRAFFIC CONTROL INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY TRAFFIC CONTROL; INLCUDING TRAIL CLOSURE SIGNS AND CONSTRUTION FENCING.
2	11020-108-A-1	MOBILIZATION
3	12000-108-X-0	<u>BANK RESTORATION 1</u> ITEM INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL BANK RESOTRATION FOR LOCATION 1 AS DETAILED IN PLANS INCLUDING BUT NOT LIMITED TO WALL INSTALLATION, RIP RAP, ENGINEERING FABRIC, TREE & BRUSH REMOVAL , CABLE, GRADING, ACCESS ROAD AND SEEDING.
4	12000-108-X-1	<u>BANK RESTORATION 2</u> ITEM INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL BANK RESOTRATION FOR LOCATION 2 AS DETAILED IN PLANS INCLUDING BUT NOT LIMITED TO WALL INSTALTATION, RIP RAP, ENGINEERING FABRIC, TREE & BRUSH REMOVAL , CABLE, GRADING, ACCESS ROAD AND SEEDING.
5	12020-108-X-0	<u>TRAIL PROTECTION</u> CONTRACTOR SHALL PROVIDE AND INSTALL A MEANS OF PROTECTING THE EXISTING ASPHALT TRAIL FROM DAMAGE CAUSED BY CONSTRUCTIN EQUIPMENT. RECOMMNDDED PLACEMENT OF 3-INCH THICK LAYER OF WOOD CHIPS OVER EXISTING TRAIL. PROTECTION MATERIAL SHALL BE REMOVED FOLLOWING CONSTRUCTION. ITEM INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO FURNISH, INSTALL, MAINTAIN, AND REMOVE TRAIL PROTECTION. ANY DAMAGE TO TRAIL CAUSE BY CONSTRUCTION EQUIPMENT WILL BE CONTRACTOR'S RESPONSIBILITY TO REPAIR AT THEIR COST. OTHER METHODS OF TRAIL PROTECTION MAY BE ALLOWED WITH ENGINEER APPROVAL PRIOR TO PLACEMENT.

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CHECKED	XXX
CUSTOMER NO.	A13.120253

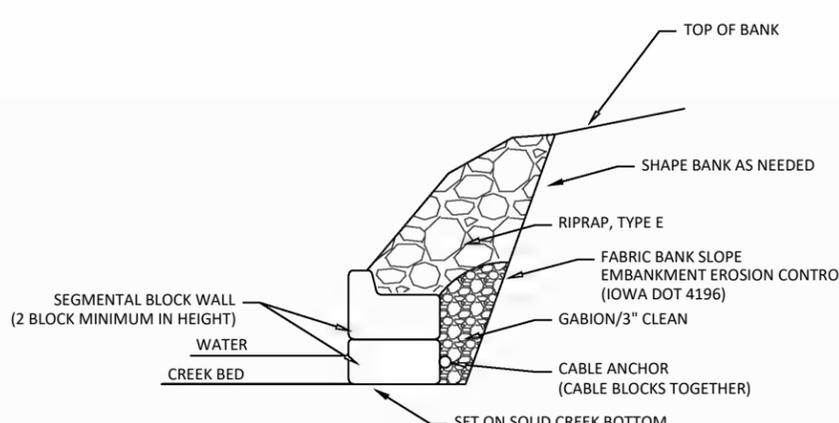
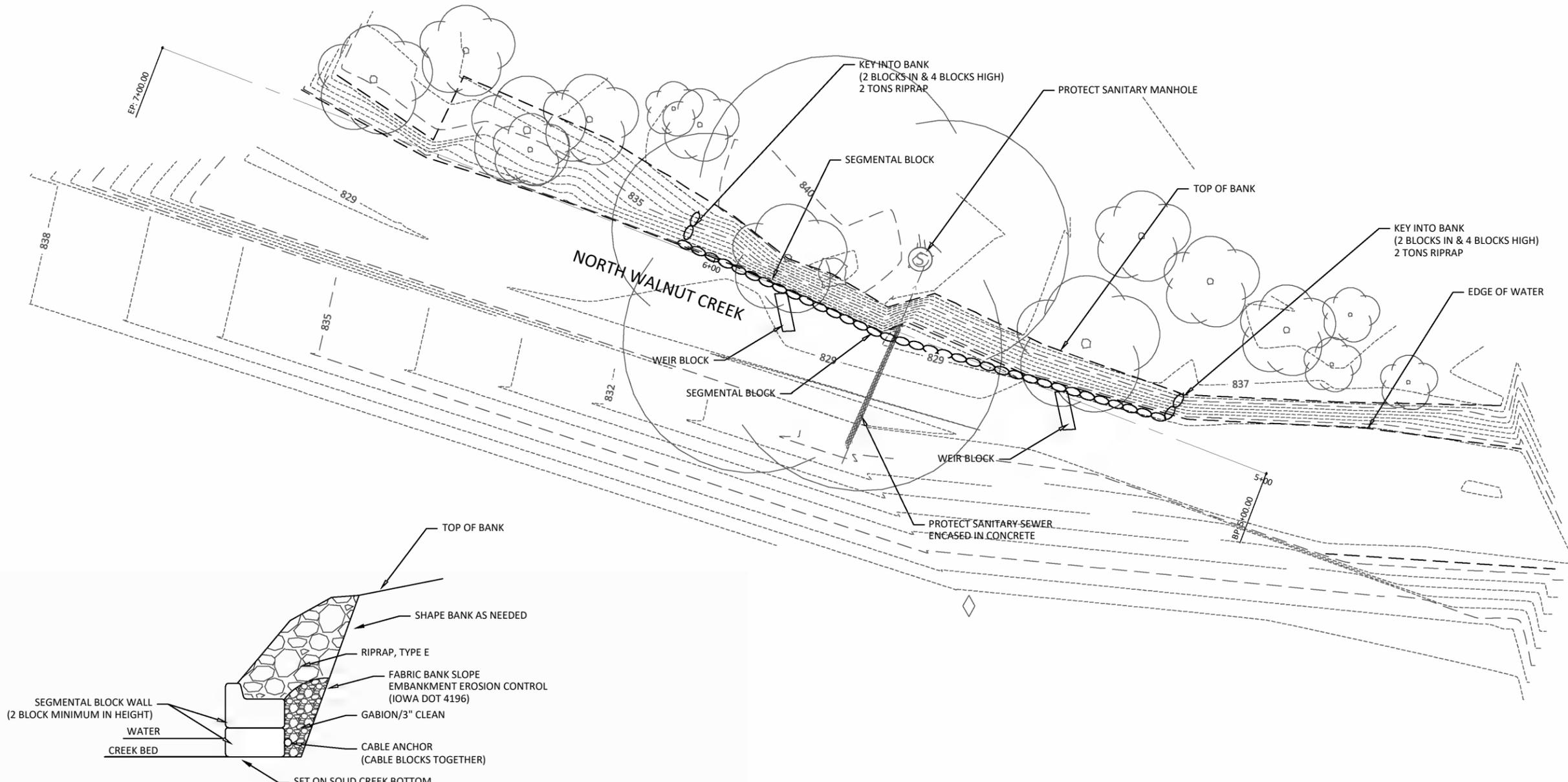
CITY OF WINDSOR HEIGHTS, IOWA  
NORTH WALNUT CREEK STREAMBANK RESTORATION  
QUANTITIES & ESTIMATE REFERENCE NOTES

SHEET  
C.2

NOTES:  
 1. SEED ALL DISTURBED AREA (INCIDENTAL)

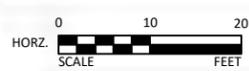
# LOCATION 1

NORTH WALNUT CREEK



**BANK RESTORATION DETAIL (LOC. 1)**

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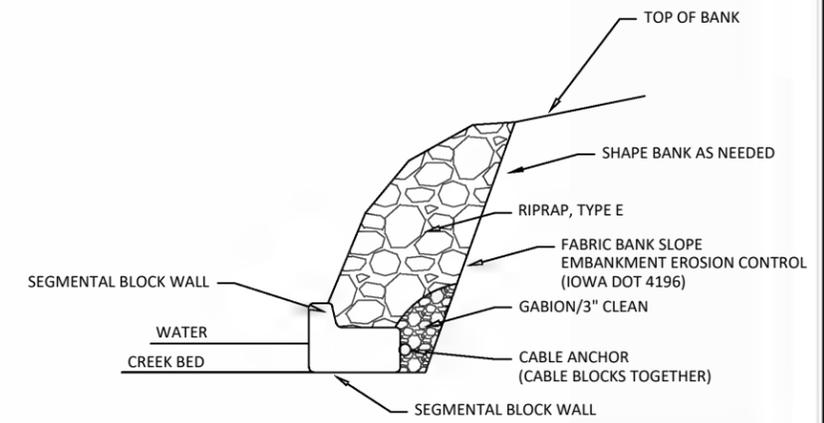
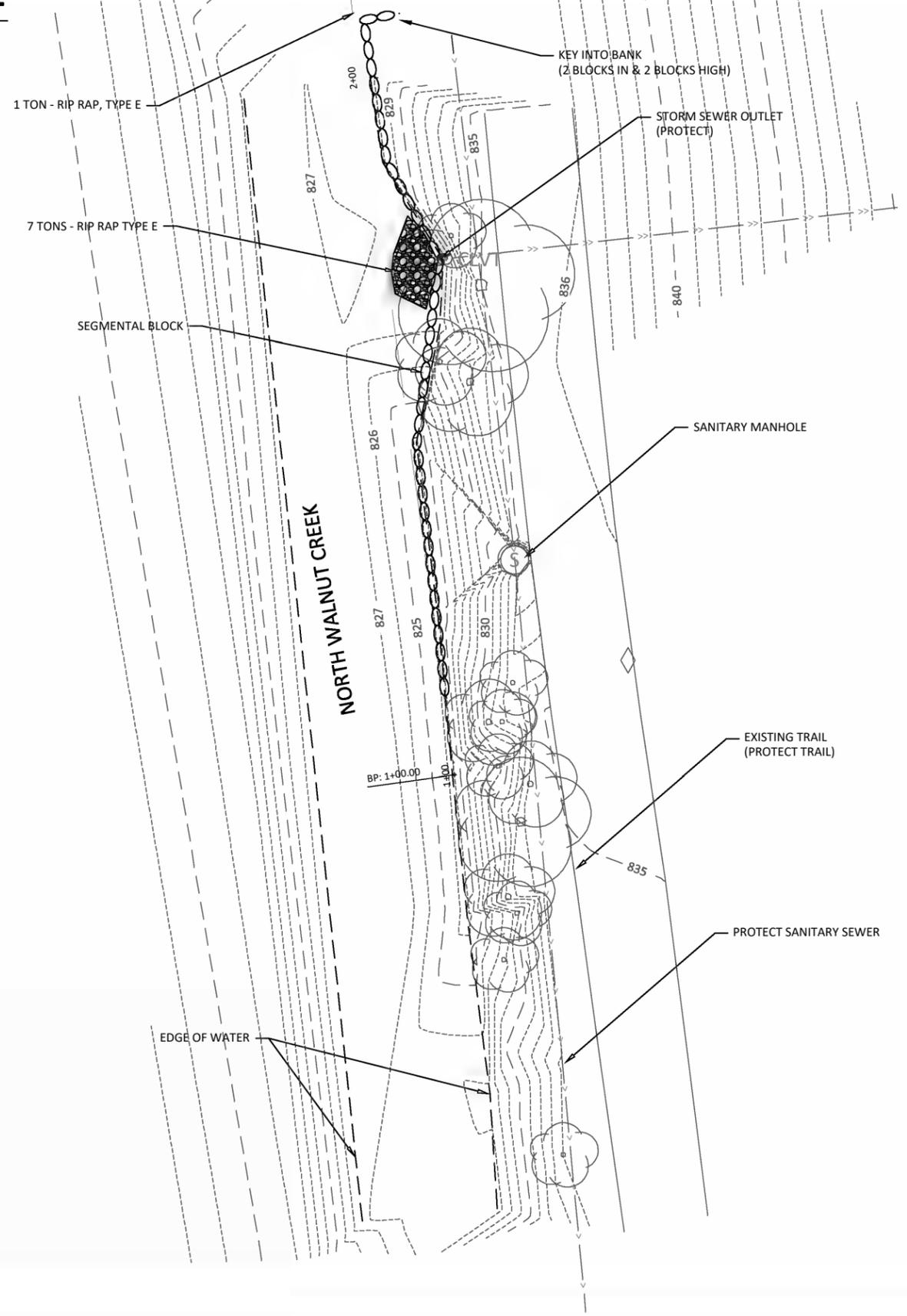
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DATE PLOTTED	A13.120253

CITY OF WINDSOR HEIGHTS, IOWA  
 NORTH WALNUT CREEK STREAMBANK RESTORATION  
 LOCATION 1

SHEET  
 D.1

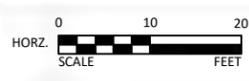
# LOCATION 2

NOTES:  
1. SEED ALL DISTURBED AREA (INCIDENTAL)



**BANK RESTORATION DETAIL (LOC. 2)**

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CUSTOMER/PROJECT	A13.120253

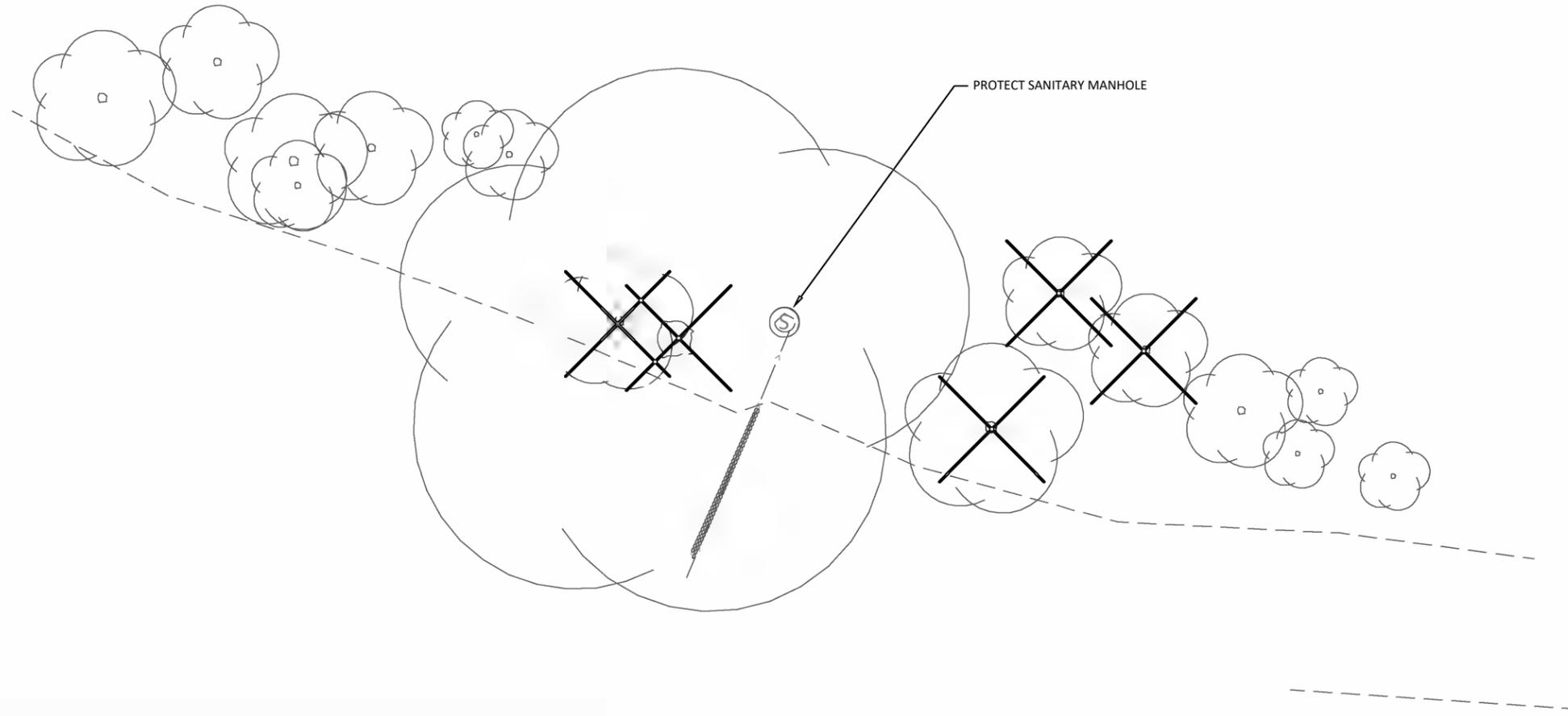
CITY OF WINDSOR HEIGHTS, IOWA  
NORTH WALNUT CREEK STREAMBANK RESTORATION  
LOCATION 2

SHEET  
D.2

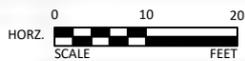
NOTES:

1. REMOVALS TO BE MARKED IN FIELD BY ENGINEER WITH CONTRACTOR PRESENT.
2. TREE TRIMMING CONSIDERED INCIDENTAL.
3. REMOVING BRUSH CONSIDERED INCIDENTAL.

# LOCATION 1



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CUSTOMER PROJECT NO.	A13.120253

CITY OF WINDSOR HEIGHTS, IOWA  
 NORTH WALNUT CREEK STREAMBANK RESTORATION

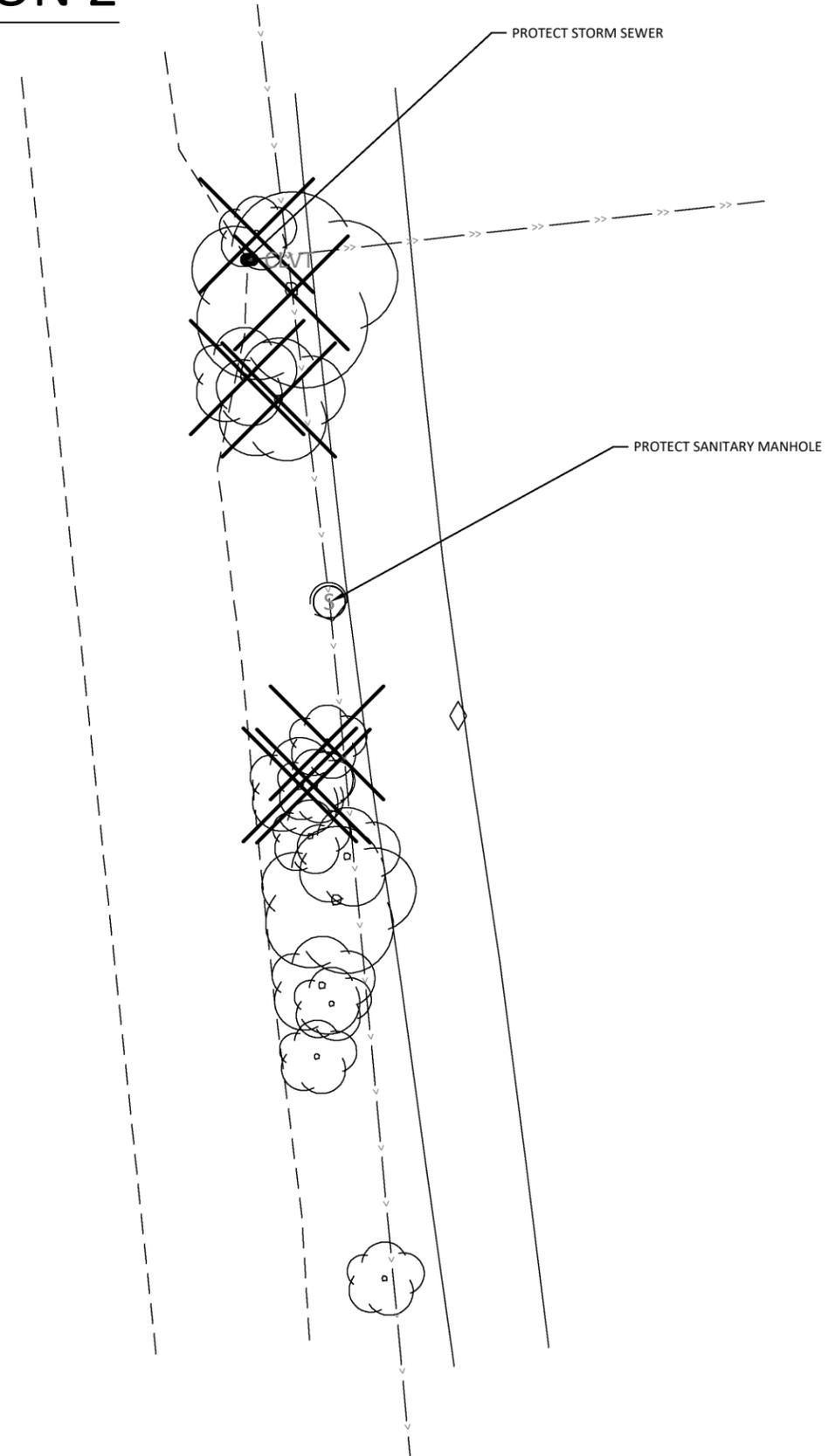
REMOVALS

SHEET  
 R.1

# LOCATION 2

**NOTES:**

1. REMOVALS TO BE MARKED IN FIELD BY ENGINEER WITH CONTRACTOR PRESENT.
2. TREE TRIMMING CONSIDERED INCIDENTAL.
3. REMOVING BRUSH CONSIDERED INCIDENTAL.



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CITY OF WINDSOR HEIGHTS, IOWA  
 NORTH WALNUT CREEK STREAMBANK RESTORATION

REMOVALS

SHEET  
 R.2



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM: Dalton Jacobus

SUBJECT: Discussion about the Citywide Garage Sale and Clean Up Events

**GENERAL INFORMATION**

The Citywide Garage Sale is scheduled for the weekend of May 16<sup>th</sup>. The annual trash pick up is scheduled for June 6<sup>th</sup>.

The City should decide if it wants to keep the garage sale date as it is currently scheduled, postpone the event, or cancel the event. The garage sale weekend is less than a month away.

Ankeny Sanitation, Inc. (ASI) and the Metro Waste Authority (MWA) are still picking up large trash items. Both ASI and the MWA are agreeable to the City still holding the annual trash pick up day on June 6<sup>th</sup> if that is what the council wants. They are also agreeable to rescheduling this event for a later date.

There was no formal resolution by the council adopted to schedule either of these dates.

**SUMMARY**

Staff recommends cancelling the garage sale due to social distancing recommendations.

Staff recommends holding the trash pick up as it is currently scheduled for June 5<sup>th</sup> because it is possible to participate in the event while maintaining social distancing.

**ATTACHMENTS**

None



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM: Rachelle Swisher

SUBJECT: Discussion on Construction Projects and Funding Sources

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Covid 19 Revenue Impact Memo
2. WH Project Funding Report



**TO:** Mayor and Council Members  
**FROM:** Rachelle Swisher, Finance Director  
**DATE:** April 14, 2020  
**SUBJECT:** Coronavirus Revenue Impact – Fiscal Year 2020

The coronavirus outbreak will have an impact on City revenues. The following tables show the estimated revenue losses by fund:

**General Fund**

Hotel/Motel Tax – assumed loss of 100% revenue for 60 days	\$1,000
Investment Income due to lower interest rates	\$5,500
Community Center – assumed loss of 100% revenue for 75 days	\$32,000
Parks–Ballfield Rental – assumed loss of 100% revenue for 75 days	\$3,500
Police – Fines and Fees – assumed loss of 20% revenue for 60 days	\$4,000
<b>FY20 Revenue Loss Estimate – General Fund</b>	<b>\$46,000</b>

**Local Option Sales Tax Fund**

LOST – assumed loss of 20% revenue for 60 days	\$35,000
<b>FY20 Revenue Loss Estimate – Local Option Sales Tax Fund</b>	<b>\$35,000</b>

LOST revenue was not budgeted within the FY20 Budget, so is technically not a loss of revenue

**Road Use Tax Fund**

RUT – assumed loss of 20% revenue for 60 days	\$24,000
<b>FY20 Revenue Loss Estimate – Road Use Tax Fund</b>	<b>\$24,000</b>

**Total – All Funds**

<b>FY 20 Revenue Loss Estimate Total - All Funds</b>	<b>\$105,000</b>
--	------------------

The financial impact for fiscal year 2020 across all funds is minimal. This amount of revenue can easily be absorbed with General Fund, Local Option Sales Tax Fund and Road Use Tax Fund revenue reserves we currently have on hand.

Currently, 93% of all property taxes have been collected according to the Polk County Treasurer’s office. The remaining 7% have until April 30<sup>th</sup> (extended from April 1<sup>st</sup>) to be paid. The impact to the City if the 7% went uncollected in FY20 would be \$267,000. This amount could be absorbed by our General Fund revenue reserves, if needed.

I am also working through the FEMA process to have any COVID19 specific expenses reimbursed. This will take anywhere from 4-6 months to finalize.

I am monitoring our financial position daily and will give updates to our numbers as I have them.

# WINDSOR HEIGHTS PROJECT FUNDING REPORT

APRIL 14, 2020

<u>PROJECT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>	<u>FUNDING STATUS</u>
University Ave.	\$8,123,038 EST.	GO Debt (paid with TIF)	Borrowing closing 4/30/20
College Drive	\$2,562,185 EST.	GO Debt (paid with Debt Svc)	Borrowing closing 4/30/20
Allison Ave/69 <sup>th</sup> St.	\$3,293,135 EST.	GO Debt (paid with Debt Svc)	Borrowing closing 4/30/20
PCC Patching	\$502,595 EST.	TIF	Funds on hand
73 <sup>rd</sup> St. Design Work	\$539,170	TIF	Funds on hand
Personnel Services*	\$6,365	General Fund	FY20 Budget Amendment
Work from Home Tech.	\$8,000 EST.	General Fund/FEMA	FY20 Budget Amendment/FEMA Reimbursement
PSB Parking Lot Fix	\$16,000	Storm Water Fund	Funds on hand
Park Plan	\$18,600	FY20 Parks Budget/ATE Funds	Funds on hand

\*This work includes a wage and job description review for 7 positions, and Personnel Policies review and recommendations



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM: Mark Arentsen

SUBJECT: Discuss the Status of Filling the City Administrator Position

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Admin Salary Comps

**Mark Arentsen**

---

**From:** Charlene Stevens <cstevens@govhrusa.com>  
**Sent:** Thursday, April 16, 2020 4:10 PM  
**To:** Mark Arentsen  
**Subject:** Salary Range for City Administrator

Mark,

I am not sure how this will compare to the data for your larger salary survey, but I looked at data we had for other Iowa cities that were smaller in population and a mix of metro and non metro.. I also looked at a few of the smaller communities within the DM MSA to see what that average might be. The current range appears to be below the market, and keep in mind when I looked at the suburbs such as Urbandale, the City Manager's salary range was \$153,000 to 197,500 and the closest management level salary range comparable for Windsor Heights City Administrator range was that of the Economic Development Director for Urbandale, which is why I did not include Clive, West Des Moines, Ankeny, Johnston, etc. The data is not perfect, but it gives you a picture.

	Minimum	Maximum	Actual
Carroll	\$97,850.00	\$132,230.00	
Charles City			\$116,467.00
Creston			\$113,460.00
Decorah	\$92,276.00	\$131,255.00	
Fairfield			\$94,091.00
Grinnell			\$145,125.00
Keokuk			\$125,000.00
Knoxville			\$105,283.00
Mount Pleasant			\$121,451.20
Nevada			\$100,687.28
Newton			\$122,845.00
Oskaloosa			\$137,917.00
Pella			\$156,617.00
Sioux Center			\$128,496.00
Storm Lake	\$97,094.00	\$132,932.00	
Washington			\$111,235.00
Waverly			\$130,238.00
Webster City			\$115,000.00
<b>Average</b>	<b>\$95,740.00</b>	<b>\$132,139.00</b>	<b>\$121,594.17</b>

Boone	\$112,680.00
Bondurant	\$121,900.00
Carlisle	\$106,708.00
Knoxville	\$105,283.00
Nevada	\$100,687.00
Newton	\$122,845.00
Norwalk	\$122,845.00
Pella	\$156,617.00
Perry	\$119,783.00
<b>Average</b>	<b>\$118,817</b>

*\$118,817*

Let me know if you would like some additional information and also how this compares to the larger salary study you are undertaking. There is some time to look at this more closely before reposting the position.

Best Regards,  
 Charlene

**Charlene R. Stevens**  
**Senior Vice President**

## Mark Arentsen

---

**From:** Charlene Stevens <cstevens@govhrua.com>  
**Sent:** Thursday, April 16, 2020 4:25 PM  
**To:** Mark Arentsen  
**Subject:** Re: Salary Range for City Administrator

If there are questions, let me know or if you want additional data as well. My suggestion is that pushing the range up to \$130,000 would help, but it has to be sustainable as well.

As an aside, I just posted Muscatine with a range of \$140,000 to \$170,000

Have a good evening,  
Charlene

On Thu, Apr 16, 2020 at 4:11 PM Mark Arentsen <[marentsen@windsorheights.org](mailto:marentsen@windsorheights.org)> wrote:

Thank you. This is helpful.

**From:** Charlene Stevens <[cstevens@govhrua.com](mailto:cstevens@govhrua.com)>  
**Sent:** Thursday, April 16, 2020 4:10 PM  
**To:** Mark Arentsen <[marentsen@windsorheights.org](mailto:marentsen@windsorheights.org)>  
**Subject:** Salary Range for City Administrator

Mark,

I am not sure how this will compare to the data for your larger salary survey, but I looked at data we had for other Iowa cities that were smaller in population and a mix of metro and non metro.. I also looked at a few of the smaller communities within the DM MSA to see what that average might be. The current range appears to be below the market, and keep in mind when I looked at the suburbs such as Urbandale, the City Manager's salary range was \$153,000 to 197,500 and the closest management level salary range comparable for Windsor Heights City Administrator range was that of the Economic Development Director for Urbandale, which is why I did not include Clive, West Des Moines, Ankeny, Johnston, etc. The data is not perfect, but it gives you a picture.

	Minimum	Maximum	Actual
Carroll	\$97,850.00	\$132,230.00	
Charles City			\$116,467.00
Creston			\$113,460.00
Decorah	\$92,276.00	\$131,255.00	

Boone	\$112,68
Bondurant	\$121,90
Carlisle	\$106,70
Knoxville	\$105,28



**STAFF REPORT**  
**CITY COUNCIL**  
April 20, 2020

TO: CITY COUNCIL  
FROM: Chief McCluskey  
SUBJECT: Public Safety Report

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. 2020 March PS Monthly Report



# Windsor Heights Public Safety

POLICE ♦ FIRE ♦ EMS

## Monthly Report



To: Interim City Administrator Mark Arentsen  
From: Public Safety Director Chad McCluskey  
Date: April 6, 2020  
RE: March, 2020 Public Safety Monthly Report

### **MAJOR WORK AREAS:**

- During the month of April, officers will be maintaining social distancing where possible, in consideration of the Covid-19 pandemic. When possible officers are taking reports by phone but in many instances, officers have to be present. On these types of calls for service, officers will be following department guidelines on use of PPE.
- Officers will direct enhanced visibility in residential neighborhoods in hopes of deterring crime and letting our community know we are still a resource for them.
- Officers will be spending additional time around open essential stores. These stores see a high volume of customers and an officer in the area should help in calming fears as well as deterring crime. Some stores have certain hours specifically for those who are considered most at risk from Covid-19.
- Officers will be spending additional time around vulnerable businesses now closed due to the pandemic, and officers will be present in these areas.
- We have postponed police in-Service training during the month of April. Training officers will seek ways to train officers during the month while maintaining social distancing.
- Investigations will continue reviewing information and evidence regarding a stolen motor vehicle incident.
- Investigations will review and continue casework regarding the forgery of checks from a local entity. Investigators are attempting to determine identity and parties involved.
- Support Services will work to update all mobile data terminals to a new operating system with supporting hardware.

- Support Services will monitor the fleet procurement process and update vendors as appropriate for scheduling. The department hopes to take receipt of the fleet procurement and schedule the up fit for a May installation, however the vehicle has been delayed by Covid-19 related plant closures.
- Daily inventory of personal protective equipment (PPE) continues with the Fire Department and we continue to monitor Covid-19 related information coming in to adjust our protocols and practices ensuring we are up-to-date with the latest best practices.
- The Fire Department will continue to assist residents with drive-by appearances, as requested, for special events such as birthday parties. This is a great way to bring a smile to the faces of those isolated to their homes.
- Staff continues to track Covid-19 related purchases for possible FEMA reimbursement in connection with the disaster declaration for the State of Iowa.

### **ACCOMPLISHMENTS:**

- During March, officers attended department in-service training at Camp Dodge's shoot house instructed by Detective Nissen and Officer Palmer. Officers performed various scenarios related to active shooter incidents under stress using live ammunition.
- Officer Norris was unable to attend the annual Life Savers Conference in March because it was cancelled due to Covid-19 concerns.
- Officers Roetman and Davison, along with Detective Nissen, also had training through the Iowa Narcotics Officers Association cancelled due to Covid-19 concerns.
- Officer Irlbeck was unable to attend a school put on by Caliber Press titled "Legally Justified- But was it avoidable?" due to Covid-19.
- March was a "Seat belt" survey month for the GTSB grant. Any enforcement/education efforts throughout the month assisted in working toward this grant. Officers spent approximately 45 minutes conducting a seat belt survey for the grant showing Windsor Heights is currently are averaging around a 91% seat belt usage rate.
- Officers focused 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 spent approximately 2,522 minutes on this goal yielding; 7 speeding citations, 12 other citations, 3 warnings for other violations, 1 citation for no driver's license, 2 arrest for driving while suspended, 1 arrest for Driving While Barred, 1 OWI arrest, 1 charge of Possession of Controlled Substance, and 1 charge of Possession of Drug Paraphernalia.
- Officers focused attention toward the area of 73rd/Hickman Road to educate motorist and enforce issues surrounding stoplight violations. Officers spent 858 minutes on this goal yielding; 1 OWI arrest, 10 citations, and 11 verbal warnings.
- Officer's goals related to more interaction with Clive and Cowles elementary during March was stifled due to Covid-19 and spring break.

- Officers focused efforts toward dangerous driving near Windsor Heights Schools. Officers enforced and educated motorists on the issue of school zones and limits. Officers spent 221 minutes on this goal yielding one citation and two warnings.
- Officer Irlbeck stopped a vehicle after the vehicle left the lane of travel on I-235 and almost struck another vehicle. The driver showed signs of alcohol impairment, was tested, and failed showing a blood alcohol content of .171 %. The driver was cited for OWI 1st and released to a sober individual.
- Officer Clingan stopped a motorcycle for speeding in the 1400 block of 73rd Street during the overnight hours. The rider showed obvious signs of impairment and failed field sobriety testing showing a blood alcohol content of .094%. The driver was taken to Polk County Jail on the charge of OWI 2nd and Driving While revoked.
- Officer Johnson stopped a vehicle after noticing it squealing the tires which lead into an oversteer into oncoming lanes of traffic. The driver showed signs of impairment by alcohol and failed field sobriety testing. The driver refused breath testing and was cited and released to a sober party on the charge of OWI 1st .
- Officers Irlbeck and Johnson were dispatched on a welfare check at a local residence. Upon their arrival, they found both parents had been fighting and were intoxicated. The kids were uncared for and were turned over to their grandparents, officers later passed on information to DHS. The male half was arrested while wearing only his underwear as he had become combative with officers. Once the male was secured in the backseat of the patrol vehicle he began kicking out the back window and officers further subdued him. The male was taken to Polk County Jail on numerous charges to include; Child Endangerment, Domestic Abuse, Harassment 1st and Interference with Official Acts.
- Officer Johnson was dispatched to a local business after it was learned that the manager had been stealing merchandise with a value in excess of \$1,500. The manager admitted to the thefts and was arrested and taken to Polk County Jail on numerous charges to include Theft 2nd.
- Officer Irlbeck stopped a vehicle after it began driving the wrong way on an on-ramp to I235. The driver showed signs of impairment, failed field sobriety testing, and was arrested. During processing, the intoxicated female arrestee fondled Officer Johnson as he stood next to her, unsolicited by Johnson. The female was taken to Polk County Jail on the charges of OWI 1st and Sexual Abuse 3rd.
- Officer Bowers stopped a vehicle for having dark window tint associated to a local address with recent drug activity. The driver of the vehicle had a barred license and was arrested. Upon search, Officer Bowers found the offender to be in possession of; methamphetamine, marijuana, and drug paraphernalia. The offender was taken to Polk County Jail on the charges of; Possession of controlled substance 3rd x2, Driving while Barred, and Possession of drug paraphernalia. This individual is associated with a location where officers continue to experience challenges.

- Officer Bowers was on patrol and ran the license plate of a vehicle that passed him. He received an NCIC hit saying that the registered owner had a warrant for their arrest. Officer Bowers stopped the vehicle and found the driver to have a drug warrant. The driver was arrested and turned her over to Dallas County Sheriff's Office.
- Chief McCluskey successfully completed, and graduated, the FBI National Academy on Friday, March 13, 2020. Chief McCluskey returned to normal duties on Monday, March 16<sup>th</sup> – just in time for the Covid-19 pandemic to affect “normal” operations.
- Support services assisted with facilitating department in-service training through a live-fire exercise. Detective Nissen and Officer Palmer instructed firearms training at Camp Dodge. Officers were able to practice their techniques clearing rooms, identifying targets during a live-fire exercise.
- Support services resumed and complete casework on a previous sex assault case. Detective Nissen was able to complete the investigation on this case. This case was not referred for criminal prosecution however, additional safeguards and referrals were made.
- Investigations continued to review casework on the shooting incidents from January. Detective Nissen completed additional warrants as part of the post arrest investigation. As a result of this investigation additional information was presented to the prosecuting attorney.
- Detective Nissen reviewed and filed three arrest warrants on two individuals involved in a misdemeanor theft and trespass incident. These individuals were observed and identified concealing merchandise from a local retailer. One individual had previously been given notification of trespass on the property.
- Investigations continued casework to include the issuance of a prosecuting attorney's subpoena regarding a forgery of checks case. Detective Nissen identified additional incidents across the continental United States in which victim(s) were defrauded with a monetary loss.
- Captain Meyer facilitated staff with logistics and configuration to tele-work during the COVID-19 pandemic. Additional equipment needs were identified, sourced and ordered.
- The Records function and daily processes were able to be transferred to a tele-work capacity. Staff is currently able to fulfill all normal operations except in-person transactions.
- On March 27<sup>th</sup>, 2020 Paramedic/FF Nekola, EMT/FF Evans and EMT/FF Fleming responded to address on 77th St. for an illegal burn. Crews arrived to find the homeowner speaking with Windsor Heights Police Officers. The homeowner was educated on open burning regulations within the city limits. The homeowner was burning some yard waste and was unaware of the law. She extinguished the fire prior to the fire department leaving the scene.

- With the COVID-19 pandemic, the fire department is doing their part by trying to socially distance themselves as much as possible. Included in these measures, residential and commercial inspections were temporarily put on hold. All public relations events are also on hold, as well as any smoke detector inspection/installations.
- Also as a result of the COVID-19 pandemic, the Windsor Heights Firefighters Association (WHFFA) had to make the decision to cancel the annual Easter egg hunt, which was to be held at Colby Park. These are trying and difficult times for all of us, but with the health and safety of the public and our firefighters decided it would be best to cancel the hunt.
- The Windsor Heights Firefighters Association hopes things will calm down and be somewhat back to normal for the pancake breakfast to be held on May 16th.
- The Windsor Heights Fire Department continues to monitor the Covid-19 pandemic and adjust daily practices, protocols and procedures to ensure we are in line with best up-to-the-minute practices.
- With the recent “stay home, stay healthy” messaging both the Fire Department and Police Department have been involved in helping bring a smile to others faces through drive-by appearances for special events such as birthday parties.
- All close contact public relations events, tours, rental inspections, and commercial inspections have been put on hold with the Fire Department to reduce exposure to our team.
- Windsor Heights Fire Department members have been working tirelessly to keep the station disinfected and sanitized. Paramedic Dumermuth, EMT Merseal, and EMT Swauger built a sprayer with a disinfectant chemical to spray down equipment after use.
- Paramedic Dumermuth and EMT Merseal worked to better organize and relabel our medication vending machine during the month of March to make it easier to identify medications.
- Paramedic/Firefighter Jared Dumermuth pass his Firefighter II certification practical in March.
- With department wide training being postponed due to Covid-19 restrictions, Paramedic/Firefighter Dumermuth, EMT/Firefighter Merseal, EMT/Firefighter Swauger, and EMT/Firefighter Fleming took it upon themselves to sharpen their skills during daily shift training, including roll up drills on commercial buildings and bumper line deployments.

- Paramedic/Firefighter Dumermuth, EMT/Firefighter Merseal, EMT/Firefighter Johnson and EMT/Firefighter Swauger responded to a residential fire assignment. Automatic aid was received from WestCom. Upon arrival, crews found a single story, multifamily dwelling with nothing showing from the outside, and a partial evacuation. There was a thick smell of burnt food and a heavy haze in the house. The homeowner was still in the unit when crews arrived, crews requested he leave to ensure his safety. The occupant refused, and began to get defensive. With help of WHPD Officer Bowers, crews were able to talk him down and get him out of the house. Crews were able to confirm the issue was burnt food on the stove, and ventilation efforts were initiated to get the smoke cleared from the house. It took about 30 minutes to get the majority of the smoke cleared.

Windsor Heights Public Safety  
Statistical Comparison

	Jan 18	Jan 19	Jan 20	Feb 18	Feb 20	Feb 19	Mar 18	Mar 19	Mar 20	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	
<b>PATROL</b>																															
Calls for Service	721	804	724	625	613	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	102	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	61	30	46	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	106	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	9	3	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	62	42	64	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	7	3	12	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	0	3	0	1	0	1		2	0	2	1	0	0	0	2	2	2	2	0	0	1	0	0	0	1	13	10	-23.08%	
Supplemental Reports	22	37	45	35	42	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	16	11	12	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	132	134	109	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	37	77	29	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%	
<b>INVESTIGATIONS</b>																															
Cases Assigned by Month	8	3	4	5	1	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	2	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	0	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	0	3	2	4		10	5	1	4	2	3	0	3	3	3	6	9	4	1	4	1	6	37	47	27.03%		
Cases Cleared by Arrest	7	0	2	0	1	4	1	0		0	4	1	0	0	0	3	0	3	0	3	2	0	2	0	3	2	20	17	-15.00%		
Cases Cleared Exceptional Clearance	0	1	1	0	2	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	0	2	0	1	0	0	2	0	0	0	0	2	4	100.00%		
<b>ATE Program</b>																															
<b>7100 University</b>																															
Vehicle Count	293338	269690	155999	266744	208041	251727	310188	293265		314431	311720	341593	321018	352699	282977	333059	197909	336568	208498	341614	174861	323385	213449	301476	187419	306763	228798	3821858	2941331	-23.04%	
Citations Issued	749	581	56	506	56	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%	0.03%	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%		
<b>6400 University</b>																															
Vehicle Count	273621	297712	248215	270396	164771	274741	340226	308512		326787	333029	365103	351163	356498	293475	363002	254920	360126	243289	365746	270786	346752	271166	320821	241065	324504	255971	4013582	3395829	-15.39%	
Citations Issued	1811	1109	188	1618	231	994	1808	1509		1891	1570	1837	1487	1797	1000	2040	123	1731	140	649	145	1572	138	1444	141	1134	184	19332	8540	-55.82%	
% of drivers Cited	0.66%	0.37%	0.08%	0.60%	0.14%	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%		
<b>FIRE DEPARTMENT STATISTICS</b>																															
Total Calls for Service:	62	55	63	49	59	43	60	64	0	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	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	2	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	45	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%	
Hazardous Conditions - No Fire	5	2	2	1	1	2	0	1		1	3	3	3	0	2	1	2	1	3	0	3	3	3	3	0	3	3	2	18	29	61.11%
Service Calls	2	4	11	6	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	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	2	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		0	1	0	1	0	0	1	0	0	1	0	1	0	0	0	0	0	0	1	4	300.00%	
Rental Inspections	17	19	48	13	14	4	11	17	3	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	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	0	8	0	-100.00%	
PrePlans Completed	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	-100.00%	



**STAFF REPORT  
CITY COUNCIL**  
April 20, 2020

TO: CITY COUNCIL  
FROM: Dalton Jacobus  
SUBJECT: Public Works Report

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. Public Works Staff Report - 20 April 2020

# Public Works Staff Report for 20 April 2020 Council Meeting

Report covers 3/12/2020 – 4/15/2020

- I had a conversation with Erin about how we can better enforce visibility clearances at intersections. Our code doesn't clearly spell out what the requirements are. My staff is going to put together a list of intersections that are currently hazardous so that we can figure out a plan to get them fixed.
- The stormwater BMP program has started to gain traction. Our Facebook giveaway was well received and resulted in another application being submitted. It is still my goal to get 5 of these practices installed in Windsor Heights this spring.
- Whitney and I have been working together on modifying the CEC Coronavirus policy for each council meeting. We want to be sure that we are being fair to our renters while at the same time making sure that the City's interests are being protected. I also spent a bit of time putting together the PW coronavirus staffing plan.
- I received proposals from RDG and BMI to complete our Parks Plan. The Council approved the contract to BMI at the 4/6 meeting. We held the project kick off meeting on 4/15. This will be a good plan to have in place to help guide decisions moving forward.
- All of our preconstruction meetings and construction coordination has been done by remote meeting whenever possible. This has been much easier and more efficient than anticipated and may be something that we look at implementing for future projects.
- Bids were received for the 2020 PCC Patching project. The bids came in slightly below my estimate. We are exploring locations for additional work to make sure we get the most out of our favorable unit pricing. The additional work will likely be adjacent to one of the already planned patches to minimize on traffic control and mobilization costs. More information about this is in the 'project updates' section of this report.
- I met with some residents and LT Pearson down at the dead end of Center Street about issues that they are facing with the Dog Park. I encouraged them to be vocal during the park plan process.
- One of my seasonal employees started on April 1<sup>st</sup>. He is currently on rotation 2 and is only working 40 hours per pay period. The second seasonal employee is scheduled to begin working on May 28<sup>th</sup>. Both of these employees have worked for the City in the past in a seasonal capacity and we are happy to have them back on board.

- The Walnut Creek WMA has cancelled its second quarter meeting this year. We have not made progress on upstream detention since our last meeting. We have ruled out several locations and are still working on this project.
- Whitney has been working from home for a few weeks and it has been going really well. I've been primarily working out of City Hall and only going down to the shop sporadically.
- The City of Urbandale has taken over the administration of the regional salt facility in Grimes from the City of West Des Moines. This will have no major impact on Windsor Heights.
- We have completed the review of Verizon's three permit applications for small cell wireless facilities to provide 5G capabilities in Windsor Heights. This is the first of many applications. We look forward to our residents having this capability.
- We had the partition wall panels in the Community Center repaired again. This time I had the contractor fasten every veneered panel to the frame regardless of whether it needed it. This will hopefully keep the panels from slumping. The door for the partition is sagging on the hinges. This would be quite an expensive repair. The contractor recommended using the door as it currently is until it breaks at which time we can repair it.
- I requested surveyors from BMI to shoot elevations of the floor of the shop and the floor of the CEC. Both of these structures are well below the base flood elevation. I am not sure what the answer to this problem is yet but I am working on it. I hope to bring a discussion item to council on this topic sometime in the next month.
- The PSB parking lot repair began on 4/14. I expect the work to be completed by the end of the day on 4/24.
- I was helping Whitney with the yard waste stickers for about a week. I had no idea how much time was spent on that whole process. I have reached out to Metro Waste and requested that we look at a different work flow for next year. I told them it would be favorable to the City to put a \$5 surcharge on each sticker that covers the cost of a third party provider handling sticker distribution. It is an inefficient process that doesn't make good use of staff time.
- I've completed the first draft of our 2019 stormwater report for the DNR. I need to go through and edit it before sending it out. It will be delivered before the end of the day on 4/17. This report is pretty standard fare and is a requirement of our MS4 permit from the state
- There is a duplex being built at the dead end of 64<sup>th</sup> Street, south of the vacant lot by Hickman Road. I have been working through storm and sanitary utility issues with the builder. We have also reached out to one of the neighboring property owners to see if he would want to collaborate on a shared sewer service that would be mutually beneficial for both properties. The two parties are now working out the logistics of this project and have told me that they'll keep me in the loop.

- Metro Waste is going to experiment with a regional glass recycling container down next to the cardboard container at Colby Park. If the container is used enough, they will bring out a large glass dumpster. This is both more environmentally friendly and revenue conscious. They can make more money out of clean glass than comingled glass.
- I have ordered a picnic table for the Windsor Heights Foundation to be installed on the North Walnut Creek Trail near the 'DNR Building'. This installation will happen sometime this summer. It usually takes about a month for the furniture to get delivered from Iowa Prison Industries.
- Whitney and I had a conference call with David Swartz about the Nights in the Heights, the July 4<sup>th</sup> Concert, coronavirus cancellations and postponements, and the ice cream social in August.
- The Keep Windsor Heights Beautiful group will be cleaning up and planting the butterfly bed in late April and May. They have also offered to design the planters that are up around the Community Center. I anticipate cost for plants for all of this work to be less than \$1,000.
- I have worked through some preliminary and very rough work on utility services at 63<sup>rd</sup> and University. I've also looked into different ways that traffic and turn lanes can be reconfigured at this intersection, specifically on northbound 63<sup>rd</sup> Street.
- I have ordered 280 tons of salt for the next snow season. We used about 800 tons of salt this year. We still have 651.87 tons of salt in storage in the Grimes facility. We are only allowed to store 600 tons in that facility per the 28E agreement. Because of our 600 ton limit, which is more than enough to cover our needs, I am drawing down our reserves in Grimes. This is helping us save money on snow removal for last year and this year.
- We have completed the review work with the ICN on a shared use agreement. This is on the consent agenda for council approval at the 20 April council meeting.
- The DNR Forestry Division has completed our street tree inventory and data processing from last summer and fall. I incorporated the data that they collected into our GIS reader maps. These maps have proven useful almost every day.
- I've been working with the NRCS and BMI on the 2020 North Walnut Creek Streambank Stabilization Project. They have provided approval of the plans that are being considered by the City Council on 4/20. I'm now working with the USACE on 404 permitting. More information is in the 'project updates' section.

## Project Updates

- University Avenue
  - I have reached out to the commercial property owners on 73<sup>rd</sup> Street to let them know to contact me directly if they have issues during the project. This seemed to be well received and has already proven to be a good thing.
  - Phase 1A began on 4/14. This phase is the north side of University from 73<sup>rd</sup> Street to about halfway between the two driveways to HyVee's west lot. This phase will take about a month.
  - Phase 2A will probably begin in the middle of May when Phase 1A is finished up. This phase will reconstruct the north side of University from the end of Phase 1A to the east side of the main entrance to the east parking lot of HyVee on University Ave.
  - So far, the crews have set up traffic controls, milled off asphalt and started pavement removals.
  - We are closing eastbound university between 73<sup>rd</sup> and 70<sup>th</sup> Street to commercial truck traffic. This is because of the tight turn radius and narrow travel lanes through the project.
- 2020 Streets Project (69<sup>th</sup> and Allison)
  - Construction on Allison is not scheduled to begin until May 4<sup>th</sup>.
  - 69<sup>th</sup> St:
    - Phase 1 started on 4/8.
    - Phase 1 is from School Street to the north about halfway to Mott Ave. This phase will take about 2 months to complete.
    - There haven't been any issues to note on this project yet.
- College Drive Reconstruction
  - Erosion and sediment controls are being installed on 4/16.
  - Traffic controls are being delivered.
  - We have been doing final video inspection and survey of storm and sanitary structures.
  - Phase 1 is the area near the box culvert over North Walnut Creek. The phasing starts at the intersection of Plaza Circle and extends to the east to just east of the intersection of 75<sup>th</sup> Street.
  - Work on this phase will likely wrap up near the middle of June.
- 2020 PCC Patching Project
  - Bids were received on April 9<sup>th</sup>. Hawkeye Paving out of Bettendorf was the low bid of \$464,210. I estimated this project to cost \$502,595. BMI has provided a PSA with a not to exceed amount of \$26,529. We are still below budget by about \$12,000 from my original estimate even with the inspection and administration contract. The bid price was 7.6% below estimate. With the PSA, we are still 2.4% below the estimate. I am looking at adding a little bit of paving to this project. It will be near one of the other patches to minimize mobilization and traffic control costs.

- Work could begin on this project around the beginning of May. The contractor has indicated that the project may not take more than a month to complete.
- 2020 North Walnut Creek Streambank Stabilization
  - Plans are being presented to the council for approval on 4/20.
  - We have requested a 60 day extension from the State Urban Conservationist which would push a project completion deadline to September 1<sup>st</sup>.
  - The bids and contract will be considered by the Council at the May 18<sup>th</sup> meeting.
  - The estimate for this project is about \$60,000. 75% of the funding is coming from the NRCS.
  - There are two access points for this project. The first access point is the dead end of Wilshire Blvd and then south down the trail. The second access point is the far south side of the parking lot at the 'DNR Building'.

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



**STAFF REPORT  
CITY COUNCIL**

April 20, 2020

TO: CITY COUNCIL

FROM: Whitney Tucker

SUBJECT: Communications/Recreation Coordinator Report

**GENERAL INFORMATION**

**SUMMARY**

**ATTACHMENTS**

1. April 2020 Staff Report Whitney Tucker

## Communications/Recreation 2019 Staff Report

3/15/20 – 4/14/20

### Communications

- Since mid-March, we have been releasing daily COVID-19 updates Monday-Friday. Chief McCluskey gives me information that I put that on the COVID-19 page on our website, as a news item on the homepage. I also send this by email and post it on Facebook, Twitter, and Instagram. I have designed a graphic to have consistent branding for these updates. They contain information on relevant statistics and resources for our community.
  - These daily update emails have an open rate ranging from 45-50% and are sent to 835 people.
- Our social media presence mainly consists of COVID-19 messaging. This includes updates on City facility closure and event cancellations. I've created all graphics for these posts. I also share Polk County Health Department and Iowa Legal Aid posts as needed. I answer questions that residents send through messages on Facebook or through comments.
- The April e-newsletter was released on Thursday, April 2nd. This is released on the first Thursday of every month. It had an open rate of 46% with the industry average of 27%. This was sent to 835 people. This number is lower than the previous newsletter because I removed emails that are no longer valid and are bouncing.
- The first edition of the print newsletter was mailed out in March. Eleven people have asked to receive the newsletter. Because the number is small, I am printing and mailing these from City Hall and will not be using an outside service. The printed newsletter is exactly the same as the emailed newsletter. The Communications Committee will decide before the end of 2020 if the print newsletter will continue into 2021.
- City Council meeting videos are available to view on the City's website, Facebook, Twitter, and YouTube accounts. This includes meetings done on Zoom.
- Social media numbers
  - Facebook – we have 1941 Facebook followers. Our posts have reached 3,019 people in the past month and the City's profile has been viewed 603 times.
  - Twitter – has 656 followers. In the past 28 days we've had 10,900 tweet impressions and 150 profile visits for 48 tweets.
  - Instagram – there have been 37 posts in the past month and there are 214 followers.
  - I've continued to update and create new graphics as needed for social media. I am developing and maintaining a brand standard for the City's graphics.

- Website – I've updated the homepage and interior page design of the website. I removed the green background color because it had a dated look. I also added a scrolling banner so the bottom of the page moves up starting at the menu as you scroll down.
- I've create individual pages on our website for road project updates. Every Friday, the project engineer sends me updates and I post them on these pages, as a news item on the home page, as well as on Facebook, Twitter, and Instagram. I also create the graphic to use on these posts for consistent branding.
- I am the City's representative at Chamber meetings and events. Right now, the Chamber has not been holding board meetings or events due to COVID-19.

### **Community Center/Recreation**

- The Community Center is currently closed. I created a virtual tour video so that potential renters can still see what the space looks like even though I am not able to do tours at this time.
- I have been contacting effected renters and encouraging the option to reschedule their events. Many have decided to. With Rachelle's help, we are issuing refunds to renters who have been given that option by the Council. I am also answering questions from renters who have booked this summer and fall about the current closure.
- I am continuing to book the facility into 2021, but have had substantially fewer requests since the pandemic started.
- I have attend two training classes with CivicRec, the software program that I am using to bring the rental processes online. I have started building the back end of the rental site to accommodate all of our different fees and policies. I have two more training classes and am hoping to have this up and running sometime in May.
- I am also assisting Dalton with the park plan. We reviewed the two RFPs and collaborated to come up with the decision to select Bolton and Menk. We have a kickoff meeting on 4/15.

### **Front Desk**

- I am working from home due to the pandemic. All City Hall phone calls are routed to my cell phone. I assisted residents with their questions and concerns and refer them to the correct individual as necessary. Primarily, I am answering phone calls about yard waste carts. This would average about 30 phone calls a day. We added a message to the auto message that plays when you call to remind people that they can renew their yard waste cart online.

- I am also mailing out all yard waste cart stickers from my home. This averages around 15-20 cart stickers a day. Since the first pickup day, that number has decreased substantially.
- I have created a Zoom account for the City. This is what we use for staff meetings, Council meetings, and committee meetings. I schedule and facilitate these meetings.

### **Permits**

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

### **Planning and Zoning Commission**

- I took minutes for the PZC meeting via Zoom on April 1<sup>st</sup>.

### **Board of Adjustment**

- There haven't been any BOA meetings over the past month.