



AGENDA
REGULAR MEETING OF THE
WINDSOR HEIGHTS CITY COUNCIL
Monday, May 1, 2023 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th St or VIA
ZOOM by registering in advance for this meeting:
<https://us02web.zoom.us/j/7832856334>
After registering, you will receive a confirmation email containing information about
joining the meeting.

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 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.
4. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
 - A. Approve Minutes of the Regular Council Meeting on April 17, 2023
 - B. Approve Payment of Claims
 - C. Approve Liquor License - Mojitos Mexican Grill - 6611 University Avenue STE 100
 - D. Approve Liquor License - Hy-Vee Club Room - 7101 University Avenue
 - E. Approve Resolution No. 2023-26 - A Resolution Setting Time and Place for a Public Hearing on Proposed Budget Amendment for Fiscal Year 2022/2023 for the City of Windsor Heights
 - F. Approve Resolution No. 2023-27 A Resolution Appointing City of Windsor Heights Representation to the Des Moines Area Metropolitan Planning Organization (MPO)
 - G. Approve Appointment of Bob Bishop to the Planning and Zoning Commission
 - H. Approve Appointment of Susan Skeries to the One Million Trees Steering Committee
 - I. Approve Appointment of Susan Skeries to the Polk County

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

Homeless Coordinating Council

- J. Approve Appointment of Jason Roberts (Primary) and Threase Harms (Alternate) to the Walnut Creek WMA

5. **New Business:**

- A. Consideration of Resolution No. 2023-28 - A Resolution Approving the Interim City Administrator's Appointment of Jim Mease to the Position of Fire Chief
- B. Consideration of Resolution No. 2023-29 - A Resolution Approving a 28E Agreement By and Between Government Entities Represented on the Metropolitan Advisory Council (MAC) for Funding and Implementation of Homeland Security Services Within the Metropolitan Area
- C. Consideration of Resolution No. 2023-30 - A Resolution to Appoint A Member and Alternate Members to the Polk County Emergency Management Commission
- D. Consideration of Amendment No. 1 to Agreement for Professional Services Between the City of Windsor Heights and Bolton & Menk, Inc. - 68th Street Construction Observation Amendment
- E. Consideration of University Avenue Holiday Display Purchase

6. **Reports:**

- A. Mayor, Council Reports and Committee Updates, and Administration Reports

i Mayor's Report

- B. Sister Cities Commission Reports

7. **City Administrator Search Update**

- 8. **Closed Session** City Council will convene into closed session pursuant to Iowa Code 21.5(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

- A. The Council will Convene into Closed Session
- B. The Council will Convene into Open Session

9. **Adjourn**

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

City of Windsor Heights Regular Business Meeting Minutes
Monday, April 17, 2023 - 6:00 PM
WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST

1. Call to Order/Roll Call/Pledge of Allegiance

Mayor Jones called the meeting to order at 6:00 PM. Council members present: Susan Skeries, Joseph Jones, Michael Libbie, Lauren Campbell and Threase Harms. Staff present: Finance Director/Interim City Administrator Rachelle Swisher, City Clerk Travis Cooke, Deputy City Clerk Adam Strait, Interim Police Chief Travis Ouverson, City Attorney Erin Clanton, and City Engineer Justin Ernst.

2. Approval of the Agenda

Motion by Threase Harms to Approve the Agenda. Seconded by Susan Skeries. Motion passed 5-0.

3. Public Hearing:

A. Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement - Colby Park Phase I Improvements

Motion by Threase Harms to Open the Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement - Colby Park Phase I Improvements at 6:01 PM. Seconded by Susan Skeries. Motion passed 5-0.

No public comments written or oral. Justin Ernst recommended rejecting the bids and took questions from council.

Motion by Threase Harms to Close the Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement - Colby Park Phase I Improvements at 6:09 PM. Seconded by Michael Libbie. Motion passed 5-0.

B. Consideration of Proposed Contract Documents and Estimated Costs for Repair or Improvement - Colby Park Phase I Improvements

Motion by Threase Harms to Take No Action on Proposed Contract Documents and Estimated Costs for Repair or Improvement - Colby Park Phase I Improvements. Seconded by Lauren Campbell. Motion passed 5-0.

4. Public Forum:

None.

5. Consent Agenda:

Motion by Threase Harms to Approve the Consent Agenda Items A-D. Seconded by Joseph Jones. Motion passed 5-0.

A. Approve Minutes of the Regular Council Meeting on April 3, 2023

B. Approve Payment of Claims

C. Approve Financial Reports

D. Approve Liquor License - Hy-Vee Club Room - 7101 University Avenue

6. **New Business:**

- A. Consider Approval of Police Department Former Fleet Vehicles Transfer to the Des Moines Area Community College (DMACC) Criminal Justice Program for Use in Ongoing Student Training
Motion by Joseph Jones to Approve Police Department Former Fleet Vehicles Transfer to the Des Moines Area Community College (DMACC) Criminal Justice Program for Use in Ongoing Student Training. Seconded by Michael Libbie. Motion passed 5-0.
- B. Consideration of Resolution No. 2023-24 - A Resolution in Support of Grow Solar Polk County 2023 Group Buy In - Windsor Heights
Motion by Michael Libbie to Approve Resolution No. 2023-24 - A Resolution in Support of Grow Solar Polk County 2023 Group Buy In - Windsor Heights. Seconded by Threase Harms. Motion passed 5-0.
- C. City Administrator Recruitment Discussion - Mark Peterson, Vice President - GovHR
The council discussed city administrator recruitment with Mark Peterson, Vice President, GovHR.

7. **Reports:**

- A. Mayor, Council Reports and Committee Updates, and Administration Reports
Given.
 - i Fire Department Monthly Report
 - ii Police Department Monthly Report

8. **Closed Session** City Council will convene into closed session pursuant to Iowa Code 21.5(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

- A. Council will Convene into Closed Session
Motion by Threase Harms to Convene into Closed Session at 7:21 PM.
Seconded by Lauren Campbell. Motion passed 5-0.
- B. The Council will Convene into Open Session
Motion by Threase Harms to Convene into Open Session at 7:43 PM.
Seconded by Susan Skeries. Motion passed 5-0.
- C. Consideration of Resolution No. 2023-25 - A Resolution Approving the Mayor's Appointment of Pete Roth to the Position of Police Chief
Motion by Threase Harms to Approve Resolution No. 2023-25 - A Resolution Approving the Mayor's Appointment of Pete Roth to the Position of Police Chief with the revisions made to the contract in closed session.
Seconded by Joseph Jones. Motion passed 5-0.

9. **Adjourn**

Motion by Threase Harms to Adjourn at 7:44 PM. Seconded by Joseph Jones . Motion passed 5-0.

Mike Jones, Mayor

Travis Cooke, City Clerk



STAFF REPORT
CITY COUNCIL
May 1, 2023

TO: CITY COUNCIL
FROM: Rachelle Swisher, Finance Director - Interim City Administrator
SUBJECT: Approve Payment of Claims

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

1. Claims List

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
5 MONKEYS INC	EARTH DAY POTTERY PAINTING		320.00	55228	4/27/23
AMAZON CAPITAL SERVICES	PD OFFICE SUPPLIES		430.76	55229	4/27/23
AMERITAS LIFE INS. CORP.	DENTAL INS		2,993.24	55230	4/27/23
ANIMAL RESCUE LEAGUE OF IOWA	MARCH SERVICES		125.00	55231	4/27/23
BANKERS TRUST COMPANY	CC FEES	59.22		4147	4/27/23
BANKERS TRUST COMPANY	CC FEES	233.25		4148	4/27/23
BANKERS TRUST COMPANY	CC FEES	68.67	361.14	4149	4/27/23
BITUMINOUS MATERIALS	SUPPLIES		200.00	55232	4/27/23
BLUEPEARL IOWA	EMBER XRAYS AND SHOT		523.91	55233	4/27/23
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES		795.79	55234	4/27/23
BOYLE, BLAKE	APRIL CELL PHONE		50.00	55235	4/27/23
CENTRAL IOWA READY MIX	CONCRETE		3,684.00	55236	4/27/23
CENTURY LINK	TELEPHONE		297.28	55237	4/27/23
CHARLES GABUS FORD	REPAIRS		19.34	55238	4/27/23
CONTRACTORS RENTAL CO.	GRASS SEED		200.00	55239	4/27/23
COOKE, TRAVIS	MARCH-APRIL MILEAGE		205.24	55240	4/27/23
CORELL RECYCLING	CONCRETE RECYCLING		18.80	55241	4/27/23
CTI	SERVIE AGREEMENT		894.00	55226	4/17/23
DES MOINES REGISTER	NEWSPAPER		76.00	55242	4/27/23
EMPLOYEE BENEFIT SYSTEMS	HEALTH INS	20,983.16		4108	4/17/23
EMPLOYEE BENEFIT SYSTEMS	HEALTH INS	19,029.56	40,012.72	4109	4/17/23
FAST SIGNS	CLOTHING ALLOWANCE		75.34	55243	4/27/23
FIRE SERVICE TRAINING BUREAU	FIRE SCHOOL		165.00	55244	4/27/23
GALLS INC	CLOTHING ALLOWANCE		1,216.26	55245	4/27/23
GOODRICH, WILLIAM	APRIL CELL PHONE		50.00	55246	4/27/23
GOVHR USA	CITY ADMIN HIRE		7,400.00	55247	4/27/23
GRIMES ASPHALT & PAVING	STREET MAINTENANCE SUPPLIES	390.40		55227	4/18/23
GRIMES ASPHALT & PAVING	STREET MAINTENANCE SUPPLIES	264.75	655.15	55248	4/27/23
O'DONNELL ACE HICKMAN	BULBS		55.27	55249	4/27/23
HOTT OFF THE PRESS	APRIL NEWSLETTER		1,611.14	55250	4/27/23
HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES		7.26	55251	4/27/23
IOWA MUNICIPAL FINANCE OFFICER	SPRING CONFERENCE		125.00	55252	4/27/23
INTERSTATE ALL BATTERY	BATTERIES		28.80	55253	4/27/23
IOWA DEPT OF PUBLIC SAFETY	WARRANTS SYSTEM		402.00	55254	4/27/23
IOWA FIRE EQUIPMENT	FIRE EXT INSPECTIONS		280.00	55255	4/27/23
DEPT OF HUMAN SERVICES	APRIL/MAY GEMT PAYMENTS		9,827.16	55256	4/27/23
IOWA ONE CALL	LINE LOCATES		100.10	55257	4/27/23
IOWA POLICE CHIEFS ASSN.	ANNUAL CONFERENCE		150.00	55258	4/27/23
IRLBECK, MICHAEL	APRIL CELL PHONE		50.00	55259	4/27/23
JOHNSON, KYLE	APRIL CELL PHONE		50.00	55260	4/27/23
KELTEK INCORPORATED	NEW VEHICLE INSTALL		155.25	55261	4/27/23
LINDE GAS & EQUIPMENT	SUPPLIES		81.01	55262	4/27/23
LOGAN CONTRACTORS SUPPLY	SURVEYOR FLAGS/MARKING PAINT		151.69	55263	4/27/23
METRO WASTE AUTHORITY	GARBAGE		29,434.88	55264	4/27/23
O'HALLORAN INTERNATIONAL	VEHICLE REPAIRS		978.21	55265	4/27/23
O'REILLY AUTO PARTS	OIL/FILTERS		81.20	55266	4/27/23
OUVERSON, TRAVIS	APRIL CELL PHONE		50.00	55267	4/27/23
OVERHEAD DOOR COMPANY	DOOR SERVICE		464.30	55268	4/27/23
PEARSON, ROB	APRIL CELL PHONE		50.00	55269	4/27/23
PITNEY BOWES CREDIT CORP	POSTAGE METER LEASE		152.22	4150	4/27/23
PURCHASE POWER	POSTAGE		1,029.98	55270	4/27/23
RANGEMASTERS TRAINING CTR	CLOTHING ALLOWANCE		684.89	55271	4/27/23
DES MOINES REGISTER	PUBLICATIONS		931.77	55272	4/27/23
ROBERTS, JASON	APRIL CELL PHONE	50.00		55273	4/27/23

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ROBERTS, JASON	CDL TRAINING REIMBURSEMENT	669.95	719.95	55287	4/27/23
ROY'S MOTOR SERVICE	POLICE IMPOUND TOW		150.00	55274	4/27/23
SAM'S CLUB DIRECT	OPEN HOUSES/RETIREMENT PARTY		235.20	55275	4/27/23
SAYLORCREEK SAND COMPANY	SAND		1,152.20	55276	4/27/23
SAVING OUR AVIAN RESOURCES	EARTH DAY PROGRAM		225.00	55277	4/27/23
STANDARD INSURANCE COMPANY	LIFE/LTD/STD		1,687.48	55278	4/27/23
STRAIT, ADAM	JAN-APRIL MILEAGE		128.60	55279	4/27/23
SWISHER, RACHELLE	APRIL CELL PHONE		50.00	55280	4/27/23
TELECOM SERVICES OF IOWA	PHONE SYSTEM PROGRAMMING		55.00	55281	4/27/23
UTILITY EQUIPMENT CO.	MANHOLE COVER HOOK		36.00	55282	4/27/23
VAN WALL EQUIPMENT	SERVICE		205.54	55283	4/27/23
WEST DES MOINES TRUE VALUE	AUGER		132.43	55284	4/27/23
ZIMCO SUPPLY CO	SUPPLIES		584.10	55285	4/27/23
ZWC CONDOMINIUM ASSOC	PEST CONTROL		51.36	55286	4/27/23
Accounts Payable Total			113,113.96		

Payroll Checks

001	GENERAL	60,094.51
110	ROAD USE TAX	7,028.30
740	STORM WATER	2,007.43
Total Paid On: 4/14/23		69,130.24
Total Payroll Paid		69,130.24
Report Total		182,244.20

**CLAIMS REPORT
CLAIMS FUND SUMMARY****Payroll Checks: 4/14/2023- 4/27/2023**

FUND	NAME	AMOUNT
001	GENERAL	90,212.72
110	ROAD USE TAX	15,604.38
112	EMPLOYEE BENEFITS	44,693.44
350	CAPITAL EQUIPMENT FUND	155.25
610	SEWER	86.50
670	LANDFILL/GARBAGE	29,434.88
740	STORM WATER	2,057.03

	TOTAL FUNDS	182,244.20



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Liquor License - Mojitos Mexican Grill - 6611 University Avenue STE
100

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

None



STAFF REPORT
CITY COUNCIL
May 1, 2023

TO: CITY COUNCIL

FROM:

SUBJECT: Approve Liquor License - Hy-Vee Club Room - 7101 University Avenue

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL
May 1, 2023**

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director - Interim City Administrator

SUBJECT: Approve Resolution No. 2023-26 - A Resolution Setting Time and Place for a Public Hearing on Proposed Budget Amendment for Fiscal Year 2022/2023 for the City of Windsor Heights

GENERAL INFORMATION
FY22-23 Budget Amendment

Expenses

The following expenses were either included on the regular budget and exceeded the budgeted amount or were not budgeted for and have to be added:

Public Safety

\$25,000 Building Inspections – due to 2 large projects
\$25,000 Total

Culture and Recreation

\$5,500 Parks – for mulch
\$4,500 July 4th Fireworks Contributions (budgeted out of Special Events originally)
\$10,000 Total

General Government

\$19,000 Newsletter
\$10,000 Mayor/Council Travel – for travel last fall and this spring
\$15,000 Visioning Services
\$22,000 Administrator Search
\$66,000 Total

\$101,000 Total Budget Amendment

SUMMARY

ATTACHMENTS

1. Resolution No. 2023-26 - A Resolution Setting a Public Hearing FY23 Budget Amendment
2. Budget Amendment FY23

Resolution No. 2023-26

A RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING ON PROPOSED BUDGET AMENDMENT FOR FISCAL YEAR 2022/2023 FOR THE CITY OF WINDSOR HEIGHTS

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

WHEREAS, Finance and Administrative staff have incorporated department head requests along with the Council budget goals in preparing a draft budget amendment for fiscal year 2022/2023; and

WHEREAS, the Mayor and City Council of the City of Windsor Heights have reviewed the proposed Fiscal Year 2023 budget amendment and are prepared to set a date for a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, on this 1st day of May, 2023, that a public hearing will be held on Monday, May 15th, 2023, beginning at 6:00 p.m., concerning the City's proposed budget amendment for fiscal year 2022/2023, and the City Clerk is directed to publish notice of said meeting in the Des Moines Register.

Passed and approved this 1st day of May, 2023.

Mike Jones, Mayor

Attest: _____
Travis Cooke, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of WINDSOR HEIGHTS
Fiscal Year July 1, 2022 - June 30, 2023

The City of WINDSOR HEIGHTS will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 5/15/2023 06:00 PM

Contact: Rachelle Swisher

Phone: (515) 279-3662

Meeting Location: 1133 66th Street, Windsor Heights, IA 50324

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	3,615,235	0	3,615,235
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,615,235	0	3,615,235
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,023,310	0	2,023,310
Other City Taxes	6	1,192,846	0	1,192,846
Licenses & Permits	7	216,000	0	216,000
Use of Money & Property	8	9,212	0	9,212
Intergovernmental	9	1,865,447	0	1,865,447
Charges for Service	10	1,246,500	0	1,246,500
Special Assessments	11	0	0	0
Miscellaneous	12	225,600	0	225,600
Other Financing Sources	13	0	0	0
Transfers In	14	6,143,661	0	6,143,661
Total Revenues & Other Sources	15	16,537,811	0	16,537,811
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	3,330,315	25,000	3,355,315
Public Works	17	914,410	0	914,410
Health and Social Services	18	0	0	0
Culture and Recreation	19	474,090	10,000	484,090
Community and Economic Development	20	298,372	0	298,372
General Government	21	897,355	66,000	963,355
Debt Service	22	3,145,518	0	3,145,518
Capital Projects	23	9,129,991	0	9,129,991
Total Government Activities Expenditures	24	18,190,051	101,000	18,291,051
Business Type/Enterprise	25	649,244	0	649,244
Total Gov Activities & Business Expenditures	26	18,839,295	101,000	18,940,295
Transfers Out	27	6,143,661	0	6,143,661
Total Expenditures/Transfers Out	28	24,982,956	101,000	25,083,956
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,445,145	-101,000	-8,546,145
Beginning Fund Balance July 1, 2022	30	15,121,888	0	15,121,888
Ending Fund Balance June 30, 2023	31	6,676,743	-101,000	6,575,743

Explanation of Changes: Increased expenses for Building Inspections, Parks, Mayor/Council Travel, Visioning Services, Newsletter and Administrator Search.



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL

FROM: Mike Jones, Mayor

SUBJECT: Approve Resolution No. 2023-27 A Resolution Appointing City of Windsor Heights Representation to the Des Moines Area Metropolitan Planning Organization (MPO)

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

1. Resolution No. 2023-27 MPO Resolution

RESOLUTION NO. 2023-27

**A RESOLUTION APPOINTING CITY OF WINDSOR HEIGHTS REPRESENTATION
TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION
(MPO)**

WHEREAS, the City of Windsor Heights is a member of the Des Moines Area MPO; and

WHEREAS, the Des Moines Area MPO has requested its member governments to appoint primary and alternate representatives to serve on its Policy Committee and Technical Committee for terms that will run from January 1, 2023, through December 31, 2023; and

WHEREAS, for Des Moines Area MPO Executive Committee representation, the City of Windsor Heights belongs to the Southwest Subarea (Clive, Norwalk, Warren County, Waukee, and Windsor Heights), as described in the Des Moines Area MPO's 28E agreement, which is to select from among its collective primary representatives two individuals to represent the subarea on the Executive Committee; and

WHEREAS, the City of Windsor Heights is allowed to nominate one primary representative from the subarea's member governments to serve as one of the subarea's two Executive Committee representatives; and

WHEREAS, the mayor of each member city located in the subarea and, if one of the subarea's member governments is a county, the Chair of the Board of Supervisors from said county, will serve as a selection committee to choose the two individuals from among those nominated to represent the subarea on the Executive Committee;

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF WINDSOR HEIGHTS CITY COUNCIL TO APPOINT THE FOLLOWING REPRESENTATIVES TO THE DES MOINES AREA MPO:

Policy Committee Primary Representative:	Mike Jones
Policy Committee Alternate Representative:	Michael Libbie
Technical Committee Primary Representative:	Justin Ernst, City Engineer
Technical Committee Alternate Representative:	Jason Roberts
Executive Committee Subarea Nominee:	Mike Jones

Passed and Approved this 1st day of May, 2023.

Mike Jones, Mayor

Attest:

Travis Cooke, City Clerk



STAFF REPORT
CITY COUNCIL
May 1, 2023

TO: CITY COUNCIL
FROM: Mike Jones, Mayor
SUBJECT: Approve Appointment of Bob Bishop to the Planning and Zoning Commission

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL
FROM: Mike Jones, Mayor
SUBJECT: Approve Appointment of Susan Skeries to the One Million Trees Steering Committee

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL
FROM: Mike Jones, Mayor
SUBJECT: Approve Appointment of Susan Skeries to the Polk County Homeless
Coordinating Council

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL
FROM: Mike Jones, Mayor
SUBJECT: Approve Appointment of Jason Roberts (Primary) and Threase Harms
(Alternate) to the Walnut Creek WMA

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL

FROM: Rachelle Swisher, Finance Director - Interim City Administrator

SUBJECT: Consideration of Resolution No. 2023-28 - A Resolution Approving the Interim City Administrator's Appointment of Jim Mease to the Position of Fire Chief

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

1. Resolution No. 2023-28 - A Resolution Approving Interim City Administrator's Appointment of Jim Mease to Fire Chief
2. 23.04 WH-Fire Chief Agreement

RESOLUTION NO. 2023-28
A RESOLUTION APPROVING THE INTERIM CITY ADMINISTRATOR’S
APPOINTMENT OF JIM MEASE TO THE POSITION OF FIRE CHIEF

WHEREAS, the City of Windsor Heights currently has its position of Fire Chief vacant due to an employment separation in 2023; and

WHEREAS, this position was posted in accord with City recruitment and hiring practices and policies; and

WHEREAS, the City of Windsor Heights acknowledges that to strengthen trust and confidence in the community, its citizens, officers, and chief must have mutual respect; and,

WHEREAS, the City conducted a nation-wide search for a new fire chief; and,

WHEREAS, interview panels conducted interviews, a tour and citizens provided input, and recommendations have been provided for the appointment of James “Jim” Mease, Truro, Iowa to the position of Fire Chief.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Windsor Heights, Iowa, that the City Council hereby confirms the appointment of Jim Mease to the position of Fire Chief and is hereby approved with the approval of the attached contract (Exhibit A) and with the same terms and conditions as other regular, at-will employees per the City’s personnel policies.

Passed and Approved this 1st day of May 2023.

Mike Jones, Mayor

Travis Cooke, City Clerk

City of Windsor Heights
Fire Chief
Employment Agreement

THIS EMPLOYMENT AGREEMENT made and entered into this _ day of May, 2023, by and between the City of Windsor Heights, Polk County, Iowa, (hereinafter referred to as "Employer") and James Mease, an individual and resident of the State of Iowa (hereinafter referred to as "Employee"), both whom agree as follows:

WHEREAS, the Employer desires to retain the services of the Employee as the Fire Chief; and

WHEREAS, it is the desire of the Employer to (1) employ Employee as an employee at will, subject to the terms and conditions of this Agreement; (2) establish the job duties and responsibilities of the Employee; and (3) provide a means for terminating Employee's services when either the Employee or the Employer may desire to terminate the Employee-Employer relationship; and

WHEREAS, Employee is familiar with the legal requirements, industry standards, responsibilities, and duties of the position; warrants that he has the skill and ability to serve in such position; and wishes to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Employment and Duties.** The City has appointed the Employee as the Fire Chief. The Fire Chief is appointed by the City Administrator, with approval of the City Council, and shall report to the City Administrator and be under the day-to-day supervision and direction of the City Administrator. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council and/or City Administrator to determine that Employee shall no longer serve as the Fire Chief, subject only to the provisions set forth in this Agreement.

The Employee shall have jurisdiction, supervision and control of the government, administration, disposition and discipline of the officers and members of the fire department, and such other departments as directed by the City Administrator, and shall have all powers and duties connected with, and incident to, the supervision and control of the fire department. The job responsibilities are set forth in the relevant job description, attached hereto as Exhibit A, which may be amended in the City's discretion from time to time. The Employee is considered an exempt employee not entitled to overtime compensation, nor oversight or tracking of his own hours.

2. **Term.** This Agreement shall become effective commencing on the Employee's start date of May 1, 2023, and shall continue until terminated as provided herein.

3. **Salary.** Employee's annual base salary shall be \$115,000.00, paid bi-weekly in equal installments as all other Employer employees receive compensation. The City agrees to

review and evaluate the Employee's job performance and compensation each year on or about May 1 and any additional increase in salary, if warranted, will be made effective July 1st of the relevant year.

4. **Benefits.** Employee shall be entitled to those benefits set forth below:

(a) Health, Life and Dental Insurance. The Employer will provide Employee with the same insurance benefits available to other Employer employees.

(b) Professional Dues, Travel Expenses and Subscriptions. The City shall budget and pay, up to the amount budgeted, necessary and reasonable registration, travel and subsistence expense of the Employee for professional growth and development, official travel, meetings and other occasions necessary to continue the professional development of the Employee. The Employee shall use good judgment in his outside activities so as not to neglect their primary duties to the City. The City shall budget and pay, up to an amount budgeted, the professional dues and subscriptions for the Employee, which are deemed reasonable and necessary to carry out the Employee's participation in local, state, regional, and national associations.

The City wishes the Employee to be actively involved with the community. The Employee is encouraged to join a civic organization in the community. The City shall pay for annual dues for one civic organization.

(c) Paid Time Off. Paid time off ("PTO") shall accrue according to the current policy of the Employer. All PTO will be recorded by the employee performing payroll duties. Unused PTO may be paid out at any time at the request of the Employee. The Employee shall be granted 1 week of banked PTO on his start date of employment.

(d) Holidays and Other Leaves. Employee is considered to be on-call twenty-four (24) hours a day; however, unless services are needed, the Employee shall not be required to work on those days which have been designated as holidays or other leaves of absence available to other Employer employees as designated in the Employer's Personnel Policy/Handbook.

(e) Retirement. The Employee and Employer shall participate and contribute in the usual and customary monetary amounts into the State of Iowa Public Retirement Systems (IPERS).

(f) Automobile. The City shall provide the Employee with a vehicle and fuel for the performance of City business. The automobile shall be used by the Employee in the performance of his duties including professional growth and development. Because the Employee is on call in the event of an emergency, the Employee is authorized to drive this automobile to and from work, however he shall not use the automobile for personal use. The City shall provide all maintenance, insurance and operating costs of said automobile.

(g) Cell Phone Allowance. The Employee will supply his own mobile phone. The City will compensate the Employee in the amount of fifty dollars (\$50.00) per month for work-related usage of said phone.

(h) **Uniforms.** All uniforms and equipment needed for Employee to perform his job duties shall be provided by the City.

5. **Outside Activities.** Employee's employment provided under this Agreement shall be the primary responsibility of the Employee. Recognizing that certain outside consulting or similar opportunities provide indirect benefits to the Employer, Employee may accept limited consulting, writing, teaching or similar opportunities with the understanding that such arrangements will not interfere with, constitute and conflict of interest to, or be inconsistent with the responsibilities and duties to the Employer under this Agreement.

6. **Residency Requirements.** The Employee agrees to move to a residence within thirty (30) miles of the Windsor Heights Public Safety Building, located at 1133 66th Street, Windsor Heights, Iowa 50324. The Employee shall have effectuated such move within three (3) months of the start date of employment.

7. **At Will Employment Status.** The parties hereby expressly agree that the employment relationship created by the Agreement is "at will" and that Employee serves at the will and pleasure of the City.

8. **Termination/Resignation.** The Employee may be terminated with or without just cause at any time for any reason. "Just Cause" shall include inter alia: (i) willful neglect of duty; (ii) gross inefficiency or incompetence in office that is not corrected after reasonable written notice; (iii) malfeasance and/or misconduct in office, including, but not limited to, egregious violations of City policies that rise to the level of misconduct; (iv) insubordination or refusal to carry out the direction of the elected officials or City Administrator in accord with the majority vote of the Council; or (iv) conviction of any felony and/or crime involving fraud or moral turpitude. The City shall not be obligated to compensate the Employee with any severance or continuation of benefits in the event Employee is terminate For Cause.

Should the City terminate the Employee without Just Cause, the City will pay Employee three (3) months' severance pay, including all accrued/earned vacation leave, and all fringe benefits continued for three (3) months that they are participating in at the time of separation. Details of this payout will be determined between the Employer and Employee at the time of separation.

Nothing shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in this Agreement. If the Employee decides to terminate employment, the City will be provided a minimum of sixty (60) days' notice of the intent to terminate.

In the event the Employee dies or becomes disabled in a manner preventing the performance of essential functions of their duties, with a reasonable accommodation under the American's with Disabilities Act (ADA), then the agreement may be terminated by either party at any time with no severance pay owing to the Employee. Accrued PTO shall be payable to the Employee.

9. **Indemnification.** Employer shall defend, hold harmless and indemnify Employee against any tort or liability claim or demand or any other legal action arising from Employer or Employee activities or any alleged act or omission occurring during the performance of Employee's duties as Fire Chief; provided the acts are not in violation of any state or federal criminal statutes.

10. **Notice.** Notices required herein shall be delivered to the parties through any manner agreed to by the parties, including regular or electronic mail or personal service in accordance with the Iowa Rules of Civil Procedure. Said notices, if mailed, may be mailed to the Employee at his residence as reflected in the records maintained by the City. The Mayor shall be designated to receive notice at City Hall on behalf of the City.

11. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Iowa. If any provision or any portion thereof contained in the Agreement shall be deemed unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth below.

CITY OF WINDSOR
HEIGHTS, IOWA

EMPLOYEE

Mike Jones, Mayor

James Mease

Date: _____

Date: _____

ATTEST:

Travis Cooke, City Clerk



**STAFF REPORT
CITY COUNCIL
May 1, 2023**

TO: CITY COUNCIL

FROM: Travis Ouverson , Interim Police Chief

SUBJECT: Consideration of Resolution No. 2023-29 - A Resolution Approving a 28E Agreement By and Between Government Entities Represented on the Metropolitan Advisory Council (MAC) for Funding and Implementation of Homeland Security Services Within the Metropolitan Area

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

1. Resolution No. 2023-29 A Resolution Approving a 28E Homeland Security Services Agreement 2023 -2027
2. Windsor Heights MAC Agreement 2023
3. Final Exhibit A

Resolution No. 2023-29

**A RESOLUTION APPROVING A 28E AGREEMENT BY AND BETWEEN
GOVERNMENT ENTITIES REPRESENTED ON THE METROPOLITAN
ADVISORY COUNCIL (MAC) FOR THE FUNDING AND
IMPLEMENTATION OF HOMELAND SECURITY SERVICES WITHIN
THE METROPOLITAN AREA**

WHEREAS, this agreement is entered into by and among members of cities and counties for funding of homeland security services; and

WHEREAS, the Homeland Security services provide public safety assistance with natural and manmade disasters, potential terrorist activity, evidence collection, crime scene analysis, as well as threats from weapons of mass destructions; and

WHEREAS, there is established homeland security team to provide direction for delivery of the services of planning, administration, coordination, training, and delivery of homeland security services; and

WHEREAS, the budget for these efforts is funded based on a formula including the following factors: population; taxable property values and a base rate; and

WHEREAS, the City of Windsor Heights' fiscal responsibility is \$7151.09 annually; and

WHEREAS, the duration of the agreement is July 1, 2023 through June 30, 2027;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the Mayor is hereby authorized to enter into a 28E agreement with the above named cities and counties for funding of Homeland Security Services.

Passed and Approved this 1st day of May, 2023

Mike Jones, Mayor

Attest: Travis Cooke, City Clerk

CHAPTER 28E AGREEMENT
BY AND BETWEEN THE CITIES OF
DES MOINES, ALLEMAN, ALTOONA, BONDURANT, CARLISLE, ELKHART, GRIMES,
INDIANOLA, JOHNSTON, MITCHELLVILLE, NORWALK, PLEASANT HILL, POLK CITY,
WEST DES MOINES WINDSOR HEIGHTS, AND THE COUNTY OF POLK
FOR THE PARTIAL FUNDING OF HOMELAND SECURITY SERVICES WITHIN THE
METROPOLITAN AREA

WHEREAS, this Agreement is made and entered into by and between the cities of Des Moines, Alleman, Altoona, Bondurant, Carlisle, Elkhart, Grimes, Indianola, Johnston, Mitchellville, Norwalk, Pleasant Hill, Polk City, West Des Moines, Windsor Heights and the County of Polk (hereinafter jointly referred to as the "Parties").

WITNESSETH:

WHEREAS, the metropolitan area consisting of the Parties hereto represented on the Metropolitan Advisory Council will be best served in a joint cooperative effort of implementation of the Iowa Homeland Security Strategy and other major incident response capabilities; and

WHEREAS, the City of Des Moines and Polk County, to support the mission of the Iowa Homeland Security and Emergency Management have devoted significant resources and assets toward the provision of homeland security services and programs; and

WHEREAS, upon recommendation of the Metropolitan Advisory Council Homeland Security Subcommittee to provide for the safety and security of residents throughout the metropolitan area from the threats of weapons of mass destruction, potential terrorist activity and natural disasters, all the Parties hereto desire to maintain the resources and assets available to the City of Des Moines to enable the City of Des Moines to provide homeland security services including major incident response throughout the metropolitan area that will serve the respective jurisdictions of each Party hereto; and

WHEREAS, the City of Des Moines in conjunction with Polk County has implemented the following homeland security services:

- Metro STAR (Special Tactics and Response) Unit which provides a Type II Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Tactical Response Team¹; and
- Des Moines Bomb Squad providing Type I bomb mitigation response²; and
- Des Moines Police Department will also provide full-time personnel trained in the collection and preservation of evidence located in hazardous (CBRNE) environments for contaminated crime scene processing; and

¹ Typed Resource Definitions: Law Enforcement and Security Resources; SWAT/Tactical Teams. FEMA 508-6 (July 2007). U.S. Department of Homeland Security.

² Typed Resource Definitions: Law Enforcement and Security Resources; Bomb Squad/Explosives Team. FEMA 508-6 (July 2007). U.S. Department of Homeland Security.

- The Des Moines Police Department has other capabilities not specified nor guaranteed under this agreement, such as; Incident Command support; High risk tactical warrant service; Crisis Negotiation; Dive Team, Planning & Training; Tactical Surveillance; Criminal Polygraph Exams, Intelligence and Investigative Support; etc. These capabilities may be requested but are at the discretion of the Des Moines Police Department and dependent on availability of personnel at time of request.

WHEREAS; the Parties desire to provide the necessary funding to maintain the capabilities of the Des Moines WMD/CBRNE Tactical Response Team and the Des Moines Bomb Squad to serve all the respective jurisdictions within the metropolitan area that are a Party hereto; and

NOW, THEREFORE, the Parties do hereby agree as follows:

- I. **Purpose.** Pursuant to Chapter 28E of the Code of Iowa, the Parties do hereby agree that the purpose of this Agreement is to jointly exercise their respective powers to fund and implement enhanced Homeland Security Services to serve all the respective jurisdictions within the metropolitan area that are a Party hereto.
- II. **Homeland Security Services.** All Parties may, in accordance with the procedures set forth in Article III, utilize on an as needed basis the following Homeland Security Services:
 - A. **WMD/CBRNE Tactical Response Team (Metro STAR Unit):** This team is comprised of a commander, full time Des Moines Police Officers, part time Des Moines Police Officers, part time Polk County Sheriff's Deputies, a part time Johnston Police Officer, and part time Pleasant Hill Police Officer. Team members are all technician-level HazMat trained tactical operators. This allows the team to successfully work in Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) environments. Along with the normal operations of a tactical unit, team members are trained to neutralize active threats, and to provide assistance in support of HazMat Units and Bomb Squads operating in and around "hot zones" of potential CBRNE exposures. Team members provide a safe scene for those that will ultimately mitigate and control the exposure to CBRNE environments. This team also has the capabilities of conducting proactive investigation into CBRNE threats providing preliminary CBRNE monitoring levels to determine the presence of a potential CBRNE substance.
 - B. **Des Moines Bomb Squad:** This team is comprised of a Des Moines commander, full time Des Moines Police Officers trained as Bomb Technicians, part time Des Moines Police Officers trained as Bomb Technicians, and full time Des Moines Explosive Detection K9 teams. Bomb Technicians are all technician-level HazMat trained. The team will mitigate explosives hazards and are trained in the mitigation of Weapons of Mass Destruction (WMD) dispersal devices. The team is also trained in the collection of hazardous evidence and post-blast investigations.

- C. Des Moines Police Department: Full-time Des Moines Police personnel trained in the collection and preservation of evidence found in hazardous (CBRNE) environments.

III. Service/Command Procedures. The protocol for utilization of the Homeland Security Services identified in this Agreement will be as follows:

- A. Upon occurrence of an incident which may necessitate the use of any of the Homeland Security Services, a Party's Incident Commander, as defined below, may request such Homeland Security Services by calling the Des Moines Dispatch Center at 283-4811 or such other phone numbers as the City of Des Moines or Polk County may designate in writing and forward to the Parties. The request shall relay the information necessary for the appropriate personnel to determine what Homeland Security Services in terms of personnel and equipment are needed to respond, which may include multiple or all Homeland Security Services available. The determinations on the appropriate Homeland Security Services personnel and equipment to be sent to a requesting Party shall be made at the discretion of the City of Des Moines using its established protocols. The City of Des Moines shall be held harmless by the requesting Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the requesting Party.
- B. The responding Homeland Security Services personnel will have a team leader(s) who will report to the Incident Commander and coordinate activities between the requesting Party's personnel and the personnel providing the Homeland Security Services. The team leader(s) will assist the Incident Commander in reaching the objectives required by the circumstances at the scene. The Incident Commander, or his/her designee, shall have the power to issue reasonable orders and directives consistent with meeting the objectives. The team leader(s) will then act on those orders and directives as long as they are safe and within the capabilities of the responding Homeland Security Services team. The team leader(s) will provide technical advice when appropriate, but will not be expected to assume command of the scene.³
- C. When the Incident Commander and the team leader(s) agree that the objectives requiring Homeland Security Services response have been met the Homeland Security Services response teams will be released from the scene.
- D. The Homeland Security Services response teams will participate and share information in all post-incident debriefings held by the requesting Party.
- E. The term "Incident Commander" as used in this Agreement means the manager of an incident, no matter the size or complexity, or the number of

³ All responding and supporting agencies are expected to operate under the guiding principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

agencies involved in the response. The “Incident Commander” is usually the first or senior, public safety or first-responder to arrive on scene. As additional responders arrive, command may transfer on the basis of who has primary authority for overall control of the incident. The “Incident Commander” is responsible for ensuring a coordinated effort and to ensure an effective response and the efficient, safe use of resources including:

- Establishing command and the Incident Command Post.
- Protecting life and property.
- Controlling personnel and equipment resources.
- Maintaining accountability for responders and public safety, as well as for task accomplishments.
- Assessing Incident Priorities.
- Determining Operational Objectives.
- Developing and Implementing the Incident Action Plan.
- Coordinating overall emergency activities.
- Coordinating the activities of outside agencies.
- Authorizing the release of information to the media.

IV. **Funding Contributions.** The City of Des Moines and Polk County have committed annual funding in fiscal years 2024 through 2028 to maintain the enhanced capabilities of Homeland Security Services for the metropolitan area. Funding is needed from the other Parties in each fiscal year to maintain the enhanced capabilities of the Homeland Security Services response to a minimally acceptable level for the Parties herein.

- A. To maintain the enhanced capabilities of the Homeland Security Services, each Party to this Agreement will annually pay the respective amount for such Party as set forth in Exhibit “A” in fiscal years 2024 through 2028. The amounts listed in Exhibit A shall remain fixed for the duration of this agreement and are not subject to adjustment without majority approval of the parties of this agreement.
- B. Each Party shall pay its respective annual amount set forth in Exhibit “A” to the City of Des Moines on or before July 31 of each fiscal year and such monies shall be used exclusively for necessary personnel, overtime, training, equipment, equipment maintenance and vehicle operating costs of providing the enhanced Homeland Security Services. The budget for enhanced capabilities of Homeland Security Services will be provided at the beginning of each fiscal year as outlined in Section V of this agreement.
- C. Each Party may voluntarily contribute a qualified peace officer(s) to serve and train with the Metro STAR Team. Contribution of team member(s) will not preclude any Parties annual fee payment set forth in Exhibit “A”.

V. **Reporting.**

A. The City of Des Moines will provide an annual report on Homeland Security Services to each Party of each year. This report will provide information to keep the Parties to this Agreement informed of the status and activities of the Homeland Security response teams and will include:

1. Accomplishments achieved during the calendar year and goals and objectives for the next calendar year,
2. Individual and team training over the calendar year (courses, location, number of personnel trained, hours of training),
3. Training exercises performed during the calendar year,
4. Response dates and a synopsis of the event responded to,
5. Equipment received or retired during the calendar year, and
6. Budget showing expenditures made during the calendar year and proposed expenditures for the next calendar year.

The City of Des Moines will also provide this report to the Polk County Emergency Management Commission, the Polk County Chiefs' and Sheriff's Association, and the Fire Chiefs' Association.

VI. Employee relationship.

- A. Employees of any Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment status with such Party. Under no circumstances are employees of one Party to be considered employees of any other Party. This Agreement does not create an employment relationship nor shall it be construed to create any employment relationship between Homeland Security Services personnel and the Party requesting such services.
- B. If a Party desires to have an employee assigned as part of the Homeland Security Services, a separate Memorandum Of Understanding (MOU) would need to be executed, to define the responsibilities of the involved Parties.

VII. Liability. Each Party waives all claims against the other Parties for compensation for any property loss or damage and/or personal injury or death to its personnel as a consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees, including injury or death to its personnel, occurring as a consequence of the performance of this Agreement.

Each Party to this Agreement shall be liable for the actions of its own employees to the extent allowed under Iowa Code Chapter 670.

Nothing in this Agreement shall prevent or limit any Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective Party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses or immunities available under applicable law.

This Article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VIII. Iowa Code Chapter 28E Requirements :

- A. The cities of Des Moines, Altoona, Bondurant, Carlisle, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Mitchellville, West Des Moines, Indianola, and Windsor Heights, are municipal corporations and political subdivisions of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E.
- B. Polk County is a political subdivision of the State of Iowa and is a public agency as defined by Iowa Code Chapter 28E.
- C. No separate legal or administrative entity is established by this Agreement.
- D. No real or personal property will be jointly acquired, held or disposed of in the performance of this Agreement. All equipment purchased in conjunction with the provision of Homeland Security Services shall be owned by the City of Des Moines or Polk County. Upon termination of this Agreement all such equipment and other personal property owned by the City of Des Moines or Polk County shall remain with such entities.
- E. The Des Moines Chief of Police and Polk County Sheriff shall administer the performance of this Agreement.
- F. This Agreement shall be in full force and effect upon the following:
 - 1. Its approval and execution by the respective City Councils and Boards of Supervisors of the Parties hereto; and
 - 2. Filing of this Agreement with the Office of the Secretary of State as required under Section 28E.8, Code of Iowa.

- G. The duration of this Agreement shall extend for a term beginning July 1, 2023 and ending on June 30, 2028. This Agreement may not be terminated prior to such termination date, in whole or in part, except upon mutual agreement of all the Parties. The Parties may renew this Agreement for additional 5-year periods with or without amendments or elect to enter into a new agreement upon mutual agreement of all Parties.

IX. General Provisions.

A. If any section, provision or part of this Agreement shall be found invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

B. The Agreement represents the entire agreement between the Parties. If upon annual review of this Agreement by the Parties a determination is made that this Agreement should be revised, any subsequent change or modification to this Agreement shall be mutually agreed to by the Parties in the form of a duly approved and executed addendum to this Agreement.

C. Each Party approving this Agreement shall execute the separate signature page provided for it, and the Parties hereto authorize the City Clerk of the City of Des Moines to assemble the signature pages and append same to copies of this Agreement, to file this Agreement with the Secretary of State and to record it with the Offices of the Recorder of Polk and Warren Counties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

MAC Payment - EXHIBIT A

FY 2024 through FY 2028

Homeland Security Apportionment of \$379,932 - Reduced Base Fee for Cities below 5,000 in Population

Cities	Base Fee		Population*		Taxable		Annual Fee		Increase (Decrease)		Annual Per Capita		5-Year Commitment		Prior Agreement	
					Property Value*	%	Fee									
Altoona	\$ 3,384.62		13,301	5.32%	\$ 462,995,728.00	3.29%	\$ 5,432.84		\$ 17,598.38	\$ (1,389.55)	\$ 1.32	\$ 87,991.89	\$ 18,987.93			
Ankeny	\$ 3,384.62		36,161	14.47%	\$ 1,933,108,276.00	13.75%	\$ 22,683.28		\$ 49,940.32	\$ (1,307.83)	\$ 1.38	\$ 249,701.59	\$ 51,248.15			
Bondurant	\$ 1,000.00		2,951	1.18%	\$ 91,880,472.00	0.65%	\$ 1,078.13		\$ 4,026.30	\$ 778.46	\$ 1.36	\$ 20,131.49	\$ 3,247.84			
Carlisle	\$ 1,000.00		3,497	1.40%	\$ 107,225,486.00	0.76%	\$ 1,258.19		\$ 4,566.81	\$ (309.43)	\$ 1.31	\$ 22,834.05	\$ 4,876.24			
Clive	\$ 3,384.62		14,125	5.65%	\$ 1,079,187,368.00	7.68%	\$ 12,663.29		\$ 25,372.81	\$ (2,528.81)	\$ 1.80	\$ 126,864.06	\$ 27,901.62			
DeSoto	\$ 1,000.00		1,009	0.40%	\$ 15,126,805.00	0.11%	\$ 177.50		\$ 1,843.61	\$ (96.33)	\$ 1.83	\$ 9,218.06	\$ 1,939.94			
Grimes	\$ 3,384.62		5,862	2.35%	\$ 376,864,004.00	2.68%	\$ 4,422.16		\$ 11,676.89	\$ 4,189.61	\$ 1.99	\$ 58,383.47	\$ 7,487.09			
Indianola	\$ 3,384.62		14,156	5.67%	\$ 422,297,611.00	3.00%	\$ 4,955.28		\$ 17,685.27	\$ (1,644.80)	\$ 1.25	\$ 88,426.34	\$ 19,330.07			
Johnston	\$ 3,384.62		13,596	5.44%	\$ 986,602,682.00	7.02%	\$ 11,576.89		\$ 23,937.18	\$ (1,591.99)	\$ 1.76	\$ 119,685.92	\$ 25,529.17			
Mitchellville	\$ 1,000.00		2,302	0.92%	\$ 41,865,906.00	0.30%	\$ 491.26		\$ 3,010.97	\$ (46.19)	\$ 1.31	\$ 15,054.85	\$ 3,057.16			
Norwalk	\$ 3,384.62		8,229	3.29%	\$ 229,542,417.00	1.63%	\$ 2,693.47		\$ 11,510.83	\$ 91.79	\$ 1.40	\$ 57,553.15	\$ 11,418.84			
Pleasant Hill	\$ 3,384.62		6,961	2.79%	\$ 312,111,605.00	2.22%	\$ 3,662.35		\$ 11,642.41	\$ (903.74)	\$ 1.67	\$ 58,212.05	\$ 12,546.14			
Polk City	\$ 1,000.00		2,872	1.15%	\$ 102,815,029.00	0.73%	\$ 1,206.44		\$ 4,102.45	\$ (227.69)	\$ 1.43	\$ 20,512.25	\$ 4,330.14			
Urbandale	\$ 3,384.62		35,904	14.37%	\$ 2,299,480,404.00	16.36%	\$ 26,982.33		\$ 54,069.70	\$ (4,019.06)	\$ 1.51	\$ 270,348.51	\$ 58,088.76			
Waukee	\$ 3,384.62		8,132	3.25%	\$ 450,649,689.00	3.21%	\$ 5,287.97		\$ 14,041.09	\$ 440.20	\$ 1.73	\$ 70,205.44	\$ 13,600.88			
West Des Moines	\$ 3,384.62		51,744	20.71%	\$ 3,724,064,440.00	26.49%	\$ 43,698.54		\$ 81,243.01	\$ (4,138.85)	\$ 1.57	\$ 406,215.05	\$ 85,381.86			
Windsor Heights	\$ 1,000.00		4,891	1.95%	\$ 188,469,262.00	1.34%	\$ 2,211.52		\$ 6,440.41	\$ (819.15)	\$ 1.32	\$ 32,202.05	\$ 7,259.56			
	\$ 43,230.77		225,693	90.32%	\$ 12,824,287,184.00	91.22%	\$ 150,481.46		\$ 342,708.04	\$ (13,523.37)		\$ 1,713,540.22	\$ 356,231.42			
Counties																
Dallas County	\$ 3,384.62		10,298	4.12%	\$ 637,192,448.00	4.53%	\$ 7,476.88		\$ 17,659.93	\$ (3,267.61)	\$ 1.71	\$ 88,299.64	\$ 20,927.54			
Warren County	\$ 3,384.62		13,893	5.56%	\$ 597,205,219.00	4.25%	\$ 7,007.67		\$ 19,564.03	\$ (3,277.02)	\$ 1.41	\$ 97,820.13	\$ 22,841.05			
	\$ 6,769.23		24,191	9.68%	\$ 1,234,397,667.00	8.78%	\$ 14,484.54		\$ 37,223.96	\$ (6,544.63)		\$ 186,119.78	\$ 43,768.58			
TOTAL	\$ 50,000.00		249,884		\$ 14,058,684,851.00		\$ 164,966.00		\$ 379,932.00	\$ (20,068.00)		\$ 1,899,660.00	\$ 400,000.00			

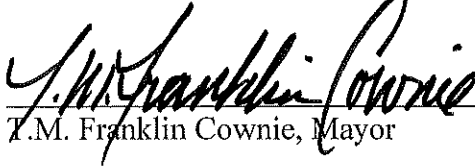
* Information found on website:
<http://www.dom.state.ia.us/>

*Most current certified census data found on website:
<http://data.loveandcenter.org>

* Information found on website:
<http://factfinder.census.gov>

Disregard this Exhibit A Revised exhibit attached.

I. CITY OF DES MOINES, IOWA

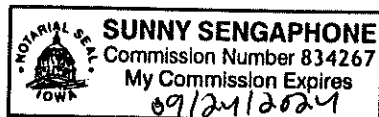

T.M. Franklin Cownie, Mayor

ATTEST:


Laura Baumgartner, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 10th day of April, 2023, before me, the undersigned, a Notary Public, personally appeared T.M. Franklin Cownie and Laura Baumgartner to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution and Roll Call No. 23-0498 adopted by the City Council on the 10th day of April, 2023, and that T.M. Franklin Cownie and Laura Baumgartner acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.




Notary Public in the State of Iowa

XV. CITY OF WINDSOR HEIGHTS, IOWA

Mike Jones, Mayor

ATTEST:

Travis Cooke, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared Mike Jones and Travis Cooke, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Windsor Heights, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution and Roll Call No. _____ adopted by the City Council on the _____ day of _____, 2023, and that Mike Jones and Travis Cooke acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

Notary Public in the State of Iowa

MAC Payment - EXHIBIT A

FY 2024 through FY 2028

Homeland Security Apportionment of \$379,932 - Reduced Base Fee for Cities below 5,000 in Population

Cities	Base Fee	Populati	%	Fee	Taxable Property Value*	%	Fee	Annual Fee	Increase (Decrease)	Annual Per Capita	Commitment 5-Year	Prior Agreement
		Based on US Census Data										
Alleman	\$ 1,000.00	425	0.11%	\$ 173.21	\$ 26,192,632.00	0.11%	\$ 177.49	\$ 1,350.70	\$ 1,350.70	\$3.18	\$ 6,753.51	\$ -
Altoona	\$ 3,384.62	19,565	4.97%	\$ 7,973.84	\$ 1,032,382,534.00	4.36%	\$ 6,995.75	\$ 18,354.21	\$ (633.72)	\$0.94	\$ 91,771.06	\$ 18,987.93
Ankeny	\$ 3,384.62	67,887	17.25%	\$ 27,667.79	\$ 4,153,044,764.00	17.55%	\$ 28,142.35	\$ 59,194.76	\$ 7,946.61	\$0.87	\$ 295,973.81	\$ 51,248.15
Bondurant	\$ 3,384.62	7,365	1.87%	\$ 3,001.65	\$ 303,093,508.00	1.28%	\$ 2,053.86	\$ 8,440.13	\$ 5,192.30	\$1.15	\$ 42,200.66	\$ 3,247.84
Carlisle	\$ 1,000.00	4,160	1.06%	\$ 1,695.44	\$ 181,061,985.00	0.76%	\$ 1,226.93	\$ 3,922.37	\$ (953.87)	\$0.94	\$ 19,611.85	\$ 4,876.24
Clive	\$ 3,384.62	19,546	4.97%	\$ 7,966.10	\$ 1,642,766,224.00	6.94%	\$ 11,131.91	\$ 22,482.62	\$ (5,419.00)	\$1.15	\$ 112,413.12	\$ 27,901.62
DeSoto	\$ 1,000.00	915	0.23%	\$ 372.91	\$ 31,185,633.00	0.13%	\$ 211.32	\$ 1,584.24	\$ (355.70)	\$1.73	\$ 7,921.19	\$ 1,939.94
Elkhart	\$ 1,000.00	928	0.24%	\$ 378.21	\$ 24,761,693.00	0.10%	\$ 167.79	\$ 1,546.01	\$ 1,546.01	\$1.67	\$ 7,730.03	\$ -
Grimes	\$ 3,384.62	15,392	3.91%	\$ 6,273.11	\$ 974,854,092.00	4.12%	\$ 6,605.92	\$ 16,263.65	\$ 8,776.56	\$1.06	\$ 81,318.24	\$ 7,487.09
Indianola	\$ 3,384.62	15,833	4.02%	\$ 6,452.84	\$ 614,135,886.00	2.59%	\$ 4,161.58	\$ 13,999.04	\$ (5,331.03)	\$0.88	\$ 69,995.19	\$ 19,330.07
Johnston	\$ 3,384.62	24,064	6.11%	\$ 9,807.44	\$ 1,562,438,763.00	6.60%	\$ 10,587.58	\$ 23,779.64	\$ (1,749.53)	\$0.99	\$ 118,898.20	\$ 25,529.17
Mitchellville	\$ 1,000.00	2,485	0.63%	\$ 1,012.78	\$ 60,190,571.00	0.25%	\$ 407.87	\$ 2,420.65	\$ (636.51)	\$0.97	\$ 12,103.24	\$ 3,057.16
Norwalk	\$ 3,384.62	12,799	3.25%	\$ 5,216.32	\$ 492,590,526.00	2.08%	\$ 3,337.95	\$ 11,938.88	\$ 520.04	\$0.93	\$ 59,694.41	\$ 11,418.84
Pleasant Hill	\$ 3,384.62	10,147	2.58%	\$ 4,135.48	\$ 581,473,847.00	2.46%	\$ 3,940.25	\$ 11,460.34	\$ (1,085.80)	\$1.13	\$ 57,301.72	\$ 12,546.14
Polk City	\$ 3,384.62	5,543	1.41%	\$ 2,259.09	\$ 284,610,915.00	1.20%	\$ 1,928.61	\$ 7,572.32	\$ 3,242.18	\$1.37	\$ 37,861.60	\$ 4,330.14
Urbandale	\$ 3,384.62	45,580	11.58%	\$ 18,576.43	\$ 3,366,281,467.00	14.22%	\$ 22,810.99	\$ 44,772.04	\$ (13,316.72)	\$0.98	\$ 223,860.20	\$ 58,088.76
Waukee	\$ 3,384.62	23,940	6.08%	\$ 9,756.90	\$ 1,243,327,750.00	5.25%	\$ 8,425.18	\$ 21,566.70	\$ 7,965.82	\$0.90	\$ 107,833.52	\$ 13,600.88
West Des Moines	\$ 3,384.62	68,723	17.46%	\$ 28,008.51	\$ 5,620,303,825.00	23.75%	\$ 38,084.97	\$ 69,478.09	\$ (15,903.77)	\$1.01	\$ 347,390.47	\$ 85,381.86
Windsor Heights	\$ 3,384.62	5,252	1.33%	\$ 2,140.49	\$ 239,950,971.00	1.01%	\$ 1,625.98	\$ 7,151.09	\$ (108.47)	\$1.36	\$ 35,755.46	\$ 7,259.56
	\$ 52,384.63	350,549	89.08%	\$ 142,868.55	\$ 22,434,647,586.00	94.78%	\$ 152,024.31	\$ 347,277.49	\$ (8,953.92)		\$ 1,736,387.47	\$ 356,231.42
Counties												
Dallas County	\$ 3,384.62	23,668	6.01%	\$ 9,646.05	\$ 637,194,448.00	2.69%	\$ 4,317.83	\$ 17,348.50	\$ (3,579.04)	\$0.73	\$ 86,742.48	\$ 20,927.54
Warren County	\$ 3,384.62	19,321	4.91%	\$ 7,874.40	\$ 597,205,219.00	2.52%	\$ 4,046.85	\$ 15,305.87	\$ (7,535.18)	\$0.79	\$ 76,529.34	\$ 22,841.05
	\$ 6,769.23	42,989	10.92%	\$ 17,520.45	\$ 1,234,399,667.00	5.22%	\$ 8,364.69	\$ 32,654.37	\$ (11,114.22)		\$ 163,271.83	\$ 43,768.58
TOTAL	\$ 59,153.86	393,538		\$ 160,389.00	\$ 23,669,047,253.00		\$ 160,389.00	\$ 379,931.86	\$ (20,068.14)		\$ 1,899,659.30	\$ 400,000.00



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL

FROM: Travis Ouverson , Interim Police Chief

SUBJECT: Consideration of Resolution No. 2023-30 - A Resolution to Appoint A Member and Alternate Members to the Polk County Emergency Management Commission

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

1. Resolution No- 2023-30 - Polk County EMA Appointments 2023

RESOLUTION NO. 2023-30

RESOLUTION TO APPOINT A MEMBER AND ALTERNATE MEMBERS TO THE POLK COUNTY EMERGENCY MANAGEMENT COMMISSION

WHEREAS, the county boards of supervisors and city councils in each county shall cooperate with the Iowa Homeland Security and Emergency Management Department to establish a local emergency management commission to carry out the provisions Iowa Code Chapter 29C; and

WHEREAS, the commission shall be composed of a member of the Board of Supervisors, the Sheriff, and the Mayor from each city within the county; and

WHEREAS, a commission member may designate an alternate to represent the designated entity; and

WHEREAS, the commission members shall be the operations liaison officers between their jurisdiction and the commission; and

WHEREAS, the commission shall meet regularly to determine the mission of its agency and program and provide direction for the delivery of the emergency management services of planning, administration, coordination, training, and support for local governments and their departments; and

WHEREAS, the commission shall coordinate emergency services in the event of a disaster;

NOW, THEREFORE, BE IT RESOLVED that Mike Jones, Mayor, be appointed as the Emergency Management Commission Member; and

BE IT FURTHER RESOLVED that Susan Skeries, Councilmember/Mayor Pro-Tem, be appointed as an Alternate Elected Member; and

BE IT FURTHER RESOLVED that Peter Roth, Police Chief, and James Mease, Fire Chief, be appointed as an Alternate Non-Elected Appointed Members; and

BE IT FURTHER RESOLVED that the Member and/or Alternate Member(s) attend the Commission meetings on behalf of the City of Windsor Heights.

Passed and Approved this 1st day of May, 2023

Mike Jones, Mayor

Attest: Travis Cooke, City Clerk



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL

FROM: Justin Ernst, City Engineer

SUBJECT: Consideration of Amendment No. 1 to Agreement for Professional Services
Between the City of Windsor Heights and Bolton & Menk, Inc. - 68th Street
Construction Observation Amendment

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

1. 68th Street Construction Observation Amendment

**AMENDMENT #01 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF WINDSOR HEIGHTS AND BOLTON & MENK, INC.**

This AMENDMENT #01 ("Amendment") to the original Agreement for Professional Services between City of Windsor Heights. ("OWNER") and Bolton & Menk, Inc. ("ENGINEER") dated June 20, 2022 (the "Agreement") is made and entered into on this 1st day of May, 2023.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with additional construction services in connection with the 68th Street Reconstruction Project (the "Project");

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE ATTACHMENT. The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.

2. FEE ATTACHMENT. The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. Additional Forms. Attachments A and B are attached and incorporated into the Agreement.

4. All Other Terms and Conditions of the Agreement. Any conflict on inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #01 to be executed by their duly authorized representatives on the dates written below.

CITY OF WINDSOR HEIGHTS

BOLTON & MENK, INC.

SIGNED: _____

SIGNED: _____

NAME: Mike Jones

NAME: Matthew Ferrier

TITLE: Mayor

TITLE: Principal Engineer

DATE: _____

DATE: _____

EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #01

This **SCOPE ATTACHMENT** is part of **AMENDMENT #01** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment

This amendment includes 740 additional hours of construction observation from what was included in the original agreement. One staff member will be available for the construction observation services for 10 hours per day for 114 days per contractor's construction schedule. The above construction period estimate includes a maximum of 1,140 hours of construction observation (original contract plus amendment). In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 1,140 hours, we will notify the city as we approach this limit and determine the additional effort to complete the project. We will work with the city to develop a mutual resolution for the remaining effort.

This amendment includes 110 additional hours of project management from what was included in the original agreement.

EXHIBIT B – FEE ATTACHMENT

This **FEE ATTACHMENT** is part of **AMENDMENT #01** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

AMENDMENT (SERVICES AND DELIVERABLES)		Amount
Task 2	Construction Observation, 740 hours, \$108/hr	\$79,920
Task 2	Project Manager, 110 hours, \$168/hr	\$18,480
THIS AMENDMENT Sub-Total		\$98,400
(Less Reduction in Fee -if any)		\$0
THIS AMENDMENT TOTAL		\$98,400

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEMENT		\$241,720
PREVIOUS AMENDMENTS #000		\$0
AMENDMENT #01 CHANGE (Date)	Describe (if needed)	\$98,400
NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED		\$340,120

2. **MAXIMUM FEE**. The Maximum Fee will not exceed: \$340,120.
3. List any additional terms related to the Fee or Rates.



**STAFF REPORT
CITY COUNCIL
May 1, 2023**

TO: CITY COUNCIL
FROM: Jason Roberts, Public Works Director
SUBJECT: Consideration of University Avenue Holiday Display Purchase

GENERAL INFORMATION

University Ave Christmas Lights

Bid Summaries:

Display Sales

https://displaysales.com/products/diamond-snowflake-ground-mount-christmas-decoration?_pos=1&_psq=diamond&_ss=e&_v=1.0

https://displaysales.com/products/4-foot-candy-cane-swirl-pole-mounted-christmas-decoration-brightline?_pos=2&_psq=candy&_ss=e&_v=1.0

(12) 4' White Line Diamond Snowflake \$4,356

(12) 4' Bright Line Candy Cane Swirl \$3708

Shipping: \$527

TOTAL: \$8,591

Northern Lights Display

<https://northernlightsdisplay.com/silhouette-pole-decor/>

(12) 4' Deluxe Forked Snowflake \$5028

(12) 4' Festive Star \$4188

Shipping: \$201

TOTAL: \$9,417

Mainstreet Designs

<https://www.mainstreetdesigns.com/pole-mount.html>

(12) 4' Presidential Snowflake \$6144

(12) 4' Candy Cane \$5136

Est Shipping: \$1250

TOTAL: \$11,280

Discussion:

Power is available at each pole.

After reviewing web sites, members preferred the 4' White Line Single Spiral Snowflake from Display Sales. It has 72 lights and it's brighter. <https://displaysales.com/products/4-5-foot-single-spiral-snowflake-pole-mounted-christmas-decoration-whiteline>.

(24) 4' White Line Single Spiral Snowflake (\$511 each)

Subtotal:

\$12,264

Shipping:

\$694

TOTAL: \$12,958

Each Includes: (72) C7 LED Warm White Light Bar Bulbs; One (1) - Silver Pole Plate; Two (2) - 40" Black Adjustable Straps.

Recommendation to Council:

The 4' Single Spiral Snowflake has 72 lights, and it is felt it would have a bigger impact.



All members present concurred

that this is the Committee recommendation to the Council.

Dave Burgess, Chairperson

Mike Jones, Mayor (absent)

Susan Skeries, Mayor Pro Tem

John McKee

Tom McMahon (absent)

Tyler Holtorf

Jason Roberts, Director

Michael Libbie

Charlene Butz (via Zoom)

SUMMARY

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL

FROM:

SUBJECT: Mayor, Council Reports and Committee Updates, and Administration Reports

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

None



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL
FROM: Mike Jones, Mayor
SUBJECT: Mayor's Report

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

1. Mayor's Report 4-21-2023



MAYOR'S REPORT

Report Covers March 15th, 2023 – April 21st, 2023

- I met with Stacey Johnson, the VP of Governmental Relations for Hy-Vee and Courtney Brobst, the current store director of our Windsor Heights Hy-Vee. We had a productive conversation about cooperating as entities and among other things, I expressed my concerns about Hy-Vee being patrolled by armed guards.
- Attended a special Des Moines Metropolitan Organization (MPO) meeting on March 23rd. Among other things, we voted on approving the priority project list for the Partnership's annual trip to D.C.. This list is discussed with congressional members. On that list is the 73rd Street Reconstruction Project.
- I met with Katie Lord on March 24th to discuss the Windsor Heights Earth Day Event. MidAmerican will be gracious enough to provide volunteers for the stream clean up and set up a booth at the vent.
- Attended the economic development committee meeting on March 28th and received updates on Sherwood Forest, 6300 Hickman, 6300 University and 6900 University Avenue. There was no substantive action taken on any items.
- Thank you to Councilors Campbell and Jones, Interim Administrator Swisher and Darren Skeries for taking the time to sit down and interview Police Chiefs on March 31st. Thank you to all of the Councilors and staff that were able to attend the open house, PD/FD members that were able to attend the open house and to Chiefs Scott, McDaniel, McCluskey and Ouverson for taking part in their own interview process to aid in a hiring recommendation.
- Was honored to attend Captain Derek Meyer's retirement ceremony on April 4th at the CEC. As I said then, Derek was a rock for the department and faithfully served our community for over 20 years. His dedication and knowledge are without equal and we already miss him. Thank you to staff for making that event possible.
- Thank you to the Windsor Heights Fire Fighters Association and Department for putting together the easter egg hunt for the community.
- Was able to attend part of the MAC meeting on April 11th. This was, as typically is during legislative time, a legislative update.
- Thank you to Councilors Jones and Skeries and Interim Administrator Swisher for adjusting their schedules to conduct Fire Chief Interviews on April 12th. I was in Trial so I was unavailable to attend. Thank you to everyone that was able to attend the open house and to Chiefs Hogrefe, Robinson, Lou and Boyle for conducting their own interview process.

- Received an email today with a good question about junk pickup for 68th Street during reconstruction. Rachelle is going to get with Justin Ernst and Jason Roberts to come up with a plan.
- I will be appointing Bob Bishop to serve on Planning and Zoning. There were four excellent applicants. Mr. Bishop has been a resident for over 30+ years and his history, knowledge and expertise would be a great asset to the committee.
- I attended the MPO meeting on the 20th. Unfortunately, Windsor Heights was not a recipient of any STBG funds for Phase 2 of 73rd Street but the applicants were extremely competitive. I have also been asked to serve on the employee handbook committee along with Joe Gatto, Len Murray and Dean O'Connor.
- With \$50,000 being budgeted for the sidewalks rehabilitation program, the Public Works Committee will need to meet to determine how the program should be rolled out. Different cities across the United States have programs like this and have varied criteria or funding mechanisms to bring about the intended result: a joint buy-in between residents and the City to rehabilitate sidewalks.
- Thank you to the Public Works Committee on meeting and deciding what decorations to purchase for University Avenue this winter (below). Considering \$40,000 was budgeted and we're only going to be spending less than \$15,000, it's a wise purchase.



- I plan to have the “final” chicken ordinance on the next Agenda. This will be language that excludes permission to own geese, Guinea fowl, and peacocks. Again, I am surprised at the threat posed by peacocks.
- Thursday, the 27th, will be a busy day. I will attempt to attend the Catch DSM Board Meeting, the ICON Water Trails Groundbreaking and a Communications Committee Meeting.
- I continue to receive submissions for the City Wide Garage Sale. I believe we’re north of 40 sales.
- I’ve been speaking with the Polk County Auditor and Legal about changing our election laws. This has been discussed a number of times over the past decade but I would actually like to see it come to fruition. Based on my conversations with Mr. Fitzgerald and Matt Brick, I have been informed that terms cannot be extended, therefore a position will have to be shortened to two years and then placed back on a four-year schedule. This will have to be done via election and to even get it on the ballot, a petition needs to be signed by eligible electors of the City equal in number to ten percent (10%) of the persons who voted at the last preceding regular city election. Going by the results of last City election, that would be approximately 100 residents. As far as the proposed elected position that will be shortened, I am considering the position of Mayor.



**STAFF REPORT
CITY COUNCIL**
May 1, 2023

TO: CITY COUNCIL

FROM:

SUBJECT: Sister Cities Commission Reports

GENERAL INFORMATION

SUMMARY

ATTACHMENTS

1. February- March Sister Cities Commission Report Feb-Mar 2023
2. April Sister Cities Commission Report April
3. Photo #1
4. Photo #2

Windsor Heights Representative Report of the Greater Des Moines Sister Cities Commission

Report on the February 14 and March 14, 2023, meetings

Chairman Sherill Whisenand and Vice-Chairman Joe Nolte have been attending monthly work sessions as special guests of local city councils. During these meetings, they told the commission story, discussed the goals, and asked the city to join the Commission.

Sherill and Joe met with Ryan Carroll, Senior Director of Regional Business Development at the Greater Des Moines Partnership, and invited him to give a presentation to the Commission. When Ryan did the presentation, he talked about how the alliance might best serve Sister Cities in the area of business and recognize growth and potential. In addition, the Commission has a handle on Education and Cultural activities.

Committee Happenings:

- The Italy Committee is working on ways the Commission can work with the City of Parma. Because of these efforts, the committee is expanding. They are looking to include members from the Sister Cities communities and at opportunities for possible area businesses to join up.
- At several events, the Kofu Committee members and several Commissioners supported the Japanese American Society of Iowa (JASI). In addition, some committee members will volunteer at CelebrAsian's 20th anniversary on May 26-27, where JASI will host the Japan Village.
- The Marketing Committee shared an updated Commission brochure. Corrections are being completed, and we should soon have a brochure to share.
- The Pristina Committee and several Commissioners helped honor the 15th Anniversary of Kosovo's Independence at DMACC.
- The Saint-Etienne Committee members attended the Des Moines Area Community College (DMACC) Culinary Institute special chef dinners. The culinary students worked with French chefs from Saint-Etienne and the Loire Valley area. Students and DMACC faculty will continue the 35-year collaboration exchange this summer by going to France.

As always, similar events are free and open to the city council. We hope you will take advantage of these events and support our Sister Cities and nations.

Mayor Mike Jones reviewed the expectations of the Commission representative. It has been agreed that in the future, the representative will provide bi-monthly Commission reports to the city clerk (Travis Cooke), who will put them on the Agenda. The representative is also expected to attend a city council meeting quarterly and give a report.

Respectfully submitted,
Ricki King, Chair
Kofu City, Japan Committee
Greater Des Moines Sister Cities Commission

Windsor Heights Representative Report of the Greater Des Moines Sister Cities Commission

April 2023

Hello, Mayor Jones and City Council members,

Thank you for approving a budget for me (Ricki King) to go to Kofu, Japan, with a small informal delegation. However, the trip scheduled to leave Des Moines for Japan in August 2023 has been put on hold until next year. Therefore, I hope this approved budget can be used next year in 2024 or a new budget approved for the Kofu trip.

The trip has been put on hold because Mayor Yuichi Higuchi of Kofu, Japan, has decided to make an official visit to Des Moines tentatively scheduled for August 17-21, 2023. We are working on the trip details with Mayor Cownie and Mayor Higuchi's offices. I will let you know when more formal details have been decided.

On May 3rd, the Women of Achievement bridge will be lit in Green for Greenery Day in Japan (May 4). Greenery Day is a day to commune with nature and to be thankful for blessings.

Other sister cities news:

Saint-Etienne, France: The annual Bastille Day event will be held on July 14th at the Ding Darling facility at Birdland Park Marina. The event is a joint effort with the Sister City Commission and Alliance Francaise. The event is free and potluck style, with meat and paper products provided. The Women of Achievement will be lit in blue, white, and red, the colors of France's flag. You are welcome to attend.

Italian City Committee: The committee has an open dialogue with the city of Parma to see if it will become a sister city.

Pristina, Kosovo: Members of the Greater Des Moines Sister City Commission, the Windsor Heights City Council, and local officials were invited to meet Kosovo Ambassador to the United States, H. E. Ilir Dugolli, at the Consulate of the Republic of Kosovo on April 12th. I attended this event with several commissioners, Chairman Sherill Whisenand, Vice Chairman Joseph Nolte, Des Moines City Council members Carl Voss and Connie Bosen, and Cedar Falls Mayor Rob Greene, along with other members of the community.

Respectfully submitted,
Ricki King, Chair
Kofu City, Japan Committee
Greater Des Moines Sister Cities Commission



