

Council Packet Memo
March 1, 2018

4. LOCAL OPTIONS SALES AND SERVICE TAX (LOSST)

Please help us encourage folks to get out to vote on a Local Option Sales and Service Tax for Windsor Heights on March 6th. Since the last Council meeting, several cities put out their own infographics, news articles and television stories have aired. I have communicated with the Des Moines Register and WHOTV. The attached flyer of information was shared and launched on Facebook and on our Website. The Chamber hosted their final meeting is on February 26th in the Council Chambers. There were 8 attendees, one Council member, one Chamber Board member, Presenter Libbie, Mayor Burgess and myself. We did not hear any opposition.

5. PUBLIC HEARING (S)

A. Public Hearing and First Reading to an Ordinance for Massage Therapy Business Licenses and setting a fee thereof: Attached you shall find a prepared action form, which provides history, options and a staff recommendation. Also, attached is a draft Ordinance regulating massage parlors. Staff recommends approval of first reading.

B. Public Hearing and Approval of FY 2018/19 Budget: Attached are the state forms and Resolution approving the FY 2018-2019 budget on March 5. Independent Financial Advisor Tionna Pooler will be available at the meeting to answer any questions. Staff and the Council Budget Committee recommend approval.

7. CONSENT AGENDA

C. Budget Amendment to FY 2017/18 Budget: Enclosed you shall find a copy of the notice for the public hearing for the FY 2017/18 budget amendment, a resolution adopting the amendment and a spreadsheet outlining all of the line items that are in need of an amendment. Staff and the City's Bond Counsel recommend approval.

D. Schedule Public Hearing on Ordinance pertaining to Mobile Food Units:

Attached you shall find a draft redlined version of a proposed amendment to Chapter 171 and creating a new code section Chapter 183 for Mobile Food Units. The Planning and Zoning Committee met, reviewed and discussed the ordinance on February 28th. Staff and the Planning and Zoning Commission recommend approval and setting the public hearing for March 19th.

8. OLD BUSINESS

A. Second Reading on an Ordinance Amending Chapter 122 relating to Peddlers, Solicitors and Transient Merchants: Attached you shall find an Ordinance amending Chapter 122, which exempts persons from obtaining a transient merchant permit if they have a temporary food and beverage permit as defined by city ordinance or are persons who possess or are authorized merchants of the Community Event Center. Food and beverage permits will be regulated under Chapter 171 of the Code of Ordinances. Persons leasing the Community Event Center will be regulated under the facility use agreement. Staff recommends approval of second reading.

9. NEW BUSINESS

A. A Resolution approving the Professional Services Agreement with ImageTrend, Inc. for billing services for five years for the Fire/EMS Department and authorize cancellation notice to Omni upon final approval of the City

Attorney: Attached you shall find a prepared action form, which provides history, options and a staff recommendation. Also, attached is a draft termination letter to Omni and executed agreement by ImageTrend. Staff recommends approving the Professional Services Agreement with ImageTrend, Inc. upon final approval of the City Attorney. Department staff and Attorney Clanton will be available at the meeting to answer any questions.

B. Discussion and Appropriate Follow up on the FY 2018/19 Communications

Plan: Attached is the draft Communications Plan for FY 2018/19. Staff provided several options for Council discussion. Department staff will be available at the meeting to answer any questions.



ONE

CENT
Makes a
DIFFERENCE

LOCAL OPTION SALES AND SERVICE TAX



Ballot Language for Windsor Heights:

50% of such revenues to be allocated for property tax relief and

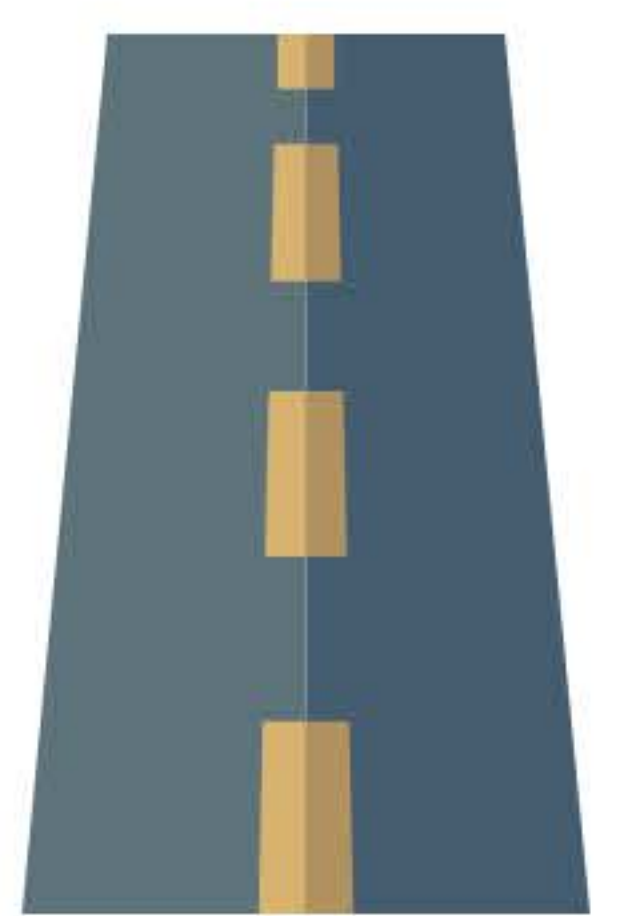
50% of such revenues for the purposes including infrastructure, but not limited to, street improvements, municipal buildings, recreational/sports complexes, community center, trails, parks, arts, cultural amenities and for other public uses the city deems appropriate.



Windsor Heights is proposing to lower
the levy by .38 cents in their FY 19
budget

LOSST could support:

The Equipment Revolving Plan
which could save the City from
borrowing to pay for
the equipment for each
department



Capital Reserve Fund for
infrastructure
which could save the City
from borrowing as much
for infrastructure
improvements in the
future

Could **STABILIZE** the levy

March 6, 2018
Special election



For your voting locations, absentee
ballots and general voting questions
contact the Polk County Elections
Office at (515) 286-3247

Make sure to vote, it makes a lot of
cents!



COUNCIL ACTION FORM

AGENDA ITEM: Public Hearing and Approval of First Reading to an Ordinance for Massage Therapy Business Licenses and setting a fee thereof

HISTORY:

Over a year ago Council requested staff review and report on the regulations and protections that are in place for the public in regards to Massage Parlors and Human Trafficking within the City of Windsor Heights.

As a result of this request staff researched the city code, reviewed a national policy database, requested feedback from other City Managers/Administrators, Police Chiefs across the state of Iowa, identified Law Enforcement trainings and held a public presentation.

The Windsor Heights City code does not specifically address 'massage parlors' or 'therapy' practices outside the group home setting. City code section 167.07(23) describing "Personal Services" as "...places of business primarily engaged in the provision of services of a personal nature." There was no direct reference to massage or therapy within that definition.

A database search of policies related to massage parlors through the International Association of Chiefs of Police (IACP) yielded a policy out of WI. This policy found on IACP which regulated the business and agents within the business. In this policy the business was required to obtain a permit as well as anyone performing massage services.

Staff inquired with other city leaders through their list serves as to the action and steps respective cities' take. The responses received had varying degrees from specific ordinances, to Standard Industrial Classifications (zoning), to no ordinances.

Currently, the city has identified the following cities that are publicized to have ordinances regulating businesses performing massage therapy services: Johnston, West Des Moines, Altoona, Sioux City & Newton.

The criminal acts of human trafficking and the additional crimes that are often accompanied with it can have prolonged investigations. As such the public may perceive a lack of action on the part of law enforcement or the City when working a criminal investigation over time.

In 2016 law enforcement executives introduced a train-the-trainer program to the state in efforts to combat human trafficking cases. The courses of instruction for this program began in the fall of 2016 requiring a signed memorandum of understanding and resource commitment. As the aforementioned program continues to grow and expand, the Windsor Heights PD has sent three officers to human trafficking courses in 2017. Additionally the department has sent two other officers to similar topic training. This training aids officers in awareness and enhances intervention.

The purpose of this ordinance is to identify and address businesses that engage in the practice of massage therapy without a license and/or are involved in illegal activities which may include prostitution and/or human trafficking. Businesses providing massage therapy yet conducting various types of illegal activity are harmful to the City and the image of the massage therapy profession. The implementation of this ordinance will better enable the City to proactively screen, monitor and remove businesses that are engaged in illegal activity.

The purposed fee schedule:

Massage Therapy Business License	Initial license fee:\$75 per business; Additional persons: \$25 (up to three) Maximum fee of: \$150 *Initial fees waived for applications during initial ordinance year w/o changes.
	Renewal fee: \$25 per person **Renewal fees waived for existing businesses licensed within initial year. ***additional fees as stated in ordinance ___ (4) (G).

On February 08, 2018, a public presentation was held at the Public Safety Building to discuss the proposed Massage Therapy Business Ordinance. There were fourteen businesses that were invited to the presentation as well as the Iowa chapter of American Massage Therapy Association. There were seven people in attendance; four of them were local business owners. A separate document has been created and attached with this action form that captured the questions and lists formal responses to those questions. The presentation slides are also included with this packet information.

In addition to the information provided herein, Council will find supporting documentation with references to facts and statistics as it relates to human and sex trafficking.

The degree of discussion is limited here to provide a high-level view of the various information available as it relates to regulatory compliance of the business entity. The

underlying concern with illicit business practices is the criminal act involved with human trafficking, child endangerment and prostitution – illicit business practices, not legitimate practices.

OPTIONS:

1. Approval of First Reading to an Ordinance for Massage Therapy Business Licenses and setting a fee thereof.
2. Approval of First Reading to an Ordinance for Massage Therapy Business Licenses with changes and setting a fee amount for licensure.
3. Refer this back to the staff to look into other alternatives and provide additional information.
4. Take no action at this time.

STAFF RECOMMENDATIONS:

Public Safety Staff believes the ordinance draft should be changed to exempting reflexology as listed in state code and similar to other metro ordinances; thus recommending Option #2 above. With Council approval of the fee, staff will propose an amendment to the Fee Schedule for the licensing at an upcoming City Council meeting. This ordinance has been reviewed and discussed by the public safety committee and is referred to council for action.

Therefore, it is the recommendation of the City Administrator that Council approve Option 2; to Approval of First Reading to an Ordinance for Massage Therapy Business Licenses with changes and setting a fee thereof.

ORDINANCE NO. 18-02

CHAPTER: 127

MASSAGE THERAPY BUSINESS LICENSING

01	Purpose	07	Exemptions
02	Definitions &	08	Adverse Action; Grounds for Denial and Revocation or Suspension
02	License Required		
03	License Fee	09	Appeal Process
04	Application	10	Restriction and Regulations
05	Granting or Denial of License	11	Penalty
06	Conditions Governing Issuance	12	Severability Clause

01 **PURPOSE.** State of Iowa licensed massage therapists and businesses offering massage therapy services perform an important service in addressing the health and wellbeing of our citizens. Unfortunately, there are businesses that advertise they provide massage therapy and/or other therapeutic services, but they are engaged in various illegal activities which may include prostitution and/or human trafficking. This ordinance **IS NOT** intended to discourage a legitimately licensed massage therapist or massage therapy business from providing their services in the city of Windsor Heights. The purpose of this ordinance is to identify and address businesses that engage in the practice of massage therapy without a license and/or are involved in illegal activities which may include prostitution and/or human trafficking. Businesses providing massage therapy yet conducting various types of illegal activity are harmful to the City and the image of the massage therapy profession. The implementation of this ordinance will better enable the City to proactively screen, monitor and remove businesses that are engaged in illegal activity.

02 **DEFINITIONS.** For the purposes of this chapter, the following words and phrases have the meanings herein set forth, unless it is apparent from the context that a different meaning is intended.

- A. "License" means permission granted by competent authority to exercise a certain privilege that, without such authorization, would constitute an illegal act. The document that confers permission to a person to engage in massage therapy shall be issued by the Iowa Board of Massage Therapy for State of Iowa; massage therapy business licenses shall be issued by the City of Windsor Heights.
- B. "Massage Therapy Business" means any place of business wherein any of the treatments, techniques, or methods of treatment referred to in subsection E are administered, practiced, used, given or applied.
- C. "Massage Therapist" means a person licensed to practice the health care service of the healing art of massage therapy under Iowa Code, Chapter 152C.

- D. "Massage patron" means any person who receives, or pays to receive, a massage or massage services from a massage therapist for value.
- E. "Massage Therapy" means performance for compensation of massage, myotherapy, massotherapy, bodywork, bodywork therapy, or therapeutic massage including hydrotherapy, superficial hot and cold applications, vibration and topical applications, or other therapy which involves manipulation of the muscle and connective tissue of the body, excluding osseous tissue, to treat the muscle tonus system for the purpose of enhancing health, muscle relaxation, increasing range of motion, reducing stress, relieving pain, or improving circulation.

02A **LICENSE REQUIRED.** No person shall operate a massage therapy business, either exclusively or in connection with another business, without being licensed as provided in this chapter.

03 **LICENSE FEE.**

A. New Massage Therapy Businesses to Windsor Heights.

- 1. The initial license fee for a new massage therapy business to the City of Windsor Heights will be set by resolution through the City fee schedule and shall be paid when the application is filed. There is an additional fee for each person performing massage therapy employed at the business. The additional fee will be set by resolution and apply to a maximum of three additional employees performing massage therapy at the business or a maximum application fee. The license fee and additional fees shall be paid when the application is filed.
- 2. The license, if granted, and not revoked or suspended, shall be valid so long as the business does not materially change ownership, business name or the service provided. An annual review shall be initiated by the City Clerk, with assistance from the police department, to confirm business ownership, business name, service(s) provided, and accurate and up-to-date state licenses for the employees performing massage therapy.

B. Existing Massage Therapy Businesses within the City of Windsor Heights.

- 1. For a massage therapy business applying for licensure within the initial year of this ordinance's effective date, the licensing fee identified in section A 1, above, is waived. If an application properly submitted during the first year of the ordinance is approved, and the massage therapy business remains in continuous operation, renewal fees for a massage therapy business license will be waived. A massage therapy business grandfathered in under this section will be required to pay a fee for each additional employee not included in their original application (up to a maximum fee). The business will be required to go through the annual review process.

C. A separate license shall be obtained for each place of business. The licensee shall display the license in a prominent place in the licensed business at all times.

D. How Renewal Fee Determined

The Windsor Heights Police Department will track personnel time costs related to the licensing program to quantify those costs and to evaluate program effectiveness.

E. During the twelve (12) month licensed period, the massage therapy businesses will be required to notify the City Clerk of changes in massage therapist staffing and/or business manager.

04 **APPLICATION.** Application for a massage therapy business license shall be made on forms provided by the City Clerk's Office. The application shall include:

- A. The address of the property to be used and documentation establishing the applicant's interest in the premise on which the business will be located, which shall be in the form of a lease, deed, or other document that establishes the applicant's interest;
- B. The names, ages, and addresses of the applicant, owner, manager and all employees who are or will be employed or present on the premises to perform massage therapy;
- C. Dates and locations of other places the applicant has owned or operated as a massage therapy business;
- D. Descriptions of all crimes or other offenses, including the time, place, date and disposition for which the applicant, owner, manager, and all persons employed by the applicant or present on the premise to perform massage therapy have been arrested, charged, or convicted;
- E. A statement as to whether the applicant, owner, manager, or any person employed by the applicant has had any license to perform massage therapy denied, revoked or suspended in any city, state, county, or any country and the reason for the denial, revocation or suspension;
- F. A government issued photo ID of the applicant, owner, manager and all employees or persons present on the premises who are or will be employed to perform massage therapy;
- G. Such other information as the Chief of Police may require for purposes of conducting a background check. If it is determined that a nationwide background check is required, the applicant may be responsible for the expense to complete the background check.
- H. Insurance. Any application for a license shall be accompanied by proof of insurance executed by an insurance company authorized to do business in the state of Iowa, in the amount of two-million dollars per occurrence, six-million dollars per policy year. All insurance policies hereunder shall provide for at least thirty (30) days prior

notice to the Police Department before a cancellation thereof is effective and shall continue to provide coverage as to all matters arising during the term of the insurance policy whether or not later cancelled.

- I. Provide proof of current State of Iowa massage therapy license for all employees who are or will be employed or present on the premises to perform massage therapy.

05 **GRANTING OR DENIAL OF LICENSE.** Business license applications shall be reviewed by the Chief of Police, who after considering all of the information provided and obtained in the background check shall either grant or deny the license.

06 **CONDITIONS GOVERNING ISSUANCE.**

- A. No license shall be issued if the applicant or any of its owners, managers, employees, or agents has a criminal conviction for a sex crime as defined by Iowa Code Chapter 709, or for Prostitution as defined by Iowa Code Chapter 725, or for keeping a house of prostitution as defined by Iowa Code Chapter 657, or who is a registered sex offender, or who has been denied a license by any other community.
- B. Licenses shall be issued only if the applicant and all of its owners, managers, employees and agents are free of convictions for offenses which involve sex crimes or which relate directly to such person's ability or fitness to legally and safely perform the duties and discharge the responsibilities of the licensed activity.
- C. Licenses shall only be issued to applicants who have provided all of the information requested in the application, have paid the license fee and have cooperated with the Chief of Police and other city officials in review of the application.
- D. The business license, if issued, shall be displayed on the business premise in a conspicuous public area.

07 **EXEMPTIONS.** This chapter shall not apply to the following businesses:

- A. Businesses who employ or provide the services of persons who are licensed to practice medicine or surgery, osteopathic medicine and surgery, chiropractic, cosmetology arts and sciences, or podiatry in Iowa: or athletic trainers, nurses, occupational therapists, physical therapists, or physician assistants licensed, certified, or registered in this state or acting under the prescription or supervision of a person licensed to practice medicine, surgery, osteopathic medicine, or chiropractic in this state.
- B. Massage Therapists who are employed or are contracted to perform massage therapy in a business identified in Section 07.A (above).
- C. Businesses who employ or provide the services of persons who are licensed, registered, or certified in another state, territory, the District of Columbia, or a

foreign country when incidentally and temporarily present in this state to teach a course of instruction related to massage therapy and bodywork therapy.

- D. Businesses which offer the services of students enrolled in a program recognized by the State Board of Massage Therapy while completing a clinical requirement for graduation performed under the supervision of a person licensed.
- E. Persons giving massage therapy and bodywork to members of their immediate family.
- F. Persons engaged within the scope of practice of a profession with established standards and ethics utilizing touch, words, and directed movement to deepen awareness of existing patterns of movement in the body as well as to suggest new possibilities of movement, provided that the practices performed or services rendered are not designated or implied to be massage therapy. Such practices include, but are not limited to, the Feldenkrais method, the Trager approach, and mind-body centering.
- G. Persons engaged within the scope of practice of a profession with established standards and ethics in which touch is limited to that which is essential for palpitation and affectation of the human energy system, provided that the practices performed or services rendered are not designated or implied to be massage therapy.
- H. Persons incidentally present in this state to provide services as part of an emergency response team working in conjunction with disaster relief officials.

.08 **GROUND FOR DENIAL AND REVOCATION OR SUSPENSION.** It shall be grounds for denial, revocation and/or suspension of an application or massage therapy business license if one or more of the following conditions are met:

- A. If the applicant or licensee is not complying with or has a history of violations of the laws and ordinances that might adversely impact public health or safety.
- B. If the licensee solicits or advertises to offer services that are a violation of this chapter.
- C. If the licensee is convicted of any violation, reasonably related to the licensed activity and/or occurring on the licensed premise, of any city ordinance or federal or state statute.
- D. If there is fraud or deception involved in the license application.
- E. If the licensee is found to be in control or possession of any narcotic drugs or controlled substances on the premises for which they are licensed to operate, possession of which is illegal as defined by Iowa Statutes or city ordinances.
- F. If the licensee has, in the past, engaged in willful disregard for health codes and regulations.

- G. If the applicant fails to provide all the information and certificates required by this chapter.
- H. If the licensee permits an unlicensed individual(s) to conduct massage therapy services at the licensee's premises.
- I. If the licensee refuses to permit any authorized police officers or authorized city, county, or state governmental official to inspect the premises or operations.
- J. If the licensee is found to be violating provisions of this chapter or the Iowa Code.
- K. If the business promotes its services on websites that are known to advertise services that are illegal.

.09 APPEAL PROCESS

- A. If an applicant has been denied, revoked or suspended pursuant to this chapter, then said applicant may file a written request with the City Administrator for review of the decision of the Chief of Police within ten (10) days from the receipt of said notice of denial, revocation or suspension. Failure to file a written request for review of the decision within this time frame shall constitute a waiver of any right to contest the decision to deny, revoke or suspend a license.
- B. Within ten (10) days of the receipt of a request to review a decision of denial, revocation or suspension of any applicant's license, the City Administrator shall notify the applicant of a date, time and place for a hearing to review the decision of the Chief of Police. Said hearing shall be informal and the applicant may present any oral or written testimony the City Administrator deems pertinent.
- C. Within ten (10) days from the hearing held pursuant to subparagraph B, the City Administrator will provide a written findings and decision to the applicant.
- D. If the applicant's denial, revocation or suspension is upheld by the City Administrator, the applicant may then appeal said decision to the District Court pursuant to the laws of the State of Iowa.

10 RESTRICTION AND REGULATIONS

- A. Compliance with law. The licensee and persons in its employ shall comply with all applicable regulations and laws of the city and state.
- B. Person in charge. If the applicant is a partnership, corporation or other organizations, the applicant shall designate a person to be manager and in responsible charge of the business. The manager shall be a resident of Iowa. The manager shall provide written consent to serve as an agent for service of notices and other process relating to the business. The manager shall remain responsible

for the conduct of the business until another suitable person has been designated in writing by the licensee. The licensee shall promptly notify the City Clerk in writing of any change indicating the address of the new manager and the effective date of such change.

- C. Hours of business. The licensed premises shall not be open for business nor shall patrons be permitted on the premises between the hours of 10:00 p.m. and 6:00 a.m.

11 **PENALTY.** A person who commits or attempts to commit, conspires to commit or aids or abets in the commission of an act constituting a violation of this chapter, whether individually or in connection with one or more other persons or as principal, agent, or accessory is guilty of a simple misdemeanor. A person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, permits or directs another to violate a provision of this chapter is guilty of a simple misdemeanor.

12 **SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Research Facts and Statistics – Human & Sex Trafficking

Human trafficking is prevalent within the massage profession. Research shows that as many as 6,500 illicit (massage) businesses are active in the United States. Less conservatively, it is estimated that up to 9,000 illicit (massage) businesses may be active. Research also shows that in each year from 2012 through 2016, the ‘commercial-front brothel’ was one of the top two venues for sex trafficking. (Federation of State Massage Therapy Boards, 2018)

Innovative law enforcement interventions and municipal code changes that focus on IMBs and their operatives are emerging. (Federation of State Massage Therapy Boards, 2018)

Illegal establishments often house individuals who have cheated to obtain a massage therapy credential, if a license is obtained at all. Unlicensed practice is common. In other cases, human trafficking is disguised as “free-agent prostitution” and marketed as massage. (Federation of State Massage Therapy Boards, 2018)

The HT Task Force identified several impacts of human trafficking on the massage industry. They are summarized here: (Federation of State Massage Therapy Boards, 2018)

- It endangers therapists. In addition to all of the dangers inherent in human trafficking, the association of massage therapy with prostitution or “happy endings” subjects therapists to assault, threats, harassment, and more subtle forms of intimidation;
- The cost of doing business rises due to increased exposure to safety risks and security hazards;
- Compromised reputations:
 - Regulatory board responses may be viewed as inadequate or ineffective due to public perceptions of the nature and scope of the problem;
 - Smaller massage establishments may suffer disproportionately. Larger massage franchise brands may be perceived as less likely to be involved in illicit activity;
 - The presumption of illicit activity is prevalent and negatively affects bona fide professionals, schools and establishments;
- It encourages racial and ethnic profiling, as well as discrimination against certain groups;
- A substantial amount of fraud directed at massage therapy educational institutions, testing authorities, and state licensing boards is a problem that casts uncertainty on their ability to limit entry to qualified candidates;
- The necessity (and burden) of additional regulation and safety protections, such as:
 - Increased application fees funding interventions to detect and prevent fraud and to support investigations and prosecutions of human trafficking;
 - The high cost of ensuring that adequate security measures are in place for examinations to prevent cheating and item harvesting and to support legal action;

Research Facts and Statistics – Human & Sex Trafficking

--Multiple and overlapping regulatory requirements (local and state, professional and establishment);

--Establishment licensing requirements.

(Federation of State Massage Therapy Boards, 2018)

Statistics reported by the National Human Trafficking Hotline report 105 calls and 42 human trafficking cases reported in the first six months of 2017. Of the non-cumulative data for 2017, 93% of the victims were female. Illicit Massage/Spa Businesses were the top venues/industries (National Human Trafficking Hotline), making up 30% for sex trafficking. (National Human Trafficking Hotline)

Bibliography

Federation of State Massage Therapy Boards. (2018). *Human Trafficking Task Force Report*. Retrieved 2018, from Federation of State Massage Therapy Boards:
<https://www.fsmtb.org/media/1606/httf-report-final-web.pdf>

National Human Trafficking Hotline. (n.d.). Retrieved 2018, from
<https://humantraffickinghotline.org/state/iowa>

BUSINESS LICENSING – ORDINANCE

MASSAGE THERAPY

ORDINANCE PURPOSE

- Identify and Address illegal acts
 - For practices that require a license
 - Involved with prostitution
 - Involved with human trafficking
 - Involved in illegal activities

RESTRICTIONS

- Comply with applicable regulations and laws
- Person in charge, reside in Iowa
 - Notify City Clerk of changes
- Hours of business; not open 10PM to 6AM

SUPPORTING ARTICLES

Concerns grow as massage parlors spread across Iowa
<https://www.desmoinesregister.com/story/news/2016/11/16/massage-iowa/93201274/> •
 Nov 16, 2016 - State, city leaders concerned about prostitution, human trafficking as massage parlors spread up across Iowa.

Massage Ordinances and Sex Trafficking | Network Against Human ...
<https://iowanahit.org/massage-ordinances-and-sex-trafficking/> •
 Jun 12, 2017 - The Iowa IAHAT Board of Directors is urging local anti-trafficking coalitions and regional groups to encourage, and local cities to pass, ordinances to crack down on human trafficking and prostitution in some of Iowa's massage parlors. This call to action is prompted by the May 10th signing of a legislative bill, ...

Des Moines police arrest four after massage parlor complaints
<https://www.desmoinesregister.com/story/news/2017/04/11/massage-100344044/> •
 Apr 11, 2017 - Des Moines was identified by a national anti-human trafficking organization in January as one of the country's top 100 sites for suspected massage-related trafficking. Washington, D.C.-based Polaris began a national initiative to crack down on the illicit massage businesses. Iowa's capital city was one of the ...

Des Moines ranks among top 100 places in U.S. for massage-related
www.weariowa.com/news/local-news/ides-top-massage-human-610124021 •
 Nov 17, 2016 - Data shows more than 150 calls reporting human trafficking have been made in Iowa this year alone, and nearly 800 calls have been made since 2007. Polaris, a national anti-human trafficking organization, says some massage businesses are becoming increasingly popular for human trafficking and sex ...

SUPPORTING AD

So pretty very girl very young!
 Soft hand and Amazing body waiting for your
 Gentlemen please call me make appointment ☺
 Call: [REDACTED]

[http://facebook.com/\[REDACTED\]](http://facebook.com/[REDACTED])
[google map | yahoo map](https://www.google.com/maps/place/Vindor+Heights+IA,+50324/@41.5524,-91.5524,15z)

• Location: [REDACTED] Vindor Heights IA, Des Moines
 • Post ID: 18784662 desmoines

• Other ads by this user:
 [REDACTED] Amazing body ☺☺☺ White b
 [REDACTED] MASSAGE



HOW TO IDENTIFY AND ADDRESS

- Require a business license
 - Massage Therapy Business; treatments, techniques, or methods of treatment for Massage Therapy
 - Exemption of activities...
- Conditions Governing Issuance
 - Criminal convictions sex crimes
 - Registered sex offender
 - Denied license by another community
 - Criminal convictions involving sex crimes
 - Complete application information
 - License is displayed

EXEMPTIONS FROM LICENSE

- Businesses; medical, chiropractic, cosmetology, podiatry, athletic trainers, OT, PT...
 - Massage Therapist employed under the previous
- Incidental or temporarily present to teach
- Services of students enrolled in program (recognized)
- Massage Therapy and bodywork to family members
- Practices similar to... Feldenkrais, Trager and mind-body centering
- Incidentally present as part of emergency response

DENIAL, REVOCATION, SUSPENSION

- Not complying or history of violations of law
- Solicit or advertise services in violation of ordinance
- Licensee convicted of violation related to licensed activity
- Fraud or deception on application
- Controlled substance violation
- Willful disregard of health codes
- Fail to provide information or certificates
- Permit unlicensed individual to perform services
- Promotion on websites known to advertise illegal services

PENALTY

- Simple Misdemeanor
- License revocation

APPEAL PROCESS

- Written request to City Administrator, 10 days
- Hearing scheduled within 10 days
- Written finding 10 days after hearing
- Appeal decision to District Court

Questions from Massage Ordinance Presentation on February 8, 2018

The following questions were documented from the public presentation in regards to the proposal of a massage therapy business license ordinance within the city of Windsor Heights. The responses are submitted by Interim Chief Derek Meyer.

1. Clair McClintock (Revival Massage) – was concerned with the portion of the ordinance concerning hours. She expressed that this limits someone that may be doing legitimate business and trying to make money. She asked that this be looked at and didn't want a limitation on hours.
 - a. The ordinance as proposed restricts the operation of a Massage Therapy Business to the hours of 6AM – 10PM, any day of the week. The ordinance as proposed does NOT afford exceptions whether in whole or in part. The purpose of the hourly restriction is to regulate the business from being a 24/hr. operation.
2. Nancy Barnett (LMT) said that this would be a burden for someone who does traveling massage coming from say Waukee to WH to do legitimate massage.
 - a. Ms. Barnett's comment was in response to the question – would the WH ordinance apply to traveling businesses (massage therapist). The response given was that this would apply to traveling Massage Therapists. The ordinance as written includes language: "mobile, temporary and transient businesses".
3. What's the difference between the WH ordinance and the State Law? If there is a law already on the books why are we duplicating fees creating a burden on legitimate business?
 - a. State law licenses the individual therapists, where the WH ordinance as proposed licenses the business providing massage therapy services. The business, name or front, is not a predicate for the ordinance application but rather the services provided.
 - b. The duplication of fees implies that licensure is the same between the state and local government, however it is not. The fees associated with the ordinance as proposed are for the costs of work to review, verify and certify the license application.
4. Any business can be a store front to human trafficking, right?
 - a. In theory, however human trafficking research shows that 6.5k illicit massage businesses are active in the United States and it is estimated up to 9.0k according to the Federation of State Massage Therapy Boards. Additionally, the National Human Trafficking Hotline reported in 2017 that 30% of venues/industries for sex trafficking were illicit massage/spa businesses.
5. Is ours the only industry that this is being done to? I feel this female dominated business is being discriminated against.
 - a. This ordinance is only intended to detect and deter illicit massage therapy businesses.
6. Why don't we do building codes like Urbandale?
 - a. A building or zoning code regulates the geographic location or the type of businesses acceptable for use within the city. A building or zoning code would be insufficient to detect, prohibit, and deter; fraudulent or criminal activity along the lines of human and sex trafficking.

7. Laura Ward (1205 64th) – expressed many times the issues with fees as they have already paid a fee to the state to become a legitimate business.
 - a. The ordinance as proposed refers permit fees to the City Council, to be set by resolution on the city fee schedule. The proposed fee was commensurate with other Metro jurisdictions; Johnston - \$75 and \$25 for each additional person up to \$150, City of West Des Moines - \$100. The ordinance as proposed requires the city to track the amount of time involved in the application process. That time would then be used to make adjustments to the fee schedule.
 - b. Licensure and application permit costs are a standard practice in city government. Other license and permit fees include: Alcohol / Tobacco permits, sound permits, animal licenses, building permits, etc.
8. Questions surrounding reflexology; why is that exempt? Won't that just be an avenue for someone to get out of consequences?
 - a. Reflexology is not a listed exemption under the proposed ordinance. The recommendation to remove that exemption came from committee discussion to mitigate the instance of someone misrepresenting the acts they perform.
 - b. Currently the State of Iowa does exempt Reflexology for individual massage therapy licenses. The city of West Des Moines and Johnston exempt reflexology.
9. What does WH currently have going on criminally that would be thwarted by this?
 - a. This ordinance as proposed would be a deterrent against criminal activity involving prostitution and human trafficking. The ordinance would subsequently establish a level of assurance and credibility among the community and profession for the businesses in operation within the city.
 - b. There is currently no known business in the city of Windsor Heights that would be affected by this ordinance. The city has received complaints of a business that would be affected by this ordinance but after further review this business is not operating within the city's jurisdiction.
10. Nail Salons, Restaurants and the like could all be used as fronts why just us?
 - a. Yes, any business "front" could still be violating the conditions of this ordinance as proposed. Regardless, of the "front" or business name, this ordinance as proposed focuses on the acts performed and not the name of the store. E.g. a restaurant engaged in massage therapy work as defined, would still be required to complete an application for a Massage Therapy Business license.
11. Questions on revocation: simply an employee vs a therapist. Why do both have to have complete backgrounds completed?
 - a. An application for a Massage Therapy Business License requires the name, age and address of the 1) applicant, 2) owner, 3) manager and 4) all persons employed or present on the premise to perform massage therapy. An applicant, owner or manager may not necessarily be on the premise to perform massage therapy but would be required to be listed on the application. However, other persons employed only require licensure listing if on the premise to perform massage therapy services. This purpose

serves to deter, detect and identify fraud, prohibited criminal convictions and prohibited associations.

12. Insurance- Where do we come up with that dollar amount? What's the rationale? Does it reflect the state requirement? If not, why wouldn't it?

- a. The insured values are listed by the American Massage Therapy Association. This type of insurance requirement protects the individual therapists from malpractice and liability claims. Additionally, an insured practice assists in legitimizing a business and organization. There are no known state requirements for requiring insurance.

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2018 - ENDING JUNE 30, 2019

77-728

Resolution No.:

The City of: Windsor Heights

County Name:

POLK

Date Budget Adopted:

(Date) xx/xx/xx

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

515-279-3662

Telephone Number

Signature

County Auditor Date Stamp

January 1, 2017 Property Valuations

Last Official Census

Regular

2a

With Gas & Electric

Without Gas & Electric

2b

4,860

DEBT SERVICE

3a

273,911,783

271,579,033

Ag Land

4a

0

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General levy	5 1,825,123	1,806,228	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9 30,419	30,104	47 0.13500
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14 51,500	50,967	52 0.22856
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462 9,000	8,906	465 0.03994
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23 60,837	60,208	61 0.27000
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
		Total General Fund Regular Levies (5 thru 24)	25 1,976,879	1,956,413	
384.1	3.00375	Ag Land	26	0	63 0
		Total General Fund Tax Levies (25 + 26)	27 1,976,879	1,956,413	Do Not Add
		Special Revenue Levies			
384.8	0.27000	Emergency (if general fund at levy limit)	28	0	64 0
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 371,683	367,835	1.64955
Rules	Amt Nec	Other Employee Benefits	31 734,890	727,281	3.26148
		Total Employee Benefit Levies (29,30,31)	32 1,106,573	1,095,116	65 4.91103
		Sub Total Special Revenue Levies (28+32)	33 1,106,573	1,095,116	
		Valuation			
386	As Req	With Gas & Elec Without Gas & Elec			
	SSMID 1 (A)	(B)	34	0	66 0
	SSMID 2 (A)	(B)	35	0	67 0
	SSMID 3 (A)	(B)	36	0	68 0
	SSMID 4 (A)	(B)	37	0	69 0
	SSMID 5 (A)	(B)	555	0	565 0
	SSMID 6 (A)	(B)	556	0	566 0
	SSMID 7 (A)	(B)	1177	0	### 0
	SSMID 8 (A)	(B)	1185	0	### 0
		Total Special Revenue Levies	39 1,106,573	1,095,116	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 793,345	786,588	70 2.89635
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
		Total Property Taxes (27+39+40+41)	42 3,876,797	3,838,117	72 16.58088

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

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

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

(County Auditor)

CHECK CITY VALUATIONS

Taxable Valuations By Class By Levy Authority
100% Valuations By Class By Levy Authority

Commercial & Industrial Replacement Claim Estimation

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

The City of Windsor Heights

	(A) Commercial - Non-TIF	(B) Commercial - TIF	(C) Industrial - Non-TIF	(D) Industrial - TIF
1 Taxable	31,220,890	41,315,780	0	0
2 100% Assessed	39,280,520	41,315,780	0	0

REPLACEMENT \$

	FILLS TO:
3 General Fund	REVENUES, LINE 18, COL (C)
4 Special Fund	REVENUES, LINE 18, COL (D)
5 Debt Fund	REVENUES, LINE 18, COL (F)
6 Capital Reserve Fund	REVENUES, LINE 18, COL (G)

REPLACEMENT PAYMENT PERCENTAGE

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

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

100%
99%
98%
97%
96%
95%
94%

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

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

Commercial & Industrial Replacement Claim Estimation

For SSMIDs

The City of Windsor Heights

1	Special Fund	REPLACEMENT \$
		\$0

SSMID 1		(A)	(B)	
		Commercial - Reg	Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 2		(A)	(B)	
		Commercial - Reg	Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 3		(A)	(B)	
		Commercial - Reg	Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 4		(A)	(B)	
		Commercial - Reg	Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 5		(A)	(B)	
		Commercial - Reg	Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 6		(A)	(B)	
		Commercial - Reg	Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 7		(A)	(B)	
		Commercial - Reg	Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 8		(A)	(B)	
		Commercial - Reg	Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

Fund Balance Worksheet for City of

Windsor Heights

(1) Annual Report FY 2017		General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)	Total Government (H)	Proprietary (I)	Grand Total (J)
Beginning Fund Balance July 1 (pg 5, line 134) *	1	3,762,460	987,200	1,377,001	292,116	6,462	0	6,425,239	457,195	6,882,434
Actual Revenues Except Beg Bal (pg 5, line 132) *	2	3,723,813	2,070,938	1,796,370	7,527,929	1,465,156	0	16,584,206	762,856	17,347,062
Actual Expenditures Except End Bal (pg 12, line 259) *	3	3,035,114	1,793,406	1,783,885	5,805,686	678,342	0	13,096,433	638,137	13,734,570
Ending Fund Balance June 30 (pg 12, line 261) *	4	4,451,159	1,264,732	1,389,486	2,014,359	793,276	0	9,913,012	581,914	10,494,926
(2) Re-Estimated FY 2018		General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total
Beginning Fund Balance	5	4,451,159	1,264,732	1,389,486	2,014,359	793,276	0	9,913,012	581,914	10,494,926
Re-Est Revenues	6	2,919,885	1,931,357	1,875,810	1,844,506	1,989,450	0	10,561,008	1,658,069	12,219,077
Re-Est Expenditures	7	2,918,711	1,917,495	1,490,528	1,822,376	1,989,450	0	10,138,560	1,602,530	11,741,090
Ending Fund Balance	8	4,452,333	1,278,594	1,774,768	2,036,489	793,276	0	10,335,460	637,453	10,972,913
(3) Budget FY 2019		General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total
Beginning Fund Balance	9	4,452,333	1,278,594	1,774,768	2,036,489	793,276	0	10,335,460	637,453	10,972,913
Revenues	10	3,213,352	2,180,489	1,871,627	1,632,060	1,371,000	0	10,268,528	853,819	11,122,347
Expenditures	11	3,188,929	2,127,072	1,973,365	1,608,716	1,346,200	0	10,244,282	780,944	11,025,226
Ending Fund Balance	12	4,476,756	1,332,011	1,673,030	2,059,833	818,076	0	10,359,706	710,328	11,070,034

* The figures in section (1) are taken from FORM F-66(JA-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30,

** The remaining two sections are filled in by the software once ALL worksheets are completed.

2017

CITY OF Windsor Heights

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer.

Input the amount of General Fund Levy request to be used

	Request with Utility Replacement (A)	Property Taxes Levied (B)
1 Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	<input type="text"/>	<u>0</u>
2 Support of a Local Emerg.Mgmt.Comm.	9,000	8,906
3 TOTAL FOR FISCAL YEAR 2018	9,000	8,906

CITY OF Windsor Heights

Department of Management

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

RE-ESTIMATED Fiscal Year Ending 2018

Fiscal Years

GOVERNMENT ACTIVITIES		(B)	GENERAL (C)	SPECIAL REVENUE (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2018 (J)	ACTUAL 2017 (K)
PUBLIC SAFETY											
Police Department/Crime Prevention	1		1,339,718	572,480						1,912,198	1,949,477
Jail	2									0	0
Emergency Management	3		9,000							9,000	8,870
Flood Control	4									0	0
Fire Department	5		510,304	300,713						811,017	696,133
Ambulance	6		40,540	9,400						49,940	97,869
Building Inspections	7		48,550	16,533						65,083	66,629
Miscellaneous Protective Services	8									0	0
Animal Control	9		800	0						800	186
Other Public Safety	10									0	0
TOTAL (lines 1 - 10)	11		1,948,912	899,126				0		2,848,038	2,819,164
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12		0	475,573						475,573	386,211
Parking - Meter and Off-Street	13									0	0
Street Lighting	14		0	69,000						69,000	61,776
Traffic Control and Safety	15		0	0						0	5,949
Snow Removal	16		0	161,750						161,750	148,225
Highway Engineering	17									0	0
Street Cleaning	18									0	0
Airport	19									0	0
Garbage	20									0	0
Other Public Works	21									0	0
TOTAL (lines 12 - 21)	22		0	706,323				0		706,323	602,161
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23									0	3,000
City Hospital	24									0	0
Payments to Private Hospitals	25									0	0
Health Regulation and Inspection	26									0	0
Water, Air, and Mosquito Control	27		0							0	0
Community Mental Health	28									0	0
Other Health and Social Services	29		3,000							3,000	
TOTAL (lines 23 - 29)	30		3,000	0				0		3,000	3,000
CULTURE & RECREATION											
Library Services	31		90,000							90,000	90,000
Museum, Band and Theater	32									0	0
Parks	33		83,134	28,024						111,158	112,863
Recreation	34		137,561	28,156						165,717	155,007
Cemetery	35									0	0
Community Center, Zoo, & Marina	36		3,200							3,200	3,171
Other Culture and Recreation	37		30,000							30,000	55,203
TOTAL (lines 31 - 37)	38		343,895	56,180				0		400,075	416,244

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

RE-ESTIMATED Fiscal Year Ending 2018

Fiscal Years

GOVERNMENT ACTIVITIES CONT.												
(A)		(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2018 (J)	ACTUAL 2017 (K)	
COMMUNITY & ECONOMIC DEVELOPMENT												
Community Beautification		39	0							0	0	
Economic Development		40								0	0	
Housing and Urban Renewal		41	7,294	0	0					7,294	146,556	
Planning & Zoning		42								0	0	
Other Com & Econ Development		43								0	0	
		44										
TOTAL (lines 39 - 44)		45	7,294	0	0			0		7,294	146,556	
GENERAL GOVERNMENT												
Mayor, Council, & City Manager		46	100,503	5,795	0					106,298	107,284	
Clerk, Treasurer, & Finance Adm.		47	384,937	109,297						494,234	429,553	
Elections		48	5,000							5,000	0	
Legal Services & City Attorney		49	70,000							70,000	86,093	
City Hall & General Buildings		50								0	0	
Tort Liability		51								0	0	
Other General Government		52		0						0	0	
TOTAL (lines 46 - 52)		53	560,440	115,092	0			0		675,532	622,930	
DEBT SERVICE												
Gov Capital Projects		54				1,822,376				1,822,376	5,805,686	
TIF Capital Projects		55		50,500			1,989,450			2,039,950	738,245	
TOTAL CAPITAL PROJECTS		57	0	50,500	0		1,989,450	0		2,039,950	738,245	
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)		58	2,863,541	1,827,221	0	1,822,376	1,989,450	0		8,502,588	11,153,986	
BUSINESS TYPE ACTIVITIES												
Proprietary: Enterprise & Budgeted ISF												
Water Utility		59							0	0	0	
Sewer Utility		60							82,350	82,350	66,224	
Electric Utility		61								0	0	
Gas Utility		62								0	0	
Airport		63								0	0	
Landfill/Garbage		64							312,706	312,706	308,213	
Transit		65								0	0	
Cable TV, Internet & Telephone		66								0	0	
Housing Authority		67								0	0	
Storm Water Utility		68							223,224	223,224	238,700	
Other Business Type (city hosp., ISF, parking, etc.)		69							0	0	0	
Enterprise DEBT SERVICE		70							0	0	0	
Enterprise CAPITAL PROJECTS		71							0	0	0	
Enterprise TIF CAPITAL PROJECTS		72								0	0	
TOTAL BUSINESS TYPE EXPENDITURES (lines 56 - 68)		73										
TOTAL ALL EXPENDITURES (lines 58+74)		74	2,863,541	1,827,221	0	1,822,376	1,989,450	0	618,280	618,280	613,137	
Regular Transfers Out		75	55,170	90,274		0	0		618,280	9,120,868	11,767,123	
Internal TIF Loan Transfers Out		76			1,490,528		0		984,250	1,129,694	214,747	
Total ALL Transfers Out		77	55,170	90,274	1,490,528	0	0	0	984,250	1,752,700	1,967,447	
Total Expenditures and Other Fin Uses (lines 73+74)		78	2,918,711	1,917,495	1,490,528	1,822,376	1,989,450	0	1,602,530	11,741,090	13,734,570	
Ending Fund Balance June 30		79	4,452,333	1,278,594	1,774,768	2,036,489	793,276	0	637,453	10,972,913	10,494,926	

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

CITY OF

Windsor Heights

Department of Management

RE-ESTIMATED REVENUES DETAIL
RE-ESTIMATED Fiscal Year Ending 2018

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2018 (J)	ACTUAL 2017 (K)
REVENUES & OTHER FINANCING SOURCES										
1	Taxes Levied on Property	1,808,333	1,089,757		736,328				3,634,418	3,197,421
2	Less: Uncollected Property Taxes - Levy Year								0	0
3	Net Current Property Taxes (line 1 minus line 2)	1,808,333	1,089,757		736,328	0			3,634,418	3,197,421
4	Delinquent Property Taxes								0	0
5	TIF Revenues			1,875,810					1,875,810	1,796,370
Other City Taxes:										
6	Utility Tax Replacement Excise Taxes	21,052	12,220		6,920				40,192	32,444
7	Utility Franchise tax (Iowa Code Chapter 364.2)	260,000							260,000	269,048
8	Parimutuel wager tax								0	0
9	Gaming wager tax								0	0
10	Mobile Home Taxes								0	0
11	Hotel/Motel Taxes	25							25	4
12	Other Local Option Taxes								0	0
13	Subtotal - Other City Taxes (lines 6 thru 12)	281,077	12,220		6,920	0			300,217	301,496
14	Licenses & Permits	61,700							61,700	96,568
15	Use of Money & Property	3,500	0	0	0	0		0	3,500	6,351
Intergovernmental:										
16	Federal Grants & Reimbursements	14,500	0			0			14,500	11,750
17	Road Use Taxes		580,770						580,770	603,338
18	Other State Grants & Reimbursements	66,913	38,840		22,130	0		0	127,883	126,264
19	Local Grants & Reimbursements								0	26,516
20	Subtotal - Intergovernmental (lines 16 thru 19)	81,413	619,610	0	22,130	0		0	723,153	767,868
Charges for Fees & Service:										
21	Water Utility							428,000	428,000	16,216
22	Sewer Utility							568,600	568,600	64,032
23	Electric Utility							0	0	0
24	Gas Utility							0	0	0
25	Parking							0	0	0
26	Airport							0	0	0
27	Landfill/Garbage							351,469	351,469	355,777
28	Hospital							0	0	0
29	Transit							0	0	0
30	Cable TV, Internet & Telephone							0	0	0
31	Housing Authority							0	0	0
32	Storm Water Utility							310,000	310,000	324,781
33	Other Fees & Charges for Service	282,850	5,000					287,650	287,650	284,584
34	Subtotal - Charges for Service (lines 21 thru 33)	282,650	5,000		0	0	0	1,658,069	1,945,719	1,045,390
35	Special Assessments							0	0	0
36	Miscellaneous	196,098	48,940		0	0		0	245,038	1,179,359
Other Financing Sources:										
37	Regular Operating Transfers In	65,114	105,330			959,250		0	1,129,694	214,747
38	Internal TIF Loan Transfers In	140,000	50,500	0	1,079,128	220,900		0	1,490,528	1,752,700
39	Subtotal ALL Operating Transfers In	205,114	155,830	0	1,079,128	1,180,150	0	0	2,620,222	1,967,447
40	Proceeds of Debt (Excluding TIF Internal Borrowings)	0		0	0	809,300		0	809,300	6,988,792
41	Proceeds of Capital Asset Sales	0		0				0	0	0
42	Subtotal-Other Financing Sources (lines 36 thru 39)	205,114	155,830	0	1,079,128	1,989,450	0	0	3,429,522	8,956,239
43	Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	2,919,865	1,931,357	1,875,810	1,844,506	1,989,450	0	1,658,069	12,219,077	17,347,062
44	Beginning Fund Balance July 1	4,451,159	1,264,732	1,389,486	2,014,359	793,276	0	581,914	10,494,926	6,882,434
45	TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	7,371,044	3,196,089	3,265,296	3,858,865	2,782,726	0	2,239,983	22,714,003	24,229,496

CITY OF

Windsor Heights

Department of Management

EXPENDITURES SCHEDULE PAGE 1

Fiscal Year Ending 2019

Fiscal Years

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL	TIF	DEBT	CAPITAL	PERMANENT	PROPRIETARY	BUDGET	RE-ESTIMATED	ACTUAL
(A)		(C)	(D)	SPECIAL REVENUES (E)	(F)	PROJECTS (G)	(H)	(I)	2019 (J)	2018 (K)	2017 (L)
PUBLIC SAFETY											
Police Department/Crime Prevention	1	1,544,877	548,131						2,093,008	1,912,198	1,949,477
Jail	2								0	0	0
Emergency Management	3	9,000							9,000	9,000	8,870
Flood Control	4								0	0	0
Fire Department	5	358,165	214,504						572,669	811,017	696,133
Ambulance	6	175,515	46,972						222,487	49,940	97,869
Building Inspections	7	93,400	16,192						109,592	65,083	66,629
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	800	0						800	800	186
Other Public Safety	10								0	0	0
TOTAL (lines 1 - 10)	11	2,181,757	825,799				0		3,007,556	2,848,038	2,819,164
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	0	473,778						473,778	475,573	386,211
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14	0	65,000						65,000	69,000	61,776
Traffic Control and Safety	15	0	5,500						5,500	0	5,949
Snow Removal	16	0	163,422						163,422	161,750	148,225
Highway Engineering	17								0	0	0
Street Cleaning	18								0	0	0
Airport	19								0	0	0
Garbage	20								0	0	0
Other Public Works	21								0	0	0
TOTAL (lines 12 - 21)	22	0	707,700				0		707,700	706,323	602,161
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	3,000
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27	0							0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29	3,000							3,000	3,000	0
TOTAL (lines 23 - 29)	30	3,000	0				0		3,000	3,000	3,000
CULTURE & RECREATION											
Library Services	31	92,960							92,960	90,000	90,000
Museum, Band and Theater	32								0	0	0
Parks	33	151,016	28,370	0					179,386	111,158	112,863
Recreation	34	104,730	27,375	0					132,105	165,717	155,007
Cemetery	35								0	0	0
Community Center, Zoo, & Marina	36	3,200							3,200	3,200	3,171
Other Culture and Recreation	37	0							0	30,000	55,203
TOTAL (lines 31 - 37)	38	351,906	55,745				0		407,651	400,075	416,244

EXPENDITURES SCHEDULE PAGE 2

Fiscal Year Ending 2019

Fiscal Years

GOVERNMENT ACTIVITIES CONT.												
	(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2019 (J)	RE-ESTIMATED 2018 (K)	ACTUAL 2017 (L)
COMMUNITY & ECONOMIC DEVELOPMENT												
Community Beautification		39	0							0	0	0
Economic Development		40								0	0	0
Housing and Urban Renewal		41	27,512	122,838	0					150,350	7,294	146,556
Planning & Zoning		42								0	0	0
Other Com & Econ Development		43								0	0	0
TOTAL (lines 39 - 44)		45	27,512	122,838	0			0		150,350	7,294	146,556
GENERAL GOVERNMENT												
Mayor, Council, & City Manager		46	93,454	6,303	0					99,757	106,298	107,284
Clerk, Treasurer, & Finance Adm.		47	437,300	115,687						552,987	494,234	429,553
Elections		48	4,000							4,000	5,000	0
Legal Services & City Attorney		49	75,000							75,000	70,000	86,093
City Hall & General Buildings		50								0	0	0
Tort Liability		51								0	0	0
Other General Government		52	0							0	0	0
TOTAL (lines 46 - 52)		53	609,754	121,990	0			0		731,744	675,532	622,930
DEBT SERVICE												
Gov Capital Projects		54				1,608,716				1,608,716	1,822,376	5,805,686
TIF Capital Projects		55		250,000			1,346,200			1,596,200	2,039,950	738,245
TOTAL CAPITAL PROJECTS		56								0	0	0
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)		58	3,173,929	2,084,072	0	1,608,716	1,346,200	0		8,212,917	8,502,588	11,153,986
BUSINESS TYPE ACTIVITIES												
Proprietary: Enterprise & Budgeted ISF												
Water Utility		59							0	0	0	0
Sewer Utility		60							180,290	180,290	82,350	66,224
Electric Utility		61								0	0	0
Gas Utility		62								0	0	0
Airport		63								0	0	0
Landfill/Garbage		64							322,807	322,807	312,706	308,213
Transit		65								0	0	0
Cable TV, Internet & Telephone		66								0	0	0
Housing Authority		67								0	0	0
Storm Water Utility		68								0	0	0
Other Business Type (city hosp., ISF, parking, etc.)		69							277,847	277,847	223,224	238,700
Enterprise DEBT SERVICE		70							0	0	0	0
Enterprise CAPITAL PROJECTS		71							0	0	0	0
Enterprise TIF CAPITAL PROJECTS		72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 73)		73								0	0	0
TOTAL ALL EXPENDITURES (lines 58+74)		74	3,173,929	2,084,072	0	1,608,716	1,346,200	0	780,944	780,944	618,280	613,137
Regular Transfers Out		75										
Internal TIF Loan / Repayment		76	15,000	43,000	1,973,365	0	0		780,944	8,993,861	9,120,868	11,767,123
Total ALL Transfers Out		77	15,000	43,000	1,973,365	0	0			58,000	1,129,694	214,747
Total Expenditures & Fund Transfers Out (lines 75+76)		78	3,188,929	2,127,072	1,973,365	1,608,716	1,346,200	0		1,973,365	1,490,528	1,752,700
									780,944	2,031,365	2,620,222	1,967,447
Ending Fund Balance June 30		79	4,476,756	1,332,011	1,673,030	2,059,833	818,076	0		11,025,226	11,741,090	13,734,570
										11,070,034	10,972,913	10,494,926

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

CITY OF

Windsor Heights

Department of Management

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

REVENUES DETAIL

2019

Fiscal Years

	(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2019 (J)	RE-ESTIMATED 2018 (K)	ACTUAL 2017 (L)
REVENUES & OTHER FINANCING SOURCES												
Taxes Levied on Property	1		1,956,413	1,095,116		786,588	0			3,838,117	3,634,418	3,197,421
Less: Uncollected Property Taxes - Levy Year	2									0	0	0
Net Current Property Taxes (line 1 minus line 2)	3		1,956,413	1,095,116		786,588	0			3,838,117	3,634,418	3,197,421
Delinquent Property Taxes	4									0	0	0
TIF Revenues	5				1,871,627					1,871,627	1,875,810	1,796,370
Other City Taxes:												
Utility Tax Replacement Excise Taxes	6		20,466	11,457		6,757	0			38,680	40,192	32,444
Utility franchise tax (Iowa Code Chapter 364.2)	7		260,000							260,000	260,000	269,048
Parimutuel wager tax	8									0	0	0
Gaming wager tax	9									0	0	0
Mobile Home Taxes	10									0	0	0
Hotel/Motel Taxes	11		25							25	25	4
Other Local Option Taxes	12									0	0	0
Subtotal - Other City Taxes (lines 6 thru 12)	13		280,491	11,457		6,757	0			298,705	300,217	301,496
Licenses & Permits	14		70,900							70,900	61,700	96,568
Use of Money & Property	15		3,500	0	0		0		0	3,500	3,500	6,351
Intergovernmental:												
Federal Grants & Reimbursements	16		13,000	0			0			13,000	14,500	11,750
Road Use Taxes	17			590,490						590,490	580,770	603,338
Other State Grants & Reimbursements	18		70,711	39,581	0	23,344	0		0	133,636	127,883	126,264
Local Grants & Reimbursements	19									0	0	26,516
Subtotal - Intergovernmental (lines 16 thru 19)	20		83,711	630,071	0	23,344	0		0	737,126	723,153	767,868
Charges for Fees & Service:												
Water Utility	21								0	0	428,000	16,216
Sewer Utility	22								192,350	192,350	568,600	64,032
Electric Utility	23									0	0	0
Gas Utility	24									0	0	0
Parking	25									0	0	0
Airport	26									0	0	0
Landfill/Garbage	27								351,469	351,469	351,469	355,777
Hospital	28									0	0	0
Transit	29									0	0	0
Cable TV, Internet & Telephone	30									0	0	0
Housing Authority	31									0	0	0
Storm Water Utility	32								310,000	310,000	310,000	324,781
Other Fees & Charges for Service	33		257,000	6,140						263,140	287,650	284,584
Subtotal - Charges for Service (lines 21 thru 33)	34		257,000	6,140		0	0	0	853,819	1,116,959	1,945,719	1,045,390
Special Assessments	35									0	0	0
Miscellaneous			444,048	44,000			666,000			1,154,048	245,038	1,179,359
Other Financing Sources:	36											
Regular Operating Transfers In	37			13,000			45,000			58,000	1,129,694	214,747
Internal TIF Loan Transfers In	38		117,289	380,705		815,371	660,000			1,973,365	1,490,528	1,752,700
Subtotal ALL Operating Transfers In	39		117,289	393,705	0	815,371	705,000	0	0	2,031,365	2,620,222	1,967,447
Proceeds of Debt (Excluding TIF Internal Borrowing)	40		0		0	0	0			0	809,300	6,988,792
Proceeds of Capital Asset Sales	41		0		0					0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42		117,289	393,705	0	815,371	705,000	0	0	2,031,365	3,429,522	8,956,239
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43		3,213,352	2,180,489	1,871,627	1,632,060	1,371,000		853,819	11,122,347	12,219,077	17,347,062
Beginning Fund Balance July 1	44		4,452,333	1,278,594	1,774,768	2,036,489	793,276	0	637,453	10,972,913	10,494,926	6,882,434
TOTAL REVENUES & BEGIN BALANCE (lines 42-43)	45		7,665,685	3,459,083	3,646,395	3,668,549	2,164,276	0	1,491,272	22,095,260	22,714,003	24,229,496

CITY OF

Windsor Heights

Department of Management

ADOPTED BUDGET SUMMARY

YEAR ENDED JUNE 30, 2019

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
		GENERAL	SPECIAL	TIF	DEBT	CAPITAL	PERMANENT	PROPRIETARY	BUDGET	RE-ESTIMATED	ACTUAL
		(C)	REVENUES	SPECIAL	SERVICE	PROJECTS	(H)	(I)	2019	2018	2017
			(D)	REVENUES	(F)	(G)			(J)	(K)	(L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	1,956,413	1,095,116		786,588	0			3,838,117	3,634,418	3,197,421
Less: Uncollected Property Taxes-Levy Year	2	0	0	0	0	0			0	0	0
Net Current Property Taxes	3	1,956,413	1,095,116		786,588	0			3,838,117	3,634,418	3,197,421
Delinquent Property Taxes	4	0	0	0	0	0			0	0	0
TIF Revenues	5		1,871,627						1,871,627	1,875,810	1,796,370
Other City Taxes	6	280,491	11,457		6,757	0			298,705	300,217	301,496
Licenses & Permits	7	70,900	0						70,900	61,700	96,568
Use of Money and Property	8	3,500	0	0	0	0	0	0	3,500	3,500	6,351
Intergovernmental	9	83,711	630,071	0	23,344	0			737,126	723,153	767,868
Charges for Fees & Service	10	257,000	6,140		0	0	0	853,819	1,116,959	1,945,719	1,045,390
Special Assessments	11	0	0		0	0			0	0	0
Miscellaneous	12	444,048	44,000		0	666,000			1,154,048	245,038	1,179,359
Sub-Total Revenues	13	3,096,063	1,786,784	1,871,627	816,689	666,000	0	853,819	9,090,982	8,789,555	8,390,823
Other Financing Sources:											
Total Transfers In	14	117,289	393,705	0	815,371	705,000	0	0	2,031,365	2,620,222	1,967,447
Proceeds of Debt	15	0	0	0	0	0	0	0	0	809,300	6,988,792
Proceeds of Capital Asset Sales	16	0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17	3,213,352	2,180,489	1,871,627	1,632,060	1,371,000	0	853,819	11,122,347	12,219,077	17,347,062
Expenditures & Other Financing Uses											
Public Safety	18	2,181,757	825,799	0			0		3,007,556	2,848,038	2,819,164
Public Works	19	0	707,700	0	0		0		707,700	706,323	602,161
Health and Social Services	20	3,000	0	0	0		0		3,000	3,000	3,000
Culture and Recreation	21	351,906	55,745	0			0		407,651	400,075	416,244
Community and Economic Development	22	27,512	122,838	0			0		150,350	7,294	146,556
General Government	23	609,754	121,990	0			0		731,744	675,532	622,930
Debt Service	24	0	0	0	1,608,716		0		1,608,716	1,822,376	5,805,686
Capital Projects	25	0	250,000	0		1,346,200	0		1,596,200	2,039,950	738,245
Total Government Activities Expenditures	26	3,173,929	2,084,072	0	1,608,716	1,346,200	0		8,212,917	8,502,588	11,153,986
Business Type Proprietary: Enterprise & ISF	27								780,944	618,280	613,137
Total Gov & Bus Type Expenditures	28	3,173,929	2,084,072	0	1,608,716	1,346,200	0	780,944	8,993,861	9,120,868	11,767,123
Total Transfers Out	29	15,000	43,000	1,973,365	0	0	0	0	2,031,365	2,620,222	1,967,447
Total ALL Expenditures/Fund Transfers Out	30	3,188,929	2,127,072	1,973,365	1,608,716	1,346,200	0	780,944	11,025,226	11,741,090	13,734,570
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31										
	32	24,423	53,417	-101,738	23,344	24,800	0	72,875	97,121	477,987	3,612,492
Beginning Fund Balance July 1	33	4,452,333	1,278,594	1,774,768	2,036,489	793,276	0	637,453	10,972,913	10,494,926	6,882,434
Ending Fund Balance June 30	34	4,476,756	1,332,011	1,673,030	2,059,833	818,076	0	710,328	11,070,034	10,972,913	10,494,926

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

Fiscal Year
2019

City Name: Windsor Heights

Debt Name (A)	Amount of Issue (B)	Type of Debt Obligation (C)	Date Certified to County Auditor (D)	Debt Resolution Number (E)	Principal Due FY 2019 (F)	Interest Due FY 2019 +(G)	Bond Reg./ Paying Agent Fees Due FY 2019 +(H)	Total Obligation Due FY 2019 =(I)	Paid from Funds OTHER THAN Current Year Debt Service Taxes =-(J)	Amount Paid Current Year Debt Service Levy =(K)
(1) 2016A Bond (Refunding)	1,405,000	GO	07/01/2016	16-0651	110,000	26,175	500	136,675	136,675	0
(2) 2016B Bond (Refunding)	2,815,000	GO	07/01/2016	16-0649	220,000	51,898	500	272,398	272,398	0
(3) 2017B Bond (Refunding)	1,550,000	GO	06/07/2017	17-0634	385,000	20,793	500	406,293	406,293	0
(4) 2013A Bond	950,000	GO	07/01/2013	N/A	80,000	920	500	81,420		81,420
(5) 2014A Bond	3,090,000	GO	01/2014	13/1277	135,000	81,920	500	217,420		217,420
(6) 2014B Tarboe	61,336	GO	03/11/2015	14-0846	12,905	450		13,355		13,355
(7) 2014 (Building)	325,000	GO	02/17/2015	15-0216	70,000	2,750	500	73,250		73,250
(8) 2017A Bond	1,210,000	GO	06/07/2017	17-0633	390,000	17,400	500	407,900		407,900
(9)		NO SELECTION						0		0
(10)		NO SELECTION						0		0
(11)		NO SELECTION						0		0
(12)		NO SELECTION						0		0
(13)		NO SELECTION						0		0
(14)		NO SELECTION						0		0
(15)		NO SELECTION						0		0
(16)		NO SELECTION						0		0
(17)		NO SELECTION						0		0
(18)		NO SELECTION						0		0
(19)		NO SELECTION						0		0
(20)		NO SELECTION						0		0
(21)		NO SELECTION						0		0
(22)		NO SELECTION						0		0
(23)		NO SELECTION						0		0
(24)		NO SELECTION						0		0
(25)		NO SELECTION						0		0
(26)		NO SELECTION						0		0
(27)		NO SELECTION						0		0
(28)		NO SELECTION						0		0
(29)		NO SELECTION						0		0
(30)		NO SELECTION						0		0
TOTALS					1,402,905	202,306	3,500	1,608,711	815,366	793,345

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2018 - ENDING JUNE 30, 2019

City of **Windsor Heights**, Iowa

The City Council will conduct a public hearing on the proposed Budget at Council Chambers, 1133 66th St
on 3/5/2018 at 6:00 p.m.
(Date) xx/xx/xx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,
City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ 16.58088

The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ 0

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part
of the proposed budget.

515-279-3662
phone number

Marcia Woodke
City Clerk/Finance Officer's NAME

		Budget FY 2019	Re-estimated FY 2018	Actual FY 2017
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,838,117	3,634,418	3,197,421
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,838,117	3,634,418	3,197,421
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,871,627	1,875,810	1,796,370
Other City Taxes	6	298,705	300,217	301,496
Licenses & Permits	7	70,900	61,700	96,568
Use of Money and Property	8	3,500	3,500	6,351
Intergovernmental	9	737,126	723,153	767,868
Charges for Fees & Service	10	1,116,959	1,945,719	1,045,390
Special Assessments	11	0	0	0
Miscellaneous	12	1,154,048	245,038	1,179,359
Other Financing Sources	13	0	809,300	6,988,792
Transfers In	14	2,031,365	2,620,222	1,967,447
Total Revenues and Other Sources	15	11,122,347	12,219,077	17,347,062
Expenditures & Other Financing Uses				
Public Safety	16	3,007,556	2,848,038	2,819,164
Public Works	17	707,700	706,323	602,161
Health and Social Services	18	3,000	3,000	3,000
Culture and Recreation	19	407,651	400,075	416,244
Community and Economic Development	20	150,350	7,294	146,556
General Government	21	731,744	675,532	622,930
Debt Service	22	1,608,716	1,822,376	5,805,686
Capital Projects	23	1,596,200	2,039,950	738,245
Total Government Activities Expenditures	24	8,212,917	8,502,588	11,153,986
Business Type / Enterprises	25	780,944	618,280	613,137
Total ALL Expenditures	26	8,993,861	9,120,868	11,767,123
Transfers Out	27	2,031,365	2,620,222	1,967,447
Total ALL Expenditures/Transfers Out	28	11,025,226	11,741,090	13,734,570
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	97,121	477,987	3,612,492
Beginning Fund Balance July 1	30	10,972,913	10,494,926	6,882,434
Ending Fund Balance June 30	31	11,070,034	10,972,913	10,494,926

NOTICE OF PUBLIC HEARING

BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2018 - ENDING JUNE 30, 2019

City of Windsor Heights, Iowa

The City Council will conduct a public hearing on the proposed Budget at Council Chambers, 1133 66th St
on 3/5/2018 at 6:00 p.m.

The Budget Estimate Summary of proposed receipts and expenditures is shown below.

Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property . . . 16.58088

The estimated tax levy rate per \$1000 valuation on Agricultural land is 0

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

515-279-3662

phone number

Marcia Woodke

City Clerk/Finance Officer's NAME

	Budget FY 2019	Re-est. FY 2018	Actual FY 2017
	(a)	(b)	(c)
Revenues & Other Financing Sources			
Taxes Levied on Property	1 3,838,117	3,634,418	3,197,421
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes	3 3,838,117	3,634,418	3,197,421
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 1,871,627	1,875,810	1,796,370
Other City Taxes	6 298,705	300,217	301,496
Licenses & Permits	7 70,900	61,700	96,568
Use of Money and Property	8 3,500	3,500	6,351
Intergovernmental	9 737,126	723,153	767,868
Charges for Services	10 1,116,959	1,945,719	1,045,390
Special Assessments	11 0	0	0
Miscellaneous	12 1,154,048	245,038	1,179,359
Other Financing Sources	13 0	809,300	6,988,792
Transfers In	14 2,031,365	2,620,222	1,967,447
Total Revenues and Other Sources	15 11,122,347	12,219,077	17,347,062
Expenditures & Other Financing Uses			
Public Safety	16 3,007,556	2,848,038	2,819,164
Public Works	17 707,700	706,323	602,161
Health and Social Services	18 3,000	3,000	3,000
Culture and Recreation	19 407,651	400,075	416,244
Community and Economic Development	20 150,350	7,294	146,556
General Government	21 731,744	675,532	622,930
Debt Service	22 1,608,716	1,822,376	5,805,686
Capital Projects	23 1,596,200	2,039,950	738,245
Total Government Activities Expenditures	24 8,212,917	8,502,588	11,153,986
Business Type / Enterprises	25 780,944	618,280	613,137
Total ALL Expenditures	26 8,993,861	9,120,868	11,767,123
Transfers Out	27 2,031,365	2,620,222	1,967,447
Total Expenditures/Transfers Out	28 11,025,226	11,741,090	13,734,570
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29 97,121	477,987	3,612,492
Beginning Fund Balance July 1	30 10,972,913	10,494,926	6,882,434
Ending Fund Balance June 30	31 11,070,034	10,972,913	10,494,926

Resolution No. 18-0311

**A RESOLUTION APPROVING AND ADOPTING THE ANNUAL CITY OF
WINDSOR HEIGHTS OPERATING BUDGET FOR FY 2018/2019**

WHEREAS, the State of Iowa law requires the adoption of the annual operating budget for the fiscal year July 1, 2018, through and including June 30, 2019, by March 15, 2018, and all conditions required by State law including the public hearing requirements have been fulfilled; and

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

WHEREAS, the public hearing on the proposed fiscal year 2018/2019 budget was held as properly noticed on Monday, March 5, 2018, at 6:00 p.m.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Windsor Heights, State of Iowa, that the annual budget for fiscal year ending June 30, 2019, as set forth in the attached Exhibit #1 “Annual City Budget and Certification” be hereby approved and adopted.

Passed and Approved this 5th Day of March, 2018.

David Burgess, Mayor

Attest: _____
Marcia Woodke, City Clerk

**City of Windsor Heights Regular Business Meeting Minutes
February 19, 2018- 6:00 p.m. Council Chambers**

1. Call to Order

Mayor Burgess called the meeting to order at 6:02 p.m.

2. Roll Call

Council members present: Zachary Bales-Henry, Michael Loffredo, Threase Harms, and Mike Jones.

Absent: Joseph Jones.

Staff present: City Administrator Elizabeth Hansen, Interim Police Chief Derek Meyer, City Clerk Marcia Woodke, Interim Fire Chief Tim Kurth, Deputy Clerk/Communications Specialist Jessica Vogel, City Attorney Matt Brick, and City Engineers Justin Ernst and Matt Ferrier.

3. Approval of the Agenda

Threase Harms motioned to approve the agenda and Michael Loffredo seconded the motion. Motion passed unanimously on a voice vote.

4. Presentation on Local Option Sales and Service Tax

Mayor Burgess explained the projected amount of revenue the City may receive if LOSST passes, the plan to improve City streets with some of the money, absentee ballots, the mailers that have been sent and the next Chamber informational meeting on the 26th.

5. Public Hearing (s)

A. Amendments to Chapter 122

i. Public Hearing

Threase Harms motioned and Zachary Bales-Henry seconded the motion to open the Public Hearing on Amendments to City Code Chapter 122 at 6:04 p.m. Motion approved unanimously on a roll call vote.

Threase Harms reminded the public that this chapter allowed Food Trucks to do business in the City. Threase Harms motioned and Michael Loffredo seconded the motion to close the Public Hearing on Amendments to City Code Chapter 122 at 6:05 p.m. Motion approved unanimously on a roll call vote.

ii. Ordinance No. 18-01, First Reading to an Ordinance approving amendments to Chapter 122 of the Code of Ordinances pertaining to Peddlers, Solicitors and Transient Merchants

Mike Jones motioned and Zachary Bales-Henry seconded the motion to approve the first reading of Ordinance No. 18-01, First Reading to an Ordinance approving amendments to Chapter 122 of the Code of Ordinances pertaining to Peddlers, Solicitors and Transient Merchants. After due consideration and discussion the roll was called. Motion approved unanimously on a roll call vote.

6. Public Comment:

A. Registered Comment- None

Gary Coil, 6916 Del Matro addressed the Council on the nuisance abatement he received, requested an appeal hearing, and presented the Council with a letter and pictures.

Michael Libbie, 2009 80th St handed out information for Celebrate Windsor Heights and the Windsor Heights Chamber of Commerce, and spoke on meetings for economic development and the upcoming Lunch and Learn.

7. Approval of the Consent Agenda:

Mike Jones motioned and Zachary Bales-Henry seconded the motion to approve the Consent Agenda. After due consideration and discussion the roll was called. Motion passed unanimously on a roll call vote.

8. Closed Session:

A. Closed session pursuant to Iowa Code Section 21.5.1(C), To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Threase Harms motioned and Zachary Bales-Henry seconded the motion to enter into Closed Session pursuant to Iowa Code Section 21.5.1(C), To discuss strategy with counsel in matters that are presently in

litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation at 6:16 p.m. Motion approved unanimously on a roll call vote.

Threase Harms motioned and Mike Jones seconded the motion to exit Closed Session and return to Open Session at 6:35 p.m. Motion approved unanimously on a roll call vote.

9. **Reports: City Administrator/Mayor/Council/Staff/Board, Committee, Commission updates**

City Administrator: Hansen reported the City News Hour on April 9th will focus on the 2018 Street projects, the Public Safety Director interviews will be April 13th and the candidates will be narrowed to 3-5 finalists, and she has been working with DART and Wal-Mart to facilitate the addition of the DART Transition Station.

Bales-Henry: DART has finished their financials for this year and he attended the Development Committee meeting last week where they reviewed the City's pitchbook.

Loffredo: Attended the Walking School Bus program at Cowles School and he is hopeful there will be some seniors involved as well as parents.

Mike Jones: There will be another Special Events meeting on Thursday and we hope to make some decisions.

Harms: Metro Waste will be meeting on Wednesday and the Public Safety Department held a meeting with interested businesses on the massage parlor ordinance.

Mayor: Mayor Burgess reported on the Economic Development and the Metropolitan Planning Organization meetings he attended.

Staff Updates:

Communications Specialist/Deputy Clerk Vogel: Vogel advised the start date for morning Yoga at the Community Center is March 5th and reported she is working on a strategic communications plan.

Interim Police Chief Meyer: Meyer reviewed his calls for service for January, reported Baiyco is back out on duty after surgery, invest has closed seven more cases with arrests and there was one non-compliant business when Tobacco checks were done.

Interim Fire Chief Kurth: Kurth reported on the high volume of calls for service due to illness, transferring the rental inspections to a different fulltime fireman, and helping with a couple of fires in Urbandale.

10. **Adjourn to 6:00 pm on Monday, March 5, 2018, for a Regular Council Meeting at the Council Chambers.**

Threase Harms moved to approve and Zac Bales-Henry seconded the adjournment at 6:49 p.m. Motion approved unanimously on a roll call vote.

David Burgess, Mayor

ATTEST:

Marcia Woodke, City Clerk

City of Windsor Heights

Claims & Payroll

2/15 to 2/28/18

ELECTRICAL ENG. & EQ.	Lighting	3,827.00
G & L CLOTHING	YakTrax	23.85
MIDAMERICAN ENERGY	Power	4,064.68
SPRAYER SPECIALTIES INC.	AG Pump	193.6
BANKERS TRUST COMPANY	Bank fees	216.46
IPERS	PROTECT IPERS	23,393.77
ICMA RETIREMENT TRUST	ICMA	391.49
TREASURER STATE OF IOWA	STATE TAX	7,158.00
ICMA	annuity	497.25
PURCHASE POWER	Postage/1/31/18	208.99
CAPITAL SANITARY SUPPLY	paper towels/supplies CH	60.78
PRAXAIR DISTRIBUTION INC	CO2 FD	90.04
AMERITAS LIFE INS. CORP.	VISION INS	310.52
GRIMES ASPHALT & PAVING	Cold Mix- Patching	651.16
KOCH BROTHERS	Printer cartridges/office supplies	223.32
JERICO SERVICES INC.	Liquid calcium	2,200.00
BOUND TREE MEDICAL LLC	Medical Supplies	35.56
DIAMOND OIL CO.	Diesel fuel	999.97
SAM'S CLUB DIRECT	CH/FD Supplies/membership fees	229.84
BAKER ELECTRIC INC.	Repl.Two Light Poles 7100 UNIV	13,594.50
WINDSOR HEIGHTS, CITY OF	HEALTH PRETAX	3,469.26
STANDARD INSURANCE COMPANY	Employee Insurance	1,007.48
KURTH, TIM	Final Tuition Reimb BAS degree	675
WITMER ASSOCIATES INC	Shipping for returned items	6.99
LINCOLN NATIONAL LIFE	LINCOLN NAT'L	69.2
FEDERAL TAX DEPOSIT	FED/FICA TAX	18,519.05
CHADMARK, LC	Hauling salt for streets	841.51
AFLAC WORLD WIDE	AFLAC ACC-PRETAX	534.12
O'REILLY AUTO PARTS	Auto Supplies FD	13.66
MCHS EMS PROGRAM	CEH OB/GYN	30
CENTURY LINK	Monthly Charges	164.03
GARCIA, CLAY	Tuition Reimburse-Masters	675
INT'L CODE COUNCIL	Training Expense	209
NATIONWIDE RETIREMENT	annuity	37.5
U-SELECT-IT	Annual Renewal Software EMS	1,200.00
IA FIRE MARSHALS ASSOC	2018 Membership/Garcia	50
LEAF	Copier Agreement	346
AUREON IT	Monthly Client based fees	447
QUEEN OF CLEAN, LLC	Spot/Deep clean 2/02-2/22	890
ECOSOURCE LLC	Storm Water Inspection/Review	700
ATS	Jan ATE fees	62,920.00
BENEFITS, INC	FLEX - BENEFITS	1,057.73
BOLTON & MENK	2018 proj/Uni Ave/Permits/Flood	15,246.68
MID IOWA OCC TESTING	PW employee pre employment	40
GOLDSTAR PRODUCTS	Cold patch	1,144.45
PAYROLL CHECKS	PAYROLL CHECKS ON 02/23/2018	<u>54,903.41</u>
	CLAIMS TOTAL	223,567.85
	GENERAL FUND	167,991.24
	ROAD USE TAX FUND	31,256.68
	EMPLOYEE BENEFITS FUND	3,146.99
	University Ave Redesign FUND	4,290.00
	2018 HMA RESURFACING PROJ FUND	7,406.50
	2018 PCC PATCHING PROJECT FUND	3,370.18
	SEWER FUND	1,235.23
	LANDFILL/GARBAGE FUND	600.8
	STORM WATER FUND	<u>4,270.23</u>
		223,567.85

PRUPDT00
10.27.17

Wed Feb 28, 2018 1:36 PM

*** CITY OF WINDSOR HEIGHTS IA ***

OPER: MW
JRNL 1908

PAGE 1

CHECK REGISTER

CALENDAR 2/2018, FISCAL 8/2018 DATES 2/16/2018 -- 2/23/2018

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			BANKERS TRUST	073000642			
370	2/23/2018	100124	AMANDA A WOODS	1396.23			
371	2/23/2018	100124	AMANDA A WOODS	400.00			
372	2/23/2018	100125	TAMMY L BREESE	1378.99			
373	2/23/2018	100127	ROBBY L PEARSON	2138.39			
374	2/23/2018	100141	DEREK L MEYER	2256.24			
375	2/23/2018	100141	DEREK L MEYER	420.00			
376	2/23/2018	100141	DEREK L MEYER	140.00			
377	2/23/2018	100152	ANDREW S NISSEN	300.00			
378	2/23/2018	100152	ANDREW S NISSEN	1451.76			
379	2/23/2018	100154	CHAD E NORRIS	1891.09			
380	2/23/2018	100157	MATTHEW PALMER	2378.19			
381	2/23/2018	100159	JOSEPH ROETMAN	1762.86			
382	2/23/2018	100162	MARK DAVISON	1847.79			
383	2/23/2018	100164	MICHAEL IRLBECK	1661.71			
384	2/23/2018	100165	CHRISTOPHER CLINGAN	2216.22			
385	2/23/2018	100166	RYAN BOWERS	1552.25			
386	2/23/2018	100167	KYLE JOHNSON	1511.35			
387	2/23/2018	100135	DONNA M MC FARLING	489.39			
388	2/23/2018	400018	CLAYTON M GARCIA	1436.03			
389	2/23/2018	400235	JAMES MEASE	285.94			
390	2/23/2018	400241	KELLY MILLER	1054.47			
391	2/23/2018	400245	JASON KLING	216.21			
392	2/23/2018	400245	JASON KLING	700.00			
393	2/23/2018	400245	JASON KLING	2027.97			
394	2/23/2018	400251	NICHOLAS EVANS	1087.73			
395	2/23/2018	400259	JEFF PRICE	984.03			
396	2/23/2018	400151	MATTHEW R KLEIN	198.18			
397	2/23/2018	400221	TIMOTHY F MAHER	323.73			
398	2/23/2018	400229	GERRIT FOREMAN	729.09			
399	2/23/2018	400247	COLBY MARTIN	194.55			
400	2/23/2018	400252	JASON RUNGE	368.88			
402	2/23/2018	400255	JEREMY DIETCH	443.61			
403	2/23/2018	400257	KYLE DYKSTRA	128.68			
404	2/23/2018	400258	CHRISTIAN SETTLES	75.06			
405	2/23/2018	400128	TIM R KURTH	1994.17			
406	2/23/2018	100537	SHEILAH LIZER	1638.52			
407	2/23/2018	100183	PHILIP R NATIONS	40.10			
408	2/23/2018	100183	PHILIP R NATIONS	761.98			
409	2/23/2018	100195	CRAIG C STOECKER	10.00			
410	2/23/2018	100195	CRAIG C STOECKER	1257.84			
411	2/23/2018	100196	WILLIAM R GOODRICH	1591.35			
412	2/23/2018	100225	KEVIN T PATTERSON	1564.14			
413	2/23/2018	400158	DANIEL A SINCLAIR	1545.78			
414	2/23/2018	100171	DANIEL MORGAN	743.82			
415	2/23/2018	100534	SARAH BOOTS	581.94			
416	2/23/2018	100533	MICHELE DENKINGER	1301.78			
417	2/23/2018	100519	DAVID J BURGESS	600.27			
418	2/23/2018	100536	ELIZABETH HANSEN	200.00			
419	2/23/2018	100536	ELIZABETH HANSEN	500.00			
420	2/23/2018	100536	ELIZABETH HANSEN	250.00			
421	2/23/2018	100536	ELIZABETH HANSEN	1919.62			
422	2/23/2018	100525	MARCIA WOODKE	1574.94			
423	2/23/2018	100525	MARCIA WOODKE	150.00			

PRUPDT00
10.27.17

Wed Feb 28, 2018 1:36 PM

*** CITY OF WINDSOR HEIGHTS IA ***

OPER: MW
JRNL 1908

PAGE 2

CHECK REGISTER

CALENDAR 2/2018, FISCAL 8/2018 DATES 2/16/2018 -- 2/23/2018

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
424	2/23/2018	100527	JESSICA VOGEL	1230.54			
			BANK TOTAL	54903.41			
			REPORT TOTAL	54903.41			

Jun-15

Form 653.C1

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2017-2018 CITY BUDGET**

The City Council of Windsor Heights in POLK County, Iowa
will meet at Council Chambers, 1133 66th St
at 6:00 P.M. on 3/19/2018
(hour) (Date)

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2018
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,634,418		3,634,418
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	3,634,418	0	3,634,418
Delinquent Property Taxes	4	0		0
TIF Revenues	5	1,875,810		1,875,810
Other City Taxes	6	300,217		300,217
Licenses & Permits	7	61,700		61,700
Use of Money and Property	8	3,500		3,500
Intergovernmental	9	723,153	5,967	729,120
Charges for Services	10	1,945,719		1,945,719
Special Assessments	11	0		0
Miscellaneous	12	245,038	1,998,937	2,243,975
Other Financing Sources	13	809,300		809,300
Transfers In	14	2,620,222	2,798,988	5,419,210
Total Revenues and Other Sources	15	12,219,077	4,803,892	17,022,969
Expenditures & Other Financing Uses				
Public Safety	16	2,848,038	974,370	3,822,408
Public Works	17	706,323		706,323
Health and Social Services	18	3,000		3,000
Culture and Recreation	19	400,075	46,613	446,688
Community and Economic Development	20	7,294	73,778	81,072
General Government	21	675,532	77,000	752,532
Debt Service	22	1,822,376	1,563,248	3,385,624
Capital Projects	23	2,039,950	1,437,016	3,476,966
Total Government Activities Expenditures	24	8,502,588	4,172,025	12,674,613
Business Type / Enterprises	25	618,280	4,000	622,280
Total Gov Activities & Business Expenditures	26	9,120,868	4,176,025	13,296,893
Transfers Out	27	2,620,222	2,798,988	5,419,210
Total Expenditures/Transfers Out	28	11,741,090	6,975,013	18,716,103
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	477,987	-2,171,121	-1,693,134
Beginning Fund Balance July 1	30	10,494,926		10,494,926
Ending Fund Balance June 30	31	10,972,913	-2,171,121	8,801,792

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

The City is amending for bond refunding, new debt payments, Council approved ERP expenditures, new street projects, Public safety improvements and contract employee, costs for a special election, a damaged police vehicle replacement, video camera upgrade, sidewalk project costs, debt issuance costs, flood plain work, and auditor project transfers. The City has increased automated traffic enforcement revenues and a state grant received.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Marcia Woodke

City Clerk/ Finance Officer Name

Expenses	Revenue	Budget Amendment FY18
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* red indicates transfers

Transfer In from Debt Service	\$	12,500.00	001-910-4830	Amend for Transfer In from Debt for Moody's
Transfer Out Debt Service to Gen	\$	12,500.00	200-910-6910	Amend Transfer out of Debt to General for Moody's
2017A & B Bond expenses paid	\$	12,500.00	001-620-6407	Amend for additional costs
Transfer in from Debt Service	\$	10,041.00	313-910-4830	Amend Transfer into Project for 2017A Fees for Debt issuance
Transfer Out Debt Service to Project	\$	10,041.00	200-910-6910	Amend Transfer from Debt to Project for 2017A fees
2017A Bond Expenses- Project	\$	10,041.00	313-750-6783	Amend for UMB/Tionna Bond expense
2011A Bond payoff	\$	1,160,000.00	200-530-6803	Amend for additional dollars over budgeted-bond paid
2017B Bond principal	\$	375,000.00	200-530-6813	Amend for new bond principal
2017B Bond Interest	\$	24,490.00	200-530-6863	Amend for new Bond interest
2017A Bond Interest	\$	3,758.00	200-210-6852	Amend for additional paid over budgeted estimate
Building inspections	\$	40,000.00	001-170-6407	AMEND budget for Prof fees-Inspections/attorney
Trail Project 1st portion	\$	20,880.00	001-430-6781	Amend Budget for Trail project council 8/2017
Prairie Meadows/WH Foundation	\$	16,700.00	001-430-4700	Amend Revenue \$10,000 Prairie Meadows \$6700 Foundation
Rain Garden/Landscaping/Soil conserv.	\$	10,495.00	001-430-6727	Amend Budget for Conservation project (7000 inkind labor)
State Grant Urban conservation	\$	5,967.00	001-430-4450	Amend grant funds received
Storm Water funds transfer in	\$	2,500.00	001-910-4830	Amend Transfer in from Storm Water
Storm Water funds transfer out	\$	2,500.00	740-910-6910	Amend Transfer out to General
Additional storm water intakes	\$	4,000.00	740-865-6765	Amend for 4 additional intakes completed
Additional Professional Fees Govt	\$	20,000.00	001-620-6407	Amend for Additional eng/professional fees
Additional Library fees	\$	1,136.00	001-410-6413	Amend for Library fees FY % increase- contract
Transfer out ERP funds from ATE	\$	310,000.00	001-910-6910	Amend transfer out ATE funds-council approved 10/17
Transfer in ERP Funds from ATE	\$	310,000.00	400-910-4830	Amend transfer in ATE funds-ERP reserves
Expenses for ERP	\$	296,475.00		Amend approved ERP expenses - RUT \$152,500 PD \$68,000 FD \$60,000 IT \$15,975
Transfer out of RUT to ERP	\$	50,000.00	110-910-6910	Amend Transfer out of RUT to ERP
Transfer In ERP Funds from RUT	\$	50,000.00	400-910-4830	Amend Transfer in RUT funds
Bond Fees & 2017 Bond fees	\$	12,610.00	200-910-6910	Amend Transfer out of Debt to TIF Adv
Bond Fees & 2017 Bond fees	\$	12,610.00	145-910-4830	Amend Transfer into TIF Adv from Debt for bond fees
UR plan Flood Plain (up to 25K)	\$	5,425.00	125-910-6910	Transfer out of TIF to TIF Adv-Flood plain UR Plan
UR plan Flood Plain (up to 25K)	\$	5,425.00	145-910-4830	Transfer In from TIF for Flood Plain-UR
UR plan Sidewalks	\$	400,000.00	125-910-6910	Transfer out of TIF to Sidewalk project-UR plan
UR plan Sidewalks	\$	400,000.00	313-910-4830	Transfer in from TIF for Sidewalks-UR plan
TIF to website	\$	10,000.00	125-910-6910	Transfer Out TIF into TIF Advance for Website
Transfer in from TIF for website	\$	10,000.00	145-910-4830	Transfer in from TIF-Website
Transfer in from Debt Service	\$	10,041.00	145-910-4830	Amend Transfer into TIF Adv for 2017B fees from Debt
Transfer Out Debt Service to TIF Adv	\$	10,041.00	200-910-6910	Amend Transfer Out Debt to TIF Adv for 2017B fees
UR plan amended/FA exp/dev	\$	21,774.00	125-910-6910	Amend Transfer to TIF Adv UR plan/FA

Into TIF Advance from TIF	\$	21,774.00	145-910-4830	Amend Transfer in UR plan/FA/dev
Transfer in Strategic plan	\$	6,505.00	145-910-4830	Amend Transfer in Strategic plan
Transfer out TIF advance-Strat plan	\$	6,505.00	125-910-6910	Amend Transfer Out Strat plan
Amend TIF Advance	\$	73,778.00	145-530-6407	Amend website, bond fees, FA, UR plan, Strat plan,baskets
Transfer out to Sidewalk project	\$	147,284.00	001-910-6910	Amend ATE to the Sidewalk Project per council June 2017
Transfer in from ATE funds	\$	147,284.00	313-910-4830	Amend Transfer ATE funds into Sidewalk project
New PD vehicle-damaged	\$	37,000.00	001-110-6727	Amend for damaged PD vehicle
Insurance Revenue	\$	22,000.00	001-110-4715	Amend Revenue for PD vehicle- ICAP
Added PS Contract Employee	\$	30,000.00	001-110-6411	Amend Covered with excess ATE Council approved 10 2017
Added PS improvements	\$	11,000.00	001-110-6721	Amend Covered with excess ATE Council approved 10 2017
Added Video Camera Upgrade	\$	20,000.00	001-615-6727	Amend Covered with excess ATE Council approved 10 2017
Added 2018 PCC Patching	\$	365,500.00	316-210-6499	Amend Covered with excess ATE Council approved 10 2017
Added 2018 HMA	\$	765,000.00	315-210-6499	Amend Covered with excess ATE Council approved 10 2017
Transfer in 2018 PCC	\$	365,500.00	316-910-4830	Add Transfer In from General- ATE funds
Transfer in 2018 HMA	\$	765,000.00	315-910-4830	Add Transfer In from General- ATE funds
Transfer out to 2018 Street projects	\$	1,130,500.00	001-910-6910	Add transfer out of General to Street projects \$1,130,500
ATE additional revenue	\$	1,960,237.00	001-110-4770	Amend for ATE
ATE additional expenses	\$	855,230.00	001-110-6050	Amend for ATE additional expense
Expend all DEA acct monies	\$	1,140.00	115-110-6505	Amend for DEA acct expenditure- closeout
Add for additional professional fees	\$	20,000.00	001-620-6407	Amend for additional eng/website/prof fees
Engineering Study-Trails	\$	6,783.00	001-430-6407	Amend to include-MPO water trails
Colby Pedestrian Bridge	\$	4,291.00	001-430-6727	Amend to include-council approved 12/2016-now completed
Picnic Tables/Dog park	\$	1,250.00	001-430-6727	Amend to include-Foundation funds received FY17-now installed
Hanging Baskets	\$	1,778.00	001-430-6511	Amend to include-council approved 12/2016
Transfer out of Emergency Fund to Gen	\$	56,282.00	119-910-6910	Amend Transfers out Last Yr remaining bal + Fy 18 additional
Transfer into General from Emergency	\$	56,282.00	001-910-4830	Amend Transfers into General for Last Yr remaining bal + Fy 18
Elections-Special LOST	\$	4,500.00	001-630-6413	Amend for Special LOST election
Transfer out to cover Hickman Road	\$	269,051.00	125-910-6910	Amend transfer out TIF to cover remaining on project-Auditor
Transfer out for Hickman/63rd Streetscp	\$	135,638.00	001-910-6910	Amend transfer from General for outstanding project bal-Auditor
Transfer out for Hickman/63rd Streetscp	\$	135,639.00	110-910-6910	Amend transfer from RUT-Project balance-Auditor
Transfer out HUB project	\$	19,755.00	001-910-6910	Amend to transfer out General reserves - project balance-Auditor
Transfer out for CH/PS bldg project	\$	53,443.00	001-910-6910	Amend transfer out General reserves - previous project-Auditor
Transfer in from TIF	\$	269,051.00	306-910-4830	Transfer in Hickman Road project
Transfer in from RUT & General Fund	\$	271,277.00	312-910-4830	Transfer in Streetscape Hickman/63
Transfer in from General Fund	\$	19,755.00	311-910-4830	Transfer in HUB project expenses
Transfer in from General Fund	\$	53,443.00	310-910-4830	Transfer in CH/PS bldg project
Audit Transfers	\$	6,975,013.00	\$	4,803,892.00

CHAPTER 171

TEMPORARY USES AND STRUCTURES

Item#7D

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171.01 Purpose	171.10 Temporary Uses and Structures
171.02 Agricultural Uses	171.11 Definitions
171.03 Residential Uses	171.12 Compliance with Chapter Provisions
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171.05 Commercial Uses	171.14 Prior Determination for Temporary Use Permit Approved
171.06 Performance Standards for Industrial Uses	171.15 General Regulations
171.07 Maximum Permitted Sound Levels Adjacent to Residential Zoning Districts	171.16 Specific Requirements for Related Areas
Table 171.07-1 Maximum Permitted Sound Levels at Residential Boundaries	171.17 Conditions of Approval
171.08 Accessory Uses	171.18 Fees
171.09 Outdoor Storage	171.19 Violations and Penalties

171.01 PURPOSE. The Supplemental Use Regulations set forth additional standards for certain uses located within the various zoning districts. These regulations recognize that certain use types have characteristics that require additional controls in order to protect public health, safety, and welfare. These regulations complement the use regulations contained in Chapter 168 of this Code of Ordinances.

171.02 AGRICULTURAL USES. Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or federal ordinance or statute.

171.03 RESIDENTIAL USES.

1. Zero Lot Line Single-Family Detached Residential. Within a common development, one interior side yard may be equal to zero for single-family detached residential use, subject to the following additional regulations:

A. The side yard opposite to the zero yard must equal at least twice the normal required side yard.

B. The normal side yard setback requirement must be maintained adjacent to any lot with an existing structure not within the common development or not otherwise designated for zero lot line use.

C. An easement for maintenance of the zero lot line façade is filed with the Polk County Register of Deeds and the City Clerk at the time of application for a building permit.

2. Single-Family Attached. When permitted, the minimum side yard opposite the common wall shall be equal to twice the normal required side yard.

3. Townhouse Residential. Where permitted, townhouse residential is subject to the following regulations:

A. The site area per unit must be 3,000 square feet in all districts where permitted.

B. The minimum width for any townhouse lot sold individually shall be 25 feet, except within an approved creative subdivision.

C. Coverage percentages are computed for the site of the entire townhouse common development.

4. Two-Family Residential.

A. The second dwelling unit shall be located to the rear of the site and shall be separated from the front dwelling unit by a minimum of 25 feet.

B. The second dwelling unit shall be served by a driveway at least ten feet in width, leading from a public street adjacent to the lot.

5. Downtown and Group Residential in TC District. Downtown and Group Residential uses are permitted in the TC District only on levels above street level. A unit or units specifically designed for occupancy by disabled residents may be developed at street level, subject to approval by the Board of Adjustment.

6. Mobile Home Parks in the MH District. Mobile home parks are permitted in the MH District as conditional uses, subject to approval by the Board of Adjustment. Following the effective date of this Zoning Code, no mobile home shall be located outside of a mobile home park. A mobile home park is subject to approval of a special use permit and compliance with the following regulations:

A. Certification. A certification of compliance with all ordinances and regulations regarding mobile home licensing, zoning, health, plumbing, electrical, building, fire protection, and any other applicable requirements shall be required of all mobile home parks.

B. Minimum and Maximum Area. A mobile home park shall be considered to be one zoned lot. The minimum contiguous area of a mobile home park shall be 100,000 square feet.

C. Density Requirements.

- (1) The maximum gross density of a mobile home park shall be 10 units per acre.
- (2) The minimum size of an individual mobile home space shall be 3,500 square feet for singlewide mobile home units and 5,000 square feet for doublewide mobile home units.
- (3) Each mobile home space shall have a width of at least 40 feet wide and a length of at least 75 feet.

D. Site Development Standards.

- (1) Setbacks. Each mobile home park shall have a minimum perimeter setback of 35 feet from adjacent nonresidential uses and 50 feet from adjacent residential uses. No space for a dwelling unit or any other structure shall be permitted in the required setback.
- (2) Setback Landscaping. All area contained within the required setbacks except sidewalks and private drives shall be landscaped and screened in conformance with Chapter 173 of this Zoning Code. Screening shall be provided in conformance with Chapter 173 for any common property line with another nonresidential use.
- (3) Impervious Coverage. Impervious coverage for a mobile home park shall not exceed 50 percent of the total site area.
- (4) Open Space. Each mobile home park shall provide a minimum of 400 square feet of open recreational space per unit. Such space shall be provided at a central location accessible from all parts of the park by pedestrians. Required perimeter setbacks or buffers shall not be credited toward the fulfillment of this requirement.
- (5) Separation between Mobile Home Units. The minimum separation between a mobile home unit and attached accessory structure and any other mobile home units and/or accessory structure shall be 20 feet.
- (6) Separation and Setbacks for Accessory Buildings. An accessory building on a mobile home space shall maintain a minimum rear and side yard setback of five feet. A minimum distance of ten feet shall be provided between any mobile home and an unattached accessory building.

E. Street Access and Circulation Requirements.

- (1) Access to Public Street. Each mobile home park must abut and have access to a dedicated public street with a right-of-way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.
- (2) Vehicular Circulation. The mobile home park must provide interior vehicular circulation on a private internal street system. Minimum interior street width shall be 27 feet. The street system shall be continuous and connected with other internal and public streets or shall have a cul-de-sac with a minimum diameter of 90 feet. No such cul-de-sacs may exceed 300 feet in length.

(3) Separation between Units and Circulation Areas. The minimum distance between a mobile home unit and any attached accessory structure and the pavement of an internal street or parking area shall be ten feet.

(4) Sidewalks. Each mobile home park shall provide a sidewalk system to connect each mobile home space to common buildings or community facilities constructed for the use of its residents; and to the fronting public right of way. Sidewalk width shall be at least four feet.

(5) Street and Sidewalk Standards. All internal streets and sidewalks shall be hard-surfaced. Electric street lighting is required along all internal streets.

(6) Parking Requirements. Each mobile home park must provide at least two off-street parking stalls for each mobile home space.

F. Tornado Shelters. Underground or other approved tornado shelters shall be provided in the mobile home park. Such shelter or shelters shall be built according to the recommendations of the Civil Defense authority and be large enough to meet the specific needs of the park and its residents.

G. Utilities.

(1) All mobile home parks shall provide individual units and common facilities with an adequate, piped supply of hot and cold water for both drinking and domestic purposes; and standard electrical service, providing at least one 120-volt and one 240-volt electrical service outlet to each mobile home space.

(2) Complete sanitary and sewer service shall be provided within each mobile home park in accordance with this Code of Ordinances.

(3) Properly spaced and operating fire hydrants shall be provided for proper fire protection within each mobile home park in accordance with this Code of Ordinances.

(4) All electric, telephone, gas, and other utility lines shall be installed underground.

H. Financial Responsibility. Each application for a mobile home park shall include a demonstration by the developer of financial capability to complete the project, and a construction schedule.

I. Completion Schedule. Construction must begin on any approved mobile home park within one year of the date of approval by the Planning and Zoning Commission. Such construction shall be completed within two years of approval, unless otherwise extended by the Planning Commission.

171.04 CIVIC USES.

1. Clubs. Clubs located adjacent to residential uses shall maintain a buffer yard of not less than 15 feet along the common boundary with such residential use.

2. Day Care. Day care facilities are permitted as a conditional use in the LI Limited Industrial Zoning District only if incidental to a permitted primary use.

3. Elder Family and Elder Group Homes. New elder family and elder group homes shall not be located within a one-mile radius of another family home, elderly family home, or elder group home.
4. Group Care Facilities and Group Homes.
 - A. Each group care facility or group home must be validly licensed by either the State of Iowa or the appropriate governmental subdivision.
 - B. Group homes are permitted in the TC District only on levels above street level, except that a facility specifically designed for occupancy by disabled residents may be developed at street level, subject to approval as a conditional use by the Board of Adjustment.
 - C. No group care facility or group home shall be established within 300 feet of a previously existing and currently operating group care facility, family home, or group home.

171.05 COMMERCIAL USES.

1. Auto Service, Repair, Equipment Repair, and Body Repair.
 - A. Where permitted in commercial districts, all repair activities, including oil drainage, lifts, and other equipment, must take place within a completely enclosed building. Outdoor storage is permitted only where incidental to auto repair and body repair, provided that such storage is completely screened so as not to be visible from residential areas or public rights-of-way. Screening is subject to provisions of Chapter 173 of this Zoning Code.
 - B. Any spray painting must take place within structures designed for that purpose and approved by the Building Official.
 - C. All entrances and exits serving gasoline service stations, convenience stores offering gasoline sales, or automobile repair shops shall be at least 150 feet from a school, public park, religious assembly use, hospital, or residential use, as measured along any public street. Such access shall be at least 50 feet away from any intersection.
 - D. All gasoline pumps shall be set back at least 15 feet from any right-of-way line.
2. Auto Washing Facilities.
 - A. Each conveyor operated auto washing facility shall provide 100 feet of stacking capacity per washing lane on the approach side of the washing structure and stacking space for two vehicles on the exit side.
 - B. Each self-service auto washing facility shall provide stacking space for three automobiles per bay on the approach side and one space per bay on the exit side of the building.
3. Automobile and Equipment Rental and Sales.
 - A. All outdoor display areas for rental and sales facilities shall be hard-surfaced.

B. Body repair services are permitted as an accessory use to automobile rental and sales facilities, provided that such repair services shall not exceed 25% of the gross floor area of the building.

4. Bed and Breakfasts. Bed and Breakfasts permitted in the TC District must provide any sleeping facility only on levels above street level except that units specifically designed and reserved for occupancy by handicapped people may be located on the street level.

5. Campgrounds.

A. Minimum Size. Each campground established after the effective date of this Zoning Code shall have a minimum size of one acre.

B. Setbacks. All campgrounds shall maintain a 50-foot front yard setback and a 25-foot buffer yard from all other property lines.

C. Each campground must maintain water supply, sewage disposal, and water and toilet facilities in compliance with all City ordinances, or alternately, be limited to use by self-contained campers, providing their own on-board water and disposal systems.

6. Convenience Storage. When permitted in the GC and LI Districts, convenience storage facilities shall be subject to the following additional requirements:

A. The minimum size of a convenience storage facility shall be two acres.

B. Activities within the facility shall be limited to the rental of storage cubicles and the administration and maintenance of the facility.

C. All driveways within the facility shall provide a paved surface with a minimum width of 25 feet.

D. All storage must be within enclosed buildings and shall not include the storage of hazardous materials.

E. No storage buildings may open into required front yards.

F. Facilities must maintain landscaped buffer yards of 35 feet adjacent to any public right-of-way and 20 feet adjacent to other property lines, unless greater setbacks are required by Chapter 173.

7. Delayed Deposit Services Business.

A. Locations. No person, whether as principal or agent, clerk, or employee, either for such person or any other person, or as an officer of any corporation, or otherwise, shall place, maintain, own, or operate any delayed deposit businesses in the following locations:

(1) In any residential area in the City, including upon any sidewalk abutting upon such residential area.

(2) Within 1,000 feet of any residentially zoned or used property, or any property designated on the City's Comprehensive Plan as residentially oriented.

(3) Within 1,000 feet of any parcel of real property upon which is located any of the following facilities:

- a. An elementary school, junior high school, or senior high school.
- b. A church that conducts religious programs.
- c. Park or recreational facilities operated and approved by the City, County, the Polk County Conservation Board, the State of Iowa, or a not-for-profit institution.
- d. Federal, State, County, City, or special district governmental offices.
- e. Supermarket or convenience market primarily engaged in the sale of food.
- f. Restaurant, fast-food, or food establishment catering to family trade.

(4) Within 1,000 feet of any other pawn shop or delayed deposit service business, as defined in Section 167.06(4) and 124.01.

B. Measurement of Distance. The distance between any two pawn shops and/or delayed deposit services businesses shall be measured in a straight line, without regard to intervening structures, from the closest exterior structural wall of each business. The distance between any pawn shop and delayed deposit services business and any religious institution, school, or public park, government office, supermarket, restaurant, or any property designated for residential use or used for residential purposes shall be measured in a straight line without regard to intervening structures, from the closest property line of the pawn shop or delayed deposit services business to the closest property line of the religious institution, school, public park, government office, supermarket, restaurant, or the property designated for residential use or used for residential purposes.

C. Restrictions. Visibility into the store shall be maintained by utilizing clear, transparent glass on all windows and doors, and by keeping all windows free of obstructions for at least three (3) feet into the store. Product may be displayed for sale in the window, provided that the display, including signage, does not occupy more than 30 percent of the window area. Interior and exterior bars, grills, mesh, or similar obstructions, whether permanently or temporarily affixed, shall not cover any exterior door or window.

8. Restaurants. Restaurants in the LC District that include the accessory sale of alcoholic beverages require approval of a conditional use permit, as set forth in Section 177.03 of this Zoning Code.

9. Restricted Businesses. Restricted businesses are not permitted within the zoning jurisdiction of the City.

171.06 PERFORMANCE STANDARDS FOR INDUSTRIAL USES. The following performance standards apply to all industrial uses permitted within an LI Limited Industrial zoning district:

1. Physical Appearance. All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored outside. Normal daily inorganic wastes may be stored outside in containers, provided that such containers are not visible from the street.
2. Fire Hazard. No operation shall involve the use of highly flammable gases, acid, liquids, or other inherent fire hazards. This prohibition shall not apply to the normal use of heating or motor fuels and welding gases when handled in accordance with the regulations of Polk County and the City of Windsor Heights.
3. Maximum Permitted Sound Levels Adjacent to Residential Zoning Districts. No operation in the LI District shall generate sound levels in excess of those specified in Table 171.07-1 at the boundary of a residential district. All noises shall be muffled so as not to be objectionable because of intermittence, beat frequency, or shrillness.
4. Sewage and Wastes. No operation shall discharge into a sewer, drainage way, or the ground any material which is radioactive, poisonous, detrimental to normal sewer plant operation, or corrosive to sewer pipes and installations.
5. Air Contaminants. No material may be discharged into the air from any source in such quantity as to cause injury, detriment, nuisance, or annoyance to any considerable number of people or to the public in general; or to endanger the health, comfort, or safety of any considerable number of people or to the public in general; or to damage other businesses, vegetation, or property.
6. Odor. The emission of odors determined by the Planning and Zoning Commission to be obnoxious to most people shall be prohibited. Such odors shall be measured at the property line of the operation.
7. Gases. No release of noxious or poisonous gases shall be permitted except as provided in this section. Measurements of sulfur dioxide, hydrogen sulfide, or carbon monoxide shall not exceed 5 parts per million taken at the property line of the operation.
8. Vibration. All machines shall be mounted to minimize vibration. No measurable vibration shall occur at the property line of the operation which exceeds a displacement of 0.003 inch.
9. Glare and Heat. All glare generated by a use shall be shielded or directed so as not to be visible at the property line of the operation. No heat may be generated from an operation that raises the air temperature at the property line of the operation by more than five degrees Fahrenheit above the ambient air temperature.
10. Storage of Chemical Products. If allowed by special use permit, any above or below ground storage of liquid petroleum products or chemicals of a flammable or noxious nature shall not exceed

150,000 gallons when stored on one lot less than one acre. Such storage shall not exceed 25,000 gallons in any one tank. Storage of liquid petroleum products or chemicals of a flammable or noxious nature in excess of 25,000 gallons shall be located at least 50 feet from any structure intended for human habitation and at least 200 feet from any Residential, Office, or Commercial zoning district.

171.07 MAXIMUM PERMITTED SOUND LEVELS ADJACENT TO RESIDENTIAL ZONING DISTRICTS. Table 171.07-1 displays the maximum permitted sound levels that may be generated by uses in the CC, GC, UC, TC, or LI zoning districts where adjacent to residential zoning districts. All measurements shall be taken at or within the boundary between the originating district and the adjacent residential zoning district with a sound level meter meeting ANSI specifications for a Type II or better general purpose sound level meter. The A-weighted response shall be used.

Table 171.07-1 – Maximum Permitted Sound Levels At Residential Boundaries

Originating Zoning District	Time	Maximum One Hour LEQ* (dBa)
CC, GC, UC, TC	7:00 a.m. – 10:00 p.m.	60
	10:00 p.m. – 7:00 a.m.	50
LI	7:00 a.m. – 10:00 p.m.	65
	10:00 p.m. – 7:00 a.m.	55
* LEQ is the constant sound level that, in a given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound. It is the average sound level and accurately portrays the sound the human ear actually hears.		

171.08 ACCESSORY USES.

1. Home-Based Businesses; Home Occupations. Each home-based business shall register with the City, on a form established by the Zoning Administrator. Home-based businesses and home occupations are permitted as an accessory use in residential units subject to the following conditions:

A. External Effects.

(1) There shall be no change in the exterior appearance of the building or premises housing the home occupation other than signage permitted within this section.

(2) No noise, odors, bright lights, electronic interference, storage, or other external effects attributable to the home occupation shall be noticeable from any adjacent property or public right-of-way.

(3) The home occupation shall be carried on entirely within the principal residential structure and/or within a detached accessory building approved by the Board of Adjustment in accordance with

these zoning regulations. All “external effects” criteria in subparagraphs (1), (2), (4), (5), and (6) of this paragraph A are applicable for the detached accessory building. Signage is not allowed upon the detached accessory building.

(4) Mechanical or electrical equipment supporting the home occupation shall be limited to that which is self-contained within the structure and normally used for office, domestic or household purposes.

(5) No outdoor storage of materials or equipment used in the home occupation shall be permitted, other than motor vehicles used by the owner to conduct the occupation. Parking or storage of heavy commercial vehicles to conduct the home occupation is prohibited.

(6) No home occupation shall discharge into any sewer, drainage way, or the ground any material which is radioactive, poisonous, detrimental to normal sewer plant operation, or corrosive to sewer pipes and installations.

B. Employees. The home occupation shall employ no more than one full time or part time employee on site other than the residents of the dwelling unit, provided that one off-street parking space is made available and used by that nonresident employee.

C. Extent of Use. For all residential zoning districts, a maximum of 30% of the floor area of the dwelling may be devoted or used for a home based business/home occupation, inclusive of any attached garage or detached accessory buildings used for the home occupation.

D. Signage. Signage designating the home occupation shall be consistent with regulations for zoning districts set forth in Chapter 175 of this Zoning Code.

E. Traffic Generation.

(1) Home-based businesses may generate no more than 10 vehicle trips per day.

(2) Delivery or service by commercial vehicles or trucks over ten tons gross empty weight is prohibited for any home-based business located on a local street.

F. Prohibited Home-Based Businesses or Home Occupations.

(1) Beauty and Barber Shops. Barber and beauty shops are allowed only as a conditional use as home occupations in the AG, R-2, R-3, and R-4 zoning districts.

(2) Welding, vehicle body repair, and rebuilding or dismantling of vehicles are not permitted as home-based businesses.

2. Permitted Accessory Uses – Residential Uses. Residential uses may include the following accessory uses, activities, and structures on the same lot.

A. Private garages and parking for the residential use.

- B. Recreational activities and uses by residents.
 - C. Home occupations, subject to subsection 1 of this section.
 - D. Residential convenience services or common facilities for multi-family uses or mobile home parks.
 - E. Garage sales, provided that the frequency of such sales at any one location shall not exceed four sales, each with a maximum duration of two days, in a calendar year.
 - F. Caretaker's residences.
 - G. Vehicle sales, provided that the frequency of such vehicle sales does not exceed more than one vehicle at any given time and no more than two vehicles per calendar year, with a maximum duration of 30 days per vehicle.
3. Permitted Accessory Uses – Civic Use Types. Guidance services and health care use types are permitted in the GI General Industrial zoning districts only as accessory uses to a primary industrial use, subject to approval by the Board of Adjustment.
4. Permitted Accessory Uses – Other Use Types. Other use types may include the following accessory uses, activities, and structures on the same lot:
- A. Parking for the principal use.
 - B. Manufacturing or fabrication of products made for sale in a principal commercial use, provided such manufacturing is totally contained within the structure housing the principal use.
 - C. Services operated for the sole benefit of employees of the principal use.
5. Permitted Accessory Uses – Agricultural Use Types,
- A. Garden centers and roadside stands, subject to the regulations set forth in subsection 1 of this section.
 - B. Other uses and activities necessarily and customarily associated with the purpose and functions of agricultural uses.

171.09 OUTDOOR STORAGE. Outdoor storage is prohibited in all zoning districts except the LI Limited Industrial zoning district, except as provided in this section.

- 1. Agricultural Use Types. Outdoor storage is permitted only where incidental to agricultural uses.
- 2. Civic Use Types. Outdoor storage is permitted only where incidental to maintenance facilities.
- 3. Commercial Use Types.

A. Outdoor storage is permitted where incidental to agricultural sales and service; auto rentals and sales, construction sales, equipment sales and service, stables and kennels, and surplus sales.

B. Outdoor storage is permitted where incidental to auto services, equipment repair, and body repair, provided that such storage is completely screened at property lines by an opaque barrier, as set forth in Section 173.05. This provision shall apply to any auto services, equipment repair, or body repair use established after the effective date of this Zoning Code.

4. Industrial and Miscellaneous Use Types.

A. Light Industry within the GC General Commercial zoning district may not include outdoor storage.

B. Outdoor storage is permitted where it is incidental to Light Industry in the LI District. Any such outdoor storage is subject to screening requirements set forth in Chapter 173.

C. Outdoor storage is permitted where incidental to landfills.

171.10 TEMPORARY USES AND STRUCTURES. These regulations are intended to prescribe the conditions under which limited duration activities (e.g., Christmas tree sales, pumpkin sales, landscape material sales, grand openings, and special events, etc.) may be conducted. The intent is to allow for the temporary storage and the display and marketing of merchandise on a seasonal basis in an attractive manner to serve the desires of the general public, but prevent the creation of any nuisance or annoyance to the occupants of adjacent buildings, premises or property, and the general public. It is also the intent to establish minimum standards for the operation of temporary uses in a manner that will provide for the health, safety, and welfare of the patrons, employees, the general public, etc. that may utilize or be affected by the establishment of the temporary use.

171.11 DEFINITIONS.

1. Temporary Use. A temporary use may be defined as short term or long term. A short-term use is a use with a maximum duration of four consecutive days or less. A long-term use is a use in duration of more than four consecutive days.

2. Temporary Structure. "Temporary structure" means any shed, structure, building, trailer, tent or enclosure of any kind used for storage, commercial or business or residential purposes which any person or business intends to place on the same lot with or on any lot immediately adjacent to, any permanent structure used for business or commercial or residential purposes. This term includes "temporary portable storage container," which is defined as a large container designed and rented or leased for the temporary storage of commercial, industrial, or residential household goods and that does not contain a foundation or wheels for movement. All other words or phrases shall have the same meaning assigned to them in Chapter 166 of this Code of Ordinances.

171.12 COMPLIANCE WITH CHAPTER PROVISIONS. No temporary use or structure permit shall be issued except for when hereinafter provided.

171.13 PERMIT REQUIRED. The following uses are eligible for a temporary permit, provided they meet the following criteria and obtain prior approval from the Zoning Administrator. No temporary use shall occur, and no temporary structures shall be erected, without first obtaining a permit from the Zoning Administrator. All permits are subject to approval by the Zoning Administrator. Further, the Zoning Administrator may impose certain reasonable requirements as may be required to prevent any negative impact to surrounding properties. City sponsored events are exempt from these requirements.

1. Construction Related. If a building permit has been issued for construction of a new building on the same property or if a contractor has another non-building related construction project, the applicant may also apply for a temporary use permit for the purpose of installing any temporary structures used as temporary living, office, shop, or storage on the property provided they directly relate to the new construction activity and the temporary structure is removed upon completion of the construction project. Specific uses under this category may include the following:

- A. Real estate offices and model homes;
- B. Any structure used for temporary living, construction offices, workshops, and storage;
- C. Any other construction related uses not specified in this section which, in the opinion of the Zoning Administrator, are similar to the uses listed in this section.

2. Event Related. These uses are intended to serve special events such as grand openings, parking lot sales, group assembly activities, etc. These uses typically involve the use of a tent, outdoor shelter, or any other enclosure and temporary structure. Garage sales are exempt from these provisions, provided they do not occur any more frequently than one 3-day event per 180-day period. Garage sales occurring more frequently shall be considered a commercial retail sales business in a residential zone which is prohibited. Specific uses under this category may include the following:

- A. Parking lot sales, sidewalk sales (private sidewalks only), clearance sales, or other temporary uses which, in the opinion of the Zoning Administrator, are similar to the uses listed in this section. (For purposes of this section, the term "sidewalks" does not apply to outside areas adjacent to sidewalks that were specifically built for outside sales.)
- B. Grand openings and special events, and grand openings which are not sponsored by the City or Chamber.
- C. Group assembly activities not sponsored or endorsed by the City (e.g. carnivals, fairs, rodeos, sports events, concerts, and shows).
- D. Temporary food and beverage uses [must meet the requirements of Chapter 183.-](#)
- E. Any other event related uses not specified in this section which, in the opinion of the Zoning Administrator, are similar to the uses listed in this section.

3. Seasonal Related. These uses typically involve the erection or setup of a temporary structure in order to display seasonal goods and wares. These permitted uses and any related structures expire upon the completion of the season or at another specified date. Specific uses under this category may include the following:

- A. Retail sales of Christmas trees and pumpkins.
- B. Retail sale of agricultural products and landscape nursery material, section unless establishment sells and is zoned for sales of similar materials.
- C. Nurseries and greenhouses.
- D. Any other seasonal related uses not specified in this section which, in the opinion of the Zoning Administrator, are similar to the uses listed in this section.

171.14 PRIOR DETERMINATION FOR TEMPORARY USE PERMIT APPROVAL. The Zoning Administrator shall only approve an application for a temporary use permit if all of the following findings can be made:

- 1. The proposed temporary use will be compatible with adjacent uses and will not adversely affect the surrounding neighborhood by means of odor, noise, dust, or other nuisance.
- 2. The additional parking required by the temporary use will be provided on site, if applicable, or adequate street parking is available in the immediate area.
- 3. Increased traffic caused by the temporary use will not adversely affect the surrounding neighborhood or City at large.
- 4. The proposed temporary use is consistent with the comprehensive plan, this Code of Ordinances, and all City and State regulations.
- 5. Unless specifically exempted by the Zoning Administrator, the temporary use must involve sales compatible with merchandise sold within the main business structure.

171.15 GENERAL REGULATIONS. Each temporary use shall:

- 1. Be described in a permit issued by the Zoning Administrator prior to commencement of the use. This permit shall be in addition to all other licenses, permits, or approvals otherwise required by any governmental entity.
- 2. Parking Spaces.
 - A. The number of additional parking spaces required, if any, and the location of such additional parking spaces, for the temporary activity shall be determined by the Zoning Administrator. The number of permanent parking spaces allowed to be used under the short-term temporary use permit shall be reviewed and determined by the Zoning Administrator.

B. The maximum number of permanent parking spaces allowed to be used for the operation of a long-term temporary use shall not exceed twenty percent (20%) of the parking on a site plan that was approved by the City to be counted toward the allowable size of the long-term temporary use or twenty percent (20%) of the site area, whichever is more restrictive.

3. All sites shall be completely cleaned of debris and temporary structures including (but not limited to) trash receptacles, signs, stands, poles, electric wiring, or any other fixtures and appurtenances or equipment connected therewith, within five days after the termination of the sale or special event.

4. A bond or cash deposit in the amount of five hundred dollars (\$500.00) shall be deposited with the City to assure adequate cleanup of activities that occur on vacant or undeveloped lots, and/or involving the construction or placement of temporary structures. The bond for long-term temporary food and beverage uses shall be in the amount of seven hundred fifty dollars (\$750.00). Activities located in fully developed shopping centers will be exempt from bonding, with the exception of uses that involve construction or placement of a temporary structure, and any long-term temporary food and beverage facilities shall be required to post a bond or cash deposit. The Zoning Administrator may waive this requirement for normal and customary uses incidental and complimentary to the principal use.

5. Sanitary facilities, either portable or permanent, shall be made available to all employees, attendants and participants of the activity during its operational hours, as approved by the Zoning Administrator in concurrence with the City Engineer and County Health Department, unless stipulated otherwise in this chapter. If the restroom facilities are located within an adjacent building, the written authorization of the owner of the adjacent building shall be required specifically stating that the restroom facilities will be made available to the employees, attendants and participants at all times during the hours of operation of the temporary use activity.

6. No area of public right-of-way may be used without obtaining approval from the Zoning Administrator, who will confer with the Chief of Police, Fire Chief, Public Works Director, and the City Administrator.

7. Proof of ownership or a signed letter, either from the property owner or an authorized representative for the property on which the activity is to take place, shall be presented at the time the temporary permit is requested.

8. All temporary structures including (but not limited to) greenhouses, trailers, mobile homes, signs, etc., shall conform to the zoning setback requirements unless stated otherwise in this chapter. Temporary structures are also subject to permit requirements as set forth in Chapter 152 of this Code of Ordinances.

171.16 SPECIFIC REQUIREMENTS FOR RELATED AREAS.

1. Construction Related.

A. Construction Offices and Related Structures.

- (1) Permitted Zone: Any.
- (2) Maximum Duration: 24 months.
- (3) Normal setbacks for the land use classification district shall apply.
- (4) Limited to one per property and located entirely within the property boundaries.
- (5) Located so not to obstruct vehicle sight lines.
- (6) Effectively screened from view of the street or any adjacent public space.
- (7) Will not obstruct any on-site car parking bays or vehicular maneuvering area which is required to be provided for the approved use(s) of the property.

B. Real Estate Sales Offices and Model Homes.

- (1) Permitted Zone Locations: all residential zones.
- (2) Maximum Duration: 24 months.
- (3) On-Site Sales Office: On-site temporary real estate sales office or temporary model home complex may be established only within the boundaries of a residential subdivision, as an accessory facility, for the limited purpose of conducting sales of lots within the same division.
- (4) Off-Site Sales Office: Off-site sales or offers to sell off-site lots or dwelling units, from any temporary office or trailer complex established pursuant to this section shall not be permitted unless a special use permit is approved by the City.
- (5) Definition of Off-Site Sales Office: "Off-site lots" means those lots outside the boundaries of a residential subdivision which subdivision contains an approved real estate sales office or model home complex, and which lots are not adjacent to or contiguous with that subdivision.
- (6) Requirements: Any temporary real estate sales office or model home established or maintained pursuant to this section shall meet the following requirements:
 - a. Receipt by the City of an agreement and a cash deposit or surety bond in a form approved by the Zoning Administrator in an amount sufficient to guarantee to the City the removal of the sales office or model home complex, or the restoration of the premises in conformity with the approved development plan and with the applicable provisions of this Code of Ordinances within 60 days after the last residence or lot within the subdivision has been sold and escrow closed. If after 60 days, no action has been taken to restore the site or premises, the City may take action to restore the site by utilizing the bond or monies deposited or other methods at its disposal.

b. Screening of parking areas by walls, fencing, landscaping, or other methods shall be provided as approved by the Zoning Administrator.

(7) Conditions: A temporary real estate office or temporary model home complex may be constructed in advance of the filing of a final plat map, subject to the following requirements:

a. The street plans for the entire plat shall be filed with the Public Works Department.

b. The Public Works Director shall have approved the engineering plans.

c. Prior to the operation of such office or complex, all applicable requirements of the Iowa and City subdivision laws and real estate sales laws shall be fulfilled.

(8) Maximum Duration: The temporary real estate sales office and temporary model home complex may be maintained until all of the on-site lots in the subdivision have been sold and escrow closed.

2. Event Related.

A. Lot and Sidewalk Commercial Activities.

(1) Permitted Zone Locations: all commercial districts.

(2) Maximum Duration: four consecutive days, not to exceed four events in a 12-month period.

(3) Setbacks: All merchandise, trucks, trailers, etc., shall be set back a minimum of 35 feet from all property lines.

(4) Area of Operation: The area of the operation shall not exceed 800 square feet and no dimension shall exceed 40 linear feet.

(5) Transient Merchants: Transient merchants shall be subject to the licensing requirements of Chapter 122 of this Code of Ordinances. Said license shall be secured prior to issuance of a temporary use permit.

B. Grand Opening Sales and Special Events.

(1) Permitted Zone Locations: all zoning districts.

(2) Maximum Duration: four consecutive days, not to exceed four events in a 12-month period.

(3) Other: All such events shall be conducted by a business located on the property.

C. Group Assembly Activities.

(1) Permitted Zone Locations: any zoning district.

- (2) Maximum Duration: 14 consecutive days, not to exceed four events in a 12-month period.
- (3) Exception: Upon approval of the Zoning Administrator, the number of events in the Town Center district may exceed four in a 12-month period.
- (4) Hours of Operation: Residential zones, 7:00 a.m. to 10:00 p.m. except on Fridays and Saturdays to 12:00 midnight with approval of the Chief of Police; all other zones as determined by the Zoning Administrator.

~~D. ——— Temporary Food and Beverage Facilities. Short-term temporary food and beverage facilities shall comply with the regulations stated elsewhere in this section for lot and sidewalk commercial activities or grand openings and special events. Long-term temporary food and beverage facilities shall comply with the following standards:~~

- ~~(1) Permitted Zone Locations: all nonresidential zoning districts.~~
- ~~(2) Maximum Duration: April 1–October 31 of a calendar year, inclusive.~~
- ~~(3) Health Standards and Licensing: The applicant must obtain licensing, liquor permits, certificates of inspection, or any other documentation necessary to comply with all applicable requirements of the State, County or City regarding health standards and for seasonal liquor license, whenever applicable.~~
- ~~(4) Waste Disposal: The applicant shall provide, as determined by the Zoning Administrator, adequate facilities for disposal of trash, waste, and grease.~~
- ~~(5) Water Service: The structure used for the dispensing of food and beverage shall provide self-contained hot and cold running water with appropriate holding facilities for wastewater.~~
- ~~(6) Wastewater Disposal: Any wastewater shall be collected and disposed in a manner acceptable to the City and shall be explained in the application for a permit.~~
- ~~(7) Restroom Facilities: Portable or permanent restroom facilities shall be provided at all times during the temporary use activity.~~
- ~~(8) Indemnification and Proof of Insurance: The owner or operator of any long-term temporary food and beverage facility shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State in the limits of at least \$1,000,000.00 for each personal injury accident and/or death, \$1,000,000.00 for each aggregate personal injury and/or death, and~~

~~\$1,000,000.00 for each property damage accident. The evidence shall name the City as a coinsured and shall state that it cannot be canceled or materially altered without giving the City at least 30 days' written notice by registered mail, return receipt requested. The owner or operator of the long term temporary food and beverage facility or the property owner shall execute an agreement, acceptable to the City, which indemnifies and holds harmless the City from any and all liability, damages, claims, costs, expenses, interest, and reasonable attorney fees relating to the long term temporary food and beverage facilities on said person's property.~~

~~(9) Electrical Service: Electrical service shall be provided as follows:~~

- ~~a. Overhead power connection with a minimum clearance above grade of 14 feet;~~
- ~~b. Installation of an underground conduit; or~~
- ~~c. Other method acceptable to the City. The use of an overhead connection shall only be allowed in those areas where overhead electrical service exists. Use of an extension cord, cable or wire, whether lying on the ground or otherwise connected to a power source, is expressly prohibited for long term temporary food and beverage uses. An electrical permit shall be obtained prior to any electrical installation or connection.~~

~~(10) Screening of Wheels and Axle: If a structure brought onto a site for dispensing food and beverages is a trailer, an apron or shroud which is acceptable to the Zoning Administrator shall be placed around the base of the structure to screen the wheels and axle.~~

~~(11) Signage: No detached or freestanding signage shall be permitted. The maximum amount of allowed wall signage shall be based upon one foot of sign for each foot of length on the longest side of the structure. All other provisions of the sign code shall apply.~~

~~(12) Removal: At the expiration of the annual temporary use permit, any structures, barricades, seating facilities, or other facilities associated with the temporary use shall be removed from the site in accordance with provisions stated in subsection 3 of this section. No temporary food and beverage facilities shall be allowed to be stored on a site that is not zoned appropriately for storage and warehousing, screened in accordance with City Code requirements, and/or having received prior Council approval through an entitlement process for storage and warehousing.~~

3. Seasonal Related.

A. Retail Sales of Christmas Trees and Pumpkins.

- (1) Permitted Zone Locations: all commercial and mixed use districts.
- (2) Maximum Duration: forty (40) calendar days prior to December 25 for Christmas tree sales; October 1 through November 1 for pumpkin sales.

B. Agricultural Produce Stands.

- (1) Permitted Zone Locations: any zoning district.
- (2) Termination: Stands and displays shall be removed when not used for a period of 30 consecutive days.

C. Retail Sales of Landscape Nursery Materials.

- (1) Permitted Zone Locations: all commercial districts.
- (2) Maximum Duration: April 1 through October 31.
- (3) Restrictions of Merchandise and Products: This use is limited to the display of green goods, i.e., living plants, and associated garden products. Associated garden products may include:

- a. Bagged bulk materials such as topsoil, mulch, compost, peat, fertilizer, etc.
- b. Garden pavers, stone and prefabricated stepping stones.
- c. Bird baths or similar lawn ornaments as a minor portion of the products displayed.
- d. Other products determined to be consistent with the intent of this subsection, with the approval of the Zoning Administrator.

(4) Safety Standards: In order to promote the safety of the patrons of these facilities, the following shall be required:

- a. Bulk material shall be neatly and safely stacked.
- b. All sales areas shall be separated from vehicular uses by the placement of a fence or barrier acceptable to the Zoning Administrator to prevent pedestrian and vehicular conflicts. If a barrier is of an open nature where patrons can reach through and obtain access to the merchandise, a four foot walkway shall be located adjacent to the barrier to prevent patrons from standing outside the barrier in traffic ways to shop.
- c. The door openings for any greenhouses, shade structures or similar enclosure shall have a minimum ten-foot setback from drive aisles where an opening in the barrier is provided aligned with the door of the structure.
- d. Where openings in the barriers occur for pedestrian access, sight visibility shall be maintained so that vehicles can clearly see pedestrians approaching the opening from a distance of no less than 50 feet.
- e. Temporary drive aisles shall be maintained at a minimum 24-foot width for two-way traffic and shall be delineated by the placement of traffic barriers, fencing, or some other physical marker that

clearly informs drivers of the end of the parking area and the start of the drive aisle. A clear line of sight shall be maintained at the entrance and exit of the temporary drive aisles.

f. Vehicle loading areas shall be located in an area that minimizes pedestrian and vehicle conflict and provides for the safe loading of merchandise and vehicle access to and from the traffic lanes to the loading area, preferably without backing movements.

(5) Applications for the temporary use of a garden center shall be accompanied by the prescribed number of copies of a project plan and such other detailed elevations, plans and other information as may be required to adequately evaluate the proposed use. A plan of the layout of the proposed use shall be submitted to the City with the application on a base plan prepared in accordance with the site plan requirements of the City. The proposed layout of the garden center area may be drawn onto a copy of a previously approved site plan for the temporary use permit submittal. The layout plan shall identify the following:

a. The area on the site proposed to be utilized as part of the temporary garden center and associated sales areas.

b. The areas dedicated to the display of green goods, i.e., flowers, trees, shrubs, etc., and the area of the site dedicated to bulk material storage.

c. Proposed modifications to the traffic patterns and methods proposed to notify patrons and identify the temporary traffic pattern changes, i.e., signage, traffic cones, fencing and barriers, etc.

d. Proposed vehicle loading zone.

e. Proposed temporary barriers or corral with an architectural elevation, photo or sketch of the barriers' proposed construction.

f. Location of electrical connection and water connection, if applicable.

g. Waste Disposal: The applicant shall provide, as determined by the Zoning Administrator, adequate facilities for disposal of trash, waste, pallets, dead plants, broken bags and empty plant transport and display racks.

h. Restroom Facilities: restroom facilities shall be provided at all times during the temporary use activity.

i. Indemnification and Proof of Insurance: The owner or operator of any long term temporary use shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000.00 for each personal injury accident and/or death; \$1,000,000.00 for each aggregate personal injury and/or death; and \$1,000,000.00 for each property damage accident. The evidence shall name the City as a coinsured and shall state that it cannot be canceled or materially altered without giving the City at least 30 days' written notice by registered mail, return receipt requested. The owner or operator of a

temporary garden center or the property owner shall execute an agreement, acceptable to the City, which indemnifies and holds harmless the City from any and all liability, damages, claims, costs, expenses, interest, and reasonable attorney fees relating to the garden center and associated facilities on the property.

j. Electrical Service: Any electrical service shall be provided as follows:

I. Overhead power connection with a minimum clearance above grade of 14 feet;

II. Installation of an underground conduit; or

III. Other method acceptable to the City. The use of an overhead connection shall only be allowed in those areas where overhead electrical service currently exists in the area. Use of extension cords, cables, or wires, whether lying on the ground or otherwise connected to a power source, is expressly prohibited for long-term garden center uses. An electrical permit shall be obtained prior to any electrical installation or connection.

k. Removal: At the expiration of the temporary use permit, any structures, barricades, shelving, pallets, leftover merchandise, or other facilities associated with the temporary use shall be removed from the site in accordance with provisions stated in subsection 3 ("General Regulations") of this section.

171.17 CONDITIONS OF APPROVAL. The Zoning Administrator may impose such conditions on a temporary use permit as is necessary to meet the purposes of this section and protect the public health, safety, and welfare and adjacent uses.

171.18 FEES. For uses other than long-term temporary food and beverage uses, the application fee for a temporary use permit shall be in the amount as established from time to time by resolution of the Council. The application fee for a long-term temporary food and beverage permit shall be in the amount as established from time to time by resolution of the Council, payable each year of operation.

171.19 VIOLATIONS AND PENALTIES. The operation of a temporary use is a privilege allowed by this section. Failure to maintain a temporary use in compliance with the conditions of approval and the regulations of this section shall constitute a nuisance and may be punished as set forth in Chapter 50 of this Code of Ordinances. A written notice of a violation of the temporary use permit shall be sent to the operator of the temporary use and the property owner, if different than the operator, and the operator shall have a maximum of five (5) days, as determined by the Zoning Administrator, to bring the site into compliance. If the operator fails to correct the violation in the prescribed time, the City may revoke the temporary use permit and issue a cease and desist order for the temporary use. There shall also be a one-year moratorium from that date on the issuance of any other temporary use permits on the property and a one-year probationary period for the second year following the violation. During the probationary period, if the operator of a temporary use fails to maintain the premises and the use in conformance with the conditions of approval and this Code, after the notification procedures noted

above, the City may revoke the temporary use permit and no other temporary use permits shall be issued on the property for a period of two (2) years.

(Sec. 171.10-171.19 added by Ord. 17-01 – May. 17 Supp.)

Chapter 183 MOBILE FOOD UNITS

Sections:

183.015 <u>183.010</u>	19.010	Definitions.
183.025 <u>183.020</u>	19.020	License and permit required.
5.19.030 <u>183.04</u>		Application.
5.19.040 <u>183.05</u>		Exceptions.
5.19.050 <u>183.06</u>		General regulations for all mobile food units and pushcarts.
5.19.060 <u>183.07</u>		Pushcart specific regulations.
5.19.070 <u>183.08</u>		Mobile food unit specific regulations.
5.19.080 <u>183.09</u>		Enforcement and penalties.

~~5.19.010~~ 183.01 **Definitions.**

A. "Commissary" means a licensed food facility regulated by a governmental entity where food is stored, prepared, portioned, packaged or any combination thereof, and where such food is intended for consumption at another location or place from a mobile food unit or pushcart.

B. "Food establishment" means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption. For the purposes of this chapter, "food establishment" does not include an establishment that offers only pre-packaged foods that are non-potentially hazardous; a produce stand which sells only whole, uncut fresh fruits and vegetables; an establishment operating in a farmers market if potentially hazardous food is not sold or distributed; a residence in which food that is non-potentially hazardous is sold for consumption off premises to a consumer customer provided the food is labeled so as to identify its preparer; a private home that receives catered or home-delivered food; child care facilities or food establishments in hospitals or health care facilities which are subject to regulation by state agencies; supply vehicles and vending machines.

C. "Mobile food unit" means motorized, a self-propelled food establishment or a trailer or vehicle towed by a motorized vehicle, that is readily movable, and which typically operates at a remote location and returns to base of operation or commissary at the end of its daily business. Mobile food units are considered Class IV mobile food units by the Iowa Department of Inspections and Appeals.

D. "Mobile food unit zone" means an area of governmentally owned property that has been designated as a location upon which mobile food units and pushcarts may sell or offer for sale for immediate consumption food and/or beverages.

E. "Potentially hazardous food" A biological (microorganism), chemical (cleansers, pesticides), or physical (fingernail, plastic) property that may cause an unacceptable consumer health risk.

F. "Pushcart" means a non-motorized food establishment limited to serving non-potentially hazardous packaged foods with limited assembly or commercial or commissary prepared foods that are reheated on the pushcart, such as frankfurters. Pushcarts may be towed by a vehicle, but are generally capable of being moved by human power. Pushcarts are considered Class III mobile food units by the Iowa Department of Inspections and Appeals.

~~5.19.020~~183.02 **License and permit required.**

No person shall sell or offer for sale or otherwise engage in a business as a mobile food unit or pushcart within the city without having first obtained a license to operate as such. A mobile food unit license is a special license and is required in addition to any other required city business license or state license or permit the person may hold or be required to hold. A separate mobile food unit license is required for each mobile food vehicle or pushcart from which business is conducted in the city. Mobile food unit licenses are not transferable or assignable. The license fee required shall be established by the city council by resolution.

~~In addition to the license, no person shall sell or offer for sale or otherwise engage in business as a mobile food unit or pushcart within the public right-of-way, either in one of the mobile unit zones or in special occurrence permit situations, without first having obtained a permit to operate as such. A separate mobile food unit permit is required for each mobile food vehicle or pushcart from which business is conducted in the city. The permit fee required shall be established by the city council by resolution.~~

No person shall sell or offer for sale or otherwise engage in business as a mobile food unit or pushcart within the public right-of-way, other than in a designated mobile food unit zone, unless a special occurrence permit has been obtained by the premises/property owner. The premises shall make a formal request and complete an application to the city outlining all dates/times, and special occurrence permits require ~~city council approval~~Building Official approval.

~~5.19.030~~183.03 **Application.**

An application form available from the Building and Zoning Department must be filled out and submitted to the Building and Zoning Department for processing. The completed application must be submitted together with a copy of the applicant's Iowa retail sales tax permit and proof of liability insurance, including commercial general liability insurance coverage and automotive liability insurance coverage. Commercial general liability insurance shall include coverage for bodily injury, death and property damage with limits of liability of not less than one million dollars per occurrence and aggregate combined single limit. Automobile liability insurance coverage shall include coverage for bodily injury, death and property damage with limits of liability of not less than one million dollars per occurrence, combined single limit. Certificates of insurance shall provide that the policy or policies have been endorsed to provide thirty days advance notice of cancellation and forty-five days advance notice of non-renewal and ten days advance notice of cancellation for non-payment of premium and that these notices shall be provided to the city finance department by email, facsimile or mail. Cancellation of required insurance automatically revokes and terminates the mobile food unit license to operate in Windsor Heights unless other insurance policies are provided in a timely manner to the city. If the mobile food unit sells food or beverages other than pre-packaged items that do not require hot or cold handling procedures, the application shall also contain a copy of the mobile food unit's license issued by the Iowa Department of Inspections and Appeals, a copy of the food establishment license issued by the Iowa Department of Inspections and Appeals for any commissary kitchen or other premises where food is prepared, copies of the food protection manager certifications, the name and address of the facility at which any waste fat, waste oil or waste grease generated by the mobile food unit operation is disposed of, and a copy of the certificate of annual compliance issued by the fire marshal.

~~5.19.040~~183.04 **Exceptions.**

A. Temporary food units associated with a private party on private, residential property hosted by the owner of the property upon which the unit is dispensing food and/or beverage, such as a graduation party, wedding reception, birthday celebration or similar event, are exempt from the licensing provisions of this

chapter provided the unit's participation is by invitation or contract with the host and provided the vendor displays proof of its authorization to operate in Iowa and required health inspection certification

5.19.050183.05 General regulations for all mobile food units and pushcarts.

A. Mobile food units shall have, and at all times maintain, all necessary licenses and permits from the Iowa Department of Inspections and Appeals as well as the City of Windsor Heights's required permits and licenses.

B. Mobile food units shall at all times operate in compliance with all applicable food, health and sanitation laws and shall comply with all health department regulations regarding food service, food storage and preparation, food handling and food cooking and shall have a valid inspection certificate or permit evincing health department inspection and approval on display and easily visible to the mobile food unit's or pushcart's patrons at all times in operation.

C. No mobile food unit or pushcart shall offer for sale or sell food and/or beverage between the hours of 12:00 a.m. and 6:00 a.m.

D. No mobile food unit or pushcart may operate in the right-of-way or outside of a designated mobile food vending zone established by the City of Windsor Heights absent of the premises obtaining a special occurrence permit which must be approved by the Building Official.

E. No mobile food unit or pushcart shall operate within a city park unless such operation occurs within the boundaries of a designated mobile food unit zone or a separate Special Occurrence Permit permit has been acquired from the Building Official.

F. No mobile food unit or pushcart shall park or stand its pushcart or vehicle within (1) 40 feet of a pedestrian crosswalk, or a stop sign or traffic signal light, (2) adjacent to a designated bicycle lane, or (3) absent written authorization of the restaurant, within 200 feet of any public entrance to any permanent restaurant during hours the restaurant is open for business. For purposes of this section, bars that serve food are deemed to be restaurants. Mobile food units and pushcarts that are not directly involved with the sponsor organization shall not park or stand within 1,200 feet (3 city blocks) of an approved special event.

G. No mobile food unit or pushcart shall operate in a manner that violates Chapter 54 of the city code concerning noise. A mobile food unit or pushcart shall not call out to, cry out, shout out or otherwise communicate or make any noise or use any device to call attention to his or her unit's or cart's location and operation.

H. A mobile food unit or pushcart is responsible for keeping and maintaining the area around and within fifty feet of the mobile food unit or pushcart neat, clean and free from trash, debris, garbage and other hazardous conditions at all times regardless of whether the trash, debris or garbage originated from the operation of the unit or pushcart or was left in the area by a pedestrian passersby or natural conditions. A mobile food unit or pushcart shall provide adequate trash receptacles for the public for all garbage from its operation and from the accumulation of garbage in the area around his or her unit or pushcart at all times the unit is in operation. At the close of its daily business the mobile food unit or pushcart must remove all garbage from the area and properly dispose of it away from the site of its operation; the garbage shall not simply be placed in nearby public garbage receptacles provided for use to the general public at large.

I. The license required by this chapter, the state sales tax permit and all licenses, permits or certificates required to be displayed by state law, shall be posted on the mobile food unit or pushcart so as to be readily visible to all persons conducting business with the mobile food unit.

J. Mobile food units and pushcarts shall only offer single service food utensils such as cups, straws, knives, forks, spoons, stirrers, plates, bowls, wrappers, containers, and similar utensils, which shall be

individually wrapped if usual, and kept in a clean place and only used once in the service of food and/or beverage.

K. No mobile food unit or pushcart shall be left at its operating location at the end of its business day and shall be removed to its base business operation location.

L. No mobile food unit or pushcart shall conduct operations at a location or in a manner that hinders, impedes or restricts access to a pay phone, mail box, emergency call box, traffic control box, fire hydrant, entrance to a building or a driveway.

M. A mobile food unit or pushcart operating on private property shall not encroach into any public sidewalk or public right-of-way. All private property owners allowing mobile food units on property must register with the city as having a mobile kitchen for public safety purposes.

N. No mobile food unit or pushcart is allowed on the grounds of any school unless it has been invited to be there as part of a school authorized function.

O. The city reserves the right to move a mobile food unit or pushcart from any location if determined to be necessary for the provision of emergency or public services or in the interest of public safety, peace and welfare.

P. No mobile food unit or pushcart shall offer for sale or sell any liquor, beer or wine from such unit.

Q. City Sanction or Sponsored events may be reserved or restricted by the City or Windsor Heights [including the designated mobile food vending zone established by the City of Windsor Heights - Check with the Building Official for current event Special Occurrence Permits. Special Occurrence Permits are given on a first come first serve basis depending on space provided.](#)

5.19.060183.06 Pushcart specific regulations.

A. A pushcart shall not allow, cause or obstruct the passage along any sidewalk, street, alley or parking lot as a result of a congregation of people seeking service from the pushcart or because of the size, shape or placement of the pushcart so as to interfere, inhibit or block the normal flow of pedestrian or vehicular traffic.

B. A pushcart shall not violate parking regulations.

C. A pushcart shall not sell to any person operating a vehicle on a public street while the person's vehicle is located within the traveled portion of the roadway. A pushcart may sell to a person operating or occupying a motor vehicle that is legally parked, but may only do so from the curb side of said parked vehicle.

D. No pushcart or equipment shall be allowed to remain in the public right-of-way at the close of business.

E. All pushcarts and equipment associated with the business shall be maintained so as to enhance the aesthetic and overall appearance of the area in which the pushcart is operated.

F. Pushcart vendors agree to indemnify and hold harmless the city from and against any and all loss, cost, damages or claims to persons or property, including property of the city, arising out of or claimed to have arisen out of the operation of a pushcart. In addition, pushcart vendors agree to defend, at no cost to the city, any such claims or lawsuits. The city may, at its option, join the defense of such claim or lawsuit without relieving the pushcart vendor from its obligations to indemnify, hold harmless and defend the city.

G. Pushcarts may operate anywhere within a designated mobile food unit zone on a paved surface, designated parking space or sidewalk subject to the other requirements of this chapter. In addition, a pushcart may operate at a requested location on private property provided application has been made for permission to operate the requested location and that application is accompanied by a verifiable letter from the owner or person in control of the property granting permission to operate on the premises.

Permission by the owner/person in control of property may be rescinded at any time by notifying the city Building and Zoning Department in writing that permission is rescinded. If permission is rescinded, no fees or portion of fees paid will be refunded.

H. No pushcart shall conduct business in areas of the city at which they are not permitted or authorized.

I. Pushcarts shall be subject to the same permit and fee structure as all other mobile food units.

5.19.070183.07 Mobile food unit specific regulations.

A. Sales shall be conducted on the sidewalk side of the mobile food unit whenever possible away from moving vehicles.

B. No mobile food truck should provide or allow any dining area, tables, chairs, booths, benches, bar stools, stand-up counters, or similar furniture unless allowed by a private lease on private property.

C. No mobile food unit shall be used for any purpose other than as a mobile food unit offering food and/or beverage to customers.

5.19.080183.08 Enforcement and penalties.

The Polk County Health Department, the Windsor Heights Police Department, the Windsor Heights Fire Department and the Windsor Heights Building and Zoning Department of the City of Windsor Heights are authorized to enforce this chapter. The Polk County Health Department may elect to pursue enforcement under the provisions of this chapter or under applicable state laws and regulations with the sanctions available thereunder.

The performance of any action contrary to the provisions of this chapter may be cited as a municipal infraction offense. Additionally, failure to adhere to the regulations is cause for revocation or suspension of a license to operate as a mobile food unit or pushcart.

Applicant License Application (LE0002570)

Name of Applicant: <u>Kum & Go LC</u>		
Name of Business (DBA): <u>Kum & Go # 4098</u>		
Address of Premises: <u>7229 University Ave</u>		
City <u>Windsor Heights</u>	County: <u>Polk</u>	Zip: <u>50311</u>
Business <u>(515) 279-0568</u>		
Mailing <u>6400 Westown Parkway</u>		
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>50266</u>

Contact Person

Name <u>Lori Miller</u>
Phone: <u>(515) 457-6164</u> Email <u>licenses@kumango.com</u>

Classification Class E Liquor License (LE)
Term: 12 months
Effective Date: 03/15/2018
Expiration Date: 03/14/2019
Privileges:
Class B Wine Permit
Class C Beer Permit (Carryout Beer)
Class E Liquor License (LE)
Sunday Sales
Status of Business

BusinessType: <u>Limited Liability Company</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership
Krause Holdings Inc

First Name: <u>Krause</u>	Last Name: <u>Holdings Inc</u>	
City: <u>West Des Moines</u>	State: <u>Iowa</u>	Zip: <u>50266</u>
Position: <u>Shareholder</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Kyle Krause

First Name: <u>Kyle</u>	Last Name: <u>Krause</u>	
City: <u>Waukee</u>	State: <u>Iowa</u>	Zip: <u>50263</u>
Position: <u>CEO</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Craig Bergstrom

First Name: <u>Craig</u>	Last Name: <u>Bergstrom</u>
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City: Johnston **State:** Iowa **Zip:** 50131
Position: CFO
% of Ownership: 0.00% **U.S. Citizen:** Yes
Charles Campbell
First Name: Charles **Last Name:** Campbell
City: Urbandale **State:** Iowa **Zip:** 50323
Position: Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>03/15/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LC0037377)

Name of Applicant: <u>HB Development LLC</u>		
Name of Business (DBA): <u>Baru 66</u>		
Address of Premises: <u>6587 University Ave</u>		
City <u>Windsor Heights</u>	County: <u>Polk</u>	Zip: <u>50311</u>
Business <u>(515) 277-6627</u>		
Mailing <u>6587 University Ave</u>		
City <u>Windsor Heights</u>	State <u>IA</u>	Zip: <u>50324</u>

Contact Person

Name <u>David Baruthio</u>
Phone: <u>(515) 360-1630</u> Email <u>sara@baru66.com</u>

Classification Class C Liquor License (LC) (Commercial)
Term: 12 months
Effective Date: 03/01/2018
Expiration Date: 02/28/2019
Privileges:
Catering Privilege
Class B Wine Permit
Class C Liquor License (LC) (Commercial)
Outdoor Service
Sunday Sales
Status of Business

BusinessType: <u>Limited Liability Company</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership
Tami Johnson

First Name: Tami **Last Name:** Johnson
City: Des Moines **State:** Iowa **Zip:** 50311
Position: owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Sara Hill

First Name: Sara **Last Name:** Hill
City: Des Moines **State:** Iowa **Zip:** 50311
Position: owner
% of Ownership: 25.00% **U.S. Citizen:** Yes

David Baruthio

First Name: David **Last Name:** Baruthio
City: Des Moines **State:** Iowa **Zip:** 50311
Position: owner
% of Ownership: 25.00% **U.S. Citizen:** No

Insurance Company Information

Insurance Company: <u>Auto Owners Insurance Company</u>	
Policy Effective Date: <u>03/01/2018</u>	Policy Expiration <u>03/01/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LE0001002)

Name of Applicant: <u>Walmart Inc.</u>		
Name of Business (DBA): <u>Wal-Mart Supercenter #1764</u>		
Address of Premises: <u>1001 73rd St</u>		
City <u>Windsor Heights</u>	County: <u>Polk</u>	Zip: <u>5031100</u>
Business <u>(515) 274-6224</u>		
Mailing <u>508 SW 8th St</u>		
City <u>Bentonville</u>	State <u>AR</u>	Zip: <u>727160500</u>

Contact Person

Name <u>Heather Gregory</u>	
Phone: <u>(479) 258-6107</u>	Email <u>heather.gregory@walmart.com</u>

Classification Class E Liquor License (LE)
Term: 12 months
Effective Date: 03/15/2018
Expiration Date: 03/14/2019
Privileges:
Class B Wine Permit
Class C Beer Permit (Carryout Beer)
Class E Liquor License (LE)
Sunday Sales
Status of Business

BusinessType: <u>Publicly Traded Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership
Doug McMillon

First Name: <u>Doug</u>	Last Name: <u>McMillon</u>	
City: <u>Bentonville</u>	State: <u>Arizona</u>	Zip: <u>72712</u>
Position: <u>President & CEO</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Charles Holley

First Name: <u>Charles</u>	Last Name: <u>Holley</u>	
City: <u>Rogers</u>	State: <u>Arkansas</u>	Zip: <u>72758</u>
Position: <u>Treasurer</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Phyllis Harris

First Name: <u>Phyllis</u>	Last Name: <u>Harris</u>
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City: Rogers **State:** Arkansas **Zip:** 72758
Position: SVP & Chief Compliance Officer
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Andrea Marie Lazenby

First Name: Andrea Marie **Last Name:** Lazenby
City: Lowell **State:** Arkansas **Zip:** 72745
Position: Assistant Secretary
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Jeff Davis

First Name: Jeff **Last Name:** Davis
City: Rogers **State:** Arkansas **Zip:** 72758
Position: Treasurer
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

James Robert Renfrow

First Name: James Robert **Last Name:** Renfrow
City: Fayetteville **State:** Arkansas **Zip:** 72701
Position: Asst Sec
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: <u>IMT Insurance Co</u>	
Policy Effective Date: <u>03/15/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LE0000666)

Name of Applicant: <u>Sam's West Inc</u>		
Name of Business (DBA): <u>Sam's Club #6344</u>		
Address of Premises: <u>1101 73rd St</u>		
City <u>Windsor Heights</u>	County: <u>Polk</u>	Zip: <u>5031100</u>
Business <u>(515) 255-2252</u>		
Mailing <u>508 SW 8th St</u>		
City <u>Bentonville</u>	State <u>AR</u>	Zip: <u>727160500</u>

Contact Person

Name <u>Heather Gregory</u>
Phone: <u>(479) 258-6107</u> Email <u>heather.gregory@walmart.com</u>

Classification Class E Liquor License (LE)
Term: 12 months
Effective Date: 03/13/2018
Expiration Date: 03/12/2019
Privileges:
Class B Wine Permit
Class C Beer Permit (Carryout Beer)
Class E Liquor License (LE)
Sunday Sales
Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership
Amy Thrasher

First Name: <u>Amy</u>	Last Name: <u>Thrasher</u>	
City: <u>Bella Vista</u>	State: <u>Arkansas</u>	Zip: <u>72714</u>
Position: <u>Assistant Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Jeffrey Davis

First Name: <u>Jeffrey</u>	Last Name: <u>Davis</u>	
City: <u>Rogers</u>	State: <u>Arkansas</u>	Zip: <u>72758</u>
Position: <u>Treasurer</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Andrea Lazenby

First Name: <u>Andrea</u>	Last Name: <u>Lazenby</u>
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City: Lowell **State:** Arkansas **Zip:** 72745
Position: Assistant Secretary
% of Ownership: 0.00% **U.S. Citizen:** **Yes**
Phyllis Harris
First Name: Phyllis **Last Name:** Harris
City: Rogers **State:** Arkansas **Zip:** 72758
Position: Vice President
% of Ownership: 0.00% **U.S. Citizen:** **Yes**
Donald Frieson
First Name: Donald **Last Name:** Frieson
City: Rogers **State:** Arizona **Zip:** 72758
Position: President
% of Ownership: 0.00% **U.S. Citizen:** **Yes**
James Robert Renfrow
First Name: James Robert **Last Name:** Renfrow
City: Fayetteville **State:** Arkansas **Zip:** 72701
Position: Asst. Sec
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: <u>American Casualty Company of Reading, PA</u>	
Policy Effective Date: <u>03/13/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LE0000912)

Name of Applicant: <u>Hy-Vee, Inc.</u>		
Name of Business (DBA): <u>Hy-Vee Food & Drugstore</u>		
Address of Premises: <u>7101 University Ave</u>		
City <u>Windsor Heights</u>	County: <u>Polk</u>	Zip: <u>5031100</u>
Business <u>(515) 279-4225</u>		
Mailing <u>5820 Westown Pkwy</u>		
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>50266</u>

Contact Person

Name Jackie Russo	
Phone: (515) 267-2874	Email jrusso@hy-vee.com

Classification Class E Liquor License (LE)
Term: 12 months
Effective Date: 05/05/2018
Expiration Date: 05/04/2019
Privileges:
Class B Wine Permit
Class C Beer Permit (Carryout Beer)
Class E Liquor License (LE)
Sunday Sales
Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership
Stephen Meyer

First Name: <u>Stephen</u>	Last Name: <u>Meyer</u>	
City: <u>Des Moines</u>	State: <u>Iowa</u>	Zip: <u>50309</u>
Position: <u>Executive VP, Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Randy Edeker

First Name: <u>Randy</u>	Last Name: <u>Edeker</u>	
City: <u>Urbandale</u>	State: <u>Iowa</u>	Zip: <u>50322</u>
Position: <u>CEO, President</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Michael Skokan

First Name: <u>Michael</u>	Last Name: <u>Skokan</u>
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City: Waukee **State:** Iowa **Zip:** 50263
Position: CFO, Treasurer
% of Ownership: 0.00% **U.S. Citizen:** **Yes**
Jeffrey Pierce
First Name: Jeffrey **Last Name:** Pierce
City: West Des Moines **State:** Iowa **Zip:** 50265
Position: Asst. Treasurer, Financial
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: <u>EMPLOYERS MUTUAL CASUALTY COMPANY</u>	
Policy Effective Date: <u>05/05/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

CHAPTER 122

PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

122.01 Definitions	122.10 Revocation of Permit
122.02 Permit Required	122.11 Notice
122.03 Application for Permit	122.12 Hearing
122.04 Permit Fees	122.13 Record and Determination
122.05 Bonds Required	122.14 Appeal
122.06 Permit Issued	122.15 Effect of Revocation
122.07 Display of Permit	122.16 Rebates
122.08 Permit Not Transferable	122.17 Permit Exemptions
122.09 Time Restriction	122.18 Prohibited Acts

122.01 DEFINITIONS. For use in this chapter the following terms are defined:

1. “Peddler” means any person carrying goods or merchandise or offering services who sells or offers for sale for immediate delivery such goods, merchandise, or services from house to house or upon the public street or right-of-way.
2. “Solicitor” means any person who solicits or attempts to solicit from house to house or upon the public street or right-of-way any contribution or donation or any order for goods, services, subscriptions, or merchandise to be delivered at a future date.
3. “Panhandler” means any solicitation made in person requesting an immediate donation of money or other thing of value. Purchase of an item for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is in substance a donation, is a donation for the purpose of this section. Panhandling does not include passively standing or sitting, without addressing any solicitation to any specific person; however, holding a sign, prop, or other visual aid that a reasonable person would understand to be a request for assistance while passively standing or sitting is solicitation.
4. “Transient merchant” means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases, or occupies any building or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. Temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as a part of, or in the name of any local merchant, dealer, trader, or auctioneer does not exempt any person from being considered a transient merchant.

122.02 PERMIT REQUIRED. Any person engaging in peddling, soliciting, or panhandling or in the business of a transient merchant in the City without first obtaining a permit as herein provided is in violation of this chapter.

122.03 APPLICATION FOR PERMIT. An application in writing shall be filed with the Chief of Police for a permit under this chapter. The applicant shall provide the following information. :

1. Applicant’s name;

2. Permanent and local address and contact information;
3. Business address, if any;
4. Physical description and a government-issued photo I.D.;
5. Applicant's employer, if any, and the employer's address;
6. The nature of the applicant's business;
7. The last three places of such business;
8. The length of time sought to be covered by the permit;
9. Whether applicant has been listed on any sex offender registry within the last five (5) years; and
10. Whether applicant has had a peddler, solicitor, panhandling, or transient merchant permit suspended, revoked, or denied by this or any other city in the last five (5) years and the reasons therefor.

An application fee in an amount fixed by resolution of the Council shall be paid at the time of filing such application to cover the cost of investigating the facts stated therein. There is no application fee for permits in conjunction with City sponsored events or activities.

(Ord. 16-04 – Aug. 16 Supp.)

122.04 PERMIT FEES. Permit fees in amounts fixed by resolution of the Council shall be paid to the Chief of Police or his/her designee prior to the issuance of any permit. There is no permit fee in conjunction with City sponsored events or activities.

(Ord. 16-04 – Aug. 16 Supp.)

122.05 BONDS REQUIRED.

1. Before a permit under this chapter is issued to a transient merchant, an applicant shall provide to the Chief of Police evidence that the applicant has filed a bond with the Secretary of State in accordance with Chapter 9C of the *Code of Iowa*.
2. At the time of filing of the application and as a part thereof, any applicant without a place of residence or place of business in the State of Iowa shall file with the Chief of Police a bond, with sureties to be approved by the Chief of Police, in a penal sum of \$5,000.00 running to the City, for the use and benefit of any purchaser of any merchandise from such transient merchant who might have a cause of action of any nature arising from or out of such sale against the applicant or applicant's employer. The bond is to be further conditioned for the payment of any fines that may be assessed by any court against the applicant for a violation of this chapter, and further conditioned for the payment and satisfaction of any and all causes of action against the applicant commenced within one year from the date of sale of any merchandise. The aggregate liability of the surety for all fines and causes of action shall not exceed the principal sum of the bond.

122.06 PERMIT ISSUED. The Chief of Police, upon review of the permit application with the police department and any other appropriate department or agency, shall determine whether a permit will be issued to the applicant. A waiting period of not less than three (3) business days from the date of the application shall be in effect to provide sufficient time for the fact-gathering process to be completed in a reasonable period. In making his/her decision, the following factors shall be considered:

1. The information in the application is found to be correct.
2. All information required has been provided and the application is complete.
3. The required bond is paid.
4. Prior peddler, solicitor, panhandler, or transient merchant permits issued to applicant and whether any such permits were suspended or revoked.

If the determination is made that the application satisfies the above factors and the applicant is not a risk to public safety, a permit shall be issued upon payment of the bond and any other fees set forth in the schedule of fees adopted by the City Council by resolution. A denial of a permit may be appealed in the same manner and under the same procedures stated at Section 122.14 of this chapter.

122.07 DISPLAY OF PERMIT. Each peddler, solicitor, and panhandler shall keep such permit in possession at all times while doing business in the City and shall, upon the request of prospective customers, exhibit the permit as evidence of compliance with all requirements of this chapter. Each transient merchant shall display publicly such merchant's permit in the merchant's place of business.

122.08 PERMIT NOT TRANSFERABLE. Permits issued under the provisions of this chapter are not transferable in any situation and are to be applicable only to the person filing the application.

122.09 TIME RESTRICTION. All peddler, solicitor, and panhandler permits shall provide that said permits are in force and effect only between the hours of 9:00 a.m. and 9:00 p.m.

122.10 REVOCATION OF PERMIT. After notice and hearing, the Chief of Police may revoke any permit issued under this chapter for the following reasons:

1. **Fraudulent Statements.** The permit holder has made fraudulent statements in the application for the permit or in the conduct of the business.
2. **Violation of Law.** The permit holder has violated this chapter or has otherwise conducted the business in an unlawful manner.
3. **Endangered Public Welfare, Health, or Safety.** The permit holder has conducted the business in such manner as to endanger the public welfare, safety, order, or morals.

122.11 NOTICE. The permit holder shall be served with written notice containing particulars of any complaint against the permit holder, the ordinance provisions or State statutes allegedly violated, and the date, time, and place for hearing on the matter.

122.12 HEARING. The Chief of Police, with assistance of the City Attorney, shall conduct a hearing at which the permit holder shall be present to determine the truth of the acts alleged in the complaint and notice. Should the permit holder, or authorized representative, fail to appear without good cause, the Chief of Police may use the failure to appear as evidence in support of revocation of the permit.

122.13 RECORD AND DETERMINATION. The Chief of Police, with advice of the City Attorney, shall make and record findings of fact and conclusions of law, and shall revoke a permit when the record establishes evidence of a violation of this chapter and/or State law.

122.14 APPEAL. If the Chief of Police revokes or refuses to issue a permit, there shall be a record setting forth the reasons for said decision. The permit holder or applicant shall have a right to a hearing before the Council at one of the next two regular meetings. The Council may reverse, modify, or affirm the decision of the Chief of Police, or his/her designee, by a majority vote of the Council members present.

122.15 EFFECT OF REVOCATION. Revocation of any permit shall bar the permit holder from being eligible for any permit under this chapter for a period of at least one year from the date of the revocation.

122.16 REBATES. No permit holder shall be entitled to a rebate of part of the fee paid if the permit is revoked or surrendered before it expires.

122.17 PERMIT EXEMPTIONS. The following are excluded from the application of this chapter.

1. Newspapers. Persons delivering, collecting for, or selling subscriptions to newspapers.
2. Club Members. Members of local civic and service clubs, Boy Scout, Girl Scout, 4-H Clubs, Future Farmers of America, and similar organizations.
3. Local Residents and Farmers. Local residents and farmers who offer for sale their own products.
4. Students. Students representing area schools or school districts conducting projects sponsored by organizations recognized by the school.
5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.
6. Resale or Institutional Use. Persons customarily calling on businesses or institutions for the purposes of selling products for resale or institutional use.
7. Charitable and Nonprofit Organizations. Authorized representatives of charitable or nonprofit organizations operating under the provisions of Chapter 504 of the *Code of Iowa*. All such organizations seeking to act as a peddler, solicitor, panhandler, and/or transient merchant are required to submit in writing to the Chief of Police the name and purpose of the cause for which such activities are sought, names and addresses of the officers and directors of the organization, the period during which such activities are to be carried on, and whether any commissions, fees or wages are to be charged by the solicitor and the amount thereof. If it is found that the organization is a bona fide charity or nonprofit organization, such charity or organization shall be issued, free of charge, a permit. In the event the permit is denied, the authorized representatives of such charity or organization may appeal the decision to the Council, as provided in Section 122.14 of this chapter.
8. City Employees acting in an extension of their job duties and with the written authorization of their employer. Permits are required for each type of permit use, however individual City employees are not required to complete individual permits.
9. Temporary Food and Beverage facilities. Persons who have a valid temporary food and beverage facility permit as defined by City ordinance.

~~8-10.~~ Community Event Center Lessee. Persons who possess or are authorized merchants of the Community Event Center lessee while on the physical property or immediately adjacent to the Community Event Center.

(Ord. 16-04 – Aug. 16 Supp.)

122.18 PROHIBITED ACTS. It is unlawful for any person, with or without a permit under this chapter, to conduct peddling, solicitation, panhandling or transient merchant business:

1. With any person situated in a motor vehicle upon any public street, alley, driveway access or public way.
2. Upon any part of the public right-of-way and/or along a parade route on the day of any permitted parade.
3. By blocking the path of the person solicited along a street.
4. By doing business or attempting to do business upon any property on which has a posted notice prohibiting peddling, solicitation or panhandling.
5. By using profane or abusive language, either during the solicitation or following a refusal.
6. By panhandling in a group of three or more persons.
7. While under the influence of alcohol or any illegal narcotic or controlled substance.
8. By any statement, gesture or other communication, which a reasonable person in the situation of the person solicited, would perceive to be a threat, harassment, intimidation or coercion.

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ORDINANCE NO. 18-01**AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY AMENDING CHAPTER 122 PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS**

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 enforcement within its city limits; and

WHEREAS, the City Council finds that a high standard for the enforcement; and its intent to establish minimum standards for the uses of peddlers, solicitors and transient merchants in a manner that will provide for the health, safety, and welfare of the patrons, employees, the general public, that may utilize or be affected by use.

WHEREAS, on February 19, 2018, following proper notice and publication of the proposed changes, the City Council held a public hearing on the proposed changes to Chapter 122; and

WHEREAS, the City Council of the City of Windsor Heights do hereby find and declare that the revisions to Chapter 122 ordinance 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 and recreate Chapter 40 of the Windsor Heights Code of Ordinances to enhance the effectiveness of enforcement for City of Windsor Heights.

SECTION 2. Amended. Chapter 122 of the Windsor Heights Code of Ordinances, Public Offenses, is amended as reflected in the attached Exhibit A.

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

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

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

Passed and Approved this ____ day of _____, 2018.

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Publish Date: _____

Dave Burgess, Mayor

(SEAL)

ATTEST:

Marcia Woodke, City Clerk

Resolution No. 18-0312

**A RESOLUTION MAKING AWARD OF PROFESSIONAL SERVICES
AGREEMENT WITH IMAGETREND, INC**

WHEREAS, the City is currently a party to an intergovernmental agreement with other metro cities, which has retained ImageTrend, Inc. as its Fire and EMS Records Management System;

WHEREAS, the City wishes to retain the technology and business services of ImageTrend, Inc. to also provide billing services for the City;

WHEREAS, ImageTrend, Inc. has the exclusive knowledge, possession and ownership of certain equipment, licenses, and back-office processes through an automated web-based processing system;

WHEREAS, ImageTrend, Inc. agrees to provide certain equipment, licenses, and back-office processes through an automated web-based processing system; pursuant to the terms of this Agreement;

WHEREAS, the City believes it is in the best interest of the community to terminate their agreement with Omni Billing and enter into a contract with ImageTrend, Inc to provide billing services for EMS billing;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that, upon final approval of the City Attorney, the Mayor is hereby authorized to enter into the Customer Agreement with ImageTrend, Inc., the contract to be in the form substantially the same as the attached Exhibit 1.

Passed and Approved this 5th day of March, 2018

Dave Burgess, Mayor

Attest: Marcia Woodke, City Clerk

PROFESSIONAL SERVICES AGREEMENT

CONTRACT No.: 308348

BETWEEN

**WINDSOR HEIGHTS FIRE DEPARTMENT
1133 66TH ST.
WINDSOR HEIGHTS, IA 50324**

AND

**IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044**

IMAGETREND®

THIS AGREEMENT (hereinafter referred to as this “AGREEMENT”) is made as of the date executed by the last of the parties named below:

BETWEEN: **IMAGETREND, INC.**, a Minnesota corporation (hereinafter “ImageTrend”)

AND: **WINDSOR HEIGHTS FIRE DEPARTMENT** (hereinafter “Client”).

PURPOSE: Client has claims and potential claims to be submitted to insurers and other payors that Client wishes to be processed; ImageTrend will provide to Client services as described below

The Client and ImageTrend mutually agree to the following terms between Client and ImageTrend for the purpose of contracting for professional services to be performed by ImageTrend for Client:

SECTION 1. DEFINITIONS:

Claim means any claim, potential claim, remitted claim, denied claim, appealed or appealable claim, or any other claim for reimbursement of costs incurred providing Client’s services to patients or other medical bill.

Processed Claim means any Claim upon which ImageTrend has spent time or effort under this Agreement for services.

Payor means any party paying to Client any sum of money in return for services rendered by Client to patient(s), including but not limited to: monies associated with payment for services billed to all primary insurance, Federal Medigap policies, all patient-owed balances, HMOs, PPOs, managed health organizations, non-Medigap secondary insurance billings, or any other primary or secondary, public or private entity or person making payment for medical services.

Processing a Claim means taking commercially reasonable efforts to prepare a Claim for submission to a Payor with the goal of ensuring the maximum chance of successful reimbursement (subject to all applicable State, Federal and local laws and regulations as well as applicable Payor policies and procedures); however this shall be limited to: correcting data on remitted claims (including modifying claim coding and modifiers), calling insurance providers to check on the status of claims, suggesting which claims should or must be written off, coding claims appropriately, moving claims to self-pay for collection from patients, preparing and mailing self-pay invoices, and submitting the non-paying self-pay claims to the Client’s debt collection agency and any other task that is reasonably helpful or required in ImageTrend’s sole judgment (e.g., appealing certain claims, etc.).

Standard Reports means all reports listed in “Exhibit A, Standard Reports” below and any Standard Report ImageTrend makes available to Client in the future.

SECTION 2. SERVICES PROVIDED BY IMAGETREND; RESPONSIBILITIES OF CLIENT

A. ImageTrend shall:

- i. Enter paper Explanation of Benefit (EOB) documents and other paperwork received back from any Payor which is transmitted or otherwise made available to ImageTrend by Client for data entry;
- ii. Import electronic documentation in order to Process Claims from Client’s ePCR Software in NEMESIS v2 or v3 (v3.3.4 or lesser) format. Different import formats can be developed as a custom software development project for additional consideration in a separately contracted and mutually agreeable written Statement of Work.
- iii. Prepare All Claims for submission to Payors in a timely manner;
- iv. Provide to Client access to all Standard Reports built into the Client’s Billing Bridge software;
- v. Adhere to all other terms and conditions in this Agreement.

- B. Client shall:
- i. Provide to ImageTrend only accurate, truthful and non-fraudulent information;
 - ii. Act at all times in accordance with all applicable law;
 - iii. Continue to administer and enter data into ePCR and all other systems, as well as enter appropriate data into Client's Billing Bridge system as instructed by ImageTrend;
 - iv. Make available to ImageTrend all materials and information ImageTrend finds necessary or helpful for ImageTrend to Prepare Claims;
 - v. Maintain a relationship with, and collaborate with, a third party debt collection agency for any debt Client wishes pursued after ImageTrend has exhausted;
 - vi. Ensure that a copy of every check or payment made to the Client is transmitted to ImageTrend, or if payment is made to a lockbox or similar service provider on behalf of Client, to ensure that the lockbox or similar service provider provides a copy of every check or payment made to Client's lockbox or similar service; or otherwise ensure that ImageTrend is made up to date on payment status resulting from Processed Claims in a timely fashion;
 - vii. Adhere to all other terms and conditions in this Agreement.

SECTION 3. FEES AND PAYMENT TERMS

- A. For the services described herein, Client shall pay to ImageTrend \$20.00 per Claim imported into the Billing Bridge software for Processing.
- B. ImageTrend shall invoice the Client monthly in arrears based on Claims imported, net 30 days.
- C. Client agrees ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any amounts overdue by greater than 60 days. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including reasonable attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
- D. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable.
- E. ImageTrend may perform price increases of the recurring fees. These price increases will not exceed 3% of the price then currently in effect and may not happen more frequently than once per year.
- F. Standard Reports, as detailed in Exhibit A – Standard Reports below, are included in the Billing Bridge system. Custom Reports and Custom Reporting services are available for additional consideration at ImageTrend's standard rate of \$175/hour.

SECTION 4. FRAUD, UPCODING, UNBUNDLING, OVERPAYMENT OR INSUFFICIENT DOCUMENTATION

ImageTrend shall under no circumstances perpetuate fraud, nor the fraud of Client, nor fraud on the behalf of Client. In ImageTrend's discretion, ImageTrend may refuse to pursue or process a claim that appears fraudulent, contains insufficient documentation or the documentation lacks adequate justification on which to make claims, appears to be unbundled services, appears to be upcoded, or otherwise appears out of order with the legal and ethical standards to which ImageTrend is held. ImageTrend shall notify Client of any such incident. Should ImageTrend receive overpayment on any submitted Claim, ImageTrend shall notify the Client of the overpayment and associated information, and it shall be Client's responsibility to resolve the overpayment. ImageTrend further reserves the right to refuse to carry out any task, that in ImageTrend's sole discretion, would be prohibited under applicable law, regulation, or payor policy (such as HIPAA/HITECH and CMS rules and guidelines, or otherwise).

SECTION 5. BUSINESS ASSOCIATE

ImageTrend shall be a Business Associate of Client per the terms of Exhibit B, Business Associate Agreement below.

SECTION 6. LICENSE TO USE IMAGETREND BILLING BRIDGE

Included as part of the Services rendered to Client by ImageTrend, Client is hereby granted a non-exclusive, non-sublicensable, license to use and have access to ImageTrend Billing Bridge software for the term of this Agreement only to the extent allowed and specifically instructed by ImageTrend during the term of this Agreement. ImageTrend reserves the right to unilaterally cancel, upgrade, modify or otherwise change the nature of this software license. This license is intended, and Client is hereby instructed, to allow Client to view and report on the status of ImageTrend's work for Client, and not to function as a full license to use Billing Bridge nor execute Clients own medical billing workflow. A full, unrestricted license is available from ImageTrend for additional consideration. This license shall expire upon termination of this Agreement.

SECTION 7. REPRESENTATIONS AND WARRANTIES

- A. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.
- B. ImageTrend warrants it will act in accordance with all applicable law, regulation and payor policy (such as HIPAA/HITECH and CMS rules and guidelines, or otherwise)

SECTION 8. INDEMNIFICATION

- A. ImageTrend (which includes its agents, employees and subcontractors, if any) agrees to indemnify Client, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:
 - i. any personal injuries, property damage, or death that Client may sustain while using ImageTrend's, as well as any agents thereof, controlled property or equipment in the performance of this Agreement; or
 - ii. any personal injury or death which results or increases by any action taken to medically treat Client agents, employees and subcontractors; or
 - iii. any personal injury, property damage or death that Client may sustain from any claim or action brought against Client, as well as any agents thereof arising out of the negligence or recklessness of ImageTrend in the performance of this Agreement,
- B. Except for the foregoing claims, Client, as well as any agents thereof agrees to indemnify, defend, and hold harmless ImageTrend from all claims, lawsuits, damages, judgments, loss, liability, or expenses, arising out of any claim or action brought against ImageTrend arising out of the wrongdoing, negligence, fraud, or recklessness of Client, as well as any agents thereof in the performance of this Agreement.

SECTION 9. LIMITATION OF LIABILITY

Each party shall not, under any circumstances, be liable to the other party for consequential, indirect, incidental, special, punitive, or exemplary damages or losses arising out of or related to this agreement, even if that party is advised of the likelihood of such damages occurring. Each party's cumulative liability for any damages arising out of or in any manner related to this AGREEMENT (including, but not limited to, claims for breach of contract, breach of warranty, negligence, strict liability, or tort), shall be limited to two-times (2x) the amount of the fees paid by CLIENT to IMAGETREND under this agreement.

SECTION 9. TERM AND TERMINATION

- A. This Agreement shall remain in force until terminated by one of the parties for cause or convenience.

B. TERMINATION WITHOUT CAUSE.

Either party shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination. The parties may mutually agree in writing to terminate with less advance notice.

C. TERMINATION FOR CAUSE.

This Agreement may be terminated by the non-defaulting party by giving not less than fifteen (15) days written notice of termination if a party materially fails to perform or comply with this Agreement or any provision hereof.

SECTION 10. MODIFICATIONS ONLY IN WRITING

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

SECTION 11. CONFIDENTIALITY

A. CONFIDENTIAL INFORMATION

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 11 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by Client by normal means upon the disclosure of the information by ImageTrend; (iii) is duly obtained by Client directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to Client, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of Client, subsequent to the receipt of the information by Client. The parties agree all Software provided to Client by ImageTrend under this Agreement or otherwise, is Confidential Information.

B. THIS AGREEMENT IS CONFIDENTIAL

The parties agree that the terms of this Agreement are confidential information, as well as the existence of this Agreement. Client must seek prior written consent of ImageTrend before disclosing any information relating to this Agreement or its existence to any third party.

C. SURVIVAL.

This Section 11 shall survive the termination of this Agreement or of any license granted under this Agreement.

SECTION 12. NON-ASSIGNABILITY

Client shall not assign this Agreement or its rights hereunder without the prior written consent of ImageTrend.

SECTION 13. GOVERNING LAW

The parties agree that the law governing this Agreement shall be that of the State of Iowa without regard to its conflict of laws principles.

SECTION 14. COMPLIANCE WITH LAWS

ImageTrend shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 15. WAIVER

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

SECTION 16. NOTICES

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT: Windsor Heights Fire Department
1133 66th St.
Windsor Heights, IA 50324

ATTENTION: Tim Kurth

TO IMAGETREND: ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 17. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 18. ARBITRATION

Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (Minnesota) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The venue for arbitration shall be chosen by the arbitrator, and shall be a neutral location in the judicial district in which the non-instigating (e.g. defendant) party resides. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Minnesota court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 19. INTERPRETATION

This Agreement has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this Agreement by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

SECTION 20. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE

Each party warrants to each other party that he or she is fully authorized and competent to enter into this Agreement, in the capacity indicated by his or her signature and agrees to be bound by this Agreement. Client understands and agrees that if Client accepts any Software, goods, or services from ImageTrend prior to ImageTrend receiving a final, mutually signed copy of this Agreement, that Client has accepted this Agreement and all of its terms and conditions.

SECTION 21. PRIOR AGREEMENTS AND AMENDMENTS

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

SECTION 22. SEVERABILITY

Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

SECTION 23. INDEPENDENT CONTRACTOR.

Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. ImageTrend is an independent contractor, and not an agent of Client.

WITNESS THE EXECUTION HEREOF the parties hereto have executed this Agreement by a duly authorized representative on the date set forth below.

APPROVED AS:

"Client"

"ImageTrend"

By: _____

By: _____

Name: _____

Name: Michael J. McBrady

Title: _____

Title: President

Dated: _____

Dated: _____

EXHIBITS

EXHIBIT A – Standard Reports

EXHIBIT B – Business Associate Agreement

EXHIBIT C – Insurance Certificate

EXHIBIT D – Tax Exemption Certificate

EXHIBIT A – STANDARD REPORTS

The standard reports available to Client are:

Period Summary
All Charges – Detailed
All Charges – Summary
Charge Adjustments – Detailed
Charge Adjustments – Summary
Charge Non-Adjustments – Detailed
Charge Non-Adjustments – Summary
All Transactions – Detailed
All Transactions – Summary
Transaction Adjustments – Detailed
Transaction Non-Adjustments – Detailed
Transactions Posted – Summary
Transactions Voided – Summary
Aging by Agency and Current Payer
Days Since DOS for Data Entry Invoices
Days Since Last Transaction for Posted Invoices
Number of Invoices by Agency and Status
Number of Invoices by Month of Service
Invoice Details by DOS
Invoice Summary by DOS

ImageTrend, in its discretion, may add Standard Reports from time to time. Custom Report creation services and other reporting services may be purchased under a separate Statement of Work at ImageTrend's standard rate of \$175/hour.

EXHIBIT B – BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) dated _____, 201__ (the “Effective Date”), is entered into by and between Windsor Heights Fire Department, an Iowa corporation (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“E PHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including E PHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or E PHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and E PHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and E PHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include E PHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in

the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the

identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's

determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:

- i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:
Compliance Office

to Business Associate:

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement: Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business

Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

Windsor Heights Fire Department

By: _____

(Print or Type Name)

(Title)

Date: _____

BUSINESS ASSOCIATE:

ImageTrend, Inc.

By: _____

Michael J. McBrady
(Print or Type Name)

President
(Title)

Date: _____

EXHIBIT C – INSURANCE CERTIFICATE

Intentionally left blank

EXHIBIT D – TAX EXEMPTION CERTIFICATE

Client to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into as of this 24th day of July 2015 ("Effective Date") between Windsor Heights Fire & EMS ("Covered Entity") and Omni Services Group, LLC ("Business Associate").

RECITALS

WHEREAS, the parties to this Agreement have a relationship ("Engagement") wherein Business Associate provides services to Covered Entity that require Covered Entity to disclose certain information to Business Associate, some of which may constitute Protected Health Information;

WHEREAS, as a result, Covered Entity and Business Associate acknowledge that each party has certain obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including those provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and the regulations implementing the requirements to maintain privacy and security of Protected Health Information found at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA Regulations"); and

WHEREAS, the parties intend this Agreement to satisfy and reflect compliance with those obligations.

NOW THEREFORE, in consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions.

Unless otherwise provided in this Agreement, capitalized terms and phrases that are used in this Agreement and defined in the HIPAA Regulations have the same meanings as set forth in the HIPAA Regulations, which definitions are incorporated in this Agreement by reference.

2. Obligations and Activities of the Business Associate.

a) Uses and Disclosures of Protected Health Information.

- i.) The Business Associate agrees to use and disclose Protected Health Information only for the following purposes:

- (1) As permitted or required to perform the services under the Engagement;
- (2) As required by law;

- (3) For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (4) To provide data aggregation services relating to the health care operations of the Covered Entity to the extent such services are included in the Engagement; or
 - (5) Where information has been de-identified in accordance with 45 C.F.R. 164.514(a)-(c).
 - ii.) The Business Associate agrees to make Uses and Disclosures of Protected Health Information consistent with minimum necessary requirements under HIPAA including, but not limited to:
 - (1) Identification of persons or classes of persons needing access to Protected Health Information to carry out duties and the associated categories of information to which each person or class of persons is permitted to access;
 - (2) Implementation of reasonable efforts to limit access of such persons or classes to Protected Health Information to the categories of information identified as necessary;
 - (3) Implementation of policies and procedures or criteria designed to limit Protected Health Information disclosed to the information reasonably necessary to accomplish the purpose for which disclosure is sought; and
 - (4) Limitation of any requests for information to the amount of information necessary to accomplish the purpose for which the request is made.
 - iii.) Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- b) **Safeguards.** The Business Associate will use appropriate administrative, technical, and physical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with

respect to Electronic Protected Health Information, to prevent Use or Disclosure of Electronic Protected Health Information other than as provided for by the Agreement;

- c) **Reporting.** The Business Associate will report to Covered Entity, as soon as reasonably practicable, but not later than within fifteen (15) days following the discovery by Business Associate, of any acquisition, access, Use or Disclosure of Protected Health Information not provided for in this Agreement or not permitted under the Regulations, including, but not limited to, any impermissible access, acquisition, Use or Disclosure that is a Breach of Unsecured Protected Health Information, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall conduct a risk assessment with respect to any impermissible access, acquisition, Use or Disclosure to determine the degree of probability that the PHI has been compromised. Business Associate shall notify Covered Entity of any such impermissible access, acquisition, Use or Disclosure, including the following information in such notice:
- i) A brief description of how the impermissible access, acquisition, Use or Disclosure occurred and how and when it was discovered;
 - ii) A description of whether Unsecured Protected Health Information was involved in the impermissible access, acquisition, Use or Disclosure, and the results of Business Associate's risk assessment; and
 - iii) The steps Business Associate is taking to further investigate the impermissible access, acquisition, Use or Disclosure to mitigate losses and to protect against further impermissible access, acquisition, Use or Disclosure.
- Business Associate shall cooperate with Covered Entity in mitigating any harmful effects of any such impermissible access, acquisition, Use or Disclosure, and in making any required notification to individuals in the case of a Breach as determined by Covered Entity. Business Associate shall pay for the costs of such mitigation and notification if the Breach was due to a violation of this Agreement by Business Associate, or the negligent or intentional actions of Business Associate.
- d) **Subcontractors.** The Business Associate will only permit subcontractors to create, receive, maintain, or transmit Protected Health Information after the Business Associate has received satisfactory assurances in accordance with 45 C.F.R. 164.504(e)(1)(i), that the subcontractor will appropriately safeguard the information. Business Associate will evidence these satisfactory assurances through a written agreement that complies with all requirements of a Business Associate Agreement under the HIPAA Regulations.

- e) **Access.** The Business Associate will make available Protected Health Information in a Designated Record Set to the Covered Entity within three (3) business days of receiving a request and as necessary to satisfy Covered Entity's obligations to provide individuals access to their Protected Health Information contained in the Designated Record Set.
- f) **Amendment.** The Business Associate will make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations under the HIPAA Regulations related to amendment of Protected Health Information.
- g) **Accounting.** The Business Associate will maintain and make available the information required to provide an accounting of disclosures to the Covered Entity within three (3) business days of a request for such information and as necessary to satisfy Covered Entity's obligations under the HIPAA Regulations related to accounting of disclosures. If Business Associate discloses Protected Health Information of Covered Entity in a manner that must be included in an accounting of disclosures under the HIPAA Regulations, Business Associate will notify Covered Entity of such disclosure within seven (7) days.
- h) **Performance of Obligations.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Regulations, the Business Associate will comply with the requirements of the HIPAA Regulations that apply to the Covered Entity in the performance of such obligations(s).
- i) **Secretary of Health and Human Services.** The Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Regulations.

3. Permitted Uses and Disclosures by Business Associate.

The specific uses and disclosures of PHI that may be made by Omni Services Group, LLC on behalf of Covered Entity include:

- 1) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Covered Entity to its patients;
- 2) Preparation of reminder notices and documents pertaining to collections of overdue accounts;
- 3) The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Covered Entity to its patients or to appeal denials of payment for the same; and

- 4) Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Omni Services Group, LLC has been engaged to perform on behalf of Covered Entity.

4. Obligations of the Covered Entity.

- a) **Notice of Privacy.** Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b) **Limitations.** Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose the individual's Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under the HIPAA Regulations; to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.
- d) **Requests by Covered Entity.** Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity or other than as specifically described in this Agreement.

5. Term and Termination.

- a) **Term.** The Term of this Agreement shall be effective as of the effective date of the Engagement or the first date which Business Associate receives Protected Health Information from Covered Entity, whichever occurs first, and shall continue in effect until all obligations of the parties have been met, including return or destruction of all Protected Health Information in Business Associate's possession (or in the possession of Business Associate's agents and subcontractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement designed to safeguard Protected Health Information shall survive expiration or other termination of the Engagement and shall continue in effect until Business Associate has performed all obligations under this Agreement.
 - b) **Termination for Cause.** If Business Associate violates any term of this Agreement, the Covered Entity may, in its sole discretion, permit the Business Associate opportunity to cure the violation or immediately terminate the Agreement. If neither
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termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

c) Obligations of Business Associate Upon Termination.

i) Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form.

ii) Business Associate shall retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities. Business Associate shall continue to use appropriate safeguards, comply with the HIPAA Regulations, and adhere to the terms of this Agreement with respect to Protected Health Information to prevent Use and Disclosure of the Protected Health Information for as long as Business Associate retains the Protected Health Information.

d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous.

a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended.

b) **Supervening Law.** Upon the enactment of any law or regulation affecting the Use or Disclosure of Protected Health Information, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the requirements of this Agreement shall be automatically modified to reflect the applicable regulatory changes. At its discretion, Covered Entity may, but is not required, by written notice to Business Associate, amend this Agreement in such manner as it determines necessary to comply with such law or regulation.

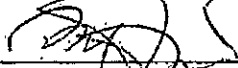
c) **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations.

- d) **Relationship of Parties.** In providing these services, Business Associate is functioning as an independent contractor and not an employee or agent of Covered Entity.
 - e) **Severability.** In case one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not be in any way affected or impaired.
 - f) **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
 - g) **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations.
 - h) **Notices & Reporting.** Any notice required or permitted by this Agreement shall be in writing and shall be given at the time it is hand delivered or when it is deposited in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party at the address set forth below. Changes to these addresses may be made by written notice as provided in this Section.
 - i) **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, its agents, and its Business Associates available to Covered Entity, at no cost to Covered Entity, to testify as witnesses or otherwise in the event of litigation or an administrative proceeding being commenced against Covered Entity, its directors, officers or employees based upon a claimed HIPAA or HITECH violation, except where Business Associate, or its Business Associate or agent, is named as an adverse party.
 - j) **Indemnification.** Business Associate shall indemnify Covered Entity for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Covered Entity incurs arising from a violation by Business Associate of its obligations hereunder.
 - k) **Documentation.** Business Associate shall maintain the following documentation for a period of six (6) years after the termination of this Agreement: (i) privacy and security policies and procedures in written or electronic form; (ii) any communication required by this Agreement to be in writing; and (iii) for any action, activity, or designation that is required by this Agreement to be documented, a written or electronic record of such action, activity, or designation.
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l) **Audits, Inspections and Enforcement.** Within five (5) days of a written request by Covered Entity, Business Associate and its agents and Business Associates shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the Use or Disclosure of Protected Health Information pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement.

m) **Complete Agreement.** This Agreement supersedes all prior business associate agreements and understandings between the parties and may not be modified or terminated orally.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

COVERED ENTITYBy: Print Name: Dennis W. McNaughtTitle: Chief of Police + Fire ServicesAddress: 1133 66th St.Windsor Heights, IA 50384Date: 8-28-15**BUSINESS ASSOCIATE**By: Print Name: Buff FarrowTitle: PresidentAddress: 111 S. WhittierWichita, Kansas 67207Date: 8/29/15



omni EMS BILLING

WINDSOR HEIGHTS FIRE AND EMS ADDENDUM TO AGREEMENT FOR BILLING SERVICES DATED: DECEMBER 4, 2014

This Addendum entered into this 18th day of December, 2014, will legally become a part of the Agreement signed between Omni EMS Billing ("OEB") and Windsor Heights Fire and EMS ("CLIENT").

OEB will either charge a flat fee of \$500 per invoice or the monthly contractual contingency fee of 6.0%, whichever is greater.

All other provisions of the Billing Agreement dated July 13, 2005 shall remain unchanged and are hereby ratified by the parties.

H IN WITNESS WHEREOF, the parties have executed this ADDENDUM this day of January, 2015

OMNI EMS BILLING

Buff Farrow
Executive Director

WINDSOR HEIGHTS FIRE AND EMS

1/6/2015



March 6, 2018

Omni Services Group, LLC
Omni EMS Billing
111 S Whittier
Wichita, KS 67207

Re: City of Windsor Heights, Iowa-Notice of Termination, Business Associate Agreement

Dear Mr. Farrow:

Pursuant to the Business Associate Agreement between the City of Windsor Heights and Omni Services Group, LLC dated July 24, 2015, this letter hereby serves as the City's notice of its intention to terminate the Agreement effective May 1, 2018.

The City will pay Omni Services for all undisputed amounts for services performed by Omni prior to the termination date of May 1, 2018. All such amounts will be satisfied in accordance with the timeframes set forth in the Agreement.

On May 1, 2018, all uncollected debt from claims currently in process will be completed for the 3 billing cycles with uncollected debt sent as a client list back to the city for submission to collections.

If you have any questions or need any further information about the City's termination of the Agreement, you can contact me at 515-279-9450 or email me at tkurth@windsorheights.org.

If you have any questions about the foregoing, please don't hesitate to contact me.

Sincerely,

Tim Kurth
Interim Fire Chief, City of Windsor Heights

Cc: Elizabeth A. Hansen, City Administrator
Erin Clanton, City Attorney – Brick Gentry P.C.

Strategic Communication Plan

2018

Strategic Communications Plan for 2018-2019



WINDSOR
HEIGHTS
the heart of it all

MISSION

The City is committed to fulfilling the city's mission of providing excellent city services that enhance the quality of life for the Windsor Heights community. Our communications provides information to residents and the media on city government programs and services. The Communications Specialist produces the city's newsletter in Des Moines Water Works, Windsor Heights Living Newsletter; oversees content and administration of the city's web site, www.windsorheights.org; oversees communication tools including social media; coordinates, writes and schedules city news releases; coordinates the city's social media policy; and organizes special events as needed.

OUR GOAL

Communication is an essential function of government. Communications and engagement must be integrated into our overall program of work and refined at each stage of policy and program development. This communications plan shows how effective, strategic communications can:

- Help us achieve our overall organizational and department-level objectives;
- Engage effectively with stakeholders;
- Demonstrate the success of our work;
- Build community pride and satisfaction;
- Ensure people understand what we do;
- Change behavior and perceptions where necessary;
- Continue to enhance communications;
- Marketing materials for the City;
- Introduce ideas to enhance citizen education, engagement, outreach;
- Improve the relationship between the City and the Citizens; and
- Develop and improve internal communications to deliver consistent message

EFFECTIVENESS OF CURRENT COMMUNICATION EFFORTS

According to the 2016 and 2017 Citizen Survey, the following information allows the benchmarks for communications efforts:

2017

- 34.3% of respondents said they were well informed about the city.
- 81.6% of respondents listed that they were interested in news or information about Windsor Heights.
- Respondents said that they preferred to receive their communication from the city from the following sources: Windsor Heights Living (68.8%), Des Moines Water Works Newsletter (59.6%), city website (30.9%), city e-newsletter (29.3%), social media (19%), city meetings (14.2%)

2016

- 63% of respondents said our social media presence is great (14% in 2014)
- 50% of respondents are newsletter is great (41% in 2014)
- Respondents said that staff accessibility has decreased 27% in 2016 compared to 32% in 2014.
- Respondents said our communication effectiveness in 2016 was 27% compared to 24% in 2014.

ANALYSIS OF CURRENT OPERATIONS

Strengths

- The City is willing and interested in developing communication tools that align with current technology.
- Management is supportive of efforts to provide strategic communications but need uniformity and resources to be more effective.

Weaknesses

- A decentralized organization has created a model where departments feel responsible for communications and outreach. This can lead to inefficiency and mixed messages from departments on similar subjects.
- Limited resources are dedicated to communications.

Opportunities

- Continue to upgrade email communications to create professional, collaborative messages.
- Communicate to the community the variety of work the city does; take the opportunity to show the city's diverse workforce and professional staff.
- Gather more data on effectiveness of current tools.
- Provide resources (staff and/or funding) to actively market the city's programs and efforts.
- Develop more internal communication strategies and tools.

Threats

- Too often the media and public tell the city's story and do not allow the city to provide the message.
- Misinformation throughout the community.

GENERAL COMMUNICATIONS

As an organization, we need to do a better job of planning our communication efforts and ensure we are using our communication tools effectively. We need to be strategic in our efforts to link departmental efforts together to show collaboration, innovation and cohesive achievement of organizational goals.

#1: Meet bi-weekly with departments to review their calendar and focus areas for the upcoming events or news.

#2: Develop communications plans for selected project and ensure the plans are completed with the messaging, timeline and tools indicated. (Tools: Direct Mail Pieces, Social Media and Newsletter) See exhibit 1 to see a sample of a plan and calendar for a project.

#3: Work to promote organizational and City Strategic Goals through communications efforts. In our newsletter or other forms of communications show how a program, service or event is supporting the strategic plan and goals; constantly referencing and explaining the "why".

AN OVERVIEW OF OUR CURRENT PLATFORMS AND OBJECTIVE FOR EACH

Email Communications

E-mail communications is one of the most powerful tools that we have. It is the most powerful because of its instant reach and ability to spread news faster. The city uses email communications to provide information on city services, department news, program information, agendas for boards and commissions and promote job opportunities.

#1: Re-organize/edit current template.

#2: Produce weekly news updates from the city. Work with departments to create a calendar to guide planning process for weekly news updates.

#3: Increase subscribers by promoting our electronic newsletter and encouraging residents to sign up. To increase our number by adding 25 new email addresses.

City Website

The city's website, www.windsorheights.org is our greatest communications asset. It is the central hub for information and should be used to its potential.

#1: Focus on promoting our new city website with a focus on enhancing its core function of managing and delivering content in a useful, thoughtful and appealing way.

#2: Provide monthly reporting of website analytics and trends for the city website which will show us what our residents are interested in.

#3: Create a video and photo highlight page for city-created video and photos content that highlights current campaigns.

Social Media

Social media is a beneficial tool to reach residents and stakeholders. As of February 2018, the city uses Facebook, Twitter and Instagram as social media platforms. The Communications Specialist would like to coordinate social media and video production for the city. This will keep the city's social media efforts robust and develop digital content that engages followers.

#1: Provide monthly reporting of social media activities, analytics and trends. Work to increase engagement metrics.

#2: Develop a social media plan to increase engagement and identify ways the various platforms can be best used for the City of Windsor Heights and our departments. Review use of Pinterest, YouTube and LinkedIn for increased presence. Review and make recommendations for expanded use of social media by departments. There are no associated costs with adding these additional social media platforms.

#3: Ensure that departments are following the city's social media policy and update all city social media accounts with policies.

#4: Use social media to encourage interaction and participation in city programs. Social media tools will be used to increase engagement efforts to involve the public.

#5: Use social media to pre-program social media plans for campaigns in advance.

Facebook (1,400 followers as of February 2018): Facebook has been identified as a top tool for communications. It is best used for posts that can have more longevity, more explanation and multiple photographs/images to convey a message.

#1: Increase use of Facebook events manager and sponsored advertising in Facebook to grow the followers of city accounts.

#2: Utilize the Facebook Live Video to provide availability for residents who can't attend meetings and then upload videos to YouTube.

Twitter (536 followers as of February 2018): Twitter is best used as a responsive, real-time communication tool with followers. Although it is difficult to condense a message into 280 characters, Tweets should be hyperlinked to the city website to provide additional information.

#1: Increase followers on Twitter.

#2: Schedule two tweets each month to highlight a city service or program.

#3: Create a hashtag to use on Twitter and other social media platforms.

Des Moines Water Works (DMWW), Utility Billing Newsletter Insert

The DMWW Newsletter is a two-page, double-sided monthly newsletter produced by the Communications Specialist. It is inserted in the utility bills and mailed to approximately 1,898 customers each month.

#1: Maintain consistency of campaigns and communications by planning content in coordination with the editorial calendar. DMWW requires about month lead time due to printing and shipping timelines. Content should be provided by the fifteenth of the month for the month preceding the newsletter (i.e. April 15 for a May 2018 newsletter). DMWW will be mailed by the 1st-5th of the month.

#2: Promote the newsletter content via social media outlets and strategically identify key topics contained in the newsletter.

Windsor Heights Living Magazine

Windsor Heights Living is a two-page newsletter produced by the Communications Specialist. It is inserted in the Windsor Heights Living Magazine each month (approximately 2,530 customers).

#1: Determine if the Windsor Heights Living is the most used source for information. Our last survey states residents use this tool. Try using a different approach in this source.

Media Relations

Effective media relations involves managing the message to communicate the intent of the organization to provide a service, develop a program or policy, and convey ongoing efforts to fulfill the city's mission to provide excellent city services that enhance the quality of life for the Windsor Heights community.

#1: Communication Specialist will be contact for media and prepare the appropriate staff for interviews and provide speaking points for the topic.

#2: Consider media briefing program to allow time for media professionals to meet with key staff on a regular basis to receive info on current issues and upcoming programs/agenda items.

#3: Provide the Mayor, City Council, City Administrator and Department Head's training in order to tell our story effectively.

Media tools that are currently in use:

Product	Schedule	Audience	Purpose	Content
Press Release	As needed – distribution must be timely	Media outlets and their representatives	Dissemination of City news or promotion of an event or program	Determined by subject but content must be newsworthy
Media Advisory	As needed no more than one week prior to the event that is the subject of the advisory	Media outlets and their representatives	Gain media attendance at an upcoming event	Brief overview of event with who, what, when, where, contact and notes sections
Media Interview	As requested by media outlets	Consumers of the media outlet's content	Input on a City or community issue or news story	Determined by the subject

Other Tools

The city uses other communication tools to augment various aspects of the communications process. These include:

- City calendars on website and placement on select community calendars
- staff reports at council meetings
- E-mail signature (City Hall staff have signatures that link to our website and social media pages)
- Infographics

OVERVIEW OF NEW TOOLS AND OBJECTIVES FOR EACH

YouTube

The City should make an effort to start video hosting and streaming to YouTube. YouTube will allow the city to create interactive minutes which will provide end-users with easy access to specific agenda items for review. The city could use YouTube to host videos and the stream the City Council meetings and other Board and Commission meetings. This will have no cost associated with it.

#1: Create a YouTube channel.

Newsletter

The City should consider creating our own newsletter. By controlling our own newsletter, we decide when to release the newsletter. We can focus on developing a unique look and feel to our newsletter. Residents will start to recognize the new newsletter as ours.

#1: Create our own Windsor Heights Newsletter which we control.

Video (created in-house)

Video is a powerful medium that can be used to tell a story or convey a message. Edited video is labor intensive due to pre-production, filming, editing and post-production. There are options to produce video quickly and cost-effectively through mobile applications. Videos produced need to be brief to keep the viewer's attention and be optimized for application in social media and the website. The cost to start with

video should be none to resources that staff has on hand to shoot the video.

#1: Continue to research and utilize mobile applications to create engaging content that can be directly connected to social media platforms. Videos will also be uploaded organically to Facebook and Facebook Live. For Facebook, the communications specialist will work to increase followers to the city's Facebook page on an annual basis and provide metrics in communications monthly reports to show progress.

#2: Create and follow a schedule for video content creation. Time will be dedicated to video development. The schedule below is a guideline for production with release dates that can change but the schedule should remain consistent. Communications Specialist and the other departments will develop a video concept with notes. Below is an example of what the video schedule could look like depending on organizational availability.

Week 1

Monday	Tuesday	Wednesday	Thursday	Friday
Focus (2 min)	Field-produced video (30 sec to 1 min)		Focus (2 min)	Field-produced video (30 sec to 1 min)

Week 2

Monday	Tuesday	Wednesday	Thursday	Friday
Field-produced video (30 sec to 1 min)	Focus (2 min)	Field-produced video (30 sec to 1 min)		Focus (2 min)

Week 3

Monday	Tuesday	Wednesday	Thursday	Friday
Field-produced video (30 sec to 1 min)			Field-produced video (30 sec to 1 min)	

Week 4

Monday	Tuesday	Wednesday	Thursday	Friday
	Focus (2 min)	Field-produced video (30 sec to 1 min)	Focus (2 min)	Field-produced video (30 sec to 1 min)

Direct Mail Pieces

We have recently starting using direct mail pieces for important meetings and big events to directly reach every household in Windsor Heights. The tangible piece is a great reminder and tool to use. Direct mail pieces will be used to reach city wide. Example: we sent a direct mail piece to the entire City

on the University Avenue City News Hour.

Goal #1: Include direct mail pieces in our budget to be able to send them out when needed.

Staff Findings and Recommendations:

Findings:

- Communication with citizens is one of the City's primary services but there is limited proactive public relations going on. Most communication is reactive/responsive versus proactive.
- Audience and platforms are defined within individual departments resulting in "siloe" messaging, which causes missed opportunities for impactful and coordinated communication messages.

Recommended Action Steps Moving Forward

- Implement the communication plan and establish an organizational framework for communications across all departments- March 19th
- Financial- March 19th
- Policy which will: Improve on collaborative internal communications and remove the "siloe" communications. The communication office will be the media resource for story ideas and defines the spokespersons and what to do when approached by media.- April 2nd

Options:

Current Communication Tools:

Des Moines Water Works Newsletter- \$2,530

Windsor Heights Living- \$8,154(full year)

Total: \$10,684

Staff has proposed additional funds to the communication budget to expand our efforts. Here are some options for you to consider. The social media platforms that were suggested to add, have no cost other than labor. Those are: YouTube, Facebook, Twitter, LinkedIn, Pinterest and Google+. Staff will implement those platforms per the plan listed.

Option#1

Des Moines Water Works Newsletter- \$2,530

City's Own Newsletter printed by Akili Design-2 page black and white Newsletter- \$6,163

Facebook Ads- \$500

Direct Mail Pieces- (4) \$7,140

Windsor Heights Living- 12 quarter sized ads \$2,196

Total: \$18,529

Option#2

City's Own Newsletter printed by Akili Design- 4 page color newsletter- \$11,846.73

Direct Mail Pieces- (3) \$5,355

Windsor Heights Living- 12 quarter sized ads- \$2,196

Facebook Ads- \$500

Total: \$19,897.73

Option#3

Des Moines Water Works- \$2,530
Windsor Heights Living- \$9,158
Direct Mail Pieces- (4) \$7,140
Facebook Ads- \$500
Total: \$19,328

Option#4

City's Own Newsletter printed by Akili Design- 4 page color \$11,846.34
Des Moines Water Works- \$2,530
Windsor Heights Living- 12 quarter ads \$2,196
Direct Mail Pieces- (1) \$1,785
Facebook ads- \$500
Total: \$18,857.34

Ala Carte:

Direct Mail Pieces: \$1,785 for half sheet sized postcard (cost could be lowered based on size)
Windsor Heights Living 2 page newsletter: \$9,158
Des Moines Water Works Newsletter: \$2,530
Facebook ads: cost could be what you choose
City's Own Newsletter printed by Akili:

Newsletter	Yearly Total
4 page Color	\$11,846.76
4 page Black and White	\$8,599.44
2 page Color	\$10,412.28
2 page Black and White	\$6,163.68

University Avenue Redesign City News Hour- January 8, 2018 —

By November 8, 2017, develop and implement print materials to coordinate with the City News Hour for January 8, 2018

Target Publics: Residents, Business Stakeholders, Visitors

Media: Print Materials, Website, Newsletters, Facebook, Twitter and Instagram

- November 8, 2017- Create materials to inform residents about the City News Hour on the University Avenue Redesign Concept. Implementation will happen throughout the months of November, December and January.
 - Brief information on the project.
 - Design an informational postcard or brochure about the City News Hour and the survey for the concepts.
 - Facebook Event Page.
 - Website Calendar Event and updates on the project page
 - Newsletter articles for the Des Moines Water Works November and December Issue.
 - Newsletter Articles for the Windsor Heights Living November and December Issue.
 - Social media postings on Facebook, Twitter and Instagram about the City News Hour meeting.
 - Website updates on the projects page as the process progresses.

Evaluation: To evaluate the success of this implementation, we will be able to see how many participants we reach. The direct piece will go directly to each residential household. We will be able to see the results of participants on the survey.

City News Hour January 8th and Survey Plan				
Platform	Reach	Frequency	Launch Date	Information
NOVEMBER				
Facebook	1373	Weekly, Event Page	November 1st	Launch event page and blurb on the City News Hour
E-newsletter	1035	Every Friday	November 3rd	City News Hour Blurb
WH Living	every household	Monthly	November 16th first article	City News Hour Blurb
DMWW	every household	Monthly	November 1st	City News Hour Blurb
Website Calendar Event			November 1st	City News Hour Blurb
DECEMBER				
Direct Mail Piece	every household	Once	December 1st	City News Hour Meeting Information and Survey Information
Facebook	1373	weekly	December 1st	City News Hour Meeting Information and Survey Information
WH Living	every household	once	December 21st	City News Hour and Survey Information
DMWW	every household	once	December 1st	City News Hour and Survey Information
E-newsletter	1035	weekly	Month of December	City News Hour and Survey Information
JANUARY				
E-newsletter	1035	weekly	Month of January	Survey Reminder
DMWW	every household	once	January 1st	Survey Reminder
WH Living	every household	once	January -middle of the month	Survey Reminder
Facebook	1373	weekly	December-January	City News Hour and Survey Information

Customer Name/Number CITY OF WINDSOR HEIGHTS

☐ New
☒ Resign # 6015
☐ Return # _____

ADVERTISING AGREEMENT



In consideration of the Advertiser's agreement to advertise according to the following terms and conditions, the Publisher and Advertiser agree:

1. Advertising commitment in

☐ Cityview ☐ Iowa Living magazines ☐ Relish ☐ Des Moines Parent
☐ Business Journal ☐ Adviser ☐ Internet ☐ Electronic
☐ Events ☐ Custom publishing ☐ Other

Frequency Commitment 4 Color Placement Charge

12 ads within a 12 month period @ \$ _____ /ad % _____ Fee / Position
to begin _____, 20____

☒ Center Spread ☐ Back Page ☐ Full Page ☐ 1/2 Page ☐ 1/4 Page ☐ 1/8 Page ☐ Other

Other Information

Inserts _____ page(s) within a _____ mo. period @ \$ _____ per thousand insert. Number of inserts _____

CENTER SPREAD @
10% OFF

2. Advertising schedule ☐ as listed below or ☐ attached

Date	Publication	Ad Size	Price	Date	Publication	Ad Size	Price
1. <u>MAY</u>	<u>WINDSOR HEIGHTS</u>	<u>2 PGS</u>	<u>\$ 763.20</u>	13. _____	_____	_____	\$ _____
2. <u>JUNE</u>	_____	_____	\$ _____	14. _____	_____	_____	\$ _____
3. <u>JULY</u>	_____	_____	\$ _____	15. _____	_____	_____	\$ _____
4. <u>AUG</u>	_____	_____	\$ _____	16. _____	_____	_____	\$ _____
5. <u>SEPT</u>	_____	_____	\$ _____	17. _____	_____	_____	\$ _____
6. <u>OCT</u>	_____	_____	\$ _____	18. _____	_____	_____	\$ _____
7. <u>NOV</u>	_____	_____	\$ _____	19. _____	_____	_____	\$ _____
8. <u>DEC</u>	_____	_____	\$ _____	20. _____	_____	_____	\$ _____
9. <u>JAN</u>	_____	_____	\$ _____	21. _____	_____	_____	\$ _____
10. <u>FEB</u>	_____	_____	\$ _____	22. _____	_____	_____	\$ _____
11. <u>MAR</u>	_____	_____	\$ _____	23. _____	_____	_____	\$ _____
12. <u>APR</u>	_____	_____	\$ _____				
Total investment							\$ <u>9158.40</u>

3. Payment Terms (All new customers must pre-pay until credit is approved.)

☐ Prepaid check attached

☐ If billing address is different than below.

☐ To pay within 30 days with approved credit after invoice

☐ VISA/Mastercard _____

Exp. Date _____ 3-Digit Security Code _____

If account balance exceeds 90 days past due, the entire balance may be charged to this credit card.

You need customers.



We have readers.



Let's get together.



Learn how advertising creatively
in our community magazines can
bring our readers into your doors.



ALL ABOUT YOUR COMMUNITY

Each Iowa Living magazine is a free, lifestyle publication that is distributed each month in each community, group of communities or neighborhoods. Choose from 21 customized publications in central Iowa.

Local content drives readership and, ultimately, advertising results. Our magazines cut through the clutter because they are unique and relevant in a hyper-local way.

Our cover stories each month focus on local subjects and how they specifically relate to residents. We feature individuals and families and publish their perspectives in ways that are informative for all. The cover photos typically feature residents, and the inside pages are heavy with photos for an easy and informative read.

In addition, a number of regular editorial features are included in the magazine including education, garage, faith, finance, education, community photos, things to do, real estate, health, fitness, dining, recipes and more.

QUICK FACTS

- **Published monthly** – Iowa Living magazines are distributed once a month (check schedule for week of delivery in each community).
- **21 central Iowa communities** – Altoona, Pleasant Hill, Ankeny, Johnston, Grimes, Urbandale, Clive, Waukee, Adel, Jordan Creek, Windsor Heights, Beaverdale, Des Moines West Side, Perry, Boone County, Norwalk, Ames, Winterset, Bondurant, North Polk and Indianola.
- **Nearly 200,000 readers** – All 21 magazines combined have more than 160,000 in monthly distribution, reaching more than 200,000 readers.
- **Customized delivery** – Distribution varies by magazine with most using saturation mail to all residences, and all available for free in full digital formats — including all advertising — at www.iowalivingmagazines.com, including all archives.
- **Upscale, magazine format** – Paper stock varies by community, with most printing on some or all gloss pages, others on hi-brite newsprint.
- **Locally owned** — The Iowa Living magazines are part of Big Green Umbrella Media, owned and operated locally by Shane Goodman.

AUDITED CIRCULATION & READERSHIP

- 97.7% of households say they receive their Iowa Living magazine
- 76.0% of households say they read their Iowa Living magazine
- 72.8% of readers say they purchase products or services from ads seen in their Iowa Living magazine.
- 48% of readers say they keep their Iowa Living magazine one month or more.

Source: Circulation Verification Council 2016 audit report

CONTACT US

- Big Green Umbrella Media
- 5619 N.W. 86th St., Suite 600, Johnston, Iowa 50131
- 515-953-4822
- www.iowalivingmagazines.com
- jolene@iowalivingmagazines.com

2018 ADVERTISING RATE CARD



effective Jan. 1, 2018

FULL-COLOR — MAILED TO 18,000 - 25,000 ADDRESSES					
• Ankeny (26,126) • Urbandale (19,031)	Newsprint	1x	3x	6x	12x
	Full page	\$1,742	\$1,608	\$1,474	\$1,341
	Half page	\$1,110	\$1,009	\$906	\$805
	Quarter page	\$702	\$638	\$568	\$505
	Eighth page	\$471	\$435	\$402	\$371
	Premium	1x	3x	6x	12x
	Full page	\$2,490	\$2,297	\$2,106	\$1,915

FULL-COLOR — MAILED TO 7,000 - 11,900 ADDRESSES					
• Altoona (7,968) • Boone County (11,931) • Clive (7,072) • Des Moines West (7,718) • Indianola (8,018) • Johnston (8,899) • Waukee (8,034) • Jordan Creek (7,595)	Newsprint	1x	3x	6x	12x
	Full page	\$1,206	\$1,072	\$940	\$805
	Half page	\$906	\$805	\$702	\$607
	Quarter page	\$607	\$536	\$465	\$402
	Eighth page	\$371	\$332	\$300	\$269
	Premium	1x	3x	6x	12x
	Full page	\$1,596	\$1,435	\$1,277	\$1,086

FULL-COLOR — MAILED TO 3,000 - 5,300 ADDRESSES					
• Adel (4,015) • Beaverdale (3,613) • Grimes (5,421) • Perry (3,701) • Norwalk (5,252) • Pleasant Hill (4,515) • Winterset (3,445)	Newsprint	1x	3x	6x	12x
	Full page	\$1,072	\$940	\$805	\$670
	Half page	\$702	\$607	\$505	\$402
	Quarter page	\$465	\$402	\$332	\$269
	Eighth page	\$300	\$269	\$236	\$204
	Premium	1x	3x	6x	12x
	Full page	\$1,277	\$1,117	\$946	\$797

FULL-COLOR — MAILED TO 2,000-3,000 ADDRESSES					
• Bondurant (2,661) • North Polk (3,037) • Windsor Heights (2,287)	Newsprint	1x	3x	6x	12x
	Full page	\$675	\$592	\$510	\$424
	Half page	\$525	\$457	\$380	\$305
	Quarter page	\$314	\$272	\$225	\$183
	Eighth page	\$246	\$222	\$195	\$170
	Premium	1x	3x	6x	12x
	Full page	\$776	\$681	\$588	\$488

FULL-COLOR — TARGETED MAIL & RACK DISTRIBUTION OF 10,000 COPIES					
• Ames (10,000)	Size	1x	3x	6x	12x
	Full page	\$1,093	\$933	\$849	\$772
	Half page	\$656	\$560	\$509	\$463
	Quarter page	\$394	\$336	\$306	\$278
	Eighth page	\$236	\$202	\$183	\$167
	Premium	1x	3x	6x	12x
	Back page	\$1,366	\$1,168	\$1,062	\$965
	Page 2 or 3	\$1,310	\$1,120	\$1,019	\$926

Choose from 21 customized publications in central Iowa — one for each community, group of communities or neighborhood. Distribution varies by magazine with most using saturation mail to all residences, and all available for free in full digital formats — including all advertising — at www.iowalivingmagazines.com.

Paper stock varies by community as well, with most printing on some or all gloss, others on hi-brite newsprint.

The readership of these magazines is unmatched, reaching individuals in more than 7.5 out of 10 households. Each magazine is packed with local stories and photographs, as well as advertising from local businesses. And, most importantly, nearly 69 percent of our readers say they purchase products and services from ads seen in our magazines.

We look forward to showing you how to turn our readers into your customers.

BUY MORE AND SAVE!	
1 community	full price
2-5 communities	25% off
6-12 communities	40% off
13+ communities	50% off
*First magazine always at full price	

SIZING	
Size	Dimensions (width x height)
Full bleed	8.625" x 11.25"
Full page	7.5" x 9.81"
Center spread	15.475" x 9.81"
Half page horizontal	7.5" x 4.82"
Half page vertical	3.66" x 9.81"
Quarter page	3.66" x 4.82"
Eighth page	3.66" x 2.32"
Trim	8.125"x10.5"
All ads include full color	

ONLINE ADVERTISING	
Home page	Rate/mo.
Leader board (#1/#8)	\$249
Big Box (#2/#7)	\$199
Skyscraper (#3)	\$124
Skyscraper (#4)	\$124
Big Box (#5)	\$124
Big Box (#6)	\$99
Community event photo sponsor	\$64
Community issue/archives sponsor	\$64
Size (pixels)	
Leaderboard Ad	728x90
Big Box Ad	300x250
Skyscraper Ad	145x600

2018 MAGAZINE DELIVERY & DEADLINE SCHEDULE



Adel, Boone County, Johnston, Perry and Urbandale Living Magazines

(Distributes 1st week of month)

Distribution Date		Magazine Deadline	
January	4, 2018	December	20, 2017
February	1, 2018	January	17, 2018
March	1, 2018	February	14, 2018
April	5, 2018	March	21, 2018
May	3, 2018	April	18, 2018
June	7, 2018	May	23, 2018
July	5, 2018	June	20, 2018
August	2, 2018	July	18, 2018
September	6, 2018	August	22, 2018
October	4, 2018	September	19, 2018
November	1, 2018	October	17, 2018
December	6, 2018	November	21, 2018

Ankeny, Grimes, Jordan Creek, Windsor Heights, North Polk and Winterset Living Magazines

(Distributes 3rd week of month)

Distribution Date		Magazine Deadline	
January	18, 2018	January	3, 2017
February	15, 2018	January	31, 2018
March	15, 2018	February	28, 2018
April	19, 2018	April	4, 2018
May	17, 2018	May	2, 2018
June	21, 2018	June	6, 2018
July	19, 2018	July	3, 2018*
August	16, 2018	August	1, 2018
September	20, 2018	September	5, 2018
October	18, 2018	October	3, 2018
November	15, 2018	October	31, 2018
December	20, 2018	December	5, 2018

Ames, Clive, Des Moines West Side, Indianola and Norwalk Living Magazines

(Distributes 2nd week of month)

Distribution Date		Magazine Deadline	
January	11, 2018	December	27, 2017
February	8, 2018	January	24, 2018
March	8, 2018	February	21, 2018
April	12, 2018	March	28, 2018
May	10, 2018	April	25, 2018
June	14, 2018	May	30, 2018
July	12, 2018	June	27, 2018
August	9, 2018	July	25, 2018
September	13, 2018	August	29, 2018
October	11, 2018	September	26, 2018
November	8, 2018	October	24, 2018
December	13, 2018	November	28, 2018

Altoona, Beaverdale, Pleasant Hill, Waukee and Bondurant Living Magazines

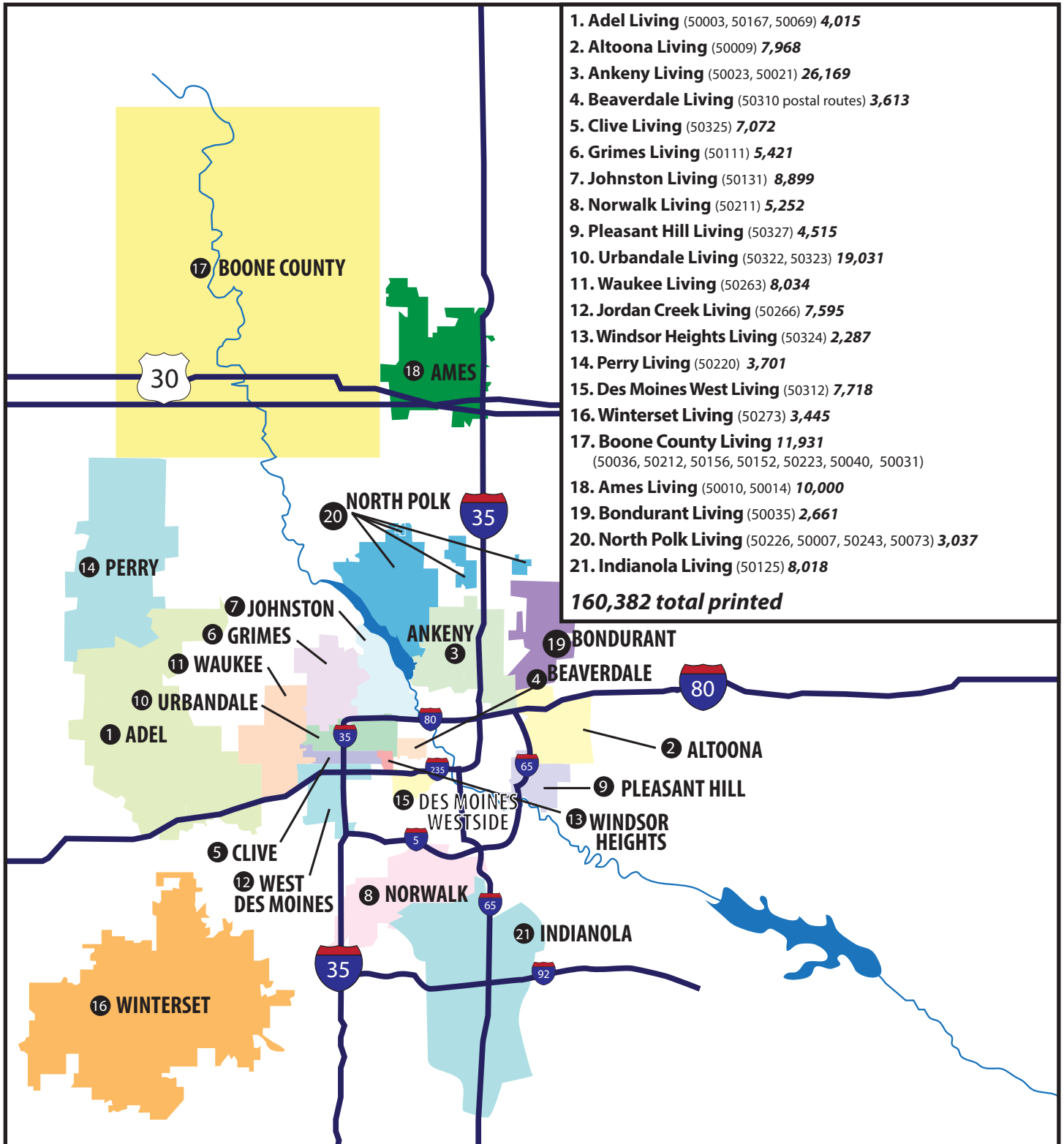
(Distributes 4th week of month)

Distribution Date		Magazine Deadline	
January	25, 2018	January	10, 2017
February	22, 2018	February	7, 2018
March	22, 2018	March	7, 2018
April	26, 2018	April	11, 2018
May	24, 2018	May	9, 2018
June	28, 2018	June	13, 2018
July	26, 2018	July	11, 2018
August	23, 2018	August	8, 2018
September	27, 2018	September	12, 2018
October	25, 2018	October	10, 2018
November	23, 2018*	November	7, 2018
December	27, 2018	December	12, 2018

Actual press deadlines vary by publication and ad placement

*Denotes holiday deadlines

DISTRIBUTION MAP



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Administrator's Report March 1, 2018

PROJECT UPDATES:

2017 Sidewalk Project:

This project will resume in the spring. BMI will let us know when they plan to mobilize again; assuming an April/May timeframe. Construction Newsletters will go out to the adjacent property owners 2-3 weeks before construction is to start. I will include the newsletter in an upcoming Council packet to let you know when that is about to happen.

Sunset Terrace Project:

Our City Engineers will be meeting with Sternquist next week to discuss punitive damages with the City Council for running past the project completion date.

University Avenue Project: A couple Complete Streets Advisory Committee members will be meeting with BMI next week to prepare for the final recommendation that will be presented to the city council on March 19th. Staff hopes to get the materials to Council on March 8th; well in advance for review.

2018 Street Rehabilitation Project: The projects page has been updated. A preconstruction meeting has been scheduled for March 26th. Staff has launched an alert via e-newsletter and Facebook inviting folks to the City News Hour on Monday, April 9th at 5:30 p.m. in the City Council Chambers, when BMI will present the project. Also, a construction newsletter will be sent out to adjacent property owners. Again, I will include the newsletter in an upcoming Council packet to let you know when that is about to happen.

MEETINGS/PLANNING:

Economic Development Committee Meeting: The Development Committee will meet on March 8th. Staff will present bids for the pitch book so the committee can get a recommendation to the City Council. We will begin discussing housing redevelopment per the Council's New Initiatives Action Plan. Since the PSD Interviews are scheduled for April 12th and 13th, our next meeting is May 10th.

Public Safety Committee Meeting: The Public Safety Committee will meet on March 2nd to review the PSD position timeline, recent consultant update and interview questions. Attached is the most recent PSD Search Report from Moulder and Associates. Mark your calendars for attending the open house on Thursday, April 12th in the Council Chambers at 5:30 p.m. – 6:30 p.m. and interviews/deliberation on Friday, April 13th, starting at 8:00 a.m.

Special Events Committee: The Community Events Committee met on February 22nd. We discussed each recommended event for each group for FY 2018/19, who is responsible for planning and what areas we can all collaborate on. The group spent most of the time discussing options for managing and coordinating these events. In the end, the most feasible option is to work on criteria for the Chamber of Commerce taking over all of the recommended events and why. The group wanted to present draft criteria to the Foundation and Chamber Board. I attended the Chamber Board meeting on March 1st. Next, the Committee members will work with each of their boards to propose the language and criteria that would be in a draft agreement and will provide final draft agreement to each board for discussion and final approval.

Capital Crossroads Meeting: Mayor Burgess and I attended a joint meeting with Capital Crossroads and the metro Mayors on February 21st at the Des Moines Golf and Country Club. Attached is the list of topics the region discussed working on. At the meeting, the group added Regional Park Planning, Traffic Signals (smart) and information traffic cameras, Affordable Housing and Mental Health to the topics for consideration. Following table discussion, Affordable Housing, Storm Water Management and Volunteer Management were selected for the voting round. Each city cast one vote. The two topics receiving votes were Affordable Housing with 5 votes and Storm Water Management with 7 votes. I was pleased that my entry; one of our cities top five goals got the top votes. I will keep all informed as we work through the tasks.

Here is the outline of tasks moving this forward:

1. Storm Water –
 - a. Develop a toolkit of tools and techniques that cities can choose to use. Tools and techniques may include discussion of land use and planning.
 - b. Develop an education strategy and materials around storm water aimed at elected officials, staff, developers and the general public.
 - c. Develop optional draft minimum standards ordinance template for use by cities that chose to adopt. Draft ordinance to include tools and techniques from the toolkit as additional options and approaches.
2. Affordable Housing
 - a. Develop current inventory
 - b. Define affordable housing and create categories
 - c. Develop means to create affordable housing – thinking differently by planners and developers
 - d. Review zoning codes to allow affordable housing
 - e. Develop public education strategy and materials around affordable housing aimed at elected officials, staff, developers and the general public.
 - f. Create a best practices list.
 - g. Ensure a representative from the Polk County Housing Trust is on the committee

COMMUNITY EVENTS:

Easter Egg Hunt: The Easter Egg Hunt is scheduled for Saturday, March 31st at 9:00 a.m. at Colby Park. The event is for ages 1-12 and will take place rain or shine so dress appropriately!

PERSONNEL:

Public Works Director Position: We received fifteen (15) applications for the Public Works Director position. A six person management staff, department staff and public works citizen committee member is serving on the interview panel. The panel drafted the interview questions and ranked each of the applications to narrow the search to five. Those five have been invited to interview and we are currently conducting the backgrounds on them. The interviews will take place on March 5th. An offer, contingent upon Council approval may be made on March 8th. The recommendation and a resolution for approval will be presented to Council on March 19th.

Public Works Equipment Operator Position: Kevin Patterson gave his termination notice to take another position. We will wait until the new Director is hired and acclimated to move forward on filling the position.

Department Head Meeting: The department heads met on Monday, February 26th at City Hall. See attached agenda so that the Council is aware of items discussed with the staff.

OTHER:

Quarterly Reviews: I will hand out quarterly reviews of the Goals and Action Plan and Orientation Binder at the Council meeting on Monday.

What Meetings are Coming Up and When I may not be in the Office:

Public Safety Committee Meeting on Friday, March 2nd at 1:00 p.m. at City Hall.

Interviewing the Public Works Director applicants on March 5th from 9:00 a.m. – 3:00 p.m.

Development Committee Meeting on Thursday, March 8th at 11:00 a.m. at City Hall.

Spring Break Vacation, March 9th – 16th. Out of State. Marcia Woodke will serve as my Proxy.

**WINDSOR HEIGHTS IOWA
PUBLIC SAFETY DIRECTOR
SEARCH REPORT**

The progress of the Public Safety Director selection process generates frequent inquiries from the Elected Official, Department Personnel and the public. We will email progress reports biweekly to the City Administrator. This serves as a means to keep interested parties informed. The reports can be used to answer specific inquiries or posted publicly.

November 20, 2017

MOULDER AND ASSOCIATES LLC were approved by the city council to conduct the search to assist the city in selecting the Public Safety Director

The council adopted a proposed schedule for the process. The position opening is posted from January 2, 2018 to March 3, 2018.

Finalist interviews are expected April 12, 2018 with the selected candidate to take office by May 14, 2018.

November 27, 2017 to December 1, 2017

Following Thanksgiving Holidays, the search process was started with interviews of Elected Officials (Current and newly elected), Department Heads, and members of the Police and Fire Departments.

These interviews are used to develop a Position Profile, a description of the leadership characteristics that best fit the working environment of Windsor Heights. After the profile is completed it will be provided to the City Administrator for review and acceptance. The information collected is used to guide the initial evaluation of candidates.

Eighteen interviews have been completed. Most of the elected and newly elected officials, and department directors have been interviewed. The emphases will be on interviewing the members of the police and fire departments during this next reporting period.

December 1, 2017 to December 18, 2017

Additional interviews for the position report were completed. Final interviews will be completed during this period.

The job description has been redrafted. The existing description was overly long and contained several redundant portions. The description

had been amended several times and contained requirements no longer relevant to the position. The redrafted description is to be placed before the council in the January 2, 2018, meeting.

The job announcement has been drafted and submitted for approval. The schedule calls for placing the announcement January 2, 2018 and open until March 3, 2018.

January 1, 2018

The announcement for the position has been distributed:

- The International Association of Chiefs of Police
- Polk County Police Chiefs and Sheriff's association (PLEXA)
- The Iowa Police Chiefs Association
- Iowa State Police Association
- The Iowa Sheriffs and Deputies Association
- Indeed.com (Job Posting website)
- Iowa League of Cities
- Iowa Fire Chiefs Association
- Greater Kansas City Police Department Association
- Missouri Peace Officers Association
- Windsor Heights web page
- Individual mailings

January 1 to 15, 2018

The revised Public Safety Director/Police Chief job description was approved by the city council. That will make the duties clearer.

The Position Profile was completed and approved. The information gathered in the interviews will clarify the type of person that is wanted for this position.

The start of the year appears to motivate a lot of people to try new things. We have received 47 resumes already. That is more than we usually receive during the whole search process. Many of the persons responding to the search announcement do not meet the minimum qualifications. One good reason to farm out this portion of the search process, you do not waste staff time with resumes that are not going to meet the minimum requirements.

Fifteen of the resumes meet the qualifications for the position. It is still very early in the process. Typically, the better candidates begin to show up later in the process.

January 15 to 29, 2018

The resume count rose by 20 over the past two weeks. We have received 67 resumes in just 30 days. Ten of the resumes are from Iowa candidates. In addition, we have received telephone inquiries from a few candidates that are interested and wanted to get additional information on the position and the community before submitting any information.

January 29 to February 12, 2018

Resumes continue to be received. In this reporting period the number has risen to 83. These are from 32 different states. Ten resumes are from Iowa applicants.

Last Tuesday City Administrator Hansen and I met to finalize the schedule and interviewers for the selection phase that will occur April 12-13, 2018.

One additional job site has been added to reach candidates. The position is now posted on the Police Executive Research Forum job board. This is a professional organization of police executives from all over the United States.

February 26, 2018 to March 12, 2018

The applicant pool has grown to 89, a very large number of people interested in this position. The process will close on March 3, 2018. After the close Moulder and Associates will reduce the field to 5 for consideration by the City Administrator. We will use internet searches, essay questions, telephone interviews and referee checks to winnow the list.

By the end of the month three will be selected to come to Windsor Heights for in person interviews on April 12 and 13, 2018

This concludes the regular search reports.

Topics Submitted by Mayors and City Managers for 2/21/18 MIALG Meeting

Department Specific

Police Department

1. Police collaboration – Although police departments were one of the first departmental collaborations to be completed, I believe there will be a new opportunity between DSM and the suburbs to work together on operational collaborations that are (at first) non-financial in nature. A small group of cities (WDM, Urbandale, DSM, Clive) have asked the police chiefs to perform a gap analysis to determine the highest operational priority where collaboration could be beneficial (such as narcotics enforcement or use of advanced investigative equipment). We have asked the police chiefs to provide a prioritized list prior to the LGC meeting on February 21. With recently changes in chief positions throughout the metro, it could serve to be an opportune time to pursue this, due to some of the baggage from the previous Homeland Security Agreement.
2. The police department has identified a historic issue among Des Moines Metro Communities regarding information sharing. The metro agencies are divided by Records Management Systems (RMS) that investigators utilize to investigate crimes in their cities. One group of cities utilized I-Leads which they are moving to replace in the next 18 months to two years. Another group of cities just adopted the use of TriTech.

The limitations of being on separate RMSs is the inability to research suspects from communities on the “other” system. This issue has been presented to PLEXA with a positive response.

A solution that currently exists is provided by the FBI, the National Data Exchange (N-DEX). This solution allows agencies to export from any RMS and upload the information

into N-DEx. There is no cost to use N-DEx, however there may be a cost to create the conversation from the users RMS to a format to be uploaded into N-DEx.

This suggested solution, or equivalent, creates a collaborative information sharing opportunity to aid in the investigation of suspects who commit crimes in multiple communities.

Fire Department

1. A form of shared entry testing for fire departments. This would include a written and physical agility test. A candidate would test, and if they pass be eligible to apply for any participating department. There are a few departments working with DMACC on a concept of operation – so there is some movement.

Library

1. Library shared ILS
2. Library shared training day - need funds to do so

IT

1. Regional GIS system

Misc.

Method for getting comprehensive plans updated for cities that lack the resources to do alone.

Impact Fee Policies

Land Use Planning

Regionalization of Government Services

Volunteer management – Cities are having to find creative ways to deliver services in a changing revenue environment, and one of those ways is to maximize volunteer programs. As a City we are looking at tackling this issue, but wonder if there is a regional approach as cities have similar needs for volunteer programs (park clean-ups, libraries, other) where the sharing of staff to manage these programs may make some sense.

ROW Related

1. Private fiber optic lines in ROW
2. ROW license and ROW permitting fees
3. Small cell technology in ROW

Transportation Related

1. Public Transportation (non-Dart ideas)

Water Related

Water Production Related

1. Regional Water Authority
2. Regionalization of water production

Stormwater Management Related

1. Storm Water Management practices and policies
2. Stormwater management regulations – The review and development of model ordinances for progressive stormwater management regulations for post-construction conditions, erosion control and stream buffer policies.
3. Post Construction Stormwater Policies

4. Redevelopment of Flood Districts and Financial Programs to Support

STAFF MEETING AGENDA

Monday, February 26, 2018

9:00 – 10:30 A.M.

City Hall – Conference Room

A. Welcome/Handouts:

B. Council Meeting Agenda: All packet materials and agenda items are due by noon on Wednesday. If not received, the item will be postponed until the following meeting. Invoices need to be coded and returned to staff by Monday's staff meeting to make the claims list; therefore **Claims are due today**.

1. Staff Reports a. 1st Meeting – Bill, Sheilah and Marcia b. 2nd Meeting – Derek, Tim and Jess
2. Board Meeting preparation and presentation – 2 items, less than 5 minutes.

Old Business

A. One Organization – How have you helped another department this last week? How can you help in the next few?

1.

B. Newsletter articles for DMWW and WH Living for April is due March 15th - Send to Jess

1. Chamber, WH Foundation and Community Events-- Jess/Sara
2. Library News – Jess
3. Disposing of City Property, Sound equipment - Bill
4. University Avenue Update – Jess and Liz
5. Budget Highlights - Liz
6. Introduction of New Mayor – Jess
7. Tobacco/Nicotine Free Parks Reminders – Jess
8. 2018-2020 Goals – Ongoing and New Initiatives
9. Open Burning Reminder – Tim
10. Severe Weather Awareness – Tim and Derek
11. 2018 Streets Rehab Projects – Jess and Liz

C. Projects Update: Sunset Terrace, Sidewalks, 2018 Streets Rehab, etc. Precon 3/26 at 11

D. Budget - Next Steps: PH on 3/5

E. Safety Meeting: Incident Review Policy, Safety Manual and Buy In. Becoming IAMU member. Meet 1/24. Quarterly or bi-annual training. 3/28 from 10:30-1 at CEC. "Stop the Bleed" and more. DH's need to sign off after staff viewing videos of last training. IWCA video. Need a Training Report Form. Need a draft Admin Policy for incident review. Need to meet with departments to plan for exit plans when certain incidents occur.

F. Facility Storage and Coordinating Records Retention/Shredding:

G. **Quarterly Reviews** – Web (all), Fee Schedule (all) and Council Orientation Packet (Liz)

New Business

A.

Updates

A. Police Department – Finished February training, checking doors at CEC, vandels caught at CEC restrooms, GTSB grant submitted for OT enforcement and training materials.

B. Fire/EMS/Safety – FEMA grant submitted for smoke alarms, Walmart grant for community relations and Firehouse subs grant for CPR machine.

C. Public Works – many potholes.

D. Building and Zoning – working on codes for Food trucks, and 4 code sections redone for board review and recommendation.

E. Communications/Special Events – working on quotes for ED pitch book for board meeting on 3/8, April newsletter and communications plan.

F. Administration – Budget amendment and PWD

Adjourn: Next Meeting: Monday, March 12, 2018 at 9:00 a.m. at City Hall. Marcia to conduct.

Assistant Public Works Director

Monthly Council Report February

- Coordinated and completed snow plow removal 6 times
- Identified and filled pot holes-used 5 tons
- Coordinated and met with 3 companies to gather bids for outdoor light installation
- Coordinated with 3 companies to gather bids for ADA door installation and upgrades-on doors and lights
- Supervised the installation of ADA doors
- Maintained vehicles-trucks
- Attended 2 staff meetings
- Coordinated daily schedules for public works crew
- Managed daily influx of citizen calls
- Attended University Avenue Redesign meeting

Planning and Building Report for February 2018

University Avenue Corridor Redesign, Complete Street Meeting

Complete streets meeting was held in the Community Center administered by Bolton and Menk. At this meeting participants were given both layouts for University, one being a four lane, and one being a three lane. They explained the new turning lanes and the locations for the Dart bus stops. Overwhelmingly the group opted for the three lane option and to increase the speed limit to 30 mph. The group identified the aesthetic details that would be improved along the corridor.

Graphic Information Systems (GIS)

The GIS project will be decided when the new Public Works Director is hired. It will be beneficial to understand the needs of this individual before deciding on the end product.

Public Works

Several applications were received to fill the role of the Public Works Director. Staff was given a score sheet to tally each of the individuals on a range from one to ten for the desired criteria for the position. There are several qualified applicants based on education, skills and experience. The interviews will be conducted the first week of March.

Board of Adjustment (BOA)

The BOA reviewed a variance request for rear setbacks for Barnes Manor Plat 3, which is located on the north end of 64th st on the east side. This lot has unique features as a storm sewer easement runs through the top 1/3 of the lot. The application was approved.

The second agenda item was for a Conditional Use Permit at 6901 Center. The application was to run a used car lot at this location. The application was approved subject to conditions.

Planning and Zoning Commission (PZC)

PZC met to discuss the sign regulations. After discussion the changes were submitted to legal. Most of the changes were approved and should be wrapped up at the next hearing.

This is a table from the new Request Tracker located on our website. If someone creates an account they will receive emails on the status of their complaint. It is an excellent tool for tracking and maintaining code complaints.

Code Items							
Request Type	1/27/2018 - 2/27/2018					As of 2/27/2018	
	Total Requests		Average Requests Per Day		Avg. Time to Close a Request (hours)	Summary	
	Submitted	Closed	Submitted	Closed		Open	Closed
Abandoned / inoperable motor vehicles on private property	2	1	0.062	0.031	217	1	3
Dead or diseased trees	0	0	0	0	0	0	4
Illegal use of property or business	0	0	0	0	0	0	1
Nuisance or junk / debris / garbage	2	1	0.062	0.031	186	2	11
Other	2	2	0.062	0.062	215.5	0	6
Records Request	0	0	0	0	0	0	1
Sidewalks in disrepair	0	0	0	0	0	0	0
Signs	0	0	0	0	0	0	2
Snow not cleared from sidewalks or parking areas	0	0	0	0	0	0	8
Tree trimming or tree removal on private property	0	0	0	0	0	0	1
Unsafe building or	0	0	0	0	0	0	1

structure							
Vehicles parked on grass	7	5	0.219	0.156	65.8	2	11
Weeds / tall grass	0	0	0	0	0	0	3
Total:	13	9	0.406	0.281	129.222	5	52

City Clerk Monthly Council Report March 2018

- Attended two staff meetings.
- Prepared council meeting minutes for Regular, Work Session, and Closed Session meetings.
- Completed all bank reconciliations.
- Completed the monthly Treasurer's report.
- Met with Administrator Hansen and BMI to go over billing.
- Attended the Budget Work Session.
- Reviewed AP and provided the Claims lists for Council approval at two meetings.
- Completed the State Budget forms, submitted to Council and the paper for publication.
- Worked on the FY18 Budget Amendment
- Worked on the FY18 Transfers list
- Completed the State Budget Amendment forms for Council review and to set the Public Hearing.
- Worked with Gallagher Representative on Employee benefits changes.
- Submitted paperwork for two terminating employees to all insurance and benefit administrators.
- Attended the monthly Metro Finance Officers lunch meeting.
- Worked to ensure all contracts for the 2018 PCC Patching and HMA projects were completed and sent to Contractors.
- Worked to create a new Public Works time card, work area sheet, and Master payroll timesheet to ensure uniformity in payroll and to account for hours for insurance ratings.
- Reviewed Public Works Director applications and participated in interviews.
- Started working with the Financial Advisor to ensure she has the needed information to complete bond disclosures timely.
- Worked on new pay breakdown/codes for Public Works payroll.

Jeremie Peterson
1010 Prestien Dr. Denver, Iowa 50622

February 12, 2018

Mayor Dave Burgess and City Council Members
1145 66th St
Suite 1
Windsor Heights, IA 50324

RECEIVED

FEB 20 2018

CITY OF WINDSOR HEIGHTS

RE: Speed Camera Violation: 4721700220566

Dear Mayor Dave Burgess and City Council Members,

I am writing to you hoping to find resolution with a speed camera issue. On July 1, 2017, my vehicle was cited for a speeding violation by a speed camera. I tried to follow the procedures provided on the documents sent to me. I responded to each communication within the allotted 30 days and each letter I wrote requested that the violation be dropped or that the city take it to court.

I initially filed for an administrative review since that was the only option on the violation besides paying for it. After that I received a Notice of Determination Administrative review. It said that if I wanted to appeal I needed to send a request to the Windsor Heights PD. I sent a letter requesting an appeal and the Interim Chief, Derek Meyer, responded and said that my appeal could not be accommodated. Then I received a Delinquent Notice of Violation. This one had a phone number on it. I called and navigated the phone tree which got me to the violation processing center and they could only take payment. I called back and finally got to the public safety department, but there was no one there that knew the procedure, so I left a voicemail on Officer Norris's phone. He called me back and told me that there was a specific form that needed to be filled out to request a municipal infraction. He emailed it to me. Up to that point nowhere in all the communications that I was sent was the mention of a specific form nor a method to obtain said form. I sent the form in to

request that my violation be changed to a municipal infraction. Then in early January, I received a letter from Erin Clanton, an attorney for the city. The letter stated that my request for a municipal infraction was denied because I didn't respond within 30 days. I have proof that I responded to each communication within 30 days asking for the city to either drop the violation or sue me. The city has since inappropriately sent this violation to collections. The city needs to comply with its own ordinances. Hiding behind an obfuscated form and bullying citizens into paying the fine is not the right way to govern a city.

I have sent Municipal Collections of America a cease and desist letter because this debt is contested.

I will not be paying the collections agency without a judgement.

I would like to get this issue resolved. Once again, I request that the city drop the violation and all collection activities, or change the violation to a municipal infraction and let the matter be heard by a judge or magistrate.

Thank you for your attention to this matter,

A handwritten signature in black ink, appearing to read "Jeremie Peterson". The signature is fluid and cursive, with a large, stylized initial "J" and "P".

Jeremie Peterson



An AARP Iowa Resolution Concerning 'Public Measure A' in Polk County, Iowa

Whereas the Age-Friendly Greater Des Moines Initiative (AFGDM) is a multi-organizational collaborative effort that helps community leaders to plan and create 'Great Places for All Ages';

Whereas AFGDM research finds that Polk County residents (age 50+) expect cities to invest in neighborhood amenities that result in safer, walkable streets; age-friendly housing and transportation options; ready access to needed services; and opportunities for residents of all ages to participate in community life;

Whereas AFGDM volunteers are engaged with community business, civic and social leaders to mold the goals of neighborhood, city and regional plans with an 'Age-Friendly' lens applied to the built environment, social capital, health services, community supports and communications infrastructure;

Whereas AARP Iowa and Aging Resources of Central Iowa are two of the founding partners, organizational leaders of AFGDM and the initiative's efforts have realized more Age-Friendly and Livable Community assets in Greater Des Moines;

Whereas Polk County residents requested their various city councils to approve a public vote on a 1% local option sales and service tax (LOSST) and residents of Polk County will have an opportunity to vote on Tuesday, March 6;

Whereas revenue from the LOSST will be used by Des Moines and contiguous communities in Polk County for direct property tax reductions (at least 50% of revenues) while providing needed new funding for public projects that advance the ideas of age friendly and livable community ideals such as transportation improvements, park and open spaces improvements, neighborhood improvements including housing renovations, improved public safety; and

Whereas most Iowa residents and visitors to the state are paying LOSST as the tax is collected in 97 of 99 Iowa counties with only Polk and Johnson county voters yet to approve the tax; now, therefore, be it

Resolved, that the AARP Iowa Executive Council (EC), meeting on February 13, 2018:

1. believes the residents of Polk County should embrace the vision, goals and objectives of AFGDM;
2. believes the collaborating organizations of AFGDM should join AARP Iowa and Aging Resources of Central Iowa to educate and inform the public regarding the support of age friendly and livable community ideals that would be advanced through the use of revenue as described in Public Measure A;
3. believes the residents of Polk County should become knowledgeable about Public Measure A and support how revenue generated from LOSST will be used in their community to create 'Great Places for All Ages' and help make Age-Friendly Greater Des Moines a reality;
4. believes Public Measure A should pass on March 6 as the revenue will be used to finance Age-Friendly projects that promise to improve the quality of life for all residents in the county.

Respectfully;

Chuck Betts
AARP Iowa
State President

Kent Sovern
AARP Iowa
State Director

Joel Olah,
Aging Resources of Central Iowa
Executive Director