AGENDA

REGULAR MEETING OF THE WINDSOR HEIGHTS CITY COUNCIL MONDAY, JANUARY 7, 2019 – 6:00 P.M. WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66Th ST

Notice to the Public: Full detail and supporting documents for each item can be found at www.windsorheights.org. If you do not have web /internet access, and would like the supporting documents and information, please call City Hall by noon the day of the meeting. You will need to pick up and pay for your copy by 4:15 p.m. per charges in the City Hall fee schedule. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting.

1. **Call to Order/Roll Call**

2. **Pledge of Allegiance**

3. **Approval of the Agenda**

4. **Presentation on Local Option Sales and Service Tax**

5. **Presentation on Public Safety Analysis by Public Safety Director/Chief of Police Chad McCluskey**

6. **Public Hearing (s)**
   - A. Urban Revitalization Plan
     - i. Public Hearing on Proposed 2018 Windsor Heights Urban Revitalization Area
     - ii. Resolution No.19-0102, A Resolution Stating the Intentions of the City Council with Regard to the Designation of the 2018 Windsor Heights Urban Revitalization Area and the Proposed Plan Therefor
     - iii. Approve First Reading to Ordinance No.19-01 Designating an Area of Windsor Heights, Iowa, as the 2018 Windsor Heights Urban Revitalization Area
   - B. Capital Improvement Plan Fiscal Year 2019/2020 Budget
     - i. Public Hearing
     - ii. Resolution No.19-0103, A Resolution Adopting the Fiscal Year 2019/2020 Capital Improvement Plan
   - C. Fat, Oil and Grease and Industrial Sewer Waste Ordinance Chapters 97 and Chapter 100
     - i. Public Hearing
     - ii. Approve First Reading to Ordinance No. 19-02, Amending Chapters 97 and 100

7. **Public Forum:** This is time set aside for comments from the public on topics of City business other than those listed on the agenda. No action may be taken. Please come to the podium, state your name and address for the record and keep your comments to no more than 5 minutes.

8. **Consent Agenda:** Any item on the Consent Agenda may be removed for separate consideration.
   - A. Approve Minutes of the Regular Council Meeting on December 17, 2018 and Special Council Meeting on January 2, 2019
   - B. Approve Financial Reports for Months of November 2019
   - C. Approve Payment of Cash Disbursements
   - D. Approve Resolution No.19-0104, A Resolution Appointing Member and Alternate Member to the Polk County Emergency Management Commission

E. Approve Resolution No.19-0105, A Resolution Appointing Member and Alternate Member to the Metro Waste Authority

9. **Old Business:**
   A. Update from Bolton & Menk on Project Punch lists
   B. Approve Resolution No.18-1250, A Resolution approving the independent auditor's report for fiscal year ending 2018
   C. Approve Second Reading to Ordinance No. 18-19, Amending Chapter 185 of the Code of Ordinances
   D. Discussion and Appropriate Follow Up on Proposed Amendments to the Koester Development Agreement
      i. Approve Resolution No.18-1253, A Resolution Approving Agreement for Private Development with M TOWN, LLC, Authorizing Annual Appropriation Tax Increment Economic Development Grants thereunder

10. **New Business:**
    A. Approval of Three (3) Mobile Data Terminals from Keltek in the amount of $19,771.16 for the Fire Department
    B. Discussion and Appropriate Follow up on amendments to the Purchasing Policy

11. **Reports: Mayor/Council, Committee, Commission updates**

12. **Adjourn to 6:00 pm on Monday, January 21, 2019, for a Regular Council Meeting at the Council Chambers.**

The agenda was posted on the official bulletin boards and email on January 4, 2019, in compliance with the requirements of the open meetings law.

Council Packet Memo
January 3, 2019

4. LOCAL OPTIONS SALES AND SERVICE TAX (LOSST)

The infographic document and frequently asked questions on Local Options Tax was posted on the city's website. Just click the financial page and please be sure to share the information with your neighbors, colleagues, friends and family members. If you see it posted on Facebook, please share it with your friends on social media as well. Mayor Burgess is the guest speaker for the Chamber's Lunch and Learn on January 30th at the Puerto Rican Restaurant. Also, the Chamber said they will be including articles in the January and February Windsor Heights Living magazines and will do a presentation during the January 21st and February 18th Regular City Council Meetings. The Chamber Board is considering soliciting absentee ballot requests, but they are not sure yet what the extent of that operation will be.

5. PRESENTATION OF PSD ANALYSIS

Please bring your copy of the Public Safety Analysis to the next Council meeting. Public Safety Director/Police Chief Chad McCluskey will present a summary of the Public Safety Department Analysis provided at the last meeting.

6. PUBLIC HEARING (S)

A. i & ii. Public Hearing and Resolution Approving an Urban Revitalization Plan: A public hearing is scheduled for this meeting to receive public comment on the proposed Urban Revitalization Plan (URP). Attached you shall find the draft resolution approving the URP and a draft ordinance approving the Urban Revitalization Area – Map.

B. i & ii. Public Hearing and Resolution approving the Capital Improvement Plan: A public hearing is scheduled for this meeting to receive public comment on the proposed Capital Improvements Plan (CIP). Attached you shall find the draft resolution approving the CIP, the proposed FY 2020-24 CIP, CIP Overview, Budget Timeline, Streets Master Plan, Project Opinions of Probable Costs provided by City Engineers from Bolton & Menk, Des Moines Water Works CIP Summary, CIP $3.00 Debt Levy Target provided by Independent Public Advisors, plan maps per year, and a comprehensive five-year plan map. Staff recommends approval.

C. i & ii Public Hearing and First Reading to an Ordinance Amending Chapters 97 and 100 of the City Code of Ordinances, regarding FOG and Industrial Sewer Waste: Attached you shall a WRA Staff Report, WRA proposed redlined changes to Chapter 97, and a draft of changes to Chapter 100. Staff recommends approving first reading.

9. OLD BUSINESS

A. Update from BMI on Projects Punch List: Attached is a memo from City Engineers from Bolton & Menk. Justin Ernst will be present to answer any questions the Council may have.

B. Approve Resolution Approving the Independent Auditor's Report for Fiscal Year (FY) ending 2018: Marv Berger from Martens & Company provided a memorandum explaining his rationale of including the blended component units; the Windsor Heights Foundation and Fire Fighter's Association. Also attached please find a draft Resolution approving the independent auditor's report for fiscal year ending 2018. Staff recommends approval.

C. Approve Second Reading to an Ordinance amending Chapter 185 of the Code: Attached you shall find a redlined version of the proposed Chapter 185 and the amendments to Chapter 169 to remove the floodplain sections. The Planning and Zoning Commission approved the amendments and maps on November 28th. Staff and the Planning and Zoning Commission recommend giving second reading.

D. and i. Discussion and Appropriate Follow Up on Proposed Amendments to the Koester Development Agreement: Attached you shall find a proposed amendment to the Koester Development Agreement and resolution to approve the amendment. Also included is an email regarding the same from Council Member Loffredo. The proposed timeline was reviewed and approved by the Council Development Committee and the Developer. Both Developers Jonathan Koester and Phillip Vliegar have been invited again to attend the meeting. Staff recommends approval.

10. New Business:

A. Approve Purchase of Three (3) MDT's and Installation by Keltek for the Fire Department in the amount of $19,771.16: Attached you shall find a prepared action form, which includes history, options, and a staff recommendation. Staff recommends approving the purchase of three MDT and installation by Keltek in the amount of $19,771.16.

B. Discussion and Appropriate Follow up on amendments to the Purchasing Policy: Attached you shall find a prepared action form, which includes history, options, and a staff recommendation. Staff recommends approving the amended purchasing policy to include procurement requirements presented by the Federal Emergency Management Agency (FEMA). Christine Burkett from Iowa Homeland Security will be present to address questions of the City Council.

Item#5

WINDSOR HEIGHTS
the heart of it all

Public Safety Workload Analysis

Windsor Heights Police Department
Phone: 515.277.4453

Windsor Heights Fire Department
Phone: 515.279.9450

1133 66th Street
Windsor Heights, Iowa 50323

December, 2018

Public Safety Director E. Chad McCluskey

GOVERNMENT

Dave Burgess, Mayor
Zachary Bales-Henry, Councilman
Threase Harms, Councilwoman
Joseph Jones, Councilman
Mike Jones, Councilman
Mike Loffredo, Councilman

Elizabeth Hansen, City Administrator

Erin M. Clanton / Matthew S. Brick, Brick Gentry P.C. – City Attorney

Travis Cooke – City Clerk
Jessica Vogel – Deputy City Clerk / Communications Specialist
E. Chad McCluskey – Public Safety Director / Chief of Police and Fire Services
Dalton Jacobus – Public Works Director
Sheilah Lizer – Building and Zoning Official
Michele Denkinger – Parks and Recreation Coordinator

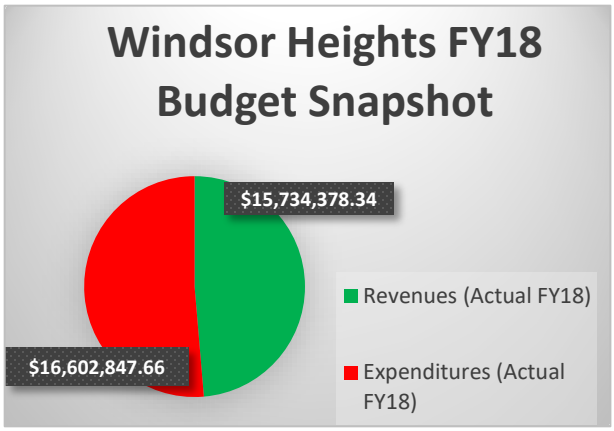
THE COMMUNITY

Incorporated on July 19, 1941, the City of Windsor Heights, Iowa is located in Polk County and the City is part of the Des Moines, Iowa metropolitan area. With a population of approximately 4,860 living in approximately 2,289 households, the City encompasses 1.41 square miles of land with bordering communities including Clive to the west, Des Moines to the east, Urbandale to the north and West Des Moines to the south. The estimated median income for a household is at $55,931, while the median family income for the City of Windsor Heights is estimated at $65,536.

The community enjoys a mix of residential, multifamily and commercial properties. The City is home to the highest grossing WalMart Store in the State of Iowa, which also is the only WalMart store with a main line Des Moines Area Regional Transit (DART / public transportation) stop in the metropolitan area. Next to WalMart is one of two metropolitan Sam's Club's and HyVee has a grocery store in the southwestern part of the City. Other small businesses, restaurants, and services are also present within the City. In addition, the DART hub located in the parking lot of WalMart and Sam's Club is the busiest Metropolitan DART hub outside of the Downtown Des Moines corridor, leading to high influxes of pedestrian and transient traffic.

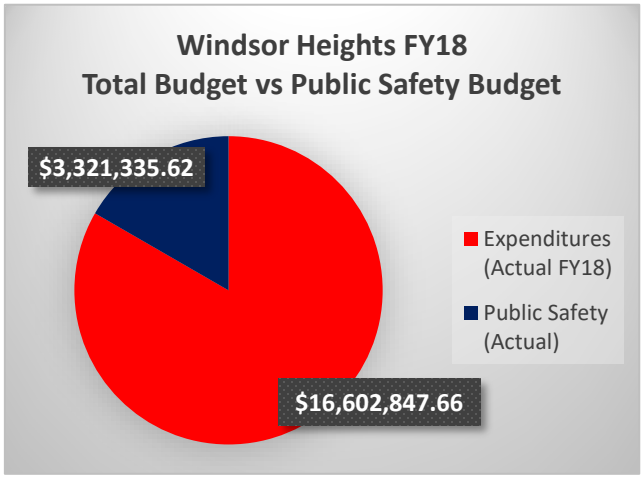
FINANCIAL SNAPSHOT

The City of Windsor Heights operates on a fiscal year of July 1 through June 30. The City levy rate is $16.58088 as of the FY18 budget year (July 1, 2017 through June 30, 2018). As of January 2017, property valuation within the City had risen 9.46% over the previous valuation reported in January, 2016.

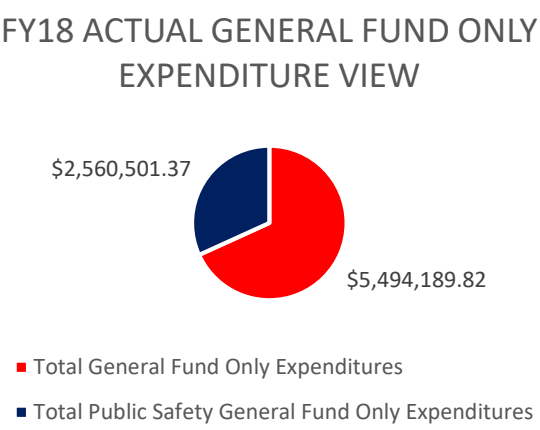


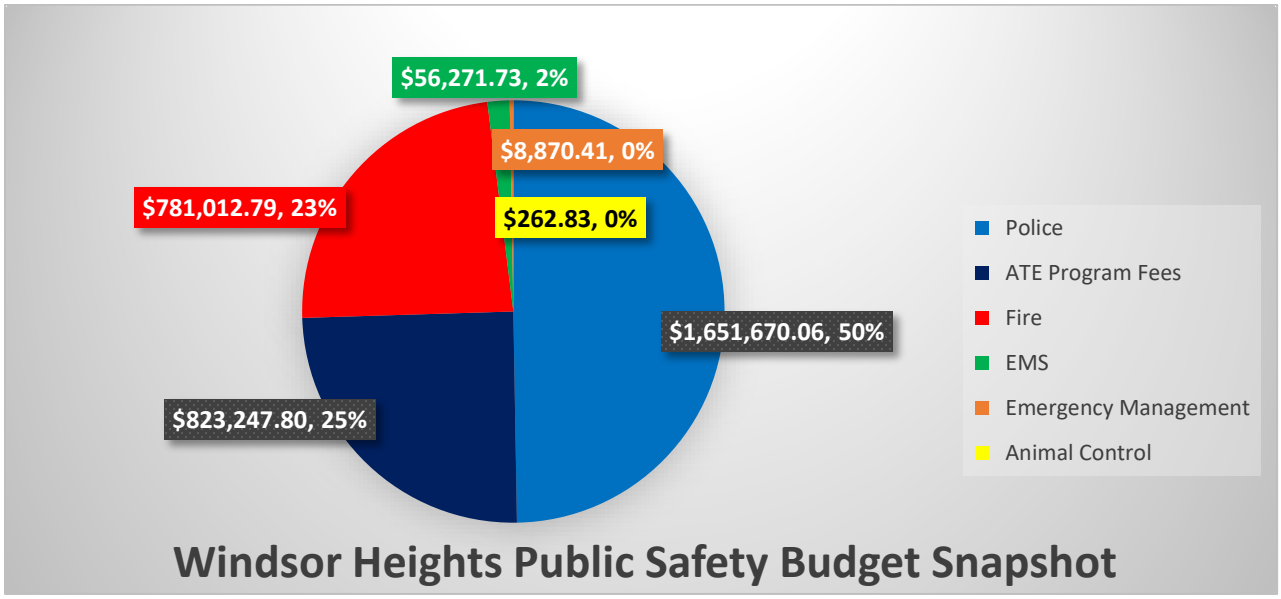
Actual revenues for FY18, ending June 30, 2018 were $15,734,378.34, while actual expenditures for FY18, ending June 30, 2018 were $16,602,847.66.

Actual expenditures for Public Safety (including Police, Fire, EMS, Animal Control, and Emergency Management) for FY18 were $3,321,335.62. Approximately 20% of the City's actual total expenditures for FY18 went towards Public Safety. Windsor Heights is unique in comparison to other communities as no general fund monies are budgeted for Public Works, and most other comparable communities do not expend funds out of their Police Budgets for the Automatic Traffic Enforcement programs – which, in FY18, added an additional $823,247.80 burden to the Police Department fee line item. As a result, all departments funded through the general fund appear to have a higher percentage of the budget than would be present if the Public Works budget was part of the general fund. Furthermore, the Police budget appears at an inflated rate because of the over $800,000.00 in ATE program fees.



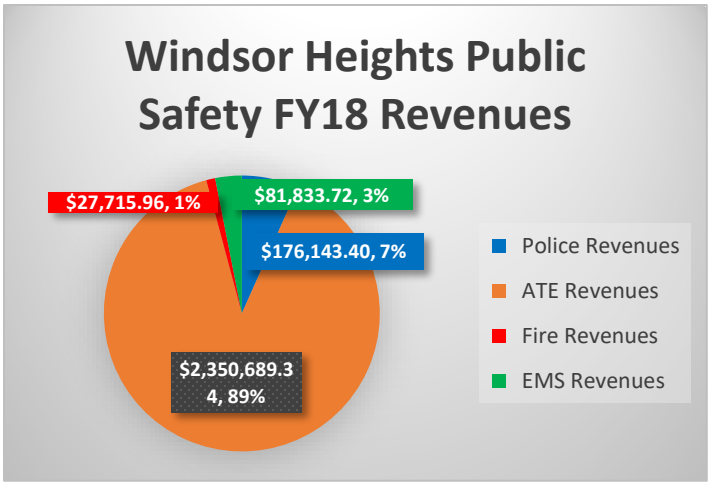
If a review is completed looking at only FY18 actual general fund expenditures, excluding other funds/restricted funds, the City of Windsor Heights had actual general fund expenditures of $5,494,189.82 in FY18. The total actual general fund expenditures for Public Safety totaled $2,560,501.37, or 46.60% of all general fund expenditures. The total actual Public Safety expenditures include $823,247.80 expended for ATE program fees, which if removed from the Police fee line item would result in the total Public Safety impact to the overall general fund budget of 31.62%.





FY18 Public Safety expenses include Police, Fire, EMS, Emergency Management and Animal Control funds, as noted above. The table below illustrates the break down for each fund/department.

Department	Expenditures	% of Public Safety	% of Total Budget
Police	**$1,651,670.06**	**49.73%**	**9.95%**
ATE Program Fees	**$823,247.80**	**24.79%**	**4.96%**
Fire	**$781,012.97**	**23.52%**	**4.70%**
EMS	**56,271.73**	**1.69%**	**0.34%**
Emergency Management	**$8,870.41**	**0.27%**	**0.05%**
Animal Control	**$262.83**	**0.01%**	**0.00%**



Total revenues for FY18, ending June 30, 2018, were $15,734,378.34. The Police Department was responsible for $2,526,832.74 in income, including $2,350,689.34 in revenues from the Automated Traffic Enforcement (ATE) program. While $2,350,378.34 was the actual gross revenue from the ATE program, the program had expenses totaling $823,247.80 – for a net revenue of $1,528,116.50.

In addition, the Fire Department had revenues of $27,715.96 from sources such as rental and commercial inspections. Finally, Ambulance billing resulted in revenues of $81,833.72.

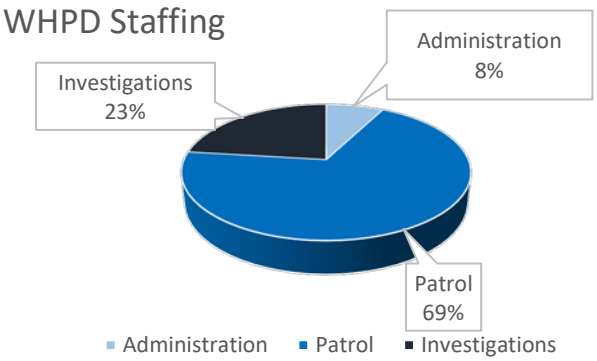
POLICE DEPARTMENT

The Windsor Heights Police Department provides 24-hour, full-service law enforcement coverage to the City of Windsor Heights. The mission of the Police Department is to safeguard the lives and property of those we serve, to reduce the incidence and fear of crime, and to enhance public safety while working with the community to improve their quality of life. The goal of the Police Department is to build strong community partnerships, provide quality and professional policing services to collaborate towards preservation of peace, order, safety, and problem resolution. Police Department personnel are held to the highest of standards of integrity and ethics.

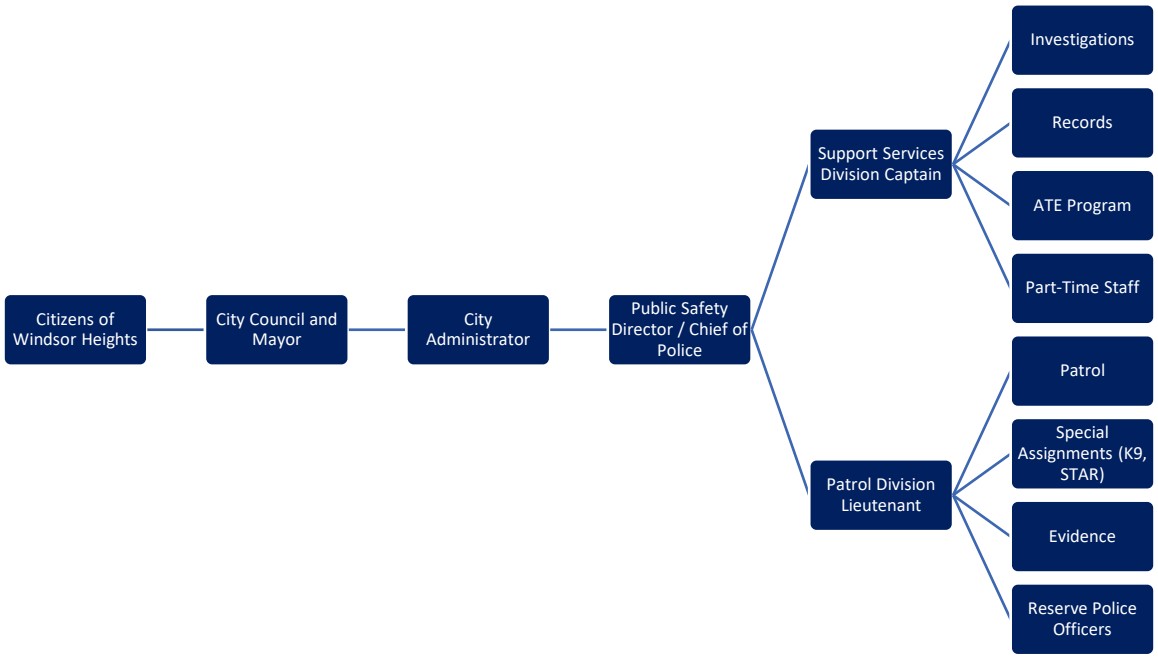
The Police Department has an array of roles within the community. These roles include proactive patrols, targeted patrols, quality of life issue mediation/resolution, reactive responses to crimes and disorder, investigation of crimes, and value-added services such as identification fingerprinting and accident reporting. Officers are likely to be the first contact for those living and visiting our community who encounter any type of problem. Officers mitigate many issues throughout their workday to include mental health issues, substance abuse issues, neighborhood disputes and other non-criminal complaints.

The Windsor Heights Police Department currently employs fourteen full-time staff members, thirteen of which are certified/sworn officers. Two (2) reserve officers also support the department assisting on larger events, such as parades.

PATROL DIVISION



The Patrol Division consists of nine members of the department, including the Patrol Commander, Lieutenant Pearson. The Patrol Division is responsible for education, enforcement, community relations and incident reporting. The Patrol Division comprises 69% of the Police Departments sworn officers. The International City/County Management Association (ICMA) Center for Public Safety Management opines patrol staffing should make up at least 60% of the total number of sworn officers.



CURRENT WINDSOR HIEGHTS POLICE DEPARTMENT ORGANIZATIONAL CHART

Officers below the rank of Lieutenant are members of the Teamsters Local 238 collective bargaining unit and negotiate their contract with the City every three years. The current contract is in effect from July 1, 2017 through June 30, 2020.

Patrol officers currently work a 10-hour shift schedule with set days off. Officers are assigned to one of two "crews" based on their days off. Days off rotations are Monday / Tuesday and Thursday / Friday. In addition, officers are off-duty every other weekend. All officers normally work on Wednesday each week, and Wednesday is typically used as training days to help maintain officer certifications.

WINDSOR HEIGHTS POLICE SCHEDULE

Example Week 1:

Crew	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Work	Work	Work	Off	Off	Off	Off
2	Off	Off	Work	Work	Work	Work	Work

Example Week 2:

Crew	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Work	Work	Work	Off	Off	Work	Work
2	Off	Off	Work	Work	Work	Off	Off

WINDSOR HEIGHTS POLICE SHIFTS

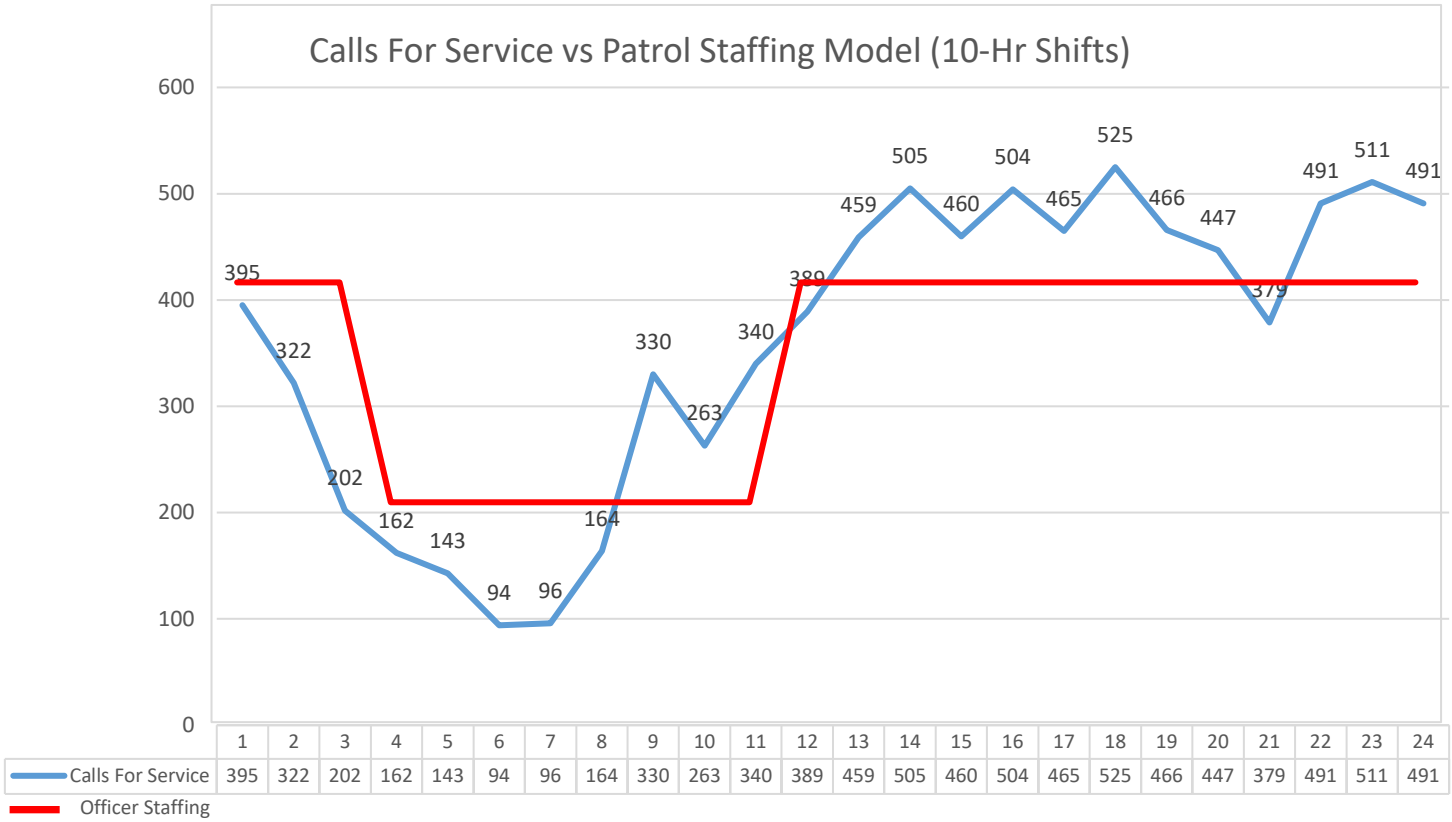
Day Shift (7am – 5pm)			
	Early Swing (11 am – 9pm)		
		Late Swing (5pm – 3am)	
			Night Shift (9pm – 7am)

The current patrol staffing schedule allows the most effective and efficient deployment of current authorized personnel for coverage, however there are still 8 hours of each day when only one officer is on duty (3am – 11am) with the exception of Wednesday. Operations with one officer on-duty pose significant officer safety concerns as outside agencies must be relied upon for any type of assistance/back-up should more than one officer be required on an incident. Adding to the safety concerns, the Windsor Heights Police Department (and Fire Department for that matter) operate on a radio system controlled by Polk County and are dispatched by Polk County. Des Moines has their own radio system and the other three contiguous cities all operate through WESTCOM dispatch. This adds a great deal of risk to our officers as there is no direct communication with our neighboring communities. Furthermore, our neighboring departments cannot scan our channel to potentially hear a need for additional resources, and the flow of information when an officer is requesting additional resources must go through Polk County dispatch to another dispatch center before additional units are sent. Complicating the issue even more, WESTCOM utilizes “closest unit dispatching” and Windsor Heights units are automatically handicapped in responding to help the neighboring communities by a 4-minute delay built into WESTCOM’s dispatching software as a result of not being on the same radio system. Not only is this not ideal, but this is a major safety concern for officers – particularly those on duty from 3am to 7am when no immediate backup is available. After the 7:00 to 8:00 am hour, there is normally someone in investigations or administration that can quickly respond to assist the on-duty patrol officer if needed. Historically, most major incidents and officer-involved shootings are over within seconds, further stressing the need for quick response when needed. The speed at which law enforcement situations turn deadly, added to the theory that officers

lose 50 percent of their strength in the first 30-seconds of a fight, demonstrates the critical necessity of timely backup when necessary.

A duty shift with only one officer on duty also creates a bottleneck in officer's abilities to respond to calls for service. The officer must resolve one call before they can respond to a second call, versus having a second officer who could either respond or break free from one call to respond to a second call for service. The 7am to 11am period of time when the shifts run with only one officer encompass morning rush hour traffic and the pre-school period for local elementary schools. Not having two officers on duty also severely limits the ability of the department to provide proactive policing strategies during staffing shortages.

The department has done a good job of allocation of resources based on call load under the current staffing model. As shown in the graph below, resources (red line) closely mirror the calls for service trend (blue line) throughout the FY18 timeframe. It is critical to note, while staffing graph mirrors calls for service trends, there is only one or two officers on duty at any given time with the exception of Wednesday. Also important to note is call volume tends to increase starting at the 7:00 to 8:00 am hours and steadily rises through mid-afternoon.



	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Calls For Service	395	322	202	162	143	94	96	164	330	263	340	389	459	505	460	504	465	525	466	447	379	491	511	491
Officer Staffing																								

An equally important component is the need to calculate staffing relief into any analysis of workload. Staffing relief, according to Citygate Associates, LLC management consultants, who have completed several comprehensive services and delivery reviews of police departments across the United States, is a term that describes the number of

personnel it takes to provide coverage for a scheduled position or deployment[i]. This staffing relief calculation considers necessary staffing to account for vacation, sick leave, training, and work-related injuries. Citygate does note the actual time needed for each agency may vary dependent upon actual leave allocations, utilization, injuries and training. Citygate cites, at a minimum, it takes 5.25 full time equivalents (FTE's), for a single officer to be staffed 24/7/365. Based on this formula, 10.5 FTE's would be required to staff two officers on each shift. Windsor Heights Police Department currently has 8 officers assigned to patrol duties, indicating an additional three officers would be necessary to staff 2 officers on a 24/7/365 basis.

The Washington State Auditor's Office lead initiative, the Local Government Performance Center, issued a report in October of 2012 entitled "*Calculating Staffing Needs using the Relief Factor Method: Determining the amount of staffing resources needed to cover a staffing post."* This report, prepared by FLT Consulting, Inc. provides a guide for staffing one police officer "post" 24/7/365. This method utilizes a formula based on determining the amount of coverage needed compared to amount of available staff time. The report averages various leave at 18.4% per year, including jury duty, sick leave, vacation, military, bereavement, FMLA, disability, leave without pay, training absences (include new hire training), mandatory in-service training, optional training, and vacancy hours. Based on 24-hours coverage and calculating 10-hour shifts, this formula would equate to 4.13 FTE's necessary, *on average*, to cover a single 24-hour day. It is important to note FTE's cannot be split into percentages, so any number over a whole number would equate to an additional FTE necessity. In this calculation, we would need five officers per day for 24-hour coverage, which would indicate a need for 10 officers in patrol (5 per crew). Currently, we staff eight officers assigned to patrol duties and this model indicates the need for two additional FTE's in patrol. The Patrol Commander is not assigned to a patrol shift, and therefore not included in these calculations, as he provides administrative supervision over the patrol officers.

During FY18 (July 1, 2017 through June 30, 2018), the Patrol Division handled 8,603 calls for service. 2,652 of those calls were traffic stops, which accounted for 30.83% of the total Patrol calls for service. Of the remaining 5,951 calls for service, the top five highest classifications included building checks, citizen requests to speak with an officer, assist officers/agencies, suspicious characters/circumstances, and traffic accidents. These top five classifications were closely followed, in call volumes, buy disturbance and shoplifting calls.

During FY18, officers spent a total of 4,533 hours and 32 minutes assigned to calls, with the average call requiring 41 minutes to resolve. In a 365-day year, there are a total of 8,760 hours (24 hours multiplied by 365 days), so officers were committed 51.75% of the available time throughout FY18. Traffic stops accounted for 1018 hours and 23 minutes in FY18, or 11.62% of an officer's total available time. If traffic stops are removed from the overall time calculations, officers were still committed for a total of 3515 hours and 9 minutes, or 40.13% of the total available hours in a year.

The following pages include a list of calls by type, the total number of each type of call, the average time spent on each type of call, and the total time spent on each call type through FY18.

Call Type	Total # of Calls	Avg Time Expended	Total Time Expended
ABANDONED VEHICLE	48	0:21	16:59
ACCIDENT	296	0:40	199:22
ALARM SILENT	6	0:07	0:46
ANIMAL CALL	256	0:34	148:47
ASSAULT	17	0:32	9:13
ASSIST OFFICER/AGENCY	474	0:30	237:07
ATTEMPT TO LOCATE	14	4:04	57:01
AUDIBLE ALARM	63	0:12	13:22
BAR CHECK	31	0:06	3:35
BROADCAST	38	0:38	24:40
BUILDING CHECK	513	0:07	68:12
BURGLARY	63	0:49	52:16
CHASE OR PURSUIT	7	0:13	1:33
CHILD IN NEED OF ASSISTANCE (CHINA)	22	0:15	5:34
CIVIL CASE	2	0:17	0:34
COMMERCIAL FIRE	42	0:21	14:58
CONTROLLED BURN	1	0:06	0:06
DEBRIS IN ROADWAY	31	0:18	9:48
DISPUTE/DISAGREEMENT	194	0:34	110:56
DOMESTIC	97	0:46	75:01
DPQ	68	0:14	16:37
DRIVEBY SHOOTING	1	0:19	0:19
FIGHT	17	0:42	12:09
FOLLOW UP	155	0:27	71:17
FRAUD	66	0:44	49:24
GUNSHOTS	7	0:17	2:03
HARASSMENT	30	0:49	24:41
HAZMAT ASSIGNMENT	10	0:29	4:52
HIT & RUN	52	0:45	39:21
IDENT TRIP	144	0:14	34:41
ILLEGAL DUMPING	3	0:14	0:43
ILLEGAL PARKING	217	0:11	41:50
IMPOUND RELEASE	7	0:23	2:45
INCOMPLETE 911 CALL	94	0:11	18:30
INDECENT EXPOSURE	1	0:00	0:00
INFORMATION	105	5:32	581:47
INTOXICATED PERSON	20	0:47	15:54
INVESTIGATION ASSIGNMENT	13	0:42	9:12
KNOCK AND TALK	1	0:17	0:17
LARCENY MOTOR VEHICLE	13	0:39	8:35
LOST PROPERTY	7	0:29	3:28
MENTAL PROBLEM	12	0:48	9:38
MESSAGE	490	0:24	203:32
MISCELLANEOUS TRIP	241	0:22	90:58
MISSING PERSON	14	0:33	7:54
NARCOTIC ACTIVITY	29	0:33	16:09
NULL	9	0:55	8:15
OFFICER EMERGENCY	1	0:03	0:03
OPEN DOOR	14	0:12	3:01
OWI	11	1:12	13:21

PERSON DOWN	1	0:01	0:01
PUBLIC ASSIST	209	0:26	90:54
PUBLIC WORKS INFORMATION	21	5:17	111:05
RADAR SETUP	10	0:20	3:29
RECKLESS DRIVER(S)	64	0:26	28:09
RECOVERED/FOUND PROPERTY	46	0:36	28:13
RESCUE ASSIGNMENT	1	1:52	1:52
RESIDENTAL FIRE	14	0:33	7:48
ROADS HAZARDOUS/BLOCKED	15	0:52	13:12
ROBBERY	10	1:02	10:29
RUNAWAY	16	1:13	19:28
SEARCH WARRANT	1	0:04	0:04
SEXUAL ASSAULT	8	0:37	4:57
SHOOTING	3	0:18	0:54
SHOPLIFTER	204	1:10	239:38
SPECIAL WATCH	92	0:19	29:30
STAB/GUNSHOOT - OVERRIDE	2	0:06	0:13
STALLED VEHICLE	181	0:17	51:49
STILL ASSIGNMENT	14	1:13	17:12
STRUCTURE - FIRE	1	0:31	0:31
SUICIDE	22	1:05	23:55
SUSPICIOUS	465	0:22	177:52
TEST EVENT	6	0:00	0:03
THEFT	149	0:56	139:17
THREATS	10	0:52	8:46
TRAFFIC SIGNAL PROBLEM	18	1:06	19:55
TRAFFIC STOP	2652	0:23	1018:23
TRANSPORT	10	0:55	9:19
TRESPASS	18	0:39	11:54
UNKNOWN PROBLEM	44	0:39	9:47
VANDALISM	28	0:37	17:21
VEH IN DITCH DUE TO ROADS	4	2:03	8:14
VEHICLE UNLOCK	19	0:15	4:53
WANTED PERSON	48	0:41	33:30
WELFARE CHECK	130	0:22	49:49
WIRES DOWN - ELECTRICAL HAZARD	10	0:09	1:39
	8603	**0:41**	**4533:32**

Some analysts discuss dispatched calls for service versus officer initiated traffic stops, whether those traffic stops are “optional” activity, and whether traffic stops should be counted in any type of analysis. Traffic stops are a critical component of proactive policing and community caretaking functions. Numerous reports of reckless drivers and speeding come into the Police Department from our citizens regularly, and citizens demand attention to these issues. Officers spend time monitoring these areas and then initiate traffic stops based, in part, on these complaints. Many traffic stops result from dispatched calls for service, such as impaired drivers and suspects to other crimes (i.e. shoplifting and disturbances). Officers can create unnecessary liability to the City for not acting when they see some traffic violations, such as an apparent impaired driver. If that driver were to be involved in an accident and injure someone, the question will arise surrounding why the officer did not act prior to the accident. Similarly, numerous high-profile cases have been solved as a result of a seemingly minor traffic offense. For example, Timothy McVeigh, the 1995 Oklahoma City Bombing suspect, was apprehended as the result of a traffic stop initiated by the Oklahoma Highway Patrol related to a tag violation.

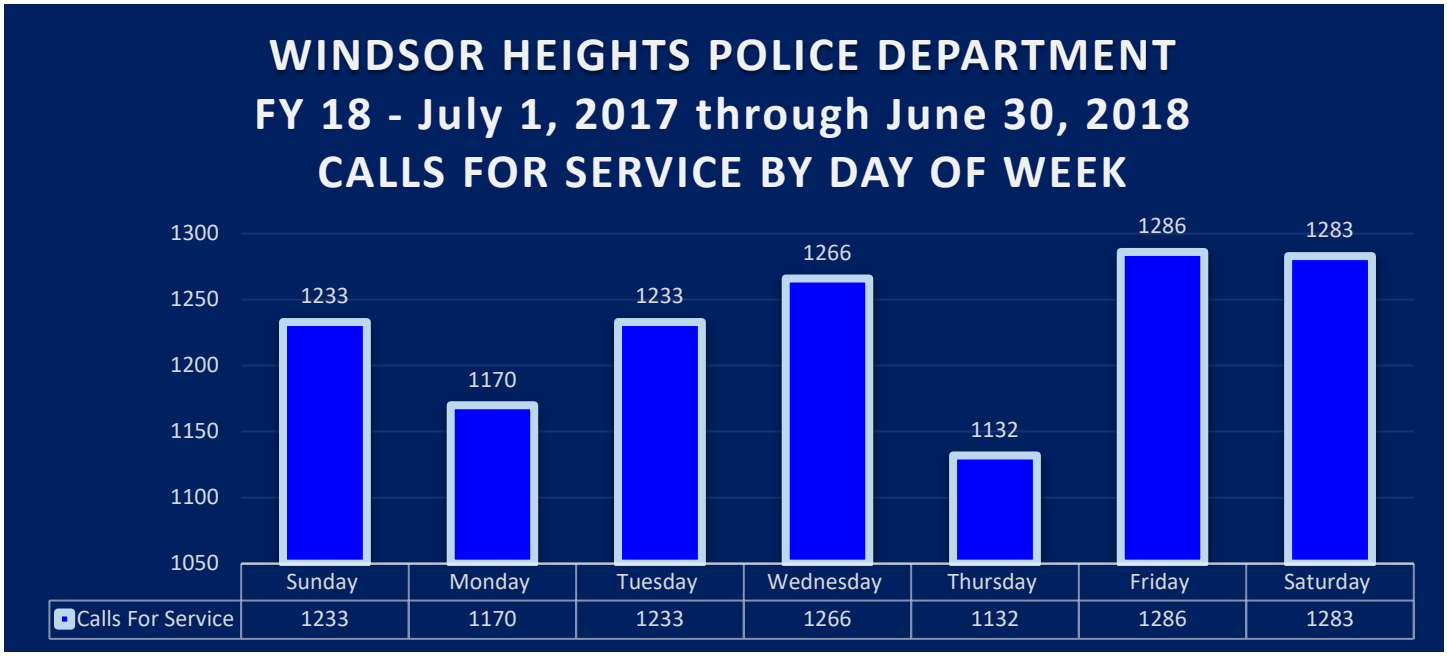
Unbeknownst to the Oklahoma State Trooper who initiated the stop, McVeigh would later be identified as the suspect and he was already in custody on traffic charges and a charge of illegal possession of a firearm located during the traffic stop.

Currently, just under one-third, 30.83%, of the Windsor Heights Police Department activity is generated by traffic stops. The stops account for many arrests related to various criminal activity, including OWI, narcotics, and stolen property. A rash of burglary cases plaguing the City in August, 2018 were solved as the result of a traffic stop – leading to the arrest of several juvenile suspects. This activity is just as important to maintaining a safe community as responding to calls for service in only a reactive mode.

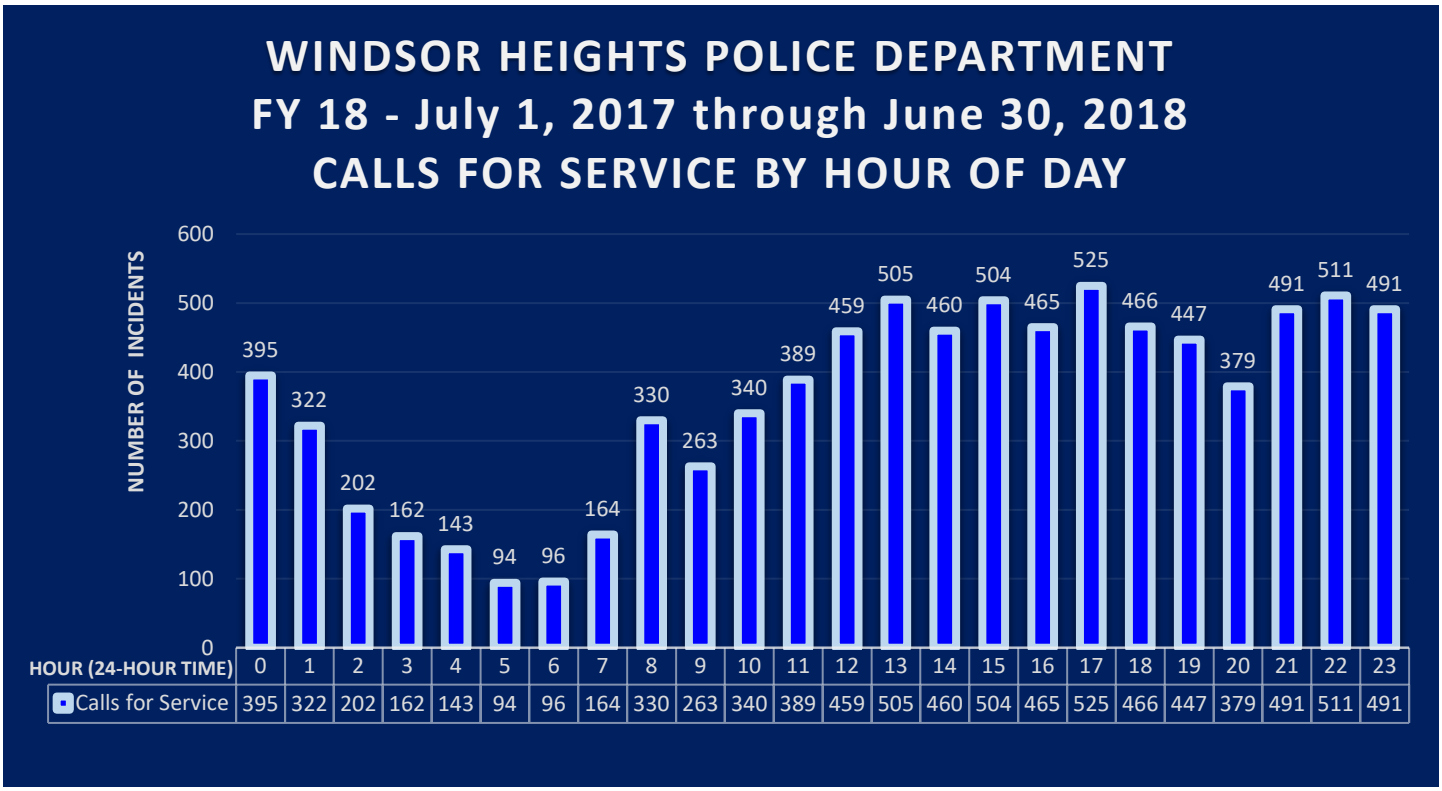
The busiest month for patrol related calls was June, and the busiest day of the week for patrol related incidents was Friday, closely followed by Saturday. Busiest times for patrol related incidents were during the 1:00 pm to 11:00 pm timeframe, with the highest number of calls during the 5:00 pm hour.

PATROL INCIDENTS BY MONTH

PATROL INCIDENTS BY DAY OF WEEK



PATROL INCIDENTS BY HOUR OF DAY



The International City/County Managers Association (ICMA) Center for Public Safety Management (CPM) developed the "Rule of 60," which was alluded to earlier in this publication. The "Rule of 60" consists of two components. The first component, discussed on page 5 of this study, maintains that 60 percent of the sworn officers in a police department should be dedicated to patrol functions. The second component to the "Rule of 60" maintains that no more than 60 percent of patrol time should be "saturated" by workload demands from the community. In other words, ICMA CPM suggests that no more than 60 percent of available patrol officer time be spent responding to the service demands of the community. The remaining 40 percent of the time is the discretionary time for officers to be available to address community problems and be available for serious emergencies. Important to note, the "Rule of 60" patrol deployment does not mean the remaining 40 percent of time is downtime or break time. It is only a reflection of the point at which patrol officer time is saturated by calls for service[ii].

According to ICMA CPM, the ratio of dedicated time compared to discretionary time is referred to as the saturation index. ICMA offers patrol staffing is optimally deployed when the saturation index is slightly less than 60 percent. When the saturation index exceeds 60 percent, patrol manpower is largely reactive and overburdened with calls for service and workload demands. Conversely, when saturation index levels fall much lower than 60 percent, patrol resources may be underutilized and this could signal an opportunity for reduction in patrol resources or reallocation of police personnel.

ICMA warns against interpreting the saturation index too narrowly, however. Assumptions indicating saturation indices can never exceed 60 percent at any time during the day, or that in any given hour no more than 60 percent of the officer's time be committed to calls for service should not be made. Changes should be examined when saturation index levels are at, or exceed, 60 percent for substantial periods of a given shift or at isolated and specific times during the day.

Most public safety workload analysis studies examine average time officers spent on calls during two, separate time frames. Typically, these studies look at workloads during winter months and during summer months. For this workload analysis, the months of July – August, 2017 (62 days) were compared with the months of January – February, 2018 (59 days) for the two cycles.

On average, during the summer months, officers spent 47 minutes on 1,539 total calls for service. During the winter months, officers spent an average of 45 minutes on 1,346 total calls for service. The time committed to calls for service during summer months accounted for 46.84% of available time, while time committed to calls for service during the winter months accounted for 63.00%. These times are calculated from the time the officer arrived on scene to the time the officer notified dispatch they cleared the call. These numbers typically do not include time spent writing reports for cases, as officers routinely clear calls and complete paperwork during periods when call loads decrease.

Noteworthy in the metrics mentioned above is the fact these metrics only include the initial, single officer dispatched to the call for service. Many call types require response of more than one officer, including calls such as OWI arrests, domestic violence incidents, robbery calls, etc. Due to the limitations of the Polk County 9-1-1 Computer Aided Dispatching (CAD) system, accurately accounting for the time expended by the second officer on such calls is difficult. We were able to identify 2,045 of the 8,603 calls for service noted on page 10 where multiple officers were required to respond. This accounts for approximately 24% of the calls requiring two or more officers, however developing accurate times to include in the following formulas was not possible. If accurate tracking were possible, those numbers would only lead to an increase in the officers committed time further highlighting the need for additional personnel to support the mission of the Windsor Heights Police Department.

Based on the data from FY18, officers committed time exceed the recommendation of the Center for Public Safety Management during the winter month comparison, although the overall and summer comparison were within the recommended guidelines. Worth noting, again, is while the overall average percentage of time committed falls below the 60% CPM guidelines, one can see how these numbers easily jump over the 60% mark at current staffing levels by examining the two winter months included in the data. The fact that 8-hours of each day is staffed by only one patrol officer cannot be over emphasized when reviewing the efficiency of the department.

Finally, a third formula explored in this study was developed by the International Association of Chiefs of Police (IACP)[iii]. This formula has been applied throughout the United States and has been found to be very reliable in determining proper staffing needs of police departments. This formula uses an average of 45-minutes to complete a call for service, which - as noted above - is in line with actual average times for the Windsor Heights Police Department to resolve calls for service. The formula further takes into account the amount of time an officer is actually available for duty by averaging days off, holidays, vacation, sick time, etc. The formula also assumes that one-third of a police officer's time should be utilized handling calls for service, one-third of an officer's time should be spent on administrative duties, and one-third of an officer's time should be dedicated to proactive patrol, crime prevention and community relations.

To calculate the staffing needs of an agency using the IACP formula, the first step requires a determination of the number of calls for service in a year. The Windsor Heights Police Department fielded 8,603 calls for service during the calendar year 2017, as discussed above. The second step of this formula involves multiplying the total number of calls for service by the 0.75 (45 minutes), resulting in a total of 6,452.25. The third step calls for the 6,452.25 to be multiplied by 3 to add a buffer and time for preventative patrols. The total then realized is 19,356.75. Step 4, in the IACP formula, involves dividing the product by 3,650 – the number of hours necessary to staff one basic, one officer patrol unit for one year (10 hours x 365 days = 3,650) – resulting in a figure of 5.30.

Based on the IACP formula, it takes 5.30 patrol elements to handle the estimated 8,603 incidents for calendar year 2017. Since officers do not work every day of the year without any time off, we must determine the actual amount of time an officer is on duty. This will result in the number of officers required to staff patrol. For this calculation, an average of 1992 working hours per officer is utilized. This number subtracts vacation, sick leave, and other types of time off. Subtracting the 1,992 working hours from the available 3,650 hours required to staff one patrol position, leaves 1,658 hours of actual available duty time. Dividing the 1,658 actual available duty time by 3,650 of total required time reveals 2.20 officers are required to fill each patrol position for 24/7 coverage. By multiplying the availability factor of 2.20 by the number of patrol elements required, you have the number of patrol officers needed to adequately staff the department on a 24/7/365 basis. This formula suggests 11.66, or 12 since we cannot split officers into fractions, are needed to adequately staff patrol. As a reminder, currently there are 8 officers assigned to patrol, excluding the Patrol Commander. To adequately staff the Patrol Division according to the IACP formula, an additional four (4) officers would need to be added to the department.

It is clear, regardless of which version of staffing calculations are used, the department is understaffed in patrol by a minimum of two officers, with an additional four officers needed to adequately staff all shifts on patrol. The staffing calculations utilized are not impacted by the normal daily work schedule (i.e. 12-hour shifts versus 10-hour shifts versus 8-hour shifts) of the officers, but rather are raw data driven decision points based on calls for service. Equally significant is the fact the data in the calculations is based on officers handling one call at a time, without the community waiting for an officer to respond to their issue based on the officer being committed to another call. We frequently “stack” calls for service, where officers prioritize one call over another causing a citizen in need to wait on the officer to clear another call. This leads to frustration on the part of the citizen as they may be trying to report a fraud, for instance, before going to an appointment or trying to beat rush hour traffic. Also important to note, the IACP formula examines only patrol officers needed and does not address support services, investigations, or administration. The two reserve officers are also not included in the calculations as reserve officers have fulltime jobs, unrelated to law enforcement, and typically are only available to assist with planned events. Reserve officers occasionally ride along with fulltime officers, but the coverage is sporadic at best and does not offer any sustainable relief for career personnel.

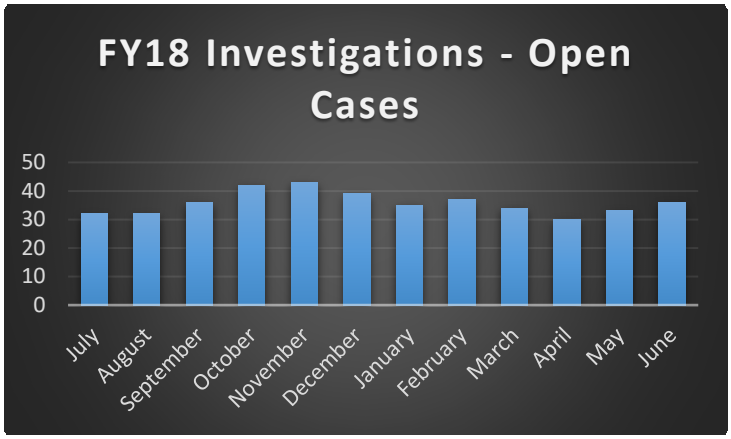
Further highlighting the need for additional personnel in the Patrol Division is the cost of overtime the department experiences as a result of officers having to cover shifts. While annual numbers are not available, for the first four months of FY18 (July – October, 2018), 42% of all overtime was attributed to officers covering patrol shifts. In the first four months of FY18, nearly $12,000.00 was spent on overtime to cover shifts due to vacations, sick leave, training, or other absences. Overtime could be significantly reduced by properly staffing patrol shifts and alleviating the need for officers to scramble to fill shifts ensuring coverage for the community.

POLICE DEPARTMENT - SUPPORT SERVICES DIVISION

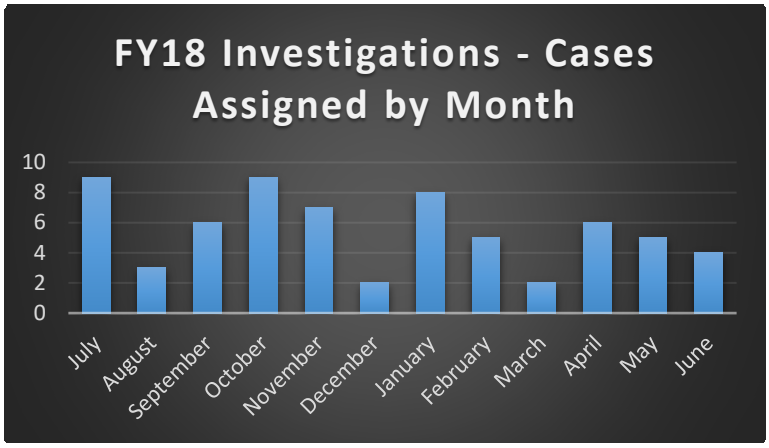
Three members of the department are currently assigned to the Support Services Division, including the Support Services Commander Captain Meyer. The Support Services Division is responsible for criminal investigations, case follow-up, providing support for the Patrol Division, management of the Automated Traffic Enforcement (ATE) project, and acting as liaisons between the Windsor Heights Police Department and other agencies, including prosecutors. This list is not inclusive of all duties of the Support Services Division, but rather gives insight into the primary tasks this division undertakes regularly.

Two of the members assigned to Support Services are investigators who follow-up on open cases, respond to assist patrol with calls for service, cover patrol shifts during staffing shortages and approve ATE violations. The two investigators rotate serving as a point of contact for after-hour needs so an investigator is always available to assist with investigations. Investigators are regularly called out to assist with death investigations, complex investigations, criminal follow-up, and search warrant preparation and service.

During the FY18 fiscal year, investigations was responsible for 314 hours of patrol coverage during periods of staffing shortages. This number does not represent the time investigations spent as a backup officer, but rather actual time spent as the primary officer for the City.



Investigations averaged 36 cases open per month, with an additional 6 cases assigned to investigations, on average, each month. Throughout the FY18 year, investigations cleared an average of 9 cases per month and another 3 cases per month were classified as inactive due to a lack of information to continue follow-up.



In addition to covering patrol shortages and assisting with follow-up and complex investigations, the two investigators are the primary personnel assigned to review ATE violations. Four patrol officers are also trained to review violations, and two of those assist with reviewing violations during their shifts. Most calls related to ATE violations are received

during business hours and the two investigators currently field those calls as well. Each of the 44,842 ATE citations issued in 2017 were reviewed by a sworn officer prior to the citation being issued to ensure validity. A significant number of staff hours are expended on reviewing the ATE violations, and those hours are not included in the statistics above as prior to June of 2018, those times were not tracked.

Captain Meyer, the Support Services Division Commander, is responsible for supervision of the investigators as well as the department records clerk. Captain Meyer is part of the department command staff and acts as the duty Chief in the absence of the Public Safety Director. Additionally, Captain Meyer performs the majority of the information technology functions concerning networking, computer operation, problem solving, and hardware updates for the entire City infrastructure.

The department currently has one records clerk. In the recent past, two records clerks were present and the reduction of one has placed a huge burden on the records sections. The records clerk is responsible for answering the main department phone lines, assisting citizens who come into the Public Safety building during business hours, data entry of all cases and citations issued by Police Officers, data entry related to court dispositions and subpoenas for witness testimony, and acting as an office manager for the department. As a result of staffing only one records clerk, data entry of cases, arrests, and citations has fallen behind due to the records clerk not having the ability to keep up with all the duties previously completed by two personnel. In addition, when the records clerk is absent, or on vacation, sworn staff and command staff must fill in to ensure those who come to the police department for various reasons (copies of reports, fingerprints, paying fines, etc.) are serviced in an efficient and effective manner – stretching already stressed resources even further. Time spent on these tasks were not being tracked in the past and are not part of the above committed time matrix provided in this report.

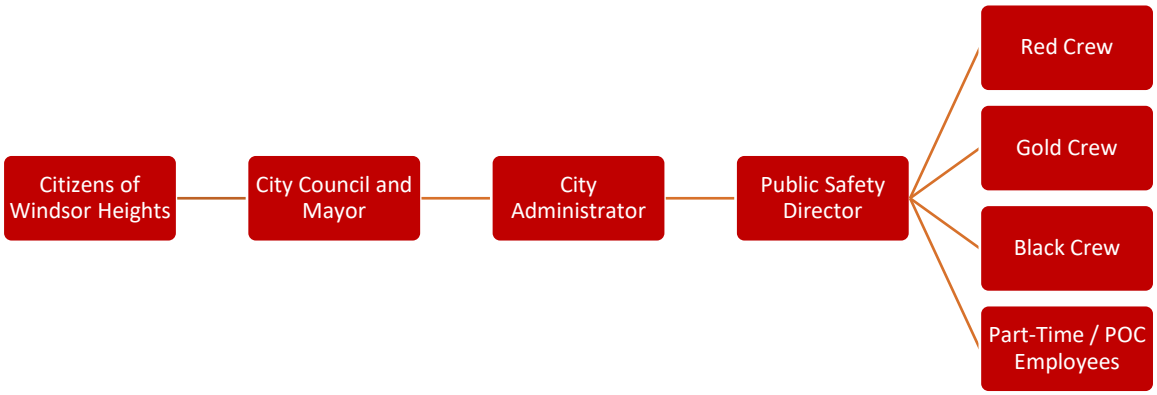
RECOMMENDATIONS – POLICE DEPARTMENT:

1. As outlined using multiple studies above, the Windsor Heights Police Department is understaffed by a minimum of two officers. As a result of this study, it is recommended the fourteenth (14th) sworn position that was authorized in FY17 be reinstituted and that position be filled as soon as possible. A significant part of the cost associated with this position would be offset by the reduction in overtime. A fifteenth (15th) position needs to be part of a short-term plan to bring staffing levels to the minimum suggested by the research.

2. A second records clerk position needs to be filled as soon as possible to help with efficiency and alleviate the workload on the current records clerk. While this position is part of the budget amendment for FY18, the position is only funded through June 30, 2019 and this position needs to be a permanent position going forward.

FIRE DEPARTMENT

The Windsor Heights Fire Department provides 24-hour, fire and ambulance coverage to the City of Windsor Heights, meeting the requirements of Iowa Code 364.16. The mission of the Windsor Heights Fire Department is to improve the quality of life and safety of our citizens by providing the highest level of customer service through Fire Prevention, Community Risk Reduction, Emergency Response, and Training. The goal of the Fire Department is to prevent incidents of fire within the community, respond to those in need of medical and fire assistance, and continue striving to maintain the exceptional Insurance Service Office rating the City enjoys which translates to lower insurance rates for our residents.



CURRENT WINDSOR HEIGHTS FIRE DEPARTMENT ORGANIZATIONAL CHART

The Fire Department serves many roles within the community. These roles include responding to medical emergencies, responding to fire emergencies, performing life safety inspections on rental properties throughout the City, performing inspections on commercial properties throughout the community, and conducting fire education and prevention activities.

The Windsor Heights Fire Department currently employs five full-time staff members, two of which are certified as Paramedics and three of which are certified as Emergency Medical Technicians (EMT's). It is critical to note Paramedic level certified personnel can administer medication to those in need and perform advanced life support measures where EMT's cannot. With the aging population, injuries are more common and, in order to effectively treat many injuries, a Paramedic must be on site. For example, a fall victim who fractures their hip will likely experience excruciating pain. If a Paramedic is not on scene, no pain medication can be given to help alleviate the pain. In addition to the pain, the person could experience more severe medical problems, such as shock, if not properly treated. These examples highlight the need to staff full-time Paramedic certified personnel on all three Fire Department shifts.

In addition to the five full-time staff members, the Fire Department currently has fourteen part-time staff members, six of which are Paramedic level certified. Part-time staff members help cover gaps in scheduling. Due to the reduction of one Paramedic recently, the Fire Department has relied heavily on the Part-time staff members to ensure maintained Paramedic coverage. Also important to note, Part-time staff members have full-time jobs with other organizations and relying on them for regular shift coverage is not sustainable.

Finally, the Fire Department enjoys the assistance of fifteen paid-on-call staff members. These members are all trained to a level of Firefighter I and Firefighter II in-house, by our personnel, at a significant cost savings to the community versus paying for training. These personnel respond to calls for service and support the full-time and part-time cadre of personnel to ensure the Fire Department is able to function effectively and efficiently. Paid-on-call staff are paid based on their response to individual calls and they are paid for training time. Paid-on-call staff members rate of pay is based on the certifications each member holds.

Currently, the Windsor Heights Fire Department is staffed by one (1) Paramedic and one (1) EMT on two of three 24-hour shifts. The other 24-hour shift is staffed by a full-time EMT only, with part-time and paid-on-call personnel covering staffing needs on the third shift. In addition, during daytime hours, the Windsor Heights Fire Department has one (1) additional part-time member on duty the majority of the time for a total staff on-duty of three (3) per day.

The full-time staffing model for the Windsor Heights Fire Department should be more centered around Ambulance/EMS care or coverage than around actual firefighting coverage due to the incidents of EMS runs versus actual fire calls. A minimum of two personnel are necessary to operate the Ambulance. One person is required to drive the ambulance and a minimum of one more person is required for cases where the patient requires transportation to a medical facility. Operating with less than two members on-duty is not sufficient nor practical.

In contrast, the call loads and call types do not support a third position being filled 24-hours per day. While a minimum of three people are necessary for actual firefighting operations, the number of actual fires do not support three full-time personnel on a regular basis. In the case of an actual fire, automatic mutual aid is part of a standard response, and call back of personnel is in place to affect more resources for the incident. While these resources are not at the station when the call comes in, they can be deployed to the scene within a reasonable amount of time.

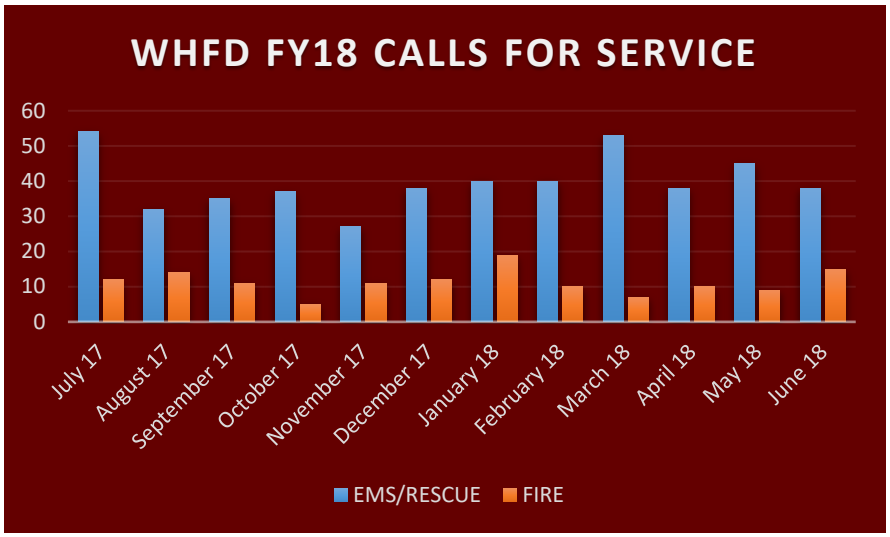
Another consideration for additional staffing stems from multiple calls for service taking place at the same time. During the FY18 (July 1, 2017 through June 30, 2018) timeframe, there were seventeen (17) occurrences where two simultaneous incidents occurred during the same period of time, accounting for less than 3% of all incidents requiring a Fire Department response. Three (3) occurrences resulted in three or more simultaneous incidents occurring during the same period, a total of less than 0.50% of all incidents. During the FY18 timeframe, $130,135.07 was expended on part-time employees from the Fire and Ambulance/EMS budgets. This number could be reduced by staffing the third full-time paramedic and adjusting the number of hours part-time personnel are required to cover full-time shifts. This number will not be completely eliminated, as the part-time and paid-on-call personnel are critical to help with coverage from vacation, training, sick leave, etc., as well as necessary part-time and paid-on-call training expenses.

National Fire Protection Association (NFPA) Code 1720 sets the standards for the minimum requirements relating to the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by volunteer and combination (career and volunteer) fire departments. The City of Windsor Heights population density is estimated at 3,447 residents per square mile and NFPA 1720 categorizes this density as “Urban.”

To meet NFPA 1720 requirements, a minimum of fifteen (15) staff members need to respond to the initial full alarm assignment to a structure fire in a typical 2000 square foot, two-story, single-family dwelling, without a basement, and with no exposures, to provide full support to the operation. This number includes those responding from the Windsor Heights Fire Department, as well as automatic aid assignments for such incident. The NFPA 1720 required response time to get the fifteen members on scene is 9 minutes and this standard must be met 90% of the time for compliance. In addition, NFPA 1720 requires the fire department to have the capability for sustained operations, including fire suppression; engagement in search and rescue, forcible entry, ventilation, and perseveration of property; accountability for personnel; the deployment of a dedicated rapid intervention crew (RIC); and provision for support activities for those situations that are beyond the capability of the initial attack.

Iowa Code 132.8 requires a service program seeking ambulance authorization to apply for authorization at the level requested and states the department shall, “maintain an adequate number of ambulances and personnel to provide 24-hour-per-day, 7-day-per-week coverages.” The section continues to state the number of ambulances and personnel to be maintained shall be determined by the department, and shall be based

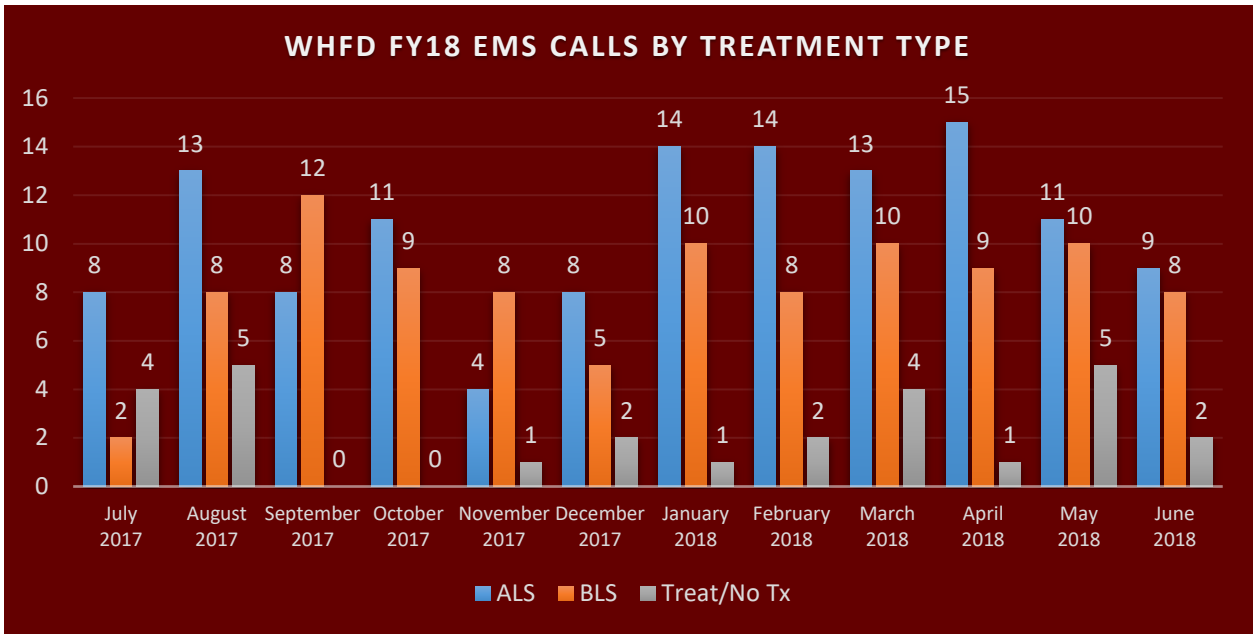
upon, but not limited to the number of calls for service, service area and population, and availability of other services in the area. Furthermore, the Code requires a minimum of one currently certified EMT-B or EMT and one currently licensed driver trained in CPR. Subsection "*g"* of the Code requires a service program seeking ambulance authorization shall, "only advertise or otherwise imply or hold itself out to the public as an authorized ambulance service only to the level of care maintained 24 hours per day, seven days a week."



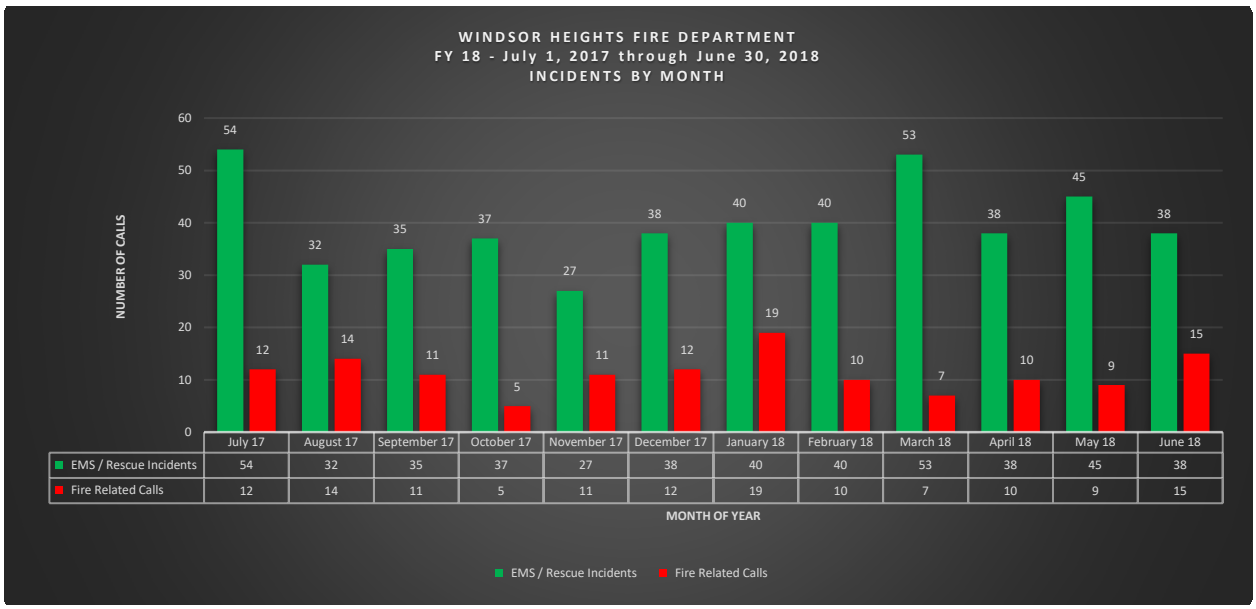
During the FY18 year, the Windsor Heights Fire Department responded to a total of 612 calls for service. Seventy-eight percent of all calls for service were EMS/Rescue related incidents, while twenty-two percent of calls for service were fire related calls. Fifty-percent of the EMS calls the Windsor Heights Fire Department responded to required Advanced Life Support measures and/or medication, while thirty-nine percent of the calls only required Basic Life Support measures. The remaining eleven-percent of calls were "treat and no transport" calls where the Fire Department conducted assessments or assisted residents but the patient was not transported to a medical care facility.

Delivery of excellent patient care is a goal of the Windsor Heights Fire Department, but also important to note are the stiff regulations on EMS/Ambulance operations. As noted by Citygate, "Unlike other aspects of firefighting, EMS care is heavily regulated and burdened with mandated oversight requirements. All of these requirements, while medically necessary, add to the [City's] overhead cost to provide EMS. The [City] has no choice but to follow laws and regulations related to training, clinical oversight, data for tracking trends in care and paramedic skills, shelf-life of medical supplies, biomedical equipment certification, controlled drug tracking, etc."[iv]

Throughout FY18, of the 254 billable Ambulance responses, 50.39% of those billable responses required Advanced Life Support (ALS) measures, 38.98% required only Basic Life Support (BLS) measures, and 10.63% were billed as treatment provided / no transport. In addition to the billable Ambulance responses, 171 responses were not billable and included responses such as motor-vehicle accidents with no patients, lift assist calls, and other no-patient responses.

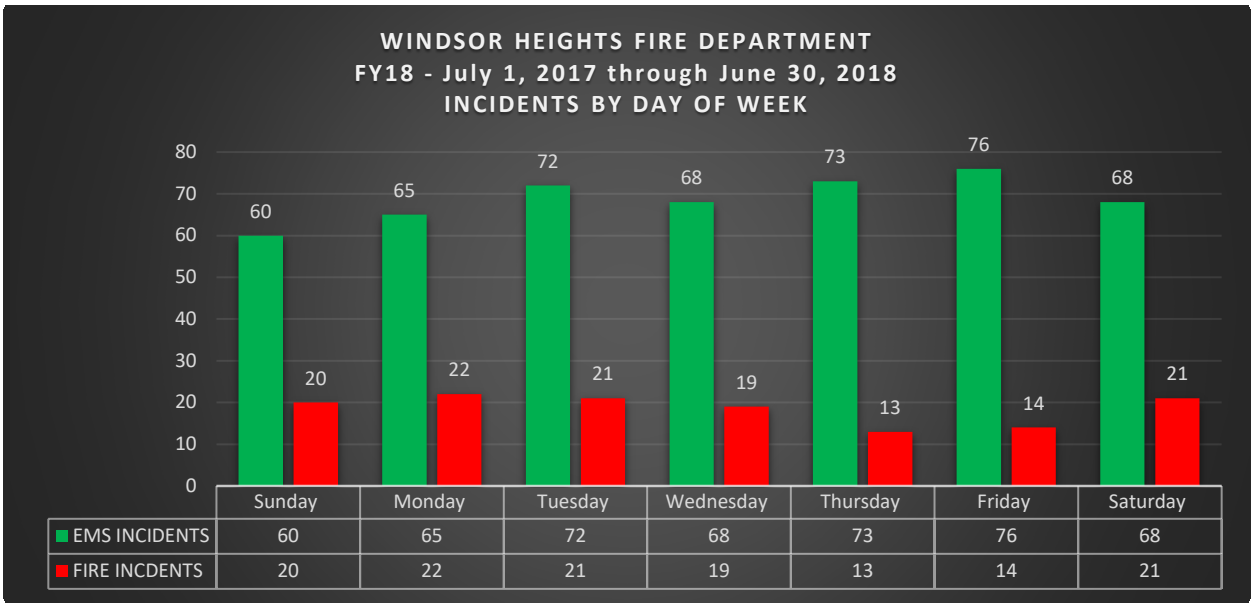


WHFD AMBULANCE SERVICE LEVEL COMPARISON

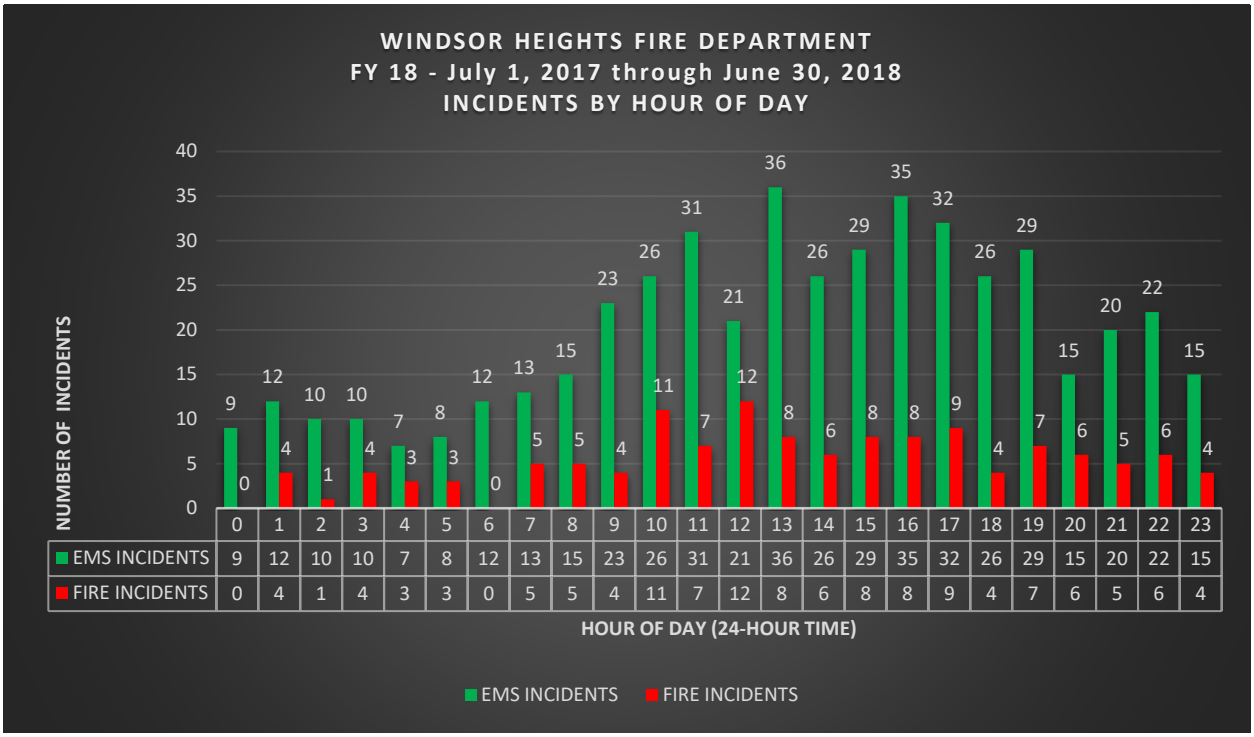


	July 17	August 17	September 17	October 17	November 17	December 17	January 18	February 18	March 18	April 18	May 18	June 18
EMS / Rescue Incidents	54	32	35	37	27	38	40	40	53	38	45	38
Fire Related Calls	12	14	11	5	11	12	19	10	7	10	9	15

WHFD INCIDENTS BY MONTH – FY 18



WHFD INCIDENTS BY DAY OF WEEK – FY 18



WHFD INCIDENTS BY HOUR OF DAY – FY 18

A question with the Fire Service arises surrounding what the maximum utilization percentage of a firefighting unit should be. Various industry studies, including the *Carpinteria-Summerland Fire Protection District* study completed by Citygate Associates in July of 2016, discuss utilization percentages.

"During the 9-hour daytime work period, when crews on a 24-hour shift need to also pay attention to apparatus checkout, station duties, training, public education, and paperwork, plus required physical training and meal breaks, [Citygate] believes the maximum commitment UHU (Unit-Hour Utilization) per hour should not exceed 30%. Beyond that, the most important element to suffer will be training hours[v]."

In May of 2016, Fire Engineering Magazine published an article discussing UHU analysis. "The one common denominator throughout much of the research is the term "utilization." Unit Hour Utilization (UHU) is a general term you may know. Unfortunately, it is used to refer to many methods for analysis. UHU, in its proper form, is not appropriate for our industry's decision makers when considering average call lengths and per-hour call rates. Since we don't respond to average calls and are probably not attempting to break hourly records, UHU is not the answer. To distance ourselves from averages, numbers of incidents, transport-only analysis, and private industry profit goals, we needed something easy and effective.[vi]"

Furthermore, the Fire Engineering article suggests, "The basic answer is found in unit commitment, somewhat similar to utilization. We can determine how busy we are by analyzing our unit utilization through querying our total commitment. We simply divide the total seconds (yes, we're counting seconds here) a unit is assigned to all calls by all the seconds in a year. With some easy math, the "commitment factor" is revealed."

Fire Engineering cited a study involving Henrico, Virginia's fire department and analyzed direct community impact of the commitment study based on travel time data and identified where and when are benchmarks consistently missed when compared to commitment factors. The benchmarks noted below were identified:

0.16 – 0.24 – "Ideal Commitment Range"
0.25 "Indicates System Stress"
0.26 – 0.29 – "Evaluation Range resulting in delayed incident responses"
0.30 "Line in the sand : not sustainable : commitment threshold when community see's less than a 70% chance of timely emergency service and immediate relief is vital.

The benchmarks noted by the Fire Engineering article match the Citygate opinion that maximum commitment should not exceed 30%.

In calculating the commitment for the Windsor Heights Police Department, actual times spent on calls for service are only available after December 27, 2017 when the reporting software used transitioned to ImageTrend. Software used prior to ImageTrend has no reporting support without renewal of a subscription.

Throughout the first six months of 2018 (January 1 through June 30, 2018), the Windsor Heights Fire Department responded to a total of 306 calls for service. Total time spent on calls during this time frame was 247 hours, 41 minutes, and 19 seconds. Using the commitment calculation resources were committed for 14,850 minutes, or an average of 53.04 minutes per call. This puts the commitment at 5.6507%. If these numbers are used to estimate annual commitment, the annual unit hour commitment becomes 6.18%. These commitment times are well below the 25% metric indicating system stress.

Average various response metrics from Fire Department data from December 27, 2017 through June 30, 2018 are listed below. Prior to December 27, 2017, the Fire Department was utilizing a different software vendor (Firehouse) and that software does not have a report displaying similar data. Attempts to extract the data from the company would require a service contract renewal, thus the data below being reported only for the December 27, 2017 through June 30, 2018 timeframe. All data below is reported in minutes.

Average Time Notified to Enroute	Average Time Enroute to Arrived	Average Time Arrived to Left Scene	Average Time Left Scene to Destination	Average Time Unit Arrived to Back in Service
1.63 min	3.03 min	16.51 min	11.57 min	25.08 min

The NFPA Standard 1710 recommends a 4-minute or less travel time, 90% of the time, goal in urban and suburban areas. Currently, the Windsor Heights Fire Department average is 3.03 minutes, well within the NFPA standard.

In addition to maintenance of the station and equipment, fire prevention activities, training, and responding to calls for service, the Windsor Heights Fire Department is responsible for annual inspections on all rental properties throughout the City and they conduct commercial property fire inspections. These rental inspections are performed with a focus on life safety issues and are designed as another means to keep residents safe. While conducting the rental inspections, WHFD personnel also note any other City Code violations, including nuisances, and the WHFD team then works with the Planning and Zoning Official to ensure those items are resolved. During the FY18 timeframe, the WHFD team conducted a total of 160 rental inspections.

Each rental inspection requires approximately 30 minutes, which adds an additional 2400 minutes to the time resources are committed to a task. With the addition of the rental inspection duties, Fire Department unit hour commitment rise to 7.17%.

A total of 264 commercial facility inspections were conducted during FY18 by the WHFD team. These inspections are often required by law and the insurance companies providing insurance to the property. The inspections ensure life safety items, such as smoke alarms, fire sprinkler systems, egress and exits and other considerations, are sufficient and functioning properly. The WHFD team also performs monthly inspections on all City owned facilities to ensure fire extinguishers are charged and ready in case of a fire.

Commercial fire inspections average 45-minutes per inspection. Similar to rental inspections, commercial fire inspections add a total of 5940 minutes resources are committed to a task. With commercial and rental inspections, unit commitment climbs to 9.64%, still well under the 16% to 24% ideal commitment range cited by Fire Engineering.

Commercial plan review is the final piece of the fire inspection process. Commercial plan reviews take place when a business is building, remodeling, or renovating space and commercial plan reviews ensure the facilities meet Fire Codes adopted by the City. These reviews include occupancy ratings, detailing how many people can safely fit in a space, as well as ensuring proper equipment is in place (such as smoke alarms, fire sprinklers) in case of a fire.

Training of Windsor Heights Fire Department personnel is primarily handled in-house, at a considerable cost savings to the City. All new personnel, who are not already certified, attend basic training that prepares them to test for Firefighter I and Firefighter II level certifications. The WHFD training programs is one of the best in the metro area and other agencies regularly comment on the abilities of our personnel. Training includes medical/EMS training, classroom training, operations training, and we are fortunate enough to be involved in a partnership affording our personnel live fire training opportunities that many agencies do not the ability to facilitate on a regular basis. Training is typically scheduled for each Wednesday, and basic / new hire academies are scheduled as needed. All fire personnel are trained in First Aid/CPR/AED, Hazardous Materials Operational Level Responder, Blood Bourne Pathogens, Firefighter I and Firefighter II at a minimum.

RECOMMENDATIONS – FIRE DEPARTMENT:

1. In order to continue to provide emergency medical care to the community, as noted several times throughout this report, Windsor Heights must staff a minimum of 2 people per shift, with at least one of those being a Paramedic level trained member. While fire calls do not support staffing of 6 full-time employees, no less than 2 per shift is required in order to ensure EMS coverage to the citizens. It is therefore recommended that the third Paramedic full-time position be reinstated and this position has been planned in the Public Safety Director's FY20 budget proposal.

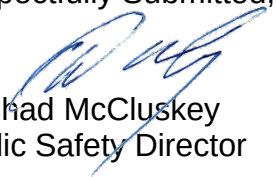
2. A reduction in part-time hours could serve to fund part of the full-time Paramedic position, however part-time hours are still necessary to ensure coverage for sick leave, vacation, training, and other times when one member of the 2-man crew is absent from duty. The FY20 budget plans for a reduction in part-time coverage from 12-hours each day of the year, to 8-hours each day of the year – reducing the part-time staffing by 33%. The 8-hour part-time shifts will be scheduled to cover during the times of greater call volume.

3. The Fire Department needs to be staffed with a first line supervisor/manager. This position cannot operate effectively on a 24/48 schedule as 2 of the 3 shifts operate without frontline supervision. The Fire Department needs to have one supervisor who works business hours and is responsible for the day-to-day operations of the department and management of Fire Department personnel. The Public Safety Director is currently the only supervisor for the Fire Department. The recommendation is this person be the rank of Captain and operate as a Deputy Fire Chief, second in command to the Public Safety Director. This position needs to be considered in the short-term strategic planning for the City.

4. Analysis needs to be completed on the current Fire Department training methodology and scheduling. Many members have noted training each and every Wednesday night takes a toll on members who already must balance their time between work and home life. Identifying efficiencies in the training schedule could help alleviate some of the burden put on members, while maintaining the high training standards we currently enjoy. This analysis is currently in progress.

5. Finally, a daily schedule of duties needs to be implemented to ensure structure among each shift in the Fire Department and to ensure sharing of duties, such as rental inspections, commercial inspections and vehicle maintenance. As demonstrated above in the numbers of inspections being completed, it is important for all members to be properly trained and for these duties to be schedule across shifts to ensure a balanced workload. A daily schedule would also allow much needed structure to the workday of the Fire Department personnel. This recommendation is also already in progress.

Respectfully Submitted,



E. Chad McCluskey
Public Safety Director

---

[i] Citygate Associates, LLC *Comprehensive Services Delivery and Staffing Review*, City of Eloy, Arizona, November 22, 2016, p59.

[ii] ICMA Center for Public Safety Management, Walterboro, *South Carolina Public Safety Department Analysis*, July, 2013, p58-59

[iii] City of Nixa, Missouri, *2015 Staffing Study*, p2-4

[iv] Citygate Associates, LLC *Standards of Response Cover and Headquarters Staffing Adequacy Study, Carpinteria-Summerland Fire Protection District*, California, July 27, 2016, p66

[v] Citygate Associates, LLC *Standards of Response Cover and Headquarters Staffing Adequacy Study, Carpinteria-Summerland Fire Protection District*, California, July 27, 2016, p43

[vi] Fire Engineering Magazine, *How Busy is Busy*, May 1, 2016, https://www.fireengineering.com/articles/print/volume-169/issue-5/departments/fireems/how-busy-is-busy.html

Item#6A.ii

RESOLUTION NO.19-0102

Resolution Stating the Intentions of the City Council with Regard to the Designation of the 2018 Windsor Heights Urban Revitalization Area and the Proposed Plan Therefor

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Act") the City of Windsor Heights, Iowa, may designate an area of the City as an urban revitalization area, if that area meets the criteria of Section 1 of the Act; and

WHEREAS, the City Council of the City did find and determine that an area within the City identified by previous resolution as the 2018 Windsor Heights Urban Revitalization Area meets the criteria of Section 1 of the Act; and

WHEREAS, pursuant to the provisions of the Act, before designating any area as an urban revitalization area, the City must prepare a Proposed Plan for such revitalization area and hold certain public hearings thereon; and

WHEREAS, after mailed and published notice thereof was given, as required by the Code, the City Council of the City did, on January 7, 2019, hold a public hearing on the designation of the 2018 Windsor Heights Urban Revitalization Area and the Proposed Plan therefor and considered all objections, comments, and evidence there presented; and

WHEREAS, the Code gives owners or tenants of property within the proposed 2018 Windsor Heights Urban Revitalization Area thirty (30) days in which to petition for a second public hearing;

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

Section 1. The Proposed Plan for the 2018 Windsor Heights Urban Revitalization Area is hereby tentatively approved, and it is the intention of the City Council to finally adopt the Proposed Plan for the 2018 Windsor Heights Urban Revitalization Area on February 18, 2019, following the expiration of the thirty-day period within which a petition may be filed requesting a second public hearing.

Section 2. The 2018 Windsor Heights Urban Revitalization Area as it is described in the Proposed Plan is tentatively approved, and it is the intention of the City Council to adopt a final authorizing resolution and an ordinance designating the 2018 Windsor Heights Urban Revitalization Area as a revitalization area under the Code on February 18, 2019, following the expiration of the thirty-day period within which a petition may be filed requesting a second public hearing.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved January 7, 2019.

Dave Burgess, Mayor

Attest:

Travis Cooke, City Clerk

URBAN REVITALIZATION PLAN

CITY OF WINDSOR HEIGHTS, IOWA
2WINDSOR HEIGHTS URBAN REVITALIZATION AREA

2018

INTRODUCTION

The Urban Revitalization Act, Chapter 404 of the Code of Iowa, is intended to encourage development, redevelopment and revitalization within a designated area of a city by authorizing property tax development incentives to the private sector. Qualified real estate within a designated area may be eligible to receive a total or partial exemption from property taxes on improvements for a specified number of years, with the goal of providing communities with a long-term increase or stabilization in the local tax base by encouraging new construction which might not otherwise occur.

Section 404.1 of the Code of Iowa provides that a City Council may designate an area of the City as a revitalization area, if that area is any of the following:

> "An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety, or welfare."

> "An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use."

> "An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use."

> "An area which is appropriate as an economic development area as defined in Section 403.17 of the Code of Iowa."

> "An area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development including single or multifamily housing."

Section 404.2 of the Code of Iowa requires that a city prepare a plan to govern activities within the proposed revitalization area, and the balance of this document is intended to set out the elements of a plan that are mandated by state law.

A. DESCRIPTION OF THE AREA AND MAP

The revitalization area shall be known as the Windsor Heights Urban Revitalization Area (the "Revitalization Area"), and the legal description of real property to be included within the Revitalization Area is as follows:

All real property situated within the incorporated municipal limits of the City of Windsor Heights, Polk County, State of Iowa as of November 1, 2018.

A map showing the real property to be included within the Revitalization Area is attached as Exhibit A.

B. DESIGNATION CRITERIA

In accordance with Section 404.1 of the Act, the City Council has made the following determinations with respect to the Revitalization Area:

1. The Revitalization Area is an area which is appropriate as an economic development area as defined in Section 403.17 of the Code of Iowa.

2. The Revitalization Area is an area which is appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multifamily housing.

3. The redevelopment, economic development and promotion of housing and residential development in the Revitalization Area is necessary in the interest of the public welfare of the residents of the City and the Revitalization Area substantially meets the criteria set forth in Section 404.1 of the Act.

C. OBJECTIVES

This plan is prepared in conformance with Section 404.2 of the Code of Iowa for the purpose of providing incentives and outlining procedures to enhance the potential for new residential development in the Revitalization Area. Planning goals include revitalizing the area through the promotion of new construction on vacant land, rehabilitation of existing residential property, stabilizing and increasing the tax base, and providing overall aesthetic improvement.

D. PRESENT ZONING AND PROPOSED LAND USE

The property within the Revitalization Area is zoned for residential, commercial and industrial purposes, and new and expanded residential development is proposed in the Revitalization Area.

E. PROPOSALS FOR EXPANDING CITY SERVICES

The City proposes that, as it becomes financially feasible, the provision of municipal services to the Revitalization Area will be expanded and improved to meet the demands of new residential development.

F. ELIGIBLE IMPROVEMENTS AND EXEMPTIONS

1. **Residential Improvements.** The construction of new residential facilities and the rehabilitation of and additions to existing residential facilities.

Exemption: All qualified real estate assessed as residential property is eligible to receive an exemption from taxation on the first $75,000 of actual value added by the improvements for a period of four years, as follows:

For the first year, an exemption from taxation on 100% of the first $75,000 of actual value added.

For the second year, an exemption from taxation on 75% of the first $75,000 of actual value added.

For the third year, an exemption from taxation on 50% of the first $75,000 of actual value added.

For the fourth year, an exemption from taxation on 25% of the first $75,000 of actual value added.

2. **Multiresidential Improvements.** The construction of new multiresidential facilities and the rehabilitation of and additions to existing multiresidential facilities if such multiresidential property consists of three or more separate living quarters with at least seventy-five percent of the space used for residential purposes.

Exemption: All qualified real estate assessed as multiresidential property is eligible to receive an exemption from taxation on the first $75,000 of actual value added by the improvements for a period of four years, as follows:

For the first year, an exemption from taxation on 100% of the first $75,000 of actual value added.

For the second year, an exemption from taxation on 75% of the first $75,000 of actual value added.

For the third year, an exemption from taxation on 50% of the first $75,000 of actual value added.

For the fourth year, an exemption from taxation on 25% of the first $75,000 of actual value added.

G. ACTUAL VALUE ADDED

Actual value added by improvements, as used in this plan, means the actual value added as of the first year for which the exemption was received. In order to be eligible for tax abatement for residential improvements, the increase in actual value of the property must be at least 10%.

All improvements, in order to be considered eligible, must be completed in conformance with all applicable regulations of the City of Windsor Heights, and must be completed during the time the Revitalization Area is designated by ordinance as a revitalization area.

H. TIME FRAME

Eligibility for tax abatement under this plan will exist after the date of the adoption of the ordinance designating the Revitalization Area, until, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, in which case the City Council may repeal the ordinance, pursuant to Section 404.7 of the Code of Iowa. In the event the ordinance is repealed, all exemptions granted prior to such repeal shall continue until their expiration.

I. APPLICATION PROCEDURES

An application shall be filed for each new exemption claimed. The property owner must apply to the City for an exemption by February 1st of the assessment year for which the exemption is first claimed. The application shall contain, but not be limited to, the following information: The nature of the improvement, its cost, and the estimated or actual date of completion of the improvement.

J. APPROVAL OF APPLICATIONS

The City Council shall approve all applications submitted for completed projects if:

1. The project, as determined by the City Council, is in conformance with this plan;

2. The project is located within the Revitalization Area; and,

3. The improvements were made during the time the Revitalization Area was designated by ordinance as a revitalization area.

All approved applications shall be forwarded to the County Assessor for review, pursuant to Section 404.5 of the Code of Iowa. The County Assessor shall make a physical review of all properties with approved applications. The County Assessor shall determine the increase in actual value for tax purposes due to the improvements and notify the applicant of the determination, which may be appealed to the local board of review pursuant to Section 441.37 of the Code of Iowa. After the initial tax exemption is granted, the County Assessor shall continue

to grant the tax exemption for the time period specified on the approved application. The tax exemptions for the succeeding years shall be granted without the owner(s) having to file an application for succeeding years.

K. OTHER SOURCES OF REVITALIZATION FUNDS

The City anticipates no federal or state grants or loans for improvements in the Revitalization Area at this time other than those of conventional lending institutions at normal market rates.

However, it is not the intention of the City to prohibit the use of other appropriate federal or state revitalization or incentive programs within the area.

L. RELOCATION PROVISIONS

The City does not anticipate the displacement or relocation of any persons, families, or businesses as a result of the improvements to be made in the Revitalization Area.

M. OWNERS OF PROPERTY AND ASSESSED VALUATION

The names and addresses of the owners of the property located within the Revitalization Area and the assessed valuation of such property is set forth on Exhibit B attached hereto.

N. REVITALIZATION AREA ALSO INCLUDED IN WINDSOR HEIGHTS CONSOLIDATED URBAN RENEWAL AREA

A portion of the real property being included as part of the Revitalization Area has also been included in the City's existing Windsor Heights Consolidated Urban Renewal Area established pursuant to the Urban Renewal Act, Chapter 403 of the Code of Iowa. Properties from which incremental property tax revenues ("TIF Revenues") have been pledged for the payment of bonds, notes, contracts or other urban renewal obligations of the City are ineligible for tax exemption under Section F of this Plan.

EXHIBIT A

MAP OF PROPERTY IN WINDSOR HEIGHTS HOUSING URBAN REVITALIZATION AREA

EXHIBIT B

NAME AND ADDRESSES OF THE OWNERS OF PROPERTY LOCATED WITHIN THE REVITALIZATION AREA AND ASSESSED VALUATION OF SUCH PROPERTY

Item#6A.iii

ORDINANCE NO. 19-01

An Ordinance Designating an Area of Windsor Heights, Iowa, as the 2018 Windsor Heights Urban Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa (the "Code"), the governing body of a city may, by ordinance, designate an area of the city as a revitalization area upon the completion of procedures specified in the Code; and

WHEREAS, pursuant to the provisions of the Code, the City Council of the City of Windsor Heights, Iowa, (the "City") has by resolution determined, with respect to an area within the City, hereinafter described in Section 1 and known as the 2018 Windsor Heights Urban Revitalization Area, that:

(a) The 2018 Windsor Heights Urban Revitalization Area is an area which is appropriate as an economic development area as defined in Section 403.17 of the Code of Iowa.

(b) The 2018 Windsor Heights Urban Revitalization Area is an area which is appropriate for public improvements related to housing and residential development or construction of housing and residential development, including single, family and multifamily housing.

(c) The economic development and promotion of housing and residential development in the 2018 Windsor Heights Urban Revitalization Area is necessary in the interest of the public welfare of the residents of the City and the 2018 Windsor Heights Urban Revitalization Area substantially meets the criteria set forth in Section 404.1 of the Act.

WHEREAS, pursuant to the provisions of the Code, the City prepared a Proposed Plan for the Windsor Heights Urban Revitalization Area and held a public hearing on the Proposed Plan for the Windsor Heights Urban Revitalization Area; and

WHEREAS, pursuant to the provisions of the Code, the City has adopted the Proposed Plan for the Windsor Heights Urban Revitalization Area;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Windsor Heights, in Polk County, as follows:

Section 1. In accordance with the Code and in consideration of the recitations set out in the preamble hereof, such property lying within the City and being described as follows:

> *All real property situated within the incorporated municipal limits of the City of Windsor Heights, Polk County, State of Iowa as of November 1, 2018.*

is hereby designated as the 2018 Windsor Heights Urban Revitalization Area.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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 4. This ordinance shall be in effect after its final passage, approval and publication, as provided by law.

Passed and approved February 18, 2019.

_____

Dave Burgess, Mayor

Attest:

_____

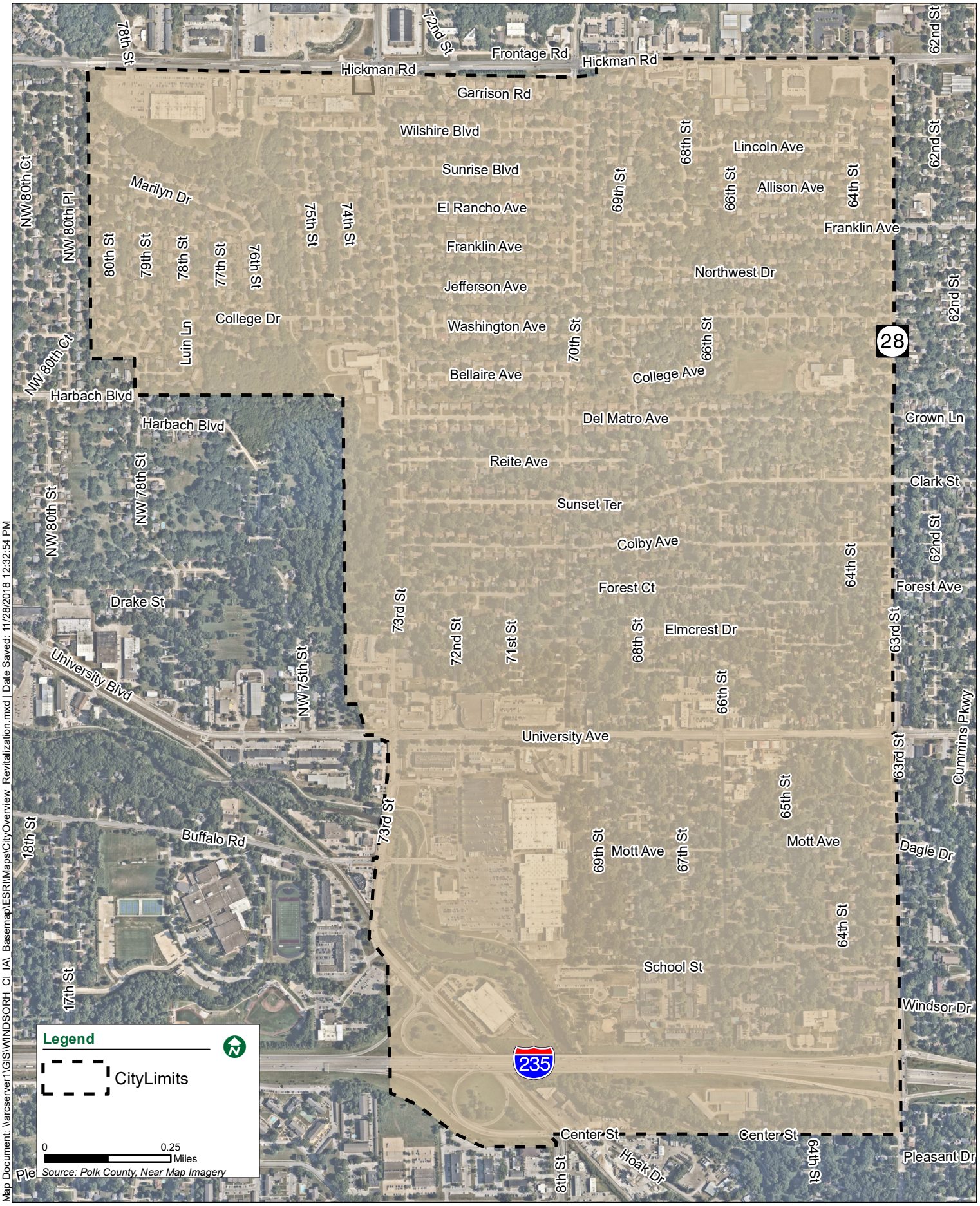
Travis Cooke, City Clerk

Urban Revitalization Area

Windsor Heights, Iowa

November 2018

BOLTON & MENK
Real People. Real Solutions.



Legend

CityLimits

0 0.25 Miles

Source: Polk County, Near Map Imagery

Map Document: \\arcserver1\GIS\WINDSORH_CI_IA_Basemap\ESRI\Maps\CityOverview_Revitalization.mxd | Date Saved: 11/28/2018 12:32:54 PM

Resolution No. 19-0103

A RESOLUTION ADOPTING THE FISCAL YEAR 2019/2020 CAPITAL IMPROVEMENTS PLAN

WHEREAS, the statutes of the State of Iowa provide that the Capital Improvements Plan shall be adopted by the Corporate Authorities of the City of Windsor Heights; and

WHEREAS, the City Council of Windsor Heights has held the necessary hearing after having cause to be made the publication and notice required by law; and

WHEREAS, the City Council of Windsor Heights has reviewed the capital improvement plan for Fiscal Year 2019/2020 as presented by the City staff and to be in the best interest of the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Polk County, Iowa, that the Fiscal Year 2019/2020 capital improvements plan for the City of Windsor Heights, Iowa, on file in the City Clerk's Office is hereby adopted and approved.

Passed and Approved this 7th day of January, 2019.

_____
David Burgess, Mayor

Attest:_____
Travis Cooke, City Clerk

WINDSOR HEIGHTS
the heart of it all

January 3, 2019

RE: Fiscal Year 2020-2024 Capital Improvements Plan

Mayor Burgess and Windsor Heights City Council Members,

On August 22, 2018, staff met with the Council Budget Committee to begin discussions of a Capital Improvement Plan. This discussion was an opportunity for the Committee to provide staff their insight and thoughts regarding the extensive infrastructure program proposed in this CIP, with particular focus on overall infrastructure elements, incorporating the strategic goals and the Complete Streets Policy. At the conclusion of a third Council Budget Committee meeting on November 19, 2018, staff is confident the proposed Plan supports and meets the following core objectives:

- Provides a Funding Plan for Street, Sewer, and Water Infrastructure Improvements and Maintenance thereof
- Funds Storm Water Projects
- Redesigns University Avenue with Streetscape
- Implements Complete Streets and Safe Routes to Schools
- Expands Bike Trail/Trail Hub Improvements/Opportunities
- Supports the latest draft of the Comprehensive Plan provided by RDG
- Supports the TEAP Walkability/Pedestrian Safety Study Report provided by HRG
- Supports the Healthiest State and Blue Zones Initiatives

A Capital Improvement Plan is a framework for strategic infrastructure investment. It respects two realities: the city has to perform an array of prioritized goals, and the city has limited resources. The Plan should support the achievements of the City Council's Vision for the Community. The key to this strategy is the City Council's recognition of investment in infrastructure. While it is not uncommon to have an overwhelming comprehensive list of the improvement needs, it is extraordinary not to have a plan to support the needs. Without a plan that is supported financially, the list of infrastructure improvements will continue to expand.

Currently, Windsor Heights is in the position of recovery. This proposed plan is a deliberate and tactical tool. Continuing to implement the growing needs of our community is made difficult by the many financial constraints facing Windsor Heights for the foreseeable future. Thus, the necessity to stabilize or reduce the tax levy to accommodate the goals and increase economic development opportunities in order to increase the tax base. If those can be accomplished throughout the term of the plan, it is reasonable to evaluate the levy rate. With implementation, the City will see an increase in value and can cautiously move forward on additional policies and

programs that can make Windsor Heights even more competitive and grow our economy. Continued investment is a key factor to support our core values.

The CIP process is intended to provide a format for departments and utilities to submit projects to the City Administrator and City Council while providing an objective means for reviewing and ranking capital projects. The first year of the capital improvement plan will be included as part of the budget submitted for Council approval in March 2019. In June of 2020, the Plan proposes to obtain infrastructure bonds and other debt instruments to be issued over the upcoming year(s) and to review the storm water utility rates to incorporate the planned improvements.

Work on the five-year proposed Capital Improvement Plan for fiscal years 2020-2024 has progressed on schedule to a point where information about projects and the corresponding financial plan are now ready for presentation to the City Council for approval.

Notable observations about the 2020-2024 CIP include:

- The 2020-2024 CIP responds to the City's strategic goal session from December 11, 2017.
- Being strong fiscal stewards by offering a plan that stabilizes the City's debt service levy to near $3.00/$1000 valuation for non-referendum projects, which will finance approximately $4 million in infrastructure improvements for the next ten (10) years.
- With fewer state and federal resources, the City will continue to look for additional partnerships with neighboring cities for joint projects that are mutually beneficial.
- An emphasis on maintaining the City's infrastructure for streets, trail, storm water management and underground utilities.
    a. 2 major Complete Street Reconstruction Projects, including streets, water, sanitary, storm and sidewalks;
    b. Implementation of the Streets Maintenance Program;
    c. 1 Trail Connection Project;
    d. Up to 25 Storm Water intakes replaced;
    e. Annual Walnut Creek Bank Stabilization Projects;
    f. University Avenue Redesign including adaptive traffic lights, signage, a multi-use trail and other amenities;
    g. Accomplishing 3 more major street reconstruction projects from the comprehensive Master Street Plan;
    h. Accomplishing 3 more of Des Moines Water Works projects list for Windsor Heights;
    i. Approximately 40 blocks of Crack and Seat/Overlay throughout the community; and
    j. 50 blocks of sliplining sanitary sewers

Combined with the City Council's strategic planning efforts and prioritization by several committees, staff, and professional consultants from Des Moines Water Works, the Urbandale Windsor Heights Sanitary District, City Attorney and Financial Advisors, the annual CIP planning process provides an overall capital program. The process includes the establishment of a capital financing strategy, which involves major decisions and long-term commitments responsive to the purposes of limiting the cost of providing capital infrastructure and equipment while meeting the community's needs; ensures financial strength and flexibility in the future; strengthens the City of Windsor Heights's bond rating and the local community.

At the Special Council Meeting on January 2, 2019, members requested an explanation of changes between last year's CIP (FY 2018-22) and the proposed plan.

Items Removed from FY2018-22 Plan	Purpose for its Removal
V2 - Northwest Drive - Sidewalk only, 64th to 69th St	Storm Water Management Became Priority
C - 64th Street - Sidewalk, Northwest to Franklin Ave.	Storm Water Management Became Priority
M - Colby Avenue - Sidewalk, 63rd to 73rd St	Storm Water Management Became Priority
T - Franklin Avenue - Sidewalk, 63rd to 64th St	Storm Water Management Became Priority
Flood Plain Redevelopment Project	Pending, Development Committee is Meeting January 11, 2019
Public Works Building Garage Addition/Space Needs Analysis	Space Needs Analysis Complete, seeking funds for Salt Dome Replacement
Anode Retrofit Water Main	Complete
Washington Street I&I	Complete

Items Added to the FY 2020-24 Plan	Purpose for its Inclusion
Allison Avenue Storm Water Management Project	Became Priority
Street Maintenance Program	Became Priority
Walnut Creek Stabilization Projects	Flood Mitigation Plan

The Engineers Probable costs for each project was reviewed and updated by the City's Engineers in the fall of 2018, during the annual budget process. The increases were due to being further along in the design process, having survey complete and actual quantity and bid prices more current. Also, 69th Street was expanded from Mott to School to a larger project from University Avenue to School Street. Further, the proposed storm improvements to Allison Avenue that were included in the 2018 City-wide Storm Water Study, did not include complete street elements; therefore was expanded to include resurfacing and sanitary repairs. The updated costs were included in the capital financing strategy. Again, as stated above, the city has to perform an array of prioritized goals, and the city has limited resources.

I am pleased to forward for your review the attached set of Capital Improvement Plan (CIP) information documents, including the FY 2020-24 CIP, CIP Overview, Budget Timeline, Windsor Heights Complete Streets - Master Plan, Des Moines Water Works Distribution System CIP, Opinions of Probable Costs provided by City Engineers from Bolton & Menk, CIP $3.00 Debt Levy Target provided by Independent Public Advisors (which provides the estimated debt service levy for the coming years), plan maps per year, and a comprehensive five-year plan map.

If we missed any questions or concerns that have not been answered herein, staff can add them and make them available to the public in short order.

I look forward to our discussions regarding projects, timing, financing, and determining the scope of the 2020-2024 Capital Improvement Plan.

Respectfully Submitted,

Elizabeth A. Hansen
City Administrator

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, FY20-24
CITY OF WINDSOR HEIGHTS, IOWA

As of 1/3/2019

Project	Funding	2019-20 Eng/Leg	2019-20 Const	2020-21 Eng/Leg	2020-21 Const	2021-22 Const	2022-23 Const	2023-24 Const	Totals
Street Improvements									
73rd Street Trail Connection to WDM (Concept $30,744 FY19)	TIF	$129,256			$800,000				$960,000
73rd Street Trail Connection to WDM	GF/TIF			$118,000	$362,000				$480,000
University - 63rd to 73rd St, Complete Street, including adaptinve traffic lights, signage, multi-use trail and other amenities (Concept $38,000 FY19)[1]	TIF	$474,813			$2,037,187				$2,550,000
University - 63rd to 73rd St, Complete Street, including adaptinve traffic lights, signage, multi-use trail and other amenities (Concept $38,000 FY19)[1]	GF/TIF				$4,139,723				$4,139,723
69th Street, School to University, Reconstruction	GF/GO			$719,100	$1,620,500				$2,339,600
College Dr - 73rd to Harbach Ave, Reconstruction	GF/GO			$563,000	$1,769,000				$2,332,000
Allison Avenue Storm Water Improvements - Street	GF			$200,000	$580,000				$780,000
College Dr - 73rd to Harbach Ave, Reconstruction - Transfer RUT to Street Project	RUT		$110,000		$110,000				$220,000
Street Maintenance - Crack and Seal Program	RUT		$50,000		$50,000	$50,000	$50,000	$50,000	$250,000
Total RUT			*$160,000*		*$160,000*	*$50,000*	*$50,000*	*$50,000*	***$470,000***
Total General Fund (GF)				*$200,000*	*$1,000,000*				***$1,200,000***
Total TIF		*$604,069*			*$2,837,187*				***$3,510,000***
Total GF/TIF				*$118,000*	*$4,501,723*				***$4,619,723***
Total Street GO Improvements			*-$110,000*	*$1,282,100*	*$2,859,500*				***$4,031,600***
Water Improvements - Approved by DMWW	**Funding**	**2019-20**	**2019-20**	**2020-21**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**Totals**
69th Street, School to University, DMWW (Project 1)	DMWW				$474,000				$474,000
College Dr - 73rd to 75th Street, DMWW (Project 2)	DMWW				$160,000				$160,000
Reite Ave, 68th to 73rd St per DMWW 2015 CIP (Project 3)	DMWW						$424,000		$424,000
Total Des Moines Water Works					*$634,000*		*$424,000*		***$1,058,000***
Storm Water Improvements	**Funding**	**2019-20**	**2019-20**	**2020-21**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**Totals**
69th Street, School to University, Storm Water Improvements	SWF				$1,012,000				$1,012,000
College Dr. - 73rd to Harbach Ave, Storm Water Improvements	SWF				$508,000				$508,000
Intake Installation and Repairs (6 per year)	SWF		$25,000		$25,000	$25,000	$25,000	$25,000	$125,000
Walnut Creek Bank Stabilization Projects	SWF		$50,000		$50,000	$50,000	$50,000	$50,000	$250,000
Allison Avenue - 64th to 66th Street, Storm Water Improvements	SWF				$220,000				$220,000
Total Storm Water Fund			*$75,000*	*$0*	*$1,815,000*	*$75,000*	*$75,000*	*$75,000*	**$2,115,000**
Sanitary Sewer Improvements - Approved by UWHSSD	**Funding**	**2019-20**	**2019-20**	**2020-21**	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**Totals**
Sliplining Sewer Rehab Program (10 blocks/year)	UWHD		$100,000		$100,000	$100,000	$100,000	$100,000	$500,000
Allison Avenue Santiary Sewer Improvements	UWHD			$66,000	$244,000				$310,000
69th Street, School to University, Sanitary Sewer	UWHD			$130,000	$482,000				$612,000
College Dr. - 73rd to Harbach Ave, Sanitary Sewer	UWHD			$113,000	$427,000				$540,000
Total Urbandale-Windsor Heights Sanitary Sewer District			*$100,000*	*$309,000*	*$1,253,000*	*$100,000*	*$100,000*	*$100,000*	**$1,962,000**
Total									$18,966,323

Revenue Sources
Streets Revenues - $3 debt service levy = approx **$1,181,510.60** GO/3 yrs (6/2017 GO)
Streets Revenues - $3 debt service levy = approx **$4,032,000** GO/8 yrs (6/2020 - 2028 GO)
Road Use Tax Fund (RUT) Revenues each year - $110,000 for Street Projects FY20 and 21 + $50,000 annual street maintenance = **$470,000**
General Fund (ATE) Revenues each year - **$200,000** FY18 and **$1,000,000** FY19 = **$1,200,000**
Storm Revenues each year - a rate increase to accommodate CIP is recommended, effective July 1, 2019
Sanitary Revenues each year - Request funds each FY from UWHD
Water Revenues each year - approximately **$234,000**/yr = **$1,170,000**

Deliverables in 10 year period FY2018-2028	Reference (s)
2 major Street Reconstruction Projects, streets, water, sanitary, sidewalks - WH Master Street Plan No.(s) 30 and 67-74	City's 2-year strategic plan and Comp Plan
Implementation of the Street Maintenance Program	City's 2-year strategic plan and Comp Plan
1 Trail Connection Project	City's 2-year strategic plan, Urban Renewal Plan and Comp Plan
Up to 30 intakes installed or replaced	Flood Mitigation Plan and City-wide Storm Water Analysis Study
Annual Walnut Creek Bank Stabilization Projects	Flood Mitigation Plan
50 blocks of sliplining to remedy Inflow and Infiltration into the Sanitary Sewer	Flood Mitigation Plan
1 major Storm Water Management Project	Flood Mitigation Plan and City-wide Storm Water Analysis Study
University Avenue, Complete Street [1] - WH Master Street Plan (No.(s) 130-137)	City's 2-year strategic plan, Urban Renewal Plan and Comp Plan
3 major projects from the Des Moines Water Works CIP	DMWW CIP

Staff recommended WH Master Street Plan Projects (No.(s) 3-5, 16-17, 23, 27, 129 and 141-143) as/if more funding becomes available (Unscheduled)

Note 1: The University Avenue Improvements includes earthwork, subgrade, subbase, excavation, subdrains and footings, water valves, fire hydrants, sanitary and storm sewers, concrete and asphalt pavement, sidewalks, multi-use trail, driveways and electrical, inlcuding adaptive traffic signals and special amenities, including bus shelters, benches, signage, columns, and litter receptacles and bike racks.

Capital Improvements Plan (CIP) Overview

Capital Improvements Plan (CIP or Plan)
The Capital Improvements Plan (CIP or Plan) serves as an effective guide for the efficient and effective provision of public facilities, outlining timing and financing schedules of capital and infrastructure projects for a five-year planning period. The City Council reviews and updates the Plan annually and only approves the first year of the Plan during the fiscal year budget process.

The CIP identifies capital needs, establishes priorities and identifies potential funding sources. Key sources of identifying capital requirements include the City of Windsor Heights Comprehensive Plan, as well as professional studies of facilities, transportation, utilities, and storm water needs.

The CIP neither appropriates funds nor authorizes projects. The City Council must act to initiate each project. Proceedings to initiate capital improvements are presented when sources of funding are available.

Again, the capital budget is a significant part of the 2019-2020 Budget. It represents costs associated with capital projects in the first year of the 2020-2024 Capital Improvements Plan.

Capital projects may include land acquisitions, the construction of new buildings, additions to or renovations of existing buildings, construction or reconstruction of street and utility infrastructure, and major equipment purchases. Because of the size and magnitude of these projects, bond funds are a major source of financing for projects including utility projects.

Staff performs a systematic evaluation of capital project requirements, identifies any project changes, incorporates recommended changes and submits the revised Plan to the City Council for consideration, modification and adoption as a part of the annual budget process.

During the preparation and review of the recommended Plan, city management staff employed experience-based judgment to identify which projects can be accomplished within a given year, within the limit of the City's control. As would be expected, project expenditure and revenue estimates for the earlier years are more precise than in the late years of the plan.

Numerous sources are drawn upon to develop the expenditures included within this document including plans and/or studies completed or currently in process.

Capital Improvement Plan projects scheduled for completion during each year for the next five-year period are summarized herein.

Process

The annual capital improvement process is a process created for the purpose of developing a five-year Capital Improvement Plan. The five-year capital improvement process is for projects occurring in calendar years 2020-2024. The CIP process is intended to provide a format for departments and utilities to submit projects to the City Administrator and to the City Council, while providing an objective means for reviewing and ranking capital projects.

As a part of the process, capital projects are evaluated based on if it meets legal mandates, removes or reduces hazards, advances a Council goal, improves efficiency, maintains standard of service, supports economic development, improves service, facilitates new services, improves the quality of life or aesthetic values and offers a convenience.

These urgency-of-need criteria are used as general guidelines that point to, rather than determine, priorities among capital project requests. In evaluating the urgency-of-need, affordability is given strong consideration.

Once the projects are evaluated using the above criteria, they will then be ordered based upon their fund source and project year.

The first year of the Plan will be included as part of the budget submitted for Council approval each year before March 15th.

The capital improvement process includes a Master Plan updated by the City Engineer. Each street was objectively rated or scored by pavement surface through CTRE, scored by Des Moines Water Works as a priority, scored by the Public Works Director, walkability connectivity, utility needs, and scored by the City Engineer.

These factors will be combined with other factors, such as relevance to City Council goals, method of financing and whether or not it is new or replacement work. Evaluation criteria will be applied to the relevant factors to provide each project with a score that will be used to rank and prioritize each project.

Financing for projects by issuance of a general obligation bond is not being proposed until June 2020. The emphasis in the capital improvement process was on the first issuance in 2017, which covered three year of Capital Improvements. The projects remaining in the Plan will become part of the City's long-term financial plan and five year capital improvement plan. These projects are an important part of the Capital Improvements Plan as they help shape the debt issues and debt service levy into the future.

All documentation is then reviewed by the City Administrator and organized for presentation to the City Council.

Synopsis
The Capital Improvements Plan for 2020-2024 totals $18,966,323. Of this total:

- 76% for infrastructure reinvestment, storm sewer and transportation projects ($14,506,323)
- 8% for parks, trails and facilities ($1,440,000)
- 16% for water and sanitary sewer projects ($3,020,000)

Capital Budget requirements for Fiscal Year 2019-2020 total approximately $829,069. Capital spending authorizations by year/project/category for the upcoming year include:

- 72% for infrastructure reinvestment, storm sewer and transportation projects ($599,813)
- 16% for parks, trails and facilities ($129,256)
- 12% for water and sanitary sewer projects ($100,000)

This Plan represents a concerted effort to ensure that needed capital projects and infrastructure are in place in a timely manner to accommodate continued growth and development in the community.

Plan Overview
The Capital Improvement Plan provides an organized timeline and objective grading criteria for the purpose of scheduling capital projects and planning long-term debt. The annual Plan calendar starts in August or September and culminates in late December or early January so that next year's capital expenditures and debt issues are finalized and ready to be included in the City's budget for the next fiscal year.

Plan Calendar
August 27, 2018
Staff, City Engineer and Public Works begins CIP review and update.

September 11, 2018
City Administrator communicates with Des Moines Water Works and the Urbandale Windsor Heights Sanitary District to review proposed 2018-2022 CIP.

August 22, October 15 and November 19, 2018
Council Budget Committee meets. City Administrator, City Clerk, Public Works Director, City Engineer and Financial Advisor review capital budget process overview, capital planning, project ranking/priority list for the calendar year, and review financial plan and debt service requirements for proposed 2020-2024 CIP.

December 17, 2018
City Council sets the Public Hearing on the proposed 2020-2024 CIP for January 7, 2019.

January 7, 2019
Following a public hearing, City Council approves the 2020-2024 Capital Improvements Plan.

January 28 and February 4, 2019
City Council holds two Budget Work Sessions and sets the Public Hearing on the proposed FY 2020 Budget for March 4, 2019.

March 4, 2019
Following public hearing, City Council considers FY 2020 Budget for adoption, including Debt Service Fund appropriation and capital project expenditures.

Financial Plan - Capital Improvements Plan (CIP)
Annually, the city undertakes a wide variety of infrastructure projects ranging from water/sewer pipe installation to paving of city streets. The same goes for the funding of those projects, with an assortment of funding sources from levying of property taxes to federal appropriations. A constant challenge for the city staff is trying to find resources beyond property taxes to help with maintaining and enhancing the city's infrastructure while lessening the burden on Windsor Heights' taxpayers.

The financial plan for the proposed 2020-2024 looks to leverage resources in excess of $18 million.

When discussing a financial plan for a CIP, the issuing of debt to cover project obligations is always a critical factor. The financial plan uses a method of issuing an 8 year infrastructure bond for permanent financing. The following summary provides a breakdown for each major funding category the city uses to provide resources for projects. Following the summary please refer to the attachments for a detailed view of financing for each CIP project, followed by an analysis from Independent Public Advisors on the impact of the financial plan on the City's debt service levy.

Property Tax
Property taxes, specifically those collected via the city's debt service levy, is the largest source of traditional revenue for the proposed CIP, representing about $4million or 22% of the overall financial plan. Property tax revenue is used to make the principal and interest payments for any general obligation (GO) debt issued by the city to pay for infrastructure projects. There are five types of GO debt issued by the city, with all types backed by the full faith and credit of the city's taxing authority:

1) Regular GO debt - debt service levy only
2) Water-abated GO debt - reimbursement received from city's water fund
3) Sewer-abated GO debt - reimbursement received from city's sewer fund
4) Storm-abated GO debt- reimbursement received from city's storm water fund
5) Tax increment financing-abated GO debt - reimbursement received from capturing taxes paid to all taxing authorities on certain new commercial & industrial properties
6) Referendum approved GO debt - additional debt service levy authority for capital projects approved by a vote of a super-majority (60%) of Windsor Heights' taxpayers.

For FY 19-20, the City Council may choose to decrease the GO Debt service levy from $2.92 to $2.89. However, the plan illustrates the desire to stabilize the debt service levy over the next eight years to the proposed rate of $3.00. If the City's taxable valuation projections were to drastically change, then the debt service levy would need to be reassessed.

Assessments
Assessment of property taxes is not being recommended at this time for those streets who will receive new sidewalks in the Plan.

Tax Increment Financing (TIF)
The use of tax increment financing (TIF) to abate some of the GO debt issued by the City, is a way for the City to allow for growth, specifically commercial & industrial growth, and pay for itself. The City is expecting to finance near $3.51 million or 19% by utilizing TIF for various infrastructure projects in the Urban Renewal Area.

Road Use Tax
Road Use Taxes, specifically collected for the maintenance, repair andconstruction of roads, is a traditional source of revenue used for the proposed CIP. This source represents $470,000, which is 2% of the overall financial plan. If more RUT funds become available, there is a potential to increase the amount of repair, such as crack and seat/overlay work that can be done during the duration of this plan.

Municipal Utility Revenues
The city's municipal utilities (water, sewer, storm water) help support numerous infrastructure projects to ensure each utility can adequately provide service to Windsor Heights's utility customers. Resources from the utility funds make up around $5.135 million, or 27%, of the proposed CIP financial plan. Funds from the utilities go to pay for abatements of the GO issued debt discussed above. Another option is for the utilities to issue debt directly and pay principal and interest payments based on the revenues of the utility. These debt instruments are called Revenue Bonds, and unlike GO Bonds, are not backed by the full faith and credit of the city's taxing authority. Instead, the Bonds are supported by the amount of revenue each utility generates. One additional debt instrument is a loan from the State Revolving Fund (SRF). Iowa's SRF provides low-interest loans to communities looking to provide enhanced sewer/water service to its residents. Currently, the City is only utilizing utility resources for GO bond abatements. There is no outstanding SRF or Revenue Bonds for the City. In addition, annual cash transfers are planned from the Water, Sewer, and Storm water Funds to pay for the annual maintenance plans identified in the CIP.

The fees supporting the utilities are analyzed on an annual basis by the city's financial adviser, from Independent Public Advisors. Due to increases from the City's water supplier, Des Moines Water Works, Windsor Heights has made substantial increases to its water rates over the past few years; there is a proposed 7% increase in the rate next year. Multiple water infrastructure projects are planned in the near future and the water utility cash flow has planned for these projects to minimize any impacts of future water rate increases.

The storm water utility rate is proposed to be reviewed upon approval of the budget in March 2019 by Independent Financial Advisors. A rate increase for the utility is likely due to the high priority needs in storm water infrastructure improvements over the term of the Plan.

Grants, Intergovernmental and Miscellaneous Revenues
Every year city staff looks for opportunities outside of the normal funding mechanisms (property tax and utility rates) to assist with the construction of infrastructure projects. These opportunities can include awards of federal and state grants, regional resources or assistance from other taxing bodies. The proposed CIP financial plan identifies opportunities to receive grant awards or intergovernmental assistance;

however, at staff cautions the City not to rely on this revenue source. Grants will undoubtedly be explored and if grants have either been applied for already and we are waiting on award announcements, or the city anticipates making future applications for the funding, future CIP's may identify this as a more reliable source. The City works with neighboring jurisdictions on multiple projects. In the proposed CIP, the City is working with West Des Moines on traffic signal improvements to the University Avenue corridor and on trail connections.

This year the financial plan does rely on a few miscellaneous revenue sources to support CIP projects like the recent street project that considered funds from a previous bond issuance or additional cash available.

The City already was awarded a State Transportation Block Grant in the amount of $231,000 in 2016. The City is currently waiting on award of the same; State Transportation Block Grant in the amount of $2,000,000. Grants the City will likely apply for in the next year may be the Iowa Clean Air Attainment Program (ICAAP), Iowa Traffic Engineering Assistance Program (TEAP), Resource Enhancement and Protection (REAP), Vision Iowa, Iowa Great Places, Wellmark Foundation Matching Assets to Community Health Grant, Polk County Community Grant, Prairie Meadows Community Betterment Grant, Kum and Go Community Betterment Grant, Walmart Foundation Local Giving Program, Sams Club Community Grant Program, and Windsor Heights Community Foundation Grant.

If grants in the total amount needed in the CIP are not awarded, the City will need to consider updating the Urban Renewal Plan in order to utilize Tax Increment Financing (TIF) or utilize unrestricted General Fund reserves.

Financial Plan Overview

The financial plan presents a diversified approach to funding the proposed 2020-2024 Capital Improvements Plan from many sources. The plan focuses on finding non-traditional revenue sources to lessen the burden on Windsor Heights' taxpayers and aggressively seeks partnerships for enhancing the city's infrastructure. This CIP financial plan includes heavy reliance on GO debt through a proposed bond referendum, with substantial investments in infrastructure rehabilitation through TIF and utility user fees. Below is a quick summary of the funding sources.

Funding Source Revenue ($) % of Overall for FY20-24

Tax increment Financing (TIF) $3,510,000
19% Property Taxes $5,819,723 29%
Municipal Utility Revenues $4,891,000 26%
Road Use Tax $470,000 2%
Grants, Intergovernmental and Miscellaneous Revenues $4,619,723 24%
$18,966,323 100%

The financial plan section completes the submittal of the proposed 2020-2024 Capital Improvements Plan for the City Council's consideration. If any adjustments in project expenditures are made by the Council, similar adjustments will be made to the financial plan. The Council is scheduled to hold a public hearing on the CIP and approve the final draft of the 2020-2024 Capital Improvements Plan during the January 7 Council meeting.

FY 19/20 Budget,
TIF, Equipment Replacement
and Capital Improvement Planning Timeline
August 2018 – March 2019

8/22/18	City Administrator, City Clerk and Financial Advisor to meet with Council Budget Committee (Mayor Burgess, Jones and Jones) to review the budget process.
8/27/18	Meet with Gallagher and Employee Insurance Committee on Insurance Renewal. Administration and Public Works Staff meets with City Engineer to begin CIP planning. Equipment Replacement (5-15 year outlook) and Capital Improvement Project worksheets go out to the department heads.
9/10/18	Equipment Replacement (5-15 year outlook) and Capital Improvement Project worksheets due. One-on-one meetings with City Administrator. Probable costs from City Engineer due.
9/11/18	City Administrator to meet with DMWW, MidAmerican and City Engineer.
10/8/18	Budget worksheets go out to department heads.
10/15/18	City Administrator, City Clerk and Financial Advisor to meet with Council Budget Committee (Mayor Burgess, Jones and Jones) to review and discuss an overview of the city's financial position, long-term financial plan and confirm insurance renewal. Meet at 3:30 – 5:30 p.m.
11/12/18	Budget worksheets due from the department heads. City Administrator and City Clerk to Meet. City staff to prepare TIF Projections CIP, and ERP spreadsheets.
11/19/18	City Administrator to meet with each department head. City Administrator and City Clerk to meet with Council Budget Committee to finalize CIP Projects, ERP and TIF Projections. Meet at 3:30 - 5:30 p.m.
12/17/18	Council Budget Committee and Staff will present recommendations on CIP Projects, ERP and TIF Projections. Council set the PH on the CIP for January 7, 2019.
1/2/19	City Council hold a Special Council Meeting to finalize ballot language for a Local Option Sales and Service Tax referendum be added to the 3/5/19 ballot. Discussion on the CIP.
1/4/19	City Administrator and City Clerk to meet regarding all budget docs. City Administrator to meet with each department head.
1/7/19	Council holds the PH on the CIP and Council approval of such.
1/28/19	Special Council Meeting – Budget Work Session at 6:00 p.m.
2/4/19	Council Meeting – Budget Work Session following regular meeting.
2/18/19	Set the Public Hearing for March 4th to discuss and direct appropriate follow-up on the FY 2019/20 Budget and authorize publication. Publish Notice 2/22.
3/4/19	Public Hearing to discuss and request approval of the FY 2019/20 Budget.
3/15/19	Filing deadline of FY 2019/20 Budget with Polk County.

Created 7/30/2018 1:28 PM Updated 8/28/2018 2:41 PM 11/5/2018 5:25 PM
12/18/2018 9:05 AM

Windsor Heights Complete Streets - Master Plan

Updated: 1.3.2019

Segment ID	Street Name	From	To	PCI Rating (per 2017 Road Evaluation) [1]	PCI (per 2017 Road Evaluation) [2]	1-5 PCI Pavement Score [3]	1-5 DSM Water Works Priority Score [4]	1-5 City's Preferred Score [5]	1-4 Storm Sewer [6]	1-4 Sanitary Sewer [7]	1-4 Walkability Connectivity [8]	1-4 Engineer Input [9]	1-4 Curb and Gutter Rehab [10]	Total Score [11]	Existing Sidewalk	2016 Sidewalk Committee Recommended [12]	Notes
1	64th St.	Dead End	Franklin	Very Poor	18	5		2	5	1	4	1	3	21		Phase 1	2018 HMA
2	64th St.	Franklin	Northwest	Very Poor	18	5		2	1	1	4	1	1	15		Phase 1	2018 HMA
3	64th St.	College	Sunset	Very Poor	15	5		4	1	2	1	4	2	19	X	Phase 1	2017 Sidewalk
4	64th St.	Sunset	Forrest Ct	Very Poor	15	5		4	1	2	1	4	3	20	X	Phase 1	2017 Sidewalk
5	64th St.	Forrest Ct	University	Very Poor	15	5		4	1	3	1	4	3	21	X	Phase 1	2017 Sidewalk
6	64th St.	Dead End	School	Poor	36	4		1	1	3	2	1	3	15			
7	64th St.	School	Lamar	Very Poor	23	5		1	1	1	1	1	1	11			
8	65th St.	Forrest Ct	Elmcrest	Poor	39	4		1	2	3	3	1	4	18		Phase 2	
9	65th St.	Elmcrest	Carpenter	Poor	39	4		1	1	3	3	1	4	17			
10	65th St.	Carpenter	University	Poor	39	4		2	1	3	3	1	4	18		Phase 2	
11	65th St.	University	School	Poor	39	4		1	1	3	3	1	4	17		Phase 2	
12	65th St.	School	Lamar	Very Poor	20	5		1	2	1	2	1	4	16			2018 HMA
13	65th St.	Crocker	Center	Very Poor	17	5		2	2	1	2	2	2	16			
14	66th St.	Lincoln	Dead End	Fair	40	3		4	2	1	2	1	1	14			2018 HMA
15	66th St.	Washington	College	Fair	36	3		4	1	1	3	1	1	14			
16	66th St.	Del Matro	Sunset	Very Poor	26	5		4	2	3	4	2	3	23		Phase 1	
17	66th St.	Sunset	Colby	Very Poor	26	5		4	1	1	4	1	2	18		Phase 1	
18	66th St.	Colby	Forrest Ct	Very Poor	26	5		4	2	3	4	2	1	21		Phase 1	
19	66th St.	Forrest Ct	Elmcrest	Very Poor	26	5		4	2	3	4	2	2	22		Phase 1	
20	66th St.	Elmcrest	University	Very Poor	26	5		5	2	3	4	2	2	23		Phase 1	
21	66th St.	University	School	Very Poor	26	5		1	1	3	4	1	4	19		Phase 1	2018 HMA
22	67th St.	University	School	Very Poor	14	5		5	2	3	3	4	2	24		Phase 2	
23	68th St.	Hickman	Timmons	Very Poor	0	5		5	5	1	3	5	2	26			
24	68th St.	Washington	Del Matro	Very Poor	18	5		2	2	1	3	4	2	19		Phase 2	
25	68th St.	Del Matro	Colby	Very Poor	18	5		2	2	1	3	4	2	19		Phase 2	
26	68th St.	Colby	University	Very Poor	18	5		2	1	1	3	4	2	18		Phase 2	
27	68th St.	University	School	Very Poor	18	5		4	1	1	3	5	2	21			
28	69th St.	Hickman	Timmons	Very Poor	15	5		1	5	1	2	1	2	17		Phase 1	2018 HMA
29	69th St.	Timmons	Washington	Very Poor	15	5		1	5	1	4	1	2	19		Phase 1	2018 HMA
30	69th St.	University	Mott	Very Poor	18	5	5	5	5	2	1	4	2	29	X		Proposed 2020-21
30	69th St.	Mott	School	Very Poor	18	5	5	5	5	2	1	4	2	29	X	Phase 1	Proposed 2020-21
31	70th St.	Hickman	Wilshire	Very Poor	15	5		5	1	3	1	3	4	22	X		
32	70th St.	Wilshire	Washington	Very Poor	15	5		2	1	2	1	2	2	15	X		2018 PATCH
33	70th St.	Washington	Sunset	Very Poor	15	5		2	3	1	1	1	2	15	X		2018 PATCH
34	70th St.	Sunset	Colby	Very Poor	15	5		2	3	1	1	2	4	18	X		2018 PATCH
35	70th St.	Colby	University	Very Poor	15	5		2	1	1	1	1	4	15	X		2018 HMA

Windsor Heights Complete Streets - Master Plan

Updated: 1.3.2019

Segment ID	Street Name	From	To	PCI Rating (per 2017 Road Evaluation) [1]	PCI (per 2017 Road Evaluation) [2]	1-5 PCI Pavement Score [3]	1-5 DSM Water Works Priority Score [4]	1-5 City's Preferred Score [5]	1-4 Storm Sewer [6]	1-4 Sanitary Sewer [7]	1-4 Walkability Connectivity [8]	1-4 Engineer Input [9]	1-4 Curb and Gutter Rehab [10]	Total Score [11]	Existing Sidewalk	2016 Sidewalk Committee Recommended [12]	Notes
36	71st St.	Forrest Ct	Dead End	Fair	41	3		1	1	1	3	1	2	12		Phase 2	
37	72nd St	Forrest Ct	Dead End	Very Poor	15	5		2	3	1	2	2	2	17			
38	73rd St.	Hickman	Wilshire	Very Poor	22	5		3	3	3	0	3	3	20	X		
39	73rd St.	Wilshire	Sunrise	Very Poor	22	5		3	5	3	0	3	3	22	X		
40	73rd St.	Sunrise	College	Very Poor	22	5		3	5	3	0	3	3	22	X		
41	73rd St.	College	Colby	Very Poor	22	5		3	5	3	0	3	3	22	X		
42	73rd St.	Colby	Forrest Ct	Very Poor	20	5		3	5	1	0	3	3	20	X		
43	73rd St.	Forrest Ct	University	Very Poor	20	5		3	4	3	0	3	3	21	X		
44	73rd St.	University	Center	Very Poor	28	5		3	4	3	0	3	2	20	X		
45	74th St.	Wilshire	College	Very Poor	14	5		3	1	2	1	3	3	18	X		
46	75th St.	Wilshire	College	Very Poor	23	5		3	1	3	1	3	4	20	X		
47	76th St.	77th	College	Very Poor	14	5		3	4	3	1	3	4	23	X		
48	77th St.	Marilyn	College	Very Poor	15	5		2	1	2	1	3	4	18	X		
49	78th St.	Marilyn	College	Poor	39	4		2	5	1	1	2	4	19	X		
50	79th St.	Marilyn	College	Fair	41	3		2	5	1	1	1	4	17	X		
51	80th St.	Culdesac	Marilyn	Good	57	2		2	3	1	1	1	3	13	X		
52	80th St.	Marilyn	College	Good	57	2		1	5	2	1	1	3	15	X		
53	Allison Ave.	66th	64th	Poor	34	4		2	5	1	2	1	1	16			2018 HMA/ Proposed 2020-21
54	Bellaire Ave	73rd	70th	Fair	49	3		2	2	2	1	1	4	15	X		
55	Carpenter Ave.	68th	66th	Fair	43	3		2	3	3	2	1	4	18			
56	Carpenter Ave.	65th	64th	Poor	32	4		1	1	3	2	2	4	17			
57	Center St.	73rd	Hoak Dr	Good	55	2		1	3	1	2	1	1	11			
58	Center St.	Creek	65th	Poor	36	4		3	2	2	2	2	2	17			
59	Center St.	65th	Mariner Pl	Poor	36	4		2	2	1	2	2	2	15			
60	Colby Ave	73rd	70th	Very Poor	24	5		2	5	1	4	2	3	22		Phase 1	
61	Colby Ave	70th	68th	Very Poor	24	5		2	1	3	4	2	2	19		Phase 1	
62	Colby Ave	68th	66th	Very Poor	24	5		2	1	3	4	2	2	19		Phase 1	
63	Colby Ave	66th	64th	Very Poor	24	5		2	1	3	4	2	2	19		Phase 1	
64	Colby Ave	64th	63rd	Very Poor	24	5		2	1	3	4	2	2	19		Phase 1	
65	College Ave	68th	66th	Good	52	2		3	2	3	1	2	4	17			
66	College Ave	64th	63rd	Poor	34	4		2	1	1	2	2	2	14			

Windsor Heights Complete Streets - Master Plan

Updated: 1.3.2019

Segment ID	Street Name	From	To	PCI Rating (per 2017 Road Evaluation) [1]	PCI (per 2017 Road Evaluation) [2]	1-5 PCI Pavement Score [3]	1-5 DSM Water Works Priority Score [4]	1-5 City's Preferred Score [5]	1-4 Storm Sewer [6]	1-4 Sanitary Sewer [7]	1-4 Walkability Connectivity [8]	1-4 Engineer Input [9]	1-4 Curb and Gutter Rehab [10]	Total Score [11]	Existing Sidewalk	2016 Sidewalk Committee Recommended [12]	Notes
67	College Dr.	Harbach	Luin Ln	Very Poor	14	5		5	2	3	1	5	4	25	X		Proposed 2020-21
68	College Dr.	Luin Ln	80th	Very Poor	14	5		5	2	3	1	5	4	25	X		Proposed 2020-21
69	College Dr.	80th	79th	Very Poor	14	5		5	3	3	1	5	4	26	X		Proposed 2020-21
70	College Dr.	79th	78th	Very Poor	14	5		5	3	3	1	5	4	26	X		Proposed 2020-21
71	College Dr.	78th	77th	Very Poor	14	5		5	5	3	1	5	4	28	X		Proposed 2020-21
72	College Dr.	77th	Plaza Cir	Very Poor	14	5		5	5	3	1	5	4	28	X		Proposed 2020-21
73	College Dr.	Plaza Cir	74th	Very Poor	14	5	5	5	2	3	1	5	4	30	X		Proposed 2020-21
74	College Dr.	74th	73rd	Very Poor	14	5	5	5	2	1	1	5	4	28	X		Proposed 2020-21
75	Crocker St.	65th	Mariner Pl	Very Poor	21	5		3	3	2	2	2	1	18			
76	Del Matro Ave	73rd	70th	Poor	35	4		1	3	3	1	1	2	15	X	Phase 1	2017 Sidewalk
77	Del Matro Ave	70th	68th	Poor	35	4		2	2	1	1	1	3	14	X	Phase 1	2017 Sidewalk
78	Del Matro Ave	68th	Del Matro Ct	Poor	35	4		2	1	1	1	1	4	14	X	Phase 1	2017 Sidewalk
79	Del Matro Ave	Del Matro Ct	66th	Very Poor	18	5		3	1	1	1	1	2	14	X	Phase 1	2017 Sidewalk
80	Del Matro Ave	66th	64th	Good	40	2		1	5	1	1	1	4	15	X	Phase 1	2017 Sidewalk
81	Del Matro Ct	Del Matro	Dead End	Poor	32	4		3	1	3	3	1	2	17			
82	El Rancho Ave	73rd	70th	Good	59	2		3	5	3	2	1	4	20			
83	Elmcrest Dr.	68th	66th	Good	65	2		2	3	2	2	2	4	17			
84	Elmcrest Dr.	66th	65th *	Good	65	2		1	1	1	2	2	1	10			
85	Elmcrest Dr.	65th	64th	Fair	45	3		3	2	1	2	3	1	15			
86	Forrest Ct	73rd	72nd	Very Poor	21	5		2	5	3	3	2	2	22		Phase 2	2015 HMA
87	Forrest Ct	72nd	71st	Very Poor	21	5		2	5	3	3	2	2	22		Phase 2	2015 HMA
88	Forrest Ct	71st	70th	Very Poor	21	5		2	5	1	3	2	2	20		Phase 2	2015 HMA
89	Forrest Ct	70th	68th	Very Poor	21	5		2	5	3	3	3	3	24		Phase 2	
90	Forrest Ct	68th	66th	Very Poor	21	5		3	2	3	3	3	3	22		Phase 2	
91	Forrest Ct	66th	65th	Very Poor	21	5		3	1	3	3	3	2	20		Phase 2	
92	Forrest Ct	65th	64th	Very Poor	21	5		2	1	3	3	3	2	19		Phase 2	
93	Franklin Ave	73rd	70th	Good	52	2		2	5	3	1	1	2	16	X		
94	Franklin Ave	Dead End	64th	Fair	43	3		1	3	1	2	1	4	15	X		
95	Franklin Ave	64th	63rd	Good	65	2		1	1	1	4	1	1	11			
96	Garrison Rd.	72nd	70th	Good	59	2		1	1	2	2	1	4	13			
97	Hunter Cir.	School	School	Fair	44	3		2	3	2	1	1	3	15			
98	Jefferson Ave	73rd	70th	Poor	30	4		2	4	2	0	2	2	16	X		
99	Lamar Pl.	65th	64th	Poor	37	4		1	2	1	2	1	1	12			2018 HMA
100	Lincoln Ave	68th	66th	Very Poor	26	5		2	3	1	3	2	4	20	X		
101	Lincoln Ave	66th	64th	Very Poor	26	5		2	5	1	0	2	4	19	X		

Windsor Heights Complete Streets - Master Plan

Updated: 1.3.2019

Segment ID	Street Name	From	To	PCI Rating (per 2017 Road Evaluation) [1]	PCI (per 2017 Road Evaluation) [2]	1-5 PCI Pavement Score [3]	1-5 DSM Water Works Priority Score [4]	1-5 City's Preferred Score [5]	1-4 Storm Sewer [6]	1-4 Sanitary Sewer [7]	1-4 Walkability Connectivity [8]	1-4 Engineer Input [9]	1-4 Curb and Gutter Rehab [10]	Total Score [11]	Existing Sidewalk	2016 Sidewalk Committee Recommended [12]	Notes
102	Luin Ln	College	College	Very Poor	18	5		3	2	2	1	4	3	20	X		
103	Marilyn Dr.	City Bndy	80th	Very Poor	19	5		4	2	1	1	3	4	20	X		
104	Marilyn Dr.	80th	79th	Very Poor	19	5		5	2	1	1	3	4	21	X		
105	Marilyn Dr.	79th	78th	Very Poor	19	5		5	2	2	1	3	4	22	X		
106	Marilyn Dr.	78th	76th	Very Poor	19	5		5	5	1	1	3	4	24	X		
107	Monterey Dr.	Garrison	Hickman	Fair	44	3		2	2	2	2	1	3	15			
108	Mott Ave.	69th	68th	Very Poor	21	5		2	5	1	4	1	1	19		Phase 1	2018 HMA
109	Mott Ave.	68th	67th	Very Poor	7	5		2	5	1	4	1	1	19		Phase 1	2018 HMA
110	Mott Ave.	67th	66th	Very Poor	4	5		2	5	1	4	1	1	19		Phase 1	2018 HMA
111	Mott Ave.	65th	64th	Fair	40	3		4	1	1	4	1	1	15		Phase 1	
112	Northwest Dr.	69th	64th	Very Poor	15	5		3	5	1	4	1	2	21		Phase 1	2018 HMA
113	Plaza Cir.	College	Dead End	Very Poor	19	5		3	3	2	2	3	2	20			
114	Reite Ave	73rd	70th	Poor	31	4	3	2	2	1	2	2	2	18			Proposed 2022-23
115	Reite Ave	70th	68th	Poor	31	4	3	3	1	2	2	2	2	19			Proposed 2022-23
116	School St.	69th	68th	Good	64	2		2	5	4	1	1	1	16			
117	School St.	68th	Hunter Cir	Poor	37	4		2	2	4	1	1	1	15			
118	School St.	Hunter Cir	Hunter Cir	Good	53	2		3	2	4	1	1	3	16			
119	School St.	67th	65th	Very Poor	29	5		2	5	2	1	2	4	21			
120	School St.	65th	64th	Poor	38	4		2	2	1	1	1	3	14			
121	School St.	64th	63rd	Fair	46	3		3	1	1	1	1	1	11			2018 HMA
122	Shasta Pl.	Hickman	Garrison	Good	59	2		2	1	2	2	1	4	14			
123	Sunrise Blvd	73rd	70th	Fair	44	3		2	5	1	3	1	4	19			
124	Sunset Ter	73rd	70th	Very Poor	9	5		5	2	3	3	1	1	20		Phase 2	2017 RECON
125	Sunset Ter	70th	68th	Very Poor	9	5		5	2	2	3	1	1	19		Phase 2	2017 RECON
126	Sunset Ter	68th	66th	Poor	37	4		5	1	1	3	1	1	16		Phase 2	2017 RECON
127	Sunset Ter	66th	64th	Poor	37	4		3	1	2	3	2	4	19		Phase 2	2017 RECON
128	Sunset Ter	64th	63rd	Poor	37	4		2	1	1	3	2	4	17		Phase 2	
129	Timmons Dr.	69th	68th	Very Poor	18	5		2	2	1	3	2	1	16		Phase 2	
130	University Ave.	Creek	73rd	Good	53	2		1	2	2	1	1	3	12	X		Proposed 2020-21
131	University Ave.	73rd	70th	Poor	35	4		5	2	3	1	4	3	22	X		Proposed 2020-21
132	University Ave.	70th	69th	Fair	35	3		4	2	3	1	2	3	18	X		Proposed 2020-21
133	University Ave.	69th	68th	Fair	35	3		4	2	3	1	2	3	18	X		Proposed 2020-21
134	University Ave.	68th	66th	Poor	35	4		3	2	3	1	1	3	17	X		Proposed 2020-21
135	University Ave.	66th	65th	Poor	35	4		3	2	3	1	1	3	17	X		Proposed 2020-21
136	University Ave.	65th	64th	Poor	35	4		3	2	3	1	1	3	17	X		Proposed 2020-21
137	University Ave.	64th	63rd	Very Poor	11	5		3	2	3	1	4	3	21	X		Proposed 2020-21

Windsor Heights Complete Streets - Master Plan

Updated: 1.3.2019

Segment ID	Street Name	From	To	PCI Rating (per 2017 Road Evaluation) [1]	PCI (per 2017 Road Evaluation) [2]	1-5 PCI Pavement Score [3]	1-5 DSM Water Works Priority Score [4]	1-5 City's Preferred Score [5]	1-4 Storm Sewer [6]	1-4 Sanitary Sewer [7]	1-4 Walkability Connectivity [8]	1-4 Engineer Input [9]	1-4 Curb and Gutter Rehab [10]	Total Score [11]	Existing Sidewalk	2016 Sidewalk Committee Recommended [12]	Notes
138	Washington Ave	73rd	70th	Fair	47	3		2	3	1	1	1	4	15	X		
139	Washington Ave	70th	68th	Fair	47	3		2	5	1	1	1	2	15	X		
140	Washington Ave	68th	63rd	Fair	47	3		2	1	1	1	3	4	15	X		
141	Wilshire Blvd	75th	74th	Very Poor	17	5		4	1	2	2	5	2	21			
142	Wilshire Blvd	74th	73rd	Very Poor	17	5		4	4	2	2	5	2	24			
143	Wilshire Blvd	73rd	70th	Very Poor	17	5		4	5	1	2	5	2	24			

Notes:

1 <30s Very Poor — Pavement Condition Index: The PCI is a composite measure of the pavement condition. It combines all of the distresses collected (cracking, patching, ride, and roughness) into a single measure of pavement condition (0 to 100 scale). Different distresses can have different weights in the PCI calculation process.
30-40 Poor
40-50 Fair
>59 Good

2 Data collected in 2017. This data is on an everyother year rotation. Sunset Terrace, 70th Street and streets included in the 2018 HMA project have PCI's that do not reflect the current conditions. PCI's are from 2017, prior to work completed
Pavement Condition Index: The PCI is a composite measure of the pavement condition. It combines all of the distresses collected (cracking, patching, ride, and roughness) into a single measure of pavement condition (0 to 100 scale). Different distresses can have different weights in the PCI calculation process.

3 PCI Rating
Excellent 5
Good 4
Fair 3
Poor 2
Very Poor 1

4 Score is reflected per DM Water Works December 2018 CIP.

5 Based on Public Works staff assessment August 2018.

6 Based on completed Storm Water Management Plan September 2018.

7 Completed by City Engineer prior to 2017. To be updated as more information obtained through televising and projects.

8 Completed by Walkability Committee for new sidewalks.

9 Completed by City Engineer.

10 Completed by City Engineer prior to 2017. To be updated as projects are completed.

11 A higher score represents a higher need for improvements. Number turns green when above 17.

12 Phase 1: Focuses on completing key pedestrian links to schools and parks.
Phase 2: Focuses on secondary connections to complete a pedestrian network.

WINDSOR HEIGHTS WATER DISTRIBUTION SYSTEM CAPITAL IMPROVEMENT PLAN

Des Moines Water Works

Water You Can Trust for Life

December 2018

The City of Windsor Heights became a full service customer to Des Moines Water Works (DMWW) in 1988. Services that DMWW provides the City of Windsor Heights include: water billing, meter reading, customer service, engineering design and management, and distribution system maintenance and operation. The water distribution system has approximately 23 miles of water main ranging in size from four inches in diameter to 12 inches in diameter. The distribution system also includes 209 fire hydrants and 226 valves. A water distribution system Capital Improvements Plan (CIP) was previously completed by DMWW in April 2015.

This 2018 CIP Report has been prepared by DMWW for the City of Windsor Heights planning purposes and includes the following information:

- *Status update* on planned water main replacement and anode retrofit program from the 2015 CIP.
- *Estimated available funds* for new water distribution system improvement projects.
- *Current methodology* for selecting projects for this 2018 CIP.
- *Non water main projects with water main opportunities* for next five years.
- *Recommended water main improvement projects* for next five years.

Status Update

The 2015 CIP identified five projects to replace existing water mains and to implement an anode retrofit program to cathodically protect existing cast iron water mains. The projects were identified using both the main break to length ratio and the cost for each project. Streets were grouped together to identify projects that included both anode retrofit and water main replacement projects at a total construction cost of approximately $300,000. The available capital fund balance was insufficient to complete all of the projects identified in the 2015 CIP. A decision was made to create one anode retrofit project for completion in 2018 at a cost of approximately $140,000 and allow remaining available funds to grow over several years to fund future water main replacement projects.

None of the proposed water main replacement projects in the 2015 CIP were completed due to a shortage of available funds. No new water main replacement projects have been completed since 2011. There have been three water main replacement projects since 2009.

1. The first main replacement project was constructed in 2009 on 64th Street from School Street north to the dead end and on Mott Avenue from 64th Street to 65th Street. Water main for this first project was replaced because of the high number of main breaks on the existing water main and because the size of the existing water main was less than 6 inches and therefore too small for fire protection.

2. The second main replacement project was constructed in 2011 beneath Walnut Creek just north of I-235. This water main became too shallow underneath the creek after the 2008 floods and was paid for by FEMA funding.

3. The third water main replacement project was constructed in 2011 in coordination with a City of Windsor Heights project. The water main in this project was replaced on Hickman Road from 63rd Street west for approximately 1,100 feet. The inconvenience to property owners and drivers was minimized by installing new water main as part of a city infrastructure project.

Since the start of the anode retrofit program in 2006, a total of 17,667 linear feet of water main within Windsor Heights has been protected using anodes. A review of water main break data since anode installation indicates that the number of main breaks on these streets has decreased significantly, allowing the pipe to remain in service longer, thereby maximizing the available useful life of this asset.

Table 1 shows the streets that have been cathodically protected using anodes as part of the anode retrofit program in the City of Windsor Heights since 2008. In 2018, a total of 8 additional streets were cathodically protected using anodes. Although Center Street from Walnut Creek to 65th Street was scheduled to be a 2018 anode retrofit project, interference from an existing storm sewer prevented access for installing the anodes, therefore plans to anode retrofit this street have been abandoned at this time.

Table 1 - Summary of Anode Retrofit Program Installations

Year	Street	From	To	Water Main Size (in)	Length (ft)
2006	Timmons Drive	69th Street	68th Street	6	555
2008	74th Street	College Drive	Wilshire Boulevard	6	1,444
2009	Sunrise Boulevard	73rd Street	70th Street	6	1,486
2011	Colby Avenue	73rd Street	70th Street	6	1,279
2013	College Drive	75th Street	73rd Street	6	620
2013	68th Street	Timmons Drive	Hickman Road	6	1,287
2018	66th Street	School St	University Ave	6	1,753
2018	68th Street	Elmcrest	Colby	6	680
2018	69th Street	Washington Ave	Hickman Rd	6	1,944
2018	73rd Street	University Ave	Sunset Terrace	6	1,834
2018	73rd St	College Ave	Wilshire Blvd	6	2,880
2018	Jefferson Ave	73rd St	70th Street	6	1,328
2018	Sunset Terrace	63rd St	64th Street	6	342
2018	Washington Ave	68th St	70th Street	6	386
~~2018~~	~~Center Street~~	~~Walnut Creek~~	~~65th Street~~	~~6~~	~~529~~
				Total LF	**17,818**

Estimated Available Funds

Effective April 1, 2016, the capital improvement fee was raised from $1.00 per 1000 gallons to $2.00 per 1000 gallons in Windsor Heights. Doubling the capital improvement fee in 2016 provides the city with additional revenue and more options for managing their water distribution system capital improvement projects.

Estimated Capital Fund balances for 2019 through 2023 are shown in Table 2 and Table 3 below. The uncertainty with actual dollars available for capital expenditures is because expenditures and water consumption fluctuate and are unknown until they occur. Assumptions have been made to estimate the capital funds for water distribution improvement projects from 2019 through 2023. The following assumptions were used:

- Revenue collected through billing is consistently $240,000.
- Net operating position is consistently $0.
- No interest credit was included.
- Construction projects will be completed in 2020 and 2022.
- Capital expenditure amounts shown do not use all available funds from the prior year balance. This is intentional since there are many unknowns during the planning stage.

It is important to note that project budget estimates and capital funds presented in this CIP are estimates only and serve as a basis for planning purposes for the City of Windsor Heights. As actual costs and revenue are established, the City of Windsor Heights may choose to add or subtract projects according to additional information that will be gained during the design, bidding and construction phases of projects, as well as each year when actual capital fund amounts are determined in January of the next year.

Table 2 presents estimated capital improvement funds assuming projects will be constructed in 2020 and 2022. As shown in Table 2, capital improvement funds in 2020 are estimated to be $792,000 and in 2022 are estimated to be $557,000.

Table 2 - Estimated Capital Improvement Funds for Project Planning - Option 1

	Option 1 - Estimated Capital Improvement Funds				
	2019	**2020**	**2021**	**2022**	**2023**
Prior Year Ending Balance (as of December 31st)	$567,000	$792,000	$332,000	$557,000	$297,000
Capital Improvement Fee	$240,000	$240,000	$240,000	$240,000	$240,000
Rates minus Costs	0	0	0	0	0
Paid to City of Windsor Heights	($15,000)	0	($15,000)	0	($15,000)
Capital Expenditures	0	($700,000)	0	($500,000)	0
Interest Credit (4%)	0	0	0	0	0
Ending Capital Fund Balance (as of December 31st)	**$792,000**	**$332,000**	**$557,000**	**$297,000**	**$522,000**

Another option is to consider increasing the number of years between projects to allow capital improvement funds to grow and allow for larger projects or several projects to be completed. Table 3 shows the estimated funds if construction projects are constructed in 2020 and 2023. By delaying construction by one year, the available funds in 2023 is estimated to be $797,000 compared to the $557,000 that would be available for a 2022 construction project as shown above in Table 2.

Table 3 - Estimated Capital Improvement Funds for Project Planning - Option 2

	Option 2 - Estimated Capital Improvement Funds				
	2019	**2020**	**2021**	**2022**	**2023**
Prior Year Ending Balance (as of December 31st)	$567,000	$792,000	$332,000	$557,000	$797,000
Capital Improvement Fee	$240,000	$240,000	$240,000	$240,000	$240,000
Rates minus Costs	$0	$0	$0	$0	$0
Paid to City of Windsor Heights	($15,000)	$0	($15,000)	$0	$0
Capital Expenditures	$0	($700,000)	$0	$0	($700,000)
Interest Credit (4%)	$0	$0	$0	$0	$0
Ending Capital Fund Balance (as of December 31st)	**$792,000**	**$332,000**	**$557,000**	**$797,000**	**$322,000**

The City of Windsor Heights could choose to include a net operating position in the estimated fund balance calculation. The net operating position is defined as the difference between water rate revenue and operating expenses. This value can be positive or negative depending on the actual revenue and operating expenses in a given year. Actual net operating positions for 2015 through 2017 were as follows:

2015: $6,223
2016: $59,114
2017: $81,302

Selecting to use zero dollars for net operating position in the above tables recognizes that this number can be positive or negative and that the trend seen over the last three years could change. If the capital fund balance is less than expected, Windsor Heights will need to alter the capital improvement fund since DMWW will not advance funds.

The City of Windsor Heights could choose to include the interest credit to estimate the ending capital fund balance. The calculation for determining interest credit is:

Interest Credit = (Beginning fund balance + ending fund balance)/2 * 0.04

For 2019 the 4% interest credit would be calculated as follows:

($567,000 + $792,000)/2 * 0.04 = $27,180

The project list included in Table 4 later in this updated CIP has been established using the estimated funds shown in Table 2 above. The City of Windsor Heights could choose to delay construction from 2022 to 2023 to allow for additional funds to accumulate as shown in Table 3.

Current Methodology

DMWW has determined through operational experience that it is better to replace a section of water main when the following conditions exist:

1. Water main is too small to provide fire protection to the community, typically $\leq$ 6 inch.
2. Too many previous main breaks on a water main.
3. City plans for a project to completely reconstruct the street.

Fire protection is available to a community when:

1. Water supply is present.
2. Distribution system does not include hydraulic restrictions.
3. Hydrants are properly spaced and installed.

Water mains smaller than 6 inches create hydraulic restrictions and limit the supply of water available for fire fighting. Hydrants are placed on water main that is at least 6 inches in diameter. For the replacement of existing water main within the Windsor Heights water distribution system, DMWW recommends installing a minimum of 8-inch diameter water main to provide fire protection.

The anode retrofit program uses sacrificial anodes to lower the rate of corrosion that occurs on existing water mains within the distribution system for maximizing the useful life of the pipe. The cost of implementing an anode retrofit program on an existing water main is significantly less than replacing the same water main and has the added benefit of extending the useful life of the existing water main. Water mains with anodes must be monitored for water main breaks. When the number of breaks negatively impacts service levels for customers, this pipe moves up higher in the ranking order of pipe replacement projects.

In March 2017, a Water Main Replacement Analysis Final Report was completed by HDR for DMWW. The primary goal of this effort was twofold:

1. Establish prudent, transparent, and defensible investment levels to enable DMWW to sustain desired levels of service as the system continues to age and deteriorate.
2. Focus those investments to ensure ratepayers realize the greatest return on their investment.

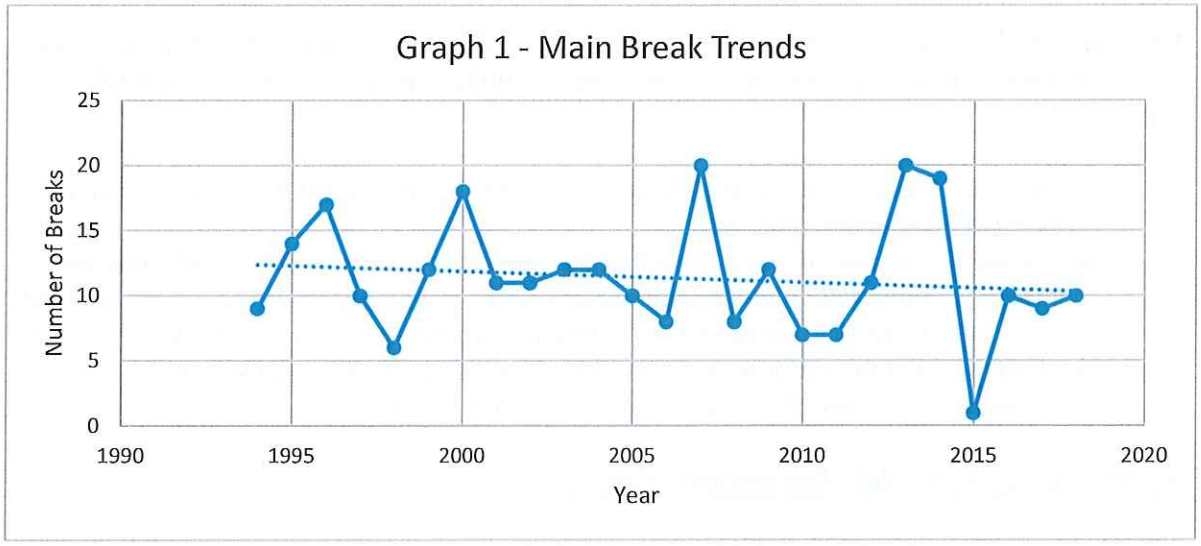
To accomplish these goals, water distribution models were developed using main break data and water main material and installation dates for the entire DMWW's distribution system, including full service customers such as Windsor Heights. The models are used to evaluate deterioration of pipe based on two pipe attributes:

- Cohort
  - Defined as a grouping of pipe with a common characteristic (e.g., material, vintage, pressure, diameter, etc.)
  - Intent of cohort analysis is to understand broad infrastructure performance trends that will be used to estimate useful life and optimize system management and replacement budgets and schedules.

- Zone ID
  - Defined as the smallest unit of pipe that can be hydraulically isolated from valve to valve.
  - A method to group short stretches of pipe into more meaningful groupings for break forecasting and water main replacement decision making.

Water main break data is recorded in DMWW's Graphical Information System (GIS) following main break repairs. This information is updated each time the water distribution model is run.

As shown on the graph below, the number of main breaks in the City of Windsor Heights significantly dropped in 2015. From 2015 to the present time there have been approximately 10 breaks per year.



The water distribution model was run in June of 2018 for water main located within the Windsor Heights distribution system. Information from this model run has been used to identify water main condition and to assist in ranking streets for water main replacement.

The City of Windsor Heights has developed a multi-year capital improvement program from 2019 to 2023. Coordination of water main replacement projects with road reconstruction, storm, and sanitary sewer projects is often an economical way to install water main due to the cost savings realized by only paving once.

Non Water Main Projects with Water Main Opportunities

69th Street from School to University Avenue (Project 1)
The planned project to reconstruct 69th Street from School Street to University Avenue and to replace storm and sanitary sewer is an opportunity to replace the existing 4-inch water main with 8-inch water main along this section of street. This section of water main was identified for replacement in the 2015 CIP and continues to be a street with a high zone risk score, indicating the need for replacement. The city has currently scheduled this work to be completed from 2020-2021.

College Drive from 73rd Street to Harbach Avenue (Project 2 and 2A)
Also scheduled for reconstruction is College Drive from 73rd Street to Harbach Avenue. A review of water main along this stretch indicates that the water main from 73rd Street to a water valve located west of 75th Street is a candidate for replacement due to the number of water main breaks and high zone risk score for this section of pipe. While there are a few breaks on the remaining stretch of street from the valve west of 75th Street to Harbach Boulevard, this section of pipe is not in immediate need of replacement and likely has useful life remaining.

The cost to replace the entire stretch of water main on College Drive from 73rd Street to Harbach Avenue would exceed the estimated available funds. Further discussions are recommended to discuss either:

1. Postponing this reconstruction for a year or two until funds are available to replace the entire length of water main, or
2. Replacing the section of water main that has been identified as a higher risk zone and completing water main alterations if needed on the remaining length of water main that runs to Luin Lane. The design of the storm and sanitary sewers could be discussed early in design so that the water main is avoided wherever possible to reduce costs. There is no existing water main from Luin Lane to Harbach Boulevard.

Recommended Water Main Improvement Projects

Refer below to Table 4 - Windsor Heights 2018 CIP Recommended Projects for a summary of recommended projects and associated costs for water distribution system improvements. Additional projects have been included for consideration to give the city flexibility in using their available funds as it fits with other projects the city is undertaking.

Following are the recommended projects for construction in 2020:

1. It is recommended that new water main be designed and installed along 69th St from School Street to University Avenue as an integrated design and construction component with the city's road reconstruction and storm and sanitary sewer projects (See Project No. 1 below). The installation of a new 8-inch water main to replace the existing 4-inch water main will benefit the water distribution system by enabling firefighting capabilities on this new section of pipe. The water main replacement project can benefit from a cost perspective by being completed at the same time as other planned city improvements.

   Estimated Cost of Project 1 = $474,000

2. The available estimated funds remaining for construction in 2020 is insufficient to complete water main replacement for the entire length of College Drive from 73rd Street to Harbach Avenue which is estimated to be $533,000. However, completing a smaller section of water main replacement on College Drive from 73rd Street to the water valve located just west of 75th Street is recommended to replace existing 6-inch water main that has a high zone risk score and water main breaks (See Project No 2 below). Replacing the existing 6-inch water main with new 8-inch water main could coincide with the city's reconstruction of College Drive.

   Estimated cost to complete smaller section from 73rd Street to 75th Street: $160,000
   Subtotal of Projects 1 and 2 = $634,000
   Total estimated funds available as of December 31, 2019 = $792,000.
   Remaining estimated funds available = $158,000 (*Could use for alterations of remaining section of College Drive from 75th Street to Luin Lane – Project 2A below)*

Further discussion with the city's consulting engineer is required to determine if the completion of Project No. 2A is feasible. Discussions early in design will verify if regulatory separation distances can be met and will determine if water main alterations will be required. Once that information is known, a decision could be made regarding the extent of water main replacement and alterations along College Drive and whether postponing of this street project to a later date is something the City of Windsor Heights wants to consider.

Following are the recommended projects if the City of Windsor Heights chooses to have a water main replacement construction project in 2022:

1. It is recommended that new water main be designed and installed along Reite Avenue from 68th Street to 73rd Street. This is a project that was identified for possible water main replacement in the 2015 CIP. This project is identified as Project No. 3 below and is recommended for construction in 2022 or 2023. Consideration could be given to combining this project with other city improvement projects.

   Estimated Cost of Project 3 = $424,000.
   Total estimated funds as of December 31, 2021 = $557,000.
   Remaining estimated funds available = $133,000.

2. The City of Windsor Heights could consider adding Project 4 with Project 3. Project 4 is for new water main designed and installed on 66th Street from Del Matro Avenue to Sunset Terrace.

   Estimated Cost of Project 4 = $70,000
   Subtotal Estimated Costs of Projects 3 and 4 = $494,000
   Remaining estimated funds available = $53,000

Further discussion with the city's consulting engineer is required to determine if these projects are a good fit with other city projects or whether these projects could be done as stand-alone water main replacement projects. As discussed previously, there is always the option to delay construction projects into the future to allow capital funds to grow.

4 - Windsor Heights 2018 CIP Recommended Projects

Project No.	Street	From	To	Replacement Total Cost	Alteration Cost	$/ft	Total Estimated Project Cost	Replace/Alterations
1	69th Street	School Street	Mott Avenue	$253,000		$310	$634,000	Replace as part of 2020-21 RECON
1	69th Street	University Avenue	Mott Avenue	$221,000		$270		Replace as part of 2020-21 RECON
2	College Dr	73rd Steet	75th Street	$160,000		$246		Replace as part of 2020-21 RECON
2A	College Dr	75th Street	Luin Ln		Unknown until design review.		Estimated $158,000 might be available for alterations	Alterations as needed for 2020-21 RECON
3	Reite Avenue	73rd Street	68th Street	$424,000		$245	$424,000	Consider replacing in 2022 construction season along with other city projects
4	66th Street	Del Matro Avenue	Sunset Terrace	$70,000		$269	$70,000	Consider as funds become available or projects are identified

73rd STREET SIDEWALK
WINDSOR HEIGHTS
UNIVERSITY AVE TO CENTER ST

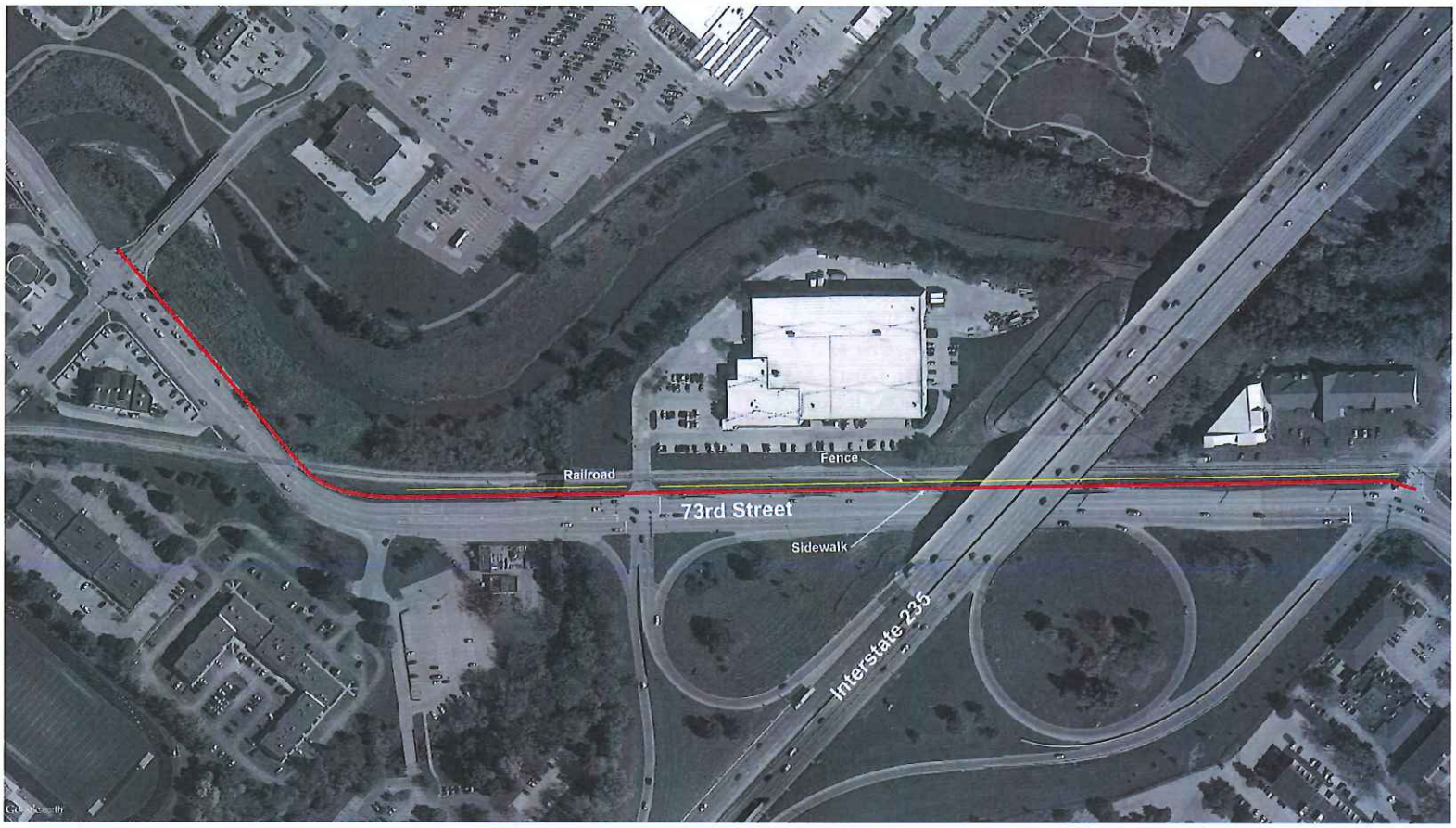
BOLTON & MENK

Real People. Real Solutions.

Line No.	Description	Unit	Quantity	Unit Price	Total
	DEMOLITION				
1	PAVEMENT REMOVAL	SY	60.0	$20.00	$1,200.00
2	SIDEWALK REMOVAL	SY	30.0	$12.00	$360.00
3	DRIVEWAY REMOVAL	SY	40.0	$15.00	$600.00
4	CLEARING AND GRUBBING	LS	1.0	$8,000.00	$8,000.00
	EXCAVATION AND GRADING				
5	EXCAVATION AND GRADING CLASS 10	CY	3,000.0	$25.00	$75,000.00
6	TOPSOIL, STRIP, SALVAGE & RESPREADING	CY	1,800.0	$10.00	$18,000.00
7	DITCH GRADING	LS	1.0	$30,000.00	$30,000.00
	PAVEMENT				
8	PAVEMENT, PCC, 7 IN.	SY	25.0	$100.00	$2,500.00
9	SIDEWALK, PCC, 4 IN.	SY	1,800.0	$55.00	$99,000.00
10	SIDEWALK, PCC, 6 IN.	SY	50.0	$85.00	$4,250.00
11	DETECTABLE WARNING	SF	72.0	$50.00	$3,600.00
12	DRIVEWAY, PAVED, PCC, 6 IN.	SY	40.0	$75.00	$3,000.00
13	MODIFIED SUBBASE, 4 IN.	SY	1,850.0	$15.00	$27,750.00
14	REMOVE AND REPLACE CURB	LF	130.0	$80.00	$10,400.00
	SURFACE RESTORATION				
15	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	1.5	$8,000.00	$12,000.00
16	EROSION CONTROL MULCHING, HYDROMULCHING	AC	1.5	$5,000.00	$7,500.00
17	SWPPP PREPARATION	LS	1.0	$5,000.00	$5,000.00
18	SWPPP MANAGEMENT	LS	1.0	$5,000.00	$5,000.00
19	WATTLES, WOOD EXCELSIOR, 9 IN.	LF	3,000.0	$3.00	$9,000.00
20	SILT FENCE	LF	5,000.0	$4.00	$20,000.00
21	SLOPE PROTECTION	SQ	250.0	$100.00	$25,000.00
	TRAFFIC CONTROL				
22	TRAFFIC CONTROL	LS	1.0	$20,000.00	$20,000.00
	MISCELLANEOUS				
23	PEDESTRIAN BRIDGE	LS	1.0	$200,000.00	$220,000.00
24	MISC STORM SEWER	LS	1.0	$20,000.00	$20,000.00
25	CHAIN LINK FENCE, 72 IN HEIGHT	LF	2,100.0	$30.00	$63,000.00
26	SIGNING/MARKINGS	LS	1.0	$5,000.00	$5,000.00
27	EXISTING SIGNAL MODIFICATION (3 INTERSECTIONS)	LS	1.0	$75,000.00	$75,000.00
28	MOBILIZATION	LS	1.0	$75,000.00	$75,000.00
	SUBTOTAL CONSTRUCTION				**$850,000.00**
	CONTENGENCIES				$170,000.00
	TOTAL CONSTRUCTION				**$1,020,000.00**
	ENGINEERING				$122,400.00
	CONSTRUCTION/ADMIN				$122,400.00
	GEOTECHNICAL				$15,000.00
	LEGAL AND ADMINISTRATION				$153,000.00
	OPINION OF PROBABLE COSTS				**$1,440,000.00**

ASSUMPTIONS

1	Sidewalk assumed to be 5' width on East side of the street.
2	Bridge at creek crossing
3	Further signal investigating is needed. All signal modifications assume existing cabinet can accommodate upgrades.
4	Coordination with railroad is required to determine the improvements required at the railroad crossing. A cost is not included.



73rd Street Sidewalk Exhibit

NORTH

WH Windsor Heights

McCLURE ENGINEERING CO.

UNIVERSITY AVENUE IMPROVEMENTS
WINDSOR HEIGHTS, IA
PRELIMINARY COST ESTIMATE

ESTIMATED PROJECT QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL
29	DETECTABLE WARNING	SF	720.0	$35.00	$25,200.00
30	DRIVEWAY, PAVED, 6"	SY	900.0	$75.00	$67,500.00
SECTION 7040 - PAVEMENT REHABILITATION					
31	FULL DEPTH PATCHES	SY	1,700.0	$110.00	$187,000.00
32	PAVEMENT REMOVAL	SY	20,400.0	$12.00	$244,800.00
SECTION 8010 - TRAFFIC CONTROL					
33	TRAFFIC SIGNAL	LS	1.0	$350,000.00	$350,000.00
34	TRAFFIC CONTROL	LS	1.0	$160,000.00	$160,000.00
SECTION 9020 - SODDING					
35	SOD	SQ	700.0	$60.00	$42,000.00
SECTION 9030 - PLANT MATERIAL AND PLANTING					
36	ORNAMENTAL TREE	EA	4.0	$400.00	$1,600.00
37	DECIDUOUS TREE	EA	59.0	$550.00	$32,450.00
38	STRUCTURAL SOIL MIX	CY	220.0	$90.00	$19,800.00
39	TREE GRATE AND FRAME	EA	12.0	$4,000.00	$48,000.00
40	PLANTS, SF Area	SF	10,500.0	$10.00	$105,000.00
41	RAINGARDENS	EA	2,000.0	$20.00	$40,000.00
SECTION 9040 - EROSION AND SEDIMENT CONTROL					
42	SWPPP PREPARATION	LS	1.0	$15,000.00	$15,000.00
SECTION 9070 - LANDSCAPE RETAINING WALLS					
43	MODULAR BLOCK RETAINING WALL	SF	100.0	$60.00	$6,000.00
SECTION 11020 - MOBILIZATION					
44	MOBILIZATION	LS	1.0	$250,000.00	$250,000.00
SECTION 11030 - PAVEMENT MARKINGS					
45	PAINTED PAVEMENT MARKINGS	STA	220.0	$20.00	$4,400.00
46	PAINTED SYMBOLS AND LEGENDS	EA	88.0	$250.00	$22,000.00
47	PAINTED PAVEMENT MARKINGS - GREEN	SF	2,500.0	$8.00	$20,000.00
SECTION 12010 - SPECIALTY ITEMS					
48	GATEWAY MONUMENT	EA	1.0	$40,000.00	$40,000.00
49	MASONRY COLUMN	EA	2.0	$20,000.00	$40,000.00
50	KIOSK	EA	3.0	$10,000.00	$30,000.00
51	BENCH	EA	15.0	$2,000.00	$30,000.00
52	LITTER RECEPTACLE	EA	20.0	$2,000.00	$40,000.00
53	BIKE RACK	EA	18.0	$750.00	$13,500.00
54	STONE BLOCKS LARGE	EA	25.0	$2,000.00	$50,000.00
55	STONE BLOCKS SMALL	EA	15.0	$1,000.00	$15,000.00
56	ART PANELS (PER BUS SHELTER)	EA	4.0	$7,000.00	$28,000.00

UNIVERSITY AVENUE IMPROVEMENTS
WINDSOR HEIGHTS, IA
PRELIMINARY COST ESTIMATE

ESTIMATED PROJECT QUANTITIES

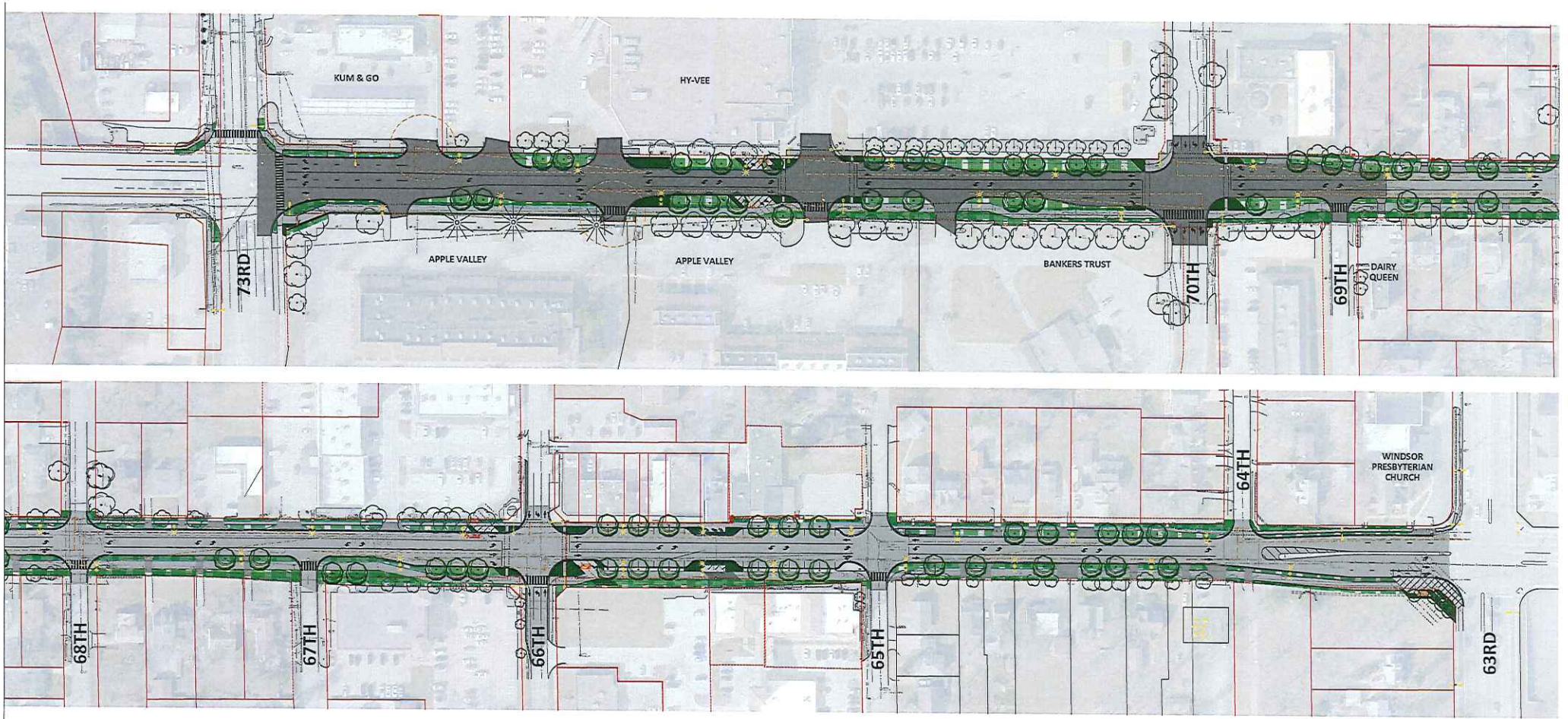
ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL
SECTION 2010 - EARTHWORK, SUBGRADE, AND SUBBASE					
1	TOPSOIL, COMPOST AMENDED	CY	1,400	$35.00	$49,000.00
2	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	CY	5,000	$15.00	$75,000.00
3	SUBGRADE PREPARATION	SY	13,000	$3.00	$39,000.00
4	SUBBASE, MODIFIED	SY	13,000	$12.00	$156,000.00
SECTION 3010 - TRENCH EXCAVATION AND BACKFILL					
5	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	500	$15.00	$7,500.00
SECTION 4020 - STORM SEWERS					
6	STORM SEWER, TRENCHED, RCP, 15"	LF	250	$45.00	$11,250.00
7	STORM SEWER, TRENCHED, RCP, 18"	LF	80	$50.00	$4,000.00
8	STORM SEWER, TRENCHED, RCP, 24"	LF	220	$60.00	$13,200.00
9	REMOVAL OF STORM SEWER, LESS THAN 36"	LF	600	$15.00	$9,000.00
SECTION 4040 - SUBDRAINS AND FOOTING DRAINS COLLECTORS					
10	SUBDRAIN, PERFORATED PVC, 4"	LF	3,900.0	$16.00	$62,400.00
11	SUBDRAIN CLEANOUT, OUTLETS, AND CONNNECTIONS	EA	30.0	$600.00	$18,000.00
SECTION 5020 - VALVES, FIRE HYDRANTS, AND APPURTENANCES					
12	VALVE	EA	5.0	$3,000.00	$15,000.00
13	FIRE HYDRANT ADJUSTMENT	EA	5.0	$2,000.00	$10,000.00
SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS					
14	MANHOLE STORM	EA	10.0	$5,000.00	$50,000.00
15	STORM INTAKE	EA	17.0	$4,500.00	$76,500.00
16	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	17.0	$750.00	$12,750.00
17	MANHOLE ADJUSTMENT, STORM, MAJOR	EA	15.0	$1,500.00	$22,500.00
18	REMOVE STORM SEWER STRUCTURE	EA	15.0	$750.00	$11,250.00
SECTION 7010 - PORTLAND CEMENT CONCRETE PAVEMENT					
19	PAVEMENT, PCC, 7"	SY	11,400.0	$75.00	$855,000.00
20	CURB AND GUTTER, 2 FT	LF	4,900.0	$30.00	$147,000.00
SECTION 7020 - HOT MIX ASPHALT PAVEMENT					
21	OVERLAY, HMA 2" SURFACE COURSE	TON	1,300.0	$95.00	$123,500.00
SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS					
22	REMOVAL OF SIDEWALK	SY	3,100.0	$12.00	$37,200.00
23	REMOVAL OF DRIVEWAY	SY	500.0	$12.00	$6,000.00
24	SHARED USE PATH, 6"	SY	4,300.0	$60.00	$258,000.00
25	MODIFIED SUBBASE FOR SHARED USE PATH	SY	6,450.0	$12.00	$77,400.00
26	SIDEWALK, PCC, 4"	SY	1,700.0	$45.00	$76,500.00
27	SIDEWALK, PCC, 6"	SY	200.0	$60.00	$12,000.00
28	BRICK SIDEWALK WITH CONCRETE BASE	SY	500.0	$150.00	$75,000.00

UNIVERSITY AVENUE IMPROVEMENTS
WINDSOR HEIGHTS, IA
PRELIMINARY COST ESTIMATE

ESTIMATED PROJECT QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL
SECTION 12030 - SPECIALTY ITEMS - ELECTRICAL					
57	LIGHT POLE TYPE 1	EA	22.0	$7,000.00	$154,000.00
58	LIGHT POLE TYPE 2 (W/ PED LIGHT)	EA	14.0	$8,500.00	$119,000.00
59	LIGHT FIXTURE W/ ARM (TRAFFIC SIGNALS)	EA	12.0	$1,000.00	$12,000.00
60	ELECTRICAL CIRCUITS	LF	9,200.0	$13.00	$119,600.00
61	GFCI PEDESTAL	EA	16.0	$900.00	$14,400.00
62	GFCI/CHARGING STATION	EA	4.0	$1,800.00	$7,200.00
63	FEED POINTS	EA	3.0	$12,000.00	$36,000.00

SUBTOTAL CONSTRUCTION:	**$4,699,400.00**
CONTINGENCY 15%:	$704,910.00
OPINION OF PROBABLE CONSTRUCTION COST:	**$5,404,310.00**
Engineering	$474,813.00
Construction Observation/Surveying (15%)	$810,600.00
TOTAL PROJECT COST	**$6,689,723.00**



SEPTEMBER, 2018

3-LANE CONCEPT

BOLTON & MENK

69TH ST, SCHOOL ST TO UNIVERISTY AVE
WINDSOR HEIGHTS, IA

Updated: 12-11-2018

BOLTON & MENK
Real People. Real Solutions.

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

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

Line No.	Description	Unit	Quantity	Unit Price	TOTAL
	DEMOLITION				
1	PAVEMENT REMOVAL	SY	5,700.00	$10.00	$57,000.00
2	SIDEWALK REMOVAL	SY	950.00	$10.00	$9,500.00
3	DRIVEWAY REMOVAL	SY	1,500.00	$10.00	$15,000.00
4	CLEARING AND GRUBBING	LS	1.00	$20,000.00	$20,000.00
	EXCAVATION AND GRADING				
5	EXCAVATION AND GRADING CLASS 10	CY	1,100.00	$10.00	$11,000.00
6	TOPSOIL, STRIP, SALVAGE & RESPREADING	CY	1,200.00	$12.00	$14,400.00
7	SUBGRADE PREPARATION	SY	6,400.00	$5.00	$32,000.00
8	MODIFIED SUBBASE	SY	6,400.00	$10.00	$64,000.00
9	BELOW GRADE EXCAVATION (CORE OUT)	CY	800.00	$15.00	$12,000.00
10	SUBGRADE TREATMENT	SY	800.00	$10.00	$8,000.00
	PAVEMENT				
11	PAVEMENT, PCC, 7 IN.	SY	5,700.00	$55.00	$313,500.00
12	4 IN PCC SIDEWALK	SY	1,200.00	$90.00	$108,000.00
13	6 IN PCC DRIVEWAYS	SY	1,500.00	$55.00	$82,500.00
	STORM SEWER AND SANITARY SEWER				
14	STORM SEWER IMPROVEMENTS	LS	1.00	$710,000.00	$720,000.00
15	SUBDRAINS	LF	5,500.00	$16.00	$88,000.00
16	SUBDRAINS, CONNECTION TO INTAKES	EA	15.00	$500.00	$7,500.00
17	SUBDRAINS, CLEANOUTS	EA	20.00	$750.00	$15,000.00
18	SEWER, SANITARY, 8 IN.	LF	1,650.00	$60.00	$99,000.00
19	MANHOLES, SANITARY SEWER	EA	7.00	$5,500.00	$38,500.00
20	SERVICES, SANITARY	EA	51.00	$4,500.00	$229,500.00
21	BY-PASS PUMPING, SANITARY SEWER	LS	1.00	$4,000.00	$4,000.00
22	REMOVAL OF MANHOLES	EA	7.00	$500.00	$3,500.00
23	REMOVAL OF EXISTING SEWER PIPE	LF	1,650.00	$15.00	$24,750.00
	WATER MAIN				
24	WATER RELATED IMPROVEMENTS PER DMWW	LS	1.00	$395,000.00	$395,000.00
	SPECIAL CONSTRUCTION				
25	SILT FENCE	LF	4,500.00	$3.00	$13,500.00
26	PROTECTION OF INTAKES	EA	21.00	$450.00	$9,450.00
	SURFACE RESTORATION				
27	SEEDING, FERTILIZING AND MULCHING (URBAN)	AC	1.50	$3,000.00	$4,500.00
28	SEEDING, TEMPORARY SEEDING	AC	1.50	$2,500.00	$3,750.00
29	MULCHING	AC	2.50	$1,500.00	$3,750.00
30	EROSION CONTROL/ SWPPP	LS	1.00	$10,000.00	$10,000.00
	TRAFFIC CONTROL				
31	TRAFFIC CONTROL	LS	1.00	$85,000.00	$85,000.00
32	MARKINGS, PAVEMENT	STA	1.00	$360.00	$360.00
	MISCELLANEOUS				
33	SIGNING	LS	1.00	$9,000.00	$9,000.00
34	MOBILIZATION	LS	1.00	$150,000.00	$150,000.00
	TOTAL STREET IMPROVEMENTS				*$1,026,760.00*
	TOTAL WATER IMPROVEMENTS				*$395,000.00*
	TOTAL STORM WATER IMPROVEMENTS				*$839,950.00*
	TOTAL SANITARY SEWER IMPROVEMENTS				*$399,250.00*
	SUBTOTAL CONSTRUCTION				**$2,670,000.00**
	CONTENGENCIES				$534,000.00
	TOTAL CONSTRUCTION				**$3,204,000.00**
	ENGINEERING				$384,480.00
	CONSTRUCTION/ADMIN				$384,480.00
	GEOTECHNICAL				$16,000.00
	LEGAL AND ADMINISTRATION				$448,560.00
	OPINION OF PROBABLE COSTS				**$4,437,600.00**

ASSUMPTIONS

1	Existing roadway width assumed to be 24' B/B
2	Proposed roadway width assumed to be 24' B/B
3	Sidewalk assumed 5' width.
4	Topsoil assumed to be disturbed 12' on each side of street.
5	Excavation assumed to be at a 0.5' depth over the pavement area.
6	Subgrade and subbase extends 2 feet past pavement section
7	Core outs assumed to be 15% of prep at 1 foot depth
8	Subdrain will be added along both sides of the roadway.

9 Storm sewer from 2018 study to the creek minus Mott Ave and School St

WINDSOR HEIGHTS
COLLEGE DR, HARBACH BLVD TO 73RD ST

Updated: 12-11-2018

BOLTON & MENK
Real People. Real Solutions.

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

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

Line No.	Description	Unit	Quantity	Unit Price	Total
	DEMOLITION				
1	PAVEMENT REMOVAL	SY	8,700.00	$10.00	$87,000.00
2	SIDEWALK REMOVAL	SY	1,100.00	$10.00	$11,000.00
3	DRIVEWAY REMOVAL	SY	1,200.00	$10.00	$12,000.00
4	CLEARING AND GRUBBING	LS	1.00	$10,000.00	$10,000.00
	EXCAVATION AND GRADING				
5	EXCAVATION AND GRADING CLASS 10	CY	3,900.00	$10.00	$39,000.00
6	TOPSOIL, STRIP, SALVAGE & RESPREADING	CY	1,000.00	$12.00	$12,000.00
7	SUBGRADE PREPARATION	SY	10,400.00	$5.00	$52,000.00
8	MODIFIED SUBBASE	SY	10,400.00	$10.00	$104,000.00
9	BELOW GRADE EXCAVATION (CORE OUT)	CY	600.00	$15.00	$9,000.00
10	SUBGRADE TREATMENT	SY	1,145.00	$10.00	$11,450.00
	PAVEMENT				
11	PAVEMENT, PCC, 7 IN.	SY	8,900.00	$55.00	$489,500.00
12	4 IN PCC SIDEWALK	SY	1,400.00	$90.00	$126,000.00
13	6 IN PCC DRIVEWAYS	SY	1,200.00	$55.00	$66,000.00
	STORM SEWER AND SANITARY SEWER				
14	STORM SEWER	LF	2,500.00	$75.00	$187,500.00
15	INTAKES AND MANHOLES	EA	24.00	$5,000.00	$120,000.00
16	REMOVAL OF INTAKES	EA	5.00	$750.00	$3,750.00
17	SUBDRAINS	LF	4,800.00	$16.00	$76,800.00
18	SUBDRAINS, CONNECTION TO INTAKES	EA	14.00	$500.00	$7,000.00
19	SUBDRAINS, CLEANOUTS	EA	20.00	$750.00	$15,000.00
20	SEWER, SANITARY, 8 IN.	LF	2,000.00	$60.00	$120,000.00
21	MANHOLES, SANITARY SEWER	EA	12.00	$5,500.00	$66,000.00
22	SERVICES, SANITARY	EA	36.00	$4,500.00	$162,000.00
23	REMOVAL OF MANHOLES	EA	12.00	$500.00	$6,000.00
	WATER MAIN				
24	WATER RELATED IMPROVEMENTS PER DMWW	LS	1.00	$133,000.00	$133,000.00
	SPECIAL CONSTRUCTION				
25	ADJUSTMENT OF FIXTURES	EA	10.00	$650.00	$6,500.00
26	ADJUSTMENT OF CURB STOPS	EA	24.00	$250.00	$6,000.00
27	ADJUSTMENT OF HYDRANTS	EA	6.00	$750.00	$4,500.00
28	SILT FENCE	LF	5,000.00	$3.00	$15,000.00
29	PROTECTION OF INTAKES	EA	24.00	$450.00	$10,800.00
	SURFACE RESTORATION				
30	SEEDING, FERTILIZING AND MULCHING (URBAN)	AC	1.10	$3,000.00	$3,300.00
31	SEEDING, TEMPORARY SEEDING	AC	1.10	$2,500.00	$2,750.00
32	MULCHING	AC	1.10	$1,500.00	$1,650.00
33	EROSION CONTROL/ SWPPP	LS	1.00	$5,000.00	$5,000.00
	TRAFFIC CONTROL				
34	TRAFFIC CONTROL	LS	1.00	$25,000.00	$25,000.00
35	MARKINGS, PAVEMENT	STA	30.00	$360.00	$10,800.00
	MISCELLANEOUS				
36	SIGNING	LS	1.00	$5,000.00	$5,000.00
37	MOBILIZATION	LS	1.00	$100,000.00	$100,000.00
	TOTAL STREET IMPROVEMENTS				*$1,214,450.00*
	TOTAL WATER IMPROVEMENTS				*$133,000.00*
	TOTAL STORM WATER IMPROVEMENTS				*$420,850.00*
	TOTAL SANITARY SEWER IMPROVEMENTS				*$354,000.00*
	SUBTOTAL CONSTRUCTION				**$2,130,000.00**
	CONTENGENCIES				$426,000.00
	TOTAL CONSTRUCTION				**$2,556,000.00**
	ENGINEERING				$306,720.00
	CONSTRUCTION/ADMIN				$306,720.00
	GEOTECHNICAL				$12,000.00
	LEGAL AND ADMINISTRATION				$357,840.00
	OPINION OF PROBABLE COSTS				**$3,540,000.00**

ASSUMPTIONS

1	Proposed roadway assumed to be 29' B/B.
2	Subdrain will be added along both sides of the roadway.
3	Topsoil assumed to be disturbed 10' on each side of the roadway and respread at 6" depth.

ALLISON AVE, 64TH ST TO 66TH ST
WINDSOR HEIGHTS, IA

Updated: 10-18-2018

BOLTON & MENK
Real People. Real Solutions.

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

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

Line No.	Description	Unit	Quantity	Unit Price	TOTAL
	DEMOLITION				
1	PAVEMENT REMOVAL	SY	2,600.00	$10.00	$26,000.00
2	DRIVEWAY REMOVAL	SY	575.00	$10.00	$5,750.00
3	CLEARING AND GRUBBING	LS	1.00	$20,000.00	$20,000.00
	EXCAVATION AND GRADING				
4	EXCAVATION AND GRADING CLASS 10	CY	650.00	$10.00	$6,500.00
5	TOPSOIL, STRIP, SALVAGE & RESPREADING	CY	630.00	$12.00	$7,560.00
6	SUBGRADE PREPARATION	SY	3,300.00	$5.00	$16,500.00
7	MODIFIED SUBBASE	SY	3,300.00	$10.00	$33,000.00
8	BELOW GRADE EXCAVATION (CORE OUT)	CY	400.00	$15.00	$6,000.00
9	SUBGRADE TREATMENT	SY	400.00	$10.00	$4,000.00
	PAVEMENT				
10	PAVEMENT, PCC, 7 IN.	SY	2,900.00	$55.00	$159,500.00
12	6 IN PCC DRIVEWAYS	SY	460.00	$55.00	$25,300.00
	STORM SEWER AND SANITARY SEWER				
13	STORM SEWER IMPROVEMENTS	LS	1.00	$130,000.00	$130,000.00
14	SUBDRAINS	LF	2,200.00	$16.00	$35,200.00
15	SUBDRAINS, CONNECTION TO INTAKES	EA	6.00	$500.00	$3,000.00
16	SUBDRAINS, CLEANOUTS	EA	8.00	$750.00	$6,000.00
17	SEWER, SANITARY, 8 IN.	LF	960.00	$60.00	$57,600.00
18	MANHOLES, SANITARY SEWER	EA	4.00	$5,500.00	$22,000.00
19	SERVICES, SANITARY	EA	23.00	$4,500.00	$103,500.00
20	BY-PASS PUMPING, SANITARY SEWER	LS	1.00	$4,000.00	$4,000.00
21	REMOVAL OF MANHOLES	EA	4.00	$500.00	$2,000.00
22	REMOVAL OF EXISTING SEWER PIPE	LF	960.00	$15.00	$14,400.00
	SPECIAL CONSTRUCTION				
23	SILT FENCE	LF	2,000.00	$3.00	$6,000.00
24	PROTECTION OF INTAKES	EA	6.00	$450.00	$2,700.00
	SURFACE RESTORATION				
25	SEEDING, FERTILIZING AND MULCHING (URBAN)	AC	0.60	$3,000.00	$1,800.00
26	SEEDING, TEMPORARY SEEDING	AC	0.60	$2,500.00	$1,500.00
27	MULCHING	AC	0.60	$1,500.00	$900.00
28	EROSION CONTROL/ SWPPP	LS	1.00	$8,000.00	$8,000.00
	TRAFFIC CONTROL				
29	TRAFFIC CONTROL	LS	1.00	$15,000.00	$15,000.00
	MISCELLANEOUS				
30	SIGNING	LS	1.00	$2,000.00	$2,000.00
31	MOBILIZATION	LS	1.00	$40,000.00	$40,000.00
	TOTAL STREET IMPROVEMENTS				*$385,310.00*
	TOTAL WATER IMPROVEMENTS				*$0.00*
	TOTAL STORM WATER IMPROVEMENTS				*$176,900.00*
	TOTAL SANITARY SEWER IMPROVEMENTS				*$203,500.00*
	SUBTOTAL CONSTRUCTION				**$770,000.00**
	CONTENGENCIES				$154,000.00
	TOTAL CONSTRUCTION				**$924,000.00**
	ENGINEERING				$110,880.00
	CONSTRUCTION/ADMIN				$110,880.00
	GEOTECHNICAL				$16,000.00
	LEGAL AND ADMINISTRATION				$138,600.00
	OPINION OF PROBABLE COSTS				**$1,310,000.00**

ASSUMPTIONS

1	Existing roadway width assumed to be 24' B/B
2	Proposed roadway width assumed to be 24' B/B
3	Topsoil assumed to be disturbed 12' on each side of street.
4	Excavation assumed to be at a 0.5' depth over the pavement area.
5	Subgrade and subbase extends 2 feet past pavement section
6	Core outs assumed to be 15% of prep at 1 foot depth
7	Subdrain will be added along both sides of the roadway.
8	Storm sewer from 2018 study

City of Windsor Heights
Capital Improvement Plan
January 31, 2018

Exhibit 1

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
					CIP Option One: $3.00 Debt Levy Target						Annual Estimated Property Owner Impact			Debt Capacity				
	Fiscal	Taxable	Existing	Debt Svc	Phase 1 (2018-2020):		Phase 2 (2021-2028):		Annual Total		Per $100,000	$169,400 home	$275,000 home	Legal	Existing Debt		Proposed Debt	
	Year	Valuation	Debt Svc	Levy	Levy Margin	2017A	Levy Margin	Add'l Debt	Debt Svc	Levy	Txbl Value (TV)	$96,455 (TV)	$156,583 (TV)	Capacity	Par	Use	Par	Use
											$100,000	$96,455	$156,583	$100,000	$94,230	$152,971	$94,230	$152,971
1	2018	254,506,132	379,083	1.48948	$1.51052	$364,165			$743,248	$2.92035	$292	$282	$457	$19,976,622	$8,465,000	42%	$9,335,000	47%
2	2019	273,911,783	385,946	1.40902	1.59098	407,400			793,346	2.89636	290	279	454	19,976,622	7,075,000	35%	7,555,000	38%
3	2020	273,911,783	296,658	1.08304	1.91696	489,600			786,258	2.87048	287	277	449	19,976,622	5,655,000	28%	9,370,000	47%
4	2021	273,911,783	221,920	0.81019			2.18981	599,815	821,735	3.00000	300	289	470	19,976,622	4,765,000	24%	8,060,000	40%
5	2022	273,911,783	223,875	0.81733			2.18267	597,860	821,735	3.00000	300	289	470	19,976,622	4,265,000	21%	7,125,000	36%
6	2023	273,911,783	225,425	0.82298			2.17702	596,310	821,735	3.00000	300	289	470	19,976,622	3,760,000	19%	6,180,000	31%
7	2024	273,911,783	221,550	0.80884			2.19116	600,185	821,735	3.00000	300	289	470	19,976,622	3,245,000	16%	5,210,000	26%
8	2025	273,911,783	227,443	0.83035			2.16965	594,293	821,735	3.00000	300	289	470	19,976,622	2,710,000	14%	4,205,000	21%
9	2026	273,911,783	227,740	0.83144			2.16856	593,995	821,735	3.00000	300	289	470	19,976,622	2,165,000	11%	3,175,000	16%
10	2027	273,911,783	227,640	0.83107			2.16893	594,095	821,735	3.00000	300	289	470	19,976,622	1,600,000	8%	2,115,000	11%
11	2028	273,911,783	227,040	0.82888			2.17112	594,695	821,735	3.00000	300	289	470	19,976,622	1,025,000	5%	1,025,000	5%
12	2029	273,911,783	230,740	0.84239					230,740	0.84239	84	81	132	19,976,622	835,000	4%	835,000	4%
13	2030	273,911,783	228,900	0.83567					228,900	0.83567	84	81	131	19,976,622	640,000	3%	640,000	3%
14	2031	273,911,783	231,100	0.84370					231,100	0.84370	84	81	132	19,976,622	435,000	2%	435,000	2%
15	2032	273,911,783	232,900	0.85027					232,900	0.85027	85	82	133	19,976,622	220,000	1%	220,000	1%
16	2033	273,911,783	229,300	0.83713					229,300	0.83713	84	81	131	19,976,622	220,000	1%	220,000	1%

Key Assumptions:

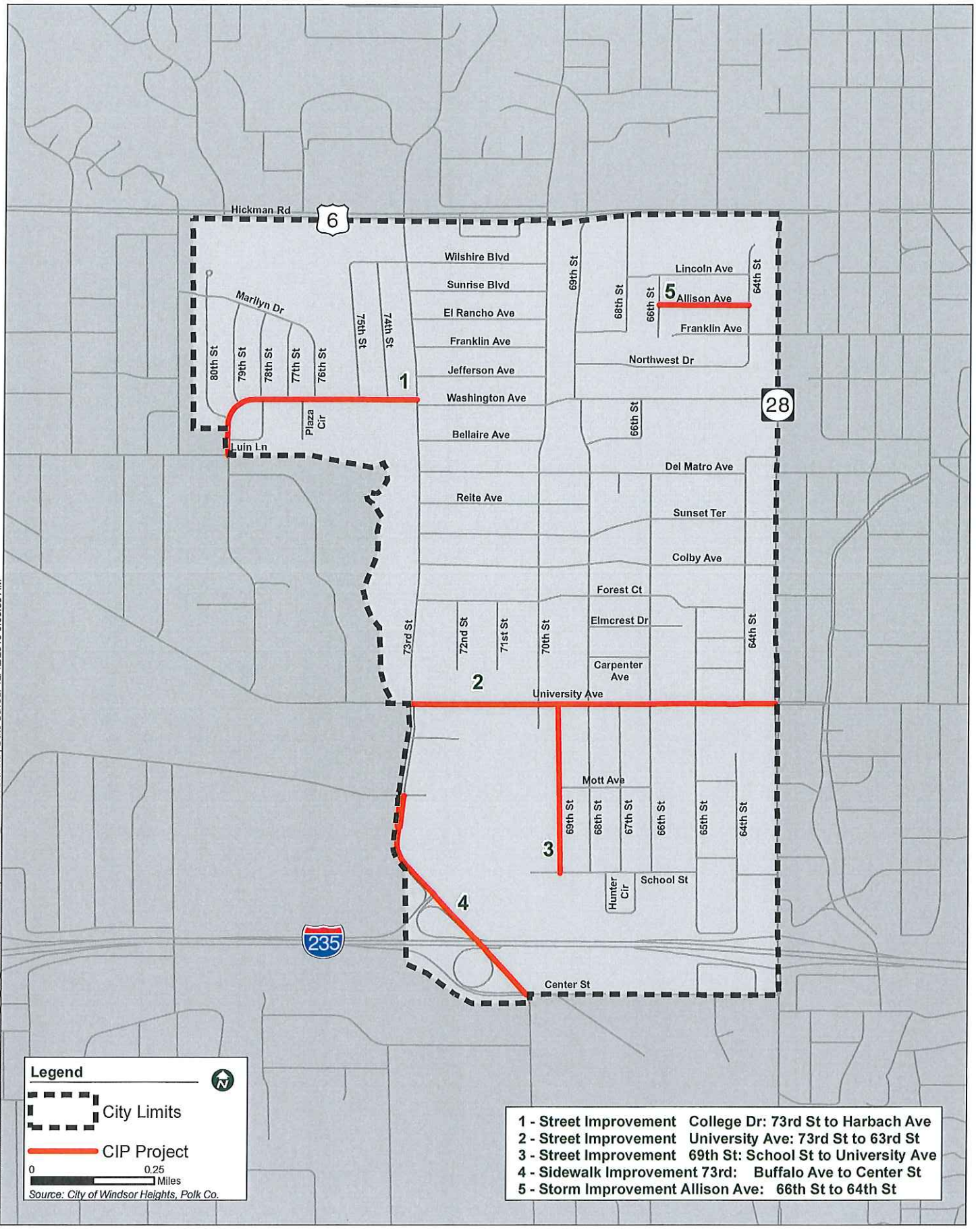
1. Projects noted here are funded with the debt service levy only. Additional funding may be accomplished with tax increment.
2. Debt levy and debt capacity calculations assume no growth in valuation. Valuation growth would increase both debt margin and funding capacity.
3. Phase 1 supports bonds sold in the amount of $1,210,000 to fund an estimated $1,181,000 in projects as identified in the 10 Year Capital Improvement Plan.
   Note: 2017A Debt service amount shown for Phase 1 fiscal year 2018 represents estimate used for the pre-levy. The actual debt service is $362,923.
4. Phase 2 supports bonds sold in the approximate amount of $4,100,000 to fund an estimated $4,032,000 in projects as identified in the 10 Year Capital Improvement Plan.
5. Phase 2 bonds are closed June 2020; an additional 1.00% has been added to current borrowing Jan 30, 2018) rates for timing.
6. Due to residential property tax rollback of 56.9391%, a house assessed with the current median household value of $169,400 will pay taxes based on a taxable value of $96,455 for fiscal year 2018.
7. Due to residential property tax rollback of 56.9391%, a house assessed with the current median household value of $275,000 will pay taxes based on a taxable value of $156,583 for fiscal year 2018.
8. Commercial, residential, and multi-residential rollback varies from year to year and will have an impact on estimated owner impact.

Capital Improvement Program 2020-21

City of Windsor Heights, Iowa

December 2018

BOLTON & MENK
Real People. Real Solutions.



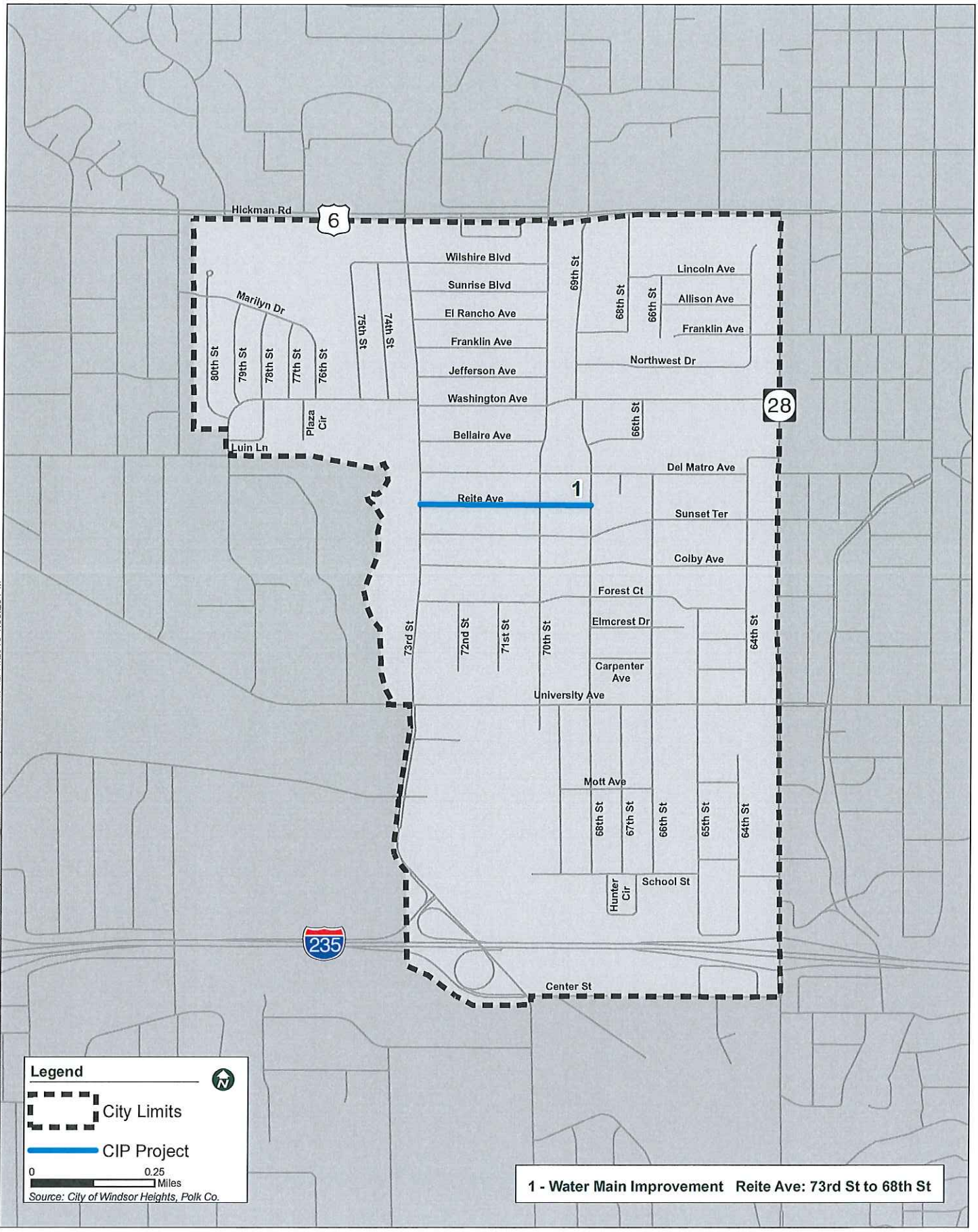
Map Document: \\arcserver1\GIS\WINDSORH_CI_IA_Basemap\ESRI\Maps\CIP\CIP_2020-2021.mxd | Date Saved: 12/12/2018 9:03:30 AM

Capital Improvement Program 2022-23

City of Windsor Heights, Iowa

December 2018

BOLTON & MENK
Real People. Real Solutions.



Legend

City Limits

CIP Project

0 0.25 Miles

Source: City of Windsor Heights, Polk Co.

1 - Water Main Improvement Reite Ave: 73rd St to 68th St

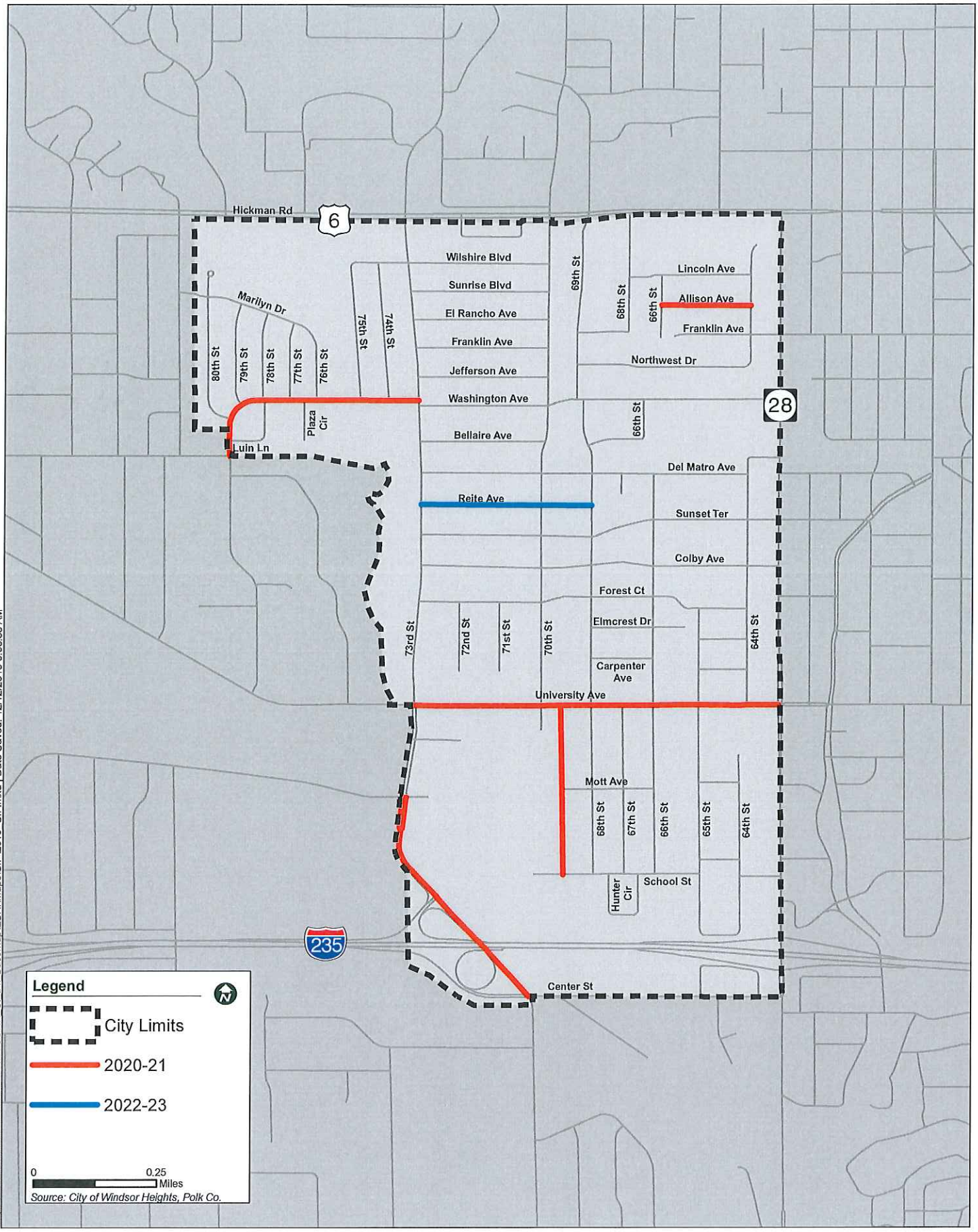
Map Document: \\arcserver1\GIS\WINDSORH_CI_IA_Basemap\ESRI\Maps\CIP\CIP_2022-2023.mxd | Date Saved: 12/11/2018 1:36:23 PM

Capital Improvement Program 2020-24

City of Windsor Heights, Iowa

December 2018

BOLTON & MENK
Real People. Real Solutions.



Map Document: \\arcserver1\GIS\WNDSORH_CI_IA_Basemap\ESRI\Maps\CIP\2019_CIP.mxd | Date Saved: 12/12/2018 9:05:35 AM

CHAPTER 97

USE OF PUBLIC SEWERS

97.01 Storm Water
97.02 Prohibited Wastes
97.03 Restricted Discharges
97.04 Restricted Discharges; Powers
97.05 Special Facilities
97.06 Collection Point
97.07 Testing of Wastes

97.01 STORM WATER.

1. Drainage Required. Roofs, paved areas, yards, courts, courtyards, and areaways shall be drained into a storm sewer when such a sewer is abutting the property, or otherwise available as required by the Superintendent. Such drainage may be discharged into a combined sewer system where such a system is available and where not prohibited by the administrative authority having jurisdiction.

2. Prohibited Drainage. Storm water runoff, roof runoff, and subsurface drainage shall not be drained into sewers intended for sanitary sewage only.

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

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

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

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

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

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

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

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

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

97.02 PROHIBITED WASTES. Unless otherwise agreed to in writing no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

1. Flammable or Explosive Material. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.

2. Toxic or Poisonous Materials. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) milligrams per liter as CN in the wastes as discharged to the public sewer.

3. Corrosive Wastes. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

4. Solid or Viscous Substances. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

97.03 RESTRICTED DISCHARGES. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the City that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the City will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances restricted are:

1. High Temperature. Any liquid or vapor having a temperature higher than one hundred fifty degrees (150º) F (65º C).

2. Viscous Substances. Water or wastes containing substances which may solidify or become viscous at temperatures between 32º F and 150º F (0º to 65º C).

3. Garbage. Any garbage that has not been properly shredded, that is, to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (½) inch in any dimension.

4. Acids. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solution whether neutralized or not.

5. Toxic or Objectionable Wastes. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes

exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Superintendent for such materials.

6. Odor or Taste. Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by State, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.

7. Radioactive Wastes. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by State or federal regulations.

8. Excess Alkalinity. Any waters or wastes having a pH in excess of 9.5.

9. Unusual Wastes. Materials which exert or cause:

A. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

B. Excessive discoloration (such as, but not limited to dye wastes and vegetable tanning solutions).

C. B.O.D. greater than 1500 mg/l.

D. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.

10. Noxious or Malodorous Gases. Any noxious or malodorous gas or other substance which either singly or by interaction with other wastes is capable of creating a public nuisance or hazard to life or of preventing entry into sewers for their maintenance and repair.

11. Damaging Substances. Any waters, wastes, materials or substances which react with water or wastes in the sewer system to release noxious gases, develop color of undesirable intensity, form suspended solids in objectionable concentration or create any other condition deleterious to structures and treatment processes.

12. Untreatable Wastes. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, such as (but not limited to) heavy metals and toxic substances.

97.04 RESTRICTED DISCHARGES – POWERS. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 97.03 and which in the judgment of the City may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the City may:

1. Rejection. Reject the wastes by requiring disconnection from the public sewage system;

2. Pretreatment. Require pretreatment to an acceptable condition for discharge to the public sewers;

3. Controls Imposed. Require control over the quantities and rates of discharge; and/or

4. Special Charges. Require payment to cover the added cost of handling and treating the wastes.

97.05 SPECIAL FACILITIES. If the City permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the City and subject to the requirements of all applicable codes, ordinances, and laws. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense.

97.06 COLLECTION POINT. When required by the City, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the City. The manhole shall be installed by the owner at the owner's expense, and shall be maintained by the owner so as to be safe and accessible at all times.

97.07 TESTING OF WASTES. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of *Standard Methods for the Examination of Water and Wastewater*, published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property.

[The next page is 587]

CHAPTER 100

REGULATION OF INDUSTRIAL WASTEWATER AND COMMERCIAL WASTEWATER

DIVISION 1. GENERAL PROVISIONS REGARDING INDUSTRIAL WASTE

100.01 DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Act or Clean Water Act" means the 1972 Federal Water Pollution Control Act, the 1977 Clean Water Act, and the 1987 Water Quality Act, as amended.
2. "Approval authority" means the Iowa department of natural resources.
3. "Authorized representative" means:
   A. An executive officer of a corporation.
   B. A general partner of a partnership.
   C. The proprietor of a proprietorship.
   D. The conservator, trustee, attorney in fact, receiver or other person or agent authorized in law and in fact to act on behalf of users which are not corporations, partnerships, or proprietorships or on behalf of other entities which must legally act through an agent.
   E. Any other authorized representative of a person or entity identified in subsections (1), (2), (3), or (4) of this definition, if the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company and the written authorization is submitted to the director.
   F. Any other person authorized by law to act on behalf of any entity.
4. "Baseline monitoring report" means the report required by 40 CFR 403.12(b)(1-7).
5. "Biochemical oxygen demand (BOD)" means the analysis of BOD as described in Environmental Protection Agency methods.
6. "Building drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other drainage pipes inside the wall of the building and conveys it to the building sewer, beginning three feet outside the building wall.
7. "Building sewer" or "lateral sewer" means the sewer extending from the building drain to the connection with the POTW.
8. "Bypass" means the intentional diversion of waste streams from any portion of an industrial user's pretreatment facility.

9. “Carbonaceous Biochemical Oxygen Demand (CBOD)” means the analysis of BOD as described in Environmental Protection Agency methods while inhibiting the nitrogenous oxygen demand.
10. *“*Categorical user*”* means a user subject to National Categorical Pretreatment Standards.
11. “Chemical oxygen demand (COD)” means the measurement of the susceptibility of a sample to oxidation by a strong chemical oxidant expressed in mg/l and using Environmental Protection Agency methods.
12. “City*”* means the political subdivision known as the city of Windsor Heights, Iowa, and also means the territory within the corporate boundaries of the city of Windsor Heights.
13. “City sanitary sewer system*”* or “sanitary sewer system*”* means the local outfall sewers, trunk sewers, pumping stations, force mains, and wastewater equalization basins, and all other structures, devices and appliances appurtenant thereto, which are used for collecting, conveying or storing wastewater and which serve and are owned, operated and maintained by the city or by a sanitary district serving the city.
14. “Combined waste stream formula*”* means the formula as found in 40 CFR 403.6(e).
15. “Composite sample*”* means a representative sample using a minimum of three grab sample aliquots obtained over a period of time and mixed using either a flow proportional or time proportional method.
16. “Conventional pollutant*”* means BOD, COD, O&G, suspended solids, pH, ammonia nitrogen, total Kjeldahl nitrogen and fecal coliform bacteria.
17. “Discharge*”* or “indirect discharge*”* means the introduction of treated or untreated wastewater into the POTW.
18. “Dissolved solids*”* means the concentration of residue left in an evaporating dish after evaporation and drying at defined temperatures using Environmental Protection Agency methods or standard methods.
19. “Domestic wastewater*”* means all household-type waste discharged from places of human habitation, including toilet, bath, kitchen and laundry wastewater. “Domestic wastewater*”* is further defined as waste which does not exceed daily maximum limits of 300 mg/l COD, 200 mg/l BOD, 250 mg/l suspended solids, 100 mg/l oil & grease, 30 mg/l TKN, and 15 mg/l NH3-N at a discharge rate of 100 gallons per capita per day. This loading is equal to 0.25 pound of COD, 0.17 pound of BOD, 0.20 pound of suspended solids, 0.083 pound of oil & grease, 0.025 pound of TKN and 0.013 pound of NH3-N per capita per day.
20. “Domestic user*”* means a person discharging only domestic wastewater to the POTW, which wastewater is discharges from any building or parts of a building designed for or occupied by one or more persons as a single housekeeping unit, including such units within multifamily dwellings and apartment buildings, which building or premises is a source of wastewater discharge into a POTW.
21. *“*Environmental Protection Agency*”* or “EPA*”* means the U.S. Environmental Protection Agency
22. “Environmental Protection Agency methods*”* means standard procedures for wastewater analysis approved by the U.S. Environmental Protection Agency and

prescribed in 40 CFR 136, and includes alternate methods approved by the approval authority.

23. "E. Coli or Escherichia coli" means bacteria that are a member of the fecal coliform group and whose presence indicates fecal contamination in water.

24. "Fecal coliform" means bacteria common to the intestinal tracts of humans and animals whose presence in water is an indication of pollution.

25. "Fat, oil, and grease" or "oil and grease" or "FOG" means those substances which are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases".

26. "Garbage" means solid waste from the domestic and commercial preparation, cooking and dispensing of food, and from the commercial handling, storage and sale of produce.

27. "Grab sample" means a single aliquot sample collected either directly or by means of a mechanical device.

28. "Headworks" means the main wet well at the WRF prior to any treatment process.

29. "Industrial user" means a person whose property, building or premises is a source of wastewater discharge into the POTW, other than a domestic user.

30. "Industrial waste" means the liquid waste from industrial users as distinct from domestic sewage.

31. "Interference" means a discharge which, alone or in conjunction with a discharge or discharges from other sources, which both:

A. Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal, and

B. Causes a violation of any requirement of the WRA's National Pollutant Discharge Elimination System permit (including an increase in the magnitude or duration of a violation) or prevents sewage sludge use or disposal in compliance with any federal, state or local regulations or permits.

32. "Limit" means the maximum allowable discharge of a given pollutant as in the following definitions:

A. "Daily maximum limit" or "daily instantaneous maximum limit" means the maximum allowable discharge of pollutant as measured at any time during a calendar day, expressed as either a concentration limit or a daily mass limit. It is a violation if the concentration limit on any single sample taken exceeds that discharge limits in the discharge permit for the user, or the discharge limits set forth in section 100.12

B. "Monthly average limit" means the maximum allowable value for the average of all measurements of a pollutant obtained during one calendar month.

33. "National Categorical Pretreatment Standards (NCPS)" or "categorical standards" means any limitations on pollutant discharges to POTW promulgated by the U.S. Environmental Protection Agency that apply to specified process wastewater of particular industrial categories.

34. "National Pollutant Discharge Elimination System (NPDES) permit" means a permit issued pursuant to the Act.

35. "New source" means a source as defined by 40 CFR 403.3(k).

36. “Nonconventional pollutants” means all pollutants which are not included in the definition of conventional pollutants.
37. “NH3-N” means the ammonia nitrogen concentration in mg/l as determined using Environmental Protection Agency methods.
38. “O&M” means operation and maintenance.
39. “Pass through” means a discharge which exits the POTW into water of the state in quantities or concentrations which, alone or in conjunction with a discharge from other sources, is a cause of a violation of any requirement of the WRA's National Pollutant Discharge Elimination System permit, including an increase in the magnitude or duration of a violation, or other permit issued to the WRA by the Iowa department of natural resources or the U.S. Environmental Protection Agency.
40. “Person” means any individual, partnership, co-partnership, firm, company, association, joint stock company, society, corporation trust, estate, municipality, governmental entity, group, or any other legal entity, or their legal representatives, agents, or assigns.
41. “pH” means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
42. “Pollution” means the alteration of chemical, physical, biological, or radiological integrity of water as a result of human activity or enterprise.
43. “POTW treatment plant” means that portion of the publicly owned treatment works which is designed to provide treatment, including recycling and reclamation, of municipal sewage and industrial waste.
44. “Pretreatment” means the reduction, elimination, or alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW.
45. “Pretreatment facility” means the equipment used to accomplish pretreatment.
46. “Pretreatment requirements” means any substantive or procedural requirement related to pretreatment standards, imposed on an industrial user.
47. “Pretreatment standards” means, for any specified pollutant, the prohibitive discharge standards as set forth in section 100.11 of this chapter, the specific limitations on discharge as set forth in section 100.12 of this chapter, the state pretreatment standards or the National Categorical Pretreatment Standards, whichever standard is most stringent.
48. “Properly shredded garbage” means the waste from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles are carried freely under the flow conditions normally prevailing in the POTW, with no particle greater than one-half inch in any dimension.
49. “Publicly owned treatment works” or “POTW” means and includes "POTW" treatment works as defined by section 212 of the Act, and which is owned by the Des Moines Metropolitan Wastewater Reclamation Authority or any of Participating Communities that make up the WRA. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances if they convey wastewater to a POTW Treatment Plant.

50. “Sampling chamber” or “sampling maintenance hole” means a device or structure suitable and appropriate to permit sampling and flow measurement of a wastewater stream to determine compliance with this chapter.

51. “Sanitary district” means the Urbandale Sanitary Sewer District and Urbandale-Windsor Heights Sanitary District incorporated pursuant to Iowa Code chapter 358 and serving the cities of Urbandale and Windsor Heights.

52. “Severe property damage” means substantial physical damage to property, damage to a pretreatment facility causing it to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

53. “Sewage” means and includes wastewater as herein defined.

54. “Sewage system” means sewers, intercepting sewers, pipes or conduits, pumping stations, force mains, and all other constructions, devices and appliances appurtenant thereto used for collecting or conducting sewage to a point of treatment or ultimate disposal.

55. “Significant user” means:

A. All categorical users.

B. All industrial users that:

(1) Discharge 25,000 gallons per day or more of process wastewater (excludes sanitary, non-contact cooling, and boiler blowdown wastewater);

(2) Contribute a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the WRF; or

(3) Contribute a discharge that has a reasonable potential, in the opinion of the director, to adversely affect the POTW treatment plant by causing interference or pass through.

56. “Sludge” means the solids separated from the liquids during the wastewater treatment process.

57. “Slug” or “slug load” means any discharge of water or wastewater which, in concentration of any pollutant, measured using a grab or composite sample, is more than five times the allowable concentration as set forth in sections 100.11 and 100.12 of this chapter or in a user's most recent wastewater discharge permit or which exceeds a slug concentration level specified in a wastewater discharge permit. A discharge with pH outside the allowable range by more than one standard unit (S.U.) shall also be considered a slug.

58. “Standard industrial classification (SIC)” means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, most recent edition.

59. “Standard Methods” means the laboratory procedures set forth in the latest USEPA approved edition of Standard Methods for the Examination of Wastewater prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

60. “Storm sewer” means a sewer which carries stormwater, surface water and drainage but excludes sewage and industrial waste other than unpolluted cooling water.

61. “T”, when used as a portion of a chemical name, shall designate "total" such as in "cyanide-T" where "T" means "total" cyanide.
62. “TKN” means the Total Kjeldahl Nitrogen concentration expressed in mg/l as determined using Environmental Protection Agency methods or Standard Methods.
63. “Total metal” means the sum total of the suspended and dissolved concentrations of a metal specified in a wastewater discharge permit or as specified in section 100.12 hereof.
64. “Total suspended solids (TSS)” means the portion of total solids retained by a filter using Environmental Protection Agency methods or Standard Methods.
65. “Total Toxic Organics (TTO)” means the summation of all quantified values greater than 0.01 milligram per liter for the toxic organics as specified in the applicable regulation.
66. “Toxic Pollutant” means any pollutant or combination of pollutants listed in 40 CFR 403, appendix B.
67. “Unpolluted Water” means water containing none of the following: free or emulsified oil and grease; substances that may impart taste, odor or color characteristics; volatile, explosive, toxic or poisonous substances in suspension or solution; explosive, odorous or otherwise obnoxious gases. Such water shall not contain more than 25 mg/l of suspended solids, and not more than 25 mg/l of BOD.
68. “Upset” means an exceptional incident in which there is unintentional and temporary noncompliance with pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed pretreatment facilities, inadequate pretreatment facilities, lack of preventive maintenance, or careless or improper operation.
69. “User” means a person discharging anything other than domestic wastewater into the POTW, and includes categorical users as herein defined.
70. “Waste hauler” means a private contractor licensed by the WRA to deliver wastewater to the WRF or other locations approved by the WRA director, and includes all persons required to have a license under section 100.73 of this chapter.
71. “Wastewater” means and includes “sewage” as defined in federal law and regulation, or a combination of the liquid and water-carried waste from residences, commercial buildings, institutions and industrial establishments, together with such groundwater, surface water, and stormwater as may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.
72. “Wastewater discharge permit” means the document issued to a user by the WRA in accordance with the terms of this chapter which permits such user to discharge wastewater to the POTW.
73. “Water of the state” means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof.
74. “WRA” or “wastewater reclamation authority” means the Des Moines Metropolitan Wastewater Reclamation Authority, an entity organized and existing under Chapters 28E and 28F of the Iowa Code, and established pursuant to the WRA

Agreement. The term "WRA" means and includes the representatives of the Participating Communities on the WRA Board, and the officers and employees of the WRA.

75. "WRA agreement" means the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority, approved and executed by the WRA and its Participating Communities and effective as of July 1, 2004.

76. "WRA director" or "director" means the person appointed by the WRA board, or by the WRA operating contractor upon consultation with the board, as provided in Section 2.63 of the WRA operating contract, who is charged with the administration and management of the WRA system and of the provision of all services outlined in operating contract. Unless otherwise indicated in the text, the director shall mean and include the person acting as the director's authorized designee in the director's absence in carrying out the director's duties under this Chapter.

77. "WRA operating contractor" or "operating contractor" means the city of Des Moines, pursuant to the Initial Operating Contractor executed by the city of Des Moines and the WRA Board on and as of July 1, 2004, or such successor operating contractor as the WRA shall contract with to provide operation and management services to the WRA

78. "WRA participating community" or WRA "participating communities" means, individually or collectively, depending on context, the cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Johnston, Norwalk, Pleasant Hill, Polk City, Waukee, and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District, together with any other cities, counties, or sanitary districts that become participating communities under the provisions of the WRA agreement.

79. "WRA wastewater collection and conveyance system" or "WCCS" means the WRA sanitary sewer interceptors and extensions to same, detention basins, equalization basins, storage facilities, pumping stations, force mains and all related property and improvements.

80. "WRA wastewater reclamation facility" or "WRF" means the wastewater treatment plant located generally at 3000 Vandalia Road, Des Moines, Iowa, as the same may be expanded or improved in the future, and any other wastewater treatment plants hereafter acquired or constructed and operated by the WRA.

81. "WRA system" means and includes the WRF, the WCCS, satellite wastewater and CSO treatment facilities hereafter constructed, all real and personal property of every nature hereinafter owned by the WRA and comprising part of or used as a part of the WRA system, and all appurtenances, contracts, leases, franchises and other intangibles of the WRA.

100.02 ABBREVIATIONS

The following abbreviations, when used in this chapter, shall have the designated meanings:

BETX	Benzene, ethylbenzene, toluene, and xylenes(total)
BOD	Biochemical oxygen demand

BMR	Baseline monitoring report
C	Celsius
CFR	Code of Federal Regulations
COD	Chemical oxygen demand
EPA	Environmental Protection Agency
F	Fahrenheit
FOG	Fat oil, and grease
GPD	Gallons per day
IDNR	Iowa Department of Natural Resources
lb/day	Pounds per day
mgd	Million gallons per day
mg/l	Milligrams per liter
NCPS	National Categorical Pretreatment Standards or categorical standards
NH3-N	Ammonia nitrogen
NPDES	National Pollutant Discharge Elimination System
O&G	Oil and grease
POTW	Publicly owned treatment works
SCP	Spill control plan
SIC	Standard industrial classification
SNC	Significant noncompliance
RCRA	Resource Conservation and Recovery Act
TCLP	Toxicity characteristic leaching procedure
TFE	Trichlorotrifluoroethane
TKN	Total Kjeldahl nitrogen
TOH	Total organic hydrocarbons
TRC	Technical review criteria
TSS	Total suspended solids
TTO	Total toxic organics
USC	United States Code
U.S. EPA	United States Environmental Protection Agency
VPH	Volatile petroleum hydrocarbons

100.03 GENERAL ADOPTION

The provisions of this chapter are enacted to aid in the enforcement of the pretreatment regulations set forth in this chapter and may be placed in a separate portion of the municipal or county code of any WRA participating community which adopts these provisions. Each WRA participating community by enacting this chapter designates the WRA and its operating contractor as the enforcement agency under this chapter. Employees, agents and officers of the WRA and of its operating contractor, while acting to enforce this chapter for the WRA, are

empowered to make such inspections, issue such orders or permits and take such actions within the corporate boundaries of the city within the boundaries of the sanitary district as are authorized by this chapter. The WRA or its operating contractor is also authorized to impose and collect all fees or penalties authorized by this chapter, and are authorized to directly bill and collect from contributors penalties, fees charges and surcharges from all users within the city. A user's failure to pay any fee, charge, penalty or surcharge is a municipal infraction and shall also be grounds to discontinue sewer service to the user, all as hereafter more particularly provided. The enforcement of this chapter in the sanitary district is not dependent upon passage of this chapter or a similar ordinance by other WRA participating communities.

100.04 INTENT AND CONSTRUCTION

This chapter seeks to implement provisions of the Act, the general pretreatment regulations found at 40 CFR, Part 403, and the Iowa Administrative Code, chapter 567, sections 62.4 and 62.8. This chapter is to be construed and applied in accordance with the Clean Water Act amendments, the general pretreatment regulations, the Iowa Administrative Code and the purpose and policy provision set forth in section 100.05 of this chapter.

100.05 PURPOSE AND POLICY

1. This chapter regulates the use of sanitary sewers; private wastewater disposal; the installation and connection of building sewers; and the discharge of wastewater or waste into the POTW. This chapter sets forth uniform requirements for discharges into the POTW, and the deposit of wastewater and waste hauled to the WRF or to other locations approved by the WRA director for disposal and treatment.
2. The objectives of this chapter are to:
   A. To prevent the introduction of pollutants into the POTW that may interfere with the operation of the system or interfere with sludge management and disposal.
   B. Prevent the introduction of pollutants into the POTW that may pass through the system inadequately treated and ultimately into receiving water, the atmosphere, or otherwise be incompatible with the system.
   C. Protect workers' safety and health and protect against damage to the POTW.
   D. Provide for equitable distribution of treatment and industrial pretreatment costs resulting from pollutants introduced into the POTW.

100.06 JURISDICTION

The sections of this chapter are applicable in their entirety to all users who contribute wastewater, directly or indirectly, into the POTW without regard to whether the physical facilities of such users are situated within or outside the corporate limits of the sanitary district or city.

100.07 SEVERABILITY

If any provision of this chapter or the application thereof to any particular person or particular circumstance is held invalid, the invalidity shall not affect other provisions or application of this chapter which can be given effect without the invalid provision or application. To this end the provisions of this chapter are severable.

100.08 INTERPRETATION

This chapter shall be construed and interpreted to conform with 40 CFR I, and it is the intent of this chapter that it comply with the federal regulations.

100.09 Reserved.

DIVISION 2. WASTEWATER TREATMENT AND PRETREATMENT

100.10 USER REQUIREMENTS

1. The following requirements shall apply to all users of the POTW:
   A. All users shall promptly notify the WRA director in advance of any substantial change in the volume or character of pollutants in their discharge.
   B. New or increased contributions of pollutants or changes in the nature of pollutant discharged to the POTW shall require prior approval by the WRA director.
   C. Industrial users shall notify the WRA director, the Environmental Protection Agency Regional Waste Management Division Director, and state hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. The notification shall comply with the requirements set forth in 40 CFR 403.12(p).
   D. Discharge of any pollutants without the notice and approval required by this section is prohibited. Upon the receipt of notice required by this section, the WRA director shall within 180 days or less approve the discharge if he or she finds the proposed discharge meets applicable pretreatment standards and requirements and would not cause the WRA to violate its National Pollutant Discharge Elimination System permit. The WRA director shall deny permission for the discharge if he or she finds applicable pretreatment standards and requirements are not met or the discharge would cause a violation of the National Pollutant Discharge Elimination System permit for the WRF. In lieu of denial of permission for discharge, the WRA director may allow such discharge or contribution upon conditions which would not violate applicable pretreatment standards or requirements and would not cause a violation of the National Pollutant Discharge Elimination System permit for the WRF.

E. Food Service Establishments shall be regulated first under Division 5 of this ordinance but may be required to obtain a wastewater discharge permit and be subject to the requirements of Divisions 1-4 if the WRA Director determines that additional pretreatment is required in order to comply with Fat, Oil, & Grease discharge limits.

2. Any part of this section notwithstanding, upon receipt of the notice required by this section, the WRA director may require, in addition to the requirements of this section, that an industrial user obtain a permit under this chapter.

3. Users who are determined to be industrial users as herein defined and who refuse to apply for or obtain a wastewater discharge permit shall be subject to termination of sewer services as provided in section 100.47 hereof.

100.11 DISCHARGE PROHIBITIONS

The following general prohibitions shall apply to all users of the POTW unless the user is subject to a more restrictive National Categorical Pretreatment Standards, the Iowa Department of Natural Resources, or wastewater discharge permit limit. The following substances are prohibited from discharge to the POTW:

1. Pollutants creating a fire or explosion hazard in the POTW, including but not limited to waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods referenced in 40 CFR 261.21. Waste streams shall not be ignitable at ambient temperatures. At no time shall two successive readings on a meter capable of reading L.E.L. (lower explosive limit) at the nearest accessible point to the POTW, at the point of discharge into the POTW or at any point in the POTW, be more than five percent nor any single reading greater than ten percent.

2. Any substance which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0 or greater than 12.0.

3. Solid or viscous pollutants which will cause obstruction to the flow in the POTW resulting in interference. Such pollutants include but are not limited to grease, garbage with particles greater than one-half inch any dimension, animal tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, wipes, spent grains, spent hops, wastepaper, wood, plastics, tar, asphalt residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing waste, or tumbling and de-burring stones, and wastewater containing fat, wax, O&G, or other substances which may solidify or become viscous at temperatures between 32 and 150 degrees Fahrenheit (0 and 65 degrees Celsius).

4. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate or pollutant concentration which will cause interference or pass through at the WRF or which constitutes a slug load as defined in this chapter.

5. Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case wastewater or vapor having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius) at the point of introduction into the POTW, and in no case wastewater or vapor which alone or in concert with other discharges produces a temperature at the WRF greater than 104 degrees Fahrenheit (40 degrees Celsius).

6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.

7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems or a public nuisance.

8. Any trucked or hauled pollutants, except at discharge points designated by the WRA.

9. Radioactive wastes unless they comply with Atomic Energy Commission Act of 1954 (68 Stat. 919 as amended and part 20, subpart D, Waste Disposal, section 20.303 of the regulations issued by the Atomic Energy Commission, or amendments thereto).

10. Any wastewater containing concentrations of inert suspended solids, such as but not limited to fuller's earth, lime slurries, and lime residues, or of dissolved solids, such as but not limited to, sodium chloride and sodium sulfate, which exceed 3,000 mg/l nonvolatile or 3,000 mg/l total dissolved solids unless approved by the WRA director.

11. Pollutants causing excessive discoloration, such as but not limited to dye waste and vegetable tanning solutions.

100.12 LOCAL LIMITS FOR SPECIFIC POLLUTANTS

1. *Generally.* Local limits for specific pollutants discharged pursuant to this chapter shall be as follows:

A. *Dilution.* Dilution of the discharge from a pretreatment facility or from a regulated process is prohibited as a method for treatment of wastes in order to meet the limits set forth in this chapter.

B. *Sample location.* Measurement of pollutant concentrations to determine compliance shall be made at the point immediately following the pretreatment facility and before mixture with other waters, unless another point is designated by the WRA director. If necessary, the concentrations so measured shall be recomputed to exclude the effect of any dilution that is improper using the combined waste stream formula.

2. *Headworks limits; average mass.* The average composite loading of all industrial users contributing the following specific pollutants to the POTW shall not exceed the allowable total pounds. The allocation of pollutants between industrial and nonindustrial sources may be adjusted by the director provided that the allowable total loading for any pollutant at the headworks of the WRF is not exceeded.

	30-Day Average Allowable Pounds/Day	
Pollutant	Total	Industrial
BOD	195,600	135,153
TSS	300,400	208,463
NH3	13,000	6,959
TKN	27,760	16,950

	Maximum Allowable Headworks Loading Pounds/Day	**Maximum Allowable Industrial Loading** Pounds/Day
Pollutant	Total	Industrial
Arsenic-T	7.58	3.81
Cadmium-T	3.65	2.16
Chromium-T	136.35	120.90
Copper-T	148.56	125.51
Cyanide-T	17.08	8.28
Lead-T	28.17	20.94
Mercury-T	0.999	0.747
Nickel-T	87.27	75.75
Silver-T	23.30	19.77
Zinc-T	360.59	283.53

3. *Discharge concentration limits and review criteria.* Discharge concentration limits and review criteria shall be as follows:

A. The discharge into the POTW of any materials, water or waste having a pollutant concentration greater than the limits in subsections (3)(C), (D), and (E) of this section or containing pollutants not listed in this subsection shall be subject to the review and approval of the WRA director. After review of the proposed discharges, the WRA director may:

(1) Reject the waste for reasons consistent with section 100.05 of this chapter.

(2) Require pretreatment to an acceptable pollutant concentration for discharge to the POTW.

(3) Require control of the quantities and rates of discharge of the water or waste.

(4) Require payment to cover the added cost of handling and treatment of water and waste or any combination thereof.

(5) Reduce the maximum or average mass loading of present and prospective individual users on any reasonable prorated basis to meet headworks loading limits at the WRF.

(6) Require the user to obtain a wastewater discharge permit and be subject to any of the rules and regulations contained therein.

(7) Require the user to meet local limits when local limits are more restrictive than National Categorical Pretreatment Standards, provided that headworks loading limits are met.

(8) Initiate enforcement action in response to any noncompliance with this chapter using the enforcement procedures outlined in this chapter.

(9) Take any combination of the steps in subsections 3.A.(1) through 3.A.(7), as appropriate.

B. Users discharging wastewater to the POTW whose pollutant concentrations or flows are greater than the following shall be considered industrial users for purposes of sewer charges and may be regulated or permitted by the WRA director as appropriate:

	Pollutant	Daily Maximum (mg/l)
a.	BOD	200
b.	TSS	250
c.	COD	300
d.	O&G-T	100
e.	TKN	30
f.	NH3-N	15
g.	An average daily flow greater than 5,000 gallons or having an unusual concentration of flow.	

C. Pollutant limits. Average and maximum concentration limits for users without National Categorical Pretreatment Standards for these pollutants shall be as follows:

Pollutant	Daily Maximum (mg/l)	Monthly Average (mg/l)
Arsenic-T	0.38	0.25
Cadmium-T	0.08	0.05
Chromium-T	6.43	4.29
Copper-T	10.21	6.80
Cyanide-T	0.53	0.36
Lead-T	1.43	0.95
Mercury-T	0.042	0.028
Nickel-T	7.22	4.81
O&G-T	400.0	--
O&G-Mineral	100.0	--
Silver-T	1.30	0.87
VPH	10.0	--
Zinc-T	19.64	13.09

pH range shall be not lower than 5.0 or greater than 12.0.

Temperature (liquids or vapors) shall be not greater than 150 degrees Fahrenheit at the point of entry into the POTW.

D. Daily maximum pollutant limits for hauled waste. Wastes delivered to the WRF by truck or rail shall not exceed the following concentrations in any load or overall daily loading limits unless otherwise approved by the WRA Director:

Pollutant	Concentration (mg/l)	Loading (pounds/day)
COD	100,000	--
O&G-T	50,000	--
VPH	10.0	--
Arsenic-T	--	0.014
Cadmium-T	--	0.93
Chromium-T	--	24.74
Copper-T	--	23.71
Cyanide-T	--	0.29
Lead-T	--	6.70
Mercury-T	--	0.12
Nickel-T	--	3.71
Silver-T	--	0.26
Zinc-T	--	87.62

pH range shall be not lower than 5.0 or greater than 12.0.

E. Daily maximum limit for gasoline cleanup projects. Discharge of wastewater from sites where gasoline is being removed from the soil or groundwater shall meet the following limits prior to discharge to the POTW:

Pollutant	mg/l
Benzene	0.050
BETX	0.750

4. No subsection of this section shall be construed to provide lesser discharge standards than are or that may be imposed and required by U.S. Environmental Protection Agency or the Iowa department of natural resources, nor to allow the average allowable total loading for any pollutant at the headworks of the WRF to be exceeded.

100.13 NATIONAL CATEGORICAL PRETEATMENT STANDARDS

Users subject to National Categorical Pretreatment Standards (NCPS) as contained in 40 CFR I, subchapter N, part 405-471 shall comply with the standards and applicable reporting requirements under 40 CFR 403.12. New sources of categorical discharge shall meet National Categorical Pretreatment Standards in the shortest feasible time, but in no case longer than 90 days from the commencement of discharge. Failure to comply shall be a violation of this chapter and subject the user to enforcement action. The WRA is required to notify all known affected categorical users of the applicable reporting requirements under 40 CFR 403.12. Failure of the

WRA to notify a user shall not relieve the user of the duty, if any, to comply with National Categorical Pretreatment Standards.

100.14 STATE REQUIREMENTS

State of Iowa requirements and limitations on discharges pursuant to this chapter shall apply when they are more stringent than U.S. Environmental Protection Agency or WRA requirements and limitations unless allowed by the Iowa department of natural resources.

100.15 CITY'S RIGHT OF REVISION

The city, acting at the direction of the WRA, reserves the right to establish more stringent limitations or requirements on discharges to the POTW than those contained in this chapter if deemed necessary to comply with the purpose and policy objectives presented in section 100.05 of this chapter.

100.16 PRETREATMENT

1. A user discharging or with potential to discharge any waste into the POTW as set forth in section 100.11, 100.12 or 100.13 of this division shall be required by the WRA director to construct, install and operate, at the user's sole expense, such pretreatment facilities as may be required in order to:
    A. Reduce the objectionable characteristics or constituents of wastewater to within the maximum limits provided for in sections 100.11, 100.12, 100.13, or 100.14 of this chapter.
    B. Control the quantities and rates of discharge of such wastewater.
    C. Reduce the pollutants to such concentration and flows as may be contained in the user's wastewater discharge permit.
    D. Prevent the discharge of liquid waste containing FOG, sand in excessive amounts, any flammable waste, or other harmful pollutants. All traps or similar devices shall be of a type and capacity needed to perform effectively and shall be readily and easily accessible for cleaning and inspection. All traps or devices shall be provided and maintained in efficient operating condition at all times. Materials removed from traps shall be considered unacceptable for disposal at the WRF unless specifically approved by the WRA director.
2. All plans, specifications, technical operating data and other information pertinent to the proposed operation and maintenance of pretreatment facilities shall be reviewed and approved by the WRA director prior to construction. Design and installation of such facilities shall be subject to the requirements of all applicable codes, chapters and laws, including local zoning regulations. The review and approval of such plans and operating procedures shall, in no way, relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the WRA director under this chapter. Any subsequent changes in the pretreatment facilities or method of operations shall be reported to and be acceptable to the WRA director prior to the user's initiations of the changes.

3. Users shall continuously maintain all pretreatment facilities required by this chapter in satisfactory and effective operating condition at the sole expense of such user.

4. No section contained in this chapter shall be construed to prevent or prohibit a separate or special agreement between the WRA and any user whereby wastewater containing waste of unusual strength, character or composition may be accepted for treatment, subject to additional payment by such user; provided, however, that such agreement shall have the prior approval of the WRA Board, shall not conflict with the Iowa department of natural resources and U.S. Environmental Protection Agency requirements, and shall be consistent with subsection 100.66.2 and sections 100.13 and 100.14 of this chapter, and subsection 6 of this section.

5. The WRA director may reject any waste which, in the opinion of the director, may cause interference or pass through.

6. Users shall obtain the specific approval of the WRA director prior to discharging any waste resulting from a pretreatment facility to the POTW. The WRA director may develop a documentation system to track the transportation and final disposition of any pretreatment waste. Pretreatment waste regulated by this subsection shall include waste generated as a result of pretreatment processes used to comply with National Pollutant Discharge Elimination System permits, air pollution permits, wastewater discharge permits, soil/groundwater reclamation processes, and pollutants resulting from a spill of any liquid or solid material or the cleanup of any such spill. Pretreatment waste is prohibited from disposal to the water of the state except as specifically permitted by the Iowa department of natural resources.

100.17 DILUTION PROHIBITED

Users shall not increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, or with any other pollutant-specific limitation developed by the WRA or its Operating Contractor.

100.18 SPILL CONTAINMENT

1. Users having the ability to cause interference or pass through or to discharge a slug shall provide protection from accidental discharge to the POTW of prohibited materials or other substances regulated by this chapter. Facilities to prevent accidental discharge of prohibited materials shall be constructed, installed, operated and maintained at the user's sole cost and expense.

2. Users meeting the criteria in subsection 1 of this section shall develop a spill containment plan. The plan shall require the approval of the WRA director and shall contain the following:

A. A description of discharge practices, including non-routine batch discharges.

B. A description of stored chemicals.

C. Procedures for immediately notifying the WRA of slug discharges, including any that would violate the discharge prohibitions in section 100.11 of

this division. Notification procedures shall comply with subsections 3 and 4 of this section.

D. A description of procedures and structures necessary to prevent adverse impacts upon the POTW from accidental spills including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants including solvents, and/or measures and equipment for emergency response.

E. A schedule for the completion or implementation of necessary procedures and structures. Complete implementation and installation of any procedures or structures shall be according to the shortest possible schedule, but in no case longer than one year. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify and operate its facility as necessary to meet the requirements of this chapter.

3. Users shall immediately telephone and notify the WRA of any accidental or deliberate discharge of pollutants which violates section 100.11 of this division or which is a slug load. Any discharge into the POTW of a substance which is a listed or characteristic waste under section 3001 of RCRA must be immediately reported to the U.S. Environmental Protection Agency Regional Director, the Iowa department of natural resources, and the WRA. Notifications required in this subsection shall include the name of caller, location and time of discharge, pollutant concentration, volume and the corrective actions taken.

4. Users shall submit a written report to the WRA director within five days following such an accidental or deliberate discharge describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Users shall submit follow-up reports as may be required by the WRA director. Such report shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property, nor shall such report relieve the user of any fines, civil penalties, or other liability which may be imposed by this chapter or otherwise. Failure to report accidental or deliberate discharges may, in addition to any other remedies available to the city and sanitary district, result in the revocation of the discharger's wastewater discharge permit.

5. Users shall control production or all discharges to the extent necessary to maintain compliance with all applicable regulations upon reduction, loss, or failure of its pretreatment facility until the facility is restored or an alternative method of pretreatment is provided. This requirement applies in the situation where, among other things, the primary source of power to the user's pretreatment facility is reduced, lost or fails.

6. Users required to have a spill containment plan must permanently post a notice in English and the language of common use on the user's bulletin board or other prominent place advising employees whom to call if a prohibited discharge occurs. Users shall ensure that all employees who are in a position to cause, discover, or observe such an accidental discharge are advised of the emergency notification procedures.

100.19 TREATMENT UPSETS

1. Users shall inform the WRA director within one hour of becoming aware of an upset in operations that places it in a temporary state of noncompliance with the pollutant limits in this chapter. Users shall provide a follow-up written report to the WRA director within five days. The report must demonstrate that the pretreatment facility was being operated in a prudent and appropriate manner and shall contain:

A. A description of the upset, its cause, and impact on the user's compliance status.

B. The duration of noncompliance, including exact dates and times of noncompliance, and, if the noncompliance is continuing, the time by which compliance is reasonably expected to be restored.

C. All steps taken or planned to reduce, eliminate, and prevent recurrence of such an upset.

100.20 TREATMENT BYPASS

1. Under this chapter, bypass is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime.

E. The user may allow a bypass to occur which does not cause a violation of pretreatment standards, but only if it is for essential maintenance to ensure efficient operation.

3. Notification of bypass shall be submitted in accordance with the following:

A. Anticipated bypass. If the user knows in advance of the need for a bypass, it shall submit prior written notice, at least ten days before the date of the bypass, to the WRA director.

B. Unanticipated bypass. The user shall immediately notify the WRA director and submit a written report to the WRA within five days. This report shall specify the following:

(1) A description of the bypass, its cause, and the duration.

(2) Whether the bypass has been corrected.

(3) The steps being taken or to be taken to reduce, eliminate and prevent a reoccurrence of the bypass.

4. Proper notification shall not relieve the user of liability for treatment costs and fees or other remedies as provided for in section 100.16 of this division.

100.21 FEES

To provide for the recovery of costs from users of the POTW and for the implementation of the pretreatment program established by this chapter, the following fees are hereby established and shall be applicable to discharges by all users:

1. All users shall be subject to the following fees and charges:

A. The wastewater discharge permit application fee shall be $200.00 for a class A permit, $100 for a class B permit, and $100 for a soil/groundwater remediation permit.

B. The annual fee for a class A wastewater discharge permit shall be $1000.00.

C. The annual fee for a class B wastewater discharge permit shall be $400.00.

D. The fee paid by each industrial user when an accidental discharge or slug load occurs shall be up to $1,000.00. The fee shall reimburse the WRA for any costs incurred as a result of the discharge.

E. The fee for sampling a user's discharge shall be $50.00 per day when using a 24-hour automatic sampler. The fee for subsequent consecutive days and for collecting grab samples shall be $25.00 per day. When a sampling event must be rescheduled due to failure of the user's sampling equipment or due to a sampler seal (used to detect sample tampering) being broken, a trip charge of $25.00 and a rescheduling fee of $50.00 shall be assessed. The trip charge fee may be waived if the user informs the WRA of sampling equipment failure prior to 8:00 a.m. of a scheduled sampling day.

F. Laboratory analysis fees for those analyses performed by the WRA shall be as follows:

LABORATORY ANALYSIS FEES

Test		Cost/ Sample
BOD		$ 20.00
COD		20.00
Total Organic Carbon (TOC)		20.00
TSS		10.00
pH		5.00
Oil and grease – Total		35.00
Mineral/nonmineral		35.00
Nitrogen, ammonia		15.00
Nitrogen, nitrate		15.00
TKN		30.00
Phosphorous, total		25.00
Potassium		12.00
Calcium carbonate equivalent		15.00
Soil analysis, each pollutant		20.00
Phenols		28.00
Cyanide		30.00
Metals:		
	Arsenic	20.00
	Selenium	20.00

	Mercury	25.00
	Other metals (per parameter)	15.00
	BETX (OA-1)	40.00
	VPH (OA-1)	40.00
	BETX & VPH (OA-1)	45.00
USEPA Tests:		
	608 Organochlorine Pesticides & PCBs	70.00
	624 Volatile Organic Compounds	140.00
	625 Base/Neutral Organic Compounds and/or	290.00
	625 Acid/Organic Compounds	290.00

G. Fees for analysis performed by laboratories other than the WRA laboratory shall be the full cost of each analysis.

H. Fees for annual or biannual inspections of permitted users shall be $100.00 for those holding a class A permit and $50.00 for those holding a class B permit.

I. Fees for copying and mailing documents shall be $1.00 for the initial page and $0.25 for each additional page plus postage. No charges shall be assessed for requests for copies received from individuals or agencies served by the WRA, provided the number of pages requested does not exceed ten.

J. Fees for past due reminders sent each 30 days that a balance remains unpaid shall be $5.00.

K. Prohibitive waste charges for each pollutant discharged in excess of permit or ordinance limits shall be $25.00 per day for class B permit holders and $50.00 per day for class A permit holders. High strength charges shall double if discharges are slug loads. Payment of fees does not preclude other enforcement action and may not be paid in lieu of compliance with discharge limitations.

L. Fees for inspection of a food service establishment as defined in division 5 of this chapter, regulation of fats, oils, and grease discharge by food service establishments, shall be $50 per visit.

2. All users contributing wastewater in excess of the following concentrations shall be assessed a surcharge, which shall be in addition to the rates and charges ordinarily billed to such users for sewer use:

Pollutant	Surcharge (per pound)

Suspended solids in excess of 250 mg/l	$0.16
BOD or CBOD in excess of 200 mg/l	0.11
TKN in excess of 30 mg/l	0.61
Oil and grease in excess of 100 mg/l	0.06

Chemical oxygen demand (COD) in excess of 300 mg/l may be used at the discretion of the WRA director in lieu of CBOD. In such case the excess COD concentration shall be multiplied by the known CBOD/COD ratio or by a ratio of two-thirds to establish an equivalent CBOD concentration.

Ammonia nitrogen (NH3-N) in excess of 15 mg/l may be used at the discretion of the WRA director in lieu of TKN by multiplying the excess NH3-N concentration times two to establish an equivalent TKN concentration.

3. The establishment and imposition of new or different fees or charges, in addition or in substitution for those provided above in this section, shall be by ordinance amending this chapter. The amounts of the fees and charges established in this section shall be and remain in effect until such time as the WRA Board shall by resolution revise said fee amounts. Said revised fees and charges shall take effect after the board causes said resolution to be sent to this city council and the sanitary district board thereafter causes same to be published in a newspaper of general circulation in each county in which participating communities are located.

100.22 RESERVED

DIVISION 3. INDUSTRIAL WASTEWATER DISCHARGE PERMITS AND REPORTING REQUIREMENTS

100.23 CLASSES OF PERMITS

Discharge permit classifications shall be as follows:

1. Class A permit issued to a user discharging 25,000 gallons per day or more of process wastewater (excludes sanitary, non-contact cooling, and boiler blowdown).
2. Class B permit issued to a user discharging less than 25,000 gallons per day of process wastewater.

100.24 PERMIT REQUIREMENTS

1. All new industrial users shall notify the WRA director of the nature and characteristics of their proposed discharge 180 days prior to commencing discharge. A notification form prescribed by the WRA shall be used for this purpose

2. Significant users shall discharge wastewater, either directly or indirectly, into the POTW only after obtaining a wastewater discharge permit from the WRA director. Obtaining a wastewater discharge permit does not relieve a user of the obligation to obtain other permits required by federal, state, or local law.

3. Other users, including waste haulers, shall obtain permits as required by the WRA director.

100.25 PERMIT APPLICATIONS; BASELINE MONITORING REPORTS

Users applying for a wastewater discharge permit or submitting a baseline monitoring report shall submit the following information as required by 40 CFR 403.12 or by the WRA director:

1. Users applying for a wastewater discharge permit must submit an application form prescribed by the WRA and accompanied by the application fee. All new significant users must submit such application 180 days prior to the date of any wastewater discharge. Existing users subject to new National Categorical Pretreatment Standards must, within 180 days after the effective date of the standard, submit such an application. The following information is required:

A. Name, address, and location of the facility, if different from the mailing address.

B. The name of a person or agent authorized to accept legal service of process.

C. Standard industrial classification (SIC) code of both the industry as a whole and any processes for which National Categorical Pretreatment Standards have been promulgated and a list of any environmental control permits held by or for the facility.

D. Wastewater constituents and characteristics including any pollutants in the discharge which are limited by any federal, state, or local standards with sampling and analysis performed in accordance with Environmental Protection Agency approved methods, and meeting the following requirements:

(1) The user shall identify the pretreatment standards applicable to each regulated process if the user is a categorical user.

(2) All samples shall be representative of daily operations.

(3) A minimum of four grab samples, if required, must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organics. For all other pollutants required, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The WRA director may waive flow-proportional composite sampling for any user who demonstrates that flow-proportional sampling is not feasible. In such cases, samples may be obtained through time-proportional techniques or through a minimum of four grab samples where the user demonstrates that such sampling will provide a representative sample of the effluent being discharged.

(4) Where the flow of the stream being sampled is less than or equal to 250,000 gallons per day, the user must analyze three samples within a two-week period. Where the flow of the stream being sampled is greater than 250,000 gallons per day, the user must analyze six samples within a two-week period.

(5) Samples must be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists and prior to mixing with other waste. If non-regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentrations or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the WRA director. Users not subject to categorical standards shall submit analysis of wastewater representative of the effluent discharged to the POTW.

(6) The WRA director may allow the submission of an application which utilizes only historical data so long as the data provides information sufficient to determine the need for pretreatment.

(7) A statement indicating the time, date and place of sampling, methods of analysis, and certifying that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW shall accompany each application/baseline monitoring report unless such sampling and analysis was performed by WRF.

E. Time and duration of all discharges.

F. Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any.

G. Description of activities, facilities, and plant processes at the site, including a list of all raw materials and chemicals used at the facility which are or could accidentally or intentionally be discharged to the POTW.

H. The site plans, floor plans and mechanical and plumbing plans and details to show all sewers, floor drains, and appurtenances by size, location and elevation. The plans shall include a schematic process diagram which indicates all points of discharge to the POTW. All plans must be certified for accuracy by a professional engineer registered in the state.

I. Each product produced by type, amount, process and rate of production.

J. Type and amount of raw materials processed (average and maximum per day).

K. Number and type of employees and hours of operation and proposed or actual hours of operation of the pretreatment facility.

L. A statement, reviewed by an authorized representative of the user, as defined in section 100.35 of this division, and certified to by a professional engineer registered in the state, indicating whether pretreatment standards are being met on a consistent basis and if not whether additional operation and maintenance or additional pretreatment is required for the user to meet pretreatment standards and requirements.

M. If additional pretreatment or O&M will be required to meet pretreatment standards or requirements, the user shall supply a compliance schedule indicating the shortest time schedule necessary to accomplish installation or adoption of such

additional pretreatment or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:

(1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. Such schedule shall include, where applicable, but shall not be limited to dates for the hiring of an engineer, completing preliminary plans, executing contracts for major components, commencing construction, beginning operation, and conducting routine operations.

(2) No increment referred to in subsection 1.M(1) of this section shall exceed nine months, nor shall the total compliance period exceed 18 months.

(3) No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA director, including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate the steps being taken by the user to return to the established schedule. In no event shall more than nine months elapse between such progress reports to the WRA director.

N. If additional pretreatment and/or operation and maintenance will be required to meet the limits on discharge into the POTW set forth in section 100.11, 100.12 or 100.13of this chapter, or any other limits set by the WRA director, a plan shall be provided by the user giving the shortest schedule by which the user will provide the needed equipment, operation, or maintenance changes and additions to meet such limits. The completion date in this schedule shall not be later than the compliance date established for the National Categorical Pretreatment Standards. For a compliance schedule for meeting National Categorical Pretreatment Standards the following condition shall apply:

(1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required to meet the applicable National Categorical Pretreatment Standards. Such schedule shall include, where applicable, but not be limited to dates for the hiring of an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction and completing construction.

(2) No time increment in the schedule may exceed nine months.

(3) No later than 14 days after each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA director stating whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being

taken by the user to return to the schedule established. In no case shall more than nine months elapse between such progress reports to the WRA.

O. Any additional information required by the WRA director to evaluate a permit application.

2. All applications and reports must contain the certification statement and be signed in accordance with section 100.35 of this division.

100.26 REPORT ON COMPLIANCE BY CATEGORICAL INDUSTRIES

Users subject to National Categorical Pretreatment Standards shall submit a report to the WRA director containing the information described in subsections 100.25.1.C, 1.D, 1.E and 1.K of this division within 90 days following the date for final compliance with applicable National Categorical Pretreatment Standards or, if a new source, following commencement of discharge. Users subject to equivalent mass or concentration limits shall provide a reasonable measure of the user's longterm production rate. For all other users subject to National Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production or other measure of operation, this report shall include the user's actual production during the appropriate sampling period. All reports must contain the certification statement and be signed in accordance with section 100.35 of this division.

100.27 PERMIT CONTENTS

Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the WRA director to prevent pass through or interference; protect the quality of the water body receiving effluent from the POTW; protect worker health and safety; facilitate the WRA's sludge management and disposal program; protect ambient air quality; and protect against damage to the POTW. The WRA director may include the following items in the permit, and such additional items as the director determines necessary or prudent:

1. Limits on the average or maximum rate of discharge, time of discharge, or requirements for flow regulation and equalization.

2. Limits on the average or maximum concentration, mass, or other measure of identified wastewater constituents or properties.

3. Requirements for the installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW.

4. Development and implementation of spill control plans or other special conditions including additional management practices necessary to adequately prevent accidental, unanticipated, or prohibited discharges.

5. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW.

6. Requirements for installation and maintenance of inspection, sampling, and flow monitoring facilities and equipment for each separate discharge into the POTW.

7. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.

8. Compliance schedules.

9. Requirements for submission of technical reports or discharge reports and which may include production data.

10. Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the WRA director and affording the director or the director's representatives access thereto.

11. Requirements for the notification of any substantial change in the manufacturing processes, pretreatment processes, quantity or quality of waste discharged to the POTW 90 days prior to such change. The WRA director shall approve, deny or condition a changed discharge prior to a change occurring in accordance with subsection 100.10.1.D of this chapter.

12. Requirements for notification of excessive, accidental, or slug discharges.

13. Other conditions as deemed appropriate by the WRA director to ensure compliance with this chapter, and state and federal laws, rules, and regulations.

14. A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal pretreatment standards, including those which become effective during the term of the permit.

100.28 PERMIT DURATION AND RENEWAL

Permits required under this division shall be issued for a specified time period, not to exceed five years. Permit fees shall be due annually to the WRA regardless of the term of the permit. Permitted users shall apply for a new permit by submitting a completed permit application a minimum of 90 days prior to the expiration of the user's existing permit.

100.29 CONTINUATION OF EXPIRED PERMITS

Expired permits issued pursuant to this division shall remain effective and enforceable until the permit is reissued unless the user is notified of permit termination by the WRA director.

100.30 PERMIT MODIFICATIONS

1. The WRA director may modify the permit issued pursuant to this division for good cause, including but not limited to the following:

A. To incorporate any new or revised federal, state, or local pretreatment standard or requirement. After becoming aware of more stringent standards or requirements, the WRA will, as necessary, update permits within 90 days;

B. To make material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective permit;

C. To make a change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

D. Upon receipt of information indicating that the permitted discharge poses a threat to the POTW, to the city, sanitary district, the WRA or operating contractor personnel, or to the receiving water;

E. Upon occurrence of a violation of any terms or conditions of the permit;

F. Misrepresentation of, or grant of variance from, such categorical standards pursuant to 40 CFR 403.13;

G. To correct typographical or other errors in the permit;

H. To reflect transfer of ownership or operation of the permitted facility to a new owner or operator; or

I. Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

2. The filing of a request by the permittee for permit modification, revocation and reissuance, termination, or a notification of planned changes or anticipated noncompliance shall not have the effect of staying or delaying the implementation or effective date of any permit condition.

100.31 PERMIT TRANSFER

An industrial wastewater discharge permit is not transferable to any other person or entity. A new owner or operator must apply for a new wastewater discharge permit 60 days prior to taking ownership or undertaking operation of a permitted facility.

100.32 DENIAL OF PERMIT

The WRA director may deny a wastewater discharge permit to any user whose discharge of material to the POTW, whether shown upon application, including test results submitted by the applicant, or determined after inspection or testing conducted by the WRA or its operating contractor, is not in conformity with this chapter or whose application is incomplete or does not comply with the requirements of section 100.25 of this division.

100.33 PERMIT VIOLATIONS

Any violation of the terms, conditions, or limits of a user's wastewater discharge permit shall be deemed a violation of this chapter and shall subject the user to all enforcement procedures outlined in this chapter.

100.34 PERIODIC COMPLIANCE REPORTS

Under this division, periodic compliance reports are required as follows:

1. Significant users shall submit to the WRA director, during the months of January and July, a report indicating the nature, concentration, and flow of pollutants in the effluent which are limited by permit or pretreatment standards for the preceding six-month period. This report shall include a record of the monthly average flows and the daily flow for each analysis date during the reporting period. At the discretion of the WRA director and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the WRA director may agree to alter the months during

which the reports are to be submitted. More frequent reports may be required by the WRA director.

2. The WRA director may impose mass limitations on users. In such cases, the report required by subsection 1 of this section shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user. All analyses shall be performed using Environmental Protection Agency approved methods using sampling techniques approved by the Iowa department of natural resources.

3. Users shall meet the certification and signatory requirements in section 100.35 of this division for each report submitted under this section. Where the WRA itself collects all the information required for the report, including flow data, the industrial user will not be required to submit a periodic compliance report.

4. A user must notify the WRA director of all violations identified as a result of self-monitoring to the POTW by telephone, during normal business hours, within 24 hours of the time the user becomes aware of such violation. The user must also submit the results of repeat analyses to the WRA within 30 days after becoming aware of the violation, together with a complete report on all steps taken to resolve the violation. The user need not repeat the analyses if:

   A. The WRA performs sampling of the industrial user at a frequency of at least once per month; or

   B. The WRA performs sampling of the user between the time when the user performs its initial sampling and the time when the user receives the results of this sampling.

5. A user who monitors any pollutant more frequently than required by the WRA or who self-monitors in addition to WRA monitoring, using Environmental Protection Agency methods or standard methods, shall report the monitoring results to the WRA director in accordance with subsections (1), (3) and (4) of this section.

100.35 CERTIFICATION AND SIGNATORY REQUIREMENTS

1. All applications or reports submitted by a user pursuant to this division shall contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

2. All applications and reports shall be signed by an authorized representative of the user as defined in section 100.01 of this chapter. A user shall maintain a current and accurate authorization on file with the WRA director.

100.36 MONITORING FACILITIES

1. When required by the WRA director pursuant to this division, each permitted user shall at its expense provide and operate monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer or internal drainage systems. The WRA director may require the placement of such monitoring facilities at the end of each process where pollutants are used, produced, or treated. The monitoring facility should normally be situated on the user's premises and located so that it will not be obstructed by landscaping or parked vehicles.

2. When required by the wastewater discharge permit and within 90 days of written notification, a user shall install a sampling chamber for each separate discharge of the building sewer in accordance with plans and specification approved by the WRA director. A user shall provide ample room in or near such sampling chamber to allow accurate sampling and preparation of samples for analysis. Each user shall at its expense maintain all sampling and measuring equipment in a safe and proper operating condition at all times, which equipment shall be safely, easily and independently accessible to authorized representatives of the WRA. Users shall certify all flow measuring devices to be in proper working condition at a frequency specified in the permit or in writing by the WRA director, using a qualified technician acceptable to the WRA director. Sampling shall be in accordance with the following:

   A. Each sampling chamber shall contain a flume unless another device is approved by the WRA director, with a recording and totalizing device for measurement of the liquid quantity.

   B. At the discretion of the WRA director, metered water supply to a user may be used as the volume quantity where it is substantiated that the metered water supply and waste quantities are approximately the same, or where a measurable adjustment agreed to by the director is made in the metered water supply to determine the liquid waste quantity. Separate meters may be used to subtract water which is not discharged to the POTW or is discharged to a sewer other than the sampled location.

   C. Samples shall be taken at a frequency and volume determined by the WRA director and shall be properly refrigerated and preserved in accordance with Environmental Protection Agency approved methods. The sample shall be composited in proportion to the flow for a representative 24-hour sample. A time proportioned 24-hour sample may be used if flow proportioned sampling is determined by the WRA director to be impractical. Grab samples shall be used where appropriate.

3. A user must inform the WRA director prior to breaking a sampler seal, used by the WRA to detect sample tampering, unless necessary to prevent loss of life, personal injury, or severe property damage. A user shall not place additional seals or locks upon a sampler which may be used by the WRA without first obtaining approval from the WRA director.

100.37 INSPECTION, SAMPLING, AND RECORD KEEPING AUTHORITY

Under this division, users shall be deemed to have given the following authorities to the WRA and its operating contractor:

1. Users shall permit authorized representatives or agents of the WRA to enter upon all properties and all parts of the premises, or upon properties of users with wastewater discharge permits, for the purposes of inspection, sampling, records examination, records copying, or the performance of any of their duties. This shall include the right to set up, on the user's property, such devices as are necessary to conduct sampling, inspection, compliance monitoring, or metering operations as may be required in pursuance of the implementation and enforcement of this chapter.

A. Where a user has security measures in force which would require proper identification and clearance before entry into the premises, the user shall make necessary arrangements in the security measures so that, upon presentation of suitable identification, WRA or operating contractor personnel will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

B. All users subject to any of the reporting requirements of this chapter shall maintain copies of reports and records of all information as required in 40 CFR 403.12(o) resulting from any monitoring activities required by this chapter for a minimum of three years and shall make such records available for inspection and copying by the WRA and its operating contractor. This period of retention shall be extended until the completion of any unresolved negotiation, hearing, or litigation involving a purported violation.

100.38 CONFIDENTIAL DOCUMENTS, DATA, AND INFORMATION

1. Except as provided in this section, documents, data and information obtained from user reports, questionnaires, permit applications and inspections pursuant to this division shall be made available to the public or other governmental agencies without restriction. If the user specifically requests and is able to demonstrate that the release of such information would divulge information concerning processes or methods of production entitled to protection under law as trade secrets of the user or would give advantage to competitors and serve no public purpose, the WRA director may determine that such information should be kept confidential and not made available for public examination, but such information shall be available to the U.S. Environmental Protection Agency or the Iowa department of natural resources.

2. Decisions by the WRA director to deny confidential status for information may be appealed using the procedures in section 100.39 of this division. In determining whether information is confidential, the provisions of Iowa Code Chapter 22 shall prevail.

3. Effluent data and enforcement actions by the WRA or its operating contractor will not be considered confidential records or information.

100.39 APPEAL OF DENAIL OF CONFIDENTIAL STATUS

1. Any person aggrieved by the WRA director's decision to release information or data obtained as provided in subsection 100.38.1 of this division and who can demonstrate a direct and substantial interest in the information or data sought to be kept confidential may appeal the WRA director's decision. A request for appeal shall be filed in writing with the WRA director not less than five days after the WRA director's decision to deny confidential status to such information or data. The appeal request shall include a statement of the basis upon which the request for confidential status is made, as well as the appealing party's interest in the information or data sought to be kept confidential. The WRA director may request additional information from the appealing party.

2. Based upon the information provided by the appealing party, the WRA director shall make a determination with respect to the confidentiality of the information or data at issue. The WRA director shall notify the parties, in writing, of the WRA director's decision within 7 days after receipt of the appeal.

3. If still aggrieved by the WRA director's determination on appeal, a party may file an action in Polk County district court, seeking a declaratory ruling with respect to the confidentiality of such documents, data and information, or seeking an injunction to prevent the disclosure of same.

4. During the pendency of an appeal to the WRA director, the documents, data or information at issue shall be kept confidential. However, if during the pendency of such appeal, a request for examination or copying of such documents, data or information is made of the WRA or its operating contractor pursuant to Iowa Code Chapter 22, the WRA or its operating contractor will notify the appealing party of such request for disclosure and will keep confidential the requested documents, data or information, pending action by the appealing party to defend its confidentiality request. In that notification, the appealing party requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County district court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such documents, data or information. If the appealing party fails to initiate suit within the time requested, the WRA director shall release the documents, data or informationat issue for public examination.

5. If during the pendency of such appeal, a lawsuit is initiated pursuant to Iowa Code Chapter 22 seeking the release of such documents, data or information, the appealing party shall take action to defend its confidentiality request in said lawsuit. If the appealing party fails to defend its confidentiality request in said suit, the WRA director shall release the documents, data or information at issue for public examination.

100.40 RESERVED

DIVISION 4. ENFORCEMENT OF INDUSTRIAL WASTEWATER REGULATIONS

100.41 PUBLIC NOTIFICATION OF SIGNIFICANT NONCOMPLIANCE.

The WRA will annually publish, in the largest daily newspaper published in the WRA community, a list of users who at any time during the previous 12 months were in significant noncompliance as defined in section 100.42 of this division.

100.42 SIGNIFICANT NONCOMPLIANCE.

1. Any violation of pretreatment requirements under this chapter (i.e. including but not limited to those relating to limits, sampling, analysis, reporting, meeting compliance schedules, and regulatory deadlines) is an instance of noncompliance for which the user is liable for enforcement, including penalties and injunctive relief. Instances of significant noncompliance are user violations which meet one or more of the following criteria:

A. Violations of wastewater discharge limits as follows:

(1) Chronic violations. Sixty-six percent or more of the measurements exceed the same daily maximum limit or the same average limit in a six-month period (any magnitude of exceedance).

(2) Technical review criteria (TRC) violations. Thirty-three percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than the TRC in a six-month period. (e.g., limit x TRC = the point at which a violation becomes a TRC violation). There are two groups of TRCs as follow:

Group I for conventional pollutants (BOD, TSS, FOG)	TRC = 1.4
Group II for all other pollutants	TRC = 1.2

(3) Any other violation of a wastewater discharge permit limit (average or daily maximum) that the WRA director believes has caused, alone or in combination with other discharges, interference, including slug loads, or pass through or which endangers the health of city, sanitary district, WRA or operating contractor personnel or the public.

(4) Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the WRA's exercise of its emergency authority to halt or prevent such a discharge.

B. Violations of compliance schedule milestones, contained in a wastewater discharge permit or enforcement order, for starting construction, completing construction, or attaining final compliance by 90 days or more after the schedule date.

C. Failure to provide reports for compliance schedules, self-monitoring data, or any other report required by the WRA within 45 days from the due date.

D. Failure to accurately report noncompliance.

E. Any other violation or group of violations, which may include a violation of Best Management Practices, that the WRA director considers to be significant.

2. When a user is in significant noncompliance, the WRA director is directed to:

A. Report the information to the Iowa Department of Natural Resources as part of the annual pretreatment performance summary of permitted user noncompliance.

B. Include the user in the annual public notification according to section 100.41 of this division.

C. Address significant noncompliance through appropriate enforcement actions or document in a timely manner the reasons for withholding enforcement.

100.43 ADMINISTRATIVE ACTIONS

1. The WRA director may issue a written notice to the user giving the specific nature of violations which shall include the frequency, magnitude and impact of the violation upon the POTW. The notice may also include the following:

A. An order requiring a plan of action for preventing reoccurrence of the violation.

B. An order requiring specific action for accomplishing remediation.

C. An order requiring the user to respond in writing within 30 days.

2. The WRA director is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the user responsible for any noncompliance. Such orders will include specific action to be taken by the user to correct noncompliance within a time period specified by the order.

3. The WRA director may issue enforceable orders or schedules to require compliance with pretreatment standards including appropriate interim limits. Such orders and schedules may be incorporated as a revision to an existing wastewater discharge permit and shall not require the consent of the user.

100.44 ACTIONS AUTHORIZED

1. Where there has been noncompliance with any section of this chapter, the WRA director may request the WRA operating contractor's attorney, or the attorney retained by the WRA for that purpose, to bring an action in equity or at law to seek the issuance of a preliminary or permanent injunction, or both, or such other relief as may be appropriate, to compel the user's compliance with this chapter.

2. In addition to other remedies provided under this section or other sections of this chapter, in any action brought at the request of the WRA director to enforce this chapter, the WRA operating contractor's attorney or the attorney retained by the WRA is authorized to seek to recover all actual damages suffered by the city, sanitary district, or the WRA, including all actual damages and losses related to costs of repair and remediation of the POTW, costs of investigation and administration reasonably related to any particular violation and attorneys' fees.

100.45 CIVIL PENALTIES

1. Each violation of any section of this chapter or of a permit issued under this chapter is declared to be a municipal infraction. Each day that a violation of a section of this chapter continues, and each day that a violation of a permit issued under this chapter continues, shall be considered a separate municipal infraction.

2. Any person who knowingly makes a false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this chapter or a wastewater discharge permit, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this chapter, commits a municipal infraction punishable by a civil penalty as provided in subsection 4 hereof.

3. Any person who fails to perform an act required by the provisions of this chapter, or who commits an act prohibited by the provisions of this chapter, commits an environmental violation and shall be guilty of a municipal infraction, punishable by a civil penalty. Violation of a pretreatment standard or requirement referred to in 40 CFR 403.8 is an environmental violation punishable by a civil penalty as hereafter provided in subsection 4 hereof.

4. Whenever in this division any act is prohibited and is declared to be a municipal infraction or whenever in in this division the doing of any act is required and the failure to do that act is declared to be a municipal infraction, the violation of any such provision shall be punishable by a civil penalty of not more than $750.00 for each violation or, if the infraction is a repeat offense, $1,000.00 for each repeat offense. However, a municipal infraction which is classified as an environmental violation or which arises from noncompliance with a pretreatment standard or requirement referred to in 40 CFR 403.8, by an industrial user may be punishable by a civil penalty of not more than $1,000 for each day a violation exists or continues. Each day a violation of a provision of this division continues shall be considered a separate of a provision of this division continues shall be considered a separate municipal infraction.

100.46 PERFORMANCE BONDS.

The WRA director may decline to reissue a permit to any user who has failed to comply with this chapter or any order or previous permit issued under this chapter unless such user first files a satisfactory bond payable to the WRA in a sum not to exceed the value determined by the WRA director to be necessary to achieve compliance giving due consideration to the number and magnitude of previous violations, potential need for remediation and stating the reasons which support the amount of bond in a written order directed to the user, but in no case shall the bond be required to be greater than $100,000.00. The user shall use a bond form prescribed by the WRA.

100.47 REVOCATION OF DISCHARGE PERMIT; TERMINATION OF SEWER SERVICE.

1. *Grounds for revocation of discharge permit and/or for termination of sewer service.* Any user who violates this chapter, any condition of its wastewater discharge

permit, or any of the following is subject to having its discharge permit revoked and/or its sewer service terminated in accordance with the procedures of this section:

A. Failure to accurately report the wastewater constituents and characteristics of its discharge.

B. Failure of the user to report substantial changes in process activity or in volume or character of pollutants being discharged into the POTW at least 90 days prior to such change.

C. Tampering with monitoring equipment.

D. Refusal to allow reasonable access by WRA or operating contractor personnel to the user's premises for the purpose of inspection, monitoring, or sampling.

E. Violation of permit conditions.

F. Failure to report an upset, failure, or bypass of the user's pretreatment facilities.

G. Failure to pay fines, fees, or sewer user charges.

H. Failure to follow enforcement orders or compliance schedules.

I. Failure to correct a condition that impedes or alters the WRA's ability to monitor the user's discharge or has the potential to cause interference or pass through.

J. Failure to obtain a wastewater discharge permit as required by this chapter after notification by the WRA director that such permit is required.

2. *Procedure for revocation of discharge permit and for termination of sewer service.* The procedure for revocation of a discharge permit and termination of sewer service shall be as follows:

A. Any permit issued to a user pursuant to this chapter may be revoked, and sewer service terminated, by written order of the WRA director, specifying the grounds for such revocation and termination as outlined in subsection 1 of this section, which order shall not take effect until hearing thereon as hereafter provided. Upon determining that grounds exist for an order to revoke a user's discharge permit and terminate sewer service, the WRA director shall cause a notice of hearing to be prepared, specifying the violations of subsection 1 of this section which are deemed to have occurred, and the time, date and place that such hearing will be held. The notice shall be sent to the user by regular mail addressed to the user's address listed on the wastewater discharge permit a minimum of ten days prior to the date set for hearing, and shall be deemed delivered when placed in the mail.

B. Sewer service may be terminated by written order of the WRA director, specifying the grounds for such revocation and termination as outlined in subsection 1.J of this section, which order shall not take effect until hearing thereon as hereafter provided. Upon determining that grounds exist for an order to terminate sewer service, the WRA director shall cause a notice of hearing to be prepared, specifying the violation of subsection 1.J of this section which is deemed to have occurred, and the time, date and place that such hearing will be held. The notice shall be sent to the user by regular mail addressed to the user's

address a minimum of ten days prior to the date set for hearing, and shall be deemed delivered when placed in the mail.

C. If after such a hearing the WRA director makes a finding based on substantial evidence that violations under subsection 1 of this section have occurred as alleged, the director may issue an order immediately revoking the permit, if a permit had previously been issued, and terminating sewer service to the user's premises. The determination to revoke such permit and terminate service, shall be in the discretion of WRA director and shall be dependent upon the circumstances surrounding the user's violations of subsection 1 of this section and the severity of those violations. If the user does not appear for the hearing, the WRA director shall issue the order revoking the discharge permit and/or terminating sewer service, which shall take effect immediately.

D. The decision and order of the WRA director to revoke the permit of a user may be appealed to the WRA appeal committee. Such appeal request shall be in writing, shall include the grounds for appeal including any factual findings which are disputed, and shall be delivered to WRA not less than 10 days after the director's entry of the order of revocation of permit and/or termination of sewer service. Such appeal request shall be considered delivered when placed in the mail, return receipt requested, addressed to:

WRA Appeal Committee
%Des Moines Metropolitan Wastewater Reclamation Authority
3000 Vandalia Road
Des Moines, Iowa 50317

The chair of the appeal committee shall schedule the appeal and shall cause notice of the time, date and place of the hearing to be mailed to the appealing user. Such appeal shall be decided by majority vote of the appeal committee. If the appeal committee affirms the order of the WRA director revoking the permit and/or terminating sewer service, the appeal committee shall so state and order in its written decision.

E. A user whose permit has been revoked shall not be eligible for another permit until 30 days after the violating conditions have been corrected to the satisfaction of the WRA director.

F. Upon determination by the WRA director that the user's sewer service connection to the POTW be terminated, the director's written order shall be sent to the city public works department, city building official, or sanitary district who shall cause the user's connection to the sewer to be severed or plugged. The manner of severance and procedure for disconnection shall be determined by the city public works department or sanitary district. Upon completion of the disconnection, the city public works department or sanitary district shall certify to the WRA director the city's or sanitary district’s cost to disconnect the user's sewer service. Upon receipt of such certification of costs, the WRA director shall forward to the user whose service was disconnected by registered mail return

receipt requested, certified mail, or personal service a bill for the cost of making the disconnection, including all costs for labor and materials, and a service charge of $100.00 for WRA supervision.

G. Any building at which sewer service is disconnected as herein provided shall be inspected by the city building official and if appropriate shall be red-tagged as unfit for human occupancy.

100.48 RESERVED.

100.49 REINSTATEMENT OF SERVICE.

If service is severed pursuant to this division, the service may be reinstated in the following manner:

1. Upon payment to the WRA of any delinquency in full, supervision fee of $100.00, and an inspection by the WRA director to determine whether the original cause for termination has been corrected, the WRA will issue a permit for reconnection of the building service line to the POTW. Such reconnection costs, plus inspection fees for the city or sanitary district in accordance with this Code, shall be at the sole expense of the user.

2. Upon reconnection and payment of all costs described in subsection (1) of this section, the city or sanitary district, through its agents, shall remove the red tag from the building, and the building shall, so far as the city or sanitary district is concerned, be fit for human occupancy.

100.50 EMERGENCY DISCONNECTION OF SERVICE.

1. *Conditions for immediate disconnection of service.* The WRA director may, after informal notice, suspend the wastewater discharge permit of, and sewer service to, a user whenever such suspension is necessary in order to stop an actual or threatened discharge presenting or causing an imminent or substantial endangerment to the health or welfare of persons, the POTW, or the environment.

2. *Procedure for immediate disconnection.* The procedure for immediate disconnection shall be as follows:

A. When the WRA director determines that a discharge as described in subsection 1 of this section exists, an oral order shall be issued, followed immediately by a written order, to the user stating the problem and requiring immediate cessation of the discharge. A user orally notified of a suspension of its wastewater permit or sewer service shall immediately stop or eliminate all discharges. If a user fails to immediately and voluntarily comply with the suspension order, the WRA director shall take immediate action to eliminate the discharge, including disconnection from the POTW. Methods of informal notice to a user shall include but not be limited to any of the following: personal conversations between user and personnel or the WRA or its operating contractor, telephone calls, letters, hand-delivered messages or notices posted at the user's premises or point of discharge.

B. A user responsible, in whole or in part, for imminent endangerment shall submit to the WRA director, prior to the hearing described in subsection 100.47.2 of this division, a detailed written report describing the causes of the endangerment and the measures taken to prevent any future occurrence.

100.51 ELIMINATION OF DISCHARGE; REINSTATEMENT OF PERMIT.

A user notified by the WRA director of revocation of its discharge permit and/or disconnection of its sewer service under section 100.47 or 100.50 of this division shall immediately cease discharging wastewater to the POTW. If the user fails to comply voluntarily with the revocation and/or disconnection order, the city or sanitary district shall take such steps as are deemed necessary by the WRA, including immediate severance of the sewer connection. The WRA director shall reinstate the wastewater discharge permit or the sewer service upon proof of the elimination of the non-complying discharge.

100.52 ADDITIONAL REMEDIES.

1. In addition to remedies available to the WRA set forth elsewhere in this chapter, if the WRA is fined by the Iowa department of natural resources or the U.S. Environmental Protection Agency for violations of the National Pollutant Discharge Elimination System permit for the WRF, or for violations of water quality standards as the result of a discharge of pollutants by an identifiable user, the fine, and all legal, sampling, analytical testing costs and any other related costs, shall be charged to the responsible user. Such charge shall be in addition to any other remedies the WRA may have under this chapter at law or in equity.
2. If the discharge from any user results in a deposit, obstruction, damage or other impairment to the POTW, the user shall become liable to the city or sanitary district and/or the WRA for any expense, loss, or damage caused by the violations or discharge. The WRA may add to the user's charges and fees the costs incurred by the WRA and by the city or sanitary district for any cleaning, repair, or replacement work caused by the violations or discharge.
3. The remedies provided in this chapter shall not be exclusive, and the WRA may seek whatever other remedies are authorized by statute, at law or in equity against any persons violating this chapter.
4. In addition to any other remedies provided in this chapter, the city or the sanitary district and/or the WRA may initiate an action, either in law or in equity, to obtain an injunction against further violations of this chapter and for judgment for all costs incurred by the city, sanitary district and/or the WRA occasioned by the user's violation of any requirements of this chapter.

100.53 NOTICES TO THE WRA, THE WRA BOARD, THE WRA DIRECTOR OR THE WRA STEERING COMMITTEE.

Notices which are required to be given or which may be given to the WRA, the WRA board, the WRA director or the WRA appeal committee, as provided in this chapter, shall be mailed to such entity, body or person at the following address:

Des Moines Metropolitan Wastewater Reclamation Authority
Des Moines Wastewater Reclamation Facility
3000 Vandalia Road
Des Moines, Iowa 50317

100.54 RESERVED.

DIVISION 5. REGULATION OF FAT, OIL AND GREASE DISCHARGE BY FOOD SERVICE ESTABLISHMENTS.

100.55 PURPOSE

The purpose of this section shall be to aid in the prevention of sanitary sewer blockages and obstructions from contribution and accumulation of fat, oil, and grease (FOG) into the POTW. Such discharges from commercial kitchens, restaurants, food processing facilities and all other establishments, where fat, oil, and grease of vegetable or animal origin are discharged directly or indirectly into the POTW, can contribute to line blockages and/or spills in violation of Title 40, Code of Federal Regulations 40 CFR, Part 403.

100.56 DEFINITIONS.

The definitions found in section 100.01 shall apply to the provisions of this division, provided however that the following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Best management practices" or "BMPs" means and includes schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. For purposes of this division, "best management practices" include procedures and practices that reduce the discharge of FOG to the building sewer, to the city sanitary sewer system and to the POTW.
2. "Design liquid depth" means the maximum depth of liquid when the tank is filled with water.
3. "Effective date" means the date set forth in section 100.57 upon which the regulatory provisions of this division take effect.
4. "Food Service Establishment" or "FSE" means an operation or enterprise that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption. Such facilities may include, but are not limited to, those that process meat or other food ingredients as an intermediate step or for final human consumption, food service operations in a summer camp, residential substance abuse treatment facility,

halfway house, correctional facility, school, restaurant, commercial kitchen, caterer, church, hotel, bars, hospital, prison, care institution or similar facility.

5. "Grease interceptor" means a tank that serves one or more fixtures and is remotely located. Grease interceptors include, but are not limited to, tanks that capture wastewater from dishwashers, garbage disposals, floor drains, pot and pan sinks and trenches as allowed by local plumbing codes. For purposes of this ordinance, a grease interceptor is a multi-compartment tank located underground outside of a building that reduces the amount of FOG in wastewater prior to its discharge into the POTW.

6. "Grease trap" means a device designed to retain grease from one to a maximum of four fixtures. Not all grease traps are approved by the manufacturer for use on heated water (e.g., dishwasher) or in-line to a waste disposal unit (e.g., garbage disposal and grinders). For purposes of this ordinance, a grease trap is a small device located within a building.

7. "Minimum design capability" means the design features of a grease interceptor and its ability or volume required to effectively intercept and retain greases from grease-laden wastewaters discharged to the POTW.

8. "Non-routine inspection" means an impromptu, unscheduled inspection of an FSE made without prior notification or arrangement.

9. "Routine inspection" means an inspection of an FSE which is scheduled in advance or according to a pre-arranged schedule.

10. "User" as used in this division has the same meaning as the definition in section 100.01, but also includes persons who discharge wastewater to the POTW from mobile sources, such as mobile food vendors.

100.57 EFFECTIVE DATE OF FOG REGULATIONS.

The provisions of this division shall be effective upon passage by the City Council and publication.

100.58 GREASE INTERCEPTOR INSTALLATION REQUIRED AND EFFECTIVE DATE.

The owner of a building or facility in which as FSE is located, and the owner or operator of an FSE shall be required to install an approved grease interceptor, and to thereafter operate and maintain same as provided in this division.

100.59 EXEMPTION FROM GREASE INTERCEPTOR INSTALLATION REQUIREMENT FOR EXISTING FACILITIES.

The requirements of section 100.58 shall not apply to that portion of a building or facility within which an FSE is in existence on the effective date if:

1. The FSE has an existing grease interceptor or grease trap in place as of the effective date and provided that (1) the owner or occupant of the FSE continues to use the interceptor or trap, (2) the interceptor or trap is of sufficient capacity and design, and (3)

the interceptor or trap is operated and maintained so as to comply with FOG discharge limits; and

2. Any repair, remodeling or renovation of the wastewater plumbing system in the existing FSE involves only (1) the repair of leaks or the clearing of stoppages in drains, soil, waste or vent piping, or (2) the removal and reinstallation of a sink, toilet or hot water heater; provided that such work does not involve replacement, rearrangement or moving of wastewater pipes floor sinks, drainage fixtures or grease traps; and

3. None of the following conditions are present:

A. A building or facility exists on the effective date and is thereafter expanded or renovated, or a portion thereof, to include an FSE where such FSE did not previously exist; or

B. An FSE exists on the effective date within a building or facility, or portion of a building or facility, and application is thereafter made for a building permit(s) for such building or facility with valuation of $50,000 or more within a twelve (12) month period; or

C. A building or facility, or portion thereof, that contained an FSE on the effective date but in which an FSE ceases to operate for one year or more, as determined by Iowa Department of Inspections & Appeals, Food and Consumer Safety Bureau records.

100.60 COMPLIANCE PROCEDURES.

1. After the effective date, any permitted construction under section 100.58 shall be deemed compliant upon issuance of a certificate of compliance or certificate of occupancy for such construction by the city building official or designee.

2. An FSE shall be deemed compliant, unless the WRA director or local building official or designee determines that an existing grease trap or grease interceptor is incapable of adequately retaining FOG. In such cases, the Director may order the FSE to install an adequate grease interceptor within a specified time period if:

A. the FSE is found to contribute FOG in quantities above FOG discharge limits; or

B. the FSE discharges necessitate increased maintenance on the publicly owned treatment works (POTW) in order to keep stoppages from occurring therein; or

C. the FSE's discharge to the POTW is at anytime determined to exceed four hundred (400) mg/l total FOG.

3. An order directing an existing FSE or the owner or operator of the FSE or the owner of the building or facility in which the FSE is located to install a grease interceptor shall be in writing from the WRA Director in the form of a notice of violation including a corrective action order, as provided in section 100.67 of this division.

4. FSEs or owners of buildings or facilities within which an FSE is located which are unable to install or replace a grease interceptor due to exceptional physical constraints or economic hardship may appeal to the WRA director for approval of an alternative grease control technology by requesting a hearing in accordance with the provisions of this division. Such requests shall be submitted in writing and shall include detailed

descriptions of the FSE's physical or financial constraints and the alternative grease control technology which it proposes to install and utilize.

A. In order to demonstrate exceptional economic hardship, the owner or operator of the FSE shall submit to the WRA director balance sheets and profit and loss statements for FSE for the preceding three (3) years. A new FSE shall submit profit/loss projections or a detailed business plan with projections for twenty-four (24) months. Each request shall be evaluated on a case-by-case basis.

B. Notwithstanding approval of alternative grease control technology, when the WRA director determines that such alternative is not performing adequately, the FSE or owner of the building or facility in which the FSE is located shall be required to take additional grease control measures, which may include the installation of a grease interceptor.

C. In order to demonstrate exceptional physical site constraints preventing the installation of a grease interceptor, the owner or operator of the FSE or owner of the building or facility in which the FSE is located shall submit to the WRA director documentation and plats showing the location of city sanitary sewer and any private easements in relation to the building sewer for the building housing the FSE, and showing available space inside or outside the building and drawings of existing plumbing at or in a site that uses common plumbing for all services at that site.

D. An FSE that is given an exemption from installing a properly sized grease interceptor is prohibited from installing or using a dishwasher or garbage disposal without approval of the director and must comply with the conditions of such approval, if any.

100.61 INSTALLATION OF GREASE INTERCEPTORS AND GREASE TRAPS

Grease interceptors and grease traps, when required, shall be installed as follows:

1. Grease interceptors and grease traps shall be installed at the expense of the owner or operator of the FSE or owner of the building or facility in which the FSE is located which is contributing wastewater to the POTW.

2. All wastewater streams containing FOG or reasonably likely to contain FOG within FSEs or other FOG generating operations shall be directed into one or more appropriately sized grease interceptor before discharge to the POTW. Grease interceptors shall be either sized by adding the peak design flow rates for all fixtures leading to the grease interceptor and allowing a minimum retention time of thirty (30) minutes or as follows:

Grease Interceptor Sizing

1. Peak meals per hour
   a. Seating capacity of FSE _____
   b. Occupancy of FSE _____ *
   c. Seating or occupancy x meal factor of 1.3 (45-minute meal) or 1.0 (intermittent-use FSEs) = Peak meals per hour

* Church: include all area(s) used for meal service

* Assisted Living / nursing facility: equal to maximum number of residents (per State license)

2. Waste flow rate, gallons of flow
   a. Commercial, equipped kitchen with dishwasher & one garbage disposal* 7
   b. Commercial, equipped kitchen with dishwasher, no garbage disposal 6
   c. Commercial, equipped kitchen with no dishwasher, one garbage disposal* 6
   d. Commercial, equipped kitchen with no dishwasher, no garbage disposal 5
   e. Single service kitchen** 2

* Each additional garbage disposal, add one (1) gallon

** Single service kitchen = no garbage disposal, no dishwasher and all service is single use

3. Retention time, hours
   a. Commercial kitchen 2.5
   b. Single service kitchen 1.5
4. Storage factor
   a. Commercial Kitchen up to 8 hours of operation 1
   b. Commercial kitchen up to 12 hours of operation 1.5
   c. Commercial kitchen up to 16 hours of operation 2
   d. Commercial kitchen up to 20 hours of operation 2.5
   e. Commercial kitchen up to 24 hours of operation 3
   f. Single service kitchen 1.5

Peak Meals per Hour	**X**	Waste Flow Rate	**X**	Retention Time	**X**	Storage Factor	=	Calculated Interceptor Size

3. Concrete grease interceptors whether precast or poured in place, shall be designed and manufactured in accordance with ASTM C 1613-08 Standard Specification for Precast Concrete Grease Interceptor Tanks or IAPMO/ANSI Z1001 Grease Interceptors and shall be installed in accordance with the codes adopted by the jurisdiction in which the FSE is located. Where no code is adopted, the construction and installation shall be in accordance with the Iowa State Plumbing Code and this division. Grease interceptors using materials other than concrete require approval by the director, and shall comply with the conditions of such approval, if any.

4. The building official or other designated official of the governmental subdivision within which the FSE is located shall inspect each grease interceptor installation made pursuant to this division, shall review all relevant information regarding the rated performance of the grease interceptor, and the building plan and facility site plan for the building and site where the grease interceptor has been installed, and shall approve such

grease interceptor installation upon determination that the grease interceptor meets all applicable standards and requirements.

5. Grease interceptors shall have a minimum capacity of one thousand (1000) gallons and shall not exceed five thousand (5000) gallons for a single unit. Where a capacity greater than five thousand (5000) gallons is required, several smaller units shall be installed in series, however the capacity shall not exceed ten thousand (10,000) gallons for any single series of interceptors without approval of the director.

6. Grease interceptors shall be installed outside the building housing the FSE and below surface grade, and shall have access manholes, with a minimum diameter of twenty-four (24) inches, over each chamber and sanitary tee. Access manholes shall extend from the grease interceptor to at least the finished surface grade and be designed and maintained to prevent storm or surface water inflow and groundwater infiltration. The manholes shall also have readily removable covers to facilitate inspection and grease removal.

7. Sewer lines which are not grease laden, which are not likely to contain FOG, or which contain sanitary wastes shall not be connected to a grease interceptor.

8. Grease interceptors shall be equipped with an accessible discharge sampling port with a minimum six (6) inch diameter, which shall extend from the grease interceptor to at least the finished surface grade.

9. Where grease interceptors are shared by more than one FSE, the building owner shall be the responsible party for record keeping and cleaning of the interceptor.

100.62 OPERATION, MAINTENANCE AND CLEANING OF GREASE INTERCEPTORS AND GREASE TRAPS AND GREASE HAULER CERTIFICATION

1. The owner or operator of an FSE which is required to pass wastewater through a grease interceptor or trap shall operate and maintain the grease interceptor or trap so that wastewater exiting the grease interceptor or trap shall not exceed four hundred (400) milligrams per liter of FOG.

2. The owner or operator of the FSE shall cause the grease interceptor or trap to be cleaned as hereinafter required when FOG and solids reach 25% of the design liquid level of the grease interceptor or trap, or sooner if necessary, to prevent carry over of FOG from the grease interceptor or trap into the city sanitary sewer system. Interceptors and traps shall be cleaned at three (3) month intervals or less. A longer cleaning interval must be approved by the WRA Director. If the owner or operator of the FSE, or an employee of the owner or operator, has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps, such person or persons may clean the grease trap in the facility included in such grease hauler's certification Failure to adequately clean the grease trap, properly dispose of all grease trap waste, or maintain clean out records and measurements may result in revocation of a grease hauler certification pursuant to Sec. 100.86. Alternatively, the owner or operator of an FSE may employ a waste hauler licensed by the WRA pursuant to division 6 of chapter III of this chapter to clean the grease interceptor or trap, provided that the waste hauler personnel performing the cleaning has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps.

3. Any person who cleans a grease interceptor or trap shall do so in accordance with the following procedures and requirements. The person cleaning the grease interceptor or trap shall:

A. Completely empty and remove the contents (liquids and sludge) of all vaults of the grease interceptor or trap, and remove the grease mat and scrapings from the interior walls. As part of each cleaning of a grease interceptor or trap, the owner or operator of the FSE, or the licensed waste hauler employed by the FSE owner or operator, shall perform the following maintenance activities:

(1) Check that the sanitary "tees" on the inlet and outlet sides of the grease interceptor are not obstructed, loose, or missing.

(2) Verify that the baffle is secure and in place.

(3) Inspect the grease interceptor or trap for any cracks or other defects.

(4) Check that lids are securely and properly seated after completion of cleaning.

B. Not deposit waste and wastewater removed from a grease interceptor/trap back into the grease interceptor/trap from which the waste or wastewater was removed or into any other grease interceptor/trap, for the purpose of reducing the volume of waste and wastewater to be disposed of.

C. Not introduce enzymes, emulsifying chemicals, hot water or other agents into a grease interceptor or trap to dissolve or emulsify grease or as a grease abatement method. Introduction of bacteria as a grease degradation agent is permitted with prior written approval by the WRA director.

D. Dispose of waste and wastewater removed from a grease interceptor or trap at the WRF or at a facility approved for disposal of such waste by the WRA director. Waste and wastewater removed from a grease interceptor or trap shall not be discharged to any private sanitary or storm sewer or to the city sanitary or storm sewer system. The waste hauler shall provide a copy of the disposal receipt for all waste and wastewater removed from a grease interceptor or trap to the owner or operator of the FSE.

E. Not use an automatic grease removal system to clean a grease interceptor without prior written approval of the WRA director, and if, the use of an automatic grease removal system is approved, shall operate same in a manner that the grease wastewater discharge limit, as measured from the system's outlet, is consistently achieved.

4. The WRA director may make exceptions to the above requirements, or may approve alternative operational requirements or cleaning and maintenance methods, provided that such exceptions or approvals shall be made in writing by the WRA director.

5. The WRA Director may issue a grease hauler certification upon satisfactory completion of the course of training offered by the WRA on the proper maintenance and cleaning of grease interceptors and traps, disposal procedures and record keeping. Such certification shall be for a period of 5 years and shall be in effect for the person receiving such training and for the FSE site for which such person is the owner, operator or employee thereof.

100.63 RECORDS AND RECORD KEEPING.

1. Required Records. The owner or operator of an FSE which is required to pass wastewater through a grease interceptor or trap shall maintain a written record of grease interceptor or trap maintenance, including a log showing the dates upon which the grease

interceptor or trap was inspected and the estimated amount of FOG present in the grease interceptor or trap at each inspection, the date upon which waste and wastewater was removed from the grease interceptor or trap and disposed of, and the location and means of such disposal of waste and wastewater, and the name and employer or the person or persons performing each of said tasks. The log shall further include a record of the placement of any approved or unapproved additive into the grease interceptor, grease trap or building sewer on a constant, regular or scheduled basis, including the type and amount of additive placed on each such occasion. Only additives approved by the WRA director pursuant to section 100.62.C.3 may be used in a grease interceptor.

2. Record Keeping. The log shall at all times be kept and maintained on a day-to-day basis, so as to show a record of waste and wastewater removal, waste and wastewater disposal and approved additive placement for a continuous period of three (3) years. All such records shall be kept secure at the premises of the FSE for a continuous period of three years and shall be made available for non-routine inspection by the city, the sanitary district, the WRA and its operating contractor, or the employees and agents of any of them at any time during normal business hours.

100.64 INSPECTION OF GREASE INTERCEPTORS AND RELATED SEWERS AND EQUIPMENT

The owner or operator of an FSE shall:

1. Provide, operate and maintain, at its expense, safe and accessible monitoring facilities (such as a suitable manhole), and shall make such monitoring facilities available for inspection, and for sampling and flow measurement of the building sewer or internal drainage systems. There shall be ample room in or near such monitoring facility to allow accurate sampling and preparation of samples for analysis.

2. Shall allow personnel authorized by the WRA director or by the city building official or designee, bearing proper credentials and identification, to enter upon or into any building, facility or property housing an FSE at any reasonable time and without prior notification, for the purpose of inspection, observation, measurement, sampling, testing or record review, in accordance with this division.

3. Shall, upon request by the WRA director's authorized representative, open any grease interceptor or grease trap for the purpose of confirming that maintenance frequency is appropriate, that all necessary parts of the installation are in place including, but not limited to, baffles, and effluent tees, and that all grease interceptors, traps, and related equipment and piping is maintained in efficient operating condition.

4. Shall accommodate compliance inspections and sampling events by the authorized representatives of the WRA director or of the city building official. Staff may conduct routine inspections and sampling events of any food service establishment. Non-routine inspection and sampling events shall occur more frequently when there is a history of non-compliance with this division and when blockages occur in the city's sanitary sewer system downstream of the FSE.

100.65 INSPECTION FEES.

The fees for inspection of an FSE shall be as provided in section 100.21 and shall be paid within thirty (30) days of the date of the invoice for such fees.

100.66 ENFORCEMENT.

The WRA director is authorized to enforce this division as hereinafter provided. The city building official or designee, or such other governmental official hereafter designated by the WRA, is also authorized to enforce this division.

100.67 NOTICE OF VIOLATION – ADMINISTRATIVE PENALTIES – CORRECTIVE ACTION ORDER.

1. The director, or such other designated officers or officials with enforcement authority as provided in section 100.66, are authorized to issue a notice of violation imposing an administrative penalty upon any person who fails to perform an act required by this division or who commits an act prohibited by this division. Such notice may include a corrective action order requiring the user to take one or more of the following corrective actions within thirty (30) days:
   A. Conform to best management practices;
   B. Submit copies of the grease interceptor or trap maintenance log;
   C. Develop, submit and implement a FOG compliance plan to be approved by the director or designated enforcement official; or
   D. Install a compliant grease interceptor.
2. The administrative penalty for such violations shall be as provided in the schedule of administrative penalties adopted by the city council by resolution.
3. Notice of violation, with the applicable penalty for such violation noted thereon, shall be issued to and served upon the violator. Service of the notice may be by regular mail or by delivery in person.
4. Penalties assessed pursuant to notice of violation shall be paid by the violator in full as directed in the notice within thirty (30) days of its issuance.
5. The administrative penalties set out in the schedule of administrative penalties shall be charged in lieu of the fines and penalties provided for in section 100.68, unless the violator refuses to correct the violation and pay the scheduled administrative penalty, or the WRA director determines that immediate enforcement action by misdemeanor or municipal infraction prosecution is, in view of the particular circumstances of the case, necessary to achieve compliance with the requirements of this chapter. A record of all violations, administrative penalties charged or other enforcement actions taken shall be maintained by the WRA for a period of three years.

100.68 PENALTIES.

1. Any person who fails to perform an act required by this division or who commits an act prohibited by this division shall be guilty of a misdemeanor punishable by fine or imprisonment or shall be guilty of a municipal infraction punishable by a civil penalty.

2. Any person who fails to comply with a pretreatment standard applicable to an FSE shall be guilty of a municipal infraction punishable by a civil penalty of not more than one thousand dollars for each day the violation exists or continues, as provided by section 364.22 or 331.307 of the Iowa Code.

3. When enforcement is sought through a municipal infraction proceeding, the director, or such other designated officers or officials with enforcement authority as provided in section 100.66, may enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with the user responsible for noncompliance. Such orders will include specific action to be taken by the user to correct the noncompliance within a time period specified by the order.

100.69 ORDER TO CEASE OPERATION OF FSE

1. Where a violation of this division has not been timely corrected, and results in or threatens interference or pass through as herein defined, the WRA director, or such other designated officers or officials with enforcement authority as provided in section 100.66, shall have the authority to issue an order in writing to the owner or operator of the FSE, ordering such person or persons to cease and desist from further operation of the FSE and from further discharge of wastewater to the sanitary sewer system. The order shall be delivered by personal service unless the owner or operator cannot be found within the city or sanitary district, in which event notice shall be by ordinary mail addressed to the owner's or operator's last known address and by posting a copy of the notice in a conspicuous place upon the premises of the FSE.

2. Operation of the FSE shall cease on the date stated in the order and shall not recommence without the prior written approval of the WRA director.

3. The applicant may make a written request to the director for a reconsideration and hearing on the cease and desist order within ten (10) days from the issuance of the order, provided, however, that operation of the FSE shall cease pending the outcome of the hearing.

4. The owner's or operator's request for hearing shall identify the appealing party, include the address of the person requesting the hearing and to which all further notices shall be mailed or served, and shall state the basis for the appeal.

5. The hearing shall be scheduled to be held as soon as practicable and no later than fourteen (14) days after the request for hearing was filed with the WRA director. The person requesting the hearing shall be notified in writing or by telephone of the date and place of such hearing at least three (3) days in advance thereof. At such hearing the director and the person requesting the hearing may be represented by counsel, examine witnesses, and present evidence as necessary.

6. The determination by the director or by that the violation occurred shall be considered a final administrative decision, unless appealed to the WRA.

100.70 APPEAL OF CORRECTIVE ACTION ORDER OR CEASE AND DESIST ORDER.

1. Any person aggrieved by a corrective action order or a cease and desist order issued by the WRA director or by such other designated officers or officials with enforcement authority as provided in section 100.66, may, file an appeal and request a ruling that such order be modified or rescinded.

2. Such appeal request shall be in writing, shall include the grounds for appeal including any factual findings which are disputed, and shall be delivered to the WRA within ten (10) days after the WRA director's issuance of the order. Such appeal request shall be considered delivered when placed in the mail, return receipt requested, addressed to:

WRA Appeal Committee
Des Moines Metropolitan Wastewater Reclamation Authority
3000 Vandalia Road
Des Moines, Iowa 50317

3. The chair of the appeal committee shall schedule the appeal and shall cause notice of the time, date and place of the hearing to be mailed to the appealing party. Such appeal shall be decided by majority vote of the appeal committee. The appeal committee may affirm, modify or rescind the order of the director and shall so state and order in its written decision.

100.71 ADDITIONAL REMEDIES.

The WRA or the city or the sanitary district is not precluded from seeking alternative relief from the court, including an order for abatement or injunctive relief or for recovery of investigational or remedial costs resulting from a non-complying discharge, in the event that the WRA or the city files a misdemeanor citation, notice of administrative penalty, and/or files a municipal infraction for the same violation of this division.

100.72 RESERVED.

DIVISION 6. REGULATION OF HAULED WASTE

100.73 DEFINITIONS

The definitions found in sections 100.01 and 100.56 shall apply to the provisions of this division, provided however that the following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. “Vehicle” means a commercial device equipped with a tank and used to remove or transport waste.

2. “Waste” means human excreta, water, scum, sludge, septage, FOG, food waste or grease solids, and non-hazardous industrial wastewaters and solids removed from public

and private wastewater disposal systems, holding tanks, impervious vaults, portable or chemical toilets, or from devices used to trap grease resulting from food preparation. *Waste* also means liquid wastes resulting from spill clean-up.

100.74 LICENSE.

No waste hauler shall remove waste from within the city or sanitary district or shall dispose of waste, whether from a source inside or outside the city or sanitary district, into the POTW without first obtaining a waste hauler license from the WRA, with the following exceptions:

1. WRA participating communities that operate vehicles to remove waste from their sewer systems.
2. Waste haulers hired by WRA participating communities to remove waste from their sewer systems and which bring no other wastes to the WRF.
3. Waste haulers utilized by industrial users issued a wastewater discharge permit by the WRA.
4. Waste haulers granted temporary authorization by the WRA director in order to deal with an emergency.

100.75 ISSUANCE OF LICENSE

The waste hauler's license shall be issued by the WRA director upon written application that shall consist of the following minimum requirements:

1. *Inspection.* The WRA director, upon application, shall inspect the trucks, hoses, valves, and associated equipment of the applicant for a waste hauler's license and determine if they meet the minimum qualifications for complying with the conditions of this division.
2. *License fee and bond.* An application shall require the payment of a fee of $60.00 for each vehicle used by the applicant and the posting of a bond with reasonable surety in the penal sum of $10,000.00 for the faithful compliance with this division, including prompt payment of fees, fines and damages. WRA participating communities that contract with waste haulers in order to clean and rehabilitate storm and sanitary sewers owned by the community or that own and operate waste hauling vehicles may provide proof of self-insurance or provide a letter guaranteeing payment of up to $10,000.00 in lieu of providing a surety bond.
3. *Renewal.* A waste hauler license shall expire on June 30 next after its issuance. The renewal application must be made in the same manner as the initial application and must be received by the director 30 days prior to expiration. Failure to apply 30 days prior to expiration may result in an interruption in the license and the privileges of such license.
4. *Transferability.* Waste hauler licenses are not transferable.

100.76 STANDARDS FOR VEHICLES AND EQUIPMENT.

As to all vehicles and equipment used by a waste hauler, the licensee shall:

1. Prevent waste and wastewater from leaking, spilling, or discharging onto roads or rights-of-way.
2. Ensure proper construction and repair of the equipment to allow cleaning.
3. Maintain vehicles and equipment in an essentially rust free and sanitary condition and appearance.
4. Display the business name as it appears on the waste hauler license in three-inch or larger letters on the left and right sides of the vehicle.

100.77 DISPOSAL.

Hauled waste shall only be disposed at the WRF at the designated disposal station or as authorized by the Iowa Department of Natural Resources for land application. Waste haulers shall maintain the WRF designated disposal location in a clean and orderly condition to avoid noxious odors and unsanitary conditions. Hours of operation at the WRF disposal station shall be set by the WRA director. In the event of emergency situations, special arrangements between the waste hauler and the WRA director regarding disposal at an alternative disposal site shall be allowed to permit response to such emergency. Any violation of an Iowa Department of Natural Resources rule or regulation for land disposal of hauled wastes by a waste hauler shall be grounds for rejection of a hauled waste load in section 100.81 by such waste hauler or shall be grounds for denial, suspension and revocation of such waste hauler's license in section 100.86.

100.78 IDENTIFICATION OF SOURCE.

Waste haulers must document the nature and origin of wastes collected and the site and method of disposal for wastes that are removed from any locations or are delivered to the WRF. Such information shall be provided on a manifest form provided by the WRA director. The manifest shall also include: (i) the name, address and phone number of the waste generator, (ii) the type of waste collected, (iii) the approximate volume of the load, (iv) any other information consistent with identification and tracking of wastes. The WRA director or his or her designee shall have the right to verify all information required by this section, including the right to measure, sample and analyze any waste regulated by this division. The waste hauler shall obtain approval from the WRA director or his or her designee prior to loading wastes originating from an industrial/commercial source unless prior approval is on record with the WRA.

100.79 MIXING WASTES.

1. For the purposes of this division, wastes from residential and nonresidential sources shall not be mixed. Wastes from an industrial/commercial source shall not be mixed with wastes of any type from another location. Portable toilet and FSE grease trap wastes may be mixed with similar wastes from different locations. Residential wastes from several sources may be mixed as long as each source is identified.
2. Any tanks or equipment used for hauling waste to the WRF shall not be used for hauling hazardous wastes or hazardous substances, as defined in Iowa Code §567.1 et seq., chapter 131 of the Iowa Administrative Code and in 40 CFR 261, or other wastes detrimental to the WRF.

100.80 STANDARDS OF DISPOSAL AT WRF.

Under this division, disposal of wastes at the WRF shall be carried out in accordance with pretreatment standards and requirements established by federal, state, county and city governments including categorical standards developed for the waste generator's industrial category. The WRA director may reject wastes from waste haulers who do not comply with this section or with any other section of this division. Waste haulers shall not deliver wastes to the WRF, or to any other disposal location approved by the WRA director which are:

1. Prohibited by section 100.11 or exceed the limits found in subsection 100.12.3.D, sections 100.13 and 100.14 of this chapter.
2. Hazardous wastes or hazardous substances as defined in 40 CFR Part 261 or 567 I.A.C., Chapter 131.
3. Originate from mineral oil unless first treated to remove the oil and grease.
4. Not completely identified or are from industrial/ commercial sources that are not approved by the director as required in section 100.78.
5. Mixed in a manner prohibited in section 100.79.
6. Wastes other than residential from outside the WRA, except through requests to the director.

100.81 REJECTION OF WASTE LOADS.

1. The WRA director may reject any hauled waste load that violates or is suspected of violating the requirements of this division or that fails to meet any other guidelines established by the WRA director to protect personnel, equipment, and the WRF. Waste haulers must:
    A. Remove rejected waste from the WRF.
    B. Immediately remove any additional wastes contaminated by the rejected waste while contained at the WRF prior to introduction into the sewer.
    C. Properly dispose of all rejected wastes in accordance with state and federal law.
    D. Provide the WRA director with a written statement, signed by the waste hauler license holder, stating the location, date, and time the rejected load was disposed of. The statement is due within five calendar days after the waste is rejected.
2. A vehicle used to haul rejected wastes shall not thereafter be allowed to dispose of additional wastes at the WRF until the statement required by this section is delivered to the WRA director.

100.82 TREATMENT FEES FOR HAULED WASTES.

1. A treatment fee shall be charged per pound of hauled waste received at the WRF for all wastes originating within WRA participating communities which are treated through the headworks at the WRF using all treatment processes at the WRF, which fee shall be equal to the cost of disposal and treatment of an equivalent volume and mass of

pollutants otherwise delivered into the POTW. The treatment fee shall include: (1) the volume charge component, (2) a treatment surcharge component for each pollutant as found in section 100.21 of this division, and (3) a program cost component. The program cost component shall be calculated by dividing the annual administrative costs of the waste hauler program by the total gallons of hauled waste treated in the previous calendar year. The surcharge component shall be calculated using the average concentration of pollutants found in hauled wastes delivered to the wastewater reclamation facility. The treatment surcharge and program cost components shall be reviewed and updated annually based on the most recent data collected by the operating agency. The treatment fee for loads originating outside of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities.

2. A treatment fee shall be charged for hauled wastes originating within the WRA participating communities which are treated using only a portion of the treatment processes at the WRF, which fee shall be calculated to recover the cost of treatment. The cost of treatment shall include electrical, chemical, personnel, and any capital costs associated with the treatment processes utilized, and a program cost component which shall be calculated by dividing the annual administrative costs of the waste hauler program associated with partial process treatment by the total gallons of hauled waste treated using only a portion of the treatment processes in the previous calendar year. Treatment costs shall be reviewed and updated annually based on the most recent data collected by the operating agency. The treatment fee for loads originating outside of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities.

3. Fees shall be computed and recorded at the disposal station and shall be paid by the waste hauler on the basis of monthly billings by the operating contractor. Limits of credit shall not exceed 60 days. Abuse of such credit shall be grounds for liability on the waste hauler's bond and for refusal of disposal services to any waste hauler under this division.

4. Waste haulers may elect to have their loads tested for actual concentration at their expense as set out in section 100.21. When a waste hauler has elected to have loads tested for actual concentration, the treatment fee will be based on the actual concentration whether it be higher or lower than the average concentration treatment fee. Said testing will be done at least once a month or more often as required by the WRA director.

100.83 ENFORCEMENT.

The WRA director, the city building official, or such other governmental official hereafter designated by the WRA, shall be authorized to enforce this division as hereinafter provided.

100.84 NOTICE OF VIOLATION – ADMINISTRATIVE PENALTIES – CORRECTIVE ACTION ORDER.

1. The director, or such other designated officers or officials with enforcement authority as provided in section 100.83, are authorized to issue a notice of violation

imposing an administrative penalty upon any person who fails to perform an act required by this division or who commits an act prohibited by this division.

2. The administrative penalty for such violations shall be as provided in the schedule of administrative penalties adopted by the city council by resolution.

3. Notice of violation, with the applicable penalty for such violation noted thereon, shall be issued to and served upon the violator. Service of the notice may be by regular mail or by delivery in person.

4. Penalties assessed pursuant to notice of violation shall be paid by the violator in full as directed in the notice within thirty (30) days of its issuance.

5. The administrative penalties set out in the schedule of administrative penalties shall be charged in lieu of the fines and penalties provided for in section 100.85, unless the violator refuses to correct the violation and pay the scheduled administrative penalty, or the WRA director determines that immediate enforcement action by misdemeanor or municipal infraction prosecution is, in view of the particular circumstances of the case, necessary to achieve compliance with the requirements of this chapter. The WRA shall maintain a record of all violations, administrative penalties charged or other enforcement actions taken.

100.85 PENALTIES.

1. Any person who fails to perform an act required by this division or who commits an act prohibited by this division shall be guilty of a misdemeanor punishable by fine or imprisonment or shall be guilty of a municipal infraction punishable by a civil penalty.

2. Any person who violates a discharge prohibition set forth in section 100.11, or discharges in excess of local limits as set forth in section 100.12, shall be guilty of an environmental violation punishable as provided by section 364.22 of the Iowa Code.

100.86 DENIAL, SUSPENSION AND REVOCATION OF LICENSE.

1. *Grounds for denial, suspension or revocation of waste haulers license.* The WRA director may deny, suspend or revoke the waste hauler license and/or grease hauler certification of any wastehauler who violates any provision of this division or any condition of its license, or who commits any of the following violations, or who does not meet the following requirements:

A. Violation of any term, condition or requirement of this division, the license, or applicable state of Iowa or federal laws or regulations.

B. Obtaining a license by misrepresentation.

C. Falsification of, failure to complete or failure to fully disclose all relevant facts in a license application.

D. Failure to pay fees, administrative penalties or fines.

E. Failure to report a spill to the WRA.

F. Using wash down water or otherwise diluting the permitted waste for the purpose of meeting discharge limitations or requirements.

G. Falsification of, failure to complete or failure to fully disclose all relevant facts in any report, manifest information or record required by the license or this division.

H. Tampering with samples or sampling equipment intended to accurately reflect the contents of each hauled waste load.

I. Refusing to allow WRA personnel timely access to the wastehauler's facility premises, vehicles, or records.

J. Failure to perform as required under a corrective action order or compliance schedule issued by the WRA director.

K. Failure to correct any violation of this division within 30 days after notice by the WRA Director.

L. Failure to immediately correct any violation of this division if the condition constituting the violation is declared a threat to public health, safety or welfare by the WRA director and the director orders immediate correction.

2. *Procedure for denial, suspension or revocation of wastehauler's license.* The procedure for denial, suspension or revocation of a wastehauler's license shall be as follows:

A. Any license issued to a wastehauler pursuant to this division may be denied, suspended or revoked by written order of the WRA director specifying the grounds for such action as outlined in subsection (a) of this section, which order shall not take effect until hearing thereon as hereafter provided. Upon determining that grounds exist for an order to deny, suspend or revoke a wastehauler's license, the WRA director shall cause a notice of hearing to be prepared, specifying the violations of subsection (a) of this section which are deemed to have occurred, and the time, date and place that such hearing will be held. The notice shall be sent to the wastehauler by regular mail addressed to the wastehauler's address listed on the wastehauler's license a minimum of ten days prior to the date set for hearing, and shall be deemed delivered when placed in the mail.

B. If after such a hearing the WRA director makes a finding based on substantial evidence that one or more violations under subsection (a) of this section have occurred as alleged, the director may deny issuance of the license, suspend the license for a fixed period, or may issue an order immediately revoking the license and ordering the wastehauler to discontinue hauling waste to the WRF or any other disposal locations approved by the director. The determination whether to deny issuance of a license, to suspend a license, or to revoke a license, shall be in the discretion of the director and shall be dependent upon the circumstances surrounding the violations of subsection (a) of this section and the severity of those violations. If the wastehauler does not appear for the hearing, the director shall issue the order revoking the wastehauler's license and ordering the cessation of delivery of hauled waste at the WRF or any other disposal locations approved by the director, which order shall take effect immediately.

C. The decision and order of the WRA director to deny issuance, to suspend or to revoke the license of a wastehauler may be appealed to the WRA appeal committee. Such appeal request shall be in writing, shall include the grounds for appeal including any factual findings which are disputed, and shall be delivered to

WRA not less than 10 days after the director's entry of the order of denial, suspension or revocation. Such appeal request shall be considered delivered when placed in the mail, return receipt requested, addressed to:

WRA Appeal Committee
Des Moines Metropolitan Wastewater
Reclamation Authority
3000 Vandalia Road
Des Moines, Iowa 50317

The chair of the appeal committee shall schedule the appeal and shall cause notice of the time, date and place of the hearing to be mailed to the appealing wastehauler. Such appeal shall be decided by majority vote of the appeal committee. If the appeal committee affirms the order of the WRA director denying issuance, suspending or revoking the license and ordering the cessation of waste deliveries at the WRF or other approved locations, the appeal committee shall so state and order in its written decision.

D. A wastehauler whose license has been denied or revoked shall not be eligible for issuance or reinstatement of its license until 30 days after the violating conditions have been corrected to the satisfaction of the director.

100.87 ALTERNATIVE RELIEF

Neither the WRA nor the city or sanitary district is precluded from seeking alternative relief from the court, including an order for abatement or injunctive relief, in the event that the WRA or the city files a misdemeanor citation, notice of administrative penalty, and/or files a municipal infraction for the same violation of this division, or in the event the WRA seeks to deny, suspend or revoke the wastehauler's license.

100.88 RESERVED

ORDINANCE NO. 19-02

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY REPEALING AND REPLACING CHAPTER 100—REGULATION OF INDUSTRIAL WASTEWATER AND COMMERCIAL WASTEWATER AND AMENDING CHAPTER 97—USE OF PUBLIC SEWERS

WHEREAS, as part of the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA"), each participating community is required to enact industrial pretreatment ordinances in a form consistent in all respects with those approved by the WRA Board; and

WHEREAS, the WRA has prepared amendments to the industrial pretreatment ordinance in an effort to meet updated standards from the Environmental Protection Agency and the Iowa Department of Natural Resources and update the requirements for fat, oil, and grease ("FOG") interceptors and provide standards for their maintenance and installation; and

WHEREAS, on January 7, 2019, following proper notice and publication of the proposed changes, the City Council held a public hearing on the proposed repeal and replacement of Chapter 100 and amendments to Chapter 97; and

WHEREAS, the City Council of the City of Windsor Heights does hereby find and declare that the repeal and replacement of the Chapter 100 ordinance and the amendments to Chapter 97 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 repeal and replace Chapter 100 and amend Chapter 97 of the Windsor Heights Code of Ordinances with regard to the regulation of industrial and commercial wastewater.

SECTION 2. Repealed and Replaced. The existing Chapter 100 of the Windsor Heights Code of Ordinances, Regulation of Industrial and Commercial Wastewater, is repealed and replaced with the language in the attached Exhibit A.

SECTION 3. Amendment. Chapter 97 of the Windsor Heights Code of Ordinances, Use of Public Sewers, is amended as set forth in the attached Exhibit B.

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. 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 6. Effective Date. This ordinance shall be effective after the final passage, approval and publication as provided by law.

Passed and Approved this ___ day of _____, 2019.

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Publish Date: _____

_____
Dave Burgess, Mayor

(SEAL)

ATTEST:

_____
Travis Cooke, City Clerk

Item#8A

City of Windsor Heights Special Business Meeting Minutes
Wednesday, January 2, 2019- 9:30 AM. Council Chambers

1. **Call to Order**
   Mayor Burgess called the meeting to order at 9:34 AM.
2. **Roll Call**
   Council members present: Michael Loffredo, Joseph Jones, Threase Harms, and Zachary Bales-Henry (via teleconference). Mike Jones was absent.
   Staff present: City Administrator Elizabeth Hansen, City Clerk Travis Cooke, Public Safety Director/Police Chief Chad McCluskey, Deputy Clerk/Communications Specialist Jessica Vogel, Public Works Director Dalton Jacobus, City Attorney Erin Clanton, City Engineer Justin Ernst, and Tionna Pooler, Independent Public Advisors.
3. **Approve Resolution No. 19-0101, A Resolution Providing Notice to the Polk County, Iowa Commission of Elections Regarding Submission of the Questions of Imposition and Allocation of the Local Option Sales and Service Tax (LOSST):** Motion by Harms to Approve Resolution No. 19-0101, A Resolution Providing Notice to the Polk County, Iowa Commission of Elections Regarding Submission of the Questions of Imposition and Allocation of the Local Option Sales and Service Tax (LOSST). Seconded by Joseph Jones. Motion passed unanimously on a roll call vote.
4. **Discussion and Appropriate Follow up on the Capital Improvement Plan:** Mayor Burgess, the City Council, Administrator Hansen, City Engineer Justin Ernst, and Financial Advisor Tionna Pooler held an extensive discussion on the format and presentation of the CIP. Staff took recommendations from the council and will have updates to the CIP presentation available to council in time for the public hearing at the regular meeting on Monday, January 7, 2019.
5. **Adjourn to 6:00 PM on Monday, January 7, 2019 for a Regular Council Meeting at the Council Chambers:** Motion by Joseph Jones to adjourn the meeting at 10:55 AM. Seconded by Loffredo. Motion passed unanimously on a roll call vote.

_____
David Burgess, Mayor

ATTEST: _____
Travis Cooke, City Clerk

City of Windsor Heights Regular Business Meeting Minutes
Monday, December 17, 2018- 6:00 PM. Council Chambers

1. **Call to Order**
   Mayor Burgess called the meeting to order at 6:00 PM.
2. **Roll Call**
   Council members present: Michael Loffredo, Mike Jones, Joseph Jones, Threase Harms, and Zachary Bales-Henry.
   Staff present: City Administrator Elizabeth Hansen, City Clerk Travis Cooke, Public Safety Director/Police Chief Chad McCluskey, Deputy Clerk/Communications Specialist Jessica Vogel, Public Works Director Dalton Jacobus, City Attorney Erin Clanton, and Building and Zoning Official Sheilah Lizer.
3. **Approval of the Agenda:** Motion by Loffredo to approve the agenda. Seconded by Mike Jones. Motion passed unanimously on a roll call vote.
4. **Presentation on Local Option Sales and Service Tax – Council Communication Committee:** Mayor Burgess introduced the updated infographic for the LOSST and the process for finalizing the ballot language at a special council meeting set for January 2nd. Mike Jones asked about additions to the ballot language from the previous version and if there was any input on the infographic from the rest of the council. Harms: noted that the correct fiscal year for the use of the funds had been updated. Would like to see FY spelled out to Fiscal Year. Loffredo: infographic looks better than the prior version; liked the prior version that had a graph showing the potential levy drop; spoke in favor of the new infographic.
5. **Presentation on the FY 2018 Audit Report, Martens & Company, CPA, LLP:** Marv Berger presented the FY 2018 Audit Report to the council. Mr. Berger would like to see a depository approval resolution done each January. Harms: would like to see an explanation as to why the Windsor Heights Fire Foundation and the Winsor Heights Foundation gets examined in the City's audit. Mr. Berger will send a letter of explanation to the council.
   A. Resolution No.18-1250, A Resolution approving the independent auditor's report for fiscal year ending 2018: Council came to the consensus to take a vote on the resolution at a later meeting after they get the letter regarding the foundations from Martens & Company.
6. **Public Hearing (s):**
   A. Public Hearing on Chapter 185: Motion by Mike Jones to open the public hearing 6:20 PM. Seconded by Bales-Henry. Motion passed unanimously on a roll call vote. No comments written or in person. Motion by Joseph Jones to close the public hearing at 6:21 PM. Seconded by Bales-Henry. Motion passed unanimously on a roll call vote.
      i) Approve First Reading to Ordinance No. 18-19, Amending Chapter 185 of the Code of Ordinances: Motion by Mike Jones to approve the first reading of Ordinance No. 18-19, Amending Chapter 185 of the Code of Ordinances. Seconded by Bales-Henry. Harms asked where the sample floodplain ordinance comes from. Lizer presented information on the new floodplain standards as recommended to the council by the P&Z. More strict standards will mean lower flood insurance rates for residents living in the floodplain. The model ordinance comes from the state and FEMA. Motion passed unanimously on a roll call vote.
      ii) Approve Resolution No. 18-1251, A Resolution Approving the Flood Insurance Rate Maps with corrected dates on the resolution: Motion by Mike Jones to approve Resolution No. 18-1251, A Resolution Approving the Flood Insurance Rate Maps with the corrected date of February 1, 2019. Seconded by Loffredo. Motion passed unanimously on a roll call vote.
7. **Public Comment:**
   Darren Skeries, 1441 64th Street – follow up from his previous comments on November 19th of cigarette butts and litter outside of the businesses on the north side of University east of 66th Street. Council came to the consensus to have staff inspect the situation and contact the businesses to control litter on the sidewalks.
8. **Consent Agenda.** Any item on the Consent Agenda may be removed for separate consideration.
   A. Approve Minutes of the Regular Council Meeting on December 3, 2018
   B. Approve Payment of Cash Disbursements
   C. Approve Resolution No. 18-1252, A Resolution Setting the Public Hearing for the Proposed 2020-2024 Capital Improvement Plan (CIP)
   D. Liquor License Premise Update, Hy-Vee Windsor Heights
   E. Liquor License Renewal, Saison
   F. Solid Waste Permit, Aspen Waste System

G. Liquor License, One Night Stand

Motion by Mike Jones to approve the consent agenda with Item C removed for separate consideration. Seconded by Loffredo. Motion passed unanimously on a roll call vote.

Discussion on Item C: Mike Jones has concerns that there is not enough input into the CIP by those who are not on the budget committee. Would like to see more input from others before voting on it or setting the public hearing. Would like drafts of committee level items provided to the rest of the council before taking any formal action. Loffredo and Harms support more work sessions prior to approving or setting public hearings on matters before the council.

Motion by Mike Jones to Approve Resolution No. 18-1252, A Resolution Setting the Public Hearing for the Proposed 2020-2024 Capital Improvement Plan (CIP). Seconded by Joseph Jones. Roll call vote: Bales-Henry – aye, Loffredo – nay, Harms – nay, Mike Jones – aye, Joseph Jones – aye. Motion passed 3-2. The council came to the consensus to hold a work session on the CIP during the January 2nd Special Council Meeting approving the LOSST language.

9. Old Business

A. Discussion and Appropriate Follow Up on Proposed Amendments to the Koester Development Agreement

i) Approve Resolution No.18-1253, A Resolution Approving Agreement for Private Development with M TOWN, LLC, and Authorizing Annual Appropriation Tax Increment Economic Development Grants thereunder: John Danos, Dorsey and Whitney was present to discuss the proposed amendments to the Koester Agreement. Council held an extensive discussion regarding the lack of progress on the project. Harms asked for clarification as to if the City would be encumbered financially if the agreement was extended. The agreement fully protects the City according to Mr. Danos. Motion by Harms to approve Resolution No.18-1253, A Resolution Approving Agreement for Private Development with M TOWN, LLC, Authorizing Annual Appropriation Tax Increment Economic Development Grants thereunder. Seconded by Joseph Jones. Roll call vote: Mike Jones – nay, Bales-Henry - abstain, Joseph Jones – aye, Harms – aye, and Loffredo – nay. Motion failed 2-1-2. Council came to the consensus to invite Mr. Koester to the next council meeting for reconsideration of the resolution.

ii) Approval of Bucket Truck from Ames Ford Lincoln for the Public Works Department in the amount of $27,000: Motion by Joseph Jones to approve the purchase of a bucket truck from Ames Ford Lincoln for the Public Works Department in the amount of $27,000. Seconded by Mike Jones. Motion passed unanimously on a roll call vote.

10. New Business

A. Approve Purchase of a Heart Monitor from Physio Control in the amount of $28,664.07 for the Fire Department: Motion by Loffredo to approve the purchase of a Heart Monitor from Physio Control in the amount of $28,664.07 for the fire department. Seconded by Bales-Henry. Mike Jones asked about the condition of the old unit and the enhancements offered in the new unit. Loffredo asked about the value of the old unit. Chief McCluskey reported that the old unit has a $3500 trade-in value. Motion passed unanimously on a roll call vote.

B. Discussion and Appropriate Follow up on Proposed Changes from the WRA on the FOG and Industrial Sewer Waste Ordinance Chapters 97 and Chapter 100: Motion by Bales-Henry to set the public hearing on proposed changes to the FOG and Industrial Sewer Waste Ordinance Chapters 97 and Chapter 100 on January 7, 2019. Seconded by Joseph Jones. Loffredo asked for clarification on the fines and fees in the ordinance. The fees are consistent with all WRA members. Motion passed unanimously on a roll call vote.

11. Reports: Mayor/Council/Staff/Board/Committee/Commission Updates:

Harms: thank you to volunteers and Hy-Vee for Windsor Wonderland event; congratulations to the PD and FD for the successful food drive; plans on thanking Tim Kurth; project punch lists; 63rd Street Crossing meeting - $30K estimate for project, Chief McCluskey did a nice job of bringing parties together.

Mike Jones: Communications focus group updates; will prepare a report for council.

Loffredo: Thanked Harms for her work with Windsor Wonderland; likes hearing progress on the crossing; wished everyone Happy Holidays.

Joseph Jones: Bravo 2019 grants approved. Bravo Awards Gala coming up on Feb 2nd.

Bales-Henry – Wal-Mart DART station is open. Thank you to the City for helping getting the project up and running.

12. Closed Session: 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 government body in that litigation: Motion by Mike Jones to go into closed session at 7:15 PM. Seconded by Bales-Henry. Motion passed unanimously on a roll call vote. Motion by Bales-Henry to leave closed session at 7:49 PM. Seconded by Joseph Jones. Motion passed unanimously on a roll call vote.
13. **Adjourn to 9:30 AM on Wednesday, January 2, 2018 for a Special Council Meeting at the Council Chambers:** Motion by Joseph Jones to adjourn the meeting at 7:51 PM. Seconded by Harms. Motion passed unanimously on a roll call vote.

_____

David Burgess, Mayor

ATTEST: _____

Travis Cooke, City Clerk

BANK CASH REPORT
2018

FUND	BANK NAME / GL NAME	OCTOBER CASH BALANCE	NOVEMBER RECEIPTS	NOVEMBER DISBURSMENTS	NOVEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	NOV BANK BALANCE
	BANK ONE						
BANK	BANK ONE						9,762,115.62
001	CASH - GENERAL	4,239,649.67	346,066.17	377,268.82	4,208,447.02		
001	RESERVE CASH - COMM CENTER	41,456.72	1,245.86	0.00	42,702.58	178,374.60	
110	CASH - RUT	625,083.70	62,333.81	44,415.06	643,002.45	8,000.54	
112	CASH - EMP BENEFIT FUND	810,101.22	63,992.56	87,331.27	786,762.51	18,199.48	
113	CASH - POLICE PENSION	16,549.50-	1,036.76	2,073.52	17,586.26-		
114	CASH - POLICE TRUST	6,042.50-	0.00	0.00	6,042.50-	22.00	
115	CASH - POLICE PREFORFEIT	1,602.32-	0.00	0.00	1,602.32-		
119	CASH - EMERGENCY FUND	1,660.26	0.00	0.00	1,660.26		
125	CASH - TIF	1,804,808.61	120,777.53	0.00	1,925,586.14		
145	CASH - URBAN RENEWAL ADVANCE	30,474.33-	0.00	0.00	30,474.33-		
175	CASH - PROPRIETARY ATE REVENUE	264.70	0.00	0.00	264.70		
200	CASH - DEBT SERVICE	763,679.28	46,905.90	0.00	810,585.18		
300	CASH - CAPITAL IMP	0.00	0.00	0.00	0.00		
	INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
302	CASH - 73RD STREET BRIDGE	0.00	0.00	0.00	0.00		
303	CASH - COLBY PARK	37,979.05	0.00	0.00	37,979.05		
304	CASH - CAPITAL PROJECT	0.00	0.00	0.00	0.00		
305	CASH - 73RD ST RESURFACING	0.00	0.00	0.00	0.00		
306	CASH - HICKMAN ROAD PROJECT	0.23-	0.00	0.00	0.23-		
307	CASH - TIF PORTION	0.00	0.00	0.00	0.00		
308	CASH - 73RD HICKMAN	0.00	0.00	0.00	0.00		
309	CASH - 2014 A STREET PROJECT	510,207.46	0.00	0.00	510,207.46		
310	CASH - CITY HALL/PUBLIC SAFETY	0.00	0.00	0.00	0.00		
311	CASH - TRAIL CONNECTION	0.00	0.00	0.00	0.00		
312	63/HICKMAN STREETSCAPE CASH	0.17	0.00	0.00	0.17		
313	CASH-2017/18 STREET PROJECTS	217,562.28-	0.00	1,833.50	219,395.78-		
314	CASH-UNIVERSITY AVE REDESIGN	215,109.29-	0.00	36,106.50	251,215.79-		
315	CASH-2018 HMA PROJ	134,394.22	0.00	0.00	134,394.22		
316	CASH-2018 PCC PATCHING PROJ	179,095.03	0.00	0.00	179,095.03		
317	CASH	0.00	0.00	0.00	0.00		
400	RESERVES - POLICE	29,149.09	0.00	0.00	29,149.09		
400	RESERVES - FIRE	46,294.02	0.00	0.00	46,294.02		
400	RESERVES - AMBULANCE	0.00	0.00	0.00	0.00		
400	RESERVES - STREETS	48,468.34	0.00	0.00	48,468.34		
400	RESERVES - SNOW	0.00	0.00	0.00	0.00		
400	RESERVES - PARKS	0.00	0.00	0.00	0.00		
400	RESERVES - COMMUNITY CENTER	20,000.00	0.00	0.00	20,000.00		
400	RESERVES - IT DEPARTMENT	20,000.00	0.00	0.00	20,000.00		
401	CASH	0.00	0.00	0.00	0.00		
600	CASH - WATER	103,254.44-	0.00	0.00	103,254.44-		
610	CASH - SEWER	23,685.56	880.01	2,270.50	22,295.07	220.45	
670	CASH - LANDFILL/GARBAGE	331,181.96	29,369.49	23,303.78	337,247.67	475.07	
740	CASH - STORM WATER	571,925.53	32,441.99	17,733.21	586,634.31	1,558.38	
810	CASH - REVOLVING FUND	261,026.01-	0.00	0.00	261,026.01-		
	DEPOSITS					55,087.49-	

FUND	BANK NAME / GL NAME	OCTOBER CASH BALANCE	NOVEMBER RECEIPTS	NOVEMBER DISBURSMENTS	NOVEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	NOV BANK BALANCE
	BANK ONE TOTALS	9,387,463.69	705,050.08	592,336.16	9,500,177.61	261,938.01	9,762,115.62
	6/2019 Transaction cleared on statement was entered in a future period.						21.50-
	11/30/2018 Calculated Statement Balance						9,762,094.12
	BANK 2 - PAYROLL						
BANK	BANK 2 - PAYROLL						1,107.72
001	CASH - PR - GENERAL	890.72	0.00	0.00	890.72	217.00	
110	CASH - PR - RUT	0.00	0.00	0.00	0.00		
112	CASH - PR - EMP BEN FUND	0.00	0.00	0.00	0.00		
113	CASH - PR - POLICE PENSION	0.00	0.00	0.00	0.00		
610	CASH - PR - SEWER	0.00	0.00	0.00	0.00		
740	CASH - PR - STORM WATER	0.00	0.00	0.00	0.00		
	BANK 2 - PAYROLL TOTALS	890.72	0.00	0.00	890.72	217.00	1,107.72
	BANK 3-POLICE PENSION						
BANK	BANK 3-POLICE PENSION						45,776.40
113	SAVINGS - 680-2292 - POLICE	45,755.71	20.69	0.00	45,776.40		
	BANK 3-POLICE PENSION TOTALS	45,755.71	20.69	0.00	45,776.40	0.00	45,776.40
	BANK 4-HEALTH FUND						
BANK	BANK 4-HEALTH FUND						93,886.59
112	SAVINGS - EMP BENEFIT 689-6237	93,844.16	42.43	0.00	93,886.59		
	BANK 4-HEALTH FUND TOTALS	93,844.16	42.43	0.00	93,886.59	0.00	93,886.59
	BANK 5-CITY SAVINGS						
BANK	BANK 5-CITY SAVINGS						253,975.63
001	SAVINGS - 680-5592 - GENERAL	253,860.87	114.76	0.00	253,975.63		
	BANK 5-CITY SAVINGS TOTALS	253,860.87	114.76	0.00	253,975.63	0.00	253,975.63
	BANK 6-KWHB						
BANK	BANK 6-KWHB						3,133.05
001	SAVINGS - KWHB	3,131.63	1.42	0.00	3,133.05		
	BANK 6-KWHB TOTALS	3,131.63	1.42	0.00	3,133.05	0.00	3,133.05

FUND	BANK NAME / GL NAME	OCTOBER CASH BALANCE	NOVEMBER RECEIPTS	NOVEMBER DISBURSMENTS	NOVEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	NOV BANK BALANCE
	BANK 7-POLICE TRUST						
BANK	BANK 7-POLICE TRUST						21,344.92
114	SAVINGS - POLICE TRUST	21,344.92	0.00	0.00	21,344.92		
	BANK 7-POLICE TRUST TOTALS	21,344.92	0.00	0.00	21,344.92	0.00	21,344.92
	BANK 8-POL PREF/DEA						
BANK	BANK 8-POL PREF/DEA						1,141.20
115	SAVINGS - PREF/DEA	1,140.69	0.51	0.00	1,141.20		
	BANK 8-POL PREF/DEA TOTALS	1,140.69	0.51	0.00	1,141.20	0.00	1,141.20
	IPAIT						
BANK	IPAIT						510,344.22
001	IPAIT - GENERAL	509,497.33	846.89	0.00	510,344.22		
	IPAIT TOTALS	509,497.33	846.89	0.00	510,344.22	0.00	510,344.22
	TOTAL OF ALL BANKS	10,316,929.72	706,076.78	592,336.16	10,430,670.34	262,155.01	10,692,825.35

BALANCE SHEET
CALENDAR 11/2018, FISCAL 5/2019

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH - GENERAL	31,202.65-	4,208,447.02
110-000-1110	CASH - RUT	17,918.75	643,002.45
112-000-1110	CASH - EMP BENEFIT FUND	23,338.71-	786,762.51
113-000-1110	CASH - POLICE PENSION	1,036.76-	17,586.26-
114-000-1110	CASH - POLICE TRUST	.00	6,042.50-
115-000-1110	CASH - POLICE PREFORFEIT	.00	1,602.32-
119-000-1110	CASH - EMERGENCY FUND	.00	1,660.26
125-000-1110	CASH - TIF	120,777.53	1,925,586.14
145-000-1110	CASH - URBAN RENEWAL ADVANCE	.00	30,474.33-
175-000-1110	CASH - PROPRIETARY ATE REVENUE	.00	264.70
200-000-1110	CASH - DEBT SERVICE	46,905.90	810,585.18
300-000-1110	CASH - CAPITAL IMP	.00	.00
302-000-1110	CASH - 73RD STREET BRIDGE	.00	.00
303-000-1110	CASH - COLBY PARK	.00	37,979.05
304-000-1110	CASH - CAPITAL PROJECT	.00	.00
305-000-1110	CASH - 73RD ST RESURFACING	.00	.00
306-000-1110	CASH - HICKMAN ROAD PROJECT	.00	.23-
307-000-1110	CASH - TIF PORTION	.00	.00
308-000-1110	CASH - 73RD HICKMAN	.00	.00
309-000-1110	CASH - 2014 A STREET PROJECT	.00	510,207.46
309-750-1110	CASH	.00	.00
310-000-1110	CASH - CITY HALL/PUBLIC SAFETY	.00	.00
311-000-1110	CASH - TRAIL CONNECTION	.00	.00
312-000-1110	63/HICKMAN STREETSCAPE CASH	.00	.17
313-000-1110	CASH-2017/18 STREET PROJECTS	1,833.50-	219,395.78-
314-000-1110	CASH-UNIVERSITY AVE REDESIGN	36,106.50-	251,215.79-
315-000-1110	CASH-2018 HMA PROJ	.00	134,394.22
316-000-1110	CASH-2018 PCC PATCHING PROJ	.00	179,095.03
317-000-1110	CASH	.00	.00
400-000-1110	CASH - CAPITAL EQUIPMENT FUND	.00	.00
401-000-1110	CASH	.00	.00
600-000-1110	CASH - WATER	.00	103,254.44-
610-000-1110	CASH - SEWER	1,390.49-	22,295.07
670-000-1110	CASH - LANDFILL/GARBAGE	6,065.71	337,247.67
740-000-1110	CASH - STORM WATER	14,708.78	586,634.31
810-000-1110	CASH - REVOLVING FUND	.00	261,026.01-
	CASH TOTAL	111,468.06	9,293,563.58
001-000-1111	CASH - PR - GENERAL	.00	890.72
110-000-1111	CASH - PR - RUT	.00	.00
112-000-1111	CASH - PR - EMP BEN FUND	.00	.00
113-000-1111	CASH - PR - POLICE PENSION	.00	.00
610-000-1111	CASH - PR - SEWER	.00	.00
740-000-1111	CASH - PR - STORM WATER	.00	.00
	CASH - PAYROLL TOTAL	.00	890.72
001-000-1115	RESERVE CASH - COMM CENTER	1,245.86	42,702.58

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	RESERVE CASH TOTAL	1,245.86	42,702.58
115-000-1120	PETTY CASH - POLICE FOREITURE	.00	1,000.00
	PETTY CASH TOTAL	.00	1,000.00
001-000-1150	IPAIT - GENERAL	846.89	510,344.22
0010001150	IPAIT - GENERAL	.00	.00
112-000-1150	IPAIT - EMPLOYEE BENEFITS	.00	.00
306-000-1150	IPAIT - HICKMAN	.00	.00
	IPAIT TOTAL	846.89	510,344.22
001-000-1160	SAVINGS - 680-5592 - GENERAL	114.76	253,975.63
001-000-1161	SAVINGS - KWHB	1.42	3,133.05
112-000-1160	SAVINGS - EMP BENEFIT 689-6237	42.43	93,886.59
113-000-1160	SAVINGS - 680-2292 - POLICE	20.69	45,776.40
114-000-1160	SAVINGS - POLICE TRUST	.00	21,344.92
115-000-1160	SAVINGS - PREF/DEA	.51	1,141.20
	SAVINGS TOTAL	179.81	419,257.79
001-000-1170	CD 082009 - KWHB	.00	11,539.60
113-000-1170	CD 051509 - POLICE PENSION	.00	.00
113-000-1171	CD 060209 - POLICE PENSION	.00	.00
600-000-1170	CD 12062707- WATER	.00	102,257.54
810-000-1170	CD 050109 - REVOLVING FUND	.00	100,000.00
	CD'S TOTAL	.00	213,797.14
400-000-1180	RESERVES - POLICE	.00	29,149.09
	RESERVES TOTAL	.00	29,149.09
400-000-1181	RESERVES - FIRE	.00	46,294.02
	RESERVES TOTAL	.00	46,294.02
400-000-1182	RESERVES - AMBULANCE	.00	.00
	RESERVES TOTAL	.00	.00
400-000-1183	RESERVES - STREETS	.00	48,468.34

BALANCE SHEET
CALENDAR 11/2018, FISCAL 5/2019

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	RESERVES TOTAL	.00	48,468.34
400-000-1184	RESERVES - SNOW	.00	.00
	RESERVES TOTAL	.00	.00
400-000-1185	RESERVES - PARKS	.00	.00
	RESERVES TOTAL	.00	.00
400-000-1186	RESERVES - COMMUNITY CENTER	.00	20,000.00
	RESERVES TOTAL	.00	20,000.00
400-000-1187	RESERVES - IT DEPARTMENT	.00	20,000.00
	RESERVES TOTAL	.00	20,000.00
	TOTAL CASH	113,740.62	10,645,467.48

TREASURER'S REPORT
CALENDAR 11/2018, FISCAL 5/2019

ACCOUNT	TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001	GENERAL	5,060,026.54	290,520.45	301,670.20	17,843.97-	5,031,032.82
110	ROAD USE TAX	625,083.70	54,488.49	35,634.15	935.59-	643,002.45
112	EMPLOYEE BENEFITS	903,945.38	63,959.99	87,256.27	.00	880,649.10
113	POLICE PENSION	29,206.21	20.69	1,036.76	.00	28,190.14
114	POLICE TRUST	15,302.42	.00	.00	.00	15,302.42
115	POLICE PREFORFEITURE	538.37	.51	.00	.00	538.88
119	EMERGENCY FUND	1,660.26	.00	.00	.00	1,660.26
125	TAX INCREMENT FINANCING	1,804,808.61	120,777.53	.00	.00	1,925,586.14
145	URBAN RENEWAL ADVANCE	30,474.33-	.00	.00	.00	30,474.33-
175	PROPRIETARY ATE REVENUE	264.70	.00	.00	.00	264.70
200	DEBT SERVICE	763,679.28	46,905.90	.00	.00	810,585.18
300	CAPITAL IMPROVEMENT RES	.00	.00	.00	.00	.00
302	73RD ST BRIDGE	.00	.00	.00	.00	.00
303	COLBY PARK	37,979.05	.00	.00	.00	37,979.05
304	CAPITAL PROJECT	.00	.00	.00	.00	.00
305	73rd STREET RESURFACING	.00	.00	.00	.00	.00
306	HICKMAN ROAD PROJECT	.23-	.00	.00	.00	.23-
307	TIF PORTION	.00	.00	.00	.00	.00
308	73RD/HICKMAN FUND	.00	.00	.00	.00	.00
309	2014A STREETS PROJECTS	510,207.46	.00	.00	.00	510,207.46
310	CITY HALL/PUBLIC SAFETY	.00	.00	.00	.00	.00
311	HUB PROJECT	.00	.00	.00	.00	.00
312	63/HICKMAN ST SCAPE	.17	.00	.00	.00	.17
313	2017/18 Capital Project	217,562.28-	.00	1,833.50	.00	219,395.78-
314	University Ave Redesign	215,109.29-	.00	36,106.50	.00	251,215.79-
315	2018 HMA RESURFACING PR	134,394.22	.00	.00	.00	134,394.22
316	2018 PCC PATCHING PROJE	179,095.03	.00	.00	.00	179,095.03
317	WALNUT CREEK BIKE TRAIL	.00	.00	.00	.00	.00
400	CAPITAL EQUIPMENT FUND	163,911.45	.00	.00	.00	163,911.45
401	CAP STREET PROJECT /ATE	.00	.00	.00	.00	.00
600	WATER	996.90-	.00	.00	.00	996.90-
610	SEWER	23,685.56	.00	1,285.56	104.93-	22,295.07
670	LANDFILL/GARBAGE	331,181.96	29,257.64	23,089.85	102.08-	337,247.67
740	STORM WATER	571,925.53	31,992.82	16,809.01	475.03-	586,634.31
810	REVOLVING FUND	161,026.01-	.00	.00	.00	161,026.01-
	Report Total	10,531,726.86	637,924.02	504,721.80	19,461.60-	10,645,467.48

REVENUE REPORT
CALENDAR 11/2018, FISCAL 5/2019

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
001-110-4400	GRANTS	13,000.00	7,675.09	9,401.60	72.32	3,598.40
001-110-4500	MISC CHARGES FOR SERVICE	10,500.00	530.00	1,017.00	9.69	9,483.00
001-110-4700	DONATIONS K9 PROGRAM	1,000.00				1,000.00
001-110-4715	REFUNDS/REIMBURSEMENTS	6,000.00		5,420.38	90.34	579.62
001-110-4765	FINES & FEES	90,000.00	5,062.35	31,459.55	34.96	58,540.45
001-110-4770	ATE FINES	300,000.00	130,058.03	803,158.38	267.72	503,158.38-
	POLICE TOTAL	420,500.00	143,325.47	850,456.91	202.25	429,956.91-
001-150-4500	FIRE SERVICE CHARGES	500.00				500.00
001-150-4577	HAZMAT FEES	1,000.00	325.33	325.33	32.53	674.67
001-150-4579	RENTAL INSP FEE	25,000.00	180.00	5,490.00	21.96	19,510.00
	FIRE TOTAL	26,500.00	505.33	5,815.33	21.94	20,684.67
001-160-4500	AMBULANCE CHARGES	80,000.00	5,976.74	36,886.13	46.11	43,113.87
	AMBULANCE TOTAL	80,000.00	5,976.74	36,886.13	46.11	43,113.87
001-170-4122	BUILDING PERMITS	60,000.00	2,518.95	14,881.01	24.80	45,118.99
	BUILDING INSPECTIONS TOTAL	60,000.00	2,518.95	14,881.01	24.80	45,118.99
001-190-4180	PET LICENSES	5,000.00		365.00	7.30	4,635.00
	ANIMAL CONTROL TOTAL	5,000.00	.00	365.00	7.30	4,635.00
001-430-4450	IOWA GRANTS			5,000.00		5,000.00-
001-430-4700	DONATIONS	500.00		3.00	.60	497.00
	PARKS TOTAL	500.00	.00	5,003.00	1,000.60	4,503.00-
001-480-4500	RECREATION CHARGES	140,000.00	12,458.47	61,239.86	43.74	78,760.14
	COMMUNITY CENTER TOTAL	140,000.00	12,458.47	61,239.86	43.74	78,760.14
001-620-4715	REFUNDS/REIMBURSEMENTS	1,500.00		31.84	2.12	1,468.16
	CLERK/TREASURER/ADM TOTAL	1,500.00	.00	31.84	2.12	1,468.16
001-910-4830	TRANSFER-IN	117,289.00		1,036.76	.88	116,252.24
	TRANSFERS IN/OUT TOTAL	117,289.00	.00	1,036.76	.88	116,252.24

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
001-950-4000	PROPERTY TAXES	1,806,228.00	105,422.07	970,432.05	53.73	835,795.95
001-950-4001	PROP TAXES-CITY OWNED CIVIC CT	30,104.00	1,757.25	16,178.87	53.74	13,925.13
001-950-4013	PROP TAXES-INSURANCE	50,967.00	2,974.74	27,435.70	53.83	23,531.30
001-950-4014	PROP TAXES-EMERGENCY MANAGEMEN	8,906.00	519.93	4,788.09	53.76	4,117.91
001-950-4029	PROP TAXES-SUPPORT PUBLIC LIBR	60,208.00	3,514.00	32,348.05	53.73	27,859.95
001-950-4060	PROP-UTILITY TAX REPLACE EXCIS	20,466.00				20,466.00
001-950-4065	UTILITY FRANCHISE FEES	260,000.00	8,934.35	137,618.19	52.93	122,381.81
001-950-4085	HOTEL/MOTEL TAX	25.00	835.59	835.59	3,342.36	810.59-
001-950-4100	BEER/LIQUOR PERMITS	5,000.00		2,554.69	51.09	2,445.31
001-950-4105	CIGARETTE PERMITS	600.00	56.25	206.25	34.38	393.75
001-950-4110	BUILDING TRADES LICENSES	300.00				300.00
001-950-4300	INTEREST ON INVESTMENTS	3,500.00	1,362.86	6,244.93	178.43	2,744.93-
001-950-4400	GRANTS			1,635.44		1,635.44-
001-950-4464	COMM/IND PROP TAX REPLACEMENT	70,711.00				70,711.00
001-950-4500	CHARGES FOR SERVICE		17.50	17.50		17.50-
001-950-4704	KWHB EVENTS			71.25		71.25-
001-950-4710	PAY IN LIEU OF TAXES NON FED	39,048.00				39,048.00
001-950-4715	REFUNDS/REIMBURSEMENTS	5,000.00	158.95	2,267.02	45.34	2,732.98
001-950-4765	FINES & PENALTIES	1,000.00	182.00	612.00	61.20	388.00
	GENERAL REVENUES TOTAL	2,362,063.00	125,735.49	1,203,245.62	50.94	1,158,817.38
	GENERAL TOTAL	3,213,352.00	290,520.45	2,178,961.46	67.81	1,034,390.54
110-210-4430	ROAD USE TAX	590,490.00	54,488.49	214,909.19	36.40	375,580.81
110-210-4715	REFUNDS/REIMBURSEMENTS			10,046.31		10,046.31-
	ROADS, BRIDGES, SIDEWALKS TOTA	590,490.00	54,488.49	224,955.50	38.10	365,534.50
110-910-4830	TRANSFER-IN	5,873.00				5,873.00
	TRANSFERS IN/OUT TOTAL	5,873.00	.00	.00	.00	5,873.00
	ROAD USE TAX TOTAL	596,363.00	54,488.49	224,955.50	37.72	371,407.50
112-950-4000	PROPERTY TAXES	1,095,116.00	63,917.56	588,399.08	53.73	506,716.92
112-950-4060	PROP-UTILITY TAX REPLACE EXCIS	11,457.00				11,457.00
112-950-4300	INTEREST ON INVESTMENTS			44.04		44.04-
112-950-4464	COMM/IND PROP TAX REPLACEMENT	39,581.00				39,581.00
112-950-4715	REFUNDS/REIMBURSEMENTS	44,000.00	42.43	19,739.63	44.86	24,260.37
	GENERAL REVENUES TOTAL	1,190,154.00	63,959.99	608,182.75	51.10	581,971.25

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	EMPLOYEE BENEFITS TOTAL	1,190,154.00	63,959.99	608,182.75	51.10	581,971.25
113-110-4300	INTEREST ON INVESTMENTS		20.69	100.54		100.54-
	POLICE TOTAL	.00	20.69	100.54	.00	100.54-
113-910-4830	TRANSFER IN	13,000.00				13,000.00
	TRANSFERS IN/OUT TOTAL	13,000.00	.00	.00	.00	13,000.00
	POLICE PENSION TOTAL	13,000.00	20.69	100.54	.77	12,899.46
114-110-4571	POLICE SERVICES	5,000.00				5,000.00
	POLICE TOTAL	5,000.00	.00	.00	.00	5,000.00
	POLICE TRUST TOTAL	5,000.00	.00	.00	.00	5,000.00
115-110-4300	INTEREST ON INVESTMENTS		.51	2.50		2.50-
115-110-4571	POLICE SERVICES	1,140.00				1,140.00
	POLICE TOTAL	1,140.00	.51	2.50	.22	1,137.50
	POLICE PREFORFEITURE TOTAL	1,140.00	.51	2.50	.22	1,137.50
119-950-4000	PROPERTY TAXES			98.75		98.75-
	GENERAL REVENUES TOTAL	.00	.00	98.75	.00	98.75-
	EMERGENCY FUND TOTAL	.00	.00	98.75	.00	98.75-

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
125-950-4050	TAX INCREMENT TAXES	1,871,627.00	120,777.53	878,395.28	46.93	993,231.72
	GENERAL REVENUES TOTAL	1,871,627.00	120,777.53	878,395.28	46.93	993,231.72
	TAX INCREMENT FINANCING TOTAL	1,871,627.00	120,777.53	878,395.28	46.93	993,231.72
145-910-4830	TRANSFER IN	374,832.00				374,832.00
	TRANSFERS IN/OUT TOTAL	374,832.00	.00	.00	.00	374,832.00
	URBAN RENEWAL ADVANCE TOTAL	374,832.00	.00	.00	.00	374,832.00
200-910-4830	TRANSFER-IN	815,371.00				815,371.00
	TRANSFERS IN/OUT TOTAL	815,371.00	.00	.00	.00	815,371.00
200-950-4000	PROPERTY TAXES	786,588.00	46,905.90	413,392.48	52.56	373,195.52
200-950-4060	PROP-UTILITY TAX REPLACE EXCIS	6,757.00				6,757.00
200-950-4464	COMM/IND PROP TAX REPLACEMENT	23,344.00				23,344.00
	GENERAL REVENUES TOTAL	816,689.00	46,905.90	413,392.48	50.62	403,296.52
	DEBT SERVICE TOTAL	1,632,060.00	46,905.90	413,392.48	25.33	1,218,667.52
309-750-4820	2014A BOND PROCEEDS			1,536.20		1,536.20-
	CAPITAL PROJECTS TOTAL	.00	.00	1,536.20	.00	1,536.20-
	2014A STREETS PROJECTS TOTAL	.00	.00	1,536.20	.00	1,536.20-
311-910-4830	TRANSFER IN	160,000.00				160,000.00
	TRANSFERS IN/OUT TOTAL	160,000.00	.00	.00	.00	160,000.00

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	HUB PROJECT TOTAL	160,000.00	.00	.00	.00	160,000.00
314-910-4830	TRANSFER IN	500,000.00				500,000.00
	TRANSFERS IN/OUT TOTAL	500,000.00	.00	.00	.00	500,000.00
	University Ave Redesign TOTAL	500,000.00	.00	.00	.00	500,000.00
315-430-4825	FUND BALANCE RESERVE	650,000.00				650,000.00
	PARKS TOTAL	650,000.00	.00	.00	.00	650,000.00
	2018 HMA RESURFACING PROJ TOTA	650,000.00	.00	.00	.00	650,000.00
316-430-4825	FUND BALANCE RESERVE	16,000.00				16,000.00
	PARKS TOTAL	16,000.00	.00	.00	.00	16,000.00
	2018 PCC PATCHING PROJECT TOTA	16,000.00	.00	.00	.00	16,000.00
400-910-4830	TRANSFER IN-CAP EQUIPMENT FUND	45,000.00				45,000.00
	TRANSFERS IN/OUT TOTAL	45,000.00	.00	.00	.00	45,000.00
	CAPITAL EQUIPMENT FUND TOTAL	45,000.00	.00	.00	.00	45,000.00
610-815-4500	UTILITY CHARGES FOR SERVICE	92,350.00		16,798.21	18.19	75,551.79
610-815-4715	REIMBURSEMENT URB/WH DISTRICT	100,000.00				100,000.00
	SEWER/SEWAGE DISPOSAL TOTAL	192,350.00	.00	16,798.21	8.73	175,551.79

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SEWER TOTAL	192,350.00	.00	16,798.21	8.73	175,551.79
670-840-4500	YARD WASTE STICKER SALES	18,000.00	85.00	1,930.00	10.72	16,070.00
670-840-4501	CURB-IT RECYCLING FEES	76,500.00	6,309.36	32,038.02	41.88	44,461.98
670-840-4502	UTILITY CHARGES FOR SERVICE	256,969.00	22,863.28	108,517.93	42.23	148,451.07
	LANDFILL/GARBAGE TOTAL	351,469.00	29,257.64	142,485.95	40.54	208,983.05
	LANDFILL/GARBAGE TOTAL	351,469.00	29,257.64	142,485.95	40.54	208,983.05
740-865-4500	UTILITY CHARGES FOR SERVICE	310,000.00	31,992.82	143,419.95	46.26	166,580.05
	STORM WATER TOTAL	310,000.00	31,992.82	143,419.95	46.26	166,580.05
	STORM WATER TOTAL	310,000.00	31,992.82	143,419.95	46.26	166,580.05
	TOTAL OF ALL REVENUE	11,122,347.00	637,924.02	4,608,329.57	41.43	6,514,017.43

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
125-950-4050	TAX INCREMENT TAXES	1,871,627.00	120,777.53	878,395.28	46.93	993,231.72
	GENERAL REVENUES TOTAL	1,871,627.00	120,777.53	878,395.28	46.93	993,231.72
	TAX INCREMENT FINANCING TOTAL	1,871,627.00	120,777.53	878,395.28	46.93	993,231.72
145-910-4830	TRANSFER IN	374,832.00				374,832.00
	TRANSFERS IN/OUT TOTAL	374,832.00	.00	.00	.00	374,832.00
	URBAN RENEWAL ADVANCE TOTAL	374,832.00	.00	.00	.00	374,832.00
200-910-4830	TRANSFER-IN	815,371.00				815,371.00
	TRANSFERS IN/OUT TOTAL	815,371.00	.00	.00	.00	815,371.00
200-950-4000	PROPERTY TAXES	786,588.00	46,905.90	413,392.48	52.56	373,195.52
200-950-4060	PROP-UTILITY TAX REPLACE EXCIS	6,757.00				6,757.00
200-950-4464	COMM/IND PROP TAX REPLACEMENT	23,344.00				23,344.00
	GENERAL REVENUES TOTAL	816,689.00	46,905.90	413,392.48	50.62	403,296.52
	DEBT SERVICE TOTAL	1,632,060.00	46,905.90	413,392.48	25.33	1,218,667.52
309-750-4820	2014A BOND PROCEEDS			1,536.20		1,536.20-
	CAPITAL PROJECTS TOTAL	.00	.00	1,536.20	.00	1,536.20-
	2014A STREETS PROJECTS TOTAL	.00	.00	1,536.20	.00	1,536.20-
311-910-4830	TRANSFER IN	160,000.00				160,000.00
	TRANSFERS IN/OUT TOTAL	160,000.00	.00	.00	.00	160,000.00

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	HUB PROJECT TOTAL	160,000.00	.00	.00	.00	160,000.00
314-910-4830	TRANSFER IN	500,000.00				500,000.00
	TRANSFERS IN/OUT TOTAL	500,000.00	.00	.00	.00	500,000.00
	University Ave Redesign TOTAL	500,000.00	.00	.00	.00	500,000.00
315-430-4825	FUND BALANCE RESERVE	650,000.00				650,000.00
	PARKS TOTAL	650,000.00	.00	.00	.00	650,000.00
	2018 HMA RESURFACING PROJ TOTA	650,000.00	.00	.00	.00	650,000.00
316-430-4825	FUND BALANCE RESERVE	16,000.00				16,000.00
	PARKS TOTAL	16,000.00	.00	.00	.00	16,000.00
	2018 PCC PATCHING PROJECT TOTA	16,000.00	.00	.00	.00	16,000.00
400-910-4830	TRANSFER IN-CAP EQUIPMENT FUND	45,000.00				45,000.00
	TRANSFERS IN/OUT TOTAL	45,000.00	.00	.00	.00	45,000.00
	CAPITAL EQUIPMENT FUND TOTAL	45,000.00	.00	.00	.00	45,000.00
610-815-4500	UTILITY CHARGES FOR SERVICE	92,350.00		16,798.21	18.19	75,551.79
610-815-4715	REIMBURSEMENT URB/WH DISTRICT	100,000.00				100,000.00
	SEWER/SEWAGE DISPOSAL TOTAL	192,350.00	.00	16,798.21	8.73	175,551.79

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SEWER TOTAL	192,350.00	.00	16,798.21	8.73	175,551.79
670-840-4500	YARD WASTE STICKER SALES	18,000.00	85.00	1,930.00	10.72	16,070.00
670-840-4501	CURB-IT RECYCLING FEES	76,500.00	6,309.36	32,038.02	41.88	44,461.98
670-840-4502	UTILITY CHARGES FOR SERVICE	256,969.00	22,863.28	108,517.93	42.23	148,451.07
	LANDFILL/GARBAGE TOTAL	351,469.00	29,257.64	142,485.95	40.54	208,983.05
	LANDFILL/GARBAGE TOTAL	351,469.00	29,257.64	142,485.95	40.54	208,983.05
740-865-4500	UTILITY CHARGES FOR SERVICE	310,000.00	31,992.82	143,419.95	46.26	166,580.05
	STORM WATER TOTAL	310,000.00	31,992.82	143,419.95	46.26	166,580.05
	STORM WATER TOTAL	310,000.00	31,992.82	143,419.95	46.26	166,580.05
	TOTAL OF ALL REVENUE	11,122,347.00	637,924.02	4,608,329.57	41.43	6,514,017.43

BUDGET REPORT
CALENDAR 11/2018, FISCAL 5/2019

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-110-6010	SALARIES FULLTIME	995,762.00	66,593.36	379,369.16	38.10	616,392.84
001-110-6020	SALARIES-PARTTIME	12,140.00		100.00	.82	12,040.00
001-110-6040	SALARIES-OVERTIME	75,000.00	7,341.57	34,512.12	46.02	40,487.88
001-110-6050	FEES	150,000.00	95,388.00	262,189.72	174.79	112,189.72-
001-110-6061	SALARIES-LONGEVITY	6,400.00	396.00	2,186.87	34.17	4,213.13
001-110-6062	SALARIES-PTO PAY OUT	60,000.00	8,267.06	40,429.05	67.38	19,570.95
001-110-6120	DUES & MEMBERSHIPS	1,725.00	225.00	750.00	43.48	975.00
001-110-6180	ALLOWANCES	10,500.00	29.99	3,069.81	29.24	7,430.19
001-110-6230	TRAINING EXPENSE	15,500.00	1,508.00	6,837.74	44.11	8,662.26
001-110-6240	TRAVEL & CONFERENCE EXPENSE	5,000.00	1,013.27	1,957.40	39.15	3,042.60
001-110-6310	REPAIR - BUILDING	3,000.00	16.50	4,368.89	145.63	1,368.89-
001-110-6331	MOTOR VEHICLE OPERATIONS	23,000.00	1,999.42-	11,186.19	48.64	11,813.81
001-110-6332	REPAIR - VEHICLES & EQUIPMENT	18,000.00	641.15	8,044.75	44.69	9,955.25
001-110-6371	UTILITIES	6,500.00	381.66	2,521.61	38.79	3,978.39
001-110-6373	COMMUNICATIONS	15,000.00	1,450.51	7,354.20	49.03	7,645.80
001-110-6408	GENERAL INSURANCE	49,800.00		12,932.02	25.97	36,867.98
001-110-6411	PROFESSIONAL FEES-LEGAL/MEDICA	50,000.00	2,962.50	43,917.55	87.84	6,082.45
001-110-6413	CONTRIBUTIONS & PAYMENTS AGENC	18,000.00	14.72	3,318.97	18.44	14,681.03
001-110-6414	PUBLICATIONS	2,000.00	25.00	219.50	10.98	1,780.50
001-110-6499	MISCELLANEOUS	2,000.00		1,470.55	73.53	529.45
001-110-6504	MINOR EQUIPMENT	5,000.00	601.90	2,207.00	44.14	2,793.00
001-110-6505	K9 EXPENSES	1,500.00	240.71	1,373.71	91.58	126.29
001-110-6506	OFFICE SUPPLIES	5,500.00	473.91	1,493.03	27.15	4,006.97
001-110-6507	OPERATING SUPPLIES	12,000.00	1,954.99	7,101.94	59.18	4,898.06
001-110-6508	POSTAGE & SHIPPING	550.00		34.19	6.22	515.81
001-110-6721	FURNITURE & FIXTURES	1,000.00				1,000.00
	POLICE TOTAL	1,544,877.00	187,526.38	838,945.97	54.31	705,931.03
001-130-6413	CONTRIBUTIONS & PAYMENTS AGENC	9,000.00		6,440.00	71.56	2,560.00
001-130-6510	HAZ MAT SUPPLIES			99.90		99.90-
	EMERGENCY MANAGEMENT TOTAL	9,000.00	.00	6,539.90	72.67	2,460.10
001-150-6010	SALARIES FULLTIME	134,365.00	15,113.55	89,899.29	66.91	44,465.71
001-150-6020	SALARIES-PARTTIME	100,000.00	12,147.85	68,473.85	68.47	31,526.15
001-150-6061	SALARIES-LONGEVITY	1,250.00	72.00	396.00	31.68	854.00
001-150-6180	ALLOWANCES	8,000.00		2,897.30	36.22	5,102.70
001-150-6210	DUES & MEMBERSHIPS	500.00		201.01	40.20	298.99
001-150-6230	TRAINING EXPENSE	8,000.00	500.00	1,146.00	14.33	6,854.00
001-150-6240	TRAVEL & CONFERENCE EXPENSE	500.00				500.00
001-150-6310	REPAIR - BUILDING	3,000.00	1,861.07	2,645.74	88.19	354.26
001-150-6331	MOTOR VEHICLE OPERATIONS	3,500.00	2,480.31	3,657.14	104.49	157.14-
001-150-6332	REPAIR - VEHICLES & EQUIPMENT	10,000.00	2,300.64	5,098.53	50.99	4,901.47
001-150-6334	VEHICLE-TESTING, ANNUAL CERT.	5,000.00		190.00	3.80	4,810.00
001-150-6371	UTILITIES	7,500.00	370.81	2,203.20	29.38	5,296.80
001-150-6373	COMMUNICATIONS	15,000.00	575.28	4,485.90	29.91	10,514.10
001-150-6408	GENERAL INSURANCE	32,600.00		12,378.45	37.97	20,221.55
001-150-6411	PROFESSIONAL FEES-LEGAL/MEDICA	20,500.00		1,048.80	5.12	19,451.20

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
001-150-6504	MINOR EQUIPMENT	1,000.00	590.75	590.75	59.08	409.25
001-150-6505	DOG EXPENSES	500.00	126.00	243.83	48.77	256.17
001-150-6506	OFFICE SUPPLIES	1,000.00	41.25	426.70	42.67	573.30
001-150-6507	OPERATING SUPPLIES	4,000.00	350.24	1,042.38	26.06	2,957.62
001-150-6508	POSTAGE & SHIPPING	200.00		18.64	9.32	181.36
001-150-6510	FIRE PREVENTION BUREAU SUPPLIE	1,500.00				1,500.00
001-150-6599	MISCELLANEOUS	250.00		489.30	195.72	239.30-
	FIRE TOTAL	358,165.00	36,529.75	197,532.81	55.15	160,632.19
001-160-6010	WAGES - FULL TIME	134,365.00		2,828.03	2.10	131,536.97
001-160-6020	SALARIES-PARTTIME	14,000.00		828.00	5.91	13,172.00
001-160-6210	DUES & MEMBERSHIPS	200.00				200.00
001-160-6230	TRAINING EXPENSE	2,000.00	66.00	66.00	3.30	1,934.00
001-160-6331	MOTOR VEHICLE OPERATIONS	2,000.00	155.15	1,119.33	55.97	880.67
001-160-6332	REPAIR - VEHICLES & EQUIPMENT	1,500.00	1,167.47	3,357.09	223.81	1,857.09-
001-160-6350	REPAIR-EQUIPMENT	1,000.00		694.37	69.44	305.63
001-160-6373	AMBULANCE CELLULAR PHONE	1,000.00	131.62	393.93	39.39	606.07
001-160-6408	GENERAL INSURANCE	3,000.00		2,767.83	92.26	232.17
001-160-6413	CONTRIBUTIONS & PAYMENTS AGENC	6,000.00		1,798.84	29.98	4,201.16
001-160-6414	PUBLICATIONS	50.00				50.00
001-160-6498	MEDICAL SUPPLIES	7,000.00	701.25	2,906.44	41.52	4,093.56
001-160-6504	MINOR EQUIPMENT	500.00				500.00
001-160-6507	OPERATING SUPPLIES	2,000.00				2,000.00
001-160-6514	INFECT. DISEASE CONTROL SUPPLI	900.00		391.99	43.55	508.01
	AMBULANCE TOTAL	175,515.00	2,221.49	17,151.85	9.77	158,363.15
001-170-6010	SALARIES FULLTIME	31,000.00	2,446.16	13,453.88	43.40	17,546.12
001-170-6180	ALLOWANCES	300.00		15.00	5.00	285.00
001-170-6210	DUES AND MEMBERSHIPS	500.00	50.00	50.00	10.00	450.00
001-170-6230	TRAINING EXPENSE	4,000.00		2,765.86	69.15	1,234.14
001-170-6373	TELEPHONE/COMMUNICATIONS	600.00				600.00
001-170-6407	PROFESSIONAL FEES-ENG/BLDG/PLA	50,000.00	1,572.00	14,506.00	29.01	35,494.00
001-170-6499	MISCELLANEOUS	500.00		100.00	20.00	400.00
001-170-6507	OPERATING SUPPLIES	1,500.00	242.96	242.96	16.20	1,257.04
001-170-6727	OTHER CAPITAL EQUIPMENT	5,000.00				5,000.00
	BUILDING INSPECTIONS TOTAL	93,400.00	4,311.12	31,133.70	33.33	62,266.30
001-190-6411	PROFESSIONAL FEES-LEGAL/MEDICA	100.00				100.00
001-190-6413	CONTRIBUTIONS & PAYMENTS AGENC	400.00		178.16	44.54	221.84
001-190-6507	OPERATING SUPPLIES	300.00				300.00
	ANIMAL CONTROL TOTAL	800.00	.00	178.16	22.27	621.84
001-230-6371	UTILITIES			83.13		83.13-

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	STREET LIGHTING TOTAL	.00	.00	83.13	.00	83.13-
001-399-6413	CONTRIBUTIONS & PAYMENTS AGENC	3,000.00				3,000.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,000.00	.00	.00	.00	3,000.00
001-410-6413	LIBRARY PAYMENTS	92,960.00		46,538.50	50.06	46,421.50
	LIBRARY TOTAL	92,960.00	.00	46,538.50	50.06	46,421.50
001-430-6010	SALARIES FULLTIME	56,450.00	3,293.72	36,128.63	64.00	20,321.37
001-430-6020	SALARIES-PARTTIME	5,000.00	176.00	860.20	17.20	4,139.80
001-430-6332	REPAIR - VEHICLES & EQUIPMENT	2,500.00		3,589.98	143.60	1,089.98-
001-430-6373	TELEPHONE/COMMUNICATIONS	380.00	26.15	78.26	20.59	301.74
001-430-6407	PROFESSIONAL FEES-ENG/BLDG/PLA	10,750.00		1,232.25	11.46	9,517.75
001-430-6408	GENERAL INSURANCE	2,500.00		1,660.68	66.43	839.32
001-430-6499	MISCELLANEOUS	5,000.00	300.00	6,718.40	134.37	1,718.40-
001-430-6507	OPERATING SUPPLIES	4,200.00	20.84	7,183.44	171.03	2,983.44-
001-430-6511	BUILDING & GROUNDS OP/MAI	3,000.00		5,345.77	178.19	2,345.77-
001-430-6727	OTHER CAPITAL EQUIPMENT	51,236.00	398.72	11,168.58	21.80	40,067.42
001-430-6781	FACILITIES - OTHER-SIDEWALKS	10,000.00		1,563.19	15.63	8,436.81
	PARKS TOTAL	151,016.00	4,215.43	75,529.38	50.01	75,486.62
001-460-6413	CONTRIBUTIONS & PAYMENTS AGENC	1,500.00				1,500.00
001-460-6421	CULT SVCS - CONVENTION & VISIT	1,500.00		1,500.00	100.00	
001-460-6433	CULT SVCS-DSM SISTER CITY	200.00				200.00
	COMMUNITY CTR/ZOO/MARINA TOTA	3,200.00	.00	1,500.00	46.88	1,700.00
001-470-6499	MISCELLANEOUS			575.02		575.02-
	SPECIAL EVENTS TOTAL	.00	.00	575.02	.00	575.02-
001-480-6010	SALARIES FULLTIME	55,150.00	3,858.47	24,759.25	44.89	30,390.75
001-480-6020	SALARIES-PARTTIME	4,000.00	176.00	860.20	21.51	3,139.80
001-480-6230	TRAINING	500.00				500.00
001-480-6310	REPAIR - BUILDING	5,000.00		2,575.31	51.51	2,424.69
001-480-6332	REPAIR - VEHICLES & EQUIPMENT	3,500.00	201.00	443.10	12.66	3,056.90
001-480-6371	UTILITIES	15,000.00	911.13	6,911.91	46.08	8,088.09
001-480-6373	TELEPHONE/COMMUNICATIONS	380.00	78.43	234.85	61.80	145.15
001-480-6408	GENERAL INSURANCE	3,700.00		3,321.40	89.77	378.60
001-480-6507	OPERATING SUPPLIES	10,000.00	1,859.63	5,563.52	55.64	4,436.48
001-480-6511	BLDG & GROUNDS OPER AND MAINT	7,500.00	433.00	14,457.87	192.77	6,957.87-

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	COMMUNITY CENTER TOTAL	104,730.00	7,517.66	59,127.41	56.46	45,602.59
001-530-6413	CONTRIBUTIONS/PAYMENTS-METROHE	27,512.00				27,512.00
	HOUSING & URBAN RENEWAL TOTAL	27,512.00	.00	.00	.00	27,512.00
001-610-6020	SALARIES-PARTTIME	28,500.00	650.00	7,718.00	27.08	20,782.00
001-610-6240	TRAVEL & CONFERENCE EXPENSE	10,000.00		410.00	4.10	9,590.00
001-610-6407	PROFESSIONAL FEES-ENG/BLDG/PLA	3,000.00		17.03	.57	2,982.97
001-610-6408	GENERAL INSURANCE	3,000.00		2,861.58	95.39	138.42
001-610-6413	CONTRIBUTIONS & PAYMENTS AGENC			76.20		76.20-
001-610-6507	OPERATING SUPPLIES	2,500.00		54.52	2.18	2,445.48
	MAYOR/COUNCIL TOTAL	47,000.00	650.00	11,137.33	23.70	35,862.67
001-615-6010	WAGES - FULL TIME	8,454.00	568.48	3,126.64	36.98	5,327.36
001-615-6373	TELEPHONE/COMMUNICATIONS	18,000.00	1,587.35	7,729.32	42.94	10,270.68
001-615-6419	TECHNOLOGY SERVICES	12,000.00	1,513.50	2,873.50	23.95	9,126.50
001-615-6490	OTHER PROFESSIONAL SERV	6,000.00	339.50	2,067.30	34.46	3,932.70
001-615-6507	OPERATING SUPPLIES	2,000.00	1,308.87	3,444.34	172.22	1,444.34-
	IT DEPARTMENT TOTAL	46,454.00	5,317.70	19,241.10	41.42	27,212.90
001-620-6010	SALARIES FULLTIME	236,310.00	17,554.19	99,795.07	42.23	136,514.93
001-620-6020	SALARIES-PARTTIME	21,840.00	1,183.00	7,753.46	35.50	14,086.54
001-620-6210	DUES & MEMBERSHIPS	12,500.00	355.00	10,039.66	80.32	2,460.34
001-620-6230	TRAINING EXPENSE	5,000.00	265.20	928.34	18.57	4,071.66
001-620-6240	TRAVEL & CONFERENCE EXPENSE	8,000.00	162.92	6,281.39	78.52	1,718.61
001-620-6310	REPAIR - BUILDING	5,000.00	53.96	1,351.92	27.04	3,648.08
001-620-6332	REPAIR - VEHICLES & EQUIPMENT	5,000.00	3,697.76	3,697.76	73.96	1,302.24
001-620-6371	UTILITIES	4,000.00	197.27	1,150.84	28.77	2,849.16
001-620-6373	COMMUNICATIONS	7,000.00	82.98	2,168.52	30.98	4,831.48
001-620-6405	COURT & RECORDING FEES	7,000.00	304.29	3,595.91	51.37	3,404.09
001-620-6407	PROFESSIONAL FEES-ENG/BLDG/PLA	80,000.00	20,453.00	29,126.25	36.41	50,873.75
001-620-6408	GENERAL INSURANCE	1,750.00		1,200.88	68.62	549.12
001-620-6414	PUBLICATIONS	30,000.00	1,183.23	6,151.98	20.51	23,848.02
001-620-6499	REFUNDS	400.00				400.00
001-620-6506	OFFICE SUPPLIES	5,000.00	93.77	2,467.61	49.35	2,532.39
001-620-6507	OPERATING SUPPLIES	4,000.00	685.70	2,714.15	67.85	1,285.85
001-620-6508	POSTAGE & SHIPPING	3,000.00	720.40	1,850.64	61.69	1,149.36
001-620-6598	MISC EXP/BALANCING		2.00-	55,085.50		55,085.50-
001-620-6725	OFFICE EQUIPMENT	1,500.00				1,500.00
	CLERK/TREASURER/ADM TOTAL	437,300.00	46,990.67	235,359.88	53.82	201,940.12
001-630-6413	ELECTIONS	4,000.00		500.00	12.50	3,500.00

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ELECTIONS TOTAL	4,000.00	.00	500.00	12.50	3,500.00
001-640-6411	PROFESSIONAL FEES-LEGAL/MEDICA	75,000.00	6,390.00	40,155.00	53.54	34,845.00
	LEGAL SERVICES/ATTORNEY TOTAL	75,000.00	6,390.00	40,155.00	53.54	34,845.00
001-910-6910	TRANSFER OUT	15,000.00				15,000.00
	TRANSFERS IN/OUT TOTAL	15,000.00	.00	.00	.00	15,000.00
	GENERAL TOTAL	3,188,929.00	301,670.20	1,581,229.14	49.58	1,607,699.86
110-210-6010	SALARIES FULLTIME	131,113.00	12,873.70	56,015.31	42.72	75,097.69
110-210-6020	SALARIES-PARTTIME	2,600.00	176.00	860.20	33.08	1,739.80
110-210-6061	SALARIES-LONGEVITY	7,350.00	372.00	2,352.00	32.00	4,998.00
110-210-6180	ALLOWANCES	2,300.00	222.29	1,302.24	56.62	997.76
110-210-6230	TRAINING EXPENSE	500.00	259.20	848.25	169.65	348.25-
110-210-6240	TRAVEL & CONFERENCE EXPENSE	1,000.00		45.00	4.50	955.00
110-210-6250	EDUCATION REIMBURSMENTS			47.00		47.00-
110-210-6310	REPAIR - BUILDING	5,000.00	21.00	667.78	13.36	4,332.22
110-210-6331	MOTOR VEHICLE OPERATIONS	8,000.00	157.70-	998.62	12.48	7,001.38
110-210-6332	REPAIR - VEHICLES & EQUIPMENT	10,000.00	162.79	1,192.22	11.92	8,807.78
110-210-6371	UTILITIES	7,000.00	110.40	1,186.78	16.95	5,813.22
110-210-6373	COMMUNICATIONS	1,000.00	370.58	884.17	88.42	115.83
110-210-6407	PROFESSIONAL FEES-ENG/BLDG/PLA	5,000.00	10,000.00	10,659.25	213.19	5,659.25-
110-210-6408	GENERAL INSURANCE	19,100.00		10,164.19	53.22	8,935.81
110-210-6411	PROFESSIONAL FEES-LEGAL/MEDICA	15,000.00		3,488.62	23.26	11,511.38
110-210-6417	STREET MAINTENANCE	55,000.00	1,221.59	7,741.26	14.08	47,258.74
110-210-6499	MISCELLANEOUS	9,000.00	840.75	5,011.35	55.68	3,988.65
110-210-6504	MINOR EQUIPMENT	1,500.00		259.79	17.32	1,240.21
110-210-6507	OPERATING SUPPLIES	11,000.00	52.43	1,430.75	13.01	9,569.25
110-210-6727	OTHER CAPITAL EQUIPMENT	60,000.00		6,951.00	11.59	53,049.00
110-210-6782	FACILITIES-ST RESURFACING	15,000.00				15,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	366,463.00	26,525.03	112,105.78	30.59	254,357.22
110-230-6371	UTILITIES	65,000.00	5,173.93	22,192.29	34.14	42,807.71
	STREET LIGHTING TOTAL	65,000.00	5,173.93	22,192.29	34.14	42,807.71
110-250-6010	SALARIES FULLTIME	77,650.00	1,560.19	4,495.17	5.79	73,154.83
110-250-6331	MOTOR VEHICLE OPERATIONS	1,500.00				1,500.00
110-250-6332	REPAIR - VEHICLES & EQUIPMENT	5,000.00		386.82	7.74	4,613.18

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
110-250-6408	GENERAL INSURANCE	3,700.00		2,767.83	74.81	932.17
110-250-6507	OPERATING SUPPLIES	40,000.00	2,375.00	31,771.58	79.43	8,228.42
	SNOW REMOVAL TOTAL	127,850.00	3,935.19	39,421.40	30.83	88,428.60
110-910-6910	TRANSFER-OUT-TO GENERAL FUND	30,000.00				30,000.00
	TRANSFERS IN/OUT TOTAL	30,000.00	.00	.00	.00	30,000.00
	ROAD USE TAX TOTAL	589,313.00	35,634.15	173,719.47	29.48	415,593.53
112-110-6110	FICA	87,084.00	6,171.98	33,798.11	38.81	53,285.89
112-110-6130	IPERS	108,243.00	9,236.44	47,817.84	44.18	60,425.16
112-110-6141	PENSION/RETENTION/RETIRED	13,000.00				13,000.00
112-110-6150	INSURANCE-TA	222,474.00	18,527.14	93,120.80	41.86	129,353.20
112-110-6160	WORKERS COMPENSATION-TA	55,880.00	5,925.24	61,402.70	109.88	5,522.70-
112-110-6170	UNEMPLOYMENT	510.00				510.00
112-110-6180	SELF FUND	30,500.00	270.00	1,324.76	4.34	29,175.24
112-110-6250	TUITION REIMBURSEMENT	6,300.00				6,300.00
	POLICE TOTAL	523,991.00	40,130.80	237,464.21	45.32	286,526.79
112-150-6110	FICA	14,605.00	2,072.04	11,911.07	81.55	2,693.93
112-150-6130	IPERS	18,968.00	2,540.78	15,155.86	79.90	3,812.14
112-150-6150	INSURANCE-TA	85,683.00	7,277.45	35,746.45	41.72	49,936.55
112-150-6160	WORKERS COMPENSATION-TA	84,795.00	8,406.68	86,720.21	102.27	1,925.21-
112-150-6170	UNEMPLOYMENT	453.00				453.00
112-150-6180	SELF FUND	10,000.00		205.05	2.05	9,794.95
	FIRE TOTAL	214,504.00	20,296.95	149,738.64	69.81	64,765.36
112-160-6110	FICA	14,605.00		272.70	1.87	14,332.30
112-160-6130	IPERS	18,967.00		373.28	1.97	18,593.72
112-160-6250	TUITION REIMBURSEMENT	13,400.00		4,654.25	34.73	8,745.75
	AMBULANCE TOTAL	46,972.00	.00	5,300.23	11.28	41,671.77
112-170-6110	FICA	2,365.00	184.25	1,000.37	42.30	1,364.63
112-170-6130	IPERS	2,917.00	230.92	1,270.06	43.54	1,646.94
112-170-6150	INSURANCE	9,885.00	839.41	4,132.98	41.81	5,752.02
112-170-6170	UNEMPLOYMENT	25.00				25.00
112-170-6180	SELF FUND	1,000.00				1,000.00

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	BUILDING INSPECTIONS TOTAL	16,192.00	1,254.58	6,403.41	39.55	9,788.59
112-210-6110	FICA	10,031.00	987.74	4,358.41	43.45	5,672.59
112-210-6130	IPERS	12,378.00	1,445.85	6,203.49	50.12	6,174.51
112-210-6150	INSURANCE	58,625.00	757.36	3,879.47	6.62	54,745.53
112-210-6160	WORKERS COMPENSATION	19,888.00	1,975.08	20,272.13	101.93	384.13-
112-210-6170	UNEMPLOYMENT	283.00		98.03	34.64	184.97
112-210-6180	SELF FUND	6,110.00	500.00	999.99	16.37	5,110.01
	ROADS, BRIDGES, SIDEWALKS TOTA	107,315.00	5,666.03	35,811.52	33.37	71,503.48
112-240-6130	IPERS	5,500.00	147.27	358.19	6.51	5,141.81
	TRAFIC CONTROL & SAFETY TOTAL	5,500.00	147.27	358.19	6.51	5,141.81
112-250-6110	FICA	5,939.00	105.50	325.80	5.49	5,613.20
112-250-6130	IPERS	7,328.00				7,328.00
112-250-6150	INSURANCE	19,935.00	8,060.53	42,817.78	214.79	22,882.78-
112-250-6180	SELF FUND	2,370.00				2,370.00
	SNOW REMOVAL TOTAL	35,572.00	8,166.03	43,143.58	121.29	7,571.58-
112-430-6110	FICA	4,320.00	259.16	2,733.45	63.27	1,586.55
112-430-6130	IPERS	5,330.00	328.89	3,418.85	64.14	1,911.15
112-430-6150	INSURANCE	17,720.00	820.54	4,038.62	22.79	13,681.38
112-430-6180	SELF FUND	1,000.00				1,000.00
	PARKS TOTAL	28,370.00	1,408.59	10,190.92	35.92	18,179.08
112-480-6110	FICA	4,320.00	302.96	1,899.39	43.97	2,420.61
112-480-6130	IPERS	5,300.00	382.18	2,357.21	44.48	2,942.79
112-480-6150	INSURANCE	16,755.00	820.54	4,038.62	24.10	12,716.38
112-480-6180	SELF FUND	1,000.00	500.00	999.99	100.00	.01
	COMMUNITY CENTER TOTAL	27,375.00	2,005.68	9,295.21	33.96	18,079.79
112-610-6110	FICA	2,181.00	49.73	364.53	16.71	1,816.47
112-610-6130	IPERS	2,690.00		344.01	12.79	2,345.99
	MAYOR/COUNCIL TOTAL	4,871.00	49.73	708.54	14.55	4,162.46
112-615-6110	FICA	612.00	41.84	228.05	37.26	383.95
112-615-6130	IPERS	820.00	58.04	319.22	38.93	500.78
112-615-6150	GROUP INSURANCE			961.28		961.28-

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	IT DEPARTMENT TOTAL	1,432.00	99.88	1,508.55	105.35	76.55-
112-620-6110	FICA	19,746.00	1,367.42	7,810.37	39.55	11,935.63
112-620-6130	IPERS	24,366.00	2,377.56	10,971.14	45.03	13,394.86
112-620-6150	INSURANCE-TA	59,435.00	4,209.75	18,917.20	31.83	40,517.80
112-620-6160	WORKERS COMPENSATION-TA	600.00	76.00	682.48	113.75	82.48-
112-620-6170	UNEMPLOYMENT & TPA	5,540.00		158.05	2.85	5,381.95
112-620-6180	SELF FUNDED	6,000.00				6,000.00
	CLERK/TREASURER/ADM TOTAL	115,687.00	8,030.73	38,539.24	33.31	77,147.76
112-699-6099	PAYROLL FINE/PENALTIES			426.45		426.45-
	OTHER GENERAL GOVERNMENT TOTA	.00	.00	426.45	.00	426.45-
112-910-6910	TRANSFER-OUT-TO GENERAL FUND	13,000.00				13,000.00
	TRANSFERS IN/OUT TOTAL	13,000.00	.00	.00	.00	13,000.00
	EMPLOYEE BENEFITS TOTAL	1,140,781.00	87,256.27	538,888.69	47.24	601,892.31
113-110-6141	PENSION/RETENTION	13,000.00	1,036.76	6,220.56	47.85	6,779.44
	POLICE TOTAL	13,000.00	1,036.76	6,220.56	47.85	6,779.44
113-910-6910	TRANSFER OUT			1,036.76		1,036.76-
	TRANSFERS IN/OUT TOTAL	.00	.00	1,036.76	.00	1,036.76-
	POLICE PENSION TOTAL	13,000.00	1,036.76	7,257.32	55.83	5,742.68
114-110-6505	SPECIAL EQUIPMENT	10,000.00				10,000.00
	POLICE TOTAL	10,000.00	.00	.00	.00	10,000.00
	POLICE TRUST TOTAL	10,000.00	.00	.00	.00	10,000.00

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
115-110-6505	SPECIAL EQUIPMENT	1,140.00				1,140.00
	POLICE TOTAL	1,140.00	.00	.00	.00	1,140.00
	POLICE PREFORFEITURE TOTAL	1,140.00	.00	.00	.00	1,140.00
125-910-6910	TRANSFER OUT	1,973,365.00				1,973,365.00
	TRANSFERS IN/OUT TOTAL	1,973,365.00	.00	.00	.00	1,973,365.00
	TAX INCREMENT FINANCING TOTAL	1,973,365.00	.00	.00	.00	1,973,365.00
145-530-6310	BLDG REP/URBAN RENEWAL GRANT	100,000.00				100,000.00
145-530-6407	PROFESSIONAL FEES	22,838.00		3,500.00	15.33	19,338.00
	HOUSING & URBAN RENEWAL TOTAL	122,838.00	.00	3,500.00	2.85	119,338.00
145-750-6413	PAYMENTS - OTHER AGENCIES			26,753.00		26,753.00-
145-750-6499	MISCELLANEOUS	250,000.00				250,000.00
	CAPITAL PROJECTS TOTAL	250,000.00	.00	26,753.00	10.70	223,247.00
	URBAN RENEWAL ADVANCE TOTAL	372,838.00	.00	30,253.00	8.11	342,585.00
200-210-6802	ST CONST 2017A GO BOND PRIN	390,000.00				390,000.00
200-210-6809	PRINCIPAL-2014 C HALL BLDG	70,000.00				70,000.00
200-210-6811	2014B Tahoe Principal	12,905.00		12,905.98	100.01	.98-
200-210-6805	2013A BOND PRIN Ref 1999A	80,000.00				80,000.00
200-210-6806	2013A BOND INTEREST	1,420.00				1,420.00
200-210-6807	2014A BOND PRINCIPAL	135,000.00				135,000.00
200-210-6808	2014A BOND INTEREST	82,420.00				82,420.00
200-210-6810	INTEREST 2014 C HALL BLDG	3,250.00				3,250.00
200-210-6812	2014B Tahoe Interest	455.00		449.87	98.87	5.13
200-210-6852	ST CONST 2017A GO BONDS INT	17,900.00				17,900.00
	ROADS, BRIDGES, SIDEWALKS TOTA	793,350.00	.00	13,355.85	1.68	779,994.15

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
200-530-6803	2011A BOND PRINCIPAL			70,000.00		70,000.00-
200-530-6813	2017B BOND PRINCIPAL	385,000.00				385,000.00
200-530-6811	2016 A BOND PRINCIPAL	110,000.00				110,000.00
200-530-6812	2016 B BOND PRINCIPAL	220,000.00				220,000.00
200-530-6853	2011A BOND INTEREST			1,771.02		1,771.02-
200-530-6863	2017B BOND INTEREST	21,293.00				21,293.00
200-530-6861	2016 A BOND INTEREST	26,675.00				26,675.00
200-530-6862	2016 B BOND INTEREST	52,398.00				52,398.00
	HOUSING & URBAN RENEWAL TOTAL	815,366.00	.00	71,771.02	8.80	743,594.98
	DEBT SERVICE TOTAL	1,608,716.00	.00	85,126.87	5.29	1,523,589.13
311-430-6799	TRAIL CONNECTION	160,000.00				160,000.00
	PARKS TOTAL	160,000.00	.00	.00	.00	160,000.00
	HUB PROJECT TOTAL	160,000.00	.00	.00	.00	160,000.00
313-750-6783	FACIL-UNIC-ST CONST STREE		1,833.50	154,457.25		154,457.25-
	CAPITAL PROJECTS TOTAL	.00	1,833.50	154,457.25	.00	154,457.25-
	2017/18 Capital Projects TOTA	.00	1,833.50	154,457.25	.00	154,457.25-
314-750-6782	UINVERSITY AVE REDESIGN	500,000.00	36,106.50	144,305.80	28.86	355,694.20
	CAPITAL PROJECTS TOTAL	500,000.00	36,106.50	144,305.80	28.86	355,694.20
	University Ave Redesign TOTAL	500,000.00	36,106.50	144,305.80	28.86	355,694.20
315-210-6407	ENGINEERING			49,223.00		49,223.00-
315-210-6499	MISCELLANEOUS	650,000.00		378,324.66	58.20	271,675.34
	ROADS, BRIDGES, SIDEWALKS TOTA	650,000.00	.00	427,547.66	65.78	222,452.34

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	2018 HMA RESURFACING PROJ TOTA	650,000.00	.00	427,547.66	65.78	222,452.34
316-210-6499	MISCELLANEOUS	16,000.00		174,129.97	1,088.31	158,129.97-
	ROADS, BRIDGES, SIDEWALKS TOTA	16,000.00	.00	174,129.97	1,088.31	158,129.97-
	2018 PCC PATCHING PROJECT TOTA	16,000.00	.00	174,129.97	1,088.31	158,129.97-
400-110-6710	CAP VEHICLES - POLICE			14,025.76		14,025.76-
400-110-6727	CAP EQUIPMENT - POLICE			1,265.15		1,265.15-
	POLICE TOTAL	.00	.00	15,290.91	.00	15,290.91-
400-210-6727	CAP EQUIPMENT - STREETS	16,000.00				16,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	16,000.00	.00	.00	.00	16,000.00
400-480-6727	CAP EQUIPMENT - COMMUNITY CTR	4,200.00				4,200.00
	COMMUNITY CENTER TOTAL	4,200.00	.00	.00	.00	4,200.00
	CAPITAL EQUIPMENT FUND TOTAL	20,200.00	.00	15,290.91	75.70	4,909.09
610-815-6010	SALARIES FULLTIME	37,200.00	648.53	7,900.42	21.24	29,299.58
610-815-6020	SALARIES-PARTTIME	2,800.00	176.00	860.20	30.72	1,939.80
610-815-6110	FICA	2,844.00	57.39	636.09	22.37	2,207.91
610-815-6130	IPERS	3,510.00	79.18	768.73	21.90	2,741.27
610-815-6150	INSURANCE	9,686.00				9,686.00
610-815-6180	SELF FUND	1,100.00	500.00	1,000.01	90.91	99.99
610-815-6331	MOTOR VEHICLE OPERATIONS	1,500.00	234.04-	922.29	61.49	577.71
610-815-6332	REPAIR - VEHICLES & EQUIPMENT	8,000.00		22.42	.28	7,977.58
610-815-6407	PROFESSIONAL FEES-ENG/BLDG/PLA	1,000.00		1,334.75	133.48	334.75-
610-815-6408	GENERAL INSURANCE	4,400.00		3,415.15	77.62	984.85
610-815-6413	CONTRIBUTIONS & PAYMENTS AGENC	1,000.00	58.50	262.80	26.28	737.20
610-815-6490	SEWER MAINTENANCE	5,000.00		9,813.13	196.26	4,813.13-
610-815-6499	MISCELLANEOUS	1,500.00		72.87	4.86	1,427.13
610-815-6504	MINOR EQUIPMENT	250.00				250.00
610-815-6507	OPERATING SUPPLIES	500.00		57.34	11.47	442.66

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
610-815-6767	CAP OUTLAY-SANITARY SEWER	100,000.00				100,000.00
	SEWER/SEWAGE DISPOSAL TOTAL	180,290.00	1,285.56	27,066.20	15.01	153,223.80
	SEWER TOTAL	180,290.00	1,285.56	27,066.20	15.01	153,223.80
670-840-6010	WAGES - FULL TIME	12,450.00	911.41	5,008.16	40.23	7,441.84
670-840-6110	FICA	960.00	66.33	361.91	37.70	598.09
670-840-6130	IPERS	1,176.00	84.97	457.62	38.91	718.38
670-840-6413	WASTE MANAGEMENT	214,446.00	16,571.62	77,146.87	35.97	137,299.13
670-840-6490	METRO WASTE - RECYCLING	93,775.00	5,455.52	49,867.99	53.18	43,907.01
	LANDFILL/GARBAGE TOTAL	322,807.00	23,089.85	132,842.55	41.15	189,964.45
	LANDFILL/GARBAGE TOTAL	322,807.00	23,089.85	132,842.55	41.15	189,964.45
740-865-6010	SALARIES FULLTIME	77,078.00	3,310.75	21,350.15	27.70	55,727.85
740-865-6020	SALARIES-PARTTIME	2,800.00	176.00	860.20	30.72	1,939.80
740-865-6110	FICA	5,897.00	255.75	1,632.84	27.69	4,264.16
740-865-6130	IPERS	7,277.00	330.57	2,032.05	27.92	5,244.95
740-865-6150	INSURANCE	22,250.00	839.42	4,133.01	18.58	18,116.99
740-865-6160	WORKER'S COMP	775.00	76.00	682.48	88.06	92.52
740-865-6180	SELF FUND	2,420.00	500.00	1,000.01	41.32	1,419.99
740-865-6230	TRAINING EXPENSE	1,000.00		330.00	33.00	670.00
740-865-6407	ENGINEERING	56,500.00	11,240.50	28,813.75	51.00	27,686.25
740-865-6408	GENERAL INSURANCE	3,500.00		2,861.58	81.76	638.42
740-865-6413	CONTRIBUTIONS & PAYMENTS AGENC	37,400.00		7,837.60	20.96	29,562.40
740-865-6499	MISCELLANEOUS	5,950.00	80.02	240.06	4.03	5,709.94
740-865-6507	OPERATING SUPPLIES	5,000.00		231.78	4.64	4,768.22
740-865-6765	STORM DRAINAGE CAPITAL OUTLAY	50,000.00		14,201.30	28.40	35,798.70
	STORM WATER TOTAL	277,847.00	16,809.01	86,206.81	31.03	191,640.19
	STORM WATER TOTAL	277,847.00	16,809.01	86,206.81	31.03	191,640.19
	TOTAL EXPENSES	11,025,226.00	504,721.80	3,578,321.64	32.46	7,446,904.36

City of Windsor Heights
Claims & Payroll 12/16/18 to 12/31/18
November 2018 Revenue

A TO Z RENTAL	Upholstery Cleaner	32.50
AFLAC WORLD WIDE HEADQUARTERS	AFLAC	454.24
AMERITAS LIFE INS. CORP.	VISION INS	319.24
ARNOLD MOTOR SUPPLY	Back Up Alarm	41.14
AMERICAN TRAFFIC SOLUTIONS	November ATE Fees	56524.00
AUREON IT	Monthly IT	441.00
BAILEY ROOFING CONTRACTOS	#2 PW Roof	39226.64
BENEFITS, INC	FLEX - BENEFITS	913.45
BOLTON & MENK	Engineering	78316.50
BRAVO GREATER DES MOINES INC.	14th Annual Gala	600.00
CENTURY LINK	Phone	174.88
DATA TECHNOLOGIES INC.	Tax Forms	89.35
DES MOINES PRINTING	Printing	170.88
DES MOINES REGISTER	Publications	2505.19
EARL MAY SEED & NURSERY	Hazmat Supplies	344.85
ELECTRONIC ENG. CO.	Pager Rental	71.70
FEDERAL TAX DEPOSIT	FED/FICA TAX	18322.09
FLEET SERVICES	November Fuel	2533.14
G & L CLOTHING	Winter Clothing	317.76
GLAZEBROOK, EVELYN	Refund	89.69
GRAINGER	Supplies	158.22
ICMA RETIREMENT TRUST	ICMA	534.59
IOWA DES MOINES SUPPLY	Supplies	52.94
IOWA LEAGUE OF CITIES	2018-2019 Directory	80.00
IPERS	IPERS	27467.32
JP COOKE CO	2019 Pet Tags	125.44
KELTEK INCORPORATED	PD supplies	78.00
KOCH	Supplies	84.22
KRUG, MARSHA	Refund	52.50
LINCOLN NATIONAL LIFE	Annuities	40.57
LOWE'S	Supplies	26.05
METRO WASTE AUTHORITY	Nov.Garbage Fee	21902.14
NAPA AUTO PARTS	Auto Part	43.99
PPG ARCHITECTURAL COATINGS	Paint CEC	129.73
PURCHASE POWER	2019 Urban Revitalzation Postage	1586.93
QUEEN OF CLEAN, LLC	Cleaning Service	1465.00
SAM'S CLUB DIRECT	Supplies	95.92
SIMMERING-CORY, INC	November 2018 Supplement	491.00
Strauss Security Solutions	Key	21.00
T G INDUSTRIES. INC.	Service Manual	100.00
TREASURER STATE OF IOWA	STATE TAX	8075.00
TRUCK EQUIPMENT INC.	Auto Supplies	450.00
UPHDM OCCUPATIONAL MED	Physical	121.00
VERIZON WIRELESS	Monthly Charges	570.83

WAL-MART	Supplies	2.43
WINDSOR HEIGHTS, CITY OF	HEALTH PRETAX	3968.34
PAYROLL CHECKS ON 12/28/2018		55476.57
	Claims Total	**324687.97**
	General Fund	173075.98
	Road Use Tax	51662.27
	Capital Projects 17-18	11871.50
	University Avenue Redesign	44164.00
	Sewer	1830.98
	Landfill/Garbage	22540.77
	Storm Water	18951.33
	Revolving Fund	591.14
		324687.97

November 2018 Revenue	
General Fund	290520.45
Road Use Tax	54488.49
Employee Benefits	63959.99
Police Pension	20.69
Police Preforfeiture	0.51
TIF	120777.53
Debt Service	46905.90
Landfill/Garbage	29257.64
Storm Water	31992.82
	637924.02

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			BANKERS TRUST 073000642				
1688	12/28/2018	100124	AMANDA A WOODS	1496.38			
1689	12/28/2018	100124	AMANDA A WOODS	400.00			
1690	12/28/2018	100124	AMANDA A WOODS	25.00			
1691	12/28/2018	100125	TAMMY L BREESE	1394.85			
1692	12/28/2018	100127	ROBBY L PEARSON	2183.10			
1693	12/28/2018	100141	DEREK L MEYER	2050.27			
1694	12/28/2018	100141	DEREK L MEYER	420.00			
1695	12/28/2018	100141	DEREK L MEYER	140.00			
1696	12/28/2018	100141	DEREK L MEYER	904.84			
1697	12/28/2018	100141	DEREK L MEYER	420.00			
1698	12/28/2018	100141	DEREK L MEYER	140.00			
1699	12/28/2018	100152	ANDREW S NISSEN	300.00			
1700	12/28/2018	100152	ANDREW S NISSEN	1586.56			
1702	12/28/2018	100154	CHAD E NORRIS	1764.81			
1703	12/28/2018	100157	MATTHEW PALMER	1831.02			
1704	12/28/2018	100159	JOSEPH ROETMAN	1777.65			
1705	12/28/2018	100162	MARK DAVISON	1612.31			
1706	12/28/2018	100162	MARK DAVISON	951.32			
1707	12/28/2018	100164	MICHAEL IRLBECK	1687.57			
1708	12/28/2018	100165	CHRISTOPHER CLINGAN	1769.38			
1709	12/28/2018	100166	RYAN BOWERS	1875.75			
1710	12/28/2018	100167	KYLE JOHNSON	1714.45			
1711	12/28/2018	100169	ERIC CHAD MCCLUSKEY	2122.77			
1712	12/28/2018	400279	MEGAN L WILLETT	254.18			
1713	12/28/2018	400235	JAMES MEASE	452.30			
1714	12/28/2018	400241	KELLY MILLER	1092.98			
1715	12/28/2018	400251	NICHOLAS EVANS	1133.46			
1716	12/28/2018	400259	JEFF PRICE	1035.82			
1717	12/28/2018	400165	DARREN R SKERIES	168.72			
1718	12/28/2018	400211	DAVID A LANGLEY	439.81			
1719	12/28/2018	400221	TIMOTHY F MAHER	469.99			
1720	12/28/2018	400229	GERRIT FOREMAN	1331.30			
1721	12/28/2018	400238	SEAN LUNDE	252.61			
1722	12/28/2018	400247	COLBY MARTIN	169.77			
1723	12/28/2018	400252	JASON RUNGE	252.61			
1724	12/28/2018	400253	BRETT MERSEAL	128.30			
1725	12/28/2018	400258	CHRISTIAN SETTLES	404.03			
1726	12/28/2018	400263	ZACHARY JONES	113.34			
1727	12/28/2018	400266	JACOB PEMBERTON	168.72			
1728	12/28/2018	400270	ROBERT FLEMING	472.54			
1729	12/28/2018	400277	BRYAN A KOSTER	931.02			
1730	12/28/2018	100537	SHEILAH LIZER	1726.21			
1731	12/28/2018	100171	DANIEL MORGAN	979.28			
1732	12/28/2018	100173	AUSTIN J KING	982.91			
1733	12/28/2018	100183	PHILIP R NATIONS	97.95			
1734	12/28/2018	100183	PHILIP R NATIONS	881.56			
1735	12/28/2018	100195	CRAIG C STOECKER	10.00			
1736	12/28/2018	100195	CRAIG C STOECKER	1264.99			
1737	12/28/2018	100196	WILLIAM R GOODRICH	1486.32			
1738	12/28/2018	100534	SARAH BOOTS	602.64			
1739	12/28/2018	100533	MICHELE DENKINGER	1364.51			
1740	12/28/2018	100519	DAVID J BURGESS	600.27			
1741	12/28/2018	100536	ELIZABETH HANSEN	200.00			

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1742	12/28/2018	100536	ELIZABETH HANSEN	500.00			
1743	12/28/2018	100536	ELIZABETH HANSEN	250.00			
1744	12/28/2018	100536	ELIZABETH HANSEN	1999.31			
1745	12/28/2018	100543	TRAVIS A COOKE	1866.64			
1746	12/28/2018	100226	DALTON JACOBUS	1554.56			
1747	12/28/2018	100527	JESSICA VOGEL	1269.89			
			BANK TOTAL	55476.57			
			REPORT TOTAL	55476.57			

Resolution No. 19-0104
A RESOLUTION APPOINTING A MEMBER AND ALTERNATE MEMBER(S) TO THE POLK COUNTY EMERGENCY MANAGEMENT COMMISSION

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

WHEREAS, the Commission shall be composed of a member of the board of supervisors, the sheriff, and the mayor from each city within the county; and

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

WHEREAS, for any activity related to approval or amendment of the Commission's budget as addressed in section 29C.17, subsection 2, or chapter 24 of the Code of Iowa, participation shall be by a commission member or a designated alternate that is an elected official from the same designated entity; and

WHEREAS, the commission members shall be the operational liaisons between their jurisdiction and the commission; and

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

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

Now, Therefore, Be It Resolved that the City of Windsor Heights appoints the City's Mayor, Dave Burgess, as the City's Emergency Management Commission Member; and

Be it Further Resolved that the City of Windsor Heights appoints Mayor Pro Tem, Mike Jones, as an Alternate Elected Member for the City's representation on the Emergency Management Commission.

Be it Further Resolved that the City of Windsor Heights appoints the Public Safety Director/Police Chief and Police Captain will serve as the City's Alternate Non-Elected Representatives; and

Be It Further Resolved that the Member or Alternate Members attend the Commission meetings on behalf of City of Windsor Heights.

Passed and Approved this 7th day of January, 2019.

_____
Dave Burgess, Mayor

Attest:_____
Travis Cooke, City Clerk

Resolution No. 19-0105

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF CITY COUNCIL MEMBERS TO THE BOARD OF THE METRO WASTE AUTHORITY FOR 2019

WHEREAS, the City of Windsor Heights, Iowa is a duly organized municipality within Polk County; and

WHEREAS, each year the Mayor shall appoint or reappoint individuals as members to various boards, commissions and committees-including, but not limited to, the Board of the Metro Waste Authority; and

WHEREAS, in order to make the above appointment it is required that the Council approve such appointment by resolution.

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

Council Member Threase Harms is hereby appointed as the regular primary member representative of the Metro Waste Authority Board and Michael Loffredo is hereby appointed as an alternate member of the Metro Waste Authority Board effective for calendar year 2019.

Passed and Approved this 7th Day of January, 2019.

_____
Dave Burgess, Mayor

Attest:

_____
Travis Cooke, City Clerk

BOLTON & MENK
Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Owner: City of Windsor Heights, IA **Date of Current Issue:** 12-27-2018

Project: 2017 Sidewalk Improvements **Date of Original Issue:** 5-22-2018

Owner Project No.: _____ **Comp. Date:** **Substantial** July 17, 2018 **Final** _____

Contractor: Kingston Services **BMI Project No.:** A13113494

Date(s) of Inspection(s): 5-17-2018, 5-18-2018, 7-24-2018, 9-17-2018, 9-27-2018, 10-3-2018, 10-17-2018, 12-19-2018, 12-27-2018

Below is a partial list of items, which must be completed or corrected prior to final acceptance of the subject project. This list may not be final, additional items may be added at a later date.

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
1	All		Seal driveway joints.			X	Spring 2019		
2	All		Thatch all yards.		X		Spring 2019		
3	Del Matro	Corners of 73rd	Remove rocks from both corners, fill ruts, and seed.		X		Spring 2019		
4	Del Matro	7219	Remove rocks from yard and seed.			X	Spring 2019		
5	Del Matro	7218	Pick rocks, add fill in areas settled along driveway, and seed.		X		Spring 2019		

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
6	Del Matro	7214	Add fill in areas settled along driveway and seed. Overseed yard.		X		Spring 2019		
7	Del Matro	7208	Remove rocks in yard, remove weeds, add fill in settled areas along driveway, and overseed. Repair cracked driveway and chipped edge.		X		Spring 2019		
8	Del Matro	7200	Add fill in areas settled along driveway and seed. Remove rocks and overseed yard.		X		Spring 2019		
9	Del Matro	7122	Add fill in areas settled in yard and along driveway, and seed. Remove rocks and overseed yard.	X					
10	Del Matro	7118	Add fill in areas settled along driveway and seed.		X		Spring 2019		
11	Del Matro	7114	Replace cracked sidewalk panels. Regrade, remove rocks, and seed around curb stop.		X		Spring 2019		
12	Del Matro	7108	Replace cracked sidewalk panel, west of driveway. Remove rocks in yard, backfill along driveway, and overseed. Fix curb stop and add cap.	X					
13	Del Matro	7104	Regrade, remove rocks, and seed around curb stop.		X		Spring 2019		
14	Del Matro	7022	Regrade, remove rocks, and seed around curb stop. Add fill in areas settled along driveway and seed. Remove buried rock in yard. Route & seal crack in west side driveway flare.	X					
15	Del Matro	7018	Add fill along front edge of sidewalk and overseed yard.		X		Spring 2019		

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
16	Del Matro	7014	Remove rocks in yard/along sidewalk and seed.	X					
17	Del Matro	7008	Remove sidewalk panels west of driveway, due to settlement. Add fill in areas settled along driveway and seed. Seed around outlet pop-up grate in yard.		X		Spring 2019		
18	Del Matro	7004	Add fill in areas settled along driveway & sidewalk and seed. Remove rocks, add fill behind curb, and seed. Remove weeds and overseed.	X					
19	Del Matro	SE corner of 70th	Replace settled turning space sidewalk panel at SE corner.	X					
20	Del Matro	6926	Add fill in areas settled along driveway and seed. Seed around curb stop. Re-seed between curb & sidewalk.		X		Spring 2019		
21	Del Matro	6916	Remove rocks, add fill, and seed in areas settled along driveway. Add fill along sidewalk edge and seed. Route & seal cracks in driveway. Remove weeds & overseed.	X					
22	Del Matro	6826	Add fill in areas settled along driveway & sidewalk and seed. Remove rocks in yard and overseed.	X					
23	Del Matro	6816	Add fill in areas settled along driveway and seed. Seed along back of curb. Route & seal crack in curb flares.	X					
24	Del Matro	6804	Add fill in areas settled along driveway and seed. Remove rocks in yard and overseed. Add fill along sidewalk.	X					

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
25	Del Matro	SE corner of 68th	Remove rocks and overseed.	X					
26	Del Matro	6716	Add fill in areas settled around driveway and seed. Route & seal joint in driveway flare. Overseed yard.	X					
27	Del Matro	6708	Add fill in areas settled along driveway and seed. Add fill around curb stop and seed. Remove rocks in yard. Overseed yard.	X					
28	Del Matro	6704	Add fill in areas settled along driveway and seed. Remove rocks in yard and overseed. Remove west driveway flare due to crack. Add fill along sidewalk.		X		Spring 2019		
29	Del Matro	SW corner of Del Matro Ct	Replace turning space sidewalk panel.	X				WFK	12-27-18
30	Del Matro	SE corner of Del Matro Ct	Cut back and replace curbs at the ADA ramp.	X				WFK	12-27-18
31	Del Matro	6616	Remove rocks in yard. Add fill in areas settled along driveway and seed. Add fill along sidewalk edge and seed. Overseed yard.	X					
32	Del Matro	6608	Replace east half of driveway, due to settlement. Remove rocks along curb and seed.		X		Spring 2019		
33	Del Matro	6604	Add fill in areas settled along driveway and seed. Remove rocks in yard and seed. Overseed yard.		X		Spring 2019		

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
34	Del Matro	SW corner of 66th	Ramp out of compliance, remove and replace. Fill behind curb and seed.		X		Spring 2019		
35	Del Matro	SW corner of 66th	Curb holding water at ramp, lower intake to get more grade.			X	Spring 2019		
36	Del Matro	6530	Remove rocks in yard and overseed. Add fill along sidewalk.	X					
37	Del Matro	6510	Add fill in areas settled along driveway and seed. Remove rocks in yard, and overseed.	X					
38	Del Matro	6506	Add fill in areas settled along driveway and seed. Remove rocks in yard, and overseed.	X					
39	Del Matro	6502	Add fill in areas settled along driveway and seed. Remove rocks in yard, and overseed.	X					
40	Del Matro	6420	Add fill in areas settled along driveway and seed. Overseed yard.	X					
41	Del Matro	6416	Add fill in areas settled along driveway and seed.	X					
42	Del Matro	6412	Add fill in areas settled along driveway and seed. Add fill along sidewalk edge and seed. Overseed yard.	X					
43	Del Matro	6408	Add fill along sidewalk edge and seed. Overseed yard.	X					

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
44	Del Matro	6404	Add fill in areas settled along driveway and seed. Add fill along sidewalk edge and seed.	X					
45	Del Matro	Corners of 64th	Add fill along curb lines and seed. Add fill along sidewalks and seed.		X		Spring 2019		
46	64th St.	All	Re-seed all yards.		X		Spring 2019		
47	64th St.	1545	Add fill in areas settled along driveway and sidewalk.	X				WFK	12-19-18
48	64th St.	1537	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk.	X				WFK	12-19-18
49	64th St.	1523	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk.	X				WFK	12-19-18
50	64th St.	1517	Add fill along driveway and sidewalk. Adjust curb stop to grade.	X				WFK	12-19-18
51	64th St.	1515	Route & seal cracks in driveway flares.	X				WFK	12-19-18
52	64th St.	1513	Add fill in areas settled along driveway. Adjust curb stop to grade. Route & seal cracks in driveway flares.	X				WFK	12-19-18
53	64th St.	1509	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk.	X				WFK	12-19-18
54	64th St.	1507	Remove rocks in yard. Add fill in areas settled along driveway.	X				WFK	12-19-18
55	64th St.	1501	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk.	X				WFK	12-19-18
56	64th St.	1449	Remove rocks in yard. Add fill in areas settled along driveway. Replace south driveway flare.		X		Spring 2019		

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
57	64th St.	1441	Adjust curb stop to grade. Add fill along sidewalk.	X				WFK	12-19-18
58	64th St.	1439	Add fill in areas settled along driveway.	X					
59	64th St.	1437	Add fill in areas settled along driveway. Route & seal cracked driveway flare.	X				WFK	12-19-18
60	64th St.	1427	Remove rocks in yard. Add fill in areas settled along driveway. Remove & replace cracked driveway and sidewalk panels.		X		Spring 2019		
61	64th St.	1423	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk. Adjust curb stop to grade.	X				WFK	12-19-18
62	64th St.	1419	Remove rocks in yard. Add fill in areas settled along sidewalk.	X				WFK	12-19-18
63	64th St.	1415	Remove rocks in yard.	x				WFK	12-19-18
64	64th St.	1411	Route & seal cracks in driveway flares.			X	Spring 2019		
65	64th St.	1407	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk. Route & seal cracks in driveway flare. Adjust curb stop to grade.		X		Spring 2019		
66	64th St.	1403	Remove rocks in yard. Add fill in areas settled along sidewalk. Route & seal cracks in driveway flare.		X		Spring 2019		
67	64th St.	1401	Remove rocks in yard. Add fill in areas settled around driveway and sidewalk. Due to settlement, replace two sidewalk panels south of driveway, and south half of driveway behind the sidewalk.		X		Spring 2019		
68	64th St.	1339	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk. Adjust curb stop to grade.	X				WFK	12-19-18

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
69	64th St.	1321	Add fill in areas settled along sidewalk. Adjust curb stop to grade.	X				WFK	12-19-18
70	64th St.	1317	Add fill along driveway and sidewalk.	X				WFK	12-19-18
71	64th St.	1315	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk.	X				WFK	12-19-18
72	64th St.	1313	Add fill along driveway and sidewalk.	X				WFK	12-19-18
73	64th St.	1311	Remove rocks in yard. Adjust curb stop to grade.	X				WFK	12-19-18
74	64th St.	1303	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk. Route & seal cracks in driveway flare.	X				WFK	12-19-18
75	64th St.	1231	Remove rocks in yard. Adjust curb stop to grade.	X				WFK	12-19-18
76	64th St.	1227	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk. Replace south half of driveway approach.		X		Spring 2019		
77	64th St.	1225	Remove rocks in yard. Add fill in areas settled along driveway.	X				WFK	12-19-18
78	64th St.	1213	Remove rocks in yard. Add fill in areas settled along driveway. Adjust curb stop to grade.	X				WFK	12-19-18
79	64th St.	1205	Remove rocks in yard. Add fill in areas settled along driveway and sidewalk. Reset 'No Parking' sign.	X				WFK	12-19-18
80	64th St.	1201	Remove rocks in yard. Add fill in areas settled along sidewalk. Regrade/shape yard to drain.		X		Spring 2019		
81	63rd St.	All	Hand pick rocks along all of 63rd St.		X		Spring 2019		

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
82	63rd St.	All	Check that **all** curb stop caps are operable and clear of concrete.			X	Spring 2019		
83	63rd St.	1234 - 1236	Remove and replace sidewalk from 1234 to 1236 due to misalignment.			X	Spring 2019		
84	63rd St.	1236	Add fill & grade behind retaining wall. Set existing retaining wall blocks at 1336.	X				WFK	12-19-18
85	63rd St.	1238	Add rock between retaining wall and sidewalk.			X	Spring 2019		
86	63rd St.	1314	Add fill & grade behind retaining wall.	X				WFK	12-19-18
87	63rd St.	1330	Add fill & grade behind retaining wall.	X				WFK	12-19-18
88	63rd St.	1336	Remove over pour concrete next to driveway and grade between driveways.	X				WFK	12-19-18
89	63rd St.	1400	Remove & replace two cracked panels at south end of the driveway approach.			X	Spring 2019		
90	63rd St.	1404	Rebuild existing wooden wall along driveway to the point where dirt is not exposed.	X					
91	63rd St.	1406	Replace cracked/broken curb at north of driveway.			X	Spring 2019		
92	63rd St.	1410	Replace broken retaining wall blocks, near driveway. Extend wall back to bend in the existing railroad tie wall. Install guards for subdrain outlets in retaining wall.		X		Spring 2019		
93	63rd St.	1430	Adjust curb stop to grade.	X				WFK	12-19-18
94	63rd St.	1432/ 1434	Add rock between retaining wall and sidewalk.			X	Spring 2019		

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
95	63rd St.	1440	Add fill in settled areas along sidewalk. Add rock between retaining wall and sidewalk. Pull retaining wall back from driveway edge. Remove clay in yard.		X		Spring 2019		
96	63rd St.	1444	Add rock between retaining wall and sidewalk.			X	Spring 2019		
97	63rd St.	6301 Sunset	Add fill in settled areas along sidewalk.	X				WFK	12-19-18
98	63rd St.	1504	Add fill in settled areas along sidewalk.	X				WFK	12-19-18
99	63rd St.	1508	Add fill in settled areas along sidewalk.	X				WFK	12-19-18
100	63rd St.	1512	Add fill in settled areas along sidewalk. Add fill & grade behind retaining wall.	X				WFK	12-19-18
101	63rd St.	1516	Add fill in settled areas along sidewalk. Add fill & grade behind retaining wall. Pull retaining wall back from driveway edge.	X				WFK	12-19-18
102	63rd St.	1534	Add fill in settled areas along sidewalk.	X				WFK	12-19-18
103	63rd St.	1538	Add fill in settled areas along sidewalk.	X				WFK	12-19-18
~~104~~	~~63rd St.~~	~~1400~~	~~Remove & replace two cracked panels at south end of the driveway approach.~~ Duplicate of Item 89			~~X~~			
~~105~~	~~63rd St.~~	~~1404~~	~~Rebuild existing wooden wall along driveway to the point where dirt is not exposed.~~ Duplicate of Item 90			~~X~~			
106	63rd St.	SW corner of Colby	Remove plastic from detectable warning panels. Backfill hole by utility pole.	X				WFK	12-19-18

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
107	63rd St.	SW corner of College	Remove plastic from detectable warning panels	X				WFK	12-19-18
108	63rd St.	NW corner of Colby	Route & Seal crack in curb.			X	Spring 2019		
109	63rd St.	SW corner of Sunset	Curb lip greater than ½" allowable rise, per ADA. Remove and replace. Remove and replace ramp due to non-compliant slopes.			X	Spring 2019		
110	63rd St.	NW corner of Sunset	Reset DART sign.	X				WFK	9-27-2018
111	Parking Lot		Seal joints	X				WFK	10-26-2018
112	Parking Lot		Replace damaged driveway approach next door	X				WFK	12-19-18
113	Parking Lot		Rout and seal all cracks			X	Spring 2019		
114	Parking Lot		Remove all concrete chunks around the site			X	Spring 2019		
115	Parking Lot		Backfill curb on east side of parking lot and north side of driveway	X				WFK	10-26-2018
116	Parking Lot		Remove all traffic control	X				WFK	10-26-2018

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2017 Sidewalk Improvements
Project No.: A13113494

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
117	Parking Lot		Remove excess construction material	X				WFK	10-26-2018
118	Parking Lot		Put landscape fabric and rock back on north side of driveway adjacent to dentist's office	X				WFK	10-26-2018
119	Parking Lot		Replace panel the pump truck damaged in dentist parking lot	X				WFK	12-19-18
120	Del Matro	NE corner of 73rd	Remove & replace turning space due to settlement.			X	Spring 2019		
121	Del Matro	SE corner of 73rd	Remove & replace turning space due to settlement. Remove & replace sidewalk panels between turning space and the driveway at 7218 due to non-compliant slopes.		X		Spring 2019		
122	Del Matro	SW corner of 70th	Remove & replace ramp between turning space and driveway at 7004 due to non-compliant slopes.			X	Spring 2019		
123	64th St	SE corner of Sunset	Remove & replace turning space due to settlement.			X	Spring 2019		
124	64th St.	NE corner of University	Remove & replace turning space due to non-compliant slopes.			X	Spring 2019		

NOTE: Items marked as completed but not accepted are due to seeding, which will be evaluated in spring of 2019.

BOLTON & MENK
Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2018 HMA Resurfacing
Project No.: A13.115164

Owner: City of Windsor Heights, IA **Date of Current Issue:** 12-27-2018

Project: 2018 HMA Resurfacing **Date of Original Issue:** 9-24-2018

Owner Project No.: _____ **Comp. Date:** **Substantial** Oct 1, 2018 **Final** _____

Contractor: Grimes Asphalt **BMI Project No.:** A13.115164

Date(s) of Inspection(s): 9-24-2018, 10-11-2018 , 10-24-2018, 10-25-2018, 10-30-2018, 12-27-2018

Below is a partial list of items, which must be completed or corrected prior to final acceptance of the subject project. This list may not be final, additional items may be added at a later date.

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
1	Northwest Dr		Raise manhole at 64th St & Northwest Dr	X				JLE	10-24-18
2	Northwest Dr		Fix spot by sump pump	X				JLE	10-24-18
3	69th St		Raise manhole at 69th St & Northwest.	X				JLE	10-24-18
4	69th St		Backfill and seed along new curb	X				WFK	12-27-18
5	69th St		Seal between street and new curb	X				WFK	12-27-18

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: 2018 HMA Resurfacing
Project No.: A13.115164

Item No.	Street	Address	Item Description	Current Status				Accepted	
				Complete	Partial Completion	No Action	Expected Completion Date	By	Date
6	69TH St	1806	Replace removed curb section, backfill, and seed.	X				WFK	12-27-18
7	69th St	1815	Replace removed curb section, backfill, and seed.	X				WFK	12-27-18
8	69th & Washington		Backfill and seed along new sidewalk ramp.	X				WFK	12-27-18
9	65th St	946-948	Raise manhole	X				JLE	10-24-18
10	69th & Washington	NE corner	ADA ramp running slope greater than 8.3%. Remove and replace.	X				WFK	12-27-18
11	69th & Washington	NW corner	ADA ramp not 4.0’ minimum width between landing and truncated warning panel. Running slope greater than 8.3%. Remove and replace.	X				WFK	12-27-18
12	Public Works		Backfill around edges and seed.	X				WFK	12-27-18

BOLTON & MENK
Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: Sunset Terrace Reconstruction
Project No.: A13113495

Owner: City of Windsor Heights, IA **Date of Current Issue:** 11-28-2018

Project: Sunset Terrace Reconstruction **Date of Original Issue:** 5-9-2018

Owner Project No.: _____ **Comp. Date:** **Substantial** 12-6-2017 **Final** _____

Contractor: Sternquist Construction **BMI Project No.:** A13113495

Date(s) of Inspection(s): 5-1-2018, 5-11-2018, 5-31-2018, 6-1-2018, 7-31-2018, 9-24-2018, 11-28-2018

Below is a partial list of items, which must be completed or corrected prior to final acceptance of the subject project. This list may not be final, additional items may be added at a later date, including Des Moines Water Works items.

Item No.	Reference	Item Description	Current Status			Notes	Accepted	
			Complete	Partial Complete	Expected Completion Date		By	Date
1	Mid-block to 66th, 66th to 68th, Midblock to 73rd.	Overseed areas that are not growing grass.	X					
2	Midblock between 66th & 64th St.	Lower subdrain cleanout on north side of street. Casting does not fit.	X				WFK	5-11-2018
3	Midblock to 66th St.	Seal all driveway expansion joints at back of curb.	X				WFK	6-1-2018
4	All Phases	Check that all subdrain cleanout lids are operable and clear of concrete.	X				WFK	5-11-2018

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: Sunset Terrace Reconstruction
Project No.: A13113495

Item No.	Reference	Item Description	Current Status			Notes	Accepted	
			Complete	Partial Complete	Expected Completion Date		By	Date
5	66th St. Intersection	Backfill and seed behind curb around all radii.	X					
6	All Phases	Seal all joints around manhole boxouts.	X				WFK	6-1-2018
7	66th St. SW Corner	Pick rocks around hydrant and valve, and restore.	X					
8	6627 Sunset Ter.	Manhole lid won't open.	X				WFK	5-11-2018
9	6786 Sunset Ter. To 68th St.	Some joints in this area not sealed.	X				WFK	6-1-2018
10	68th St. SE Corner	Remove concrete covering gate valve lid so it will open.	X				WFK	5-11-2018
11	68th St. SE corner	Saw & seal crack in pavement.	X				WFK	6-1-2018
12	68th St. Intersection	Backfill and seed behind curb around all radii.	X					
13	68th St. SW Corner	Remove concrete covering gate valve lid so it will open.	X				WFK	5-11-2018
14	6826 Sunset Ter.	Fix low spot holding water along driveway.		X		Needs to be seeded	WFK	9-24-2018
15	All	Install rodent guards at subdrain outlets.	X				WFK	5-11-2018
16	Midblock between 68th & 70th St.	Backfill and seed around intake structure.	X					

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: Sunset Terrace Reconstruction
Project No.: A13113495

Item No.	Reference	Item Description	Current Status			Notes	Accepted	
			Complete	Partial Complete	Expected Completion Date		By	Date
17	6825 Sunset Ter.	Lower manhole.					WFK	6-1-2018
18	70th St. NE corner	Fix ponding along gutter and in street by intake.	x				WFK	9-24-2018
19	70th St. Intersection	Backfill and seed behind curb around all radii.	X					
20	7004 Sunset Ter.	Remove remnant piece of metal in front yard along curb	X				WFK	6-1-2018
21	7014/7015 Sunset Ter.	Backfill and seed around subdrain cleanouts.	X					
22	7023 Sunset Ter.	Ground settling around curb stop, add fill and seed.	X					
23	All	Check that all manhole lids are operable.	X				WFK	5-11-2018
24	7108/7109 Sunset Ter.	Backfill and seed around subdrain cleanouts.	X					
25	7114 Sunset Ter.	~~Adjust hydrant valve to finished grade~~ (Can't Adjust), and backfill around and seed.	X					
26	Intakes	Clean intakes	X				WFK	5-11-2018
27	6803 Sunset Ter.	Fix broken/gouged curb.	X				WFK	6-1-2018
28	All	Backfill golf cart tracks in yards and seed.	X				WFK	11-28-2018

BOLTON & MENK

Real People. Real Solutions.

PUNCH LIST

Owner: City of Windsor Heights, IA
Project: Sunset Terrace Reconstruction
Project No.: A13113495

Item No.	Reference	Item Description	Current Status			Notes	Accepted	
			Complete	Partial Complete	Expected Completion Date		By	Date
29	6816 Sunset Ter.	Fix wire to yard light that is cut and exposed.	X				WFK	6-1-2018
30	6785 Sunset Ter.	Remove rocks in yard, piece of remnant concrete, and grade pile of dirt near utility pole.	X				WFK	11-28-2018
31	7004 Sunset Ter.	Kill and remove weeds and seed		X				
32	SW Corner of 68th St.	Clean concrete off new hydrant. (From DSM Water Works)						
33	6720 Sunset Ter.	Fill settlement around hydrant and between hydrant and curb. Seed.		X		Needs to be seeded	WFK	9-24-2018
34	70th St. NW corner	Sidewalk ramp curb lip greater than 0.5”. Ramp slopes not compliant. Remove & replace.						

NOTE: Items marked as completed but not accepted are due to seeding, which will be evaluated in spring of 2019.

Resolution No. 18-1250

A RESOLUTION APPROVING THE INDEPENDENT AUDITOR'S FINAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2018

WHEREAS, the City of Windsor Heights is an incorporated City in Polk County, Iowa; and

WHEREAS, the City of Windsor Heights has entered into an agreement for audit services with Martens & Company, CPA, LLP; and

WHEREAS, Martens & Company, CPA, LLP, has audited the fiscal year 2018, financial statements of the City's governmental and business type activities; and

WHEREAS, Martens & Company, CPA, LLP, has prepared the final fiscal year 2018, report now on file at City Hall**;** and

WHEREAS, representatives of Martens & Company, CPA, LLP, presented their findings to the Mayor and Council at the December 17, 2018, Council meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Windsor Heights, Iowa, on this 7th day of January, 2019, that the Independent Auditor's Report of Basic Financial Statements and Supplementary Information Schedule of Findings are hereby approved.

Passed and approved this 7th day of January, 2019.

_____
David Burgess, Mayor

Attest: _____
Travis Cooke, City Clerk

MARTENS & COMPANY, CPA, LLP
CERTIFIED PUBLIC ACCOUNTANTS
4949 Pleasant Street, Suite 104
West Des Moines, Iowa 50266
(515)-223-4841
FAX: (515)-223-0851

December 20, 2018

To the Honorable Mayor and
Members of the City Council:

In response to the request at the audit presentation, I am pleased to submit the following thoughts on "component units".

A component unit is a legally separate organization for which the primary government is accountable or closely related. A component unit may be a governmental organization (except for a primary government), a non-profit corporation, or a for-profit corporation. Requirements for inclusion in the financial reporting entity are set forth in GASBS No. 14.

Control over the component unit is only one of many factors to be considered in determining inclusion in the City report. Some of the other factors to consider are as follows:

1. Does the component unit have separate corporate powers - is it legally separate from the City?

2. Does the City hold the corporate powers of the component unit?

3. Does the City appoint a voting majority of the component unit?

4. Can the City impose its will on the component unit by significantly influencing the program, project, activities, or level or service?

5. Is the component unit fiscally dependent on the City?

6. Does a financial benefit or burden exist?

7. Is the component unit for the purpose of enhancing delivery of City services?

8. Should the component unit be included because of the nature and significance of its relationship with the City?

9. Would the exclusion of the component unit render the financial statements misleading?

10. Does the component unit provide services entirely, or almost entirely, to the City or otherwise exclusively, or almost exclusively, benefit the City even though it does not provide services directly to it?

By answering yes to any of the above, the component unit should be included in the financial reporting of the City.

The Windsor Heights Foundation serves the City by making grants to the City, and funding City celebrations; Music in the Park, dog park, etc. It is therefore a component unit.

The Windsor Heights Firefighters conduct fund raisers for the benefit of the Fire Department. It is also a component unit.

Please let me know if you have any further questions on the component units. I feel the both of these component units rightfully belong on the report.

Sincerely,

Marvin D. Berger, CPA

MDB:lr

ITEM #9C
DATE:11/29/2018

COUNCIL ACTION FORM

AGENDA ITEM:

November 29, 2018

FROM: Sheilah Lizer, Building and Zoning Official

SUBJECT: New floodplain regulations and maps

The city of Windsor Heights has participated in the National Flood Insurance Program since 1977. As a condition of participation, the city must maintain a compliant floodplain management ordinance that satisfies FEMA and the State of Iowa. With the new Polk County floodplain maps becoming effective on Feb. 1st, 2019, FEMA has instructed the city to update its floodplain regulations and adopt the new maps and to ensure full compliance with the National Flood Insurance Program (NFIP). In order to remain in good standing with the NFIP, the city council must approve the new floodplain ordinance and adopt the new Flood Insurance Rate Maps (effective on Feb. 1, 2019).

You will notice that optional language is highlighted in blue. Adding the higher regulatory standards provided in the model ordinance allows communities the option to go above and beyond the minimum criteria of the National Flood Insurance Program and State of Iowa's floodplain management rules. In adopting these optional higher standards, communities will further reduce flood damages to new construction in the floodplain. The additional language will lower the pricing for flood insurance for these properties as well.

CHAPTER 169 ZONING CODE – OVERLAY DISTRICTS 169.04 Floodplain and Floodway Overlay District will need to be remanded in order to adopt the current version.

POSSIBLE SOLUTIONS/OPTIONS:

1. Adopt the Polk County floodplain maps becoming effective on Feb. 1st, 2019, and new floodplain regulations to reference the new maps to ensure full compliance with the National Flood Insurance Program (NFIP). Include the language that requires additional regulations. Remand Chapter 169 Zoning Code Overlay District 169.04.
2. Do not adopt the Polk County floodplain maps becoming effective on Feb. 1st, 2019, and new floodplain regulations to reference the new maps to ensure full compliance with the National Flood Insurance Program (NFIP).

3. Adopt the Polk County floodplain maps becoming effective on Feb. 1st, 2019, and new floodplain regulations to reference the new maps to ensure full compliance with the National Flood Insurance Program (NFIP). Do not include the language that requires additional regulations. Remand Chapter 169 Zoning Code. Overlay district 169.04.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning Commission recommends option 1.

SAMPLE FLOODPLAIN MANAGEMENT ORDINANCE

FOR IOWA CITIES WITH DETAILED FLOOD INSURANCE STUDIES

LEGAL AUTHORITY: CHAPTER 414, CODE OF IOWA

The attached sample ordinance is designed to meet the minimum requirements for acceptance in the National Flood Insurance Program for cities which have a detailed Flood Insurance Study (FIS) issued by the Federal Emergency Management Agency (FEMA). Specific floodplain management criteria are set forth in **Section 60.3(d)** of the rules and regulations as published in the October 1, 1994, Federal Register

This ordinance is a special-purpose zoning ordinance established under authority of Chapter 414 of the Iowa Code **(city zoning)**. The ordinance establishes zoning districts for the flood hazard areas within the community as identified by the FIS and regulates development only in those floodplain zones. The provisions of this ordinance can also be incorporated into an existing zoning ordinance by establishing the floodplain zones as overlay districts. The standards for floodplain development would then be in addition to the requirements of the primary or underlying zoning district. It should be stressed that this is only a sample and that each community should carefully review the content of the ordinance to ensure that it is compatible with existing community administration, policies, etc.

This ordinance establishes a development permit system which requires a permit for all development within the floodplain zones. Specific performance standards for construction within those areas are given in Sections VI, VII, VIII and IX of this ordinance.

Areas where you must insert your appropriate local information are denoted in **red font**. Please insert the appropriate information in those designated areas and change to black font.

Suggested higher standards and other optional/alternative language are denoted in **blue** font. Informational notes are denoted in **green** font. If you choose to adopt a suggested optional/alternative language, please convert that portion to **black** font and remove the *italic* formatting.

Please delete any unused optional/alternative language and informational notes from the ordinance before adoption.

Please feel free to call or write if you have any questions.

Floodplain Management and Dam Safety Section
Department of Natural Resources
Wallace State Office Building
502 East 9th Street
Des Moines, Iowa 50319-0034
515-725-8333

TABLE OF CONTENTS

Section I	Definitions
Section II	Statutory Authority, Findings of Fact and Purpose
Section III	General Provisions
Section IV	Administration
Section V	Establishment of Zoning (Overlay) Districts
Section VI	Floodway (Overlay) District
Section VII	Floodway Fringe (Overlay) District
Section VIII	General Floodplain (Overlay) District
Section IX	Appointment and Duties of Board of Adjustments
Section X	Non-Conforming Uses
Section XI	Penalties of Violations
Section XII	Amendments

Chapter 185
FLOODPLAIN MANAGEMENT ORDINANCE

185.01 - Definitions

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

APPURTENANT STRUCTURE – A structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

BASE FLOOD - The flood having one (1) percent chance of being equaled or exceeded in any given year. (Also commonly referred to as the "100-year flood").

BASE FLOOD ELEVATION (BFE) – The elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

BASEMENT - Any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."

DEVELOPMENT - Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. "Development" does not include "minor projects" or "routine maintenance of existing buildings and facilities" as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.

ENCLOSED AREA BELOW LOWEST FLOOR – The floor of the lowest enclosed area in a building when all the following criteria are met:

a. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of 185.07(B)4a) of this Ordinance, and

b. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and

c. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and

d. The enclosed area is not a "basement" as defined in this section.

EXISTING CONSTRUCTION - Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.

EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

EXPANSION OF EXISTING FACTORY-BUILT HOME PARK OR SUBDIVISION - The preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FACTORY-BUILT HOME - Any structure, designed for residential use which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Ordinance factory-built homes include mobile homes, manufactured homes, and modular homes; and also include "recreational vehicles" which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

FACTORY-BUILT HOME PARK - A parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

FIVE HUNDRED (500) YEAR FLOOD – A flood, the magnitude of which has a two-tenths (0.2) percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every five hundred (500) years.

FLOOD - A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - The official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – A report published by FEMA for a community issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.

FLOODPLAIN - Any land area susceptible to being inundated by water as a result of a flood.

FLOODPLAIN MANAGEMENT - An overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

FLOODPROOFING - Any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

FLOODWAY - The channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one (1) foot.

FLOODWAY FRINGE - Those portions of the Special Flood Hazard Area outside the floodway.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure

HISTORIC STRUCTURE - Any structure that is:

a. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;

b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,

d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either i) an approved state program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

LOWEST FLOOR - The floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of Enclosed Area below Lowest Floor are met.

MAXIMUM DAMAGE POTENTIAL USES - Hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.

MINOR PROJECTS - Small development activities (except for filling, grading and excavating) valued at less than $500.

NEW CONSTRUCTION - (new buildings, factory-built home parks) - Those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.

NEW FACTORY-BUILT HOME PARK OR SUBDIVISION - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the effective date of the first floodplain management regulations adopted by the community.

RECREATIONAL VEHICLE - A vehicle which is:

a. Built on a single chassis;
b. Four hundred (400) square feet or less when measured at the largest horizontal projection;
c. Designed to be self-propelled or permanently towable by a light duty truck; and
d. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES – Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

a. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
b. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
c. Basement sealing;
d. Repairing or replacing damaged or broken window panes;
e. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

SPECIAL FLOOD HAZARD AREA (SFHA)- The land within a community subject to the "base flood". This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

START OF CONSTRUCTION - Includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure

on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - Anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities and/or other similar uses.

SUBSTANTIAL DAMAGE - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.
(OPTIONAL LANGUAGE: Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.)

SUBSTANTIAL IMPROVEMENT - Any improvement to a structure which satisfies either of the following criteria:

1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either (i) before the "start of construction" of the improvement , or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred.
   (ALTERNATIVE LANGUAGE: Any repair, reconstruction or improvement of a structure taking place during a 10-year period, the cumulative cost of which, equals or exceeds fifty (50) percent of the market value of the structure either (i) before the "start of construction" of the first improvement of the structure, or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred.)

   The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an "historic structure", provided the alteration will not preclude the structure's designation as an "historic structure". *[NOTE: An alternative to exempting substantially improved/damaged historic structures from the elevation requirements of the ordinance*

by definition would be to handle them individually through the variance process. This option provides the community an opportunity to require that all reasonable measures are used to reduce the structure's flood damage potential (e.g., by relocating utilities above the base flood elevation, using flood resistant materials where practicable, etc.), provided those measures do not preclude the structure's designation as an "historic structure." If this alternative is preferred, the last sentence of the previous paragraph (referring to "historic structures" should be deleted].

2. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after the effective date of the first floodplain management regulations adopted by the community shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

VARIANCE - A grant of relief by a community from the terms of the floodplain management regulations.

VIOLATION - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

185.02 - Statutory Authority, Findings of Fact and Purpose

A. The Legislature of the State of Iowa has in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.

B. Findings of Fact

1. The flood hazard areas of the City of Windsor Heights are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community.

2. These flood losses, hazards, and related adverse effects are caused by: (i) The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding and (ii) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities.

3. This ordinance relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Department of Natural Resources.

C. Statement of Purpose

It is the purpose of this Ordinance to protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in 185.02 (B) 1) of this Ordinance with provisions designed to:

1. Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.

2. Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.

3. Require that uses vulnerable to floods, including public facilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.

4. Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.

5. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

185.03 - General Provisions

A. Lands to Which Ordinance Apply

The provisions of this Ordinance shall apply to all lands within the jurisdiction of the City of Windsor Heights shown on the Official Floodplain Zoning Map as being within the boundaries of the Floodway, Floodway Fringe, General Floodplain and Shallow Flooding (Overlay) Districts, as established in 185.03

B. Establishment of Official Floodplain Zoning Map

The Flood Insurance Rate Map (FIRM) for Polk County and Incorporated Areas, City of Windsor Heights, Panels 19153C0326F, 0327F, 0329F, dated February 1, 2019, which were prepared as part of the Flood Insurance Study for Polk County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this ordinance.

C. Rules for Interpretation of District Boundaries

The boundaries of the zoning district areas shall be determined by scaling distances on the Official Floodplain Zoning Map. When an interpretation is needed as to the exact location of a boundary, the Building Officials hall make the necessary interpretation. The (Board of

Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Building Official in the enforcement or administration of this Ordinance.

D. Compliance

No structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.

E. Abrogation and Greater Restrictions

It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

F. Interpretation

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

G. Warning and Disclaimer of Liability

The standards required by this Ordinance are considered reasonable for regulatory purposes. This Ordinance does not imply that areas outside the designated Floodplain (Overlay) District areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Windsor Heights or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made there under.

H. Severability

If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

185.04 - Administration

A. Appointment, Duties and Responsibilities of Local Official

1. The Building Official is hereby appointed to implement and administer the provisions of this Ordinance and will herein be referred to as the Administrator.

2. Duties and responsibilities of the Administrator shall include, but not necessarily be limited to the following:

   a. Review all floodplain development permit applications to assure that the provisions of this Ordinance will be satisfied.

   b. Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.

   c. Record and maintain a record of (i) the elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved structures or (ii) the elevation to which new or substantially improved structures have been floodproofed.

   d. Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.

   e. Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this Ordinance.

   f. Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.

   g. Notify the Federal Insurance Administration of any annexations or modifications to the community's boundaries.

   h. Review subdivision proposals to insure such proposals are consistent with the purpose of this ordinance and advise the Planning and Zoning Commisission of potential conflict.

   i. Maintain the accuracy of the community's Flood Insurance Rate Maps when;

      1. Development placed within the Floodway (Overlay) District results in any of the following:

         a) An increase in the Base Flood Elevations, or
         b) Alteration to the floodway boundary

      2. Development place in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or

      3. Development relocates or alters the channel.

Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

j. Perform site inspections to ensure compliance with the standards of this Ordinance.

k. Forward all requests for Variances to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment.

B. Floodplain Development Permit

1. Permit Required - A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, excavation or drilling operations), including the placement of factory-built homes.

2. Application for Permit - Application shall be made on forms furnished by the Administrator and shall include the following:

   a. Description of the work to be covered by the permit for which application is to be made.

   b. Description of the land on which the proposed work is to be done (i.e., lot, block, track, street address or similar description) that will readily identify and locate the work to be done.

   c. Location and dimensions of all buildings and building additions

   d. Indication of the use or occupancy for which the proposed work is intended.

   e. Elevation of the base flood.

   f. Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of buildings or of the level to which a building is to be floodproofed.

   g. For buildings being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements.

   h. Such other information as the Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this Ordinance.

3. Action on Permit Application - The Administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable

standards of this Ordinance and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The Administrator shall not issue permits for variances except as directed by the County Board of Adjustment.

4. Construction and Use to be as Provided in Application and Plans - Floodplain Development Permits based on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Ordinance. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this Ordinance, prior to the use or occupancy of any structure.

184.05 - Establishment of Zoning (Overlay) Districts

The floodplain areas within the jurisdiction of this ordinance are hereby divided into the following districts:

A. Floodway (Overlay) District (FW) – those areas identified as Floodway on the Official Flood Plain Zoning Map;

B. Floodway Fringe (Overlay) District (FF) – those areas identified as Zone AE on the Official Flood Plain Zoning Map but excluding those areas identified as Floodway;

C. General Floodplain (Overlay) District (GF) – those areas identified as Zone A on the Official Flood Plain Zoning Map, and;

The boundaries shall be as shown on the Official Floodplain Zoning Map. Within these districts, all uses not allowed as Permitted Uses are prohibited unless a variance to the terms of this ordinance is granted after due consideration by the Board of Adjustment.

184.06 - Floodway (Overlay) District (FW)

A. Permitted Uses

All uses within the Floodway District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway District.

B. Performance Standards

All Floodway District uses allowed as a Permitted shall meet the following standards.

1. No use shall be permitted in the Floodway District that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

2. All uses within the Floodway District shall:

   a. Be consistent with the need to minimize flood damage.

   b. Use construction methods and practices that will minimize flood damage.

   c. Use construction materials and utility equipment that are resistant to flood damage.

3. No use shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility or system.

4. Structures, buildings and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.

5. Buildings, if permitted, shall have a low flood damage potential and shall not be for human habitation.

6. Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the Floodway District within the time available after flood warning.

7. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.

8. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.

9. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

184.07 - Floodway Fringe (Overlay) District FF

A. Permitted Uses

All uses within the Floodway Fringe District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway Fringe District.

B. Performance Standards

All uses must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Where 100-year flood data has not been provided on the Flood Insurance Rate Map, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

1. All structures shall:

   a. Be adequately anchored to prevent flotation, collapse or lateral movement of the structure.

   b. Use construction methods and practices that will minimize flood damage.

   c. Use construction materials and utility equipment that are resistant to flood damage.

2. Residential structures - All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the base flood elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than 1.0 ft. above the base flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers or extended foundations) may be allowed subject to favorable consideration by the Board of Adjustment, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.

   All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided with a means of access that will be passable by wheeled vehicles during the base flood. However, this criterion shall not apply where the Administrator determines there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

3. Non-residential structures - All new or substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and

other factors associated with the base flood; and that the structure, below the base flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator.

4. All new and substantially improved structures:

   a. Fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:

      (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. *(ALTERNATIVE LANGUAGE: A minimum of two (2) openings, with positioning on at least two (2) walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. [Note: The NFIP's Lowest Floor Guide requires that openings be located on "at least two walls". While FEMA does not require the ordinance to contain this language, including it might help to ensure that the property owner will receive a lower flood insurance premium])*

      (2) The bottom of all openings shall be no higher than one foot above grade.

      (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

      Such areas shall be used solely for parking of vehicles, building access and low damage potential storage. *(OPTIONAL LANGUAGE: Where the distance between the floor and ceiling of the fully enclosed area below the "lowest floor" is (FIVE (5)) feet or more, the applicant shall be required to sign and record with the (Polk County) Recorder a Non-Conversion Agreement that ensures the lower enclosed area remains compliant with the criteria outlined in SECTION VII (B)4). [Note: Community may determine the height of the lower-enclosed area at which to require the applicant to sign a Non-Conversion Agreement]*

   b. New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

   c. New and substantially improved structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities

elevated or floodproofed to a minimum of one (1) foot above the base flood elevation). *(ALTERNATIVE LANGUAGE: New and substantially improved structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities (including ductwork) elevated or floodproofed to a minimum of one (1) foot above the base flood elevation)*

5. Factory-built homes:

   a. All factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the 100-year flood level.

   b. All factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

6. Utility and Sanitary Systems:

   a. On-site waste disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.

   b. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one (1) foot above the 100-year flood elevation.

   c. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one (1) foot above the 100-year flood elevation.

   d. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

7. Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one (1) foot above the base flood elevation. Other material and equipment must either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to flood waters or (ii) be readily removable from the area within the time available after flood warning.

8. Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from the base flood with a minimum of 3 ft. of design freeboard and shall provide for adequate interior drainage. In addition, the Department of Natural Resources shall approve structural flood control works.

9. Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, the Department of Natural Resources must approve such alterations or relocations.

10. Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this Ordinance. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the base flood. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include base flood elevation data for those areas located within the Floodplain (Overlay) District.

11. Accessory Structures to Residential Uses

    a. Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied. *(NOTE: Community may choose to instead require any type of accessory structure to comply the elevation requirements as outlined in (SECTION VII(B)2.)*

        (1) The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 sq. ft. in size. Those portions of the structure located less than 1 foot above the BFE must be constructed of flood-resistant materials.

        (2) The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.

        (3) The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.

        (4) The structure shall be firmly anchored to resist flotation, collapse and lateral movement.

        (5) The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation.

        (6) The structure's walls shall include openings that satisfy the provisions of 185.07 (B) 4a) of this Ordinance.

b. Exemption from the 100-year flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

12. Recreational Vehicles

a. Recreational vehicles are exempt from the requirements of 185.07(B)5) of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied.

(1) The recreational vehicle shall be located on the site for less than 180 consecutive days, and,

(2) The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

b. Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of 185.07(B)5) of this Ordinance regarding anchoring and elevation of factory-built homes.

13. Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.

14. Maximum Damage Potential Uses – All new or substantially improved maximum damage potential uses shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator. Where 0.2% chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

185.08 - General Floodplain (Overlay) District FP

A. Permitted Uses

1. All uses within the General Floodplain District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet the applicable performance standards of the General Floodplain District.

2. Any uses which involve placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse shall be reviewed by the Department of Natural Resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.

3. Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where:

a. The bridge or culvert is located on a stream that drains less than one hundred (100) square miles, and

b. The bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(1)b, Iowa Administrative Code.

B. Performance Standards

1. All uses, or portions thereof, to be located in the floodway as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway (Overlay) District 185.06).

2. All uses, or portions thereof, to be located in the floodway fringe as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway Fringe (Overlay) District 185.07

185.09 – Appointment and Duties of Board of Adjustment

A. Appointment and Duties of Board of Adjustment - A (BOARD OF Adjustment is hereby established which shall hear and decide (i) appeals and (ii) requests for variances to the provisions of this ordinance, and shall take any other action which is required of the Board.

B. Appeals - Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this ordinance, the aggrieved party may appeal such action. The notice of appeal shall be filed with the

Board of Adjustment and with the official from whom the appeal is taken and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the documents constituting the record upon which the action appealed from was taken.

C. Variance - The (BOARD OF Adjustment may authorize upon request in specific cases such variances from the terms of this Ordinance that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship. Variances granted must meet the following applicable standards.

1. Variances shall only be granted upon: (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.

2. Variances shall not be issued within any designated floodway if any increase in flood levels during the 100-year flood would result. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

3. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

4. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage and (ii) such construction increases risks to life and property.

5. All variances granted shall have the concurrence or approval of the Department of Natural Resources.

D. Hearings and Decisions of the Board of Adjustment

1. Hearings. Upon the filing with the (BOARD OF Adjustment of an Appeal or a request for a Variance, the Board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may

request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Department of Natural Resources.

2. Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in 185.09(D) 2 (B)).

   A. Factors Upon Which the Decision of the (BOARD OF Adjustment Shall be Based. In passing upon applications for Variances, the Board shall consider all relevant factors specified in other sections of this Ordinance and:

      1. The danger to life and property due to increased flood heights or velocities caused by encroachments.

      2. The danger that materials may be swept on to other land or downstream to the injury of others.

      3. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.

      4. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

      5. The importance of the services provided by the proposed facility to the City.

      6. The requirements of the facility for a floodplain location.

      7. The availability of alternative locations not subject to flooding for the proposed use.

      8. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.

      9. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.

      10. The safety of access to the property in times of flood for ordinary and emergency vehicles.

11. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.

12. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.

13. Such other factors which are relevant to the purpose of this Ordinance.

B Conditions Attached to Variances - Upon consideration of the factors listed above, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this Ordinance. Such conditions may include, but not necessarily be limited to:

1. Modification of waste disposal and water supply facilities.

2. Limitation of periods of use and operation.

3. Imposition of operational controls, sureties, and deed restrictions.

4. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this Ordinance.

5. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

E. Appeals to the Court - Any person or persons, jointly or severally, aggrieved by any decision of the (Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the Board.

185.10 - Nonconforming Uses

A. A structure or the use of a structure or premises which was lawful before the passage or amendment of this Ordinance, but which is not in conformity with the provisions of this Ordinance, may be continued subject to the following conditions:

1. If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this Ordinance.

2. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.

3. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this Ordinance.

B. Except as provided in 185.10 (A) 2), any use which has been permitted as a Variance shall be considered a conforming use

185.11 - Penalties for Violation

Violations of the provisions of this Ordinance or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with grants of Variances) shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $(500.00 (FIVE HUNDRED) or imprisoned for not more than (THIRTY (30) days. Each day such violation continues shall be considered a separate offense. Nothing herein contained prevent the City of Windsor Heights from taking such other lawful action as is necessary to prevent or remedy violation.

185.12 - Amendments

The regulations and standards set forth in this Ordinance may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

ADOPTED AND PASSED by the City Council of the City of this _____ day of _____, 20___.

_____
Mayor

Seal of City

Attest:

_____
City Clerk

Public Hearing Date: _____

Publication Date: _____

Effective Date: _____

Note: All Ordinances must be properly certified.

Item#9C

ORDINANCE NO. 18-19

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF WINDSOR HEIGHTS, IOWA, BY REMOVING FLOODPLAIN MANAGEMENT REGULATIONS FROM THE ZONING CODE AND ADDING NEW CHAPTER 185, FLOODPLAIN MANAGEMENT ORDINANCE

WHEREAS, the City of Windsor Heights seeks to protect and preserve the rights, privileges and property of the City of Windsor Heights and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing flood losses; and

WHEREAS, the City Council deems it necessary to adopt this ordinance to protect property values, the local economy and the quality of life for its residents by minimizing flood losses; and

WHEREAS, the City's Planning and Zoning Commission reviewed the proposed changes to the Floodplain Management Ordinance on November 28, 2018 and recommended approval of the same; and

WHEREAS, the City Council of the City of Windsor Heights does hereby find and declare that the revisions to the floodplain management 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 Chapter 169 of the Windsor Heights Code of Ordinances to remove the floodplain and floodway overlay district from Chapter 169 and to move the floodplain management regulations to a new Chapter 185 of the Windsor Heights Code.

SECTION 2. Amended. Chapter 169 of the Windsor Heights Code of Ordinances, Zoning Overlay Districts, is amended as reflected in the attached Exhibit A.

SECTION 3. Added. Chapter 185 of the Windsor Heights Code of Ordinances, Floodplain Management, is added as a new chapter to the Windsor Heights Code of Ordinances as shown in the attached Exhibit B.

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. 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 6. 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:

_____
Travis Cooke, City Clerk

Item#9C

CHAPTER 169

ZONING CODE –OVERLAY DISTRICTS

169.01 General Purpose

169.02 Mixed Use District

169.03 Planned Unit Development District

169.04 Floodplain and Floodway Overlay District

169.01 GENERAL PURPOSE Overlay Districts provide for base districts that allow multiple land uses and flexible development, with the requirement that a specific plan for the area be submitted by applicants. Overlay Districts are used in combination with base districts to modify or expand base district regulations. Overlay Districts are adapted to special needs of different parts of the City. The Overlay Districts are designed to achieve the following objectives:

1. To recognize special conditions in specific parts of the City which require specific regulation.

2. To provide flexibility in development and to encourage innovative design through comprehensively planned projects.

169.02 MIXED USE DISTRICT. The MU Mixed Use District is intended to accommodate projects which combine several compatible land uses into an integrated development. The MU District may also be used to pre-designate parts of the City which are appropriate for a mixture of residential, commercial, office, and accessory uses. The District permits mixing residential areas with workplaces and services. Development in the MU District must accommodate transportation systems, pedestrian and bicycle movement, and surrounding environments. All projects developed in an MU District are subject to the Site Review process as forth in Chapter 170.

1. Permitted Uses. Each regulation establishing an MU District establishes the use types permitted within its boundaries.

2. Site Development Regulations.

A. The minimum area of any MU District is three acres.

B. Prior to the issuance of any building permits or other authorization, all projects in the MU District shall receive approval by the City Council, following a recommendation by the Planning Commission, according to the Site Review procedure set forth in Chapter 170 of this Zoning Code. This approval may be granted for a specific plan for the development of an MU District in lieu of a plan for individual projects, provided that any subsequent developments are consistent with the specific plan.

3. Amendments. The Zoning Administrator is authorized at his/her discretion to approve amendments to an approved development plan, provided that:

A. A written request is filed with the Zoning Administrator, along with information specifying the exact nature of the proposed amendment.

B. The amendment is consistent with the provisions of this section.

C. The amendment does not alter the approved site regulations of the development plan and does not materially alter other aspects of the plan, including traffic circulation, mixture of use types, and physical design.

D. Any amendment not conforming to these provisions shall be submitted to the Planning Commission and City Council for action.

○ ○ ○ ○ ○ ○ ○ ○ ○ ○

169.03 PLANNED UNIT DEVELOPMENT DISTRICT. The PUD Planned Unit Development Overlay District is intended to provide flexibility in the design of planned projects, to permit innovation in project design that incorporates open space and other amenities, and to ensure compatibility of developments with the surrounding urban environment. The PUD District may be used in combination with any base district specified in this Zoning Code. The PUD District, which is adopted by the City Council with the recommendation of the Planning and Zoning Commission, assures specific development standards for each designated project. All projects in the PUD District shall follow the procedures set forth in Chapter 170 of this Zoning Code.

1. Permitted Uses. Uses permitted in a PUD Overlay District are those permitted in the underlying base district. A PUD also may be combined with an MU Mixed Use District to allow a combination of use types not anticipated by conventional base districts.

2. Site Development Regulations. Site development regulations are developed individually for each Planned Unit Development District but must comply with minimum or maximum standards established for the base district, with the following exceptions:

A. Lot area and lot width are not restricted, provided that the maximum density allowed for each base district is not exceeded.

B. Maximum building coverage shall be the smaller of the allowed building coverage in the base district, or 60 percent.

3. Access to Public Streets. Each PUD District must abut a public street for at least 50 feet and gain access from that street.

4. Adoption of District.

A. The Planning and Zoning Commission and City Council shall review and evaluate each Planned Unit Development application. The City may impose reasonable conditions, as deemed necessary to ensure that a PUD shall be compatible with adjacent land uses, will not overburden public services and facilities, and will not be detrimental to public health, safety, and welfare.

B. The Planning and Zoning Commission, after proper notice, shall hold a public hearing and act upon each application.

C. The Planning and Zoning Commission may recommend amendments to PUD district applications.

D. The recommendation of the Planning and Zoning Commission shall be transmitted to the City Council for final action.

E. The City Council, after proper notice, shall hold a public hearing and act upon any Ordinance establishing a PUD Planned Unit Development Overlay District. Proper notice shall mean the same notice established for any other zoning amendment.

F. An Ordinance adopting a Planned Unit Development Overlay Zoning District shall require a favorable simple majority of the City Council for approval.

G. Upon approval by the City Council, the Development Plan shall become a part of the Ordinance creating or amending the PUD District. All approved plans shall be filed with the City Clerk.

5. Amendment Procedure. Major amendments to the Development Plan must be approved according to the same procedure set forth in subsection 5 of this section.

6. Building Permits. The City shall not issue a building permit, certificate of occupancy, or other permit for a building, structure, or use within a PUD District unless it is in compliance with the approved Development Plan or any approved amendments.

7. Termination of PUD District. If no substantial development has taken place in a Planned Unit Development District for 18 months following approval of the District, the Planning Commission shall reconsider the zoning of the property and may, on its own motion, initiate an application for rezoning the property.

~~**169.04 FLOODPLAIN AND FLOODWAY OVERLAY DISTRICT.** The Floodway and Floodplain Overlay District is intended to promote the public health, safety, and general welfare and to minimize those losses described in subsection 1 of this section by applying the provisions of this Code to: (i) restrict or prohibit uses which are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities; (ii) require that uses vulnerable to floods, including public facilities which serve such uses, be provided with flood protection at the time of initial construction; (iii) protect individuals from buying lands which are unsuitable for intended purposes because of flood hazard; (iv) assure that eligibility is maintained for property owners in the community to purchase flood insurance in the National Flood Insurance Program when identified by the Federal Insurance Administration as a flood prone community.~~

~~1. Definitions. Unless specifically defined below, words or phases used in this section shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this section its most reasonable application.~~

~~A. "Actuarial rates" (or "risk premium rates") means those rates established by the Federal Insurance Administrator pursuant to individual community studies and investigations which are undertaken to provide flood insurance in accordance with 42 U.S.C. 4014 and the accepted actuarial principles. Actuarial rates include provisions for operating costs and allowances.~~

~~B. "Appeal" means a request for a review of the Building Official's interpretation of any provision of this section or a request for a variance.~~

~~C. "Area of shallow flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.~~

~~D. "Area of special flood hazard" means the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.~~

~~E. "Base flood elevation" means the elevation indicated in the official flood plain study as the elevation of the 100-year flood.~~

~~F. "Base flood protection elevation" means an elevation one foot higher than the water surface elevation of the base flood.~~

~~G. "Channel" means a natural or artificial watercourse of perceptible extent, with a definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow, thus, is that water which is flowing within the limits of a defined channel.~~

~~H. "Development" means any manmade change to improved or unimproved real estate, including (but not limited to) buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.~~

Formatted: No bullets or numbering

~~I. "Existing construction" means (for the purposes of determining rates) structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."~~

~~J. "Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters or the unusual and rapid accumulation of runoff of surface waters from any source.~~

~~K. "Flood Insurance Rate Map" (FIRM) means an official map of the City, on which the Flood Insurance Study has delineated the Flood Hazard Boundaries and the zones establishing insurance rates applicable to the City.~~

~~L. "Flood Insurance Study" means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.~~

~~M. "Flood plain management" means the operation of an overall program of corrective and preventative measures for reducing flood damage, including (but not limited to) emergency preparedness plan, flood control works, and floodplain management regulations.~~

~~N. "Flood protection system" means those physical structural works constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard." Such a system typically includes levees or dikes. These specialized modifying works are those constructed in conformance with sound engineering standards.~~

~~O. "Flood proofing" means any combination of structural and non-structural additions, changes, or adjustments to structures, including utility and sanitary facilities, which would preclude the entry of water. Structural components shall have the capability of resisting hydrostatic and hydrodynamic loads and effect of buoyancy.~~

~~P. "Floodplain" (FP) means that area of the floodplain, outside of the floodway, that on an average is likely to be flooded once every 100 years (i.e., that has a one percent chance of flood occurrence in any one year.)~~

~~Q. "Floodway" (FW) means the channel of a river or other watercourse and the adjacent portion of the flood plain that must be reserved in order to discharge the 100-year flood without cumulatively increasing the water surface elevation more than one foot at any point assuming equal conveyance reduction outside the channel from the two sides of the floodplain.~~

~~R. "Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the heights calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.~~

~~S. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.~~

~~T. "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this section.~~

~~U. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.~~

~~V. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.~~

~~W. "New construction" means structures for which the "start of construction or substantial improvement" is commenced on or after the effective date of the FIRM.~~

~~X. "100-year flood" means the base flood having a one percent chance of annual occurrence.~~

~~Y. "Overlay district" means a district which acts in conjunction with the underlying zoning district or districts.~~

~~Z. "Start of construction," for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L97-348), includes substantial improvement, and means the date the building permit was issued, providing the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of street and/or walkways, nor does it include excavation for a basement, footings, or foundations or the erection of temporary forms, nor does it include the installation of the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.~~

~~AA. "Structure" means a walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.~~

~~BB. "Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either: (i) before the improvement or repair is started; or (ii) if the structure has been damaged and is being restored,~~

before the damage occurred. For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either: (i) any project for improvement of a structure to comply with existing State or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or (ii) any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

CC. "Variance" means a grant of relief to a person from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in unnecessary hardship.

2. Flood Losses Resulting from Periodic Inundation. Flood hazard areas of the City are subject to inundation which results in loss of life or property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

A. General Causes of These Flood Losses. These flood losses are caused by: (i) the cumulative effect of obstruction in floodways causing increases in flood heights and velocities, and (ii) the occupancy of flood areas by uses vulnerable to floods or hazardous to other which are inadequately elevated or otherwise protected from flood damages.

B. Methods Used to Analyze Flood Hazards. This Zoning Code uses a reasonable method of analyzing flood hazards which consists of a series of interrelated steps.

(1) Selection of a base flood which is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated and the depth of inundation. The base flood selected for this Zoning Code is representative of large floods which are reasonably characteristic of what can be expected to occur on the particular streams subject to this Code. It is in the general order of a flood which could be expected to have a one percent chance of occurrence in any one year, as delineated in the Flood Insurance Study dated October 16, 1992, and the Federal Emergency Management Administration's Flood Insurance Rate Maps and Flood Boundary and Floodway Map dated October 16, 1992, or any subsequent effective Flood Insurance Studies, Rate Maps, and Flood Boundary and Floodway Maps issued after the effective date of this Code and adopted by the City.

(2) Calculation of water surface profiles based upon a hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the base flood.

(3) Computation of the floodway required to convey this flood without increasing flood heights more than one foot at any point.

(4) Delineation of floodway encroachment lines within which no obstruction is permitted which would cause any increase in flood height.

~~(5) Delineation of floodway fringe, i.e., that area outside the floodway encroachment lines but which still is subject to inundation by the base flood.~~

~~3. Land to Which Code Applies. This section applies to all lands within the jurisdiction of the City identified on the Flood Insurance Rate Map (FIRM) as numbered and unnumbered A zone and/or within the Overlay Districts FP and FW established in this Zoning Code. In all areas covered by this Zoning Code, no development shall be permitted except upon a permit to develop granted by the City Council or its duly designated representative under such safeguards and restrictions as the City Council may reasonably impose for the promotion and maintenance of the general welfare and health of the inhabitants of the community as contained in this Zoning Code.~~

~~4. Enforcement Officer. The Zoning Administrator of the City is hereby designated as the City Council's duly designated Enforcement Officer under this Zoning Code. Unless otherwise provided by the City Council, the Floodplain Management Agency shall assist the City on interpretation of floodplain/floodway rules and regulations. The Enforcement Officer shall obtain comments from the Agency as part of his/her review of all proposed activity in this Overlay District.~~

~~5. Rules for Interpretation of District Boundaries. The boundaries of the floodway and floodway fringe overlay districts shall be determined by scaling distances on the official zoning map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the official zoning map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions, the Enforcement Officer shall make the necessary interpretation. In such cases where the interpretation is contested, the Planning and ZoningCommission will resolve the dispute. The base flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present his or her case to theCommission and to submit his or her own technical evidence if said person so desires.~~

~~6. Compliance. No development located within known flood hazard areas of the City shall be located, extended, converted, or structurally altered without full compliance with the terms of this Zoning Code or other applicable regulations.~~

~~7. Abrogation and Greater Restrictions. It is not intended by this Zoning Code to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Code imposes greater restrictions, the provision of this Code shall prevail. All other ordinances inconsistent with this Code are hereby repealed to the extent of the inconsistency only.~~

~~8. Interpretation. In their interpretation and application, the provisions of this Zoning Code shall be held to be minimum requirements and shall be liberally construed in favor of the City and shall not be deemed a limitation or repeal of any other powers granted by State statute.~~

~~9. Warning and Disclaimer of Liability. The degree of flood protection required by this Zoning Code is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood height may be increased by man-made or~~

Formatted: No bullets or numbering

~~natural causes, such as ice jams and bridge openings restricted by debris. This Code does not imply that areas outside floodway and floodway fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damages. This Code shall not create liability on the part of the City or any officer or employee thereof for any flood damages that may result from reliance on this Code or any administrative decision lawfully made thereunder.~~

~~10. Application for Appeal. Where a request for a permit to develop is denied by the Zoning Administrator, the applicant may apply for such permit or variance directly to the Board of Adjustment. The Board of Adjustment may grant or deny such request by appropriate resolution adopted within 10 days after the date of such application to the Board of Adjustment.~~

~~11. Permit Required. No person shall initiate any development or substantial improvement or cause the same to be done in any floodplain or floodway area without first obtaining a separate permit.~~

~~12. Administration. The Zoning Administrator is hereby appointed to administer and implement the provisions of this section. Duties of the Zoning Administrator include, but are not limited to:~~

~~A. Review of all development permits to assure that sites are reasonable, safe from flooding and that the permit requirements of this Code have been satisfied.~~

~~B. Review permits for proposed development to assure that all necessary permits have been obtained from those federal, State or local governmental agencies from which prior approval is required.~~

~~C. Notify adjacent communities and the Iowa Natural Resources Commission Flood Plan Management Section prior to any alteration or relocation of a watercourse, and shall submit evidence of such notification to the Federal Insurance Administration when participating in the National Flood Insurance Program.~~

~~D. Notify the Floodplain Management Agency of any proposed construction and development activity in floodplain areas, and/or upon land situated within the Floodplain/Floodway Overlay Zoning District.~~

~~E. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.~~

~~F. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures.~~

~~G. Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been flood proofed.~~

~~H. When flood proofing is utilized for a particular structure, the Zoning Administrator shall be presented certification from a registered professional engineer or architect.~~

~~13. Application for Permit. To obtain a permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:~~

~~A. Identify and describe the work to be covered by the permit.~~

~~B. Describe the land on which the proposed work is to be done by lot, block, tract and house and street address, or similar description that will readily identify and definitely locate the proposed building or work.~~

~~C. Indicate the use or occupancy for which the proposed work is intended.~~

~~D. Be accompanied by plans for the proposed construction.~~

~~E. Be signed by the permittee or an authorized agent who may be required to submit evidence to indicate such authority.~~

~~F. Give such other information as reasonably may be required by the Building Official.~~

~~14. Establishment of Zoning Districts. The mapped floodplain areas within the jurisdiction of this Zoning Code are hereby divided into the two following districts: A Floodway Overlay District (FW) and a Floodplain Overlay District (FP) as identified in the official Flood Plain Study. Within these districts, all uses not meeting the standards of this Code and those standards of the underlying zoning district shall be prohibited. These zones shall be consistent with the numbered and unnumbered A Zones as identified on the official FIRM when identified in the Flood Insurance Study provided by the Federal Insurance Administration.~~

~~15. Standards for Floodway Overlay District and Floodplain Overlay District.~~

~~A. No permit for development shall be granted for new construction, substantial improvement, or other improvements, including the placement of manufactured homes within the identified flood plain, unless the conditions of this section are satisfied.~~

~~B. All areas identified as unnumbered A Zones by the Federal Insurance Administration are subject to inundation of the 100-year flood; however, the water surface elevation was not provided. The unnumbered A Zones shall be subject to all development provisions of this Code. If Flood Insurance Study Data is not available, the community shall utilize any base flood elevation data currently available within its area of jurisdiction. Further, in cases of proposed development within unnumbered "A" zones, the developer's engineer shall be required to conduct the necessary studies to determine the 100-year flood elevation and its extent in relation to such development.~~

~~C. New construction, subdivision proposals, substantial improvement, prefabricated buildings, placement of manufactured homes, and other development shall require:~~

~~(1) Design or anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effect of buoyancy.~~

~~(2) New or replacement water supply systems and/or sanitary sewage systems designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems located so as to avoid impairment or contamination.~~

~~(3) Construction with materials resistant to flood damage, utilizing methods and practices that minimize flood damages, and with electrical, heating, ventilation that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~

~~(4) All utility and sanitary facilities elevated or flood proofed one foot above the regulatory flood elevation. Such flood proofing is permitted only for nonresidential properties.~~

~~(5) Until a floodway has been designated, no development including landfill may be permitted within the identified floodplain unless the applicant for the land use has demonstrated that the proposed use, when combined with all other existing and reasonably anticipated uses, will not increase the water surface elevation of the 100-year flood more than one foot on the average cross-section of the reach in which the development or landfill is located as shown in the official floodplain study incorporated by reference herein.~~

~~(6) The storage of equipment and materials that are buoyant, flammable, explosive, or which could be injurious to human, animal, or plant life is prohibited.~~

~~(7) Storage of other materials or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.~~

~~(8) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, are required to assure that:~~

~~a. All such proposals are consistent with the need to minimize flood damage.~~

~~b. All public utilities and facilities such as sewer, gas, electrical and water systems are located, elevated, and constructed to minimize or eliminate flood damage.~~

~~c. Adequate drainage is provided so as to reduce exposure to flood hazards.~~

~~d. Proposals for development (including proposals for manufactured home parks and subdivisions) of five acres or 50 lots, whichever is less, include within such proposals the regulatory flood elevation.~~

~~16. Floodplain Overlay District Regulations. Any use permitted in the underlying base district shall be permitted in the Floodplain Overlay District. No use shall be permitted in the district unless the standards of this subsection are met.~~

Formatted: No bullets or numbering

~~A. Any new construction or substantial improvements of residential structures shall have the lowest floor, including basement, elevated one foot above the base flood elevation.~~

B. Any new construction or substantial improvements of nonresidential structures shall have the lowest floor, including basement, elevated one foot above the base flood elevation, or, together with attendant utility and sanitary facilities, shall be flood proofed so that below such a level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydro-dynamic loads and effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Zoning Administrator. Such flood proofing is permitted only for nonresidential properties.

C. All new construction and substantial improvements that are fully enclosed areas below the lowest floor that are subject to flooding shall be designated to automatically equalize hydrostatic flood forces or exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by the registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. Within AH zones, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

E. All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top frame ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:

(1) Over-the-top ties shall be provided at each of the four corners of the manufactured home with two additional ties per side at intermediate locations, and manufactured homes less than 50 feet long requiring one additional tie per side.

(2) Frame ties shall be provided at each comer of the home with five additional ties per side at intermediate points, and manufactured homes less than 50 feet long requiring four additional ties per side.

(3) All components of the anchoring system shall be capable of carrying a force of 4,800 lbs.

(4) Any additions to manufactured homes shall be similarly anchored.

All manufactured homes to be placed within Zones AL-30, AH and AE on the community's FIRM shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of the Building Code.

F. Located within the areas of special flood hazard are areas designated as AO Zones. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. Therefore, the following provisions apply with AO Zones:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as one foot above the depth number specified in feet on the community's FIRM.

(2) All new construction and substantial improvements of nonresidential structures shall:

a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as one foot above the depth number specified in feet on the community's FIRM; or

b. Together with attendant utility and sanitary facilities be completely flood proofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effect of buoyancy. Such certification shall be provided to the Zoning Administrator.

c. Adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

17. Floodway Overlay Districts. Only uses having a low flood-damage potential and not obstructing flood flows shall be permitted within the Floodway District to the extent that they are not prohibited by any other code, ordinance, or regulation and provided that they do not require structures, fill, or storage of materials or equipment. No use shall increase the flood levels of the base flood elevation. These uses are subject to the standards of subsections 14 and 15 of this section.

A. Agricultural uses such as general farming, pasture, nurseries, forestry.

B. Accessory residential uses such as lawns, gardens, parking, and play areas.

C. Nonresidential areas such as loading areas, parking, and airport landing strips.

D. Public and private recreational uses such as golf courses, archery ranges, picnic grounds, parks, wildlife and nature preserves. New placement of residential structures including manufactured homes is prohibited with the identified floodway (FW) area.

E. In Zone A unnumbered, obtain, review and reasonably utilize any floodway data available through federal, State or local sources in meeting the standards of this section.

18. Request for Variances From District Requirements.

A. The Board of Adjustment, as established by the City, shall hear and decide appeals and requests for variances from the requirements of this Zoning Code.

Formatted: No bullets or numbering

Formatted: No bullets or numbering

~~B. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Zoning Administrator in the enforcement or administration of this Zoning Code.~~

~~C. Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in the *Code of Iowa*.~~

~~D. In passing upon such applications, the Board of Adjustment shall consider all technical evaluation, all relevant factors, standards specified in other sections of this Zoning Code, and:~~

~~(1) The danger that materials may be swept onto other lands to the injury of others.~~

~~(2) The danger of life and property due to flooding or erosion damage.~~

~~(3) The susceptibility of proposed facility and its contents to flood damage and the effect of such damage on the individual owner.~~

~~(4) The importance of the services provided by the proposed facility to the community.~~

~~(5) The necessity to the facility of a waterfront location, where applicable.~~

~~(6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.~~

~~(7) The compatibility of the proposed use with existing and anticipated development.~~

~~(8) The relationship of the proposed use to the Comprehensive Plan and floodplain management program for that area.~~

~~(9) The safety of access to the property in time of flood for ordinary and emergency vehicles.~~

~~(10) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effect of wave action, if applicable, expected at the site.~~

~~(11) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.~~

~~E. Conditions for Variance.~~

Formatted: No bullets or numbering

~~(1) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (2) through (6) below have been fully considered. As the lot size increases beyond the one-half acre, the technical jurisdiction required for issuing the variance increases.~~

~~(2) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this section.~~

~~(3) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.~~

~~(4) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.~~

~~(5) Variances shall only be issued upon: (i) a showing of good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.~~

~~(6) Any applicant to whom a variance is granted shall be given a written notice that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.~~

~~19. Nonconforming Uses.~~

Formatted: No bullets or numbering

~~A. Continuance of Nonconforming Uses. A structure or the use of a structure or premises which was lawful before the passage or amendment of this Zoning Code but which is not in conformity with the provisions of this Code may be continued subject to the following conditions:~~

~~(1) No such use or substantial improvement of that use shall be expanded, changed, enlarged, or altered in a way which increases its nonconformity.~~

~~(2) If such use is discontinued for six consecutive months, any future use of the building premises shall conform to this Zoning Code. The utility provider shall notify the Building Inspector in writing of instances of nonconforming uses where utility services have been discontinued for a period of six months.~~

~~(3) Uses or adjuncts thereof which are or become nuisances shall not be entitled to continue a nonconforming uses.~~

~~B. Replacement of Residential Uses. If any residential nonconforming use of structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50 percent of the market value of the structure before the damage occurred within those areas identified as floodway (FW). This limitation does not include the cost of any alteration to comply with existing State or local health, sanitary, building, or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.~~

Formatted: No bullets or numbering

~~C. Replacement of Nonresidential Uses. If any nonresidential nonconforming use of structure is destroyed by any means, including flood, it should not be reconstructed if the cost is more than 50 percent of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this Zoning Code. This limitation does not include the cost of any alteration to comply with existing State or local health, sanitary, building, or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.~~

APPROVE AMENDED AGREEMENT

(M Town, LLC)

503155-6

Windsor Heights, Iowa

December 17, 2018

A meeting of the City Council of the City of Windsor Heights, Iowa, was held at _____ o'clock __.m., on December 17, 2018, at the _____, Windsor Heights, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The City Council investigated and found that this was the time and place designated for consideration and approval of a resolution authorizing a certain Amended Agreement for Private Development with M Town, LLC.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION 18-1253

Resolution Approving Amended Agreement for Private Development with M Town, LLC

WHEREAS, the City of Windsor Heights, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Windsor Heights Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain Agreement for Private Development (the "Original Agreement") with Koester Development LLC was previously prepared and approved; and

WHEREAS, on October 2, 2017, the Original Agreement was amended to substitute M Town, LLC in place of Koester Development LLC; and

WHEREAS, the Original Agreement provided for the development and redevelopment (the "Project") of private properties in the Urban Renewal Area and the provision of economic development grants by the City to be funded with the income and proceeds of the Urban Renewal Tax Revenue Fund in an amount not in excess of $2,000,000 (the "Grants"); and

WHEREAS, the City, at the request of M Town, LLC, now proposes to replace the Original Agreement with a revised and updated Amended Agreement for Private Development (the "2018 Agreement"), in order to grant additional time for the private development to occur thereunder;

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby reaffirms that:

(a) The Project will add diversity and generate new opportunities for the Windsor Heights and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed Grants.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the 2018 Agreement and providing the Grants to the Developer.

Section 3. The 2018 Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the 2018 Agreement on behalf of the City, in substantially the form and content in which the 2018 Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the 2018 Agreement.

Section 4. As provided and required by Chapter 403 of the Code of Iowa and prior acts of this City Council, the City's obligations under the 2018 Agreement shall be payable solely and only from the Urban Renewal Tax Revenue Fund and the income and proceeds of such Fund which are attributable to property taxes derived from taxable property in the Urban Renewal Area.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved January 7, 2019.

_____
Mayor

Attest:

_____
City Clerk

• • • • •

On motion and vote the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

STATE OF IOWA
COUNTY OF POLK SS:
CITY OF WINDSOR HEIGHTS

I, the undersigned, Clerk of the City of Windsor Heights, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve an Amended Agreement for Private Development.

WITNESS MY HAND this _____ day of _____, 2018.

_____
City Clerk

Item#9D
redline

AMENDED AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF WINDSOR HEIGHTS, IOWA

AND

M TOWN, LLC

_____, ~~2017~~2018

AMENDED
AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AMENDED AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the ____ day of _____, ~~2017,~~2018, by and between the CITY OF WINDSOR HEIGHTS, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015, as amended ("Urban Renewal Act"), and M TOWN, LLC, an Iowa limited liability company having offices for the transaction of business at 6500 University Ave., #308, Windsor Heights, IA, 50324 ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of a mixed economic development and blighted area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Consolidated Windsor Heights Urban Renewal Area (the "Urban Renewal Area"), which is described in the Second Amended and Restated Urban Renewal Plan approved for such Urban Renewal Area by Resolution No. 16-0105 on January 12, 2016 (the "Urban Renewal Plan"); and

WHEREAS, Developer is, or will be, the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer shall build Minimum Improvements on the Development Property, operate the Minimum Improvements, and hire and retain employees in the City until at least the Termination Date of this Agreement; and

WHEREAS, Chapter 15A of the Code authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted~~.~~; and

WHEREAS, the City and Developer initially entered into an Agreement for Private Development (the "Original Agreement"), dated _____, 2017 regarding the undertaking of the Minimum Improvements and the provision of economic development support thereto; and

WHEREAS, Developer has requested that the City amend the Original Agreement to allow more time for the commencement of work on the Minimum Improvements; and

WHEREAS, this Agreement has been prepared and executed to set forth and memorialize the new mutual understanding between the parties hereto;

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Annual Certification means the certifications that the Developer must complete and submit to the City each year as described in Section 6.8 of this Agreement and attached as Exhibit F.

Area or Urban Renewal Area shall mean the area known as the Consolidated Windsor Heights Urban Renewal Area (as amended).

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Windsor Heights, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2015, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be substantially as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes and ordinances.

Developer means M Town, LLC, an Iowa Limited Liability Company, and each assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the City as provided in Section 7.1 of this Agreement.

Development Property means that portion of the Consolidated Windsor Heights Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 11.1 of this Agreement that have continued beyond applicable notice and cure periods.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Forgivable Loan means the forgivable loan to be made to Developer under Article X of this Agreement.

M Town, LLC TIF Account means a separate account within the Windsor Heights Consolidated Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements and the Development Property shall be deposited.

Minimum Improvements means the construction of an approximately 67,294 square foot building and related improvements, as more particularly described in Exhibits B and B-1 to this Agreement.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Ordinance means Ordinance Number 16-01 of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Windsor Heights Consolidated Urban Renewal Tax Increment Revenue Fund.

Project shall mean the construction and operation of the Minimum Improvements on the Development Property and the creation and maintenance of jobs, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the M Town, LLC TIF Account of the Windsor Heights Consolidated Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City, with respect to a City-claimed delay) (including the revocation or refusal to grant licenses, permits, certificates or approvals, where such revocation or refusal is not due to the fault of Developer, or the expiration of time periods required by law or regulations before necessary permits can be granted).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Consolidated Windsor Heights Urban Renewal Area, described in the preambles hereof.

Windsor Heights Consolidated Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

d. This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the City, is in full force and

effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. M Town, LLC is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. Developer shall reasonably cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

g. Developer shall cause the Minimum Improvements to be constructed in substantial accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

h. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and shall substantially meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

i. The construction of the Minimum Improvements will require a total investment of not less than $6.8 million.

j. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in substantial accordance with the Construction Plans contemplated in this Agreement.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by ~~November 1, 2018.~~December 31, 2019.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants and the Forgivable Loan being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in substantial accordance with Section 3.2 below. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of not less than $6.8 million in construction costs. Furthermore, Developer agrees to accomplish each of the following with respect to the Minimum Improvements in accordance with the deadlines set forth below:

(a) Developer shall provide written monthly progress reports detailing work done and costs incurred with respect to the Minimum Improvements. Each such report shall be completed and submitted to the City Administrator by the first day of each month, commencing April 1, 2019 and continuing until the issuance of the Certificate of Completion.

(b) Site Plans detailing the Minimum Improvements shall be submitted to the City Engineer and Zoning Officer by no later than January 31, 2019.

(c) Site Plans shall be modified as requested and submitted for approval by the City's Planning and Zoning Commission by no later than April 25, 2019.

(d) Site Plans shall be modified as requested and submitted for approval by the City Council by no later than May 7, 2019.

(e) Construction bids and building permits shall have been obtained by Developer and work shall have begun on the Minimum Improvements by June 3, 2019. To the extent that this has not occurred by June 3, 2019, this Agreement shall, at the sole option of the City, immediately terminate and the City shall be released from all obligations hereunder. The right to terminate under this subsection is exclusive of and additional to the remedies set forth in Section 11.2 of this Agreement. Time being of the essence and prior history of delays, there shall be no rights to a corrective period available to Developer under this subsection.

(f) Site preparation and concrete work for the Minimum Improvements shall be completed by August 31, 2019.

(g) The Minimum Improvements shall be completed sufficiently for the Certificate of Completion to be issued and shall be at 751 occupancy by no later than July 1, 2020.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be developed for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2, and which approval shall not be unreasonably withheld, conditioned or delayed. The Construction Plans shall be in substantial conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement; (ii) the Construction Plans substantially conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans substantially conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are substantially adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred and is continuing beyond applicable notice and cure periods; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be reasonably adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve any obligation to comply with the other terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than ~~November 1, 2018; or (ii) by such other date as the parties shall mutually agree upon in writing.~~December 31, 2019. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable prior notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Section 3.4. Certificate of Completion. Within fifteen (15) business days after written request by Developer and after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Polk County Recorder's Office at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within such fifteen (15) business day period, instead provide a written statement indicating in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion. If, at least 30 days after sending two written requests addressed and sent by certified mail to the City from the Developer, the City does not give any response to Developer's request for the Certificate of Completion or alternatively the written statement provided for in this paragraph in accordance with this Section 3.4, the City shall be deemed to have conclusively approved the completed Minimum Improvements and the satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

ARTICLE IV. RESERVED

ARTICLE V. RESERVED

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Development Property. Developer, at such time as such party has possession and control of the same, will maintain, preserve, and keep the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all reasonably necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer, at such time as such party has possession and control of the Development Property, will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not illegally discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. In compliance with applicable laws Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5 Available Information. To the extent allowed by law, upon request, each party shall promptly provide the other with copies of information reasonably requested that are related to this Agreement so that one can determine compliance with the Agreement.

Section 6.6 Employment. Developer agrees that the Minimum Improvements are expected to create usable office and retail space for tenants. Developer also understands that part of the consideration provided to the City by Developer in exchange for Developer's receipt of Economic Development Grants under this Agreement is the creation and retention of jobs in the community. Developer agrees that beginning on the completion of the Minimum Improvements, which shall be no later than ~~November 1, 2018,~~December 31, 2019, a Monthly Average of at least twenty (20) part-time or full-time employees shall be employed at the Minimum Improvements, and a Monthly Average of at least twenty (20) part-time or full-time employees shall be retained at the Minimum Improvements until the Termination Date of this Agreement. Monthly Average means the average number of employees employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, or the number of months from the start of the employment obligation through October in the first year (i.e. Developer's annual certification due October 1, ~~2019~~2021 shall show a Monthly average of at least 20 employees at the Minimum

Improvements calculated using the number of employees as of the first day of the month for the months of November ~~2018~~2020 through ~~September 2019, and Developer's annual certification due on October 1, 2019 shall show A Monthly Average of at least 20 employees at the Minimum Improvements calculated using the number of employees as of the first day of the month for the months of November 2018 through October 2019.~~October 2021.

Section 6.7 Leasing of Minimum Improvements. Subject only to the limited remedy set forth in Section 11.2(f), by no later than ~~October 1, 2018,~~November 15, 2019, Developer shall have entered into lease agreements with tenants of at least one (1) year in duration wherein Developer leases portions of the Minimum Improvements to commercial, civic, retail and/or office tenants, including, at a minimum, the following:

a. One anchor full-service sit-down restaurant, which may not be a fast-food style restaurant and may not include a drive-through window.

b. An additional full-service family sit-down restaurant.

c. An additional bike, pedestrian friendly restaurant.

d. The balance of the remaining commercial space storefront commercial, civic, retail and/or office space use.

The parties hereby acknowledge that the Minimum Improvements also plan to include certain residential units in addition to the commercial space referenced above. Notwithstanding any other provision contained herein, failure to comply with the requirements set forth above shall not be deemed an Event of Default that in any way can impair, limit, frustrate or otherwise prohibit the Developer's right to the Economic Development Grants, except as provided for in Section 11.2(f), so long as Developer remains in compliance with all other terms and conditions of this Agreement, including the employment obligations in Section 6.6.

Section 6.8 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, duly authorized officers of Developer, as applicable, shall provide Annual Certifications to the City.

Until such time as Developer is released from its obligations hereunder, Developer shall annually provide to the City: (i) the date of the first full assessment of the Minimum Improvements and the fully assessed value; (ii) certification of the use of the Minimum Improvements; and (iii) certification that a Monthly Average of no fewer than twenty (20) part-time or full-time employees are employed at the Minimum Improvements and have been over the previous 12 months in compliance with Section 6.6 above, and (iii) certification that such officer is familiar with the terms and provisions of this Agreement and that at the date of such certification, there is no Event of Default by Developer hereunder, or if the signer is aware of any such Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificates required above shall be provided not later than October 1 of each year, commencing October 1, ~~2019~~2020 and ending on October 1, ~~2028~~,2029, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. *See* Exhibit F for the form required for Developer's Annual Certifications.

If, after the Minimum Improvements are fully assessed, Developer fails to certify and substantiate compliance with the requirements specified herein, then such event shall be an Event of Default and the City shall have all rights and remedies available to it pursuant to Article XI of this Agreement. Developer shall provide information as requested by the City to determine compliance with the foregoing leasing obligations. Notwithstanding any other provisions contained herein, the City's sole remedy for Developer's failure to lease the Minimum Improvements to the required number of restaurants shall be as specified in Section 11.2(f).

Section 6.9. Term of Operation. Developer will cause certain business operations to be maintained at the Minimum Improvements on the Development Property, including the employee obligations in Section 6.6 and leasing obligations in 6.7 (noncompliance of 6.7 of which is subject only to the limited remedy provided for in Section 11.2(f)), until at least the Termination Date of this Agreement.

Section 6.10. Letter of Credit/Dedicated Certificate of Deposit. Prior to the execution of this Agreement, Developer shall provide and deliver to the City an irrevocable standby letter of credit or dedicated certificate of deposit titled in the name of the City, in form and substance satisfactory to the City ("Letter of Credit" or "Dedicated Certificate of Deposit"), in the amount of $250,000, which has been issued to cover the entire cost of repayment of the Forgivable Loan. Such Letter of Credit or Dedicated Certificate of Deposit should be issued by a bank acceptable to the City and provide immediate recourse for the City if there is a default in payment of the Promissory Note or this Agreement. The Letter of Credit or Dedicated Certificate of Deposit shall be released upon the cancellation of the Promissory Note, or upon completion of construction of the Minimum Improvements and delivery of a Certificate of Completion to the Developer by the City, whichever occurs first.

Section 6.11. Insurance. Developer agrees during construction of the Minimum Improvements and thereafter until the Termination Date to maintain builder's risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees

that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or otherwise transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the then-outstanding obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose. Any written agreement to be executed by the City to accomplish such assignment is subject to review and approval by the City.

7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors or assigns, agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants.

a. Amount of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make ten (10) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed Two Million Dollars ($2,000,000), under the following formula:

b. Schedule of Grants. Assuming completion by ~~November 1, 2018,~~December 31, 2019, full assessment of the Minimum Improvements on January 1, ~~2019,~~2020, and debt certification to the Auditor by the City prior to December 1, ~~2019,~~2020, the Economic Development Grants shall commence on June 1, ~~2021,~~2022, and end on June 1, ~~2030,~~2031, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, ~~2021~~2022	70% of Tax Increments for Fiscal Year 19-20
~~June 1, 2022~~	~~70% of Tax Increments for Fiscal Year 20-21~~
June 1, 2023	70% of Tax Increments for Fiscal Year 20-21~~-22~~
June 1, 2024	70% of Tax Increments for Fiscal Year 21-22~~-23~~
June 1, 2025	70% of Tax Increments for Fiscal Year 22-23~~-24~~

June 1, 2026	70% of Tax Increments for Fiscal Year 23-24~~-25~~
June 1, 2027	70% of Tax Increments for Fiscal Year 24-25~~-26~~
June 1, 2028	70% of Tax Increments for Fiscal Year 25-26~~-27~~
June 1, 2029	70% of Tax Increments for Fiscal Year 26-27
June 1, 2030	70% of Tax Increments for Fiscal Year 27-28
June 1, ~~2030~~2031	70% of Tax Increments for Fiscal Year 28-29

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, ~~2019.~~2020. If the completion of the Minimum Improvements is delayed ~~so~~due to Unavoidable Delays such that the Minimum Improvements are not fully assessed as of January 1, ~~2019,~~2020, then the first Economic Development Grant will not begin as scheduled, but will be delayed one year. ~~However, unless there are Unavoidable Delays, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant, if eligible, is June 1, 2022.~~

c. Calculation of Grants. Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property (building and land) under the terms of the Ordinance and deposited into the M Town, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

d. Limitation to Minimum Improvements. The Economic Development Grants are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.2. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

(a) compliance with the terms of this Agreement by Developer, including, but not limited to, the employment obligations in Section 6.6 of this Agreement, and payment of property taxes;

(b) timely filing by Developer of the Annual Certifications required under Section 6.8 hereof and the Council's approval thereof;

(c) the construction of the Minimum Improvements must have cost at least $6.8 million (and the Developer shall provide receipts or other reasonable evidence to the City to substantiate the expenditure of this amount, if requested);

(d) execution of the Promissory Note attached hereto as Exhibit G securing repayment of the Forgivable Loan, and the provision of the letter of credit or dedicated certificate of deposit as required by Section ~~6.11.~~ 6.11;

(e) ~~Execution~~ execution by Developer and all lienholders having an interest in the Development Property of the Minimum Assessment Agreement attached as Exhibit H; and

(f) issuance by the City of the Certificate of Completion and submittal of evidence to the satisfaction of the City by the Developer demonstrating at least 75% occupancy of the Minimum Improvements.

Except as otherwise provided for herein, In the event that an Event of Default occurs or any certification filed by Developer under Section 6.8 (or other information) discloses the existence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have the remedies set forth in Section 11.2.

After the Minimum Improvements are first fully assessed and if Developer is in substantial compliance with this Agreement, if the Developer's Annual Certification is timely filed and contains the information required under Section 6.8 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by the end of ~~2018~~2019 and first full assessment on January 1, ~~2019,~~2020, if Developer certifies in October ~~2019~~2020 and the City certifies to the County by December 1, ~~2019,~~2020, the first Economic Development Grant would be paid to Developer on June 1, ~~2021~~2022 (for 70% of the Tax Increment for fiscal year ~~2020~~ 2021-2022)).

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentages of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements (building and land) over the specified ten year period, but in no event shall exceed Two Million Dollars ($2,000,000) over the ten year period. However, the City makes no representation or guarantee that Developer will receive $2,000,000 of Economic Development Grants – said payments being calculated by and subject to all of the terms and conditions of this Agreement and Iowa Code Section 403.19.

Section 8.4. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the M Town, LLC TIF Account of the Windsor Heights Consolidated Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and

Minimum Improvements and allocated to the M Town, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable. The right of non-appropriation provided for herein shall be exercised only by resolution affirmatively declaring the City's decision not to appropriate funds otherwise required to be paid to Developer in the next fiscal year per this Agreement. In evaluating whether to appropriate funds to Developer, the City shall in good faith consider the equities in its decision(s) to appropriate funds for other comparable development agreements entered into between the City and other developers for similar projects with similar incentives, either pursuant to the annual budgeting process or by separate resolution.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer. Notwithstanding the foregoing, the City agrees that if it is named in a legitimate lawsuit specifically challenging the City's Urban Renewal Plan or the use of Tax

Increments to provide the Economic Development Grants described in Section 8.1, the City will take reasonable steps to defend the validity of its Tax Increments and Urban Renewal Plan, subject to the legal advice of Bond Counsel.

d. If, pursuant to subsections 8.4(b) and (c) above, the Council determines not to appropriate funds for payment of any Economic Development Grant that would otherwise be due under this Agreement, and provided no Event of Default by Developer has or is occurring, the Minimum Assessment Agreement shall, if possible, be amended to lower the Minimum Actual Value to an amount agreeable to both parties which seeks to offset (through reduction in property taxes) a portion of the lost Economic Development Grants fund amounts provided for under this Agreement, provided that the Minimum Actual Value will not be reduced below fair market value of the property. Both parties acknowledge that the Minimum Actual Value is ultimately determined by the Polk County Assessor.

e. The City agrees that if the City is unable to make appropriations for the Economic Development Grants because, either as a consequence of litigation or advice from the City's counsel, of the legal invalidity of the Tax Increments and Urban Renewal Plan the City will consider, in good faith, allowing alternative sources of funds for the Economic Development Grant (including to the extent practicable considering the creation of or revision of tax increment financing districts and urban renewal plans), limited to currently available funds budgeted for economic development projects, which shall in no event include general fund monies, bond proceeds, utility funds, or other budgeted operating funds.

Section 8.5. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.6. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. Until such obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be jointly responsible for all assessments and taxes.

Developer and their permitted successors agree that prior to the Termination Date:

a. Except as it relates to defending or otherwise enforcing the validity of this Development Agreement, the economic development incentives provided for herein, and/or the underlying Urban Renewal Plan, they will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Termination Date.

c. The assessment category for the Development Property is commercial and residential and Developer shall not take any action to request or effect a change in such category.

8.7 Minimum Assessment Agreement. As further consideration for this Agreement, Developer and the City shall execute an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit E ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, the holder of any mortgage and all prior lienholders shall agree to a minimum actual value for the Minimum Improvements to be constructed on the Development Property of not less than $7.5 million upon completion of the Minimum Improvements until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value" (building value only). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until June 30, ~~2029~~2030 unless terminated earlier at the option of Developer upon default by the City (the "Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agree to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. FORGIVABLE LOAN

Section 10.1. Forgivable Loan. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a Forgivable Loan to Developer in the amount of $250,000 (the "Forgivable Loan"). Such loan shall be made as soon as possible after all the Conditions Precedent in Section 10.2 have been completed.

Section 10.2. Conditions Precedent. Notwithstanding the provisions of Section 10.1 above, the City's obligation to grant Developer the Forgivable Loan under this Agreement shall be subject to satisfaction of the following conditions precedent:

(a) Developer shall not be in material default under the terms and provisions of this Agreement; and

(b) Developer, the City, and the Assessor shall have entered into the Minimum Assessment Agreement; and

(c) Developer shall have executed a Promissory Note in the form attached as Exhibit G; and

(d) Developer shall have obtained and provided to the City a letter of credit or dedicated certificate of deposit titled in the name of the City securing repayment of the Forgivable Loan; and

(e) Physical construction (which does not include preliminary activities such as planning or designing, securing financing, or demolition), shall have commenced. (Meaning, at a minimum site preparation excavation for and pouring of foundations , and/or the vertical installation or erection of improvements).

Section 10.3 Forgiveness of the Forgivable Loan.

(a) The Forgivable Loan shall be forgiven at the rate of $50,000 per year, for five years beginning on December 31, ~~2019~~2020 assuming:

(i) Developer is in compliance with all terms, conditions and obligations of this Agreement as of the date the loan forgiveness is to be granted, including but not limited to the employment and leasing obligations in Sections 6.6 and 6.7 (noncompliance with the leasing obligations in Section 6.7 again being subject only to the remedies in Section 11.2(f); and

(ii) Developer has submitted Annual Certifications pursuant to Section 6.8 hereof including all requested information, and the Annual Certifications (or other information) does not indicate that any Event of Default has occurred or is occurring.

(iii) The Minimum Improvements were substantially completed by ~~November 1, 2018.~~December 31, 2019. If the Minimum Improvements are not substantially completed by ~~November 1, 2018,~~December 31, 2019, then loan forgiveness will not begin as scheduled.

(iv) The Minimum Assessment Agreement has been fully executed and the Minimum Improvements are assessed at or in excess of the amount required thereunder, and all taxes assessed against the Development Property and Minimum Improvements that are due and payable have been paid.

The City will, in a reasonable manner, on an annual basis beginning in ~~2019,~~2020, evaluate whether Developer is in compliance with the terms, conditions and obligations of this Agreement for forgiveness of the Forgivable Loan, and will notify Developer by each December 1 in writing if the City takes the position that the Developer does not qualify for that year's loan forgiveness.

Section 10.4. Forgivable Loan Default. If the loan is not forgiven and/or repaid by Developer pursuant to the terms of this Agreement, then an Event of Default shall be deemed to have occurred, in which event the City has the rights under Article XI of this Agreement and under the terms of the Promissory Note.

Section 10.5. Promissory Note.

(a) The Developer will execute a Promissory Note in the form attached as Exhibit G to this Agreement as a condition precedent to the grant of the Forgivable Loan (See Section 10.2(c)). The Promissory Note will be reduced by $50,000 of the initial

balance of the Forgivable Loan by each December 31 for five (5) years. The City will provide notice to Developer by December 1 if the City reasonably believes Developer fails to qualify for that year's loan forgiveness.

(b) Unless under formal judicial challenge by the Developer, should Developer fail to qualify for loan forgiveness in whole or in part during any year, the entire outstanding unforgiven balance of the Forgivable Loan will become immediately due and payable within 30 days of the time the City shall send notice to Developer of Developer's failure to qualify for loan forgiveness. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due. Notwithstanding the preceding sentences, if Developer's only default is default of the leasing requirements in Section 6.7, repayment of the Forgivable Loan will be paid by the Developer as provided in Section 11.2(f).

Section 10.6. Cancellation of Promissory Note. The Promissory Note will be cancelled when no outstanding balance of the Promissory Note exists. No outstanding balance will exist upon occurrence of any of the following:

(a) the entire Forgivable Loan has been forgiven; or

(b) Developer has paid the City ~~any~~the entire portion of the Forgivable Loan, including as provided for in Section 11.2(f) that has not been forgiven.

ARTICLE XI. REMEDIES

Section 11.1. Developer Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

b. Failure by Developer to comply with Sections 6.6, 6.7 (remedy for default of Section 6.7 limited as provided in Section 11.2(f)), 6.8, 6.9, or 6.10 of this Agreement, as applicable;

c. Transfer of Developer's or Developer's interest in the Development Property, Minimum Improvements, or this Agreement in violation of the provisions of this Agreement;

d. Failure by Developer to pay ad valorem taxes on the Development Property or Minimum Improvements;

e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including the Promissory Note;

f. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment;

g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been materially incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. City Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of forty-five (45) days' written notice by the City to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said forty-five (45) days, or if the Event of Default cannot reasonably be cured within forty-five (45) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer deemed adequate by the City in its reasonable discretion, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement (assuming expiration of the cure period in Section 11.2 above, or upon an Event of Default which cannot reasonably be cured within the cure period, if Developer has not provided assurance reasonably satisfactory to the City that the Event of Default will be cured or otherwise addressed as soon as reasonably possible) but notwithstanding the foregoing, the City agrees to make reasonable and best faith efforts to suspend performance under Section 11.2(a) prior to exercising any rights of termination herein;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement; or

e. The City will have no obligation to make payment of Economic Development Grants to Developer subsequent to the Event of Default.

f. The City shall be entitled to recover from the Developer the then remaining balance amount of the Forgivable Loan pursuant to the Promissory Note and as provided in this Agreement or through the Letter of Credit or dedicated deposit. Notwithstanding anything contained herein to the contrary, if the only Event of Default by Developer is failure to lease the Minimum Improvements to the required number of restaurants pursuant to Section 6.7, the City's sole remedy shall be repayment of the then balance of the Forgivable Loan by the Developer through reduction in the next Economic Development Grants due Developer. In order to qualify for loan forgiveness of the Forgivable Loan only, three restaurants are required to be located at the Minimum Improvements pursuant to this Agreement, and the Developer's right to receive the Economic Development Grants is not subject to the same (assuming all other terms of this Agreement are met). For each restaurant that Developer fails to locate at the Minimum Improvements by the deadlines imposed hereunder, the next Economic Development Grants due to the Developer shall be reduced by 1/3 of the remaining balance of the Forgivable Loan to the City until the remaining balance of the Forgivable Loan has been recouped by the City.

Section 11.3. Developer's Remedies on Default. Whenever any Event of Default occurs by the City, the Developer may terminate this Agreement, and the Developer may take any legal action it considers necessary to recover damages from the City or to enforce this Agreement, subject to a forty-five (45) day written notice to the City with an opportunity for the City to cure the Event of Default during the forty-five (45) day notice period.

Section 11.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.6. Agreement to Pay Attorneys' Fees and Expenses.

a. Each party shall pay their own costs and attorneys fees in connection with the drafting and execution of this Agreement. Notwithstanding the foregoing, Developer hereby agrees to reimburse the City for legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement up to an amount not in excess of $3,500.00. Furthermore, Developer agrees to pay all costs of the City associated with the amendment of this Agreement, as requested by Developer in 2018. The Developer agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Developer evidencing such costs.

b. Whenever any Event of Default occurs and either party shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other party herein contained, the non-prevailing party agrees that the it shall, on demand therefor, pay to the prevailing party the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred in connection therewith.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer and the City represent and warrant that, to their respective best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of Developer, is addressed or delivered personally to M Town, LLC at 6500 University Ave., #308, Windsor Heights, IA, 50324, Attn: Jonathan Koester;

b. In the case of the City, is addressed to or delivered personally to the City at 1133 66th St, Windsor Heights, IA 50324,

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto. The parties hereby agree that the Original Agreement is to terminate upon and be replaced by the execution of this Agreement.

Section 12.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, ~~2029,~~2031, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 12.10. No Third-Party Beneficiaries. Except for successors and/or assigns, no rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 12.11. Representatives Not Individually Liable. No member, official or employee of City or Developer shall be personally liable in the event of any default or breach by either party under this Agreement, or for any amount which may become due or on any obligations under the terms of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its Deputy

City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

(SEAL) CITY OF WINDSOR HEIGHTS, IOWA

By: _____
~~Diana Willits~~_____, Mayor

ATTEST:

By: _____
~~Marcia Woodke~~_____, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, ~~2017,~~2018, before me a Notary Public in and for said State, personally appeared ~~Diana Willits and Marcia Woodke~~_____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Windsor Heights, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

M TOWN, LLC

By: _____
Jonathan Koester, Manager

ATTEST:

By: _____
_____, _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, ~~2017,~~2018, before me the undersigned, a Notary Public in and for said State, personally appeared Jonathan Koester and _____, to me personally known, who, being by me duly sworn, did say that they are the Manager and _____ of M Town, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Jonathan Koester and _____ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as follows:

6580 University Avenue, Windsor Heights, Iowa

A parcel of land located in Lots 3 and 4 of Cooper Place, an Official Plat, now included in and forming a part of the City of Windsor Heights, Polk County, Iowa, more particularly described as follows:

Commencing at the Northwest corner of said Lot 4; THENCE South 00°54'41" East, along the West line of said Lot 4, a distance of 28.34 feet to the POINT OF BEGINNING said point being on the South Right-of-Way line of University Avenue, as currently established; THENCE North 44°37'30" East, along said South Right-of-Way line, a distance of 20.98 feet; THENCE continuing along said South Right-of-Way line, South 89°43'50" East, a distance of 193.12; THENCE continuing along said South Right-of-Way line, North 87°58'44" East, a distance of 5.29 feet; THENCE South 00°48'28" East, a distance of 200.59 feet; THENCE South 89°51'51" West, a distance of 62.08 feet; THENCE North 00°57'34" West a distance of 65.22 feet; THENCE North 89°50'42" West, a distance of 64.30 feet; THENCE North 01°00'17" West, a distance of 20.00 feet; THENCE South 89°59'56" West, a distance of 86.54 feet to a point on the West line of said Lot 4; THENCE North 00°54'41" West, along said West line of Lot 4, a distance of 101.14 feet to the POINT OF BEGINNING, containing 31,143 square feet, more or less.

EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of an approximately 67,294 square foot building on the Development Property after demolition of all existing structures. Specifically, the building constituting the Minimum Improvements shall be constructed to accommodate and contain an anchor restaurant, two secondary restaurants, and additional space for retail or office storefront tenants. Construction of the Minimum Improvements is expected to be completed by the end of 2018. Construction costs for the Minimum Improvements are expected to be no less than approximately $6.8 million. The Minimum Assessment Agreement sets the value of this property for assessment purposes at $7.5 million (building value only – excludes value of land, equipment and machinery), but the Polk County Assessor will make the final determination as to the assessed value.

A final site plan further describing the Minimum Improvements is attached as Exhibit B-1.

EXHIBIT B-1

Windsor Heights City Center

Schematic Vision Plan

June 3, 2016 | Windsor Heights - 75th Anniversary and Celebrating Tomorrow! | Koester Development LLC 6500 University Ave. Suite Windsor Heights, IA 50324 | VdW, Inc. 1163 24th St. Suite 100 Des Moines, IA 50311 | A | 01

EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Windsor Heights, Iowa (the "City") and M Town, LLC (the "Developer") did on or about the _____ day of _____, ~~2017,~~2018, make, execute and deliver, each to the other, an Amended Agreement for Private Development (the "Amended Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Amended Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

6580 University Avenue, Windsor Heights, Iowa

A parcel of land located in Lots 3 and 4 of Cooper Place, an Official Plat, now included in and forming a part of the City of Windsor Heights, Polk County, Iowa, more particularly described as follows:

Commencing at the Northwest corner of said Lot 4; THENCE South 00°54'41" East, along the West line of said Lot 4, a distance of 28.34 feet to the POINT OF BEGINNING said point being on the South Right-of-Way line of University Avenue, as currently established; THENCE North 44°37'30" East, along said South Right-of-Way line, a distance of 20.98 feet; THENCE continuing along said South Right-of-Way line, South 89°43'50" East, a distance of 193.12; THENCE continuing along said South Right-of-Way line, North 87°58'44" East, a distance of 5.29 feet; THENCE South 00°48'28" East, a distance of 200.59 feet; THENCE South 89°51'51" West, a distance of 62.08 feet; THENCE North 00°57'34" West a distance of 65.22 feet; THENCE North 89°50'42" West, a distance of 64.30 feet; THENCE North 01°00'17" West, a distance of 20.00 feet; THENCE South 89°59'56" West, a distance of 86.54 feet to a point on the West line of said Lot 4; THENCE North 00°54'41" West, along said West line of Lot 4, a distance of 101.14 feet to the POINT OF BEGINNING, containing 31,143 square feet, more or less.

(the "Development Property"); and

WHEREAS, the Amended Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Amended Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Amended Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Amended Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Polk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Amended Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Amended Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL) CITY OF WINDSOR HEIGHTS, IOWA

By: _____
ATTEST: ~~Diana Willits~~_____, Mayor

By: _____
~~Marcia Woodke~~_____, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, ~~2017,~~2018, before me a Notary Public in and for said State, personally appeared ~~Diana Willits and Marcia Woodke~~_____and_____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Windsor Heights, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Windsor Heights, Iowa (the "City"), and M Town, LLC, an Iowa limited liability company ("Developer"), did on or about the _____ day of _____, ~~2017,~~2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Second Amended and Restated Urban Renewal Plan (the "Plan"), to develop and operate certain real property located within the City and within the Consolidated Windsor Heights Urban Renewal Area.

The Development Property is described as follows:

6580 University Avenue, Windsor Heights, Iowa

A parcel of land located in Lots 3 and 4 of Cooper Place, an Official Plat, now included in and forming a part of the City of Windsor Heights, Polk County, Iowa, more particularly described as follows:

Commencing at the Northwest corner of said Lot 4; THENCE South 00°54'41" East, along the West line of said Lot 4, a distance of 28.34 feet to the POINT OF BEGINNING said point being on the South Right-of-Way line of University Avenue, as currently established; THENCE North 44°37'30" East, along said South Right-of-Way line, a distance of 20.98 feet; THENCE continuing along said South Right-of-Way line, South 89°43'50" East, a distance of 193.12; THENCE continuing along said South Right-of-Way line, North 87°58'44" East, a distance of 5.29 feet; THENCE South 00°48'28" East, a distance of 200.59 feet; THENCE South 89°51'51" West, a distance of 62.08 feet; THENCE North 00°57'34" West a distance of 65.22 feet; THENCE North 89°50'42" West, a distance of 64.30 feet; THENCE North 01°00'17" West, a distance of 20.00 feet; THENCE South 89°59'56" West, a distance of 86.54 feet to a point on the West line of said Lot 4; THENCE North 00°54'41" West, along said West line of Lot 4, a distance of 101.14 feet to the POINT OF BEGINNING, containing 31,143 square feet, more or less.

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2017 and terminates on December 31, ~~2029,~~2031, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City, Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Windsor Heights, Iowa.

[Signatures Start on Next Page]

IN WITNESS WHEREOF, the City, Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, ~~2017.~~2018.

(SEAL) CITY OF WINDSOR HEIGHTS, IOWA

By: _____
~~Diana Willits~~_____, Mayor

ATTEST:

By: _____
~~Marcia Woodke, City~~_____, Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, ~~2017,~~2018, before me a Notary Public in and for said State, personally appeared ~~Diana Willits and Marcia Woodke~~_____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Windsor Heights, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

M TOWN, LLC

By _____
Jonathan Koester, Manager

By: _____
_____, _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, ~~2017,~~2018, before me the undersigned, a Notary Public in and for said State, personally appeared Jonathan Koester and _____, to me personally known, who, being by me duly sworn, did say that they are the Manager and _____ of M Town, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Jonathan Koester and _____, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

EXHIBIT E

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT ("Minimum Assessment Agreement" or "Assessment Agreement"), is dated as of _____, ~~2017,~~2018, by and between the City of Windsor Heights, Iowa (the "City"), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2015, as amended, and Chapter 15A (the "Urban Renewal Act"), and M Town, LLC, an Iowa limited liability company having an office for the transaction of business at 6500 University Ave., #308, Windsor Heights, IA, 50324 ("Developer").

WITNESSETH:

WHEREAS, the City and Developer have entered into an Agreement for Private Development dated as of _____, ~~2017~~2018 ("Development Agreement" or "Agreement") regarding certain real property located in the City, the legal description, which is legally described as follows:

6580 University Avenue, Windsor Heights, Iowa

A parcel of land located in Lots 3 and 4 of Cooper Place, an Official Plat, now included in and forming a part of the City of Windsor Heights, Polk County, Iowa, more particularly described as follows:

Commencing at the Northwest corner of said Lot 4; THENCE South 00°54'41" East, along the West line of said Lot 4, a distance of 28.34 feet to the POINT OF BEGINNING said point being on the South Right-of-Way line of University Avenue, as currently established; THENCE North 44°37'30" East, along said South Right-of-Way line, a distance of 20.98 feet; THENCE continuing along said South Right-of-Way line, South 89°43'50" East, a distance of 193.12; THENCE continuing along said South Right-of-Way line, North 87°58'44" East, a distance of 5.29 feet; THENCE South 00°48'28" East, a distance of 200.59 feet; THENCE South 89°51'51" West, a distance of 62.08 feet;
THENCE North 00°57'34" West a distance of 65.22 feet; THENCE North 89°50'42" West, a distance of 64.30 feet; THENCE North 01°00'17" West, a distance of 20.00 feet; THENCE South 89°59'56" West, a distance of 86.54 feet to a point on the West line of said Lot 4; THENCE North 00°54'41" West, along said West line of Lot 4, a distance of 101.14 feet to the POINT OF BEGINNING, containing 31,143 square feet, more or less.

(the "Development Property"); and

WHEREAS, it is contemplated that Developer will undertake the construction of Minimum Improvements (as defined in the Development Agreement) by building a new 67,294 square foot building (the "Minimum Improvements") on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property by Developer pursuant to the Development Agreement; and

WHEREAS, the City and the Assessor for the County of Polk have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements, but no later than ~~November~~January 1, ~~2018,~~2020, the minimum actual ~~taxable~~ value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property (building value only – excluding value of land, machinery and equipment) shall be not less than Seven Million Five Hundred Thousand Dollars ($7,500,000) (hereafter referred to as the "Minimum Actual Value").

The Minimum Actual Value shall continue to be effective until termination of this Minimum Assessment Agreement on June 30, 2030, or earlier as provided in the Development Agreement (the "Assessment Agreement Termination Date"). This means that the Minimum Improvements shall have a Minimum Actual Value of at least $7,500,000 until as of January 1, ~~2028,~~2029, which shall govern the taxes collected for the entire fiscal year ~~2028-2029.~~2030-2031. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

4. Developer agrees that its obligations to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason whatsoever.

5. Except as otherwise provided for within the Development Agreement, Developer agrees that, prior to the Termination Date, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Improvements determined by any tax official to be applicable to the Development Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Termination Date; or

c. request the Assessor to reduce the Minimum Actual Value; or

d. appeal to the board of review of the City, County, State, the Property Assessment Appeal Board, or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

6. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Polk County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer or the City of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent the City or encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

7. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

8. This Minimum Assessment Agreement shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

9. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. Except as otherwise provided for in the Development Agreement, Developer shall not seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

10. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

11. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Termination Date set forth in Section 1 above.

12. Developer has provided a title opinion to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

[Remainder of this page intentionally left blank. Signature pages to follow.]

CITY OF WINDSOR HEIGHTS, IOWA

By:_____
~~Diana Willits~~_____, Mayor

ATTEST:

By:_____
~~Marcia Woodke~~_____, City Clerk

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, ~~2017,~~2018, before me a Notary Public in and for said State, personally appeared ~~Diana Willits and Marcia Woodke~~_____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the Polk County, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

M TOWN, LLC

By: _____
Jonathan Koester, Manager

ATTEST:

By:_____
_____, _____

STATE OF IOWA)
)
COUNTY OF POLK)

On this _____ day of _____, ~~2017,~~2018, before me the undersigned, a Notary Public in and for said State, personally appeared Jonathan Koester and _____, to me personally known, who being duly sworn, did say that they are the Manager and _____ of M Town, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Jonathan Koester and _____, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Minimum Assessment Agreement entered into between the parties, and agreeing to be bound by its terms, subordinates any previously acquired mortgage and interest in the Development Property and Minimum Improvements to the City of Windsor Heights, Iowa. This provision shall be binding on the parties and their respective successors and assigns.

_____ [NAME OF LIENHOLDER]

By: _____
Signature

_____
Date

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, ~~2017,~~2018, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____and _____, respectively, of _____ and that said instrument was signed on behalf of said company, and that the said _____, and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said domestic company, by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

[Add additional pages for each Lienholder]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Minimum Improvements and the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Minimum Improvements upon completion, but in no event later than January 1, ~~2018~~2020 shall not be less than Seven Million, Five Hundred Thousand Dollars ($7,500,000) (building value only – excluding value of land, equipment and machinery) all until the Termination Date of this Minimum Assessment Agreement.

_____
Assessor for the County of Polk, Iowa

_____
Date

STATE OF IOWA)
) SS
COUNTY OF POLK)

Subscribed and sworn to before me by _____, Assessor for the County of Polk, Iowa.

_____
Notary Public in and for the State of Iowa

EXHIBIT F

DEVELOPER ANNUAL CERTIFICATION

(due by October 1st as required under terms of Development Agreement)

Developer certifies the following:

During the time period covered by this Certification, Developer is and was in compliance with Section 6.8 as follows:

(i) the Minimum Improvements were first fully assessed on January 1, 20___, at a full assessment value of $_____;

(ii) the Minimum Improvements contain the following uses: _____ _____;

(iii) the number of employees employed at the Minimum Improvements as of October 1, 20___ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__: _____	April 1, 20__:_____
September 1, 20__:_____	March 1, 20__:_____
August 1, 20__:_____	February 1, 20___:_____
July 1, 20__:_____	January 1, 20__:_____
June 1, 20__:_____	December 1, 20__:_____
May 1, 20__: _____	November 1, 20__:_____

The "Monthly Average" means the number of employees as of the 1st of each of the 12 months and divided by 12.

(iv) the undersigned officer of Developer is familiar with the terms and provisions of this Agreement and certifies that Developer is not in default in the fulfillment of any of the terms and conditions of this Agreement, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed and certified this _____ day of _____, 20___.

M TOWN, LLC

By: _____

Jonathan Koester, Manager

EXHIBIT G
PROMISSORY NOTE

_____, ~~2017~~2018

FOR VALUE RECEIVED, M TOWN, LLC (the "Borrower") agrees and promises to pay to the order of the CITY OF WINDSOR HEIGHTS (the "Lender") the sum of $250,000, which is the total amount of the Forgivable Loan as defined in that certain Agreement for Private Development dated _____, ~~2017~~2018 between the parties ("Development Agreement"). The following are the terms of this Promissory Note ("Note").

1. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Development Agreement, unless this Note is forgiven, cancelled or otherwise repaid pursuant to the terms of the Development Agreement. If Lender does not forgive or cancel this Note, or if Borrower has not repaid the amount of the principal or the portion due and owing, as defined by the Development Agreement, or if Borrower defaults under any term or condition of the Development Agreement, then Borrower will be in Default and subject to the consequences for Default in Article XI of the Development Agreement and Paragraph 3 of this Note.

2. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Note.

3. Any default under the Development Agreement shall be a Default hereunder and payment may be accelerated as provided in the Development Agreement. Subject to the terms and conditions of the Development Agreement, upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note or the Development agreement, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Note with interest accruing at an annual rate of 4% beginning 30 days following the City's demand for payment until paid in full. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Note.

4. If this Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender's exercise of any or all of its rights and remedies under this Note, including, without limitation, court costs, and attorneys' fees.

5. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial exercise preclude full exercise of such rights and powers. No right or remedy of the Lender shall be deemed abridged or modified by any course of conduct, and no waiver thereof shall be predicated thereon.

6. The obligations of the Borrower under the terms of this Note shall be binding on the successors-in-interest, legal representatives, and assigns of the Borrower, and shall inure to the benefit of the Lender and the Lender's successors-in-interest, legal representatives, and assigns.

7. This Note is also subject to the terms and conditions of the Development Agreement.

IMPORTANT: READ BEFORE SIGNING: The terms of this Note and the Development Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained may be legally enforced. You may change the terms of this Agreement only by another written agreement.

Dated as of _____, ~~2017.~~2018.

M TOWN, LLC

By: _____
Jonathan Koester, Manager

ATTEST:

By_____
_____, _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, ~~2017,~~2018, before me the undersigned, a Notary Public in and for said State, personally appeared Jonathan Koester and _____, to me personally known, who, being by me duly sworn, did say that they are the Manager and _____, respectively, of M Town, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Jonathan Koester and _____ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

01267530-1\11366-049

Document comparison by Workshare Compare on Friday, December 14, 2018 9:05:35 AM

Input:	
Document 1 ID	C:\Users\lemke.susan\My Documents\ndeloc\Amended Koester Final.9-22.17.docx
Description	C:\Users\lemke.susan\My Documents\ndeloc\Amended Koester Final.9-22.17.docx
Document 2 ID	C:\Users\lemke.susan\My Documents\ndeloc\Koester Agreement (Windsor Heights #6)-v2.docx
Description	C:\Users\lemke.susan\My Documents\ndeloc\Koester Agreement (Windsor Heights #6)-v2.docx
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	117
Deletions	83
Moved from	1
Moved to	1
Style change	0
Format changed	0

Total changes	202

From:	Mike Loffredo
To:	Dave Burgess
Cc:	Mike Jones; Joseph Jones; Threase Harms; Zac Bales-Henry; Elizabeth Hansen; Erin Clanton
Subject:	M Town LLC Agreement
Date:	Tuesday, January 01, 2019 1:04:29 PM

Please consider adding the following for consideration at the next regular scheduled council meeting:

Proposed Amendment: The end date of the extension agreement shall remain the same as in the original agreement.
Rationale: The original agreement negotiated with former mayor Willis has twice been extended without follow-through action by M Town. Furthermore, it appears the city negotiated the original agreement in good faith and has since been exceedingly accommodating without reciprocity.

Thanks

ITEM #10A
DATE: 1/7/2019

COUNCIL ACTION FORM

AGENDA ITEM: APPROVAL OF PURCHASE OF THREE (3) MOBILE DATA TERMINALS (MDT) AND INSTALLATION FROM KELTEK FOR THE FIRE DEPARTMENT IN THE AMOUNT OF $19,771.16.

HISTORY:

The Windsor Heights Fire Department included the purchase of three (3) Mobile Data Terminals (MDT's) for Fire Apparatus in the Equipment Revolving Plan (ERP), funded through unexpected revenues from the ATE program. The MDT's were listed in the IT line for the equipment revolving plan.

Currently, the Fire Department has no MDT capability in an apparatus. As a result, Fire Apparatus operators cannot see additional information given by dispatch only over the MDT, such as security codes for doors, gates, etc. which are sensitive and should not be communicated via radio. The addition of the MDT's in the Fire Apparatus also allow personnel to see building plans, firefighting pre-plans, emergency contacts, and other important data not available without the use of a computer on scene. Adding MDT's to three of the Apparatus (Ambulance, First Out Engine, and one Command Vehicle) will assist the Fire Department in efficient operation and communications with dispatch. The ERP request costs included the actual computer hardware, the mounting hardware, installation and one-year of connectivity for all three units.

Keltek Incorporated holds the State of Iowa contract for such equipment, and provides all such equipment for the Police Department. Keltek provided a bid of $17,903.66 for the computers and mounting hardware, and a bid of $1,867.50 for the on-site installation of the MDT's in the vehicles. The total amount would be $19,771.16 for the hardware and the three units to be installed.

Once the MDT's are installed, connectivity will be obtained through our current vendor, Verizon, for the units to be accessible in the field.

BUDGET:

On October 1, 2018, Council voted to approve ATE expenses to cover the ERP for IT expenses in the amount of $25,000.00. The actual cost will be under the budgeted amount as hardware and installation will be $19,771.16 and connectivity for one-year will be $1,439.64 ($39.99 per month, per device for a total cost of approximately $21,210.80.

OPTIONS:

1. Approve the purchase of the computers, hardware, and installation through KelTek in the amount of $19,771.16.

2. Refer back to staff to consider other alternatives.

3. Take no action at this time.

STAFF RECOMMENDATIONS:
Staff recommends approval of the purchase of this necessary purchase; which the expenses have been approved by Council. Therefore, it is the recommendation of the City Administrator that Council approve Option #1, accepting the quote from Keltek in the amount of $19,771.16.

QUOTATION

KELTEK INCORPORATED

☐ Internal Approval
☐ Customer Approval

Quote Number: 25041
Quote Date: 12/11/2018

Quote Total: $17,903.66

Main Phone: 641-227-2222
Email: sales@keltekinc.com
Address: PO Box 14 Baxter, IA 50028

Quoted To:
Windsor Heights Fire
1133 66th St

Windsor Heights
IA 50324

Ph: 515-279-3663

Deliver To:
Windsor Heights Fire
1133 66th St

Windsor Heights
IA 50324

Quote Notes:

Account	Customer Contact	Order Ref	Terr	Rep	Quote Valid for:
100812		RETRO CF-33	1	AS	30 Days

Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
NASPO-IA	NASPO-IA contract number MNWNC-124	1.00	$0.00	0.00	$0.00	$0.00
LABOR CONTRACT	**Iowa DAS KELTEK Labor** Master Agreement 0055090-15 ***Chad McCluskey, 515-277-4453*** ***cmccluskey@windsorheights.org*** ***Retrofit of Computer Solutions*** ***Fleet Audit Photos:*** ***S:\Shared Folders\Customer Accounts \Windsor Heights Fire\Vehicle Installs \Fleet Audit Photos*** ********** ***Floor Mount*** ***Unit 553, 2012 Ford F450-Red*** ***VIN 1FDUF4HT6CEC34698*** ********** ***Dash Area Mount*** ***Unit 551, 2006 Freightliner-Red*** ***VIN 1AFAADCY47RY24679*** ********** ***Floor Mount*** ***Unit 559, 2013 Ford SUV-Red*** ***VIN 1GNSK2E09ER207942*** ********** ***Computer***	1.00	$0.00	0.00	$0.00	$0.00
CF-33LE-02VM	Panasonic CF-33 Public Safety Bundled SKU - Win10, i5, 8GB, 256GB SSD, LTE, RFID & GPS	3.00	$4877.00	25.00	$3657.75	$10973.25
CF-VEK331LMP	CF-33 Premium Keyboard ***Computer Dock - 1 Hr***	3.00	$670.00	11.00	$596.30	$1788.90
DS-PAN-1102-2	Docking station: Panasonic Toughbook 33 ***Computer, Antenna - 1 Hr***	3.00	$1568.84	43.00	$894.24	$2682.72
AP-CG-Q-S11-BL	BLACK - AP-Cell/LTE/GPS ***Computer, GPS - .5 Hrs*** ***Integrated in Computer*** ***Computer, Accessories - .5 Hrs***	3.00	$110.18	0.00	$110.18	$330.55

Continued...

KELTEK INCORPORATED

QUOTATION

Main Phone: 641-227-2222
Email: sales@keltekinc.com

Account	Order Ref	Whse	Terr	Rep	Our Order No.	Quote Valid for
100812	RETRO CF-33	MAIN	1	AS	25041	30 Days

Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
	None-Extended Warranty Available					
	Computer, Dock Mounting Equip - 1 Hr					
	Unit 553, 2012 Ford F450-Red					
C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion adapter	1.00	$340.55	43.00	$194.11	$194.11
CM003406	Adapter Bushing to be used W/ Clamp Collar on C-HDM-401, C-HDM-403 or C-HDM-417	1.00	$12.98	43.00	$7.40	$7.40
C-HDM-401	Heavy Duty Stability Support Arm, Mounts to OEM Frame Under Passenger Glove Box Door	1.00	$70.30	43.00	$40.07	$40.07
C-HDM-209	8.5" Heavy Duty Telescoping Pole Height 1- 8.5"/ Height 2 - 13"	1.00	$98.14	43.00	$55.94	$55.94
C-HDM-142	1999-2016 Ford F250-F550 Pick up Heavy Duty Vehicle Mount	1.00	$117.88	43.00	$67.19	$67.19
	Unit 551, 2006 Freightliner-Red					
C-HDM-133	5.5 in high, 90 degrees Heavy Duty Vehicle angle mounting bracket	1.00	$99.49	43.00	$56.71	$56.71
C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion adapter	1.00	$340.55	43.00	$194.11	$194.11
	Unit 559, 2013 Ford SUV-Red					
C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion adapter	1.00	$340.55	43.00	$194.11	$194.11
CM003406	Adapter Bushing to be used W/ Clamp Collar on C-HDM-401, C-HDM-403 or C-HDM-417	1.00	$12.98	43.00	$7.40	$7.40
C-HDM-401	Heavy Duty Stability Support Arm, Mounts to OEM Frame Under Passenger Glove Box Door	1.00	$70.30	43.00	$40.07	$40.07
C-HDM-209	8.5" Heavy Duty Telescoping Pole Height 1- 8.5"/ Height 2 - 13"	1.00	$98.14	43.00	$55.94	$55.94
C-HDM-153	Heavy Duty Vehicle Mount 2013-2018 Ford Utility & 2011-2018 Ford Explorer	1.00	$117.88	43.00	$67.19	$67.19
	Computer, Professional Services - 1 Hr					
IT-TECH-SER-PC	Tech Services-Assemble PC Update OS, Active LTE and GPS Load Purchased Accy Drivers	3.00	$300.00	0.00	$300.00	$900.00

Continued...

KELTEK INCORPORATED

QUOTATION

Main Phone: 641-227-2222
Email: sales@keltekinc.com

Account	Order Ref	Whse	Terr	Rep	Our Order No.	Quote Valid for
100812	RETRO CF-33	MAIN	1	AS	25041	30 Days

Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
SH	Shipping cost calculated based on total order weight	124.00	$2.00	0.00	$2.00	$248.00

Complete Shipments vs Partials -KELTEK only ships complete orders unless partials are specifically requested (shipments may be from multiple manufacturers). Partial shipments may result in multiple shipments and multiple invoices with payment terms starting at time of invoice.

Returns: Special order item sales are final. Returns need to be completed within 90 days of invoice. All returns are subject to a 50% restocking fee or a replacement order of 1.5 times the original order amount. Items need to be unopened and in original packaging. Please contact your inside sales rep for RA information.

Warranty: Please contact your inside sale rep for details.

Payment Methods: KELTEK accepts cash, check, Visa or Mastercard. There is a 2.31% processing fee for use of a credit card. Prepayment required if new account or no terms.

Subtotal:	17,903.66
Sales Tax:	0.00
Grand Total:	17,903.66

KELTEK INCORPORATED

** Reprint **

☐ Internal Approval
☐ Customer Approval

QUOTATION

Quote Number: 25042
Quote Date: 12/11/2018

Quote Total: $1,867.50

Main Phone: 641-227-2222
Email: sales@keltekinc.com
Address: PO Box 14 Baxter, IA 50028

Quoted To:
Windsor Heights Fire
1133 66th St

Windsor Heights
IA 50324

Ph: 515-279-3663

Deliver To:
Windsor Heights Fire
1133 66th St

Windsor Heights
IA 50324

Quote Notes:

Account	Customer Contact	Order Ref	Terr	Rep	Quote Valid for:
100812	Chad McCluskey	KELTEK LABOR	1	AS	30 Days

Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
	Chad McCluskey, 515-277-4453					
	cmccluskey@windsorheights.org					
	Retrofit of Computer Solutions					
	Fleet Audit Photos:					
	S:\Shared Folders\Customer Accounts					
	\Windsor Heights Fire\Vehicle Installs					
	\Fleet Audit Photos					
	**********					
	Floor Mount					
	Unit 553, 2012 Ford F450-Red					
	VIN 1FDUF4HT6CEC34698					
	**********					
	Dash Area Mount					
	Unit 551, 2006 Freightliner-Red					
	VIN 1AFAADCY47RY24679					
	**********					
	Floor Mount					
	Unit 559, 2013 Ford SUV-Red					
	VIN 1GNSK2E09ER207942					
	**********					
KELTEK-SUPPLIES	General Supplies Consumed In The Completion of Your Project	1.00	$292.50	0.00	$292.50	$292.50
DAS-KEL-LABOR	**DAS Contract Labor Rate with** KELTEK Inc. ALL Labor: Removal & Install	1.00	$1575.00	0.00	$1575.00	$1575.00

Complete Shipments vs Partials -KELTEK only ships complete orders unless partials are specifically requested (shipments may be from multiple manufacturers). Partial shipments may result in multiple shipments and multiple invoices with payment terms starting at time of invoice.

Returns: Special order item sales are final. Returns need to be completed within 90 days of invoice. All returns are subject to a 50% restocking fee or a replacement order of 1.5 times the original order amount. Items need to be unopened and in original packaging. Please contact your inside sales rep for RA information.

Warranty: Please contact your inside sale rep for details.

Payment Methods: KELTEK accepts cash, check, Visa or Mastercard. There is a 2.31% processing fee for use of a credit card. Prepayment required if new account or no terms.

Subtotal:	1,867.50
Sales Tax:	0.00
Grand Total:	1,867.50

ITEM #10B
DATE: 1/7/2019

COUNCIL ACTION FORM

AGENDA ITEM: DISCUSSION AND APPROPRIATE FOLLOW UP ON AMENDMENTS TO THE CITY PURCHASING POLICY.

HISTORY:

Following the flash flooding on June 30, 2018, Staff has been working through requirements of the Federal Emergency Management Agency (FEMA) and the Iowa Department of Homeland Security with regards to reimbursement of funds expended by the City as a result of the disaster. To date, we have requested reimbursements totaling approximately $73,600.00. This amount is subject to change based on FEMA approvals and calculations.

During the process, Staff attended FEMA Procurement Training and Staff has been contacted by Christine Burkett, Finance Officer with the Iowa Department of Homeland Security and Emergency Management. Ms. Burkett conducted a federally mandated risk assessment in connection with our reimbursement requests.

Staff provided Burkett with documentation required for the risk assessment, however during the risk assessment Burkett noted the City purchasing policy does not meet Federal guidelines for reimbursement of Federal funds. Due to our policy not meeting Federal funding guidelines, Windsor Heights is considered a “High Risk” sub recipient, which carries additional requirements in order to secure Federal funds. The City of Windsor Heights must either (1) adopt a resolution updating the purchasing policy with regards to any purchase subject to federal funding, (2) have all department heads and elected officials attend a 2 to 2 ½ hour technical training session covering federal procurement guidelines, or (3) risk denial of any federal funding until one of the two options above is completed.

Burkett stated most other sub recipients in the metro area have chosen to bypass the technical assistance session by updating their policies to comply. Those communities, according to Burkett, include Des Moines, West Des Moines, Grimes, Norwalk, Pleasant Hill, Clive, Ankeny, and Urbandale. Staff confirmed West Des Moines, Ankeny and Clive adjusted their purchasing policies to meet the federal guidelines.

Burkett provided a sample policy, which was written by a County Attorney with input from FEMA legal. The sample policy was married with our current City Purchasing Policy to ensure compliance with regards to purchases using federal funds. The City Purchasing Policy has not changed outside of the addition of the language to comply with FEMA requirements and the redline version is attached.

BUDGET:

This action allows for FEMA reimbursement of federal funds. In the instance of the flash floods on June 30, 2018, the reimbursements are significant and we have requested approximately $73,600.00 in reimbursement through the Public Assistance Program. These funds are currently on hold pending the policy update or a technical assistance session. Should council approve the proposed changes, the applications for reimbursements will continue through the approval process.

OPTIONS:

1. Approve the proposed amendments to the City Purchasing Policy.

2. Vote to not approve the proposed amendments to the City Purchasing Policy and identify potential dates/times for Technical Assistance Training Session with Iowa Homeland Security.

3. Elect to make no changes and reject the Technical Assistance Program, putting any federal reimbursements in jeopardy.

STAFF RECOMMENDATIONS:

Therefore, it is the recommendation of the City Administrator that Council approve Option #1, approve the proposed amendments to the City Purchasing Policy.

Chad McCluskey

From: Burkett, Christine <christine.burkett@iowa.gov>
Sent: Tuesday, November 27, 2018 2:23 PM
To: Chad McCluskey
Subject: Federal Procurement Requirements

Chad,

Thank you for taking the time today to discuss the various requirements the City must meet in order to comply with Federal regulations and requirements, for disaster funding, administered by our agency. From our discussion, it sounds like the City has many of the processes and procedures in place to effectively manage federal grants, with one exception.

In December of 2014, federal regulations (2 C.F.R. Part 200) were updated, superseding previous grant guidance, and sub recipients were provided with a three year grace period in which to bring their procurement policies into compliance. That grace period ended in December 2017. The majority of our sub recipients have adopted, or are now adopting policies to meet these federal requirements. These requirements apply to all federal grants, not just those that pass though Iowa Homeland Security and Emergency Management.

We are required to deem any sub recipient that does not have a compliant procurement policy as high risk. High risk carries additional requirements for the City and our agency. Should the City remain a high risk applicant, one of those requirements will be a mandatory technical assistance educational session, covering federal procurement guidelines. Should the City not adopt an updated compliant policy, I will request to schedule this session with department heads and elected officials. The session will take about 2-2.5 hours, and will be similar in content to the session you and others from the Des Moines metro area attended in October.

As of this date, all of our sub recipients in the metro area have chosen to bypass the technical assistance session, by updating their policies to comply, including Des Moines, West Des Moines, Grimes, Norwalk, Pleasant Hill, Clive, Ankeny, and Urbandale. They all have achieved a low risk rating, and it is my goal to have the City of Windsor Heights in the low risk group.

The sample policy I sent to you was written by a County Attorney with input from FEMA Legal. The sample policy refers to the 2 C.F.R. Part 200 requirements that govern procurement actions. All of our sub recipients have used this policy to update their own policies with minor adjustments. This policy may be adopted as an addendum to your current policy, and does not dictate how the City is to conduct it's procurement actions and business transactions related to non-federal funds.

Please discuss this item with City leadership, and let me know how the City would like to proceed. I would like to see the City take action within 30 days if possible, and understand if it takes up to 60 days, due to meeting schedules, upcoming holidays, etc.

Thank you for working on this. If you have any questions or concerns please let me know. I look forward to hearing from you soon.

Christine Burkett
Finance and Monitoring Officer, Recovery Division

Department of Homeland Security and Emergency Management
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324
515-725-9398
christine.burkett@iowa.gov

PURCHASING POLICY AND PROCEDURES MANUAL
CITY OF WINDSOR HEIGHTS, IOWA
February, 2014

INTRODUCTION

The Purchasing Policy and Procedures Manual were developed to explain the purchasing system used by the City of Windsor Heights for non-public improvement projects, as defined by Iowa Code Chapter 26. The manual will outline the responsibilities and duties of the City Council, City Administrator, Accounting Clerk and the user departments. The manual will first explain the policies that guide the purchasing process. The policies seldom change and provide the governing principles and courses of action to follow. The detailed procedures and instructional statements will be presented after the policies. In general, the purchasing system used by the City is not centralized. This means that user departments independently purchase items needed for their operations. The City does not have a central purchasing department to buy items in bulk for storage until needed by the user departments.

The intent of the Windsor Heights City Council and city staff is to buy materials, supplies and services of high quality at a reasonable cost. All purchasing actions engaged by the City should be fair, impartial, and free from impropriety or the appearance of impropriety. All qualified buyers and sellers shall have access to compete for City business, and no reasonable offer shall be arbitrarily excluded. Business transactions between the City and City officials or employees are prohibited. Additionally, "related-party" transactions are also prohibited.

This manual is applicable to all operating departments.

PURPOSE

The purpose of this procurement policy is to ensure that sound business judgement is utilized in all procurement transactions and that supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable federal and state law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition. These procedures will ensure that all solicitations incorporate clear and accurate descriptions of the technical requirements for the goods or services being procured. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

APPLICATION

This policy applies to the procurement of all supplies, equipment, and construction and services of and for City of Windsor Heights that include any federal program funding. In regards to any such federal programs, all procurement will be done in accordance with 2 CFR; Part 200. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply. When federal requirements

conflict with local or state requirements, the federal requirement, or most restrictive requirement will be followed.

Formatted: Font: Bold

POLICIES

1. **COUNCIL AND STAFF ROLES**
   In the City of Windsor Heights, departments work independently when making purchases. If the proposed purchase is greater than $7,500, departments work with the City Administrator, Accounting Clerk, City Engineer or contractor to determine the acceptability of materials, supplies, or services provided and will follow the procedures outlined in this policy. The Accounting Clerk reviews all invoices for materials, supplies or services prior to payment. Any purchases that qualify as a public improvement, as defined by Iowa Code Chapter 26 (for public improvement projects exceeding $45,000) are subject to separate regulations; the guidance set forth in this policy should not be applicable to such projects.

2. **METHODS OF PROCUREMENT – GRANT FUNDING**

Formatted: Indent: Left: 0.13"

Procurement under grants shall be made by one of the following methods, as described herein: (a) small purchase procedures; (b) sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.

A. Micro-Purchase Procedures 200.320(a)
   i. The acquisition of supplies or serves, the aggregate dollar amount of which does not exceed the micro-purchase threshold - $10,000 (200.67)
   ii. To the extent practicable, must distribute micro-purchases equitably among qualified suppliers
   iii. May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable

B. Small Purchase Procedures 200.320(b)
   i. Are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than the simplified acquisition threshold - $250,000 (200.88)
   ii. Price or rate quotations are to be obtained from an "adequate number" of qualified sources

C. Sealed Bidding (formal advertising) 200.320(c)
   i. Lowest priced, responsive, responsible, bidder WINS
   ii. The preferred method for construction when sealed bidding is "feasible", which is when certain conditions are present
   iii. Bids must be solicited from an "adequate number of known suppliers", providing them sufficient response time before date for the opening of bids
   iv. Bids will be opened at the time and place prescribed in the invitation for bids
   v. Must publicly advertise the invitation for bids
   vi. Bids must be opened publicly
   vii. Other procedural requirements at 200.320(c)(2)

D. Competitive Proposals 200.320(d)

i. Used when conditions are not appropriate for the use of sealed bids

ii. The appropriate method when more than one source is expected to submit an offer and either a fixed-price or cost-reimbursement type contract is awarded

iii. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with ***price*** and other factors considered

iv. Requests for proposals ***must be publicized*** and identify all evaluation factors and their relative importance

v. Proposals must be solicited from an adequate number of qualified sources

vi. Must have written method for conducting technical evaluations of the proposals received and for selection of the contract

E. Noncompetitive Proposals 200.320(f)

i. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

a. **One Source**: the item is available only from a single source

b. **Exigency/Emergency**: an exigency or emergency will not permit a delay resulting from competitive solicitation

c. **Awarding Agency Approval:** the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity

d. **Inadequate Competition**: after the solicitation of a number of sources, competition is determined inadequate.

Formatted: Font: Times New Roman

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

Formatted: Font: Times New Roman

Formatted: List Paragraph, Indent: Left: 1.25"

Formatted: Font: Times New Roman, Bold, Font color: Red

Formatted: List Paragraph, Left, Right: 0", Numbered + Level: 2 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 1.75", Tab stops: Not at 6.38"

Formatted: Font: Times New Roman, Font color: Red

Formatted: Font: Times New Roman, Font color: Red

Formatted: Font: Bold

Formatted: Indent: Left: 0.5"

2. IOWA PREFERENCE GIVEN

By virtue of statutory authority, preference will be given to products and provisions grown and produced within the State of Iowa, with the exception of purchases/procurements expending federally awarded funds. The department supervisors shall make every effort to support Iowa products when making a purchase. Tied responses to solicitations, regardless of the type of solicitation, shall be decided in favor of the Iowa products.

Iowa Code, Chapter 73.1, Preference Authorized:
"Every…city, and every person acting as contracting or purchasing agent for any such…governing body shall use only those products and provision grown and coal produced within the state of Iowa, when they are found in marketable quantities in the state and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states…"

For purchases over $7,500, if a Windsor Heights-based company's bid is within 5% of the low-bid and all other specifications of the request for proposal are met by both companies; the city council may award the contract to the Windsor Heights-based company.

3. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (200.321)

In instances where federal funds apply, affirmative steps will be taken to assure, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women's business enterprises, and labor surplus area firms whenever they are potential sources.

Formatted: No bullets or numbering

Formatted: Indent: Left: 0.38"

Formatted: No bullets or numbering

~~3.~~4. COOPERATIVE PURCHASING

The City may initiate or participate with other governmental bodies, including the State of Iowa, in cooperative purchasing. This may take place either through the use of the Iowa Code Chapter 28E for intergovernmental agreements or utilization of a contract clause. This would allow a legal purchase at the cost designated in another entity's contract, in the best interest of the City, notwithstanding any provisions of this manual to the contrary. Utilization of existing state or federal government contracts would satisfy bidding and quotation procedures under this policy.

All legally binding contracts that are entered into on behalf of the City, in which the contract requires the City to commit to a purchase of more than $7,500, must be approved by City Council prior to entering the contract. Once the contract is approved, expenses under the contract provisions do not require purchase orders.

~~4.~~5. COMPETITIVE PROPOSAL REQUIREMENTS

All purchases of, and contracts for, supplies and contractual services, for an estimated cost greater than $7,500 or more, except as specifically provided herein, shall be based on competitive proposals. Utilization of a State or Federal bid contract satisfies the competitive proposal requirements. Staff review of posted or advertised prices can also be used to satisfy the competitive proposal requirements. Additionally, review of prices paid by other government entities for comparable product or services can be used to satisfy the competitive proposal requirement.

All requests for proposals for materials, products, supplies, provisions, and other needed articles and services to be purchased at public expense shall not knowingly be written in such a way as to exclude any company capable of filling the needs of the purchasing entity from submitting a responsive proposal. Whether or not stated in the Request for Proposal, the City may consider life cycle costing analysis, and may give weight to the value of standard facilities and equipment, in selecting a vendor.

Exceptions to the competitive proposal requirements include: professional services and professional service contracts, items costing under $7,500, and emergency purchases. Also, competitive proposals for ordinary or reoccurring expenses shall be sought every two years. This includes items such as office supplies, cleaning supplies, concrete, asphalt, etc.

All purchases for light, medium and heavy equipment and vehicles which are budgeted for or not budgeted for shall go through the competitive bidding requirements of this policy.

A vote by the City Council exempting specific opportunities or conditions may be requested. Approval of an exemption of this requirement shall be a simple majority vote by the Council.

6. CONTRACT PRICING (200.323)

Formatted: Indent: Left: 0"

Formatted: Font: Bold

A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

B. City of Windsor Heights shall perform some form of cost/price analysis for every procurement action, including contract modifications, amendments, or change orders. City of Windsor Heights shall make an independent estimate prior to receiving a bid or proposal.

C. City of Windsor Heights shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. In determining a fair and reasonable profit, City of Windsor Heights must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

~~5.~~6. SALES TAX EXEMPTIONS

Under Iowa Law, the City of Windsor Heights is exempt from tax in the case of sales of articles purchased for the City's exclusive use. Additionally, the Accounting Clerk will require the proper documentation from certain vendors so that the City may apply for sales tax reimbursement or refund.

~~6.~~7. EMERGENCY EXEMPTIONS

This policy may be circumvented if a situation arises that meets any of the following emergency procurement conditions:

1. the situation threatens public health, welfare or safety; or
2. there is a need to protect the health, welfare or safety of persons occupying or visiting a public improvement or property located adjacent to the public improvement; or
3. the department must act to preserve critical services or programs; or
4. the need is a result of events or circumstances not reasonably foreseeable.

In the event that any of these situations occur, purchases of emergency need items can be made without approvals required by this policy. At the conclusion of the situation, formal documentation will be required from staff participating in the event to outline the occurrence, and justify the expenditures made under the emergency exemption. These exemptions will be submitted to the Chief Financial Officer and if costs exceed $5,000, to City Council for approval.

~~7.~~8. CHANGE ORDERS

Change orders up to $2,500 may be approved by the Accounting Clerk. Any change orders exceeding $2,500, to a maximum of $7,500, may be approved by the City Administrator. Change orders exceeding $7,500 will require additional Council approval.

~~8.~~9. FORFEITED FUNDS

The Comprehensive Crime Control Act of 1984 authorized federal officials to implement a national asset forfeiture program as a tool to target criminals and assist anti-crime measures. Part of this legislation authorized the sharing of forfeited funds with cooperating law enforcement agencies. The Department of Justice (DOJ) has since produced a *Guide to Equitable Sharing for State and Local Law Enforcement Agencies,* to serve to promote and maintain the integrity of the equitable sharing program so that it can continue to merit public confidence and support. This guide sets forth specific regulations as prescribed by federal law, and in accordance with the Office of the Attorney General, that assures the legal transfer of property and seized assets in matters of administrative or judicial forfeiture. The sole responsibility for administration, regulation, and reporting of this

program within local jurisdictions lies with the chief law enforcement officer of that jurisdiction. For the City of Windsor Heights, this official shall be the Chief of Police.

The following expenses are generally approved for expenditure of forfeiture funds by the Department of Justice: law enforcement investigations, law enforcement training, law enforcement and detention facilities, law enforcement equipment, law enforcement travel and transportation, law enforcement awards and memorials, drug and gang education and awareness programs, matching funds for federal law enforcement grants, pro rata funding for multi-agency items or facilities, asset accounting and tracking of forfeiture funds, language assistance services for law enforcement activities, transfers to other law enforcement agencies, and support of community-based programs with a law enforcement initiative.

In general, priority shall be given to supporting community policing activities, training, and law enforcement operations. Preapproval from the Department of Justice of a listed expenditure may be required. All forfeiture expenditures must be approved by the Windsor Heights Chief of Police and submitted to the Chief Financial Officer.

Formatted: Indent: Left: 0"

10. AWARDED CONTRACTS

A. City of Windsor Heights will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov (200.213)

B. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.326 and Appendix II to Part 200.

C. City of Windsor Heights will maintain written standards of conduct covering conflicts of interest and must provide for disciplinary action to be applied for violations of such standards as defined in 2 CFR 200.318 (c) (1).

Formatted: Font: Bold

Formatted: Indent: Left: 0"

11. PROCUREMENT RECORDS

City of Windsor Heights shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (200.324)

City of Windsor Heights must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

(a) City of Windsor Heights must make available upon request, for the Federal awarding agency or pass-through entity preprocurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) City of Windsor Heights's procurement procedures or operation fails to comply with the procurement standards in this Part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(b) City of Windsor Heights is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.

(1) City of Windsor Heights may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) City of Windsor Heights may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from City of Windsor Heights that it is complying with these standards. City of Windsor Heights must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

Formatted: Indent: Left: 0"

APPENDIX A
PURCHASING PROCEDURES FOR DEPARTMENTAL BUDGET ITEMS

1. For all purchases verify that the item is a budgeted item for your Department.

2. Petty Cash Purchases
   Petty cash is used for vendors that the City does not already have an account set up for. Receipts with the employee's signature must be submitted to the Accounting Clerk promptly for payment.

3. Determine the process necessary for all your budgeted item purchases:

$1,000 & Under	Retain receipt & turn in for Department approval for all purchases
$1,001 - $3,999	3 verbal quotes before purchase
$4,000 - $7,500	3 written quotes before purchase
Over $7,500	Sealed bids, requires City Council approval before purchase is made.

4. Responsibility for purchases within each department rests with the Department Supervisor.
   a. If the Department Supervisor chooses to designate approval authority for purchasing, the employee must sign the receipt and return it to the Department Supervisor for signature and correct account coding before it is provided to the Accounting Clerk.
   b. Departments are responsible for submitting their invoices to the Accounting Clerk in a timely fashion as to avoid late fees or penalties from vendors.

5. Departments are not to separate purchases for the purpose of circumventing financial guidelines.

6. All items submitted for payment, regardless of cost, should be coded to an appropriate general ledger account. If the cost of a purchased item is to be split between departments, both or all of the Department Supervisors need to approve and initial the invoice and provide the appropriate account coding.

7. All purchases over $1000.00 are reviewed and signed by the Accounting Clerk, unless the Accounting Clerk is making the purchase, in which case the purchase must be approved by the City Administrator.

8. The City Administrator and Accounting Clerk are responsible for insuring that departments adhere to this policy.

9. Repeated failure to follow the above guidelines by any individual will be reported to the City Administrator or appropriate department head and will be subject to disciplinary action if violations persist.

PROCEDURES FOR OBTAINING COMPETITIVE QUOTES/PROPOSALS

$1,001 - $3,999

The employee requesting a purchase in this range must compile three verbal quotes. Telephone quotations are acceptable for these purchases. After writing down all three quotes, reviewing the prices and determining the low bidder who has met the requirements, the employee may attach the quotes to the bill for payment. Attach the list to the requisition and forward them to the Chief Financial Officer.

When obtaining telephone quotations, you are subject to certain legal constraints:

a. Do not reveal one vendor's price to another until the purchase order has been approved.
b. Do not ask a vendor to revise the price once it is given. (However, should a vendor call back before you have completed the telephone quotation process requesting to revise the price, you may accept the new price.)

A "No Bid" is not considered a bid when obtaining telephone quotations. Three prices are to be obtained and submitted in writing to the City Clerk's Office. If after contacting 6 or more vendors, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The Chief Financial Officer always reserve the right to review each telephone quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.

The telephone quotation only identifies the lowest bidder meeting specifications. Authority to place an order is given once the appropriate signatures have been secured.

NOTE: In some instances, verbal quotes may not be available from the vendors. In lieu of obtaining verbal quotes, written quotes may be obtained for items in this category. See the next section for discussion of acceptable written quote mediums.

$4,000-$7,500

Items $4,000 to $7,500 may be awarded by means of informal competitive bidding. All informal competitive bidding purchases in excess of $4,000 shall be based on at least three competitive written quotes, and shall be awarded to the lowest responsible bidder in accordance with the standards set forth in this policy.

All informal competitive bids shall be obtained by the Department Supervisor or designee by any of the written mediums discussed below and the Department shall maintain documents prescribed by the Accounting Clerk on all such transactions, and such records shall be open to the public for inspection. The written quotation only identifies the lowest bidder meeting specifications, subject to the Windsor Heights-based company provisions outlined in Section 2 of this policy. Authority to place an order is given once the appropriate signatures have been secured.

If after contacting 6 or more vendors, a purchaser is unable to obtain the 3 required quotes, the purchaser may document the vendors contacted and proceed with the process noted above. The Accounting Clerk reserves the right to review each quotation, obtain additional bids if deemed necessary, and verify prices with the named vendors.

Written quotes can be accepted in a variety of different mediums, but must clearly identify the vendor information associated with the pricing (IE: federal tax id#, email, fax, internet pricing lists, traditional catalog price lists, brochures, flyers). Pricing should include all applicable charges and shipping/handling fees.

Above $7,500

Approval for purchases expected to exceed $7,500 will follow a competitive proposal process as outlined in Section 4 of this policy. The item to be purchased must be approved by the Department Supervisor and the Accounting Clerk. Once bidding has been completed, the results will be submitted to City Council for final approval before the purchase is completed.

Whenever practical, purchases expected to exceed $7,500 must have a minimum of three prospective bidders and shall be bid on by formal written bid form. After due notice is given, the lowest responsible bidder will be chosen, subject to the Windsor Heights-based company provisions outlined in Section 2 of this policy.

Verbal Quotation Form
For:

Quotations Received from:

Vendor	Contact Name and Number	Price

Vendor	Contact Name and Number	Price

Vendor	Contact Name and Number	Price

Vendor	Contact Name and Number	Price

Vendor	Contact Name and Number	Price

Vendor	Contact Name and Number	Price

When obtaining quotations either in person or by phone, you are subject to certain legal constraints:

- Do not reveal one vendor's price to another.
- Do not ask a vendor to revise the price once it is given.

Three quotes are required unless you have contacted six vendors and are unable to obtain three quotes. If a vendor desires to submit a written quote, the written quote is acceptable and may be attached to this form.

Circle the selected vendor and turn this form into Accounts Payable to be attached to the invoice when paid.

_____ _____

Signature of Employee Obtaining Quotations Date

Written Quotation Form
For:

Additional requirements/specifications may be included on the back of this sheet.

Quotations Received from:

Vendor	Contact Name	Price
Address	Phone/Fax/E-mail	
Federal Tax Identification Number:		

Please address questions to and return quotations to:

_____

_____

_____

_____

_____

F:\Office\Forms\Written Quotation Form.doc

Administrator's Report
As of January 3, 2019

FLOOD RECOVERY

Regional Storm Water Planning – Local Government Collaborative: Mayor Burgess and Council member Zac Bales-Henry attended MAC first on November 13th where an Education and Outreach committee presented on the regional storm water planning efforts. The City Council can expect the information will be presented in January or February.

Elected and Senior Officials Workshop: Polk County Emergency Management is inviting Elected Officials to participate in a workshop on Thursday, January 10, 2019 at the Polk County EOC. Morning refreshments and networking from 8-8:30am. Workshop begins at 8:30 am and runs through 3:30pm. This workshop provides a forum to discuss strategic and executive-level issues related to all-hazard disaster preparedness, to share proven strategies and best practices, and to enhance coordination among officials responsible for emergency response and recovery from a disaster. This workshop integrates a multimedia scenario and vignettes that highlight key issues and facilitates executive-level discussion of the United States' National Strategy for Homeland Security. Additionally, the forum provides an opportunity to apply lessons learned from past local and national all-hazards disasters. This workshop includes seven distinct modules incorporating lecture, discussion, and a practical exercise. Each module focuses on a key component of disaster preparedness, such as Culture of Preparedness, Integrated Partnerships, Organizing for Success, Crisis Communications, etc. Within the various modules are opportunities for group interaction and discussion. The final module of the course is designed to provide the participants the opportunity to develop an action plan or to-do list for follow-up consideration and action. There is no cost to attend but registration is required. Registration: https://www.eventbrite.com/e/elected-and-senior-officials-workshop-registration-52508271654. Mayor Burgess and PSD McCluskey plan to attend.

Small Business Administration's (SBA) disaster declaration: Polk County just received notification of the Small Business Administration's (SBA) disaster declaration from this past summer's flash floods. This makes low interest loans available to businesses, non-profit organizations, homeowners and renters.

STREETS, SIDEWALKS AND PUBLIC WORKS

University Avenue Redesign – BMI Engineering: The next CSA meeting is scheduled for January 15, 2019, where the committee will review the project at 90% design. The plans will then be submitted to the Iowa Department of Transportation for review. An update on this project will be included in the monthly newsletter.

2017 Sidewalk and City Hall/Lion's Park Parking Lot Projects – Kingston Construction: BMI is maintaining a punch list of remaining items for each of these projects. Kingston was on site before the holidays. Staff, Bolton & Menk, and legal will be meeting to discuss liquidated damages.

Sunset Terrace Project – Sternquist Construction: BMI will be working on finalizing the project with Sternquist and having the city hire another contractor to come in the spring to complete the seeding work.

2018 HMA Overlay Project – Grimes Asphalt: Grimes Asphalt completed the punch list and BMI is working on closing the project out.

2018 PCC Patching Project – Kingston Construction: Construction is complete with no punch list items remaining. BMI will be working on finalizing the project as well.

63rd and College Avenue Crossing Meeting: The task force including Mayor Burgess, Council members Loffredo and Harms, PSD McCluskey, PWD Jacobus, our City Engineer Ernst, a City Council member from Des Moines, two Des Moines Traffic Engineers, a representative from the Des Moines Police Department, an Iowa DOT District 1 Engineer and the Cowles Principal met on December 13, 2018. PSD McCluskey is taking the lead per the city's code. A brief summary of the meeting includes:

1. DSM Councilman Gray stated this is the third time this specific issue has come up during his 5-year tenure on the DSM Council.

2. Windsor Heights Council Members Harms and Loffredo stated the issue keeps coming back in Windsor Heights and they are looking for a path forward. In addition, the complaints are coming from DSM residents whose children attend Cowles, not only from Windsor Heights parents.

3. IDOT Assistant Director Gustafson stated the crosswalk was painted south of College due to a driveway and manhole on the north side of college which potentially could create some ADA issues if the sidewalk were placed north of College.

4. DSM Engineer Wiggins stated "Rectangular Rapid Flashing Beacon" devices have more than an 80% effective rate over a standard diamond sign with LED lights around the exterior. DSM Engineers Wiggins and Naber gave a rough estimate of $20,000 for the RRFB devices if electricity is present.

5. Windsor Heights Council Member Loffredo asked about traffic controls on 63rd that were in place before the school closed and reopened – possibly in the 1970's. Discussion surrounded researching the previous devices, if they were able to be replaced as having been there in the past, etc. DSM staff and DOT staff to try to find documentation on what may have been there before.

6. DSM Engineer Wiggins stated 85th percentile speed along 63rd Street was 34-mph – well within limits of traffic studies. Mr. Wiggins stated 1000 vehicles pass through the corridor and many are in line with others due to timing of traffic control devices at Hickman and University, not allowing opportunity for high speeds during normal traffic patterns.

7. Mayor Burgess of Windsor Heights asked about timing of lights at Hickman and University to break up traffic during school hours – DSM staff said they would research issue.

8. Windsor Heights Council Member Harms asked about potential funding opportunities through Wellmark, Walkability groups, AARP, Safety groups, and MPO.

The Windsor Heights staff took the lead on obtaining estimates for RRFB devices for 63rd and College and research funding. Movement of the crosswalk is not idea at this point due to issues with driveway and manhole cover to the north of the intersection.

DSM, DOT, and Bolton/Menk staff will look for documentation related to any previous traffic control devices in the area, possibly from the 1970's and bring any information to next meeting.

Next meeting will be scheduled once estimates are in and scheduling of the meeting will be done using online availability tool similar to the way this meeting was scheduled.

Public Works Maintenance Facility Roof Project: This project began on December 11th and is incomplete to date. According to Public Works Director Jacobus, the contractor is working

half days through the holidays to complete this job. The contractor said is should be completed by January 7th.

ECONOMIC DEVELOPMENT

Council Economic Development Meeting: Now that we are wrapping up the DART Station, M Town Development Agreement, Pitch Book and Housing Programs, the Committee is planning to meet on January 11th to strategize development efforts in the next year. This will be reported to Council in the future. See attached draft agenda for their meeting.

BUDGET AND FINANCE

Budget and Capital Improvement Planning: The next step in the budget process is to hold a Special City Council Work Session immediately following the regular Council meeting to discuss the budget on Monday, January 28th at 6:00 p.m.

Metro Waste Authority: Attached is a letter, flyer, information white paper and presentation from Metro Waste. If you have any questions about their anticipated rate increases, Executive Director McCoy said he would attend an upcoming Council meeting.

COMMUNICATIONS

Newsletter Focus Group: Council member Mike Jones volunteered to lead the focus group who met on December 12th. Attached is a copy of their agenda and meeting notes.

CONFERENCE/TRAINING

Iowa League of Cities Legislative Day: The League's Legislative Day is February 19, 2019. See attachment for more information. Just let City Clerk Cooke or I know if you would like help with registration.

Iowa League of Cities Annual Conference: There is plenty of time to plan for this annual conference. The League's annual conference is in Dubuque on September 25-27. I attached more information on this as well. If you have ideas for workshops, they are taking suggestions until February 1, 2019.

EVENTS

Public Safety Food Drive: This event was December 16th with the Police Department at Hy-Vee and the Fire Department at Wal-Mart. The departments collected nearly 4,700 non-perishable food donations in just 5 hours, which were taken to the Urbandale Food Pantry. Thank you to everyone who donated to the food drive. We greatly appreciate the generosity! Thank you to Hy-Vee and Walmart for allowing the City to host this event at their Windsor Heights store locations. Thank you to the Public Safety Departments for participating and PSD McCluskey and Communications Specialist Vogel for planning, coordinating and implementing such a wonderful community event. This will be back next year!

Greater Des Moines Partnership Annual Dinner: The Annual Dinner for the Greater Des Moines Partnership is Thursday, January 17, 2019. It is from 5:00 – 9:00 p.m. at the Community Choice Credit Union Convention Center. The speaker is J.D. Vance who is a venture capitalist, commentator and author of the #1 *New York Times* best seller "Hillbilly Elegy: A Memoir of a Family and Culture in Crisis," described by the *National Review* as a "brilliant book" and by *The Economist* as "one of the most important" reads of 2016. He regularly discusses politics and public policy, having appeared on ABC, CBS and FOX News, and is currently serving as a contributor on CNN. Mayor Burgess extended an invitation to the Planning and Zoning Commissioners and Board of Adjustment to attend the annual dinner.

PERSONNEL

Department Head Meeting: The department heads met on Wednesday, January 2nd at City Hall. Please see the attached agenda and items that were discussed. Notice the areas from

the evaluation form coincide with the staff agenda. Updates on many items can be found here as well as this report. Please let me now if you have any questions.

Positions Filled/Promotion: Please join me in congratulating Firefighter/Paramedic Jared Dumermuth on his promotion from part-time to full-time employee of the Windsor Heights Fire Department. Also, our new Equipment Operator Austin King welcomed a healthy baby boy on December 18th. Finally, please help us congratulate Phil Nations who completed all requirements and trained for six months on heavy equipment to be promoted from Grounds and Maintenance to Equipment Operator for the Public Works Department.

What Meetings or Events are Coming Up and When I may not be in the Office:
Council Development Committee Meeting on Friday, January 11 at 12:00 p.m.

Complete Street Advisory Meeting on Tuesday, January 15 at 2:00 p.m.

AGENDA OF THE
WINDSOR HEIGHTS
COUNCIL DEVELOPMENT COMMITTEE

Friday, January 11, 2019
12:00 P.M. – 2:00 P.M.
1145 66th St., Suite 1 - City Hall Conference Room

12:00 Opening Welcome by Mayor Burgess

12:05 Conference Call with Wal-Mart – Redevelopment and Bike/Trail Hub

12:30 Development Initiatives and Marketing
- i. Pitch Book
- ii. Strategic Distribution Planning Discussion
  - a. Synchronist Visits
  - b. Deliberate Recruitment
  - c. Local Developer Visits
  - d. Other

12:45 Updates since 10/24/18 Meeting:

A. Development Projects
- i. M Town LLC Development Agreement
- ii. Windsor Presbyterian Church Update (See The Churchmouse newsletter on church website)
- iii. Hurd Property – Medical Facility (3 locations)

B. Development Planning
- i. University Avenue Corridor Redesign – 90% review on January 15

1:10 Review City 2018-2020 Goals and Action Plan and On-Going Projects
- i. Goal #2 – Bike Trail Hub
- ii. Goal #2 – Create Flood Mitigation Plan, including Redevelopment and Financial Programs
- iii. On-going Projects
- iv. New Priorities for Goal Setting Session in 2020

2:00 Action Items:
Next meeting:
Adjourn

Metro Waste Authority
We Know Where It Should Go

Monday Communiqué

In late November, I met with city managers to share some of the opportunities and challenges discussed at the November Board Meeting, including the potential increase in residential recycling costs. I walked them through the same presentation given to the Board in August explaining the current state of recycling. I further explained that our current processing contract with Mid America Recycling, increased from less than $47 per ton to $65 per ton, a 37% increase. We discussed that Metro Waste Authority will internalize the costs initially, but there would likely need to be an increase in costs to the cities next year. In addition to explaining the current recycling process contract increase, I shared ways Metro Waste Authority is exploring solutions to challenges, including the research of our own material recovery facility.

Unfortunately, since that meeting, there has been some misinformation circulating regarding the reason for the recycling fee increase. I intend to clarify the information in an email to the city managers that will include additional follow-up information on other topics discussed at the meeting. Below is a copy of that email.

Metro City Managers,

Thank you for the opportunity to host your November meeting and share some of the opportunities and challenges Metro Waste Authority is navigating on your behalf. I appreciate the time to speak with each of you about the needs of your cities and how we can best help serve your residents. We discussed many important updates at the meeting. Unfortunately, there has been some misinformation circulating regarding the reason for the recycling fee increase that I want to clarify. Below is a brief follow-up to assist you in your discussions with other city staff, your mayor, and council members.

Residential Recycling:

- The recycling processing contract with Mid America Recycling recently increased by 37%, a significant yet unforeseen change in the contract mid-stream. Due to this increase, and the downturn in the recycling commodity markets, Metro Waste Authority can no longer subsidize costs through revenue from commodities as we have done for the last 3.5 years.
- After years of internalizing increases, the Board has asked us to show the true cost of recycling. To cover processing costs, we anticipate a $.74 per household per month increase for fiscal year 19/20. Further review of the increase will take place at the December Metro Waste Authority Board Meeting.
- The recycling industry is struggling and Metro Waste Authority is actively researching ways to continue to provide residents a sustainable recycling program. This includes everything from voluntary glass drop-off locations to keep glass from contaminating cardboard and other recyclables to potentially developing our own processing facility.

Use of Recycled Shingles:

- Metro Waste Authority and others around the state are promoting the use of recycled ground shingles for dust control, city streets and bike trails. Attached is more information about utilizing this recycled product. Please pass the information on to your city staff. Contact Deb Danley at 515-333-4475 or me with questions or for more information.

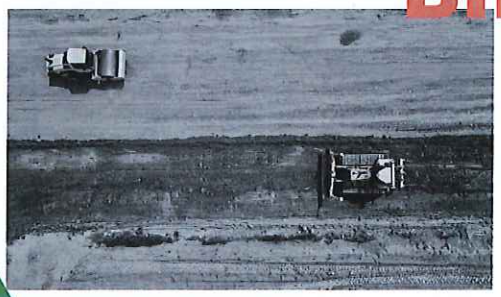
Thank you again for your time. Please contact me at 515-323-6535 with any questions.

Best Regards,

Michael McCoy
515.323.6535
mmc@mwatoday.com

Metro Waste Authority

CONSIDER USING RECYCLED SHINGLES IN CITY STREETS & BIKE TRAILS



GRAVEL DUST REDUCTION

REDUCE THE FREQUENCY OF AGGREGATE PLACEMENT

OPPORTUNITY TO REDUCE ROAD MAINTENANCE & COSTS

KEEP SHINGLES OUT OF THE LANDFILL

NO WASTED RESOURCES

Contact us for more information on how you can use recycled shingles in your community.

Deb Danley
Business Waste Representative
515.333.4475
dda@mwatoday.com

Metro Waste Authority Curb It! Recycling Program

Metro Waste Authority's (MWA's) Curb It! Recycling Program provides curbside recycling for more than 90,000 residents in central Iowa. MWA contracts with private companies for the collection, hauling, and processing and sale of recyclables.

After years of internalizing increases, the Board asked MWA to show the true cost of recycling. In turn, a $.74 per household per month increase in fiscal year 19/20 is anticipated.

Changes in the Recycling Industry – Locally and globally

Challenges with the processing of recyclables locally have been at the forefront of MWA Board discussions since 2016. The local contracted processor, Mid America Recycling (MAR), purchased the facility in 2015. Since that time, the company has approached MWA with multiple requests for contract term changes. Most recently, an unplanned renegotiation of the contract took effect in Nov., increasing the processing fee by $37%, in addition to a change in revenue share. Currently, Mid America Recycling is the only recycling facility in the Metro that can process the amount of material the Curb It! Program produces. Since there's no competition, they've been able to set the cost through multiple contract changes and pricing increases.

Three primary factors are contributing to the price increase:

1. Increase in processing fee from $47.41/ton to $65/ton (37% increase)
2. Change in revenue sharing agreement
3. Decline in the recycling commodity markets due to industry changes globally

Price Per Ton MWA Pays to Recycling Processor

May 2015	June 2015	Sept. 2017	Sept. 2018	Nov. 2018
$40	$46	$46.75	$47.41	$65

($824,682): Total Cost of Curb It! Program, including

- Processing Cost
- Loss in Commodities
- Carts

/ 93,587 households
= $8.81 cost per household per year
/ 12
= $0.74 cost per household per month

Breakdown of the Cost of Recycling

Collection and Hauling Costs - *Cost passed to cities; cities determine cost to residents*

- Contractor: Waste Management
- $2.67 per household per month
- Annual July 1 increase based on CPI and CNG per contract

Recycling Processing (sorting and selling) – *Currently funded through MWA general budget*

- Contractor: Mid America Recycling
- Processing fee increase from $47.41/ton in Oct. to $65/ton (37% increase) + change in revenue sharing agreement
- Processing costs were previously paid in part through recycling commodity revenue and partially funded by MWA's general budget
- Once a steady revenue, recycling commodities no longer cover processing costs resulting in program deficit

Cart costs, delivery fees, maintenance – *Currently funded through MWA general budget*

- Facilitated by MWA and contractors
- Funded by MWA's general budget

MWA is committed to finding a sustainable solution for the processing of recyclables for member communities. Going forward, MWA is seeking a solution that contains the following elements:

- Processing with the use of modern equipment
- Preventative maintenance programs
- Innovation to weather down markets
- Positive relationships with mills and brokers
- Commitment to education

Please contact Michael McCoy with questions.

Michael McCoy
Executive Director
Metro Waste Authority
515-323-6535
mmc@mwatoday.com

Recycling in Central Iowa

December 2018

Industry Challenges

Global

- Wavering markets
- Changing waste stream
- Educating the public

Local

- Uncertainty around the sorting/resale of future recyclables

Market Update

CHINA IS THE LARGEST SINGLE CONSUMER OF U.S. RECYCLABLES.

CHINA BANNED IMPORT OF MIXED PAPER CONTAINING MORE THAN 0.5% CONTAMINATION.

U.S. MILLS ARE AT CAPACITY. ADDITIONAL MILLS ARE UNDERWAY, BUT IT'LL TAKE TIME.

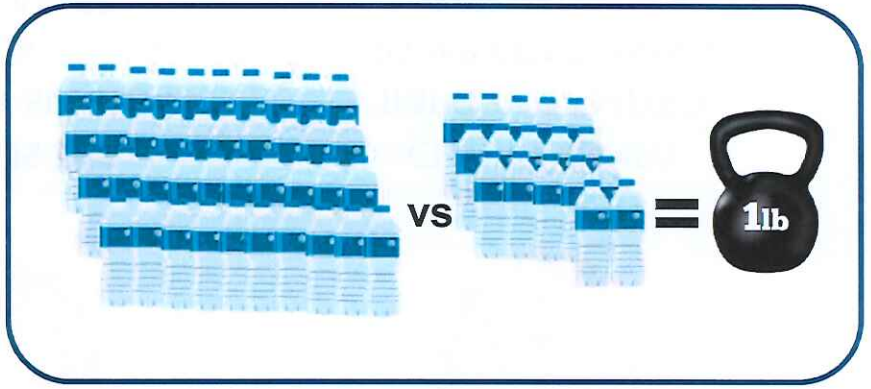
SURPLUS OF MATERIALS HAS PRICES AT HISTORIC LOWS, WITHOUT A DESTINATION FOR SOME MATERIAL.

Waste Stream in 2018

Today's material is vastly different:

- Newspaper decreased by 35%
- Cardboard increased: Amazon effect
- Recyclables weigh less; contamination weighs more
- Single stream created some bad habits

"We can't sort 2018 material with 2008 equipment."



Importance of Education

Public's perceptions lead to:

Wishcycling –

"I'm not sure, so I'll recycle it."
"It has a recycling logo…"

Wacky Recycling –

"It's plastic, so it must be recyclable"

60% of material has no value or negative value.

Positive, consistent, innovative messaging helps combat contamination.

Essential Program Elements

Regardless of who owns/operates facility, we need:

- Modern equipment
- Preventative maintenance programs
- Innovation to weather down markets
- Positive relationships with mills and brokers
- Commitment to education

What's Our Program's Future?

Continue Third Party Arrangement

- Signed renegotiated contract: assume larger loss, and risk program's long-term integrity

Basic, Temporary Model

- Recover recyclables based on environmental impact and financial Return on Investment (ROI)
- Long-term: build cells more quickly, decreasing life of landfill

Sustainable, Controlled Model

- Design/build/operate a modern recycling center

Budget Impact:
Mid America Recycling Contract

Price Per Ton MWA Pays to Recycling Processor				
May 2015	June 2015	Sept. 2017	Sept. 2018	Nov. 2018
$40	$46	$46.75	$47.41	$65

($824,682): Total Cost of Curb It! Program, including

- Processing Cost
- Loss in Commodities
- Carts

/ 93,587 households
= $8.81 cost per household per year
/ 12
= $0.74 cost per household per month

Metro Waste Authority

We Know Where It Should Go

www.WhereItShouldGo.com

515.244.0021

WINDSOR HEIGHTS
the heart of it all

COMMUNICATIONS FOCUS GROUP #1 AGENDA
Wednesday, December 12th, 2018
6:00 PM – 7:00 PM
1133 66th St, Windsor Heights, IA 50324 – City Council Chambers

6:00 **Opening Welcome**
Introduction and Purpose of Focus Group

6:05 **Newsletter Discussion**
A. Do you typically read the newsletter in its entirety?
B. Do you like the layout of the newsletter?
C. What content do you think the city should add, if any?
D. What content do you think the city should remove, if any?
E. What content in the newsletter do you like?
F. What content in the newsletter do you dislike, if any?
G. Do you find that the information is timely?
H. Do you feel more informed about what goes on in Windsor Heights since the distribution of the newsletter began?
I. Do you believe a newsletter is the most effective way for the city to inform the citizens of Windsor Heights?
J. Generally, what are your ideas of ways the newsletter can be improved?

6:25 **General Communications Discussion**
A. Do you use the Windsor Heights city website to find information?
B. Do you find the city website easy to use or navigate?
C. Do you have suggestions on how the website can be improved?
D. Have you signed up for electronic notifications from the city website?
E. Do you receive the city's electronic newsletter?
F. Do you utilize Windsor Heights's social media platforms? If so, which ones?
G. What other communication platforms do you think the city should use, if any?
H. What can the city do to better inform the citizens of Windsor Heights?

6:45 **Survey Results and Remaining Questions**
A. Discussion of Survey Results and any specific questions.
B. Are you interested in participating in another focus group?

6:55 **Adjourn**

REPORT ON COMMUNICATIONS FOCUS GROUP #1

Report by Mike Jones, Mayor Pro Tempore

Introduction:

On August 6th, 2018, the Windsor Heights City Council approved the creation of a custom city newsletter to be delivered to residents on a monthly basis. An additional requirement for the passage of the newsletter was the formation of focus groups to meet on a quarterly basis for discussion about the newsletter to gauge its effectiveness and discuss ways to make it better. I volunteered to facilitate this focus group.

In preparation of the meeting, I requested the City Council and Mayor to provide me with a list of contacts for citizens who they felt would be interested in participating. I received five responses, developed a list of 30 residents and e-mailed those residents requesting their participation on December 4th. Of those I contacted, I received 12 responses and seven RSVPs.

For those that responded, I provided a tentative agenda with questions and a brief survey through Google Docs. The focus group met on December 12th in Council Chambers and lasted approximately an hour and 15 minutes, with eight Windsor Heights residents in attendance. Communications Specialist Jessica Vogel was also in attendance. The following is a summary of the discussion with direct quotes from some residents and recommendations.

Newsletter Discussion

On Reading the Newsletter:

A. Majority of those in attendance typically read the newsletter, though some just skim through it. Those who usually skim through it attribute this to the fact that they're more informed due to their participation in Council meetings.

On Layout:

A. The group was neutral on the layout of the newsletter.

On Content:

A. Calendar
   - The consensus was that the newsletter should continue to include a calendar with both local events around town as well as city events. The initial newsletter had a calendar but it has not appeared since. If citizens are to be involved in local government they're going to need to know when city council meetings are.
   - A resident suggested a calendar similar to what the water bill newsletter included, or potentially bullet points.
   - Regardless of the format, a calendar should be included.

B. Elected Official Information

- Both in and outside of the focus group, a concern was raised about why there was not a listing of the city's elected officials and how residents would go about contacting them.
- A resident suggested that elected official information could potentially be rotated with the phone numbers, which are currently listed on the back page.

C. Council Updates
- Both in and outside of the focus group, a concern was raised about the December edition of the newsletter containing a confusing council update. Specifically, under the November 19th updates, a paragraph reads "Approved third readings for ordinances 18-14, 18-5, 18-16, 18-17. Ordinance 18-18 was not approved." Citizens don't know what those ordinances, resolutions or amendments are off of the top of their heads and when discussing those items, there should be details or titles provided in layman's terms, providing information about what they actually are.

D. Local Organizations
- A resident enjoys that the newsletter includes information from each organization like the Foundation or Keep Windsor Heights Beautiful and wants to make sure that all organizations are represented equally.

E. University Avenue & Construction Projects
- It was unanimous that the group would like to know more and continue to hear about what is going on with University Avenue. This sentiment was shared by those who consider themselves very active in local government.
- When the group was asked whether or not they felt like the people they talk to or the "average Windsor Heights resident" was informed about what's going on with University Avenue, the consensus was that the average Windsor Heights resident has little to no idea about what's currently happening with the project.
- One resident called it the "elephant in the room."
- There were specific questions from multiple residents about what is going on at 63rd and University and 66th and University. They felt that updates on these projects are appropriate for the newsletter.
- Regarding ongoing projects such as Sunset Terrace or any of the sidewalks projects, if there are no updates, citizens would like the city to explicitly say that there are "no updates." However, they'd appreciate also knowing if there is going to be construction or developments in the future.

F. General Content Comments
- One resident suggested that an appropriate way to prevent the newsletter from becoming overly wordy is to direct residents to the website. However, if that happens, there should be instructions as to where to find it specifically on the website.
- Multiple residents expressed concerns about the costs of projects not being included when they are discussed.
- One resident inquired specifically about the revenue from the speed cameras and inquired where it went.
- Multiple residents discussed the "stay connected" section and the phone numbers. One felt that the phone numbers weren't all necessary as that information is accessible on the website. Another said the stay connected section was appreciated but that it was probably too big and could be condensed to make room for other information.

- Majority of residents said that during budget time, they would appreciate a breakdown as to where the money is being allocated, similar to the City Administrator's Presentation. One specifically suggested including a pie-chart.

On Timeliness:

A. Both in and outside of the focus group, a concern was raised about the delivery of the December newsletter and the Santa in the City event. While the Santa in the City event was scheduled for December 1st, residents didn't receive the newsletter until days later. This was apparently due to the publisher having a personal emergency, which myself and others were not aware of until being told during this focus group. Other than this, the information is timely.

On Effectiveness:

A. A resident said that the newsletter is one effective way of communication for the community but that it is not the sole effective way.
B. Multiple residents feel that the newsletter is working better than the older forms of communication, i.e. the Water Works Bill and the Windsor Heights Living insert. This is due to those communications "looking the same each time", whereas the newsletter continues to change and provide different content. "If it's the same thing over and over again, you begin to glaze over it."
C. One resident said "I've Lived here since 2001, this is the first time I have been really informed and feel part of Windsor Heights…This is the first time I feel part of this community."

On Cost:

A. One resident was concerned about the ongoing cost of the newsletter and how it may be similar to what the city did with Windsor Heights Living. They suggested potentially making the newsletter quarterly for cost reasons or making it a subscription service like any other publication. They questioned the benefit versus the cost.
B. Related to cost, another resident asked about opting out and how that would save money if there were fewer newsletters in the rotation. They suggested that the information for opting out be made more prominent.

Website, Social Media and Electronic Newsletter Discussion

On WindsorHeights.org:

A. The consensus was that the website is difficult to use, "very hard to navigate" and not user- friendly. It's "clumsy", there's "too much coming at you" and "if you don't realize you have to scroll down, you might be confused…"
B. Multiple residents commented that the calendar of events should be more prominent as it is currently difficult to find.
C. "I only use the website to find something I need."
D. "I can't find where the minutes are for the old council meetings."
E. One resident said the buttons on the front page aren't very self-explanatory. You have to click through to actually see what those things are.
F. Multiple residents agreed that the photograph of the yellow flowers is far too large.

G. One said that the website was "mobile friendly but it's not user-friendly."
H. Multiple residents said that they liked the text message updates as well as the electronic newsletter, but others were unaware that those things existed or how they'd go about signing up. There was no uniformity among the group in what sort of communications services the city provides electronically and how they would go about accessing them.
I. Most people had no idea that there was an FAQ for most of the departments on the website. One suggested that maybe there be a general FAQ that is easily accessible from the front page to answer some of the most popular questions, specifically questions related to University Avenue, traffic camera revenue and where it is allocated.
J. The current website is better than the old one, "but it's still clumsy."
K. Ms. Vogel indicated that there was a city news hour on the new website but that only one person showed up. The group's response was that they were unaware the city even had a news hour and expressed a desire to potentially see training or tutorials in the future.

On Social Media:

A. Multiple residents said that they use the city's social media and did not have any suggestions for any other platforms.
B. A majority said they use Facebook extensively and appreciate the updates. However, they wanted to make sure that there is uniformity between all of the pages that they city had a hand in managing. On that same note, there were questions as to how citizens could sign up for notifications and not miss posts.
C. Multiple citizens praised the city broadcasting the council meetings on Facebook Live, but also commented that there was an inconsistency with the audio. Some attributed it to Council Members not using their microphones but others said that even when they were using their microphones, there were still issues with the audio levels. Multiple citizens also said that sometimes, the video was extremely blurry and appeared to be buffering.
D. On the topic of Facebook Live, multiple citizens said that they would appreciate if there could be some index or a post indicating the approximate time of when agenda items are being discussed. Otherwise, they have to scroll through the meeting and guess what the council is discussing.

On the Electronic Newsletter:

A. Majority of residents enjoy the electronic newsletter as it reminds them to check on and read the city council agenda.
B. There was extensive discussion about the timing of the e-newsletter. The majority said that they would like it to be posted by Friday afternoon at the very latest, though some suggested it be earlier.
C. One resident felt that there was no conformity between the posting of the agenda at Hy-Vee, the agenda going online and the e-newsletter going out. They said that they had seen the agenda posted at Hy-Vee prior to it even being accessible on the website.

Closing Comments

A. Multiple residents indicated that communications, in general, were far better than they were last year.

B. One resident said that the current communications efforts are far better than they were 15 years ago.
C. "We've really moved forward from where we were in the past…Light years."
D. "There's always room for improvement but there is some initiative to get news out to people…"

Recommendations

Newsletter

A. A **calendar** should be included in the newsletter with both local events and city events, including city council meetings. The initial newsletter included such a calendar and this should be continued.
B. The **names of elected officials**, as well as their contact e-mails, should be included in the newsletter. If it is an issue of space, a solution would be to merge and condense the Phone Numbers and Stay Connected on the back page to allow room for this information. Alternatively, another suggestion was rotating the Phone Numbers or Stay Connected out to allow for this information.
C. In Council Updates, any time a resolution, amendment or ordinance is discussed, it should be appropriately explained in **layman's terms** what that legal term is actually referencing. E.g. "The Sign Ordinance."
D. There should be dedicated space to the **University Avenue Project** in every newsletter. Begin with a recap of previous council action, the current status and future dates. Later editions could simply include the current status and future dates for space saving reasons.
E. Any information related to the **Sunset Terrace** or the **Sidewalk Improvement Project** should continue to be included, even if summary in nature and to inform citizens that no work will be done until next spring.
F. If directions are given to **visit the website**, specific directions on where to access that information on the website should be included.
G. The February newsletter, at least, should include extensive information about the **city's budget**, including where ATE money is allocated, the costs of high profile projects like University Avenue and generally, where our general expenditures are made.
H. If the newsletter is not going to be **published on time**, citizens should be informed via social media and told when they can expect it.
I. The information for **opting out** of the newsletter should be displayed more prominently, potentially on the front page, with the goal of decreasing circulation for cost-saving reasons and promoting the e-newsletter.

Website

A. Since the focus group, the **background photo** that previously dominated a majority of the page has been shrunk and the informational links are now closer together. Further, the "events" section has been changed to "**calendar**". Thus, those recommendations have been satisfied.
B. Consider changing the **titles of the buttons** to make them more self-explanatory. For instance, change "Notify Me" to "Subscribe to Notifications", "Request Tracker" to "Report a Concern" and "Projects" to "City Projects".

C. Evaluate the usefulness and the "Financials" button and consider replacing it with an **"Economic Development" button**. Des Moines, Clive and Bondurant all have direct links to economic development prevalent on their front page. Ankeny, Urbandale, West Des Moines and Pleasant Hill have a header menu dedicated to "Business" or "Doing Business" that then drops down and provides links related to economic development. Windsor Heights has no such direct link or header menu. As economic development is the city's ongoing goal, information should be easily accessible from the front page of their website.
D. Add a "**How Do I...**" or "**I Want To...**" header menu. Clive, Urbandale, West Des Moines and Bondurant utilize such a menu, which drops down and provides links to the most common information someone is looking for on a city website: permits, city code violations, contact information, etc. Information related to the most frequently asked questions could be accessed through this menu.
E. Majority of the suggestions received about the website was towards the tail end of the meeting and residents had more feedback to give. It's clear that the website is problematic and the city should consider holding an appropriately promoted **NewsHour** to receive additional feedback and offer training, or alternatively, the next focus group can be heavily dedicated to website discussion so further recommendations can be made.

Social Media

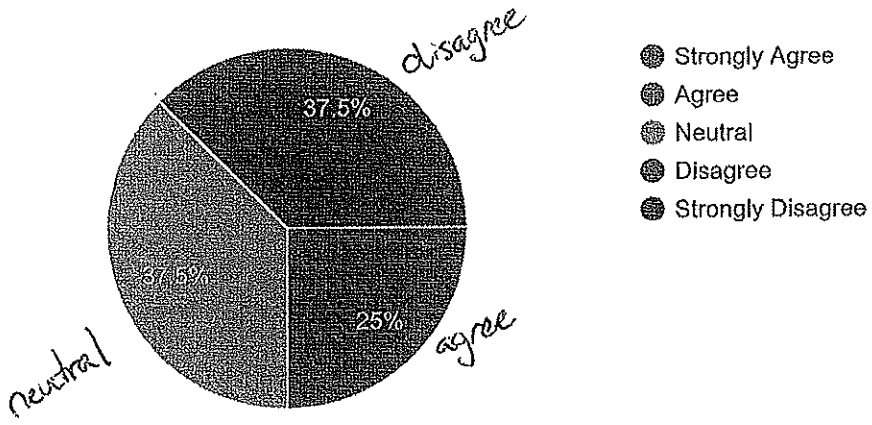
A. Provide **microphones** to each council member to allow for better audio during Facebook Live. Also, encourage council members to always speak into their microphones.
B. If Facebook Live video quality is due to poor wireless internet access, see if the computer responsible for streaming can be plugged directly into an **Ethernet data port**. This assumes Council Chambers is appropriately wired with internet.
C. Consider posting **timestamps** while Facebook Live streams of when the council agenda items are being. At the very least, when the information under the main headings is being discussed. E.g. Public Hearings, Public Forum, Consent Agenda, etc.

Electronic Newsletter

A. Set a **firm deadline** for when the e-newsletter will go out. A suggestion is by noon on the Friday before the council meeting. If it is received too late in the day, people will have "checked out" for the weekend and likely not read it. If sent by noon, that allows an appropriate amount of time for residents to read the newsletter, possibly over their lunch hour and to also look at the agenda (see below).

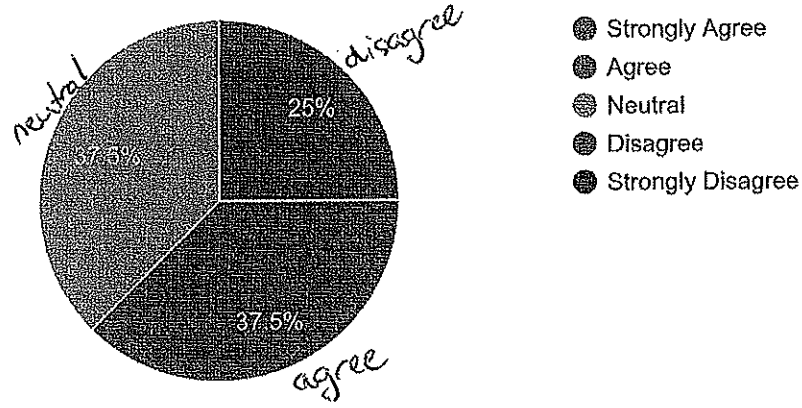
Agenda

A. While the discussion of the e-newsletter and the development of the agenda are separate issues, there should be some **conformity** between the two. Many residents indicated that reading the e-newsletter led them to read the agenda. It follows then, that the agenda should be completed and posted at the same time as the newsletter. While the Rules of Procedure only require that the agenda be posted prior to the close of business on Friday, it is good practice to allow time for citizens to access this information and potentially call and ask questions prior to City Hall closing for the weekend. The more citizens read the agenda, the more likely they are to be active in local government. Thus, if the e-newsletter is delivered at noon and the notice is posted, the agenda should be completed.



I think the newsletter is the most effective way for the city to inform the citizens of Windsor Heights

8 responses



Do you have any feedback or questions that you'd like to specifically discuss at the meeting?

5 responses

Too much info. Same stuff at times as previous ones.

Council should receive packet info sooner and in order they may find occasion to ask mayor and city manager questions prior to Council meetings.

Consider doing this on a quarterly basis

The most recent newsletter was very heavy on other groups' input into the newsletter. Prior editions had information about city government happenings. I think more information about actions that affect residents would be helpful.

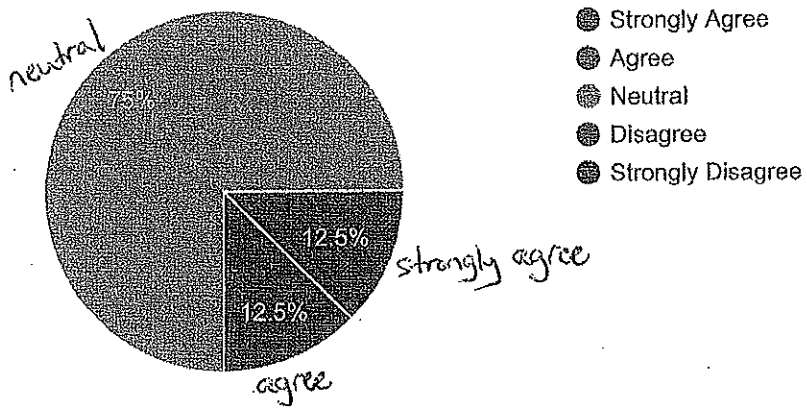
The first published newsletter felt like a commercial for the city council. I'd prefer just a report of the facts vs. a biased report of events. Since then, however, the tone has been better and less boastful of city council progress.

This content is neither created nor endorsed by Google. Report Abuse - Terms of Service

Google Forms

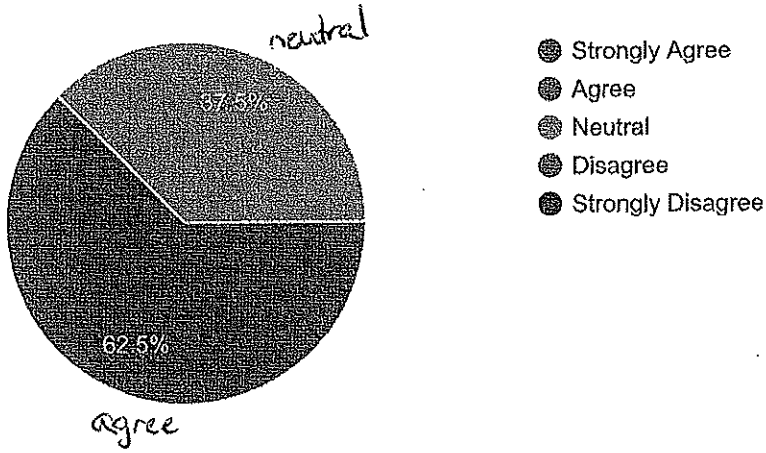
I think the newsletter is informative

8 responses



I think the newsletter contains information relevant to me as a Windsor Heights resident

8 responses



I feel more informed about what goes on in Windsor Heights since the distribution of the newsletter began

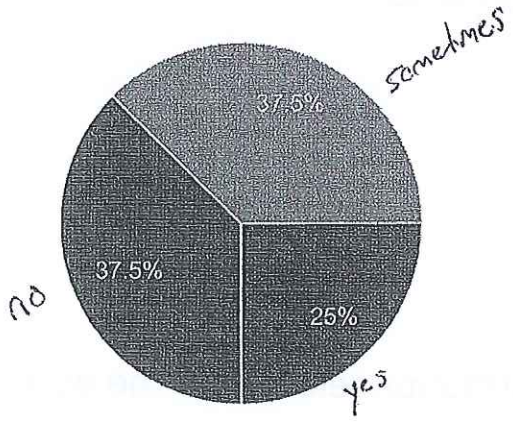
8 responses

Communications Focus Group Survey

8 responses

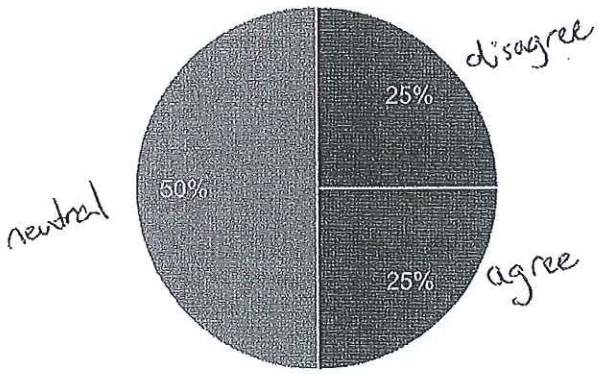
I read the newsletter in its entirety.

8 responses



I like the layout of the newsletter

8 responses



Legislative Day 2019

Downloads/Links

Online Registration

Mark your calendars for the League's Annual Legislative Day at the State Historical Building on February 19. This year's Legislative Day will focus on how to retain and attract the citizens and talent you need to grow. Agenda and speaker information will be updated as sessions are finalized. Registration is $35 and includes a plated lunch.

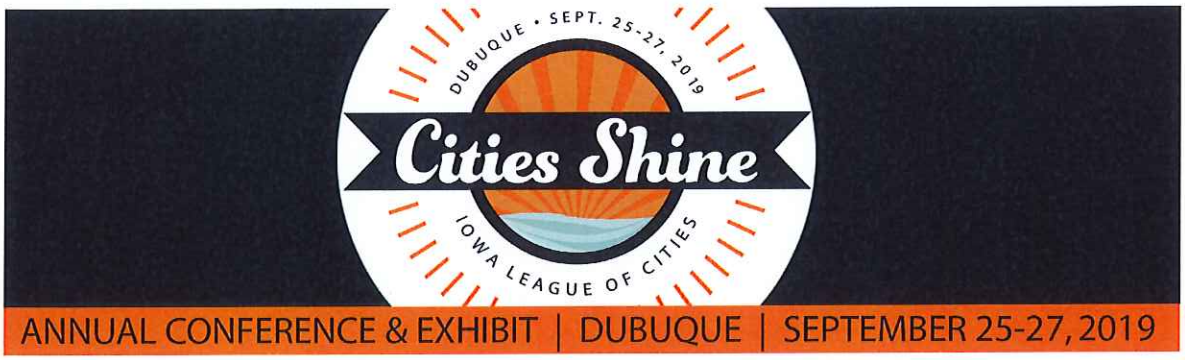
In addition to a training component, Legislative Day is also an excellent opportunity to visit the State Capitol, attend a committee or subcommittee meeting, or watch the floor debate live. The League can help schedule a conversation with your legislator, book a guided tour of the capital, or reserve a meeting room while you are in town. Contact Daniel by phone at (515) 330-9756 or **danielstalder@iowaleague.org** for assistance; advance notice is required for all reservations. We look forward to seeing you in Des Moines.

Sponsorships are available, visit **www.iowaleague.org>Marketplace>Advertising Opportunities** for more information.

Agenda

10 – 10:10 a.m.: Welcome and Introductions
10:10 – 10:40 a.m.: "Future of Cities and Communities"
10:45 – 11:15 a.m.: City Panel Discussion: "Creative Solutions to Common Problems"
11:25 – Noon: What tools do we currently have to get there?
Noon – 1 p.m.: Lunch with Speaker
"It takes you!" - Kerry Gumm, Head of HR Strategy & Planning – Principal Financial Group
1 pm: Iowa State Capital

2019 Annual Conference & Exhibit



Save the Date for the 2019 Annual Conference & Exhibit in Dubuque, September 25-27. More information, including registration, will appear on this page as the event gets closer.

Speakers
Workshop proposals and ideas should be submitted by February 1, 2019. Questions about workshop proposals may be sent to **MbrSvcs@iowaleague.org** or (515) 244-7282.

City Officials - Registration and the housing bureau open in May/June.
Registration is required before making a hotel reservation!

Exhibitors - **Get ready** for the luau-themed exhibit hall! Learn more about all the ways to reach city officials in the **Marketplace**.

Award Applicants
Know someone who should receive the **Hall of Fame** or **Rhonda Wood Smith** awards? Want to apply for **CEMO recognition**? If your city completed a project in the 2018 calendar year, then apply for the **All-Star Community Award.** More information and applications are available in the **About the League** tab.

About the Annual Conference & Exhibit
The League's Annual Conference & Exhibit is the largest training in the state designed specifically for Iowa's elected and appointed city officials. The conference also includes ample opportunity to network with peers and learn from one another. When you attend the Annual Conference & Exhibit you'll have the opportunity to:

- Choose from nearly 40 education workshops and trainings.
- Connect with city officials to learn new ideas.
- Find resources to help Cities Shine.
- Adopt the League's legislative priorities for the next session.
- Become better at helping to lead and serve your community.

From nuisance property to city budgets and economic development, the information, training and connections at the League's Annual Conference & Exhibit can help make 'Cities Shine."

STAFF MEETING AGENDA

Wednesday, January 2, 2019
1:00 – 2:30 P.M.
City Hall – Conference Room

Tentative Council Meeting Agenda

All packet materials 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 due today.**

1. Staff Reports: **a. 1st Meeting – Sheilah and Dalton** b. 2nd Meeting – Chad, Travis and Jess

Business

A. Customer Service: PW Operator Dan Morgan and Austin King has helped a great deal with heating issues at City Hall.
B. Cooperation/Teamwork: One Organization – How have you helped another department this last week? How can you help in the next few?
C. Communications:
    1. Website Updates Quarterly Review
    2. Custom City Newsletter articles for February are due January 15 - Send to Jess
        a. Chamber, WH Foundation and Community Events Update
        b. University Avenue Update
        c. LOSST
        d. Budget Process Update
        e. Update from Communications Focus Group
        f. Summary of recent PW Facility Study
D. Planning and Organization:
        a. Disposing City Property
        b. Organization of Plans and Network
E. Safety:
    1. Training: Meeting date. January 9 at 1:00 p.m.
    2. Safety Training for PW Staff in Ames on February 1
F. Personnel Management:
    1. Temp PD Clerk starting today at PS
    2. Media Training for Jess, Chad, Mayor Burgess and Elizabeth on April 11 & 12
    3. Sheilah, Dalton and Chad to do Hazard Mitigation Training
H. Financial Management:
    1. FY20 Budget – Property Tax Valuations coming soon. Schedule meetings with CA Friday, January 4.
    2. FY 19 ERP and other ATE:
        a. Public Works Roof Replacement: Complete January 7
        b. FD Turnout Gear: Pending
        c. IT: Mics for Council in February. Chad to check on Dalton's computer and internet
        d. Police Vehicle has been ordered, when arrives then will get final Council approval. If not approved, dealer will sell.

Updates

A. City Hall/Dentist Parking Lot: Still has crack sealing to do.
B. Police Department – Records clerk started today. Food Drive went well. Security window is ordered.
C. Fire/EMS/Safety – Scheduling software is working, Target solutions training is being organized. Heart monitor is ordered and part-time paramedic goes full-time on January 6th.
D. Public Works – Dalton to get with Chad and Sheilah on Hazard Mitigation Planning and Chad on 4th of July parade request.
E. Building and Zoning – BOA approved variance on digital sign for Lutheran Church. Hurd Propeorty being looked at for a medical facility. Colby parking lot being looked at for fireworks building.
F. Communications/Special Events – January newsletter went to print on December 27 and still has not been delivered. Vogel working on welcome cards, web updates, LOSST page, February Newsletter articles and year-end payroll and W2s.
G. Administration – Looking at receipts management and electronic payroll. Finishing year-end payroll and W2s.

Adjourn: Next Meeting: Monday, January 14, 2019 at 9:00 a.m. at City Hall.

Planning and Building Report for December 2018

North Raccoon Watershed Management

I attended the North Raccoon Watershed Management meeting in Adel, Ia. This group is attempting to formulate goals and best management practices for the watershed that encompasses the metro area. There were seven tables that each group rotated to and different objectives at each table. The meeting was well attended with around 50 participants from many diverse groups, including farmers. It was particularly interesting to hear the different views on how we can all work together to achieve a healthy, sustainable watershed.

Floodplain Meeting Iowa Department of Natural Resources (IDNR)

On December 12th staff and the IDNR held an informational meeting with the public. The meeting was held at the CEC at 5:00 PM. Direct mail invitations were sent to old and new households that will be affected by the new floodplain regulations/maps. The IDNR had a short presentation and time afterwards to answer citizen questions and concerns.

About 30 people attended this event. The IDNR set up three workstations to help citizens on an individual basis. IDNR pulled up properties on their computer to let landowners know exactly where their property lied in the fp. They shared insurance information as well. I believe the landowners appreciated having their questions answered.

Planning and Zoning Commission (PZC)

The City of Windsor Heights has participated in the National Flood Insurance Program since 1977. As a condition of participation, the city must maintain a compliant floodplain management ordinance that satisfies FEMA and the State of Iowa. With the new Polk County floodplain maps becoming effective on Feb. 1st, 2019, FEMA has instructed the city to update its floodplain regulations and adopt the new maps and to ensure full compliance with the National Flood Insurance Program (NFIP). In order to remain in good standing with the NFIP, the city council must approve the new floodplain ordinance and adopt the new Flood Insurance Rate Maps (effective on Feb. 1, 2019). PZC reviewed this application on Wednesday November 28th. Their recommendation is to adopt the higher standards.

Board of Adjustment

The Board of Adjustment (BOA) will meet on December 19th to hear a variance request from Windsor Heights Lutheran Church 1240 66th St. Windsor Heights, IA. They requested a variance from the sign ordinance to place an LCD message board in their existing sign.

Code Enforcement

This is a table from the 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.

Statistics

Start Date: 11/1/2018 [mm/dd/yyyy]

End Date: 12/21/2018 [mm/dd/yyyy]

Summary							
	11/1/2018 - 12/21/2018					As of 11/28/2018	
	Total Requests		Average Requests Per Day		Avg. Time to Close a Request (hours)	Summary	
Category Name	Submitted	Closed	Submitted	Closed		Open	Closed
Administration	0	0	0	0	0	0	12
Code Items	8	5	0.286	0.179	437	9	185
Fire Department	2	2	0.071	0.071	17.5	0	6
iPhone	0	0	0	0	0	1	0
Public Works	1	4	0.036	0.143	1306.75	2	55
Total:	11	11	0.393	0.393	677	12	258

Administration				
	11/1/2018 - 12/21/2018			As of 11/28/2018
Request Type	Total Requests	Average Requests	Avg.	Summary

			Per Day		Time to Close a Request (hours)		
	Submitted	Closed	Submitted	Closed		Open	Closed
City Ordinances/Resolutions	0	0	0	0	0	0	2
Council meeting information	0	0	0	0	0	0	1
Other	0	0	0	0	0	0	7
Records Request	0	0	0	0	0	0	0
Request for Public Records	0	0	0	0	0	0	1
Trash/Recycling/Yard Waste	0	0	0	0	0	0	1
Total:	0	0	0	0	0	0	12

Code Items							
	11/1/2018 - 12/21/2018					As of 11/28/2018	
	Total Requests		Average Requests Per Day		Avg. Time to Close a Request (hours)	Summary	
Request Type	Submitted	Closed	Submitted	Closed		Open	Closed
Abandoned / inoperable motor vehicles on private property	1	0	0.036	0	0	1	12
Building inspections	0	0	0	0	0	0	1
Dead or diseased trees	0	0	0	0	0	1	8

Drainage problems on private property caused by a public facility or construction project	0	0	0	0	0	0	1
Illegal signs	0	0	0	0	0	0	2
Illegal use of property or business	0	0	0	0	0	0	1
Nuisance or junk / debris / garbage	2	2	0.071	0.071	573.5	2	33
Other	1	0	0.036	0	0	2	25
Permits	0	0	0	0	0	0	1
Potholes	0	0	0	0	0	0	1
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	5
Snow not cleared from sidewalks or parking areas	0	0	0	0	0	0	8
Trash/Recycling/Yard Waste	0	0	0	0	0	0	1
Tree trimming or tree removal on private property	0	0	0	0	0	0	2
Unsafe building or structure	1	0	0.036	0	0	1	1
Unsafe construction activities	0	0	0	0	0	0	1
Vehicles parked on	3	3	0.107	0.107	346	0	40

grass							
Weeds / tall grass	0	0	0	0	0	2	41
Total:	8	5	0.286	0.179	437	9	185

Public Works Staff Report for 7 January 2019 Council Meeting

Report covers 11/29-12/31/2018

Operations:

- PW Staff installed a water fountain with a water bottle filling station at the Public Safety Building in late November.
- We applied for an ICAP grant through the Sanitary District to get an AED in our sewer jet truck
- The roof replacement started the week of December 10th. Crews are finishing up the metal trim pieces and gutters. The work should be completed in the beginning of January.
- Staff coordinated getting a water meter for the sewer cleaning and televising project.
- I have been working with the ICN on getting a shared use agreement in place so that we may access fiber optic to operate our traffic signals with West Des Moines Public Works.
- We cleaned a few problematic sewer lines south of University in the vicinity of School Street.
- We have had a lot of success getting rid of old equipment on GovDeals.
    - Onan Cummins Transfer Switch: $200
    - Extension Ladder: $82
    - 1991 Boom Truck: $3,805
    - Concrete Saw: $250
    - John Deere 1445 Mower: $5,550
    - Refrigerator: $189
    - Still posted are a rolling cart, a water fountain, and a water cooler.
- Water main breaks since last report:
    - 7231 Sunrise Blvd
    - 7407 College Dr
    - 1220 63rd Street
- The traffic signal that was damaged on June 28th at the intersection of 73rd and Center Streets was replaced on 12/10.
- We housed a loose dog for a few days from 12/8-12/10
- I worked closely with Carla Schumacher from DMWW to put together a water CIP for the next five years.
- We've been working to improve the energy efficiency of City Hall. We are exploring foam window inserts, ceiling fans, and relocating vents.
- Michele steam cleaned the cushions on all of the seats at the CEC. She also cleaned the bottom of all the tables.
- Bobby has painted the hallway and both bathrooms at the CEC.
- Justin and I met with a representative from Traffic Control Corp about getting a flashing beacon on 63rd. We talked through what we were wanting to see done and he said that he'd get us some pricing options after the holiday.

Information:

- We will be installing trail signage in the spring. Below is a table showing the type of signs that we will be installing. The funding for this project is coming from a generous anonymous donor and the Windsor Heights Foundation. We have decided to not install the Central Iowa Trails Medalion because of the price. The total cost of this project will be roughly $2,000. I am waiting for the Foundation to hit their fundraising goal before I order the signs.

Sign Type	Quantity	Estimated Cost Per Unit	Cost
"Welcome to Windsor Heights" - 2'x2'	3	$96.90	$290.70
Bridge and Road Identifiers	6	$50.00	$300.00
Directional Arrows	4	$89.49	$357.96
Central Iowa Trails Medalion	1	$1,640.00	$1,640.00
Hardware and Materials	**Quantity**	**Estimated Cost Per Unit**	**Cost**
Arrow mounting brackets	4	$40.00	$160.00
6" square by 10' long cedar post	1	$137.10	$137.10
6" post mounting bracket	1	$300.00	$300.00
Concrete	1/2 Yard	$200.00	$200.00
Steel Sign Posts	6	$40.00	$240.00
		TOTAL	**$3,625.76**

- Provided review comments to Justin for incorporation into the CEC ADA sidewalk project.
- Work with Erin, the WRA, and the City of Des Moines on adapting the WRA's FOG and Industrial Waste Ordinances to meet our code formatting.
- Reviewed our service agreement with Koch Brothers on the printer at the CEC. Met with the sales rep at Koch and canceled our service and maintenance agreement.3
- Had a few phonecalls and conversations with my peers in neighboring communities about the possibility of entering into a 28E on one of their boom trucks. None of them were interested in pursuing this initiative.
- I gave the keys to the storage unit to David Swartz on 12/21. The City no longer has anything stored at StorageMart.
- The partition wall at the CEC has cosmetic paneling that is beginning to separate from the panels. We had a representative come out and look at what could be done to fix it. He said that he would be back with us after the holiday.
- I had two operators work late the evening of Tuesday, 12/11 to field verify all street lights in town were working. We found 4 lights that were out and notified MidAmerican so that they could be repaired.

- Phil Nations was promoted from Groundskeeper to Equipment Operator effective 12/28.
- I worked on putting together some more information and doing a little more research for the Boom Truck Council Action Form.
- I have a DNR MS4 compliance visit scheduled for 1/9 with Joe Griffin.
- Submitted reports for our Environmental Enhancement Grant with the WRA.
- I'm working on collecting quotes for street striping for all roads in town.
- I have a meeting with Verizon on January 2nd to talk about their small cell towers.
- There have been four residential sewer service replacements in the last two weeks.
- Iowa Signal repaired the signal at 66th and University. There was a faulty pedestrian push button that was triggering a call and restricting traffic flows on University Avenue.
- Iowa Signal set the controller for the intersection of 73rd and University to be on timed cycle for N and S bound. There is a bad loop cut into the turn lane next to Flowerama that will need repaired in the spring.
- We got our diesel tank filled on 12/31.
- Meetings attended since last report:
    - 11/30: ICN Discussion
    - 11/30: Metro PW Managers Lunch
    - 12/3: City Council Meeting
    - 12/4: Coordinate traffic safety training with Darrel Brown
    - 12/5: ICN Discussion
    - 12/5: Insurance Meeting
    - 12/6: Redevelopment Planning Meeting
    - 12/7: Management Training on HR Practices
    - 12/7: Safety Training – Workzone Safety
    - 12/10: North Raccoon River Watershed Management Coalition
    - 12/11: Aflac Meeting for PW Employees
    - 12/12: Koch Brothers – discuss CEC equipment
    - 12/12: DMWW CIP Meeting
    - 12/12: Floodplain Public Information Meeting
    - 12/13: Partition at the CEC troubleshooting meeting
    - 12/13: 63rd Street crosswalk collaboration
    - 12/14: "Coffee with the Chief" event
    - 12/17: City Council Meeting
    - 12/18: Sanitary District Meeting
    - 12/19: StorageMart conditional use visit
    - 12/20: meet with Traffic Control Corp about 63rd Street Crosswalk.
    - 12/20: conference call with DSM, Brick Gentry about the sewer ordinance.
    - 12/21: Walnut Creek WMA Q&A
    - 12/26: safety lunch – hearing conservation training
    - 12/26: Phonecall with MWA – Spring Cleanup coordination

Snow Removal:

- During the winter months, I will be including reports on snow removal and winter operations in my staff report.
- 11/30:
    - Sent Craig Stoecker to salt the University Avenue bridge over Walnut Creek at 8:16 am. He also hit all other bridges and box culverts when he was out.
    - We put down roughly 1 ton of salt during this event. That comes out to about $57 in material cost.
- 12/4:
    - Sent Dan Morgan to salt a water main break at 7119 Sunrise Blvd at 12:49 pm. Salted again after the water had been turned off at 3:00. Approximately 1.5 tons of salt used which is about $86.
- 12/28:
    - Called in Dan Morgan and Craig Stoecker at 5:31 am to salt the main drags to prevent freezing from rains the night before.
    - Re-salted the main drags through town at approximately 3:30 pm to prevent re-freeze.
    - Approximately 3 tons of salt used, which is about $171.

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