PLEASANT HILL CITY COUNCIL
REGULAR SESSION
MARCH 14, 2023
6:00 PM

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF AGENDA

3. PUBLIC INPUT (5 MINUTES FOR ITEMS NOT ON THE AGENDA)

4. CONSENT ITEMS
   a. Council Minutes - dated 02/28/2023
   b. Claims Listing - dated 03/14/23
   c. Approve liquor license – Copper Creek Golf Course – 4825 Copper Creek Drive
   f. Resolution 031423-01 – Approve Pay App #4 for Hickory Glen Park Pavilion Project

5. BUSINESS ITEMS
   a. Resolution 031423-02 – Approve Award of Turf Chemical Application Contract
   b. Resolution 031423-03 – Approve Award of Turf Mowing Contract
   c. Resolution 031423-04 – Approve Preliminary Plat for Berndel Acres Plat 2
   d. Resolution 031423-05 – Approve Preliminary and Final Plat for Crestridge Estates Plat 3
   e. Resolution 031423-06 – Setting a date for a Public Hearing for the Plans, Specifications, Bid Date and Project Award for the Traffic Signal Enhancement Project

6. CLOSING COMMENT

7. ADJOURNMENT
1. CALL TO ORDER/ROLL CALL
Mayor Kurovski called the Pleasant Hill City Council regular meeting to order on February 28, 2023 at 6:00 p.m. The Council Chambers were open and available to the public to participate in the meeting. PRESENT: Len Murray, Ross Grooters, Mike Richardson, Amanda Lundstedt and Mark Konrad. ABSENT: None.

2. APPROVAL OF AGENDA
Murray/Richardson moved to approve the agenda. ROLL CALL: AYES: Murray, Grooters, Richardson, Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

3. PRESENTATION – FIRE DEPARTMENT BADGING
Fire Chief Jamie Xayavong performed a badging ceremony for Stacia Vriezelaar, as the City's third full-time member. Stacia has been with PHFD for almost 5 years, she is certified as a critical care paramedic, FF1, FF2, Hazmat Ops, and trained to the level of driver operation. She is currently a Captain in the Army Reserves and serves in the Medical Service Core as a Patient Administration Officer.

4. PRESENTATION – CATCH DES MOINES
Catch Des Moines President and CEO Greg Edwards, along with Trina Flack, Brock Konrad, and Claire Strickland, gave an annual update in their Year in Review and Upcoming Banner Year of Events presentation.

5. PRESENTATION – GROW SOLAR POLK COUNTY
Climate and External Affairs Associate Patrick Snell, of the Nature Conservancy in Iowa, talked about the Grow Solar in Polk County program where homeowners & businesses come together as a community to learn, purchase, and install solar energy systems at reduced prices.

6. PUBLIC HEARINGS
a. FY24 Maximum Tax Levy on General Fund and Special Revenue Levies
Mayor Kurovski opened the Public Hearing for item 6.a. FY24 Maximum Tax Levy on General Fund and Special Revenue Levies at 6:20pm. City Manager Ben Champ explained that due to a change beginning in 2020, the State of Iowa now requires cities with growth of more than 2% to hold two hearings on the annual budget, with the first hearing dedicated to the General Fund Tax and Special Revenue Levies only. With this change, the date to certify City budgets had been moved to March 31st to allow time for two public hearings to occur. However, that deadline has been extended to April 30th, 2023 due to a last minute change in valuation methods for the FY24 budget due to a new bill that was signed into law just one week ago. The resolution approves the maximum levy for the General Fund and Special Revenue Levies only, and does not approve the Total Levy including the Debt Service Levy, or the budget. Following the first and second hearings, the proposed budget will leave the City’s levy rate unchanged at $11.50. After hearing no further questions or comments from the public, the Mayor closed the public hearing at 6:23 pm.

   i. **Resolution #022823-01-** Approval of FY24 Maximum Tax Levy on General Fund and Special Revenue Levies
   Murray/Grooters moved to approve **Resolution #022823-01-** Approval of FY24 Maximum Tax Levy on General Fund and Special Revenue Levies. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

b. Copper Creek Stream Stabilization Project
Mayor Kurovski opened the Public Hearing for item 6.a. FY24 Maximum Tax Levy on General Fund and Special Revenue Levies at 6:32pm. Assistant City Manager/Community Development Director Madeline Sturms explained that the City Council has prioritized funding for the construction and reconstruction of storm sewer and sanitary sewer improvements throughout the community. During the budgeting process for the upcoming fiscal year, the use of the incoming Federal dollars from the American Rescue Plan Act (ARPA) would be used for the improvements and supplemented with operation funding from the City's storm water utility and sanitary sewer enterprise accounts. A series of projects were considered and many are proposed for design and construction at this time. Snyder and Associates has developed the plans and specifications for the improvements in the Copper Creek neighborhood near Augusta Lane. A bid opening was held on February 21, 2023 and five bids were received. The lowest responsive and responsible bidder was submitted by RW Excavating in the amount of $128,840.90. A series of permanent and temporary easements have been obtained in order to construct the project from private property owners in the area including Temporary Construction Easement and Permanent Storm Sewer Easement. After hearing no further questions or comments from the public, the Mayor closed the public hearing at 6:37 pm.
i. Resolution #022823-02 – Approval of Permanent and Temporary Easements for Copper Creek Stabilization Project
Grooters/Lundstedt moved to approve Resolution #022823-02 – Approval of Permanent and Temporary Easements for Copper Creek Stabilization Project. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

ii. Resolution #022823-03 – Approval of Bids and Contract Award for the Copper Creek Stream Stabilization Project
Murray/Konrad moved to approve Resolution #022823-03 – Approval of Bids and Contract Award for the Copper Creek Stream Stabilization Project. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

c. Fourmile Creek Stream Stabilization Project
Mayor Kurovski opened the Public Hearing for item 6.a. FY24 Maximum Tax Levy on General Fund and Special Revenue Levies at 6:38pm. Assistant City Manager/Community Development Director Madeline Sturms explained that similar to the previous item, Snyder and Associates has also developed the plans and specifications for the improvements to Little Fourmile Creek north of Little Fourmile Drive. A bid opening was held on February 22, 2023 and six bids were received. The lowest responsive and responsible bidder was submitted by Des Moines Dirt Worx, LLC in the amount of $146,444.10. A temporary construction easement was obtained in order to construct the project from private property owner Copper Creek Club, LLC. After hearing no further questions or comments from the public, the Mayor closed the public hearing at 6:41 pm.

i. Resolution #022823-04 – Approval of Temporary Construction Easement from Copper Creek Club, LLC
Richardson/Murray moved to approve Resolution #022823-04 – Approval of Temporary Construction Easement from Copper Creek Club, LLC. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

ii. Resolution #022823-05 – Approval of Bids and Contract Award for the Little Fourmile Creek Stream Stabilization Project
Lundstedt/Konrad moved to approve Resolution #022823-05 – Approval of Bids and Contract Award for the Little Fourmile Creek Stream Stabilization Project. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

d. Meacham Place Park Project
Mayor Kurovski opened the Public Hearing for item 6.a. FY24 Maximum Tax Levy on General Fund and Special Revenue Levies at 6:42pm. Parks and Recreation Manager Ryan Merritt explained the City Council has prioritized the development of Meacham Place Park. City staff has been working with Snyder and Associates, to develop construction and bidding documents for the initial phase at the park. The project will be located in an area consistent with the Parks, Recreation and Open Space Plan to serve residents in an identified neighborhood park service area. The City Engineer completed the scope and bid specifications for the project and an invitation for bids was sent to qualified contractors on January 25th, 2023; 9 bids were received with the lowest responsive and responsible bidder being KRW Construction in the amount of $239,491.00 for the Base Bid, plus $3,384.00 for Add Alternate No. 1 – for expanded sidewalk along street frontage, plus $24,500.00 for Add Alternate No. 2 – for sport court surface, with a total contract amount of $267,375.00. After hearing no further questions or comments from the public, the Mayor closed the public hearing at 6:44 pm.

i. Resolution #022823-13 – Approve Contract Award for Meacham Place Park Project
Konrad/Murray moved to approve Resolution #022823-13 – Approve Contract Award for Meacham Place Park Project. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

7. PUBLIC INPUT (5 MINUTES FOR ITEMS NOT ON THE AGENDA)
There were none.

8. CONSENT ITEMS
Grooters/Richardson moved to approve the CONSENT ITEMS: Council Minutes - dated 02/14/2023, Claims Listing - dated 02/28/2023, Approve liquor license application – Pleasant Hill Chamber of Commerce – 4390 East University Ave, Approve liquor license – SK Mart/Midwest Food and Liquor – 1250 Copper Creek Drive, Approve liquor license – Elks Lodge #98 – 5420 NE 12th Avenue, Expenditure Report - dated 01/31/2023, Revenue Report - dated 01/31/2023, Treasurer's Report - dated 01/31/2023, Resolution #022823-06 – Transfer of funds from Emergency Fund to Equipment Replacement Fund, Resolution #022823-07 – Transfer of funds from Employee Benefits to General Fund, Resolution #022823-08 – Approve Pay App #3 – 2020 Street Repair project, Resolution
#022823-09 – Approval of Sanitary Sewer Easement from American Contractors Group, LLC. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

9. BUSINESS ITEMS

a. **Resolution #022823-10 – Apply for the FY22 FEMA SAFER Grant – Fire Department**

Grooters/Konrad moved to approve Resolution #022823-10 – Apply for the FY22 FEMA SAFER Grant – Fire Department. Fire Chief Jamie Xayavong explained The Department of Homeland Security (DHS) Federal Emergency Management Agency’s (FEMA) Grant Programs Directorate implements and administers the Staffing for Adequate Fire and Emergency Response (SAFER) Grants. SAFER grants provide financial assistance to help fire departments increase or maintain the number of trained, “front line” firefighters available in their communities. The goal of the SAFER program is to enhance the local fire departments’ abilities to comply with staffing, response and operational standards established by the NFPA. The Grant Application ends March 17th, 2023. The award date for the grant will be in September, 2023. The grant will pay for salaries and benefits for 6 full-time firefighters. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

b. **Approve 2023 Chamber Event Applications**

Lundstedt/Richardson moved to approve the 2023 Chamber Event Applications. Parks and Recreation Manager Ryan Merritt explained the Pleasant Hill Chamber of Commerce is planning its annual event season to include, Chill on the Hill (entering its 13th year), End of Summer Fest (previously Family Fun Fest), HILLtober Fest and Trick-or-Treat Around the Lake. Chill on the Hill: will be held on 8 Fridays beginning June 2nd and ending on July 21st. The event will take place from 6-9 PM. All Chill on the Hill events will be held at Copper Creek Lake Park near the shelter area for persons 21 years of age and older. Chill on the Hill consists of weekly bands, food vendors and adult beverages. The Chamber charges $12/person. End of Summer Fest: will be held on Saturday, August 26th. The activities scheduled for the day include an end of summer parade, followed by free inflatable/bounce houses, live entertainment, and fireworks at Copper Creek Lake Park. The start time for the parade will be 1:00 PM and the fireworks show will begin around 9:00 PM. HILLtober Fest: will be held on Saturday, September 23rd from 3-7 PM. Festivities will include music, drink vendors, and Octoberfest-like activities. The event will be hosted at Copper Creek Lake Park near the shelter area for persons 21 years of age and older. Trick-or-Treat Around the Lake: will be held on Thursday, October 26th. The activities scheduled for the day include a family-friendly walk around Copper Creek Lake, with vendor tables and Halloween themed activities. The event will set-up at 4 PM and festivities will begin at 5 PM and run until 7 PM. The event application has been reviewed and recommended by all departments. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

c. **Approve Springtime Hill Climb Event Application**

Murray/Grooters moved to approve the Springtime Hill Climb Event Application. Parks and Recreation Manager Ryan Merritt explained the City of Pleasant Hill Parks and Recreation Department is planning to host the 11th annual Springtime Hill Climb 5K. Event day operations will be handled by True Time Racing. The City is working closely with the Pleasant Hill Chamber of Commerce for sponsorship opportunities, advertising and increasing local support for the run. The event will be held on Saturday, April 15, with the run to start at 8:30 AM at Doanes Park. The route will remain the same as previous years’ with Pleasant Hill Boulevard and Oakwood Drive being closed for a short period during the event. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

d. **Resolution #022823-11 – Approve Pleasant Hill Soccer Club Lease Agreement**

Grooters/Murray moved to approve Resolution #022823-11 – Approve Pleasant Hill Soccer Club Lease Agreement Parks and Recreation Manager Ryan Merritt explained the Pleasant Hill Soccer Club (PHSC) has been providing recreational youth soccer to local area youth for over a decade. In the 2022 season, over 735 youth participated in PHSC provided more than 50 scholarships. The club has been operating under a standard lease agreement to use the open green spaces at Doanes, Sunrise, Sunset, and Hickory Glen parks, and that lease term is expiring. An updated lease agreement has been developed for Council consideration to allow the arrangement to continue. Under the terms and conditions of the agreement the City manages all the field maintenance and the club administers and schedules league games. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

e. **Resolution #022823-12 – Approve Pleasant Hill Little League Lease Agreement**

Richardson/Konrad moved to approve Resolution #022823-12 – Approve Pleasant Hill Little League Lease Agreement. Parks and Recreation Manager Ryan Merritt explained the Pleasant Hill Little League has been providing recreational youth baseball at Doanes Park for over 30 years. The League has been operating under a standard lease agreement to use the four baseball fields at Doanes Park that is now expiring. An updated lease agreement with the League has been developed for Council consideration to allow the arrangement to continue. Under the terms and conditions of the agreement the City manages all field maintenance and the League administers and schedules league games. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.
f. **Resolution #022823-14 – Approve Change Order #3 – Hickory Glen Park Pavilion Project**

Grooters/Lundstedt moved to approve **Resolution #022823-14 – Approve Change Order #3 – Hickory Glen Park Pavilion Project**. Parks and Recreation Manager Ryan Merritt explained the City Council has prioritized park improvements at Hickory Glen Park and Accurate Commercial was awarded the project to construct a pavilion within the park. The project is being overseen by FEH Design and the architect has prepared the attached Change Order No. 3 for necessary work. The document includes a cost add to modify existing underground electrical lines around the right-of-way along SE 68th Street as requested by Mid-American Energy. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

g. **Resolution #022823-15 – Approve ROW License for SEP School District**

Murray/Richardson moved to approve **Resolution #022823-15 – Approve ROW License for SEP School District**. Public Works Director Russ Paul explained that in November 2015 council approved chapter 143, Right-of-way management, with the intent to provide a process and safeguard for future utility work and improvements in the public right-of-way. In December of 2015, Southeast Polk Community School District submitted plans for installing fiber to connect all school buildings together in and around Pleasant Hill. This project was completed during the fall of 2017 and Southeast Polk obtained a Right-of-Way license from City Council in February 2017. This initial approval was for a period lasting five (5) years and now it is time to renew the license until February 2028. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

h. **Resolution #022823-16 – Approval of Preliminary Plat, Site Plan and Development Agreement for Prairie Creek Plat 3**

Grooters/Murray moved to approve **Resolution #022823-16 – Approval of Preliminary Plat, Site Plan and Development Agreement for Prairie Creek Plat 3**. Assistant City Manager/Community Development Director Madeline Sturms explained the City has received the preliminary plat for the third phase of the Prairie Creek development for 16.72-acres of Outlot Y Prairie Creek Plat 2, generally located east of Highway 65, north of SE 6th Avenue, and south of Vision Drive. The owner and developer of the property, Kading Properties, has presented Prairie Creek Plat 3 south of the existing development with proposed continuation of townhome dwellings units, in the similar style and configuration of the townhomes constructed in Plat 1 and Plat 2 to the north. Plat 3 also includes an area reserved for private parkland and open space for residents that will double as an area for storm water detention. The plat provides for public improvements including the extension of the public road, Prairie Creek Drive, to the south property line. All roads including the private road connections will be constructed to SUDAS standards for width, thickness and cross section. Sidewalks six-feet in width are proposed on all public and private streets. The trail extension from Plat 2 is proposed along the west side of Prairie Creek Drive and will have future connection to SE 6th Avenue. A 4’ wide trail easement will be provided along the west side of Prairie Creek Drive on Lot 2 to allow for a section of the 10’ wide trail that lies outside of the right of way. The development agreement outlines the estimated cost of the future road installation of SE Sunsplash Drive and the share the developer is responsible to pay for its construction as well as the amount to be paid by the developer for the fee lieu of parkland dedication. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

i. **Resolution #022823-17 – Approval of Coop Services Agreement with Polk County for an Intersection Traffic Study**

Grooters/Lundstedt moved to approve **Resolution #022823-17 – Approval of Coop Services Agreement with Polk County for an Intersection Traffic Study**. City Manager Ben Champ explained The City of Pleasant Hill has a long history of partnering with Polk County on service delivery items and capital improvement projects including roadway maintenance and construction. The need for a traffic study of the intersection of SE 6th Avenue and SE 68th Street has been identified and the attached cooperative services agreement has been developed. The agreement outlines a scope of work for the traffic study that will review existing conditions and provide options and a recommendation for improvements at the intersection to benefit Fourmile Elementary School traffic as well as provide guidance to adjacent developers. Polk County will serve as the lead agency and be responsible for 50 percent of the traffic study project costs. The County will invoice the City for 50 percent of the project costs as they are incurred. The Board of Supervisors has approved the agreement along with a contract for engineering services. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

10. **CLOSING COMMENT & REGIONAL APPOINTMENT REPORTS**

Councilmember Murray said the Polk County Emergency Management Commission adopted their budget at their last meeting. He thanked Pleasant Hill Chamber of Commerce Director Becca Squires for the wonderful event on Friday evening at the Chamber Dinner. He said they were having some issues with quorum at MIPA, and discussing email votes with the attorney. He also said he attended a Finance Committee meeting for the MPO, and felt they were making progress.

Councilmember Grooters said he joined the Council because he believed in protecting water quality. He was concerned that Senate File 455 bill to preempt local authority over stormwater management regulation, when the state does not regulate it currently, was concerning. He said it is important to prevent future flooding.
Councilmember Konrad thanked the Finance Director for bringing some MWA billing issues to their attention.

Mayor Kurovski said the WRA has been sharing their long-term plans with the Board and member city managers. She said it is important to not have any sanitary sewer issues. The master plan identifies the aging plants and flow pinch points, as well as EPA regulations. She also said that after attending the legislative meetings at the Capitol, it has made her even more appreciative and proud of her local group of elected officials and staff for being respectful of each other and the public interest.

11. ADJOURNMENT

Richardson/Konrad moved to adjourn the Council meeting. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0. The meeting was adjourned at 7:30 p.m.

________________________________________
Sara Kurovski, Mayor

ATTEST:

________________________________________
Dena Spooner, City Clerk/Finance Director
# Open Item Report

**Vendor Set:** City of Pleasant Hill  
**Reporting:** Paid, Unpaid, Partial  
**Payment Dates:** 3/01/2023 Thru 3/14/2023

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### Account Payable Open Item Report

**Vendor Name** | **Description** | **Gross Amount**  
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MIDWEST WHEEL COMPANIES | REPAIR PARTS FOR UNIT 41 | 22.00  
MIRACLE RECREATION EQUIP | REPLACEMENT SLIDE FOR SUNRISE | 5,207.90  
MMC CONTRACTORS | SERVICE WORK ON BOILERS | 247.25  
MORRIS AUTOMOTIVE | REPAIR/MAINT | 6,376.98  
O'REILLY AUTO PARTS | F550 FILTER | 8.66  
PEPPERBALL-UNITED TACTICAL | UNIFORMS | 280.00  
PITNEY BOWES | OPERATING SUPPLIES | 63.90  
PITNEY BOWES BANK INC PURC | REFILL POSTAGE | 500.00  
PLEASANT HILL LIONS CLUB | SPONSORSHIP FOR FISHING DERBY | 500.00  
POLK COUNTY EMERGENCY MANA | EMERG MGMT FUNDING-FY 2022/23 | 5,073.50  
POLK COUNTY RECORDER | DEEDS | 19.00  
QUILL | OFFICE SUPPLIES | 685.36  
RACOM CORPORATION | MOTOR VEH SUPPLIES | 14,401.40  
RAMON SAUCEDO JR | 55 GALLON BARRELS | 300.00  
RELIASTAR LIFE INSURANCE C | DEFERRED COMP - ING | 3,336.95  
RENEWABLE ENERGY GROUP | FUEL-FEB 23 | 9,293.63  
SENECA COMPANIES | REPLACE FUEL HOSE SWIVEL | 41.93  
SERVICEMASTER GREEN OF DES | CUSTODIAL SERV FOR MARCH 2023 | 8,860.50  
SHRED-IT USA | RECYCLE DROP OFF/SERVICE | 91.63  
SKINNER LAW OFFICE TRUST A | PURCHASE OF 5044 MAPLE DRIVE | 210,705.00  
TARGETSOLUTIONS LEARNING | ONLINE TRAINING SYSTEM | 4,386.14  
THE EQUITABLE | DEFERRED COMP - THE EQUITABLE | 1,238.42  
TOMPKINS INDUSTRIES INC | REPAIR MATERIALS FOR SNOW PLOW | 341.33  
TREASURER, CITY OF DES MOI | WRA PAYMENT | 65,317.08  
TRI STAR BENEFIT ADMIN | HRA CLAIMS | 5,655.73  
UNITED WAY OF CENTRAL IA | UNITED WAY CONTRIBUTION | 10.00  
US CELLULAR | PHONE SERVICE | 783.83  
VERIZON WIRELESS | IPAD WIRELESS ACCESS | 408.95  
VISA CARD SERVICES | VISA BILLS | 10,215.29  
WAGEWORKS, INC | FLEX PAYMENTS | 2039.47  
WELLMARK BLUE CROSS BLUE S | HEALTH INS PREM PAYROLL DEDUCT | 29,496.99  

**Total** | -City of Pleasant Hill | 584,028.33  

**Fund Totals**

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001 GENERAL</td>
<td>199,386.60</td>
</tr>
<tr>
<td>110 ROAD USE</td>
<td>52,439.96</td>
</tr>
<tr>
<td>301 CAPITAL PROJECTS</td>
<td>210,705.00</td>
</tr>
<tr>
<td>304 TIF CAPITAL PROJECTS</td>
<td>18,806.13</td>
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<tr>
<td>610 SEWER</td>
<td>81,679.71</td>
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<tr>
<td>670 SOLID WASTE</td>
<td>.90</td>
</tr>
<tr>
<td>699 EQUIPMENT REPLACEMENT</td>
<td>19,512.77</td>
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<tr>
<td>740 STORM WATER</td>
<td>1,497.26</td>
</tr>
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</table>

**Grand Total** | 584,028.33
<table>
<thead>
<tr>
<th><strong>Liquor License Summary for March 14, 2023 City Council meeting</strong></th>
</tr>
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<tbody>
<tr>
<td><strong>Name of Business:</strong></td>
</tr>
<tr>
<td><strong>Location:</strong></td>
</tr>
<tr>
<td><strong>License classification:</strong></td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
</tr>
<tr>
<td><strong>Type of request:</strong></td>
</tr>
<tr>
<td><strong>Police department approval:</strong></td>
</tr>
<tr>
<td><strong>Fire department inspection complete:</strong></td>
</tr>
</tbody>
</table>
February 2023

<table>
<thead>
<tr>
<th>Volunteers</th>
<th>-</th>
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</thead>
<tbody>
<tr>
<td>Volunteer Hours for February</td>
<td>11</td>
</tr>
<tr>
<td>Total Volunteers/Hours</td>
<td>22</td>
</tr>
<tr>
<td>Park Shelter/Facility Rentals</td>
<td>13</td>
</tr>
<tr>
<td>Programs Offered/Participants</td>
<td>2/48</td>
</tr>
<tr>
<td>Partner Events</td>
<td>-</td>
</tr>
<tr>
<td>Parks Special Events</td>
<td>-</td>
</tr>
<tr>
<td>Event Attendance</td>
<td>-</td>
</tr>
<tr>
<td>Special Event Requests</td>
<td>6</td>
</tr>
<tr>
<td>Revenue Collected</td>
<td>$4,750</td>
</tr>
</tbody>
</table>

Engagement Analytics for February

| Social Media Reach               | 6,981           |
| Net Followers                    | +22 (1,038 Total) |
| Website Page Visits              | 2,020           |
| Unique Page Visits               | 1,681           |

Monthly Highlights:
- Submitted for two grants:
  - Prairie Meadows Legacy Grant ($100K – Hickory Glen Community Pickleball Courts)
  - Wellmark Built Environment Grant ($100K – Hickory Glen Community Pickleball Courts)
- Working on spring/summer community guide (available early March)
- Storywalk in the Park updates: improvements for accessibility and interactivity --grand opening April 4th (rain date April 11th)
- Awarded contracts for mowing, turf chemical application, and Meacham Place Park phase I
Join us for the Springtime Hill Climb. This is a fun springtime race through the streets and trails of Pleasant Hill, IA. The race is 5K (3.1 miles) and is chip-timed. Race proceeds will support Mental Health Awareness in our community.

**Date:** April 15th  **Time:** 8:30 AM  **Doanes Park**
MONTHLY COUNCIL REPORT
February 2023

Winter Operations Statistics for February 2023

<table>
<thead>
<tr>
<th>Winter Operations Statistics for February 2023</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage from plowing streets</td>
<td>735</td>
</tr>
<tr>
<td>Miles of streets applied w/salt brine</td>
<td>71 lane miles</td>
</tr>
<tr>
<td>Material (salt/sand mix) used</td>
<td>446.08 Tons</td>
</tr>
<tr>
<td>Material used (season-to-date)</td>
<td>926.57 Tons</td>
</tr>
<tr>
<td>Number of snow/ice events</td>
<td>2</td>
</tr>
<tr>
<td>Snow total*</td>
<td>5.7 inches</td>
</tr>
<tr>
<td>Staff hours for snow and ice control</td>
<td>151 hours</td>
</tr>
</tbody>
</table>

*Figure based on National Weather Service data

Year-round Operation Statistics for February 2023

<table>
<thead>
<tr>
<th>Year-round Operation Statistics for February 2023</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer locates performed</td>
<td>87</td>
</tr>
<tr>
<td>Cemetery Burials</td>
<td>0</td>
</tr>
<tr>
<td>Lift station service checks</td>
<td>8</td>
</tr>
<tr>
<td>Street sweeping debris removal</td>
<td>15.75 tons</td>
</tr>
<tr>
<td>Sanitary sewer backups</td>
<td>0</td>
</tr>
</tbody>
</table>

Monthly Highlights:

- Started street sweeping operations (24 staff hours)
- Snow equipment maintenance and snow/ice control material mixing (106.5 staff hours)
- Installed improved lighting in the Library
- Pothole patching (20 staff hours)

Russ Paul
Pleasant Hill Public Works
DATE:       MARCH 14, 2023
TO:        MAYOR AND CITY COUNCIL
FROM:  RYAN MERRITT, PARKS AND RECREATION MANAGER
SUBJECT:   HICKORY GLEN PARK PAVILION PAYMENT APPLICATION NO. 4

BACKGROUND:
The City Council has prioritized park improvements at Hickory Glen Park and Accurate Commercial was awarded the project to construct a park pavilion within the park. The project is being overseen by FEH Design and the attached Payment Application No. 4 has been prepared and reviewed for the project. The attached resolution approves work completed through February 22, 2023 in a total cost of $299,613.73. Following is communication from FEH Design recommending approval of payment application number one for the project.

ALTERNATIVES:
Not approve the resolution. However, the work has been completed as part of an approved contract.

FINANCIAL CONSIDERATIONS:
Project funds are available.

RECOMMENDATION:
Consider approval of the attached resolution approving the Hickory Glen Park Pavilion payment application.
RESOLUTION #031423-01

A RESOLUTION APPROVING PAYMENT APPLICATION NO. 4
HICKORY GLEN PARK PAVILION PROJECT

WHEREAS, the City has awarded the Hickory Glen Park Pavilion contract to Accurate Commercial; and

WHEREAS, FEH Design has prepared the attached Payment Application No. 4 for the Hickory Glen Park Pavilion project in the amount of $299,613.73;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached Payment Application Number Four for the Hickory Glen Park Pavilion Project.

ADOPTED this 14th day of March, 2023.

________________________________________
Sara Kurovski, Mayor

ATTEST:

________________________________________
Dena Spooner, City Clerk / Finance Director
**ARCHITECT'S CERTIFICATE FOR PAYMENT:**

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

| AMOUNT CERTIFIED | $_____________ |

**ARCHITECT:**

By:_________________________________________________ Date: ________________

---

**Progress Billing**

Application: 4
Period: 02/22/2023

---

**Application For Payment On Contract**

| Original Contract | 1,102,000.00 |
| Net Change by Change Orders | 9,841.98 |
| Contract Sum to Date | 1,111,841.98 |
| Total Complete to Date | 498,084.24 |

| Total Retained | 24,904.23 |
| Total Earned Less Retained | 473,180.01 |

Less Previous Billings | 173,566.28 |

Current Payment Due | 299,613.73 |

Balance on Contract | 638,661.97 |

---

**Contractor's Certification of Work**

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: [Signature]
Date: 3-8-2023

**ARCHITECT'S CERTIFICATE FOR PAYMENT:**

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Owners Representative certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED | $ 299,613.73 |

**ARCHITECT:**

By:_________________________________________________ Date: 3-8-2023

---

Terms: Invoices are due and payable 21DY from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: Accurate Commercial

Thank you for your prompt payment.
## Schedule of Work Completed

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Scheduled</th>
<th>Changes</th>
<th>Contract</th>
<th>Previous</th>
<th>Current Comp.</th>
<th>Stored Mat.</th>
<th>Total Comp.</th>
<th>%</th>
<th>Balance</th>
<th>Retained</th>
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</thead>
<tbody>
<tr>
<td>1 - General Conditions</td>
<td>117,390.41</td>
<td></td>
<td>117,390.41</td>
<td>43,570.58</td>
<td>18,241.98</td>
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<td>61,812.56</td>
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<tr>
<td>2 - Site Work</td>
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<td>117,118.50</td>
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<td>3 - Concrete</td>
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<td>35,521.00</td>
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<td>4 - Masonry</td>
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<td>18,331.80</td>
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<td>9,308.91</td>
<td>97,692.16</td>
<td>70.52</td>
<td>40,842.64</td>
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<td>6 - Construction</td>
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<td>9,308.91</td>
<td>9,308.91</td>
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<td>9,308.91</td>
<td>9.27</td>
<td>91,119.80</td>
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<td>7 - Thermal and Moisture</td>
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<td>48,550.00</td>
<td>48,550.00</td>
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<td>48,550.00</td>
<td>100.00</td>
<td>0</td>
<td>0</td>
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<tr>
<td>8 - Door and Window</td>
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<td>32,370.00</td>
<td>5,082.00</td>
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<td>17,127.00</td>
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<td>10 - Specialties</td>
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<td>3.29</td>
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<td>15 - Mechanical &amp; Plumbing</td>
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<td>66,480.00</td>
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<td>5,700.00</td>
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<td>22,800.00</td>
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<td>16 - Electrical</td>
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<td>96,424.00</td>
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<td>7,274.45</td>
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<td>23,722.63</td>
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<td>72,701.37</td>
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<td>17 - Overhead and Profit</td>
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<td>9,528.80</td>
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<tr>
<td>Change Order# 2</td>
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<td>313.18</td>
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<td></td>
<td>313.18</td>
<td>100.00</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Totals:** 1,102,000.00 9,841.98 1,111,841.98 182,701.35 315,382.89 498,084.24 44.80 613,757.74 24,904.23
DATE: MARCH 14, 2023
TO: MAYOR & CITY COUNCIL
FROM: RYAN MERRITT, PARKS & RECREATION MANAGER
SUBJECT: AWARD TURF CHEMICAL APPLICATION CONTRACT

BACKGROUND:
On February 15, 2023, an invitation to bid was sent out to local contractors to provide turf chemical application services for the City of Pleasant Hill. The contract information was also available for contractors on the City’s website. Kelly George Turf & Irrigation was the lowest responsive and responsible bid at $42,860.25 per season. The total seasonal cost could be less; the treatment process will vary annually and some treatments may only occur once every three years or even less frequently.

Staff met with Kelly George Turf & Irrigation representatives and inspected the equipment, finding all items suitable for meeting the conditions and standards defined in the contract. The period of the contract for turf chemical application services covers three (3) turf seasons starting in 2023 and ending in 2025. The contract is based on one-application-season increments with a renewal option for two (2) subsequent seasons. The renewal option is subject to continued satisfactory performance by the contactor to consistently meet the all contractual obligations.

The attached resolution awards the contract for turf chemical application services to Kelly George Turf & Irrigation for the 2023 season.

ALTERNATIVES:
Not approve the turf chemical application contract and risk not having or delaying application services this spring.

FINANCIAL CONSIDERATIONS:
 Funds have been budgeted for the contract.

RECOMMENDATION:
Approval of the attached resolution awarding Kelly George Turf & Irrigation the turf chemical application services contract for the City of Pleasant Hill.
RESOLUTION #031423-02

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF PLEASANT HILL, IOWA AND KELLY GEORGE TURF & IRRIGATION

WHEREAS, the City of Pleasant Hill is charged with soliciting contractors to provide turf chemical application services; and

WHEREAS, the City of Pleasant Hill received three bids for the turf chemical application contract;

WHEREAS, the City is entering into an agreement with Kelly George Turf & Irrigation for turf chemical application services for a period of one season, with the right to renew for two (2) subsequent seasons; and

WHEREAS, by entering into this agreement, Kelly George Turf & Irrigation will complete the turf chemical application services as listed on the attached contract.

NOW, THEREFORE, BE IT RESOLVED, the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approved the turf chemical application contract with Kelly George Turf & Irrigation.

ADOPTED March 14, 2023.

_______________________________
Sara Kurovski, Mayor

ATTEST:

_______________________________
Dena Spooner, City Clerk/Finance Director
CONTRACT TERMS

TURF CHEMICAL APPLICATION SERVICES

CITY OF PLEASANT HILL

Toadily Turf, LLC DBA Kelly George Turf and Irrigation

This agreement is between _____________________________ herein after referred to as the Contractor and the City of Pleasant Hill hereinafter referred to as the City, for turf chemical application services during the growing seasons from 2023 through 2025.

1. CONTRACT PURPOSES

The intent and purpose of this contract is to provide chemical application services to the City’s administrative complexes, sports fields, and other green spaces for three (3) growing seasons starting in 2023.

2. CONTRACTOR

2.1 The Contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Pleasant Hill.

2.2 The Contractor shall be able to furnish the City with a completed W-9 form.

2.3 The Contractor is expected to provide all supervision, labor and equipment, materials, supplies, insurance, and other components necessary to satisfactorily perform the turf chemical application services.

3. CONTRACT PERIOD

3.1 The contract is based on the growing season, beginning on or about April 1 and ending on or about October 31 of the same calendar year. Actual dates are weather dependant.

3.2 The initial term of this contract shall be effective for the period of one year from the executed contract. The City reserves the right as its sole option to renew this contract on an annual basis per the same terms and conditions as set forth in the resulting contract. Any renewal contract agreement shall be signed by the Contractor prior to the expiration of the initial term and any subsequent term. Contract award and renewals shall be limited to a total of three (3) years from the original executed contract date. A mutually agreeable contract increase may be initiated based on the CPI-W (as calculated by the United States Bureau of Labor Statistics).

3.3 The renewal option is subject to continued satisfactory performance by the contractor to consistently meet the contractual obligations described herein and further subject to and dependant on any and all other concerns of the City.

3.4 The Contractor must meet with Appropriate City Contract Representative prior to the start of each growing season to review site conditions, equipment inspections, supervisor contact information, and insurance certifications.

4 WAIVER OF DEFENSES BY CONTRACTOR

Contractor understands, acknowledges and agrees that this contract may be unilaterally terminated by the City for any reason, upon the City providing notice to the Contractor within sixty (60) days after the end of each growing season. Contractor further understands, acknowledges and agrees that it would NOT be granted this contract, unless Contractor committed to perform the services as set forth in this contract for a duration of three (3) seasons. Finally, Contractor further acknowledges and agrees that in exchange for the mutual
promises as set forth herein and for other good and valuable consideration, sufficiency of which is hereby acknowledged, Contractor expressly WAIVES any and all defenses that it may have regard to the fact that it does not have the same or mutual right to unilaterally terminated this contract for any reason.

5 WORKING DAYS AND HOURS
5.1 Chemical applications shall typically be completed Monday through Friday, 7:00 AM through 30 minutes prior to sundown. Weekend applications shall not be routine but are permitted due to weather favorability.
5.2 It is the Contractor’s responsibility to notify the Appropriate City Contract Representative in writing via text or email within 48 hours of intent to perform work.
5.3 The Contractor shall respond within 48 hours of receiving a request or notice from the City.

6 CONTRACTOR PERSONNEL
Contractor must ensure that all personnel comply with the following:
6.1 Wearing personal protective equipment when performing the services.
6.2 Be a valid State of Iowa pesticide applicator of the applicable category.
6.3 Wear proper and distinct clothing bearing the name of the company for easy identification.
6.4 Remain fully clothed while performing services.
6.5 Wear bright safety colored clothing when operating near or in traffic areas.
6.6 Be courteous to the general public while performing services in or around public property.

7 CHEMICAL APPLICATION EQUIPMENT
7.1 The Contractor shall maintain all equipment in proper condition.
7.2 Contractor shall provide all equipment training for its personnel.
7.3 Contractor personnel shall operate all equipment on City streets and public grounds in a manner consistent with law and safety standards.
7.4 The Appropriate City Contract Representative reserves the right to reject any piece of equipment from continued or further engagement of services due to inability of equipment to function properly for the requested services.
7.5 Chemical Application equipment cannot be stored overnight on City property.

8 SAFETY
8.1 Any violation of safety standards may be deemed cause for termination of the contract.
8.2 The Contractor shall perform all Chemical Application operations in such a manner as to prevent damage to the turf, nearby trees, shrubs, ground cover, structures, site fixtures, parked vehicles and park visitors.

9 CHEMICAL APPLICATION
9.1 All applications shall be done in accordance with the pesticide manufacturer’s recommended label rates and all applicable Federal, State, County, and Municipal regulations.
9.2 All chemical applications must be applied according to labeled directions by a valid State of Iowa pesticide applicator of the applicable category.
9.3 The Contractor will be required to submit their agronomic plans to the Appropriate City Contract Representative prior to any application. The Contractor will be allowed the flexibility to choose the timing and products they will utilize to meet at least the minimum requirements stated within this section.
9.4 A listing of proposed chemicals used, including commercial name, application rates, and type of usage shall be submitted to the Appropriate City Contract Representative for approval. No work shall begin until approval is obtained from the Appropriate City Contract Representative.

9.5 Provide 24 hours notification to City representative before performing work.

9.6 Remove granular materials deposited on sidewalks, driveways, parking lots, or other hard surfaces immediately following completion of application. Ensure spray or granular material is not discharged into storm sewer catch basins, open watercourse, or any storm water conveyance system. Under no circumstances will chemical be swept, washed or otherwise allowed to enter storm drains.

9.7 Clearly mark areas of pesticide application in accordance with the Iowa Department of Agriculture and Land Stewardship — Pesticide Bureau.

9.8 Exercise extreme care so as not to overspray the affected areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor’s expense.

9.9 Chemical applications for each parcel/zone shall proceed continuously until completion.

9.10 The City may add or reduce application services at rates equal to the prices established on the Bid Schedule Form.

9.11 The Appropriate City Contract Representative may delay, increase or cease chemical application of some or all parcels/zones for any reason, included but not limited to weather conditions, turf maintenance objectives, turf maintenance activities, public use, or any other related factor.

10 PRE-EMERGENT HERBICIDE USE

10.1 Pre-emergent herbicide shall be used for the treatment of annual grasses.

10.2 The Contractor shall adhere to specifications outlined in the Turf Performance Matrix (Attachment A) for pre-emergent herbicide requirements.

10.3 Moderate and low level applications are optional based on scouting results of the Appropriate City Contract Representative.

11 INSECTICIDED USE

11.1 White grubs are the primary insect problem for Iowa. Damage is often site specific and therefore a site specific strategy should be practiced as much as possible.

11.2 The Contractor is responsible for preventing insect damage to areas categorized as Sports and High Performance. This may be achieved through an IPM approach utilizing scouting, curative treatments and/or through preventative applications.

11.3 No insecticides will be allowed to be applied on sports fields within 48 hours of scheduled activities.

11.4 Turf damage due to insects which require reseeding will be at the cost and responsibility of the Contractor with city approved seed and seeding rates.

12 FERTILIZER USE

12.1 The Contractor shall adhere to specifications outlined in the Turf Performance Matrix (Attachment A) for fertilizer requirements such as product characteristics (ex: slow release, carbon-based) and rates (ex: X lbs. N/1000SF).

12.2 Fertilizer shall only be applied to areas categorized as Sports or High Performance.

12.3 Soil testing shall be the responsibility of the Contractor. The Contractor shall review soil test results and recommendations with the Appropriate City Contract Representative. Nutrient rates may vary between sites according to soil test results.

12.4 A range of 0.5 to 1.5 lbs. N/1000 sq. ft. per application shall be used depending on N source and application date.
12.5 A range of 2 to 4 lbs. N/1000 sq. ft. per growing season with the majority of Nitrogen applied in the fall.
12.6 Phosphorus, potassium and other micronutrient sources shall be applied as per soil test.

13 POST-EMERGENT HERBICED USE
13.1 The Contractor shall adhere to specifications outlined in the Turf Performance Matrix (Attachment A) for post-emergent herbicide requirements.
13.2 The Contractor may utilize a combination of broadcast and spot spray for broadleaf weeds.
13.3 Spot treatment of post-emergent crabgrass control may be used, as an alternative to pre-emergent applications, where crabgrass weed tolerances thresholds can be tested.
13.4 Area categorized as Moderate or Low Performance shall be optionally treated as determined by the Appropriate City Contract Representative and based on scouting results and thresholds outlined in the Turf Performance Matrix (Attachment A).
13.5 As a component of each application the Contractor shall spot spray weeds in cracks of all hard surfaces that are within 50 feet of treated turf.

14 DAMAGE TO TREES OR TURF
Damage shall be defined as a result of contact with the Contractor’s equipment or other aspects of the contractor operations. The Contractor shall notify the Appropriate City Contract Representative of any damage that results from Contract operations on the day damage is first noticed. Fines will be assessed against the contractor for any of the following conditions:
14.1 If any tree less than four (4) inch diameter sustains bark damage that is twenty five (25) percent or more of the tree’s circumference the fine will be two hundred (200) dollars.
14.2 If any tree greater than four (4) inch diameter bark sustains damage that is twenty five (25) percent or more of the tree’s circumference the fine will be four hundred (400) dollars.
14.3 All sod damage will be computed using replacement cost values. The City may deduct the total cost of damage from any amount owed to the Contractor from the sum to be paid for an outstanding invoice.

15 DAMAGE TO CITY/OTHER PROPERTY
The Contractor shall be responsible for the damage to any City or private property, facilities, or structures damaged (including public utilities) as a result of the Contractor’s operations. The Contractor shall notify the Appropriate City Contract Representative of any damage that results from the Contractor’s operations on the day damage is first noticed.
15.1 The Appropriate City Contract Representative will determine the nature and extent of the damage, decide the time frame, method of repair or replacement, or monetary restitution.
15.2 The City may deduct the total cost of damage from any amount owed to the Contractor from the sum to be paid for an outstanding invoice.

16 SUPERVISION AUTHORITY / DIRECTION
16.1 The Contractor shall provide the Appropriate City Contract Representative with the name, address and telephone number(s) for at least two designated contact personnel responsible for insuring response to the City’s request for contract services.
16.2 The Contractor shall ensure that at least one of the contact persons is available and accessible Monday through Friday between the hours of 7:00 AM and 5:00 PM, during the period the Agreement is in force.
16.3 The Contractor and his designated personnel shall respond to orders given by the Appropriate City Contract Representative in a timely manner.
16.4 The Appropriate City Contract Representative reserves the right to stop personnel from continued or further engagement of services due to incompetence or insubordination.

17 PAYMENT
17.1 Contractor will be paid on a monthly basis in arrears.
17.2 Contractor shall submit billing invoices within two (2) weeks of completion of application.
17.3 All work being billed shall be referenced on invoices according to the tasks listed on the attached bid sheet.
17.4 Records of application stating dates, times, methods of application, chemical names & formulations, applicators' names and weather conditions shall be submitted to the city upon invoicing.

18 INSURANCE:
18.1 Proof of insurance in the form of "Certificate of Insurance" in at least the amounts specified below shall be provided by the Contractor prior to the issuance of the Contract, shall be reviewed and determined to be acceptable to the City's insurance firm, and shall be maintained throughout the contract.
18.2 Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.
18.3 SUBCONTRACTORS: The CONTRACTOR shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this contract meet similar insurance requirements as are required of the CONTRACTOR.
18.4 CONTRACTOR shall ensure that its activities on city premises will be performed and supervised by adequately trained and qualified personnel and CONTRACTOR will observe, and cause its officers, employees, subcontractors and others affiliated with CONTRACTOR to observe all applicable safety rules.

19 COVERAGE LIMITS
Commercial General Liability for $1,000,000 and $2,000,000
Aggregate Automobile Liability for $500,000
Umbrella Liability for $2,000,000
Statutory Workers' Compensation limits as required by the State of Iowa.
Name the City of Pleasant Hill as an "Additional Insured on the Contractor’s Commercial General Liability and Automobile Liability.

20 ANNUAL CERTIFICATE OF INSURANCE: Each year for the duration or renewal of this contract, the Contractor shall arrange for its insurance company to automatically send an updated Certificate of Insurance to the Appropriate City Contract Representative for verification that the preceding insurance is in force during the applicable Chemical Application season; such Certificate of Insurance shall show the coverage limit by type, dates of coverage, and shall name the City of Pleasant Hill as "Additional Insured".
21 **CONTRACTOR’S PERSONNEL**
Employees hired to perform any or all portions of this contract shall be paid by the Contractor in accordance with all the laws of the State of Iowa and shall provide Workmen’s Compensation and other statutory benefits to comply with the laws of the State of Iowa and/or federal laws.

22 **INDEMNIFICATION AND HOLD HARMLESS**
22.1 In the performance of this Contract, the Contractor shall be deemed to be an independent contractor, and shall agree to indemnify, defend and hold harmless the City, its employees or representatives, from all injury or damages to persons or property or claims thereof rising out of this contract and further for all expenses for litigation arising from any such claim.

22.2 If any litigation on account of such claims shall be commenced against the City, its employees or representatives, the Contractor, upon notice thereof from the City shall defend the same at its own cost and expense; and the record of any judgment rendered against the City on account of such claims for damages shall be conclusive as against the Contractor, and entitle the City to recover the full amount thereof, with interest and costs and attorney fees incurred by the City and right of action therefore shall accrue to the City as soon as judgment shall have been rendered, whether the Contractor shall have paid the amount or not.

23 **BREACH OF CONTRACT**
23.1 If at any time before, during or after the growing season, Contractor requests to renegotiate the agreed upon/approved contract cost per mowed acre for any component of the contract, then the Contractor will be in breach of contract, and the City, in its sole discretion, may elect to terminate the contract.

23.2 If the City elects to terminate the contract as aforesaid in this Section then for the determination of damages the termination of the contract shall be deemed effective upon receipt by the City of Contractor’s aforesaid request to renegotiate.

23.3 Except for cause, in particular failure of City to pay Contractor pursuant to this contract, the Contractor does NOT have the option to terminate the contract once the contract has been approved by the City.

23.4 Furthermore, notwithstanding anything to contrary herein this contract, failure of the City to pay Contractor for all or a portion of any invoice based upon a good faith dispute of said invoice shall not be a breach of contract by the City giving rise to termination of this contract for cause by the Contractor, unless it is adjudicated and found by a court of proper jurisdiction and venue that the City withheld said disputed payments in bad faith.

23.5 Finally, if the Contractor is determined by the City to be in breach of the contract, or legal proceedings have not been concluded, the Contractor will NOT be allowed to participate in the next bid solicitation or any bid solicitation until any and all legal proceedings have concluded whichever timeframe is greater, and such solicitation may be for any or all chemical application activities included in the appropriate chemical application Component.

23.6 Upon the occurrence of any breach of contract by Contractor, City may, at its sole option and discretion, elect to terminate this contract and/or exercise and seek any and all rights and remedies provided at law, in equity or elsewhere herein, and such rights and remedies shall be cumulative and none shall exclude any other right allowed by law.

23.7 Contractor must remain in good standing financially with the City of Pleasant Hill and must adhere to city codes and ordinances.
24 TERMINATION OF CONTRACT
Except as otherwise specifically set forth herein, including but not limited to the automatic termination of this contract as set forth in the Breach of Contract section above, any termination of this contract by either the City or Contractor must be in writing and said notice of contract termination shall be deemed sent to and received by the non-terminating party as set forth in the Notices section below.

25 NOTICES
Any and all notices, requests, demands, terminations or other communications hereunder shall be in writing and shall be deemed properly served,

I. on the date sent if transmitted by hand delivery with receipt there for,
II. on the date sent if transmitted by facsimile (with confirmation by hard copy to follow by first class postage prepaid),
III. on day after the notice is deposited with an overnight courier,
IV. three (3) days after being sent by registered or certified mail, return receipt requested, first class postage prepaid, or
V. by sending e-mail transmission, (with confirmation by hard copy to follow by overnight delivery service), which said e-mail notice shall be served as of the date and time of the e-mail transmission, provided that the e-mail notice is sent during Business Days/Hours (Monday through Friday, excluding Federal Holidays, 8:00 a.m. to 5:00 p.m. Des Moines, IA time), if the e-mail notice is sent during Non-Business Days/Hours, then the effective date and time of notice is the first hour of the next Business Day after transmission, and shall be addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof):

If to Contractor: Company Name: Kelly George Turf and Irrigation
Attn: Kelly George
Address: 91 NE 80th St Pleasant Hill, Iowa 50327
Fax: N/A
E-mail: kelly@kellygeorgeturf.com

If to City: City of Pleasant Hill
Attn: Ryan Merritt, Parks & Recreation Manager
5160 Maple Drive, Suite A
Pleasant Hill, IA 50327
Fax: (515)262-9570
rmerritt@pleasanthilliowa.org
brad@eastpolklaw.com

26 CONTRACT CANNOT BE MODIFIED
The Contractor expressly acknowledges, understands, and agrees, except as otherwise specifically set forth herein and only to the extent permitted by law, that due to certain Open Bidding law requirements of the State of Iowa, this contract CANNOT be modified in whole or in part.
LITIGATION – ATTORNEYS' FEES
In the unlikely event of any litigation between the parties hereto involving the terms of this contract or the breach or enforcement hereof, the prevailing party shall be entitled to recover all of its reasonable legal fees and other costs and expenses incurred in connection therewith.

NO WAIVER
No waiver of any provision of this contract shall be implied by any failure of City to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver by City shall be valid unless in writing and shall not affect any provision other than the one specified in such written waiver and that provision only for the time and in the manner specifically stated in the waiver.

IN WITNESS TO THIS AGREEMENT the authorized signature below represents complete agreement and acceptance by the parties herein to all terms and conditions listed above:

______________________________  _______________________
City of Pleasant Hill, Iowa        Date

[Signature]

Contractor

91 NE 80th street Pleasant Hill, Iowa 50327

______________________________
Address

(515) 991-1347

Phone Number
### Bid Results

**Bid Description:** Turf Chemical Contract  
**Bid Date:** 1-Mar-23  
**Bid Time:** 2:00 PM

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<th>Notice of Litigation</th>
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CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: MARCH 14, 2023
TO: MAYOR & CITY COUNCIL
FROM: RYAN MERRITT, PARKS & RECREATION MANAGER
SUBJECT: AWARD TURF MOWING CONTRACT

BACKGROUND:
On February 15, 2023, an invitation to bid was sent out to local mowing contractors to provide mowing services, including nuisance mowing as needed, for the City of Pleasant Hill. The contract information was also available for contractors on the City’s website. ADA Mowing was the lowest responsive and responsible bid at $3,604.78 per week of mowing services for 136.9 acres, averaging $26.33 per acre.

Staff met with ADA Mowing representatives and inspected the equipment, finding all items suitable for meeting the conditions and standards defined in the contract. The period of the contract for turf mowing and trimming services covers three (3) turf growing seasons starting in 2023 and ending in 2025. The contract is based on one-mowing-season increments with a renewal option for two (2) subsequent seasons. The renewal option is subject to continued satisfactory performance by the contractor to consistently meet the all contractual obligations.

As the low bid in 2018 and 2021, ADA Mowing has provided mowing services for the last five years. Staff has been very pleased with the level of services provided during those contract periods. The attached resolution awards the contract for mowing services to ADA Mowing for the 2023 mowing season.

ALTERNATIVES:
Not approve the turf mowing contract and risk not having or delaying mowing services this spring.

FINANCIAL CONSIDERATIONS:
Funds have been budgeted for the contract.

RECOMMENDATION:
Consider approval of the attached resolution awarding ADA Mowing the mowing services contract for the City of Pleasant Hill.
RESOLUTION #031423-03

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF PLEASANT HILL, IOWA AND ADA MOWING

WHEREAS, the City of Pleasant Hill is charged with soliciting contractors to provide mowing and trimming services to an estimated 136 acres of publicly owned property and nuisance mowing services; and

WHEREAS, the City of Pleasant Hill received two bids for the turf mowing contract;

WHEREAS, the City is entering into an agreement with ADA Mowing for mowing services for a period of one season, with the right to renew for two (2) subsequent seasons; and

WHEREAS, by entering into this agreement, ADA Mowing will complete the mowing services as listed on the attached contract.

NOW, THEREFORE, BE IT RESOLVED, the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approved the mowing contract with ADA Mowing.

ADOPTED March 14, 2023.

_______________________________
Sara Kurovski, Mayor

ATTEST:

_______________________________
Dena Spooner, City Clerk/Finance Director
REQUEST FOR BID
TURF MOWING SERVICES
CITY OF PLEASANT HILL

Overview: The City of Pleasant Hill, Iowa is seeking a three (3) year bid from qualified contractors to provide turf mowing services for the mowing season, beginning on or about April 1 and ending on or about October 31 of the same calendar year. The Contractor is expected to provide all supervision, labor and equipment, materials, supplies, insurance, and other components necessary to satisfactorily perform the turf mowing and trimming services without the use of sub-contractor(s) for the entire term of the contract.

Bid Procedures:
Sealed bids will be received by the Office of the City Clerk, City of Pleasant Hill, 5160 Maple Drive, Suite A, Pleasant Hill, Iowa 50327, on or before 2:00 p.m., local time, on Wednesday, March 1, 2023 for turf mowing services. Bidders shall submit their bids in a sealed envelope, plainly marked “Bids for Turf Mowing Services”. Unit prices shall be final, and the City reserves the right to accept or reject any or all bids on a per unit basis and waive irregularities and technicalities as determined to be in the best interest of said City. The following bid forms must be completed and submitted in order to receive consideration:

- (1) Bid Form Cover Page
- (2) Notice of Litigation
- (3) References
- (4) Equipment Inventory
- (5) Mowing Bid Spreadsheet

Sealed proposals will be opened and bids tabulated at 2:00 p.m., March 1, 2023 in the City Council Chambers of the City Hall

Bidders must be prepared for an equipment inspection on March 2, 2023 between the hours of 8:00 a.m. to 4:00 p.m.

- The Pleasant Hill City Council will consider bid award at its meeting on March 14, 2023.

It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to the City. Contractor submissions deemed inadequate or incomplete may result in a determination that the contractor is not a responsible bidder. Any bid award is subject to review and approval by the Pleasant Hill City Council. In determining the lowest responsive and responsible bidder, the City reserves the right to consider, in addition to price, the experience and/or past performance of the bidder, current inventory and condition of equipment and sufficiency of the financial resources.

Minimum Qualifications to Bid: Prospective contractors shall have (1) Mowed a contract minimum of 100 acres per week from the most recent mowing season. (2) Owned a commercial turf grass mowing and trimming business during the past 3 seasons. (3) Provide proof of insurance from the most recent mowing season. (4) Provide services on specific days of the week as defined within the contract. (5) Utilize specific types of equipment as defined in the contract.

Insurance Requirements: After the contract is awarded, the contractor would be required to carry at least the following limits for this contract: Commercial General Liability for $1,000,000 and $2,000,000 Aggregate, Automobile Liability for $500,000, Umbrella Liability for $1,000,000, Statutory Workers’ Compensation Limits as required by the State of Iowa, Name the City of Pleasant Hill as an “Additional Insured” for General Liability and Auto Liability Insurance.

Contract Documents: Specifications may be secured at Pleasant Hill Parks and Recreation, 5160 Maple Drive, Suite A, Pleasant Hill, Iowa, by contacting Ryan Merritt, Parks & Recreation Manager, at 515-262-9368, Ext. 9453. rmerritt@pleasanthilliowa.org
CONTRACT TERMS
TURF MOWING SERVICES
CITY OF PLEASANT HILL

ADA Mowing

This agreement is between ADA Mowing and the City of Pleasant Hill for general turf mowing and trimming services during the turf growing season from 2023 through 2025.

1. CONTRACT PURPOSES
The intent and purpose of this contract is to provide turf mowing and trimming services for three (3) turf growing seasons starting in 2023.

2. CONTRACTOR
2.1 The Contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Pleasant Hill.
2.2 The Contractor shall be able to furnish the City with a completed W-9 form.
2.3 The Contractor is expected to provide all supervision, labor and equipment, materials, supplies, insurance, and other components necessary to satisfactorily perform the turf mowing and trimming services.
2.4 The Contractor will not be permitted to sublet this contract without prior written approval from the City.

3. CONTRACT PERIOD
3.1 The contract is based on the growing season, beginning on or about April 1 and ending on or about October 31 of the same calendar year. Actual dates are weather dependent.
3.2 The initial term of this contract shall be effective for the period of one year from the executed contract. The City reserves the right as its sole option to renew this contract on an annual basis per the same terms and conditions as set forth in the resulting contract. Any renewal contract agreement shall be signed by the Contractor prior to the expiration of the initial term and any subsequent term. Contract award and renewals shall be limited to a total of three (3) years from the original executed contract date. A mutually agreeable contract increase may be initiated based on the CPI-W (as calculated by the United States Bureau of Labor Statistics).
3.3 The renewal option is subject to continued satisfactory performance by the contractor to consistently meet the contractual obligations described herein and further subject to and dependent on any and all other concerns of the City.
3.4 The Contractor must meet with Appropriate City Contract Representative prior to the start of each growing season to review site conditions, equipment inspections, supervisor contact information, and insurance certifications.

4 WAIVER OF DEFENSES BY CONTRACTOR
Contractor understands, acknowledges and agrees that this contract may be unilaterally terminated by the City for any reason, upon the City providing notice to the Contractor within sixty (60) days after the end of each mowing season. Contractor further understands, acknowledges and agrees that it would NOT be granted this contract, unless Contractor committed to perform the services as forth in this contract for a duration of three (3) seasons of mowing. Finally, Contractor further acknowledges and agrees that in exchange for the mutual promises as set forth herein and for other good and valuable consideration, sufficiency of which
is hereby acknowledged, Contractor expressly WAIVES any and all defenses that it may have regard to the fact that it does not have the same or mutual right to unilaterally terminated this contract for any reason.

5 WORKING DAYS AND HOURS
5.1 Weekly mowing cycles must be completed within four (4) working days, Tuesday to Friday (7:00 AM and 6:00 PM). Mowing on Mondays shall be permitted only with approval of the Appropriate City Contract Representative.
5.2 Mowing is not permitted on Saturday or Sunday unless adverse weather delays mowing during the week; or other legitimate reasons as determined by the Appropriate City Contract Representative on a case by case basis for each request presented by the contactor.
5.3 If the contractor cannot perform its duties under this contract due to adverse weather, illness or other reason, it is the Contractor’s responsibility to notify the Appropriate City Contract Representative immediately in writing via text or email.

6 FREQUENCY OF MOWING
6.1 Mowing operations for each parcel must be completed on the same day it was started.
6.2 The Appropriate City Contract Representative may delay, increase or cease mowing of some or all locations if conditions (such as weather, fertilization or chemical treatment) have impacted turf growing conditions and/or health.
6.3 All sports turf fields at Doanes Park, Sunrise Park, and Hickory Glen Park shall be mowed every Tuesday and Friday between the hours of 7 AM and 3PM.
6.4 Additional areas and/or frequency of mowing may be added or reduced at a rate equal to the price per acre identified on the Bid Form.

7 CONTRACT PERSONNEL CLOTHING
7.1 All contractor personnel shall wear clothing that presents a consistent look amongst employees, and cannot display any explicit pictures or verbiage such as profanity, pictures or images of unclothed persons, depicted drugs or drug references, or political choices on them.
7.2 Personnel shall remain fully clothed while performing services.
7.3 Bright safety colored clothing is required when mowing near or in traffic areas (medians and/or rights-of-way).
7.4 Contractor must ensure that all personnel are wearing personal protective equipment when performing the services.

8 CONTRACT PERSONNEL BEHAVIOR
All Contractor personnel shall be courteous to the general public while performing services in or around public property.

9 MOWING EQUIPMENT
9.1 The Contractor shall maintain all mowing equipment in proper condition, making sure that all mower blades are sharp. The Appropriate City Contract Representative reserves the right to reject any piece of equipment from continued or further engagement of services due to inability of equipment to function properly for the requested services.
9.2 Mowing equipment cannot be stored overnight on City property.
9.3 Select sites have mower deck size restrictions. Refer to the Bid Schedule Form for Maximum mower deck widths at each site. Community Gardens mowing equipment shall be a walk-behind. Baseball Infields mowing equipment shall be a walk-behind with bagger.
10 MOWING OPERATIONS
10.1 Turf areas shall be mowed to maintain a turf height of 3 inches or as determined by the Appropriate City Contract Representative.
10.2 Line trimming units used for areas inaccessible to mowers may include, but is not limited to the following situations: around the base of trees and plantings, around site fixtures, along fences, walls, and curb barriers. Line trimmed areas shall be maintained at 3 inches. All vegetation that directly touches curbs shall be eliminated.
10.3 The Contractor shall perform all mowing operations in such a manner as to prevent damage to the turf, nearby trees, shrubs, ground cover, structures, site fixtures, parked vehicles and park visitors.
10.4 The Contractor shall avoid mowing wet areas.
10.5 Mowing directions shall be alternated between mowing cycles so as to eliminate wear/compression patterns.
10.6 Circling patterns around trees and other structures so as to cause rutting is prohibited.
10.7 Trimmings/Clippings shall be removed off of all hard surfaced areas, included but not limited to buildings, sidewalks, trails, roadways, parking lots, headstones, landscapes, and ball field aggregate/infield.
10.8 If windrows of excess clippings are generated the contractor shall remove or redistribute the clippings.
10.9 Herbicides of any kind, such as Round-Up, are not permitted to be applied by the contractor.

11 SAFETY SPECIFICATIONS
11.1 Contractor shall provide all equipment training for its personnel.
11.2 Contractor personnel shall operate all equipment on City streets and public grounds in a manner consistent with law and safety standards.
11.3 Any violation of safety standards may be deemed cause for termination of the contract.

12 LITTER COLLECTION
12.1 Litter shall be collected by the Contractor’s personnel prior to each mowing. Litter shall mean twigs, paper, cans, bottles, and/or other discarded debris or material on the ground and/or roadside.
12.2 Litter not collected and subsequently mowed and dispersed through the Contractor’s mowing activity, shall be immediately collected by the Contractor’s personnel before proceeding to the next mowing location.
12.3 Litter collected shall be transported to one of the City’s dumpsters.
12.4 Hazardous material and/or large limbs should be reported to and handled by the City.

13 DAMAGE TO TREES OR TURF
Damage shall be defined as a result of contact with the Contractor’s equipment or other aspects of the contractors operations. The Contractor shall notify the Appropriate City Contract Representative of any damage that results from Contract operations on the day damage is first noticed. Fines will be assessed against the contractor for any of the following conditions:
13.1 If any tree less than four (4) inch diameter sustains bark damage that is twenty five (25) percent or more of the tree’s circumference the fine will be two hundred (200) dollars.
13.2 If any tree greater than four (4) inch diameter bark sustains damage that is twenty five (25) percent or more of the tree’s circumference the fine will be four hundred (400) dollars.
13.3 All sod damage due to rutting by the Contractor’s equipment will be computed using replacement cost values.
13.4 The City may deduct the total cost of damage from any amount owed to the Contractor from the sum to be paid for an outstanding invoice.

14 DAMAGE TO CITY/OTHER PROPERTY
The Contractor shall be responsible for the damage to any City or private property, facilities, or structures damaged (including public utilities) as a result of the Contractor’s operations. The Contractor shall notify the Appropriate City Contract Representative of any damage that results from the Contractor’s operations on the day damage is first noticed.

14.1 The Appropriate City Contract Representative will determine the nature and extent of the damage, decide the time frame, method of repair or replacement, or monetary restitution.

14.2 The City may deduct the total cost of damage from any amount owed to the Contractor from the sum to be paid for an outstanding invoice.

15 VANDALISM
In the event that the Contractor discovers vandalism to a location, the Contractor will immediately notify the Appropriate City Contract Representative or Police.

16 RELOCATION OF PICNIC TABLES AND OTHER AMENITIES
The Contractor shall return all picnic tables and/or other amenities to the original location prior to mowing the ground beneath such items.

17 SITE INSPECTION
The Contractor shall notify the Appropriate City Contract Representative (via text) when work is completed at end of the week.

18 ADVERSE WEATHER If weather conditions prohibit completion of work the Contractor may request additional times outside the scheduled mowing cycle. Requests may be approved by phone.

19 SUPERVISION AUTHORITY / DIRECTION
19.1 The Contractor shall provide the Appropriate City Contract Representative with the name, address and telephone number(s) for at least two designated contact personnel responsible for insuring response to the City’s request for contract services.

19.2 The Contractor shall ensure that at least one of the contact persons is available and accessible Tuesday through Friday between the hours of 7:00 AM and 5:00 PM, during the period the Agreement is in force.

19.3 The Contractor and his designated personnel shall respond to orders given by the Appropriate City Contract Representative in a timely manner.

19.4 The Appropriate City Contract Representative reserves the right to stop personnel from continued or further engagement of services due to incompetence or insubordination.

20 NUISANCE MOWING
20.1 The Contractor shall furnish all labor, equipment, and materials required to provide on-call nuisance mowing for the City of Pleasant Hill on an “as-needed” basis. The Contractor shall coordinate with City Staff and provide digital photographs to the City and any other requested documentation before and after the requested work has been completed, immediately following work completion. Digital photographs should include geographical location (geo-tag), time stamp, and evidence of contractor completing the work (contractor in photo). The Contractor agrees to attend and testify at any hearings
that may be scheduled when the property owner or responsible party contests the services performed or the related costs incurred, without any additional cost to the City.

20.2 The Contractor shall respond to Community Development Department Staff within twenty-four (24) hours after notification from City Staff by phone or email. Discussions shall include, but shall not be limited to: scope of work, assignment of responsibilities, traffic control, approximation of work area, general construction sequence, estimated timeline, anticipated equipment needs, anticipated materials needs, notices to affected businesses or residents, right-of-entry permissions if needed, storage areas, etc. The Contractor shall coordinate with Community Development Department Staff to secure the work area, including traffic control, if required. The Contractor shall complete the requested abatement work within the following timelines following notification from Community Development Department Staff.

Maximum Timeline Allowed to Complete Abatement:
Nuisance Mowing - 72 Hours

20.3 The Contractor shall be responsible for any and all damage to private and public property (including public utilities), not identified or documented in advance, while performing work. Any damages caused by the Contractor shall be repaired to new or better condition as soon as practicable. The City has the option to withhold payment until proper repair or cleanup has been made.

21 PAYMENT
21.1 After the inspection of a complete mowing cycle and receipt of invoice from the Contractor the Appropriate City Contract Representative will process a request for payment.
21.2 Contractor shall submit billing invoices electronically.
21.3 The invoice format shall indicate each mowing location outlined in the mowing bid schedule form.
21.4 Payments terms shall be net 30.

22 INSURANCE
Proof of insurance in the form of “Certificate of Insurance” in at least the amounts specified below shall be provided by the Contractor prior to the issuance of the Contract, shall be reviewed and determined to be acceptable to the City’s insurance firm, and shall be maintained throughout the contract.

22.1 COVERAGE LIMITS
Commercial General Liability for $1,000,000 and $2,000,000
Aggregate Automobile Liability for $500,000
Umbrella Liability for $1,000,000
Statutory Workers’ Compensation limits as required by the State of Iowa.
Name the City of Pleasant Hill as an “Additional Insured on the Contractor’s Commercial General Liability and Automobile Liability.

22.2 ANNUAL CERTIFICATE OF INSURANCE: Each year for the duration or renewal of this contract, the Contractor shall arrange for its insurance company to automatically send an updated Certificate of Insurance to the Appropriate City Contract Representative for verification that the preceding insurance is in force during the applicable mowing season; such Certificate of Insurance shall show the coverage limit by type, dates of coverage, and shall name the City of Pleasant Hill as “Additional Insured”. 
22.3  EMERGENCY USE OF SUB-CONTRACTOR: In the event of an emergency and when the Appropriate City Contract Representative has preauthorized in writing the Contractor’s use of a Sub-Contractor, the Contractor shall include the Sub-Contractor as its insured under the Contractor’s insurance policy, and such proof of insurance shall be provided on a Certificate of Insurance from the Contractor’s insurance Company within twenty-four (24) hours. After the emergency has ended, the contractor shall not utilize the Sub-Contractor again, without written preauthorization from the Appropriate Contract Representative.

23  CONTRACTOR’S PERSONNEL
Employees hired to perform any or all portions of this contract shall be paid by the Contractor in accordance with all the laws of the State of Iowa and shall provide Workmen’s Compensation and other statutory benefits to comply with the laws of the State of Iowa and/or federal laws.

24  INDEMNIFICATION AND HOLD HARMLESS
24.1  In the performance of this Contract, the Contractor shall be deemed to be an independent contractor, and shall agree to indemnify, defend and hold harmless the City, its employees or representatives, from all injury or damages to persons or property or claims thereof rising out of this contract and further for all expenses for litigation arising from any such claim.
24.2  If any litigation on account of such claims shall be commenced against the City, its employees or representatives, the Contractor, upon notice thereof from the City shall defend the same at its own cost and expense; and the record of any judgment rendered against the City on account of such claims for damages shall be conclusive as against the Contractor, and entitle the City to recover the full amount thereof, with interest and costs and attorney fees incurred by the City and right of action therefore shall accrue to the City as soon as judgment shall have been rendered, whether the Contractor shall have paid the amount or not.

25  LIQUIDATED DAMAGES
25.1  In the case of fault, failure or negligence of the Contractor to complete each mowing, trimming, and litter pick-up within the working days defined in this Contract the Contractor shall pay the City liquidated damages as stated below for each day or partial day delay. Such damage payments, for the mowing and trimming that was delayed, will be deducted from any amount owed to the Contractor by the City.
25.2  If the Contractor fails to perform the services within the time specified in the contract, or any extension, the Contractor shall, in place of actual damages, pay to the City fixed liquidated damages in the sum of two-hundred ($200.00) dollars for each calendar day or partial day of delay.
25.3  Alternatively, if performance is so delayed, the City may terminate this contract in whole or in part without notice or penalty, and in that event, the Contractor shall be liable for fixed liquidated damages accruing until the time the City may reasonably obtain delivery or performance of similar services. The liquidated damages shall be in addition to any excess actual costs incurred by the City in the procurement of similar services.
25.4  The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor as determined by the Appropriate City Contract Representative.

26  BREACH OF CONTRACT
26.1  If at any time before, during or after the mowing season, Contractor requests to renegotiate the agreed upon/approved contract cost per mowed acre for any
component of the contract, then the Contractor will be in breach of contract, and the City, in its sole discretion, may elect to terminate the contract.

26.2 If the City elects to terminate the contract as aforesaid in this Section 25 then for the determination of damages the termination of the contract shall be deemed effective upon receipt by the City of Contractor’s aforesaid request to renegotiate.

26.3 Except for cause, in particular failure of City to pay Contractor pursuant to this contract, the Contractor does NOT have the option to terminate the contract once the contract has been approved by the City.

26.4 Furthermore, notwithstanding anything to contrary herein this contract, failure of the City to pay Contractor for all or a portion of any invoice based upon a good faith dispute of said invoice shall not be a breach of contract by the City giving rise to termination of this contract for cause by the Contractor, unless it is adjudicated and found by a court of proper jurisdiction and venue that the City withheld said disputed payments in bad faith.

26.5 Finally, if the Contractor is determined by the City to be in breach of the contract, or legal proceedings have not been concluded, the Contractor will NOT be allowed to participate in the next bid solicitation or any bid solicitation until any and all legal proceedings have concluded whichever timeframe is greater, and such solicitation may be for any or all mowing activities included in the appropriate mowing Component.

26.6 Notwithstanding anything to the contrary, including but not limited to the Liquidated Damages section above, upon the occurrence of any breach of contract by Contractor, City may, at its sole option and discretion, elect to terminate this contract and/or exercise and seek any and all rights and remedies provided at law, in equity or elsewhere herein, and such rights and remedies shall be cumulative and none shall exclude any other right allowed by law.

26.7 Contractor must remain in good standing financially with the City of Pleasant Hill and must adhere to city codes and ordinances.

27 TERMINATION OF CONTRACT

Except as otherwise specifically set forth herein, including but not limited to the automatic termination of this contract as set forth in the Breach of Contract section above, any termination of this contract by either the City or Contractor must be in writing and said notice of contract termination shall be deemed sent to and received by the non-terminating party as set forth in the Notices section below.

28 NOTICES

Any and all notices, requests, demands, terminations or other communications hereunder shall be in writing and shall be deemed properly served,

I. on the date sent if transmitted by hand delivery with receipt there for,

II. on the date sent if transmitted by facsimile (with confirmation by hard copy to follow by first class postage prepaid),

III. on day after the notice is deposited with an overnight courier,

IV. three (3) days after being sent by registered or certified mail, return receipt requested, first class postage prepaid, or

V. by sending e-mail transmission, (with confirmation by hard copy to follow by overnight delivery service), which said e-mail notice shall be served as of the date and time of the e-mail transmission, provided that the e-mail notice is sent during Business Days/Hours (Monday through Friday, excluding Federal Holidays, 8:00 a.m. to 5:00 p.m. Des Moines, IA time), if the e-mail notice is sent during Non-Business Days/Hours, then the effective date and time of notice is the first hour of the next Business Day after transmission, and shall be addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof):
If to Contractor:  
Company Name: ADA Mowing  
Attn: Joel Huggins  
Address: 4932 Orchard Dr.  
Pleasant Hill, Iowa 50327  
Fax:  
E-mail: jhug8738@aol.com

If to City:  
City of Pleasant Hill, Attn. Ryan Merritt, Parks & Recreation Manager  
5160 Maple Drive, Suite A, Pleasant Hill, IA 50327  
Fax: (515)262-9570, Ext 9453  
rmerritt@pleasanthilliowa.org  
brad@eastpolklaw.com

29 CONTRACT CANNOT BE MODIFIED  
The Contractor expressly acknowledges, understands, and agrees, except as otherwise specifically set forth herein and only to the extent permitted by law, that due to certain Open Bidding law requirements of the State of Iowa, this contract CANNOT be modified in whole or in part.

30 LITIGATION – ATTORNEYS’ FEES  
In the unlikely event of any litigation between the parties hereto involving the terms of this contract or the breach or enforcement hereof, the prevailing party shall be entitled to recover all of its reasonable legal fees and other costs and expenses incurred in connection therewith.

31 NO WAIVER  
No waiver of any provision of this contract shall be implied by any failure of City to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver by City shall be valid unless in writing and shall not affect any provision other than the one specified in such written waiver and that provision only for the time and in the manner specifically stated in the waiver.

IN WITNESS TO THIS AGREEMENT the authorized signature below represents complete agreement and acceptance by the parties herein to all terms and conditions listed above:

City of Pleasant Hill, Iowa  
Contractor  
4932 Orchard Dr. Pleasant Hill, IA 50327  
Address  
(515)710-1593  
Phone Number

Date 3-3-23  
Date
## Bid Results

**Bid Description:** Mowing Contract  
**Bid Date:** 1-Mar-23  
**Bid Time:** 2:00 PM

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CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: MARCH 14, 2023
TO: MAYOR & CITY COUNCIL
FROM: MADELINE STURMS, AICP, CPM
ASSISTANT CITY MANAGER/ COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PRELIMINARY PLAT
BERNDEl ACRES PLAT 2

BACKGROUND:
The City has received a proposed preliminary plat for a property located west of SE 80th Street and north of SE 6th Avenue in unincorporated Polk County. The 138.39-acre parcel referred to as Berndel Acres Plat 2 is currently owned by Bernadine F. Mills Revocable Trust. Pleasant Hill has received the plat for review because it is within the City’s two-mile extraterritorial boundary. The property owners wish to subdivide the parcel into two lots to separate an existing homestead from land reserved for future development. The proposed use of the property meets the current County zoning of LDR Low Density Residential.

The plat shows no new water utility, sanitary sewer extensions, or roadway improvements planned. Lot 1 is an approximate 4.92-acre parcel that will contain the existing single family structure, while the remaining 129.39-acres of land will be contained in Outlot X, an unbuildable parcel that will require to be platted prior to development. The plat also includes Street Lot A and Street Lot B for right of way dedication to the County for portions of SE 80th Street and SE 6th Avenue.

The property is effectively bisected by Spring Creek and the stream’s floodway and floodplains are identified on the plat. Floodway buffer and tree preservation easements have been included to prevent any future disturbances within the floodway and an additional 25’ impervious surface setback from the buffer has been identified on Lot 1 to limit construction on the property. Existing sanitary sewer easements are identified on the property for a 15’ sanitary sewer line that extends from the north to a substation located along SE 80th Street, just south of the Spring Creek. An existing easement for a 12’ sanitary sewer line is also identified along the south boarder of the property that connects to the same 80th Street substation from the south. A 250’ Drainage and Tree Preservation easement also covers the majority of the property’s frontage to SE 6th Avenue. Woodland areas have been identified on the plat to meet County preservation requirements.

The preliminary plat is being reviewed administratively by Polk County staff as a minor subdivision. Following the preliminary plat consideration, a final plat and future voluntary annexation agreement would be required prior to completion of the project. The Planning & Zoning Commission recommended approval of the preliminary plat at their March 6, 2023 meeting.

ALTERNATIVES:
Not approve the resolution; however, it may delay or terminate the project.

FINANCIAL CONSIDERATIONS:
N/A

RECOMMENDATION:
Consider approval of the attached resolution approving the preliminary plat for Berndel Acres Plat 2.
RESOLUTION #031423-04

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR
BERNDEL ACRES PLAT 2

WHEREAS, the Pleasant Hill City Council and the Planning and Zoning Commission have received and reviewed the Preliminary Plat for Berndel Acres Plat 2 generally located west of SE 80th Street and north of SE 6th Avenue; and

WHEREAS, the Plat is located in unincorporated Polk County and within the City’s extraterritorial review jurisdiction; and

WHEREAS, a final plat and future voluntary annexation agreement would be required prior to completion of the project; and

WHEREAS, the Planning and Zoning Commission recommended for approval of the Preliminary Plat for Berndel Acres Plat 2 at their March 6, 203 meeting;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the Preliminary Plat for Berndel Acres Plat 2.

ADOPTED this 14th day of March 2023.

________________________________________
Sara Kurovski, Mayor

ATTEST:

________________________________________
Dena Spooner, City Clerk/Finance Director
**INDEX LEGEND**

**REQUESTED BY:**
PT OF SE1/4
SNYDER & ASSOCIATES, INC.

**SERVICE PROVIDED BY:**
F02
F01
RUSS PAUL
RAY MONTOYA
TAYLOR ANDREW
DES MOINES WATER WORKS

**NOTES**

9. ANY NEW ENTRANCE SHALL REQUIRE A POLK COUNTY ENTRANCE PERMIT.

4. MAINTENANCE OF ALL DRAINAGE EASEMENTS TO BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

3. SERVICES TO ALL UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE NOTES OF THE POLK COUNTY ZONING ORDINANCE. WOODLANDS INCLUDE 8.57 ACRES OF MATURE WOODLANDS WITH OWNERS.

8. WOODLANDS PRESENT ON THE PROPERTY SHALL FOLLOW MINIMUM PROTECTION PER ARTICLE 7, SECTION 4 OF THE EXISTING SEPTIC SYSTEM.

14. EXISTING HOUSE ON LOT 1 SEPTIC IS PROVIDED WITH ON SITE SEPTIC SYSTEM.

16. WOODLANDS PRESENT ON THE PROPERTY SHALL FOLLOW MINIMUM PROTECTION PER ARTICLE 7, SECTION 4 OF THE EXISTING SEPTIC SYSTEM.

15. WHEN THE EXISTING SEPTIC SYSTEM FAILS, CONNECTION TO THE EXISTING PLEASANT HILL SANITARY SEWER SYSTEM IS REQUIRED.

17. WHEN THE EXISTING SEPTIC SYSTEM FAILS, CONNECTION TO THE EXISTING PLEASANT HILL SANITARY SEWER SYSTEM IS REQUIRED.

10. ANY NEW ENTRANCE SHALL REQUIRE A POLK COUNTY ENTRANCE PERMIT.

35. MAILBOXES WITHIN THE ROAD RIGHT-OF-WAY SHALL BE OF A BREAKAWAY DESIGN.

**AREAS SUMMARY**

1. MAXIMUM BUILDING COVERAGE = 30%

2. MAXIMUM BUILDING HEIGHT = 35 FEET

3. FRONT YARD SETBACK = 35 FEET

4. REAR YARD SETBACK = 35 FEET

**DEVELOPMENT OPTION:** SINGLE FAMILY

**FLOOD PLAN**

THE FLOOD ZONE DESIGNATION FOR THE SUBJECT PROPERTY IS Zone A, Zone of Occupancy Map, Area A, Floodway Area Map, A designating floodway areas in compliance with the Federal Emergency Management Agency and the State of Iowa.

**LEGEND**

- Elevation
- Property Boundaries
- Utilities
- Roads
- Floodway Areas
- Flood Zones

**PROPERTY DESCRIPTION**

SAYED FROM THE SOUTHERN TERMINUS OF THE EXISTING ROADWAY EASEMENT, CONTINUING TO THE EAST, TO THE SOUTH, AND CONTINUING TO THE WEST AND NORTH AS SHOWN ON THIS PLA

**DEED DISTANCE**

-Measured Bearing & Distance
-Row Rail
-Survey Notes
-Official Basis of Bearing
-1"=4000'

**DATE OF SURVEY**
JUNE 23, 2022

**DESIGNER:**

SNIYDER & ASSOCIATES, INC.

**ADDRESS:**
390 SE 80TH ST UNIT 140
DES MOINES, IA 50327-8044

**CONTACT:**
319-337-2300 | www.snyder-associates.com
CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: MARCH 14, 2023
TO: MAYOR & CITY COUNCIL
FROM: MADELINE STURMS, AICP, CPM
ASSISTANT CITY MANAGER/ COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PRELIMINARY AND FINAL PLAT
CRESTRIDGE ESTATES PLAT 3

BACKGROUND:
The City has received a preliminary and final plat for land located north of NE 12th Avenue and east of NE 64th Street. The 21.51-acre parcel is currently an unbuildable outlot owned by the Darrell E. Watson Revocable Trust. The property owner wishes to plat the parcel to allow for the construction of one single family dwelling. The proposed use for the property meets the current zoning of A-1 Agricultural / Open Space.

The parcel being considered for platting is Outlot X of Crestridge Estates. The parcel is adjacent to two street lots created through the previous platting process to allow access to this parcel for future development. A driveway permit has been obtained from Polk County for access to NE 12th Avenue to the eventual location of the single family dwelling. The owner will be required to pave the approach to NE 12th and a 20’ length of the drive north of the right of way and any area where vehicles will be parked.

There are no new water utility, sanitary sewer extensions, or roadway improvements planned as part of the platting process. A 2” water line is expected to connect the property to a 10” water main on NE 12th. Because of the distance between the property and a water system capable of providing necessary hydrant or fire flow protections, an in-home fire suppression system will be required for any dwelling construction on Lot 1. The proposed dwelling is also not within distance to a sanitary sewer connection so the owner has been granted permission by Polk County to install a septic system. Any additional development to this or adjacent properties will require the construction of all public utilities and roadway to serve additional lots at the time of the subdivision. Stormwater management structures or practices are not required as part of the platting process, however, if the overall improvements create more than 10,000 sq. ft. of impervious surface a stormwater management plan will be required.

The preliminary and final plat may be approved concurrently because no new public improvements are proposed as part of the project. Staff has reviewed the documents and finds them to be in conformance with the requirements of a preliminary and final plat. The Planning & Zoning Commission recommended approval of the preliminary plat at their March 6, 2023 meeting.

ALTERNATIVES:
Not approve the resolution; however, it may delay or terminate the project.

FINANCIAL CONSIDERATIONS:
N/A

RECOMMENDATION:
Consider approval of the attached resolution approving the preliminary plat and final plat for Crestridge Estates Plat 3.
A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR CRESTRIDGE ESTATES PLAT 3

WHEREAS, the Pleasant Hill City Council and the Planning and Zoning Commission have received and reviewed the Preliminary and Final Plat for Crestridge Estates Plat 3 generally located north of NE 12th Avenue and east of NE 64th Street; and

WHEREAS, Polk County has granted a driveway permit to NE 12th Avenue through a 50’ right of way south of the property to provide access to the future single family dwelling; and

WHEREAS, the owner will be required to pave the driveway approach to NE 12th and a 20’ length of the drive north of the right of way and any area where vehicles will be parked; and

WHEREAS, an in-home fire suppression system will be required for any dwelling constructed on Lot 1 not within a distance to a water system capable of providing fire protection; and

WHEREAS, the proposed dwelling will be required to obtain a permit from Polk County for sanitary sewer services; and

WHEREAS, any additional subdivision to this property will require the construction of all public utilities and roadway; and

WHEREAS, the Planning and Zoning Commission recommended approval of the Preliminary Plat at their March 6, 2023 meeting;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the Preliminary and Final Plat for Crestridge Estates Plat 3 subject to remaining staff comments.

ADOPTED this 14th day of March 2023.

________________________________________
Sara Kurovski, Mayor

ATTEST:

________________________________________
Dena Spooner, City Clerk/Finance Director
The north line of Outlot "X", CRESTRIDGE ESTATES, is assumed to bear North 89° 49' 25" East.

The south line of Outlot "X", CRESTRIDGE ESTATES, is assumed to bear South 6° 8' 18" West.

The west line of Outlot "X", CRESTRIDGE ESTATES, is assumed to bear West 90° 0' 15".

The east line of Outlot "X", CRESTRIDGE ESTATES, is assumed to bear East 90° 0' 15".

Said parcel is subject to any and all restrictions, covenants and easements of record.

Any additional development will require the construction of all public utilities and roadway to serve additional lots required at the time of the subdivision.

Any areas intended for vehicle parking needs to be hard surface as well.

For problems which arise from failure to obtain and/or follow the engineer's guidance with respect to any errors, or conflicts which are alleged, seek further investigations and recommendations of record.

### LEGAL DESCRIPTION

Outlot "X", CRESTRIDGE ESTATES, an official plat, located in Polk County, Iowa. Contained 21.51 acres more or less. Said parcel is subject to any and all restrictions, covenants and easements of record.

### CERTIFICATIONS

I hereby certify that the land surveying document was prepared and the related survey work was performed by me under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

I hereby certify that the engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

### DEVELOPMENT SCHEDULE

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<tr>
<th>Date</th>
<th>Description</th>
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<tr>
<td>02/22/23</td>
<td>DMWW Submittal</td>
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<tr>
<td>02/28/23</td>
<td>City &amp; County Review Comments</td>
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<tr>
<td>03/09/23</td>
<td>City Review Comments</td>
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### ZONING

A-1

- Agricultural District - Single Family Dwelling
- Minimum Lot Area - 28 acres
- Minimum Lot Width - 100 feet
- Minimum Lot Street Frontage - 25 feet
- Front Yard Setback - 30 feet
- Side Yard Setback - 30 feet
- Accessory structures - maximum distance of five (5) feet from any lot line

Any additional development will require the construction of all public utilities and roadway to serve additional lots required at the time of the subdivision.

For problems which arise from failure to obtain and/or follow the engineer's guidance with respect to any errors, or conflicts which are alleged, seek further investigations and recommendations of record.

### DENSITY CALCULATIONS

- Total area = 21.51 acres
- 1,600.21 SF = 1.60 acres per section
- Current Zoning: A-1 Agricultural District - Single Family Dwelling
- Max Dwelling Units per acre = 0.05 units per acre

### PARKLAND DEDICATION

1. Proposed at 9,200 individual or 9,200 SF.
2. Owner to provide fee or loss of dedication requirement.
CRESTRIDGE ESTATES PLAT 3

ZONING
A-1 Agricultural District - Single Family Dwelling
Minimum Lot Area - 20 acres
Minimum Lot Width - 20 feet
Minimum Lot Street Frontage - 20 feet
Front Yard Setback - 50 feet
Rear Yard Setback - 50 feet
Side Yard Setback - 50 feet
Accessory structures - minimum distance of ten (10) feet from any lot lines (50) feet from other right-of-way line
Accessory structures may only be erected in a rear yard and shall not extend past the front of any principal building.

LEGEND
- Found section corner monument, as noted
- Found monument 3"/4" P with yellow cap #5899, unless otherwise noted
- Set monument 5"/8" P with blue cap #5899, unless otherwise noted
- Round iron pipe (outside diameter) IP
- Round iron rebar (outside diameter) IR
- Recent dimension
- Right - of - way
- D.E. Drainage Easement
- E.E. Electric Easement
- I.E.E. Ingress / Egress Easement
- M.E.C. MidAmerican Energy Company
- S.W.F.E. Surface Water Facility Easement
- S.W.M.F.C. Storm Water Management Facility Maintenance Covenant
- Surface Water
- Storm Water Easement
- Storm Water Management Facility Maintenance Covenant
- Subject boundary line
- Proposed boundary line
- Proposed easement line
- Existing boundary line
- Existing easement line
- Section line

SURVEY NOTES
1. The north line of Outlot "X", CRESTRIDGE ESTATES, is assumed to bear North 89° 49' 25" East.

LEGAL DESCRIPTION
Outlot "X", CRESTRIDGE ESTATES, as official plat, located in Polk County, Iowa.
Contains 21.51 acres more or less.
Stated parcel is subject to all and all restrictions, covenants and easements of record.

CERTIFICATION
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Date of survey: 11/23/22
Sheet or maps covered by this seal: Sheets PP-1 & PP-2 only

My license renewal date is December 31, 2023
Signature:

ADAM D. SCHOEPPNER, PLS #26306

1933 SW MAGAZINE ROAD
NILLES ASSOCIATES, INC.
ANKENY, IOWA  50023-2555

(515) 965-0123 phone - (515) 965-3322 fax
DATE: MARCH 14, 2023

TO: MAYOR AND CITY COUNCIL

FROM: RUSS PAUL, PUBLIC WORKS DIRECTOR

SUBJECT: SETTING A PUBLIC HEARING TO APPROVE THE PLANS, SPECIFICATIONS, AND SETTING A DATE TO RECEIVE BIDS AND AWARD CONTRACT TRAFFIC SIGNAL ENHANCEMENT PROJECT

BACKGROUND:
In early May of 2022, City Council approved an agreement with the Iowa Department of Transportation (IDOT) to receive $100,000.00 of Traffic Safety Improvement Program (TSIP) funding for converting seven (7) signalized intersections along the East University Avenue corridor currently without flashing yellow arrow capabilities, to become capable of this feature. This project will also include the installation of battery backup systems at the intersections currently without them.

The following resolution looks to set a public hearing to approve the plans and specifications for the project and set a bid letting schedule with bids due on April 5th and City Council Public Hearing to receive the bids and consider award on April 11th.

ALTERNATIVES:
Not approve the resolution; however, this would delay or terminate the project.

FINANCIAL CONSIDERATIONS:
The City Council approved funding for the project in fiscal year 2022-23 and the Iowa Department of Transportation is providing $100,000.00 towards this project through their TSIP grant program.

RECOMMENDATION:
Consider approval of the attached resolution which sets a public hearing to approve the plans, specifications, and setting a date to receive bids and award contract for the Flashing Yellow Arrow Conversion Project.
RESOLUTION #031423-06

SETTING A DATE FOR PUBLIC HEARING TO APPROVE THE PLANS, SPECIFICATIONS, AND SETTING A DATE TO RECEIVE BIDS AND TO AWARD CONSTRUCTION CONTRACT FOR THE TRAFFIC SIGNAL ENHANCEMENT PROJECT

WHEREAS, the Pleasant Hill City Council has identified the need to expand the use of flashing yellow arrows and battery backup systems at signalized intersections along the East University Avenue corridor; and

WHEREAS, the City’s engineering firm, Snyder and Associates, has assembled plans and specifications for these improvements; and

WHEREAS, the City Council wishes to set the bid letting date of April 5, 2023 at 2:00 PM for the Traffic Signal Enhancement Project and set a public hearing to receive the bids and consider award of the construction project on April 11, 2023 at 6:00 PM;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pleasant Hill, Iowa that the construction drawings and specifications are hereby approved for the Traffic Signal Enhancement Project.

BE IT FURTHER RESOLVED, by the City Council of the City of Pleasant Hill, Iowa that the bid letting date will be set for April 5, 2023 at 2:00 PM at the Pleasant Hill City Hall Council Chambers, 5160 Maple Dr, Pleasant Hill, Iowa 50327 and City Council is hereby setting a public hearing for April 11, 2023 at 6:00 PM at the Pleasant Hill City Hall Council Chambers, 5160 Maple Dr, Pleasant Hill, Iowa 50327 to receive the bids and consider award of the construction contract.

Passed and approved March 14, 2023.

__________________________
Sara Kurovski, Mayor

ATTEST:

__________________________
Dena Spooner City Clerk/Finance Director
**OPINION OF PROBABLE PROJECT COSTS**

**IOWA HIGHWAY 163 SIGNAL ENHANCEMENTS**

**PLEASNT HILL, IOWA**

**PROJECT NO. 122.1138.01**

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<td>CUBIC COMMANDER ATC CONTROLLER</td>
<td>2</td>
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</tr>
<tr>
<td>2</td>
<td>12&quot; &lt;R,&lt;Y,&lt;FY,&lt;G (ALL LED) W/ BACKPLATE, MAST-ARM MOUNTED</td>
<td>18</td>
<td>EA</td>
<td>$1,400.00</td>
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<td>SIGNAL CABLE - 5c #14 AWG</td>
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<td>9</td>
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<tr>
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<tr>
<td>13</td>
<td>TRACER WIRE - 1c #10</td>
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<td>STEEL COMBINATION SIGNAL/LIGHTING - 84' MAST ARM</td>
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Subtotal: $290,593.00

Contingency (5%): $14,407.00

CONSTRUCTION TOTAL: $305,000.00
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<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>DIV 1 QUANTITY</th>
<th>DIV 2 QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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</thead>
<tbody>
<tr>
<td>IOWA HIGHWAY 163 SIGNAL ENHANCEMENTS</td>
<td>PLEASNT HILL, IOWA</td>
<td>PROJECT NO. 122.1138.01</td>
<td></td>
<td></td>
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ROADWAY IMPROVEMENT PLANS FOR

CITY OF PLEASANT HILL

POLK COUNTY, IOWA

TRAFFIC SIGNAL ENHANCEMENTS

CS-TSF-6102(616)--85-77

COMPLETE WORK IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDES).

INDEX OF SHEETS

A.1 TITLE SHEET
B.1 TYPICAL SECTION AND DETAILS
C.1 QUANTITIES AND ESTIMATE REFERENCE
N.1-N.7 SIGNAL SHEETS

TRAFFIC SIGNAL LEGEND

EXISTING PROPOSED FUTURE

TRAFFIC SIGNAL

PEDESTRIAN SIGNAL

MAST ARM SUPPORTED TRAFFIC SIGNAL

TRAFFIC SIGNAL HEAD NUMBER

STREET LIGHT ON SIGNAL POLE

CONDUIT TRUNKED, PUSHED, JACKETED OR BORED

TRAFFIC SIGNAL ENHANCEMENTS

PICTURED CABINET WITH FOOTING

SECONDARY SERVICE POINT

TRAFFIC DETECTION ZONE (OR NUMBER DESIGNATION)

VIDEO DETECTION CAMERA

TRAFFIC MONITORING CAMERA

EMERGENCY VEHICLE DETECTOR

POLE MOUNTED SIGN

NOT TO SCALE

VICINITY MAP

I certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer in the State of Iowa.

Todd D. Knox, P.E.

License Number: P19530

Iowa Highway 163 Signal Enhancements

City of Pleasant Hill

Polk County, Iowa

Traffic Signal Enhancements

CS-TSF-6102(616)--85-77

Sheet A.1
Note: Bracket shall provide for complete safety and concealed wiring of signal heads.

Typical MAST ARM LENGTH:
- APPROX 6'-0"

Bracket Clamp Band or Cable Mount:
(18"x48" SIGN BLANK)

Wind Dampering Device:
- 1' (1" ARM SIGN BLANK)

Video Detection Camera Mounting:

Sign Bracket:
- Street Name
- MAST ARM

ATTACHMENT
- SLIDING ADJUSTABLE (ALUMINUM)
- SIGNAL TUBE
- TRAFFIC

Wiring of Signal Heads:
- FOR COMPLETELY CONCEALED BRACKET SHALL PROVIDE

NOTE:
- MAST ARM SIGNAL BRACKET
- NO SCALE

Position and adjust heads to provide maximum visibility at the beginning of the controlled crosswalk.
- the center of the roadway.
- the sidewalk or, if there is no sidewalk, above the pavement grade at the bottom of the signal housing (including brackets) that is not located over a roadway is a minimum of 8 feet and a maximum of 19 feet above the pavement. Ensure the bottom of the signal housing is no more than 10 feet above the sidewalk level.
- Ensure the top of the signal housing is no more than 25.6 feet above the pavement.

Backplates and Sign Push Buttons:
- Pedestrian Brackets Adjustable Mounting
- Fixed or Universally

Leads or UPS Equipment Within UPS Cabinet:
- UPS CABINET

NOTE: ATTACH UPS CABINET TO EXISTING HANDHOLE.
- 4"X6" MINIMUM

Traffic Monitoring Camera Enclosure:

Video Detection Camera:

Steel Arm Pole Detail:

Typical placement of traffic monitoring and sign enclosures.
ITEM
1. CONDUIT INSTALLATION
2. CONDUIT BURIAL
3. POLE INSTALLATION
4. POLE FUSING
5. TRACER WIRE INSTALLATION
6. TRACER WIRE TRENCHING
7. إدارة البكرية التحليلية
8. TRAFFIC DETECTION CABLE INSTALLATION
9. TRAFFIC DETECTION CABLE BURIAL
10. LOW-VOLTAGE CABLE INSTALLATION
11. LOW-VOLTAGE CABLE BURIAL
12. CYLINDER STORAGE LIGHT INSTALLATION
13. معدات بطارية متنقلة
14. TROLLEY BATTERY SYSTEM INSTALLATION

PROJECT NO.
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1

UNIT
EA
LF
LF
EA
EA
EA
EA
EA
EA
EA
EA
EA
EA
EA
EA
EA

QUANTITY
11
390
210
670
110
6
2
1
6
2
1
6
2
1

DIV 2 QTY

GENERAL NOTES:
2. PROVIDE TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE IOWA DOT STANDARD ROAD PLANS TD-402, TD-415, TD-418, TD-419, TC-601, OR TC-602. THROUGH TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
3. TRAFFIC SIGNALS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST IOWA STATEWIDE URBAN STANDARDS SPECIFICATIONS (IUSDS) DIVISION I, EXCEPT AS MODIFIED BY THE PLANS.
4. THE CONTRACTOR SHALL HAVE AN EMPLOYEE ON THE PROJECT SITE WITH-kвалификацией INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION (ISSA) TRAFFIC SIGNAL TECHNICIAN CERTIFICATION.
5. PAYMENT WILL BE BASED ON PLAN QUANTITIES. QUANTITIES WILL NOT BE FIELD MEASURED.
6. ROADWAY GEOMETRIES REPRESENT EXISTING FEATURES.
7. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO STARTING ANY EXCAVATION ON THE PROJECT TO IDENTIFY EXISTING LOCATIONs.
9. PROVIDE STRUCTURAL CONCRETE TESTING (2 CYLINDERS, 7-DAY AND 28-DAY, FOR EACH BATCH) IN ACCORDANCE WITH ASTM C39 AS POURED FOR POLE FOOTINGS.
11. INSTALL A SINGLE ROOF FOR EACH PROPOSED ROOF INSTALLATION AND CONNECT TO EXISTING ROOFING SYSTEM IN HARMONY.
12. TRAFFIC WIRE CABLES SHOWN AS EARTH FAIRING CABLES SHALL BE AS SUPPLIED AND DESIGNED IN DETAIL AND EARTH FAIRING CABLES.
13. CONDUIT SHALL BE ROADWAY CABLE OR DIRECTORIAL BORE HOPE CABLE.
14. UNLESS OTHERWISE DIRECTED, TRAFFIC SIGNAL INSTALLATIONS ON MAINTAIN AREAS TO BE ACCORDING TO THE CENTER OF INTERSECTION APPROACH LANES. APPROVE LOCATIONS ARE AS SHOWN IN THE TRAFFIC SIGNAL DETAIL PLANS. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL APPURTENANCES PREREQUISITE TO SUPPORT TRAFFIC SIGNALS, SIGNS, AND EQUIPMENT AS SHOWN IN THIS PLAN.
15. NEW POLES SHALL BE GALVANIZED AND HAVE AN ELECTRICAL FEEDING CONNECTION AT THE BASE.
16. INSTALL WIND DAMPING OPENINGS (12" X 48" SLOW PLAN) ON ALL NEW TRAFFIC ARMS. REFER DETAIL SHEET 1-1.
17. PROVIDE PERIODIC SURVEY OF ALL CURRENT AND PROPOSED INSTALLATIONS. REFER DETAIL SHEET 1-2.
18. TRAFFIC SIGNALS MOUNTING BRACKETS SHALL BE INCLUDED FOR SIDE OF POLE MOUNTING AND STAINLESS STEEL CABLES FOR MASS ARM MOUNTING.
20. PROVIDE SCHEMATICS OF ALL PROPOSED TRAFFIC CONTROL DEVICES AND INSTALLATION IN ACCORDANCE WITH THE IOWA DOT STANDARD ROAD PLANS TC-402, TC-415, TC-418, TC-419, TC-601, OR TC-602. THROUGH TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
22. PROVIDE SCHEMATICS OF ALL PROPOSED TRAFFIC CONTROL DEVICES AND INSTALLATION IN ACCORDANCE WITH THE IOWA DOT STANDARD ROAD PLANS TC-402, TC-415, TC-418, TC-419, TC-601, OR TC-602. THROUGH TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
23. PROVIDE, PRIOR TO THE START OF CONSTRUCTION, THE NAME AND 24-HR PHONE NUMBER OF THE CONTRACTOR’S REPRESENTATIVE IN CHARGE OF TRAFFIC CONTROL. ALL EXTRA TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE IOWA DOT STANDARD ROAD PLANS TC-402, TC-415, TC-418, TC-419, TC-601, OR TC-602. THROUGH TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
27. PROVIDE, PRIOR TO THE START OF CONSTRUCTION, THE NAME AND 24-HR PHONE NUMBER OF THE CONTRACTOR’S REPRESENTATIVE IN CHARGE OF TRAFFIC CONTROL. ALL EXTRA TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE IOWA DOT STANDARD ROAD PLANS TC-402, TC-415, TC-418, TC-419, TC-601, OR TC-602. THROUGH TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
29. PROVIDE, PRIOR TO THE START OF CONSTRUCTION, THE NAME AND 24-HR PHONE NUMBER OF THE CONTRACTOR’S REPRESENTATIVE IN CHARGE OF TRAFFIC CONTROL. ALL EXTRA TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE IOWA DOT STANDARD ROAD PLANS TC-402, TC-415, TC-418, TC-419, TC-601, OR TC-602. THROUGH TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
30. PROVIDE, PRIOR TO THE START OF CONSTRUCTION, THE NAME AND 24-HR PHONE NUMBER OF THE CONTRACTOR’S REPRESENTATIVE IN CHARGE OF TRAFFIC CONTROL. ALL EXTRA TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE IOWA DOT STANDARD ROAD PLANS TC-402, TC-415, TC-418, TC-419, TC-601, OR TC-602. THROUGH TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
1. PROVIDE NEW 5c CABLES FOR SIGNAL INDICATIONS FROM SIGNAL HEADS TO POLE BASE (1-5c FOR THE FYA HEAD AND 1-5c FOR EACH 3-SECTION R-Y-G HEAD). SPLICE 5c CABLES INTO NEW 16c CABLE ROUTED FROM POLE BASE TO EXISTING CABINET VIA PROPOSED AND EXISTING CONDUIT AND EXISTING HANDHOLES.

2. RELOCATE EXISTING VIDEO DETECTION EQUIPMENT, PRE-EMPTION EQUIPMENT, AND SIGNS TO THE NEW MAST ARM POLE. PROVIDE NEW CABLES FROM VIDEO DETECTION CAMERAS AND EVP EQUIPMENT TO THE SIGNAL CABINET. CONNECT PROPOSED CONDUIT TO EXISTING HANDHOLE. ROUTE NEW CABLES TO CABINET VIA EXISTING SIGNAL CONDUIT AND HANDHOLES. SPLICE LUMINAIRE CABLES FROM NEW POLE INTO EXISTING LIGHTING CIRCUIT. REMOVE EXISTING CABLES FROM EXISTING POLE TO CABINET THAT ARE NOT REUSED FOR THE PROPOSED POLE.

3. IN THE TRAFFIC SIGNAL POLE DATA TABLE, CONTRACTOR SHALL FIELD VERIFY SIGNAL HEAD LOCATIONS.

LOCATION REPRESENTS APPROXIMATE LINEAR DISTANCE FROM POLE MEASURED OUTWARD TO END OF ARM.

ORIENTATION OF LUMINAIRE ARM REPRESENTS A CLOCKWISE ANGLE MEASURED FROM THE CENTERLINE OF THE MAST ARM.

POLES SHALL BE DESIGNED AS PER THE SUDAS SPECIFICATIONS WITH A ONE-PIECE VERTICAL POLE.

UNLESS OTHERWISE DIRECTED, TRAFFIC SIGNAL HEADS MOUNTED AT 52" ABOVE THE RD CLEARANCE.

TRAFFIC SIGNAL POLE NOTES:

TRAFFIC SIGNAL POLE DATA:

BASE TIMINGS (SECONDS):

MINIMUM GAP
TIME BEFORE REDUCTION
TIME TO REDUCE
ADDED INITIAL PEDESTRIAN CLEARANCE
WALK RED CLEARANCE
YELLOW CHANGE
MAXIMUM II PASSAGE
MINIMUM GREEN
SIGNAL LAYOUT NOTES

1. REPLACE SIGNAL HEAD WITH 4-SECTION FLASHING YELLOW ARROW HEAD. REUSE CABLE FROM EXISTING SIGNAL HEAD FOR NEW HEAD TO POLE BASE. MODIFY EXISTING SPLICE IN POLE BASE FOR FXA OPERATION.
SIGNAL LAYOUT NOTES

1. REPLACE SIGNAL HEAD WITH 4-SECTION FLASHING YELLOW ARROW HEAD. REUSE CABLE FROM EXISTING SIGNAL HEAD FOR NEW HEAD TO POLE BASE. MODIFY EXISTING SPLICE IN POLE BASE FOR FVA OPERATION.

TRAFFIC SIGNAL HEADS

COND (EX) CABLES (EX)

NOTE 1

SIGNAL CABINET

LED R 12"

LED Y 12"

LED G 12"

LED FY 12"

TRAFFIC SIGNAL HEADS

COND (EX) CABLES (EX)

COND (EX) CABLES (EX)

COND (EX) CABLES (EX)

COND (EX) CABLES (EX)
**TRAFFIC SIGNS**

1. PROVIDE NEW 5c CABLES FOR SIGNAL INDICATIONS FROM SIGNAL HEADS TO POLE BASE. (I2 FOR THE FYA HEAD AND 1-5c FOR EACH 3-SECTION R-Y-G HEAD). SPLICE 5c CABLES INTO NEW 16c CABLE ROUTED FROM POLE BASE TO EXISTING CABINET VIA PROPOSED AND EXISTING CONDUIT AND EXISTING HANDHOLES.

2. RELOCATE EXISTING VIDEO DETECTION EQUIPMENT, PRE-EMPTION EQUIPMENT, AND SIGNS TO THE NEW MAST ARM POLE. PROVIDE NEW CABLES FROM VIDEO DETECTION CAMERAS AND EVP EQUIPMENT TO THE SIGNAL CABINET.

3. CONNECT PROPOSED CONDUIT TO EXISTING HANDHOLE ROUTE NEW CABLES TO CABINET VIA EXISTING SIGNAL HEAD CABLES FROM NEW POLE INTO EXISTING LIGHTING CIRCUIT.

4. REPLACE SIGNAL HEAD WITH A 4-SECTION FLASHING YELLOW ARROW HEAD. INSTALL NEW 5c CABLE FROM SIGNAL HEAD TO EXISTING CABINET VIA PROPOSED AND EXISTING CONDUITS AND EXISTING HANDHOLES. REMOVE EXISTING CABLES FROM EXISTING POLE TO CABINET THAT ARE NOT REUSED FOR THE PROPOSED POLE.

5. REPLACE EXISTING CONTROLLER WITH A TELCO CONTROLLER PER GENERAL NOTE 25 ON SHEET C.1.

### SIGNAL CABINET

- **LOCATION REPRESENTS APPROXIMATE LINEAR DISTANCE FROM POLE MEASURED OUTWARD TO END OF ARM.**
- **ORIENTATION OF LUMINAIRE ARM REPRESENTS A COUNTERCLOCKWISE ANGLE MEASURED FROM THE CENTERLINE OF THE MAST ARM.**
- **POLES SHALL BE DESIGNED AS PER THE SUDAS SPECIFICATIONS WITH A ONE-PIECE VERTICAL POLE.**
- **UNLESS OTHERWISE DIRECTED, TRAFFIC SIGNAL HEADS ON MAST ARMS ARE TO BE ALIGNED OVER THE CENTERLINE OF INTERSECTION APPROACHES.**
- **EXISTING HANDHOLES ARE TO BE ALIGNED WITH NEW 5c CABLES ROUTED FROM POLE BASE TO EXISTING SIGNAL HEADS TO POLE BASE (1-5c FOR THE FYA HEAD AND 1-16c FOR THE R-Y-G HEAD).**

**TRAFFIC SIGNAL POLE NOTES:**

1. LOCATION REPRESENTS APPROXIMATE LINEAR DISTANCE FROM POLE MEASURED OUTWARD TO END OF ARM.
2. ORIENTATION OF LUMINAIRE ARM REPRESENTS A COUNTERCLOCKWISE ANGLE MEASURED FROM THE CENTERLINE OF THE MAST ARM.
3. POLES SHALL BE DESIGNED AS PER THE SUDAS SPECIFICATIONS WITH A ONE-PIECE VERTICAL POLE.
4. UNLESS OTHERWISE DIRECTED, TRAFFIC SIGNAL HEADS ON MAST ARMS ARE TO BE ALIGNED OVER THE CENTERLINE OF INTERSECTION APPROACHES.
5. EXISTING HANDHOLES ARE TO BE ALIGNED WITH NEW 5c CABLES ROUTED FROM POLE BASE TO EXISTING SIGNAL HEADS TO POLE BASE (1-5c FOR THE FYA HEAD AND 1-16c FOR THE R-Y-G HEAD).

**TRAFFIC SIGNAL POLE DATA:**

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<tr>
<th>POLE NO.</th>
<th>POLE TYPE</th>
<th>MAST ARM LENGTH (IN FEET)</th>
<th>ELEVATION (FT)</th>
<th>TOTAL QTY</th>
<th>CONTRACTOR COMPLETED</th>
<th>MISCELLANEOUS</th>
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<td>1</td>
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<td>54.12</td>
<td>2</td>
<td>75</td>
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**BASE TIMINGS (SECONDS):**

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<th>4</th>
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<th>7</th>
<th>8</th>
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<td>3.3</td>
<td>2.9</td>
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<td>1.5</td>
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<td>2.8</td>
<td>2.8</td>
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<tr>
<td>12&quot; PEDESTRIAN</td>
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<td>1.5</td>
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<td>2.5</td>
<td>2.5</td>
</tr>
<tr>
<td>4' GND/TR/PT</td>
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<td>4.5</td>
<td>4.5</td>
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<td>4.5</td>
<td>4.5</td>
<td>4.5</td>
<td>4.5</td>
</tr>
<tr>
<td>6&quot; LED</td>
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<td>2.0</td>
<td>2.0</td>
<td>2.0</td>
<td>2.0</td>
<td>2.0</td>
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<tr>
<td>12&quot; LED</td>
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<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
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<tr>
<td>8&quot; LED</td>
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<td>4.0</td>
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<td>4.0</td>
<td>4.0</td>
<td>4.0</td>
<td>4.0</td>
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<tr>
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<td>1.4</td>
<td>1.4</td>
<td>1.4</td>
<td>1.4</td>
<td>1.4</td>
<td>1.4</td>
</tr>
</tbody>
</table>

**REPLACE EXISTING CONTROLLER WITH A TELCO CONTROLLER PER GENERAL NOTE 25 ON SHEET C.1.**

---

**TRAFFIC SIGNAL HEADS**

**TRAFFIC SIGNS**

### SIGNAL LAYOUT NOTES

1. PROVIDE NEW 5c CABLES FOR SIGNAL INDICATIONS FROM SIGNAL HEADS TO POLE BASE. (I2 FOR THE FYA HEAD AND 1-5c FOR EACH 3-SECTION R-Y-G HEAD). SPLICE 5c CABLES INTO NEW 16c CABLE ROUTED FROM POLE BASE TO EXISTING CABINET VIA PROPOSED AND EXISTING CONDUIT AND EXISTING HANDHOLES.

2. RELOCATE EXISTING VIDEO DETECTION EQUIPMENT, PRE-EMPTION EQUIPMENT, AND SIGNS TO THE NEW MAST ARM POLE. PROVIDE NEW CABLES FROM VIDEO DETECTION CAMERAS AND EVP EQUIPMENT TO THE SIGNAL CABINET.

3. CONNECT PROPOSED CONDUIT TO EXISTING HANDHOLE ROUTE NEW CABLES TO CABINET VIA EXISTING SIGNAL HEAD CABLES FROM NEW POLE INTO EXISTING LIGHTING CIRCUIT.

4. REPLACE SIGNAL HEAD WITH A 4-SECTION FLASHING YELLOW ARROW HEAD. INSTALL NEW 5c CABLE FROM SIGNAL HEAD TO EXISTING CABINET VIA PROPOSED AND EXISTING CONDUITS AND EXISTING HANDHOLES. REMOVE EXISTING CABLES FROM EXISTING POLE TO CABINET THAT ARE NOT REUSED FOR THE PROPOSED POLE.

5. REPLACE EXISTING CONTROLLER WITH A TELCO CONTROLLER PER GENERAL NOTE 25 ON SHEET C.1.
SIGNAL LAYOUT NOTES
1. REPLACE SIGNAL HEAD WITH 4-SECTION FLASHING YELLOW ARROW HEAD. REUSE CABLE FROM EXISTING SIGNAL HEAD FOR NEW HEAD TO POLE BASE. MODIFY EXISTING SPLICE IN POLE BASE FOR FYA OPERATION.
2. REPLACE EXISTING CONTROLLER WITH ATC CONTROLLER PER GENERAL NOTE 25 ON SHEET C.1.
3. MODIFY CONTROLLER SETTINGS TO ALLOW FOR FYA OPERATION TO VARY BY TIME OF DAY FOR THE NORTHBOUND LEFT TURN MOVEMENT. COORDINATE WITH CITY FOR HOURS OF PROTECTED ONLY OPERATIONS.

SIGNAL CABINET

TRAFFIC SIGNAL HEADS

BASE TIMINGS (SECONDS)

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NOTE 1

NOTE 2

NOTE 3
1. REMOVE EXISTING 3-SECTION R-Y-G HEAD AND ASSOCIATED CABLE WITHIN POLE. INSTALL 4-SECTION FYA ON THE END OF MAST ARM. INSTALL NEW 5c CABLE FROM FYA HEAD TO SIGNAL CABINET VIA EXISTING CONDUIT AND HANDHOLES.

2. INSTALL 3-SECTION R-Y-G HEAD ON SIDE-OF-POLE WITH 5c CABLE IN POLE. SPLICE NEW 5c CABLE TO EXISTING CABLE USED FOR R-Y-G INDICATIONS IN POLE BASE.
SIGNAL LAYOUT NOTES

1. REPLACE 5-SECTION SIGNAL HEAD WITH 4-SECTION FLASHING YELLOW ARROW HEAD AT NEW LOCATION AS SHOWN AND REMOVE EXISTING R10-12 SIGN. REUSE CABLE FROM EXISTING SIGNAL HEAD FOR NEW HEAD TO POLE BASE. MODIFY EXISTING SPLICE IN POLE BASE FOR FYA OPERATION.

2. REMOVE EXISTING R10-12 SIGN AND INSTALL 4-SECTION FLASHING YELLOW ARROW HEAD. INSTALL NEW 5c CABLE FROM 4-SECTION HEAD TO POLE BASE. AND SPLICE NEW 5c TO EXISTING SPARE 5c CABLE IN THE POLE BASE.

TRAFFIC SIGNAL HEADS

NOTE 1

NOTE 2