1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF AGENDA

3. PUBLIC HEARING
   a. Public Hearing to Consider Vacation of Street Right-of-Way – NE 62\textsuperscript{nd} Street
      i. First Reading of Ordinance \textbf{#928} – Vacation of Street Right-of-Way – NE 62\textsuperscript{nd} Street

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

5. CONSENT ITEMS
   a. Council Minutes - dated 05/23/23
   b. Claims Listing - dated 06/13/2023
   c. Approve liquor license – HyVee Fast & Fresh – 4910 Maple Drive
   d. Approve liquor license – Git N Go #37 – 1000 NE 56\textsuperscript{th} Street
   e. Approve liquor license – Kum and Go #1024 – 5970 Morning Star Court
   f. Tobacco permits: Groovy Goods; Casey’s Store #3718; Casey’s Store #2406; Casey’s Store #3333; Dollar General; Fareway; Git N Go; Hy-Vee Food Store; Hy-Vee Fast & Fresh; Kum & Go; Kwik Star #1155; Midwest Food & Liquor
   g. Parks Dept. Monthly Report – dated May 2023
   i. \textbf{Resolution \#061323-01} – Approve Tax Abatement Report - dated May 2023
   j. \textbf{Resolution \#061323-02} – Transfer of funds from General Fund to CIP Fund 301, Airport Terminal
   k. \textbf{Resolution \#061323-03} – Transfer of funds from General Fund to CIP Fund 304, Comp Plan update
   l. \textbf{Resolution \#061323-04} – Transfer of funds from CIP Fund 304 to General Fund, Econ Dev
   m. \textbf{Resolution \#061323-05} – Approve Payment Application No. 2 and Change Order No. 1 – Little Fourmile Creek Stream Stabilization Project
   n. \textbf{Resolution \#061323-06} – Approve Change Order No. 2 – Doanes Park Splash Pad
   o. \textbf{Resolution \#061323-07} – Approve Pay App No. 7 – Hickory Glen Park Pavilion Project
   p. \textbf{Resolution \#061323-08} – Approve Agreement with Teamsters Local Union 238
   q. \textbf{Resolution \#061323-09} – Approve Pay App No. 2 – Hickory Blvd Overlay Phase 1
   r. \textbf{Resolution \#061323-10} – Approve Pay App No. 7 – 2021 Street Repair Project

6. BUSINESS ITEMS
   a. \textbf{Resolution \#061323-11} – Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of $7,545,000 General Obligation Corporate Purpose Bonds, Series 2023 and providing for the levy of taxes to pay the same
   b. \textbf{Resolution \#061323-12} – Support for the New Des Moines International Airport Terminal Project
   c. \textbf{Resolution \#061323-13} – Approve Contract Award for 5044 Maple Dr. Demolition
   d. Approve A.B.A.T.E Motorcycle Toy Drive special event application
   e. \textbf{Resolution \#061323-14} - Approval of Lease Agreement with Pleasant Hill Chamber of Commerce
   f. \textbf{Resolution \#061323-15} – Approval of Preliminary Plat for The Crossing at Pleasant Hill
   g. \textbf{Resolution \#061323-16} – Setting the date for Public Hearing for the Vacation of Public Right of Way and Public Utility Easement known as NE 62\textsuperscript{nd} Street

7. CLOSING COMMENT

8. ADJOURNMENT
DATE: JUNE 13, 2023

TO: MAYOR & CITY COUNCIL

FROM: MADELINE STURMS, AICP, CPM
ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: VACATION OF A PORTION OF NE 62nd STREET

BACKGROUND
The City Council considered a Preliminary Plat and site plans for 9.12 acres of vacant land generally located east of NE 60th Street, south of Martha L. Miller Drive, and north of Meacham Drive at the May 23, 2023 council meeting. The preliminary plat provides the next phase of the Forge65 development to be subdivided into two separate residential projects, an assisted living facility referred to as Forge Edencrest in the north 4.6-acres of the property and a townhome development for the remaining south 4.52-acres. To achieve the proposed size of the development, the applicant has submitted vacation plats for the 60’ right of way of NE 62nd Street located along the eastern half of the property and a 15’ public utility easement that runs along the west side of NE 62nd Street. The City does not plan to use either of the right of way or utility easement for roadway or utility construction. The property can be vacated from its status as street right-of-way and disposed to the adjacent owner Hubbell Realty.

There are multiple steps required in the process and two public hearings will be needed. A future council meeting will have an item to consider the disposal through an agreement with the property owner. The property is not needed by the City for public purposes and the private entity would utilize the property to facilitate development on the site.

ALTERNATIVES
Not approve the first reading of the ordinance; however, it could delay or terminate the project.

FINANCIAL CONSIDERATIONS
NA

RECOMMENDATION
Approve the first reading of the ordinance to vacate a portion of right of way for NE 62nd Street.
ORDINANCE NO. 928

AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY
KNOWN AS NE 62ND STREET LOCATED WITHIN THE CITY OF PLEASANT
HILL, IOWA

WHEREAS, on the 13th day of June 2023, pursuant to published notice as required by
law, the City Council has held a public hearing on a proposal to vacate public right-of-way
located within the City of Pleasant Hill, Iowa, known as NE 62nd Street and legally described as
follows:

A PART OF LOT "D", PLEASANT HILL CENTRE I, AN OFFICIAL PLAT IN THE CITY OF PLEASANT
HILL, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, SAID PLEASANT HILL CENTRE I; THENCE
NORTH 00°15'21" WEST ALONG THE WESTERLY LINE OF SAID LOT "D", 258.31 FEET; THENCE
SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 752.45
FEET, WHOSE ARC LENGTH IS 65.41 FEET AND WHOSE CHORD BEARS SOUTH 66°55'07"
EAST, 65.39 FEET TO THE EAST LINE OF SAID LOT "D"; THENCE SOUTH 00°20'58" EAST
ALONG SAID EAST LINE, 542.19 FEET; THENCE SOUTH 89°47'00" WEST, 85.06 FEET TO SAID
WESTERLY LINE; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE AND A CURVE
CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.36
FEET AND WHOSE CHORD BEARS NORTH 44°40'29" EAST, 35.42 FEET; THENCE NORTH
00°26'03" WEST ALONG SAID WESTERLY LINE, 284.65 FEET TO THE POINT OF BEGINNING
AND CONTAINING 0.77 ACRES (33,588 SQUARE FEET).

AND THE EAST 15.00 FEET OF LOTS 8 AND 6, PLEASANT HILL CENTRE 1, AN OFFICIAL PLAT
IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA LYING SOUTH OF MARTHA L. MILLER
DRIVE; and

WHEREAS, the City Council of the City of Pleasant Hill, Iowa, has determined that it is
in the best interests of the City to vacate said right-of-way.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pleasant Hill,
Iowa, as follows:

Section 1. The City of Pleasant Hill, Iowa, hereby vacates that portion of NE 62nd
Street legally described as:

A PART OF LOT "D", PLEASANT HILL CENTRE I, AN OFFICIAL PLAT IN THE CITY OF
PLEASANT HILL, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, SAID PLEASANT HILL
CENTRE I; THENCE NORTH 00°15'21" WEST ALONG THE WESTERLY LINE OF SAID
LOT "D", 258.31 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE
SOUTHWESTERLY WHOSE RADIUS IS 752.45 FEET, WHOSE ARC LENGTH IS 65.41
FEET AND WHOSE CHORD BEARS SOUTH 66°55'07" EAST, 65.39 FEET TO THE EAST
LINE OF SAID LOT "D"; THENCE SOUTH 00°20'58" EAST ALONG SAID EAST LINE, 542.19 FEET; THENCE SOUTH 89°47'00" WEST, 85.06 FEET TO SAID WESTERLY LINE; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.36 FEET AND WHOSE CHORD BEARS NORTH 44°40'29" EAST, 35.42 FEET; THENCE NORTH 00°26'03" WEST ALONG SAID WESTERLY LINE, 284.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.77 ACRES (33,588 SQUARE FEET).

AND THE EAST 15.00 FEET OF LOTS 8 AND 6, PLEASANT HILL CENTRE 1, AN OFFICIAL PLAT IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA LYING SOUTH OF MARTHA L. MILLER DRIVE.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this ___ day of ______________, 2023.

_________________________________________
Sara Kurovski, Mayor

ATTEST:

____________________________________
Dena Spooner, City Clerk/Finance Director
1. CALL TO ORDER/ROLL CALL
Mayor Pro Tem Konrad called the Pleasant Hill City Council regular meeting to order on May 23, 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, Amanda Lundstedt and Mark Konrad. ABSENT: Mayor Kurovski, Mike Richardson.

2. APPROVAL OF AGENDA
Murray/Lundstedt moved to approve the agenda, minus item 5q. City Manager Ben Champ said they are removing item 5q, resolution #052323-24. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

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

4. CONSENT ITEMS
Grooters/Lundstedt moved to approve the CONSENT ITEMS: Council Minutes - dated 05/09/2023, Claims Listing - dated 05/23/2023, Approve liquor licenses – Hy-Vee Food – 4815 Maple Drive, Casey’s #3333 – 5550 E. University Ave, Casey’s #3718 1175 NE 75th Street, Expenditure Report - dated 04/30/2023, Revenue Report - dated 04/30/2023, Treasurer’s Report - dated 04/30/2023, Resolution #052323-01 – Transfer of funds from Emergency Fund to Equipment Replacement Fund, Resolution #052323-02 - Transfer of funds from Employee Benefits to General Fund, Resolution #052323-03 – Transfer of Funds from TIF to Debt Fund, series 2016 bond, Resolution #052323-04 – Transfer of Funds from Fund 121 to Debt Fund, series 2019 bond, Resolution #052323-05 – Transfer of Funds from TIF to Debt Fund, series 2020 bond, Resolution #052323-06 – Transfer of Funds from Fund 121 to General Fund, Internal Loan #7, FY21, Resolution #052323-07 – Transfer of Funds from Fund 121 to General Fund, Internal Loan #7, FY23, Resolution #052323-08 – Transfer of Funds from Fund 121 to Sewer Fund, Internal Loan #8, FY21, Resolution #052323-09 – Transfer of Funds from Fund 121 to Sewer Fund, Internal Loan #8, FY23, Resolution #052323-10 – Approval of Agreement with Christopher Widmer, Resolution #052323-11 – Approval of Support for Iowa Economic Development Authority Program for Yellowbanks, LLC, Resolution #052323-12 – Approval of WRA Technical Alternative Representative. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

5. BUSINESS ITEMS
a. Third Reading of Ordinance #923 - An Ordinance Amending Chapter 98 Sewer Service Charges
Murray/Grooters moved to approve the Third Reading of Ordinance #923 - An Ordinance Amending Chapter 98 Sewer Service Charges. City Manager Ben Champ explained that during the preparation of the FY 24 budget it was identified that the rates for sanitary sewer service needed to be increased. The City of Pleasant Hill is a member of the Wastewater Reclamation Authority (WRA) and as a member must pay annually to the WRA for the City’s proportionate share of operation and maintenance costs and for debt service payments. The WRA has approved a new facility plan which calls for significant capital improvements and bonding in the upcoming fiscal years that will increase Pleasant Hill’s debt payments to the WRA. The rate increase proposed in this ordinance is 7% effective July 1, 2023. The previous ordinance also established a new rate category for flow to be received from the City of Altoona in the future under the terms of an agreement recently approved by both Cities. There have been no comments or questions since the
b. Third Reading of **Ordinance #924** - An Ordinance Amending Chapter 106 Solid Waste Collection Fees
Lundstedt/Grooters moved to approve the Third Reading of **Ordinance #924** - An Ordinance Amending Chapter 106 Solid Waste Collection Fees. City Manager Ben Champ explained this is a continuation of the previous theme. The MWA manages the private hauling contractor that operates in Pleasant Hill and the current contract provides for cost adjustments each year based on tipping fees and fuel costs. The MWA Board has also made a decision to no longer subsidize the recycling operations from other landfill revenues. The two ordinances proposed will increase fees for the solid waste collection and the recycling collection fees, to be effective July 1, 2023. Approving the two ordinances at this time will provide time for the City to pass along the new rates to Des Moines Water Works so they have sufficient time to change the billing amount for July 1. The proposed increase in the solid waste fees is 4% effective July 1, 2023. There have been no comments or questions since the previous readings. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

c. Third Reading of **Ordinance #925** - An Ordinance Amending Chapter 108 Recycling Collection Fees
Grooters/Lundstedt moved to approve the Third Reading of **Ordinance #925** - An Ordinance Amending Chapter 108 Recycling Collection Fees. City Manager Ben Champ explained this is a continuation of the previous item. The proposed increase for the recycling fee is also 5% effective July 1, 2023. There have been no comments or questions since the previous readings. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

d. Third Reading of **Ordinance #926** - An Ordinance Amending Chapter 75 All-Terrain Vehicles and Snowmobiles
Murray/Grooters moved to approve the Third Reading of **Ordinance #926** - An Ordinance Amending Chapter 75 All Terrain Vehicles and Snowmobiles. Parks Manager Ryan Merritt explained City staff have been working alongside members of council to review alternative transportation modes to ensure City code is up to date with current state and regional standards. Within this review process, proposed updates have been suggested to align City code with current state code related to all-terrain vehicles and snowmobiles. These modifications include, revised definitions for off-road motorcycles, off-road utility vehicles (UTVs), engine displacement and vehicle weight changes for all-terrain vehicles, and updated verbiage related to accident reporting per state code. This chapter has been reviewed in depth by staff and recommended for approval by legal. Pleasant Hill resident Richard Rhodes addressed Council to consider permission for the ATV’s and UTV’s to use the streets, stating that using trailers to transport them was not a convenient way to move from point A to point B. A letter from Pleasant Hill resident HL Weatherly was given to Council outlining the group’s concerns on the matter, and stating that using the city streets would be greatly appreciated. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

e. Third Reading of **Ordinance #927** – An Ordinance Amending Chapter 163 Fire Code updates
Grooters/Lundstedt moved to approve the Third Reading of **Ordinance #927** – An Ordinance Amending Chapter 163 Fire Code updates. Fire Chief Jamie Xayavong explained that City staff is continuously reviewing ordinances in an effort to stay current with our metro peers and keep the best interest of our citizens in mind. The Fire Department has evaluated the current adopted Fire Codes in the City and is proposing modifications to help keep the community safe, as well as our fire personnel here in our city and the mutual aid departments assisting during an assignment. This ordinance provides updates to the adopted Fire Code to improve the safety of first responders, the community, and visitors. The City is in the process of updating Fire and Building codes to the 2021 Code cycle following review by the Central Iowa Code Consortium group. This ordinance modifies...
City Code Chapter 163 Fire Code to make modifications which mirror the ordinances of our peer communities. Exhibit A provides edited changes in red which displays the proposed amendments to Chapter 163 – Fire Code. There have been no comments or questions since the previous readings. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

f. **Resolution #052323-13 – Approval of Fire Department Side by Side Job Description**

Grooters/Murray moved to approve the **Resolution #052323-13 – Approval of Fire Department Side by Side Job Description**. Fire Chief Jamie Xayavong explained that the fire department currently runs with three full-time firefighters working 48/96 schedule. The current job description was revised to add shared, side by side, or temporary understanding of the position. The fire department creating the job description for Firefighter / Medic Temporary will help fill our current full-time staffing requirements during any extended leave of any of those members. The applicant that puts in for this position will sign an acknowledgement that this position is temporary and can end prior to end date or extended past estimated date given. She answered Councilmembers’ questions, stating that the legal team have reviewed for proper compliance. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

g. **Resolution #052323-14 – Approval of Job Description and Grade Assignment for Planning Manager**

Lundstedt/Murray moved to approve the **Resolution #052323-14 – Approval of Job Description and Grade Assignment for Planning Manager**. Assistant City Manager/Community Development Director Madeline Sturms explained that the City Council has prioritized through multiple budget sessions to establish clear continuity of operations in every department. A new job description for Planning Manager has been created for the Community Development Department to best fit the needs of the operation. The Planning Manager will serve as the division manager in the community development department for planning, building and code compliance and will lead the urban planning and community development activities. The position will provide leadership in the general administration of development regulations, ordinance, and serve as staff for Planning and Zoning Commission and Board of Adjustment. For continuity of operations the position will also serves in the role of the Community Development Director in the absence of the Assistant City Manager/Community Development Director. The established salary range for the position would be assigned as a grade 21 in the matrix which provides parity to similar positions across other City departments. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

h. **Resolution #052323-15 – Approval of Salaries for Non-Union City Staff Salary Matrix for FY24**

Murray/Grooters moved to approve the **Resolution #052323-15 – Approval of Salaries for Non-Union City Staff Salary Matrix for FY24**. City Manager Ben Champ explained that the union employees’ salaries are not part of the resolution since their salaries are approved via a matrix at the time the union contracts are approved by Council. The adoption of the salary range and step system is similar to those in the union contracts and simplifies the action needed by the Council each year for an annual consideration of an adjustment to the matrix to accommodate a cost of living adjustment. The current cost of living adjustment for both the Police and Public Works Union Contracts is 8% effective July 1, 2023. This resolution approves the same adjustment of 8% to the salary matrix for all non-union employees. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

i. **Resolution #052323-16 – Approval of Salaries for the Fire Dept. Matrix for FY24**

Grooters/Lundstedt moved to approve the **Resolution #052323-16 – Approval of Salaries for the Fire Dept. Matrix for FY24**. City Manager Ben Champ explained that this is a follow up to the previous item. This second resolution provides for an 8% adjustment to positions within the Fire Department that are not included in the salary matrix as the part time and paid on call staff wages
are built up based on certifications achieved. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

j. Resolution #052323-17 – Approval of Resolution Awarding General Obligation Corporate Purpose Bonds, Series 2023
Lundstedt/Murray moved to approve the Resolution #052323-17 – Approval of Resolution Awarding General Obligation Corporate Purpose Bonds, Series 2023. City Manager Ben Champ explained that the City Council has identified the need for continued investment in existing and new infrastructure in the community and has prioritized funding during the strategic planning and budgeting process. The fiscal year 2023-24 budget includes the sale of general obligation urban renewal bonds to fund approximately $8M in infrastructure projects in the community. Streets, sidewalks, water and sanitary sewer, storm drainage, park development, and other related improvements within the urban renewal area are eligible. A public hearing was held on April 25, 2023 to approve the issuance of a general obligation (GO) Bond not to exceed $8M. The Preliminary Official Statement for the bonds was approved by the Council and May 23, 2023 has been set as the date for the bond sale. Bids were received in the morning of May 23rd and the City's financial advisor, Public Financial Management (PFM), reviewed and recommended the bid award at the Council meeting. This is a resolution prepared by the City's bond counsel for the award of bids to Northern Securities, Inc. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

k. Resolution #052323-18 – Approve Agreement for Cooperative Public Service between Polk County, IA and Pleasant Hill, IA
Grooters/Lundstedt moved to approve the Resolution #052323-18 – Approve Agreement for Cooperative Public Service between Polk County, IA and Pleasant Hill, IA. Public Works Director Russ Paul explained that the City has several roadway segments that have joint jurisdictional maintenance with Polk County. The County annually leads an asphalt resurfacing program and offers participation for localities with joint roadways. The County has offered to include a portion of the roadway on SE 6th Ave that is the responsibility of the City at an estimated cost of $129,768.85. This section on SE 6th Ave between the SE 72nd Street and SE 80th Street would be completed for the City with all administration for the project supported and led by the County. The City has regularly participated in similar agreements with the County and this is a very cost effective manner for City maintenance. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

l. Resolution #052323-19 – Approval of Renewal Agreement with the Iowa Department of Public Safety
Murray/Lundstedt moved to approve the Resolution #052323-19 – Approval of Renewal Agreement with the Iowa Department of Public Safety. City Manager Ben Champ explained that the City of Pleasant Hill has an existing partnership with other law enforcement agencies for the mutual benefit of Iowa residents by serving on multi-agency task forces. The Pleasant Hill Police Department has been a member of the Federal Drug Enforcement Administration (DEA) task force since 2019. The DEA partners with local agencies to address local and regional drug problems. The DEA reimburses the city’s cost for the officer assigned to participate in the task force. The reimbursement is coordinated through the Iowa Department of Public Safety’s (DPS), Midwest High Intensity Drug Trafficking Area (HIDTA) grant fund. The Iowa DPS is the fiscal agent for the operation, but the effort is under the full authority of the DEA. The agreement with DPS will allow the Pleasant Hill Police Department to continue the relationship between our city and the DEA. The City of Pleasant Hill receives an annual reimbursement for costs associated with the officer amounting to approximately $97,359. The City uses these funds for an additional officer. The officer assigned to the DEA is a full member of the Pleasant Hill Police Department and is available for recall if necessary. The partnership with the DEA provides our members with career opportunities and will improve the quality of life in our community. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.
m. **Resolution #052323-20 – Approval of Preliminary Plat for Hawthorn Townhomes**

Grooters/Lundstedt moved to approve the **Resolution #052323-20 – Approval of Preliminary Plat for Hawthorn Townhomes.** Assistant City Manager/Community Development Director Madeline Sturms explained that The City has received a preliminary plat for approximately 9.12-acres of vacant land generally located east of NE 60th Street, south of Martha L. Miller Drive, and north of Meacham Drive. Hubbell Realty is the applicant for the project with the intention of subdividing the property to construct an assisted living facility and townhome development. The property is zoned C-2 Regional Commercial Zoning District and multi-family housing is a permitted use in this zoning district. Staff has reviewed the documents and finds them to be in conformance with the requirements of a preliminary plat. Following the preliminary plat consideration, a final plat would be required prior to completion of the project and acceptance of the public improvements. The Planning & Zoning Commission recommended approval of the preliminary plat at their May 1, 2023 meeting subject to any remaining staff comments. There are two resolutions for the project, the first to approve the preliminary plat for Hawthorn Townhomes and the second to set a public hearing to begin the right-of-way vacation process. Caleb Smith of Hubbell answered councilmembers questions, stating the townhomes would be sold to individual owners, while the Edencrest Assisted Living facility would be one owner. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

n. **Resolution #052323-21 – Setting the date for Public Hearing to on the Vacation of Public Right of Way and Public Utility Easement Known as NE 62nd Street**

Murray/Grooters moved to approve the **Resolution #052323-21 – Setting the date for Public Hearing to on the Vacation of Public Right of Way and Public Utility Easement Known as NE 62nd Street.** Assistant City Manager/Community Development Director Madeline Sturms explained that as a follow up to the previous item, the preliminary plat provides the next phase of the Forge65 development to be subdivided into two separate residential projects, an assisted living facility referred to as Forge Edencrest in the north 4.6-acres of the property and a townhome development for the remaining south 4.52-acres. To achieve the proposed size of the development, the applicant has submitted vacation plats for the 60’ right of way of NE 62nd Street located along the eastern half of the property and a 15’ public utility easement that runs along the west side of NE 62nd Street. The City does not plan to use either of the right of way or utility easement for roadway or utility construction. Additional action by City Council is needed to vacate the right-of-way in accordance with Iowa Code following a public hearing. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

o. **Resolution #052323-22 – Approval of Site Plan for Hawthorn Townhomes**

Lundstedt/Grooters moved to approve the **Resolution #052323-22 – Approval of Site Plan for Hawthorn Townhomes.** Assistant City Manager/Community Development Director Madeline Sturms explained that a site plan has been submitted for the construction of a residential development located east of NE 60th, south of Martha L. Miller Drive, and north of Meacham Drive. Hubbell Realty Company is the applicant of the site plan with plans to develop this vacant property for the construction of multiple family townhome development in the City’s C-2 Regional Commercial Zoning District, which is a permitted use in this zoning district. Staff has reviewed the documents and finds them to be in conformance with the requirements of a site plan. Planning & Zoning Commission recommended approval at their meeting on May 1, 2023 subject to remaining staff and engineering comments. Civil Engineer Ryan Harsey answered councilmembers questions about stormwater retention and emergency vehicles. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

p. **Resolution #052323-23 – Approval of Site Plan for Forge Edencrest**

Grooters/Murray moved to approve the **Resolution #052323-23 – Approval of Site Plan for Forge Edencrest.** Assistant City Manager/Community Development Director Madeline Sturms explained that a site plan for Forge Edencrest has been submitted for construction located east of...
NE 60th, south of Martha L. Miller Drive, and north of Meacham Drive on Lot 29 of the Hawthorn Townhomes Plat. Hubbell Realty Company is the applicant of the site plan with plans to develop this vacant property for the construction of a 70-unit multi-family assisted living facility development in the City’s C-2 Regional Commercial Zoning District, which is a permitted use in this zoning district. Staff has reviewed the documents and finds them to be in conformance with the requirements of a site plan. Planning & Zoning Commission recommended approval at their meeting on May 1, 2023 subject to remaining staff comments. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad.  NAYS: None.  Motion carried 4-0.

q. Resolution #052323-24 – Approval of Site Plan for Hallett Materials
Item pulled from agenda.

r. Resolution #052323-25 – Approval of Application to FHWA Charging and Fueling Infrastructure Grant Program
Murray/Lundstedt moved to approve the Resolution #052323-25 – Approval of Application to FHWA Charging and Fueling Infrastructure Grant Program. Assistant City Manager/Community Development Director Madeline Sturms explained that the Pleasant Hill City Council has previously supported applications for grants that encourage projects incorporating technology for the betterment of the community. The U.S. Department of Transportation’s new Charging and Fueling Infrastructure (CFI) Discretionary Grant Program, established by the Bipartisan Infrastructure Law, will provide $2.5 billion over five years to a wide range of applicants, including cities, counties, and local governments. Funding will be available to strategically deploy EV charging and other alternative vehicle-fueling infrastructure projects in publicly accessible locations in urban and rural communities, as well as along designated Alternative Fuel Corridors (AFCs). The Des Moines Area Metropolitan Planning Organization (MPO) is developing the application for the community program grant process, for which Pleasant Hill is proposing joint application. Multiple metro communities are working with the MPO on a regional submission, due to the minimum funding floor of $500,000 for the community grant (with a maximum award of $350 million available in FY22 & FY23). For the community grant program, the Federal share shall not exceed 80 percent of the total project cost and awardees must provide at least 20 percent of the total project cost as a matching share. The proposed charging stations will be Level 2 chargers, however there is interest in preparing infrastructure for future rapid charging upgrades. The two Pleasant Hill locations have been established at Pleasant Hill Library and Hickory Glen Park (Polk County Conservation is proposing a charging station at the new Copper Creek Lake Mountain Bike Park as well). Grant applications are due Tuesday, June 13; an award date will be announced later this year. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad.  NAYS: None.  Motion carried 4-0.

s. Approve Doanes Park Splash Pad Ribbon Cutting Special Event Application
Lundstedt/Grooters moved to approve the Approve Doanes Park Splash Pad Ribbon Cutting Special Event Application. Parks Manager Ryan Merritt explained that the Parks and Recreation Department is requesting approval to host a ribbon cutting for the Splash Pad at Doanes Park. The proposed event will be held on Saturday, June 24th from 2-3 PM and will include a ribbon cutting and mobile food vendors. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad.  NAYS: None.  Motion carried 4-0.

t. Approve Smart Cycle Midwest Beat down Special Event Application
Grooters/Lundstedt moved to approve the Approve Smart Cycle Midwest Beat down Special Event Application. City Manager Ben Champ explained that SMART Cycle Sound and Performance, a Pleasant Hill business, is proposing a special event to be held on July 14-16, 2023 along Sloans Way. The event organizer, Andy Smith, previously introduced the item to the City Council in 2021 and 2022, and successfully held the event the last two summers. More than 300 people are anticipated to attend the event again this year that will bring enthusiasts of custom motorcycles to Pleasant Hill for the one day program. Smith has continued to work with the City and the Police Chief to address operations of the event and the need for a minimum of one off-duty police officer.
The event application has been reviewed and recommended by all necessary departments. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0.

6. CLOSING COMMENT & REGIONAL APPOINTMENT REPORTS
Councilmember Grooters said they are continuing with the DART CEO hiring process, and that during the legislative session, DART did receive an additional funding source from communities with populations over 200,000.

City Manager Ben Champ reminded everyone that City offices would be closed on Monday, May 29th for the Memorial Day Holiday.

7. ADJOURNMENT
Lundstedt/Grooters moved to adjourn the Council meeting. ROLL CALL: AYES: Murray, Grooters, Lundstedt, And Konrad. NAYS: None. Motion carried 4-0. The meeting was adjourned at 7:01 p.m.

___________________________________
Mark A. Konrad, Mayor Pro Tem

ATTEST:

___________________________________
Dena Spooner, City Clerk/Finance Director
#### PAYMENT DATES

PAID ITEMS DATES: 5/24/2023 THRU 6/13/2023

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### ACCOUNTS PAYABLE

**REPORTING:** PAID, UNPAID, PARTIAL

**BANK:** ALL

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**PAYMENT DATES**

PAID ITEMS DATES : 5/24/2023 THRU 6/13/2023

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**TOTAL**  -City of Pleasant Hill  6,787,544.12

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**GRAND TOTAL**  6,787,544.12
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<thead>
<tr>
<th>Name of Business:</th>
<th>HyVee Fast &amp; Fresh</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>4910 Maple Drive</td>
</tr>
<tr>
<td>License classification:</td>
<td>Class E</td>
</tr>
<tr>
<td>Effective date:</td>
<td>06/28/2023 - 06/27/2024</td>
</tr>
<tr>
<td>Type of request:</td>
<td>Renewal</td>
</tr>
<tr>
<td>Police department approval</td>
<td>x</td>
</tr>
<tr>
<td>Fire department approval:</td>
<td>x</td>
</tr>
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<table>
<thead>
<tr>
<th>Name of Business:</th>
<th>Git N Go #37</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>1000 NE 56th Street</td>
</tr>
<tr>
<td>License classification:</td>
<td>Class B</td>
</tr>
<tr>
<td>Effective date:</td>
<td>06/30/2023 - 06/29/2024</td>
</tr>
<tr>
<td>Type of request:</td>
<td>Renewal</td>
</tr>
<tr>
<td>Police department approval</td>
<td>x</td>
</tr>
<tr>
<td>Fire department approval:</td>
<td>x</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Business:</th>
<th>Kum &amp; Go #1024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>5970 Morning Star Court</td>
</tr>
<tr>
<td>License classification:</td>
<td>Class E</td>
</tr>
<tr>
<td>Effective date:</td>
<td>07/01/2023 - 06/30/2024</td>
</tr>
<tr>
<td>Type of request:</td>
<td>Renewal</td>
</tr>
<tr>
<td>Police department approval</td>
<td>x</td>
</tr>
<tr>
<td>Fire department approval:</td>
<td>x</td>
</tr>
<tr>
<td>Name of Business:</td>
<td>Black Toad Apothecary D/B/A Groovy Goods</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Location:</td>
<td>1100 N Hickory Blvd Ste 206</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>07/01/23-06/30/24</td>
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<tr>
<td>Type of request:</td>
<td>Renewal</td>
</tr>
<tr>
<td>Police department approval:</td>
<td>x</td>
</tr>
</tbody>
</table>

| Name of Business: | Caseys #3718 |
| Location:        | 1175 NE 75th Street |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |

| Name of Business: | Caseys #2406 |
| Location:        | 5550 E University Ave |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |

| Name of Business: | Caseys #3333 |
| Location:        | 1125 North Hickory Blvd |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |

| Name of Business: | Dollar General |
| Location:        | 4840 Maple Drive |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |

| Name of Business: | Fareway Stores |
| Location:        | 5500 East University Ave |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |

| Name of Business: | Git N Go |
| Location:        | 1000 NE 56th Street |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |

| Name of Business: | Hy-Vee Food Store |
| Location:        | 4815 Maple Drive |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |

| Name of Business: | Hy-Vee Gas |
| Location:        | 4910 Maple Drive |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |

| Name of Business: | Kum and Go #24 |
| Location:        | 5970 Morning Star Court |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |

| Name of Business: | Kwik Star #1155 |
| Location:        | 1101 NE 56th Street |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |

| Name of Business: | S.K. Mart D/B/A Midwest Food & Liquor |
| Location:        | 1250 Copper Drive |
| Effective Date:  | 07/01/23-06/30/24 |
| Type of request: | Renewal |
| Police department approval: | x                                    |
May 2023

<table>
<thead>
<tr>
<th>Category</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volunteers</td>
<td>60</td>
</tr>
<tr>
<td>Volunteer Hours for May</td>
<td>120</td>
</tr>
<tr>
<td>Total Volunteers/Hours</td>
<td>83/166</td>
</tr>
<tr>
<td>Park Shelter/Facility Rentals</td>
<td>44</td>
</tr>
<tr>
<td>Programs Offered/Participants</td>
<td>3/93</td>
</tr>
<tr>
<td>Total Volunteers/Hours</td>
<td>83/166</td>
</tr>
<tr>
<td>Park Shelter/Facility Rentals</td>
<td>44</td>
</tr>
<tr>
<td>Programs Offered/Participants</td>
<td>3/93</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>2</td>
</tr>
<tr>
<td>Revenue Collected</td>
<td>$6,122</td>
</tr>
</tbody>
</table>

Engagement Analytics for May

<table>
<thead>
<tr>
<th>Category</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Media Reach</td>
<td>13,286</td>
</tr>
<tr>
<td>Net Followers</td>
<td>+64 (1,117 Total)</td>
</tr>
<tr>
<td>Website Page Visits</td>
<td>2,638</td>
</tr>
<tr>
<td>Unique Page Visits</td>
<td>2,252</td>
</tr>
<tr>
<td>Parks in Progress Visits</td>
<td>147 / 131 unique views</td>
</tr>
<tr>
<td>Summer Passport</td>
<td>199 / 180 unique views</td>
</tr>
</tbody>
</table>

Monthly Highlights:
- Pleasant Hill Parks Summer Passport Program: [https://pleasanthilliowa.org/823/Summer-Passport](https://pleasanthilliowa.org/823/Summer-Passport)
- Parks Maintenance Shop mural final design: [https://view.genial.ly/646a7c80cda0ec001447000f](https://view.genial.ly/646a7c80cda0ec001447000f)
- Park project updates, Parks in Progress: [https://www.pleasanthilliowa.org/789/Parks-in-Progress](https://www.pleasanthilliowa.org/789/Parks-in-Progress)
- Inaugural Pickleball League – 45 participants registered

Upcoming events:
Splash pad ribbon cutting – Saturday, June 24th, 2:00 PM
RAGBRAI – Thursday, July 27th, 5:00 AM-12:00 PM
Parks in Progress

The City of Pleasant Hill has multiple new, and exciting park projects underway! Please pardon our mess as we make progress in the parks!

- Hickory Glen Park Pavilion
- Meacham Place Park (Phase I)
- Doanes Park Splash Pad
- Doanes Park Tennis Court Resurfacing - Completed
- Copper Creek Lake Smart Park Features - Completed
- Youngstown Trail Phase 3
- Doanes Park Field 4 Improvements - Completed
- Phoenix Sculpture/Gate Sculpture Lighting
- Doanes Park Grant Stage Repairs

Hickory Glen Park Pavilion (Spring 2023)
Project Update 5/17/23:

- Sidewalk and concrete apron completed
- Plumbing and electrical ongoing
- Landscaping to begin in the next few weeks
- Estimated project completion date: May 2023

Hickory Glen Park is Pleasant Hill’s newest and largest city park with over 70 acres of total park land. The park pavilion will provide a place to rest and observe the beauty of the park, and will include ample (accessible seating) for sports field spectators and future splash pad users.
Meacham Place Park (Phase I)
Project Update 4/26/23:

- Bid awarded for first phase
- Work to begin on-site in early May
- Estimated project completion date: Summer 2023

The initial phase for Meacham Place Park on East Oakwood Drive will begin late April 2023. This park will be a wonderful neighborhood addition, including walking trails, sport courts, and parking.

Doanes Park Splash Pad (June 2023)
Project Update 5/26/23:

- Underground work completed
- Concrete container or ‘wet’ area completed
- Remaining concrete installation scheduled for 5/30
- Shade structure and vertical features to follow

The first splash pad in Pleasant Hill will be open this summer at Doanes Park. This water play space will include 15 ground spray features and 2 vertical features, as well as a shade structure.
Doanes Park Tennis Court Resurfacing (Spring 2023)

Project Update 5/10/23: Completed

- Additional CIP funds were made available (through a Polk County grant for field 4 repairs) and Pickleball court conversion has been included as an additional project item.

Doanes Park tennis courts are scheduled to be resurfaced in spring of 2023, work will include preparing the existing court surface, power washing, repairing cracks, leveling depressions, new striping, and conversion of one tennis court into two stand-alone pickleball courts.
**Youngstown Trail Phase 3 (Spring 2023)**
This phase of Youngstown Trail has been aligned with the Pine Valley development, and will extend the trail from East Oakwood Drive to Southeast 6th Avenue.

**Project Update 5/28/23:**
- Grading operations ongoing
- Tree removal complete
- Concrete 75% completed

If any issues or questions arise please reach out to the following:

**Alliance Construction Group LLC**  
(General Contractor)  
Ryan McKinney (Project Manager)  
515-550-0778

**Snyder and Associates**  
(Observation and City Engineer)  
Alan Walker (Observer) 515-265-0287  
Brandon Niebuhr (Engineer) 515-964-2020
MONTHLY COUNCIL REPORT  
MAY 2023

Spring Operational Statistics for May 2023

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street panels replaced</td>
<td>8</td>
</tr>
<tr>
<td>Storm sewer inlets rebuilt</td>
<td>1</td>
</tr>
<tr>
<td>Concrete Poured</td>
<td>35.5 cubic yards</td>
</tr>
<tr>
<td>Number of rain events (.25&quot; &amp; above)</td>
<td>4</td>
</tr>
<tr>
<td>Rain total*</td>
<td>3.36 inches</td>
</tr>
<tr>
<td>Mosquito spraying events</td>
<td>0</td>
</tr>
</tbody>
</table>

*Figure based on National Weather Service data

Year-round Operation Statistics for May 2023

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer locates performed</td>
<td>274</td>
</tr>
<tr>
<td>Lift station service checks</td>
<td>5</td>
</tr>
<tr>
<td>Street sweeping debris removal</td>
<td>2.5 tons</td>
</tr>
<tr>
<td>R.O.W &amp; Sewer Easement Mowing</td>
<td>14.55 miles</td>
</tr>
<tr>
<td>Sanitary sewer backups</td>
<td>1</td>
</tr>
</tbody>
</table>

Monthly Highlights:

- Street panel replacement on NE 56th Street
- Rebuilt storm sewer intake on NE 56th Street
- Completed pothole patching on priority routes
- Started ROW and easement mowing operations
- Install flags in the Oakwood Cemetery for Memorial Day

Russ Paul
Pleasant Hill Public Works
RESOLUTION #061323-01

A RESOLUTION APPROVING THE MAY 2023 TAX ABATEMENT APPLICATIONS

WHEREAS, the Community Development Clerk has completed and submitted the May 2023 Tax Abatement Applications Report for the Pleasant Hill City Council’s review; and,

WHEREAS, upon approval of the Council, the approved applications will be submitted electronically to the Polk County Assessor; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pleasant Hill, Iowa that the Community Development Department is hereby authorized to submit the approved May 2023 Tax Abatement applications to the Polk County Assessor.

ADOPTED June 13, 2023.

________________________________________
Mark A. Konrad, Mayor Pro Tem

ATTEST:

_____________________________________
Dena Spooner, City Clerk/Finance Director
### Tax Abatement Report

**May 2023**

#### Standard 5-year Tax Abatement

<table>
<thead>
<tr>
<th>TYPE</th>
<th>ADDRESS</th>
<th>OWNER</th>
<th>VALUATION</th>
<th>DATE ISSUED</th>
<th>PERMIT #</th>
<th>PERMIT FEE</th>
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<tbody>
<tr>
<td>SF Home</td>
<td>280 NE 61ST ST</td>
<td>Jerry's Homes</td>
<td>$238,590.00</td>
<td>5/10/2023</td>
<td>RB23-000023</td>
<td>$1,646.30</td>
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<td>SF Home</td>
<td>6014 GLADBURY CT</td>
<td>Jerry's Homes</td>
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<td>$1,834.80</td>
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<td>6020 MARTIN DR</td>
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<td>Jerry's Homes</td>
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<td>RB23-000005</td>
<td>$1,380.95</td>
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<td>Progressive Builders</td>
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<td>5/11/2023</td>
<td>RB23-000008</td>
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<tr>
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<td>5/11/2023</td>
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<td>RB23-000013</td>
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<tr>
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<td>189 NE 56TH ST</td>
<td>Progressive Builders</td>
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<td>5/11/2023</td>
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<td>$1,334.20</td>
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<tr>
<td>Townhome</td>
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<tr>
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<tr>
<td>SF Home</td>
<td>5381 Pleasant Ridge Rd</td>
<td>Greenland Homes</td>
<td>$219,120.00</td>
<td>5/17/2023</td>
<td>RB23-000035</td>
<td>$1,552.35</td>
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RESOLUTION #061323-02
A RESOLUTION APPROVING THE TRANSFER OF FUNDS,
GENERAL FUND 001 TO CIP FUND 301
AIRPORT TRANSFER #1 OF 4

WHEREAS, the Pleasant Hill City Council recognizes the need to approve the transfer of funds per Resolution 012522-08 in support for new Des Moines Int’l Airport Terminal Project, from the General Fund as budgeted for payment #1 of 4 annual payments:

General Fund (001) to the CIP Fund (301): $25,000

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve this transfer.

ADOPTED this 13th day of June, 2023

Mark A. Konrad, Mayor Pro Tem

ATTEST:

Dena Spooner, City Clerk/Finance Director
RESOLUTION #061323-03

A RESOLUTION APPROVING THE TRANSFER OF FUNDS, GENERAL FUND 001 TO CIP FUND 304 COST SHARE COMP PLAN UPDATE PER BUDGET FY23

WHEREAS, the Pleasant Hill City Council recognizes the need to approve the transfer of funds from the General Fund, for a Comprehensive Plan, which was approved via resolution 031521-01 City Budget and Certification FY23, to pay for 50% of the Comp Plan update:

    General Fund (001) to the CIP Fund (304): $90,000

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve this transfer.

ADOPTED this 13th day of June, 2023

__________________________
Mark A. Konrad, Mayor Pro Tem

ATTEST:

__________________________
Dena Spooner, City Clerk/Finance Director
RESOLUTION #061323-04

A RESOLUTION APPROVING THE TRANSFER OF FUNDS,
CIP FUND 304 TO GENERAL FUND 001
ECONOMIC DEVELOPMENT COST SHARE

WHEREAS, the Pleasant Hill City Council recognizes the need to approve the transfer of funds per as budgeted for FY23, to cost share Economic Development salary costs:

   CIP Fund (304) to the General Fund (001): $100,394.71

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve this transfer.

ADOPTED this 13th day of June, 2023

__________________________________________
Mark A. Konrad, Mayor Pro Tem

ATTEST:

__________________________________________
Dena Spooner, City Clerk/Finance Director
CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: JUNE 13, 2023
TO: MAYOR & CITY COUNCIL
FROM: MADELINE STURMS, AICP, CPM
ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: LITTLE FOURMILE CREEK STREAM STABILIZATION PROJECT PAYMENT APPLICATION NO. 2 AND CHANGE ORDER NO. 1

BACKGROUND
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 attached plans and specifications for the improvements to Little Fourmile Creek north of Little Fourmile Drive and Des Moines Dirt Worx, LLC was awarded the contract and work is underway.

The City Engineer has reviewed and recommends approval of Payment Application No. 2 and Change Order No. 1 for the project for work completed through March 23, 2023 in the amount of $31,319.12. The Change order included is for the removal and capping of a well that was discovered during construction. Following is a resolution to approve the payment application and change order.

ALTERNATIVES
Not approve the resolution; however, the work has been completed.

FINANCIAL CONSIDERATIONS
ARPA funds are available for the project.

RECOMMENDATION
Approve the attached resolution for the Little Fourmile Creek Stream Stabilization Project.
RESOLUTION #061323-05

A RESOLUTION APPROVING PAYMENT APPLICATION NO. 2 AND CHANGE ORDER NO. 1 FOR LITTLE FOURMILE CREEK IMPROVEMENT PROJECT

WHEREAS, the City has awarded the Little Fourmile Creek Improvement Project contract to Des Moines Dirt Worx, LLC; and

WHEREAS, Snyder and Associates, City Engineer, has prepared the attached Payment Application No. 1 for the Little Fourmile Creek Improvement Project in the amount of $31,319.12 and Change Order No. 2 for a net addition to the contract of $7,800;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached Payment Application Number Two and Change Order Number One for the Little Fourmile Creek Improvement Project.

ADOPTED this 13th day of June, 2023.

Mark A. Konrad, Mayor Pro-Tem

ATTEST:

Dena Spooner, City Clerk / Finance Director
May 23, 2023

Benjamin Champ  
City of Pleasant Hill, Iowa  
5160 Maple Dr. Suite A  
Pleasant Hill, IA 50327

RE: PARTIAL PAYMENT NO. 2  
CHANGE ORDER NO. 1  
LITTLE FOURMILE CREEK IMPROVEMENTS  
PROJECT NO. 122.0680.01

Dear Mr. Champ:

Partial payment application No. 2 includes work completed between March 6, 2023, and March 23, 2023. Des Moines Dirt Worx, LLC has completed additional portions of the project according to the attached documentation and is on schedule to have the project finished by the completion date of September 30, 2023.

Change Order No. 1 includes a change in the contract for well removal and cap and includes a net addition to the contract of $7,800.

We recommend payment of $31,319.12 to the contractor, Des Moines Dirt Worx, LLC, for work completed through March 23, 2023.

Please contact me should you have any questions on this payment application.

Sincerely,

Snyder & Associates, Inc.

[Signature]

Eric Cannon, P.E.  
Project Manager
APPLICATION FOR PARTIAL PAYMENT NO. 2

PROJECT: Little Fourmile Creek Improvements
OWNER: City of Pleasant Hill, Iowa
CONTRACTOR: Des Moines Dirt Worx, LLC
ADDRESS: 5319 Pleasant Ridge Rd.
Pleasant Hill, IA 50327
DATE: May 23, 2023

S&A PROJECT NO.: 122.0680.01
PAYMENT PERIOD: March 6, 2023

1. CONTRACT SUMMARY:

   Original Contract Amount: $146,444.10
   Net Change by Change Order: $7,800.00
   Contract Amount to Date: $154,244.10

   CONTRACT PERIOD: WORKING DAYS
   Original Contract Date: February 28, 2023
   Substantial Completion:

   Final Completion: September 30, 2023
   Added by Change Order: 0
   Contract Time to Date: 0

2. WORK SUMMARY:

   Total Work Performed to Date: $32,967.50
   Retainage: 5%
   $1,648.38
   Total Earned Less Retainage: $31,319.12
   Total Previous Payments

   AMOUNT DUE THIS APPLICATION: $31,319.12

3. CONTRACTOR'S CERTIFICATION:

   The undersigned CONTRACTOR certifies that:
   (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for
   (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment are free and clear of all liens, claims, security interests and encumbrances.

   Des Moines Dirt Worx, LLC
   CONTRACTOR
   By ___________________________
   DATE: __5-25-23__

4. ENGINEER'S APPROVAL:

   Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

   Snyder & Associates, Inc.
   ENGINEER
   By ___________________________
   DATE: ________________________

5. OWNER'S APPROVAL

   City of Pleasant Hill
   OWNER
   By ___________________________
   DATE: ________________________
### 6. DETAILED ESTIMATE OF WORK COMPLETED:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
<th>QTY COMP.</th>
<th>% COMPLETE</th>
<th>AMOUNT COMP.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Clearing and Grubbing</td>
<td>1</td>
<td>LS</td>
<td>$ 15,500.00</td>
<td>$ 15,500.00</td>
<td>1.00</td>
<td>100%</td>
<td>$ 15,500.00</td>
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<tr>
<td>2</td>
<td>Topsoil, Strip Salvage, and Respread On-site</td>
<td>1220</td>
<td>CY</td>
<td>$ 21.00</td>
<td>$ 25,640.00</td>
<td>0%</td>
<td>$ -</td>
<td>$ -</td>
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<td>3</td>
<td>Excavating Class 10, Reuse On-site</td>
<td>466</td>
<td>CY</td>
<td>$ 9,786.00</td>
<td>$ 4,500.00</td>
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<td>4</td>
<td>Excavating Class 10, Haul On-site</td>
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<tr>
<td>5</td>
<td>Remove and Replace Curb and Gutter</td>
<td>40</td>
<td>LF</td>
<td>$ 20.02</td>
<td>$ 800.00</td>
<td>0%</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>6</td>
<td>Conventional Seeding, Type 1</td>
<td>0.7</td>
<td>AC</td>
<td>$ 1,475.00</td>
<td>$ 1,032.90</td>
<td>0%</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>7</td>
<td>Conventional Seeding, Native</td>
<td>0.7</td>
<td>AC</td>
<td>$ 1,740.00</td>
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<td>$ -</td>
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<tr>
<td>8</td>
<td>SVFPPP Preparation</td>
<td>1</td>
<td>LS</td>
<td>$ 2,500.00</td>
<td>$ 2,500.00</td>
<td>1.00</td>
<td>100%</td>
<td>$ 2,500.00</td>
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<tr>
<td>9</td>
<td>SVFPPP Management</td>
<td>1</td>
<td>LS</td>
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<td>$ 1,800.00</td>
<td>0.50</td>
<td>50%</td>
<td>$ 900.00</td>
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<td>10</td>
<td>Temporary RECP Type 2.C</td>
<td>3399</td>
<td>SY</td>
<td>$ 2.70</td>
<td>$ 9,147.00</td>
<td>0%</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>11</td>
<td>Wattle, 9 inch, Natural Fiber Only</td>
<td>1155</td>
<td>LF</td>
<td>$ 1.50</td>
<td>$ 1,732.50</td>
<td>1,155.00</td>
<td>100%</td>
<td>$ 1,732.50</td>
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<td>12</td>
<td>Wattle, Removal</td>
<td>1155</td>
<td>LF</td>
<td>$ 0.50</td>
<td>$ 577.00</td>
<td>0%</td>
<td>$ -</td>
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<tr>
<td>13</td>
<td>Rip Rap, Class E</td>
<td>530</td>
<td>TN</td>
<td>$ 62.00</td>
<td>$ 32,860.00</td>
<td>0%</td>
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<td>$ -</td>
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<td>14</td>
<td>Roadstone, Class A</td>
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<td>TN</td>
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<td>$ -</td>
<td>$ -</td>
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<tr>
<td>15</td>
<td>Stabilized Construction Entrance</td>
<td>185</td>
<td>SY</td>
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<td>$ 2,035.00</td>
<td>185.00</td>
<td>100%</td>
<td>$ 2,035.00</td>
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<td>$ -</td>
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<td>17</td>
<td>Mobilization</td>
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<td>LS</td>
<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
<td>0.50</td>
<td>50%</td>
<td>$ 2,500.00</td>
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**TOTAL BASE BID CONTRACT:** $ 146,444.10  
**TOTAL BASE BID COMPLETED:** $ 25,167.50

### CHANGE ORDERS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
<th>QTY COMP.</th>
<th>% COMPLETE</th>
<th>AMOUNT COMP.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cap Well</td>
<td>1</td>
<td>LS</td>
<td>$ 7,800.00</td>
<td>$ 7,800.00</td>
<td>1.00</td>
<td>100%</td>
<td>$ 7,800.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>$ -</td>
<td>$ -</td>
<td>0%</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>3</td>
<td>1</td>
<td>LS</td>
<td>$ -</td>
<td>$ -</td>
<td>0%</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CHANGE ORDERS:** $ 7,800.00  
**TOTAL CONTRACT:** $ 154,244.10  
**TOTAL COMPLETED:** $ 32,967.50
CHANGE ORDER NO. 1

OWNER: City of Pleasant Hill

PROJECT: Little Fournile Creek
S&A PROJECT #: 122.0680.01

To: DSM Dirt Worx
Contractor
5319 Pleasant Ridge Rd
Pleasant Hill, IA 50327
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:
   Well Removal and Cap

2. Reason for Change:
The well is 12” diameter by 52’ deep (43’ below the current water level in the creek).
Measured out the well and it will take approx. 48 – 50lb. bags of 3/8 bentonite to seal it off.
DSM Dirt Worx bench down to the creek water level, remove the submersable pump, break off the casing, and fill the well.
Power pole and power lines for well will be disposed of properly.
DNR Reporting will be handled by Certified Groundwater Professional from J. Petticoat for all reporting purposes and documentation.

3. Settlement for the cost of making the change shall be as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dispose of all items associated with well. Seal unknown well.</td>
<td>1</td>
<td>LS</td>
<td>$7,800.00</td>
<td>$7,800.00</td>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
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<td>6</td>
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<tr>
<td>7</td>
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<tr>
<td>8</td>
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<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL $7,800.00

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of $7800.00 divided as follows:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Contract Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$146,444.10</td>
<td>September 30, 2023</td>
</tr>
<tr>
<td>$7,800.00</td>
<td></td>
</tr>
<tr>
<td>$154,244.10</td>
<td>September 30, 2023</td>
</tr>
</tbody>
</table>

The change described herein is understood, and the terms of settlement are hereby agreed to:

DSM Dirt Worx
CONTRACTOR

Snyder & Associates, Inc.
ENGINEER

City of Pleasant Hill
OWNER

DATE: 4-26-23

DATE: 05/01/2023

DATE:
DATE: JUNE 13, 2023
TO: MAYOR AND CITY COUNCIL
FROM: RYAN MERRITT, PARKS AND RECREATION MANAGER
SUBJECT: DOANES PARK SPLASH PAD PROJECT CHANGE ORDER NO 2

BACKGROUND:
City Council prioritized the development of a splash pad at Doanes Park and Commercial Recreation Specialists has been awarded the splash pad project. City staff have been working with Snyder & Associates to oversee the project criteria and they have prepared the attached Change Order No. 2 for necessary work. The document includes a cost add for additional conduit from the park restroom to the splash pad cabinet (connecting the virtual control for added safety measures) in the amount of $1,864.71. Staff recommend to move forward with the proposed change order.

Following is a resolution approving the corresponding change order number two.

ALTERNATIVES:
Not approve the resolution. However, the items within the change order are either required or will benefit the long term public interest to complete a quality project.

FINANCIAL CONSIDERATIONS:
Project funds are available.

RECOMMENDATION:
Consider approval of the attached resolution for the Doanes Park Splash Pad project.
RESOLUTION #061323-06

A RESOLUTION APPROVING CHANGE ORDER NO 2
DOANES PARK SPLASH PAD PROJECT

WHEREAS, the City has awarded the Doanes Park Splash Pad project contract to Commercial Recreation Specialists; and

WHEREAS, Snyder & Associates has prepared the attached Change Order No 2 for the Doanes Park Splash Pad project in the amount of $1,864.71;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve Change Order Number Two for the Doanes Park Splash Pad project.

ADOPTED this 13th day of June, 2023.

________________________________________
Mark A. Konrad, Mayor Pro Tem

ATTEST:

________________________________________
Dena Spooner, City Clerk / Finance Director
### Change Order

**Sales Order Number:** 0022749  
**Sales Order Date:** 5/22/2023

**Bill To:**  
City of Pleasant Hill, IA  
5160 Maple Drive  
Suite A  
Pleasant Hill, IA 50327

**Ship To:**  
City of Pleasant Hill, IA  
5160 Maple Drive  
Suite A  
Pleasant Hill, IA 50327

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>/99999 SPLSHPD</td>
<td>Additional conduit Run from Building to Cabinet</td>
<td>1.00</td>
<td>1,864.71</td>
<td>1,864.71</td>
</tr>
</tbody>
</table>

**Notes:**
Please review the above information carefully. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your deposit and approval. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method.

**Net Order:** 1,864.71  
**Freight:** 0.00  
**Sales Tax:** 0.00  
**Order Total:** 1,864.71

Nicole
### Terms and Conditions

1. When Installation or site work is specified in the proposal or quote, site security is not included. The customer is responsible for ensuring security during the project when Commercial Recreation Specialists, Inc. is not present installing the specified system and immediately upon completion of the installation. In the event of vandalism or unexpected damage, Commercial Recreation Specialists, Inc. reserves the right to charge the customer for repairs and/or replacement goods.

2. This proposal or quote may be withdrawn if not accepted within thirty (30) days of its issuance. Commercial Recreation Specialists, Inc. will consider reasonable revisions to this proposal included in the terms of a subcontract provided it accurately incorporates the terms and conditions of this proposal. A proposal or quote not accepted within thirty (30) days will be subject to price escalation for installation materials, equipment, and freight. Commercial Recreation Specialists, Inc. reserves the right to adjust its quoted price if the terms of a related subcontract increase its costs or add to Commercial Recreation Specialists, Inc.’s administrative time of compliance.

3. When Installation or site work is specified in the proposal or quote, all work shall be performed according to industry standards. Areas in which Commercial Recreation Specialists, Inc. installation Team will be working shall be free and clear of all debris and accessible to any/all equipment necessary to perform the proposed work. Commercial Recreation Specialists, Inc. reserves the right to adjust its quoted price if the terms of a related subcontract increase its costs or add to Commercial Recreation Specialists, Inc.’s administrative time of compliance.

4. Unless waived in writing by Commercial Recreation Specialists, Inc., any changes to the scope of work, or the terms and conditions of this proposal shall be performed only after execution of a written change order.

5. Commercial Recreation Specialists, Inc. is not responsible for any delays due to strikes, accidents, weather, acts of God, and/or other delays beyond the control of Commercial Recreation Specialists, Inc. Commercial Recreation Specialists, Inc. is not responsible for any damages due to any of the above or similar causes outside of its control.

6. Commercial Recreation Specialists, Inc. is not responsible for receiving, off-loading, storage, installation, project management or coordination, piping, concrete, surfacing, electrical, plumbing, bonding, bonding payment, geotechnical survey work, excavation, removal of existing materials, removal of debris and packaging material, site restoration, permits or permission stamped drawings or Health department approval unless otherwise specified in the above proposal or quote.

7. The Customer is responsible for inspecting all deliveries for damage, noting any damage on the bill of lading, and notifying Commercial Recreation Specialists, Inc. within one (1) day of receiving.

8. If applicable, sales tax has been included and will only be removed upon presentation of a Tax-Exempt form, Resale Certificate, or Capitol Improvement form. In the event any assertion of a tax-exempt status is later denied by a taxing authority, the buyer will be responsible for the unpaid tax and any penalties and interest charges.

9. Freight shown is an estimate based on current quoted rates and is subject to change. Actual freight costs will be charged at the time of shipment and will be included on the final invoice, applicable, the buyer is responsible for customs fees, duties, or taxes assessed by any port of entry.

10. When Installation or site work is specified in the proposal or quote, Commercial Recreation Specialists, Inc. is not responsible for private or public utility charges to locate services unless otherwise specified in the proposal or quote. Private and public utility efforts to locate services need to be completed and marked before Commercial Recreation Specialists, Inc. arrives on site. Commercial Recreation Specialists, Inc. is not responsible for damage to or repair of unmarked utilities.

11. The Customer is responsible for ensuring the scope of work in the quote or proposal meets all local standards and codes and that all required approvals and permits have been obtained unless otherwise noted in the quote or proposal. This responsibility also extends to any changes requested.

12. Commercial Recreation Specialists, Inc. warrants all its labor and workmanship under the attached proposal's scope of work for a period of one (1) year from the date of substantial completion.

13. Any requested special or custom modifications and/or alterations made to products installed by Commercial Recreation Specialists, Inc. may void and null warranties provided by the manufacturer.
DATE: JUNE 13, 2023

TO: MAYOR AND CITY COUNCIL

FROM: RYAN MERRITT, PARKS AND RECREATION MANAGER

SUBJECT: HICKORY GLEN PARK PAVILION PAYMENT APPLICATION NO. 7

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. 7 has been prepared and reviewed for the project. The attached resolution approves work completed through May 22, 2023 in a total cost of $330,038.51. Following is communication from FEH Design recommending approval of payment application number seven 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 #061323-07

A RESOLUTION APPROVING PAYMENT APPLICATION NO. 7
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. 7 for the Hickory Glen Park Pavilion project in the amount of $330,038.51;

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

ADOPTED this 13th day of June, 2023.

Mark A. Konrad, Mayor Pro Tem

ATTEST:

Dena Spooner, City Clerk / Finance Director
**Application For Payment On Contract**

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>1,102,000.00</th>
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<tbody>
<tr>
<td>Net Change by Change Orders</td>
<td>18,710.00</td>
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<td>Contract Sum to Date</td>
<td>1,120,710.00</td>
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<tr>
<td>Total Complete to Date</td>
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<tr>
<td>Total Retained</td>
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<td>Total Earned Less Retained</td>
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<td>Less Previous Billings</td>
<td>715,050.22</td>
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<tr>
<td>Current Payment Due</td>
<td>330,038.51</td>
</tr>
<tr>
<td>Balance on Contract</td>
<td>75,621.27</td>
</tr>
</tbody>
</table>

**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.

**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 ................................................... $330,038.51

**ARCHITECT:**

By: _______________________________ Date: 6-2-2023

---

Terms: Invoices are due and payable 21D 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.
### PROGRESS BILLING

**Application:** 7  
**Period:** 05/22/2023

#### 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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<td>117,390.41</td>
<td>81,891.18</td>
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<td>100.00</td>
<td>5,869.52</td>
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<td>2 - Site Work</td>
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<td>48,550.00</td>
<td>48,550.00</td>
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DATE:       JUNE 13, 2023
TO:         MAYOR & CITY COUNCIL
FROM:       MADELINE STURMS, AICP, CPM
            ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT:    UPDATED UNION CONTRACT WITH EMPLOYEES
            REPRESENTED BY TEAMSTERS #238

BACKGROUND:
The current City agreement with the police and public works union and the Teamsters Local #238 ends on June 30, 2023. City council previously considered the updated contract at the April 25, 2023 meeting following negotiations. The attached contract includes updates and clarifying language in the Police section related to the School Resource Officer and K-9. The purpose of this agenda item is to consider the approval of the attached updated two-year contract to expire June 30, 2025. This contract has already been reviewed and approved by the membership and will be effective upon approval by the Council. Following is a resolution to approve the contract.

ALTERNATIVES:
Not approve the contract changes.

FINANCIAL CONSIDERATIONS:
The updates do not have any additional fiscal impact beyond the original contract which includes an 8% COLA adjustment for the upcoming fiscal year.

RECOMMENDATION:
Approval of the resolution for an update to the two-year union contract with Teamsters Local #238.
RESOLUTION #061323-08

A RESOLUTION APPROVING THE UPDATED UNION AGREEMENT BETWEEN THE CITY OF PLEASANT HILL, IOWA, AND THE POLICE DEPARTMENT, PUBLIC WORKS DEPARTMENT AND PARKS AND BUILDING DIVISION, AND TEAMSTERS LOCAL UNION 238 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

WHEREAS, the Pleasant Hill City Council has reviewed and wishes to approve the updated union agreement between the City of Pleasant Hill, Iowa, Police Department, Public Works Department, Parks Division, Building Division, and the Teamsters Local Union 238;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pleasant Hill, Iowa that this agreement with Teamsters Local Union 238 dated July 1, 2023 to June 30, 2025 is hereby approved.

ADOPTED June 13, 2023.

________________________________________
Mark A. Konrad, Mayor Pro Tem

ATTEST:

________________________________________
Dena Spooner, City Clerk/Finance Director
AGREEMENT

BETWEEN

CITY OF PLEASANT HILL, IOWA

AND

TEAMSTERS LOCAL UNION 238 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

THROUGH JUNE 30, 2025
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<td>TERMS OF AGREEMENT</td>
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ARTICLES IN COMMON

ARTICLE 1 - RECOGNITION
THIS AGREEMENT entered into by the CITY OF PLEASANT HILL, IOWA (hereinafter referred to as the City) and the TEAMSTERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the Union).

Pursuant to, and in accordance with, all applicable provisions of the Public Employment Relations Act of the State of Iowa (hereinafter referred to as the Act), and in recognition of the Public Employment Relations Board's certification of said Union, the City does hereby recognize the Union during the term of this Agreement for all employees of the City.

INCLUDED: All full-time and regular part-time employees of the City of Pleasant Hill in the Police Department, Public Works Department, Parks and Recreation Division and Building Division.

EXCLUDED: City Manager, Assistant City Manager, Community Development Director, Public Works Director, Assistant Public Works Director, Public Works Operation Manager, City Clerk, Finance Director, Chief of Police, Captain, Lieutenant, Sergeant, Fire Chief, Assistant Fire Chief, division supervisors including Building Official and Senior Building Inspector, Park and Recreation Manager, Park Superintendent, clerical employees including the Community Development Clerk, Associate Planner, Senior Planner, Storm Water Coordinator, Economic Development Specialist, Communications Specialist Public Works Administrative Assistant and all others excluded by Iowa Code, Section 20.4.

ARTICLE 2 - NON-DISCRIMINATION IN EMPLOYMENT
The parties agree to comply with the terms and conditions of the Americans with Disabilities Act. The parties agree further that exceptions to this agreement may have to be made in order to comply with the Americans with Disabilities Act.

ARTICLE 3 - UNION-MANAGEMENT RELATIONS
All formal negotiations, or bargaining, with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City. Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representative of the parties.

ARTICLE 4 - MANAGEMENT RIGHTS
Except as prohibited by law or specifically modified by this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal management, and hereby reserves and retains all such customary powers, authority and prerogatives. It is expressly recognized, by way of illustration and not limitation, that such customary powers and authority include all those as listed in Section 7 of the Act - Public Employer Rights.

ARTICLE 5 - UNION RIGHTS
The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the City; however, nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

ARTICLE 6 - DISCIPLINE AND DISCHARGE
Section A. Purpose and Scope. Both parties of this Agreement recognize that a certain amount of discipline is necessary for the efficiency of the operation. Therefore, these certain penalties for
infractions of rules and policies have been agreed upon and may include any of the following: Oral counseling; written warning; suspension with loss of pay; demotion; and discharge.

**Section B. Suspension, Demotion and Discharge.** When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants it, the City may suspend, demote, or dismiss the employee for just cause.

**ARTICLE 7 - FUNERAL LEAVE**
Upon approval of the Department Director may grant a paid leave of absence up to five (5) days for the death of a parent, spouse or child and up to four (4) days for the death of parents of spouse, sibling, sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandparents and grandchildren. Step and Foster relationships are included in the above. Only days absent which would have been compensable workdays will be paid. Funeral leave is not accrual.

Department directors may grant a paid leave of absence up to five days to parents in the event of a miscarriage.

**ARTICLE 8 - LAYOFF AND RECALL**
**Section A. Advance Notice.** In the event a reduction in force becomes necessary, the City agrees to provide affected employees as much advance notice as is administratively practical; however, the City, at its discretion, shall provide a combination of at least thirty (30) calendar days’ notice or pay for regularly scheduled hours.

**Section B. Order of Layoff.** Whenever it becomes necessary for employees of a specific class to be laid off because of lack of work, lack of funds, or reorganization, the order of layoff shall be as follows:

1. Temporary appointees
2. Probationary employees
3. Regular employees in reverse order of their seniority as defined in this Agreement, provided that the remaining employees have the qualificationsand skills to perform the necessary work.

Employees so laid off shall be eligible to be reinstated on the basis of their seniority, provided that they are still qualified and able to perform the work. When an employee is notified to return to work, satisfactory arrangements to do so must be made by the employee within five (5) working days of notification or said employee will be automatically removed from the re-employment list.

**ARTICLE 9 - INSURANCE**
The City will pay the premium of the following insurance benefits.

1. Health
2. Dental
3. Life
4. Long-term disability
5. Drug
6. Vision

All Employees will contribute 10% of the premium of the insurance plan they are provided coverage.
Once an Employee reaches 65 years of age and has been moved to Medicare, the City will pay for a Supplemental Plan that the Employee selects.

The insurance program referred to in this Agreement shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

The parties agree to develop an insurance committee that will meet quarterly to review the current coverages and the related costs.

Retirement Health Policy
To assist the City employees to retire prior to age 65 or being eligible for Medicare, the City Council hereby approves the following policy.

GUIDELINES
The City shall provide major medical health insurance for an employee and their spouse, if applicable, if the following guidelines are met.

1. The employee is at least 63 years of age.
2. The employee has been employed by the City as a full-time employee and covered by the City's health insurance plan for a minimum of 15 years.
3. The employee's spouse will be covered if they have been on the City's health insurance policy for a minimum of two years immediately prior to the employee retirement.

BENEFIT:
1. The City will pay the cost of the major medical health insurance that is in place for City employees and spouse if applicable, until that employee reaches the age of 65 or becomes eligible for Medicare, whichever comes first.
2. The employee will be responsible to pay the portion of the major medical health insurance premium at the same level that other City employees pay who work within their department.

LIMITATIONS:
1. The City will not provide dental or vision coverage although the employee may choose to continue that coverage through COBRA at their own expense.
2. The employee is not eligible for the Health Reimbursement Account (HIRA) reimbursement or the flexible benefit program.
3. The agreement shall cease if the employee becomes deceased, when the employee becomes eligible for Medicare, or if the employee obtains health insurance coverage through another means such as a spouse's employer or a new employer. The cessation of the agreement applies even if the spouse was covered by the agreement with the City.

PROCEDURE:
1. The employee must make a written request to the City Manager for coverage under this policy. The City Manager shall prepare an agreement that will be presented to the City Council for consideration after it is signed by the employee.
2. This policy is subject to the availability of funding in the City's budget and maybe revised or cancelled at any time by the Pleasant Hill City Council.

ARTICLE 10 – DEFERRED COMPENSATION
The City offers a deferred compensation program to employees and will match up to one percent (1%) of an employee’s wages.
ARTICLE 11 - MILEAGE
When a city employee is entitled to be paid for expenses in performing a public duty, a charge shall be made, allowed and paid for the use of an automobile at the rate established by the IRS.

ARTICLE 12 - NO STRIKE/NO LOCKOUT
The parties agreed to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its officers or agents nor any of the employees covered by this Agreement, shall violate Sections 10 or 12 of the Iowa Public Employment Relations Act.

ARTICLE 13 - ENTIRE AGREEMENT AND WAIVER CLAUSE
This agreement supersedes and cancels all previous agreements and practices between the city and the employee organization, unless expressly stated to the contrary herein, and together with any mutual agreed to amendments, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement, each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement during its term.

ARTICLE 14 - SAVINGS
If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful of unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 15 - PREGNANCY AND CHILDBIRTH LEAVE
All employees are eligible for six weeks of paid leave for the birth or adoption of a child. This leave is available to both parents. This leave runs concurrently with leave available under the Family Medical Leave Act.

Further, if an employee is not eligible for Family Medical Leave, the Iowa Civil Rights Act provides for unpaid leave to employees who are temporarily disabled because of pregnancy or related medical conditions. Thus, after the six weeks of paid leave has expired, if the employee is not eligible for Family Medical Leave, employees are entitled to leave for the period of temporary disability or for a total of 8 weeks (i.e., two weeks in addition to the 6 weeks of paid leave), whichever is less.

Lactation
The City will provide reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child’s birth each time the employee has the need to express the milk. The employee must communicate with her supervisor regarding the timing of the breaks. Employees who use break time to express milk will be compensated in the same way as other employees are compensated for break time. The City will provide a place, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public for the expression of breast milk.
POLICE SPECIFIC ARTICLES

ARTICLE 16 - HOURS OF WORK

The purpose of this Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours or work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

The normal work schedule for the Police Department Patrol Division shall consist of five (5) consecutive nine (9) hour workdays on and three (3) days off. The schedule may be changed at the discretion of the chief. The Police Chief shall meet with the union prior to any change. The Normal Schedule for School Resource Officer shall be Monday through Friday during normal school hours. The schedule for Detectives and SROs shall be to work eight and a half hours Monday through Friday.

If an employee is provided less than twelve (12) hours’ notice before being required to work a double shift, then the employee will receive double time—except in cases where the employee is assigned to cover for the unexpected absence of another employee.

Overtime

All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments. Overtime assignments will be made in such a way that the functions of the city service will be most effectively completed. If an employee chooses to flex the workday, with the supervisor's approval, or chooses any hourly leave, overtime will not be applicable until the normal regular number of hours have been worked in that day.

All compensable overtime must be performed at the direction of the Police Chief or his designee. Overtime for officers covered by this agreement shall be paid either in cash or compensatory time, at the rate of time and one-half (1 ½) the employee’s straight time hourly rate for hours worked in excess of one hundred and seventy-one hours in a twenty eight day period (28). Overtime is worked by a regular employee in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled hours of work per day.

The choice between cash or compensatory time will be at the discretion of the employee. No more than eighty (80) hours of compensatory time may be accrued at any one time without written approval of the Police Chief. The Chief, at his discretion may require an employee to use their compensatory time. In June, the Employer will pay for all but 45 hours of compensatory time except Detectives and SROs.

Sick Leaves, compensatory time, holidays, and vacation time shall not be counted as working time for the purpose of determining overtime. Except in emergency, any work in excess of the normal work period must be approved in advance by the employee’s immediate supervisor.

School Resource Officer

The purpose of this section is to establish working rules and guidelines for the School Resource Officer. The pay rate shall be the same as a patrol officer, in accordance with the contract. The selection guidelines shall be: 1. The ability to perform the job and, 2. The employee must be off probation for long-term assignment to the school. This does not preclude the ability of Police Administration to make a temporary assignment as staffing needs require. Assignment will be done based on seniority with the list starting at the highest ranking and working down. The order of the list and the next due officer to be assigned will remain the same as it is at the time of this re-writing.

The special assignments within the Department that will not be eligible to be assigned at the School...
will be: DEA, K9, Detectives, and any member of command staff.

Temporary assignment will be understood to be a single semester within the school year. If an officer is assigned as the Temporary SRO officer, in the middle of a school semester, at the end of the semester, the assigned officer’s term will end and the next eligible officer will be assigned. If he/she is asked by the Chief of Police to stay in the temporary position, the requested officer’s consent is required for continued assignment as the temporary SRO.

The SRO shall be allowed to accumulate 200 hours of comp time in a bank. All hours earned in association with SRO duties will not be eligible to be paid out in cash (termination exception applies). Overtime hours earned outside of SRO duties will be eligible to be paid out in cash or time, i.e., s.t.e.p, patrol, etc.

SRO will be in uniform unless prior approval of supervisor, and the uniform allowance shall be administered in the same manner. SRO will be allowed to utilize a city owned vehicle for travel between the assignments.

When school is in session, the SRO regular hours of work shall be 8.5 hours per day Monday through Friday, 0700 hours to 1530 hours with one (1) hour designated as a lunch break. Any hours outside of this will be compensated at the overtime rate deposited into the comp bank. A call out minimum of two (2) hours will apply.-When school is out of session for summer recess or holidays, the Chief of Police will determine the assignment of the SRO. The needs of the department will be the factor used when determining assignment and hours.

SRO will coordinate all school-related off-duty requests, per departmental rules.

The yearly bid process will allow for the SRO to bid out and return to their previous seniority allowing a new SRO to be selected.

Detectives
The position shall be allowed to accumulate 200 hours of comp time in a bank. 1 hour of straight time shall be paid out or accumulated as comp time, as determined by the employee, for each day they are on call, unless called in for service, then revert to pay schedule. Overtime hours earned will be eligible to be paid out in cash or time. Employees will, if staffing allows, be able to flex-time in lieu of overtime as approved by the Chief of Police or designee. Criminal Investigation Squad members will be required to flex their days off if applicable to meet training requirements in lieu of accruing overtime. A take home car will be assigned if the Chief believes it is necessary.

Subpoena Pay
Employees subpoenaed in a criminal action shall be paid their straight time hourly rate for all hours worked during their regular scheduled work shift. However, if they are paid any money by the court for being subpoenaed, this money shall be turned over to the city.

All hours worked during their scheduled days off shall be compensated for a minimum of three (3) hours. Mileage will be paid in accordance with set standards. The mileage for city charges will be reimbursed by the city. State charges will be reimbursed by the Clerk of Court's office. Employees subpoenaed in a civil action not involving the City, will not be compensated by the employer for time spent under the subpoena.

**ARTICLE 17 - PROBATIONARY PERIOD**
All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the training process as follows:
a. Probationary employees may be separated for any cause by the City during their probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.

b. A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period, shall be reinstated in his/her former position.

c. All regular full-time probationary employees shall be entitled to all the fringe benefits, except they may not avail themselves of grievance procedures.

The probationary period for Police personnel shall be one (1) year after start of employment or successful completion of an approved Law Enforcement Academy, whichever is later.

**ARTICLE 18 – PERFORMANCE APPRAISALS**

Section 1. Purpose. It is agreed that an employee performance evaluation shall be used for the purpose of improving an employee’s individual performance, acknowledging an employee’s accomplishments and to provide an opportunity for an employee to improve in a designated area of substandard performance.

Section 2. Evaluation Provisions. The parties agree that any evaluation appraisal system used by the City be carried out in a uniform manner. The following are the provisions of the system:

A. An annual evaluation of all permanent employees in reference to the standard of work performance required shall be completed by the Chief or their designee. This evaluation shall include a discussion between the employee and the Chief or their designee for the purpose of determining goals and evaluating progress toward better performance and personal development. A memorandum record of the results of these discussions shall be forwarded to the Chief or their designee on the forms prescribed.

B. Each employee shall be given a copy of the evaluation form and provided an explanation for the basis for the rating.

C. Every employee evaluation form shall be signed by the employee.

D. Every employee evaluation form shall be made part of the employee’s personnel file.

Section 3. Exception by the Employee. In the event of an employee disagreement with the performance evaluation received, the employee may request a meeting with the Chief or their designee. The purpose of this meeting is to discuss the rating and provide the employee with an opportunity to discuss the area(s) of disagreement. And to allow the Chief or their designee to revise the original evaluation as a result of such discussion.

Section 4. Feedback. In the event an employee is given feedback regarding improvement in any area of the review, the Chief or designee will determine goals needed to accomplish improved performance. If the employee disagrees with the rating he/she may so indicate in the space provided on the evaluation form.

**ARTICLE 19 - GRIEVANCE PROCEDURE**

Section A. Definition. A grievance shall be defined as a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:
Section B. Procedure. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances may be presented at the first step of the procedure within ten (10) working days of the incident giving rise to the complaint. The procedure is as follows:

Step 1. An employee shall discuss an alleged grievance orally with their immediate supervisor within ten (10) working days of the incident, in an effort to resolve the problem in an informal manner. The supervisor has ten (10) working days to respond.

Step 2. Within ten (10) workdays after the decision in Step 1, or if no decision has been made within ten (10) workdays of the informal conference, the employee shall then present the written grievance to his/her Lieutenant. The grievance shall state clearly the nature of the grievance, shall note the specific clause or clauses violated. Such Lieutenant shall respond in writing within ten (10) working days.

Step 3. Within ten (10) working days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the Chief, who shall respond within ten (10) working days.

Step 4. Within ten (10) working days after the decision in Step 3, or if no timely decision has been made, the employee shall then present the written grievance to the City Manager, who shall respond within ten (10) working days.

Step 5. If not resolved, the grievance may be submitted to arbitration within ten (10) working days after the decision in Step 4, or, if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the city manager. Such notice shall specify the sections of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of five arbitrators and, by alternately striking names, an arbitrator will be selected.

Section C. Limitations. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator’s fees and expenses shall be shared equally by the Employer and the Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal. The City shall not participate in any further appeal of a grievance if an employee fails to comply with the specified time limits. If employee takes any other action for a violation under this Agreement, then all rights under this grievance procedure will be waived and no grievance will be pursued.

All written grievances must be signed by the affected employee(s). Employees are entitled to Union representation at all steps in the grievance procedure. When necessary, employees and their representatives, if an employee of the City, shall be released from work without loss of pay for a reasonable time for the investigating and settling of grievances, provided the Supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this Section may be extended by mutual agreement.
ARTICLE 20 - SICK LEAVE

Section A Eligibility. All regular full-time employees shall be eligible for paid sick leave.

Section B. Accrual. Sick leave shall be accrued as follows:

1. Sick leave shall be accrued for all regular full-time employees at the rate of one (1) work day for each month of service, up to one hundred twenty (120) days.

Section C. Usage. Sick leave shall be granted under the following circumstances:

1. Physical incapacity not incurred in the line of duty;
2. Personal illness which occurs during working hours; and
3. Enforced quarantine of employee in accordance with community health regulations.
4. Three (3) workdays of sick leave per fiscal year may be used in the event of a family illness. The immediate family is defined as employee's parents, employee's spouse, employee's spouse's parents, employee's children, employee's siblings, and employee's grandparents.

Section D. Administration. Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty;
2. Sick leave shall be chargeable only when used on regular scheduled work days or work periods;
3. A medical certification may be required by the department head for substantiation of the need for sick leave.

ARTICLE 21 - SENIORITY

Seniority is determined by the length of continuous, unbroken service as a regular full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave in the interest of the City, or as otherwise authorized by the City) in excess of thirty (30) cumulative working days per year shall be deducted from the employee's time of seniority.

Seniority shall prevail in so far as shifts, vacations, layoffs, and rehiring is concerned. The department director will have the discretion to assign probationary employees to any shift for training purposes in the best interest of the department. There will be no bumping allowed during the term of the Agreement.

For new employees, the chief has the discretion to assign that employee to any shift for training purposes during his/her probationary period.

In the event that it is necessary to reduce the number of employees, they shall be laid off in accordance with their seniority rights. Shift bidding for police officers shall occur once a year ON December 15th, to take effect the following July 1st.
Vacancies and shifts will be posted and available for bidding. The new shift will be posted for ten (10) calendar days. At the end of the period, the employee with the most seniority will receive the bid.

Employees requesting to exchange bid shifts will first submit written request to their immediate supervisors. The supervisors will, in turn, forward the request with recommendations to the police chief, who will be the final approving authority.

ARTICLE 22 - VACATION

Section A. Accrual. Vacation leave shall be accrued as follows:
1. Vacation leave for all regular full-time employees shall be:

<table>
<thead>
<tr>
<th>Vacation Per Year:</th>
<th>During Years of Continuous Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) week (40 hours)</td>
<td>One (1) year</td>
</tr>
<tr>
<td>Two (2) weeks (80 hours)</td>
<td>Two (2) years</td>
</tr>
<tr>
<td>Three (3) weeks (120 hours)</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>Four (4) weeks (160 hours)</td>
<td>Ten (10) years</td>
</tr>
<tr>
<td>Five (5) weeks (200 hours)</td>
<td>Twenty (20) years</td>
</tr>
</tbody>
</table>

2. The employee’s date of employment will be his/her anniversary date.
3. Accrual will be bi-weekly.

Section B. Administration. Vacation leave shall be administered as follows:

1. On January 15th of each year, to take effect on July 1st, the vacation calendar will be passed around twice to all employees, starting with the most senior employee of each department classification.

2. When each employee receives the calendar, they will have three days upon receipt of the calendar to write down up to two weeks of vacation request.

3. When the calendar has passed through each employee in each classification, it will be passed around a second time, based on seniority, to each employee in each department classification to allow employees to request an additional week of vacation.

4. After the second passing of the vacation calendar, the remaining leave time may be taken in week, day, or hourly increments. All remaining leave time will be awarded on a first-come basis.

5. An employee choosing to use a third or fourth week of vacation shall give fourteen (14) days’ advance notice. All other requests to use leave time will be requested with at least two (2) days’ advance notice.

6. All leave time shall be subject to the approval of the Chief, or their designee and the City shall attempt to respond to all leave requests within two (2) days. In approving such a schedule, the department director shall consider the needs of the city service and the seniority and wishes of the employee.

7. When a holiday occurs during the employee’s assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
8. Employees may not carry forward more than their annual entitlement at their hiring date
anniversary.

9. Earned but unused vacation will be paid upon termination after twelve (12) months of
service.

ARTICLE 23 - HOLIDAYS

Section A. Designated Holidays. The following twelve (12) paid holidays will be observed by the
City:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Martin Luther King Day
- Two (2) Personal Days

Section B. Eligibility. Only regular full-time employees shall be eligible for paid holidays. An
employee must take personal days by the end of the fiscal year (June 30). Personal days cannot
be carried over from one year to the next. Failure of an employee to take personal days will result
in the employee losing these days.

Section C. Holidays. Full-time employees who work on a scheduled holiday shall be paid at
the rate of time and one-half (1 ½) the regular hourly rate of pay for all hours worked on the
holiday plus eight (8) hours straight time pay for the holiday. An employee who is assigned
to work a holiday shall be paid at the rate of two times (2) the regular hourly rate of pay for
all hours worked on the holiday plus eight (8) hours straight time pay for the holiday. With prior
approval of the employer, an employee required to work on the actual holiday may, in lieu of
holiday pay, receive compensatory time off for the holiday. This is subject to the eighty (80)
hour limit on compensatory time. Holiday pay will be provided only on the actual holiday. The
City reserves the right to send an employee home on a holiday.

ARTICLE 24 - CLOTHING ALLOWANCE

All uniform and shoes for the police personnel will be provided by the city as deemed appropriate by
the chief of police. The city will provide each officer up to $700.00 per year for uniform clothing or
articles. Each officer must obtain prior approval of the chief or his/her designee for any clothing or
articles the officer wishes to purchase and submit a proper billing or receipt showing the item
purchased and cost in order to receive payment. Each officer may select the supplier of such
article.

The city will furnish all necessary equipment to members of the Collective Bargaining Unit during the
term of this contract. Equipment provided will remain the property of the city except in cases where
it is replacing personal equipment damaged on the job. All officers shall provide their own duty
weapon.

ARTICLE 25 - WAGES, JOB CLASSIFICATIONS

YEAR 1 - 8% across the board wage increase.

YEAR 2 - 6% across the board wage increase.

The City retains the right to hire and advance an employee at a rate commensurate with the
applicant's (employee) qualifications and experience.
ARTICLE 26 - K-9 PROGRAM

The working rules and guidelines in relation to the position of STAR team member assigned as a K9 handler are:

1. The pay rate shall be in accordance with the contract, plus an additional $2,400 to the K9 handler for care and maintenance of the K9.
2. The selection guidelines shall be the ability to perform the job and Chief Selection
3. The positions shall be allowed to accumulate 200 hours of comp time in a bank
4. Overtime hours earned will be eligible to be paid out in cash or time.
5. Employees will, if staffing allows, be able to flex-time in lieu of overtime as approved by the Chief of Police or their designee.
6. If a member of STAR is the K-9 handler, he/she will be required to flex their days off if applicable to meet training requirements in lieu of accruing overtime.
7. Incapability to meet on call staffing requirement, i.e.; vacation, illness, emergency, will require Pleasant Hill team members to flex to meet on call needs.
8. Employees will be assigned a take home car, provided the employee lives within 20 miles of Pleasant Hill and there is only one K9 handler employed by the City. The employee will be required to follow both city and department policies concerning take-home vehicles. The mileage rate paid will be determined by the annual deduction allowed by the IRS. If an additional K-9 position is created by the city, the k-9 vehicle will be shared by the officers assigned and the vehicle will be stored at the Police Station. In this situation a take home vehicle will no longer be provided by the city.
9. Equipment for the well-being of the K9 will be provided by the City, as determined by the Chief of Police.

10. There will be one position on each designated patrol shift with the shift currently designated as the 3rd or afternoon shift being the K9-STAR position.
   a. This may be flexed based on the needs of the department as determined by the Chief of Police.
      i. The other two shifts will bid based upon seniority of hire date.
      ii. Current STAR shifts will remain in effect to honor the no bumping clause.
      iii. Should a currently held STAR shift be opened for any reason the STAR members will bid accordingly.
      iv. K-9 Star may work other shifts as a temporary assignment; this will not be done to alleviate patrol shifts overtime vacancy.

**ARTICLE 27 - STAR PROGRAM**

The working rules and guidelines in relation to the position of STAR team members are:

1. The pay rate shall be in accordance with the contract.
2. The selection guidelines shall be the ability to perform the job and Chief's Selection.
3. The positions shall be allowed to accumulate 200 hours of comp time in a bank.
4. 1 hours of straight time shall be paid out or accumulated as comp time, as determined by the employee, for each day they are on call, unless called in for service, then revert to pay schedule.
5. Overtime hours earned will be eligible to be paid out in cash or time
6. Employees will, if staffing allows, be able to flex-time in lieu of overtime as approved by the Chief of Police or their designee.
7. STAR team members will be required to flex their days off if applicable to meet training requirements in lieu of accruing overtime.
8. Incapability to meet on call staffing requirement, i.e.; vacation, illness, emergency, will require Pleasant Hill team members to flex to meet on call needs.
9. The City will maintain a car at the Police Station for the department member assigned to the Metro STAR team. The member on call, if she/he so chooses can come to the Police Station to pick-up the car prior to responding to the Metro STAR office.

**PUBLIC WORKS SPECIFIC ARTICLES**

**ARTICLE 28 - HOURS OF WORK**

The purpose of this Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

The normal work week for regular full-time public works and community development employees will be forty (40) hours. Public Work's employees' workweek shall normally consist of five (5) consecutive days each, including eight (8) hours of work per day. Thenormal workday for the streets and utilities; and park and recreation divisions is agreed to be from 7:00 AM to 3:30 PM. It is agreed that there are times when the start and end times for a shift will be outside of the normal workday as defined, it will not be a violation of this Agreement for the city to have as many employees as needed work at hours other than those defined when necessary to perform the needed work.

**Overtime**

Section A. Definition. Overtime is time properly authorized and worked by a permanent employee in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled hours of work.
per day. Community development and public works employees shall be paid double time for all unscheduled hours worked on Sunday. Overtime assignments are not required to be given out based solely on seniority. (this changes is to conform with the call-in changes below)

Section B. Procedure. All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments. Overtime shall be at the rate of time and one-half (1 ½) for hours worked in excess of any workday (or what is considered to be a workday if a different schedule is developed by the department head) and forty (40) hours in any workweek. Overtime shall not be paid more than once for the same hours worked.

Regular full-time employees shall normally be given preference in overtime assignments. In all cases, however, overtime assignments will be made in such a way that the functions of the city service will be most effectively completed. All compensable overtime must be performed at the direction of the department director or his designee. Overtime may be filled by part-time employees. If an employee chooses to flex the workday, with the supervisors’ approval, or chooses any hourly leave, overtime will not be applicable until the normal regular number of hours have been worked in that day.

Overtime for employees covered by this agreement shall be paid either in cash or compensatory time, at the rate of time and one-half (1 ½) the employee’s straight time hourly rate for all overtime hours. The choice between cash or compensatory time will be at the discretion of the employee. No more than eighty (80) hours of compensatory time may be accrued at any one time without written approval of the department head and City Manager. The department head and city manager, at his discretion may require an employee to use their compensatory time. Employees may, at the discretion of the department head, cash in up to twenty hours of compensatory time once each fiscal year.

Sick Leaves, compensatory time, holidays, and vacation time shall be counted as working time for the purpose of determining overtime. Except in emergency, any work in excess of the normal work period must be approved in advance by the employee’s immediate supervisor.

Call-In Pay. An employee called into work outside his/her normal workday, shall be guaranteed a minimum of two (2) hours straight time pay or time and one half (1 ½) for all hours worked, whichever is higher.

ARTICLE 29 - PROBATIONARY PERIOD
All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process as follows:

A. A Probationary employees may be separated for any cause by the City during their probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.

B. A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period, shall be reinstated in his/her former position.

C. Regular full-time probationary employees shall be entitled to all the fringe benefits, except they may not avail themselves of grievance procedures.
The probationary period for community development and public works employees shall be twelve (12) months. The employee must possess all necessary licensing requirements or certification, if any is required, for the position within thirty (30) days of employment.

**ARTICLE 30 - GRIEVANCE PROCEDURE**

**Section A. Definition.** A grievance shall be defined as a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

**Section B. Procedure.** The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances may be presented at the first step of the procedure within five (5) working days of the incident giving rise to the complaint. The procedure is as follows:

**Step 1.** An employee shall discuss an alleged grievance orally with their immediate supervisor within five (5) working days of the incident, in an effort to resolve the problem in an informal manner. The supervisor has five (5) working days to respond.

**Step 2.** Within five (5) workdays after the decision in Step 1, or if no decision has been made within five (5) workdays of the informal conference, the employee shall then present the written grievance to his/her Supervisor. The grievance shall clearly state the nature of the grievance, shall note the specific clause or clauses violated. Such Supervisor shall respond in writing within five (5) working days.

**Step 3.** Within five (5) working days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the City Manager, who shall respond within five (5) working days.

**Step 4.** If not resolved, the grievance may be submitted to arbitration within five (5) working days after the decision in Step 3, or, if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the city manager. Such notice shall specify the sections of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of five arbitrators and, by alternately striking names, an arbitrator will be selected.

**Section C. Limitations.** The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator's fees and expenses shall be shared equally by the Employer and the Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, if desired. The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal.

All written grievances must be signed by the affected employee(s). Employees are entitled to Union representation at all steps in the grievance procedure.
When necessary, employees and their representatives, if an employee of the City, shall be released from work without loss of pay for a reasonable time for the investigating and settling of grievances, provided the Supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this Section may be extended by mutual agreement.

**ARTICLE 31 – SICK LEAVE**

**Section A. Eligibility.** All regular full-time employees shall be eligible for paid sick leave.

**Section B. Accrual.** Sick leave shall be accrued as follows:

1. Sick leave shall be accrued for all regular full-time employees at the rate of one (1) workday for each month of service, up to one hundred twenty (120) days.
2. Upon retirement, in accordance with IPERS eligibility, the employee may elect to "sell back" to the City, at 50% value, any accrued sick days over thirty (30), which is payable upon separation.

**Section C. Usage.** Sick leave shall be granted under the following circumstances:

1. Physical incapacity not incurred in the line of duty;
2. Personal illness which occurs during working hours; and
3. Enforced quarantine of employee in accordance with community health regulations.
4. Twenty-four (24) hours of sick leave per fiscal year may be used in the event of a family illness. The immediate family is defined as employee's parents, employee's spouse, employee's spouse's parents, employee's children, employee's siblings, and employee's grandparents.
5. To provide care for a child due to illness or injury.

**Section D. Administration.** Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is irregularly scheduled to report for duty;
2. Sick leave shall be chargeable only when used on regular scheduled workdays or work periods;

A medical certification may be required by the City to substantiate the need for sick leave.

**ARTICLE 32 - SENIORITY**

Seniority is determined by the length of continuous, unbroken service as a regular full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave in the interest of the City, or as otherwise authorized by the City) in excess of thirty (30) cumulative working days per year shall be deducted from the employee's time of seniority.

Seniority shall prevail, insofar as, vacations, snow plowing, overtime, layoffs, and rehiring is concerned.

All vacancies and newly created positions and promotional opportunities will be posted.

**ARTICLE 33 - VACATION**

**Section A. Accrual.** Vacation leave shall be accrued as follows:

1. Vacation leave for all regular full-time employees shall be:
Vacation Per Year:  
| One (1) week (40 hours) | One (1) year |
| Two (2) weeks (80 hours) | Two (2) years |
| Three (3) weeks (120 hours) | Five (5) years |
| Four (4) weeks (160 hours) | Ten (10) years |
| Five (5) weeks (200 hours) | Twenty (20) years |

2. The employee's date of employment will be his/her anniversary date.
3. Accrual will be bi-weekly.

Section B. Administration. Vacation leave shall be administered as follows:
4. All vacation leaves and schedules must be approved by the department director. In approving such a schedule, the department director shall consider the needs of the city service and the seniority and wishes of the employee.
5. Vacation leave shall be charged, as used, in amounts of not less than one (1) hour increments.
6. When a holiday occurs during the employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.
7. Employees may not carry forward more than their annual entitlement at their hiring date anniversary. Employees may carry over an additional one week over their annual entitlement with the authorization of their department director and City Manager.
8. Earned but unused vacation will be paid upon termination after twelve (12) months of service.

ARTICLE 34 - HOLIDAYS
Section A. Designated Holidays. The following twelve (12) paid holidays will be observed by the City:

| New Year's Day         | Day after Thanksgiving |
| Memorial Day           | Christmas Eve Day      |
| Independence Day       | Christmas Day          |
| Labor Day              | Martin Luther King Day |
| Veteran's Day          | Two (2) Personal Days  |
| Thanksgiving Day       |                          |

Section B. Eligibility. Only regular full-time employees shall be eligible for paid holidays. In those cases where the holiday falls on a Saturday, the holiday shall then be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday shall then be observed on the following Monday. If Christmas falls on a Monday, the holidays will be observed on Monday and Tuesday. When a holiday comes during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

An employee must take personal days by the end of the fiscal year (June 30). Personal days cannot be carried over from one year to the next. Failure of an employee to take personal days will result in the employee losing these days.

Section C. Holidays. Full-time employees who work on holidays shall be paid at the rate of two (2) times the regular hourly rate of pay for all hours worked on the holiday plus eight (8) hours straight time pay for the holiday. With prior approval of the employer, an employee required to work on the actual holiday may, in lieu of holiday pay, receive compensatory time off for the holiday. This
is subject to the eighty (80) hour limit on compensatory time. Holiday pay will be provided only on the actual holiday. For example, if the 4th of July is on a Saturday, but is observed on a Friday, an employee would not receive premium pay for work on Friday. The City reserves the right to send an employee home on a holiday.

**ARTICLE 35 – EQUIPMENT**
The city will furnish all necessary equipment to members of the Collective Bargaining Unit during the term of this contract. Equipment provided will remain the property of the city except in cases where it is replacing personal equipment damaged on the job.

The City will contribute Three Hundred Dollars ($300.00) to each community development and public works employee for safety shoes on the anniversary date of the employee’s employment to replace the original issue. The community development and public works employees are required to wear said safety shoes while on duty.

**ARTICLE 36 - WAGES, JOB CLASSIFICATIONS**

YEAR 1 - 8% across the board wage increase.

YEAR 2 - 6% across the board wage increase.

The City retains the right to hire and advance an employee at a rate commensurate with the applicant's (employee) qualifications and experience.
ARTICLE 37 - SUPPLEMENTAL PAY

Employees who retain a certification required by their department head for the following will receive annual premium pay of $250.00 per year. Provided however, the certification must relate to their specific job classification and the payment must have prior approval from his/her Department Head.

1. Pesticide license
2. Residential Building Inspector
3. Residential Electrical Inspector
4. Residential Mechanical Inspector
5. Residential Plumbing Inspector
6. Commercial Building Inspector
7. Commercial Electrical Inspector
8. Commercial Mechanical Inspector
9. Commercial Plumbing Inspector
10. Accessibility Inspector/Plans Examiner
11. Fire Inspector I / II
12. Herbicide
13. Certified Park and Recreation Professional
14. A journeyman mechanic will receive $600 per year.
15. Class A CDL
ARTICLE 38 - LONGEVITY

Regular full-time employees who have performed continuous service for the required number of years shall be eligible to begin receiving longevity pay at the beginning of the payroll period in which the required number of years have been completed. Eligible employees shall receive the following:

<table>
<thead>
<tr>
<th>After Completion Of:</th>
<th>Cents Per Hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5) years of continuous service</td>
<td>$0.05 cents per hour</td>
</tr>
<tr>
<td>Ten (10) years of continuous service</td>
<td>$0.15 cents per hour</td>
</tr>
<tr>
<td>Fifteen (15) years of continuous service</td>
<td>$0.30 cents per hour</td>
</tr>
<tr>
<td>Twenty (20) years of continuous service</td>
<td>$0.50 cents per hour</td>
</tr>
</tbody>
</table>

COMMON ARTICLE 39 - TERMS OF AGREEMENT

THIS AGREEMENT shall be in full force and effect as to all provisions until the 30th day of June 2025.

The undersigned hereby approve and concur in this Agreement.

CITY OF PLEASANT HILL, IOWA

By: ________________________
Title: ________________________
Date: ________________________

TEAMSTERS LOCAL UNION 238

By: ________________________
Title: ________________________
Date: ________________________

CITY OF PLEASANT HILL, IOWA

By: ________________________
Title: ________________________
Date: ________________________

TEAMSTERS LOCAL UNION 238

By: ________________________
Title: ________________________
Date: ________________________
DATE: JUNE 13, 2023
TO: MAYOR & CITY COUNCIL
FROM: RUSS PAUL
PUBLIC WORKS DIRECTOR
SUBJECT: HICKORY BLVD OVERLAY PHASE 1 PROJECT
PAYMENT APPLICATION NO. 2

BACKGROUND
The City Council has prioritized in the fiscal year 2023 budget to make improvements to the road surface of Hickory Boulevard. The scope of this project starts at the intersection of Hickory Boulevard and Ash Drive then concludes at the intersection of Hickory Boulevard and Beech Boulevard. The project includes milling the existing asphalt surface and patching the failing sections of concrete pavement. The roadway is then overlaid with a new asphalt surface on top of the existing panels in good condition and newly replaced street panels. There will also be improvements made to sidewalk crossings at the intersections in an effort to ensure compliance with current ADA standards. Snyder and Associates has developed plans and specifications for the improvements to the Arbor Lake Lift Station and TK Concrete was awarded the contract and work is underway.

The City Engineer has reviewed and recommends approval of Payment Application No. 2 for the project for work completed through June 6, 2023 in the amount of $272,214.43. Following is a resolution to approve the payment application.

ALTERNATIVES
Not approve the resolution; however, the work has been completed.

FINANCIAL CONSIDERATIONS
Funding has been allocated for this improvement project in fiscal year 2023

RECOMMENDATION
Approve the attached resolution for the Hickory Blvd Overlay Phase 1 Project.
RESOLUTION #061323-09

A RESOLUTION APPROVING PAYMENT APPLICATION NO. 2
HICKORY BLVD OVERLAY PHASE 1 PROJECT

WHEREAS, the City has awarded the Hickory Blvd Overlay Phase 1 Project contract to TK Concrete; and

WHEREAS, Snyder and Associates, City Engineer, has prepared the attached Payment Application No. 2 for the Hickory Blvd Overlay Phase 1 Project in the amount of $272,214.43;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached Payment Application Number Two for the Hickory Blvd Overlay Phase 1 Project.

ADOPTED this 13th day of June, 2023.

Mark A. Konrad, Mayor Pro Tem

ATTEST:

Dena Spooner, City Clerk / Finance Director
June 07, 2023

Benjamin Champ
City of Pleasant Hill, Iowa
5160 Maple Dr. Suite A
Pleasant Hill, IA 50327

RE:        PARTIAL PAYMENT NO. 2
            HICKORY BLVD. OVERLAY PHASE I PROJECT
            PROJECT NO. 122.0664.01

Dear Mr. Champ:

Partial payment application No. 2 includes work completed between May 2, 2023 and June 6, 2023. The contractor has completed milling, PCC full depth patching, pavement removals, asphalt paving and sidewalk installation on the project. The Contractor has completed all roadway work and will be completing surface restoration in the couple of weeks.

We recommend payment of $272,214.43 to the contractor, TK Concrete, Inc., for work completed through June 6, 2023. Approximately 91% of the total construction work has been completed. The contract date to complete the remaining work is August 1st, 2023.

Please contact me should you have any questions on this pay application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Brandon A. Niebuhr, P.E.
Project Engineer

APPLICATION FOR PARTIAL PAYMENT NO. 2

PROJECT: Hickory Blvd. Overlay - Phase 1
OWNER: City of Pleasant Hill
CONTRACTOR: TK Concrete, Inc.
ADDRESS: 1608 Fifield Rd., P.O. Box 11
Pella, IA 50219
DATE: 6/6/2023

S&A PROJECT NO.: 122.0664.01
PAYMENT PERIOD: 5/2/2023 to 6/6/2023

1. CONTRACT SUMMARY:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$ 579,683.00</td>
</tr>
<tr>
<td>Net Change by Change Order</td>
<td>$ -</td>
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<tr>
<td>Contract Amount to Date</td>
<td>$ 579,683.00</td>
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</table>

2. WORK SUMMARY:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Total Work Performed to Date</td>
<td>$ 529,582.45</td>
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<tr>
<td>Retainage: 5%</td>
<td>$26,479.12</td>
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<td>Total Earned Less Retainage</td>
<td>$503,103.33</td>
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<td>Less Previous Applications for Payment</td>
<td>$ 230,888.90</td>
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<td>AMOUNT DUE THIS APPLICATION</td>
<td>$277,214.43</td>
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</table>

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances.

TK Concrete, Inc.
CONTRACTOR

By ______________________________ DATE: 6/7/23

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By ______________________________ DATE: 6/7/2023

5. OWNER'S APPROVAL

OWNER

By ______________________________ DATE: __________________
# 6. Detailed Estimate of Work Completed:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>CONTRACT ITEMS</th>
<th>COMPLETED WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PLAN QTY.</td>
<td>UNIT</td>
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<td></td>
<td>EARTHWORK</td>
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<tr>
<td>2.1</td>
<td>Subgrade Treatment, Geogrid, Triangular</td>
<td>270</td>
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<tr>
<td>2.2</td>
<td>Subbase, Special Backfill</td>
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<td>STRUCTURES FOR SANITARY AND STORM</td>
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<tr>
<td>6.1</td>
<td>Intake, SW-501, Top Only</td>
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<td>EA</td>
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<td></td>
<td>STREETS AND RELATED WORK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>Curb and Gutter, 2.5&quot;, PCC</td>
<td>415</td>
<td>LF</td>
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<tr>
<td>7.2</td>
<td>PCC Pavement Samples and Testing</td>
<td>1</td>
<td>LS</td>
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<td>7.3</td>
<td>HMA Pavement Samples and Testing</td>
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<td>LS</td>
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<td>7.4</td>
<td>HMA Overlays</td>
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<td>7.5</td>
<td>Removal of Sidewalk</td>
<td>381</td>
<td>SY</td>
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<td>7.6</td>
<td>Removal of Driveway</td>
<td>215</td>
<td>SY</td>
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<td>7.7</td>
<td>Removal of Curb</td>
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<td>LF</td>
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<td>7.8</td>
<td>Sidewalk, PCC, 4&quot;</td>
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<td>7.9</td>
<td>Sidewalk, PCC, 6&quot;</td>
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<td>7.10</td>
<td>Detectable Warnings</td>
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<td>SF</td>
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<td>7.11</td>
<td>Driveway, Paved, PCC, 7&quot;</td>
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<td>SY</td>
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<td>7.12</td>
<td>PCC Full Depth Patches</td>
<td>1,080</td>
<td>SY</td>
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<td>7.13</td>
<td>Subbase Over-Excavation</td>
<td>170</td>
<td>TON</td>
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<td>7.14</td>
<td>Milling</td>
<td>2,570</td>
<td>SY</td>
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<td>7.15</td>
<td>Milling (Cross Slope Correction)</td>
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<td>TRAFFIC CONTROL</td>
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<tr>
<td>8.1</td>
<td>Painted Pavement Markings, Durable</td>
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<td>8.2</td>
<td>Pavement Markings Removed</td>
<td>0.6</td>
<td>STA</td>
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<tr>
<td>8.3</td>
<td>Temporary Traffic Control</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td></td>
<td>SITE WORK AND LANDSCAPING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.1</td>
<td>Sod</td>
<td>73</td>
<td>SQ</td>
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<td></td>
<td>MISCELLANEOUS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>11.2</td>
<td>Maintenance of Postal Service</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>11.3</td>
<td>Maintenance of Solid Waste Collection</td>
<td>1</td>
<td>LS</td>
</tr>
</tbody>
</table>
### ALTERNATE No. 1

#### EARTHWORK

<table>
<thead>
<tr>
<th>2.1 Subgrade Treatment, Geogrid, Triangular</th>
<th>130 SY</th>
<th>$5.50</th>
<th>$715.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2 Subbase, Special Backfill</td>
<td>255 SY</td>
<td>$15.00</td>
<td>$3,825.00</td>
</tr>
</tbody>
</table>

#### STREETS AND RELATED WORK

| 7.1 Curb and Gutter, 2.5', PCC | 555 LF | $50.00 | $27,750.00 | 558 | $27,900.00 |
| 7.2 PCC Pavement Samples and Testing | 1 LS | $2,500.00 | $2,500.00 | 1 | $2,500.00 |
| 7.3 HMA Pavement Samples and Testing | 1 LS | $500.00 | $500.00 | 1 | $500.00 |
| 7.4 HMA Overlay | 205 TON | $128.00 | $26,240.00 | 197 | $25,216.00 |
| 7.5 Removal of Sidewalk | 159 SY | $12.00 | $1,908.00 | 159 | $1,908.00 |
| 7.6 Removal of Driveway | 85 SY | $12.00 | $1,020.00 | 85 | $1,020.00 |
| 7.7 Removal of Curb | 555 LF | $17.00 | $9,435.00 | 558 | $9,486.00 |
| 7.8 Sidewalk, PCC, 4" | 100 SY | $70.00 | $7,000.00 | 90 | $6,300.00 |
| 7.9 Sidewalk, PCC, 6" | 115 SY | $85.00 | $9,775.00 | 68 | $5,780.00 |
| 7.10 Detectable Warnings | 120 SF | $50.00 | $6,000.00 | 80 | $4,000.00 |
| 7.11 Driveway, Paved, PCC, 7" | 85 SY | $80.00 | $6,800.00 | 85 | $6,800.00 |
| 7.12 PCC Full Depth Patches | 510 SY | $110.00 | $56,100.00 | 689 | $75,790.00 |
| 7.13 Subbase Over-Excavation | 80 TON | $50.00 | $4,000.00 | 7 | $350.00 |
| 7.14 Milling | 1,865 SY | $5.20 | $9,668.00 | 2,041 | $10,613.20 |
| 7.15 Milling (Cross Slope Correction) | 50 SY | $10.00 | $500.00 |

#### TRAFFIC CONTROL

<table>
<thead>
<tr>
<th>8.1 Painted Pavement Markings, Durable</th>
<th>0.72 STA</th>
<th>$1,850.00</th>
<th>$1,332.00</th>
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</thead>
<tbody>
<tr>
<td>8.3 Temporary Traffic Control</td>
<td>1 LS</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
</tbody>
</table>

#### SITE WORK AND LANDSCAPING

| 9.1 Sod | 36 SQ | $150.00 | $5,400.00 |

#### MISCELLANEOUS

| 11.1 Mobilization | 1 LS | $15,000.00 | $15,000.00 | 1 | $15,000.00 |
|-------------------|------|-----------|-----------|
| 11.2 Maintenance of Postal Service | 1 LS | $2,500.00 | $2,500.00 | 1 | $2,500.00 |
| 11.3 Maintenance of Solid Waste Collection | 1 LS | $1,500.00 | $1,500.00 | 1 | $1,500.00 |

**TOTAL ORIGINAL CONTRACT = $579,683.00**

**529,582.45**

### STORED MATERIALS SUMMARY:

**TOTAL STORED MATERIALS ORDERS = $**

**$**

### CHANGE ORDER SUMMARY:

**TOTAL CHANGE ORDERS = $**

**$**

**TOTAL CONTRACT & CHANGE ORDERS $579,683.00**

**$529,582.45**
DATE: JUNE 13, 2022

TO: MAYOR & CITY COUNCIL

FROM: J. BENJAMIN CHAMP, ICMA-CM, AICP, CEcD, EDFP, ASLA
      CITY MANAGER

SUBJECT: PLEASANT HILL STREET REPAIR PROJECT
         PAYMENT APPLICATION NO. 7

BACKGROUND:
The City Council annually works to award a street repair project for concrete patching throughout
the community and the work for this construction season is continuing in the southwest portion
of the community. The construction contract for the project has been awarded to Hill Contracting
and the work is continuing. The City Engineer has prepared the attached payment application
number seven for work completed through June 5, 2023. Following is a resolution approving the
payment application.

ALTERNATIVES:
Not approve the payment application; however, the work has been completed under the terms
of the contract.

FINANCIAL CONSIDERATIONS:
Project funds are available.

RECOMMENDATION:
Approve the attached resolution for the Pleasant Hill Street Repair Project.
RESOLUTION #061323-10

A RESOLUTION APPROVING PAYMENT APPLICATION NO. 7 FOR 2021 STREET REPAIR PROJECT

WHEREAS, the City has awarded the 2021 Street Repair Project to Hill Contracting; and

WHEREAS, the City Engineer has prepared the attached Payment Application No. 7 in the amount of $38,048.45 for the Project;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached Payment Application Number seven for the 2021 Street Repair Project.

ADOPTED this 13th day of June, 2023.

________________________________________
Mark A. Konrad, Mayor Pro Tem

ATTEST:

________________________________________
Dena Spooner, City Clerk / Finance Director
June 7, 2023

Benjamin Champ  
City of Pleasant Hill, Iowa  
5160 Maple Dr. Suite A  
Pleasant Hill, IA 50327

RE: PARTIAL PAYMENT NO. 7  
2021 PLEASANT HILL STREET REPAIR PROJECT  
PROJECT NO. 121.0550.01

Dear Mr. Champ:

Partial payment application No. 7 includes work completed between November 30, 2022, and June 5, 2023. The contractor has completed work along Independence Drive during this payment application period. The contractor will be continuing rehabilitation work along Independence Drive and Lexington Drive and looks to continue work along Parkridge Avenue beginning on June 12th.

We recommend payment of $38,048.45 to the contractor, Hill Contracting, for work completed through June 5, 2023. Approximately 72% of the total construction work has been completed. The contract date to complete the remaining work was August 1st, 2022, however, an extension of time was granted due to the additional work incorporated into the contract. We have provided notice to the Contractor that the remaining work is to be completed by June 30th, 2023.

Please contact me should you have any questions on this pay application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Brandon A. Niebuhr, P.E.  
Project Engineer

APPLICATION FOR PARTIAL PAYMENT NO. 7

PROJECT: 2021 Pleasant Hill Street Repair Project

OWNER: City of Pleasant Hill
CONTRACTOR: Hill Contracting
ADDRESS: 20904 215th Avenue
Leon, IA 50144
DATE: 6/5/2023

PAYMENT PERIOD: 11/30/2022 to 6/5/2023

1. CONTRACT SUMMARY:

   Original Contract Amount: $489,909.00
   Net Change by Change Order: $226,855.00
   Contract Amount to Date: $716,764.00

2. WORK SUMMARY:

   Total Work Performed to Date: $517,112.00
   Retainage: 5%
   Total Earned Less Retainage: $491,256.40
   Less Previous Applications for Payment: $453,207.95
   AMOUNT DUE THIS APPLICATION: $38,048.45

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Hill Contracting

By [Signature]
DATE: 6-7-23

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

By [Signature]
DATE: 06/07/2023

5. OWNER'S APPROVAL:

By [Signature]
DATE: ___________________
### 6. DETAILED ESTIMATE OF WORK COMPLETED:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>CONTRACT ITEMS</th>
<th>COMPLETED WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PLAN QTY.</td>
<td>UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>QTY.</td>
<td>TO DATE</td>
</tr>
<tr>
<td><strong>EARTHWORK</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Subgrade Treatment, Geogrid, Rectangular</td>
<td>242</td>
<td>SY</td>
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<td><strong>STRUCTURES FOR SANITARY AND STORM</strong></td>
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<td></td>
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<tr>
<td>6.1</td>
<td>Manhole Adjustment, Minor</td>
<td>4</td>
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<td>6.2</td>
<td>Intake, SW-501, Top Only</td>
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<td>EA</td>
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<td>6.3</td>
<td>Intake, SW-501, Full Replacement</td>
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<td>6.4</td>
<td>Intake, SW-505, Top Only</td>
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<td>Remove Intake</td>
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<td><strong>STREETS AND RELATED WORK</strong></td>
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<td>7.1</td>
<td>PCC Full Depth Repair Patch</td>
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<td>7.2</td>
<td>Removal of Sidewalk</td>
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<td>7.3</td>
<td>Sidewalk, PCC, 4&quot;</td>
<td>215</td>
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<td>7.4</td>
<td>Sidewalk, PCC, 6&quot;</td>
<td>152</td>
<td>SY</td>
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<td>7.5</td>
<td>Driveway, PCC, 7&quot;</td>
<td>24</td>
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<td>7.6</td>
<td>Detectable Warnings</td>
<td>302</td>
<td>SF</td>
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<td>7.7</td>
<td>Subbase Over-excavation</td>
<td>152</td>
<td>TON</td>
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<td><strong>TRAFFIC CONTROL</strong></td>
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<tr>
<td>8.1</td>
<td>Temporary Traffic Control</td>
<td>1</td>
<td>LS</td>
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<tr>
<td>8.2</td>
<td>Painted Pavement Markings, Solvent/Waterborne</td>
<td>10.1</td>
<td>STA</td>
</tr>
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<td>8.3</td>
<td>Pavement Markings Removed</td>
<td>10.1</td>
<td>STA</td>
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<tr>
<td><strong>SITE WORK AND LANDSCAPING</strong></td>
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<td><strong>GENERAL PROVISIONS</strong></td>
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<td>Mobilization</td>
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<tr>
<td>11.2</td>
<td>Maintenance of Postal Service</td>
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</tr>
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</table>

**TOTAL ORIGINAL CONTRACT =** $489,909.00  
**$281,442.00**

**CHANGE ORDER SUMMARY:**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>CONTRACT ITEMS</th>
<th>COMPLETED WORK</th>
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<td>PLAN QTY.</td>
<td>UNIT</td>
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<tr>
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<td></td>
<td>QTY.</td>
<td>TO DATE</td>
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<td><strong>EARTHWORK</strong></td>
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</tr>
<tr>
<td>7.1</td>
<td>PCC Full Depth Repair Patch</td>
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<td>7.4</td>
<td>Sidewalk, PCC, 6&quot;</td>
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<td>SY</td>
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<td>7.7</td>
<td>Subbase Over-excavation</td>
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<td>TON</td>
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<td>8.2</td>
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<td>32</td>
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<td>12.1</td>
<td>Subdrain, Corrugated PE, 4&quot; Dia.</td>
<td>200</td>
<td>LF</td>
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**TOTAL CHANGE ORDERS =** $226,855.00  
**$235,670.00**

**TOTAL CONTRACT & CHANGE ORDERS =** $716,764.00  
**$517,112.00**
DATE: JUNE 13, 2023

TO: MAYOR AND CITY COUNCIL

FROM: J. BENJAMIN CHAMP, AICP, CEcD, EDFP, ASLA
CITY MANAGER

SUBJECT: SERIES 2023 GENERAL OBLIGATION BOND
APPROVING ISSUANCE OF GENERAL OBLIGATION CORPORATE
PURPOSE BOND

BACKGROUND:
The City Council has identified the need for continued investment in existing and new infrastructure in the community and has prioritized funding during the strategic planning and budgeting process. The fiscal year 2023-24 budget includes the sale of general obligation urban renewal bonds to fund approximately $8M in infrastructure projects in the community. Streets, sidewalks, water and sanitary sewer, storm drainage, park development, and other related improvements within the urban renewal area are eligible. A public hearing was held on April 25, 2023 to approve the issuance of a general obligation (GO) Bond not to exceed $8M. The City Council has previously approved a required resolution of intent to issue the bond and a date of May 23rd was set as the sale date and the Council awarded the bonds to Northland Securities, Inc. Following is the next step in the process in a resolution prepared by the City’s bond counsel that provides for the necessary approval of the issuance of the general obligation corporate purpose loan.

ALTERNATIVES:
Not approve the resolution. However, this would delay or terminate the process to issue bonds for upcoming infrastructure projects.

FINANCIAL CONSIDERATIONS:
The general obligation urban renewal bonds would be repaid from tax increment funds and backed by the full faith and credit of the City.

RECOMMENDATION:
Approval of the attached resolution approving the issuance of a general obligation urban renewal bond.
RESOLUTION NO. 061323-11

Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of $7,545,000 General Obligation Corporate Purpose Bonds, Series 2023 and providing for the levy of taxes to pay the same

WHEREAS, the City of Pleasant Hill (the “City”), in Polk County, State of Iowa, heretofore proposed to enter into a General Obligation Loan Agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $8,000,000 for the purpose of paying the costs, to that extent, of (a) constructing street, sanitary sewer system, storm water drainage, water system and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks, including lighting, trails, parking, shelters, pickle ball courts, play grounds and utility connections (the “Projects”); and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on April 25, 2023; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2023 (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors LLC, as municipal advisor (the “Municipal Advisor”) to the City, and has otherwise made provision for the sale of the Bonds; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of Northland Securities, Minneapolis, Minnesota (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City; and

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

NOW, THEREFORE, Be It Resolved by the City Council of the City of Pleasant Hill, Iowa, as follows:

Section 1. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of $7,545,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.
Section 2. The Bonds, in the aggregate principal amount of $7,545,000, are hereby authorized to be issued in evidence of the City’s obligations under the Loan Agreement. The Bonds shall be dated June 29, 2023, shall be issued in the denomination of $5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate Per Annum</th>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>$240,000</td>
<td>5.00%</td>
<td>2031</td>
<td>$525,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2026</td>
<td>$365,000</td>
<td>5.00%</td>
<td>2032</td>
<td>$555,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>2027</td>
<td>$425,000</td>
<td>5.00%</td>
<td>2033</td>
<td>$585,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>2028</td>
<td>$445,000</td>
<td>5.00%</td>
<td>2034</td>
<td>$615,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>2029</td>
<td>$470,000</td>
<td>5.00%</td>
<td>2035</td>
<td>$650,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>2030</td>
<td>$495,000</td>
<td>5.00%</td>
<td>2036</td>
<td>$765,000</td>
<td>(Maturity)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2038</td>
<td>$2,175,000</td>
<td></td>
</tr>
</tbody>
</table>

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

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2032 through 2038, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of $5,000.

Principal of the Bond maturing on June 1, 2038 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2036 and June 1, 2037, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2036</td>
<td>$685,000</td>
</tr>
<tr>
<td>2037</td>
<td>$725,000</td>
</tr>
<tr>
<td>2038</td>
<td>$765,000 (Maturity)</td>
</tr>
</tbody>
</table>

If less than the entire principal amount of any Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of
redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2024. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

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

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

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

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

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a
qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:
(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
POLK COUNTY
CITY OF PLEASANT HILL

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2023

No. _____ $_______

RATE MATURITY DATE BOND DATE CUSIP
____% June 1, _______ June 29, 2023 728350__

The City of Pleasant Hill (the “City”), in Polk County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB BANK, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing June 1, 2024, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2023 (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of June 29, 2023 (the “Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of (a) constructing street, sanitary sewer system, storm water drainage, water system and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks, including lighting, trails, parking, shelters, pickle ball courts, play grounds and utility connections.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on June 13, 2023, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.
The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2032 through 2038, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of $5,000. Principal of the Bonds maturing on June 1, 2038 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years 2036 and 2037, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

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

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

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

IN TESTIMONY WHEREOF, the City of Pleasant Hill, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of June 29, 2023.

CITY OF PLEASANT HILL, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk
Registration Date: (Registration Date)
REGISTRAR’S CERTIFICATE OF AUTHENTICATION

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

UMB BANK, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature) ________________________
Authorized Officer

ABBREVIATIONS

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

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEN COM</td>
<td>as tenants in common</td>
</tr>
<tr>
<td>TEN ENT</td>
<td>as tenants by the entireties</td>
</tr>
<tr>
<td>JT TEN</td>
<td>as joint tenants with right of survivorship and not as tenants in common</td>
</tr>
<tr>
<td>UTMA</td>
<td>(Custodian)</td>
</tr>
<tr>
<td>(State)</td>
<td>(Minor)</td>
</tr>
</tbody>
</table>

As Custodian for ___________ (Minor) under Uniform Transfers to Minors Act

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

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

__________________________________________

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: ___________________________

Signature guaranteed:

________________________________

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

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.
Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds ($7,913,896.15) including net original issue premium ($368,896.15) (the “Loan Proceeds”), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds ($102,961.10) shall be retained by the Purchaser as the underwriter’s discount.

A portion of the Loan Proceeds ($7,754,435.05) (the “Project Proceeds”) received from the sale of the Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds ($56,500) (the “Cost of Issuance Proceeds”), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of $571,450;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $684,450;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $726,200;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $724,950;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $727,700;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $729,200;
For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $734,450;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $738,200;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $746,000;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $752,600;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $763,000;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $772,000;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $784,600; and

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of $795,600.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Polk County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the City’s budget. The City intends that the Projects identified in the preamble hereof shall be authorized urban renewal projects of the City. Following due authorization, the City may use incremental property tax revenues to pay a portion of the principal of and interest on the Bonds attributable to such Projects.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate
provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved June 13, 2023.

Mayor

Attest:

City Clerk
ATTESTATION CERTIFICATE

STATE OF IOWA
POLK COUNTY     SS:
CITY OF PLEASANT HILL

I, the undersigned, City Clerk of the City of Pleasant Hill, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the sale and issuance of $7,545,000 General Obligation Corporate Purpose Bonds, Series 2023 of the City evidencing the City’s obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of __________________, 2023.

________________________________________
City Clerk
COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the ________ day of __________________, 2023, the City Clerk of the City of Pleasant Hill filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on June 13, 2023, entitled: “Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of $7,545,000 General Obligation Corporate Purpose Bonds, Series 2023 and providing for the levy of taxes to pay the same,” and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024, and subsequent years as provided in the resolution.

WITNESS MY HAND this ______ day of __________________, 2023.

__________________________________
County Auditor
The City Council of the City of Pleasant Hill, Iowa, met on June 13, 2023, at ______ o’clock ___m. at the______________________________, Pleasant Hill, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: ____________________________________________________________________

Absent: ____________________________________________________________________.

After due consideration and discussion, Council Member __________ introduced the following resolution and moved its adoption, seconded by Council Member ____________________________. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: ____________________________________________________________________

Nays: ____________________________________________________________________.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

....

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

__________________________________________
Mayor

Attest:

__________________________________________
City Clerk

MINUTES TO AUTHORIZE ISSUANCE OF BONDS

424826-89

Pleasant Hill, Iowa

June 13, 2023
LOAN AGREEMENT

This Loan Agreement is entered into as of June 29, 2023, by and between the City of Pleasant Hill, Iowa (the “City”), and Northland Securities, Minneapolis, Minnesota as Purchaser (the “Purchaser”). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of $7,545,000, and the City’s obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2023, in the aggregate principal amount of $7,545,000 (the “Bonds”).

2. The City has adopted a resolution on June 13, 2023 (the “Resolution”) authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City’s obligation to repay the amounts payable hereunder. The Bonds shall be dated June 29, 2023, shall be in denominations of $5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

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

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

CITY OF PLEASANT HILL, IOWA

By ____________________________________
Mayor

Attest:

_____________________________________
City Clerk

NORTHLAND SECURITIES
Minneapolis, Minnesota

By ____________________________________
(Print Name and Title)
THIS AGREEMENT is made and entered into this June 29, 2023 (the “Dated Date”) by and between
the City of Pleasant Hill, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking
association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and
registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance,
resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing
body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates,
notes and/or other debt instruments, more particularly described as $7,545,000 General Obligation
Corporate Purpose Bonds, Series 2023 hereinafter called the “Bonds”; and

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

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

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

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of
the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to
provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the
proceedings related to the Bonds to contain the following documents:

   a) A copy of the Bond Document, and the consent or approval of any other governmental or
      regulatory authority, required by law to approve or authorize the issuance of the Bonds;

   b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing
      in the field of municipal bond financing, and any supporting or supplemental opinions, to the
      effect that the Bonds and the Bond Document have been duly authorized and issued by, are
      legally binding upon and are enforceable against the ISSUER;

   c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of
      the Bonds, and such other documents related to the issuance of the Bonds as the Agent
      reasonably deems necessary or appropriate; and

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

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

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

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

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

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

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

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

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

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

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.
13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

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

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

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

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

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.
19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

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

a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any
obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT’s own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name “UMB Bank, n.a.” shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:  
UMB Bank, n.a.  
Attn: Corporate Trust & Escrow Services  
7155 Lake Drive, Suite 120  
West Des Moines, Iowa 50266

If to ISSUER:  
City of Pleasant Hill, Iowa  
Attn: City Manager  
City Hall  
5160 Maple Drive, Suite A  
Pleasant Hill, Iowa 50327-8494
26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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

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

CITY OF PLEASANT HILL, IOWA

___________________________________________
Mayor

Attest:

___________________________________________
City Clerk

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

By: _______________________________________
Authorized Signatory
PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- Book Entry Bonds $300 initial/$600 annual
- Registered/Private Placement Bonds $500 initial/$600 annual

*Initial Fees charged at Closing
*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

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

SERVICES AVAILABLE UPON REQUEST

- Dissemination Agent $1,000 annual

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

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

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Pleasant Hill, Iowa (the “Issuer”), in connection with the issuance of $7,545,000 General Obligation Corporate Purpose Bonds, Series 2023 (the “Bonds”), dated June 29, 2023. The Bonds are being issued pursuant to a resolution of the Issuer approved on June 13, 2023 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.


“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street, N.W., Suite 1000, Washington, D.C. 20005.
“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2022-2023 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The Audited Financial Statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available.
available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

Property Valuations
Trend of Valuations
Larger Taxpayers
Direct Debt
Indirect General Obligation Debt
Debt Ratios
Tax Rates
Levies and Tax Collections

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.
(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, event of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.
(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer’s receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial
information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. **Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. **Default.** In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. **Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.
Section 12. **Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 29, 2023

CITY OF PLEASANT HILL, IOWA

By

Mayor

Attest:

By

City Clerk
CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: JUNE 13, 2023

TO: MAYOR & CITY COUNCIL

FROM: J. BENJAMIN CHAMP, ICMA-CM, AICP, CEcD, EDFP, ASLA
CITY MANAGER

SUBJECT: SUPPORT FOR DES MOINES INTERNATIONAL AIRPORT TERMINAL PROJECT

BACKGROUND
The City of Pleasant Hill has received a request and presentations from the Des Moines International Airport Authority for support and assistance for terminal improvements to the Airport. The Airport has been independent from the City of Des Moines since 2011 and is operated by a separate authority without property tax support. The facility is the state’s largest airport serving as a gateway and hub for commerce handling 65% of Iowa’s commercial traffic and 50% of air cargo. In use since 1948, the existing terminal is beyond its useful economic utility and is in need of replacement to meet current and future economic development and quality of life needs. The total estimated cost of the new terminal is more than $530 Million and the Authority has already spend $64 Million on supporting projects for the improvements. In January of 2022, the City Council approved a resolution of intent to support the terminal improvements in the amount of $100,000.00 in equal installments over a four-year period. The Airport has continued to make progress and has finalized funding and plans to initiate the next phase of the project. Following is a resolution of support for the terminal updates that includes funding approval of $100,000.00 over the next four budgets.

ALTERNATIVES
Not approve the resolution.

FINANCIAL CONSIDERATIONS
Assistance would be provided to the project over a four year period. Funding for the initial $25,000 is included in the current fiscal year and second year funding has been planned in the new fiscal year to begin July 1, 2023.

RECOMMENDATION
Approve the attached resolution supporting the terminal improvements to the Des Moines International Airport.
RESOLUTION NO. 061323-12

RESOLUTION OF SUPPORT FOR NEW DES MOINES INTERNATIONAL AIRPORT TERMINAL PROJECT

WHEREAS, the Des Moines Airport Authority ("the Authority") has prepared a Terminal Area Concept Plan in support of needed improvements to the Des Moines International Airport ("the Airport") terminal complex; and

WHEREAS, the existing Airport terminal building was first built in 1948 and, although it has been subject to upgrades and improvements over the years, it has reached the end of its useful economic life; and

WHEREAS, the total estimated cost for the new terminal and all associated design and construction is more than five hundred thirty million dollars ($530,000,000); and

WHEREAS, to date, the Authority has spent approximately sixty-four million ($64,000,000) of its reserves on enabling projects to reposition tenants and infrastructure on the Airport in preparation of the future terminal site; and

WHEREAS, the City of Pleasant Hill desires to support the new Airport terminal project as it will benefit the current and future residents and businesses of the City by providing a vibrant regional airport.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLEASANT HILL, IOWA that:

1. City agrees to contribute one hundred thousand dollars ($100,000.00) in monetary support for the new Airport terminal project.

2. City’s contribution shall be made in four installments over a four year period beginning no sooner than July 1, 2022 and contingent on the Airport Authority obtaining the remaining funding needed to complete construction.

3. This contribution is subject to the City’s ability to participate on an advisory committee to provide input and recommendations to the Authority during the design and construction of the new Airport terminal project.

4. The City has included funds in the FY 23 and FY 24 budgets and will continue to prioritize the final two payments in FY 25 and FY 26

Passed and approved this 13th day of June, 2023.

_________________________________
Mark A. Konrad, Mayor Pro Tem

ATTEST:

________________________________
Dena Spooner, City Clerk/Finance Director
Memorandum

TO: Ben Champ
FROM: Brian Mulcahy
DATE: April 28, 2023
SUBJECT: DSM Terminal Project

As discussed on the Advisory Committee call Kevin Foley hosted for City Managers on April 11th, the Des Moines Airport Authority is providing the attached invoice related to the resolution passed by your council or board. Contribution due dates on the invoices are intended to allow you the flexibility to make the payments to the Authority on your preferred schedule in accordance with the resolution passed by your elected officials. The Airport Authority plans to maintain all funds collected in a separate Restricted Fund, and will not expend the contributions until applicable resolution prerequisites are met.

For those who were unable to attend the meeting on April 11th, Kevin discussed the terminal project’s current status. Terminal design is currently progressing to the 30% level, with some facets of the design progressing faster so that the first bid package can be released in May of this year. We currently expect some utility and foundation work to begin late in 2023, with construction fully underway in the spring of 2024.

As you are probably aware from previous meetings, inflation and the rise of interest rates has caused the Authority to revise our plan to complete the terminal in phases. Phase 1 of the project will complete the passenger processing areas of the terminal (ticketing, security checkpoint, bag claim), along with associated TSA baggage inspection areas. This phase will also include six passenger boarding gates and associated aircraft apron, connecting to the existing A & C concourses via a skywalk. Between the new and existing concourses, we expect to increase from 12 to 18 boarding gates once Phase 1 is completed. Incremental gates will be added in the future as funding allows.

During the April 11th meeting Kevin mentioned that we understand this is not the plan that was presented to your Council or Board at the time the contribution to the project was requested. If you would like to have us present the new plan and current status of the project, and answer any questions your elected leaders may have, we are very willing to attend a meeting.

If you or your Finance team have questions on the attached invoice, please contact me at bcmulcahy@dsmairport.com or 515-256-5389.
**Invoice**

**Invoice No:** 0044021-IN  
**Invoice Date:** 4/28/2023  
**Customer No:** PL980  
**Terms:** Per Resolution or Agreement

**Bill To:**  
Pleasant Hill, City of  
5160 Maple Dr  
Pleasant Hill, IA 50327

**INVOICE COMMENT:** Res#012522-08, DSM Terminal

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<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
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| DSM Airport Terminal Project  
Resolution# 012522-08 - Support for Des Moines Airport Terminal Project, to be made in four installments over a four year period beginning no sooner than July 1, 2022 and contingent on the Airport Authority obtaining the remaining funding needed to complete construction. |          | 100,000.00 |            |

Please make checks payable to:  
**Des Moines Airport Authority**  
Attn: Accounts Receivable  
5800 Fleur Drive, Room 207  
Des Moines, IA 50321-2800

- For billing inquiries, please call (515) 256-5645, or email AR@dsmairport.com  
- Finance charges of 1.5% per month will be assessed on any past due balances; returned checks will be assessed a $20 surcharge

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CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: JUNE 13, 2023

TO: MAYOR AND CITY COUNCIL

FROM: RYAN MERRITT, PARKS AND RECREATION MANAGER

SUBJECT: APPROVAL OF CONTRACT AWARD FOR 5044 MAPLE DR DEMOLITION PROJECT

BACKGROUND
The property at 5044 Maple Dr was deeded to the City of Pleasant Hill in March of this year. Council has prioritized demolition and site preparation for this property. City staff has been working with Snyder and Associates to develop the scope and bid specifications for the project.

The City Engineer completed the scope and bid specifications for the project and an invitation for bids was sent to qualified contractors on April 26th, 2023; two bids were received with the lowest responsive and responsible bidder being Iowa Demolition in the amount of $34,500.

The project includes demolition of the existing house, two sheds, vegetation, paved driveway and sidewalk, fence, backfill, rough grading and all associated components necessary to complete the project. All asbestos containing materials have been mitigated and utilities have been disconnected in preparation for demolition.

Following is a resolution approving the contract award for the 5044 Maple Dr. demolition project.

ALTERNATIVES
Not approve the resolution; however, this could delay the project.

FINANCIAL CONSIDERATIONS
Funds have been budgeted for the project.

RECOMMENDATION
Approve the attached resolution approving the contract award for the 5044 Maple Dr. demolition project.
RESOLUTION # 061323-13

A RESOLUTION APPROVING CONTRACT AWARD FOR THE
5044 MAPLE DR DEMOLITION PROJECT

WHEREAS, an invitation for bids was requested on April 26th, 2023 with bids due on or
before 2:00 PM on May 17th, 2023 for the 5044 Maple Dr. Demolition Project; and

WHEREAS, the City has contracted with Snyder and Associates who has assembled plans
and specifications for the 5044 Maple Dr Demolition Project; and

WHEREAS, The project includes demolition of the existing house, two sheds, vegetation,
paved driveway and sidewalk, fence, backfill, rough grading and all associated
components necessary to complete the project; and

WHEREAS, Iowa Demolition was the lowest responsive and responsible bidder for the
project in the amount of $34,500;

BE IT THEREFORE NOW RESOLVED by the City Council of City of Pleasant Hill, Iowa
that the contract for the 5044 Maple Dr. Demolition Project is hereby awarded to Iowa
Demolition.

ADOPTED this 13th day of June 2023

__________________________________________
Mark A. Konrad, Mayor Pro Tem

__________________________________________
Dena Spooner, City Clerk
I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Professional Landscape Architect under the Laws of the State of Iowa.

__________________________
Clay R. Schneckloth, PLA

__________________________
License Number 512

__________________________
Date

License Expires:
June 30, 2023
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<td>PP-1</td>
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<tr>
<td>CONTRACT</td>
<td>CT-1 to CT-5</td>
</tr>
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</table>

SPECIAL PROVISIONS

Not Applicable.

APPENDICES

Not Applicable.

SUPPLEMENTAL SPECIFICATIONS

Not Applicable.

STANDARD SPECIFICATIONS

The most recent editions, as per the project letting date, of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications, the Iowa Department of Transportation (Iowa DOT) Standard Specifications (where applicable), and the Iowa DOT Materials I.M.s (where applicable), shall apply to all work performed on this project unless otherwise noted herein.

- A paper copy of the SUDAS Standard Specifications Manual may be purchased for $70 at the following link: www.iowasudas.org/manuals/order-forms/.

- An electronic copy of the SUDAS Standard Specifications Manual may be found at the SUDAS website: www.iowasudas.org. The electronic copy can be printed free of charge.
NOTICE TO BIDDERS

5044 MAPLE DRIVE
PLEASANT HILL, IOWA

Project Scope

The project includes demolition of the existing house, two sheds, vegetation, paved driveway and sidewalk, fence, backfill, rough grading and all associated components necessary to complete the project.

Method of Submitting a Proposal

Emailed, postal mailed, or faxed proposals for the work comprising the improvements as stated above must be received by the City office stated below before **2:00 P.M. on the 17th day of May, 2023.** Bids received after the deadline for submission of bids as stated herein shall not be considered. Submit proposals to:

City of Pleasant Hill – Parks and Recreation Department
Attn: Ryan Merritt
5160 Maple Dr., Suite A
Pleasant Hill, Iowa 50327
(515) 262-9368 – office     (515) 262-9570 – fax
rmerritt@pleasanthilliowa.org – e-mail

City’s Evaluation of Proposal and Award of Contract

Proposals will be opened and bids tabulated at **2:00 P.M. on the 17th day of May, 2023,** by the City.

Commencement of Work

Work on the improvement shall be commenced any time after a verbal Notice to Proceed is issued, anticipated date for the Notice to Proceed is June 1, 2023, and be completed as stated below. The preconstruction conference is expected to occur on June 1, 2023.

Pre-bid Meeting

A pre-bid meeting will be held on May 10th, 2023 at 11:00 A.M. at the project site. This is not required, but encouraged to attend to ask any questions.

Contract Documents

Electronic copies of the Contract Documents are being provided to each Bidder. Paper copies are available upon request.
Contract

The successful bidder shall enter into a written Contract on a form provided by the Engineer.

Bonding Requirements

A Performance, Payment, and Maintenance Bond will not be required for this project. A Bid Bond will not be required for this project.

Insurance Requirements

The Contractor shall provide a copy of its Certificate of Insurance to verify that the Contractor maintains liability and workers compensation insurance. Limits of insurance shall be in accordance with Section 1070.3.02 of the SUDAS Standard Specifications.

Title VI Compliance

The City of Pleasant Hill, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Pleasant Hill and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Pleasant Hill will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project.

Completion of Work

The Contractor shall fully complete the project no later than August 25th, 2023. Fully complete shall be defined as all work being completed, and all improvements being ready for final acceptance.

The City of Pleasant Hill does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.
**PROPOSAL**

**5044 MAPLE DRIVE**

Contact: Ryan Merritt

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<tr>
<th>ITEM NO.</th>
<th>ITEM</th>
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<th>TOTAL PRICE</th>
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<tr>
<td>8</td>
<td>Filter Sock</td>
<td>LS</td>
<td>1</td>
<td>$</td>
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**TOTAL AMOUNT BID:** $ 

Bidder __________________________ Phone __________________________

By __________________________ E-mail __________________________

Title __________________________ Date __________________________
CONTRACT

THIS CONTRACT, made and entered into at Pleasant Hill City Hall this __________ day of __________, 20________, by and between the City of Pleasant Hill, Iowa by its Mayor, upon order of its City Council hereinafter called the “Jurisdiction,” and __________ hereinafter called the “Contractor.”

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders for the following described improvements:

5044 MAPLE DRIVE
PLEASANT HILL, IOWA

The project includes demolition of the existing house, two sheds, vegetation, paved driveway and sidewalk, fence, backfill, rough grading and all associated components necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction’s payment of the bid amount of _______________________________ DOLLARS ($___________). The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to fully complete the project as described in the Notice to Bidders no later than August 25th, 2023.
IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By: Michele Pfeiffer

(Seal)

ATTTEST:

Michele Pfeiffer

CONTRACTOR:

Iowa Demolition - Cody VanderSluis

Contractor

By: ______________________

Signature

Project Manager

Title

1901 Eastern Blvd

Street Address

Des Moines 50316

City, State, Zip Code

515-265-0005

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1334.30 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:
   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor’s responsibility to comply with said Section 91C.7 before commencing this work.
   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.
INDIVIDUAL ACKNOWLEDGEMENT

State of ____________________________) SS
_________________________ County)

On this ________ day of ______________________, 20___, before me, the undersigned, a Notary Public in and for the State of ____________________________, personally appeared ____________________________, and ____________________________, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of ____________________________
My commission expires ______________________, 20___

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of ____________) SS
_________________________ County)

On this 25th day of May, 2023, before me a Notary Public in and for said county, personally appeared Cody Vanderlius, to me personally known, who being by me duly sworn did say that person is Project mgr. of said Iowa Demolition, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Iowa Demolition, and that said instrument was signed and sealed on behalf of the said Iowa Demolition, by authority of its managers and the said Cody Vanderlius acknowledged the execution of said instrument to be the voluntary act and deed of said Iowa Demolition, by it voluntarily executed.

MICHELE PFEIFFER
Commission Number 806138
My Commission Expires August 31, 2023

Notary Public in and for the State of Iowa
My commission expires August 31, 2023
CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is award and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

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<tr>
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TOTAL CONTRACT AMOUNT: $34,500.00
Form W-9  
Request for Taxpayer Identification Number and Certification  

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

EIS Holding, LLC

2. Business name/disregarded entity name, if different from above

Earth Services & Abatement, LLC dba Iowa Demolition

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Unlimited liability company. Enter the tax classification (C=corporation, S=s corporation, P=Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)\

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

- Exempt payee code (if any) ______
- Exemption from FATCA reporting code (if any) ______

(Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.

4028 Daley Avenue

City, state, and ZIP code

North Richland Hills, TX 76180

6. List account number(s) here (optional)

Requester's name and address (optional)

Part I  
Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN), if you do not have a number, see How to get a TIN, later.

Social security number

Employer identification number

Part II  
Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check at least one item above if you have been notified by the IRS that you are subject to backup withholding. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here  

Signature of U.S. person  

Date  
01/02/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an Information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an Information return the amount paid to you, or other amount reportable on an Information return. Examples of Information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:

PHONE: 
FAX: 
EMAIL: 

INSCRIBER(S) AFFORDING COVERAGE
INSCRIBER A: Steadfast Insurance Company 26387
INSCRIBER B: Zurich American Insurance Company 16535
INSCRIBER C: Continental Casualty Company 20443
INSCRIBER D: Ironshore Specialty Insurance Co 25445
INSCRIBER E: 

COVERAGES

EARTH SVC S CERTIFICATE NUMBER: 19604163

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

City of Pleasant Hill and Snyder and Associates are included as Additional Insureds in accordance with the General Liability and Auto Liability as per written contract, subject to terms, conditions, and exclusions of policies.

Waiver of Subrogation applies in favor of additional insured as required by written contract as respect to General Liability, Auto Liability, and Workers Compensation, subject to terms, conditions and exclusions where applicable by state law.

CERTIFICATE HOLDER

19604163
City of Pleasant Hill
5160 Maple Drive #A
Pleasant Hill, IA 50327

CANCELLATION

See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2018 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: EIS HOLDING, LLC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.
Coverage Extension Endorsement

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form
- Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:
   
   The following are also "insureds":
   
   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
   
   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
   
   c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
   
   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a,(2) and a,(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.
C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:
   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:
   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and

b. Any:

   (1) Overdue lease or loan payments at the time of the "loss";  
   (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;  
   (3) Security deposits not returned by the lessor;  
   (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and  
   (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:
(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto". However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III — Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV — Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".
K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss";
   5. Destruction.

2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

U-CA-424-F CW (04/14)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph f. of the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.
U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.
Waiver of Transfer of Rights of Recovery Against Others — Blanket as Required by Contract

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Named Insured and Mailing Address:
EIS HOLDING, LLC
4028 DALEY AVE
FORT WORTH, TX 76180-8600

Producer:
IBTX RISK SERVICES
10101 REUNION PL STE 100
SAN ANTONIO, TX 78216-4165

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
Environmental Services Package Policy

[X] COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY
[X] COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY
[X] COVERAGE PART THREE - PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS - OTHER THAN MANUFACTURERS OF ASBESTOS, MANUFACTURERS WHOSE COMPONENT PARTS INCLUDE ASBESTOS, OR DISTRIBUTORS OF A PRODUCT THAT CONTAINS ASBESTOS - THAT ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH YOU, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.
Additional Insured — Automatic — Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Policy Number: GPL 2461633-02
Effective Date: 6/30/2022

Name Insured & Mailing Address:
EIS Holding, LLC
4028 Daley Ave.
Fort Worth, TX 76180-8600

Producer
IBTX Risk Services
10101 Reunion Place, Suite 100
San Antonio, TX 78216-4165

This endorsement modifies insurance provided under the:


A. Section I — Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
   b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

   (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
   (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

   (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
   (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (b), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
   b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

   (1) Your ongoing operations, with respect to Paragraph 2.a. above; or
   (2) "Your work", with respect to Paragraph 2.b. above,
and advertising injury" is caused, in whole or in part, by:
(1) Your acts or omissions; or
(2) The acts or omissions of those acting on your behalf,
in the performance of:

(a) Your ongoing operations, with respect to Paragraph 2.a. above; or
(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.
However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

So far with respect to this Paragraph (ii), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
b. With respect to ongoing operations (If no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or
(2) The acts or omissions of those acting on your behalf,

In the performance of your ongoing operations, which is the subject of the written contract or written agreement.
However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;
(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
(c) Only applies if the "bodily Injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
b. With respect to the "products-completed operations hazard" (if no form is specified), such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement. However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;
(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

 Solely with respect to this Paragraph (4), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury" or "property damage" which occurs during the policy period and after the end of that minimum time period.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Common Coverage Provisions, Section IV — Claims Provisions, Paragraph 2:
The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
(2) We receive written notice of a claim or "suit" as soon as practicable; and
(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity.

This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:
1. The following is added to the Other Insurance Condition of Section V — Conditions, Paragraph 8: Primary and Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and
b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 8.b. of the Other Insurance Condition under Section V —
This insurance is excess over:
Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under this endorsement, the following is added to Section III — Limits Of Insurance:
Additional Insured — Automatic — Owners, Lessees Or Contractors Limit
The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations. All other terms, conditions, provisions and exclusions of this policy remain the same.

STF-ESP-MAN-02 (08/20)
## TABULATION OF BIDS

City of Pleasant Hill
5044 Maple Drive - Building Demolition
123.0030.01
May 17, 2023 2:00 pm

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>TOTAL PRICE</th>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ENGINEER’S ESTIMATE</td>
<td>IOWA DEMOLITION</td>
<td>ELDER CORPORATION</td>
</tr>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td>$2,500.00</td>
<td>$964.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>2</td>
<td>Demolition of house and two sheds</td>
<td>LS</td>
<td>1</td>
<td>$20,000.00</td>
<td>$13,862.00</td>
<td>$13,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Demolition of asphalt driveway and PCC parking/sidewalk</td>
<td>SF</td>
<td>1,070</td>
<td>$2,675.00</td>
<td>$2,825.00</td>
<td>$3,498.90</td>
</tr>
<tr>
<td>4</td>
<td>Demolition of pavers/vegetation/fence/1 utility pole/car port</td>
<td>LS</td>
<td>1</td>
<td>$5,000.00</td>
<td>$799.00</td>
<td>$12,800.00</td>
</tr>
<tr>
<td>5</td>
<td>Backfill &amp; Grading</td>
<td>CY</td>
<td>550</td>
<td>$11,000.00</td>
<td>$8,555.00</td>
<td>$4,595.00</td>
</tr>
<tr>
<td>6</td>
<td>Water Service - add yard hydrant</td>
<td>LS</td>
<td>1</td>
<td>$2,750.00</td>
<td>$3,100.00</td>
<td>$3,550.00</td>
</tr>
<tr>
<td>7</td>
<td>Sanitary Sewer Cap</td>
<td>LS</td>
<td>1</td>
<td>$2,500.00</td>
<td>$4,395.00</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>8</td>
<td>Filter Sock</td>
<td>LS</td>
<td>1</td>
<td>$1,000.00</td>
<td>-</td>
<td>$700.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL BASE BID:</td>
<td></td>
<td></td>
<td>$47,425.00</td>
<td>$34,500.00</td>
<td>$43,418.90</td>
</tr>
</tbody>
</table>

Notes

* Total Price amount adjusted sumation of bid items.
May 17, 2023

Ryan Merritt
City of Pleasant Hill
Parks & Recreation Department
5160 Maple Drive, Suite A
Pleasant Hill, IA 50327

RE: BID TABULATION AND RECOMMENDATION
5044 MAPLE DRIVE – BUILDING DEMOLITION PROJECT

Dear Ryan:

Bid proposals were received on May 17, 2023 for the 5044 Maple Drive – Building Demolition Project. Two bids were submitted, with Iowa Demolition being the low bidder in the amount of $34,500.00. Please see the attached Bid Tabulation for additional information.

Snyder & Associates recommends awarding the construction contract of Total Bid Amount to Iowa Demolition in the amount of $34,500.00.

Please feel free to give me a call with any questions or comments.

Sincerely,

SNYDER & ASSOCIATES, INC.

Clay Schneckloth, PLA
Project Manager

Enclosure

CC: File
DATE: JULY 13, 2023

TO: MAYOR & CITY COUNCIL

FROM: RYAN MERRITT, PARKS & RECREATION MANAGER

SUBJECT: A.B.A.T.E. MOTORCYCLE RIDE/TOY DRIVE

BACKGROUND:
The A.B.A.T.E. of Iowa District 4 is proposing a motorcycle ride through that will pass through Pleasant Hill. This ride will be a charity fundraiser to collect toys and donations for shelters and charities for underprivileged children.

A.B.A.T.E. is a rights organization consisting of motorcycle enthusiasts throughout the state of Iowa. Their goals and purposes are to keep motorcyclists, members, and the public informed, to promote safe riding habits, and to encourage favorable legislation for motorcyclists.

The event is scheduled for October 8th, 2023 from 1:00-3:00 PM.

The special event application and route information has been reviewed and recommended by all departments.

ALTERNATIVES:
Not approve the application

FINANCIAL CONSIDERATIONS:
N/A

RECOMMENDATION:
Approve the event application.
# Special Events Application

City of Pleasant Hill Parks and Recreation  
5180 Maple Drive, Suite A, Pleasant Hill Iowa 50327  
Ph: 515-262-9368  Fax: 515-262-9570  
pleasanthilliowa.org

## Contact Information

<table>
<thead>
<tr>
<th>Organization:</th>
<th>A.B.A.T.E. of Iowa District 4</th>
<th>Applicant's Name:</th>
<th>Matt Davis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category:</td>
<td>Private □ Commercial ☑ Nonprofit/Civic □ Government/School □ Other (specify below) (Not for Profit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Ph:</td>
<td></td>
<td>Work Ph:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:OldBlondie2001@gmail.com">OldBlondie2001@gmail.com</a></td>
<td>State ID# (for non-profit):</td>
<td>42-1236906</td>
</tr>
<tr>
<td>Address:</td>
<td>P.O. Box 8178</td>
<td>State:</td>
<td>Iowa</td>
</tr>
<tr>
<td>City:</td>
<td>Des Moines 1</td>
<td>Zip:</td>
<td>50301</td>
</tr>
</tbody>
</table>

## Rental Details

<table>
<thead>
<tr>
<th>Name of Park/Location:</th>
<th>Streets in Pleasant Hill</th>
<th>Site within Park:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Event:</td>
<td>October 8th 2023</td>
<td>Estimated Attendance:</td>
</tr>
<tr>
<td>Set Up Date and Time:</td>
<td>10/8/23</td>
<td>Event Time: 1:00 - 3:00</td>
</tr>
<tr>
<td>Clean Up Date and Time:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Description

*This event is a motorcycle ride. It is a charity fundraiser to collect toys and donations for shelters and charities for underprivileged children.*

## Additional Event Uses

<table>
<thead>
<tr>
<th>Alcohol</th>
<th>Fireworks</th>
<th>Road Closing</th>
<th>Amplified Sound</th>
</tr>
</thead>
<tbody>
<tr>
<td>□Yes</td>
<td>□Yes</td>
<td>□Yes</td>
<td>□Yes</td>
</tr>
</tbody>
</table>

*Permits or additional documents may be required for any of the following activities.*

**Event insurance**  
- Yes □ No □ We have our own insurance

A copy of the certificate of insurance with the City of Pleasant Hill added as an additional insured must be provided. Minimum coverage and limits of liability are $1,000,000 per occurrence, $2,000,000 aggregate Commercial General Liability insurance, including Liquor Liability, if alcoholic beverages are served.

**Additional electricity**  
- Yes □ No

Most parks have 110V/20 amp electricity. This may not be adequate for some event. If additional power is needed, the user may bring a generator. Specify size and type of generator:

**Additional toilets**  
- Yes □ No

The applicant must provide portable restrooms at city approved locations for each 100 people expected in attendance. The units must be maintained throughout the event and removed the next business day upon completion of the event.

**Catering / selling food**  
- Yes □ No

Specify the type and size of power source needed (generator, park power, etc):

---

**Note:** Pleasant Hill Parks are smoke free. In accordance with the Iowa Smoke Free Air Act, smoking is prohibited in the parks.

*Updated: April 2022*
### Additional Event Uses (continued)
Permits or additional documents may be required for any of the following activities.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erecting inflatable(s), tents, rides, games, signs, etc.</td>
<td>Please indicate type and quantity: ☐ Inflatable Rides ☐ Tent or Canopy ☐ Climbing Wall ☐ Dunk Tank ☐ Stage ☐ Signs ☐ Other. Park rental must be paid for all days that the structures and/or equipment are placed.</td>
</tr>
<tr>
<td>Limited public access to park</td>
<td>If yes, describe location and type of fencing or other structures used to limit access.</td>
</tr>
<tr>
<td>Vehicle access off of road/parking lot</td>
<td>Driving off of road or parking lots shall be for loading and unloading only. No vehicles are allowed to park for an extended period of time off of the road or parking areas in any city park.</td>
</tr>
<tr>
<td>Open to the public</td>
<td>Is an admission charged or donation requested? ☒ Yes ☐ No If Yes, how much? $ Donation of Toys (New) or Monetary Donation</td>
</tr>
<tr>
<td>Additional trash containers needed</td>
<td>Dumpsterers will be required for event with over 150 participants. All garbage must be removed from the park by the applicant at the close of the event. Recycle stations are highly encouraged.</td>
</tr>
<tr>
<td>Partnership with city</td>
<td>If yes, specify which city department(s). Staff person: ___________________ Staff contact phone #: ___________________</td>
</tr>
</tbody>
</table>

### Site Plan
The plan must include: (parking for ☐ Handicap, ☐ Volunteers, ☐ Vendors and ☐ Participants) ☐ Stages, ☐ Generators, ☐ Dumpsterers, ☐ Rides, ☐ Tents, ☐ Vendor Booths, ☐ Portable Restrooms, ☐ Fencing, ☐ Promotional Signs, ☐ Traffic Management Signs, ☐ Traffic Controllers, ☐ Smoking Area

Race/walk routes: Any type of contest, tournament, race or walk must show the course layout and route on the site plan.

On site conference: The applicant must schedule an on-site conference with City representatives at least 30 days before the event to review the site plan. The site plan must be approved by the City before the event may be set up.

### Fees & Charges (Payable by cash or check)
Make checks payable to the City of Pleasant Hill.

<table>
<thead>
<tr>
<th>Fee: $________</th>
<th>☐ Cash ☐ Check #</th>
<th>Receipt #</th>
<th>Process by:</th>
<th>Date:</th>
</tr>
</thead>
</table>

Applicant Signature: ___________________ Date: 5/4/2023
APPLICATION FOR PARADE PERMIT

40th Annual Toy Run

Please complete form and return to: City Clerk’s Office, 5160 Maple Drive, Suite A
Application must be submitted to the City Clerk at least 48 hours prior to the event.

Permit Fee - NO FEE.

Name of Organization or Firm: A.B.A.T.E. of Iowa District 4
Name of Owner, Operator, Agent: Matt Davis
Address: PO Box 8162 Des Moines IA 50301
Phone Number: 515-808-1071
(Home Phone) (Business Phone) (Cell Phone)

Date(s) and Time(s) of Parade: October 8th 2017 1:00 pm - 3:00 pm
Parade Route: From DSM on Vandalia Rd to I-380 at Pleasant Hill
5 Peggy Hill Blvd. Turn R onto Pennington Ave Heading East
Turn L onto SE 80th St heading North. Turn R onto
Hwy 163 heading East and we are through Pleasant Hill
on our way to destination.

Applicant’s Signature Matt Davis Print Name Matt Davis

For Office Personnel Only

Date Submitted: ____________________________  Permit No. ____________________________
Fire Department: _________________________
Police Department: _______________________
City Clerk’s Office _______________________

Revised 07.03.08
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

INSURER(S) AFFORDING COVERAGE

INSURER A: West Bend Mutual
INSURER B: 
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 

NAIC #

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER

City of Pleasant Hill
5160 Maple Dr.
Pleasant Hill IA 50327
United States

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
DATE: JUNE 13, 2023

TO: MAYOR & CITY COUNCIL

FROM: J. BENJAMIN CHAMP, ICMA-CM, AICP, CEcD, EDFP, ASLA
      CITY MANAGER

SUBJECT: LEASE AGREEMENT WITH PLEASANT HILL CHAMBER OF COMMERCE

BACKGROUND:
The City of Pleasant Hill has provided office space to the Pleasant Hill Chamber of Commerce for many years. A separated office suite at the 5160 Maple Drive office building containing City Hall is utilized by the Chamber at no cost and the common areas of the suite are available to the City and the Chamber. To assist in continuing this relationship, the attached renewal lease agreement has been developed. The Chamber receives one office within the 1960 square foot space and access to a shared conference room. The City is credited with a Presidents’ level membership to the organization. The City provides utilities and access to a copier. Following is a resolution to approve renewal of the one-year lease agreement to begin July 1, 2023.

ALTERNATIVES:
Not approve the lease agreement at this time.

FINANCIAL CONSIDERATIONS:
There is no financial compensation for the use of the space. However, the City is provided with Presidents Club status as a Chamber member and the City receives the collaborative benefits of the co-located staff in the same building as City Hall.

RECOMMENDATION:
Approve the resolution for the lease agreement.
RESOLUTION #061323-14
A RESOLUTION APPROVING LEASE AGREEMENT
WITH
PLEASANT HILL CHAMBER OF COMMERCE

WHEREAS, the City of Pleasant Hill provides office space to the Pleasant Hill Chamber of Commerce; and

WHEREAS, the attached lease agreement renewal has been developed for the use of property at 5160 Maple Drive by the Chamber to continue the arrangement;

THEREFORE, BE IT RESOLVED, that the Pleasant Hill City Council hereby approves and authorizes the Mayor to sign the attached lease agreement with the Pleasant Hill Chamber of Commerce.

ADOPTED June 13, 2023

__________________________________________
Mark A. Konrad, Mayor Pro Tem

ATTEST:

__________________________________________
Dena Spooner, City Clerk/Finance Director
LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into this _____ day of ________________, 20223, by and between City of Pleasant Hill ("Landlord"), whose address, for the purpose of this lease, is 5160 Maple Drive, Pleasant Hill, IA, 50327, and Pleasant Hill Chamber of Commerce ("Tenant"), whose address for the purpose of this lease is 5160 Maple Drive, Pleasant Hill, Iowa 50327.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Polk County, Iowa:

   A portion of approximately the Eastern 1960 square feet of 5160 Maple Drive, Pleasant Hill, Iowa 50327. This lease grants Tenant the right to occupy one office located in said 1960 square feet, as well as shared access to the common areas therein, which include a hallway, storage area, restroom, and conference room. Access to the common areas is shared with Landlord.

   together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 20232, and ending on the 30th day of June, 20234, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent $ 1.00, in advance commencing on the 1st day of July, 20232, for the term of this lease. Rent for any partial month shall be prorated as additional rent. Tenant shall also provide Landlord with a Pleasant Hill Chamber of Commerce President’s Club Membership as consideration for this lease. Gas and electric utility service shall be provided by the Landlord. Tenant will be provided access to City Hall Wi-Fi and shall have the ability to utilize the City Hall copier during business hours.

   All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

4. **USE.** Tenant shall use the premises only for any legal purpose associated with the business activities of Pleasant Hill Chamber of Commerce.

5. **CARE AND MAINTENANCE.**
   (a) Tenant takes the premises as is, except as herein provided.
   (b) Landlord shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after
written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord.

6. UTILITIES AND SERVICES. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.
A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of $1,000,000.00 each occurrence and $2,000,000.00 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

10. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. INDEMNITY Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

12. DAMAGE. In the event of damage to the premises, so that Tenant is unable to
13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

**EVENTS OF DEFAULT**

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

**NOTICE OF DEFAULT**

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

**REMEDIES**

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the
time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. SIGNS. Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.

16. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

_________________________________
City of Pleasant Hill, LANDLORD

_________________________________
Pleasant Hill Chamber of Commerce, TENANT
DATE: JUNE 13, 2023
TO: MAYOR & CITY COUNCIL
FROM: MADELINE STURMS, AICP, CPM
ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PRELIMINARY PLAT
THE CROSSING AT PLEASANT HILL

BACKGROUND:
The City has received a preliminary plat for approximately 23.51 acres of vacant land generally located east of NE 60th Street, north of Martha L. Miller Drive, and south of University Avenue. The Crossing at Pleasant Hill, LLC is the applicant for the project with the intention of subdividing the property for commercial development. The property is zoned C-2 Regional Commercial Zoning District.

The preliminary plat provides for the property to be subdivided into fourteen lots of varying sizes for future commercial development. The developer will construct a deceleration lane on University Avenue and the NE 62nd Street public improvements to connect E University Avenue to the existing extension of Martha L. Miller Drive and a private frontage road constructed to City standards extending east from the NE 62nd Street connection to NE 64th Street. Lots 1-6 will have access from the existing Martha L Miller Drive and lots 7-14 will have access from the newly constructed frontage road. The applicant is working with the Iowa Department of Transportation on the construction documents for the deceleration lane and is working through a Traffic Impact Study to determine final design for roadway improvements. A portion of the NE 62nd Street right-of-way will need to be vacated as part of the platting process to accommodate the updated alignment of the roadway. Vacation plats have been provided alongside the preliminary plat and additional action will be needed by City council to vacate the right-of-way in accordance with Iowa Code following a public hearing.

The plat provides for the extension new public utilities including extension of water and sanitary sewer to serve the lots. Stormwater detention is proposed primarily along the northern property limits through basins and swales. The swales graded as part of the preliminary plat are intended to be temporary in nature and would be modified during the site plan process with individual lot development.

Staff has reviewed the documents and finds them to be in conformance with the requirements of a preliminary plat. Following the preliminary plat consideration, a final plat would be required prior to completion of the project and acceptance of the public improvements. The Planning & Zoning Commission recommended approval of the preliminary plat at their June 5, 2023 meeting subject to any remaining staff comments. Following are two resolutions for the project,
the first to approve the preliminary plat for The Crossing at Pleasant Hill and the second to set a public hearing to begin the right-of-way vacation process.

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

**FINANCIAL CONSIDERATIONS:**
N/A

**RECOMMENDATION:**
Consider approval of the attached resolutions approving the preliminary plat for The Crossing at Pleasant Hill and setting the public hearing to consider the vacation of the right of way and public utility easement subject to any remaining staff comments.
RESOLUTION #061323-15

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE CROSSING AT PLEASANT HILL

WHEREAS, the Pleasant Hill City Council and the Planning and Zoning Commission have received and reviewed the preliminary plat for The Crossing at Pleasant Hill for 23.51 acres of land generally located east of NE 60th Street, north of Martha L. Miller Drive, and south of University Avenue; and

WHEREAS, Planning and Zoning Commission recommended approval of the preliminary plat and for The Crossing at Pleasant Hill at their June 5, 2023 meeting; and

WHEREAS, the property will be subdivided into fourteen lots for development in the C-2 Regional Commercial zoning district;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the preliminary plat for The Crossing at Pleasant Hill subject to the vacation and acquisition of right-of-way known as NE 62nd Street and Public Utility Easements following a public hearing and subject to any remaining staff comments.

ADOPTED this 13th day of June 2023.

__________________________________________________________
Mark A. Konrad, Mayor Pro-Tem

ATTEST:

__________________________________________________________
Dena Spooner, City Clerk/Finance Director
RESOLUTION #061323-16

A RESOLUTION SETTING A PUBLIC HEARING ON THE VACATION OF PUBLIC RIGHT OF WAY KNOWN AS NE 62nd STREET AND PUBLIC UTILITY EASEMENT ADJACENT TO SAID RIGHT OF WAY LOCATED WITHIN THE CITY OF PLEASANT HILL, IOWA

WHEREAS, a proposal has been made for the City to vacate certain portions of public right of way known as NE 62nd Street and a public utility easement adjacent to said right of way and legally described as follows:

R.O.W. VACATION
A PARCEL OF LAND IN LOT 'D', PLEASANT HILL CENTRE I, AN OFFICIAL PLAT RECORDED IN BOOK 10511, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF PLEASANT HILL, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SAID LOT 'D', SAID NW CORNER ALSO BEING THE NE CORNER OF LOT 6 OF SAID PLEASANT HILL CENTRE I AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NE UNIVERSITY AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE S87°51'30"E, 60.05 FEET ALONG THE NORTH LINE OF SAID LOT 'D' AND SAID SOUTH RIGHT-OF-WAY LINE TO THE NE CORNER OF SAID LOT 'D', SAID NE CORNER ALSO BEING THE NW CORNER OF LOT 7 OF SAID PLEASANT HILL CENTRE I; THENCE S00°05'58"E, 475.29 FEET ALONG THE EAST LINE OF SAID LOT 'D' AND THE WEST LINE OF SAID LOT 7 TO A POINT; THENCE NORTHWASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 829.45 FEET AND A CHORD BEARING N69°03'01"W, AN ARC LENGTH OF 64.31 FEET TO THE NE CORNER OF THE ACQUISITION PLAT RECORDED IN BOOK 17866, PAGE 223 AT THE POLK COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT 'D' AND THE EAST LINE OF SAID LOT 6; THENCE N00°05'58"W, 454.55 FEET ALONG SAID WEST LINE OF LOT 'D' AND SAID EAST LINE OF LOT 6 TO THE POINT OF BEGINNING AND CONTAINING 0.64 ACRES MORE OR LESS.

PUE EASEMENT VACATION
THE 15.00 FOOT PUBLIC UTILITY EASEMENT IN LOT 6, PLEASANT HILL CENTRE 1, AN OFFICIAL PLAT RECORDED IN BOOK 10511, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, LYING DIRECTLY WEST OF AND ADJACENT TO THE WEST LINE OF LOT 'D' OF SAID PLEASANT HILL CENTRE 1 AND NORTH OF THE ACQUISITION PLAT RECORDED IN BOOK 17866, PAGE 223 AT THE POLK COUNTY RECORDER'S OFFICE AND CONTAINING 6,709 SQUARE FEET MORE OR LESS.

AND

THE 15.00 FOOT PUBLIC UTILITY EASEMENT IN LOT 7, PLEASANT HILL CENTRE 1, AN OFFICIAL PLAT RECORDED IN BOOK 10511, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, LYING DIRECTLY EAST OF AND ADJACENT TO THE EAST LINE OF LOT 'D' OF SAID PLEASANT HILL CENTRE 1 AND CONTAINING 6,505 SQUARE FEET MORE OR LESS.

WHEREAS, the City Engineer has reviewed and approved said vacations; and

WHEREAS, the Code of Iowa provides that right of way and public utility easement may be vacated only after notice and hearing as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pleasant Hill, Iowa, that a public hearing before this Council on the proposal set forth in the preamble to this Resolution is set for 6:00 p.m., on the 27th day of June 2023. The City Clerk is directed to publish the Notice of said hearing at the time and in the manner required by law.

DATED at Pleasant Hill, Iowa, this 13th day of June 2023.

___________________________________
Mark A. Konrad, Mayor Pro Tem

ATTEST:

________________________________________
Dena Spooner, City Clerk/Finance Director
NOTICE

NOTICE OF HEARING ON PROPOSAL FOR THE VACATION OF PUBLIC RIGHT OF WAY KNOWN AS NE 62nd STREET AND PUBLIC UTILITY EASEMENT ADJACENT TO SAID RIGHT OF WAY LOCATED WITHIN THE CITY OF PLEASANT HILL, IOWA

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, (2020), MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF A PORTION OF A PUBLIC RIGHT OF WAY WITHIN THE CITY OF PLEASANT HILL

NOTICE IS HEREBY GIVEN that on the 27th day of June, 2023, at 6:00 p.m., on said day, at the City Council Chambers, 5160 Maple Drive, Pleasant Hill, IA 50327, a public hearing will be held by the said City Council on a proposal for the City to vacate the following described public right of way:

R.O.W. VACATION
A PARCEL OF LAND IN LOT 'D', PLEASANT HILL CENTRE I, AN OFFICIAL PLAT RECORDED IN BOOK 10511, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF PLEASANT HILL, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SAID LOT 'D', SAID NW CORNER ALSO BEING THE NE CORNER OF LOT 6 OF SAID PLEASANT HILL CENTRE I AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NE UNIVERSITY AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE S87°51’30"E, 60.05 FEET ALONG THE NORTH LINE OF SAID LOT 'D' AND SAID SOUTH RIGHT-OF-WAY LINE TO THE NE CORNER OF SAID LOT 'D', SAID NE CORNER ALSO BEING THE NW CORNER OF LOT 7 OF SAID PLEASANT HILL CENTRE I; THENCE S00°05’58"E, 475.29 FEET ALONG THE EAST LINE OF SAID LOT 'D' AND THE WEST LINE OF SAID LOT 7 TO A POINT; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 829.45 FEET AND A CHORD BEARING N69°03’01"W, AN ARC LENGTH OF 64.31 FEET TO THE NE CORNER OF THE ACQUISITION PLAT RECORDED IN BOOK 17866, PAGE 223 AT THE POLK COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT 'D' AND THE EAST LINE OF SAID LOT 6; THENCE N00°05’58"W, 454.55 FEET ALONG SAID WEST LINE OF LOT 'D' AND SAID EAST LINE OF LOT 6 TO THE POINT OF BEGINNING AND CONTAINING 0.64 ACRES MORE OR LESS.

PUE EASEMENT VACATION
THE 15.00 FOOT PUBLIC UTILITY EASEMENT IN LOT 6, PLEASANT HILL CENTRE 1, AN OFFICIAL PLAT RECORDED IN BOOK 10511, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, LYING DIRECTLY WEST OF AND ADJACENT TO THE WEST LINE OF LOT 'D' OF SAID PLEASANT HILL CENTRE 1 AND NORTH OF THE ACQUISITION PLAT RECORDED IN BOOK 17866, PAGE 223 AT THE POLK COUNTY RECORDER'S OFFICE AND CONTAINING 6,709 SQUARE FEET MORE OR LESS.

AND

THE 15.00 FOOT PUBLIC UTILITY EASEMENT IN LOT 7, PLEASANT HILL CENTRE 1, AN OFFICIAL PLAT RECORDED IN BOOK 10511, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, LYING DIRECTLY EAST OF AND ADJACENT TO THE EAST LINE OF LOT 'D' OF SAID PLEASANT HILL CENTRE 1 AND CONTAINING 6,505 SQUARE FEET MORE OR LESS.

YOU ARE FURTHER NOTIFIED that the proposed vacation of portions of public rights of way, as described above, will come on for hearing and be heard before the City Council of the City of Pleasant Hill, Iowa, at the time and place aforesaid and that at such time and place, all parties in interest and citizens shall have an opportunity to be heard.

Dena Spooner, City Clerk
EXHIBIT 'A'
PUBLIC UTILITY EASEMENT VACATION PLAT
PLEASANT HILL, IOWA

LEGAL DESCRIPTION: PROPERTY
LOT 6 AND LOT 7, PLEASANT HILL CENTRE I, AN OFFICIAL PLAT RECORDED IN BOOK 1051I, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF PLEASANT HILL, POLK COUNTY, IOWA.

LEGAL DESCRIPTION: PUBLIC UTILITY EASEMENT VACATION
THE 15,000 FOOT PUBLIC UTILITY EASEMENT IN LOT 6, PLEASANT HILL CENTRE I, AN OFFICIAL PLAT RECORDED IN BOOK 1051I, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, LYING WEST AND DIRECTLY ADJACENT TO THE WEST LINE OF LOT 'D' IN SAID PLEASANT HILL CENTRE I AND NORTH OF THE ACQUISITION PLAT ESTABLISHED AND RECORDED IN BOOK 17866, PAGE 223 AT THE POLK COUNTY RECORDER'S OFFICE AND CONTAINING 6,709 SQUARE FEET MORE OR LESS.

AND

THE 15,000 FOOT PUBLIC UTILITY EASEMENT IN LOT 7, PLEASANT HILL CENTRE I, AN OFFICIAL PLAT RECORDED IN BOOK 1051I, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, LYING EAST AND DIRECTLY ADJACENT TO THE EAST LINE OF LOT 'D' IN SAID PLEASANT HILL CENTRE I AND CONTAINING 6,505 SQUARE FEET MORE OR LESS.

NOTES
1. THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PROVIDED TO THIS SURVEYOR.

LEGEND

CERTIFICATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A LEGALLY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAW OF THE STATE OF IOWA.

[Signature]

[License Number]

[Signature]

[License Renewal Date]

SCALE: 1"=10'

DATE:

DRAFTED BY:

DRAWN BY:

SHEET 1/2

CIVIL ENGINEERING CONSULTANTS, INC.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

PRELIMINARY
EXHIBIT 'A'
RIGHT-OF-WAY VACATION PLAT
PLEASANT HILL, IOWA

LEGAL DESCRIPTION: PROPERTY
LOT D', PLEASANT HILL CENTRE I, AN OFFICIAL PLAT RECORDED IN BOOK 1051, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF PLEASANT HILL, POLK COUNTY, IOWA.

LEGAL DESCRIPTION: RIGHT-OF-WAY VACATION
A PARCEL OF LAND IN LOT D', PLEASANT HILL CENTRE I, AN OFFICIAL PLAT RECORDED IN BOOK 1051, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF PLEASANT HILL, POLK COUNTY, IOWA. THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NN CORNER OF SAID LOT D', SAID NN CORNER ALSO BEING THE NE CORNER OF LOT 6 IN SAID PLEASANT HILL CENTRE I AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF UE UNIVERSITY AVE, AS IT IS PRESENTLY ESTABLISHED; THENCE S67°52'54"E, 60.04 FEET ALONG THE NORTH LINE OF SAID LOT D' AND SAID SOUTH RIGHT-OF-WAY LINE TO THE NE CORNER OF SAID LOT D'; SAID NE CORNER ALSO BEING THE NN CORNER OF LOT 7 IN SAID PLEASANT HILL CENTRE I; THENCE S00°00'58"E, 475.47 FEET ALONG THE EAST LINE OF SAID LOT D' AND THE WEST LINE OF SAID LOT 7 TO A POINT, THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 824.45 FEET AND A CHORD BEARING N64°50'34"W, AN ARC LENGTH OF 64.31 FEET TO THE NE CORNER OF THE ACQUISITION PLAT ESTABLISHED AND RECORDED IN BOOK 11866, PAGE 223 AT THE POLK COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT D' AND THE EAST LINE OF SAID LOT 7; THENCE N00°05'58"W, 454.71 FEET ALONG SAID WEST LINE OF LOT D' AND SAID EAST LINE OF LOT 6 TO THE POINT OF BEGINNING AND CONTAINING 0.64 ACRES MORE OR LESS.

NOTES
1. THIS PARCEL MAY BE Subject TO EASEMENTS OF RECORD, NO TITLE INDEX HAS PROVIDED TO THIS SURVEYOR.

LEGAL DESCRIPTION: PROPERTY
LOT D', PLEASANT HILL CENTRE I, AN OFFICIAL PLAT RECORDED IN BOOK 1051, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF PLEASANT HILL, POLK COUNTY, IOWA.

LEGAL DESCRIPTION: RIGHT-OF-WAY VACATION
A PARCEL OF LAND IN LOT D', PLEASANT HILL CENTRE I, AN OFFICIAL PLAT RECORDED IN BOOK 1051, PAGE 621 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF PLEASANT HILL, POLK COUNTY, IOWA. THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NN CORNER OF SAID LOT D', SAID NN CORNER ALSO BEING THE NE CORNER OF LOT 6 IN SAID PLEASANT HILL CENTRE I AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF UE UNIVERSITY AVE, AS IT IS PRESENTLY ESTABLISHED; THENCE S67°52'54"E, 60.04 FEET ALONG THE NORTH LINE OF SAID LOT D' AND SAID SOUTH RIGHT-OF-WAY LINE TO THE NE CORNER OF SAID LOT D'; SAID NE CORNER ALSO BEING THE NN CORNER OF LOT 7 IN SAID PLEASANT HILL CENTRE I; THENCE S00°00'58"E, 475.47 FEET ALONG THE EAST LINE OF SAID LOT D' AND THE WEST LINE OF SAID LOT 7 TO A POINT, THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 824.45 FEET AND A CHORD BEARING N64°50'34"W, AN ARC LENGTH OF 64.31 FEET TO THE NE CORNER OF THE ACQUISITION PLAT ESTABLISHED AND RECORDED IN BOOK 11866, PAGE 223 AT THE POLK COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT D' AND THE EAST LINE OF SAID LOT 7; THENCE N00°05'58"W, 454.71 FEET ALONG SAID WEST LINE OF LOT D' AND SAID EAST LINE OF LOT 6 TO THE POINT OF BEGINNING AND CONTAINING 0.64 ACRES MORE OR LESS.

NOTES
1. THIS PARCEL MAY BE Subject TO EASEMENTS OF RECORD, NO TITLE INDEX HAS PROVIDED TO THIS SURVEYOR.
LOCATION: PT LOT "D", PLEASANT HILL CENTRE I
PLEASANT HILL, POLK COUNTY, IOWA
REQUESTOR: HRC PLEASANT HILL II LLC
6900 WESTERN PKWY
WEST DES MOINES, IA 50266-2520
PROPRIETOR: CITY OF PLEASANT HILL
SURVEYOR: MICHAEL A. BROONER
SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE
PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW UBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

DATE OF SURVEY: NOVEMBER 28, 2022

VACATION PLAT

A PART OF LOT "D", PLEASANT HILL CENTRE I, AN OFFICIAL PLAT IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA AND MORE PARTICULARLY AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, SAID PLEASANT HILL CENTRE I; THENCE NORTH 00'15'21" WEST ALONG THE WESTERLY LINE OF SAID LOT "D", 258.31 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHERE RADIUS IS 752.45 FEET, WHOSE ARC LENGTH IS 65.41 FEET AND WHOSE CHORD BEARS SOUTH 64°50'07" EAST, 65.39 FEET TO THE EAST LINE OF SAID LOT "D"; THENCE SOUTH 00°20'58" EAST ALONG SAID EAST LINE, 542.19 FEET; THENCE SOUTH 89°47'00" WEST, 85.06 FEET TO SAID WESTERLY LINE, THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHERE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.36 FEET AND WHOSE CHORD BEARS NORTH 44°40'29" EAST, 35.42 FEET; THENCE NORTH 00°28'03" WEST ALONG SAID WESTERLY LINE, 284.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.77 ACRES (33,588 SQUARE FEET).

ZONING

EXISTING: C-2 REGIONAL COMMERCIAL

 invitropted to PLEASANT HILL CENTRE I
MEACHAM DRIVE
S89°47'00"W 85.06'

MEACHAM DRIVE
S89°47'00"W 85.06'

THE HIGHLANDS OF PLEASANT HILL TOWNHOMES PLAT 3

LEGEND

LOCATION: PT LOT "D", PLEASANT HILL CENTRE I
PLEASANT HILL, POLK COUNTY, IOWA
REQUESTOR: HRC PLEASANT HILL II LLC
6900 WESTERN PKWY
WEST DES MOINES, IA 50266-2520
PROPRIETOR: CITY OF PLEASANT HILL
SURVEYOR: MICHAEL A. BROONER
SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE
PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW UBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

DATE OF SURVEY: NOVEMBER 28, 2022

VACATION PLAT

A PART OF LOT "D", PLEASANT HILL CENTRE I, AN OFFICIAL PLAT IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA AND MORE PARTICULARLY AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, SAID PLEASANT HILL CENTRE I; THENCE NORTH 00'15'21" WEST ALONG THE WESTERLY LINE OF SAID LOT "D", 258.31 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHERE RADIUS IS 752.45 FEET, WHOSE ARC LENGTH IS 65.41 FEET AND WHOSE CHORD BEARS SOUTH 64°50'07" EAST, 65.39 FEET TO THE EAST LINE OF SAID LOT "D"; THENCE SOUTH 00°20'58" EAST ALONG SAID EAST LINE, 542.19 FEET; THENCE SOUTH 89°47'00" WEST, 85.06 FEET TO SAID WESTERLY LINE, THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHERE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.36 FEET AND WHOSE CHORD BEARS NORTH 44°40'29" EAST, 35.42 FEET; THENCE NORTH 00°28'03" WEST ALONG SAID WESTERLY LINE, 284.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.77 ACRES (33,588 SQUARE FEET).

ZONING

EXISTING: C-2 REGIONAL COMMERCIAL

MEACHAM DRIVE
S89°47'00"W 85.06'

THE HIGHLANDS OF PLEASANT HILL TOWNHOMES PLAT 3

LEGEND

LOCATION: PT LOT "D", PLEASANT HILL CENTRE I
PLEASANT HILL, POLK COUNTY, IOWA
REQUESTOR: HRC PLEASANT HILL II LLC
6900 WESTERN PKWY
WEST DES MOINES, IA 50266-2520
PROPRIETOR: CITY OF PLEASANT HILL
SURVEYOR: MICHAEL A. BROONER
SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE
PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW UBANDALE DRIVE
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ZONING

EXISTING: C-2 REGIONAL COMMERCIAL

MEACHAM DRIVE
S89°47'00"W 85.06'

THE HIGHLANDS OF PLEASANT HILL TOWNHOMES PLAT 3

LEGEND
EXHIBIT 'A' - EASEMENT VACATION

THE EAST 15.00 FEET OF LOTS 8 AND 6, PLEASANT HILL CENTRE 1, AN OFFICIAL PLAT IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA LYING SOUTH OF MARTHA L. MILLER DRIVE.

EXISTING 15.00' P.U.E. TO BE VACATED
BK 10511, PG 622

EXISTING 15.00' P.U.E.
BK 10511, PG 622