1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF AGENDA

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

4. CONSENT ITEMS
   a. Council Minutes - dated 08-08-23
   c. Claims Listing - dated 08-22-23
   d. Expenditure Report - dated 07-31-23
   e. Revenue Report - dated 07-31-23
   f. Treasurer's Report - dated 07-31-23
   h. Approve Massage Therapy Permit Renewal – Maple Massage
   i. Resolution #082223-01 – Transfer of funds from Emergency Fund to Equipment Replacement Fund
   j. Resolution #082223-02 – Transfer of funds from Employee Benefits to General Fund
   k. Resolution #082223-03 – Approval of Payment Application No. 11 – Martha Miller Dr. East Ext. Project
   l. Resolution #082223-04 – Approval of Payment Application No. 9 – Hickory Glen Park Pavilion Project
   m. Resolution #082223-05 – Approval of Payment Application No. 9 – 2021 Street Repair Project
   n. Resolution #082223-06 – Approve Payment Application No. 3 – Little Fourmile Creek Stream Stabilization Project
   o. Resolution #082223-07 – Approve Storm Sewer Easement and Temporary Easement for Construction and Construction Related Activities from Polk County

5. BUSINESS ITEMS
   a. Second Reading of Ordinance #932 – Consideration of Rezoning Property from R-1 to C-1
   b. Approve SEP CSD Sound Permit
   c. Approve Iowa Spasmodic Dysphonia Support Group Walk Special Event Application
   d. Resolution #082223-08 – Approval of 2023 Patching Project – S. Shadyview Drive
   e. Resolution #082223-09 – Approval of Site Plan for Taco Bell
   f. Resolution #082223-10 – Approval of Final Plat for Sunrise Pointe Plat 6
   g. Resolution #082223-11 – Approval of Agreement with Susan J. Strome for the Voluntary Annexation of Property at 6514 SE 6th Avenue
   h. Resolution #082223-12 – Approval of Agreement with Polk County for Participation in Community Development Block Grant Program
   i. Resolution #082223-13 – Approval of 2024 Special Census

6. CLOSING COMMENT & REGIONAL APPOINTMENT REPORTS

7. ADJOURNMENT
1. CALL TO ORDER/ROLL CALL
Mayor Kurovski called the Pleasant Hill City Council regular meeting to order on August 8, 2023 at 6:00 p.m. The Council Chambers were open and available to the public to participate in the meeting. PRESENT: Len Murray, Ross Grooters, Mike Richardson, Amanda Lundstedt and Mark Konrad. ABSENT: none.

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

3. PUBLIC HEARINGS
a. Rezoning of Property from R-1 to C-1 – 876 Shadyview Blvd
Mayor Kurovski opened the Public Hearing for item 3.a. Rezoning of Property from R-1 to C-1 – 876 Shadyview Blvd, at 6:01pm. Planning Manager Rose Schroder explained that the City of Pleasant Hill entered into an agreement with John O. and Ellen Sunblad concerning the extension of Maple Drive in a document dated August 10, 1981. In part, the agreement stated that the City would initiate a change in zoning of the property commonly known as 876 N. Shadyview Boulevard from R-1 to C-1. The City Council passed and approved Ordinance 583 on February 11, 2003 rezoning the property. However, the amendment was not mapped at that time and the official zoning map of the City has been repealed and replaced since that time. Because the zoning map has been wholly repealed and replaced there is not an administrative remedy to modify the official map. The City Council passed Resolution #071123-03 on July 11, 2023 to refer the matter of rezoning property commonly known as 876 N. Shadyview Boulevard to the Planning and Zoning Commission. Notice of the Planning and Zoning Commission public meeting and the public hearing set for the City Council on August 8, 2023 was sent by regular mail to the property owners of record within 200 feet of the subject property. Two concerns have been received. The Planning and Zoning Commission recommended approval as it is compatible with the Future Zoning Map. After hearing no further questions or comments from the public, the Mayor closed the public hearing at 6:05 pm. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

i. First Reading of Ordinance #932 – Consideration of Rezoning Property from R-1 to C-1
Grooters/Richardson moved to approve First Reading of Ordinance #932 – Consideration of Rezoning Property from R-1 to C-1. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

b. Disposal of Former 62nd Street Right-of-Way
Mayor Kurovski opened the Public Hearing for item 3.b. Disposal of Former 62nd Street Right-of-Way at 6:06pm. City Manager Ben Champ explained 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. City Council recommended approval of the Preliminary Plat for the project at a previous meeting which included the developer constructing a portion of NE 62nd Street with an updated alignment. In order to complete this, the existing right of way will need to be vacated and new right of way will be dedicated with the final plat for The Crossing at Pleasant Hill. The property has been vacated from its status as street right-of-way and excess right-of-way can be disposed to the adjacent owner The Crossing at Pleasant Hill, LLC. Disposition of the right-of-way has been requested by the property owner to facilitate the new alignment of NE 62nd Street. This resolution which makes a finding that the property is no longer needed for public use and disposition of the former right-of-way would allow the adjacent owner to make greater use of the property. After hearing no further questions or comments from the public, the Mayor closed the public hearing at 6:07 pm. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.
i. **Resolution #080823-01** – Directing Disposal of Interest in Real Property Following Public Hearing

Lundstedt/Grooters moved to approve Resolution #080823-01 – Directing Disposal of Interest in Real Property Following Public Hearing. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

c. **Vacation of Surface Water Flowage Easement – 1851 Lakeview Drive**

Mayor Kurovski opened the Public Hearing for item 3.c. Vacation of Surface Water Flowage Easement – 1851 Lakeview Drive at 6:08pm. City Manager Ben Champ explained that City Council approved Copper Creek Plat 19 final plat at the October 13, 2020 City Council meeting which subdivided property and provided easements as needed. A residential home is under construction at 1851 Lakeview Drive and the property owner wishes to relocate the existing surface water flowage easement to accommodate property development. In order to do so, the City must vacate its interest in the existing surface water flowage easement before it can approve a newly relocated easement. This resolution considers the vacation of the City’s interest in the existing surface water flowage easement and the second resolution establishes the newly relocated Surface Water Flowage Easement for the protection of the City and property owner. After hearing no further questions or comments from the public, Mayor closed the public hearing at 6:10 pm. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

i. **Resolution #080823-02** – Consider Vacation of Surface Water Flowage Easement at 1851 Lakeview Drive

ii. **Resolution #080823-03** – Consider Approval of Surface Water Flowage Easement at 1851 Lakeview Drive

Konrad/Murray moved to approve both of items 3.c.i and 3.c.ii together: Resolution #080823-02 – Consider Vacation of Surface Water Flowage Easement at 1851 Lakeview Drive and Resolution #080823-03 – Consider Approval of Surface Water Flowage Easement at 1851 Lakeview Drive. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

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

Pleasant Hill resident Kevin Harvey asked the City Council to consider building an amphitheater at Copper Creek Lake Park and dedicate it to the memory of previous Pleasant Hill Chamber of Commerce Executive Director Catherine Jensen.

5. **CONSENT ITEMS**


6. **BUSINESS ITEMS**

a. **Resolution #080823-08** – Approve Substantial Completion – Doanes Park Splash Pad Project

Murray/Konrad moved to approve Resolution #080823-08 – Approve Substantial Completion – Doanes Park Splash Pad Project. Parks and Recreation Manager Ryan Merritt explained that the City Council prioritized the development of a splash pad at Doanes Park and Commercial Recreation Specialists has been awarded the splash pad project. The project is being overseen by Snyder & Associates. This resolution approves the Certificate of Substantial Completion for the project and identifies the remaining work for the project to be completed. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

b. **Approve Art on the Lake Special Event Application**

Lundstedt/Grooters moved to approve Art on the Lake Special Event Application. Parks and Recreation Manager Ryan Merritt explained that the Executive Director of Art on the Lake, Nora Schatzberg, is
proposing to host their 7th annual festival on Saturday, September 16th at Copper Creek Lake Park. The festival is a family-friendly event that is free to the community and features music by local musicians, food from local vendors, interactive kids’ crafts in Lil’ Artist Alley, and showcases local artists. Art on the Lake Festival aims to promote and foster interest and participation in the arts among all members of the community. By raising awareness of local artists by providing an opportunity to exhibit and market their work and encouraging the arts with a positive learning experience for all ages. ROLL CALL: AYES: Murray, Grooters, Richardson Lundstedt, Konrad. NAYS: None. Motion carried 5-0.

7. CLOSING COMMENT
Councilmember Murray said he and the MIPA Committee have been working on updating their Bylaws for approval. He said he and the MPO Finance Committee have been re-writing the Employee Handbook for Executive approval, and are now receiving the financial reports they have been asking for. Mayor Kurovski thanked him for all the extra time he has put into these committees.

Councilmember Grooters said he thought RAGBRAI went fantastically smooth, and thanked Assistant City Manager Madeline Sturms and City staff for all their efforts. He said DART is moving forward with phase 1 of the new maintenance facility, and they are working on an issue with the electric busses.

Police Chief Alfonso Pizzano gave an update on the upcoming Iowa State Fair, announcing that there will be Fair parking again this year at SEP High School and Junior High parking lots. He said there will be towing after 2:00am to prevent any camping overnight there. There will not be any road closures, and they will be participating in GTSB speed monitoring in Pleasant Hill, Altoona, and Polk County.

8. ADJOURNMENT
Grooters/Lundstedt moved to adjourn the Council meeting. ROLL CALL: AYES: Murray, Grooters, Richardson, Lundstedt, Konrad. NAYS: None. Motion carried 5-0. The meeting was adjourned at 6:25 p.m.

___________________________________
Sara Kurovski, Mayor

ATTEST:

___________________________________
Dena Spooner, City Clerk/Finance Director
PLEASANT HILL CITY COUNCIL
PLEASANT HILL PLANNING & ZONING COMMISSION
WORK SESSION
5160 MAPLE DRIVE, COUNCIL CHAMBERS
AUGUST 15, 2023
5:30 PM

1. CALL TO ORDER
Mayor Sara Kurovski called the Pleasant Hill City Council and Planning & Zoning Commission Joint Work Session to order on Tuesday, August 15, 2023 at 5:30 p.m. PRESENT: Len Murray, Mike Richardson, Amanda Lundstedt, Kate Sand, Keith Williamson, Pam Mollenhauer, Jeffrey Vroom, and Konnor Hodges. ABSENT: Ross Grooters, Mark Konrad, Meredith Emory, and Jeromy Geiken.

2. DISCUSSION TOPICS
a. Joint Work Session between Planning and Zoning Commission and City Council to discuss update to the Comprehensive Plan
Consultants from Confluence and Snyder & Associates presented an analysis review of the comprehensive plan via a joint work session with the City Council and Planning & Zoning Commission. An information website has been set up at: https://engage.thinkconfluence.com/pleasant-hill-comprehensive-plan . There was much discussion. No action was taken.

3. ADJOURNMENT
Mayor Kurovski adjourned the work session at 6:50 p.m.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director
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** TOTAL ** - City of Pleasant Hill 648,941.75

FUND TOTALS

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<td>670</td>
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GRAND TOTAL 648,941.75
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<th>Current</th>
<th>Monthly</th>
<th>Year to Date</th>
<th>Budget</th>
<th>% of Budget</th>
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<tr>
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<td>Actual</td>
<td>Actual</td>
<td>Balance</td>
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<td>Mosquito Control</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td><strong>Culture/Recreation</strong></td>
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<tr>
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<td><strong>Total Culture/Recreation</strong></td>
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<td>LMI</td>
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<td>0.00</td>
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<td>7,500.00</td>
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<tr>
<td>TIF</td>
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<tr>
<td>Planning &amp; Zoning</td>
<td>962,291</td>
<td>106,239.75</td>
<td>106,239.75</td>
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<td><strong>Total Community Economic Development</strong></td>
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<td>106,239.75</td>
<td>106,239.75</td>
<td>870,051.25</td>
<td>10.88</td>
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# EXPENDITURES BY PROGRAM, AREA & DEPARTMENT

**AS OF: JULY 31ST, 2023**

% OF YEAR COMPLETED - 08.33

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>CURRENT</th>
<th>MONTHLY</th>
<th>YEAR TO DATE</th>
<th>BUDGET</th>
<th>% OF</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BUDGET</td>
<td>ACTUAL</td>
<td>ACTUAL</td>
<td>BALANCE</td>
<td>BUDGET</td>
</tr>
</tbody>
</table>

## GENERAL GOVERNMENT

###Mayor
- Budget: 8,333
- Actual: 515.17
- Year to Date: 515.17
- Balance: 7,817.83
- % of Budget: 6.18

###Council
- Budget: 66,194
- Actual: 17,049.61
- Year to Date: 17,049.61
- Balance: 49,144.39
- % of Budget: 25.76

###Clerk, Treasurer, Admin.
- Budget: 593,197
- Actual: 48,230.28
- Year to Date: 48,230.28
- Balance: 544,966.72
- % of Budget: 8.13

###Elections
- Budget: 4,000
- Actual: 0.00
- Year to Date: 0.00
- Balance: 4,000.00
- % of Budget: 0.00

###Legal Services/City Atty
- Budget: 235,000
- Actual: 32,375.67
- Year to Date: 32,375.67
- Balance: 202,624.33
- % of Budget: 13.78

###City Hall & Buildings
- Budget: 401,000
- Actual: 30,412.85
- Year to Date: 30,412.85
- Balance: 370,587.15
- % of Budget: 7.58

###Utility Franchise
- Budget: 150,000
- Actual: 29,499.23
- Year to Date: 29,499.23
- Balance: 120,500.77
- % of Budget: 19.67

###IT
- Budget: 218,765
- Actual: 10,000.00
- Year to Date: 10,000.00
- Balance: 208,765.00
- % of Budget: 4.57

###Total General Government
- Budget: 1,676,489
- Actual: 168,082.81
- Year to Date: 168,082.81
- Balance: 1,508,406.19
- % of Budget: 10.03

## DEBT SERVICE

###Debt Service
- Budget: 0
- Actual: 0.00
- Year to Date: 0.00
- Balance: 0.00
- % of Budget: 0.00

###2022 $1M Bond
- Budget: 149,250
- Actual: 600.00
- Year to Date: 600.00
- Balance: 148,650.00
- % of Budget: 0.40

###2023 $7.5M Bond
- Budget: 0
- Actual: 300.00
- Year to Date: 300.00
- Balance: 0.00
- % of Budget: 0.00

## CAPITAL PROJECTS

###Capital Projects
- Budget: 18,931,459
- Actual: 443,864.99
- Year to Date: 443,864.99
- Balance: 18,487,594.01
- % of Budget: 2.34

###Total Capital Projects
- Budget: 18,931,459
- Actual: 443,864.99
- Year to Date: 443,864.99
- Balance: 18,487,594.01
- % of Budget: 2.34

## BUSINESS TYPE ACTIVITIES

###Water Administration
- Budget: 60,000
- Actual: 0.00
- Year to Date: 0.00
- Balance: 60,000.00
- % of Budget: 0.00

###Sewer Department
- Budget: 2,426,630
- Actual: 445,582.87
- Year to Date: 445,582.87
- Balance: 1,981,047.13
- % of Budget: 18.36

###Solid Waste Department
- Budget: 740,250
- Actual: 17,623.16
- Year to Date: 17,623.16
- Balance: 722,626.84
- % of Budget: 2.38

###Equipment Replacement
- Budget: 1,573,500
- Actual: 81,004.00
- Year to Date: 81,004.00
- Balance: 1,492,496.00
- % of Budget: 5.15

###Storm Water
- Budget: 436,637
- Actual: 7,684.76
- Year to Date: 7,684.76
- Balance: 428,952.24
- % of Budget: 1.76

###Total Business Type Activities
- Budget: 5,237,017
- Actual: 551,894.79
- Year to Date: 551,894.79
- Balance: 4,685,122.21
- % of Budget: 10.54
<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>CURRENT</th>
<th>MONTHLY</th>
<th>YEAR TO DATE</th>
<th>BUDGET</th>
<th>% OF</th>
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<tr>
<td></td>
<td>BUDGET</td>
<td>ACTUAL</td>
<td>ACTUAL</td>
<td>BALANCE</td>
<td>BUDGET</td>
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<td>NON-PROGRAM</td>
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% OF YEAR COMPLETED - 08.33
<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue</th>
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<td>EAST URBAN RENEWAL TIF</td>
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<td>LMI FUND</td>
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<td>CENTRAL CITY TIF</td>
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<td>PRAIRIE CREEK TIF</td>
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<td>CENTER CITY 3 TIF</td>
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<td>BALANCE MONTH BEGINNING</td>
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<td>145-1110 Urban Renewal CCRK TIF</td>
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<td>177-1110 Drug Forfeitures</td>
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<td>180-1110 Avenue of Flags</td>
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<td>182-1110 Park/Rec</td>
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<td>670-1110 Garbage/Recycling</td>
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<td>740-1110 Storm Water</td>
<td>670,181.61</td>
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<tr>
<td>TOTAL All Checking and CD Accounts</td>
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City Clerk/Finance Director

City Manager
MONTHLY COUNCIL REPORT
JULY 2023

Summer Operational Statistics for July 2023

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
</tr>
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<tr>
<td>Street panels replaced</td>
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<tr>
<td>Storm sewer inlets rebuilt</td>
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<tr>
<td>Concrete Poured</td>
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<tr>
<td>Number of rain events (.25&quot; &amp; above)</td>
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<tr>
<td>Rain total*</td>
<td>2.32 inches</td>
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<tr>
<td>Mosquito spraying events</td>
<td>9</td>
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<tr>
<td>Quantity of mosquito spray used</td>
<td>51.1 gallons</td>
</tr>
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*Figure based on National Weather Service data

Year-round Operation Statistics for July 2023

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<th>Service</th>
<th>Count</th>
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<tr>
<td>Cemetery Burials</td>
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<tr>
<td>Lift station service checks</td>
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<tr>
<td>Street sweeping debris removal</td>
<td>0 tons</td>
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<tr>
<td>R.O.W &amp; Sewer Easement Mowing</td>
<td>5.58 miles</td>
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<tr>
<td>Sanitary sewer backups</td>
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</table>

Monthly Highlights:
- Finished pedestrian curb ramps left by Hill Contracting
- Replaced street panels on East Oakwood Dr, capped with asphalt
- Replaced street panels on Maple Dr
- Set up and tore down traffic controls for RAGBRAI on July 27th
- Started receiving and putting away the 600-ton salt delivery
- Starting street panel replacement on North Shadyview Dr

Russ Paul
Pleasant Hill Public Works
DATE: August 22, 2023

TO: MAYOR & CITY COUNCIL

FROM: ALFONSO PIZZANO  
CHIEF OF POLICE

SUBJECT: MASSAGE THERAPY APPLICATION

BACKGROUND:
Maple Massage located at 4830 Maple Drive suite 9/10, is requesting the renewal of their city permit to operate their massage business. After review of the application and inspection of the location by the police department, the Officer assigned found the violations of 127.09 subsection 8, were corrected. It is the recommendation of the Police Department to issue a new permit.

ALTERNATIVES:
Disapprove the renewal application.

FINANCIAL CONSIDERATIONS:
Not Applicable.

RECOMMENDATION:
Approve the attached renewal application.
RESOLUTION #082223-01

A RESOLUTION APPROVING THE TRANSFER OF FUNDS, EMERGENCY FUND TO EQUIPMENT REPLACEMENT FUND

WHEREAS, the Pleasant Hill City Council recognizes the need to approve the transfer of funds, as follows:

   Emergency Fund to Equipment Replacement Fund $ 140.43

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

ADOPTED this 22nd day of August, 2023.

_________________________________________
Sara Kurovski, Mayor

ATTEST:

_________________________________________
Dena Spooner, City Clerk/Finance Director
RESOLUTION #082223-02

A RESOLUTION APPROVING THE TRANSFER OF FUNDS, EMPLOYEE BENEFITS FUND TO THE GENERAL FUND

WHEREAS, the Pleasant Hill City Council recognizes the need to approve the transfer of funds, as follows:

Employee Benefits Fund to General Fund $ 3,241.83

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

ADOPTED this 22nd day of August, 2023.

__________________________
Sara Kurovski, Mayor

ATTEST:

__________________________
Dena Spooner, City Clerk/Finance Director
DATE: AUGUST 22, 2023

TO: MAYOR & CITY COUNCIL

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

SUBJECT: MARTHA L. MILLER DRIVE EAST EXTENSION PROJECT
PAYMENT APPLICATION NO. 11

BACKGROUND
The City Council has prioritized funding for the construction of Miller Drive east of NE 70th Street and connecting to 75th Street. The City Engineer has developed the plans and specifications for the Martha L Miller Drive East Extension Project and the work is underway by Alliance Construction. The City Engineer has reviewed and recommends approval of Payment Application No. 11 for the project for work completed through August 14, 2023. Following is a resolution to approve the payment application.

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

FINANCIAL CONSIDERATIONS
Capital improvement funds are available for the project.

RECOMMENDATION
Approve the attached resolution for the Martha L. Miller Drive East Extension project.
RESOLUTION #082223-03

A RESOLUTION APPROVING PAYMENT APPLICATION NO. 11 FOR THE MARTHA MILLER DRIVE EAST EXTENSION PROJECT

WHEREAS, the Pleasant Hill City Council has awarded the construction contract to complete the Martha Miller Drive East Extension Project to Alliance Construction Group and work is underway; and

WHEREAS, the City Engineer has reviewed and recommends approval of Payment Application No. 11 for the Project in the amount of $108,926.56;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve payment application number eleven for the project.

ADOPTED this 22nd day of August, 2023.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director
August 15, 2023

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

RE: PARTIAL PAYMENT NO. 11  
MARTHA L. MILLER DRIVE EAST EXTENSION PROJECT  
PROJECT NO. 121.0820.01

Dear Mr. Champ:

Partial payment application No. 11 includes work completed between May 1, 2023, and August 14, 2023. The payment application includes PCC trail paving, communications installation, tree planting, and topsoil placement. The Contractor has surface restoration yet to complete on the project.

We recommend payment of $108,926.56 to the contractor, Alliance Construction Group, for work completed through August 14, 2023. Approximately 96% of the total construction work has been completed. The contractor has failed to meet the June 1st completion date for surface restoration on this project and has elected to wait until the fall seeding window beginning on August 10th. If sufficient progress on surface restoration is not made at the beginning of the fall seeding window it is recommended that liquidated damages be assessed.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

Brandon A. Niebuhr, P.E.  
Project Engineer

APPLICATION FOR PARTIAL PAYMENT NO. 11

PROJECT: Martha L. Miller Drive East Extension Project

OWNER: City of Pleasant Hill

CONTRACTOR: Alliance Construction Group

ADDRESS: 9400 Plum Drive, Suite 100
Urbandale, IA 50322

DATE: 8/14/2023

S&A PROJECT NO.: 121.0820.01

PAYMENT PERIOD: 5/1/2023 to 8/14/2023

1. CONTRACT SUMMARY:

   Original Contract Amount: $3,375,382.52
   Net Change by Change Order: $62,319.03
   Contract Amount to Date: $3,437,701.55

   CONTRACT PERIOD: TOTAL WORKING DAYS
   Original Contract Date: June 1, 2023
   Original Contract Time: 449

2. WORK SUMMARY:

   Total Work Performed to Date: $3,321,448.85
   Retainage: 5% $166,072.44
   Total Earned Less Retainage: $3,155,376.41
   Less Previous Applications for Payment: $3,046,449.85
   AMOUNT DUE THIS APPLICATION: $108,926.56

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

   Alliance Construction Group
   CONTRACTOR
   By 
   DATE: 8/15/2023

4. ENGINEER’S APPROVAL:

   Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

   Snyder & Associates, Inc.
   ENGINEER
   By 
   DATE: 8/15/2023

5. OWNER’S APPROVAL

   
   OWNER
   By 
   DATE: 

V:\Projects\2021\121.0820.01\Construction\PAY-011_2023-08-14_1210820.xlsx
### 6. DETAILED ESTIMATE OF WORK COMPLETED:

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>PLAN QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>COST TOTAL</th>
<th>QTY. TO DATE</th>
<th>CO #</th>
<th>COST TOTAL</th>
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<tbody>
<tr>
<td>2.1</td>
<td>Clearing and Grubbing</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
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<td>2.2</td>
<td>Topsoil, On-site</td>
<td>10,815</td>
<td>CY</td>
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<td>2.3</td>
<td>Excavation, Class 10</td>
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<td>CY</td>
<td>$3.75</td>
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<tr>
<td>2.4</td>
<td>Subgrade Preparation</td>
<td>11,700</td>
<td>SY</td>
<td>$3.25</td>
<td>$38,025.00</td>
<td>11,700</td>
<td>$38,025.00</td>
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<tr>
<td>2.5</td>
<td>Subbase, Modified, 8”</td>
<td>11,700</td>
<td>SY</td>
<td>$16.00</td>
<td>$187,200.00</td>
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**SEWERS AND DRAINS**

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<tr>
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<tbody>
<tr>
<td>4.1</td>
<td>Storm Sewer, Trenched, Class III RCP, 15”</td>
<td>LF</td>
<td>$68.00</td>
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<td>Storm Sewer, Trenched, Class III RCP, 18”</td>
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<td>$56,984.00</td>
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<tr>
<td>4.3</td>
<td>Storm Sewer, Trenched, Class III RCP, 24”</td>
<td>LF</td>
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<td>$17,080.00</td>
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<tr>
<td>4.4</td>
<td>Storm Sewer, Trenched, Class III RCP, 30”</td>
<td>LF</td>
<td>$90.00</td>
<td>$9,990.00</td>
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<tr>
<td>4.5</td>
<td>Pipe Culvert, Trenched, Class III RCP, 24”</td>
<td>LF</td>
<td>$140.00</td>
<td>$17,080.00</td>
</tr>
<tr>
<td>4.6</td>
<td>Pipe Apron with Footing and Guard, RCP, 15”</td>
<td>EA</td>
<td>$2,700.00</td>
<td>$5,400.00</td>
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<tr>
<td>4.7</td>
<td>Pipe Apron with Footing and Guard, RCP, 24”</td>
<td>EA</td>
<td>$3,600.00</td>
<td>$7,200.00</td>
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<tr>
<td>4.8</td>
<td>Pipe Apron with Footing and Guard, RCP, 30”</td>
<td>EA</td>
<td>$4,200.00</td>
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<tr>
<td>4.9</td>
<td>Subdrain, Type 1 Corrugated PE, 6”</td>
<td>LF</td>
<td>$12.00</td>
<td>$74,880.00</td>
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<td>4.10</td>
<td>Subdrain Outlet, CMP, 6”</td>
<td>EA</td>
<td>$325.00</td>
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**WATER MAIN AND APPURTENANCES**

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<th>UNIT COST</th>
<th>COST TOTAL</th>
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<tbody>
<tr>
<td>5.1</td>
<td>Water Main, Trenched, PVC, 12”</td>
<td>LF</td>
<td>$75.00</td>
<td>$189,000.00</td>
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<td>5.2</td>
<td>Fitting, Anchor Spool, 12”x12”</td>
<td>EA</td>
<td>$650.00</td>
<td>$650.00</td>
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<tr>
<td>5.3</td>
<td>Valve, Gate, 12”</td>
<td>EA</td>
<td>$3,000.00</td>
<td>$6,000.00</td>
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<td>5.4</td>
<td>Fire Hydrant Assembly</td>
<td>EA</td>
<td>$6,000.00</td>
<td>$42,000.00</td>
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<td>5.5</td>
<td>Fire Hydrant Remove and Reinstall</td>
<td>EA</td>
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**STRUCTURES FOR SANITARY AND STORM**

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<th>DESCRIPTION</th>
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<th>UNIT COST</th>
<th>COST TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Manhole, SW-401, 48”</td>
<td>EA</td>
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<td>6.2</td>
<td>Manhole, SW-401, 60”</td>
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<td>$6,500.00</td>
<td>$26,000.00</td>
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<td>6.3</td>
<td>Manhole, SW-406, 40”x40”</td>
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<td>$6,000.00</td>
<td>$6,000.00</td>
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<td>6.4</td>
<td>Intake, SW-501</td>
<td>EA</td>
<td>$3,000.00</td>
<td>$27,000.00</td>
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<td>6.5</td>
<td>Intake, SW-503</td>
<td>EA</td>
<td>$5,000.00</td>
<td>$45,000.00</td>
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<td>6.6</td>
<td>Intake, SW-505</td>
<td>EA</td>
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<td>$20,000.00</td>
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<td>6.7</td>
<td>Intake, SW-506</td>
<td>EA</td>
<td>$7,000.00</td>
<td>$28,000.00</td>
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<td>6.8</td>
<td>Intake, SW-513, 6”x6”</td>
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<td>$10,500.00</td>
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**STREETS AND RELATED WORK**

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<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>COST TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>Pavement, PCC, 8”</td>
<td>SY</td>
<td>$70.00</td>
<td>$739,900.00</td>
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<td>7.2</td>
<td>PCC Pavement Samples and Testing</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>7.3</td>
<td>Shared Use Path, PCC, 5”</td>
<td>SY</td>
<td>$42.00</td>
<td>$139,020.00</td>
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<td>7.4</td>
<td>Sidewalk, PCC, 4”</td>
<td>SY</td>
<td>$54.00</td>
<td>$12,420.00</td>
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<td>7.5</td>
<td>Sidewalk, PCC, 6”</td>
<td>SY</td>
<td>$76.00</td>
<td>$2,280.00</td>
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<td>7.6</td>
<td>Subbase Over-Excavation</td>
<td>TON</td>
<td>$45.00</td>
<td>$16,650.00</td>
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**TRAFFIC CONTROL**

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<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>COST TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>Painted Pavement Markings, Durable</td>
<td>STA</td>
<td>$125.00</td>
<td>$9,070.00</td>
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<tr>
<td>8.2</td>
<td>Painted Symbols and Legends</td>
<td>EA</td>
<td>$250.00</td>
<td>$3,500.00</td>
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<td>8.3</td>
<td>Temporary Traffic Control</td>
<td>LS</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
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<td>8.4</td>
<td>Install Permanent Traffic Signs</td>
<td>EA</td>
<td>$375.00</td>
<td>$2,250.00</td>
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<td>8.5</td>
<td>Remove Traffic Sign</td>
<td>EA</td>
<td>$150.00</td>
<td>$900.00</td>
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<td>8.6</td>
<td>Communications</td>
<td>LS</td>
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<tr>
<td>Description</td>
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<td>Unit</td>
<td>Original Price</td>
<td>Revised Price</td>
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<td>----------------------------------------------------------------------------</td>
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<tr>
<td><strong>SITE WORK AND LANDSCAPING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.1 Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1</td>
<td>4.7</td>
<td>ACRE</td>
<td>$3,550.00</td>
<td>$16,685.00</td>
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<td>9.2 Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 3</td>
<td>4.9</td>
<td>ACRE</td>
<td>$3,300.00</td>
<td>$16,170.00</td>
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<td>9.3 Plants, Overstory Tree, 1 1/2&quot; Cal.</td>
<td>244</td>
<td>EA</td>
<td>$365.00</td>
<td>$89,060.00</td>
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<td>9.4 SWPPP Preparation</td>
<td>1</td>
<td>LS</td>
<td>$2,600.00</td>
<td>$2,600.00</td>
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<td>9.5 SWPPP Management</td>
<td>1</td>
<td>LS</td>
<td>$5,400.00</td>
<td>$5,400.00</td>
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<tr>
<td>9.6 Filter Sock, 9&quot;</td>
<td>5000</td>
<td>LF</td>
<td>$1.75</td>
<td>$8,750.00</td>
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<tr>
<td>9.7 Filter Sock, Removal</td>
<td>5000</td>
<td>LF</td>
<td>$0.10</td>
<td>$500.00</td>
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<td>9.8 Temporary RECP, Type 2.C</td>
<td>9400</td>
<td>SY</td>
<td>$1.70</td>
<td>$15,980.00</td>
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<td>9.9 Rip Rap, Class E</td>
<td>1625</td>
<td>TON</td>
<td>$70.00</td>
<td>$113,750.00</td>
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<td>9.10 Silt Fence</td>
<td>1800</td>
<td>LF</td>
<td>$1.75</td>
<td>$3,150.00</td>
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<tr>
<td>9.11 Silt Fence, Removal of Device</td>
<td>1800</td>
<td>LF</td>
<td>$0.05</td>
<td>$90.00</td>
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<td>9.12 Stabilized Construction Entrance</td>
<td>170</td>
<td>TON</td>
<td>$57.00</td>
<td>$9,690.00</td>
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<tr>
<td>9.13 Erosion Control Mulching, Hydromulching</td>
<td>7.4</td>
<td>ACRE</td>
<td>$1,800.00</td>
<td>$13,320.00</td>
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<td>9.14 Inlet Protection Device, Drop-In</td>
<td>34</td>
<td>EA</td>
<td>$100.00</td>
<td>$3,400.00</td>
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<td>9.15 Inlet Protection Device, Maintenance</td>
<td>34</td>
<td>EA</td>
<td>$5.00</td>
<td>$170.00</td>
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<tr>
<td><strong>MISCELLANEOUS</strong></td>
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<td>11.1 Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$295,000.00</td>
<td>$295,000.00</td>
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<tr>
<td>11.2 Concrete Washout</td>
<td>1</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
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<tr>
<td><strong>RCB CULVERT, TRIPLE 10'X8' (OPTION 1 CAST-IN-PLACE)</strong></td>
<td></td>
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<tr>
<td>12.1 Excavation, Class 20</td>
<td>1682</td>
<td>CY</td>
<td>$8.00</td>
<td>$13,456.00</td>
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<tr>
<td>12.2 Granular Material for Blanket</td>
<td>271.5</td>
<td>CY</td>
<td>$88.00</td>
<td>$23,892.00</td>
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<td>12.3 Structural Concrete (RCB Culvert)</td>
<td>680.1</td>
<td>CY</td>
<td>$612.00</td>
<td>$416,221.20</td>
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<td>12.4 Reinforcing Steel</td>
<td>90231</td>
<td>LB</td>
<td>$1.32</td>
<td>$119,104.92</td>
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<tr>
<td>12.5 Fence, Chain Link, Vinyl Coated</td>
<td>174.6</td>
<td>LF</td>
<td>$124.00</td>
<td>$21,650.40</td>
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<td><strong>STORED MATERIALS SUMMARY:</strong></td>
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<tr>
<td>1. Communications</td>
<td>1</td>
<td>LS</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>CHANGE ORDER SUMMARY:</strong></td>
<td></td>
<td></td>
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<tr>
<td>9.13 Erosion Control Mulching, Hydromulching</td>
<td>-7.4</td>
<td>ACRE</td>
<td>$1,800.00</td>
<td>$13,320.00</td>
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<tr>
<td>9.16 Erosion Control Mulching, Straw</td>
<td>3</td>
<td>ACRE</td>
<td>$935.00</td>
<td>$2,805.00</td>
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<tr>
<td>6.9 Manhole Adjustment, Major</td>
<td>1</td>
<td>LS</td>
<td>5,830.00</td>
<td>5,830.00</td>
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<tr>
<td>2.5 Subbase, Modified, 8&quot;</td>
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<td>SY</td>
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<td>4,374.00</td>
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<td>7.1 Pavement, PCC, 8&quot;</td>
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<td>SY</td>
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<td>12,150.00</td>
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<td>7.3 Shared Use Path, PCC, 5&quot;</td>
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<td>SY</td>
<td>75.00</td>
<td>2,700.00</td>
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<td>7.4 Sidewalk, PCC, 4&quot;</td>
<td>36</td>
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<td>7.9 Detectable Warnings</td>
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<td>8.1 Painted Pavement Markings, Durable</td>
<td>16.33</td>
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<td>8.2 Painted Symbols and Legends</td>
<td>3</td>
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<td>8.3 Temporary Traffic Control</td>
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<td>LS</td>
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<td>8.7 Pavement Marking Removal</td>
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<td>9.1 Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1</td>
<td>1.45</td>
<td>ACRE</td>
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<td>2.6 Topsoil, Strip, Salvage, and Respread</td>
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<td>LS</td>
<td>7,291.28</td>
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<td>7.10 Curb Cuts</td>
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TOTAL ORIGINAL CONTRACT = $3,375,382.52 $3,264,277.32

TOTAL STORED MATERIALS ORDERS = $ - $ -
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<td>$3,321,448.85</td>
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DATE: AUGUST 22, 2023
TO: MAYOR AND CITY COUNCIL
FROM: RYAN MERRITT, PARKS AND RECREATION MANAGER
SUBJECT: HICKORY GLEN PARK PAVILION PAYMENT APPLICATION NO. 9

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. 9 has been prepared and reviewed for the project. The attached resolution approves work completed through August 1, 2023 in a total cost of $54,035.51. Following is communication from FEH Design recommending approval of payment application number nine 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 #082223-04

A RESOLUTION APPROVING PAYMENT APPLICATION NO. 9
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. 9 for the Hickory Glen Park Pavilion project in the amount of $54,035.51;

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

ADOPTED this 22nd day of August, 2023.

__________________________________________
Sara Kurovski, Mayor

__________________________________________
ATTEST:
Dena Spooner, City Clerk / Finance Director
Progress Billing

Application: 9  
Period: 08/01/2023

Owner: City of Pleasant Hill  
Job Number: 2200971  
Job Location: Hickory Glen Park Building  
5151 Maple Dr, Ste 1  
Pleasant Hill IA 50327  
1000 SE 68th St  
Pleasant Hill IA 50327

### Application For Payment On Contract

<table>
<thead>
<tr>
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<td>Net Change by Change Orders</td>
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<td>Contract Sum to Date</td>
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<td>Total Complete to Date</td>
<td>1,118,710.00</td>
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<td>Total Retained</td>
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<td>Less Previous Billings</td>
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<td>Current Payment Due</td>
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<td>Balance on Contract</td>
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### Contractor's Certification of Work

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

Contractor:  
Date: 08/09/23

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: $54,035.51

ARCHITECT:  
By:  
Date: 8-15-2023

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

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

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<th>Description of Work</th>
<th>Scheduled</th>
<th>Changes</th>
<th>Contract</th>
<th>Previous</th>
<th>Current Comp.</th>
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<td>8 - Door and Window</td>
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Totals: 1,102,000.00 18,710.00 1,120,710.00 1,110,282.85 -2,000.00 10,427.15 1,118,710.00 99.82 2,000.00
DATE: AUGUST 22, 2023

TO: MAYOR & CITY COUNCIL

FROM: RUSS PAUL
PUBLIC WORKS DIRECTOR

SUBJECT: PLEASANT HILL STREET REPAIR PROJECT
PAYMENT APPLICATION NO. 9

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 progressing. The City Engineer has prepared the attached payment application number nine for releasing of the retainage.

Approval of the attached payment application would serve as a release of retainage for the project. There was one claim filed against Hill Contracting that serves as a deduct to the amount. There is also some restoration work that was also not completed, which also was deducted from the final retainage amount.

ALTERNATIVES:
Not approve the payment application; however, the work for the payment application 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 #082223-05

A RESOLUTION APPROVING PAYMENT APPLICATION NO. 9
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. 9 in the amount of $18,597.65 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 Nine for the 2021 Street Repair Project.

ADOPTED this 22nd day of August, 2023.

Sara Kurovski, Mayor

ATTEST:

________________________________________
Dena Spooner, City Clerk / Finance Director
August 17, 2023

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

RE: PARTIAL PAYMENT NO. 9  
2021 PLEASANT HILL STREET REPAIR PROJECT  
PROJECT NO. 121.0550.01

Dear Mr. Champ:

Partial payment application No. 9 includes release of retainage in the amount of $28,787.65.

An amount of $10,190.00 is recommended to be withheld from the release of retainage. The withheld amount includes a claim received from Bonnie’s Barricades in the amount of $4,915.00. Per specification double this amount should be withheld. Withholdings also include payment for 6 SQ of sod that did not take totaling an amount of $360.00.

We recommend payment of $18,597.65 to the contractor, Hill Contracting, for release of retainage.

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. 8

PROJECT: 2021 Pleasant Hill Street Repair Project

OWNER: City of Pleasant Hill
CONTRACTOR: Hill Contracting
ADDRESS: 20904 215th Avenue
Leon, IA 50144
DATE: 8/17/2023

S&A PROJECT NO.: 121.0550.01
PAYMENT PERIOD: 7/5/2023 to 8/17/2023

1. CONTRACT SUMMARY:

- Original Contract Amount: $489,909.00
- Net Change by Change Order: $85,844.00
- Contract Amount to Date: $575,753.00

2. WORK SUMMARY:

- Total Work Performed to Date: $575,753.00
- Retainage: 0%
- Total Within*: $10,190.00
- Total Earned Less Retainage: $575,753.00
- Less Previous Applications for Payment: $546,965.35
- Total Withheld*: $18,597.65

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
CONTRACTOR

By __________________________ DATE: ____________________

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

By __________________________ DATE: 08/17/2023

5. OWNER'S APPROVAL

By __________________________ DATE: ____________________
DATE: AUGUST 22, 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. 3

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. 3 for the project for work completed through July 27, 2023 in the amount of $40,943.58. Following is a resolution to approve the payment application.

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 #082223-06

A RESOLUTION APPROVING PAYMENT APPLICATION NO. 3 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. 3 for the Little Fourmile Creek Improvement Project in the amount of $40,943.58;

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

ADOPTED this 22nd day of August, 2023.

______________________________
Sara Kurovski, Mayor

ATTEST:

______________________________
Dena Spooner, City Clerk / Finance Director
August 8, 2023

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

RE: PARTIAL PAYMENT NO. 3  
LITTLE FOURMILE CREEK IMPROVEMENTS  
PROJECT NO. 122.0680.01

Dear Mr. Champ:

Partial payment application No. 3 includes work completed between March 24, 2023 and July 27, 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.

We recommend payment of $40,943.58 to the contractor, Des Moines Dirt Worx, LLC, for work completed through July 27, 2023.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

Eric Cannon, P.E.  
Project Manager
APPLICATION FOR PARTIAL PAYMENT NO. 3

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: August 4, 2023
S&A PROJECT NO.: 122.0680.01
PAYMENT PERIOD: March 24, 2023
July 27, 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:

2. WORK SUMMARY:

   Total Work Performed to Date: $97,833.50
   Retainage: 5% $4,891.68
   Total Earned Less Retainage: $92,941.82
   Total Previous Payments $51,998.24
   AMOUNT DUE THIS APPLICATION: $40,943.58
   Added by Change Order: 0
   Contract Time to Date: 0
   Final Completion: September 30, 2023

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: 8-8-23

4. ENGINEER'S APPROVAL:

   Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

   Snyder & Associates, Inc.
   ENGINEER
   By __________________________ DATE: 8-8-23

5. OWNER'S APPROVAL

   City of Pleasant Hill
   OWNER
   By __________________________ DATE: __________________________
### 6. Detailed Estimate of Work Completed:

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<th>DESCRIPTION</th>
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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
<th>QTY COMP</th>
<th>% COMPLETE</th>
<th>AMOUNT COMP</th>
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<td>$15,500.00</td>
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<td>2</td>
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**TOTAL BASE BID CONTRACT:** $146,444.10  
**TOTAL BASE BID COMPLETED:** $90,033.50

### Change Orders

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<th>QTY</th>
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<th>% COMPLETE</th>
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**TOTAL CHANGE ORDERS:** $7,800.00

**TOTAL CONTRACT:** $154,244.10  
**TOTAL COMPLETED:** $97,833.50
DATE: AUGUST 22, 2023
TO: MAYOR & CITY COUNCIL
FROM: MADELINE STURMS, AICP, CPM
ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: APPROVAL OF STORM SEWER EASEMENT AND TEMPORARY EASEMENT FOR
CONSTRUCTION AND CONSTRUCTION RELATED ACTIVITIES FROM POLK COUNTY

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 plans and specifications for the improvements for the DeeZee Utility Improvements project in an area west of 1300 Sloans Way.

A series of permanent and temporary easements are needed in order to construct the project from private property owners in the area including a Storm Sewer Easement and Temporary Construction Easement from Polk County.

The following resolution is to approve necessary easements needed for the construction of the project.

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

FINANCIAL CONSIDERATIONS:
The project will be funded through the American Rescue Plan Act (ARPA) funds.

RECOMMENDATION:
Consider approval of the attached resolution approving the temporary and permanent easements needed for the DeeZee Utility Improvements Project.
RESOLUTION #082223-07

A RESOLUTION APPROVING STORM SEWER EASEMENT AND TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION RELATED ACTIVITIES FROM POLK COUNTY

WHEREAS, the Pleasant Hill City Council has the plans and specifications for the DeeZee Utility Improvements Project; and

WHEREAS, the project requires temporary and permanent easements for the construction of the project; and

WHEREAS, the attached Storm Sewer Easement and Temporary Construction Easement from Polk County are necessary for the construction of the project;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached temporary and permanent easements for the DeeZee Utility Improvements project.

ADOPTED this 22\textsuperscript{nd} day of August 2023.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director
DATE OF SURVEY
01/27/2023

OWNER
POLK COUNTY CONSERVATION BOARD
11407 NW JESTER PARK DR
GRANGER, IA 50109-9675

BASIS OF BEARING
THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34,
TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M.
IS ASSUMED TO BEAR SOUTH 0°11'15" EAST FOR THE
PURPOSE OF THIS SURVEY.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

FEATURES FOUND SET

Section Corner
1/2" Rebar, Cap # 19710
w/Yellow Plastic Cap
(Unless Otherwise Noted)
ROW Marker
ROW Rail
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

ERIN D. GRIFFIN
19710

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

Erin D. Griffin, PLS
Date
License Number 19710
My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal
Sheets 1 and 2, of 2

PT. PARCEL "E"
EASEMENT PLAT

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

INDEX LEGEND
SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SYNDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
tgriffin@synder-associates.com

SERVICE PROVIDED BY:
SYNDER & ASSOCIATES, INC.
SURVEY LOCATED:
PARCEL "E"
SEC. 34-79-23
REQUESTED BY:
CITY OF PLEASANT HILL

STORM EASEMENT DESCRIPTION
A PART OF PARCEL "E" AS RECORDED IN BOOK 8334, PAGE 2 OF THE POLK COUNTY RECORDER'S OFFICE ALSO BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF PLEASANT HILL, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE SOUTH 0°11'15" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 645.01 FEET; THENCE SOUTH 89°48'45" WEST, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 56TH STREET AND TO THE POINT OF BEGINNING; THENCE NORTH 41°17'23" WEST, 99.73 FEET; THENCE SOUTH 73°43'53" WEST, 50.31 FEET; THENCE NORTH 16°16'07" EAST, 20.00 FEET; THENCE SOUTH 73°43'53" EAST, 56.13 FEET; THENCE SOUTH 41°17'23" EAST, 82.62 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 0°11'15" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 30.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (2,888 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.
PT. PARCEL "E"

EASEMENT PLAT

A PART OF PARCEL "E" AS RECORDED IN BOOK 8334, PAGE 2 OF THE POLK COUNTY RECORDER'S OFFICE ALSO BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF PLEASANT HILL, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE SOUTH 0°11'15" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 654.59 FEET; THENCE SOUTH 89°48'45" WEST, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 56TH STREET AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'42" WEST, 125.88 FEET; THENCE NORTH 0°11'15" EAST, 140.00 FEET; THENCE NORTH 89°48'57" EAST, 125.87 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 0°11'15" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 100.00 FEET; THENCE NORTH 41°17'23" WEST, 82.62 FEET; THENCE NORTH 73°43'53" WEST, 56.13 FEET; THENCE SOUTH 16°16'07" WEST, 20.00 FEET; THENCE SOUTH 73°43'53" EAST, 50.31 FEET; THENCE SOUTH 41°17'23" EAST, 99.73 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 0°11'15" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 9.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.34 ACRES (14,735 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY
01/27/2023

OWNER
POLK COUNTY CONSERVATION BOARD
11407 NW JESTER PARK DR
GRANGER, IA 50109-9675

BASIS OF BEARING
THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M. IS ASSUMED TO BEAR SOUTH 0°11'15" EAST FOR THE PURPOSE OF THIS SURVEY.

PT. PARCEL "E"
EASEMENT PLAT

Snyder & Associates, Inc.
2727 S.W. Snyder Blvd.
Ankeny, IA 50023 (515) 964-2020

 INDEX LEGEND
SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PARCEL "E"
SEC. 34-79-23
REQUESTED BY:
CITY OF PLEASANT HILL

EASEMENT PLAT
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

DATE: 01/30/2023
PM/TECH: EDG/AJD
T-R-S: 79N-23W-34

V:\Projects\2022\122.0682.01\CAD\INDEX_1220682_TEMP_POLKCO.dwg
STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Polk County, Iowa, an Iowa municipal corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Pleasant Hill, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or “City”, a permanent easement under, through, and across the following described real estate:

A PART OF PARCEL "E" AS RECORDED IN BOOK 8334, PAGE 2 OF THE POLK COUNTY RECORDER'S OFFICE ALSO BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF PLEASANT HILL, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE SOUTH 0°11'15" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 645.01 FEET; THENCE SOUTH 89°48'45" WEST, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 56TH STREET AND TO THE POINT OF BEGINNING; THENCE NORTH 41°17'23" WEST, 99.73 FEET; THENCE NORTH 73°43'53" WEST, 50.31 FEET; THENCE NORTH 16°16'07" EAST, 20.00 FEET; THENCE SOUTH 73°43'53" EAST, 56.13 FEET; THENCE SOUTH 41°17'23" EAST, 82.62 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 0°11'15" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 30.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (2,888 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

That the above-described easement is granted unto the City of Pleasant Hill, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Storm Sewer
1. **Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.** Grantor and its successors, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. **Change of Grade Prohibited.** Grantor and its successors, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its successors, assigns or transferees.

3. **Right of Access.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. **Property to be Restored.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City’s duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. **Liability.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City’s exercise of this Easement.

6. **Easement Benefit.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. **Easement Runs with Land.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor’s successors, assigns and transferees.

8. **Approval by City Council.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

   The Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that the Grantor has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.
IN WITNESS WHEREOF, we have hereunto affixed our hands this ___ day of ________, 2023.

GRANTOR:
POLK COUNTY, IOWA

By: _________________________________
Name: _________________________________
Title: _________________________________

STATE OF IOWA )
COUNTY OF POLK )

On this _______ day of _____________, 2023, before me, a Notary Public in and for said county, personally appeared ____________________, to me personally known, who being by me duly (sworn or affirmed) did say that he/she is the __________________ of said entity, that said instrument was signed on behalf of the said entity by authority of its officers; and, that said ____________________, as such ____________________, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA )
COUNTY OF POLK )

I, Dena Spooner, City Clerk of the City of Pleasant Hill, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _________________, passed on the ___ day of _____________, 2023, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ___ day of ______________, 2023.

_______________________________
City Clerk of the City of Pleasant Hill, Iowa
TEMPORARY EASEMENT FOR CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES

The undersigned, Polk County, Iowa, an Iowa municipal corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Pleasant Hill, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or “City”, a temporary easement under, through, and across the following described real estate:

A PART OF PARCEL "E" AS RECORDED IN BOOK 8334, PAGE 2 OF THE POLK COUNTY RECORDER'S OFFICE ALSO BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF PLEASANT HILL, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE SOUTH 0°11'15" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 654.59 FEET; THENCE SOUTH 89°48'45" WEST, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 56TH STREET AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'52" WEST, 125.88 FEET; THENCE NORTH 0°11'08" WEST, 140.00 FEET; THENCE NORTH 89°48'57" EAST, 125.87 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 0°11'15" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 100.00 FEET; THENCE NORTH 41°17'23" WEST, 82.62 FEET; THENCE NORTH 73°43'53" WEST, 56.13 FEET; THENCE SOUTH 16°16'07" WEST, 20.00 FEET; THENCE SOUTH 73°43'53" EAST, 50.31 FEET; THENCE SOUTH 41°17'23" EAST, 99.73 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 0°11'15" EAST ALONG
SAID WEST RIGHT-OF-WAY LINE, 9.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.34 ACRES (14,735 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Which property is also described and depicted on the plat attached hereto as “Exhibit A” (hereinafter referred to as the “Temporary Easement Area”). Said Easement allows the City, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Temporary Easement Area for the purpose of any and all construction-related activities, including but not limited to the following: (1) grading and excavation; (2) hauling, transporting and storage of materials and equipment; (3) trimming and/or removal of trees and landscaping within or encroaching upon the Temporary Easement Area; (4) utility work including but not limited to relocation, placement and removal of various utility facilities such as electric poles and wires, water lines, sewer lines and natural gas facilities that are within or encroaching upon the Temporary Easement Area; (5) laying, constructing, maintaining, operating, repairing and removing underground conduit, wires, cables, poles, guys, guy stubs, anchors and other necessary equipment incident thereto (including but not limited to transformers, switchgears, capacitors and other associated surface mounted equipment); and (6) soil and groundwater analysis and related requirements.

It is understood that, upon completion of this project, the City shall restore the Temporary Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the City and/or permitted parties during the course of construction, except that the following items shall not be restored by the City or permitted parties but are instead compensated for the consideration paid for in this Easement by the City as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the City of Pleasant Hill and shall be subject to the following terms and conditions to which the City, upon acceptance of this instrument by the City, shall be deemed to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Temporary Easement Area described shall be in effect beginning on the date that the Grantee awards the contract for the project until the earlier of two (2) years from the awarding of the contract or acceptance of this project by the City. This Easement shall be binding on Grantor and on Grantor’s successors and assigns during construction of this improvement.
2. **GRANTOR’S REPRESENTATION AS TO TENANTS.** The Grantor states and warrants that there are no tenants on the Property. Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify City against any such claims as a result of this project, unless the claim is due to City's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the City and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described project has been completed.

4. **SPECIAL PROVISIONS.** NONE
Signed this _____ day of ________________________, 2023.

GRANTOR:
POLK COUNTY, IOWA

By: _______________________________
Name: _______________________________
Title: ________________________________

STATE OF IOWA )
COUNTY OF POLK )

On this ______ day of _____________, 2023, before me, a Notary Public in and for said county, personally appeared ____________________, to me personally known, who being by me duly (sworn or affirmed) did say that he/she is the ______________________ of said entity, that said instrument was signed on behalf of the said entity by authority of its officers; and, that said ______________________, as such ______________________, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA )
COUNTY OF POLK )

I, Dena Spooner, City Clerk of the City of Pleasant Hill, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _________________, passed on the ____ day of ____________, 2023, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of ______________, 2023.

City Clerk of the City of Pleasant Hill, Iowa
DATE: AUGUST 22, 2023

TO: MAYOR & CITY COUNCIL

FROM: ROSE E. SCHRODER, AICP
PLANNING MANAGER

SUBJECT: SECOND READING OF ORDINANCE #932
ASSIGNMENT FOR PROPERTY COMMONLY KNOWN AS 876 N. SHADYVIEW BOULEVARD

BACKGROUND:
The City Council has the authority in accordance with Municipal Code: Chapter 165 Zoning Code General Provisions and Administration Section 09 Amendments, on its own action after public notice and hearings, and after report by the Zoning Commission, to amend, supplement, or change the boundaries or regulations established by the zoning text and/or map. The City Council passed Resolution #071123-03 on July 11, 2023 to refer the matter of rezoning property commonly known as 876 N. Shadyview Boulevard to the Planning and Zoning Commission.

The City of Pleasant Hill entered into an agreement with John O. and Ellen Sunblad concerning the extension of Maple Drive in a document dated August 10, 1981. In part, the agreement stated that the City would initiate a change in zoning of the property commonly known as 876 N. Shadyview Boulevard from R-1 to C-1.

The City Council passed and approved Ordinance 583 on February 11, 2003 rezoning the property. However, the amendment was not mapped at that time and the official zoning map of the City has been repealed and replaced since that time. Because the zoning map has been wholly repealed and replaced there is not an administrative remedy to modify the official map.

The subject property is undeveloped and zoned R-1 Single Family Detached Residential. The property located north and west is zoned C-1 Neighborhood Commercial and is occupied by a real estate office and undeveloped property. The property located on the east side of N. Shadyview Boulevard is occupied by single family residential homes and is zoned R-1. The future Land Use Plan identifies the property as Local Commercial which is considered compatible with the C-1 Neighborhood Commercial Zoning District in accordance with the Zoning Compatibility Matrix.

Notice of the Planning and Zoning Commission public meeting and the public hearing set for the City Council on August 8, 2023 was sent by regular mail to the property owners of record within 200 feet of the subject property. At the time of this report two surrounding property owners contacted the City, stating concerns that if the property is rezoned it could become a gas station with operations late into the night, that traffic would be increased on Shadyview Boulevard, and that it would remove the buffer between the residential neighborhood and the commercial area. Two notices were returned as undeliverable. The City Planning and Zoning Commission found the requested rezoning assignment consistent with the adopted Future Land Use Plan and recommended approval of the request to rezone the subject property from R-1 to C-1.

ALTERNATIVES:
Not approve the second reading of the ordinance. However, the requested zoning assignment is consistent with the adopted Future Land Use Plan.
FINANCIAL CONSIDERATIONS:
N/A

RECOMMENDATION:
Approve the second reading of the attached ordinance to assign the zoning for property commonly known as 876 N. Shadyview Boulevard from R-1 Single Family Detached to C-1 Neighborhood Commercial in accordance with the Future Land Use Plan, as adopted in the City of Pleasant Hill Comprehensive Plan (2015).
ORDINANCE NO. 932

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PLEASANT HILL, IOWA 1998, BY AMENDING ZONING DESIGNATION TO SPECIFIC PROPERTIES

BE IT ENACTED by the Pleasant Hill City Council of the City of Pleasant Hill, Iowa:

WHEREAS, a rezoning request from R-1 Single Family Detached Residential District to C-1 Neighborhood Commercial District, for a property generally known as 876 North Shadyview Boulevard and legally described as follows:

THE NORTH 110 FEET, OF THE SOUTH 180 FEET OF THE EAST 190 FEET OF LOT 17, BECHTOLD HEIGHTS, PLEASANT HILL, POLK COUNTY, IOWA.

WHEREAS, a public hearing was held on August 8, 2023, at 6:00 p.m. at Pleasant Hill City Council Chambers, Pleasant Hill, Iowa, in accordance with Code of Iowa; and,

WHEREAS, the City Council of Pleasant Hill, Iowa, has the authority to grant this request and has found it to be consistent with the comprehensive plan for the City and Iowa Smart Planning Principles; and

WHEREAS, the Official Zoning Map for the City of Pleasant Hill, Iowa has been amended, per Chapter 165, Section 165.05 Boundaries; Map, City Code, 1998, City of Pleasant Hill, Iowa;

BE IT ENACTED by the City Council of Pleasant Hill, Iowa:

SECTION 1. ZONING. The property is rezoned from R-1 Single Family Detached Residential District to C-1 Neighborhood Commercial District, for a property generally known as 876 North Shadyview Boulevard and legally described as follows:

THE NORTH 110 FEET, OF THE SOUTH 180 FEET OF THE EAST 190 FEET OF LOT 17, BECHTOLD HEIGHTS, PLEASANT HILL, POLK COUNTY, IOWA.

SECTION 2. SEVERABILITY CLAUSE. If any such section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication, as provided by law.

PASSED AND APPROVED by the Pleasant Hill City Council on __________, 2023.

______________________________
Sara Kurovski, Mayor

ATTEST:

______________________________
Dena Spooner, City Clerk/Finance Director
## ZONING COMPATIBILITY MATRIX

<table>
<thead>
<tr>
<th>Land Use Category</th>
<th>Agricultural/Open Space (A-1)</th>
<th>SF Detached Residential (R-1)</th>
<th>SF Attached Residential (R-2)</th>
<th>Multi-Family Residential (R-3)</th>
<th>Mobile Home Park (R-4)</th>
<th>Neighborhood Commercial (C-1)</th>
<th>Regional Commercial (C-2)</th>
<th>Town Center (RAOC)</th>
<th>Commerce Park (CP)</th>
<th>Office / BP (I-1)</th>
<th>Light Industrial (I-2)</th>
<th>Heavy Industrial (I-3)</th>
<th>Planned Unit Development (PUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural/Rural Residential</td>
<td>C</td>
<td></td>
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<td>Low Density Residential</td>
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<td>Medium Density Residential</td>
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<tr>
<td>High Density Residential</td>
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<tr>
<td>Residential/Commercial Flex</td>
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<td>Local Commercial</td>
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<td>Regional Commercial</td>
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<td>Office/Business Park</td>
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<td>Office/Industrial Flex</td>
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<td>Heavy Industrial</td>
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<tr>
<td>Parks &amp; Open Space</td>
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<tr>
<td>Public/Semi-Public</td>
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<tr>
<td>Utility/Infrastructure</td>
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</tbody>
</table>

C = Compatible  
P = Partially Compatible
AGREEMENT

THIS AGREEMENT, made and entered into, by and between JOHN O. SUNDBLAD and ELLEN SUNDBLAD, husband and wife, (hereinafter called the land owner) and the CITY OF PLEASANT HILL (hereinafter called City).

WITNESSETH; the parties agree as follows:

1. Scope of Work. That the land owner will demolish, remove or otherwise clear the house and other structures on the following legally described land:

   Ex. E. 190', S. 130', Lot 17 BECHTOLD HEIGHTS an Official Plat, now included in and forming a part of the Town of Pleasant Hill, Polk County, Iowa,

and locally known as: 876-1/2 Shadyview Blvd. Pleasant Hill, Iowa, and the land owner will further clean up, so as to allow the City to extend Maple Drive over and across the above described land. The City will remove the slab and foundation only.

2. Time. That the land owner shall complete his work within thirty (30) days after the City, through the City Engineer, has notified the land owner to proceed with said work. Should the land owner be unable to complete the work within the thirty (30) days, for whatever reason, the City may remove said home and charge the costs for demolishing, removing, or otherwise clearing the structures on said land, to the Contractor and the City shall further have the right to charge the land owner for clean-up of said property.

3. Compensation. The City hereby agrees that the land owner shall receive all rights, title and interest to the salvage of the structures which the Contractor shall demolish, remove or otherwise clear on the aforementioned land, and the land owner agrees that he shall receive no other compensation.
5. **Approval.** The City Engineer shall approve or disapprove the work of the land owner.

6. **Duties.** The land owner's duties and rights in connection with the removal and demolition herein are as follows:

   A. The land owner shall be solely responsible for the removal of all of the structures on the aforementioned property and shall have the sole responsibility therefor.

   B. The land owner shall pay for all laborers and equipment and services necessary for the proper completion of the work herein.

   C. The land owner shall obtain all permits necessary for compliance in this demolition and other work and shall comply with all laws, ordinances, rules and regulations of all public authorities relating to this work.

   D. The land owner shall assume all responsibility for acts, negligence or omissions of any of his employees on the project, or sub-contractors and their employees, and those of all other persons doing work under a contract with said land owner.

   E. The land owner agrees to keep the work premises and joining premises free from waste and rubbish caused by his work and he further agrees to remove all waste, material and rubbish upon termination of his work and to conduct general clean-up operations including the filling in of the basement which will remain after the removal of the home.

   F. The land owner agrees to furnish the City Engineer, prior to the execution of this contract, a list of names of sub-contractors to whom he proposes to award the principal portions of the work to be sub-contracted by him. A sub-contractor, for the purposes of this contract, shall be a person with whom the land owner has a direct contract for work at the project site. The land owner agrees not to employ a sub-contractor to whose employment the City Engineer reasonably objects. All contracts between the land owner and sub-contractors shall conform to the provisions of this Agreement, and shall incorporate in them the relevant provision of this Agreement.

7. **Indemnity and Hold Harmless Agreement.** The land owner agrees to hold harmless the City and all their agents and employees from any and all claims, damages, losses and
shall be necessary to file an action arising out of the performance of the work herein, which is, a) for body injury, illness or death, or b) for property damage including loss of use, caused in part by the land owner's negligence or omission or that of the sub-contractor or that of any person employed by him for those acts which the land owner or sub-contractor may be liable.

8. **Time is of the Essence.** At all times herein or in this Agreement, time is of the essence. Times may be extended by written approval of the City Engineer only.

9. **Liability Insurance.** The land owner agrees to keep in force, at his own expense, during the entire period of demolition on said project liability insurance as will protect him from claims under Workmen's Compensation or other employee benefit laws, for bodily injury, and death and for property damage that may arise out of or under this contract whether directly or indirectly by the land owner or directly or indirectly by the sub-contractor.

10. **Quit Claim.** The City will Quit Claim to JOHN O. SUNDBLAD, approximately the North 60 feet, more or less of the Anderson Property, legally known as:

    The East 190 feet of the South 130 feet of Lot 17 in BECHTOLD HEIGHTS, an Official Plat, in the Town of Pleasant Hill, Polk County, Iowa.

    locally known as: 876 Shadyview Blvd., if and when the City acquires such property and the City no longer has need of such land in connection with the Maple Drive Paving Project. The City agrees to Deed this above described land upon completion and final acceptance of the Maple Drive Project. The City agrees to initiate a change in zoning for the aforementioned property, from R-1 to C-1 (Commercial)

11. **3 Water Service Lines.** The City agrees to provide three (3) water service lines across Maple Drive to land
the Anderson property, legally known as:

The East 190 feet of the South 130 feet of Lot 17 in BECHTOLD HEIGHTS, an Official Plat, in the Town of Pleasant Hill, Polk County, Iowa.

locally known as: 876 Shadyview Blvd., if and when the City acquires such property and the City no longer has need of such land in connection with the Maple Drive Paving Project. The City agrees to Deed this above described land upon completion and final acceptance of the Maple Drive Project. The City agrees to initiate a change in zoning for the aforementioned property, from R-1 to C-1 (Commercial)

11. **3 Water Service Lines.** The City agrees to provide three (3) water service lines across Maple Drive to land
owner's south property, in connection with the Maple Drive Paving Project, at no expense to the land owners.

12. Water Main. The City agrees to install the water main in Maple Drive from the existing water main in Maple Drive East to North Shadyview Drive at the expense of the City and not to be assessed to the land owners. However, the land owners will be responsible for the costs of any hook-up or connection from the main water main to their property.

13. The City agrees to extend a sanitary sewer to the North property line of Lot 17 BECHTOLD HEIGHTS, an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa.

14. Successors in Interest. That this Agreement shall apply to and bind the successors in interest of the respective parties.

15. That the words and phrases herein, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

IN WITNESS WHEREOF, the parties have executed this Agreement on the following day and year:

Signed this \( \boxed{10} \) day of \( \boxed{August} \), 1981.

\[ \text{John O. Sundblad} \]
\[ \text{Ellen Sundblad} \]

The City Council of Pleasant Hill, Iowa, has caused this Agreement to be executed in its corporate name by the Mayor and attested by its Clerk and its seal affixed.
15. That the words and phrases herein, shall be
construed as in the singular or plural number, and as
masculine, feminine or neuter gender, according to the
context.

IN WITNESS HEREOF, the parties have executed this
Agreement on the following day and year:

Signed this 10 day of August, 1981.

John O. Sundblad

Ellen Sundblad

ELLEN SUNDBLAD

The City Council of Pleasant Hill, Iowa, has caused
this Agreement to be executed in its corporate name by the
Mayor and attested by its Clerk and its seal affixed.

Lawrence Hopper, Mayor

Attest:

Mark Miller, City Clerk
BACKGROUND
The City Council recently approved a site plan for a new Southeast Polk Community School District stadium at 7755 Martha Miller Drive. Along with the new stadium, the school district installed a new PA system that has improved sound quality and levels. In an effort to be compliant with the City Ordinance for activities ending after 10:00pm and to be cooperative and transparent members of the community, the school district has submitted the following permit application for Council approval, covering the 2023-24 school year for the outdoor activities occurring at the new stadium. The Police Department has reviewed and recommend approval of the application. A Southeast Polk staff member will be present at the meeting for questions.

ALTERNATIVES
Not approve the sound permit.

FINANCIAL CONSIDERATIONS
n/a.

RECOMMENDATION
Approve the attached sound permit application for the 2023-24 school year.
APPLICATION FOR SOUND PERMIT

Fees: 1 day or less: $10.00
2 through 7 days: $25.00

APPLICANT'S NAME: Southeast Polk CSD

ADDRESS: 407 8th Street SE

PHONE: 515-967-4294

PURPOSE FOR WHICH SOUND EQUIPMENT WILL BE USED: Practices and Competitions at outdoor stadium

LOCATION WHERE EQUIPMENT WILL BE USED: 7755 Martha Miller Drive

DAY OF WEEK / DATE OF EVENT: Monday-Saturday August 14, 2023 - June 30, 2024

TIMES OF DAY: 7AM-10:30PM

GENERAL DESCRIPTION OF EQUIPMENT TO BE USED (VEHICLE LICENSE PLATE NUMBER, IF APPLICABLE): Stadium Audio Equipment, Band Instruments

ANY OTHER INFORMATION REQUIRED BY THE CITY CLERK OR BUILDING INSPECTOR:

______________________________________________________________________________

Signature of Applicant

For Office Use Only:
Date Submitted ______________ cc: Public Works Dept. ________________________ Fee Paid ______________ Police Dept. ______ Fee Waived ______________ City Clerk’s Office ________________________ Permit
No. __________ Fire Dept. ________________________ Police Dept. Approval/Denial ____________
City Clerk's Approval/Denial ____________

Revised 06.18.08
DATE: AUGUST 8, 2023
TO: MAYOR & CITY COUNCIL
FROM: RYAN MERRITT, PARKS & RECREATION MANAGER
SUBJECT: IOWA SPASMODIC DYSPHONIA SUPPORT GROUP WALK EVENT APPLICATION

BACKGROUND:
Carlene Russell with Iowa Spasmodic Dysphonia Support Group is seeking to hold a walk at Copper Creek Lake on October 14th from 9 AM-10 AM. The purpose of the event is to support the cause of the National Spasmodic Dysphonia Association and will be one of many walks held across the nation.

This is a returning event and the event application has been reviewed and recommended by all necessary 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  
5160 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: Iowa Spasmodic Dysphonia Support Group</th>
<th>Applicant's Name: Carlene Russell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category: □ Private □ Commercial □ Nonprofit/Civic □ Government/School □ Other (specify below) Small group helping each other</td>
<td></td>
</tr>
<tr>
<td>Home Ph: 515-205-6341</td>
<td>Work Ph:</td>
</tr>
<tr>
<td>Email: <a href="mailto:russel8g56@mchsi.com">russel8g56@mchsi.com</a></td>
<td>State ID# (for non-profit):</td>
</tr>
<tr>
<td>Address: 1670 Waters Edge Dr.</td>
<td>Zip: 60327</td>
</tr>
<tr>
<td>City: Pleasant Hill</td>
<td>State: IA</td>
</tr>
</tbody>
</table>

## Rental Details

<table>
<thead>
<tr>
<th>Name of Park/Location: Copper Creek Lake</th>
<th>Site within Park: sidewalk around lake</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Event: October 14, 2023</td>
<td>Estimated Attendance: 20</td>
</tr>
<tr>
<td>Set Up Date and Time: NA</td>
<td>Event Time: 9:00-10:00 AM</td>
</tr>
<tr>
<td>Clean Up Date and Time: 10:00 AM</td>
<td>Type of Event: □ Reunion □ Wedding/Reception □ Party/Picnic □ Fundraiser □ Other (specify below)</td>
</tr>
</tbody>
</table>

Walkers will order t-shirts from National Spasmodic Dysphonia Association to support their cause. Walks held in other locations around the nation.

## Additional Event Uses

<table>
<thead>
<tr>
<th>Alcohol □ Yes □ No</th>
<th>Fireworks □ Yes □ No</th>
<th>Road Closing □ Yes □ No</th>
<th>Amplified Sound □ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event insurance □ Yes □ No</td>
<td>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.</td>
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<tr>
<td>Additional electricity □ Yes □ No</td>
<td>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: NA</td>
<td></td>
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<tr>
<td>Additional toilets □ Yes □ No</td>
<td>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.</td>
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<tr>
<td>Catering / selling food □ Yes □ No</td>
<td>Specify the type and size of power source needed (generator, park power, etc): NA</td>
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<tr>
<td>Smoking Area □ Yes □ No</td>
<td>Pleasant Hill Parks and Trails are Tobacco-free; including smokeless tobacco and vapor products. However, upon request City Council may grant an exception.</td>
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</table>

Additional information/Signature required on back. (over)
### Additional Event Uses (continued)

Permits or additional documents may be required for any of the following activities.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Erecting inflatable(s), tents, rides, games, signs, etc.</td>
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<tr>
<td>□ Yes □ No Park rental must be paid for all days that the structures and/or equipment are placed.</td>
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<tr>
<td>Limited public access to park</td>
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<tr>
<td>□ Yes □ No If yes, describe location and type of fencing or other structures used to limit access.</td>
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<tr>
<td>Vehicle access off of road/parking lot</td>
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<tr>
<td>□ Yes □ No 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>
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<tr>
<td>Open to the public</td>
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<tr>
<td>□ Yes □ No Is an admission charged or donation requested? □ Yes □ No</td>
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<tr>
<td>Additional trash containers needed</td>
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<tr>
<td>□ Yes □ No Additional trash containers needed for event with over 150 participants.</td>
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<td>Partnership with city</td>
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<td>□ Yes □ No If yes, specify which city department(s)</td>
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<tr>
<td>Staff person:               Staff contact phone #:</td>
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### Site Plan

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>Parking for Handicap, Volunteers, Vendors and Participants</td>
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<tr>
<td>Stages, Generators, Dumpsters, Rides, Tents, Vendor Booths, Portable Restrooms, Fencing, Promotional Signs, Traffic Management Signs, Traffic Controllers, Smoking Area</td>
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<td>Race/walk routes</td>
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<td>Any type of contest, tournament, race or walk must show the course layout and route on the site plan.</td>
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<td>On site conference</td>
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<tr>
<td>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.</td>
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### Fees & Charges (Payable by cash or check)

Make checks payable to the City of Pleasant Hill.

<table>
<thead>
<tr>
<th>Estimated Fee: $</th>
<th>□ Cash</th>
<th>□ Check #</th>
<th>Receipt #</th>
<th>Process by:</th>
<th>Date:</th>
</tr>
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Applicant Signature: [Signature]

Date: 7/11/2022
**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.

**IMPORTANCE:** 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:**
Owen Moore Agency
68 South Huron Road
P.O. Box 99
Linwood, MI 48634

**INSURED:**
Dysphonia International Inc.
National Spasmodic Dysphonia Association
300 Park Blvd Ste 175
Illica, IL 60143-2861

**CONTACT:**
NAME: Stacie Gatza, CIC, CISR Elite
PHONE: (989) 697-4422
EMAIL: sgatza@owenmoore.com

**INSURERS AFFORDING COVERAGE:**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
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<tbody>
<tr>
<td>A</td>
<td>18988</td>
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<tr>
<td>B</td>
<td>25895</td>
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**COVERAGE:**

<table>
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<tr>
<th>INSR</th>
<th>LTR</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>COVERAGE</th>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

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<tr>
<td>City of Pleasant Hill, Iowa</td>
<td>5160 Maple Dr. Ste A</td>
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**CERTIFICATE HOLDER:**

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<tbody>
<tr>
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**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.

**AUTHORIZED REPRESENTATIVE:**

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUSINESSOWNERS LIABILITY COVERAGE FORM.

SCHEDULE*

Name of Person or Organization:
CITY OF PLEASANT HILL

Address:
300 PARK BLVD STE 415
ITASCA  IL  60143

Interest:
ADDITIONAL INSURED

It is agreed:

WHO IS INSURED is amended as follows:

The person or organization shown above is an insured but only with respect to their liability:

1. to which this insurance applies; and
2. which arises out of the specific interest described above.

The limits of insurance for the additional insured are those specified in the written contract or agreement between the Insured and the person or organization named above, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

All other terms and conditions of the policy apply.

*If the information is not shown in the Schedule, it will be shown in the Declarations.
DATE: AUGUST 22, 2023
TO: MAYOR AND CITY COUNCIL
FROM: RUSS PAUL, PUBLIC WORKS DIRECTOR
SUBJECT: 2023 SOUTH SHADYVIEW DRIVE PATCHING PROJECT

BACKGROUND:
City staff has recently evaluated the road condition on South Shadyview Drive with staff from Polk County. Based on this evaluation, staff is recommending to council asphalt caps be added to portions of South Shadyview where the road conditions have deteriorated to the point where hazardous conditions exist. These patches will span the width of the street and be at a 3-inch depth. In an effort of cooperation, Polk County has allowed the City to utilize their asphalt contractor at the set Polk County unit pricing. In the fall of 2021 the City partnered with Polk County to conduct the same type of repair along other portions of South Shadyview Drive, these repairs have held up very well since their completion.

The City’s portion of the quote for this patching project is $50,492.25. This is unit pricing and may go up or down some once final quantities are measured. Polk County’s portion of the cost is not included in the figure stated above, but shown in the quote from Des Moines Asphalt and Paving.

ALTERNATIVES:
Not approve moving forward with repairing sections of South Shadyview, however the road is in poor condition in multiple places.

FINANCIAL CONSIDERATIONS:
Utilizing the Polk County unit pricing is a considerable savings to the City. Roaduse funding for this work can be generated from the street maintenance category in the current budget.

RECOMMENDATION:
Consider approval of the 2023 South Shadyview Drive patching project.
RESOLUTION #082223-08

APPROVAL OF THE CONTRACT AWARD FOR THE SOUTH SHADYVIEW PATCHING PROJECT

WHEREAS, the City has recognized a need to improve the road conditions in identified areas of South Shadyview Drive; and

WHEREAS, the City is able to utilize unit pricing through Polk County’s existing contract with Des Moines Asphalt and Paving; and

WHEREAS, The unit pricing is competitively bid annually through Polk County;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pleasant Hill, Iowa that the South Shadyview Patching Project contract be completed by Des Moines Asphalt and Paving.

Passed and approved August 22, 2023.

__________________________________________
Sara Kurovski, Mayor

ATTEST:

__________________________________________
Dena Spooner City Clerk/Finance Director
To: Polk County Auditor's Office  
Address: Central Acctg-Rm 316, Des Moines  
IA, 50309  286-3680  

Contact:  
Phone: 323-5253  

Project Name: Pleasant Hill Patching - Polk County  
Project Location:  

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Total Bid Price: $58,652.33

Notes:
- Exclusions:
  PRICING IS BASED ON THE QUANTITIES SPECIFIED ABOVE AND IS SUBJECT TO ESCALATION AFTER ___________ OR IF THE ACTUAL QUANTITIES VARY FROM THE ESTIMATED QUANTITIES BY MORE THAN 10%.
  Unless the words "Lump Sum" appear next to an item at work, is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Seller.
  The person signing below represents that he/she is authorized to enter into this Agreement on behalf of the Buyer and has received the Seller's Standard Terms & Conditions, January 1, 2016 update, attached here to or available from Seller upon request.
  Due to the volatility of fuel, liquid asphalt cement, and construction materials, all bid prices are good for 30 days from date of quotation.

Payment Terms:
Upon Completion & Billing

ACCEPTED:
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: ________________________________  
Signature: ________________________________  
Date of Acceptance: ________________________________

CONFIRMED:
Des Moines Asphalt

Authorized Signature: Jonathan Nalevanko  
Estimator: Jonathan Nalevanko  
515-423-2077  jnalevanko@desmoinesasphalt.com  

8/8/2023 3:49:42 PM
CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: AUGUST 22, 2023

TO: MAYOR & CITY COUNCIL

FROM: ROSE E. SCHRODER, AICP
       PLANNING MANAGER

SUBJECT: RESOLUTION APPROVING A SITE PLAN FOR TACO BELL AT 5295 E UNIVERSITY AVENUE

BACKGROUND:
The attached site plan has been submitted by Black River Bells, LLC for the consideration of a Taco Bell restaurant at property commonly known as 5295 E University Avenue. The property is located within the C-2 Regional Commercial Zoning District which permits restaurants with drive-through facilities.

The property is approximately .9 acres at the northwest corner of East University Avenue and North Shadyview Boulevard. The site plan for the project shows the construction of a 2,076 square foot new building with a drive-through facility and 15 associated surface parking spaces. All of the existing structures and improvements on the site will be demolished as part of the project.

Connection to the sanitary sewer will require a new manhole near the northerly end of the property located within an existing easement. Water connection will be made on the easterly side of the property adjacent to North Shadyview Boulevard. The connection will require the existing water valve and hydrant to be moved out of the alignment of the proposed public sidewalk. Storm water management will be accomplished on the site with an underground chamber system and connection to an existing storm sewer manhole in the NE 12th Avenue right-of-way.

The applicant has expressed interest in the addition of canopies that would be attached to the building façade and encroach into the east yard setback. A variance application has not been received. Any resulting design changes following approval of the site plan may require subsequent review and public meetings. The following resolution approves the site plan for Taco Bell subject to the remaining staff and engineering comments.

REVIEW COMMENTS

General site and landscaping:
1. The minimum vertical clearance for the drive-through canopy is fourteen-feet, as required in Municipal Code Chapter 167.16(9)B. The lesser clearance height of 8'-7" as shown on the submittal is acceptable as it has been placed such that a pass-by lane for vehicles that exceed the height.

2. The dumpster location as shown is not in accordance with Municipal Code Chapter 167.16: Performance Standards for all Zoning Districts. The materials are acceptable, however the location of the enclosure must
be moved to a different location on the property. The proposed location at the corner of E University and N Shadyview Lane is highly visible to the public. The performance standard requires that the enclosure be located out of public view and constructed to visibly screen the views from the adjoining properties.

3. The proposed landscaping plan meets/exceeds the minimum requirements. It should be noted that there will not be in a tree, shrub, plantings located within the water/sanitary sewer easement near the northerly property line. Hardwood mulch is provided in all landscaping areas with the exception of the planting surrounding the building.

4. Chapter 168.06(5) provides for a buffer reduction. This is allowable on the west property line in order to reduce the width of the landscaping buffer. The combination of retaining wall and fence will accomplish the standard.

5. A ten-foot wide trail is required along 12th Avenue.

6. A striped pavement pedestrian connection is shown from the proposed public sidewalk on N Shadyview Boulevard to the sidewalk at the northeast corner of the proposed building.

7. The proposed building meets and/or exceeds the minimum building design standards.

8. The driveway location shall be as directed by the City of Pleasant Hill and subject to comments provided by City Engineer, Snyder and Associates, Inc.

9. Sidewalk, trail, and pedestrian ramp location(s) shall be directed by the City of Pleasant Hill and/or specifications shall be subject to comments provided by City Engineer, Snyder and Associates, Inc.

10. The pavement specification shall be as directed by the City of Pleasant Hill and subject to comments provided by City Engineer, Snyder and Associates in conformance with the most recent SUDAS standard.

Traffic:
1. A traffic study is required for the project and is currently underway by the developer in relation to the intersection of East University Avenue and Shadyview Boulevard. Improvements that are warranted by the traffic study findings shall be the responsibility of the developer unless otherwise agreed about by formal development agreement with the City of Pleasant Hill.

PLANNING AND ZONING COMMISSION RECOMMENDATION
The Planning and Zoning Commission recommended approval of the site plan subject to the applicant addressing all remaining staff and engineering comments.

ALTERNATIVES:
Not approve the site plan. However, the project would not proceed.

FINANCIAL CONSIDERATIONS:
N/A

RECOMMENDATION:
Approve the site plan for Taco Bell to be located at 5295 E University Avenue, subject to the applicant addressing all remaining staff and engineering comments.
RESOLUTION #082223-09

A RESOLUTION APPROVING THE SITE PLAN FOR TACO BELL

WHEREAS, the Pleasant Hill City Council and the Planning and Zoning Commission have received and reviewed a site plan for a Taco Bell restaurant at 5295 E University Avenue; and

WHEREAS, the Planning and Zoning Commission recommended approval of the item subject to remaining staff comments at their August 7, 2023 meeting; and

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the Site Plan for Taco Bell contingent on the applicant addressing all remaining comments presented by staff and engineering.

ADOPTED this 22nd day of August 2023.

___________________________
Sara Kurovski, Mayor

ATTEST:

___________________________
Dena Spooner, City Clerk/Finance Director
**GENERAL NOTES B**

**EXCEL ENGINEERING, INC.**

**FACE BRICK - LIGHT GRAY @ 4"x12"x4"**

**HOLLOW METAL DOOR AND FRAME**

**STEEL PIPE BOLLARDS WITH 1/4" THICK PLASTIC COVER**

**ARTWORK PANELS**

**AWNING - ANODIZED ALUMINUM**

**THIN STONE VENEER - LEDGESTONE**

**TOTAL BUILDING FACADE AREA = 4,180 SF**

**TOTAL WALK UP SIDE FACADE AREA = 1,497 SF**

**FULL VENEER DARK GRAY BRICK = 209 SF**

**FULL VENEER LIGHT GRAY BRICK = 875 SF**

**CLASS 4 MATERIALS = 102 SF = 2% OF FACADE**

**CLASS 1 AND CLASS 2 MATERIALS = 3,673 SF = 88% OF FACADE**

-WALK UP ELEVATION-

**KEY NOTES A**

1. PROVIDE SEALANT AT ALL WALL AND ROOF PENETRATIONS.
2. PROVIDE SEALANT AT ALL WINDOW AND DOOR FRAMES AT HEAD AND JAMB. DO NOT SEAL SILL AT WINDOWS.
3. APPLY NEOPRENE GASKET (CONTINUOUS) BETWEEN BUILDING AND ROOF.
4. STOREFRONT, TYPICAL.
5. ACCESS LOUVERS IF REQUIRED FOR SIGNAGE ACCESS IN BACK OF PARAPET.
6. SWITCH GEAR. PAINT TO MATCH WALL. WALL SHALL BE FINISHED PRIOR TO INSTALLATION OF SWITCHGEAR.
7. AWNING. SEE SIGN AND AWNING SCHEDULE.
8. WALL LANTERN, TYP. SEE ELECTRICAL DRAWINGS.
9. LEASED OFFICE SPACE. REFER TO PLAN FOR LOCATION OF SPACE.
10. BOLLARD. INSTALL THROUGH TOP OF CURB.
11. CONTROL JOINT, TYP. SEE DETAIL 4/A6.2.
12. PRE-FINISHED METAL PARAPET CAP.
13. OIL COLLECTION PORT. SEE MANUFACTURERS INSTALLATION INSTRUCTIONS.
14. HOSE BIBB LOCATION. REFER TO PLUMBING DRAWINGS AND DETAIL 10/A6.2.
15. GAS SERVICE - DO NOT PAINT.
16. GAS RICHomers.
17. GAS RICHomers.
18. GAS RICHomers.
19. GAS RICHomers.
20. STOREFRONT DOOR. REFER TO DOOR SCHEDULE SHEET A1.1.
21. HOSE BIBB LOCATION. REFER TO PLUMBING DRAWINGS AND DETAIL 10/A6.2.
22. ARTWORK PANELS. SEE SHEET A2.0 FOR DESCRIPTION.
23. CONCRETE CURB.
24. PROVIDE LOCK BOX PER CITY STANDARDS.

**NOTE: SIGNAGE SUBMITTED UNDER SEPARATE PERMIT**

1. BUILDING SIGN, BY VENDOR. SEE ELECTRICAL PLANS FOR POWER REQUIREMENTS.
2. DRIVE THRU WINDOW. SEE SHEET A1.0 AND A1.1.
3. DASHED LINE INDICATES ROOF BEYOND. ROOF TOP UNITS ARE SCREENED BY MISCELLANEOUS DRAWINGS.
4. OIL COLLECTION PORT. SEE MANUFACTURERS INSTALLATION INSTRUCTIONS.
5. ACCESS LOUVERS IF REQUIRED FOR SIGNAGE ACCESS IN BACK OF PARAPET.
6. SWITCH GEAR. PAINT TO MATCH WALL. WALL SHALL BE FINISHED PRIOR TO INSTALLATION OF SWITCHGEAR.
7. AWNING. SEE SIGN AND AWNING SCHEDULE.
8. WALL LANTERN, TYP. SEE ELECTRICAL DRAWINGS.
9. LEASED OFFICE SPACE. REFER TO PLAN FOR LOCATION OF SPACE.
10. BOLLARD. INSTALL THROUGH TOP OF CURB.
11. CONTROL JOINT, TYP. SEE DETAIL 4/A6.2.
12. PRE-FINISHED METAL PARAPET CAP.
13. OIL COLLECTION PORT. SEE MANUFACTURERS INSTALLATION INSTRUCTIONS.
14. HOSE BIBB LOCATION. REFER TO PLUMBING DRAWINGS AND DETAIL 10/A6.2.
15. GAS SERVICE - DO NOT PAINT.
16. GAS RICHomers.
17. GAS RICHomers.
18. GAS RICHomers.
19. GAS RICHomers.
20. STOREFRONT DOOR. REFER TO DOOR SCHEDULE SHEET A1.1.
21. HOSE BIBB LOCATION. REFER TO PLUMBING DRAWINGS AND DETAIL 10/A6.2.
22. ARTWORK PANELS. SEE SHEET A2.0 FOR DESCRIPTION.
23. CONCRETE CURB.
24. PROVIDE LOCK BOX PER CITY STANDARDS.
TOTAL FRONT FACADE AREA = 608 SF

- PRE-FINISHED METAL PARAPET CAP
- HOLLOW METAL DOOR AND FRAME
- FACE BRICK - DARK GRAY @ 4"x12"x4"
- PRE-FINISHED T-GROOVE METAL PANEL WESTERN STATES WEATHERED RUSTIC
- GLASS WINDOW/DOOR IN ANODIZED ALUMINUM FRAMES CLEAR LOW-E GLASS DARK ARTWORK PANELS
- AWNING - ANODIZED ALUMINUM
- THIN STONE VENEER - LEDGESTONE

MAIN ENTRY GLAZING REQUIREMENTS:

- METAL SIDING = 51 SF
- FULL VENEER DARK GRAY BRICK = 166 SF
- FULL VENEER LIGHT GRAY BRICK = 195 SF
- CLASS 4 MATERIALS = 8% OF FACADE
- CLASS 1 AND CLASS 2 MATERIALS = 62% OF FACADE

TOTAL DRIVE THRU SIDE FACADE AREA = 1,482 SF

- FULL VENEER DARK GRAY BRICK = 72 SF
- FULL VENEER LIGHT GRAY BRICK = 1,037 SF
- MANUFACTURED STONE VENEER = 293 SF

NOTE: SIGNAGE SUBMITTED UNDER SEPARATE PERMIT

1. PROVIDE SEALANT AT ALL WALL AND ROOF PENETRATIONS.
2. PROVIDE SEALANT AT ALL WINDOW AND DOOR FRAMES AT HEAD AND JAMB. DO NOT SEAL SILL AT WINDOWS.
3. DASHED LINE INDICATES ROOF BEYOND. ROOF TOP UNITS ARE SCREENED BY CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF SWITCHGEAR.
4. STOREFRONT, TYPICAL.
5. ACCESS LOUVERS IF REQUIRED FOR SIGNAGE ACCESS IN BACK OF PARAPET.
6. STOREFRONT, TYPICAL.
7. AWNING. SEE SIGN AND AWNING SCHEDULE.
8. WALL LANTERN, TYP. SEE ELECTRICAL DRAWINGS.
9. 12" HIGH ADDRESS NUMBERS, ADDRESS SHALL BE VISIBLE FROM THE STREET.
10. PROVIDE LOCK BOX PER CITY STANDARDS.
11. CONTROL JOINT, TYP. SEE DETAIL 4/A6.2.
12. OIL COLLECTION POT. SEE MIXTURE INSTALLATION INSTRUCTIONS.
13. OIL DRAIN PUMP TO MATCH BRICK.
14. GAS DRAIN - GREY PAINT.
15. CEMENTER GRAY.
16. LAMB TONGUE ROOF OVERFLOW.
17. BOLLARD. INSTALL THROUGH TOP OF CURB.
18. BOLLARD. INSTALL THROUGH TOP OF CURB.
19. WALL PACK LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.
20. STOREFRONT DOOR. REFER TO DOOR SCHEDULE SHEET A1.1.
21. HOSE BIBB LOCATION. REFER TO PLUMBING DRAWINGS AND DETAIL 10/A6.2.
22. BRICK SOLDIER COURSE - ALL SOLDIER COURSES SHALL CORBEL OUT 1/2" FROM BRICK VENEER WALL.
23. PROVIDE SEWER AND WATER SECTIONS AT FRONT FACADE.
24. PROVIDE ADDRESS NUMBER ON EACH ADDRESS SIDE.
**NEW BUILDING FOR:**
**TACO BELL - BLACK RIVER BELLS**

**PLEASANT HILL, IOWA**

**EXCEL LEGEND**

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**CIVIL SHEET INDEX**

**SHEET** | **SHEET TITLE**
--- | ---
16.A | EXTERIOR WALLS AND DETAILING
16.B | EXTERIOR WALLS AND DETAILING
16.C | EXTERIOR WALLS AND DETAILING
16.D | EXTERIOR WALLS AND DETAILING
16.E | EXTERIOR WALLS AND DETAILING
16.F | EXTERIOR WALLS AND DETAILING
16.G | EXTERIOR WALLS AND DETAILING
16.H | EXTERIOR WALLS AND DETAILING
16.I | EXTERIOR WALLS AND DETAILING
16.J | EXTERIOR WALLS AND DETAILING
16.K | EXTERIOR WALLS AND DETAILING
16.L | EXTERIOR WALLS AND DETAILING
16.M | EXTERIOR WALLS AND DETAILING
16.N | EXTERIOR WALLS AND DETAILING
16.O | EXTERIOR WALLS AND DETAILING
16.P | EXTERIOR WALLS AND DETAILING
16.Q | EXTERIOR WALLS AND DETAILING
16.R | EXTERIOR WALLS AND DETAILING
16.S | EXTERIOR WALLS AND DETAILING
16.T | EXTERIOR WALLS AND DETAILING
16.U | EXTERIOR WALLS AND DETAILING
16.V | EXTERIOR WALLS AND DETAILING
16.W | EXTERIOR WALLS AND DETAILING
16.X | EXTERIOR WALLS AND DETAILING
16.Y | EXTERIOR WALLS AND DETAILING
16.Z | EXTERIOR WALLS AND DETAILING

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**GENERAL NOTES**

- The contractor shall submit a proposal for construction to the owner and obtain written approval prior to commencing work.
- The contractor is responsible for ensuring that all work is done in accordance with the approved plans and specifications.
- The contractor shall provide all necessary labor, materials, equipment, and services to complete the work.
- The contractor shall be responsible for obtaining all necessary permits and approvals from local authorities.
- The contractor shall be responsible for all workmanship, construction, and quality control.
- The contractor shall comply with all applicable laws, codes, and regulations.

**PROJECT INFORMATION**

- Project Name: TACO BELL - BLACK RIVER BELLS
- Project Location: PLEASANT HILL, IOWA
- Project Manager: [Name]
- Project Contact: [Phone]
- Project Email: [Email]

---

**CONTACTS**

- Owner: [Name] 230121880
- Civil Engineer: [Name] 230121880
- Structural Engineer: [Name] 230121880
- Architect: [Name] 230121880

**CIVIL COVER AND SPECIFICATION SHEET**

---

**PLAN SPECIFICATIONS (BASED ON CMF Form A)**

**DIVISION 11: EXTERIOR IMPROVEMENTS**

**52.06: ASSURED BASE & INFILL BACKFILL**

- **52.06.01**: Topsoil: Contractor to provide a minimum of 6" of topsoil for all disturbed open areas. Reuse surface soil stockpiled on site.

**DIVISION 16: UTILITY**

**50.01: SITE UTILITY**

- **50.01.01**: Site utility contractor shall run sanitary service to a point which is a minimum of 5' from the exterior wall of the foundation.
- **50.01.02**: Site utility contractor shall run storm sewer for internally drained buildings to a point which is a minimum of 5' from the exterior wall of the foundation.
- **50.01.03**: Cleanouts shall be provided for the sanitary service at locations indicated on the utility plan.
- **50.01.04**: The cleanout shall extend to 4 inches below surface grade in paved surfaces with a Zurn (Z-1474-N) heavy duty cleanout provided with a locking cover.
- **50.01.05**: Site utility contractor shall run storm sewer for internally drained buildings to a point which is a minimum of 5' from the exterior wall of the foundation.
- **50.01.06**: Allowable pipe material schedule on C0.1 of the proposed plan set.
- **50.01.07**: All proposed storm pipe below buildings shall be in accordance with the structural condition.
- **50.01.08**: Automatic operation and provide all necessary controls, valves, and wiring to operate the system.
- **50.01.09**: The control unit shall be located at the site utility contractor's responsibility.

**DIVISION 17: LANDSCAPING**

**52.06: LANDSCAPING AND SITE STABILIZATION**

- **52.06.01**: Topsoil installation: loosen subgrade to a minimum depth of 6 inches and remove stones larger than 1" in diameter.
- **52.06.02**: Topsoil: contractor to provide a minimum of 6" of topsoil for all disturbed open areas. Reuse surface soil stockpiled on site.
- **52.06.03**: Jointing in the pavement and curb shall align. All exterior concrete shall have a light broom finish unless noted.
- **52.06.04**: Elastomeric seal: ASTM F477 type of break for both 7-day tests and 28-day tests.
- **52.06.05**: Typical pour control joint - pour control joint shall be provided with 1-1/4" diameter by 20" long smooth dowel.

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**Table A: Allowable Pipe Material Schedule**

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**NE 12TH AVENUE**  
**N SHADYVIEW BOULEVARD**  
**UNIVERSITY AVENUE**  
**LOT 19**  
**0.91 Ac.**

**BOOK M PAGE 257**

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<th>Basis of Bearing</th>
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<tr>
<td>NE 12TH AVENUE</td>
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<tr>
<td>N1° 11' 47&quot;W</td>
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<tr>
<td>362.59'</td>
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<tr>
<td>S1° 04' 37&quot;E</td>
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<tr>
<td>363.42'</td>
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<tr>
<td>N89° 53' 28&quot;W</td>
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<tr>
<td>109.10'</td>
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<tr>
<td>N89° 52' 39&quot;E</td>
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<tr>
<td>99.42'</td>
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<tr>
<td>S89° 51' 52&quot;E</td>
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<td>198.08'</td>
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<td>211' ROW</td>
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<td>20 BECHTOLD HEIGHTS 66' ROW</td>
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** simplistic construction plan diagram with various measurements and annotations**
### Construction Sequence

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<tr>
<td>1</td>
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<td>2</td>
<td>CONSTRUCTION ACTION</td>
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<tr>
<td>3</td>
<td>POST-CONSTRUCTION ACTION</td>
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#### New Building for:
**Taco Bell - Black River Bells**
5295 E University Ave ● Pleasant Hill, IA 50327

- **Not for Construction**

#### Preliminary Dates
- July 3, 2023
- July 6, 2023
- July 31, 2023
NEW BUILDING FOR:

TACO BELL - BLACK RIVER BELLS

5295 E UNIVERSITY AVE ● PLEASANT HILL, IA 50327

NOT FOR CONSTRUCTION

PRELIMINARY DATES

JULY 3, 2023
JULY 6, 2023
JULY 31, 2023

1'-0" MIN. DIA. CONC. BASE COMPACTED SUB-GRADE

8"x8"x1/8" STEEL BASE PL STEEL SLEEVE

6" DIA. STEEL PIPE FILLED WITH CONCRETE CONCRETE MOUNDED OVER THE TOP OF PIPE

NOTE:
OWNER TO PROVIDE IDEAL SHIELD BOLLARD COVERS. COLOR YELLOW.

8" HEAVY DUTY COLORED CONCRETE PAD AND APPROACH (COLOR BY OWNER) BOLLARD (TYP)

DUMPSTER SCREENING ELEVATION

MANUAL RAMP WITH CONCRETE BASE DETAIL

Curb Ramp Detail

Bollard Detail

Handicap Signage with Concrete Base Detail

CIVIL DETAILS

DUMPSTER ENCLOSURE WALLS AND SCREEN DETAILS

DUMPSTER ENCLOSURE PLAN

DUMPSTER ENCLOSURE GATE ELEVATION

DUMPSTER ENCLOSURE GATE DETAIL

CIVIL DETAILS

NOTES:
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5/8" X 6" X 76" HDPE PLASTIC LUMBER PICKETS BY MAX-R LUMBER OR EQUIVALENT.
MATERIAL: MINIMUM 95% RECYCLED HDPE TYPE 2 COMPOSITE MIXTURE. PLASTIC SHALL BE IMPREGNATED WITH COLORANT AND UVI THAT WILL PROTECT THE MATERIAL FROM PHYSICAL DEGRADATION, FLAKING AND COLOR. COLOR TO MATCH SHERWIN WILLIAMS SW7055.

CHECK RAILING WITH OWNER.

ALL POLES, RAILS AND HARDWARE SHALL BE GALVANIZED STEEL.

11'-2" DEEP x 24" DIA. POURED CONCRETE FOOTING w/#5 ∅ REINFORCING

HSS 6x6x1/4 w/ 1/4" FLUSH CAP PLATE SECURE BOARDS TO GATE PER MANUF. INSTRUCTIONS.

2"x2"x3/16" ANGLE GATE FRAME (PAINT) - TYP.

6"x6"x1/4" STEEL PLATE 6"

CAST STONE CAP TO PROVIDE POSITIVE DRAINAGE. DOWEL INTO POURED CONCRETE WALL.

BRICK EMBOSSED POURED CONCRETE WALL. PAINT TO MATCH THE LIGHT COLOR OF BRICK ON MAIN BUILDING.

CONCRETE FOOTING SHALL NOT BE LESS THAN 4" WIDER THAN THE WIDTH OF WALL

(3) #4Ø TOP AND BOTTOM CONT.

#4Ø CONT. @ 12" O.C.

#4Ø VERTS. W/ STD. 90° HOOK @ 12" O.C.

5/8" X 6" X 76" HDPE PLASTIC LUMBER PICKETS BY MAX-R LUMBER OR EQUIVALENT.
MATERIAL: MINIMUM 95% RECYCLED HDPE TYPE 2 COMPOSITE MIXTURE. PLASTIC SHALL BE IMPREGNATED WITH COLORANT AND UVI THAT WILL PROTECT THE MATERIAL FROM PHYSICAL DEGRADATION, FLAKING AND COLOR. COLOR TO MATCH SHERWIN WILLIAMS SW7055.

BACK WALL ONLY OPENING AT BOTTOM OF CONCRETE WALL FOR DRAINAGE. OPENING SIZE TO MATCH EMBOSSED BRICK SIZE. PROVIDE 3 OPENINGS.

FOUNDATION DETAILS ARE BY VENDOR.
NOT FOR CONSTRUCTION

NEW BUILDING FOR:
TACO BELL - BLACK RIVER BELLS
5295 E UNIVERSITY AVE ● PLEASANT HILL, IA 50327

NOTES
1. ALL AREAS OF THE MB MUST BE VISIBLE TO DRIVER LOCATED AT SPEAKER POST. ASSUME DRIVERS LOCATION IS 24" FROM FACE OF CURB, CENTERED ON SPEAKER POST.
2. CENTER OF MB TO BE 5'-6" TO 9'-0" FROM DRIVERS POINT OF VIEW.
3. PROVIDE (2) 1" CONDUITS FROM BUILDING TO SPEAKER POST FOR LOW VOLTAGE WIRING
4. P.V.C. SLEEVE THRU CONCRETE CURB 3/4" P.V.C. CONDUIT TO PROJECT 10" INTO CONCRETE PAD. STUB UP 4" TO 2"X4" J-BOX BY G.C.
5. CUT REINFORCING 12" CLEAR OF SENSOR LOOP P.V.C. SENSOR
6. DIGITAL MENU BOARD WITH FRONT SWING UP ACCESS CENTER POINT OF MENU BOARD BASE. SEE VENDOR DRAWINGS FOR FOOTING DETAIL
7. CONCRETE FILLED BOLLARD. SEE DETAIL
8. DO NOT BLOCK MENU BOARD ACCESS.

PROJECT INFORMATION
PRELIMINARY DATES
JULY 3, 2023
JULY 6, 2023
JULY 31, 2023

FEATURING ENRANKMENTS

ALWAYS A BETTER PLAN
100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

JOB NUMBER 230121800
SHEET NUMBER C2.2

SHEET NUMBER

PROJECT NUMBER

PRELIMINARY DATES

NOTES

GENERAL SPICS
Material Recommendations with Exclusions:
- Masonry:
  - Exterior block:
    - Gray
  - Interior block:
    - Medium gray
  - Brick:
    - Natural
- Steel:
  - Framing:
    - Hot rolled:
      - Steel beam:
        - 4" x 4"
      - Steel column:
        - 4" x 4"
    - Plate:
      - Steel plate:
        - 1/2" thickness
- Concrete:
  - Foundation:
    - 8" thick
  - Slab:
    - 4" thick
- Roof:
  - Tapered:
    - 2/12 slope
- Windows:
  - Glass:
    - Triple pane:
      - Low-e:
        - 0.30 U:
      - Argon:
        - 0.30 U:
- Electrical:
  - Panel:
    - 200 A
  - Circuit:
    - Single 120/240 V
- Plumbing:
  - Pipe:
    - 3/4" galvanized:
      - 100 psi:
    - 1" galvanized:
      - 150 psi:
- Heating:
  - Boiler:
    - 150 psi
- Cooling:
  - Air conditioning:
    - 10 ton:
- Lighting:
  - Fluorescent:
    - 4 foot:
      - T8:
  - LED:
    - 3000K:
  - Security lighting:
    - Post:
      - LED:
      - 120 V:
- Signage:
  - Digital menu:
    - LED:
      - 120 V:
  - Speaker:
    - In-ground:
      - 120 V:
  - Impaired:
    - 120 V:
  - Foreground:
    - 120 V:
  - Background:
    - 120 V:
- Communication:
  - Phone:
    - 120 V:
  - Data:
    - 120 V:
- Technology:
  - Network:
    - 120 V:
  - Security:
    - 120 V:

ELECTRICAL SPICS
- Panel:
  - Type:
    - Main:
      - 200 A
  - Circuit:
    - 120/240 V:
      - Single:
        - 200 A
- Lighting:
  - Type:
    - Fluorescent:
      - 4 foot:
        - T8:
    - LED:
      - 3000K:
- Signage:
  - Digital menu:
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  - Data:
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- Technology:
  - Network:
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  - Security:
    - 120 V:

CIVIL SPICS

- Masonry:
  - Exterior:
    - 12" thick
  - Interior:
    - 8" thick
- Steel:
  - Framing:
    - Hot rolled:
      - Beam:
        - 4" x 4"
      - Column:
        - 4" x 4"
    - Plate:
      - Steel:
        - 1/2" thickness
- Concrete:
  - Foundation:
    - 8" thick
  - Slab:
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  - Background:
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  - Speaker:
    - In-ground:
      - 120 V:
  - Communicatio{}
MC-7200 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH MC-7200.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION BV01.
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPede FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE ASHTO LIDP BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOAD AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE ASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2797, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
   LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (1) MIN ASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YEAR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARADOX (1-WEEK) ASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   a. TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPMENT AND INSTALLATION, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   b. TO ENSURE A SECURE JIGHT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   c. TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, (a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 PSIFTS, (b) THE ASC IS DEFINED IN SECTION 6.3.6 OF ASTM F2198, AND (c) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 72°F / 23°C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
   a. THE STRUCTURAL EVALUATION SHALL BE SEALLED BY A REGISTERED PROFESSIONAL ENGINEER.
   b. THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.65 FOR DEAD LOAD AND 1.0 FOR LIVE LOAD. THE MINIMUM REQUIRED BY ASTM F2797 AND BY SECTIONS 3.12 AND 12.12 OF THE ASHTO LIDP BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
   c. THE TEST DERIVED DEEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT LOAD DEIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-7200 CHAMBER SYSTEM

1. STORMTECH MC-7200 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DIGGER OR EXCAVATOR SITUATED OVER THE CHAMBERS.
   STORMTECH RECOMMENDS 3 BACKFILL METHODS:
   a. STORED SOIL/STONE LOCATED OFF THE CHAMBER BED.
   b. BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
   c. BACKFILL FROM THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 1" (250 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
8. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE ASHTO M43 DESIGNATION OF #3 CRUSHED.
9. STONE SHALL BE Brought UP EVENLY AROUND CHAMBERS SO AS NOT TO DISTORT THE CHAMBER SHAPE. STONE DEPTHS SHOULD NEVER DIFFER BY MORE THAN 12" (300 mm) BETWEEN ADJACENT CHAMBER ROWS.
10. STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
11. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIAL BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
12. ADS RECOMMENDS THE USE OF "FLEXSTORM CAICH" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
2. THE USE OF EQUIPMENT OVER MC-7200 CHAMBERS IS LIMITED.
   a. NO EQUIPMENT IS ALLOWED ON TOP OF CHAMBERS.
   b. NO RUBBER TIRED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-7200 MC-7200 CONSTRUCTION GUIDE".
   c. WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDAR WARRANTY.

CONTACT STORMTECH AT 1-888-692-2894 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.
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<th>PROPOSED ELEVATIONS:</th>
<th>PART TYPE</th>
<th>ITEM ON LAYOUT</th>
<th>DESCRIPTION</th>
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ACCEPTABLE FILL MATERIALS: STORMTECH MC-7200 CHAMBER SYSTEMS

<table>
<thead>
<tr>
<th>MATERIAL LOCATION</th>
<th>DESCRIPTION</th>
<th>AASHTO MATERIAL CLASSIFICATIONS</th>
<th>COMPACTION / DENSITY REQUIREMENT</th>
</tr>
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<tbody>
<tr>
<td>D</td>
<td>FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE, PAVED OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER. ANY SOIL, ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.</td>
<td>n/a</td>
<td>PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRONGER MATERIAL AND PREPARATION REQUIREMENTS.</td>
</tr>
<tr>
<td>C</td>
<td>INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE DEMOLITION STONE (2' LAYER) TO 24'-900&quot; (21') ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER. GRANULAR WELL-GRADED SOLID/AGGREGATE MIXTURES, &lt;3% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.</td>
<td>AASHTO M45* A-1, A-2, A-3 AASHTO M3* 3, 207, 4, 467, 5, 56, 57, 6, 67, 66, 7, 78, 89, 9, 10</td>
<td>BEGIN COMPACTIONS AFTER 24&quot; (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12&quot; (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 85% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.</td>
</tr>
<tr>
<td>B</td>
<td>SUBGRADE SOILS: FILL SURROUNDS THE CHAMBERS FROM THE FOUNDATION STONE (2' LAYER) TO THE 'C' LAYER. CLEAN, CRUSHED, ANGULAR STONE</td>
<td>AASHTO M43* 3, 4</td>
<td>NO COMPACTON REQUIRED.</td>
</tr>
<tr>
<td>A</td>
<td>FOUNDATION STONE: Fill BELOW CHAMBERS FROM THE SUBGRADE LAYER TO THE FOOT (BOTTOM) OF THE CHAMBER. CLEAN, CRUSHED, ANGULAR STONE</td>
<td>AASHTO M43* 3, 4</td>
<td>PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.</td>
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</table>

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADES ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE." 
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR W LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) MAX LIFTS USING TWO FULL COVERAGE CYLINDERS WITH A VIBRATORY COMPACTOR. 
3. WHERE INFRACTION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DREGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS. 
4. ONCE LAYER 'C' IS PLACED, ANY SOIL MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

NOTES:
1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2348, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 85/10 |
2. MC-7200 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2348 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". 
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL BOUNDARY CONDITIONS. 
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS. 
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPMENT AND HANDLING, CHAMBERS SHALL HAVE INTEGER, INTERLOCKING STACKING LUGS. 
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3'. 
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LB/FT, b) THE ASC(1) IS DEFINED IN SECTION 8.2.3 OF ASTM F2348, AND c) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 72°F / 27°C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
A. INSPECTION PORTS (IF PRESENT)
A.1. REMOVE GEOGRID LD ON NYLOPLAST LINER
A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (76 mm) PROCEED TO STEP 2, IF NOT, PROCEED TO STEP 3.
B. A.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
B.2. USING A FLASHLIGHT, INSPECT DWELL AND SUMP WHERE THE ISOLATOR ROW PLUS MEETS OUTLET PIPE
B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (76 mm) PROCEED TO STEP 2, IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCES
A. APPLY MULCH CULTIVATOR CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLOW WATER IS CLEAN
C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LINERS, RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

MC-7200 6" (150 mm) INSPECTION PORT DETAIL
NEW BUILDING FOR:
TACO BELL - BLACK RIVER BELLS
5295 E UNIVERSITY AVE ● PLEASANT HILL, IA 50327

MC-SERIES END CAP INSERTION DETAIL

100.0" X 60.0" X 79.1" (2540 mm X 1524 mm X 2010 mm)

NOT FOR CONSTRUCTION
PRELIMINARY DATES
JULY 6, 2023
JULY 31, 2023

PART # | STUB | B | C
--- | --- | --- | ---
MC200EP0001 | 6" (150 mm) | 45.84" (1165 mm) | 0.89" (22 mm) | 0.89" (22 mm)
MC200EP0002 | 8" (200 mm) | 40.50" (1029 mm) | 1.01" (26 mm) | 1.01" (26 mm)
MC200EP0003 | 10" (250 mm) | 38.37" (975 mm) | 1.39" (35 mm) | 1.39" (35 mm)
MC200EP0004 | 12" (300 mm) | 35.65" (907 mm) | 1.61" (41 mm) | 1.61" (41 mm)
MC200EP0005 | 15" (375 mm) | 32.72" (831 mm) | 1.70" (43 mm) | 1.70" (43 mm)
MC200EP0006 | 18" (450 mm) | 29.36" (746 mm) | 1.94" (50 mm) | 1.94" (50 mm)
MC200EP0007 | 24" (600 mm) | 23.02" (585 mm) | 2.28" (70 mm) | 2.28" (70 mm)
MC200EP0008 | 30" (750 mm) | 2.55" (70 mm) | 3.05" (78 mm) | 3.05" (78 mm)
MC200EP0009 | 42" (1060 mm) | 3.55" (90 mm) | 4.28" (108 mm) | 4.28" (108 mm)

NOTE: STUBS ARE AVAILABLE UPON REQUEST.
INVENTORIED MANIFOLDS INCLUDE:
12, 24, 30, AND 42" (305, 610, 760, 1067 mm)
A SIZE ON SIZE 79" (2010 mm) END CAPS

CUSTOM PRE-FABRICATED INVERTS ARE AVAILABLE UPON REQUEST.
INVENTORIZED MANIFOLDS INCLUDE:
12, 24, 30, AND 42" (305, 610, 760, 1067 mm)
INVERT LOCATION IN COLUMN B ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

NOTE: ALL DIMENSIONS ARE NOMINAL.
**NYLOPLAST DRAIN BASIN**

**INTEGRATED DUCTILE IRON FRAME & GRATES/SOLID TO MATCH BASELINE O/D.**

10" (257 mm) MIN WIDTH

**ASHTO H-20 CONCRETE SLAB**

6" (152 mm) MIN THICKNESS

**TRAFFIC LOADS; CONCRETE DIMENSIONS ARE FOR GUIDELINES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED GIVING CONSIDERATION FOR LOCAL SOIL CONDITIONS, TRAFFIC LOADING & OTHER APPLICABLE DESIGN FACTORS**

**ADAPTER ANGLES VARIABLE 0° - 280°**

**ACCORDING TO PLANS**

**VARIABLE SUMP DEPTH**

ACCORDING TO PLANS

8" (152 mm) MIN ON 8'-8" (200-600 mm),

10" (254 mm) MIN ON 30" (760 mm)

**BACKFILL MATERIAL BELOW AND TO SIDES OF STRUCTURE SHALL BE ASTM D321 CLASS C OR H CRUSHED STONE OR GRAVEL AND BE PLACED UNIFORMLY IN 1" (25 mm) LIFTS AND COMPACTED TO MIN OF 90%**

**NOTES**

1. 8'-8" (250-600 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A358 GRADE 70-50-50
2. 10'-8" (300-700 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A358 GRADE 70-50-50
3. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
4. DRAINAGE CONNECTION STUD JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HOPE (ADS & HANCE DUAL WALL) & SDR 33 PVC
5. FOR COMPLETE DESIGN AND PRODUCT INFORMATION, WWW.NYLOPLAST-US.COM
6. TO ORDER CALL: 608-821-6710

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<th>A</th>
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<th>GRATE/SOLID COVER OPTIONS</th>
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<td>96 (200 mm)</td>
<td>2808AG</td>
<td>PEDESTRIAN LIGHT DUTY STANDARD LIGHT DUTY SOLID LIGHT DUTY</td>
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<td>10&quot; (250 mm)</td>
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<td>12&quot; (300 mm)</td>
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<td>PEDESTRIAN ASHTO H-10 STANDARD ASHTO H-20 ASHTO H-20</td>
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<td>15&quot; (375 mm)</td>
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<td>PEDESTRIAN ASHTO H-10 STANDARD ASHTO H-20 SOLID ASHTO H-20</td>
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<td>18&quot; (450 mm)</td>
<td>2818AG</td>
<td>PEDESTRIAN ASHTO H-10 STANDARD ASHTO H-20 SOLID ASHTO H-20</td>
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<td>24&quot; (600 mm)</td>
<td>2824AG</td>
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<td>30&quot; (750 mm)</td>
<td>2830AG</td>
<td>PEDESTRIAN ASHTO H-20 STANDARD ASHTO H-20 SOLID ASHTO H-20</td>
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**NEW BUILDING FOR:**

TACO BELL - BLACK RIVER BELLS

5295 E UNIVERSITY AVE • PLEASANT HILL, IA 50327
### EXTERIOR GREASE INTERCEPTOR SCHEDULE (GI)

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<tr>
<th>NO.</th>
<th>MATL.</th>
<th>LENGTH (INCHES)</th>
<th>DIAMETER (INCHES)</th>
<th>LIQUID CAPACITY (GALLONS)</th>
<th>VOLUME (GALLONS)</th>
<th>VOLUME (GPM)</th>
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<td>HDPE</td>
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<td>86</td>
<td>471</td>
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<td>WEISER</td>
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- ACCEPTABLE MANUFACTURERS: WEISER, CREST OR EQUAL.
- SEE EXTERIOR GREASE INTERCEPTOR DETAIL FOR ADDITIONAL INFORMATION.
- SEE SITE UTILITY DRAWINGS FOR COVER DEPTH TO DETERMINE RISER LENGTHS. DEPTH SHOWN IS AN ESTIMATION.

### EXTERIOR GREASE INTERCEPTOR CALCULATIONS

<table>
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<tr>
<th>FIXTURE NUMBER</th>
<th>NUMBER OF FIXTURES</th>
<th>LENGTH OF FIXTURE (INCHES)</th>
<th>DEPTH OF FIXTURE (INCHES)</th>
<th>VOLUME OF FIXTURE (CU. IN.)</th>
<th>LIQUID VOLUME OF FIXTURE (GALLONS)</th>
<th>LIQUID VOLUME OF FIXTURE (GPM)</th>
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<td>5</td>
<td>70</td>
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<td>170</td>
<td>70</td>
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<td>S-3</td>
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<td>10</td>
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- TOTAL VOLUME (MINIMUM FLOW RATE) 168 GALLONS
- TANKING CAPACITY OF TANKS 240 GALLONS
- REQUIRED LIQUID HOLDING CAPACITY 240 GALLONS

### EXTERIOR GREASE INTERCEPTOR

- **Diagram:**
  - Exterior Grease Interceptor
  - Dimensions and Placement
  - Connections and Inlets
  - Material and Dimensions

- **Details:**
  - Exterior Grease Interceptor Schedule
  - Calculations for Flow Rates and Volumes
  - Acceptable Manufacturers

- **Notes:**
  - See site utility drawings for cover depth to determine riser lengths.
  - Depth shown is an estimation.

- **External Plumbing Calculations and Details**
  - Fixtures and Fixtures Numbers
  - Length and Depth Specifications
  - Volume Calculations
  - Tanking Capacity
  - Requirements and Remarks

---

**Details:**
- Fixtures
- Sinks
- Grease Holding Capacity
- Exterior Grease Interceptor Schedule
- Calculations for Flow Rates and Volumes
- Acceptable Manufacturers
- Site Utility Drawings
- Cover Depth
- Riser Lengths
- Depth Estimation

---

**New Building for:**
- Taco Bell - Black River Bells
- 5295 E University Ave, Pleasant Hill, IA 50327

**Issue Date:**
- June 29, 2023
CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: AUGUST 22, 2023
TO: MAYOR & CITY COUNCIL
FROM: ROSE E. SCHRODER, AICP
PLANNING MANAGER
SUBJECT: FINAL PLAT
SUNRISE POINTE PLAT 6

BACKGROUND:
The City has received a final plat for approximately 12.54-acres of vacant land generally being a northerly extension of SE Wildflower Drive, located north of Sunlight Drive. The property is zoned PUD consistent with the previous phases of Sunrise Pointe. Staff has reviewed the documents and finds them to be in conformance with the requirements of a final plat.

The plat creates 36 single family residential lots, Street Lots ‘A’ through ‘C’ and Outlot ‘Z’, utilized for storm water detention. The lots are located along a new north/south street called NE Wildflower Drive and new east/west extensions including NE Kendall Avenue, NE George Avenue and NE Caroline Avenue. Each of the east/west street extensions include a previously established temporary turn-around easement until such time as the streets are extended further to the east for future development.

The development will provide for new public utilities including water main and sanitary sewer connections, within their associated easements. The majority of stormwater detention will be located on Outlot Z as well as a rear yard easement over Lots 7 through 11 and including surface flowage easements on additional lots 1 through 6 and Lots 12 through 15. Parkland dedication required by the development has been calculated and is proposed by the applicant to be completed using fee in lieu of dedication in the amount of $17,280.00. The fee has been submitted to the City.

The City has received as-built drawings of the public improvements and the stormwater detention basin including certification by the applicant’s professional engineer certifying conformance with the approved plans. There are remaining items on the inspection punch list that will need to be completed prior to release of the final plat for recording and final acceptance of the public improvements. Following is a resolution to approve the Final Plat for Sunrise Pointe Plat 6 subject to the final punch list items being completed.

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

FINANCIAL CONSIDERATIONS:
N/A

RECOMMENDATION:
Consider approval of the attached resolution approving the Final Plat for Sunrise Pointe Plat 6 subject to the punch list items being completed.
RESOLUTION #082223-10

A RESOLUTION APPROVING THE FINAL PLAT FOR SUNRISE POINTE PLAT 6

WHEREAS, the Pleasant Hill City Council has received and reviewed the Final Plat for approximately 12.54-acres of land known as Sunrise Pointe Plat 6, generally being a northerly extension of SE Wildflower Drive, located north of Sunlight Drive; and

WHEREAS, the preliminary plat for the project was approved by City Council at the June 22, 2021 City Council meeting and the developer wishes to submit a final plat;

WHEREAS, City Staff recommends accepting fee in lieu with the applicant as an alternative to parkland dedication in the amount of $17,280.00;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the Final Plat for Sunrise Pointe Plat 6 subject to the remaining punch list items being completed.

ADOPTED this 22nd day of August 2023.

____________________________
Sara Kurovski, Mayor

ATTEST:

____________________________
Dena Spooner, City Clerk/Finance Director
DATE: AUGUST 22, 2023
TO: MAYOR & CITY COUNCIL
FROM: ROSE E. SCHRODER, AICP
      PLANNING MANAGER
SUBJECT: VOLUNTARY ANNEXATION AGREEMENT FOR PROPERTY AT 6514 SE 6th Avenue

BACKGROUND:
The attached agreements have been submitted by Susan J. Strome for voluntary annexation of property legally described in the attached documents and locally known as 6514 SE 6th Street. The applicant has expressed interest in connecting to the City’s sanitary sewer collection system at a date in the future.

The property is located in unincorporated Polk County and is within the City’s extraterritorial planning boundary. The attached resolution approves the following agreement with the owner of 6514 SE 6th Street to provide voluntary annexation. The attached agreements are consistent with past practice to create positive relationships with unincorporated residents and protect the City’s long term need for responsible annexation.

ALTERNATIVES:
Not approve the resolution. However, this would terminate the potential for a voluntary annexation petition and would not be consistent with past actions.

FINANCIAL CONSIDERATIONS:
NA

RECOMMENDATION:
Approve the resolution approving the agreements for voluntary annexation for property at 6514 SE 6th Avenue.
RESOLUTION #082223-11

RESOLUTION APPROVING AN AGREEMENT WITH SUSAN J. STROME FOR THE VOLUNTARY ANNEXATION OF PROPERTY AT 6514 SE 6TH AVENUE

WHEREAS, the City Council has historically approved agreements for future voluntary annexation to preserve the long term future of the city and allow for good planning; and

WHEREAS, the property legally described in the attached documents, locally known 6514 SE 6TH Avenue, shall be subject to a permanent agreement for future voluntary annexation;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached agreement with Susan J. Strome for future voluntary annexation of property at 6514 SE 6TH Avenue.

ADOPTED this 22nd day of August, 2023.

______________________________
Sara Kurovski, Mayor

ATTEST:

______________________________
Dena Spooner, City Clerk/Finance Director
RESTRICTIVE COVENANT AND DEVELOPMENT AGREEMENT

STATE OF IOWA ) IA
 ) ss.
COUNTY OF POLK ) POLK

COMES NOW Susan J. Strome, a single person, (hereinafter “Owner”) of the following described real estate:

Lot 4, except the East 85 feet thereof, in ESTEY HEIGHTS, Final Plat, an Official Plat, in Polk County, Iowa

And does hereby make the following Agreement with the City of Pleasant Hill, Iowa:

WHEREAS the City of Pleasant Hill, Iowa has consented to and approved an abatement schedule allowed under Iowa Code §368.7(5) and §368.11(3)(a) for the above described real estate.

NOW THEREFORE in consideration of that approval, the owner as aforementioned and heirs, successors in interest, transferees, and/or assigns of the above described real estate, agree that said real estate is subject to an Application for Voluntary Annexation into the City of Pleasant Hill, Iowa. That said Application for Voluntary Annexation to the City of Pleasant Hill, Iowa, is on file with the City of Pleasant Hill, Iowa and is to be used by the City of Pleasant Hill, Iowa as soon as it is practical to do so. Further, that this real estate shall eventually become a part of the City of Pleasant Hill, Iowa.

That the covenant of Voluntary Annexation by the City of Pleasant Hill shall run with the land and be a restriction thereon subject to the contents thereof.

That all parties agree that adequate consideration has been given for such restriction.
Dated this 17th day of August, 2023.

OWNERS:

[Signature]

Susan J. Strome

Subscribed and sworn to before me, a Notary Public, on this the 17th day of August, 2023, by the said Susan J. Strome, a single person, to me personally known.

[Signature]

Laura J. Remley
Notary Public In and For the State of Iowa
PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (hereinafter referred to as ("Agreement") is entered into by and between the City of Pleasant Hill, Iowa, a municipal corporation (hereinafter referred to as the "City") and by Susan J. Strome, a single person, (hereinafter referred to as "Owner") being the owners of the following described real estate to wit:

Lot 4, except the East 85 feet thereof, in ESTEY HEIGHTS, Final Plat, an Official Plat, in Polk County, Iowa

(hereinafter referred to as "Subject Property").

WITNESSETH:

WHEREAS, the Subject Property is presently located entirely within Polk County, Iowa, and outside the corporate limits of any other city; and,

WHEREAS, the Owner and the City of Pleasant Hill have entered into an Annexation Agreement on the 17th day of August 2023. A copy of said Annexation Agreement is attached hereto and by this reference made a part hereof as though fully set out herein; and,

WHEREAS, Owner is making application for voluntary annexation into the City of Pleasant Hill, Iowa this date. Said Annexation Agreement to be acted upon under the terms and conditions as set out herein and as referred to in the previous Annexation Agreement by and between the City of Pleasant Hill and Owner; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is agreed between City and Owner, as follows:

1. **Sewer Connection.** The City of Pleasant Hill and the Owner agree that the Owner shall pay for the City sewer connection at a reduced flat fee of $1,000.00 for the first sewer connection on the Subject Property.

2. **Consent.** The City of Pleasant Hill will provide the maximum benefit allowed by the State of Iowa at the time of voluntary annexation for the transition in the imposition of City taxes against the property, not to exceed the following abatement schedule:
   A. For the first and second years, seventy-five percent (75%).
   B. For the third and fourth years, sixty percent (60%).
   C. For the fifth and sixth years, forty-five percent (45%).
D. For the seventh and eighth years, thirty percent (30%).
E. For the ninth and tenth years, fifteen percent (15%).

These are the maximum benefits allowed pursuant to 368.7(5) and 368.11(3)(m) of the Code of Iowa.

3. **Irrevocable.** This Pre-Annexation Agreement shall become irrevocable upon execution by the Owner.

4. **Severability.** If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

The City of Pleasant Hill agrees to annex the property at a time of the City’s choosing.

Dated this 17th day of August, 2023.

OWNERS:

[Signature]

Susan J. Strome

CITY OF PLEASANT HILL, IOWA

__________________________

Mayor, Sara Kurovski

__________________________

City Clerk
VOLUNTARY PETITION OF ANNEXATION TO THE CITY OF PLEASANT HILL, IOWA

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS that Susan J. Strome, a single person, is the owner of the following described real estate to wit:

Lot 4, except the East 85 feet thereof, in ESTEY HEIGHTS, Final Plat, an Official Plat, in Polk County, Iowa

That this Voluntary Petition of Annexation is hereby presented to the City Council of the City of Pleasant Hill, Iowa and to the City Development Board exercising our independent right to request voluntary annexation of the subject real estate into the City of Pleasant Hill, Iowa this 17th day of August 2023.

That this Voluntary Petition of Annexation to the City of Pleasant Hill, Iowa is irrevocable and shall be binding upon the Owner, their heirs, transferees, successors in interest, and/or assigns, and may only be revoked according to the terms of the Pre-Annexation Agreement if said terms, conditions, and provisions are not complied with by the City Council of the City of Pleasant Hill, Iowa. That this Voluntary Petition shall run with the land and is subject to the Restrictive Covenant and Development Agreement executed concurrently herewith.

This Petition is offered subject to 368.11(3)(m)(1) allowing for the annexed property to enjoy the imposition of City tax, adjusted for ten (10) years as set out therein.

OWNERS:

Susan J. Strome
APPLICATION FOR VOLUNTARY ANNEXATION

To: Mayor and Pleasant Hill City Council, City Hall, 5160 Maple Drive, Suite A, Pleasant Hill, Iowa 50327.

Subject: Annexation – Property owned by the Susan J. Strome

Honorable Mayor and Members of the City Council:

Re: Title to the property identified in Exhibit A is held in the name of the Susan J. Strome, a single person (hereinafter “Owner”).

Owner states as follows:

1. Owner is the owner of the property identified in Exhibit A (exclusive of public rights-of-way). Owner requests that the property identified in Exhibit A (hereinafter referred to as “Subject Property”) be voluntarily annexed into the City of Pleasant Hill, Iowa (hereinafter referred to as “City”).

2. Owner hereby makes application to City to voluntarily annex the Subject Property subject to certain terms, conditions and provisions of a Pre-Annexation Agreement (hereinafter referred to as “Agreement”) to which this Application is attached.

   All of the terms, conditions and provisions of the Pre-Annexation Agreement shall by this reference be incorporated and made a part of this Application for Voluntary Annexation if as set forth verbatim herein.

3. This Application for Annexation is irrevocable and shall be binding upon the Owner, their heirs, successors in interest and/or assigns.

Dated this 17 day of August 2023.

OWNERS:

Susan J. Strome
Exhibit "A"

Lot 4, except the East 85 feet thereof, in ESTEY HEIGHTS, Final Plat, an Official Plat, in Polk County, Iowa
DATE: AUGUST 22, 2023
TO: MAYOR & CITY COUNCIL
FROM: J. BENJAMIN CHAMP, ICMA-CM, AICP, CECd, EDFP, ASLA
      CITY MANAGER
SUBJECT: APPROVAL OF AGREEMENT WITH POLK COUNTY
          PARTICIPATION IN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

BACKGROUND
The Polk County Board of Supervisors is working with the U.S. Department of Housing and Urban Development (HUD) on obtaining status as an Urban County for Federal Community Development Block Grant Funding (CDBG). HUD has informed the County that is one of less than twenty counties across the country that are eligible for the designation and funding that are not currently participating. The County would receive approximately $1M annually to spend on eligible projects and programs in participating communities. Des Moines and West Des Moines are already “entitlement” cities that receive direct CDBG funding already and would not be eligible for the additional CDBG funding. The County anticipates that all other eligible communities but one will participate. There is not a cost to join the County CDBG program; however, the City would not be eligible for other CDBG funds through the State. The City would not be a competitive candidate for the other funds and participating in this program would be a more financially productive path. Examples of eligible projects could include sidewalk infill efforts, housing rehabilitation programs, and other community betterment efforts. Grant funding that the City might receive through the CDBG program would have federal rules such as specific wage rates thresholds and other unique requirements. Multiple staff members have past experience administering CDBG funded projects in other communities and are prepared for this effort. Following is a resolution and agreement with Polk County to participate in the Community Development Block Grant Program.

ALTERNATIVES
Not approve the resolution and agreement; however, the City would not be eligible to participate in the program for the next year.

FINANCIAL CONSIDERATIONS
The agreement would provide opportunities to apply for new funding for community improvement projects.

RECOMMENDATION
Approve the attached resolution for the agreement with Polk County.
RESOLUTION #082223-12

APPROVAL OF AGREEMENT WITH POLK COUNTY FOR PARTICIPATION IN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the Polk County Board of Supervisors is working with the U.S. Department of Housing and Urban Development to establish a Community Development Block Grant Program in the County with participating cities; and

WHEREAS, the attached agreement has been developed for the City of Pleasant Hill to participate in the program that would allow the City to be an eligible funding recipient; and

WHEREAS, the program could provide funding assistance for public improvement activities, housing activities, public services activities, and economic development activities; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pleasant Hill, Iowa hereby approve and authorize the preparation and filing of an agreement and that the Mayor is hereby authorized to sign all necessary documents on behalf of the City in accordance with this resolution.

Passed and approved August 22, 2023.

______________________________
Sara Kurovski, Mayor

ATTEST:

______________________________
Dena Spooner City Clerk/Finance Director
THIS INTERGOVERNMENTAL AGREEMENT ("Amended Agreement") is made and executed this _ day of _; 2023 by and between the County of Polk., a governmental entity and subdivision of the State of Iowa ("County"), and the City of Pleasant Hill ("City"), located in Polk County; State of Iowa. The County and City may hereinafter be referred to individually as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 ("Act") (as last amended and supplemented), permitting and providing for the participation of the federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, mainly for persons of low and moderate income, this objective to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act; and

WHEREAS, the rules and regulations governing the Community Development Block Grant ("CDBG") Program issued by HUD to implement the Act and published in 24 C.F.R, Part 570 ("Regulations") provide that a county must qualify as an "Urban County", as defined therein, and submit a request for funding now known as the Annual Action Plan or a five (5) year Consolidated Plan with an Annual Action Plan component, when required, on the projected use of the funds to HUD each year in order to be eligible to receive CDBG funds and that cities and units of local government within an Urban County may join an Urban County by cooperation agreement and thereby be considered a part of the Urban County and be included in the Urban County’s Community Development Block Grant ("CDBG") Program; and

WHEREAS, Polk County, Iowa qualifies and intends to begin operating as an Urban County for the federal fiscal years (FYS) 2024-2026 based on HUD CPD Notice 23-02; Instructions for Urban County Qualification for Participation in the CDBG Program for Fiscal Years 2024-2026; and

WHEREAS a determination has been made by HUD that the County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted to the County pursuant to C.R.S. §§ 29-3-101 to 123; §§ 30*11-101 and 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422; and

WHEREAS, a determination has been made by HUD that the County, acting by and through the Polk County Board of Supervisors, is authorized to undertake essential housing activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted the County pursuant to C.R.S. § 29-1- 204.5; and

WHEREAS, it is recognized that the County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of the City and, therefore, its ability to conduct the CDBG Program in the City is limited by the requirement that it must obtain permission from the City to perform certain kinds of activities therein, and accordingly, in order for the City to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG funds, it is required by the Regulations that the City and the County
enter into a cooperation agreement wherein the City authorizes and agrees to cooperate with the County to undertake or to assist in the undertaking of essential community development and housing assistance activities, specifically including urban renewal and publicly assisted housing, within the boundaries of the City as may be approved and authorized in the County's annual grant agreements with HUD; and

WHEREAS, the participating City understands that by executing this Agreement it may not apply for grants under the Small Cities or State CDBG Programs for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG Program; and

WHEREAS, Under general provisions of Iowa law governing contracting between governmental entities and by virtue of specific authority granted by C.R.S. § 29 1-203, any two or more political subdivisions of the state may enter into agreements with one another for joint or cooperative action and any one or more political subdivisions entering into the contract is authorized by law to perform; and

WHEREAS, the City now desires to become a participating jurisdiction under the County’s status as an Urban County; and

WHEREAS, accordingly, the parties hereto have determined that it will be mutually beneficial and in the general public interest to enter into this Agreement regarding the conduct of the CDBG Program; and

WHEREAS, the Polk County Board of Supervisors will adopt the Intergovernmental Agreement regarding the Community Development Block Grant program for federal Fiscal Years 2024-2026 administered by the U.S. Department of Housing and Urban Development ("Original Agreement"); and

WHEREAS, all other provisions contained in the Original Agreement remain unchanged; and

NOW, THEREFORE, in consideration of the premises set forth above and the mutual obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

RESPONSIBILITIES OF THE CITY

A. City and County Cooperation

The City will cooperate and work with the County in the preparation of detailed projects and other activities to be conducted or performed within the City during the federal program years this Agreement is in effect.

The City will also cooperate with the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City. The finalized projects and activities will be included in the County's Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, for said year. The City understands and agrees, however, that the County shall have final responsibility for the selection of all projects and activities to be included in the grant request and for submission of the request.

The City shall cooperate fully with the County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City as may be approved and authorized in: (1) the County’s CDBG agreements, including the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required; and (2) Subrecipient Agreements.

B. Subrecipient Agreements

The City understands and agrees that pursuant to 24 C.F.R. § 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirement for a written
agreement ("Subrecipient Agreement") as set forth in 24 C.F.R. § 570.503. This Agreement shall govern the Subrecipient Agreement and each of the individual projects approved during the time this Agreement is in effect.

Upon the execution of this Agreement, the residents of the City shall be allowed to avail themselves of CDBG funded programs in the County.

In order for the City to receive and continue receiving CDBG Funds, the following must occur:

The City must execute this Agreement.

The City must apply to the County for CDBG Funds for each specific project or activity.

The City must sign a Subrecipient Agreement with the County for the specific project or activity. The Subrecipient Agreement is governed by 24 C.F.R. § 503. As part of the Subrecipient Agreement, the City must submit to the County, and the County must approve, the project name, the project purpose, a scope of service, project description, proposed Scope of Work for the specific project or activity, performance measures, staffing, a description of system delivery, project budget, time of performance, reporting requirements, labor standards requirements (if applicable), environmental review requirements, and other financial information. This Agreement shall govern program income, reversion of assets, records, and asset management.

The City must complete and submit the forms and reports that are exhibits to the Subrecipient Agreement in a complete and timely manner.

The City must be in full compliance with the terms and conditions of all Subrecipient Agreements and with all Intergovernmental Agreements it has signed regarding the CDBG Program Administered by HUD.

C. Assurances and Certifications

The City agrees to comply with HUD Assurances and Certifications contained in the document attached hereto labeled as Exhibit A and incorporated herein by reference; however, with respect to the provisions that reference the Action Plan or Consolidated Plan, such Certifications are to be effective only at such time as those plans are finalized and submitted to HUD.

D. Administrative Control

As to any proposed projects funded under this Agreement, the City agrees that the County shall have the ultimate supervisory and administrative control of the CDBG Program, but that the City shall be responsible for the expenditures of the funds allocated for each project or activity and for the construction or performance of the projects and activities in compliance with all applicable federal laws and requirements relating to the CDBG Program or the implementation of the Annual Action Plan (or five (5) year Consolidated Plan with an Annual Action Plan component) when required, during the period covered by this Agreement.

E. Non-Appropriation Clause

The City agrees that it will include in every contract it enters, where it relies upon CDBG monies for funding, a non appropriation clause that will protect itself and the County from any liability or responsibility on any suit which might result from the discontinuance of CDBG funding for any reason.

F. Excessive Force

The City/County has adopted and is enforcing the following law enforcement measures:

1. A policy prohibiting the use of excessive force by law enforcement agencies
within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions.

G. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for City projects and activities, shall be allocated to the specific projects and activities described and listed in the City's/Town's proposal for funding and approved Subrecipient Agreement, and the allocated funds shall be used and expended only for the projects and activities to which the funds are identified. No project, activity, or the amount allocated may be changed without concurrence by the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required by HUD and an approved Subrecipient Agreement that authorizes such project, activity, or amount.

H. Day-To-Day Supervision

The City will be responsible for the direct, day-to-day supervision and administration of its respective projects or activities and will accomplish this task through the use of its own staff, agents, and employees. The City will be responsible for any injury to persons or damage to property resulting from negligent acts or error and omissions of its staff, agents, and employees.

I. Cost Overruns

Since the City is responsible for the direct supervision and administration of its respective projects or activities, the County shall not be liable or responsible for cost overruns by the City on any project or activity. The County shall have no duty or obligation to provide any additional funding to the City if its projects or activities cannot be completed with the funds allocated by the County to the City. Any cost overruns shall be the sole responsibility of the City or City contractors, partnering entities or other assigns.

J. Project Changes

No approved project or activity, nor the amount allocated therefore, may be changed without the concurrence of the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component by HUD, if required, and acceptance of the revised Subrecipient Agreement. Changes must be requested in writing.

K. Bonds

The City will include with construction contracts it enters into for any project with estimated costs of $100,000 or more, which requires bid guarantees (5% of the bid), performance (100% of the contract price) and payment bonds (100% of the contract price).

L. Insurance

The City shall require any contractor it uses on any project, or activity where it relies upon CDBG funds to provide and maintain, until final acceptance by the City of all work by such contractor, the types of insurance listed hereinafter with insurers with an A- or better rating as determined by Best's Key Rating Guide.

The contractor will be required to procure and maintain, at his/her own expense and without cost to the County, the kinds of minimum amounts of insurance as follows:
Workers’ Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers’ Liability insurance with the following limits:

Workers’ Compensation: Employers’ Liability: $1,000,000

Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to each of the contractor's owned, hired and non owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

Professional Liability Insurance coverage in an amount not less than ONE MILLION DOLLARS ($1,000,000.00), and the contractor shall maintain such coverage for at least two (2) years from the termination of the project.

The required Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to include the County and the City as certificate holders and name the County and the City their officers and employees as additional insureds. The County and the City will be certificate holders in respect to the required Workers’ Compensation and Professional Liability insurance policies. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The contractor shall furnish Polk County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Polk County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. Polk County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Polk County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, termination, or material change will be sent via mail or e-mail to:

Polk County Board of Supervisors
111 Court Avenue, Suite 300
Des Moines, Iowa 50309
auditor@polkcountyiowa.gov

The contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Polk County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

M. Records

The City shall maintain a complete set of books and records documenting its use of the
CDBG funds and its supervision and administration of its respective projects and activities in accordance with the Regulations. The City shall provide full access to these books and records to the County, the Secretary of HUD or their designee, the HUD Office of Inspector General, and the General Accounting Office so that compliance with federal laws and regulations may be confirmed. The City further agrees to provide to the County, upon request, a copy of any audit records pertaining to the City's/Town's financial operations during the term of this Agreement. Records shall maintained for five (5) years after closing out the CDBG project.

N. Timelines

The City shall submit to the County, along with its proposal, a timetable for each project delineating the length of time needed for each phase through the completion of the project. The timetable will be contained in the Subrecipient Agreement and the exhibits thereto. The City shall comply with the timetable submitted and legally obligate and expend funds accordingly through the end of the project. The City understands that failure to comply with the timetable may lead to a cancellation of the project and loss of CDBG funding, unless the County determines that there are extenuating circumstances beyond the City's/Town's control and that the project will proceed and will be completed within a reasonable length of time. The timetable’s implementation will begin when the County provides written notification to the City that the proposal(s) has been accepted by HUD. Unobligated or unexpended funds that are lost by the City will be transferred to the County for distribution to other Subrecipients. The County will review the City's/Town's progress to ensure that the activities are being carried out in a timely manner in accordance with 24 C.F.R § 570.902.

O. Limitations

The City agrees that no more than two and one-half percent (2.5%) of the funds the City actually receives will be used for eligible planning, urban environmental design, and policy-planning-management-capacity building activities, as defined in 24 C.F.R. § 570.205 of the Regulations.

The City understands that by executing this Agreement, it may not apply for grants under the State CDBG Program for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG program.

P. Financial Management

The City's/Town's financial management system shall comply with the standards specified in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The City agrees that before the County can distribute any CDBG funds, the City must submit to the County Board of Supervisors documentation and reimbursement form required by such Department which states the amount of funding the City is requesting. Upon approval of the request, the County will distribute the requested funds to the City or directly to the appropriate contractor on a reimbursement basis.

Q. Program Income

The City agrees that, pursuant to 24 C.F.R. § 570.504, all Program Income received under the CDBG Program will be retained by the City and will be disbursed for its CDBG project activities before additional CDBG funds are requested from the County. If the City terminates participation in the County's CDBG Program, income received subsequent to the City's termination shall be remitted to the County.

R. Asset Management

If the City terminates participation in the County's CDBG Program, assets acquired through the CDBG Program shall be managed or disposed of in accordance with 24
C.F.R. Part 85.31 (Real Property), Part 85.32 (Equipment), and Part 85.50 (Close Out), and in accordance with the Subrecipient Agreements.

S. State, City, and County Law Compliance

All responsibilities of the City enumerated herein shall be subject to applicable State statutes, City ordinances, resolutions, and any applicable County resolutions, rules, and regulations, and any other rules and regulations insofar as such State and local laws apply to projects located within the City.

RESPONSIBILITIES OF THE COUNTY

A. Legal Liability and Responsibility

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County’s requests for CDBG funds and that it will thereby become and will be held by HUD to be legally liable and has full responsibility for the execution of the CDBG Program, following the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration and performance of the CDBG Program, including the projects and activities to be conducted in the City. Accordingly, the City agrees that as to all projects and activities to be conducted within its boundary limits under any CDBG agreements received by the County that includes the City, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's supervisory and administrative obligations to the City shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the City and to provide a contract monitor whose job it will be to monitor the various projects funded with CDBG monies to ensure that they comply with applicable federal laws and regulations.

RESPONSIBILITIES OF THE PARTIES

A. Federal Compliance

The Parties shall take all actions to do all things that are appropriate and required of them to comply with the applicable provisions of the grant agreements received from HUD by the County in which the City is included, the provisions of the Act and all regulations, rules and guidelines, promulgated by the various federal departments, agencies, administrations, commissions, or the Secretary of HUD relating to the CDBG Program. More specifically, the City and the County agree to take all required actions to comply with the provisions of 24 C.F.R. Part 570, Subpart K, the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act and 24 CFR 91.225(a) and 5,105(a)), Section 104 (b) and 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, Uniform Federal Accessibility Standards, 2 C.F.R. 200 of HUD's Uniform Administrative Requirement for Grants and Cooperative Agreements, Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, Lead-Based Paint Regulations (24 C.F.R. Part 35, 24 C.F.R. § 570.608, 24 C.F.R. § 982.401) and Title 2 U.S. Code of Federal Regulations Part 200. Additionally, in accordance with the Regulations, no employee, official, agent, or consultant of the City shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

A. Length of Agreement

This Agreement will remain in effect until the CDBG funds and program income
received with respect to the “three-year qualification period” FY 2024-2026) are expended and the funded activities completed. This stipulation also applies to any successive qualification periods under agreements that provide for automatic renewals. The parties may not terminate or withdraw from the Agreement while the Agreement is in effect.

B. Automatic Renewal

This Agreement will automatically be renewed for participation in successive “three-year qualification periods”, unless the City provides prior written notice that it elects not to participate in a new qualification period at any time. By the date specified by HUD’s Urban County qualification notice for the next qualification period, the County will notify the City of its right not to participate in the upcoming period. The date in the Urban County Qualification Notice will give the City sufficient time for notification if it elects not to participate. Copies of notices electing not to participate will be sent to the HUD field office.

Amendments will be utilized to make changes in this Agreement and would be necessary to incorporate required changes as set forth in the Urban County Qualification Notice applicable for subsequent three-year periods. An amendment would also be required if there were to be any programmatic administrative or operational changes to this Agreement that were not required by HUD. The City is required to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent “three-year qualification period”. Amendments would be submitted to HUD as provided in the Urban County Qualification Notice. Failure of the City to sign an amendment will void the automatic renewal of such qualification period.

C. Fair Housing

As required by HUD, local governments agree to affirmatively further fair housing within their own jurisdictions. The County may not provide any CDBG funding for activities in or in support of the local governments if they do not affirmatively further fair housing within their own jurisdiction or if the local government impedes the County’s actions to comply with the County’s fair housing certification. The parties will take all actions necessary to assure compliance with the County’s certification as stated in section III. A above.

D. Reporting

The City will file all reports and other information necessary to comply with the applicable federal laws and regulations as required by the County and HUD. This will include providing to the County information, such as progress reports, final reports, or audit reports, etc., necessary to complete the required HUD reports in a timely fashion. The County shall be responsible for confirming the compliance of the City’s project with applicable federal laws and regulations. The County shall further be responsible for maintaining proper documentation of the County’s administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable federal agencies in a timely fashion.

E. Non-Profit Support

The Parties are encouraged to provide financial support utilizing their general funds, CDBG funds, or other funds available to the nonprofit organizations that provide community service activities to the populations in need within the Urban County and the City.

F. Transfer of Funds

The City may not sell, trade or otherwise transfer all or any portion of CDBG funds to another such City, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits
or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

**CONTRACT ALTERATION**

The terms of this Agreement may be changed or altered only by the mutual written agreement of the Parties and all of the units of local government in the County that are participating in the CDBG Program, subject to approval by HUD. Any such changes or alterations would become effective thirty (30) days after they are put into writing and agreed to by all of the parties herein above mentioned.

**OTHER PROVISIONS**

**Entire Agreement.** This Agreement constitutes the final and complete expression of the parties' agreements with respect to their respective rights and obligations, except to the extent that this Agreement may later be amended by a written instrument.

**Severability.** If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

**Assignability.** No Party to this Agreement shall assign or transfer any of its rights or obligations hereunder.

**Appropriations.** Notwithstanding any other term, condition or provision herein, each and every obligation of the Parties is subject to the requirement of a prior appropriation of funds therefore by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the ___th day of ____________, 2023.

POLK COUNTY, IOWA

By: ________________________________

Tom Hockensmith, Chair
Polk County Board of Supervisors

ATTEST:  APPROVED AS TO CONTENT:

_________________________  ____________________________

Clerk       County Manager

APPROVED AS TO LEGAL FORM:  APPROVED AS TO FISCAL CONTENT:

_________________________  ____________________________

County Attorney     Director of Finance

Date: ___________     Date: ___________

APPROVED AS TO INSURANCE REQUIREMENTS:

_________________________

Risk Manager

Date: ___________
CITY OF PLEASANT HILL, IOWA

By: ______________________________

Sara Kurovski, Mayor

ATTEST: ___________________________  ___________________________

Dena Spooner, City Clerk / Finance Director   Brad Skinner, City Attorney

APPROVED AS TO FORM:
EXHIBIT A CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** - The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Antidisplacement and Relocation Plan** - It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CPR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant program.

**Anti-Lobbying** - To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid; by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** - The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with Plan** --The housing activities to be undertaken with Community Development Block Grant funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** - It will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CPR Part 135.

Specific Community Development Block Grant Certifications

The Entitlement County certifies that:

**Citizen Participation** - It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** - Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts
Following a Plan - It is following a current consolidated plan that has been approved by HUD.

Use of Funds - It has complied with the following criteria:

Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024-2026 or a period specified by the grantee of one, two, or three specific consecutive program years, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force - It has adopted and is enforcing:

A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination Laws - The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint - Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K, and R.

Compliance with Laws - It will comply with applicable laws.
INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
ATTACHMENT A

POLK COUNTY, IOWA

INSURANCE REQUIREMENTS (s)

I. GENERAL INSURANCE REQUIREMENTS.

The Contractor shall purchase, secure and maintain throughout the Term and duration of this Agreement, insurance of such types and minimum coverage (not less than) amounts specified herein.

Said insurance shall be provided by an insurance company(ies), “admitted” and “non-admitted” to do business in the State of Iowa, having no less than an A.M. Best Rating of “B+.” All insurance policies shall be written on a “per occurrence basis,” and not a claims-made basis, and in the form, amounts and with companies satisfactory to Polk County, Iowa.

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish Polk County with a proper Certificate of Insurance (COI) or affidavits executed by representatives of duly qualified insurance companies, doing business in Iowa for approval by Polk County.

The Certificate shall identify the following: the insurance company firm name and address; contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder(s); “Additional Insured;” “Waiver of Subrogation,” and cancellation clauses.

All certificates submitted for the purpose of complying with these specifications shall identify as the “Named Insured” the Contractor; and Polk County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns, as “Additional Insureds.”

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by Polk County, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect shall be considered and treated as a breach of contract or Event of Default by Polk County. Failure on the part of the Contractor to comply with the requirements of this article shall be considered sufficient and just cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with Polk County shall state the insurance company shall provide Polk County, Iowa with advance written notice, thirty (30) calendar days before any policy covered thereby is changed or canceled.
Evidence of insurance coverage as identified and stipulated by these specifications shall be received and approved by Polk County prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

II. TYPES OF INSURANCE REQUIRED

A. Workers’ Compensation and Employers’ Liability.
   This insurance shall protect the Contractor against all claims under Iowa Workers’ Compensation Law, including Employer’s Liability. The Contractor shall also be protected against employee claims for injury, disease, or death, and for employees which for any reason, may not fall within the provisions of the Workers’ Compensation Law. This shall include an endorsement adding a Waiver of Subrogation in favor of Polk County is required. The insurance requirements shall not be less than the following:

   1. Workers’ Compensation – Statutory
   2. Employers’ Liability

      a. $500,000 Per Accident
      b. $500,000 Disease, Policy Limit
      c. $500,000 Disease, Each Employee

B. Commercial General Liability.
   This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

   The Contractor shall provide and maintain insurance coverage to protect the Contractor against any and all claims for injuries to persons or damages to property, including but not limited to personal injury, including death, as well as from claims under this contract Agreement, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

   The liability limits shall not be less than the following:

   General Aggregate $ 2,000,000
   Products and Completed Operations Aggregate 2,000,000
   Personal & Advertising Injury 1,000,000
   Each Occurrence 1,000,000
   Fire Damage (Any one Fire) 100,000
   Medical Expenses (Any One Person) 5,000

   Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). As such, the policy shall include Contractual Liability, Premises, Operations and XCU coverage.

C. Excess Liability Insurance (Umbrella).
   The Contractor shall procure and maintain, during the Term and duration of this contract Agreement Excess Liability Insurance coverage in an amount not less than
$2,000,000.00. This Excess Liability coverage shall be over and above all of the underlying required minimum coverage amounts specified herein.

D. Professional Liability (Errors & Omissions).
The Contractor shall obtain and maintain, at its expenses, Professional Liability Insurance in the amount of $1,000,000 including coverage for errors and omissions caused by Contractor’s negligence in the performance of its duties under this agreement. (When Applicable).

E. Automobile Liability.
This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor. The liability limits shall not be less than the following:
$1,000,000 Combined Single Limit (CSL) per accident.

F. Builders Risk Insurance.
Coverage shall be equal to 100 per cent of the replacement cost of all proposed construction. (When Applicable).

G. Agents and Subcontractors.
The Contractor shall require that any and all of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract Agreement, purchase, obtain and maintain the same insurance requirements as are required of the (general) Contractor.

H. Performance Bond.
A bond for the faithful and timely completion of the entire contract Agreement/construction project must be provided with a limit of 100 percent of the total contract valuation sum. (When Applicable).

I. Liquor Liability.
Comprehensive liquor liability coverage shall be purchased with limits not less than $1,000,000. (When Applicable). This coverage is mandatory only when the contractor/vendor will be serving alcohol for consumption.

MISCELLANEOUS.

A. Cost of Insurance.
Polk County shall make no direct payments to the Contractor for any costs associated with purchasing, securing, maintaining, and/or providing the insurance coverage required by the Contractor. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.

B. Personal Liability of Public Officials.
In carrying out any of the provisions of the contract Agreement, or in exercising any power or authority granted to any agent or representative of Polk County thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, in either their personal capacity or in their official capacity as an official of Polk County. Said agents or representatives shall only be understood and
considered to act in such matters as the agent and representative of the contracting authority and governmental body Polk County, Iowa.

C. **Non-Waiver of Legal Rights.**
Polk County shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the Terms of the contract Agreement.

Polk County shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the Terms of the contract Agreement. Neither the acceptance by Polk County, nor any agent or representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by Polk County shall operate as a waiver of any portion of the contract Agreement, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

D. **Indemnification.**
The Contractor shall indemnify, defend and hold harmless Polk County, Iowa its elected and appointed officials, directors, employees, agents, their predecessors, successors and assigns from and against any and all liabilities, disputes, claims, demands, cause of actions, lawsuits, damages, judgements, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against the County by reason of or resulting from any injuries or damages to persons, including but not limited to any personal injury, including death; or damages to property, including but not limited to the loss of use thereof, and economic damages claimed, caused, arising out of or in connection with the Contractor’s, including Contractor’s employee’s, agent’s, representatives, or subcontractor’s, acts, errors, omissions, default, breach, mismanagement or negligence in the performance of the terms, obligations or duties imposed by the terms of this Agreement or required by law. This provision shall survive the expiration or termination of this Agreement.

THE CONTRACTOR IS REQUIRED AND SHALL BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE TERM AND DURATION OF THE CONTACT AGREEMENT.

(Revised 04-14-23)
POLK COUNTY, IOWA

CERTIFICATE OF INSURANCE REQUIREMENTS

I. GENERAL REQUIREMENTS.

The Contractor shall provide Polk County a Certificate of Insurance evidencing all the required insurance coverage as provided herein utilizing the latest version of the ACORD form. A Certificate shall be submitted with each set of contract documents to: Polk County, Iowa, ATTENTION: Risk Management, 111 Court Avenue, Des Moines, IA 50309.

Contract documents shall not be submitted to the Board of Supervisors for approval or execution until the Certificate of Insurance has been received, reviewed and approved by staff. The Certificate(s) must specifically identify the contract Agreement and or construction project (No yearly or all – project certificates will be accepted). The Contractor shall provide Polk County a Certificate of

II. SPECIFIC INFORMATION REQUIREMENTS.

A. The following statements are requirements and should aid in the preparation of an acceptable certificate of insurance:

1. The Contracting Authority, Polk County, Iowa shall be named as an “Additional Insured,” using the following language:

   “Polk County, Iowa, its elected and appointed officials, employees, agents, their predecessors, successors and assigns.”

2. The name of the broker/producer with complete address, zip code, and telephone number.

3. The name of the Insured with complete address, zip code, and telephone number.

4. The name of the Insurer (insurance companies) affording coverage shall be named and approved by the Insurance Commission of the State of Iowa. The Company letters (4a) must be placed along the corresponding insurance coverages (4b).

5. The issue date shall be stated.

6. Policy numbers for all policies shall be included.

7. Policy effective dates for all policies shall be included.

8. Policy expiration dates must be included.

9. Description of Operations: The Project Name and Work Order Number shall be stated.

10. Polk County, Iowa must clearly and explicitly be shown as a Certificate Holder.

11. All certificates of insurance must be signed by an authorized representative.
12. Change, Cancellation, and or Nonrenewal Notification Endorsement:
The insurance policy shall be endorsed to provide Polk County with no less than thirty (30) days advance written Notice of the Change or Cancellation, forty-five (45) days advance written Notice for Nonrenewal and ten (10) days written notice of Cancellation due to non-payment of premium. Written Notifications shall be sent to Polk County, Iowa, ATTENTION: Risk Management, 111 Court Avenue, Des Moines, Iowa 50309.

III. MINIMUM COVERAGE REQUIREMENTS.
The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with Polk County Risk Management that the insurance requirements have not been changed, as limits may vary from project to project.

A. Workers’ Compensation:

1. Workers’ Compensation – Statutory
2. Employers’ Liability:
   a. $500,000 Per Accident
   b. $500,000 Disease, Policy Limit
   c. $500,000 Disease, Each Employee

B. General Liability:
The liability limits shall not be less than the following:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products and Completed Operations</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage (Any one Fire)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Medical Expenses (Any One Person)</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). As such, the policy shall include Contractual Liability, Premises, Operations and XCU coverage.

C. Excess Liability (Umbrella): $2,000,000
D. Automobile Liability: $1,000,000
   1. (Combined Single Limit - each accident)
E. Builders Risk Insurance:
   1. Shall be equal to 100 percent of replacement cost of construction. (When Applicable).
F. Performance Bond:
   1. For the faithful and timely completion of the entire project with a limit of 100 percent of the contract sum. (When Applicable).
G. Liquor Liability: $1,000,000
   1. Mandatory for contractors/vendors who serve alcohol for consumption. (When Applicable).

IV. WAIVER OF SUBROGATION.
   The Contractor hereby releases Polk County, Iowa, its elected and appointed officials, directors, employees, volunteers, agents and assigns from and against any and all liability or responsibility to Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss without regard to the fault of Polk County or the type of loss involved, including loss due to occupational injury.

V. GOVERNMENTAL IMMUNITIES ENDORSEMENTS.
   In order to preserve the governmental immunities available as defenses to contractor (or Licensor) and its officials and employees, any insurance policy shall contain the following endorsement language:

A. Non-Waiver of Governmental Immunity:
   We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of Polk County, Iowa as an additional insured shall not waive any of the defenses of governmental immunity available to Polk County its elected and appointed officials, employees, agents, their predecessors and successors and assigns, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may be amended from time to time.

B. Non-Denial of Coverage:
   We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to Polk County, Iowa shown in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Polk County, Iowa.

(Revised 04-14-23)
CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: AUGUST 22, 2023
TO: MAYOR & CITY COUNCIL
FROM: J. BENJAMIN CHAMP, ICMA-CM, AICP, CEd, EDFP, ASLA
CITY MANAGER
SUBJECT: APPROVAL OF 2024 SPECIAL CENSUS

BACKGROUND
The City of Pleasant Hill has been in coordination with the U.S. Census Bureau and metro area peer communities on the possibility of performing a special census next year. Pleasant Hill has experienced significant housing growth in the period since the 2000 census including at least 632 new housing units. Utilizing a factor of 2.67 average residents per household that could be nearly 1700 persons in the community that are not currently counted. A primary concern for having accurate numbers is the ability to obtain the most appropriate financial return to Pleasant Hill taxpayers in outside funding that is based on population. Two major revenue sources for the City are population based. The State Road Use Tax fund provides annual funding on a per capita basis of around $130. The Local Option Sales and Services Tax has population included in its distribution formula and currently provides approximately $90 per person per annum. A special census comes at a significant cost. The Census Bureau has provided an estimated cost of $388,321 and the City would be responsible for office space and incidentals above that. However, the conservative estimates for a return on investment are hundreds of thousands of dollars as detailed in the attached memorandum. In a legislative environment with increasing budgetary uncertainty, it is important to review and consider all opportunities to diversify revenue to maintain municipal operations and public safety. Following is a resolution to approve the completion of a special census next calendar year.

ALTERNATIVES
Not approve the special census; however, the City would forgo more accurate revenue eligibilities for Road Use Tax and Local Option Sales and Services Tax funds.

FINANCIAL CONSIDERATIONS
An updated census figure would likely result in a return of hundreds of thousands of dollars to the City of Pleasant Hill. The cost of the census could be paid from a combination of operations funds and reserves.

RECOMMENDATION
Approve the attached resolution for the special census.
RESOLUTION #082223-13

APPROVAL TO PERFORM A SPECIAL CENSUS IN CALENDAR YEAR 2024 AND COORDINATE ACTIVITIES WITH THE U.S. CENSUS BUREAU

WHEREAS, the City of Pleasant Hill has experienced significant housing development and associated population growth in the period following the last decennial census; and

WHEREAS, the City Council wishes to perform a special census of the current population in calendar year 2024 to more accurately receive revenue distributions from the State Road Use Tax fund and the Local Option Sales and Services Tax in Polk County; and

WHEREAS, the U.S. Census Bureau has provided an estimated cost of $388,321.00 and the City would also be responsible for providing work space and other incidentals for the effort;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pleasant Hill, Iowa hereby approve and authorize the preparation for completion of a special census in coordination with the U.S. Census Bureau in calendar year 2024 and that the Mayor is hereby authorized to sign all necessary documents on behalf of the City in accordance with this resolution.

Passed and approved August 22, 2023.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner City Clerk/Finance Director
To: Ben Champ, City Manager

From: Jalatama “Jolly” Omar, Economic Development Specialist

Date: July 28, 2023

Re: Special Census Count

The Special Census process is typically used for local jurisdictions that believe there has been a significant change to their population due to factors such as growth, boundary changes, annexation, or the addition of new developments. For municipalities in Iowa, funds such as Road Use Tax and Local Options Sales and Service Tax utilize population as a metric to distribute state funds to local jurisdictions. For example, the Road Use Tax Fund distribution is on a per capita basis, meaning any change to a city’s population will impact their RUTF distribution. Local Options Sales and Service Tax weighs population as 75% of the distribution to local municipalities. A Special Census count that leads to an increase in population has benefits such as: increased Road Use Tax dollars which can help support employee staffing, and finance road, bridge, and sidewalk improvement projects. An additional benefit is increased Local Options Sales and Service Tax dollars where 85% of the fund is used for property tax relief. Local jurisdictions may also use the data to plan for new schools, transportation systems, housing programs, or water systems.

The 2020 Census count for the City of Pleasant Hill was 10,147. City staff has conducted an estimate on the amount of units added or will be added from January 1, 2021 to the earliest time that the Special Census can be conducted which is January 1, 2024 and that total is **632 units**. To estimate the amount of persons that would be added, the 2020 US Census information provides an average persons per household calculation which was **2.67** for Pleasant Hill, Iowa. By multiplying the estimated increase in units and average persons per household, the total estimated persons that may be added as part of the Special Census count is **1,687 people**.

On June 7th, 2023, the City received an estimate for a full Special Census Count in the amount of **$388,321**. This Special Census would be conducted from January 1, 2024 to December 31, 2024 at the earliest. After receiving this estimate, City staff began calculating the impact of population increases on both RUT and LOSST. To calculate this, City staff estimated the per capita distribution of Road Use Tax ($130.00 per person) and Local Options Sales and Service Tax ($90.00 per person). The findings are highlighted below:

<table>
<thead>
<tr>
<th>Potential Population Increase</th>
<th># of people</th>
<th>RUT+LOSST per person</th>
<th>Projected return year 1</th>
<th>Projected return year 2</th>
<th>Projected return year 3</th>
<th>Total Return from CY ‘25- CY ‘30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scenario #1</td>
<td>1000</td>
<td>$220.00</td>
<td>$ 220,000</td>
<td>$ 220,000</td>
<td>$ 220,000</td>
<td>$ 932,000</td>
</tr>
<tr>
<td>Scenario #2</td>
<td>800</td>
<td>$220.00</td>
<td>$ 176,000</td>
<td>$ 176,000</td>
<td>$ 176,000</td>
<td>$ 668,000</td>
</tr>
<tr>
<td>Scenario #3</td>
<td>500</td>
<td>$220.00</td>
<td>$ 110,000</td>
<td>$ 110,000</td>
<td>$ 110,000</td>
<td>$ 272,000</td>
</tr>
</tbody>
</table>

*green represents the year of expected return on the cost to conduct a full Special Census.*
If the City were to increase its population by 1,000 people, the estimated return on the cost to conduct a Special Census could be in year 2 (highlighted in green). For the scenario of adding 800 people, the estimated return on the Special Census cost could be in year 3. A more conservative estimate of an increase of 500 people could lead to a return on the cost by year 4. Furthermore, after covering the cost of the Special Census, the total estimated return for each of the scenarios are: $932,000 over a six year collection period for an increase of 1,000 residents, $668,000 for an increase of 800 residents, and $272,000 for an increase of 500 residents.

Additionally, listed below are metro cities that last conducted a full Special Census and the results:

<table>
<thead>
<tr>
<th>Special Census cities</th>
<th>Special Census Year</th>
<th>2010 Census Count</th>
<th>Special Census Count</th>
<th>Population Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Johnston, IA</td>
<td>2016</td>
<td>17,278</td>
<td>20,460</td>
<td>3,182</td>
</tr>
<tr>
<td>Bondurant, IA</td>
<td>2015</td>
<td>3,860</td>
<td>5,493</td>
<td>1,633</td>
</tr>
<tr>
<td>Grimes, IA</td>
<td>2015</td>
<td>8,246</td>
<td>11,423</td>
<td>3,177</td>
</tr>
<tr>
<td>Urbandale, IA</td>
<td>2015</td>
<td>39,463</td>
<td>42,449</td>
<td>2,986</td>
</tr>
<tr>
<td>West Des Moines, IA</td>
<td>2015</td>
<td>56,609</td>
<td>63,541</td>
<td>6,932</td>
</tr>
</tbody>
</table>

The table above illustrates the increase that these DSM metro communities had due to the Special Census count.

In summary, the City of Pleasant Hill has until September 5, 2023 to officially accept the full Special Census cost of $388,321, or request a second estimate after the 90 days have expired. To learn more about the process of conducting a Special Census, feel free to review this step by step summary on the US Census Bureau website: https://www.census.gov/programs-surveys/specialcensus/how_to_conduct.html