



**PLEASANT HILL CITY COUNCIL  
REGULAR SESSION  
AUGUST 23, 2016  
6:30 PM**

**1. CALL TO ORDER/ROLL CALL**

**2. APPROVAL OF AGENDA**

**3. PUBLIC HEARING**

- a. Rezoning A-1 Agricultural to R1-90 Single Family Residential
  - 1. First Reading of **Ordinance 807** - Rezoning A-1 Agricultural to R1-90 Single Family Residential – Property at 5838 SE 6<sup>th</sup> Avenue

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

**5. CONSENT ITEMS**

- a. Council Minutes - dated 08-09-16
- b. Claims Listing - dated 08-23-16
- c. Revenue Report - dated 07-31-16
- d. Expenditure Report - dated 07-31-16
- e. Treasurers Report - dated 07-31-16
- f. Public Works Department Report - dated July 2016
- g. Library Board Minutes – dated 06-23-16
- h. **Resolution #082316-01** – Transfer of Funds – Emergency Fund to Equipment Replacement Fund
- i. **Resolution #082316-02** – Transfer of Funds – Employee Benefits Fund to General Fund

**6. BUSINESS ITEMS**

- a. **Resolution #082316-03** – Approval of Job Description for Community Service Officer
- b. **Resolution #082316-04** – Approval of Supplemental Agreement No. 1 with Calhoun-Burns and Associates for engineering services.
- c. Request to Discharge Firearms Within the Corporate Limits

**7. CLOSING COMMENT**

**8. CLOSED SESSION #1;** Pursuant to Iowa Code Section 21.5.1(c) For City Council to discuss legal issues

**9. CLOSED SESSION #2;** Pursuant to Iowa Code Section 21.5.1(c) For City Council to discuss legal issues

**10. ADJOURNMENT**



**CITY OF PLEASANT HILL, IOWA**  
CITY COUNCIL AGENDA COMMUNICATION

**DATE:** AUGUST 23, 2016  
**TO:** MAYOR & CITY COUNCIL  
**FROM:** MADELINE STURMS, AICP, CPM  
SENIOR PLANNER  
**SUBJECT:** ORDINANCE REZONING A-1 AGRICULTURAL TO R1-90 SINGLE FAMILY RESIDENTIAL  
5838 SE 6<sup>TH</sup> AVENUE

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**BACKGROUND:**

Property owner Joseph Thomas wishes to construct a single-family home on a property he owns in an area north of SE 6<sup>th</sup> Avenue and west of SE 60<sup>th</sup> Street at 5838 SE 6<sup>th</sup> Avenue. The 2 acre property is currently undeveloped and zoned A-1 Agricultural. That designation is automatic when property is annexed into the City until another district is assigned that coincides with the Comprehensive Plan. At this time the property is being proposed for zoning assignment in accordance with the City's adopted Comprehensive Plan and Future Land Use Plan. Thomas has petitioned to rezone the property from A-1 Agricultural to R1-90 Single Family Residential.

The statement of intent for the R1-90 zoning district according to the adopted Zoning Ordinance is as follows:

*The R1-90 Zoning District is intended and designed to preserve existing single-family residential neighborhoods and to promote new single-family residential neighborhoods.*

The attached Future Land Use Plan designates the entire parcel as Low Density which correlates to the request for the R1-90 rezoning request. The Low Density Residential classification is defined by the following characteristics:

*The Low Density Residential land use category includes detached, single-unit residential structures, although these areas may include small amounts of attached single-family housing.*

The Planning and Zoning Commission has reviewed the request with a recommendation for approval. Following is the first reading of an ordinance to assign the R1-90 designation to the property.

**ALTERNATIVES:**

Not approve the first reading of the ordinance for the zoning change. However, the change would assign a zoning designation matching the City's adopted future land use plan.

**FINANCIAL CONSIDERATIONS:**

N/A

**RECOMMENDATION:**

Approve the first reading of the ordinance for the zoning change.

**ORDINANCE NO. 807**

**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 has been proposed from A-1 Agricultural to R1-90 Residential Single Family for the property legally described as follows:

LOT 2 COUNTRY SIDE ESTATES PLAT 1, IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA.

Containing 2.04 acres, more or less.

WHEREAS, a public hearing was held on Tuesday, August 23, 2016, at 6:30 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

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 A-1 Agricultural to R1-90 Residential Single Family for the property legally described as follows:

LOT 2 COUNTRY SIDE ESTATES PLAT 1, IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA.

Containing 2.04 acres, more or less.

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.

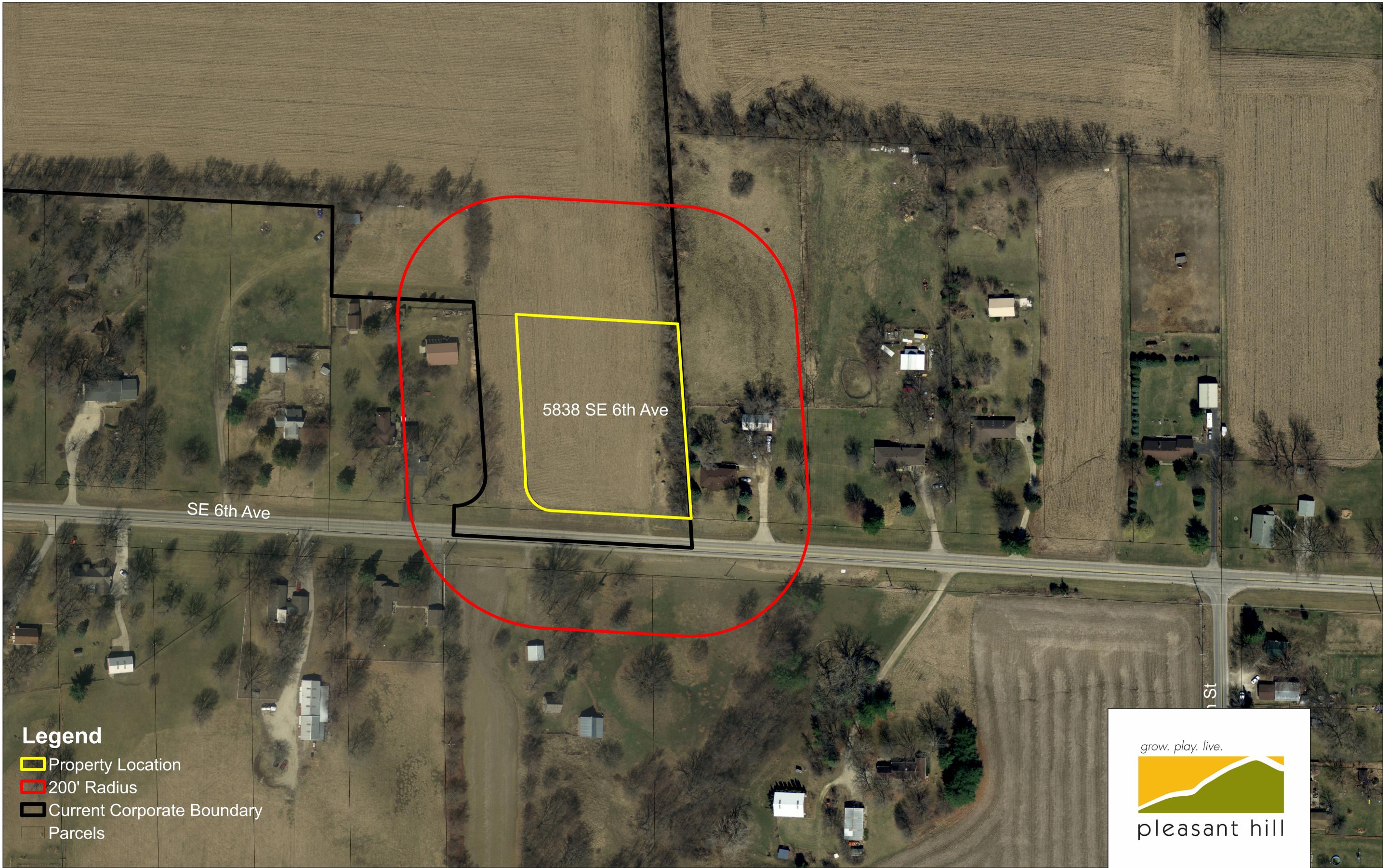
SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication, as provided by law.

PASSED AND APPROVED by the Pleasant Hill City Council on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sara Kurovski, Mayor

ATTEST:

\_\_\_\_\_  
Dena Spooner, City Clerk/Finance Director



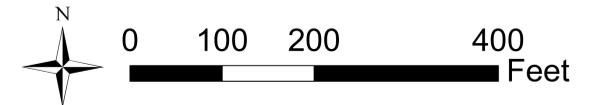
5838 SE 6th Ave

SE 6th Ave

1st St

**Legend**

-  Property Location
-  200' Radius
-  Current Corporate Boundary
-  Parcels



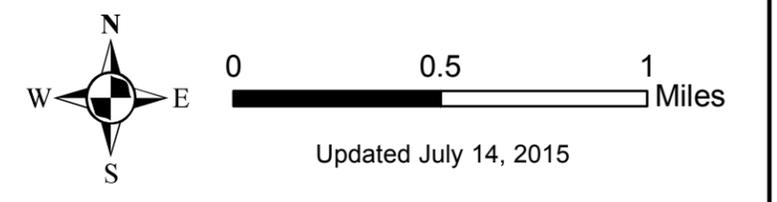


# CITY OF PLEASANT HILL, IOWA ZONING MAP

**Community Development Department**  
**5160 Maple Drive, Suite A**  
**Pleasant Hill, IA 50327**  
**Tel (515) 309-9461 Fax (515) 309-9458**  
**[www.pleasanthilliowa.org](http://www.pleasanthilliowa.org)**

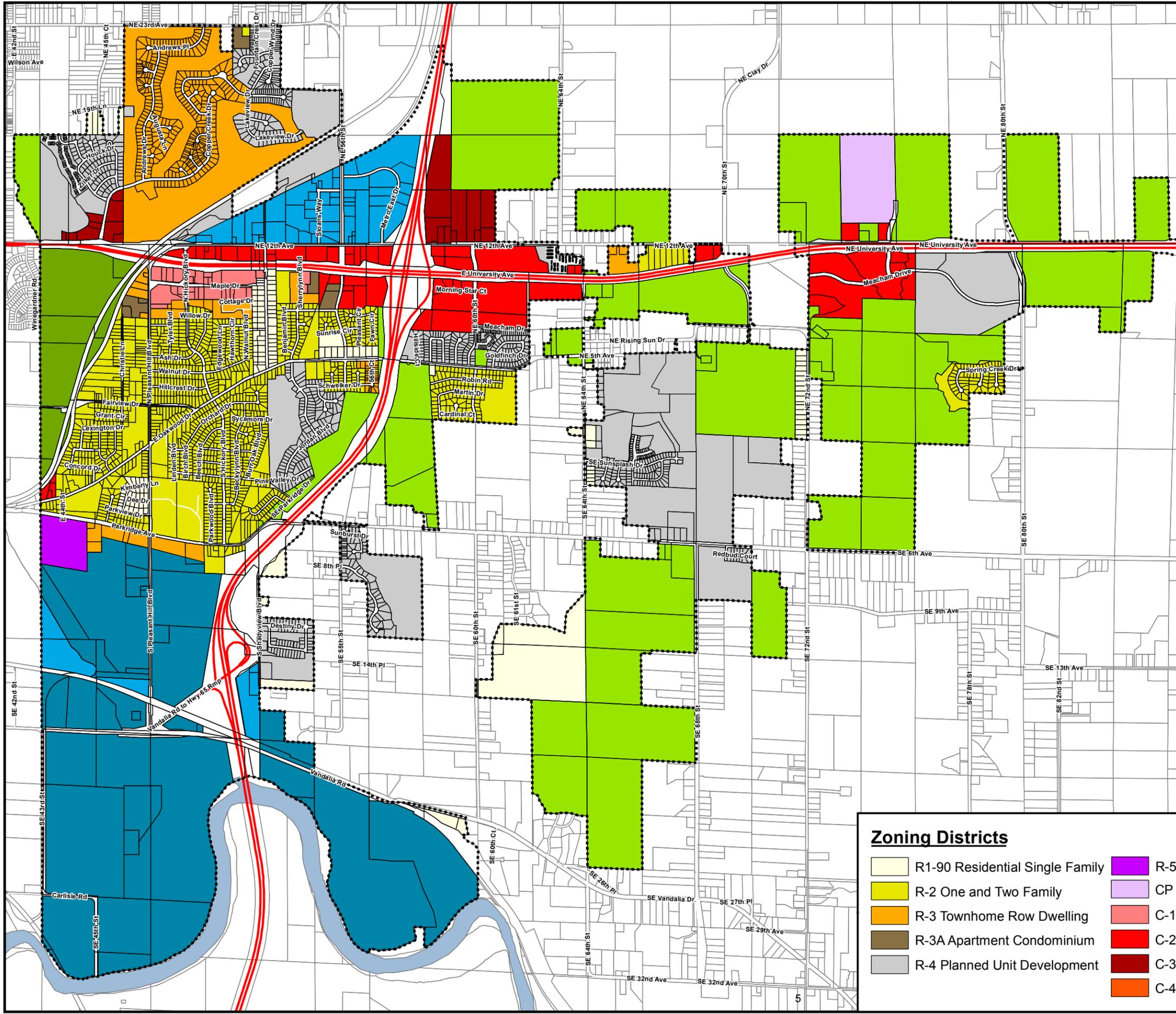
DISCLAIMER: This Zoning Map is provided for informational purposes "as is" without warranties of any kind either express or implied or any representation of accuracy, timeliness or completeness. This map is dynamic and is subject to change. To obtain an official zoning determination or to see the Official Zoning Map of Pleasant Hill, contact the Community Development Department. For questions regarding parcel ownership and legal descriptions, please contact the Polk County Auditor.

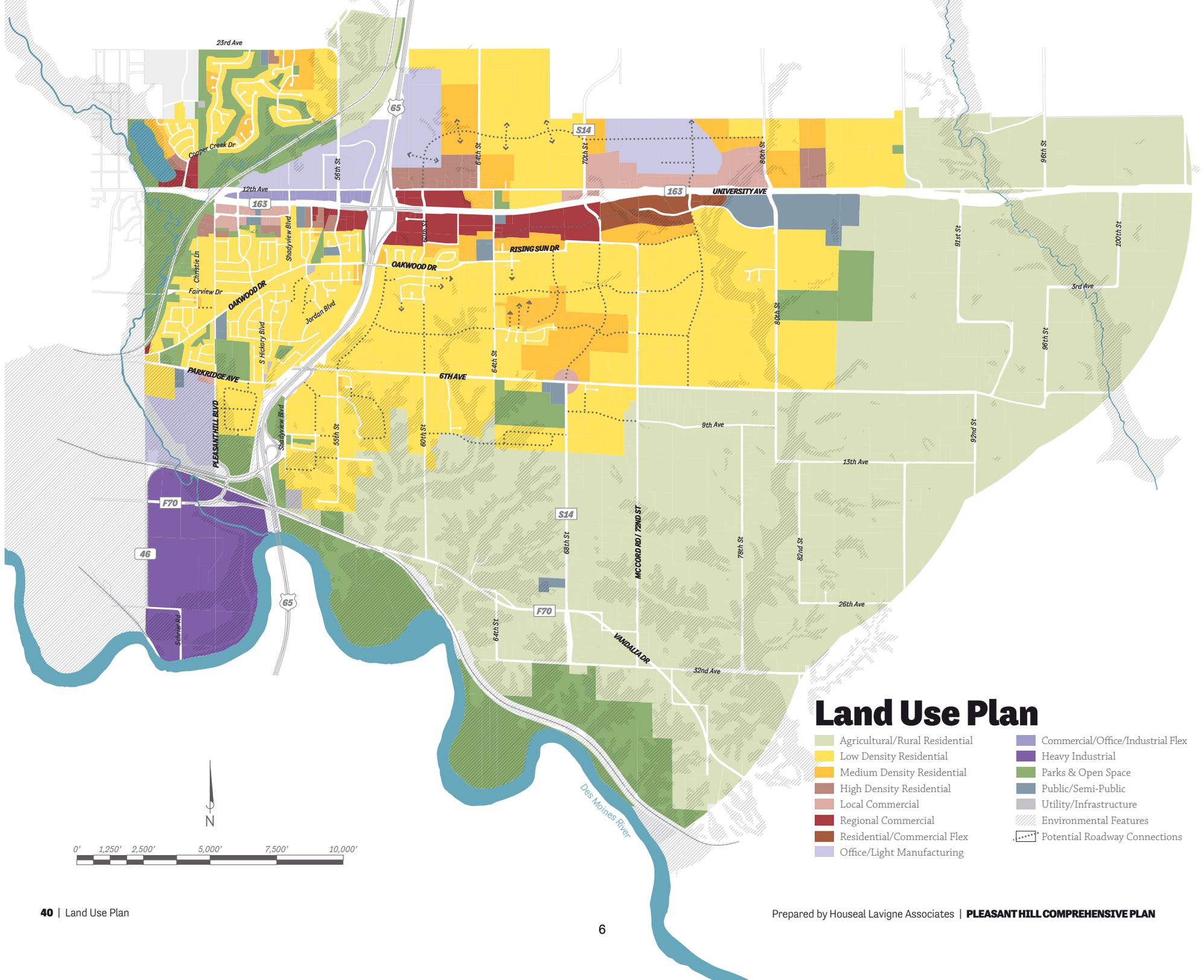
The City of Pleasant Hill does not guarantee the content of the information contained on its web pages. The City of Pleasant Hill assumes no liability for any damages or loss of any kind that might arise from the use of or inability to use the City's website and/or materials contained on it. The City also retains the right to change any content on its website without notice.



### Zoning Districts

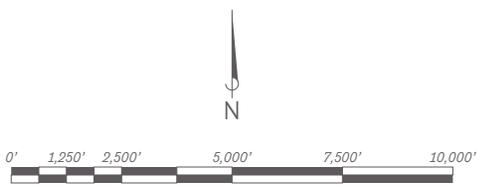
- |                                 |  |                        |
|---------------------------------|--|------------------------|
| R1-90 Residential Single Family | R-5 Mobile Home Park                     | I-1 Limited Industrial |
| R-2 One and Two Family          | CP Commerce Park                         | I-2 Light Industrial   |
| R-3 Townhome Row Dwelling       | C-1 Local Commercial                     | I-3 Heavy Industrial   |
| R-3A Apartment Condominium      | C-2 General Commercial / Highway Service | A-1 Agricultural       |
| R-4 Planned Unit Development    | C-3 Planned Commercial                   | U-1 Floodplain         |
|                                 | C-4 Planned Office Park                  |                        |





## Land Use Plan

- Agricultural/Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Local Commercial
- Regional Commercial
- Residential/Commercial Flex
- Office/Light Manufacturing
- Commercial/Office/Industrial Flex
- Heavy Industrial
- Parks & Open Space
- Public/Semi-Public
- Utility/Infrastructure
- Environmental Features
- Potential Roadway Connections



**PLEASANT HILL CITY COUNCIL  
REGULAR SESSION  
AUGUST 9, 2016  
6:30 PM**

**1. CALL TO ORDER/ROLL CALL**

Mayor Kurovski called the Pleasant Hill City Council meeting to order on August 9, 2016 at 6:30 p.m. in the City Council Chambers. PRESENT: Curt Gause, Dean Cooper, Barb Malone, Mark Konrad, and Mayor Sara Kurovski. ABSENT: Jeff Mullen.

**2. APPROVAL OF AGENDA**

Malone/Gause moved to approve the agenda. ROLL CALL: AYES: Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 4-0.

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

There were none.

**4. CONSENT ITEMS**

Konrad/Malone moved to approve the **CONSENT ITEMS**: Council Minutes - dated 7-26-16, Claims Listing - dated 08-09-16, Tax Abatement Report dated June 2016, Fire Department Report - dated June 2016, Police Department Monthly report – July 2016, Police Department SRO Annual report for SEP activity – FY 16, **Resolution 080916-01** – Approval of Easements from Sunrise Developing Company, **Resolution 080916-02** – Setting Public Hearing for Rezoning A-1 to R1-90 One Family Dwelling District – Lot 2 Country Side Estates Plat 1. ROLL CALL: AYES: Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 4-0.

**5. BUSINESS ITEMS**

- a. **Resolution 080916-03** – Approval of Contract for Professional Services with Confluence for Zoning Code Updates

Cooper/Gause moved to approve **Resolution 080916-03** – Approval of Contract for Professional Services with Confluence for Zoning Code Updates. Assistant City Manager Ben Champ said this is a follow up to the adopted comprehensive plan from 2015. That document provided the City with guidance for decision making and investment priorities throughout the community. One of the next important steps in the process is the review and update of the City's zoning, subdivision, and other development related ordinances. The current budget year contains funds for the first phase of zoning ordinance review and the City has developed a scope of services with Confluence, a landscape architecture and planning firm, to perform the project. Confluence has expertise in all components of planning and development including code updates and public meeting facilitation. The project would be led by Chris Shires, a Principal with Confluence and former Development Planning and Inspection Manager with the City of West Des Moines. The contract proposal is in the amount of \$49,440. ROLL CALL: AYES: Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 4-0.

- b. **Resolution 080916-04** – Supporting Home Base Iowa Initiative

Konrad/Malone moved to approve **Resolution 080916-04** – Supporting Home Base Iowa Initiative. Assistant City Manager Ben Champ said this is a follow up to the last work session. Home Base is a Governor initiative to welcome home Veterans and attract highly skilled employees to the state. Janet Wilwerding and Alex Lynch are leading the effort with community volunteers to talk to local businesses about getting involved. 10% of local employers would need to pledge support. Eight are already registered. ROLL CALL: AYES: Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 4-0.

**6. CLOSING COMMENTS**

Attorney Brad Skinner announced that he and City Manager Don Sandor attended a hearing for lawsuit #1. The Judge, along with everyone else, was a little befuddled with the Supreme Court's decision and asked what the parties were doing. A Status Conference was scheduled for later this month. A closed session was held with the Citizens group's council, but they did not provide much guidance.

Mayor Kurovski attended a MAC meeting that morning and announced that the MPO group would give a presentation on the water trails plan at a future work session. They are encouraging all cities to consider contributing to a goal of \$300,000 for the engineering components of the plan via a formula. She said Hockensmith presented on minimum wage and how they are trying to develop who/how it would be enforced. Additionally, her and Assistant City Manager Ben Champ would be attending MIALG where Debbie Durham would be speaking, and lastly she announced that Mayor Ruth Randleman of Carlisle received the Women of Influence award from the ERPD Board meeting last week.

City Manager Don Sandor announced there would be a work session next week. Mr. Sandor said they also watched a portion of the condemnation hearing proceedings on Neil Smith's property that morning. He said it went to jury that afternoon and they expected to hear a ruling soon.

Police Chief Al Pizzano said that the West Des Moines Police Chief LaDue extended his thanks and appreciation to the PHPD for their help during Officer Miller's funeral. Chief Pizzano also said they had resolved the SEP/Iowa State Fair parking issues.

**7. CLOSED SESSION:** Pursuant to Iowa Code Section 21.5.1 (j) To Discuss with Council the Purchase of Particular Real Estate

Malone/Konrad moved to move into Closed session : Pursuant to Iowa Code Section 21.5.1 (j) To Discuss with Council the Purchase of Particular Real Estate. ROLL CALL: AYES: Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 4-0.

Council returned to open session. Mayor Kurovski announced no action was taken in closed session.

**8. CLOSED SESSION:** Pursuant to Iowa Code Section 21.5.1 (j) To Discuss with Council the Purchase of Particular Real Estate

- a. City Council may take action on items discussed during the closed session.

Gause/Malone moved to move into Closed session: Pursuant to Iowa Code Section 21.5.1 (j) To Discuss with Council the Purchase of Particular Real Estate. ROLL CALL: AYES: Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 4-0.

Council returned to open session. Mayor Kurovski announced no action was taken in closed session, and asked if council would like the opportunity in open session to take action or make a resolution on any items discussed in closed session.

Malone/Cooper moved to approve **Resolution 080916-05** - A Resolution establishing Fair Market Value of properties for the Southeast Connector and Pleasant Hill Boulevard/Vandalia Road intersection projects. ROLL CALL: AYES: Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 4-0.

**9. ADJOURNMENT**

Gause/Malone moved to adjourn the meeting. ROLL CALL: AYES: Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 4-0. The meeting was adjourned at 7:18 p.m.

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Sara Kurovski, Mayor

ATTEST:

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Dena J. Spooner, City Clerk/Finance Director

=====PAYMENT DATES=====

PAID ITEMS DATES : 8/10/2016 THRU 8/23/2016

PARTIALLY ITEMS DATES: 8/10/2016 THRU 8/23/2016

UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
AFLAC INSURANCE	INSURANCE	951.46
ALLIED 100 LLC	CPR SUPPLIES	41.57
ALTOONA HERALD INDEX	LEGAL PUBLICATIONS	981.54
AMERICAN ABSTRACT & TITLE	TITLE CERTIFICATES	500.00
ARDICK EQUIPMENT CO., INC	STREET SIGNS	759.50
BAKER & TAYLOR	BOOKS	704.66
BCC REAL ESTATE APPRAISAL	CONDEMNATION HEARING	6,587.50
BEN FREEBORN	CONTRACT CUSTODIAL	2,115.00
BRIAN A. ISAACSON	REPAIR MANHOLE RING	558.69
BRICK, GENTRY, BOWERS LAW	LEGAL COUNSEL	3,352.50
CAPITAL CITY EQUIPMENT CO	BOBCAT T-190 SKID STEER REPAIR	10.61
CARPENTER UNIFORMS/PROMOT	UNIFORMS	1,716.67
CENTER POINT LARGE PRINT	BOOKS-YEARLY SUBSCRIPTION	546.48
CENTURY LINK	DSL DATA LINE-CITY HALL	68.99
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	134.54
COLLECTION SERVICES	GARNISHMENT WITHHOLDING	633.75
COMMERCIAL APPRAISERS OF I	APPRAISALS	8,700.00
CONCENTRA MEDICAL	PRE-EMPLOYMENT PHYSICAL	532.50
CONFLUENCE	PH PARK MASTER PLAN	8,464.11
CONTECH ENGINEERED SOLUTIO	CULVERT-VANDALIA MAINT SHOP	772.15
CRAIG MCCLANAHAN	COMPUTER REPAIR	1,145.49
CRYSTAL CLEAR WATER CO.	OPERATING SUPPLIES	21.00
CUSTOM AWARDS & EMBROIDERY	SERVICE PLAQUES	218.00
D.R.I.V.E.	D.R.I.V.E. DEDUCTION	6.00
DEMCO	BOOK PROCESSING SUPPLIES	1,011.49
DES MOINES REGISTER	CAREER BUILDER AD-BLDG. CLERK	460.90
DEWEY FORD	VEHICLE MAINTENANCE SUPPLIES	217.84
EASTERN POLK REGIONAL DEV	ANNUAL CONTRIBUTION-16/17	30,747.50
FAMILY SUPPORT PAYMENT CEN	GARNISHMENT WITHHOLDING	37.68
FRASER TRANSPORTATION SVC	PARAMEDIC ASSIST	600.00
G & K SERVICES	FLOOR MATS	97.67
GALLS LLC	UNIFORM/SAFETY EQUIPMENT	83.88
HALBROOK EXCAVATING	FOURMILE BANK STABIL-RLS RETNG	5,437.00
HAWKEYE TRUCK EQUIPMENT	2017 FUSION LIGHTS	1,654.00
HAWKEYE/VAN GINKEL LAWN &	LANDSCAPE WEED CONTROL	880.00
HILLYARD/DES MOINES	JANITORIAL SUPPLIES	141.36
HIREQUALITY SOLUTIONS, LLC	TEMPORARY EMPLOYEE	900.00
HY-VEE - CITY HALL ACCOUNT	RECEPTION SUPPLIES	19.73
I WORK & PLAY - PRO LINES,	UNIFORM/SAFETY EQUIPMENT	565.98
ICMA-RC	DEFERRED COMPENSATION	2,354.89
IMAGETREND INC	ANNUAL EMS SERVICE FEES	1,000.00
IMWCA	WRKS COMP EST PREMIUM 16-17	118,880.00
INTERNAL REVENUE SERVICE	FED WITHHOLDING	33,151.81
IOWA CITY/COUNTY MANAGEMEN	MEMBERSHP RENEWAL	150.00

## =====PAYMENT DATES=====

PAID ITEMS DATES : 8/10/2016 THRU 8/23/2016

PARTIALLY ITEMS DATES: 8/10/2016 THRU 8/23/2016

UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
IOWA CODIFICATION	PREPARATION SUPPL-ORD 801-806	706.00
IOWA DEPT OF REVENUE & FI	STATE WITHHOLDING	5,506.00
IOWA DEPT. PUBLIC HEALTH	MISCELLANEOUS CONTRACT	250.00
IOWA PARK & RECREATION	MEMBERSHIP RENEWAL	450.00
IOWA TITLE CO	TITLE CERTIFICATES	450.00
IPERS-REGULAR	IPERS CONTRIBUTIONS	18,686.82
JAMIE XAYAVONG	TRAVEL EXPENSES	174.33
JOHN'S TREE SERVICE, INC.	TREE PRUNING	1,050.00
KECK, INC	FUEL - JULY 16	3,955.75
KIRKHAM MICHAEL & ASSOCIAT	PROJECT DESIGN/ENGINEERING	24,104.58
KOCH BROTHERS	COPIER CONTRACT	1,830.97
LIBERTY READY MIX	STREET REPAIR CONCRETE	908.00
MEDIACOM	CABLE BOXES-SOUTH COMPLEX	13.23
MEDPRO WASTE DISPOSAL, LLC	BIO-HAZARD DISPOSAL	103.95
MENARDS-ALTOONA	MAINTENANCE SUPPLIES	249.09
METRO WASTE AUTHORITY	PREMIUM YARD CART-JULY 2016	160.00
MIDAMERICAN ENERGY CO	UTILITY SERVICE	16,891.86
MONEY MAGAZINE	MAGAZINE	40.00
MPH INDUSTRIES	EQUIPMENT	6,975.00
MUNICIPAL SUPPLY	EXTERIOR CHIMNEY SEAL	411.00
NANCY BLOMQUIST	TRAVEL/CONFERENCE	11.88
NATL RECREATION & PARK ASS	MEMBERSHIP RENEWAL	165.00
NESSA INC	SCHULTE MOWER DECK PARTS	115.45
NEW YORK LIFE INSURANCE	PAYROLL DEDUCTION	41.43
NORRIS AUTOMOTIVE	VEHICLE MAINTENANCE SUPPLIES	1,385.37
NORTHLAND	ENGINE OIL/COOLANT	696.25
O'REILLY AUTO PARTS	VEHICLE & EQUIPMENT PARTS-RETU	271.78
OCLC, INC.	DATABASE ACCESS	36.30
ODE DESIGN	BOOK	44.00
ORIENTAL TRADING CO, INC	PROGRAM SUPPLIES	42.39
PETERS LAWN & LANDSCAPING	MOWING	8,809.45
PITNEY BOWES	QTRLY RENTAL 5/30-8/29/16	304.14
POLK COUNTY SHERIFF-CIVIL	GARNISHMENT WITHHOLDING	98.40
QUILL	OFFICE SUPPLIES	368.57
RAY O'HERRON CO., INC.	MISCELLANEOUS EQUIPMENT	515.77
RECORDED BOOKS	BOOKS ON CD	31.50
RED WING SHOE STORE	SAFETY WORK BOOTS	247.49
RELIANCE STANDARD	DENTAL PREMIUM PAYROLL DEDUCT	2,821.86
RELIASTAR LIFE INSURANCE C	DEFERRED COMP - ING	3,074.67
SCHNEIDER GRAPHICS	2017 FUSION EMBLEMS	163.77
SIMPLEXGRINNELL, LP	FIRE ALARM TESTING/INSPECTION	822.79
SKINNER LAW OFFICE, P C	LEGAL COUNSEL-JULY 2016	5,534.03
SMITH AUTOMOTIVE	VEHICLE MAINTENANCE SUPPLIES	59.95
SNYDER & ASSOCIATES	GENERAL ENGINEERING	3,938.70

=====PAYMENT DATES=====

PAID ITEMS DATES : 8/10/2016 THRU 8/23/2016

PARTIALLY ITEMS DATES: 8/10/2016 THRU 8/23/2016

UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
STAPLES CREDIT PLAN	OFFICE SUPPLIES	137.99
STEVE JOHNS	TRAVEL/CONFERENCE	204.23
STOREY KENWORTHY	RECEIPT BOOKS	858.00
STROH CORPORATION	HVAC CONTRACT MAINTENANCE	1,260.22
TASC	FLEXIBLE DEP BENE PLAN	10,229.71
TEAMSTERS LOCAL UNION #238	UNION DUES DEDUCTION	550.48
THE EQUITABLE	DEFERRED COMP - THE EQUITABLE	696.20
THE HARTFORD	DEFERRED COMP - THE HARTFORD	636.09
THE LIBRARY STORE, INC.	WIRELESS SCANNER	629.67
THE WALDINGER CORP	REPAIR LIGHT AND POLE-UNIV	6,324.26
TREASURER, CITY OF DES MOI	WRA PAYMENT	39,330.50
TREASURER-STATE OF IA	JULY 2016 SALES TAX-DMWW	1,625.00
TRITECH SOFTWARE SYSTEMS	EMS BILLING	1,000.00
TYLER SCHMELING	ENGINEER CLASS	77.00
UNITED WAY OF CENTRAL IA	UNITED WAY CONTRIBUTION	38.00
UNUM LIFE INSURANCE COMPAN	LTD PAYROLL DEDUCTION TAXED	1,674.97
VERIZON WIRELESS	MISCELLANEOUS CONTRACT	672.19
VISA CARD SERVICES	BEST TRIP EXPENSES	921.00
WELLMARK BLUE CROSS BLUE S	ANNUAL THIRD PARTY EOB CHARGE	19,447.02
WINDSTREAM	PHONE SERVICE-CITY COMPLEXES	1,688.83
XTREME TREE	TREE REMOVAL-SCOTT STREET TRAIL	3,540.00
ZIEGLER INC	ANNUAL SVC CONTRACT-GENERATOR	7,842.40
** TOTAL **	-City of Pleasant Hill	449,815.72

=====PAYMENT DATES=====

PAID ITEMS DATES : 8/10/2016 THRU 8/23/2016

PARTIALLY ITEMS DATES: 8/10/2016 THRU 8/23/2016

UNPAID ITEMS DATES :

FUND TOTALS

001	GENERAL	311,039.71
110	ROAD USE	23,624.31
301	CAPITAL PROJECTS	14,910.10
304	TIF CAPITAL PROJECTS	40,900.77
610	SEWER	55,991.91
670	SOLID WASTE	226.00
699	EQUIPMENT REPLACEMENT	1,817.77
740	STORM WATER	1,305.15

GRAND TOTAL		449,815.72
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CITY OF PLEASANT HILL  
 REVENUE PUBLICATION REPORT  
 AS OF: JULY 31ST, 2016

MONTHLY  
 REVENUE

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GENERAL	71,032.41
ROAD USE	81,758.40
EMPLOYEE BENEFIT FUND	4,284.52
EMERGENCY FUND	542.99
INDUSTRIAL TIF DISTRICT	8,114.41
EAST URBAN RENEWAL TIF	28,516.59
LMI FUND	5.60
SPECIAL ASSESSMENT	0.07
URBAN RENEWAL CCRK TIF	1,477.42
FEDERAL PROCEEDS	5.36
AVENUE OF FLAGS T & A	0.24
P&R COMPLEX TRUST & AGNCY	2.94
LIBRARY TRUST & AGENCY	3.60
MEMORIAL TRUST & AGENCY	0.13
DEBT SERVICE	3,517.33
CAPITAL PROJECTS	354.83
WATER PARK PROJECT	0.00
TIF CAPITAL PROJECTS	544.94
PERPETUAL TRUST & AGENCY	207.25
WATER	157.20
SEWER	102,452.28
SEWER CONSTRUCTION FUND	0.00
SOLID WASTE	30,124.85
EQUIPMENT REPLACEMENT	22,987.30
STORM WATER	<u>17,327.23</u>

GRAND TOTAL REVENUES

373,417.89

CITY OF PLEASANT HILL  
 EXPENDITURES BY PROGRAM, AREA & DEPARTMENT  
 AS OF: JULY 31ST, 2016

% OF YEAR COMPLETED - 08.33

EXPENDITURES	CURRENT BUDGET	MONTHLY ACTUAL	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>PUBLIC SAFETY</b>					
=====					
POLICE DEPARTMENT	2,329,485	188,408.46	188,408.46	2,141,076.54	8.09
EMERGENCY FUND	0	0.00	0.00	0.00	0.00
EMERGENCY MANAGEMENT	13,350	119.76	119.76	13,230.24	0.90
FIRE DEPARTMENT	841,368	73,134.00	73,134.00	768,234.00	8.69
EMS/AMBULANCE	75,950	2,388.40	2,388.40	73,561.60	3.14
ANIMAL CONTROL	<u>3,000</u>	<u>0.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
<b>TOTAL PUBLIC SAFETY</b>	<b>3,263,153</b>	<b>264,050.62</b>	<b>264,050.62</b>	<b>2,999,102.38</b>	<b>8.09</b>
<b>PUBLIC WORKS</b>					
=====					
ROADS,BRIDGES & SIDEWALK	987,528	164,732.52	164,732.52	822,795.48	16.68
STREET LIGHTING	138,000	10,341.85	10,341.85	127,658.15	7.49
TRAFFIC CONTROL	50,000	3,922.81	3,922.81	46,077.19	7.85
SNOW REMOVAL	65,000	500.00	500.00	64,500.00	0.77
STREET CLEANING	0	0.00	0.00	0.00	0.00
STORM SEWERS	0	0.00	0.00	0.00	0.00
ADMINISTRATIVE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>TOTAL PUBLIC WORKS</b>	<b>1,240,528</b>	<b>179,497.18</b>	<b>179,497.18</b>	<b>1,061,030.82</b>	<b>14.47</b>
<b>HEALTH/SOCIAL SERVICES</b>					
=====					
MOSQUITO CONTROL	<u>11,600</u>	<u>7,023.44</u>	<u>7,023.44</u>	<u>4,576.56</u>	<u>60.55</u>
<b>TOTAL HEALTH/SOCIAL SERVICES</b>	<b>11,600</b>	<b>7,023.44</b>	<b>7,023.44</b>	<b>4,576.56</b>	<b>60.55</b>
<b>CULTURE/RECREATION</b>					
=====					
LIBRARY	614,064	36,961.49	36,961.49	577,102.51	6.02
PARKS	281,780	23,827.66	23,827.66	257,952.34	8.46
RECREATION	183,866	6,714.49	6,714.49	177,151.51	3.65
CEMETERY	<u>30,450</u>	<u>37.18</u>	<u>37.18</u>	<u>30,412.82</u>	<u>0.12</u>
<b>TOTAL CULTURE/RECREATION</b>	<b>1,110,160</b>	<b>67,540.82</b>	<b>67,540.82</b>	<b>1,042,619.18</b>	<b>6.08</b>
<b>COMMUNITY ECONOMIC DEVELOPMENT</b>					
=====					
LMI	26,000	0.00	0.00	26,000.00	0.00
TIF	29,145	0.00	0.00	29,145.00	0.00
PLANNING & ZONING	<u>545,091</u>	<u>39,075.67</u>	<u>39,075.67</u>	<u>506,015.33</u>	<u>7.17</u>
<b>TOTAL COMMUNITY ECONOMIC DEVELOPMENT</b>	<b>600,236</b>	<b>39,075.67</b>	<b>39,075.67</b>	<b>561,160.33</b>	<b>6.51</b>

CITY OF PLEASANT HILL  
 EXPENDITURES BY PROGRAM, AREA & DEPARTMENT  
 AS OF: JULY 31ST, 2016

% OF YEAR COMPLETED - 08.33

EXPENDITURES	CURRENT BUDGET	MONTHLY ACTUAL	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<b>GENERAL GOVERNMENT</b>					
=====					
MAYOR	10,510	457.15	457.15	10,052.85	4.35
COUNCIL	98,050	1,439.53	1,439.53	96,610.47	1.47
CLERK, TREASURER, ADMIN.	390,963	26,500.28	26,500.28	364,462.72	6.78
ELECTIONS	0	0.00	0.00	0.00	0.00
LEGAL SERVICES/CITY ATTY	145,000	6,406.56	6,406.56	138,593.44	4.42
CITY HALL & BUILDINGS	272,138	14,045.13	14,045.13	258,092.87	5.16
UTILITY FRANCHISE	90,000	13,425.65	13,425.65	76,574.35	14.92
IT	125,500	19,768.76	19,768.76	105,731.24	15.75
<b>TOTAL GENERAL GOVERNMENT</b>	<b>1,132,161</b>	<b>82,043.06</b>	<b>82,043.06</b>	<b>1,050,117.94</b>	<b>7.25</b>
<b>DEBT SERVICE</b>					
=====					
DEBT SERVICE	0	0.00	0.00	0.00	0.00
2004 URB RENEW	0	0.00	0.00	0.00	0.00
2003 URB RENEW	0	0.00	0.00	0.00	0.00
2006 URB REN/CORP PURP	0	0.00	0.00	0.00	0.00
2007 URB REN/CORP PURP	0	0.00	0.00	0.00	0.00
2010 URB REN/CORP PURP	0	0.00	0.00	0.00	0.00
2009 CORP PURP/REFUNDING	196,770	0.00	0.00	196,770.00	0.00
2009 SEWER IMPROVEMENT	66,785	0.00	0.00	66,785.00	0.00
BOX CULVERT REPLACE-EVAN	22,376	22,376.23	22,376.23	0.02	100.00
2011 URB REN/CORP PURP	0	0.00	0.00	0.00	0.00
2012 ESSEN/CORP/GEN PURP	316,190	0.00	0.00	316,190.00	0.00
2012 URB REN	0	0.00	0.00	0.00	0.00
2015 BOND	144,325	0.00	0.00	144,325.00	0.00
<b>TOTAL DEBT SERVICE</b>	<b>746,446</b>	<b>22,376.23</b>	<b>22,376.23</b>	<b>724,070.02</b>	<b>3.00</b>
<b>CAPITAL PROJECTS</b>					
=====					
CAPITAL PROJECTS	17,539,000	216,052.53	216,052.53	17,322,947.47	1.23
<b>TOTAL CAPITAL PROJECTS</b>	<b>17,539,000</b>	<b>216,052.53</b>	<b>216,052.53</b>	<b>17,322,947.47</b>	<b>1.23</b>
<b>BUSINESS TYPE ACTIVITIES</b>					
=====					
WATER ADMINISTRATION	350,000	0.00	0.00	350,000.00	0.00
SEWER DEPARTMENT	1,408,106	240,471.97	240,471.97	1,167,634.03	17.08
SOLID WASTE DEPARTMENT	424,750	34,549.44	34,549.44	390,200.56	8.13
EQUIPMENT REPLACEMENT	300,500	34,163.00	34,163.00	266,337.00	11.37
STORM WATER	188,500	5,923.79	5,923.79	182,576.21	3.14
<b>TOTAL BUSINESS TYPE ACTIVITIES</b>	<b>2,671,856</b>	<b>315,108.20</b>	<b>315,108.20</b>	<b>2,356,747.80</b>	<b>11.79</b>

CITY OF PLEASANT HILL  
 EXPENDITURES BY PROGRAM, AREA & DEPARTMENT  
 AS OF: JULY 31ST, 2016

% OF YEAR COMPLETED - 08.33

EXPENDITURES	CURRENT BUDGET	MONTHLY ACTUAL	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-PROGRAM =====					
NON-DEPARTMENTAL	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL NON-PROGRAM	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>28,315,140</u>	<u>1,192,767.75</u>	<u>1,192,767.75</u>	<u>27,122,372.50</u>	<u>4.21</u>
	=====	=====	=====	=====	=====

TREASURER'S REPORT  
CITY OF PLEASANT HILL  
7/31/2016

FUND	BALANCE MONTH BEGINNING	REVENUE	EXPENSES	BALANCE MONTH ENDING
001-1110 Cash	3,228,048.92	70,969.38	473,909.96	2,825,108.34
001-1112 Money Market	5,031.90	0.20		5,032.10
001-1114 Cash - DMCU	34.57			34.57
001-1120 Petty Cash	1,450.00			1,450.00
001-1150 Investments	61,921.78			61,921.78
110-1110 Road Use	774,517.60	81,758.40	165,231.06	691,044.94
112-1110 Cash-Employee Benefits	3,557.65	4,284.52	3,557.65	4,284.52
119-1110 Emergency Fund	450.79	542.99	450.79	542.99
125-1110 Industrial TIF District	20,591.99	8,114.41		28,706.40
126-1110 East Urban Renewal TIF	19,506.79	28,516.59		48,023.38
127-1110 LMI Fund	53,256.44	5.60		53,262.04
130-1110 Special Assessment	640.99	0.07		641.06
145-1110 Urban Renewal CCRK TIF	43,354.13	1,477.42		44,831.55
177-1110 Drug Forfeitures	52,609.31	5.36		52,614.67
180-1110 Avenue of Flags	2,282.80	0.24		2,283.04
182-1110 Park/Rec	2,897.11	2.94		2,900.05
182-1150 Park/Rec Investments	25,267.78			25,267.78
183-1110 Library	26,770.81	3.60		26,774.41
183-1150 Library Investments	7,488.32			7,488.32
184-1110 Memorial	1,280.86	0.13		1,280.99
200-1110 Debt Service	2,841.17	3,517.33	22,376.23	(16,017.73)
301-1110 CIP Projects Fund	2,061,225.84	354.83	105,689.70	1,955,890.97
301-1150 CIP Projects Investments	1,017,207.41			1,017,207.41
304-1110 TIF CIP Projects Fund	3,076,036.00	544.94	110,362.83	2,966,218.11
500-1110 Cemetery	30,767.31	207.25		30,974.56
500-1150 Cemetery Investments	39,821.37			39,821.37
600-1110 Water	2,280,335.82	157.20	2.50	2,280,490.52
600-1150 Investments	109,567.58			109,567.58
600-1170 Meter Deposits	23,802.33	2.50		23,804.83
610-1110 Sewer	1,989,614.76	101,325.99	239,339.84	1,851,600.91
670-1110 Garbage/Recycling	95,753.55	27,872.28	32,296.87	91,328.96
699-1110 Equipment Replacement	336,638.35	22,987.30	34,163.00	325,462.65
740-1110 Storm Water	115,245.06	16,200.94	4,797.50	126,648.50
<b>TOTAL</b>	<b>15,509,817.09</b>	<b>368,852.41</b>	<b>1,192,177.93</b>	<b>14,686,491.57</b>

\_\_\_\_\_  
City Clerk/Finance Director

\_\_\_\_\_  
City Manager



# Pleasant Hill Public Works Department

5440 Vandalia Rd.

Pleasant Hill, Iowa 50327

Ph: (515) 265-1444 • Fax: (515) 265-9984

## MONTHLY COUNCIL REPORT JULY 2016

### Spring Operational Statistics for July 2016

Street panels replaced	0
Storm sewer inlets rebuilt	0
Concrete Poured	0 cubic yards
Number of rain events (.25" & above)	6
Rain total*	6.98 inches
Mosquito spraying events	4
Quantity of mosquito spray used	39 gallons

\*Figure based on National Weather Service data

### Year-round Operation Statistics for July 2016

Sewer locates performed	193
Domestic animals collected and held	8
Lift station service checks	6
Street sweeping debris removal	0 tons
R.O.W & Sewer Easement Mowing	9.57 miles
Sanitary sewer backups	0

### Monthly Highlights:

- Adjust sanitary sewer manholes by the Vandalia Rd HWY 65 off-ramp
- Repair restroom and tile sections of floor in the North Complex
- Installed landscape timbers and finished grading around gate at Vandalia Rd shop
- Storm sewer inlet cleaning
- Installed new culvert at entrance to Vandalia Rd. shop

Russ Paul  
Pleasant Hill Public Works

Pleasant Hill Library Board of Trustees  
June 23, 2016 5:00 p.m.

**ROLL CALL:** Chair Dan Herrin called the meeting to order at 5:00 p.m. Trustees Present: Janette Diamond, Michael Diver, Jill Duden, Dan Herrin, and Anne Timmerman. Absent: None. Also present: City Council Liaison Barb Malone, City Manager Don Sandor and Library Director John Lerdal.

**39-2016: APPROVAL OF THE AGENDA:** DUDEN/DIAMOND moved to approve the agenda. All ayes.

**40-2016: APPROVE MINUTES:** TIMMERMAN/DUDEN moved to approve the minutes of the May 26, 2016 regular meeting as presented. Trustee Timmerman asked if the check list for training is available. Director Lerdal reported that he will have this at the July meeting. All ayes.

**41-2016: PUBLIC INPUT:** None

**42-201: CONSENT AGENDA:** DIAMOND/DIVER moved to approve the bills from May 26, 2016 to June 23, 2016 in the amount of \$25,446.45 and meeting dates of July 28, 2016 and August 25, 2016. Eight new computers were purchased, four for patrons and four are replacements for staff. All ayes.

**NEW BUSINESS:**

**43-2016:** Staff Survey Form – A sample survey was discussed. The survey will be used as part of the Director’s evaluation. Chair Herrin stated that the survey, along with a copy of the Director’s job description will be e-mailed to all Library staff. Following discussion, it was decided that the surveys will be returned to Chair Herrin for completion. DUDEN/DIAMOND moved to accept the staff survey as presented to be used in conjunction with the Library Director’s performance review. All ayes.

**44-2016:** Director’s Evaluation Form – The evaluation form was distributed to trustees. An electronic version will also be sent to each trustee. Please complete and return to Dan Herrin within the next two weeks. The information will be compiled and reported at the next meeting. For continuity purposes, Michael Diver will also be involved in the process.

**45-2016:** Closing Schedule FY 15/16 – The proposed closing schedule for the coming fiscal year was distributed. Christmas and New Year’s Day 2017 are both on Sunday so Library will be closed on Monday, which will be the city holiday. At Christmas the city has two days off so will plan to be closed on Saturday, Sunday and Monday for the holiday; closing Sunday and Monday for the New Year holiday. July 4 next year is on Monday so it is recommended that the Library also be closed on July 3, Sunday. It is usually not busy the day before a holiday, particularly in the summer. TIMMERMAN/DIAMOND moved to approve the proposed closing schedule for FY 16/17. All ayes.

**OLD BUSINESS:**

A. Trustee Manual – A review of Chapters 1 through 3 was done. Chapter 1 focuses on five things every trustee should know; Chapter 2 outlines the primary roles of Library Boards; and Chapter 3 discusses the code of ethics for trustees. It is recommended that all trustees review the manual and the manual will be given to new trustees as they are appointed. Director Lerdal discussed that although the City Council approves the budget for the Library, the Board of Trustees is not an advisory board like other commissions in the city. The Library Board has authority for spending. Another area that is important for trustees is censorship. The Library subscribes to the ALA policy on censorship.

B. Staffing Assessment – Director Lerdal gave his recommendations for staffing for FY 17/18. The budget process for this period will begin this September and would like to have trustees' recommendations/requests for staffing before that period of time. In previous meetings it has been discussed about combining two part-time positions into one full-time position; asking for prorated benefits for part-time employees, i.e.: insurance, leave; adding a full-time position as an Assistant Library Director. The concern of combining two part-time positions is the lack of flexibility and the number of hours that would be lost by not having the part-time positions. A full-time position at a salary of \$50,000 per year would cost approximately \$75,000 with the addition of benefits, etc. Chair Herrin asked Liaison Malone and City Manager Sandor on what is requested by administration/council to add additional positions to a department. The main focus will be on what benefits to the department would be with the addition of another employee and what improvements would be seen by the department and what additional resources would be required. It is recommended that the Chair or another member of the Board be available to speak with the City Council on the Board's recommendation. Director Lerdal will bring to the board additional information on costs of adding a full-time employee.

C. Library Budget 15/16 – A copy of the expenditures as of June 13, 2016 was distributed. There is approximately \$31,000.00 remaining for the fiscal year. The majority is from the part-time line item and the insurance line item. Trustee Diver recommended reviewing line items for next year to adjust purchases earlier in the year. New shelving has been added, but there are space limits for adding new books to the collection.

**LIBRARY DIRECTOR'S REPORT:**

A copy of the article in the Altoona Herald regarding libraries in Eastern Polk County as well as an editorial about the importance of reading was distributed.

The summer reading program is going well, 400 have signed up to date. The programs that have been held so far have had over 100 participants.

The employee checklist will be distributed at the next meeting.

The Mango program should up and running soon.

I-pads are now available for use by patrons in the Library. The proposed policy for this will be brought to the next meeting for review/approval. Chair Herrin suggested pre-loading the devices with Zinio and other programs that are available. Patrons are required to present an ID and be over 14 years old to check out the devices. If a parent wishes a younger child to check out the device they must present an ID and remain with the child.

Computer classes have started in the Library.

The LIONS Club is working on a project to construct a veteran's memorial in the city. It is planned that it will be placed near the welcome sign/trail on East University. This will be presented to the Park and Recreation Commission and City Council by Director Lerdal as a representative of the LIONS Club.

1,000 Books Before Kindergarten is continuing. No one has reached the 1,000 books yet but it is expected there is someone that is getting closer.

**AGENDA ITEMS FOR NEXT MEETING:**

- a. Employee Checklist
- b. Oath of Office/Election of Officers
- c. Ipad policy
- d. Director's Evaluation
- e. Job Description

**TRUSTEE'S COMMENTS:**

- a. Jan Diamond – We will miss Dan and thank you for your leadership.
- b. Michael Diver – Thank you to Dan for a terrific job as Chair of the board.
- c. Jill Duden – Thank you to Dan for his service.
- d. Dan Herrin – Thank you to everyone for their kind words and for their service as a trustee.
- e. Anne Timmerman – Thank you to Dan, you have done a great job.

**ADJOURNMENT:**

DIAMOND/DIVER moved to adjourn. All ayes. Meeting adjourned at 6:00 p.m.

Cindy Konrad  
Recording Secretary

**RESOLUTION #082316-01**

**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 \$542.99

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

ADOPTED this 23rd day of August, 2016.

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Sara Kurovski, Mayor

ATTEST:

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Dena Spooner, City Clerk/Finance Director

**RESOLUTION #082316-02**

**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 \$4,284.52

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

ADOPTED this 23rd day of August, 2016.

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Sara Kurovski, Mayor

ATTEST:

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Dena Spooner, City Clerk/Finance Director



**CITY OF PLEASANT HILL, IOWA**  
CITY COUNCIL AGENDA COMMUNICATION

**DATE:** August 23, 2016  
**TO:** MAYOR & CITY COUNCIL  
**FROM:** Alfonso Pizzano  
Chief of Police  
**SUBJECT:** JOB DESCRIPTION  
COMMUNITY SERVICE OFFICER

---

**BACKGROUND:**

The Police Department has prepared the attached job description for the position of Community Service Officer. As the written job description has not been updated for the role for several years, staff has taken the opportunity to review and update the document prior to posting the position for recruitment. The title of the position has been changed to reflect the new responsibilities the position will hold. The position did not previously have a list of responsibilities. This is an opportunity to find an applicant with the skill set needed to perform the tasks of the position. Outdated items have been removed and updated technological references have been inserted along with appropriate duty descriptions.

**ALTERNATIVES:**

Not approve the resolution. However, the job description provides updated guidance to better reflect the current situation and needs for the position.

**FINANCIAL CONSIDERATIONS:**

N/A

**RECOMMENDATION:**

Consider approval of the attached resolution approving the job description for the position of Community Service Officer.

**RESOLUTION #082316-03**

**A RESOLUTION APPROVING A JOB DESCRIPTION FOR COMMUNITY SERVICE OFFICER**

**WHEREAS**, the City Council wishes to adopt a job description for the position of Community Service Officer; and

**WHEREAS**, the attached job description has been developed and reviewed as an updated replacement for the existing Police Property Clerk position;

**THEREFORE, BE IT RESOLVED**, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached job description for the position of Community Service Officer.

**ADOPTED** this 23rd day of August, 2016

\_\_\_\_\_  
Sara Kurovski, Mayor

ATTEST:

\_\_\_\_\_  
Dena Spooner, City Clerk/Finance Director

**POSITION:** Community Service Officer  
**REPORTS TO:** Police Captain or Designee  
**FLSA CLASSIFICATION:** Non-Exempt  
**DEPARTMENT:** Police Department  
**FACILITY AND WORK AREA:** City of Pleasant Hill Police Department

### **JOB SUMMARY**

Under general supervision, performs a variety of routine non-sworn support of law enforcement functions and services to the public and police department including but not limited to, acting as evidence and property custodian, data entry and crime scene evidence collection and processing.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

*The following duties are typical for this level of position. They are not to be construed as exclusive or all inclusive. Other job related duties generally associated with this specific position may be assigned and required.*

1. Maintain evidence storage areas, collects, preserves, analyzes, process, labels, stores , catalogs and disposes of evidence.
2. Testifies in court, participates in searches, evaluates court dispositions involving evidence, and ensures current practices are being utilized.
3. Attends meetings, conferences, and workshop and training sessions, reviews publications to remain current on new developments in assigned areas of responsibility.
4. Conducts internal presentations demonstrating up to date technical and evidentiary practices to better inform the employees about crime scenes, collection of evidence and the value of preservation.
5. Processes evidence for the presence of fingerprints, blood and other biological substances, performs drug analysis and identification.
6. Works directly with the DCI crime lab as a liaison, to expedite evidence processing , transporting, evaluating and interpreting results
7. Assist with crime scene and works with Detectives as directed.
8. Prepares and distributes reports and materials in response to requests.
9. Assist in request from the public regarding general inquiries.

*The following outline details the duties inherent to a Community Services Officer. This list should include but is not limited to the following:*

- Property room management
- Crime scene and Evidence processing
  - DNA collection
  - Latent print development
  - Photographic documentation
  - Preparation of courtroom evidence and testimony
- Coordination of the fulfillment relating to internal and external evidence requests
- Assigned data entry
- Intelligence dissemination to outside entities
- Point of Contact for ILEADS

- Assistance in vehicle logistics
- Assist with front desk as directed by supervisor
- Act as supply purchasing coordinator
- AED repair coordinator
- Schedule and facilitate fingerprinting both public and criminal
- Maintain business contact list
- Crime free multi-housing assistance when requested
- Public tours
- False alarm coordinator

## **PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS**

Required Physical Activities: Sitting, kneeling, reaching, fingering, talking, hearing, repetitive motions.

Physical Characteristics of the Job: Light work requiring the exertion of up to twenty-five (25) pounds of force occasionally, up to ten (10) pounds of force frequently to move objects.

Environmental Characteristics: The work is performed primarily in an office environment. The work requires sitting for extended periods of time. The work may expose the employee to unpleasant social situations, significant work pace pressure, and at times irregular work hours. On occasion, the position will perform outside activities such as running errands or performing deliveries.

## **EQUIPMENT AND MATERIALS USED**

Desktop and mobile personal computer equipment and software, general office equipment, MSDS documentation, OSHA regulations, City of Pleasant Hill Code of Ordinances, Code of Iowa, personnel policies, dictionary, light duty vehicle, calculator, 10-key adding machine, telephone, fax machine, photographic equipment, copier machine, scanner, printer, and other equipment as required.

## **EMPLOYMENT STANDARDS**

Required Knowledge, Skills, and Abilities:

### **PHYSICAL REQUIREMENTS**

- Proficient in the use of all communications and office equipment, including computers, typewriters, calculators, copy machines, and any related equipment. Capacity to carry out a wide range of physical activity involved in operating basic/precise use of fingers and hands in data entry and related tasks.

### **COGNITIVE DEMANDS**

- Job requires working with people, data, including communications and related law enforcement functions. Utilizes a broad spectrum of documents and records in processing information according to established guidelines and procedures.

### **LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION**

- Requires the capacity to (1) speak the English language with proper poise, voice control, and confidence using proper English and well modulated voice; (2) write simple and complex sentences, using proper style and punctuations; (3) read and properly interpret policies, regulations, statutes, legal documents, and related technical subject matter; (4) apply common sense principals of logical thinking to define problems, collect data, establish facts, and draw valid conclusions.

- Requires the ability to make proper decisions and responses in a variety of situations ranging from routine to those that are emotionally charged and potentially very serious. Must communicate effectively with all kinds of people in situations or circumstances that are time sensitive, life threatening, and stressful.
- Must have exceptional hearing and voice clarity.

**ENVIRONMENTAL ADAPTABILITY**

- Occupational hazards are those generally associated with the law enforcement profession ranging from situations requiring first aid due to minor injury to potential loss of life or limb.

**EDUCATION, TRAINING and EXPERIENCE:**

- Required Education:                      Graduation from High School or possession of a GED
- Preferred Education:                      College coursework in Criminal Justice or related field
- Required Training:                        Computer proficiency, particularly with Windows based applications and operating systems
- Preferred Experience:                      Experience in public relations, data entry and office management

**Required Special Qualifications:**

1.        Shall possess or be able to obtain a valid Iowa driver’s license and have a good driving record for the past three years.
2.        A nationwide criminal history background check is required prior to hire for this position.

The City of Pleasant Hill retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.



**CITY OF PLEASANT HILL, IOWA  
CITY COUNCIL AGENDA COMMUNICATION**

**DATE:** July 26, 2016  
**TO:** Mayor and Council  
**FROM:** Donald Sandor, City Manager  
**SUBJECT:** Vandalia Road Bridge Supplemental Agreement No. 1 for Engineering Services.

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**BACKGROUND:**

In October 2014 the engineering firm of Calhoun-Burns and Associates, Inc. provided an evaluation for the bridge over Four Mile Creek on Vandalia Road. The evaluation provided two options for the City, option 1 for repair and overlay for an estimated cost of \$320,000; option 2 for a new PPC Beam Bridge for an estimated cost of \$2,000,000. During budget preparation for FY 16, funds were included in the CIP for the repair and overlay. On June 9, 2015 the Council approved a contract for engineering services with Calhoun-Burns for preparation of the plans and specifications of the project, bid the project and inspection services during the construction.

With the current bidding climate it was felt that the bidding process should be delayed until this Fall with the work to begin in the Spring 2017. This now coincides with the projected timeline for the reconstruction of S. Pleasant Hill Boulevard and Vandalia Road project, which is being engineered by Kirkham-Michael engineering firm. Having two separate projects going on at the same time by two different construction contractors in the same vicinity of the City under the supervision of two different engineering firms was going to create more coordination problems and greater traffic congestion than if all the work was under the management of one engineering firm and one construction contract with one general contractor.

Staff met with representatives from Kirkham-Michael and Calhoun-Burns to work out an arrangement to have both projects engineered together and bid as one contract. Calhoun-Burns will complete their work on the plans and specifications in coordination with Kirkham-Michael and then Kirkham-Michael will include those plans and specifications in the bid documents they submit for the Vandalia Road/S.

Pleasant Hill Blvd. project.

The proposed supplemental agreement revises the agreement approved by Council in 2015 with Calhoun-Burns to reflect their reduced services.

**ALTERNATIVES:**

Not approving the Supplemental Agreement No. 1 will leave the current agreement with Calhoun-Burns in place and keep the two projects separate.

**FINANCIAL CONSIDERATIONS:**

This agreement reduces the services from Calhoun-Burns and the financial payment from the City.

**RECOMMENDATION:**

Adopt the resolution approving the Supplemental Agreement No. 1 with Calhoun-Burns.

**RESOLUTION #082315-04**

**A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 FOR ENGINEERING SERVICES FOR VANDALIA ROAD BRIDGE REHABILITATION**

**WHEREAS**, the Pleasant Hill City Council has identified the need for bridge rehabilitation for Vandalia Road; and

**WHEREAS**, the City Council did approve a contract for engineering services with Calhoun-Burns and Associates, Inc. on June 9, 2015 for the rehabilitation work; and

**WHEREAS**, the City of Pleasant Hill has entered into a contract for engineering services with Kirkham-Michael Engineering firm for engineering services for the reconstruction of South Pleasant Hill Boulevard and Vandalia Road; and

**WHEREAS**, both projects are in the same vicinity of the City and both projects are now timed to be constructed at the same time, thereby creating possible conflicts for traffic flow, coordination and duplication of work, creating additional difficulties for the vehicular traffic;

**THEREFORE, BE IT RESOLVED** that the Vandalia Road Bridge Rehabilitation project become a part of the Vandalia Road and South Pleasant Hill Boulevard reconstruction project under the general engineering services of Kirkham-Michael Engineering firm;

**BE IT FURTHER RESOLVED** that the engineering services with Calhoun-Burns and Associates, Inc. will be amended to reflect the change in their services for the bridge rehabilitation of the Vandalia Road Bridge;

**BE IT FURTHER RESOLVED**, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached SUPPLEMENTAL AGREEMENT NO. 1 with Calhoun-Burns and Associates, Inc. for the Vandalia Road Bridge Rehabilitation.

ADOPTED this 23rd day of August 2016

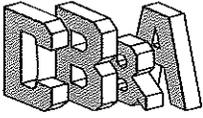
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Sara Kurovski, Mayor

ATTEST:

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Dena Spooner, City Clerk/Finance Director



August 12, 2016

Donald Sandor  
City Manager  
5160 Maple Drive, Suite A  
Pleasant Hill, IA 50327

**RE: SUPPLEMENTAL AGREEMENT NO. 1 – MODIFICATIONS TO  
AGREEMENT FOR STRUCTURAL ENGINEERING SERVICES  
REHABILITATION OF THE VANDALIA ROAD BRIDGE OVER FOUR MILE CREEK  
FHWA No. 009540  
CB&A No. 2015201**

Dear Mr. Sandor:

This Supplemental Agreement No. 1 is submitted in accordance with our current Agreement for Structural Engineering Services dated June 9, 2015. In our meeting on July 18, 2016, you asked that Calhoun-Burns and Associates, Inc. (CB&A) explore whether the plans for the rehabilitation of the Vandalia Road bridge could be modified as required and incorporated into plans for the Vandalia Road and Pleasant Hill Boulevard reconstruction plans. Your intent was to integrate the bridge rehabilitation plans into the street reconstruction plans thereby improving coordination between the City, construction contractor, area businesses, and travelling public; and limiting the amount of time Vandalia Road is closed during construction.

At your request we met with your consulting engineer for the Vandalia Road and Pleasant Hill Boulevard reconstruction project, Mr. Scott Almeida of Kirkham Michael (KM). A brief summary of our meeting was emailed to you on July 19, 2016. Since that time Mr. Almeida has confirmed with the Iowa DOT that they will allow the Vandalia Road bridge rehabilitation plans prepared by CB&A be incorporated into the Vandalia Road and Pleasant Hill Boulevard reconstruction plans prepared by KM. The combined project is currently scheduled to be let through the Iowa DOT on February 21, 2017. In addition, KM has agreed to perform many of the responsibilities of the City and CB&A as described in our current Agreement.

In order to combine the project plans our current Agreement must be modified. Under Exhibit A, Article A.1.01, Structural Engineer's Services:

Items A.3.a, A.3.j and A.3.k will be eliminated. These items will be completed by KM as part of the combined project plans.

Items A.3.b through A.3.i will be modified as required, and be combined into the KM Preliminary, Check, and Final Plan sets submitted to the Iowa DOT for review and comment.

Item A.4 will be eliminated. The combined project plans will be let by the Iowa DOT.

Item A.5 will be eliminated. This item will be completed by KM as part of the combined project plans.

Item A.8 will be eliminated. The combined project plans will be let by the Iowa DOT.

Item A.9.a will be revised to state "Construction Phase Services will be limited to answering telephone calls from KM during construction for general questions and interpretation of CB&A plans".

Items A.9.b through A.9.g will be eliminated. These items will be completed by KM as part of the combined project.

Item 10 will be eliminated. This item will be provided by KM as part of the combined project.

Under Exhibit A, Article A.2.01, City's Responsibilities. It is our understanding that KM will assist the City with Items A.1 through A.11, including any design and plan details necessary for the levee access drive off the southwest corner of the bridge.

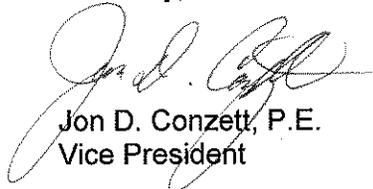
Modification of the plans, coordination with KM, addressing comments received from the Iowa DOT during their defined project plan development schedule, and elimination of the CB&A services listed above will require revisions to our compensation. Under Article 4 – Payments to Structural Engineer:

Item 4.01.A.1.c will be eliminated. The combined project plans will be let by the Iowa DOT.

Item 4.01.A.1.e will be revised to state "Modification of Plans; Additional Administration, Coordination, and Submittals During the Design Phase; and Limited Construction Phase Services: At Hourly Rates and Actual Expenses Not To Exceed \$ 6,450.00 Without Further Authorization".

All provisions of the original Agreement remain in effect except as modified by this Supplemental Agreement No. 1. Please review this proposal and, if it is acceptable, provide the Mayor's signature and date on both copies and return one to me.

Sincerely,



Jon D. Conzett, P.E.  
Vice President

CITY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**AGREEMENT FOR STRUCTURAL ENGINEERING SERVICES**

**REHABILITATION OF THE VANDALIA ROAD BRIDGE  
OVER FOUR MILE CREEK  
FHWA NO. 009540**

**PLEASANT HILL, IOWA**

**CALHOUN-BURNS AND ASSOCIATES, INC.  
WEST DES MOINES, IOWA**

This is an Agreement effective as of \_\_\_\_\_, 2015 ("Effective Date") between City of Pleasant Hill, Iowa, party of the First Part, hereinafter referred to as the "CITY" and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa, doing business as a corporation incorporated under the laws of Iowa, Party of the Second Part, hereinafter referred to as the "STRUCTURAL ENGINEER". CITY retains STRUCTURAL ENGINEER to perform professional services, in connection with the rehabilitation of the Vandalia Road Bridge over Four Mile Creek (FHWA No. 009540), hereinafter referred to as the "Assignment". Both design and construction are to be completely funded with City funding.

CITY and STRUCTURAL ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

## **ARTICLE 1 – STRUCTURAL ENGINEER’S SERVICES**

### **1.01 Scope**

- A. STRUCTURAL ENGINEER shall provide the services set forth in Exhibit A.
- B. Upon this Agreement becoming effective, STRUCTURAL ENGINEER is authorized to begin services as set forth in Exhibit A.
- C. If authorized in writing by CITY, and agreed to by STRUCTURAL ENGINEER, services beyond the scope of this Agreement will be performed by STRUCTURAL ENGINEER for additional compensation.

## **ARTICLE 2 – CITY’S RESPONSIBILITIES**

### **2.01 General**

- A. CITY shall have the responsibilities set forth herein and in Exhibit A.

## **ARTICLE 3 – TIMES FOR RENDERING SERVICES**

**3.01** STRUCTURAL ENGINEER’s services will be performed within the time period or by the date stated in Exhibit A.

**3.02** If STRUCTURAL ENGINEER’s services are delayed or suspended in whole or in part by CITY, STRUCTURAL ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by STRUCTURAL ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

## ARTICLE 4 – PAYMENTS TO STRUCTURAL ENGINEER

### 4.01 Method of Payment for Services of STRUCTURAL ENGINEER

- A. CITY shall pay STRUCTURAL ENGINEER for services rendered under this Agreement as follows:
1. a. Design, Detailing and Drafting: Lump Sum = \$ 19,870.00
  - b. Administration, Coordination and Submittals to the City During Design Phase: Lump Sum = \$ 4,845.00
  - c. Bid and Contract Documents for Local City Letting: Lump Sum = \$ 3,975.00
  - d. Paint Scratch and Asbestos Testing (Iowa Environmental Services): At Actual Cost  
Estimated at \$750.00
  - e. Bid and Construction Phase Services: At Hourly Rates  
Plus Reimbursable Expenses
2. The amount billed for STRUCTURAL ENGINEER's services listed in items A.1.a. through A.1.e. above will be based on the percent complete of the Assignment and/or actual hours charged during the billing period.

### 4.02 Other Provisions Concerning Payment

A. *Compensation Amounts.*

When the compensation amounts have been stated herein and it subsequently becomes apparent to STRUCTURAL ENGINEER that a compensation amount thus established will be exceeded, STRUCTURAL ENGINEER shall give CITY written notice thereof. Promptly thereafter CITY and STRUCTURAL ENGINEER shall review the matter of services remaining to be performed and compensation for such services. CITY shall either agree to such compensation exceeding said estimated amount or CITY and STRUCTURAL ENGINEER shall agree to a reduction in the remaining services to be rendered by STRUCTURAL ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed.

B. *Adjustments.*

1. STRUCTURAL ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of STRUCTURAL ENGINEER, the total compensation to STRUCTURAL ENGINEER shall be appropriately adjusted.

C. *Reimbursable Expenses.*

Reimbursable expenses means the actual expenses incurred by STRUCTURAL ENGINEER directly in connection with the Assignment. All reimbursable expenses are included in the Lump Sum amounts identified in paragraph 4.01, items A.1.a., A.1.b., and A.1.c

D. *For Additional Services.*

CITY shall pay STRUCTURAL ENGINEER for all services not included in the scope of this Agreement at the rates shown on Exhibit D, or on the basis agreed to in writing by the parties at the time such services are authorized by CITY.

## **ARTICLE 5 – DESIGNATED REPRESENTATIVES**

**5.01** Contemporaneous with the execution of this Agreement, STRUCTURAL ENGINEER and CITY shall each designate specific individuals as STRUCTURAL ENGINEER's and CITY's representatives with respect to the services to be performed or furnished by STRUCTURAL ENGINEER and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

## **ARTICLE 6 – CONTENT OF AGREEMENT**

**6.01** The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of pages A1 through A3.
- B. Exhibit B, "Standard Terms and Conditions", consisting of pages B1 through B5.
- C. Exhibit C, "Hourly Billing Rates".

**6.02 Total Agreement**

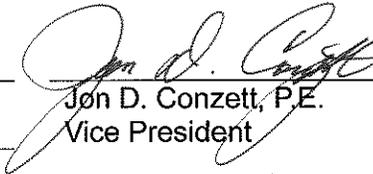
- A. This Agreement (consisting of pages 1 to 4, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire Agreement between CITY and STRUCTURAL ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY:

STRUCTURAL ENGINEER:

Title: \_\_\_\_\_

  
Jon D. Conzett, P.E.  
Vice President

Date: \_\_\_\_\_

Date: 5/22/15

Addresses for giving notice:

5160 Maple Drive, Suite A  
Pleasant Hill, IA 50327

Addresses for giving notices:

1500 30<sup>th</sup> Street  
West Des Moines, IA 50266

Designated Representative (Paragraph 5.01):

Gary Patterson  
Public Works Director  
Phone No.: (515) 208-5211  
Facsimile No.: (515) 262-9570

Designated Representative (Paragraph 5.01):

Terry Cole, P.E.  
Project Manager  
Phone No.: (515) 224-4344  
Facsimile No.: (515) 224-1385

## EXHIBIT A

Initial:  
CITY  
STRUCTURAL ENGINEER 

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

### A.1.01 STRUCTURAL ENGINEER's Services

#### A. STRUCTURAL ENGINEER shall:

1. Arrange for paint and material sampling and testing of the existing bridge by Iowa Environmental Services. This environmental sampling and testing is required by the governing specifications to identify and notify the contractor of the possible presence of lead and chromium based paint and asbestos material.
2. Conduct field review and take photographs of existing field conditions for use during the design phase.
3. Provide design, details, and drafting for repair and overlay of the existing bridge deck, replacement of the reinforced concrete approach pavement, replacement of the guardrail, and traffic detour for closure of bridge site to all traffic during construction. The following plan sheets are anticipated:
  - a. Title Sheet.
  - b. Quantity Summary and Notes (2).
  - c. Delamination Plot (May 4, 2014).
  - d. Bridge Deck Repair and Overlay Details (2).
  - e. Expansion Device Details (1).
  - f. Approach Pavement Details (1).
  - g. Guardrail Details (1).
  - h. Tabulations and Typical Sections (2).
  - i. Grading Details for Guardrail Blisters (1).
  - j. Pollution Prevention Plan (1).
  - k. Bridge Site Closure and Traffic Detour Details (2).
4. Prepare bid and contract documents for a local letting using editable, electronic documents provided by the CITY.
5. Vandalia Road is to be closed at the bridge site during construction. The plans will include standard details for road closure. A formal detour route using adjacent City streets will be included and coordinated with the City.

6. Provide general coordination and administration during the design and plan preparation phase which will occur during the Summer/Fall of 2015.
7. Governing specifications will be the current Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, and applicable general supplemental specifications, developmental specifications, and special provisions.
8. Provide Bid Phase Services including the following:
  - a. Answer questions from prospective bidders.
  - b. Attend bid opening administered by the CITY.
  - c. Prepare tabulation of bids received by CITY.
9. Provide Construction Phase Services including the following:
  - a. Prepare for and lead a Preconstruction Meeting at location provided by the CITY.
  - b. Review shop drawing submittals from Contractor.
  - c. Observe bridge deck repair and overlay, approach pavement, and guardrail installation by contractor.
  - d. Maintain books and records during construction.
  - e. Attend Punch List and Final Inspection with CITY.
  - f. Prepare pay estimates for approval by CITY.
  - g. Provide final acceptance letter for approval by CITY.
10. Provide general coordination and administration during the construction phase which will occur during the Spring/Summer of 2016.

#### **A.2.01 CITY's Responsibilities**

- A. CITY shall do the following in a timely manner, so as not to delay the services of the STRUCTURAL ENGINEER:
  1. Verify existing Vandalia Road right-of-way width east side of bridge
  2. Provide editable, electronic bid and contract documents from a recent project which are acceptable to the CITY's attorney in both content and format.
  3. Provide advance notice of road closure to local property owners, businesses, City of Des Moines, and other users.
  4. Conduct a Public Information Meeting, if desired.
  5. Distribute project plans and specifications to interested bidders.
  6. Advertise for and conduct bid opening.

7. Provide facility for Preconstruction Meeting.
  8. Provide any necessary City owned utility design and relocation required for the project. Provide coordination with private utility companies during the design and construction phases of the project.
  9. Provide copy of final plans and coordinate with private utility companies that are within project site.
  10. Provide any inspection, documentation, and submittals required by the Iowa Department of Natural Resources related to a National Pollution Discharge Elimination System (NPDES) permit obtained by City staff.
  11. Provide any necessary coordination with City of Des Moines and U.S. Army Corps of Engineers regarding new guardrail adjacent to levee.
- B. STRUCTURAL ENGINEER shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing STRUCTURAL ENGINEER's services under this Agreement, including that contained in Exhibit C.
- C. CITY shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

**A.3.01 Times for Rendering Services**

- A. Work under this Agreement shall begin not later than 20 days after being notified by the CITY and after receipt of design information from the CITY. Upon execution of this Agreement, the STRUCTURAL ENGINEER and the CITY may establish a schedule of work completion. Failure of the STRUCTURAL ENGINEER to maintain progress in accordance with this schedule may be cause for termination of the Agreement.
- B. STRUCTURAL ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Paragraph A.1.01. are submitted to CITY, and when compensation for the services set forth in Paragraph 4.01.A.1 is received by STRUCTURAL ENGINEER.

## EXHIBIT B

Initial:

CITY  
STRUCTURAL ENGINEER 

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **B.6.01.B Standard Terms and Conditions**

#### 1. Standard of Care

The standard of care for all professional services performed or furnished by STRUCTURAL ENGINEER under this Agreement will be the care and skill ordinarily used by members of STRUCTURAL ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. STRUCTURAL ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with STRUCTURAL ENGINEER's services.

#### 2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and STRUCTURAL ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CITY or STRUCTURAL ENGINEER. STRUCTURAL ENGINEER's services under this Agreement are being performed solely for CITY's benefit, and no other entity shall have any claim against STRUCTURAL ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. CITY agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

#### 3. Payments to STRUCTURAL ENGINEER

Invoices will be prepared in accordance with STRUCTURAL ENGINEER's standard invoicing practices and will be submitted to CITY by STRUCTURAL ENGINEER monthly, unless otherwise agreed. Upon acceptance by the CITY, payment will be made promptly. Final payment will be made upon submittal of deliverables described in Exhibit A.

#### 4. Insurance

STRUCTURAL ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CITY upon request.

#### 5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, STRUCTURAL ENGINEER shall indemnify and hold harmless CITY, CITY's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of STRUCTURAL ENGINEER or STRUCTURAL ENGINEER's officers, directors, partners and employees in the performance of STRUCTURAL ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, CITY shall indemnify and hold harmless STRUCTURAL ENGINEER, STRUCTURAL ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY's officers, directors, partners, employees and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, STRUCTURAL ENGINEER's total liability to CITY and anyone claiming by, through, or under CITY for any injuries, losses, damages and expenses caused in part by the negligence of STRUCTURAL ENGINEER and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that STRUCTURAL ENGINEER's negligence bears to the total negligence of CITY, STRUCTURAL ENGINEER, and all other negligent entities and individuals.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, CITY shall indemnify and hold harmless STRUCTURAL ENGINEER and STRUCTURAL ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate CITY to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

## 6. Dispute Resolution

a. CITY and STRUCTURAL ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 30 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

7. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CITY shall pay to STRUCTURAL ENGINEER all amounts owing to STRUCTURAL ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

8. Access

CITY shall arrange for safe access to and make all provisions for STRUCTURAL ENGINEER to enter upon public and private property as required for STRUCTURAL ENGINEER to perform services under this Agreement.

9. Hazardous Environmental Conditions

It is acknowledged by both parties that STRUCTURAL ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition", i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event STRUCTURAL ENGINEER or any other party encounters a Hazardous Environmental Condition, STRUCTURAL ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CITY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CITY acknowledges that STRUCTURAL ENGINEER is performing professional services for CITY and that STRUCTURAL ENGINEER is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with STRUCTURAL ENGINEER's activities under this Agreement.

10. Patents

STRUCTURAL ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

11. Ownership and Reuse of Documents

All documents prepared or furnished by STRUCTURAL ENGINEER pursuant to this Agreement are instruments of service, and STRUCTURAL ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by CITY shall be at CITY's sole risk; and CITY agrees to indemnify, and hold STRUCTURAL ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CITY or by others acting through CITY.

## 12. Use of Electronic Media

a. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by the STRUCTURAL ENGINEER. Files in electronic medial format of text, data, graphics, or of other types that are furnished by STRUCTURAL ENGINEER to CITY are only for convenience of CITY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, STRUCTURAL ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing form those used by STRUCTURAL ENGINEER at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. STRUCTURAL ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CITY.

## 13. Opinions of Probable Construction Cost

a. Construction Cost is the cost to CITY to construct proposed facilities. Construction Cost does not include costs of services of STRUCTURAL ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CITY's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with CITY's contemplated project, or the cost of other services to be provided by others to CITY pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. STRUCTURAL ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of STRUCTURAL ENGINEER's experience and qualifications and represent STRUCTURAL ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since STRUCTURAL ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, STRUCTURAL ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable construction cost prepared by STRUCTURAL ENGINEER. If CITY wishes greater assurance as to probable Construction Cost, CITY shall employ an independent cost estimator.

## 14. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of STRUCTURAL ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and CITY's costs for legal, accounting,

insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to CITY pursuant to this Agreement.

b. STRUCTURAL ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

15. Force Majeure

STRUCTURAL ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond STRUCTURAL ENGINEER's reasonable control.

16. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

17. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

18. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and STRUCTURAL ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

19. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

20. Headings

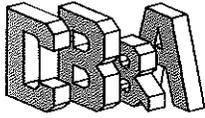
The headings used in this Agreement are for general reference only and do not have special significance.

21. Controlling Law

This Agreement is to be governed by the law of the state in which the STRUCTURAL ENGINEER's principal office is located.

22. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party as its address on the signature page and given personally, or be registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



**EXHIBIT C**

**HOURLY BILLING RATES (EFFECTIVE JULY, 2014)**

PRINCIPAL:	\$ 169 / HOUR
SENIOR PROJECT MANAGER:	\$ 155 / HOUR
PROJECT MANAGER:	\$ 144 / HOUR
SENIOR PROJECT ENGINEER:	\$ 130 / HOUR
PROJECT ENGINEER:	\$ 119 / HOUR
SENIOR DESIGN ENGINEER:	\$ 134 / HOUR
DESIGN ENGINEER:	\$ 102 / HOUR
SENIOR TECHNICIAN:	\$ 108 / HOUR
TECHNICIAN:	\$ 85 / HOUR
ENGINEER INTERN:	\$ 69 / HOUR
OFFICE MANAGER:	\$ 122 / HOUR
ADMINISTRATIVE ASSISTANT:	\$ 80 / HOUR
CLERICAL:	\$ 68 / HOUR
MILEAGE:	CURRENT IRS STANDARD RATE
EXPENSES:	ACTUAL COST

**Hourly rates shall be adjusted annually in accordance with Consulting Engineers' normal business practice.**



**CITY OF PLEASANT HILL, IOWA**  
CITY COUNCIL AGENDA COMMUNICATION

**DATE:** AUGUST 23, 2016  
**TO:** MAYOR & CITY COUNCIL  
**FROM:** J. BENJAMIN CHAMP, AICP, EDFP, ASLA  
ASSISTANT CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** REQUEST TO DISCHARGE FIREARMS WITHIN CITY LIMITS

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**BACKGROUND:**

The City is in receipt of a request from Kody Daniel, a resident of Indianola, to discharge firearms within the corporate boundaries of Pleasant Hill. Mr. Daniel would like to hunt with shotguns on private lands during the 2016-2017 waterfowl season. The Iowa Department of Natural Resources has established this hunting period to be between September 3, 2016 and January 18, 2017. Chapter 41 of the City Code of Ordinances contains the following section regulating firearms in the City:

*41.08 DISCHARGING WEAPONS.*

1. *It is unlawful for a person to discharge rifles, shotguns, revolvers, pistols, guns, BB guns or other firearms of any kind within the City limits except by written consent of the Council unless otherwise permitted/allowed under paragraph 41.08(4)*
2. *No person shall intentionally discharge a firearm in a reckless manner.*
3. *This section does not apply to police officers in performance of their duties.*
4. *Firearms may be discharged at an enclosed gun range meeting City, State, and Federal guidelines.*

The request falls under section one above that requires written permission of the City Council to discharge a firearm. Mr. Daniel has requested to present this request to the City Council at this time; however, many questions remain and the item does not have a recommendation from staff for approval. It is understood that the requestor would like to utilize property on the eastern side of the community but has not provided addresses or specific property information. While considering this type of request there will be many considerations including IDNR regulations and duration of the season, precedence, type of firearm and ammunition as well as location issues of proximity to schools, homes, roadways, parks, trails, and other populated sites.

**ALTERNATIVES:**

N/A

**FINANCIAL CONSIDERATIONS:**

N/A

**RECOMMENDATION:**

Receive the request and consider next steps.



**CITY OF PLEASANT HILL, IOWA  
CITY COUNCIL AGENDA COMMUNICATION**

**DATE:** AUGUST 23, 2016  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** DON SANDOR, CITY MANAGER  
**SUBJECT:** CLOSED SESSION #1 FOR LITIGATION

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**BACKGROUND:** City Staff is requesting a closed session with the Council to discuss pending litigation with legal counsel.

**ALTERNATIVES:**

**FINANCIAL CONSIDERATIONS:**

**RECOMMENDATION:** For the City Council to adjourn to a closed session under Iowa Code Section 21.5.1 (c) to discuss pending litigation with legal counsel.



**CITY OF PLEASANT HILL, IOWA  
CITY COUNCIL AGENDA COMMUNICATION**

**DATE:** AUGUST 23, 2016  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** DON SANDOR, CITY MANAGER  
**SUBJECT:** CLOSED SESSION #2 FOR LITIGATION

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**BACKGROUND:** City Staff is requesting a closed session with the Council to discuss pending litigation with legal counsel.

**ALTERNATIVES:**

**FINANCIAL CONSIDERATIONS:**

**RECOMMENDATION:** For the City Council to adjourn to a closed session under Iowa Code Section 21.5.1 (c) to discuss pending litigation with legal counsel.