



**PLEASANT HILL CITY COUNCIL
REGULAR SESSION
September 27, 2016
6:30 PM**

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF AGENDA**
3. **PRESENTATION:** Amanda Wanke and Ethan Standard from DART will do a presentation on the Pleasant Hill and Broadlawns expansion of service.
4. **PUBLIC HEARING**
 - a. Rezoning A-1 Agricultural to R1-90 Single Family Residential
 1. First reading of **Ordinance 809** – Rezoning A-1 Agricultural to R1-90 Single Family Residential – Lots 2, 3, and 4, in Block 4, Rising Sun
 - b. General Obligation Street Improvements Loan Agreement in a principal amount not to exceed \$8 million.
 1. **Resolution #092716-01** - Expressing intent to enter into a loan agreement.
5. **PUBLIC INPUT (5 MINUTES FOR ITEMS NOT ON THE AGENDA)**
6. **CONSENT ITEMS**
 - a. Council Minutes - dated 09-13-16
 - b. Claims Listing - dated 09-27-16
 - c. Revenue Report - dated 08-31-16
 - d. Expenditure Report - dated 08-31-16
 - e. Treasurers Report - dated 08-31-16
 - f. Park and Recreation Commission Minutes dated 09-08-16
 - g. Police Dept Monthly Report - August 2016
 - h. **Resolution #092716-02** – Residency requirement waiver
 - i. **Resolution #092716-03** – Approval of Payment Application No. 8 – NE 75th Street Improvements Project
 - j. **Resolution #082316-04** – Transfer of Funds – Emergency Fund to Equipment Replacement Fund
 - k. **Resolution #082316-05** – Transfer of Funds – Employee Benefits Fund to General Fund
7. **BUSINESS ITEMS**
 - a. Request to discharge firearms within the corporate limits of Pleasant Hill
 - b. Second Reading of **Ordinance 808** – Amending Chapter 163 Fire Code
 - c. **Resolution #092716-06** – Agreement for Preliminary Engineering Services – Norfolk Southern Railway Co.
 - d. **Resolution #092716-07** – Approval of Job Description for Senior Building Inspector
 - e. **Resolution #092716-08** – Approval of a Voluntary Annexation Agreement for Springer Hills Plat 1
 - f. **Resolution #092716-09** – Approval of Firearm Purchase Policy
 - g. **Resolution #092716-10** – Approval of Event Pay Increase
 - h. **Resolution #092716-11** – Approval 28E Agreement with the Alcoholic Beverage Division of State of Iowa
 - i. **Resolution #092716-12** – Approval of Contract with Snyder & Associates to Perform Cemetery Survey
 - j. **Resolution #092716-13** – Approval of Right of Way License Fee
 - k. Third Reading of **Ordinance 807** - Rezoning A-1 Agricultural to R1-90 Single Family Residential – Property at 5838 SE 6th Avenue
 - l. **Resolution #092716-14** – Approval of a Development Agreement with Joseph R. Thomas and Sunrise Developing Company
8. **CLOSING COMMENT**
9. **CLOSED SESSION-** Pursuant to Iowa Code Section 21.5.1(c) For City Council to discuss legal issues
 - a. City Council may return to open session and take action on items discussed during the closed session.
10. **ADJOURNMENT**



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: SEPTEMBER 27, 2016

TO: MAYOR & CITY COUNCIL

FROM: MADELINE STURMS, AICP, CPM
SENIOR PLANNER

SUBJECT: ORDINANCE REZONING A-1 AGRICULTURAL TO R1-90 SINGLE FAMILY RESIDENTIAL
LOTS 2, 3, AND 4, IN BLOCK 4, RISING SUN

BACKGROUND:

Property owners Jason and Cheryl Hild recently acquired Lots 2, 3, & 4, Block 4, of Rising Sun, locally known as 6439 NE 5th Ave. The property owners wish to make improvements to the home including a new foundation and moving the location of the structure within the parcel. In order to make these improvements, the property needs to be assigned appropriate zoning. It is currently zoned A-1 Agricultural, a designation that is automatically assigned 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. Hild's have 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. 809

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:

LOTS 2, 3, AND 4, BLOCK 4, RISING SUN, IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA.

Containing 0.6 acres, more or less.

WHEREAS, a public hearing was held on Tuesday, September 27, 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:

LOTS 2, 3, AND 4, BLOCK 4, RISING SUN, IN THE CITY OF PLEASANT HILL, POLK COUNTY, IOWA.

Containing 0.6 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.

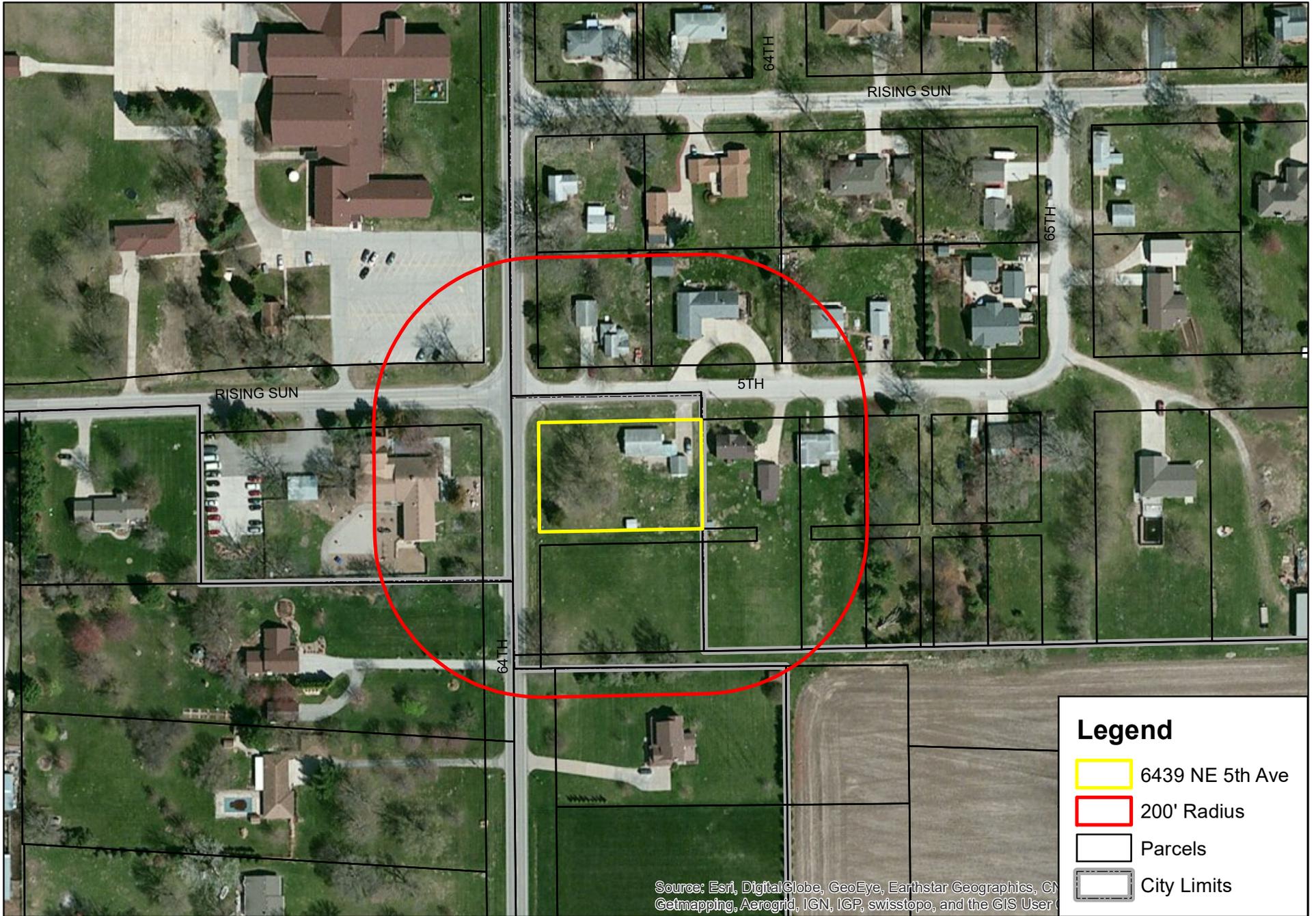
SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication, as provided by law.

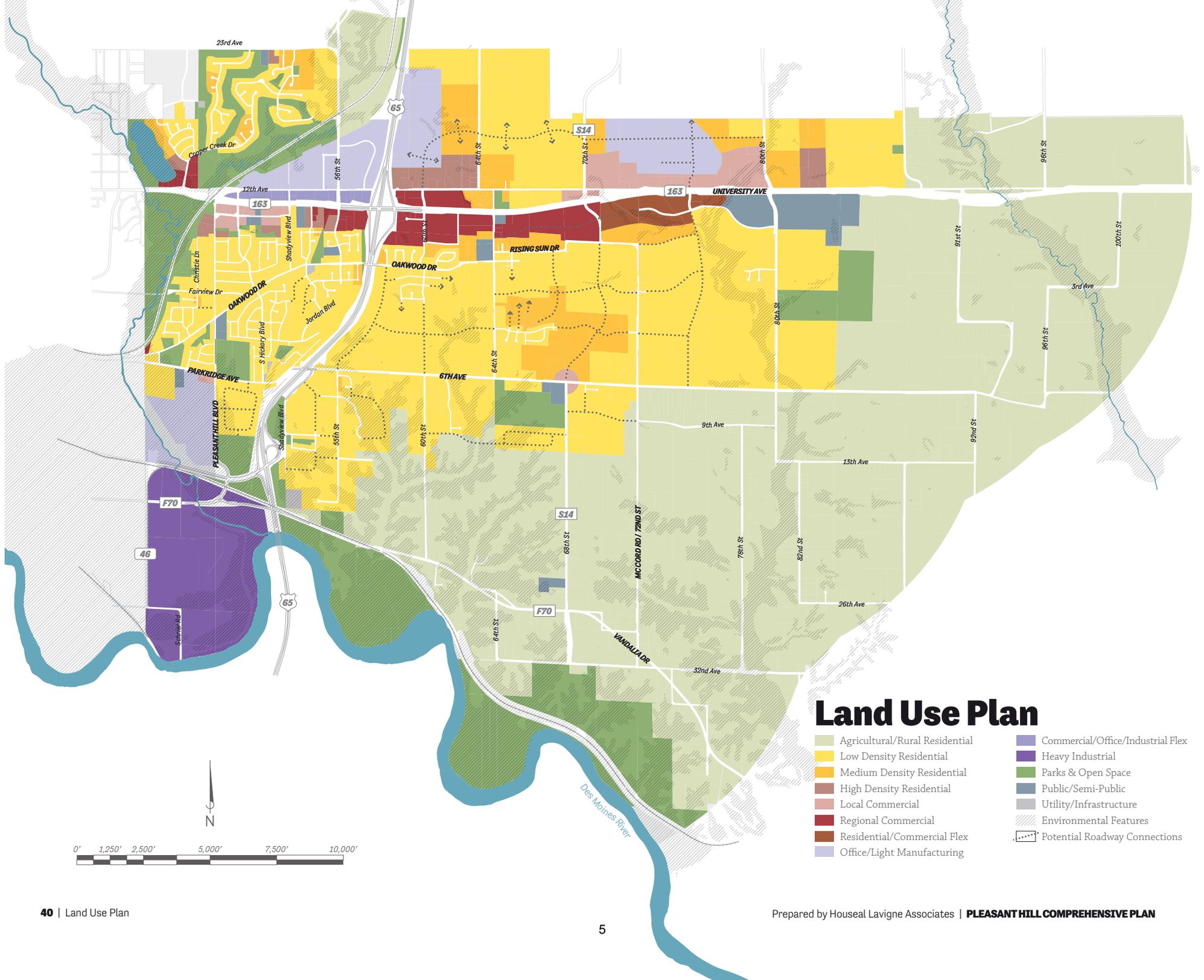
PASSED AND APPROVED by the Pleasant Hill City Council on _____, 2016.

Sara Kurovski, Mayor

ATTEST:

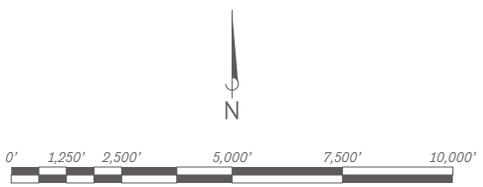
Dena Spooner, City Clerk/Finance Director





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



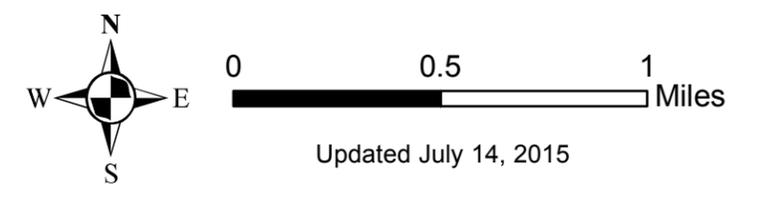


CITY OF PLEASANT HILL, IOWA ZONING MAP

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

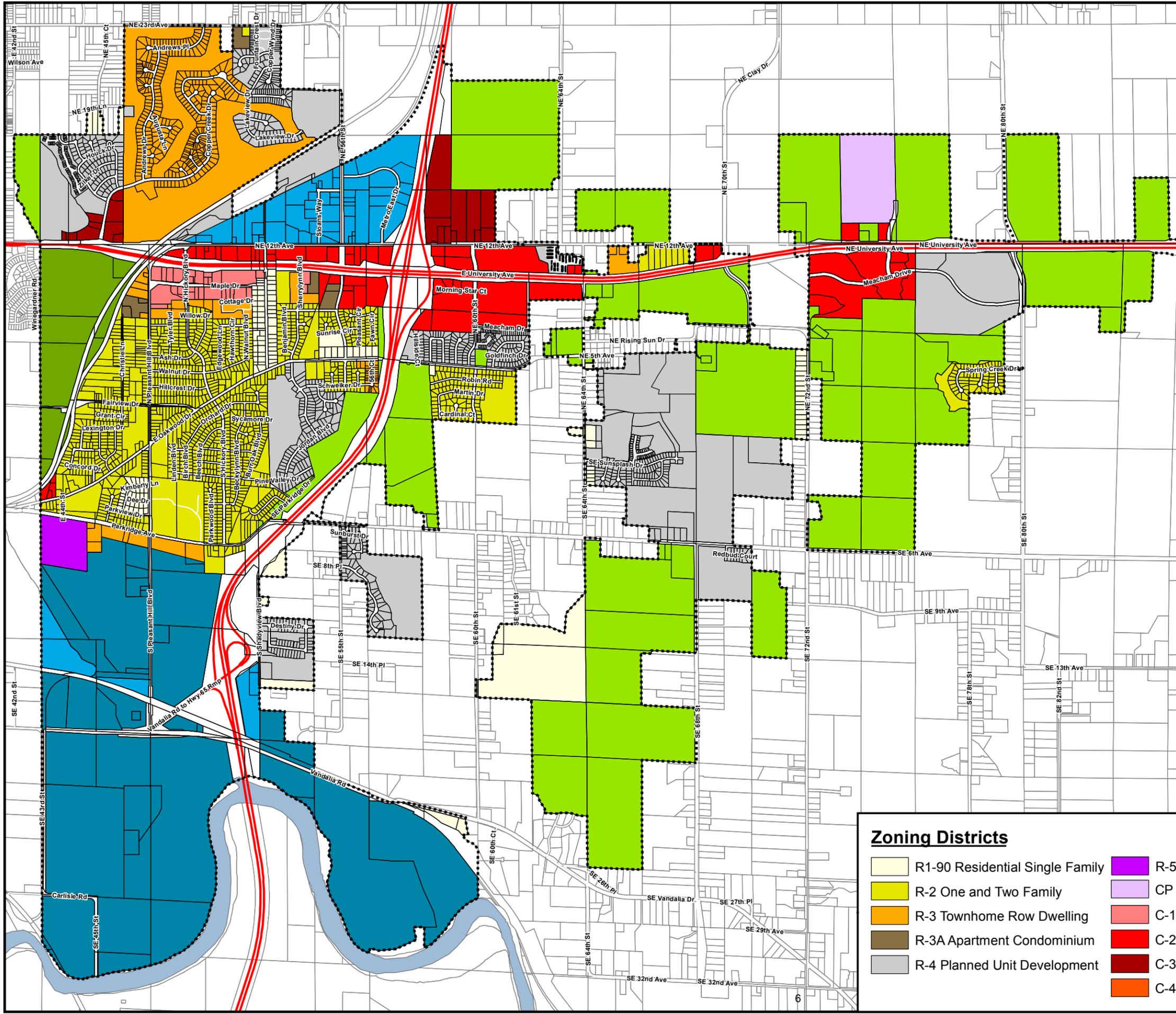
DISCLAIMER: This Zoning Map is provided for informational purposes "as is" without warranties of any kind either express or implied or any representation of accuracy, timeliness or completeness. This map is dynamic and is subject to change. To obtain an official zoning determination or to see the Official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

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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 | |





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

DATE: September 27, 2016
TO: Mayor and Council
FROM: Donald Sandor, City Manager
SUBJECT: General Obligation Essential Corporate Purpose Bond

BACKGROUND:

Through the Capital Improvement Program (CIP) the City Council has identified numerous street improvement projects that are necessary for ongoing development and growth of the community. Examples of some of these projects include the continual extension of Meacham Drive, the reconstruction of S. Pleasant Hill Boulevard and Vandalia Road, reconstruction of S. Shadyview south of SE 6th, and the future construction of SE 68/70 between Rising Sun and SE 6th, to name some of the pending projects. These projects are of significant magnitude that they will require bonding by the City to fund.

Currently Pleasant Hill has \$4 million in outstanding debt with a debt capacity of more than \$58 million, or about 7% of the capacity is currently being used. Approximately one-half of the existing \$4 million debt will be paid off in FY's 17, 18, and 19.

The City currently has an Aa3 credit rating from Moody's Investment Services. We will receive an updated credit review from Moody's for this bond sell. The sell date is scheduled for November 8th.

ALTERNATIVES:

Not approve the resolution, which would stop the progress on proposed street projects.

FINANCIAL CONSIDERATIONS:

None with this action. The selling of the bonds will determine the annual principal and interest payments.

RECOMMENDATION:

Hold public hearing; approve resolution.

MINUTES TO HOLD HEARING ON
LOAN AGREEMENT

424826-74

Pleasant Hill, Iowa

September 27, 2016

The City Council of the City of Pleasant Hill, Iowa, met on September 27, 2016 at 6:30 p.m., at the City Hall, in the City.

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

Present: _____

Absent: _____.

It was reported that a notice of intention to institute proceedings to enter into a General Obligation Street Improvements Loan Agreement, in a principal amount not to exceed \$8,000,000, had been duly published as provided by law and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City.

The City Clerk reported that no written objections had been placed on file. The Mayor called for any written or oral objections, and the following persons made comments:

There being no additional comments, the Mayor closed the hearing and reported that the Council may authorize the loan agreement in the amount as published.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. After due consideration and discussion, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

The Mayor declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. 092716-01

Expressing intent to enter into a loan agreement

WHEREAS, pursuant to the provisions of Section 384.24A of the Code of Iowa, the City of Pleasant Hill, in Polk County, State of Iowa (the "City"), has proposed to enter into a loan agreement (the "Street Improvements Loan Agreement") in a principal amount not to exceed \$8,000,000 for the essential corporate purpose of financing construction of street improvements and has published notice and held a hearing thereon; and

WHEREAS, the City intends to issue General Obligation Street Improvement Bonds (the "Bonds") in the future;

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

Section 1. The City Council hereby expresses its intent to enter into the Loan Agreement in the future and orders that the Bonds be issued in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

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

Passed and approved September 27, 2016.

Mayor

Attest:

City Clerk

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF POLK SS:
CITY OF PLEASANT HILL

I, the undersigned, City Clerk of the City of Pleasant Hill, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the authorization of a certain Loan Agreement and General Obligation Bonds to be issued in evidence of the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this _____ day of _____, 2016.

City Clerk

**PLEASANT HILL CITY COUNCIL
REGULAR SESSION
September 13, 2016
6:30 PM**

1. CALL TO ORDER/ROLL CALL

Mayor Kurovski called the Pleasant Hill City Council meeting to order on September 13, 2016 at 6:30 p.m. in the City Council Chambers. PRESENT: Jeff Mullen, Curt Gause, Dean Cooper, Barb Malone, Mark Konrad, and Mayor Sara Kurovski. ABSENT: none.

2. APPROVAL OF AGENDA

Mullen/Malone moved to approve the agenda. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

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

Pleasant Hill resident Chris Ross raised concern about the progress of the Oakwood Drive overlay project. She was concerned that there were drainage issues causing ponding of rain water and lost depth of the curb.

4. CONSENT ITEMS

Konrad/Malone moved to approve the **CONSENT ITEMS**: Council Minutes - dated 08-23-16, Claims Listing - dated 09-13-16, Tax Abatement Report dated August 2016, Fire Department Report - dated July 2016, Fire Department Report - dated August 2016, Public Works Department Report - dated August 2016, Library Board Minutes – dated 07-28-16, **Resolution #091316-01** – Approve Annual Street Finance Report, **Resolution #091316-02** – Approve Recognition of City Week, **Resolution #091316-03** – Approval of Lien Schedule, **Resolution #091316-04** – Set Public Hearing for Sale of General Obligation Bond not to Exceed \$8.0 million, **Resolution #091316-05** – Setting Public Hearing for Rezoning A-1 to R1-90 One Family Dwelling District – Lots 2, 3, and 4, in Block 4, Rising Sun. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

5. BUSINESS ITEMS

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

Malone/Cooper moved to approve Second Reading of **Ordinance 807** - Rezoning A-1 Agricultural to R1-90 Single Family Residential – Property at 5838 SE 6th Avenue. Senior Planner Madeline Sturms explained this was the second reading for the rezoning of the Thomas property from A-1 Agricultural to R1-90 Single Family Residential. There have been no comments or changes since the last reading. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

- b. **Resolution #091316-06** – Approval of Cooperative Services Agreement With Polk County

Cooper/Konrad moved to approve **Resolution #091316-06** – Approval of Cooperative Services Agreement With Polk County. Assistant City Manager Ben Champ explained this is due to a Building Department staff vacancy. One of the responsibilities of the position has been construction plan review for commercial and industrial projects. These types of reviews are intermittent and not necessarily a daily task in the Department. In 2013, the City entered into an agreement with Polk County for Pleasant Hill to provide backup inspection services to the County during a staff availability shortage at that time. Polk County is now willing to assist Pleasant Hill with a similar arrangement during this period of need. The agreement for cooperative services has been based upon the 2013 agreement with roles reversed to allow the County to assist the City with backup inspection and plan review services. The agreement runs through April 2017 and may be renewed by mutual agreement of the parties. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

- c. First Reading of **Ordinance 808** – Amending Chapter 163 Fire Code
Konrad/Malone moved to approve First Reading of **Ordinance 808** – Amending Chapter 163 Fire Code. Assistant City Manager Ben Champ explained this is due to a Building Department staff vacancy. Included in the City Code is an assignment of the role of Fire Code Official to the City's Building Official. The current Building Official has resigned and the roles of the position are under review at this time. This assignment has been in place for several years and pre-dates the hiring of the full time Fire Chief for the City. It is more typical for the Fire Code Official to be a community's fire chief or in the case of larger communities it may be a designated member of a fire department such as a fire marshall. Moving the Fire Code Official role to the Fire Chief is an appropriate change at this time and would match the assignments in the other metro cities. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.
- d. **Resolution #091316-07** – Approval of Preliminary and Final Plat for Springer Hills Plat 1
Malone/Mullen moved to approve **Resolution #091316-07** – Approval of Preliminary and Final Plat for Springer Hills Plat 1. Senior Planner Madeline Sturms explained the City has received a proposed preliminary plat and final plat for a property located at 9347 SE 6th Avenue in unincorporated Polk County. The owner is proposing the property be subdivided into three buildable lots and two outlots. MidAmerican Energy Company is the proposed buyer of one of the new parcels to construct a substation on Lot 2. Pleasant Hill has received the plats for review consideration because it is within two miles of the City's corporate boundary. The plat shows no new water utility or sanitary sewer extensions. There are no new roadway improvements planned. Staff has reviewed the documents and finds them to be in conformance with the requirements of a preliminary and final plat. The preliminary plat and final plat have already been approved by Polk County. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0.

6. CLOSING COMMENT

Mayor Kurovski reminded everyone that Art on the Lake would be this Saturday, September 17th, from 11:00am to 5:00pm.

City Manager Don Sandor announced there would be a work session next Tuesday, September 20th, at 5:30pm with a continued discussion from DMWW.

Assistant City Manager Ben Champ reminded everyone that the ribbon cutting ceremony for the Youngstown Trail would be Thursday, September 15th at 4:00pm.

7. ADJOURNMENT

Mullen/Gause moved to adjourn the meeting. ROLL CALL: AYES: Mullen, Gause, Cooper, Malone, Konrad. NAYS: None. Motion carried 5-0. The meeting was adjourned at 6:39 p.m.

Sara Kurovski, Mayor

ATTEST:

Dena J. Spooner, City Clerk/Finance Director

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

PAID ITEMS DATES : 9/14/2016 THRU 9/27/2016
 PARTIALLY ITEMS DATES: 9/14/2016 THRU 9/27/2016
 UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
21ST CENTURY REHAB, P.C.	PRE-EMPLOYMENT PHYSICAL	60.00
ABC PEST CONTROL	PEST CONTROL	166.00
ADT SECURITY SERVICES	SECURITY SERVICE-NORTH COMPLEX	212.01
AFLAC INSURANCE	INSURANCE	1,008.94
ALTOONA FIRE DEPARTMENT	PARAMEDIC ASSIST	750.00
ALTOONA HERALD INDEX	LEGAL NOTICES	611.87
BAKER & TAYLOR	BOOKS	1,688.50
BEELINE BLUE	PRINTING OF MEDICAL FORMS	112.00
BEN FREEBORN	CONTRACT CUSTODIAL	2,050.00
BOOKPAGE	MAGAZINE	300.00
BRIAN A. ISAACSON	REPAIR BACKHOE BUCKET	170.00
BRICK, GENTRY, BOWERS LAW	CONSULTANT/PROFESSIONAL	15,241.64
BUSINESS PUBLICATION CORP	DM BUSINESS RECORD RENEWAL	69.95
CAPITAL CITY EQUIPMENT CO	2016 FELLING TRAILER	11,986.80
CARPENTER UNIFORMS/PROMOT	UNIFORM/SAFETY EQUIPMENT	584.94
CHAD GREGORY	PHONE SYSTEM BACKUP/MAINT	1,450.00
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	179.89
CLEAN SWEEP CARPET CARE	CLEAN CARPETS - LIBRARY	2,650.00
CLIVE POWER EQUIPMENT	TRIMMER	402.37
COLLECTION SERVICES	GARNISHMENT WITHHOLDING	633.75
COMPLETE PLUMBING SERVICES	CCLP RR FAUCET REPAIR	340.00
CONCENTRA MEDICAL	PRE-EMPLOYMENT PHYSICAL	177.50
COUNTRY	MAGAZINE	14.98
CRAIG MCCLANAHAN	IT SUPPORT/REP/EQUIP-AUG '16	13,687.07
CRYSTAL CLEAR WATER CO.	OPERATING SUPPLIES	21.00
CUSTOM AWARDS & EMBROIDERY	SERVICE PLAQUE	60.00
D & S TRAILER SALES	2017 DOOLITTLE 18' TRAILER	5,469.00
D.R.I.V.E.	D.R.I.V.E. DEDUCTION	6.00
DEERY BROTHERS	MIRRORS - #6	531.80
DEMCO	BOOK PROCESSING SUPPLIES	167.57
DES MOINES STAMP MANU CO	APPARATUS SIGNS	332.60
DETRICK EXCAVATING	LOAD OUT DIRT-FIELD 3	4,050.00
EMERGENCY APPARATUS MAINT	APPARATUS REPAIRS	1,989.94
ETC GRAPHICS	MISCELLANEOUS EQUIPMENT	297.50
FIREHOUSE SOFTWARE	ANNUAL FIREHOUSE RENEWAL	1,265.00
FRASER TRANSPORTATION SVC	PARAMEDIC ASSIST	400.00
G & K SERVICES	FLOOR MATS	236.82
GENERAL FIRE AND SAFETY	FIRE ALARM MONITORING SYSTEM	330.00
GRAINGER	SAFETY SUPPLIES	219.45
GREATER DES MOINES CONVENT	HOTEL/MOTEL-APR-JUN 2016	15,032.34
HALLETT MATERIALS	GRAVEL	188.62
HAWKEYE/VAN GINKEL LAWN &	LANDSCAPE WEED CONTROL	870.00
HILLYARD/DES MOINES	JANITORIAL SUPPLIES	192.52
HIREQUALITY SOLUTIONS, LLC	TEMPORARY EMPLOYEE SERVICES	720.00

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

PAID ITEMS DATES : 9/14/2016 THRU 9/27/2016
 PARTIALLY ITEMS DATES: 9/14/2016 THRU 9/27/2016
 UNPAID ITEMS DATES :

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
HOTSY CLEANING SYSTEMS,IN	CLEANING SUPPLIES	127.50
HY-VEE - CITY HALL ACCOUNT	FLOWERS	37.00
HY-VEE - FIRE ACCOUNT	MISCELLANEOUS COMMODITIES	31.79
I WORK & PLAY - PRO LINES,	UNIFORM/SAFETY EQUIPMENT	364.87
ICMA-RC	DEFERRED COMPENSATION	2,354.89
INNOVATIVE INTERFACES, INC	POLARIS YEARLY MAINTENANCE	9,511.00
INTERNAL REVENUE SERVICE	FED WITHHOLDING	38,496.76
IOWA DEPT OF PUBLIC SFTY	MISCELLANEOUS CONTRACT	360.00
IOWA DEPT OF REVENUE & FI	STATE WITHHOLDING	6,358.00
IOWA LAW ENFORCEMENT ACADE	EDUCATION/TRAINING	300.00
IOWA LIVING MAGAZINE	PH LIVING MAGAZINE-AUG 2016	2,625.00
IOWA ONE CALL CORP	BURIED UTILITY LOCATE	120.20
IPERS-REGULAR	IPERS CONTRIBUTIONS	19,009.56
JASON EARL KLINKEFUS	WEED CONTROL	542.08
JIM'S JOHNS	KYBO RENTAL	378.00
KELLY GEORGE TURF & IRRIGA	BACKFLOW CERTIFICATIONS	2,205.85
KIRKWOOD COMMUNITY COLLEG	APPARATUS SIGNS	135.00
KNESS SIGNS	EVENT SIGNS	92.00
KOCH BROTHERS	COPIER MAINTENANCE	769.49
LARRY FLECK &SON TRUCKING	GRAVEL & HAULING-FIELD 3	1,781.94
MADELINE STURMS	OFFICE SUPPLIES	40.98
MEDIACOM	INTERNET ACCESS-LIBRARY	214.72
MENARDS-ALTOONA	WASP SPRAY	180.22
MERCY COLLEGE OF HEALTH SC	CONTINUING EDUCATION	10.00
MIDAMERICAN ENERGY CO	UTILITIES	16,991.18
MISCELLANEOUS VENDOR	PAUL BROWN:TRAVEL/CONFERENCE	320.10
NANCY BLOMQUIST	OPERATING SUPPLIES	26.77
NEW YORK LIFE INSURANCE	LIFE INSURANCE DEDUCTION	17.28
NORFOLK SOUTHERN RAILWAY C	LAND LEASE	330.09
O'REILLY AUTO PARTS	PARTS RETURN	314.21
OCLC, INC.	DATABASE ACCESS	36.30
P & P SMALL ENGINES	TRIMMER HEAD	24.99
PEOPLE WEEKLY	MAGAZINE	116.07
PETERS LAWN & LANDSCAPING	MOWING	2,559.32
PITNEY BOWES	MISCELLANEOUS CONTRACT	68.88
POLK COUNTY	ANNUAL USGS COST SHARE-4 MI CR	2,986.67
POLK COUNTY RECORDER	RECORD CEMETERY DEED	7.00
PORTER DO IT BEST	PUBLIC WORKS SUPPLIES	260.34
PRAXAIR DISTRIBUTING	OXYGEN SUPPLY	265.66
QUILL	OFFICE SUPPLIES	123.85
RACOM CORPORATION	RADIO EQUIPMENT	185.50
RECORDED BOOKS	BOOKS ON CD	63.00
RED WING SHOE STORE	WORK BOOTS	207.18
RELIANCE STANDARD	DENTAL PREMIUM PAYROLL DEDUCT	2,782.30
** TOTAL **	-City of Pleasant Hill	398,303.00

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

PAID ITEMS DATES : 9/14/2016 THRU 9/27/2016

PARTIALLY ITEMS DATES: 9/14/2016 THRU 9/27/2016

UNPAID ITEMS DATES :

FUND TOTALS

001	GENERAL	227,807.25
110	ROAD USE	26,666.15
301	CAPITAL PROJECTS	5,806.17
304	TIF CAPITAL PROJECTS	110,898.70
610	SEWER	23,057.81
699	EQUIPMENT REPLACEMENT	891.63
740	STORM WATER	3,175.29
GRAND TOTAL		398,303.00

CITY OF PLEASANT HILL
REVENUE PUBLICATION REPORT
AS OF: AUGUST 31ST, 2016

MONTHLY
REVENUE

GENERAL	196,922.86
ROAD USE	120,140.96
EMPLOYEE BENEFIT FUND	489.92
EMERGENCY FUND	69.42
INDUSTRIAL TIF DISTRICT	39.46
EAST URBAN RENEWAL TIF	89.83
LMI FUND	5.68
SPECIAL ASSESSMENT	0.07
URBAN RENEWAL CCRK TIF	3,422.72
FEDERAL PROCEEDS	5.44
AVENUE OF FLAGS T & A	0.24
P&R COMPLEX TRUST & AGNCY	2.99
LIBRARY TRUST & AGENCY	3.65
MEMORIAL TRUST & AGENCY	0.14
DEBT SERVICE	504.01
CAPITAL PROJECTS	359.95
WATER PARK PROJECT	0.00
TIF CAPITAL PROJECTS	389,337.21
PERPETUAL TRUST & AGENCY	79.36
WATER	159.47
SEWER	115,422.35
SEWER CONSTRUCTION FUND	0.00
SOLID WASTE	35,968.31
EQUIPMENT REPLACEMENT	65,580.02
STORM WATER	<u>20,056.01</u>
GRAND TOTAL REVENUES	948,660.07

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

% OF YEAR COMPLETED - 16.67

EXPENDITURES	CURRENT BUDGET	MONTHLY ACTUAL	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PUBLIC SAFETY					
=====					
POLICE DEPARTMENT	2,329,485	212,753.22	401,161.68	1,928,323.32	17.22
EMERGENCY FUND	0	0.00	0.00	0.00	0.00
EMERGENCY MANAGEMENT	13,350	138.60	258.36	13,091.64	1.94
FIRE DEPARTMENT	841,368	92,342.61	165,476.61	675,891.39	19.67
EMS/AMBULANCE	75,950	4,971.25	7,359.65	68,590.35	9.69
ANIMAL CONTROL	3,000	285.00	285.00	2,715.00	9.50
TOTAL PUBLIC SAFETY	3,263,153	310,490.68	574,541.30	2,688,611.70	17.61
PUBLIC WORKS					
=====					
ROADS, BRIDGES & SIDEWALK	987,528	50,256.85	214,989.37	772,538.63	21.77
STREET LIGHTING	138,000	10,204.91	20,546.76	117,453.24	14.89
TRAFFIC CONTROL	50,000	7,466.47	11,389.28	38,610.72	22.78
SNOW REMOVAL	65,000	66.00	566.00	64,434.00	0.87
STREET CLEANING	0	0.00	0.00	0.00	0.00
STORM SEWERS	0	0.00	0.00	0.00	0.00
ADMINISTRATIVE	0	0.00	0.00	0.00	0.00
TOTAL PUBLIC WORKS	1,240,528	67,994.23	247,491.41	993,036.59	19.95
HEALTH/SOCIAL SERVICES					
=====					
MOSQUITO CONTROL	11,600	0.00	7,023.44	4,576.56	60.55
TOTAL HEALTH/SOCIAL SERVICES	11,600	0.00	7,023.44	4,576.56	60.55
CULTURE/RECREATION					
=====					
LIBRARY	614,064	43,776.43	80,737.92	533,326.08	13.15
PARKS	281,780	26,793.63	50,621.29	231,158.71	17.96
RECREATION	183,866	18,963.76	25,678.25	158,187.75	13.97
CEMETERY	30,450	1,684.71	1,721.89	28,728.11	5.65
TOTAL CULTURE/RECREATION	1,110,160	91,218.53	158,759.35	951,400.65	14.30
COMMUNITY ECONOMIC DEVELOPMENT					
=====					
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	545,091	58,139.80	97,215.47	447,875.53	17.83
TOTAL COMMUNITY ECONOMIC DEVELOPMENT	600,236	58,139.80	97,215.47	503,020.53	16.20

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

% OF YEAR COMPLETED - 16.67

EXPENDITURES	CURRENT BUDGET	MONTHLY ACTUAL	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
GENERAL GOVERNMENT					
=====					
MAYOR	10,510	554.23	1,011.38	9,498.62	9.62
COUNCIL	98,050	43,707.09	45,146.62	52,903.38	46.04
CLERK, TREASURER, ADMIN.	390,963	24,764.04	51,264.32	339,698.68	13.11
ELECTIONS	0	0.00	0.00	0.00	0.00
LEGAL SERVICES/CITY ATTY	145,000	11,001.53	17,408.09	127,591.91	12.01
CITY HALL & BUILDINGS	272,138	29,575.05	43,620.18	228,517.82	16.03
UTILITY FRANCHISE	90,000	15,497.09	28,922.74	61,077.26	32.14
IT	125,500	15,707.25	35,476.01	90,023.99	28.27
TOTAL GENERAL GOVERNMENT	1,132,161	140,806.28	222,849.34	909,311.66	19.68
DEBT SERVICE					
=====					
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	0.00	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
TOTAL DEBT SERVICE	746,446	0.00	22,376.23	724,070.02	3.00
CAPITAL PROJECTS					
=====					
CAPITAL PROJECTS	17,539,000	221,890.70	437,943.23	17,101,056.77	2.50
TOTAL CAPITAL PROJECTS	17,539,000	221,890.70	437,943.23	17,101,056.77	2.50
BUSINESS TYPE ACTIVITIES					
=====					
WATER ADMINISTRATION	350,000	0.00	0.00	350,000.00	0.00
SEWER DEPARTMENT	1,408,106	133,235.12	373,707.09	1,034,398.91	26.54
SOLID WASTE DEPARTMENT	424,750	34,454.07	69,003.51	355,746.49	16.25
EQUIPMENT REPLACEMENT	300,500	197,315.77	231,478.77	69,021.23	77.03
STORM WATER	188,500	3,130.71	9,054.50	179,445.50	4.80
TOTAL BUSINESS TYPE ACTIVITIES	2,671,856	368,135.67	683,243.87	1,988,612.13	25.57

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

% OF YEAR COMPLETED - 16.67

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	28,315,140	1,258,675.89	2,451,443.64	25,863,696.61	8.66
	=====	=====	=====	=====	=====

TREASURER'S REPORT
CITY OF PLEASANT HILL
8/31/2016

FUND	BALANCE MONTH BEGINNING	REVENUE	EXPENSES	BALANCE MONTH ENDING
001-1110 Cash	2,825,108.34	197,387.68	618,801.53	2,403,694.49
001-1112 Money Market	5,032.10	0.23		5,032.33
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	691,044.94	120,140.96	50,321.39	760,864.51
112-1110 Cash-Employee Benefits	4,284.52	489.92	4,284.52	489.92
119-1110 Emergency Fund	542.99	69.42	542.99	69.42
125-1110 Industrial TIF District	28,706.40	39.46		28,745.86
126-1110 East Urban Renewal TIF	48,023.38	89.83		48,113.21
127-1110 LMI Fund	53,262.04	5.68		53,267.72
130-1110 Special Assessment	641.06	0.07		641.13
145-1110 Urban Renewal CCRK TIF	44,831.55	3,422.72		48,254.27
177-1110 Drug Forfeitures	52,614.67	5.44		52,620.11
180-1110 Avenue of Flags	2,283.04	0.24		2,283.28
182-1110 Park/Rec	2,900.05	2.99		2,903.04
182-1150 Park/Rec Investments	25,267.78	-		25,267.78
183-1110 Library	26,774.41	3.65		26,778.06
183-1150 Library Investments	7,488.32			7,488.32
184-1110 Memorial	1,280.99	0.14		1,281.13
200-1110 Debt Service	(16,017.73)	504.01		(15,513.72)
301-1110 CIP Projects Fund	1,955,890.97	359.95	113,105.30	1,843,145.62
301-1150 CIP Projects Investments	1,017,207.41			1,017,207.41
304-1110 TIF CIP Projects Fund	2,966,218.11	389,337.21	108,785.40	3,246,769.92
500-1110 Cemetery	30,974.56	79.36		31,053.92
500-1150 Cemetery Investments	39,821.37			39,821.37
600-1110 Water	2,280,490.52	159.47	2.54	2,280,647.45
600-1150 Investments	109,567.58			109,567.58
600-1170 Meter Deposits	23,804.83	2.54		23,807.37
610-1110 Sewer	1,851,600.91	114,296.79	132,103.72	1,833,793.98
670-1110 Garbage/Recycling	91,328.96	33,717.18	32,202.94	92,843.20
699-1110 Equipment Replacement	325,462.65	65,580.02	197,315.77	193,726.90
740-1110 Storm Water	126,648.50	18,930.45	2,005.15	143,573.80
TOTAL	14,686,491.57	944,625.41	1,259,471.25	14,371,645.73

City Clerk/Finance Director

City Manager

PLEASANT HILL PARK & RECREATION COMMISSION

September 8, 2016

1. CALL TO ORDER/ROLL CALL

Chair Loren Lown called the regular meeting of the Pleasant Hill Park and Recreation Commission to order at 6:00 p.m. Present: Gary Denning, Matthew Keller, Loren Lown, Olivia Smith, Penny Thomsen and Matthew Will. Absent: Anne Johns.

2. APPROVAL OF AGENDA

DENNY/THOMSEN moved to approve the agenda. Ayes: Unanimous. Nays: None. Motion carried.

3. APPROVAL OF MINUTES OF July 14, 2016 REGULAR MEETING

DENNING/SMITH moved to approve the minutes. Ayes: Unanimous. Nays: None. Motion carried.

4. TIME TO ADDRESS THE COMMISSION (5 MINUTE LIMIT)

Nora Schatzberg was present to discuss the upcoming Art on The Lake event that is being held Saturday, September 17, 2016 at Copper Creek Lake Park. The event is from 11 a.m. – 5:00 p.m. with approximately 28-30 artists in attendance. This is an opportunity for the public to meet, interact and purchase from local artists. There are two bands scheduled, 12:30-2:30 and 3:00-5:00 p.m. There will also be food for purchase during the event. Lots of kids' activities as well as demonstrations by artists are planned. It is hoped that this will become an annual event that will grow over time. Everyone is encouraged to attend.

5. NEW BUSINESS

a. Nomination & Election of Chair – DENNING/THOMSEN moved to nominate Loren Lown as Chair for the coming year. Ayes: Unanimous. Nays: None. Motion carried.

b. Nomination & Election of Vice-Chair – LOWN/DENNING moved to nominate Olivia Smith as Vice-Chair for the coming year. Ayes: Unanimous. Nays: None. Motion carried.

c. Review and Recommendation-Pleasant Hill Little League Request for Reduced Shelter Rate at Doanes Park - The Pleasant Hill Little League currently uses the Doanes Park baseball fields for all of their homes games from April 1 through July 15. Due to an increase in participation over the last three years the League needs to use those facilities on Saturdays from 8AM to 3:30PM. By increasing the number of games on Saturdays parking near the main shelter becomes very challenging to the groups that reserve the shelter on Saturday mornings. The League has offered to reserve the shelter from 8AM to 3:30PM to alleviate some of the parking congestion. Discussion followed regarding rates for rentals after 3:30 p.m. and if this will affect the number of rentals during this period and the reduced income from the rentals. THOMSEN/KELLER moved to not approve the reduced rate and keep the rate at the \$35.00 for the Little League. Ayes: Unanimous. Nays: None. Motion carried.

6. REPORTS

a. Community Park Plan Update – The Confluence representatives, Mayor Kurovski and SEP representatives have met to review the conceptual design and plan to bring it forward to the Southeast Polk School Board. The planning for the budget for the next fiscal year begins in October and Confluence is planning to present the conceptual design as well as general

recommendations on how to move forward with CIP budget priorities. The Park & Rec Commission will likely have the plans at the next meeting; they will be included in the packet for that meeting. After it is presented to Park & Rec, it will be sent to Plan & Zoning for recommendation to the City Council for approval. Chair Lown asked that the conceptual plan be sent to commissioners prior to the agenda packet to allow for more time to review before the next meeting.

b. Baseball Field #3 Improvement Update – Work started recently on the field renovation. The field is being redone to serve as a conversion field. The contractor plans to start work on replacing the fence around Sept. 19 as well as the concrete at the commons area and the road to the garage. The drinking fountains will be installed this year but won't be operational until next year.

8. FUTURE AGENDA ITEMS/COMMISSIONERS' COMMENTS

a. Chair Lown suggested that a picnic be planned for commissioners and their families at one of the parks. He will look at setting a date.

b. Commissioner Denning asked about the feasibility of having a collapsible curtain at the main shelter in Doanes Park to block wind and rain. Commissioner Keller will forward some information to Rick Courcier regarding this.

c. Commissioner Smith reported on activities of the Trails and Greenway Advisory Committee. At this time they are working on recognition of volunteers. There are a lot of trails being planned with new connections being planned for the Pleasant Hill area.

d. The Youngstown Trail ribbon cutting is planned for September 15. The grant application has been submitted for the second phase of the trail.

e. Commissioner Will commented on the work on the new parking area at the trail on Scott Ave. This is a great improvement.

f. The Des Moines River plan is still being presented to affected communities. Once the final plan is approved by the MPO it will be brought back to communities to request help with funding for engineers, etc. and to prioritize projects.

g. The Four-Mile Creek Watershed Committee is working on a master plan for the area between I80 and the Des Moines River. They are assembling a base map which will be posted on the website for review/recommendations.

9. ADJOURNMENT

SMITH/DENNING moved to adjourn. Ayes: Unanimous. Nays: None. Motion carried. Meeting adjourned at 6:50 p.m.

- NEXT SCHEDULED MEETING – October 13, 2016

Cindy Konrad
Recording Secretary



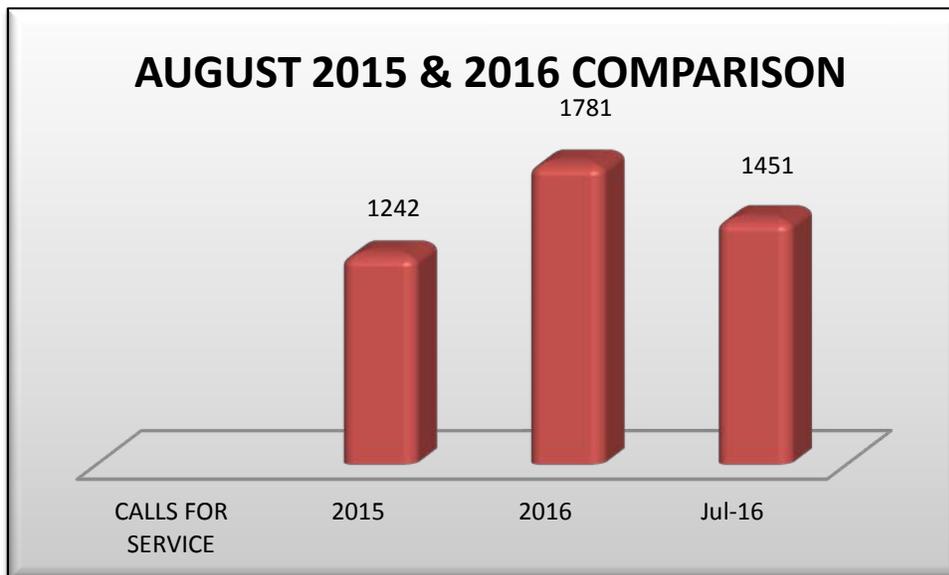
PLEASANT HILL POLICE DEPARTMENT



AUGUST 2016 MONTHLY REPORT

Calls for Service

August 2016 continues the ongoing trend for a level of increased calls for service for the Police Department. A quick comparison between the months of August 2015 and August 2016 illustrate another sharp increase of 539 calls for service or 30 %. August 2016 illustrates an increase from the previous month of July 2016 with an additional 330 calls for service.

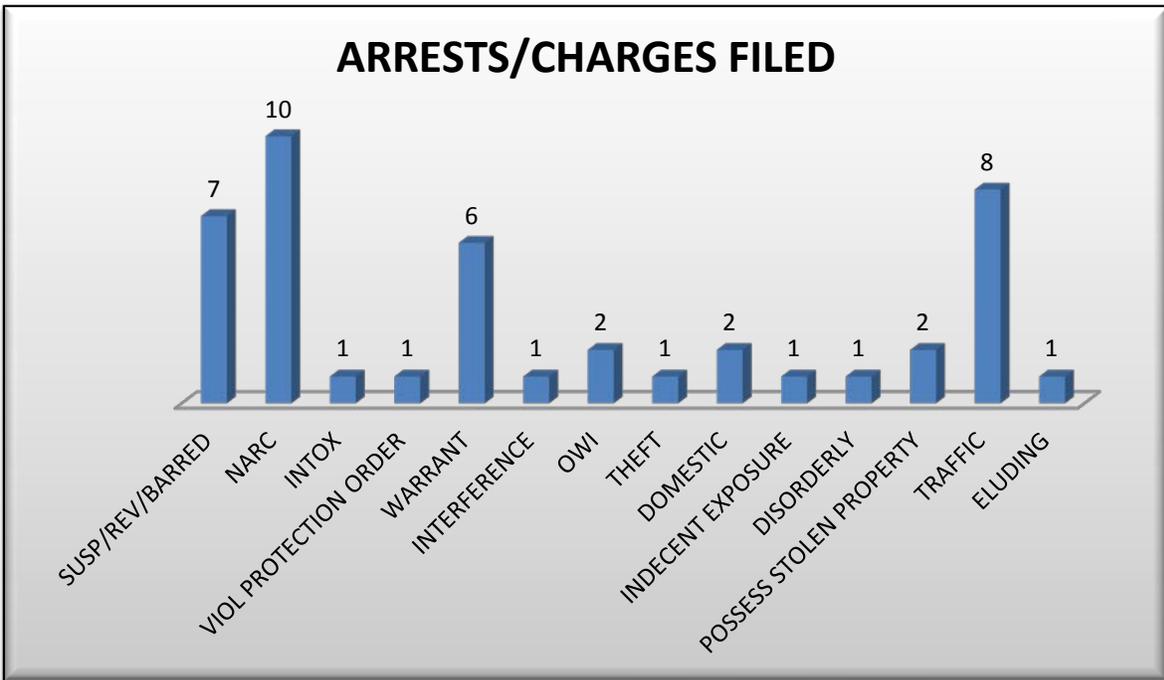


Arrest/Criminal Charges

July arrest information was retrieved from the Tracs reporting system.

The number of adults arrested in August 2016 was 29. The number of charges filed on adult offenders for July was 43. This includes warrant arrests made by Officers.

Narcotics related offenses continue to remain among the highest chargeable offenses.

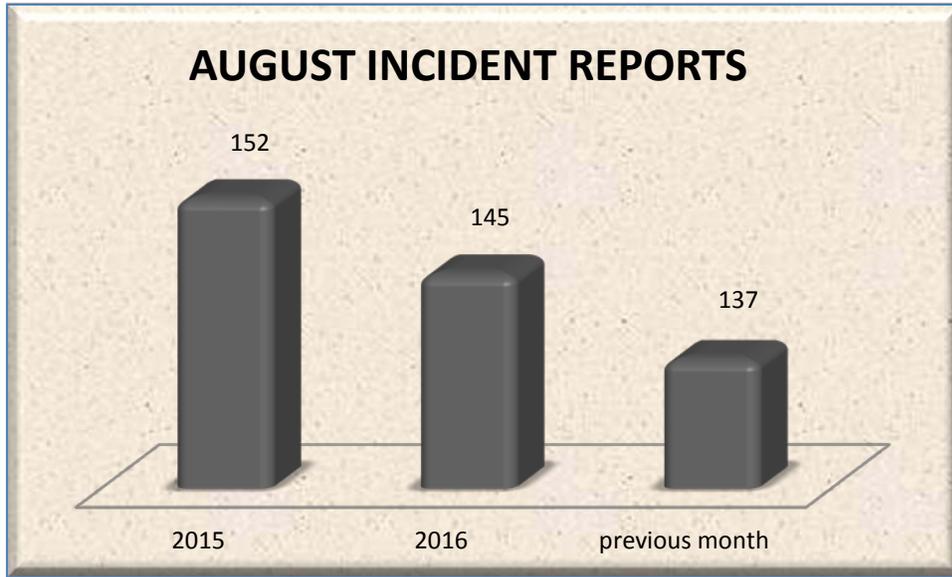


Trends

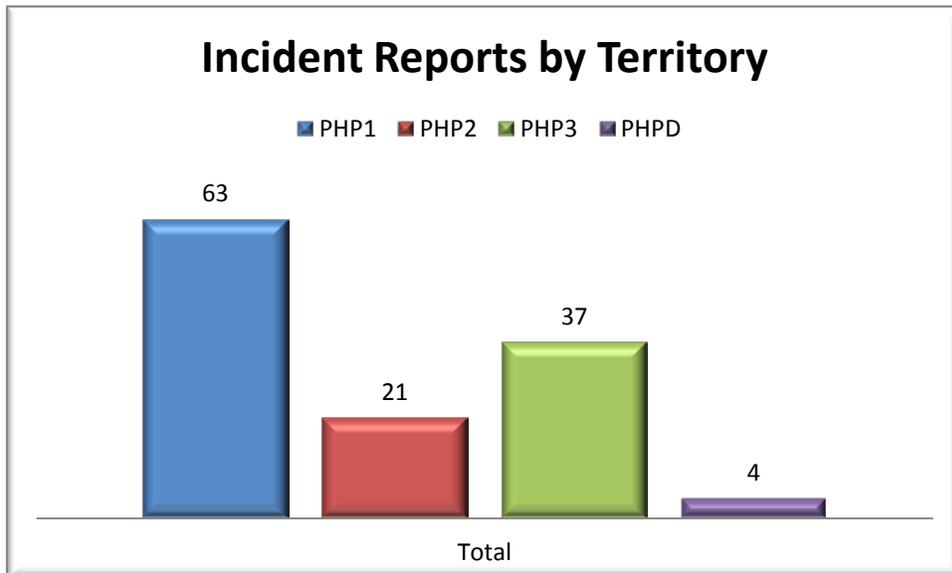
Trends continually indicate that narcotics related offenses are the most significant charge within the City on a continual basis.

Incident Reports

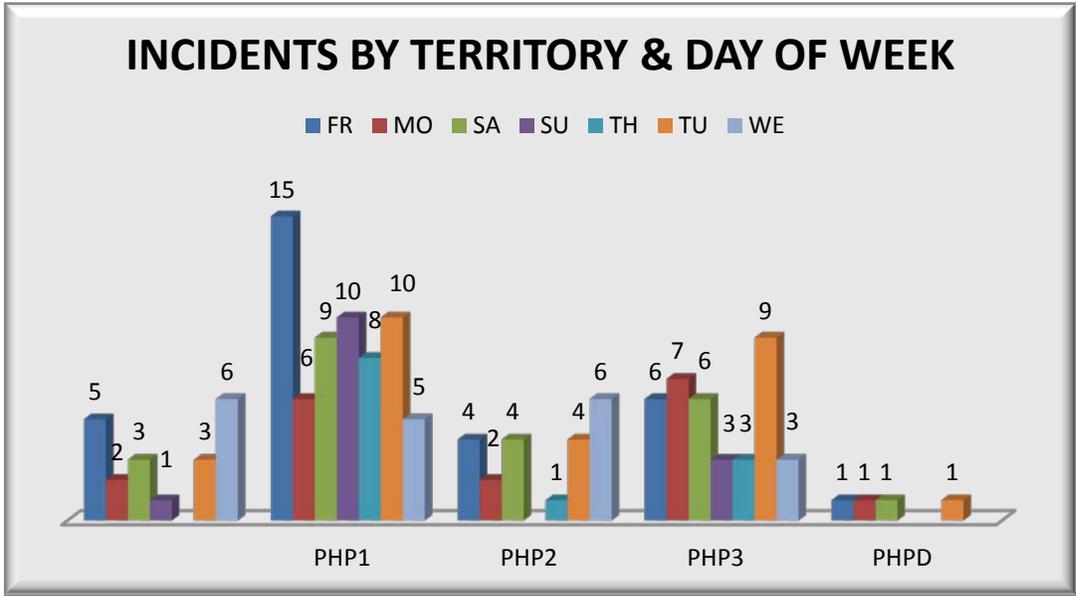
Incident Reports reflect the number of cases that are filed by the Police Department. In August 2016, 145 cases were filed. This does show a decrease in the number of reports filed as August 2015 from 152. However, this does represent a slight increase from the previous month of 137.



Incidents According to Territory

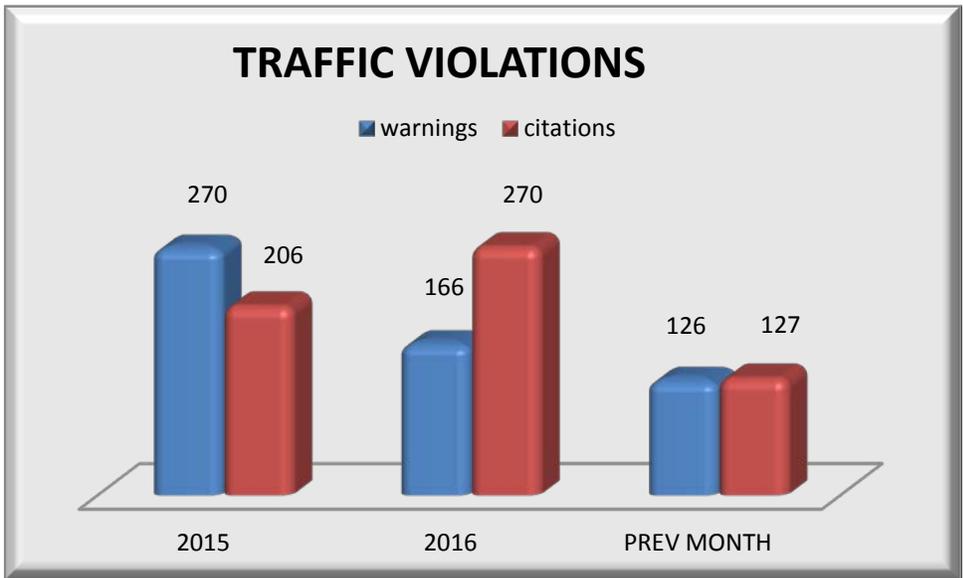


*there were additional incidents that were not designated to a territory.



*Some data is outside of these territory designations.

Traffic Enforcement

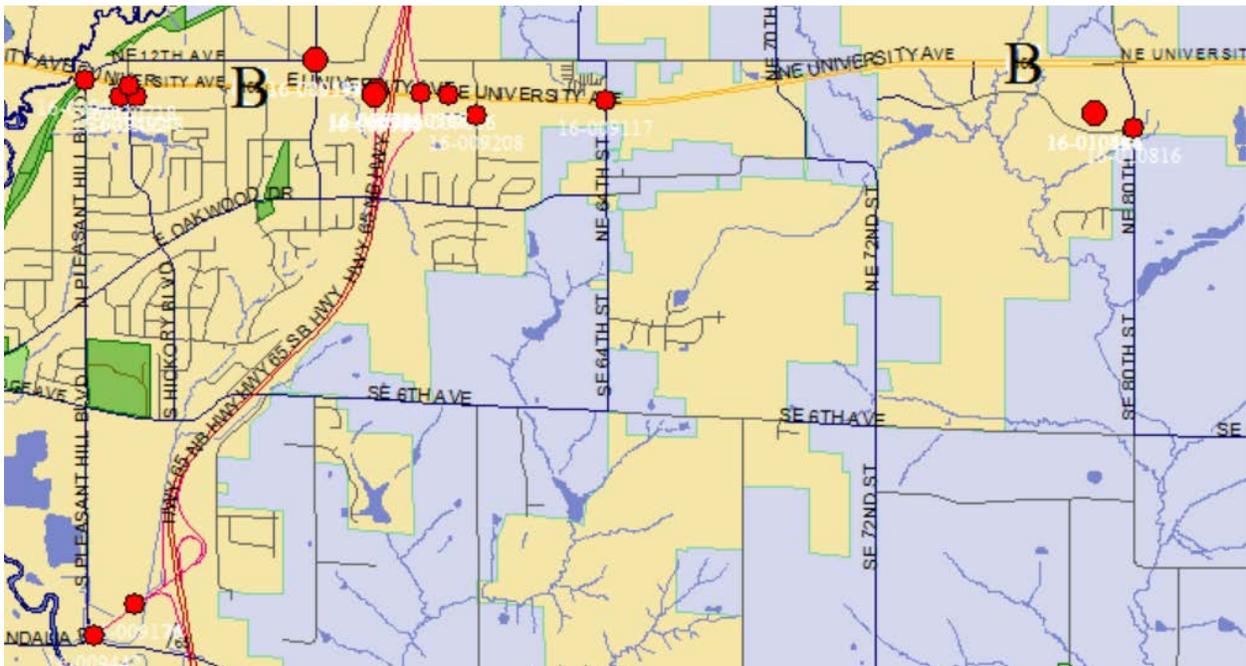


Accidents

In August 2016, Officers took 24 accident reports. This is higher than the number of accident reports as July 2016 of 19.

Accident Mapping

Accidents continue to occur along the highways, particularly along highway 163, through the City. Efforts continue to educate and enforce traffic safety along this and other areas in the community. The map below indicates the locations of accidents in August 2016.



Investigations

Detective was assigned 14 new cases in August 2016.

*Cases were being assigned to Officer Choat (3) and Officer Dakovich (12) during the month of August due to Detective Zimmerman being out for training during a significant portion of the month.

Closed -11 (some of these may include arrests as well)

Still under investigation or being utilized for intelligence – 3

Training received – 1 week Level 2 Hostage Negotiations training. End of July - completed 3 days of ICAC Bit Torrent Online Investigations. 2 weeks - Homicide Investigations.

School Resource Officer Report

Due to the school year beginning on August 23rd, no data was collected for the month. The data for these first 2 weeks will be compiled into the September SRO report to reflect the beginning of the year report.

RESOLUTION #092716-02

BE IT RESOLVED by the City Council for the City of Pleasant Hill, Iowa, that,

WHEREAS, it is necessary for the City of Pleasant Hill to have a legally enforceable agreement with its City Manager, Don Sandor, and

WHEREAS, certain matters have arisen as Don Sandor begins to prepare for his retirement within one year that are beyond the control of Don Sandor and the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Pleasant Hill, Iowa, that all requirements of residency within any agreement between the City and Don Sandor are hereby removed, considered null and void or otherwise waived from the date of this Resolution until June 30, 2017 unless further agreed to by all parties.

ADOPTED this 27th day of September, 2016

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/ Finance Director



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: SEPTEMBER 27, 2016

TO: MAYOR & CITY COUNCIL

FROM: J. BENJAMIN CHAMP, AICP, EDFP, ASLA
ASSISTANT CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: NE 75TH STREET IMPROVEMENTS PROJECT
PAYMENT APPLICATION NO. 8

BACKGROUND:

The City Engineer has developed the plans and specifications for the NE 75th Street Improvements Project. The project has been awarded to McAninch Corporation and work is underway. The contractor has submitted the attached Payment Application No. 8 for the project and the attached communication from the City Engineer, Snyder and Associates, provides a recommendation for approval of the payment application.

ALTERNATIVES:

Not approve the payment application. However, the work is part of an approved contract and the work has been performed.

FINANCIAL CONSIDERATIONS:

Project funds are available.

RECOMMENDATION:

Approve the attached resolution for the 75th Street Improvements Project.

RESOLUTION #092716-03

A RESOLUTION APPROVING PAYMENT APPLICATION NO. 8 FOR THE NE 75th STREET IMPROVEMENTS PROJECT

WHEREAS, the Pleasant Hill City Council has hired McAninch Corporation to complete the NE 75th Street Improvements Project; and

WHEREAS, McAninch Corporation has submitted the attached Payment Application No. 8 in the amount of \$95,375.77.

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

ADOPTED this 27th day of September, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/ Finance Director



September 21, 2016

Mr. Ben Champ
City of Pleasant Hill
5160 Maple Drive
Pleasant Hill, IA 50327

RE: PARTIAL PAYMENT APPLICATION NO. 8
NE 75TH STREET IMPROVEMENTS
PROJECT NO. 113.0493

Dear Mr. Champ:

Partial payment no. 8 includes work complete between June 1, 2016 and September 16, 2016. The contractor has completed all paving, backfill, finish grading and permanent seeding and continued maintenance of erosion control items. Trees will be planted in late September or early October. Once permanent seeding is established erosion control measures can be removed, which will complete construction.

We recommend payment of \$95,375.77 to the Contractor, McAninch Corporation, for work completed through September 16, 2016. Approximately 97% of the total contract work has been completed.

Please contact me should you have any questions on this pay application. We will be in attendance at the September 27, 2016 council meeting to answer any questions regarding this partial payment.

Sincerely,

SNYDER & ASSOCIATES, INC.

Nathan E. Carhoff, P.E.
Project Engineer

Enclosures

CC: Eric Cannon, P.E., Snyder & Associates, Inc.

APPLICATION FOR PARTIAL PAYMENT NO. 8

PROJECT: NE 75th Street Improvements
OWNER: City of Pleasant Hill
CONTRACTOR: McAninch Corporation
ADDRESS: 4001 Delaware Avenue, Des Moines, IA 50313
DATE: September 20, 2016

S&A PROJECT NO.: 113.0493

PAYMENT PERIOD: June 1, 2016 to
September 16, 2016

1. CONTRACT SUMMARY:

Original Contract Amount:	\$1,687,175.73	CONTRACT PERIOD:
Net Change by Change Order:	<u>-\$1,426.25</u>	Original Contract Date: June 9, 2015
Contract Amount to Date:	\$1,685,749.48	Contract Completion Date: May 31, 2016

2. WORK SUMMARY:

Total Work Performed to Date:	\$1,643,164.70
Retainage: 5%	<u>\$82,158.24</u>
Total Earned Less Retainage:	\$1,561,006.46
Less Previous Applications for Payment:	<u>\$1,465,630.69</u>
AMOUNT DUE THIS APPLICATION:	<u><u>\$95,375.77</u></u>

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 Partial Payments.

(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.

McAninch Corporation

CONTRACTOR

By

John C. Poyler

DATE:

9-20-16

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By

Nathan Corbett

DATE:

9/20/16

5. OWNER'S APPROVAL

City of Pleasant Hill

OWNER

By

DATE:

6. DETAILED ESTIMATE OF WORK COMPLETED:

No.	DESCRIPTION	CONTRACT ITEMS						COMPLETED WORK					
				Division 1 RISE Eligible		Division 2 Non-RISE Eligible		Division 1 RISE Eligible			Division 2 Non-RISE Eligible		
		UNIT	UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	CO #	COST	QUANTITY	CO #	COST
1	CLEARING AND GRUBBING (TREES)	UNIT	\$ 89.25	104.4	\$ 9,317.70	-	\$ 0.00	104.4	\$ 9,317.70	-	\$ 0.00		
2	CLEARING AND GRUBBING (ROW CROPS)	UNIT	\$ 3.29	100.6	\$ 330.97	324.1	\$ 1,066.29	100.6	\$ 330.97	324.1	\$ 1,066.29		
3	CLEARING AND GRUBBING	ACRE	\$10,500.00	0.3	\$ 3,150.00	0.1	\$ 1,050.00	0.3	\$ 3,150.00	0.1	\$ 1,050.00		
4	TOPSOIL, ON-SITE	CY	\$ 4.89	3,163	\$ 15,467.07	5,667	\$ 27,711.63	3,163	\$ 15,467.07	5,667	\$ 27,711.63		
5	EXCAVATION, CLASS 10	CY	\$ 5.04	16,576	\$ 83,543.04	4,144	\$ 20,885.76	16,576	\$ 83,543.04	4,144	\$ 20,885.76		
6	BELOW GRADE EXCAVATION (CORE OUT)	CY	\$ 12.00	500	\$ 6,000.00	-	\$ 0.00	-	\$ -	-	\$ 0.00		
7	SUBGRADE TREATMENT (CLASS C FLY ASH)	SY	\$ 13.00	500	\$ 6,500.00	-	\$ 0.00	-	\$ -	-	\$ 0.00		
8	SUBGRADE TREATMENT (GEOGRID, TYPE 1)	SY	\$ 5.00	500	\$ 2,500.00	-	\$ 0.00	-	\$ -	-	\$ 0.00		
9	SUBGRADE PREPARATION	SY	\$ 4.57	8,741	\$ 39,946.37	2,516	\$ 11,498.12	8,741	\$ 39,946.37	2,516	\$ 11,498.12		
10	SUBBASE, 8" MODIFIED	CY	\$ 54.50	1,942	\$ 105,839.00	385	\$ 20,982.50	1,942	\$ 105,839.00	385	\$ 20,982.50		
11	SUBBASE, SPECIAL BACKFILL	CY	\$ 62.00	123	\$ 7,626.00	-	\$ 0.00	123	\$ 7,626.00	-	\$ 0.00		
12	REMOVAL OF KNOWN PIPE CULVERT, CMP, 15"	LF	\$ 19.00	-	\$ -	57	\$ 1,083.00	-	\$ -	57	\$ 1,083.00		
13	REMOVAL OF KNOWN PIPE CULVERT, CMP, 18"	LF	\$ 21.00	43	\$ 903.00	-	\$ 0.00	43	\$ 903.00	-	\$ 0.00		
14	REMOVAL OF KNOWN PIPE AND CONDUIT, DIP, 10"	LF	\$ 36.00	-	\$ -	303	\$ 10,908.00	-	\$ -	303	\$ 10,908.00		
15	REMOVAL OF KNOWN PIPE AND CONDUIT, DIP, 12"	LF	\$ 44.00	-	\$ -	30	\$ 1,320.00	-	\$ -	30	\$ 1,320.00		
16	COMPACTION TESTING	LS	\$ 4,200.00	0.9	\$ 3,780.00	0.1	\$ 420.00	0.90	\$ 3,780.00	0.10	\$ 420.00		
17	GRANULAR SHOULDERS	TON	\$ 43.50	159.3	\$ 6,929.55	-	\$ 0.00	159.3	\$ 6,929.55	-	\$ 0.00		
18	EARTH SHOULDER CONSTRUCTION	STA	\$ 432.00	7.3	\$ 3,153.60	-	\$ 0.00	7.3	\$ 3,153.60	-	\$ 0.00		
19	TRENCH COMPACTION TESTING	LS	\$ 3,675.00	1	\$ 3,675.00	-	\$ 0.00	1.00	\$ 3,675.00	-	\$ 0.00		
20	STORM SEWER, TRENCHED, RCP, 18"	LF	\$ 77.00	308	\$ 23,716.00	-	\$ 0.00	308	\$ 23,716.00	-	\$ 0.00		
21	STORM SEWER, TRENCHED, RCP, 18", REMOVE AND RESET EXISTING PIPE	LF	\$ 99.00	148	\$ 14,652.00	-	\$ 0.00	148	\$ 14,652.00	-	\$ 0.00		
22	STORM SEWER, TRENCHED, RCP, 24"	LF	\$ 103.00	394	\$ 40,582.00	-	\$ 0.00	394	\$ 40,582.00	-	\$ 0.00		
23	STORM SEWER, TRENCHED, RCP, 36"	LF	\$ 160.00	784	\$ 125,440.00	-	\$ 0.00	784	\$ 125,440.00	-	\$ 0.00		
24	PIPE APRON, RCP, 15"	EACH	\$ 1,332.00	1	\$ 1,332.00	-	\$ 0.00	1	\$ 1,332.00	-	\$ 0.00		
25	PIPE APRON, RCP, 18", REMOVE AND RESET	EACH	\$ 2,038.00	1	\$ 2,038.00	-	\$ 0.00	1	\$ 2,038.00	-	\$ 0.00		
26	PIPE APRON, RCP, 24"	EACH	\$ 1,744.00	1	\$ 1,744.00	-	\$ 0.00	1	\$ 1,744.00	-	\$ 0.00		
27	PIPE APRON, RCP, 36"	EACH	\$ 2,516.00	1	\$ 2,516.00	-	\$ 0.00	1	\$ 2,516.00	-	\$ 0.00		
28	FOOTING FOR CONCRETE PIPE APRON, RCP, 15"	EACH	\$ 131.00	1	\$ 131.00	-	\$ 0.00	1	\$ 131.00	-	\$ 0.00		
29	FOOTING FOR CONCRETE PIPE APRON, RCP, 18"	EACH	\$ 157.00	1	\$ 157.00	-	\$ 0.00	1	\$ 157.00	-	\$ 0.00		
30	FOOTING FOR CONCRETE PIPE APRON, RCP, 24"	EACH	\$ 190.00	1	\$ 190.00	-	\$ 0.00	1	\$ 190.00	-	\$ 0.00		
31	FOOTING FOR CONCRETE PIPE APRON, RCP, 36"	EACH	\$ 262.00	1	\$ 262.00	-	\$ 0.00	1	\$ 262.00	-	\$ 0.00		
32	SUBDRAIN, PERFORATED TYPE 1, 4"	LF	\$ 12.00	2,861	\$ 34,332.00	-	\$ 0.00	2,861	\$ 34,332.00	-	\$ 0.00		
33	SUBDRAIN OUTLETS AND CONNECTIONS, TYPE DR-303	EACH	\$ 395.00	16	\$ 6,320.00	-	\$ 0.00	16	\$ 6,320.00	-	\$ 0.00		
34	SUBDRAIN OUTLETS AND CONNECTIONS, TYPE DR-304	EACH	\$ 500.00	4	\$ 2,000.00	-	\$ 0.00	4	\$ 2,000.00	-	\$ 0.00		
35	WATER MAIN, TRENCHED, C900 PVC, 12"	LF	\$ 37.00	-	\$ -	1,448	\$ 53,576.00	-	\$ -	1,448	\$ 53,576.00		
36	FITTING, MJ REDUCER, 12"x10"	EACH	\$ 425.00	-	\$ -	4	\$ 1,700.00	-	\$ -	4	\$ 1,700.00		
37	FITTING, MJ SLEEVE, 12"	EACH	\$ 1,168.00	-	\$ -	1	\$ 1,168.00	-	\$ -	1	\$ 1,168.00		
38	FITTING, 22.5 DEGREE BEND, 12"	EACH	\$ 435.00	-	\$ -	2	\$ 870.00	-	\$ -	2	\$ 870.00		
39	FITTING, 45 DEGREE BEND, 12"	EACH	\$ 685.00	-	\$ -	10	\$ 6,850.00	-	\$ -	10	\$ 6,850.00		
40	FITTING, TEE, 12"x12"	EACH	\$ 1,760.00	-	\$ -	5	\$ 8,800.00	-	\$ -	5	\$ 8,800.00		
41	VALVE, GATE, 12"	EACH	\$ 2,177.00	-	\$ -	4	\$ 8,708.00	-	\$ -	4	\$ 8,708.00		
42	FIRE HYDRANT ASSEMBLY	EACH	\$ 4,315.00	-	\$ -	6	\$ 25,890.00	-	\$ -	6	\$ 25,890.00		
43	MANHOLE, SW-401, 48"	EACH	\$ 2,490.00	3	\$ 7,470.00	-	\$ 0.00	3.00	\$ 7,470.00	-	\$ 0.00		
44	MANHOLE, SW-401, 60"	EACH	\$ 4,300.00	2	\$ 8,600.00	-	\$ 0.00	2.00	\$ 8,600.00	-	\$ 0.00		
45	MANHOLE, SW-401, 72"	EACH	\$ 4,800.00	1	\$ 4,800.00	-	\$ 0.00	1.00	\$ 4,800.00	-	\$ 0.00		
46	MANHOLE, SW-401, 84"	EACH	\$ 6,100.00	1	\$ 6,100.00	-	\$ 0.00	1.00	\$ 6,100.00	-	\$ 0.00		
47	INTAKE, SW-501	EACH	\$ 2,282.00	4	\$ 9,128.00	-	\$ 0.00	4.00	\$ 9,128.00	-	\$ 0.00		
48	INTAKE, SW-505	EACH	\$ 3,371.00	3	\$ 10,113.00	-	\$ 0.00	3.00	\$ 10,113.00	-	\$ 0.00		
49	INTAKE, SW-506	EACH	\$ 8,400.00	1	\$ 8,400.00	-	\$ 0.00	1.00	\$ 8,400.00	-	\$ 0.00		
50	INTAKE, SW-507	EACH	\$ 3,100.00	1	\$ 3,100.00	-	\$ 0.00	1.00	\$ 3,100.00	-	\$ 0.00		
51	PAVEMENT, PCC, 9"	SY	\$ 60.85	7,481	\$ 455,218.85	1,733	\$ 105,453.05	7,481	\$ 455,218.85	1,733	\$ 105,453.05		
52	CONCRETE MEDIAN, 4"	SY	\$ 91.40	244	\$ 22,301.60	-	\$ 0.00	244	\$ 22,301.60	-	\$ 0.00		
53	PCC PAVEMENT SAMPLES AND TESTING	LS	\$ 9,975.00	0.9	\$ 8,977.50	0.1	\$ 997.50	0.90	\$ 8,977.50	0.10	\$ 997.50		
54	DRIVEWAY, PAVED, HMA, 6"	SY	\$ 44.80	-	\$ -	639	\$ 28,627.20	-	\$ -	639	\$ 28,627.20		
55	PAVEMENT REMOVAL	SY	\$ 16.45	437.9	\$ 7,203.46	371.4	\$ 6,109.53	437.9	\$ 7,203.46	371.4	\$ 6,109.53		
56	TRAFFIC SIGNAL	LS	\$ 95,000.00	1	\$ 95,000.00	-	\$ 0.00	1	\$ 95,000.00	-	\$ 0.00		
57	CONVENTIONAL SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	ACRE	\$ 1,575.00	2.4	\$ 3,780.00	0.4	\$ 630.00	2.4	\$ 3,780.00	0.4	\$ 630.00		
58	CONVENTIONAL SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 4	ACRE	\$ 787.50	5.8	\$ 4,567.50	0.9	\$ 708.75	5.8	\$ 4,567.50	0.9	\$ 708.75		
59	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	ACRE	\$ 2,310.00	2.3	\$ 5,313.00	0.5	\$ 1,155.00	2.3	\$ 5,313.00	0.5	\$ 1,155.00		
60	WARRANTY	LS	\$ 3,150.00	0.9	\$ 2,835.00	0.1	\$ 315.00	-	\$ -	-	\$ 0.00		
61	PLANTS WITH WARRANTY, DECIDUOUS TREE	EACH	\$ 409.50	-	\$ -	27	\$ 11,056.50	-	\$ -	-	\$ 0.00		
62	TREE DRAINAGE WELLS	EACH	\$ 210.00	-	\$ -	27	\$ 5,670.00	-	\$ -	-	\$ 0.00		
63	SWPPP MANAGEMENT AND INSPECTIONS	LS	\$ 5,040.00	1	\$ 5,040.00	-	\$ 0.00	1	\$ 5,040.00	-	\$ 0.00		
64	FILTER SOCKS, 9"	LF	\$ 1.84	1,848	\$ 3,400.32	-	\$ 0.00	1,475	\$ 2,714.00	-	\$ 0.00		
65	FILTER SOCKS, REMOVAL	LF	\$ 0.26	1,848	\$ 480.48	-	\$ 0.00	150	\$ 39.00	-	\$ 0.00		
66	TEMPORARY RECP, TYPE 2	SY	\$ 3.68	200	\$ 736.00	-	\$ 0.00	200	\$ 736.00	-	\$ 0.00		
67	RIP RAP, CLASS D	TON	\$ 70.00	29	\$ 2,030.00	-	\$ 0.00	29	\$ 2,030.00	-	\$ 0.00		
68	SILT FENCE OR SILT FENCE DITCH CHECK	LF	\$ 1.84	2,240	\$ 4,121.60	-	\$ 0.00	2,228	\$ 4,099.52	-	\$ 0.00		
69	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	\$ 1.05	2,240	\$ 2,352.00	-	\$ 0.00	400	\$ 420.00	-	\$ 0.00		
70	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	\$ 0.26	2,240	\$ 582.40	-	\$ 0.00	1,100	\$ 286.00	-	\$ 0.00		
71	STABILIZED CONSTRUCTION ENTRANCE	SY	\$ 16.00	345	\$ 5,520.00	-	\$ 0.00	140	\$ 2,240.00	-	\$ 0.00		
72	INLET PROTECTION DEVICE, TYPE B	EACH	\$ 183.75	12	\$ 2,205.00	-	\$ 0.00	12	\$ 2,205.00	-	\$ 0.00		
73	INLET PROTECTION DEVICE MAINTENANCE	EACH	\$ 52.50	12	\$ 630.00	-	\$ 0.00	-	\$ -	-	\$ 0.00		
74	REMOVAL OF FENCE	LF	\$ 7.35	272	\$ 1,999.20	-	\$ 0.00	272	\$ 1,999.20	-	\$ 0.00		
75	PERMANENT ROAD CLOSURE, URBAN	EACH	\$ 455.00	3	\$ 1,365.00	-	\$ 0.00	3	\$ 1,365.00	-	\$ 0.00		
76	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT BASED	STA	\$ 22.25	44.66	\$ 993.69	-	\$ 0.00	44.66	\$ 993.69	-	\$ 0.00		
77	PAVEMENT MARKING SYMBOLS, WATERBORNE OR SOLVENT BASED	EACH	\$ 89.00	8	\$ 712.00	3	\$ 267.00	8	\$ 712.00	3	\$ 267.00		
78	SIGNING	LS	\$ 2,100.00	1	\$ 2,100.00	-	\$ 0.00	0.8	\$ 1,680.00	-	\$ 0.00		
79	TRAFFIC CONTROL	LS	\$ 8,000.00	1	\$ 8,000.00	-	\$ 0.00	1	\$ 8,000.00	-	\$ 0.00		
80	MOBILIZATION	LS	\$ 62,450.00	0.9	\$ 56,205.00	0.1	\$ 6,245.00	0.90	\$ 56,205.00	0.10	\$ 6,245.00		
		SUB TOTAL: 1,315,453.90				\$ 371,721.83		SUB TOTAL: \$ 1,289,910.62				\$ 354,680.33	
						ORIGINAL CONTRACT: \$ 1,687,175.73						ORIGINAL CONTRACT COMPLETE: \$ 1,644,590.95	
CHANGE ORDER SUMMARY:													
58	CONVENTIONAL SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 4	ACRE	\$ 787.50	(5.8)	\$ (4,567.50)	(0.9)	(708.75)	(5.8)	1	\$ (4,567.50)	(0.90)	1	\$ (708.75)
81	CONVENTIONAL SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 4	ACRE	\$ 500.00	6.7	\$ 3,350.00	1	500.00	6.7	1	\$ 3,350.00	1	1	\$ 500.00
		TOTAL CHANGE ORDERS:				-\$ 1,426.25						-\$ 1,426.25	
		TOTAL CONTRACT & CHANGE ORDERS:				\$ 1,685,749.48		TOTAL COMPLETE:				\$ 1,643,164.70	

RESOLUTION #092716-04

**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 \$69.42

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

ADOPTED this 27th day of September, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director

RESOLUTION #092716-05

**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 \$489.92

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

ADOPTED this 27th day of September, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director



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

DATE: September 27, 2016
TO: Mayor and City Council
FROM: Donald Sandor, City Manager
SUBJECT: Request to Discharge Firearms within the City limits

BACKGROUND:

Mr. Kody Daniel, a resident of Indianola, attended the August 23rd City Council meeting to request approval to discharge firearms within the corporate limits of Pleasant Hill for the purpose of shotgun hunting on private property during the 2016-17 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. 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. Mr. Daniel has provided signed Hunter Permission forms from three property owners in the City. Included in the packet is information regarding the hunting season and copies of the West Des Moines and Des Moines ordinances also provided by Mr. Daniel.

ALTERNATIVES:

The request to discharge firearms within the corporate limits of the City raises questions. Although the property owners may grant permission, often the property owner is an absentee owner not directly impacted by the hunting. West Des Moines requires approval from surrounding property owners in addition to the property owner of the land to be hunted. The hunting of water fowl may force them to protected areas such as Copper Creek Lake and add to the population problem at the location. There is land in the unincorporated areas of Polk County, Warren County near Indianola, and other locations for hunting.

grow. play. live.



pleasant hill

FINANCIAL CONSIDERATIONS:

N/A

RECOMMENDATION:

Staff recommendation is not to approve this request at this time. Approval of this single request would be establishing a policy regarding hunting in the City for the future that the Council has not considered and vetted through a process that has been used with other City policies.

Season Dates

Special September Canada Goose Season – September 3-11

Duck Season – October 1-5, October 22-December 15

Canada Goose Season – October 1-9, October 22-January 18

Firearms

20 or 12 Gauge Shotguns

Steel Shot, 3" or 3.5" Shells, #2-BBB

Time

½ Hour Before Sunrise to Sunset

Typical Day: 6:30AM-10AM, 2PM-5PM, Mainly Saturday/Sunday

5-2-30: HUNTING:

For the purposes of preserving ecological integrity by controlling animal populations within the city corporate boundaries and adjacent communities, providing recreational opportunities for residents, and the overall health, safety and welfare of the general population, this section hereby declares that it shall be unlawful for any person to engage in hunting activity within the corporate city limits using a rifle, shotgun, bow and arrow or any other means either on public or private property, on land or in the water, except as follows:

- A. On private property which is zoned as agricultural land or open space and/or classified by the county assessor of the county in which the land is located as agriculture land or forest preserve and with the permission of the landowner; and
1. Which is a minimum of twenty (20) contiguous acres or more in size and the hunting activity is for deer or turkey and is done in accordance with the code of Iowa and the administrative rules adopted by the Iowa department of natural resources; and/or
 2. Which is a minimum of twenty (20) contiguous acres or more in size and the hunting activity is for all other small game animals other than deer, turkey, or migratory waterfowl and is done using a shotgun with shot ammunition or a .22 caliber rim firearm and in accordance with the code of Iowa and the administrative rules adopted by the Iowa department of natural resources; and/or
 3. Which is a minimum of twenty (20) contiguous acres or more in size and the hunting activity is for migratory waterfowl and is done using a shotgun with shot ammunition and in accordance with the code of Iowa and the administrative rules adopted by the Iowa department of natural resources; and
 4. Which follows all rules and regulations imposed by the code of Iowa and the Iowa department of natural resources, including, but not limited to, all licensing provisions of the Iowa department of natural resources; and
 5. Which follows all rules and regulations imposed by the code of Iowa and the Iowa department of natural resources regarding the use of a firearm, bow and arrow or other legal instrument of hunting which relates to the use of such legal instruments of hunting at or near an occupied or unoccupied structure; and
 6. Which follows all rules and regulations imposed by the code of Iowa and the Iowa department of natural resources regarding the use of a firearm, bow and arrow, or other legal instrument of hunting which relate to the use of such legal instruments in respect to discharging of a weapon on or over any public waters, highways or railroad rights of way or from a road right of way; or

http://www.sterlingcodifiers.com/codebook/index.php?book_id=568&keywords=west des moines

Sec. 70-84. Hunting.

(a) No person shall pursue, hunt, kill, snare, net, search for, shoot at, stalk, or lie in wait for any game, animal, or bird with an airgun, BB gun, firearm, bow and arrow, or any other thrown or propelled device within the city limits except as provided in subsections (b), (c), (d) and (e) of this section, and sections 70-81(d) and 22-101 of this code.

(b)

(c)

(d)

(e) Hunting, including but not limited to hunting for deer and waterfowl, may occur on private property subject to compliance with each of the following limitations:

1. All such hunting activities must be conducted in compliance with all rules and regulations imposed by the code of Iowa and the Iowa department of natural resources, including, but not limited to, all licensing provisions of the Iowa department of natural resources.
2. No firearm may be used for any such hunting activity except a shotgun, muzzle loading rifle, or BB gun rifle. Pistols shall not be used for hunting.
3. The property must be a minimum of twenty (20) contiguous acres or more in size, located within the A-1 agricultural district, and assessed as agricultural property for property tax purposes.
4. The hunters must either be under the direct supervision of a record titleholder of the property, or have in their possession written permission from a record titleholder of the property to hunt on such property.
5. No person shall hunt with a bow or BB gun rifle within 100 feet of a public park or public street, highway or recreational trail; and no person shall hunt with a firearm within 200 yards of a public park or public street, highway or recreational trail.
6. A person shall not hunt with a bow or BB gun rifle within 100 feet of a building inhabited by people or domestic livestock or within 100 feet of a feedlot as defined in I.C. §481A.123, and no person shall hunt with a firearm within 200 yards of a building inhabited by people or domestic livestock or within 200 yards of a feedlot, unless the owner or tenant of such building or feedlot has given consent.
7. A person shall not shoot any firearm, BB gun or arrow on or over any public waters, highways, streets, alleys or recreational trail, or any railroad right-of-way.
8. No person shall hunt with a shotgun using slugs or with a muzzle loading rifle except for deer hunting from an elevated stand or platform at least 10 feet above the ground, and without the aid of other persons used to drive or concentrate the deer in the vicinity of the hunter.

(f) Any violation of this section is punishable as provided in section 1-15 of this Code.

Sec. 70-86. Discharging firearms.

(a) No person shall fire or discharge any cannon, gun, pistol or other firearm within the city, except as provided in this section or for hunting as permitted by section 70-84.

<http://www.dmgov.org/Government/CityCouncil/Ordinances/14903.pdf>



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: SEPTEMBER 27, 2016
TO: MAYOR & CITY COUNCIL
FROM: J. BENJAMIN CHAMP, AICP, EDFP, ASLA
ASSISTANT CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AMENDING CHAPTER 163 FIRE CODE

BACKGROUND:

The City has adopted the 2012 Edition of the International Fire Code as the current fire code for the community in Chapter 163 of the City Code. Language was included in the adopting ordinance for several modifications to make the Fire Code specific to the needs of Pleasant Hill. Included in the City Code is an assignment of the role of Fire Code Official to the City's Building Official. The current Building Official has resigned and the roles of the position are under review at this time. This assignment has been in place for several years and pre-dates the hiring of the full time Fire Chief for the City. It is more typical for the Fire Code Official to be a community's fire chief or in the case of larger communities it may be a designated member of a fire department such as a fire marshall. Moving the Fire Code Official role to the Fire Chief is an appropriate change at this time and would match the assignments in the other metro cities. Following is the first reading of an ordinance amending Chapter 163 Fire Code to reflect the change of the Fire Code Official changing from the Building Official to the Fire Chief. Excerpted language below highlights the change:

The term Fire Code Official is intended to also mean the ~~Building Official~~ Fire Chief and his or her representatives or designees, who are herewith, delegated the same powers, authorities, duties, and responsibilities as designated for the Fire Code Official.

ALTERNATIVES:

Not approve the second reading of the ordinance. However, the change provided by the ordinance would be in line with other metro communities by assigning the role of Fire Code Official to the Fire Chief.

FINANCIAL CONSIDERATIONS:

NA.

RECOMMENDATION:

Approve the second reading of the ordinance.

ORDINANCE NO. 808

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PLEASANT HILL, IOWA BY AMENDING CHAPTER 163 FIRE CODE

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

Section 1: Chapter 163.02 AMENDMENTS, MODIFICATIONS, ADDITIONS, AND DELETIONS of the City Code of the City of Pleasant Hill, Iowa is hereby amended by deleting in its entirety Subsection 163.02(2).

Section 2: Chapter 163.02 AMENDMENTS, MODIFICATIONS, ADDITIONS, AND DELETIONS of the City Code of the City of Pleasant Hill is hereby amended by inserting a new Subsection 163.02(2) as follows:

2. Section 103.1 General of the IFC, is hereby amended by adding the following paragraph to said section:

Section 103.1 General. The term Fire Code Official is intended to also mean the Fire Chief and his or her representatives or designees, who are herewith, delegated the same powers, authorities, duties, and responsibilities as designated for the Fire Code Official.

NOW, THEREFORE, be it ordained by the Pleasant Hill City Council, City of Pleasant Hill, Iowa, that Chapter 163 FIRE CODE be amended to include the aforementioned.

FURTHER, this ordinance shall be in effect following its final passage, approval, and publication provided by law.

PASSED AND APPROVED by the Pleasant Hill City Council on this _____day of _____, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner City Clerk/Finance Director



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: SEPTEMBER 27, 2016

TO: MAYOR & CITY COUNCIL

FROM: MADELINE STURMS, AICP, CPM
SENIOR PLANNER

SUBJECT: AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES WITH NORFOLK SOUTHERN RAILWAY CO.

BACKGROUND:

The City has been working for several years with the City of Des Moines to plan and construct the Southeast Connector. Kirkham Michael is currently conducting engineering services for the Pleasant Hill Boulevard and Vandalia Road intersection realignment project. The project will re-align Pleasant Hill Boulevard and Vandalia Road to eliminate the existing railroad crossings with a single fully controlled crossing. The new roadway will be an urban cross section and be elevated to reduce flooding risk. The section will also be designed with complete street principles and include a traffic signal, lighting package, and some landscaping to reflect the other sections of the Southeast Connector. The attached agreement provides preliminary engineering services for Norfolk Southern Railway Co to design the railroad crossing that will be a part of the intersection project.

ALTERNATIVES:

Not approve the agreement. However, the project would be delayed or not completed.

FINANCIAL CONSIDERATIONS:

Funding for the design and construction would come from capital improvement project funds and Surface Transportation Project (STP) funds awarded through the Des Moines Area Metropolitan Planning Organization.

RECOMMENDATION:

Consider approval of the attached resolution which approves the contract with Norfolk Southern Railway Co for preliminary engineering services on the Pleasant Hill Blvd and Vandalia Rd improvement project.

RESOLUTION #092716-06

**A RESOLUTION APPROVING CONTRACT WITH NORFOLK SOUTHERN RAILWAY CO
FOR PRELIMINARY ENGINEERING SERVICES**

WHEREAS, the Pleasant Hill City Council has identified the need for improvements to Pleasant Hill Boulevard and Vandalia Road; and

WHEREAS, the improvements provide needed immediate traffic capacity and safety benefits while also coordinating with the construction of the Martin Luther King Drive Southeast Connector Project with the City of Des Moines; and

WHEREAS, Norfolk Southern Railway Company has provided the City with the attached scope of services for design of railway improvements included in the Pleasant Hill Boulevard and Vandalia Road project and has prepared the attached contract for engineering services for the project in an amount limit of \$41,385.00; and

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached contract with Norfolk Southern Railway Company for the railway design portion of the Pleasant Hill Boulevard and Vandalia Road Improvements Project.

ADOPTED this 27th day of September, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between City of Pleasant Hill (hereinafter called “City”), and Norfolk Southern Railway Company (hereinafter called “COMPANY”).

The City will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County State: Pleasant Hill, Polk County, IA
AAR-DOT#: N/A
Street /Bridge Name: Pleasant Hill Blvd At-grade crossing
Description: At-grade crossing Vandalia Rd and Pleasant Hill Blvd., MP SD-334.10

Preliminary Engineering Cost Estimate: \$41,385.00

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The City agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the City fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the City. The City shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the City and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting April 15, 2016. The COMPANY agrees to provide preliminary engineering services at the request of the City or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the City regarding the project. This agreement does not constitute the COMPANY’s approval of the project.

IN WITNESS WHEREOF, the City and the COMPANY have caused these presents to be signed by their duly authorized officers:

City
Signature: _____
Name:
Title:
Date: _____

COMPANY
Signature: _____
Name: K.G. Hauschildt
Title: Chief Engineer
Date: _____

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
 For the Account of: City of Pleasant Hill, IA
 Project Description: Vandalia Road and Pleasant Hill Blvd crossings
 Location: Pleasant Hill, Polk County, Iowa
 Project No.: 0
 Milepost: SD-334.10
 File: CX0111783
 Date: September 7, 2016

SUMMARY

ITEM A - Preliminary Engineering	14,586
ITEM B - Construction Engineering	0
ITEM C - Accounting	1,799
ITEM D - Flagging Services	0
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	25,000
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 41,385

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	40 Hours @ \$60 / hour=	2,400
Labor Additives:		1,886
Travel Expenses:		1,500
Services by Contract Engineer:		8,800
NET TOTAL - ITEM A		\$ 14,586

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
	NET TOTAL - ITEM B	<hr/>
		\$ -

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	10 Hours @ \$30 / hour=	300
Accounting Additives:		249
	NET TOTAL - ITEM C	<hr/>
		\$ 1,799

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	0 days @ 230.00 per day=	0
	(based on working 10 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
	NET TOTAL - ITEM D	<hr/>
		\$ -

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
	NET TOTAL - ITEM E	<hr/>
		\$ -

ITEM F - Signal & Electrical Changes

Material:	0
Labor:	25,000
Purchase Services:	0
Other:	0
	<hr/>
NET TOTAL - ITEM F	\$ 25,000

ITEM G - Track Work

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
		<hr/>
NET TOTAL - ITEM G		\$ -

ITEM H - T-CUBED

Lump Sum	\$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (09/07/2016). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: SEPTEMBER 27, 2016

TO: MAYOR & CITY COUNCIL

FROM: J. BENJAMIN CHAMP, AICP, EDFP, ASLA
ASSISTANT CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: JOB DESCRIPTION
SENIOR BUILDING INSPECTOR

BACKGROUND:

The Community Development Department has prepared the attached job description for the position of Senior Building Inspector. An updated description has been developed due to the recent resignation of the City's Building Official. This new description reflects some reduction in the level of responsibilities from the existing Building Official description. The Senior Building Inspector would no longer have the official titles of Fire Code Official, Zoning Administrator, or Flood Plain Manager. The Fire Code Official is in the process of ordinance amendment for designation as the Fire Chief. The City Code designates the Zoning Administrator and Flood Plain Manager roles to the Director, though he or she may assign the duties. The Senior Inspector would oversee zoning and flood plain enforcement by assignment while the higher level interpretation duties of those roles would likely be assigned to the Senior Planner. The role of Building Official would remain with the position. The previous description was appropriate at the time it was developed and for the skill set of the previous employee. This specialized combination of skills is not likely to be able to be replicated and is no longer necessary with staff expertise and diversity that did not previously exist in the Department. Staff continues to evaluate other roles in the department and anticipates the possibility of further position modifications and formalization. Following is a resolution approving the job description for the Senior Building Official.

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 Senior Building Inspector.

RESOLUTION #092716-07

A RESOLUTION APPROVING A JOB DESCRIPTION FOR SENIOR BUILDING INSPECTOR

WHEREAS, the City Council wishes to adopt a job description for the position of Senior Building Inspector; and

WHEREAS, the attached job description has been developed and reviewed as an updated replacement due to the resignation of the City's Building Official;

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 Senior Building Inspector.

ADOPTED this 27th day of September, 2016

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director

POSITION: SENIOR BUILDING INSPECTOR

FLSA CLASSIFICATION: EXEMPT

FACILITY AND WORK AREA: CITY OF PLEASANT HILL ADMINISTRATIVE OFFICES AND OTHER LOCATIONS GENERALLY WITHIN THE CITY OF PLEASANT HILL

JOB SUMMARY

Under general supervision of the Community Development Director, the Senior Building Inspector is responsible for overseeing the Building Division in the Community Development Department, and is the designated authority charged with the administration and enforcement of the local, state, and federal codes, ordinances, and regulations for all buildings and structures. Responsible for performing zoning enforcement and building inspection activities. Administers the permitting, plan review, and inspection process of building construction and alterations, and performs other duties as assigned.

JOB FUNCTIONS:

Examples of Essential Job Functions

1. Oversees all permitting and inspection activity related to commercial and residential construction, and various zoning related permits.
2. Shall function as liaison to the International Code Council and is responsible for reviewing and recommending changes, additions, or upgrades to the city's building, electrical, fire, housing, mechanical and plumbing codes to other staff members and the City Council.
3. Responsible for inspections and enforcement of the building codes. Inspects residential and commercial buildings and structures in the process of construction, alteration, or repair to determine conformance with codes, and enforces code provisions.
4. Determines code interpretations in complex scenarios, and makes recommendations regarding methods and materials to be used for building construction.
5. Conducts technical plan reviews of proposed projects to ensure compliance with governing codes. Reviews and analyzes project plans for conformance with city, county, state and federal requirements.
6. Oversees staff involved with permitting and inspections, and assists in the development and implementation of goals, objectives, policies, and priorities: evaluates the functions and activities of all aspects of the review, permitting, and inspection process, and develops operational policies and procedures to ensure effective departmental operation; provides continuous improvement for the building division.
7. Shall manage the zoning enforcement program. Receives complaints related to zoning violations and infractions of the municipal code, and initiates enforcement action in order to achieve compliance.
8. Serves as the City's primary resource on the Americans with Disabilities Act requirements and leads related compliance efforts.
9. Shall coordinate with the Fire Code Official as needed.
10. Assists the Community Development Director with planning and zoning projects as assigned.

11. Attends meetings and various seminars relating to zoning, code development, and legal and technical updates of building requirements. Coordinates training of clerical and field personnel within the building division, and corresponds with outside agencies and others as necessary.
12. Consults with architects, contractors, engineers, general contractors and the public with code questions.

OTHER JOB FUNCTIONS:

1. Provides forms and copies of various permits and documents.
2. Responds to public or other inquires and concerns relative to city policies and procedures.
3. Assists other city departments as directed.
4. Performs other duties as apparent or assigned.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS:

Required Physical Activities: Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, fingering, talking, hearing, repetitive motions.

Physical Characteristics of the Job: Moderate work requiring exertion of up to fifty pounds of force occasionally and exertion of up to twenty-five pounds of force frequently.

Environmental Characteristics: The work is performed both inside and outside, which includes seasonal exposure to cold and heat. The worker is also exposed to darkness or poor lighting, dirt/dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness/humidity, working on uneven ground, mechanical, chemical, electrical, fire, and traffic hazards, and bodily injury. Also, the work may expose the employee to unpleasant social situations, and require the employee to work irregular hours.

EQUIPMENT AND MATERIALS USED

Mobile radio, cell phone, typewriter, photocopier, telephone, car/light truck, fax machine, dictionary, City of Pleasant Hill Code of Ordinances, Code of Iowa, Uniform Traffic Code, International Building-Fire-Electrical-Mechanical-Plumbing Codes, transit, level, metal detecting device, computer hardware and software, calculator, extension cords, ladders, measuring equipment, photographic equipment, personal computer, digital photographic equipment, digital scanners, computer network, computer printer, personnel policies.

EMPLOYMENT STANDARDS

Required Knowledge, Skills, and Abilities:

- Ability to use logical thinking to solve problems with several concrete or abstract variables.
- Ability to perform arithmetic, algebraic, and geometric calculations.
- Ability to compose original correspondence. Ability to understand technical manuals and data.

- Ability to establish and maintain an effective working relationship with superiors, co-workers, and the public.
- Thorough knowledge of materials and methods used in building construction; knowledge of construction processes and the stages at which potential violations may be most readily observed and corrected.
- Thorough knowledge of applicable building and zoning codes, design standards, and ordinances.
- Ability to detect structural deviations and other faults from established regulations. Ability to recommend modifications that will bring structures into code conformance.
- Ability to read and interpret plans, specifications, and blueprints accurately, and to compare them with construction progress.
- Ability to operate a personal computer using various software programs for word processing, permits, and zoning enforcement operations.

Education, Training, and Experience:

Required Education: Two (2) year associates degree majoring in engineering, architecture or related field.

Preferred Education: Certification from the International Code Council as a Master Code Professional, or a degree in engineering, architecture, or a related field supplemented by the ICC Certified Building Official certification.

Experience Required: Five years of experience in a municipal building department, with experience in all types of inspections and plan review procedures. Knowledge and experience in construction, and related accessibility, building, electrical, fire, mechanical, and plumbing codes.

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. Able to speak, read, write and comprehend the English language.
3. Shall possess certification from the International Code Council as a Commercial Building Inspector, Residential Building Inspector, and Building Plans Examiner or obtain certifications within twelve months.
4. Ability to progress through the ICC Code Safety Professional Exams up through and including the Certified Building Official certification.

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: SEPTEMBER 27, 2016

TO: MAYOR & CITY COUNCIL

FROM: MADELINE STURMS, AICP, CPM
SENIOR PLANNER

SUBJECT: VOLUNTARY ANNEXATION AGREEMENT FOR PROPERTY WITHIN SPRINGER HILLS PLAT 1

BACKGROUND:

The City Council approved the Preliminary Plat and Final Plat for Springer Hills Plat 1 at the September 13 meeting. The property is located in unincorporated Polk County at 9347 SE 6th Ave and is within the two mile review radius of the City of Pleasant Hill. Consistent with other extraterritorial projects, the plat approval was subject to a voluntary annexation agreement with the property owners Alycia Peterson and Sandra Roozeboom. The agreement applies to the three properties within the plat, two of which have existing homes and the third lot has a proposal from MidAmerican Energy to construct a substation. The attached resolution approves the following agreement with the owners of Springer Hills Plat 1 to provide future 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.

FINANCIAL CONSIDERATIONS:

N/A

RECOMMENDATION:

Approve the resolution approving the agreements for voluntary annexation for property in Spriner Hills Plat 1.

RESOLUTION #092716-08

A RESOLUTION APPROVING AN AGREEMENT WITH ALYCIA PETERSON AND SANDRA ROOZEBOOM FOR FUTURE VOLUNTARY ANNEXATION OF PROPERTY WITHIN SPRINGER HILLS PLAT 1

WHEREAS, the Pleasant Hill City Council approved the extraterritorial preliminary plat and final plat for Springer Hills Plat 1 subject to a voluntary annexation agreement at the council meeting on September 13, 2016; and

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

WHEREAS, the property described in the attached documents and composing property that will legally be known as Springer Hills Plat 1 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 Alycia Peterson and Sandra Roozeboom for future voluntary annexation on all properties within Springer Hills Plat 1.

ADOPTED this 27th day of September, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director

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 Alycia E. Peterson and Sandra Roozeboom being the owners of the following described real estate to wit:

A parcel of land in Lot 2 of the Official Plat of the NW 1/4 of the NE 1/4 of Section 8, Township 78 North, Range 22 West of the 5th P.M., Polk County, Iowa that is more particularly described as follows:

Beginning at the North 1/4 Corner of said Section 8, said point also being the Northmost corner of said Lot 2; thence S74°57'53"E, 1137.18 feet along the north line of said Lot 2 to a point that lies 200.00 feet west of the east line of said Lot 2; thence S00°02'41"W, 1026.96 feet along a line that lies parallel to and 200.00 feet west of the east line of said Lot 2 to a point on the south line of said Lot 2; thence N89°53'28"W, 1107.01 feet along said south line to the Southwest Corner of said Lot 2; thence N00°24'54"E, 1319.89 feet along the west line of said Lot 2 to the point of beginning and containing 29.72 acres, more or less.

(hereinafter referred to as "Owners").

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 owners and the City of Pleasant Hill have entered into an Agreement on the ____ day of _____ 2016. A copy of said Agreement is attached hereto and by this reference made a part hereof as though fully set out herein; and,

WHEREAS, owners are 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 Agreement by and between the City of Pleasant Hill and owners; and,

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

1. **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.

The City of Pleasant Hill agrees to annex the property at a time where surrounding properties can be annexed at the same time to avoid the creation of an unincorporated island as to comply with State Code Regulations.

Dated this _____ day of _____ 2016.

Alycia E. Peterson

Sandra Roozeboom

CITY OF PLEASANT HILL, IOWA

Mayor

City Clerk

**VOLUNTARY PETITION OF ANNEXATION TO THE CITY
OF PLEASANT HILL, IOWA**

Know all men by these presents that whereas Alycia E. Peterson and Sandra Roozeboom are the owners of the following described real estate to wit:

A parcel of land in Lot 2 of the Official Plat of the NW 1/4 of the NE 1/4 of Section 8, Township 78 North, Range 22 West of the 5th P.M., Polk County, Iowa that is more particularly described as follows:

Beginning at the North 1/4 Corner of said Section 8, said point also being the Northmost corner of said Lot 2; thence S74°57'53"E, 1137.18 feet along the north line of said Lot 2 to a point that lies 200.00 feet west of the east line of said Lot 2; thence S00°02'41"W, 1026.96 feet along a line that lies parallel to and 200.00 feet west of the east line of said Lot 2 to a point on the south line of said Lot 2; thence N89°53'28"W, 1107.01 feet along said south line to the Southwest Corner of said Lot 2; thence N00°24'54"E, 1319.89 feet along the west line of said Lot 2 to the point of beginning and containing 29.72 acres, more or less.

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 _____ day of _____ 2016.

That this Voluntary Petition of Annexation to the City of Pleasant Hill, Iowa shall be binding upon the Owners, 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 (m)(1) allowing for the annexed property to enjoy the imposition of City tax, adjusted for ten (10) years.

OWNERS:

Alycia E. Peterson

Sandra Roozeboom

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 Alycia E. Peterson and Sandra Roozeboom

Honorable Mayor and Members of the City Council:

Re: The property identified in Exhibit A is owned by the owners namely, Alycia E. Peterson and Sandra Roozeboom (hereinafter “Owners”)

Owners states as follows:

1. Owners are the owner of the property identified in Exhibit A (exclusive of public rights-of-way). Owners request 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. Owners 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 shall be binding upon the Owners, their heirs, successors in interest and/or assigns, if any, 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.

Dated this _____ day of _____ 2016.

OWNERS:

Alycia E. Peterson

Sandra Roozeboom

EXHIBIT A

A parcel of land in Lot 2 of the Official Plat of the NW 1/4 of the NE 1/4 of Section 8, Township 78 North, Range 22 West of the 5th P.M., Polk County, Iowa that is more particularly described as follows:

Beginning at the North 1/4 Corner of said Section 8, said point also being the Northmost corner of said Lot 2; thence $S74^{\circ}57'53''E$, 1137.18 feet along the north line of said Lot 2 to a point that lies 200.00 feet west of the east line of said Lot 2; thence $S00^{\circ}02'41''W$, 1026.96 feet along a line that lies parallel to and 200.00 feet west of the east line of said Lot 2 to a point on the south line of said Lot 2; thence $N89^{\circ}53'28''W$, 1107.01 feet along said south line to the Southwest Corner of said Lot 2; thence $N00^{\circ}24'54''E$, 1319.89 feet along the west line of said Lot 2 to the point of beginning and containing 29.72 acres, more or less.

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 this covenant shall run with the land and be a restriction thereon subject to the contents thereof.

That adequate consideration has been given for such restriction.

Dated this ____ day of _____, 2016.

Alycia E. Peterson

Sandra Roozeboom

Subscribed and sworn to before me, a Notary Public, on this the ____ day of _____, 2016, by the said Alycia E. Peterson and Sandra Roozeboom to me personally known.

Notary Public In and for the State of Iowa



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

DATE: September 27, 2016
TO: Mayor and City Council
FROM: Alfonso Pizzano, Chief of Police
SUBJECT: Police Firearms Purchase Program

BACKGROUND:

In past years police officers have acquired off-duty and secondary firearms through Iowa's Division of Criminal Investigation (DCI). These weapons were obtained by the DCI through the criminal forfeiture program. To create guidelines for the type of firearm and caliber authorized for on and off duty weapons, the Police Department has developed a policy which will allow a Pleasant Hill Police Officer to borrow up to \$750.00 from the city to purchase a firearm from a designated firearms dealer. The Officer will pay the loan off with a bi-weekly deduction from his/her pay check until the loan is paid in full. If the Officer leaves the department prior to paying the loan, the remaining debt will be paid with his/her final check. This proposal will standardize the types of firearms used, ensure their reliability and safety, and will limit the number of different ammunitions need for patrol and off-duty weapons.

ALTERNATIVES:

Not approve the policy.

FINANCIAL CONSIDERATIONS:

None at this time.

RECOMMENDATION:

Approve resolution.

RESOLUTION #092716-09

A RESOLUTION APPROVING A FIREARMS PURCHASE PROGRAM POLICY

WHEREAS, the City Council wishes to adopt a policy to outline the procedures for the purchasing of firearms utilizing the department firearm payback program of City Police employees; and

WHEREAS, the City has developed and reviewed the attached policy;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached firearms purchase program Policy.

ADOPTED this 27th day of September, 2016

Sara Kurovski. Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director

PLEASANT HILL POLICE
DEPARTMENT DIRECTIVE

(Department Directives are lawful orders. Failure to comply may result in disciplinary action)

DIRECTIVE NO: 16-005

DATE: September 27, 2016

FROM: Chief Pizzano

TO: All Police Personnel

START DATE: September 27, 2016

END DATE: Until further notice

DIRECTIVE: Firearms purchase program

PURPOSE

To implement and detail the procedures for the purchasing of firearms, utilizing the department firearm payback program.

DEFINITION

- Firearms shall be of an approved caliber above .380.
- Calibers other than; 9mm, .40cal, .38 spl will not be provide ammunition for qualification nor carry. Officers will be required to purchase approved ammunition.
- Firearms shall be for on duty, off duty and back up use
- All firearms must be paid off through payroll deduction the same fiscal year, by the 25th pay cycle, no matter the purchase month. *See schedule of deduction*
- The maximum amount unless waived by the Chief of Police shall be \$750.00

PROCEDURE

The following details the procedure for procurement.

- Letter of purchase request shall be completed and submitted to signatory designee of the Chief of Police
- The letter shall be issued a purchase order number compiled from a derivative of the officers' ident number and the date submitted, ie;

440090806 details Chief 440 requesting the purchase on September 8th 2016.

- The Letter is then submitted for purchase to the approved supplier
- Two copies are to be sent to the city offices by the employees' supervisor. One copy for the employee file and one for payroll
- The original shall be maintained by the designee of the Chief

Schedule of deduction

These amounts reflect the BI-weekly payroll deduction based upon the pay cycle start date with # 1 being the first pay cycle of the fiscal year with the amount being \$750.00

1	30.00	14	62.50
2	31.25	15	68.18
3	32.61	16	75.00
4	34.09	17	83.33
5	35.71	18	93.75
6	37.50	19	107.14
7	39.47	20	125.00
8	41.67	21	150.00
9	44.12	22	187.50
10	46.88	23	250.00
11	50.00	24	375.00
12	53.57	25	750.00
13	57.69		

Approved Vendors

Brownells

Kieslers Police Supply

Ray O'Herron Police Supply

R&R gun sales

Any other approved vendor by the Chiefs designee



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

DATE: September 27, 2016
TO: Mayor and City Council
FROM: Alfonso Pizzano, Chief of Police
SUBJECT: Event Pay Increase

BACKGROUND:

It was brought to my attention the event pay for members of the Pleasant Hill Police Department had to be re-evaluated. The current event pay wage has not increased in seven years; the current rate was established for the 09-10 fiscal year. At the time, the total hourly expenses to the City was \$39.71 but was increased/rounded-up to \$42.00 to avoid increasing the invoiced amount the following fiscal year. It is requested the Pleasant Hill City Council consider raising the event pay rate for officers to \$43.00/hour and determined the actual end-cost to the City is. **The minimum bill rate to customers would be rounded up to \$55.00/per hour.** Please reference the table below to examine the detailed expenses:

Expense	Amount
Officer Rate	\$ 43.00
FICA (6.2%)	\$ 2.67
Medicare (1.45%)	\$ 0.60
IPERS (9.84%)	\$ 4.23
Worker's Comp (4.42%)	\$ 1.90
Total Hourly Expense	\$ 52.40

This will provide the members of the Pleasant Hill Police Department with a wage that is equal to other Police Agencies in the metro area. Submitted for your consideration.

ALTERNATIVES:

Not to approve the request.

FINANCIAL CONSIDERATIONS:

None at this time.

RECOMMENDATION:

Approve resolution.

RESOLUTION #092716-10

A RESOLUTION APPROVING EVENT PAY POLICY

WHEREAS, the City Council wishes to adopt a policy to outline the procedures for event pay for Pleasant Hill police officers that work special events as provided in Police Department Directive No. 16-007; and

WHEREAS, the City has developed and reviewed the attached policy;

THEREFORE, BE IT RESOLVED, that the City of Pleasant Hill shall invoice event pay customers at the rate of \$55.00 per hour to cover all expenses related to police officers at special events;

BE IT FURTHER RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the Event Pay policy as attached;

ADOPTED this 27th day of September, 2016

Sara Kurovski. Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director

PLEASANT HILL POLICE
DEPARTMENT DIRECTIVE

(Department Directives are lawful orders. Failure to comply may result in disciplinary action)

DIRECTIVE NO: 16-007

DATE: September 27, 2016

FROM: Chief Pizzano
TO: All Police Personnel

START DATE: September 27, 2016

END DATE: Until further notice

DIRECTIVE: Off duty employment

PURPOSE

- To implement and detail the procedures regarding the use of the Pleasant Hill Police uniform and equipment for off-duty employment.

DEFINITION

- Off duty shall be a time where police services are privately contracted with the police department
- The rate of pay shall be \$43 dollars to the officer, billed by the city to the responsible party.
- The uniform of the day shall be worn unless extreme conditions necessitate a change

PROCEDURE

- Any off duty employment utilizing a City Uniform shall be authorized by the Chief of Police or designee.
- Officers will only wear the city uniform during authorized off duty employment.
- The pay rate shall undergo a yearly evaluation to determine fiscal viability.
- Officers should document on their time sheet the number of hours worked, noting under the "Explanation" section of the time sheet off duty or event pay.
- The Officers shall notify the radio dispatcher and the patrol supervisor of the details of the off duty or event pay, the Patrol supervisor shall notate the start and end time of the off duty or event pay in the Daily Blotter
- Officers working as private security for entities not authorized by the Chief of Police shall not wear the uniform of the Pleasant Hill Police Department.



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

DATE: September 27, 2016
TO: Mayor and City Council
FROM: Alfonso Pizzano, Chief of Police
SUBJECT: 28E agreement with the Alcoholic Beverage Division of State of Iowa

BACKGROUND:

Each year the Pleasant Hill Police Department participates in the Alcoholic Beverage Division's I-Pledge program to ensure Pleasant Hill businesses are complying with state Tobacco laws. This is an important partnership to ensure local businesses are not selling tobacco products to unauthorized persons in the metro area. Submitted for your consideration.

ALTERNATIVES:

Not to approve the request.

FINANCIAL CONSIDERATIONS:

None at this time.

RECOMMENDATION:

Approve resolution.

RESOLUTION #092716-11

**A RESOLUTION APPROVING A 28E AGREEMENT WITH THE STATE OF IOWA
ALCOHOLIC BEVERAGE DIVISION**

WHEREAS, the City Council recognizes that each year the Pleasant Hill Police Department participates in the Alcoholic Beverage Division's I-Pledge program to ensure Pleasant Hill businesses are complying with state Tobacco laws;

WHEREAS, the City Council recognizes this is an important partnership to ensure local businesses are not selling tobacco products to unauthorized persons in the metro area;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached 28E agreement with the State of Iowa Alcoholic Beverage Division.

ADOPTED this 27th day of September, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director



Terry E. Branstad *Governor of Iowa*
Kim Reynolds *Lieutenant Governor*
Stephen Larson *Administrator ABD*

September 7, 2016

Dear I-PLEDGE Partner,

The Iowa Alcoholic Beverages Division (ABD) invites your department to participate in the **I-PLEDGE** program for fiscal year 2017 (July 1, 2016 – June 30, 2017). The benefit of a partnership between ABD and law enforcement agencies is evidenced by the **91%** statewide compliance rate obtained by tobacco retailers in FY2016.

In order to be an **I-PLEDGE** partner in fiscal year 2017, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement with a witness on the last page and return it in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office.

It is important to remember that ABD is required to conduct **one (1) compliance check** of each tobacco, alternative nicotine and vapor product retailer during FY2017, **with a repeat check of any business that fails the first compliance check**. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Details and examples of these age-restricted products will be included in the enforcement handbook.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 13.10 of the 28E Agreement. In the meantime, contact Investigator Bill Missman at 515.314.3654 or myself at 515.281.7434, with questions regarding the enclosed agreement. If you prefer, you may also email iapledge@iowaabd.com.

Sincerely,

Jessica Ekman
Tobacco Program Coordinator

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 2

THIS AGREEMENT is made and entered into on this ____day of _____, 2016 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Pleasant Hill Police Department (The “Department”). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Iowa ABD. The ABD is authorized pursuant to Iowa Code Chapter 142A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 Department. The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Pleasant Hill Police Department
5151 Maple Drive, Pleasant hill, Iowa 50327

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2017, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement. The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of § 453A.2 within additional jurisdictions upon agreement

of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2016.

The compliance check shall be completed and submitted for reimbursement to ABD by **January 15, 2017**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2016 business year, but not before October 1, 2016.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **April 15, 2017**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **January 15, 2017**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 Youth Volunteers. Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) ***will not allow minors under the age of sixteen (16)*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

5.1.4 Routine Enforcement. In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.

5.1.5 Civil Proceedings. The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 Compliance Reports. The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

5.2.1 Enforcement Guidance. The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.4 Payment. The ABD shall pay the Department in the manner described in Section 6.

5.2.5 Cooperation. If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.6 Insurance, Benefits and Compensation. The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability

whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

6.1 Method of Payment. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.

6.2 Eligible Claims. Compliance checks that are conducted on or after **October 1, 2016** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

6.3 Allocations. The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 Sole Activity. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.

6.3.2 Payment in Arrears. The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination For Convenience. Following thirty (30) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.2.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.2.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.2.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.2.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.3 Notice of Default. If there occurs a default event under Section 10.2, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.3.1 Immediately terminate the Agreement without additional written notice; or,

10.3.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 By ABD. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless

against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

- 11.2 By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

- 12.1 Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

- 13.7 Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept “receipt” shall constitute delivery.

If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: ekman@IowaABD.com

If to Department:

Chief Al Pizzano
Pleasant Hill Police Department
5151 Maple Drive
Pleasant hill, Iowa 50327
Email: _____

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of

them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.

13.12 Severability. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

13.13 Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Agreement.

13.14 Authorization. Each party to the Agreement represents and warrants to the other that:

13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.

13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.15 Successors in Interest. All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

13.16 Record Retention and Access. The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 Additional Provisions. The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 Further Assurances and Corrective Instruments. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Stephen Larson, Administrator

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: SEPTEMBER 27, 2016

TO: MAYOR AND CITY COUNCIL

FROM: RUSS PAUL, ASST. PUBLIC WORKS DIRECTOR

SUBJECT: CONTRACT FOR CEMETERY SURVEYING AND MAPPING WITH SNYDER AND ASSOCIATES

BACKGROUND:

The Public Works Department had budgeted for fiscal year 2016-17 dollars to perform survey and mapping work at the Oakwood Cemetery to re-install lot pins used to locate cemetery spaces. As over time, lot pins are removed or altered by various work in the cemetery. This makes it extremely difficult to locate spaces for burial or sale at multiple blocks within the cemetery. In August Public Works posted an RFP to perform this work and received four (4) proposals. After reviewing the proposals, City Staff recommends moving forward with the proposal submitted by Snyder and Associates. Upon council approval city staff will request Snyder and Associates to write up a formal agreement and move forward to get this work completed in the coming months. Following is a copy of the contract, the submitted RFP, and a resolution that approves the contract with Snyder and Associates in the amount of \$12,900.00.

ALTERNATIVES:

Not approve selecting Snyder and Associates to perform the work; however they provided the lowest qualified proposal in the RFP group the city had received.

FINANCIAL CONSIDERATIONS:

The Public Works Department had budgeted \$10,000 to perform this work, unfortunately all the proposals to complete the work went over that figure with Snyder and Associates being the low bid at \$12,900. There are additional funds in the cemetery line item that would cover this extra cost without running over the budgeted amount. This would require the other items budgeted, benches and a granite pedestal, to possibly be put on hold for this fiscal year.

RECOMMENDATION:

I recommend council approving a contract with Snyder and Associates to perform the cemetery surveying and mapping work.

RESOLUTION #092716-12

**A RESOLUTION APPROVING A CONTRACT WITH SNYDER AND ASSOCIATES FOR
CEMETERY SURVEYING AND MAPPING**

WHEREAS, the City Council has budgeted funds to perform cemetery surveying and mapping work to ensure precise space locations are maintained and future mapping is achievable;

WHEREAS, the City utilized a request for proposals process and has selected Snyder and Associates to perform the cemetery survey and mapping;

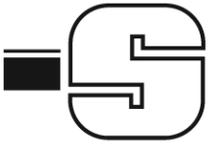
THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached contract with Snyder and Associates for cemetery surveying and mapping.

ADOPTED this 27th day of September, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director



September 22, 2016

Mr. Ben Champ
Assistant City Manager
City of Pleasant Hill
5160 Maple Drive, Suite A
Pleasant Hill, IA 50327

RE: OAKWOOD CEMETERY
PLEASANT HILL, IA

Dear Mr. Champ:

Please find attached the Agreement Form with our understanding for a Scope of Services for the Pleasant Hill Cemetery Project. We trust you will find the Scope self-explanatory, however, we are flexible to your needs and are willing to discuss the Scope for mutual agreement.

Thank you for this opportunity and if you have any questions or would like to discuss the scope, schedule or fee, please call me at (515) 964-2021 ext. 2643. We look forward to hearing from you soon.

Sincerely,

SNYDER & ASSOCIATES, INC.

Eric D. Cannon, P.E.

Attachment



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS 22nd day of September, 2016, **Snyder & Associates, Inc.**, 2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and City of Pleasant Hill – 5160 Maple Dr., Suite A, Pleasant Hill, IA 50327 (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Oakwood Cemetery, Pleasant Hill, Iowa
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

- 9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- 10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
- 13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
- 17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services
Exhibit

City of Pleasant Hill _____ (Client)

By: _____
(Authorized agent)

(Printed or typed signature)

Exhibit B Standard Fee Schedule
Exhibit

SNYDER & ASSOCIATES, INC. (Professional)

By: Donald P. Marner
(Authorized agent)
Donald P. Marner
(Printed or typed signature)

Route executed copy to:TLC

EXHIBIT A

**FOR
OAKWOOD CEMETERY
PLEASANT HILL, IOWA**

**SERVICES, FEES, AND SCHEDULE PROPOSAL BY
SNYDER & ASSOCIATES, INC.
SEPTEMBER 22, 2016**

I. RESURVEY BLOCKS WITH EXISTING LOT PINS

Snyder & Associates, Inc. will provide a field survey of Block 2 South, Block 2 North, Block 5 and the west end of Block 1 locating existing corner monuments and identifying existing 10' x 20' burial blocks. Missing block corner monuments will be re-established using ½" rebar, 24" long. An exhibit drawing will be provided to the Client in a GIS format showing the found monuments, the set monuments and burial plot lines. This file would consist of polygon shape file without attributes.

FEE FOR SERVICES.....LUMP SUM \$12,900

II. DOCUMENT REVISIONS, MODIFICATIONS, AND CHANGES OF SCOPE

- A. As directed by the Client requirement to provide plan and document revisions, modifications, and changes of scope.
- B. In the event assistance is requested by the Client, the Consultant may provide services on an hourly basis.
- C. Upon initiation of Additional Services, the Consultant may submit in writing to the Client, a Work Order to be executed by both parties which defines the scope of Additional Services and the corresponding fees for services. Such costs will be based on the current hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule.

FEE FOR SERVICES.....To be hourly plus
expenses as per attached Standard Fee Schedule

EXHIBIT "B"

**SNYDER & ASSOCIATES, INC.
2016-17
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal	\$190.00 /hour
Principal	\$179.00 /hour
Senior	\$161.00 /hour
VIII	\$148.00 /hour
VII	\$141.00 /hour
VI	\$136.00 /hour
V	\$127.00 /hour
IV	\$115.00 /hour
III	\$107.00 /hour
II	\$97.00 /hour
I	\$83.00 /hour
Technical	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$113.00 /hour
Senior	\$109.00 /hour
VIII	\$102.00 /hour
VII	\$94.00 /hour
VI	\$83.00 /hour
V	\$75.00 /hour
IV	\$69.00 /hour
III	\$58.00 /hour
II	\$50.00 /hour
I	\$44.00 /hour
Administrative	
II	\$58.00 /hour
I	\$47.00 /hour
Reimbursables	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

PROPOSAL FOR PROFESSIONAL SERVICES PLEASANT HILL CEMETERY

September 2, 2016



Prepared for:
grow. play. live.



pleasant hill



SNYDER & ASSOCIATES
Engineers and Planners

Contact:
Terry Coody, PLS
tlcoady@snyder-associates.com



SNYDER & ASSOCIATES
Engineers and Planners

BUSINESS ORGANIZATION

Snyder & Associates' main office is located at 2727 SW Snyder Boulevard in Ankeny, Iowa. The work required for this project will be completed by staff in the Ankeny office. David N. Moeller, P.E., who also serves as president of the company, is the Principal-in-Charge of the Ankeny office.

Snyder & Associates, Inc. is pleased to present our uniquely qualified team of professionals for your review. Our key staff is made up of visionaries, problem solvers, and critical thinkers. We embrace the "team" philosophy with the goal of making our clients successful. We do this by capitalizing on the varied and combined expertise of the entire project team.

The Team's key members are supported by professionals with the engineering, survey, modeling, and planning expertise that will be needed for the Pleasant Hill Cemetery Surveying and Mapping project. We are eager to showcase for you our key staff experience, our capabilities, and our approach to make this project a success.

In order to assure proper coordination of communications on this project, all correspondence will be through the Project Manager, Terry Coady, PLS., with project oversight from Civil Engineer, Eric Cannon, P.E. The Project Manager will stay in regular contact and coordination with the City of Pleasant Hill to ensure seamless delivery of the project.

Snyder & Associates is committed to a business model supported by three simple words:

- **Serve:** We pride ourselves in actively listening to our clients.
- **Solve:** We were born to solve problems. We have strategically hired individuals with the gift of vision.
- **Succeed:** Our success comes from making your projects successful. It is through our mindset of service that we strive to make you successful. It's not about us, it's about YOU.

FIRM'S APPROACH FOR THIS PROJECT:

Snyder & Associates, Inc. will provide the survey services needed to satisfy this project. A meeting with the Client will be requested prior to starting the project so that any and all information can be provided to do a complete survey. Field information will be provided with the respect of the existing burial plots as they so well deserve. Field data will be obtained using Viva and Captivate Leica GPS/TPS equipment using Iowa South coordinated system and Iowa RTN. At the completion of the job, files will be provided to the Client in a format that is useable in ESRI ArcGIS. This file would consist of polygon shape file without attributes.

FIRM'S EXPERIENCE WITH SIMILAR PROJECTS:

Snyder & Associates, Inc. has provided services for many cemeteries in Iowa. This includes but is not limited to Altoona Memorial Park - Clay Township Polk County, Jordan Cemetery - West Des Moines, Lincoln Cemetery - Palestine Township Story County and Boonville Cemetery - Boonville Township Polk County. Services provided includes establishing new burial plot for unused ground within cemetery, identifying occupied and non occupied burial plots with township records and staking burial plots for occupancy.

References Information:

Altoona Memorial Park - Steve Hanson, 515-491-1603;
Jordan Cemetery - Sally Ortgies, 515-222-3447

Primary Contact Person

Terry Coady, PLS.
Project Manager
2727 SW Snyder Blvd.
Ankeny, Iowa 50023
515-964-2020
tlcoady@snyder-associates.com

PROJECT TEAM:

Primary Project Contact/Project Manager



Terry Coady, P.L.S.

Biography: Project Manager / 24 years experience.

Experience: Terry is a licensed Professional Land Surveyor in the State of Iowa with over 24 years of experience which includes overall project management and various types of surveying projects with an emphasis in boundary surveys, plat of survey for property divisions, rural and urban subdivision platting, Cemetery survey, ALTA/NSPS survey, and right-of-way and easement acquisition. His related cemetery projects include: Altoona Memorial Park - Clay Township Polk County, Lincoln Cemetery – Palestine Township Story County, Greenwood Friends Cemetery – Douglas Township and Boonville Cemetery – Boonville Township Polk County. Prior cemetery work included creation of new burial plot additions to existing cemetery ranging from 100 to over 2000 new burial plots and identifying existing burial plots to existing cemetery management records to determine the availability of remaining burial plots. In addition to managing his own projects, Mr. Coady also works closely with other project managers and engineers to insure the survey needs for their projects meet the land surveying standards established by Iowa Code.

Civil Engineer



Eric D. Cannon, P.E.

Biography: Professional Civil Engineer – 13 years of experience

Experience: Eric is a licensed Professional Civil Engineer in the State of Iowa with over 10 years of diverse civil engineering experience and has been managing both planning and design services for a variety of residential and commercial projects and is the City Engineer representative for the City of Pleasant Hill. His experience working in both the public and private realm have equipped him to efficiently communicate project needs, establish and adhere to project schedules and engage the right people on the right team to provide a successful design project. His background includes management of municipal projects for the City of Pleasant Hill, detailed site analysis and engineering, master planning, design development, construction documentation, construction administration and client relations.

Survey Crew Chief



Will Riordan, Crew Chief

Biography: Crew Chief Engineering Survey / 9 years experience.

Experience: Will has been with Snyder & Associates for 9 years and is responsible for project field data acquisition. His duties include review of the task and project needs with the survey project manager, scheduling, data collection, download process, review of base mapping documents, and survey resource management of day to day needs. Will is also our GIS field specialist performing data collection on Snyder & Associates GIS mapping projects.

Will has performed preliminary surveying for numerous municipal projects which include: City of Des Moines Indianola Ave from SE 14th to Army Post Rd., Clive NE 86th Streetscape project. He has also performed surveys for many private development projects in the Des Moines Metro area.

DISCLOSURES

Snyder & Associates, Inc. is not involved in any material litigation, arbitration or bankruptcy proceedings. However, we are involved as third-party litigants in a few cases.

STATEMENT OF WORK:

I. RESURVEY BLOCKS WITH EXISTING LOT PINS

Snyder & Associates, Inc. will provide a field survey of Block 2 South, Block 2 North, Block 5 and the west end of Block 1 locating existing corner monuments and identifying existing 10' x 20' burial blocks. Missing block corner monuments will be re-established using ½" rebar, 24" long. An exhibit drawing will be provided to the Client in a GIS format showing the found monuments, the set monuments and burial plot lines. This file would consist of polygon shape file without attributes.

FEE FOR SERVICES.....LUMP SUM \$12,900

II. SURVEYING BLOCK 8

Snyder & Associates, Inc. will provide a field survey to establish Block 8. New corner monuments identifying 10' x 20' burial blocks will be established using ½" rebar, 24" long. An exhibit drawing will be provided to the Client in a GIS format showing the set monuments and burial plot lines. This file would consist of polygon shape file without attributes.

FEE FOR SERVICES.....LUMP SUM \$5,000

III. GPS EXISTING LOT PINS

Snyder & Associates, Inc. will provide a field survey of the east end of Block 1, Block 3, Block 4, Block 6 and Block 7 locating existing corner monuments and identifying existing 10' x 20' burial blocks. Missing corner monuments will not be re-established for the mention blocks. An exhibit drawing will be provided to the Client in a GIS format showing the found monuments, and burial plot lines. This file would consist of polygon shape file without attributes.

FEE FOR SERVICES.....LUMP SUM \$9,800

IV. DOCUMENT REVISIONS, MODIFICATIONS, AND CHANGES OF SCOPE

- A. As directed by the Client requirement to provide plan and document revisions, modifications, and changes of scope.
- B. In the event assistance is requested by the Client, the Consultant may provide services on an hourly basis.
- C. Upon initiation of Additional Services, the Consultant may submit in writing to the Client, a Work Order to be executed by both parties which defines the scope of Additional Services and the corresponding fees for services. Such costs will be based on the current hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule.

FEE FOR SERVICES.....To be hourly plus expenses as per attached Standard Fee Schedule

SNYDER & ASSOCIATES, INC.
2016-17
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal	\$190.00	/hour
Principal	\$179.00	/hour
Senior	\$161.00	/hour
VIII	\$148.00	/hour
VII	\$141.00	/hour
VI	\$136.00	/hour
V	\$127.00	/hour
IV	\$115.00	/hour
III	\$107.00	/hour
II	\$97.00	/hour
I	\$83.00	/hour
Technical		
<i>Technicians--CADD, Survey, Construction Observation</i>		
Lead	\$113.00	/hour
Senior	\$109.00	/hour
VIII	\$102.00	/hour
VII	\$94.00	/hour
VI	\$83.00	/hour
V	\$75.00	/hour
IV	\$69.00	/hour
III	\$58.00	/hour
II	\$50.00	/hour
I	\$44.00	/hour
Administrative		
II	\$58.00	/hour
I	\$47.00	/hour
Reimbursables		
Mileage	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: SEPTEMBER 27, 2016

TO: MAYOR AND CITY COUNCIL

FROM: RUSS PAUL, ASST. PUBLIC WORKS DIRECTOR

SUBJECT: ISSUANCE OF RIGHT-OF-WAY LICENSE TO AUREON

BACKGROUND:

In November 2015 council approved chapter 143, Right-of-way management, with the intent to provide a process and safeguard for future utility work and improvements in the public right-of-way. In December of 2015, Aureon (formerly Iowa Network Services) submitted plans for installing fiber to service local businesses in Pleasant Hill. This project was completed during the summer of 2016 and Aureon is now seeking a license to operate this fiber utility. Licenses have a max term of five (5) years before renewal is issued.

ALTERNATIVES:

Not approve the issuance of this license.

FINANCIAL CONSIDERATIONS:

As outlined in Chapter 143, a license fee is to be collected as part of this issuance. This fee is derived from the right-of-way schedule of fees approved by council in November 2015. The fee is based off of the amount of equivalent linear foot (ELF) of utility installed and is set at \$0.27/ELF. Based off this approved fee schedule, the current annual license fee for this project is \$2,727.00. This annual fee amount would be adjusted if additional utility is installed during the 5 year license term.

RECOMMENDATION:

I recommend council approval to issue Aureon a license to operate this utility.

RESOLUTION #092716-13

A RESOLUTION APPROVING THE RIGHT-OF-WAY SCHEDULE OF FEES

WHEREAS, the Pleasant Hill City Council has approved the Right-of-Way Management ordinance; and

WHEREAS, the Right-of-Way Management ordinance allows issuance of licenses to operate within Right-of-Way;

NOW THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the Right-of-Way license for Aureon to be effective immediately and run until the 27th day of September 2021, hereby made a part of this resolution;

ADOPTED this 27th day of September 2016

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director



Right-Of-Way License Application

LICENSEE (Person Owning / Operating Equipment in City ROW)

Aureon Network Services
 Name of Licensee (individual, company, corp., etc.)
7760 OFFICE PLAZA DR SOUTH
 Street Address
WEST DES MOINES, IA 50266
 City / State / Zip
515-830-0110
 Phone Number
515-830-0123
 Fax Number
aureon.com
 E-mail or Web Page Address

JEFF KLOCKO
 Name of Licensee's Contact Person
7760 OFFICE PLAZA DR SOUTH
 Street Address
WEST DES MOINES, IA 50266
 City / State / Zip
515-830-0110
 Contact Person Phone Number
515-830-0123
 Contact Person Fax Number
Jeff.Klocko@aureon.com
 Contact Person E-mail Address

LICENSE APPLICANT

JEFF KLOCKO
 Name of Person Submitting Application

Signature of Person Submitting Application

Company Name (if different than licensee)

Street Address

Contact Person

Contact Person Phone Number

Contact Person E-mail Address

DATE OF SUBMISSION

- 12 / 14 / 2015

City / State / Zip

Contact Person Fax Number

LICENSEE'S CONTRACTOR: (if any)

N/A
Company Name

Street Address

Contact Person

Contact Person Phone Number

Contact Person E-mail Address

Current license expires on:

_____/_____/_____

City / State / Zip

City / State / Zip

Contact Person Fax Number

Description of the System for Which License Renewal is Sought.

If the applicant is making application for a license for an existing system in City ROW, describe in general terms (a) the type and purpose of the utility system for which a license is being sought, (b) the type or types of equipment installed in City ROW, (c) the length of the existing system in miles and/or feet, and (d) the vertical location of the existing system in the ROW (above and/or below grade). Attach additional sheets as needed.

If the applicant is making application for a license for a proposed system in City ROW, describe in general terms (a) the type and purpose of the utility system for which a license is being sought, (b) the type or types of equipment to be installed in City ROW, (c) the length of the proposed system in miles and/or feet, and (d) the vertical location of the proposed system in the ROW (above and/or below grade). Attach additional sheets as needed.

- a.) TELECOMMUNICATION SERVICE
- b.) CONDUIT W/ FIBER OPTIC & HANDHOLES
- c.) 10.100 FEET
- d.) 42" BELOW GROUND

Checklist of Items Required to be Submitted with Application

- _____ 1 – Original, executed notarized ROW License
- _____ 1 – Copy of Exhibit A
- _____ 1 – Copy of Route Map
- _____ 1 – Copy of ROW Usage Reporting Form
- _____ 1 – Set Plans and Specifications
- _____ 1 – Copy of Exhibit B - Original Insurance Certificate
- _____ 1 – Application and License Fee

NOTE: ALL items above MUST be checked. ALL required items must be included with Application or Application will not be processed.

**LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY
(PRIVATE UTILITY SYSTEM)**

This License for Use of Public Right-of-Way issued by the City of Pleasant Hill, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa, hereafter referred to as "Licensor" or "City", to Aureon Network Services (hereinafter referred to as " " or as the "Licensee") a corporation organized and existing under the law of the State of Iowa.

PREAMBLE

WITNESSETH:

WHEREAS, Aureon Network Services has made application to the City of Pleasant Hill for the renewal of a license giving it permission to use City street rights-of-way for the purpose of constructing, installing, operating, and maintaining a Communications Network system, more completely described in Exhibit A hereto and hereafter referred to as "the utility system" or "the system"; and

WHEREAS, the City Council of the City of Pleasant Hill has enacted an ordinance, commonly known as the Right-of-Way Management Ordinance, providing for an enhanced level of management and regulation of private or commercial uses of City rights-of-way, and providing for the franchising or licensing of such uses of City rights-of-way, which ordinance is now codified at Chapter 143 of the Municipal Code of the City of Pleasant Hill, Iowa ("the City Code"); and

WHEREAS, as Licensee, has filed an application for the renewal of such license with the Public Works Director, therein proposing that it be allowed to continue using those specified portions of City rights-of-way hereafter identified in Exhibit A hereto for the purpose or purposes therein identified.

NOW, THEREFORE, for and in consideration of the Licensee's payment of a \$40.00 application fee to cover the costs of processing its license application; the Licensee's commitment to pay an annual license fee as hereafter provided; the Licensee's commitment to obtain right-of-way permits and pay right-of-way permit fees as hereafter provided; and the Licensee's commitment to comply with the provisions of Chapter 143 of the City Code, as presently enacted or as hereafter amended by the City Council; and in further consideration of the mutual covenants and undertakings hereinafter made by the City and the Licensee, the parties do agree as follows:

1. License for Use of Specified Portions of City Rights-of-Way for Specified Purpose. Pursuant to Chapter 143 of the City Code, the City hereby issues this License for Use of Public Right-of-Way (hereafter "License") to the Licensee, extending to it the privilege of using and occupying those City street rights-of-way hereafter specifically identified in Exhibit A hereto, for the construction, installation, operation and maintenance of a private utility system as described in said Exhibit A, for the purpose or purposes identified in said Exhibit A, which utility system or systems shall be limited to that equipment identified and described in said Exhibit A.

2. License Contingent Upon Continuing Compliance with License and City Code Requirements. This License is issued subject to the provisions of Chapter 143 of the City Code. By its acceptance of this License, Licensee agrees that this License and its privilege to use and occupy City right-of-way is contingent upon its continued compliance with, and its continued performance as required by, the terms and conditions of this License and the above referenced provisions of the City Code. By its acceptance of this License, Licensee further agrees that the City may revoke, cancel, or refuse to renew this License for failure to comply with, or for failure to perform as required by, this License or the said provisions of the City Code.

3. Temporary Nature of License. This License shall be for a renewal term of five (5) years and shall continue in effect until the day of _____, 2016, at which time this License shall terminate and expire unless it has been renewed as provided in Chapter 143 of the City Code. By acceptance of this License, Licensee acknowledges that the initial issuance and any renewal of this License are in the discretion of the City Engineer. Licensee agrees that in exercising that discretion, the Public Works Director may apply the issuance and renewal criteria and standards set forth in Chapter 143 of the City Code. The termination or expiration of this License notwithstanding, the Licensee shall retain its liabilities and obligations with respect to the maintenance and removal of its equipment from City right-of-way, and with respect to the restoration of City rights-of-way upon such removal of its equipment as provided in Chapter 143 of the City Code.

4. Payment of License Fee as Consideration for Use of City Right-of-Way. This License is issued (a) in consideration of Licensee's agreement to pay an annual license fee as provided in the most recent, approved Right-of-Way Schedule of Fees on the basis of the number of equivalent lineal feet of right-of-way which Licensee intends to occupy as shown on Exhibit A hereto multiplied by the Annual License Fee, and (b) in consideration of the Licensee's agreement to pay in subsequent fiscal years an annual license fee. By acceptance of this License, Licensee agrees to pay an annual license fee in advance on or before the annual license anniversary date, and acknowledges and agrees that the amount of the annual license fee shall be subject to adjustment by the City Council at its discretion.

5. License Effective. This License shall be effective upon the occurrence of all of the following:

- (a) acceptance and execution of this License by the Licensee, and
- (b) approval and execution of this License by the Public Works Director.

6. Licensee to Obtain Right-of-Way Permits and Pay Right-of-Way Permit Fees. By its acceptance of this License, Licensee agrees that, prior to excavating in City right-of-way in conjunction with its construction, installation, operation, or maintenance of its equipment in City right-of-way pursuant to this License, it shall obtain an excavation permit and pay an excavation permit fee, all as required by Chapter 143 of the City Code. Licensee further agrees that, prior to obstructing City right-of-way in conjunction with its construction, installation, operation, or maintenance of its equipment in City right-of-way pursuant to this License; it shall obtain an obstruction permit and pay an obstruction permit fee, all as required by Chapter 143 of the City Code. Licensee further agrees to pay right-of-way permit fees for such activities as determined by reference to the Right-of-Way Schedule of Fees hereafter adopted by the City Council pursuant to Chapter 143 of the City Code. Licensee further agrees to cause its contractors to obtain

excavation permit and pay permit fees before excavating in or obstructing City right-of-way in conjunction with the construction, installation, operation, or maintenance of its equipment in City right-of-way pursuant to this License.

7. Location of Equipment in City Rights-of-Way.

- (a) Licensee has provided to the City, in connection with its application for this License, a set of plans and specifications showing the equipment it intends to construct or emplace in City rights-of-way, and the proposed location of such equipment with respect to right-of-way lines or other monuments. By its acceptance of this License, Licensee acknowledges and agrees that the City shall have authority to determine the required location of such equipment in its right-of-way, and that Licensee is required to construct its equipment at the location directed by the Public Works Director as shown on the plans and specifications approved by the Public Works Director. If the Public Works Director does not approve the location for equipment as proposed by the Licensee, the Licensee shall cause its plans and specifications to be revised accordingly and resubmitted to the City.
- (b) By its acceptance of this License, Licensee agrees to construct its equipment as shown, and in the locations shown, on the plans and specifications approved by the Public Works Director, and shall upon completion of construction thereof certify to the City that said equipment has been constructed and located within City rights-of-way as shown on the approved plans and specifications.

8. Repair and Maintenance of Utility Equipment by Licensee or Contractor; Extension of Utility System; Restoration of the Right-of-Way.

- (a) In undertaking the repair, maintenance or extension of its utility system, Licensee shall obtain right-of-way permits and pay right-of-way permit fees as required by Chapter 143 of the City Code. If the work will be performed in whole or in part by a contractor, the Licensee shall cause its contractor to obtain right-of-way permits and pay right-of-way permit fees. The City reserves the right to reject any contractor for purposes of performing right-of-way restoration work if in the judgment of the Public Works Director the contractor does not possess the requisite skill, resources, or experience to perform such restoration work.
- (b) If the Licensee should at anytime determine the need to extend its utility system to other City rights-of-way not licensed for such use, Licensee shall make application to the Public Works Director to amend its License by addendum, allowing such use of additional City right-of-way, and shall pay a fee in connection with such application for amendment. Licensee shall be required to prepare an addition to Exhibit A and to its Route Map describing such addition to its system, and shall be required to submit detailed plans and specifications showing the proposed location of its equipment within the right-of-way. The Public Works Director may in his/her discretion approve such extension by execution of the Addendum submitted by the Licensee.
- (c) Licensee shall provide or procure an appropriately skilled and equipped workforce, and shall provide necessary supervision, to construct the system in a workmanlike manner.
- (d) Licensee shall upon completion of construction or installation of each segment of its system, promptly restore or promptly cause the restoration of the City's right-of-way for safe and efficient vehicular and pedestrian use.

Right-of-way restoration work shall be performed as required in the latest version of the Statewide Urban Design and Specifications (SUDAS).

- (e) Licensee shall be solely responsible for all costs associated with the construction and installation of its system and restoration of the City's right-of-way.
- (f) In the event the Public Works Director determines that any right-of-way restoration work performed by the Licensee or its contractor is unacceptable, the Public Works Director may direct that such restoration work be performed or redone, as the case may be, by a City work crew or contractor, and the costs of such restoration work shall thereafter be paid by the Licensee's surety or its contractor's surety if a bond has been provided and is still in force, as provided in Chapter 143 of the City Code, or shall thereafter be paid by the Licensee in the absence of such bond or in the event the surety declines to make payment.

9. Operation and Maintenance of Utility Equipment During the term of this License, including any renewals thereof, Licensee shall, at its own expense, maintain the system in a safe condition and in a manner so as not to physically conflict or electronically interfere with the facilities of the City or the City's franchisees or licensees, and so as not to conflict or interfere with pedestrian or vehicular use of City rights-of-way. Any work required to maintain the system shall be performed as required in the latest version of the Statewide Urban Design and Specifications (SUDAS).

10. Indemnity and Insurance. By its acceptance of this License, Licensee agrees (a) to defend, pay on behalf of, indemnify, and hold harmless the City of Pleasant Hill, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City, as more particularly provided in Exhibit B hereto, and (b) to obtain and maintain in continuous effect during the term of this License, and while its utility system equipment is located in City right-of-way, the insurance coverage's set forth in Exhibit B hereto. Licensee further agrees to comply with insurance and indemnity requirements hereafter imposed by the City pursuant to the provisions of Chapter 143 of the City Code.

11. Licensee's Use Subservient to City Use; Removal or Relocation of Utility Equipment Required to Accommodate City Use.

- (a) By its acceptance of this License, Licensee agrees that its system, and its use and occupancy of City right-of-way for the purpose herein provided, shall be subservient to the City's use of the right-of-way and to the City's need to optimize use of the right-of-way by competing uses. If at any time during the term of this License the City determines the need to use all or any portion of the City's rights-of-way wherein the Licensee's system is located for any public use or purpose, or determines the need to manage the use of the right-of-way to optimize such use by competing uses, it may terminate this License as to the right-of-way so required, and/or it may require the Licensee to relocate its system within, or remove its system from, the right-of-way, or the City may require the Licensee to relocate or remove so much of its equipment as is required to accommodate the City's use of the right-of-way or the City's need to optimize use of the right-of-way by competing uses.
- (b) By its acceptance of this License, Licensee agrees that such relocation or removal of its system or its equipment shall be undertaken and completed by it as its sole cost and expense. By its acceptance of this License, Licensee further

agrees that it has not by virtue of the City's issuance of this License acquired any property interest in City right-of-way, and that it shall not be entitled to compensation from the City on account of the City's termination of its License as above provided, or on account of the City's direction to remove or relocate the Licensee's system or any part thereof. In the event Licensee determines that it is not feasible to relocate the system or the affected portion thereof, Licensee may terminate this License upon giving at least thirty (30) days written notice to City.

12. Termination of License; Removal of Equipment; City May Acquire Ownership of Abandoned Equipment.

- (a) Termination for Cause. If, through any cause, Licensee shall fail to fulfill its obligations under this License, or, if it shall violate any of the covenants, terms or conditions herein, and if such failure or violations should continue for a period of thirty (30) days after written notice thereof is given by the City to Licensee, the City shall thereupon have the right to terminate this License by sending written notice to Licensee of such termination and specifying the effective date thereof. If, after termination for cause, it is determined that Licensee has not failed to fulfill its obligations under this License, the termination shall be deemed to have been effected for the convenience of the City.
- (b) Termination at Will. The City or Licensee shall have the right to terminate this License at any time by giving written notice to the other party at least sixty (60) days prior to the termination date. Thereafter, the parties shall have no further obligation to the other under this License except as otherwise specified herein. After such termination, Licensee shall have 60 days to remove its system from the City's rights-of-way and to commence restoration thereof. If Licensee fails to remove its system as provided herein, it shall be deemed abandoned as provided in Chapter 143, Article IV Section 14 of the City Code. Upon abandonment of its system or any portion thereof by Licensee, the City may remove part or all of the system at Licensee's cost, or the City may assume possession and ownership of the system or so much thereof as the City deems desirable, without any payment to the Licensee.
- (c) It is expressly recognized by Licensee that notwithstanding its expense for improvements and alterations to City right-of-way or land, the City shall have the express right to terminate this License, be it for cause or at will, without compensating Licensee in any manner, including, but not limited to, replacement value or fair market value of any improvement placed on City right-of-way, and including losses or damages that may be suffered by Licensee.

13. Terms Defined. All terms used in this License shall have the meanings ascribed to them as those terms are defined in Chapter 143 of the City Code.

14. Provisions of City Code to Prevail Over License in the Event of Conflict. To the extent that the provisions of the City Code, including the provisions of Chapter 143 thereof, should be deemed to be in conflict with the provisions of this License, the said provisions of the City Code shall prevail and govern over the provisions of this License, subject only to the reservation of rights set forth in paragraph 15 hereof.

15. Reservation of Rights. The parties' execution of this License, and Licensee's placement of its facilities in City rights-of-way, shall not be construed or deemed to waive the respective rights or obligations of the parties under applicable state or federal law.

16. Police powers. By its acceptance of this License, Licensee acknowledges and agrees that its rights hereunder are subject to the police powers of the City to adopt and enforce general ordinances necessary for the safety and welfare of the public, and it agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power, subject only to the reservation of rights set forth in paragraph 15 hereof.

17. Complete Agreement. This License is the full and complete Agreement between the City and Licensee with respect to all matters relating to Licensee's use and occupancy of City right-of-way for installation, operation and maintenance of its private utility system, and supersedes any and all other prior Licenses or agreements between the parties relating to the use or occupancy of City right-of-way for said purpose.

NOW, THEREFORE, for and in consideration of the Licensee's payment of the License Application Fee to cover the costs of processing its application for license, and in consideration of the Licensee's commitment to observe all terms and conditions of this License with respect to those portions of its utility system, as described in Exhibit A, page 1 attached hereto and by this reference made a part hereof, the Licensor City of Pleasant Hill hereby issues this License.

**LICENSOR
CITY OF PLEASANT HILL, IOWA**

By: _____ Date: _____, 20____.

Gary Patterson
Public Works Director

EXHIBIT B

CITY OF PLEASANT HILL, IOWA RIGHT-OF-WAY LICENSE INSURANCE AND INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment, the term "City" shall mean the City of Pleasant Hill, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

I. GENERAL PROVISIONS

- *Licensee* shall purchase and maintain insurance, as required below, throughout the duration of this License.
- Insurance companies may be either "admitted" or "non-admitted" to do business in the State of Iowa and shall have an A.M. Best Rating of B+ or greater.
- Insurance policies shall be written on an occurrence basis and in form and amounts and with companies satisfactory to the City, unless otherwise approved by the City.
- Certificates of Insurance evidencing insurance coverage shall be submitted to the City prior to commencement of activities authorized under this License and upon policy renewals throughout the duration of this License (see Proof of Insurance below).
- City shall receive 30 days written notification of cancellation of insurance.

II. INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance

- Coverage – Bodily injury and Property Damage.
- Policy Form – No less comprehensive and no more restrictive than Standard ISO Commercial General Liability Policy (CG 0001 with standard exclusions) or its non-ISO equivalent form. No absolute Pollution Exclusion is allowed.
- Limits – No less than a \$2,000,000 per occurrence and aggregate CSL.
- An Umbrella or Excess Liability policy may be added, if necessary, to meet these limits.
- Policy must include –
 - (a) Contractual Liability
 - (b) Premises and Operations
 - (c) Products/Completed Operations
 - (d) Independent Contractors Coverage
 - (e) Personal and Advertising Injury
 - (f) Explosion, Collapse and Underground
- Aggregate Per Project Endorsement or \$5,000,000 Umbrella or Excess Liability Insurance policy.

B. Proof – Certificate of Insurance

- Licensee shall submit Certificate(s) of Insurance to:
 - City of Pleasant Hill
 - Public Works Department
 - 5160 Maple Drive, Suite A
 - Pleasant Hill, IA 50327
- Certificate(s) of Insurance shall specify:
 - City of Pleasant Hill, Iowa – ROW License

III. INDEMNIFICATION PROVISION

To the fullest extent permitted by law, Licensee agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, environmental damage resulting from operations, and economic damages arising out of or in any way connected or associated with Licensee's use or occupancy of City right-of-way.

Licensee's obligation to indemnify the City contained in this License is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by *Licensee*, its officers, employees, subcontractors, and others affiliated with *Licensee*, arising out of or in any way connected or associated with *Licensee's* use or occupancy of City right-of-way, except for and only to the extent caused by the negligence of the City of Pleasant Hill, Iowa.

Licensee expressly assumes full responsibility for any and all damages to City property arising out of or in any way connected or associated with *Licensee's* use of occupancy of City right-of-way including, but not limited to, the activities of *Licensee*, its officers, employees, subcontractors, and others affiliated with *Licensee*.

Licensee shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel and Licensee will observe, and cause its officers, employees, subcontractors and others affiliated with *Licensee* to observe all applicable safety rules.

IV. WAIVER OF SUBROGATION PROVISION

To the fullest extent permitted by law, Licensee hereby releases the City, its elected and appointed officials, its agents, employees and volunteers from and against any and all liability or responsibility to the Licensee or anyone claiming through or under the Licensee by way of subrogation or otherwise, for any loss without regard to the fault of the City or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of this License. The Licensee's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Licensee to recover there under.

3. Calculation of the total amount of equivalent lineal footage of equipment now in City right-of-way owned by the reporting person or entity: (*)

Equivalent lineal footage of above ground equipment = _____
Equivalent lineal footage of below ground equipment = 10,100 L.F.
Total Equivalent lineal footage of equipment = 10,100 L.F.

PART III: CERTIFICATION (to be completed and executed by the owner or lessee of the equipment or by an officer or management level employee of the entity owning or leasing the equipment)

I, Jeff Klocko, do hereby certify that the information hereinabove set forth is true and correct to the best of my knowledge, information and belief.

By:  Date 9/16/2016

Jeff Klocko
(print name)

OSP Engineer, Aureon Network Services
(print title or capacity and company name)

After completing and executing this form, return it to:

City of Pleasant Hill
Public Works Department
5160 Maple Drive, Suite A
Pleasant Hill, IA 50327
Phone: (515) 262-9368
Fax: (515) 262-9570

(*) NOTE:

The total equivalent lineal footage of equipment in City right-of-way reported by each user will be used by the City to calculate each user's share of non-allocable right-of-way management costs to be paid by that user as an annual management fee. The City will verify each user's total equivalent lineal footage of equipment in City right-of-way through the submission and development of mapping data for each ROW user's equipment. The annual management fee will be subject to adjustment based on any discrepancies discovered between the amount of right-of-way usage reported by a user and the amount verified through mapping.

Guidelines for Reporting Equivalent Lineal Footage of Equipment in City ROW

The equivalent lineal footage of equipment in City right-of-way shall be calculated and reported in accordance with the following guidelines:

1. All equipment / installations will be measured in equivalent lineal feet regardless of the elevation of the equipment above or below the surface of the ROW.
2. All users shall measure and report all equipment owned by them in the city ROW whether this equipment is installed in the user's own duct bank, conduit, utility poles, etc. or in a duct bank, conduit, utility pole, etc. owned by another party;
3. Service connections from public utility equipment in the city ROW to a receiving property shall not be measured or reported for this purpose.

Overhead Installations:

1. One lineal foot (1') of equipment between two utility poles is considered one equivalent lineal foot regardless of the number or spacing of the overhead lines spanning between the poles. Therefore, the number of equivalent lineal feet of the overhead equipment is equivalent to the distance between the two poles in feet:

e.g. 100 feet between poles, with two wires owned by company A spanning said poles = 100 equivalent lineal feet of equipment occupancy by company A

2. If more than one user owns overhead equipment (lines) spanning the distance between the same poles, each one of these users will report the same amount of equivalent lineal feet regardless of the proportion of lines each owns as outlined in item 1 above:

e.g. 100 feet between poles, with two wires owned by company A spanning the distance between said poles and 3 cables owned by company B spanning the distance between said poles = 100 equivalent lineal feet of equipment occupancy by company A and 100 equivalent lineal feet of equipment occupancy by company B.

Underground Installations:

1. One lineal foot of underground equipment up to three feet (3') in width (outside dimension) shall be considered one equivalent lineal foot of equipment for purposes of calculating equivalent lineal feet. One equivalent lineal foot shall be added for each one foot or fraction of one foot of the equipment width exceeding three feet, as follows: 1 foot in length and up to 3 feet wide = 1 equivalent lineal foot; 1 foot in length and up to 4 feet in width = 2 equivalent lineal feet; 1 foot in length and up to 5 feet in width = 3 equivalent lineal feet, etc. Equipment, which is five (5) feet or more in width, such as a utility vault, shall be considered to be 4 equivalent lineal feet for each foot of length. In all instances, the lesser dimension is to be considered as width, and the greater dimension is to be considered as length.

e.g. 1,000 feet of interduct having an outside diameter of four inches (4"), all owned by company A = $1,000 \times 1 = 1,000$ equivalent lineal feet of equipment occupancy by company A;

e.g. 1,000 feet of duct bank having an outside diameter or width of thirty inches (30"), with multiple conduits, all owned by company A; equivalent lineal feet = $1,000 \times 1 = 1,000$ equivalent lineal feet of equipment occupancy by company A;

e.g. 1,000 feet of duct bank having an outside diameter or width of fifty inches (50"), with multiple conduits, all owned by company A = $1,000' \times 3 = 3,000$ equivalent lineal feet of equipment occupancy by company A.

e.g. A utility vault measuring five (5) feet wide by ten (10) feet long shall be considered to be 40 equivalent lineal feet of equipment occupancy. A utility vault measuring eight (8) feet wide by ten (10) feet long shall be considered to be 40 equivalent lineal feet of equipment occupancy.

2. If two or more ROW users jointly own or share the use of a duct bank, then each owner or user shall report its share of that facility. The total equivalent lineal feet of the shared facility shall be calculated as outlined in item 1 above and each user shall report its pro-rata share of the total.

e.g. 1,000 feet of shared duct bank having an outside diameter of forty-eight inches (48"), with 20 conduits, 10 owned by company A, 10 owned by company B. Company A uses 10 ducts, and Company B uses 5 ducts and leases 5 of its ducts to company C. The total equivalent lineal feet of the shared duct bank = $1,000 \times 2 = 2,000$ equivalent lineal feet. Company A shall report $1/2$ of the total equivalent lineal feet or 1,000 equivalent lineal feet, company B shall report $1/4$ of the total equivalent lineal feet, or 500 equivalent lineal feet, and company C shall report $1/4$ of the total equivalent lineal feet, or 500 equivalent lineal feet.

NOTE: The proration of duct bank space is to be based upon ownership or leasehold interest in conduits or ducts, regardless if an owned or leased conduit or duct is actually occupied.



CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: SEPTEMBER 27, 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 6TH AVENUE

BACKGROUND:

Property owner Joseph Thomas wishes to construct a single-family home on a property he owns in an area north of SE 6th Avenue and west of SE 60th Street at 5838 SE 6th 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 second reading of an ordinance to assign the R1-90 designation to the property.

ALTERNATIVES:

Not approve the third 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 third 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.

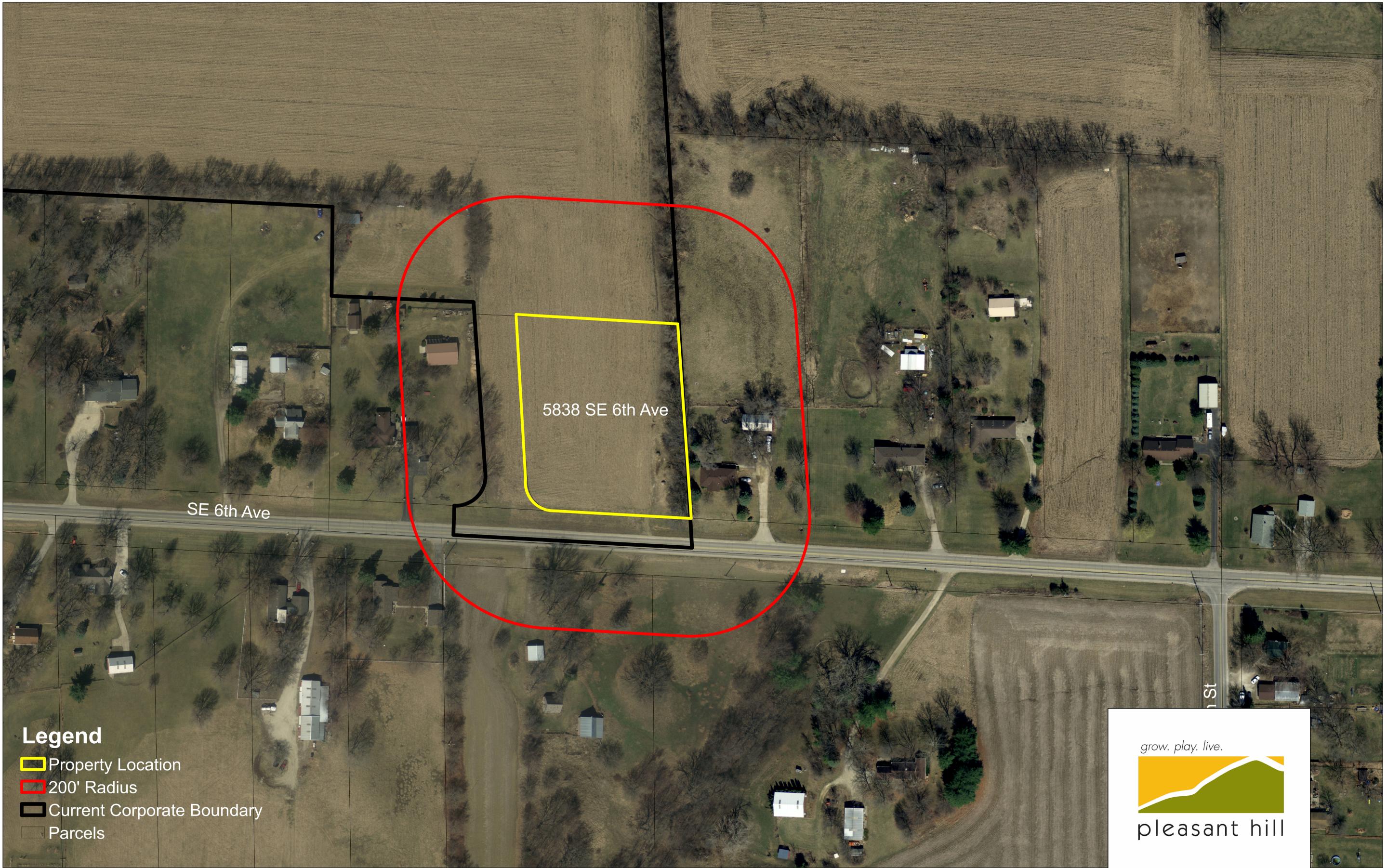
SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication, as provided by law.

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

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director



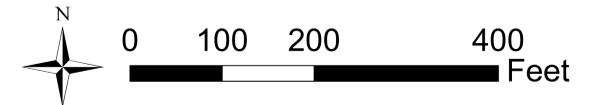
5838 SE 6th Ave

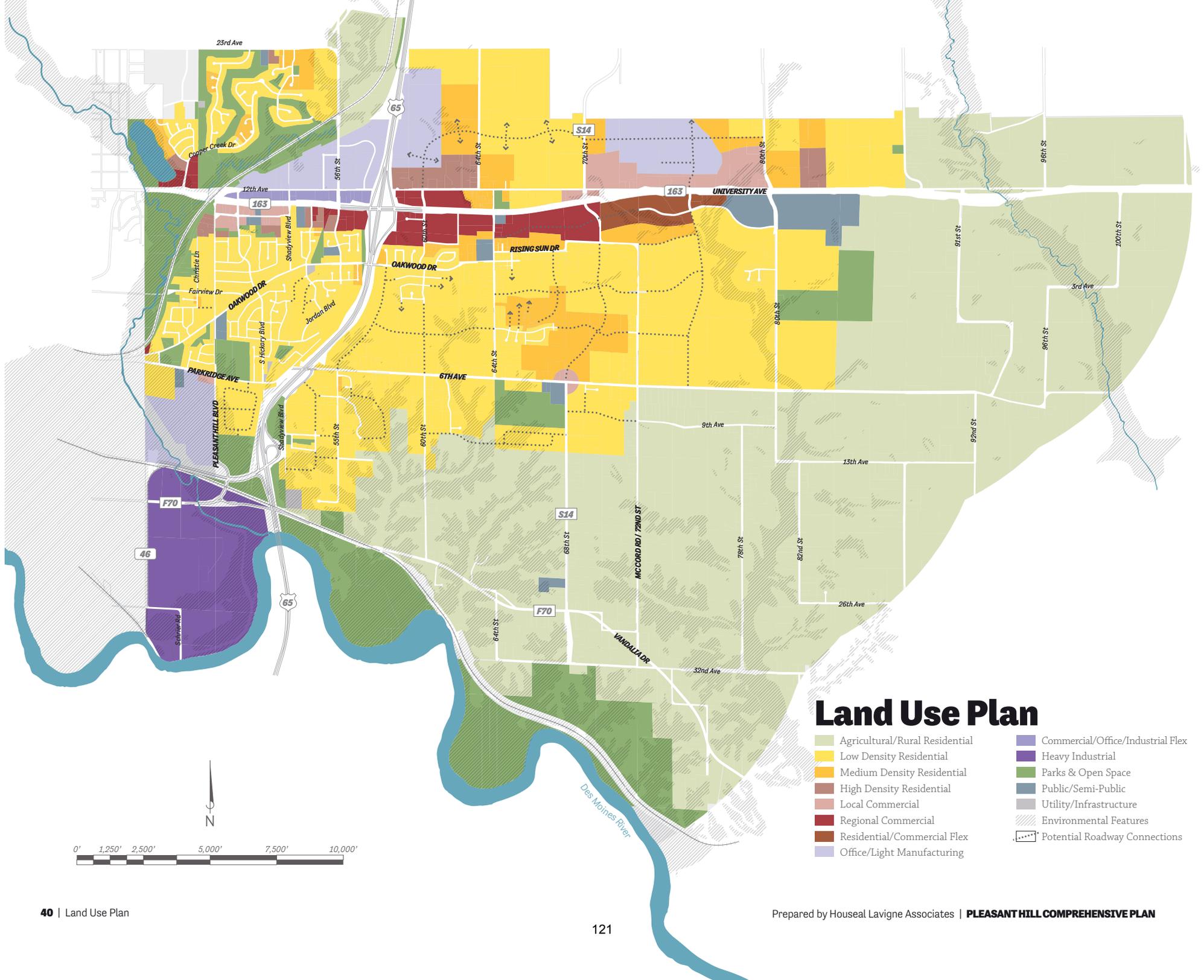
SE 6th Ave

1st St

Legend

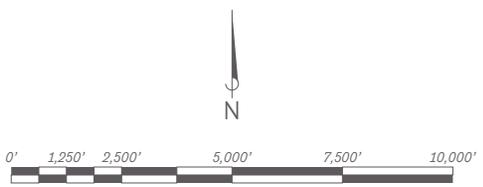
-  Property Location
-  200' Radius
-  Current Corporate Boundary
-  Parcels





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



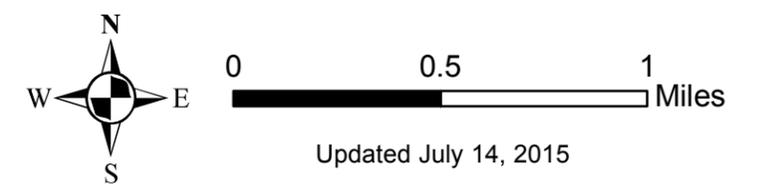


CITY OF PLEASANT HILL, IOWA ZONING MAP

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

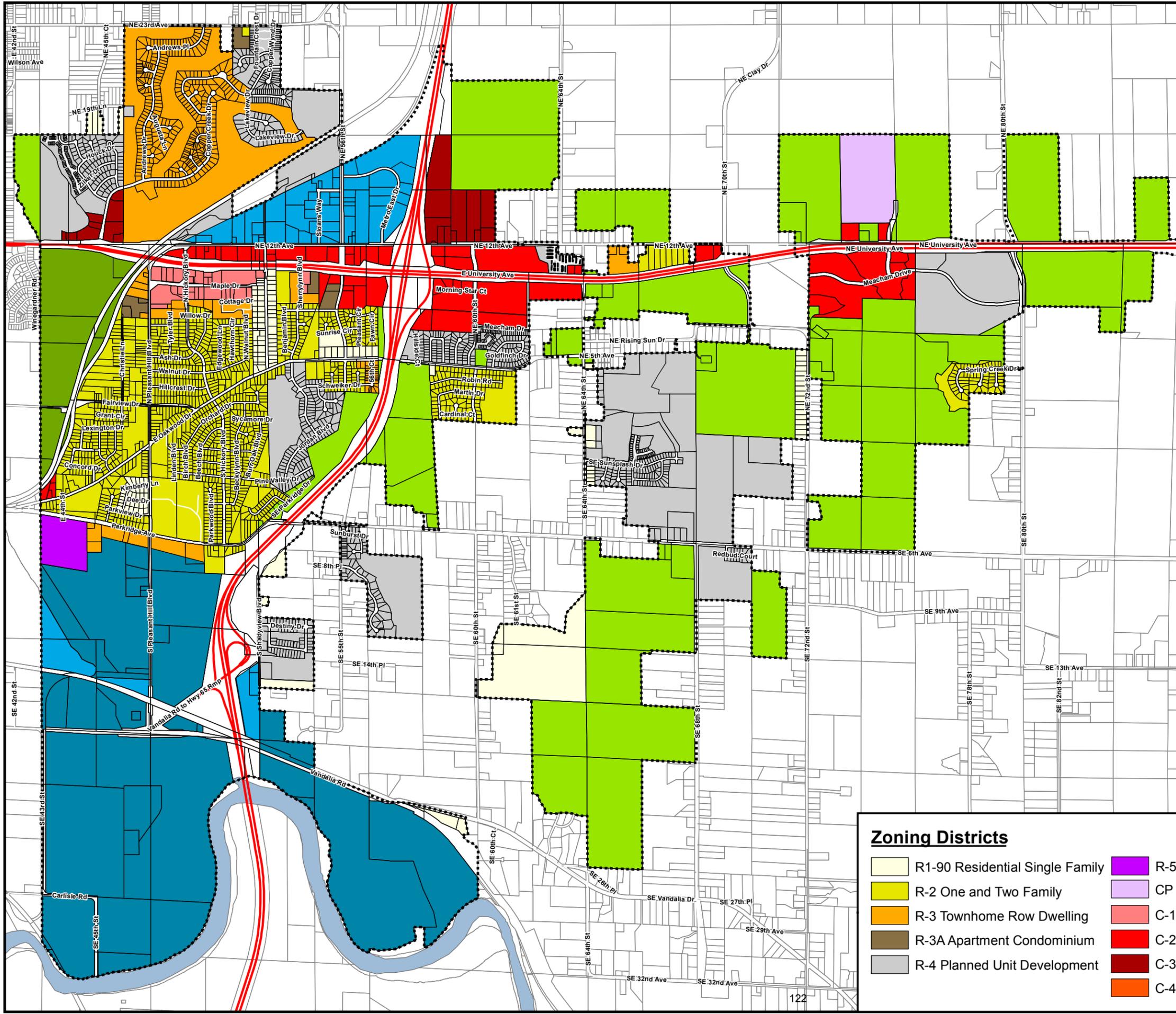
DISCLAIMER: This Zoning Map is provided for informational purposes "as is" without warranties of any kind either express or implied or any representation of accuracy, timeliness or completeness. This map is dynamic and is subject to change. To obtain an official zoning determination or to see the Official 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 | |





CITY OF PLEASANT HILL, IOWA
CITY COUNCIL AGENDA COMMUNICATION

DATE: SEPTEMBER 27, 2016

TO: MAYOR & CITY COUNCIL

FROM: MADELINE STURMS, AICP, CPM
SENIOR PLANNER

SUBJECT: DEVELOPMENT AGREEMENT WITH JOSEPH R. THOMAS AND SUNRISE DEVELOPING COMPANY

BACKGROUND:

Earlier on the meeting agenda, the Council will be considering the third reading of a rezoning for property at 5838 SE 6th Avenue for property owner Joseph Thomas. His property is officially platted as Lot 2 of Country Side Estates Plat 1 and his lot is adjacent to Outlot X of the Plat. The outlot is intended to provide access to the undeveloped property to the north that is owned by Sunrise Developing Company represented by Glenn Thomas. The attached development agreement was put together to clarify the responsibilities of future roadway and utility improvements that will be needed when additional development to the north occurs. Terms of the agreement place the responsibility of the roadway improvements on Sunrise as they are the primary benefitting party. Thomas would be responsible for sidewalk installation and maintenance at the time of roadway construction. The City would simply be responsible for the normal review processes for development as it occurs. Following is a resolution approving the development agreement among the three parties.

ALTERNATIVES:

Not approve the agreement. However, the financial responsibilities are among the land owners with or without the agreement.

FINANCIAL CONSIDERATIONS:

N/A

RECOMMENDATION:

Approve the resolution for the development agreement with Joseph R. Thomas and Sunrise Developing Company.

RESOLUTION #092716-14

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH JOSEPH R. THOMAS AND SUNRISE DEVELOPING COMPANY

WHEREAS, the Pleasant Hill City Council has considered and approved the third reading of a rezoning for property owned by Joseph R. Thomas for the construction of a single family home at 5838 SE 6th Avenue; and

WHEREAS, Joseph R. Thomas has requested the attached development agreement between himself, the City, and Sunrise Developing Company regarding the responsibility assignments for future improvements to Outlot X of Country Side Estates Plat 1; and

WHEREAS, the agreement provides clarity benefitting all parties;

THEREFORE, BE IT RESOLVED, that the City Council of Pleasant Hill, Iowa, in Polk County, Iowa, does hereby approve the attached development agreement with Joseph R. Thomas and Sunrise Developing Company.

ADOPTED this 27th day of September, 2016.

Sara Kurovski, Mayor

ATTEST:

Dena Spooner, City Clerk/Finance Director

Prepared by:

Return recorded document to: Dena Spooner, City Clerk, City of Pleasant Hill, Pleasant Hill IA 50327

**AGREEMENT BY AND BETWEEN
THE CITY OF PLEASANT HILL, IOWA
AND
JOSEPH R. THOMAS
AND
SUNRISE DEVELOPING COMPANY.**

THIS AGREEMENT, made and entered into this 27th day of September 2016, by and between the City of Pleasant Hill, Iowa, an Iowa Municipal Corporation (The "City") and Joseph R. Thomas ("Thomas") and Sunrise Developing Company ("Sunrise").

WITNESSETH

WHEREAS, the City has been presented with and approved the rezoning of Lot 2 of Country Side Estates Plat 1, residential development partially within the corporate limits of the City of Pleasant Hill; and

WHEREAS, Lot 2 is owned by Thomas; and

WHEREAS, said Lot 2 has been assigned a zoning designation of R1-90 to allow for the construction of a single family home on the property; and

WHEREAS, said Lot 2 is adjacent to Outlot X of Country Side Estates Plat 1 that is intended for future road purposes to benefit property to the north that is owned by Sunrise Developing Company; and

WHEREAS, an outline of coordination for the future development of a roadway through Outlot X is desired;

NOW THEREFORE, the parties agree and stipulate as follows:

Sunrise agrees to:

1. Complete the roadway and utility connections through Outlot X as desired or required at the time of future development.
2. Obtain any additional property that may be needed or required from Thomas for street right-of-way purposes.
3. Construct the future improvements to Outlot X without financial contribution from Thomas unless otherwise agreed to by the parties.

Thomas agrees to:

1. Construct a single family home on Lot 2 in conformance with all applicable regulations of the City.
2. Be responsible for the maintenance and installation of any sidewalk that may be required.

The City agrees to:

1. Review project documents from Thomas and Sunrise through normal processes for approval.

This agreement shall be binding upon the heirs, successors in interest and assigns to all signatories to this agreement.

All parties of this agreement hereby and herewith agree to hold harmless and indemnify each of the other parties, their employees or representatives, from any and all liability to which they may be subject, arising out of the execution of this agreement.

This is the complete and final agreement of the parties and no statement not herein contained has been relied upon by any party in affixing their signature hereto.

All parties warrant that they have full and sufficient authority to execute this agreement and each party will sign whatever document is necessary to effectuate this agreement.

Failure by either party to perform the above-described stipulations would allow the other party to terminate this agreement.

IN WITNESS WHEREOF, we have affixed our signatures hereto.

SUNRISE DEVELOPING COMPANY:

Glenn R. Thomas

STATE OF _____,
_____ COUNTY,

ss:

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Glenn R. Thomas, Sunrise Developing Company to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public

JOSEPH R. THOMAS:

Joseph R. Thomas

STATE OF _____,

ss:

_____ COUNTY,

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph R. Thomas to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public

CITY OF PLEASANT HILL, IOWA

ATTEST:

Sara Kurovski, Mayor

Dena Spooner, City Clerk/Finance Director

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Sara Kurovski and Dena Spooner to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said Mayor and City Clerk as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public



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

DATE: SEPTEMBER 27, 2016
TO: MAYOR AND CITY COUNCIL
FROM: DON SANDOR, CITY MANAGER
SUBJECT: CLOSED SESSION FOR LITIGATION

BACKGROUND: City Staff is requesting a closed session with the Council to discuss pending litigation with legal counsel. The Council may want to take action in open session after the closed session discussion.

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.