

**CITY OF PRAIRIE CITY
MINUTES
JULY 8, 2020**

Mayor Chad Alleger opened the Prairie City Council Workshop at 6:00 p.m. Wednesday, July 8th, 2020.

Mayor Alleger presented Matthew Brick from Brick Gentry Law Firm. Mr. Brick introduced himself and what his firm can do for the city. Mr. Brick answered questions from the Council as well as Staff. Mr. Brick finished his presentation. Kristen Stone and Maria Brownell attorneys with the Ahlers Cooney Law Firm introduced the law firm to the City Council. After introductions of the firm and questions and answers, Miss Stone and Miss Brownell concluded their presentation. Shortly thereafter, Gil Caldwell of Caldwell Brierly and Chalupa introduced himself, Randall Caldwell, Michael Boomershine, and Antonia Sicilia. The attorneys discussed their practice, the communities they serve, and services they offered. No action was taken on hiring a City Attorney.

City Administrator Lloyd and City Engineer Inhelder discussed the water main project and review of the storm sewers in Prairie City. No action was taken.

There was a brief discussion of bike night on Friday, July 17, 2020. No action was taken.

It was moved to adjourn the workshop at 7:11 p.m. by Councilor Taylor and seconded by Lindsey. Upon roll call, Councilor Berger, Taylor, McDonald, and Lindsay voted in favor of the motion to adjourn. There was no dissenting vote.

At 7:12 p.m. Mayor Alleger opened the Council meeting. Roll call was taken with Lindsay, Berger, Taylor, and McDonald in attendance. Townsend was absent. Ann McDonald spoke during public comment. She noted the work done by the Prairie City Police in dealing with fireworks complaints. Councilor McDonald also would like to review of fireworks being legal in the City of Prairie City. Councilor McDonald also wanted to explain why she voted no on the mural for the Historical Society building. She felt that the City should refocus funds the City has back into City projects. She noted that the City has invested back into business has recently and it's time to return back to investing monies into City improvements. There were no further public comments.

Councilor McDonald moved to approve the resignation of Police Chief Bartello. The motion was seconded by Taylor, and approved all ayes. The Mayor and Council members each stated how much they appreciated the work Chief Bartillo had done for the community of Prairie City as a whole. They also wished him the best in his future endeavors.

Councilor McDonald moved to approve Sergeant German as Interim Police Chief effective July 27, 2020, with a gross hourly pay to total \$29.63. The motion was seconded by Berger and approved all ayes.

Councilor Taylor moved to approve a performance agreement between the City and Richard Arndt and the Brew for Friday, July 17, 2020, in the amount of \$1,300. The motion was seconded by McDonald and approved all ayes.

It was recommended that the August Council Workshop and Meeting would be August 5, and 19 respectively. No action was taken.

It was recommended by Council to keep the July 15, Council Meeting as a zoom meeting, and look at having in-person meetings starting in August. No action was taken.

It was moved by Councilor McDonald to adjourn. The motion was seconded by Berger and approved all ayes.

The Prairie City Council adjourned at 7:28 P.M.

Chad D. Alleger

Mayor

ATTESTED TO:

John Lloyd
City Administrator

**CITY OF PRAIRIE CITY
MINUTES
JULY 15, 2020**

The City Council of the City of Prairie City, Jasper County, Iowa, met on July 15, 2020, in regular session via virtual communication at 6:00 p.m. Mayor Alleger called the meeting to order.

Roll was called showing members present virtually and absent as follows: Present: Mayor Alleger; Councilors: Berger, Lindsay, Mc Donald, Taylor and Townsend. Also in attendance: City Administrator John Lloyd.

The addition of Public Comment was added to the agenda. It was move to approve the agenda by Mc Donald and seconded by Lindsay. On a roll call vote, the motion passed unanimously.

Public Comments:

There were no comments from the public.

Consent Agenda: It was agreed to pull the bills from Keltek and Lexipol from the Claims Report. A motion was made to approve the consent agenda by Mc Donald and seconded by Taylor. On a roll call vote, the motion passed unanimously.

New Business:

Mayor Alleger asked the Council if anyone had an opinion regarding the three law firms that Council had interviewed at the workshop. Motion made by Mc Donald to end the relationship with Stuyvesant, Benton & Judisch and seconded by Taylor. Councilor Taylor felt that all were excellent firms and discussed their respective firms well. She reviewed the costs of each firm with what they stated they could offer. Councilor Taylor moved to approve Brick Gentry Law Firm as the City Attorney for Prairie City. Councilor Lindsay seconded the motion. On a roll call vote, the motion passed unanimously.

City Administrator Lloyd and City Engineer Andrew Inhelder brought to the Council a Phase I Water Improvement Plan that would be an estimated 1,050 feet of new water main to be installed in and around Dewey Street right of ways. After discussion Administrator Lloyd was directed to review the finances and bring back a recommendation to Council. No action was taken.

City Administrator Lloyd and City Engineer Andrew Inhelder brought to the Council the Northern Stormwater Study 2020 Task Order. The order is to model a 10 year storm flow to identify problem areas like blocked culverts & intakes so recommendations and further work can be done to improve stormwater flow. It was moved by Mc Donald and seconded by Townsend to approve the Northern Stormwater Study 2020 Task Order. On a roll call vote, the motion passed unanimously.

It was moved by Berger and seconded by Lindsay to approve Resolution 7-15-20#1 Setting Council workshop for August 5, 2020, and Council Meeting August 19, 2020, both to be held at the Community Building at 6:00 p.m. On a roll call vote, the motion passed unanimously.

Administrator Lloyd brought to the Council a request by Sherm Ploeger to cost share a private water service line for a potential land development. The proposal was discussed. Mayor Alleger asked for a motion in support of the request. There was no support for the proposal.

It was moved by Mc Donald and seconded by Townsend to go into closed session pursuant to Iowa Code 21.5i. The motion passed all ayes. The Council moved into closed session at 7:19 p.m.

It was moved by Taylor and seconded by Berger to go into open session at 7:35 p.m. On a roll call vote, the motion passed unanimously.

It was moved by Taylor and seconded by Townsend to repost for the City Clerk position until August 7, 2020. On a roll call vote, the motion passed unanimously.

With no further business to discuss, Councilor Mc Donald moved to adjourn the meeting. Councilor Lindsay seconded the motion. On roll call, the motion carried unanimously. The July 15, 2020, Prairie City Council meeting concluded at 7:37 p.m.

Chad D. Alleger
Mayor

ATTESTED TO:

Cindy Kane
City Clerk

Prairie City Library Board Minutes

July 21, 2020

Meeting held on the lawn of the library, due to the Covid-19 distancing recommendations.
Called to order at 6 p.m. by Ginny Dalton

Present: Arnie Sohn, Ginny Dalton, Jason Taylor, Linda Frazier, Sue Ponder , Christy Lindsay and Millie and Ed from Vermilion Group.

Minutes from June were reviewed. Motion by Arnie, second by Jason to approve the minutes.
Motion carried.

Director's report:

Sue feels fine with how things have been going since the reopening.

Summer reading Bingo cards have been distributed to participating children.

Year end financials have not yet been received from the City.

The library statistics were shared and circulation of hard copy items was good, considering the circumstances of the closure.

The Friends of the Library are doing a can and bottle drive as a fundraiser. Thanks from the board to all who have donated and to those sorting the items.

Sue will be ordering new computers and security camera, using grant monies procured.

The Vermilion Group representatives presented their latest design renderings for the library. Discussion was held. The next step will be development of small color board with sample materials, designs fully labelled, code review and presentation in a booklet or pamphlet. Cost estimate will also be updated at that time. The design presented to the board at this meeting includes an expansion of the current sidewalk in front of the Marshall Street building. This would provide safety for patrons, bike racks and an improved aesthetic. The prime consideration for this suggestion is safety. It is estimated that it would eliminate about 2-3 parking spaces in front of the building, but there would still be space for a handicap spot. The city council will be having a work session on Aug. 5th. Some of the board and Sue and Vermilion will attend that meeting to explain this portion of the design. It is necessary to know if this is acceptable to the city before the design is finalized and brochures are printed and distributed to the public and potential donors.

Next meeting date will be August 20th at 6 pm. Meeting adjourned at 6:57.

Submitted by Linda Frazier



Task Order #11

To: City of Prairie City
John Lloyd, City Administrator
203 E Jefferson St
Prairie City, IA 50228

Date of Issuance: July 30, 2020

MSA Project No.: 08994020

This task order will acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project:

Project Name: Marshall Street Survey & Conceptual Layouts 2020

The scope of the work authorized is: See Attachment A, Scope of Services

The lump sum fee for the work is: See Attachment B, Map of Areas.

Area #1 (Adjacent to Library):	\$3,650.00
Area #2 (South of Library):	\$1,100.00
Total	\$4,750.00

Note above which area (or both) shall be surveyed and conceptual layouts created for above.

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

CITY OF PRAIRIE CITY

John Lloyd
City Administrator
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Andrew Inhelder
Andrew Inhelder, PE
Project Manager
Date: 07/31/2020

Nichole Sungren
Nichole Sungren, PE
Team Leader
Date: 07/31/2020

203 E Jefferson St
Prairie City, IA 50228
Phone: (515) 994-2649

1555 SE Delaware Ave, Suite F
Ankeny, IA 50021
Phone: (515) 964-1920



July 30, 2020

PROPOSED SCOPE OF WORK

MARSHALL STREET SURVEY & CONCEPTUAL LAYOUTS

PRAIRIE CITY, IOWA

GENERAL PROJECT DESCRIPTION

It is our understanding that the City would like to make improvements to the roadway along Marshall Street between E Jefferson St & Washington Street. Specifically addressing the area in front of the future library site and stormwater flow that is currently directed towards the east side of the roadway. MSA Professional Services, Inc. shall provide the following services in accordance with the completion of the above project: MSA will topographically survey S Marshall Street from E Jefferson St to Washington St as well as E Jefferson St to the east of S Marshall St as shown in the attached location map. After survey is collected, MSA will prepare conceptual layouts for each area chosen along with opinion of probable cost for each layout.

We have split this scope into two sections (areas), one reviewing the area to the west and north of the library site, and one to the south of the library site. See the attached map for locations of each area described below. Scope of work shall be only for the area identified on the authorized task order.

We have attached a layout provided by the Library Board for one of the conceptual layouts that will be reviewed to the west & north of the Library Site.

AREA #1 – ADJACENT TO THE LIBRARY SITE

TASK 1.1: PROJECT MANAGEMENT

1. Project Administration

- Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- Provide monthly project updates, in writing to City Council on status of project through the duration of design project.

2. Design Meetings

- Present conceptual layouts & cost opinions to Library Board & City Staff

3. Quality Assurance/Quality Control

- Employ documented quality-assurance/quality-control procedures throughout project.

1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

TASK 1.2: PROJECT SITE INFORMATION

1. Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design. The area to be collected is shown on Attachment B, Map of Areas and is generally described as:
 - Entire right-of-way plus building corners and finished floor elevation as identified in the attached map.
2. Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
 - Field verify rim and invert elevations of up to four (4) storm and sanitary sewer structures.

TASK 1.3: CONCEPTUAL DESIGN

1. Conceptual Design: develop horizontal and vertical conceptual grading for a paved walking area to the west of the library and associated impacts to the adjacent street.
 - Identify up to two (2) conceptual layouts for the area along with associated grading, paving, & stormwater impacts.
 - Conceptual layouts to be limited to the area surveyed. Potential target design is attached as an exhibit.
2. Conceptual Opinion of Cost: develop an opinion of probable construction estimate based on the conceptual layout and quantities computed from layout.
3. Conceptual Layout: Create up to two (2) exhibits to display anticipated conceptual design for presentation to Owner.

AREA #2 – SOUTH OF THE LIBRARY SITE

TASK 2.1: PROJECT MANAGEMENT

1. Project Administration
 - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
 - Provide monthly project updates, in writing to City Council on status of project through the duration of design project.
2. Design Meetings
 - Present conceptual layouts & cost opinions to Library Board & City Staff
3. Quality Assurance/Quality Control
 - Employ documented quality-assurance/quality-control procedures throughout project.

TASK 2.2: PROJECT SITE INFORMATION

1. Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design. The area to be collected is shown on Attachment B, Map of Areas and is generally described as:
 - Entire right-of-way plus building corners and finished floor elevation as identified in the attached map.

TASK 2.3: CONCEPTUAL DESIGN

1. Conceptual Design: develop horizontal and vertical conceptual grading for a paved walking area to the southwest of the library and associated impacts to the adjacent street.
 - Identify up to two (2) conceptual layouts for the area along with associated grading, paving, & stormwater impacts.
 - Conceptual layouts to be limited to the area surveyed. Target conceptual design shall create positive drainage away from private property.
2. Conceptual Opinion of Cost: develop an opinion of probable construction estimate based on the conceptual layout and quantities computed from layout.
3. Conceptual Layout: Create up to two (2) exhibits to display anticipated conceptual design for presentation to Owner.

ASSUMPTIONS

- Assume existing street shall be tied into at earliest opportunity to reduce construction costs.
- Assume underground utilities shall remain unchanged.
- Existing buildings shall remain unchanged in size and elevation (except the library building expanding approximately 20' to the west but shall otherwise remain unchanged)

OWNER PROVIDED INFORMATION

- Owner shall provide access to any and all relevant structures and equipment as necessary to complete evaluation

DELIVERABLES

- MSA shall provide up to 10 copies of each conceptual layout in plan view.
- MSA shall provide up to 10 copies of each conceptual opinion of probable cost.
- MSA shall attend one meeting with library board & city staff to present findings conceptual design.

SERVICES NOT INCLUDED

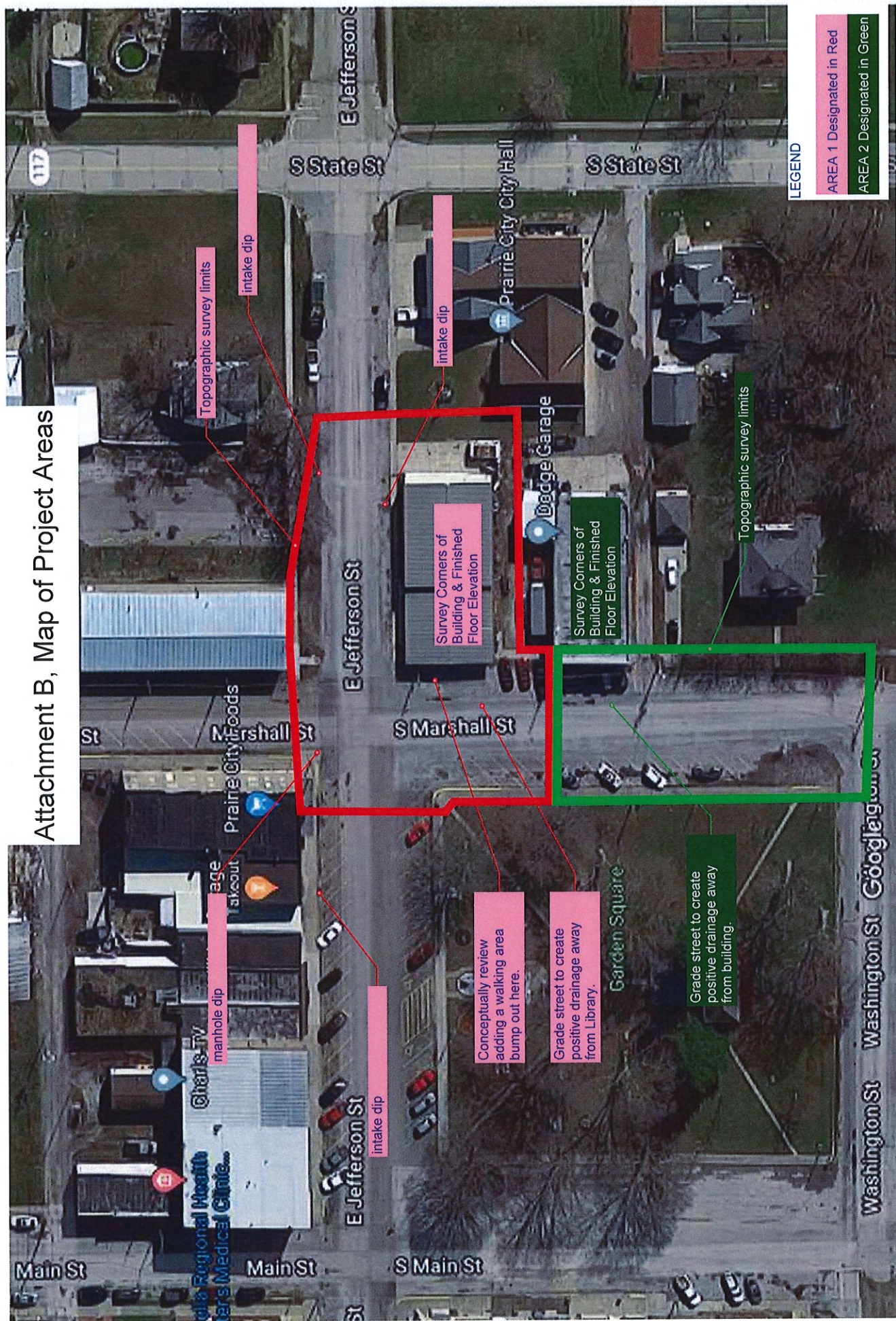
(THESE CAN BE EASILY PROVIDED AS AN ADDITIONAL SERVICE IF DESIRED)

- Additional meetings. Attendance at any meetings that are not specially addressed in the scope above.
- Design or coordination of moving existing utility poles.
- Easement negotiations, fees or compensation.
- Right-of-Way negotiations, fees or compensation.
- Plans or specifications for improvements.
- Solicitations of bids from contractors for improvements.
- Permit application fees.
- Construction administration/observation.
- Construction staking.
- Computer 3D visualizations or renderings.
- Owner changes to the plans and specifications after Owner approval has been given.
- Soil borings or any testing of existing soil conditions. Concrete, material, and soil testing.
- Environmental, wetland, and flood plain, investigations and analysis
- Local zoning submittals and meetings.
- Traffic or entrance studies.

One of MSA's goals is to "create better places to live and work." It is our commitment to you to bring our expertise together with your needs and assist the City in developing the best and most appropriate solutions. We truly believe in making partners and not just making projects. Please contact me with any questions or comments by email or phone listed below.

Andrew J Inhelder, PE
ainhelder@msa-ps.com
(515) 635-3403

Attachment B, Map of Project Areas



LEGEND

AREA 1 Designated in Red

AREA 2 Designated in Green

ATTACHMENT C - TARGET CONCEPTUAL DESIGN FOR LIBRARY AREA



5th St., East St. to Dewey St. and Dewey St. from 5th St to 6th St.

Engineers estimate is \$360,000

We could use IPAIT 125 TIF LMI funds of \$165,000

We could use LOST funds of \$360,000

	Current Balance	Disbursement	Remaining fund balance
TIF LMI	\$179,941.36	\$165,600.00	\$14,341.36
LOST	\$563,069.84	\$194,400.00	\$368,669.84
	\$743,011.20	\$360,000.00	\$383,011.20

Road Use Funds could also be used, however the key is using TIF LMI funds.

These funds can be used only in certain projects, and this is one of those projects.



Music Contract

This Contract, entered into on this 25th day of June, 2020, is for the Entertainment Services of the Musician (Cody Hicks), for the performance described below. By signing this contract the undersigned venue or event, and the undersigned Musician agree upon the following terms.

Name of Venue or Event: Prairie City Bike Night

Date of Performance: August 21st, 2020

Time of Performance: 6-9:00

Wage Agreed upon for Performance: \$1600

Deposit: \$500 payable to Cody Hicks ASAP to secure date. Please send to:

Cody Hicks

PO Box 24

Montezuma, IA 50171

Payment of Balance paid to Cody Hicks, Made in U.S. Currency or Certified Check prior to performance.

Additional Terms:

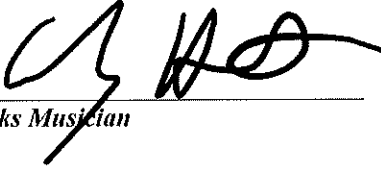
If the performance is outside, the venue or event is required to provide a covered stage or an alternative sheltered area for the performance in case of hazardous weather. Any damage to the undersigned Musician (Cody Hicks) gear due to insufficient accommodations from the venue or event will be covered by the venue or event on top of the agreed upon wage for the show. Stage needs to accommodate minimum of 6 musicians and equipment. The Musician should be allowed to set up 3-5 hours prior to the event, and the stage should be available upon arrival.

This contract can be terminated no later than thirty (30) days prior to the date of the performance with no remedy to the non-terminating party. If this contract is terminated within 30 days of the date of the performance, the breaching party must pay the non-breaching party half (1/2) of the contract price listed above.

Cody Hicks requests meals for the crew (up to 8 people) and a cooler with half bottled water and half Gatorade.

The undersigned individuals certify that they are lawful representatives/agents of the respective parties of this contract and agree to the foregoing conditions.

Event or Venue


Cody Hicks Musician

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Prairie City
AGREEMENT NUMBER: 20-CTBF-021
DATE OF AWARD LETTER: June 10, 2020
PROJECT COMPLETION DATE: June 10, 2022
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Prairie City, PO Box 637, 203 E Jefferson, Prairie City, Iowa 50228 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project equal to or greater than 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

11. REPORTING REQUIREMENTS. The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;
2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. PAYMENT PROCEDURES. Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. PUBLICATIONS. The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. REMEDY UPON TERMINATION. In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. NONASSIGNMENT OF AGREEMENT. The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE. The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. COMPLIANCE WITH EE/AA PROVISIONS. The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

21. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's

performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

22. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials.

23. PUBLIC RECORDS: RECORDS RETENTION. All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

24. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

25. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

26. FINAL AUTHORITY. The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

27. USE OF NAME. The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

28. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

29. LEGISLATIVE CHANGES. The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

30. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

31. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either 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 right to require performance or to claim a breach.

32. CONFLICT OF INTEREST. The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

33. MAINTENANCE OF INSURANCE. The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less

than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

34. DEVELOPMENT CONTRACT AGREEMENT. Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

35. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

36. NONAGENCY. The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

37. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

38. DOCUMENTS INCORPORATED BY REFERENCE. The following are hereby incorporated by reference:

- (a) Agreement Scope of Work and Budget, as found in IowaGrants.gov
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

39. ORDER OF PRIORITY. In the event of a conflict between documents, the following order or priority shall be applied:

- (a) Articles 1-40 of this Grant Agreement.
- (b) Agreement Scope of Work and Budget, as found in IowaGrants.gov
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

40. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: Prairie City

BY:

 Mayor
 City of Prairie City
 PO Box 637, 203 E Jefferson
 Prairie City, Iowa 50228

 Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

 Deborah V. Durham, Director

DEVELOPMENT AGREEMENT
Agreement Number 20-CTBF-021

This Development Agreement ("Agreement") made this day 15th of July 2020 by and between the CITY OF PRAIRIE CITY, IOWA ("City") and MOUND PRAIRIE VENTURES, LLC ("Developer").

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant for a proposed Project located at 105 and 107 S MAIN STREET, PRAIRIE CITY, IOWA, to be completed at property owned by Developer; and

WHEREAS, the Grant application was approved for this project by IEDA and accepted by the City upon the terms and conditions set out by IEDA; and

WHEREAS, the Developer, as owner of the property, accepts the grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the City and the Developer as described in this Agreement, in the Scope of Work set out herein and, in the application, submitted through IowaGrants.gov.

2. **PROJECT COMPLETION PERIOD.** The "Project Completion Period" commences with the Date of Award Letter from IEDA, June 10, 2020 and ends with the Project Completion Date set out in the grant, June 10, 2022.

3. **COSTS TO BE REIMBURSED.** The costs to be reimbursed under this agreement are those costs that are directly related to the Project, as set out in Section 261-45.2 of Iowa Administrative Code. Those costs specifically do not include expenditures for furnishings, appliances, accounting services, legal services, loan origination and other financing costs, syndication fees and related costs, developer fees, or the costs associated with selling or renting dwelling units whether incurred before or after completion of the Project.

4. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project Costs.

5. **MAINTENANCE OF INSURANCE.** The Developer shall maintain the project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the project property. The Developer shall pay for and maintain insurance in an amount not less than the full insurable value of the project property. The Developer shall name the City and the IEDA as mortgagees and/or an additional loss payee(s). The Developer shall provide the City with a copy of each and every insurance policy in effect.

6. **SCOPE OF WORK.** The Project includes structural repairs, roof repairs, windows and awnings, electrical and plumbing systems, interior and exterior paint and plaster repair as more specifically described in the Grant application.

7. **WORK RESPONSIBILITIES.** Subject to the terms of this Agreement, Developer will be solely responsible for completing all work on the Project. Neither party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.

8. **FINANCIAL OBLIGATION.** In addition to the Grant funding the parties agree to the following financial commitments.

The City shall commit an amount up to \$30,000 provided through the Downtown Revitalization Grant program, payable after the project is complete.

The Developer shall commit a minimum of \$50,000 to be used to cover any expenses exceeding the Grant funds and City commitment. Any additional amounts necessary to complete the project shall be the responsibility of the Developer.

9. **ASSIGNMENT OF AGREEMENT.** The Parties may not assign, transfer or convey in whole or in part this Agreement, without the consent of each Party. Consent shall not be unreasonably withheld.

10. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.

11. **PAYMENT PROCEDURES FOR GRANT FUNDS.** Payment under the Grant shall be made on a reimbursement basis. Requests for reimbursement shall be submitted at two points in the Project. The first request shall be made at the Project Mid-Point after costs directly related to the Project are equal or greater than 60% of the Grant Fund. The final request for reimbursement shall be made within thirty (30) days of the Project Completion Date. Each request for reimbursement will include reports of the work completed, including photographs of the Project. Payments will be made to Developer within thirty (30) days of the receipt by the City of funds from the IEDA.

12. **MISCELLANEOUS.**

a Any publications or media releases related to the Project will contain the following. This Project is Sponsored in Part by the Iowa Economic Development Authority and the City of Prairie City.

b The City's obligation to provide funds is contingent on funds being available to the City from the IEDA under the Community Catalyst Grant Program. Developer will hold the City harmless from any damage Developer sustains as a result of funds for the Project being unavailable through the Community Catalyst Grant Program.

c If the City's agreement with IEDA is modified in any way, this Agreement will be similarly modified, if necessary, to comply with or carry out the obligations of the IEDA agreement. Developer will hold the City harmless from any damage Developer sustains as a result of modifications to the City's agreement with IEDA over which the City has no control.

d The City's Mayor, City Council members, and employees, and their immediate family members will not be paid for any work they perform on the Project through contracts with the Developer unless that work was contracted through a competitive bidding process.

11 **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the City and the Developer with respect to the Project contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement at Prairie City, Jasper County, Iowa, the day and year first stated.

CITY of PRAIRIE CITY

BY. _____
Mayor

ATTEST. _____
City Administrator / Clerk

MOUND PRAIRIE VENTURES, LLC

BY. _____

28E AGREEMENT FOR THE SAFETY COALITION OF CENTRAL IOWA CITIES SHARED SERVICES AGREEMENT

This agreement is made under the provisions of the Iowa Code Chapter 28E and shall be interpreted consistent with such statute and any later amendments thereof, between the following legal political subdivisions of the State of Iowa:

Altoona	Newton
Bondurant	Norwalk
Carlisle	Pleasant Hill
Colfax	Prairie City
Mitchellville	Baxter
Monroe	

This agreement shall be subject to amendment by the unanimous approval of all member cities. This agreement may be amended to include new parties by adoption of an appropriate resolution and signatures of the intended new party, subject to unanimous consent of the undersigned parties.

I. PURPOSE

The Safety Coalition of Central Iowa Cities (SCCIC) was established to share services among the members, to improve or enhance existing services more efficiently; and to share the time, talents, and resources of each community for better utilization of taxpayer dollars.

II. PROJECT PLANS

This agreement sets out the general policies and organization of the SCCIC. Each new project will be submitted to and approved by the SCCIC board of directors.

III. FINANCE AND BUDGET

Initial funding for SCCIC came from a grant application made February 1, 1994, to the Iowa Department of Economic Development, Division of Community Rural Development by the City of Altoona. The original grant totaled forty thousand dollars (\$40,000.00).

IV. CITY CONTRIBUTION

A. Each city will be billed \$100.00 annually for membership dues.

Any city wanting to become a member of SCCIC must receive the unanimous consent of all member cities.

B. Bills for membership dues will be sent each September. In addition to membership dues, Cities with negative account balances will also be billed. Each individual city will be responsible to pay Iowa Association of Municipal Utilities (IAMU) for the annual membership fee as a utility and the fee set forth in the service agreement with IAMU for safety training.

- C. Services provided on behalf of SCCIC will be billed as follows:
 - 1. Hourly service charges cost twenty dollars (\$20.00) an hour.
 - 2. Copy service charges cost ten cents (\$0.10) per copy.
 - 3. Postage, office supplies, and long-distance phone calls will be billed for these expenses.
- D. Each member city's dues will be accounted for separately and that account will be charged for expenses incurred on their behalf. Any unused monies paid by the member cities will remain with the SCCIC. Each member city will receive credit for their share of the remaining funds. Any unused grant proceeds will be refunded to the State of Iowa in accordance with the grant agreements. Financial reports will be sent to each city at a minimum of four times a year. Funds remaining in a city's account on each August 31st will be carried forward into the next billing.
- E. Funds will be held in a checking or savings account and will require two signatures for the withdrawal of funds.
- F. Monies held in the Joint Fund are the property of all SCCIC members. These funds will be spent for meeting expenses. Use of these funds for a project or purchase, must be approved by 2/3 of the total membership.
- G. Any property that is purchased using "Joint Funds" will be the joint property of said member cities and upon, but not limited to the termination of this agreement, will be disposed of by vote of the 2/3 of the total city membership.
- H. Any city using or housing joint property will be responsible for maintain and providing insurance on such property at the time it is in their possession. Any city damaging joint property will be responsible for the property's repair or replacement.
- I. An annual internal inspection of the financial records shall be completed on SCCIC funds adhering to agreed upon procedures. A member city, other than cities authorized to deposit or withdraw SCCIC funds, will complete the internal review and report to member cities. The financial statements must internally balance and reconcile. The beginning fund balance amounts reported on financial and bank statements agree to related ending fund balance amounts on prior-year financial statements.
- J. In the event a motion to dissolve SCCIC is approved, monies held in "Joint Funds" will be distributed equally among the member cities after all outstanding bills are paid.

V. ORGANIZATION

Each member city will appoint one individual to serve on the SCCIC board of directors. Each October the board of directors will elect an executive committee consisting of President, Secretary and Treasurer. The board of directors will monitor and evaluate current projects, and plans for future projects. All projects must be within the scope of the shared service agreement and meet the organizational goals of SCCIC.

VI. DUTIES

SCCIC responsibilities shall include:

- A. Setting goals and priorities
- B. Coordinating dates for safety meetings, training, inspections;
- C. Evaluating services
- D. Requesting proposed contract for the following year with estimated cost with IAMU
- E. and such duties determined by the Committee to efficiently meet the needs of its participating members.

VII. SERVICE AGREEMENT

The service agreement between SCCIC and IAMU shall clearly identify the following:

- A. the term of the service agreement and the commitment of SCCIC member;
- B. specific services and service priorities to be provided;
- C. the amount of staff and consultant resources, materials, and expenses anticipated under the agreement;
- D. the manner in which costs are to be allocated among participants
- E. the schedule of payments for costs;
- F. services and materials of IAMU that are not included in the agreement, such as the responsibility of participants regarding the purchase of compliance models and payment of fees for IAMU workshops and meetings offered to IAMU's general membership;
- G. type of report to be presented by IAMU to the committee;
- H. type of committee evaluation of IAMU's services under the agreement;
- I. a process by which terms of the agreement may be modified by mutual agreement of the Committee and IAMU to meet changing needs and conditions;
- J. limitations as to the liability of IAMU to SCCIC or its individuals members for actions related to performance of services under the agreement; and,
- K. limitations as to the liability of SCCIC or its individual members to one another or to others for actions related to performance of services under the agreement;
- L. dissolution notification of 120 days is required in writing to IAMU;

VIII. DURATION

This agreement will last five years from the signing of the agreement. However, agreements to extend this agreement for additional five-year periods may be enacted. Extensions require a unanimous vote of all member cities. This agreement will begin September 1, 2020 and continue through until August 31, 2025.

IX. TERMINATION

In the event any participating City chooses to terminate its participation in the Agreement, the remaining Cities may choose to terminate the Agreement in its entirety, or may choose on the following alternatives regarding the personal property interest of the terminating party:

1. Return to the terminating City property provided by that City or other personal property under the control of the SCCIC Board of similar, depreciated value; or
2. Purchase the interest of the terminating City based upon a depreciated value of the property prorated between the participating Cities, considering the source of the property or the funds expended for their purpose; or
3. Accept the property after the terminating city relinquishes any claim or interest in the property.

Upon complete termination of this Agreement, the SCCIC Board shall distribute the personal property under its control by returning that property supplied, given or purchased by a participating City to the City. Other property may be sold, disposed of, or donated in the discretion of the board. Any funds under the control of the SCCIC board at termination shall first be used to settle any debts or claims related to the organization, and then distributed among the participating Cities at the discretion of the SCCIC board.

X. LIABILITY

All wages, disability payments, pensions, worker's compensation claims and benefits, damage to equipment, damage to clothing, and all other claims arising from activities or duties required pursuant to this agreement shall be the sole responsibility of the individual member city which owns said equipment or employs the individual who asserts said claim. Each member city shall, in addition, be responsible for all claims or causes of action brought by their own citizens. With regard to said claims or causes of action, each member city shall indemnify and hold harmless the other parties to this agreement and other parties' officers and employees from an and all claims, demands, actions, or causes of action of whatever the nature or character, including costs of litigation and attorney fees which the latter party may incur, which may be imposed for injury to or death to persons or property described above. Under no

circumstances will any member city share responsibility or liability with another member City. Also, SCCIC assumes no liability on the behalf of any of the member cities.

XI. FILING AND RECORDING

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State.

CITY OF PRAIRIE CITY

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK