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RESOLUTION NO. 11-10-20-3

RESOLUTION TO APPROVE THE ANNUAL FINANCIAL REPORT.

BE IT RESOLVED by the Council of the City of Prairie City, Iowa:

The Council of the City of Prairie City, Iowa, hereby approves the attached 2020 Annual Financial Report in accordance with the rules and regulations set forth by the Iowa Department of Management.

Passed and approved this 10th day of, November, 2020

Chad Alleger, MAYOR

Attest:

Jodie Wyman, CITY CLERK

STATE OF IOWA 2020 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2020 CITY OF PRAIRIE CITY, IOWA DUE: December 1, 2020	16205000900000 CITY OF PRAIRIE CITY PO Box 607 PRAIRIE CITY IA 50228-0607 POPULATION: 1680
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NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS

	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	518,388		518,388	512,020
Less: Uncollected Property Taxes-Levy Year	0		0	
Net Current Property Taxes	518,388		518,388	512,020
Delinquent Property Taxes	0		0	
TIF Revenues	0		0	73,532
Other City Taxes	182,875	0	182,875	170,516
Licenses and Permits	11,027	0	11,027	5,650
Use of Money and Property	26,554	3,475	30,029	16,650
Intergovernmental	240,702	0	240,702	310,165
Charges for Fees and Service	42,431	873,530	915,961	384,425
Special Assessments	0	0	0	
Miscellaneous	76,009	25,644	101,653	29,300
Other Financing Sources	33,546	0	33,546	982,739
Transfers In	289,268	118,670	407,938	
Total Revenues and Other Sources	1,420,800	1,021,319	2,442,119	2,484,997
Expenditures and Other Financing Uses				
Public Safety	355,357		355,357	377,799
Public Works	180,242		180,242	237,355
Health and Social Services	0		0	1,500
Culture and Recreation	260,690		260,690	282,487
Community and Economic Development	16,975		16,975	83,700
General Government	145,518		145,518	165,454
Debt Service	792		792	
Capital Projects	0		0	
Total Governmental Activities Expenditures	959,574	0	959,574	1,148,295
BUSINESS TYPE ACTIVITIES		959,292	959,292	127,830
Total All Expenditures	959,574	959,292	1,918,866	1,276,125
Other Financing Uses	0	0	0	542,870
Transfers Out	376,030	31,908	407,938	
Total All Expenditures/and Other Financing Uses	1,335,604	991,200	2,326,804	1,818,995
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	85,196	30,119	115,315	666,002
Beginning Fund Balance July 1, 2019	1,756,224	404,679	2,160,903	2,758,183
Ending Fund Balance June 30, 2020	1,841,420	434,798	2,276,218	3,424,185

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NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds		
Private Purpose Trust Funds	Agency Funds		
Indebtedness at June 30, 2020	Amount	Indebtedness at June 30, 2020	Amount
General Obligation Debt	46,792	Other Long-Term Debt	0
Revenue Debt	2,309,000	Short-Term Debt	0
TIF Revenue Debt	0	General Obligation Debt Limit	4,021,571

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

	Publication
Signature of Preparer	Phone Number
Printed name of Preparer	5159942649
	Date Signed
Signature of Mayor or other City official (Name and Title)	

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REVENUE P2
 CITY OF PRAIRIE CITY
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020
 NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section A - Taxes	1								1
Taxes levied on property	2 412,473	105,915					518,388		518,388 2
Less: Uncollected Property Taxes - Levy Year	3						0		0 3
Net Current Property Taxes	4 412,473	105,915		0	0	0	518,388		518,388 4
Delinquent Property Taxes	5						0		0 5
Total Property Tax	6 412,473	105,915		0	0	0	518,388		518,388 6
TIF Revenues	7						0		0 7
Other City Taxes	8						0		0 8
Utility Tax Replacement Excise Taxes	9 18,495						18,495		18,495 9
Utility Franchise Tax (Chapter 364-2, Code of Iowa)	10						0		0 10
Parimutuel Wager Tax	11						0		0 11
Gaming Wager Tax	12						0		0 12
Mobile Home Tax	13						0		0 13
Hotel / Motel Tax	14 164,380						164,380		164,380 14
Other Local Option Taxes	15 182,875	0		0			182,875	0	182,875 15
Total Other City Taxes	16 11,027						11,027		11,027 16
Section B - Licenses and Permits	17								17
Section C - Use of Money and Property	18 11,519	1,916	3,314				16,749	3,475	20,224 18
Interest	19 9,805						9,805		9,805 19
Rents and Royalties	20						0		0 20
Other Miscellaneous Use of Money and Property	21						0		0 21
Total Use of Money and Property	22 21,324	1,916	3,314	0	0	0	26,554	3,475	30,029 22
Section D - Intergovernmental	24								24
Federal Grants and Reimbursements	26 7,287						7,287		7,287 26
Federal Grants	27						0		0 27
Community Development Block Grants	28						0		0 28
Housing and Urban Development	29						0		0 29
Public Assistance Grants	30						0		0 30
Payment in Lieu of Taxes	31						0		0 31
Total Federal Grants and Reimbursements	32 7,287	0		0	0	0	7,287	0	7,287 32
Total Federal Grants and Reimbursements	33								7,287 33

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REVENUE P3
 CITY OF PRAIRIE CITY
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020
 NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section D - Intergovernmental - Continued	41								41
State Shared Revenues	43								43
Road Use Taxes	44	210,191					210,191		210,191
Other state grants and reimbursements	48								48
State grants	49	100					100		100
Iowa Department of Transportation	50						0		0
Iowa Department of Natural Resources	51						0		0
Iowa Economic Development Authority	52						0		0
CEBA grants	53						0		0
Commercial & Industrial Replacement Claim	54	6,601	364				6,965		6,965
Library grant	55	1,532					1,532		1,532
	56						0		0
	57						0		0
	58						0		0
	59						0		0
Total State	60	8,233	210,555	0	0	0	218,788	0	218,788
Local Grants and Reimbursements									
County Contributions	63	14,627					14,627		14,627
Library Service	64						0		0
Township Contributions	65						0		0
Fire/EMT Service	66						0		0
	67						0		0
	68						0		0
	69						0		0
Total Local Grants and Reimbursements	70	14,627	0	0	0	0	14,627	0	14,627
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	30,147	210,555	0	0	0	240,702	0	240,702
Section E - Charges for Fees and Service	72								
Water	73								
Sewer	74								
Electric	75								
Gas	76								
Parking	77								
Airport	78								
Landfill/garbage	79							124,152	124,152
Hospital	80							0	0

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REVENUE P4

CITY OF

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section E - Charges for Fees and Service - Continued									
81 Transit									81
82 Cable TV							0		0 82
83 Internet							0		0 83
84 Telephone							0		0 84
85 Housing Authority							0		0 85
86 Storm Water							0		0 86
87 Other:							0		0 87
88 Nursing Home							0		0 88
89 Police Service Fees							0		0 89
90 Prisoner Care							0		0 90
91 Fire Service Charges							0		0 91
92 Ambulance Charges	42,431						42,431		42,431 92
93 Sidewalk Street Repair Charges							0		0 93
94 Housing and Urban Renewal Charges							0		0 94
95 River Port and Terminal Fees							0		0 95
96 Public Scales							0		0 96
97 Cemetery Charges							0		0 97
98 Library Charges							0		0 98
99 Park, Recreation, and Cultural Charges							0		0 99
100 Animal Control Charges							0		0 100
101							0		0 101
102							0		0 102
103							0		0 103
104 Total Charges for Service	42,431	0	0	0	0	0	42,431	873,530	915,961 104
106 Section F - Special Assessments							0		0 106
107 Section G - Miscellaneous							0		0 107
108 Contributions	5,725	1,149					6,874		6,874 108
109 Deposits and Sales/Fuel Tax Refunds							0		0 109
110 Sale of Property and Merchandise	500					2,800	3,300		3,300 110
111 Fines	6,132						6,132		6,132 111
112 Internal Service Charges							0		0 112
113 Refunds and reimbursements	29,917		1,326	26,914			58,157	5,478	63,635 113
114 Insurance claims	1,546						1,546		1,546 114
115 Sales/Excise taxes							0	19,772	19,772 115
116 Solid waste stickers							0	394	394 116
117							0		0 117
118							0		0 118
119							0		0 119
120 Total Miscellaneous	43,820	1,149	1,326	26,914	0	2,800	76,009	25,644	101,653 120

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REVENUE P5
 CITY OF
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
 NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121 744,097	319,535	4,640	26,914	0	2,800	1,097,986	902,649	2,000,635 121
Section H - Other Financing Sources	123								123
Proceeds of capital asset sales	124 33,546						33,546		33,546 124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125						0		0 125
Proceeds of anticipatory warrants or other short-term debt	126						0		0 126
Regular transfers in and interfund loans	127 84,652	107,479					192,131	118,670	310,801 127
Internal TIF loans and transfers in	128		7,089	90,048			97,137		97,137 128
	129						0		0 129
	130						0		0 130
Total Other Financing Sources	131 118,198	107,479	7,089	90,048	0	0	322,814	118,670	441,484 131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132 862,295	427,014	11,729	116,962	0	2,800	1,420,800	1,021,319	2,442,119 132
Beginning Fund Balance July 1, 2019	134 891,648	459,352	297,976	-71,155	9,724	168,679	1,756,224	404,679	2,160,903 134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136 1,753,943	886,366	309,705	45,807	9,724	171,479	3,177,024	1,425,998	4,603,022 136

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CITY OF PRAIRIE CITY
 EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2020
 NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A — Public Safety	1										1
Police Department/Crime Prevention	2	250,109	53,428					303,537		303,537	2
Jail	3							0		0	3
Emergency Management	4	1,260						1,260		1,260	4
Flood control	5							0		0	5
Fire Department	6	14,071	339					14,410		14,410	6
Ambulance	7	33,917	660					34,577		34,577	7
Building Inspections	8							0		0	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	1,573						1,573		1,573	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	300,930	54,427		0	0	0	355,357		355,357	14
Section B — Public Works	15										15
Roads, Bridges, Sidewalks	16	31,883	109,438					141,321		141,321	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18		9,390					9,390		9,390	18
Traffic Control Safety	19							0		0	19
Snow Removal	20		14,297					14,297		14,297	20
Highway Engineering	21							0		0	21
Street Cleaning	22		15,234					15,234		15,234	22
Airport (if not an enterprise)	23							0		0	23
Garbage (if not an enterprise)	24							0		0	24
Other Public Works	25							0		0	25
	26							0		0	26
	27							0		0	27
Total Public Works	28	31,883	148,359		0	0	0	180,242		180,242	28
Section C — Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	0	0		0	0	0	0		0	39
Section D — Culture and Recreation	40										40
Library Services	41	68,314	13,230					81,544		81,544	41
Museum, Band, Theater	42							0		0	42
Parks	43	99,817	19,375					119,192		119,192	43
Recreation	44	2,781						2,781		2,781	44
Cemetery	45	50,504	6,669					57,173		57,173	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47							0		0	47
	48							0		0	48
	49							0		0	49
Total Culture and Recreation	50	221,416	39,274		0	0	0	260,690		260,690	50

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CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E — Community and Economic Development	51										51
Community beautification	52							0		0	52
Economic development	53	8,077						8,077		8,077	53
Housing and urban renewal	54							0		0	54
Planning and zoning	55							0		0	55
Other community and economic development	56	8,898						8,898		8,898	56
TIF Rebates	57							0		0	57
	58							0		0	58
Total Community and Economic Development	59	16,975	0	0	0	0	0	16,975		16,975	59
Section F — General Government	60										60
Mayor, Council and City Manager	61	5,876	44,040					49,916		49,916	61
Clerk, Treasurer, Financial Administration	62	5,876	60,089					65,965		65,965	62
Elections	63	1,059						1,059		1,059	63
Legal Services and City Attorney	64	16,122						16,122		16,122	64
City Hall and General Buildings	65	12,312	144					12,456		12,456	65
Tort Liability	66							0		0	66
Other General Government	67							0		0	67
	68							0		0	68
	69							0		0	69
Total General Government	70	41,245	104,273					145,518		145,518	70
Section G — Debt Service	71				8392	0		792		792	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74		0		792	0		792		792	74
Section H — Regular Capital Projects — Specify	75										75
	76							0		0	76
	77							0		0	77
Subtotal Regular Capital Projects	78	0	0		0	0		0		0	78
TIF Capital Projects — Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0		0		0	82
Total Capital Projects	83	0	0		0	0		0		0	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	84	612,449	346,333	0	792	0	0	959,574		959,574	84
TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other" (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	85										85

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CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I — Business Type Activities	87										87
Water — Current Operation	88								233,681	233,681	88
Capital Outlay	89								142,491	142,491	89
Debt Service	90								45,842	45,842	90
Sewer and Sewage Disposal — Current Operation	91								205,302	205,302	91
Capital Outlay	92								0	0	92
Debt Service	93								204,056	204,056	93
Electric — Current Operation	94								0	0	94
Capital Outlay	95								0	0	95
Debt Service	96								0	0	96
Gas Utility — Current Operation	97								0	0	97
Capital Outlay	98								0	0	98
Debt Service	99								0	0	99
Parking — Current Operation	100								0	0	100
Capital Outlay	101								0	0	101
Debt Service	102								0	0	102
Airport — Current Operation	103								0	0	103
Capital Outlay	104								0	0	104
Debt Service	105								0	0	105
Landfill/Garbage — Current operation	106								127,920	127,920	106
Capital Outlay	107								0	0	107
Debt Service	108								0	0	108
Hospital — Current Operation	109								0	0	109
Capital Outlay	110								0	0	110
Debt Service	111								0	0	111
Transit — Current Operation	112								0	0	112
Capital Outlay	113								0	0	113
Debt Service	114								0	0	114
Cable TV, Telephone, Internet — Current Operation	115								0	0	115
Capital Outlay	116								0	0	116
Housing Authority — Current Operation	117								0	0	117
Capital Outlay	118								0	0	118
Debt Service	119								0	0	119
Storm Water — Current Operation	120								0	0	120
Capital Outlay	121								0	0	121
Debt Service	122								0	0	122
Other Business Type — Current Operation	123								0	0	123
Capital Outlay	124								0	0	124
Debt Service	125								0	0	125
Internal Service Funds — Specify	126								0	0	126
	127								0	0	127
	128								0	0	128
Total Business Type Activities	129								959,292	959,292	129

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CITY OF PRAIRIE CITY
 EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2020 -- Continued
 NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	612,449	346,333	0	792	0	0	959,574	959,292	1,918,866	130
Section J — Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	146,485	8,147		44,240			278,893	31,908	310,801	132
Internal TIF loans/repayments and transfers out	133	7,084		90,048				97,137		97,137	133
	134							0		0	134
Total Other Financing Uses	135	153,575	88,167	90,048	44,240	0	0	376,030	31,908	407,938	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	766,024	434,500	90,048	45,032	0	0	1,335,604	991,200	2,326,804	136
Ending fund balance June 30, :	137										137
Governmental:	138										138
Nonspendable	139										139
Restricted	140						171,479	171,479		171,479	140
Committed	141			219,657	775			672,298		672,298	141
Assigned	142							0		0	142
Unassigned	143	450,344				9,724		460,068		460,068	143
Proprietary	144	537,575						537,575		537,575	144
Total Governmental	145	987,919	451,866	219,657	775	9,724	171,479	1,841,420	1,841,420	1,841,420	145
Total Ending Fund Balance June 30,	146								434,798	434,798	146
Proprietary	147	987,919	451,866	219,657	775	9,724	171,479	1,841,420	434,798	2,276,218	147
Total Requirements (Sum of lines 136 and 147)	148	1,753,943	886,366	309,705	45,807	9,724	171,479	3,177,024	1,425,998	4,603,022	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies			
Libraries			
Police protection	1,260		
Severage			
Sanitation			
All other			

Part IV

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE AMOUNT AREAS FOR SALARIES AND WAGES PAID

Total Salaries and Wages Paid

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Purpose	Debt During the Fiscal Year						Debt Outstanding JUNE 30, 2020		
	Line	Debt Outstanding JULY 1, 2019	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.								
Sewer Utility	2.	2,463,000		154,000			2,309,000		43,103
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.	1,584		792					1,593
GO	10.	91,000		45,000					
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
Total Long-Term		2,555,584	0	199,792	46,792	0	2,309,000	0	44,696

B. Short-Term Debt - Amount

Outstanding as of July 1, 2019

Outstanding as of JUNE 30, 2020

DEBT LIMITATION FOR GENERAL OBLIGATIONS

Actual valuation - January 1, 2018

Part VI

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2020

Type of asset	Amount			
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.				
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)
	776			2,275,442
				2,276,218

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.

REMARKS

72

RESOLUTION NO. 11-10-20-5

A RESOLUTION APPROVING AN AGREEMENT FOR CONSTRUCTION OF WATER AND SEWER UTILITIES BETWEEN PRAIRIE CITY, IOWA ("CITY") AND PRAIRIE CITY ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION")

WHEREAS, City and Corporation share the joint goal of attracting and retaining new businesses to spur economic development within the community of Prairie City, Iowa; and

WHEREAS, Corporation and City have reached an agreement for Corporation to reimburse the City's costs for engineering and construction of certain municipal sewer and water utilities serving; and

WHEREAS, City and Corporation wish to enter into a contract regarding the work to be performed and the terms for it to be performed under.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE CITY, IOWA,

1. The Contract by and between the City of Prairie City, Iowa and Prairie City Economic Development Corporation is hereby approved.
2. The City of Prairie City, Iowa agrees to complete the engineering and construction of certain municipal sewer and water utilities serving to provide for future development.
3. The Mayor and City Administrator are hereby authorized to execute the agreement and any other documents necessary to effectuate this service.

PASSED and approved this 10th day of November 2020, by the City Council of the City of Prairie City, Iowa.

Chad D. Alleger, Mayor

ATTEST:

Jodie Wyman, City Clerk

AGREEMENT FOR CONSTRUCTION OF WATER AND SEWER UTILITIES

This Agreement is made and entered into as of the _____ day of November 2020 by and between the City of Prairie City, a municipal corporation organized and existing under the laws of the state of Iowa (the "City"), and Prairie City Economic Development Corporation, a nonprofit corporation organized and existing under the laws of the state of Iowa (the "Corporation").

WHEREAS, the City and the Corporation share the joint goal of attracting and retaining new businesses to spur economic development within the community of Prairie City, Iowa; and

WHEREAS, the Corporation, along with co-owner Jasper County Economic Development Corporation ("JEDCO") have recently completed the sale of certain real estate, consisting of 3.251 acres, and as more fully described in the "Plat of Survey of Parcel A" attached hereto, to DGOGPrairiecityia030420 LLC ("Parcel A"); and

WHEREAS, the Corporation and JEDCO also own land adjacent to said Parcel A which is presently available for development; and

WHEREAS, the Corporation and the City have reached an agreement concerning the use of Corporation's share of proceeds from the aforementioned sale of Parcel A to reimburse the City's costs for engineering and construction of certain municipal sewer and water utilities serving said Parcel A, along with the adjacent real estate; and

WHEREAS, the total amount of the City's anticipated engineering and construction costs for municipal sewer and water utilities serving Parcel A and the adjacent real estate exceeds the amount of proceeds from the sale of Parcel A received by Corporation and presently available for such purpose; and

WHEREAS, the City has nonetheless agreed to immediately commence construction of municipal sewer and water utilities serving Parcel A and the adjacent real estate based upon the Corporation's promise to reimburse the City's actual engineering and construction costs from Corporation's share of proceeds from any future sales of the adjacent real estate for development purposes by Corporation and JEDCO.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Corporation shall reimburse City for City's actual engineering and construction costs for the municipal sewer and water facilities serving Parcel A and the adjacent real estate. Corporation shall pay to City the sum of \$100,000.00 immediately upon execution of this Agreement. This payment shall be applied entirely toward reimbursement of City's actual engineering and construction costs for municipal sewer and water utilities servicing Parcel A and the adjacent real estate currently owned by Corporation and JEDCO.

2. City shall, immediately upon execution of this Agreement, and upon receipt of the payment referenced in the preceding paragraph, commence construction of municipal sewer and water utilities serving Parcel A and the adjacent real estate currently owned by Corporation and JEDCO. All such utilities shall be constructed in the typical fashion as would normally be constructed by City for property suited to commercial use.
3. Corporation shall, upon receipt of its share of proceeds from any future sales of land adjacent to Parcel A by Corporation and JEDCO, pay to City an amount equal to 90% of Corporation's share of said proceeds. This obligation shall continue until City's actual cost for engineering and construction of municipal sewer and water facilities, as required by this Agreement, has been fully reimbursed by Corporation. *However, Corporation agrees that if it has not fully reimbursed City for City's engineering and construction costs of the municipal sewer and water facilities within five years of the date of this Agreement, then, at such time, Corporation shall remit to City an amount equal to the remaining balance of such costs.* As of the execution of this Agreement it is anticipated by the parties that the total amount of construction and engineering costs to be reimbursed will be in the range of \$200,000.00 to \$250,000.00.
4. City shall be solely responsible for providing documentation of the aforementioned costs to Corporation. Detailed records of the City substantiating the actual costs to be reimbursed by Corporation hereunder shall be kept available in such order that an audit can be readily made by the Corporation.
5. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement shall not be assigned by either party without prior written approval of the other party. JEDCO is not a party to this Agreement and shall have no financial obligation to City.
6. This Agreement may only be amended in a writing executed by both parties.
7. The parties acknowledge that the underlying purpose of this Agreement is to foster economic development in accordance with the parties' shared goal of attracting and retaining new businesses to spur economic development within the community of Prairie City, Iowa. Any interpretation of the terms of this Agreement and parties' respective obligations hereunder shall be performed in keeping with this purpose.
8. This Agreement shall terminate upon full reimbursement of the City's actual cost for engineering and construction of municipal sewer and water facilities by the Corporation, as required by this Agreement. *The Corporation agrees that its failure to reimburse the City for the City's actual engineering and construction costs when due shall be deemed to be a breach of this Agreement and City may seek any remedy available at law or equity.*
9. This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to this 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.

This Agreement to be effective as of the date first set forth above.

CITY OF PRAIRIE CITY

**PRAIRIE CITY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
John Lloyd, City Administrator

By: _____
Chad D. Alleger, its President.

7e.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Water Main and Sanitary Sewer Extension 2020
Contractor: J&K Contracting, LLC
Address: 10703 Justin Drive, Urbandale, IA 50322
Finance Budget Code: Finance Project #
Vendor Project or Invoice #: PO #
Original Contract Date: October 14, 2020 Engineer PN # 08994021

Date of Council Meeting: November 11, 2020 PAYMENT REQUEST # 1
PAYMENT PERIOD: From: October 14, 2020 Through: November 2, 2020

Contract Summary

Table with 2 columns: Description and Amount. Rows include Original Contract Amount (\$143,143.00), Net change by Change Orders (\$55,100.00), Contract Amount to Date (\$198,243.00), Total completed and stored to date (\$135,368.21), Retainage (5% of Completed Work) (\$6,768.41), Total Earned less Retainage (\$128,599.80), Less previous applications for payment (\$-), SUBTOTAL (\$128,599.80), OTHER CHARGES (\$-), CURRENT PAYMENT DUE (\$128,599.80), Balance to finish, including retainage (\$69,643.20).

Notice to Proceed: October 15, 2020
Substantial Completion Date: November 29, 2020

Contract Time Remaining (If applicable) 27.00 Days to substantial completion

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: J&K Contracting, LLC
Signature: [Handwritten Signature] Firm Name: J&K Contracting, LLC
Date: 11/03/2020

Engineer / Consultant Approval: MSA Professional Services, Inc.
Signature: [Handwritten Signature] Firm Name: MSA Professional Services, Inc.
Date: 11/03/2020

Owner Approval: City of Prairie City
Signature: _____ Firm Name: City of Prairie City
Date: _____

Submit to: _____
E-mail: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
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30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
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41		
42		
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44		
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70		

Record of Change Orders

No.	Date	Amount
1	October 14, 2020	\$ 52,700.00
2	October 29, 2020	\$ 2,400.00
3		
4		
5		
6		
7		
8		
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11		
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21		
22		
23		
24		
25		

CHANGE ORDER TOTAL \$ 55,100.00

PAYMENT TOTAL \$ -

Contract Time Remaining

Contract Period:	<u>CALENDAR DAYS</u>
Original Contract Date:	<u>10/14/2020</u>
Notice to Proceed:	<u>10/15/2020</u>
Original Contract Time:	<u>45.00</u>
Added by Change Order:	<u>-</u>
Contract Time to Date:	<u>45.00</u>
Time Used to Date:	<u>18.00</u>
Contract Time Remaining to Sub:	<u>27.00</u>

7F

RESOLUTION NO. 11-10-20-4

**RESOLUTION REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19
GOVERNMENT RELIEF FUND**

Resolution authorizing the City of Prairie City to request reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund.

WHEREAS, The United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic; and

WHEREAS, Governor Kim Reynolds allocated \$100 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency; and

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020, through December 20, 2020, and have not been reimbursed from other sources.

NOW, THEREFORE BE IT RESOLVED, the City of Prairie City requests reimbursement in eligible expenditures in response to the COVID-19 public health emergency.

Hereby RESOLVED, by the City Council of the City of Prairie City on this 10th day of November, 2020.

Chad Alleger, Mayor

ATTEST:

Jodie Wyman, City Clerk

Moring Mayor!

Mary Baker, who is the co-pastor at the Pleasant Hill Methodist Church called this morning to see about utilizing the Comm. Bldg on the second and fourth Wednesdays from 9a-11a. Currently, they have been meeting in the park, but with weather getting colder they would like to move inside.

I asked if there was a reason why they were unable to meet in their church building – she said no just the 5-7 people live here in town. So, it is more of a convenience issue.

I talked with John and thought if you were okay with it we could offer them usage of the building at a reduced rate of \$50.00/rental. This reduced price would only be for the next six months and is only because it is at an "off" time.

Let me know your thoughts.

Thanks!

Emily Voeller

Deputy Clerk

City of Prairie City

203 E. Jefferson

Prairie City, IA 50228

515-994-2649

Emily.voeller@prairiecityiowa.us

7 H

RESOLUTION NO. 11-10-20-8

A RESOLUTION APPROVING AN AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT BETWEEN PRAIRIE CITY, IOWA (“CITY”) AND BLUE LINE SOLUTIONS, LLC (“BLS”)

WHEREAS, City continually examines ways to enhance public safety by enforcing existing laws within the community of Prairie City, Iowa; and

WHEREAS, BLS has legal possession and processes referred to collectively as a Manned Photo Laser System (“MPL System”); and

WHEREAS, City desires to use the MPL System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety;

WHEREAS, City and BLS wish to enter into a contract regarding the work to be performed and the terms for it to be performed under.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE CITY, IOWA,

1. The Contract by and between the City of Prairie City, Iowa and Blue Line Solutions, LLC is hereby approved.
2. The City of Prairie City, Iowa affirms it has the right, power and authority to execute this agreement.
3. The Mayor and City Administrator are hereby authorized to execute the agreement and any other documents necessary to effectuate this service.

PASSED and approved this ____ day of November 2020, by the City Council of the City of Prairie City, Iowa.

Chad D. Alleger, Mayor

ATTEST:

Jodie Wyman, City Clerk



AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by and between Blue Line Solutions, LLC (herein "BLS"), and Prairie City (herein "City"), a City in the State of Iowa.

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Manned Photo Laser System" (herein "MPL" or "MPL System").

WHEREAS, City desires to use the MPL System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement.

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

"Notice of Liability" means a notice of liability issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the MPL System.

"Person" or "Persons" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"MPL System" means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such date with images of such vehicle.

"Violation" means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit, and operating a motor vehicle without displaying a valid license plate.

2. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A.**

3. CITY AGREES TO PROVIDE:

The scope of work identified in **Exhibit B.**

4. TERMS AND TERMINATION

a. The term of this Agreement shall be for 2 (two) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 1 (one) year periods at the sole option of City. Either party may terminate this Agreement at the expiration of any term providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.



Either party shall have the right to terminate this Agreement by written notice:

i) At any time during the term of this Agreement without cause with 30-day notice, provided however, (x) if the City terminates the Agreement prior to the expiration of any term, the City shall pay the applicable costs set forth in Exhibit C; and (y) the City shall not terminate this Agreement without cause in the first year of the term;

ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of either the MPL System or the parties' obligations under this Agreement;

iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and City will use best efforts to continue to process any and all pending and legitimate traffic law Violations. Accordingly, the parties shall have the following obligations which continue during the termination process: City shall cease using the MPL System, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and City shall continue to process all images and Violations that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees (as described in Exhibit C) specified in the Agreement as if the Agreement were still in effect.

c. Upon the expiration of any term of this Agreement or in the event that City receives an offer for services substantially related to those provided by BLS, the MPL System, the City shall offer BLS the first right to enter into a new agreement with City prior to signing any agreement with another provider for provision of services substantially similar to those provided by BLS under this Agreement (the "Right of First Refusal"). The Right of First Refusal shall be limited to a three (3) year term from the expiration of this Agreement.

d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the MPL System or the underlying infractions are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the MPL System or the enforcement of the underlying infractions, shall also automatically terminate this agreement.

5. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The City hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in



connection with any financing subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further agrees that in the event BLS provides written notice to the City that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the City fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

6. FEES AND PAYMENT

City shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in **Exhibit C**.

BLS shall collect and accumulate all payments to City on a monthly basis and provide proper payment to City on or before the 15th day of the following month. City shall forward to BLS any payments received by City directly from violators within three (3) days of receipt, in order for BLS to process and reconcile all payments due and owing under this Agreement.

7. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE, MPL and AST Systems shall be made available to City at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Liability or the fulfillment of BLS's obligations to City under this Agreement.

8. CONFIDENTIAL INFORMATION

No information provided by BLS to City will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.

9. OWNERSHIP OF SYSTEM

It is understood by the City that the MPL System and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by City. The MPL System are being provided to City only pursuant to the terms of this Agreement. City agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the MPL System, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right, but not the obligation, to remove all equipment provided.

10. INDEMNIFICATION AND INSURANCE

City shall at all times comply with all federal, state and local laws, ordinances and regulations. City acknowledges that they reasonably believe the MPL System and associated citation procedures comply



with federal, state, and local laws and ordinances. City shall comply with the maintenance procedures and manufacturer recommendations for operation of the MPL System equipment.

City shall indemnify and hold harmless BLS against any claims arising from:

- a. Violation of any federal, state and local laws, ordinances and regulations;
- b. Any claims arising from violations that are not the result of BLS's failure to follow proper maintenance procedures and manufacturer recommendations for operation of the equipment;
- c. Any claims as a result of the negligence or willful misconduct of the City, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of BLS;

BLS shall indemnify and hold harmless the City against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

12. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in Section 21 below.

14. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed if necessary, by professionally-assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.



15. ADDITIONAL SERVICES

Additional systems and services provided by BLS may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same. In the event the City agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, City authorize BLS to withdraw invoiced amounts on a one-time basis, or monthly basis, whichever is chosen by the City, as payment for products/services. Such services may include but are not limited to In-Car Video Systems, Body Worn Cameras, Video/Evidence Storage, & Automated License Plate Recognition Systems.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

18. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the Citations issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

19. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instrument and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and City and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.



21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions:

**Mark Hutchinson, CEO
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416**

Notices to Prairie City PD:

**City Hall - Prairie City PD
Attn: Sergeant Michael German
203 E. Jefferson St.
Prairie City, IA 50228**

22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

23. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Iowa.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: _____

City OF _____

STATE OF _____

Authorized Signature

Approved and authorized this _____ day of _____, 20_____.



Exhibit A

BLS Obligations and Scope of Work

- 1) BLS at the request of City shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the MPL System equipment.
- 2) BLS shall provide the quantities of MPL System equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of MPL Systems to be provided and may modify the location(s) if the parties agree in writing.
- 3) BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing Notices of Liability. Subject to the approval and authorization from City, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. City shall notify BLS of any Notice of Liability where there is no response, and a second reminder Notice, including a late fee as determined by City, shall be sent by First Class mail after the agreed or mandated time period. Subsequent Notices or collections notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the MPL System, assuming BLS is authorized to receive such registration data, at no additional cost to the City.
- 5) BLS shall provide the City the ability to view and print an evidence package and shall include a set of images with related documentation for each Notice of Liability challenged.
- 6) BLS shall provide necessary training for persons designated by the City and provide reasonable public relations resources to City.
- 7) BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the MPL System.
- 8) BLS shall provide City access to an electronic file with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by City, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.
- 9) BLS shall provide to City a monthly report of MPL System results within fifteen days of the end of each calendar month. The report shall include the following information:
 - i) Total number of Violation events.
 - ii) Total number of actionable Violation events.
 - iii) Total number of Notices of Liability issued.
 - iv) Total number of Notices of Liability paid.



v) Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the City.

10) BLS shall provide all routine maintenance of MPL System equipment and timely respond to equipment repairs.

11) BLS agrees, upon request by the City, to provide reimbursement for overtime or part-time officer pay for hours of MPL System use outside of the officer's normal working hours provided, however that the foregoing shall not apply to warning periods, if applicable, following the implementation of each MPL system, and the following additional conditions shall apply:

i) personnel shall be selected by the Police Department;

ii) the MPL Systems and accompanying personnel shall be deployed in areas required by state or local statute and tracked daily for all court documents; and

iii) if and when this option of deployment with personnel is exercised:

a) The location(s) shall be mutually agreed upon by both BLS and the City.

b) BLS will reimburse the City for officer(s) utilizing the equipment at the following rates:

i. Full-time officer Overtime – *(Pay rate to be provided by agency)*

ii. Full-time officer Regular Time - *(Pay rate to be provided by agency)*

iii. The agency shall be responsible for normal on-duty use of the MPL System by on-duty officers.

c) The City will provide an invoice and time sheet to BLS for reimbursement of officer pay by the fifth (5th) day of the month following the closing of the preceding month. All payments for the deployed personnel will be delivered to the City on or before the 15th day of the month following the closing of the preceding month. The first officer pay reimbursement will accompany the agency's first 30-day cycle citation revenue check. All payments shall be delivered to the address designated by City in this Agreement.

d) BLS has the right to audit the hours of use as logged by the MPL system for verification of hours submitted for payment. Reimbursement will be provided for only those hours in which officers utilize the MPL system for its intended purpose as associated with this agreement.



Exhibit B

City Obligations and Scope of Work

- 1) Each MPL System shall be in place and operating each month in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God or court order.
- 2) City shall diligently prosecute each valid Notice of Liability and collect all fines.
- 3) City shall cause an authorized officer of the agency to carefully review each potential Violation captured by the MPL System and shall transmit an electronic signature to each Notice of Liability approved by City. City hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
- 4) City shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations.
- 5) City agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested Violations.
- 6) City shall, upon receiving court dispositions, automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the City indicating payments received or cases otherwise closed, dismissed or resolved for contested Violations.
- 7) City shall direct its departments to cooperate with BLS with respect to required system and program implementation and provide reasonable access to City's personnel and facilities in order to permit BLS and City to fulfill the obligations under this Agreement.
- 8) City agrees to use due diligence in working with BLS to acquire in a timely manner any necessary permits under its control, and approvals or other necessary documentation from the City as necessary for the operation of the MPL System.
- 9) City shall ensure the programs and their enforcement procedures comply with all applicable laws and/or policies and shall secure all necessary DOT permits as well as any other permits necessary to operate MPL System. City will be solely responsible for all placement of warning signs, if applicable, in strict compliance with DOT regulations. City shall provide any necessary permits at no cost to BLS.
- 10) City shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 11) As necessary, City shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of City for the purposes of accessing vehicle ownership information on behalf of City.
- 12) City shall promptly reimburse BLS for any damage to the MPL System caused by City, its employees or authorized agents.
- 13) City shall provide a project manager or other designated individual with authority to execute City's responsibilities under the Agreement.



Exhibit C
Service Fees

The City agrees to pay BLS the Fee(s) as Itemized below:

Revenue of paid Notices of Liability shall be shared between the two parties:

The City's portion shall be **60%** of all paid Notices of Liability and BLS's portion shall be **40%** of all paid Notices of Liability. No fees or charges will be assessed to the agency for non-paid Violations.

Pricing includes all MPL System equipment, installation, maintenance, processing services, first mailed notice, second reminder mailed notice, website and Call Center Support.

BLS shall provide payment processing services, including web and call center support. The fee for this service will be \$4.50 per processed payment and shall be subtracted from the City's gross receipts.

Optional: BLS will make available a Violation Information Sheet (VIS) for mailing with Violations. The VIS will include a photo of a City officer holding the laser in an enforcement position, explaining the violation was witnessed and initiated by an officer. The fee for this service will be \$2.00 per Violation and shall be subtracted from the City's gross receipts.

Fees Charged to Violators

A credit card convenience fee of \$5.90 to be charged to the violator using a credit card (unless prohibited by state statute) for Violation payment processed manually for phone payments. Such convenience fees shall be collected by BLS during payment of Violation and shall not be shared with City or included in City's share of Revenue.



Exhibit D

Number and Locations of MPL System Equipment

The number of MPL Systems, as well as the locations for equipment installation will be determined after a careful analysis by the City, City's police department and BLS personnel, considering traffic dynamics, volume and safety assessments on the City's roadways. Based on such analysis, BLS and the City have determined the following:

___ () MPL System(s) will be provided: Additional units may be added without contract amendment.

Agreed to this date: _____

Authorized Signature

Date

Blue Line Solutions, LLC Signature

Date

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RESOLUTION NO. 11-10-20-6

RESOLUTION SETTING A PUBLIC HEARING

BE IT RESOLVED by the Council of the City of Prairie City, Iowa:

The Council of the City of Prairie City, Iowa, hereby approves setting a public hearing for December _____, 2020. This public hearing is required by Iowa Code to allow the public to voice their opinions on a change to the City Code of Prairie City regarding automatic traffic enforcement and the means for challenging an automated traffic citation.

Approved and adopted this 10th day of November, 2020.

Chad Alleger, Mayor

ATTEST:

Jodie Wyman, City Administrator

INVOICE

2894



7K

1 Digital, Inc
 2430 106 th
 Des Moines, IA 50322
 515-771-8282
 Fax 515-331-7401

Project:

Install Camera Server and Cameras

515- 243-3580

Ship to :

Sold To:

Mike German
 Prairie City Police Department
 203 E Jefferson
 Prairie City IA 50228

Client P.O.	Ref No#	Terms	Invoice Date	
	2894	Pre-Paid	9/9/2020	
Description	Non Taxable	Taxable		
Equipment				
3 Cameras 4K resolution with motorized zoom NDAA Compliant				
1 4k Nvr Recoder				
NDAA (National Defense Authorization Act requires government agencies purchase non Chinese made security equipment to prevent possible Chinese hacking.				
Scope of work 1 Digital, Inc will provide cabling and labor to make the system operational.	\$3,455.54			

Sub Totals	\$3,455.54	
	Tax	
	Total	\$3,455.54

1.5% On All Invoices Over 30 Days
 Any discrepancies concerning quality or billing must be reported to 1 Digital in writing within 48 hrs. of receipt of invoice.

Thank You !

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RESOLUTION 11-10-20-7
A RESOLUTION SETTING THE TIME AND PLACE OF COUNCIL MEETINGS

WHEREAS, Chapter 17.04 of the Prairie City Code states "The time and place of the regular meetings of the Council shall be fixed by resolution of the Council."

NOW THEREFORE BE IT RESOLVED that the December 2020 Prairie City Council Meeting will be December ____, 2020 at 6:00 p.m., at

_____.

Approved and adopted this 10th Day of November, 2020.

Chad Alleger, Mayor
City of Prairie City

ATTEST

Jodie Wyman, City Clerk
City of Prairie City