

ORDINANCE NO. 380

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY ADDING A NEW SECTION FOR AUTOMATED TRAFFIC ENFORCEMENT

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

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Prairie City, Iowa, is amended by adding a new Section 70.07, entitled AUTOMATED TRAFFIC ENFORCEMENT, which is hereby adopted to read as follows:

70.07 AUTOMATED TRAFFIC ENFORCEMENT. The City of Prairie City, in accordance with its police powers, may deploy, erect or cause to have erected an automated traffic enforcement system for making video and/or photographic images of vehicles that fail to obey speed regulations at locations in the City designated by the City Administrator or designee. The system may be managed by a private contractor that owns and operates the requisite equipment, with supervisory control vested in the City’s Police Department. Video and/or photographic images shall be provided to the City’s Police Department by the contractor for review. The City’s Police Department will determine which vehicle owners are in violation of the Prairie City Traffic Code and are to receive a notice of violation for the offense.

1. Definitions. The following terms are defined as used in this section:
 - A. “Automated traffic citation” means a notice of fine generated in connection with the automated traffic enforcement system.
 - B. “Automated traffic enforcement contractor” means the company or entity, if any, with which the City contracts to provide equipment and/or services in connection with the automated traffic enforcement system.
 - C. “Automated traffic enforcement system” (ATE system) shall mean an electronic system consisting of photographic, video, and/ or electronic camera(s) and a vehicle sensor(s) installed to work in conjunction with an official traffic controller or Police Department employee(s) to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control device or speed restriction.
 - D. “Vehicle owner” means the person or entity identified by the Iowa Department of Transportation, or registered with any other State vehicle registration office, as the registered owner of a vehicle.

2. Vehicle Owner’s Civil Liability for Certain Traffic Offenses.
 - A. The vehicle owner shall be liable for a fine, as provided in the table below, if such vehicle travels at a speed above the established limit. The fine for any violation committed in a designated “road work zone,” as defined by the City’s Code of Ordinances Subsection 63.04(6), shall be doubled, as identified below. Fines are payable to the City of Prairie City.

Speed Over the Limit in Miles Per Hour (MPH)	Civil Fine	If in a Road Work Zone
1 through 14 MPH	\$100	\$200
15 through 19 MPH	\$200	\$400
20 MPH and over	\$400	\$800

- B. The violation may be exempted from liability as outlined in this section, and other defenses may be considered in connection with the appeals process.
 - C. An automated traffic citation will not be sent or reported to the Iowa Department of Transportation or similar department of any other state for the purpose of being added to the vehicle owner's driving record.
3. Notice of Violation. A notice of any automated traffic citation will be mailed to the vehicle owner. The automated traffic enforcement contractor shall mail the notice within 30 days after the City Police Department determines a violation of the Prairie City Traffic Code has occurred. The notice shall include the name and address of the vehicle owner; the vehicle make, if available and readily discernible, and registration number; the violation charged; the time; the date; the location of the alleged violation; the applicable fine; information on how to contest the notice on its merits; and that the basis of the notice is a photographic record obtained by an automated traffic enforcement system.
 4. Contesting an Automated Traffic Citation. A vehicle owner who has been issued an automated traffic citation may contest the citation as follows:
 - A. By submitting, in a form specified by the City, a request for an administrative review to be held by a designated Officer of the City Police Department ("Reviewing Officer"). Such a request must be filed within thirty (30) days from the date of the first notice of the automated traffic citation sent to the vehicle owner. The Reviewing Officer may either uphold or dismiss the automated traffic citation and shall mail its written decision within ten (10) days after the review to the address provided on the request for the review. If the citation is upheld, then the Reviewing Officer shall include in its written decision a date by which the fine must be paid. The vehicle owner shall either pay the fine or may submit a request pursuant to the paragraph B of this subsection.
 - B. By submitting, in a form specified by the City, a request that—in lieu of the automated traffic citation—a municipal infraction citation be filed with the Small Claims Division of the Iowa District Court in Jasper County. Such a request will require the vehicle owner to file an answer and appearance with the Clerk of Court for the matter to be set for trial. If at trial the Court finds the vehicle owner guilty of the municipal infraction, State-mandated court costs and municipal infraction penalties may be added to the amount of the fine imposed by this section.
 5. Exceptions to Owner Liability. There shall be no liability pursuant to this section if:
 - A. The operator of the vehicle in question was issued a uniform traffic citation for the violation pursuant to the Section 70.01 of this Code of Ordinances or Chapter 321 of the *Code of Iowa*; or

- B. The violation occurred at any time after the vehicle in question or its State registration plates were reported to a law enforcement agency as having been stolen; provided, however, the vehicle or its plates had not been recovered by the vehicle owner at the time of the alleged violation; or
 - C. The vehicle in question was an authorized emergency vehicle engaged in an official act; or
 - D. The officer inspecting the recorded image determines that the vehicle in question was lawfully participating in a funeral procession; or
 - E. The officer inspecting the recorded image determines that the vehicle in question entered the intersection in order to yield the right-of-way to an emergency vehicle.
6. Failure to Pay or Appeal in a Timely Manner. If the recipient of an automated traffic citation either does not pay the civil penalty when due or does not contest the automated traffic citation as provided herein, the City may file a civil municipal infraction citation, which shall be served and filed with the courts in the manner prescribed by the applicable provision(s) of this Code. Such municipal infraction citation may seek a penalty and/or additional relief to the extent permitted by law. If at trial the Court finds the vehicle owner guilty of the municipal infraction, State-mandated court costs will be added to the amount of the fine imposed by the applicable provision(s) of this Code.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect _____ after its final passage, approval, and publication as provided by law.

Passed by the Council the ___ day of _____, 20 ___, and approved this ___ day of _____, 20__.

Chad D. Alleger - Mayor

ATTEST:

Jodie Wyman - City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20__.

Jodie Wyman - City Clerk

RESOLUTION NO. 12-9-20-2

RESOLUTION WAIVING THE SECOND AND THIRD READINGS OF ORDINANCE NO.
380

WHEREAS, IOWA CODE 380.3 requires two considerations before final passage, unless this requirement is suspended by a recorded vote of not less than three-fourths of all of the members of the council, and

WHEREAS, The Council of the City of Prairie City, Iowa, has the ability to suspend the two considerations to approve Ordinance 380,

THEREFORE BE IT RESOLVED that the Council of the City of Prairie City, Iowa is suspending the requirement of Iowa Code 380.3 by approving a resolution waiving the second and third readings of Ordinance 380

This resolution has been approved and adopted this 9th Day of December, 2020.

Chad Alleger, Mayor

ATTEST:

Jodie Wyman, City Clerk

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ORDINANCE NO. 381

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO PARKING REGULATIONS

Be It Enacted by the City Council of the City of Prairie City, Iowa:

SECTION 1. SECTION MODIFIED. The Code of Ordinances of the City of Prairie City, Iowa, is amended by changing Subsection 4 of Section 69.08, No Parking Zones, which is hereby adopted to read as follows:

- 4. Highway 117/Second Street, on both sides, within the corporate limits of the City except for both sides of the 300 and 400 blocks of West 2nd Street.
- 28. East Second Street, on both sides, within the corporate limits of the City.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the 9th day of December, 2020, and approved this ____ day of _____, 20__.

Chad D. Alleger, Mayor

ATTEST:

Jodie Wyman, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20__.

Jodie Wyman - City Clerk

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RESOLUTION NO. 12-9-20-3

RESOLUTION WAIVING THE SECOND AND THIRD READINGS OF ORDINANCE NO.
381

WHEREAS, IOWA CODE 380.3 requires two considerations before final passage, unless this requirement is suspended by a recorded vote of not less than three-fourths of all of the members of the council, and

WHEREAS, The Council of the City of Prairie City, Iowa, has the ability to suspend the two considerations to approve Ordinance 381,

THEREFORE BE IT RESOLVED that the Council of the City of Prairie City, Iowa is suspending the requirement of Iowa Code 380.3 by approving a resolution waiving the second and third readings of Ordinance 381

This resolution has been approved and adopted this 9th Day of December, 2020.

Chad Alleger, Mayor

ATTEST:

Jodie Wyman, City Clerk

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Certificate of Substantial Completion

Project: Water Main and Sanitary Sewer Extension 2020	
Owner: City of Prairie City	Owner's Contract No.:
Contract: City of Prairie City – Water Main and Sanitary Sewer Extension 2020	Engineer's Project No.: 08994021

This definitive Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions of the Work:

November 18, 2020

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

None.

Contractor's Amended Responsibilities:

See Attached

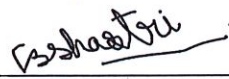
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



Executed by Engineer

11/19/2020

Date



Accepted by Contractor

11/23/20

Date



Accepted by Owner

11-23-20

Date

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: December 9, 2020 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: November 3, 2020 Through: December 1, 2020

Contract Summary

Original Contract Amount:	\$	<u>143,143.00</u>	
Net change by Change Orders:	\$	<u>55,100.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>198,243.00</u>
Total completed and stored to date:	\$	<u>189,609.35</u>	
Retainage: <u>5</u> % of Completed Work:	\$	<u>9,480.47</u>	
Total Earned less Retainage:	\$		<u>180,128.88</u>
Less previous applications for payment:	\$		<u>128,599.80</u>
SUBTOTAL			\$ <u>51,529.08</u>
OTHER CHARGES (Attach an itemized list)	\$		<u>-</u>
CURRENT PAYMENT DUE	\$		<u>51,529.08</u>

Balance to finish, including retainage: \$ 18,114.12

Notice to Proceed: October 15, 2020
 Substantial Completion Date: November 18, 2020

Contract Time Remaining (If applicable) - 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
 Firm Name
 Signature: [Signature] Date: 12/03/2020

Engineer / Consultant Approval: MSA Professional Services, Inc.
 Firm Name
 Signature: [Signature] Date: 12/03/2020

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 10, 2020	\$ 128,599.80
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Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
1	October 14, 2020	\$ 52,700.00
2	October 29, 2020	\$ 2,400.00
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CHANGE ORDER TOTAL \$ 55,100.00

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>47.00</u>
Contract Time Remaining to Sub:	<u>(2.00)</u>

PAYMENT TOTAL \$ 128,599.80



WE HAVE MOVED!!
 Des Moines Steel Fence Co. Inc.
 2045 NE 46th Ave, Ste A
 Des Moines, Iowa 50313
 Office: 515-270-6227
 Fax: 515-270-2462

COMMERCIAL PROPOSAL

DATE 7/14/2020 7B

TO Prairie City Little League PROJECT NAME & ADDRESS:
 Attn: Scott 515-491-2902
 Fax or E-mail: pcparkandrec@gmail.com

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE EXTENSION
		Furnish labor and materials to extend 50' of existing backstop fence up another 8'.		
		Cost per field. \$3,800.00 \$15,200		
		** Optional cost to extend them up 10'.		
		Cost per field. \$4,440.00		
		** Optional cost to add 50' of 4' tall overhang to the backstops.		
		Cost per field. \$2,580.00		

** Property lines & any required permits are the responsibility of the owner or general contractor, unless otherwise noted.
 ** Any private Utilities, including propane & sprinkler lines, must be located by customer. Any damages are not the responsibility of Des Moines Steel Fence.
 You are hereby authorized to furnish and install the above described fencing of the prices and upon terms and conditions specified hereon. I (we) accept full responsibility for the location of all property lines, and I (we) hereby consent to Company's entry upon the property where the fence is to be installed and to Company's removal of said fence, without notice, if the contract is not paid in full when due. I (we) hereby warrant that I (we) are in and entitled to possession of the property where the fence is to be installed, and I (we) hereby agree to indemnify Company and hold it harmless for any damages to said property because of the removal of said fences as foreshad. I (we) understand that all the terms and conditions set forth hereon are subject to act of God, governmental action, strikes, labor disturbances, fires, additional taxes, floods, earthquakes, inability to obtain the materials described hereon, partial or total interruptions, loss or shortage of producing, manufacturing or transportation facilities, or any other cause beyond Company's control, whether or not similar to any of the causes specifically enumerated, and if performance in whole or part is prevented or hindered, or cost is abnormally increased as a result thereof, Company shall not be liable for any losses, damages or delay occasioned thereby, and performance hereunder shall be excused without liability on Company's part. I (we) further understand that this order constitutes the agreement between the parties in reference to material described hereon.

SALES TAX	
DELIVERY	
TOTAL	

Unless otherwise stated
 quoted valid for 10 days.

- 1.5% monthly interest (18% APR) will be charged on all past due accounts over 30 days.
- Reasonable collection and attorney fees will be assessed on all accounts placed for collection.
- Customer will be responsible for any restocking fees or permit costs incurred if job is cancelled prior to installation. No materials accepted for return without prior authorization.

IMPORTANT – All owners, principals, partners and senior staff members signing below, by execution of this contract, give their full and unconditional personal guarantee for the entire fulfillment of this contract and its contract conditions and terms.

Must be signed by owner, proprietor, or corporate officer.

 PURCHASER DATE 7/14/2020
 Robert Ayers
 SELLER'S REPRESENTATIVE DATE

Estimator: Greg
 515-661-0536
 greg.cif@outlook.com

CENTRAL IOWA FENCING

Iowa State Contractor
 License
 #C111229



8414 46th Lane Prole, Iowa 50229
 P: 515-981-5777
 office@centrallowafencing.com

820 Robins Rd. Hiawatha, Ia. 52233
 P: 319-430-0895
 office@centrallowafencing.com

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DATE: 11-2-2020

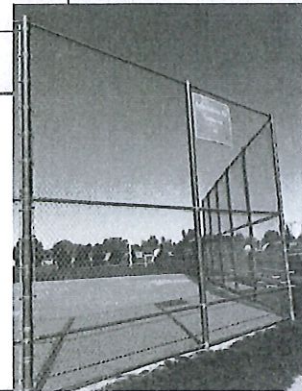
Name: **Prairie City Baseball Field**
 %Scott Steinhoeck
 Address: **302 W Ashtyn Ln**
Prairie City, Iowa
 Phone: **515-491-2902**
pcparkandrec@gmail.com
 Email:

Fencing Specifications / color

Style: Chain link

Total Length:	Height:
Wire Gauge:	Term. Post Dia.
Line Post Dia.	Rail Dia.

Gates:



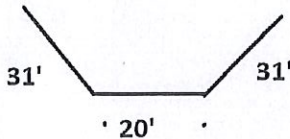
Fencing Layout

This quote is for adding 5 ft to the top of each backstop at the ball field. (2 fields)

We will weld extension pipe to existing posts.

Will also add a 4 ft angled extension to each field.

4" posts there now



Estimated Installed Price

\$15,840.00

**Estimated cost is based on measurements above. Any additional footage installed is subject to be at additional cost.

Deposit: **\$5000.00**

(Payment in full due upon completion of work. 1.5% monthly interest will be charged on all past due accounts over 30 (days)

****IMPORTANT****

**Customer is completely responsible for exact location of property markers, lines, and fence locations. Property survey available. This must be done prior to installation. Initial X

**Sprinkler Systems must be located by customer. Central Iowa Fencing Ltd. is not responsible for damage to sprinkler system whether marked or unmarked.

Sprinklers on property? Yes No Initial X

****Possible Additional Costs (vary per job)****

**Hand-dug post holes(near utilities) = \$25 per post

**Fence permit by CIF? = \$50.00 Y or N

**Dirt haul away? Y or N = \$5 per hole

**Plated Posts/Core Drills (post on cement) = \$50/each

Initial X

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. We use "One Call" to locate original utilities. All other underground cables, septic systems, gas lines MUST be located by customer prior to installation. Central Iowa Fencing Ltd. is not responsible for damages to utilities that are not marked. Sprinkler Systems must be located by customer. Central Iowa Fencing Ltd. is not responsible for damage to sprinkler system whether marked or unmarked. Fence lines must be cleared of all debris prior to installation. Customer is responsible for compliance with associated local or neighborhood fence covenants.

Authorized Signature: Mark A. Dunahoo / Greg Dehning

Note: This estimate may be withdrawn by us if not accepted within (15) days

Acceptance of Proposal

You are hereby authorized to furnish and install the above described fencing at the prices and upon the terms and conditions specified above and hereon. I (we) accept full responsibility for all the locations of all property lines, and I (we) hereby consent to company's entry upon the property where the fencing is to be installed and to companies removal of said fence, without notice, if the contract price is not paid in full when due. I (we) hereby warrant that I (we) are in and are entitled to possession of the property where fence is to be installed, and I (we) hereby agree to indemnify company and hold it harmless for any damages to said property because of the removal of said fences aforesaid. I (we) understand that all the terms and conditions set forth hereon are subject to acts of God, governmental action, strikes, labor disturbances, fires, additional taxes, floods, earthquakes, inability to obtain materials described hereon, partial or total interruptions, loss or shortage of producing, manufacturing or transportation facilities, or any other cause beyond company's control whether or not similar to any of the causes specifically enumerated, and if performances in a whole or in part is prevented or hindered, or cost is abnormally increased as a result thereof Company shall not be liable for any losses, damages or delays occasioned thereby, and performance hereunder shall be excused without liability on Company's part. I (we) further understand that this order constitutes the entire agreement between the parties in reference to the materials described hereon.

Date: X

Signature X

To: City of Prairie City Council
From: MSA Professional Services, Inc.
Subject: Rolling Prairie Plat 3 & 4 Construction
Date: December 2, 2020

We have reviewed the construction of Plat 3 & Plat 4. All construction, except for gas and electric lines which have not yet been installed, are consistent with the plans and specifications previously approved and all punch list items have been completed or removed as marked (attached).

Regarding the gas and electric lines

According to Code Section 170.33 which addresses franchise utilities such as gas and electric:

"...The subdivider shall be responsible for making the necessary arrangements with the utility companies for installation of such facilities. Said utility lines shall be installed prior to improvements of any such street, alley, or right-of-way..."