### **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.

<b>SECTION 4. WHEN EFFECTIVE.</b> T its final passage, approval, and publication		after
Passed by the Council the day of, 20	, 20, and approved this	_day of
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, 20	on the	_ day of
Jodie Wyman - City Clerk		

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# RESOLUTION NO. 12-9-20-2

# RESOLUTION WAIVING THE SECOND AND THIRD READINGS OF ORIDINANCE 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, 202	.0.
	Chad Alleger, Mayor	
ATTEST:		
Iodie Wyman City Clerk	·	

## 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 2<sup>nd</sup> 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 D	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, 20	d as Ordinance No	on the day
Jodie Wyman - City Clerk	_	

# RESOLUTION NO. 12-9-20-3

# RESOLUTION WAIVING THE SECOND AND THIRD READINGS OF ORIDINANCE 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

The second of th	oved and adopted this 9th Day of December, 2020.
	Chad Alleger, Mayor
ATTEST:	
	· · · · · · · · · · · · · · · · · · ·
Jodie Wyman, City Clerk	



# **Certificate of Substantial Completion**

Project: Water Main and Sanitary Sewer Extension	sion 2020	
Owner:	01011 2020	Owner's Contract No.:
City of Prairie City Contract:		Engineer's Project No.:
City of Prairie City – Water Main and Sanitary Se	ewer Extension 2020	08994021
This definitive Certificate of Substantial Com	Sc. 138 7 5 6 60	
☑ All Work under the Contract Documents:	☐ The following spec	cified portions of the Work:
		November 18, 2020
		Date of Substantial Completion
The Work to which this Certificate applies has be found to be substantially complete. The Date of declared and is also the date of commencement	of Substantial Completion of the Project o	r portion thereof designated above is hereby
A definitive list of items to be completed or corre items on such list does not alter the responsibilit	cted is attached hereto. This list may not by of the Contractor to complete all Work in	be all-inclusive, and the failure to include any naccordance with the Contract Documents.
The responsibilities between Owner and Conwarranties shall be as provided in the Contra	ntractor for security, operation, safety, a act Documents except as amended as f	maintenance, heat, utilities, insurance and follows:
Amended Responsibilities	Not Amended	
Owner's Amended Responsibilities:	, <del>-</del>	
None.		*
Contractor's Amended Responsibilities:		
See Attached		
This Certificate does not constitute an acceptan Contractor's obligation to complete the Work in		
	Alfiell	11/19/2020
	Executed by Engineer	Date
	( introduces	11/23/20
	Accepted by Contractor	Date
	Accepted by Owner	Date

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

	Project Title	:	V	Water Main and Sanitary Sewer Extension 2020					
	Contractor: J&K Contracting, LLC						acting, LLC		
CINA A	Address:			10703	10703 Justin Drive, Urbandale, IA 50322				
<b>MSA</b>	Finance Bud	get Code	:			F	inance Proje	ct#	
	Vendor Proj	ect or Inve	oice #:	-			P	O#	
	Original Cor	ntract Date	e:	Octob	er 14	, 2020	Engine	er PN#_	08994021
	*								
Date of Council Meeting:		ber 9, 2020					PAYMENT RE		
	PAYI	MENT PER	RIOD: F	rom: N	lover	nber 3, 2	2020 Through	gh: De	cember 1, 2020
Contract Summary									
Original Contract Amount:		\$	143	3,143.00					
Net change by Change Orders	3:	\$		5,100.00	-				
Contract Amount to Date: (line					\$		198,243.00		
Total completed and stored to	date:	\$	189	9,609.35					
1861	leted Work:	\$		9,480.47	_				
Total Earned less Retainage:	neted Work.	Ψ	•	5,400.47	- \$		180,128.88		
Less previous applications for	navment:				\$		128,599.80	-	
SUBTOTAL	payment.				Ψ		120,000.00	\$	51,529.08
CODICINE									- 1,5
OTHER CHARGES (Attach an it	emized list)							\$	-
CURRENT PAYMENT DUE								\$	51,529.08
Balance to finish, including ret	ainage:				\$		18,114.12	-	
Notice to P	roceed:		Octobe	er 15, 202	20				
Substantial Completion	n Date:	-	Novemb	er 18, 20	)20				
Contract Time Remaining (If ap		-	*		-	Days to	substantial co	mpletion	
The undersigned Contractor certifies that to accordance with the Contract Documents,	that all the amounts	have been pai	id by the Con	ation and be tractor for wo	lief the ork for w	work covere vhich previo	ed by this Application us Certificate(s) for I	n for Payment Payment were	has been completed in e issued and payments
received from the Owner, and that current processing the Construction Contractor Approximation Contractor Co		em is now due.	•	,	J&K (	Contract	ing, LLC		
(someon)	Firm Na	ame							
(so hasan								12/03/20	020
Signature								Date	
Engineer / Consultant Approve				MSA	Profe	essional	Services, Inc.		
Alfiell	Firm Na	ame		-					3/2020
Signature					٠.,			Date	
Owner Approval:	Owner	Name			City	of Prair	ie City		
Signature								Date	
Submit to:									
E-mail:			P	hone:				Fax:	

Date printed: 12/2/2020

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

	CONTRACT PRICE DETAIL										
ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	STINO	ORIGINAL PROPOSED QUANTITY	CHANGE (BY CHANGE ORDER)	TOTAL	UNIT PRICE	EXTENDED PRICE	COMPLETE	VALUE OF COMPLETED WORK	REMAINING	PERCENT
		T					$\parallel$				
3.01	Trench Compaction Testing	S	1.00		1.00	2,6			ω,	1	100.00%
4.01	Sanitary Sewer, Trenched, 8" PVC	4	957.00		957.00			_	69	ı	100.00%
5.01	$\neg$	<u>ا</u> ا	1,563.00		1,563.00	\$ 18.00	"	1,563.00	÷ 6	- 00	100.00%
5.02	_	7 2	00.121		00.121	\$ 42.00	\$ 5,082.00	1	\$ 6,300.00	(29.00)	123.97%
5.03	$\neg$	5	2.00		2.00				9 6		100.00%
5.04		Y S	3.00		3.00	\$ 1,300.00	3,900.00	3.00	3,900.00	-	100.00%
5.05	$\neg$	5	00.1		1.00	ľ	ľ		A 6		100.00%
5.06	$\neg$	E	1.00		1.00				er (	ı	100.00%
6.01		EA	3.00		3.00	\$ 3,200.00	8,600.00		en 6		100.00%
6.02	$\neg$	EA	00.1		00.1	\$ 5,000.00	00.000.00	0.1	+		100.00%
8.01		SI	1.00		1.00	\$ 4,600.00			ω (		100.00%
9.01		AC	1.30		1.30	က	4		59	1.30	0.00%
9.02		AC	1.30		1.30	\$ 260.00		1.30	\$ 728.00		100.00%
9.03		ST	1.00		1.00				49	1	100.00%
9.04		rs	1.00		1.00	\$ 2,600.00			69	1	100.00%
9.05		LF.	2,000.00		2,000.00				69	853.00	57.35%
90.6	Silt Fence, Removal of Sediment	F	2,000.00		2,000.00	\$ 1.05	\$ 2,100.00	1,120.00	$\dashv$	880.00	26.00%
9.07		F	2,000.00		2,000.00	\$ 0.60			es.	2,000.00	%00.0
11.01		rs	1.00		1.00	\$14,175.00	_	1.00	8		100.00%
11.02	Sign, Remove, Salvage, & Reinstall	EA	4.00		4.00	\$ 320.00	\$ 1,280.00	00 4.00	\$ 1,280.00	-	100.00%
								s 0			
								- 3			
		l									
# OO											
3.01A		rs		1.00	1.00	w			69	,	100.00%
4.01A	\ Sanitary Sewer, Trenched, 8" PVC	4		374.00	374.00		\$ 20,801.88		es.	1	100.00%
5.01A	Water Main, Trenched, 8" PVC	LF		407.00	407.00			41	69	(10.00)	102.46%
5.03A	Fire Hydrant Assembly	EA		1.00	1.00	\$ 5,300.00			မာ		100.00%
5.04A	\ \Valve, Gate 8"	EA		1.00	1.00	\$ 2,200.00	\$ 2,200.00	1.00	-		100.00%
6.01A	Manholes, SW-301, 48" Diam	EA		1.00	1.00	\$ 6,000.00			မာ		100.00%
9.01A	Hydraulic Seeding, Fertilizing and Mulching (Urban)	AC .		0.40	0.40	\$ 4,899.00	1,959.60		69 6	0.40	0.00%
9.02A	Seeding, Temporary Seeding	AC.		0.40	0.40	\$ 2,220.00			se (		100.00%
CO#2	Sewer Service Stub for Dollar General Lot	LS		1.00	1.00	\$ 2,400.00	\$ 2,400.00	1.00	\$ 2,400.00	1	100.00%

95.64%

189,609.35

\$ 198,243.00

**Previous Applications for Payment** 

No.         Date         Amount           1         November 10, 2020         \$ 128,599.80           2         3           4         5           6         7           8         9           10         11           12         13           14         15           16         7           18         9           20         21           22         23           24         25           26         27           28         29           30         31           32         33           34         65	Previ	ous Applications for P	'ayment
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4   5   6   7   8   9   10   11   12   13   14   15   16   17   18   19   20   21   22   23   24   25   26   27   28   29   30   31   32   33   34   34   34   34   34   34	2		
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Previous	Ap	olications	for	<b>Payment</b>

No.	Date	Amount
36		
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PAYMENT TOTAL

\$ 128,599.80

**Record of Change Orders** 

No.	Date	Amount		
1	October 14, 2020	\$ 52,700.00		
2	October 29, 2020	\$ 2,400.00		
3				
4				
5				
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CHANGE ORDER TOTAL \$ 55,100.00

**Contract Time Remaining** 

Contract Period:	CALENDAR DAYS
Original Contract Date:	10/14/2020
Notice to Proceed:	10/15/2020
Original Contract Time:	45.00
Added by Change Order:	-
Contract Time to Date:	45.00
Time Used to Date:	47.00
Contract Time Remaining to Sub:	(2.00)



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 Leag	que PROJECT NAME & A	DDRESS:	
Attn: Scott 515-4	91-2902			
Fax or E-mail: pc	parkandrec@	Dgmail.com		
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	PRICE EXTENSION
		Furnish labor and materials to extend 50' of existing		
		backstop fence up another 8'.		
		Cost perfield. \$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		
( <del></del>				
1				
** Property lines & an	y required perm	its are the responsibility of the owner or general contractor, unless	SALES TAX	
		ane & sprinkler lines, must be located by customer. Any damages are	DELIVERY	
not the responsibility of You are hereby authorized to fur full responsibility for the location	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		TOTAL	
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 foresaid. 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.		Unless otherwise stated quoted valid for 10 days.		
		ill be charged on all past due accounts over 30 days.		
		fees will be assessed on all accounts placed for collection.		
Customer will be res without prior author		y restocking fees or permit costs incurred if job is cancelled prior to in	stallation. No materia	Is accepted for return
		pipals, partners and senior staff members signing below, by exe tee for the entire fulfillment of this contract and its contract con		act, give their full and
Must be signe	d by owner, pr	oprietor, or corporate officer.		
·		Robert Ayers		7/14/2020
PURCHASER		DATE SELLER'S REPRESENTATIVE		DATE

Estimator: Greg 515-661-0536

greg.cif@outlook.com

# GENTRAL IOWA

Iowa State Contractor License #C111229



8414 46th Lane Prole, Iowa 50229 P: 515-981-5777 office@centrallowafencing.com 820 Robins Rd. Hlawatha, Ia. 52233 P: 319-430-0895 office@centraliowafencing.com 70

DATE: 11-2-2020

Prairie City Baseball Field

%Scott Steinhoek

Address: 302 W Ashtyn Ln

Prairie City, Iowa

Phone:

Name:

515-491-2902

pcparkandrec@gmail.com

Email:

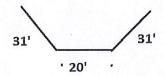
# **Fencing Layout**

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



Style: Chain link	
and the second second	

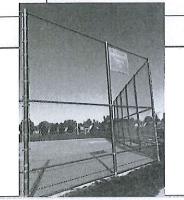
Total Length: Height:

Fencing Specifications / color

Wire Gauge: Term. Post Dia.

Line Post Dia. Rail Dia.

Gates:



# **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 lowa 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 lowa Fencing Ltd. is not responsible for damages to utilities that are not marked. Sprinkler Systems must be located by customer. Central lowa 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

# AMERICAN FENCE COMPANY



	corporation – Kansas City Ston, IA 50131	(515) 265-6100	dsm1@americafen	ce.com		
Salesman Scott Mattis	Phone (515) 318-880	1 Email	s.mattis@americafer	nce.com		
Date: 10/23/2020 Phone:	515-491-2902	Fax:	Specification	Specification for Fencing		
Customer Name:	Prairie City Park and Re		Overall Length	Overall Height		
Billing Address:	PO Box 607 203 E Jet		320'	24'		
Location of Job:	304 W Ashtyn L		Miles Course	Die Tee Dell		
City: Prairie City  Cell Phone:	State: IA  Contact E-Mail:	zip: 50228 scott@steenhoekfamily.com	Wire Gauge	Dia. Top Rail		
Cell Filolie.	Contact E-mail:	SCOTT@SteetillOeklathilly.com	9g	1-5/8"		
Specifications:			Dia. Line Post	Dia. Corner/End Post		
	11. DATE : 24.03. 201	A THE STREET SECTION	4"	4"		
Furnish and Install Materials	ed marchine in the filt	orteon mad	Dia. And Depth of Footing	Dia. And Depth of Footing		
	P. I. C	La Merca Albandar Stone (1)	edit and Homes will all and a	i m saan a se casibili		
American Fence to add 8 feet of chain			nante Life Residence	dinament and		
rail. Only center 80' on each will be rais	sed. Option to add 4 foot o	overhang on raised	Walk Gates	Drive gates		
portion: <b>\$7,122.00</b>			to the second of the second of the second	a delaboración de		
			Die Wells Cata Baat	Die Deise Cote Boot		
			Dia. Walk Gate Post	Dia. Drive Gate Post		
			or large and amount	Open William Good America		
			Barb Wire	Bottom Tension Wire		
			NA	NA		
regionalistic de la margane de la companya del companya de la companya del companya de la compan			1. 1745 N. H. J. 177 J. H. M.	Manual Manager Manager		
			Notes and Exclusions:			
			1.) Unless otherwise not	ed, one mobilization is		
			included for the installati			
			<ol><li>Unless otherwise not concrete/masonry for fer</li></ol>			
			drilling included.	ice by others. No core		
			3.) No permit, survey and			
			Fence line to be staked I	in and a substitution of		
cuestos enveltare menset e amos entribures de esple terreter lab esercició escribir es				4.) Unless otherwise noted, no removals, grading, grubbing and/or demolition included.		
			Like the English and Manor			
			<ol><li>Private utilities to be line to be staked clear of</li></ol>			
			6.) Unless otherwise not			
Project Specific Notes				wiring, grounding, conduit and/or connections		
Froject Specific Notes			included.			
No permit, survey, staking or field verification include	d		included.	7.) No bonds, dues or completed operations		
No core drilling, rock drilling, sleeve(s) or blockage required or included.			THE CONTRACTOR OF THE POST OF	8.) All items not specifically mentioned in this		
No temporary fence included.			proposal are excluded.			
All staking and private utility locates must be complete	e prior to AFC commencing Work.		9.) Unless otherwise not	9.) Unless otherwise noted, no addenda were		
No shop drawings, engineered drawings, delegated d	design or engineering included.		received.			
				e withdrawn by AFC if no		
			accepted within 30 days.	•		
NOTE: NOT RESPONSIBLE FOR SI				ect to liquidated damages		
Note: Your project was estimated based on what we the responsibility of AFC such as your foundation,	, buried paving or pavers, roots,	old fence footings, etc. Any adju		st be concrete truck		
additional materials, trips and labor will be at an addit	ional expense. Hand digs due to uti	ilties, etc.are \$35.00	accessible.			
Please call Scott N	Mattis at (515) 318-8801 with any q	question	13.) Waivers of subroga	ation are not included.		
Due to unprecedented steel price increases, contractor	to pay for stored materials or provid	e for subsequent future price increa	ses after award of contract. AFC w	vill provide storage		
Accounts not paid within thirty days will be charged eig	ihteen percent (18%) per annum.					
We agree to provide the work in accordance with	the information stated here in the	ne amount of	\$20,846,0	0 tax included.		
Authorized Signature:	Scott Mat		Date: 10/23/202			
	550001-1000		10/23/202	-		
On the back and or second page of this proposal are	very important terms and condition	s that we are requesting that you r	eview. If you do not have these to	erms and conditions: do		
not execute and contact your sales rep. Upon your re						
read, understood and agree with the terms and condi						
Customer/Contractor Signature:			Date:			
Diogga Dravida a Dilling E mail:						





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...."