

### RESOLUTION 3-10-21-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."

regular meetings of the council shall be h	ixed by resolution of the council	
NOW THEREFORE BE IT RESOLVED to will be April 14, 2021 at 6:00 p.m., at	hat the April 2021 Prairie City Co	uncil Meeting
Approved and adopted this 10th Day of M	1arch, 2021.	2
	Chad Alleger, Mayor City of Prairie City	
ATTEST		
	g.	
Jodie Wyman, City Clerk		

## 8 B

#### NOTICE OF PUBLIC HEARING

THE PRAIRIE CITY, CITY COUNCIL
Will hold a Public Hearing
at 6:00 p.m.
Wednesday, April 14, 2021
at the

Prairie City, \_\_\_\_\_ Prairie City, IA

#### PURPOSE OF THE HEARING

To consider amending Chapter 92.02 Water Rates, Chapter 99.02 Sewer Service Rates, Chapter 106.08.1A Solid Waste Fee, and Chapter 106.08.1B Recycling Fee of the Prairie City Code of Ordinances 2012 of Prairie City, Iowa

NOTICE IS HEREBY GIVEN that a Public Hearing will be held as described above to amend Chapter 92.02 Water Rates, Chapter 99.02 Sewer Service Rates, Chapter 106.08.1A Solid Waste Fee, and Chapter 106.08.1B Recycling Fee.

Anyone wishing to be heard on this matter should appear in person or by representative at the time and place noted above. For further information contact Prairie City, City Administrator John Lloyd at City Hall between 8:00 a.m. and 4:30 p.m. Monday through Friday.

#### **ORDINANCE NO. 383**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO WATER SERVICE CHARGES

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

**SECTION 1. SECTION MODIFIED.** Section 92.02 of the Code of Ordinances of the City of Prairie City, Iowa, is repealed and the following adopted in lieu thereof:

RATES FOR SERVICE. Water service shall be furnished at the following monthly rates within the City: (Code of Iowa, Sec. 384.84)

Gallons Used Per Month	Rate		
First 1,500	\$16.74 (minimum bill)		
Next 8,500	\$9.83 per 1,000 gallons		
Next 30,000	\$8.12 per 1,000 gallons		
All over 40,000	\$3.35 per 1,000 gallons		

**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 July 1, 2021, after its final passage, approval, and publication as provided by law.

approval, and publication a				
Passed by the Council the 1	14th day of April, 2021, and a	approved thisth day	of, 202	1.
•				
		Chad Alleger, Mayor		
ATTEST:				
Jodie Wyman, City Clerk	A			
First Reading:	Second Reading:	Third	l Reading:	
I certify that the foregoin	ng was published as Ordina	nce Noon the _	, day of	, 2021.

Jodie Wyman, City Clerk

#### **ORDINANCE NO. 384**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SEWER SERVICE CHARGES

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

**SECTION 1. SECTION MODIFIED.** Section 99.02 of the Code of Ordinances of the City of Prairie City, Iowa, is repealed and the following adopted in lieu thereof:

RATE. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed as follows:

Gallons Used Per Month	Rate
First 1,500	\$26.21 (minimum bill)
Next 8,500	\$15.23 per 1,000 gallons
Next 30,000	\$12.64 per 1,000 gallons
All over 40,000	\$5.23 per 1,000 gallons

**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 July 1, 2021, after its final passage, approval, and publication as provided by law.

ATTEST:		d Alleger, Mayor	
ATTEST.			
Jodie Wyman, City Clerk			
First Reading:	Second Reading:	Third Reading:	

Jodie Wyman, City Clerk

#### **ORDINANCE NO. 385**

# AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE CITY, IOWA, BY AMENDING PROVISIONS PERTAINING TO SOLID WASTE COLLECTION FEES

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

SECTION 1. SECTION MODIFIED. Subsections 1-A and 1-B of Section 106.08 of the Code of Ordinances of the City of Prairie City, Iowa, is repealed and the following adopted in lieu thereof:

- 1. Schedules of these for solid waste and recyclable material collection and disposal service, used or available, for each residential premises are:
  - A. Solid Waste Fees.

35-gallon container	\$11.46 per month
64-gallon container	\$16.45 per month
96-gallon container	\$21.44 per month

Additional bags set out for collection must have a solid waste sticker attached thereto and each bag shall not exceed 30 gallons in capacity or 50 pounds in weight. The fee for each solid waste sticker is \$1.00.

B. Recycling Fee - \$3.89 per month.

**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 July 1, 2021, after its final passage, approval, and publication as provided by law.

Passed by the Council the 14th day of April, 2021, and approved this 14th day of April, 2021.

		Chad 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	
2021.			
·			
	Jodie Wyman,	City Clerk	

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## SHOMO - MADSEN - UMBLE INSURANCE

402 W. 2nd Street • Prairie City, IA 50228 • 515-994-2446 • Fax 515-994-9344 • 888-994-9344

City of Prairie City

March 2, 2021

Insurance Renewal



The City's property and liability insurance policy renews each year on April 1. On the following page is the past year comparisons of Prairie City's insurance premium by line of insurance along with the EMC renewal quote for 2021. The premium has increased a bit for 2021 largely due to an increase in coverage for almost every line of insurance.

The total blanket coverage amount of the Property component of the policy has increased to \$10,443,056. Because of last year's Derecho, the cost of building materials has increased a great deal and will likely increase further in the coming year. The increase in coverage will help to keep valuations close to the replacement cost of the structures, contents and property in the open. EMC continues to provide blanket coverage for property, which means that the entire blanket is available to replace property owned by the City that has a covered loss. If the City wishes, the premium for the Property component can be decreased by \$1,607, if the deductible is changed from \$1,000 to \$2,500.

The Liability and Umbrella lines of insurance have increased due to the increase in water payroll, and the Commercial Auto line has increased due to the addition of a vehicle. The Law Enforcement line of insurance has increased due to more personnel on the force.

No one could have anticipated the troubles of 2020. With any luck we will return to a much calmer 2021, facing just usual challenges instead of having to deal with a historic pandemic and a hopefully once in a lifetime Derecho.

Here at Shomo-Madsen-Umble Insurance, we have always appreciated the opportunity to be the City of Prairie City's agent and look forward to continuing our partnership for many years into the future. Please don't hesitate to let us know whenever you have questions or concerns. We are here to help.

Sincerely,

Melanie M. Umble

melanie my. Umble

Trusted Choice

Independent Insurance Agent



## SHOMO - MADSEN - UMBLE INSURANCE

402 W. 2nd Street • Prairie City, IA 50228 • 515-994-2446 • Fax 515-994-9344 • 888-994-9344

### City of Prairie City - Four year comparison of EMC's premiums

Here is the break-down of each component of the City's policy with the corresponding EMC renewal quote for 2021 for the City's review. The total property blanket coverage has increased to \$10,443,056 to more closely represent full replacement cost for all property owned by the City. The premium for that line of coverage can be lowered to \$18,345 if the deductible is raised from \$1,000 to \$2,500 per occurrence, a savings of \$1,607.

	<u>2021</u>	<u>2020</u>	<u>2019</u>	2018
Property	\$19,952.00	\$ 16,687.00	\$ 12,697.00	\$ 11,907.00
	\$18,345.00 - to i	ncrease deductible to	\$2,500. Currently \$	\$1,000 deductible.
Liability	7,073.	6,072.	5,564.	5,291.
Crime	108.	108.	108.	134.
Inland Marine	829.	829.	1,654.	1,654.
Automobile	8,800.	7,961.	7,471.	6,037.
Linebacker	3,160.	2,605.	2,277.	2,146.
Law Enforcement	1,874.	1,204.	1,182.	1,182.
Cyber Insurance	1,200.	1,000.	904.	404.
Umbrella	947.	870.	838.	775.
			<u></u>	
Annual Premium	\$43,943.00	\$37,336.00	\$32,695.00	\$29,530.00

With \$2,500 deductible for property line: the total premium for 2021 would lower to: \$42,336.00.

The dividend paid in February, 2021 was \$1,802.24. We expect the dividends to be similar in the future.



#### John Lloyd

From:

Melanie Umble <MUmble@shomo-madsen.com>

Sent:

Monday, March 8, 2021 9:34 AM

To:

John Lloyd

Subject:

property deductibles

#### Good Morning!

Savings if deductibles are increased on the City's Commercial Property line of insurance:

\$19,952 for a total premium of \$43,943. – deductible stays at \$1,000. \$18,345 for a total premium of \$42,336 – deductible increases to \$2,500. \$16,640 for a total premium of \$40,631 – deductible increases to \$5,000.

Deductible would be per claim on the Commercial Property owned by the City.

Melanie Umble AFIS

Shomo-Madsen-Umble Insurance 402 W 2<sup>nd</sup> St Prairie City, IA 50228 (515) 994-2446 mumble@shomo-madsen.com

This email was scanned by Bitdefender

#### CHAPTER 28E AGREEMENT BETWEEN CITY OF PRAIRIE CITY IN JASPER COUNTY, IOWA AND JASPER COUNTY FOR APPROPRIATION OF FUNDS AND PROVIDING ANIMAL CONTROL SERVICES IN JASPER COUNTY

This Agreement is made and entered into as of this 1st day of July 2021, by and between the City of Prairie City, Iowa, (the "participating entity" or "entity") and Jasper County, Iowa, specifically, Jasper County Animal Control ("JCAC").

WHEREAS, the entity recognizes the need for local animal control services for primary benefit of the undersigned government entity; and,

WHEREAS, the entity acknowledges that it is in the best interest of the undersigned government entity to enter into this Agreement to provide stability in funding for an availability of such animal control services, and including but not limited to an animal control officer for the performance of these duties; and

WHEREAS, the entity further acknowledge that it is in the best interest of the undersigned government entity to provide assistance and support for the operation of such proposed animal control services.

THEREFORE, in accord with Chapter 28E and other relevant sections of the Code of Iowa, the participating entity enters into the following agreement regarding animal control services with Jasper County.

#### **SECTION 1 – PURPOSE**

Under this Agreement, Jasper County through the JCAC, will provide animal control related services through appropriations and fees from participating entity.

#### **SECTION 2 – DEFINITIONS**

- 2.1 "Animal" means domesticated dog or cat unless otherwise indicated in this section.
- 2.2 "Animal Control Officer" means a person designated by the county to perform such duties involving animal control and having police authority for the enforcement in this chapter.
- 2.3 "Animal Control" means any premises, either designated or contracted for, by the county for the proper care of impounded animals held under the authority of this chapter.
- 2.4 "Cats" means both male and female animals of the feline species, whether altered or not.
- 2.5 "Control" is established when an animal is secured by a leash or lead, confined in a fenced-in area or vehicle, or obedient to a competent person's commands.
- 2.6 "Dogs" means both male and female animals of the canine species, whether altered or not.

2.7 "Participating Entity" means governmental entity located in Jasper County that are a signatory party to this 28E Agreement and receive animal control services from JCAC.

#### **SECTION 3 – DURATION**

3.1 <u>Duration of Agreement:</u> This Agreement shall be of perpetual duration. Either participating entity may, however, terminate its participation in this Agreement by giving written notice to the other party to this Agreement by May 1<sup>st</sup>, prior to the upcoming fiscal year. Failure of a participating entity to give notice by May 1<sup>st</sup> shall continue that entity's participation until timely notice is given.

#### SECTION 4 – OBLIGATIONS OF PARTIES

4.1 Obligations of JCAC to Participating Entity: JCAC shall be at all times obligated to the other party to this Agreement to provide an animal control officer and to provide to the other party to this Agreement in a lawful manner all animal control services as stated in Exhibit "B". JCAC shall be at all times obligated to provide services for the benefit of the participating entity through the use of a fee schedule shown in Exhibit "A" attached hereto and by this reference made a part hereof.

JCAC shall use funds received from the participating entity for continually funding animal control services and to otherwise fulfill the statutory required animal control duties under this Agreement. The JCAC shall operate procedurally and be limited to its services under the enacted Jasper County Ordinance #66 related to animal control and this 28E. If JCAC intends to operate any other animal humane programs or services not agreed under this document or under the Jasper County Ordinance, the JCAC shall generate from sources other than the participating entities all funds for such programs.

4.2 <u>Obligations of Participating Entity to JCAC</u>: Participating entity shall comply with their respective obligations to the JCAC as set forth in this 28E and each of its attachments.

#### SECTION 5 – APPROPRIATIONS OF EACH PARTICIPATING ENTITY

Participating entity shall pay fee as shown on Exhibit "A", as may be separately amended from time to time upon full consent of both parties to this Agreement.

#### **SECTION 6 – AMENDMENT**

This Agreement may only be amended by written instrument duly executed by the participating entities.

#### SECTION 7 – RECORDS ACCESS

The JCAC shall keep intake information of strays from the participating entities, and the JCAC shall make such intake information available to the participating entities upon request. However, the participating entities shall not release any information about the JCAC, or any information that the entity may be privy to as a result of the Agreement, to any person or persons, or other entities without prior written consent of the JCAC with exception of records that are public records under Iowa Code Chapter 22, which may include this Agreement.

#### SECTION 8 - INDEPENDENT CONTRACTOR

The JCAC is an independent contractor and in no event or circumstance are any employees of the JCAC to be considered employees or agents of any of the participating entities or receive benefits from any of the participating entities.

asper County Board	of Supervisor, Chairman
Date:	
City of Prairie City I	owa Representative

### EXHIBIT A

City	County Population	Percentage of Population	Annual Fee
•	•	•	
Baxter	1029	11%	\$1,375.00
Colfax	2069	22%	\$2,765.00
Kellogg	592	6%	\$791.00
Lambs Grove	169	1.80%	\$225.00
Mingo	307	3.30%	\$410.00
Monroe	1874	20%	\$2,505.00
Prairie City	1729	18%	\$2,310.00
Reasnor	155	1.60%	\$207.00
Lynnville	395	4.20%	\$528.00
Sully	836	8.90%	\$1,117.00
Oakland Acres	160	1.70%	\$214.00
Valeria	40	1.00%	\$54.00
	9355	100%	\$12,501.00

#### **EXHIBIT B**

#### Services provided to contracting 28-E agreement holders from JCAC

The following services will be provided for the length of agreement to any participating entities:

- Stray dogs that are reported to the non-emergency Sheriff's office number will be picked up by a JCAC officer at the officer's discretion.
- Any cat that is deemed sick or injured will be picked up by a JCAC officer, if the officer deems the cat's condition is of the nature that it would need immediate medical attention due to an injury or illness.
- 24/7 emergency on-call services will be provided to anyone contracting with JCAC.
- All animals will receive adequate feeding, watering, exercising, and housing at a partnering facility in compliance with IDALS.
- All dogs that have served their 7-day stray hold or all cats who have served their 3-day stray hold will be transferred to a partnering facility where they will become available for adoption to the public or be humanely euthanized.
- JCAC will provide services dealing with dog and cat bites. Animals who have not been vaccinated against rabies and have bitten someone causing a breakage in the skin, drawing blood, will be required to serve a 10-day mandatory quarantine at a partnering facility. JCAC will oversee picking up said animal from the scene, getting the proper paperwork from owners, holding the animal in accordance with IDALS, and assist the pet owner in reclaiming their pets when deemed safe or humanely euthanizing the animal.

- Dogs with Distemper, Parvovirus, Bordetella, and Rabies vaccines and cats with FVRCP (Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia) and Rabies vaccines will be provided in accordance with IDALS.
- If veterinarian services are needed, services will be provided with the proper care for each animal that is deemed in need of treatment from a medical professional.
- JCAC will assist pet owners who would like to reclaim their pets.
- JCAC will make welfare checks on animals that are reported as possibly neglected or mistreated.

#### **MOWING POSITION**



Three seasonal part time positions with no benefits, approximately 20 hours a week. Applicants must be 18 years of age. Mowing and weed whipping will include cemetery, parks and all City facilities.

Applications are available at City and must be returned to City Hall before 4:30 p.m. April 6, 2021.

The City of Prairie City is an equal opportunity employer.

## **Septics and More Inc** PO BOX 1170 101 E SOUTH ST

MONROE, IA 50170

Voice: Fax:

## QUOTATION

Quote Number: thermo-gas-building

Quote Date:

Apr 6, 2020

Page:

1



#### Quoted To:

City of Prairie City 203 E Jefferson St Prairie City, IA 50228

CustomerID	Good Thru	Payment Terms	Sales Rep
City of Prairie City	5/6/20	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
		Trackhoe job, tear down the old Thermo		5,250.00
		Gas Building, haul to dump, remove		
		concrete, haul in dirt and level yard up. Also		4
		cap sewer off south of building.		
		Electric will need to be disconnected before		
		work can begin.		
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	Justin			
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	plers	600		
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			Subtotal	5,250.00
			Sales Tax	
			TOTAL	5,250.00