

**CITY OF PRAIRIE CITY  
MINUTES  
MAY 12, 2021**

The City Council of Prairie City, Jasper County, Iowa, met on May 12, 2021, in regular session at the Prairie City Council Chambers at City Hall and via Zoom. At 6:02 p.m. Mayor Alleger called the meeting to order, and all joined in reciting the Pledge of Allegiance.

Roll Call: Roll was called showing members present and absent as follows: Present: Mayor Alleger; Councilors: Townsend, Lindsay, and Taylor; Absent: McDonald and Berger. Also in attendance: Interim City Administrator and City Clerk, Jodie Wyman; Police Chief, Mike German; City Water and Sewer Operator, Carl Van Der Kamp; City Attorney, Matt Brick; and City Engineer, Andrew Inhelder.

Agenda Approval: Taylor moved to approve the agenda and was seconded by Townsend. The motion passed all ayes.

Consent Agenda: Taylor moved to approve the consent agenda and was seconded by Lindsay. The motion passed all ayes.

Public Comments: Kimberly Pierce addressed Council with concerns surrounding her property and the Marshall Street Reconstruction Project. Her first concern is that the project goes to Washington Street and not through the intersection. This concern is regarding the water run off to the southwest corner of her property, running south to this location from Marshall Street as well as running east from across the funeral home across Marshall Street. Ms. Pierce would like Council to consider expanding the project to include the intersection at Marshall Street and Washington, so the southwest corner of her property would be fixed.

The next concern that Ms. Pierce presented to Council was in regards to the Bike Trail. She is concerned the Bike Trail will devalue her property. Additionally, she feels that there will be a safety issue with it being close to her home. She has a grandchild that is special needs so having strangers on bikes or traveling quickly by her property will cause confusion for the child.

Old Business: Andrew Inhelder with MSA presented Council with an update of ongoing projects. Councilor Townsend asked for a status update for the Prairie Point Development. Andrew advised the developers submitted an initial site plan for review, but it did not meet current zoning code. MSA's recommendation was to go through the planned development; however, there has been nothing resubmitted for review at this time. Once received, it can be expedited, as it has to go through Planning and Zoning and then Council.

Andrew Inhelder with MSA presented Council with the Statement of Final Completion and Acceptance of the Work for the Water Main and Sanitary Sewer Extension 2020 Project. There are still four-year bonds associated with the project for any potential issues with the water and sewer mains within the scope of work holding the contractor liable. MSA recommends Council approve the submitted Final Completion and Release of Claims.

Taylor moved to approve the Final Pay Application #3 in the amount of \$16,678.27 releasing retainage for review and signature and was seconded by Townsend. The motion passed all ayes.

Townsend moved to open the Public Hearing on proposed plans, specifications, form of contract and estimate of cost for the Marshall Street Project. Councilor Taylor seconded the motion. On a roll call vote the motion passes all ayes. The Public Hearing opened at 6:11 p.m. No one was present, nor were any communications received.

At 6:12 p.m. Townsend motioned to close the Public Hearing. Councilor Taylor seconded the motion. The motion passed all ayes.

Taylor moved to approve the Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Marshall Street Reconstruction Project and was seconded by Townsend. The motion passed all ayes.

Sealed bids were due Monday, May 10, 2021, by 2:00 p.m. The results of the bidding included three bids: TK Concrete \$554,447.00, Absolute Concrete \$549,273.00, and Halbrook Excavating \$610,090.25. No action was taken by Council.

Taylor moved to approve the Resolution awarding the contract for the Marshall Street Reconstruction Project, per the recommendation of MSA, to Absolute Concrete in the amount of \$549,273.00. The motion was seconded by Townsend and passed all ayes.

Taylor moved to open the Public Hearing for 2020-2021 Budget Amendment. Councilor Townsend seconded the motion. On a roll call vote the motion passes all ayes. The Public Hearing opened at 6:21 p.m. No one was present, nor were any communications received.

At 6:22 p.m. Taylor motioned to close the Public Hearing. Councilor Townsend seconded the motion. The motion passed all ayes.

Taylor moved to approve the Resolution approving the 2020-2021 Budget Amendment and was seconded by Townsend. The motion passed all ayes.

Pumps at the lift station were repaired/replaced in March 2021. Over the last two weeks the high alarms and run times have increased drastically. After pulling the pumps, it was discovered that there was about a foot and a half of sand at the bottom of the lift station, which had completely worn out the pumps after only a month and a half. A company was brought in to vacuum out the sand, one pump was able to be repaired, but the other had sand and water in the motor, so a new pump was installed. The lift station was back in operation. However, the car wash continues to release sand into the system. A discussion is needed between the city and the car wash owners to stop this immediately. Interim Administrator Wyman will contact the car wash owner to set up time next week to discuss how to correct the issue. In the meantime, public works will inspect the lift station every two weeks and have vacuumed out when needed to prevent further repairs/replacement of pumps. No action was taken by Council.

Impact7G came out and gathered samples from the city building at 801 W Second Street for asbestos testing. The report outlined that both the linoleum and 9" x 9" floor tile contained asbestos. Impact7G recommended REW Services Corporation for remediation. A quote has been received in the amount of \$5,229.00 for this work. Upon Council approval, REW Services will need ten days to receive proper permitting and two to three days to complete the asbestos remediation. Interim Administrator Wyman has reached out to the three companies that had previously submitted quotes for demolition to ask for updated quotes to bring back to Council, one has been received at this time. Taylor moved to approve the quote from REW Services Corporation in the amount of \$5,229.00 for asbestos remediation at the city building located at 801 W Second Street. Councilor Townsend seconded the motion and passed all ayes.

Taylor moved to approve the City of Prairie City paying for the rental of the lift from Contractor Sales and Services in the amount of \$1,847.42 and was seconded by Lindsay. The motion passed by aye votes from Councilors Taylor and Lindsay and a nay vote from Councilor Townsend.

New Business: Townsend moved to approve the Resolution Setting the Time and Dates for the next regular Prairie City Council meeting for June 9, 2021, at City Hall and via Zoom at 6:00 p.m. The motion

was seconded by Lindsay. The Resolution passed all ayes.

Taylor moved to approve the second reading of Ordinance 383 to increase water rates. Townsend seconded the motion. The motion passed all ayes by roll call vote.

Resolution 4-14-21-4 waiving the third reading of Ordinance 383 failed without a super majority present; therefore, the third reading of Ordinance 383 will be scheduled for the June 9, 2021, meeting.

Taylor moved to approve the second reading of Ordinance 384 to increase waste water rates. Lindsay seconded the motion. The motion passed all ayes by roll call vote.

Resolution 4-14-21-5 waiving the third reading of Ordinance 384 failed without a super majority present; therefore, the third reading of Ordinance 384 will be scheduled for the June 9, 2021, meeting.

Taylor moved to approve Resolution 5-12-21-3 Setting Employee Wages 2021-2022 and was seconded by Lindsay. The motion passed all ayes by roll call vote.

Carl Van Der Kamp, Water/Sewer Superintendent, addressed Council regarding installing a sidewalk on the west side of State Street heading south from South Street to the Community Park. By doing so, the route to school would be altered slightly to improve the safety of the children by reducing the number of locations for crossings. Superintendent Van Der Kamp has met with homeowners that would be affected by the installation, as well as the school, and has received support for the project. Andrew Inhelder with MSA presented Council with two options: Option #1 - sidewalk near road (\$190,000.00) and Option #2 - sidewalk set back from road (\$60,000.00). The rough estimates would be vastly different due to the requirement of grading and storm installation for Option #1 - sidewalk near road. Andrew informed Council that there is a potential for applying for TAP Funding (Safe Routes to School) which opens in October for applications. This funding is available for 80/20 match, but awards are typically to the largest projects that apply. No action was taken by Council at this time, but request that it be added to the June 9, 2021, Council Meeting where all Council Members will be present.

Townsend moved to approve the Resolution approving the installation of a stop sign at the intersection of N. Marshall Street and W. Sixth Street and was seconded by Taylor. The motion passed all ayes.

Carl Van Der Kamp, Water/Sewer Superintendent, addressed Council regarding the future need to expand the cemetery. Superintendent Van Der Kamp has provided Beacon maps displaying the current cemetery capacity, greenspace available for cremains plots, and undeveloped city owned property to the west of the current cemetery. The cemetery is reaching capacity with all of the new plots that have been sold. There is some greenspace available in the north central section of the current cemetery. This space is comprised of black dirt, which is not believed to have the ability to hold a normal casket burial. It is recommended that Council plat this section for cremains plots, half the size of a burial plot at a reduced rate (\$200.00 instead of \$300.00) with a requirement for only flat grave markers. Superintendent Van Der Kamp would recommend trying to get donations to build a gazebo to be placed by the north fence in this cremains section, where individuals could purchase plaques and place flowers in memory of their loved ones. With the development of this cremains section, there may be a slight delay on needing to expand into a new addition, but still a need to begin the discussion and surveying. No action was taken by Council at this time, but request that it be added to the June 9, 2021, Council Meeting where all Council Members will be present.

Carl Van Der Kamp addressed Council regarding the Colfax Well and a notice received at City Hall regarding the land surrounding it. Colfax held a Planning and Zoning Meeting on Thursday, May 6, 2021, to vote on rezoning the surrounding land currently owned by Doug Rogers from agricultural to residential, multi-family residential, and commercial. Despite the request by Superintendent Van Der Kamp, Colfax Planning and Zoning voted to pass the motion to rezone this area. The board

recommendation then went to Colfax City Council on Monday, May 10, 2021. Again, Superintendent Van Der Kamp asked that this land not be rezoned, as requested for the development of the Timber Hill Project. Unfortunately, Colfax City Council passed the motion to rezone and approve the development for the Timber Hill Project. Interim Administrator Wyman was tasked with calling property owner Doug Rogers requesting the sale of four acres to the south of Prairie City's wells for future new wells. No action was taken by Council.

Todd with ICE Performance addressed Council requesting the rental fee of \$20.00 per hour for the soccer fields be waived for the months of June through October 2021. ICE Performance offered to donate \$500.00 to the Parks and Recreation Department in the event that the rental fee is waived. The program that Todd will be having at the soccer field is for local children, to keep active for one hour two days a week (11:00 – 12:00 p.m.). Lindsay moved to approve waiving the rental fee June through October 2021 with the donation of \$500.00 and was seconded by Townsend. The motion passed all ayes.

Taylor moved to approve the hiring of Ryan Martin as a reserve police officer and was seconded by Lindsay. The motion passed all ayes.

Lindsay moved to adjourn the Council meeting and was seconded by Townsend. The motion passed all ayes. The May 12, 2021, Prairie City Council meeting adjourned at 8:36 p.m.

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**Chad D. Alleger, Mayor**

**ATTESTED TO:**

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**Jodie Wyman, City Clerk**

**CITY OF PRAIRIE CITY  
MINUTES  
MAY 14, 2021**

The City Council of Prairie City, Jasper County, Iowa, met on May 14, 2021, in special session at City Hall Council Chambers and via Zoom. At 1:01 p.m. Mayor Alleger called the meeting to order, and all joined in reciting the Pledge of Allegiance.

Roll Call: Roll was called showing members present and absent as follows: Present: Mayor Alleger; Councilors: Townsend, Berger, McDonald, and Taylor; Absent: Councilor Lindsay. Also in attendance: Interim City Administrator and City Clerk, Jodie Wyman.

Agenda Approval: Taylor moved to approve the agenda and was seconded by McDonald. The motion passed all ayes.

Consent Agenda: McDonald moved to approve the consent agenda and was seconded by Taylor. The motion passed all ayes.

Public Comments: None.

New Business: Taylor moved to accept the resignation of Public Works employee, James Clark, effective May 28, 2021, and Berger seconded the motion. The motion passed all ayes.

McDonald moved to approve to post for a full-time Public Works position. Berger seconded the motion. The motion passed all ayes by roll call vote.

Taylor moved to approve hire Logan Stallings as a volunteer for the Fire and EMS Departments. McDonald seconded the motion. The motion passed all ayes by roll call vote.

Taylor moved to adjourn the Council meeting and was seconded by McDonald. The motion passed all ayes. The May 14, 2021, Prairie City Council meeting adjourned at 1:05 p.m.

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**Chad D. Alleger, Mayor**

**ATTESTED TO:**

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**Jodie Wyman, City Clerk**

## Prairie City Library Board Meeting

April 20, 2021

Meeting called to order by Ginny Dalton at 6:07.

Present: Sue Ponder, Linda Frazier, Ginny Dalton, Arnie Sohn, Jason Taylor

Minutes from April were reviewed. Motion by Jason, second by Linda to approve the minutes. Motion carried.

Librarian report:

Financials reviewed. At this point, 55% of the budget has been spent.

Covid 19 plan discussed. The library director recommends that indoor children's activities resume once the summer reading program has concluded. The director will also reach out to adult patrons to discuss their feelings on resuming indoor gatherings at the library.

The summer reading plan is being developed. At this point, the Absolute Science group is booked and other activities and programs are being explored.

The library brochure to be mailed should be printed soon. The Friends of the Library will be covering the cost for this.

Friends and volunteers collected cans at Bike Night and will be arranging for golf cart shuttle service on Prairie Days as another fundraiser.

The librarian's evaluation will be completed by board members before our next meeting. It will be reviewed and compiled at that time.

Next meeting is planned for May 25 at 6 p.m.

Submitted by Linda Frazier



## PARK BOARD

Wednesday, April 21, 2021 at 6 p.m.

Prairie City Community Building

### Meeting Minutes

(Subject to change within 24 hours of meeting)

1. Call to Order – Tom Schendel at 6:01 p.m.
2. Roll Call – Tom Schendel, Scott Steenhoek, Emily Simmons, Lonny Wing, Jake Nolin, Brent Berger
3. Approval of Agenda & Minutes – Agenda: Motion by Emily, second by Lonny; Minutes: Motion by Emily, second by Lonny.
4. Little League Update / Bam Bam – little league is up and running with practices, games/schedule is on the calendar;
  - a. Little League is up and running with practices and games; schedule is on the Parks and Rec calendar, viewable on the city website.
  - b. Bam Bam – Navigating their schedule with CIS sports for scheduling on Saturdays; 6 teams with three games each Saturday;
    - i. Options provided to Bam Bam organizers – one ball field at rec complex, on soccer field, on grassy area by tennis courts.  
ACTION: Scott will have a conversation with Bam Bam and CIS to determine what will work for both parties.
5. PCM Mustangs Youth Soccer – practices and games are moving; concession stand in use; shelving and totes have been added to the concession area.
6. Public Works Update
  - a. Spot spraying at Rec Complex; main spraying will occur once the temperature is consistently warmer.
  - b. Fillings holes with dirt.
  - c. Soccer field seeded.
  - d. Fixed batting cages – pulled fencing down and reduced gaps in fence.
  - e. Leveled gate latches and made them easier to open and close.
  - f. Two benches ordered – one for Garden Square and one for Rec Complex.
  - g. Filled in the “intake” drainage on east side of walking path between the NW and NE ball fields.

- h. Treated pond with blue dye catalyst to help diminish cattails.
- i. Middle storage shed was broken in to; individuals were caught; damaged to handle and doorjam – getting things fixed.
- j. Requested new handle/lock for utility closet on middle concession.
- k. Globe on bandstand is broken – pillar on back; facilities will take a look and try to replace.

7. New Business: None

8. Old Business:

- Community Building:
  - Windows arrived at Midwest but one was broken.
  - Midwest will wait for the new window to arrive and then do all the work at once.
  - Midwest is putting us ahead of other customers – target completion before weekend of May 15.
  - Building not available week of May 3 – Tom will notify Midwest.
  - Looking at what to do for roof replacement – shingles, metal, include shelters. Budget dollars should allow for either option.
  - Contractors to consider – Bakeris, Dirk VanWyk, DP Construction, M2
- Summer rec update:
  - Jen Kline and Alyssa Grier have been hired.
  - PCM teachers will be working until June 7<sup>th</sup> so looking to start program June 9<sup>th</sup> and run through July 2<sup>nd</sup>. Typical week in Mon-Thurs with 3-6 grades from 9:00 to 10:00 a.m. and K-2<sup>nd</sup> grades from 10:00 to 10:45 a.m.
  - Going later than July 4<sup>th</sup> typically results in less attendance but will be considered.
- Pond:
  - Iowa Pond Guy, LLC performed a site assessment and determined a cattail and muskrat infestation.
    - Proposed work would cost between \$5k - \$30K and includes cattail treatment, monthly maintenance, reshaping shoreline, rock.
  - Waiting on a site assessment from the Natural Resources Conservation Services in Newton; will happen this Thursday, April 22. NRCS will just make recommendations for work to be done – they don't provide funding or do any of the work.
- Budget – review current status (revenue & expense report)
  - Tom to check with Jodie on how much is actually left after everything is purchased.

- Tom to check with Jodie on when invoices must be received by for the current fiscal year in order to be paid on time.
- Rec Complex – fence extensions, storage cupboards & weather stripping (east concession), scheduling review, tourney update, soccer goals, vendor hook-up fee, rainout hotline, rental fees,
  - Fence extensions: waiting on response as to when the work will get done; Des Moines Steel Fence has a lot of customers and demand right now, and has just gotten back its seasonal workers.
  - Scheduling: all LL games are scheduled and practices for tournament teams have been back-filled; sitting well through busy season; consider an app for booking – would have to include restrictions so teams can't occupy the fields.
  - Tourney update: one tournament held on 04/17-04/18 and one scheduled for 04/24-04/25; schedule is fluid based on CIS schedule; CIS provides workers based on our need – this impacts how much we make in rental fees per game. Agreements will be provided the week of, if not sooner.
  - Vendor hook-up fee: discussed a hook-up fee for food trailers, etc. at complex; fee should in line with Garden Square rental (no alcohol) which is \$150 per day. Looking to implement May 1, 2021.
  - Rainout hotline: to help with knowing if fields are open or closed; could pay for a service/app to notify community (about \$400 per year). Would push a notification to phones. To discuss more and consider as an annual expense.
  - Rental fees: ICE owner reached out about using the Rec Complex. Rental agreement states \$20 per hour for a soccer field. We will stick with the fee schedule at \$20 per hour.
  - Soccer goals: Best goals are \$5000/set (comes with wheels, nets) from soccer.com; Average goals are \$3400/set; basic goals are about \$2200/set. Corner flags are about \$120/set of four. Discussion will continue at next meeting to consider purchasing goals (Lonny to provide additional details).
- Promotion of local business at rec complex/tournaments
  - Emily provided her findings on what other towns/cities do as well as costs.
  - Also discussed were sign restrictions based on Little League guidelines/by-laws.
  - Emily will check with the Little League organization on what they allow. Further discussion to happen at the May meeting.
- List of projects – what to tackle in 2021-2022

- o Pushed to May meeting.

9. Discussion Items

10. Next Meeting – Wednesday, May 19, 2021

11. Adjournment – Motion by Emily; second by Scott

American with Disabilities Act Compliance:

If there is anyone wishing to attend that may require special assistance in being able to participate in this public meeting, please advise City Hall of your needs forty-eight (48) hours prior to the meeting.

## CLAIMS REPORT

Vendor Checks: 5/07/2021- 6/03/2021

Payroll Checks: 5/01/2021- 5/31/21

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
1 DIGITAL, INC	HDMI & TV MOUNT		420.66	43958	6/03/21
A TEAM APPAREL	BAM BAM SHIRTS		28.00	43946	5/20/21
BAKER & TAYLOR INC	LIBRARY BOOKS		576.24	43959	6/03/21
BLANK PARK ZOO	MEMBERSHIP ID: 1120187		375.00	43960	6/03/21
BOUND TREE MEDICAL LLC	AMBULANCE SUPPLIES		112.69	43961	6/03/21
BRICK GENTRY P.C.	Legal Fees		2,040.00	43962	6/03/21
CAPITAL CITY EQUIPMENT CO	BOBCAT TIRES		447.60	43963	6/03/21
CARROT-TOP INDUSTRIES	FLAGS		198.60	43964	6/03/21
CENTURYLINK (LUMEN)	TELEPHONE		386.97	43965	6/03/21
CERTAPRO PAINTERS	COOP MURAL PRIMER APPLICATION		2,293.95	43966	6/03/21
CIT SEWER SOLUTIONS	LIFT STATION 5.11.21		3,092.00	43967	6/03/21
CITY OF BAXTER	FIRE TRUCK RADIOS		2,533.79	43968	6/03/21
CITY OF PRAIRIE CITY	IPERS		289.18	43945	5/18/21
COLFAX AUTO PARTS	PARTS		184.52	43947	5/20/21
DAMON DOTSON	PRAIRIE DAYS ENTERTAINMENT		3,000.00	43948	5/20/21
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE PREMIUM		431.28	6152214	5/31/21
DUELING MUSICIANS LLC	PRAIRIE DAYS ENTERTAINMENT		2,125.00	43969	6/03/21
EPIC LIFE INSURANCE CO	LIFE INSURANCE PREMIUM		336.01	6152220	6/01/21
FEDERAL WITHHOLD, FICA, M/CARE	FED/FICA TAX	5,250.66		6152209	5/18/21
FEDERAL WITHHOLD, FICA, M/CARE	FED/FICA TAX	6,835.91	12,086.57	6152216	6/02/21
FIRST MEDICAL INC	AMBULANCE SUPPLIES		1,084.99	43970	6/03/21
FIRST NATIONAL BANK OMAHA	CREDIT CARD		1,465.26	43971	6/03/21
FIRST NATIONAL BANK OMAHA	CREDIT CARD		564.21	43972	6/03/21
FIRST NATIONAL BANK OMAHA	CREDIT CARD		620.00	43973	6/03/21
FIRST NATIONAL BNK OMAHA	CREDIT CARD		725.03	43974	6/03/21
FIRST NATIONAL BANK CC	*****3469		500.95	43975	6/03/21
FRIENDS OF GRIMES LIBRARY	TIX KEEPER SOFTWARE		225.00	43976	6/03/21
FST NATIONAL BNK OF OMAHA	(5286)		514.00	43977	6/03/21
GALLS INC DBA CARPENTER UNIFOR	POLICE UNIFORM	294.91		43949	5/20/21
GALLS INC DBA CARPENTER UNIFOR	POLICE UNIFORM	208.00	502.91	43978	6/03/21
GLOBAL REACH INTERNET PRODUCTI	WEBSITE FEE		48.00	43979	6/03/21
GPRS	COLFAX WELL		900.00	43980	6/03/21
GREATER DSM BOTANICAL GARDEN	HOUSEHOLD/GRANDPARENT MBRSHIP		100.00	43981	6/03/21
HACH COMPANY	WATER SUPPLIES		668.49	43982	6/03/21
HEARTLAND COOP	FUEL		1,953.07	43983	6/03/21
HEWITTS SERVICE CENTER LTD	PARTS		12.49	43984	6/03/21
IOWA DEPT OF PUBLIC SAFETY	ONLINE WARRANTS & ARTICLES SYS		300.00	43985	6/03/21
IOWA FINANCE AUTHORITY	PRINCIPAL	46,425.50		6152221	6/01/21
IOWA FINANCE AUTHORITY	PRINCIPAL	180,090.00	226,515.50	6152222	6/01/21
IOWA LAW ENFORCEMENT ACADEMY	TRAINING		200.00	43986	6/03/21
IOWA OFFICE CLEANIN	JANITORIAL		2,357.60	43987	6/03/21
IOWA ONE CALL	UTILITY LOCATES		55.60	43988	6/03/21
IOWA PUMP WORKS INC	WASTE WATER PUMPS		35,769.91	43989	6/03/21
IOWA REGIONAL UTILITIES AS	WATER		83.90	43990	6/03/21
IOWA STORAGE TRAILER INC	TRAILER RENT		135.00	43991	6/03/21
IPERS	IPERS-POLICE	5,704.45		6152211	5/18/21
IPERS		289.18	5,993.63	6152219	5/18/21
IWI US, INC.	TAVOR X95		1,315.00	43992	6/03/21
J&K CONTRACTING, LLC	FINAL PAYMENT WATER/SEWER EXT		16,678.27	43950	5/20/21
JP PARTY RENTALS	INFLATABLE RENTALS		1,500.00	43993	6/03/21
KABEL BUSINESS SERVICES	CAFETERIA PLAN-MEDICAL PAYROLL	41.40		43994	6/03/21
KABEL BUSINESS SERVICES	CAFE-MEDICAL	317.31		6152212	5/18/21
KABEL BUSINESS SERVICES	CAFE-MEDICAL	317.31	676.02	6152217	6/02/21
KEYSTONE LABORATORIES INC	STATE REQUIRED LAB TESTS		2,133.80	43995	6/03/21

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MEDIACOM	STATIC IP FEE		13.81	43996	6/03/21
MENARDS - ALTOONA	SUPPLIES		1,970.25	43997	6/03/21
MIDAMERICAN ENERGY	GAS/ELECTRIC SERVICE		5,652.28	43998	6/03/21
MMIT BUSINESS SOLUTIONS	COMPUTER SUPPORT		660.00	43951	5/20/21
MSA PROFESSIONAL SERVICES	PHASE 1		10,780.31	43999	6/03/21
	Multiple Projects	5,202.97			
MUNICIPAL SUPPLY INC	PARTS		3,888.00	44000	6/03/21
NEWTON DAILY NEWS	MINUTES 5.12.21		922.49	44001	6/03/21
PAYLESS OFFICE PRODUCTS INC	OFFICE SUPPLIES		92.70	44002	6/03/21
PORTER HARDWARE	GRASSHOPPER PARTS		1,393.09	44003	6/03/21
PRAIRIE CITY GARDEN CLUB	FLOWERS GARD SQ/LIBRARY		293.22	44004	6/03/21
PRAXAIR DISTRIBUTION INC	AMBULANCE SUPPLIES		236.93	44005	6/03/21
RACOM CORPORATION	BEON ACCESS		29.70	44006	6/03/21
REW SERVICES CORP	ASBESTOS REMEDIATION		5,229.00	44007	6/03/21
SCIENCE CENTER OF IOWA	SUMMER READING PROGRAM		250.00	44008	6/03/21
SHRED-IT USA LLC	DOCUMENT SHREDDING		171.96	44009	6/03/21
SNELLER PLBG, HTG, & ELECTRIC	URINAL REPAIR	79.99		43952	5/20/21
SNELLER PLBG, HTG, & ELECTRIC		145.09	225.08	44010	6/03/21
TREASURER STATE OF IOWA	STATE TAXES		1,666.00	6152210	5/18/21
TREAS IOWA - SALES TAX	MONTHLY SALES TAX		285.00	6152213	5/19/21
TRUCK EQUIPMENT INC	SNOW PARTS		113.40	44011	6/03/21
US POST OFFICE	IMPRINT/STAMPS		298.40	43915	5/08/21
EMILY VOELLER	MILEAGE REIMBURSEMENT		45.16	44012	6/03/21
WASTE MANAGEMENT OF IOWA	CONTRACT	1,016.58		43953	5/20/21
WASTE MANAGEMENT OF IOWA	CONTRACT	7,857.25	8,873.83	44013	6/03/21
WASTE SOLUTIONS OF IOWA	PORTABLE RESTROOM		115.00	44014	6/03/21
WELLMARK BC/BS OF IOWA	HEALTH INSURANCE PREMIUM		6,951.67	6152215	5/27/21
Accounts Payable Total			384,713.97		

## Utility Refund Checks

## Refund Checks Total

## Payroll Checks

001	GENERAL	11,137.39
110	ROAD USE	1,142.52
600	WATER	1,840.99
610	SEWER	2,590.64
670	SANITATION	64.39
Total Paid On: 5/04/21		16,775.93
001	GENERAL	11,250.05
110	ROAD USE	1,222.43
600	WATER	2,004.18
610	SEWER	2,705.53
670	SANITATION	66.55
Total Paid On: 5/18/21		17,248.74

FUND NAME	DEPOSIT AMOUNT
Total Payroll Paid	34,024.67
Report Total	418,738.64

**CLAIMS REPORT**  
**CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	93,701.86
110	ROAD USE	13,217.20
112	TRUST&AGENCY LEVIES	4,795.48
200	DEBT SERVICE	226,515.50
600	WATER	49,137.85
610	SEWER	22,227.16
670	SANITATION	9,143.59
-----		
	TOTAL FUNDS	418,738.64

## First National Bank Credit Card

MAY

<u>Vendor#</u>	<u>Card#</u>	<u>Name</u>		<u>Detail</u>	<u>Amount</u>
926	8093	Emily Voeller	Ambulance	Supplies	\$ 333.47
926	8093	Emily Voeller	City	Computer	\$ 377.28
926	8093	Emily Voeller	City	Office Supplies	\$ 14.65
926	8093	Emily Voeller	Parks	Equipment	\$ 163.13
926	8093	Emily Voeller	All Departments	Verizon	\$ 576.73
					<u>\$ 1,465.26</u>
927	9798	Sue Ponder	Library	DVD	\$ 13.87
927	9798	Sue Ponder	Library	Postage	\$ 199.68
927	9798	Sue Ponder	Library	Office Supplies	\$ 7.44
927	9798	Sue Ponder	Library	Books	\$ 253.60
927	9798	Sue Ponder	Library	Programs	\$ 24.62
927	9798	Sue Ponder	Library	Maintenance	\$ 65.00
					<u>\$ 564.21</u>
1048	9652	Mike German	Police	Equipment	\$ 465.04
1048	9652	Mike German	Police	Uniforms	\$ 259.99
					<u>\$ 725.03</u>
3469	3469	Jake Nolin	Parks	Trees	\$ 500.95
					<u>\$ 500.95</u>
928	0042	Carl Van Der Kamp	Water	Permit Fee	\$ 120.00
928	0042	Carl Van Der Kamp	Parks	Trees	\$ 500.00
					<u>\$ 620.00</u>
1039	5286	Jodie Wyman	City	Background Check	\$ 15.00
1039	5286	Jodie Wyman	Police	SAMS Membership - Grants	\$ 499.00
					<u>\$ 514.00</u>
Total					<u><u>\$ 4,389.45</u></u>

FY 2020-2021 IPAIT Transfers

Recreation	001-440-6320	\$	3,200.00	Transfer to IPAIT for Bat Boxes & Shelves
Parks	001-430-6310	\$	7,662.78	Transfer to IPAIT for Windows & Gutters
Parks	001-430-6311	\$	3,727.23	Transfer to IPAIT for Windows & Gutters
Parks	001-430-6599	\$	879.99	Transfer to IPAIT for Windows & Gutters
Parks	170-910-4830	\$	15,470.00	
Police IPAIT Trust	173-110-4830	\$	825.00	Transfer to Equipment Revolving - GUNS
Police Equipment Revolving - Gun	002-910-4830	\$	825.00	Transfer to Equipment Revolving - GUNS
			<u>\$ 32,590.00</u>	
Streets - Sidewalk Maintenance	001-210-6398	\$	24,800.00	Transfer to Equipment Revolving (Projects)
Road Use - St Repair/Seal Coat	110-210-6413	\$	40,000.00	Transfer to Equipment Revolving (Projects)
Road Use - Street Sweeping	110-210-6499	\$	1,500.00	Transfer to Equipment Revolving (Projects)
Road Use - Signs Posts Etc	110-210-6509	\$	2,432.25	Transfer to Equipment Revolving (Projects)
Road Use - Street Construction/Concrete	110-210-6598	\$	3,175.25	Transfer to Equipment Revolving (Projects)
Streets/Sidewalk Projects	002-910-4830	\$	71,907.50	Transfer to Equipment Revolving (Projects)
Ambulance - Donations	001-160-4705		38250.53	Transfer to Ambulance IPAIT
Ambulance - IPAIT	169-910-4830		38250.53	Transfer to Ambulance IPAIT

**RESOLUTION NO. 6-09-21-1**

**RESOLUTION APPROVING BILLS AND TRANSFERS**

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 bills submitted to the Council June 9, 2021, as well as transfers submitted to Prairie City Council June 9, 2021.

Approved and adopted this 9<sup>th</sup> day of June, 2021.

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Chad Alleger, Mayor

ATTEST:

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Jodie Wyman, City Clerk



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

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## Memorandum

**TO:** Honorable Mayor and Council of Prairie City  
**FROM:** Emily Voeller, Deputy Clerk  
**DATE:** June 1, 2021  
**SUBJ:** Building Permits

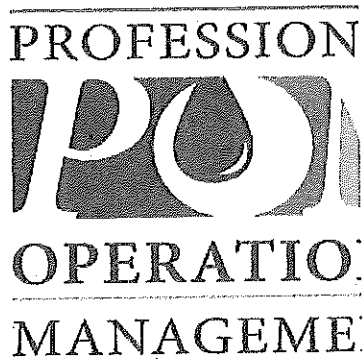
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**May 2021**

### BUILDING PERMITS

Jerry Stephens	301 W Ashtyn	Garage
Brian Bouwkamp/JBB LLC	406 W Second	Office Building
Brent & Stacy Fridley	503 S Haley	Single Family Home
Richard Conoan	200 W Jefferson	Fence
Maverick McAtee	402 E Fifth	Fence
Morgan Donovan	301 N Dewey	Fence

### TRADE PERMITS



1899 N. 35th Ave. W.  
Newton, IA 50208  
Office: 641-792-0359  
Rhonda Cell: 641-521-0741  
Alan Cell: 641-521-7171  
Sarah Cell: 641-521-7685  
Fax: 641-791-5202  
E-mail: [guypom@pcpartner.net](mailto:guypom@pcpartner.net)

## **Prairie City Water/Wastewater Proposal Back Up Operations**

Professional Operations Management (Rhonda Guy, Alan Guy, Sarah Guy) would:

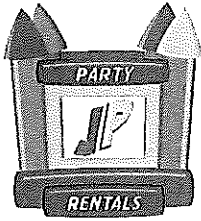
- 1) Maintain IDNR Permit – Water / Sewer (in back up mode)  
Sampling as needed for Permits
- 2) Daily Operations as reviewed with City Operator  
  
Monitor and maintain equipment at the plant. Maintenance schedules followed per instructions from Current operator.  
  
On site visits as needed to perform tasks on behalf of City.
- 3) Follow up reports to the City Council reviewing time covered by POM.

### Fee Schedule:

Base Fee = \$45.00/Hour Daily routine approx. 5 Hours (\$225.00/day)  
**(Daily 4 Hours onsite + 1 Hr Travel)**

Other = Any City requested trips back to town after a regular trip has already taken place.

**Cost \$45.00 / hour.** (Emergencies that require on site presence beyond the scope of routine daily activities)



**JP Party Rentals**  
**Customer Pick-Up Address:**  
2401 SE Tones Dr Ste 7  
Ankeny, IA 50021  
Phone: 515-444-2302

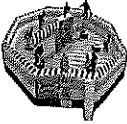
**Invoice:** 7945055  
**Order Date:** 6/3/2021

Event Location

**Prairie City**  
**Christy Lindsay**  
100 E Jefferson St  
Prairie City, IA 50228  
Cell: (515) 210-0084

**Start Date:** 7/31/2021 3:00pm  
**End Date:** 7/31/2021 10:00pm  
**Delivery:** Delivery

**Surface:** Pavement

Name	Qty	Total
 Toxic Meltdown	1	\$1,500.00

Rentals subtotal		\$1,500.00
Sales Tax	Exempt 0%	\$0.00
<b>Total</b>		<b>\$1,500.00</b>
Deposit Due		\$750.00
Amount Paid		\$0.00
Balance Due		\$1,500.00

## TERMS AND CONDITIONS

NOTE: Driver pick-up time is approximate. Driver may arrive as early as 9 am to pick up the equipment.

Customer is responsible for, and required to stay with all the equipment until it is picked up by our representative, or other arrangements have been made.

**1. Safety/Operating Instructions:** In addition to the information set forth in this agreement, the customer acknowledges that there is safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that JP Party Rentals has not agreed to nor have they provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s), will turn off automatic lawn watering systems and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation. Customer also agrees that no one shall use or operate the Equipment while under the influence of alcohol, drugs or any other "intoxicating" substance.

**2. General Release/indemnity/hold harmless:**

I, the undersigned, understand and acknowledge that play on an inflatable amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless JP Party Rentals from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should JP Party Rentals or anyone acting on behalf of JP Party Rentals be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold JP Party Rentals harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against JP Party Rentals, it is agreed to do so solely in the State of Iowa I agree that if any portion of this agreement is found to be void or unenforceable. The remaining portions shall remain in full force and effect. In consideration of being permitted by JP Party Rentals to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless JP Party Rentals from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. A set of Rules and Direction either are displayed on the bounce house/unit or have been provided to the undersigned, which I agree to follow and utilize at all times during operation and use of the unit.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS AND THE RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

**ADDITIONAL TERMS AND CONDITIONS**

In consideration of the hiring of that certain Rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

**3. Identity of parties:** For the purposes of this Rental Agreement, "JP Party Rentals" shall mean JP Party Rentals, its owners, officers, directors, shareholders, employees, contractors, and agents, and "Customer" shall mean the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

**4. Equipment, Rent, Payment, and Term of Rental Agreement:** Customer rents from JP Party Rentals certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by JP Party Rentals. If the Equipment is delivered by JP Party Rentals and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes. All prices are for time out on rental whether used or not.

**5. Returned Check policy:** In the event that a check is returned to JP Party Rentals for insufficient funds customer agrees to pay the total rental price as well as an additional \$35.00 fee to JP Party Rentals in cash immediately upon notice.

**6. Weather:** JP Party Rentals cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that the inflatable equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightening. In the event of severe weather during a rental, customer agrees that he /she/they will unplug and secure the blower in a safe and dry location, allow the inflatable to deflate, and not use the inflatable until the severe weather ends. Rain dates are subject to availability of equipment and will be scheduled within a 12 month period, with any funds already paid applied as rental credit for rescheduled event.

**7. Delivery:** JP Party Rentals shall deliver the Rental Equipment to address specified by Customer as listed on the invoice page of this Agreement. Customer grants to JP Party Rentals true right to enter said property for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified

times.

**8. Receipt/inspection of Rental Equipment:** Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

**9. Possession/Title:** Customer's right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by JP Party Rentals. Retention of possession or any failure to permit the pick up of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to JP Party Rentals the full replacement value for such Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by JP Party Rentals. Title to the rental items is and shall remain in JP Party Rentals. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of JP Party Rentals' delivery of the items, until JP Party Rentals picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, JP Party Rentals may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold JP Party Rentals harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify JP Party Rentals immediately.

**10. Care of the Rental Equipment:** Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable, and proper use of the rental equipment. Customer shall be liable to JP Party Rentals for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment on the invoice page of this Agreement. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non-approved food, paint, silly string (see Paragraph 12), mud, clay, or other materials.

**11. Equipment Problems:** Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating Instructions. Customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully re-inflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call our office at 515-988-7604 or 515-710-1926.

**12. Specific Rules and Instructions for the inflatable equipment:** The following rules and warnings must be obeyed in the use of inflatable equipment: A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and Customer acknowledges that if the inflatable is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by JP Party Rentals and shall be immediately due and payable by Customer D) WARNING - extra caution and supervision are required for children ages three (3) and under, E) WARNING - It is unsafe to stay in inflatable if winds exceed 15 miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate. F) WARNING - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time. G) Do not move the inflatable from the location where set-up. H) If the inflatable unit moves, pull corner(s) back to their original location(s) and re-secure; for other questions regarding the safe installation of equipment, please call our office at 515-988-7604 or 515-710-1926. I) Do not let the inflatable unit rub up against any surface.

**13. Limited Warranty:** JP Party Rentals warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. JP Party Rentals' sole and exclusive obligation under this warranty is limited to repair or replacement of the rental equipment when JP Party Rentals determines that it does not conform to this warranty. JP Party Rentals makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. JP Party Rentals shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. JP Party Rentals shall not be responsible for any defect or failure unknown to JP Party Rentals at the time of delivery.

**14. Cancellation Policy:** In case of cancellation, JP Party Rentals will keep the deposit but customer may apply it to a future rental within a 12 month period.

**15. Compliance with Laws:** Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose, in any illegal manner, or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parishes, state, federal, or other governmental or quasi-governmental laws, ordinances and/or regulations that may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for

obtaining any all permits and/or licenses from the appropriate government agencies prior to use.

**16. Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

**17. Customer Acknowledgment:** Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

**18. Severability:** If any of the terms or conditions of this Agreement is found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

**19. Entire Agreement:** This Agreement constitutes the full agreement between JP Party Rentals and Customer. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

**RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT** The following rules detail safe operational guidelines for the inflatable equipment you are leasing from JP Party Rentals. To ensure safe operation of the inflatable, it is in your best interests to have these rules read aloud by a company representative. Further, you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from JP Party Rentals before you begin use of the equipment.

**Supervision:** The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the lessee of this inflatable unit, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride, and be free from any intoxicating substances. In the event that event staffing by JP Party Rentals has been contracted and paid for by customer, responsibility and expectations for supervision of all equipment and activities will be transferred to JP Party Rentals. Event Staffing must be requested at time of event booking, included in initial invoice, and availability agreed upon by JP Party Rentals management.

**Age Groups:** Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable unit at the same time:

**BOUNCER & SLIDE COMBOS**

CHILDREN UP TO AGE 6: 10-12

CHILDREN AGES 7 – 11: 7-9

CHILDREN AGES 12 – 15: 4-6

PERSONS OVER 15 AND ADULTS are only allowed To retrieve or assist a younger child in exiting the inflatable

**Shoes/Glasses/Jewelry:** All riders MUST REMOVE SHOES, GLASSES, and ALL LOOSE JEWELRY before playing in the inflatable.

**Pre-existing Health Conditions:** Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps, or bouncing are not permitted in or on the inflatable unit at any time.

**Installation:** Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. Keep the inflatable unit away from swimming pools and other sources of water at all times. Be sure to turn off any automatic lawn watering systems for the entire duration of your rental.

**Inclement Weather:** Once there is a threat of inclement weather, including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightning is present), children should immediately exit the inflatable. The blower should thereafter be switched off and removed to a safe, dry location, and the unit allowed to deflate and covered with the tarp provided.

**Deflation:** Should the unit begin to deflate, do the following: First, have all children exit the unit immediately. Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. Never allow riders in or on a partially inflated unit.

**Alterations:** No alteration in or attachments to the inflatable unit are allowed, period.

**General Misuse:** Do not allow riders to play or climb on walls, sides, or roof of inflatable. Do not allow the inflatable rub up against any surface. Unless previously authorized by JP Party Rentals, never place a water hose or water in general onto the inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return. Inflatable should not be wet when riders enter the unit.

**Negligence or Abuse:** The following fees may be assessed for negligence or abuse of inflatable

1. Spilled food, drink or the use of Silly String could result in a \$100-\$500 Cleaning Fee.
2. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.
3. If unit is not repairable, a fee equal to the replacement value of the inflatable unit or other equipment will be charged. (\$1,500-\$15,000)

#### **SHOULD THE INFLATABLE BOUNCE BEGIN TO DEFLATE OR ANY OTHER EMERGENCIES:**

Emergencies can arise for various reasons. The following are a few examples of emergencies and how they should be handled. This is strictly a guide. Please use common sense when an emergency occurs.

**Loss of Electrical Power:** When a loss of power occurs, the inflatable will slowly start to deflate.

**Remain Calm!** You will have sufficient time to help the riders to quickly and safely exit the inflatable bounce. This situation tends to cause panic . . . unless the operator stays calm and relaxed. Talk calmly to those inside telling them not to panic

while you are helping them walk out.

Check to see if the blowers have come unplugged or the cords are unplugged from the outlet. If so, plug them back in and the inflatable bounce will re-inflate. Do not leave the inflatable bounce unattended to check on any problem. Empty the ride and then address the issue.

If the inflatable bounce deflates and entrance is not found, please advise the children not to panic, to find the square on the roof, push it out and exit the inflatable bounce.

Weather: Bad weather can arrive in the form of rain, lightning or strong wind. In each case, you want to evacuate the inflatable bounce as quickly and safely as possible.

Remain Calm! If you panic, your riders may also panic. Stay calm and stay focused on your job, which is to help your riders exit the inflatable bounce quickly, but in an orderly fashion. After everyone has exited the inflatable bounce, deflate the inflatable bounce by turning off the blower and moving them to a dry location.

Should you have any questions regarding approaching storms and what to do with the inflatable bounce, Please call Jordan Henry or Paul VanCleave, your JP Party Rentals representatives, at 515-988-7604 or 515-710-1926.

Damage: If the inflatable bounce becomes damaged while in your operation, take the following steps.

If the inflatable bounce ripped or otherwise begins to lose air, assist all riders from the inflatable bounce and deflate it. Write down what happened, when, and any other details you observed and turn this report in to JP Party Rentals.

Should the inflatable bounce deflate, or if you experienced any other problems with the equipment, please call Jordan Henry or Paul VanCleave, your JP Party Rentals representatives, at 515-988-7604 or 515-710-1926. Before allowing or engaging in further use of the inflatable bounce.

**Do not leave the inflatable bounce unattended.**

**Lessor (JP Party Rentals) will:**

1. Provide the necessary staff to facilitate your event and power cords to reach up to 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

**Lessor will:**

1. Provide the necessary staff to facilitate your event and power cords to reach a minimum of 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

**Lessee will:**

1. Provide 0 110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.

**I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.**

64.237.19.222 on 6/3/2021

6/3/2021

Signature

Date

Jodie Wyman

Printed Name

**Instructions on the reverse side**

For period (MM/DD/YYYY) 1/1/2021 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade Name/DBA Kand A Inc / Prairie City Foods  
Physical Location Address 120 E. St. Charles St City Prairie City ZIP 50228  
Mailing Address P.O. Box 570 City Prairie City State IA ZIP 50228  
Business Phone Number 515-991-2436

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Prairie City Foods  
Mailing Address P.O. Box 570 City Prairie City State IA ZIP 50228  
Phone Number 515-991-2436 Fax Number \_\_\_\_\_ Email SNide1962@aol.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐ \_\_\_\_\_

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Michael Schneider Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date 5/30/2021 Date \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \_\_\_\_\_
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: \_\_\_\_\_
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

Iowa Department of  
**REVENUE**

July - June  
- 12/30/22

PRAIRIE CITY  
203 E. JEFFERSON ST  
PRAIRIE CITY, IA 50228

**Iowa Retail Permit Application**  
**Cigarette/Tobacco/Nicotine/Vapor**

<https://tax.iowa.gov>

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022 22092

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade Name/DBA DOLLAR GENERAL STORE # 22092 \$ 15

Physical Location Address 1102 POPLAR AVE City PRAIRIE CITY ZIP 50228

Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072

Business Phone Number 5159948010

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP DOLGENCORP, LLC

Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072

Phone Number 615-855-4000 Fax Number 877-364-4130 Email tax-beerandwinelicense@dollargeneral.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☒ Retail - General Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Kelly Harper

Signature Kelly Harper

Date 5/18/21

Vendor #370469 ✓

Name (p) Invoice #202222092TOBCITY36 ✓

Signature Batch #20930 ✓ \$ 75.00

Date

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE**

- Fill in the amount paid for the permit: \_\_\_\_\_
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: \_\_\_\_\_
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**RECEIVED MAY 13 2021**

June 3, 2021

Jodie Wyman  
City Clerk  
203 E Jefferson  
Prairie City, IA 50228-0607

Subject: Five Year Agreement with City of Prairie City for Maintenance and Repair of Primary Roads  
in Municipalities

Dear Jodie,

Enclosed is a copy of the proposed the five year Agreement for Maintenance and Repair of Primary Roads in Municipalities. This agreement is for state routes within the corporate limits of Prairie City and will be effective for the period beginning July 1, 2021 and ending June 30, 2026.

This agreement is in accordance with the Iowa Code and reiterates the maintenance and repair responsibilities of the Department of Transportation and the municipality.

Please sign and return a scanned copy by *email* or an original copy by *mail*. If mailing, please return to the District office. That address is:

Iowa DOT District 1  
5 Year Maintenance Agreements c/o Cheryl Parrish  
1020 S. 4<sup>th</sup> Street  
Ames, IA 50010

A scanned copy will be emailed for your records. A paper copy can be mailed upon request.  
If you have any questions, please contact me at 515-239-1039 or [john.narigon@iowadot.us](mailto:john.narigon@iowadot.us).

Sincerely,



John Narigon, P.E.  
District 1 South Area Engineer

Enclosure

cc: Bob Ellis, IA DOT, District 1 Maintenance  
Allison Smyth, P.E. IA DOT, District 1 ADE  
Cheryl Parrish, IA DOT, District 1 Office  
File



## Iowa Department of Transportation

### Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Prairie City, Jasper County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

#### AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 -- Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

#### I. The Department shall maintain and repair:

- A. Freeways (functionally classified and constructed)
  - 1. Maintain highway features including ramps and repairs to bridges.
  - 2. Provide bridge inspection.
  - 3. Highway lighting.
- B. Primary Highways -- Urban Cross-Section (curbed) (See Sec. II.A)
  - 1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
  - 2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
  - 3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
  - 4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
  - 5. Vehicular Bridges: Structural maintenance and painting as necessary.
  - 6. Provide bridge inspection.
- C. Primary Highways -- Rural Cross-Section (uncurbed) (See II.B)
  - 1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.
- D. City Streets Crossing Freeway Rights of Way (See II.C)
  - 1. Roadsides within the limits of the freeway fence.
  - 2. Surface drainage of right of way.
  - 3. Traffic signs and pavement markings required for freeway operation.
  - 4. Guardrail at piers and bridge approaches.
  - 5. Bridges including deck repair, structural repair, berm slope protection and painting.
  - 6. Pavement expansion relief joints and leveling of bridge approach panels.

#### II. The Municipality shall maintain and repair:

- A. Primary Highways -- Urban Cross-Section (curbed) (See Sec. I.B)
  - 1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
  - 2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
  - 3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.
  - 4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.

5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
  - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
  - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
  - D. To comply with the current Utility Accommodation Policy of the Department.
  - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026.

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

Prairie City  
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

BY \_\_\_\_\_  
District Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_

# SCHEMMER

*Design with Purpose. Build with Confidence.*

03/10/2021

Mr. John Lloyd  
City Administrator, City of Prairie City, Iowa  
203 East Jefferson Street  
P.O. Box 607  
Prairie City, IA 50228  
RE: Functional & Conditional Facility Assessment of City Properties

Dear Mr. Lloyd:

We are pleased to submit this Agreement for professional services for the referenced Project.

## **Initial Project Information**

Multiple city properties that are critical to everyday operations for the City of Prairie City need critical analysis. There are known conditional problems for certain buildings, along with space utilization issues.

Buildings to be analyzed:

- West Site:
  - o Vehicle Garage (approx. 2,200 SF)
  - o Old PCM Clothes Closet building
- Water Tower Site:
  - o Shop (approx. 2,250 SF)
- City Administration
  - o City Hall (approx. 3,328 SF)

## **Scope of Services**

Conduct a facility conditional assessment of readily observable major building systems as follows:

- Exterior Enclosure (Exterior Walls, Windows and Doors)
- Roofing
- Heating, Ventilating and Air Conditioning (HVAC)
- Plumbing
- Electrical Service
- Building Lighting and Fire Alarm

Document the condition of each system, cite observed deficiencies, provide a recommendation regarding those deficiencies, and prepare an estimate of cost to correct (repair or replace).

Conduct a facility functional assessment, to further understand the following:

- Total Net Square Footage of all buildings
- Utilized Square Footage in each space, according to use
- Overall Utilization Percentages per building and for entire study
- Projected Future Square Footage needs (if applicable)

## Not Included in Scope of Services

The following services would be outside of the Scope of Work and would be captured in separate efforts:

- Interior renovation design
- Exterior renovation design
- Design work to address the identified deficiencies in the assessment results
- Design work to address the identified future needs in the assessment results

## Owner's Responsibility

The Owner shall provide full information for the Project including design objectives, special requirements, access to the project site, documentation of existing conditions and the budget limitations.

The Owner's designated representative is Mayor Chad Alleger, who will act on the Owner's behalf with respect to the project. This representative shall be capable of rendering decisions pertaining to the project.

## Schedule

As soon as practical after execution of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services.

## Compensation

The services noted above in Scope of Services shall be performed for a lump sum of nine thousand five hundred dollars (\$9,500.00), plus reimbursable expenses budgeted of two hundred dollars (\$200.00).

The reimbursable expenses include printing for in-house A/E use, phone/fax charges, mileage, reproduction, and shipping of submittals.

For services requested by the Owner and not contemplated by this agreement, Schemmer will prepare and present to the Owner a request for additional compensation, and provide such services once authorized by the Owner.

If this Agreement and the attached General Conditions meet with your approval, please sign both copies and return one copy for our files. The executed Agreement will serve as our notice to proceed.

Thank you for this opportunity to be of service. We look forward to working with you on this project.

Sincerely,

THE SCHEMMER ASSOCIATES INC.  
ARCHITECTS | ENGINEERS

Shane Larsen  
Principal

ACCEPTED: John Lloyd

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are instruments of its services in respect to this project. They are not intended or represented to be suitable for reuse on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by The Schemmer Associates Inc. shall be at the user's sole risk and without liability or legal exposure to The Schemmer Associates Inc., and the other party to this Agreement shall indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle The Schemmer Associates Inc. to further compensation.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid compensation for services performed to termination date, including reimbursable expenses then due.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the payment shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%).
7. **DELINQUENT PAYMENTS.** (a) Delinquent Progress Payments: It is understood and agreed that should any progress payment hereunder remain due and unpaid for a period of 60 days after invoice, that all services on the part of The Schemmer Associates Inc. will cease and will not resume until all amounts owing for services rendered have been paid in full. Cessation shall not constitute a breach of The Schemmer Associates Inc.'s duties under this agreement, or an election of remedies, and The Schemmer Associates Inc. shall be fully indemnified for any liability or damages thereby caused. (b) Legal Action: No account will be held by The Schemmer Associates Inc. more than 90 days after their invoice. At the end of 90 days all such accounts will be referred for appropriate legal action. (c) Mechanics Liens: Unless specific arrangements for delayed payments have been made, by written agreement, all mechanics lien rights available to The Schemmer Associates Inc. will be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be imposed shall be invoiced as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Schemmer Associates Inc. shall be indemnified and held harmless against all claims related to hazardous materials.

**10. NOTICE OF LIMITATION OF AGENTS' AUTHORITY.**

It is understood and acknowledged that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this agreement in any particular, except by writing, expressly limiting the application of the terms of this Agreement.

**11. INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.**

The Schemmer Associates shall not knowingly take any action called for by this agreement or arising from the course of this project which shall cause loss of the The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.

**12. LIMITATION OF LIABILITY.**

To the fullest extent permitted by law, the Client agrees to limit The Schemmer Associates Inc.'s liability for the Client's damages to the sum of \$50,000 or The Schemmer Associates Inc.'s fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**13. COMPUTER AIDED DESIGN/DRAFTING (CADD).**

CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.

13.1. Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., the Owner agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, the Owner will indemnify and save harmless The Schemmer Associates Inc. for any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic media files or output generated from them. The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that have been or will be submitted, and that such accuracy is defined as the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same locality. The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.

13.2. The electronic files are submitted to the client for a 30-day acceptance period. During this period, the client may review and examine these files. Any errors detected during this time will be corrected by The Schemmer Associates Inc. as part of the basic agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at the standard cost plus terms and conditions. The Schemmer Associates Inc. is not required to maintain copies of the electronic files beyond the acceptance period after delivery of the files.

13.3. The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.

13.4. Any use or reuse of altered files by the Owner or others without written authorization or CADD adaptation by The Schemmer Associates Inc. for the specific purpose intended will be at the Owner's risk and full legal responsibility. Furthermore, the Owner will, to the fullest extent permitted by law, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from such use. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of this agreement.

**14. GEOTECHNICAL MATERIALS TESTING SERVICE.**

In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.



**City of Prairie City, IA**

**CLIENT LIAISON:**

Andrew Inhelder, PE  
Phone: 515-635-3403  
ainhelder@msa-ps.com

**DATE:**

June 2, 2021

**PROJECT UPDATE**

MSA is currently working on the projects listed below in Prairie City. Below is a summary of each project as well as a status update on the individual tasks within each project.

**TASK ORDER #9 – 2020 GENERAL ENGINEERING SERVICES**

Based on discussions with the City, there is a desire to have MSA provide general engineering services on a time and expense basis with a not to exceed number. This agreement would be for any minor engineering related services that come in front of the City that MSA would assist with. Such as, but not limited to, site plan reviews, cost estimating, utility mapping, engineering reviews, and other general engineering services that are authorized through written communication with the City. Any larger projects that come to light would be approached with a separate task order as done in the past.

**IN PROGRESS**

**Prairie Point Plat 1**

- April 6, 2021
  - Met with developer to discuss plan for this development at the southeast corner of 2<sup>nd</sup> Street & State Street.
  - Developer is going to revise plan and submit electronic copies for review by City.
  - MSA reviewed preliminary plat and recommend denying application as it does not meet current zoning code.
- April 14, 2021
  - MSA recommends applicant submit request for Planned Development per Code section 165.20. (See attached memo)

**Sidewalk Installation along west side of State Street between South St & Plainsmen Rd**

- MSA reviewed preliminary routes along with opinions of conceptual cost associated. (See additional information)
- Reviewing Transportation Alternatives Program (TAP) for Safe Routes to School funding to see if this is a potentially fundable project.
  - Applications are due October 1<sup>st</sup>.
    - Substantial effort would be needed from School for grant.
  - Split 80% funded with a 20% local match.
  - May be a challenge to be competitive with this grant since project size is rather small comparatively.

**Wellhead Review & Mapping**

- MSA reviewed & discussed with City Staff the development SE of wellheads along with past plans of water transmission main.
- GPRS was hired to provide locating services of water main through future development. Mapping was added to City GIS maps along with paper maps created.

## PROJECT UPDATE

---

### TASK ORDER #10 – STORMWATER STUDY

It is our understanding that the City would like to make improvements to the stormwater flow in the northern portion of town. MSA Professional Services, Inc. shall provide the following services in accordance with the completion of the above project: MSA will create an overall stormwater model based on 10-year storm flow to identify potential problem areas within the northern part of town. After creation of the overall exhibit, we will walk the area with City Staff to identify additional/problematic areas. MSA will then fine tune the stormwater model to better represent on the ground conditions in several problem areas, such as identifying blocked culverts & intakes which will lead to recommendations for possible improvements.

#### ONGOING TASKS

- Flush targeted storm lines to identify connectivity. This work will be completed pending City Staff availability during dry weather.

#### NEXT STEPS

- Identify possible improvement projects along with phasing
- Revise improvement projects as necessary.
- Present to City Council.

### PHASE 1 WATER SYSTEM IMPROVEMENTS CONSTRUCTION RELATED SERVICES

This is for construction related services regarding the Phase 1 Water system improvement project including bidding, construction staking, construction administration, and construction observation.

#### RECENTLY COMPLETED STEPS

- Project sent out to contractors for bidding.

#### ONGOING STEPS

- Bidding project.
- Bid opening on June 3, 2021 at 2:00PM

#### NEXT STEPS

- Council to review bids and potentially award at June 9 council meeting.
- Upon award, contractor contracting begins (typically takes 30 days)
- Potential approval of contract at July 14 council meeting.
- Contractor begin construction after pre-construction meeting held in Mid-July.
- Substantial completion date is May 16, 2022

## PROJECT UPDATE

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### TASK ORDER #15 – MARSHALL STREET RECONSTRUCTION CONSTRUCTION RELATED SERVICES

This is for construction related services regarding the Marshall Street reconstruction project including, construction staking, construction administration, and construction observation.

#### RECENTLY COMPLETED STEPS

- MSA to present plan to Council March 10<sup>th</sup>.
- Water main replacement added to project.
- Permitting approval from DNR received March 29, 2021.

#### ONGOING STEPS

- Setting date to bid at the April 14<sup>th</sup> meeting with approval of Council and potential award at the May 12<sup>th</sup> Council Meeting.
- MidAmerican relocating power poles and installing transformer on park side. Anticipated completion June 4<sup>th</sup>, 2021.

#### NEXT STEPS

- Review bids and potentially award contract. Contracting typically takes 30 days.
- Council to review construction contract at June 9<sup>th</sup> Council meeting.
- Construction to begin mid-June after pre-construction meeting is held.
- Substantial completion is 80 calendar days from start date.
- Construction phase services will be completed under a separate future task order.

**PROJECT UPDATE**

---

**TASK ORDER #14 – COMMERCE DRIVE LIFT STATION REVIEW 2021**

It is our understanding the City would like to make improvements to the duplex submersible pump sanitary sewer lift station located at the northeast corner of the intersection of Commerce Drive & McMurray Street. This lift station has been experiencing high water warnings meaning the existing pumps are likely not able to keep up with flow that the lift station is receiving.

The City has requested MSA Professional Services, Inc. (MSA) to evaluate the existing flow to the lift station as well as the proposed flow under a fully developed future condition. Project is to identify up to two possible improvements to the lift station to accommodate potential future development.

Under a separate task order, MSA will perform design services, if desired, for the City's chosen recommended improvement using information from this task order, whether that be upgrading the existing lift station pumps or replacing the entire lift station.

**RECENTLY COMPLETED STEPS**

- MSA met with City Staff on March 30, 2021 to discuss review of existing conditions. Refer to attached memo for more information.
- Attended meeting on May 18<sup>th</sup>, 2021 with City Staff and Car wash to determine sand pit cleaning schedule. Sand pit had been cleaned prior to our meeting. Car wash had said the secondary tank was full of sand and had been overflowing into their service. They are having their service cleaned.
- City Staff would like to clean the Lift Station at relatively the same time as the car wash cleans their service in order to start fresh. Car wash said they would do a better job monitoring the secondary tanks and clean as needed.

**ONGOING STEPS**

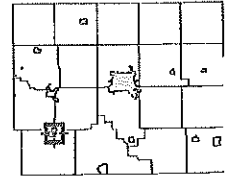
- Waiting for another month (May) of data after impeller replacements and sand cleaning.

**NEXT STEPS**

- Resume reviewing lift station and projecting for future developments
- Review future conditions for planned developments and identify design year for sizing after getting baseline for current run times in April set.
- Identify potential costs and recommendation
- Present to Council.



#### Overview



#### Legend

-  Parcels
-  Corporate Limits
-  Political Township
- Roads**
  -  Local
  -  Primary Highway
  -  Secondary Highway
  -  Other

#### Jasper County Data Disclaimer

##### Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 4/29/2021

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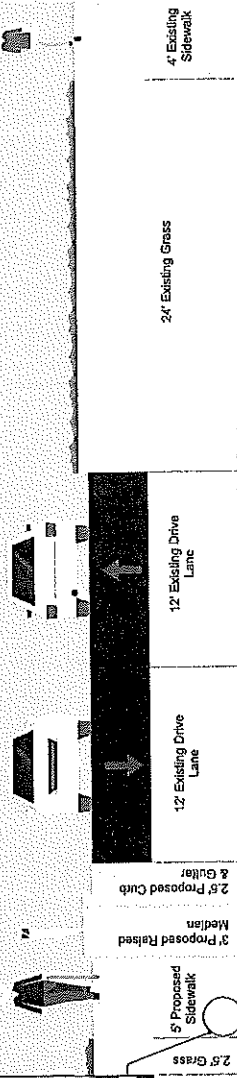
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GEOSPATIAL

# State Street (Looking North)

## OPTION #1

66' ROW

Temporary Easements will most likely be required for Grading & Storm Installation



Proposed Storm

Made with Streetmix

**OPINION OF PROBABLE PROJECT COST**

**OPTION #1 - SIDEWALK NEAR ROAD  
PRAIRIE CITY, IOWA**

**SIDEWALK INSTALLATION FROM SOUTH ST TO PLAINSMEN RD ALONG WEST SIDE OF STATE ST**

*Estimate Year: 2021*

*Construction Year: 2021*

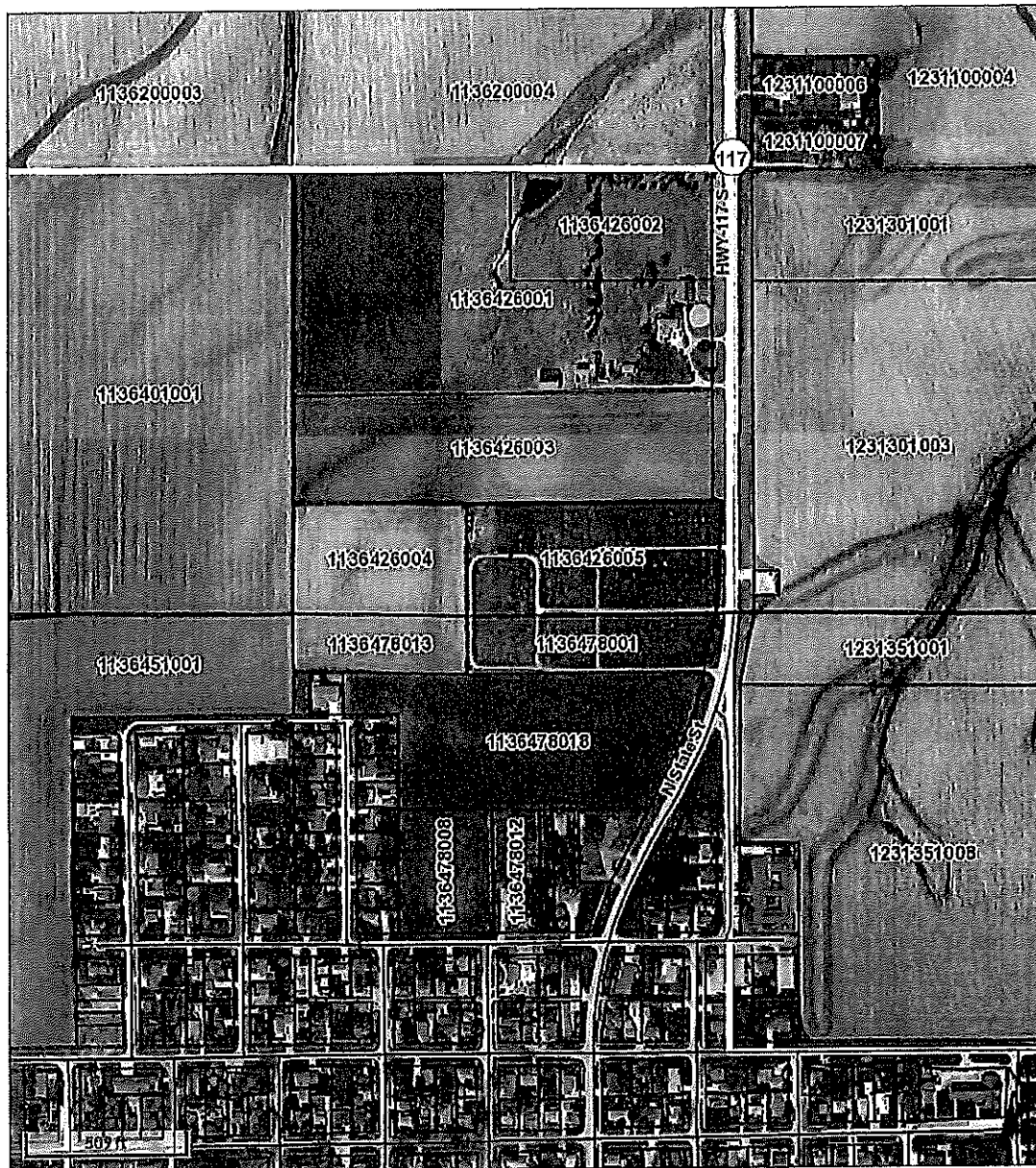
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>Division 2: Earthwork</b>					
2.01	Topsoil, On-Site, 8in Thickness	CY	400	\$ 10.00	\$ 4,000.00
2.02	Excavation, Class 10	CY	1200	\$ 10.00	\$ 12,000.00
2.03	Compaction Testing, Moisture & Density Control	LS	1	\$ 600.00	\$ 600.00
<b>Division 4: Sewers and Drains</b>					
4.01	Storm Sewer	LF	250	\$ 100.00	\$ 25,000.00
<b>Division 6: Structures for Sanitary and Storm Sewers</b>					
6.01	Intake	EA	5	\$ 3,500.00	\$ 17,500.00
6.02	RCP Apron	EA	1	\$ 1,000.00	\$ 1,000.00
<b>Division 7: Streets and Related Work</b>					
7.01	5' Wide Sidewalk	SY	240	\$ 60.00	\$ 14,400.00
7.02	Raised Curb	SY	100	\$ 55.00	\$ 5,500.00
7.03	Delineators	EA	30	\$ 120.00	\$ 3,600.00
7.04	2.5' Curb & Gutter	LF	280	\$ 40.00	\$ 11,200.00
7.05	Driveway Reconstruction	SY	100	\$ 55.00	\$ 5,500.00
7.06	Truncated Domes	SF	40	\$ 50.00	\$ 2,000.00
7.07	Pavement Removal	SY	190	\$ 10.00	\$ 1,900.00
<b>Division 8: Traffic Control</b>					
8.01	Temporary Traffic Control	LS	1	\$ 7,500.00	\$ 7,500.00
<b>Division 9: Site Work and Landscaping</b>					
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	AC	0.50	\$ 4,000.00	\$ 2,000.00
<b>Division 11: Miscellaneous</b>					
11.01	Construction Survey	LS	1	\$ 2,000.00	\$ 2,000.00
11.02	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
11.03	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00
<b>Subtotal Construction</b>					<b>\$ 128,000.00</b>
			20%		\$ 26,000.00
			4%		\$ -
			10%		\$ 16,000.00
			10%		\$ 16,000.00
			1%		\$ 2,000.00
			SF	1600	\$ 0.50
			SF		\$ 5.00
<b>Opinion of Probable Costs</b>					<b>\$ 190,000.00</b>
<b>Assumptions:</b>					
1.00	Easements are estimations only. Compensation will be adjusted as needed during negotiations.				
2.00	Sidewalk width to be 5' wide.				
3.00	Proposed improvements will be within the ROW, temporary construction easements will be required for grading ditch.				
4.00	Refer to exhibit for proposed route				

**OPINION OF PROBABLE PROJECT COST**  
**OPTION #2 - SIDEWALK SET BACK FROM ROAD**  
**PRAIRIE CITY, IOWA**  
**SIDEWALK INSTALLATION FROM SOUTH ST TO PLAINSMEN RD ALONG WEST SIDE OF STATE ST**

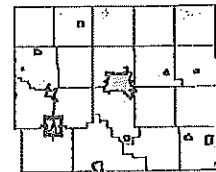
Estimate Year: 2021  
Construction Year: 2021

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>Division 2: Earthwork</b>					
2.01	Topsoil, On-Site, 8in Thickness	CY	90	\$ 10.00	\$ 900.00
2.02	Excavation, Class 10	CY	70	\$ 10.00	\$ 700.00
<b>Division 4: Sewers and Drains</b>					
4.01	Culvert	LF	30	\$ 100.00	\$ 3,000.00
<b>Division 7: Streets and Related Work</b>					
7.01	5' Wide Sidewalk	SY	195	\$ 55.00	\$ 10,725.00
7.02	Driveway Reconstruction	SY	100	\$ 55.00	\$ 5,500.00
7.03	Truncated Domes	SF	40	\$ 50.00	\$ 2,000.00
7.04	Pavement Removal	SY	150	\$ 10.00	\$ 1,500.00
<b>Division 8: Traffic Control</b>					
8.01	Temporary Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00
<b>Division 9: Site Work and Landscaping</b>					
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	AC	0.25	\$ 4,000.00	\$ 1,000.00
<b>Division 11: Miscellaneous</b>					
11.01	Construction Survey	LS	1	\$ 1,000.00	\$ 1,000.00
11.02	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00
11.03	Concrete Washout	LS	1	\$ 1,500.00	\$ 1,500.00
<b>Subtotal Construction</b>					<b>\$ 32,000.00</b>
	Contingencies		20%		\$ 7,000.00
	Construction Inflation at 4% per year. Construction year is assumed as		4%		\$ -
	Engineering & property negotiations		15%		\$ 6,000.00
	Construction/Admin		5%		\$ 2,000.00
	Legal and Administration		1%		\$ 1,000.00
	Temporary Easements (12 months)	SF		\$ 0.50	\$ -
	Right of Way + Permanent Easements	SF	1680	\$ 5.00	\$ 8,400.00
<b>Opinion of Probable Costs</b>					<b>\$ 60,000.00</b>
<b>Assumptions:</b>					
1.00	Easements are estimations only. Compensation will be adjusted as needed during negotiations.				
2.00	Sidewalk width to be 5' wide.				
3.00	Proposed improvements will be on private property and will require permanent easement or additional ROW purchase.				
4.00	Ditch will be kept in same location as it is today. Sidewalk will be placed on backside of ditch.				
5.00	Refer to exhibit for proposed route				








# Beacon™ Jasper County, IA



## Overview



## Legend

-  Parcels
-  Corporate Limits
-  Political Township
- Roads**
  -  Local
  -  Primary Highway
  -  Secondary Highway
  -  Other

## Jasper County Data Disclaimer

### Please Read Carefully

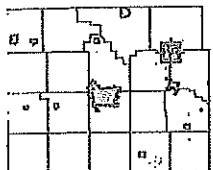
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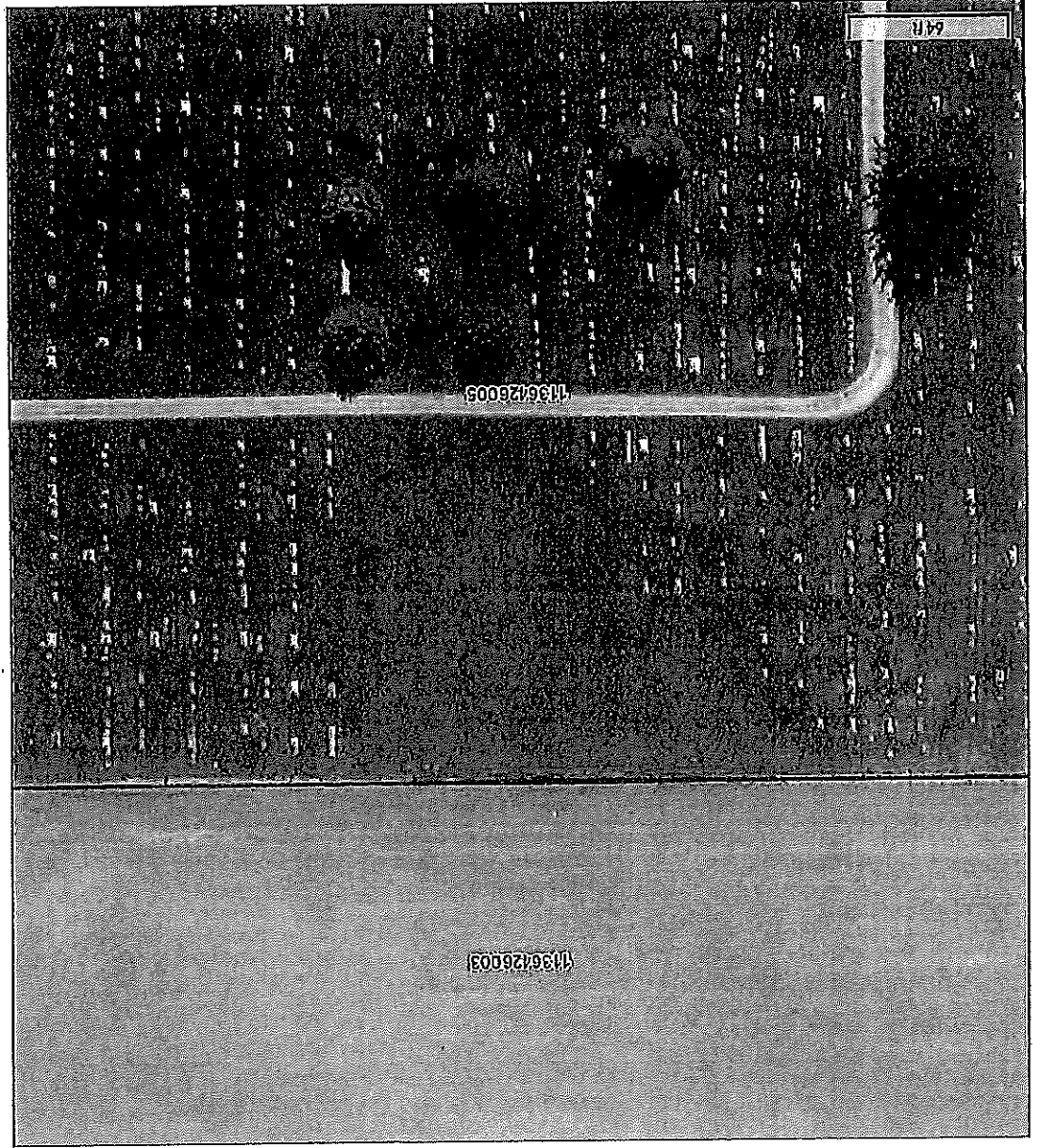
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Overview

- Legend**
- ☐ Parcels
  - ☐ Corporate Limits
  - Roads**
    - Local
    - Primary Highway
    - Secondary Highway
    - Other



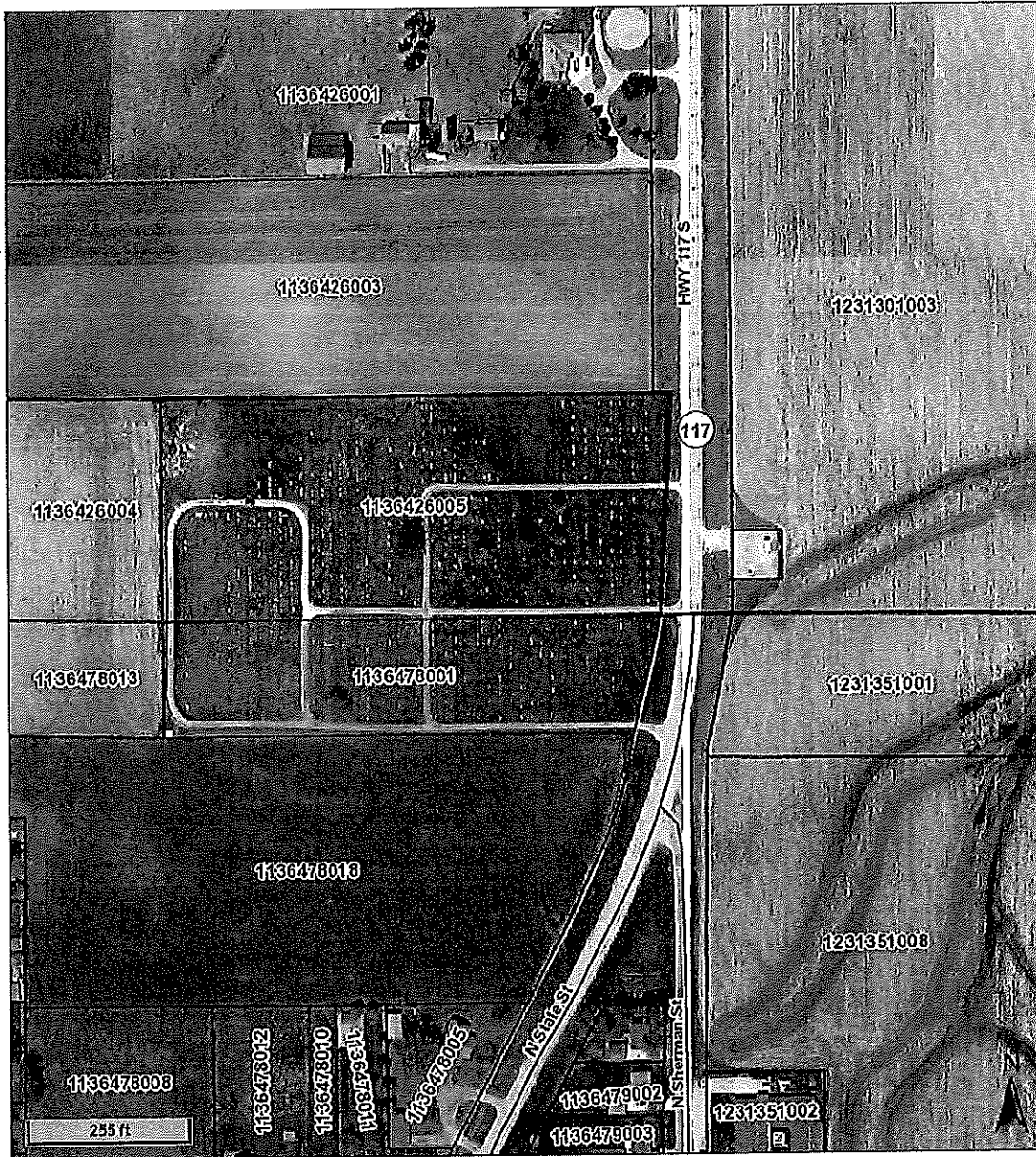
Jasper County Data Disclaimer

Please Read Carefully

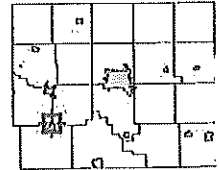
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# Beacon™ Jasper County, IA



## Overview



## Legend

- ☐ Parcels
- ☐ Corporate Limits
- ☐ Political Township
- Roads
  - Local
  - Primary Highway
  - Secondary Highway
  - Other

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GEOSPATIAL



## Task Order #15

To: City of Prairie City  
Jodie Wyman, City Administrator  
203 E Jefferson St  
Prairie City, IA 50228

Date of Issuance: June 9, 2021

MSA Project No.: 08994023

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

**Project Name:** Marshall Street Reconstruction 2021 Construction Related Services

**The scope of the work authorized is:** See attached Scope of Services

**The estimated fee for the work is:** \$48,700.00

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and materials basis. A list of reimbursable expenses is included on the attached rate schedule.

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

### CITY OF PRAIRIE CITY

\_\_\_\_\_  
Jodie Wyman  
City Administrator  
Date: \_\_\_\_\_

### MSA PROFESSIONAL SERVICES, INC.

\_\_\_\_\_  
*Andrew Inhelder*  
Andrew Inhelder, PE  
Project Manager  
Date: 06/02/2021

\_\_\_\_\_  
*Nichole Sungren*  
Nichole Sungren, PE  
Team Leader  
Date: 06/02/2021

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

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

**ATTACHMENT A:  
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects.....	\$115 – \$175/hr.
Clerical .....	\$ 80 – \$125/hr.
CAD Technician .....	\$ 95 – \$150/hr.
Geographic Information Systems (GIS) .....	\$ 75 – \$146/hr.
Housing Administration .....	\$ 82 – \$125/hr.
Hydrogeologists.....	\$127 – \$160/hr.
Planners .....	\$ 90 – \$180/hr.
Principals.....	\$175 – \$369/hr.
Professional Engineers .....	\$ 92 – \$200/hr.
Project Manager .....	\$150 – \$242/hr.
Professional Land Surveyors .....	\$ 87 – \$180/hr.
Staff Engineers .....	\$ 80 – \$150/hr.
Technicians .....	\$ 70 – \$132/hr.
Wastewater Treatment Plant Operator.....	\$ 80 – \$100/hr.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Specs/Reports.....	\$10
Copies .....	\$0.20/page
Plots .....	\$0.15/sq.in.
Flash Drive .....	\$10
GPS Equipment .....	\$28/hour
Laser Level .....	\$10/per day
Mailing/UPS .....	At cost
Mileage – Reimbursement (currently \$0.56/mile) .....	Rate set by Fed. Gov.
Mileage – MSA Vehicle .....	\$35 + \$0.30 mile
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine .....	Included in labor rates
Robotic Survey Equipment .....	\$37/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals .....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter .....	\$30/hour

\* Labor rates represent an average or range for a particular job classification. These rates are in effect until December 25, 2021.

Attachment B - Scope of Services  
Task Order #15  
Marshall Street Reconstruction 2021  
Construction Related Services

**Basic Engineering Services and Related Matters**

MSA Professional Services, Inc. (ENGINEER) proposes to provide construction phase services for the City of Prairie City, Iowa (OWNER), of the following:

1) Marshall Street Reconstruction 2021

TO #15

Construction related services for the Marshall Street Reconstruction project in Prairie City, Iowa includes the reconstruction of Marshall Street from the northern edge of Washington Street through the intersection of Jefferson Street. Project includes water main replacement within project limits, parking stalls along the east side & west side of Marshall Street, sidewalk along both sides of Marshall Street and ADA curb ramp design at the intersection. SUDAS Design Standards and Specifications shall be implemented, including current City of Prairie City Supplemental Specifications.

In association with completion of the above project, the following assumptions are applicable:

**Project Manager**

The ENGINEER shall assign Andrew Inhelder, P.E. as the Project Manager. ENGINEER shall not modify said assignments without OWNER consent.

## **BASIC ENGINEERING SERVICES**

### **1. CONSTRUCTION ADMINISTRATION PHASE**

- a. Meet with the OWNER to determine project construction requirements at Preconstruction Conference, provide periodic updates of the project progress, and discuss any relevant issues concerning the project.
- b. Conduct one (1) preconstruction conference with all interested parties at City Hall;
  - i. Prepare and distribute minutes and agenda
- c. Receive and review any and all schedules that contractor has submitted, including progress schedule and schedule of Values.
- d. Review shop drawings, samples and other construction related materials;
- e. Recommend Change Orders to OWNER as appropriate and prepare same.
- f. Provide one copy of all Contractor Submittals to OWNER
- g. Attend construction meetings. An assumption of three (3) onsite meetings is with this scope.
- h. Prepare, review and recommend contractor's application for payment on standard form;
- i. Attend one substantial completion walkthrough with OWNER.
- j. Prepare project close out documents, including punch list of noncompliant construction features and OWNER's certificate of completion.
- k. Attend one final completion walkthrough with OWNER.
- l. Perform internal quality review to assure compliance with OWNER's intent.
- m. Coordinate internal Staff to assure compliance with OWNER's intent
- n. Prepare Project Correspondence.
- o. Prepare and submit invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.

### **2. CONSTRUCTION STAKING**

- a. Conventional Grading
  - i. Set slope stakes left and right (nails or wood hubs) at 100 foot intervals, or less if needed, for all embankment or roadway excavation. Mark slope stakes with wooden lath depicting station, offset, and elevation reference (cut or fill) to all pertinent breaks in the slope.
  - ii. In lieu of slope stakes set a 100 foot grid with lath over project limits for mass grading with cut or fill marked for finished grade elevation. Finished grade refers to the finished surface of construction (top of paving for paved areas, top of black dirt for unpaved areas).
  - iii. For paved areas, in addition to the 100 foot grid, set lath at appropriate offsets around the perimeter at 50 foot intervals, high and low points, and points of inflection. Mark lath with cut or fill to finished grade (top of paving).
  - iv. For building pads, set lath at appropriate offsets for building corners or gridlines. Provide a semi-permanent benchmark, consisting of a 2 foot wooden hub or rebar, set to the same elevation as the proposed finished floor elevation.
  - v. Set finished grade stakes (blue tops) at 100 foot intervals at both edges of paving and along centerline for roadways, and in a 100 foot grid in parking areas., mark blue tops with a stake chaser or similar method.

**Attachment B - Scope of Services**

Task Order #15

Marshall Street Reconstruction 2021

Construction Related Services

- b. Storm Sewers (Includes 1 set of stakes):
  - i. Place stakes for all manholes, intakes, cleanouts, and other structures associated with new sewer.
  - ii. Provide offset stake for each structure set at 10 to 15 feet. Offset may be increased for deep sewers.
  - iii. For back of curb intakes, set two offset stakes along the curb alignment to properly align the new grate. Stakes may also be offset perpendicular to the curb alignment as required to avoid conflicts with the proposed storm sewer.
  - iv. Place stakes for all bends in the pipe alignment. Provide two offset stakes, one along each pipe segment bearing, at bends to accurately place bend location.
  - v. For pipe sections over 100 feet in length, set offset stakes 50 feet and 100 feet from end of pipe and every 100 feet thereafter. Label stakes with offset distance and elevation reference to the flowline of the proposed pipe.
- c. Water Mains (Includes 1 set of stakes):
  - i. Place stakes for proposed water main on line (no offset) at 100 foot intervals. Label stakes as centerline of water main with elevation reference to the top of the proposed pipe to ensure sufficient depth is achieved.
  - ii. Place stakes for all hydrants, valves, bends, tees, and other appurtenances with appropriate offsets. Label stakes with offset distance and elevation reference to proposed finished grade adjacent to the hydrant, valve, bend, tee, or other appurtenance.
  - iii. Place stakes at all crossings of storm sewers and sanitary sewers. Label stakes with top of pipe elevations at the crossing for water mains and sewer mains to ensure proper depth and vertical separation.
- d. Paving:
  - i. Set paving hubs at appropriate offsets around perimeter of paved areas. Place hubs at grade breaks (high and low points), points of horizontal deflection (bends), and 25 foot intervals in between. Label stakes with offset distance and elevation reference to the top of paving.
  - ii. For paving areas wider than 60 feet, set paving hubs at appropriate offsets on 25-foot intervals along interior bays or drive lanes. Label stakes with offset distance and elevation reference to the top of paving.
  - iii. Place stakes for curb drop locations for sidewalk ramps and driveways. Set hubs on both sides of the drop curb at the bottom of the drop to ensure the appropriate width of curb opening is achieved. Label stakes with offset distance and elevation reference to tip of paving.
  - iv. Place stakes for sidewalks and trails on one side only at appropriate offsets. Place stakes at 50 foot intervals in straight and level sections and 25 foot intervals for horizontal or vertical curves. Label stakes with offset distance and elevation reference to the top of paving.
- e. Resetting of Survey Monuments
  - i. Comply with the requirements of Iowa code section 355 and the Iowa Administrative Code Section 193c for the replacement of all disturbed monuments within the project area.

3. **CONSTRUCTION OBSERVATION PHASE**
  - a. Provide on-site observation to determine the amount, quality, acceptability, and fitness of the work, materials and equipment, which are to be paid for under the contract, and to reject or condemn work, material or equipment which does not conform to the terms of the contract.
    - i. **Onsite (part time (2/3 time)) observations have been assumed to be performed for 225 hours during critical operations construction (i.e. utility connections, structure installation, paving operations, etc.), as well as 20 hours of onsite professional engineering observation for a total of 245 hours.**
    - ii. Defective work: Reject work if, on the basis of observations, ENGINEER believes that either such work is defective under the standards of the contract documents or will not produce a completed project that conforms to the contract documents.
  - b. Collect GIS information on installed infrastructure incorporated into the City's GIS.
4. **POST CONSTRUCTION PHASE**
  - a. Prepare as-built drawings for the proposed improvements.
  - b. Provide OWNER with as-built documents.
  - c. Submit all files to OWNER at the completion of the project.

**Items Not Included in Basic Services**

**1. Additional Meetings**

Attendance at any such meetings that are not specially address above shall be considered above and beyond the scope of services as identified herein.

**2. Additional Stakes**

Additional stakes, due to the Contractor's negligence, will be at the Contractor's expense. The ENGINEER will notify the OWNER, in writing (email) of the staking needs prior to staking in the field.

**3. Additional Construction Observation Services**

Construction observation hours based on assumptions made per Section 3 of this contract. If in the event the number of construction observation hours has the potential to exceed the assumed contract hours, the ENGINEER will notify the OWNER prior to this occurring and will request a contract amendment to proceed.

**4. NPDES Observations & Inspections**

Disturbed area is estimated to be less than one acre and therefore won't trigger NPDES construction permitting. Inspections/observations due to NPDES compliance are considered above and beyond the scope of services as identified herein.

(Form of Notice of Hearing)

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND  
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR  
WATER SYSTEM IMPROVEMENTS – PHASE 1 PROJECT

Notice Is Hereby Given: That at 6:00 p.m., on June, 9, 2021, at the City Hall Council Chambers, Prairie City, Iowa, the City Council of the City of Prairie City, Iowa will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the “Contract Documents”) for the proposed Water System Improvements – Phase 1 Project (the “Project”). Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting will be provided electronically via Zoom, which will be accessible at the following:

<https://us02web.zoom.us/j/81114505567?pwd=RXR1SGFGSWUyWIM0NVRvMWRSZUFYUT09>

This project is generally described as trenchless and trenched water main construction: Along E 5th St from N East St to N Dewey St and along N Dewey St from E 5th St to E 6th St (Area #1). Along North St from N Park St to N East St and along N Park St from North St to N 8th St (Area #2). Along N 8th St from N Park St to N East St (Area #3). The project also includes water service crossovers and side street connections along the routes.

The improvements include approximately: 5,760 LF of trenched 8” diameter water main; 145 LF of trenchless cased 8” diameter; 75 water service connections; 16 fire hydrant assemblies; 43 valves, 8” diameter; 21 connections to existing mains; 380 LF of storm sewer removal & replacements; 900 SY of full depth HMA pavement patches; 45 SY of full depth PCC pavement patches; 415 SY of PCC sidewalk; 260 SY of PCC driveways. Other associated improvements include, fittings, appurtenances, traffic control, erosion control, surface restoration, and miscellaneous work necessary to complete the project.

A copy of the proposed Contract Documents is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Jodie Wyman  
City Administrator

## NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

### Water System Improvements – Phase 1

Jurisdiction of City of Prairie City, Iowa Public Improvement Project

#### Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the City of Prairie City on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 6:00 PM on June 9, 2021, in the City Hall, 203 E Jefferson St, Prairie City, IA 50228 for the Water System Improvements – Phase 1 project. Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting will be provided electronically via Zoom, which will be accessible at the following:

<https://us02web.zoom.us/j/81114505567?pwd=RXR1SGFGSWUyWIM0NVRvMWRSZUFYUT09>

#### Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising each improvement as stated below must be filed before 2:00 PM according to the clock in said City Hall on June 3, 2021, at the reception desk in City Hall, 203 E Jefferson St, Prairie City, IA 50228. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

#### Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at 2:00 PM on June 3, 2021, in said City Hall, 203 E Jefferson St, Prairie City, IA 50228 for consideration by the City Council of City of Prairie City, Iowa at its meeting on June 9, 2021, at 6:00 PM, in the City Hall Council Chambers and electronically via Zoom as set forth above. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

#### Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than July 15, 2021 and no later than July 31, 2021**, and shall be completed as stated below in the Completion of Work Section. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in **July, 2021**.

#### Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at City of Prairie City 203 E Jefferson St, Prairie City, IA, 50228.

An electronic copy of the Contract Documents is available at [www.QuestCDN.com](http://www.QuestCDN.com) or [www.msa-ps.com](http://www.msa-ps.com) under Bidding. Downloads of the Contract Documents require the user to register for a free membership for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Reference number #7797029.

Paper copies of the Contract Documents are available from MSA Professional Services, Inc., MSA 1555

SE Delaware Ave, Suite F, Ankeny, IA 50021, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-1920 in advance to reserve a paper copy.

#### Preference of Products and Labor

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

**Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.**

#### General Nature of the Public Improvement

##### WATER SYSTEM IMPROVEMENTS – PHASE 1

*This project is generally described as trenchless and trenched water main construction: Along E 5th St from N East St to N Dewey St and along N Dewey St from E 5th St to E 6th St (Area #1). Along North St from N Park St to N East St and along N Park St from North St to N 8th St (Area #2). Along N 8th St from N Park St to N East St (Area #3). The project also includes water service crossovers and side street connections along the routes.*

*The improvements include approximately: 5,760 LF of trenched 8" diameter water main; 145 LF of trenchless cased 8" diameter; 75 water service connections; 16 fire hydrant assemblies; 43 valves, 8" diameter; 21 connections to existing mains; 380 LF of storm sewer removal & replacements; 900 SY of full depth HMA pavement patches; 45 SY of full depth PCC pavement patches; 415 SY of PCC sidewalk; 260 SY of PCC driveways. Other associated improvements include, fittings, appurtenances, traffic control, erosion control, surface restoration, and miscellaneous work necessary to complete the project.*

### Bid Security

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount of 5% of the total bid amount, as fixed in the Instruction to Bidders, and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Prairie City reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

### Performance, Payment, and Maintenance Bond

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Prairie City and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless City of Prairie City from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of four (4) years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four (4) years.

### Title VI Compliance

The City of Prairie City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Payment

Payment to the Contractor will be made in cash from such fund or funds as are legally available including, but not limited to, proceeds from the sale of General Obligation Bonds and/or Revenue Bonds.

### Sales Tax Exemption

The City of Prairie City will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued. The Contractor also must file appropriate lien waivers before final payment will be released.

### State Revolving Fund

This project is being funded through the Drinking/Clean Water State Revolving Fund (D/C WSRF) and requires additional documentation to be completed and submitted. Item No. 1 shall be completed by each bidder and submitted in a separate sealed envelope clearly labeled "SRF Front-End Specifications". This project must comply with federal Davis-Bacon regulations. This means all construction workers must be paid Davis-Bacon wages and those wages will be verified by checking weekly payrolls. Prevailing wages for this project are located at the end of "Proposal Attachment #1: SRF Front-End Specifications & Prevailing Wage Rates".

### Completion of Work

The Contractor shall substantially complete the project by no later than May 16, 2022. Substantially complete shall be defined as all utility and grading construction being completed, with the new infrastructure being tested and put into service, including water main, water service crossovers and new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of \$1,000.00 per calendar day will be assessed for work not completed within the designated Contract term(s).

The Contractor shall fully complete the project by no later than June 15, 2022. Fully complete shall be defined as all surface restoration being completed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of \$500.00 per calendar day will be assessed for work not completed within the designated Contract term(s).

The City of Prairie City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Prairie City, Iowa.

Consulting Engineer  
MSA Professional Service, Inc.  
1555 SE Delaware Avenue, Suite F  
Ankeny, Iowa 50021  
Andrew Inhelder, PE  
515-964-1920



June 4, 2021

Chad Alleger, Mayor  
City of Prairie City  
203 E Jefferson St  
Prairie City, IA 50228

Re: Water System Improvements – Phase I  
City of Prairie City

Dear Mayor Alleger:

Upon review of the bids received on June 3, 2021 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and award made at your next meeting.

MB Construction, LLC  
22614 State Hwy 16  
Monticello, MO 63457

Base Bid Amount \$1,035,816.00

One alternative was solicited and is listed below along with a brief description and pricing impact.

A1) Alternate #1 is to change the water main construction from open trenched construction, to bored construction for a majority of the water main. Should this be implemented, an **increase of \$85,307.00** would be applied to the base bid amount above.

Please execute the enclosed Notice of Award in triplicate for the contract and return two copies to our office and keep one for your files. After receiving the executed copies, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.

Andrew Inhelder, PE  
Project Manager

JU  
Enc.



Highlighted items on Keller: Encasings bid were not correct on their bid form. Math error affects the overall bid amount.  
Highlighted items on J&K: Concrete bid was not correct on their bid form. Math error does not affect total overall bid amount.  
Highlighted items on Busy Bee: Bid was not correct on their bid form. Math error affects the overall bid amount.  
Highlighted item on S.M. Hengages & Sons: bid was not correct on their bid form. Math error affects the overall bid amount.

# NOTICE OF AWARD

Date: June 9, 2021

Project: Water System Improvements – Phase 1	
Owner: City of Prairie City	Owner's Contract No.:
Contract: City of Prairie City – Water System Improvements – Phase 1	Engineer's Project No.: 08994029
Bidder: MB Construction, LLC	
Bidder's Address: 22614 State Hwy 16 Monticello, MO 63457	

You are notified that your Bid dated June 3, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Water System Improvements – Phase 1.

Base Bid amount is one million thirty-five thousand eight hundred sixteen dollars and zero cents (\$1,035,816.00)

Alternatives selected are checked below:

\_\_\_\_\_ Alternate #1 .....Add Eighty-five thousand three hundred seven and zero cents (+\$85,307.00)

The Contract Price of your Contract is the Base Bid amount plus any alternatives selected above. The total of which is one million thirty-five thousand eight hundred sixteen dollars and zero cents (\$1,035,816.00)

3 copies of the proposed Contract Documents accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____ Authorized Signature
_____
Title

CC to Engineer

MINUTES OF MEETING TO APPROVE  
CONTRACT AND BONDS

420201-21

Prairie City, Iowa

June 9, 2021

The City Council of the City of Prairie City, Iowa, met at the City Hall Council Chambers, Prairie City, Iowa, at 6:00 p.m., on June 9, 2021, pursuant to the rules of the Council.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access was provided electronically via Zoom, which was accessible at the following:

<https://us02web.zoom.us/j/81114505567?pwd=RXR1SGFGSWUyWIM0NVRvMWRSZUFYUT09>

Electronic access information was included in the posted agenda of this public meeting.

The meeting was called to order by the Mayor and the roll being called, there were present the following named Council Members:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

After due consideration and discussion, Council Member \_\_\_\_\_ introduced and moved the adoption of the resolution next hereinafter set out, the same being a resolution approving an executed contract and performance and/or payment bonds for the Marshall Street Reconstruction Project. The motion was seconded by Council Member \_\_\_\_\_ and passed with record vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Thereupon, the resolution was declared adopted, as follows:

RESOLUTION NO.6-09-21-7

Resolution approving contract and performance and/or payment bonds for the Marshall Street Reconstruction Project

WHEREAS, the City Council of the City of Prairie City, Iowa, has heretofore awarded a contract for the Marshall Street Reconstruction Project (the "Project") and fixed the amount of the performance and/or payment bonds to be furnished by such contractor, and instructed and authorized the Mayor and City Clerk to execute the said contract on behalf of the City, subject to the approval of the Council; and

WHEREAS, the said contract has been duly signed by the contractor and by the Mayor and City Clerk, and upon examination by this Council the same appears to be in proper form; and

WHEREAS, the contractor has filed satisfactory performance and/or payment bonds in the required amount;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Prairie City, Iowa, as follows:

Section 1. The aforementioned contract and performance and/or payment bonds are hereby approved and declared to be binding upon the parties thereto.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 9, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

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Mayor

Attest:

---

City Clerk

**ATTESTATION CERTIFICATE:**

STATE OF IOWA  
COUNTY OF JASPER  
CITY OF PRAIRIE CITY

SS:

I, the undersigned, City Clerk of the City of Prairie City, Iowa, hereby certify that the attached is a true, correct and complete copy of the proceedings related to the approval of the executed contract and performance and/or payment bonds for the Marshall Street Reconstruction Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this 9th day of June, 2021.

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City Clerk

MINUTES OF MEETING TO APPROVE  
PLANS AND SPECIFICATIONS, FORM  
OF CONTRACT AND ESTIMATE OF  
COST AND CONSIDER BIDS

420201-21 (L)

Prairie City, Iowa

June 9, 2021

The City Council of the City of Prairie City, Iowa, met on June 9, 2021, at 6:00 p.m., at the City Hall Council Chambers, pursuant to published notice.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting was provided electronically via Zoom, which was accessible at the following:

<https://us02web.zoom.us/j/81114505567?pwd=RXR1SGFGSWUyWlM0NVRvMWRSZUFYUT09>

Electronic access information was included in the published notice and posted agenda of this public meeting.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed Water System Improvements - Phase 1 Project.

Upon investigation, it was found that no persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the Water System Improvements - Phase 1 Project as follows:

The City Council heard said objectors and evidence for or against the proposed Water System Improvements - Phase 1 Project; whereupon, the Mayor declared the hearing closed.

Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the said motion duly carried and the resolution adopted as follows:

RESOLUTION NO. 6-09-21-5

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Water System Improvements - Phase 1 Project

WHEREAS, the City Council of the City of Prairie City, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Water System Improvements - Phase 1 Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on June 9, 2021;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Prairie City, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 9, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

The Mayor announced that bids for the construction of the Water System Improvements - Phase 1 Project had been received before 2:00 p.m. on June 3, 2021, at the reception desk in City Hall, Prairie City, Iowa, and that on the same day, at the same time, at the City Hall, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and MSA Professional Services, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the Water System Improvements - Phase 1 Project are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
J&K Contracting	\$1,414,141.00
S.M. Hentges	\$1,881,030.85
Keller Construction	\$1,479,316.90
MB Construction	\$1,035,816.00
Busy Bee	\$1,318,800.49

It was moved by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ that this meeting be adjourned to July 14, 2021, at six o'clock p.m., at the Council Chambers, Prairie City, Iowa, at which time and place the City Council will meet to further consider such proposals.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the said motion duly carried and the meeting was adjourned to the said time and place.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

MINUTES OF MEETING TO AWARD  
CONTRACT

420201-21

Prairie City, Iowa

June 10, 2021

The City Council of the City of Prairie City, Iowa, met on June 9, 2021, at six o'clock p.m., at the Council Chambers, in the City, pursuant to adjournment and the rules of this Council.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting was provided electronically via Zoom, which was accessible at the following:

<https://us02web.zoom.us/j/81114505567?pwd=RXR1SGFGSWUyWlM0NVRvMWRSZUFYUT09>

Electronic access information was included in the posted agenda of this public meeting.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The City Council further considered proposals received for the proposed Water System Improvements - Phase 1 Project and embodied its findings in the resolution next hereinafter referred to.

Council Member \_\_\_\_\_ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the said motion duly carried and the said resolution duly adopted.

RESOLUTION NO. 6-09-21-6

Resolution awarding contract for the Water System Improvements - Phase 1 Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Prairie City, Iowa, and as required by law, bids and proposals were received by this Council for the Water System Improvements - Phase 1 Project (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Prairie City, Iowa, as follows:

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
MB Construction, LLC	\$1,035,816.00
22614 State Hwy 16	
PO Box 15	
Monticello, MO 63457	

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, said contract not to be binding until approved by resolution of this City Council.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 9, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

• • • •

On motion and vote, the meeting adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**ATTESTATION CERTIFICATE:**

STATE OF IOWA  
COUNTY OF JASPER                      SS:  
CITY OF PRAIRIE CITY

I, the undersigned, City Clerk of the City of Prairie City, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the Water System Improvements - Phase 1 Project, including a true, correct and complete copy of the resolutions referred to in such minutes.

WITNESS MY HAND this 10th day of June, 2021.

\_\_\_\_\_  
City Clerk

MINUTES TO SET DATE FOR HEARING  
ON ENTERING INTO A LOAN AND  
DISBURSEMENT AGREEMENT

420201-21

Prairie City, Iowa

June 9, 2021

The City Council of the City of Prairie City, Iowa, met on June 9, 2021, at 6:00 p.m., at the City Hall Council Chambers, in the City.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting was provided electronically via Zoom, which was accessible at the following:

<https://us02web.zoom.us/j/81114505567?pwd=RXR1SGFGSWUyWlM0NVRvMWRSZUFYUT09>

Electronic access information was included in the posted agenda of this public meeting.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. 6-09-21-4

Resolution to fix a date for a public hearing on a proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$1,300,000

WHEREAS, the City of Prairie City (the "City"), in Jasper County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, the City now proposes to enter into a Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,300,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Prairie City, Iowa, as follows:

Section 1. This City Council shall meet on July 14, 2021, at the Council Chambers, in the City, at six o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE  
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT  
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,300,000

(WATER REVENUE)

The City Council of the City of Prairie City, Iowa, will meet on July 14, 2021, at the Council Chambers, in the City, at six o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,300,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the City's Municipal Waterworks Utility System.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting will be provided electronically via Zoom, which will be accessible at the following:

<https://us02web.zoom.us/j/82821831241?pwd=RjRvdzNrWlZldkhHVlhJK2hUT05UZz09>

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Waterworks Utility System of the City.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Prairie City, Iowa.

Jodie Wyman  
City Administrator

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$1,300,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon adoption and approval, as provided by law.

Passed and approved this June 9, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

• • • •

On motion and vote, the meeting adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**ATTESTATION CERTIFICATE:**

STATE OF IOWA  
COUNTY OF JASPER  
CITY OF PRAIRIE CITY

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Water Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk

**ORGANIZATION AND ESTABLISHMENT CERTIFICATE:**

STATE OF IOWA

COUNTY OF JASPER

CITY OF PRAIRIE CITY

SS:

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Chad Alleger, Mayor

Jodie Wyman, Interim City Administrator

Jodie Wyman, City Clerk

Dianne Taylor, Council Member/Mayor Pro Tem

Brent Berger, Council Member

Christy Lindsay, Council Member

Ann McDonald, Council Member

Deb Townsend, Council Member

I further certify that the City established the Municipal Waterworks Utility System (the "Utility") prior to January 1, 1961, and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying water service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this 9<sup>th</sup> day of June, 2021.

---

City Clerk

**OUTSTANDING DEBT CERTIFICATE:**

STATE OF IOWA  
COUNTY OF JASPER  
CITY OF PRAIRIE CITY

SS:

I, the undersigned, City Clerk of the City of Prairie City, Iowa (the "City"), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Waterworks Utility System (the "Utility"), except as follows:

Date	Type	Principal Amount Outstanding	Maturity
------	------	---------------------------------	----------

NONE

(Attach here a separate sheet listing any outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue.)

WITNESS MY HAND this 9<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
City Clerk

**PUBLICATION CERTIFICATE:**

**(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)**

STATE OF IOWA

COUNTY OF JASPER

CITY OF PRAIRIE CITY

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk

**(Attach here the publisher's original affidavit with clipping of the notice, as published.)**

Estimate #0074

# Norm Rozendaal Tiling

2064 Republic Ave W  
Monroe, IA 50170

641-259-2651

5/6/2021

## BILL TO

City of Prairie City Attn: Jody Wyman  
203 E Jefferson St.  
Prairie City, Iowa 50228  
515-994-2649

## Details

Machinery, labor, and parts



## FOR

Quote for: Clothing Closet demolition.  
Cap Sewer. Remove Concrete. Fill all  
holes with fill dirt. (Electrical and LP is to  
be disconnected by the city before work  
is to begin. Phone will be cut.

## AMOUNT

\$7,350.00

Estimate is good for 30 days. Please sign and return to  
commit to the quote. This quote does not include seeding.  
Permit is owners responsibility. When the project is  
completed the dirt will remain on the property and is owners  
responsibility. Unless prior agreements have been

Void

Taxes will not be included in the quote. They are classified as new  
construction and only the materials will be taxed. 1/2 of the total.

Void

SUBTOTAL \$7,350.00

TAX RATE 0.00%

OTHER \$0.00

TOTAL \$7,350.00

Make all checks payable to Norm Rozendaal Tiling

If you have any questions concerning this invoice, use the following contact information:

Norm Rozendaal Tiling. 641-259-2651. Justin cell: 641-780-2378

**THANK YOU FOR YOUR BUSINESS!**

**Justin Rozendaal**

**RESOLUTION 6-09-21-2**  
**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 July 2021 Prairie City Council Meeting will be July 14, 2021 at 6:00 p.m., at Prairie City Council Chambers at City Hall and via Zoom.

Approved and adopted this 9th Day of June, 2021.

\_\_\_\_\_  
Chad Alleger, Mayor

ATTEST

\_\_\_\_\_  
Jodie Wyman, City Clerk

## 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.

Passed by the Council the 14th day of April, 2021, and approved this 14<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Chad Alleger, Mayor

ATTEST:

\_\_\_\_\_  
Jodie Wyman, City Clerk

First Reading: 4/14/2021  
Second Reading: 5/12/2021  
Third Reading: 6/9/2021

I certify that the foregoing was published as Ordinance No. \_\_\_\_ on 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.

Passed by the Council the 14th day of April, 2021, and approved this 14<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Chad Alleger, Mayor

ATTEST:

\_\_\_\_\_  
Jodie Wyman, City Clerk

First Reading: 4/14/2021

Second Reading: 5/12/2021

Third Reading: 6/9/2021

I certify that the foregoing was published as Ordinance No. \_\_\_\_ on the \_\_\_\_, day of \_\_\_\_, 2021.

\_\_\_\_\_  
Jodie Wyman, City Clerk

# WELLHEAD PROTECTION ZONES

PRAIRIE CITY  
JASPER COUNTY, IOWA

Water Distribution System

Hydrants

Water System Valves

Water Network Structures

Enclosed Storage Facility

Water Station

Other

Production Well

Press Station

Storage Basin

Transfer Point

Water Control Valve

Water Abandoned Point

Water Mains

Diameter (in.)

1

2

4

6

8

10

Call other valves

Water Closures

City of Prairie City, IA Municipal Boundary

Zone Description

10 ft. Basement & Storm Sewer Intersections

100 ft. Storm & Storm Drain Intersections

100 ft. Private Well Intersections

1,000 ft. Lower Pressure Main Intersections

3,000 ft. Radius

P.L.S.S. Township

Scale:  
1 inch = 100 feet  
1:100,000  
1:100,000

[illegible]

Project No: 120.0269.D1

1. The first line of the document is a header containing the text "1. The first line of the document is a header containing the text".

CHC

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100



15 JULY 2005

OVERALL SITE LAYOUT

COLFAX, IOWA

2	REVISED PER CITY COMMENTS	4-23-11	AMS
1	REVISED PER CITY COMMENTS	3-25-11	AMS
REVISION			
OWNER'S B/C			
DATE: 11-25-2010			
SHEET 1 OF 11			
Project No: 120 0269.01			
Sheet C200			



**NOTES**  
1. PRICES SHOWN ARE SUBJECT TO CHANGE BASED UPON MARKET DEMAND OR OTHER UNFORESEEN CIRCUMSTANCES.

**RESOLUTION NO. 6-09-21-3**

**RESOLUTION REGARDING ISSUANCE OF REBUILT LETTER  
FOR 207 E SECOND**

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

On behalf of the City of Prairie City, Iowa, the Mayor and Clerk shall execute and deliver the attached rebuild letter to the parties identified therein as it pertains to the application/interpretation of Prairie City Ordinance Section 165.07 (3)(B)(6) to the residential structure located at 207 E Second St, Prairie City, Iowa.

Dated this 9<sup>th</sup> day of June, 2021.

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Chad Alleger, Mayor

ATTEST:

---

Jodie Wyman, City Clerk



PLANNING & ZONING  
203 E. JEFFERSON  
P.O. BOX 607  
PRAIRIE CITY, IA 50228  
PHONE (515) 994-2649  
FAX (515) 994-2376

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## REBUILD LETTER

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DATE: June 9, 2021      ATTN: Megan Brooks      EMAIL: [mbrooks@gershman.com](mailto:mbrooks@gershman.com)  
TO: Megan Brooks, Gershman Mortgage  
RE: Address of property in question:      207 E Second

**Per your request the information below is provided.**

1. **Zoning:** The above referenced property is currently zoned, C-1 and has been occupied as a:  
**Single Family Dwelling**
2. **Pre-Existing Building**

Due to the result of prior adoptions and/or changes to the Zoning Ordinances of Prairie City, Iowa, the residence mentioned above is now classified as a Non-Conforming Use, as it is a residential structure located in a commercial district.

Council was made aware of your request as to whether or not the new owners would be able to rebuild/remodel the dwelling in the event it were to be damaged and/or destroyed by a variety of means in the future.

Council reviewed Section 165.07(4) which refers back to Section 165.07(3). Section 165.07(3)(B)(6) states:

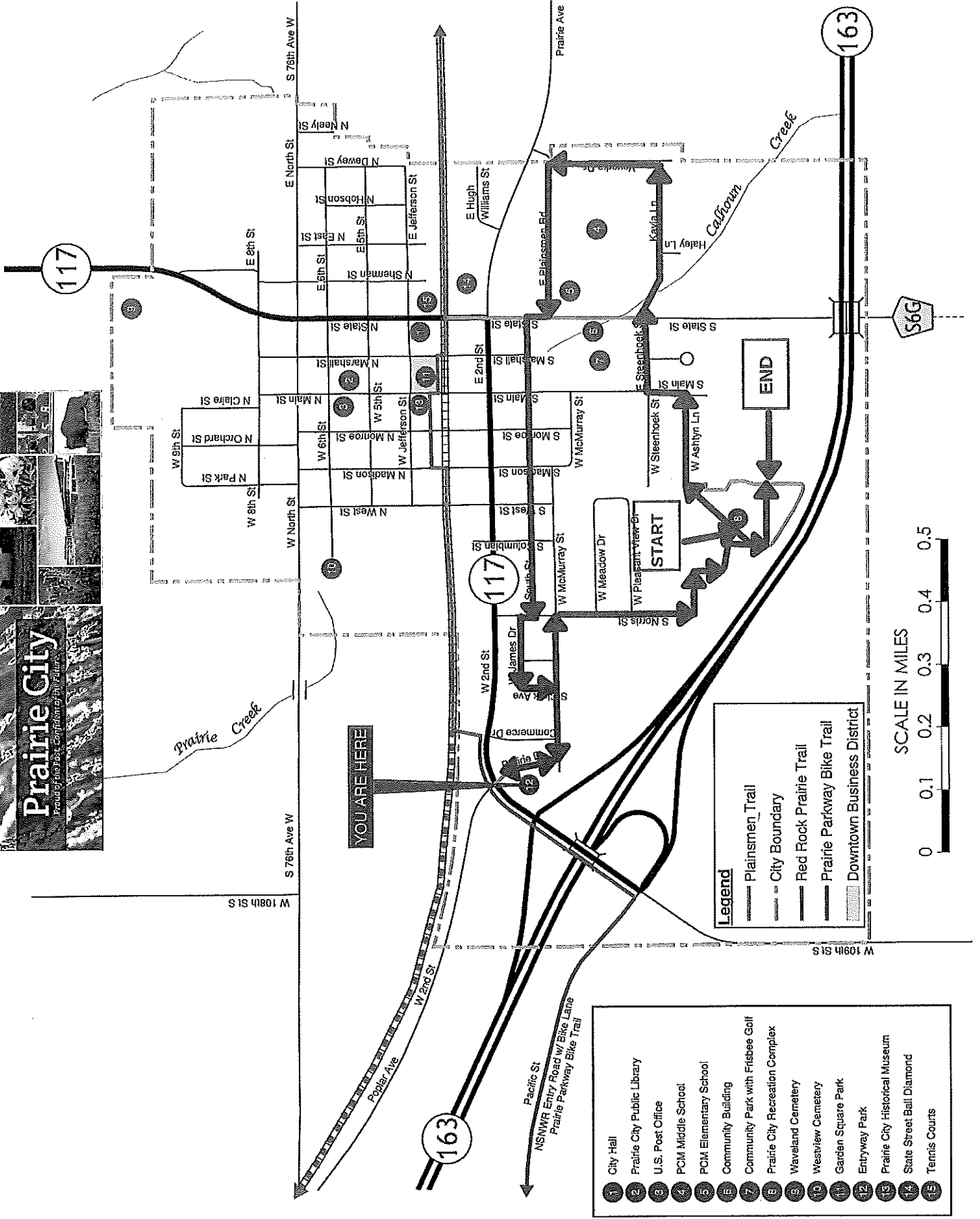
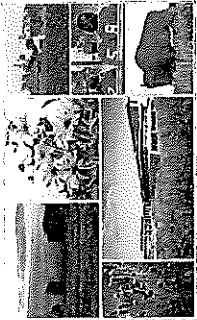
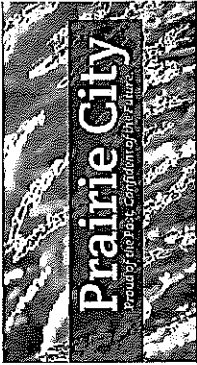
Any structure devoted to a use made nonconforming by this chapter which is destroyed by any means to an extent that it cannot be reconstructed to a structurally sound condition in the judgment of the City Council, exclusive of the foundations, shall not be reconstructed and used as before such happening. If the structure can be reconstructed to a structurally sound condition in the judgment of the City Council, it may be reconstructed and used as before provided reconstruction be started within six (6) months of such happening and be completed within one year, and be built of like or similar materials.

In reliance upon Section 165.07(3)(B)(6), it is the position of the City Council that in the event the structure is damaged and/or destroyed during a time when the structure is owned by Caleb Olcott, he would be permitted to repair, restore, or rebuild the structure to use as it was before.

Sincerely,

Chad Alleger  
Mayor

Jodie Wyman  
Interim Administrator/City Clerk



- |    |                                  |
|----|----------------------------------|
| 1  | City Hall                        |
| 2  | Prairie City Public Library      |
| 3  | U.S. Post Office                 |
| 4  | PCM Middle School                |
| 5  | PCM Elementary School            |
| 6  | Community Building               |
| 7  | Community Park with Frisbee Golf |
| 8  | Prairie City Recreation Complex  |
| 9  | Waveland Cemetery                |
| 10 | Westview Cemetery                |
| 11 | Garden Square Park               |
| 12 | Entryway Park                    |
| 13 | Prairie City Historical Museum   |
| 14 | State Street Ball Diamond        |
| 15 | Tennis Courts                    |

- Legend**
- Plainsmen Trail
  - City Boundary
  - Red Rock Prairie Trail
  - Prairie Parkway Bike Trail
  - Downtown Business District

