28E AGREEMENT FOR THE SAFETY COALITION OF CENTRAL IOWA CITIES SHARED SERVICES AGREEMENT

This agreement is made under the provisions of the lowa Code Chapter 28E and shall be interpreted consistent with such statue and any later amendments thereof, between the following legal political subdivisions of the State of lowa:

Altoona Monroe
Baxter Newton
Bondurant Norwalk
Colfax Pleasant Hill
Mitchellville Prairie City

This agreement shall be subject to amendment by the unanimous approval of all member cities. This agreement may be amended to include new parties by adoption of an appropriate resolution and signatures of the intended new party, subject to unanimous consent of the undersigned parties.

PURPOSE

The Safety Coalition of Central lowa Cities (SCCIC) was established to share services among the members, to improve or enhance existing services more efficiently; and to share the time, talents, and resources of each community for better utilization of taxpayer dollars.

II. PROJECT PLANS

This agreement sets out the general policies and organization of the SCCIC. Each new project will be submitted to and approved by the SCCIC board of directors.

IV. CITY CONTRIBUTION

A. Each city will be billed \$100.00 annually for membership dues.

Any city wanting to become a member of SCCIC must receive the unanimous consent of all member cities.

- B. Bills for membership dues will be sent each September. In addition to membership dues, Cities with negative account balances will also be billed. Each individual city will be responsible to pay lowa Association of Municipal Utilities (IAMU) for the annual membership fee as a utility and the fee set forth in the service agreement with IAMU for safety training.
- C. Services provided on behalf of SCCIC will be billed as follows:
 - 1. Hourly service charges cost twenty dollars (\$20.00) an hour.
 - 2. Copy service charges cost ten cents (\$0.10) per copy.
 - 3. Postage, office supplies, and long-distance phone calls will be billed for these expenses.
- D. Each member city's dues will be accounted for separately and that account will be charged for expenses incurred on their behalf. Any unused monies paid by the member cities will remain with the SCCIC. Each member city will receive credit for

their share of the remaining funds. Any unused grant proceeds will be refunded to the State of lowa in accordance with the grant agreements. Financial reports will be sent to each city at a minimum of four times a year. Funds remaining in a city's account on each August 31st will be carried forward into the next billing.

- E. Funds will be held in a checking or savings account and will require two signatures for the withdrawal of funds.
- F. Monies held in the Joint Fund are the property of all SCCIC members. These funds will be spent for meeting expenses. Use of these funds for a project or purchase, must be approved by 2/3 of the total membership.
- G. Any property that is purchased using "Joint Funds" will be the joint property of said member cities and upon, but not limited to the termination of this agreement, will be disposed of by vote of the 2/3 of the total city membership.
- H. Any city using or housing joint property will be responsible for maintain and providing insurance on such property at the time it is in their possession. Any city damaging joint property will be responsible for the property's repair or replacement.
- I. An annual internal inspection of the financial records shall be completed on SCCIC funds adhering to agreed upon procedures. A member city, other than cities authorized to deposit or withdraw SCCIC funds, will complete the internal review and report to member cities. The financial statements must internally balance and reconcile. The beginning fund balance amounts reported on financial and bank statements agree to related ending fund balance amounts on prior-year financial statements.
- J. In the event a motion to dissolve SCCIC is approved, monies held in "Joint Funds" will be distributed equally among the member cities after all outstanding bills are paid.

V. ORGANIZATION

Each member city will appoint one individual to serve on the SCCIC board of directors. Each October the board of directors will elect an executive committee consisting of President, Secretary and Treasurer. The board of directors will monitor and evaluate current projects, and plans for future projects. All projects must be within the scope of the shared service agreement and meet the organizational goals of SCCIC.

VI. DUTIES

SCCIC responsibilities shall include:

- A. Setting goals and priorities; and
- B. Coordinating dates for safety meetings, training, inspections; and
- C. Evaluating services; and
- D. Requesting proposed contract for the following year with estimated cost; and,
- E. such duties determined by the Committee to efficiently meet the needs of its participating members.

VII. SERVICE AGREEMENT

The service agreement between SCCIC and a service provider shall clearly identify the following:

- A. the term of the service agreement and the commitment of SCCIC member;
- B. specific services and service priorities to be provided;
- C. the amount of staff and consultant resources, materials, and expenses anticipated under the agreement;
- D. the manner in which costs are to be allocated among participants
- E. the schedule of payments for costs;
- F. services and materials that are not included in the agreement, such as the responsibility of participants regarding the purchase of compliance models and payment of fees for workshops and meetings offered to the service provider's general membership;
- G. type of report to be presented by the service provider to the committee:
- H. type of committee evaluation of the service provider services under the agreement;
- I. a process by which terms of the agreement may be modified by mutual agreement of the Committee and the service provider to meet changing needs and conditions;
- J. limitations as to the liability of the service provider to SCCIC or its individual members for actions related to performance of services under the agreement; and,
- K. limitations as to the liability of SCCIC or its individual members to one another or to others for actions related to performance of services under the agreement;
- L. dissolution notification of 120 days is required in writing to the service provider:

VIII. DURATION

This agreement will last five years from the signing of the agreement. However, agreements to extend this agreement for additional five-year periods may be enacted. Extensions require a unanimous vote of all member cities. This agreement will begin January 1, 2023 and continue through until August 31, 2028.

IX. TERMINATION

In the event any participating City chooses to terminate its participation in the Agreement, the remaining Cities may choose to terminate the Agreement in its entirety, or may choose on the following alternatives regarding the personal property interest of the terminating party:

- 1. Return to the terminating City property provided by that City or other personal property under the control of the SCCIC Board of similar, depreciated value; or
- 2. Purchase the interest of the terminating City based upon a depreciated value of the property prorated between the participating Cities, considering the source of the property or the funds expended for their purpose; or
- 3. Accept the property after the terminating city relinquishes any claim or interest in the property.

Upon complete termination of this Agreement, the SCCIC Board shall distribute the personal property under its control by returning that property supplied, given or purchased by a participating City to the City. Other property may be sold, disposed of, or donated in the discretion of the board. Any funds under the control of the SCCIC board at termination shall first be used to settle any debts or claims related to the organization, and then distributed among the participating Cities at the discretion of the SCCIC board.

X. LIABILITY

All wages, disability payments, pensions, worker's compensation claims and benefits, damage to equipment, damage to clothing, and all other claims arising from activities or duties required pursuant to this agreement shall be the sole responsibility of the individual member city which owns said equipment or employs the individual who asserts said claim. Each member city shall, in addition, be responsible for all claims or causes of action brought by their own citizens. With regard to said claims or causes of action, each member city shall indemnify and hold harmless the other parties to this agreement and other parties' officers and employees from an and all claims, demands, actions, or causes of action of whatever the nature or character, including costs of litigation and attorney fees which the latter party may incur, which may be imposed for injury to or death to persons or property described above. Under no circumstances will any member city share responsibility or liability with another member City. Also, SCCIC assumes no liability on the behalf of any of the member cities.

XI. FILING AND RECORDING

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State.

| CITY OF PRAIRIE CITY | |
|----------------------|--------|
| DATE: | (seal) |
| BY: | |
| ATTEST: CITY CLERK | |

2023 COUNCIL & COMMITTEE APPOINTMENTS

(Updated 1/9/23)

| MAYOR: | Chad Alleger | 500 W Meadow Dr. | Ph: 515-418-1172 | 2022-2023 |
|----------------|---------------|----------------------------|------------------|-----------|
| MAYOR PRO TEM: | Deb Townsend | | | |
| COUNCIL: | Deb Townsend | 604 E Plainsmen Rd | Ph: 515-210-0383 | 2020-2023 |
| | Emily Simmons | 100 E. 8 th St. | Ph: 515-783-9000 | 2022-2026 |
| | Derek Ingle | 607 N Claire St | Ph: 515-494-7465 | 2022-2023 |
| | Chris Laidig | 407 S Clark | Ph: 641-990-7900 | 2022-2023 |
| | Phil Holland | 307 S. Marshall | Ph: 641 275 5200 | 2022-2023 |

MAYOR'S APPOINTMENTS:

Mayor Pro Tempore Townsend

Budget Laidig, Simmons

Celebration Commission Holland

Economic Development Townsend

Library Simmons

Parks Ingle

Policy & Administration Ingle, Townsend

Public Safety Holland

City Attorney Brink Gentry, P.C.

Building Placement & Inspection Brett Jennings

City Administrator Jerry Moore

City Clerk/Treasurer Christie Busby

Chief of Police Matt Davenport

Code Enforcement & Animal Control Matt Davenport

E-911 Board Matt Davenport, Ryan Van Der Kamp

BOARDS OF THE CITY OF PRAIRIE CITY

| | Term Expires | Address | Phone | Cell# |
|------------------------------|-----------------|-------------------------------------|--------------|-------------------------|
| BOARD OF ADJUSTMENT | _ | | | |
| Dean Taylor | Dec. 2023 | 202 W McMurray St | 515-994-2784 | |
| Gary Johnson | Dec. 2024 | 404 W McMurray St | 515-994-3008 | |
| Larry Wenthe | Dec. 2025 | PO Box 235 | 515-994-2336 | C 515-480-4390 |
| Jim Bright | Dec. 2026 | 404 W South St | 641-521-1154 | |
| Mason Nickols | Dec. 2027 | 403 S Haley St | 515-336-2807 | |
| Chris Laidig | Council Rep. | | | |
| | | | | |
| PLANNING AND ZONING CO | | | | |
| Mike Dalton | Dec. 2023 | Box 172 | 515-994-2977 | 515-238-2025 |
| Claire Williams, Chairperson | Dec. 2024 | 208 E 8th St | 515-994-2965 | |
| Terri Rosonke | Dec. 2025 | 307 E Kayla Ln | 515-994-3281 | C 515 - 975-3827 |
| Parker Edgington | Dec. 2025 | 405 S Clark | 515-313-8967 | |
| Paul Ponder | Dec. 2026 | PO Box 431 | 515-994-3058 | C 515-208-9649 |
| Steven Williams | Dec. 2027 | 604 N Orchard St | 515-994-2568 | |
| Chris Laidig | Council Rep. | | | |
| | | | | |
| PARK BOARD | | | | |
| Chris Miller | Dec. 2024 | 200 W. 8th St. | 515-777-5425 | |
| Lonnie Wenthe | Dec. 2024 | 611 N Park | 515-975-8965 | |
| Zach Myers | Dec. 2025 | 305 S Madison | 641-891-0747 | |
| Scott Steenhoek | Dec. 2023 | 202 E Fifth | 515-305-0038 | |
| Derek Ingle | Council Rep. | | | |
| • | - | | | |
| COMMUNITY CELEBRATION | N COMMISSION | ĭ | | |
| Sherry McGinn | Dec. 2023 | 400 S Main | 515-669-1738 | |
| Amy Witte, Chairperson | Dec. 2024 | 107 E Second | 515-975-0563 | |
| Darrin Telfer | Dec. 2024 | 502 N State | 515-707-1852 | |
| Sam Mastin | Dec. 2025 | 600 E Sixth | 515-402-8817 | |
| Anne VanKirk | Dec. 2025 | 8125 S 88 th Ave W | 402-995-1953 | |
| (OPEN) | Park Board Rep. | 0125 B 00 1140 W | T02"))3 1)33 | |
| Phil Holland | Council Rep. | | | |
| Tilli Holland | Council Rep. | | | |
| | | | | |
| ECONOMIC DEVELOPMENT | | | | |
| Mitch Seiberling | Dec. 2024 | PO Box 5730, DSM, 5031 | 17 515-669-3 | 022 |
| Scott DeVries, Chairperson | Dec. 2024 | 6675 S 68th Ave W | 515-971-5 | |
| Melody Burkman | Dec. 2025 | 206 N Monroe | 515-314-82 | |
| Christy Lindsay | Dec. 2025 | 504 S Norris | 515-210-0 | |
| Max Keuning | Dec. 2023 | 808 W 2 nd St | 515-290-5 | |
| Deb Townsend | Council Rep. | 000 11 2 51 | 313 270 3 | |
| Jerry Moore | City Admin. | | | |
| | y | | | |
| LIBRARY BOARD | | | | |
| Arnie Sohn | Dec. 2025 | 307 N. Sherman | 515-994-2743 | |
| Jennifer Ladehoff | Dec. 2026 | 506 N. Sherman | 515-321-5830 | |
| Taylor Brown | Dec. 2023 | 604 W Pleasantview Dr. | 319-243-9474 | |
| Ginny Dalton | Dec. 2024 | 106 S. Dewey St | 515-994-2977 | 515-994-2681 |
| Linda Frazier | Dec. 2024 | 100 S. Dewey St 102 E. Steenhoek | 515-994-2977 | J1J-794-2001 |
| | | 102 D. SICCHHOCK | J1J=774-3U03 | |
| Emily Simmons | Council Rep. | | | |

| AMBULANCE Jody Van Der Kamp Dan Riemersma Mandi Bright Noel Lloyd Kelli Clymer Phil Holland | Director Assistant Dir. Secretary Safety Training Council Rep. | 8929 S 88 th Ave W 201 SW St 8930 W 109 St. S 301 S Norris St. 204 E 2 nd St | 515-205-5176 515-380-6841 515-201-4405 563-568-8434 515-249-2976 | |
|---|--|--|--|------------------------------|
| FIRE DEPARTMENT Ryan Van Der Kamp Tony Mosher Gene Hadsall Erik Van Der Kamp Phil Holland | Chief Asst. Chief Captain Lieutenant Council Rep. | 7089 S 96th Ave W 506 E Plainsmen 10827 S. 76 th Ave. W 200 W North St | 515-994-3258 515-994-2283 515-994-2868 515-205-0425 | 515-249-7594 515-210-7942 |

RESOLUTION 1-11-23-3 A RESOLUTION SETTING THE TIME AND PLACE OF FUTURE REGULAR 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 following future regular Prairie City Council Meetings will be at 6:30 p.m.,

February 8, 2023 March 8, 2023 April 12, 2023 May 10, 2023

Approved and adopted this 11th Day of January, 2023.

Chad D. Alleger, Mayor City of Prairie City

ATTEST

Christie Busby, City Clerk/Finance Officer City of Prairie City