



City of Prairie City, IA

CLIENT LIAISON:

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

DATE:

February 28, 2023

2023 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 & RECENTLY COMPLETED

Prairie Point Plat 1 – Townhomes & Apartments along State Street

- Developer reached out on April 6, 2022 and submitted sketch plans for the development and requested meeting with the City to discuss steps moving forward.
- Received plat from developer on May 20, 2022. MSA is currently reviewing and will send comments back to developer.
- June 13, 2022: MSA and City have finished review of the revisions and approved developer's plat to be sent on to the County Recorder.

Sacred Willow Farms Site Review – Site along Poplar Ave West of Dollar General

- Developer needs approval for site signage but otherwise site plans & revisions were approved by Council.

Commerce Drive Lift Station Pump Replacements

- MSA assisted the City in soliciting quotes for pumps from Iowa Pump Works (preferred pump provider).
- **The lift station full buildout will see the need for ~91gpm pumps installed at the lift station. (See attached memo).**
- There are currently two ~13gpm grinder pumps in the lift station that are wearing due to mainly suspended sediment within the lift station.
- MSA solicited quotes for the below four options:
 - Option A – Replace with 2 larger capacity grinder pumps (not recommended)
 - This option would not require upsizing the 2" outlets within the lift station, however grinder pumps in this location would wear quickly due to suspended sediment.
 - #A1 – 2, 50gpm grinder pumps.
 - #A2 – 2, 95gpm grinder pumps.
 - Option B – Replace with 2 larger capacity non-clog pumps (recommended approach)
 - This option would require upsizing the 2" outlets within the lift station to 4" outlets.
 - #B1 – 2, 50gpm non-clog pumps (most likely will not be permitted by DNR due to less than 2fps cleaning velocity in pumps)
 - **#B2 – 2, 95gpm non-clog pumps. (recommended pumps)**
- In addition to the estimates from Iowa Pump Works, permitting costs would be \$750

PROJECT UPDATE

TASK ORDER #19 – COMPREHENSIVE PLANNING UPDATE

At the January 9th Prairie City Comprehensive Plan Steering Committee Meeting, MSA and the committee worked to develop additional outreach methods to increase public participation in the planning process. MSA and volunteers began work following the meeting to distribute flyers advertising the opportunity to participate in the survey, and to make physical copies of the survey available at the Prairie City Public Library and City. As of February 28th, 136 responses have been collected for the community survey. MSA is working with the Prairie City Monroe School District to distribute the survey information through school newsletters. MSA is continuing to produce draft plan products and will update those based on the survey feedback as needed.

TASK ORDER #22 – CITY HALL ALLEYWAY RECONSTRUCTION & STORM SEWER

This is a project that was discussed with City Staff & Council. This would include reconstruction of the alleyway south of City Hall along with storm sewer improvements to reduce stormwater flow to the properties south of City Hall. This project would also include connecting individual water services for residences to the south of City Hall. Goal of this project is to complete construction by June of 2023 or provide temporary access during construction for Dodge Garage as the Library Expansion will begin in June of 2023.

IN PROGRESS

- Project is being bid. As of this update, currently 7 plan holders.

NEXT STEPS

- Project bids are due March 7th. Council to review on March 8th.
- Construction Administration and Observation (Under a future, separate agreement)

TASK ORDER #23 – FIRE/EMS BUILDING CIVIL DESIGN & BIDDING

MSA has discussed the project with MGA and will be preparing an agreement for design and bidding services for presentation to Council at the January 11, 2023 meeting.

NEXT STEPS

- Once design agreements are approved, move forward with Design Phase services.

TASK ORDER #24 – TRUNK WATER MAIN RELOCATION SOUTH OF WELL FIELD

MSA has prepared a proposal for review regarding relocation of the trunk water main south of the wellfield in Colfax. It is anticipated that this project will be designed and shelved until construction is necessary due to development. Proposal was reviewed with Council at the December 14, 2022 Council meeting.

NEXT STEPS

- Authorize MSA proposal to begin survey & design.

TASK ORDER #25 – LIBRARY SITE PLAN

MSA has begun the design and sheeting of the site plan for the library expansion project.

IN PROGRESS

- Design and layout of the site for the library expansion project.

PROJECT UPDATE

PHASE 2 WATER MAIN IMPROVEMENTS & ROAD RECONSTRUCTION

This project is the second phase of the water main improvements identified in the Water System Study of the City water distribution system. This project has a completed Preliminary Engineering Report (PER) which is the first step in SRF funding. In addition to the water main improvements, the City would like to reconstruct Jefferson Street from Main Street to Marshall Street and Main Street from the Bike Trail to Jefferson Street. Overall project and timelines were discussed with Council at the December 14, 2022 meeting.

NEXT STEPS

- Simmering-Cory had some preliminary questions before they begin their survey.
 - City staff getting answers to these questions.
- Once LMI survey is complete, identify project extents and prepare proposal for review by Council.
- Begin survey and design work for project.



Memo

To: City Administration, City Council
From: Kevin Gott
CC:
Date: 3-1-23
Re: February Police Report

The department logged 184 calls for service for the month of February. This number includes all calls other than business security checks that are done regularly by patrol officers.

Officers issued a total of 28 traffic citations and 26 warnings for February which is an increase from January.

The speed camera on Hwy 163 recorded 2113 validations. These numbers are up slightly from January's 1715.

Fire and EMS assist numbers were up compared to the previous month with 7 assists both in the city and with assisting other agencies and we also recorded 44 salvage vehicle inspections during the month. Inspection numbers were down partly because of weather impacting our recyclers not processing as many salvaged vehicles.

Animal complaints are up with all calls being related to loose dogs. Most of these did not have collars or tags that made it easier to return them to the owners.

Three arrests were made and 2/3 involved alcohol or drugs.

We are also averaging 5-7 phone call returns per day regarding the speed cameras. The majority are just questions relating to the citation itself but a few are very hostile and argumentative.

Prairie City Police Department
Summary of Department Activity For the Month of February

Total Number of Calls For Service:	184
(Persons):	41
(Businesses):	3
(Government Agencies):	55
(Other):	85

Traffic Accidents Investigated:	1
Traffic Citations Issued:	28
GTSB Citations:	
Criminal Investigations Initiated:	16
*Photo Camera Citations Verified:	2113

Warnings Issued:	26
GTSB Warnings:	

Total Criminal Charges Filed:	3
Number of Adult Charges:	3
Number of Juvenile Charges:	0

Arrests Made:	3
Arrests for Other Agencies:	0
Arrest Warrants Issued:	0
Mental Health Calls/Transports:	3
Motorist Assist:	13
Vacation Checks:	2
Salvage Vehicle Insections:	44

* Photo Camera Numbers are what are verified by us and sent to BLS

Wednesday, March 01, 2023

Prairie City Police Department

Activity Summary

Reporting Period: 2/1/2023 Through 2/28/2023

Activity	215	291	294	296	Totals
Administrative	0	3	2	0	5
Arrest	0	3	0	0	3
Business Contact	0	3	0	33	36
Citizen Contact	2	17	8	8	35
Disturbance	1	0	1	0	2
Government Contact	0	36	16	19	71
Investigation	0	1	0	1	2
Motorist Assist	0	8	4	1	13
PCPD	0	0	3	0	3
Salvage Inspection	0	0	3	10	13
Traffic Accident	0	0	1	0	1
Traffic Violation	6	21	7	15	49
Totals:	9	92	45	87	233

Prairie City Police Department

Zone Activity Report for 01 NW Quad

Reporting Period: 2/1/2023 Through 2/28/2023

20 Activities broke down as follows

Business Contact

Security Check 5

Total: 5

Citizen Contact

Animal Complaint 3

Civil 2

Public Assist 1

Vacation Watch 4

Total: 10

Government Contact

EMS Assist 1

Security Check 1

Total: 2

Investigation

Child Abuse 1

Total: 1

Motorist Assist

Unlock Vehicle 2

Total: 2

Prairie City Police Department

Zone Activity Report for 02 NE Quad

Reporting Period: 2/1/2023 Through 2/28/2023

24 Activities broke down as follows

Administrative

Monthly Meeting

1

Total:

1

Arrest

Other

1

Total:

1

Business Contact

Security Check

10

Total:

10

Citizen Contact

Animal Complaint

2

Camera Citation PBX/Question

2

Suspicious Activity

1

Total:

5

Disturbance

Other

1

Total:

1

Government Contact

Security Check

1

Total:

1

PCPD

Information

1

Total:

1

Salvage Inspection

Business

1

Individual

2

Total:

3

Traffic Violation

Citation

1

Total:

1

Prairie City Police Department

Zone Activity Report for 03 SW Quad

Reporting Period: 2/1/2023 Through 2/28/2023

27 Activities broke down as follows

Administrative

Report Writing	1
Total:	1

Arrest

OWI	1
Total:	1

Business Contact

Security Check	11
Total:	11

Citizen Contact

Animal Complaint	1
Civil	1
Mental Health Issue	1
Public Assist	2
Vacation Watch	4
Total:	9

Disturbance

Other	1
Total:	1

Government Contact

Security Check	2
Total:	2

Investigation

Forgery	1
Total:	1

Traffic Violation

Written Warning	1
Total:	1

Prairie City Police Department

Zone Activity Report for 04 SE Quad

Reporting Period: 2/1/2023 Through 2/28/2023

62 Activities broke down as follows

Administrative

Monthly Meeting	1
Total:	1

Business Contact

Security Check	7
Total:	7

Citizen Contact

Camera Citation PBX/Question	1
Civil	1
Parking Violation	4
Suspicious Activity	1
Total:	7

Government Contact

City Assist	1
EMS Assist	4
School Assist	7
School Patrol	22
Security Check	4
Total:	38

Motorist Assist

Disabled Vehicle	1
Patrol/Traffic Enforcement	1
Total:	2

Salvage Inspection

Individual	6
Total:	6

Traffic Violation

Citation	1
Total:	1

Prairie City Police Department

Zone Activity Report for 05 Hwy 163

Reporting Period: 2/1/2023 Through 2/28/2023

65 Activities broke down as follows

Arrest

Drivng While Barred

1

Total:

1

Citizen Contact

Reckless Driver

1

Total:

1

Government Contact

Fire Department Assist

1

JCSO Assist

1

Monroe PD Assist

6

Total:

8

Motorist Assist

Disabled Vehicle

6

Object in Road

1

Road Conditions

1

Total:

8

Traffic Accident

Reportable P.I.

1

Total:

1

Traffic Violation

Citation

25

Written Warning

21

Total:

46

Prairie City Police Department

Zone Activity Report for 06 Other

Reporting Period: 2/1/2023 Through 2/28/2023

34 Activities broke down as follows

Administrative

Administrative Meeting	1
County Attorney	1
Total:	2

Business Contact

Extra Patrol	3
Total:	3

Citizen Contact

Harassment	1
Reckless Driver	1
Total:	2

Government Contact

City Assist	1
Colfax PD Assist	4
Fire Department Assist	1
Ia. State Patrol Assist	1
Monroe PD Assist	5
Security Check	8
Total:	20

Motorist Assist

Road Conditions	1
Total:	1

PCPD

Other	2
Total:	2

Salvage Inspection

Business	4
Total:	4

Prairie City Police Department
Officer's Activity Detail

Reporting Period: 2/1/2023 Through 2/28/2023

RESERVE OFFICER TERESA SMITH #215

13

Calls For Service	9	1 Assists	10 Total
Investigations	0	0 Assists	0 Total
Criminal Charges	0	0 Assists	0 Total
Traffic Citations	0	3 Assists	3 Total
Written Warnings	5		
Verbal Warnings	0		

POLICE OFFICER NICHOLAS ALDRICH #291

100

Calls For Service	92	2 Assists	94 Total
Investigations	0	0 Assists	0 Total
Criminal Charges	0	0 Assists	0 Total
Traffic Citations	6	0 Assists	6 Total
Written Warnings	13		
Verbal Warnings	0		

OFFICER KEVIN GOTT #294

46

Calls For Service	45	1 Assists	46 Total
Investigations	0	0 Assists	0 Total
Criminal Charges	0	0 Assists	0 Total
Traffic Citations	0	0 Assists	0 Total
Written Warnings	1		
Verbal Warnings	0		

OFFICER WILLIAM SICKELS #296

87

Calls For Service	87	0 Assists	87 Total
Investigations	0	0 Assists	0 Total
Criminal Charges	0	0 Assists	0 Total
Traffic Citations	0	0 Assists	0 Total
Written Warnings	3		
Verbal Warnings	0		



SHOMO-MADSEN-UMBLE INSURANCE

402 W. 2nd St. • Prairie City, IA 50228 • 515-994-2446 • 111 E. Sherman St. • Monroe, IA 50170 • 641-259-3076

City of Prairie City

2023 EMC Insurance Renewal

On the following page is the three year comparison of the City's EMC insurance premiums by line of insurance. Inflation and catastrophic weather events continue to cause premiums to rise.

In looking back through the years, I noticed the total blanket coverage of Commercial Property for the City in 2017 was \$8,361,894. Rapidly increasing construction costs, especially in the past three years, have pushed the 2023 Property blanket to \$14,945,793. In just six years, the City's building values have increased close to 80%.

For the Commercial Property line of coverage, EMC provides blanket coverage, which means that the entire blanket amount can be used to replace any building, contents belonging to the City or structure in the open that has an insurable loss.

Also attached is the Statement of Values, which describes the value given to each property the City owns and the list of vehicles that the City owns.

The City of Prairie City continues to have very few claims, which is helping immensely to keep premiums as low as possible.

Here at Shomo-Madsen-Umbles Insurance, we appreciate the opportunity to be Prairie City's agent. We are happy to help in any way with your insurance needs. Please don't hesitate to let us know whenever there are questions or concerns. We are here to help.

Sincerely,

Melanie Umble

Shomo-Madsen-Umbles Insurance



Independent Insurance Agent



SHOMO-MADSEN-UMBLE INSURANCE

402 W. 2nd St. • Prairie City, IA 50228 • 515-994-2446 • 111 E. Sherman St. • Monroe, IA 50170 • 641-259-3076

City of Prairie City – Three year comparison of EMC's premiums

Here is the break-down of each component of the City's policy with the corresponding EMC renewal quote for 2023 for the City's review. The total property blanket coverage has increased from 2022's \$12,525,005 to this year's \$14,945,793 to more closely represent full replacement cost for the buildings, contents and outdoor structures.

	<u>2023</u>	<u>2022</u>	<u>2021</u>	
Property	\$ 34,839.00	\$ 25,504.00	\$ 19,952.00	\$2,500 deductible
	\$ 33,758.00 – to change deductible to \$5,000.			
Liability	7,556.	7,461.	7,073.	
Crime	117.	117.	108.	
Inland Marine	863.	829.	829.	\$500 deductible
Automobile	9,816.	10,674.	8,800.	\$500 comp/collision deductibles
Linebacker	4,898.	3,933.	3,160.	
Law Enforcement	3,485.	2,803.	1,874.	
Cyber Insurance	2,114.	1,595.	1,200.	
Umbrella	1,034.	1,066.	947.	
	<hr/>	<hr/>	<hr/>	
\$2,500 deductible	\$ 64,722.00	\$ 53,982.00	\$ 43,943.00	Annual Premium
\$5,000 deductible	\$ 63,641.00			



Independent Insurance Agent



CONDITIONAL

EMCASCO INSURANCE COMPANY
PRAIRIE CITY CITY

QUOTE NUMBER E669581-03
EFF DATE: 04/01/23 EXP DATE: 04/01/24

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

COVERED AUTO DESCRIPTION / COVERAGE . PREMIUM

LOC: 001 203 E JEFFERSON ST
PRAIRIE CITY IA. 50228-7752

VEH NO 1 TERR: 123
2007 CHEVROLET SILVERADO PICKUP ID NO 1GCEC19X17Z115781.
ADDITIONAL INFORMATION:
COST NEW: 25960 RADIUS: LOCAL USE: SERVICE .
AGE: LIAB-L PHYS-L .
LIGHT TRUCK CLASS: 01499 .
COVERED AUTOS LIABILITY . \$ 347.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 128.00
\$ 500 DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO
(A MAXIMUM DEDUCTIBLE MAY ALSO APPLY REFER TO COVERAGE FORM
FOR DETAILS.)

SEE ITEM FOUR FOR HIRED OR BORROWED AUTOS

COLLISION	ACV	500 DED	.	77.00
TOTAL VEHICLE PREMIUM			.\$	609.00

VEH NO 2 TERR: 123
2009 INTERNATIONAL 7300 SFA TRUCK ID NO 1HTWAAAN49J156849.
ADDITIONAL INFORMATION:
COST NEW: 55100 RADIUS: LOCAL USE: SERVICE .
AGE: LIAB-J PHYS-J .
HEAVY TRUCK CLASS: 31499 .
COVERED AUTOS LIABILITY . \$ 436.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 189.00
\$ 500 DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO
(A MAXIMUM DEDUCTIBLE MAY ALSO APPLY REFER TO COVERAGE FORM
FOR DETAILS.)

SEE ITEM FOUR FOR HIRED OR BORROWED AUTOS

COLLISION	ACV	500 DED	.	164.00
TOTAL VEHICLE PREMIUM			.\$	846.00

AS QUOTED ON: 02/27/23 (BPP)



CONDITIONAL

EMCASCO INSURANCE COMPANY
PRAIRIE CITY CITY

QUOTE NUMBER E669581-03
EFF DATE: 04/01/23 EXP DATE: 04/01/24

VEH NO 3 TERR: 123 ID NO 53BTEL427DA008257.
2013 LOOK UTILITY TRAILER
ADDITIONAL INFORMATION:
COST NEW: 4195 RADIUS: LOCAL USE: NA .
AGE: LIAB-F PHYS-F .
TRAILER CLASS: 68499 .
COVERED AUTOS LIABILITY . \$ 26.00
COMPREHENSIVE ACV 500 DED . 51.00
\$ 500 DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO
(A MAXIMUM DEDUCTIBLE MAY ALSO APPLY REFER TO COVERAGE FORM
FOR DETAILS.)

SEE ITEM FOUR FOR HIRED OR BORROWED AUTOS

COLLISION	ACV	500 DED		
			TOTAL VEHICLE PREMIUM	\$ 43.00
				\$ 120.00

VEH NO 4 TERR: 123 ID NO 1GB3KZCG4CF190184.
2012 CHEVY SILVERADO K3500
ADDITIONAL INFORMATION:
COST NEW: 31825 RADIUS: LOCAL USE: SERVICE .
AGE: LIAB-G PHYS-G .
MEDIUM TRUCK CLASS: 21499 .
COVERED AUTOS LIABILITY . \$ 387.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 180.00
\$ 500 DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO
(A MAXIMUM DEDUCTIBLE MAY ALSO APPLY REFER TO COVERAGE FORM
FOR DETAILS.)

SEE ITEM FOUR FOR HIRED OR BORROWED AUTOS

COLLISION	ACV	500 DED		
			TOTAL VEHICLE PREMIUM	\$ 108.00
				\$ 732.00

VEH NO 5 TERR: 123 ID NO 1C6RR7FTXDS684337.
2013 DODGE RAM QUAD CAB
ADDITIONAL INFORMATION:
COST NEW: 32970 RADIUS: LOCAL USE: SERVICE .
AGE: LIAB-F PHYS-F .
LIGHT TRUCK CLASS: 01499 .
COVERED AUTOS LIABILITY . \$ 399.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED

AS QUOTED ON: 02/27/23 (BPP)

CONDITIONAL



EMCASCO INSURANCE COMPANY
PRAIRIE CITY CITY

QUOTE NUMBER E669581-03
EFF DATE: 04/01/23 EXP DATE: 04/01/24

COMPREHENSIVE ACV 500 DED . 180.00
\$ 500 DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO
(A MAXIMUM DEDUCTIBLE MAY ALSO APPLY REFER TO COVERAGE FORM
FOR DETAILS.)

SEE ITEM FOUR FOR HIRED OR BORROWED AUTOS

COLLISION ACV 500 DED . 123.00
TOTAL VEHICLE PREMIUM \$. 759.00

VEH NO 6 TERR: 123
2016 FORD EXPLORER ID NO 1FM5K8AR8GGD32955.
ADDITIONAL INFORMATION:
COST NEW: 34470 RADIUS: USE: NA .
AGE: LIAB-c PHYS-C .
LAW ENFORCE PRIV PASS CLASS: 7911 .
COVERED AUTOS LIABILITY \$. 475.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 237.00
\$ 500 DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO
(A MAXIMUM DEDUCTIBLE MAY ALSO APPLY REFER TO COVERAGE FORM
FOR DETAILS.)

SEE ITEM FOUR FOR HIRED OR BORROWED AUTOS

COLLISION ACV 500 DED . 274.00
TOTAL VEHICLE PREMIUM \$. 1,076.00

VEH NO 7 TERR: 123
2014 FORD F450 SD LIFE LINE AMBULANCE ID NO 1FDUF4HT6EEA61655.
ADDITIONAL INFORMATION:
COST NEW: 130000 RADIUS: USE: NA .
AGE: LIAB-e PHYS-E .
AMBULANCE CLASS: 7919 .
COVERED AUTOS LIABILITY \$. 854.00
UNINSURED MOTORISTS . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 139.00
\$ 500 DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO
(A MAXIMUM DEDUCTIBLE MAY ALSO APPLY REFER TO COVERAGE FORM
FOR DETAILS.)

SEE ITEM FOUR FOR HIRED OR BORROWED AUTOS

COLLISION ACV 500 DED . 208.00
TOTAL VEHICLE PREMIUM \$. 1,258.00

AS QUOTED ON: 02/27/23 (BPP)



CONDITIONAL

EMCASCO INSURANCE COMPANY
PRAIRIE CITY CITY

QUOTE NUMBER E669581-03
EFF DATE: 04/01/23 EXP DATE: 04/01/24

VEH NO 8 TERR: 123
2019 DODGE CHARGER ID NO 2C3CDXKT8KH514781.
ADDITIONAL INFORMATION:
COST NEW: 35495 RADIUS: USE: NA
AGE: LIAB-5 PHYS-5
LAW ENFORCE PRIV PASS CLASS: 7911
COVERED AUTOS LIABILITY \$. 475.00
UNINSURED MOTORISTS INCLUDED
UNDERINSURED MOTORISTS INCLUDED
COMPREHENSIVE ACV 500 DED 340.00
\$ 500 DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO
(A MAXIMUM DEDUCTIBLE MAY ALSO APPLY REFER TO COVERAGE FORM
FOR DETAILS.)

SEE ITEM FOUR FOR HIRED OR BORROWED AUTOS

COLLISION	ACV	500 DED	
		TOTAL VEHICLE PREMIUM	\$. 1,298.00

VEH NO 9 TERR: 123
2021 CHEVROLET SILVERADO ID NO 1GC5YLE71MF117644.
ADDITIONAL INFORMATION:
COST NEW: 50265 RADIUS: LOCAL USE: SERVICE
AGE: LIAB-3 PHYS-3
MEDIUM TRUCK CLASS: 21499
COVERED AUTOS LIABILITY \$. 494.00
UNINSURED MOTORISTS INCLUDED
UNDERINSURED MOTORISTS INCLUDED
COMPREHENSIVE ACV 500 DED 372.00
\$ 500 DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO
(A MAXIMUM DEDUCTIBLE MAY ALSO APPLY REFER TO COVERAGE FORM
FOR DETAILS.)

SEE ITEM FOUR FOR HIRED OR BORROWED AUTOS

COLLISION	ACV	500 DED	
		TOTAL VEHICLE PREMIUM	\$. 1,228.00

VEH NO 10 TERR: 123
2021 DODGE DURANGO TRUCK ID NO 1C4SDJFTXMC725131.
ADDITIONAL INFORMATION:
COST NEW: 38995 RADIUS: USE: NA
AGE: LIAB-3 PHYS-3
LAW ENFORCE PRIV PASS CLASS: 7911
COVERED AUTOS LIABILITY \$. 475.00
UNINSURED MOTORISTS INCLUDED
UNDERINSURED MOTORISTS INCLUDED

AS QUOTED ON: 02/27/23 (BPP)

CONDITIONAL



EMCASCO INSURANCE COMPANY
PRAIRIE CITY CITY

QUOTE NUMBER E669581-03
EFF DATE: 04/01/23 EXP DATE: 04/01/24

COMPREHENSIVE	ACV	500 DED	.	392.00
\$ 500 DEDUCTIBLE FOR ALL PERILS FOR EACH COVERED AUTO				
(A MAXIMUM DEDUCTIBLE MAY ALSO APPLY REFER TO COVERAGE FORM FOR DETAILS.)				

SEE ITEM FOUR FOR HIRED OR BORROWED AUTOS

COLLISION	ACV	500 DED	.	462.00
TOTAL VEHICLE PREMIUM				\$. 1,419.00

PREMIUM SUMMARY				
COVERED AUTOS LIABILITY			.\$	4,368.00
UNINSURED MOTORISTS			.	102.00
UNDERINSURED MOTORISTS			.	510.00
COMPREHENSIVE			.	2,208.00
COLLISION			.	2,157.00

TOTAL				\$. 9,345.00

AS QUOTED ON: 02/27/23 (BPP)



CONDITIONAL

EMCASCO INSURANCE COMPANY
PRAIRIE CITY CITY

EFF DATE: 04/01/23

QUOTE NO: A669581-07
EXP DATE: 04/01/24

STATEMENT OF VALUES

Construction/Occupancy	Coverage	100% Values	Value Type

Loc No: 001 11137 HIGHWAY F48 W COLFAX, IA 50054			
Building Number 001			
1 STORY FRAME BLDG	BUILDING	\$ 156,926	RC
IN PROTECTION CLASS 05	PERSONAL PROPERTY	\$ 23,172	RC
PUMP HOUSE (NORTH)			

Building Number 002			
1 STORY FRAME BLDG	BUILDING	\$ 156,926	RC
IN PROTECTION CLASS 05	PERSONAL PROPERTY	\$ 23,172	RC
PUMP HOUSE (SOUTH)			

Loc No: 002 203 W 2ND ST PRAIRIE CITY, IA 50228			
Building Number 001			
1 STORY FRAME BLDG	BUILDING	\$ 60,659	RC
IN PROTECTION CLASS 06	PERSONAL PROPERTY	\$ 133,793	RC
MAINTENANCE SHED			

Loc No: 003 901 W 2ND ST PRAIRIE CITY, IA 50228			
Building Number 001			
1 STORY NON-COMBUST BLDG	BUILDING	\$ 2,267,000	RC
IN PROTECTION CLASS 06	PERSONAL PROPERTY	\$ 16,071	RC
WATER PLANT	PROPERTY IN THE OPEN -	\$ 17,816	RC
	WALL, ENTRANCE SIGN &		
	LIGHTS		

Loc No: 004 203 E JEFFERSON ST PRAIRIE CITY, IA 50228-7752			
Building Number 001			
1 STORY JSTD MAS BLDG	BUILDING	\$ 1,136,668	RC
IN PROTECTION CLASS 06	PERSONAL PROPERTY	\$ 193,032	RC
FIRE STATION/CITY HALL	PROPERTY IN THE OPEN -	\$ 28,804	RC
	CIVIL DEFENSE/TORNADO		
	SIREN		

AS QUOTED ON: 02/28/23 (BPP)

CONDITIONAL

EMCASCO INSURANCE COMPANY
PRAIRIE CITY CITY

EFF DATE: 04/01/23

QUOTE NO: A669581-07
EXP DATE: 04/01/24

S T A T E M E N T O F V A L U E S

Loc No: 005 9380 S 88TH AVE W
PRAIRIE CITY, IA 50228

Building Number 001

1 STORY MOD FR RES BLDG	BUILDING INCLUDING	\$ 7,599,133	RC
IN PROTECTION CLASS 06	PROCESS TANK STRUCTURES		
WASTE WATER TREATMENT PLANT	AND EQUIPMENT, HEADWORKS		
	STRUCTURE AND EQUIPMENT,		
	MAINTENANCE STRUCTURE,		
	ELECTRICAL EQUIPMENT,		
	GENERATOR,		
	INSTRUMENTATION AND		
	CONTROLS		
	PERSONAL PROPERTY	\$ 1,484	RC

Loc No: 006 201 W 2ND ST
PRAIRIE CITY, IA 50228

Building Number 001

1 STORY BLDG	PROPERTY IN THE OPEN -	\$	1,058,581	RC
IN PROTECTION CLASS 06	WATER TOWER			
WATER TOWER	PROPERTY IN THE OPEN -	\$	28,804	RC
	CIVIL DEFENSE/TORNADO			
	SIREN			

Loc No: 007 503 S STATE ST
PRAIRIE CITY, IA 50228

Building Number 001

1 STORY JSTD MAS BLDG	BUILDING	\$	433,229	RC
IN PROTECTION CLASS 06	PERSONAL PROPERTY	\$	5,405	RC
COMMUNITY BUILDING	PROPERTY IN THE OPEN -	\$	27,431	RC
	PLAYGROUND EQUIPMENT			

Loc No: 008 301 E JEFFERSON ST
PRAIRIE CITY, IA 50228

Building Number 001

1 STORY BLDG	PROPERTY IN THE OPEN	\$	57,210	RC
IN PROTECTION CLASS 06				
LIGHT POLES AT TENNIS COURT &				
SOFTBALL FIELD				

AS QUOTED ON: 02/28/23 (BPP)

CONDITIONAL



EMCASCO INSURANCE COMPANY
PRAIRIE CITY CITY

EFF DATE: 04/01/23

QUOTE NO: A669581-07
EXP DATE: 04/01/24

STATEMENT OF VALUES

Loc No: 009 203 W 2ND ST
PRAIRIE CITY, IA 50228

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$	8,840	RC
IN PROTECTION CLASS 06				
GARAGE				

Loc No: 010 101 S MARSHALL ST
PRAIRIE CITY, IA 50228

Building Number 001

1 STORY JSTD MAS BLDG	BUILDING	\$	34,659	RC
IN PROTECTION CLASS 06	PROPERTY IN THE OPEN -	\$	22,273	RC
BAND STAND	DECORATIVE LAMP POSTS			
	PROPERTY IN THE OPEN -	\$	38,013	RC
	GRANITE MEMORIAL MARKER			

Loc No: 011 100 E 5TH ST
PRAIRIE CITY, IA 50228-7765

Building Number 001

1 STORY JSTD MAS BLDG	BUILDING	\$	415,505	RC
IN PROTECTION CLASS 06	PERSONAL PROPERTY	\$	208,915	RC
OLD LIBRARY				

Loc No: 012 304 W ASHLYN LANE
PRAIRIE CITY, IA 50228

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$	3,204	RC
IN PROTECTION CLASS 06				
STORAGE SHED				

Building Number 002

1 STORY FRAME BLDG	BUILDING	\$	87,505	RC
IN PROTECTION CLASS 06				
STORAGE AND RESTROOMS				

Building Number 003

1 STORY FRAME BLDG	BUILDING-RESTROOM	\$	153,888	RC
IN PROTECTION CLASS 06	PROPERTY IN THE OPEN -	\$	47,511	RC
RECREATIONAL PARK	PLAYGROUND EQUIPMENT			

AS QUOTED ON: 02/28/23 (BPP)



CONDITIONAL

EMCASCO INSURANCE COMPANY
PRAIRIE CITY CITY

EFF DATE: 04/01/23

QUOTE NO: A669581-07
EXP DATE: 04/01/24

STATEMENT OF VALUES

Loc No: 013 305 PRAIRIE DR
PRAIRIE CITY, IA 50228

Building Number 001

1 STORY JSTD MAS BLDG	BUILDING-RESTROOM	\$ 130,808	RC
IN PROTECTION CLASS 06	PROPERTY IN THE OPEN -	\$ 30,680	RC
PARK	BUFFALO SCULPTURE		
	PROPERTY IN THE OPEN -	\$ 6,858	RC
	PICNIC TABLE SHELTERS AND		
	KIOSK/SIGNS		

Loc No: 014 807 W 2ND ST
PRAIRIE CITY, IA 50228-8589

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$ 30,173	RC
IN PROTECTION CLASS 06	PERSONAL PROPERTY	\$ 27,979	RC
MORTON STORAGE BLDG			

Loc No: 015 800 N STATE ST
PRAIRIE CITY, IA 50228

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$ 1,479	RC
IN PROTECTION CLASS 06	PERSONAL PROPERTY	\$ 685	RC
CEMETERY	PROPERTY IN THE OPEN -	\$ 5,488	RC
	GRANITE WAR MEMORIAL &		
	FLAG		

Loc No: 016 S COMMERCE DR
PRAIRIE CITY, IA 50228

Building Number 001

1 STORY NON-COMBUST BLDG	BUILDING	\$ 111,250	RC
IN PROTECTION CLASS 06			
LIFT STATION			

Loc No: 017 100 S MARSHALL ST
PRAIRIE CITY, IA 50228-7732

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$ 151,678	RC
IN PROTECTION CLASS 06	PERSONAL PROPERTY	\$ 3,086	RC
NEW LIBRARY			

AS QUOTED ON: 02/28/23 (BPP)

CONDITIONAL



EMCASCO INSURANCE COMPANY
PRAIRIE CITY CITY

EFF DATE: 04/01/23

QUOTE NO: A669581-07
EXP DATE: 04/01/24

S T A T E M E N T O F V A L U E S

TOTAL BUILDING \$	12,939,530 RC
TOTAL PERSONAL PROPERTY \$	636,794 RC
TOTAL PROPERTY IN THE OPEN \$	1,369,469 RC
<hr/>	
COMBINED TOTAL \$	14,945,793

1. Values shown must be 100% actual cash value or replacement cost and should reflect coverage basis for each item of buildings, personal property or both.
2. Value shall be submitted to insurance company, subject to its acceptance.
3. Nothing contained in these instructions shall be construed as changing in any manner the conditions of this policy.
4. The company may require this statement of values to be signed by the insured or in the case of firms, by a partner or an officer.

All values submitted are correct to the best of my knowledge and belief.

SIGNED: _____

TITLE: _____ DATE: _____

AS QUOTED ON: 02/28/23 (BPP)

RESOLUTION NO. 3-8-23-2

RESOLUTION SETTING A PUBLIC HEARING FOR 2023/2024 BUDGET

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

The City Council of the City of Prairie City, Iowa, hereby approves setting a public hearing for the 2023/2024 Budget for the City Council meeting on April 12, 2023.

Approved and adopted this 8th day of March, 2023.

Chad D Alleger, Mayor

ATTEST:

Christie Busby, City Clerk/Finance Officer

RESOLUTION NO. 3-8-23-3

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATE OF COST FOR ALLEY PROJECT LOCATED SOUTH OF CITY HALL**

WHEREAS, the City Council set the bid letting date and bid opening for the Alley reconstruction project located south of City Hall for March 7, 2023 at 2:00 PM at City Hall, and

WHEREAS, the City Council set a public hearing on the Alley Reconstruction project located south of city hall to approve plans, specifications, form of contract, and estimate of cost for the City Council meeting on March 8, 2023, at 6:30 PM.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Prairie City, IA adopts Resolution 3-8-23-3 in support of approving plans, specifications, form of contract, and estimate of cost on the Alley Reconstruction project located south of city hall at the City Council meeting March 8, 2023, at 6:30 PM.

Passed and approved March 8, 2023.

Chad D. Alleger, Mayor

Attest:

Christie Busby, City Clerk/Finance Officer

PROJECT SCHEDULE

MSA anticipates the following estimated project schedules:

TASK NAME	START DATE	END DATE	DURATION (CAL DAYS)	PROGRESS
FY23 & FY24 Project Schedules				
Comprehensive Plan	8/1/22	4/15/23	258	60%
City Hall Alleyway Design & Construction ⁽¹⁾	12/14/22	7/14/23	213	35%
Library Construction ⁽¹⁾	6/1/23	12/1/23	184	
Fire/EMS Building Design & Construction ⁽⁴⁾	3/8/23	10/1/24	574	
P2 Water Main Improvements Design & SRF ⁽²⁾	4/12/23	12/27/23	260	
P2 Water Main Improvements Bidding & Construction ⁽²⁾	2/1/24	9/2/24	235	
Trunk Water Relocation In Colfax Design ⁽³⁾	6/1/23	9/8/23	100	
Library Site Plan	2/14/23	3/15/23	30	50%

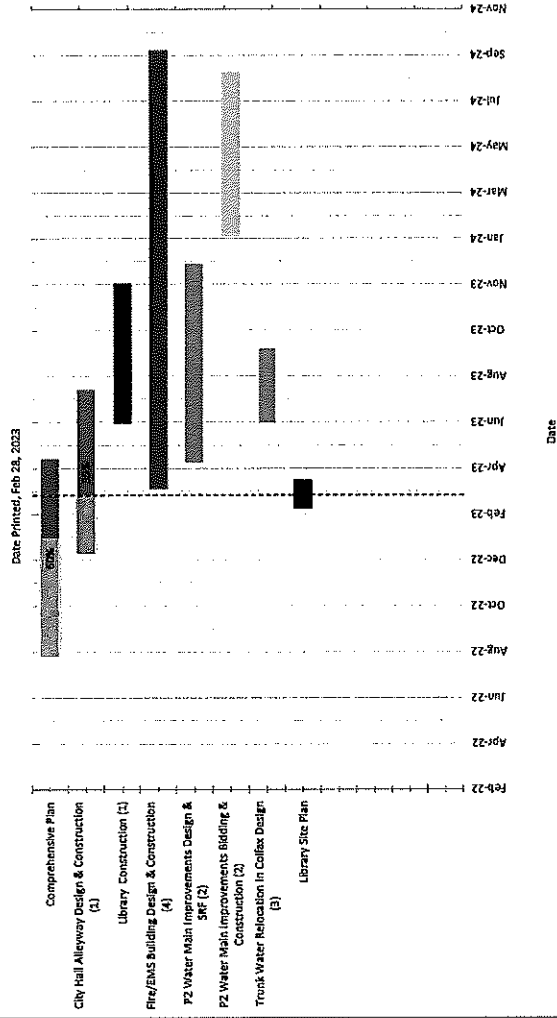
(1) Library improvements anticipated to begin June of 2023. Target alleyway reconstruction pavement complete prior to start of library to maintain access to Dodge Garage. Duration of construction is assumed.

(2) Phase 2 Water Main Improvements includes road reconstruction along Jefferson St from Main to Marshall and Main St from Jefferson St to the Blue Trail. This project is anticipated to be paid with SRF for the water main portion, if utilizing this funding method, project would be anticipated to begin construction in spring of 2024. SRF applications are due quarterly, with review/approval taking roughly 5 months.

(3) Trunk Water Relocation in Colfax agreement has been presented to Council for review/approval.

(4) Bidding mid/late summer of '23, with construction start fall of '23, conservative estimate for building occupancy would be fall of '24.

City of Prairie City Capital Improvements



Date Printed: 2/28/2023

RESOLUTION NO. 3-8-23-4

**RESOLUTION AWARDING CONTRACT FOR ALLEY PROJECT LOCATED SOUTH OF
CITY HALL**

WHEREAS, the City Council set the bid letting date and bid opening for the Alley reconstruction project located south of City Hall for March 7, 2023 at 2:00 PM, at City Hall, and

WHEREAS, all bids were opened and reviewed on March 7, 2023 at 2:00 PM for the Alley reconstruction project located south of City Hall, and

WHEREAS, the City Council set a public hearing on the Alley Reconstruction project located south of city hall to approve plans, specifications, form of contract, and estimate of cost at the City Council meeting on March 8, 2023, at 6:30 PM, and

WHEREAS, the City Council reviewed and approved plans, specifications, form of contract, and estimate of cost for the Alley Reconstruction project located south of City Hall at the City Council meeting on March 8, 2023 at 6:30 PM.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Prairie City, IA adopts Resolution 3-8-23-4 awarding the Alley Reconstruction project located south of city hall to the lowest responsible bidder at the City Council meeting on March 8, 2023, at 6:30 PM.

Passed and approved March 8, 2023.

Chad D. Alleger, Mayor

Attest:

Christie Busby, City Clerk/Finance Officer

RESOLUTION NO. 3-8-23-5

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATE OF COST FOR NEW LIBRARY RENOVATION PROJECT**

WHEREAS, the City Council set the bid letting date and bid opening for the new Library Renovation project for Wednesday, February 22, 2023 at noon at City Hall, and

WHEREAS, the City Council set a public hearing on the new Library Renovation project to approve plans, specifications, form of contract, and estimate of cost at the City Council meeting on March 8, 2023, at 6:30 PM.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Prairie City, IA adopts Resolution 3-8-23-5 in support of approving plans, specifications, form of contract, and estimate of cost for the new Library Renovation project at the City Council meeting March 8, 2023, at 6:30 PM.

Passed and approved March 8, 2023.

Chad D. Alleger, Mayor

Attest:

Christie Busby, City Clerk/Finance Officer

RESOLUTION NO. 3-8-23-6

**RESOLUTION AWARDING CONTRACT FOR THE NEW LIBRARY RENOVATION
PROJECT**

WHEREAS, the City Council set the bid letting date and bid opening for the Alley reconstruction project located south of City Hall for February 22, 2023 at noon, at City Hall, and

WHEREAS, all bids were opened and reviewed on February 22, 2023 at noon, and

WHEREAS, the City Council held a public hearing on the new Library Renovation project to approve plans, specifications, form of contract, and estimate of cost at the City Council meeting on March 8, 2023, at 6:30 PM, and

WHEREAS, the City Council reviewed and approved plans, specifications, form of contract, and estimate of cost for the Alley Reconstruction project located south of City Hall.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Prairie City, IA adopts Resolution 3-8-23-6 awarding the new Library Renovation project to the lowest responsible bidder, Accurate Commercial for \$987,000 at the City Council meeting on March 8, 2023, at 6:30 PM.

Passed and approved March 8, 2023.

Chad D. Alleger, Mayor

Attest:

Christie Busby, City Clerk/Finance Officer

SECTION 00 41 13

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Prairie City (Owner)
203 E Jefferson Street
Prairie City, IA 50228

1.02 FOR:

- A. Project: Prairie City Public Library Relocation
100 Marshall Street
Prairie City, IA 50228

DATE: 2/22/23 (Bidder to enter date)

1.03 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name Accurate Commercial
1. Address 9500 University Ave., Suite 2112 Fax _____
2. City, State, Zip West Des Moines, IA 50266 Phone 515-333-5160

1.04 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Vermillion Design Group LLP for the above-mentioned project, we, the undersigned, hereby offer to enter a Contract to perform the Work for the Sum of:
- B. * Nine hundred eighty seven thousand dollars
* (\$ \$987,000.00), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders
- F. All applicable federal taxes are included and State of Iowa taxes are included in the Bid Sum.

1.05 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty (30) days from the bid closing date.
- B. If this bid is accepted by Owner within the time stated above, we will:
1. Execute the Agreement within seven (7) days of receipt of Notice of Award.
 2. Furnish the required bonds within ten (10) days of receipt of Notice of Award.

- C. If this bid is accepted within the time stated, and we fail to commence the work or fail to Provide the required Bind(s), the security deposit (\$3000) shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME


- A. If this Bid is accepted, we will:
- B. Commence work as agreed upon with the owner after written Notice to Proceed of this bid.
- OR
- C. Commence work on or around 10th day of March 2023.
- D. Substantially complete the work by 18th day of January 2024.
- E. Complete the work on 30th day of January 2024.

1.11 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # <u>1</u> Dated <u>January 30, 2023</u>	5. Addendum #5 Dated February 17, 2023
2. Addendum # <u>2</u> Dated <u>January 29, 2023</u>	6. Addendum #6 Dated February 17, 2023
3. Addendum # <u>3</u> Dated <u>February 8, 2023</u>	
4. Addendum # <u>4</u> Dated <u>February 13, 2023</u>	

1.12 BID FORM SIGNATURE(S)

- A. Accurate Commercial 
- B. (Bidder - print the full name of your firm)
- C. Todd Heuermann ~ Project Manager
- D. (Authorized signing officer, Title)

END OF BID FORM

Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Accurate Commercial, LLC
9500 University Ave., Ste 2112
West Des Moines, IA 50266

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Three Thousand And No/100

PROJECT:

(Name, location or address, and Project number, if any)

Prairie City Public Library Renovation and Relocation - Prairie City, IA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of February

2023

Accurate Commercial, LLC

(Principal)

(Seal)

(Witness)

(Title)

Merchants National Bonding, Inc.

(Surety)

(Seal)

(Witness) Kate Zanders

(Title) Dione R Young, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Delmerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krlar; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tierman; John Cord; Kate L Fineran; Mark R DeWitt; Mark Swelgart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of February, 2023.



William Warner Jr.
Secretary

SECTION 00 41 13

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Prairie City (Owner)
203 E Jefferson Street
Prairie City, IA 50228

1.02 FOR:

- A. Project: Prairie City Public Library Relocation
100 Marshall Street
Prairie City, IA 50228

DATE: 02-22-23 (Bidder to enter date)

1.03 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name Hooyer Construction, Inc.
1. Address 1109 Roosevelt Rd Fax _____
2. City, State, Zip Pella, IA 50219 Phone 641-628-1978

1.04 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Vermillion Design Group LLP for the above-mentioned project, we, the undersigned, hereby offer to enter a Contract to perform the Work for the Sum of:
- B. One million two hundred thirty-seven thousand and 00/100 dollars
(\$1,237,000.00), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders
- F. All applicable federal taxes are included and State of Iowa taxes are included in the Bid Sum.

1.05 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty (30) days from the bid closing date.
- B. If this bid is accepted by Owner within the time stated above, we will:
1. Execute the Agreement within seven (7) days of receipt of Notice of Award.
 2. Furnish the required bonds within ten (10) days of receipt of Notice of Award.

- C. If this bid is accepted within the time stated, and we fail to commence the work or fail to Provide the required Bind(s), the security deposit (\$3000) shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders: unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME


- A. If this Bid is accepted, we will:
- B. Commence work as agreed upon with the owner after written Notice to Proceed of this bid.
- OR
- C. Commence work on or around 10th day of March 2023.
- D. Substantially complete the work by 18th day of January 2024.
- E. Complete the work on 30th day of January 2024.

1.11 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # <u>#1</u> Dated <u>01-31-23</u> .	5. Addendum #5 Dated 2-17-23
2. Addendum # <u>2</u> Dated <u>01-31-23</u> .	6. Addendum #6 Dated 2-17-23
3. Addendum # <u>3</u> Dated <u>02-08-23</u> .	
4. Addendum # <u>4</u> Dated <u>02-14-23</u> .	

1.12 BID FORM SIGNATURE(S)

- A. Hooyer Construction, Inc.
- B. (Bidder - print the full name of your firm)
- C. 
- D. (Authorized signing officer, Title)

END OF BID FORM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hooyer Construction, Inc.
1109 Roosevelt Road
Pella, Iowa 50219

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
PO BOX 844298
Dallas, Texas 75284

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Prairie City
203 E Jefferson
Prairie City, Iowa 50228

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Ten Percent (10%) of the Total Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Prairie City Public Library Renovation and Relocation
100 E 5th Street, Prairie City, Iowa 50228

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February 2023


(Witness)


(Witness)

Hooyer Construction, Inc.

(Principal)

(Seal)

By: 

(Title)

Curt Lange, Jr.

Great Midwest Insurance Company

(Surety)

(Seal)

By: 

(Title) Tina Bockholt

Attorney-in-Fact

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Zach Matter, Zach Mefferd, Tina Bockholt, Ryan Swalve, Havilah Watson

its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

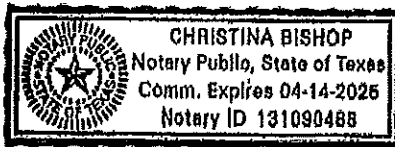


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 22nd Day of February, 2023.



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SECTION 00 41 13

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Prairie City (Owner)
203 E Jefferson Street
Prairie City, IA 50228

1.02 FOR:

- A. Project: Prairie City Public Library Relocation
100 Marshall Street
Prairie City, IA 50228

DATE: 2-22-2023 (Bidder to enter date)

1.03 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name SHYFT collective Construction, LLC
1. Address 1300 Walnut St. Suite 100 Fax _____
2. City, State, Zip Des Moines, IA, 50309 Phone 319-939-4118

1.04 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Vermilion Design Group LLP for the above-mentioned project, we, the undersigned, hereby offer to enter a Contract to perform the Work for the Sum of:
- B. One million Two hundred ninety thousand dollars
(\$1,291,000.00), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders
- F. All applicable federal taxes are included and State of 7% taxes are included in the Bid Sum.

1.05 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty (30) days from the bid closing date.
- B. If this bid is accepted by Owner within the time stated above, we will:
1. Execute the Agreement within seven (7) days of receipt of Notice of Award.
 2. Furnish the required bonds within ten (10) days of receipt of Notice of Award.

- C. If this bid is accepted within the time stated, and we fail to commence the work or fail to Provide the required Bid(s), the security deposit (\$3000) shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the instructions to Bidders: unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Commence work as agreed upon with the owner after written Notice to Proceed of this bid.
- OR
- C. Commence work on or around 10th day of March 2023.
- D. Substantially complete the work by 18th day of January 2024.
- E. Complete the work on 30th day of January 2024.

1.11 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
- | | |
|---|---|
| 1. Addendum # <u>1</u> Dated <u>1-31-2023</u> | 5. Addendum # <u>5</u> Dated <u>2-17-2023</u> |
| 2. Addendum # <u>2</u> Dated <u>1-31-2023</u> | 6. Addendum # <u>6</u> Dated <u>2-17-2023</u> |
| 3. Addendum # <u>3</u> Dated <u>2-8-2023</u> | |
| 4. Addendum # <u>4</u> Dated <u>2-14-2023</u> | |

1.12 BID FORM SIGNATURE(S)

- A. SHYFT COLLECTIVE CONSTRUCTION, LLC
- B. (Bidder - print the full name of your firm)
- C. [Signature], VP OF OPS
- D. (Authorized signing officer, Title)

END OF BID FORM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SHYFT Collective Construction, LLC
1300 Walnut St., Ste 100
Des Moines, IA 50309

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ Three Thousand And No/100

PROJECT:

(Name, location or address, and Project number, if any)

Prairie City Public Library Renovation and Relocation - Prairie City, IA

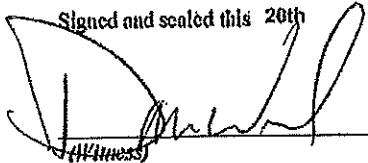
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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Signed and sealed this 20th day of February

2023


(Witness) Kate Zanders

SHYFT Collective Construction, LLC

(Principal)

(Seal)

(Title)

Merchants National Bonding, Inc.

(Surety)

(Seal)

(Title) Sara Huston, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Delmerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rink; Jessie Allen; Joe Tiernan; John Cord; Kate Zanders; Mark R DeWitt; Mark Swelgart; Michelle R Gruls; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

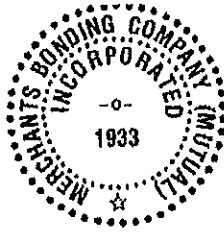
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2023.

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President



STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of February, 2023.



William Warner Jr.
Secretary



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

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: February 26, 2023
SUBJ: Comparison of Other Cities Chicken Ordinances

At the February 8, 2023 City Council meeting, Beth James, 604 E Jefferson Street requested the City Council to consider establishing an ordinance permitting chickens in residential areas of the City. In response, I evaluated seven cities in Iowa to determine how they addressed raising chickens in residential areas. The attached summary labeled; Urban Chickens provides the background information. I reviewed the ordinances for the cities of Colfax, Mitchellville, Monroe, Newton, including the cities of Iowa City and Cedar Rapids as their chicken ordinances were located on the Iowa League of Cities' website.

Of these cities, Colfax was the only city that didn't allow chickens in residential areas. Newton regulates chickens through their zoning ordinance, allowing chickens in the Agricultural District on one (1) acre minimum lots. Additional regulations are required. The other cities allow chickens in residential areas and the requirements are established in separate ordinances (non-zoning) that are located in their Code of Ordinances. Most of the cities require a permit or require the property owner to register with the city to raise chickens. None of the cities require City Council action. Some of the more common regulations include, the maximum number of chickens allowed, no roosters, location on the property where chickens may be kept, housing/building requirement, setback from property lines, distance of building from neighbor's dwelling, no slaughtering within city limits, keeping chicken building clean, and complying with nuisance laws such as odor and noise.

I also researched these cities ordinances for bee keeping and none contain regulations addressing bee keeping, except for Cedar Rapids and they require applicant's to submit a Special Use Permit application for review and consideration.

Most of the cities that were reviewed had ordinances allowing chickens through the submittal of a permit application. Another thing to consider if the City Council supports adoption of a chicken ordinance is the potential future interest by others in the community to amend the ordinance to add other livestock (goats, sheep, cows, other etc...) that could also be kept in residential areas of the City.

A number of cities in Iowa now allow urban chickens in residential areas and more are considering such policies. Proponents point to the health benefits of eating fresh eggs while being more environmentally friendly. Opponents voice concerns about potential health risks and increased noise and smell. While it is clear that the concept of urban or backyard chickens has spread across Iowa and the Midwest, there is not much consensus on the specific policies that a city council should adopt. As one might expect with a unique land use allowance, cities approach this in different ways, and that is reflected in their policies. There are, however, several common themes that are contained in most policies that regulate the type and number of chickens allowed, the permitting and zoning policies, the coop or pen requirements, and the inspection process. Within each aspect are numerous policy considerations that a city council will have to wade through.

Urban Chickens Defined

Most policies that allow urban chickens state that the chickens must be a domestic chicken. In addition, to keep the noise down most cities do not allow roosters. It is also wise to limit the number of chickens allowed on one property, with many cities allowing no more than four to six as a safeguard against overcrowding and potential nuisances.

Permitting and Zoning

One of the first questions a city council will have to answer is whether to treat this as a permitting or zoning issue (or both). Most cities will find it best to only allow urban chickens in residential areas and usually only in the backyards of single family homes to ensure neighbors are minimally affected and there is no overcrowding. Depending on a city's current code of ordinances, this might need to be addressed through zoning. Some cities have found it beneficial to require residents wishing to have urban chickens to apply for a permit from the city. This allows the city to see the resident's plan for his or her urban chickens and whether it meets the city's requirements. If the plan passes muster the city can grant a license and keep the permit on file for future inspection. As with any permit the city may want to set an appropriate fee that covers the administrative costs involved in managing the program.

Neighbor Notification and Consent

One of the more contentious elements of urban chickens is the impact on adjacent property owners. From safety and noise concerns to just simple dislike of animals next door, some residents might not be enthusiastic for an urban chicken policy. To address this issue, the city council will need to include a provision about informing neighbors and possibly getting consent. Some cities require applicants to provide notice to the residents of all immediately adjacent dwellings. Others will have their policy go a bit further by requiring applicants to get written consent from the owner of each adjacent property.

Coops and Pens

The majority of urban chicken policies do not allow the birds to roam free and require owners to keep their chickens in a coop or pen overnight. As such, it is important for coops and pens to be constructed in a manner that keeps the chickens inside while also providing them safe and healthy living conditions. The enclosure requirements should address sanitary concerns with measures to keep the area clean, odor-free and well-drained to prevent standing water. Addressing the management of waste and manure is necessary to prevent unhealthy conditions and noxious odors. It is also wise to require coops or pens to have adequate light and ventilation while constructed to prevent rodents and predators from gaining access.

The location of the coop or pen is another important element as the city council will need to determine an appropriate amount of distance from the owner's home as well as the nearest adjacent property. Requiring coops and pens to be located in the back or rear yard is common to many policies.

City Inspections

Given the public safety and health concerns with urban chickens, a city will likely want to be able to conduct inspections. On the front end, this could mean requiring an applicant to submit plans that show the location and design of their coop and pen, the materials it will be constructed with and how the owner will maintain and clean the enclosure. The city can also set up an ongoing inspection system that allows city officials to visit coops and pens to ensure they continue to meet city code. It may also be necessary to include a provision that allows city inspectors to investigate complaints.

Additional Considerations

Along with ironing out the fundamentals of its urban chicken policy, a city council will need to consider a prohibition of slaughtering chickens as that could pose another health risk. Many policies also ban the selling of eggs and chickens and state that urban chickens are for non-commercial use only. The council will also want to consider how to handle violations of its urban chicken policy. Some policies use the city's nuisance abatement provisions to cite owners in violation, while others establish different measures the city will take against violators. If a permit or license system is used, the city will likely want the ability to revoke a violator's permit or license.



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

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: February 28, 2023
SUBJ: Contract for Joe's Old Fashioned Fun, LLC

Mr. Joe Henscheid of Joe's Old Fashioned Fun, LLC submitted the attached contract for City Council action to provide rides, inflatables, and games for Prairie City Days, Friday July 21 from 5 PM to 10 PM and Saturday July 22 from noon to 10 PM. Mr. Henscheid indicated that he has liability insurance and that he will provide his insurance information to Amy Witte, Chairperson Community Celebration Committee next week. He also indicated that if the contract is approved, he requests 25% down (\$2000) and the balance of \$6000 (prior to the event) after his operation is setup and meeting the agreed upon terms of the contract.



JOE'S OLD FASHIONED FUN, LLC

Mail payments to:
Joe Henscheld
2507 E Leach Ave
Des Moines, IA 50320

(515) 707-2311
(888) 707-2311
Pam: (515) 989-6013

CONTRACT

THIS CONTRACT AND AGREEMENT MADE and entered into this 21ST day of FEBRUARY 22 by and between Joe's Old Fashioned Fun, LLC (hereinafter referred to as Operator and the CITY OF PRAIRIE CITY COMMUNITY hereinafter referred to as Customer.)

- Operator agrees to furnish, rides, inflatable's and ^{Games} concessions for PC days Engagement, for Customer commencing on July 21 and ending July 22nd 10⁰⁰ PM
Additional provisions: Includes Mechanical Rides, Inflatables, Game Trailer & Food
- Customer will furnish suitable grounds to locate entire rides and concessions and living quarter spaces and licenses required by Operator for such considerations.
- Customer shall have the venue cleared by 8 AM on the date of the set-up which will be the 7/21 day of July, 22. Customer will provide portable toilets and showers for the use of the Operator and staff upon arrival to the site of the engagement. including food truck
- Customer shall make a deposit of \$2000 as a guarantee to secure the date. with exception of PCC inflatable for kids 5 & under
- Operator shall be the exclusive vendor of rides, inflatable's and photo booths for this engagement except for home owned eat and drink stands. All home owned eat and drink stands, or other concessions must be approved by the Operator prior to the date of set-up.
- It is further agreed that the Customer shall not separately contract another carnival or similar attraction from the date of this contract. All additional attractions MUST be booked through the Operator unless otherwise specified herein.
- Customer shall provide police or security protection at all times contemplated by this contract.
- Customer shall provide 24 hour toilet and shower facility with a handicapped accessible toilet and maintain them in clean working order.
- Customer shall provide adequate garbage containers and daily pick-up of refuse for the staff of the operator.
- Operator shall provide proof of midway insurance on all rides and concessions ONLY. Customer shall provide proof of insurance for grounds and parking.
- Customer shall provide, as predetermined, sufficient power to operate all rides and concessions. — 200 Amp

12. Should it become necessary, Customer shall provide, prior to the event, evidence that the site has been treated with insecticide to protect both the Operator, staff and customers.
13. In consideration of the forgoing agreement, Customer acknowledges and agrees that it shall indemnify and hold harmless Operator for any lawsuits, injuries or other damages occurring at the site of the event, or effecting any person who may attend this event that is not due to the operation of rides or concessions managed or owned by the operator. Customer further agrees to provide representation and defense to any lawsuit brought against the Operator regarding any personal injury that occurred at the event if said injury did not occur due to the negligence of the Operator.
14. The parties agree that this agreement is to be construed as broadly as allowed by law and that if any portion of this agreement is determined to be invalid by a court, then the remainder of this agreement shall remain in full force and effect.
15. Additional Provisions: The balance of \$6000⁰⁰ shall be paid to the operator prior to the event.

~~There are no ramping. No tickets required.~~

~~Food to include: Cotton Candy, Shaved Ice, Funnel Cakes and Kettle Korn.~~

FRIDAY 5 P.M. — 10 P.M.

SAT Noon — 10 P.M.

16. This contract represents the entire agreement of the parties concerning the subject matters above. The parties understand and agree that no oral representations or statements have been made beyond this written contract.

Signed in duplicate on this _____ day of _____

Address: _____

Phone: _____

E-Mail: _____


Joe Henscheid
Joe's Old Fashioned Fun

1 — GAME TRAILER (2) Games

5 — MECHANICALS

4 — INFLATABLES — Must be monitored

Rock Wall Ballistic or mindwinder AND TBA

Wizzer Pirate Revenge or comparable

(Employee)