

## DeputyClerk

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**From:** Scott DeVries <moundprairieventures@gmail.com>  
**Sent:** Tuesday, June 6, 2023 10:46 AM  
**To:** Jerry Moore  
**Subject:** Catalyst grant

Jerry,

I was finally able to speak with Jim Thompson yesterday regarding the catalyst grant.

He said that if the city sent him a request to extend the grant for, say a year, that he would likely approve the request, as long as the city was willing to offer the extension.

I did tell him that the next council meeting was not until next week, so any communication from the city would likely not come until after that meeting.

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*Scott DeVries*  
Mound Prairie Ventures, LLC



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

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## Memorandum

**TO:** Mayor and City Council of Prairie City  
**FROM:** Jerry Moore, City Administrator  
**DATE:** May 25, 2023  
**SUBJ:** Tax Abatement Application – Ryen & Dana Allen, 600 W North Street

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The City Council at their May 10, 2023, meeting directed City Administrative staff to look into whether the Allen's Tax Abatement application was eligible for requesting partial tax abatement this year. From a discussion with Jasper County Assessor's staff on May 24, 2023, I learned that it is too late to file a request from partial tax abatement for this assessment year, as the deadline is March 1 of the year the applicant is requesting partial tax abatement. The City Council may, however, approve the application to be applied to the 2024 assessment year.

To process the tax abatement application request, the Jasper County Assessor's Office requires a copy of the application and proof the City Council approved the request.

MAY 05 2023

APPLICATION FOR TAX ABATEMENT UNDER THE  
PRAIRIE CITY REVITALIZATION PLAN FOR  
PRAIRIE CITY, IOWA

DATE: 5/1/23

☐ Prior Approval for  
Intended Improvements

☐ Approval of Improvements  
Completed

Address of Property: 600 W North St Prairie City IA 50228

Legal Description: Parcel D of Lot 4 SD of Govt Lot 2

Title Holder or Contract Buyer: Allen, Ryan and Dana

Address of Owner (if different than above): \_\_\_\_\_

Phone Number (to be reached during the day): 515-338-0491

Existing Property Use: ☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Proposed Property Use: Residential

Nature of Improvement: ☒ New Construction ☐ Addition ☐ General Improvements

Specify: New home built

Estimated or Actual Date of Completion: 3/11/22

Estimated or Actual Cost of Improvements: 305,520

Tax Exemption Schedule is attached.

Signed: R/L



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

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## Memorandum

**TO:** Mayor and City Council of Prairie City  
**FROM:** Jerry Moore, City Administrator  
**DATE:** June 1, 2023  
**SUBJ:** Weed and Feed Quote Comparison

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The City Council at their May 10, 2023, meeting directed City Administrative staff to seek additional quotes for weed and feed services for City properties to compare to the TruGreen quote. City Administrative staff posted a notice on the Iowa League of Cities website for weed and feed services from May 12 through 19 and no quotes were submitted. Consequently, I called eight companies in the Des Moines metro area offering this service and received a response from A Plus Lawn and Landscape. Both company representatives (True Green and A Plus Lawn and Landscape) indicated that their price can vary depending on the number of applications applied this year.



## Christie Busby

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**From:** Heiden, Brian <BrianHeiden@trugreenmail.com>  
**Sent:** Tuesday, May 30, 2023 11:03 AM  
**To:** Jerry Moore  
**Cc:** Carl Van Der Kamp  
**Subject:** Re: Signature requested on "2023-n-5755-Prairie City, IA - 2023-05-30 14:51:31 Agreement"

Yes. It can be paid whenever you would like too.

**Brian Heiden**  
**Region Commercial Sales Leader**  
301 SW Oralabor Rd  
Ankeny, IA 50023  
[\(515\) 289-0002](tel:5152890002) Phone  
[\(515\) 965-8826](tel:5159658826) Fax  
[\(515\) 202-0413](tel:5152020413) Cell



On May 30, 2023, at 10:37 AM, Jerry Moore <jerry.moore@prairiecityiowa.us> wrote:

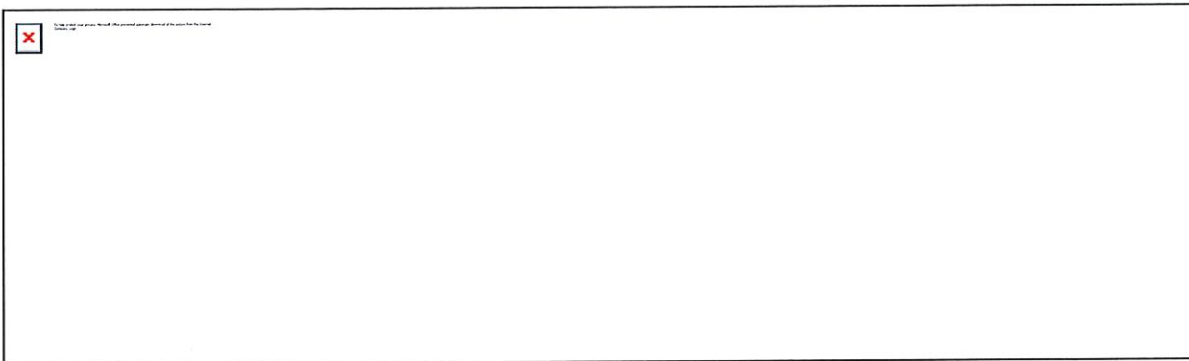
Thank you Brian for the revised weed and feed quote.  
Is this all payable in FY23 (by June 30, 2023). The first quote was separated by FY23 and FY24 budgets.

Jerry

<image001.jpg> | Jerry Moore  
City Administrator  
City of Prairie City, IA  
**Phone:** 515-994-2649  
**Mobile:** 515-669-1662  
**Email:** jerry.moore@prairiecityiowa.us  
203 E Jefferson Street  
Prairie City, IA 50228

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**From:** Brian Heiden <echosign@echosign.com>  
**Sent:** Tuesday, May 30, 2023 10:02 AM  
**To:** Jerry Moore <jerry.moore@prairiecityiowa.us>  
**Subject:** Signature requested on "2023-n-5755-Prairie City, IA - 2023-05-30 14:51:31 Agreement"



Brian Heiden requests your signature on  
**2023-n-5755-Prairie City, IA - 2023-05-30 14:51:31**  
**Agreement**

**Review and sign**

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Jerry and Carl,

Here is the revised agreement that I emailed about earlier today. If there are any further changes that you would like me to make, please let me know.

Thanks,

Brian

BRIAN HEIDEN

[brianheiden@trugreenmail.com](mailto:brianheiden@trugreenmail.com)

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Don't forward this email: If you don't want to sign, you can [delegate](#) to someone else.

By proceeding, you agree that this agreement may be signed using electronic or handwritten signatures.

To ensure that you continue receiving our emails, please add [echosign@echosign.com](mailto:echosign@echosign.com) to your address book or safe list.

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Brian Heiden

Phone: (515) 202-0413

#### Customer Information

**BILL TO:**

City of Prairie City - Billing Location  
203 E JEFFERSON  
PRAIRIE CITY, IA 50228  
USA  
Phone: 5152106791

**SERVICE LOCATION:**

WAVELAND CEMETERY  
304 W ASHTYN LN  
PRAIRIE CITY, IA 50054  
Phone: 5152106791

#### Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
City of Prairie City - Service Location	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$40.00
City of Prairie City - Service Location	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$40.00
City of Prairie City - Service Location	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$40.00
COMMUNITY PARK	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$560.00
COMMUNITY PARK	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$560.00
COMMUNITY PARK	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$560.00
COMMUNITY PARK	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$560.00
COMMUNITY PARK	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$560.00
ENTRY WAY PARK	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$450.00
ENTRY WAY PARK	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$450.00
ENTRY WAY PARK	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$450.00
ENTRY WAY PARK	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$450.00



ENTRY WAY PARK	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$450.00
PRAIRIE CITY BIKE TRAIL	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$400.00
PRAIRIE CITY BIKE TRAIL	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$400.00
REC COMPLEX - COMMON AREAS	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$250.00
REC COMPLEX - COMMON AREAS	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$250.00
REC COMPLEX - COMMON AREAS	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$250.00
REC COMPLEX F- FIELDS	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$575.00
REC COMPLEX F- FIELDS	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$575.00
REC COMPLEX F- FIELDS	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$575.00
REC COMPLEX F- FIELDS	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$575.00
REC COMPLEX F- FIELDS	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$575.00
REC COMPLEX F- FIELDS	Vegetation Control	1	Non selective weed control	\$350.00
REC COMPLEX F- FIELDS	Vegetation Control	3	Non selective weed control	\$350.00
REC COMPLEX F- FIELDS	Vegetation Control	5	Non selective weed control	\$350.00
TENNIS COURTS	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$140.00
TENNIS COURTS	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$140.00
TENNIS COURTS	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$140.00
WATER TREATMENT PALNT	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$240.00
WATER TREATMENT PALNT	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$240.00
WATER TREATMENT PALNT	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$240.00
WATER TREATMENT PALNT	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$240.00



WATER TREATMENT PALNT	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$240.00
WAVELAND CEMETERY	Weed Control Service	1		\$800.00
WAVELAND CEMETERY	Weed Control Service	2		\$800.00
WAVELAND CEMETERY	Weed Control Service	3		\$800.00

Subtotal: \$14,665.00

Total Sales Tax Amount: \$881.10

Grand Total: \$15,546.10

Description: \$8,000 to be paid before 6/30, \$6,665 paid after July 1

## Standard Terms and Conditions

1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.

2. **Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.

3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.

4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party: provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in

any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_

REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

AUTHORIZED AGENT/CUSTOMER



## Christie Busby

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**From:** Mark Harpenau <MarkH@APlusLawn.com>  
**Sent:** Tuesday, May 30, 2023 9:34 AM  
**To:** Jerry Moore  
**Cc:** Carl Van Der Kamp  
**Subject:** Re: Weed and Feed Quote for City of Prairie City

I recommend two more this season possible 3

Sent from my iPhone

On May 29, 2023, at 12:51 PM, Jerry Moore <jerry.moore@prairiecityiowa.us> wrote:

Mark,  
Thank you for your email quote for weed and feed services. As it will be June 14 when the City Council reviews your company's quote, how many future applications/treatments do you recommend? Is two applications adequate, summer and fall?

Thank you,  
Jerry

<image001.jpg>	Jerry Moore City Administrator City of Prairie City, IA <b>Phone:</b> 515-994-2649 <b>Mobile:</b> 515-669-1662 <b>Email:</b> jerry.moore@prairiecityiowa.us <b>203 E Jefferson Street</b> <b>Prairie City, IA 50228</b>
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**From:** Mark Harpenau <MarkH@APlusLawn.com>  
**Sent:** Monday, May 22, 2023 10:31 AM  
**To:** Jerry Moore <jerry.moore@prairiecityiowa.us>  
**Cc:** Carl Van Der Kamp <prairiecitysbrplant@gmail.com>; Mark Harpenau <MarkH@APlusLawn.com>  
**Subject:** RE: Weed and Feed Quote for City of Prairie City

Thanks Jerry and Carl,

Couple questions, How many applications are you wanting to do? Grub control? Aeration and seed?

Thanks

Mark Harpenau

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**From:** Jerry Moore <[jerry.moore@prairiecityiowa.us](mailto:jerry.moore@prairiecityiowa.us)>  
**Sent:** Monday, May 22, 2023 10:08 AM  
**To:** Mark Harpenau <[MarkH@APlusLawn.com](mailto:MarkH@APlusLawn.com)>  
**Cc:** Carl Van Der Kamp <[prairiecitysbrplant@gmail.com](mailto:prairiecitysbrplant@gmail.com)>  
**Subject:** Weed and Feed Quote for City of Prairie City

Hello Mark and thank you for the follow up phone call.

As you requested, please find attached the City's RFQ and several highlighted aerials showing the locations where services are being requested.

Please reach out to Carl, Public Works at 515-979-3120 if you would like to schedule an appointment to come to the City to more closely evaluate these properties in preparation of a quote.

Thank you again and please let me know if there are questions.

Jerry

<image001.jpg>

Jerry Moore  
City Administrator  
City of Prairie City, IA  
**Phone:** 515-994-2649  
**Mobile:** 515-669-1662  
**Email:** [jerry.moore@prairiecityiowa.us](mailto:jerry.moore@prairiecityiowa.us)  
203 E Jefferson Street  
Prairie City, IA 50228

## Christie Busby

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**From:** Mark Harpenau <MarkH@APlusLawn.com>  
**Sent:** Tuesday, May 23, 2023 3:06 PM  
**To:** Jerry Moore  
**Cc:** Carl Van Der Kamp  
**Subject:** RE: Weed and Feed Quote for City of Prairie City

Jerry and Carl,

I measured all the sites with a total of 29.85 acres of turf.

My price Per application is going to be \$4,737.00

I recommend 3 applications per year. This would give you the most for your Dollar, Pre-m, fert, and weed control.

Thanks

Mark Harpenau  
Managing Partner



6084 NE 22<sup>nd</sup> St. | Des Moines, IA 50313  
515.289.2020 Office | 515-777-2015 Direct | 515-371-6950 Cell

---

**From:** Jerry Moore <jerry.moore@prairiecitiyiowa.us>  
**Sent:** Monday, May 22, 2023 10:08 AM  
**To:** Mark Harpenau <MarkH@APlusLawn.com>  
**Cc:** Carl Van Der Kamp <prairiecitiysbrplant@gmail.com>  
**Subject:** Weed and Feed Quote for City of Prairie City

Hello Mark and thank you for the follow up phone call.

As you requested, please find attached the City's RFQ and several highlighted aerials showing the locations where services are being requested.

Please reach out to Carl, Public Works at 515-979-3120 if you would like to schedule an appointment to come to the City to more closely evaluate these properties in preparation of a quote.

Thank you again and please let me know if there are questions.



Jerry



Jerry Moore  
City Administrator  
City of Prairie City, IA

**Phone:** 515-994-2649

**Mobile:** 515-669-1662

**Email:** [jerry.moore@prairiecityiowa.us](mailto:jerry.moore@prairiecityiowa.us)

203 E Jefferson Street  
Prairie City, IA 50228

## Christie Busby

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**From:** kkleve qualitystriping.com <kkleve@qualitystriping.com>  
**Sent:** Friday, June 2, 2023 2:50 PM  
**To:** Jerry Moore  
**Subject:** Re: Quote for street cleaning and striping of parking spaces at town square  
**Attachments:** Prairie City.pdf

Jerry,

See the attached for our proposal to sweep & restripe the town square in Prairie City. The restripe includes the parking stalls on Jefferson St north & west of the town square and restripe of the new stalls on the street that borders the East side of the square.

Based on our current workload, we would try to find a window between July 5-19 to complete the work if the proposal is acceptable. If it is, please sign, date and return to my attention for scheduling consideration in order to complete prior to the city celebration.

As a future option, we could offer to sweep the town square/city streets once or twice a year if you wanted.

Kevin Kleve  
Quality Striping, Inc.  
515-771-4331

---

**From:** Jerry Moore <jerry.moore@prairiecityiowa.us>  
**Sent:** Wednesday, May 31, 2023 1:07 PM  
**To:** kkleve [qualitystriping.com](mailto:kkleve@qualitystriping.com) <kkleve@qualitystriping.com>  
**Subject:** Quote for street cleaning and striping of parking spaces at town square

Good afternoon,

This is a reminder that the City of Prairie City is seeking quotes for street cleaning and striping of parking stall spaces primarily at the City's downtown square.

If you are interested, please submit a quote prior to June 7 to be considered by the City Council at their June 14 meeting.

Thank you and please let me know if there are questions.  
Jerry



Jerry Moore  
City Administrator  
City of Prairie City, IA  
**Phone:** 515-994-2649  
**Mobile:** 515-669-1662  
**Email:** [jerry.moore@prairiecityiowa.us](mailto:jerry.moore@prairiecityiowa.us)  
203 E Jefferson Street  
Prairie City, IA 50228



1704 E. Euclid Ave.  
Des Moines, Iowa 50313  
Phone: 515-289-1370  
Fax: 515-289-1373  
[Email: kkleve@qualitystriping.com](mailto:kkleve@qualitystriping.com)

Date: 6/2/2023  
Project: City of Prairie City  
Location: 203 E Jefferson, PO Box 607  
Prairie City, IA

Attn: Jerry Moore  
City Administrator  
515-669-1662  
[jerry.moore@prairiecitiowa.us](mailto:jerry.moore@prairiecitiowa.us)

WE ARE PLEASED TO QUOTE THE ABOVE REFERENCED PROJECT

DESCRIPTION	UNITS	UNIT PRICE	BID AMOUNT
Layout/restripe of pavement markings, to include all parking stalls, ADA symbols, curb & hatch areas	1	L.S.	\$3,495.00
Sweep/clean prior to layout & restripe	1	L.S.	\$975.00
		Total Bid	\$4,470.00

1 coat of white, yellow, or blue traffic paint will be used on this job. Job will be completed in 1 mobilization. Any additional mobilizations will be billed at \$495  
All vehicles and equipment to be moved prior to our arrival

Conditions

Unless noted or otherwise agreed to, all line items are tied.

All Addendas acknowledged

Add 30% to above prices for weekend work.

Add 3.5% if paying with credit card

NO WARRANTY ON PAVEMENT MARKINGS

BY REFERENCE THE FOLLOWING IS PART OF THIS PROPOSAL

We will furnish and perform, in accordance with the owner's specification, all labor, material, equipment, and services reasonably necessary to complete the work identified above. This proposal may be written or cancelled if not accepted within 30 days. Unless stated otherwise, prices are based on completion during the current construction season. Payment terms: Net within 30 days after receipt of invoice.

QUALITY STRIPING INC.

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

Kevin Kleve, Commercial Operations Manager

The undersigned hereby accepts this proposal and agrees to be bound by the terms and conditions contained herein.

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

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

If accepted, we request this quote to signed, dated, and returned in a timely manner to help us in determining and scheduling our work load. We will not be able to begin a project without a signed quote.



## Task Order #23

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

Date of Issuance: November 30, 2022

MSA Project No.: 08994040

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

**Project Name:** Prairie City Fire/EMS Building Civil Final Design, Bidding, & Construction Administration

**The scope of the work authorized is:** See Attachment A, Scope of Services

<b>The lump sum fee for the work is:</b>	Final Design Services:	\$13,550
	Bidding Services:	\$1,200
	Construction Administration Services:	\$4,900
<b>Total Lump Sum:</b>		<b>\$19,650</b>

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

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

**CITY OF PRAIRIE CITY**

\_\_\_\_\_  
Chad Alleger  
Mayor  
Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
*Andrew Inhelder*  
Andrew Inhelder, PE  
Project Manager  
Date: 12/01/2022

\_\_\_\_\_  
*Nichole Sungren*  
Nichole Sungren, PE  
Team Leader  
Date: 12/01/2022

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

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



**PROJECT DESCRIPTION**

The project consists of final design, bidding, and construction administration of the fire station/ems building previously conceptually designed at the site north of the tennis courts as shown in the attached project map.

**SCOPE OF SERVICES**

MSA will provide services as set forth below.

**1. Design Phase Services**

**a. Project Administration**

- i. Manage and coordinate project team, budget, and schedules. Maintain communication with Owner and stakeholders on project.
- ii. Meetings, attend two (2) design meeting in person at City Hall
- iii. Coordination with MGA.
- iv. Quality Assurance/Quality Control
  - 1. Employ documented quality-assurance/quality-control procedures throughout project.

**b. Preliminary & Final Design**

- i. Building placement and finished floor elevation within proposed site.
- ii. Design of pavement sections, gravel areas, and surfacing.
- iii. Site grading and drainage design.
- iv. Design of water and sewer services connections.
- v. Civil site construction plans and specifications.

**c. Opinion of Probable Cost**

- i. Provide estimated quantities of site-specific improvements along with opinions of probable cost.

**2. Bidding Phase Services**

- a. Respond to bidder questions.
- b. Prepare addenda.

**3. Construction Administration Phase Services**

- a. Up to 15 hours of construction correspondence and observation.
- b. Site related shop drawing reviews.
- c. One time (1) construction staking.

**DELIVERABLES**

MSA will provide the following deliverables:

- 1. PDF copies of preliminary and final construction plan documents and specifications.
- 2. Opinion of probable cost and quantities.

**ADDITIONAL SERVICES**

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

- 1. **Design of upsized water main along Jefferson to serve Fire Station.**
- 2. **Additional hours of construction observation in addition to those noted above.**
- 3. **Staking services in addition to those noted in scope of services.**
- 4. **Additional hours of construction correspondence and observation.**
- 5. As-built survey for site reflecting construction conditions.
- 6. Permitting.



**ATTACHMENT A:  
SCOPE OF SERVICES**

7. Assistance with acquisition of real estate and/or temporary or permanent easements
8. Survey monumentation
9. Utility system modeling
10. Funding applications and administration
11. Additional meetings not specifically listed in the scope.
12. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
13. Permit assistance related to surface waters and wetlands.
14. Variance requests (if required for permit applications included in the scope).
15. Updates to Owner's electronic Geographic Information System to reflect changes from project.
16. Hydrant flow testing.
17. Coordinate sub-surface investigations.
18. Wetland Investigation
19. Floodplain or floodway Investigation in more detail than information provided by Iowa DNR.
20. Environmental and Historical Review
21. Plat of survey

**OWNER'S RESPONSIBILITIES**

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.









			NO.	DATE	REVISION	BV
PROJECT DATE,	DRAWN BY:	IM	.	.	.	.
	CHECKED BY:	IM	.	.	.	.
	CHECKED BY:	IM	.	.	.	.
PLOT REF: W00202 2-40 PM, D:\BID\9846\ASPHALTPAVING\ASPHALT Proposed Network.dwg						

**MSA**  
ENGINEERING | ARCHITECTURE | SURVEYING  
FUNDING | PLANNING | ENVIRONMENTAL



Concept #1

PROJECT NO.  
08994035  
SHEET  
1 OF 1



## Professional Services Agreement

MSA Project Number: 08994047

### Task Order #28

This AGREEMENT (Agreement) is made effective June 14, 2023 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1555 SE Delaware Ave, Suite F, Ankeny, IA 50021

Phone: 515-964-1920

Representative: Andrew Inhelder, PE

Email: [ainhelder@msa-ps.com](mailto:ainhelder@msa-ps.com)

**CITY OF PRAIRIE CITY**

Address: 203 E Jefferson St, Prairie City, IA 50228

Phone: 515-994-2649

Representative: Jerry Moore

Email: [jerry.moore@prairiecitiowa.us](mailto:jerry.moore@prairiecitiowa.us)

**Project Name:** Jefferson St & Sherman St Water Main Improvements

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

**The lump sum fee for the work is:** \$27,200

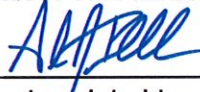
All services shall be performed in accordance with the Master Professional Services Agreement Currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.


**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF PRAIRIE CITY**

\_\_\_\_\_  
Jerry Moore  
City Administrator  
Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC.**

  
\_\_\_\_\_  
Andrew Inhelder, PE  
Project Manager  
Date: 05/18/2023

  
\_\_\_\_\_  
Nichole Sungren, PE  
Team Leader  
Date: 05/18/2023

## ATTACHMENT A: SCOPE OF SERVICES

### SCOPE OF SERVICES

MSA assisted the City in preparing a water system study dated July 2019. A portion of this study identified Jefferson Street as a target improvement area as the current mains are undersized. This project includes tying on to the existing 10" water main with an approximately 625 feet of 8" water main running along the north side of 5<sup>th</sup> Street down the west side of Sherman Street and along the north side of Jefferson Street. The project includes water service crossovers along with a large size service for the future Fire Station/EMS building at the southeast corner of State St & Jefferson St intersection. Refer to **Attachment B** for a project map.

MSA will provide services as set forth below.

#### 1. Design

- **Project Administration**
  - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- **Quality Assurance/Quality Control**
  - Employ documented quality-assurance/quality-control procedures throughout project.
- **Project Site Information**
  - Right-of-Way Research: utilize recorded survey documentation in project area to determine right-of-way locations.
  - Contact Utility One Call: utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
  - Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design.
    - Entire right-of-way of Sherman St from the north edge of Jefferson Street to 50' north of 5<sup>th</sup> Street
    - North side of right-of-way of Jefferson St from the east edge of State St to 50' east of Sherman St
  - Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
- **Design – Water Main**
  - Water Design: Develop horizontal and vertical alignments for water mains. Determine valve, hydrant, service, and connection locations. Perform required design computations regarding pressure and flow volumes. Prepare construction details. Coordinate with the Fire/EMS building design team to determine proper service size and location for building service stub.
  - Erosion Control Design: Determine location and type of erosion control devices needed to meet regulatory requirements.
  - Traffic Control Design: Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
  - Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
- **Plan Preparation and Drafting**



- Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
  - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
- **Specifications**
  - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
- **Utility Coordination**
  - Coordination and Communication
    - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
    - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
    - Provide utility companies with preliminary and final plans for the project.
- **Permits**: Prepare permit application and required attachments for:
  - Water System Extension
- **Design Meetings**
  - Preliminary Plan review: Attend one meeting with staff after preliminary plans are complete, prior to starting final plans.
  - Final Plan review: Attend one meeting with staff, and one meeting with elected officials.
  - Unless otherwise noted, all meetings will take place at City Hall.

## 2. Bidding

- Assist Owner in Advertising and Soliciting for Bids
- Administer Bid Document Distribution Process utilizing QuestCDN
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Conduct a Public Bid Opening located at City Hall
- Prepare Tabulation of Bids
- Assist Owner in evaluating bids and in assembling and awarding construction contracts.

## **DELIVERABLES**

MSA will provide the following deliverables:

1. Topographic base map: two electronic files, one AutoCAD dwg format (points and line work only). and one PDF format.
2. Preliminary plans: two (2) paper copies, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
3. Preliminary Construction Cost Estimate
4. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
5. Final Construction Cost Estimate
6. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
7. Bidding Documents: two (2) paper copies, one PDF file of the bidding documents, including project manual, plan sets and any addenda.

## **ADDITIONAL SERVICES**

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Assistance with acquisition of real estate and/or temporary or permanent easements
2. Survey mapping and monumentation
3. Utility system modeling
4. Funding applications and administration
5. Additional meetings not specifically listed in the scope.
6. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
7. Permit assistance related to surface waters and wetlands.
8. Variance requests (if required for permit applications included in the scope).
9. Updates to Owner's electronic Geographic Information System to reflect changes from project.
10. Construction phase services.
11. Hydrant flow testing.
12. Roadway, sanitary sewer, stormwater design.
13. Sub-surface investigations.

## **EXCLUSIONS**

MSA will not provide the following services related to this project:

1. Geotechnical investigation
2. Historical/archeological clearances
3. Wetland delineation

**OWNER'S RESPONSIBILITIES**

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.
- Owner will pay MSA as follows:

**FEE SUMMARY**

The Owner will compensate MSA for the Scope of Services listed above as follows:

Total	\$27,200.00
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