



## City of Prairie City, IA

### CLIENT LIAISON:

Preston Moon, PE  
Phone: 515-531-0724  
pmoon@msa-ps.com

### DATE:

December 6, 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

#### 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.

#### Conditional Use Permit Application for 101 S West Street – Requested Vehicle Salvager Use

- MSA and the City have reviewed documents submitted to the City for Conditional Use Permit.
- As of August 21, 2023, Conditional Use Permit denied by Board of Adjustments.

#### Christian Ministry Center (207 N Hobson Street) Site Plan

- Church is looking to re-pave basketball court as mixed-use basketball/pickleball court and also provide access to rear (north) side of building for handicapped personnel.
- City approved minor site improvements to pave connection between ramp and stairs at the bottom of the existing deck.

#### New Duplex (402 & 404 State Street) Site Plan

- Berkey Home Builders are looking to build a new townhome.
- Site plan recommended for approval by MSA and approved by City.

#### Capital Improvements Plan (CIP)

- The City is preparing the CIP for Fiscal Year (FY) 2024-28
- MSA assisting by discussing potential projects and putting together high level estimates for the following:
  - Water plant addition and building
  - Water treatment plant expansion and computer upgrade
  - Sanitary sewer plant UV system upgrades and aerator engineering assessment
  - Riprap at lagoons
  - Trail at Sports Complex
  - Cemetery drive repairs and sewer expansion
  - Citywide sidewalk, intersection, and interconnectivity analysis
  - GIS/construction assistance for ditch improvements
  - Design services for a shared use path at the Community Park
  - Design services for parking lot reconstruction north of Public Library/City Hall

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

The project consists of final design, bidding, and construction administration of the fire station/EMS building previously designed at the site north of the tennis courts. Council approved design agreements for the engineer, MSA and architect, MGA, at the June 14, 2023, City Council Meeting.

**NEXT STEPS**

- MGA and subconsultants underway with design review
- MSA wrapping up site plan following meeting with City
- Potential schedule, dependent on funding:
  - Bid early February 2024
  - Start construction April 2024
  - Complete construction May 2025

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

The City would like to reroute the existing water main trunk line to the west of the existing location. Placing the new location of the water main along the west and south property edges will help mitigate issues with proposed development in Colfax. The City has acquired permanent and temporary easements.

**NEXT STEPS**

- Close out task order

**TASK ORDER #25 – LIBRARY SITE PLAN**

MSA has completed the design and sheeting of the site plan for the library expansion project. MSA will prepare permanent easement exhibits upon approval of the City, for use by the City regarding the library expansion. The emergency exit at the northeast corner of the building was relocated from Jefferson Street to the east side of the building. MSA has provided a revised site plan to the City as of July 7, 2023. Site plan work awarded to Accurate Commercial at July 12, 2023 meeting.

**NEXT STEPS**

- Close out task order

**TASK ORDER #28 – JEFFERSON STREET & SHERMAN STREET WATER MAIN IMPROVEMENTS**

This project includes tying onto the existing 10-in. water main with an approximately 625-ft. of 8-in. 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 the State Street & Jefferson Street intersection.

**NEXT STEPS**

- City to apply for grant and awaiting potential award in January
- Determine construction timeline
- Consideration of setting public hearing date for bid letting



## PROJECT UPDATE

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### TASK ORDER #29 – TRUNK WATER MAIN RELOCATION IN COLFAX CRS

This project is for the construction administration and observation of the trunk water main relocation from the wells in Colfax. Placing the new location of the water main along the west and south property edges will help mitigate issues with proposed development in Colfax.

#### IN PROGRESS

- Construction observation
- MSA, City, and Contractor working closely to ensure project completion

### RECORD OF CHANGE ORDERS (CO), REQUESTS FOR PRICING (RFP), & PARTIAL PAY APPLICATIONS (PPA)

- CO #1 – Pending Approval: +\$15,300.00
  - Mulching trees and additional blow off valve
- PPA #1 – Pending Approval: \$104,735.79

### PHASE 2 & 3 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.

#### IN PROGRESS

- Get Phase 3 of project on Intended Use Plan (IUP) – Application due March 1, 2024
  - Required for SRF construction funding
  - Allows for a potentially longer environmental review due to downtown site location
  - Phase 2 was submitted December 1, 2023
- Topographic and boundary survey

#### NEXT STEPS

- Project design
- Apply for construction permit
- Apply for Community Development Block Grant
  - Quarterly applications based on acceptance
  - Aiming for April 1, 2024 application date
- Environmental review
- Environmental clearance
- Bid project – all timeframes are subject to CDBG application date and potential award
  - Phase 2 anticipated winter 2024
  - Phase 3 anticipated winter 2025
  - City to get written opinion from legal counsel stating bid letting process complies with Iowa law. SRF requires opinion from legal counsel submitted with construction loan application.
- Construction – all timeframes are subject to CDBG application date and potential award
  - Phase 2 anticipated spring through winter 2025
  - Phase 3 anticipated spring through winter 2026

Date Printed 12/6/2023

# PROJECT SCHEDULE

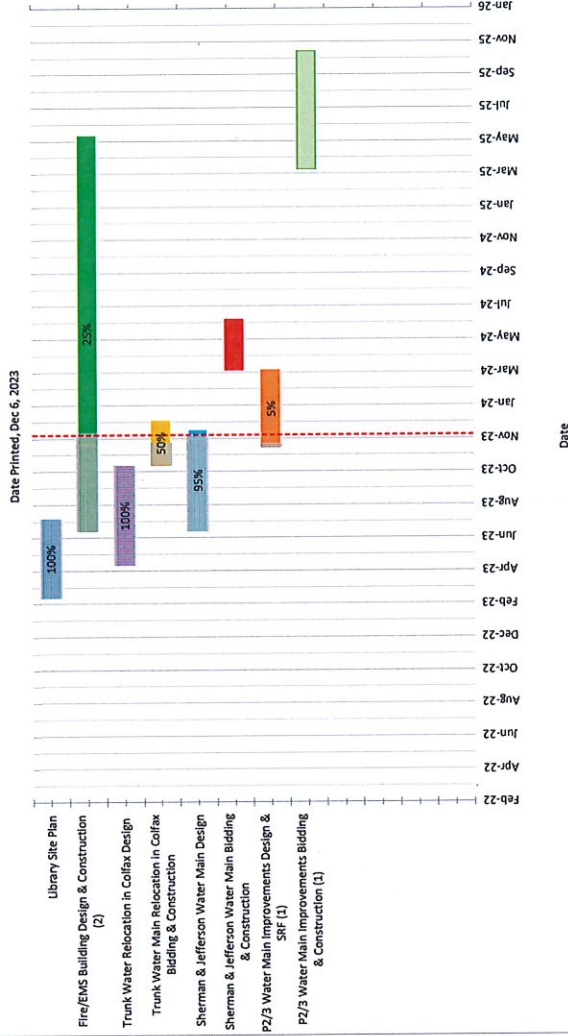
MSA anticipates the following estimated project schedules:

TASK NAME	START DATE	END DATE	DURATION (CAL DAYS)	PROGRESS
<b>FY23 &amp; FY24 Project Schedules</b>				
Library Site Plan	2/14/23	7/7/23	144	100%
Fire/EMS Building Design & Construction (2)	6/15/23	5/31/25	717	25%
Trunk Water Relocation in Colfax Design	4/14/23	10/11/23	181	100%
Trunk Water Main Relocation in Colfax Bidding & Construction	10/12/23	12/31/23	81	50%
Sherman & Jefferson Water Main Design	6/15/23	12/15/23	184	95%
Sherman & Jefferson Water Main Bidding & Construction	4/1/24	7/1/24	92	
P2/3 Water Main Improvements Design & SRF (1)	11/14/23	4/1/24	140	5%
P2/3 Water Main Improvements Bidding & Construction (1)	4/1/25	10/31/25	214	

(1) Phase 2 & 3 Water Main Improvement includes road reconstruction along Jefferson St from Main to State, and Main St from Jefferson St to the Bike Trail. This project is anticipated to be paid with SRF (for the water main portion) and a CDBG grant. If utilizing this funding method, funding could take multiple CDBG applications. The project would anticipate bidding in the fall of 2024 and able to begin construction in spring of 2025. SRF applications are due quarterly, with review/approval taking roughly 5 months.

(2) Bidding mid/late summer of '24, with construction start Fall of '24, conservative estimate for building occupancy would be fall of '25.

## City of Prairie City Capital Improvements







# Memo

**To:** City Administration, City Council

**From:** Kevin Gott

**CC:**

**Date:** 12-1-23

**Re:** November Police Report

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The department logged 128 calls for service for the month of November. 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 22 warnings for November.

The speed cameras recorded 1054 validations. These numbers are down from September's 1309.

Fire and EMS assist numbers were steady compared to the previous month with 8 assists both in the city and with assisting other agencies and we also recorded 69 salvage vehicle inspections during the month resulting in \$2760.

0 Animal complaints were reported this month.

Radar signs are installed and waiting on programming as of this date.

1 accident report was made for the month.

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

Total Number of Calls For Service:	128
(Persons):	75
(Businesses):	10
(Government Agencies):	26
(Other):	1

Traffic Accidents Investigated:	1
Traffic Citations Issued:	28
GTSB Citations:	0
Criminal Investigations Initiated:	2
*Photo Camera Citations Verified:	1054

Warnings Issued:	22
GTSB Warnings:	0

Last Month	1309
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Total Criminal Charges Filed:	0
Number of Adult Charges:	0
Number of Juvenile Charges:	0

Arrests Made:	0
Arrests for Other Agencies:	0
Arrest Warrants Issued:	0
Mental Health Calls/Transports:	0
Motorist Assist:	3
Vacation Checks:	1
Salvage Vehicle Insections:	69

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

Friday, December 01, 2023



## Prairie City Police Department

### Zone Activity Report for 01 NW Quad

Reporting Period: 11/1/2023 Through 11/30/2023

*3 Activities broke down as follows*

#### Disturbance

Disturbing Peace

1

**Total:**

1

#### Government Contact

Search Warrant

1

**Total:**

1

#### Investigation

Harassment / Threats

1

**Total:**

1

## Prairie City Police Department

### Zone Activity Report for 02 NE Quad

Reporting Period: 11/1/2023 Through 11/30/2023

*7 Activities broke down as follows*

#### Citizen Contact

Alarm	2
Public Assist	1
Vacation Watch	1
<b>Total:</b>	<b>4</b>

#### Government Contact

EMS Assist	2
<b>Total:</b>	<b>2</b>

#### Motorist Assist

Unlock Vehicle	1
<b>Total:</b>	<b>1</b>



## Prairie City Police Department

### Zone Activity Report for 03 SW Quad

Reporting Period: 11/1/2023 Through 11/30/2023

*20 Activities broke down as follows*

#### Business Contact

Suspicious Activity 1

**Total:** 1

#### Citizen Contact

Vacation Watch 13

**Total:** 13

#### Government Contact

EMS Assist 2

**Total:** 2

#### Investigation

Arson 1

Criminal Mischief / Vandalism 1

Suspicious Person / Activity 1

**Total:** 3

#### Traffic Accident

Reportable P.D. 1

**Total:** 1

## Prairie City Police Department

### Zone Activity Report for 04 SE Quad

Reporting Period: 11/1/2023 Through 11/30/2023

*34 Activities broke down as follows*

#### Administrative

Other	1
<b>Total:</b>	<b>1</b>

#### Citizen Contact

Other	1
Public Assist	2
Suspicious Activity	1
<b>Total:</b>	<b>4</b>

#### Government Contact

School Assist	9
School Patrol	1
<b>Total:</b>	<b>10</b>

#### Motorist Assist

Dangerous Driver	1
<b>Total:</b>	<b>1</b>

#### Salvage Inspection

Business	3
Individual	14
<b>Total:</b>	<b>17</b>

#### Traffic Violation

Verbal Warning	1
<b>Total:</b>	<b>1</b>



## Prairie City Police Department

### Zone Activity Report for 05 Hwy 163

Reporting Period: 11/1/2023 Through 11/30/2023

*46 Activities broke down as follows*

#### Government Contact

Monroe PD Assist	1
Reckless Driver	2
<b>Total:</b>	<b>3</b>

#### Motorist Assist

Object in Road	1
<b>Total:</b>	<b>1</b>

#### Salvage Inspection

Business	1
<b>Total:</b>	<b>1</b>

#### Traffic Violation

Citation	23
Verbal Warning	3
Written Warning	15
<b>Total:</b>	<b>41</b>

## Prairie City Police Department

### Zone Activity Report for 06 Other

Reporting Period: 11/1/2023 Through 11/30/2023

*18 Activities broke down as follows*

#### Citizen Contact

Alarm	1
<b>Total:</b>	<b>1</b>

#### Government Contact

City Assist	1
Colfax PD Assist	2
EMS Assist	2
Fire Department Assist	1
Monroe PD Assist	2
Security Check	3
Unwanted Person	1
<b>Total:</b>	<b>12</b>

#### Investigation

Missing Person	1
<b>Total:</b>	<b>1</b>

#### Salvage Inspection

Business	4
<b>Total:</b>	<b>4</b>



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:** December 4, 2023  
**SUBJ:** Cummins Planned Maintenance Agreement – Existing Generator at Wastewater Treatment Plant

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### Background

The City currently has a three (3) year Planning Maintenance Agreement with Cummins to service and maintain the existing generator located at the City's Wastewater Treatment Plant. The current agreement expired in November of this year. The new agreement extends through November of 2026 and is an annual amount of \$2476.11. Carl indicated that Cummins maintains the generator by examining the motor and related parts including the belt's hose, antifreeze, battery, they change the oil, and they start the motor to ensure that it is in optimal working order.

### Action

City staff recommend that the City Council approve the Planning Maintenance Agreement with Cummins through November 2026 for an annual amount of \$2476.11. The Building Maintenance 610-815-6310 account will be used to pay this request.





# Sales and Service

DES MOINES IA BRANCH  
1680 NE 51ST AVE  
PO BOX B  
DES MOINES, IA 50316  
Phone: 515-262-9591

## PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF PRAIRIE CITY PO BOX 607 Prairie City, IA 50228	Contact: Carl Van Der Kamp Phone: 515 979-3120 Fax: 515 9942376 Cust Id: 85820	Quote Date: 09-NOV-23 Quote Expires: 09-NOV-26 Quote Num: 210288 Quoted By: Melanie M Schutz Quote Term: 3 Year(s)

### Site Information

1	WWTP	9380 S 88TH AVE W	PRAIRIE CITY	IA	50228
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Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	WWTP	ONAN	175DSGAD	DSGAD	A130446444	STANDBY

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	WWTP	FULL SERVICE	3	825.37	2,476.11

\*\*\*Generator Planned Equipment Maintenance Quote\*\*\*

Based on previous PM schedule, services are tentatively scheduled for:  
March 2024, 2025, 2026: Annual Full Service and Oil sample

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:  
MELANIE SCHUTZ / MELANIE.M.SCHUTZ@CUMMINS.COM / PH: 651-286-2153 / FAX: 651-286-2021

### \*\*\*Payment Info\*\*\* (City of Prairie City has a line of credit)

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# \_\_\_\_\_

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:  
P.O. Box 772639  
Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:  
WILL SIEBELS / WILL.C.SIEBELS@CUMMINS.COM / PH: 319-270-7212

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF PRAIRIE CITY PO BOX 607 Prairie City, IA 50228	Contact: Carl Van Der Kamp Phone: 515 979-3120 Fax: 515 9942376 Cust Id: 85820	Quote Date: 09-NOV-23 Quote Expires: 09-NOV-26 Quote Num: 210288 Quoted By: Melanie M Schutz Quote Term: 3 Year(s)

Standard Agreement Amount \$2,476.11

Proposal Total \$2,476.11

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

### Customer Approval

Signature: \_\_\_\_\_

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

### CUMMINS INC

Signature: \_\_\_\_\_

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



## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

**2. CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

**3. PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

**4. DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

**5. WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

**6. LIMITATIONS OF WARRANTIES AND LIABILITY.** THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

**7. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**8. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**9. GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**10. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverages.

**11. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**12. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

**13. MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

**14. ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be provided to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

**15. PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

**16.** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(u), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022





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:** December 7, 2023  
**SUBJ:** Trugreen Service Agreement for 2024

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### Background

The City Council approved the current service agreement for weed and fertilizer treatments with Trugreen on June 14, 2023, for \$14,665. \$8000 was paid before June 30, 2023, and the balance was paid after July 1, 2023. The existing library property was added at additional cost. The first few standard treatments were missed this year with their late start in late June. Attached is a service agreement for the full year (2024) that includes the City's west entrance sign area, public parks including the sports complex, public buildings, trail area, and cemetery for \$14,695.

Trugreen service representatives are professional commercial applicators licensed by the Iowa Department of Agriculture and Land Stewardship to apply feed and fertilizer material. They are skilled and trained in accessing the applications that are necessary for the various ground conditions of City properties, applying the appropriate amounts at the most optimal times of the year, and reducing incidents of over spraying onto adjacent neighboring properties. The service agreement will allow the City's Public Works staff to focus on mowing and weed trimming on the City's public properties allowing them to also do other tasks with less potential negative long-term health risks. Also, there will be no costs incurred for Public Works staff to obtain applicator licenses, on-going training, and purchasing equipment, and weed and fertilizer materials for all of the City's public properties.

### Action

City staff recommend that the City Council approve the Trugreen agreement for \$14,695 for 2024. The Contracts for Parks 001-430-6499 account will be used to pay the expense and will likely be a part of a future budget amendment.



Brian Heiden

Phone: (515) 202-0413

#### Customer Information

**BILL TO:**

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

**SERVICE LOCATION:**

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

#### Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
City of Prairie City	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$40.00
City of Prairie City	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$40.00
City of Prairie City	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$40.00
City of Prairie City	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$40.00
City of Prairie City	Lawn Service	6	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	\$505.00
COMMUNITY PARK	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$505.00
COMMUNITY PARK	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$505.00
COMMUNITY PARK	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$505.00
COMMUNITY PARK	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$505.00
ENTRY WAY PARK	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$400.00
ENTRY WAY PARK	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent	\$400.00



			weed control (As Needed/Weather Dependent)	
ENTRY WAY PARK	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$400.00
ENTRY WAY PARK	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$400.00
ENTRY WAY PARK	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$400.00
LIBRARY	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$40.00
LIBRARY	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$40.00
PRAIRIE CITY BIKE TRAIL	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$375.00
PRAIRIE CITY BIKE TRAIL	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$375.00
PRAIRIE CITY BIKE TRAIL	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$375.00
PRAIRIE CITY BIKE TRAIL	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$375.00
REC COMPLEX - COMMON AREAS	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$225.00
REC COMPLEX - COMMON AREAS	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$225.00
REC COMPLEX - COMMON AREAS	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$225.00
REC COMPLEX - COMMON AREAS	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$225.00
REC COMPLEX - COMMON AREAS	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$225.00
REC COMPLEX F- FIELDS	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$535.00
REC COMPLEX F- FIELDS	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$535.00
REC COMPLEX F- FIELDS	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$535.00
REC COMPLEX F- FIELDS	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$535.00
REC COMPLEX F- FIELDS	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$535.00



TENNIS COURTS	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$140.00
TENNIS COURTS	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$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 PLANT	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$230.00
WATER TREATMENT PLANT	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$230.00
WATER TREATMENT PLANT	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$230.00
WATER TREATMENT PLANT	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$230.00
WATER TREATMENT PLANT	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$230.00
WAVELAND CEMETERY	Weed Control Service	1		\$720.00
WAVELAND CEMETERY	Weed Control Service	3		\$720.00
WAVELAND CEMETERY	Weed Control Service	4		\$720.00
WAVELAND CEMETERY	Weed Control Service	5		\$720.00

Subtotal: \$14,695.00

Total Sales Tax Amount: \$0.00

Grand Total: \$14,695.00

#### Description:

#### 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



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:** December 4, 2023  
**SUBJ:** Mainline Construction Change Order #1

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### Background

The City Council approved the contract with Mainline Construction at their meeting November 8, 2023, for \$366,535.70 to install the City's new water main at the City's Water Well Field area. The property owner, Douglas Rogers inquired with City staff about having the contractor mulch the trees that will be removed for the project so that he can use the material to replenish the agricultural soil in spots where soil conditions are sandy. The added cost to rent a mulching machine plus labor is estimated to cost \$2600 per day (five days maximum for \$13,000). Also, it was determined an air release valve needs to be installed in the new water line so that air in the line doesn't stir rust causing it to be released in the system near the Water Treatment Plant area. The estimated cost to install the air release valve is \$2300 for a total Change Order #1 of \$15,300.

### Action

City staff recommend that the City Council approve Change Order #1 for up to \$15,300 and to use Speed Camera revenue to pay the additional expenses. Capital Expense 600-810-6799 account will be used to pay the expense. The bid for the water main project was less than engineer's construction estimate.



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Trunk Water Line Relocation in Colfax  
**Contractor:** Mainline Construction, Inc.  
**Address:** 902 2nd Street NE, Bondurant, IA 50035  
**Finance Budget Code:** **Finance Project #**  
**Vendor Project or Invoice #:** **PO #**  
**Original Contract Date:** November 8, 2023 **Engineer PN #** 08994049

**Date of Council Meeting:** December 13, 2023 **PAYMENT REQUEST #** 1  
**PAYMENT PERIOD:** From: November 14, 2023 Through: December 5, 2023

## Contract Summary

Original Contract Amount:	\$	366,535.70	
Net change by Change Orders:	\$	15,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	381,835.70	
Total completed and stored to date:	\$	110,248.20	
Retainage: 5 % of Completed Work:	\$	5,512.41	
Total Earned less Retainage:	\$	104,735.79	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 104,735.79
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 104,735.79
Balance to finish, including retainage:	\$	277,099.91	

Notice to Proceed: November 14, 2023  
Substantial Completion Date: December 31, 2023 (47 CALENDAR DAYS)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Construction Contractor Approval:** Mainline Construction, Inc.

Signature: Date: 12/6/23

**Engineer / Consultant Approval:** MSA Professional Services, Inc.

Signature: Date: 12/6/2023

**Owner Approval:** City of Prairie City

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

**Submit to:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

### APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

### CONTRACT PRICE DETAIL

[illegible]

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 381,835.70

\$ 110,248.20

28.87%

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

No.	Date	Amount
1		
2		
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## Previous Applications for Payment

No.	Date	Amount
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66		
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68		
69		
70		

PAYMENT TOTAL \$ -

## Record of Change Orders

No.	Date	Amount
1	December 13, 2023	\$ 15,300.00
2		
3		
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22		
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24		
25		

CHANGE ORDER TOTAL \$ 15,300.00

## Contract Time Remaining

	CALENDAR DAYS
Contract Period:	
Original Contract Date:	11/8/2023
Notice to Proceed:	11/14/2023
Original Contract Time:	47.00
Added by Change Order:	-
Contract Time to Date:	47.00
Time Used to Date:	21.00
Contract Time Remaining to Sub:	26.00



# Change Order

## No. 01

Date of Issuance: November 20, 2023 Effective Date: December 13, 2023

Project: Trunk Water Line Relocation in Colfax	Owner: City of Prairie City	Owner's Contract No.:
Contract: City of Prairie City - Trunk Water Line Relocation in Colfax	Date of Contract: November 8, 2023	
Contractor: Mainline Construction, Inc.	Engineer's Project No.: 08994049	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See attachments

Attachments (list documents supporting change):

Mainline Construction form of costs

Change Order 1 Detail

### CHANGE IN CONTRACT PRICE:

### CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$366,535.70

[Increase] [Decrease] from previously approved Change Orders  
No. N/A to No. N/A

\$N/A

Contract Price prior to this Change Order:

\$366,535.70

Increase of this Change Order:

\$15,300.00

Contract Price incorporating this Change Order:

\$381,835.70

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): December 31, 2023

Ready for final payment (days or date): May 1, 2024

No change from previously approved Change Orders  
No. N/A to No. N/A

Substantial completion (days): December 31, 2023

Ready for final payment (days): May 1, 2023

Contract Times prior to this Change Order:

Substantial completion (days or date): December 31, 2023

Ready for final payment (days or date): May 1, 2023

No change of this Change Order:

Substantial completion (days or date): December 31, 2023

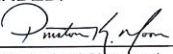
Ready for final payment (days or date): May 1, 2023

Contract Times with all approved Change Orders:

Substantial completion (days or date): December 31, 2023

Ready for final payment (days or date): May 1, 2023

### RECOMMENDED:

By:   
Engineer (Authorized Signature)

Date: 12/6/2023

Approved by Funding Agency (if applicable):

### ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

### ACCEPTED:

By:   
Contractor (Authorized Signature)

Date: 12/6/2023

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



**Project Title:** Trunk Water Line Relocation in Colfax  
**Contractor:** Mainline Construction, Inc.  
**Address:** 902 2nd Street NE, Bondurant, IA 50035  
**Finance Budget Code:** \_\_\_\_\_ **Finance Project #** \_\_\_\_\_  
**Vendor Project or Invoice #:** \_\_\_\_\_ **PO #** \_\_\_\_\_  
**Original Contract Date:** November 8, 2023 **Engineer PN #** 08994049

Change Order Number: 1

Change Order Date: December 13, 2023

**Purpose of Change Order:**

**2.02:** Add item to mulch trees for property owner. Item includes mobilization, chipping, and spreading of trees removed under bid item 2.01 - Clearing and Grubbing, LS.

**5.11:** Add item to provide air relief on the existing line north of the proposed tie-in northeast of the golf course. After draining the existing line of water to make a tie-in near the wells, air will be in the existing line. If this is not relieved before reaching the water treatment plant, this air pocket will cause rust to stir at the treatment plant and multiple City staff hours to maintain. Field exploration took place with the Contractor and City and they were unable to locate an existing valve that could provide such relief near this location, per plans reviewed at City Hall.

**Details of Change Order:**

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.02	Mulch Trees	CDAY	5.00	\$ 2,600.00	\$ 13,000.00
5.11	2-in. Air Blowoff on Existing 10-in. Line	EA	1.00	\$ 2,300.00	\$ 2,300.00
			-	\$ -	\$ -
			-	\$ -	\$ -
			-	\$ -	\$ -
			-	\$ -	\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 15,300.00**

**Record of Change Orders**

#	Date	Amount
<b>Original Contract Amount</b>		<b>\$ 366,535.70</b>
1	December 13, 2023	\$ 15,300.00
2		
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**Revised Contract Amount** **\$ 381,835.70**



PO Box 173 Bondurant, Iowa 50035

CHANGE ORDER #: 1

DATE 11/14/2023	JOB NAME AND/OR LOCATION DESCRIPTION City of Prairie - Colfax Trunk Water Main	
CONTACT PERSON Brady Carter	PHONE NUMBER 641-325-1832	EMAIL ADDRESS bradyc@mainlineconstruct.com

Description	Qty	UOM	\$/UOM	Total Cost
Mulching Trees	1	ls	\$ 13,000.00	\$ 13,000.00
2" Air Blowoff on Existing 10" Line	1	ea	\$ 2,300.00	\$ 2,300.00

5 CDAY @ \$2,600.00

Total: \$ 15,300.00

Authorized Signature: \_\_\_\_\_

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

**ACCEPTANCE OF CHANGE ORDER:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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





# Memo

**To:** City Council and Mayor  
**From:** Kevin Gott, Chief of Police  
**CC:**  
**Date:** 12-06-2023  
**Re:** Hiring Full Time Officer Matthew Covey

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I am recommending the hiring of Matthew Covey as a Full Time Police officer at a rate of \$30.90 to fill the opening we have from the departure of Nick Aldridge. This position is currently budgeted for and will bring the department to full staff and provide more consistent coverage while reducing the amount of overtime being spent currently.

Matt has over 20 years of Law Enforcement experience beginning in Pleasant Hill, moving to the Iowa State Fair Police Department, and most recently being the Police Chief in Mitchellville. Matt is an instructor in OWI/Field Sobriety, Tazer, and Radar and will bring years of knowledge to the department. With him coming here from Mitchellville he will already be accustomed to working alone in a small town.

I have known Matt for 15 years and have worked with him at both Pleasant Hill and with the Iowa State Fair and I feel he will be an asset to the city.

# Prairie City Police Department

## Employment Application

*Applicant Name* MATTHEW COVEY

Primary Phone Number: (515) [REDACTED]

Email Address: MATTHEWCovey@ [REDACTED]

*Deadline to Return Application:* \_\_\_\_\_

Prairie City Police Department  
203 East Jefferson Street  
Prairie City, Iowa 50228

AN EQUAL OPPORTUNITY EMPLOYER

Qualified applicants are eligible to compete for all positions without regard to race, national origin, sex, creed, religion, age or marital status.

APPLICATION FOR PEACE OFFICER EMPLOYMENT

Notice: Application must be computer generated, typewritten or clearly printed in ink. ALL questions must be answered and accompanying documents received PRIOR to processing. If not applicable, indicate NA (not applicable). If space provided is not sufficient for complete answers or you wish to furnish additional information, attach sheets of the same size as this application and number answers to correspond with questions.

CHECK POSITION(S) APPLIED FOR. YOU MAY APPLY FOR MORE THAN ONE POSITION.  
PLEASE INDICATE YOUR PREFERENCE BY MARKING FIRST CHOICE, SECOND CHOICE, THIRD CHOICE, ETC.

☐ Reserve Peace Officer  
☒ Police Officer  
☐ Sergeant

☐ Civilian Assistant (Volunteer)  
☐ Chaplain (Volunteer)  
☐ Other: \_\_\_\_\_

PERSONAL HISTORY

a. Name in full (last, first, middle) <u>COVEY, MATTHEW</u>		b. Social Security Number [REDACTED]	
c. List all other names you have used. Include nicknames, maiden name, and previous married surname(s).	d. Have you previously applied with the Prairie City Police Department/City of Prairie City? If yes, specify dates.	e. E-Mail address (indicate if case sensitive)	
f. Birth date (month, day, year) [REDACTED]	g. Place of birth: [REDACTED]	h. Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
i. Driver's license number: [REDACTED]	j. Current driver's license state of issue: <u>IA</u>		
k. List <u>all</u> states in which you have had a driver's license issued to you:		l. Are you currently certified by the Iowa Law Enforcement Academy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date Certified: <u>7/15/05</u> MO/DAY/YR	

CONTACT INFORMATION

a. Current mailing address [REDACTED] Street address/P.O. Box <u>ALTONA</u> <u>IA</u> <u>50009</u> City State Zip code		To schedule appointments we will need the following telephone numbers: Residence: (575) [REDACTED]
b. Permanent address if different from above [REDACTED] Street address/P.O. Box City State Zip code		Office or alternate #: ( ) _____



## EMPLOYMENT

List your work experience, starting with the most recent. Include summer and part-time employment in addition to jobs held as a teenager. Account for all time within the last ten (10) years. If unemployed for a period of time, indicate and set forth dates of unemployment. If you do not recall the name of a supervisor, work address, etc., indicate such on the application.

a. Name of employer <b>CITY OF MITCHELLVILLE</b>		Dates of employment <b>9-22 12/23</b>	Salary <b>77,000</b>
Address <b>110 2ND ST NE</b>		Position and kind of work <b>POLICE CHIEF</b>	
City & state <b>MITCHELLVILLE IA</b>		Name of supervisor <b>MAYOR TROBAUGH</b>	
Telephone <b>(515) 967-9289</b>		Reason for leaving <b>[REDACTED]</b>	
b. Name of employer <b>IOWA STATE FAIR</b>		Dates of employment <b>6/21 - 9/22</b>	Salary <b>77,000</b>
Address <b>3000 E GRAND</b>		Position and kind of work <b>POLICE CORPORAL</b>	
City & state <b>DES MOINES IA</b>		Name of supervisor <b>RANDY JONES</b>	
Telephone <b>(515) 265-3000</b>		Reason for leaving <b>[REDACTED]</b>	
c. Name of employer <b>PLEASANT HILL</b>		Dates of employment <b>7-2000 6-2021</b>	Salary <b>75000</b>
Address <b>5160 MAPLE DR</b>		Position and kind of work <b>POLICE</b>	
City & state <b>PLEASANT HILL IA</b>		Name of supervisor <b>JAMES GRIMES</b>	
Telephone <b>(515) 265-1444</b>		Reason for leaving <b>[REDACTED]</b>	
d. Name of employer		Dates of employment	Salary
Address		Position and kind of work	
City & state		Name of supervisor	
Telephone <b>( )</b>		Reason for leaving	
e. Name of employer		Dates of employment	Salary
Address		Position and kind of work	
City & state		Name of supervisor	
Telephone <b>( )</b>		Reason for leaving	
f. Name of employer		Dates of employment	Salary
Address		Position and kind of work	
City & state		Name of supervisor	
Telephone <b>( )</b>		Reason for leaving	
g. Name of employer		Dates of employment	Salary
Address		Position and kind of work	
City & state		Name of supervisor	
Telephone <b>( )</b>		Reason for leaving	

# Prairie City Police Department

## UNDERSTANDING OF APPLICATION PROCEDURE

I, MATTHEW COVEY, understand that my application will **NOT** be processed for a peace officer position with the Prairie City Police Department unless **all** required materials have been completed and included with the application. I understand that I must submit the following materials in order for my application to be processed:

- ☐ Application form (Pages 1 – 6)
- ☐ High school grade transcripts or copy of G.E.D.
- ☐ College grade transcripts if applicable
- ☐ **Certified copy** of birth certificate (Xerox copies or notary signed birth certificates are **not** acceptable. The *certified* birth certificate will have an embossed seal.)
- ☐ Copy of DD214 (military discharge document) if applicable.
- ☐ Copy of I.L.E.A. certification if applicable.
- ☐ Authorization for release of personal information.
- ☐ Medical Release.

*Applicants born in the State of Iowa are able to obtain a certified copy of their birth certificate by contacting or stopping by the Iowa Department of Public Health, Vital Records Bureau in the Lucas State Office Building located in Des Moines. A nominal fee will be required for the record search and includes one certified copy. The phone number for the Department of Public Health is: (515) 281-4944. The web address is: [http://www.idph.state.ia.us/eh/health\\_statistics.asp](http://www.idph.state.ia.us/eh/health_statistics.asp). It is also possible for applicants to obtain a certified birth certificate from their county courthouse of birth.*

I understand that I must meet and maintain all minimum qualification standards; including physical requirements and personal conduct from the time my application is submitted through the end of the selection process. **I understand that providing false, misleading and/or incomplete information is grounds for exclusion from the selection process or discharge if discovered subsequent to employment.**

I understand that all submitted materials become the property of the Prairie City Police Department and will **NOT** be returned to me. (It is suggested that applicants make copies of their application materials for their personal file.)

  
(Signature of Applicant)

11 / 29 / 23  
(Date)



# Prairie City Police Department

## AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, MATTHEW COVEY, do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the Prairie City Police Department, whether the said records are of a public, private or confidential nature, including criminal histories.

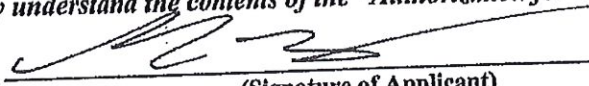
The intent of this authorization is to give my consent for full and complete disclosure of records of educational institutions; financial or credit institutions, including records of loans, the records of commercial or retail credit agencies (including credit reports and/or ratings) and other financial statements of records whenever filed; medical and psychiatric treatment and/or consultation, including hospitals, clinics, private practitioners, and the U.S. Veteran's Administration; employment and pre-employment records, including background reports, efficiency ratings, complaints or grievances filed by or against me; and the recollections of attorneys at law, or of other counsel, whether representing me or another person in any case, either criminal or civil, in which I presently have, or have had an interest.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for employment by the Prairie City Police Department. I also certify that any person(s) who may furnish such information in good faith concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I further release the Prairie City Police Department from any and all liability which may be incurred as a result of collecting such information.

**I HEREBY SWEAR AND AFFIRM THAT EACH STATEMENT AND ALL INFORMATION IN OR SUPPLEMENTING THIS APPLICATION (PERSONAL AND PHYSICAL EVALUATION) ARE COMPLETE, TRUE AND ACCURATELY RECORDED TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT PROVIDING FALSE, MISLEADING AND/OR INCOMPLETE INFORMATION ON THIS APPLICATION IS GROUNDS FOR EXCLUSION FROM THE SELECTION PROCESS OR DISCHARGE IF DISCOVERED SUBSEQUENT TO EMPLOYMENT.**

A photocopy and/or fax of this release form will be valid as an original thereof, even though the said photocopy/fax does not contain an original writing of my signature.

*I have read and fully understand the contents of the "Authorization for Release of Personal Information".*

  
(Signature of Applicant)

11-29-23  
(Date)

*The Prairie City Police Department is an equal opportunity employer.*



## RESOLUTION NO. 12-13-23-3

### A RESOLUTION APPOINTING A POLICE OFFICER

**WHEREAS,** Chapter 30 of the City's Code of Ordinances addresses the minimum qualifications and duties of Police Officers, and

**WHEREAS,** Police Officers are required to meet the minimum qualifications of the Iowa Law Enforcement Academy including in-service training, and

**WHEREAS,** Police Officers are also required to follow Police Department rules established by the Police Chief, and

**WHEREAS,** Police Chief Gott requests the City Council's support in hiring Police Officer Matthew Covey who has over 23 years of law enforcement experience, and

**WHEREAS,** Chapter 30.06 indicates the Mayor shall select subject to the approval of the City Council the Police Officers in the Police Department.

**NOW THEREFORE BE IT RESOLVED** that the Mayor recommends that the City Council approve the appointment of Matthew Covey as Police Officer at \$30.90 per hour, and effective upon City Council action December 13, 2023.

Approved and adopted this 13th Day of December, 2023.

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Chad D. Alleger, Mayor  
City of Prairie City

ATTEST

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



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:** December 6, 2023  
**SUBJ:** MSA Service Agreement for GIS Services

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### Background

The City has a Graphic Information System (GIS) that is administered by MSA that contains information on the City's sanitary sewers, lift station, storm sewers, and the water system. Past decisions were made by City staff and the City Council to collect this information and continuing to collect the data will provide long-term benefits for the City. There is a need to include the past and current work completed by CIT regarding the City's sanitary sewers and with the state and EPA mandated Lead Inventory requirement MSA will create applications and obtain necessary data to be provided to these agencies by October 16, 2024.

### Action

City staff recommend that the City Council approve the MSA Service Agreement for GIS Services for the above identified projects for \$11,300. The \$4300 will be applied to the current FY24 Water budget under the Engineering Expense 600-810-6407 account and the \$7000 will be applied to the FY25 Sewer budget under the Engineering Expense 610-815-6407 account.



## Professional Services Agreement

MSA Project Number (2023): R08994048.0

This AGREEMENT (Agreement) is made effective 11/22/23 by and between

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

Address: 60 Plato Blvd E. Suite 140, St. Paul, MN 55107

Phone: 612-548-3123

Representative: Jeff Powell, GIS Solutions Team Leader

Email: jpowell@msa-ps.com

**CITY OF PRAIRIE CITY IOWA**

Address: 230 E Jefferson PO BOX 607, Prairie City, IA 50228

Phone: 515-994-2649

Representative: Jerry Moore Email: jerry.moore@prairiecitiowa.us

**Project Name:** 2023-2024 On Call GIS Support Services

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

**The schedule to perform the work is:** Approximate Start Date: 11/22/23  
Approximate Completion Date: 12/31/24

**The estimated fee for the work is:** \$11,300 plus any additional requested on call support in 2024. See Attachment A for details of on-call services and current task requests.


All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

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

**CITY OF PRAIRIE CITY IA**

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

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
  
Jeff Powell  
GIS Solutions Team Leader  
Date: 11/22/23



**.MSA PROFESSIONAL SERVICES, INC. (MSA)**  
**GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - GIS)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.



5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.



This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

12. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. **Non-Solicitation** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, each party agrees that without the other party's consent it shall not either directly or indirectly solicit, recruit or hire as an employee, consultant, or independent contractor, any personnel of the other party; provided however that nothing herein shall preclude the hiring party from hiring or retaining any individual who is hired solely as a result of the use of a general solicitation (such as an advertisement) not specifically directed to the individual. Remedy for any violation of this provision shall be liquidated damages in the amount equal to 50% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages.

21. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the



negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

22. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

23. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

24. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

25. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

26. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

27. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

28. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

29. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

30. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

31. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

32. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

33. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



## **ATTACHMENT A: SCOPE OF SERVICES**

Provide on-call GIS Technical Support Services for tasks authorized by the client. Support can include ArcGIS Online modification, configuration, training, or map updates. Other services could include data creation, PDF map creation and printing, or field work. This contract will serve multiple departments and requested services will be detailed separately on a single invoice. Client may request or determine tasks at contract term initiation or at any point within the term duration. MSA will provide detailed scope and cost estimates prior to commencement of tasks upon request. The support contract is set through 2024.

Cost Estimates for Tasks already requested are shown below.

### **Task 1 – CCTV Processing - \$7,000**

- Approx. 20,000 linear ft of cctv processing from 4 unique CIT visits between 2022 and 2023 provided by CIT
- MSA will process all event defects, pipe ratings, photos
- Final result will create unique layers for pipe defects with attached photos along the sanitary mains, lines where inspections occurred with their rating and date, and MSA will verify and update all existing GIS data to correct any missing or incorrect pipe diameter or materials using CITs evaluation during televising.
- Cost of processing is generally \$2,000 per 5,000 ft if the City is interested in processing a smaller focused area and completing this work over time. Other cities typically do this incrementally and annually for this purpose.

### **Task 2 – Lead and Copper Inventory Solution - \$4,300**

- MSA will configure a set of applications to manage and submit state and EPA required service line material inventory.
- This includes import of the customer database from meter billing software, design of data to comply with inventory requirements, an office and field editor app, reporting dashboard with spreadsheet export capability, and a public viewer application



## ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative .....	\$ 75 – \$150/hr.
Architects .....	\$ 75 – \$215/hr.
Community Development Specialists .....	\$135 – \$185/hr.
Digital Design .....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists .....	\$105 – \$185/hr.
Geographic Information Systems (GIS) .....	\$ 95 – \$185/hr.
Housing Administration .....	\$ 95 – \$170/hr.
HR .....	\$ 135 – \$150/hr.
Inspectors/Zoning Administrators .....	\$105 – \$130/hr.
IT Support .....	\$175 – \$195/hr.
Land Surveying .....	\$ 75 – \$185/hr.
Landscape Designers & Architects .....	\$ 75 – \$215/hr.
Planners .....	\$ 75 – \$205/hr.
Principals .....	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems .....	\$150 – \$200/hr.
Project Managers .....	\$150 – \$230/hr.
Real Estate Professionals .....	\$135 – \$165/hr.
Staff Engineers .....	\$ 75 – \$145/hr.
Technicians .....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator .....	\$ 90 – \$115/hr.

### REIMBURSABLE EXPENSES

Copies/Prints .....	Rate based on volume
Specs/Reports .....	\$10
Copies .....	\$0.12/page
Plots .....	\$0.006/sq.in.
Flash Drive .....	\$10
GPS Equipment .....	\$20/hour
Dini Laser Level .....	\$30/per day
Mailing/UPS .....	At cost
Mileage – Reimbursement .....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle .....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine .....	Included in labor rates
Robotic Survey Equipment .....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods .....	At cost
Travel Expenses, Lodging, & Meals .....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Geodimeter .....	\$30/hour
Drone Flight .....	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

## JOE'S OLD FASHIONED FUN, llc

Mail payments to:  
Joe Henscheid  
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 4<sup>th</sup> day of Dec, 2016 by and between Joe's Old Fashioned Fun, LLC (hereinafter referred to as Operator, and City of Prairie City (hereinafter referred to as Customer.)

- Operator agrees to furnish, rides, inflatable's and concessions for games PC Days Engagement, for Customer commencing on July 26 and ending July 27 10pm. Operator guarantees 4-5 number of rides minimum. Additional provisions: Including inflatables.  
4-5 inflatables & games
- 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 8am Fri 7/26 on the date of the set-up which will be the 26 day of July, 2023. Customer will provide portable toilets ~~and showers~~ for the use of the Operator and staff upon arrival to the site of the engagement. If the venue is not cleared and prepared on the date of the set-up a surcharge of \$500.00 shall be paid to the Operator.
- Customer shall pay a deposit of \$8,000. ~~\$1000.00~~ as a <sup>NO</sup> guarantee on pre-sales tickets for rides only due upon execution of this contract, with the balance of \$24000.00 due 30 days or more prior to the engagement. Operator shall pay back        % over such guaranteed amoun less sales tax. At the time of the set-up Operator shall collect from customer all unsold pre-sale tickets. If unsold pre-sale tickets are not collected at the time of the set-up Customer shall pay a late fee of \$500.00.
- Operator shall be the exclusive vendor of rides, inflatable's and concessions 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 furnish all special coupons and advertising which will be used for promotional benefits



## JOE'S OLD FASHIONED FUN, llc

Page 2

12. In case of accident, delay, strikes, fire, flood or Acts of God, if it becomes necessary to change route, or other causes beyond the control of the Operator, Operator shall not be held liable for damages to the Customer for failure to fulfill this contract. In the event the Operator does not show up for the event, all monies paid shall be refunded to the Customer.
  13. Customer shall provide, as predetermined, sufficient power to operate all rides and concessions. — *200 Amp.*
  14. 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.
  16. 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.
  17. 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.
  18. Additional Provisions: \_\_\_\_\_  
*Friday 5pm - 10pm*  
*Saturday Noon - 10pm*
- 
19. 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 \_\_\_\_\_, ~~2016~~

Contact: \_\_\_\_\_  
Group: \_\_\_\_\_

Address: *203 E Jefferson*  
*Prairie City IA 50228*

Phone *515 994-2649*  
E-Mail \_\_\_\_\_

  
Joe's Old Fashioned Fun





# Blake Jack + South 35 Performance Agreement

This Agreement made by as of **November 27, 2023** and between the parties identified below.

In consideration for the following covenants, conditions and promises, the **Purchaser** identified below agrees to hire the below identified **Artist** to perform an engagement, and the **Artist** agrees to provide such performance services, under the following terms and conditions:

This agreement for performance services is entered into by the musician(s) known as: **Blake Jack + South 35** now referred to as "**Artist**" and "**Purchaser**" known as **Prairie Days**.

**Purchaser** hires musicians on the terms and conditions set forth in this contract.

Place of engagement	<b>Prairie Days</b>	Performance Date	<b>July 27, 2024</b>
Type of Event	<b>Outdoor Show</b>	Duration (hrs)	<b>3.0</b>
Performance Hours	<b>8pm till 11pm</b>	# of Sets	<b>3</b>
# Breaks	<b>2</b>	Break Duration	<b>15 to 20 minutes</b>
Performance Fee	<b>\$2250.00</b>	Deposit- Non Refundable	<b>none</b>

## Additional Terms and Conditions:

**Payment** – The **Purchaser** agrees to pay the **Artist** a performance fee of **\$2250.00**. The total cost of **\$2250.00** includes the travel expenses, load in, performance, and load out. No additional cost will be added unless agreed upon prior to the event by both parties. The **Purchaser** shall pay the **Artist** **\$2250.00** in the form of cash, check or money order upon completion of the performance. **Checks should be made out to Dave Bloom**. No taxes will be withheld for the full price agreed upon. The **Purchaser** shall pay all other necessary expenses.

**Stage Access/Sound Check** – The set up and sound check time with full access to stage and P.A. equipment on the date of performance shall be at or before:

<b>3</b>	<b>Hours prior to start</b>	Prior to day of performance	<b>Day of performance</b>
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**Sound Reinforcement** – Sound reinforcement and lighting will be provided as indicated below. (A=Artist, P= Purchaser)

Sound Reinforcement	<b>A</b>	Stage Lighting	<b>A</b>
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**Security** – **Employer** will provide sufficient security so that no unauthorized persons will have access to the stage area or backstage area. The **Artist** will provide names of persons or guests authorized to be backstage. If security backstage passes and/or laminates are to be used, a representative of the **Artist** will



supply to the employer a photo copy of the pass system to be used for the performances per the terms and conditions of this agreement.

Hotel Rooms – N/A

Dressing Room – The **Purchaser** shall provide the **Artist** with a private dressing room for the **Artist** to change. Access to a mirror is preferred but not required.

Beverages – At minimum, the **Purchaser** agrees to provide the **Artist** with bottled water for the stage. Beverages of choice, in addition to water, are to be provided by the **Purchaser** if agreed upon by both parties. One drink minimum per set is requested for each member. (5 band members for a total of 15 minimum drinks requested).

Merchandising – The **Artist** shall have the option to sell merchandising material at the performance and shall retain the proceeds of such sales.

Promotion - The **Purchaser** shall be responsible for promotion of the performance. The **Artist** shall provide the **Purchaser** with copies of the **Artist** digital promotional materials if needed. The **Artist** will also provide promotion of the event via our Facebook page. The **Artist** will provide posters for the event upon request.

Free Tickets -     N/A     free passes/tickets shall be provided by the **Purchaser** for the **Artist**.

Cancellation – In the event that the **Purchaser** cancels any performance less than fourteen (14) days prior to the date of such performance, the **Purchaser** will pay the **Artist**, as liquidated damages, the full guaranteed fee agreed to be paid for such performance.

Provision of suitable performance locations is the sole responsibility of the employer. If the performance location becomes unavailable due to weather, a suitable location may be utilized. Should cancellation due to weather be unavoidable, the **Purchaser** shall pay the **Artist** as follows: 50% of the full guaranteed fee if cancellation proceeds beginning of band set up, or 100% if band set up has begun.

Insurance – **Purchaser** agrees to retain any and all necessary liability insurance with respect to the **Purchaser's** event. **Purchaser** agrees to indemnify and hold harmless the **Artist** from any and all claims, liabilities, damages, and expenses arising from any action or activity of the **Purchaser** and associated staff or event attendees while the **Artist** is rendering the contracted services, except for claims arising from the any action or activity of the **Artist** or their employees, contractors or staff. **Artist** agrees to indemnify and hold harmless the **Purchaser** from any and all claims, liabilities, damages, and expenses arising from any action or activity of the **Artist** and associated staff or contractors while the **Artist** is rendering the contracted services, except for claims arising from the any action or activity of the **Purchaser** or their employees, contractors or staff. Acquisition of noise permits and noise ordinance monitoring are the sole responsibility of the **Purchaser**.

Power – The **Purchaser** shall be responsible for providing ample power for outdoor events.

Safety – The **Artist** utilized electrical equipment that is subject to damage and presents a potential safety hazard in wet and/or excessively cold or humid environments. The **Artist** reserves the right to cancel or suspend performance should stage conditions present these hazards. Alternative performance dates resulting from safety related cancellations or suspensions shall be negotiated in a separate contract.

Disputes – In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney's fees and costs by the losing party.

<b>Purchaser:</b>	Contact Information	<b>For Artist:</b>	Contact Information
Name:	Amy Witte/Prairie Days	Name:	Tammy Mozey (Blake Jack + South 35)
Address:		Address:	8200 Merryvale Ln
City, State:	Prairie City, IA	City, State:	Charlotte, NC 28214
Phone:		Phone:	515-208-6406
Email:	Pc.celebrationcommittee@gmail.com	Email:	ktmozey@yahoo.com

This contract and any attachments or riders incorporated herein, shall be governed by the State of Iowa law, may be modified only by signed writing, and is binding and valid only when signed by both parties below, and the **Artist** has received the deposit (if required) specified no later than **N/A**.

For Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

For Artist: \_\_\_\_\_ Date: \_\_\_\_\_



# Jordan Beem

# INVOICE

2727 NW Casey Jones Ln  
Ankeny, IA 500023  
Phone: 515-975-8458

INVOICE #008  
DATE: 12/5/2023

**TO:**  
Prairie City Celebration

**FOR:**  
Performance at Prairie City Celebration on  
7/26/2024

DESCRIPTION	HOURS		TOTAL AMOUNT
Acoustic Performance on 7/26/2024	3 hrs 8-11 PM	\$500	\$500
TOTAL			AMOUNT

Make all checks payable to Jordan Beem

Additional info/requirements: Will set up no less than 1 hour prior to show time. (will likely be 2 hours or more) Access to one outlet required (2 circuits of 110 volts).

**Thank you!**

## **RESOLUTION NO. 12-13-23-4**

### **RESOLUTION APPROVING HIRING AN EMS VOLUNTEER**

**WHEREAS**, the City's Code of Ordinances Chapter 37 addresses the regulations for the Ambulance Service and Emergency Medical Services (EMS), and

**WHEREAS**, the ambulance service shall consist of a Chairperson as selected and appointed by the City Council and the ambulance service shall also consist of other officers and personnel as may be authorized by the City Council, and

**WHEREAS**, members of the ambulance service shall be certified emergency medical care providers in accordance with the rules established by the Iowa Department of Public Health, and

**WHEREAS**, no person having otherwise qualified shall be appointed to the ambulance service until such appointment is submitted to and approved by a majority of the City Council members, and

**WHEREAS**, Ambulance Director, Jody Van Der Kamp is requesting the City Council support hiring EMS Volunteer candidate Dylan Cornelison who shall meet all requirements of the EMS Bylaws, Employee Manual, and the City's Code of Ordinances.

**WHEREAS**, Dylan Cornelison is currently a Public Works Employee and the Ambulance Service and EMS Department frequently needs volunteers to assist with emergency calls during the day.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Prairie City, IA approves Resolution 12-13-23-4 in support of EMS Director Jody Van Der Kamp's recommendation to hire Dylan Cornelison effective December 13, 2023.

Passed and approved December 13, 2023.

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Chad D. Alleger, Mayor

Attest:

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Christie Busby, City Clerk/Finance Officer





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:** December 7, 2023  
**SUBJ:** Part-time Public Works Employee for Snow Removal

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### Background

With winter weather approaching, it's important for the City to have staffing options for responding to inclement weather conditions on City streets if needed. A Public Works staff member is on light duty due to their medical restrictions and will not be able to assist with snow removal this winter.

Jake Farlow, the interim Public Works Superintendent effective January 1, 2024, supports having Carl Van Der Kamp assist the Public Works staff in removing snow on City streets. Carl's experience in operating the road grader if needed this winter will be beneficial to the Public Works Department.

### Action

Jake and I recommend that the City Council approve hiring Carl Van Der Kamp as a part-time Public Works employee to assist with snow removal, particularly to operate the road grader if needed on City streets effective January 1, 2024, at an hourly rate of \$32.47.

**Resolution No. 12-13-23-5**

**A Resolution Hiring a Part-time Public Works Employee**

**WHEREAS**, with inclement winter weather conditions approaching its reasonable for the Public Works Department to have staffing options for removing snow from City streets, and

**WHEREAS**, Carl Van Der Kamp has worked for the City for 23 years and is experienced with snow removal, and

**WHEREAS**, Jake Farlow Interim Public Works Superintendent effective January 1, 2024, and City Administrative staff recommends hiring Carl Van Der Kamp if needed to move snow with the road grader effective January 1, 2024, at a starting wage of \$32.47.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Prairie City, IA adopts Resolution 12-13-23-5 in support of Jake Farlow Interim Public Works Superintendent and City Administrative staff's recommendation to hire Carl Van Der Kamp if needed to move snow with the road grader effective January 1, 2024, at a starting wage of \$32.47 an hour.

Passed and approved December 13, 2023.

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Chad D. Alleger, Mayor

Attest:

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Christie Busby, City Clerk/Finance Officer