



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

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: May 6, 2024
SUBJ: Soil Investigative Services – Phase 3 Water and Street Reconstruction Project

Background

Terracon conducted soil borings in preparation of the construction of Phase 3 Water and Street Reconstruction project and submitted a geotechnical report to the City on February 2, 2024. Analysis of the borings taken on E Jefferson St., east and west of the intersection of Marshall St and E Jefferson St detected a hydrocarbon (petroleum) odor. Consequently, it was determined that due diligence was necessary and additional detailed soil evaluation was warranted before proceeding further with the project. In response, Preston with MSA reached out to Terracon and Braun for quotes for additional soil investigative analysis focusing on evaluating the previous boring locations for hydrocarbon related contamination.

Terracon's quote proposes to provide a report with findings, conclusions and recommendations, documentation of field activities, site plan showing pertinent site features, soil boring logs, analytical laboratory results, and analytical laboratory reports. Their quote was \$8750.

Braun proposes to conduct a Phase 1 Environmental Site Assessment and Phase 2 Environmental Site Assessment. Phase 1 Environmental Site Assessment includes evaluating previous owners and recognized environmental conditions, government and historical records, site review, interviews, data evaluation, and administering a User Questionnaire. Phase 2 Environmental Site Assessment includes staking, and utility clearance, soil borings, soil screening, soil sampling and analytical testing, and reporting. Their quote was \$2315 for Phase 1 Environmental Site Assessment and \$7674 for Phase 2 Environmental Site Assessment for a total of \$9989. Under a separate email, Braun indicated they could also provide only the Phase 2 Environmental Site Assessment services.

Action

City Administrative staff and Preston with MSA recommend the City Council approve the Braun quote for \$7674 for further Soil Investigative Services in response to the hydrocarbon odors detected from previous soil borings for the Phase 3 Water and Street Reconstruction project.



600 SW 7th Street, Suite M
Des Moines, Iowa 50309
P (515) 244-3184
F (515) 244-5249
Terracon.com

April 18, 2024

MSA Professional Services, Inc.
1555 SE Delaware Avenue, Suite F
Ankeny, Iowa 50021-4011

Attn: Mr. Preston Moon
Phone: (515) 531-0724
Email: pmoon@msa-ps.com

Re: Proposal for a Limited Site Investigation

Jefferson Street Reconstruction
East Jefferson Street, between Main and State Streets
Prairie City, Jasper County, Iowa 50228
Terracon Proposal No. P08247136

Dear Mr. Moon:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to MSA Professional Services, Inc. (Client) to conduct a Limited Site Investigation (LSI) at the above-referenced site. The purpose of this LSI is to further assess the potential for petroleum impact in soil in the area around the previously advanced geotechnical borings B-3 and B-4 (Terracon Project No. 08235283, dated February 2, 2024).

Scope of Services (see Section 2.0 of attached Proposal Detail)	LSI to include advancement of two (2) soil borings. Refer to the attached Exhibit 1 for proposed sampling locations.
Schedule (see Section 3.0 of attached Proposal Detail)	Delivery of report within twenty-five (25) business days following receipt of authorization-to-proceed.
Compensation (see Section 3.0 of attached Proposal Detail)	Lump sum fee of \$8,750

If this proposal meets with your approval, please sign the attached Master Services Agreement (MSA) Task Order between Terracon and MSA Professional Services, Inc., and return it to our office via e-mail to Ms. Leah Calvert at leah.calvert@terracon.com for initiation of services. Initiation of services constitutes agreement and acceptance of the



attached conditions as outlined unless otherwise agreed to in writing. Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 30 days.

We appreciate the opportunity to continue to provide our services and look forward to working with you on this and future projects. In addition to investigation services, Terracon provides geotechnical, construction materials, and facilities testing and consulting services on a wide variety of projects locally, regionally, and nationally. For more detailed information on all of Terracon's services, please visit our website at www.terracon.com.

If there are any questions regarding this proposal or you would like to discuss the proposed scope of services, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink that reads 'Leah Calvert'.

Leah Calvert, PG, CGP
Senior Project Manager

A handwritten signature in black ink that reads 'Jesse M. Nelson'.

Jesse M. Nelson, REM, CGP
Senior Scientist

Attachments: Exhibit 1 – Site Diagram with Proposed Sampling Locations
Table 1 – Sampling and Analytical Program
MSA Task Order

1.0 PROJECT INFORMATION

The investigation area is located on the north side of East Jefferson Street between North Main and North State Streets. Petroleum odors were noted in geotechnical borings B-3 and B-4 previously installed by Terracon. The Client has requested evaluation of the potential contamination as it relates to future construction activities and possible special handling and disposal requirements of impacted soil.

2.0 SCOPE OF SERVICES

At your request, the proposed scope of services is in response to the petroleum odors noted in soil during completion of the January 2024 geotechnical drilling.

2.1 Objectives

The objective of the proposed LSI is to further assess the presence or absence of petroleum chemicals at concentrations above laboratory reporting limits in soil and obtain analytical data required for disposal of the soil at a sanitary landfill, if applicable.

2.2 Field Exploration, Sampling and Laboratory Analytical Program

A total of two (2) soil borings will be advanced in the investigation area. Refer to the attached **Exhibit 1** for the proposed boring locations. The proposed sampling locations may be modified in the field to account for utility clearance, access limitations, and/or site conditions. The Client will be notified of significant modifications to the sampling locations.

The sampling and analytical program, including the number and types of samples and laboratory analyses, is detailed in the attached **Table 1**. Investigation and sample collection procedures will be conducted in accordance with local industry standard practices. Non-expendable sampling equipment will be cleaned between sample collection intervals using a detergent/potable water solution wash and potable water rinse. Soil cuttings will be returned to the soil borings from where they originated and/or spread on site. Investigative-derived waste is not expected for containerization, characterization and/or disposal. Temporary investigation borings will be plugged and abandoned in accordance with applicable state requirements.

2.3 Site Access, Safety, Subsurface Utilities and Traffic Control

Site Access

Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. The Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement.

Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Safety

Terracon is committed to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety goals, Terracon will conduct the fieldwork under a site-specific health and safety plan. The plan will identify site-specific job hazards and proper pre-task planning and mitigation procedures.

The Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions).

Field services will be performed in United States Environmental Protection Agency (USEPA) Level D attire. The Client will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at site. (40-hour OSHA)

Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client contractors, subcontractors, or other parties present at the site. In addition, Terracon retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon's employees or subcontractors to do so to reduce the risk of exposure to the coronavirus. The Client agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes. The Client acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Subsurface Utilities

Exploration efforts require soil borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location for the site through the State of Iowa's utility locating service. Terracon will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Terracon proposes to perform a private utility locating service at the location of each proposed boring. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service does not relieve the landowner/client of their responsibilities in identifying private underground utilities. Terracon will not be responsible for damage to private utilities not disclosed to us.

Traffic Control

Because this project is located along a street with relatively low traffic volumes, we anticipate our borings could be safely performed by using Road Work Ahead signs, cones around our work area, and flashing lights on our equipment. However, if additional traffic control (signboard and/or flagmen) is required, Terracon can subcontract these services as we have on previous projects for additional fees. Alternatively, others contracted by the Client could provide all required traffic control as a cost savings measure.

2.4 Data Evaluation and Project Delivery

Following the completion of field exploration activities and receipt of the laboratory report(s), the data will be analyzed, and the results of the field observations and data analysis will be discussed with the Client.

A report will be prepared for the property that will include the following:

- Executive Summary which includes Findings, Conclusions and Recommendations related to the project
- Documentation of field activities
- Site plan showing pertinent site features
- Soil boring logs

- Analytical laboratory results presented in table format compared to applicable regulatory program published criteria
- Analytical laboratory report(s)

The final written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

If soil, groundwater, or other environmental releases are discovered during the LSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations.

3.0 PROJECT SCHEDULE AND COMPENSATION

The LSI report will be submitted within twenty-five (25) business days following receipt of authorization-to-proceed. The actual project schedule will be based on the availability of environmental drillers and other subcontractors. If schedule delays are anticipated based on subcontractor availability, weather, and/or encountered site conditions, the client will be contacted to discuss changes in the schedule.

Standard analytical laboratory turnaround is seven (7) to ten (10) business days. If you would like expedited laboratory turnaround, contact us for the options and associated fees.

The Scope of Services outlined in this proposal will be conducted for a lump sum fee of **\$8,750**.

If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Authorization will be obtained from the Client prior to commencement of additional services outside the scope of this proposal.

4.0 STANDARD OF CARE, ASSUMPTIONS, ADDITIONAL SCOPE LIMITATIONS AND RELIANCE

4.1 Standard of Care

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time. Terracon makes no warranties, express or implied, regarding the findings, conclusions, or recommendations. Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These services were performed in accordance with the scope of work agreed with you, our client, as reflected in our proposal.

If impacted soil or groundwater are discovered during the LSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations. The scope of services and estimated fee were based on the assumptions and limitations noted below.

4.2 Assumptions

- The site is readily accessible by 2-wheel-drive truck.
- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- At the client's request, a Site Access Agreement can be submitted for authorization for Terracon and hired subcontractors to complete any activities onsite.
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Existing site surface will be restored with a similar material to match existing ground surface.
- Field services will be performed in USEPA Level D attire. Client will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at site.
- Public utilities will be located using applicable state, regional, and/or local utility locate services or one-call centers.
- Services can be performed during normal business hours (Monday through Friday, 7:00 am to 5:00 pm).
- Traffic control services are not required beyond what is stated under Section 2.3.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change.

4.3 Additional Scope Limitations

Findings, conclusions, and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may be latent, inaccessible, unobservable, nondetectable, or not present during these services. We cannot represent that the site contains no hazardous substances, toxic materials, petroleum products, or other latent conditions beyond those identified during this LSI.

Soil vapor data are subject to seasonal variability associated with environmental and atmospheric conditions and the effects of overlying buildings. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations, or exploratory services. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

4.4 Reliance

The report will be prepared for the exclusive use of the Client and any authorization for use or reliance by any other party (except a governmental entity having jurisdiction over the site) is prohibited without the express written authorization of the Client and Terracon. Any unauthorized distribution or reuse is at the Client's sole risk. Notwithstanding the foregoing, reliance by authorized parties will be subject to the terms, conditions, and limitations stated in the proposal, LSI report, and Terracon's MSA dated November 4, 2004. The limitation of liability defined in the terms and conditions is the aggregate limit of Terracon's liability to the Client and all relying parties unless otherwise agreed in writing. Reliance is subject to an additional fee per Relying Party. Terracon will contact the Client to discuss the fee if additional parties require reliance.



**Table 1 - Sampling and Analytical Program
 Jefferson Street Reconstruction
 East Jefferson Street, between Main and State Streets, Prairie City, Iowa
 Proposal No. P08247136**

Type and Designation ¹	Purpose	Advancement Method	Estimated Depth (ft) ²	No. of Soil Analytical Samples ³	Soil Analytical ⁴
B-3	Evaluate Petroleum Odor	Direct Push	20	2	BTEX/TEH
B-4	Evaluate Petroleum Odor	Direct Push	20	2	BTEX/TEH
Disposal	Allow for Soils to be Disposed of at the Landfill	NA	NA	1	TCLP RCRA 8 Metals, TCLP VOCs, TCLP SVOCs, PCBs, PAHs, Cyanide

Notes:

¹ Type and Designation: B = Soil Boring; MW = Permanent Monitoring Well; TMW = Temporary Monitoring Well; TSP = Temporary Groundwater Sampling Point; SGP = Soil Gas Probe; SSGP = Sub-slab Soil Gas Probe; IAS = Indoor Air Sample

² Proposed maximum depth based on current knowledge of subsurface conditions and/or depth to groundwater in area. Depths may be modified based on observed site conditions, the actual depth to groundwater, or refusal on bedrock. If boring advancement beyond above depths is necessary, client will be notified to discuss options and associated costs.

³ Number of soil samples to be submitted for analytical testing. Samples will be assigned based on photoionization detector (PID) readings and/or professional judgement considering the type of chemical, nature and depth of source, and chemical fate and transport characteristics.

⁴ Analytical Methods:

BTEX = Benzene, toluene, ethylbenzene, and xylenes by Iowa Method OA-1

TEH = Total extractable hydrocarbons as diesel and waste oil by Iowa Method OA-2

TCLP = Toxicity characteristic leaching procedure by USEPA 1311

VOCs = Volatile organic compounds by USEPA 8260

SVOCs = Semi-volatile organic compounds by USEPA 8270

PCBs = Polychlorinated biphenyls by USEPA 8082

PAH = Polycyclic aromatic hydrocarbons by USEPA 8270SIM

RCRA 8 Metals = Resource Conservation and Recovery Act metals by USEPA Method 6010/7071

Cyanide = USEPA SW 846 9012

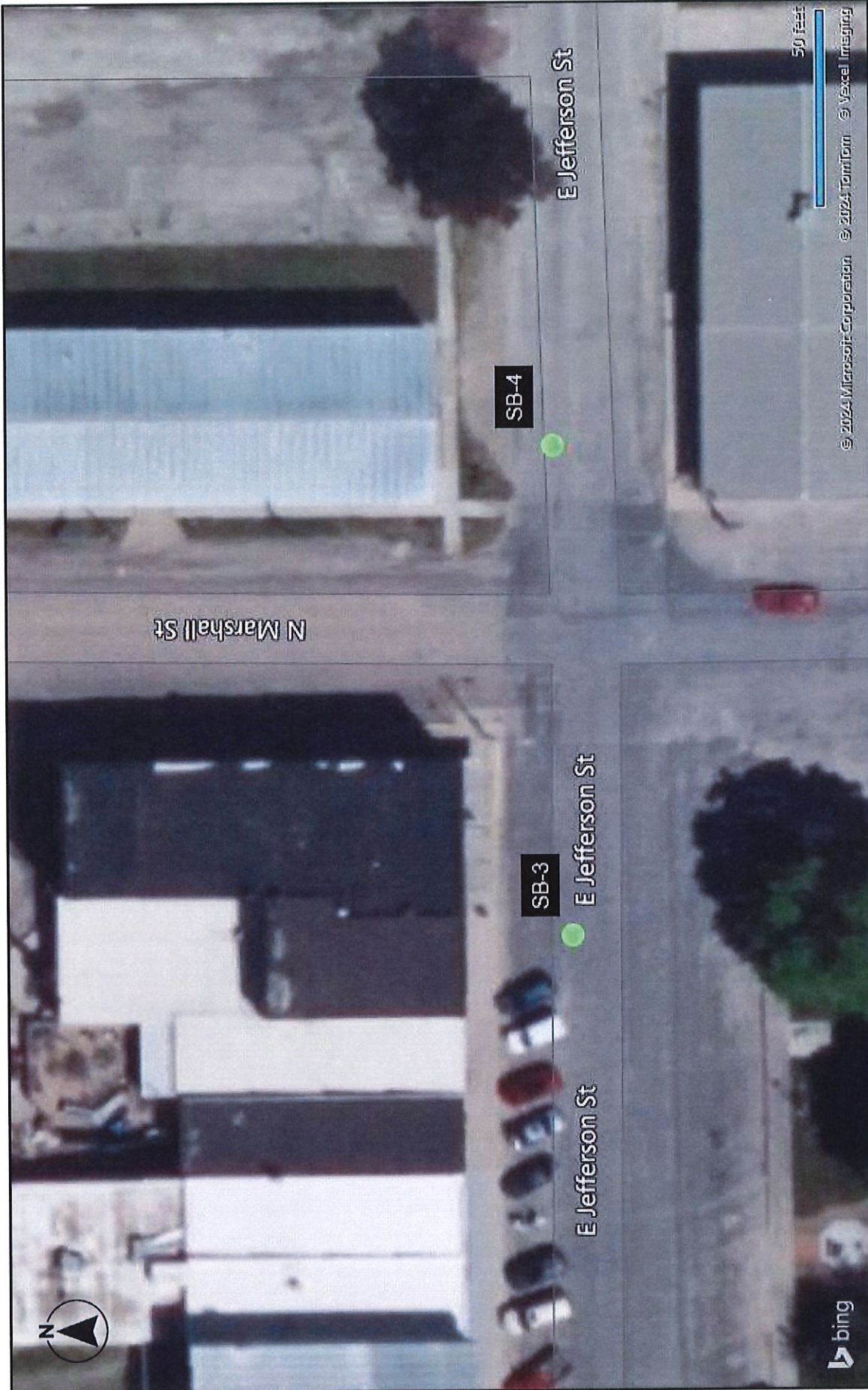


Exhibit
1

PROPOSED BORING LOCATIONS
Jefferson Street Reconstruction
Jefferson Street
Prairie City, Iowa

ierracon
600 SW 7th Street, Suite M
Des Moines, Iowa 50309

Project No. P08247198
Scale: AS SHOWN
File Name: Exhibit
Date: April 2024

Project Manager: LDC
Drawn by: LDC
Checked by: JMN
Approved by: JMN

AERIAL PHOTOGRAPHY PROVIDED BY
MICROSOFT BING MAPS

DIAGRAM IS FOR GENERAL LOCATION ONLY,
AND IS NOT INTENDED FOR CONSTRUCTION
PURPOSES

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 11/04/2004 between MSA Professional Services Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Jefferson Street Reconstruction Soil Screening project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 04/18/2024 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

Refer to Terracon Proposal No. P08247136, dated April 18, 2024.


2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

Refer to Terracon Proposal No. P08247136, dated April 18, 2024.

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

Refer to Terracon Proposal No. P08247136, dated April 18, 2024.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **4/18/2024**
Name/Title: **Jesse M. Nelson / Senior Scientist**
Address: **600 SW 7th St, Ste M**
Des Moines, IA 50309-4508
Phone: **(515) 244-3184** Fax: **(515) 244-5249**
Email: **Jesse.Nelson@terracon.com**

Client: **MSA Professional Services Inc**
By: _____ Date: _____
Name/Title: **Preston Moon /**
Address: **1555 SE Delaware Ave Ste F**
Ankeny, IA 50021-4011
Phone: **(515) 531-0724** Fax: _____
Email: **pmoon@msa-ps.com**



Braun Intertec Corporation
3000 Justin Drive, Suite K
Urbandale, IA 50322

Phone: 319.432.9656
Web: braunintertec.com

May 3, 2024

Proposal QTB195852

Preston Moon
MSA Professional Services, Inc.
1555 SE Delaware Avenue, Suite F
Ankeny, Iowa 50021-4011

Re: Proposal for Environmental Consulting Services (Phase I and Phase II)
Jefferson Street Reconstruction
East Jefferson Street
Prairie City, Iowa

Dear Preston:

Braun Intertec Corporation is pleased to present this proposal for environmental consulting services related to the proposed water main replacement project of the referenced site. This proposal will outline the Scope of Services and provide estimated costs for the proposed work.

Scope of Services

Task 1 – Phase I Environmental Site Assessment (ESA)

Braun Intertec will conduct a Phase I ESA of the Site in accordance with ASTM International (ASTM) Practice E1527-21 and 40 Code of Federal Regulations (CFR) Part 312, which is the recognized industry standard defining good commercial and customary practice for conducting all appropriate inquiry (AAI) into the previous ownership and uses of the Site consistent with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The intent of this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability. The purpose of the Phase I ESA will be to identify recognized environmental conditions in connection with the subject property.

The Phase I ESA will include a government and historical records review, site reconnaissance, interviews, and data evaluation. The results of the Phase I ESA will be summarized in a written report. So that they may be identified within the report, the user must supply the names of all parties intending to rely on the executed service and subsequent report. Additional reliance may be obtained at the discretion of Braun Intertec.

In order to satisfy the requirements of AAI, the user bears specific responsibilities for satisfying certain components of the environmental inquiry. The E1527-21 Practice provides a *User Questionnaire* which outlines the information that the user must provide (if available) to the Environmental Professional. The User Questionnaire, attached to this proposal, should be completed and returned to Braun Intertec so that the information can be included in the report.

AA/EOE

The results of the Phase I ESA will be summarized in a written report documenting information sources used, findings and conclusions, and the professional opinion of Braun Intertec regarding the impact of any potential environmental concerns in connection with the Site. Appendices to the report will include copies of available historical information (e.g., fire insurance maps, aerial photographs, etc.). A draft copy of the Phase I ESA will be issued electronically for review and comment. Upon receipt of comments, Braun Intertec will issue the final Phase I ESA report.

Only an electronic copy of the Phase I ESA report will be submitted to you unless you request otherwise.

Task 2 – Phase II ESA

The objective of the Phase II ESA is to evaluate current soil conditions at the Site related to RECs identified in the Phase I ESA and previous site investigations completed others. For planning purposes, Braun Intertec has developed an assumed Scope of Services for the Phase II ESA based on preliminary review of current and historic operations at the Site. The assumed Scope of Services presented below may need to be adjusted based on the findings of the Phase I ESA. If adjustments to the Scope of Services result in a significant change to the cost estimate provided herein, written approval will be obtained before proceeding with the Phase II ESA.

- Staking and Utility Clearance
- Soil Borings
- Soil Screening
- Soil Sampling and Analytical Testing
- Reporting

Staking and Utility Clearance

A site-specific Health and Safety Plan (HASP) will be created prior to initiation of Site work.

Braun Intertec will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology.

Prior to drilling or excavating, Braun Intertec or the subcontractor will contact Iowa One Call and arrange for notification of the appropriate utility vendors to mark and clear the investigation locations of public underground utilities. You, or your authorized representative, are responsible to notify Braun Intertec before we begin the work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Soil Borings

Braun Intertec will advance three soil borings at the Site to obtain soil samples for field screening and laboratory analysis. We understand the anticipated utility excavations will not exceed 15 feet below ground surface (bgs). Based on the anticipated excavation depths, the borings will be advanced to depths ranging from 10 to 15 feet below ground surface (bgs) using hollow stem auger (HSA) drilling method. Soil samples for field screening will be collected at 2-foot intervals. The work will be completed following Braun Intertec Standard Operating Procedures (SOPs). Braun Intertec will determine the boring locations based on the results of the Phase I ESA, the location and type of proposed structures,

and other reports or information provided to Braun Intertec. Following completion, the boreholes will be sealed in general accordance with Iowa Department of Natural Resources (IDNR) guidelines.

Soil Screening

Soil samples from the soil borings will be visually and manually classified in the field by an environmental technician using ASTM D2488 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)." Additionally, soils will be classified at our soils laboratory by a geotechnical engineer using ASTM D2487 "Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)" and ASTM D2488.

The soil samples will be screened for the presence of organic vapors using a photoionization detector (PID). The PID will be equipped with a 10.6/11.7-electron-volt lamp and calibrated to an isobutylene standard. The PID will be used to perform direct measurement and a headspace method of field analysis as recommended by the IDNR and in accordance with Braun Intertec Standard Operating Procedures (SOPs).

Soil Sampling and Analytical Testing

Up to three soil samples may be collected from each boring. Soil samples will be collected from the surface, from the termination depth of the boring, and from the depth interval exhibiting the highest PID reading or displaying other indications of potential petroleum impact. If PID readings are not elevated and there are no other indications of potential petroleum impact, only the two soil samples will be submitted for analysis. Soil samples will be collected in the areas around East Jefferson Street and South Main Street. The samples will be collected following Braun Intertec Standard Operating Procedures (SOPs). The samples will be submitted to Eurofins TestAmerica from Cedar Falls, Iowa and tested for contaminants of concern identified in the Phase I ESA.

- Volatile Organic Compounds (VOCs) using Environmental Protection Agency (EPA) Method 8260
- Total Extractable Hydrocarbons (TEHs) using Iowa Method OA-2

Reporting

Verbal results of the Phase II ESA will be provided to you as they become available. Upon completion of the on-site work and receipt of laboratory analytical results, a report will be prepared detailing the methods, results, and conclusions/recommendations. A draft copy of the report will be forwarded to you prior to report finalization.

Only an electronic copy of the Braun Intertec Phase II ESA report will be submitted to you unless you request otherwise.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

Service Description	Cost
<i>Task 1 – Phase I Environmental Site Assessment</i>	
Professional Services	<u>\$2,315</u>
Estimated Total	\$2,315
<i>Task 2 – Phase II Environmental Site Assessment</i>	
Drilling Services/Equipment – Hollow Stem Auger Borings	\$3,945
Field Equipment, Sampling Supplies and Mileage	\$1,339
Subcontract Analytical Testing (assumes standard turnaround) – Cost + 10%	\$480
Professional Services – Reporting, Field, and Coordination	<u>\$1,910</u>
Estimated Total	\$7,674
Total Estimated Costs	\$9,989

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of \$9,989 presented is based on the Scope of Services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Scheduling

Field work will be initiated within 3 weeks of receiving your authorization, depending on drill rig/equipment availability. The field work is estimated to take 1 day to complete. Typical turnaround time on laboratory analysis is approximately 8 to 10 business days for all samples. Phase I ESA and Phase II ESA reports will be forwarded to you within 2 weeks after receipt of laboratory analytical results.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

Assessment Limitations

Please note the Scope of Services for the proposed investigation, in conjunction with the existing data, is designed to evaluate the potential presence of soil contamination and debris. However, because there is a fixed number of sampling locations proposed, the Scope of Services proposed herein may not fully

define the extent of contamination that may be present at the Site. If field conditions indicate the need for additional soil borings or sample collection and analysis, Braun Intertec will contact you for authorization before proceeding. Further, please note that identification of contamination may require the property owner to notify the IDNR of an identified release, and additional investigation may be required to evaluate the extent of impacts and to obtain applicable liability assurance letters from the IDNR.

Acceptance of Proposal/General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version **only**. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal, ***please sign and return one copy along with the completed User Questionnaire, and the completed Client Information Request Form to Braun Intertec as notification of acceptance and authorization to proceed.*** If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

If you have any questions regarding this proposal, please feel free to contact Ashley Pasakarnis at 319.432.9656 or Chris Bosch at 785.845.0574.

Sincerely,

BRAUN INTERTEC CORPORATION



Chris Busch, PE
Senior Engineer



Ashley Pasakarnis, PE, CGP
Senior Manager

Attachments:
General Conditions – (1/1/18)
ASTM Practice E1527-21 User Questionnaire
Client Information Request Form

The proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

General Conditions

Phase I Environmental Site Assessments and Related Services

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings will be written and you may not rely on oral statements.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.5 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. They may not reflect current market conditions. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide access to the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You agree to provide us with information in your possession or control relating to contamination at the work site.

3.3 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.4 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the

conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts*

or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



The Science You Build On.

Braun Intertec Corporation
1901 16th Avenue SW, Suite 2
Cedar Rapids, IA 52404

Phone: 319.365.0961
Fax: 319.365.1306
Web: braunintertec.com

ASTM Practice E1527-21 User Questionnaire

Site: Jefferson Street Reconstruction
East Jefferson Street
Prairie City, Iowa

Name: _____ Date: _____

Company: _____

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the "Brownfields Amendment"), the User must conduct the following inquiries. The User should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that "all appropriate inquiries" is not complete.

- (1) Environmental cleanup liens that are filed or recorded against the property.
The types of title reports that may disclose environmental liens include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain-of-title reports will not normally disclose environmental liens. Did a search of recorded land title records (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the property under federal, tribal, state or local law?

(2) Activity and use limitations (AULs) that are in place on the property or that have been filed or recorded against the property.
The types of title reports that may disclose AULs include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain-of-title reports will not normally disclose AULs. Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?

(3) Specialized knowledge or experience of the person seeking to qualify for the LLP.
Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

(4) **Relationship of the purchase price to the fair market value of the *property* if it were not contaminated.**

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

(5) **Commonly known or *reasonably ascertainable* information about the *property*.**

Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example,

(a) Do you know the past uses of the *property*? If so, please explain.

(b) Do you know of specific chemicals that are present or once were present at the *property*? If so, please explain.

(c) Do you know of spills or other chemical releases that have taken place at the *property*? If so, please explain.

(d) Do you know of any environmental cleanups that have taken place at the *property*? If so, please explain.

(6) **The degree of obviousness of the presence or likely presence of contamination at the *property*, and the ability to detect the contamination by appropriate investigation.**

Based on your knowledge and experience related to the *property*, are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*? If so, please explain.



Client Information Request Form for Phase I Environmental Site Assessments

Project/Site Name: _____

So that we may serve you better, please answer the following questions concerning the project Site. If a question does not apply to the Site, write "NA." If you do not know the answer, write "Unknown."
Please return the completed form along with one copy of the signed authorization letter.

Client Objectives

A. What is your interest in the Site? Check all that apply.

- Buying property
- Refinancing
- Selling property
- Development
- Redevelopment
- Other: _____

B. In addition to the User, are there any additional entities you would like included on the report for reliance purposes?

C. A final PDF of the report will be provided. If hard copies are needed, how many? _____

D. What is the desired completion date for this project?

Date: _____

E. Do you wish to receive a verbal report before the written report is received?

Yes No

F. Is confidentiality requested?

Yes No

If so, to whom is it limited? _____

Site-Specific Information

A. Where is the Site located?

Address: _____

Legal Description: _____

B. Who is the current property owner?

Name: _____
Phone: _____

C. Who will provide access to the property and/or who is the Site contact?

Name: _____
Phone: _____

D. Has any previous environmental work been performed on the Site? Check all that apply.

- No previous environmental work has been performed
- Unknown
- Geotechnical/Soil borings
- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment
- Soil Vapor/Sub-slab Soil Vapor Investigation
- Radon Investigation
- Asbestos/Lead-based Paint Inspections
- Hazardous Materials Testing
- Other: _____

If previous environmental work has been performed...

When was it performed? _____

By whom?

Name: _____
Phone: _____

What were the results?

Are copies of the report(s) available?

- Yes No Unknown

E. Is a current Site plan available? If yes, please provide.

- Yes No Unknown

F. How large is the property (total acreage)?

_____ acres

G. How is the property currently used? Check all that apply.

- Undeveloped
- Agricultural
- Residential
- Parking Lot
- Commercial
- Light industrial
- Retail
- Office Building
- Warehouse
- Other: _____

H. What is the proposed use of the property?

I. Are there existing buildings on the property?

Yes No Unknown

If yes:

How many buildings? _____

What year was each building originally built? _____

What year(s) was/were any subsequent addition(s) completed for each building?

What is the total square footage of each building and/or additions? _____

Are you aware of any asbestos-containing building materials in any building? _____

Give a brief description and use of each building.

J. What was the property used for in the past?

K. Are there currently or previously any aboveground or underground storage tanks located on the property?

Aboveground storage tanks: Yes No Unknown

Underground storage tanks: Yes No Unknown

If yes:

Where are they located?

What are the sizes and contents of the tanks (e.g., 500-gallon diesel)?

When were the tanks installed?

Are there any maintenance records available for the tanks?

Are the tanks currently being used?

Yes No Unknown

If no:

When were the tank(s) closed? _____

Was the MPCA notified? _____

L. Have hazardous chemicals or petroleum products ever been stored at the Site?

Hazardous chemicals: Yes No Unknown

Petroleum products: Yes No Unknown

If yes, which ones? _____

M. Has the property ever been used or is the property currently used for dumping or landfilling?

Client Information Request Form
for Phase I Environmental Site Assessments

N. Utilities

Are there any wells or septic systems formerly or currently located at the Site?

Wells: Yes No Unknown

Septic systems: Yes No Unknown

Is the Site connected to city sewer and water?

Sewer: Yes No Unknown

Water: Yes No Unknown

What types of utilities service the Site? Check all that apply.

Unknown

Gas

Electric

Propane

Other: _____

O. Are there any environmental concerns regarding the property or adjoining properties?

P. How are the adjacent properties used?



Prairie City Fire Department EMS Department

203 E. Jefferson Street
Prairie City, Iowa 50228

Member Application Package

Thank you for your interest in becoming a member of the Prairie City Fire Department and/or EMS Department. Volunteering is very demanding. It takes a lot of time and can be emotionally stressful. Please be sure that you can meet the commitment before you apply.

Please follow these steps to apply:

1. Fully complete the application
2. Sign the Certification and Agreement Form
3. Sign the Prairie City Fire Department/EMS Department Service Commitment
4. Attach a copy of your Driver's License
5. Attach a copy of all your certifications, CPR card, and any other relevant training records.
6. Direct any questions to Chief Van Der Kamp at (515) 249-7636 or EMS Director Jody Van Der Kamp (515) 205-5176 or via email at prairiecityemsdirector@gmail.com.
7. Return the completed application package to:

Fire Department

Fire Chief Ryan Van Der Kamp
Prairie City Fire Department
203 E. Jefferson Street
P.O. Box 607
Prairie City, IA 50228

EMS Department

Jody Van Der Kamp
Prairie City EMS Department
203 E. Jefferson Street
P.O. Box 607
Prairie City, IA 50228

The Prairie City Fire Department and EMS Department do not discriminate against otherwise qualified applicants on the basis of race, color, creed, religion, ancestry, age, gender, marital status, national origin, disability or handicap, veteran status, or any other protected status.

Member Application

I am applying for Fire Department EMS Department Both

Name: Gentry Heather Anne Date: 4/20/2024
Last First Middle

Address: (Number & Street) [REDACTED]
 (City, State, Zip Code) Prairie City, IA 50228

Daytime Phone Number: [REDACTED] Evening Phone Number: [REDACTED]

Desired start date: anytime E-mail Address: [REDACTED]

Social Security Number: [REDACTED] Are you over 18 years old? Yes No

Education:

School	Years Completed (circle one)	Diploma/Degree Earned	List School(s), City/State
High School	1 2 3 ④	Diploma: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No G.E.D.: <input type="checkbox"/> Yes <input type="checkbox"/> No	SE Polk High School Runnells, IA 50237
College and/or Vocational School	① 2 3 4	Medical Assistant Limited Radiography	DMACC Amkeny, IA 50021
Other Training or Degrees			

Fire Certification (If you are not certified, please leave blank):

Attach Copy of All Certification(s)

Type of Certification(s) Held: _____

Professional Membership(s): _____

EMS Certification (If you are not certified, please leave blank):

Attach Copy of All Certification(s)

Type of Certification(s) Held: _____

Iowa Certification Number: _____ Expiration Date: _____

Professional Membership(s): _____

I need to renew CPR but I am waiting to see if I get chosen for this. (Incase you require a certain certification)

Record of Conviction:

Have you ever been convicted of a crime other than minor traffic offense? ___ Yes No

If yes, fully explain: _____

(A conviction will not necessarily automatically disqualify you for membership. Rather, such factors as age and date of conviction, seriousness and nature of the crime, and rehabilitation will be considered).

By signing this application I authorize a complete background check including criminal records.

Employment:

Please list employment history, with your current employer first (including U.S. Military Service), for the last 10 years. If any employment was under a different name, indicate name.

Employer: Imperfect Pathways Position: Office Manager

Address: 3737 Woodland Ave. Ste. 640 WDSM, IA 50266

Telephone: 515 414 2306 Dates of Employment: From (Mo/Yr) 3/2023 To (Mo/Yr) current

Supervisor: Jane Nady Department: Owner

(Circle one) FT PT No. of Hrs. per Week: 15-20 hours/wk

Duties: scheduled clients, invoices + collect payments, keep records, weekly newsletter

Reason for Leaving: N/A

Employer: Quick Visit Urgent Care Position: Certified Medical Assistant w/ Limited Radiology

Address: 1817 1st Ave E Newton, IA 50208

Telephone: 641-658-9008 Dates of Employment: From (Mo/Yr) 8/2021 To (Mo/Yr) 1/2023

Supervisor: Katie BenProc Department: office

(Circle one) FT PT No. of Hrs. per Week: 40

Duties: room patients, vitals, injections, draw blood, take x-ray, perform testing, asst provider w/ procedure

Reason for Leaving: health issues - front office when needed. ERG's, sending in prescriptions w/ provider authorization
now under control

Employer: Colfax-Hingo School District Position: Nutrition Service

Address: 1000 N. Walnut St Colfax, IA 50054

Telephone: 515 674 3646 Dates of Employment: From (Mo/Yr) 8/2020 To (Mo/Yr) 6/2021

Supervisor: Kerri Poling Department: Head of Nutrition

(Circle one) FT PT No. of Hrs. per Week: 30

Duties: prepare + service lunch, keep kitchen clean + disinfected, follow covid

Reason for Leaving: Not what I was looking for. requirements

Explain any gaps in work history: still looking to fill my cup + get back taking care of people.

Have you ever been discharged or asked to resign from a job; or resigned to avoid termination?

Yes ___ No If yes, explain: health issues - now under control

The Iowa Clinic Altoona

Certified Medical Asst

160 Adventureland Dr. Ste C

w/ limited Radiology

Altoona, IA 50009 515 875 9020

Melissa (I don't remember her last name) 3/2018 - 1/2020

duties are the same as QuickVisit.

Toxic employee & management wasn't helping

UnityPoint Family Medicine @ Parks Area Certified Medical Asst

2301 E 14th St Des Moines, IA 50316 515 262-0404 w/ Limited

Marilyn Salter

Radiology

duties are the same as QuickVisit, did a lot more

assisting w/ procedures. I also worked with Dr who

specialized in addiction medicine & a nurse

practitioner who specialized in mental health.

Have you ever been an applicant or member of any fire or rescue agency? Yes No

If so, please state agency name, location, contact information, and dates of membership _____

Please describe any additional work experience, volunteering, community involvement, or training: _____

20 + years of family practice + urgent care experience.
I have years of mental health experience.
I am comfortable with infants to elderly as well
as the intellectually challenged.

Volunteer for PCM Trap Shooting Sports team on fundraiser
committed + for Polk County Post Present Suicide Prevention Coalition

I authorize the City of Prairie City to contact my previous employers.

References:

Name: Jane Nady Phone: _____

Address: _____ Waukee, IA 50263 Relation: BOSS

Name: Deb Graham Phone: _____

Address: _____ Ankeny, IA 50023 Relation: former coworker

Name: Trista Vail Phone: _____

Address: _____ Punnells, IA 50237 Relation: friend

I authorize the City of Prairie City to contact my references.

Applicant's Certification and Agreement

- ✓ I hereby certify that the facts set forth in the above application are true and complete to the best of my knowledge. I authorize the Prairie City Fire Department, EMS Department, its Officers, and/or the City of Prairie City to verify their accuracy and to obtain reference information by contacting educational institutions, references or employers, and to rely on and use such information as they see fit.
- ✓ I hereby release the Prairie City Fire Department, EMS Department, its Officers, members, and the City of Prairie City from any/all liability of whatever kind and nature that, at any time, could result from obtaining and having a membership decision based on such information. This application and all information obtained is the property of the Prairie City Fire Department and/or EMS Department.
- ✓ I understand that, if granted membership, falsified statements of any kind or omissions of facts called for on this application, regardless of the time of discovery, shall be considered sufficient basis for dismissal.
- ✓ I understand that should an offer of membership be extended to me and accepted that I will fully adhere to the policies, rules and regulations of the department. However, I further understand that neither the policies, rules, regulations of membership or anything said during the interview process shall be deemed to constitute the terms of an implied contract for continued membership. I understand that any membership is for an indefinite duration and at will and that either I or the department may terminate my membership at any time with or without notice or cause.
- ✓ I understand that if I am offered membership, membership is conditioned upon my providing such other and further information as may be required by the Prairie City Fire Department, EMS Department, its Officers, and/or the City of Prairie City.

Heather Gentry Signature of Applicant 4/20/2024 Date

HEATHER GENTRY
Printed Name of Applicant

Department Use Only: Do not write in this space.

Application received by:	
Date application received:	Date of interview:
Date voted to membership:	Six-months probation end date:



**Prairie City Fire Department
EMS Department
Service Commitment**

I hereby commit to:

- Provide volunteer on call service including days, nights, weekends, and holidays and agree to meet the minimum attendance requirements as established by the Prairie City Fire Department.
- Provide a minimum of (24) consecutive months of service.
- Attend required monthly business and training meetings.
- Maintain Fire & EMS certifications and complete all required skills drills.
- Comply with the standard operating guidelines, policies, and procedures of the department and the direction of the command staff at all times.
- Maintain patient confidentiality.

I understand membership is at-will, and may be terminated at any time with or without cause by Prairie City Fire Department, EMS Department, its Officers, and or the City of Prairie City.

Heather Berry
Signature of Applicant

4/20/2024
Date



STATE OF IOWA

Criminal History Record Check Request Form



DCI Account Number: _____
(if applicable)

To: Iowa Division of Criminal Investigation
Support Operations Bureau, 1st Floor
 215 E. 7th Street
 Des Moines, Iowa 50319
 (515) 725-6066
 (515) 725-6080 Fax

From: City of Prairie City

 P.O. Box 607

 Prairie City, IA 50228

Phone: 515-994-2649

Fax: 515-994-2376

I am requesting an Iowa Criminal History Record Check on:

Last Name (mandatory)	First Name (mandatory)	Middle Name (recommended)
GENTRY	HEATHER	ANNE
Date of Birth (mandatory)	Gender (mandatory)	Social Security Number (recommended)
██████████	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	██████████
<p>Waiver Information: Without a signed waiver from the subject of the request, a complete criminal history record may not be releasable, per Code of Iowa, Chapter 692.2. For complete criminal history record information, as allowed by law, always obtain a waiver signature from the subject of the request.</p>		
<p>Waiver Release: I hereby give permission for the above requesting official to conduct an Iowa criminal history record check with the Division of Criminal Investigation (DCI). Any criminal history data concerning me that is maintained by the DCI may be released as allowed by law.</p>		
<p><i>Waiver Signature: Heather Gentry</i></p>		

<h3 style="margin: 0;"><u>Iowa Criminal History Record Check Results</u></h3>	(DCI use only)
As of _____, a search of the provided name and date of birth revealed:	
<input type="checkbox"/> No Iowa Criminal History Record found with DCI	
<input type="checkbox"/> Iowa Criminal History Record attached, DCI # _____	
DCI initials _____	

Waiver Information:

Iowa law does *not* require a waiver. However, without a signed waiver from the subject of the request any arrest over 18 months old, *without* a final disposition, cannot be released to a non-law enforcement agency.

Deferred judgments where DCI has received notice of successful completion of probation also cannot be released to non-law enforcement agencies without a signed waiver from the subject of the request.

If the "No Iowa Criminal History Record found with DCI" box is checked, it could mean that the information on file is not releasable per Iowa law without a waiver.

General Information:

The information requested is based on *name* and *exact date of birth only*. Without fingerprints, a *positive* identification cannot be assured. If a person disputes the accuracy of information maintained by the Department, they may challenge the information by writing to the address on the front of this form or personally appearing at DCI headquarters during normal business hours.

The records maintained by the Iowa Department of Public Safety are based upon reports from other criminal justice agencies and therefore, the Department cannot guarantee the completeness of the information provided.

The criminal history record check is of the Iowa Central Repository (DCI) *only*. The DCI files do not include other states' records, FBI records, or subjects convicted in federal court within Iowa.

In Iowa, a *deferred judgment is not* considered a conviction once the defendant has been discharged after successfully completing probation. However, it should be noted that a deferred judgment may still be considered as an offense when considering charges for certain specified multiple offense crimes, i.e. second offense OWI. If a disposition reflects that a deferred judgment was given, you may want to inquire of the individual his or her current status.

A *deferred sentence is* a conviction. The judge simply withholds implementing a sentence for a certain probationary period. If probation is successful, the sentence is not carried out.

Any questions in reference to Iowa criminal history records can be answered by writing to the address on the front of this form or calling (515) 725-6066 between 8:00 a.m. and 4:00 p.m., Monday - Friday.

REMINDER - (1) Send in a separate Request Form for each last name, (2) a fee is required for each last name submitted, (3) a completed Billing Form must be submitted with all request(s).

Iowa law requires employers to pay the fee for potential employees' record checks.



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

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: May 2, 2024
SUBJ: Prairie City Departments, Boards & Commissions Needs Assessment – Old Library Building

Background

Having a needs assessment conducted of Prairie City Departments, Boards and Commissions was identified and approved in the City's Capital Improvement Plan and City Budget for FY24. The reason for conducting a City departments needs assessment was to determine if one or more City departments, Boards and Commissions may have a need to use or occupy the old library building. Consequently, I reached out to Brian with MGA as they had completed part of this work through the exploration with the City's Fire and EMS Departments and the EMS/Fire Building project. MGA provided a Scope of Services for this request at a cost of approximately \$2000.

Action

City Administrative Staff recommend City Council support MGA's Scope of Services for approximately \$2000 to provide the requested City Departments, Boards and Commissions needs assessment to be completed in the FY24 budget. \$5000 was to be moved to Economic Development from City Council budget to pay for the project.

Janet Lewis

From: Brian Stark <brians@martingardnerarch.com>
Sent: Wednesday, May 1, 2024 3:03 PM
To: Jerry Moore
Subject: RE: Prairie City Depts Needs Assessment

Jerry;

Yes around \$2,000 should cover this service.

Thanks!



BRIAN STARK
SENIOR PROJECT MANAGER
& SPECIFICATIONS
SPECIALIST
(319) 200-8498
MartinGardnerArch.com



From: Jerry Moore <jerry.moore@prairiecitiowa.us>
Sent: Wednesday, May 1, 2024 2:53 PM
To: Brian Stark <brians@martingardnerarch.com>
Subject: RE: Prairie City Depts Needs Assessment

Great, thank you Brian and you anticipate an approximate cost of around \$2000 for MGA to provide this service?

Thank you,
Jerry



Jerry Moore
City Administrator
City of Prairie City, IA
Phone: 515-994-2649
Mobile: 515-669-1662
Email: jerry.moore@prairiecitiowa.us
203 E Jefferson Street
Prairie City, IA 50228

From: Brian Stark <brians@martingardnerarch.com>
Sent: Wednesday, May 1, 2024 2:06 PM
To: Jerry Moore <jerry.moore@prairiecitiowa.us>
Subject: RE: Prairie City Depts Needs Assessment

Jerry;

I think the basic scope of services would be as follows:

- Review the existing former library location to familiarize ourselves with the facility and it's current layout.
- Discuss with City Administration possible departments / organizations that could utilize the facility.
- Review specific department / organizational needs including but not limited to:
 - Identify User Persona's
 - These user personas are everyone that could and would utilize the facility from regular employees to organization leaders, general public, etc.
 - From these user personas we can determine currently how much space they have, and how much space they would possibly utilize in the new facility.
 - Building Programmer
 - Utilizing the information from the user personas, MGA will work with the City and organizations/departments to further identify space needs, department overlap for multi-use spaces (conference, meeting rooms, restrooms, etc.).
 - Recommendations
 - From the above gathered information, MGA will issue a report on possible uses for the facility, which departments/organizations would best benefit from use of the facility.
 - This information can also help the City to determine if redevelopment of the facility is in the best interest of the City, and if a sale would be the best outcome.

I think this is a good synopsis of our process we would propose to best determine a possible future use for the former library facility. Let me know if you have any questions.

Thanks!



BRIAN STARK
SENIOR PROJECT MANAGER
& SPECIFICATIONS
SPECIALIST
(319) 200-8498
MartinGardnerArch.com



From: Jerry Moore <jerry.moore@prairiecityiowa.us>
Sent: Wednesday, May 1, 2024 8:24 AM
To: Brian Stark <brians@martingardnerarch.com>
Subject: Prairie City Depts Needs Assessment

Good morning Brian,

Would you be able to provide something (Scope of Services) for the Needs Assessment issue we talked about yesterday for the City Council agenda 5-8-24?

I think what you identified in our discussion would help us meet what we're trying to decide on the use(s) of the old library building. I can provide a link to the Comp Plan SWOT Analysis that MSA worked on.

Thank you,
Jerry



Jerry Moore
City Administrator
City of Prairie City, IA

Phone: 515-994-2649
Mobile: 515-669-1662
Email: jerry.moore@prairiecitiowa.us

203 E Jefferson Street
Prairie City, IA 50228

Janet Lewis

From: Brian Stark <brians@martingardnerarch.com>
Sent: Wednesday, May 1, 2024 2:06 PM
To: Jerry Moore
Subject: RE: Prairie City Depts Needs Assessment

Jerry;

I think the basic scope of services would be as follows:

- Review the existing former library location to familiarize ourselves with the facility and it's current layout.
- Discuss with City Administration possible departments / organizations that could utilize the facility.
- Review specific department / organizational needs including but not limited to:
 - Identify User Persona's
 - These user personas are everyone that could and would utilize the facility from regular employees to organization leaders, general public, etc.
 - From these user personas we can determine currently how much space they have, and how much space they would possibly utilize in the new facility.
 - Building Programmer
 - Utilizing the information from the user personas, MGA will work with the City and organizations/departments to further identify space needs, department overlap for multi-use spaces (conference, meeting rooms, restrooms, etc.).
 - Recommendations
 - From the above gathered information, MGA will issue a report on possible uses for the facility, which departments/organizations would best benefit from use of the facility.
 - This information can also help the City to determine if redevelopment of the facility is in the best interest of the City, and if a sale would be the best outcome.

I think this is a good synopsis of our process we would propose to best determine a possible future use for the former library facility. Let me know if you have any questions.

Thanks!



BRIAN STARK
SENIOR PROJECT MANAGER
& SPECIFICATIONS
SPECIALIST
(319) 200-8498
MartinGardnerArch.com



From: Jerry Moore <jerry.moore@prairiecitiowa.us>
Sent: Wednesday, May 1, 2024 8:24 AM

To: Brian Stark <brians@martingardnerarch.com>

Subject: Prairie City Depts Needs Assessment

Good morning Brian,

Would you be able to provide something (Scope of Services) for the Needs Assessment issue we talked about yesterday for the City Council agenda 5-8-24?

I think what you identified in our discussion would help us meet what we're trying to decide on the use(s) of the old library building. I can provide a link to the Comp Plan SWOT Analysis that MSA worked on.

Thank you,

Jerry



Jerry Moore
City Administrator
City of Prairie City, IA

Phone: 515-994-2649

Mobile: 515-669-1662

Email: jerry.moore@prairiecitiowa.us

203 E Jefferson Street
Prairie City, IA 50228



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

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: May 3, 2024
SUBJ: Paper Shredding Request

Background

Members of the Planning and Zoning Commission expressed interest in the City hosting a paper shredding event for residents. Consequently, I asked Janet to inquire with the City's current document shredding company Stericycle, to see if they provided this service for the general public and the costs.

We learned that Stericycle will provide paper shredding services for the general public on a future Saturday, for a minimum of three hours, at a cost of \$360 per hour.

After discussing the quote at the staff meeting, I requested Janet to reach out to other companies offering on-site shredding service for events. She contacted Iron Mountain who responded that they do not provide on-site event services and MSD Records Management who will provide the service for \$180 per hour. Quotes from both companies are attached.

Action

City Administrative staff request support from the City Council for City Staff to work with MSD Records Management to host a paper shredding event sometime during FY24, subject to their availability and to be paid from the Sanitation budget, Office Supplies #670-840-6506.

Janet Lewis

From: Janet Lewis
Sent: Wednesday, May 1, 2024 1:13 PM
To: Jerry Moore
Subject: RE: Regarding Your Stericycle Request - Reference 10677321 [ref:!00Df4023wCj.!500VJ0A7Mse:ref]

Jerry,
Cost was \$360.00 for 3 hours
The company only holds these events on Saturday's
We would choose the time and date
The company would bill the city.

Janet Lewis
Janet.lewis@prairiecitiowa.us
Utility Billing Clerk
City of Prairie City
515-994-2649



From: Jerry Moore <jerry.moore@prairiecitiowa.us>
Sent: Wednesday, May 1, 2024 1:07 PM
To: Janet Lewis <janet.lewis@prairiecitiowa.us>
Subject: RE: Regarding Your Stericycle Request - Reference 10677321 [ref:!00Df4023wCj.!500VJ0A7Mse:ref]

Thank you Janet.

What is the cost?
When are they available to do the event?
What day of the week are they available or offer this service?
Can each customer pay the fee when dropping off their paper or is it a lump sum amount?

Thank you,
Jerry



Jerry Moore
City Administrator
City of Prairie City, IA
Phone: 515-994-2649
Mobile: 515-669-1662
Email: jerry.moore@prairiecitiowa.us
203 E Jefferson Street
Prairie City, IA 50228

From: Janet Lewis <janet.lewis@prairiecitiyiowa.us>

Sent: Wednesday, May 1, 2024 10:16 AM

To: Jerry Moore <jerry.moore@prairiecitiyiowa.us>

Subject: FW: Regarding Your Stericycle Request - Reference 10677321 [ref:!00Df4023wCj.!500VJ0A7Mse:ref]

Jerry,

Here is the information on a community Shred-it event.

Thank you

Janet Lewis

Janet.lewis@prairiecitiyiowa.us

Utility Billing Clerk

City of Prairie City

515-994-2649

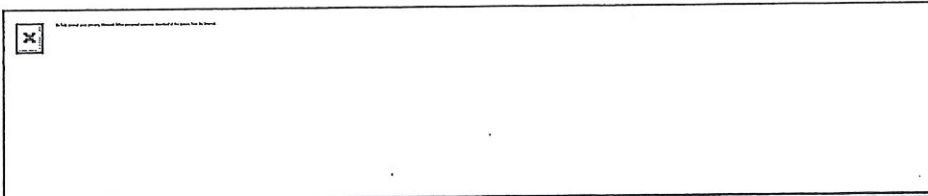


From: Customer Relations <customer-relations@stericycle.com>

Sent: Wednesday, May 1, 2024 10:08 AM

To: Janet Lewis <janet.lewis@prairiecitiyiowa.us>

Subject: Regarding Your Stericycle Request - Reference 10677321 [ref:!00Df4023wCj.!500VJ0A7Mse:ref]



Dear Janet,

Thank you for your email!

Yes, we do have a service for a shred event. Do you want to hold a shredding event in your community?

Please reply so we can process your request and also provide your account number. Thank you

Feel free to simply reply to this email or give us a call at 1-866-783-7422 should you have any questions or concerns. Please mention Customer Support Reference 10677321. Additionally, you can visit MyStericycle.com to access your proof of service, view your invoices and enroll in autopay and paperless billing today!

Thank you for being a valued customer.

Stericycle | Shred-it
Customer Care
866-783-7422
Customer-Relations@Stericycle.com

You can visit our website at Stericycle.com and MyStericycle.com



MDS Records Management

1870 East Euclid Ave. Des Moines, Iowa • 515-266-6301 • FAX 515-266-0644 • orders@mdsrecordsmgmt.com

MOBILE TRUCK DOCUMENT SHRED EVENT

Company: City Hall of Prairie City

Sales Rep: Heather Young-Dickinson

Contact: Janet Lewis

Date: 5/3/2024

Address: 203 E. Jefferson Street
Prairie City, IA 50228

Phone: 515-994-2649

Email: janet.lewis@prairiecityiowa.us

Project Description: Shred Event with the mobile document shred truck. All paper documents shredded on-site during the duration of the shred event. This includes the mobile shred truck and two MDS employees. Client will be charged port-to-port.

Payment is due prior to the shred event. Cash or check accepted or if wanting to pay by credit/debit card, an invoice will be sent via PayPal with a link to pay by credit/debit card.

Client Timeframe: TBD

SHRED EVENT SERVICES	UNIT	PRICE
Mobile Truck Document Shred Event @ \$180.00 per hour. Includes the mobile shred truck and two MDS employees.	1	\$ 180.00
Total for mobile truck document shred event		\$ 180.00

Ask us about our Quality, Service, and Price Match

Signature

Date

This estimate is valid for 90 days. If approved, please sign and give me a call at 515-266-6301.



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

Memorandum

TO: Mayor and City Council of Prairie City

FROM: Jerry Moore, City Administrator

DATE: May 3, 2024

SUBJ: Rezoning Request & Future Land Use Map Request – Setting a Public Hearing

The Prairie City Planning and Zoning Commission reviewed and recommended approval of the Rezoning Request and Future Land Use Map Request submitted by Larry Plate and Mitch Seiberling at their meeting on April 30, 2024. The property is located in the southwest area of the City and contains 14.23 acres.

The property is currently zoned A-1 District and the applicants request a rezoning change to C-2 District (west 6.05 acres) and R-1 District (south 8.18 acres). The request also includes a Future Land Use Change from Commercial (west 6 acres) and Low Density and Medium Density Residential (8 acres) to Commercial (west 6 acres) and Low Density Residential (8 acres).

As required by the City's Code of Ordinances and state law, City staff published notice in the Newton Daily News on April 12, 2024, for the Planning and Zoning Commission meeting. City Staff also sent notices to property owners within 250 of the property on April 16, 2024, providing background about the rezoning request, and requesting responses indicating their support or opposition to the rezoning request. Ch 165.27 of the City's Code of Ordinances indicates the petition (application) is to include signatures of 50% of the landowners within and 250 feet adjacent to the property. The same provision also indicates that the City Council may act on their own to amend, supplement or change the boundaries by a majority vote. To date, four responses were received in support and two in opposition to the rezoning request.

Additional details about the Rezoning Request are found in the attached memo prepared for the Planning and Zoning Commission meeting on April 30, 2024.

The City Council will set a public hearing for the Rezoning Request at the May 8, 2024, meeting for the June 12, 2024 City Council meeting.



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

Memorandum

TO: Planning and Zoning Commission

FROM: Jerry Moore, City Administrator

DATE: April 30, 2024

SUBJ: Rezoning Request & Future Land Use Map Request

Background

Request: Rezoning & Future Land Use Map Change Request

Applicants: Larry Plate Trust/Larry Plate Trustee and Mitch Seiberling

Site Location: Southwest Prairie City

Property Size: 14.23 acres

Legal Description: PT GOVT LOT 8 & PT OF LOT B OF GOVT LOT 5 LYING NORTH & EAST OF HWY #163 EX PARCELS A & B

Current Zoning: A-1 District

Requested Zoning: C-2 District (west 6.05 acres) and R-1 District (south 8.18 acres)

Future Land Use Map Designation: Commercial (Approximate west 6 acres) and Low Density and Medium Density Residential (Approximate south 8 acres)

Requested Future Land Use Map Designation: Commercial (Approximate west 6 acres) and Low Density Residential (Approximately south 8 acres)

Submittal: Letter of Intent, Rezoning Application, Zoning Request Exhibit, and Concept Drawing.

Mitch Seiberling is purchasing the 14.23 acre property subject to the property being successfully rezoned and obtaining subdivision platting approval.

C-2 District Permits: Uses permitted in R-2 Districts, Community centers, Governmental offices, Recreation areas, Religious & Educational Institutions, Retail Businesses or Service Establishments, Medical and Dental Clinics, & Doctors or Dentist Offices

R-1 District Permits: Single Family & Two Family Residential Dwellings, Churches, Chapels, Temples, Public Schools, Community Centers, Governmental Offices, Parks, Playgrounds, Golf Courses, Recreation areas & Family Homes.

Current Use of Property - The property was previously in agricultural row crops. The grade of the property gradually drops in grade from the east to the west boundary approximately six to eight feet.

Adjacent Uses –

North – Commercial (City Bison Park, Royal Suds Car Wash, Pella Regional Health Center, United Methodist Church, Residences

East – Residences, City of Prairie City Property, Vacant Land (row crops), CIARAD Property

South – HWY 163, Ag Land

Adjacent Zoning –

North – C-1 & C-2

East – A-1, R-1 & R-1A

South – A-1 (south side of HWY 163)

Utilities

City – Water & Sewer (Closest Water Mains – 8” W McMurray & S Norris St) (Closest Sewer 8” S Norris St & 12” W Pleasant View Drive - south end and 4” W McMurray St. & 8” S Clark Ave.- north end)

MidAmerican Energy – Gas & Electric

Phone – Century Link & Mediacom



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

City of Prairie City, Comprehensive Plan (Approved 8-9-23)

SWOT – Strengths, Weaknesses, Opportunities, and Threats Analysis (Items below relate to the rezoning request)

Beautification

- Need for assessable and diverse shopping experiences
- Potential for growth with new housing developments
- Opportunity for small businesses from Wildlife Refuge visitors

Development

- Potential for improving recreational and natural areas and creating recreational amenities and creating new recreational amenities.
- Landlocked City with private landowners unwilling to sell their property.

Mobility

- Convenient location close to interstates and highways for easy travel
- Lack of sufficient sidewalks

Element Goals

Community Vision

- Provide a safe, welcoming community for residents and visitors.

Land Use

- Establish a cohesive land use pattern that ensures compatibility and functional relationships among activities.
Strategy - Protect property values through harmonious relationships of adjacent uses, roads, and features.
- Identify and reserve land for future growth opportunities that will enhance the local economy and housing stock.

Housing

- Retain and attract people including young professionals, families, and retirees by supporting a range of housing options.
Strategy – Support mixed residential zones that encourage a range of housing opportunities to support various lifestyles and socioeconomic situations.

Transportation

- Enable safe, accessible, multi-modal transportation for residents and visitors.

Economic Development

- Encourage economic growth through local and regional opportunities.

Agricultural and Natural Resources

- Support the natural environment and reduce impacts of additional development throughout the City.

Community Facilities

- Continue to provide reliable, quality utilities and community services for residents.

Intergovernmental Collaboration

- Maintain mutually beneficial partnerships with neighboring cities, counties, and municipalities and state and federal agencies.

Other Plans

Iowa Living Roadways Study 2011 - A trail extension is identified from the Sports Complex to S Commerce Drive. The applicant is aware of this and plans to incorporate the trail extension in the preliminary subdivision plat.

Future Land Use Map – Shows a future street extension from the east/west drive located at the Sports Complex extending northwesterly and north and connecting to S Clark Ave. Also shows a future street extension loop on the commercial area extending from Prairie Drive and Commerce Drive.



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

Prairie City Code of Ordinances Ch 170.37 2 B states All streets shall be properly integrated with the existing and proposed system of streets and dedicated right-of-way as established by the Comprehensive Plan.

The applicant reached out to the Methodist Church board to express interest in acquiring a portion (west and south area of the church property) to include with the proposed development, however, the church was not interested in selling their property and wanted to retain it for the Church's future potential growth.

Publication and Notices

The publication of the public hearing planned for the Planning and Zoning Commission for the rezoning request was published in the Newton Daily News on April 12, 2024, and April 19, 2024, for the City Council meeting on May 8, 2024.

Notices were also mailed to all property owners within 250 feet of the property on April 16, 2024, providing background about the rezoning request, and requesting responses indicating support or opposition to the rezoning request. Ch 165.27 indicates the petition (application) is to include signatures of 50% of the landowners within and 250 feet adjacent to the property. The same provision also indicates that the City Council may act on their own to amend, supplement or change the boundaries by a majority vote. To date, four responses were received in support and two in opposition to the rezoning request.

Site Review/Observations

1. Property was previously in agricultural row crops.
2. An existing trail extends from the west end of McMurray St to Commerce Drive.
3. There is a vacant lot located south of the car wash.
4. Utilities are underground on Commerce Drive and Prairie Drive and at the residential subdivisions located to the east of the south end of the proposed rezoning area.

Analysis/Summary

From the SWOT analysis of the Comprehensive Plan, respondents communicated interest in establishing new commercial businesses, optimism for potential growth with new housing developments, and support for the City's close proximity to interstates and highways making the City assessable.

From the Goals of the Comprehensive Plan, the City is to identify and reserve land for future growth opportunities that will enhance the local economy and housing stock, encourage a range of housing opportunities and various lifestyles and socioeconomic situations, support growth through local and regional opportunities, and provide reliable quality utilities and community services for residents.

Lastly, regarding the Future Land Use Map, the applicants are proposing a rezoning request that is consistent with the Future Land Use Plan Map designations with commercial on the west end and low density residential on the south end of the property. No disturbances or unnecessary impacts are anticipated with the rezoning request and future proposed uses to the adjacent properties and land uses.

Recommendation

The applicant's rezoning request is consistent with the City's Future Land Use Map designations, input provided by respondents to the Comprehensive Plan about the need for the proposed use, and the development concept drawing is generally consistent with Comprehensive Plan and surrounding land uses. I recommend the Prairie City Planning and Zoning Commission approve the proposed Rezoning Request and Future Land Use Map request based on the Letter of Intent, Rezoning Application, Zoning Request Exhibit, Concept Drawing, and the information provided in this memo.

The Planning and Zoning Commission's Role is to Make a Recommendation on the Rezoning Request and Future Land Use Map change to the City Council.

Action may include:

1. Approval
2. Denial



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

Memorandum

TO: Mayor and City Council of Prairie City
FROM: Jerry Moore, City Administrator
DATE: May 6, 2024
SUBJ: Quotes for Annual Street Maintenance for 2024

Background

The City Council approved the revised Capital Improvement Plan on 4-23-24, and annual street maintenance costs are identified in the Capital Improvement Plan. The City Council also approved the FY25 budget at a public hearing on April 23, 2024, and the annual street maintenance costs of \$200,000 are identified in the Public Works Program area of the FY25 budget.

Jake obtained quotes from Black Top Services, Co, Grimes Asphalt, and Manatts. Jake also provided company representatives with the attached map depicting the streets in the City needing repaired. The quotes were as follows:

Black Top Services	\$124,233.52
Grimes Asphalt	\$437,136
Manatt's	\$103,653.75

Jake also intends to reach out separately for concrete street repair services, particularly along S Norris Street.

Action

City Administrative staff request support from the City Council in hiring Manatt's for the annual street maintenance project at \$103,653.75 for 2024. Additional quotes will be obtained for concrete repair services.

RESOLUTION NO. 5-8-24-4

**RESOLUTION APPROVING QUOTE FOR ANNUAL STREET MAINTENANCE
SERVICES FOR 2024**

WHEREAS, the City Council approved the revised Capital Improvement Plan on 4-23-24, and

WHEREAS, annual street maintenance costs are identified in the Capital Improvement Plan, and

WHEREAS, the City Council approved the FY25 budget at a public hearing on April 23, 2024, and

WHEREAS, annual street maintenance costs are identified in the Public Works Program area of the FY25 budget, and

WHEREAS, the City Council reviewed the quotes for annual street maintenance services from Black Top Services for \$124,233.52, Grimes Asphalt for \$437,136, and Manatt's for \$103,653.75 at the City Council meeting at City Hall on May 8, 2024, at 6:00 PM, and

WHEREAS, Iowa Administrative Rules indicates the contract shall be awarded to the contractor submitting the lowest responsive, responsible quotation.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Prairie City, IA adopts Resolution 5-8-24-4 approving the quote from Manatt's for \$103,653.75 at the City Council meeting at City Hall May 8, 2024, at 6:00 PM.

Passed and approved May 8, 2024.

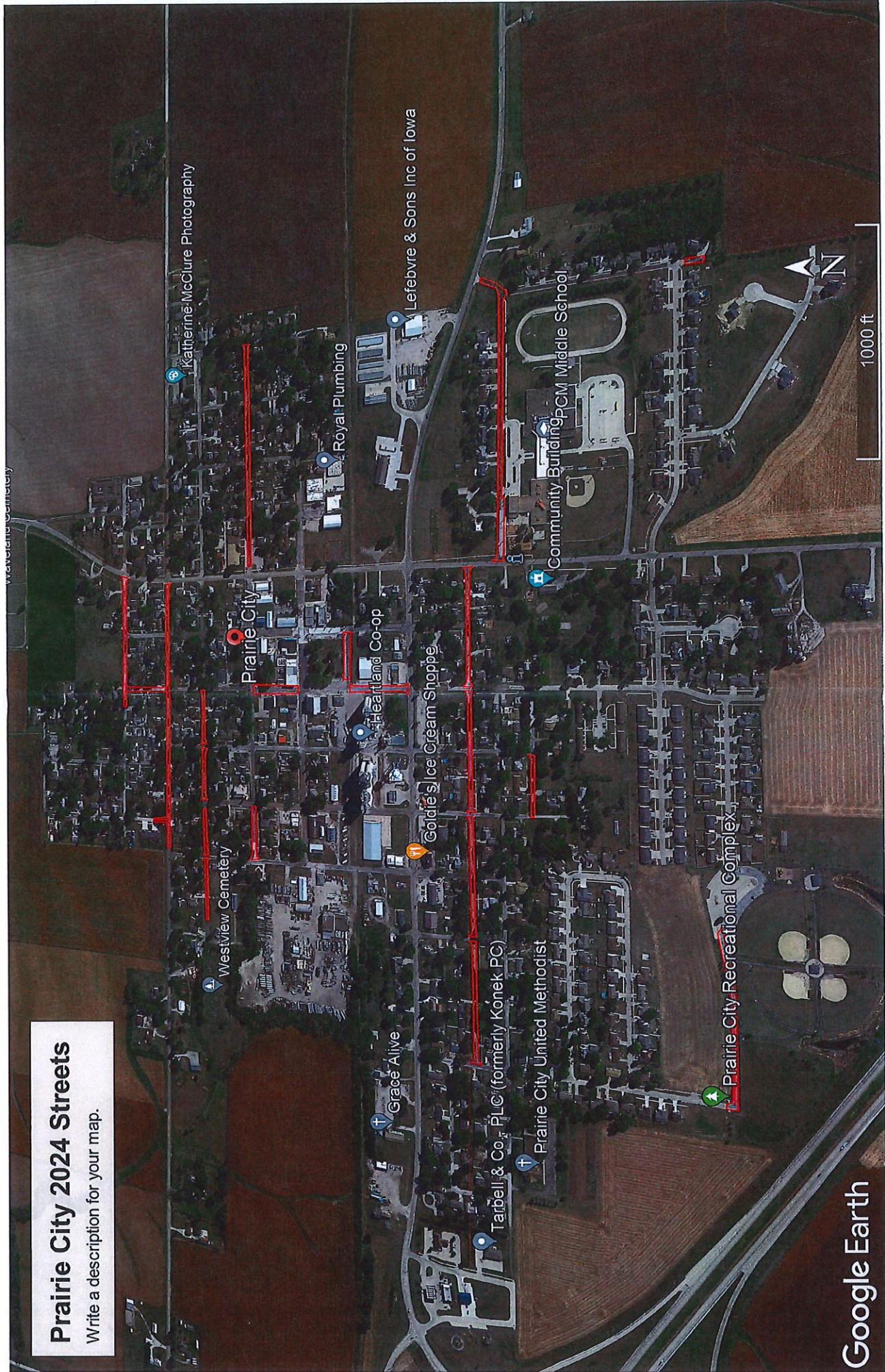
Chad D. Alleger, Mayor

Attest:

Christie Busby, City Clerk/Finance Officer

Prairie City 2024 Streets

Write a description for your map.





March 24, 2024

ATTN: Jake Farlow
Public Works Director
Prairie City, Iowa

Dear Jake,

I've enclosed 3 separate Street Maintenance Proposals with the adjusted areas included for your consideration. The Total of the 3 Proposals = \$137,733.⁵². We can offer a \$ 13,500.00 Discount if all 3 Proposals are approved for Completion this Year!

Please call me if any Questions or if You would like to schedule your street Maintenance.

Sincerely,

Mark J. Steffes
319-404-7770

(P.S. The Discounted Total For all 3 Projects Proposed = \$124,233.52.)



Grimes Asphalt and Paving Corporation
 Post Office Box 3374
 5550 NE 22nd Street
 Des Moines, IA 50316
 Phone: (515) 266-5173 Fax: (515) 266-5255
www.grimesasphalt.com

To: City Of Prairie City	Contact:
Address: 203 E Jefferson Street Prairie City, IA 50228	Phone:
	Fax:
Project Name: Prairie City 2024 Streets	Bid Number:
Project Location: Various Locations, Prairie City, IA	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	HMA 1/2" ST	3,483.00	TON	\$106.00	\$369,198.00
2	Pavement Scarification	7,436.00	SY	\$8.00	\$59,488.00
3	Manhole Adjustments	6.00	EACH	\$575.00	\$3,450.00
4	Traffic Control	1.00	LS	\$5,000.00	\$5,000.00

Total Bid Price: \$437,136.00

Notes:

- Final dollar amounts to be based on actual field measured units installed to complete work at the unit price (s) quoted.
- Due to severity of existing cracks in the pavement; reflective type cracking may appear in the new asphalt overlay.
- Based on the unknown composition of the sub-base, and natural ground movement, It cannot be guaranteed that cracking will occur.
- To the fullest extent provided by law, Owner shall indemnify, defend and hold harmless Grimes Asphalt and Paving Corporation, It's officers, directors, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys fees and court costs resulting from or arising out of Owner or Owner Representative failure to provide accurate information of the existence and location of any non-public utilities or hazardous materials at the project site.

Payment Terms:

This proposal may be withdrawn by us if not accepted within 30 days.

It is understood that progress payments shall be made as work progresses, final payment due upon completion. A service charge of 1-1/2% will be added if not paid within 30 days from date of invoice.

This proposal voids all previous proposals.

It is understood that Grimes Asphalt may require credit assurances from the customer and/or owner, including but not limited to bank letters of guarantee and/or payments deposited into escrow accounts before work commences or at anytime during the performance of work.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Grimes Asphalt and Paving Corporation</p> <p>Authorized Signature: _____</p> <p>Estimator: Matt Yonker 515-360-7160 matt@grimesasphalt.com</p>
--	--

Member of AGC of America

Phone: Brooklyn (641) 522-9206
Ames (515) 233-2005
Newton (641) 792-7500
Johnston (515) 278-0247
Waterloo (319) 291-6122

MANATT'S INC.

P.O. Box 535
Brooklyn IA 52211

Quote No: _____

Date: May 2, 2024

Customer CITY OF PRAIRIE CITY

203 E. JEFFERSON ST.

Fax: _____

Address PRAIRIE CITY, IA 50228

Phone: 515-994-2649

MANATT'S INC. agrees to furnish the following at the price and terms as indicated, subject only to the conditions as stated below.

Materials only () Complete (X) Other ()

RE: 2024 STREET REPAIRS

WE ARE PLEASED TO QUOTE THE FOLLOWING:

SINGLE SEALCOAT USING MC-3000 ASPHALT OIL AND 3/8" WASHED LIMESTONE CHIPS
APPROXIMATELY 28,575 S.Y. @ \$3.05/S.Y. = \$87,153.75

HOT MIX ASPHALT FOR SURFACE PATCHING
60 TON @ \$250/TON = \$15,000.00

MOBILIZATION LUMP SUM = \$1,500.00

TOTAL = \$103,653.75

I HAVE ATTACHED A MAP WITH THE STREETS THAT JAKE GAVE ME TO QUOTE. LET ME KNOW IF YOU HAVE ANY QUESTIONS.

Terms: This quote is valid for thirty days. All final field measurements shall prevail. If acceptable, please sign one copy and return to the Brooklyn office.
Bond not included in Quote.

Signatures: **MANATT'S INC.**



By: JEREMY RUCKER SEALCOAT & STABILIZATION SUPERINTENDENT Customer