

**CITY OF CASCADE, IOWA
COUNCIL MEETING AGENDA & PUBLIC NOTICE
Monday, May 8, 2023, 6:00 P.M.
CITY HALL, 320 1ST AVE WEST**

NOTICE: Notice is hereby given that the Cascade City Council will hold a meeting at 6:00 PM on Monday, May 8, 2023, at City Hall. Any visually or hearing-impaired person with special accessibility needs should contact the City Clerk at 563-852-3114.

Meetings are live streamed at www.cityofcascade.org under city of Cascade tab and on Local Access Channel 18

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approve Agenda**
- 5. Speakers from the Floor** (limit 2 minutes per person)
 - 1. Tracie Delarm-Vicious Dog Ordinance**
- 6. Consent Agenda** – Review and approve the following:
 1. Minutes: City Council 4/24/23, Park Board 5/1/23, Library Board 5/2/23, Board of Adjustment 5/4/23
 2. May 8, 2023 Claims and April 2023 Financial Reports
- 7. Discussion on Vicious Dog Ordinance Changes**
- 8. Presentation - Library Design Committee-Design Development Phase Completion**
- 9. Consideration of Resolution #40-23 Hiring FEH Design for Construction Documents Phase (\$80,150)**
- 10. Presentation of Semi-Annual Library Report -Library Director Melissa Kane**
- 11. Consideration of Resolution #42-23 Approval to Accept the State of Iowa CAT Grant (\$460,000)**
- 12. Consideration of Resolution #39-23 Setting a Public Hearing for FY23 Budget Amendment**
- 13. Consideration of Ordinance #05-23 EMS Ambulance Fees (Second of Three Readings)**
- 14. Consideration of Resolution #41-23 Public Comment Policy**
- 15. Discussion on Discontinuation of Cascade Communications Cable TV-Public Access Channel TV 18**
- 16. Discussion on New Property Tax Laws**
- 17. Reports – Police Chief, Library Design Committee, City Administrator**
 - 1. April 2023 Police Report**
- 18. Adjournment**



May 8, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: May 5, 2023
Re: Tracie Delarm

Tracie has requested to speak about Cascade's current Vicious Dog ordinance. Please also see that I have placed this on the agenda as I had planned on bringing it up soon. There is an additional memo and our current ordinance later in the packet.

April 24, 2023
City Council Meeting Minutes

The April 24, 2023 Regular City Council meeting was called to order at 6:00PM by Mayor Steve Knepper. The Pledge of Allegiance was recited. Delaney, Hosch, Kelchen, Oliphant and Rausch answered roll call.

Motion Kelchen, second Oliphant to approve the agenda. All Ayes. Motion carried.

Speakers from the floor: Steve Stoll spoke on the Youth Practice Field, clarifying concerns from the neighborhood.

Motion Oliphant, second Hosch to approve the consent agenda items including City Council Minutes 4/10/23, Park Board 4/10/23, and Utility Board 4/12/23; April 24, 2023 Claims. All Ayes. Motion carried.

The City Council recognized Bill McCarthy for receiving the 2023 Outstanding Volunteer Award – Iowa Urban Tree Council.

Motion Rausch, second Oliphant to open the Public Hearing Fiscal Year 2024 Budget. Roll Call vote. All Ayes. Motion carried.

Motion Rausch, second Delaney to close the Public Hearing Fiscal Year 2024 Budget. Roll Call vote. All Ayes. Motion carried.

Motion Delaney, second Oliphant to approve Resolution #35-23 Adoption of the Fiscal Year 2024 Budget. Roll Call vote. All Ayes. Motion carried.

Motion Delaney, second Kelchen to approve Resolution #37-23 Creation of Summer 2023 GIS Intern Position. Roll Call vote. All Ayes. Motion carried.

Motion Kelchen, second Rausch to approve Resolution #36-23 Fiscal Year 2024 Wages and Salaries. Roll Call vote. All Ayes. Motion carried.

Motion Rausch, second Kelchen approve the First of Three Readings of Ordinance #05-23 EMS Ambulance Fee. Roll Call vote. All Ayes. Motion carried.

Motion Oliphant, second Rausch to approve Resolution #38-23 Park Board Appointment, Samie Simon. Roll Call vote. All Ayes. Motion carried.

Motion Oliphant, second Delaney to direct the City Administrator to move forward with Urban Renewal Plan Amendments for staff wages, downtown business improvements and Hwy 136 construction. All Ayes.

Heim and Kotter provided staff updates.

Motion Kelchen, second Delaney adjourn at 7:27pm. All Ayes. Motion carried.

Kathy Goerd, City Clerk

Park Board Meeting Minutes
May 1, 2023

The May 1, 2023 Cascade Park Board meeting was called to order by Board Member Rausch at 5:00 p.m.
Board members present: Orr, Rausch, Manternach, Simon and McLees
Others present: Lisa Kotter

Motion Orr, second Manternach to approve the agenda – all ayes, motion carried.

Motion McLees, second Manternach to approve the April 3 and 10, 2023 Board minutes – all ayes, motion carried.

The Board went over the financial reports for the park and pool for April 2023. Motion Manternach, second Orr to approve the financials - all ayes, motion carried.

The Board was updated on the following projects: gazebo, stairs for the pool slide, park bathrooms, youth ballfield, dog park, and pool hiring.

The Board also discussed the timing of opening the bathrooms each Spring and putting up the tennis and picket ball nets. In the future we will post signs informing the public of timing each Spring.

Motion Manternach, second Orr adjourn the meeting at 5:38 p.m. – all ayes, motion carried.

Respectfully submitted by Lisa A. Kotter, City Administrator

Cascade Public Library Board of Trustees Minutes

May 2, 2023, 4:00pm

Present: Lane, Brickley, Brindle, Recker, Thomas

State Library of Iowa Consultant Eunice Riesberg was present with a presentation on The Essential Trustee: What You Need To know: FIVE TOP THINGS EVERY TRUSTEE SHOULD KNOW.

1. CALL TO ORDER AT 4:05 PM
2. APPROVAL OF THE AGENDA BY BRICKLEY, SECOND BY BRINDLE, MOTION CARRIES.
3. APPROVAL OF MINUTES FROM APRIL 4, 2023 MEETING APRIL 4TH, 2023 BY BRINDLE, SECOND BY THOMAS, MOTION CARRIES.
4. PUBLIC COMMENT: NO PUBLIC COMMENT
5. BUDGET REPORTS: Expense, Library Reserve, Foundation Endowment, Library Building- Hoopla expense will be capped at \$3.99 and 4 books. Endowment Fund Balance -\$8920.73. FEH Acc Payable 5/9 2023 \$32,799.67. Kane will present a spreadsheet on all of the consumers presently at the library and when they were purchased to determine which ones should be replaced. Discussion on purchasing a new printer was tabled until June meeting.
6. Bills: reviewed and motion made by Brickley, second by Recker , motion carries.
7. Circulation State: Usage was down due to limited material , door count was up by 84 patrons.
8. Old Business: a. Administrator Kotter addressed the Board on the current funding of he new library and what is still needed to be raised and what the funds will be used for. She stated that October 4th, 2023 will be the Round Breaking Ceremony. b. Library Board and FEH Design will attend the May 8th, 2023 City Council Meeting. c. Window Cleaning will be performed at the library on 4/19/23. This will include removing and cleaning storm windows, interior and exterior. The cost will be \$420.00 performed by PREMIER WINDOW CLEANING AND POWER WASHING. d. Painting restrooms has been canceled being the current library will only be used for approximately one more year.
9. Programming/Upcoming Events/Librarians Calendar was reviewed. It was noted that Great Gove Day through CFGD will be held on May 17, 2023. b. Library Director reported on the Continuing Ed Call she attended in April. c. The Library Donation Policy was reviewed and a motion was made by Recker, second by Brickley to discontinue taking any book donations until further notice bud to lack of space. d. Hoopla Bonus chart for Borrows was reviewed.

Adjourn: Motion by Brickley, second by Recker to Adjourn at 5:25 pm.

Next meeting June 6th, 2023, City Hall.

Respectively submitted,
Monica Recker, Board of Trustees Secretary

Zoning Board of Adjustment Minutes
May 4, 2023

The May 4, 2023 Zoning Board of Adjustment meeting was called to order at 6:00 p.m. at the Cascade City Hall by Chairperson Hoffmann. Board members present were Linda Hoffmann, Merlin McDermott, Suzanne Otting, and Ross Orr. Excused: Clay Gavin

Others Present: Lisa Kotter and Mark Otting

Motion McDermott, second Otting to approve the agenda as presented – all ayes.

Motion Orr, second by McDermott to open the public hearing for the Aquin Day Care extra lot at 3rd Ave NW at 6:02pm – all ayes.

Kotter and guest Mark Otting explained the project planned to use the second lot owned by Little Angels as an extension of the daycare's backyard. There will be a requirement to follow the vision triangle rule at the corner for the fence. The proposed fence is 4feet tall and chain link.

Motion Otting, second McDermott to close the public hearing. All ayes.

Motion McDermott, second Orr to approve a special exception for the Aquin Day Care Little Angels at 401 3rd Avenue NW to be used for the purposes of a day care facility in Single Family R1 zoning.

Motion by McDermott, 2nd by Otting to adjourn the meeting at 6:06 p.m. – all ayes.

Respectfully submitted,

Lisa A. Kotter
City Administrator

CLAIMS REPORT
Vendor Checks: 4/01/2023- 4/30/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
251980A	ABDO-SPOTLIGHT-MAGIC WAGON	BUG ENCYCLOPEDIA SET/FIELD GDE		172.42	64924	4/11/23
04062023	ADVANTAGE ADMINISTRATORS	PSF REIMBURSEMENT-HEIM	3,113.08		14016080	4/06/23
04132023	ADVANTAGE ADMINISTRATORS	PSF REIMBURSEMENT-KOTTER	411.37		14016081	4/13/23
04202023	ADVANTAGE ADMINISTRATORS	PSF REIMBURSEMENT-HEIM	445.60		14016082	4/20/23
04272023	ADVANTAGE ADMINISTRATORS	PSF REIMBURSEMENT-STANER	3,527.01	7,497.06	14016079	4/27/23
ASE-059	ALL STAR ENVIRONMENTAL	INSPECTION SVC:CITY HALL GARAG		2,000.00	64925	4/11/23
24137	AMERICAN LEGAL PUBLISHING	2023 S-1 SUPPLEMENTAL PAGES		1,097.42	64926	4/11/23
IN004954	AQUAFIX	QWIK-ZYME/FOAM BUSTER/AQUABAC	1,600.67		6302	4/25/23
IN005587	AQUAFIX	FOAM BUSTER/QWIK-ZYME	622.56		6302	4/25/23
IN005617	AQUAFIX	FOAM BUSTER	340.00	2,563.23	6302	4/25/23
2176450193	AT&T	AT&T BILL 04012023-CITY HALL		30.19	64957	4/25/23
2037336754	BAKER & TAYLOR BOOKS	2 PAPERBACKS/1 HARDCOVER BOOKS	22.95		6264	4/11/23
2037352081	BAKER & TAYLOR BOOKS	7 HARDCOVER/1 PAPERBACK BOOKS	134.27	157.22	6264	4/11/23
84906767	BOUND TREE MEDICAL LLC	LINENS, ELECTRODES, CO2 DETECT		592.67	6265	4/11/23
S102641531.001	BROWN SUPPLY CO	1" CURB STOPS-FLARE		1,927.49	64958	4/25/23
04012023	CASCADE COMMUNICATIONS CO	WATER TOWER/WELL HOUSE		949.48	64927	4/11/23
2023 Q1	CASCADE FIRE DEPARTMENT	Q1 2023 EQUIP MAINTENANCE		2,362.32	64959	4/25/23
154828	CASCADE LUMBER CO	4 D BATTERIES:LOCATER FOR MAIN	24.98		64928	4/11/23
155309	CASCADE LUMBER CO	BATTERIES FOR BULL HORN-POLICE	6.49		64928	4/11/23
155582	CASCADE LUMBER CO	DISPENSER SEAL TAPE-WATER DEPT	24.58		64928	4/11/23
155862	CASCADE LUMBER CO	UPS SHIPPING CHARGES-NITRATE	26.97		64961	4/25/23
156129	CASCADE LUMBER CO	HITCH BALL 2"-SHOP	12.99		64961	4/25/23
156133	CASCADE LUMBER CO	225 3/4 SW EYE BOLT SNAP	3.89		64961	4/25/23
156135	CASCADE LUMBER CO	EYE BOLT SNAP-743137	3.89		64961	4/25/23
156547	CASCADE LUMBER CO	LEATHER GLOVE	16.49		64961	4/25/23
156660	CASCADE LUMBER CO	WHIP PRE-WIRED	37.60		64961	4/25/23
794625	CASCADE LUMBER CO	CITY HALL-FURNANCE FILTER	12.58		64928	4/11/23
795745	CASCADE LUMBER CO	YEARLY METAL WEEL#5 MAILING	25.60		64928	4/11/23
796180	CASCADE LUMBER CO	SPRAY COMPOUND & PRIMER-POOL	20.58		64928	4/11/23
799070	CASCADE LUMBER CO	TREATED 2X4'S 12'	73.02		64961	4/25/23
799645	CASCADE LUMBER CO	STYROFOAM	87.04		64961	4/25/23
800475	CASCADE LUMBER CO	BLACK SPRAY PAINT	10.99		64961	4/25/23
801285	CASCADE LUMBER CO	REBAR	155.85		64961	4/25/23
801640	CASCADE LUMBER CO	STAINLESS STEEL ANCHORS	129.03		64961	4/25/23
802150	CASCADE LUMBER CO	STRIPS/CONCRETE FORM/RIPPING	30.50		64961	4/25/23
802320	CASCADE LUMBER CO	ZINC LATCH GATE	7.99		64961	4/25/23
803075	CASCADE LUMBER CO	STAINLESS STEEL ANCHOR/E. TAPE	60.53		64961	4/25/23
803080	CASCADE LUMBER CO	20A BREAKER	6.59		64961	4/25/23
803340	CASCADE LUMBER CO	WIRE THHN 12SOL WH/BK	37.45	815.63	64961	4/25/23
03232899	CASCADE PIONEER	PUBLIATIONS:WEDDINGS/EVENT 23	125.00		6266	4/11/23
03234036	CASCADE PIONEER	CASCADE LEGAL FEES	239.90	364.90	6266	4/11/23
80825829	CENGAGE LEARNING	1 BOOK-THE CRANE HUSBAND-BARNH	27.74		6267	4/11/23
80847670	CENGAGE LEARNING	1 BOOK-NEVER NEVER	27.29		6267	4/11/23
80847879	CENGAGE LEARNING	1 BOOK-WEYWARD BY EMILIA HART	25.89	80.92	6267	4/11/23
1877137	CITY LAUNDERING CO	UNIFORMS/SUPPLIES	125.16		6268	4/11/23
1879494	CITY LAUNDERING CO	UNIFORMS/SUPPLIES	99.64		6303	4/25/23
1881874	CITY LAUNDERING CO	UNIFORMS/SUPPLIES	132.37		6303	4/25/23
1884208	CITY LAUNDERING CO	UNIFORMS/SUPPLIES	331.18	688.35	6303	4/25/23
212077	CJ COOPER & ASSOCIATES	RANDOM SELECT TESTING-SCHMIDT	45.00		6269	4/11/23
212937	CJ COOPER & ASSOCIATES	ANNUAL CLEARING HOUSE FEE	40.00	85.00	6304	4/25/23
0023061-IN	CUSTOM PRECAST CO	REC TRANSFORMER BOXES		150.00	64962	4/25/23
2773	MICHAEL DELANEY	NEW COMPUTER SET UP		1,045.92	6305	4/25/23
7277056	DEMCO INC	PIGEON DRAWSTRING BAGS X6		100.39	6270	4/11/23
POOL2023	DEPT OF INSPECTIONS & APPEALS	FOOD LICENSE RENEWAL-POOL		150.00	14016083	4/21/23

CLAIMS REPORT
Vendor Checks: 4/01/2023- 4/30/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
IVC00021761	ECIA	INSPECTION SERVICE:C ELSKAMP		227.50	6271	4/11/23
268	ENGINEERED EQUIPMENT SOLUTIONS	BLOWER FILTER-WASTEWATER		478.41	64929	4/11/23
113286	FEH DESIGN	LIBRARY SCHEMATIC DESIGN		41,316.94	6272	4/11/23
287309338483C032723	FIRST NET-AT&T MOBILITY	2023 FRIST NET CELL PHONE BILL		597.47	64930	4/11/23
24927	GASSER FARM & HARDWARE LLC	COWHIDE GLOVES/GOATSKIN GLOVE	34.98		64963	4/25/23
24984	GASSER FARM & HARDWARE LLC	EXTENSION POLE	21.99		64963	4/25/23
25059	GASSER FARM & HARDWARE LLC	TITAN BIT	6.99		64963	4/25/23
25111	GASSER FARM & HARDWARE LLC	SKIDLOADER OF BLACK MULCH-FIRE	43.98		64963	4/25/23
25115	GASSER FARM & HARDWARE LLC	SKIDLOADER BLACK MULCH-FIRE ST	21.99		64963	4/25/23
b59399	GASSER FARM & HARDWARE LLC	PREEN WEED-GARDEN CLUB	37.99	167.92	64931	4/11/23
IN14161328	GORDON FLESCH COMPANY INC	1/2 SERVICE CONTRACT		69.00	64964	4/25/23
IE-7251	GPM ENVIRONMENTAL SOLUTION LLC	SERVICE CALL-CALIBRATE FLOW ME		560.00	64965	4/25/23
25031	HERB GREEN FORD INC	OIL CHANGE-POLICE FORD 2017 EX	59.53		64932	4/11/23
25146	HERB GREEN FORD INC	OIL CHANGE-POLICE 2021 EXPLOR	48.40	107.93	64932	4/11/23
1101773	HERITAGE PRINTING COMPANY	LAMINATING 20 PGS:STORYWALK		41.00	6273	4/11/23
503441437	HOOPLA	142 DIGITAL ITEMS		296.66	6274	4/11/23
28099	IAMU	Q2 2023 SAFETY TRAINING		660.00	6306	4/25/23
04252023	ICMA	ICMA DUES-LISA		501.25	64966	4/25/23
30090	INFRASTRUCTURE TECHNOLOGY SOL	1/2 SUPPORT FEE ITS		154.00	64967	4/25/23
19919	INSURANCE ASSOCIATES INC	CYBER RENEWAL/SURPLUS LINES/PO	2,113.44		6275	4/11/23
19920	INSURANCE ASSOCIATES INC	SEWER INSURANCE	139,029.00	141,142.44	6275	4/11/23
PR20230407	IPERS	PROTECTIVE IPER	3,037.01		14016076	4/21/23
PR20230414	IPERS	PROTECTIVE IPER	2,949.15	5,986.16	14016076	4/21/23
PR20230330	IRS W/H	FED/FICA TAX	5,732.01		14016074	4/07/23
PR20230414	IRS W/H	FED/FICA TAX	5,254.38	10,986.39	14016077	4/21/23
9211663-IN	J&R SUPPLY INC	3/4 METER COUPLINGS X50		905.00	6307	4/25/23
8672-2	KELLY TREE FARM LLC	2ND PYMT FOR 25 TREES-PARKS		2,395.00	64933	4/11/23
p-7158691-2	KERPS SERVICE CENTER INC	BALANCE OF AMB MAIN BILL		7.49	64934	4/11/23
ABRAHAM	KEVIN WOOD	PORTRAYAL OF ABRAHAM LINCOLN		375.00	64935	4/11/23
0102	KOTTER LISA	CAT GRANT TRIP:FOOD REIMBURSE	54.85		6276	4/11/23
APRIL 2023	KOTTER LISA	LOCAL TRAVEL REIMBURSEMENT	112.17	167.02	6308	4/25/23
206579	LYNCH DALLAS P.C.	RESEARCH CODE 717B	219.50		64968	4/25/23
206580	LYNCH DALLAS P.C.	REVIEW LANGWORTHY CT DEED	49.50		64968	4/25/23
206581	LYNCH DALLAS P.C.	REVIEW ACCESSORY BLDG/ZONING	132.00	401.00	64968	4/25/23
MAY 2023 PREMIUMS	MADISON NATL LIFE INS CO, INC	MAY 2023 PREMIUMS		334.23	64969	4/25/23
04252023	MAQUOKETA VALLEY COOP	STREET LIGHT LOCATION 32591002		154.55	6309	4/25/23
537	MCDERMOTT CUSTOM PUMPING LLC	SLUDGE HAULING		2,913.75	64970	4/25/23
03312023	MCDERMOTT OIL CO	DIESEL CHARGE-AMBULANCE	49.41		64947	4/11/23
03312023-1	MCDERMOTT OIL CO	GAS/DIESEL FUEL CHARGES	1,745.13	1,794.54	64947	4/11/23
219147	MEDICAL ASSOCIATES CLINIC PC	DRUG SCREENING/SALIVA TEST		55.00	64971	4/25/23
M01022835	MERCY MEDICAL CENTER	Q1 EMS PHARMACY FEES		205.00	64972	4/25/23
915086	MICRO MARKETING LLC	1 HARDCOVER:PETER RABBIT		26.96	6277	4/11/23
2686	MIDWEST PATCH	STOP SIGN		123.00	64948	4/11/23
503335985	MIDWEST TAPE LLC	1 DVD: THE FABELMANS		22.49	6278	4/11/23
PR20230330	MISSION SQUARE RETIRE-#303939	ICMA PERCENTAGE	1,083.19		64923	4/07/23
PR20230414	MISSION SQUARE RETIRE-#303939	ICMA PERCENTAGE	1,135.19	2,218.38	64956	4/21/23
MMI150524	MODERN MARKETING INC	BACK THE BLUE KEYCHAINS	1,119.78		6279	4/11/23
MMI150587	MODERN MARKETING INC	BACK THE BLUE-WALL CALENDARS	883.98	2,003.76	6279	4/11/23
R00447040.0-12	MSA PROFESSIONAL SERVICES	JOHNSON ST SW RECON-ENGINEERIN	9,250.00		6310	4/25/23
R00447055.0-3	MSA PROFESSIONAL SERVICES	3RD AVE SEWER SURVEY/ENGINEER	7,551.47	16,801.47	6310	4/25/23
33596	MUNICIPAL PIPE TOOL CO LLC	JET/VAC SEWERS		11,756.25	6280	4/11/23
OUTREACH OCEAN	NATL MISSISSIPPI RIVER MUSEUM	PROGRAM COST:OCEAN ODYSSEY		476.40	64950	4/11/23
04252023	POST MASTER	ANNUAL MARKETING MAIL FEE		290.00	64973	4/25/23
30817639	QUILL CORP	CRAYOLA WASH PAINT-YELLOW	6.63		6281	4/11/23

CLAIMS REPORT
Vendor Checks: 4/01/2023- 4/30/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
30849550	QUILL CORP	SPRSHAPE STICKERS SPARKLE	11.60		6281	4/11/23
31061912	QUILL CORP	8.5X11 CSTK PK 50:SMOKE GR	17.09		6281	4/11/23
31076315	QUILL CORP	SPLS 67# COVER:BLACK CARDSTOCK	23.56	58.88	6281	4/11/23
23-REIFF MAY	JOE OR PEG REIFF	MAY 2023 LEASE		500.00	64974	4/25/23
0897-000987223	BFI WASTE SERVICES LLC	COMMERCIAL GARBAGE		24,803.26	6282	4/11/23
POOL SLIDE STAIR	RICCHIO INCORPORATED	1/2 POOL SLIDE STAIRCASE		12,338.00	64953	4/11/23
T193093	ROEDER IMPLEMENT INC	LAWN MOWER BLADES		300.04	64952	4/11/23
253158	STATE HYGIENIC LABORATORY	WATER TESTING LAB FEES		27.00	6311	4/25/23
MARCH 2023	CINDY STOLL	CITY HALL		420.00	6283	4/11/23
3100120164	TEST AMERICA LABORATORIES INC	WASTE WATER TESTING		1,890.00	6284	4/11/23
4134	THE IOWA CHILDREN'S MUSEUM	OUTREACH PROGRAM:CARDBOARD CIT		300.00	64951	4/11/23
PR20230407	TREAS STATE OF IOWA	STATE TAXES	839.17		14016075	4/21/23
PR20230414	TREAS STATE OF IOWA	STATE TAX	734.45	1,573.62	14016075	4/21/23
MARCH 2023 WET TAX	TREASURER STATE OF IOWA	MARCH 2023 WET TAX		1,083.82	14016085	4/21/23
MARCH 2023	TREASURER STATE OF IOWA	MARCH 2023 SALES AND USE TAX		886.47	14016084	4/20/23
310001	USA BLUE BOOK	CRIMPER TOOL;CLAMP;MEMBRANE		2,351.64	6285	4/11/23
04012023	VISA	TONER FOR ADMIN & CLERK PRINTE		2,011.68	64949	4/11/23
MAY 2023 PREMIUMS	WELLMARK BC/BS OF IA	MAY 2023 PREMIUMS		8,254.89	6312	4/25/23
Accounts Payable Total				326,349.27		
Payroll Checks				32,225.15		
Report Total				358,574.42		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	166,974.68
016	PARTIAL SELF-FUND	7,497.06
021	LIBRARY	41,316.94
110	ROAD USE TAX	29,704.08
322	STREET IMPROVEMENTS	9,250.00
600	WATER	36,750.07
610	SEWER	67,081.59

	TOTAL FUNDS	358,574.42

CLAIMS REPORT
Vendor Checks: 4/26/2023- 5/09/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
04272023	ADVANTAGE ADMINISTRATORS	PSF REIMBURSEMENT-STANER	3,527.01		14016079	4/27/23
12292022	ADVANTAGE ADMINISTRATORS	PSF BUY DOWNS		3,527.01		
3265	AMBITEC, INC.	BULLET PROOF SHIELDS X3		1,754.97		
1297079	AMERICAN LIBRARY ASSOC	ALA ANNUAL CONFERENCE		40.00		
7002074147	AMERICAN WATER WORKS ASSOC	MEMBERSHIP DUES THRU 02292024		90.00		
5524	B&L MANTERNACH, LLC	GAZEBO CONSTRUCTION-PARK		105,295.50		
2037374539	BAKER & TAYLOR BOOKS	2 HARDCOVER BOOKS	33.05			
2037390494	BAKER & TAYLOR BOOKS	2 PAPERBACKS/2 HARDCOVER BOOKS	73.06			
2037396353	BAKER & TAYLOR BOOKS	2 STORYWALK BOOKS	42.31	148.42		
553047	BARD MATERIALS	CONCRETE-PARK PAD		463.00		
8990	BIBLIONIX	APOLLO SUBSCRIPTION-ANNUAL LIB		1,530.00		
104470134	BOUND TREE MEDICAL LLC	STAT PADZ:ADULT & Peds, CURAPL		1,088.95		
001098871525	BROTHERS MARKET INC	WATER FOR RESIDENTS/WATER MAIN		15.21		
S102489036.001	BROWN SUPPLY CO	1/2" CC SQUARE BRASS PLUGS		126.91		
MAY 2023	CASCADE COMMUNICATIONS CO	MAY CHARGES:TELEPHONE/INTERNET		949.48		
156631-1	CASCADE LUMBER CO	PARK-EXPANSION JOINT	15.16			
157352	CASCADE LUMBER CO	PARK-CRACK SEALANT	129.48			
157365	CASCADE LUMBER CO	WATER: BLEACH	6.99			
157466	CASCADE LUMBER CO	SHIPPING CHARGES-WATER BACTERI	13.12			
803625	CASCADE LUMBER CO	PARK:REBAR & SCREWS	54.84			
803650	CASCADE LUMBER CO	PARK:GRADE STAKES	16.49			
803940	CASCADE LUMBER CO	WASTEWATER SHIPPING CHARGES	140.39			
804585	CASCADE LUMBER CO	WATER MAIN: WET MOP/BLEACH	24.37			
804630	CASCADE LUMBER CO	PARK: 2X4, STAKES	38.77			
806280	CASCADE LUMBER CO	WATER MAIN:GARBAGE BAGS	7.59			
807125	CASCADE LUMBER CO	OUTLET ADAPTOR	3.69			
807540	CASCADE LUMBER CO	POOL-WD 40	14.49			
807615	CASCADE LUMBER CO	WATER: 4 PC FUNNEL SET	2.50			
807985	CASCADE LUMBER CO	GRASS SEED:RIVERPARK	12.99			
87635	CASCADE LUMBER CO	PARKS: RAIN GAUGE	11.07	491.94		
05152023	CASCADE MUNICIPAL UTILITIES	CITY UTILITY BILLS DUE 0515202		9,302.63		
04232899	CASCADE PIONEER	CP COMM GUIDE 2023	99.00			
504234036	CASCADE PIONEER	LEGAL PUBLICATIONS	315.72			
WATER	CASCADE PIONEER	WATER REPORT PUBLICATION	140.94	555.66		
80856506	CENGAGE LEARNING	PUBLISHERS SHOWCASE-2 BOOKS	54.73			
80897126	CENGAGE LEARNING	BOOK-AMISH COUNTRY HIDEOUT	23.09			
80938618	CENGAGE LEARNING	BOOK-PUBLISHERS SHOWCASE	25.49	103.31		
47357	CHOSEN VALLEY TESTING	DRILLING, SAMPLING, ENG ANALYS		3,380.00		
1886533	CITY LAUNDERING CO	UNIFORMS/SUPPLIES		132.37		
6556	CITY OF DUBUQUE	PUBLIC WATER TESTS		22.00		
5452	CLH REPAIR	1/2" PIONEER NIPPLE & COUPLER	23.76			
5680	CLH REPAIR	DUMP TRUCK: REPLACE AIR DRYER	358.05			
5703	CLH REPAIR	5/8' LOCK WASHER	3.60	385.41		
HGTV	COLLEGE SUBSCRIPTION SERVICE	MAGAZINE RENEWAL-HGTV		18.00		
TITANIC	DARCY MAULSBY	PROGRAM-LOST HISTORY TITANIC		250.00		
37333	DATA433 RISK MITIGATION	SMARTSHIELD-ANNUAL		45.00		
IVC000021836	ECIA	INSPECTION		279.75		
113399	FEH DESIGN	DESIGN DEVELOP/FURNITURE/IT DE		32,799.67		
13681458-00	FIRST SUPPLY LLC-DUBUQUE	RIVER PARK RESTROOMS:SLOAN		430.80		
25125	GASSER FARM & HARDWARE LLC	BULK MULCH	87.96			
25362	GASSER FARM & HARDWARE LLC	SPRINKLER AND HOSES	128.97			
25379	GASSER FARM & HARDWARE LLC	PARKS: SPRINKLER	52.99			
25389	GASSER FARM & HARDWARE LLC	TOILET O RING	1.49			
25431	GASSER FARM & HARDWARE LLC	STIHL MOWING HEAD	36.99	308.40		

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
1081	GRAVEL GRADING & EXCAV LLC	SALT WALK TRAIL:SALT CONTRACT		165.00		
CLOSING STMT	GREENWOOD, BRUCE	CLOSING COSTS:PURCHASE PRICE	55,674.41		64975	5/01/23
CLOSING STMT-4	GREENWOOD, BRUCE	CLOSING COSTS: MOVING EXPENSES	1,900.00	57,574.41	64978	5/01/23
6446979	HAWKINS INC	CHLORING CYLINDER X4		40.00		
503585689	HOOPLA	132 DIGITAL ITEMS		294.85		
1871	HOOTING COYOTE LLC	ENGINEERING: ROOF FRAMING SYST		450.00		
19938	INSURANCE ASSOCIATES INC	GENERAL LIABILITY AUDIT	400.00			
EMS VOLUNTEER	INSURANCE ASSOCIATES INC	2023 LIFE INSURANCE - EMS	345.00	745.00		
Q1 2023	IOWA DEPT OF PUBLIC SAFETY	ONLINE WARRANT:QTR INVOICE		300.00		
PR20230427	IRS W/H	FED/FICA TAX		5,878.74	14016078	5/05/23
2304686-IN	J&R SUPPLY INC	WATER MAIN REPLACEMENT 4TH NW	4,147.00			
2304690-IN	J&R SUPPLY INC	WATER MAIN REPLACEMENT	770.00	4,917.00		
1058	KAMMILLER TREE SERVICE	2 STUMP REMOVAL RIVERPARK		375.00		
CLOSING STMT-2	LOCHER & DAVIS, PLC	B. GREENWOOD: ESCROW CHECK	10,000.00		64979	5/01/23
CLOSING STMT-3	LOCHER & DAVIS, PLC	B.GREENWOOD:CLOSING STMT EXPEN	1,913.60	11,913.60	64980	5/01/23
113669	BILL MCCARTHY	57 TREE REMOVAL/TRIM & PRUNE		1,660.00		
04302023	MCDERMOTT OIL CO	APRIL 2023 GAS/DIESEL BILLS		2,117.21		
915317	MICRO MARKETING LLC	ON THE SAVAGE SIDE (LPTP)	30.80			
916438	MICRO MARKETING LLC	WORTHY OPPONENTS UNCD	46.99	77.79		
PR20230427	MISSION SQUARE RETIRE-#303939	ICMA		1,183.19	64983	5/05/23
723790755-01	ORIENTAL TRADING	EASTER HUNT MIX/SQUISHIES/PLUS		205.89		
31327640	QUILL CORP	12X18 CONSTRUCTION PAPER/GLUE	57.27			
31578121	QUILL CORP	6 PACKS OF PEEL EYES	35.69			
31759069	QUILL CORP	SWIFFER DUSTER KIT & 18CT	37.96			
31833724	QUILL CORP	SHARPIES/POST-IT NOTES	45.14	176.06		
3146	RHINO INDUSTRIES INC	55 GALLON DRUM-CHEMICALS	994.50			
3147	RHINO INDUSTRIES INC	55 GAL DRUM-WASTEWATER	994.50	1,989.00		
62779	ROLLING HILLS VETERINARY	STRAY DOG FEES		172.98		
103	STEVE HERINGTON	POOL RENTAL FOR LIFEGUARD CLAS		390.00		
APRIL 2023	CINDY STOLL	CLEANING SERVICES		480.00		
3100121292	TEST AMERICA LABORATORIES INC	WASTE WATER TESTING		1,018.00		
				<u>255,658.11</u>		
				80,076.95		
				175,581.16		
				17,019.88		
				<u>272,677.99</u>		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
001	GENERAL	133,517.21
016	PARTIAL SELF-FUND	3,527.01
110	ROAD USE TAX	8,123.55
370	LIBRARY CAPITAL PROJECT	105,667.68
600	WATER	10,646.12
610	SEWER	11,196.42

	TOTAL FUNDS	272,677.99

TREASURER'S REPORT
CALENDAR 4/2023, FISCAL 10/2023

APRIL 2023
 TREASURER RPT

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	234,392.07	399,349.91	166,974.66	.00	466,767.32
002 OLD ARPA DONT USE	139,395.60-	.00	.00	.00	139,395.60-
011 POLICE	78,749.71	301.54	.00	.00	79,051.25
012 FIRE TRUCK	285,356.56	1,092.67	.00	.00	286,449.23
013 RIVERVIEW PARK	9,688.91	37.10	.00	.00	9,726.01
014 FIRE EQUIPMENT	77,500.00	.00	.00	.00	77,500.00
015 PUBLIC WORKS TRUCK	43,126.61	165.14	.00	.00	43,291.75
016 PARTIAL SELF-FUND	50,891.24	65.47	7,497.06	.00	43,459.65
017 SWIMMING POOL	45,666.92	56.06	.00	.00	45,722.98
018 CABLE	6,588.83	25.23	.00	.00	6,614.06
019 PARKS/PLAYGROUND	21,058.96	80.64	.00	.00	21,139.60
020 STREET EQUIP	102,729.89	393.37	.00	.00	103,123.26
021 LIBRARY	244,980.96	514.32	41,316.94	.00	204,178.34
022 1ST AVENUE	313,206.62	.86	.00	.00	313,207.48
023 1ST AVE BRIDGE	.00	.00	.00	.00	.00
024 TYLER BRIDGE	.10	.13	.00	.00	.23
025 TRAIL	34.23	8.71	.00	.00	42.94
026 SIREN	2,275.25	15.68	.00	.00	2,290.93
027 BICENTENNIAL	4,094.26	677.65	.00	.00	4,771.91
028 AMBULANCE	176,970.85	326.16	.00	.00	177,297.01
110 ROAD USE TAX	169,041.28	26,728.27	29,710.72	6.27	166,065.10
111 ARP (AMERI RESUCUE PLAN	212,025.24	.00	.00	.00	212,025.24
112 EMPLOYEE BENEFITS	1,080.69-	257.68	.00	.00	823.01-
121 LOCAL OPTION	343,758.86	22,441.15	.00	.00	366,200.01
125 TAX INCREMENT FINANCING	231,911.25-	30,643.88	.00	.00	201,267.37-
200 DEBT SERVICE	289,913.91	34,262.38	.00	.00	324,176.29
220 SPECIAL ASSESSMENT	.00	.00	.00	.00	.00
300 LIBRARY PROJ	.00	.00	.00	.00	.00
310 HOUSING REHAB	13,603.74	.00	.00	.00	13,603.74
312 1ST AVE TRAIL PROJECT	9,990.32	.00	.00	.00	9,990.32
322 STREET IMPROVEMENTS	.00	.00	9,250.00	.00	9,250.00-
323 HIGHWAY 136	88,676.19	.00	.00	.00	88,676.19
360 WATER SYSTEM IMPROVEMEN	713.63	.00	.00	.00	713.63
363 WWTP IMPROVEMENT PROJEC	.00	.00	.00	.00	.00
364 TRAIL WATER MAIN REPLAC	.00	.00	.00	.00	.00
365 MCKINLEY ST & 1ST AVE C	.00	.00	.00	.00	.00
366 SWIMMING POOL PROJECT	.00	.00	.00	.00	.00
370 LIBRARY CAPITAL PROJECT	60,691.95-	2,070.76	.00	.00	58,621.19-
600 WATER	57,459.12	34,734.19	36,773.77	24.18	55,443.72
601 DEPOSITS-WATER/SEWER	4,803.43	.00	.00	.00	4,803.43
603 WELL PUMP	53,175.35	277.39	.00	.00	53,452.74
604 2021A BOND	.00	.00	.00	.00	.00
605 2021A BOND SINKING	72,440.40	.00	.00	.00	72,440.40
610 SEWER	316,513.83	87,860.53	67,091.27	690.45-	336,592.64
611 SEWER SINKING	567,136.00	.00	.00	.00	567,136.00
620 GARBAGE	.00	.00	.00	.00	.00
621 GARBAGE TRUCK	.00	.00	.00	.00	.00
Report Total	3,463,483.78	642,386.87	358,614.42	660.00-	3,746,596.23

BANK CASH REPORT
2023

APRIL
CASH REPORT

BANK NAME FUND GL	MARCH CASH BALANCE	APRIL RECEIPTS	APRIL DISBURSMENTS	APRIL CASH BALANCE	OUTSTANDING TRANSACTIONS	APR BANK BALANCE
OHWARD CHECKING ACCT						
BANK OHWARD CHECKING ACCT						2,368,234.12
001 CASH - GENERAL	110,627.73	402,739.13	170,851.18	342,515.68	5,489.06	
002 CASH- ARP COVID 19 GRANT	139,395.60-	0.00	0.00	139,395.60-		
011 CASH - POLICE	0.00	0.00	0.00	0.00		
012 CASH - FIRE	0.00	0.00	0.00	0.00		
013 CASH - RIVERVIEW PARK	0.00	0.00	0.00	0.00		
014 CASH - FIRE EQUIPMENT	77,500.00	0.00	0.00	77,500.00		
015 CASH - PUBLIC WORKS TRUCK	0.00	0.00	0.00	0.00		
016 CASH - PARTIAL SELF-FUND	33,793.26	0.00	7,497.06	26,296.20		
017 CASH - SWIMMING POOL	31,027.59	0.00	0.00	31,027.59		
018 CASH - CABLE	0.00	0.00	0.00	0.00		
019 CASH - PARKS/PLAYGROUND	0.00	0.00	0.00	0.00		
020 CASH - STREET EQUIP	0.00	0.00	0.00	0.00		
021 CASH - LIBRARY	110,664.55	0.00	41,316.94	69,347.61		
022 CASH - 1ST AVENUE	312,982.23	0.00	0.00	312,982.23		
023 CASH - 1ST AVE BRIDGE	0.00	0.00	0.00	0.00		
024 CASH - TYLER BRIDGE	0.00	0.00	0.00	0.00		
025 CASH - TRAIL	0.00	0.00	0.00	0.00		
026 CASH - SIREN	0.00	0.00	0.00	0.00		
027 CASH - BICENTENNIAL	0.00	0.00	0.00	0.00		
028 CASH - AMBULANCE	0.00	0.00	0.00	0.00		
110 CASH - ROAD USE TAX	169,041.28	27,251.31	30,227.49	166,065.10	73.86	
111 ARPA CHECKING	212,025.24	0.00	0.00	212,025.24		
112 CASH - EMPLOYEE BENEFITS	1,080.69-	257.68	0.00	823.01-		
121 CASH - LOST	343,758.86	22,441.15	0.00	366,200.01		
125 CASH - TIF	231,911.25-	30,643.88	0.00	201,267.37-		
200 CASH - DEBT SERVICE	289,913.91	34,262.38	0.00	324,176.29		
220 CASH - SPECIAL ASSESSMENT	0.00	0.00	0.00	0.00		
310 CASH - HOUSING REHAB	13,603.74	0.00	0.00	13,603.74		
312 CASH - 1ST AVE TRAIL PROJECT	9,990.32	0.00	0.00	9,990.32		
322 CASH - STREET IMPROVEMENTS	0.00	0.00	9,250.00	9,250.00-		
323 CASH - HIGHWAY 136	88,676.19	0.00	0.00	88,676.19		
360 CASH - WATER SYS IMPROVEMENT	713.63	0.00	0.00	713.63		
363 CASH - WWTP IMPROVEMENT PROJ	0.00	0.00	0.00	0.00		
364 CASH - TRAIL WATER MAIN REPLAC	0.00	0.00	0.00	0.00		
365 CASH - MCKINLEY ST & 1ST AVE	0.00	0.00	0.00	0.00		
366 CASH - SWIMMING POOL PROJ	0.00	0.00	0.00	0.00		
370 CASH - LIBRARY CAP PROJECT	61,291.95-	0.00	0.00	61,291.95-		
600 CASH - WATER	27,718.52-	34,844.30	37,063.32	29,937.54-	2,023.52	
601 CASH - DEPOSITS	1,303.43	0.00	0.00	1,303.43		
603 CASH - WELL PUMP	0.00	0.00	0.00	0.00		
604 CASH - 2021A BOND	0.00	0.00	0.00	0.00		
605 CASH - 2021A BOND SINKING	0.00	0.00	0.00	0.00		
610 CASH - SEWER	168,506.66	87,586.16	68,074.09	188,018.73	3,519.63	
611 CASH - SEWER SINKING	567,136.00	0.00	0.00	567,136.00		
620 CASH - GARBAGE	0.00	0.00	0.00	0.00		
621 CASH - GARBAGE TRUCK	0.00	0.00	0.00	0.00		
DEPOSITS					440.22	
OHWARD CHECKING ACCT TOTALS	2,079,866.61	640,025.99	364,280.08	2,355,612.52	10,665.85	2,366,278.37

WARNING - BANK TOTALS DO NOT EQUAL THE GENERAL LEDGER ACCOUNT TOTALS DIFFERENCE --> 1,955.75-

**BANK CASH REPORT
2023**

BANK NAME FUND GL NAME	MARCH CASH BALANCE	APRIL RECEIPTS	APRIL DISBURSMENTS	APRIL CASH BALANCE	OUTSTANDING TRANSACTIONS	APR BANK BALANCE
OHNWARD MONEY MARKET ACCT						
BANK OHNWARD MONEY MARKET ACCT						1,388,312.95
001 CDS/INVESTMENTS - GENERAL	123,764.34	487.30	0.00	124,251.64		
011 CDS/INVESTMENTS - POLICE CAR	78,749.71	301.54	0.00	79,051.25		
012 CDS/INVESTMENTS - FIRE TRUCK	285,356.56	1,092.67	0.00	286,449.23		
013 CDS/INVESTMENTS - RIVERVIEW	9,688.91	37.10	0.00	9,726.01		
015 CDS/INVESTMENTS - TRUCK RSRV	43,126.61	165.14	0.00	43,291.75		
016 CDS/INVESTMENTS - PARTIAL SELF	17,097.98	65.47	0.00	17,163.45		
017 CDS/INVESTMENTS - SWIMMING	14,639.33	56.06	0.00	14,695.39		
018 CDS/INVESTMENTS - CABLE RSRV	6,588.83	25.23	0.00	6,614.06		
019 CDS/INVESTMENTS - PARKS	21,058.96	80.64	0.00	21,139.60		
020 CDS/INVESTMENTS - STREET EQUIP	102,729.89	393.37	0.00	103,123.26		
021 CDS/INVESTMENTS - LIBRARY RSRV	134,316.41	514.32	0.00	134,830.73		
022 CDS/INVESTMENTS - 1ST AVE RSRV	224.39	0.86	0.00	225.25		
024 CDS/INVESTMENTS - TYLER BRIDGE	0.10	0.13	0.00	0.23		
025 CDS/INVESTMENTS - TRAIL RSRV	34.23	8.71	0.00	42.94		
026 CDS/INVESTMENTS - SIREN RSRV	2,275.25	15.68	0.00	2,290.93		
027 CDS/INVESTMENTS - BICENTENNIAL	4,094.26	677.65	0.00	4,771.91		
028 CD/INVESTMENTS - AMBULANCE RES	176,970.85	326.16	0.00	177,297.01		
110 CDS/INVESTMENTS - ROAD USE TAX	0.00	0.00	0.00	0.00		
112 CDS/INVESTMENTS - EMPLOYEE BEN	0.00	0.00	0.00	0.00		
125 CDS/INVESTMENTS - TIF	0.00	0.00	0.00	0.00		
200 CDS/INVESTMENTS - DEBT SERVICE	0.00	0.00	0.00	0.00		
600 CDS/INVESTMENTS - WATER	85,177.64	203.62	0.00	85,381.26		
601 CDS/INVESTMENTS - DEPOSITS	3,500.00	0.00	0.00	3,500.00		
603 CDS/INVESTMENTS - WELL PUMP	53,175.35	277.39	0.00	53,452.74		
605 CD's/INVESTMENTS-2021A SINKING	72,440.40	0.00	0.00	72,440.40		
610 CDS/INVESTMENTS - SEWER	148,007.17	566.74	0.00	148,573.91		
611 CDS/INVESTMENTS - SEWER SINKIN	0.00	0.00	0.00	0.00		
620 CDS/INVESTMENTS - GARBAGE	0.00	0.00	0.00	0.00		
621 CDS/INVESTMENTS - GARBAGE TRK	0.00	0.00	0.00	0.00		
OHNWARD MONEY MARKET ACCT TOTA	1,383,017.17	5,295.78	0.00	1,388,312.95	0.00	1,388,312.95
OHNWARD BANK CD						
BANK OHNWARD BANK CD						
019 CD - PARKS	0.00	0.00	0.00	0.00		
021 CD - LIBRARY	0.00	0.00	0.00	0.00		
022 CD - 1ST AVE	0.00	0.00	0.00	0.00		
600 CD - WATER	0.00	0.00	0.00	0.00		
OHNWARD BANK CD TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OF ALL BANKS	3,462,883.78	645,321.77	364,280.08	3,743,925.47	10,665.85	3,754,591.32

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

REVENUE
 (FUNCTION)

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	POLICE TOTAL	29,707.01	201,901.19	247,779.00	45,877.81
	EMERGENCY MANAGEMENT TOTAL	.00	199,153.92	1,000.00	198,153.92-
	FLOOD CONTROL TOTAL	.00	490.00	500.00	10.00
	FIRE TOTAL	15,708.04	56,631.00	52,258.00	4,373.00-
	AMBULANCE TOTAL	10,924.00	56,985.58	74,200.00	17,214.42
	ANIMAL CONTROL TOTAL	.00	.00	.00	.00
	PUBLIC SAFETY TOTAL	56,339.05	515,161.69	375,737.00	139,424.69-
	ROADS, BRIDGES, SIDEWALKS TOTA	29,903.39	181,025.49	421,735.00	240,709.51
	STREET LIGHTING TOTAL	154.55	19,717.73	31,236.00	11,518.27
	SNOW REMOVAL TOTAL	80.31	32,198.87	45,918.00	13,719.13
	RECYCLING/GARBAGE TOTAL	24,803.26	244,810.39	274,200.00	29,389.61
	PUBLIC WORKS TOTAL	54,941.51	477,752.48	773,089.00	295,336.52
	LIBRARY TOTAL	58,183.23	176,323.88	167,583.00	8,740.88-
	PARKS TOTAL	20,968.84	156,440.87	70,100.00	86,340.87-
	SWIMMING POOL TOTAL	14,296.58	125,992.07	124,091.00	1,901.07-
	OTHER CULTURE/RECREATION TOTA	.00	.00	.00	.00
	CULTURE & RECREATION TOTAL	93,448.65	458,756.82	361,774.00	96,982.82-
	COMMUNITY BEAUTIFICATION TOTA	.00	32,930.48	232,000.00	199,069.52
	TIF REVOLVING FUND TOTAL	.00	35,576.64	108,798.00	73,221.36
	COMMUNITY & ECONOMIC DEV TOTA	.00	68,507.12	340,798.00	272,290.88
	MAYOR/COUNCIL/CITY MGR TOTAL	.00	5,136.01	8,600.00	3,463.99
	EXECUTIVE ADMINISTRATION TOTA	.00	2,045.36	3,110.00	1,064.64
	CLERK/TREASURER/ADM TOTAL	20,906.05	135,065.79	160,996.00	25,930.21
	ELECTIONS TOTAL	.00	.00	.00	.00
	LEGAL SERVICES/ATTORNEY TOTAL	401.00	3,749.89	10,000.00	6,250.11
	CITY HALL/GENERAL BLDGS TOTAL	17,958.00	144,908.36	146,618.00	1,709.64
	CABLE ACCESS CHANNEL TOTAL	1,505.12	17,012.60	21,089.00	4,076.40
	GENERAL GOVERNMENT TOTAL	40,770.17	307,918.01	350,413.00	42,494.99
	AMBULANCE TOTAL	.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALKS TOTA	.00	6,837.50	138,675.00	131,837.50
	DEBT SERVICES TOTAL	.00	24,775.00	165,600.00	140,825.00
	DEBT SERVICE TOTAL	.00	31,612.50	304,275.00	272,662.50
	ROADS, BRIDGES, SIDEWALKS TOTA	9,250.00	9,250.00	20,000.00	10,750.00

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	LIBRARY TOTAL	.00	63,094.80	.00	63,094.80-
	CAPITAL PROJECTS TOTAL	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	9,250.00	72,344.80	20,000.00	52,344.80-
	WATER TOTAL	36,773.77	258,092.64	364,888.00	106,795.36
	SEWER TOTAL	67,091.27	341,395.38	927,725.00	586,329.62
	LANDFILL/GARBAGE TOTAL	.00	.00	.00	.00
	ENTERPRISE FUNDS TOTAL	103,865.04	599,488.02	1,292,613.00	693,124.98
	TRANSFERS IN/OUT TOTAL	.00	890,130.96	573,925.00	316,205.96-
	TRANSFER OUT TOTAL	.00	890,130.96	573,925.00	316,205.96-
	TOTAL EXPENSES	358,614.42	3,421,672.40	4,392,624.00	970,951.60

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	GENERAL TOTAL	166,974.66	1,446,560.08	1,868,974.00	422,413.92
	OLD ARPA DONT USE TOTAL	.00	139,395.60	.00	139,395.60-
	POLICE TOTAL	.00	.00	.00	.00
	FIRE TRUCK TOTAL	.00	.00	.00	.00
	RIVERVIEW PARK TOTAL	.00	.00	.00	.00
	FIRE EQUIPMENT TOTAL	.00	.00	.00	.00
	PUBLIC WORKS TRUCK TOTAL	.00	.00	.00	.00
	PARTIAL SELF-FUND TOTAL	7,497.06	21,075.47	.00	21,075.47-
	SWIMMING POOL TOTAL	.00	.00	.00	.00
	PARKS/PLAYGROUND TOTAL	.00	.00	.00	.00
	STREET EQUIP TOTAL	.00	.00	.00	.00
	LIBRARY TOTAL	41,316.94	46,354.94	.00	46,354.94-
	1ST AVENUE TOTAL	.00	.00	.00	.00
	TRAIL TOTAL	.00	.00	.00	.00
	AMBULANCE TOTAL	.00	.00	.00	.00
	ROAD USE TAX TOTAL	29,710.72	206,575.07	331,039.00	124,463.93
	ARP (AMERI RESUCUE PLAN) TOTA	.00	59,558.32	181,500.00	121,941.68

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	EMPLOYEE BENEFITS TOTAL	.00	25,000.00	45,000.00	20,000.00
	LOCAL OPTION TOTAL	.00	369,461.34	228,825.00	140,636.34-
	TAX INCREMENT FINANCING TOTAL	.00	35,576.64	108,798.00	73,221.36
	DEBT SERVICE TOTAL	.00	31,612.50	304,275.00	272,662.50
	LIBRARY PROJ TOTAL	.00	.00	.00	.00
	HOUSING REHAB TOTAL	.00	.00	.00	.00
	1ST AVE TRAIL PROJECT TOTAL	.00	.00	.00	.00
	STREET IMPROVEMENTS TOTAL	9,250.00	9,250.00	20,000.00	10,750.00
	HIGHWAY 136 TOTAL	.00	.00	.00	.00
	WATER SYSTEM IMPROVEMENT TOTA	.00	.00	.00	.00
	WWTP IMPROVEMENT PROJECT TOTA	.00	.00	.00	.00
	TRAIL WATER MAIN REPLACEM TOTA	.00	.00	.00	.00
	MCKINLEY ST & 1ST AVE CUR TOTA	.00	.00	.00	.00
	SWIMMING POOL PROJECT TOTAL	.00	.00	.00	.00
	LIBRARY CAPITAL PROJECT TOTAL	.00	63,094.80	.00	63,094.80-
	WATER TOTAL	36,773.77	262,672.64	371,188.00	108,515.36
	DEPOSITS-WATER/SEWER TOTAL	.00	420.00	300.00	120.00-

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	WELL PUMP TOTAL	.00	.00	.00	.00
	2021A BOND TOTAL	.00	.00	.00	.00
	2021A BOND SINKING TOTAL	.00	.00	.00	.00
	SEWER TOTAL	67,091.27	705,065.00	932,725.00	227,660.00
	SEWER SINKING TOTAL	.00	.00	.00	.00
	GARBAGE TOTAL	.00	.00	.00	.00
	GARBAGE TRUCK TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====
		358,614.42	3,421,672.40	4,392,624.00	970,951.60
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

*REV
 REFUND*

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	GENERAL TOTAL	399,349.91	1,527,849.48	2,222,292.00	694,442.52
	OLD ARPA DONT USE TOTAL	.00	.00	.00	.00
	POLICE TOTAL	301.54	8,476.24	.00	8,476.24-
	FIRE TRUCK TOTAL	1,092.67	35,292.13	.00	35,292.13-
	RIVERVIEW PARK TOTAL	37.10	192.22	.00	192.22-
	FIRE EQUIPMENT TOTAL	.00	10,000.00	.00	10,000.00-
	PUBLIC WORKS TRUCK TOTAL	165.14	5,794.09	.00	5,794.09-
	PARTIAL SELF-FUND TOTAL	65.47	20,339.21	.00	20,339.21-
	SWIMMING POOL TOTAL	56.06	6,228.87	.00	6,228.87-
	CABLE TOTAL	25.23	130.75	.00	130.75-
	PARKS/PLAYGROUND TOTAL	80.64	417.78	.00	417.78-
	STREET EQUIP TOTAL	393.37	31,668.93	.00	31,668.93-
	LIBRARY TOTAL	514.32	102,248.33	.00	102,248.33-
	1ST AVENUE TOTAL	.86	5,754.39	.00	5,754.39-
	TYLER BRIDGE TOTAL	.13	.23	.00	.23-
	TRAIL TOTAL	8.71	17.51	.00	17.51-
	SIREN TOTAL	15.68	56.97	.00	56.97-

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	BICENTENNIAL TOTAL	677.65	1,385.43	.00	1,385.43-
	AMBULANCE TOTAL	326.16	22,610.07	.00	22,610.07-
	ROAD USE TAX TOTAL	26,728.27	269,890.16	333,000.00	63,109.84
	ARP (AMERI RESUCUE PLAN) TOTA	.00	174,119.46	176,500.00	2,380.54
	EMPLOYEE BENEFITS TOTAL	257.68	855.45	1,348.00	492.55
	LOCAL OPTION TOTAL	22,441.15	318,491.42	566,650.00	248,158.58
	TAX INCREMENT FINANCING TOTAL	30,643.88	93,937.74	106,798.00	12,860.26
	DEBT SERVICE TOTAL	34,262.38	300,411.96	330,618.00	30,206.04
	LIBRARY PROJ TOTAL	.00	.00	.00	.00
	HOUSING REHAB TOTAL	.00	.00	.00	.00
	1ST AVE TRAIL PROJECT TOTAL	.00	.00	.00	.00
	STREET IMPROVEMENTS TOTAL	.00	165,636.34	20,000.00	145,636.34-
	HIGHWAY 136 TOTAL	.00	.00	.00	.00
	WATER SYSTEM IMPROVEMENT TOTA	.00	13.10	.00	13.10-
	WWTP IMPROVEMENT PROJECT TOTA	.00	358,669.62	.00	358,669.62-
	TRAIL WATER MAIN REPLACEM TOTA	.00	.00	.00	.00
	MCKINLEY ST & 1ST AVE CUR TOTA	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	SWIMMING POOL PROJECT TOTAL	.00	.00	.00	.00
	LIBRARY CAPITAL PROJECT TOTAL	2,070.76	4,473.61	.00	4,473.61-
	WATER TOTAL	34,734.19	288,505.67	379,100.00	90,594.33
	DEPOSITS-WATER/SEWER TOTAL	.00	.00	.00	.00
	WELL PUMP TOTAL	277.39	1,196.80	200.00	996.80-
	2021A BOND TOTAL	.00	.00	.00	.00
	2021A BOND SINKING TOTAL	.00	354.16	.00	354.16-
	SEWER TOTAL	87,860.53	709,440.96	962,300.00	252,859.04
	SEWER SINKING TOTAL	.00	.00	.00	.00
	GARBAGE TOTAL	.00	.00	.00	.00
	GARBAGE TRUCK TOTAL	.00	.00	.00	.00
	TOTAL REVENUE BY FUND	<u>642,386.87</u>	<u>4,464,459.08</u>	<u>5,098,806.00</u>	<u>634,346.92</u>



May 8, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: May 5, 2023
Re: Vicious Dog Ordinance

Since I have been here, I have had a number of people with concerns about the fact that we have specific breeds of dogs called out that are banned in Cascade. Back last August I reached out to Lynch Dallas and received legal advice that it was advised to only list animal behavior versus a breed. The State has been attempting to ban this type of ordinance but had not yet passed it at that time. The legislature is again looking to pass this law and appears to have gotten through the house. A few weeks ago, Tracie Delarm came in after purchasing a puppy that is on the list. She will be coming to the meeting and speaking under Public Comment. Since I had already planned to bring this ordinance to the Council, I have also added it for discussion. The Council can decide if you would like me to bring back a draft ordinance that no longer lists the breeds. I have included the existing ordinance we have.

TITLE IV

MENTAL AND PHYSICAL HEALTH

CHAPTER 1

ANIMAL CONTROL

4-1-1 Definitions

4-1-2 License

4-1-3 Immunization

4-1-4 At Large Prohibited

4-1-5 Animal Nuisances

4-1-6 Impounding

DANGEROUS ANIMALS

4-1-7 Dangerous Animals Prohibited

4-1-8 Seizure, Impoundment and Disposition of Dangerous Animals

VICIOUS ANIMALS

4-1-9 Keeping a Vicious Animal

4-1-10 Seizure, Impoundment and Disposition of Vicious Animals

4-1-11 Animal Neglect

4-1-12 Abandonment of Cats and Dogs – Penalties

4-1-13 Livestock

4-1-14 Owners Duty

4-1-15 Prohibited Acts

4-1-16 Confinement

4-1-17 Kennel Dogs

4-1-1 DEFINITIONS.

For use in this chapter the following terms are defined as follows:

1. The term "dogs" shall mean animals of the canine species whether altered or not.

2. The term "at large" shall mean any licensed or unlicensed animal found off the premises of the owner and not under the control of a competent person, restrained within a motor vehicle, housed in a veterinary hospital or kennel, on a leash or "at heel" beside a competent person and obedient to that person's command.

3. The term "owner" shall mean any person owning, keeping, sheltering or harboring an animal.

4-1-2 LICENSE.

1. Annual License Required. Every owner of a dog over the age of six (6) months shall procure a dog license from the Police Department on or before the first day of July of each year. The form of the application shall state the breed, sex, age, color, markings, and name, if any, of the dog, and the address of the owner and shall be signed by the owner. The application shall also state the date of the most recent rabies vaccination, the type of vaccine administered and the date the dog shall be revaccinated.

2. Fee. The annual license fee for each male dog, for each female dog, and for each spayed dog shall be set by resolution by the City Council.

3. License Records. Upon payment of the license fee, and providing proof of a current vaccination against rabies, the Police Department shall issue to the owner a license which shall contain the name of the owner, the owner's place of residence and a description of the dog. The Police Department shall keep a duplicate of each license issued as a public record, which will show:

a. The serial number and date of each application for a license.

b. The description of the dog as specified in the application, together with the name of the owner of the dog.

c. The date when each license tag is issued and the serial number of each tag, the date of the most recent rabies vaccination, the type of vaccine administered, and the date the dog shall be revaccinated.

d. The amount of all fees paid.

e. Such other data as may be required by law.

4. License Tags. Upon issuance of the license, the Police Department shall deliver or mail to the owner a metal tag stamped with the number of the license and the year for which it is issued. The license tag shall be securely fastened to a collar or harness which shall be worn by the dog for which the license is issued.

5. Delinquency. All license fees shall become delinquent on the first day of July of the year in which they are due and a delinquent penalty of one dollar (\$1.00) shall be added to each unpaid license on and after said date.

A license issued for one dog shall not be transferable to another dog. Upon the expiration of the license the owner shall remove said tag from the dog. Any dog found running at large without the license tag attached to its collar or harness shall be deemed unlicensed.

6. Duplicate Tags. Upon the filing of an affidavit that the license tag has been lost or destroyed, the owner may obtain another tag from the Cascade Police Department. The Police Department shall enter in the license record the new tag number assigned. The fee for duplicate tags shall be established by resolution of the Council.

7. Transfers of Licensed Dogs. Upon transfer of a licensed dog into the City, the owner shall surrender the original license tag to the Police Department. The Police Department shall preserve the surrendered tag and, without a license fee, issue a new license tag, provided that proof of registration and rabies vaccination is shown.

4-1-3 IMMUNIZATION.

All dogs six (6) months or older shall be vaccinated against rabies. Before issuance of the license the owner shall furnish a veterinarian's certificate showing that the dog for which the license is sought has been vaccinated, and that the vaccination does not expire within six (6) months from the effective date

of the dog license. It shall be a violation of this Ordinance for any dog to not be vaccinated against rabies. A tag showing evidence of proper vaccination shall be worn by every dog when not confined.

(Code of Iowa, Sec. 351.33)

4-1-4 AT LARGE PROHIBITED.

No owner or person having custody of an animal shall permit such animal to run at large.

(Code of Iowa, Sec. 351.41)

4-1-5 ANIMAL NUISANCES.

It shall be unlawful for any person to permit an animal under such person's control or within such person's custody to commit a nuisance. An animal shall be considered a nuisance if it:

1. Damages, soils, defiles or defecates on private property other than the owner's or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner.
2. Causes unsanitary, dangerous or offensive conditions.
3. Causes a disturbance by excessive barking or other noisemaking or chases persons, bicycles, automobiles, or other vehicles, or molests, attacks or interferes with persons or other domestic animals.

(Code of Iowa, Sec. 657.1)

4-1-6 IMPOUNDING.

1. Any unlicensed or unvaccinated dog found at large or any licensed dog found at large in violation of this chapter shall be seized and impounded, or, at the discretion of the Peace Officer, the owner may be served a summons to appear before a proper court to answer charges made thereunder.

2. Owners of licensed dogs shall be notified within two (2) days that upon payment of impounding fees, the dog will be returned. If the impounded licensed dogs are not recovered by their owners within seven (7) days after notice, the dogs shall be disposed of as provided in Section 717B.4 Code of Iowa.

3. Impounded unlicensed dogs may be recovered by the owner, upon proper identification, by payment of the license fee, impounding fee and boarding costs, and the costs of vaccination if vaccination is required. If such dogs are not claimed within seven (7) days after notice, they shall be disposed of in a humane manner. The impounding fee shall be set by Resolution of the Cascade Council. (Ordinance 52-04, 2-9-04)

(Code of Iowa, Sec. 351.37)

4. Any animal found to have bitten a person or other animal shall be confined as directed by the Mayor.

(Code of Iowa, Sec. 351.39)

5. This section shall not apply to a law enforcement dog or horse used by the law enforcement agency, that is acting in the performance of its duties, which has bitten a person.

(Code of Iowa, Sec 351.39)

DANGEROUS ANIMALS

4-1-7 DANGEROUS ANIMALS PROHIBITED.

1. No person shall keep, shelter, or harbor for any purpose within the City limits, a dangerous animal.

2. Definitions. A dangerous animal is:

a. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals, and having known tendencies as a species to do so.

b. The following are animals which shall be deemed to be dangerous animals per se:

(1) Lions, tigers, jaguars, leopards, cougars, lynx, and bobcats;

(2) Wolves, coyotes, and foxes;

(3) Badgers, wolverines, weasels, skunks and mink;

(4) Raccoons;

(5) Bears;

(6) Monkeys, chimpanzees, and apes;

(7) Alligators and crocodiles;

(8) Scorpions; gila monsters;

(9) Snakes that are venomous or constrictors;

(10) Any pit bull terrier, which is defined as any Staffordshire Bull Terrier breed of dog or any mixed breed of dog which contains as an element of its breeding the breed of Staffordshire Terrier as to be identifiable as partially of the breed of Staffordshire Bull Terrier, American Staffordshire Terrier, American Bully, American Pit Bull Terrier, Blue Nose or Red Nose Pit Bull by a qualified veterinarian duly licensed as such by the State.

(11) Any cross breed of such animals which have similar characteristics of the animals specified above.

(12) Bees or Bee Hives

c. Any animals declared to be dangerous by the City Council.

3. Dangerous Animals Exceptions. The keeping of dangerous animals shall not be prohibited in the following circumstances:

a. The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study, and has obtained the written approval of the City Council.

4-1-8 SEIZURE, IMPOUNDMENT AND DISPOSITION OF DANGEROUS ANIMALS.

1. In the event that a dangerous animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Animal Control Officer, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

2. Upon the complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal on premises in the City, the Animal Control Officer shall cause the matter to be

investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous animal in the City, the Animal Control Officer shall order the person named in the complaint to safely remove such animal from the City, permanently place the animal with an organization or group allowed under Section 56.01 of this chapter to possess dangerous animals, or destroy the animal, within three (3) days of the receipt of such order. Such order shall be contained in a notice to remove the dangerous animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous animal shall not be required where such dangerous animal has previously caused serious physical harm or death to any person, in which case the Animal Control Officer shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

3. The order to remove a dangerous animal issued by the Animal Control Officer may be appealed to the Council. In order to appeal such order, written notice of appeal must be filed with the Clerk within three (3) days after receipt of the order contained in the notice to remove the dangerous animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the Animal Control Officer.

4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of notice of appeal. After such hearing, the Council may affirm or reverse the order of the Animal Control Officer. Such determination shall be contained in a written decision and shall be filed with the Clerk within three (3) days after the hearing or any continued session thereof.

5. If the Council affirms the action of the Animal Control Officer, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous animal remove such animal from the City, permanently place such animal with an organization or group allowed under Section 56.01 to possess dangerous animals or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Animal Control Officer is not appealed and is not complied with within three (3) days or the order of the Council after appeal is not complied with within three (3) days of its issuance, the Animal Control Officer is authorized to seize and impound such dangerous animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the person against whom the decision and order of the Council was issued has not petitioned the District Court for a review of said order, the City shall cause the animal to be disposed of by sale, permanently place such animal with an organization or group allowed under Section 56.01 of this chapter to possess dangerous animals or destroy such animal in a humane manner.

VICIOUS ANIMALS

4-1-9 KEEPING A VICIOUS ANIMAL.

A vicious animal is deemed so when it shall have attacked or bitten any person without provocation, or when the propensity to attack or bite persons or other animals shall exist and such propensity is known or ought to reasonably be known to the owner thereof. It shall be unlawful for any person or persons to harbor or keep a vicious animal within the City, except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.

2. The keeping of guard dogs; however, guard dogs, must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of Section 56.04. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "Guard Dog," "Vicious Dog" or words of similar import, and the owner of such premises shall inform the Police Department that a guard dog is on duty at said premises.

4-1-10 SEIZURE, IMPOUNDMENT AND DISPOSITION OF VICIOUS ANIMALS.

1. The Animal Control Officer or designee, in his or her discretion or upon receipt of a complaint alleging that a particular animal is a vicious animal, may initiate proceedings to declare such animal a vicious animal. A hearing on the matter shall be conducted by the Council. The person owning, keeping, sheltering or harboring the animal in question shall be given not less than seventy-two (72) hours' written notice of the time and place of said hearing. Said notice shall set forth the description of the animal in question and the basis for the allegation of viciousness. The notice shall also state that if the animal is determined to be vicious, the owner will be required to remove it from the City or allow it to be destroyed. The notice shall be served upon any adult residing at the premises where the animal is located, or may be posted on those premises if no adult is present to accept service.

2. If, after hearing, the Council determines that an animal is vicious, the Council shall order the person owning, sheltering or harboring or keeping the animal to remove it from the City, or to cause it to be destroyed in a humane manner. The order shall immediately be served upon the person against whom issued in the same manner as the notice of hearing. If the order is not complied with within three (3) days of its issuance, the Animal Control Officer is authorized to seize and impound the animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the person against whom the order of the Council was issued has not petitioned the District Court for a review of such order, the Animal Control Officer shall cause the animal to be destroyed.

3. Failure to comply with an order of the Council issued pursuant hereto shall constitute a misdemeanor offense.

4. Any animal found at large which displays vicious tendencies may be processed as a vicious animal pursuant to the foregoing, unless the animal is so vicious that it cannot be safely be apprehended, in which case the Animal Control Officer may immediately destroy it or unless its ownership is not ascertainable, in which case the Animal Control Officer may destroy it after three (3) days' impoundment.

5. Any animal which is alleged to be vicious and which is under impoundment or quarantine at the animal shelter shall not be released to the owner, but shall continue to be held at the expense of the owner pending the outcome of the hearing. All costs of such impoundment or quarantine shall be paid by the owner if the animal is determined to be vicious. If the animal is not determined to be vicious, such impoundment or quarantine shall be paid by the City.

4-1-11 ANIMAL NEGLECT.

It is unlawful for a person who impounds or confines, in any place, an animal, excluding livestock, to fail to supply the animal during confinement with a sufficient quantity of food or water, or to fail to provide a confined dog or cat with adequate shelter, or to torture, deprive of necessary sustenance, mutilate, beat, or kill such animal by any means which causes unjustified pain, distress or suffering.

(Code of Iowa, Sec. 717B.3)

4-1-12 ABANDONMENT OF CATS AND DOGS — PENALTIES.

A person who has ownership or custody of a cat or dog shall not abandon the cat or dog, except the person may deliver the cat or dog to another person who will accept ownership and custody or the person may deliver the cat or dog to an animal shelter or pound as defined in section 162.2. A person who violates this section is guilty of a simple misdemeanor.

(Code of Iowa, Sec. 717B.8)

4-1-13 LIVESTOCK

1. **Regulations.** It is unlawful for a person to keep livestock within the City except by written consent of the Council or except in compliance with the City's zoning regulations.
2. **Neglect.** It is unlawful for a person who impounds or confines livestock in any place to fail to provide the livestock with care consistent with customary animal husbandry practices or to deprive the livestock of necessary sustenance or to injure or destroy livestock by any means which causes pain or suffering in a manner inconsistent with customary animal husbandry practices.

(Code of Iowa, Sec. 717.2)

4-1-14 OWNER'S DUTY.

It shall be the duty of the owner of any dog, cat or other animal which has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It shall be the duty of physicians and veterinarians to report to the local board of health the existence of any animal known or suspected to be suffering from rabies.

4-1-15 PROHIBITED ACTS.

It is unlawful for any person to do the following:

1. Aid or cause any animal, whether owned by such person or not, to escape confinement or impoundment, whether such confinement or impoundment is upon such person's property or that of another, by opening any gate, door or window, by making an opening in any fence, enclosure or structure, or by unleashing such animal.
2. Fail to restrain an animal owned by such person or in such person's custody or control within an enclosure or upon a leash when such animal is left unattended outside or is not at heel. The animal must be restrained so as to prevent the animal from leaving the premises of its owner or from coming in contact with public right-of-way or the property of another.
3. Interfere in any manner with any employee or designated representative of the City so as to hinder, delay or prevent the execution of such employee's duties in relation to the matters and things contained in these chapters pertaining to Animal Control.
4. Fail to keep in a clean and sanitary condition the premises and any pen, kennel, shelter, house or person's dwelling or other structure where an animal under such person's care and control is at any time kept. At least once every twenty-four hours, or more often if odors or health problems arise, such persons shall pick up any and all feces so as to prevent its accumulation and the same shall be properly disposed of. Feces shall be held in watertight and fly-tight containers pending disposal and shall be disposed of at least once weekly. The animal and the place where the animal is maintained shall also be kept free of obnoxious odors and shall be maintained so as not to attract or permit the harborage or breeding of flies and other insects or rodents or other vermin. All animal food and water shall be stored and placed for the animal's consumption in such a manner so that it will not become food for rodents and other vermin.
5. Own or harbor more than six (6) dogs over twelve months of age at any one time, or keep more than ten (10) dogs under two months of age at any one time or for more than fifty (50) days in any year. The provisions of this subsection do not apply to persons operating a commercial, boarding or hobby kennel.
6. No owner or walker of any animal shall permit the animal to discharge feces upon any public or private property, other than the property of the owner of the animal. The owner or walker shall be deemed to permit the animal's discharge of feces if the owner does not immediately thereafter take steps to remove and clean up the feces from the property.

(Ordinance 52A-04, 7-26-04)

7. All feces removed as aforesaid shall be placed in a container and shall be stored in a sanitary manner in an appropriate refuse container until it is removed pursuant to refuse collection procedures or otherwise disposed of in a sanitary manner.

(Ordinance 52A-04, 7-26-04)

4-1-16 CONFINEMENT.

1. When the City receives information that any person has been bitten by an animal or that a dog or animal is suspected of having rabies, a police officer shall order the owner to deliver such animal to a veterinarian in the County for examination within twenty-four hours.

2. If the animal has been vaccinated in the manner required by this Code of Ordinances, the owner may, after the animal has been examined by a veterinarian, confine the animal at his or her place of residence. If this is not possible, the animal must be confined at a veterinary hospital. In either case, the animal must be confined for a period of fourteen (14) days.

3. If the animal is confined by the owner, the same veterinarian who examined the animal at commencement of confinement, or a veterinarian designated by the original veterinarian, must re-examine the animal and issue a written release before the owner may end such confinement.

4. If the owner fails to confine the animal as ordered, the animal shall be apprehended and impounded by the City, and after two weeks, the City may humanely destroy the animal. If the animal is returned to its owner, the owner shall pay the costs of impoundment.

5. If the animal has not been vaccinated in the manner required by this Code of Ordinances, the animal shall be confined at a veterinary hospital for fourteen (14) days or be immediately humanely destroyed and the brain transported to a qualified laboratory for examination.

6. The veterinarian examining such animal shall report his or her findings to the Dubuque County Board of Health, to the City and to the physician attending the victim within twenty-four hours of the final examination. Said reports should be made immediately by telephone or in person and verified in writing at the earliest opportunity.

7. The owner of any animal reasonably subjected to the foregoing procedures shall pay all expenses resulting from such apprehension, confinement, examination and/or destruction.

4-1-17 KENNEL DOGS.

Kennel dogs which are kept or raised solely for the bona fide purpose of sale and which are kept under constant restraint are not subject to the provisions of this ordinance.



May 8, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: May 5, 2023
Re: Library Design Committee

FEH and the Design Committee members will be in attendance at the Council meeting to report on the latest design and budget for Council consideration.

This represents the end of phase 2 which was Design Development. The updated budget and some of the plan pages are in the packet The full design report was emailed to the City Council on Thursday May 4.

OPINION OF PROBABLE COST

Project Number: 2021310
Phase: Design Development

Owner : City of Cascade
Project : New Library

Date : 5/4/23
Estimator : KE



Design Development	Schematic Design	Concept Design
5/4/2023	3/7/2023	9/1/2021

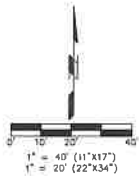
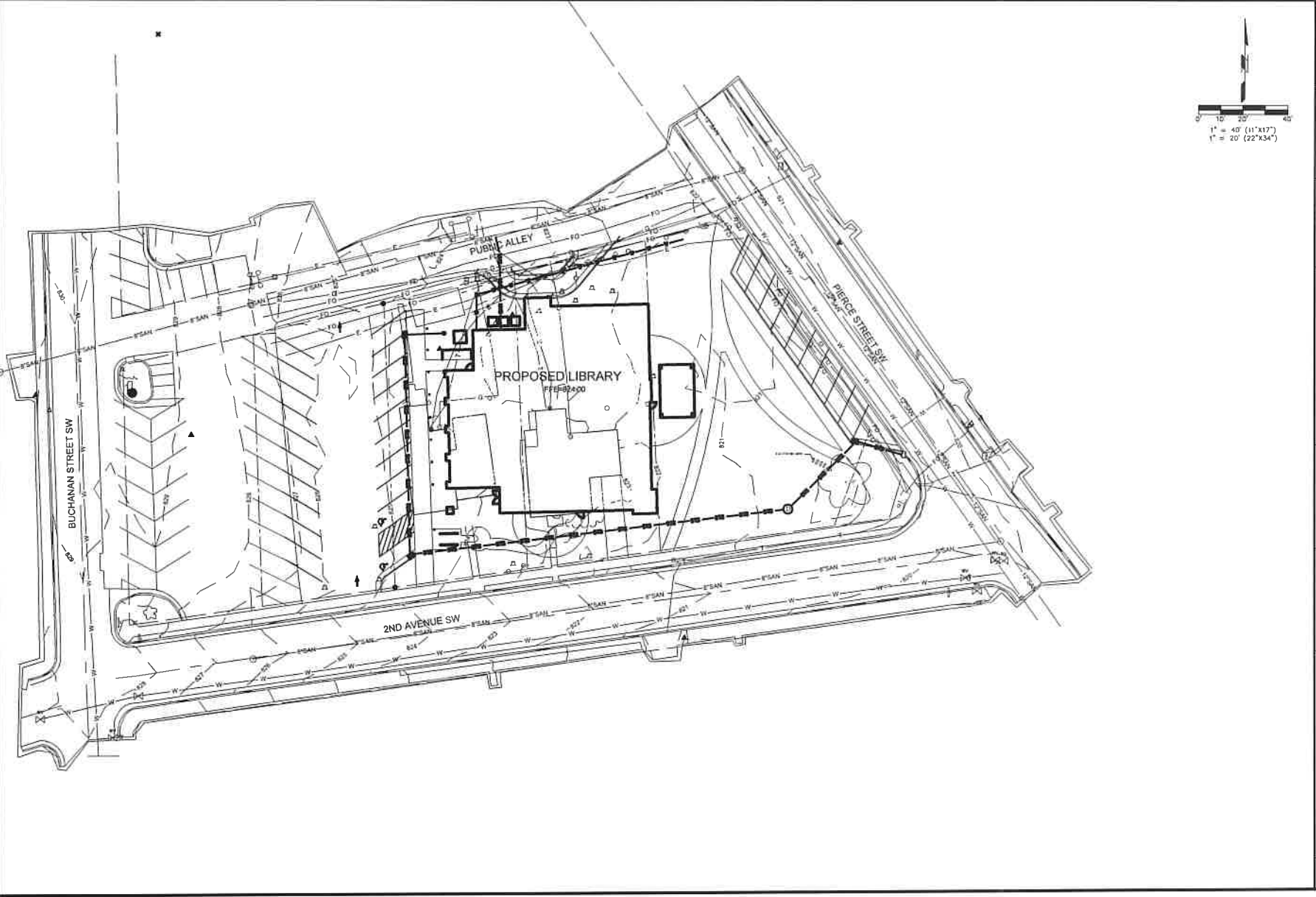
DESCRIPTION	QTY	UNIT	COST/SF	TOTALS	TOTALS	TOTALS	
Building Construction Costs:							
1 GENERAL REQUIREMENTS 7%, Overhead 5%, Profit 5%	1	LS		353,326	279,444		
2 SITEWORK & utilities	1	LS		336,595	366,857		
3 SELECTIVE DEMOLITION	1	LS		0	12,000		
4 SUBSTRUCTURE	1	LS		139,882	135,682		
5 SUPERSTRUCTURE	1	LS		171,212	205,857		
6 EXTERIOR ENCLOSURE	1	LS		357,230	371,300		
7 ROOFING	1	LS		151,551	145,776		
8 INTERIOR CONSTRUCTION	1	LS		289,743	289,260		
9 SPECIALTIES AND EQUIPMENT	1	LS		61,190	83,390		
10 CONVEYING SYSTEMS	1	LS		0	0		
11 FIRE PROTECTION	1	LS		0	0		
12 PLUMBING	1	LS		70,603	49,316		
13 MECHANICAL HVAC	1	LS		275,310	269,415		
14 ELECTRICAL	1	LS		158,435	152,075		
15 SECURITY	1	LS		31,440	31,440		
16 VOICE, DATA & SPECIAL SYSTEMS	1	LS		33,000	33,000		
			SubTotal	309.10	2,429,517	2,424,812	2,067,065
			Design / Bid Contingency 6.5%		157,919	181,861	310,000
			Building Construction Costs SubTotal		2,587,435	2,606,673	2,377,125
			Construction Contingency 5%		129,372	130,334	237,712
			BUILDING CONSTRUCTION COST TOTAL		\$2,716,807	\$2,737,007	\$2,614,837
Soft Costs:							
40.00 Site Acquisition (land and/or property) Real Property Costs;	1	LS	207,000.00	207,000	207,000	213,025	
40.01 Site Acquisition related costs; Realtors, Title Co., Appraisals	1	LS	0.00	0	0	0	
40.10 Structure Deconstruction, 2 houses bid by City	1	LS	12,000.00	12,000	0	0	
40.30 Remove foundations & cisterns	1	LS	0.00	0	0	0	
40.40 Hazard Material survey, sample, test	1	LS	1,600.00	1,600	1,600	2,500	
40.50 Hazardous material abatement	1	SF	12,800.00	12,800	12,800	12,800	
40.60 Legal Fees	1	LS	3,500.00	3,500	3,500	3,500	
40.70 Ownership and Deconstruction Insurance	1	LS	0.00	0	0	0	
40.80 Phase I Environmental Study	1	LS	4,000.00	4,000	4,000	0	
40.90 Phase I Archeological Study	1	LS	0.00	0	0	0	
40.11 Sale of Existing property - Library	1	LS	(148,625.00)	(148,625)	(148,625)	(148,625)	
41.00 Professional Fees: Architectural & Engineering Design Fees SD, DD, CD, BN, CA	1	LS	229,000.00	229,000	229,000	228,798	
41.20 Library Programming	1	LS	0.00	0	0	0	
41.30 Civil Engineering	1	LS	0.00	0	0	0	
41.60 Reimbursable expenses	1	LS	9,000.00	9,000	9,000	9,000	
41.60 Commissioning	1	LS	8,000.00	8,000	8,000	8,000	
41.80 LEED certification services	1	LS	0.00	0	0	0	
41.90 Information & Technology Design Fees;	1	LS	3,689.00	3,689	3,689	3,689	
41.10 Furnishing Design, selection, bidding Fees, 13%	1	LS	24,976.00	24,976	24,976	24,976	
41.11 Geo Thermal Horizontal Test Well - did not pursue	1	LS	0.00	0	0	0	
41.12 Site Survey	1	LS	3,750.00	3,750	3,750	4,000	
41.13 Geotechnical subsurface investigation;	1	LS	3,500.00	3,400	3,400	9,000	
41.14 Quality Control Material Testing & Inspections	1	LS	16,000.00	16,000	16,000	16,000	
42.00 Printing, shipping, & plan room Costs for Construction Documents	1	LS	7,500.00	7,500	7,500	7,500	
43.00 State Construction documents review Fees	1	LS	2,500.00	2,500	2,500	2,500	
44.00 City Plan Review Permits and Fees	1	LS	0.00	0	0	0	
45.00 Builders Risk Insurance	1	LS	4,000.00	4,000	4,000	4,000	
46.00 Construction Utility costs by Owner	1	LS	6,000.00	6,000	6,000	6,000	
47.00 Fixtures, Furnishings, blinds, & Equip Allowance \$25/SF	7,685	SF	25.00	192,125	192,125	192,125	
47.10 Appliances: fridge, coffee maker, ice maker, cooler	1	EA	1,000.00	1,000	1,000	0	
48.00 Technology & Computer Equipment Allowance, (less use of existing)	7,685	SF	6.00	46,110	46,110	46,110	
49.00 Energy & Utility Rebates	1	LS	0.00	0	(4,000)	(4,000)	
50.00 Equipment & Utility Connections	1	LS	0.00	0	0	0	
50.10 Power Pole removal/relocation	1	LS	0.00	0	0	0	
51.00 Moving costs	1	LS	5,000.00	5,000	5,000	5,000	
52.00 Ground breaking and dedication ceremonies	1	LS	2,000.00	2,000	2,000	2,000	
53.00 Fundraising Consulting & grant writing	1	LS	25,000.00	25,000	30,000	30,000	
54.00 Soft Costs Contingency during design & construction	1	LS	25,000.00	25,000	25,000	25,000	
54.00 Donor Recognition	1	LS	2,000.00	2,000	2,000	2,000	
55.00 Library Art	1	LS	0.00	0	0	0	
57.00 Referendum or other campaign facilitation by consultant	1	LS	0.00	0	0	15,000	
			Soft Cost SubTotal	708,325	697,325	719,898	
			Building Construction Cost Total	2,716,807	2,737,007	2,614,837	
			PROJECT TOTAL COST	\$3,425,132	\$3,434,332	\$3,334,735	

Optional Alternates

1. Add solar panels at roof
2. East Shade Structure
3. Ground Heat Exchanger - geothermal increase

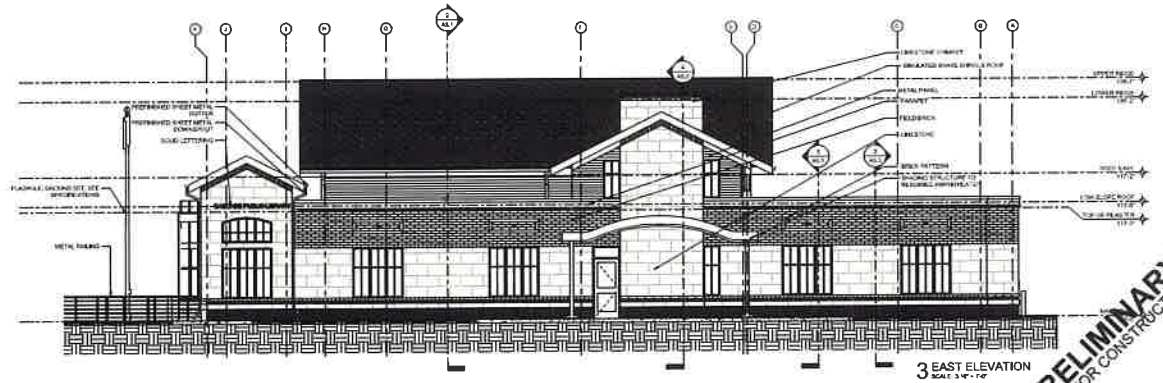
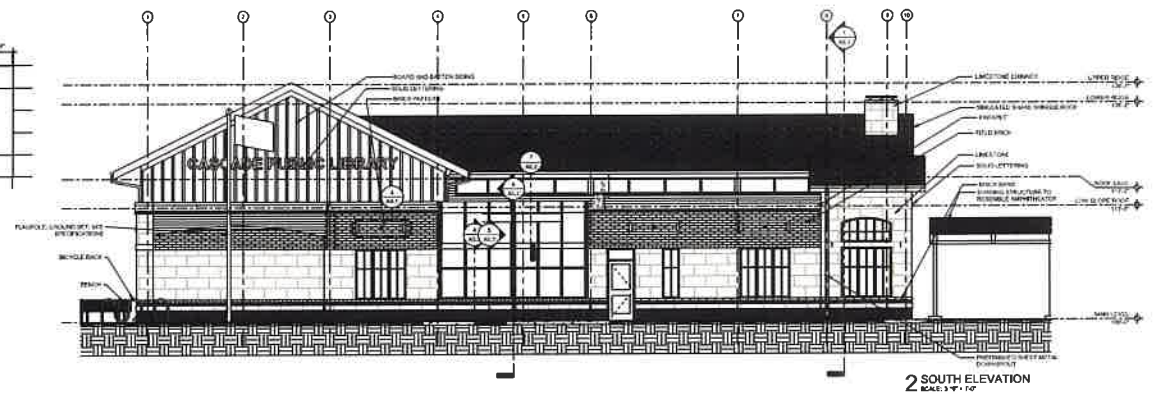
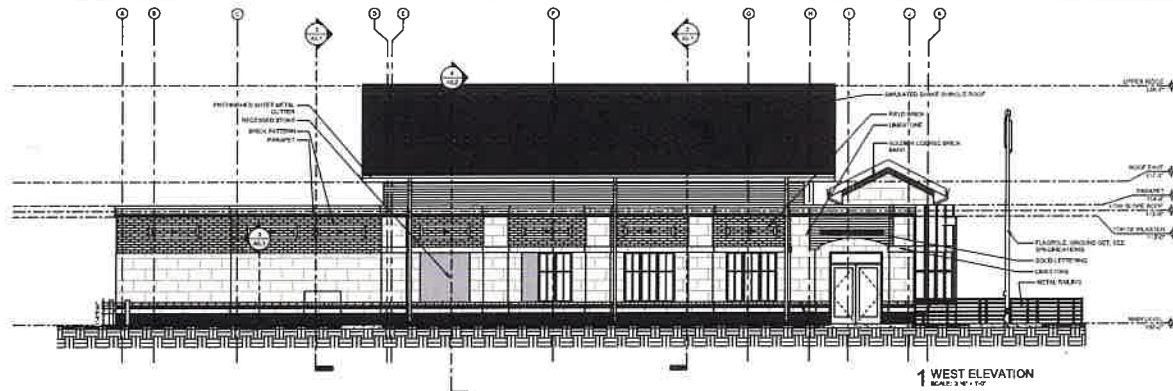
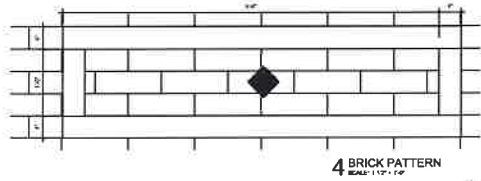
	Design Dev	Schematic	concept
	phase estimate	phase estimate	phase estimate
	\$40,000		
	\$67,000		
	\$68,000		

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001 PHONE: (563) 556-4399



SHEET TITLE SITE LAYOUT PLAN CASCADE PUBLIC LIBRARY CASCADE, IOWA	PROJECT NO. 23081 PREPARED FOR: FC4 DESIGN 951 MAIN STREET DUBUQUE, IA 52001		DATE	REVISIONS	DRAWN BY:
			04.28.2023		PUN
			SCALE:	CHECKED BY:	
			SEE BAR SCALE		PUN

C1.00



FEH DESIGN
 1000 W. 10TH ST. SUITE 100
 DES MOINES, IA 50319
 (515) 281-2000
 FEHDESIGN.COM

PROJECT TITLE: CITY OF CASCADE
CASCADE PUBLIC LIBRARY
 SECOND AVENUE SW.
 CASCADE, IOWA

DATE: 08-02-2014
 REV: 04-15-2019

PROJECT NUMBER: 2021310
 SHEET: A4.1

EXTERIOR ELEVATIONS

PRELIMINARY
 NOT FOR CONSTRUCTION



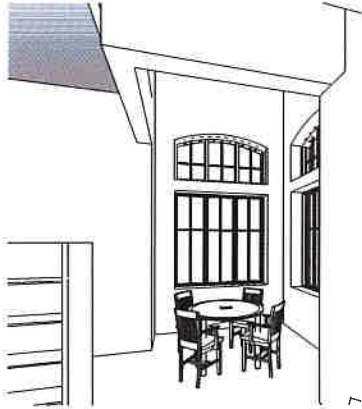
1 LIBRARY ENTRY
SCALE:



2 FIREPLACE SEATING
SCALE:



3 CHILDRENS ENTRY
SCALE:



4 TOWER SEATING
SCALE:



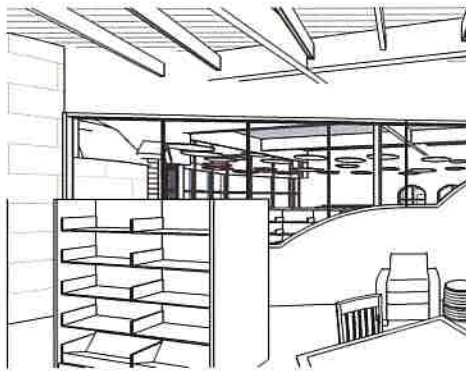
5 CIRC DESK
SCALE:



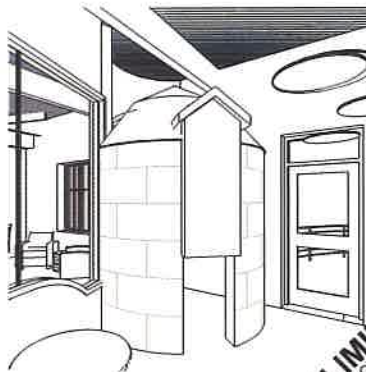
6 MEETING ROOM
SCALE:



8 ENTRY CORRIDOR
SCALE:



7 ADULT AREA GLASS WALL
SCALE:



9 CHILDRENS SILO
SCALE:

FEH DESIGN



DESIGNERS
1800 20th Street, NW
Boulder, CO 80502
(303) 440-1000
(303) 440-2000

ARCHITECTS
1000 14th Street, NW
Boulder, CO 80502
(303) 440-1000
(303) 440-2000

www.fehdesign.com

PROJECT TITLE

INTERIOR 3D VIEWS

CASCADE PUBLIC LIBRARY

CITY OF CASCADE
SECOND AVENUE SW,
CASCADE, IOWA

PROJECT NUMBER
2021310

SHEET
A7.1

PRELIMINARY
NOT FOR CONSTRUCTION



May 8, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: May 5, 2023

Re: Approve Design Development and Contract for Construction Documents

At the City Council meeting we will present an updated floor plan and cost for the changes made by the Library Design Committee during the Design Development phase of the past two months. The full detailed plans were emailed to you separately. FEH will be in attendance to answer any questions the Council has. The next phase of planning is called Construction Documents. This will be more taking the building as planned and prepared for a later summer or early Fall bidding. The Council is asked to consider approval of the current plans and approve the next contract in the amount of \$80,150 for Construction Documents.

Some of the design pages are included in the packet.

RESOLUTION #40-23

A RESOLUTION AUTHORIZING THE APPROVAL OF THE NEW LIBRARY AND COMMUNITY CENTER DESIGN DEVELOPMENT DOCUMENTS AND EXPANDING THE CONTRACT WITH FEH DESIGN TO COMPLETE THE CONSTRUCTION DOCUMENTS FOR THE BIDDING OF THE FACILITY IN THE CITY OF CASCADE, IOWA

WHEREAS, the City Council appointed a Library Design Committee to work with the FEH Design Team to complete the schematic design and design development phases of the new Library and Community Center, and;

WHEREAS, the Library Design Committee has met during the months of January and February, March and April and is prepared to present the Design Development plans to the City Council, and;

WHEREAS, the City Council has been presented with the most up to date plans for the facility from the Committee which encompass the architectural, structural, mechanical, electrical, plumbing, and civil drawing set along with an updated Opinion of Probable Cost.; and,

WHEREAS, to keep on schedule for the design, bidding and construction phases, the FEH Team will need to begin the Construction Documents Phase of planning.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves the current Design Development plans for the new Library and Community Center and approves the Construction Documents contract, attached as Exhibit A, which is the same contract approved in Resolution #26-23 with FEH Design in the amount of \$80,150 and authorizes City staff to arrange for the work to be completed.

PASSED, APPROVED AND ADOPTED this 8th day of May, 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk

AIA Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Cascade Public Library

AGREEMENT INFORMATION:
Date: January 25, 2021

AMENDMENT INFORMATION:
Amendment Number: 001
Date: 2023-3-10

OWNER: *(name and address)*
City of Cascade, Iowa
320 First Avenue
Cascade, Iowa 52033

ARCHITECT: *(name and address)*
FEH Associates, Inc. dba FEH Design
951 Main Street
Dubuque, Iowa, 52001

The Owner and Architect amend the Agreement as follows:
Phase 2 of the agreement; schematic design - construction administration, furniture selection and procurement, Information systems design.

The Architect's compensation and schedule shall be adjusted as follows:

- Compensation Adjustment:
- Schematic Design \$45,800
 - Design Development \$45,800
 - Construction Documents \$80,150
 - Bidding \$11,450
 - Construction Administration \$45,800
 - IT Design \$3,689
 - Furniture \$24,976

- Schedule Adjustment:
- Schemaic Design completed March 13, 2023
 - Design Development completed May 8, 2023
 - Construction Documents completed July 24, 2023
 - City Council award to contractor Sept. 25, 2023
 - Construction complete in ten months

SIGNATURES:

FEH DESIGN

ARCHITECT *(Firm name)*



SIGNATURE

Kevin J. Eipperle, AIA, President

PRINTED NAME AND TITLE

2023-3-10

DATE

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

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User Notes:



May 8, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: May 5, 2023

Re: Library Semi-Annual Update

The Library Director Melissa Kane will present the City Council with a six month update from the library. A report is included in the packet.

file

**Circulation Statistics - May 1, 2023 at 11:44:15 AM CDT
11/1/2022 through 4/30/2023**

Interlibrary Loan Items Provided **217**

\$ saved by Borrowing from library **\$152,096.21**

	Totals
1 - Unassigned	0
2 - Adult Fiction	2161
3 - Adult Nonfiction	131
4 - Audiobook	116
5 - Biography	97
6 - Board Book	357
9 - DVD	1529
11 - Halloween	34
12 - Juv 1&2	661
14 - Chapter Books	846
16 - Juv Nonfiction	972
18 - Juvenile Fiction	539
19 - Large Print	971
20 - Mystery	144
21 - Oversize	194
22 - Picture Book	1810
24 - Paperback Books	88
25 - Classic	12
26 - Thanksgiving	54
29 - Western	75
30 - Young Adult	316
31 - Holiday	387
32 - Easter	115
34 - Valentine	104
36 - Mobile Hot-spots	28
None/On-the-fly	93
	11834

City of Cascade	7066 items
Dubuque County	2738 items
Delaware County	11items
Jones County	1982 items
Jackson County	37 items
Items Checked out 11/22 - 4/23	11834 items

Bridges/Overdrive (Libby)	2185 checkouts
HOOPLA	684 checkouts

WiFi & Computer Usage	1485 sessions
-----------------------	----------------------

45

file

Programs Provided	# of Participants	Collection Size	14952
Peep Dioramas	38	Adult Fiction	2779
Parent/Kid Book Club (2 so far)	10	Adult Nonfiction	422
Afterschool crafts (2/month)	240	Audiobook	408
Library Storytime (4/month)	192	Biography	146
Adult Book Discussion (1/month)	72	Board Book	200
Teen Book Club (2 so far)	8	DVD	1679
Tuesday A.M. Coffee (4/month)	240	Halloween	111
Dubuque County Conservation	55	Early Readers	941
ISU Extension (onions)	71	Juvenile Fiction	958
Iowa's Lost History on the Titanic	17	Chapter Books	1147
Visit with Mr. Lincoln	9	Juvenile Nonfiction	1428
Blind date with a book	65	Large Print	1147
Iowa Children's Museum	45	Mystery	217
Crafts & Drafts	10	Oversize	142
Diaper Slime	75	Picture Books	2013
Christmas Tree Walk	225	Paperback Books	212
Kim Karzen (author visit)	55	Classics	86
	1427	Thanksgiving	38
Library School Visits		Western	195
Cascade Elementary PreK	150	Young Adult	374
Cascade Elementary Kindergarten	150	Christmas	200
Cascade Elementary 2nd Grade	200	Easter	57
Aquin Little Angels	210	Valentines	49
	710	Mobile Hot-spots	3
	2137	HOOPLA Titles Available	223006
		Libby Titles Available	99311

46



May 8, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: May 5, 2023
Re: Library CAT Grant

The City has received the contract from the State of Iowa for the \$460,000 CAT Grant. A resolution is in the packet for consideration which would give me permission to sign all the necessary documents. The contract is also included.

RESOLUTION #42-23

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE STATE OF IOWA CAT GRANT FOR THE CONSTRUCTION OF A NEW LIBRARY IN THE AMOUNT OF \$460,000 IN THE CITY OF CASCADE, IOWA.

WHEREAS, the City applied to the State of Iowa Enhancement Committee for funding to assist in the construction of a new library and community center; and,

WHEREAS, the State awarded the City of Cascade \$460,000 of CAT Grant funds; and

WHEREAS, the City has raised the additional match of \$40,000 required to receive the grant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASCADE, IOWA, THAT:

The City Administrator is authorized to sign and submit all required documentation to receive the Library and Community Center CAT grant funding.

Passed, approved and adopted this May 8, 2023

Councilmember _____ offered the foregoing Resolution and moved for its adoption.

Councilmember _____ seconded the said Resolution and upon roll call the following vote was recorded:

	AYE	NAY
Councilmember Kelchen	_____	_____
Councilmember Rausch	_____	_____
Councilmember Hosch	_____	_____
Councilmember Oliphant	_____	_____
Councilmember Delaney	_____	_____

Steven Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk

**COMMUNITY ATTRACTION AND TOURISM (CAT)
GRANT AGREEMENT**

RECIPIENT: City of Cascade
CAT AGREEMENT NUMBER: 23-CAT-007
EFFECTIVE DATE: April 6, 2023
PROJECT NAME: Cascade Library and Community Center
TOTAL GRANT AMOUNT: \$460,000
PROJECT COMPLETION DATE: April 30, 2025

This **COMMUNITY ATTRACTION AND TOURISM ("CAT") GRANT AGREEMENT** is made by and between the **Enhance Iowa Board ("Board" or "Enhance Iowa")** and the **City of Cascade ("Recipient")**.

WHEREAS, the Community Attraction and Tourism (CAT) Program was established by the Iowa Legislature and the Governor of Iowa to support community projects that build on Iowa's unique assets and values and expand the recreational, cultural, educational, and entertainment opportunities in Iowa.

WHEREAS, Recipient submitted an application to the Enhance Iowa Board requesting CAT assistance to help finance the Project.

WHEREAS, the Enhance Iowa Board found the Project meets the requirements established for participation in the CAT Program.

WHEREAS, the Board, on April 6, 2023, unanimously voted to award a Grant of **\$460,000** to Recipient to assist in funding the Project, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the Enhance Iowa Board and Recipient agree to the following terms:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **EFFECTIVE DATE** "Effective Date" means the date stated above on which the terms of this Agreement become in force and effect.

1.2 **GRANT** "Grant" means an award of assistance for which repayment of funds is not required upon fulfillment of the conditions of the award.

1.3 **GRANT AGREEMENT or AGREEMENT** "Grant Agreement" or "Agreement" means this document, the Project budget and all of the notes, leases, assignments, mortgages, and similar documents referred to in this document and all other instruments or documents executed by Recipient or otherwise required in connection with this grant.

1.4 **PROJECT** "Project" means the detailed description of the work, services, and other obligations to be performed or accomplished by Recipient as described in this Agreement, Program Description and Budget (Exhibit B), and the CAT Application as approved by the Board (Exhibit A).

1.5 **PROJECT COMPLETION DATE** "Project Completion Date" means April 30, 2025, which is the date by which the Project tasks are fully constructed and operational.

ARTICLE 2 **GRANT AGREEMENT DURATION**

2.1 **GRANT AGREEMENT DURATION** This Agreement shall be in effect on the Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Date and for the period after Project Completion Date during which the Iowa Economic Development Authority (IEDA) will conduct Project closeout procedures to verify that the Project was completed in compliance with the Agreement.

(b) *Repayment or Payment Obligation.* Until all outstanding amounts due to the Board, if any, are received by IEDA or all outstanding obligations to the Board are satisfied in full.

(c) *Agreement End Date.* Until IEDA has completed Agreement closeout procedures and provided Recipient with written Notice of Final Agreement Closeout. This Agreement shall terminate as of the date of the Notice of Final Closeout, which date shall be the Agreement End Date.

2.2 **SURVIVAL OF OBLIGATIONS** Section 2.1 shall not abrogate or otherwise affect the obligations, terms, and conditions that survive beyond the Agreement End Date, including but not limited to the following sections of this Agreement: Section 5.4 (Accounting Records), Section 5.5 (Documentation), and Section 5.8 (Conveyance of Project Property).

ARTICLE 3 **IDENTITIES OF THE PARTIES**

3.1 **ENHANCE IOWA BOARD** The **Enhance Iowa Board** is a public instrumentality of the State of Iowa that was legislatively created to organize, establish, oversee, and approve the administration of the Enhance Iowa Program and the Community Attraction and Tourism Program. Iowa Code Chapter 15F authorizes the Board and its programs. The Board's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315. The Enhance Iowa program is administered by IEDA. IEDA's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315.

3.2 **RECIPIENT** The **City of Cascade** is an Iowa city located at 320 1st Ave West, Cascade, IA 52033.

ARTICLE 4 **FUNDING**

4.1 **FUNDING SOURCE** The source of funding for the award is funds legally available to the Board in the Community Attraction and Tourism Fund established pursuant to Iowa Code Section 15F.204. The funds of the State of Iowa, other than those of the CAT Fund, are not obligated or available to meet any obligations of the Board created by this Agreement, and this Agreement shall not constitute an obligation or debt of the Board or the State except to the extent expressly described herein from funds on hand that are legally available for such purposes.

4.2 **RECEIPT OF FUNDS** All payments under this Agreement are subject to possession by the Board of sufficient funds for the CAT Program. Any termination, reduction, or delay of CAT funds to the Board may, in the Board's sole discretion, result in the termination, reduction, or delay of CAT funds to Recipient and/or termination of this Agreement.

ARTICLE 5 **TERMS OF GRANT**

5.1 **GRANT** The Board shall make a Grant up to the amount first stated herein to Recipient to assist in financing the Project, all subject to Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and the terms and conditions of this Agreement. A copy of Recipient's CAT Application describing the Project is an integral part of this Agreement and marked as Exhibit A.

5.2 **MAXIMUM PAYMENTS** It is expressly understood and agreed that the maximum amount to be paid to Recipient for Project activities shall conform to the budget as presented in the Program Description and Budget (Exhibit B). It is further understood and agreed that the total of all payments to Recipient for Project activities shall not exceed the Grant funds unless the amount is modified by written amendment of this Agreement.

5.3 **USE OF FUNDS** Recipient hereby agrees to construct and operate the Project as described in its CAT Application (Exhibit A) and the Project Description and Budget (Exhibit B). Recipient shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Agreement. Recipient shall allow the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations to inspect the Project facilities at all reasonable times to monitor and evaluate performance with Iowa law and the terms of this Agreement.

5.4 **ACCOUNTING RECORDS** Recipient shall maintain its books, records, and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by the Board. Recipient shall account for all activity pertaining to the Agreement in a distinct and separate category within its accounting system. These records shall be available to the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations at all times during the duration of the Agreement and any extension thereof, and for three (3) years after the Agreement End Date.

5.5 **DOCUMENTATION** Within ten (10) days of receipt of a written request from the Board, Recipient shall deliver to IEDA,

- (i) Copies of all agreements or documents relating to the Project;
- (ii) Copies of all invoices, receipts, statements, or vouchers relating to the Project;
- (iii) A list of all unpaid bills for labor and materials in connection with the Project; and
- (iv) Budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

Recipient shall be bound by Section 5.5 from the Effective Date to the date three (3) years after the Agreement End Date.

5.6 **COST VARIATION** In the event that the actual total Project Cost is less than the amount specified in Exhibit B of the Agreement, the Grant funds shall be reduced by the same ratio as the actual total Project Cost divided by the total Project Cost listed in Exhibit B. Any reimbursed excess above the reduced Grant funds amount shall be returned to IEDA.

Example:

If the total amount spent to complete the project is less than the total Project Cost specified in Exhibit B of the Grant Agreement, the Board or IEDA shall calculate the amount of Grant funds to be returned as follows: first, the total amount spent to complete the project is subtracted from the total Project Cost listed in Exhibit B to determine the change in Project Cost. Second, the change in Project Cost is divided

by the total Project Cost listed in Exhibit B. Third, this percentage is multiplied by the original Grant award. The product is the amount of the Grant award that Recipient shall return to IEDA.

Numbers from Exhibit B of the Agreement

- The funded project had a total project cost listed in Exhibit B of \$1,000,000
- The funded project had a total Grant funds listed in Exhibit B of \$200,000

Completed project numbers

- The project, when completed, had a total cost of \$900,000

Calculation of the amount to be returned

1. The actual total Project Cost (\$900,000) is subtracted from the total Project Cost listed in Exhibit B (\$1,000,000). This amount equals \$100,000.
2. \$100,000 divided by \$1,000,000 equals 10%.
3. 10% multiplied by \$200,000 equals \$20,000. **Recipient shall return \$20,000 to IEDA.**

5.7 **PRIOR COSTS** No expenditures made prior to the Effective Date may be included as Project Costs for the purposes of this Agreement.

5.8 **CONVEYANCE OF PROJECT PROPERTY** From the Effective Date to the date three (3) years after the Agreement End Date, Recipient shall not sell, transfer, convey, assign, encumber, or otherwise dispose of all or any portion of the Project property as described in Exhibit A without the written permission of the Board. Permission may be withheld in the sole discretion of the Board.

Should the Board grant permission to Recipient to sell, transfer, convey, assign, encumber, or otherwise dispose of any Project property, Recipient shall repay the full amount of the Grant award plus a pro-rata share of the profits realized by the sale of the Project property. The percentage of profit to be allocated to the Board shall be commensurate with the financial assistance contributed to the Project by the Board. The Board may waive its right to reimbursement, in whole or in part, if the Board determines, in its sole discretion, that the public interest would best be served thereby.

ARTICLE 6
CONDITIONS TO REIMBURSEMENT AND DISBURSEMENT OF FUNDS

6.1 **CONDITIONS TO REIMBURSEMENT** All of the following conditions shall be met before IEDA disburses Grant funds to Recipient:

(a) **AGREEMENT EXECUTED** This Grant Agreement shall be properly executed and returned to the Board within forty-five (45) days of the Board's transmittal of the final Agreement to Recipient.

(b) **BINDING FINANCIAL COMMITMENTS** Recipient shall obtain, to the satisfaction of the Board, all other legally binding financial commitments necessary to complete the Project. Failure to secure and submit documentation of such commitments to IEDA by July 5, 2023 may result in the rescission of the award and termination of this Agreement.

(c) **SUBMISSION OF RECIPIENT DOCUMENTATION** Prior to making any distribution of Grant funds, Recipient shall have submitted the following documents to IEDA:

For City/County recipient:

- (i) A resolution of the City Council authorizing the execution and delivery by Recipient of this Agreement and such other documents as the Board or the Board's legal counsel may reasonably request and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind Recipient.
- (ii) Evidence acceptable to the Board or the Board's legal counsel of all other funding sources that have been committed to this Project.
- (iii) Form "W-9, Request for taxpayer identification number and certification."

6.2 REIMBURSEMENT OF FUNDS Grant funds are disbursed on a reimbursement basis. Recipient shall request reimbursement by submitting the request in the form designated by IEDA and submitting a Project progress report as described in Section 8.1(c) (Reports). The reimbursement form shall itemize Recipient's total actual allowable expenses. Expenses shall be documented in a manner acceptable to IEDA. Recipient shall also submit a Project progress report in the form designated by IEDA with each request for reimbursement.

IEDA will review the request and, if Recipient has met the requirements for reimbursement, will make the appropriate disbursement from the CAT Fund. The reimbursement will be limited to a pro-rata portion of Recipient's allowable expenses for the relevant period. No disbursements under \$500 will be made, except for the final draw of Grant funds.

(a) **RETAINAGE** Five percent (5%) of the Grant award will be withheld from disbursement until Agreement closeout procedures have been completed.

(b) **REIMBURSEMENT RATIO** When calculating the reimbursement ratio, IEDA will make an adjustment for up to twenty-five percent (25%) of the local match amount to be in-kind donations. The reimbursement ratio is calculated by dividing the Grant funds by the difference between the total Project Cost and the adjusted in-kind allowance.

Example:

Numbers from Exhibit B of the Agreement

- Total Project Cost: \$1,144,000
- Grant funds: \$200,000
- Local Match: \$944,000

In-kind allowance

- Local Match (\$944,000) multiplied by 25% equals \$236,000

Calculation of the reimbursement ratio

- The difference between the total Project Cost (\$1,144,000) and the in-kind allowance (\$236,000) equals \$908,000.
- The Grant funds (\$200,000) divided by \$908,000 equals 22%.
- The reimbursement ratio of Grant funds is 22%.

(c) **METHOD OF PAYMENT** Prior to reimbursement, Recipient shall specify the account to receive funds.

(d) **SUSPENSION OF REIMBURSEMENT** Upon the occurrence of an Event of Default as defined in this Agreement by Recipient, IEDA may suspend payment to Recipient until the default has been cured to the Board's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this

Agreement because of an Event of Default by Recipient, Recipient will no longer have the right to receive any reimbursements after the date of the Event of Default.

(e) **INVESTMENT OF GRANT FUNDS** In the event that the Grant funds are not immediately utilized, temporarily idle Grant funds held by Recipient may be invested, provided that such investments shall be in accordance with Iowa law, including but not limited to the provisions of Iowa Code Chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Grant funds held by Recipient shall be credited to and expended on the Project prior to the expenditure of other Grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IEDA within thirty (30) days after the Project Completion Date. Within ten (10) days of receipt of a written request from the Board or IEDA, Recipient shall inform the Board in writing of the amount of unexpended Grant funds in Recipient's possession or under Recipient's control, whether in the form of cash on hand, investments, or otherwise.

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Board to make the Grant award referred to in this Agreement, Recipient represents, covenants, and warrants that:

7.1 **AUTHORITY** Recipient is duly organized and validly existing under the laws of the State and is in good standing and has complied with all applicable laws of the State of Iowa. Recipient is duly authorized and empowered to execute and deliver this Agreement. All action on the part of Recipient, such as appropriate resolution of its governing body for the execution and delivery of the Agreement, has been effectively taken.

7.2 **FINANCIAL INFORMATION** All financial statements and related materials concerning Recipient and the Project provided to the Board are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION** The contents of the CAT Application submitted by Recipient to the Board for CAT funding completely and accurately represents Recipient and the Project as of the date of submission and there has been no material adverse change in the organization, operation, Recipient prospects, fixed properties, key personnel, or Project plan since the date Recipient submitted the CAT Application to the Board.

7.4 **LITIGATION AND OTHER CONTROVERSIES** There is no litigation or governmental proceeding pending, nor to the knowledge of Recipient, threatened, against Recipient which, if adversely determined would be substantially likely to result in any material adverse change in Recipient's ability to complete the Project or the financial condition, properties, business or operations of the Project, nor is Recipient aware of any existing basis for any such litigation or governmental proceeding.

7.5 **EFFECTIVE DATE** The covenants, warranties, and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by Recipient when each advance or request for reimbursement of funds is submitted.

7.6 **PROJECT COST** Based on all information known or that should be known by Recipient, the estimated cost of the Project is \$3,404,722. If the estimated cost of the Project changes by more than five percent (5%), Recipient shall notify the Board within thirty (30) days of identifying that the Project Cost has changed. Upon notice of change in the estimated cost of the Project, the Board may exercise its discretion to adjust the reimbursement ratio accordingly.

ARTICLE 8
COVENANTS OF RECIPIENT

8.1 **AFFIRMATIVE COVENANTS** Until the terms of this Agreement are fulfilled, Recipient covenants to the Board that:

(a) **PROJECT WORK; OPERATION AND MAINTENANCE** Recipient shall complete the Project by April 30, 2025. For the purposes of this section, “complete” means the Project is fully constructed and operational at a level acceptable to the Board. For the duration of this Agreement, Recipient shall operate and maintain the Project facilities at a level acceptable to the Board.

(b) **NOTICE OF PROCEEDINGS** Recipient shall promptly notify the Board of the initiation of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that would adversely impact the Project.

(c) **REPORTS** Recipient shall prepare, sign, and submit the requests and reports as specified below in the form and content specified by the Board. Recipient shall review all reimbursement requests and verify that claimed expenditures are allowable costs and submit Project progress reports with each reimbursement request. Recipient shall maintain documentation adequate to support the claimed costs. Upon request of the Board or IEDA, Recipient shall submit:

- (i) Annual audited financial statements.
- (ii) Certified year-end financial statements or balance sheets.
- (iii) Final Performance or Audit Reports.

The Board reserves the right to require more frequent submission of any of the above reports if, in the opinion of the Board, more frequent submissions would help improve Recipient’s Project performance.

(d) **NOTICE OF MEETINGS** Recipient shall notify the Board at least ten (10) working days in advance of all meetings of its governing body at which the subject matter of this Agreement or Project is proposed to be discussed. Recipient shall provide the Board with copies of the agenda and minutes of such meetings and expressly agrees that a representative of the Board may attend all such meetings for the purposes of the discussion of this Project.

(e) **INDEMNIFICATION** Recipient shall indemnify, defend, and hold harmless the Board; IEDA; the State of Iowa; and its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims, including but not limited to taxes, and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest, and penalties arising from or in connection with any of the following:

- (i) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the Project;
- (ii) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in the Agreement;
- (iii) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and

- (iv) Any claim, demand, action, citation, or legal proceeding that results from an act or omission of Recipient or any of its agents in its capacity as an employer of a person.

(f) **RELEASE** Recipient shall release, discharge, and relinquish the Board; all Board members; IEDA; the State of Iowa; and all departments, divisions, agencies, sections, commissions, officers, employers, agents, contractors, associates, and affiliates of the State of Iowa from any and all liability resulting from or related to the termination, suspension, reduction, or delay of grant proceeds under this contract, including but not limited to a termination, suspension, reduction, or delay under the following sections of this Agreement: Section 4.2 (Receipt of Funds), Section 6.2(d) (Suspension of Reimbursement), Section 9.5 (Remedies Upon Default), Section 9.6 (Termination for Convenience), and Section 9.7 (Procedure Upon Termination).

(g) **PROJECT FEES** Recipient shall promptly pay all appraisal, survey, recording, title, license, permit, and other fees and expenses incurred incident to the Project funded by this Agreement.

(h) **INTEREST AND SURPLUS PROCEEDS** Recipient shall return all unexpended Grant funds and interest accrued on Grant funds to IEDA within thirty (30) days after the Project Completion Date.

8.2 **NEGATIVE COVENANTS** Throughout the terms of this Agreement, Recipient shall not, without prior written disclosure to the Board and prior written consent of the Board:

(a) **RECIPIENT'S INTEREST** Assign, waive, or transfer any of Recipient's rights, powers, duties, or obligations under this Agreement.

(b) **PROPERTY/COLLATERAL** Sell, transfer, convey, assign, encumber, or otherwise dispose of any of the real property for the Project.

(c) **RESTRICTIONS** Place or permit any restrictions, covenants, or any similar limitations on the real property or the Project.

(d) **REMOVAL OF PROJECT PROPERTY** Remove from the Project site or the State all or any part of the Project property.

(e) **RECIPIENT OWNERSHIP** Change the ownership, structure, or control of Recipient including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Recipient's assets directly associated with the Project, if such change materially affects the Project. Recipient shall notify the Board forty-five (45) days prior to any change in Recipient's ownership, structure, or control. A change in board membership of Recipient, which takes place in the normal course of business, does not require Board consent. The Board has sole discretion to determine whether the change materially affects the Project. The Board shall not unreasonably withhold consent and will notify Recipient prior to the expiration of the 45-day period if it determines that the change in ownership, structure, or control does not materially affect the Project and therefore does not require Board consent.

(f) **RECIPIENT OPERATION** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's approved CAT Application (Exhibit A), unless the change is approved in writing by the Board. The Board shall determine the materiality of the change.

ARTICLE 9 **DEFAULT; REMEDIES; AND TERMINATION**

9.1 **NOTICE OF EVENT(S) OF DEFAULT** Recipient shall promptly notify the Board upon becoming aware of an actual or imminent Event of Default by Recipient.

9.2 **EVENT(S) OF DEFAULT** Each of the following shall constitute an Event of Default under this Agreement:

(a) **MATERIAL MISREPRESENTATION** Any representation, warranty or statement made or furnished to the Board by, or on behalf of, Recipient in connection with this Agreement or to induce the Board to make a Grant to Recipient shall be determined by the Board to be incorrect, false, misleading, or erroneous in any material respect when made or furnished.

(b) **NONCOMPLIANCE** Recipient fails to comply with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), or any of the covenants, terms or conditions contained in this Agreement or documents executed pursuant to this Agreement.

(c) **FAILURE TO COMPLETE PROJECT** The Project, in the sole judgment of the Board, is not completed on or before the Project Completion Date. For the purposes of this section, "completed" means the Project is fully constructed and operational.

(d) **FAILURE TO OPERATE AND MAINTAIN** Recipient fails to operate and maintain the Project facilities for the duration of this Agreement.

(e) **RECIPIENT CHANGES** There is a material change in Recipient's ownership, structure, or control that occurs without the prior written disclosure to and, if required, written consent of the Board.

(f) **MISSPENDING** Recipient expends Grant funds for purposes not described in the CAT Application as approved by the Board (Exhibit A) or the Program Description and Budget (Exhibit B).

(g) **INSOLVENCY OR BANKRUPTCY** Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(h) **INSURANCE** Loss, theft, damage, or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of the Board, there is insufficient insurance coverage.

(i) **INSECURITY** The Board in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement or the performance of or observance of the covenants in this Agreement or the value of its collateral is or will be materially impaired.

(j) **CONVEYANCE OF RESPONSIBILITIES** Recipient assigns, waives, or transfers any of Recipient's rights, powers, duties, or obligations under this Agreement without written permission of the Board.

(k) **CONVEYANCE OF PROPERTY** Recipient sells, transfers, conveys, assigns, encumbers, or

otherwise disposes of any real property of the Project without written permission of the Board.

(l) **NO DISBURSEMENT OF FUNDS** IEDA has not disbursed CAT funds within the twelve (12) months immediately following the Effective Date.

9.4 **NOTICE OF DEFAULT** The Board shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 9.4, if the Board determines cure is not possible or feasible, the Board may immediately deem Recipient in default without prior written notice or opportunity to cure.

9.5 **REMEDIES UPON DEFAULT** Upon the occurrence of any Event of Default, the Board shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement plus interest at the rate of ten percent (10%) per annum without presentment, demand, protest, notice of protest, notice of intention to accelerate, or other notice of any kind, all of which are expressly waived by Recipient.

9.6 **TERMINATION FOR CONVENIENCE** In addition to termination due to an Event of Default or nonappropriation of CAT funds, this Agreement may be terminated in whole, or in part, when the Board and Recipient agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

9.7 **PROCEDURE UPON TERMINATION** If this Agreement is terminated for convenience, reimbursement shall be allowed for costs expended up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. If this Agreement is terminated for an Event of Default, nonappropriation of funds, or a reduction of appropriated funds, the Board may, in its sole discretion, allow reimbursement or partial reimbursement for costs up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. Recipient shall return to IEDA all unencumbered Grant funds within one (1) week of receipt of Notice of Termination. Any costs previously paid by the Board that are subsequently determined to be unallowable through audit procedures shall be returned to the Board within thirty (30) days of the disallowance.

ARTICLE 10 **GENERAL TERMS AND PROVISIONS**

10.1 **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective heirs, successors, legal representatives, and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions, and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

10.2 **TIMELY PERFORMANCE** The parties agree that the dates and time periods specified in this Agreement are of the essence to the satisfactory performance of this Agreement.

10.3 **ENHANCE IOWA RECOGNITION** The Project shall permanently recognize, in a manner acceptable to IEDA, the financial contribution to the Project made by the State of Iowa through the Community Attraction and Tourism Program.

10.4 COMPLIANCE WITH LAWS AND REGULATIONS

(a) Recipient shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. Recipient shall comply with Iowa Code Chapter 15F and the Board's administrative rules (261 Iowa

Administrative Code Chapter 211).

(b) Recipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as contractors or suppliers.

(c) Recipient declares that it has complied or will comply, in a timely fashion, with all federal, state, and local laws regarding permits, licenses, and clearances that may be required to carry out the Project.

(d) As required by Iowa Code Section 15F.106, Recipient shall provide and pay at least fifty percent (50%) of the cost of a standard medical insurance plan for all full-time employees working at the Project after the completion of the Project.

(e) The Board may consider the failure of Recipient to comply with any law or regulation as a material breach of this Agreement. In addition, Recipient may be declared ineligible for future Community Attraction and Tourism Program assistance or be subjected to other sanctions, as defined by law, for failure to comply with this section.

10.5 SURVIVAL OF AGREEMENT Each provision of this Agreement shall be deemed severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

10.6 CHOICE OF LAW AND FORUM The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to any other principles of conflicts of law.

In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Enhance Iowa Board, the State of Iowa or their Board members, officers, employees or agents.

10.7 NO THIRD-PARTY BENEFICIARIES There are no third-party beneficiaries to this Agreement.

10.8 MODIFICATION Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated orally, but only as provided below:

(a) **WRITING REQUIRED** The Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include, but are not limited to, extensions for completion of Project activities and changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **BOARD REVIEW** The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's original funding decision on the Project. The Board will deny an amendment if

it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Chapter 15F or 261 Iowa Administrative Code Chapter 211.

10.9 **NOTICES** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting. The Board may rely on the addresses of Recipient as set forth heretofore.

10.10 **WAIVERS** No waiver by the Board of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Board in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Board shall preclude future exercise thereof or the exercise of any other right or remedy.

10.11 **LIMITATION** It is agreed by Recipient that the Board shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

10.12 **ENFORCEMENT EXPENSES** Recipient shall pay upon demand all reasonable fees and expenses, including but not limited to the fees and expenses of the Board's attorneys, including the Iowa Attorney General, experts and agents, in connection with the exercise or enforcement of any of the Board's rights under the Agreement.

10.13 **HEADINGS** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

10.14 **EVENT OF BOARD DISSOLUTION** Recipient hereby acknowledges that the Enhance Iowa Board is a public instrumentality of the State of Iowa and that, in the event that the Board is dissolved for any reason, the State of Iowa is entitled to enforce any right, title, or interest held by the Board and that all Recipient's obligations hereunder are also owed to the State of Iowa.

10.15 **FINAL AUTHORITY** The Board shall have the final authority to assess whether Recipient has complied with the terms of this Agreement. The Board's decision shall be final and binding on all questions concerning the interpretation of this Agreement.

10.16 **INTEGRATION** This Agreement contains the entire understanding between Recipient and the Board relating to this Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. None of the Parties has relied on any such prior representation in entering into this Agreement.

10.17 **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

10.18 **DOCUMENTS INCORPORATED BY REFERENCE** The following documents are hereby incorporated by reference:

- (a) Exhibit A - CAT Application, as approved by the Enhance Iowa Board. Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at IEDA.
- (b) Exhibit B - Program Description and Budget.

10.19 **ORDER OF PRIORITY** In the event of a conflict between documents, the following order of priority shall be applied:

- (a) Articles 1-10 of this Grant Agreement.
- (b) Exhibit B - Program Description and Budget.
- (c) Exhibit A - CAT Application as approved by the Enhance Iowa Board.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date first stated.

FOR THE ENHANCE IOWA BOARD:

BY: _____
Steve Roesner, Chair

FOR RECIPIENT:

BY: _____
Authorized Signer

Name and Title

LIST OF EXHIBITS

- | | |
|-----------|---|
| Exhibit A | CAT Application as approved by the Enhance Iowa Board (on file with IEDA) |
| Exhibit B | Program Description and Budget |

**COMMUNITY ATTRACTION AND TOURISM (CAT)
PROGRAM DESCRIPTION AND BUDGET**

EXHIBIT B

Recipient: City of Cascade

Award Date: April 6, 2023

Agreement Number: 23-CAT-007

PROJECT DESCRIPTION	AMOUNT BUDGETED		
	CAT	MATCH	TOTAL
Expansion of the library by more than 5,000 square feet (2,200 sq ft to 7,300 sq ft). The project will result in additional meeting, studying, and programming spaces, improved space for children’s and teen service, and a better environment for using technology resources. Specifically, the facility will include meeting space	\$460,000	\$2,944,722	\$3,404,722
TOTAL OF ALL FUNDS BUDGETED:	\$460,000	\$2,944,722	\$3,404,722

Disbursement ratio: 0.172378807



May 8, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: May 5, 2023

Re: FY 23 Budget Amendments

The City Council must amend the budget prior to May 30 according to State Code if expenses are to go over what was planned in March 2022. The first step is to consider a resolution that sets the public hearing date. The draft resolution sets the hearing for the next regular City Council meeting on May 22. The draft hearing notice is also in the packet and lists the reason for the proposed amendment.

There are reasons for increases and decreases in almost all categories.

RESOLUTION #39-23

**A RESOLUTION SETTING A PUBLIC HEARING DATE FOR
MAY 22, 2023 TO APPROVE THE FY 2023 BUDGET AMENDMENT**

WHEREAS, the City Council must hold a public hearing and pass a resolution approving the budget amendment for the FY 2023 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the City of Cascade, City Council will conduct a public hearing on the above on the 22nd day of May, 2023 at the hour of 6:00 o'clock pm in the Cascade City Hall, 320 1st Avenue W., Cascade, Iowa, 52033, and the City Council understands that said hearing notice, attached as Exhibit A, will be published on May 10, 2023 in the Cascade Pioneer newspaper in Cascade, Iowa, in conformance with the City Code and Iowa State Law.

PASSED AND APPROVED this 8th day of May, 2023.

Councilmember _____ offered the foregoing Resolution and moved for its adoption.

Councilmember _____ seconded the said Resolution and upon roll call the following vote was recorded.

	AYE	NAY
Councilmember Oliphant	_____	_____
Councilmember Kelchen	_____	_____
Councilmember Rausch	_____	_____
Councilmember Hosch	_____	_____
Councilmember Delaney	_____	_____

Steve Knepper, Mayor

ATTEST:

Kathy Goerdt, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

Resolution #39-23

City of CASCADE

Exhibit A

Fiscal Year July 1, 2022 - June 30, 2023

The City of CASCADE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 5/22/2023 06:00 PM

Contact: Lisa Kotter

Phone: (563) 852-3114

Meeting Location: Cascade City Hall
320 1st Ave W
Cascade, Iowa 52033

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	1,052,944	2,230	1,055,174
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	1,052,944	2,230	1,055,174
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	106,798	0	106,798
Other City Taxes	6	445,000	0	445,000
Licenses & Permits	7	8,400	9,000	17,400
Use of Money & Property	8	17,450	92,963	110,413
Intergovernmental	9	742,621	20,492	763,113
Charges for Service	10	5,096,936	-335,100	4,761,836
Special Assessments	11	0	0	0
Miscellaneous	12	60,950	174,587	235,537
Other Financing Sources	13	0	0	0
Transfers In	14	573,925	534,305	1,108,230
Total Revenues & Other Sources	15	8,105,024	498,477	8,603,501
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	375,737	261,349	637,086
Public Works	17	773,089	16,400	789,489
Health and Social Services	18	0	0	0
Culture and Recreation	19	361,774	361,290	723,064
Community and Economic Development	20	340,798	18,000	358,798
General Government	21	350,413	79,179	429,592
Debt Service	22	304,275	0	304,275
Capital Projects	23	20,000	501,800	521,800
Total Government Activities Expenditures	24	2,526,086	1,238,018	3,764,104
Business Type/Enterprise	25	4,103,478	80,082	4,183,560
Total Gov Activities & Business Expenditures	26	6,629,564	1,318,100	7,947,664
Transfers Out	27	573,925	534,305	1,108,230
Total Expenditures/Transfers Out	28	7,203,489	1,852,405	9,055,894
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	901,535	-1,353,928	-452,393
Beginning Fund Balance July 1, 2022	30	5,346,043	0	5,346,043
Ending Fund Balance June 30, 2023	31	6,247,578	-1,353,928	4,893,650

Explanation of Changes:

REVENUES: License/Permit: Increased building permit fees; Use of Money: Higher interest rates; Intergovernmental: Library and Catalyst Grants; Charges for Service: Error in Prior Sales Tax Calculation; Miscellaneous: Library and Park Donations.

EXPENSES: Public Safety: ARPA funds for Street Projects, New Fire Truck Down payment and Ambulance Supplies; Public Works: Storm Water Improvement; Culture and Recreation: Tree Removal, new park benches and trees, swimming pool slide stairs, new gazebo, library design and land purchases; General Government: Interim Administrator expense and insurance increases; Capital Projects: Library Design and library land purchases; Transfers: Adjusting money between funds from previous years projects.



May 8, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: May 5, 2023

Re: Ambulance Fees

The Council discussed ambulance fees during the February budget reviews and again on April 10 and 24. I provided recommendations from our billing company Lifequest. The basis of the recommended increases we reviewed are based on the federal Medicare and Medicaid increases. The current system we have is a base fee and then the disposable charges are added. The recommended rates in the proposed ordinance are a bundled rate. Therefore, if approved, we would not be charging for individual items used on a call such as oxygen, IVs and more. After Council discussion and direction, I drafted an ordinance that would move to these new fees as the last increase was in 2014. The first of three readings was approved on April 24. This meeting would be for consideration of the second of three readings.

CASCADE ORDINANCE NO. 05-23

AN ORDINANCE AMENDING TITLE III, CHAPTER 14 EMERGENCY MEDICAL SERVICES OF THE CODE OF ORDINANCES OF THE CITY OF CASCADE, IOWA

WHEREAS, the City Council of the City of Cascade, Iowa, has determined it is necessary to amend Title III, Chapter 14 Emergency Medical Services of the Code of Ordinances of the City of Cascade, Iowa (“City Code”), to change the fees charged for EMS Ambulance Services.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CASCADE, IOWA that City Code §3-14-9 (1-7) be amended and adopted as follows:

Fees/Charges	Resident Amount	Non-Resident
1. BLS (Basic Life Support) Rate	\$450.00 \$800	\$525.00
2. ALS1 (Advanced Life Support) Rate	\$500.00 \$950	\$600.00
3. ALS2 (Advance Life Support) Rate	\$600.00 \$1,000	\$675.00
4. BLS on Scene Care	\$110.00 \$300	\$110.00
5. ALS on Scene Care	\$250.00 \$450	\$300.00
6. Mileage	\$11.00/mile \$17.00/mile	\$11.50/mile
7. Oxygen	\$50.00	\$50.00
8. Spinal Immobilization	\$100.00	\$100.00
9. Supplies	At Cost	At Cost

7. All fees are considered a bundled rate in which supplies are not charged separately but included in the fees listed in 3-14-9 (1-6).

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This ordinance shall be effective after its passage and publication as required by law.

PASSED AND APPROVED this 22nd day of May, 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk

First Reading 4-24-23
Third Reading

Second Reading 5-8-23
Publication



May 8, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: May 5, 2023

Re: Public Comment Policy

At the April 10th City Council meeting I was directed to draft a Public Comment Policy for review by the City Council. I have included a draft for discussion at the meeting. The City Council can either move to approve or review and save this for the next meeting. I have included a Resolution in the event the Council is ready to act. This has been written to cover all public meetings of the City including those of Boards, Commissions and Committees.

RESOLUTION #41-23

**A RESOLUTION ADOPTING A PUBLIC COMMENT POLICY FOR THE CITY OF
CASCADE, IOWA**

WHEREAS, the City Council allows public comment at designated times during City Council meetings and during all meetings of the subunits of government, and;

WHEREAS, the City Council wants to have clear expectations and rules for the way public comment is handled, and;

WHEREAS, the City Council believes the best way to assure consistent treatment of individuals requesting to speak under Public Comment is to have a written policy; and,

WHEREAS, the City Council would expect the same policy to be followed during Committee, Commission and Board meetings that are subunits of government in the City of Cascade.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves a Public Comment Policy, which is attached as Exhibit A. It is also expected that this policy be distributed to all members of the Boards, Commission and Committees so as to assure consistent Public Comment during Cascade meetings.

PASSED, APPROVED AND ADOPTED this 8th day of May, 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerdts, City Clerk

Public Comment Policy for the Cascade City Council

The Cascade City Council welcomes public comment at its regular meetings on the second and fourth Monday of each month. The City also invites public comment during special City Council meetings and during all Board, Commission and Committee meetings that are considered subunits of the City Council. In general, individual City Council members or members of the subunits do not respond to public comment during a meeting or hearing. The following are guidelines for the public comment period during Cascade public meetings. These guidelines may be amended by the City Council at any time.

Time: The two times for public comment at regular City Council meetings will be at the beginning and toward the end of the meeting after the completion of the regular agenda items. The periods of public comment are generally limited to no more than 20 minutes total for all speakers. Individual speakers must first state their name and address for the record prior to beginning to address the City Council. Each individual speaker may speak for up to 3 minutes. The City Clerk or Secretary will start the timer after the speaker's name and address has been provided, and speakers should conclude their remarks when time is called. If a large number of speakers are expected on a particular topic, the City Council, Board, Commission or Committee may limit or expand the total time for comments and/or may reduce the time allotted for each speaker and will announce this change in advance.

Time limits may be increased at the presiding officer's discretion, subject to the approval of the City Council, Board, Committee and Commission. Generally, matters presented during Public Comment that require further investigation or information shall be referred to staff, and if Council determines that action is required, the item may be placed on a future agenda.

Public Comment at the Beginning Of the Regular Council Meeting: This time on the agenda is an opportunity to address the City Council on matters on that day's agenda or items not on the agenda, but must pertain to matters of City government.

Public Comment at the End Of the Regular Council Meeting: This time on the agenda is only an opportunity to address the City Council on matters that were just discussed or voted on during the meeting that day.

Public Comment During Special City Council, Board, Commission and Committee Meetings: There will only be one Public Comment agenda item during all special Council or subunit meetings. All other sections of this policy shall be the same regardless of the body that is meeting.

Topics: All comments should address matters related to the Cascade City Council, Board, Commission or Committee. The City Council requests that comments related to an individual matter be directed to the appropriate staff first. The City Council also requests matters related to other levels of government, not governed by local government, be addressed to the appropriate level of government.

Decorum: Speakers will present their comments from the podium and are not allowed to engage in personal attacks. The City Council expects that each speaker will be courteous, modeling for our citizens how one can respectfully disagree with others' views. Speakers will address their comments

to the entire City Council and not to one individual City Council, Commission, Committee or Board member, a city employee, or the audience.

Accommodations: To ensure all citizens have an opportunity to speak, any person with a disability who needs accommodation to provide public comment is requested to contact the City Hall office at 563-852-3114 at least 3 business days in advance of a meeting to request assistance. If a speaker addresses the City Council, Commission, Committee or Board in a language other than English and has an interpreter, the speaker will have 3 minutes to speak, and the interpreter will have up to 3 additional minutes to translate the comments.

Advance Requests to Speak at Public Comment: An individual or group may request to speak to the City Council, Commission, Committee or Board under Public Comment in advance of the agenda being completed, no later than the Thursday before a meeting at 10:00 am. If someone makes this request, it shall be in writing, and information from the requestor can be included in the City Council packet and the item will be listed on the agenda under Public Comment.

Requests to Speak: An individual or group may also appear at the meeting and request to speak under Public Comment.

Order of Speaking: Individuals who request to speak in advance and are placed on the agenda shall speak first and in the order they appear on the agenda. Speakers that sign up in person at meetings shall use a form provided in the City Council chambers and will be called to speak in the order in which they sign up. As a courtesy to other citizens wishing to be heard, individual speakers should confine their remarks to a single topic.

Initial Notice: The Mayor or Chairperson will read the following statement before opening any public comment period:

Public Hearings: Public Hearings required by law will not have the strict time limits listed above, however all other parts of this policy shall apply.

The City Council, Commission, Committee or Board will now allow up to 20 minutes for comments from the public. The Mayor or Chairperson will call speakers to the podium in the order in which they appear on the agenda or have signed up on the form provided. Each speaker is limited to no more than 3 minutes for speaking, must speak from the podium, and must first state his or her name and address for the record. Comments should be directed to the body as a whole and should refrain from personal attacks or from addressing individual employees or citizens. Comments should also be limited to one topic.



May 8, 2023 Agenda

To: Mayor, City Council and Staff

From: Lisa Kotter, City Administrator

Date: May 5, 2023

Re: Discontinuation of Cascade Communications Cable TV

The customers that have cable TV through Cascade Communications were notified that the company will get out of the cable business at the end of the calendar year. This will impact City operations in two ways. One, we will no longer have Channel 18. Two, we will lose the Cable Franchise Fees. The impact to the upcoming fiscal year will be \$10,000. Future years will be \$20,000. I have also informed LeeAnn that we will no longer have her position since the channel will be gone. The letter sent out to the customers is in the packet.



106 TAYLOR ST. SE, P.O. BOX 250, CASCADE, IOWA 52033-0250
TELEPHONE: 563-852-3710 · FAX: 563-852-9935 · WEBSITE: www.cascadecomm.com

May 1, 2023

Dear Valued Customer,

We regret to inform you that as of December 31, 2023, Cascade Communications will no longer be offering CCTv Service due to cost increases beyond our control. With another significant content and hardware cost increase, which we would have to pass on to you, the customer, CCTv service has become too expensive to provide. Instead, Cascade Communications has decided to focus on delivering our customers the best, most reliable Internet experience possible.

WE CAN HELP! You have probably heard of Streaming TV; streaming is watching TV over your Internet connection. With more networks offering programming over the Internet with a streaming app, you can still watch the same shows you do today by using a streaming device such as a Roku, Firestick, or a Smart TV. You may have heard of streaming services such as Netflix, Hulu, and YouTube TV, don't worry, we can help you pick the best streaming app(s) based on which network channels you watch the most.

So, while we may no longer be your TV provider, with our reliable Fiber Internet service, you can still enjoy TV service over the Internet. In the coming weeks, we will begin a campaign to help those who proactively want to make the switch from CCTv service to Streaming service. We will be happy to help as much as we can with straightforward, step-by-step guidance over the phone or in our office.

Again, we apologize for any inconvenience this may cause. We are available to help answer any questions you may have. You are welcome to stop in our office to speak to our trained staff, call us at 852-3710, or contact us by email at info@cascadecomm.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Summerall', is written over a light blue horizontal line.

Chris Summerall
General Manager



May 8, 2023 Agenda

To: Mayor, City Council and Staff
From: Lisa Kotter, City Administrator
Date: May 5, 2023
Re: Property Tax Law Changes

I have included a summation of the tax law changes that are coming in the upcoming. This is from the Republic side of the house, as I received it from Representative Shannon Lundgren. We can discuss some of the impacts to Cascade going forward.

HOUSE REPUBLICAN STAFF ANALYSIS

Bill:	House File 718	House Committee:	PASSED on 4/13/23 (25-0)
Committee:	Ways and Means	House Floor:	PASSED on 4/19/23 (93-1)
Floor Manager:	Rep. Kaufmann	Senate Floor:	PASSED on 5/2/23 (XX-XX)
Date:	May 2, 2023	Governor:	
Staff:	Kristi Kious (2-5290)		

Property Tax Reform Agreement

Division I—County Property Taxes and Budgets

See Division II (same thing happens here for counties as does for cities in Division II).

General Basic County Levy (\$3.50)/Rural Basic County Levy (\$3.95).

Levies not impacted: pioneer cemetery, debt service, EMS, LE, flood and erosion, natural disaster.

Division II—City Property Taxes and Budgets

Creates a new general maximum levy by combining levies with current general levy.

- Takes whatever you are currently levying for your \$8.10. (counties \$3.50/3.95)
- Adds whatever you are currently levying in most voted-in levies—15 in total (memorial building, civic center, emergency, etc.)
- This is your new combined maximum general levy.
- *Levies not impacted: municipal transit, aviation authority, insurance premiums, local emergency management, EMS, liability, debt service, IPERS, LE, police/fire retirement, and ag land.*

Then the bill then sets taxable value growth triggers to adjust the property tax rate down.

- If taxable valuation grows 6% or more -> growth rate is reduced by 3% and the levy is recalculated
- If taxable valuation grows 3 to 5.99% -> growth rate is reduced by 2% and the levy is recalculated
- If taxable valuation grows less than 3% -> no recalculation

The levy growth recalculation will occur for the FY 25-28 budgets. Divisions I and II sunset. After the 2028 budget.

Division III—Public Education and Recreation Tax Levy (PERL)

PERL restriction – No new (only). Current levies are grandfathered in.

Division IV—County Sheriff Fee Report

County Sheriff Fee Report eliminated.

Division V—Homestead Property Tax Credit

New 65 and over Exemption (not income restricted and in addition to regular homestead credit)

- 2024 – \$3,250

- 2025 – \$6,500

Division VI—Military Service Property Tax Exemption and Credit

Military service credit is currently an exemption that gets paid for in part by the state through a credit. This division increases the exemption amount for veterans and eliminates the state funding for the credit. \$1,852 (credit) becomes a \$4,000 (exemption).

Division VII—Property Tax Benefits and Incentives

Requires minimum assessment agreements on commercial abatements
Prospectively eliminates residential abatement just on the school levy (404-Urban Revitalization Areas)
Does not affect TIF, RIZ, etc.

Division VIII—Transit Funding

DART – allows for funding using increased franchise fees.

Division IX—County Auditor Valuation Reports

Requires an annual report to DOM that distinguishes valuations within a tax jurisdiction.
Identify new growth vs. organic growth due to assessment increases.

Division X—Local Government Budgets and Taxpayer Statements

For cities, counties, and school districts it sets up a new hearing within the budget process for information mailed to the taxpayer. These entities will have to deliver to property owners a standardized statement and show percentages of the budget each represents.
Budget deadlines are extended to April 30.

Division XI—Driver’s Licenses and Nonoperator’s Identification Cards

\$10 optional county convenience fee for DLs or IDs for non-county residents.

Division XII—Writing Fees

\$2 mandatory fee for title or transferring title of snowmobiles, ATVs, boats.

Division XIII—Bond Elections

Moves all elections for bonding to the general election date (every November).
Notice is to be sent to taxpayers.

Division XIV—County and City Financing

Debt Thresholds: Increases bonding threshold by 30%. (Can do more expensive projects without a vote).
In addition, for general obligation bonds, it will index values.

CASCADE

MONTHLY INCIDENT COUNT REPORT Statistics from Reported Date: 4/1/2023 12:00:00AM to 4/30/2023 11:59:00PM

Case Report

[IMPORTED] : ALCOHOL OFFENSES: 2 4%

[IMPORTED] : DRIVER LICENSE VIOLATION-CITATION: 1 2%

[IMPORTED] : EXPIRED REGISTRATION- WARNING: 1 2%

[IMPORTED] : FAIL TO OBEY SIGN OR SIGNAL: 1 2%

[IMPORTED] : REGISTRATION VIOLATION-EXPIRED: 1 2%

[IMPORTED] : SPEED WARNING: 4 8%

[IMPORTED] : SPEEDING CITATION: 1 2%

⁷⁸
[IMPORTED] : STOP SIGN-WARNING: 3 6%

Grand Total: 26.42% Total # of Incident Types Reported: 14

Field Interview

ANIMAL AT LARGE: 1 2%

ASSIST AMBULANCE: 4 8%

ASSIST DUBUQUE COUNTY: 2 4%

ASSIST FIRE DEPARTMENT: 1 2%

ASSIST JONES COUNTY: 2 4%

ASSIST MONTICELLO POLICE DEPARTMENT: 2 4%

DISTURBANCE: 1 2%

EQUIPMENT VIOLATION: 1 2%

FRAUD & DECEIT: BY CHECK, CREDIT CARD, MONEY ORDER, ETC.: 1 2%

FRAUD & DECEIT: BY SCAM: 1 2%

INFORMATIONAL REPORT: 5 9%

JCERT CALL OUT: 1 2%

LOCKDOWN-DRILL: 1 2%

NO CONTACT ORDER VIOLATION: 1 2%

PRESENTATION/SCHOOL: DE: 2 4%

REGISTRATION VIOLATION: 1 2%

REGISTRATION VIOLATION-WARNING: 2 4%

SPEED WARNING: 2 4%

SPEEDING CITATION: 1 2%

STOP SIGN-WARNING: 1 2%

SUSPICIOUS ACTIVITY: 2 4%

THEFT: 1 2%

Field Interview

TRAFFIC CONTROL: 2 4%

VEHICLE UNLOCK: 1 2%

Grand Total: 73.58% Total # of Activity Types Reported: 39